

CITY OF SUMMERSET
ORDINANCE NO. 2021.09
SUPPLEMENTAL APPROPRIATION ORDINANCE

Be it ordained by the City of Somerset that the following sums are supplementally appropriated to meet obligations of the municipality.

| <u>EXPENDITURES</u> | General Fund Fund 101 |
|--|------------------------------------|
| 4210 <u>Law Enforcement</u> | |
| | \$75,000 |
| Total Law Enforcement | <u>\$ 75,000.00</u> |
| <i>*Refer to commission minutes from October 21, 2021.</i> | |
| 4900 <u>Miscellaneous</u> | |
| Return Powles Surety 2021 | \$ 71,000.00 |
| Total Miscellaneous | <u>\$ 71,000.00</u> |
| 4192 <u>General Government Buildings</u> | |
| * Purchase of City property in Dec. | \$ 61,000.00 |
| | <u>\$ 61,000.00</u> |
| 4140 <u>Finance</u> | |
| | \$30,000 |
| Total Finance | <u>\$ 30,000.00</u> |
| <u>Total Appropriations</u> | <u><u> </u></u> |

SECTION TWO

The following designates the fund or funds to which the money derived from the following source is applied.

| <u>REVENUE</u> | General Fund Fund 101 |
|--------------------------------------|-----------------------------|
| <u>SOURCE OF FUNDING</u> | |
| Unassigned Fund Balance | <u>\$237,000</u> |
| <u>TOTAL MEANS OF FINANCE</u> | <u>\$ 237,000.00</u> |

| ENTERPRISE FUNDS | |
|---------------------------------|------------------|
| <u>EXPENDITURES</u> | Sewer Fund |
| SRF Payments | <u>\$ 58,000</u> |
| <u>SOURCE OF FUNDING</u> | |
| Unassigned Fund Balance | <u>\$ 58,000</u> |

Dated this 6th day of January, 2022.

ATTEST:

Candace Sealey, Finance Officer

Melanie Torno, Mayor

Vote: Kitzmiller:
Thurman:
Torno:
Butler:
Hirsch:

First Reading: January 6th, 2022
Second Reading: January 20th, 2022
Publication:

Published once at the approximate cost of \$ xxxx.

NOTICE FOR PUBLICATION

Ordinance TSO 2022-01

CITY OF SUMMERSET ZONING ORDINANCE AMENDMENT

**AN ORDINANCE AMENDING ZONING ORDINANCE AND MAP INCORPORATED
AT TITLE 155, CHAPTER 021**

NOTICE IS HEREBY GIVEN that the City of Summerset will set the first reading on Ordinance #TSO 2022-01 An Ordinance Amending Zoning Ordinance and Map Incorporated at Title 155, Chapter 021.

Said first reading will be held at Summerset City Hall, 7055 Leisure Lane, Summerset SD on January 6th, 2022 @ 6:00 p.m. The purpose of the public hearing is to accept public comment on the proposed amended ordinance on the following described property:

(Existing Legal) Tract 2 of Richardson Subdivision, Except Lot H1 and Except Tract Well, located in the SE1/4SW1/4 of Section 31, Township 3 North, Range 7 East, Black Hills Meridian, City of Summerset, Meade County, South Dakota.

(Proposed Legal) Lots 1-10 of Summerset Meadows, located in the SE1/4SW1/4 of Section 31, Township 3 North, Range 7 East, Black Hills Meridian, City of Summerset, Meade County, South Dakota.

Said property is zoned PD (Planned Development) and said petitioner requests the zoning to be changed to R1 (Single Family Residential).

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

Dated this 15th day of December 2021.

City of Summerset

Published once on 12/17/2021, at the total approximate cost of \$31.42.

TSO 2022-01
CITY OF SUMMERSET ZONING ORDINANCE AMENDMENT

**AN ORDINANCE AMENDING ZONING ORDINANCE AND
MAP INCORPORATED AT TITLE 155, CHAPTER 021**

BE IT ORDAINED BY THE CITY BOARD OF COMMISSIONERS OF THE CITY OF SUMMERSET, Meade County, South Dakota that the following changes and amendments be made to the City of Summerset Zoning Ordinance, Title 155, Chapter 021.

BE IT ORDAINED that the zoning map referenced at Title 155, Chapter 155.021, and incorporated herein by this reference, shall be amended as it pertains to the following property:

(Existing Legal) Tract 2 of Richardson Subdivision, Except Lot H1 and Except Tract Well, located in the SE1/4SW1/4 of Section 31, Township 3 North, Range 7 East, Black Hills Meridian, City of Summerset, Meade County, South Dakota.

(Proposed Legal) Lots 1-10 of Summerset Meadows, located in the SE1/4SW1/4 of Section 31, Township 3 North, Range 7 East, Black Hills Meridian, City of Summerset, Meade County, South Dakota.

which property shall be re-zoned from PD (Planned Development) to R-1 (Single Family Residential) and that the zoning map shall be amended accordingly, which amendments are incorporated herein.

Dated this _____ day of _____, 20__.

ATTEST:

CITY OF SUMMERSET

Candace Sealey, Finance Officer

Melanie Torno, Mayor

(Seal)

Vote: Torno:
Kitzmilller:
Butler:
Hirsch:
Thurman:

First Reading: January 6, 2022
Second Reading: January 20, 2022
Publication:

Published once _____ at approximate cost of \$ _____.



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 Tract 2 of Richardson Subdivision, Except Lot H1 and Except Tract Well
Located in the SE 1/4 SW 1/4 of Section 31, T3N, R7E, BHM, City of Summerset, Meade County

PROPOSED Lots 1-10 of Summerset Meadows

LOCATION Intersection of Sturgis and Anderson Road

Size of Site-Acres 21.577 Square Footage 939,894 Proposed Zoning _____

DESCRIPTION OF REQUEST: To plat 10 residential lots within
Tract 2 of Richardson Subdivision

| |
|-----------------------------|
| Utilities: Private / Public |
| Water <u>Blackhawk</u> |
| Sewer _____ |

APPLICANT

Name Superior Custom Homes LLC / Justin Rudland Phone 605-484-7631
 Address 16564 Red Cedar Road E-mail justin.superiorcustomhomes@gmail.com
 City, State, Zip Piedmont, SD 57769 Signature _____ Date *
PROJECT PLANNER - AGENT

Name _____ Phone _____
 Address _____ E-mail _____
 City, State, Zip _____ Signature _____ Date _____
OWNER OF RECORD (if different from applicant)

Name _____ Phone _____
 Address _____ E-mail _____
 City, State, Zip _____

* [Signature] 11-11-21 Property Owner Signature Date
 * [Signature] 11-11-21 Property Owner Signature Date
 Signature Date
 Print Name: Justin Rudland Signature Date
 Title*: Owner Signature Date

*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
- Quaal Road District
- Other: _____
- Other: _____
- Other: _____
- Other: _____

Planning and Zoning Meeting Date: _____
 Commission Meeting Date: _____
 Date Paid: _____ Payment Type: Cash Check Credit Card

NOTICE FOR PUBLICATION

Ordinance TSO 2022-02

CITY OF SUMMERSET ZONING ORDINANCE AMENDMENT

**AN ORDINANCE AMENDING ZONING ORDINANCE AND MAP INCORPORATED
AT TITLE 155, CHAPTER 021**

NOTICE IS HEREBY GIVEN that the City of Summerset will set the first reading on Ordinance #TSO 2022-02 An Ordinance Amending Zoning Ordinance and Map Incorporated at Title 155, Chapter 021.

Said first reading will be held at Summerset City Hall, 7055 Leisure Lane, Summerset SD on January 6th, 2022 @ 6:00 p.m. The purpose of the public hearing is to accept public comment on the proposed amended ordinance on the following described property:

Lot D in Block 9 of Summerset Subdivision, Section 36, Township 3 North, Range 6 East, Black Hills Meridian, City of Summerset, Meade County SD.

Said property is zoned PD (Planned Development) and said petitioner requests the zoning to be changed to C-1 (General Commercial).

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

Dated this 15th day of December 2021.

City of Summerset

Published once on 12/16/2021, at the total approximate cost of \$25.70.

TSO 2022-02
CITY OF SUMMERSET ZONING ORDINANCE AMENDMENT

**AN ORDINANCE AMENDING ZONING ORDINANCE AND
MAP INCORPORATED AT TITLE 155, CHAPTER 021**

BE IT ORDAINED BY THE CITY BOARD OF COMMISSIONERS OF THE CITY OF SUMMERSET, Meade County, South Dakota that the following changes and amendments be made to the City of Summerset Zoning Ordinance, Title 155, Chapter 021.

BE IT ORDAINED that the zoning map referenced at Title 155, Chapter 155.021, and incorporated herein by this reference, shall be amended as it pertains to the following property:

**Lot D in Block 9 of Summerset Subdivision, Section 36, Township 3 North,
Range 6 East, Black Hills Meridian, City of Summerset, Meade County SD.**

which property shall be re-zoned from PD (Planned Development) to C-1 (General Commercial) and that the zoning map shall be amended accordingly, which amendments are incorporated herein.

Dated this _____ day of _____, 20____.

ATTEST:

CITY OF SUMMERSET

Candace Sealey, Finance Officer

Melanie Torno, Mayor

(Seal)

Vote: Torno:
Kitzmilller:
Butler:
Hirsch:
Thurman:

First Reading: January 6, 2022
Second Reading: January 20, 2022
Publication:

Published once _____ at approximate cost of \$_____.



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
- Infrastructure Development Plan
- 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 LOT D, B1K9 of Summerset Subdivision, Sec. 36, T3N, R6E, BHM, City of Summerset, Meade Co. SD

PROPOSED Same as above.

LOCATION

| | | |
|--|----------------------|---|
| Size of Site-Acres <u>.51</u> | Square Footage _____ | Proposed Zoning <u>C1 Gen. Commercial</u> |
| DESCRIPTION OF REQUEST: <u>Proposed future commercial bldg site</u> | | Utilities: Private / Public _____ |
| | | Water <u>Black Hawk</u> <small>none current</small> |
| | | Sewer <u>+/b/d</u> |

APPLICANT

Name City of Summerset Phone (605) 718 9858
 Address 7055 Leisure Lane E-mail cityinfo@summerset.us
 City, State, Zip Summerset SD 57718 Signature [Signature] Date 12-22-21
PROJECT PLANNER - AGENT

Name _____ Phone _____
 Address _____ E-mail _____
 City, State, Zip _____ Signature _____ Date _____
OWNER OF RECORD (if different from applicant)

Name City of Summerset Phone (605) 718-9858
 Address 7055 Leisure Lane E-mail cityinfo@summerset.us
 City, State, Zip Summerset SD 57718

Property Owner Signature _____ Date _____
Melania Torno 12-17-21
 Signature _____ Date _____
 Print Name: Melania Torno
 Title*: Mayor
*required for Corporations, Partnerships, etc.

Property Owner Signature _____ Date _____
 Signature _____ Date _____
 Print Name: _____
 Title*: _____

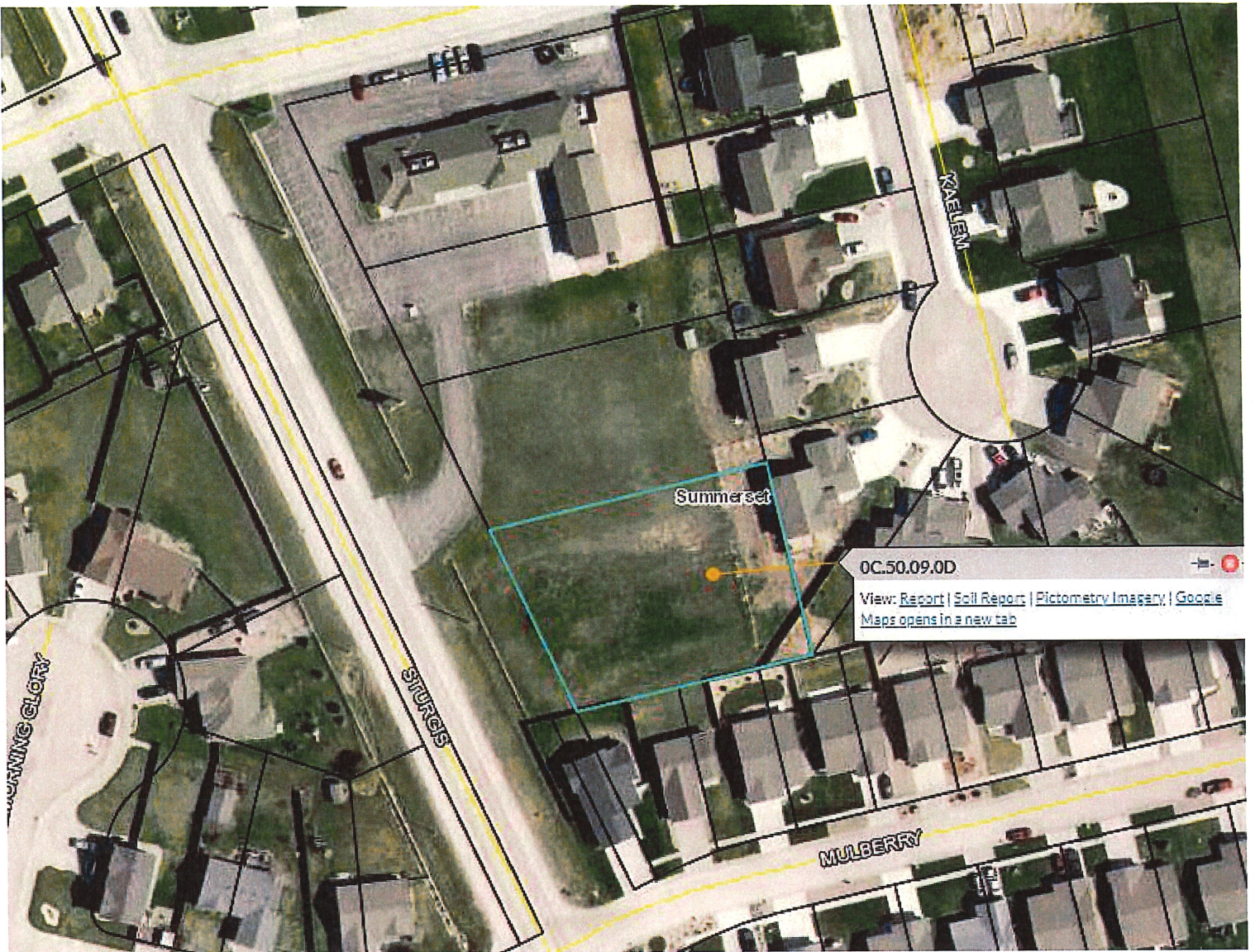
FOR STAFF USE ONLY

| 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
- Copy of Recorded Drainage Easement
- Other: _____
- Other: _____
- Other: _____

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

Payment Type: Cash Check Credit Card



0C.50.09.0D

View: [Report](#) | [Soil Report](#) | [Pictometry Imagery](#) | [Google Maps opens in a new tab](#)

Summerset

STORES

MULBERRY

KALEN

WINNING GLORY

Revised

COUNTY TREASURER'S CERTIFICATE

I, Treasurer of Meade County, South Dakota, do hereby certify that all taxes which are due upon the land described hereon, as shown by the records of my office, are duly paid.

Dated this _____ day of _____, 20____.

CERTIFICATE OF CITY FINANCE OFFICER

I, Finance Officer of the City of Sumner, South Dakota, do hereby certify that the foregoing plat, as shown by the records of my office, is a true and correct copy of the original as shown to me at a meeting held on the _____ day of _____, 20____.

Finance Officer _____

CERTIFICATE OF CITY FINANCE OFFICER

I, Finance Officer of the City of Sumner, do hereby certify that all special assessments which are due upon the within described land are duly paid according to the records of my office.

Dated this _____ day of _____, 20____.

Finance Officer _____

CERTIFICATE OF PLANNING COMMISSION

The City of Sumner Planning and Zoning Commission certifies that the proposed subdivision is in substantial compliance with the City Commission of the City of Sumner, South Dakota.

Dated this _____ day of _____, 20____.

Planning Commission Member _____

RESOLUTION OF CITY COMMISSION

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

- the system of the streets set forth therein conforms to the system of streets of the existing plat of the City, and
- the plat complies with the City Subdivision Regulations have been adopted;
- All taxes and special assessments upon the Tract or Subdivision are duly paid and survey thereof has been executed according to law;

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

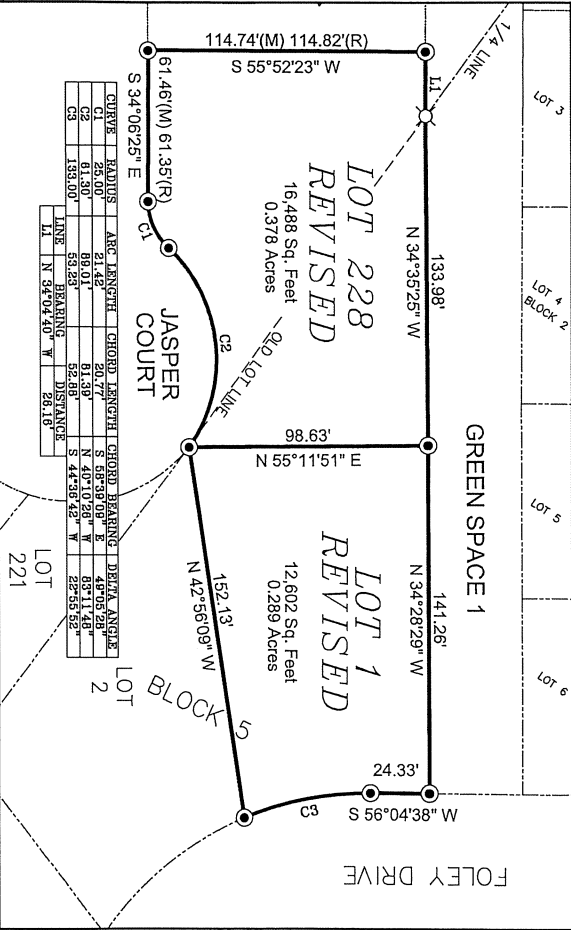
Dated at Sumner, South Dakota _____ day of _____, 20____.

Mayor _____

PREPARED BY: BASELINE SURVEYING, INC.,
2305 JUNCTION AVENUE, STURGIS, S.D. 57785

Preliminary Plat of

Lot 1 Revised of Block 5 and Lot 228 Revised of Sun Valley Estates
Formerly Lot 1 of Block 5 and Lot 228 of Sun Valley Estates.
Located in the NE1/4SW1/4 and NW1/4SW1/4 of Section 14, Township 3 North, Range 6 East, Black Hills Meridian, City of Sumner, Meade County, South Dakota.



SURVEYOR'S NOTES

- Utility & Other Drainage Easements: An eight foot easement is shown on the interior side of all lot lines. Removal or modification of any obstruction found on the interior side of any shall be the responsibility of landowners.
- Part of Easement of Reference: Part Book 25 Page 150-152. Repetition of Easement Office in Sturgis, South Dakota.
- Building Restrictions per the most recently adopted Ordinance.
- Part 35A Uniform FNU Final 4092C 1775E Designated in an area of Minimal Flood Hazard, Zone X, Effective Date 9/15/2011.

LEGEND

- Found or Set 5/8" Iron with Cap
- ⊙ Marked VASNETZ H15719
- ⊙ Found Rebar Unless Otherwise Noted
- ⊙ Found IR with Cap marked "Broz 535"
- (R) Indicates dimensions previously recorded.
- (M) Indicates measured this survey.



SCALE: 1" = 30 Feet
November 2021

PHONE: 605-490-1401 EMAIL: BASELINE@STURGISURVEYING.COM JOB NUMBER: 21-308

SURVEYOR'S CERTIFICATE

I, Sharon E. Vashatz, 2305 Junction Avenue, Sturgis, SD, do hereby certify that I am a Registered Land Surveyor in the State of South Dakota, do hereby certify that the boundaries in the manner shown, and that the ground shown and described hereon, I have marked and platted the property shown and described hereon, and that the boundaries or restrictions of Miscellaneous Record or Prior Easements that are not known to me are not shown hereon.

IN WITNESS WHEREOF
I hereunto set my hand and seal

this _____ day of _____, 20____.

Sharon E. Vashatz
Registered Land Surveyor No. 7719



CERTIFICATE OF DIRECTOR OF EQUALIZATION

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

Dated this _____ day of _____, 20____.

Meade County Director of Equalization _____

APPROVAL BY HIGHWAY OR STREET AUTHORITY

The location of the proposed access to the Highway or Street as shown hereon is hereby approved. Any change in the location of the proposed access shall require additional approval.

Dated this _____ day of _____, 20____.

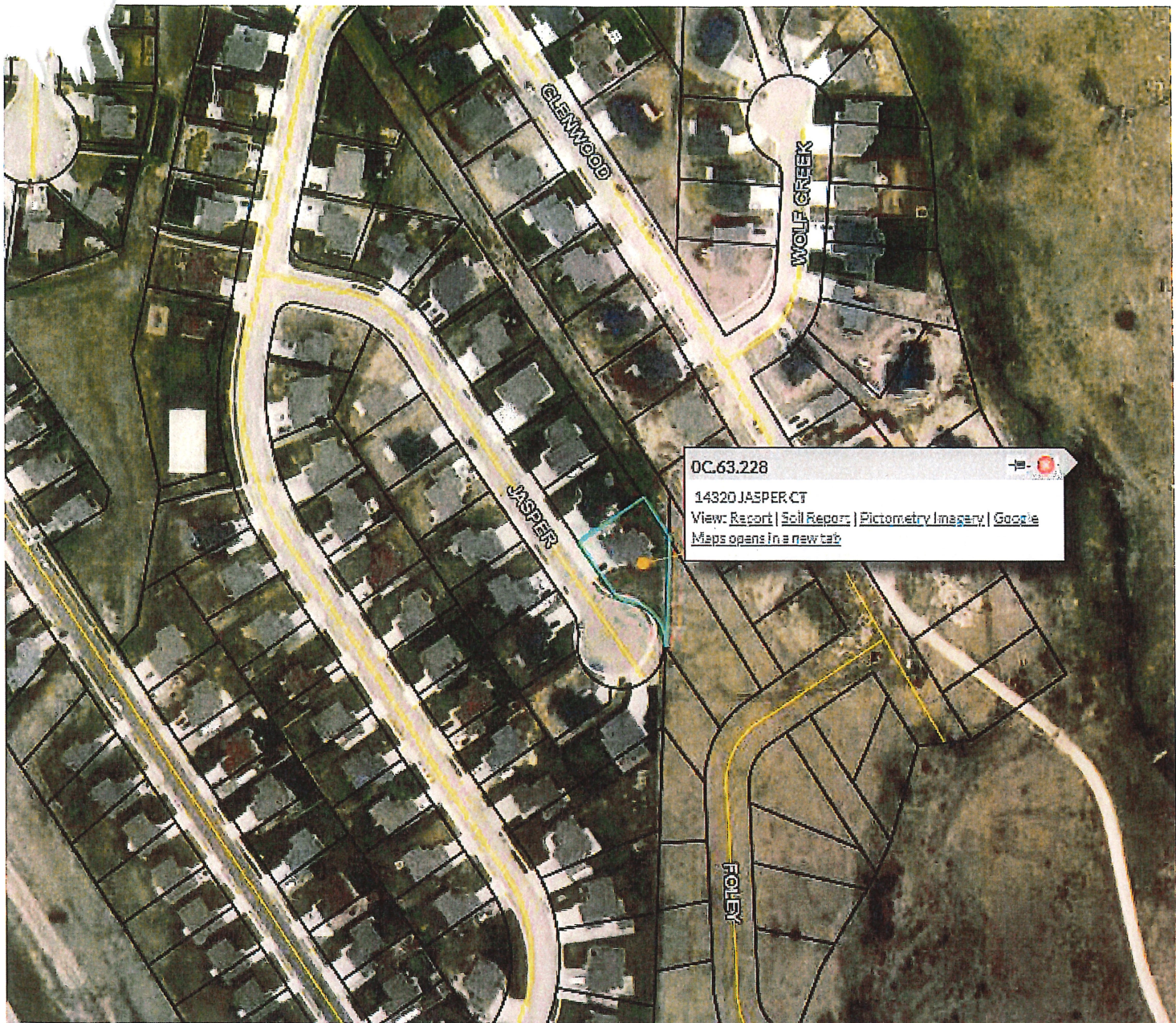
Highway or Street Authority _____

DEMLINAGE NOTES

All major drainage easements shown hereon but not limited to, buildings, wells, fences, hedges, trees and shrubs. These easements are shown in red. The easements are shown in red. The easements are shown in red. The easements are shown in red.

OFFICE OF REGISTER OF DEEDS

Meade County Register of Deeds



DC.63.228



14320 JASPER CT

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COUNTY TREASURER'S CERTIFICATE

I, Treasurer of Meade County, South Dakota, do hereby certify that all taxes which are liens upon the land described herein, as shown by the records of my office, are fully paid.

Dated this _____ day of _____, 20____.

Meade County Treasurer

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 same as the same appears in the records of the City of Summerset, South Dakota at a meeting held on the _____ day of _____, 20____.

Finance Officer of the City of Summerset

CERTIFICATE OF CITY FINANCE OFFICER

I, Finance Officer of the City of Summerset, 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 _____, 20____.

Finance Officer of the City of Summerset

CERTIFICATE OF PLANNING COMMISSION

The City of Summerset Planning and Zoning Commission certifies it has reviewed the final plat and hereby recommends approval to the City Commission of the City of Summerset, South Dakota.

Dated this _____ day of _____, 20____.

Planning Commission Member

RESOLUTION OF CITY COMMISSION

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:

- The system of streets set forth therein conforms to the system of streets of the existing plats of the City, and
- All lots and parcels shown on the City Subdivision Regulations have been complied with, and
- All taxes and special assessments upon the Tract or Subdivision and 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.

Dated at Summerset, South Dakota

this _____ day of _____, 20____.

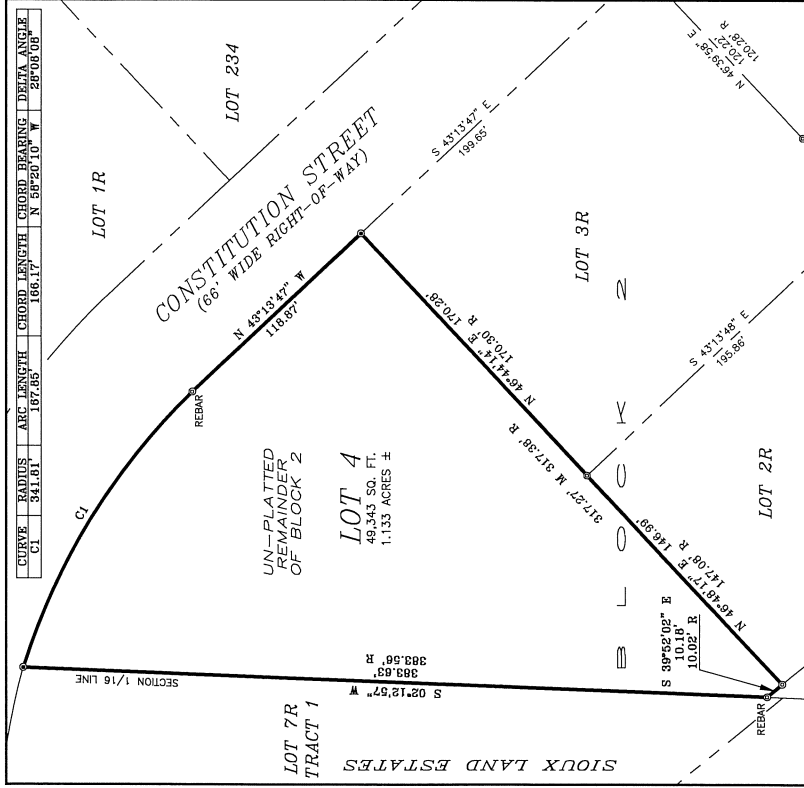
Mayor of the City of Summerset

Plat of

Lot 4, Block 2 of Summerset USA.

Formerly the Un-Platted Remainder of Block 2 of Summerset USA Located in the NW 1/4 of the SE 1/4 of the NW 1/4 of Section 26, Township 3 North, Range 6 East, Black Hills Meridian, City of Summerset, Meade County, South Dakota.

| | | | | | | | | | |
|-------|--------|--------|--------|--------|---------------|-------|---------|----------|-------|
| CURVE | BAUDUS | ARC | LENGTH | CHORD | ANGLE | CHORD | BEARING | DETAILED | ANGLE |
| CI | 341.81 | 107.85 | 107.85 | 108.17 | N 88°20'10" W | 20 | 00'00" | | |



SURVEYOR'S CERTIFICATE

I, Shannon E. Vashnetz, 2305 Justitia Avenue, Sargis, SD, being a Registered Land Surveyor in the State of South Dakota, do hereby certify that I have surveyed and plotted the property shown and described herein. I have marked the corners and boundaries of the property shown and described herein. The plat is correct to the best of my knowledge, information and belief. Easements or Restrictions of Miscellaneous Record or Private Agreements that are not known to me are not shown herein.

IN WITNESS WHEREOF
I hereunto set my hand and seal
this _____ day of _____, 20____.

Shannon E. Vashnetz
Registered Land Surveyor No. 7719

OWNER'S CERTIFICATE

We, West Golden Investments, LLC, Tony Douglas Managing Member, do hereby certify that we are the owners of the land shown and described herein. We have read the survey and do hereby approve the survey and plat. We further certify that the development of this land shall conform to all existing applicable zoning, subdivision, and erosion and sediment control regulations and that we have indicated right-of-way as shown herein is dedicated to public use.

IN WITNESS WHEREOF
We hereunto set our hands this _____ day of _____, 20____.

West Golden Investments, LLC; Owner
Tony Douglas, Managing Member

ACKNOWLEDGEMENT OF OWNERS

STATE OF CALORADO }
COUNTY OF _____ } SS

On this _____ day of _____, 20____, before me, the undersigned officer, personally appeared Tony Douglas, Designated as Managing Member of West Golden Investments, LLC, known to me to be the owner of the land shown and described herein, and he acknowledged to me that they executed the same for purposes therein contained.

IN WITNESS WHEREOF, I hereby set my hand and official seal.

Notary Public _____ My commission expires:

OFFICE OF REGISTER OF DEEDS

Meade County Register of Deeds
PHONE: 605-490-1401 EMAIL: baseline7719@gmail.com JOB NUMBER: 20-802

SURVEYOR'S NOTES

1) Utility & Minor Drainage Easements: An easement (as noted) for utility and drainage easement is hereby granted on the interior side of all lot lines. Removal of any structure or other improvement to such an easement shall be the financial responsibility of lotowners.

2) Plats of Record as Reference: Plat Book 21 at Page 290 and Plat Book 21 at Page 291 previously recorded with the Meade County Register of Deeds Office in Sargis, South Dakota.

3) Building Restrictions per the most recently adopted International Building Code and Building Setback Requirements per the City of Summerset Ordinances.

4) Basis of Bearings Using Geodetic North System (GPS).

DRAINAGE NOTES

All major drainage easements shown herein are hereby approved for installation, but not limited to buildings, walls, fences, hedges, and shrubs. These easements grant to all public authorities the right to repair such improvements and structures as it deems necessary to facilitate drainage from any source.

CERTIFICATE OF DIRECTOR OF EQUALIZATION

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

Dated this _____ day of _____, 20____.

Meade County Director of Equalization

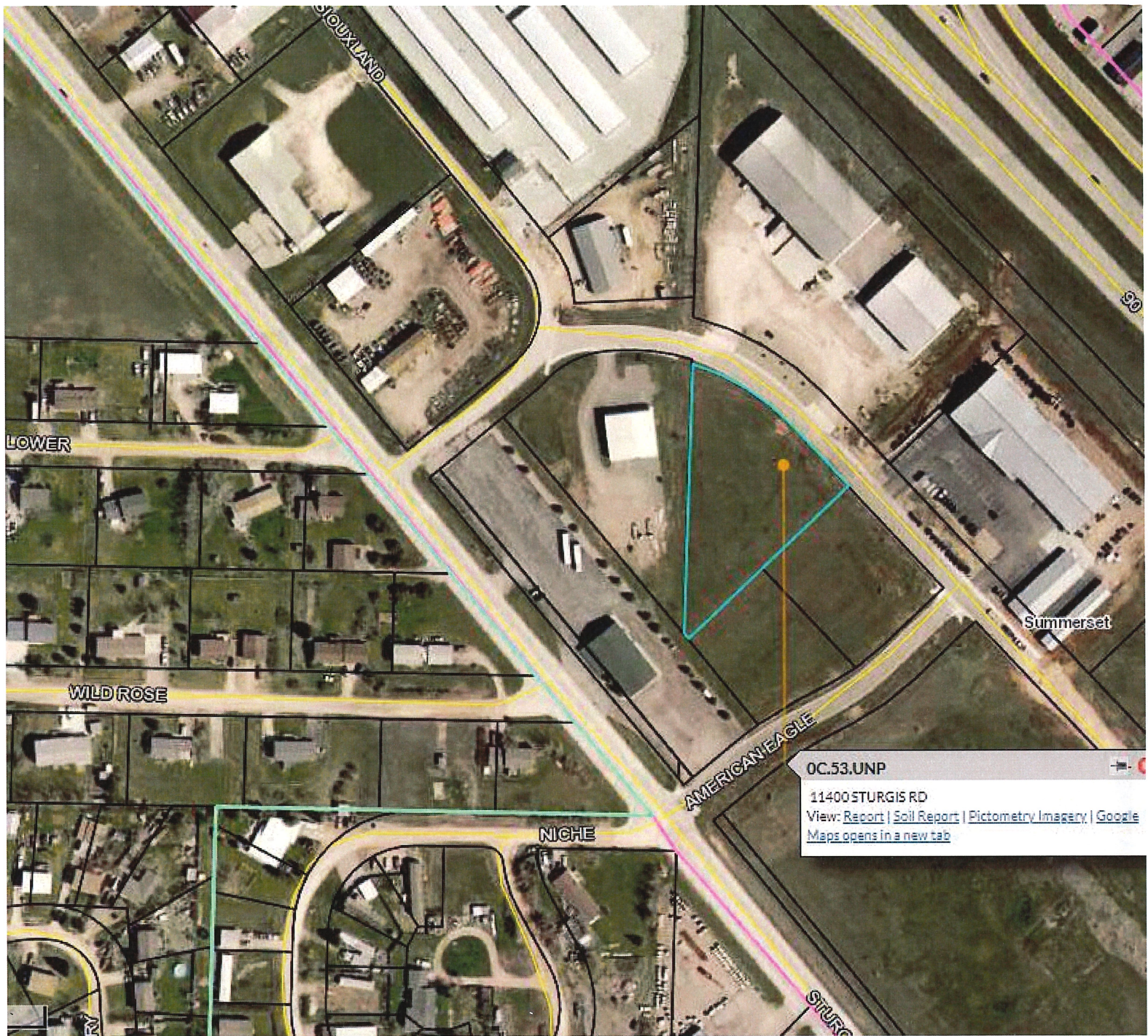
APPROVAL BY HIGHWAY OR STREET AUTHORITY


The location of the proposed access to the Highway or Street as shown herein is hereby approved. Any change in the location of the proposed access shall require additional approval.

Dated this _____ day of _____, 20____.

City of Summerset Highway or Street Authority

PREPARED BY: BASELINE SURVEYING, INC.,
2305 JUNCTION AVENUE, STURGIS, S.D. 57785



0C.53.UNP 

11400 STURGIS RD

View: [Report](#) | [Soil Report](#) | [Pictometry Imagery](#) | [Google Maps opens in a new tab](#)

**INTERGOVERNMENTAL CONTRACT
FOR THE
SOUTH DAKOTA PUBLIC ASSURANCE ALLIANCE**

This Contract is made and entered into by the undersigned who, upon execution of the Contract, will become contractually bound with all other signatories.

Whereas, the Acts of the State of South Dakota authorize and/or permit various Governmental Authorities to contract, and;

Whereas, the undersigned desires, along with other such entities, to form or join or reaffirm their membership in a local government risk pool to be known as the South Dakota Public Assurance Alliance, and;

Whereas, pursuant to the authority granted by SDCL ch. 1-24 and any acts amendatory thereto, the undersigned executes this document for purposes of joining or reaffirming membership, by virtue of an intergovernmental contract, the local government risk pool known as the South Dakota Public Assurance Alliance;

Now, therefore, the undersigned executes this Agreement in consideration for other Governmental Authorities executing this Agreement for the purpose of joining or reaffirming their membership in a local government risk pool known as the South Dakota Public Assurance Alliance. The undersigned agrees to abide by the terms and conditions of this Contract and all actions taken pursuant to this Contract. In consideration of the mutual covenants of all signatories to this Intergovernmental Contract it is agreed as follows:

ARTICLE I – NAME

The Pool created by this Contract shall be known as the South Dakota Public Assurance Alliance, hereinafter referred to as the “Alliance.”

ARTICLE II – PURPOSE

The signatories hereto, together with future signatories, establish a contractual local government risk pool for the purpose of effectuating this Agreement; which Pool shall have a perpetual duration and shall continue until terminated pursuant to the terms and conditions of the Agreement. The purpose of this Agreement is to enter into an Intergovernmental Contract to form a local government risk pool, to provide for joint or cooperative action by Members relative to their financial and administrative resources for the purpose of providing risk management services and risk sharing facilities to the Members and to the Member’s employees, and to defend and protect, in accordance with this Agreement, any Member of the Alliance against liability as defined under Pool Retention and in the Member’s Risk Sharing Certificate. This Contract and the activities hereunder shall not constitute doing an insurance business. This Agreement is intended to create a contractual relationship and agreement between the signatories.

This Agreement shall constitute a contract among those Governmental Authorities which shall now or at any time enter into this Agreement and become Members of the Alliance.

The liability of each Member is limited to the amount of financial contributions required to be made to the Alliance pursuant to the Agreement except in the event of termination of the Alliance as described in Article XI or in the event of a deficit in the Operating Fund as provided in Article VIII.

This Agreement shall not inure to the benefit of third parties nor does any party hereto waive such sovereign or governmental immunity as may be available to it individually.

In no event shall a Member be responsible, jointly or severally, for the liabilities of any other Member except in the event of termination of the Alliance by the Alliance membership as described in Article XI or in the event of a deficit in the Operating Fund as provided in Article VIII when all Alliance Members would be responsible for a joint liability of the Alliance. In no event will an individual Member be responsible for any liabilities of any other Member.

ARTICLE III – DEFINITIONS

In the interpretation of this Agreement the following definitions shall apply unless the context requires another interpretation:

1. Acts --“Acts” shall mean such Acts of the State of South Dakota, pursuant to which this Contract is executed, as the same may be amended from time to time.
2. Administrator -- “Administrator” shall mean the South Dakota Public Assurance Alliance.
3. Agreement --“Agreement” shall mean this Intergovernmental Contract for the South Dakota Public Assurance Alliance and all of the counterparts subsequently executed
4. Alliance --“Alliance” shall be the sum of all the contracts or contractual obligations of the Members.
5. Annual Operating Contribution --“Annual Operating Contribution” shall mean those amounts necessary to fund the expenses of the Alliance.
6. Basis Rate --“Basis Rate” shall mean that amount annually promulgated by the Administrator deemed necessary to provide the Scope of Coverage afforded to a Member for the period of one year corresponding to the Risk Sharing Certificate effective date with due consideration to the Member’s individual characteristics.
7. Board --“Board” shall mean the Board of Directors of the South Dakota Public Assurance Alliance.
8. Casualty Coverage --“Casualty Coverage” shall mean the coverage afforded a Member for Casualty Risk, pursuant to the Member’s Risk Sharing Certificate and subsequent amendments and/or endorsements thereto.
9. Casualty Risk --“Casualty Risk” shall mean General Liability, Government Officials Liability, Law Enforcement Liability, Automobile Liability and other similar coverages usual to a Governmental Authority.
10. Claims Administrator --“Claims Administrator” shall mean any entity with whom the Administrator enters a contract for claims services.
11. Contract(s) --“Contract(s)” shall mean this Agreement and all of its counterparts.
12. Governmental Authority --“Governmental Authority” shall mean a public agency or any joint power agreement or separate entities consisting entirely of public agencies as defined in the Act.
13. Limits of Coverage --“Limits of Coverage” shall mean the limits of coverage established by any applicable coverage document, the Risk Sharing Certificate, and any other document or agreement that establishes and controls limits of various coverages provided to the Member.
14. Member --“Member” shall mean a Governmental Authority participating in the South Dakota Public Assurance Alliance by executing this Agreement.
15. Member’s Contribution --“Member’s Contribution” shall mean all amounts paid by Members and allocated to the Operating Fund.

- 16. Operating Fund --“Operating Fund” shall mean those amounts allocated to and designated as “Net Assets-Unrestricted” in the Alliance’s financial statements, as a result of increasing such amounts by the Annual Operating Contribution and investment income, and subtracting the expenses of the Alliance.
- 17. Pool --“Pool” shall mean the cumulative funds collected under this Contract and the contractual activities conducted hereunder, also sometimes referred to as the Alliance. The Pool is the sum of all Members’ funds and contractual duties, benefits and obligations.
- 18. Pool Retention --“Pool Retention” shall mean the amount that the Board may determine to retain as a designated retention from time-to-time.
- 19. Property Coverage --“Property Coverage” shall mean the coverage afforded a Member for Property Risk, pursuant to the Member’s Risk Sharing Certificate and subsequent amendments and/or endorsements thereto.
- 20. Property Risk --“Property Risk” shall mean Property, Vehicle Physical Damage, Inland Marine, Crime, Boiler and Machinery, and other similar coverages usual to a Governmental Authority.
- 21. Risk Sharing Certificate --“Risk Sharing Certificate” shall mean that document provided a Member evidencing the scope, nature, term, and limits of participation in the Alliance.
- 22. Scope of Coverage --“Scope of Coverage” shall mean the coverage, limits, and deductibles as established and defined in this agreement, any applicable separate coverage document, the Risk Sharing Certificate, and any other applicable document defining or establishing such terms, and subsequent amendments thereto.

ARTICLE IV – MEMBERSHIP

Contractual membership of the Alliance shall consist of Governmental Authorities who have entered into this Agreement or its counterpart by and through an individual duly authorized to execute this Agreement, and who have agreed to make the Member’s Contribution pursuant to the further provisions hereof. Members agree to the admission of future Members and acknowledge that they shall have no right to object to the addition of such Members provided they are admitted in accordance with the terms hereof. This Agreement shall be automatically renewed unless the provisions for withdrawal or termination are applied.

Each Member shall appoint an individual and an alternate to represent the Member with the Alliance. That individual or alternate shall act as a liaison between the Member and the Alliance for purposes of relating risk reduction and loss control information, and any other information or instructions concerning the obligations of the Member imposed by this Agreement and the rules and regulations established hereunder. The individual or alternate shall cast, on behalf of the Member, any vote which the Member is required or permitted to cast.

The obligations of Members of the Alliance shall include, but not necessarily be limited to, the following:

1. To promptly report to the Administrator or designated Claims Administrator any incident which could result in a claim being made by or against the Member within the Scope of Coverage.
2. To cooperate with and institute to the degree possible all loss prevention procedures established by the Administrator.
3. To provide to the Administrator such information as needed for rating purposes, including but not limited to, a completed renewal packet and any supplement questionnaires, as requested, and a budget approved by

Member's governing body of all revenues and expenditures for any fiscal year of the Member requested by the Administrator.

4. To provide representatives of the Administrator access to all records, including financial records and/or properties of the Member, provided the Administrator determines the information or access is necessary.
5. To cooperate with the Administrator and any employee, officer or independent contractor relating to the purpose and powers of the Alliance.
6. To allow attorneys and others employed by the Administrator to represent the Member in investigation, settlement, and all levels of litigation arising out of any claim made against the Member within the Scope of Coverage furnished by the Alliance.
7. To pay when due all annual contributions or other contributions, due or required, pursuant to this Agreement.

ARTICLE V – BOARD OF DIRECTORS

1. Administration of the Contract(s). The administration of this Contract(s) and management of the Alliance shall be governed by a Board of Directors of eleven (11) members comprised of six (6) municipal representatives, three (3) county representatives and the Executive Directors of the South Dakota Municipal League and the South Dakota Association of County Commissioners.
2. Qualifications of Members of the Board. Members of the Board shall be either:
 - a. Elected officials of an Alliance Member provided the governing board of the Member in question has supported their appointment or candidacy by Resolution; or
 - b. Representatives, employees or appointed officials of an Alliance Member provided the governing board of the Member in question has supported their appointment or candidacy by Resolution; or
 - c. No Member may support the appointment or candidacy of more than one person to the Board in any given year. If such person is later unable to assume office as a member of the Board for any reason, then this prohibition shall not apply.
 - d. The Executive Directors of the South Dakota Municipal League and the South Dakota Association of County Commissioners are qualified by the nature of their respective positions and shall remain standing members of the Board.
3. If a Board member initially appointed or elected to the Board based on their status as an elected or appointed official, or employee of a Member leaves office or employment with that Member during their term, they may continue to serve and complete their current term unless and until they resign, are removed pursuant to the terms and conditions of this Article, or until such time as the Member which initially sponsored their appointment or candidacy revokes their resolution of support in writing. Such revocation must be in writing or by electronic communication and in the form of a resolution of revocation. It must be provided to the Chair and Vice-Chair by the sponsoring Member. Such revocation shall create a vacancy to be filled pursuant to the provisions of Article V, Paragraph 5.
4. A Board member initially appointed or elected to the Board based on their status as a representative of a Member may serve unless and until they resign, are removed pursuant to the terms and conditions of this Article, or until such time as the Member which initially sponsored their appointment or candidacy revokes their resolution of support in writing. Such revocation must be in writing or by electronic communication by and in the form of a resolution of revocation. It must be provided to the Chair and Vice-Chair by the sponsoring Member. Such written revocation shall create a vacancy to be filled pursuant to the provisions of Article V, Paragraph 5.
5. Eligibility and Vacancies. The Board shall be the judge of the election and qualifications of its members and of the grounds for their forfeiture of office. The Board may remove any Board member for cause as determined by a 2/3 vote of the entire Board. "For cause" shall include but not be limited to a Board member having excessive absences from the meetings of the full Board or any other instance where a Board member's continued service has become untenable by the sole determination of a 2/3 vote of the Board. Such removal for cause of a Board member shall

then be deemed a vacancy as described by this Article. Should the number of members of the Board become reduced due to disqualification, death, incompetence, resignation or other cause, the remaining members of the Board may appoint a person or persons to fill such a vacancy or vacancies until the time of the next annual meeting of the South Dakota Public Assurance Alliance so that the Board shall be maintained numerically during that time. At the next annual meeting of the South Dakota Public Assurance Alliance, the Nominating Committee of the Board of Directors shall recommend one candidate to fill each vacant position on the Board for the remainder of the term left open and Member entities of the South Dakota Public Assurance Alliance present at that annual meeting shall vote on the candidate recommended by the Nominating Committee in the manner described in paragraph 6 below. Any member of the Board may resign by sending notice of his/her resignation to the Chair of the Board and the Administrator.

6. Election and Term of Members of the Board. An election shall be held at the annual meeting of the South Dakota Public Assurance Alliance to fill any Board position that is open, or will become open as the result of an expiring term or vacancy as described in this Article. Applications for all open positions to be filled at such an election shall be submitted in writing to the Nominating Committee of the Board of Directors at least thirty (30) days prior to the date of the South Dakota Public Assurance Alliance annual meeting in question. The Nominating Committee will consider all applications received and recommend one candidate to fill each open Board position. The election held at the annual meeting of the South Dakota Public Assurance Alliance shall be determined by a majority of those Alliance Member entities present and voting at the annual meeting with each Member entity having one vote. A candidate recommended by the Nominating Committee and nominated at the annual meeting shall be deemed elected if he/she receives more than 50% of the votes cast by those Member entities present and voting at the election. If the candidate nominated fails to receive a majority of votes cast at the election then the Nominating Committee shall recommend a second person to stand at election at the same annual meeting. Board members elected at such an election shall take office on the following January 1. All Board members shall be elected to a three (3) year term. A Board member may be removed for just cause by a majority vote of the Board of Directors. There shall be no prohibition on election to successive terms.
7. Meetings of the Board. The Board of Directors shall hold its annual meeting in conjunction with the annual meeting of the South Dakota Municipal League. The Board shall meet a minimum of four (4) times per year and at such other times as called by the Chair. Any item of Alliance business may be considered at such meetings. Special meetings may be called by the Chair or by a majority of the Board of Directors. Meetings may be held by teleconference through any audio or video medium.
8. Executive Committee. The Executive Committee shall be comprised of five (5) members including the three officers elected by the Board, one at-large Board member selected by a majority vote of the Board and the Executive Director of the South Dakota Municipal League. The Committee shall be chaired by the Chair of the Board. The Committee shall inform and direct the Executive Director of the South Dakota Public Assurance Alliance on Board policy and shall make recommendations to the Board as it deems necessary for the prudent operation and management of the Alliance.
9. Officers. By majority vote, the Board of Directors, at its December Board meeting or at a Special Meeting held for the purpose of such election, shall select from the members of the Board, a Chair, Vice-Chair, and Secretary/Treasurer.

ARTICLE VI – POWERS AND DUTIES

The Board of Directors shall be permitted and the undersigned authorizes it to perform and carry out, or delegate to others to perform and carry out, on behalf of the undersigned, each and every act necessary, convenient or desirable to, and for carrying out the purpose of this Contract and the Alliance, including but not limited to:

1. Administer the Alliance, receive Member's Contributions (contracted obligations) to the Alliance, and settle and pay claims and losses on behalf of its Members;
2. Make and enter into contracts to conduct and operate the Alliance;

3. Employ employees and agents on behalf of the undersigned;
4. Incur liabilities and charges against the common funds of the Alliance, but no charge, liability or obligation so incurred shall be the charge, liability or obligation of any individual party to this Agreement;
5. Sue or be sued in the Member's name or collective names, and defend such claims;
6. Acquire, or dispose of real and/or personal property;
7. Advise Members on loss control guidelines and procedures, and provide Members with risk management services, loss control, and risk reduction information;
8. Purchase for the Members reinsurance and/or excess insurance and/or enter into such excess risk sharing pools as may be available and deemed desirable for the protection of the Members and/or the Alliance itself;
9. Invest, on behalf of the Members, Alliance funds in securities and investments in a prudent and lawful manner;
10. Promulgate procedures and regulations for the general administration of this Contract(s);
11. Take such action as is necessary to terminate the participation/contract of any Member that fails to comply with the reasonable requirements of the Administrator concerning contractual obligations;
12. Provide surety and/or fidelity bonds, as may be available, for members of the Board, and all persons charged with the custody or investment of Alliance monies.

ARTICLE VII – LIABILITY OF THE BOARD OF DIRECTORS, ADMINISTRATOR, OR EMPLOYEES

The members of the Board of Directors, the Administrator, its directors, officers, and employees shall:

1. Use reasonable and ordinary care in the exercise of their duties hereunder;
2. Be afforded all of the privileges and immunities that may attach under any applicable law;
3. Not be liable for, and be held harmless and defended by the undersigned and from Alliance funds, for any act of negligence, any mistake of judgment or any other action made, taken or omitted in good faith;
4. Not be liable for any loss incurred through investment of funds or failure to invest such funds.

The Administrator may purchase, subject to availability and cost, insurance providing coverage for the Board of Directors, its officers and members, the Administrator, its directors, officers, and employees.

The undersigned shall and the funds of the Alliance shall be used to hold harmless and defend the Board of Directors, its officers and members, the Administrator, its directors, officers, and employees for any act or omission taken or omitted in good faith by the Board of Directors, its officers and members, the Administrator, its directors, officers, and employees. The hold harmless and indemnity provisions of the undersigned shall be joint and several with all signatories to this Contract; provided, however, this obligation shall be considered an expense of the Alliance and in no event shall any individual signator be liable for more than its pro rata annual contribution herein except in the event of termination of the Alliance as described in Article XI or in the event of a deficit in the Operating Fund as provided in Article VIII. Nothing contained herein shall be construed as to require the undersigned to hold harmless or defend any party from any act done in bad faith or any breach of a fiduciary duty.

No covenant or agreement contained herein shall be deemed to be the covenant or agreement of any member of the Board of Directors or the Administrator nor any of its employees and none of such persons shall be subject to any personal liability or accountability by reason of the acceptance of a position or the undertaking of the performance of any of the

responsibilities, obligations or duties contemplated in the carrying out of this Agreement, whether by virtue of any construction, statute or rule of law.

ARTICLE VIII – ESTABLISHMENT OF OPERATING FUND

1. The Board shall establish a budget which shall consist of Member’s Contributions in amounts not less than the Administrator deems sufficient to annually produce the sum of money reasonably necessary to fund the expenses and any deficiencies which may occur in the Alliance’s Operating Fund regulatory authority; the sum of which shall be known as the Annual Budget.
2. Thirty (30) days prior to the Alliance’s fiscal year end, or at such other time as directed by the Board, the Administrator shall prepare an Annual Budget for the succeeding fiscal year. The Annual Budget shall be used to assist in determining the annual rates for the Alliance. The rates determined by the approval of the Annual Budget by the Board of Directors are used to determine the contributions for each Member, based on their exposures. Members’ Annual Operating Contributions will be determined on an individual basis, based on detailed analysis of exposures and for a one (1) year period from their Risk Sharing Certificate effective date of coverage.
3. In the event that the Operating Fund becomes deficient during any Alliance fiscal year, the Alliance shall liquidate any and all assets and continue to pay claims and losses incurred within the Scope of Coverage and pursuant to the Risk Sharing Certificate until all funds of the Alliance are exhausted. After such time, all coverages and payment of valid claims shall be the sole and separate obligation of each individual Member.

ARTICLE IX – MEMBER’S WITHDRAWAL, CANCELLATION, OR TERMINATION

1. Members agree to continue membership for a period of not less than one (1) full year. At the conclusion of such period, or anniversary thereof, a Member who has given sixty (60) days prior written notice to the Alliance may withdraw. A Member who has not given sixty (60) days prior written notice to the Alliance to withdraw may not withdraw for an additional one (1) full year.

Anything contained in this Agreement to the contrary notwithstanding, a Member’s election to cease participation in the Alliance for Property Coverage shall not constitute a withdrawal under any other terms and conditions of the Agreement. Property Coverage applies only to losses or claims which occur prior to the termination date. All rights for reimbursement or any right to claims against the Alliance shall terminate for Property losses which occur after the termination date.

Effective 12:01 a.m. on the date of the withdrawal and notwithstanding anything contained to the contrary within this Agreement or attachments hereto or the Risk Sharing Certificate issued pursuant to this Agreement, payments for all unknown Casualty Coverage claims or claims expense shall thereafter become the sole responsibility of the withdrawing Member unless the claim was reported prior to the withdrawal of the Member’s participation in the Alliance.

Effective 12:01 a.m. on the date of the withdrawal and notwithstanding anything contained to the contrary within this Agreement or attachments hereto or the Risk Sharing Certificate issued pursuant to this Agreement, payments for all Property claims and claim expense incurred thereafter shall become the sole responsibility of the withdrawing Member. Any Property claim reported in a timely manner not to exceed sixty (60) days after its occurrence shall be covered by the Alliance if the claim occurred during the period the Risk Sharing Certificate was in effect and if coverage is otherwise available under the Risk Sharing Certificate.

The Alliance will continue to service all claims which have been reported to the Alliance during the withdrawing Member’s period of participation. Payment of all claims so serviced by the Alliance for the withdrawing Member shall be made by the Alliance.

Anything contained in this Agreement to the contrary notwithstanding, a Member that has given notice of withdrawal may rescind said notice provided written notice of rescission is sent to the Alliance within the sixty (60) day period and provided further all contributions required from said Member are made in a timely fashion.

2. The Alliance may, by a two thirds (2/3) majority of the Board and by providing a Member sixty (60) days prior written notice, cancel that Member's participation in the Alliance and terminate its Intergovernmental Contract effective at the end of any Risk Sharing Certificate year. Thereafter, it shall be the responsibility of the Alliance to defend, settle, and pay claims within the scope and limits set forth in the cancelled Member's Risk Sharing Certificate in effect on the date of the occurrence out of which such claim arose. This provision shall apply solely to claims which occurred during a Member's participation and evidenced by the Member's Risk Sharing Certificate. The cancelled Member shall have the right, prior to the actual date of cancellation, to withdraw from the Alliance by giving notice of such withdrawal. Electing to so withdraw, the Member shall be subject to the provisions of paragraph one (1) of this Article.
3. Any Member failing to make payments when due as required by this Agreement shall be terminated from the Alliance effective on the date the payment was due and upon that effective date of termination all coverages and benefits hereunder shall cease. All known and unknown claims and claims expenses thereafter shall become the sole responsibility of the terminated Member without regard to whether a claim occurred or was reported prior to the termination of the Member's participation in the Alliance. At the request of the terminated Member, the Alliance will continue to service all claims which have been reported to the Alliance during the terminated Member's period of participation so long as the terminated Member shall promptly reimburse the Alliance for all claims the terminated Member and the Alliance shall incur no liability for payment of claims by virtue of servicing claims under the terms of this paragraph. If the Member shall subsequently submit its payment, the Administrator may, in its discretion, reinstate such membership.
4. Any Member who elects to withdraw pursuant to Paragraph 1 of this Article is prohibited from rejoining the Alliance for a period of two years.

ARTICLE X – SCOPE OF RISK SHARING PROTECTION

1. The Alliance provides risk sharing protection to each Member and will make or secure payment on behalf of each Member under criteria and procedures established for the payment of claims as provided in the Member's Risk Sharing Certificate. As long as a Member continues to renew its annual Risk Sharing Certificate, any claim that occurred during the period the Risk Sharing Certificate is in effect shall be considered for payment as provided in the Member's Risk Sharing Certificate.
2. The Alliance may obtain excess insurance, reinsurance, or join in excess risk sharing pools.
3. In the event that a claim or series of claims exceeds the amount of the risk sharing protection provided by the Member's Risk Sharing Certificate, or in the event that a claim or a series of claims should exhaust the Operating Fund and any reinsurance, then payment of valid claims shall be the sole and separate obligation of the individual Member or Members against whom the claim was made and perfected by litigation or settlement.
4. A Member may purchase, in its sole discretion, any insurance coverage in addition to those amounts purchased by the Alliance.
5. The Board may make changes in the Scope of Coverage, the amount of risk sharing protection or risk sharing retention by the Alliance upon consideration of the needs and requirements of Members, loss experience, and/or the kind and amounts of reinsurance or other excess coverage available. Where the Board takes such action, immediate notice after taking of such action shall be sent to all Members or their representatives.

ARTICLE XI – TERMINATION

The Alliance shall terminate at such time as two-thirds (2/3) of the municipal and county Members vote for such termination. After a vote to terminate, the Board shall commence with the orderly liquidation of the Alliance's business and shall complete the same as promptly as possible. During such period of liquidation the Alliance shall continue to pay claims and losses incurred within the Scope of Coverage and pursuant to the Risk Sharing Certificate until all funds of the Alliance are exhausted. After payment of all claims and losses, any remaining funds held by the Alliance shall be paid to all Members of the Alliance at the time of the vote of termination, on a pro rata basis determined by the Board.

To the extent of the existence of funds in the Operating Fund, no Member shall be responsible for any claim, claims, judgment or judgments against any other Member or Members. If upon termination of the Alliance the remaining assets of the Alliance are insufficient to satisfy indebtedness of the Alliance (excluding claims or judgments against the Members), such deficiency shall be made up by assessments against Members of the Alliance on a pro rata basis determined by the Board

ARTICLE XII – MISCELLANEOUS PROVISIONS

1. The provisions of this Agreement shall be interpreted pursuant to the laws of the State of South Dakota.
2. The parties hereto consent that courts in the State of South Dakota shall have jurisdiction over any dispute arising under this Agreement. The terms of this Agreement may be enforced in a court of law in the State of South Dakota either by the Alliance or by any Member.
3. The consideration for the obligations imposed upon Members pursuant to and under this Agreement shall be based upon the mutual promises and agreements of all Members who now execute or who hereinafter execute this Agreement.
4. This Agreement may be executed in duplicate originals or counterparts now or at any time in the future. The individual executing this Agreement on behalf of the participating Member hereby represents and certifies that he/she is duly empowered to so execute this document.
5. No waiver of any breach of this Agreement or any provisions herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any of the other provisions herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligations or acts.
6. This Agreement shall be binding and shall inure to the benefit of all Members who shall have executed this Agreement and complied with the financial requirements hereunder and provided that the Members shall have been duly approved in accordance with the terms and provisions of this Agreement.
7. The provisions of this Agreement shall be deemed severable and if any provision or part thereof is held illegal, void or invalid under applicable law, such provision or part may be changed to the extent reasonably necessary to make the provision or part, as so changed, legal, valid or binding. If any provision of this Agreement is held illegal, void or invalid in its entirety, the remaining provisions of this Agreement shall not in any way be affected or impaired but shall remain binding in accordance with their terms and this Agreement shall be so interpreted.
8. This Agreement and the Risk Sharing Certificate contain the complete Agreement between the parties and no representations or oral statements made or heretofore given shall constitute a part of this Agreement. In the event that any provision of this Agreement is in conflict with or is incompatible with such, the terms and conditions of this Agreement shall prevail and take precedence.
9. This Agreement may be altered or amended only by amendments duly adopted in accordance with the terms and conditions of this Agreement; provided, however, that the Risk Sharing Certificate may be amended from time to time to reflect the exposures of each Member and such changes shall be exempted from the preceding terms of this paragraph.
10. The caption headings used in this Agreement are used merely for identification purposes and shall not be deemed a part of this Agreement.
11. Whenever in this Agreement words, including pronouns, are used in the singular or plural, or masculine or feminine, they may be read and construed in the plural or singular, or feminine or masculine, respectively, wherever they so apply.
12. This Agreement may be amended by the Board with the approval of two-thirds (2/3) of the members of the Board. All Members agree to properly execute and adopt amendments so approved. The payment of the Member's

Contribution to the SDPAA for the upcoming year shall be deemed consent of that Member to the terms and conditions of this Agreement and any Amendments thereto.

- 13. The Board may, with the approval of two-thirds (2/3) of the members of the Board, elect to reform or reconstitute the Alliance to a stock, mutual, or reciprocal insurance company operating as a captive, Risk Retention Group, or other risk sharing entity.
- 14. The Alliance shall maintain a fiscal year ending December 31.

ARTICLE XIII – AGENT AND OFFICE

The agent of the Alliance for service of notice shall be the Administrator, South Dakota Public Assurance Alliance, 208 Island Drive, Ft. Pierre, SD 57532.

ARTICLE XIV – NOTICE

All notices required to be given under this Agreement pursuant to Article IX shall be in writing and sent by certified mail, return receipt requested, with postage prepaid. Notices by a Member to the Alliance under Article IX shall be sent to the address in Article XIII to the attention of the Administrator. Notices to any Member under Article IX shall be sent to the representative of the Member at the Member’s last known address.

Notices to be given under this Agreement pursuant to Article X, 5. shall be sent to all Members or their representatives following Board action at their last known address or their last known electronic address.

In the event that any party to this Agreement desires to change its address, notice of change of address shall be sent to the other party in accordance with the terms and provisions in this Article.

In Witness whereof, this Agreement was executed on the _____ day of _____, in the year _____, by the undersigned duly authorized officer of the Governmental Authority indicated below:

GOVERNMENTAL AUTHORITY

SOUTH DAKOTA PUBLIC ASSURANCE ALLIANCE

Name of Entity: _____



By: _____

By: _____

PRINT NAME: _____

TITLE: Executive Director
ADMINISTRATOR ON BEHALF OF ALL OTHER
CURRENT AND FUTURE SIGNATORIES

TITLE: _____

Prepared By:
Candi Rawdon Thomson
Thomson Law, PC
PO Box 145
Sturgis, SD 57785
(605) 347-2551

QUIT CLAIM DEED

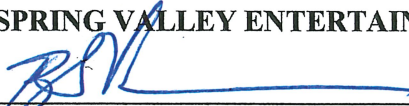
SPRING VALLEY ENTERTAINMENT, L.L.C., a South Dakota limited liability company, Grantor, of 517 7th Street, Rapid City, South Dakota 57701, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, conveys and quitclaims to the **City of Summerset**, a South Dakota Municipality, Grantee, of 7055 Leisure Lane, Summerset, South Dakota 57718, all interest, including after-acquired title, in the following-described real estate located in Meade County, South Dakota:

Drainage Lot 1 in Block 1 of Summerset USA, City of Summerset, Meade County, South Dakota, as shown on the plat filed in Plat Book 27 on Page 220, together with all improvements and appurtenances thereon and subject to easements, rights-of-way, restrictions, reservations, declarations and covenants of record.

EXEMPT FROM STATE TRANSFER FEE UNDER SDCL 43-4-22(2)

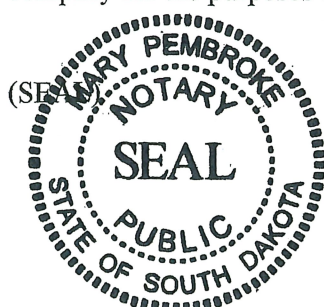
Dated this 13 day of December, 2021.

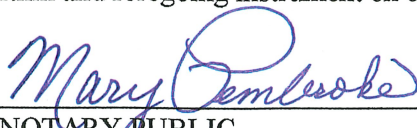
SPRING VALLEY ENTERTAINMENT, L.L.C.


Bryan Vulcan – Manager

STATE OF SOUTH DAKOTA)
) SS.
COUNTY OF MEADE)

On this 13 day of December, 2021, before me, the undersigned officer, personally appeared Bryan Vulcan, whose identity is personally known to me or satisfactorily proven to me and who acknowledged himself to be a manager of **SPRING VALLEY ENTERTAINMENT, L.L.C.**, and he as a manager being authorized so to do, executed the within and foregoing instrument on behalf of the company for the purposes therein contained.




NOTARY PUBLIC
My Commission Expires: 09-17-2026

| COURTHOUSE USE ONLY | |
|---------------------|------------|
| BOOK PAGE | RATIO CARD |
| | |

**CERTIFICATE OF REAL ESTATE VALUE
SDCL 7-9-7 ARSD 64:04:01:06.01**

Certificate of Real Estate Value form must be filed with any deed or contract for deed dated after July 1, 1988 used in the purchase, exchange, transfer or assignment of interest in real property.

- This form is required for all deeds (warranty deed, quit claim deed, grantor's deed, sheriff's deed, trustee's deed, mineral deed and similar instruments). It is also required for a contract for deed, a memorandum of a contract for deed, addenda to contract for deed, and notice of contract for deed. **NOT NEEDED FOR:** Divorce Decree, Probate Decree, Easement, Transfer on Death Deed, or instruments to the State of South Dakota conveying highway right-of-way (SDCL 7-9-7.3)
- **The buyer/grantee must use a mailing address. It will be used for tax notices.**
- **The box labeled Owner Occupied is important!** - Applies to sales, gifts, estate distributions, and any other transfer to a person (the grantee) who will occupy the property as a principal residence. It will allow the grantee, if eligible, to maintain the classification of owner-occupied on the property and receive the lower property tax rate for the property. If the box is completed, **it must be completed by and contain the grantee signature only.** In the event of multiple grantees, only one grantee should sign. This box cannot be signed by an agent of the grantee.

APPLICANT INFORMATION * Designates required fields

| | | | | |
|---|----------------------|-------------------------------|---|--|
| SELLER(S)/GRANTOR(S) * SPRING VALLEY ENTERTAINMENT, L.L.C. | | PHONE NUMBER* 605-431-8852 | EMAIL <i>brayan.vulcan@fourfrontdesign.com</i> | |
| MAILING ADDRESS * 517 7 th Street | CITY * Rapid City | STATE * SD | ZIP CODE* 57701 | |
| BUYER(S)/GRANTEE(S)* The City of Summerset | | PHONE NUMBER* 605-718-2189 | EMAIL | |
| MAILING ADDRESS * 7055 Leisure Lane | CITY * Summerset | STATE * SD | ZIP CODE* 57718 | |
| NEW MAILING ADDRESS (if changed) | CITY | STATE | ZIP CODE | |
| LEGAL DESCRIPTION * (copy description from document you are recording or attach an exhibit with the legal description) | | | | |
| Drainage Lot 1 in Block 1 of Summerset USA, City of Summerset, Meade County, South Dakota, as shown on the plat filed in Plat Book 27 on Page 220 | | | | |

INSTRUMENT INFORMATION (document being recorded) * **This section is required in full**

| | | | | |
|--|---------------------|-------------------|---------------------|-----------------|
| DATE OF INSTRUMENT <i>13 Dec. 2021</i> | TYPE OF INSTRUMENT: | CONTRACT FOR DEED | QUIT CLAIM DEED (X) | EXECUTOR'S DEED |
| DATE | | WARRANTY DEED | MINERAL DEED | TRUSTEE'S DEED |
| OTHER - SPECIFY: | | | | |
| DOES THE INSTRUMENT CHANGE WHO IS RESPONSIBLE FOR PAYMENT OF REAL ESTATE TAXES? YES (X) NO () | | | | |

| | |
|---|---|
| <ul style="list-style-type: none"> • WAS THIS PROPERTY OFFERED FOR SALE TO THE GENERAL PUBLIC? YES <input checked="" type="checkbox"/> NO () • RELATIONSHIP BETWEEN GRANTEE AND GRANTOR NO <input checked="" type="checkbox"/> YES () STATE RELATIONSHIP: • WAS THIS PROPERTY SOLD BY: OWNER () AGENT (X) | <ul style="list-style-type: none"> • ACTUAL CONSIDERATION EXCHANGED \$exempt 43-4-22(2) • ADJUSTED PRICE PAID FOR REAL ESTATE \$ (actual consideration less amount paid for major items of personal property as listed below) |
|---|---|

List any major items of personal property and their value which were included in the total purchase price. (i.e., furniture, inventory, crops, leases, franchises):

IF TRANSACTION WAS A SALE, WAS THE SELLER PAID IN FULL BY OR AT THE TIME OF THE SALE? YES NO ()

- IF NO, HOW WILL THE SELLER BE PAID THE UNPAID BALANCE?
DOWN PAYMENT: \$

| | | | |
|------------------|---|------------------|------------------------------|
| INTEREST RATE: % | PAYMENT FREQUENCY: MONTHLY () YEARLY () | NO. OF PAYMENTS: | BALLOON PAYMENT (if any): \$ |
|------------------|---|------------------|------------------------------|

BY SIGNING THIS DOCUMENT, I CERTIFY THAT I AM AUTHORIZED TO SIGN AND THAT THE ABOVE INFORMATION IS TRUE AND CORRECT

| | | |
|---|---------------------------------|------------------------------|
| SIGNATURE (Seller, Buyer, or Agent) *  | TITLE <i>Managing Member</i> | DATE * <i>13 Dec 2021</i> |
|---|---------------------------------|------------------------------|

OWNER-OCCUPIED (this box to be completed by one Grantee only)

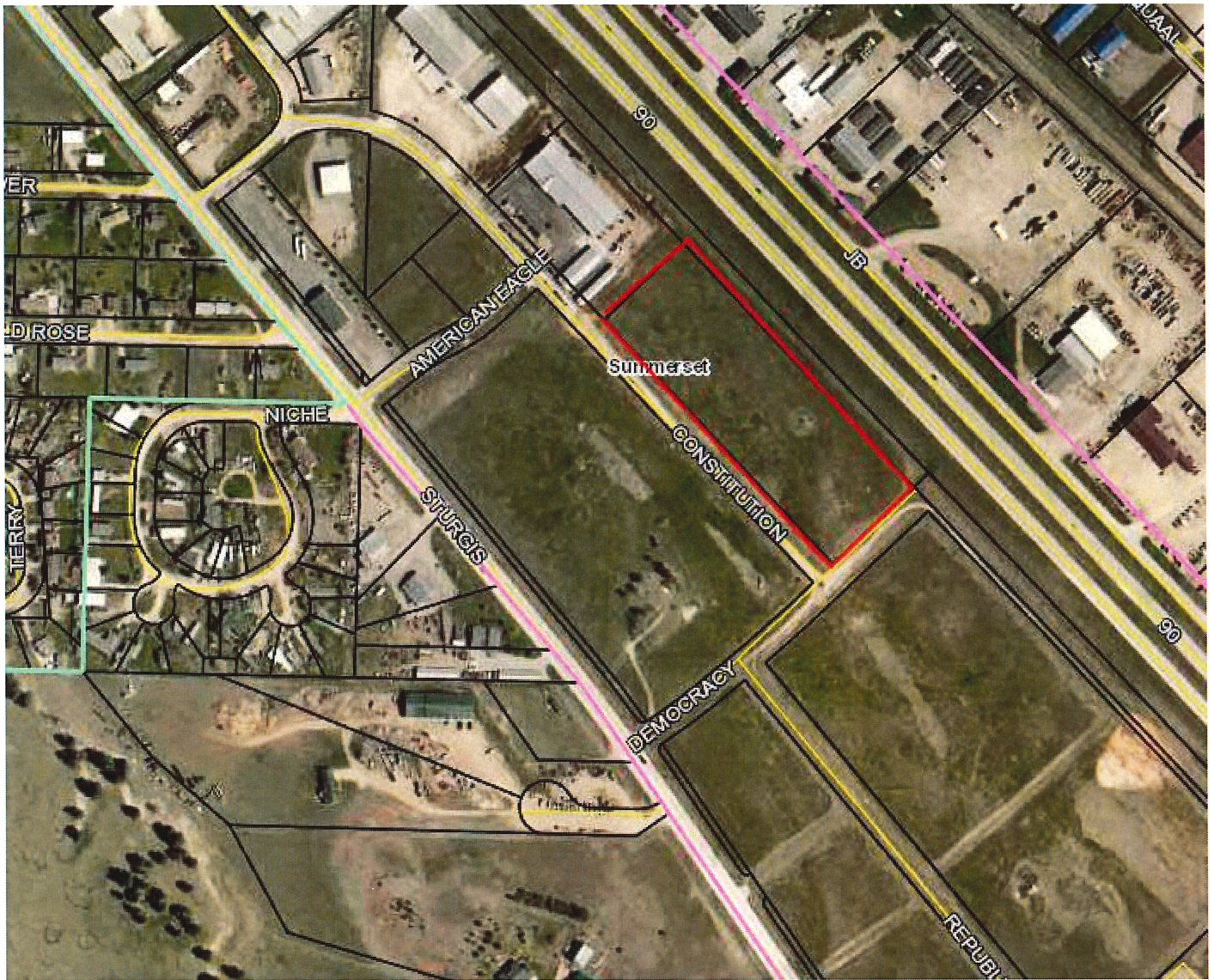
| | | |
|---|------------|--|
| PROPERTY IS CURRENTLY CLASSIFIED AS OWNER-OCCUPIED YES () NO <input checked="" type="checkbox"/> | COUNTY | <p>These items are important to complete for property to continue to be classified as owner occupied for a lower property tax rate.</p> |
| I WILL OCCUPY THIS PROPERTY ON: | | |
| PROPERTY WILL BE MY PRINCIPAL RESIDENCE ON THE ABOVE STATED DATE YES () NO () | | |
| I OWN ANOTHER RESIDENTIAL PROPERTY IN THE UNITED STATES YES () NO () IF YES - | CITY STATE | |
| GRANTEE SIGNATURE | DATE | |

DIRECTOR OF EQUALIZATION OFFICE USE ONLY FOR OWNER OCCUPIED SECTION

GRANTEE OF PROPERTY NAME: _____

THE REQUEST FOR PROPERTY TO BE CLASSIFIED AS OWNER OCCUPIED IS:
APPROVED () DENIED () ACKNOWLEDGE RECEIPT: Your request will be reviewed _____

| | |
|---|------|
| REASON FOR DENIAL | |
| DIRECTOR OF EQUALIZATION OFFICE SIGNATURE | DATE |



COUNTY TREASURER'S CERTIFICATE

I, Treasurer of Meigs County, South Dakota, do hereby certify that all taxes which are due upon the land described herein, on claim by the owner of record of my office, are duly paid.

Dated this 14th day of November, 2021.
 Meigs County Treasurer

CERTIFICATE OF CITY FINANCE OFFICER

I, Finance Officer of the City of Summit, South Dakota, do hereby certify that the amount of taxes on claim by the owner of record of my office, are duly paid according to the records of my office.

Dated this 14th day of November, 2021.
 Finance Officer of the City of Summit

CERTIFICATE OF CITY FINANCE OFFICER

I, Finance Officer of the City of Summit, do hereby certify that all taxes which are due upon the land described herein, on claim by the owner of record of my office, are duly paid according to the records of my office.

Dated this 14th day of November, 2021.
 Finance Officer of the City of Summit

CERTIFICATE OF PLANNING COMMISSION

The City of Summit Planning and Zoning Commission certifies that it has reviewed the plat and survey instruments proposed to the City Commission of the City of Summit, South Dakota.

Dated this 14th day of November, 2021.
 Planning Commission Member

RESOLUTION OF CITY COMMISSION

Whereas there has been presented to the City Commission of the City of Summit, South Dakota, a plat and survey instrument to be recorded therein, and it appears to the Council of Commissioners that:

- The portion of streets set forth herein conforms to the system of streets of the existing plat of the City, and
- All portions of the City Subdivision Regulations have been complied with and special assessments upon the tract or subdivision have been fully paid.

That the plat and survey herein have been executed according to law.

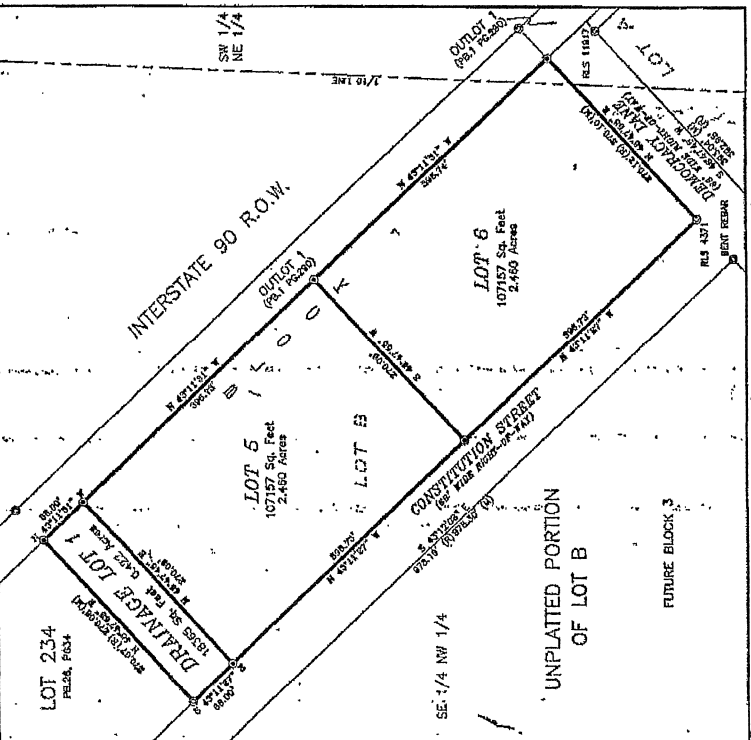
NOW THEREFORE BE IT RESOLVED that said plat is hereby approved in all respects.

Dated at Summit, South Dakota
 this 14th day of November, 2021.
 Mayor of the City of Summit

PREPARED BY: BASELINE SURVEYING, INCORPORATED
 2303 JUNCTION AVENUE, STURGIS, S.D. 57795

Plat of

Lot 5, Lot 6, & Drainage Lot 1 in Block 1 of Summerset USA. Forming a portion of Lot B of the S 1/4 NW 1/4, and a portion of Lot 4 of the NE 1/4. All located in the SE 1/4 of the NE 1/4 of Section 25, Township 3 North, Range 6 East, Black Hills Meridian, Meigs County, South Dakota.



CERTIFICATE OF DIRECTOR OF EQUALIZATION

I, Director of Equalization of Meigs County, South Dakota, do hereby certify that I have on record in my office a copy of the proposed plat and survey instrument.

Dated this 14th day of November, 2021.
 Meigs County Director of Equalization

APPROVAL BY HIGHWAY OR STREET AUTHORITY

The location of the proposed access to the highway or street as shown on this plat and survey instrument has been approved by the Highway or Street Authority.

Dated this 14th day of November, 2021.
 City of Summit Authority of Street Authority

SURVEYOR'S CERTIFICATE

I, Sharon E. Voshell, 2308 Junction Avenue, Sturgis, SD, being a Registered Land Surveyor in the State of South Dakota, do hereby certify that at the request of the Owners listed herein, I have surveyed the land described herein, and that the plat is correct to the best of my knowledge, information, and belief, and that the same is in accordance with the laws of the State of South Dakota.



IN WITNESS WHEREOF
 I hereunto set my hand and seal
 this 14th day of November, 2021.
 Sharon E. Voshell
 Registered Land Surveyor No. 7715

OWNER'S CERTIFICATE

We, Bryan Wilson, Esquire, U.S. Born, Meigs County, South Dakota, do hereby certify that we are the owners of the land shown and described herein, and that we did authorize and do join in and consent to the survey and plat of the land shown and described herein, and that we do hereby certify that the plat is correct to the best of our knowledge, information, and belief, and that the same is in accordance with the laws of the State of South Dakota.

IN WITNESS WHEREOF
 We hereunto set our hands this 14th day of November, 2021.
 Bryan Wilson, Esquire
 Registered Land Surveyor Member

ACKNOWLEDGEMENT OF OWNERS

I, Bryan Wilson, Esquire, U.S. Born, Meigs County, South Dakota, do hereby certify that we are the owners of the land shown and described herein, and that we did authorize and do join in and consent to the survey and plat of the land shown and described herein, and that we do hereby certify that the plat is correct to the best of our knowledge, information, and belief, and that the same is in accordance with the laws of the State of South Dakota.

STATE OF SOUTH DAKOTA
 COUNTY OF MEIGS

On this 14th day of November, 2021, before me, the undersigned officer, personally appeared Bryan Wilson, Esquire, a Registered Land Surveyor in the State of South Dakota, and he acknowledged to me that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and seal of my office, this 14th day of November, 2021.
 Notary Public

OFFICE OF REGISTER OF DEEDS

REGISTERED INSTRUMENT NUMBER
 DEED 21082777 Registered for \$40.00
 MEIGS COUNTY REGISTER OF DEEDS
 RECEIVED 11/18/2021 11:43 AM

Meigs County Register of Deeds
 EMAIL: baseline7715@gmail.com JOB NUMBER: 21-280
 PHONE: 605-490-1491

Lisa Schieffer

From: Brenda Ogrady
Sent: Tuesday, January 4, 2022 2:50 PM
To: Lisa Schieffer
Subject: Summerset PD Inventory

| Item | Serial Number | Status |
|------------------------------|---------------|-------------|
| Tablet: Fujitsu | R6Z03239 | Not working |
| Tablet: Fujitsu | R6Z03236 | Working |
| Tablet: Fujitsu | R6Z03010 | Working |
| Tablet: Fujitsu | R9605005 | Working |
| Keyboard: Stylistic | R7303874 | Working |
| Keyboard: Stylistic | R9600052 | Working |
| Charger Port/Dock: Stylistic | R6Z00347 | Not Working |
| Charger Port/Dock: Stylistic | R6Z00346 | Not Working |
| Charger Port/Dock: Stylistic | R6Z00351 | Working |
| Charger Port/Dock: Stylistic | CP500638-01 | Working |

Brenda O'Grady