

**SUMMERSET CITY COMMISSION REGULAR MEETING
SUMMERSET MUNICIPAL BUILDING
7055 LEISURE LANE
THURSDAY, NOVEMBER 2nd, 2023, 6:00 P.M.**

Mayor Torno called the Regular Meeting to order at 6:00 p.m. Commissioners Hirsch, Kitzmiller, Reade and Butler were present. Richard Huffman Attorney at Law was present in place of 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 Butler, second by Kitzmiller to approve the agenda for the Regular Meeting of the Summerset City Commission for November 2nd, 2023. Motion carried.

CONSENT CALENDAR

Motion by Reade, second by Hirsch to approve the minutes of the regular meeting of October 19th, 2023. Motion carried.

APPROVAL OF CLAIMS

Motion by Hirsch, second by Butler to approve the claims and hand checks in the amount of \$79,969.48 from October 19th to November 1st, 2023, as presented or amended. Motion carried.

A&B Business Solutions	451.18
Aflac	135.46
Ambrose, Jonathan	50.00
Anglin, Mitch	50.00
AT&T Mobility	3.24
Baumeister, Stephany	50.00
BH Energy	6,018.96
Birgen, Nicholin	50.00
Butler, Dave	50.00
Child Support Payment Center	517.00
Clarity Telecom	1,128.60
CMS Services	561.23
DANR	60.00
Davis, Owen	50.00
Delta Dental	994.50
Haveman Business Services LLC	1,762.50
Health Pool of SD	14,577.14
Hirsch, Clyde	50.00
I&S Group, Inc.	650.00
Iron Outfitter Waste Services, Inc.	34.08
Kayl, Anthony	50.00
Kitzmiller, Michael	50.00
Meade County Register of Deeds	90.00
Meade County Sheriff's Department	835.00
Mid-American Research Chemical	761.86
On-Site First Aid & Safety	42.80
Schieffer, Lisa	50.00
SDRS	9,076.58

SDRS-Supplemental Retirement Plan	570.00
SD State Treasurer	964.18
Smith, Jeff	50.00
Torno, Melanie	50.00
United States Treasury	16,322.47
USGS	17,000.00
Cardmember Services	6,766.03
Maciejewski, Lisa	11.87
Bowerman, Bradley	34.80

APPROVAL OF PAYROLL – OCTOBER 2023 – SDCL 6-1-10

Motion by Kitzmiller, second by Reade to approve the October 2023 payroll. Motion carried.

- Dept. 4000 - \$12,715.70 Wastewater
- Dept. 4110 - \$1,749.99 Commission
- Dept. 4120 - \$1,916.67 Mayor
- Dept. 4140 - \$11,335.08 Finance
- Dept. 4210 - \$34,227.83 Police
- Dept. 4310 - \$13,182.25 Public Works
- Dept. 4652 - \$675.00 Planning & Zoning

UTILITY BILLING ADJUSTMENTS

Motion by Kitzmiller, second by Butler to approve the billing adjustment of \$-0.96 cents for the period of October 1st to October 31st, 2023. Motion carried.

COMMISSION REPORTS

Kitzmiller, Reade, Butler, Hirsch and Torno gave monthly reports.

MINOR PLAT – J. SCHRAM

Motion by Butler, second by Hirsch to approve the Minor Plat of James Schram, as recommended by the Planning & Zoning Board. Motion carried.

SPEED’S STORAGE DEVELOPER’S AGREEMENT

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

Jason Hanson explained to the commission that he would like to have open storage on the lot. They plan on installing lighting and fence right away and would like a developer’s agreement to hard surface the property within 5 years. Discussion ensued on whether the agreement would be transferable if the property were to be sold.

Motion by Hirsch, second by Reade to close discussion. Motion carried.

Motion by Butler, second by Kitzmiller to approve the developer’s agreement for 5 years and non-transferable if the property is sold. Motion carried.

MEADE COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN

Motion by Reade, second by Butler to approve the Mayor signing the letter of support. Motion carried.

PAYROLL CHANGE – POLICE DEPARTMENT

Motion Hirsch, second by Butler to approve 1% anniversary raise from \$29.80 to \$30.10 for Colton Juso. Motion carried.

PORTABLE SPEED BUMPS

Motion by Hirsch, second by Reade to open discussion. Motion carried.

Mayor Torno discussed placing portable speed bumps on Glenwood, Steamboat, and Savannah to help reduce

speeding in these areas. The portable speed bumps would be put out in early spring and removed prior to first snow fall. Council member Butler agrees that they would slow down residents but asked if anyone had talked to residents about putting in speed bumps. He asked if unmarked cars are a possibility. Chief Nasser wants the police to be highly visible, and states that the average speed on Glenwood is 23 MPH. Council member Kitzmiller inquired if the city would have a liability if we put in the speed bumps.

Motion by Reade, second by Butler close discussion. Motion carried.
No action taken

SET FIRST READING OF 155.999 PENALTY

Motion by Butler, second by Reade to set the first reading on November 16th, 2023 @ 6:00 p.m. Motion carried.

RESOLUTION 2023-13 A RESOLUTION SETTING CERTAIN FEES AND CHARGES FOR SERVICES PROVIDED BY THE CITY OF SUMMERSET FOR 2024.

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

City Administrator, Lisa Schieffer, explained the changes to the City Council, stating that changes would be effective January 1, 2024.

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

Motion by Butler, second by Hirsch to approve Resolution 2023-13. Motion carried.

2024 COMMISSION MEETINGS – SET FOR JULY 2, 2024

Motion by Butler, second by Hirsch to approve July 2, 2024, for Commission Meeting instead of the first Thursday which is the 4th of July. Motion carried.

LIQUOR LICENSE RENEWALS – RESOLUTION 2023-14

Motion by Butler, second by Kitzmiller to approve Resolution 2023-14. Motion carried.

Renewal of a Package Off Sale Liquor License #PL-4993 for 2024 with Sunday Sales, from Eaglecav, LLC., 3435 West Main, Rapid City, SD 57702, DBA Lynn's Dakotamart, 8031 Stageshop Rd., Lot 2R of Tract 1R, 25-3-6, Siouxland Estates, City of Summerset, Meade County, South Dakota.

Renewal of a Retail On Sale Liquor License #RL-5278 for 2024 with Sunday Sales and Ten Video Lottery Terminals, from MG Oil, 8074 Stageshop Rd., Summerset, SD 57718, DBA Happy Jacks – Summerset 2, at 8074 Stageshop Rd., Lot SC4 & SC5, 23-3-6, Siouxland Estates, City of Summerset, Meade County, South Dakota.

Renewal of a Package Off Sale Liquor License #PL-19301 for 2024 with Sunday Sales, from The Pit Stop LLC, 8034 Stageshop Rd., Summerset, SD 57718, at Lot 2R, 23-3-6, Stageshop Subdivision, City of Summerset, Meade County, South Dakota.

Renewal of a Retail On Sale Liquor License #RL-20903 for 2024 with Sunday Sales and Eight Video Lottery Terminals, from The Pit Stop LLC, 8034 Stageshop Rd., Summerset, SD 57718, at Lot 2R, 23-3-6, Stageshop Subdivision, City of Summerset, Meade County, South Dakota.

Renewal of Retail On-Off Sale Wine License #RW-24486 for 2024 with Sunday Sales, from Dollar General Store #18299, 12000 Sturgis Road, Summerset, SD 57718, Lot C of Tract 1R of Siouxland Estates Subdivision, City of Summerset, Meade County, South Dakota.

Renewal of On Sale Liquor License #RL-26888 for 2024 with Sunday Sales, from Aces LLC, 12340 Jenter Road Summerset SD 57718, DBA Angel's Catering and Receptions, at 12340 Jenter Road, Summerset SD, 57718, Stage Stop Sub. Lot B of LW-1 24-3-6, City of Summerset, Meade County South Dakota

Renewal of Retail On Sale Liquor License #RL-24438 for 2024 with Sunday Sales, from Neighbors, 7280 Freedom Lane, Summerset, SD 57718, at Lot 24 BLK 9, Summerset USA Subdivision, City of Summerset, Meade County,

South Dakota.

FEMA – STAGEBARN ALLUVIAL FAN

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

Members present from FEMA were Margaret Doherty, Christine Gaynes, and Peter Reinhardt. Doherty gave an overview of their findings on the Stagebarn Canyon Avial Fan. Jeff Mizenko, Justin Evans, Russ Cudmore, Shawn Langstaff, expressed their concerns and asked questions to FEMA representatives.

Motion by Butler, second by Reade to close discussion. Motion carried.

Motion by Butler, second by Kitzmiller to adopt the FEMA study as current best available data, more forward with the long-term study on surface and ground water and mitigation, and to notify the residents of the process moving forward.

CITIZENS INPUT

Jeff Mizenko gave his opinion that there are a lot of people running the stop sign at Glenwood and Steamboat. There has been more presence of the PD and it has helped.

UPCOMING EVENTS:

City Offices will be closed Friday, November 10th in observance of Veterans Day.

ITEMS FROM CITY ATTORNEY

None

ADJOURNMENT

Motion by Butler, second by Hirsch to adjourn the meeting at 8:01 p.m. Motion carried.

(SEAL)

ATTEST:

Stephany Baumeister
Finance Officer

Melanie Torno
Mayor

Published once November 11, 2023, at a cost of \$191.35.



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

Vendor: [1695 - Aspen Ridge Lawn & Landscape LLC](#) Vendor Total: 5,587.00

15489	Invoice	11/16/2023	11/6/2023	11/16/2023	11/6/2023	5,587.00	0.00	0.00	0.00	5,587.00
Treated Road Salt	BANKW - BANK WEST				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Treated Road Salt	NA	0.00	0.00	5,587.00	0.00	0.00	0.00	5,587.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
101-4310-42510	Street Snow Removal		5,587.00	100.00%

Vendor: [1816 - AT&T Mobility](#) Vendor Total: 607.41

287320061570X10242023	Invoice	11/16/2023	10/16/2023	11/16/2023	10/16/2023	607.41	0.00	0.00	0.00	607.41
PD Netmotion/Cell Phones	BANKW - BANK WEST				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
PD Netmotion/Cell Phones	NA	0.00	0.00	607.41	0.00	0.00	0.00	607.41

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
101-4210-42810	Phone		607.41	100.00%

Vendor: [1363 - Axon Enterprise, Inc.](#) Vendor Total: 4,116.00

INUS200352	Invoice	11/16/2023	11/1/2023	11/16/2023	11/1/2023	4,116.00	0.00	0.00	0.00	4,116.00
(7) Taser 7 CQ Dock	BANKW - BANK WEST				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
(7) Taser 7 CQ Dock	NA	0.00	0.00	4,116.00	0.00	0.00	0.00	4,116.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
101-4210-42200	Prof Fees Expense		4,116.00	100.00%

Vendor: [1866 - Baumeister, Stephany](#) Vendor Total: 264.00

safety conference 2023	Invoice	11/16/2023	11/16/2023	11/16/2023	11/16/2023	264.00	0.00	0.00	0.00	264.00
safety conference 2023	BANKW - BANK WEST				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
safety conference 2023	NA	0.00	0.00	264.00	0.00	0.00	0.00	264.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
101-4140-42700	Travel/Conf Expense		264.00	100.00%

Vendor: [0025 - Black Hawk Fire Department](#) Vendor Total: 2,000.00

2023 donation	Invoice	11/16/2023	11/16/2023	11/16/2023	11/16/2023	2,000.00	0.00	0.00	0.00	2,000.00
2023 Donation	BANKW - BANK WEST				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
2023 Donation	NA	0.00	0.00	2,000.00	0.00	0.00	0.00	2,000.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
101-4220-42900	Other Expense		2,000.00	100.00%

Vendor: [0021 - Black Hawk Water Users District](#) Vendor Total: 52.25

Payable Register

Packet: APPKT00032 - 11.16.2023 Invoices

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
oct 2023	Invoice	11/16/2023	11/16/2023	11/16/2023	11/16/2023	52.25	0.00	0.00	0.00	52.25
Water Gov't Building		BANKW - BANK WEST			No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Water Gov't Building	NA	0.00	0.00	52.25	0.00	0.00	0.00	52.25

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
101-4192-42800	Utility Expense		52.25	100.00%

Vendor: [1665 - Cardmember Services](#)

Vendor Total: 108.43

Oct charges old cards	Invoice	11/16/2023	11/16/2023	11/16/2023	11/16/2023	108.43	0.00	0.00	0.00	108.43
Oct charges of dcards		BANKEFT - BANK WEST EFT			No					
						Payment Date: 11/16/2023			Bank Draft:	DFT0000071

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Oct charges oldcards	NA	0.00	0.00	108.43	0.00	0.00	0.00	108.43

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
101-4210-42900	Other Expense		84.65	78.07%
101-4210-42500	Repair/Maint Expense		23.78	21.93%

Vendor: [1504 - CBH CO-OP](#)

Vendor Total: 6,355.19

oct 2023	Invoice	11/16/2023	11/16/2023	11/16/2023	11/16/2023	6,355.19	0.00	0.00	0.00	6,355.19
Gov't Fuel		BANKW - BANK WEST			No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Gov't Fuel	NA	0.00	0.00	6,355.19	0.00	0.00	0.00	6,355.19

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
101-4310-42600	Supply/Material Exp		3,585.82	56.42%
101-4210-42600	Supply/Material Exp		2,769.37	43.58%

Vendor: [0036 - City of Rapid City](#)

Vendor Total: 4,251.04

2311001	Invoice	11/16/2023	11/16/2023	11/16/2023	11/16/2023	4,226.04	0.00	0.00	0.00	4,226.04
Solid Waste Disposal		BANKW - BANK WEST			No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Solid Waste Disposal	NA	0.00	0.00	4,226.04	0.00	0.00	0.00	4,226.04

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
101-4320-43230	Solid Waste Collection		4,226.04	100.00%

[License Renewals](#)

License Renewals	Invoice	11/16/2023	11/16/2023	11/16/2023	11/16/2023	25.00	0.00	0.00	0.00	25.00
		BANKW - BANK WEST			No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
License Renewals	NA	0.00	0.00	25.00	0.00	0.00	0.00	25.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
101-4320-42600	Supply/Material Exp		25.00	100.00%

Vendor: [0120 - City of Sturgis](#)

Vendor Total: 400.00

15711	Invoice	11/16/2023	11/16/2023	11/16/2023	11/16/2023	400.00	0.00	0.00	0.00	400.00
Animal Control/Shelter Fees		BANKW - BANK WEST			No					

Notes: Harold (Black Goat) \$75.00
 Rambo (Black Shepard Mix) \$75.00
 Lucifer (White Pit/Lab x) \$250.00

Payable Register

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Animal Control/Shelter Fees	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				
101-4410-43350	Humane Society				400.00	100.00%				

Vendor: [0765 - Demersseman Jensen Tellinghuisen & Huffman, LLP](#) Vendor Total: 2,312.50

37493	Invoice	11/16/2023	11/16/2023	11/16/2023	11/16/2023	2,312.50	0.00	0.00	0.00	2,312.50
Professional Services	BANKW - BANK WEST				No					

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
Professional Services	NA	0.00	0.00	2,312.50	0.00	0.00	0.00	2,312.50		
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
101-4141-42200	Prof Fees Expense				2,312.50	100.00%				

Vendor: [1125 - First National Trust & Investment Management Services](#) Vendor Total: 24,975.77

Nov 2023	Invoice	11/16/2023	11/16/2023	11/16/2023	11/16/2023	24,975.77	0.00	0.00	0.00	24,975.77
SWR SRF Loan payment	BANKEFT - BANK WEST EFT				No	Payment Date: 11/16/2023		Bank Draft: DFT0000072		

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
SWR SRF Loan payment	NA	0.00	0.00	24,975.77	0.00	0.00	0.00	24,975.77		
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
604-4700-47100	Swr SRF Principal				20,676.25	82.79%				
604-4700-47120	Swr SRF Interest				4,299.52	17.21%				

Vendor: [0246 - Golden West Technologies](#) Vendor Total: 3,808.50

417916	Invoice	11/16/2023	11/16/2023	11/16/2023	11/16/2023	559.00	0.00	0.00	0.00	559.00
Microsoft 360 Licenses	BANKW - BANK WEST				No					

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
Microsoft 360 Licenses	NA	0.00	0.00	559.00	0.00	0.00	0.00	559.00		
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
101-4192-42200	Prof Fees Expense				559.00	100.00%				

417917	Invoice	11/16/2023	11/16/2023	11/16/2023	11/16/2023	3,249.50	0.00	0.00	0.00	3,249.50
Comprehensive Managed Services	BANKW - BANK WEST				No					

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
Comprehensive Managed Services	NA	0.00	0.00	3,249.50	0.00	0.00	0.00	3,249.50		
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
101-4192-42200	Prof Fees Expense				3,249.50	100.00%				

Vendor: [1369 - Greenapsis](#) Vendor Total: 320.00

74	Invoice	11/16/2023	11/16/2023	11/16/2023	11/16/2023	320.00	0.00	0.00	0.00	320.00
Govt Bldg Janitorial Services October 2023	BANKW - BANK WEST				No					

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
Govt Bldg Janitorial Services October 20	NA	0.00	0.00	320.00	0.00	0.00	0.00	320.00		
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
101-4192-42200	Prof Fees Expense				320.00	100.00%				

Vendor: [0544 - GUNDERSON & PALMER LLP](#) Vendor Total: 5,800.00

Payable Register

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
128692	Invoice	11/16/2023	11/16/2023	11/16/2023	11/16/2023	5,800.00	0.00	0.00	0.00	5,800.00
Legal Fees		BANKW - BANK WEST			No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Legal Fees	NA	0.00	0.00	5,800.00	0.00	0.00	0.00	5,800.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
101-4141-42200	Prof Fees Expense		5,800.00	100.00%

Vendor: [1694 - IBM](#)

Vendor Total: 26.76

4285363	Invoice	11/16/2023	11/16/2023	11/16/2023	11/16/2023	26.76	0.00	0.00	0.00	26.76
MaaS360 Essential Suite Client Overage		BANKW - BANK WEST			No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
MaaS360 Essential Suite Client Overage	NA	0.00	0.00	26.76	0.00	0.00	0.00	26.76

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
101-4192-42200	Prof Fees Expense		26.76	100.00%

Vendor: [0124 - Kieffer Sanitation](#)

Vendor Total: 62.50

13399974T035	Invoice	11/16/2023	11/16/2023	11/16/2023	11/16/2023	62.50	0.00	0.00	0.00	62.50
Portable Toilet Leisure Lane Park		BANKW - BANK WEST			No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Portable Toilet Leisure Lane Park	NA	0.00	0.00	62.50	0.00	0.00	0.00	62.50

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
101-4520-42500	Repair/Maint Expense		62.50	100.00%

Vendor: [0937 - MDU](#)

Vendor Total: 678.72

Nov 2023	Invoice	11/16/2023	11/16/2023	11/16/2023	11/16/2023	128.89	0.00	0.00	0.00	128.89
Gov't Bldg Utilities		BANKW - BANK WEST			No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Gov't Bldg Utilities	NA	0.00	0.00	128.89	0.00	0.00	0.00	128.89

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
101-4192-42800	Utility Expense		128.89	100.00%

Nov 2023-2	Invoice	11/16/2023	11/16/2023	11/16/2023	11/16/2023	51.15	0.00	0.00	0.00	51.15
Glenwood Dr Lift Station		BANKW - BANK WEST			No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Glenwood Dr Lift Station	NA	0.00	0.00	51.15	0.00	0.00	0.00	51.15

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
604-4000-42800	Utility Expense		51.15	100.00%

Nov 2023-3	Invoice	11/16/2023	11/16/2023	11/16/2023	11/16/2023	43.06	0.00	0.00	0.00	43.06
PW Bldg Utilities		BANKW - BANK WEST			No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
PW Bldg Utilities	NA	0.00	0.00	43.06	0.00	0.00	0.00	43.06

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
101-4310-42800	Utility Expense		43.06	100.00%

Nov 2023-4	Invoice	11/16/2023	11/16/2023	11/16/2023	11/16/2023	49.73	0.00	0.00	0.00	49.73
Recreational Drive Genrator		BANKW - BANK WEST			No					

Payable Register

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description Recreational Drive Genrator Distributions Account Number: 604-4000-42800 Account Name: Utility Expense Project Account Key: _____ Amount: 49.73 Percent: 100.00%										
Items Item Description: Recreational Drive Genrator Commodity: NA Units: 0.00, Price: 0.00, Amount: 49.73, Tax: 0.00, Shipping: 0.00, Discount: 0.00, Total: 49.73										
Invoice 11/16/2023 11/16/2023 11/16/2023 11/16/2023 405.89 0.00 0.00 0.00 405.89 FarmTap BANKW - BANK WEST No										
Items Item Description: FarmTap Commodity: NA Units: 0.00, Price: 0.00, Amount: 405.89, Tax: 0.00, Shipping: 0.00, Discount: 0.00, Total: 405.89										
Distributions Account Number: 604-4000-42800 Account Name: Utility Expense Project Account Key: _____ Amount: 405.89 Percent: 100.00%										

Vendor: [1101 - Meade County Auditor](#) Vendor Total: 4,526.77

Invoice 11/16/2023 11/16/2023 11/16/2023 11/16/2023 2,658.45 0.00 0.00 0.00 2,658.45 Oct 2023 October 2023 Dispatch Fees BANKW - BANK WEST No										
Items Item Description: October 2023 Dispatch Fees Commodity: NA Units: 0.00, Price: 0.00, Amount: 2,658.45, Tax: 0.00, Shipping: 0.00, Discount: 0.00, Total: 2,658.45										
Distributions Account Number: 101-4210-42820 Account Name: Dispatch Expense Project Account Key: _____ Amount: 2,658.45 Percent: 100.00%										
Invoice 11/16/2023 11/16/2023 11/16/2023 11/16/2023 1,868.32 0.00 0.00 0.00 1,868.32 Sept 2023 September 2023 Dispatch Fees BANKW - BANK WEST No										
Items Item Description: September 2023 Dispatch Fees Commodity: NA Units: 0.00, Price: 0.00, Amount: 1,868.32, Tax: 0.00, Shipping: 0.00, Discount: 0.00, Total: 1,868.32										
Distributions Account Number: 101-4210-42820 Account Name: Dispatch Expense Project Account Key: _____ Amount: 1,868.32 Percent: 100.00%										

Vendor: [1433 - Midcontinent Communications](#) Vendor Total: 177.99

Invoice 11/16/2023 11/16/2023 11/16/2023 11/16/2023 177.99 0.00 0.00 0.00 177.99 oct 2023 WWTP telephone 605.787.6851 BANKW - BANK WEST No										
Items Item Description: WWTP telephone 605.787.6851 Commodity: NA Units: 0.00, Price: 0.00, Amount: 177.99, Tax: 0.00, Shipping: 0.00, Discount: 0.00, Total: 177.99										
Distributions Account Number: 604-4000-42800 Account Name: Utility Expense Project Account Key: _____ Amount: 177.99 Percent: 100.00%										

Vendor: [1157 - Midcontinent Testing Laboratories, Inc.](#) Vendor Total: 175.50

Invoice 11/16/2023 11/16/2023 11/16/2023 11/16/2023 175.50 0.00 0.00 0.00 175.50 125076 WWTP monthly testing BANKW - BANK WEST No										
Items Item Description: WWTP monthly testing Commodity: NA Units: 0.00, Price: 0.00, Amount: 175.50, Tax: 0.00, Shipping: 0.00, Discount: 0.00, Total: 175.50										
Distributions Account Number: 604-4000-42620 Account Name: Tesing Expense Project Account Key: _____ Amount: 175.50 Percent: 100.00%										

Vendor: [0008 - Rapid City Journal](#) Vendor Total: 994.40

Invoice 11/16/2023 11/16/2023 11/16/2023 11/16/2023 348.36 0.00 0.00 0.00 348.36 60343 Ordinance 2024 BANKW - BANK WEST No										
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Payable Register

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
60412	Invoice	11/16/2023	11/16/2023	11/16/2023	11/16/2023	118.81	0.00	0.00	0.00	118.81
9.21.2023 Commission Meeting										
		BANKW - BANK WEST		No						
Items										
Item Description										
9.21.2023 Commission Meeting										
		NA		0.00	0.00	118.81	0.00	0.00	0.00	118.81
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
101-4110-42300	Publishing Exp				348.36	100.00%				
60413	Invoice	11/16/2023	11/16/2023	11/16/2023	11/16/2023	56.55	0.00	0.00	0.00	56.55
08.26.2023 P&Z Meeting										
		BANKW - BANK WEST		No						
Items										
Item Description										
08.26.2023 P&Z Meeting										
		NA		0.00	0.00	56.55	0.00	0.00	0.00	56.55
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
101-4652-42300	Publishing Exp				56.55	100.00%				
61453	Invoice	11/16/2023	11/16/2023	11/16/2023	11/16/2023	85.68	0.00	0.00	0.00	85.68
Correct Snow Ordinance										
		BANKW - BANK WEST		No						
Items										
Item Description										
Correct Snow Ordinance										
		NA		0.00	0.00	85.68	0.00	0.00	0.00	85.68
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
101-4310-42300	Publishing Exp				85.68	100.00%				
61634	Invoice	11/16/2023	11/16/2023	11/16/2023	11/16/2023	41.13	0.00	0.00	0.00	41.13
Resolution 2023-10										
		BANKW - BANK WEST		No						
Items										
Item Description										
Resolution 2023-10										
		NA		0.00	0.00	41.13	0.00	0.00	0.00	41.13
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
101-4110-42300	Publishing Exp				41.13	100.00%				
61635	Invoice	11/16/2023	11/16/2023	11/16/2023	11/16/2023	36.56	0.00	0.00	0.00	36.56
Resolution 2023-11										
		BANKW - BANK WEST		No						
Items										
Item Description										
Resolution 2023-11										
		NA		0.00	0.00	36.56	0.00	0.00	0.00	36.56
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
101-4110-42300	Publishing Exp				36.56	100.00%				
61636	Invoice	11/16/2023	11/16/2023	11/16/2023	11/16/2023	46.84	0.00	0.00	0.00	46.84
Ordinance 2023-16										
		BANKW - BANK WEST		No						
Items										
Item Description										
Ordinance 2023-16										
		NA		0.00	0.00	46.84	0.00	0.00	0.00	46.84
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
101-4110-42300	Publishing Exp				46.84	100.00%				

Payable Register

Packet: APPKT00032 - 11.16.2023 Invoices

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
61682	Invoice	11/16/2023	11/16/2023	11/16/2023	11/16/2023	143.94	0.00	0.00	0.00	143.94
10.05.2023 Commission Meeting		BANKW - BANK WEST		No						

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
10.05.2023 Commission Meeting	NA	0.00	0.00	143.94	0.00	0.00	0.00	143.94

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
101-4110-42300	Publishing Exp		143.94	100.00%

61894	Invoice	11/16/2023	11/16/2023	11/16/2023	11/16/2023	57.12	0.00	0.00	0.00	57.12
Resolution 2023-12		BANKW - BANK WEST		No						

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Resolution 2023-12	NA	0.00	0.00	57.12	0.00	0.00	0.00	57.12

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
101-4110-42300	Publishing Exp		57.12	100.00%

61921	Invoice	11/16/2023	11/16/2023	11/16/2023	11/16/2023	37.70	0.00	0.00	0.00	37.70
10.18.2023 Special Commission Meeting		BANKW - BANK WEST		No						

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
10.18.2023 Special Commission Meetin	NA	0.00	0.00	37.70	0.00	0.00	0.00	37.70

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
101-4110-42300	Publishing Exp		37.70	100.00%

61926	Invoice	11/16/2023	11/16/2023	11/16/2023	11/16/2023	21.71	0.00	0.00	0.00	21.71
Ordinance 2023-17		BANKW - BANK WEST		No						

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Ordinance 2023-17	NA	0.00	0.00	21.71	0.00	0.00	0.00	21.71

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
101-4110-42300	Publishing Exp		21.71	100.00%

Vendor: [1291 - RCS Construction Inc](#) Vendor Total: 805,246.33

#8	Invoice	11/16/2023	11/16/2023	11/16/2023	11/16/2023	805,246.33	0.00	0.00	0.00	805,246.33
Pay Application #8		BANKW - BANK WEST		No						

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Pay Application #8	NA	0.00	0.00	805,246.33	0.00	0.00	0.00	805,246.33

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
502-4850-48500	Construction Costs		805,246.33	100.00%

Vendor: [0018 - SD One Call](#) Vendor Total: 27.30

SD23-03233	Invoice	11/16/2023	11/16/2023	11/16/2023	11/16/2023	27.30	0.00	0.00	0.00	27.30
26 Notifications for October 2023		BANKW - BANK WEST		No						

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
26 Notifications for October 2023	NA	0.00	0.00	27.30	0.00	0.00	0.00	27.30

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
101-4232-42900	Other Expense		27.30	100.00%

Vendor: [1245 - SD State Treasurer](#) Vendor Total: 961.76

Oct 2023	Invoice	11/16/2023	11/16/2023	11/16/2023	11/16/2023	961.76	0.00	0.00	0.00	961.76
October 2023 Sales Tax Collected		BANKEFT - BANK WEST EFT		No		Payment Date: 11/16/2023		Bank Draft: DFT0000070		

Payable Register

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
October 2023 Sales Tax Collected	NA		0.00	0.00	961.76	0.00	0.00	0.00	961.76	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
101-0000-21700	Sales Tax Payable				961.76	100.00%				

Vendor: [1318 - SDML](#) Vendor Total: 2,481.61

2024 Dues	Invoice	11/16/2023	11/16/2023	11/16/2023	11/16/2023	2,481.61	0.00	0.00	0.00	2,481.61
Annual Municipal Membership Dues	BANKW - BANK WEST				No					

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
Annual Municipal Membership Dues	NA	0.00	0.00	2,481.61	0.00	0.00	0.00	2,481.61		
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
101-4652-42900	Other Expense				620.40	25.00%				
101-4110-42900	Other Expense				620.40	25.00%				
101-4120-42900	Other Expense				620.40	25.00%				
101-4140-42900	Other Expense				620.41	25.00%				

Vendor: [1328 - Servall Uniform & Linen Supply](#) Vendor Total: 184.26

0843359	Invoice	11/16/2023	11/16/2023	11/16/2023	11/16/2023	184.26	0.00	0.00	0.00	184.26
Monthly mat exchange	BANKW - BANK WEST				No					

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
Monthly mat exchange	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: [1162 - Tech Sales Company](#) Vendor Total: 783.12

327616	Invoice	11/16/2023	11/16/2023	11/16/2023	11/16/2023	783.12	0.00	0.00	0.00	783.12
Isco 4700/5800 Sampler replacement pump	BANKW - BANK WEST				No					

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
Isco 4700/5800 Sampler replacement p	NA	0.00	0.00	783.12	0.00	0.00	0.00	783.12		
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
604-4000-42500	Repair/Maint Expense				783.12	100.00%				

Vendor: [1681 - TextMyGov](#) Vendor Total: 1,800.00

504985	Invoice	11/16/2023	11/16/2023	11/16/2023	11/16/2023	1,800.00	0.00	0.00	0.00	1,800.00
TextMyGov	BANKW - BANK WEST				No					

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
TextMyGov	NA	0.00	0.00	1,800.00	0.00	0.00	0.00	1,800.00		
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
604-4000-42200	Prof Fees Expense				450.00	25.00%				
101-4140-42200	Prof Fees Expense				450.00	25.00%				
101-4210-42200	Prof Fees Expense				450.00	25.00%				
101-4310-42200	Prof Fees Expense				450.00	25.00%				

Vendor: [0202 - Western Communications Inc.](#) Vendor Total: 28.00

19466	Invoice	11/16/2023	11/16/2023	11/16/2023	11/16/2023	28.00	0.00	0.00	0.00	28.00
Stagebarn Unit	BANKW - BANK WEST				No					

Payable Register

Packet: APPKT00032 - 11.16.2023 Invoices

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	
Stagebarn Unit Distributions	NA		0.00	0.00	28.00	0.00	0.00	0.00	28.00	
Account Number	Account Name		Project Account Key		Amount	Percent				
101-4210-42500	Repair/Maint Expense				28.00	100.00%				

Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	47	879,113.11	0.00	0.00	0.00	879,113.11	26,045.96	853,067.15
Grand Total:		879,113.11	0.00	0.00	0.00	879,113.11	26,045.96	853,067.15

Account Summary

Account	Name	Amount
101-0000-21700	Sales Tax Payable	961.76
101-4110-42300	Publishing Exp	852.17
101-4110-42900	Other Expense	620.40
101-4120-42900	Other Expense	620.40
101-4140-42200	Prof Fees Expense	450.00
101-4140-42700	Travel/Conf Expense	264.00
101-4140-42900	Other Expense	620.41
101-4141-42200	Prof Fees Expense	8,112.50
101-4192-42200	Prof Fees Expense	4,339.52
101-4192-42800	Utility Expense	181.14
101-4210-42200	Prof Fees Expense	4,566.00
101-4210-42500	Repair/Maint Expense	51.78
101-4210-42600	Supply/Material Exp	2,769.37
101-4210-42810	Phone	607.41
101-4210-42820	Dispatch Expense	4,526.77
101-4210-42900	Other Expense	84.65
101-4220-42900	Other Expense	2,000.00
101-4232-42900	Other Expense	27.30
101-4310-42200	Prof Fees Expense	450.00
101-4310-42300	Publishing Exp	85.68
101-4310-42510	Street Snow Removal	5,587.00
101-4310-42600	Supply/Material Exp	3,585.82
101-4310-42800	Utility Expense	43.06
101-4320-42600	Supply/Material Exp	25.00
101-4320-43230	Solid Waste Collection	4,226.04
101-4410-43350	Humane Society	400.00
101-4520-42500	Repair/Maint Expense	62.50
101-4652-42300	Publishing Exp	56.55
101-4652-42900	Other Expense	620.40
Total:		46,797.63

Account	Name	Amount
502-4850-48500	Construction Costs	805,246.33
Total:		805,246.33

Account	Name	Amount
604-4000-42200	Prof Fees Expense	450.00
604-4000-42500	Repair/Maint Expense	783.12
604-4000-42620	Tesing Expense	175.50
604-4000-42800	Utility Expense	684.76
604-4700-47100	Swr SRF Principal	20,676.25
604-4700-47120	Swr SRF Interest	4,299.52
Total:		27,069.15



SUMMERSET POLICE DEPARTMENT

7055 Leisure Ln. Summerset, SD 57718
Office: 605-721-6806 Fax: 605-721-6381

Summerset Police Department Monthly Report-October 2023

Calls for Service: 302

Traffic stops: 91

Breakdown of some calls for service:

DUI- 4

Drug- 2

Assault- 9

Motor vehicle crash- 6

Burglary-3

Vehicle Burglary-3

Shoplifting-4

Alarms- 12

Assist-other-agency- 37

Animal complaint- 8

Assist person- 5

Welfare check- 7

Saturation Patrol-11

Warrant-4

Sex Offender Registration-1

Community Service: Officer Uebel participated in a community service event at Our Lady of the Black Hills.

Department Training: Officer Juso completed Comprehensive School Threat Assessment training, Officer Boddicker attended Rangemaster Tactical training, Marksmanship Matters 4 Day Defensive Pistol training, and ILEETA Conference.

OCTOBER 2023 CITY ADMINISTRATOR REPORT

ECONOMIC DEVELOPMENT

- Researched Business Improvement Districts and Hotel Bid Tax.
- Visited with A. Anglin on Summerset property for RFP. Anglin will draft the same for our review and send out.

GRANTS

- Sent Wellness Grant information to Parks and Recreation Board for review.
- Zoom meeting on Grant Award for the Generator from FEMA and next steps.

PLANNING & ZONING/BUILDING

- Visited with J. Semmler on completion and pickup of Building Permit on Hunt Brothers Pizza.
- Visited with J. Schram on dates his minor plat will be heard and the final steps.
- Visited with P. Olsen on Tru-Form lot.
- Visited with J. Hanson with Speeds Storage on items needed for Developer's Agreement.
- Visited with J. Ambrose on map for possible purchase of Gingras Property.
- Contacted by B. Powles on land sale of Gingras. It was suggested that we set up a meeting.
- Visited with T. Norman on additional items needed for plat.
- Visited with M. Leon and next steps on final plat.
- Visited with M. Martin regarding Planning and Zoning – no meeting. Went over a few items for next meeting at end of the month.
- Visited with L. Shagla HDR regarding planning matters.
- Visited with A. Kayl regarding conduit placement on Hunt Brothers Pizza and the possible relocating of the same.
- Sent variance paperwork to Register of Deeds for recording on McIntosh.
- Contacted G. Colosardo for plat filing and recording.
- Set up meeting with B. Powles, J. Ambrose, D. Butler, M. Torno on Gingras well lot possible sale.
- Contacted T. Eastman at Meade County on whether an approach permit was applied for on Norman property.
- Contacted Besler Inc, for plat filing and recording.
- Visited with H. Pich about approach onto Sturgis Road. I directed her to SDDOT.
- Set up a meeting with J. Hanson to review what was needed for Speeds Storage on Infinity Dr.
- G. Colosardo contacted me about re-doing minor plat and changing the lines since it was last approved.
- Sent review to Vanocker Canyon Development on CAT Construction.
- Visited with J. Scull on possible temporary sewer for apartments. It was determined that would not be applicable.
- Visited with M. Leon on final inspection of infrastructure on Heather Lane.

*See next page

MISC.

- T. Wiczorek contacted me on deed that was recorded in office of the Register of Deeds.
- Visited with Brendan S. on possible zoom meeting on Placer A.I.
- Visited with D. McComb on webpage, Midco, and users on Golden West and updates.
- Visited with T. Reisbeck on mailboxes on Arcadia and beautification. Suggested to make it an agenda item and visit with the Board about the same.
- Visited with M. Torno on agenda items and the removal of some items.
- Visited with A. Kayl on street repair possibly needed on Arcadia.
- Reviewed letter by counsel appointed by insurance company on a letter being sent out on an insurance claim.
- Received a call about Blue Peak upgrade, problems getting calls out.
- O. Davis came into visit with me on his wages, along with certifications.
- Visited with M. Torno on meeting dates with Vanocker Development.
- Attended zoom call with Incode 10 on projects and training. We have additional 70 hours not used.
- Received email on next Exit 48 meeting. Wanted responses of when everyone would be available.
- Reviewed the 2022 Police Management Study.
- Researched ingress/egress access and number of homes required for second access for M. Torno.
- Zoom Meeting on South Dakota Retirement Systems and pension plans.
- Visited with D. Brenneman on legal descriptions for surplus property.
- Reviewed the SDPAA Newsletter for new updates.
- Received a complain about garbage not being picked up. I forwarded the complaint to A. Kayl.
- Zoom call with Incode 10 on three month follow up client call.
- Completed agenda for special meeting.
- Completed agendas for two commission meetings.
- Contacted Meade County on old building permit records for property on Sturgis Road.
- Sent fire alarm plans onto Hermanson Egge for review.
- Visited with J. Smith on a code enforcement issue.
- Attended a zoom meeting with the SD of Revenue.
- Set up Parks Agenda for meeting on 19th.
- Checked into permitting on property located on Bellingham Street.
- Received contract from HDR on Astoria Court and hand delivered it to Simon Contractors.
- Visited with S. Delbridge – Hermanson Egge about electrical and plumbing inspections from the State.
- Visited with S. Peliter on closing date on lot to be sold.
- Attended special meeting on Parks and Recreation Board Member Appointment.

- Attended Black Hills Council of Local Governments meeting.
- Visited with K. Forrester on comprehensive plan and trails in the National Forest. Passed along information to M. Torno to contact the Ranger in charge.
- Attended meeting with J. Hanson, L. Shagla and M. Torno on future use regarding grading permit on Infinity Dr.
- Visited with M. Wheeler regarding surplus land.
- Attended zoom meeting regarding FEMA and setting up a time to come before the Board with their overview.
- Visited with S. Reade regarding ordinances and discussions on roofing materials.
- Drafted Developer's Agreement for J. Hanson and sent it onto M. Wheeler for final review.
- Sent bullet points on possible Developer's Agreement with Vanocker Canyon Development to all parties involved to set up a meeting to go through the same.
- Attended picture day.
- Visited with Big C. Signs on sign permit.
- Reviewed magnet layout and updated dates.
- Visited with ATF on business in Summerset, renewal and no business license.
- Conference call with SD DOR.
- Visited with J. Kottowitz from City of Piedmont regarding Text My Gov.
- Attended zoom meeting on sewer rate study.
- Attended zoom call on Norman Ranch.
- Visited with HDR on amending general contract agreement.

October 2023 Finance Department Monthly Recap

- Attended SDML Annual Conference in Rapid City this year
- Zoom meeting Tyler Tech 3 month follow up with Rebekah Hummer
- Zoom meeting with Nancy Brady – follow up on upgrade project. We are 70 hrs under our estimated projected hours.
- Zoom meeting for Summerset rate study.
- 2024 Liquor License – Mailed renewal application to license holder.
- Worked with Jon and Mike on getting Water Warrior invoices figured out.
- Payroll processing, benefit's deduction review, process human resource updates for payroll Filed corresponding reports for payroll
 - 941 filed electronically
 - SDRS filed electronically
 - SD Health Pool, Aflac, Delta Dental
 - Quarterly State unemployment
 - Quarterly 941
- Accounts Payable
 - Prepared and submitted South Dakota Sales Tax
 - Invoice processing, process checks for corresponding invoices to be paid and mailed out.
 - Journal entries in GL
 - Bank reconciliation
- Utility Billing
 - Daily
 - Post payments in Cash Receipts, process online credit card payments through lockbox, reconcile all payments to report, print reports and wrap up your work so that all payments post to the individual accounts
 - Deposit checks with BankWest scanner
 - Take cash deposits to bank
 - Process new resident applications
 - Process residents move out paperwork and process deposit refunds once account is at a zero balance
 - General customer service
 - Adjustments to resident accounts
 - Monthly
 - Post penalties to past due accounts
 - Process and mail out utility bills
 - Mailed August bills out in new system – a couple hiccups but went well
- Emailed Commission meeting minutes to Rapid City Journal to publish
- Published Commission meeting minutes on website
- Ordered office supplies
- Notary services for residents of Summerset
- Licensing, Permitting, Inspection upload to one drive

October

Sanitation

Hauled Solid Waste, Recycling, Cardboard and Yard waste. Repaired/cleaned/ and delivered cans as needed. Serviced and cleaned solid waste equipment. Repaired Sensors on Mack.

Public works

Attended council meeting. Performed maintenance on public works equipment. Had numerous conversations with the Public Works Commissioner, Mayor and City Staff. Mowed drainages and city lots. Worked on cleaning drainage behind Glenwood.

Code enforcement

Issued 9 notices of violation that were reported to the Code Enforcement Officer.

Parks

Winterized sprinkler system, closed bathroom facilities for season. Ordered repair parts to playground equipment.

Miscellaneous

Conducted road maintenance at the Waste water treatment plant. Assisted USGS to install a rock weir for sensor equipment to be installed in 2024

Oct 2023 Wastewater Department report

Daily Operations

10-3 Sent in DMR report to DANR
10-3 Worked with Stephanie on Water Warrior litigation
10-4 Construction meeting with HDR and RCS
10-7 SBR #1 Decanter failed to open.
10-10 Adjusted limit switch set points on SBR #1 Decanter
10-18 Construction meeting with HDR and RCS
10-19 Attended Commission meeting
10-20 Attended meeting with Brandon Powles about land purchase.
10-29 SBR #1 Decanter failed to open.
Responded to 20 requests for locate services
Treated 5.7 million gallons of wastewater with a daily average of 190,000 gals/day

Special Projects

Misc

**CITY OF SUMMERSET AND CITY OF STURGIS
ANIMAL SHELTER AGREEMENT**

This **Animal Shelter Agreement** ("**Agreement**") made the ____ day of _____, 2023, by and between the **CITY OF SUMMERSET**, a municipal corporation incorporated under the laws of South Dakota, of 7055 Leisure Lane, Summerset, SD 57718, ("**Summerset**"), and the **CITY OF STURGIS**, a municipal corporation incorporated under the laws of South Dakota, of 1040 Harley-Davidson Way, Sturgis, SD 57785, by and through its Animal Shelter located at 1140 Otter Road, Sturgis, SD 57785 ("**Sturgis**"), collectively referred to herein as the "Parties."

The Parties desire that Sturgis will provide animal shelter services to Summerset, for animals identified and seized/captured by Summerset officials/animal control under Summerset Ordinances, and transported to the Sturgis Animal Shelter located at 1140 Otter Road, Sturgis, SD 57785.

In Consideration of the mutual covenants hereinafter contained, it is hereby agreed by and between the Parties as follows:

TERMS AND CONDITIONS

- 1. PURPOSE:** Sturgis agrees to provide animal shelter services to Summerset in order for Summerset to implement its ordinances related to animal control within the Summerset city boundary as allowable by law. In providing these services to Summerset, Sturgis is not assuming any authority or responsibility under Sturgis ordinances and is not independently responsible for ordinance enforcement, prosecution, or implementation of any program or activity within the Summerset city boundary.
- 2. TERM:** The term of this Agreement shall be effective 12:01 a.m. on January 1, 2024, and shall terminate at 11:59 p.m. on December 31, 2024.
- 3. PAYMENT:** Summerset agrees to pay Sturgis for performance of its obligations according to the fee schedule in Paragraph 5, Sections E and F below.
- 4. INDEPENDENT CONTRACTOR:** Sturgis is at all times an independent contractor and no agency relationship is intended to be created by this Agreement. Sturgis is solely responsible for employing the personnel necessary to provide the services required by this Agreement. Sturgis shall furnish a list of all employees, including title and job description, upon request of

Summerset. Sturgis will provide its own insurance at a minimum as required herein.

5. STURGIS OBLIGATIONS: For the consideration described in this Agreement, Sturgis agrees to provide the following services pursuant to this Agreement:

A. Maintain and operate a facility for the shelter of animals in accordance with all applicable laws of the United States and State of South Dakota, City ordinances, and contemporary standards of the humane treatment of animals.

B. Appoint and maintain competent and qualified agents for carrying out the obligations of this Agreement.

C. Maintain regular posted office hours of not less than Forty (40) hours per week, holidays excluded, at the animal shelter for the purpose of transacting business in connection with the obligations of Sturgis under this Agreement, and for the receiving of animals or for accepting applications for the redemption of impounded animals. Sturgis will provide Summerset a written or electronic schedule of hours under this Agreement.

D. Provide shelter to Summerset animals only at the specific request of Summerset designated contact, ACO officer, or other designee. Sturgis will accept citizen turn-ins, at an expense to Summerset with approval from Summerset designee.

E. At Sturgis' discretion and approval, Sturgis may be available on a limited and individual case basis, to assist Summerset with Animal Control duties, such as animal capture, transportation, and/or other specifically requested services based on the following hour and mileage fee schedule:

1. \$35.00 per officer hour and \$0.45 per mile, Monday through Friday between 8:00 a.m., and 5:00 p.m.;
2. \$50.00 per officer hour and \$0.45 per mile, for all other days and hours.
3. Minimum charge for these services is two (2) hours, and the per officer hour costs include travel time from and to Sturgis.

F. Provide animal shelter and all other related services as requested by Summerset, and will provide Summerset with a monthly accounting of its charges to Summerset based on the following schedule:

1. \$5.00 Administration Fee. This fee will be assessed to any and all animals received with approval from Summerset designated contact, whether owner reclaims or said animal becomes the property of Sturgis.
2. \$45.00 Intake Fee. Intake fee includes boarding fee for the first day.
3. \$25.00 Boarding Fee for each additional day or partial day an animal spends in the shelter.
4. \$45.00 euthanasia/disposal fee.
5. \$145.00 fee for decapitation and shipping for rabies testing.
6. Actual cost of veterinary expenses for sick or injured animals, plus an additional 20% cost for transportation and overhead. Any veterinary expenses paid under this provision shall be directly billed to Summerset, if applicable, after designee approval. Summerset approval is necessary unless veterinary care is required in emergency situations.

G. Sturgis agrees to provide Summerset with a monthly invoice with detailed accounting of the activity under this Agreement. Such invoice will be submitted to Summerset not later than ten (10) days following the end of the month.

H. Sturgis agrees that prior to delivery of any services subject to expenses beyond those provided in Sections F(1) and (2), Sturgis will obtain authorization for those services from Summerset. Summerset reserves the right, at its sole discretion and expense, to utilize other service providers available to Summerset for those services requested by Sturgis. In situations where emergency veterinary care is necessary, prior to receiving care, Sturgis will make a good faith effort to receive Summerset approval, however Sturgis may obtain emergency veterinary services without prior approval of Summerset.

I. Maintain complete books and records of all animals taken into custody and impounded by or at the request of Summerset designated contact and submit monthly invoices/reports to Summerset showing the date, place, and manner whereby the animals are brought into custody with a description of the animal and record of its final disposition including all associated fees chargeable to Summerset. All Sturgis books and records provided under this Agreement must be open for inspection by Summerset upon reasonable request to determine accuracy and compliance with this Agreement and applicable law.

6. SUMMERSET'S OBLIGATIONS: For the consideration described in this Agreement, Summerset agrees:

A. Unless expressly provided for in this Agreement, perform all code enforcement and animal control activities in the City of Summerset, including but not limited to, animal seizure/capture, owner location (when applicable), and transportation to the Sturgis Animal Shelter.

B. Appoint and maintain competent and qualified agents for carrying out the obligations of this Agreement.

C. In no manner is Sturgis responsible for prosecuting any Summerset ordinance violations, or is required to pursue restitution in any criminal action involving any animal held in Sturgis' custody under this Agreement. Summerset retains sole responsibility to prosecute its own ordinance violations, and to pursue restitution for any costs incurred under this Agreement stemming from a criminal action occurring in the City of Summerset.

D. Summerset is responsible for any costs incurred with any holds or impoundments required by pending criminal or protective custody cases originating within the City of Summerset boundaries. Additionally, Summerset is responsible for any reasonable holding costs associated with animals whose original owner's rights have been terminated, and the animal is ordered into the Custody of Sturgis. Sturgis must take reasonable steps to minimize holding costs in this situation. This provision applies regardless whether the cases are prosecuted by the City of Summerset or the State's Attorney.

7. PAYMENT: Summerset retains full responsibility for payment of any and all costs provided for under Paragraph 5, Sections E and F. Sturgis must make a good faith effort to charge and collect all fees otherwise chargeable to Summerset under this Agreement, except for the administration fee of five dollars (\$5.00) in Paragraph 5, Section F(1), from all persons who reclaim impounded animals under this Agreement. Any fees collected by Sturgis from persons who reclaim impounded animals shall be credited to any costs owed by Summerset under this Agreement. Alternatively, Sturgis may forward any payment received from reclamation of impounded animals to Summerset and require payment of all costs invoiced under this Agreement.

8. LARGE ANIMALS AND RESCUES: This Agreement does not include large animals such as horses, goats, livestock, or any other large, exotic, or unusual animals. Additionally, this Agreement does not include large scale rescues, confiscations, and/or abandonment, or other such situation that

requires Sturgis to impound or hold in custody five (5) or more animals from any one residence and/or property. The Agreement only includes domestic pets and excludes any exotic or unusual animals.

9. INSURANCE: Both Parties agree to secure workers' compensation insurance providing the statutory limits required by South Dakota law. The Parties additionally agree to secure professional liability insurance providing occurrence basis coverage for any claim arising from the errors, omissions, failure to render a service, or the negligent rendering of the service by each Party in the amount of \$1,000,000 each occurrence and \$2,000,000 annual aggregate. All insurance secured by the Parties under the provisions of this section shall be issued by a recognized, reputable insurance company or a risk retention group formed under the Laws of the State of South Dakota. The insurance specified in this section may be in a policy or policies of insurance, primary or excess. Certificates of all required insurance must be provided to either Party upon written request. The Parties will provide each other with at least forty-five (45) days' written notice of an insurer's intent to cancel or not renew any of the insurance coverage.

10. INDEMNITY: The Parties agree to be solely responsible for any actions related to their individual duties under this Agreement. The Parties agree to protect, save, defend, indemnify, and hold one another harmless, as well as each of their respective assigns, heirs, agents, representatives, and affiliates, from and against any and all expenses, damages, claims, suits, actions, judgments, demands, liabilities, debts, damages, and/or costs whatsoever, including reasonable attorney's fees, arising out of, and/or in any way connected with, any injury, claim, and/or action arising out of each Parties' individual respective duties under this Agreement. This provision shall survive any termination or expiration of this Agreement.

11. APPLICABLE ORDINANCE: Unless otherwise expressly provided, the City of Summerset ordinances apply to the implementation of any actions under this Agreement.

12. UNCLAIMED OR UNREDEEMED ANIMALS: Parties agree that all unclaimed or unredeemed animals seized and impounded pursuant to this Agreement, other than for rabies observation, criminal cases, or protective custody, shall become the property of Sturgis upon its compliance with the five (5) day reclamation/impoundment period required under Summerset ordinance § 91.022. Sturgis may, at its sole discretion, apply a longer reclamation/impoundment period than the five (5) day reclamation period provided by Summerset ordinance § 91.022, prior to declaring an animal as

abandoned or pursuing any allowable disposition under the ordinances. Disposition of these animals may be at the discretion of Sturgis. Disposition of these animals may be at the discretion of Sturgis. Summerset is responsible for any reasonable holding costs until the animal's final disposition.

13. NO PARTNERSHIP: Nothing contained in this Agreement shall be construed as establishing an employer/employee, partnership, or joint venture relationship between the Parties.

14. COURT FINES: Parties agree that any fines collected by any court for Summerset as a result of any violation of law or ordinance shall be retained by Summerset as its sole property unless the court otherwise directs.

15. ASSIGNMENT: Neither Party shall assign any of the rights, nor delegate any of the duties imposed upon it under the provisions of the Agreement without first obtaining written permission from the other Party.

16. WAIVER: The failure by one party to require performance of any provision herein shall not affect that Party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

17. BREACH AND OPPORTUNITY TO CURE: If any Party materially breaches any part of this Agreement, the non-breaching party shall provide to the breaching party written notice of such breach within ten (10) business days. Thereafter, the breaching party shall have a reasonable opportunity to cure the breach. If the breach is not cured within thirty (30) days or such longer period as may be mutually agreed upon, the non-breaching party may terminate this Agreement upon written notice to the breaching party.

18. NOTICE: All notices or other communications required or permitted hereunder shall be in writing to the addresses below, and shall be (a) personally delivered, (b) sent by registered or certified mail, return receipt requested, or (c) sent by overnight commercial carrier, such as among others, Federal Express. Any such notice or other communication shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice; (ii) if mailed, on the date of delivery as shown by the addressee's registry or certification receipt; (iii) if sent and delivered by overnight commercial carrier, one (1) business day after the date of deliver of such communication to such carrier as marked thereon, with applicable charges prepaid.

All notices must be provided to the following addresses, unless provided in writing to the other party to a different designated address:

SUMMERSET

City of Summerset
7055 Leisure Lane
Summerset, SD 57718

CITY

City of Sturgis
1040 Harley-Davidson Way
Sturgis, SD 57785

19. TIME IS OF THE ESSENCE: The Parties agree that time is of the essence with regard to the enforcement of Summerset’s animal control ordinances and state law provisions governing the same.

20. GOVERNING LAW, JURISDICTION AND VENUE: This Agreement shall be governed by and construed according to the laws of the State of South Dakota. All actions or proceedings related to or arising under this Agreement shall be brought in the Circuit Court for the Fourth Judicial Circuit, Meade County, South Dakota.

21. AMENDMENT OR MODIFICATION: Any amendments, changes, modifications, or revisions to the terms of this Agreement must be in writing and signed by both Parties with the same formality as the original Agreement.

22. ENTIRE AGREEMENT: This written Agreement and all of its provisions shall be considered the complete agreement of the Parties relating to the matters set forth therein. This Agreement contains the complete terms between the Parties and supersedes all prior negotiations and representations, both written and oral, relating to the subject matter thereof. No statement, promises, or inducements made by either party or agents of either party that are not contained in this written agreement will be valid or binding.

23. COUNTERPARTS: This Agreement may be executed in counterparts; each such counterpart shall be deemed an original and when taken together with other signed counterparts, shall constitute one Agreement.

24. SEVERABILITY: If any provision of this Agreement is held unenforceable by a court of competent jurisdiction, such holding shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS THEREOF, the Parties have caused this Agreement to be signed by their duly authorized officers.

CITY OF SUMMERSET

Dated this ____ day of _____, 2023.

ATTEST:

Melanie Torno
Mayor

Stephany Baumeister
Finance Officer

CITY OF STURGIS

Dated this ____ day of _____, 2023.

ATTEST:

Mark Marshall
Interim Executive Committee

Fay Bueno
Finance Officer

Prepared by: Kolten Odle
Black Hills Power, Inc.
PO Box 1400
Rapid City, SD 57709
(605)721-2218

WO# _____

ELECTRIC EASEMENT UNDERGROUND

THIS EASEMENT is made and entered into this _____ day of _____, 20____, by and between
CITY OF SUMMERSET, "GRANTOR", and Black Hills Power Inc. "GRANTEE".

Grantor, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, hereby grants, bargains, sells and conveys to Grantee, its lessees, licensees, successors and assigns, the right, privilege and perpetual easement, to enter upon the lands of Grantor to survey, construct, operate and maintain, repair, alter, inspect, remove, upgrade, enhance and replace an electrical power system consisting of buried cables or wires, surface terminals, surface markers, transformer pads or vaults, and associated equipment, , together with the power to extend to any communications company the right to use any trench placed pursuant to the provisions hereof, upon, and across that certain piece of real estate hereinafter described, together with the right to cut, trim, remove or control by other means from said right-of-way any brush, trees, stumps, roots or other vegetation where necessary to secure a clearance from the conductors of at least 10 feet on either side of the power line. This easement shall run with the land. The easement width shall be 10 feet (10') on each side of the center line or as depicted in Exhibit "A".

The real estate above referred to is specifically described and/or depicted as follows, located in Pennington County, South Dakota:

**GLENGARRIFF PARK REVISED AND GLENGARRIFF PARK 2 OF SUN VALLEY
ESTATES, CITY OF SUMMERSET, MEADE COUNTY, SOUTH DAKOTA**

SEE EXHIBIT "A" attached hereto and incorporated by this reference, which specifically depicts the width, length, and location of the easement created hereby.

This grant shall include the right of ingress and egress over adjacent lands of Grantor as necessary to access the easement; and the right to use so much of the adjoining premises of Grantor during surveying, construction, maintenance, repair, removal, or replacement of said utility lines and related fixtures and devices as may be required to permit the operation of standard utility construction or repair machinery. In exercising its rights of ingress or egress Grantee shall, whenever practicable, use existing roads or lanes and shall repair any damage caused by its use thereof.

It is the intention of the parties hereto that Grantor is hereby conveying the uses herein specified without divesting himself, his heirs or assigns, of the right to use and enjoy the above described premises: PROVIDED, however, such use shall not, in the judgment of said Grantee, interfere with or endanger the construction, safety, operation or maintenance of said lines, and provided further that no structure shall be constructed under or near the lines without written permission from Grantee.

The foregoing right is granted upon the express condition that Grantee will assume liability for all damage to the hereinbefore described property caused by its failure to use due care in the exercise of the right granted hereunder.

IN WITNESS WHEREOF, this instrument has been executed as of the day and year first written above.

Grantor

ACKNOWLEDGEMENT CORPORATE

STATE OF _____ :
 : SS.
COUNTY OF _____ :

On this _____ day of _____, 20____, before me a Notary Public, duly commissioned and qualified in and for said county and state, personally came _____, the _____ of _____, and acknowledged the said instrument to be their free and voluntary act and deed and the free and voluntary act and deed of said company.

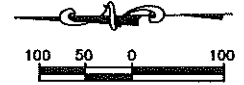
WITNESS my hand and official seal at _____, in said county and state, the date aforesaid.

Notary Public


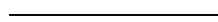

My Commission Expires: _____
(SEAL)

ELECTRIC EASEMENT

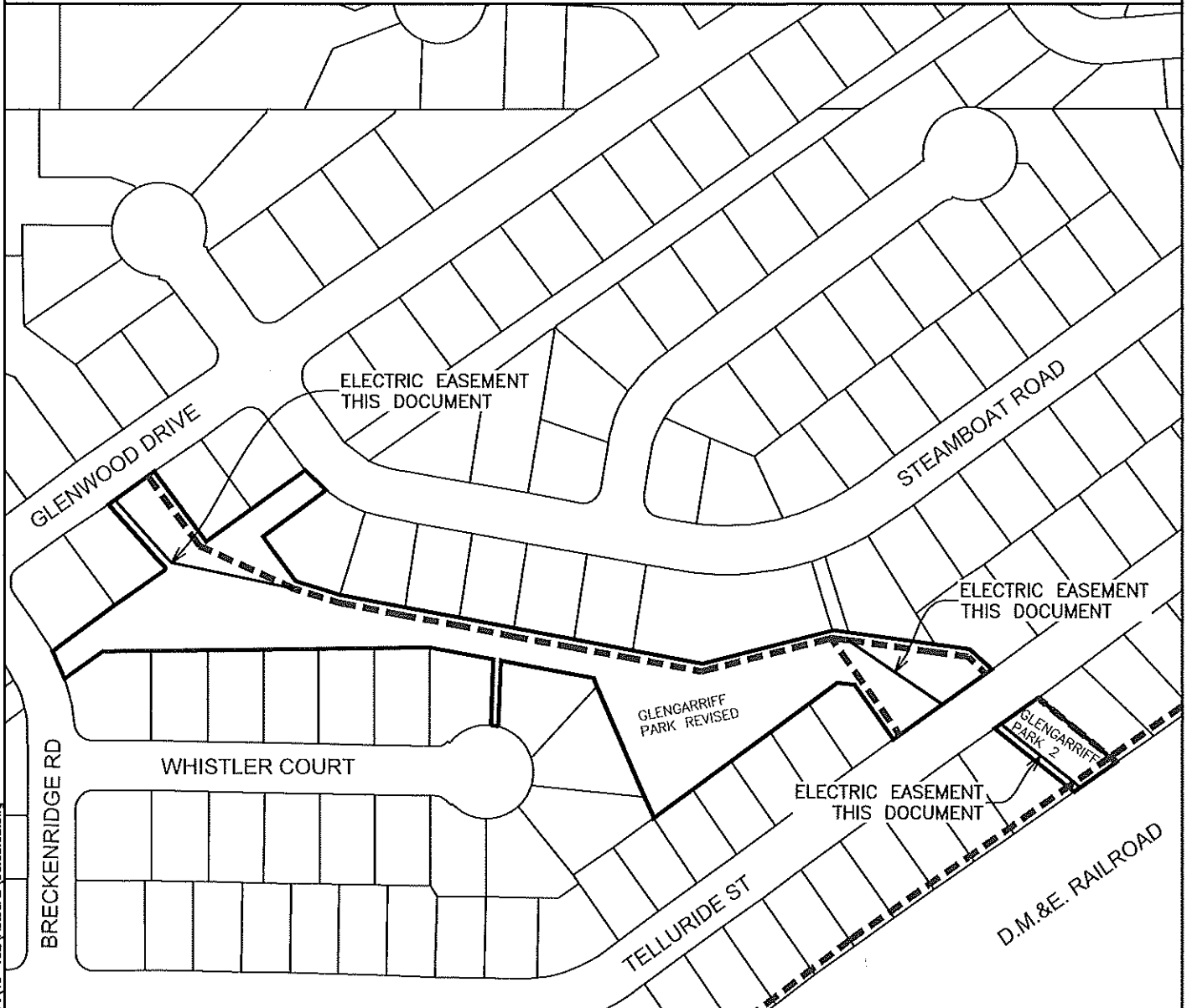
GLENGARRIFF PARK REVISED AND GLENGARRIFF PARK 2
OF SUN VALLEY ESTATES
CITY OF SUMMERSET, MEADE COUNTY, SOUTH DAKOTA



LEGEND

-  PROPERTY AS DESCRIBED
-  PROPERTY LINE
-  EXISTING 20' UTILITY EASEMENT(S)

NOTE: THE CENTERLINE OF THE POWERLINE AS CONSTRUCTED IS THE CENTERLINE OF THE EASEMENT.

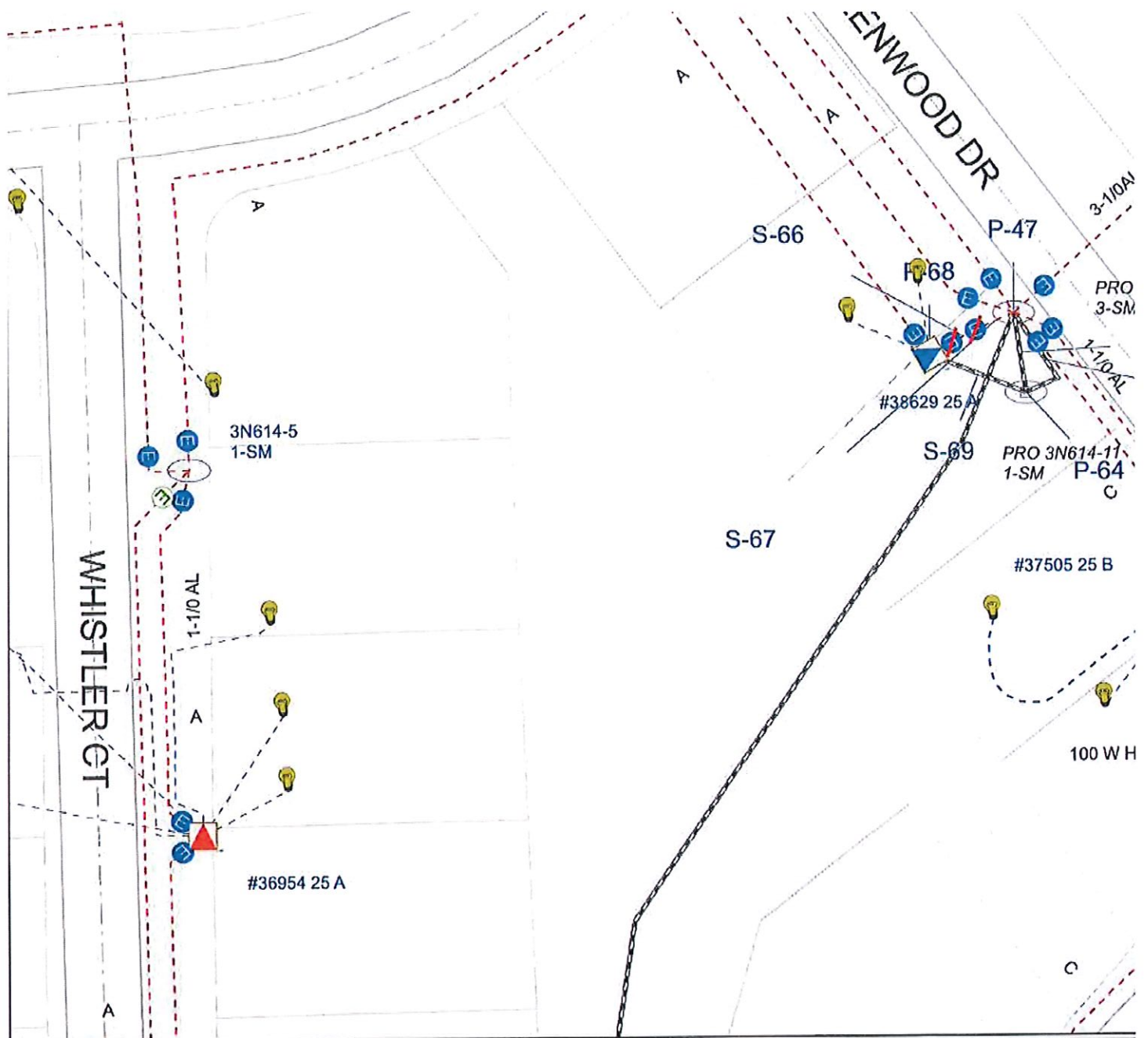


10-26-23 P:\19-152\AutoCAD\OC.63.0B.dwg

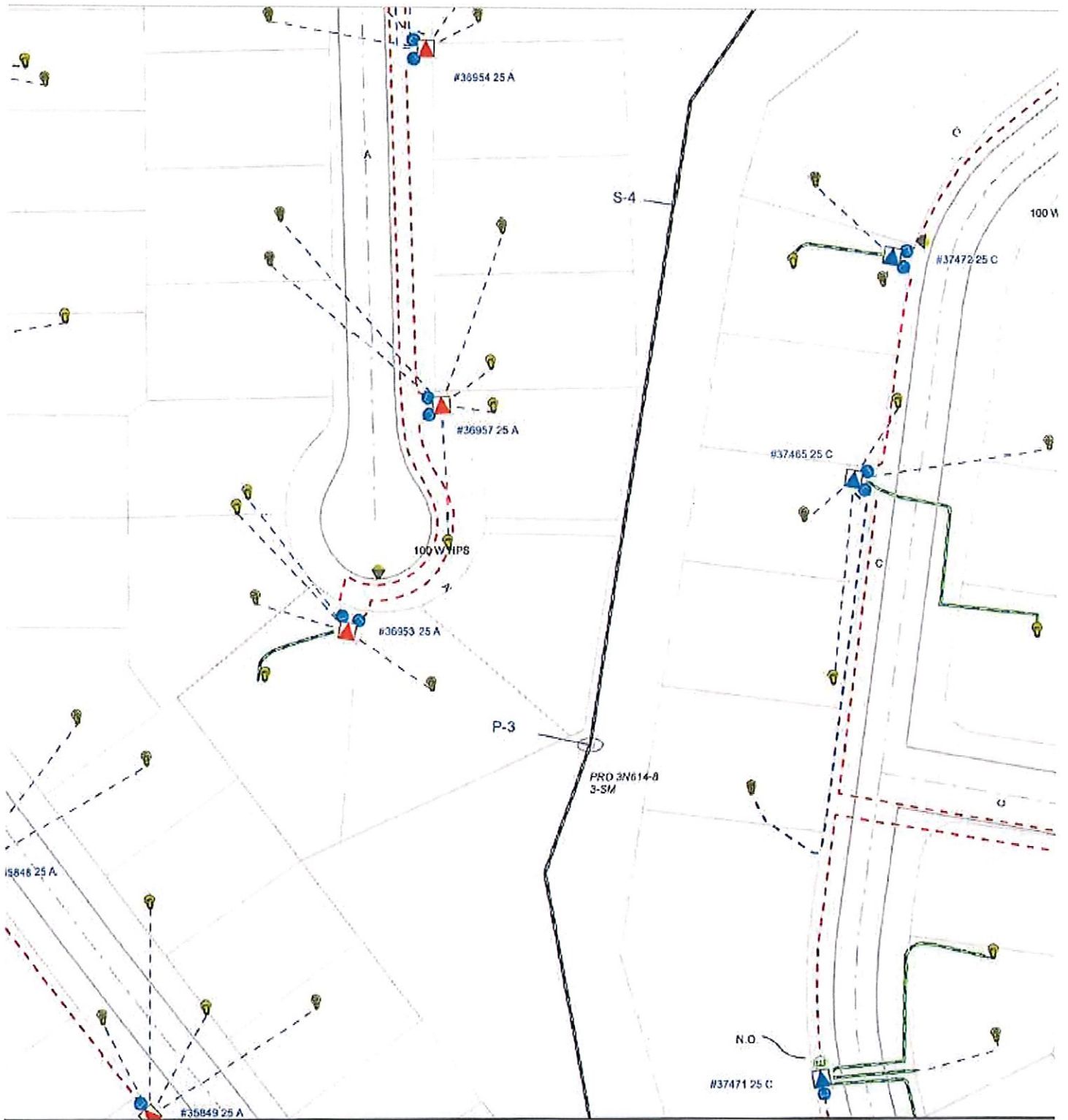
OWNER: CITY OF SUMMERSET
P.O. BOX 783
SUMMERSET, SD 57718

EXHIBIT A

PROJECT NO.
J19-152
FIGURE NO.
1 OF 1



		<p>CALL BEFORE YOU DIG Your Local One Call Number</p>	<p>WR Informati</p>	<p>Job Title: BLACK HILLS ENERGY -EXIT 46 RECONSTRUCTIO Description: ADDRESS</p>	<p>Additional Notes:</p>
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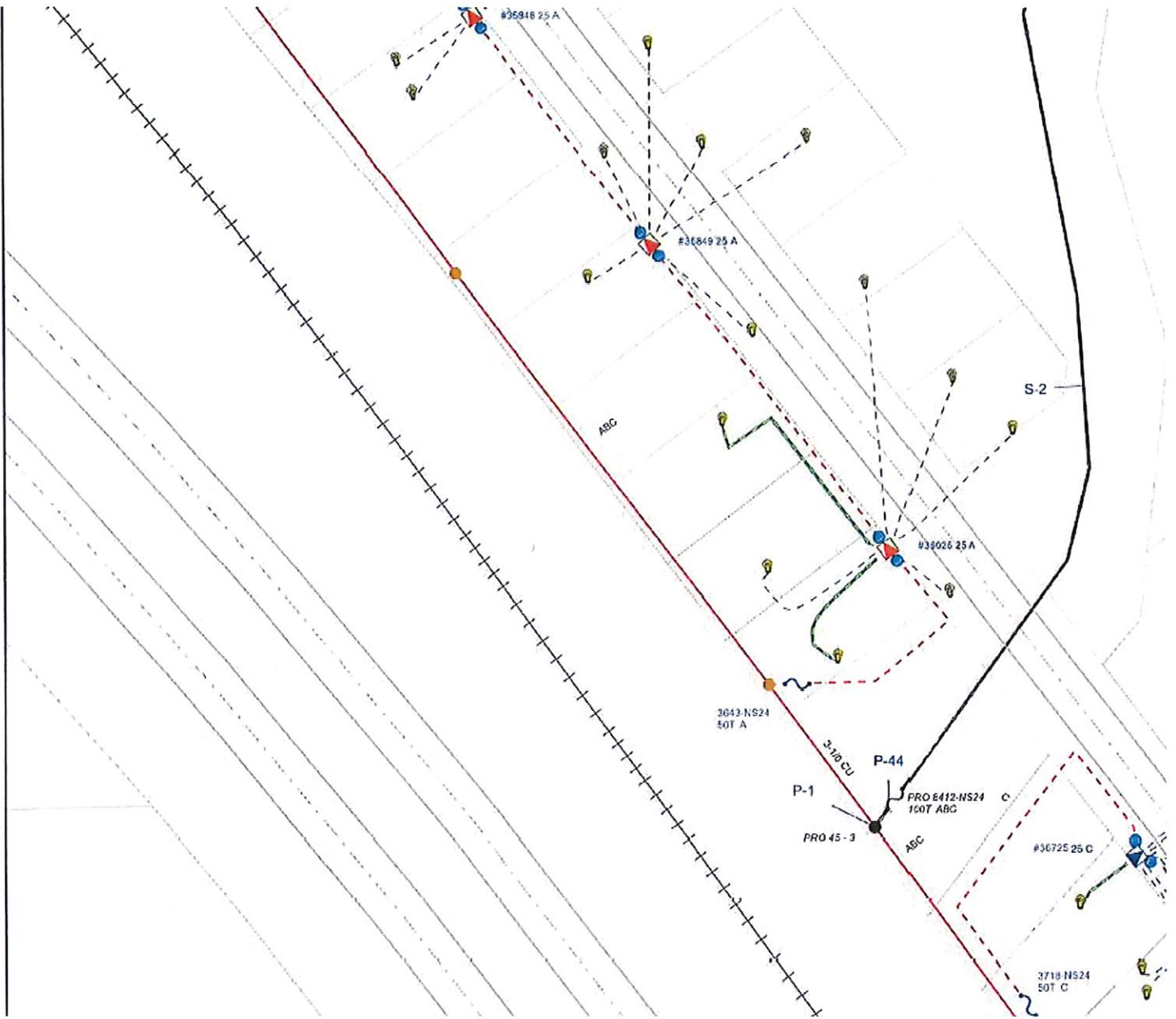


CALL BEFORE YOU DIG
Your Local One Call Number

WR
Informati
on

Job Title: **BLACK HILLS ENERGY -EXIT 46 RECONSTRUCTIO**
Description: **ADDRESS**

Additional Notes:



Kolten Odle
 Black Hills Energy
 Utility Construction Planner
 605-490-9688



This electronic message transmission contains information from Black Hills Corporation, its affiliate or subsidiary, which may be confidential or privileged. The information is intended to be for the use of the individual or entity named above. If you are not the intended recipient, be aware the disclosure, copying, distribution or use of the contents of this information is prohibited. If you received this electronic transmission in error, please reply to sender immediately; then delete this message without copying it or further reading.

NOTICE FOR PUBLICATION

Ordinance 2023-17

AN ORDINANCE AMENDING ORDINANCE TITLE XV – LAND USAGE,

CHAPTER 151: SUBDIVISIONS, OF CITY OF SUMMERSET

ORDINANCE § 151.002 JURISDICTION

NOTICE IS HEREBY GIVEN that the City of Summerset will set the first reading on amended Ordinance #2023-17 Amending Title XV - Chapter 151, Subsection 151.002 – Jurisdiction.

Said first reading will be held at Summerset City Hall, 7055 Leisure Lane, Summerset SD on November 16th, 2023 @ 6:00 p.m. The purpose of the public hearing is to accept public comment on the proposed amended ordinance.

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 24th day of October 2023.

City of Summerset

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

ORDINANCE § 2023-17

**AN ORDINANCE TO AMEND ARTICLE XV: LAND USAGE,
CHAPTER 151: SUBDIVISIONS, OF CITY OF SUMMERSET
ORDINANCE § 151.002 JURISDICTION**

BE IT ORDAINED BY THE COUNCIL OF COMMISSIONERS OF THE CITY OF SUMMERSET, Meade County, South Dakota that the following additions and amendments be made to City of Summerset Ordinance § 151.002 Jurisdiction:

AND BE IT ORDAINED BY THE COUNCIL OF COMMISSIONERS OF THE CITY OF SUMMERSET, Meade County, South Dakota that the following § 151.002 Jurisdiction, amend by replacing the currently existing § 151.002 Jurisdiction, in City of Summerset Ordinance Article XV: Land Usage, Chapter 151: Subdivisions:

§ 151.002 JURISDICTION

Pursuant to SDCL 11-6-26. This chapter shall govern all territory within the statutory jurisdiction of the city, which includes including all land located within the incorporated limits of the city, all land within one mile of the city's corporate boundaries, and all land designated by the Board of Commissioners to be within the extraterritorial platting jurisdiction of the city. The city's extraterritorial platting jurisdiction map is incorporated herein by this reference.

Formatted: Font: Not Bold, Font color: Custom Color(RGB(33,37,41)), Pattern: Clear (White)

Dated this ____ day of October, 2023.

ATTEST:

CITY OF SUMMERSET

Stephany Baumeister, Assistant Finance Officer

Melanie Torno, Mayor

(Seal)

Vote:	Hirsch:	First Reading:
	Kitzmilller:	Second Reading:
	Butler:	<u>Adopted:</u>
	Reade:	<u>Publication:</u>
	Torno:	<u>Effective Date:</u>
	<u>Publication:</u>	
	<u>Effective date:</u>	

Published once at the approximate cost of \$_____.

NOTICE FOR PUBLICATION

Ordinance 2023-18

**AN ORDINANCE AMENDING ORDINANCE TITLE XV – LAND USAGE,
CHAPTER 153: LICENSING AND CONSTRUCTION REGULATIONS, OF CITY OF
SUMMERSET**

ORDINANCE § 153.999 PENALTY

NOTICE IS HEREBY GIVEN that the City of Summerset will set the first reading on amended Ordinance #2023-18 Amending Title XV - Chapter 153, Subsection 153.999 – Penalty.

Said first reading will be held at Summerset City Hall, 7055 Leisure Lane, Summerset SD on November 16th, 2023 @ 6:00 p.m. The purpose of the public hearing is to accept public comment on the proposed amended ordinance.

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 24th day of October 2023.

City of Summerset

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

ORDINANCE §~~2023-18~~

AN ORDINANCE TO AMEND ARTICLE XV: LAND USAGE, CHAPTER 153: LICENSING AND CONSTRUCTION REGULATIONS, OF CITY OF SUMMERSET ORDINANCE § 153.999 PENALTY

BE IT ORDAINED BY THE COUNCIL OF COMMISSIONERS OF THE CITY OF SUMMERSET, Meade County, South Dakota that the following additions and amendments be made to City of Summerset Ordinance § 153.999 Penalty:

AND BE IT ORDAINED BY THE COUNCIL OF COMMISSIONERS OF THE CITY OF SUMMERSET, Meade County, South Dakota that the following § 153.999 Penalty, amend by replacing the currently existing § 153.999 Penalty, in City of Summerset Ordinance Article XV: Land Usage, Chapter 153: Licensing and Construction Regulations:

§ 153.999 PENALTY

(A) Any violation of the provisions of this title is a Class II misdemeanor punishable by the maximum punishment set forth by the state's laws pursuant to SDCL § 22-6-2. Said punishment may also include payment of any costs and/or restitution authorized by this chapter and/or state law. Additionally, the City may enforce these ordinances with the imposition of a civil penalty for violations, including any violations for failing to timely obtain proper permitting, with a fine as established by the Board of Commissioners by Resolution, which may from time to time be amended.

(B) In addition to the general penalty as stated above, any cleanup required by the city for the removal of mud tracked onto the street from the site, extra cleaning of the storm sewers or drainage ways, and the like, will be charged to the permit holder at a rate of one and one-half times the normal equipment rates and labor rate for the city.

(C) Failure to pay any applicable fees within 30 days of said notice may result in the revocation of any and all outstanding permits and licenses held through the city.

(D) In addition, any violation of the provisions of this chapter may result in the revocation, suspension, or refusal to issue any license pursuant to any section of this chapter.

(E) In addition, any person who commences any work toward erecting or constructing a building or structure or causes any alterations to an existing building or structure which requires a building permit under the terms of this chapter before obtaining the necessary permit shall be subject to an addition fee equal to the amount of the permit fee required by this chapter.

Dated this ____ day of October, 2023.

ATTEST:

CITY OF SUMMERSET

Stephany Baumeister, Assistant Finance Officer

Melanie Torno, Mayor

(Seal)

Vote: Hirsch:
Kitzmilller:
Butler:
Reade:
Torno:
Publication:
Effective date:

First Reading:
Second Reading:

Published once at the approximate cost of \$_____.

NOTICE FOR PUBLICATION

Ordinance 2023-19

AN ORDINANCE AMENDING ORDINANCE TITLE XV – LAND USAGE,

CHAPTER 155: ZONING, OF CITY OF SUMMERSET

ORDINANCE § 155.999 PENALTY

NOTICE IS HEREBY GIVEN that the City of Summerset will set the first reading on amended

Ordinance #2023-19 Amending Title XV - Chapter 155, Subsection 155.999 – Penalty.

Said first reading will be held at Summerset City Hall, 7055 Leisure Lane, Summerset SD on November 16th, 2023 @ 6:00 p.m. The purpose of the public hearing is to accept public comment on the proposed amended ordinance.

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 24th day of October 2023.

City of Summerset

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

ORDINANCE §~~2023-19~~

AN ORDINANCE TO AMEND ARTICLE XV: LAND USAGE, CHAPTER 155: ZONING, OF CITY OF SUMMERSET ORDINANCE § 155.999 PENALTY

BE IT ORDAINED BY THE COUNCIL OF COMMISSIONERS OF THE CITY OF SUMMERSET, Meade County, South Dakota that the following additions and amendments be made to City of Summerset Ordinance § 155.999 Penalty:

AND BE IT ORDAINED BY THE COUNCIL OF COMMISSIONERS OF THE CITY OF SUMMERSET, Meade County, South Dakota that the following § 153.999 Penalty, amend by replacing the currently existing § 155.999 Penalty, in City of Summerset Ordinance Article XV: Land Usage, Chapter 153: Zoning:

§ 155.999 PENALTY

(A) Unless another penalty is expressly provided, every person convicted of a violation of any provision of this chapter, rule, or regulation adopted or issued in pursuance thereof shall be punished by a fine of not more than \$500. Additionally, the City may enforce a violation of these ordinances, including the failure to timely obtain proper permitting, with the imposition of a civil penalty in an amount that can be established by the Board of Commissioners by Resolution, which may from time to time be amended. Each violation and each day upon which any violation shall occur shall constitute a separate offense. The penalty provided by this section, unless another penalty is expressly provided, shall apply to the amendment of any section herein, whether or not such penalty is reenacted in an amendatory ordinance.

(B) In addition to the penalty described above, the city may pursue other remedies, including, but not limited to, abatement of nuisances, injunctive relief, and revocation of licenses or permits. The owner or owners of real estate within the district affected by the regulation of this chapter may also pursue such remedies by filing a complaint through the Planning and Zoning Board.

Dated this ____ day of October, 2023.

ATTEST:

CITY OF SUMMERSET

Stephany Baumeister, Assistant Finance Officer

Melanie Torno, Mayor

(Seal)

Vote: Hirsch:
Kitzmilller:
Butler:
Reade:
Torno:
Publication:
Effective date:

First Reading:
Second Reading:
Publication:
Effective Date:

NOTICE FOR PUBLICATION

Ordinance 2023-20

A CITY OF SUMMERSET ORDINANCE SUPPLEMENTAL APPROPRIATION.

NOTICE IS HEREBY GIVEN that the City of Summerset will set the first reading on Ordinance #2023-20 Supplemental Appropriation.

Said first reading will be held at Summerset City Hall, 7055 Leisure Lane, Summerset SD on December 7th, 2023 @ 6:00 p.m. The purpose of the public hearing is to accept public comment on the proposed amended ordinance.

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 16th day of November 2023.

City of Summerset

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

CITY OF SUMMERSET
ORDINANCE NO. 2023.20
SUPPLEMENTAL APPROPRIATION ORDINANCE

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

<u>EXPENDITURES</u>	General Fund Fund 101	
4110 <u>Commission</u>		
Professional Fees	\$2,000	No amount budgeted
Publishing Expense	\$13,000	Due to rate increase and ordinance changes
Total Commission	<u>\$ 15,000.00</u>	
4120 <u>Mayoral</u>		
Professional Fees	\$ 2,000.00	Due to pictures
Total Mayoral	<u>\$ 2,000.00</u>	
4130 <u>Election</u>		
Publishing Expense	\$ 96.00	due to rate increase at beginning of 2023
Supply/Material	\$ 85.00	had to order more than expected
Total Election	<u>\$ 181.00</u>	
4140 <u>Finance Office</u>		
Medical Ins. Expense	\$ 24,300.00	Budget amount not correct
Wage Expense	\$ 8,000.00	Budget amount not correct
Total Finance Office	<u>\$ 32,300.00</u>	
4141 <u>City Attorney</u>		
Professional Fees	\$ 16,000.00	Water Warriors and Talbot
Total Legal Fees	<u>\$ 16,000.00</u>	
4192 <u>General Government Buildings</u>		
Professional Fees	\$ 72,500.00	Amt for Golden West contract not budgeted properly & McComb services we also not budgeted
Equipment Expense	\$ 11,000.00	Sound Pro - Sound for Commission Room
Total General Gov. Building	<u>\$ 83,500.00</u>	
4196 <u>City Engineer Expense</u>		
Professional Fees	\$ 50,800.00	HDR Task Orders Astoria and Siouxlnd
Total City Engineer	<u>\$ 50,800.00</u>	
4210 <u>Law Enforcement</u>		
Wages	\$ 8,000.00	due to new chief
Wages-Hourly	\$ 20,000.00	Due to \$5 increase not budgeted
Medical Ins. Expense	\$ 20,000.00	budgeted incorrectly
Total Law Enforcement	<u>\$ 48,000.00</u>	
4320 <u>Code Enforcement & Sanitation</u>		
Equipment Expense	\$ 325,000.00	Garbage Truck/Streets should be giving back 200,000+ if Tony watches his spending
Total Code Enforcement & Sanitation	<u>\$ 325,000.00</u>	
4900 <u>Miscellaneous</u>		

Miscellaneous	\$ 2,100.00	Malt Bev License/Conversion adjustments
Total Miscellaneous	<u>\$ 2,100.00</u>	

Total Appropriations \$ 574,881.00

EXPENDITURES **Liquor, Lodging and Dining Fund 211**

4650 Economic Development

Medical Ins. Expense	\$ 2,500.00	not budgeted correctly
Total Economic Development	<u>\$ 2,500.00</u>	

Total Appropriations \$ 2,500.00

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

REVENUE **General Fund Fund 101**

SOURCE OF FUNDING

Unassigned Fund Balance	<u>\$574,881</u>
-------------------------	------------------

TOTAL MEANS OF FINANCE \$ 574,881.00

REVENUE **Liquor, Lodging and Dining Fund 211**

SOURCE OF FUNDING

Unassigned Fund Balance	<u>\$ 2,500</u>
-------------------------	-----------------

TOTAL MEANS OF FINANCE \$ 2,500.00

Dated this 16th day of November, 2023.

ATTEST:

Melanie Torno, Mayor

Stephany Baumeister, Finance Officer

First Reading: December 7, 2023
Second Reading: December 21, 2022
Publication:

Vote: Kitzmiller:
Reade:
Butler:
Torno:
Hirsch:

Published once at the approximate cost of \$_____.

APPLICATION AND CERTIFICATE FOR PAYMENT

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

PROJECT:
Summerset WWTP Expansion

APPLICATION NO. #08
PERIOD TO: 10/27/23
PROJECT NOS.: 202257

DISTRIBUTION TO:

OWNER	X
ARCHITECT	
CONTRACTOR	
ENGINEER	X

FROM

CONTRACTOR: RCS Construction, Inc
PO Box 9337
Rapid City, SD 57709
46-0418677

ARCHITECT:

CONTRACT DATE: 1/6/2023
HDR Engineering
703 Main St, Suite 200
Rapid City, SD 57701

FED ID #

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 (Column G on G703)	\$ 4,959,850.00

5 RETAINAGE on COMPLETED WORK:

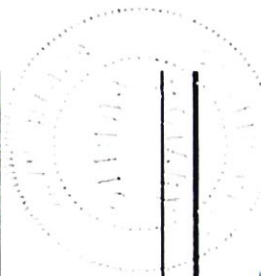
10% Retainage	\$ 495,985.00
6 TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$ 4,463,865.00
7 LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 3,658,618.67
8 CURRENT PAYMENT DUE	\$ 805,246.33
9 BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 5,858,135.00

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.

CONTRACTOR:

By: *[Signature]* Date: October 27, 2023

State of: South Dakota
County of: Pennington
Subscribed and sworn to before me this 27th day of October, 2023.
Notary Public: *[Signature]*
My Commission expires: April 7, 2027



Payment of: \$ 805,246.33
(Line 8 or other - attach explanation of the other amount)
is recommended by: *[Signature]* 11/3/23
(Engineer) (Date)

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

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

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	0.00	0.00
Total approved this Month	10,857.49	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

A DIV. NO.	B DESCRIPTION OF WORK Summerset WWTP Expansion	C SCHEDULED VALUE	D WORK FROM PREVIOUS APPLICATION (D + E)		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)
1	Mobilization	\$ 150,000.00	\$ 60,000.00	\$ 15,000.00	\$ 75,000.00	\$ 50.0%	\$ 75,000.00	\$ 75,000.00	
2	Demobilization	\$ 27,000.00	\$ -	\$ -	\$ -	0.0%	\$ -	\$ 27,000.00	
3	Bonds & Insurance	\$ 150,000.00	\$ 150,000.00	\$ -	\$ -	100.0%	\$ 150,000.00	\$ -	
5	Submittals	\$ 125,000.00	\$ 123,750.00	\$ -	\$ -	99.0%	\$ 123,750.00	\$ 1,250.00	
6	General Conditions	\$ 200,000.00	\$ 80,000.00	\$ 20,000.00	\$ -	50.0%	\$ 100,000.00	\$ 100,000.00	
7	SBR Foundation Slab and Excavation	\$ 1,700,000.00	\$ 1,700,000.00	\$ -	\$ -	100.0%	\$ 1,700,000.00	\$ -	
8	SBR Walls, Elevated Slabs	\$ 750,000.00	\$ 712,500.00	\$ 15,000.00	\$ -	97.0%	\$ 727,500.00	\$ 22,500.00	
9	Site and Misc Concrete	\$ 50,000.00	\$ -	\$ -	\$ -	0.0%	\$ -	\$ 50,000.00	
10	Greenhouse	\$ 800,000.00	\$ -	\$ 5,704.94	\$ 386,295.06	49.0%	\$ 392,000.00	\$ 408,000.00	
11	Furnish and Installation of Process Equipment & Piping	\$ 2,700,000.00	\$ 931,631.86	\$ 48,013.80	\$ 316,354.34	48.0%	\$ 1,296,000.00	\$ 1,404,000.00	
12	Mechanical	\$ 350,000.00	\$ 50,000.00	\$ 3,005.99	\$ 69,494.01	35.0%	\$ 122,500.00	\$ 227,500.00	
13	Electrical	\$ 2,645,000.00	\$ 100,000.00	\$ (0.00)	\$ -	3.8%	\$ 100,000.00	\$ 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	\$ -	\$ -	80.0%	\$ 28,000.00	\$ 7,000.00	
16	Seeding/Erosion Control	\$ 10,000.00	\$ 3,000.00	\$ -	\$ -	30.0%	\$ 3,000.00	\$ 7,000.00	
17	Site Blower Piping	\$ 140,000.00	\$ -	\$ -	\$ -	0.0%	\$ -	\$ 140,000.00	
18	Site Process Piping	\$ 185,000.00	\$ 82,000.00	\$ 3,100.00	\$ -	46.0%	\$ 85,100.00	\$ 99,900.00	
19	Misc Site Utilities	\$ 20,000.00	\$ 6,000.00	\$ -	\$ -	30.0%	\$ 6,000.00	\$ 14,000.00	
20	Site Grading/Restoration	\$ 255,000.00	\$ 38,250.00	\$ 12,750.00	\$ -	20.0%	\$ 51,000.00	\$ 204,000.00	
		\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	
		\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	
		\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	
		\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	
		\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	
	SUBTOTALS	\$ 10,322,000.00	\$ 4,065,131.86	\$ 122,574.73	\$ 772,143.41	48.05%	\$ 4,959,850.00	\$ 5,362,150.00	



COMMUNITY PLANNING & DEVELOPMENT SERVICES

City of Summerset
7055 Leisure Lane, Summerset, SD 57718

Phone: (605) 718-9858

Fax: (605) 718-9883

Web: www.summerset.us

APPLICATION FOR DEVELOPMENT REVIEW

REQUEST (please check all that apply)

- Annexation
- Comprehensive Plan Amendment
- Fence Height Exception
- Planned Development (Overlay)
 - Designation
 - Initial Plan Final Plan
 - Major Amendment
 - Minimal Amendment

- Subdivision
 - Layout Plan
 - Preliminary Plat
 - Final Plat
 - Minor Plat
- Rezoning
- Road Name Change

- Conditional Use Permit
 - Major Amendment
 - Minimal Amendment
- Vacation
 - Utility / Drainage Easement
 - R.O.W. / Section Line Highway
 - Access / Non-Access
 - Planting Screen Easement
- OTHER (specify) _____

PROPOSED

LEGAL DESCRIPTION (Attach additional sheets as necessary)

~~EXISTING~~ LOT 19 REVISED + LOT 15 REVISED OF WOODLAND HILLS SUB, PLAT #4, FORMERLY LOTS 19, 20 AND 15. LOCATED IN N 1/2 OF NW 1/4 SEC 11, T2N, R6E, BHM.

PROPOSED

LOCATION

Size of Site-Acres

Square Footage

Proposed Zoning

DESCRIPTION OF REQUEST: LOT 20 GOES AWAY, LOTS 19+15 ABSORB PORTIONS ON SURVEY, BECOMING (2) LOTS

Utilities: Private / Public

Water

Sewer

APPLICANT

Name GARRY COLASARDO Phone 605-939-8422
 Address 9105 WOODLAND DR E-mail _____
 City, State, Zip BLACK HAWK, SD 57718 Signature [Signature] 31 OCT 2023
 PROJECT PLANNER - AGENT Date

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

OWNER OF RECORD (If different from applicant)

Name GARRY COLASARDO / LANCE SIEVIEKE Phone _____
 Address _____ E-mail _____
 City, State, Zip _____

[Signature] 31 OCT 23 Date [Signature] 10-31-23 Date
 Property Owner Signature Date
Kathleen Colasardo 31 OCT 23 Date Melinda Sievke 10-31-23 Date
 Signature Date
 Print Name: GARRY COLASARDO / KATHLEEN COLASARDO Print Name: Lance / Melinda Sievke
 Title*: CO OWNERS Title*: CO OWNERS

*required for Corporations, Partnerships, etc.

FOR STAFF USE ONLY

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

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

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

Covenants filing fee? Yes No

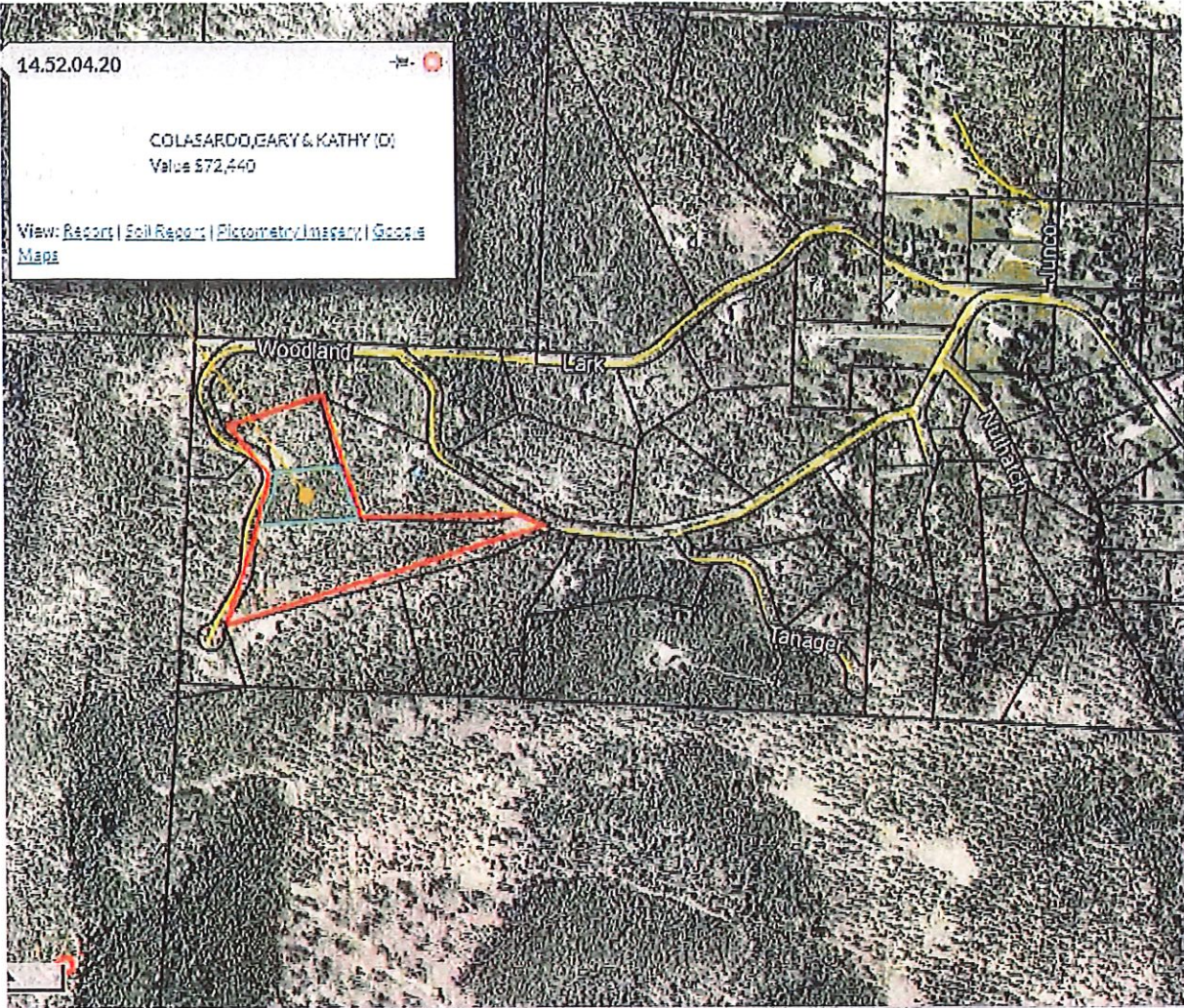
Payment Type: Cash Check Credit Card

14.52.04.20



COLASARDO, CARY & KATHY (D)
Value \$72,440

View: [Report](#) | [Soil Report](#) | [Pictometry/Imagery](#) | [Google Maps](#)

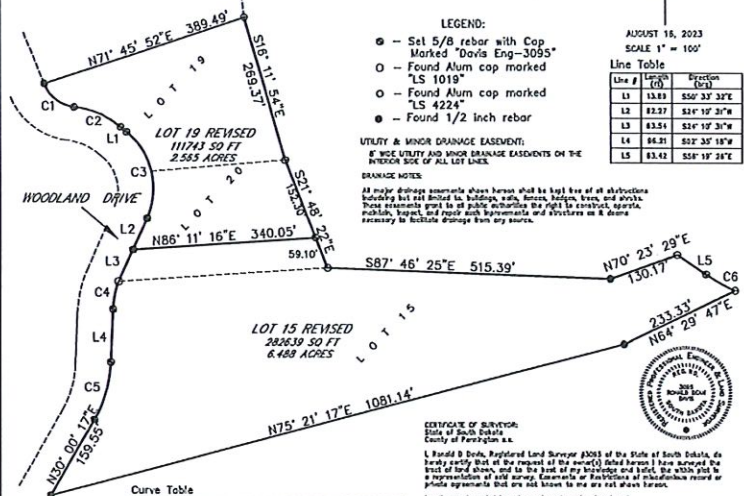


NEW PLAT

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

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

ALL LOCATED IN: N1/2 OF NW1/4 OF SECTION 11, T2N, R6E, B1W,
MEADE COUNTY, SOUTH DAKOTA.



- LEGEND:**
- - Set 5/8 rebar with Cap Marked "Davis Eng-3095"
 - - Found Alum cap marked "LS 1019"
 - - Found Alum cap marked "LS 4224"
 - - Found 1/2 inch rebar

UTILITY & MINOR DRAINAGE EASEMENTS:
R' WOE UTILITY AND MINOR DRAINAGE EASEMENTS ON THE WESTERN SIDE OF ALL LOT LINES.

DRAINAGE NOTES:
All major drainage easements shown herein shall be kept free of all obstructions including but not limited to buildings, walls, fences, bridges, trees, and shrubs. These easements shall be kept free of all obstructions to the right to construct, operate, maintain, repair and repair such improvements and structures as it deems necessary to facilitate drainage from any source.

AUGUST 18, 2023
SCALE 1" = 100'

Line Table

Line #	Length (ft)	Bearing
L1	133.83	S58° 33' 23"E
L2	82.37	S2° 10' 30"W
L3	83.54	S2° 10' 30"W
L4	84.31	S2° 23' 18"W
L5	83.42	S58° 18' 24"E

Curve Table

Curve #	Length (ft)	Radius (ft)	Delta (Deg)	Chord Distance (ft)	Chord Bearing (Deg)	Offset Length (ft)
C1	73.05	67.00	41° 34' 52"	63° 45' 12"E	63.82	
C2	84.40	183.50	33° 00' 00"	N47° 03' 31"W	83.10	
C3	173.55	133.00	7° 45' 52"	N13° 10' 32"W	161.50	
C4	58.38	163.00	15° 23' 37"	S11° 47' 17"W	54.16	
C5	110.06	230.00	27° 23' 02"	N04° 17' 48"E	108.01	
C6	81.35	238.50	19° 45' 49"	S41° 27' 15"E	81.38	

CERTIFICATE AND ACKNOWLEDGMENT OF OWNERSHIP
State of South Dakota
County of Meade S.E.
We, Gary P. Colvard and Kathleen A. Colvard, do hereby certify that we are the owners of the land shown and described herein, and that this plat was done at our request for the purposes indicated herein, and that we do hereby approve the survey and subdivision of said land, and that the development of this land shall conform to all zoning applicable zoning, subdivision, and utility and easement control regulations.
DENISE: Gary P. Colvard Kathleen A. Colvard
On this _____ day of _____, 2023, before me, a Notary Public, personally appeared Gary P. Colvard and Kathleen A. Colvard, known to me to be the persons described in the foregoing instrument and acknowledged to me that they signed this plat for the purposes herein certified.
NOTARY PUBLIC: _____
My commission expires: _____

CERTIFICATE AND ACKNOWLEDGMENT OF OWNERSHIP
State of South Dakota
County of Meade S.E.
We, Lance C. Stevick and Melinda C. Stevick, do hereby certify that we are the owners of the land shown and described herein, and that this plat was done at our request for the purposes indicated herein, and that we do hereby approve the survey and subdivision of said land, and that the development of this land shall conform to all zoning applicable zoning, subdivision, and utility and easement control regulations.
DENISE: Lance C. Stevick Melinda C. Stevick
On this _____ day of _____, 2023, before me, a Notary Public, personally appeared Lance C. Stevick and Melinda C. Stevick, known to me to be the persons described in the foregoing instrument and acknowledged to me that they signed this plat for the purposes herein certified.
NOTARY PUBLIC: _____
My commission expires: _____

CERTIFICATE OF HIGHWAY OR STREET AUTHORITY
The location of the proposed lot lines with respect to the Highway or Street as shown herein is hereby approved. Any approach or access to the Highway or Street will require additional approval.
Dated this _____ day of _____, 2023
Woodland Hills Road District

CERTIFICATE OF SURVEYOR
State of South Dakota
County of Pennington S.E.
I, Ronald D. Davis, Registered Land Surveyor #3093 of the State of South Dakota, do hereby certify that at the request of the owner(s) listed herein I have surveyed the tract of land shown, and to the best of my knowledge and belief, the within plat is a representation of said survey. Easements or deficiencies of subdivision record or private agreements that are not shown herein.
In witness whereof, I have hereunto set my hand and seal.
Dated this _____ day of _____, 2023.
Ronald D. Davis, RLS # 3093

CERTIFICATE OF SUMMERSET CITY FINANCE OFFICER
I, Finance Officer of the City of SummerSet, do hereby certify that all special assessments that have been paid on any land included within such plot, as shown by the records of this office, have been paid in full.
Finance Officer of the City of SummerSet

RESOLUTION OF APPROVAL SummerSet City Commission (2023-11-3-9)
Whereas there has been presented to the City Commission of the City of SummerSet, South Dakota, the within plat of the above-described lands, and it appears to the Council of Commissioners that the system of streets set forth therein conforms to the system of streets of the existing plat of the City;
Whereas all provisions of the City subdivision regulations have been complied with;
Whereas all taxes and special assessments upon the tract or subdivisions have been fully paid;
Whereas such plat and the survey thereof have been executed according to law;
NOW THEREFORE, BE IT RESOLVED that said plat is hereby approved in all respects.
Signed _____ on this _____ day of _____, 2023.
Mayor of the City of SummerSet

CERTIFICATE OF PLANNING COMMISSION MEMBER
I, _____, a member of the Planning Commission of the City of SummerSet, do hereby certify that the SummerSet Planning and Zoning Commission reviewed the within plat on _____ day of _____, 2023, and recommends approval of the within plat to the City Commission of the City of SummerSet.
Member of SummerSet Planning and Zoning Commission.

CERTIFICATE OF COUNTY TREASURER
I, Treasurer of Meade County, do hereby certify that all taxes which are due upon the within described lands are fully paid according to the records of my office.
Dated this _____ day of _____, 2023
Treasurer of Meade County

CERTIFICATE OF DIRECTOR OF EQUALIZATION
I, Director of Equalization of Meade County do hereby certify that I have no record in my office of any of the within described plat.
Dated this _____ day of _____, 2023
AFFIRMED: Director of Equalization of Meade County

OFFICE OF REGISTER OF DEEDS
PARCEL ID: Lot 19 14.52.04.19
PARCEL ID: Lot 20 14.52.04.20
PARCEL ID: Lot 15 14.52.04.15

Final Plat Review
Plat of Lot 19 revised and Lot 15 revised of Woodland Hills
Subdivision, Plat#4
Formerly Lots 19,20,15 of Woodland Hills Subdivision plat #4

General Information:

Parcel Acreage 9.053 acres
Location Meade County
Date of Application 10-25-23
Reviewed By: Lindsay Shagla, HDR Engineering, Inc.

Purpose: Combine 3 lots to 2 lots.

Access and Utilities: Access and utilities will remain the same.

Fire Protection: By Black Hawk Volunteer Fire Department.

Drainage: Drainage will remain the same.

Final Plat Review:

Provide bearing and distance for new lot line between Lot 19R and Lot 15R.
Remove fence and cloud around moved lot line for final platting.

PROFESSIONAL SERVICES AGREEMENT

RECEIVED
NOV 08 2023
BY: _____

- 1. Parties:** The parties to this Professional Services Agreement (“Agreement”) are the Sturgis Economic Development Corp., whose address is at 2885 Dickson Drive, PO Box 218, Sturgis, SD 57785, (“Consultant”) and the City of Summerset, a South Dakota municipality whose address is 7055 Leisure Lane, Summerset, SD 57718, (“City”).
- 2. Purpose:** The purpose of this Agreement is to define the terms and conditions under which the Consultant agrees to provide the services described in section 3.
- 3. Consultant Services:** Consultant will provide the following services:

 - A. Consultant must seek economic development, expansion, growth and retention in retail, commercial, and industrial development.
 - B. Consultant must designate a representative to take an active part in the Piedmont Valley Chamber of Commerce.
 - C. Consultant must conduct visitation outreach and retention campaign with community employers, both established and future business prospects.
 - D. Consultant must be a catalyst for growth in retail, commercial, and industrial growth.
 - E. Consultant will be one of the primary economic development advocates for the City and advise the City as to the opportunities for all types of development as well as threats to our economy.
- 4. Compensation:** In consideration of the Consultant’s services, the City shall pay the Consultant up to fifty (50) percent of the salary and benefits for the Economic Development Coordinator not to exceed the sum of Thirty-five Thousand Dollars (\$35,000.00).
- 5. Direction and Coordination:** If the Consultant has concerns with the performance of the City staff under the terms of this Agreement, Consultant must first address such issues to the City Administrator and/or Mayor.
- 6. Term:** This Agreement will commence on January 1, 2024 and terminate on December 31, 2024.
- 7. Non-Discrimination:** The Parties must not provide any services under this agreement in any manner that discriminates with regard to race, color, sex, creed, religion, ancestry, national origin, or disability.

8. Independent Contractor: Consultant is an independent contractor, and neither Consultant nor Consultant's employees or contract personnel are, or shall be deemed, employees of the City. Neither party shall have the authority or right legally to bind the other in contract, debt or otherwise, and neither party shall be liable for any obligation acquired or incurred by the other, except as might otherwise be provided herein.

9. Insurance: Consultant and the City must obtain insurance specified below. All such insurance must be issued coverage by an insurance company licensed to do business in the State of South Dakota. The required may be in one or more of insurance, primary or excess. Certificates of all required insurance must be provided by each party to the other within 15 days of a request for the same.

A. Consultant must obtain Workers' compensation insurance providing the statutory limits required by South Dakota law.

B. Consultant must maintain liability insurance providing occurrence basis coverage for any claim arising from the use or occupancy of Consultant's building and premises in the amount of \$1,000,000 per occurrence and \$1,000,000 annual aggregate, naming the City as an additional insured.

C. Consultant notify must the City with at least thirty (30) days' written notice of an insurer's intent to cancel or not renew any of Consultant's insurance policies.

D. The City must require all those persons providing services at the premises to be owned or leased by Consultant are full compliance with the City's volunteer policy and any reasonable request of Consultant's insurers.

10. Notice: Notification required pursuant to this Agreement shall be made in writing and mailed by regular U.S. mail, postage prepaid, to the following addresses. Such notification shall be deemed complete upon receipt by the Consultant at:

STURGIS ECONOMIC DEVELOPMENT CORP:

Sturgis Economic Development Corp
Attn: Executive Director
PO Box 218
2885 Dickson Drive
Sturgis, SD 57785-1244

IF SENT TO CITY:

City of Summerset
Attn: City Administrator
7055 Leisure Lane
Summerset, SD 57718

Either party may change the address or addresses for notice on ten (10) days written notice.

11. Termination: This Agreement may be terminated for Cause on 30-day notice, and either Party may terminate this Agreement by giving written notice of termination to the other, upon the occurrence of any of the following events:

A. A party breaches a material obligation under this Agreement. If such a breach occurs the non-breaching party must give written notice of the breach and allow the other party thirty (30) days within which to cure the breach.

B. A party dissolves or liquidates or otherwise discontinues substantially all its business operations.

C. In the event of termination, Consultant must compensate or assume payment for any expenses incurred by City in performing its work under this Agreement.

12. Confidential Information: The parties recognize their officers, directors, employees, and agents, may have access to confidential information and that disclosure of such information could violate rights of others. Consultant must not disclose any confidential information it obtains and acknowledges that the public records requirements of SDCL ch.1-27 govern the parties' obligations under this provision. Consultant will take appropriate action to prevent any disclosure. This section will survive termination or cancellation of this Agreement. Confidential Information is any information from or relating to the City which is confidential or proprietary in nature or that is treated as being

confidential by the City, regardless of how Consultant learns of the information. Confidential Information includes trade secrets, technical, operational, financial, or business information, plans, prospects, ideas, concepts, or know-how of or relating to the City's economic development and promotion efforts, or to the City, as well as any notes, work papers or other documents by whomever prepared that are based on Confidential Information. If Consultant is compelled to disclose Confidential Information, Consultant must, before disclosing such information, notify City in writing and cooperate with the City in any effort to obtain a protective order or other remedy and cooperate with the City to limit disclosure of the Confidential Information. Consultant must take appropriate action to prevent disclosure of Confidential Information officers, directors, employees, and agents. The confidentiality covenants contained herein will survive termination or cancellation of this Agreement.

13. Modification: Any amendments, changes, modifications, or revisions to the terms of this Agreement must be in writing and signed by both Parties with the same formality as the original Agreement.

14. Assignment: Consultant may not assign or subcontract any rights or delegate any of its duties under this Agreement without the City's prior written approval.

15. Governing Law, Jurisdiction and Venue: The validity, performance, and enforcement of this Agreement are governed by the laws of the State of South Dakota. Jurisdiction and venue of any legal proceeding involving the parties in connection with this Agreement will lie exclusively in the Circuit Court, Fourth Judicial Circuit, Meade County, South Dakota.

16. Entire Agreement: This Agreement constitutes the entire agreement between the parties relating to this matter. This Agreement supersedes all prior agreements, negotiations, and representations, written or oral, relating to the subject matter hereof, notwithstanding any oral representations or other writings to the contrary.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their duly authorized officers.

Sturgis Economic Development Corporation

Dated this ____ day of _____ 2023

Amanda Anglin, Executive Director
Sturgis Economic Development Corporation

State of South Dakota)
) ss
County of Meade)

On this the ____ day of _____ 2023, before me, the undersigned officer, personally appeared Amanda Anglin who acknowledged herself to be the Executive Director of Sturgis Economic Development Corporation and that she, as such Executive Director, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Sturgis Economic Development Corporation by herself as Executive Director.

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

(S E A L)

Notary Public – South Dakota
My Commission Expires: _____

CITY OF SUMMERSET

Dated this ____ day of _____ 2023

Melanie Torno, Mayor
City of Summerset

ATTEST:

Stephany Baumeister, Finance Officer

(CITY SEAL)



ECONOMIC DEVELOPMENT COORDINATOR – STURGIS ECONOMIC DEVELOPMENT CORP (SEDC)

SEDC is seeking an Economic Development Coordinator – a self-starter with integrity, transparent and open communication, ability to keep confidentiality, and motivation to make an impact in Sturgis, Summerset, Piedmont Valley, and throughout Meade County.

Sturgis Economic Development Corp is a 501 (c) 6 non-profit economic development organization that exists to actively pursue economic development by assisting expanding or new business, industry and housing in Sturgis and Meade County.

The Economic Development Coordinator will be responsible for working with business, industry, government, education and others as appropriate in the identification of business development needs in Sturgis, Summerset, Piedmont Valley, and throughout Meade County. Perform work related to planning, organizing, and coordinating activities that enhance economic development including developing and implementing short and long-term economic development programs, serving as a liaison between partner organizations, groups, individuals, etc. and, identifying and evaluating marketing opportunities. This position will also work closely with the Piedmont Valley Chamber of Commerce. This position is Exempt and the individual will report directly to the SEDC Executive Director.

ESSENTIAL JOB FUNCTIONS

- Develop and maintain effective working relationships with employers through Business Retention and Expansion Visits throughout Meade County.
- Develop and maintain regular contact with employers to monitor workforce matters, including city, county, and state officials throughout Meade County.
- Developing and implementing new programs based on current trends in the industry.
- Preparing reports on economic development activities.
- Gather, analyze, and process data on a local, regional, state, and national level.
- Organize, plan, and execute development events as necessary for various projects.
- Coordinate, create, and manage social media content and campaign calendars.
- Manage and grow online community engagement through informative and creative messaging to build awareness.
- Creation and distribution of email and newsletters through automated email marketing tools.
- Participate in professional development through appropriate conferences, workshops, seminars, or webinars.
- Researches, prepares and gives presentations at a variety of meetings and/or outreach events.
- Provides planning input in support of SEDC goals and objectives.
- Perform other duties as assigned.

QUALIFICATIONS AND REQUIREMENTS INCLUDE:

- Education: College degree or equivalent experience.
- Knowledge of economic development principles and practices is helpful but not required.
- Skilled in prioritizing, organizing, and managing multiple simultaneous projects.
- Leadership Skills: must include transparency, high integrity, and high self-motivation.
- Team Building: ability to bring people of varying perspectives together for a common good.
- Community: Participate in and be a resource to local community and economic development groups and units of government.
- Communications: strong written and verbal communication skills; strong listening skills also required; communicating effectively with a variety of individuals.
- Public Speaking: strong public speaking ability required.
- Technology: proficient with normal industry and office software and equipment, including Quickbooks.
- Residency within Meade County strongly encouraged.
- Evening and weekend hours maybe necessary to attends events, meetings, etc.
- **Competitive compensation + benefits include:** Salary \$50,000 - \$60,000. Final offer dependent upon qualifications and experiences of the successful candidate as well as final Board approval. Benefits include Health, Dental and Life Insurance, vacation, sick leave and SD Retirement System.

PHYSICAL REQUIREMENTS:

Constant use of hands and arms to keyboard and write in order to complete necessary paperwork. Must possess a valid driver's license and reliable transportation. Must be able to drive and/or ride long distances; nighttime driving is necessary. Must be able to converse by phone and in person with customers and clients. Must be able to navigate rough, unimproved terrain to monitor projects.

This job description is not intended to be all-inclusive. Employee will also perform other reasonably-related job duties as assigned by the SEDC Executive Director. The employee is expected to comply with established office, administrative and personnel policies. The Board reserves the right to revise or change job duties as the need arises. This job description does not constitute a written or implied contract of employment. SEDC contracts with Black Hills Special Services Coop (BHSSC) for employment services. Employee will be hired through BHSSC and contracted through SEDC to execute the position.

Interested parties can submit their cover letter and resume to Amanda Anglin, Executive Director, Sturgis Economic Development Corp at amanda@sturgisdevelopment.com. Questions can be asked by calling 605-206-0395 or by emailing amanda@sturgisdevelopment.com

SEDC is an equal opportunity provider, employer and lender.

AMENDMENT TO TASK ORDER

THIS AMENDMENT TO Task Order No. 2023-01 is made by and between The City of Summerset (“OWNER”) and HDR Engineering, Inc. (“ENGINEER”).

WHEREAS, OWNER and ENGINEER entered into Task Order No. 2023-01, dated December 19, 2022; and

WHEREAS, OWNER and ENGINEER wish to amend the Task Order as contained herein.

OWNER and ENGINEER hereby agree as follows:

1.1 There were a couple unforeseen on-call engineering items completed for this project that caused it to be over budget. These items include a review of the FEMA Stagebarn Canyon Alluvial Fan Study and property pin locating. The additional fee is to cover general engineering services through the end of December 2023.

1.2 Task Order is hereby amended as follows:

- Activity 1 – On-Call Engineering Services (Additional 56 Hours)
- Activity 3 – Minor Plat Review (Additional 1 Hour)
- Activity 4 – Preliminary/Final Plat and Plan Review (Additional 11 Hours)
- Activity 5 – Commercial Plat Review (Additional 3 Hours)

Original Fee = \$34,060.00
Amendment = \$10,135.00
Total Fee = \$44,195.00

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Task Order No. 2023-01 and accept all of the modifications contained herein, this ____ day of _____, 20__.

“OWNER”

“ENGINEER”

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

ATTACHMENT 1



City of Summerset - General Engineering Services
Task Order Manhour Estimate - 2023 Task Order #1 - General Engineering Services **AMENDMENT #1**

Personnel	Dustin Hamilton	Lindsay Shaglia	Gary Anderson	Carla Schwebach	Total	
					Hours	Cost
Rate Category/Description	Managing Principal	Project Manager/Engineer III	Senior Land Surveyor	Project Controller		
Billing Rate	\$215.00	\$145.00	\$155.00	\$95.00		
Activity 1 - On-Call Engineering		52		4	56	\$7,920
Activity 3 - Minor Plat Review		1			1	\$145
Activity 4 - Prelim/Final Plat & Plan Review		7	4		11	\$1,635
Activity 5 - Commercial Permit Review		3			3	\$435
Subtotals		63	4	4	71	\$10,135
Task Order 2023-01 Amendment #1 Totals						
Average Hours Per Week		1.2	0.1	0.1	0.1	

Total Cost Summary
71
\$10,135.00
\$10,135.00

NOTICE TO PROCEED

Owner: City of Summerset Owner's Project No.: 2023-03
Engineer: HDR Engineering Engineer's Project No.: 10368159
Contractor: Simon Contractors of South Dakota, Inc. Contractor's Project No.: _____
Project: Astoria Court & Astoria Lane Drainage & Roadway Improvements
Contract Name: Astoria Court & Astoria Lane Drainage & Roadway Improvements
Effective Date of Contract: October 20, 2023

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on November 17, 2023 pursuant to Paragraph 4.01 of the General Conditions.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work will be done at the Site prior to such date.

In accordance with the Agreement:

The date by which readiness for final payment must be achieved is September 27, 2023.

Before starting any Work at the Site, Contractor must comply with the following:

Attend pre-construction meeting, provide submittal items listed in the project plans for review, and notify residents adjacent to the project of the project start date.

Owner: City of Summerset
By *(signature)*: _____
Name *(printed)*: _____
Title: _____
Date Issued: _____

Copy: Engineer