SUMMERSET CITY COMMISSION REGULAR MEETING SUMMERSET MUNICIPAL BUILDING 7055 LEISURE LANE THURSDAY, FEBRUARY 1st, 2024 6:00 P.M.

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

Mayor Torno led in the Pledge of Allegiance.

Commissioner Butler gave the invocation.

Motion by Hirsch, second by Butler, to approve the agenda for the regular meeting of the Summerset City Commission for February 1st, 2024. Motion carried.

CONSENT CALENDAR

Motion by White, second by Butler, to approve the minutes of the regular meeting of January 18th, 2024, as presented or amended. (AMEND MINUTES – to reflect item #16 Resolution 2024-04 was amended with correct legal description). Motion carried.

APPROVAL OF CLAIMS

Motion by White, second by Hirsch, to approve the claims and hand checks in the amount of \$78,056.15 from January 18th, 2024, through January 31st, 2024, as presented or amended. Motion carried.

Cardmember Services	650.00
Cardmember Services	8,668.87
A&B Business Solutions	428.28
AFLAC Remittance Processing	96.72
Ambrose, Jonathan	50.00
Anglin, Mitch	50.00
Applied Concepts, Inc	437.50
Axon Enterprise, Inc.	12,453.60
Baumeister, Stephany	50.00
Birgen, Nicholin	50.00
Butler, Dave	50.00
Clarity Telecom	1,126.41
Child Support Payment Center	517.00
Davis, Owen	50.00
Delta Dental	990.60
Golden West Technologies	90.00
Health Pool of SD	15,818.65
Hermanson Egge Engineering, Inc.	110.00
Hirsch, Clyde	50.00
I&S Group, Inc.	3,350.00
Kayl, Anthony	50.00
Kitzmiller, Michael	50.00
MDU	1,592.29
Meade County Register of Deeds	90.00
Rapid Rooter	265,00
SDRS	10,855.80
SDRS Supplemental	575.00
Schieffer, Lisa	50.00
Smith, Jeff	50.00
Torno, Melanie	50.00

City Administrator Lisa Schieffer gave a brief overview regarding the voluntary annexation and that this is being run through with the final plat per ordinance.

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

Motion by White, second by Kitzmiller, to approve the voluntary annexation of platted property of Thomas & Joseph Norman, as recommended by the Planning & Zoning Board. Motion carried.

FEMA UPDATE HAZARD MITIGATION

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

Mayor Torno gave an overview, City Attorney Mike Wheeler will be looking at our ordinance.

Motion by White, second by Hirsch, to close discussion with no action taken. Motion carried.

APPLICATION AND CERTIFICATE FOR PAYMENT #11 - WWTP EXPANSION

Motion by Butler, second by White, to approve payment #11 for the Wastewater Treatment Plant expansion project. Motion carried.

CITIZENS INPUT

None

UPCOMING EVENTS:

City Offices will be closed Monday February 19th, 2024, in observance of President's Day.

ITEMS FROM CITY ATTORNEY

Motion by Hirsch, second by Butler, to enter executive session at 6:43 p.m. per SDCL 1-25-2 for discussing legal, economic development, and personnel issues. Motion carried.

Motion by Hirsch, second by Butler, to go out of executive session at 7:15 p.m. Motion carried.

ADJOURNMENT

Motion by White, second by Kitzmiller, to adjourn at 7:15 p.m. Motion carried.

(SEAL)	
ATTEST:	
Stephany Baumeister	Melanie Torno
Finance Officer	Mayor
Published once, 2024 at a cost of \$	·



City of Summerset, SD

Payable Register

Payable Detail by Vendor Name Packet: APPKT00047 - 02.15.2024 Invoices

Payable # Payable Description	Payable		Post Date Code	Payable Date	Due Date	Discount Date On Hold	Amount	Tax	Shipping	Discount	Total
Vendor: 1414 - American Le	gal								Vendo	r Total:	525.00
31323 Internet Renewal 02/25/2024-02	Invoice /02/2025	BANI	2/15/2024 KW - BANK WE	2/15/2024 ST	2/15/2024	2/15/2024 No	525.00	0.00	0.00	0.00	525.00
Item Description Internet Renewal 02/25/2024-	02/02/20	Commo	odity	Uni 0.0			Tax Shippii 0.00 0.0	. 500	iscount 0.00	Total 525.00	
Account Number 101-4652-42200	Account Prof Fee	Name s Expens	e	Project A	ccount Key	Amount 525.00	Percent 100.00%				
Vendor: 0617 - Aqua-Aerobi	c systems								Vendo	r Total:	1,364.84
1040586 Limit switch explosion proof	Invoice	BANI	2/15/2024 KW - BANK WE	2/15/2024 ST	2/15/2024	2/15/2024 No	1,364.84	0.00	0.00	0.00	1,364.84
Items Item Description Limit switch explosion proof Distributions		Commo	odity	Uni 0.0			Tax Shippii 0.00 0.0		iscount 0.00	Total 1,364.84	
Account Number 604-4000-42500	Account Repair/N		ense	Project A	ccount Key	Amount 1,364.84	Percent 100.00%				
Vendor: 0181 - BH COUNCIL	OF LOCAL	. GOVER	RNMENT						Vendo	r Total:	1,550.00
625 2024 Assessment Dues Items	Invoice	BAN	2/15/2024 KW - BANK WE	2/15/2024 ST	2/15/2024	2/15/2024 No	1,550.00	0.00	0.00	0.00	1,550.00
Item Description 2024 Asessment Dues Distributions		Commo	odity	Uni 0.0			Tax Shippii 0.00 0.0		iscount 0.00	Total 1,550.00	
Account Number 101-4652-42201	Account Dues/Su		ns	Project A	ccount Key	Amount 1,550.00	Percent 100.00%				
Vendor: 0021 - Black Hawk \	Vater Use	rs Distri	<u>ct</u>	1					Vendo	r Total:	61.30
2024-02 Monthly Usage - 7055 Leisure Lar	Invoice ne	BANK	2/15/2024 KW - BANK WE	2/15/2024 ST	2/15/2024	2/15/2024 No	61.30	0.00	0.00	0.00	61.30
Items Item Description Monthly Usage - 7055 Leisure L Distributions	ane	Commo	odity	Uni :		Amount 61.30	Tax Shippir		0.00	Total 61.30	
Account Number 101-4192-42800	Account Utility Ex			Project A	ccount Key	Amount 61.30	Percent 100.00%				
Vendor: 1665 - Cardmember	Services								Vendo	r Total:	970.27
2024-01 PD PD Vehicle Jan 2024 cc statement Items	Invoice	BANK	2/15/2024 KEFT - BANK W	2/15/2024 EST EFT	2/15/2024	2/15/2024 No Payment	970.27 Date: 2/15/2024	0.00	0.00 Bank D	0.00 Praft:	970.27 DFT0000107
Item Description PD Vehicle cc statement Distributions		Commo	odity	Uni :		Amount 970.27	Tax Shippir 0.00 0.0	200	0.00	Total 970.27	
Account Number 101-4210-42611 101-4210-42500	Account Fuel Expe Repair/N	ense	ense	Project A	ccount Key	Amount 85.97 884.30	Percent 8.86% 91.14%				

Payable # Payable Description	Payable Type Po Bank Co		Date Due Date	Disco On Hold	ount Date	Amoun		APPKT00047 ax Shipping		Tota
Vendor: 1504 - CBH CO-OP								Vendo	r Total:	3,638.37
<u>424853</u> Gov't Fuel		/15/2024 2/15/202 - BANK WEST	4 2/15/202	4 2/15 No	5/2024	1,444.6	0.0	0.00	0.00	1,444.60
Items										
Item Description Gov't Fuel Distributions	Commodit NA	у	0.00 0.0		44.60	Tax S 0.00	hipping 0.00	0.00	Total 1,444.60	
Account Number 101-4210-42611 101-4320-42611	Account Name Fuel Expense Fuel Expense	Proje	ect Account Key		Amount 718.22 726.38	Perce 49.72 50.28	2%			
<u>424917</u> Gov't Fuel	Invoice 2/	/15/2024 2/15/202 - BANK WEST	4 2/15/202	4 2/15 No	5/2024	1,655.3		0.00	0.00	1,655.31
Items										
Item Description Gov't Fuel Distributions	Commodit NA	у	0.00 Pri		nount 55.31	Tax S 0.00	hipping 0.00	Discount 0.00	Total 1,655.31	
Account Number 101-4210-42611 101-4320-42611	Account Name Fuel Expense Fuel Expense	Proje	ect Account Key		Amount 769.54 885.77	Perce 46.49 53.51	9%			
<u>424963</u> Gov't Fuel	Market Company Comment	/15/2024 2/15/202 - BANK WEST	4 2/15/202	4 2/15 No	6/2024	538.4	6 0.0	0.00	0.00	538.46
Items										
Item Description Gov't Fuel Distributions	Commodit NA	у	0.00 Prid		ount 38.46	Tax S 0.00	0.00	Discount 0.00	Total 538.46	
Account Number 101-4210-42611	Account Name Fuel Expense	Proje	ect Account Key		Amount 538.46	Perce 100.00				
Vendor: 0036 - City of Rapid	City							Vendo	r Total:	4,622.94
2402001 Solid Waste Disposal	Invoice 2/	/15/2024 2/15/202 - BANK WEST	4 2/15/202	4 2/15 No	/2024	4,622.94	4 0.0		0.00	4,622.94
Items Item Description Solid Waste Disposal Distributions	Commodit NA	у	Units Pric 0.00 0.0		nount 22.94	Tax S	hipping 0.00	Discount 0.00	Total 4,622.94	
Account Number 101-4320-43230	Account Name Solid Waste Collectio		ct Account Key		Amount 4,622.94	Percei				
Vendor: 1093 - Dakota Pump	o, Inc							Vendo	r Total:	4,100.95
17829 Cloud 9 Defferred Rev Contract 20 Items		15/2024 2/15/2024 - BANK WEST	4 2/15/202	4 2/15, No	/2024	4,100.95	5 0.0	0.00	0.00	4,100.95
Item Description Cloud 9 Defferred Rev Contract Distributions	Commodite 2024 NA	у	Units Pric		ount 00.95	Tax Si 0.00	hipping 0.00	Discount 0.00	Total 4,100.95	
Account Number 604-4000-42201	Account Name Dues/Subscriptions	Proje	ct Account Key		Amount 4,100.95	Percei 100.00				
Vendor: <u>0765 - Demerssema</u>	n Jensen Tellinghuise	en & Huffman, LLP						Vendo	r Total:	3,242.50
37873 Professional Services	Invoice 2/	15/2024 2/15/2024	4 2/15/202	4 2/15, No	/2024	3,242.50	0.0		0.00	3,242.50

No

Professional Services

BANKW - BANK WEST

Payable Register	Payable Type Post Date	Payable Date Duy	o Data	Dissount Data					024 Invoices
Payable Description Items	Bank Code	e Payable Date Due		Discount Date On Hold	Amount	iax	Snipping	Discount	Total
Item Description Professional Services Distributions	Commodity NA	Units 0.00	Price 0.00	Amount 3,242.50		ping D 0.00	iscount 0.00	Total 3,242.50	
Account Number 101-4141-42200	Account Name Prof Fees Expense	Project Accoun	nt Key	Amount 3,242.50	Percent 100.00%				
Vendor: 1125 - First Nationa	l Trust & Investment Manag	ement Services					Vendo	or Total:	24,975.77
2024-01 Loan Payment & P&I Items	Invoice 2/15/202 BANKEFT - BAN		5/2024	2/15/2024 No Payment	24,975.77 Date: 2/15/20	0.00 024	0.00 Bank I		24,975.77 DFT0000108
Item Description Loan Payment & P&I Distributions	Commodity NA	Units 0.00	Price 0.00	Amount 24,975.77		oping D 0.00	0.00	Total 24,975.77	
Account Number 604-4700-47100 604-4700-47120	Account Name Swr SRF Principal Swr SRF Interest	Project Accou	nt Key	Amount 20,676.25 4,299.52	Percent 82.79% 17.21%				
Vendor: 0246 - Golden West	Technologies						Vendo	r Total:	3,808.50
421129 Microsoft 365 E-3/E-1 Subscription	Invoice 2/15/202 on License BANKW - BANK		5/2024	2/15/2024 No	559.00	0.00	0.00	0.00	559.00
Items Item Description Microsoft 365 E-3/E-1 Subscriptions	Commodity tion Lice NA	Units 0.00	Price 0.00	Amount 559.00		ping D 0.00	iscount 0.00	Total 559.00	
Account Number 101-4192-42201	Account Name Dues/Subscriptions	Project Accou	nt Key	Amount 559.00	Percent 100.00%				
421130 Comprehensice Managed Service	Invoice 2/15/202 s BANKW - BANK		5/2024	2/15/2024 No	3,249.50	0.00	0.00	0.00	3,249.50
Items Description	Commoditu	I to the	n.t.	*******	~ 011				
Item Description Comprehensice Managed Servi Distributions	Commodity ces NA	Units 0.00	O.00	Amount 3,249.50		oping D	0.00	Total 3,249.50	
Account Number 101-4192-42200	Account Name Prof Fees Expense	Project Accour	nt Key	Amount 3,249.50	Percent 100.00%				
Vendor: 1298 - GOSCMA Gre	eat Open Spaces City Manag	<u>gem</u>					Vendo	r Total:	150.00
0258 GOSCMA Memership for L. Schief	Invoice 2/15/202 fer BANKW - BANK	A DESCRIPTION OF THE PROPERTY	5/2024	2/15/2024 No	150.00	0.00	0.00	0.00	150.00
Items Item Description GOSCMA Memership for L. Schi	Commodity ieffer NA	Units 0.00	Price 0.00	Amount 150.00	Tax Ship	ping Di	scount 0.00	Total 150.00	
Distributions Account Number 101-4140-42201	Account Name Dues/Subscriptions	Project Accour	nt Key	Amount 150.00	Percent 100.00%				
Vendor: 1369 - Greenapsis							Vendo	r Total:	525.00
77 Gov't Blad Janitorial	Invoice 2/15/202 BANKW - BANK		5/2024	2/15/2024 No	525.00	0.00	0.00	0.00	525.00
Items Item Description	Commodity	Units	Price	Amount	Tax Ship	ping Di	scount	Total	
Gov't Blad Janitorial Distributions	NA	0.00	0.00	525.00	10000000000000000000000000000000000000	0.00	0.00	525.00	
Account Number 101-4192-42200	Account Name Prof Fees Expense	Project Accour	nt Key	Amount 525.00	Percent 100.00%				

Vendor: <u>0544 - Gunderson & Palmer LLP</u>

1,435.00

Vendor Total:

Packet: APPKT00047 - 02.15.20				Register
scount Date Amount Tax Shipping Discount	Discount Date On Hold	Date Due Date	ype Post Date Payable Dat Bank Code	# Payable Description
	2/15/2024 No	2/15/2024	2/15/2024 2/15/2024 BANKW - BANK WEST	Invoice
		Unite Drive	Commodity Ur	escription
The state of the s	Amount 1,435.00	0.00 Price	02000 - C.	ervices ibutions
Amount Percent 1,435.00 100.00%		ect Account Key	Name Project . Expense	ount Number Account 4141-42200 Prof Fee
Vendor Total:				1133 - HDR Engineering, Inc
15/2024 13,979.65 0.00 0.00 0.00	2/15/2024 No	2/15/2024	2/15/2024 2/15/2024 BANKW - BANK WEST	812 Invoice WWTP Expansion
Amount Tax Shipping Discount Total	Amount	Units Price	Commodity Ur	escription
	13,979.65	0.00 0.00		Expansion ibutions
Amount Percent 13,979.65 100.00%		ect Account Key	Name Project of Expense	Account Number Account 4000-42200 Prof Fee
4,052.50 0.00 0.00 0.00	2/15/2024 No	2/15/2024	2/15/2024 2/15/2024 BANKW - BANK WEST	815 Invoice Southside Sewer Prelim Study
			0	
11.00	Amount 4,052.50	0.00 Price		escription 2 Southside Sewer Prelim Study ibutions
Amount Percent 4,052.50 100.00%		ect Account Key	Name Project A Expense	unt Number Account 4000-42200 Prof Fee
		ect Account Key	Expense	
4,052.50 100.00% Vendor Total:			Expense	4000-42200 Prof Fee
4,052.50 100.00% Vendor Total:	4,052.50 2/15/2024		Expense <u>rvices, Inc.</u> 2/15/2024 2/15/2024	4000-42200 Prof Fee 1036 - Iron Outfitter Waste So 3024 Invoice
4,052.50 100.00% Vendor Total: 15/2024 30.72 0.00 0.00 0.00	4,052.50 2/15/2024 No Amount		Expense vices, Inc. 2/15/2024 2/15/2024 BANKW - BANK WEST Commodity Un	4000-42200 Prof Fee 1036 - Iron Outfitter Waste So 3024 Invoice
4,052.50 100.00% Vendor Total: 15/2024 30.72 0.00 0.00 0.00 Amount Tax Shipping Discount Total	4,052.50 2/15/2024 No Amount 30.72 Amount	4 2/15/2024 Units Price	Expense Tvices, Inc. 2/15/2024 2/15/2024 BANKW - BANK WEST Commodity NA 0. Name Project A	1036 - Iron Outfitter Waste So 3024 Invoice g Shredding escription ldg Shredding
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Vendor Total: Vendor Total: 15/2024 30.72 0.00 0.00 0.00 Amount 30.72 Tax 30.72 Shipping Discount 70.00 Total 30.72 Amount 30.72 Percent 30.72 Vendor Total: 15/2024 30.00 0.00 0.00 0.00	4,052.50 2/15/2024 No Amount 30.72 Amount 30.72 2/15/2024 No	4 2/15/2024 Units Price 0.00 0.00 ect Account Key 4 2/15/2024	Expense Tvices, Inc. 2/15/2024 2/15/2024 BANKW - BANK WEST Commodity Un NA 0. Name Project A Expense of Deeds 2/15/2024 2/15/2024 BANKW - BANK WEST	1036 - Iron Outfitter Waste So 2024 Invoice g Shredding escription Idg Shredding ibutions unt Number Account 4192-42200 Prof Fee 0664 - Meade County Register g Norman Invoice g Fee T. & J. Norman Annexation
Vendor Total: Vendor Total: 15/2024 30.72 0.00 0.00 0.00 Amount 30.72 Tax 30.72 Shipping Discount Total 30.72 Total 30.72 Amount 30.72 Percent 30.72 Vendor Total: 15/2024 30.00 0.00 0.00	4,052.50 2/15/2024 No Amount 30.72 Amount 30.72 2/15/2024 No Amount	4 2/15/2024 Units Price 0.00 0.00 ect Account Key	Expense Tvices, Inc. 2/15/2024 2/15/2024 BANKW - BANK WEST Commodity Un NA 0. Name Project A Expense of Deeds 2/15/2024 2/15/2024 BANKW - BANK WEST Commodity Un	1036 - Iron Outfitter Waste So 3024 Invoice g Shredding escription Idg Shredding ibutions unt Number Account 4192-42200 Prof Fee
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Vendor Total: 15/2024 30.72 0.00 0.00 0.00 0.00	2/15/2024 No Amount 30.72 Amount 30.72 2/15/2024 No Amount 30.00 Amount	4 2/15/2024 Units Price 0.00 0.00 ect Account Key 4 2/15/2024 Units Price 0.00 0.00 ect Account Key	Expense Tvices, Inc. 2/15/2024 2/15/2024 BANKW - BANK WEST Commodity NA O. Name Expense Of Deeds 2/15/2024 2/15/2024 BANKW - BANK WEST Commodity Un NA O. Alama Project A Alama	1036 - Iron Outfitter Waste Sologo Invoice g Shredding escription ldg Shredding ibutions unt Number Account 4192-42200 Prof Fee 0664 - Meade County Register g Norman Invoice g Fee T. & J. Norman Annexation escription ing Fee T. & J. Norman Annexatio ibutions unt Number Account
Vendor Total: 15/2024 30.72 0.00 0.00 0.00 0.00	2/15/2024 No Amount 30.72 Amount 30.72 2/15/2024 No Amount 30.00 Amount 30.00 2/15/2024	4 2/15/2024 Units Price 0.00 0.00 ect Account Key 4 2/15/2024 Units Price 0.00 0.00 ect Account Key	Expense 2/15/2024 2/15/2024 BANKW - BANK WEST Commodity Un NA 0. Name Project A Expense of Deeds 2/15/2024 2/15/2024 BANKW - BANK WEST Commodity Un NA 0. Jame Project A Exp	1036 - Iron Outfitter Waste Sologo Invoice g Shredding escription ldg Shredding ibutions unt Number Account 4192-42200 Prof Fee 0664 - Meade County Register g Norman Invoice g Fee T. & J. Norman Annexation escription ing Fee T. & J. Norman Annexation ibutions unt Number Account escription ing Fee T. & J. Norman Annexation ibutions unt Number Account 4652-42300 Publishir g Norman Ranch Invoice g Fee Norman Ranch Annexation
Vendor Total: 15/2024 30.72 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 30.72 0.00 0.00 0.00 30.72 0.00	2/15/2024 No Amount 30.72 Amount 30.72 2/15/2024 No Amount 30.00 Amount 30.00 2/15/2024 No Amount Amount 30.00	4 2/15/2024 Units Price 0.00 0.00 ect Account Key 4 2/15/2024 Units Price 0.00 0.00 ect Account Key	Expense Project A BANKW - BANK WEST Commodity Un NA 0. Name Project A Expense Of Deeds 2/15/2024 2/15/2024 BANKW - BANK WEST Commodity Un NA 0. Name Project A Exp 2/15/2024 2/15/2024 BANKW - BANK WEST Commodity Un NA 0. Name Project A Exp 2/15/2024 2/15/2024 BANKW - BANK WEST	1036 - Iron Outfitter Waste Sologo Invoice g Shredding escription ldg Shredding ibutions unt Number Account 4192-42200 Prof Fee 0664 - Meade County Register Norman Invoice g Fee T. & J. Norman Annexation escription ing Fee T. & J. Norman Annexatio ibutions unt Number Account Account Publishir

Vendor: 1110 - Mid-American Research Chemical

Vendor Total:

1,474.87

Payable Register							Packet: A	APPKT00047	- 02.15.20	24 Invoices
Payable #	Payable 1		Payable Date	Due Date	Discount Date	Amou	nt Ta	x Shipping	Discount	Tota
Payable Description	Involes	Bank Code	2/45/2024	2/45/2024	On Hold	4 474	07 00			2 22 2 2 2
<u>0810418-IN</u> Discharge Gran Lft & Gloves	Invoice	2/15/2024 BANKW - BANK WE	2/15/2024	2/15/2024	2/15/2024 No	1,474.8	87 0.0	0.00	0.00	1,474.87
Items		DAININ - DAININ WI	.51		140					
Item Description		Commodity	Uni	ts Price	Amount	Tax	Shipping	Discount	Total	
Discharge Gran Lft & Gloves		NA	0.0			0.00	0.00	0.00	Total 1,474.87	
Distributions			0.0	.0.00	2,474.07	0.00	0.00	0.00	1,474.07	
Account Number	Account	Name	Project A	ccount Key	Amount	Perc	ent			
604-4000-42500	Repair/M	laint Expense			1,474.87	100.0	00%			
Vendor: 1433 - Midcontinent	Commun	<u>lications</u>				8		Vendo	r Total:	178.52
16731730113843	Invoice	2/15/2024	2/15/2024	2/15/2024	2/15/2024	178.	52 0.0	0.00	0.00	178.52
WWTP Telephone 605.787.6851		BANKW - BANK WE	ST		No					
Items										
Item Description		Commodity	Uni	ts Price	Amount	Tax	Shipping	Discount	Total	
WWTP Telephone 605.787.6851 Distributions		NA	0.0	0.00	178.52	0.00	0.00	0.00	178.52	
Account Number	Account	Name	Project A	ccount Key	Amount	Perc	ent			
604-4000-42800	Utility Exp	pense	700.00000 -		178.52	100.0				
Vendor: 1157 - Midcontinent	Testing La	aboratories, Inc.						Vendo	r Total:	182.50
126205	Invoice	2/15/2024	2/15/2024	2/15/2024	2/15/2024	182.5	50 0.0	0.00	0.00	182.50
Jan 2024 Testing		BANKW - BANK WE	ST		No					
Items										
Item Description		Commodity	Uni	ts Price	Amount	Tax :	Shipping	Discount	Total	
Jan 2024 Testing Distributions		NA	0.0	0.00	182.50	0.00	0.00	0.00	182.50	
Account Number 604-4000-42620	Account I Tesing Ex		Project A	ccount Key	Amount 182.50	Perce 100.0				
Vendor: 1413 - Northern Truc	k Equipm	ent Corporation						Vendo	r Total:	1,860.00
RCI03602	Invoice	2/15/2024	2/15/2024	2/15/2024	2/15/2024	1,860.0	0.0	0.00	0.00	1,860.00
Extened Shaft PTO for Heil Garbage	e Truck	BANKW - BANK WE	ST		No					
Items Item Description		Commodity	Unit	ts Price	Amount	Tax 5	Shipping	Discount	Total	
Extened Shaft PTO for Heil Garba Distributions	ge Tru	NA	0.0			0.00	0.00	0.00	1,860.00	
Account Number 101-4320-43400	Account f Equip Exp		Project A	ccount Key	Amount 1,860.00	Perce 100.0				
Vendor: 1826 - On-Site First A	id & Safet	ty						Vendo	· Total:	90.95
<u>3574</u>	Invoice	2/15/2024	2/15/2024	2/15/2024	2/15/2024	90.9	95 0.0	0.00	0.00	90.95
FO First Aid Refill		BANKW - BANK WE	ST		No					
Items										
Item Description FO First Aid Refill		Commodity NA	Unit 0.0		Amount 90.95	Tax 5	Shipping 0.00	Discount 0.00	Total 90.95	
Distributions										
Account Number 101-4140-42600	Account N Supply/M	Name laterial Exp	Project Ad	count Key	Amount 90.95	Perce 100.00				
Vendor: 0008 - Rapid City Jour	<u>rnal</u>							Vendor	Total:	987.50
62979	Invoice	2/15/2024	2/15/2024	2/15/2024	2/15/2024	36.5	66 0.00	0.00	0.00	36.56
Resolution 2023-17 P&Z		BANKW - BANK WE			No					_ 0.00

Payable Register									Pa	cket:	APPI	KT00047	- 02.15.20	24 Invoices
Payable # Payable Description Items	Payable		Post Date Code	Payable D	ate	Due Date	Discount Date On Hold	e Am	ount				Discount	Total
Item Description Resolution 2023-17 P&Z Distributions		Commo	odity		Units 0.00			Tax 0.00		ping 0.00	Disc	0.00	Total 36.56	
Account Number 101-4652-42300	Account Publishi			Proje	ct Acc	count Key	Amoun 36.5		ercent 0.00%					
62985 Ordinance 202320 Items	Invoice	BANI	2/15/2024 KW - BANK WES	2/15/2024 T	1	2/15/2024	2/15/2024 No	1	32.99	0	.00	0.00	0.00	132.99
Item Description Ordinance 202320 Distributions		Commo	odity		Units 0.00			Тах 0.00		ping 0.00	Disc	0.00	Total 132.99	
Account Number <u>101-4140-42300</u>	Account Publishi			Proje	ct Acc	count Key	Amoun 132.9		ercent 0.00%					
63124 Hearing on petition to voluntary	Invoice annex of	. BANI	2/15/2024 KW - BANK WES	2/15/2024 T	1	2/15/2024	2/15/2024 No	;	24.56	0	.00	0.00	0.00	24.56
Items Item Description		Commo	odity		Units	. Price	Amount	Tax	Chie	nina	D!a	count	Tatal	
Hearing on petition to voluntar Distributions	ry annex	NA	Julty		0.00			0.00	Ship	0.00	DISC	0.00	Total 24.56	
Account Number 101-4110-42300	Account Publishir			Proje	ct Acc	count Key	Amoun 24.50		ercent 0.00%					
63125 Hearing on petition to annex of	Invoice unplatted	. BANK	2/15/2024 (W - BANK WES	2/15/2024 T	ı	2/15/2024	2/15/2024 No	:	26.28	0	.00	0.00	0.00	26.28
Items Item Description		Commo	ndity		Units	Price	Amount	Tax	Ship	ning	Dice	ount	Total	
Hearing on petition to annex o Distributions	f unplatt	NA			0.00		26.28	0.00		0.00	DISC	0.00	26.28	
Account Number 101-4110-42300	Account Publishir			Projec	ct Acc	count Key	Amoun 26.28		ercent 0.00%					
63127 12.27.2023 P&Z Minutes Items	Invoice	BANK	2/15/2024 (W - BANK WES	2/15/2024 Г		2/15/2024	2/15/2024 No	ŝ	33.13	0.	.00	0.00	0.00	33.13
Item Description 12.27.2023 P&Z Minutes Distributions		Commo	odity		Units 0.00		Amount 33.13	Tax 0.00	Shipp (ping 0.00	Disc	ount 0.00	Total 33.13	
Account Number 101-4652-42300	Account Publishin			Projec	t Acc	ount Key	Amount		ercent 0.00%					
63128 12.21.2024 Comm Mtg Min.	Invoice	BANK	2/15/2024 W - BANK WEST	2/15/2024 Г		2/15/2024	2/15/2024 No	g	90.82	0.	00	0.00	0.00	90.82
Item Description 12.21.2024 Comm Mtg Min. Distributions		Commo	dity	ļ	Units 0.00		Amount 90.82	Tax 0.00	Shipp	oing 0.00		ount 0.00	Total 90.82	
Account Number 101-4110-42300	Account Publishin			Projec	t Acc	ount Key	Amount 90.82		ercent 0.00%					
63129 12.11.2023 Special Mtg Min	Invoice	BANK	2/15/2024 W - BANK WEST	2/15/2024	1	2/15/2024	2/15/2024 No	5	7.12	0.	00	0.00	0.00	57.12
Items Item Description		Commo	ditv		Units	Price	Amount	Tax	Shipp	ning	Disc	ount	Total	
12.11.2023 Special Mtg Min Distributions		NA			0.00	0.00	57.12	0.00		0.00		0.00	57.12	
Account Number 101-4110-42300	Account Publishin			Projec	t Acc	ount Key	Amount		rcent					

101-4110-42300

Publishing Exp

100.00%

57.12

Payable Register				Packet: A	PPKT00047	- 02.15.202	1 Invoices
Payable # Payable Description	Payable Type Post Date Bank Code	Payable Date Due Date	Discount Date On Hold		x Shipping		Total
63175	Invoice 2/15/2024	2/15/2024 2/15/2024	2/15/2024	38.84 0.0	0.00	0.00	38.84
Notice of Vacancy	BANKW - BANK WEST	-,,	No	50.01	0.00	0.00	30.04
Items							
Item Description	Commodity	Units Price	Amount	Tax Shipping	Discount	Total	
Notice of Vacancy Distributions	NA	0.00 0.00	38.84	0.00 0.00	0.00	38.84	
Account Number	Account Name	Project Account Key	Amount	Percent			
101-4130-42300	Publishing Exp		38.84	100.00%			
63226 Resolution 2024-01 Comm.	Invoice 2/15/2024 BANKW - BANK WEST	2/15/2024 2/15/2024	2/15/2024 No	51.98 0.0	0.00	0.00	51.98
	BANKW - BANK WEST		NO				
Items Item Description	Commoditu	Halle Belev		- 41. 1			
Resolution 2024-01 Comm. Distributions	Commodity NA	Units Price 0.00 0.00		Tax Shipping 0.00 0.00	0.00	Total 51.98	
Account Number 101-4110-42300	Account Name Publishing Exp	Project Account Key	Amount 51.98	Percent 100.00%			
63366 01.04.2024 Comm Mtg Min	Invoice 2/15/2024 BANKW - BANK WEST	2/15/2024 2/15/2024	2/15/2024 No	230.19 0.0	0.00	0.00	230.19
Items							
Item Description	Commodity	Units Price	Amount	Tax Shipping	Discount	Total	
01.04.2024 Comm Mtg Min Distributions	NA	0.00 0.00	230.19	0.00 0.00	0.00	230.19	
Account Number 101-4110-42300	Account Name Publishing Exp	Project Account Key	Amount 230.19	Percent 100.00%			
63367 01.09.2024 P&Z minutes	Invoice 2/15/2024 BANKW - BANK WEST	2/15/2024 2/15/2024	2/15/2024 No	45.12 0.0	0.00	0.00	45.12
Items							
Item Description	Commodity	Units Price	Amount	Tax Shipping	Discount	Total	
01.09.2024 P&Z minutes Distributions	NA	0.00 0.00	45.12	0.00 0.00	0.00	45.12	
Account Number 101-4652-42300	Account Name Publishing Exp	Project Account Key	Amount 45.12	Percent 100.00%			
63458 Resolution 2024-02 P&Z	Invoice 2/15/2024 BANKW - BANK WEST	2/15/2024 2/15/2024	2/15/2024 No	45.12 0.0	0.00	0.00	45.12
Items							
Item Description Resolution 2024-02 P&Z	Commodity NA	Units Price 0.00 0.00	Amount 45.12	Tax Shipping 0.00 0.00	0.00	Total 45.12	
Distributions Account Number	Account Name	Project Account Key	Amount	Percent			
101-4652-42300	Publishing Exp		45.12	100.00%			
63459 01.18.2024 Comm Mtg Minutes	Invoice 2/15/2024 BANKW - BANK WEST	2/15/2024 2/15/2024	2/15/2024 No	138.23 0.00	0.00	0.00	138.23
Items							
Item Description 01.18.2024 Comm Mtg Minutes	Commodity NA	Units Price 0.00 0.00	Amount 138.23	Tax Shipping 0.00	Oiscount 0.00	Total 138.23	
Distributions Account Number	Account Name	Project Account Key	Amount	Percent			
101-4110-42300	Publishing Exp	•	138.23	100.00%			
63517 Resolution 2024-04 P&Z	Invoice 2/15/2024 : BANKW - BANK WEST	2/15/2024 2/15/2024	2/15/2024 No	36.56 0.00	0.00	0.00	36.56

Payable Register Payable #	Payable	Туре	Post Date	Payable Date	Due Date	Discount Date	Amou				17 - 02.15.20 g Discount	Tota
Payable Description		Bank	Code			On Hold				8.80		
Items Item Description		Commo	ditv	Un	its Price	Amount	Tax	Shipping	Die	scount	Total	
Resolution 2024-04 P&Z Distributions		NA			.00 0.00		0.00	0.00		0.00	36.56	
Account Number 101-4652-42300	Account Publishi			Project /	Account Key	Amount 36.56	Perce 100.0					
Vendor: 1291 - RCS Constru	ction Inc									Vend	lor Total:	287,244.82
#11 WWTP Pay Application #11	Invoice	BANK	2/15/2024 W - BANK WE	2/15/2024 ST	2/15/2024	2/15/2024 No	287,244.8	82	0.00	0.0	0.00	287,244.82
Items Item Description WWTP Pay Application #11		Commo	dity		nits Price		Tax :	Shipping 0.00		scount	Total	
Distributions		IVA		0.	0.00	207,244.02	0.00	0.00		0.00	287,244.82	
Account Number 502-4850-48500	Account Construc	: Name ction Costs	s	Project /	Account Key	Amount 287,244.82	Perce 100.0					
Vendor: 1962 - RCS Storage	LLC									Vend	lor Total:	1,000.00
Erosion Refund Refund - erosion control RCS Sto	Invoice rage	BANK	2/15/2024 W - BANK WES	2/15/2024 ST	2/15/2024	2/15/2024 No	1,000.0	00	0.00	0.0	0.00	1,000.00
Items		_			•							
Item Description Refund - erosion control RCS S Distributions	torage	NA	dity	Un 0.	its Price 00 0.00		Tax 5	Shipping 0.00	Dis	0.00	Total 1,000.00	
Account Number 101-0000-32060	Account Erosion	Name Control De	posit Fee	Project A	Account Key	Amount 1,000.00	Perce 100.0					
Vendor: 0072 - SD PUBLIC A	SSURANCE	E ALLIAN	<u>CE</u>							Vend	or Total:	67,764.38
<u>30189</u> 2024 Insurance Renewal	Invoice		2/15/2024 W - BANK WES	2/15/2024 ST	2/15/2024	2/15/2024 No	62,142.9	90 (0.00	0.0	0.00	62,142.90
Items		Commo	Jia	11	in Dire							
Item Description 2024 Insurance Renewal Distributions		NA	aity	Un 0.	its Price 00 0.00		0.00	Shipping 0.00	Dis	0.00	Total 62,142.90	
Account Number	Account			Project A	Account Key	Amount	Perce	ent				
101-4120-42100		s Expense				16.73	0.0				5	
<u>101-4110-42100</u> 101-4520-42100		s Expense s Expense				66.92 384.46	0.1					
101-4140-42100		s Expense				4,768.46	7.6					
101-4210-42100		s Expense				22,344.97	35.9					
604-4000-42100	Other In:	s Expense				13,492.08	21.7					
101-4192-42100	Other In:	s Expense				4,896.66	7.88	8%				
<u>101-4310-42100</u> <u>101-4652-42100</u>		Expense Expense				16,088.97 83.65	25.89 0.13					
30216	Invoice		2/15/2024	2/15/2024	2/15/2024	2/15/2024	5,621.4		0.00	0.00	0.00	5,621.48
Add 2024 Refuse Truck		BANK	W - BANK WES	Т		No						
Items		_										
Item Description Add 2024 Refuse Truck		NA	lity	Uni 0.0		Amount 5,621.48	Tax 5	O.00	Dis	0.00	Total 5,621.48	
Distributions				Drainet A	ccount Key	Amount	Doves					
Distributions Account Number	Account	Name		Project A	iccount ney	Amount	Perce	ent				
		Name Expense		Project A	eccount key	5,621.48	100.00					
Account Number	Other Ins			Project A	necount key					Vend	or Total:	967.39

No

Payment Date: 2/15/2024

BANKEFT - BANK WEST EFT

Sales Tax Jan 1-31, 2024

DFT0000109

Bank Draft:

Payable Register Payable # Payable Description Items	Payable Ty	ype F Bank Co		Payable Date	e Di		Discount Date On Hold	Amo	Pa ount			47 - 02.15.2 ng Discount	024 Invoices Tota
Item Description		Commodi	ity		its	Price	Amount	Tax	Ship	ping	Discount	Total	
Sales Tax Jan 1-31, 2024 Distributions	I	NA		0	.00	0.00	967.39	0.00		0.00	0.00	967.39	
Account Number 101-0000-21700	Account N Sales Tax F			Project /	Acco	unt Key	Amount 967.39		rcent 0.00%				
Vendor: 1328 - Servall Unifor	m & Linen	Supply									Ven	dor Total:	184.26
0875527 Gov't Bldg/PW monthly service Items	Invoice		2/15/2024 / - BANK WEST	2/15/2024	2/	′15/2024 N	2/15/2024 No	18	4.26	0.0	00 0.	0.00	184.26
Item Description Gov't Bldg/PW monthly service Distributions		Commodi NA	ity		its .00	Price 0.00	Amount 184.26	Tax 0.00	Ship	ping 0.00	Discount 0.00	Total 184.26	
Account Number <u>101-4192-42200</u>	Account N Prof Fees I			Project /	Acco	unt Key	Amount 184.26		rcent 0.00%				
Vendor: 1024 - USA Bluebook							-				Ven	dor Total:	2,300.92
INV00251029 Orion STAR pH Meter Bench Top H Items	Invoice (it & Bo		2/15/2024 / - BANK WEST	2/15/2024	2/	/15/2024 	2/15/2024 No	1,38	5.85	0.0	00 0.0	0.00	1,385.85
Item Description Orion STAR pH Meter Bench Top Distributions		Commodi	ty		its .00	Price 0.00	Amount 1,385.85	Tax 0.00	Ship	ping 0.00	Discount 0.00	Total 1,385.85	
Account Number 604-4000-42630	Account N Chemicals		Supplies	Project /	Acco	unt Key	Amount 1,385.85		rcent 0.00%				
INV00251062 Glass Fiber, Buff Pillows TNT + Am	Invoice monia T		/15/2024 - BANK WEST	2/15/2024	2/	15/2024 N	2/15/2024 lo	915	5.07	0.0	0.0	0.00	915.07

Units

0.00

Project Account Key

Price

0.00

Amount

915.07

Amount

915.07

Shipping

0.00

Tax

0.00

Percent

100.00%

Discount

0.00

Total

915.07

Item Description

Distributions

Account Number

604-4000-42630

Glass Fiber, Buff Pillows TNT + Ammoni

Commodity

NA

Chemicals and Lab Supplies

Account Name

Payable Summary

Туре	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	49	433,329.42	0.00	0.00	0.00	433,329.42	26,913.43	406,415.99
	Grand Total:	433,329.42	0.00	0.00	0.00	433,329.42	26,913.43	406,415.99

Account Summary

Account	Name	-	Amount
101-0000-21700	Sales Tax Payable		967.39
101-0000-32060	Erosion Control Deposit Fee		1,000.00
101-4110-42100	Other Ins Expense		66.92
101-4110-42300	Publishing Exp		619.18
101-4120-42100	Other Ins Expense		16.73
101-4130-42300	Publishing Exp		38.84
101-4140-42100	Other Ins Expense		4,768.46
101-4140-42201	Dues/Subscriptions		150.00
101-4140-42300	Publishing Exp		132.99
101-4140-42600	Supply/Material Exp		90.95
101-4141-42200	Prof Fees Expense		4,677.50
101-4192-42100	Other Ins Expense		4,896.66
101-4192-42200	Prof Fees Expense		3,989.48
101-4192-42201	Dues/Subscriptions		559.00
101-4192-42800	Utility Expense		61.30
101-4210-42100	Other Ins Expense		22,344.97
101-4210-42500	Repair/Maint Expense		884.30
101-4210-42611	Fuel Expense		2,112.19
101-4310-42100	Other Ins Expense		21,710.45
101-4320-42611	Fuel Expense		1,612.15
101-4320-43230	Solid Waste Collection		4,622.94
101-4320-43400	Equip Expense		1,860.00
101-4520-42100	Other Ins Expense		384.46
101-4652-42100	Other Ins Expense		83.65
101-4652-42200	Prof Fees Expense		525.00
101-4652-42201	Dues/Subscriptions		1,550.00
101-4652-42300	Publishing Exp		256.49
		Total:	79,982.00
Account	Name		Amount
502-4850-48500	Construction Costs		287,244.82
		Total:	287,244.82
			207,211102
Account	Name		Amount
604-4000-42100	Other Ins Expense		13,492.08
604-4000-42200	Prof Fees Expense		18,032.15
604-4000-42201	Dues/Subscriptions		4,100.95
604-4000-42500	Repair/Maint Expense		2,839.71
604-4000-42620	Tesing Expense		182.50
604-4000-42630	Chemicals and Lab Supplies		2,300.92
604-4000-42800	Utility Expense		178.52
604-4700-47100	Swr SRF Principal		20,676.25
604-4700-47120	Swr SRF Interest		4,299.52
		Total:	66,102.60

Refund Check Register Refund Check Detail



UBPKT00187 - Refunds 0 UBPKT00185 Regular

Type	nerated From Billing		
Amount	63.43 Ge		
Receipt			
Code		\	
Amount	63.43)	63.43	\
Check #	27186	funded Amount:	
Date	2/15/2024	Total Re	
Name	Laplante, Dylan		
Account	01-0066-03	Total Refunds: 1	

Revenue Code Summary

JANUARY 2024 CITY ADMINISTRATOR REPORT

ECONOMIC DEVELOPMENT

• Visited with owners at Fancy Coffee located on Stagestop Road.

GRANTS

- Completed the FEMA 1st quarter Grant report for the Generator.
- Visited with K. Snyder from BHCLG on applying for another FEMA grants regarding 2 generators for the lift stations.
- Visited with K. Snyder on the potential of changing the scope on the FEMA project and how long it would take to get approval.
- Visited with BHCLG on Hazard Mitigation Grant regarding ground water.
- Viited with A. Kayl on WC Grant Funding on Equipment.

PLANNING & ZONING/BUILDING

- Visited with engineer S. Delbridge on roofing inspection.
- Received building permit on roof for Lynn's Dakotamart.
- In contact with D. Gilby on recording of her final plat and effective date.
- Contacted D. Scott, Surveyor, on final plat of T. Norman.
- Reached out to Meade County T. Vig, Planner on Developer's Agreement/TIF Information.
- Visited with Meade County ROD on legal description of property up for annexation to make sure it was recordable.
- Visited with D. Hirsch, Planning Board Member, about upcoming agenda items.
- Visited with M. Wheeler regarding property located on Recreation Drive and Astoria Drive for future infrastructure.
- Received a building permit from Clark Brothers regarding JR's BBQ expansion.
- Visited with L. Shagla regarding south sewer study and how to move forward with future plans.
- Received a layout plan from R. Holmes on property for open storage.
- Visited with individual that would like to put up mini storage possibly on his property.
- Met with B. Ackerman from WBI Transmission on future growth and standards.
- Visited with L. Shagla on building permit plans for JR's BBQ.
- Discussed with M. Wheeler annexation questions and legal descriptions.
- Visited with RC QC on needs for contractor licensing and truss plans.
- Contacted Hladky Construction on engineering plans needed for the remodel of Lynn's Dakotamart.
- Drafted agenda/attended Planning & Zoning meeting on 1/9/2024.
- Set up meeting to review the Developer's Agreement and get feedback on changes needed.
- Visited with T. Clark on findings of the building permit and what was still needed to complete the same.
- Visited with T. Norman on final plat matters and getting mylar.
- Visited with J. Zogorski about combining two lots three mile jurisdiction.
- Reviewed R3 Ordinance and sent the same to M. Wheeler.
- Researched new legal description with ROD.
- Visited with R. Blakeman on commercial permits.
- Contacted Meade County regarding addresses within 250 feet of legal descriptions.

MISC.

- Visited with M. Wranek on how to remove her number from Text My Gov, since she has moved.
- Zoom meeting GOSCMA conference
- Put draft agenda/packet together for 1/4/2024 and sent to Mayor for approval.
- Visited with SDDOT regarding using conference room and the public meeting regarding Exit
 48.
- Visited with R. Nasser and C. Hirsch regarding agenda item.
- Visited with K. Chleborad regarding annexation clarification on unplatted property.
- Visited with J. Guthrie regarding election procedures and application for P&Z appointment.
- Received a call on notarizing documents.
- Received notification on SRA that needed to be completed from Golden West, sent that onto D. McComb for review.
- Visited with G. Markham regarding applications/petitions/and general governmental information.
- Visited with L. Hendricksen on upcoming open candidate positions.
- Visited with D. McComb on negotiating Blue Peak contract.
- Visited with S. White on application/petitions and election information.
- Received a complaint on snow removal. I forwarded it onto code enforcement and followed up on the same.
- Visited with G. Markham on Parks and Recreation Meeting and questions on quorums.
- Sent air quality permit to Gen Pro to have it finished up to send to the State.
- Attended the Christmas Party for the employees.
- Set up a Department Head Meeting and had each go over their topics for the new year.
- Sent out notices to local legislators, road districts and P&Z members to attend the Exit 48
 meeting at Stagebarn School put on by the SDDOT.
- Sent FEMA Study to P. Brown and S. Gramm regarding the Exit 48 meeting.
- Visited with S. Baumeister regarding consistency on uniform allowance.
- Sat in on interviews for Commission candidates.
- Received a complaint from C. Osten and forwarded it to code enforcement and followed up on the same with A. Kayl.
- Reviewed laws/ordinances on fire hydrants and access to the same.
- Visited with M. Kitzmiller needed a phone number.
- Visited with R. Nasser on police department matters.
- Visited with Freedom signs and set up a date to discuss matters on signage.
- M. Martin came into visit about Planning & Zoning Board and his term.
- Received a call from J. Lewis wanting to know the population of Summerset.
- Received a call about a light strobing due to the cold, I forwarded onto Public Works.

- Worked on 2024 Cyber Security Training.
- Reviewed W-2 laws and 1099M and 1099NEC.
- Visited with J. Ambrose about locates.
- Named to the SD Health Pool Task Force Study on Wellness.
- Visited with L. Shagla regarding upcoming scoping meeting/FEMA
- Reviewed draft 661 (HB1127) talking points regarding the same.
- Visited with S. Reade regarding the pros and cons of draft 661.
- Received call from H. Lance regarding financial planning. I directed him to the Finance Officer.
- Visited with A. Kayl and M. Wheeler regarding fines and code enforcement.
- Posted election information on Facebook and Text My GOV
- ISG came in to do inspections on the City owned buildings.
- Worked on HB 1127.
- Visited with A. Kayl regarding manholes and camera needs.
- Completed 3 petitions for various offices.
- Traveled to Pierre to testify before House Local Government on HB1127
- Visited with M. Kitzmiller on handbook.
- Visited with R. Nasser on surplus vehicle and next steps.
- Visited with D. McComb to set up time for Blue Peak to come in and put in conference phone and increase internet speed.

January 2024 Finance Department

MEETINGS ATTENDED

- Attended two (2) Commission Meetings
- · Attend one (1) Department head meeting

MISC.

- Prepared and submitted SRO invoice to Meade School Distract
- Emailed Commission meeting minutes to Rapid City Journal to publish
- Published Commission meeting minutes on website
- Ordered office supplies
- Notary services for residents of Summerset
- Licensing, Permitting, Inspection upload to one drive
- Sat in on the Commissioner Interviews
- Communication with Meadowood Lanes for Christmas Party
- Door locks not working restarted system
- Prepared and mailed out W-2 and 1099s
- Communication with D. Reiss, SDML Executive Director, regarding HB1127 affecting SDCL 9-3-1.1
- Communication with public works employee Jeff Smith regarding code enforcement
- Loaded 2024 Budget into System

TRAININGS

• Attended Annual Report webinar

Payroll & Accounts Payable

Payroll

- Payroll processing, benefit's deduction review, process human resource updates for payroll, Filed corresponding reports for payroll and Processed ACH payments
 - 941 filed electronically
 - SDRS filed electronically
 - o SD Health Pool, Aflac, Delta Dental
 - Quarterly State unemployment
- Emailed copy of check stubs to Casey Montileaux
- Input new P & Z Board members new hire information into ERP Pro 10
- Input appointed commissioner White's information into ERP Pro 10

Accounts Payable

- Prepared and submitted South Dakota Sales Tax
- Invoice processing, process checks for corresponding invoices to be paid and mailed out.
- Journal entries in GL
- Bank reconciliation
- Credit Card statement reconciliation
- Looked into cost pf Public Works Building from 2019

January 2024 Finance Department Continued

Utility Billing

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

January 2024 Wastewater Department report

Daily Operations

1-5 Submitted DMR to DANR 1-10 Construction Meeting with RCS and HDR	
1-12 Meet with RCS, HDR, and Muth to discuss options for loadout station controls 1-16 Rapid Rooter cleared clogged service line behind 6365 Leisure Ln	
1-18 Attended City Commission meeting 1-23 Replaced limit switch on SBR #1 decanter.	
1-24 Replaced actuator on SBR #1 decanter	
1-25 Worked with Tony on Summerset force main.	
1-29 Meet with DPI to discuss replacing Main Lift station control panel. 1-31 Performed scheduled maintenance on 5X blowers.	
Responded to 7 requests for utility locations Tracted 5.6 million college of yearthy step with an deily everage of 180 they and a live a	
Treated 5.6 million gallons of wastewater with an daily average of 180 thousand gallons	
Special Projects	
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Misc	
VIISC	

<u>January</u>

Sanitation

Hauled Solid Waste, Recycling, Cardboard and Yard waste. removed bins for Christmas trees. Repaired/cleaned/ and delivered cans as needed. Serviced and cleaned solid waste equipment. Received new garbage truck.

Public works

Attended council meeting. Preformed maintenance on public works equipment. repaired streetlights Had numerous conversations with the Public Works Commissioner, City Staff. Had meetings with Black Hills Power, Meeting with ISG concerning the CIP planning. Went to Pierre concerning HB 1127. Sanded streets and cleared sidewalks. Installed conduit on Infinity Drive for a streetlight.

Code enforcement

Abated 19 sidewalks for failure to remove snow, issued 4 other violations.

Parks

Cleared snow off of sidewalks.

Miscellaneous

Preformed maintenance at City Hall on doors, lights, and bathrooms.

Investigated manholes on wastewater force main. Discovered 2 additional manholes. Discovered air release valves in manholes. Flushed air valves. Determined that replacement is necessary. Located replacements and waiting on cost and availability for install.

SJUMERSET + POLICE

SUMMERSET POLICE DEPARTMENT

Monthly Report-January 2024

Calls for service

• 331

Special Events

 Attended ceremony where Officer Juso was awarded American Legion District 1 Officer of the Year & American Legion Piedmont Valley Post 311 Officer of the Year

Daily

- Regular meetings with Commissioner Hirsch
- Covering patrol shifts and responding to calls for service
- Evidence.com management
- LEOS reports
- LexisNexis reports
- Police Applicant Interviews
- Submitted traffic safety report for highway safety grant
- Submitted reimbursement requests for highway safety grant
- DPS Grant for radios
- Squad meeting
- Meeting with Dispatch supervisor
- Meeting with Department Heads
- Meeting with Meade County Sheriff
- Background Investigation for new hire
- Meetings with citizens
- Installed radar after repair
- Fleet management and maintenance
- NIBRS submissions
- NCIC validations
- Multiple calls with Western Communications
- Communications with LET

Job Description

Job Title: Investigator

Department: Summerset Police Department

Reports to: Sergeant and Chief of Police

Location: 7055 Leisure Ln, Summerset, SD

Dated: February 2024

Definition

The Investigator is expected to perform comprehensive criminal investigation work; law enforcement and crime prevention work; to enforce state and local laws and ordinances; to train and mentor officers within the department.

Position Objective

Under general supervision, conducts preliminary and supplementary investigations related to misdemeanor and felony crimes, and juvenile offenses within the Police Department. Employee shall interview victims, complainants, witnesses, and suspects, as well as identity, collect, analyze and preserve physical evidence, prepare reports, develop sources of information and testify in court. Work may involve general criminal investigation or highly specialized types of investigations, such as those involving gathering data and other information from various social media sources and outlets, as well as other types of crimes. This work is performed under minimum supervision and requires the application of modern investigative techniques, sound judgment, and independent initiative in pursuit of work objectives and carrying an independent case load. Work involves frequent public contact which requires tact, firmness, and decisiveness. Work is performed in accordance with departmental policy and state and federal law, supplemented with specific directions from Sergeant or Chief of Police.

Essential Functions

- 1. Enforces criminal and traffic laws submitting charges and making arrests when warranted
- 2. Investigates suspicious or criminal activity and investigates criminal cases as assigned to a logical conclusion
- 3. Communicates accurately, truthfully and with proper demeanor
- 4. Maintaining records and files; preparing reports; preparing testimony; testifying in court
- 5. Interviews suspects, witnesses, complainants, and victims
- 6. Interrogates suspects, gathers evidence, conducts surveillance, apprehends violators, and testifies in court
- 7. Drafts and executes search warrants
- 8. Preserves crime scene, collects evidence, and processes that crime scene by taking photographs, processes latent prints, obtains tool, tire, and shoe impressions, collects hair, fiber and DNA evidence, collects other physical evidence, labels and packages evidence; analyzes all evidence and documents findings in investigative reports

- 9. Develops and meets with informants for purposes of gathering intelligence
- 10. Establishes and maintains contact with reliable and confidential sources of information
- 11. Conducts background investigations
- 12. Coordinates with the State's Attorney or assistants in the preparation of trial cases for the State of South Dakota or federal cases
- 13. Maintains relationships with other agencies and works jointly on mutual problems.
- 14. Assists co-workers when requested
- 15. Responds to complaints
- 16. Back-up other Officers as needed
- 17. Gathers intelligence on suspects
- 18. Maintains detailed and accurate logs of evidence
- 19. Completes requests for laboratory analysis of evidence
- 20. Maintains chain of custody
- 21. Handles evidence in accordance with department policy. Cross-training as evidence technician
- 22. Maintains and reports required NIBRS offenses
- 23. Performs related tasks, duties and assignments as required

Knowledge, Skills, and Abilities

- 1. Knowledge of applicable city, county, state and federal statutes, ordinances, codes, regulations, administrative orders, and case law governing law enforcement
- 2. Knowledge of City and department policies and procedures
- 3. Knowledge of modern law enforcement trends and practices
- 4. Knowledge of the State criminal justice and court systems, procedures, and protocols
- 5. Knowledge of interviewing and interrogation principles, techniques, and methods
- 6. Knowledge of crime scene evidence handling and preservation techniques
- 7. Skill in interpreting laws and regulations, making decisions, maintaining composure, and working effectively under stressful conditions and emergency situations
- 8. Skill in documenting details of incidents and collecting and preserving crime scene evidence
- 9. Skill in oral and written communication.
- 10. Skill in establishing and maintaining effective working relationships

Requirements

- 1. Must have at least five (5) years of prior law enforcement experience with the Summerset Police Department or outside law enforcement agency
- 2. Must attend specialized schools or training related to the job requirements of Investigator as soon as practical prior to or after becoming an Investigator
- 3. Investigator must possess a thorough understanding of criminal laws and procedures

Special Requirements

- 1. Must be at least twenty-one (21) years of age
- 2. Must possess a valid South Dakota operator license and acceptable driving record

- 3. Must have completed the minimum requirements established by the South Dakota Law Enforcement Training Commission for Certified Law Enforcement Officers
- 4. Must be State Certified Law Enforcement Officer
- 5. Must be able to work weekends, mornings, nights and/ or non-predictable shifts.
- 6. Must be available for callouts

Physical Requirements

- 1. Be physically able to perform the routine task required of a law enforcement officer
- 2. Regularly required to lift object weighing fifty (50) pounds
- 3. Drag or pull an object twenty-five (25) feet and weighing up to one hundred-eighty (180) lbs. in an emergency
- 4. Occasionally required to reach and pull oneself up a six-foot obstacle
- 5. Frequently use force to move or drag objects
- 6. Frequently required to stand, sit, run, bend, stoop, kneel, crouch, crawl, and squat
- 7. Frequently required to reach with hands and arms
- 8. Frequently required to use hands to finger, handle and feel
- 9. Vision's requirements include close vision, color vision, peripheral vision, depth perception, distance vision and ability to adjust focus
- 10. Occasionally must talk and hear in environments with high degree of background noise
- 11. Frequently must talk and hear in environments with medium degree of background noise
- 12. Constant utilization of telephone, radio, and/or pager for coordination of law enforcement and/or emergency services
- 13. Frequently required to sit in vehicle for 1 hour without break
- 14. Always able to safely operate a motor vehicle
- 15. Must be able to work in inclement weather conditions and other varied work conditions
- 16. Must be able to work in indoor, outdoor and/or undeveloped (natural) work environments; Outdoor environments can include all types of inclement weather, unstable footing, etc.

^{*}All Investigator positions are considered job assignments and therefore subject to the discretion of the Chief of Police.

City of Summerset 2024 Grade & Step Scale

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GRADE	Minimum Step A	В	υ	Q	ш	L	ŋ	н	-	ſ	×	_	Σ	z	0	۵	ď	œ	S	Maxium Step T
н	23,886.01	24,483.15	25,095.23	25,095.23	25,722.61	25,722.61	26,365.68	26,365.68	27,024.82	27,024.82	27,700.44	27,700.44	27,700.44	28,392.95	28,392.95	28,392.95	29,102.77	29,102.77	29,102.77	29,830.35
	11.48	11.77	12.07	12.07	12.37	12.37	12.68	12.68	12.99	12.99	13.32	13.32	13.32	13.65	13.65	13.65	13.99	13.99	13.99	14.34
2	25,095.23	25,722.61	26,365.68	26,365.68	27,024.82	27,024.82	27,700.44	27,700.44	28,392.95	28,392.95	29,102.77	29,102.77	77.201,62	29,830.35	29,830.35	29,830.35	30,576.11	30,576.11	30,576.11	31,340.51
	12.07	12.37	12.68	12.68	12.99	12.99	13.32	13.32	13.65	13.65	13.99	13.99	13.99	14.34	14.34	14.34	14.70	14.70	14.70	15.07
ĸ	26,365.68	27,024.82	27,700.44	27,700.44	28,392.95	28,392.95	29,102.77	29,102.77	29,830.35	29,830.35	30,576.11	30,576.11	30,576.11	31,340.51	31,340.51	31,340.51	32,124.02	32,124.02	32,124.02	32,927.12
	12.68	12.99	13.32	13.32	13.65	13.65	13.99	13.99	14.34	14.34	14.70	14.70	14.70	15.07	15.07	15.07	15.44	15.44	15.44	15.83
4	27,700.44	28,392.95	29,102.77	29,102.77	29,830.35	29,830.35	30,576.11	30,576.11	31,340.51	31,340.51	32,124.02	32,124.02	32,124.02	32,927.12	32,927.12	32,927.12	33,750.30	33,750.30	33,750.30	34,594.05
	13.32	13.65	13.99	13.99	14.34	14.34	14.70	14.70	15.07	15.07	15.44	15.44	15.44	15.83	15.83	15.83	16.23	16.23	16.23	16.63
Ŋ	29,102.77	29,830.35	30,576.11	30,576.11	31,340.51	31,340.51	32,124.02	32,124.02	32,927.12	32,927.12	33,750.30	33,750.30	33,750.30	34,594.05	34,594.05	34,594.05	35,458.90	35,458.90	35,458.90	36,345.38
	13.99	14.34	14.70	14.70	15.07	15.07	15.44	15.44	15.83	15.83	16.23	16.23	16.23	16.63	16.63	16.63	17.05	17.05	17.05	17.47
9	30,576.11	31,340.51	32,124.02	32,124.02	32,927.12	32,927.12	33,750.30	33,750.30	34,594.05	34,594.05	35,458.90	35,458.90	35,458.90	36,345.38	36,345.38	36,345.38	37,254.02	37,254.02	37,254.02	38,185.37
	14.70	15.07	15.44	15.44	15.83	15.83	16.23	16.23	16.63	16.63	17.05	17.05	17.05	17.47	17.47	17.47	17.91	17.91	17.91	18.36
7	32,124.02	32,927.12	33,750.30	33,750.30	34,594.05	34,594.05	35,458.90	35,458.90	36,345.38	36,345.38	37,254.02	37,254.02	37,254.02	38,185.37	38,185.37	38,185.37	39,140.00	39,140.00	39,140.00	40,118.50
	15.44	15.83	16.23	16.23	16.63	16.63	17.05	17.05	17.47	17.47	17.91	17.91	17.91	18.36	18.36	18.36	18.82	18.82	18.82	19.29
œ	33,750.30	34,594.05	35,458.90	35,458.90	36,345.38	36,345.38	37,254.02	37,254.02	38,185.37	38,185.37	39,140.00	39,140.00	39,140.00	40,118.50	40,118.50	40,118.50	41,121.46	41,121.46	41,121.46	42,149.50
	16.23	16.63	17.05	17.05	17.47	17.47	17.91	17.91	18.36	18.36	18.82	18.82	18.82	19.29	19.29	19.29	19.77	19.77	19.77	20.26
6	35,458.90	36,345.38	37,254.02	37,254.02	38,185.37	38,185.37	39,140.00	39,140.00	40,118.50	40,118.50	41,121.46 4	41,121.46	41,121.46	42,149.50	42,149.50	42,149.50	43,203.24	43,203.24	43,203.24	44,283.32
	17.05	17.47	17.91	17.91	18.36	18.36	18.82	18.82	19.29	19.29	19.77	19.77	19.77	20.26	20.26	20.26	20.77	20.77	20.77	21.29
10	37,254.02	38,185.37	39,140.00	39,140.00	40,118.50	40,118.50	41,121.46	41,121.46	42,149.50	42,149.50	43,203.24 4	43,203.24	43,203.24	44,283.32	44,283.32	44,283.32	45,390.40	45,390.40	45,390.40	46,525.16
	17.91	18.36	18.82	18.82	19.29	19.29	19.77	19.77	20.26	20.26	20.77	20.77	20.77	21.29	21.29	21.29	21.82	21.82	21.82	22.37
11	39,140.00	40,118.50	41,121.46	41,121.46	42,149.50	42,149.50	43,203.24	43,203.24	44,283.32	44,283.32	45,390.40	45,390.40	45,390.40	46,525.16	46,525.16	46,525.16	47,688.29	47,688.29	47,688.29	48,880.49
	18.82	19.29	19.77	19.77	20.26	20.26	20.77	20.77	21.29	21.29	21.82	21.82	21.82	22.37	22.37	22.37	22.93	22.93	22.93	23.50
12	41,121.46	42,149.50	43,203.24	43,203.24	44,283.32	44,283.32	45,390.40	45,390.40	46,525.16	46,525.16	47,688.29 4	47,688.29	47,688.29	48,880.49	48,880.49	48,880.49	50,102.51	50,112.81	50,102.51	51,355.07
	19.77	20.26	20.77	20.77	21.29	21.29	21.82	21.82	22.37	22.37	22.93	22.93	22.93	23.50	23.50	23.50	24.09	24.09	24.09	24.69
13	43,203.24	44,283.32	45,390.40	45,390.40	46,525.16	46,525.16	47,688.29	47,688.29	48,880.49	48,880.49	50,102.51 5	50,102.51	50,102.51	51,355.07	51,355.07	51,355.07	52,638.95	52,638.95	52,638.95	53,954.92
	20.77	21.29	21.82	21.82	22.37	22.37	22.93	22.93	23.50	23.50	24.09	24.09	24.09	24.69	24.69	24.69	25.31	25.31	25.31	25.94
14	45,390.40	46,525.16	47,688.29	47,688.29	48,880.49	48,880.49	50,102.51	50,102.51	51,355.07	51,355.07	52,638.95	52,638.95	52,638.95	53,954.92	53,954.92	53,954.92	55,303.80	55,303.80	55,303.80	56,686.39
	21.82	22.37	22.93	22.93	23.50	23.50	24.09	24.09	24.69	24.69	25.31	25.31	25.31	25.94	25.94	25.94	26.59	26.59	26.59	27.25
15	47,688.29	48,880.49	50,102.51	50,102.51	51,355.07	51,355.07	52,638.95	52,638.95	53,954.92	53,954.92	55,303.80 5	55,303.80	55,303.80	56,686.39	56,686.39	56,686.39	58,103.55	58,103.55	58,103.55	59,556.13
	22.93	23.50	24.09	24.09	24.69	24.69	25.31	25.31	25.94	25.94	26.59	26.59	26.59	27.25	27.25	27.25	27.93	27.93	27.93	28.63
16	50,102.51	51,355.07	52,638.95	52,638.95	53,954.92	53,954.92	55,303.80	55,303.80	56,686.39	56,686.39	58,103.55 5	58,103.55	58,103.55	59,556.13	59,556.13	59,556.13	61,045.04	61,045.04	61,045.04	62,571.17
	24.09	24.69	25.31	25.31	25.94	25.94	26.59	26.59	27.25	27.25	27.93	27.93	27.93	28.63	28.63	28.63	29.35	29.35	29.35	30.08
17	52,638.95	53,954.92	55,303.80	55,303.80	56,686.39	56,686.39	58,103.55	58,103.55	59,556.13	59,556.13	61,045.04 6	61,045.04	61,045.04	62,571.17	62,571.17	62,571.17	64,135.44	64,135.44	64,135.44	65,738.83
	25.31	25.94	26.59	26.59	27.25	27.25	27.93	27.93	28.63	28.63	29.35	29.35	29.35	30.08	30.08	30.08	30.83	30.83	30.83	31.61
18	55,303.80	56,686.39	58,103.55	58,103.55	59,556.13	59,556.13	61,045.04	61,045.04	62,571.17	62,571.17	64,135.44 6	64,135.44 6	64,135.44	65,738.83	65,738.83	65,738.83	67,382.30	67,382.30	67,382.30	69,066.87
	26.59	27.25	27.93	27.93	28.63	28.63	29.35	29.35	30.08	30.08	30.83	30.83	30.83	31.61	31.61	31.61	32.40	32.40	32.40	33.21

58,103.55		59,556.13 61,045.04 61,045.04 62,571.17	61,045.04	62,571.17	62,571.17	64,135.44	64,135.44	65,738.83	65,738.83	67,382.30	67,382.30	67,382.30	69,066.87	69,066.87	69,066.87	70,793.54	70,793.54 70,793.54	70,793.54	72,563.38
27.93	28.63	29.35	29.35	30.08	30.08	30.83	30.83	31.61	31.61	32.40	32.40	32.40	33.21	33.21	33.21	34.04	34.04	34.04	34.89
61,045.04	62,571.17	64,135.44 64,135.44 65,738.83	64,135.44	65,738.83	65,738.83	67,382.30	67,382.30	69,066.87	69,066.87	70,793.54	70,793.54	70,793.54	72,563.38	72,563.38	72,563.38	74,377.45	74,377.45 74,377.45	74,377.45	76,236.89
29.35	30.08	30.83	30.83	31.61	31.61	32.40	32.40	33.21	33.21	34.04	34.04	34.04	34.89	34.89	34.89	35.76	35.76	35.76	36.65
67,382.30	69,066.87	70,793.54	70,793.54 70,793.54 72,563.38	72,563.38	72,563.38	74,377.45	74,377.45	76,236.89	76,236.89	78,142.81	78,142.81	78,142.81	80,096.38	86,096.38	80,096.38	82,098.80	82,098.80	82,098.80	84,151.27
32.40	33.21	34.04	34.04	34.89	34.89	35.76	35.76	36.65	36.65	37.57	37.57	37.57	38.51	38.51	38.51	39.47	39.47	39.47	40.46
74,377.45	76,236.89	78,142.81 78,142.81 80,096.38	78,142.81	80,096.38	80,096.38	82,098.80	82,098.80	84,151.27	84,151.27	86,255.04	86,255.04	86,255.04	88,411.42	88,411.42	88,411.42	90,621.71	90,621.71	90,621.71	92,887.25
35.76	36.65	37.57	37.57	38.51	38.51	39.47	39.47	40.46	40.46	41.47	41.47	41.47	42.51	42.51	42.51	43.57	43.57	43.57	44.66
78,142.81	80,096.38	80,096.38 82,098.80 82,098.80 84,151.27	82,098.80	84,151.27	84,151.27	86,255.04	86,255.04	88,411.42	88,411.42	90,621.71	90,621.71 90,621.71	90,621.71	92,887.25	92,887.25	92,887.25	95,209.43	95,209.43	95,209.43	94,748.20
37.57	38.51	39.47	39.47	40.46	40.46	41.47	41.47	42.51	42.51	43.57	43.57	43.57	44.66	44.66	44.66	45.77	45.77	45.77	45.55



866.608.9283

INTERNET AUCTION AGREEMENT

This Internet Auction Agreement ("Agreement") is made by and between the Seller identified below and Purple Wave, Inc. ("Auctioneer"), together, ("Parties"). For good and valuable consideration, Auctioneer authorizes Seller's use of Auctioneer's website, www.purplewave.com, as an online auction platform where Auctioneer will list Seller's property ("Property") as Seller makes available to Auctioneer on any valid Exhibit 1 (or any other Property made available to Auctioneer for sale on a subsequent Property list) as set forth below:

Auction Date(s) / Title:			
SELLER INFORMATION			
Customer No. (if known): 442620	Segment/Industry: Govern	nment	
Company Name: City of Summerset			
Representative Name: Rich Nasser	Representative Title:		
Street: 7055 Leisure Ln			
City: Summerset	State: SD	Zip: 57718	
Phone: 6057216806 Alt. Phone:	:Ema	ail: rnasser@summersetpd.org	
SETTLEMENT: Auctioneer will distribute Aucti Settlement Payment Instructions.	ion Proceeds to Seller within 15 bu	siness days of the Auction date as	instructed by the Seller in the
SELLER FEES: Seller will pay a listing fee of \$10		lso pay a service fee(s)	
of 0 % of the winning bid(s). Other Listing Fee W.	aived		G
ENCUMBRANCES: Does any of the Property No: Yes (If yes, list below):	have a lien filed against it (or a sec	ured line of credit)?	
Lending Institution	Lender Contact	Phone	
Seller has listed all known encumbrances above an Auctioneer, at its discretion, may perform title, lier authority to sell the Property without consent of a free and clear of encumbrances or liens before conagainst the Property if a third party claims to have The Seller has a recent, current, or pending bankruparty making a claim against the Property or the A	n, or UCC searches to confirm encuing third party and without condition nclusion of the Auction. Seller agreen interest in the Property. uptcy, lawsuit, tax lien, SBA Covid-1	mbrance status on the Property or on except as noted above. Seller w es to defend and indemnify the Ar	r Seller. Seller owns and has the ill ensure Property is or will be uctioneer for any claim made
SIGNATURES: The Parties execute this Agreem Listing Sheets, updated Property List, Settlement Prior discussions, agreements or understandings authority to commit the Seller contractually and a	nent effective the last date written be Payment Instructions or other adde are completely merged into and su	pelow. This Agreement, including t ndums, if any, is the whole agreen perseded by this Agreement. Selle	nent between the parties and all r's representative below has
Seller	Rich Nasser		
Signature	Printed	Title	Date
Auctioneer Sianature	Pat Hoffman Printed	Title	Date

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Internet Auction Agreement Terms and Conditions

THE AUCTIONEER WILL DO THE FOLLOWING:

- Exercise best professional judgement and effort to lot, market, and auction the Property in a manner most likely to yield the best net sales prices under the circumstances
- 2. Use best efforts to qualify bidders and collect payments
- 3. Collect and remit sales taxes according to state regulations
- 4. Coordinate transfer of title between Seller and Buyer
- Send Auction Proceeds to Seller within 15 business days of Auction, less any Compensation due to the Auctioneer
- Follow applicable laws and regulations and obtain any necessary permits, bonds, and insurance

EXCLUSIVE LISTING Seller will withdraw the Property from any other selling service. The Seller will list the Property for sale exclusively with the Auctioneer. Seller will not withdraw any portion of the Property from the Auction except with (a) prior written consent of the Auctioneer and only after (b) reimbursing Auctioneer for Compensation described below based on a 3rd party appraisal and all expenses for advertising retractions and similar expenditures to cancel the Auction.

USE OF WEBSITE The Property will sell in an Internet-only auction on Auctioneer's website www.purplewave.com. The Auctioneer will manage the website listing based on the information Seller provides to the Auctioneer. If Seller notices missing or incorrect information in the Property description on the website or auction advertising, the Seller will notify Auctioneer promptly. Seller agrees Auctioneer will post the Auction results on Auctioneer's website.

TITLES Seller authorizes Auctioneer, as Seller's agent and power of attorney, to execute any documents necessary to transfer, or document the transfer, of the Property sold at this Auction including bills of sale, titles, or requests for duplicate titles.

RIGHT TO POSTPONE In event of a technical failure, bidding error, or other unforeseen emergency, Auctioneer may, at its discretion, cancel or postpone any item(s) in the Auction and may take actions, such as re-listing items in a future Auction. to allow a natural conclusion to the sale.

PROPERTY CONDITION The Property will be represented and sold in its "as is, where is" condition, without warranties of any kind by Seller or Auctioneer. Seller will complete all Property information and condition disclosure forms requested by Auctioneer. Seller will accurately disclose all Property information and condition and represents that equipment is in safe and working order unless specifically disclosed otherwise in the description. Seller represents the Property has not been modified or tampered with in violation of any laws, including tampering with emission control devices. If there is a dispute with a winning bidder over the condition of the Property, Auctioneer will attempt to resolve the issue on behalf of Seller but may, if necessary, seek Seller's assistance in the resolution. Seller agrees that Auctioneer shall not be liable for any losses or claims related to the condition of the Property except in situations where Auctioneer is at fault and the Seller shall otherwise assume full responsibility for such losses or claims. Seller should maintain casualty insurance (including self-insurance) for the Property until possession is transferred to the winning bidder.

UNRESERVED AUCTION The Property will be sold "absolute" and "without reserve," Once Auctioneer has placed the Property on www.purplewave.com and received a bid on it, the Auction has begun and the Property must and will be sold for the highest bid received at the end of the Auction. Auctioneer will use words indicating the absolute nature of the auction in event advertising. Although Auctioneer will use its best efforts, no guarantees or representations regarding the level of bidder interest the Property may attract, number of bids or ultimate price that may be received are made by Auctioneer. Seller will accept for the Property the highest winning bid accepted by the Auctioneer (also called the hammer price), less the Compensation due Auctioneer.

THE SELLER WILL DO THE FOLLOWING:

- Provide representative to host inspections, answer bidder questions, and coordinate release of Property to Buyer
- Ensure Property is in safe working order or if not, disclose working condition of Property in disclosures and to the Auctioneer
- 3. Ensure Property has no encumbrances/liens prior to Auction
- 4. Provide transferable title or ownership documentation
- Report to Auctioneer promptly missing or incorrect information on www.purplewave.com or auction advertising
- 6. Refrain from shill-bidding (bidding on your own assets)
- 7. Release Property to Buyers providing 'paid-in-full' invoice

SHILL BIDDING PROHIBITED It is illegal and against Auctioneer's policies for the Seller, Auctioneer (acting as Seller's agent), or anyone else acting on Seller's behalf to bid on the Property. If an innocent third party is the declared the winner bidder, the Auctioneer may complete the sale to that innocent third party and adjust the purchase price to reflect the last good faith bid. In the event the Auctioneer determines the Seller or someone bidding on Seller's behalf, bids on the Property, the Seller will pay Auctioneer an additional administrative fee of two-times the combined Seller Fees and Buyer's Premium the Auctioneer would have otherwise collected from the final winning bid for the Property as compensation for the expense and effort of any related corrective action taken by the Auctioneer, regardless of whether Seller, Seller's agent or an innocent third party is the declared winner of the Property.

COLLECTIONS Auctioneer will use its best efforts to qualify bidders and collect payments from winning bidders however, Auctioneer does not guarantee collection of payment. Auctioneer will collect and remit sales taxes in accordance with state and local regulations. Auctioneer will pay all banking fees and retain any interest or credits earned related to collection of the Auction Proceeds.

COMPENSATION Seller agrees to pay Auctioneer the Seller Fees previously stated, if any, applied against the winning bid(s) received and collected for the Property. Seller also agrees Auctioneer may collect and retain from winning bidders a standard buyer's premium of 10% of the winning bid(s) for the Property. Lastly, Seller agrees that Auctioneer may charge and collect late payment or similar reasonable administrative fees from winning bidders when warranted and retain those fees as compensation for additional efforts to address such issues.

RELEASE TO BUYERS Auctioneer will send a copy of the "paid invoice" to the Seller upon collection of payment and Seller will release Property to the winning bidder once invoice has been paid in full. When requested by Seller, Auctioneer will provide best efforts to resolve Property removal issues between winning bidder(s) and Seller.

NON-DISPARAGEMENT Seller agrees not to disparage Auctioneer, its employees or agents, in any way, through verbal, written, or digital formats. The non-disparagement includes, but is not limited to, negative Google reviews, reviews on other websites, and public or private comments on any social media platforms. To the extent allowed by law, Seller agrees to reimburse Auctioneer's attorney fees, costs, and damages for any violation of this non-disparagement provision. Seller authorizes immediate removal from any platform in the event this paragraph is violated.

JURISDICTION This Agreement shall be governed by the law of the auction location. The auction location shall be the location where the asset is sold from. Auctioneer may waive any provision of this Agreement that benefits the Auctioneer at any time, but no such waiver shall affect any other provisions nor shall it amount to a permanent waiver of that particular provision. This Agreement may be executed in duplicate and in counterparts, but all counterpart signatures shall constitute one original. Facsimile signatures scanned or electronic signatures on this Agreement shall be as sufficient as original ink signatures.

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Seller Rich Nasser	Customer Number 442620
Description of Asset(s)	Additions
Example: Cat D8R dozer	Example: Cat D8R dozer
2016 Ford Police Interceptor	
You will provide a separate list of assets to be co	onsigned as Exhibit 1.
Seller's Signature:	Page of

Copyright © 2020 | Purple Wave, Inc. | Exhibit 1 Property List - 3.13.2020

Customer Number 442620	A 11 B 4
	Auction Date
Company Name City of Summerset	
Representative Name: Rich Nasser	Representative Title:
INSTRUCTIONS:	tribute the Auction Proceeds to the Seller within 15 business days of the Auctior
Payee #1	
Payable by: Check To City of Summerset	
Address: 7055 Leisure En Summerset, SD 57718	
To the attention:	
Check Memo:	
Beneficiary Bank:	
Routing No:	
Bank Name:	
Routing No:	
Account No:	
Portion: All Auction Proceeds	
This Settlement Payment Instruction form replaces all previous fo	
Seller Signature	Date

Copyright © 2018 | Purple Wave, Inc. | Special Settlement Instructions -8.26.2015

Contact Us (/general/?type=CONTACT) My Profile (/members/) Sign Out (/Logout.aspx)

Enter search criteria...

Q



MENU

Street Maintenance Traffic Control Device Grant



Street Maintenance Traffic Control Device Grant

The South Dakota Municipal Street Maintenance Association provides funds to offset the costs of Traffic Control Devices such as speed display units, traffic count units, and flashing warning signs. Grant applications are due April 1 each year.

Applicant Eligibility

- Applicant must be a member of the South Dakota Municipal Street Maintenance Association (SDMSMA).
- The SDMSMA will award up to four \$2,5000 grant to help offset the cost of traffic control devices, such as speed display units, traffic count units, and flashing warning signs for pedestrians.
- A letter of approval from the applicant's city council or a copy of the meeting minutes showing approval for the purchase of traffic control device must be received following application submission.
- Funds will be paid to recipients through reimbursement; recipient must submit all receipts. Reimbursement subject to SDMSMA Board approval.

Reimbursement subject to SDMSMA Board approval.
Municipality *
Applicant Name *
Position *
Email Address *
lschieffer@summerset.us
Phone *
718-9858
Description of the traffic control device *
Description of need for device in community *
Amount requested for device *
Amount requested for other expenses *

Describe other expenses	
Total Requested *	
Supporting Documentation * Choose File No file chosen	
SUBMIT	

CONNECT WITH US

South Dakota Municipal League
208 Island Drive
Fort Pierre, SD 57532
(605) 224-8654
(mailto:email@email.com)info@sdmunicipalleague.org
(mailto:info@sdmunicipalleague.org)

(https://www.facebook.com/sdmunileague) (https://twitter.com/sdmunileague)

QUICK LINKS

(/general/?type=CONTACT)Career Center (https://sdmunicipalleague.site-ym.com/networking/)

(/general/?type=CONTACT) (/login.aspx)Directory Updates (https://sdmunicipalleague.site-ym.com/page/Services-DirectoryUpdates) (/login.aspx)Online Store (https://sdmunicipalleague.site-ym.com/store/)

Lisa Schieffer

From:

Axlund, Cody < Cody. Axlund@state.sd.us>

Sent:

Tuesday, February 6, 2024 10:02 AM

To:

Lisa Schieffer; City Info

Subject:

2024 Bridge Inspection Resolution

Attachments:

City Inspection Resolution Only 2024.doc; Local Bridge Inspection.pdf

You don't often get email from cody.axlund@state.sd.us. Learn why this is important

Good morning - Attached is the bridge inspection resolution for consultant selection for 2024. Also included is the list of prequalified consultants SDDOT has on retainer to perform this work. **Please get this added to the agenda for your next possible county commission meeting.** I will be sending you the draft bridge list within the next few weeks for you to review. When complete, you can email me back the resolution. Let me know if you have any questions.

Thanks



Cody Axlund | LGA Lead Bridge Engineer South Dakota Department of Transportation Better Lives Through Better Transportation 700 E. Broadway Avenue | Pierre SD 57501 O: 605.773-3390 dot.sd.gov

BRIDGE REINSPECTION PROGRAM RESOLUTION FOR USE WITH SDDOT RETAINER CONTRACTS

WHEREAS, 23 CFR 650, Sub- intervals not to exceed two year specific criteria. These culverts	irs with the exception of re-	inforced concret	te box culverts that meet
THEREFORE, the City of Bridge Inspection Program usin	g Bridge Replacement fund	is desirous s.	s of participating in the
The City requests SDDOT to hinspection work. SDDOT w Engineer for inspection services responsible for the required 20%	ill secure Federal approva s rendered, and bill the Cit	als, make payn	nents to the Consulting
Dated this day of	, 2024, at	(city)	
			Mayor
ATTEST: City Auditor/Clerk			

LGA - SELECTED Bridge Inspections

Name

AECOM TECHNICAL SERVICES, INC.

BANNER ASSOCIATES, INC.

BROSZ ENGINEERING, INC.

CIVIL DESIGN, INC.

COLLINS ENGINEERS, INC.

CONSOR ENGINEERS, LLC.

FICKETT STRUCTURAL SOLUTIONS, INC.

HDR ENGINEERING, INC.

HOUSTON ENGINEERING, INC. (HEI)

IMEG CONSULTANTS CORP. formerly known as IMEG, CORP.

INTERSTATE ENGINEERING, INC.

JEO CONSULTING GROUP, INC.

KIRKHAM, MICHAEL & ASSOCIATES, INC.

ΚLJ

SHORT ELLIOTT HENDRICKSON, INC. (SEH)

STANTEC CONSULTING SERVICES, INC.

THE SCHEMMER ASSOCIATES, INC.

ULTEIG OPERATIONS, LLC formerly ULTEIG ENGINEERS, INC.

WISS, JANNEY, ELSTNER ASSOCIATES, INC.



Change Proposal Request No. 4 (Not a Change Order)

Revised

Project Name:	Wastewater Treatment Plant Capacity Expansion	Owner's Project No. (if applicable): NA
Project Owner:	City of Summerset	Regulatory Agency Project No. (if applicable):NA
HDR Project No.	10333843	Initiated by:
Contractor:	R.C.S. Construction, Inc.	Date: October 31, 2023
Attention:	the cost of this change.	is project is proposed. Please provide your proposed price for d upon request by the Owner or Engineer. rized by the Owner.
Description of the	e Proposed Change:	
Sheet 00X100 - S	ee attached revisions to the demo plan to addres	s necessary changes to the sludge loadout piping to accommodate new
site grading.		
Sheet 00C105 - S	ee attached revisions to site work to address nec	essary changes to the sludge loadout piping to accommodate new site
grading.		
		8-
,	By	Chris Robinson
All	Бу _	
conditions of the or provided for is App will be:	accordance with the terms, stipulations, and iginal Contract Documents. If the work herein roved by Change Order, the time of completion	HDR Recommendation: Recommend Acceptance Do Not Recommend Acceptance
☐ Increased	☐ Decreased ☐ Unchanged	By: HDR Engineering, Inc.
by 0_calendar day	s.	zy z z g
This change will:	Add Deduct No Chang	Datee
\$ 8,699.51		Owner's Action: Accepted Not Accepted
Bob Conway	- Project Manager	
General Contractor	The state of the s	By: Owner
Date 2-07	7-2024	Date
•		

R.C.S. CONSTRUCTION, INC. PROPOSAL COST SUMMARY

Subject: Summerset WWTP Expansion

Cost Proposal #04R - Modifications to the Sludge Loadout Area

2/7/2024

General Contractor:	MATERIAL	LABOR	EQUIP.	SUBS.
1 Demolition of Existing		\$450.00	\$50.00	
2 Install New Piping	\$50.00	\$300.00		
3 Place Concrete Pad	\$165.00	\$350.00		
4 Pipe Bollards	\$1,415.00	\$375.00	\$70.00	
Subcontractors/ Suppliers:		7.		
1 Muth Electric				\$3,328.00
2 Core and Main	\$169.38			
3				
Taxes - Material - Equip 6.2%	\$116.96		\$7.80	
Labor Markup 26%		\$383.50		
TOTALS:	\$1,916.34	\$1,858.50	\$127.80	\$3,328.00

Overhead					
Material	10%	\$191.63			
Subtotal		\$2,107.97			
Labor	10%	\$185.85			
Subtotal		\$2,044.35			
Equipment	10%	\$12.78			
Subs		\$3,328.00			
Subtotal		\$3,468.58			
GC - Profit	10%	\$762.09			
Subtotal		\$8,382.99			
Insurance	1.70%	\$142.51			
Subtotal		\$8,525.50			
Excise Tax	2.04%	\$174.01			
Other	0.00%	\$0.00			
Total Net Incr	ease or Decrease	\$8,699.51			
RECAP - Tota	ıls				
Contractor Cos	sts	\$5,371.51			
Subcontractor	Costs	\$3,328.00			
Net Increase	or Decrease	\$8,699.51			
Change in Wo	rking days	0			

Signed: Bob Conway, Project Manager

Bob Conway, Project Manager R.C.S. Construction

Bob Conway

From:

Hansen, Mark < Mark. Hansen@coreandmain.com>

Sent:

Thursday, January 18, 2024 10:23 AM

To:

Bob Conway

Subject:

RE: Summerset WWTP - AIS Certification

Bob, Finally got an answer back Looks like \$582ea 4" x 8' PExPE Sch80 Galvanized AIS Domestic Pricing good for 7 days

Thanks, Mark

}

Quote

CORE

Sold To:
RCS CONSTRUCTION INC
PO BOX 9337
RAPID CITY, SD 57709 9337

Ship To:
RCS CONSTRUCTION INC
14240 GLENWOOD DRIVE
SUMMERSET, SD 57769

136819 T920070 11/08/23 202257 SUMMERSET WWTP OUR TRUCK S165880 BOB CORE & MAIN LP Customer #
Order #
Date Ordered
Job #
Customer Reference
Purchase Order #
Method of Shipment
Contract Order #
Ordered By
Ship Via

Branch:
RAPID CITY SD
Branch - 132
2808 E Hwy 44
Rapid City, SD 57703

Phone: 605-716-9427

Net Price UOM Ext Price	696.70000 EA 696.70	76.98000 EA 76.98	92.40000 EA 92.40
Qty B/Ö			
Oty Oty Ordered Shipped	r-t	Н	П
Description	4" FIGNETIC DI SPOOL- 36" PR	ALS CERTIFIED #58 CCRW VLV BOX 14" EXT USA HEDD POWDERTO PICO 100 44000	THRD DOMESTIC EXTENSION ONLY
Product Code	/05017567081	59VE58USA	59VE2460USA
Bid Seq#			

Terms in accordance with shipping manifest.

Special Instructions/Comments:

BID # 2682659 C/O # S165880 BID NM: SUMMERSET WWTP EXPANSION-REVISED

Total with Sales Tax = \$179.88

Total Ordered:

 \vdash



Muth Electric Inc.



1825 Samco Road • Rapid City, SD 57702 PHONE (605) 341-3554 • FAX (605) 348-9762 www.muthelectric.com

December 1, 2023

Revision Date: February 6, 2024

R.C.S. Construction, Inc. 1314 Fountain Plaza Drive Rapid City, SD 57702

Attn:

Evan Walterman

REVISED

RE:

Summerset WWTP Expansion

Summerset, SD Muth Job# 3730 Field Order No. 5 Muth CO# C002

Dear Evan,

Muth Electric, Inc. would like to propose the following change order pricing for Field Order No. 5 for CPR 004. This pricing is for the moving of the sludge loadout control panel. This price does not include material or labor to extend the wired remote control cord. If that cord needs to be extended, it will need to be priced in a future change order. The total cost for this change order request is \$3,328.00.

This change order pricing is good for 30 days.

If you have any questions regarding the pricing of this change order, please call me at 605-341-3554. Thank you for working with us on the project, we greatly appreciate your business.

Sincerely, Muth Electric, Inc.

Scott Hall

Division Manager Change Order

SH/kc

Acceptance of Proposal: The above prices, specificati	ions
And conditions are satisfactory and are hereby accept	ed.
You are authorized to do the work as specified.	
Date of Acceptance:	

Signature:

Muth Electric, Inc.

Bid Summary Sheet

Estimate #: 58728 Loc	ation: Rap	id City	Muth Job Number:	3730
Customer: R.C.S. Construction,	Inc.		Address 1314 Fountain Plaza Drive, Rapid	City, SD 57702
Description: FieldOrder No. 5 - i	Move Sludge	e Loadout Pane	sl	
Estimated By: SH	Checked	f By:	Estimate Date: 11/17/2023 Revision Date:	
Submission Date		Change Order	Approved Proposed GC C/O #	
Approval Date	- 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1	Status	Executed Void Muth C/O #:	
Coordination Time	Hours		Material Cost	Labor Hours
Superintendent Time:	0.00		Total from Estimate Item Detail \$1,080.11	13.42
Travel Time:	0.00		Misc Material and Labor: 3.00 % \$32.40	0.40
NG	0.00		Coordination Time	0.00
Miscellaneous Time:	00.0		TOTAL MATERIAL (C) AND LABOR (D) \$1,112.51	13.82
Total (A)	0.00		13.82 Regular Labor Hours @ \$54.00	\$746.20
Job Exper	nse			
Tools, Scaffolds - 10 % of La	bor Total	\$100.74	0.00 Overtime Hours @ \$0.00	\$0.00
Safety - 6% of La	bor Total	\$60.44	Labor Burden 35 %	\$261.17
Clean Up - 4 % of La	ibor Total	\$40.29	Labor Total	\$1,007.37
Warranty - 3 % of La	ibor Total	\$30.22	Subcontracts	\$0.00
BIM Coordination - 4% of La	bor Total	\$40.29	Job Expense (B)	\$761.69
Temporary Power		\$0.00	Material Cost	\$1,112.51
Cutting, Patching, Painting		\$0.00	Total Direct Cost	\$2,881.57
Misc. Equipment Used		\$10.36	Overhead 10 %	•
Use/Sales Tax 6.20 %		\$68.98	emmo/n/ph/mm	\$288.16
Inspection and Permit Fees		\$0.00	Sub Total	\$3,169.73
Field Incentive \$0.75 per hour	r	\$10.36	Profit 5%	\$158.49
Material Storage		\$0.00	Sub Total	\$3,328.22
Freight		\$0.00	SD Contractors Excise Tax 0 %	\$0.00
Mileage 0 Miles @ \$1.05 p		\$0.00	Sub Total	\$3,328.22
Muth Equipment (Trench/Plow/Bh	noe)	\$0.00	Performance Bond	\$0.00
Equipment/Tools - Rental		\$0.00	Total	
mini excavator 4 Units >	× \$100.00	\$400.00	10(a) 	\$3,328.22
Muth Equipment #2 0 Units >	× \$0.00	\$0.00		
Meals/ Lodging		\$0.00		
Total Job Expenses (B)		\$761.69		
SubContractor Report				
Subcontractor Name: PO	Number:	Phase:	Amount:	
none 0		0	\$0.00	
			\$0.00	

Muth Electric - Estimate Detail Report

Muth Job Number:

Estimate#:

58728 Estimated By: SH

Customer: R.C.S. Construction, Inc.

Job Desc:

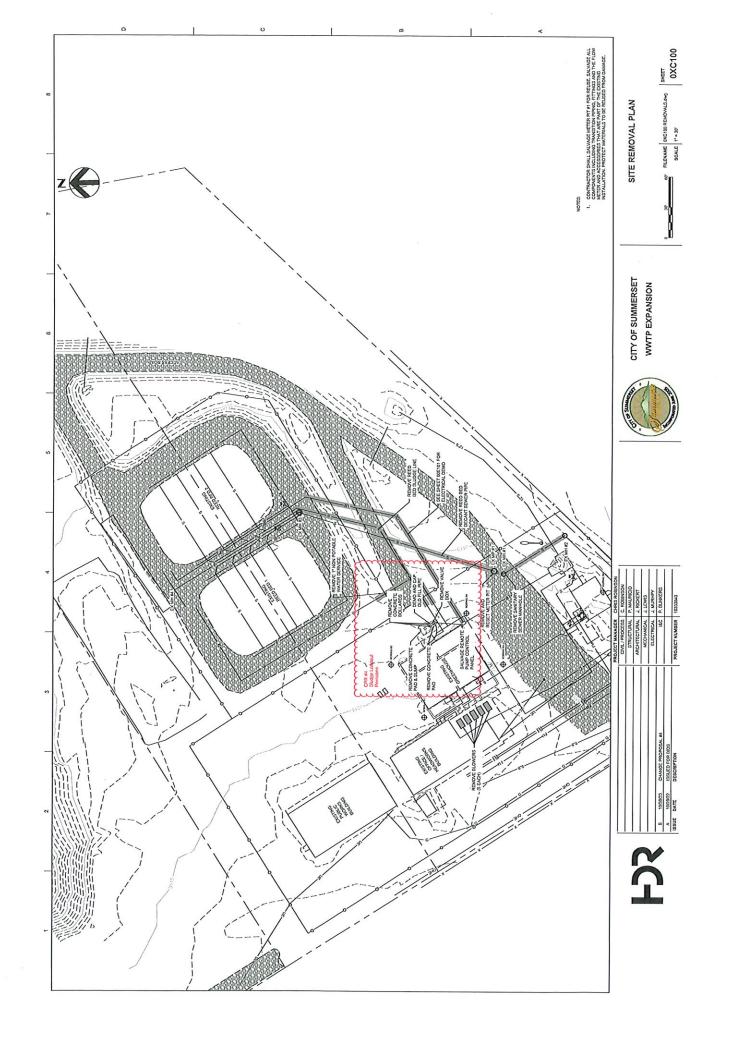
FieldOrder No. 5 - Move Sludge Loadout Panel

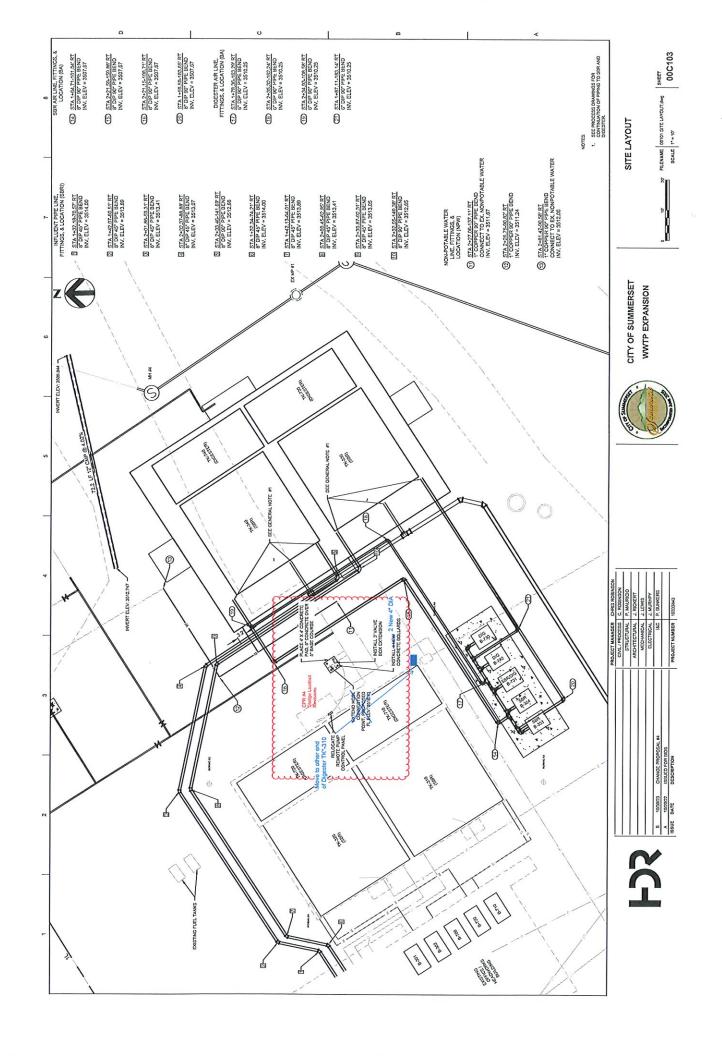
Location:

Rapid City

Muth Item #	Description	Quantity	Material Cost	Material Extension L		Labor Units Extension
PVC200	2" SCH 40 PVC CONDUIT	100	3.1174	\$311.74	0.0364	3.64
PVC20090	2" PVC 90 DEGREE SWEEP ELL	2	5.76875	\$11.54	0.2093	0.42
PVCCP100	1" PVC COUPLING	8	0.455	\$3.64	0.0663	0.53
ST200	2" SEALTIGHT CONDUIT	6	10.1088	\$60.65	0.0663	0.40
STCN200	2" SEALTITE CONNECTOR DC	2	27.39555	\$54.79	0.2015	0.40
PVCFCN200	2" PVC FEMALE ADAPT/CONN	2	1.56	\$3.12	0.1664	0.33
SSSTRUT150	1-5/8 STAINLESS STEEL STRUT	20	19,2504	\$385.01		
THHN12	#12 THHN COPPER WIRE SOLID	1300	0	\$0.00	0.0023	3.04
THHN6	#6 THHN COPPER WIRE STRD	300	0	\$0.00	0.0074	2,22
	GEL SPLICE KIT	16	15.6	\$249.60	0.0260	0.42
	DIG AND INTERCEPT	1	0	\$0.00	2.0000	2.00
		Totals	Vinderen	\$1,080.09		13.40

2/6/2024 3:24:59 PM





AN ORDINANCE TO AMEND THE MIDCONTINENT FRANCHISE AGREEMENT (ORDINANCE 3.4)

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

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

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

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

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

Dated this	day of	_, 2024.
		CITY OF SUMMERSET
		BY:
ATTEST:		Melanie Torno, Mayor
BY:		
Stephany I	Baumeister, Finance Officer	•
Published once	at the approximate cost of	



2024 South Dakota Legislature

House Bill 1127

Introduced by: Representative Cammack

An Act to modify requirements for incorporating municipalities that are within three miles of another incorporated municipality.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF SOUTH DAKOTA:

Section 1. That § 9-3-1.1 be AMENDED:

- **9-3-1.1.** A municipality may not be incorporated if any part of such the proposed municipality lies within three miles of any point on the perimeter of the corporate limits of any incorporated municipality, unless-the:
- (1) The incorporated municipality refuses or fails to annex a territory-which that is contiguous to-said the incorporated municipality, and-said the contiguous territory has properly petitioned—said the municipality to be annexed thereto, as provided by § 9-4-1. However, a proposed municipality may be incorporated that is within three miles of an incorporated municipality if the; or
- (2) The territory to be incorporated-is has a post office and:
 - (a) Is in a different county-and has a post office prior to incorporation than the incorporated municipality; or
 - (b) The incorporated municipality has a population of less than five thousand.



2024 South Dakota Legislature

House Bill 1251

Introduced by: Representative May

An Act to modify provisions related to the annexation of unplatted territory or agricultural land.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF SOUTH DAKOTA:

Section 1. That § 9-4-5 be AMENDED:

9-4-5. No such resolution describing unplatted territory therein, or describing a parcel or contiguous parcels owned by a common landowner that are greater than twenty acres and used for agricultural purposes, may be adopted until it has been approved by the board of county commissioners of the county wherein such unplatted territory is situate without the consent of the landowner.

For the purposes of this section, the term "unplatted territory—is" means any land—which that has not been platted by a duly recorded plat—or any agricultural land as defined in § 10-6-110.

For the purposes of this section, land is used for agricultural purposes if: (1) At least fifty percent of the land is devoted, for intended profit, to:

- (a) The raising and harvesting of crops, timber, or fruit trees;
- (b) The rearing, feeding, or management of farm livestock, poultry, fish, or nursery stock;
- (c) The production of bees and apiary products; or
- (d) Horticulture; or
- (2) The land is woodland, wasteland, or pastureland and is held and operated in conjunction with land used for one of the purposes set forth in subsections (1)(a) to (1)(d), inclusive, of this Act, and is under the same ownership.