SUMMERSET CITY COMMISSION REGULAR MEETING
SUMMERSET MUNICIPAL BUILDING
7055 LEISURE LANE
THURSDAY, SEPTEMBER 21st, 2023, 6:00 P.M.

Mayor Torno, via phone, called the Regular Meeting to order at 6:00 p.m. Commissioners Hirsch, Butler, and Kitzmiller were present. Absent: Reade. The City Attorney and Finance Officer were also present. Absent: City Administrator.

Mayor Torno led the Pledge of Allegiance.

Commissioner Butler gave the invocation.

Motion by Butler, second by Hirsch to approve the agenda for the Regular Meeting of the Summerset City Commission for September 21st, 2023. Motion carried.

CONSENT CALENDAR
Motion by Hirsch, second by Butler, to approve the minutes of the regular meeting of September 7th, 2023. Motion carried.

APPROVAL OF CLAIMS
Motion by Kitzmiller, second by Hirsch, to approve the claims and hand checks in the amount of $113,424.40 from September 7th, 2023, through September 20th, 2023, as presented or amended. Motion carried.

SD State Treasurer	968.63
Cardmember Services	878.28
Cardmember Services	3,597.83
BH Community Economic Development	500.00
BH Energy	6,079.90
Black Hawk Water Users District	71.30
CBH CO-OP	5,096.69
City of Rapid City	6,158.25
Dakota Pump, Inc	311.43
Demersseman Jensen Tellinghuisen & Huffman, LLP	1,300.00
Diamond Water Company	320.00
Fastenal	16.31
Golden West Technologies	5,466.55
HDR Engineering, Inc	30,393.85
IBM	26.76
Kieffer Sanitation	250.00
MDU	244.31
Meade County Register of Deeds	30.00
Midcontinent Communications	176.60
Midcontinent Testing Laboratories, Inc.	345.50
On-Site First Aid & Safety	249.85
Rapid City Journal	475.29
Rushmore Office	273.00
Schieffer, Lisa	204.00
SD One Call	38.85
Servall Uniform & Linen Supply	184.26
Simon Contractors	28,712.59
Sound Pro	10,140.50

Tyler Technologies	10,882.50
Campbell, Carol	31.37

DEPARTMENT HEAD REPORTS
Stephany Baumeister, Finance Officer, Owen Davis, Wastewater Operator, on behalf of John Ambrose, and Anthony Kayl, Public Works Manager gave their monthly reports. Absent: Police Chief Rich Nasser, Lisa Schieffer, City Administrator.

PAYROLL CHANGE – POLICE DEPARTMENT
Motion by Hirsch, second by Butler to approve Matt Macrander 90-day Sergeant review increase to $30.80 effective 09/26/2023. Motion carried.

PROBATION STEP INCREASE/CHANGE OF HANDBOOK DISCUSSION
Motion by Butler, second by Hirsch to open discussion. Motion carried
Commissioner Hirsch gave a brief overview that changing the probation period from 90 days to 6 months would benefit the police department in getting a better feel for performance.

Mayor Torno added the police officers have 8 weeks of field training and with the field training and then the 90 day review, a 6 month review would be a better timeframe to gauge performance. It was discussed to keep it consistent and change all the departments to a 6 month probably period.

Motion by Butler, second by Kitzmiller to close discussion. Motion carried.
Motion by Butler, second by Hirsch, to change probation period to 6 months in handbook. Motion carried.

FIRST READING ON ORDINANCE 2023-16, 92-034 DUTY OF OWNER, MANAGER, LESSEE OR TENANT
Motion by Kitzmiller, second by Butler, to approve the first reading of Ordinance 2023-16, 92-034. Motion carried.
Motion by Kitzmiller, second by Hirsch, to set the second Reading for October 5th. Motion carried.

INFINITY DRIVE
Motion by Hirsch, second by Butler, to open discussion. Motion carried.
Motion by Kitzmiller, second by Butler, to close discussion. Motion carried.
Motion by Kitzmiller, second by Butler, to approve Infinity Drive Change Order No. #2, Contractor's Application for Payment No. #3, and Final Review and Acceptance. Motion carried.

SDDOT – RECONNECTED COMMUNITIES AND NEIGHBORHOODS GRANT PROGRAM – LETTER OF SUPPORT
Motion by Hirsch, second by Kitzmiller, to open discussion. Motion carried.
Mayor Torno gave a brief overview that this is only a letter of support from City of Summerset and the City will not be matching any funds.
Motion by Butler, second by Hirsch, to close discussion. Motion carried.
Motion by Butler, second by Hirsch, to approve the letter of support for SDDOT. Motion carried.

SUB-RECIPIENT AGREEMENT AND THE ENVIRONMENTAL REPORT TO THE OFFICE OF EMERGENCY MANAGEMENT – L. SCHIEFFER
Motion by Kitzmiller, second by Butler, to table discussion. Motion carried.

SECOND READING OF ORDINANCE 2024 – AN ORDINANCE APPROPRIATING FUNDS FOR THE FISCAL YEAR 2024
Motion by Butler, second by Kitzmiller, to open discussion. Motion carried.
No dollar amount was changed only moved from one account to another.
Motion by Kitzmiller, second by Hirsch, to close discussion. Motion carried.
Motion by Butler, second by Hirsch, to approve the second reading and adopt Ordinance 2024. Motion carried.

CITIZENS INPUT
None.

UPCOMING EVENTS:
City Offices will be closed Monday, October 9th for Native American Day.

ITEMS FROM CITY ATTORNEY
No executive session.

ADJOURNMENT
Motion by Kitzmiller, second by Butler, to adjourn at 6:23 p.m. Motion carried.

(SEAL)

ATTEST:

_____	_____
Stephany Baumeister	Melanie Torno
Finance Officer	Mayor

Published once _____, 2023 at a cost of $_____

City of Summerset, SD

Payable Register

Payable Detail by Vendor Name

Packet: APPKT00024 - 10.05.2023 Invoices

Payable # / Payable Description	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Vendor: 1098 - A&B Business Solutions								Vendor Total:		437.30
IN1087829	Invoice	9/18/2023	9/18/2023	10/5/2023	9/18/2023	45.00	0.00	0.00	0.00	45.00
Water Machine		BANKW - BANK WEST			No					

Items

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

Distributions

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

IN1088868	Invoice	9/20/2023	9/20/2023	10/5/2023	9/20/2023	392.30	0.00	0.00	0.00	392.30
Copy Machines		BANKW - BANK WEST			No					

Notes: City Hall
1,983 -B/W copies
2,632 - Color copies

Police Dapartment
185 - B/W copies
222 - Color copies

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Copy Machines	NA	0.00	0.00	392.30	0.00	0.00	0.00	392.30

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
101-4192-43400	Equip Expense		392.30	100.00%

Vendor: 0322 - AFLAC Remittance Processing								Vendor Total:		135.46
INV0000048	Invoice	9/27/2023	9/27/2023	9/27/2023	9/27/2023	34.45	0.00	0.00	0.00	34.45
AFLAC Accidental		BANKEFT - BANK WEST EFT			No	Payment Date: 9/27/2023		Bank Draft:		DFT0000048

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
AFLAC Accidental	NA	0.00	0.00	34.45	0.00	0.00	0.00	34.45

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
998-0000-21840	Accident Insurance		34.45	0%

INV0000049	Invoice	9/27/2023	9/27/2023	9/27/2023	9/27/2023	4.29	0.00	0.00	0.00	4.29
AFLAC Accidental		BANKEFT - BANK WEST EFT			No	Payment Date: 9/27/2023		Bank Draft:		DFT0000049

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
AFLAC Accidental	NA	0.00	0.00	4.29	0.00	0.00	0.00	4.29

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
998-0000-21840	Accident Insurance		4.29	0%

INV0000050	Invoice	9/27/2023	9/27/2023	9/27/2023	9/27/2023	96.72	0.00	0.00	0.00	96.72
AFLAC Disability		BANKEFT - BANK WEST EFT			No	Payment Date: 9/27/2023		Bank Draft:		DFT0000050

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
AFLAC Disability	NA	0.00	0.00	96.72	0.00	0.00	0.00	96.72

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
998-0000-21840	Accident Insurance		96.72	0%

Payable # / Payable Description	Payable Type	Post Date / Bank Code	Payable Date	Due Date	Discount Date / On Hold	Amount	Tax	Shipping	Discount	Total
Vendor: 1111 - Ambrose, Jonathan									Vendor Total:	50.00
Oct 2023	Invoice	10/5/2023	10/5/2023	10/5/2023	10/5/2023	50.00	0.00	0.00	0.00	50.00
Cell Phone Stipened		BANKW - BANK WEST			No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Cell Phone Stipened	NA	0.00	0.00	50.00	0.00	0.00	0.00	50.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
604-4000-42810	Phone		50.00	100.00%

Payable # / Payable Description	Payable Type	Post Date / Bank Code	Payable Date	Due Date	Discount Date / On Hold	Amount	Tax	Shipping	Discount	Total
Vendor: 1808 - Anglin, Mitch									Vendor Total:	50.00
Oct 2023	Invoice	10/5/2023	10/5/2023	10/5/2023	10/5/2023	50.00	0.00	0.00	0.00	50.00
Cell Phone Stipened		BANKW - BANK WEST			No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Cell Phone Stipened	NA	0.00	0.00	50.00	0.00	0.00	0.00	50.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
101-4310-42810	Phone		50.00	100.00%

Payable # / Payable Description	Payable Type	Post Date / Bank Code	Payable Date	Due Date	Discount Date / On Hold	Amount	Tax	Shipping	Discount	Total
Vendor: 1816 - AT&T Mobility									Vendor Total:	609.62
28720061570X09242023	Invoice	9/16/2023	9/16/2023	10/5/2023	9/16/2023	606.38	0.00	0.00	0.00	606.38
Police Department FirstNet		BANKW - BANK WEST			No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Police Department FirstNet	NA	0.00	0.00	606.38	0.00	0.00	0.00	606.38

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
101-4210-42810	Phone		606.38	100.00%

Payable # / Payable Description	Payable Type	Post Date / Bank Code	Payable Date	Due Date	Discount Date / On Hold	Amount	Tax	Shipping	Discount	Total
287331276198X09232023	Invoice	9/15/2023	9/15/2023	10/5/2023	9/15/2023	3.24	0.00	0.00	0.00	3.24
NetMotion License 605.381.9923		BANKW - BANK WEST			No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
NetMotion License 605.381.9923	NA	0.00	0.00	3.24	0.00	0.00	0.00	3.24

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
101-4210-42810	Phone		3.24	100.00%

Payable # / Payable Description	Payable Type	Post Date / Bank Code	Payable Date	Due Date	Discount Date / On Hold	Amount	Tax	Shipping	Discount	Total
Vendor: 1866 - Baumeister, Stephany									Vendor Total:	89.08
BHFOA Mtg	Invoice	9/20/2023	9/20/2023	10/5/2023	9/20/2023	34.40	0.00	0.00	0.00	34.40
BHFOA Mtg in Sturgis		BANKW - BANK WEST			No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BHFOA Mtg in Sturgis	NA	0.00	0.00	34.40	0.00	0.00	0.00	34.40

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
101-4140-42700	Travel/Conf Expense		34.40	100.00%

Payable # / Payable Description	Payable Type	Post Date / Bank Code	Payable Date	Due Date	Discount Date / On Hold	Amount	Tax	Shipping	Discount	Total
Oct 2023	Invoice	10/5/2023	10/5/2023	10/5/2023	10/5/2023	50.00	0.00	0.00	0.00	50.00
Cell Phone Stipened		BANKW - BANK WEST			No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Cell Phone Stipened	NA	0.00	0.00	50.00	0.00	0.00	0.00	50.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
101-4140-42810	Phone		50.00	100.00%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
postage due	Invoice	10/5/2023	10/5/2023	10/5/2023	10/5/2023	4.68	0.00	0.00	0.00	4.68
paid postage due for address service requ...	BANKW - BANK WEST				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
paid postage due for address service re	NA	0.00	0.00	4.68	0.00	0.00	0.00	4.68

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
604-4000-42150	Postage		4.68	100.00%

Vendor: 1906 - Birgen, Nicholin — Vendor Total: 50.00

Oct 2023	Invoice	10/5/2023	10/5/2023	10/5/2023	10/5/2023	50.00	0.00	0.00	0.00	50.00
Cell Phone Stipend	BANKW - BANK WEST				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Cell Phone Stipend	NA	0.00	0.00	50.00	0.00	0.00	0.00	50.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
101-4140-42810	Phone		50.00	100.00%

Vendor: 1861 - Butler Machinery Company — Vendor Total: 3,765.09

06WO02052104	Invoice	9/29/2023	9/29/2023	10/5/2023	9/29/2023	3,765.09	0.00	0.00	0.00	3,765.09
Eng Oil Pressure Sensor	BANKW - BANK WEST				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Eng Oil Pressure Sensor	NA	0.00	0.00	3,765.09	0.00	0.00	0.00	3,765.09

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
604-4000-42610	Auto Expense		3,765.09	100.00%

Vendor: 0095 - Butler, Dave — Vendor Total: 50.00

Oct 2023	Invoice	10/5/2023	10/5/2023	10/5/2023	10/5/2023	50.00	0.00	0.00	0.00	50.00
Cell Phone Stipend	BANKW - BANK WEST				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Cell Phone Stipend	NA	0.00	0.00	50.00	0.00	0.00	0.00	50.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
101-4110-42810	Phone		50.00	100.00%

Vendor: 0120 - City of Sturgis — Vendor Total: 150.00

15544	Invoice	8/22/2023	8/22/2023	10/5/2023	8/22/2023	150.00	0.00	0.00	0.00	150.00
Patrol Rifle Instructor Course	BANKW - BANK WEST				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Patrol Rifle Instructor Course	NA	0.00	0.00	150.00	0.00	0.00	0.00	150.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
101-4210-42730	Training Expense		150.00	100.00%

Vendor: 1830 - Clarity Telecom — Vendor Total: 1,125.08

Sept 2023	Invoice	9/18/2023	9/18/2023	10/5/2023	9/18/2023	1,125.08	0.00	0.00	0.00	1,125.08
fax/phone/internet	BANKW - BANK WEST				No					

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

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
fax/phone/internet	NA	0.00	0.00	1,125.08	0.00	0.00	0.00	1,125.08

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
101-4192-42800	Utility Expense		1,125.08	100.00%

Vendor: 1813 - DAVIS, OWEN — Vendor Total: 50.00

Oct 2023	Invoice	10/5/2023	10/5/2023	10/5/2023	10/5/2023	50.00	0.00	0.00	0.00	50.00
Cell Phone Stipened	BANKW - BANK WEST				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Cell Phone Stipened	NA	0.00	0.00	50.00	0.00	0.00	0.00	50.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
604-4000-42810	Phone		50.00	100.00%

Vendor: 0468 - Delta Dental — Vendor Total: 994.50

1890244	Invoice	9/11/2023	9/11/2023	10/5/2023	9/11/2023	994.50	0.00	0.00	0.00	994.50
Employee Dental Insurance	BANKW - BANK WEST				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Employee Dental Insurance	NA	0.00	0.00	994.50	0.00	0.00	0.00	994.50

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
998-0000-21800	Dental & Vision Ins Payable		413.40	41.57%
101-4210-41700	Med Ins Expense		268.20	26.97%
101-4140-41700	Med Ins Expense		44.70	4.49%
604-4000-41700	Med Ins Expense		122.92	12.36%
101-4310-41700	Med Ins Expense		134.10	13.48%
211-4650-41700	Med Ins Expense		11.18	1.12%

Vendor: 1452 - Fire Pro — Vendor Total: 102.00

8661	Invoice	9/21/2023	9/21/2023	10/5/2023	9/21/2023	75.50	0.00	0.00	0.00	75.50
Annual Inspection & 2-5lb Recharge	BANKW - BANK WEST				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Annual Inspection & 2-5lb Recharge	NA	0.00	0.00	75.50	0.00	0.00	0.00	75.50

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
101-4210-42500	Repair/Maint Expense		75.50	100.00%

8662	Invoice	9/21/2023	9/21/2023	10/5/2023	9/21/2023	26.50	0.00	0.00	0.00	26.50
Fire Extinguisher Recharge	BANKW - BANK WEST				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Fire Extinguisher Recharge	NA	0.00	0.00	26.50	0.00	0.00	0.00	26.50

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
101-4140-42500	Repair/Maint Expense		26.50	100.00%

Vendor: 0246 - Golden West Technologies — Vendor Total: 350.00

416336	Invoice	9/27/2023	9/27/2023	10/5/2023	9/27/2023	175.00	0.00	0.00	0.00	175.00
Replaced Bad Switch	BANKW - BANK WEST				No					

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

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Replaced Bad Switch	NA	0.00	0.00	175.00	0.00	0.00	0.00	175.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
101-4192-42200	Prof Fees Expense		175.00	100.00%

416530	Invoice	9/29/2023	9/29/2023	10/5/2023	9/29/2023	175.00	0.00	0.00	0.00	175.00
Door Offline	BANKW - BANK WEST				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Door Offline	NA	0.00	0.00	175.00	0.00	0.00	0.00	175.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
101-4192-42200	Prof Fees Expense		175.00	100.00%

Vendor: 1369 - Greenapsis Vendor Total: **485.00**

73	Invoice	10/2/2023	10/2/2023	10/5/2023	10/2/2023	485.00	0.00	0.00	0.00	485.00
Govt Building Janitoral	BANKW - BANK WEST				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Govt Building Janitoral	NA	0.00	0.00	485.00	0.00	0.00	0.00	485.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
101-4192-42200	Prof Fees Expense		485.00	100.00%

Vendor: 1133 - HDR Engineering, Inc Vendor Total: **3,420.00**

1200557031	Invoice	9/15/2023	9/15/2023	10/5/2023	9/15/2023	3,420.00	0.00	0.00	0.00	3,420.00
Southside Sanitary Sewer Prelim Study 20...	BANKW - BANK WEST				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Southside Sanitary Sewer Prelim Study	NA	0.00	0.00	3,420.00	0.00	0.00	0.00	3,420.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
604-4000-42200	Prof Fees Expense		3,420.00	100.00%

Vendor: 0041 - Health Pool of SD Vendor Total: **15,399.09**

2023-5854	Invoice	10/1/2023	10/1/2023	10/5/2023	10/1/2023	15,399.09	0.00	0.00	0.00	15,399.09
Employee Health Insurance	BANKW - BANK WEST				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Employee Health Insurance	NA	0.00	0.00	15,399.09	0.00	0.00	0.00	15,399.09

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
101-4210-41700	Med Ins Expense		4,792.12	31.12%
101-4140-41700	Med Ins Expense		2,068.38	13.43%
604-4000-41700	Med Ins Expense		3,155.69	20.49%
101-4310-41700	Med Ins Expense		2,407.99	15.64%
211-4650-41700	Med Ins Expense		205.50	1.33%
101-4310-41700	Med Ins Expense		2,769.41	17.98%

Vendor: 1513 - Hirsch, Clyde Vendor Total: **50.00**

Oct 2023	Invoice	10/5/2023	10/5/2023	10/5/2023	10/5/2023	50.00	0.00	0.00	0.00	50.00
Cell Phone Stipend	BANKW - BANK WEST				No					

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

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Cell Phone Stipend	NA	0.00	0.00	50.00	0.00	0.00	0.00	50.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
101-4110-42810	Phone		50.00	100.00%

Vendor: 0324 - Kayl, Anthony — Vendor Total: 50.00

Oct 2023	Invoice	10/5/2023	10/5/2023	10/5/2023	10/5/2023	50.00	0.00	0.00	0.00	50.00
Cell Phone Stipend		BANKW - BANK WEST			No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Cell Phone Stipend	NA	0.00	0.00	50.00	0.00	0.00	0.00	50.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
101-4310-42810	Phone		50.00	100.00%

Vendor: 1103 - Kitzmiller, Michael — Vendor Total: 50.00

Oct 2023	Invoice	10/5/2023	10/5/2023	10/5/2023	10/5/2023	50.00	0.00	0.00	0.00	50.00
Cell Phone Stipend		BANKW - BANK WEST			No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Cell Phone Stipend	NA	0.00	0.00	50.00	0.00	0.00	0.00	50.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
101-4110-42810	Phone		50.00	100.00%

Vendor: 1101 - Meade County Auditor — Vendor Total: 2,933.70

Aug. 2023 Dispatch Fees	Invoice	9/22/2023	9/22/2023	10/5/2023	9/22/2023	2,933.70	0.00	0.00	0.00	2,933.70
Aug. 2023 Dispatch Fees		BANKW - BANK WEST			No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Aug. 2023 Dispatch Fees	NA	0.00	0.00	2,933.70	0.00	0.00	0.00	2,933.70

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
101-4210-42820	Dispatch Expense		2,933.70	100.00%

Vendor: 0664 - Meade County Register of Deeds — Vendor Total: 180.00

Besler	Invoice	10/5/2023	10/5/2023	10/5/2023	10/5/2023	90.00	0.00	0.00	0.00	90.00
Recording Fee - Besler Inc		BANKW - BANK WEST			No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Recording Fee - Besler Inc	NA	0.00	0.00	90.00	0.00	0.00	0.00	90.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
101-4652-42300	Publishing Exp		90.00	100.00%

Colasardo	Invoice	10/5/2023	10/5/2023	10/5/2023	10/5/2023	90.00	0.00	0.00	0.00	90.00
Recording Fee - Colasardo		BANKW - BANK WEST			No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Recording Fee - Colasardo	NA	0.00	0.00	90.00	0.00	0.00	0.00	90.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
101-4652-42300	Publishing Exp		90.00	100.00%

Vendor: 1040 - Midwest Radar & Equipment — Vendor Total: 246.00

Payable # / Payable Description	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
	Bank Code				On Hold					
173609	Invoice	9/6/2023	9/6/2023	10/5/2023	9/6/2023	246.00	0.00	0.00	0.00	246.00
ACI Stalker 6 Units	BANKW - BANK WEST				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
ACI Stalker 6 Units	NA	0.00	0.00	246.00	0.00	0.00	0.00	246.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
101-4210-42500	Repair/Maint Expense		246.00	100.00%

Vendor: 1413 - Northern Truck Equipment Corporation Vendor Total: **382,897.83**

RCI03073	Invoice	10/1/2023	10/1/2023	10/5/2023	10/1/2023	382,897.83	0.00	0.00	0.00	382,897.83
Heil 28 YD Garbage Truck	BANKW - BANK WEST				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Heil 28 YD Garbage Truck	NA	0.00	0.00	382,897.83	0.00	0.00	0.00	382,897.83

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
101-4320-43400	Equip Expense		382,897.83	100.00%

Vendor: 1732 - Schieffer, Lisa Vendor Total: **50.00**

Oct 2023	Invoice	10/5/2023	10/5/2023	10/5/2023	10/5/2023	50.00	0.00	0.00	0.00	50.00
Cell Phone Stipend	BANKW - BANK WEST				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Cell Phone Stipend	NA	0.00	0.00	50.00	0.00	0.00	0.00	50.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
101-4140-42810	Phone		50.00	100.00%

Vendor: 0011 - SDRS Vendor Total: **9,833.28**

INV0000051	Invoice	9/27/2023	9/27/2023	9/27/2023	9/27/2023	4,327.18	0.00	0.00	0.00	4,327.18
SDRS 6%	BANKEFT - BANK WEST EFT				No	Payment Date: 9/27/2023		Bank Draft:		DFT0000051

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
SDRS 6%	NA	0.00	0.00	4,327.18	0.00	0.00	0.00	4,327.18

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
211-0000-21910	SDRS Payable		182.86	0%
101-0000-21910	SDRS Payable		2,648.02	0%
604-0000-21910	SDRS Payable		1,496.30	0%

INV0000052	Invoice	9/27/2023	9/27/2023	9/27/2023	9/27/2023	5,506.10	0.00	0.00	0.00	5,506.10
SDRS 8%	BANKEFT - BANK WEST EFT				No	Payment Date: 9/27/2023		Bank Draft:		DFT0000052

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
SDRS 8%	NA	0.00	0.00	5,506.10	0.00	0.00	0.00	5,506.10

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
101-0000-21910	SDRS Payable		5,506.10	0%

Vendor: 1022 - SDRS-SUPPLEMENTAL RETIREMENT PLAN (SDSRP) Vendor Total: **495.00**

INV0000053	Invoice	9/27/2023	9/27/2023	9/27/2023	9/27/2023	495.00	0.00	0.00	0.00	495.00
SDRS Supplemental	BANKW - BANK WEST				No					

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

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
SDRS Supplemental	NA	0.00	0.00	495.00	0.00	0.00	0.00	495.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
101-0000-21910	SDRS Payable		350.01	0%
604-0000-21910	SDRS Payable		144.99	0%

Vendor: 1820 - Smith, Jeff Vendor Total: 50.00

Oct 2023	Invoice	10/5/2023	10/5/2023	10/5/2023	10/5/2023	50.00	0.00	0.00	0.00	50.00
Cell Phone Stipend	BANKW - BANK WEST				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Cell Phone Stipend	NA	0.00	0.00	50.00	0.00	0.00	0.00	50.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
101-4310-42810	Phone		50.00	100.00%

Vendor: 1729 - Torno, Melanie Vendor Total: 50.00

Oct 2023	Invoice	10/5/2023	10/5/2023	10/5/2023	10/5/2023	50.00	0.00	0.00	0.00	50.00
Cell Phone Stipend	BANKW - BANK WEST				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Cell Phone Stipend	NA	0.00	0.00	50.00	0.00	0.00	0.00	50.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
101-4120-42810	Phone		50.00	100.00%

Vendor: 1023 - Tyler Technologies Vendor Total: 1,811.50

025-438365	Invoice	9/13/2023	9/13/2023	10/5/2023	9/13/2023	1,102.50	0.00	0.00	0.00	1,102.50
UB Go Live	BANKW - BANK WEST				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
UB Go Live	NA	0.00	0.00	1,102.50	0.00	0.00	0.00	1,102.50

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
101-4192-43400	Equip Expense		1,102.50	100.00%

025-439870	Invoice	9/28/2023	9/28/2023	10/5/2023	9/28/2023	709.00	0.00	0.00	0.00	709.00
Credit Card Reader/Installation	BANKW - BANK WEST				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Credit Card Reader/Installation	NA	0.00	0.00	709.00	0.00	0.00	0.00	709.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
101-4192-43400	Equip Expense		709.00	100.00%

Vendor: 0128 - United Stated Treasury Vendor Total: 17,777.70

INV0000054	Invoice	9/27/2023	9/27/2023	9/27/2023	9/27/2023	5,553.49	0.00	0.00	0.00	5,553.49
Federal W/H	BANKEFT - BANK WEST EFT				No	Payment Date: 9/27/2023			Bank Draft:	DFT0000053

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Federal W/H	NA	0.00	0.00	5,553.49	0.00	0.00	0.00	5,553.49

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
211-0000-21710	Payroll Tax Payable		166.41	0%
101-0000-21710	Payroll Tax Payable		4,754.45	0%
604-0000-21710	Payroll Tax Payable		632.63	0%

Payable # / Payable Description	Payable Type	Post Date / Bank Code	Payable Date	Due Date	Discount Date / On Hold	Amount	Tax	Shipping	Discount	Total
INV0000055	Invoice	9/27/2023	9/27/2023	9/27/2023	9/27/2023	9,249.08	0.00	0.00	0.00	9,249.08
Social Security		BANKEFT - BANK WEST EFT			No	Payment Date: 9/27/2023			Bank Draft:	DFT0000054

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Social Security	NA	0.00	0.00	9,249.08	0.00	0.00	0.00	9,249.08

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
211-0000-21710	Payroll Tax Payable		186.82	0%
604-0000-21710	Payroll Tax Payable		1,424.22	0%
101-0000-21710	Payroll Tax Payable		7,638.04	0%

INV0000056	Invoice	9/27/2023	9/27/2023	9/27/2023	9/27/2023	2,163.08	0.00	0.00	0.00	2,163.08
Medicare		BANKEFT - BANK WEST EFT			No	Payment Date: 9/27/2023			Bank Draft:	DFT0000055

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Medicare	NA	0.00	0.00	2,163.08	0.00	0.00	0.00	2,163.08

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
211-0000-21710	Payroll Tax Payable		43.70	0%
604-0000-21710	Payroll Tax Payable		333.06	0%
101-0000-21710	Payroll Tax Payable		1,786.32	0%

Q2/2023	Invoice	9/27/2023	9/27/2023	10/5/2023	9/27/2023	812.05	0.00	0.00	0.00	812.05
Balance Due		BANKW - BANK WEST			No	Payment Date: 10/5/2023			Bank Draft:	DFT0000056

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Balance Due	NA	0.00	0.00	812.05	0.00	0.00	0.00	812.05

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
101-4140-42900	Other Expense		812.05	100.00%

Vendor: 0202 - Western Communications Inc. **Vendor Total: 65.00**

19285	Invoice	9/21/2023	9/21/2023	10/5/2023	9/21/2023	65.00	0.00	0.00	0.00	65.00
Radio Programming		BANKW - BANK WEST			No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Radio Programming	NA	0.00	0.00	65.00	0.00	0.00	0.00	65.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
101-4210-42500	Repair/Maint Expense		65.00	100.00%

Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	47	443,852.23	0.00	0.00	0.00	443,852.23	27,746.44	416,105.79
	Grand Total:	**443,852.23**	**0.00**	**0.00**	**0.00**	**443,852.23**	**27,746.44**	**416,105.79**

Account Summary

Account	Name	Amount
101-0000-21710	Payroll Tax Payable	14,178.81
101-0000-21910	SDRS Payable	8,504.13
101-4110-42810	Phone	150.00
101-4120-42810	Phone	50.00
101-4140-41700	Med Ins Expense	2,113.08
101-4140-42500	Repair/Maint Expense	26.50
101-4140-42700	Travel/Conf Expense	34.40
101-4140-42810	Phone	150.00
101-4140-42900	Other Expense	812.05
101-4192-42200	Prof Fees Expense	835.00
101-4192-42800	Utility Expense	1,125.08
101-4192-43400	Equip Expense	2,248.80
101-4210-41700	Med Ins Expense	5,060.32
101-4210-42500	Repair/Maint Expense	386.50
101-4210-42730	Training Expense	150.00
101-4210-42810	Phone	609.62
101-4210-42820	Dispatch Expense	2,933.70
101-4310-41700	Med Ins Expense	5,311.50
101-4310-42810	Phone	150.00
101-4320-43400	Equip Expense	382,897.83
101-4652-42300	Publishing Exp	180.00
	Total:	**427,907.32**

Account	Name	Amount
211-0000-21710	Payroll Tax Payable	396.93
211-0000-21910	SDRS Payable	182.86
211-4650-41700	Med Ins Expense	216.68
	Total:	**796.47**

Account	Name	Amount
604-0000-21710	Payroll Tax Payable	2,389.91
604-0000-21910	SDRS Payable	1,641.29
604-4000-41700	Med Ins Expense	3,278.61
604-4000-42150	Postage	4.68
604-4000-42200	Prof Fees Expense	3,420.00
604-4000-42610	Auto Expense	3,765.09
604-4000-42810	Phone	100.00
	Total:	**14,599.58**

Account	Name	Amount
998-0000-21800	Dental & Vision Ins Payable	413.40
998-0000-21840	Accident Insurance	135.46
	Total:	**548.86**

City of Summerset, SD

Refund Check Register

Refund Check Detail

UBPKT00075 - Refunds 0 UBPKT00073 Regular

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
02-0170-01	Schreiner, Mark	10/5/2023	26910	27.67			27.67	Generated From Billing
02-0686-00	Nordell, Ron	10/5/2023	26911	11.30			11.30	Generated From Billing
Total Refunds: 2			**Total Refunded Amount:**	38.97				

Revenue Code Summary

Revenue Code	Amount
996 - 996	38.97
Revenue Total:	38.97

Utility Billing Adjustments

Totals by Transaction Type and Revenue Code

Transaction Type	Revenue Code	Count	Amount
	890-S - Tax	1	-1.10
	Miscellaneous Adjustment Total:		-254.34
	Total for Period:	16	-254.34

Totals by Revenue Code

Revenue Code	Count	Amount
150 - Commercial	1	-59.47
195-P - Penalty as a service posted in legacy	3	-45.00
400 - Residential Sewer	5	-130.21
500 - Garbage	2	-33.96
700 - Debt Reserve	1	-2.20
802 - Maintenance Reserve Fee	1	-4.50
803 - NSF Fee	1	30.00
806 - SRF Debt Service	1	-7.90
890-S - Tax	1	-1.10
Total for Period:	16	-254.34

Sid Reade
Finance Commissioner

Month of: September, 2023

Meetings:

- Attended one regular commission meeting
- Observed the:
  - Planning and Zoning Meeting

Contacts:

- Attended the food truck night at City Hall
- Budget discussion with Finance Officer
- Discussion with City Administrator
  - Budget

Required Report

Sept 2023 Commissioner Kitzmiller

MEETINGS

- Attended 2 Commission Meeting
- Attended Special Meeting
- Attended 1 Parks Board Meeting

PUBLIC WORKS

Almost daily calls or text messages with Public Works Supervisor.

- Public Works Supervisor and I discussed the following:
- Crack sealing of public streets.
- Removal of Yard Waste containers by the end of Oct.
- We spoke about not having a junk dump day at the end of the month. Maybe waiting till spring.
- I was provided pricing for the Leisure Lane parks slide replacement. This information was passed along to the Parks Board Chairperson before receiving information about out Chairperson resigning. I will pass along all pricing for fencing, benches, and slide replacement to rest of the parks board at our next meeting.
- I spoke to homeowners on Leisure Lane regarding the property sale behind their homes.

Monitored my Facebook page.

SEPTEMBER 2023 MAYOR REPORT

COMMISSION MEETINGS

* Attended Two (2) Commission Meetings

CITY DEVELOPMENT AND PLANNING

* Discussions regarding surplus city land with MWheeler and LSchieffer with follow up emails
* Review letter regarding surplus land from MWheeler with follow up phone call
* Discussed Norman Ranch housing development with LSchieffer regarding layout plan and possible developers agreement with follow up emails and discussions
* Meeting with JAmbrose, DButler, AKayl, LSchieffer, and Gingras regarding purchase of land near waste water treatment plant
* Meeting with BBjorn and DBrennenman of Piedmont Valley Chamber of Commerce, AAnglin from SEDC, and LSchiefer to discuss future needs of economic development and collaboration
* Review of video from Governor's Office of Economic Development with follow up emails
* City tour with AAnglin from SEDC and LSchieffer to discuss current and future development
* Meeting with TNorman regarding commercial development
* Meeting with DBrennenman and BBjorn regarding presentation to commission regarding collaboration with SEDC for additional position for economic development
* Reviewed complaint from resident near Infinity Dr.
* Follow up conversation with JAmbrose regarding purchase of land and counter offer, as well as review of follow up emails
* Discussions (ongoing) with City Administrator regarding current developments, including zoning, platting, and future growth
* Discussions with LSchieffer regarding future developments, both residential and commercial developments
* Follow up conversations with possible businesses and individuals with ideas for future business
* Meeting with JAmbrose, DButler, AKayl, LSchieffer, and Gingras family to discuss purchase of and agreement regarding land purchase with follow up emails and discussions regarding purchase options

* Review of emails and documents from TWiezorek regarding development matters
* Phone conference with TWiezorek and LSchieffer regarding development matters
* Follow up emails with FEMA regarding review and meeting
* Reviewed and signed multiple building permits

DEPARTMENT AND PERSONNEL INTERACTION

* Discussions (follow up) with SBaumeister and AKayl regarding garbage truck purchase
* Discussion with SBaumeister regarding 2024 budget
* Discussions with AKayl regarding 2023 budget and monies available in certain line items
* Site visit and discussion with AKayl regarding drainage in Sun Valley Estates and plan for clean up of debris
* Follow up discussions with AKayl and SBaumeister regarding capital improvement monies and upcoming resolution
* Discussions with Chief Nasser regarding personnel matters and job postings
* Follow up emails with FEMA
* Discussion with AKayl regarding street repair schedule
* Discussion with AKayl regarding code enforcement and roofing permits
* Reviewed invoices for the month of August
* Reviewed financial information, including revenue and expenditure reports
* Email with SReade regarding FEMA updates
* Follow up discussion with AKayl regarding ordinances, revisions, and methods of fines/tickets
* Discussion with LSchieffer regarding 2024 budget overview
* Reviewed emails from Superintendent Wormstadt and awaiting follow up from Parks & Rec Committee
* Email with KMcIntosh regarding resignation from Parks & Rec Committee with follow up email
* Email from MKitzmiller regarding rumors of surplus land he heard with response email
* Discussions with LSchieffer regarding grant opportunities
* Follow up phone discussion regarding equipment purchase with Public Works
* Review of emails from HDR regarding street bid for Astoria Ct.

* Discussion with Chief Nasser regarding motorcycle incident
* Discussed with LSchieffer regarding insurance claim to SDPAA
* Reviewed email of citizens complaint and correspondence with LSchieffer and MWheeler
* Reviewed resignation of Officer Uebel
* Review of Sgt Macrander's 90 day review
* Discussion with AKayl regarding abatements
* Reviewed agenda for Commission meeting
* Approved and signed leave slips
* Reviewed Planning & Zoning Committee meeting via facebook live
* Reviewed Parks & Recreation Committee meeting
* Reviewed major incident reports (MIR) from Police Department
* Discussion with JAmbrose regarding updates to waste water expansion project and current progress
* Reviewed waste water meeting minutes provided by JAmbrose

MISC.

* Attended Piedmont Valley Chamber of Commerce Food Truck Night at the city admin building
* Contact with Senator Thune's office - follow up
* Discussion with accounting firms regarding forensic audit availability
* Phone call with citizen regarding drainage behind their home
* Home visit to citizen's home and neighbors with AKayl to view and discuss drainage and ongoing plan for clean out that Public Works had already began
* Reviewed citizen emails through cityinfo
* Discussion with citizen regarding motorcycle incident with follow up phone call to Chief Nasser with Meade County
* Follow up phone call with citizen regarding SDPAA letter and claim form needed to process claim
* Discussion with MLeone regarding land for purchase near Sturgis Rd.
* Conversations regarding DOT land at Stage Stop exit and plan for interchange project and 2nd exit

Required Report

Sept **2023 Commissioner Clyde Hirsch**

MEETINGS

- Attended 2 ( ) Commission Meetings
- Attended _____( ) Special Meetings.

POLICE DEPARTMENT

9-1- Talked to Mayor on 90 day Review

9-5 Visited with Lisa on 90 day Review

9-5 Visit with Chief Nasser

9-21 checked in with Sgt. McCranter while the chief was on Vac.

SUMMERSET POLICE DEPARTMENT

7055 Leisure Ln. Summerset, SD 57718
Office: 605-721-6806 Fax: 605-721-6381
Chief of Police, Rich Nasser

Letter of Resignation

Chief Rich Nasser
C/C Sgt Matt Macrander,

I have decided to resign from my position as a Police Officer. I will be pursuing further higher education and a career in the education field. My resignation will be effective October 4, 2023. It has been an immense privilege to serve the City and the citizens of Summerset as a member of the police force. I am so very appreciative of all the opportunities afforded to me during my tenure as an employee. I wish you and all the members of the Summerset Police Department nothing but the best. Please be in contact if you ever need anything.

Respectfully,

Derek M. Uebel

Ofc Derek M. Uebel
#307
(478) 334-1382

Lisa Schieffer

From: Kelly McIntosh <kellymcintosh79@gmail.com>
Sent: Wednesday, September 27, 2023 1:16 PM
To: Lisa Schieffer; Michael Kitzmiller; Melanie Torno
Subject: Summerset Parks Board

September 27, 2023

Dear City of Summerset,

I would first like to apologize as I intended to serve The Summerset Parks board for as long as possible but unforeseen circumstances have come up and at this time I will be resigning from the City of Summerset Parks board.

I would like to thank you for this opportunity and wish the Parks Board the very best. I know you will do what is best for our neighbors and residents of the city of Summerset.

Thank You,

Kelly McIntosh

Ordinance 2023-16

AN ORDINANCE ADDING ORDINANCE TITLE IX – GENERAL REGULATIONS, CHAPTER 92- HEALTH AND SANITATION; NUISANCES, SUBSECTION 92.034 DUTY OF OWNER, MANAGER, LESSEE OR TENANT

§ 92.034 DUTY OF OWNER, MANAGER, LESSEE OR TENANT.

It shall be unlawful for any owner, manager, lessee, tenant, or other person occupying or having charge or control of any lot in the city to permit unmaintained vegetation and weeds to remain upon said city lot. This requirement shall apply not only to the lot but also to the area between the lot line and the street surface within the right-of-way adjoining the lot. All weeds as hereinafter defined are hereby declared a nuisance and are subject to abatement as hereinafter provided.

"Weeds" as used herein, means any of the following:

1.Brush and woody vines;

2. Vegetation and grasses, categorized as weeds, and any growth of the soil which attains such growth as to become, when dry, a fire menace to adjacent property;

3.Any growth or product of the soil which bear or may bear seeds of a down or wing type nature;

4.Vegetation which is located in an area which harbors rats, insects, animals, reptiles, or any other creature which either may or does constitute a menace to health, public safety or welfare;

5.Vegetation and grasses on or about property which would be categorized as weeds, having a negative appearance on the neighborhood.

"Vegetation" as used herein, means any growth or product of the soil except a vegetable garden, ornamental flowers or shrubs, trees, grain or food crops, if kept and maintained free of weeds and grass.

Passed and adopted this 5th day of October 2023.

_____
Melanie Torno, Mayor

ATTEST:

_____
Stephany Baumeister, Finance Officer

VOTE:
Torno:
Kitzmiller:
Butler:
Hirsch:
Reade:

First Reading: September 21st, 2023
Second Reading: October 5th, 2023
Adoption: October 5th, 2023
Publication:
Effective:

Published once _____ at the total approximate cost of $_____.

Lisa Schieffer

From: Jonas, Blaire <Blaire.Jonas@state.sd.us>
Sent: Monday, September 18, 2023 3:18 PM
To: Lisa Schieffer
Cc: Kailey Snyder; Petersen, Brandy; Poppen, Jim; Kafka, Kyle
Subject: Grant Award for Summerset Generator DR-4527-05F
Attachments: 4527-05F Summerset Generator Grant Award.pdf

Good afternoon,

Please find the attached grant award for Summerset's generator for the city hall and police station. Lisa, you are listed as the Subrecipient Authorized Representative (SAR). As the SAR, you may sign the grant award if your entity authorizes that. Please review the grant award, sign pages 9 and 14, and return them to our office for completion.

We are implementing a change to the grant award process. Our Mitigation staff will host a virtual grant award briefing to discuss the award, special project considerations, quarterly reporting, reimbursement process, and grant closeout. After receiving grant award signatures, we will coordinate with the city to schedule the briefing.

If anyone has any questions, please let our staff know.

Thank you, and congratulations!

BLAIRE JONAS | NFIP/MITIGATION SPECIALIST
PRONOUNS: SHE/HER
SD Dept. of Public Safety | Office of Emergency Management
(605) 773-3231
Customer Experience Survey

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SOUTH DAKOTA
DEPARTMENT
OF PUBLIC SAFETY
prevention ~ protection ~ enforcement
EMERGENCY MANAGEMENT

221 SOUTH CENTRAL AVENUE • PIERRE, SOUTH DAKOTA 57501
P: 605.773.3231
F: 605.773.3580
www.facebook.com/SDPublicSafety
W: DPS.SD.GOV
www.twitter.com/SDPublicSafety

09/18/2023

City of Summerset
Lisa Schieffer, City Administrator
7055 Leisure Lane
Summerset, SD 57718

Re: Hazard Mitigation Grant Program (HMGP) Award –DR-4527-HMGP-05F

Dear Ms. Schieffer:

A grant award has been approved through the Hazard Mitigation Grant Program Grant. This award is to the City of Summerset to acquire and install a backup generator Summerset's city hall and police station. The federal share will not exceed $25,267.50. Your entity has been awarded a 10% state share for $2,807.50. Should the total eligible project cost be less than $28,075.00, the respective federal, state and sub-applicant share will be reduced accordingly. **Please sign and return the Sub-Recipient Agreement and the Environmental Report to the Office of Emergency Management.**

Ensure all environmental/historical preservation requirements are complied with in the execution of this project per the enclosed FEMA Environmental Report. Any deviation from the original scope of work will require a written request for a change of scope. This request will identify the proposed change of scope and address any adjustments of the total project cost and/or work schedule. Work cannot progress with regard to the request for change of scope until authorization has been received from the state to proceed.

A quarterly report must be submitted by the 15th of January and then quarterly thereafter until the project has been completed. Quarterly reports are due the 15th of January, April, July and October. **Please review paragraph 30 for further details**. Should you have any questions, please contact me at (605) 773-3231.

Respectfully,

Jim Poppen
Mitigation and Recovery Manager

CC:
File
Rhea Crane, Meade County EM
Brandy Petersen, Regional Coordinator

STATE OF SOUTH DAKOTA
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF EMERGENCY MANAGEMENT

Sub-Recipient Agreement
Between

City of Summerset 7055 Leisure Lane Summerset, SD 57718	State of South Dakota Department of Public Safety Office of Emergency Management 118 W. Capitol Ave. Pierre SD 57501
Referred to as Sub-Recipient	Referred to as State

The State and Sub-Recipient hereby enter into this agreement (the "Agreement" hereinafter) for a grant award of Federal financial assistance to Sub-Recipient.

A. REQUIRED AUDIT PROVISIONS FOR GRANT AWARDS

1. FEDERAL AWARD IDENTIFICATION:

Information for the Federal Award Identification, as described in 2 CFR 200.331(a) is included in Exhibit A and, is incorporated herein. In the event of a change in the award or funding source, the information inserted below or included in Exhibit A may change. Sub-Recipient's consent shall not be required for the change in award or funding source and the change shall not be subject to the requirements for an amendment to this Agreement. In the event of a change, the State will provide updated information at least annually.

2. PERIOD OF PERFORMANCE OF THIS AGREEMENT:

This agreement shall be effective as indicated in Exhibit A.

3. SCOPE OF WORK AND PERFORMANCE PROVISIONS:

A. The Sub-Recipient will undertake and complete the work or performance as follows: to acquire and install a backup generator Summerset's city hall and police station

4. BASIS FOR SUBAWARD AMOUNTS:

This grant is made for the purpose of DR-4527-HMGP and the amounts are indicated in Exhibit A.

5. RISK ASSESSMENTS, MONITORING AND REMEDIES:

Risk assessments will be ongoing throughout the project period. Sub-Recipient agrees to allow the State to monitor Sub-Recipient to ensure compliance with program requirements, to identify any deficiencies in the administration and performance of the award and to facilitate the same. At the discretion of the State, monitoring may include but is not limited to the following: On-site visits, follow-up, document and/or desk reviews, third-party evaluations, virtual monitoring, technical assistance, and informal monitoring such as email and telephone interviews. As appropriate, the cooperative audit resolution process may be applied.

Sub-Recipient agrees to comply with ongoing risk assessments, to facilitate the monitoring process, and further, Sub-Recipient understands and agrees that the requirements and conditions under the grant award may change as a result of the risk assessment/monitoring process.

In the event of noncompliance or failure to perform under the grant award, the State has the authority to apply remedies, including but not limited to: temporary withholding payments, disallowances, suspension or

termination of the federal award, suspension of other federal awards received by Sub-Recipient, debarment, or other remedies including civil and/or criminal penalties as appropriate.

6. RETENTION AND INSPECTION OF RECORDS:

The Sub-Recipient agrees to maintain or supervise the maintenance of records necessary for the proper and efficient operation of the program, including records and documents regarding applications, determination of eligibility (when applicable), the provision of services, administrative costs, and statistical, fiscal, and other information records necessary for reporting and accountability required by the State. The Sub-Recipient shall retain such records for a period of three years after the date of the submission of the final expenditure report. Records for real property and equipment must be retained for 3 years after final disposition.

If any litigation, claim, or audit is started before the expiration of the three-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. The three-year retention period may be extended upon written notice by the State. Records for real property and equipment acquired with Federal funds must be retained for three years after final disposition. When records are transferred to or maintained by the Federal awarding agency or the State, the three-year retention requirement is not applicable to the Sub-Recipient. In the event Sub-Recipient must report program income after the period of performance, the retention period for the records pertaining to the earning of the program income starts from the end of Sub-Recipient's fiscal year in which the program income is earned. In the event the documents and their supporting records consist of indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable, the following applies: (1) If submitted for negotiation - If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the State) to form the basis for negotiation of the rate, then the three -year retention period for its supporting records starts from the date of such submission. (2) If not submitted for negotiation - If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the State) for negotiation purposes, then the three-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the Sub-Recipient's fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

The State, through any authorized representative, shall have access to and the right to examine and copy all records, books, papers, or documents related to services rendered under this Agreement and shall have access to personnel of the Sub-Recipient for purposes of interview and discussion related to the records, books, papers, and documents. State Proprietary Information, which shall include all information disclosed to the Sub-Recipient by the State, shall be retained in Sub-Recipient's secondary and backup systems, and shall remain fully subject to the obligations of confidentiality stated herein until such information is erased or destroyed in accordance with Sub-Recipient's established record retention policies.

All payments to the Sub-Recipient by the State are subject to site review and audit as prescribed and carried out by the State. Any over payment under this Agreement shall be returned to the State within thirty days after written notification to the Sub-Recipient.

7. AUDIT REQUIREMENTS:

If Sub-Recipient expends $750,000 or more in federal awards during the Sub-Recipient's fiscal year, the Sub-Recipient must have an audit conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, by an auditor approved by the Auditor General to perform the audit. On continuing audit engagements, the Auditor General's approval should be obtained annually. Approval of an auditor must be obtained by forwarding a copy of the audit engagement letter to:

Department of Legislative Audit
A-133 Coordinator
427 South Chapelle
% 500 East Capitol
Pierre, SD 57501-5070

If the Sub-Recipient expends less than $750,000 during any Sub-Recipient fiscal year, the State may perform a more limited program or performance audit related to the completion of the Agreement objects, the eligibility of services or costs, and adherence to Agreement provisions.

Audits shall be completed and filed with the Department of Legislative Audit by the end of the 9th month following end of the fiscal year being audited.

For either an entity-wide, independent financial audit or an audit under 2 CFR Part 200 Subpart F, the Sub-Recipient shall resolve all interim audit findings to the satisfaction of the auditor. The Sub-Recipient shall facilitate and aid any such reviews, examinations, agreed upon procedures etc., the State or its contractor(s) may perform.

Failure to complete audit(s) as required, including resolving interim audit findings, will result in the disallowance of audit costs as direct or indirect charges to programs. Additionally, a percentage of awards may be withheld, overhead costs may be disallowed, and/or awards may be suspended, until the audit is completely resolved.

The Sub-Recipient shall be responsible for payment of any and all audit exceptions which are identified by the State. The State may conduct an agreed upon procedures engagement as an audit strategy. The Sub-Recipient may be responsible for payment of any and all questioned costs, as defined in 2 C.F.R. 200.84, at the discretion of the State.

Notwithstanding any other condition of the Agreement, the cooperative audit resolution process applies, as appropriate. The books and records of the Sub-Recipient must be made available if needed and upon request at the Sub-Recipient's regular place of business for audit by personnel authorized by the State. The State and/or federal agency has the right to return to audit the program during performance under the grant or after close-out, and at any time during the record retention period, and to conduct recovery audits including the recovery of funds, as appropriate.

If applicable, Sub-Recipient agrees to comply in full with the administrative requirements and cost principles as outlined in OMB uniform administrative requirements, cost principles, and audit requirements for federal awards – 2CFR Part 200 (Uniform Administrative Requirements).

8. SUB-RECIPIENT ATTESTATION:

By signing this Agreement, Sub-Recipient attests to the following requirements as set forth in SDCL § 1-56-10:

(A) A conflict of interest policy is enforced within the recipient's or sub-recipient's organization;

(B) The Internal Revenue Service Form 990 has been filed, if applicable, in compliance with federal law, and is displayed immediately after filing on the recipient's or sub-recipient's website;

(C) An effective internal control system is employed by the recipient's or sub-recipient's organization; and

(D) If applicable, the recipient or sub-recipient is in compliance with the federal Single Audit Act, in compliance with § 4-11-2.1, and audits are displayed on the recipient's or sub-recipient's website.

Sub-Recipient further represents that any and all concerns or issues it had in complying with the foregoing attestations were provided to the State and resolved to their satisfaction prior to signing this Agreement.

If Sub-recipient is a non-state agency they agree to disclose to the State, in writing, any conflict of interest that exist under the Sub-recipient's conflict of interest policy. The State will publicly post any disclosed conflicts of interest along with the corresponding grant agreement on the OpenSD website.

In the event of a significant change in the conflict of interest policy, sub-recipient agrees to provide immediate notice of such change to the State, and provide a copy of the new conflict of interest policy. Sub-recipient understands that any change in the conflict of interest policy may result in a change in their monitoring or other performance requirements under the grant and expressly agrees to comply with those changes and to facilitate any additional monitoring as required by the State.

9. CLOSEOUT:

Sub-grant closeout will be completed upon verification of final reimbursement between the State and sub-recipient. The State will prepare the closeout documents consisting of: 1-Request to close the grant, 2-Final

Mitigation Project Work Schedule and Performance Report, 3-Written justification all environmental Conditions were met. The State will provide the completed documents to the sub-recipient for review for accuracy or corrections and upon verification of accuracy documents, sub-recipient will sign and return to the State. This will complete the sub-recipient closeout requirements.

B. STANDARD CLAUSES

10. ASSURANCE REQUIREMENTS:

The Sub-Recipient agrees to abide by all applicable provisions of the following: Byrd Anti Lobbing Amendment (31 USC 1352), Debarment and Suspension (Executive Orders 12549 and 12689 and 2 C.F.R. 180), Drug-Free Workplace, Executive Order 11246 Equal Employment Opportunity as amended by Executive Order 11375 and implementing regulations at 41 C.F.R. part 60, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Drug Abuse Office and Treatment Act of 1972, Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Age Discrimination Act of 1975, Americans with Disabilities Act of 1990, Pro-Children Act of 1994, Hatch Act, Health Insurance Portability and Accountability Act (HIPAA) of 1996 as amended, Clean Air Act, Federal Water Pollution Control Act, Charitable Choice Provisions and Regulations, Equal Treatment for Faith-Based Religions at Title 28 Code of Federal Regulations Part 38, the Violence Against Women Reauthorization Act of 2013 and American Recovery and Reinvestment Act of 2009, as applicable; and any other nondiscrimination provision in the specific statute(s) under which application for Federal assistance is being made; and the requirements of any other nondiscrimination statute(s) which may apply to the award; and any additional provision found in Exhibit C.

11. SUB-RECIPIENT IDENTIFICATION:
Upon execution of this Agreement, Sub-Recipient will provide the State with Sub-Recipient's Employer Identification Number, Federal Tax Identification Number or Social Security Number.

12. USE OF EQUIPMENT, SUPPLIES AND FACILITIES:
Sub-Recipient will not use State equipment, supplies or facilities.

13. THIRD PARTY BENEFICIARIES:
This Agreement is intended to govern only the rights and interests of the parties named herein. It is not intended to create, does not and may not be relied upon to create, any rights, substantive or procedural, enforceable at law by any third party in any matters, civil or criminal.

14. COST PRINCIPLES:

Sub-Recipient agrees to comply in full with the administrative requirements and cost principles as outlined in OMB uniform administrative requirements, cost principles, and audit requirements for federal awards – 2CFR Part 200 (Uniform Administrative Requirements).

15. TERMINATION:

This Agreement may be terminated by either party hereto upon thirty (30) days written notice. In the event the Sub-Recipient breaches any of the terms or conditions hereof, this agreement may be terminated by the State for cause at any time, with or without notice. Sub-Recipient may only terminate this Agreement if no grant funds under this Agreement have been expended. If this Agreement is terminated for any reason and the project is only partially complete, the Sub-Recipient may be required to repay all grant funds paid under this Agreement to the State.

16. FUNDING:

This Sub-Recipient Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of the law or federal funds reduction, this Agreement will be terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.

17. ASSIGNMENT AND AMENDMENT:

This Agreement may not be assigned, nor the funds given to a new or additional subrecipient, without the express written consent of the State. This agreement may not be amended except in writing, which writing shall be expressly identified as part hereof, and be signed by an authorized representative of each of the parties hereto. Any assignees, subrecipients, or successors in interest must agree to be bound by all terms contained within this agreement and shall be bound hereby to all these terms.

18. CONTROLLING LAW:

This Sub-Recipient Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota, exclusive of its choice of law principals. Federal law, administrative rules, and grant guidelines control the use and administration of federal grants. Venue for any lawsuit pertaining to or affecting this Agreement shall be in the Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

19. SUPERCESSION:

All other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.

20. SEVERABILITY:

In the event that any provision of this Agreement shall be held unenforceable or invalid by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement, which shall remain in full force and effect.

21. NOTICE:

Any notice or other communication required under this Agreement shall be in writing.

22. SUBCONTRACTORS/SUB-SUB-RECIPIENTS:

The Sub-Recipient may use contractors to perform work under this Agreement as set forth in Section C. The Sub-Recipient may not sub-grant funds under this Agreement without the previous written approval of the State.

The Sub-Recipient will include provisions in its contracts for this project (or sub-grants if approved) requiring its contractors and sub-recipients to comply with the applicable provisions of this Agreement, to indemnify the State, and to provide insurance coverage for the benefit of the State in a manner consistent with this Agreement. The Sub-Recipient will cause its contractors, sub-recipients, agents, and employees to comply with applicable federal, state, and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance. The State, at its option, may require the vetting of any contractors and/or sub-recipients. The Sub-Recipient is required to assist in this process as needed.

23. CONFLICT OF INTEREST:

Sub-Recipient agrees to establish safeguards to prohibit any employee or other person from using their position for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain as contemplated by SDCL 5-18A-17 through 5-18A-17.6. Any potential conflict of interest must be disclosed in writing and approved, in writing, by the State. In the event of a conflict of interest, the Sub-Recipient expressly agrees to be bound by the conflict of interest resolution process set forth in SDCL § 5-18A-17 through 5-18A-17.6.

24. TERMS:

By accepting this Agreement, the Sub-Recipient assumes certain administrative and financial responsibilities. Failure to adhere to these responsibilities without prior written approval by the State shall be a violation of the terms of this Agreement, and the Agreement shall be subject to termination. Termination of this Agreement for any reason by either party does not relieve the Sub-Recipient of its responsibilities under this Agreement as to funds already paid.

The indemnification provision of this Agreement survives termination. If the Sub-Recipient fails to complete the project within the timelines of this Agreement, the Sub-Recipient may submit a written request for an extension. If no request for an extension is received, and the term of this Agreement expires, the funds awarded under this Agreement will automatically de-obligate and be available to other sub-recipients. The term of this Agreement does not include processing time allowed for final bills, but all work must be completed within the term unless an extension is requested and approved in writing.

25. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION:

Sub-Recipient certifies, by signing this Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or any state or local government department or agency. Sub-Recipient further agrees that it will immediately notify the State if during the term of this Agreement it or its principals become subject to debarment, suspension, or ineligibility from participating in transactions by the federal government, or by any state or local government department or agency.

C. AGENCY OR GRANT SPECIFIC CLAUSES

26. COMPLIANCE WITH EXECUTIVE ORDER 2020-01

By entering into this Agreement, Sub-Recipient certifies and agrees that it has not refused to transact business activities, it has not terminated business activities, and it has not taken other similar actions intended to limit its commercial relations, related to the subject matter of this Agreement, with a person or entity that is either the State of Israel, or a company doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel to do business, or doing business in the State of Israel, with the specific intent to accomplish a boycott or divestment of Israel in a discriminatory manner. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to terminate this Agreement. Sub-Recipient further agrees to provide immediate written notice to the State if during the term of this Agreement it no longer complies with this certification and agrees such noncompliance may be grounds for termination of this Agreement.

27. COMPLIANCE WITH EXECUTIVE ORDER 2023-02:

Sub-Recipient certifies and agrees that the following information is correct:

In preparing its response or offer or in considering proposals submitted from qualified, potential vendors, suppliers, and subcontractors, or in the solicitation, selection, or commercial treatment of any vendor, supplier, or subcontractor, Sub-Recipient is not an entity, regardless of its principal place of business, that is ultimately owned or controlled, directly or indirectly, by a foreign national, a foreign parent entity, or foreign government from China, Iran, North Korea, Russia, Cuba, or Venezuela, as defined by South Dakota Executive Order 2023-02.

Sub-Recipient further agrees that, if this certification is false, such false certification will constitute grounds for the State to terminate this Agreement. Sub-Recipient further agrees to provide immediate written notice to the State if during the term of this Agreement it no longer complies with this certification and agrees such noncompliance may be grounds for termination of this Agreement.

28. CHANGES IN SCOPE OF WORK:

All conditions stated in the project's environmental document must be followed. This project cannot be changed or altered in any way without written authorization from the state and FEMA. A change in scope is any change from the description of the project as approved. Examples include increasing the number of structures, adding new structures in an acquisition, and changes to engineering design. Proposed changes must be formally submitted to the state for review. The applicant must obtain approval from the State and FEMA before proceeding with any changes to the project or federal funding will be jeopardized. Changes may require additional environmental review.

29. REIMBURSEMENTS:

The federal share will not exceed $25,267.50. Should the total eligible project cost be less than $28,075.00, the respective federal and sub-applicant share will be reduced accordingly. All reimbursements will be made to maintain the original grant cost share.

30. REPORTING REQUIREMENTS:

The Sub-Recipient shall submit quarterly reports that include a comparison of actual accomplishments to the approved activity objectives, percentage completed to date, and summary of the financial activity for the reporting quarter and include planned activity for the next quarter. The reports shall be submitted within 15 days of the end of the quarter. The quarters will end on December 30, March 30, June 30, and September 30. Failure to submit quarterly reports may result in termination of this grant agreement.

31. FEDERAL REGULATIONS:

The Sub-Recipient shall comply with Unified Hazard Mitigation Assistance Grant Program Guidance, 2 CFR Part 225, The Robert T. Stafford Relief and Emergency Assistance Act, as amended, 42 U.S.C. 5121-5206 (Stafford Act), Title 44 of the Code of Federal Regulations (CFR), and 31 CFR 205.6.

32. DOMESTIC PREFERENCES FOR PROCUREMENT:

In accordance with 2 CFR 200.322, the non-Federal entity should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or material produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

33. PROHIBITION ON CERTAIN TELECOMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

2 CFR 200.216 prohibits state and non-state entities from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system as identified in Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200.

34. RECORD OF ENVIRONMENT CONSIDERATION:

Sub-Recipient will read and comply with the Record of Environmental Consideration (REC), which is attached as Exhibit B.

D. AUTHORIZED SIGNATURES

In witness hereto, the parties signify their agreement by affixing their signatures hereto.

Sub-Recipient Signature	Date
State - SD Office of Emergency Management Hazard Mitigation Grant Program Administrator	Date
State – Director of SD Office of Emergency Management	Date

Exhibit A

FEDERAL AWARD IDENTIFICATION

a. Sub-recipient's name (which must match the name associated with its Unique Entity Identifier (SAM)) number: City of Summerset

b. Sub-Recipient's unique entity identifier Unique Entity Identifier (SAM) number: X5BWCAJGRK98

c. Federal Award Identification Number (FAIN): DR-4527-HMGP-05F

d. Federal Award Date: 09/14/2023

e. Sub-award Period of Performance: 09/14/2023-01/02/2027

f. Amount provided by State/Grantor: $28,075.00

g. Amount matched by Sub-Recipient: $0.00

h. Total Grant Amount: $28,075.00

i. Amount of federal funds obligated to the Sub-Recipient by this agreement: $25,267.50

j. Total amount of federal funds obligated to the Sub-Recipient: $25,267.50

k. Total amount of the federal award committed to the Sub-Recipient: $25,267.50

l. The federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA), is as follows: to acquire and install a backup generator Summerset's city hall and police station

m. Name of Federal awarding agency: Federal Emergency Management Agency (FEMA)
Pass-through entity: South Dakota Office of Emergency Management
Contact information for awarding official of the Pass-through entity: 118 W. Capitol Ave., Pierre, SD 57501-2479
ATTN: SHMO 605-773-3231

n. CFDA No(s) and Name(s): 97-039 - Hazard Mitigation Grant Program

o. Is the grant award for research and development (R&D)? YES ___ NO XX

p. Indirect Cost Rate for federal award: N/A

EXHIBIT B

FEDERAL EMERGENCY MANAGEMENT AGENCY

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP-4527-0005-SD (F) (1)

Title: City of Summerset City Hall Backup Generator, Meade County, SD

NEPA DETERMINATION

Non Compliant Flag: No	**EA Draft Date:**	**EA Final Date:**
EA Public Notice Date:	**EA Fonsi**	**Level:** CATEX
EIS Notice of Intent	**EIS ROD Date:**	

Comment See project conditions. - mhansen6 - 09/14/2023 18:16:16 GMT

CATEX CATEGORIES

Catex Category Code	Description	Selected
*n18	(*n18) Federal Assistance for Construction or Installation of Structures, Facilities, or Equipment to Ensure Continuity of Operations. Federal assistance for the construction or installation of measures for the purpose of ensuring the continuity of operations during incidents such as emergencies, disasters, flooding, and power outages involving less than one acre of ground disturbance. Examples include the installation of generators, installation of storage tanks of up to 10,000 gallons, installation of pumps, construction of structures to house emergency equipment, and utility line installation. This CATEX covers associated ground disturbing activities, such as trenching, excavation, and vegetation removal of less than one acre, as well as modification of existing structures.	Yes

EXTRAORDINARY

Extraordinary Circumstance Code	Description	Selected ?
	No Extraordinary Circumstances were selected	

ENVIRONMENTAL LAW / EXECUTIVE ORDER

Environmental Law/ Executive Order	Status	Description	Comment
Clean Air Act (CAA)	Completed	Project will not result in permanent air emissions - Review concluded	
Coastal Barrier Resources Act (CBRA)	Not Applicable	Project is not on or connected to CBRA Unit or otherwise protected area - Review concluded	The proposed actions do not affect waters of the US. - mhansen6 - 09/14/2023 18:07:25 GMT
Clean Water Act (CWA)	Completed	Project would not affect any water of the U.S. - Review concluded	The proposed actions do not affect waters of the US. - mhansen6 - 09/14/2023 18:07:58 GMTThe proposed actions do not affect waters of the US. - mhansen6 - 09/14/2023 18:08:09 GMT
Coastal Zone Management Act (CZMA)	Not Applicable	Project is not located in a coastal zone area and does not affect a coastal zone area - Review concluded	

FEDERAL EMERGENCY MANAGEMENT AGENCY

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP-4527-0005-SD (F) (1)

Title: City of Summerset City Hall Backup Generator, Meade County, SD

Environmental Law/ Executive Order	Status	Description	Comment
Executive Order 11988 - Floodplains	Completed	No effect on floodplain/flood levels and project outside floodplain - Review concluded	The proposed project is located in an unshaded Zone X (area of minimal flood hazard) per FIRM panel number 46093C1787F (eff. 9/16/2011). Based on the project scope of work, the project has no potential to impact floodplain function or resources. No further floodplain review is required under the 8-step process - mhansen6 - 09/14/2023 18:14:50 GMT
Executive Order 11990 - Wetlands	Completed	No effects on wetlands and project outside wetlands - Review concluded	Construction activities will not result in permanent adverse impacts to wetlands. - mhansen6 - 09/14/2023 18:15:06 GMT
Executive Order 12898 - Environmental Justice for Low Income and Minority Populations	Completed	No Low income or minority population in, near or affected by the project - Review concluded	Due to project type and available census block group data, no minority or low-income populations were identified through EJSCREEN reports for the area around 7055 Leisure Ln, Summerset, SD 57718. Therefore, no additional review for potential EJ concerns is required. The maps, reports, and other information reviewed for this determination are saved to the project files. - mhansen6 - 09/14/2023 18:15:22 GMT
Endangered Species Act (ESA)	Completed	Listed species and/or designated critical habitat present in areas affected directly or indirectly by the federal action	Based on the project location, scope of work, and species listed in Meade County, SD per IPaC, FEMA determines there will be no effect on endangered species or critical habitat. - mhansen6 - 09/14/2023 18:07:02 GMT
	Completed	No effect to species or designated critical habitat (See comments for justification) - Review concluded	
Farmland Protection Policy Act (FPPA)	Completed	Project does not affect designated prime or unique farmland - Review concluded	
Fish and Wildlife Coordination Act (FWCA)	Completed	Project does not affect, control, or modify a waterway/body of water - Review concluded	
Migratory Bird Treaty Act (MBTA)	Completed	Project located within a flyway zone	
	Completed	Project does not have potential to take migratory birds - Review concluded	
Magnuson-Stevens Fishery Conservation and Management Act (MSA)	Completed	Project not located in or near Essential Fish Habitat - Review concluded	

FEDERAL EMERGENCY MANAGEMENT AGENCY

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP-4527-0005-SD (F) (1)

Title: City of Summerset City Hall Backup Generator, Meade County, SD

Environmental Law/ Executive Order	Status	Description	Comment
National Historic Preservation Act (NHPA)	Completed	Applicable executed Programmatic Agreement. Activity meets Programmatic Allowance (enter date and # in comments) - Review concluded	The proposed work will be confined to the previously disturbed areas and the generator will be installed adjacent to a structure less than 45 years old. The scope of work has been reviewed andmeets the criteria of the July 29, 2021 signed Programmatic Agreement agreed to by FEMA and the SD SHPO, Appendix B: Programmatic Allowances. Project fits into categories II.D.2.a. See project conditions. - mhansen6 - 09/14/2023 18:05:38 GMT
State Air Quality Laws	Completed	Review concluded	The sub-applicant is responsible for following SD air quality regulations regarding EPA certified systems for new electrical generators. - mhansen6 - 09/14/2023 18:11:41 GMT
State Hazardous Materials and Solid Waste Laws	Completed	Review concluded	See Project Conditions. - mhansen6 - 09/14/2023 18:12:39 GMT
State Water and Soil Laws	Completed	Review concluded	See Project Conditions. - mhansen6 - 09/14/2023 18:13:57 GMT
Wild and Scenic Rivers Act (WSR)	Completed	Project is not along and does not affect Wild and Scenic River - Review concluded	

CONDITIONS

Special Conditions required on implementation of Projects:

1. Fill materials (soil, boulders, and/or riprap, etc.) must be obtained on-site from within the project APE or from previously approved sources (SD State Licensed Pits, existing commercial sources, existing contractor or County Stockpiles); otherwise, additional coordination with FEMA and the South Dakota SHPO will be required to obtain necessary approvals.

Source of condition: National Historic Preservation Act (NHPA) Monitoring Required: No

2. If cultural materials are inadvertently discovered during construction, the applicant must cease activity and contact FEMA and the SD SHPO immediately.

Source of condition: National Historic Preservation Act (NHPA) Monitoring Required: No

The sub-applicant is responsible for following SD air quality regulations regarding EPA certified systems for new electrical generators.

Source of condition: State Air Quality Laws Monitoring Required: No

If contamination is encountered or created during construction activities, the Town of Summerset, or its designated representative, must abide by all applicable hazardous waste regulations. To report hazardous waste, contact SD DANR at 605.773.3296.

Source of condition: State Hazardous Materials and Solid Waste Laws Monitoring Required: No

FEDERAL EMERGENCY MANAGEMENT AGENCY

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP-4527-0005-SD (F) (1)

Title: City of Summerset City Hall Backup Generator, Meade County, SD

1. Any construction activity that disturbs one or more acre(s) of soil will require a storm water permit. For more information or to obtain a storm water permit, please contact SD DANR at 1-800-SD-Storm.

Source of condition: State Water and Soil Laws — Monitoring Required: No

2. Best Management Practices (BMPs) for sediment and erosion control must be incorporated into the planning, design, and construction of the project.

Source of condition: State Water and Soil Laws — Monitoring Required: No

3. A Surface Water Discharge Permit may be required if any construction dewatering should occur as a result of this project.

Source of condition: State Water and Soil Laws — Monitoring Required: No

The project sponsor must obtain and comply with all applicable permit and approvals required by federal, state, tribal and local regulatory agencies.

Source of condition: NEPA Determination — Monitoring Required: No

Standard best management practices for equipment maintenance, noise and dust abatement, worker protection, traffic control, fire safety, transportation of hazardous and contaminated materials, etc. must be implemented during project activities in accordance with the requirements of local, state, and federal regulations and guidelines.

Source of condition: NEPA Determination — Monitoring Required: No

Total ground disturbance must be less than one acre.

Source of condition: NEPA Determination — Monitoring Required: No

Standard Conditions:

Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.

This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

I have read and understand the Terms and Conditions of this project. If any questions arise from this project, we will contact the Office of Emergency Management.

Subrecipient Authorized Representative — Date

COMMUNITY PLANNING & DEVELOPMENT SERVICES

City of Summerset
7055 Leisure Lane, Summerset, SD 57718
Phone: (605) 718-9858 Fax: (605) 718-9883 Web: www.summerset.us

APPLICATION FOR DEVELOPMENT REVIEW

REQUEST *(please check all that apply)*

- ☐ Annexation
- ☐ Comprehensive Plan Amendment
- ☐ Fence Height Exception
- ☐ Planned Development (Overlay)
  - ☐ Designation
  - ☐ Initial Plan ☐ Final Plan
  - ☐ Major Amendment
  - ☐ Minimal Amendment
- ☐ Subdivision
  - ☐ Layout Plan
  - ☐ Preliminary Plat
  - ☐ Final Plat
  - ☒ Minor Plat
- ☐ Rezoning
- ☐ Road Name Change
- ☐ Conditional Use Permit
  - ☐ Major Amendment
  - ☐ Minimal Amendment
- ☐ Vacation
  - ☐ Utility / Drainage Easement
  - ☐ R.O.W. / Section Line Highway
  - ☐ Access / Non-Access
  - ☐ Planting Screen Easement
- ☐ OTHER *(specify)*_____

LEGAL DESCRIPTION (Attach additional sheets as necessary)

EXISTING		
PROPOSED Lot 19 Revised - Lot 15 Revised of Woodland Hills Sub, Plat #4 formerly Lots 19, 20 & 15. Located in N½ of NW¼ S11, T2N, R6E, BHM		
LOCATION		
Size of Site–Acres	Square Footage	Proposed Zoning
DESCRIPTION OF REQUEST: LOT 20 GOES AWAY, LOTS 19 & 15 ABSORB PORTIONS ON NEW SURVEY Making it into 2 Lots		Utilities: Private / Public
		Water
		Sewer

APPLICANT

Name Gary Colasardo Phone 605-939-8422
Address 9105 WOODLAND DR E-mail
City, State, Zip Black Hawk, Signature 16 AUG 2023
Date

PROJECT PLANNER - AGENT

Name N/A Phone
Address E-mail
City, State, Zip Signature
Date

OWNER OF RECORD *(If different from applicant)*

Name Gary Colasardo / Lance Sieveke Phone
Address E-mail
City, State, Zip

16 AUG 2023 — Property Owner Signature / Date
8-18-23 — Property Owner Signature / Date

Kathleen Colasardo — Signature / Date 8/18/23
Melinda Sieveke — Signature / Date 8-18-23

Print Name: Gary Colasardo / Kathleen Colasardo
Title*: Co. owners

Print Name: Lance Sieveke / Melinda Sieveke
Title*: Co. owners

*required for Corporations, Partnerships, etc.

FOR STAFF USE ONLY

ZONING
Current
North
South
East
West
Planner
File No.
Comp Plan
Received By:

- ☐ Sewer Utility
- ☐ Fire Department
- ☐ Public Works
- ☐ Planning
- ☐ Building Inspector
- ☐ Engineering
- ☐ City Code Enforcement
- ☐ Police
- ☐ City Attorney
- ☐ BHP&L
- ☐ Finance Officer
- ☐ Register of Deeds
- ☐ County - Planning
- ☐ SD DOT
- ☐ SD DENR
- ☐ Auditor - Annexation
- ☐ Drainage
- ☐ Parks & Recreation
- ☐ Diamond D Water
- ☐ Black Hills Water
- ☐
- ☐ Other: _____
- ☐ Other: _____
- ☐ Other: _____
- ☐ Other: _____
- ☐

Planning and Zoning Meeting Date:_____
Commission Meeting Date:_____
Date Paid:_____

Covenants filing fee? Yes ☐ No ☐

Payment Type: Cash ☐ Check ☐ Credit Card ☐

HDR

9-5-2023

Final Plat Review
Plat of Lot 19 revised and lot 15 revised of Woodland Hills Subdivision, Plat#4

Formerly Lots 19,20,15 of Woodland Hills Subdivision plat #4

General Information:

Parcel Acreage	9.07 acres
Location	Meade County
Date of Application	8-18-23
Reviewed By:	**Gary Anderson, LS, HDR Engineering, Inc.**
Purpose:	Combine 3 lots to 2 lots.
Access and Utilities:	Access and utilities will remain the same.
Fire Protection:	By Black Hawk Volunteer Fire Department.
Drainage:	Drainage will remain the same.

Final Plat Review:

Subdivision is spelled wrong in the title block.

"Plat of" rather than "Survey Plat" in the header.

.2 feet misclosure in the boundary of the plat.

Label the adjacent right-of-way "Woodland Drive".

Need to add a certificate for the Register of Deeds indicating the date and time of recording and the location of the filing by plat book and page.

Only need one signature line on the "Highway Authority" certification. Should be the Woodland Hills Road District since they maintain Woodland Hills Drive.

REGISTERED PROFESSIONAL LAND SURVEYOR
REG. NO. 12000
GARY D. ANDERSON
SOUTH DAKOTA

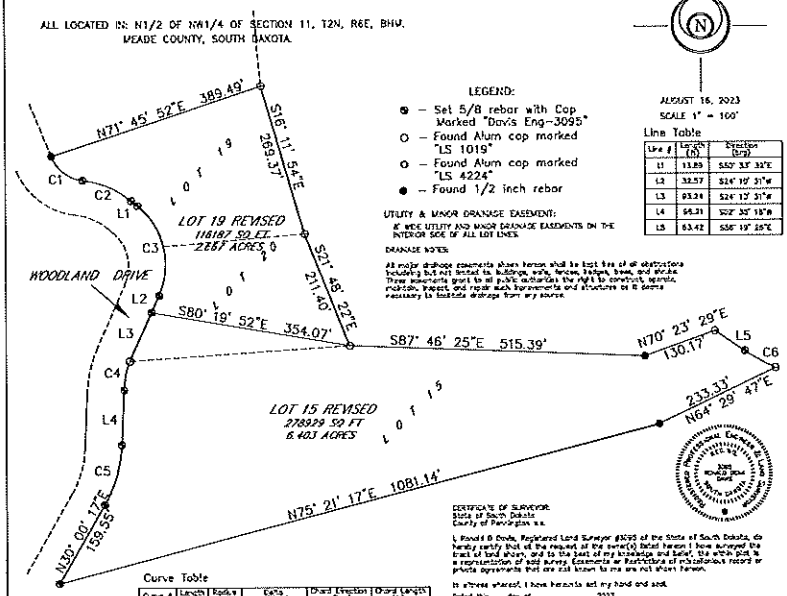
Gary Anderson, LS 12000

PLAT OF; LOT 19 REVISED AND LOT 15 REVISED OF WOODLAND HILLS SUBDIVISION, PLAT #4, MEADE COUNTY, SOUTH DAKOTA.

Formerly: Lots 19, 20, & 15 OF WOODLAND HILLS SUBDIVISION, PLAT #4

ALL LOCATED IN: N1/2 OF NW1/4 OF SECTION 11, T2N, R6E, BHM.
MEADE COUNTY, SOUTH DAKOTA.

AUGUST 16, 2023
SCALE 1" = 100'



LEGEND:

- ⊗ – Set 5/8 rebar with Cap Marked "Davis Eng–3095"
- O – Found Alum cap marked "LS 1019"
- O – Found Alum cap marked "LS 4224"
- ● – Found 1/2 inch rebar

UTILITY & MINOR DRAINAGE EASEMENT:

8' WIDE UTILITY AND MINOR DRAINAGE EASEMENTS ON THE INTERIOR SIDE OF ALL LOT LINES.

DRAINAGE NOTES:

All major drainage easements shown hereon shall be kept free of all obstructions including but not limited to buildings, walls, fences, hedges, trees, and shrubs. These easements grant to all public authorities the right to construct, operate, maintain, inspect, and repair such improvements and structures as it deems necessary to facilitate drainage from any source.

Line Table

Line #	Length (ft)	Direction (brg)
L1	13.89	S55° 33' 33"E
L2	32.57	S24° 10' 31"W
L3	93.24	S24° 12' 31"W
L4	94.31	S02° 32' 15"W
L5	63.42	S36° 19' 26"E

Curve Table

Curve #	Length (ft)	Radius (ft)	Delta (d°m's)	Chord Direction (brg)	Chord Length (ft)
C1	72.05	87.00	61° 35' 53"	S32° 45' 17"E	68.62
C2	96.40	153.93	33° 03' 00"	N37° 03' 31"W	95.10
C3	133.55	133.00	74° 45' 53"	N33° 12' 33"W	125.30
C4	51.38	110.00	15° 23' 37"	S11° 47' 17"W	51.15
C5	113.06	233.00	27° 25' 03"	N15° 17' 45"E	112.00
C6	81.35	328.33	10° 42' 49"	S81° 27' 15"E	81.24

CERTIFICATE OF SURVEYOR:
State of South Dakota
County of Pennington s.s.

I, Ronald D. Davis, Registered Land Surveyor #3095 of the State of South Dakota, do hereby certify that at the request of the owner(s) listed hereon I have surveyed the tract of land shown, and to the best of my knowledge and belief, the within plat is a representation of said survey. Easements or Restrictions of indefinite record or private agreements that are not known to me are not shown hereon.

In witness whereof, I have hereunto set my hand and seal.

Dated this____day of_____2023.

Ronald D. Davis, PLS # 3095

CERTIFICATE OF SUMMERSET CITY FINANCE OFFICER:

I, Finance Officer of the City of Summerset, do hereby certify that all special assessments that are levied upon any land included within such plat, as shown by the records of this office, have been paid in full.

Finance Officer of the City of Summerset

RESOLUTION OF APPROVAL: Summerset City Commission (SDCL 11–3–6)

Whereas there has been presented to the City Commission of the City of Summerset, South Dakota, the within plat of the above–described lands, and it appears to this Council of Commissioners that:

Whereas the system of streets set forth therein conforms to the system of streets of the existing plats of the City;

Whereas all provisions of the City subdivision regulations have been complied with;

Whereas all taxes and special assessments upon the tract or subdivision have been fully paid;

Whereas such plat and the survey thereof have been executed according to law;

NOW THEREFORE, BE IT RESOLVED that said plat is hereby approved in all respects.

Signed: _____, on the____day of_____, 2023.
Mayor of the City of Summerset

CERTIFICATE OF SUMMERSET CITY FINANCE OFFICER:

I, Finance Officer of the City of Summerset, do hereby certify that this plat was signed by the Mayor of the City of Summerset on the date shown above.

Finance Officer of the City of Summerset

CERTIFICATE OF PLANNING COMMISSION MEMBER:

I, _____, member of the Planning Commission of the City of Summerset, do hereby certify that the Summerset Planning and Zoning Commission reviewed such minor plat on the____day of_____, 2023, and recommends approval of the minor plat to the City Commission of the City of Summerset.

Member of Summerset Planning and Zoning Commission

CERTIFICATE OF COUNTY TREASURER:

I, Treasurer of Meade County, do hereby certify that all taxes which are liens upon the within described lands are fully paid according to the records of my office.

Dated this____day of_____, 2023

Treasurer of Meade County

CERTIFICATE OF DIRECTOR OF EQUALIZATION:

I, Director of Equalization of Meade County do hereby certify that I have on record in my office a copy of the within described plat.

Dated this____day of_____2023

APPROVED: Director of Equalization of Meade County

CERTIFICATE AND ACKNOWLEDGEMENT OF OWNERSHIP:
State of South Dakota
County of Meade S.S.

We, Garry P. Colesardo and Kathleen A. Colesardo, do hereby certify that we are the owners of the land shown and described hereon, and that this plat was done at our request for the purposes indicated hereon; that we do hereby approve the survey and within plat of said land; and that the development of this land shall conform to all existing applicable zoning, subdivision, and erosion and sediment control regulations.

OWNERS: _____
Mr. Garry P. Colesardo Kathleen A. Colesardo

On this____day of_____, 2023, before me, a Notary Public, personally appeared Garry P. Colesardo and Kathleen A. Colesardo, known to me to be the persons described in the foregoing instrument and acknowledged to me that they signed this plat for the purposes herein contained.

NOTARY PUBLIC: _____
My commission expires: _____

CERTIFICATE AND ACKNOWLEDGEMENT OF OWNERSHIP:
State of South Dakota
County of Meade S.S.

We, Lance G. Sieveke and Melinda C. Sieveke, do hereby certify that we are the owners of the land shown and described hereon, and that this plat was done at our request for the purposes indicated hereon; that we do hereby approve the survey and within plat of said land; and that the development of this land shall conform to all existing applicable zoning, subdivision, and erosion and sediment control regulations.

OWNERS: _____
Mr. Lance G. Sieveke Melinda C. Sieveke

On this____day of_____, 2023, before me, a Notary Public, personally appeared Lance G. Sieveke and Melinda C. Sieveke, known to me to be the persons described in the foregoing instrument and acknowledged to me that they signed this plat for the purposes herein contained.

NOTARY PUBLIC: _____
My commission expires: _____

CERTIFICATE OF HIGHWAY OR STREET AUTHORITY:

The location of the proposed lot lines with respect to the Highway or Street as shown hereon is hereby approved. Any approaches or access to the Highway or Street will require additional approval.

Dated this____day of_____, 2023

Woodland Hills Road District

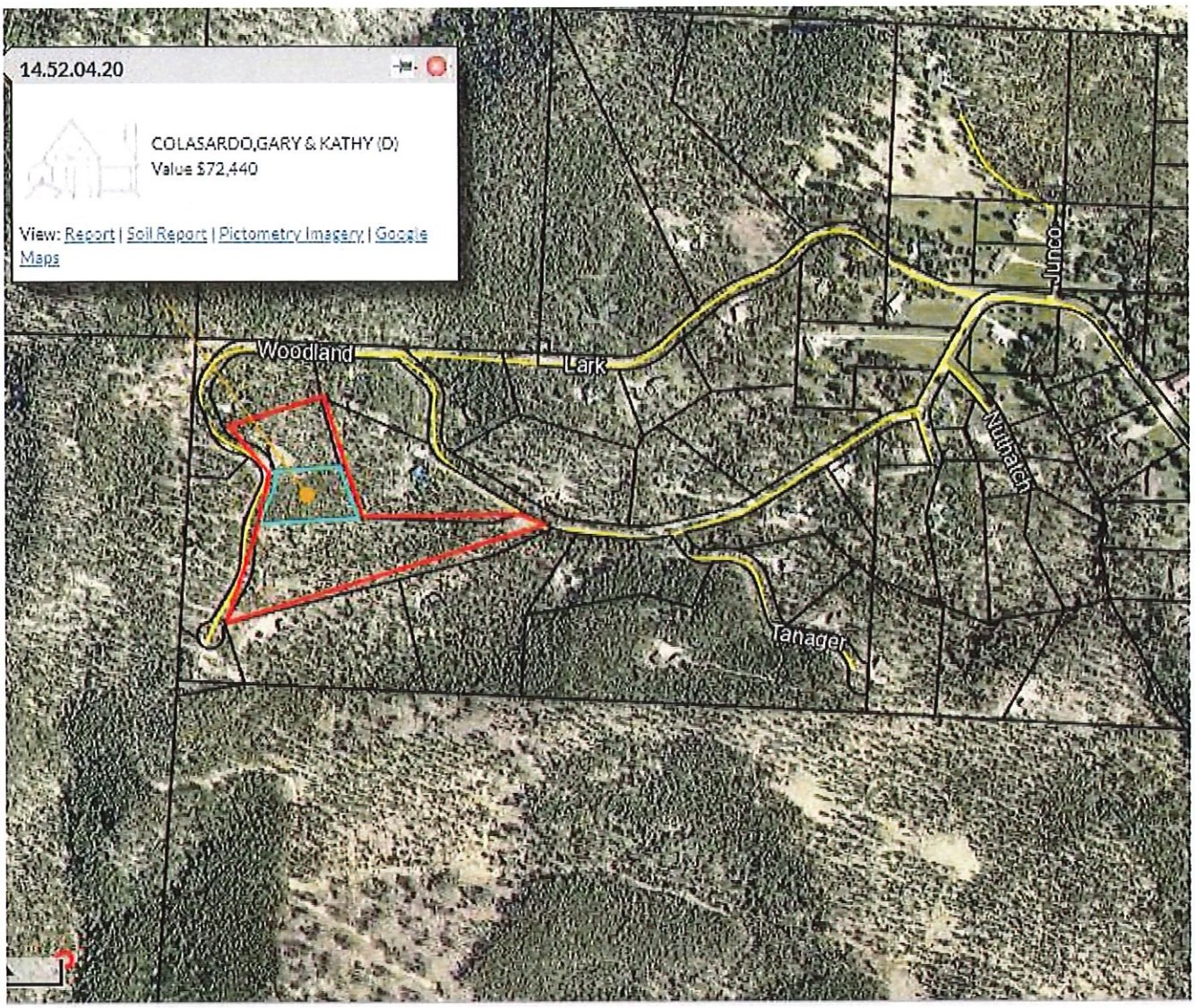
OFFICE OF REGISTER OF DEEDS

PARCEL ID: Lot 19 14.52.04.19
PARCEL ID: Lot 20 14.52.04.20
PARCEL ID: Lot 15 14.52.04.15

MEADE COUNTY REGISTER OF DEEDS

PREPARED BY: J2023–43 WOODLAND HILLS SUBDIVISION, PLAT #4

DAVIS ENGINEERING AND SURVEYING LLC
1060 KINGS ROAD, RAPID CITY, SD (605) 341–3095 EMAIL: davisengineering@reagan.com


14.52.04.20
COLASARDO,GARY & KATHY (D)
Value $72,440
View: Report | Soil Report | Pictometry Imagery | Google Maps
Woodland
Lark
Junco
Nuthatch
Tanager

COMMUNITY PLANNING & DEVELOPMENT SERVICES

City of Summerset
7055 Leisure Lane, Summerset, SD 57718
Phone: (605) 718-9858 Fax: (605) 718-9883 Web: www.summerset.us

APPLICATION FOR DEVELOPMENT REVIEW

REQUEST *(please check all that apply)*

- ☐ Annexation
- ☐ Comprehensive Plan Amendment
- ☐ Fence Height Exception
- ☐ Planned Development (Overlay)
  - ☐ Designation
  - ☐ Initial Plan ☐ Final Plan
  - ☐ Major Amendment
  - ☐ Minimal Amendment
- ☐ Subdivision
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  - ☒ Preliminary Plat
  - ☐ Final Plat
  - ☒ Minor Plat
- ☐ Rezoning
- ☐ Road Name Change
- ☐ Conditional Use Permit
  - ☐ Major Amendment
  - ☐ Minimal Amendment
- ☐ Vacation
  - ☐ Utility / Drainage Easement
  - ☐ R.O.W. / Section Line Highway
  - ☐ Access / Non-Access
  - ☐ Planting Screen Easement
- ☐ OTHER *(specify)*_____

LEGAL DESCRIPTION (Attach additional sheets as necessary)

EXISTING Subdivision of Block 16, Street and Lots 1-17 of NW-SW Section 8, T2N, R7E BHM Adjacent to Black Hawk Road in SD Hwy Page 76, Replat of Lot 4B & 5B Black Street [illegible] Subdivision Circle 54, Plat 11, page 106

PROPOSED Lot A and Lot B of Besler Subdivision

LOCATION SW corner intersection of Black Hawk Road and North Street

Size of Site–Acres	Square Footage	Proposed Zoning
2.63 Ac	114,127 SF	[illegible]

DESCRIPTION OF REQUEST: (See Letter [illegible] attachment to meeting) Besler [illegible] the [illegible] area [illegible] Property and [illegible] original lots and Plat into 2 Lot

Utilities: Private / Public
Water Black Hills Water
Sewer Private

APPLICANT

Name Besler Inc. Phone 605-787-4632
Address PO Box 1537 E-mail LBesler@etmi.com
City, State, Zip Rapid City, SD 57709 Signature _____ Date

PROJECT PLANNER - AGENT

Name Steven J. Thompson, PE/LS Phone [illegible]
Address 6403 Leisure Lane E-mail [illegible]
City, State, Zip Summerset, SD 57718 Signature [illegible] Date

OWNER OF RECORD *(If different from applicant)*

Name Besler Inc. Phone 605-787-4632
Address PO Box 1537 E-mail _____
City, State, Zip Rapid City, SD 57709

LaDane Besler 08/29/23
Property Owner Signature Date **Property Owner Signature** Date

Signature Date **Signature** Date
Print Name: LADANE BESLER **Print Name:** _____
Title*: VICE PRESIDENT **Title*:** _____
***required for Corporations, Partnerships, etc.**

FOR STAFF USE ONLY

ZONING
Current
North
South
East
West
Planner
File No.
Comp Plan
Received By:

- ☐ Sewer Utility
- ☐ Fire Department
- ☐ Public Works
- ☐ Planning
- ☐ Building Inspector
- ☐ Engineering
- ☐ City Code Enforcement
- ☐ Police
- ☐ City Attorney
- ☐ BHP&L
- ☐ Finance Officer
- ☐ Register of Deeds
- ☐ County - Planning
- ☐ SD DOT
- ☐ SD DENR
- ☐ Auditor - Annexation
- ☐ Drainage
- ☐ Parks & Recreation
- ☐ Diamond D Water
- ☐ Black Hills Water
- ☐
- ☐ Other: _____
- ☐ Other: _____
- ☐ Other: _____
- ☐ Other: _____
- ☐

Planning and Zoning Meeting Date: _____
Commission Meeting Date: _____
Date Paid: _____

Covenants filing fee? Yes ☐ No ☐
Payment Type: Cash ☐ Check ☐ Credit Card ☐

4/13

HDR

9-11-2023

Final Plat Review
Lot A and Lot B of Besler Subdivision

Formerly Street AKA circle street & lots 1-3 Lot4R Lot 5R, lots7 through 17 a subdivision of Block 16

General Information:

Parcel Acreage	2.62 Acres
Location	Unincorporated Black Hawk
Date of Application	August 30, 2023
Reviewed By:	**Gary Anderson, LS, HDR Engineering, Inc.**

Purpose: Consolidate 16 lots and street right-of-way into two lots.

Access and Utilities: Accesses will remain the same, Lot A will be off Black Hawk Road and Lot B will be off Black Hawk Road and North Street. Water services are from Black Hawk Water User District and will remain the same. Sewer is currently septic and will remain the same.

Fire Protection: Black Hawk Volunteer Fire Department.

Drainage: Drainage will remain the same.

Final Plat Review:

The "Formerly known as" in the title should match the previously platted parcels title.

The dimensions shown on the North line do not and up to the overall length, possibly the overall length is about a .1 long.

Lot areas should also be listed square footage.

Access notes can be removed from the final plat.

Gary Anderson, LS 12000

REGISTERED PROFESSIONAL LAND SURVEYOR
REG. NO. 12000
GARY D. ANDERSON
SOUTH DAKOTA

hdrinc.com 601 Metz Dr. Gillette WY. 82717

RE: Besler Plat

From Bill Rich <billr@meadecounty.org>
To Britton Engineering <stevet_be@rushmore.com>
Cc Tonya Vig <tonya.vig@meadecounty.org>
Date 2023-07-11 2:48 pm

Steve, I talked with the States Attorney's Office and he said since the owner owns all the lots and none of them have been sold to another individual, the replat would technically vacate all the lots and the street by re-platting the property into 2 lots so a separate public hearing for vacating the street and ROW is not necessary, the plat in itself will work. That takes care of that issue anyway.

Thank you,
Bill

Bill Rich
County of Meade, SD
Equalization & Planning Office
Official Business
Ph. No. 605.347.3818

PLAT
OF
LOT A AND LOT B
OF BESLER SUBDIVISION OF BLOCK 16

(FORMERLY SUBDIVISION OF BLOCK 16,NW 1/4 SW 1/4, SECTION 8, T2N, R7E, BHM ADJACENT TO BLACK HAWK, MEADE COUNTY, SOUTH DAKOTA. STREET [SHOWING STREET AND LOTS 1 THRU 17, PLAT BOOK 4, PAGE 176]. AND LOTS 4R AND 5R, BLOCK 16, NW 1/4 SW 1/4, SECTION 8, T2N, R7E, BHM, MEADE COUNTY, SOUTH DAKOTA SHOWING STREET AS CIRCLE STREET, PLAT BOOK 11, PAGE 106.)
LOCATED IN THE NW 1/4 OF THE SW 1/4 OF SECTION 8, T2N, R7E, BHM
BLACK HAWK (UNINCORPORATED), MEADE COUNTY, SOUTH DAKOTA

SCALE: 1"=50'
SEPTEMBER 14, 2023

LEGEND

● INDICATES FOUND SURVEY MONUMENT AS LABLED HEREON.

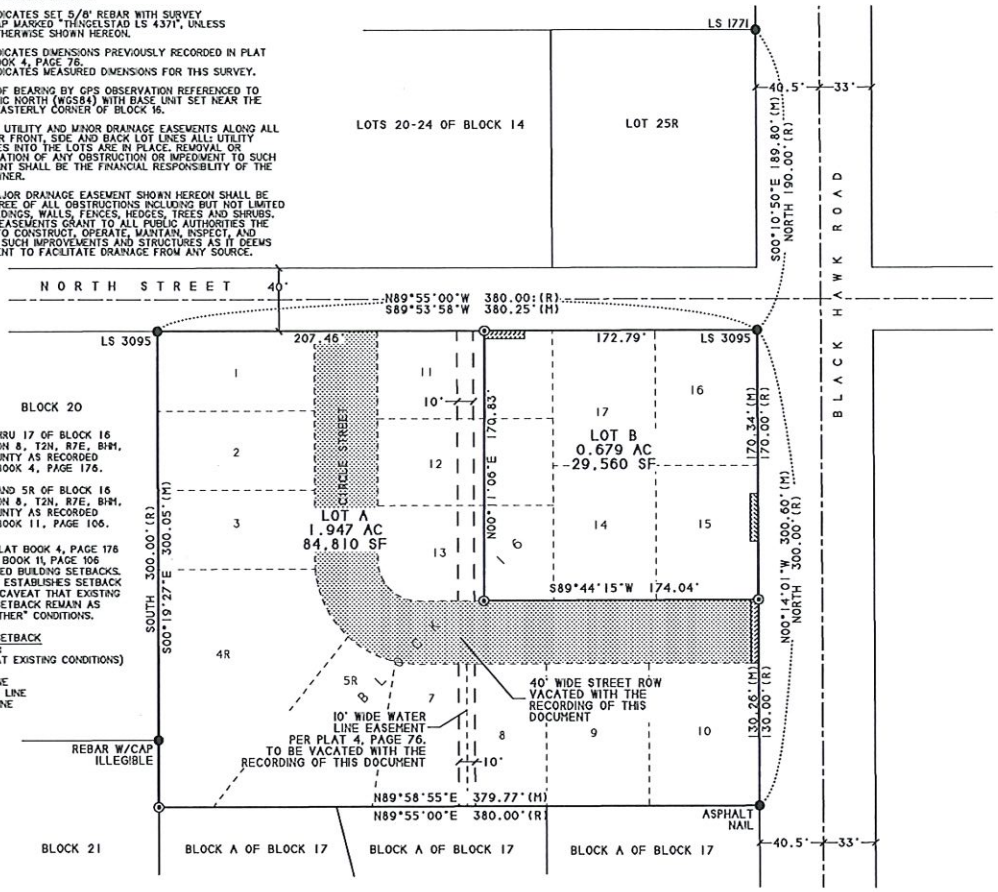
⊙ INDICATES SET 5/8" REBAR WITH SURVEY CAP MARKED "THINGELSTAD LS 4371", UNLESS OTHERWISE SHOWN HEREON.

(R) INDICATES DIMENSIONS PREVIOUSLY RECORDED IN PLAT BOOK 4, PAGE 76.
(M) INDICATES MEASURED DIMENSIONS FOR THIS SURVEY.

BASIS OF BEARING BY GPS OBSERVATION REFERENCED TO GEODETIC NORTH (WGS84) WITH BASE UNIT SET NEAR THE NORTHEASTERLY CORNER OF BLOCK 16.

8' WIDE UTILITY AND MINOR DRAINAGE EASEMENTS ALONG ALL INTERIOR FRONT, SIDE AND BACK LOT LINES ALL: UTILITY SERVICES INTO THE LOTS ARE IN PLACE. REMOVAL OR MODIFICATION OF ANY OBSTRUCTION OR IMPEDIMENT TO SUCH EASEMENT SHALL BE THE FINANCIAL RESPONSIBILITY OF THE LANDOWNER.

ANY MAJOR DRAINAGE EASEMENT SHOWN HEREON SHALL BE KEPT FREE OF ALL OBSTRUCTIONS INCLUDING BUT NOT LIMITED TO BUILDINGS, WALLS, FENCES, HEDGES, TREES AND SHRUBS. THESE EASEMENTS GRANT TO ALL PUBLIC AUTHORITIES THE RIGHT TO CONSTRUCT, OPERATE, MAINTAIN, INSPECT, AND REPAIR SUCH IMPROVEMENTS AND STRUCTURES AS IT DEEMS EXPEDIENT TO FACILITATE DRAINAGE FROM ANY SOURCE.



LOTS 1 THRU 17 OF BLOCK 16 OF SECTION 8, T2N, R7E, BHM, MEADE COUNTY AS RECORDED ON PLAT BOOK 4, PAGE 176.

LOTS 4R AND 5R OF BLOCK 16 OF SECTION 8, T2N, R7E, BHM, MEADE COUNTY AS RECORDED ON PLAT BOOK 11, PAGE 106.

NEITHER PLAT BOOK 4, PAGE 176 NOR PLAT BOOK 11, PAGE 106 ESTABLISHED BUILDING SETBACKS. THIS PLAT ESTABLISHES SETBACK WITH THE CAVEAT THAT EXISTING BULDING SETBACK REMAIN AS "GRANDFATHER" CONDITIONS.

BULDING SETBACK
THIS PLAT:
(EXCEPT AT EXISTING CONDITIONS)

5' SIDE LINE
25' FRONT LINE
8' REAR LINE

OWNER'S CERTIFICATE

I, _____, CORPORATE OFFICER OF BESLER, INC. DO HEREBY CERTIFY I AM REPRESENTING THE OWNERS OF THE TRACT OF LAND SHOWN AND DESCRIBED HEREON, THE SURVEY WAS DONE AT OUR REQUEST FOR THE PURPOSE INDICATED HEREON, THE DEVELOPMENT OF THIS LAND SHALL CONFORM TO ALL EXISTING APPLICABLE ZONING, SUBDIVISION, EROSION AND SEDIMENT CONTROL REGULATIONS, AND HEREBY APPROVE THE SURVEY AND WITHIN PLAT OF SAID LAND. IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HAND THIS _____ DAY OF _____, 2023.

CORPORATE OFFICER: _____

STATE OF SOUTH DAKOTA: s.s.
COUNTY OF MEADE :

ON THIS_____DAY OF _____, 2023, BEFORE ME, A NOTARY PUBLIC, PERSONALLY APPEARED_____, KNOWN TO ME TO BE OR WITH SUPPORTING IDENTIFICATION, THE CORPORATE OFFICE DESCRIBED IN THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE SIGNED THE SAME.

NOTARY PUBLIC:_____

MY COMMISSION EXPIRES:_____

CERTIFICATE OF TREASURER

STATE OF SOUTH DAKOTA: s.s.
COUNTY OF MEADE :

I, TREASURER OF MEADE COUNTY, CERTIFY THAT ALL TAXES WHICH ARE LIENS UPON THE TRACT AS SHOWN HEREON AND BY RECEIPTS OF MY OFFICE HAVE BEEN PAID TO DATE.

DATE _____ _____
MEADE COUNTY TREASURER

OFFICE OF REGISTER OF DEEDS

STATE OF SOUTH DAKOTA: s.s.
COUNTY OF MEADE :

FILED THIS_____ DAY OF_____,2023,
AT _____ O'CLOCK ___.M.
IN BOOK_____ PAGE _____ .

_____
MEADE COUNTY REGISTER OF DEEDS

APPROVAL OF ACCESS BY ROAD AUTHORITY

THE LOCATION OF THE EXISTING ACCESS TO THE HIGHWAY OR STREET, AS SHOWN HEREON, IS HEREBY APPROVED. THIS APPROVAL DOES NOT REPLACE THE NEED FOR ANY PERMITS REQUIRED BY LAW, INCLUDING SOUTH DAKOTA 70.09.01.02.

DATED THIS _____DAY _____, 2023

_____
SDDOT AUTHORITY

SURVEYOR'S CERTIFICATE

I, STEVEN O. THINGELSTAD, REGISTERED LAND SURVEYOR, SD NO. 4371,DO HEREBY CERTIFY THAT AT THE DIRECTION OF THE OWNER OF THE HEREIN DESCRIBED LAND, I HAVE MADE THE SURVEY AND WITHIN PLAT OF LAND DESCRIBED AND SHOWN HEREON. THE LOCATION AND DIMENSIONS ARE AS SHOWN ON THE PLAT AND SAID PLAT IS IN ALL RESPECTS TRUE AND CORRECT.

_____ _____
REGISTERED LAND SURVEYOR LS #4371 DATE

PROFESSIONAL ENGINEER
STEVEN O. THINGELSTAD
4371
SOUTH DAKOTA
PRELIMINARY SUBMITTAL FOR REVIEW ONLY

OFFICE OF DIRECTOR OF EQUALIZATION

STATE OF SOUTH DAKOTA: s.s.
COUNTY OF MEADE :

I, DIRECTOR OF EQUALIZATION OF MEADE COUNTY, CERTIFY THAT I HAVE RECEIVED A COPY OF THIS PLAT, AND IS FILED IN MY OFFICE.

DATE _____ _____
MEADE COUNTY DIRECTOR OF EQUALIZATION

CERTIFICATE OF PLANNING COMMISSION

I, A MEMBER OF THE PLANNING COMMISSION OF THE CITY OF SUMMERSET, SOUTH DAKOTA, DO HEREBY CERTIFY THAT THE SUMMERSET PLANNING & ZONING COMMISSION HAS REVIEWED FOREGOING INSTRUMENT ON THE_____DAY OF _____2023 AND HAS RECOMMEND APPROVAL OF THE PLAT TO THE CITY COMMISSIONER OF THE CITY OF SUMMERSET.

_____
PLANNING COMMISSIONER OF THE CITY OF SUMMERSET

CERTIFICATE OF FINANCE OFFICER
I, FINANCE OFFICER OF THE CITY OF SUMMERSET, DO HEREBY CERTIFY THAT ALL SPECIAL ASSESSMENTS WHICH ARE LIENS UPON THE WITHIN-DESCRIBED LANDS ARE FULLY PAID ACCORDING TO THE RECORDS OF MY OFFICE.

_____ _____
DATE FINANCE OFFICER OF THE CITY OF SUMMERSET

RESOLUTION OF CITY COMMISSION
WHEREAS THERE HAS BEEN PRESENTED TO THE CITY COMMISIONERS OF SUMMERSET, SOUTH DAKOTA, THE WITHIN PLAT OF THE ABOVE DESCRIBED LANDS, AND IT APPEARS TO THIS COUNCIL OF COMMISSIONERS THAT:
A. THE SYSTEM OF STREETS SET FORTH THEREIN CONFORMS TO THE SYSTEM OF STREETS OF THE EXISTING PLATS OF THE CITY,
B. ALL PROVISION OF THE CITY SUBDIVISION REGULATIONS HAVE BEEN COMPLIED WITH,
C. ALL TAXES AND SPECIAL ASSESSMENTS UPON THE TRACT OR SUBDIVISION HAVE BEEN FULLY PAID, AND
D. SUCH PLAT AND SURVEY THEREOF HAVE BEEN EXECUTED ACCORDING TO LAW.
NOW THEREFORE, BE IT RESOLVED THAT SAID PLAT IS HEREBY APPROVED IN ALL RESPECTS.

_____ _____
MAYOR OF THE CITY OF SUMMERSET DATE

CERTIFICATE OF CITY FINANCE OFFICER
I, FINANCE OFFICER OF THE CITY OF SUMMERSET, SOUTH DAKOTA, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IS A TRUE AND CORRECT COPY OF THE RESOLUTION ADOPTED BY THE CITY OF SUMMERSET, SOUTH DAKOTA, AT A MEETING HELD ON THE_____DAY OF_____2023.

_____
FINANCE OFFICER OF THE CITY OF SUMMERSET

PREPARED BY: STEVEN O. THINGELSTAD
BRITTON ENGINEERING & LAND SURVEYING, INC.
6420 LEISURE LANE
SUMMERSET, SOUTH DAKOTA 57718
(605) 716-7988

C:\GXD FILES\1692\1692_BaseMap.GXD

LYNNWOOD
CEDAR
ASH
NORTH
SPRUCE
SOUTH
AXEL
DALE
LOGAN
CUSTER
BLACK HAWK
STURGIS
STURGIS
MEADOWROSE
DAISY
BLUE BELL
DAISY
PENGRA
ELMWOOD
GLACIER
DANE
90
90

SECTION 00300

BID FORM

PROJECT IDENTIFICATION:	**Astoria Court & Astoria Lane Drainage & Roadway Improvements**
PROJECT NO.	**2023-03**
OWNER:	**To the Honorable Mayor and Members of the City Commission**
ADDRESS:	**Summerset, SD**

1.01 The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all work as specified or indicated in the Contract Documents for the Price Bid, within the Time indicated and in accordance with the other terms and conditions of the Contract Documents.

2.01 BIDDER accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for thirty (30) days (unless otherwise stated in the Bidding Documents). BIDDER will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen (15) days after the date of OWNER'S Notice of Award.

3.01 In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

A. BIDDER has examined copies of all the Bidding Documents, other related data identified in the Bidding Documents, and of Addenda No. 1, _____, _____, 9/13 (receipt of all is hereby acknowledged).

B. BIDDER has visited the site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

C. BIDDER is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Special Provisions as provided in Paragraph 4.02 of the General Conditions, and (2) reports and drawings of a hazardous environmental condition, if any, which has been identified in the Special Provisions as provided in paragraph 4.06 of the General Conditions.

E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of the Work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies and data with the Bidding Documents.

I. BIDDER has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that Bidder has discovered in the Bidding Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER.

J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and finishing the Work for which this bid is submitted.

4.01 Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual, or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid: BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought, by collusion or any other means, to obtain for itself any advantage over any other Bidder or over OWNER.

The Bidder certifies that no official of the Owner, Engineer or any member of such official's immediate family, has direct or indirect interest in the pecuniary profits or Contracts of the Bidder.

5.01 BIDDER will complete the Work in accordance with the Contract Documents for the following price(s):

Astoria Court & Astoria Lane Drainage & Roadway Improvements					
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL SUM
1	Mobilization	LS	1	$	$
2	Traffic Control	LS	1	$	$
3	Incidental Work	LS	1	$	$
4	Construction Testing	LS	1	$	$
5	Construction Staking	LS	1	$	$
6	Reset Property Corners	EA	6	$	$
7	Inlet Protection	EA	6	$	$
8	High Flow Silt Fence	LF	20	$	$
9	Sodding	SY	291	$	$
10	Excavation, Unclassified	CY	63	$	$
11	Undercut	CY	229	$	$
12	Remove Sidewalk	SY	123	$	$
13	Remove Asphalt Concrete	SY	531	$	$
14	Cold Mill Asphalt Concrete	SY	1679	$	$
15	Remove Curb & Gutter	LF	64	$	$
16	Remove Curb Stop & Box	EA	2	$	$
17	4' x 6' Type S Drop Inlet	EA	1	$	$
18	18" RCP Storm Sewer	LF	119	$	$
19	18" RCP Flared End Section	EA	1	$	$
20	1" Curb Stop & Box	EA	2	$	$
21	1" Water Service Pipe	LF	67	$	$
22	Adjust Manhole	EA	9	$	$
23	Adjust Valve	EA	3	$	$
24	Repair Irrigation Systems	EA	1	$	$
25	Contractor Furnished Borrow	CY	2	$	$
26	Aggregate Base Course	TON	239.00	$	$
27	Class A Riprap	TON	6.00	$	$
28	Type C Concrete Retaining Wall	SF	18	$	$
29	4" Concrete Sidewalk	SF	1102	$	$
30	6" Concrete Fillet	SY	125	$	$
31	Bituminous Tack Coat	TON	1.00	$	$
32	Asphalt Concrete	TON	315.00	$	$
33	Concrete Curb & Gutter	LF	64	$	$
34	Concrete Valley Gutter	SY	37	$	$
35	Detectable Warning Panel	SF	36	$	$
36	Remove Concrete Fillet	SY	125	$	$
37	Remove, Salvage & Reset Landscape Rock	CY	10	$	$
				TOTAL CONSTRUCTION COST	$ 343,773.00

** PLEASE SEE COMPUTER GENERATED BID SCHEDULE **

Letting Date: 09/18/2023
Letting #:
Project: No. 2023-03
PCNs: Astoria Ct. & Ln. Drain/Road Improv.
County:

BID SCHEDULE

Type of Work: Astoria Ct. & Astoria Ln. Drainage/ Road Improv. -- Addendum 1 - Acknowledged

SIMON
3975 STURGIS RD.
RAPID CITY, SD 57702

Bidder's Number:

LINE NO.	STANDARD BID ITEM NO.	APPROXIMATE QUANTITY	ITEMS	UNIT	UNIT BID PRICE	AMOUNT BID
1		1.00	MOBILIZATION	LS	41,000.00	41,000.00
2		1.00	TRAFFIC CONTROL	LS	6,500.00	6,500.00
3		1.00	INCIDENTAL WORK	LS	33,900.00	33,900.00
4		1.00	CONSTRUCTION TESTING	LS	2,550.00	2,550.00
5		1.00	CONSTRUCTION STAKING	LS	3,800.00	3,800.00
6		6.00	RESET PROPERTY CORNERS	EA	90.00	540.00
7		6.00	INLET PROTECTION	EA	142.00	852.00
8		20.00	HIGH FLOW SILT FENCE	LF	6.80	136.00
9		291.00	SODDING	SY	12.25	3,564.75
10		63.00	EXCAVATION UNCLASSIFIED	CY	71.75	4,520.25
11		229.00	UNDERCUT	CY	49.50	11,335.50
12		123.00	REMOVE SIDEWALK	SY	27.75	3,413.25
13		531.00	REMOVE ASPHALT CONCRETE	SY	27.00	14,337.00
14		1,679.00	COLD MILL ASPHALT CONCRETE	SY	10.25	17,209.75
15		64.00	REMOVE CURB & GUTTER	LF	24.50	1,568.00
16		2.00	REMOVE CURB STOP & BOX	EA	420.00	840.00

Letting Date: 09/18/2023
Letting #:
Project: No. 2023-03
PCNs: Astoria Ct. & Ln. Drain/Road Improv.
County:

BID SCHEDULE

Type of Work: Astoria Ct. & Astoria Ln. Drainage/ Road Improv. -- Addendum 1 - Acknowledged

SIMON
3975 STURGIS RD.
RAPID CITY, SD 57702

Bidder's Number:

LINE NO.	STANDARD BID ITEM NO.	APPROXIMATE QUANTITY	ITEMS	UNIT	UNIT BID PRICE	AMOUNT BID
17		1.00	4' X 6' TYPE S DROP INLET	EA	14,600.00	14,600.00
18		119.00	18" RCP STORM SEWER	LF	141.00	16,779.00
19		1.00	18" RCP FLARED END SECTION	EA	1,700.00	1,700.00
20		2.00	1" CURB STOP & BOX	EA	785.00	1,570.00
21		67.00	1" WATER SERVICE PIPE	LF	126.50	8,475.50
22		9.00	ADJUST MANHOLE	EA	515.00	4,635.00
23		3.00	ADJUST VALVE	EA	395.00	1,185.00
24		1.00	REPAIR IRRIGATION SYSTEMS	EA	2,850.00	2,850.00
25		2.00	CONTRACTOR FURNISHED BORROW	CY	187.50	375.00
26		239.00	AGGREGATE BASE COURSE	TN	58.00	13,862.00
27		6.00	CLASS A RIPRAP	TN	177.00	1,062.00
28		18.00	TYPE C CONCRETE RETAINING WALL	SF	430.00	7,740.00
29		1,102.00	4" CONCRETE SIDEWALK	SF	20.00	22,040.00
30		125.00	6" CONCRETE FILLET	SY	180.00	22,500.00
31		1.00	BITUMINOUS TACK COAT	TN	1,415.00	1,415.00
32		315.00	ASPHALT CONCRETE	TN	177.00	55,755.00

Letting Date: 09/18/2023
Letting #:
Project: No. 2023-03
PCNs: Astoria Ct. & Ln. Drain/Road Improv.
County:

BID SCHEDULE

Type of Work: Astoria Ct. & Astoria Ln. Drainage/ Road Improv. -- Addendum 1 - Acknowledged

SIMON
3975 STURGIS RD.
RAPID CITY, SD 57702

Bidder's Number:

LINE NO.	STANDARD BID ITEM NO.	APPROXIMATE QUANTITY	ITEMS	UNIT	UNIT BID PRICE	AMOUNT BID
33		64.00	CONCRETE CURB & GUTTER	LF	102.00	6,528.00
34		37.00	CONCRETE VALLEY GUTTER	SY	182.00	6,734.00
35		36.00	DETECTABLE WARNING PANEL	SF	91.00	3,276.00
36		125.00	REMOVE CONCRETE FILLET	SY	27.00	3,375.00
37		10.00	REMOVE, SALVAGE & RESET LANDSCAPE ROCK	CY	125.00	1,250.00
---	---	---	TOTAL OR GROSS SUM BID	---	---	**343,773.00**

Respectfully submitted,
SIMON CONTRACTORS OF SD, INC.
(legal name of person,firm, or corporation)

BY:

TITLE: DARREN GEBHART, CONSTRUCTION MANAGER 9/18/2023

A. Unit Prices have been computed in accordance with paragraph 11.03 of the General Conditions.
B. Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the Contract Documents.
C. The undersigned agrees that the unit prices shall govern in checking the Bid, and should a discrepancy exist in the Total Estimated Price and Total Amount of Unit Prices Bid as listed above after extensions are checked and corrections made, if any, the Total Amount of Unit Prices Bid as corrected shall be used in awarding this Contract.
D. The Owner reserves the right to reject any or all bids.

6.01 BIDDER agrees that the Work will be completed and ready for final payment in Accordance with Paragraph 14.07 of the General Conditions on or before the specified date or within the allotted time in the Bidding Documents.

6.02 BIDDER accepts the provisions of the Advertisement for Bids (Bidding Documents) as to liquidated damages in the event of failure to complete the Work within the time specified.

7.01 The following documents are attached to and made a condition of this Bid:

(a) Required Bid Security in the form of Certified Check, Cashier's Check or Bank Draft for 5% of the bid amount, or Bid Bond for 10% of the bid amount.
(b) Any other specific requirements identified in the Advertisement for Bids or the Bidding Documents.

SUBMITTED ON SEPTEMBER 18, 20 23.

Contractor's License No. 7000-4318-HC Class _____.

Bidder is: ☐ Individual; ☐ Partnership; XX Corporation; ☐ Other

Name of Business SIMON CONTRACTORS OF SD, INC.

Signature _____

Signer's Name & Title DARREN GEBHART, CONSTRUCTION MANAGER

Business Address PO BOX 2720 RAPID CITY, SD 57709

Business Phone 605-394-3300

****

Corporations Only:

Name of Corporation SIMON CONTRACTORS OF SD, INC.

State of Incorporation SOUTH DAKOTA

Attest Rodney Wolfe
Rodney Wolfe, Region Controller

SEAL

SIMON CONTRACTORS OF SOUTH DAKOTA INC.
CORPORATE
SEAL

BID BOND (PENAL SUM FORM)

Bidder	Surety
Name: Simon Contractors of South Dakota, Inc. Address 3975 Sturgis Road, PO Box 2720 Rapid City , SD 57702	Name: Liberty Mutual Insurance Company Address 175 Berkeley Street Boston, MA 02116
Owner Name: City of Summerset Address 7055 Leisure Lane Summerset, SD, 57718	**Bid** Project Astoria Court & Astoria Lane Drainage & Roadway Improvements Bid Due Date: 09/18/2023

Bond

Penal Sum: Ten Percent of Amount Bid (10%)

Date of Bond: 09/12/2023

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

Bidder	Surety
Simon Contractors of South Dakota, Inc. *(Full formal name of Bidder)*	Liberty Mutual Insurance Company *(Full formal name of Surety) (corporate seal)*
By: Darren Gebhart *(Signature)*	By: Robyn Salley *(Signature) (Attach Power of Attorney)*
Name: Darren Gebhart *(Printed or typed)*	Name: Robyn Salley *(Printed or typed)*
Title: Construction Manager	Title: Attorney-in-Fact
Attest: Rodney Wolfe *(Signature)*	Attest: Ally Nardini *(Signature)*
Name: Rodney Wolfe *(Printed or typed)*	Name: Ally Nardini *(Printed or typed)*
Title: Region Controller	Title: Witness

Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.

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1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
   3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
   3.2. All Bids are rejected by Owner, or
   3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

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This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8210646 - 985949

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Connor Wolpert, Doritza Mojica, Gentry Stewart, Jennifer Godere, Jonathan Gleason, Joshua Sanford, Kathryn Pryor, Kyle Williams, Michelle Anne McMahon, Nicholas Miller, Richard Hackner, Robyn Salley, Sarah Murtha

all of the city of Hartford state of CT each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 22nd day of August, 2023.

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS — THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE — WEST AMERICAN INSURANCE COMPANY INCORPORATED 1991 INDIANA

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 22nd day of August, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

TERESA PASTELLA COMMONWEALTH OF PENNSYLVANIA NOTARY PUBLIC

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 12th day of September, 2023.

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS — THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE — WEST AMERICAN INSURANCE COMPANY INCORPORATED 1991 INDIANA

By: Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

LIBERTY MUTUAL INSURANCE COMPANY

Financial Statement – December 31, 2022

Assets

Cash and Bank Deposits	$3,908,755,039
*Bonds — U.S Government	3,451,999,931
*Other Bonds	18,862,255,155
*Stocks	19,372,953,698
Real Estate	190,092,373
Agents' Balances or Uncollected Premiums	7,929,876,358
Accrued Interest and Rents	166,740,412
Other Admitted Assets	15,968,062,977
Total Admitted Assets	**$69,850,735,943**

Liabilities

Unearned Premiums		$10,133,358,204
Reserve for Claims and Claims Expense		27,953,643,316
Funds Held Under Reinsurance Treaties		368,610,620
Reserve for Dividends to Policyholders		1,379,296
Additional Statutory Reserve		197,278,000
Reserve for Commissions, Taxes and Other Liabilities		9,206,000,954
Total		**$47,860,270,390**
Special Surplus Funds	$195,696,103	
Capital Stock	10,000,075	
Paid in Surplus	13,324,803,036	
Unassigned Surplus	8,459,966,339	
Surplus to Policyholders		**21,990,465,553**
Total Liabilities and Surplus		**$69,850,735,943**

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS

* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2022, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 8th day of March 2023.

T A Mikolajewski

Assistant Secretary

ADDENDUM NO. 1
TO
CONTRACT PLANS, DOCUMENTS AND SPECIFICATIONS
ASTORIA COURT & ASTORIA LANE DRAINAGE & ROADWAY IMPROVEMENTS CITY OF SUMMERSET, SD

TO: Plan Holders

BID OPENING DATE: September 18, 2023, 2:05 P.M.

The City of Summerset has found it necessary to clarify and make the following changes. This addendum becomes a part of the original plans and specifications, taking precedence over the items that may conflict. The bidder shall note receipt and make acknowledgement of the addendum on the bid form, incorporating its provisions in the bid.

AD-1 Item 1 Bid Form (Page 1-5).

"Remove Concrete Fillet" & "Remove, Salvage & Reset Landscape Rock" bid items were added. Quantities for "Remove Curb & Gutter" and "Sodding" have been reduced. Updated Bid Form sheets attached.

AD-1 Item 2 Sheet G.4 Update

Sheet G.4 Erosion Control has been updated to show updated sodding and landscape rock locations. Updated Sheet G.4 attached.

AD-1 Item 3 Estimated Quantity for Crack Repair

Sheet D.2 references an estimated quantity for Crack Repair. The estimated quantity is 173 LF.

AD-1 Item 4 Elevations for Layout Points 82-85

On Sheet I.3 elevations for points 82 through 85 are as follows:
82: 3655.99; 83: 3656.25; 84: 3656.51; 85: 3657.20

AD-1 Item 5 Rip-Rap Removal

On Sheet I.4 Rip-Rap is called out to be removed, rip-rap removal shall be considered incidental to the project.

AD-1 Item 6 Note for "Remove, Salvage & Reset Landscape Rock"

The following note shall be added to Sheet D.6:

"REMOVE, SALVAGE & RESET LANDSCAPE ROCK
There is landscape rock located between the back of curb and the sidewalk at the Astoria Lane and Cambridge Court intersection. Any landscape rock that needs to be removed during construction to remove and replace the curb and gutter shall be salvaged and reset after the curb and gutter has been installed. Landscape rock shall be placed back to its original condition or better, if needed the Contractor shall purchase additional rock of the same type. All costs associated with removing, salvaging, and resetting the landscape rock shall be paid for by the cubic yard for bid item "Remove, Salvage & Reset Landscape Rock".

AD-1 Item 7 Pre-Bid Meeting Minutes

Pre-bid meeting minutes and attendance sheet are attached for reference.

ALL ITEMS IN CONFLICT WITH THE ADDENDA ARE HERBY DELETED.

THIS ADDENDUM IS MADE PART OF THE CONTRACT DOCUMENTS AND SHALL BE NOTED ON THE PROPOSAL.

Amendment Date: September 13, 2022

Chris Bailey, P.E.
Project Manager
HDR, Inc.
703 Main St, Suite 200
605-791-6109

Astoria Court & Astoria Lane Drainage & Roadway Improvements

Project #: 2023-03
Summerset, SD
Bid Tablulation

Date: 09/18/23

Astoria Court & Astoria Lane Drainage & Roadway Improvements				Engineer's Estimate		Simon	
Item No.	Description of Item	Unit	Quantity	Unit Cost	Total cost	Unit Cost	Total Cost
1	Mobilization	LS	1	$22,000.00	$22,000.00	$41,000.00	$41,000.00
2	Traffic Control	LS	1	$8,000.00	$8,000.00	$6,500.00	$6,500.00
3	Incidental Work	LS	1	$6,000.00	$6,000.00	$33,900.00	$33,900.00
4	Construction Testing	LS	1	$4,000.00	$4,000.00	$2,550.00	$2,550.00
5	Construction Staking	LS	1	$5,000.00	$5,000.00	$3,800.00	$3,800.00
6	Reset Property Corners	EA	6	$500.00	$3,000.00	$90.00	$540.00
7	Inlet Protection	EA	6	$150.00	$900.00	$142.00	$852.00
8	High Flow Silt Fence	LF	20	$30.00	$600.00	$6.80	$136.00
9	Sodding	SY	291	$15.00	$4,365.00	$12.25	$3,564.75
10	Excavation, Unclassified	CY	63	$5.00	$315.00	$71.75	$4,520.25
11	Undercut	CY	229	$4.00	$916.00	$49.50	$11,335.50
12	Remove Sidewalk	SY	123	$10.00	$1,230.00	$27.75	$3,413.25
13	Remove Asphalt Concrete	SY	531	$10.00	$5,310.00	$27.00	$14,337.00
14	Cold Mill Asphalt Concrete	SY	1679	$2.00	$3,358.00	$10.25	$17,209.75
15	Remove Curb & Gutter	LF	64	$15.00	$960.00	$24.50	$1,568.00
16	Remove Curb Stop & Box	EA	2	$350.00	$700.00	$420.00	$840.00
17	4' x 6' Type S Drop Inlet	EA	1	$8,000.00	$8,000.00	$14,600.00	$14,600.00
18	18" RCP Storm Sewer	LF	119	$75.00	$8,925.00	$141.00	$16,779.00
19	18" RCP Flared End Section	EA	1	$1,110.00	$1,110.00	$1,700.00	$1,700.00
20	1" Curb Stop & Box	EA	2	$750.00	$1,500.00	$785.00	$1,570.00
21	1" Water Service Pipe	LF	67	$70.00	$4,690.00	$126.50	$8,475.50
22	Adjust Manhole	EA	9	$800.00	$7,200.00	$515.00	$4,635.00
23	Adjust Valve	EA	3	$200.00	$600.00	$395.00	$1,185.00
24	Repair Irrigation Systems	EA	1	$1,000.00	$1,000.00	$2,850.00	$2,850.00
25	Contractor Furnished Borrow	CY	2	$120.00	$240.00	$187.50	$375.00
26	Aggregate Base Course	TON	239.00	$50.00	$11,950.00	$58.00	$13,862.00
27	Class A Riprap	TON	6.00	$50.00	$300.00	$177.00	$1,062.00
28	Type C Concrete Retaining Walll	SF	18	$120.00	$2,160.00	$430.00	$7,740.00
29	4" Concrete Sidewalk	SF	1102	$10.00	$11,020.00	$20.00	$22,040.00
30	6" Concrete Fillet	SY	125	$120.00	$15,000.00	$180.00	$22,500.00
31	Bituminous Tack Coat	TON	1.00	$600.00	$600.00	$1,415.00	$1,415.00
32	Asphalt Concrete	TON	315.00	$190.00	$59,850.00	$177.00	$55,755.00
33	Concrete Curb & Gutter	LF	64	$50.00	$3,200.00	$102.00	$6,528.00
34	Concrete Valley Gutter	SY	37	$120.00	$4,440.00	$182.00	$6,734.00
35	Detectable Warning Panel	SF	36	$55.00	$1,980.00	$91.00	$3,276.00
36	Remove Concrete Fillet	SY	125	-	-	$27.00	$3,375.00
37	Remove, Salvage & Reset Landscape Rock	CY	10	-	-	$125.00	$1,250.00
				Construction Subtotal:	$208,439.00		
				Contingency:	$23,678.60		
				Construction Total:	$232,117.60		$343,773.00

3. Sizing of overcurrent protective devices.
4. Replacing wiring that has been deemed non-serviceable.
5. Replacing 480-volt circuit breakers.
6. Adjusting values of overcurrent protective devices.
7. Working on live voltages.

* It should be understood that the definition of "Electrical Construction" means designing and installing new equipment such as, but not limited to, new disconnects, conduit runs, overcurrent protective devices and other equipment where improper installation or design characteristics could result in an injury, fatality, or loss of property.

Any individual contracted by the City of Summerset to perform electrical work, must be insured and licensed by the State. Proof of insurance and license must be available for review.

PART 10: OFFICE SAFETY RULES

Furniture will be adjustable, positioned and arranged to minimize strain on parts of the body. The glare of a computer screen will be minimized by the use of a glare screen if needed to prevent eyestrain. Do not open two or more file cabinet drawers at one time. Store supplies inside cabinets with heavy items on lower shelves. All chair legs shall remain on the floor at all times. Watch fingers when using a paper cutter - keep the cutter closed when it is not being used.

PART 11: VEHICLE OPERATIONS

Motor vehicle operation represents one of the largest liability exposures. Safe driving practices protect the employee, fellow employees and citizens of the community. The employee, fellow employees and citizens of the community may be affected anytime if an employee operates a private or public vehicle to conduct public entity business. This policy will ensure that employees meet an acceptable standard of performance and safety while operating their private or public vehicles to conduct City of Summerset business. This policy applies to all City of Summerset employees who regularly operate motor vehicles.

1. Personal vehicles may be used for official public entity business with prior approval.

2. Seat belts shall be worn by all drivers and passengers using City of Summerset vehicles/equipment and/or driving personal vehicles on City business unless the vehicle or equipment is not equipped with seat belts.

SDCL 32-38-3 Exceptions to required use of safety belts. The provisions of § 32-38-1 do not apply to:

(1) Any occupant of a passenger vehicle manufactured before September 1, 1973;
(2) Any occupant of a passenger vehicle who possesses a written statement from a doctor licensed under chapter 36-4 or 36-5 that the individual is unable for medical reasons to wear a safety seat belt system;

(3) Any occupant of a vehicle not equipped with a safety seat belt system because federal law does not require that vehicle to be so equipped; or
(4) Any rural carrier of the United States Postal Service while serving his rural postal route or any person delivering newspapers or periodicals on an assigned home delivery route.

Commented [LS1]: Addition of State Statute 32-38-3

~~3. Due to the increasing number of accidents resulting from the use of cell phones while driving; 1) Employees are not permitted to use a cell phone, either handheld or handsfree, while operating a motor vehicle or piece of equipment on City business and/or on City time. 2) Employees are not permitted to read or respond to emails or text messages while operation a motor vehicle or piece of equipment on City business and/or on City time. 3) While driving, calls cannot be answered and must be directed to voice mail. 4) If an employee must make an emergency call (911), the vehicle or piece of equipment should first be parked in a safe location. Any employee who violates this policy is subject to disciplinary action in accordance with City policy.~~

Employees whose job responsibilities include regular or occasional driving of vehicles/machinery while conducting business for the City of Summerset must abide by all state or local laws prohibiting or limiting portable communication device (PCD) use, including cell phones or personal digital assistants, while driving. Further, even if use is permitted, employees may choose to refrain from using any PCD while driving. "Use" includes, but is not limited to, talking or listening to another person or sending an electronic or text message via the PCD. Regardless of the circumstances, including slow or stopped traffic, if any use is permitted while driving, employees should proceed to a safe location off the road and safely stop the vehicle before placing or accepting a call.

Safety must come before all other concerns. City of Summerset employees may:
1) Use hands-free equipment to make or answer calls while driving;
2) Proceed to a safe location off the road and safely stop the vehicle before placing or accepting a call;

without violating this policy

Since this policy does not require any employee to use a PCD while driving, employees who are charged with traffic violations resulting from the use of their PCDs while driving will be solely responsible for all liabilities that result from such actions. Texting and/or e-mailing while driving is prohibited in all circumstances.

32-26-47.1. Use of mobile electronic device--Prohibitions--Violation as misdemeanor--Exceptions.
No person may operate a motor vehicle while using a mobile electronic device. A violation of this section is a Class 2 misdemeanor.

This section does not apply to:
(1) A law enforcement officer, firefighter, emergency medical technician, paramedic, operator of an authorized emergency vehicle, or similarly engaged paid or volunteer public safety first responder during the performance of that person's official duties, and a public utility employee or contractor acting within the scope of that person's employment;

(2) The use of a mobile electronic device for emergency purposes, including a text messaging device to contact a 911 system, an emergency call to a law enforcement agency, health care provider, fire department, or other emergency services agency or entity, or to report to appropriate authorities a fire, traffic accident, serious road hazard, or medical or hazardous materials emergency, or to report the operator of another motor vehicle who is driving in a reckless or otherwise unsafe manner or who appears to be driving under the influence of alcohol or drugs, or to report a crime;

(3) The use of a global positioning or navigation system feature of a mobile electronic device, but does apply to manually entering information into the global positioning or navigation system feature of the device;

(4) Reading, selecting, or entering a telephone number or name in a mobile electronic device for the purpose of making or receiving a telephone call and using the device for the call, or if a person otherwise activates or deactivates a feature or function of a mobile electronic device; or

(5) The use of a mobile electronic device in a voice-operated or hands-free mode if the operator of the motor vehicle does not use the operator's hands to operate the device, except to activate or deactivate a feature or function of the device.

32-26-47.2 . Social networking sites--Prohibition--Violation as misdemeanor. No person may access, read, or post to a social networking site while operating a motor vehicle. A violation of this section is a Class 2 misdemeanor.

4. All employees whose duties require the operation of a public entity-owned motor vehicle or who operate a privately owned motor vehicle while conducting public entity business, as a part of their employment must possess a valid SD driver's license of the appropriate type. Any employee performing work, which requires the operation of a *City* vehicle or private vehicle on City business, is required to immediately report to the employee's Supervisor if his or her license is allowed to expire, is suspended, or revoked. Any employee who fails to report such information is subject to disciplinary action in accordance with *City* policy.

5. Employees who regularly operate vehicles on public entity business shall submit to a motor vehicle record (MVR) review prior to employment and thereafter on a yearly basis. If the MVR review indicates violations in excess of the recommended guidelines while using their private vehicle or a *City*-owned vehicle, the applicant or employee may be denied employment, have jobs duties adjusted, be reassigned, or be required (at the *City's* discretion) to complete defensive driving training based on the seriousness of the violations. If a disability or health-related reason caused the adverse driving record, the employer will consider such information and may use such information in making reasonable accommodation decisions.

6.

Motor Vehicle Records Review (MVR) Guidelines

1. No more than two convictions for moving traffic violations within any 12-month period.
2. No more than two moving traffic violations that contribute to accidents within any 12-month period.