

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

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

Mayor Torno led 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 December 21st, 2023. Motion carried.

**CONSENT CALENDAR**

**Motion** by Kitzmiller, second by Butler, to approve the minutes of the regular meeting of December 7th, 2023. Motion carried.

**APPROVAL OF CLAIMS**

**Motion** by Hirsch, second by Butler, to approve the claims and hand checks in the amount of \$350,425.05 from December 5th, 2023, through December 20th, 2023, as presented or amended. Motion carried.

SD State Treasurer	965.12
A&B Business Solutions	45.00
Applied Concepts, Inc	415.00
Axon Enterprise, Inc.	6,147.60
BH Energy	6,311.88
Black Hawk Water Users District	59.70
CBH CO-OP	3,164.63
City of Rapid City	5,641.65
Colliers Securities LLC	35,000.00
Gunderson & Palmer LLP	4,302.07
HDR Engineering, Inc	38,382.65
Hermanson Egge Engineering, Inc.	110.00
I&S Group, Inc.	3,500.00
IBM	8.92
MDU	1,011.39
Midcontinent Communications	177.98
Midcontinent Testing Laboratories, Inc.	175.50
Milliron Granite & Quartz	1,000.00
New Leaf LLC	90.00
Public Safety Equipment Company LLC	26,184.00
RCS Construction Inc	217,260.00
SD One Call	25.20
Servall Uniform & Linen Supply	184.26
Tyler Technologies	262.50

**DEPARTMENT HEAD REPORTS**

Department heads gave their reports on their monthly happenings.

**SUMMERSET POLICE DEPARTMENT POLICY AND PROCEDURES**

**Motion** by Kitzmiller, second by Hirsch to open discussion. Motion carried.

Police Chief, Rich Nasser stated he had amended the original to include items that the Commission had discussed to clarify who could be in the vehicle and its intended use. The furthest employee is 14 miles one way that would be traveled.

**Motion** by Hirsch, second by Butler to close discussion. Motion carried.

**Motion** by Butler, second by Hirsch to approve the Summerset Police Department Policy and Procedures. Motion carried.

**SUMMERSET POLICE OFFICER ATTRACTION AND RETENTION PLAN**

**Motion** by Hirsch, second by Butler to open discussion. Motion carried.

Police Chief, Rich Nasser, explained that this is something that we could roll out city wide and suggested that it be tabled until January when we can have actual numbers that the retention plan would cost.

**Motion** by Kitzmiller, second by Reade to close discussion with no action taken. Motion carried.

**ADOPT ORDINANCE 2023-20 – SUPPLEMENTAL APPROPRIATION**

**Motion** by Kitzmiller, second by Reade, to approve Ordinance 2023-20. Motion carried.

**APPLICATION AND CERTIFICATE FOR PAYMENT – WWTP EXPANSION**

**Motion** by Butler, second by Hirsch to approve application and certificate #9 for payment. Motion carried.

**FINAL PLAT NEW LEAF LLC – RESOLUTION 2023-17**

**Motion** by Butler, second by Reade to pass Resolution 2023-17, as recommended by the Planning and Zoning Board. Motion carried.

**HDR 2024 GENERAL ENGINEERING SERVICES – TASK ORDER**

**Motion** by Kitzmiller, second by Reade to approve HDR Task Order 2024 General Engineering Services. Motion carried.

**CITIZENS INPUT**

None.

**UPCOMING EVENTS:**

City Offices will be closed December 25<sup>th</sup> and 26<sup>th</sup> per the State in observance of Christmas Day.

City Offices will be closed Monday, January 1<sup>st</sup> in observation of New Year's Day.

**ITEMS FROM CITY ATTORNEY**

No executive session.

**ADJOURNMENT**

**Motion** by Kitzmiller, second by Hirsch, to adjourn at 6:43 p.m. Motion carried.

(SEAL)

ATTEST:

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Stephany Baumeister  
Finance Officer

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Melanie Torno  
Mayor

Published once December \_\_\_\_, 2023, at a cost of \$\_\_\_\_\_.

**SUMMERSET CITY COMMISSION  
SPECIAL MEETING  
THURSDAY, DECEMBER 28th, 2023 @ 7:15 A.M.  
SUMMERSET MUNICIPAL BUILDING  
7055 LEISURE LANE, SUMMERSET SD**

Mayor Torno called the Special Meeting to order at 7:15 a.m. Commissioners Butler, Hirsch, and Kitzmiller were present. Kitzmiller arriving at 7:20 a.m. The City Administrator and Finance Officer were also present.

Mayor Torno led the Pledge of Allegiance.

Commissioner Butler gave the invocation.

**ITEMS FROM CITY ATTORNEY**

**Motion** by Butler, second by Hirsch to go into executive session per SDCL 1-25-2 for discussing legal, economic development and personnel matters at 7:18 a.m. Motion carried.

**Motion** by Hirsch, second by Butler to go out of executive session and return to regular session at 7:41 a.m. Motion carried.

**Motion** by Butler, second by Kitzmiller to amend the December 28<sup>th</sup>, 2023, agenda to add item 3 A) – Amending Agenda. Motion carried.

**Motion** by Butler, second by Hirsch to approve the agenda for the Special Commission Meeting of the Summerset City Commission for December 28<sup>th</sup>, 2023. Motion carried.

**RESIGNATION LETTER S. READE**

**Motion** by Butler, second by Kitzmiller to accept S. Reade resignation letter. Motion carried.

**POLICE DEPARTMENT – S. JOHNSON**

**Motion** by Kitzmiller, second by Hirsch to open discussion. Motion carried.

**Motion** by Hirsch, second by Kitzmiller to close discussion. Motion carried.

**Motion** by Butler, second by Kitzmiller to approve \$3,500 Bonus for Scott Johnson. Motion carried.

**APPROVAL OF CLAIMS**

**Motion** by Hirsch, second by Kitzmiller to approve the claims and hand checks in the amount of \$8,464.93 from for end of FY2023, as presented or amended. Motion carried.

**GEN PRO QUOTE**

**Motion** by Kitzmiller, second by Hirsch to open discussion. Motion carried.

City Administrator explained the generator is in stock but our amps need to be increased to 600 amps. The cost will be around \$12,000 to increase our amps for the generator.

**Motion** by Hirsch, second by Butler to close discussion. Motion carried

**Motion** by Butler, second by Kitzmiller to approve the full amount for Gen Pro Quote. Motion carried.

**CITIZEN INPUT**

None.

**ADJOURNMENT**

**Motion** by Kitzmiller, second by Hirsch, to adjourn at 7:51 a.m. Motion carried.

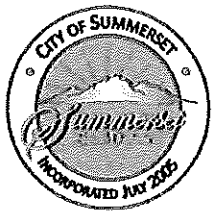
(SEAL)

ATTEST:

\_\_\_\_\_  
Stephany Baumeister  
Finance Officer

\_\_\_\_\_  
Melanie Torno  
Mayor

Published once \_\_\_\_\_, \_\_\_\_\_ at a cost of \$\_\_\_\_\_.



City of Summerset, SD

# Payable Register

## Payable Detail by Vendor Name

Packet: APPKT00039 - PYPKT00070 - December 2023 Payroll

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

**Vendor: 0322 - AFLAC Remittance Processing** **Vendor Total: 96.72**

<u>INV0000076</u>	Invoice	12/28/2023	12/28/2023	12/28/2023	12/28/2023	96.72	0.00	0.00	0.00	96.72
AFLAC Disability					No					
									Bank Draft:	DFT0000086

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

**Distributions**

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

**Vendor: 1952 - Child Support Payment Center** **Vendor Total: 517.00**

<u>INV0000077</u>	Invoice	12/28/2023	12/28/2023	12/28/2023	12/28/2023	517.00	0.00	0.00	0.00	517.00
Child Support Garnishment					No					
									Bank Draft:	DFT0000086

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Child Support Garnishment	NA	0.00	0.00	517.00	0.00	0.00	0.00	517.00

**Distributions**

Account Number	Account Name	Project Account Key	Amount	Percent
<u>998-0000-21810</u>	Garnishment Payable		517.00	0%

**Vendor: 0011 - SDRS** **Vendor Total: 8,813.36**

<u>INV0000078</u>	Invoice	12/28/2023	12/28/2023	12/28/2023	12/28/2023	4,326.38	0.00	0.00	0.00	4,326.38
SDRS 6%					No					
									Bank Draft:	DFT0000087

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
SDRS 6%	NA	0.00	0.00	4,326.38	0.00	0.00	0.00	4,326.38

**Distributions**

Account Number	Account Name	Project Account Key	Amount	Percent
<u>211-0000-21910</u>	SDRS Payable		199.08	0%
<u>101-0000-21910</u>	SDRS Payable		2,637.32	0%
<u>604-0000-21910</u>	SDRS Payable		1,489.98	0%

<u>INV0000079</u>	Invoice	12/28/2023	12/28/2023	12/28/2023	12/28/2023	4,486.98	0.00	0.00	0.00	4,486.98
SDRS 8%					No					
									Bank Draft:	DFT0000088

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
SDRS 8%	NA	0.00	0.00	4,486.98	0.00	0.00	0.00	4,486.98

**Distributions**

Account Number	Account Name	Project Account Key	Amount	Percent
<u>101-0000-21910</u>	SDRS Payable		4,486.98	0%

**Vendor: 1022 - SDRS-SUPPLEMENTAL RETIREMENT PLAN (SDSRP)** **Vendor Total: 575.00**

<u>INV0000080</u>	Invoice	12/28/2023	12/28/2023	12/28/2023	12/28/2023	575.00	0.00	0.00	0.00	575.00
SDRS Supplemental					No					
									Bank Draft:	DFT0000086

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
SDRS Supplemental	NA	0.00	0.00	575.00	0.00	0.00	0.00	575.00

**Distributions**

Account Number	Account Name	Project Account Key	Amount	Percent
<u>101-0000-21910</u>	SDRS Payable		420.01	0%
<u>604-0000-21910</u>	SDRS Payable		154.99	0%

Payable Register

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

Vendor: 0128 - United States Treasury Vendor Total: 15,696.37

INV0000081	Invoice	12/28/2023	12/28/2023	12/28/2023	12/28/2023	5,053.33	0.00	0.00	0.00	5,053.33
Federal W/H		BANKEFT - BANK WEST EFT			No	Payment Date: 12/28/2023		Bank Draft:		DFT0000089

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Federal W/H	NA	0.00	0.00	5,053.33	0.00	0.00	0.00	5,053.33

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
<u>211-0000-21710</u>	Payroll Tax Payable		181.60	0%
<u>604-0000-21710</u>	Payroll Tax Payable		616.87	0%
<u>101-0000-21710</u>	Payroll Tax Payable		4,254.86	0%

INV0000082	Invoice	12/28/2023	12/28/2023	12/28/2023	12/28/2023	8,625.70	0.00	0.00	0.00	8,625.70
Social Security		BANKEFT - BANK WEST EFT			No	Payment Date: 12/28/2023		Bank Draft:		DFT0000090

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Social Security	NA	0.00	0.00	8,625.70	0.00	0.00	0.00	8,625.70

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
<u>211-0000-21710</u>	Payroll Tax Payable		203.52	0%
<u>604-0000-21710</u>	Payroll Tax Payable		1,408.18	0%
<u>101-0000-21710</u>	Payroll Tax Payable		7,014.00	0%

INV0000083	Invoice	12/28/2023	12/28/2023	12/28/2023	12/28/2023	2,017.34	0.00	0.00	0.00	2,017.34
Medicare		BANKEFT - BANK WEST EFT			No	Payment Date: 12/28/2023		Bank Draft:		DFT0000091

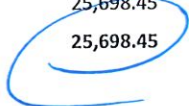
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Medicare	NA	0.00	0.00	2,017.34	0.00	0.00	0.00	2,017.34

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
<u>211-0000-21710</u>	Payroll Tax Payable		47.60	0%
<u>101-0000-21710</u>	Payroll Tax Payable		1,640.44	0%
<u>604-0000-21710</u>	Payroll Tax Payable		329.30	0%

### Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	8	25,698.45	0.00	0.00	0.00	25,698.45	24,606.45	1,092.00
	<b>Grand Total:</b>	25,698.45	0.00	0.00	0.00	25,698.45	24,606.45	1,092.00





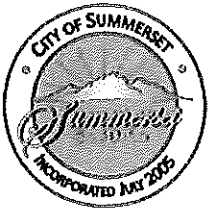
### Account Summary

<u>Account</u>	<u>Name</u>	<u>Amount</u>
<u>101-0000-21710</u>	Payroll Tax Payable	12,909.30
<u>101-0000-21910</u>	SDRS Payable	7,544.31
<b>Total:</b>		<b>20,453.61</b>

<u>Account</u>	<u>Name</u>	<u>Amount</u>
<u>211-0000-21710</u>	Payroll Tax Payable	432.72
<u>211-0000-21910</u>	SDRS Payable	199.08
<b>Total:</b>		<b>631.80</b>

<u>Account</u>	<u>Name</u>	<u>Amount</u>
<u>604-0000-21710</u>	Payroll Tax Payable	2,354.35
<u>604-0000-21910</u>	SDRS Payable	1,644.97
<b>Total:</b>		<b>3,999.32</b>

<u>Account</u>	<u>Name</u>	<u>Amount</u>
<u>998-0000-21810</u>	Garnishment Payable	517.00
<u>998-0000-21840</u>	Accident Insurance	96.72
<b>Total:</b>		<b>613.72</b>



City of Summerset, SD

# Payable Register

## Payable Detail by Vendor Name

Packet: APPKT00041 - 01.04.2023 Invoices

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

Vendor: 1111 - Ambrose, Jonathan Vendor Total: 550.00

<u>2024-01</u>	Invoice	1/4/2024	1/4/2024	1/4/2024	1/4/2024	50.00	0.00	0.00	0.00	50.00
Cell Phone Stipend		BANKW - BANK WEST			No					

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

Distributions		Project Account Key	Amount	Percent
Account Number	Account Name			
<u>604-4000-42810</u>	Phone		50.00	100.00%

<u>2024-01 UA</u>	Invoice	1/4/2024	1/4/2024	1/4/2024	1/4/2024	500.00	0.00	0.00	0.00	500.00
Uniform Allowance		BANKW - BANK WEST			No					

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Uniform Allowance	NA	0.00	0.00	500.00	0.00	0.00	0.00	500.00

Distributions		Project Account Key	Amount	Percent
Account Number	Account Name			
<u>604-4000-42850</u>	Uniform Allowance		500.00	100.00%

Vendor: 1808 - Anglin, Mitch Vendor Total: 550.00

<u>2024-01</u>	Invoice	1/4/2024	1/4/2024	1/4/2024	1/4/2024	50.00	0.00	0.00	0.00	50.00
Cell Phone Stipend		BANKW - BANK WEST			No					

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

Distributions		Project Account Key	Amount	Percent
Account Number	Account Name			
<u>101-4310-42810</u>	Phone		50.00	100.00%

<u>2024-01 UA</u>	Invoice	1/4/2024	1/4/2024	1/4/2024	1/4/2024	500.00	0.00	0.00	0.00	500.00
Uniform Allowance		BANKW - BANK WEST			No					

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Uniform Allowance	NA	0.00	0.00	500.00	0.00	0.00	0.00	500.00

Distributions		Project Account Key	Amount	Percent
Account Number	Account Name			
<u>101-4310-42850</u>	Uniform Allowance		500.00	100.00%

Vendor: 1363 - Axon Enterprise, Inc. Vendor Total: 6,492.90

<u>INUS214799</u>	Invoice	1/4/2024	1/4/2024	1/4/2024	1/4/2024	6,492.90	0.00	0.00	0.00	6,492.90
license, body cam and AB3 camera bundles		BANKW - BANK WEST			No					

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
license, body cam and AB3 camera bun	NA	0.00	0.00	6,492.90	0.00	0.00	0.00	6,492.90

Distributions		Project Account Key	Amount	Percent
Account Number	Account Name			
<u>101-4210-42202</u>	Axon BWC		6,492.90	100.00%

Vendor: 1866 - Baumeister, Stephany Vendor Total: 50.00

<u>2024-01</u>	Invoice	1/4/2024	1/4/2024	1/4/2024	1/4/2024	50.00	0.00	0.00	0.00	50.00
Cell Phone Stipend		BANKW - BANK WEST			No					

Payable Register

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description		Bank Code	On Hold							
Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
Cell Phone Stipend	NA	0.00	0.00	50.00	0.00	0.00	0.00	50.00		
Distributions										
Account Number	Account Name	Project Account Key	Amount	Percent						
101-4140-42810	Phone		50.00	100.00%						

Vendor: 1906 - Birgen, Nicholin Vendor Total: 50.00

2024-01	Invoice	1/4/2024	1/4/2024	1/4/2024	1/4/2024	50.00	0.00	0.00	0.00	50.00
Cell Phone Stipend		BANKW - BANK WEST			No					
Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
Cell Phone Stipend	NA	0.00	0.00	50.00	0.00	0.00	0.00	50.00		
Distributions										
Account Number	Account Name	Project Account Key	Amount	Percent						
101-4140-42810	Phone		50.00	100.00%						

Vendor: 0095 - Butler, Dave Vendor Total: 50.00

2024-01	Invoice	1/4/2024	1/4/2024	1/4/2024	1/4/2024	50.00	0.00	0.00	0.00	50.00
Cell Phone Stipend		BANKW - BANK WEST			No					
Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
Cell Phone Stipend	NA	0.00	0.00	50.00	0.00	0.00	0.00	50.00		
Distributions										
Account Number	Account Name	Project Account Key	Amount	Percent						
101-4110-42810	Phone		50.00	100.00%						

Vendor: 1957 - Complete HVAC Service & installation LLC Vendor Total: 3,257.88

10101	Invoice	1/4/2024	1/4/2024	1/4/2024	1/4/2024	3,257.88	0.00	0.00	0.00	3,257.88
WWTP Water Heater Replacement		BANKW - BANK WEST			No					
Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
WWTP Water Heater Replacement	NA	0.00	0.00	3,257.88	0.00	0.00	0.00	3,257.88		
Distributions										
Account Number	Account Name	Project Account Key	Amount	Percent						
604-4000-42500	Repair/Maint Expense		3,257.88	100.00%						

Vendor: 1784 - DANR Vendor Total: 2,600.00

SD0027758	Invoice	1/4/2024	1/4/2024	1/4/2024	1/4/2024	2,500.00	0.00	0.00	0.00	2,500.00
SD0027758 Permit		BANKW - BANK WEST			No					
Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
SD0027758 Permit	NA	0.00	0.00	2,500.00	0.00	0.00	0.00	2,500.00		
Distributions										
Account Number	Account Name	Project Account Key	Amount	Percent						
604-4000-42640	Permits/Penalties		2,500.00	100.00%						

Vendor: SDR10P336 Vendor Total: 100.00

SDR10P336	Invoice	1/4/2024	1/4/2024	1/4/2024	1/4/2024	100.00	0.00	0.00	0.00	100.00
SDR10P336 Permit		BANKW - BANK WEST			No					
Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
SDR10P336 Permit	NA	0.00	0.00	100.00	0.00	0.00	0.00	100.00		
Distributions										
Account Number	Account Name	Project Account Key	Amount	Percent						
604-4000-42640	Permits/Penalties		100.00	100.00%						

Vendor: 1813 - Davis, Owen Vendor Total: 550.00

Payable Register

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
2024-01	Invoice	1/4/2024	1/4/2024	1/4/2024	1/4/2024	50.00	0.00	0.00	0.00	50.00
Cell Phone Stipend					No					

Items

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

Distributions

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

2024-01 UA	Invoice	1/4/2024	1/4/2024	1/4/2024	1/4/2024	500.00	0.00	0.00	0.00	500.00
Uniform Allowance					No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Uniform Allowance	NA	0.00	0.00	500.00	0.00	0.00	0.00	500.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
604-4000-42850	Uniform Allowance		500.00	100.00%

Vendor: 0468 - Delta Dental

Vendor Total: 949.80

1898507	Invoice	1/4/2024	1/4/2024	1/4/2024	1/4/2024	949.80	0.00	0.00	0.00	949.80
Employee Dental Coverage					No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Employee Dental Coverage	NA	0.00	0.00	949.80	0.00	0.00	0.00	949.80

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
998-0000-21800	Dental & Vision Ins Payable		949.80	100.00%

Vendor: 1369 - Greenapsis

Vendor Total: 345.80

76	Invoice	1/4/2024	1/4/2024	1/4/2024	1/4/2024	345.80	0.00	0.00	0.00	345.80
Gov't Building Janitorial					No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Gov't Building Janitorial	NA	0.00	0.00	345.80	0.00	0.00	0.00	345.80

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
101-4192-42200	Prof Fees Expense		320.00	92.54%
101-4192-42600	Supply/Material Exp		25.80	7.46%

Vendor: 0041 - Health Pool of SD

Vendor Total: 15,816.65

2023-6089	Invoice	1/4/2024	1/4/2024	1/4/2024	1/4/2024	15,816.65	0.00	0.00	0.00	15,816.65
Employee Health Premiums					No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Employee Health Premiums	NA	0.00	0.00	15,816.65	0.00	0.00	0.00	15,816.65

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
998-0000-21830	Medical Ins Payable		15,816.65	100.00%

Vendor: 1513 - Hirsch, Clyde

Vendor Total: 50.00

2024-01	Invoice	1/4/2024	1/4/2024	1/4/2024	1/4/2024	50.00	0.00	0.00	0.00	50.00
Cell Phone Stipend					No					

Payable Register

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
<b>Items</b>										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Cell Phone Stipend	NA		0.00	0.00	50.00	0.00	0.00	0.00	50.00	
<b>Distributions</b>										
Account Number	Account Name	Project Account Key	Amount	Percent						
101-4110-42810	Phone		50.00	100.00%						

<b>Vendor: 1694 - IBM</b>										<b>Vendor Total:</b>	<b>864.00</b>
4306775	Invoice	1/4/2024	1/4/2024	1/4/2024	1/4/2024	864.00	0.00	0.00	0.00	864.00	
MaaS360 Essential Suite		BANKW - BANK WEST			No						

<b>Items</b>										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
MaaS360 Essential Suite	NA		0.00	0.00	864.00	0.00	0.00	0.00	864.00	
<b>Distributions</b>										
Account Number	Account Name	Project Account Key	Amount	Percent						
101-4192-42200	Prof Fees Expense		864.00	100.00%						

<b>Vendor: 1622 - Johnson, Scott</b>										<b>Vendor Total:</b>	<b>400.00</b>
2024-01	Invoice	1/4/2024	1/4/2024	1/4/2024	1/4/2024	400.00	0.00	0.00	0.00	400.00	
Uniform Allowance		BANKW - BANK WEST			No						

<b>Items</b>										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Uniform Allowance	NA		0.00	0.00	400.00	0.00	0.00	0.00	400.00	
<b>Distributions</b>										
Account Number	Account Name	Project Account Key	Amount	Percent						
101-4210-42850	Uniform Allowance		400.00	100.00%						

<b>Vendor: 1936 - Jonas, Corey</b>										<b>Vendor Total:</b>	<b>400.00</b>
2024-01	Invoice	1/4/2024	1/4/2024	1/4/2024	1/4/2024	400.00	0.00	0.00	0.00	400.00	
Uniform Allowance		BANKW - BANK WEST			No						

<b>Items</b>										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Uniform Allowance	NA		0.00	0.00	400.00	0.00	0.00	0.00	400.00	
<b>Distributions</b>										
Account Number	Account Name	Project Account Key	Amount	Percent						
101-4210-42850	Uniform Allowance		400.00	100.00%						

<b>Vendor: 1566 - JUSO, COLTON</b>										<b>Vendor Total:</b>	<b>400.00</b>
2024-01	Invoice	1/4/2024	1/4/2024	1/4/2024	1/4/2024	400.00	0.00	0.00	0.00	400.00	
Uniform Allowance		BANKW - BANK WEST			No						

<b>Items</b>										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Uniform Allowance	NA		0.00	0.00	400.00	0.00	0.00	0.00	400.00	
<b>Distributions</b>										
Account Number	Account Name	Project Account Key	Amount	Percent						
101-4210-42850	Uniform Allowance		400.00	100.00%						

<b>Vendor: 0324 - Kayl, Anthony</b>										<b>Vendor Total:</b>	<b>550.00</b>
2024-01	Invoice	1/4/2024	1/4/2024	1/4/2024	1/4/2024	50.00	0.00	0.00	0.00	50.00	
Cell Phone Stipend		BANKW - BANK WEST			No						

<b>Items</b>										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Cell Phone Stipend	NA		0.00	0.00	50.00	0.00	0.00	0.00	50.00	
<b>Distributions</b>										
Account Number	Account Name	Project Account Key	Amount	Percent						
101-4310-42810	Phone		50.00	100.00%						

Payable Register

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
2024-01 UA	Invoice	1/4/2024	1/4/2024	1/4/2024	1/4/2024	500.00	0.00	0.00	0.00	500.00
Uniform Allowance					No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Uniform Allowance	NA	0.00	0.00	500.00	0.00	0.00	0.00	500.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
101-4310-42850	Uniform Allowance		500.00	100.00%

Vendor: 1103 - Kitzmiller, Michael

Vendor Total: 50.00

2024-01	Invoice	1/4/2024	1/4/2024	1/4/2024	1/4/2024	50.00	0.00	0.00	0.00	50.00
Cell Phone Stipend					No					

Items

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

Distributions

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

Vendor: 1787 - Macrander, Matthew

Vendor Total: 400.00

2024-01	Invoice	1/4/2024	1/4/2024	1/4/2024	1/4/2024	400.00	0.00	0.00	0.00	400.00
Uniform Allowance					No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Uniform Allowance	NA	0.00	0.00	400.00	0.00	0.00	0.00	400.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
101-4210-42850	Uniform Allowance		400.00	100.00%

Vendor: 1894 - McComb Services

Vendor Total: 4,125.00

2304	Invoice	1/4/2024	1/4/2024	1/4/2024	1/4/2024	4,125.00	0.00	0.00	0.00	4,125.00
Contract IT Service					No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Contract IT Service	NA	0.00	0.00	4,125.00	0.00	0.00	0.00	4,125.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
101-4192-42200	Prof Fees Expense		4,125.00	100.00%

Vendor: 1101 - Meade County Auditor

Vendor Total: 4,419.85

2024-01	Invoice	1/4/2024	1/4/2024	1/4/2024	1/4/2024	4,419.85	0.00	0.00	0.00	4,419.85
November PD Dispatch Fees					No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
November PD Dispatch Fees	NA	0.00	0.00	4,419.85	0.00	0.00	0.00	4,419.85

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
101-4210-42820	Dispatch Expense		4,419.85	100.00%

Vendor: 1730 - Nasser, Rich

Vendor Total: 400.00

2024-01	Invoice	1/4/2024	1/4/2024	1/4/2024	1/4/2024	400.00	0.00	0.00	0.00	400.00
Uniform Allowance					No					

Payable Register

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description		Bank Code		On Hold						
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Uniform Allowance	NA		0.00	0.00	400.00	0.00	0.00	0.00	400.00	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
101-4210-42850	Uniform Allowance				400.00	100.00%				

Vendor: 1580 - Rapid City Fire Department Vendor Total: 32,172.32

2023-12 Invoice 1/4/2024 1/4/2024 1/4/2024 1/4/2024 32,172.32 0.00 0.00 0.00 32,172.32

Jan 1 - Dec 31, 2023 Ambulance Contract BANKW - BANK WEST No

Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Jan 1 - Dec 31, 2023 Ambulance Contra	NA		0.00	0.00	32,172.32	0.00	0.00	0.00	32,172.32	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
101-4220-42900	Other Expense				32,172.32	100.00%				

Vendor: 1291 - RCS Construction Inc Vendor Total: 483,864.16

#10 Invoice 1/4/2024 1/4/2024 1/4/2024 1/4/2024 483,864.16 0.00 0.00 0.00 483,864.16

WWTP Pay Application #10 BANKW - BANK WEST No

Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
WWTP Pay Application #10	NA		0.00	0.00	483,864.16	0.00	0.00	0.00	483,864.16	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
502-4850-48500	Construction Costs				483,864.16	100.00%				

Vendor: 1732 - Schieffer, Lisa Vendor Total: 50.00

2024-01 Invoice 1/4/2024 1/4/2024 1/4/2024 1/4/2024 50.00 0.00 0.00 0.00 50.00

Cell Phone Stipend BANKW - BANK WEST No

Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Cell Phone Stipend	NA		0.00	0.00	50.00	0.00	0.00	0.00	50.00	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
101-4140-42810	Phone				50.00	100.00%				

Vendor: 1328 - Servall Uniform & Linen Supply Vendor Total: 184.26

Q864844 Invoice 1/4/2024 1/4/2024 1/4/2024 1/4/2024 184.26 0.00 0.00 0.00 184.26

Gov't Building Janitorial BANKW - BANK WEST No

Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Gov't Building Janitorial	NA		0.00	0.00	184.26	0.00	0.00	0.00	184.26	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
101-4192-42200	Prof Fees Expense				184.26	100.00%				

Vendor: 1900 - Siferd, Kaleb Vendor Total: 400.00

2024-01 Invoice 1/4/2024 1/4/2024 1/4/2024 1/4/2024 400.00 0.00 0.00 0.00 400.00

Uniform Allowance BANKW - BANK WEST No

Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Uniform Allowance	NA		0.00	0.00	400.00	0.00	0.00	0.00	400.00	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
101-4210-42850	Uniform Allowance				400.00	100.00%				

Payable Register

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
<b>Vendor: 1820 - Smith, Jeff</b>										<b>Vendor Total: 550.00</b>
<u>2024-01</u>	Invoice	1/4/2024	1/4/2024	1/4/2024	1/4/2024	50.00	0.00	0.00	0.00	50.00
Cell Phone Stipend	BANKW - BANK WEST				No					
<b>Items</b>										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Cell Phone Stipend	NA		0.00	0.00	50.00	0.00	0.00	0.00	50.00	
<b>Distributions</b>										
Account Number	Account Name		Project Account Key		Amount	Percent				
<u>101-4310-42810</u>	Phone				50.00	100.00%				
<b>2024-01 UA</b>										<b>Vendor Total: 500.00</b>
Uniform Allowance	Invoice	1/4/2024	1/4/2024	1/4/2024	1/4/2024	500.00	0.00	0.00	0.00	500.00
	BANKW - BANK WEST				No					
<b>Items</b>										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Uniform Allowance	NA		0.00	0.00	500.00	0.00	0.00	0.00	500.00	
<b>Distributions</b>										
Account Number	Account Name		Project Account Key		Amount	Percent				
<u>101-4310-42850</u>	Uniform Allowance				500.00	100.00%				
<b>Vendor: 1729 - Torno, Melanie</b>										<b>Vendor Total: 50.00</b>
<u>2024-01</u>	Invoice	1/4/2024	1/4/2024	1/4/2024	1/4/2024	50.00	0.00	0.00	0.00	50.00
Cell Phone Stipend	BANKW - BANK WEST				No					
<b>Items</b>										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Cell Phone Stipend	NA		0.00	0.00	50.00	0.00	0.00	0.00	50.00	
<b>Distributions</b>										
Account Number	Account Name		Project Account Key		Amount	Percent				
<u>101-4120-42810</u>	Phone				50.00	100.00%				
<b>Vendor: 0128 - United Stated Treasury</b>										<b>Vendor Total: 1,380.50</b>
<u>INV0000084</u>	Invoice	12/29/2023	12/29/2023	12/29/2023	12/29/2023	845.00	0.00	0.00	0.00	845.00
Federal W/H	BANKEFT - BANK WEST EFT				No	Payment Date: 12/29/2023				Bank Draft: DFT0000092
<b>Items</b>										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Federal W/H	NA		0.00	0.00	845.00	0.00	0.00	0.00	845.00	
<b>Distributions</b>										
Account Number	Account Name		Project Account Key		Amount	Percent				
<u>101-0000-21710</u>	Payroll Tax Payable				845.00	0%				
<b>INV0000085</b>										<b>Vendor Total: 434.00</b>
Social Security	Invoice	12/29/2023	12/29/2023	12/29/2023	12/29/2023	434.00	0.00	0.00	0.00	434.00
	BANKEFT - BANK WEST EFT				No	Payment Date: 12/29/2023				Bank Draft: DFT0000093
<b>Items</b>										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Social Security	NA		0.00	0.00	434.00	0.00	0.00	0.00	434.00	
<b>Distributions</b>										
Account Number	Account Name		Project Account Key		Amount	Percent				
<u>101-0000-21710</u>	Payroll Tax Payable				434.00	0%				
<b>INV0000086</b>										<b>Vendor Total: 101.50</b>
Medicare	Invoice	12/29/2023	12/29/2023	12/29/2023	12/29/2023	101.50	0.00	0.00	0.00	101.50
	BANKEFT - BANK WEST EFT				No	Payment Date: 12/29/2023				Bank Draft: DFT0000094
<b>Items</b>										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Medicare	NA		0.00	0.00	101.50	0.00	0.00	0.00	101.50	
<b>Distributions</b>										
Account Number	Account Name		Project Account Key		Amount	Percent				
<u>101-0000-21710</u>	Payroll Tax Payable				101.50	0%				
<b>Vendor: 1024 - USA Bluebook</b>										<b>Vendor Total: 277.83</b>



Payable Register

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
<u>INV00215402</u>	Invoice	1/4/2024	1/4/2024	1/4/2024	1/4/2024	71.05	0.00	0.00	0.00	71.05
Pyrex Economy Cylinder					No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Pyrex Economy Cylinder	NA	0.00	0.00	71.05	0.00	0.00	0.00	71.05

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
<u>604-4000-42630</u>	Chemicals and Lab Supplies		71.05	100.00%

<u>INV00215419</u>	Invoice	1/4/2024	1/4/2024	1/4/2024	1/4/2024	206.78	0.00	0.00	0.00	206.78
BOD Bottles, gloves, ccylinder					No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BOD Bottles, gloves, ccylinder	NA	0.00	0.00	206.78	0.00	0.00	0.00	206.78

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
<u>604-4000-42630</u>	Chemicals and Lab Supplies		206.78	100.00%

Vendor: 1663 - Western Mailers

Vendor Total: 593.79

<u>80710</u>	Invoice	1/4/2024	1/4/2024	1/4/2024	1/4/2024	593.79	0.00	0.00	0.00	593.79
Mail Magnets and Txt my Gov Flyers					No					

Items

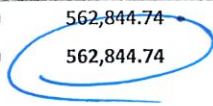
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Mail Magnets and Txt my Gov Flyers	NA	0.00	0.00	593.79	0.00	0.00	0.00	593.79

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
<u>101-4320-42150</u>	Postage		593.79	100.00%

### Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	42	562,844.74	0.00	0.00	0.00	562,844.74	1,380.50	561,464.24
<b>Grand Total:</b>		562,844.74	0.00	0.00	0.00	562,844.74	1,380.50	561,464.24



### Account Summary

<u>Account</u>	<u>Name</u>	<u>Amount</u>
<u>101-0000-21710</u>	Payroll Tax Payable	1,380.50
<u>101-4110-42810</u>	Phone	150.00
<u>101-4120-42810</u>	Phone	50.00
<u>101-4140-42810</u>	Phone	150.00
<u>101-4192-42200</u>	Prof Fees Expense	5,493.26
<u>101-4192-42600</u>	Supply/Material Exp	25.80
<u>101-4210-42202</u>	Axon BWC	6,492.90
<u>101-4210-42820</u>	Dispatch Expense	4,419.85
<u>101-4210-42850</u>	Uniform Allowance	2,400.00
<u>101-4220-42900</u>	Other Expense	32,172.32
<u>101-4310-42810</u>	Phone	150.00
<u>101-4310-42850</u>	Uniform Allowance	1,500.00
<u>101-4320-42150</u>	Postage	593.79
<b>Total:</b>		<b>54,978.42</b>

<u>Account</u>	<u>Name</u>	<u>Amount</u>
<u>502-4850-48500</u>	Construction Costs	483,864.16
<b>Total:</b>		<b>483,864.16</b>

<u>Account</u>	<u>Name</u>	<u>Amount</u>
<u>604-4000-42500</u>	Repair/Maint Expense	3,257.88
<u>604-4000-42630</u>	Chemicals and Lab Supplies	277.83
<u>604-4000-42640</u>	Permits/Penalties	2,600.00
<u>604-4000-42810</u>	Phone	100.00
<u>604-4000-42850</u>	Uniform Allowance	1,000.00
<b>Total:</b>		<b>7,235.71</b>

<u>Account</u>	<u>Name</u>	<u>Amount</u>
<u>998-0000-21800</u>	Dental & Vision Ins Payable	949.80
<u>998-0000-21830</u>	Medical Ins Payable	15,816.65
<b>Total:</b>		<b>16,766.45</b>

# **December 2023 Waste Water Commissioner Report**

## **Meetings and Business**

Attend 2 Commission Meetings

Attend 3 Special Meetings

Normal Calls, Visits, and emails

## **Waste Water Treatment**

- Plant is running good this month, no violations
- Decanter issue still on going, waiting for replacement part, 2 more weeks
- Construction scheduled delay till July 2024 because of delay on electronic components
- Still working the purchase of all land around plant instead of part, negotiating price
- Law Suite with Water Warriors still working on settlement

## **MISC**

- None

**MEETINGS**

- Attended 2 ( ) Commission Meetings
- Attended 1 ( ) Special Meetings.

**POLICE DEPARTMENT**

Dec 2nd Attended Cops & Kids Gift Wrapping  
12-14 Stopped in for visit with chief  
12-27 P & Z meeting  
12-29 Phone ~~call~~ visit with chief  
12-29 End of Month & Year meeting with Rich

## Required Report

Dec 2023 Commissioner Kitzmiller

### MEETINGS

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

### PUBLIC WORKS

Almost daily calls or text messages with Public Works Supervisor.

- Public Works Supervisor and I discussed the following:
- Mack garbage truck has been getting the job done. Still having some sensor issues.
- Looks like the new garbage truck is ready to be transported.
- 
- Parks Board is planning a meeting about the Leisure Lane property.
- Christmas Tree waste bins have been put in place.

Monitored my Facebook page.....providing information on Commissioner resignation.

# DECEMBER 2023 MAYOR REPORT

## COMMISSION MEETINGS

- \* Attended Two (2) Commission Meetings
- \* Attended Two (2) Special Meetings

## CITY DEVELOPMENT AND PLANNING

- \* Discussed Norman Ranch housing development with LSchieffer reviewed proposed developers agreement, and follow up emails and discussions
- \* Discussion with LSchieffer and TMorris regarding developer's agreement and TIF options for residential development
- \* Attended follow up meeting regarding grant opportunity for outdoor recreation and physical activity space
- \* Email and phone correspondence with Jim Poppen regarding grant opportunities for ground water study and mitigation
- \* Discussions (ongoing) with City Administrator regarding current developments, including zoning, platting, and future growth
- \* Ongoing discussions with LSchieffer regarding future developments, both residential and commercial developments
- \* Reviewed proposed developers agreement and follow up emails with items to be further discussed
- \* Email correspondence with BHartmann, engineer from FHU Engineering, regarding exit 48
- \* Email correspondence regarding development near Norman Ranch with LSchieffer and LShagla
- \* Email review from Respec and water/waste water study updates
- \* Meeting with DButler, JAmbrose, LSchieffer, BPowles, and JGingras regarding purchase of land near waste water treatment plant
- \* Email correspondence with MWheeler, TMorris, and LSchieffer regarding TIF and developers agreement
- \* Meeting with QAI-Haj with Senator Thune's office regarding federal monies for 2nd exit road in Sun Valley Estates and releasing federal deed on SDDOT land for future business use
- \* Email correspondence regarding FEMA information and 2nd exit for Sun Valley with SDDOT employees MCarlson, TSeaman, and Gramm and BHartmann from FHU Engineering
- \* Reviewed and signed multiple building permits

## **DEPARTMENT AND PERSONNEL INTERACTION**

- \* Correspondence of emails and documents from TWiezorek regarding development matters
- \* Phone conference with TWiezorek regarding development matters
- \* Email correspondence with MWheeler, AAnglin, and LSchieffer regarding SEDC agreement
- \* Email correspondence with all commissioners for special meetings
- \* Emails regarding developers agreement
- \* Email and phone correspondence with FEMA, LSchieffer, and LShagla regarding study plan for all of Meade County
- \* Discussion with SBaumeister regarding 2023 and 2024 budget
- \* Email correspondence and follow up conversation with LSchieffer, Chief Nasser, and DMcComb regarding park cameras
- \* Review of comprehensive overview of SEDC, as provided by AAnglin
- \* Follow up correspondence with MDoherty from FEMA
- \* Follow up correspondence with PReinhardt from FEMA
- \* Conversation with MWheeler regarding legal matters
- \* Conversation with Chief Nasser regarding legal matters
- \* Discussion with Chief Nasser regarding staffing and employee retention
- \* Email with Commissioner Reade regarding legal updates
- \* Email with Commissioner Kitzmiller regarding legal updates
- \* Phone call with Commissioner Hirsch regarding SEDC
- \* Email correspondence with Parks and Rec board president
- \* Meeting with Chief Nasser and MBordewyk regarding legal matters
- \* Email correspondence with DBrennenman, LSchieffer, and AKayl regarding land listing
- \* Phone call with MWheeler regarding FEMA
- \* Discussion with LSchieffer regarding magnet mailing and to include information regarding textmygov to be mailed to all residents
- \* Recruitment of Planning and Zoning board members, reviewed applications, and email with P&Z board president
- \* Discussion with LSchieffer regarding applications for Planning and Zoning and Parks and Rec Board
- \* Phone call with Commissioner Hirsch
- \* Received and reviewed Commissioner Reade's resignation letter
- \* Phone calls and email correspondence with MWheeler regarding vacancies and appointing commissioner
- \* Reviewed agenda request regarding possible developer's agreement



- \* Discussion with AKayl regarding garbage truck being involved in an accident during transport with follow up email updates
- \* Email correspondence with MWheeler, LSchieffer, AAnglin, and PVCC
- \* Email discussion with DMcComb, LSchieffer, and Chief Nasser regarding park camera issues and resolution
- \* Reviewed invoices for the month of December
- \* Reviewed financial information, including revenue and expenditure reports
- \* Reviewed policy changes for Police Department
- \* Discussions with LSchieffer regarding Christmas party
- \* Discussions with LSchieffer regarding grant opportunities and timelines
- \* Reviewed agenda for Commission meetings
- \* Approved and signed leave slips
- \* Reviewed Planning & Zoning Committee meeting via facebook live

#### MISC.

- \* Attended and participated in Shop with a Cop at Target and gift wrapping at Hillsvie Church
- \* Provided and attended annual lunch with City of Summerset staff
- \* Participated in judging the Christmas light contest in Summerset
- \* Phone call with citizen regarding FEMA study
- \* Follow up emails with Senator Thune's office
- \* Reviewed citizen emails through cityinfo
- \* Email correspondence with citizen regarding meeting schedules
- \* Email correspondence with multiple citizen regarding USGS ground water and follow up with FEMA study
- \* Email correspondence with LKendall from BHE regarding participation on the Citizen Advisory Board with follow up lunch meeting



City of  
**SUMMERSET**  
A GREAT PLACE TO CALL HOME

**Agenda Item Request Form**

This Request Form is required in the Finance Office no later than Monday at noon prior to the Thursday Commission Meeting (1st and 3rd Thursdays of the month). The City will contact you confirming the suitability and placement of the requested item. We encourage you to resolve any issues by contacting the Finance Office prior to requesting placement on the agenda.

PLEASE PRINT

Name ROD HOLMES Phone Number 605-390-6604  
Address 6900 EMERALD HTS RD, SUMMERSET, SD 57718

Item to be Discussed

POTENTIAL FOR DEVELOPERS AGREEMENT.

Signature Rod Holmes Date 12.22.23

# COMMUNITY PLANNING & DEVELOPMENT SERVICES

City of Summerset

12150 Siouxland Dr., 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** Lot 2 of the NW1/4 NE1/4 and Unplatted Land in the NE1/4 NE1/4, Section 9, Township 2 North, Range 7 East of the Black Hills Meridian, Meade County, SD

**PROPOSED** Tract 4 and Tract 5 of LeNora's Acres Subdivision

**LOCATION** Intersection of Peaceful Pines Road and Erickson Ranch Road

Size of Site-Acres 3.0 Acres Square Footage \_\_\_\_\_ Proposed Zoning \_\_\_\_\_

<b>DESCRIPTION OF REQUEST:</b> To Re-Plat Lot 2 and the Unplatted parcel into two tracts	Utilities: Private / Public
	Water Public
	Sewer

### APPLICANT

Name Darlene Gilby Phone 605-390-0787  
 Address 7393 Deadwood Ave. North E-mail \_\_\_\_\_  
 City, State, Zip Rapid City, SD 57702 Signature [Signature] Date 11/20/23  
**PROJECT PLANNER - AGENT**

Name D. C. Scott Surveyors, Inc. Phone 605-393-2400  
 Address 3153 Anderson Road E-mail surveyor@enetjs.net  
 City, State, Zip Rapid City, SD 57703 Signature [Signature] Date 11-19-23  
**OWNER OF RECORD (If different from applicant)**

Name \_\_\_\_\_ Phone \_\_\_\_\_  
 Address \_\_\_\_\_ E-mail \_\_\_\_\_  
 City, State, Zip \_\_\_\_\_

Property Owner Signature [Signature] Date 11/20/23 Property Owner Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_  
 Print Name: \_\_\_\_\_ Print Name: \_\_\_\_\_  
 Title\*: \_\_\_\_\_ Title\*: \_\_\_\_\_

\*required for Corporations, Partnerships, etc.

### FOR STAFF USE ONLY

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

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

Planning and Zoning Meeting Date: \_\_\_\_\_ Covenants filing fee? Yes  No   
 Commission Meeting Date: \_\_\_\_\_ Payment Type: Cash  Check  Credit Card   
 Date Paid: \_\_\_\_\_





**SURVEY PLAT OF**  
**TRACT 4 AND TRACT 5 OF LENORA'S ACRES SUBDIVISION**  
LOCATED IN THE N $\frac{1}{2}$ , NE $\frac{1}{4}$  OF SECTION 9,  
TOWNSHIP 2 NORTH, RANGE 7 EAST OF THE BLACK HILLS MERIDIAN,  
MEADE COUNTY, SOUTH DAKOTA.  
NOVEMBER, 2023

PREPARED BY:  
**D.G. Scott**  
SURVEYOR, INC.  
3153 ANDERSON ROAD  
RAPID CITY, SD 57703  
(605) 382-2499

PRELIMINARY  
FOR REVIEW  
SUBJECT TO REVISION  
PRINT DATE: 11/06/2023

COUNTY PLANNING DIRECTOR CERTIFICATE

I, the Director of Planning for Meade County, South Dakota, do hereby certify that I have reviewed this Plat and have approved this Plat as shown hereon.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Meade County  
Director of Planning

COUNTY AUDITOR'S CERTIFICATE

I, Auditor of Meade County, South Dakota, do hereby certify that the Director of Planning for Meade County, South Dakota has reviewed and approved this Final Plat as shown hereon.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Meade County Auditor

OWNER'S CERTIFICATE

I, Darlene Gilby, do hereby certify that I am the Owner of the land shown and described hereon, and that I did authorize and do join in and approve the survey and plat. I further certify that the development of this land shall conform to all existing applicable zoning, subdivision, and erosion and sediment control regulations.

IN WITNESS WHEREOF,  
I hereunto set my hand

this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
\_\_\_\_\_  
Darlene Gilby, Owner

ACKNOWLEDGEMENT OF OWNER

STATE OF SOUTH DAKOTA }  
COUNTY OF \_\_\_\_\_ } SS

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned officer, personally appeared Darlene Gilby, known to me to be the person who executed the foregoing Owners Certificate, and acknowledged to me that he executed the same for the purposes therein contained.

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

\_\_\_\_\_  
Notary Public my commission expires:

PLANNING BOARD

This plat has been approved by the Planning Board of Meade County, South Dakota.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Chair, Meade County  
Planning Board

Attest:  
\_\_\_\_\_  
Secretary

COUNTY EQUALIZATION DIRECTOR CERTIFICATE

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Meade County  
Equalization Director

CERTIFICATE OF HIGHWAY OR STREET AUTHORITY

Per SDCL 11-3-121 access to this property from the abutting Highway or Street is approved. Specific approach location and configuration must conform to all current Highway and/or Street regulations.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
\_\_\_\_\_  
Highway or Street Authority

CERTIFICATE OF REGISTER OF DEEDS

COUNTY TREASURER'S CERTIFICATE

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
\_\_\_\_\_  
Meade County Treasurer





Owner: Address GILBY, DARLENE  
 7393 DEADWOOD AVE NORTH  
 RAPID CITY SD 57702

Alternate ID: n/a  
 Class: NACS  
 Acreage: n/a

# Memo

Date: Friday, December 08, 2023

Project: Tract 4 & Tract 5 of Lenora's Acres Subdivision

To: Lisa Schieffer, City Administrator

From: HDR, Inc

Subject: Plat Review

## General

1. For the proposed lot sizes, Meade County Ordinance 20 requires 1 geotechnical bore of at least 15' in depth be completed by a geotechnical engineer. Findings shall be submitted to the City.
2. A letter of approval from the fire department shall be submitted to the City.
3. Provide proposed driveway locations for the proposed lots.
4. Provide proof of notification to all contiguous neighbors by Certified Mail Receipts.
5. For Final Plat remove "Survey" from the title.
6. Plat certificates need to match those in Summerset Ordinance 151.053.D. Highway/Streets authority for this plat will be Meade County.

## Water

7. Application indicated water would be provided by a public entity, who is providing the water? A letter from the water entity of their intent to provide service needs to be provided to the City.

## Sewer

8. The application did not indicate the sewer plan. ~~If septic systems are planned, Meade County subdivision ordinance requires documentation that soils and lot size of each lot would support a private sewage system meeting the requirements set forth by Meade County Ordinance 33.~~

## Drainage

9. Need to provide a drainage plan.



# 2024 MUNICIPAL ELECTION CALENDAR

The dates to the right are the only date options for annual municipal elections. **There are no other date options.** The school may request to combine with you on any of these dates. Both jurisdictions have to agree to combine. **If you intend to combine with the County for the June 4<sup>th</sup> Primary Election, you need to follow the City/School combining with the County Primary Election Calendar.** **The dates to the right do not reflect the dates you have to follow for a combined Primary Election on June 4<sup>th</sup>.**

	APRIL 9	JUNE 4	JUNE 18
	Second Tuesday in April (a school may combine with you on this date)	First Tuesday after the first Monday in June (may combine with School)	Must combine with the school on the third Tuesday in June
Deadline for the <b>governing board</b> to establish the election date if they choose a different date than the 2 <sup>nd</sup> Tuesday in April. ( <a href="#">9-13-1</a> & <a href="#">9-13-1.1</a> & <a href="#">9-13-1.2</a> & <a href="#">13-7-10</a> )	No later than January 14	No later than January 14	No later than January 14
Publish notice of vacancies and time and place for filing petitions each week for two consecutive weeks. ( <a href="#">9-13-6</a> , <a href="#">9-13-40</a> & <a href="#">05:02:04:06</a> & <a href="#">13-7-5</a> ) <b>(NOTE: confirm that all notices have been received and published by the paper: ask for a confirmation email)</b>	Between the dates of January 15 <sup>th</sup> & 30 <sup>th</sup>	Between the dates of Feb. 15 <sup>th</sup> & March 1 <sup>st</sup>	Between the dates of March 15 <sup>th</sup> & 30 <sup>th</sup>
Earliest date for candidate to sign the declaration of candidacy, to begin petition circulation and earliest date to file nominating petition. ( <a href="#">9-13-9</a> , <a href="#">9-13-40</a> , <a href="#">9-13-37</a> , <a href="#">13-7-6</a> ; <a href="#">05:02:08:13</a> and <a href="#">05:02:08:11</a> )	January 26 <sup>th</sup>	March 1 <sup>st</sup>	April 9 <sup>th</sup>
Deadline for filing nominating petition. If this is a <b>Friday</b> , please plan accordingly to be available to accept petitions. <b>Registered mail</b> is acceptable if postmarked by the deadline date and time. ( <a href="#">9-13-7</a> , <a href="#">9-13-40</a> , <a href="#">9-13-37</a> , <a href="#">13-7-6</a> )	<b>(FRIDAY)</b> Feb. 23 <sup>rd</sup> 5:00 pm	<b>(TUESDAY)</b> March 26 <sup>th</sup> 5:00 pm	<b>(FRIDAY)</b> May 10 <sup>th</sup> 5:00 pm
Deadline for submission of written request to withdraw candidate's name from nomination. <b>If you will not have an election, you DO NOT have to publish anything further or notify our office.</b> ( <a href="#">9-13-7.1</a> , <a href="#">13-7-7</a> & <a href="#">05:02:07:05</a> ) Remember to issue certificates of election. See page 2 for more info.	Feb. 23 <sup>rd</sup> 5:00 pm	March 26 <sup>th</sup> 5:00 pm	May 10 <sup>th</sup> 5:00 pm
Deadline for Candidates, in <b>first class municipalities only</b> , to file the <u>Candidate Financial Interest Statement</u> with the person in charge of the election. ( <a href="#">12-25-30</a> ) A sample form can be found at <a href="#">sdsos.gov</a> .	Within 15 days of filing nominating petition	Within 15 days of filing nominating petition	Within 15 days of filing nominating petition
Have you ordered your election kit? McLeod's Printing in Mitchell (605-996-5151) is the only company in SD that sells election kits. Check to see if you need to order absentee ballot combined envelopes. Absentee materials may not be included in the election kit. ( <a href="#">05:02:10:01:03</a> )	Order so you receive before absentee voting begins	Order so you receive before absentee voting begins	Order so you receive before absentee voting begins
Once you know you have an election, you must draw for candidate order on the ballot. Each candidate or candidate representative may be present. ( <a href="#">9-13-21</a> )	Draw after petition filing deadline	Draw after petition filing deadline	Draw after petition filing deadline
Have your governing board appoint your Election Board. ( <a href="#">9-13-16.1</a> & <a href="#">05:02:05:11.01</a> ). You may use high school seniors ( <i>must be 18 years old</i> ). ( <a href="#">13-27-6.1</a> ) Compensation for the election board. ( <a href="#">9-13-16.1</a> ) The county auditor may have election worker names.	Anytime	Anytime	Anytime
First publication of voter registration notice. Must be published for <b>two</b> consecutive weeks. ( <a href="#">12-4-5.2</a> & <a href="#">05:02:04:04</a> )	Between the dates of March 4 <sup>th</sup> & 8 <sup>th</sup>	Between the dates of April 29 <sup>th</sup> & May 3 <sup>rd</sup>	Between the dates of May 13 <sup>th</sup> & 17 <sup>th</sup>
Second publication of voter registration notice. The last publication to be not less than ten nor more than fifteen days before the deadline for registration. ( <a href="#">12-4-5.2</a> & <a href="#">05:02:04:04</a> )	Between the dates of March 11 <sup>th</sup> & 15 <sup>th</sup>	Between the dates of May 6 <sup>th</sup> & 10 <sup>th</sup>	Between the dates of May 20 <sup>th</sup> & 24 <sup>th</sup>



Deadline for voter registration. ( <a href="#">12-4-5</a> )	March 25 <sup>th</sup> by 5:00 pm	May 20 <sup>th</sup> by 5:00 pm	June 3 <sup>rd</sup> by 5:00 pm
Absentee ballots must be made available no later than 15 days prior to the election ( <a href="#">9-13-21</a> ). Sample ballots must be printed on <b>yellow</b> paper and we encourage you to put the word SAMPLE on the sample ballot. The paper ballot form can be found at <a href="#">05:02:06:12</a> .	March 25 <sup>th</sup>	May 20 <sup>th</sup>	June 3 <sup>rd</sup>
Publish notice of election that needs to be published each week for <b>two</b> consecutive weeks. First publication must be at least 10 days before the election. ( <a href="#">9-13-13</a> & <a href="#">05:02:04:08</a> ) (Note: May 27 <sup>th</sup> is Memorial Day)	Weeks of March 25 <sup>th</sup> & April 1 <sup>st</sup>	Weeks of May 20 <sup>th</sup> & 27 <sup>th</sup>	Weeks of June 3 <sup>rd</sup> & 10 <sup>th</sup>
Publish facsimile ballot in the week before the election. The calendar week falls from the Monday to the Saturday of the week prior to the Tuesday of Election Day. ( <a href="#">9-13-13</a> & <a href="#">12-16-16.2</a> talks about the size for publication) (Note: May 27 <sup>th</sup> is Memorial Day)	Week of April 1 <sup>st</sup>	Week of May 27 <sup>th</sup>	Week of June 10 <sup>th</sup>
If using optical scan ballots: Not more than ten days prior to an election, the person in charge of the election shall conduct a test of the automatic tabulating equipment. <b>Notice of the test, must be published at least 48 hours prior to the test.</b> ( <a href="#">12-17B-5</a> & <a href="#">05:02:09:01:01</a> ) (Note: May 27 <sup>th</sup> is Memorial Day)	Anytime between March 30 <sup>th</sup> - April 8 <sup>th</sup>	Anytime between May 25 <sup>th</sup> – June 3 <sup>rd</sup>	Anytime between June 8 <sup>th</sup> – 17 <sup>th</sup>
Deadline for a voter to <b>absentee vote in-person</b> . ( <a href="#">12-19-2.1</a> )	April 8 <sup>th</sup> by 5:00 pm	June 3 <sup>rd</sup> by 5:00 pm	June 17 <sup>th</sup> by 5:00 pm
A voter, who is confined due to sickness or disability, <b>may request an absentee ballot via authorized messenger until 3:00 pm the day of the election.</b> The ballot must be returned to you in time for your or your staff to get it to the proper polling location by 7:00 pm (local time).	<b>APRIL 9</b> until 3:00 pm	<b>JUNE 4</b> until 3:00 pm	<b>JUNE 18</b> until 3:00 pm
<b>ELECTION DAY. Polls open 7:00 am to 7:00 pm.</b> ( <a href="#">9-13-1</a> , <a href="#">13-7-10</a> ) The person in charge of the election <b>MUST BE AVAILABLE</b> from 7:00 am until the ballots have been counted and all election materials and supplies have been returned to the person in charge of the election.	<b>APRIL 9</b>	<b>JUNE 4</b>	<b>JUNE 18</b>
Deadline for official canvass. ( <a href="#">9-13-24</a> )	April 16 <sup>th</sup>	June 11 <sup>th</sup>	June 25 <sup>th</sup>
Issue certificates of election. ( <a href="#">9-13-5</a> & <a href="#">9-13-28</a> ; <a href="#">05:02:15:08</a> & <a href="#">05:02:15:09</a> ) ( <i>Appointed candidates do not receive a certificate.</i> )	Within 2 days after canvass	Within 2 days after canvass	Within 2 days after canvass
In a <b>first class</b> municipality, an official must file an Elected Official Financial Interest Statement ( <a href="#">3-1A-4</a> ). The financial interest statement is filed with the person in charge of the election and a sample form can be found at <a href="#">sdsos.gov</a> .	Within 15 days of taking oath of office	Within 15 days of taking oath of office	Within 15 days of taking oath of office

**Oaths of Office:** There is nothing in Administrative Rule that outlines the form/wording of an oath of office. Please work with your (city or school, depending on which calendar) attorney to write the oath. Also, there is nothing that clearly guides you as to when your officials must take the oath. Work with your attorney regarding this. Reference [SDCL 9-14-5](#) for qualifying for office.

**Note:** If the municipal election is combined with a school election on a date other than the 2<sup>nd</sup> Tuesday in April, all dates follow [SDCL 13-7](#) (except when combined with the county for a primary election). Additional information on combining elections may be found at: <https://sdsos.gov/elections-voting/assets/CityandSchoolcombinedelectionQ&A.pdf>

**Ballot color for combined elections:** If combining, one ballot must be white, and the other jurisdiction will use a contrasting color (**do not use yellow** as that is the color for sample ballots). [05:02:06:18](#)

**Notify County Auditor:** Contact your county auditor when you know you will have an election and ask if he/she can be available from 7:00 am to 7:00 pm on that date to answer questions regarding voter registration. ([SDCL 7-7-2](#))

**Missed Election Notices:** We encourage any city that misses a publication to get it published and post the notice around their jurisdiction. The notice would still be considered late, and the election could still be challenged. Contact your city attorney if you miss a notice.

**Petitions:** To check the registration status of the candidate and petition signers (**Finance Officers are required by law to do this for candidate petitions**), per [05:02:08:00](#), go to: <http://cityandschoollookup.sdsos.gov/Login.aspx>. If you forgot your username and password, or never had one, contact the Secretary of State's Election Team and we will provide one to you. [Elections@state.sd.us](mailto:Elections@state.sd.us)

**First Class Municipalities:** Aberdeen, Belle Fourche, Box Elder, Brandon, Brookings, Harrisburg, Huron, Madison, Mitchell, Pierre, Rapid City, Sioux Falls, Spearfish, Sturgis, Tea, Vermillion, Watertown and Yankton.

**Home Rule Municipalities:** Aberdeen, Beresford, Brookings, Elk Point, Faith, Ft. Pierre, Pierre, Sioux Falls, Springfield and Watertown.

**Contact** a member of the Secretary of State's Election Team with any questions at [Elections@state.sd.us](mailto:Elections@state.sd.us) or 605-773-3537.

Additional election information can be found at: <https://sdsos.gov>. Click on **Elections & Voting** then the **City/School Resources** button.

**NOTICE OF VACANCY  
MUNICIPALITY OF SUMMERSET**

The following offices will become vacant due to the expiration of the present term or due to the resignation of office of the elective officer:

Mayor, three (3) year term  
One City Commission, three (3) year term  
One City Commission, two (2) year term

Circulation of nominating petitions may begin on January 26<sup>th</sup>, 2024 and petitions may be filed in the office of the finance officer located at 7055 Leisure Lane, Summerset SD between the hours of 8:00 a.m. and 4:00 p.m., mountain time not later than the 23rd day of February, 2024 or mailed by registered mail not later than the 23rd day of February, 2024, at 5:00 p.m. mountain time.

---

Stephany Baumeister, Finance Officer

Published twice at the approximate cost of \_\_\_\_\_.

**9-14-6.1. Amount of finance officer's bond.**

The amount of the bond of the municipal finance officer shall be annually established by the governing board in an amount equal to the maximum monetary total estimated to be on hand at any one time, but the amount of such bond required may not exceed two hundred fifty thousand dollars in municipalities of the first class or one hundred fifty thousand dollars in municipalities of the second or third class.

**Source:** SL 1971, ch 58, § 2; SL 1981, ch 68; SL 1989, ch 74.



**CITY OF SUMMERSET**

**RESOLUTION 2024-01**

**A RESOLUTION SETTING THE SALARY AND WAGES FOR THE CITY OF SUMMERSET FOR 2024**

**BE IT RESOLVED** by the Council of Commissioners of the City of Summerset, that the salaries and wages of City Officials and Employees for the year 2024 shall be as follows:

- Ambrose, Jonathan/WWTP Supervisor/ \$6,046.95 per month
- Anglin, Mitch/Public Works Laborer/\$24.09 per hour
- Baumeister, Stephany/ Finance Officer/ \$4,963.01 per month
- Birgen, Nicholin/Asst. Finance Officer \$20.77 per hour
- Boddicker, Mark/Part-Time Police Officer/\$19.00 per hour
- Butler, David/City Commissioner/\$7,000.00 annual salary
- Davis, Owen/Wastewater Operator/\$22.37 per hour
- Geigle Adam/ Part-Time Police Officer/\$19.00 per hour
- Hirsch, Clyde/City Commissioner/\$7,000.00 annual salary
- Hirsch, Dustin/Planning & Zoning Member/\$100.00 per meeting
- Hough, John/Planning & Zoning Board Member/\$100.00 per meeting
- Johnson, Scott/Patrolman Officer/\$25.94 per hour
- Jonas, Corey/Patrolman/\$27.25 per hour
- Juso, Colton/Patrolman/\$31.35 per hour
- Kayl, Anthony/ Public Works Director/\$5,344.62 per month
- Kenrick, Casey/Planning & Zoning Member/\$100.00 per meeting
- Kitzmilller, Michael/City Commissioner/\$7,000.00 annual salary
- Macrander, Matthew/Sergeant/\$31.61 per hour
- Martin, Mike/Planning & Zoning Board Member/\$100.00 per meeting
- Nasser, Rich/Chief of Police/\$6,353.07 per month
- Oldfield, Brody/Planning & Zoning Board Member/\$100.00 per meeting
- Schieffer, Lisa/City Administrator/\$6,674.70 per month
- Siferd, Kaleb/Patrolman/\$25.94 per hour
- Smith, Jeff/Public Works Laborer/\$23.50 per hour
- Torno, Melanie/Mayor/\$23,000.00/ annual salary
- Taylor, Justin/Part-Time Police Officer/\$19.00 Per Hour
- Twite, Jeffery/ Part-Time Police Officer/\$19.00 Per Hour
- Walker, John/ Part-Time Police Officer/\$19.00 Per Hour
- Wiest, Tracy/ Part-Time Police Officer/\$19.00 Per Hour

**NOW THEREFORE, BE IT RESOLVED** that the foregoing salaries and wages shall take effect on December 26th, 2023.

**BE IT RESOLVED** this 4th day of January 2024.

ATTEST:

\_\_\_\_\_  
Stephany Baumeister  
Finance Officer

\_\_\_\_\_  
Melanie Torno,  
Mayor

Published once \_\_\_\_\_ at the total approximate cost of \$ \_\_\_\_\_.

**NOTICE FOR PUBLICATION FOR HEARING**

**ON A PETITION FOR VOLUNTARY ANNEXATION OF UNPLATTED PROPERTY**

NOTICE IS HEREBY GIVEN that the City of Summerset will set a hearing on a Petition for Voluntary Annexation of Unplatted Property for Thursday, January 18<sup>th</sup> @ 6:00 p.m. at Summerset City Hall located at 7055 Leisure Lane, Summerset SD.

Said applicant is Norman Ranch Subdivision LLC whose legal description is as follows:

Southwest Quarter (SW1/4) of Section 32 in Township 3 North of Range 7 East of the Black Hills Meridian, Meade County, South Dakota.

The purpose of the public hearing is to accept public comment on the proposed Petition for Voluntary Annexation of Unplatted Property and Resolution of Intent to Annex Certain Unplatted Property.

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 29th day of December 2023.

City of Summerset

Published once on \_\_\_\_\_, at the total approximate cost of \$\_\_\_\_\_.

# PETITION FOR ANNEXATION

We, the undersigned, hereby state that we constitute not less than three-fourths of the legal voters and further constitute the owners of not less than three-fourths in value of the described territory contiguous to the City of Summerset and hereby petition the council of commissioners of the City of Summerset to annex the following described territory pursuant to SDCL 9-4-1.

**Legal description of the territory sought to be annexed below:**

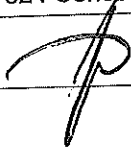
Southwest Quarter (SW1/4) of Section 32 in Township 3 North of Range 7 East of the  
Black Hills Meridian, Meade County, South Dakota.  
\_\_\_\_\_  
\_\_\_\_\_

Property Assessed Valuation: \_\_\_\_\_

(PLEASE PRINT)

Owner Name: Norman Ranch Subdivision, LLC. Date: 12/14/2023

Owner Address: 1624 Concourse Court, Rapid City, SD 57703

Owner Signature:  \_\_\_\_\_  
*President of Norman Ranch subdivision, LLC*

Voter Name: Farnest Thompson Date: 12/14/2023

Voter Address: 1624 Concourse Court Rapid City SD 57705

Voter Signature:  \_\_\_\_\_

.....  
**City of Summerset Office Use Only**

Petition Received by \_\_\_\_\_ Date Received \_\_\_\_\_

Mayor's Signature: \_\_\_\_\_

Meeting Date of Approval: \_\_\_\_\_

**NOTICE FOR PUBLICATION FOR HEARING**

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Said applicant is Thomas W. Norman and Joseph F. Norman whose legal description is as follows:

The North 158' of the West 203.5' of Government Lot 3, and the North 158' of Government Lot 4, all lying in Section 5 in Township 2 North of Range 7 East of the Black Hills Meridian, Meade County, South Dakota.

The purpose of the public hearing is to accept public comment on the proposed Petition for Voluntary Annexation of Unplatted Property and Resolution of Intent to Annex Certain Unplatted Property.

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 29th day of December 2023.

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**Legal description of the territory sought to be annexed below:**

THE NORTH 158' OF THE WEST 203.5' OF GOV'T LOT 3, AND THE NORTH 158' OF GOV'T  
LOT 4, ALL LYING IN SECTION 5, T2N, R7E, BHM, MEADE COUNTY, SOUTH DAKOTA.

Property Assessed Valuation: \_\_\_\_\_

(PLEASE PRINT)

Owner Name: Joseph F Norman Date: 12/28/23

Owner Address: 14410 218th St Piedmont, SD

Owner Signature: Joseph F. Norman

Voter Name: Joseph F Norman Date: 12/28/23

Voter Address: 14410 218th St Piedmont, SD

Voter Signature: Joseph F. Norman

.....  
**City of Summerset Office Use Only**

Petition Received by \_\_\_\_\_ Date Received \_\_\_\_\_

Mayor's Signature: \_\_\_\_\_

Meeting Date of Approval: \_\_\_\_\_



## PETITION FOR ANNEXATION

We, the undersigned, hereby state that we constitute not less than three-fourths of the legal voters and further constitute the owners of not less than three-fourths in value of the described territory contiguous to the City of Summerset and hereby petition the council of commissioners of the City of Summerset to annex the following described territory pursuant to SDCL 9-4-1.

**Legal description of the territory sought to be annexed below:**

THE NORTH 158' OF THE WEST 203.5' OF GOV'T LOT 3, AND THE NORTH 158' OF GOV'T  
LOT 4, ALL LYING IN SECTION 5, T2N, R7E, BHM, MEADE COUNTY, SOUTH DAKOTA.

Property Assessed Valuation: \_\_\_\_\_

(PLEASE PRINT)

Owner Name: Thomas W Norman Date: 12/28/2003

Owner Address: 8044 NORMAN AVE. P.O. BOX 767

Owner Signature: Thomas W. Norman

Voter Name: Thomas W Norman Date: 12/28/2003

Voter Address: 8044 NORMAN AVE. P.O. BOX 767

Voter Signature: Thomas W. Norman

.....  
**City of Summerset Office Use Only**

Petition Received by \_\_\_\_\_ Date Received \_\_\_\_\_

Mayor's Signature: \_\_\_\_\_

Meeting Date of Approval: \_\_\_\_\_

**APPLICATION AND CERTIFICATE FOR PAYMENT**

TO OWNER: City of Summerset  
 7055 Leisure Lane  
 Summerset, SD 57718

PROJECT: Summerset WWTP Expansion  
 APPLICATION NO. #10  
 PERIOD TO: 12/26/23  
 PROJECT NOS.: 202257

FROM: RCS Construction, Inc  
 PO Box 9337  
 Rapid City, SD 57709

ARCHITECT: HDR Engineering  
 703 Main St Suite 200  
 Rapid City, SD 57701

APPLICATION TO:	DISTRIBUTION TO:
OWNER	<input checked="" type="checkbox"/>
ARCHITECT	<input type="checkbox"/>
CONTRACTOR	<input type="checkbox"/>
ENGINEER	<input checked="" type="checkbox"/>

**CONTRACTOR'S APPLICATION FOR PAYMENT**

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

- 1 ORIGINAL CONTRACT SUM \$ 10,322,000.00
- 2 Net Change by Change Orders 10,857.49
- 3 CONTRACT SUM TO DATE (Line 1 +/- 2) \$ 10,332,857.49
- 4 TOTAL COMPLETED & STORED TO DATE \$ 5,738,876.85  
 (Column G on G703)
- 5 RETAINAGE on COMPLETED WORK:

10% Retainage \$ 573,887.68

- 6 TOTAL EARNED LESS RETAINAGE \$ 5,164,989.16  
 (Line 4 less Line 5 Total)
- 7 LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 4,681,125.00  
 (Line 6 from prior Certificate)
- 8 CURRENT PAYMENT DUE \$ 483,864.16
- 9 BALANCE TO FINISH, INCLUDING RETAINAGE \$ 5,167,868.33  
 (Line 3 less Line 6)

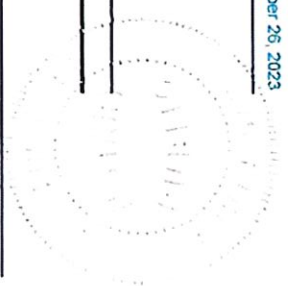
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	10,857.49	0.00
Total approved this Month	0.00	0.00
TOTALS	10,857.49	0.00
NET CHANGES by Change Order		10,857.49

\*\*\*\* Contract Total Reduced by Change Order #01 as Valued Engineering during Contract Approval Process

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that payment shown herein is now due.

By: Bob Carvay Date: December 26, 2023

State of: South Dakota  
 County of: Pennington  
 Subscribed and sworn to before me this 25th day of December, 2023  
 Notary Public: [Signature]  
 My Commission expires: April 7, 2025



Payment of: \$ 483,864.16  
 (Line 8 or other - attach explanation of the other amount)  
 is recommended by: [Signature] (Date) 12/28/23

Payment of: \$ \_\_\_\_\_  
 (Line 8 or other - attach explanation of the other amount)  
 is approved by: \_\_\_\_\_ (Date) \_\_\_\_\_

Approved by: \_\_\_\_\_  
 Funding or Financing Entity (if applicable) (Date)



CONTINUATION SHEET  
 AIA Document G702, APPLICATION AND CERTIFICATE, containing  
 Contractor's signed Certificate is attached.  
 In tabulations below, amounts are stated to the nearest dollar.  
 Use Column I on Contracts where variable retainage for line items may apply.

AIA DOCUMENT G703

PAGE 2 OF 2 PAGES  
 APPLICATION NUMBER: #10  
 APPLICATION DATE: 12/28/2023  
 PERIOD TO: 12/28/2023

A DIV. NO.	B DESCRIPTION OF WORK Sumner WWTTP Expansion	C SCHEDULED VALUE	D WORK		E COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G/C)	I BALANCE TO FINISH (C - G)
			FROM PREVIOUS APPLICATION (D + E)	COMPLETED THIS PERIOD					
1	Mobilization	\$ 150,000.00	\$ 90,000.00	\$ 7,500.00		\$ 97,500.00	65.0%	\$ 52,500.00	
2	Demobilization	\$ 27,000.00	\$ -	\$ -		\$ -	0.0%	\$ 27,000.00	
3	Bonds & Insurance	\$ 150,000.00	\$ 150,000.00	\$ -		\$ 150,000.00	100.0%	\$ -	
5	Submittals	\$ 125,000.00	\$ 125,000.00	\$ -		\$ 125,000.00	100.0%	\$ -	
6	General Conditions	\$ 200,000.00	\$ 120,000.00	\$ 10,000.00		\$ 130,000.00	65.0%	\$ 70,000.00	
7	SBR Foundation Slab and Excavation	\$ 1,700,000.00	\$ 1,700,000.00	\$ -		\$ 1,700,000.00	100.0%	\$ -	
8	SBR Walls, Elevated Slabs	\$ 750,000.00	\$ 742,500.00	\$ 7,500.00		\$ 750,000.00	100.0%	\$ -	
9	Site and Misc Concrete	\$ 50,000.00	\$ -	\$ -		\$ -	0.0%	\$ 50,000.00	
10	Greenhouse	\$ 800,000.00	\$ 392,000.00	\$ 128,000.00		\$ 520,000.00	65.0%	\$ 280,000.00	
11	Furnish and Installation of Process Equipment & Piping	\$ 2,700,000.00	\$ 1,296,000.00	\$ 189,000.00		\$ 1,485,000.00	55.0%	\$ 1,215,000.00	
12	Mechanical	\$ 350,000.00	\$ 122,500.00	\$ 6,744.47	\$ (0.00)	\$ 183,653.39	52.5%	\$ 166,346.61	
13	Electrical	\$ 2,645,000.00	\$ 100,000.00	\$ -		\$ 100,000.00	3.8%	\$ 2,545,000.00	
14	High Performance Coatings	\$ 30,000.00	\$ -	\$ -		\$ -	0.0%	\$ 30,000.00	
15	Demolition/Removals	\$ 35,000.00	\$ 28,000.00	\$ -		\$ 28,000.00	80.0%	\$ 7,000.00	
16	Seeding/Erosion Control	\$ 10,000.00	\$ 3,000.00	\$ -		\$ 3,000.00	30.0%	\$ 7,000.00	
17	Site Blower Piping	\$ 140,000.00	\$ 119,000.00	\$ 14,000.00		\$ 133,000.00	95.0%	\$ 7,000.00	
18	Site Process Piping	\$ 185,000.00	\$ 129,500.00	\$ 46,250.00		\$ 175,750.00	95.0%	\$ 9,250.00	
19	Misc Site Utilities	\$ 20,000.00	\$ 20,000.00	\$ -		\$ 20,000.00	100.0%	\$ -	
20	Site Grading/Restoration	\$ 255,000.00	\$ 63,750.00	\$ 63,750.00		\$ 127,500.00	50.0%	\$ 127,500.00	
21	Change Order #02 (\$10,857.49)								
22	- Cost Proposal #02: Reed Bed Drain Pipe Revision	\$ 384.03	\$ -	\$ -		\$ -	0.0%	\$ 384.03	
23	- Cost Proposal #03: Add Three Access Hatches	\$ 10,473.46	\$ -	\$ 10,473.46		\$ 10,473.46	100.0%	\$ -	
		\$ -	\$ -	\$ -		\$ -	0.0%	\$ -	
		\$ -	\$ -	\$ -		\$ -	0.0%	\$ -	
	<b>SUBTOTALS</b>	\$ 10,332,857.49	\$ 5,201,250.00	\$ 483,217.93		\$ 54,408.92	55.54%	\$ 4,593,980.64	

## Lisa Schieffer

---

**From:** Stephany Baumeister  
**Sent:** Tuesday, January 2, 2024 12:56 PM  
**To:** Lisa Schieffer  
**Subject:** Contingency Funds

Hello Lisa,

\$7,600 contingency funds to 4210 Law Enforcement

Thank you,  
Stephany Baumeister  
*Finance Officer*  
City of Summerset  
(605)718-9858

**CONFIDENTIALITY NOTICE:** This email (including attachments) is covered by the Electronic Communications Privacy Act, 18 U.S.C. "2510-2521, is confidential and may be legally privileged. If you are not the intended recipient, you are hereby notified that any retention, dissemination, distribution, or copy of this communication is strictly prohibited. Please reply to the sender that you have received this message in error, then delete it. Thank you.

January 2, 2024



Client: City of Summerset  
7055 Leisure Lane  
Summerset SD 57718

ATTN: Lisa Schieffer  
City Administrator

Re: Construction Inspection and Code review of plans  
Summerset, SD  
Job # 24-001

Dear Mrs. Schieffer:

Hermanson Egge Engineering, Inc. hereby proposes to furnish consulting services for the following described project:

Project Description

1. Construction Inspections for new Residential and Commercial construction projects.
2. The construction inspection will be limited to the following:
  - a. Water.
  - b. Sewer.
  - c. Footing.
  - d. Foundation Wall.
  - e. Framing.
  - f. Driveway Curb Cut.
  - g. Final.
3. If additional inspections are required because of failed inspection, they will be invoiced as extra services.
4. The services will also include building code plan review for commercial buildings only.
5. Excessive questions from contractors or building owners during plan preparation or construction will be extra services after notice and an opportunity to resolve the excessive questioning has been provided to the city. We will alert and advise the owner if this situation were to occur.
6. We shall endeavor to coordinate the inspection times and plan review work effort with the city, owners, and contractors such that all there will be minimal conflict.

Project Basic Services

Design Services shall be limited to the following:

1. Commercial building plan review.
2. Commercial and residential building inspections for Water, Sewer, Footings, Foundation Walls, Framing, Driveway Curb Cut, and Final building inspection.
3. Excessive questions during planning, building plan preparation and construction will be extra services after notice and an opportunity to resolve the excessive questioning has been provided to the city.

Services not set forth above as Basic Services of this agreement are specifically excluded from the scope of the Consultant's services. The Consultant assumes no responsibility to perform any services not

specifically listed in the Basic Services of this agreement.

Compensation

Our compensation for Basic Services:

1. Residential building construction inspection - \$120/inspection.
2. Commercial building construction inspection - \$125/hour.
3. Commercial building plan review – \$155/hour.
4. Emergency/after hour building inspections – \$135/inspection plus mileage
5. Extra Services will be invoiced at our normal hourly rate.

The Client has agreed that the consultant will provide the client the Basic Services listed above for the compensation list above.

Additional or Extra Services Compensation

For additional services beyond those defined as Project Basic Services, and when these Additional Services have been prior approved in writing by the Client, our compensation will be hourly at the our normal rates. Those hourly rates as of this date are listed below:

<u>Description</u>	<u>Rate/Hr</u>
Engineer, PE	\$165
Designer III	\$145
Staff	\$65

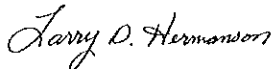
Notice to Proceed

If this proposal is acceptable to you, please authorize us to proceed by signing both original documents and returning one to our office. We will proceed with our work upon receipt of your signed proposal.

Thank you for the opportunity to provide you with this proposal. We look forward to working with you on this project.

Sincerely,

Hermanson Egge Engineering



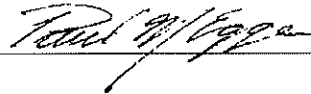
Larry Hermanson, PE  
President

Miscellaneous Provisions that follow this proposal are part of this agreement.

ACCEPTED for Hermanson Egge Engineering

Date - January 2, 2024

Partner: Paul M. Egge, PE



ACCEPTED for the Client

Date - \_\_\_\_\_, 20\_\_

By (signature) \_\_\_\_\_

Print Name \_\_\_\_\_



Miscellaneous Provisions

Waiver

In consideration of the substantial risks to Hermanson Egge Engineering in rendering professional services in connection with this project, the client agrees to make no claim and hereby waives, to the fullest extent permitted by law, any claim or cause of action or any nature against Hermanson Egge Engineering, his officers, directors, employees, agents or sub-consultants which may arise out of or in connection with this project or the performance, by any parties above named, of the services of this Agreement.

Indemnification

In addition, and notwithstanding any other provisions of the Agreement, the Client agrees to the fullest extent permitted by law, to indemnify and hold Hermanson Egge Engineering, its officers, directors, employees, agents and sub-consultants harmless from and against all damage, liability or cost, including all attorney fees and defense cost, arising out of or in any way connected with this project or the performance by any of the parties above named of the services under this Agreement. In addition, should a third party bring suit against Hermanson Egge Engineering in connection with this project, the client agrees to pay for any and all injuries, negligent acts, errors or omissions, claims, all attorney fees and cost of defense, losses, expenses, damages or claims expenses arising out of or in any way connected with this project or the performance by any of the parties above named of the services under this Agreement.

Hazardous Materials

Both parties acknowledge that Hermanson Egge Engineering's scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event Hermanson Egge Engineering or any other party encounters asbestos, hazardous or toxic materials, PCBs, combustible gases or material, petroleum or radioactive materials or any substance or any material and in any quantities as would pose a substantial danger to persons or properties at the jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of Hermanson Egge Engineering's services, Hermanson Egge Engineering may, at their option and without liability for consequential or any other damages, suspend performance of services on the project until the Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the jobsite is in full compliance with applicable laws and regulations.

Disputes

All claims, disputes, and other matters in question arising out of or relating to this agreement or the breach thereof shall be decided in accordance with the laws of the State of South Dakota. Any controversy or claim arising out of or related to the contract, or the breach thereof, shall first be submitted to the American Arbitration Association Mediation Department. A mutually agreed upon qualified alternative dispute organization may be used. Mediation shall continue until resolution of the dispute or until the mediator notifies the parties that it is unlikely that the dispute will be resolved through mediation. In the event that any litigation arising from or related to this Agreement, or the services provided under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, attorney fees and all other related reasonable expenses in such litigation. In the event of a non-adjudicative settlement of litigation between the parties or a resolution of a dispute by arbitration or mediation, the term "prevailing party" shall be determined by that process. In the event legal action is necessary to enforce the payment terms of this Agreement, the Consultant shall be entitled to collect from the Client any judgment or settlement sums due, plus reasonable attorneys' fees, court costs, mechanic's lien expenses and other expenses incurred by the Consultant in connection therewith and, in addition, the reasonable values of the Consultant's time and expenses spent in connection with such collection action, computed according to the Consultant's prevailing fee schedule and expenses policies.

Termination

Either party, giving written notice to the other party ten days prior to the termination date, may terminate this agreement with cause. Hermanson Egge Engineering shall be paid for work completed through the date of the termination notice for the services performed on an hourly basis at the normal hourly rate plus reimbursable expenses incurred up to the termination date, plus any termination expenses including but not limited to demobilization, reassignment of personnel, associated overhead costs and all expenses directly related to the termination.

Lien Rights

All lien rights as and if necessary, shall be invoked for nonpayment of services rendered. Any notification of lien rights if required by law will be sent to the Owner prior to commencing work on this project.

Verification of Existing Conditions

Inasmuch as the remodeling and/or rehabilitation of an existing structure requires that certain assumptions be made regarding existing conditions, and because some of these assumptions may not be verifiable without expending additional sums of money

or destroying otherwise adequate or serviceable portions of the structure, the Client agrees to bear all costs, losses and expenses, including the cost of the Design Professional's additional services, arising or allegedly arising from the discovery of concealed or unknown conditions in the existing structure.

#### Payments

Invoices will, in most cases, be submitted monthly and are due upon presentation. The invoice shall be considered past due if not paid within 30 calendar days of the due date as posted on the invoice. If payment is not received within 30 calendar days of the due date, invoices shall bear interest at two (2.0) percent per month of the past due amount. Payment thereafter shall first be applied to the accrued interest and then to the unpaid principal. If the Client fails to make payments when due and we incur costs in order to collect the overdue sums from the Client, the Client agrees that all collection costs incurred shall immediately become due and payable. Collection costs shall include, without limitation, legal fees, collection agency fees, mechanic's lien fees/expenses and expenses including court costs. This obligation of the client to pay the collection fees shall survive the terms of this agreement or any early termination by either party.

#### Satisfaction with Services

Payment of any invoice by the Client shall mean that the Client is satisfied with the services to the date of payment and is not aware of any deficiencies in those services.

#### Contractor and Subcontractor Claims

The Client agrees, to the fullest extent permitted by law, to limit the liability of the Hermanson Egge Engineering and their employees and sub-consultants to all construction contractors and subcontractors on the Project for claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and costs and expert witness fees and costs, so that the total aggregate liability of the Hermanson Egge Engineering and their sub-consultant to all those named shall not exceed the amount of the design fee rendered on this project. It is intended that this limitation apply to any and all liability or cause of action, however alleged or arising unless otherwise prohibited by law.

#### Jobsite Safety

Hermanson Egge Engineering and its personnel have no authority to exercise control over the construction contractor or its employees in connection with their work or any health or safety programs or procedures. The presents of Hermanson Egge Engineering at the job site shall not relieve the General Contractor of its obligation, duties, and responsibilities including but not limited to construction means, methods, sequence, superintending and coordinating the Work in accordance with the contract documents and any health and safety precautions required by any regulatory agencies. The Client agrees that the General Contractor shall be solely responsible for jobsite safety and warrants that this intent shall be carried out in the Client's contract with the General Contractor.

#### Ownership of Instruments of Service

All reports, drawings, specifications, computer files, field data, notes and other documents and instruments prepared by Hermanson Egge Engineering as instruments of service shall remain the property of Hermanson Egge Engineering. Hermanson Egge Engineering shall retain all common law, statutory and other reserved rights, including the copyright thereto. The client shall not reuse or make any modifications to the construction documents without written authorization. The client agrees to hold indemnify and hold harmless Hermanson Egge Engineering against any damages, liabilities, costs, and legal fees arising from or allegedly arising from or in any way connected to the unauthorized or reuse of the construction documents by the Client or any person or entity that acquires or obtains the construction documents from or through the Client without written authorization from Hermanson Egge Engineering.

#### Assignment

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without prior written consent of the other party. Subcontracting to subconsultants normally contemplated by Hermanson Egge Engineering shall not be considered as assignment for purposes of this Agreement.

#### Standard of Care

In providing services under this Agreement, Hermanson Egge Engineering will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

#### Opinions of Probable Construction Costs

In providing opinions of probable construction costs, the client understands that Hermanson Egge Engineering has no control over the cost or availability of labor, equipment, or materials, or over market conditions or the Contractor's method of pricing, and that Hermanson Egge Engineering's opinion of probable construction costs are made on the basis of the Hermanson Egge



Engineering's professional judgment and experience. Hermanson Egge Engineering makes no warranty, expressed or implied that the bids or the negotiated cost of Work will not vary from the Consultant's opinion of probable construction costs. An independent cost estimator hired at the client's expense can be more precise than a design professional. If the client declines to hire an independent cost estimator, he or she acknowledges that any estimate of probable cost provided by the design professional is subject to revision and refinement throughout the design and construction process and will not be construed as a guaranteed maximum price.

Third-Party Beneficiaries

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client and Consultant agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

Consequential Damages

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and the Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

Other

Hermanson Egge Engineering's sole contractual relationship shall be with the Client, and nothing herein shall be construed to create any obligation or contractual relationship between Hermanson Egge Engineering and any third party. Hermanson Egge Engineering relies solely and exclusively on the Client to provide complete, accurate and timely information of the Owner's design criteria.

Reimbursable Expenses Schedule

Reimbursable expenses include expenses incurred by Hermanson Egge Engineering and management's employees in the interest of the Project. They include but are not limited to:

1. Expense of transportation in connection with the Project.
2. Expense for Out-of-Town Hotel Stay
3. Expense of Food for Out-of-Town Travel
4. Expense of reproductions, postage and handling of Drawings, Specifications and other documents for Owner, contractor, permitting agency, and etc. (excluding reproductions for the office use).
5. Typical project expenses:
  - a. Document/Drawing Printing At cost plus 20%
  - b. Mileage \$ 0.75/mile
  - c. Food Per Diem of \$100/day/person
  - d. Hotel At cost plus 20%
  - e. Survey Equipment Cost \$500 per survey
  - f. Courier services At cost plus 20%
  - g. All other consultants and expenses At cost plus 20%
  - h. Surveying material including nails, paint, stakes, etc. At cost plus 20%