

**SUMMERSET CITY COMMISSION  
REGULAR MEETING  
SUMMERSET MUNICIPAL BUILDING  
7055 LEISURE LANE  
THURSDAY, SEPTEMBER 1st, 2022 6:00 P.M.**

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

Mayor Torno led in the Pledge of Allegiance.

Commissioner Butler gave the invocation.

**Motion** by Butler, second by Nasser, to approve the agenda for the regular meeting of the Summerset City Commission for September 1st, 2022 as presented or amended. Motion carried.

**CONSENT CALENDAR**

**Motion** by Hirsch, second by Nasser, to approve the minutes of the regular meeting of August 18th, 2022 as presented or amended. Motion carried.

**APPROVAL OF CLAIMS**

**Motion** by Nasser, second by Hirsch, to approve the claims and hand checks in the amount of \$40,478.20 from August 18th, 2022 through August 31st, 2022 as presented or amended. Motion carried.

ERICKSON, DON	WWDEP REFUND	168.68
UEBEL, DEREK	Uniform Allowance	400.00
A&B BUSINESS SOLUTIONS	Water Machine	378.04
AFLAC REMITTANCE PROCESSING	Accident Insurance	94.25
ALLEN, DON	Phone Stipend	50.00
AMBROSE, JONATHAN	Phoen Stipend	50.00
AMERICAN ENGINEERING TESTING	Infinity Drive Reconstruction	2,500.00
ANGLIN, MITCH	Phone Stipend	50.00
BLACK HILLS ENERGY		6,522.81
Butler, Dave	Phone Stipend	50.00
CANDACE SEALEY	Phone Stipend	50.00
CMS SERVICES	Economizer Replacement Kit	1,088.00
DAVE'S AUTO & CYCLE	2016 MAP Srensor Replacement	245.92
DAVIS, OWEN	Phone Stipend	50.00
DELTA DENTAL	Employee Dental Insurance	928.30
HAWKINS INC.	Defoamer	464.40
HDR ENGINEERING, INC	Engineering Fees	5,513.75
HIRSCH, CLYDE	Phone Stipend	50.00
JUSO, COLTON	Phone Stipend	50.00
KITZMILLER, MICHAEL	Phone Stipend	50.00
Kayl, Anthony	Phone Stipend	50.00
LIGHT AND SIREN	Equipment fo 2021 Ford	6,335.05

MACRANDER, MATTHEW MDU	Phone Stipend	50.00
	Utilities	222.21
MONTILEAUX, CASEY	Phone Stipend	50.00
NASSER, ALEXIS	Phone Stipend	50.00
NASSER, RICH	Phone Stipend	50.00
O'GRADY, BRENDA	Phone Stipend	50.00
SCHIEFFER, LISA	Phone Stipend	50.00
SCHROCK, BRIELLE	Phone Stipend	50.00
SD ONE CALL	July Notifications	32.55
SDML	2022 Annual Conference	130.00
SDRS	Aug Retirement	10,373.66
SDRS-SUPPLEMENTAL	Supplemental Retirement	560.00
SERVALL UNIFORM & LINEN SUPPLY	Monthly Fees	162.89
SMITH, JEFF	Phone Stipend	50.00
TNT CONSTRUCTION	Erosion Control Deposit	2,000.00
TORNO, MELANIE	Phone Stipend	50.00
USA BLUEBOOK	WWTP Supplies	96.16
VAST BROADBAND	Fax/Phone /Internet	1,121.45
Verizon Wireless	LE Voice & Mobile Broadband	190.08

#### **APPROVAL OF PAYROLL – AUGUST 2022 – SDCL 6-1-10**

**Motion** by Butler, second by Nasser to approve the following payroll. Motion carried.

Dept. 4000 - \$20,267.18 Wastewater/Public Works

Dept. 4110 - \$2,333.32 Commission

Dept. 4120 - \$1,083.33 Mayor

Dept. 4140 - \$13,195.82 Finance

Dept. 4210 - \$29,259.97 Police

Dept. 4652 - \$0.00 Planning & Zoning

#### **UTILITY BILLING ADJUSTMENTS**

**Motion** by Butler, second by Hirsch to approve utility billing adjustments of \$346.11 for the period August 1<sup>st</sup> thru August 31<sup>st</sup>, 2022. Motion carried.

#### **COMMISSION REPORTS**

Commissioners gave monthly reports.

#### **PAYROLL CHANGE– MAINTENANCE WORKER JEFF SMITH**

**Motion** by Nasser, second by Butler to approve the 90-Day Review of Jeff Smith, currently at \$20.00/increase of \$1.50 to \$21.50 effective August 26<sup>th</sup>, 2022. Motion carried.

#### **PAYROLL CHANGE – SCHOOL RESOURCE OFFICER COLTON JUSO**

**Motion** by Hirsch, second by Butler to approve the payroll change for Colton Juso, currently at \$22.08/increase of \$2.00 to \$24.08 effective August 26<sup>th</sup>, 2022. Motion carried.

#### **CHAPTER 92, SUBSECTION 92.073 – UNAUTHORIZED USE OF CITY GARBAGE CONTAINERS/UNAUTHORIZED DUMPING IN THE CITY OF SUMMMERSET.**

**Motion** by Nasser, second by Hirsch to approve Second Reading of Ordinance 2022-09. Motion carried.

**Motion** by Butler, second by Nasser to adopt Ordinance 2022-09. Motion carried.

#### **BUDGET ORDINANCE #2023 – AN ORDINANCE APPROPRIATING FUNDS FOR THE FISCAL YEAR 2023**

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

The following citizens gave budget input: James Guthrie, Helen Riedlinger, Kelly McIntosh, Laurene Hastings, Kelsey Cox, Tom Zimmerman, Darren Walker, Laurie Potthoff, Sid Reede, Susan Guthrie, Marc Sarchet.

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

**Motion** by Hirsch, second by Nasser to approve the First Reading of Ordinance #2023. Motion carried.

**Motion** by Nasser, second by Butler to set second reading for Ordinance #2023 for September 15<sup>th</sup>, 2022. Motion carried.

#### **POLICY CHANGES/NEW ADDITION TO PERSONNEL HANDBOOK**

##### **FLEX TIME:**

**Motion** by Nasser, second by Butler to open discussion on Flex Time. Motion carried.

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

**Motion** by Nasser, second by Butler to approve amending flex time in the Personnel Handbook effective September 1, 2022. Motion carried.

##### **LEAVE SLIPS:**

**Motion** by Nasser, second by Hirsch to open discussion on Leave Slips. Motion carried.

**Motion** by Hirsch, second by Nasser to close discussion.

**Motion** by Nasser, second by Hirsch to approve amending leave slips in the Personnel Handbook effective September 1, 2022. Motion carried.

##### **TELEWORK:**

**Motion** by Butler, second by Nasser to open discussion on Telework. Motion carried.

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

**Motion** by Nasser, second by Butler to approve adding a telework section to the Personnel Handbook effective September 1, 2022. Motion carried.

##### **CITIZENS INPUT**

Laurie Potthoff discussed with the Board ordinances on animal defecation.

##### **UPCOMING EVENTS:**

City Offices will be closed on Monday, September 5<sup>th</sup> in observance of Labor Day.

Special meeting – executive session will be held Monday, September 12, 2022 @ 8:00 a.m.

Coffee with the Commission – Clyde Hirsch/Police Department, Saturday, September 17<sup>th</sup> @ 10:00 a.m.

##### **ITEMS FROM CITY ATTORNEY**

None

##### **ADJOURNMENT**

**Motion** by Nasser, second by Hirsch, to adjourn at 8:24 p.m. Motion carried.

(SEAL)

ATTEST:

\_\_\_\_\_  
Candace Sealey  
Finance Officer

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

Published once \_\_\_\_\_, 2022 at a cost of \$ \_\_\_\_\_.

# Check Register Report

Date: 09/13/2022  
Time: 1:32 pm  
Page: 1

City of Summerset

BANK: BANKWEST

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
<b>BANKWEST Checks</b>								
25800	09/02/22	Printed			1722	DUCHENEAU, HALAYNA	Phone Stipend	50.00
25801	09/02/22	Printed			1843	UEBEL, DEREK	Phone Stipend	50.00
25802	09/13/22	Printed			0983	TANNER FENENGA	Phone Stipend	50.00
25803	09/13/22	Printed			0866	BARGAIN BARN TIRE CENTER	Ford 2020 Tire	372.94
25804	09/13/22	Printed			0021	BLACK HAWK WATER USERS DISTRICT	Monthly Usage	34.50
25805	09/13/22	Printed			0144	BLACK HILLS COMMUNITY ECON DE	2022 Partnership Pledge	500.00
25806	09/13/22	Printed			1504	CBH CO-OP	Govt Fuel	4,176.44
25807	09/13/22	Printed			0036	CITY OF RAPID CITY	Solid Waste Disposal	4,340.15
25808	09/13/22	Printed			1093	DAKOTA PUMP, INC	Replace pumps	5,776.86
25809	09/13/22	Printed			0765	DEMERSSEMAN JENSEN	Legal Fees	2,472.50
25810	09/13/22	Printed			1846	DENETT, WALTER	WWDEP Return	50.00
25811	09/13/22	Printed			0709	DIAMOND D WATER	Monthly Usage	145.40
25812	09/13/22	Printed			1847	E&A PROPERTY MANAGEMENT LLC	Erosion Control Deposit	1,000.00
25813	09/13/22	Printed			1452	FIRE PRO	Recharge Fire Extinguishers	104.50
25814	09/13/22	Printed			1844	FLEMING, HOLLIE	WWDEP Refund	100.00
25815	09/13/22	Printed			0246	GOLDEN WEST TECHNOLOGIES	Managed Services	3,477.50
25816	09/13/22	Printed			1369	GREENAPSIS	Janitorial Fees Govt Building	480.00
25817	09/13/22	Printed			1133	HDR ENGINEERING, INC	Engineering	80,256.75
25818	09/13/22	Printed			0041	HEALTH POOL OF SD	Employee Health Insurance	16,937.28
25819	09/13/22	Printed			1506	HERMANSON EGGE ENGINEERING	Building Inspections	315.00
25820	09/13/22	Printed			1845	JONES, LACEY	WWDEP	50.00
25821	09/13/22	Printed			0124	KIEFFER SANITATION	Portable Toilets	300.00
25822	09/13/22	Printed			1440	LIGHT AND SIREN	Weapons Mounting	393.50
25823	09/13/22	Printed			1110	MID-AMERICAN RESEARCH CHEMICAL	WWTP Supplies	575.99
25824	09/13/22	Printed			1433	MIDCONTINENT COMMUNICATIONS	WWTP Phone	201.45
25825	09/13/22	Printed			1040	MIDWEST RADAR & EQUIPMENT	Stalker	246.00
25826	09/13/22	Printed			0008	RAPID CITY JOURNAL	Publications	515.79
25827	09/13/22	Printed			1274	RAPID ROOTER	Aeration of Reed Beds/manhole cleanout	1,385.00
25828	09/13/22	Printed			1476	SAFETY BENEFITS, INC	2022 Joint Risk Safety Conf.	75.00
25829	09/13/22	Printed			1164	SIMON CONTRACTORS	ADA Update For Street Repairs	595.07
25830	09/13/22	Printed			1825	TALLGRASS LANDSCAPE ARCH	Schematic Design 90% Completed	1,550.00
25831	09/13/22	Printed			1023	TYLER TECHNOLOGIES, INC	Server Mitigation	500.00
					Total Checks: 32		Checks Total (excluding void checks):	127,077.62
					Total Payments: 32		Bank Total (excluding void checks):	127,077.62

# Check Register Report

Date: 09/13/2022  
Time: 1:32 pm  
Page: 2

City of Summerset

BANK: BANKWEST EFT

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
<b>BANKWEST EFT Checks</b>								
120	09/13/22	Printed			1665	CARDMEMBER SERVICES	Credit Card Charges	11,348.57
121	09/13/22	Printed			1125	FIRST NATIONAL TRUST AND	SWR SRF Payment	24,975.77
122	09/13/22	Printed			1245	SOUTH DAKOTA STATE	Sales Tax-August	975.34
123	09/13/22	Printed			0128	TREASURER UNITED STATES TREASURY	Payroll Taxes	17,389.25
					Total Checks: 4		Checks Total (excluding void checks):	54,688.93
					Total Payments: 4		Bank Total (excluding void checks):	54,688.93
					Total Payments: 36		Grand Total (excluding void checks):	181,766.55

# August 2022 Wastewater Department report

## Daily Operations

8/2-4 Dakota Pump replaced 2X check valves in Summerset Lift Station  
8-2 Discussed Summerset Lift Station study with HDR made a few corrections  
8-10 Main Lift Station pump #2 issues  
8-22 Rapid Rooter jetted underdrain for Reed Bed and 1 & 2  
8-22 Budget meeting  
8-25 RCS inspected wind damage to SBR greenhouse  
8-31 Meet with HDR, Piedmont Fire, Tony Kayl about fire protection plan  
Treated 4,895,000 gal of Wastewater  
No violations to report

## Special Projects

## Misc

8-12 Set up new office computer

# **August**

## **Sanitation**

Hauled 134520 lbs of Solid waste, 6140 lbs of recycling, 7240 lbs of cardboard, and 44180 lbs of yard waste to the landfill. Serviced solid waste equipment. Delivered cans to new homeowners. Serviced Equipment. Took roll off truck to Floyds for warranty repair.

## **Public works**

Cleaned drainage on Kalem ct. Serviced public works equipment. Assisted Wastewater on lift station repair. Swept Brighton and Manchester. Repaired drainage erosion on Recreational drive. Prepared for Piedmont event. Repaired AC at City Hall. Worked on Wastewater Access Road as time allowed. Picked up trash at Sturgis road and Kimberly drive at commissioners request. Sprayed and weeded drainages.

## **Code enforcement**

Issued 38 code enforcement violations. Been following up of getting the violations corrected. Abated 2 non-compliant homeowners.

## **Parks**

Mowed and weed-eated parks, picked up trash left by park users. Removed dead tree from Leisure lane park. Mulched trees in the parks, watered trees.

## **Miscellaneous**

Repaired Ac unit at city hall.



# Finance Department Monthly Recap August

## Week by Week Essential Functions

- ☐ Cash Receipting & Reports
- ☐ Monthly Cash and Account Reconciliation Reports (Journal Entries to General Ledger after review as needed)
- ☐ Accounts Payable (Beginning & Mid Month): Voucher creation, invoice processing, entering expenditures into General Ledger and creating checks for corresponding vouchers.
- ☐ Revenue/Expenditure review and correspondence with department heads to ensure correct classification of expenditures.
- ☐ Sales Tax, Payroll Tax, Retirement and Quarterly Reporting. Monthly invoicing on SRO contract to the County is done at this time. DOJ reporting and submission for reimbursement and other grant reporting as requested by department heads.
- ☐ Utility Billing ( a daily process but month end and day due is most time sensitive) posting payments in Cash Receipts, processing credit card payments to accounts through lockbox, reconciling and adjusting customer accounts, posting late fees and sending penalty and collection notifications, general customer service, monthly billing procedures and statement production and disbursement.
- ☐ Time sheet review, payroll processing, employee cost and deduction review and implementation, human resource updates in Payroll system. Reconciliation of Accounts pertaining to employees and trial balances.

## Financial Matters/Notable Highlights

- ☐ Monthly Revenue/Expenditure Report: Questions? Comments?
- ☐ Utility Billing Adjustments to Customer Accounts. Questions?
- ☐ 2023 Budget & Meetings
- ☐ Met with Cathy about reconciliations, budget questions and other various items
- ☐ Meeting with the bank about the line of credit & line of credit history
- ☐ Met with the Auditors about questions
- ☐

## Administrative Operations

- ☐ General Customer Service

- ☐ Website Management
- ☐ Newsletter and Community Updates
- ☐ Document and Records Management and Retention
- ☐ Licensing, Permitting, Inspections
- ☐ Application processing & customer account tracking

### Utility Billing Adjustments

- ☐ Customer Courtesy Late Fee Removal: our system can do a late fee on an unpaid late fee.
- ☐ Morton & Angels every month
- ☐ NSF Returned Payments
- ☐
- ☐
- ☐
- ☐

# AUGUST 2022 CITY ADMINISTRATOR REPORT

## ECONOMIC DEVELOPMENT

- Updated the properties on GIS Planning for Economic Development
- Zoom Meeting with Governor's Office of Economic Development – Financing.

## GRANTS

- Received update that we passed the second round on the FEMA application for a generator.
- Researched Forest Service Grants for training.
- Researched SD Urban & Community Forestry Program Challenge – Grant Training.
- Researched Community Facilities grants.
- Checked on IPAWS Grant with FEMA

## PLANNING & ZONING

- Visited with L. Schwartz regarding building on two acre parcel and the zoning of the same.
- Visited with K. Aasen on subdividing that took place in 2019.
- Visited with L. Klein regarding square footage of a house located in Summerset.
- Visited with S. Donley regarding platting, annexation & zoning.
- Discussion with S. Rost regarding questions on draft model study.
- Visited with L. Shagla regarding setting up a meeting to discuss Recreational Drive as a future connector.
- Grading Permit issued Iron Outfitters.
- Received list of questions from Elevate regarding growth and housing in Summerset.
- Discussed with A. Kayl utility easements on Emerald Heights Road.
- Discussed with R. Cudmore property lines.
- Sent Zoning map to D. Ferguson.
- Created a map for 46-1 showing growth and zoning areas in the future.

## MISC. CONT

- Put in support call to A&B Business on machine not working in Police Dept.
- Contacted NOC – visited with R. Nasser and D. Allen about rebooting doors. Needed whole new scanner on door.
- Updated passwords in Fiscal Treasury for US Justice Grants.
- Followed up on Triggs complaint with M. Wheeler and S. Delbridge.
- Discussion with K. Chleborad about voting residency.
- Put out PSA on Text My Gov regarding sewer maintenance.
- Visited with Kelo Land TV regarding rally, referred them to the media policy.
- Visited with J. Steiner on ordinances and completed a letter for ATF licensing.
- Visited with R. White from Piedmont Valley Chamber of Commerce regarding food trucks.
- Visited with Shayna from Safety Benefits regarding seat belt compliance.
- Visited with L. Shagla regarding draft/final model on collection.
- Visited with M. Wheeler on draft publication of waste water modeling.
- Meeting with T. Morris, M. Wheeler, M. Torno regarding rewriting TIFs.
- Zoom – Meeting KnowBe4/security awareness training.
- Onsite visit from On-Site First Aid Company.
- Visited with T. Wiczorek regarding lifting stop order.
- Finished wage and city surveys- gave to Commission.
- Worked on finding data for a emergency response chain of command policy.
- Visited with M. Torno regarding Gollnick property, and lifting of stop order and fine collected.
- Complaint from I. Smith regarding noise. Passed it over to D. Allen and police dept.
- Received a call from Harlow's Bus Service requesting signs. Passed it over to A. Kayl to handle the same.
- Complaint from S. Reade regarding Sturgis Road and crosswalks needed. Researched the cameras at intersection of Leisure Lane and Sturgis Road.
- Met with M. Torno, T. Wiczorek, B. Usera SD Ellsworth Authority Meeting – Elevate RC.
- Quarterly review with Golden West.
- Met with D. Brennenman to go over parking and event schedule for PVCC.
- Moved forward with NOC checklist – J. Ambrose to get updated to Windows 10
- Met with S. Donley regarding proposed dog park and moving the yard waste
- Visited with J. Smith regarding complaint on house color.
- Visited with J. Smith regarding complaint on odor from back yard.
- Visited with S. White regarding ordinances.
- Visited with J. Scull regarding seal coating the parking at the apartments.
- Met with D. Kirkegaard regarding setting up a meeting with Meade 46-1 and their architects on future growth areas in Summerset.

- Visited with Ken from Black Hawk Water to set up a meeting with the Mayor.
- Visited with M. Anglin and J. Smith regarding ordinances on overhanging trees in the r.o.w.
- Request for contacts on utility services.
- Set up meeting with Tall Grass Inc.
- Drafted zoning letter to realtor regarding Camping World.
- Visited with Dana from RDO informing us of price increases that will be coming in the future.
- Worked on Summerset CPI/Growth for taxation purposes.
- Visited with D. Brandsrud regarding wage study.
- Sent invoice to C. Baumiller regarding Developer's Agreement @ Infinity Drive.
- Visited with P. Anderson Mayor of Piedmont regarding D.A.N.R. Meeting.
- Attended regionalization meeting @ Elevate with M. Torno, and L. Shagla.
- Received a complaint on raw sewage @ Camping World. M. Anglin and J. Smith investigated.
- Received all documentation on accident on Whistler Court and sent it to SDPAA.
- Met with Superintendent of Meade 46-1 W. Wormstadt regarding Summerset growth.
- Submitted draft copy of handbook to the Board.
- Met with First Net, R. Nasser and D. Allen on phones used during the rally.
- Reviewed Ambulance Contract.
- Reviewed policy changes submitted by M. Torno.
- Met with Ken, M. Torno regarding Black Hawk Water user's agreement.
- Posted items to the Facebook Page.
- Attended three Commission Meetings.

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

This **Animal Shelter Agreement** ("**Agreement**") made the \_\_\_\_\_ day of \_\_\_\_\_, 2022, 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 upon execution and shall terminate at 11:59 p.m. on December 31, 2023.
- 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. 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.

**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 \_\_\_\_\_, 2022.

ATTEST:

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

\_\_\_\_\_  
Candace Sealey  
Finance Officer

**CITY OF STURGIS**

Dated this \_\_\_\_ day of \_\_\_\_\_, 2022.

ATTEST:

\_\_\_\_\_  
Daniel Ainslie  
City Manager

\_\_\_\_\_  
Fay Bueno  
Finance Officer

Prepared by:  
City of Summerset  
7055 Leisure Lane  
Summerset SD 57718  
605-718-9858

2020-17 RESOLUTION OF CITY OF SUMMERSET BOARD COMMISSIONERS

WHEREAS, most of High Meadows Drive is a County road, and

WHEREAS the first 1075 feet (0.2 miles) of High Meadows Drive from where it intersects with Sturgis Road lies within the boundaries of the City of Summerset; and

WHEREAS, it is beneficial for Meade County to access the County portion of the road through the City section thereof; and

WHEREAS, it is beneficial for the City of Summerset to utilize the Meade County Highway Department for certain maintenance requirements of the portion of High Meadows Drive that is located within the City boundaries; and

WHEREAS, Meade County is authorized by SDCL 7-18-30 to give personal property or perform any work to any public corporation of the State of South Dakota, such as the City of Summerset, and Meade County is further authorized by SDCL 31-12-41 to contract with municipalities for the maintenance of public streets within said municipalities, and that the City of Summerset has similar and corresponding authority to enter into a contract with Meade County; and

WHEREAS, the City of Summerset has been advised that the Meade County Highway Department has the capability of providing gravel, delivery of gravel, delivery of Magnesium Chloride water or other work on the City of Summerset portion of High Meadows Drive in agreement with the City of Summerset on reasonable notice and in conjunction with projects undertaken by the Meade County Highway Department, and that and Meade County has adopted or will adopt a Resolution for the same as it pertains to the portion of High Meadows Drive located with the City of Summerset; now therefore be it

RESOLVED that the City of Summerset my contract with the Meade County Highway Department for maintenance concerning that portion of High Meadows Drive located within the City boundaries subject to the following:

1. In conjunction with projects scheduled by the Meade County Highway Department, the City of Summerset will pay for the Magnesium Chloride Water (Mag Water), such application to be under the supervision of the Meade County Highway Superintendent. The parties understand that the price of the Mag Water will vary from time to time, but the contracted price shall be the same price paid by Meade County for the same material, and that Meade County shall provide the necessary manpower and equipment for the application.
2. Summerset agrees that the payment for the Mag Water shall be within 45 days of presentation of an invoice to the City.
3. The application of the Mag Water will be done in conjunction with Meade County's annual plan for application of Mag Water and in accordance with the County's schedule.

4. The Meade County Highway Department will blade that portion of Highway Meadows Drive within the boundaries of the City of Summerset as necessary, not to exceed three times annually. Summerset agrees that the determination of the necessity to blade the road shall be within the sole discretion of the Meade County Highway Superintendent, who shall give due consideration to any request from the City of Summerset.
5. This Resolution is not intended to encompass the application of additional gravel if and when such is needed.

BE IT FURTHER RESOLVED that this Resolution is for calendar year 2021 only. The Resolution may be withdrawn action of either the Meade County Board of Commissioners or the City of Summerset Board of Commissioners at any time, giving a minimum of 30 days' notice to the other of an intent to do so.

Passed this day 3rd day of December 2020 by a unanimous vote of the City of Somerset Board of Commissioners.

ATTEST:

Candace Sealey  
Finance Officer

Bryce Lutz  
Mayor

Published:, 2020  
Effective:, 2020

STATE OF SOUTH DAKOTA)  
COUNTY OF MEADE) ss

I, Candace Sealey, duly appointed Finance Officer of and for the City of Summerset, Meade County, South Dakota, do hereby certify that the foregoing is a true and correct resolution adopted by the City Commission of the City of Summerset at the regular meeting held on December 3, 2020.

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# Petition and Cost Estimate to Pave the first 1031 Feet of High Meadows Road

## **Presented by:**

James Guthrie – Resident of Summerset, SD  
(Mining Engineer – Retired)



**MAP**  
**High Meadows Proposed Paving – 1031 Ft**



## Problem Statement:

- Traffic on the gravel/dirt road creates significant clouds of dust/dirt especially when heavy trucks, speeding vehicles and high winds are present.
- Mag chloride application, although helpful, has a limited effect in mitigating dust/dirt after approximately 30 to 60 days. It is also very hard on vehicles.
- The dust/dirt from the road aggravates people with respiratory health concerns and could impact potential property values. Several residents with health concerns have stated they will not go outside because of the dust/dirt generated from the road.

## Scope of Project:

Produce a document showing the need to pave with 4" of Asphalt or 4" of Milled Asphalt the first 1031 feet of the gravel/dirt road, which is located on High Meadows Road off the junction of Sturgis Road in Summerset, SD.

The work involved the following: collecting petition signatures (101), obtaining cost estimates from local asphalt contractors, obtaining citizen statements, showing the project location area, producing a presentation showing the findings, and making a recommendation.

# Estimate of Costs:

## Option One: Pave Asphalt Road (**Selected Option**)

- Simon Asphalt 4" Paved Asphalt: \$73,766

## Option Two: Milled Asphalt Road

- Simon Asphalt 4" Milled Asphalt: \$38,522
- Ford Trucking/Asphalt: \$30,579

# Recommendation:

- Option One is recommended. Although the most costly, this road surface will be more durable and require less maintenance over time. The expected longevity of this road surface is approximately 20 years.
- Option Two is a viable option. Although not the best, it is initially less expensive but will require more maintenance. Surface longevity is approximately 4 years and then more milled asphalt or chip seal may be required. Snow plowing could also disturb the road surface.
- It is also recommended that the Summerset City Commissioners, Meade County Commissioners, and the Mayor of Summerset negotiate an agreement to surface the 1031 Feet of High Meadows Road. This will help negate the health issues and property issues caused by the dust from the current gravel/dirt road.

## Summary:

The 1031 Feet of High Meadows Road creates significant dust which causes residents to stay inside and creates property value loss. Several residents have significant health issues which are aggravated by this dust. The road has mag chloride put on it once a year. This helps for a short period of time, but does not fix the problem. Excessive speeding by traffic also contributes to the dust issue.

## Conclusion:

- Paving the road is the best option for longevity (approximately 20 years) and for low road maintenance.
- Milled Asphalt uses mag chloride and water as the binding agent; however, it will not exhibit the life span that Paving does. It will also require more maintenance than Paving.



8-6-2022

To whom it may concern

I am Michelle Ruing I live at 7433 Castlewood Dr. with my husband Ralando + our two + a half year old son Alex. I am writing this letter as a request to consider paving High Meadows Road. Our back yard bumps up to it + for the seventeen years that we have lived here we have not been able to keep our windows open or our sliding door going into our back yard due to the extreme amount of dust that blows at our house all day long. This started to affect me medically due to some breathing issues but in the last year I'm in Stage 5 kidney failure I do peritoneal dialysis at home four to five times daily so if I get any of the dust / dirt in our home from the road it can be detrimental to my life. As far as the breathing issues it makes me sad that I can't be in our back yard playing with our son all but for short periods of time. I appreciate your consideration of this project if you have any questions please feel free to call me at 605-484-1312.

Sincerely

Michelle Ruing

Exhibit B: Resident Health Issue

Sept. 7, 2022

To Whom It May Concern,

My name is Gronne Carter, I live at 7395 Castlewood Dr. My backyard borders High Meadows Dr. I have lived here for approximately four years.

The issue is that the dust caused from High Meadows. There is so much traffic that the dust is constant. It is virtually impossible to ever sit on my back deck because of it. Even cutting the lawn is hard because it difficult to breathe.

I can't even have my windows open because of the dust, again it makes it difficult to breathe.

Even when it is washed it may only last a day because of the traffic. Something needs to be done to stop this from happening.

As an elderly individual, I would like to enjoy my home as much as I can. I can't even keep the house clean because of the dust that comes in.

This is a serious health issue.

Gronne Carter

## Exhibit C: Resident Health Issue

CITY OF SUMMERSET

I AM A RESIDENT OF 7397 CASTLEWOOD DRIVE,  
MY BACKYARD IS BORDERED BY HIGH MEADOWS ROAD.  
MY WIFE AND I ARE RETIRED LAW ENFORCEMENT AND  
CHOOSE SOUTH DAKOTA AND ULTIMATELY SUMMERSET  
TO RESIDE HAVING VISITED MANY STATES AND CITIES.  
THE PEOPLE IN THE COMMUNITY ARE CURIOUS,  
RESPECTFUL AND VERY FRIENDLY, BASICALLY  
'DOWN HOME' PEOPLE. HAVING SAID THAT, MANY  
PEOPLE WHO UTILIZE HIGH MEADOWS ROAD  
DRIVE OVER THE SPEED LIMIT CAUSING  
EXCESSIVE DUST DUE TO THE CURRENT ROAD CONDITIONS.  
HIGH WINDS ALSO CONTRIBUTE TO THE UNHEALTHY AIR  
CONDITIONS AS THE DIRT IS DISPLACED INTO THE  
NEIGHBORHOODS. I AM ASKING THAT THE CITY HELP  
MITIGATE THE EXCESSIVE DUST THROUGH SPEED CONTROL  
AND ROAD IMPROVEMENT.

VINCE  
VINCENT CEMEC



# Attachment One Pg 1: Petition Signatures

## Petition to Pave/Chip Seal approximately 1,031 Feet of High Meadows Road Located in Summerset, SD

To: Meade County Commissioners, City of Summerset Mayor and City of Summerset Commissioners

We, the undersigned residents of The City of Summerset and/or Meade County, petition the City of Summerset and/or Meade County officials to either pave or chip seal approximately 1,031 feet of High Meadows Road, which was annexed into the city several years ago. The length of road referred to herein begins at the intersection of Sturgis Road and High Meadows Road and runs southwest on High Meadows Road to a newly annexed subdivision. Please see the attached map.

Wind and increasing traffic along this road create significant dust and dirt pollution. This is affecting the health and property value of the residents along the road.

Environmental impacts caused by the dust/dirt necessitate bringing the road up to City of Summerset standards. Although chip sealing may not fully meet city road specifications, it would greatly improve environmental impacts to residents along the road by eliminating the dust/dirt clouds caused by wind and vehicles. We believe that paving would be the best option.

We believe this infrastructure improvement should be addressed and take priority over other proposed, less pressing projects.

No.	Petitioner's Name	Address	Signature	Date
1	James Guthrie	7391 Castlewood Dr.	James Guthrie	8/31/2022
2	Sidney J. Readett	7401 High Meadows, Summerset	Sidney J. Readett	8/31/2022
3	Kelley Crane	7301 High Meadows	Kelley Crane	8/31/2022
4	Shannon Crane	7301 High Meadows	Shannon Crane	8/31/2022
5	Susan R. Reade	7401 High Meadows, Summerset	Susan R. Reade	8/31/2022
6	Nancy Morgan	7302 High Meadows, Summerset	Nancy Morgan	8/31/2022
7	Theresa Reed	7200 High Meadows Rd	Theresa Reed	8-31-22
8	Nancy V. Russell	7260 High Meadows Road	Nancy V. Russell	08-31-22
9	Susan Guthrie	7391 Castlewood	Susan Guthrie	8-31-22
10	Yvonne Carter	7395 Castlewood Dr	Yvonne Carter	8-31-22
11	Irish Westberg	7393 Castlewood Dr	Irish Westberg	8-31-22
12	Randy K. Westberg	7393 Castlewood Dr	Randy K. Westberg	8/31/22
13	Vivian Leitz	7397 Castlewood Dr	Vivian Leitz	8/31/22
14	Lydia Romero	7397 Castlewood Dr	Lydia Romero	8/31/22



# Attachment One Pg 2: Petition Signatures

NO.	NAME	ADDRESS	SIGNATURE	DATE
15	Dennis Gauthier	7405 Castlewood Dr	Dennis Gauthier	8/31/2022
16	Mark Griebel	7415 Castlewood Dr	Mark Griebel	8/31/2022
17	Jeff Gail	7415 Castlewood Dr	Jeff Gail	8/31/2022
18	Mark Griebel	955 Ash Ln	Mark Griebel	9/1/22
19	Kelly McIntosh	13910 Telluride St	Kelly McIntosh	9/1/22
20	Millie DeVries	7431 Castlewood	Millie DeVries	9/2/22
21	Patrick Olson	7890 Castlewood	Patrick Olson	9/2/22
22	Jennifer Hagan	7386 Castlewood	Jennifer Hagan	9/2/22
23	Amy Olson	7390 Castlewood	Amy Olson	9/2/22
24	Mike Miller	7380 Castlewood	Mike Miller	9-2-22
25	Will Lind	7770 Castlewood	Will Lind	9-2-22
26	Crystal Lind	7370 Castlewood	Crystal Lind	9-2-22
27	Dennis Sharp	10298 Vonderlane	Dennis Sharp	9/2/22
28	Larry Gaudin	7320 Castlewood Dr	Larry Gaudin	9/2/22
29	Judith Johnson	7375 Castlewood Dr	Judith Johnson	9/2/22
30	Hunter Ray	7291 Sun. Ln	Hunter Ray	9/2/22
31	Bracken Robinson	7292 Savannah Ln	Bracken Robinson	9/2/22
32	Amber Fendren	7274 Savannah Ln	Amber Fendren	9-2-2022
33	Brian Blair	7256 Savannah Ln	Brian Blair	9-2-22
34	Amber Blair	7256 Savannah Ln	Amber Blair	9-2-22
35	Justin Ramey	7226 Savannah	Justin Ramey	9/2/22
36	Teresa Ramey	7226 Savannah Ln	Teresa Ramey	9/2/22
37	Cody Schrab	7184 Savannah Ln	Cody Schrab	9/2/22
38	Madison Schrab	7184 Savannah Ln	Madison Schrab	9-2-22
39	Jason Yeary	7219 Savannah Ln	Jason Yeary	9/2/22
40	Nicole Yeary	7219 Savannah Ln	Nicole Yeary	9/2/22
41	Lindsey Erhart	7204 Savannah Ln	Lindsey Erhart	9/2/22
42	Mike Erhart	7204 Savannah Ln	Mike Erhart	9-2-22
43	Jeff Hae	7455 Castlewood Dr	Jeff Hae	9-2-22
44	Lindsey Hae	7455 Castlewood Dr	Lindsey Hae	9/2/22
45	Justin Kepler	7450 Castlewood Dr	Justin Kepler	9/2/22
46	Jane Kepler	7450 Castlewood Dr	Jane Kepler	9/2/22
47	John Haag	7445 Castlewood Dr	John Haag	9/2/22
48	Diane Haag	7445 Castlewood Dr	Diane Haag	9/2/22
49	Katherine Haag	7445 Castlewood Dr	Katherine Haag	9/22/22
50	Jeff Haag	7445 Castlewood Dr	Jeff Haag	9/2/22



# Attachment One Pg 3: Petition Signatures

	NAME	ADDRESS	SIGNATURE	DATE
51	Brooks Bernhagen	7430 Castlewood Dr	[Signature]	9-2-22
52	Rolando Ruiz	7433 Castlewood	[Signature]	9-2-22
53	Michelle Ruiz	7433 Castlewood	[Signature]	9-2-22
54	James Atkinson	7435 Castlewood Dr.	[Signature]	9-2-22
55	SARAH YOUNG	7435 Castlewood Dr	[Signature]	9/2/22
56	Schmidt, Evan	7425 Castlewood	[Signature]	9-2-22
57	Janell McKinstry	7410 Castlewood	[Signature]	9-2-22
58	Earl McKinstry	7410 Castlewood	[Signature]	2 Sept 22
59	Brian Shattuck	7400 Castlewood	[Signature]	9-2-22
60	Christina Hokeney	7385 Castlewood Dr	[Signature]	9/5/22
61	JASON SEBARD	7366 Castlewood Dr	[Signature]	9/3/22
62	Dennis Volk	7369 Castlewood Dr	[Signature]	9/3/22
63	Vicki Volk	7369 Castlewood Dr	[Signature]	9/3/22
64	Josh Campbell	7353 Castlewood Dr	[Signature]	9/3/22
65	Joel Schorvick	7357 Castlewood Dr	[Signature]	9/3/22
66	Dustin Lockman	7350 Castlewood Dr	[Signature]	9/3/22
67	David Edwards	7360 Castlewood Dr.	[Signature]	9/3/22
68	Brianne Edwards	7360 Castlewood Dr	[Signature]	9/3/22
69	LeLani Shattuck	7400 Castlewood Dr	[Signature]	9/7/22
70	Rockelle Schmidt	7425 Castlewood Dr	[Signature]	9/7/22
71	Jessica Bernhagen	7430 Castlewood Dr	[Signature]	9/7/22
72	Robert Hewson	7258 Norpuck Court	[Signature]	9-7-22
73	JANE BESTE-LEWIS	" " "	[Signature]	9-7-22
74	Melissa Warden	7259 Norpuck Court	[Signature]	9-7-22
75	Jeanne Dodson	10300 Wilmington Drive	[Signature]	9-7-22
76	Bernard Chung	10363 Wilmington Dr	[Signature]	9-7-22
77	Connie Bynall	10363 Wilmington Dr.	[Signature]	9-7-22
78	Jeremy Lichty	10370 Wilmington Dr	[Signature]	9-7-22
79	Emily Lichty	10370 Wilmington Dr.	[Signature]	9-7-22
80	Stacey Phillips	10041 Van Huren Ln	[Signature]	9/7/22
81	Brandon Phillips	10041 Van Huren Ln	[Signature]	9-7-22
82	Cassidy Kieffer	10341 Wilmington Dr	[Signature]	9-7-22
83	Max Kieffer	10341 Wilmington Dr.	[Signature]	9/7/22
84	Chris Smith	10245 Wilmington Dr	[Signature]	9/7/22
85	John Sackel	10278 Wilmington Dr	[Signature]	9-7-22



## Attachment One Pg 4: Petition Signatures

No.	NAME	ADDRESS	SIGNATURE	DATE
86	Stacie Kellogg	10245 Wilmington Dr	Stacie M. Kellogg	9-7-2022
87	David Johnson	10245 Wilmington Dr	David Johnson	9-7-22
88	Breanna Reur	10221 Wilmington	Breanna Reur	9-7-22
89	Leisa James	10197 Wilmington	Leisa James	9-7-22
90	Cavin Springer	10197 Wilmington	Cavin Springer	9-7-22
91	Roxanne Weinmaster	10206 Wilmington	Roxanne Weinmaster	9-7-22
92	Gerard Telen	10184 Wilmington Dr	Gerard Telen	9-7-22
93	Mary Telen	10184 Wilmington Dr	Mary Telen	9-7-22
94	Nate Brown	10160 Wilmington Dr	Nate Brown	9-7-22
95	Lacey Brown	10160 Wilmington Dr	Lacey Brown	9-7-22
96	Donna Nordell	10138 Wilmington Dr	Donna Nordell	9-7-22
97	Ron W Nordell	10138 Wilmington Dr	Ron W Nordell	9-7-22
98	Austin Biers	10120 Wilmington Dr	Austin Biers	9-7-22
99	Donna Sigman	10100 Wilmington Dr	Donna Sigman	9-7-22
100	Jacki Kutz	10241 VENTURA Ln.	Jacki Kutz	9-7-22
101	Shennen Seiser	10115 W. Kiefer Dr	Shennen Seiser	9-7-22

## Attachment Two: Estimate

### **Simon Asphalt 4' Paved Asphalt -Hot Mix**

Corporate Estimate Forthcoming  
(They can do it this year before Fall)

**\$73,766**

### **Simon Asphalt 4' Milled Asphalt**

Corporate Estimate Forthcoming  
(They can do it this year before Fall)

**\$38,522**

## Attachment Three: Estimate

### Ford Trucking/Asphalt Estimate for 4" Milled Asphalt (They can do it this year before Fall)



Ford Trucking LLC  
PO Box 81  
Nemo, SD 57759  
(605) 431-0276  
fordtrucking1@hotmail.com  
www.gravelpros.net

**ADDRESS**  
Jim Guthrie  
High Meadows Rd  
Summerset, SD 57718

**ESTIMATE #** 1051  
**DATE** 09/06/2022

DATE	DESCRIPTION	QTY	RATE	AMOUNT
09/06/2022	Equipment Mobilization Blade, Roller and Water Tanker	3	400.00	1,200.00
09/06/2022	Water Truck, Lay Down and Foreman Pickup - Per Ton	702	10.90	7,651.80
09/06/2022	Black Base - Ton	702	16.50	11,583.00T
09/06/2022	Delivery - Ton	702	8.50	5,967.00
09/06/2022	Mag Water - Gallon	1,500	1.95	2,925.00T
09/06/2022	Excise Tax	1	599.59	599.59
SUBTOTAL				29,926.39
TAX				652.86
TOTAL				<b>\$30,579.25</b>

Accepted By

Accepted Date

Please make checks payable to Ford Trucking.



7055 Leisure Lane  
Summerset, SD 57718  
Telephone: (605) 718-9858  
FAX: (605) 718-9883



Sent 9/2

## PUBLIC COMPLAINT FORM

\*\*\*\* The following information **must be completed** by the individual filing this complaint \*\*\*\*

Last Name	<input type="text" value="Reade"/>	First Name	<input type="text" value="Sidney"/>	M.I.	<input type="text"/>
Street Address	<input type="text" value="7401 High Meadows Rd"/>				
Home Phone	<input type="text" value="(970) 231-8248"/>	Cell Phone	<input type="text"/>		
Today's Date	<input type="text" value="9-1-22"/>	email	<input type="text" value="readesj@msn.com"/>		

All information provided on this form is for city use only. All fields must be filled in or this complaint will be considered invalid and no action will be taken. All forms are subject to F.O.I.A.

### Nature of this complaint

Check all that apply

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> Grass / Weeds        | <input type="checkbox"/> Fence                | <input type="checkbox"/> Permits          |
| <input type="checkbox"/> Garbage / Trash      | <input type="checkbox"/> Sanitation / Dumping | <input type="checkbox"/> Burning          |
| <input type="checkbox"/> Abandoned Vehicle(s) | <input type="checkbox"/> Noise / Nuisance     | <input checked="" type="checkbox"/> Other |
| <input type="checkbox"/> Junk / Tires         | <input type="checkbox"/> Building Code        |   |
| <input type="checkbox"/> Outdoor Storage      | <input type="checkbox"/> Zoning Issues        |   |

### Location of the above listed violation(s)

Address

Please give a detailed description of these violations

High Meadows has become a race track. Can the PD do something to slow traffic down to the 25 MPH speed limit?

Thank you for helping us make the City of Summerset a place we can all be proud of!

Submit by Email





Summerset, SD 57710  
Telephone: (605) 718-9858  
FAX: (605) 718-9883

Sent 9/2



## PUBLIC COMPLAINT FORM

\*\*\*\* The following information **must be completed** by the individual filing this complaint \*\*\*\*

Last Name	Westberg	First Name	Trish/Randy	M.I.	
Street Address	7393 Castlewood Dr				
Home Phone	—		Cell Phone	970-412-6890	
Today's Date	9-1-2022		email	rtwestberg@hotmail.com	

All information provided on this form is for city use only. All fields must be filled in or this complaint will be considered invalid and no action will be taken. All forms are subject to F.O.I.A.

### Nature of this complaint

Check all that apply

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Grass / Weeds        | <input type="checkbox"/> Fence                       | <input type="checkbox"/> Permits          |
| <input type="checkbox"/> Garbage / Trash      | <input type="checkbox"/> Sanitation / Dumping        | <input type="checkbox"/> Burning          |
| <input type="checkbox"/> Abandoned Vehicle(s) | <input checked="" type="checkbox"/> Noise / Nuisance | <input checked="" type="checkbox"/> Other |
| <input type="checkbox"/> Junk / Tires         | <input type="checkbox"/> Building Code               |   |
| <input type="checkbox"/> Outdoor Storage      | <input type="checkbox"/> Zoning Issues               |   |

### Location of the above listed violation(s)

Address: High Meadows Road

Please give a detailed description of these violations: vehicles that fly (speed) down from High Meadows Rd to Sturgis Rd at a very high speed, not only causing a dust wall but someone is going to get hurt or worse when a car flies over the hill and hits someone walking

Thank you for helping us make the City of Summerset a place we can all be proud of!

Submit by Email

Speed bumps along High Meadows Road would be beneficial.



Summerset, SD 57716  
Telephone: (605) 718-9858  
FAX: (605) 718-9883

Sent 9/1



## PUBLIC COMPLAINT FORM

\*\*\*\* The following information **must be completed** by the individual filing this complaint \*\*\*\*

Last Name	CARTER	First Name	Yvonne	M.I.	E
Street Address	7395 CASTLEWOOD DR				
Home Phone	910-991-6191	Cell Phone	Same		
Today's Date	8/31/22	email	YECARTER@yahoo.com		

All information provided on this form is for city use only. All fields must be filled in or this complaint will be considered invalid and no action will be taken. All forms are subject to F.O.I.A.

### Nature of this complaint

Check all that apply

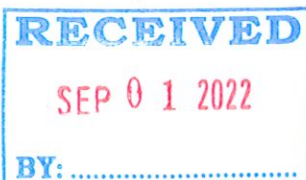
- |   |   |   |
|---|---|---|
| <input type="checkbox"/> Grass / Weeds        | <input type="checkbox"/> Fence                | <input type="checkbox"/> Permits          |
| <input type="checkbox"/> Garbage / Trash      | <input type="checkbox"/> Sanitation / Dumping | <input type="checkbox"/> Burning          |
| <input type="checkbox"/> Abandoned Vehicle(s) | <input type="checkbox"/> Noise / Nuisance     | <input checked="" type="checkbox"/> Other |
| <input type="checkbox"/> Junk / Tires         | <input type="checkbox"/> Building Code        |   |
| <input type="checkbox"/> Outdoor Storage      | <input type="checkbox"/> Zoning Issues        |   |

### Location of the above listed violation(s)

Address	High Meadows Rd
Please give a detailed description of these violations	Road needs to be paved to eliminate the constant dust that occurs because of speeding & constant use. This is a health hazard for all residents who live adjacent to said road. The little thing that is done is NOT sufficient.

Thank you for helping us make the City of Summerset a place we can all be proud of!

Submit by Email





Prepared by:  
Michael V. Wheeler  
DEMERSSEMAN JENSEN  
TELLINGHUISEN & HUFFMAN, LLP  
516 5th Street, PO Box 1820  
Rapid City, SD 57709-1820  
(605) 342-2814

---

QUIT CLAIM DEED

James E. Gingras, of 7211 Elk Creek Road, Piedmont, South Dakota 57769, Grantor, for and in consideration of One Dollar (\$1.00), and other good and valuable consideration, CONVEYS AND QUIT CLAIMS to City of Summerset, a South Dakota municipal corporation, Grantee, of 7055 Leisure Lane, Summerset, South Dakota 57718, all interest in the following described real estate in the County of Meade County, in the State of South Dakota:

Telluride Park #1 of Sun Valley Estates, City of Summerset, Meade County, South Dakota, as shown on the plat filed in Plat Book 27, Page 41.

SUBJECT to easements, rights-of-way, reservations and Covenants of record.

**EXEMPT FROM TRANSFER FEE PURSUANT TO SDCL 43-4-22(18)**

Dated this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
James E. Gingras

State of South Dakota            )  
  ) ss.  
County of \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2022 before me, the undersigned officer, personally appeared James E. Gingras, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

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

(SEAL)

\_\_\_\_\_  
Notary Public  
My Comm. Expires: \_\_\_\_\_

COURTHOUSE USE ONLY	
BOOK PAGE	RATIO CARD

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

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

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

**APPLICANT INFORMATION** \* Designates required fields

SELLER(S)/GRANTOR(S) *		PHONE NUMBER *		EMAIL	
James E. Gingras					
MAILING ADDRESS *		CITY *		STATE *	
7211 Elk Creed Road		Piedmont		SD	
				57769	
BUYER(S)/GRANTEE(S) *		PHONE NUMBER *		EMAIL	
City of Summerset		(605) 718-9858			
MAILING ADDRESS *		CITY *		STATE *	
7055 Leisure Lane		Summerset		SD	
				57718	
NEW MAILING ADDRESS (if changed)		CITY		STATE	
				ZIP CODE	
LEGAL DESCRIPTION * (copy description from document you are recording or attach an exhibit with the legal description)					
Telluride Park #1 of Sun Valley Estates, City of Summerset, Meade County, South Dakota, as shown on the plat filed in Plat Book 27, Page 41.					

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

DATE OF INSTRUMENT  _____ DATE	TYPE OF INSTRUMENT:	CONTRACT FOR DEED ( ) QUIT CLAIM DEED (X) EXECUTOR'S DEED ( )
		WARRANTY DEED ( ) MINERAL DEED ( ) TRUSTEE'S DEED ( )
		OTHER ( ) – SPECIFY:
DOES THE INSTRUMENT CHANGE WHO IS RESPONSIBLE FOR PAYMENT OF REAL ESTATE TAXES? YES ( X ) NO ( )		

<ul style="list-style-type: none"> <li>WAS THIS PROPERTY OFFERED FOR SALE TO THE GENERAL PUBLIC? YES ( ) NO (x)</li> <li>RELATIONSHIP BETWEEN GRANTEE AND GRANTOR NO (X) YES ( ) STATE RELATIONSHIP: _____</li> <li>WAS THIS PROPERTY SOLD BY: OWNER ( X ) AGENT ( )</li> </ul>	<ul style="list-style-type: none"> <li>ACTUAL CONSIDERATION EXCHANGED \$ _____</li> <li>ADJUSTED PRICE PAID FOR REAL ESTATE \$ _____ (actual consideration less amount paid for major items of personal property as listed below)</li> </ul>
List any major items of personal property and their value which were included in the total purchase price. (i.e. furniture, inventory, crops, leases, franchises):  	
IF TRANSACTION WAS A SALE, WAS THE SELLER PAID IN FULL BY OR AT THE TIME OF THE SALE? YES ( ) NO ( )	
<ul style="list-style-type: none"> <li>IF NO, HOW WILL THE SELLER BE PAID THE UNPAID BALANCE? _____ DOWN PAYMENT: \$ _____</li> </ul>	
INTEREST RATE: _____ %	PAYMENT FREQUENCY: MONTHLY ( ) YEARLY ( )
NO. OF PAYMENTS: _____	BALLOON PAYMENT (if any): \$ _____

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

SIGNATURE (Seller, Buyer, or Agent) *	TITLE	DATE*
---------------------------------------	-------	-------

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

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

**DIRECTOR OF EQUALIZATION OFFICE USE ONLY FOR OWNER OCCUPIED SECTION**

GRANTEE OF PROPERTY NAME: \_\_\_\_\_

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

REASON FOR DENIAL	
DIRECTOR OF EQUALIZATION SIGNATURE	DATE



### Summary

**Parcel ID** 0C.63.PARKT1  
**Property Address**  
**Sec/Twp/Rng** SUMMERSET  
**Brief Tax Description** SUN VALLEY ESTATES TELLURIDE PARK #1  
 (Note: Not to be used on legal documents)  
**Comments** .339 AC  
**Class** NAD  
**Tax District** SUM461  
**Gross Acres** 0.00  
**\$/Acre** N/A  
**Deed Holder**  
 GINGRAS, JAMES E  
 7211 ELK CREEK ROAD  
 PIEDMONT SD 57769

### Valuation

	2021	2020
+ NAD	\$10,000	\$10,000
= Total Value	\$10,000	\$10,000

### Tax History

2020	1st Half	2nd Half	Full Year
<b>Due Date</b>	April 30, 2021	October 31, 2021	
<b>Tax Billed</b>	96.77	96.77	193.54
<b>Specials Etc.</b>	0.00	0.00	0.00
<b>Amount Paid</b>	96.77	96.77	193.54
<b>Amount Due</b>	0.00	0.00	0.00
<b>Payment Status</b>	Paid	Paid	
<b>Date Paid</b>	04/22/2021	11/15/2021	

No data available for the following modules: Sales Ratio Building Info, Sales, Comments, Photos, Sketches.

DISCLAIMER: Meade County, SD, provides the GIS information and data as a public service. The online map does not represent a plat or survey. It is for reference only. No liability, either expressed or implied, for the accuracy of the data delineated herein is assumed by Meade County, SD.

Developed by

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[Download this map as a PDF](#)

[View this map in Google Earth](#)

Version 2.3.177

Prepared by:  
Michael V. Wheeler  
DEMERSSEMAN JENSEN  
TELLINGHUISEN & HUFFMAN, LLP  
516 5th Street, PO Box 1820  
Rapid City, SD 57709-1820  
(605) 342-2814

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QUIT CLAIM DEED

James E. Gingras, of 7211 Elk Creek Road, Piedmont, South Dakota 57769, Powles Land Development, LLC, a South Dakota limited liability company, of 7963 Deerview Road, Piedmont, South Dakota 57769, and Diamond Water Company, LLC, as South Dakota limited liability company, of 4255 Fairway Hills Drive #305, Rapid City, South Dakota 57702, Grantors, for and in consideration of One Dollar (\$1.00), and other good and valuable consideration, CONVEYS AND QUIT CLAIMS to City of Summerset, a South Dakota municipal corporation, Grantee, of 7055 Leisure Lane, Summerset, South Dakota 57718, all interest in the following described real estate in the County of Meade County, in the State of South Dakota:

Telluride Park #2 of Sun Valley Estates, City of Summerset, Meade County, South Dakota, as shown on the plat filed in Plat Book 27, Page 41.

SUBJECT to easements, rights-of-way, reservations and Covenants of record.

**EXEMPT FROM TRANSFER FEE PURSUANT TO SDCL 43-4-22(18)**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
James E. Gingras

**{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}**

State of South Dakota            )  
  ) ss.  
County of \_\_\_\_\_)

On this \_\_\_\_ day of \_\_\_\_\_, 2022 before me, the undersigned officer, personally appeared James E. Gingras, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

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

(SEAL)

\_\_\_\_\_  
Notary Public  
My Comm. Expires: \_\_\_\_\_

Dated this \_\_\_\_ day of \_\_\_\_\_, 2022.

POWLES LAND DEVELOPMENT,  
LLC, a South Dakota limited liability  
company

\_\_\_\_\_  
Brandon Powles, Member

State of South Dakota            )  
  ) ss.  
County of \_\_\_\_\_)

On this \_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned officer, personally appeared Brandon Powles, who acknowledged himself to be a Member of Powles Land Development, LLC, a South Dakota limited liability company, and that he, as such Member, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of Powles Land Development, LLC by himself as Member.

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

(SEAL)

\_\_\_\_\_  
Notary Public  
My Comm. Expires: \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

DIAMOND WATER COMPANY, LLC,  
a South Dakota limited liability company

\_\_\_\_\_  
Elizabeth Bryan Rhode, Sole Member

State of South Dakota                    )  
  ) ss.  
County of \_\_\_\_\_                    )

On this \_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned officer, personally appeared Elizabeth Bryan Rhode, who acknowledged herself to be the Sole Member of Diamond Water Company, LLC, a South Dakota limited liability company, and that she, as such Sole Member, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of Diamond Water Company, LLC by herself as Sole Member.

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

(SEAL)

\_\_\_\_\_  
Notary Public  
My Comm. Expires: \_\_\_\_\_

COURTHOUSE USE ONLY	
BOOK PAGE	RATIO CARD

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

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- The buyer/grantee must use a mailing address. It will be used for tax notices.
- The box labeled Owner Occupied is important! – Applies to sales, gifts, estate distributions, and any other transfer to a person (the grantee) who will occupy the property as a principal residence. It will allow the grantee, if eligible, to maintain the classification of owner-occupied on the property and receive the lower property tax rate for the property. If the box is completed, it must be completed by and contain the grantee signature only. In the event of multiple grantees, only one grantee should sign. This box cannot be signed by an agent of the grantee.

**APPLICANT INFORMATION** \* Designates required fields

SELLER(S)/GRANTOR(S) *		PHONE NUMBER *		EMAIL	
James E. Gingras, Powles Land Development, LLC, and Diamond Water Company, LLC					
MAILING ADDRESS *		CITY *		STATE *	
7211 Elk Creed Road		Piedmont		SD	
7963 Deerview Road		Piedmont		SD	
4255 Fairway Hills Drive #305		Rapid City		SD	
BUYER(S)/GRANTEE(S) *		PHONE NUMBER *		EMAIL	
City of Summerset		(605) 718-9858			
MAILING ADDRESS *		CITY *		STATE *	
7055 Leisure Lane		Summerset		SD	
NEW MAILING ADDRESS (if changed)		CITY		STATE	
				ZIP CODE	
LEGAL DESCRIPTION * (copy description from document you are recording or attach an exhibit with the legal description)					
Telluride Park #2 of Sun Valley Estates, City of Summerset, Meade County, South Dakota, as shown on the plat filed in Plat Book 27, Page 41.					

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



DATE OF INSTRUMENT  DATE	TYPE OF INSTRUMENT: CONTRACT FOR DEED ( ) QUIT CLAIM DEED (X) EXECUTOR'S DEED ( ) WARRANTY DEED ( ) MINERAL DEED ( ) TRUSTEE'S DEED ( ) OTHER ( ) – SPECIFY:
DOES THE INSTRUMENT CHANGE WHO IS RESPONSIBLE FOR PAYMENT OF REAL ESTATE TAXES? YES ( X ) NO ( )	

<ul style="list-style-type: none"> <li>WAS THIS PROPERTY OFFERED FOR SALE TO THE GENERAL PUBLIC? YES ( ) NO (x)</li> <li>RELATIONSHIP BETWEEN GRANTEE AND GRANTOR NO (X) YES ( ) STATE RELATIONSHIP: _____</li> <li>WAS THIS PROPERTY SOLD BY: OWNER ( X ) AGENT ( )</li> </ul>	<ul style="list-style-type: none"> <li>ACTUAL CONSIDERATION EXCHANGED \$ _____</li> <li>ADJUSTED PRICE PAID FOR REAL ESTATE \$ _____ (actual consideration less amount paid for major items of personal property as listed below)</li> </ul>
List any major items of personal property and their value which were included in the total purchase price. (i.e. furniture, inventory, crops, leases, franchises):	
IF TRANSACTION WAS A SALE, WAS THE SELLER PAID IN FULL BY OR AT THE TIME OF THE SALE? YES ( ) NO ( )	
<ul style="list-style-type: none"> <li>IF NO, HOW WILL THE SELLER BE PAID THE UNPAID BALANCE? _____ DOWN PAYMENT: \$ _____</li> </ul>	
INTEREST RATE: _____ %	PAYMENT FREQUENCY: _____ MONTHLY ( ) YEARLY ( ) NO. OF PAYMENTS: _____ BALLOON PAYMENT (if any): \$ _____

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

SIGNATURE (Seller, Buyer, or Agent) *	TITLE	DATE*
---------------------------------------	-------	-------

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

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

**DIRECTOR OF EQUALIZATION OFFICE USE ONLY FOR OWNER OCCUPIED SECTION**

GRANTEE OF PROPERTY NAME: \_\_\_\_\_

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

REASON FOR DENIAL	
DIRECTOR OF EQUALIZATION SIGNATURE	DATE



### Summary

Parcel ID 0C.63.PARKT2  
 Property Address  
 Sec/Twp/Rng SUMMERSET  
 Brief Tax Description SUN VALLEY ESTATES TELLURIDE PARK #2  
 (Note: Not to be used on legal documents)  
 Comments .416 AC  
 Class NAD  
 Tax District SUM461  
 Gross Acres 0.00  
 \$/Acre N/A  
 Deed Holder  
 POWLES LAND DEVELOPMENT ETAL  
 GINGRAS, JAMES E  
 PO BOX 9652  
 RAPID CITY SD 57709

### Valuation

	2021	2020
+ NAD	\$10,000	\$10,000
= Total Value	\$10,000	\$10,000

### Tax History

2020	1st Half	2nd Half	Full Year
Due Date	April 30, 2021	October 31, 2021	
Tax Billed	96.77	96.77	193.54
Specials Etc.	0.00	0.00	0.00
Amount Paid	0.00	0.00	0.00
Amount Due	96.77	96.77	193.54
Payment Status	Payment still due	Payment still due	
Date Paid			

No data available for the following modules: Sales Ratio Building Info, Sales, Comments, Photos, Sketches.

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Developed by

Version 2.3.177



# *Coffee with a* **COMMISSIONER**

COME ON DOWN TO THE CITY'S  
POLICE DEPARTMENT FOR A CUP  
OF COFFEE WITH COMMISSIONER  
HIRSCH- THE COMMISSIONER OF  
PUBLIC SAFETY



When: Saturday, September 17th , 2022

Time: 10 am

Where: Summerset Police Department  
7055 Leisure Lane







# City Wide Clean Up

**September 23rd and 24th  
8:00 am to 3:00 pm**

Please be sure to bring a valid ID or Summerset utility bill to show proof of residence.

Tires, refrigerators, air conditioners, water coolers and any appliances that use refrigerants will not be allowed.

Please have any gas and oil out of small engines.