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 Stipned	50.00
LIGHT AND SIREN	Equipment fo 2021 Ford	6,335.05

MACRANDER, MATTHEW	Phone Stipend	50.00
MDU	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 1st thru August 31st, 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 26th, 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 26th, 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 15th, 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 5th 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 17th @ 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: Page: 1:32 pm

City of Summerset BANK: BANKWEST

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
BANKW	EST Chec	ks	·					
25800	09/02/22	Printed			1722	DUCHENEAUX,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 DISTRIC	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	2 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			8000	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	2 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	2 Printed	*		1023	TYLER TECHNOLOGIES, INC	Server Miligation	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

City of Sur	nmerset				BANK:	BANKWEST EFT		Time: Page:	1:32 pm 2
Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description		Amount
BANKW	EST EFT	Checks							
120	09/13/22	2. Printed			1665	CARDMEMBER SERVICES	Credit Card Charges		11,348.57
121	09/13/22	2 Printed			1125	FIRST NATIONAL TRUST AND	SWR SRF Payment		24,975.77
122	09/13/22	2 Printed			1245	SOUTH DAKOTA STATE TREASURER	Sales Tax-August		975.34
123	09/13/22	2 Printed			0128	UNITED STATES TREASURY	Payroll Taxes		17,389.25
					Total Checks:	4 Che	cks Total (excluding void checks):	54,688.93
				То	otal Payments:	4 B	ank Total (excluding void checks	;):	54,688.93
				To	tal Payments:	36 Gr	and Total (excluding void checks	;):	181,766,55

August 2022 Wastewater Department report

Daily Operations

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	

<u>August</u>

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

General Customer Service

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

	Website Management
	Newsletter and Community Updates
	Document and Records Management and Retention
	Licensing, Permitting, Inspections
	Application processing & customer account tracking
Ut	ility Billing Adjustments
	Customer Courtesy Late Fee Removal: our system can do a late fee on an unpaid late fee.
	Customer Courtesy Late Fee Removal: our system can do a late fee on an unpaid late fee. Morton & Angels every month
	Morton & Angels every month
	Morton & Angels every month
	Morton & Angels every month

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. Wieczorek 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. Wieczorek, B. Usera SD Ellsworth Authority Meeting Elevate RC.
- Quarterly review with Golden West.
- Met with D. Brenneman 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 theday 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 it
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.
- **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:

- 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 Summerset Board of Commissioners.

ATTEST:					
Candace S	ealey			Bryce Lutz	
Finance Of				Mayor	
Published:,	2020				
Effective:, 2					
STATE OF S	OUTH	DAKOTA))ss		
COUNTY	OF	MEADE)			

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.

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.

To whom it may concern I am Michelle Ruing I live at 7433 Castlewood Or with my husband Ralando + our two + a half gravaled son alip ". I am witing this letter as a request to consider paing High meadows Road, Our back good bumps up to it the seventer years that we have lived here we have not been able to Kep our undoes open au our slider door going into our back yourd due to the estress amount of dust that blues at our shouse all day long. This started to affect me medically due to some breating issues but in the last year I'm in Stage 5 hidry facher I do paratinal directory at home for to fine times daily so it I get any of the dust / dit in ou home from the road it Can be detramental to my life. as for as the breating issue it makes me sood that I Can't be in our back youd playing with our son all but for short periods of time. I appreciate you consideration of this preject you have any questions people feets call me at 605-484-1312 Descerely

Michelle Kung

Exhibit B: Resident Health Issue

Soph. 7, 2022 To Whom It May Concern, 7395 Casterood Dr. My bockund borders High Meadow Dr. Inhe here for approximately few years The issue is thether du There is so much that the Dush is constant. virtually impossible to ever sit on my back deal Thecara of it. Even cutting the lown is hard because it difficult to breake. I can't even have my windows again because of the Sust, again it makes it Event when it is materal it may only last a day because of the traffic. Something needs to be done to stop this can. I can't den beep the house clean because of the dush that comes in This is a serious health issue. Grone Carter

Exhibit C: Resident Health Issue

CITY OF SUMMERSET

I AM A RESIDENT OF 7397 CASTIENCED DRIVE, MY BACKYARD IS BORDERED BY HIGH MEADOWS ROAD. MY WIFE AND I ARE PETTIRED LAW ENFORCEMENT AND CHOSE SOUTH DAKETA, AND UltiMATELY SUMMERSET TO RESIDE HAVING VISITED IMANY STATES AND CITIES. THE PEOPLE IN THE CEMMUNITY ARE CURITOUS, RESPECTIVE AND VERY FRIENDLY, BASICALLY DOWN HEMZ PEOPLE. HMNGSAND THAT , MANY PEOPLE WHO UTILIZE HASH MEXDOWS ROAD DRIVE OVER THE SPIED LIMIT OMUSING EXCESSIVE DUST DIE TO THE COPPENT PARA (EMITTIONS. HIGH WINDS ALSO CONFIGURE TO THE CAHEALTHY ARE (CHOITERS AS THE DIRT IS DISPLACED ENTO THE MEMHBORHOOD. I AM ASKIND THAT THE CITY HELD MITHME THE EXCESSIVE DUST MIROUGH Speed CHYPIC AND READ EMPROVEMENT. VINTERIO CORNEC

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	Address	Signature	Date
	Name		JAMES GUTHRIE	
1	ames Suther	7391 CASTLEWOOD DR.	The state of the s	8/31/2072
Z		7401Highwesdown Susumaset	1/ 17/	8/31/2022
3	Kelley Crane	7301 High Meddows	100	8/3//2020
4	Shannon Crane	7301 High Meadors /	Ohlege	8/51/2002
5	Sy sanne Reade	7401 High Headow	Suranue Reade	8/3/12022
6	Gerall Space	A 7302 Hegy Man Do	Merul Alexa	8312022
7-	Thomas CRoad	Rooting Mexicos Rul	De Duck	83-25
8	Nancy V. Russell	7200 High Maded Road	Lancy V. Russel	08 31-22
9	SusanGulla	e 739/ Outlewas	Lisuballie	8-3/22
10	Grove Carte	7395 Cartlewood Da	Surrey Hour (a)	5-31-22
11	Ith hiestberg	7393 Castlewood Dr	Insh Watburg	8.3122
15	Kamy Rustey	7393 Castlywood De	Say All Datter	8/3/20
13	Vinder I COTH	7397 CASTEWOOD DZ	Incht go	8/3482
14	Cydia Kamper	7397 Captlewood Dr	y chi	8/3/22

Attachment One Pg 2: Petition Signatures

No.	NAME	ADDRESS	SIGNATURIE	DATE
15	Dens Granthe	The state of the s		8/31/2022
16	MAKE GRIEB	ec745 45 Thomas De	Mark Sinks	8/3//2002
17	Mat Gil	745 Cartalwooder	Wrait	8:31-2022
18	Merc Vento	9515 Ashalu		9/1/20
19	Kelly McIntost	13910 Telluride St	Ver included	9/1/22
20	Millie DeVries	7431 Castlewood	mete Delries	9/2/22
21	Patrickorsin	7390 Castleword	1	9/2/20
22	Jenniler Halamay	7386 Malleward	Equipo Maroay	9/400
23	Amy Olson	7390 Castlewood	Amy Olson	9/2/22
24	MIKO MILLER	7380 CAMEGIAS	rtie	9-2-22
25	Will LINO	7770 Castlewaro	MM	9-2-22
76	Constal LIND	7370 CATTLE 4800	WANZIN	9-2-22
27	Danis Sheup	10298 VorterLane	Doothous	7/2/20
28	LARRY Egussus,	7320 CASTLEMEND DIE.	Jany Syran	25.26
30	Judith Johnson	7375 Cartlewood DR	Justapan	9/2/22
31	Hunger Kan	1971 2000 41	W.	9/3/2)
32	Asha Fred so	7292 Sovembra	Janleyse	8/2/22
and the same of th	Bran Blair	The state of the s	and in	9-2-00
34	Amber Black	7256 Saymond LA	the boundary	7.6.67
35	- horn Park	1050 Salannah Ln	Muly	1.9.9
36	Teresa Painen	1726 SAVANNAH	711968	712/04
37	Cody Schrage	7184 Sognah	8VI	1/2/08
38	Moderan Popula	TRY Suannahin	A 800	9/2//
39	Jason Yeary	7219 Savannoh La	Jann Yeary	91/2-
40	Nicde Peru	1719 Sanjannolly	Micolelerous	0/2/22
41	Lindsey Frim	7204 Savannah La	The state of the s	9/2/01
42	Mike Echart	7204 Savannah La	nih Elen	9-2-22
43	Thur	7455 Castlago & O.	MN	9-2-22
	Lyndsey Haner	1455 Cashwood Or	Maruhan	alela
45	Justin Kepler	7450 CASTLEWED Dr	Ja Role	9/2/22
46	June Repler	7450 Castlewal Dr	Type type	9/2/22
47	John Hoda	7435 Castleway Dr	My Age	9/2/22
48	Jane Hag	PHS (Vastiguella)	Deyn Javy	9pla
49	Kabica By	144B Castleway RR	Rels	9/22/20
50	Jeff Almy	746 Lasternad Dave	pay Ahr	9/22/22

Attachment One Pg 3: Petition Signatures

57 Rock Barrell 7/30 Castlewal 18 Deal 192-20 52 Rolando Ruz 7/33 Castleward Lall 192-20 53 Michael Larz 7433 Castleward Lall 192-30 54 January 1935 Castleward Dr. 192-30 55 September 19435 Castleward Dr. 192-30 56 Schwidt Court 7425 Castleward Dr. 192-30 57 Hendl Michael 1940 Castleward Law Michael 1942-22 58 Earl Michael 7410 Castleward Law Michael 1942-22 58 Earl Michael 7410 Castleward Dr. 1945/1940 60 Uristian lokaca 17355 Castleward Dr. 1945/1940 61 Thea Stephen 736 Castleward Dr. 1945/1940 62 De Anis 1614 7364 Castleward Dr. 1945/1940 64 Destriction 1946 733 Castleward Dr. 1945/1940 65 Dorl Schwing 1957 (Bitleward Dr. 1945/1940) 66 Destriction 1940 (Astleward Dr. 1946) 67 Daniel Edwards 7360 Castleward Dr. 1946/1940 68 Brianne February 1340 Castleward Dr. 1946/1940 68 Brianne February 1340 Castleward Dr. 1946/1940 69 Destriction 1940 (Astleward Dr. 1946/1940) 60 Destriction 1940 (Astleward Dr. 1946/1940) 61 Destriction 1940 (Astleward Dr. 1946/1940) 62 Destriction 1940 (Astleward Dr. 1946/1940) 63 Distriction 1940 (Astleward Dr. 1946/1940) 64 Destriction 1940 (Astleward Dr. 1946/1940) 65 Dorland Country 1940 (Astleward Dr. 1946/1940) 66 Destriction 1940 (Astleward Dr. 1946/1940) 67 Daniel Michael 1940 (Astleward Dr. 1946/1940) 68 Drianne Charles 1940 (Astleward Dr. 1946/1940) 69 Destriction 1940 (Astleward Dr. 1946/1940) 60 Destriction 1940 (Astleward Dr. 1946/1940) 61 The Destriction 1940 (Astleward Dr. 1946/1940) 62 Destriction 1940 (Astleward Dr. 1946/1940) 63 Destriction 1940 (Astleward Dr. 1946/1940) 64 Destriction 1940 (Astleward Dr. 1946/1940) 65 Destriction 1940 (Astleward Dr. 1946/1940) 65 Destriction 1940 (Astleward Dr. 1946/1940) 66 Destriction 1940 (Astleward Dr. 1946/1940) 67 Destriction 1940 (Astleward Dr. 1946/1940) 68 Drianne Charles 1940 (Astleward Dr. 1946/1940) 69 Destriction 1940 (Astleward Dr. 1946/1940) 60 Destriction 1940 (Astleward Dr. 1946/1940) 61 Destriction 1940 (Astleward Dr. 1946/1940) 62 Destriction 1940 (Astleward Dr. 1940 (Astleward Dr. 1940) 63 Destriction 1940 (Astlewar	NAME	ADDRESS	SUNATURE	DATE
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54 Comes Atelisa 7455 Costland Dr. 9732 55 SARAN JASUM P. 1475 Costland Dr. 9722 56 Shiring Earl 7450 Castland Dr. 9722 57 Janell Milingto 7410 Castland Garling Minoty 9-2-22 58 Earl Mility 7410 Castland Pr. 200 Christian Hokara 7400 Castland Dr. 200 Christian Hokara 7400 Castland Dr. 200 Christian Hokara 7500 Castland Dr. 200 Christian Hokara 1750 Castland Dr. 200 Christian Hokara 1750 Castland Dr. 200 Christian Hokara 1750 Castland Dr. 200 Christian Dr. 200 Castland Dr. 200 Christian Dr. 200 Castland Dr.	52 KOLANDO RUIZ	7433 CASHEWOOD	Julelly	9-2-22
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Attachment One Pg 4: Petition Signatures

No	NAME	Anneces	Silvadia	NAT-
	TO	ADDRESS	SIGNATURE	PATE
86	Dail Sound	10245 Willmington Dr	Stay M. Kulogy	9-7-2002
88	Brown or ROLLY	10221 1. Tilling und tou	Wall!	9-7-75
89	Leisa James	60197 Willmington	Land drive	9-1-12
90	Cuino Sorineer	10197 Willmington	Cur Sa	9-7-22
91'	Roxann & Weinm	10197 Willmington	Robinsh tomas	907.00
92	Deralf tolcar	10184 Willingstons 8	Her Delo	9-1-20
93	may Jelan	10184 Willington Ar	mary Jola	9-7-22
94	Nate Brown	10 160 Willmington Dr	glith /	9-7-22
95	Lacey Blown	10/60 Willmingor U 10/36 Willmingor	Langen	91-7/22
96	Donna Hora	U 10/36 Weenington b	R Groger	9-7-22
98	AUST BIOR	10138 Willmington Dr 5718	Syminu	9-7-26
99	Doning Signary	10100 Willmington Or	Aruna linna	2/2/02
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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
09/05/2022	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
09/05/2022	Excise Tax	1	599,59	599.59
		SUBTOTAL TAX		29,926.39 652.86
		TOTAL		\$30,579.25

Accepted By

Accepted Date



Sent 9/2

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



PUBLIC COMPLAINT FORM

**** The follo	owing information <u>n</u>	nust be co	mpleted by the inc	dividual filing t	this complaint ****	
Last Name	Reade		First Name Sid	ney	M.I.	
. Street Address	740) High	Meado	us Rd			
Home Phone	(970) 231-82	48	Cell Phone			
	9-/- 22 on provided on this f Il be considered inva					
Complaint wil						
Nature of this complaint						
		Спеск	all that apply			
Grass / We	eeds		Fence		Permits	
☐ Garbage /	Trash	П	Sanitation / Dumping	J	Burning	
☐ Abandone	ed Vehicle(s)		Noise / Nuisance		Other	
☐ Junk/Tire	?S	. 🗀	Building Code			
☐ Outdoor S	itorage		Zoning Issues			
	Locat	ion of the	above listed viola	tion(s)		
Address		anadas i salam di ilam di manamaning famininga h. di m		and a continue minimum of minimum continues and a state of a state	.,	
Please give a detailed description of these violations	High Meadows 30 Mething to Speed living	has bed Slowf	raffic dow	to the	in the PD do 25 MPH	
·						

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

Submit by Email



Telephone: (605) 718-9858 FAX: (605) 718-9883

Sent a/2

SEP 0 2 2022

PUBLIC COMPLAINT FORM

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

	J		b) are marriada ming	,	
Last Name	Westberg		First Name Trish/Ran	dy	M.I.
. Street Address	7393 Castle	'nh	bood Ar	V	and the second
Home Phone			Cell Phone 970 - 41	'a-	6890
			email rtwestbergo city use only. All fields must be f action will be taken. <u>All forms a</u>	illed	in or this
			of this complaint k all that apply		*
☐ Grass / We	eds		Fence		Permits
☐ Garbage /	Trash		Sanitation / Dumping		Burning
Abandone	d Vehicle(s)	X	Noise / Nuisance	X	Other
☐ Junk/Tire	s		Building Code		
Outdoor St	torage		Zoning Issues		
***************************************	Location of	the	above listed violation(s)		- 23
Address \ \ \ \	tigh Meado	W	s Road		
Please give a detailed description of these violations Char Finank you fo	vehicles that Meadows Rd to Speed, not only Someone is op les over the h rhelping us make the City of Sum	·0 4	(speed) down From Sturg is Rd at a Causing a dust way to get hurt or and hits someoset a place we can all be proud of!	m Ul De No	High ry high 1 but orse when 2 wolking Submit by Email
5P	eed bumps a	do re	ng. High Meads ficial.	إسا	5 Road



Sent	9/0		ne: (605) 718-9858 : (605) 718-9883	R	E.C.	O S		
	PUBLIC (CO	MPLAIN	T FORM	BY	J. S.		
Telephone: (605) 718-9858 FAX: (605) 718-9883 PUBLIC COMPLAINT FORM **** The following information must be completed by the individual filing this complaint **** Last Name CARTER First Name Yuchhe M.I. E								
Last Name	CARTER		First Name	Johhe		M.I. E		
. Street Address	7395 CASTLEWOO	G_{a}	R					
Home Phone	9/0-99/-619/		Cell Phor	ne Same				
Today's Date	8/31/22		email 4 ECAR	ITER @ gahooid	on			
	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								
Grass / Wee	eds		Fence			Permits		
Garbage/	Гrash		Sanitation / Dump	ing		Burning		
Abandone	d Vehicle(s)		Noise / Nuisance		K	Other		
☐ Junk/Tires			Building Code					
Outdoor St	orage		Zoning Issues					
	Location	of the	above listed vio	lation(s)				
	High Measows Rd							
Please give a Road needs to pbe paved to eleminate the constant dust That detailed description of because of speeding constant use. This is a health these hazaro for all residents who live adjacent to said road. violations The little brining? that is done is NOT sofficient.								
Thank you for	helping us make the City of Su	ımmers	set a place we can all l	pe proud of!		Submit by Email		
		RE	CEIVED			300		
		C	= P 0 1 2022					

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 dangered James E. Ging	ay of gras, known to me	, 2022 before me, the undersigned officer, personally or satisfactorily proven to be the person whose name is cknowledged that he executed the same for the purposes therein
IN WITNESS	WHEREOF, I here	eunto set my hand and official seal.
		Natau Dublia
(SEAL)		Notary Public My Comm. Expires:

FORM: PT 56

ARD

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. <u>NOT NEEDED FOR</u>: Divorce Decree, Probate
 Decree, Easement, Transfer on Death Deed, or instruments to the State of South Dakota conveying highway rightof-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) *	PH	ONE NUMBER *	EMAIL	
James E. Gingras			**************************************	
MAILING ADDRESS *		CITY *	STATE *	ZIP CODE *
7211 Elk Creed Road	,	Piedmont	SD	57769
BUYER(S)/GRANTEE(S) *	PH	ONE NUMBER *	EMAIL	
City of Summerset	(60	05) 718-9858		
MAILING ADDRESS *		CITY *	STATE *	ZIP CODE *
7055 Leisure Lane		Summerset	SD	57718
NEW MAILING ADDRESS (if changed)		CITY	STATE	ZIP CODE

LEGAL DESCRIPTION * (copy description from docur	ment	you are recording or atta	ch an exhibit with th	ne legal description)
Telluride Park #1 of Sun Valley Estates, City o	f Su	mmerset, Meade Coun	ty, 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		CONTRACT FOR DEED () QUIT CLAIM DEED (X) EXECUTOR'S DEED ()					
INSTRUMENT	TYPE OF INSTRUMENT:	WARRANTY DEED () MINERAL DEED () TRUSTEE'S DEED ()					
DATE		OTHER () - SPECIFY:					
DOES THE INSTRUMENT CHANGE WHO IS RESPONSIBLE FOR PAYMENT OF REAL ESTATE TAXES? YES (X) NO ()							

FORM: PT 56

 WAS THIS PROPERTY OFFERED FOR SALE TO THE GENERAL PUBLIC? YES () NO (x) RELATIONSHIP BETWEEN GRANTEE AND GRANTOR NO (X) YES () STATE RELATIONSHIP:	\$ • ADJUSTED PRICE \$ (actual consideration le items of personal pro value which were included ises): FULL BY OR AT THE TIME OF T	PAID FOR REAL ESTATE ss amount paid for major operty as listed below) in the total purchase HE SALE? YES() NO()
INTEREST RATE: PAYMENT FREQUENCY:	DOWN PAYMEI	NT: \$ ALLOON PAYMENT (if any):
		\$
SIGNATURE (Seller, Buyer, or Agent) * TI OWNER-OCCUPIED (this box to be completed by one Grant		DATE*
PROPERTY IS CURRENTLY CLASSIFIED AS OWNER-OCCUR		LINTY
	These ite for pro BOVE classif YES () NO () lower p	UNTY oms are important to complete perty to continue to be led as owner occupied for a property tax rate.
I OWN ANOTHER RESIDENTIAL PROPERTY IN THE UNITED	STATES YES () NO ()	F YES CITY STATE
GRANTEE SIGNATURE		DATE
DIRECTOR OF EQUALIZATION OFFICE USE ONLY FOR	R OWNER OCCUPIED SEC	TION
GRANTEE OF PROPERTY NAME:		
THE REQUEST FOR PROPERTY TO BE () APPROVED () DENIED () ACKNOWLEDGE		
REASON FOR DENIAL		
DIRECTOR OF EQUALIZATION SIGNATURE		DATE



Summary

OC.63.PARKT1 Parcel ID

Property Address

Sec/Twp/Rng **SUMMERSET**

Brief Tax Description SUN VALLEY ESTATES TELLURIDE PARK #1

(Note: Not to be used on legal documents)

Comments Class

.339 AC 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
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	96.77	96.77	193.54
Amount Due	0.00	0.00	0.00
Payment Status	Paid	Paid	
Date Paid	04/22/2021	11/15/2021	

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



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, 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)	
personally appeared James E. Gingras, kn	, 2022 before me, the undersigned officer, nown to me or satisfactorily proven to be the person astrument and acknowledged that he executed the same
IN WITNESS WHEREOF, I here	unto 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)	
appeared Brandon Powles, who acknowle Development, LLC, a South Dakota limit	, 2022, before me, the undersigned officer, personally edged himself to be a Member of Powles Land ted liability company, and that he, as such Member, oregoing instrument for the purposes therein contained, relopment, LLC by himself as Member.
IN WITNESS WHEREOF, I here	unto 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)
appeared Elizabeth Bryan Rhode, Water Company, LLC, a South D Member, being authorized to do s contained, by signing the name of	, 2022, before me, the undersigned officer, personally who acknowledged herself to be the Sole Member of Diamond Dakota limited liability company, and that she, as such Sole so, executed the foregoing instrument for the purposes therein f Diamond Water Company, LLC by herself as Sole Member. F, I hereunto set my hand and official seal.
	Notary Public
(SEAL)	My Comm. Expires:

FORM: PT 56

COURTHOUSE USE ONLY			
воок	***************************************	RATIO CARD	
PAGE			
1			

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. <u>NOT NEEDED FOR</u>: Divorce Decree, Probate
 Decree, Easement, Transfer on Death Deed, or instruments to the State of South Dakota conveying highway rightof-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) *	PH	ONE NUMBER *	EMAIL	,
James E. Gingras,				
Powles Land Development, LLC, and			****	
Diamond Water Company, LLC			1	
MAILING ADDRESS *		CITY *	STATE *	ZIP CODE *
7211 Elk Creed Road		Piedmont	SD	57769
7963 Deerview Road		Piedmont	SD	57769
4255 Fairway Hills Drive #305		Rapid City	SD	57702
BUYER(S)/GRANTEE(S) *	PH	ONE NUMBER *	EMAIL	
City of Summerset	(60	5) 718-9858		
MAILING ADDRESS *	1	CITY *	STATE *	ZIP CODE *
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 #2 of Sun Valley Estates, City of Summerset, Meade County, South Dakota, as shown on the plat filed in Plat Book 27, Page 41.

EODM: DT 56

DATE OF	TVDF OF	CONTRACT FOR	DEED () QUIT CLA	M DEED (X) EXECUTOR'S	S DEED ()
INSTRUMENT	TYPE OF INSTRUMENT:	WARRANTY DE	ED () MINERALI	DEED () TRUSTEE'S D	EED ()
DATE		OTHER ()-SPI	ECIFY:		
DOES THE INSTRUME	NT CHANGE WHO IS RE	ESPONSIBLE FOR	PAYMENT OF REAL E	STATE TAXES? YES (X)	NO ()
RELATIONS GRANTOR STATE REL WAS THIS	ROPERTY OFFEREIT (AL PUBLIC? YES ()) HIP BETWEEN GRAIT () ATIONSHIP: PROPERTY SOLD () X) AGENT ()	NO (x)	\$ • ADJUSTED \$ (actual consider	PRICE PAID FOR REA	L ESTATE
price. (i.e. furnit	WAS A SALE, WAS THI	s, leases, franci	FULL BY OR AT THE	ncluded in the total purd) NO()
INTEREST RATE:	PAYMENT FRE	QUENCY:	NO. OF PAYMENTS		IT (if any):
SIGNATURE (Seller,		1	TTLE	OVE INFORMATION IS TRUE AN	ID CORRECT.
I WILL OCCUPY PROPERTY WILL STATED DATE	RRENTLY CLASSIFIED THIS PROPERTY OF BE MY PRINCIPAL RES RESIDENTIAL PROPER	NDATE BIDENCE ON THE A	ABOVE YES() NO()	COUNTY These items are important for property to continue classified as owner occulower property tax rate.	to be
GRANTEE SIGNAT				DATE	
	QUALIZATION OFFIC			ED SECTION	
Tł		ROPERTY TO BI	E CLASSIFIED AS O	WNER OCCUPIED IS: quest will be reviewed	

ĺ	REASON FOR DENIAL		
1			
ŀ	OFFICE OF FOLIAL PARIOU COMATURE	 I DATE	
Į	DIRECTOR OF EQUALIZATION SIGNATURE	DATE	
l			
ı			



Summary

Parcel ID

OC.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 **Tax District** NAD

Gross Acres

SUM461

\$/Acre

0.00 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.





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.