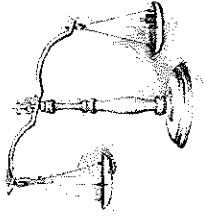


Oath of Office



State of South Dakota))SS.
County of Meade)

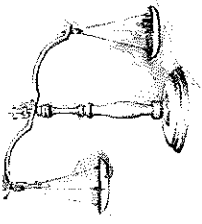
I, Michael Kitzmiller, having been appointed to the Office of City Mayor within and for said City of Summerset, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of South Dakota, and that I will faithfully and impartially, to the best of my knowledge and ability, perform all duties of my said Office of Mayor as provided by law. I am not under direct or indirect obligation to appoint or elect any person to any office, position, or employment under the government of the municipality.

Michael Kitzmiller

Subscribed and sworn to before me this 18th day of April, 2024.

Melanie Torno

Oath of Office



State of South Dakota))SS.
County of Meade)

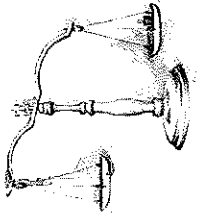
I, Michael J. Osten, having been elected to the Office of City Commissioner within and for said City of Summerset, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of South Dakota, and that I will faithfully and impartially, to the best of my knowledge and ability, perform all duties of my said Office of City Commissioner as provided by law. I am not under direct or indirect obligation to appoint or elect any person to any office, position, or employment under the government of the municipality.

Michael J. Osten

Subscribed and sworn to before me this 18th day of April, 2024.

Michael Kitzmiller, Mayor

Oath of Office



State of South Dakota)
)SS.
County of Meade)

I, Gwenn Markham, having been elected to the Office of City Commissioner within and for said City of Summerset, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of South Dakota, and that I will faithfully and impartially, to the best of my knowledge and ability, perform all duties of my said Office of City Commissioner as provided by law. I am not under direct or indirect obligation to appoint or elect any person to any office, position, or employment under the government of the municipality.

Gwenn Markham

Subscribed and sworn to before me this 18th day of April, 2024.

Michael Kitzmiller, Mayor

**SUMMERSET CITY COMMISSION
REGULAR MEETING
SUMMERSET MUNICIPAL BUILDING
7055 LEISURE LANE
THURSDAY, APRIL 4th, 2024 6:00 P.M.**

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

Mayor Torno led in the Pledge of Allegiance.

Commissioner Butler gave the invocation.

Motion by Hirsch, second by Butler, to approve the agenda for the regular meeting of the Summerset City Commission for April 4th, 2024. Motion carried.

CONSENT CALENDAR

Motion by White, second by Hirsch, to approve the minutes of the regular meeting of March 21st, 2024, as presented or amended. Motion carried.

Motion by Butler, second by Hirsch, to approve the minutes of the local board of equalization meeting of March 18th, 2024, as presented or amended. Motion carried.

APPROVAL OF CLAIMS

Motion by White, second by Hirsch, to approve the claims and hand checks in the amount of \$773,766.47 from March 21st, 2024, through April 3rd, 2024, as presented or amended. Motion carried.

Cardmember Services	856.77
Cardmember Services	12,676.76
A&B Business Solutions	377.41
Ambrose, Jonathan	50.00
Anglin, Mitch	50.00
AT&T Mobility	607.54
Baumeister, Stephany	94.37
Birgen, Nicholin	50.00
Boom Construction Inc.	75.00
Butler, Dave	50.00
Dakota Pump, Inc	1,020.41
Davis, Owen	50.00
Delta Dental	1,037.30
Foothills Fence LLC	31,328.30
Greenapsis	350.00
Health Pool of SD	16,710.20
Hirsch, Clyde	50.00
Kayl, Anthony	50.00
Kitzmiller, Michael	50.00
McLeod's Printing & Office Sup	56.28
Meade County Auditor	3,602.92
Meade County Register of Deeds	90.00
RCS Construction Inc	631,384.03
Regan, Tenessa	400.00
Schieffer, Lisa	50.00
SD FEDERAL PROPERTY AGENCY	202.50
Smith, Jeff	50.00

Torno, Melanie	292.08
WaterTree	235.35
White, Stephanie	50.00
AFLAC Remittance Processing	96.72
SDRS	4,617.60
SDRS	5,763.50
United States Treasury	5,111.28
United States Treasury	9,522.62
United States Treasury	2,227.06
Child Support Payment Center	517.00
SDRS-SUPPLEMENTAL RETIREMENT PLAN (SDSRP)	575.00
Wegner Motors	43,361.00
Meek, James	20.45
Eliason, Todd	7.02

APPROVAL OF PAYROLL – MARCH 2024 – SDCL 6-1-10

Motion by Kitzmiller, second by White, to approve the following payroll. Motion carried.

- Dept. 4000 - \$13,259.40 Wastewater
- Dept. 4110 - \$2,333.32 Commission
- Dept. 4120 - \$1,916.67 Mayor
- Dept. 4140 - \$11,754.71 Finance
- Dept. 4210 - \$36,705.75 Police
- Dept. 4310 - \$13,465.78 Streets
- Dept. 4652 - \$800.00 Planning & Zoning

UTILITY BILLING ADJUSTMENTS

Motion by Hirsch, second by Butler, to approve the utility billing adjustments of \$11.15 for the period March 1 thru March 31, 2024. Motion carried.

COMMISSION REPORTS

Commission gave reports on their monthly happenings.

NORMAN RANCH ZONING HEARING

Hearing will be re-noticed.

THOMAS & JOSEPH NORMAN ZONING HEARING

Hearing will be re-noticed.

BOOM CONSTRUCTION SEPTIC VARIANCE

Planning & Zoning Board recommended do pass to the Board of Commissioners 4-aye/1-nay.

Motion by Butler, second by Hirsch, to approve the septic variance for Boom Construction. Motion carried.

APPROVAL OF MINOR PLAT

Motion by Butler, second by White, to approve resolution 2024-09 minor plat John Zogorski. Motion carried.

FIRST READING – ORDINANCE 2024-02 DESIGNATION OF FLOODPLAIN ADMINISTRATOR ORDINANCE 150.25

Motion by White, second by Hirsch, to approve first reading of Ordinance 2024-02 and to set the second reading of Ordinance 2024-02 for April 18, 2024. Motion carried.

FIRST READING – ORDINANCE 2024-03 ADMINISTRATIVE ORDINANCE 10.28

Motion by Butler, second by White, to approve first reading of Ordinance 2024-03 and to set the second reading of Ordinance 2024-03 for April 18, 2024. Motion carried.

FIRST READING – ORDINANCE 2024-05 COMPLAINTS AND ABATEMENTS 10.31

Motion by Hirsch, second by Butler, to approve first reading of Ordinance 2024-05 and to set the second reading of Ordinance 2024-05 for April 18, 2024. Motion carried.

FIRST READING – ORDINANCE 2024-07 DEFINITIONS 50.01

Motion by White, second by Butler, to approve first reading of Ordinance 2024-07 and to set the second reading of Ordinance 2024-07 for April 18, 2024. Motion carried.

FIRST READING – ORDINANCE 2024-08 PENALTY 91.999

Motion by White, second by Butler, to approve first reading of Ordinance 2024-08 and to set the second reading of Ordinance 2024-08 for April 18, 2024. Motion carried.

FINANCE OFFICER JOB DESCRIPTION

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

City Administrator, Lisa Schieffer, discussed adding HR to the Finance Officer's job description.

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

Motion by White, second by Butler, to approve the updated Finance Officer job description. Motion carried

CASEY PETERSON AUDIT ENGAGEMENT LETTER

Motion by White, second by Hirsch, to approve signing the Casey Peterson audit engagement letter. Motion carried.

ISG-CAPITAL IMPROVEMENT PROJECT PRIORITY LIST

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

ISG has sent out their listing of projects for the Capital Improvement Project Grant for the City of Summerset. The lists are to be reviewed by the Board and priorities set for said projects. Public Works Manager, Anthony Kayl, came before the Board and gave his recommendations of priorities regarding streets/buildings. It was determined that the Board will review the same further and come back with recommendations for ISG at the next regular meeting on the 18th.

No action was taken.

AMENDED RESOLUTION OF FEES

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

Public Works Manager, Anthony Kayl, informed the Board that they would like to contract out abatements, if at all possible, but there are times when that does not happen and Public Works staff must complete the abatement work. The FEMA rate for equipment/labor is updated annually on the site and gives a fair and accurate rate to charge regarding abatements.

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

Motion by White, second by Butler, to amend the Resolution of Fees 2023-13 and adopt the FEMA schedule of equipment rates as the most current listed. Motion carried

AGREEMENT TO UTILIZE COMMUNICATION SERVICES – DISPATCH ANNUAL CONTRACT

Motion by Hirsch, second by Butler, to approve the dispatch annual contract agreement with Meade County to utilize communication services. Motion carried.

APPLICATION AND CERTIFICATE FOR PAYMENT – WWTP EXPANSION

Motion by Butler, second by White, to approve supplication and certificate #13 for payment. Motion carried.

GOLDEN WEST CYBER SECURITY TRAINING

Please make sure all city employees and elected officials participate to get the cyber training needed as this helps with insurance rates/credit.

CITIZENS INPUT

None.

UPCOMING EVENTS:

Municipal Election will be held April 9th, 2024, from 7:00 a.m. to 7:00 p.m. at Summerset City Hall.

ITEMS FROM CITY ATTORNEY

None

ADJOURNMENT

Motion by White, second by Hirsch, to adjourn at 6:52 p.m. Motion carried.

(SEAL)

ATTEST:

Stephany Baumeister
Finance Officer

Melanie Torno
Mayor

Published once _____, 2024 at a cost of \$_____.

**SUMMERSET CITY COMMISSION SPECIAL MEETING
SUMMERSET MUNICIPAL BUILDING
7055 LEISURE LANE
MONDAY, APRIL 15th, 2024 7:30 A.M.**

President Butler called the Special Meeting to order at 7:30 a.m. Commissioner Kitzmiller, and Mayor Torno (via telephone) were present. Absent: Hirsch and White. The City Administrator and City Finance Officer were also present.

President Butler led the Pledge of Allegiance.

President Butler gave the invocation.

Motion by Kitzmiller, second by Torno to approve the agenda for the special meeting of the Summerset City Commission for April 15th, 2023. Motion carried.

CANVASS ELECTION

Motion by Kitzmiller, second by Torno to approve the canvas for the April 9, 2024 Summerset Municipal Election as follows:

Michael Kitzmiller	234
Dolan McComb	129
Rachelle White	165
Michael J. Osten	203
Gwenn Markham	193
Stephanie White	163

ADJOURNMENT

Motion by Kitzmiller, second by Torno to adjourn the meeting at 7:34 a.m.

(SEAL)

ATTEST:

Stephany Baumeister
Finance Officer

Melanie Torno
Mayor

Published once _____ at a cost of \$ _____.



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

Vendor: [0025 - Black Hawk Fire Department](#) Vendor Total: 90.00

2024-02	Invoice	4/18/2024	4/18/2024	4/18/2024	4/18/2024	90.00	0.00	0.00	0.00	90.00
CPR/First Aid Training	BANKW - BANK WEST				No					

Notes: 3 city employee's @ \$30.00ea

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
CPR/First Aid Training	NA	0.00	0.00	90.00	0.00	0.00	0.00	90.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
101-4320-42730	Training Expense		90.00	100.00%

Vendor: [0021 - Black Hawk Water Users District](#) Vendor Total: 36.75

2024-04	Invoice	4/18/2024	4/18/2024	4/18/2024	4/18/2024	36.75	0.00	0.00	0.00	36.75
Montly useage 7055 Leisure Lane	BANKW - BANK WEST				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Utility	NA	0.00	0.00	36.75	0.00	0.00	0.00	36.75

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
101-4192-42800	Utility Expense		36.75	100.00%

Vendor: [1504 - CBH CO-OP](#) Vendor Total: 3,416.69

425060	Invoice	4/18/2024	4/18/2024	4/18/2024	4/18/2024	1,689.35	0.00	0.00	0.00	1,689.35
Gov't Fuel	BANKW - BANK WEST				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Gov't Fuel	NA	0.00	0.00	1,689.35	0.00	0.00	0.00	1,689.35

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
101-4210-42611	Fuel Expense		1,104.44	65.38%
101-4320-42611	Fuel Expense		584.91	34.62%

425109	Invoice	4/18/2024	4/18/2024	4/18/2024	4/18/2024	1,727.34	0.00	0.00	0.00	1,727.34
Gov't Fuel	BANKW - BANK WEST				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Gov't Fuel	NA	0.00	0.00	1,727.34	0.00	0.00	0.00	1,727.34

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
101-4210-42611	Fuel Expense		795.24	46.04%
101-4320-42611	Fuel Expense		932.10	53.96%

Vendor: [0036 - City of Rapid City](#) Vendor Total: 3,924.90

2404001	Invoice	4/18/2024	4/18/2024	4/18/2024	4/18/2024	3,924.90	0.00	0.00	0.00	3,924.90
Solid Waste Disposal	BANKW - BANK WEST				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Solid Waste Disposal	NA	0.00	0.00	3,924.90	0.00	0.00	0.00	3,924.90

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
101-4320-43230	Solid Waste Collection		3,924.90	100.00%

Payable Register

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

Vendor: [1957 - Complete HVAC Service & Installation LLC](#) **Vendor Total: 4,676.70**

10379	Invoice	4/18/2024	4/18/2024	4/18/2024	4/18/2024	4,676.70	0.00	0.00	0.00	4,676.70
WWTP replace electric water heater	BANKW - BANK WEST				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
WWTP replace electric water heater	NA	0.00	0.00	4,676.70	0.00	0.00	0.00	4,676.70

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
604-4000-42500	Repair/Maint Expense		4,676.70	100.00%

Vendor: [0765 - Demersseman Jensen Tellinghuisen & Huffman, LLP](#) **Vendor Total: 2,945.00**

38170	Invoice	4/18/2024	4/18/2024	4/18/2024	4/18/2024	2,945.00	0.00	0.00	0.00	2,945.00
Professional Servies	BANKW - BANK WEST				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Professional Servies	NA	0.00	0.00	2,945.00	0.00	0.00	0.00	2,945.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
101-4141-42200	Prof Fees Expense		2,945.00	100.00%

Vendor: [0246 - Golden West Technologies](#) **Vendor Total: 4,510.98**

423162	Invoice	4/18/2024	4/18/2024	4/18/2024	4/18/2024	559.00	0.00	0.00	0.00	559.00
Microsoft 365 subscriptions	BANKW - BANK WEST				No					

Notes: (13) E3 Subscriptions
(26) E1 Sunscriptions

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Microsoft 365 subscriptions	NA	0.00	0.00	559.00	0.00	0.00	0.00	559.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
101-4192-42201	Dues/Subscriptions		559.00	100.00%

423163	Invoice	4/18/2024	4/18/2024	4/18/2024	4/18/2024	3,411.98	0.00	0.00	0.00	3,411.98
Comprehensive Managed Services	BANKW - BANK WEST				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Comprehensive Managed Services	NA	0.00	0.00	3,411.98	0.00	0.00	0.00	3,411.98

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
101-4192-42201	Dues/Subscriptions		3,411.98	100.00%

423521	Invoice	4/18/2024	4/18/2024	4/18/2024	4/18/2024	540.00	0.00	0.00	0.00	540.00
Computer Configuration	BANKW - BANK WEST				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Computer Configuration	NA	0.00	0.00	540.00	0.00	0.00	0.00	540.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
101-4192-42200	Prof Fees Expense		540.00	100.00%

Vendor: [0544 - Gunderson & Palmer LLP](#) **Vendor Total: 3,155.00**

132066	Invoice	4/18/2024	4/18/2024	4/18/2024	4/18/2024	3,155.00	0.00	0.00	0.00	3,155.00
Legal Fees	BANKW - BANK WEST				No					

Notes: Re: Chad Gollnick, Dakota Cable Solutions and related parties

Payable Register

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description		Bank Code	On Hold							
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Legal Fees	NA		0.00	0.00	3,155.00	0.00	0.00	0.00	3,155.00	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
101-4141-42200	Prof Fees Expense				3,155.00	100.00%				

Vendor: [1899 - Guptill-Cuny, Connie](#) Vendor Total: 225.00

2024-01	Invoice	4/18/2024	4/18/2024	4/18/2024	4/18/2024	225.00	0.00	0.00	0.00	225.00
Election Board		BANKW - BANK WEST			No					

Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Election Board	NA		0.00	0.00	225.00	0.00	0.00	0.00	225.00	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
101-4130-42200	Prof Fees Expense				225.00	100.00%				

Vendor: [1133 - HDR Engineering, Inc](#) Vendor Total: 17,283.00

1200612995	Invoice	4/18/2024	4/18/2024	4/18/2024	4/18/2024	16,355.50	0.00	0.00	0.00	16,355.50
WWTP Expansion		BANKW - BANK WEST			No					

Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
WWTP Expansion	NA		0.00	0.00	16,355.50	0.00	0.00	0.00	16,355.50	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
604-4000-42200	Prof Fees Expense				16,355.50	100.00%				

1200612997	Invoice	4/18/2024	4/18/2024	4/18/2024	4/18/2024	927.50	0.00	0.00	0.00	927.50
Southside Sanitary Prelim		BANKW - BANK WEST			No					

Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Southside Sanitary Prelim	NA		0.00	0.00	927.50	0.00	0.00	0.00	927.50	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
604-4000-42200	Prof Fees Expense				927.50	100.00%				

Vendor: [1969 - ICMA Membership Renewals](#) Vendor Total: 416.50

2024-01	Invoice	4/18/2024	4/18/2024	4/18/2024	4/18/2024	416.50	0.00	0.00	0.00	416.50
L. Schieffer Membership Renewal		BANKW - BANK WEST			No					

Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
L. Schieffer Membership Renewal	NA		0.00	0.00	416.50	0.00	0.00	0.00	416.50	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
101-4140-42201	Dues/Subscriptions				416.50	100.00%				

Vendor: [1897 - Martin, Pamela](#) Vendor Total: 250.00

2024-01	Invoice	4/18/2024	4/18/2024	4/18/2024	4/18/2024	250.00	0.00	0.00	0.00	250.00
Election Superintendent		BANKW - BANK WEST			No					

Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Election Superintendent	NA		0.00	0.00	250.00	0.00	0.00	0.00	250.00	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
101-4130-42200	Prof Fees Expense				250.00	100.00%				

Vendor: [1894 - McComb Services](#) Vendor Total: 1,325.00

Payable Register

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
2305	Invoice	4/18/2024	4/18/2024	4/18/2024	4/18/2024	1,325.00	0.00	0.00	0.00	1,325.00
Contract IT work		BANKW - BANK WEST		No						

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total	
IT Consultant Work	NA	0.00	0.00	1,325.00	0.00	0.00	0.00	1,325.00	
Distributions									
Account Number	Account Name	Project Account Key		Amount	Percent				
101-4192-42200	Prof Fees Expense			1,325.00	100.00%				

Vendor: [1101 - Meade County Auditor](#)

Vendor Total: 1,149.43

2024-04	Invoice	4/18/2024	4/18/2024	4/18/2024	4/18/2024	1,149.43	0.00	0.00	0.00	1,149.43
Dispatch Expenses February 2024		BANKW - BANK WEST		No						

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total	
Dispatch Expenses February 2024	NA	0.00	0.00	1,149.43	0.00	0.00	0.00	1,149.43	
Distributions									
Account Number	Account Name	Project Account Key		Amount	Percent				
101-4210-42820	Dispatch Expense			1,149.43	100.00%				

Vendor: [0515 - Meade County](#)

Vendor Total: 300.00

2024-01	Invoice	4/18/2024	4/18/2024	4/18/2024	4/18/2024	150.00	0.00	0.00	0.00	150.00
6500 Anderson Road Septic inspection		BANKW - BANK WEST		No						

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total	
6500 Anderson Road Septic inspection	NA	0.00	0.00	150.00	0.00	0.00	0.00	150.00	
Distributions									
Account Number	Account Name	Project Account Key		Amount	Percent				
101-4652-42200	Prof Fees Expense			150.00	100.00%				

2024-02	Invoice	4/18/2024	4/18/2024	4/18/2024	4/18/2024	150.00	0.00	0.00	0.00	150.00
9508Walden Lane Septic inspection		BANKW - BANK WEST		No						

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total	
9508Walden Lane Septic inspection	NA	0.00	0.00	150.00	0.00	0.00	0.00	150.00	
Distributions									
Account Number	Account Name	Project Account Key		Amount	Percent				
101-4652-42200	Prof Fees Expense			150.00	100.00%				

Vendor: [1433 - Midcontinent Communications](#)

Vendor Total: 182.67

2024-04	Invoice	4/18/2024	4/18/2024	4/18/2024	4/18/2024	182.67	0.00	0.00	0.00	182.67
WWTP Telephone/Internet		BANKW - BANK WEST		No						

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total	
WWTP Telephone/Internet	NA	0.00	0.00	182.67	0.00	0.00	0.00	182.67	
Distributions									
Account Number	Account Name	Project Account Key		Amount	Percent				
604-4000-42800	Utility Expense			182.67	100.00%				

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

Vendor Total: 182.50

126701	Invoice	4/18/2024	4/18/2024	4/18/2024	4/18/2024	182.50	0.00	0.00	0.00	182.50
March Monthly Testing		BANKW - BANK WEST		No						

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total	
March Monthly Testing	NA	0.00	0.00	182.50	0.00	0.00	0.00	182.50	
Distributions									
Account Number	Account Name	Project Account Key		Amount	Percent				
604-4000-42620	Testing Expense			182.50	100.00%				

Payable Register

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Vendor: 0008 - Rapid City Journal									Vendor Total:	597.46
56492	Invoice	4/18/2024	4/18/2024	4/18/2024	4/18/2024	19.99	0.00	0.00	0.00	19.99
Ordinance 2024-07	BANKW - BANK WEST				No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Ordinance 2024-07	NA		0.00	0.00	19.99	0.00	0.00	0.00	19.99	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
101-4110-42300	Publishing Exp				19.99	100.00%				
64943	Invoice	4/18/2024	4/18/2024	4/18/2024	4/18/2024	53.70	0.00	0.00	0.00	53.70
Notice of Deadline for voter registratio	BANKW - BANK WEST				No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Notice of Deadline for voter registratio	NA		0.00	0.00	53.70	0.00	0.00	0.00	53.70	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
101-4130-42300	Publishing Exp				53.70	100.00%				
65347	Invoice	4/18/2024	4/18/2024	4/18/2024	4/18/2024	37.70	0.00	0.00	0.00	37.70
Public Hearing Notice	BANKW - BANK WEST				No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Public Hearing Notice	NA		0.00	0.00	37.70	0.00	0.00	0.00	37.70	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
101-4652-42300	Publishing Exp				37.70	100.00%				
65349	Invoice	4/18/2024	4/18/2024	4/18/2024	4/18/2024	40.56	0.00	0.00	0.00	40.56
Notice of Hearing	BANKW - BANK WEST				No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Notice of Hearing	NA		0.00	0.00	40.56	0.00	0.00	0.00	40.56	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
101-4652-42300	Publishing Exp				40.56	100.00%				
65394	Invoice	4/18/2024	4/18/2024	4/18/2024	4/18/2024	19.99	0.00	0.00	0.00	19.99
Ordinance 2024-01	BANKW - BANK WEST				No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Ordinance 2024-01	NA		0.00	0.00	19.99	0.00	0.00	0.00	19.99	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
101-4110-42300	Publishing Exp				19.99	100.00%				
65395	Invoice	4/18/2024	4/18/2024	4/18/2024	4/18/2024	29.70	0.00	0.00	0.00	29.70
Notice - Variance	BANKW - BANK WEST				No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Notice - Variance	NA		0.00	0.00	29.70	0.00	0.00	0.00	29.70	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
101-4652-42300	Publishing Exp				29.70	100.00%				
65422	Invoice	4/18/2024	4/18/2024	4/18/2024	4/18/2024	16.56	0.00	0.00	0.00	16.56
Notice of Local review board	BANKW - BANK WEST				No					

Payable Register

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
					On Hold					
Payable Description										
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Notice of Local review board	NA		0.00	0.00	16.56	0.00	0.00	0.00	16.56	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
101-4110-42300	Publishing Exp				16.56	100.00%				
65486	Invoice	4/18/2024	4/18/2024	4/18/2024	4/18/2024	21.13	0.00	0.00	0.00	21.13
Ordinance 2024-02	BANKW - BANK WEST					No				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Ordinance 2024-02	NA		0.00	0.00	21.13	0.00	0.00	0.00	21.13	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
101-4110-42300	Publishing Exp				21.13	100.00%				
65487	Invoice	4/18/2024	4/18/2024	4/18/2024	4/18/2024	19.99	0.00	0.00	0.00	19.99
Ordinance 2024-03	BANKW - BANK WEST					No				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Ordinance 2024-03	NA		0.00	0.00	19.99	0.00	0.00	0.00	19.99	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
101-4110-42300	Publishing Exp				19.99	100.00%				
65488	Invoice	4/18/2024	4/18/2024	4/18/2024	4/18/2024	20.56	0.00	0.00	0.00	20.56
Ordinance 2024-04	BANKW - BANK WEST					No				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Ordinance 2024-04	NA		0.00	0.00	20.56	0.00	0.00	0.00	20.56	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
101-4110-42300	Publishing Exp				20.56	100.00%				
65490	Invoice	4/18/2024	4/18/2024	4/18/2024	4/18/2024	20.56	0.00	0.00	0.00	20.56
Ordinance 2024-05	BANKW - BANK WEST					No				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Ordinance 2024-05	NA		0.00	0.00	20.56	0.00	0.00	0.00	20.56	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
101-4110-42300	Publishing Exp				20.56	100.00%				
65491	Invoice	4/18/2024	4/18/2024	4/18/2024	4/18/2024	19.99	0.00	0.00	0.00	19.99
Ordinance 2024-06	BANKW - BANK WEST					No				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Ordinance 2024-06	NA		0.00	0.00	19.99	0.00	0.00	0.00	19.99	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
101-4110-42300	Publishing Exp				19.99	100.00%				
65493	Invoice	4/18/2024	4/18/2024	4/18/2024	4/18/2024	19.42	0.00	0.00	0.00	19.42
Ordinance 2024-08	BANKW - BANK WEST					No				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Ordinance 2024-08	NA		0.00	0.00	19.42	0.00	0.00	0.00	19.42	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
101-4110-42300	Publishing Exp				19.42	100.00%				

Payable Register

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
65564	Invoice	4/18/2024	4/18/2024	4/18/2024	4/18/2024	33.13	0.00	0.00	0.00	33.13
P&Z Minutes for 03.12.2024 Mtg		BANKW - BANK WEST		No						

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
P&Z Minutes for 03.12.2024 Mtg	NA	0.00	0.00	33.13	0.00	0.00	0.00	33.13

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
101-4652-42300	Publishing Exp		33.13	100.00%

65703	Invoice	4/18/2024	4/18/2024	4/18/2024	4/18/2024	224.48	0.00	0.00	0.00	224.48
03.07.2024 Commission Minutes		BANKW - BANK WEST		No						

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
03.07.2024 Commission Minutes	NA	0.00	0.00	224.48	0.00	0.00	0.00	224.48

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
101-4110-42300	Publishing Exp		224.48	100.00%

Vendor: [1898 - Rasmussen, Pat](#) Vendor Total: 225.00

2024-01	Invoice	4/18/2024	4/18/2024	4/18/2024	4/18/2024	225.00	0.00	0.00	0.00	225.00
Election Board		BANKW - BANK WEST		No						

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Election Board	NA	0.00	0.00	225.00	0.00	0.00	0.00	225.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
101-4130-42200	Prof Fees Expense		225.00	100.00%

Vendor: [1291 - RCS Construction Inc](#) Vendor Total: 1,000.00

refund 2024-01	Invoice	4/18/2024	4/18/2024	4/18/2024	4/18/2024	1,000.00	0.00	0.00	0.00	1,000.00
Erosion Control Deposit Refund		BANKW - BANK WEST		No						

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Erosion Control Deposit Refund	NA	0.00	0.00	1,000.00	0.00	0.00	0.00	1,000.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
101-0000-32060	Erosion Control Deposit Fee		1,000.00	100.00%

Vendor: [0018 - SD One Call](#) Vendor Total: 35.70

SD24-00691	Invoice	4/18/2024	4/18/2024	4/18/2024	4/18/2024	35.70	0.00	0.00	0.00	35.70
34 Notifications for March 2024		BANKW - BANK WEST		No						

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
34 Notifications for March 2024	NA	0.00	0.00	35.70	0.00	0.00	0.00	35.70

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
101-4232-42900	Other Expense		35.70	100.00%

Vendor: [1245 - SD State Treasurer](#) Vendor Total: 967.77

2024-04	Invoice	4/18/2024	4/18/2024	4/18/2024	4/18/2024	967.77	0.00	0.00	0.00	967.77
Sales Tax collected March 2024		BANKEFT - BANK WEST EFT		No		Payment Date: 4/18/2024		Bank Draft: DFT0000127		

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Sales Tax collected March 2024	NA	0.00	0.00	967.77	0.00	0.00	0.00	967.77

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
101-0000-21700	Sales Tax Payable		967.77	100.00%

Payable Register

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

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

0897032	Invoice	4/18/2024	4/18/2024	4/18/2024	4/18/2024	184.26	0.00	0.00	0.00	184.26
Monthly Serives	BANKW - BANK WEST				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Monthly Serives	NA	0.00	0.00	184.26	0.00	0.00	0.00	184.26

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
101-4192-42200	Prof Fees Expense		184.26	100.00%

Vendor: [1164 - Simon Contractors](#) **Vendor Total: 60,356.79**

2023-03	Invoice	4/18/2024	4/18/2024	4/18/2024	4/18/2024	60,356.79	0.00	0.00	0.00	60,356.79
Astoria Court/Lane drain & Road maint.	BANKW - BANK WEST				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Astoria Court/Lane drain & Road maint.	NA	0.00	0.00	60,356.79	0.00	0.00	0.00	60,356.79

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
101-4310-42500	Repair/Maint Expense		60,356.79	100.00%

Vendor: [1023 - Tyler Technologies](#) **Vendor Total: 302.50**

025-460026	Invoice	4/18/2024	4/18/2024	4/18/2024	4/18/2024	302.50	0.00	0.00	0.00	302.50
UB CC Site and Auto	BANKW - BANK WEST				No					

Items

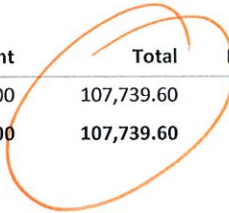
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
UB CC Site and Auto	NA	0.00	0.00	302.50	0.00	0.00	0.00	302.50

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
604-4000-42920	Tyler Technologies Tranaction Fees		302.50	100.00%

Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	44	107,739.60	0.00	0.00	0.00	107,739.60	967.77	106,771.83
Grand Total:		107,739.60	0.00	0.00	0.00	107,739.60	967.77	106,771.83



Account Summary

<u>Account</u>	<u>Name</u>	<u>Amount</u>
101-0000-21700	Sales Tax Payable	967.77
101-0000-32060	Erosion Control Deposit Fee	1,000.00
101-4110-42300	Publishing Exp	402.67
101-4130-42200	Prof Fees Expense	700.00
101-4130-42300	Publishing Exp	53.70
101-4140-42201	Dues/Subscriptions	416.50
101-4141-42200	Prof Fees Expense	6,100.00
101-4192-42200	Prof Fees Expense	2,049.26
101-4192-42201	Dues/Subscriptions	3,970.98
101-4192-42800	Utility Expense	36.75
101-4210-42611	Fuel Expense	1,899.68
101-4210-42820	Dispatch Expense	1,149.43
101-4232-42900	Other Expense	35.70
101-4310-42500	Repair/Maint Expense	60,356.79
101-4320-42611	Fuel Expense	1,517.01
101-4320-42730	Training Expense	90.00
101-4320-43230	Solid Waste Collection	3,924.90
101-4652-42200	Prof Fees Expense	300.00
101-4652-42300	Publishing Exp	141.09
Total:		85,112.23

<u>Account</u>	<u>Name</u>	<u>Amount</u>
604-4000-42200	Prof Fees Expense	17,283.00
604-4000-42500	Repair/Maint Expense	4,676.70
604-4000-42620	Testing Expense	182.50
604-4000-42800	Utility Expense	182.67
604-4000-42920	Tyler Technologies Tranaction Fees	302.50
Total:		22,627.37

March 2024 Finance Department

MEETINGS/TRAININGS ATTENDED

- Attended one (1) Commission Meetings
- Attended one (1) Board of Equalization Meeting
- Attended Dist 10 Meeting in Belle Fourche
- Attended remaining Election Webinars put on by SDML
- Multiple meetings with Commissioner White

MISC

- Prepared and submitted SRO invoice to Meade School Distract
- Emailed Commission meeting minutes to Rapid City Journal to publish
- Published Commission meeting minutes on website
- Ordered office supplies
- Notary services for residents of Summerset
- Licensing, Permitting, Inspection upload to one drive
- Door locks not working – restarted system, we do this at least 2-3 times per month
- Petition verification
- Preparing items for April election
- Absentee voting

Payroll, Accounts Payable & Utility Billing

Payroll

- Payroll processing, benefit's deduction review, process human resource updates for payroll, Filed corresponding reports for payroll and Processed ACH payments
 - 941 filed electronically
 - SDRS filed electronically
 - SD Health Pool, Aflac, Delta Dental
 - Quarterly State unemployment
- Input new hire information into ERP Pro 10

Accounts Payable

- Prepared and submitted South Dakota Sales Tax
- Invoice processing, process checks for corresponding invoices to be paid and mailed out.
- Journal entries in GL
- Bank reconciliation
- Credit Card statement reconciliation

Utility Billing

- Daily
 - Post payments in Cashiering, process online credit card payments, reconcile payments to report, print reports and wrap up your work so that all payments post to the individual accounts.
 - Deposit checks with BankWest scanner
 - Take cash deposits to bank
 - Process new resident applications
 - Process residents move out paperwork, process deposit refunds
 - General customer service
 - Adjustments to resident accounts
- Monthly
 - Post penalties to past due accounts
 - Process and mail out utility bills
 - Process ACH collection

MARCH 2024 CITY ADMINISTRATOR REPORT

ECONOMIC DEVELOPMENT

- Visited with S. White on economic development items.
- Visited with business owner that would like to come over to the City of Summerset limits.
- Visited with A. Anglin – she had finished the work regarding the Quest Site Selection Committee.

GRANTS

- A. Kayl and I went and took pictures for the Hazard Mitigation Grant for two (2) generators.
- A. Anglin worked on a new grant that will be run through the City from the BH Region for training purposes.
- A. Kayl and I went over items needed for the Hazard Mitigation Grant for trenching and electrical.
- Received word we were denied the Tripod Safety Grant.
- J. Ambrose worked to get generator numbers to me for the Grant.

PLANNING & ZONING/BUILDING

- Visited with T. Morris on Norman Ranch property.
- Drafted variance notices on Boom Construction.
- Visited with T. Vig from Meade County on 3-mile jurisdiction on Zogorski.
- Visited with T. Vig from Meade County regarding the plat on Colasardo that was completed a few months ago.
- Reviewed lighting plan from T. Clark on the JRs BBQ. Waiting on stamped plans for building per ordinance.
- Set up a training session for Planning and Zoning Members to go through all types of platting, variances, conditional uses, etc.
- Visited with J. Hanson regarding setbacks on his commercial property in a cul de sac.
- Attended the Exit 48 zoom meeting.
- Received J. Zogorski minor plat, sent it onto the engineer HDR.
- Visited with M. Martin regarding upcoming Planning and Zoning matters.
- S. Baumeister, N. Birgen and I discussed a residential building permit on variances, septic and water.
- Sent reminder to T. Norman regarding zoning. Will need to re-publish notice.
- Sent reminder to Norman Ranch regarding zoning. Will need to re-publish notice.
- Received Septic Permit from Boom Construction.
- Visited with M. Torno regarding Exit 46.
- Visited with L. Shagla on completing the NOI with the South Dakota DANR.
- Visited with S. Crittenden on platting and annexation.
- Visited with L. Kaski on platted and then unplatted lot in 3-mile jurisdiction.
- Sent review to J. Zogorski on minor plat. Asked surveyor for additional information on utilities.
- Visited with M. Kingsbury on Norman Ranch, TIF public meeting and Planning & Zoning.
- Visited with D. Hirsch on upcoming Planning and Zoning matters.

*See next page

MISC.

- Worked on project plan timeline with S. White on legislative audit report.
- Sent out election information on signs and disclaimers.
- Visited with M. Torno on upcoming agenda matters.
- Drafted eight notices for upcoming ordinances.
- Visited with M. Wheeler about drafting a letter of support for Amtrack.
- Answered citizen questions on when yard waste containers will be put out.
- Visited with A. Odegard on malt beverage licensing.
- Visited with C. Swenby on equalization paperwork from the County.
- Sent C. Hirsch templates for Commission Report.
- Visited with M. Wheeler on Water Warriors and upcoming ordinances.
- Met with S. Baumeister and S. White to go over agenda items.
- Answered calls from citizens of when local boards of equalization were going to be.
- Sent notice to paper on local boards.
- Drafted letter to be sent to the schools for local boards. S. Baumeister sent to each school district.
- Visited with Department Head regarding functions in the job description.
- Visited with M. Wheeler regarding property for sale.
- A. Kayl and I went over the Emergency Management FEMA class and any incidentals regarding the same.
- Visited with T. Wieczorek regarding legal case. Signed off on Affidavit.
- Visited with R. Nasser regarding potential lawsuit and paperwork involved for SA Office.
- Helped a citizen with election questions, date, absentee voting, hours of election.
- Visited with T. Morris on TIF educational training and setting a date.
- Visited with A. Kayl and L. Shagla regarding IDCM and the use of solar lights.
- Visited with M. Torno and A. Kayl regarding Glenwood extension and SDDOT.
- Visited with Y. Carter regarding assessment freeze and appealing her valuation.
- Worked on updating the IDCM for Summerset.
- Followed up on website and to go live with D. McComb and O. Davis.
- Visited with A. Kayl on street light claim that was turned into insurance.
- Ordered election supplies.
- Zoom meeting with South Dakota Health Pool – Wellness Board.
- Meeting with D. McComb and O. Davis to go live with web page.
- J. Weldon Senior Advisor of City Managers called to get caught up on Summerset happenings.
- Visited with new resident, welcomed them to Summerset and had them get together with Nicky to get signed up for sewer/garbage.
- Worked on equalization minutes to get sent to Meade County.

- Worked on updating SAMS for Police Department.
- Completed cyber security mini trainings.
- Visited with J. Sietsema on laws regarding sanitation and road districts.
- Contacted Gen Pro on sizing of concrete pads.
- Visited with P. Olsen regarding matters with the County.
- Attended the TIF public meeting put on by T. Morris/ Colliers.
- Received a complaint regarding snow plowing. Sent the same to Public Works.



SUMMERSET POLICE DEPARTMENT

Monthly Report-March 2024

Calls for service

- 404

Court appearances

- Officer Siferd
- Officer Jonas
- Officer Geigle
- Chief Nasser

Training

- Officer Siferd/ Officer Holt Defensive Driving Training
- Officer Holt Use of Force Training
- Investigator Regan State Handgun Qualification
- Departmentwide Domestic Violence Training
- Nasser CODIS DNA Training
- Nasser DNA Collection Sex Offenders

Grants

Homeland Security Grant: Awarded \$24,423 for Portable/ Mobile Radio Upgrades

Special Events

Daily

- Regular meetings with Commissioner Hirsch
- Covering patrol shifts and responded to calls for service
- Evidence.com management
- Managed LEOS
- Policy updates
- Submitted traffic safety report for highway safety grant
- Submitted reimbursement requests for highway safety grant
- Meeting with Dispatch supervisor
- Meeting regarding ordinances
- Onboarded new employee
- Meeting with State's Attorney
- Commission meeting
- Meetings with citizens
- NIBRS submissions
- Updates to Community Camera Registry Program
- NCIC validations

- Radio Gauntlet meeting
- Central Square Suite Upgrade
- VPN Upgrades
- Meeting with Sontech
- Traveled to Pierre to take possession of patrol vehicle
- Brother printer repairs
- Initiated Flock Safety/ Axon Integration

MARCH

Sanitation

Hauled Solid Waste, Recycling, Cardboard. Repaired/cleaned/ and delivered cans as needed. Serviced and cleaned solid waste equipment. Received new truck into service. Took truck in for warranty work. Trouble shot packer issues on Mack. Spoke with multiple people about yard waste containers.

Public works

Attended council meeting. Performed maintenance on public works equipment. Had numerous conversations with the Public Works Commissioner, City Staff. Plowed snow. Sanded city hall. Met with Black hills Power on various projects/ questions concerning grants and possible projects. Conducted pre construction meeting for Astoria Court and Astoria lane/ Cambridge court intersection. Repaired PW equipment. Worked on street lights.

Code enforcement

Investigated 11 possible violations.

Parks

Cleared snow off of sidewalks, plowed parking lot. Prepped mowers for season, including warranty work on two mowers.

Miscellaneous

Met with property owner and the DOT about flooding issues. Assisted City administrator on grant work for lift station generators. Assisted contractor on installing gate operator at the WWTP. Applied for FEMA training, and was accepted.

March Wastewater Department report

Daily Operations

3-5 Filed DRM with SDDANR
3-6 Construction meeting with RCS and HDR
3-6 Discussed generator grant with Lisa.
3-8 Helped Street dept. plug drain in Sun Valley Lift Station dry well.
3-11 Off loaded MCCs for Plant expansion.
3-14 Worked on getting information for generator grant.
3-15 Shut down plant power for Muth to attach new MCC.
3-18 Main Lift pump #1 plugged. DPI pulled pump unplugged and reinstalled.
3-20 Construction meeting with Muth and HDR.
3-21 Received settlement check from Water Warriors
3-21 Met with Renner concerning Norman Ranch development.
3-21 Attended Commission meeting.
Responded to 23 requests for utility locations.
Treated 5.1 million gallons of wastewater with an average of 170 thousand gallons per day

Special Projects

Misc



ECONOMIC DEVELOPMENT CORP.

Community Snapshot

April 18, 2024

S U M M E R S E T

Population



2,950

2022 Estimates; US census Bureau

Businesses

85



Employment Rate

72.3%

US census Bureau

Sales Tax



.12%



2023 Taxable Sales

\$45,017,200

Source: City of Summerset

Education



40.5%

Bachelors Degree or Higher

US census Bureau

Housing Units

1271



US census Bureau

Median Household Income

\$98,194

Top Age Distribution

30-39



Average Family Size

3.21

US census Bureau

Community

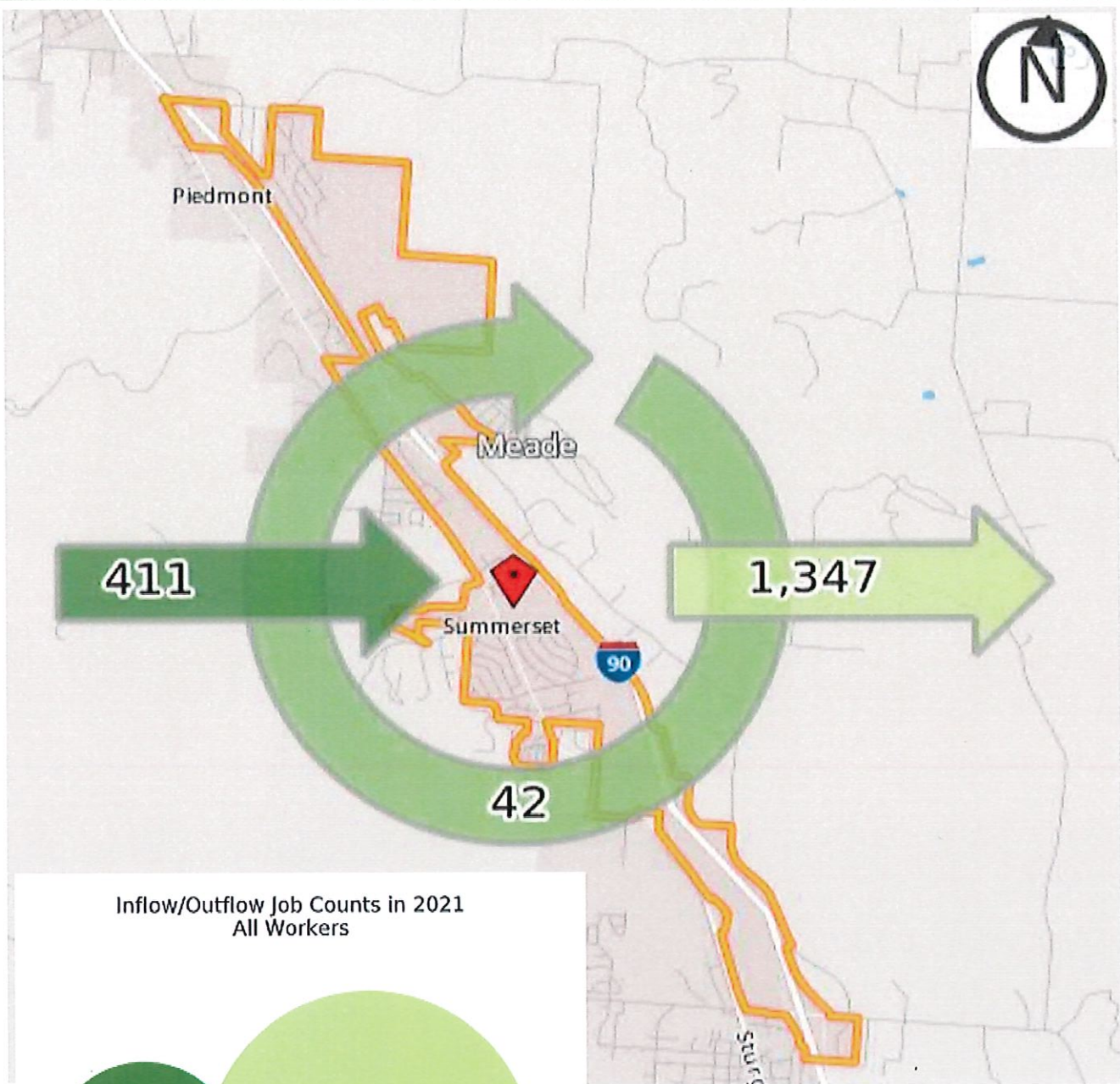
Taxable Value

\$380,167,366

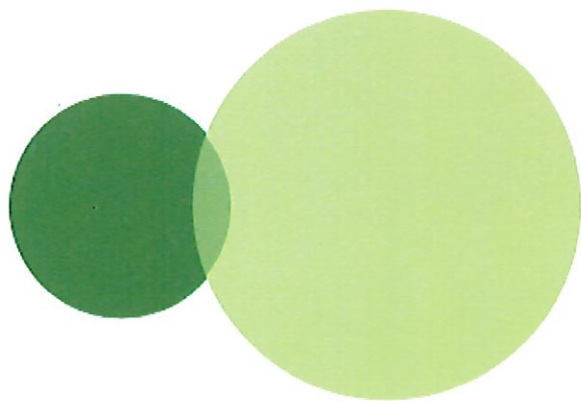


Source: Meade County DOE

Workforce Movement



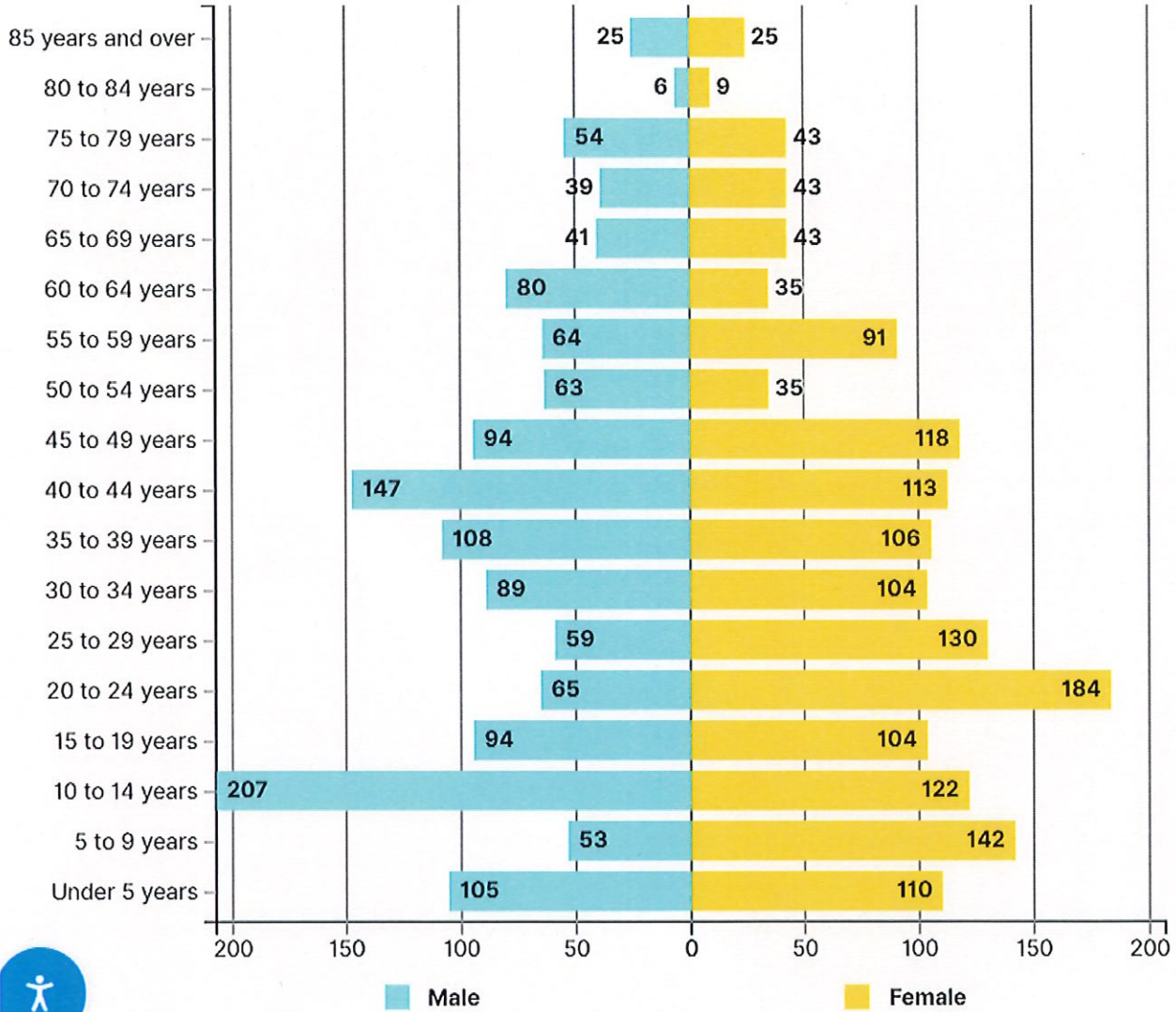
Inflow/Outflow Job Counts in 2021
All Workers



- 411 - Employed in Selection Area, Live Outside
- 1,347 - Live In Selection Area, Employed Outside
- 42 - Employed and Live In Selection Area

Population Pyramid

Summerset city, South Dakota



MISSION

Sturgis Economic Development Corp (SEDC) actively pursues economic development by assisting expanding or new business, industry and housing in Sturgis and Meade County



VISION

Sturgis Economic Development Corp (SEDC) will be the catalyst and collaborative leader in the responsible development of Sturgis and Meade County as the premier center for business and industry.

We will accomplish this by:

- Recognizing, encouraging, and assisting the growth of our existing business base and entrepreneur start-ups;
- Successfully attracting new job opportunities;
- Systematic development of housing, infrastructure, sites and buildings;
- Adopting a regional planning perspective to the greatest extent possible.

On behalf of the SEDC Board of Directors,

Thank you

for your continued support of economic development!



PO Box 218
2885 Dickson Drive
Sturgis, SD 57785
605-347-4906
Amanda@sturgisdevelopment.com
Brenna@sturgisdevelopment.com
www.sturgisdevelopment.com

City of Summerset 2024
Grade & Step Scale

CPI 3.00%

GRADE	Minimum Step																				Maximum Step
	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	
1	23,866.01	24,483.15	25,095.23	25,095.23	25,722.61	25,722.61	26,365.68	26,365.68	27,024.82	27,024.82	27,700.44	27,700.44	27,700.44	28,392.95	28,392.95	28,392.95	29,102.77	29,102.77	29,102.77	29,830.35	
2	25,095.23	25,722.61	26,365.68	26,365.68	27,024.82	27,024.82	27,700.44	27,700.44	28,392.95	28,392.95	29,102.77	29,102.77	29,102.77	29,830.35	29,830.35	29,830.35	30,576.11	30,576.11	30,576.11	31,340.51	
3	26,365.68	27,024.82	27,700.44	27,700.44	28,392.95	28,392.95	29,102.77	29,102.77	29,830.35	29,830.35	30,576.11	30,576.11	30,576.11	31,340.51	31,340.51	31,340.51	32,124.02	32,124.02	32,124.02	32,927.12	
4	27,700.44	28,392.95	29,102.77	29,102.77	29,830.35	29,830.35	30,576.11	30,576.11	31,340.51	31,340.51	32,124.02	32,124.02	32,124.02	32,927.12	32,927.12	32,927.12	33,750.30	33,750.30	33,750.30	34,594.05	
5	29,102.77	29,830.35	30,576.11	30,576.11	31,340.51	31,340.51	32,124.02	32,124.02	32,927.12	32,927.12	33,750.30	33,750.30	33,750.30	34,594.05	34,594.05	34,594.05	35,458.90	35,458.90	35,458.90	36,345.38	
6	30,576.11	31,340.51	32,124.02	32,124.02	32,927.12	32,927.12	33,750.30	33,750.30	34,594.05	34,594.05	35,458.90	35,458.90	35,458.90	36,345.38	36,345.38	36,345.38	37,254.02	37,254.02	37,254.02	38,185.37	
7	32,124.02	32,927.12	33,750.30	33,750.30	34,594.05	34,594.05	35,458.90	35,458.90	36,345.38	36,345.38	37,254.02	37,254.02	37,254.02	38,185.37	38,185.37	38,185.37	39,140.00	39,140.00	39,140.00	40,118.50	
8	33,750.30	34,594.05	35,458.90	35,458.90	36,345.38	36,345.38	37,254.02	37,254.02	38,185.37	38,185.37	39,140.00	39,140.00	39,140.00	40,118.50	40,118.50	40,118.50	41,121.46	41,121.46	41,121.46	42,149.50	
9	35,458.90	36,345.38	37,254.02	37,254.02	38,185.37	38,185.37	39,140.00	39,140.00	40,118.50	40,118.50	41,121.46	41,121.46	41,121.46	42,149.50	42,149.50	42,149.50	43,203.24	43,203.24	43,203.24	44,283.32	
10	37,254.02	38,185.37	39,140.00	39,140.00	40,118.50	40,118.50	41,121.46	41,121.46	42,149.50	42,149.50	43,203.24	43,203.24	43,203.24	44,283.32	44,283.32	44,283.32	45,390.40	45,390.40	45,390.40	46,525.16	
11	39,140.00	40,118.50	41,121.46	41,121.46	42,149.50	42,149.50	43,203.24	43,203.24	44,283.32	44,283.32	45,390.40	45,390.40	45,390.40	46,525.16	46,525.16	46,525.16	47,688.29	47,688.29	47,688.29	48,880.49	
12	41,121.46	42,149.50	43,203.24	43,203.24	44,283.32	44,283.32	45,390.40	45,390.40	46,525.16	46,525.16	47,688.29	47,688.29	47,688.29	48,880.49	48,880.49	48,880.49	50,102.51	50,102.51	50,102.51	51,355.07	
13	43,203.24	44,283.32	45,390.40	45,390.40	46,525.16	46,525.16	47,688.29	47,688.29	48,880.49	48,880.49	50,102.51	50,102.51	50,102.51	51,355.07	51,355.07	51,355.07	52,638.95	52,638.95	52,638.95	53,954.92	
14	45,390.40	46,525.16	47,688.29	47,688.29	48,880.49	48,880.49	50,102.51	50,102.51	51,355.07	51,355.07	52,638.95	52,638.95	52,638.95	53,954.92	53,954.92	53,954.92	55,303.80	55,303.80	55,303.80	56,686.39	
15	47,688.29	48,880.49	50,102.51	50,102.51	51,355.07	51,355.07	52,638.95	52,638.95	53,954.92	53,954.92	55,303.80	55,303.80	55,303.80	56,686.39	56,686.39	56,686.39	58,103.55	58,103.55	58,103.55	59,556.13	
16	50,102.51	51,355.07	52,638.95	52,638.95	53,954.92	53,954.92	55,303.80	55,303.80	56,686.39	56,686.39	58,103.55	58,103.55	58,103.55	59,556.13	59,556.13	59,556.13	61,045.04	61,045.04	61,045.04	62,571.17	
17	52,638.95	53,954.92	55,303.80	55,303.80	56,686.39	56,686.39	58,103.55	58,103.55	59,556.13	59,556.13	61,045.04	61,045.04	61,045.04	62,571.17	62,571.17	62,571.17	64,135.44	64,135.44	64,135.44	65,738.83	
18	55,303.80	56,686.39	58,103.55	58,103.55	59,556.13	59,556.13	61,045.04	61,045.04	62,571.17	62,571.17	64,135.44	64,135.44	64,135.44	65,738.83	65,738.83	65,738.83	67,382.30	67,382.30	67,382.30	69,066.87	

COMMUNITY PLANNING & DEVELOPMENT SERVICES

City of Summerset

12150 Siouxland Dr., Summerset, SD 57718

Phone: (605) 718-9858

Fax: (605) 718-9883

Web: www.summerset.us

APPLICATION FOR DEVELOPMENT REVIEW

REQUEST (please check all that apply)

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

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

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

LEGAL DESCRIPTION (Attach additional sheets as necessary)

EXISTING		
PINE HILLS SUBD TRACT 1B		
PROPOSED		
LOCATION WALDAN LN		
Size of Site—Acres 2.043	Square Footage	Proposed Zoning N/A
DESCRIPTION OF REQUEST: Exception to Ordinance 155.256 (B)(1) Drainage and Surfacing		Utilities: <u>Private</u> / Public
HARDSHIP: Access through road district with existing gravel road.		Water
		Sewer

APPLICANT

Name BOOM CONSTRUCTION, INC. Phone 605-381-5707
 Address 22370 152ND PLACE E-mail DAENE@BOOMINC.NET
 City, State, Zip BOX ELDER, SD 57719

PROJECT PLANNER - AGENT

Name _____ Phone _____
 Address _____ E-mail _____
 City, State, Zip _____

OWNER OF RECORD (If different from applicant)

Name _____ Phone _____
 Address _____ E-mail _____
 City, State, Zip _____

DD _____ 2/17/24 _____
 Property Owner Signature Date Property Owner Signature Date

Signature _____ Date _____ Signature _____ Date _____
 Print Name: Daene Boomsma Print Name: _____
 Title*: CEO Title*: _____

*required for Corporations, Partnerships, etc.

FOR STAFF USE ONLY

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

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

- Diamond D Water
- Black Hills Water
- Other: _____
- Other: _____
- Other: _____
- Other: _____

Board of Adjustments Meeting Date: _____
 Date Paid: _____

§ 155.256 MINIMUM REQUIREMENTS.

(A) *Standards.*

(1) Each off-street parking space shall be an area of not less than 171 square feet, exclusive of access or maneuvering area, ramps, and other appurtenances as per the following standards.

<i>Required Minimum Off-street Parking Dimensions</i>				
<i>Parking Angle (Degrees)</i>	<i>Stall Length (Feet)</i>	<i>Stall Width (Feet)</i>	<i>Aisle Width, One-Way (Feet)</i>	<i>Aisle Width, Two-Way (Feet)</i>
90	19	9	25	25
60	19	9	18.5	20
45	19	9	13.5	20
30	19	9	1	20
0 (parallel)	21	9	12	20

(2) Off-street parking facilities shall be located on the site on which the use or structure for which they are provided is located except as otherwise permitted under a special plan for location or sharing of facilities.

(B) *Maintenance.* Off-street parking facilities shall be constructed, maintained, and operated in accordance with the following specifications.

(1) *Drainage and surfacing.* They shall be properly graded for drainage, surfaced with concrete or asphalt, and maintained in good condition, free of weeds, dust, trash, and debris.

(2) *Protective barriers.* They shall be provided with barriers of such dimensions those occupants of adjacent structures are not unreasonably disturbed, either by day or night, by the movement of vehicles.

(3) *Outdoor lighting.* When provided, outdoor light shall comply with §§ 155.195 through 155.204.

(4) *Entrances and exits.* They shall be provided with designated entrances and exits so located as to minimize traffic congestion.

(5) *Prohibition of other uses.* They shall not be used for the sale, storage, repair, or dismantling of any vehicles, equipment, materials, or supplies.

(6) *Permanent barrier.*

(a) In the event they are designed such that the facility abuts a public sidewalk and vehicle parking is diagonal or perpendicular to the sidewalk, a permanent barrier shall be installed three feet from the interior edge of the sidewalk to prevent vehicle encroachment over the sidewalk.

(b) If the facility abuts and faces a street and there is no sidewalk, permanent barriers shall be installed seven feet from the curb to provide for a pedestrian way and to prevent vehicle encroachment.

(7) *Compliance.* All parking facilities shall comply with § 155.182.

(8) *Parking space design.* In residential districts, parking spaces accessed by local roads and required by this chapter shall be located and designed with a minimum of 23 feet or sufficient depth



Emerald Heights

Polk

Walden

Hayes

Buchanan

Pierce

Fillmore

0C.69.T1B



BOOM CONSTRUCTION INC (D)
Value \$97,892

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

COUNTY TREASURER'S CERTIFICATE

I, Treasurer of Meade County, South Dakota, do hereby certify that all taxes which are first upon the land, State, National and other taxes by the owner of any other, are duly paid.

Dated this 21st day of March, 2021.

 Meade County Treasurer

CERTIFICATE OF CITY FINANCE OFFICER

I, Finance Officer of the City of Sumner, South Dakota, do hereby certify that the foregoing plat is in accordance with the provisions of the Ordinance of the City of Sumner, South Dakota, and that the same is a true and correct copy of the original.

Dated this 21st day of March, 2021.

 Finance Officer of the City of Sumner

CERTIFICATE OF CITY FINANCE OFFICER

I, Finance Officer of the City of Sumner, do hereby certify that all taxes which are first upon the land, State, National and other taxes by the owner of any other, are duly paid.

Dated this 21st day of March, 2021.

 Finance Officer of the City of Sumner

CERTIFICATE OF PLANNING COMMISSION

The City of Sumner's Planning and Zoning Commission hereby certifies that the plat and map are in accordance with the provisions of the City Ordinance of the City of Sumner, South Dakota.

Dated this 21st day of March, 2021.

 Planning Commission Member

RESOLUTION OF CITY COMMISSION

Whereas there has been presented to the City Commission of the City of Sumner, South Dakota, a plat and map for the subdivision of land, and it appears to the Commission that the same is in accordance with the provisions of the City Ordinance of the City of Sumner, South Dakota;

And whereas the Commission has considered the same and has determined that the same is in accordance with the provisions of the City Ordinance of the City of Sumner, South Dakota;

And whereas the Commission has determined that the same is in accordance with the provisions of the City Ordinance of the City of Sumner, South Dakota;

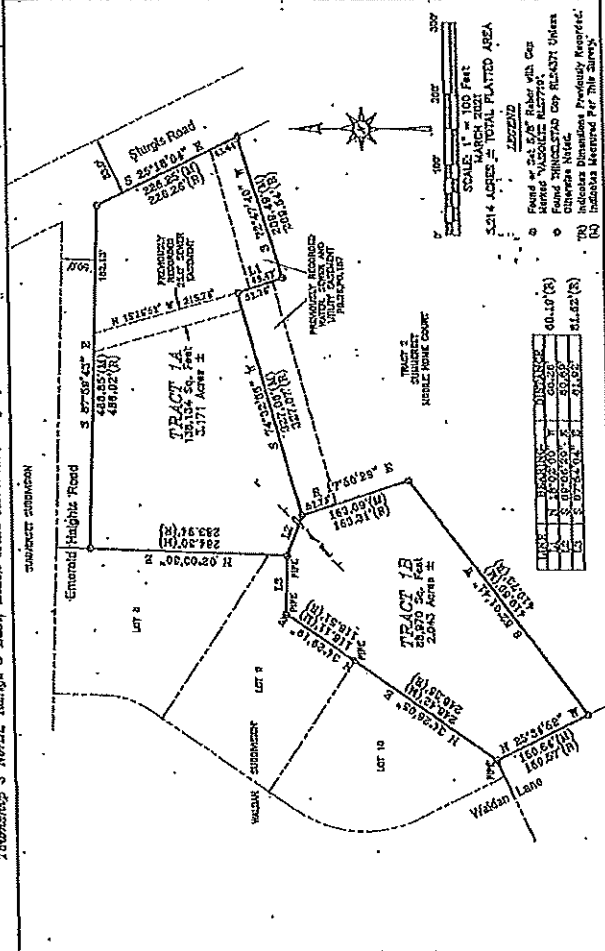
Therefore, the Commission hereby resolves that the same be approved and that the same be recorded in the office of the County Register of Deeds.

Dated this 21st day of March, 2021.

 Mayor of the City of Sumner

PREPARED BY: BLAZING STAR SURVEYING, INC.
 2206 FOUNDATION AVENUE, STRINGS, S.D. 57705

Plat of Tract 14 and Tract 18 of Pine Hills Subdivision.
 Formerly Tract 1 of Pine Hills Subdivision, All Located in the NE 1/4 of the SE 1/4 of Section 86, Township 3 North, Range 6 East, Black Hills Meridian, City of Sumner, Meade County, South Dakota.



PROVISIONS NOTES

- (1) All major utilities easements shown hereon but not limited to, including water, sewer, electric, gas and telephone lines, shall be subject to the provisions of the plat.
- (2) All easements shown hereon shall be subject to the provisions of the plat.
- (3) All easements shown hereon shall be subject to the provisions of the plat.
- (4) All easements shown hereon shall be subject to the provisions of the plat.

CERTIFICATE OF DIRECTOR OF EQUALIZATION

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

Dated this 21st day of April, 2021.

 Meade County Director of Equalization

APPROVAL BY HIGHWAY OR STREET AUTHORITY

The location of the proposed access to the Highway or Street as shown hereon is hereby approved. Any change in the location of the proposed access shall require additional approval.

Dated this 21st day of April, 2021.

 City of Sumner Highway or Street Authority

APPROVAL BY ROAD DISTRICT AUTHORITY

The location of the proposed access to the Highway or Street as shown hereon is hereby approved. Any change in the location of the proposed access shall require additional approval.

Dated this 21st day of April, 2021.

 Road District Authority

SURVEYOR'S CERTIFICATE

I, Sharon E. Verbeke, State Licensed Professional Surveyor, do hereby certify that the plat and map are in accordance with the provisions of the City Ordinance of the City of Sumner, South Dakota, and that the same is a true and correct copy of the original.

Dated this 21st day of April, 2021.

 Sharon E. Verbeke
 Registered Land Surveyor No. 7710



CITY'S CERTIFICATE

We, the Mayor and City Council of the City of Sumner, South Dakota, do hereby certify that we are in full compliance with the provisions of the City Ordinance of the City of Sumner, South Dakota, and that the same is a true and correct copy of the original.

Dated this 21st day of April, 2021.

 Mayor of the City of Sumner

ACKNOWLEDGEMENT OF OWNERS

I, _____, do hereby acknowledge that I am the owner of the land described in the within described plat, and that I have read and understand the contents of the same, and that I have executed the same voluntarily and without any duress, fraud, or coercion.

Dated this 21st day of April, 2021.

 MARIA STROHS
 OWNER

On this 21st day of April, 2021, before me, the undersigned, a Notary Public in and for the State of South Dakota, known to me to be the person who executed the foregoing plat, and who appeared before me for the purpose of executing the same, and who acknowledged to me that he executed the same for the purposes therein contained.

In witness whereof, I hereby set my hand and official seal.

 Notary Public

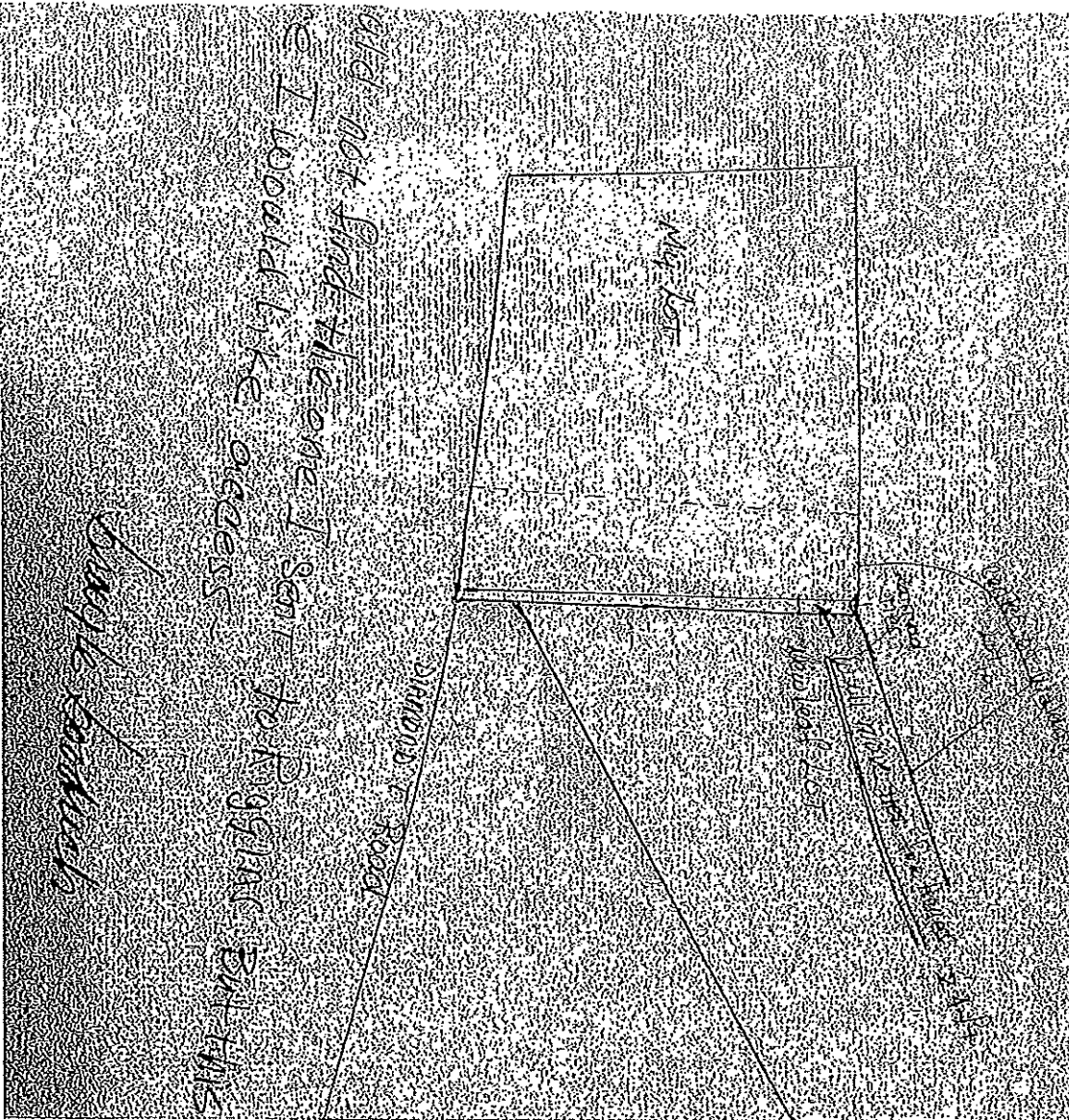
OFFICE OF REGISTER OF DEEDS

I, _____, do hereby certify that the within described plat and map are in accordance with the provisions of the City Ordinance of the City of Sumner, South Dakota, and that the same is a true and correct copy of the original.

Dated this 21st day of April, 2021.

 Meade County Register of Deeds

PHONE: 605-480-1401, JOB NUMBER: 20-133
 EMAIL: barbara@7710@meade.com



RECEIVED

FEB 21 2024

APPROACH PERMIT
APPLICATION FOR ROAD APPROACH PERMIT

On this date 9-7-2021 the Applicant hereby applies to the Emerald Heights, Walden & Norman
Road District
for permission to construct an approach to the Northwest corner of proposed Tract B1 constructed
in the future (road name)

BY: _____

located approximately _____ . The approach will serve
(describe location)

a _____ and will be constructed between _____ and _____
(residence, business, etc.) (beginning date) (completion date)

Applicant shall construct the approach and install all required culverts according to County standards and specifications (standards and specifications are shown on back side of this form and Ordinance 14) and is responsible for all cost of construction and maintenance. If any deficiencies are noted during final inspection Owner will be responsible to correct deficiencies within 30 days of notification.

Please attach a drawing or sketch showing the proposed location of the approach and set stakes in the ground to enable _____ to locate the proposed, centerline of the approach.

Culverts shall be sized to assure proper drainage. The minimum size of culvert will be eighteen inches (18") in diameter, fifteen inches (15") may be allowed under certain conditions. The minimum length of culvert shall be thirty-two feet (32').

Only one (1) approach per residence will be allowed. Approaches to General Commercial, Highway Service, General or Limited Agriculture Districts, large tracts or parcels of land will be per South Dakota Codified Law (SDCL) 31-24-3 through 31-24-7.

Name: _____ Address: _____

Phone #: _____ Signed: [Signature]
Property Owner/Representative

(Applicant shall notify the _____ upon completion of the approach for final inspection).

.....
TO BE COMPLETED BY _____

Permit #: _____
MO/DY/YR

PRELIMINARY INSPECTION: Date: _____ By: _____

Culvert Diameter _____ Culvert Length _____

The crown of the presently traveled surface, including shoulder, to be continued at a distance of 20 feet from the nearest edge of the traveled surface of the road shoulder facing the property.

REMARKS: _____

PERMIT APPROVED _____ or DENIED _____

FINAL INSPECTION: Date: _____ By: _____

FEB 22 2024

COMMUNITY PLANNING & DEVELOPMENT SERVICES
 City of Summerset
 12150 Slouland Dr., Summerset, SD 57718
 Phone: (605) 718-9858 Fax: (605) 718-9883 Web: www.summerset.us

APPLICATION FOR DEVELOPMENT REVIEW

REQUEST (please check all that apply)

- Annexation
- Comprehensive Plan Amendment
- Fence Height Exception
- Planned Development (Overlay)
 - Designation
 - Initial Plan Final Plan
 - Major Amendment
 - Minimal Amendment
- Subdivision
 - Layout Plan
 - Preliminary Plat
 - Minor Boundary Change
 - Final Plat
 - Minor Plat
- Rezoning
- Road Name Change

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

LEGAL DESCRIPTION (Attach additional sheets as necessary)

EXISTING <i>See attached description</i>		
PROPOSED		
LOCATION <i>11 11</i>		
Size of Site--Acres	Square Footage	Proposed Zoning <i>C-1</i>
DESCRIPTION OF REQUEST: <i>Zoning after annexed</i>		Utilities: Private / Public Water <i>BH Water</i> Sewer <i>Septic</i>

APPLICANT

Name Thomas & Joseph NORMAN Phone 605-430-9839
 Address P.O. BOX 767 E-mail NORMAN.ranch@gmail.com
 City, State, Zip Black Hawk, S.D. 57718

PROJECT PLANNER - AGENT

Name _____ Phone _____
 Address _____ E-mail _____
 City, State, Zip _____

OWNER OF RECORD (if different from applicant)

Name _____ Phone _____
 Address _____ E-mail _____
 City, State, Zip _____

Property Owner Signature Thomas W. Norman Date 2/15/2024
 Signature _____ Date _____
 Print Name: Thomas W. Norman
 Title*: owner
*required for Corporations, Partnerships, etc.

Property Owner Signature Joseph F. Norman Date 2/15/24
 Signature _____ Date _____
 Print Name: _____
 Title*: _____

FOR STAFF USE ONLY

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

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

- Diamond D Water
- Black Hills Water
- Other: _____
- Other: _____
- Other: _____
- Other: _____

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

Payment Type: Cash Check Credit Card

Norman Estates Subdivision, a Plat of Lot 3 of Norman Estates Subdivision located in a portion of Lot U1 in the N1/2 SW1/4 of Section 5 and in the unplatted portion of the NE1/4 SW1/4 of Section 5, Township 2 North, Range 7 East of the Black Hills Meridian, City of Summerset, Meade County, South Dakota.

C-1 GENERAL COMMERCIAL DISTRICT

§ 155.115 GENERAL DESCRIPTION.

This Commercial District is for personal and business services and the city's general retail business.
(Ord. passed 2-3-2011, § 2.18.010)

§ 155.116 USES PERMITTED.

The following uses shall be permitted in the C-1 General Commercial District:

- (A) Retail establishments, including incidental manufacturing of goods for sale at wholesale or retail on the premises, provided there are three or less employees engaged in the manufacture of the product;
- (B) Eating and drinking establishments;
- (C) Service and repair establishments;
- (D) Personal service establishments;
- (E) Hotel, motel, rooming and boarding house, bed and breakfast;
- (F) Entertainment services;
- (G) Parking lots and garages;
- (H) Offices;
- (I) Financial institutions;
- (J) Private clubs and lodges;
- (K) Newspaper and printing firms;
- (L) Residential uses subject to the requirements and regulations of §§ 155.055 through 155.060, 155.075 through 155.080, and 155.095 through 155.102;
- (M) Places of worship;
- (N) Signs;
- (O) Libraries, museums, art galleries, planetarium, aquariums, historic and monument sites;
- (P) Governmental services;
- (Q) Gasoline, diesel, propane, and CNG service stations;
- (R) Building material sales;
- (S) Garden centers, greenhouses, and nurseries;
- (T) New and used vehicle sales;
- (U) Farm implement and machinery, new and used sales;
- (V) Truck and trailer rental and sales;
- (W) Monument sales;
- (X) Sales of prefabricated houses;

(Y) Auction houses;

(Z) Manufactured home sales and services;

(AA) Taxidermists;

(BB) Open storage uses which shall comply with the following requirements:

(1) All open storage and display of merchandise, material, and equipment shall be screened by a solid fence seven feet high at the side and rear of the lot which abuts any residential district;

(2) Driveways used for ingress and egress shall not exceed 40 feet in width, exclusive of curb returns; and

(3) Outdoor lighting, when provided, shall have an arrangement of reflectors and an intensity of lighting which will not interfere with adjacent land uses or the use of adjacent streets.

(CC) Small animal veterinary clinics, subject to the following requirements:

(1) Outdoor runs shall maintain a minimum setback of 40 feet from all property lines, and 100 feet from residential uses;

(2) The clinic facility shall be constructed and operated in such a manner as to minimize the transmission of sound to neighboring properties; and

(3) Fenced outdoor runs and exercise areas shall be used only during normal business hours, and shall be screened to a height of eight feet.

(DD) Inpatient and outpatient health care facilities and clinics;

(EE) Long-term care, congregate and assisted living facilities;

(FF) Educational facilities and institutions;

(GG) Light manufacturing and office park uses;

(HH) Public and private recreation facilities and their ancillary services;

(II) Public and private transportation, neighborhood utility facility, and public safety facilities;

(JJ) Agricultural uses; and

(KK) Parking lots and garages.

(Ord. passed 2-3-2011, § 2.18.020)

§ 155.117 CONDITIONAL USES.

After the provisions of §§ 155.240 through 155.242 relating to conditional uses have been fulfilled, the Planning and Zoning Board may permit as permitted conditional uses:

(A) Video lottery;

(B) Radio, television, and telecommunication or wireless communication towers;

(C) Day care center;

(D) Utility facility, public; and

(E) Other uses may be allowed, provided they are not found to be contrary to intended uses of the district.

(Ord. passed 2-3-2011, § 2.18.030; Ord. passed 2-16-2017)

§ 155.118 AREA REGULATIONS.

All setbacks shall be measured from the owner's property lines as follows:

- (A) *Front setback.* None;
- (B) *Side setback.* None;
- (C) *Rear setback.* None;
- (D) *Lot width.* No minimum requirement;
- (E) *Minimum lot size.* No minimum requirement; and
- (F) *Lot coverage.* No maximum percentage of lot coverage except that, for buildings serviced from the rear, space shall be provided either inside or outside the building for loading or unloading goods and materials. Such space shall have access to a street or other public way.

(Ord. passed 2-3-2011, § 2.18.040)

§ 155.119 HEIGHT REGULATIONS.

There shall be a maximum of five stories or 60 feet.

(Ord. passed 2-3-2011, § 2.18.050)

§ 155.120 OTHER REGULATIONS.

Development within the General Commercial District (C-1) shall be regulated in conformance with the provisions of §§ 155.175 through 155.183, 155.255 through 155.257, 155.270 through 155.280, and 155.295 through 155.304.

(Ord. passed 2-3-2011, § 2.18.060)

**CITY OF SUMMERSET
NOTICE OF PUBLIC HEARINGS
LAND / ZONING DESIGNATION**

You are hereby notified that there will be additions to the Summerset Zoning Ordinances, and the Summerset Zoning Map, considered at public hearings to be held by the Summerset Planning and Zoning Commission and the Summerset Board of Commissioners. The proposed zoning addition will create a zoning district and pertain to the real property recently annexed by the City of Summerset as follows:

Norman Estates Subdivision, a Plat of Lot 3 of Norman Estates Subdivision located in a portion of Lot U1 in the N1/2 SW1/4 of Section 5 and in the unplatted portion of the NE1/4 SW1/4 of Section 5, Township 2 North, Range 7 East of the Black Hills Meridian, City of Summerset, Meade County, South Dakota.

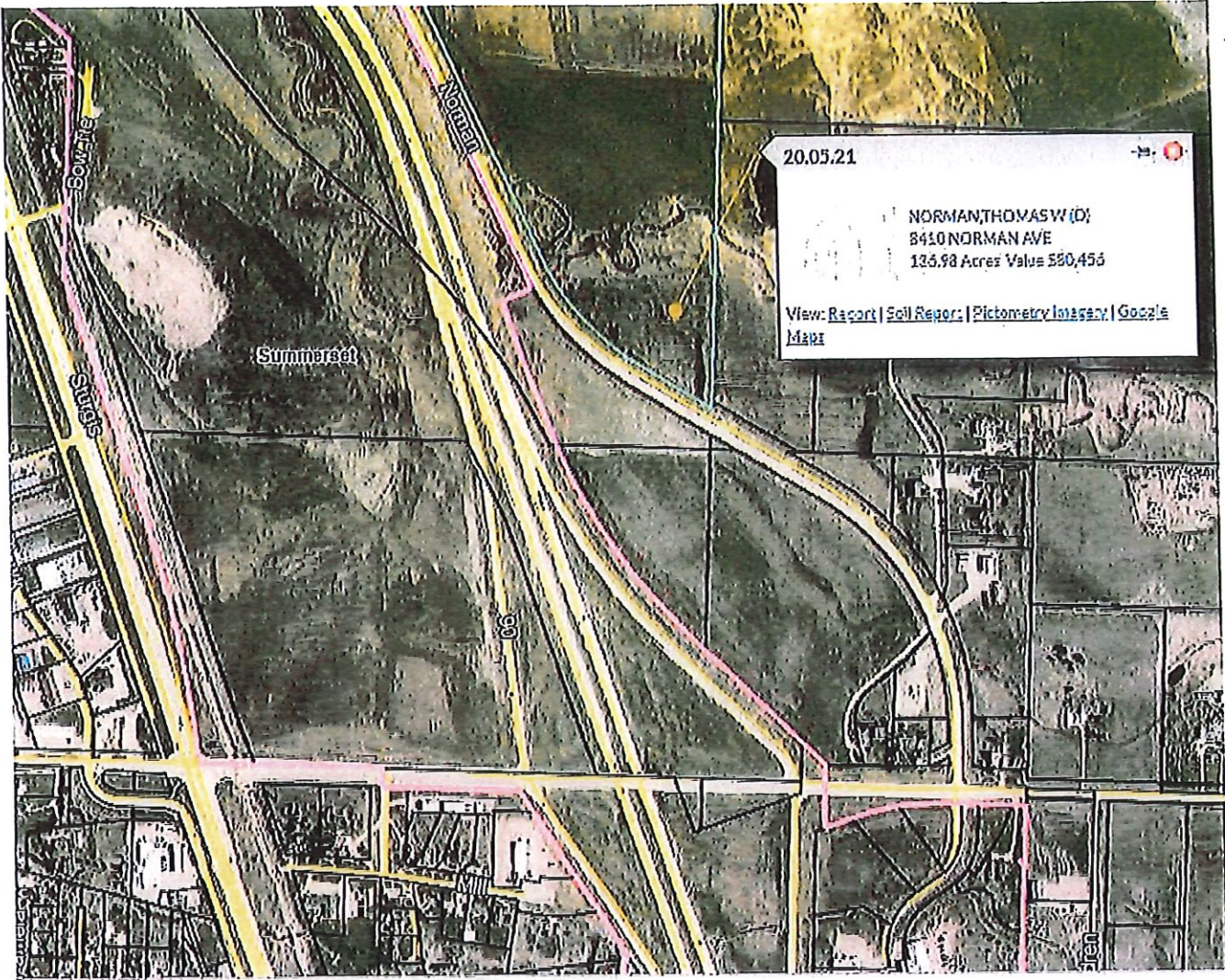
A public hearing will be held by the Summerset Planning and Zoning Commission on April 8th, 2024, at 6:00 p.m., and by the Summerset Board of Commissioners on April 18th, 2024, at 6:00 p.m., both of such public hearings to be held at the Summerset City Administration building, at 7055 Leisure Lane, Summerset, South Dakota.

This Notice of Public Hearing concerns the zoning designation to be given the property recently annexed by the City of Summerset. The legal description and a map of the recently annexed property is located at the Summerset City Administration building, and available for inspection on request.

This hearing is open to the public and interested parties are encouraged to attend. Any person having any objections to any proposed zoning designations may appear before the Planning and Zoning Commission and the City Board of Commissioners on the above said dates for the public hearings and show cause why the proposed zoning should not be approved. Written protest against the proposed zoning may be filed with the office of the City of Summerset, at 7055 Leisure Lane, Summerset, South Dakota.

Dated: March 21st, 2024.

Lisa Schieffer
Summerset City Administrator



COMMUNITY PLANNING & DEVELOPMENT SERVICES

City of Summerset
 12150 Slouland Dr., Summerset, SD 57718
 Phone: (605) 718-9858 Fax: (605) 718-9883 Web: www.summerset.us

APPLICATION FOR DEVELOPMENT REVIEW

REQUEST (please check all that apply)

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

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

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

LEGAL DESCRIPTION (Attach additional sheets as necessary)

EXISTING SW1/4 of Section 32, T3N, R7E, BHM, Meade County, SD		
PROPOSED NA		
LOCATION The SW1/4 of Section 32, T3N, R7E, BHM, Meade County, SD - generally located east of Norman Ranch Road		
Size of Site—Acres 160 +/-	Square Footage 6,969,600 +/-	Proposed Zoning R3
DESCRIPTION OF REQUEST: Annexation into the City of Summerset		Utilities: Private / Public Water Black Hawk WD Sewer City of Summerset

APPLICANT

Name Norman Ranch Subdivision, LLC Phone _____
 Address 1624 Concourse CT E-mail _____
 City, State, Zip Rapid City, SD 57703

PROJECT PLANNER - AGENT

Name Norman Ranch Subdivision, LLC Phone _____
 Address 1624 Concourse CT E-mail _____
 City, State, Zip Rapid City, SD 57703

OWNER OF RECORD (if different from applicant)

Name Norman Ranch Subdivision, LLC Phone _____
 Address 1624 Concourse CT E-mail _____
 City, State, Zip Rapid City, SD 57703

Property Owner Signature _____ Date <u>12/14/2023</u>	Property Owner Signature _____ Date _____
Signature _____ Print Name: <u>Forris & Thompson</u> Title*: <u>President</u>	Signature _____ Print Name: _____ Title*: _____

*required for Corporations, Partnerships, etc.

FOR STAFF USE ONLY

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

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

- Diamond D Water
- Black Hills Water
- Other: _____
- Other: _____
- Other: _____
- Other: _____

Planning and Zoning Meeting Date: _____
 Commission Meeting Date: _____
 Date Paid: _____
 Payment Type: Cash Check Credit Card

R-3 MULTI-FAMILY RESIDENTIAL DISTRICT

§ 155.095 GENERAL DESCRIPTION.

This residential district is intended to promote and encourage the establishment and maintenance of a suitable environment for urban residence in areas appropriate by location and character for occupancy by high-density, multiple-family dwellings. One of the important purposes of this district is to create adequate standards of residential development in order to prevent overcrowded and unhealthy housing conditions.

(Ord. passed 2-3-2011, § 2.14.010)

§ 155.096 USES PERMITTED.

Property and buildings in an R-3 Multi-Family Residential District shall be used only for the following purposes:

- (A) Any use permitted and as regulated in R-1 and R-2 Districts; and
- (B) Multi-family dwelling units.

(Ord. passed 2-3-2011, § 2.14.020)

§ 155.097 CONDITIONAL USES.

After the provisions of §§ 155.335 through 155.341 relating to conditional uses have been fulfilled, the Planning and Zoning Board may permit as permitted conditional uses:

- (A) Any conditional uses in and subject to all the same requirements as in any R-1 and R-2 districts; and
- (B) Manufactured home parks.

(Ord. passed 2-3-2011, § 2.14.030)

§ 155.098 AREA REGULATIONS.

All setbacks shall be measured from the owner's property lines as follows:

(A) *Front setback.*

- (1) Twenty-five feet for single-family, two-family, and multi-family dwellings not exceeding two and one-half stories;
- (2) Thirty-five feet for multiple-family dwellings more than two and one-half stories;
- (3) Unattached buildings of accessory use: 25 feet; and
- (4) Places of worship and their accessory buildings: 35 feet.

(B) *Side setback.*

- (1) Single- and two-family residential dwellings: eight feet;
- (2) Multi-family dwellings: 12 feet;
- (3) For each additional story above two stories: one foot additional side setback;
- (4) Unattached buildings of accessory use: eight feet; and
- (5) Places of worship and their accessory buildings: 35 feet.

(C) *Rear setback.*

- (1) Primary uses of two stories in height and less: 25 feet; and
- (2) For all primary uses of three stories and more in height: 30 feet.

(D) *Lot width.*

(1) There shall be a minimum lot width of 65 feet at the front building line, except for townhouses and multi-family dwellings; and

(2) There shall be a minimum lot width of 75 feet at the front building line for all other dwellings except townhouses.

(E) *Minimum lot size.*

(1) For each single-family dwelling, there shall be a lot area of not less than 7,000 square feet;

(2) For each two-family dwelling, there shall be a lot area of not less than 9,500 square feet;

(3) For multi-family structures, townhouses, and assisted living structures, there shall be a lot area of not less than 4,500 square feet plus an additional 2,500 square feet for each dwelling unit or assisted living unit; and

(4) For places of worship and other main and accessory buildings their accessory buildings: 30,000 square feet.

(F) *Maximum lot coverage.* Thirty percent.

(Ord. passed 2-3-2011, § 2.14.040)

§ 155.099 HEIGHT REGULATIONS.

There shall be a maximum of five stories or 60 feet, and a maximum 15 feet for unattached accessory buildings.

(Ord. passed 2-3-2011, § 2.14.050)

§ 155.100 OTHER REGULATIONS.

Development within the Multi-Family Residential District (R-3) shall be regulated in conformance with the provisions of §§ 155.175 through 155.183, 155.255 through 155.257, 155.270 through 155.280, and 155.295 through 155.304.

(Ord. passed 2-3-2011, § 2.14.060)

§ 155.101 USEABLE OPEN SPACE.

For all multi-family uses of land, useable open space shall be provided as follows.

<i>Dwelling Height Open Space per Dwelling Unit</i>	
Two-story	400 square feet
Three- to five-story	300 square feet

(Ord. passed 2-3-2011, § 2.14.070)

§ 155.102 REQUIRED PLAY AREA.

(A) For all multi-family uses of land, a designated and defined play area for children shall be provided, based on the formula of 50 square feet per dwelling unit.

(B) Square footage of the play area shall be computed as part of usable open space.

(C) The requirements of this section shall not apply to multi-family developments exclusively restricted to the elderly.

(Ord. passed 2-3-2011, § 2.14.080)

**CITY OF SUMMERSET
NOTICE OF PUBLIC HEARINGS
LAND / ZONING DESIGNATION**

You are hereby notified that there will be additions to the Summerset Zoning Ordinances, and the Summerset Zoning Map, considered at public hearings to be held by the Summerset Planning and Zoning Commission and the Summerset Board of Commissioners. The proposed zoning addition will create a zoning district and pertain to the real property recently annexed by the City of Summerset as follows:

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

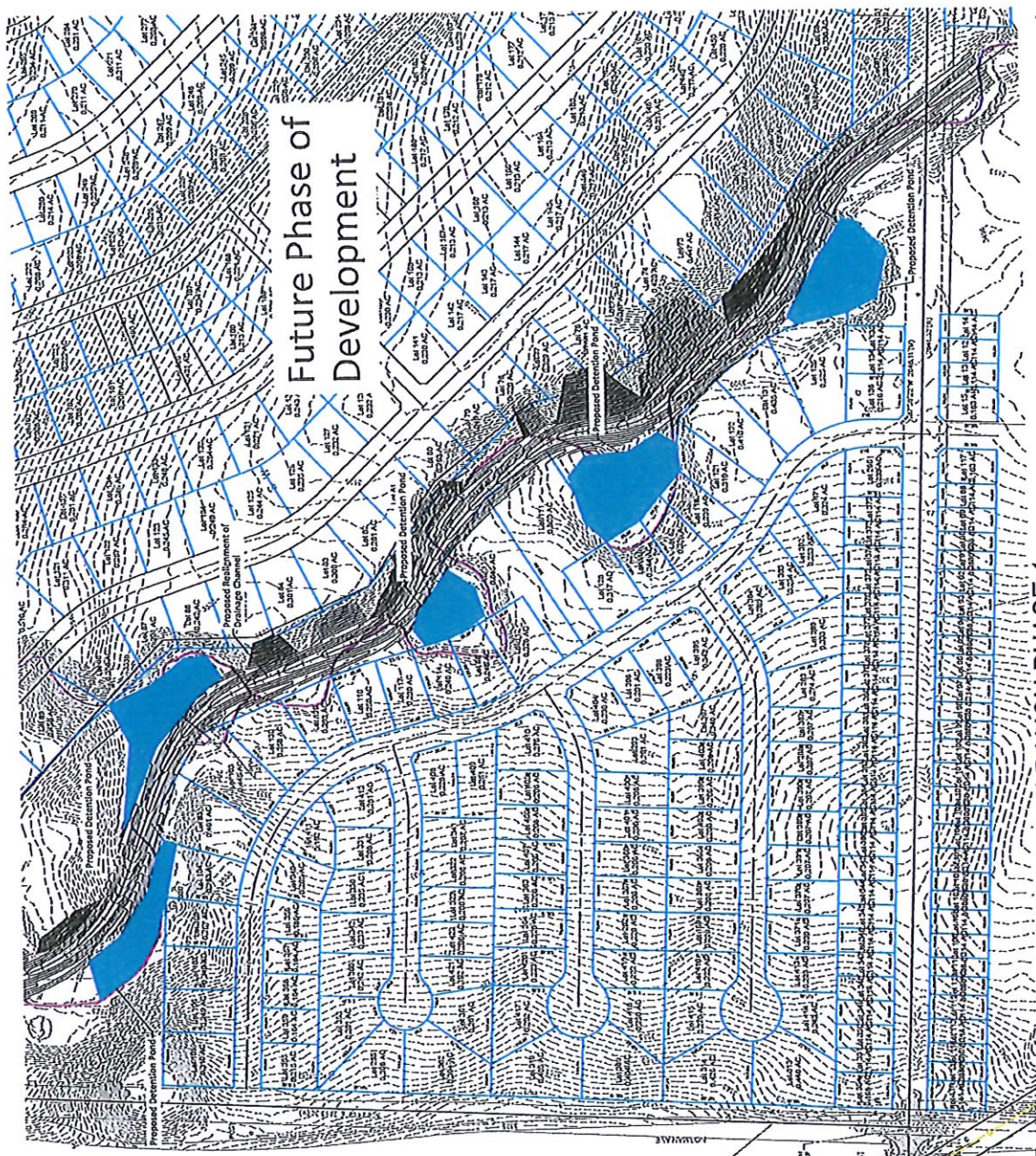
A public hearing will be held by the Summerset Planning and Zoning Commission on April 8th, 2024, at 6:00 p.m., and by the Summerset Board of Commissioners on April 18th, 2024, at 6:00 p.m., both of such public hearings to be held at the Summerset City Administration building, at 7055 Leisure Lane, Summerset, South Dakota.

This Notice of Public Hearing concerns the zoning designation to be given the property recently annexed by the City of Summerset. The legal description and a map of the recently annexed property is located at the Summerset City Administration building, and available for inspection on request.

This hearing is open to the public and interested parties are encouraged to attend. Any person having any objections to any proposed zoning designations may appear before the Planning and Zoning Commission and the City Board of Commissioners on the above said dates for the public hearings and show cause why the proposed zoning should not be approved. Written protest against the proposed zoning may be filed with the office of the City of Summerset, at 7055 Leisure Lane, Summerset, South Dakota.

Dated: March 21st, 2024.

Lisa Schieffer
Summerset City Administrator



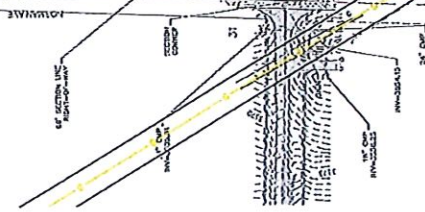
Future Phase of Development

NORMAN RANCH PHASE 1 SUMMERSET, SOUTH DAKOTA

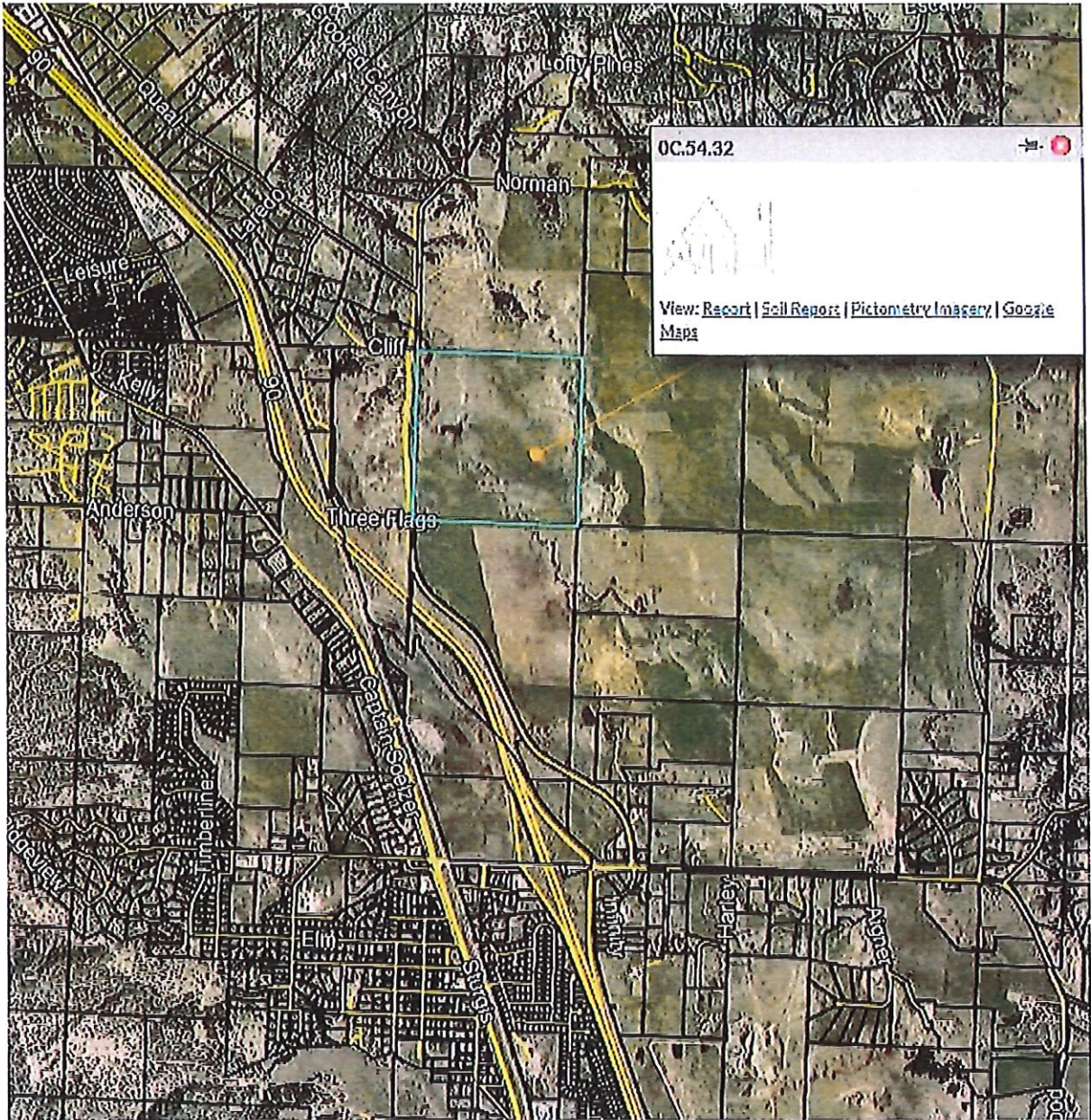


PROJECT # SUB 01
DATE: 11/17/2022

1694th AVENUE



RENNER ASSOCIATES, LLC
 CIVIL ENGINEERING ARCHITECTURE INTERIOR DESIGN
 2837 TRENCH DRIVE, SUITE 100, SIOUX FALLS, SD 57108
 TEL: 605.336.1111 FAX: 605.336.1112



0C.54.32



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

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FA 149575



Doc #21005307 Recording Fee \$30.00
MEADE COUNTY REGISTER OF DEEDS
Miscellaneous Book 942 Page 1614 thru 1617 4 Pages
Recorded 07/15/2021 at 8:54 AM
Lana Anderson, Register of Deeds

Prepared by:
Talbot J. Wieczorek
Gunderson, Palmer, Nelson & Ashmore, LLP
P.O. Box 8045
Rapid City, SD 57709-8045
(605) 342-1078

DECLARATION OF COVENANTS AND RESTRICTIONS

This Declaration is made by the Declarants, Joseph Norman and Thomas Norman, Owners of the real property subject to these Covenants and benefitted by these Covenants.

WHEREAS, the real property restricted by these Covenants is described as follows:

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

(Restricted Property).

WHEREAS, the Declarants will be selling the Restricted Property and as part of the sales arrangement the Buyer has agreed to only develop single family residential lots on the property and,

WHEREAS, the restrictions to develop single family residential property is to the benefit of the Declarants and Declarants' other neighboring property described as follows:

S1/2 of NE1/4 and the N1/2 of the SE1/4 less platted parts and right-of-ways of Section 5 Township 2 North Range 7E of the Black Hills Meridian, Meade county; and

Government Lots 3 and 4 and the S1/2 of the NW1/4 of Section 4 Township 2 North Range 7E of the Black Hills Meridian, Meade County.

(Benefitted Property).

WHEREAS, it is the intent of the Declarants to retain their personal right to enforce the restrictions on the Restricted Property and for Declarants and their successors and assigns of the Benefitted Property to also have the right to enforce restrictions on the Restricted Property.

WHEREAS, the Declarants hereto desire to provide for the preservation of the values and amenities of the Restricted Property and to provide for the benefit of the Benefitted Property and for each owner thereof and shall inure to the benefit of and pass with the Restricted Property, and each and every Lot thereof, and shall apply to and bind the successors in interest of any owner thereof; and

NOW, THEREFORE, the Declarants hereto declare that all the Restricted Property and any Lot of the Restricted Property is and shall be held, transferred, sold, conveyed and occupied subject to these Covenants hereinafter set forth.

Definitions

It is anticipated that the Restricted Property may be sold or subdivided in the future. For the purposes of these Covenants, the term "Lot" shall mean any portion of the Restricted Property that has been conveyed to a party that is not the Declarants by the Declarants or subsequently by future purchasers whether the Lot be described by general legal description or by platted lot.

Residential Restrictions

Section 1.01. All Lots in the Restricted Property shall be used exclusively for private residential purposes. No dwelling erected or maintained within the Lot shall be used or occupied for any purpose other than for residential purposes and only single family dwellings are permitted. No business, profession or other activity conducted for economic gain shall be carried on or within any lot or dwelling that unjustly increases traffic.

Section 1.02. For purposes of this Declaration, "single family dwelling" shall mean a constructed dwelling or building designed to house a single family including townhouses that have an independent legal description for each townhouse following final platting, which can be sold or mortgaged independently, including townhomes that share a single wall. Townhomes with an independent legal description which share more than a single wall shall not be excluded, but shall be limited to no more than 5% of the total acreage of the Restricted Property.

Section 1.03. None of the Restricted Property shall be used for commercial activity with the exception that a home business, which is defined as a business conducted from the home primarily by the use of mail, telephone, computer, internet or other communications device that requires no special equipment that would be otherwise prohibited by the Covenants and where customers and clients do not come to the house as a matter of course, may be allowed. No advertising or signage of any kind shall be visible on the exterior of any building or on the Restricted Property advertising the home business.

Section 1.04. Single family dwellings may be constructed on the property and rented for the purposes of residential or domestic use only. Any leases of any Restricted Property including residences must be a minimum of twenty-eight (28) days in duration. Leases of a shorter duration will be deemed commercial activity and are prohibited.

Covenants Run With the Land

Section 2.01. These Covenants shall run with the land and shall be binding upon each Lot and upon each person or entity hereafter acquiring ownership or any right, title and interest in any Lot in the Restricted Property.

Section 2.02. These Covenants shall also run for enforcement purposes for the Benefitted Property.

Section 2.03. These Covenants shall not restrict the Benefitted Property. The Benefitted Property is described herein only for the purposes of establishing parties that can enforce the Covenants on the Restricted Property. The owners of the Restricted Property shall have no right to enforce any covenants or restrictions on the Benefitted Property as the Benefitted Property is not restricted in use in any way by these Covenants.

Invalidation

Section 3.01. Invalidation of any one or more of these Covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

Right to Enforce Covenants

Section 4.01. These Covenants are for the benefit of, jointly and severally, the Declarants, Declarants' successors or assigns or owners of the Benefitted Property and may be enforced by action for damages, suit for injunction, mandatory and prohibitive, and other relief, and by any other appropriate legal remedy, instituted by Declarants, Declarants' successors or assigns or owners of the Benefitted Property. All costs, including reasonable attorneys' fees incurred by in connection with any successful enforcement proceeding initiated by Declarants or owners of the Benefitted Property shall be paid by the party determined to have violated the Covenants.

Duration of Covenants

Section 5.01. These Covenants shall run with the land and bind the land and shall inure to the benefit of and be enforceable by for a term of thirty-five (35) years from the date these Covenants are recorded and then, terminate.

Revisions and Covenant

Section 6.01. Declarants expressly reserves the right to terminate or modify the Covenants on any of the Restricted Property that Declarant reacquires after selling the Restricted Property. Any such termination will be accomplished by the filing of a document listing the land

Ordinance 2024-02

AN ORDINANCE AMENDING TITLE XV – LAND USAGE, CHAPTER 150- FLOOD DAMAGE PREVENTION, 150.25 DESIGNATION OF THE FLOODPLAIN ADMINISTRATOR

§ 150.25 DESIGNATION OF THE FLOODPLAIN ADMINISTRATOR.

The Board of Commissioners will appoint the Floodplain Administrator to administer and implement the provisions of this chapter and other appropriate sections of 44 C.F.R. (National Flood Insurance Program Regulations) pertaining to floodplain management.

(Ord. 23, passed 8-19-2010)

Passed and adopted this 18th day of April 2024.

Mayor

ATTEST:

Stephany Baumeister, Finance Officer

VOTE:

Kitzmilller:

Osten:

Markham:

Hirsch:

First Reading: April 4th 2024

Second Reading: April 18, 2024

Adoption: April 18, 2024

Publication:

Effective:

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

Ordinance 2024-03

AN ORDINANCE AMENDING TITLE I - GENERAL PROVISIONS, CHAPTER 10- GENERAL PROVISIONS, 10.28 ADMINISTRATIVE CITATIONS

§ 10.28 ADMINISTRATIVE CITATIONS.

(A) *General.*

(1) Any person violating any provision of the code for which a civil penalty may be assessed may be issued an administrative citation by a Code Enforcement Officer as provided for in this subchapter.

(2) A continuing violation of the code constitutes a separate and distinct violation each day that the violation exists.

(3) A civil penalty shall be assessed by means of an administrative citation issued by the Code Enforcement Officer and shall be payable directly to the city.

(4) Penalties assessed by an administrative citation shall be collected in accordance with the schedule of civil penalties.

(B) *Procedures.*

(1) A Code Enforcement Officer may issue an administrative citation to a responsible party as described in this subchapter. The citation shall be on forms approved by the city.

(2) If the responsible party is not an individual, the administrative citation may be issued in the name of the entity and served to a manager or on-site supervisor as provided in this section.

(3) The responsible party shall sign the administrative citation. If the responsible party refuses or fails to sign the administrative citation, the failure or refusal to sign shall not affect the validity of the citation.

(4) The administrative citation may be posted in a conspicuous place at or near the property a copy may be mailed to the responsible party.

(5) In the case of mailing, the city shall mail the citation to the address of the owner of the property at the address listed in the office of the County Director of Equalization and such action by the city shall meet any notice requirement of this subchapter.

(6) The failure of any responsible party to receive notice shall not affect the validity of any proceedings taken under this subchapter.

(C) *Penalties assessed.*

(1) Any civil penalties assessed shall be payable to the city within 20 days from the date of the administrative citation.

(2) Payment of the civil penalty shall not excuse the failure to correct the violation nor shall it bar further enforcement action by the city.

(3) If the responsible party fails to correct the violation, subsequent administrative citations may be issued for the same violations. The amount of the civil penalty shall increase at a rate specified in ordinance.

(D) *Failure to appeal or pay administrative citation penalties.* The failure of any person to file a timely appeal or pay the civil penalties within the time specified on the citation shall constitute an irrefutable presumption that a violation has occurred. It may result in the City Attorney filing legal proceedings in magistrate or circuit court. Alternatively, the city may pursue any other legal remedy available to collect the civil penalty or correct the violation.

(E) *Civil penalty amount.* Refer to fee schedule adopted by resolution. The Board of Commissioners may revise the fees as set forth herein from time to time by resolution.

(Ord. 36, passed 11-4-2010)

Passed and adopted this 18th day of April 2024.

Mayor

ATTEST:

Stephany Baumeister, Finance Officer

VOTE:

Kitzmilller:

Osten:

Markham:

Hirsch:

First Reading: April 4th 2024

Second Reading: April 18, 2024

Adoption: April 18, 2024

Publication:

Effective:

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

Ordinance 2024-05

AN ORDINANCE AMENDING TITLE I - GENERAL PROVISIONS, CHAPTER 10- GENERAL PROVISIONS, 10.31 COMPLAINTS AND ABATEMENTS.

§ 10.31 COMPLAINTS AND ABATEMENTS.

(A) *Filing a nuisance complaint.*

(1) Unless otherwise stated in this subchapter, in the event any city representative receives a complaint, either orally or in writing, he or she shall forward the complaint to the Code Enforcement Officer for investigation.

(2) As part of the investigation, the Code Enforcement Coordinator shall obtain the following information in writing:

- (a) Name, address, and phone number of the person making said complaint;
- (b) Address of the property for which the complaint is being filed; and
- (c) Nature of the complaint.

(3) After obtaining the necessary information from the complainant, the Code Enforcement Coordinator will request assistance from the Code Enforcement Officer or request an investigation by a more appropriate city employee and/or agent as is necessary based upon the nature of the complaint.

(B) *Courtesy letter; notice of violation.* Unless otherwise stated in this subchapter, in the event the Code Enforcement Coordinator, Code Enforcement Officer, and/or agent finds that any violation exists, the Code Enforcement Coordinator shall send a courtesy letter/notice of violation to the property owner. The letter shall state the following:

- (1) Name and address of the property owner;
- (2) Address and legal description of the property in violation;
- (3) Nature of the violation;
- (4) Title, chapter, and section violated;
- (5) Demand that the property owner become compliant; and
- (6) The date upon which the representative will inspect the property for compliance.

(C) *Notice to complainant and right to review.* In the event the Code Enforcement Coordinator or Code Enforcement Officer and/or agent concludes that a violation does not exist, the Code Enforcement Coordinator shall send a letter to the complainant within 15 days of advising her or him of said determination.

(D) *Abatement or filing of review required within 15 days.* Any person who has received written notification of an existing violation shall either abate said nuisance or

file a written notice of review with the Code Enforcement Coordinator within 15 days of receipt of the courtesy letter/notice of violation. A complaint of a second or subsequent violation subject to this subchapter at the same property shall reduce the notice period established herein to seven days. Thereafter, the administrative citation may immediately be issued by the Code Enforcement Officer.

(E) *Immediate abatement required in certain cases.* Ordinance violations involving subjects such as, but not limited to, bonfires, campfires, dead animals, undressed hides, fireworks, depositing filth, spoiled foods, or similar items which are determined by the Code Enforcement Officer to be an immediate threat to public health and safety shall be abated immediately, unless it is otherwise dictated by the Mayor.

(F) *Issuance of summons and complaint for violation.* If the landowner fails to abate the nuisance or request a review from the Public Works Commissioner within the given time, Code Enforcement may issue administrative citations in accordance with § 10.28, above. The city also may issue a complaint and summons to the landowner ordering the landowner to appear in court to answer said violation in accordance with §10.99 of this Code. Each violation may be considered a Class II misdemeanor for each day of violation until the nuisance is abated.

(Ord. 36A, passed 4-3-2014)

Passed and adopted this 18th day of April 2024.

Mayor

ATTEST:

Stephany Baumeister, Finance Officer

VOTE:

Kitzmilller:

Osten:

Markham:

Hirsch:

First Reading: April 4th 2024

Second Reading: April 18, 2024

Adoption: April 18, 2024

Publication:

Effective:

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

Ordinance 2024-07

AN ORDINANCE AMENDING TITLE V – PUBLIC WORKS, CHAPTER 50- SNOW AND ICE
REMOVAL ROUTES AND POLICIES, 50.01 DEFINITIONS

§ 50.01 DEFINITIONS.

For the purpose of this chapter, the following definitions apply unless the context clearly indicates or requires a different meaning.

EMERGENCY SNOW ROUTE. Any streets designated by a clearly marked uniform sign and established as such by resolution.

SECONDARY SNOW ROUTE. All other improved city streets not designated as emergency snow routes.

SNOW REMOVAL ALERT. Such time as announced by the City.

STREET. The entire width of any public roadway within the city, and it shall not be limited to those roadways designated as a **STREET**, but shall include all other names by which public roadways are designated.

(Ord. 18.2017, passed 2-16-2017)

Passed and adopted this _____ day of April 2024.

Mayor

ATTEST:

Stephany Baumeister, Finance Officer

VOTE:

Kitzmilller:
Osten:
Markham:
Hirsch:

First Reading: April 4th 2024
Second Reading: April 18, 2024
Adoption: April 18, 2024
Publication:
Effective:

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

ORDINANCE 2024-08

AN ORDINANCE AMENDING TITLE IX- GENERAL REGULATIONS CHAPTER 91- ANIMALS; 91.999 PENALTY.

§ 91.999 PENALTY.

(A) Any violation of the provisions of this chapter is a Class II misdemeanor and is subject to the maximum punishment set forth by the laws of the state pursuant to SDCL § 22-6-2. Citations and fines will be issued in accordance with the general penalty provision in § 10.99, or as established by resolution of the Board of Commissioners. Said punishment may also include payment of any costs and/or restitution authorized by this chapter and/or state law.

(B) (1) In addition to the remedies provided in this chapter, any person violating any provision of this chapter shall be subject to the general penalty provision as set forth in division (A) above unless otherwise specifically provided, and a separate offense shall be deemed committed on each day during or on which a violation occurs or continues.

(Prior Code, § 93.999) (Ord. 33, passed 7-8-2010; Ord. 33.01B, passed 10-5-2010; Ord. 2023-10, passed 7-20-2023)

Passed and adopted this 18th day of April 2024.

Mayor

ATTEST:

Stephany Baumeister, Finance Officer

VOTE:

Kitzmilller:
Osten:
Markham:
Hirsch:

First Reading: April 4th 2024
Second Reading: April 18, 2024
Adoption: April 18, 2024
Publication:
Effective:

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

NOTICE FOR PUBLICATION

Ordinance TSO 2024-01

CITY OF SUMMERSET ZONING ORDINANCE AMENDMENT

**AN ORDINANCE AMENDING ZONING ORDINANCE AND MAP INCORPORATED
AT TITLE 155, CHAPTER 021**

NOTICE IS HEREBY GIVEN that the City of Summerset will set the first reading on Ordinance #TSO 2024-01 An Ordinance Amending Zoning Ordinance and Map Incorporated at Title 155, Chapter 021.

Said first reading will be held at Summerset City Hall, 7055 Leisure Lane, Summerset SD on May 16th, 2024 @ 6:00 p.m. The purpose of the public hearing is to accept public comment on the proposed amended ordinance on the following described property:

Norman Estates Subdivision, a Plat of Lot 3 of Norman Estates Subdivision located in a portion of Lot U1 in the N1/2 SW1/4 of Section 5 and in the unplatted portion of the NE1/4 SW1/4 of Section 5, Township 2 North, Range 7 East of the Black Hills Meridian, City of Summerset, Meade County, South Dakota.

Said property will be zone C-1 General Commercial.

Individuals needing assistance related to the American Disabilities Act should contact the Summerset City Finance Officer no less than 24 hours prior to this hearing to make necessary arrangements.

Dated this 18th day of April 2024.

City of Summerset

Published once on _____, 2024, at the total approximate cost of \$ _____ .

TSO 2024-01
CITY OF SUMMERSET ZONING ORDINANCE AMENDMENT

**AN ORDINANCE AMENDING ZONING ORDINANCE AND
MAP INCORPORATED AT TITLE 155, CHAPTER 021**

BE IT ORDAINED BY THE CITY BOARD OF COMMISSIONERS OF THE CITY OF SUMMERSET, Meade County, South Dakota that the following changes and amendments be made to the City of Summerset Zoning Ordinance, Title 155, Chapter 021.

BE IT ORDAINED that the zoning map referenced at Title 155, Chapter 155.021, and incorporated herein by this reference, shall be amended as it pertains to the following property:

Norman Estates Subdivision, a Plat of Lot 3 of Norman Estates Subdivision located in a portion of Lot U1 in the N1/2 SW1/4 of Section 5 and in the unplatted portion of the NE1/4 SW1/4 of Section 5, Township 2 North, Range 7 East of the Black Hills Meridian, City of Summerset, Meade County, South Dakota.

which property shall be zoned from to C-1 (General Commercial) and that the zoning map shall be amended accordingly, which amendments are incorporated herein.

Dated this _____ day of May, 2024.

ATTEST:

CITY OF SUMMERSET

Finance Officer

Michael Kitzmiller, Mayor

(Seal)

Vote:

Kitzmiller:
Osten:
Hirsch:
Markham:

First Reading: May 16th, 2024
Second Reading:
Adopted:
Publication:
Effective:

Published once _____ at approximate cost of \$ _____.

NOTICE FOR PUBLICATION

Ordinance TSO 2024-02

CITY OF SUMMERSET ZONING ORDINANCE AMENDMENT

**AN ORDINANCE AMENDING ZONING ORDINANCE AND MAP INCORPORATED
AT TITLE 155, CHAPTER 021**

NOTICE IS HEREBY GIVEN that the City of Summerset will set the first reading on Ordinance #TSO 2024-01 An Ordinance Amending Zoning Ordinance and Map Incorporated at Title 155, Chapter 021.

Said first reading will be held at Summerset City Hall, 7055 Leisure Lane, Summerset SD on May 16th, 2024 @ 6:00 p.m. The purpose of the public hearing is to accept public comment on the proposed amended ordinance on the following described property:

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

Said property will be zone R-3 Multi Family Residential

Individuals needing assistance related to the American Disabilities Act should contact the Summerset City Finance Officer no less than 24 hours prior to this hearing to make necessary arrangements.

Dated this 18th day of April 2024.

City of Summerset

Published once on _____, 2024, at the total approximate cost of \$_____.

TSO 2024-02
CITY OF SUMMERSET ZONING ORDINANCE AMENDMENT

**AN ORDINANCE AMENDING ZONING ORDINANCE AND
MAP INCORPORATED AT TITLE 155, CHAPTER 021**

BE IT ORDAINED BY THE CITY BOARD OF COMMISSIONERS OF THE CITY OF SUMMERSET, Meade County, South Dakota that the following changes and amendments be made to the City of Summerset Zoning Ordinance, Title 155, Chapter 021.

BE IT ORDAINED that the zoning map referenced at Title 155, Chapter 155.021, and incorporated herein by this reference, shall be amended as it pertains to the following property:

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

which property shall be zoned from to R-3 (Multi-Family Residential) and that the zoning map shall be amended accordingly, which amendments are incorporated herein.

Dated this _____ day of May, 2024.

ATTEST:

CITY OF SUMMERSET

Finance Officer

Michael Kitzmiller, Mayor

(Seal)

Vote:

Kitzmiller:
Osten:
Hirsch:
Markham:

First Reading: May 16th, 2024
Second Reading:
Adopted:
Publication:
Effective:

Published once _____ at approximate cost of \$ _____.



April 11, 2024

City Commission and Management
City of Summerset, South Dakota
7055 Leisure Lane
Summerset, South Dakota 57718

You have requested that we audit the modified cash basis financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Summerset, South Dakota (the City) as of December 31, 2022 and 2023 and for the years then ended, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In addition, we will audit the entity's compliance over major federal award programs for the periods ended December 31, 2022 and 2023. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity's major federal award programs. The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and, if applicable, in accordance with *Government Auditing Standards*, and/or any state or regulatory audit requirements will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The objectives of our compliance audit are to obtain sufficient appropriate audit evidence to form an opinion and report at the level specified in the governmental audit requirement about whether the entity complied in all material respects with the applicable compliance requirements and identify audit and reporting requirements specified in the governmental audit requirement that are supplementary to GAAS and *Government Auditing Standards*, if any, and perform procedures to address those requirements.

Supplementary information (SI) will accompany the City's basic financial statements. We will apply certain limited procedures to the City's SI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the SI. The following SI will be subjected to certain limited procedures but will not be audited:

- 1) Budgetary Comparison Schedule
- 2) Schedule of the City's Proportionate Share of the Net Pension Liability (Asset)
- 3) Schedule of Pension Contributions
- 4) Notes to the Supplementary Information

Schedule of Expenditures of Federal Awards

We will subject the Schedule of Expenditures of Federal Awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the Schedule of Expenditures of Federal Awards is presented fairly in all material respects in relation to the financial statements as a whole.

Also, the document we submit to you may include the following other additional information that will not be subjected to the auditing procedures applied in our audit of the financial statements:

- 1) Corrective Action Plan
- 2) List of City Officials

Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts, and conclusions. It is management's responsibility to submit a reporting package including financial statements, the Schedule of Expenditures of Federal Awards, the Schedule of Prior Audit Findings, and the Corrective Action Plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text-searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the earlier of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Audit of the Financial Statements

We will conduct our audits in accordance GAAS, the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) and, if applicable, in accordance with any state or regulatory audit requirements. As part of an audit of financial statements in accordance with GAAS and, if applicable, in accordance with *Government Auditing Standards*, and/or any state or regulatory audit requirements, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America and, if applicable, in accordance with any state or regulatory audit requirements. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

We have not concluded the planning stage of our audit. We believe the following significant risks identified in the prior period are still relevant. However, modifications may be made.

- Management override of controls
- Improper revenue recognition
- Staff turnover
- Recording of activities in correct funds
- Reconciliation of accounts
- Reliance on the City's auditor to prepare the financial statements

Our responsibility as auditor is limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the City's basic financial statements. Our report will be addressed to the City Commission. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

Audit of Major Program Compliance

Our audit of the City's major federal award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the Uniform Guidance, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major federal award programs, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the entity's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal programs as a whole.

As part of a compliance audit in accordance with GAAS and, if applicable, in accordance with *Government Auditing Standards*, and/or any state or regulatory audit requirements, we exercise professional judgment and maintain professional skepticism throughout the audit. We also identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks.

Our procedures will consist of determining major federal programs and, performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs, and performing such other procedures as we consider necessary in the circumstances. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will obtain an understanding of the entity's internal control over compliance relevant to the audit in order to design and perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal award programs. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report. However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management's Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with the modified cash basis of accounting;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;

3. For identifying, in its accounts, all federal awards received and expended during the period and the federal programs under which they were received;
4. For maintaining records that adequately identify the source and application of funds for federally funded activities;
5. For preparing the Schedule of Expenditures of Federal Awards (including notes and noncash assistance received) in accordance with the Uniform Guidance;
6. For designing, implementing, and maintaining effective internal control over federal awards that provides reasonable assurance that the entity is managing federal awards in compliance with federal statutes, regulations, and the terms and conditions of the federal awards;
7. For identifying and ensuring that the entity complies with federal laws, statutes, regulations, rules, provisions of contracts or grant agreements, and the terms and conditions of federal award programs, and implementing systems designed to achieve compliance with applicable federal statutes, regulations, and the terms and conditions of federal award programs;
8. For disclosing accurately, currently, and completely the financial results of each federal award in accordance with the requirements of the award;
9. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
10. For taking prompt action when instances of noncompliance are identified;
11. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
12. For following up and taking corrective action on current year audit findings and preparing a Corrective Action Plan for such findings;
13. For submitting the reporting package and data collection form to the appropriate parties;
14. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
15. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including the disclosures, and relevant to federal award programs, such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit;
 - c. Unrestricted access to persons within the entity and others from whom we determine it necessary to obtain audit evidence; and
 - d. If the City issues an annual report, a written acknowledgement of all documents that management expects to issue that will be included in the annual report and planned timing and method of issuance of that annual report and a final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditor's report.

16. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
17. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
18. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
19. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant roles in internal control, and others where fraud could have a material effect on compliance;
20. For the accuracy and completeness of all information provided;
21. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
22. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the Schedule of Expenditures of Federal Awards referred to above, you acknowledge and understand your responsibility (a) for the preparation of the Schedule of Expenditures of Federal Awards in accordance with the Uniform Guidance, (b) to provide us with the appropriate written representations regarding the Schedule of Expenditures of Federal Awards, (c) to include our report on the Schedule of Expenditures of Federal Awards in any document that contains the Schedule of Expenditures of Federal Awards and that indicates that we have reported on such schedule, and (d) to present the Schedule of Expenditures of Federal Awards with the audited financial statements, or if the schedule will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the Schedule of Expenditures of Federal Awards no later than the date of issuance by you of the schedule and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Nonattest Services

With respect to any nonattest services, we agree to perform the following:

- Prepare the financial statements and related notes of the City in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by management.
- Propose adjusting or correcting journal entries to be reviewed and approved by management.
- Consult management on the implementation of new accounting standards, if applicable.

- Prepare and submit the Data Collection Form to the Federal Audit Clearinghouse upon completion of the audit.

We will not assume management responsibilities on behalf of the City. However, we will provide advice and recommendations to assist management of the City in performing its responsibilities.

The City's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) designing, implementing, and maintaining the system of internal control, including the process used to monitor the system of internal control.

Our responsibilities and limitations of the nonattest services are as follows:

- We will perform the services in accordance with applicable professional standards including the *Code of Professional Conduct* issued by the AICPA.
- This engagement is limited to the services previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries.

Other

We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If for whatever reason your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

We will not undertake any accounting services (including but not limited to the reconciliation of accounts and preparation of requested schedules) without obtaining approval through a written change order or additional engagement letter for such additional work.

The timing of our audit will be scheduled for performance and completion as follows:

	Begin	Complete
Mail confirmations	April 2024	April 2024
Document internal control and preliminary tests	April 2024	April 2024
Perform year-end audit procedures	May 2024	May 2024
Issue audit report	August 2024	August 2024

Deidre Budahl, CPA is the engagement partner for the audit services specified in this letter. Her responsibilities include supervising Casey Peterson, LTD's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

To ensure that Casey Peterson, LTD's independence is not impaired under the AICPA's *Code of Professional Conduct*, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel. Independence issues may not be overcome and could result in the inability of Casey Peterson, LTD to issue an audit opinion. Casey Peterson, LTD reserves the right to charge a finder's fee of up to 50% of the annual salary for any employees solicited and hired by you.

We estimate that our fees for these services will be \$35,000 for the audit, \$6,000 for each federal award program we test (single audit), \$7,800 for the preparation of the financial statements and related notes, and \$3,100 for the audit of passenger facility compliance. The single audit fee is based on our assumption that there will be no deviations from our normal testing. If we identify any deviations, the additional time required will be billed to you at our standard hourly rates, which depend on the level of the professional assigned to the work. We will provide a 5% discount on the above fees if the City has all vouchers prepared by May 15, 2024. You will be billed \$1,600 for an additional review of the financial statements to be performed by an independent staff member within our firm. This additional review is now required due to more stringent independence standards over nonaudit services. Any nonattest services we provide will be billed to you at our standard hourly rates which depend on the level of professionals assigned to the work and the complexity of the work being performed. You will also be billed for travel and other out-of-pocket costs such as mileage, report production, word processing, postage, etc. Casey Peterson, LTD will provide you with a digital copy of your reports and up to 3 printed copies. You will be billed \$15 for each additional printed copy. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees may be rendered as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination. The City of Summerset, South Dakota further acknowledges and agrees that in the event we stop work or withdraw from this engagement as a result of the City of Summerset, South Dakota's failure to pay on a timely basis for services rendered as required by this engagement letter, we shall not be liable for any damages that occur as a result of our ceasing to render services.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible for maintaining such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

The audit documentation for this engagement is the property of Casey Peterson, LTD and constitutes confidential information. However, we may be requested to make certain audit documentation available to a regulator or its designee pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Casey Peterson, LTD's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to a regulator or its designee. The regulator or its designee may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

In connection with this engagement, we may communicate with you or others via personal fax or email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that e-mails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for the interception or unintentional disclosure or communication of e-mail transmissions, or for the unauthorized use or failed delivery of e-mails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of e-mail transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

It is our policy to keep electronic records related to this engagement for seven years. Casey Peterson, LTD does not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. It is your responsibility to retain and protect your records (which includes any work product we provide to you as well as any records we return) for possible future use, including potential examination by any government or regulatory agencies. Casey Peterson, LTD does not accept responsibility for hosting client information. Therefore, you have the sole responsibility for ensuring you retain and maintain in your possession all your financial and non-financial information, data, and records. By your signature below, you acknowledge and agree that upon the expiration of the seven-year period, Casey Peterson, LTD shall be free to destroy our records related to this engagement.

We may from time to time and depending on the circumstances and nature of the services we are providing, share your confidential information with third-party service providers, some of whom may be cloud-based, but we remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality terms with all service providers to maintain the confidentiality of your information and will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. If we are unable to secure appropriate confidentiality terms with a third-party service provider, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Although we will use our best efforts to make the sharing of your confidential information with such third parties secure from unauthorized access, no completely secure system for electronic data transfer exists. As such, by your signature below, you understand that the firm makes no warranty, expressed or implied, on the security of electronic data transfers.

You agree to release, indemnify, defend, and hold us harmless from any liability or costs, including attorney's fees, resulting from management's knowing misrepresentations to us or resulting from any actions against us by third parties relying on the financial statements described herein except for our own intentional wrongdoing.

If any dispute arises among the parties hereto, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its applicable rules for resolving professional accounting and related services disputes. The costs of any mediation proceeding shall be shared equally by all parties.

The City and Casey Peterson, LTD both agree that any dispute over fees charged by Casey Peterson, LTD to the City will be submitted for resolution by arbitration in accordance with the American Arbitration Association's applicable rules for resolving professional accounting and related services disputes, except that under all circumstances the arbitrator must follow the applicable laws of the Oglala Sioux Tribe and the State of South Dakota. Such arbitration shall be binding and final. In agreeing to arbitration, we both acknowledge that in the event of a dispute over fees, each of us is giving up the right to have the dispute decided in a court of law before a judge or jury and, instead, we are accepting the use of arbitration for resolution. The prevailing party shall be entitled to an award of reasonable attorneys' fees and costs incurred in connection with the arbitration of the dispute in an amount to be determined by the arbitrator.

At the conclusion of our audit engagement, we will communicate to the City Commission the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

You may request that we provide you with a copy of our most recent external peer review and any subsequent reports received during the contract period.

Please sign this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the basic financial statements including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditor and look forward to working with you and your staff.

Respectfully,

Casey Peterson, LTD

Casey Peterson, LTD

RESPONSE:

This letter correctly sets forth our understanding.

City of Summerset, South Dakota

Acknowledged and agreed on behalf of the City of Summerset, South Dakota by:

Signature _____

Title (Management Representative) _____

Date _____

Signature _____

Title (Board Representative) _____

Date _____

Client Name: City of Summerset
 Location: Summerset, South Dakota
 ISG Project Number: 27968
 Date: Wednesday, January 10, 2024

Project Cost Summary

No.	Project	Total Project Cost	Project Description	Ranking (1-10 1-Highest)
1	Siouxland Road Reconstruction	\$ 751,780.00	Proposed improvements include full reconstruction of Siouxland Road with 6" HMA pavement (min thickness via 2016 Design Criteria), as well as replacement of existing culverts along Siouxland Road.	(2)
2	Breckenridge Road Mill & Overlay	\$ 74,956.00	Project includes 2" cold milling and HMA overlay. Street signs and light poles will need to be removed and reset during construction. Manhole adjustments will also be necessary.	3
3	Brighton Street/ Green Point Court Mill & Overlay	\$ 324,570.00	Project includes 2" cold milling and HMA overlay. Street signs and light poles will need to be removed and reset during construction. Manhole adjustments will also be necessary.	1
4	Steamboat Road Mill & Overlay	\$ 237,972.40	Project includes 2" cold milling and HMA overlay. Street signs and light poles will need to be removed and reset during construction. Manhole adjustments will also be necessary.	4
5	Bellingham Drive Mill & Overlay	\$ 218,590.00	Project includes 2" cold milling and HMA overlay. Street signs and light poles will need to be removed and reset during construction. Manhole adjustments will also be necessary.	2
6	Kingsbury Court	\$ 60,220.00	Project includes 2" cold milling and HMA overlay. Street signs and light poles will need to be removed and reset during construction. Manhole adjustments will also be necessary.	9
7	Remington Street & Castlewood Drive Drain Pan & Fillet	\$ 4,540.00	Project Includes replacement of drain pan and fillets.	# 5
8	Ventura Lane & Castlewood Drive Drain Pan & Fillet	\$ 4,540.00	Project Includes replacement of drain pan and fillets.	8 6
9	Laramie Lane & Castlewood Drive Drain Pan & Fillet	\$ 4,540.00	Project Includes replacement of drain pan and fillets.	8 7
10	Freedom Place & Freedom Lane Drain Pan	\$ 4,600.00	Project Includes replacement of drain pan.	7 8

11	Sturgis Road Shared Use Path	\$ 1,317,818.00	Project includes construction of a shared use path along sturgis road from summerset subdivison to stagebarn middle school.	10
12	Sun Valley Estates Access Road	\$ 6,273,060.00	Proposed improvements include new access road that extends Glenwood Dr to the south to provide a second access point to the Sun Valley Estates housing development.	(1)

Comments:

Category	Subcategory	Problem	Priority	Impact	Current Status	Capital Budget	Cost	Quantity	Unit	Estimate	Unit Cost	Priority	Estimated Cost
City Hall/Police	Architectural/Structural	Interior Floors	2	Fair	1	Fair	Concrete Flooring/Police Garage	1	LS	\$2,500.00	\$2,500	High	\$3,325
City Hall/Police	Architectural/Structural	Interior Walls	3	Fair	3	Fair	Entrance/Police Vestibule	1	LS	\$7,500.00	\$7,500	High	\$9,075
City Hall/Police	Mechanical/Plumbing	Heating/Cooling	1	Fair	2	Fair	Roof Top Units/Roof	5,700	SF	\$30.00	\$174,000	High	\$151,620
City Hall/Police	Electrical/Technology	Interior Lighting	4	Fair	3	Fair	Interior Lighting	2,850	SF	\$7.00	\$19,950	High	\$26,534
Public Works	Site/Civil	Vehicle Sources	1/2	Fair	3	Fair	Wash Bay	60	CY	\$350.00	\$21,000	High	\$27,930
Public Works	Site/Civil	Vehicle Sources	1/2	Fair	3	Fair	Parking Lot	8,000	SF	\$20.00	\$160,000	High	\$212,800
Public Works	Electrical/Technology	Other/Electrical	4	Poor	2	Poor	Exterior Receptacles	1	LS	\$1,500.00	\$1,500	High	\$1,995
Public Works	Electrical/Technology	Security	3	Poor	2	Poor	Security Cameras	1	LS	\$2,700.00	\$2,700	High	\$3,391
Public Works	Electrical/Technology	Security	1/1	Fair	2	Fair	Main Gate	1	LS	\$15,000.00	\$15,000	High	\$19,950
Public Works	Mechanical/Plumbing	Plumbing/Water	5	Poor	1	Poor	Possible Water	1,100	LF	\$50.00	\$55,000	High	\$73,150
Waste Water	Electrical/Technology	Security	3	Poor	2	Poor	Security Cameras	1	LS	\$5,000.00	\$5,000	High	\$6,650
Waste Water	Mechanical/Plumbing	Heating/Cooling	2	Fair	2	Fair	Office Furnace	1	LS	\$11,250.00	\$11,250	High	\$14,963
Waste Water	Architectural/Structural	Interior/Other	1	Poor	1	Poor	UV Building	1	LS	\$7,500.00	\$7,500	High	\$9,075
Waste Water	Site/Civil	Grounds/Turf	4	Poor	1	Poor	Reed Ponds	650	LF	\$30.00	\$19,500	High	\$25,935
										\$0	\$0	High	\$0
										\$0	\$0	High	\$0
										\$0	\$0	High	\$0
										\$0	\$0	High	\$0
										\$0	\$0	High	\$0
										\$0	\$0	High	\$0
										\$0	\$0	High	\$0
										\$0	\$0	High	\$0
										\$0	\$0	High	\$0

(Handwritten signature/initials)

Lisa Schieffer

From: Kailey Snyder <ksnyder@wrbsc.com>
Sent: Friday, April 12, 2024 11:03 AM
To: Lisa Schieffer
Subject: RE: Summerset Generators/Lift Stations

Lisa,

Below are the total project costs based off the two generator quotes, electrical work (BHE), and costs. I don't believe there were any other costs the City was looking for in this application. If this is accurate, I will begin working on your match commitment letter. For this letter FEMA requests a commitment for the full 25%. But do note internally that the OEM notice of funding app, SD OEM will cover 10% of the match, and if you should still choose to eat City labor costs that can be met in in-kind toward the match. Similarly, I'm assuming that should the project get chosen and come in over budget, the City would need to pay the overages.

Lastly, you are also eligible to ask for 5% for project management. This is used for reimbursement of time (after award), for managing the project. BHCLG will not request any of these funds, but you are welcome to request this for any time the City spends on project management. We didn't do this for your current generators. I do know if you wish to claim this you will need to provide documentation for hours and costs. The max 5% is \$9,871.94.

SD OEM 10% = 19,775.52
Summerset 15% (cash) = 29,663.28

Or

SD OEM 10% = 19,775.52
Summerset (in-kind) = 1855.2
Summerset (cash) = 27,808.08

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- ▶ Item: Conduit
- ▶ Item: Staff Labor - Public Works
- ▶ Item: Staff Labor - Wastewater
- ▶ Item: Mini Excavator Rate
- ▶ Item: Electrical Work
- ▶ Item: Generator - Sun Valley
- ▶ Item: Transfer Switch - Sun Valley
- ▶ Item: Installation Cost - Sun Valley
- ▶ Item: Generator - Leisure Lane
- ▶ Item: Transfer Switch - Leisure Lane
- ▶ Item: Installation Price - Leisure Lane

Program income (optional)

\$

Cost share

Cost share or matching means the portion of project costs not paid by federal funds.

Proposed federal vs. non-federal funding shares

Hazard mitigation assistance (HMA) funds may be used to pay up to 75% federal share of the eligible activity costs. Building Resilient Infrastructure Resilience Zones (CDRZs) may be eligible for up to 90% federal share. Flood Mitigation Assistance (FMA) and severe repetitive loss (SRL) prope federal share.

Cost estimate

<p>Is this an Economically Disadvantaged Rural Community or Community Disaster Resilience Zone?</p> <p>This determines your federal/non-federal share ratio.</p> <p><input type="radio"/> Yes</p> <p><input checked="" type="radio"/> No</p>	<p>Proposed federal share</p> <p>Proposed non-federal share</p>
--	---

MELANIE TORNO,
MAYOR

COMMISSION:
DAVID BUTLER
MICHAEL KITZMILLER
STEPHANIE WHITE
CLYDE HIRSCH

CITY OF
SUMMERSET



CITY HALL
7055 LEISURE LANE
SUMMERSET, SD 57718

TEL: 605.718.9858
FAX: 605.718.9883

WWW.SUMMERSET.US

April 18, 2024

Jim Poppen
SD Office of Emergency Management
118 West Capitol Ave
Pierre, SD 57501

Mr. Poppen,

As part of the Hazard Mitigation Grant Program process a local funding match is required. This letter serves as the City of Summerset's commitment to meet the matching fund requirements for the proposed HMGP project under SD DR-4718.

The local matching fund requirement will be made in local cash and/or in-kind commitment of up to \$49,438.90 or 25% of the project cost for the Generators for the City of Summerset's Lift Stations. The total project cost is \$197,755.20.

Sincerely,

Lisa Schieffer,
City Administrator/Signatory Authorized Representative

Designation of Applicant Agent

Declaration Number – DR – 4178-SD

<u>Michael Kitzmiller</u> Name of Applicant's Agent	<u>Mayor</u> Title
<u>7055 Leisure Lane</u> Business Address	<u>(605) 718-9858</u> Work Phone
<u>Summerset, SD 57718</u> City, State & Zip Code	<u>605-718-9883</u> Fax Number

Michael Kitzmiller (Applicant's Agent), is hereby authorized to execute for and on behalf of the City of Summerset (Applicant/Subgrantee), a public entity established under the laws of the State of South Dakota, this application and to file it with the Office of Emergency Management for the purpose of obtaining federal financial assistance under the Disaster Relief Act (Public Law 93-288 as Amended), or otherwise available from the President's Disaster Relief Fund.

That the City of Summerset (Applicant/Subgrantee), a public entity established under the laws of the State of South Dakota, hereby authorizes its agent to provide to the State and to the Federal Emergency Management Agency, for all matters pertaining to such federal disaster assistance the assurances attached to the project application.

Approved by:

Michael Kitzmiller, Mayor

(04/18/2024)

(Signature)

Resolution 2024-10

Appointment of Applicant Agent

For the Hazard Mitigation Grant Program (HMGP)

WHEREAS, the City of Summerset (applicant) is submitting a Hazard Mitigation Grant project to the Federal Emergency Management Agency (FEMA) and the State of South Dakota; and

WHEREAS, the City of Summerset (applicant) is required to appoint an Applicant Agent for the purpose of signing documents and assuring the completion of all application documents;

NOW THEREFORE BE IT RESOLVED that the City of Summerset (applicant) appoints Lisa Schieffer, City Administrator as the authorized Applicant Agent.

Date this 18th day of April, 2024

Appointing Authority

Michael Kitzmiller

Name: _____

Mayor

Title: _____

Signature: _____

04/18/2024

Date: _____

Attested

Stephany Baumeister

Name: _____

Finance Officer

Title: _____

Signature: _____

04/18/2024

Date: _____

April 12, 2024

Dear Mayor Torno,

Please accept this letter as formal notification of my resignation from my position as Finance Officer at City of Summerset. My last day will be Friday May 3, 2024. I will come back to assist, when I am available, at a contracted rate.

I have enjoyed working with the team at City of Summerset and appreciate the opportunities provided during my time here. However, I have decided to pursue a new career opportunity that aligns with my personal and professional goals.

Thank you again for everything.

Sincerely,

A handwritten signature in black ink that reads "Stephany Baumeister". The signature is written in a cursive style with a checkmark at the end of the name.

Stephany Baumeister

Progress Estimate

Contractor's Application

For (contract):

Application Number: 1

Application Period: 3/18/2024 to 4/12/2024

Application Date: 04/12/2024

Bid Item No.	Description	Item	Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F)	Balance to Finish (G - F)	
												A
1	Mobilization		1	\$41,000.00	\$41,000.00	0.25	\$10,250.00		\$10,250.00	25.0	\$30,750.00	
2	Traffic Control		1	\$6,500.00	\$6,500.00	0.25	\$1,625.00		\$1,625.00	25.0	\$4,875.00	
3	Incidental Work		1	\$33,900.00	\$33,900.00	0.25	\$8,475.00		\$8,475.00	25.0	\$25,425.00	
4	Construction Testing		1	\$2,550.00	\$2,550.00	0.25	\$637.50		\$637.50	25.0	\$1,912.50	
5	Construction Staking		1	\$3,800.00	\$3,800.00	0.50	\$1,900.00		\$1,900.00	50.0	\$1,900.00	
6	Reset Property Corners		6	\$90.00	\$540.00	0.00	\$0.00		\$0.00	0.0	\$540.00	
7	Inlet Protection		6	\$142.00	\$852.00	6.00	\$852.00		\$852.00	100.0	\$0.00	
8	High Flow Silt Fence		20	\$6.80	\$136.00	0.00	\$0.00		\$0.00	0.0	\$136.00	
9	Sodding		291	\$12.25	\$3,564.75	0.00	\$0.00		\$0.00	0.0	\$3,564.75	
10	Excavation, Unclassified		63	\$71.75	\$4,520.25	30.00	\$2,152.50		\$2,152.50	47.6	\$2,367.75	
11	Undercut		229	\$49.50	\$11,335.50	110.00	\$5,445.00		\$5,445.00	48.0	\$5,890.50	
12	Remove Sidewalk		123	\$27.75	\$3,413.25	44.00	\$1,221.00		\$1,221.00	35.8	\$2,192.25	
13	Remove Asphalt Concrete		531	\$27.00	\$14,337.00	273.50	\$7,438.50		\$7,438.50	51.9	\$6,898.50	
14	Cold Mill Asphalt Concrete		1679	\$10.25	\$17,209.75	0.00	\$0.00		\$0.00	0.0	\$17,209.75	
15	Remove Curb & Gutter		64	\$24.50	\$1,568.00	20.00	\$480.00		\$480.00	31.3	\$1,078.00	
16	Remove Curb Stop & Box		2	\$420.00	\$840.00	0.00	\$0.00		\$0.00	0.0	\$840.00	
17	4' x 6' Type S Drop Inlet		1	\$14,600.00	\$14,600.00	0.00	\$0.00		\$0.00	0.0	\$14,600.00	
18	18" RCP Storm Sewer		119	\$141.00	\$16,779.00	0.00	\$0.00		\$0.00	0.0	\$16,779.00	
19	18" RCP Flared End Section		1	\$1,700.00	\$1,700.00	0.00	\$0.00		\$0.00	0.0	\$1,700.00	
20	1" Curb Stop & Box		2	\$785.00	\$1,570.00	0.00	\$0.00		\$0.00	0.0	\$1,570.00	
21	1" Water Service Pipe		67	\$126.50	\$8,475.50	0.00	\$0.00		\$0.00	0.0	\$8,475.50	
22	Adjust Manhole		9	\$515.00	\$4,635.00	3.00	\$1,545.00		\$1,545.00	33.3	\$3,090.00	
Subtotals					\$193,826.00		\$42,031.50		\$42,031.50	0.00	\$42,031.50	\$151,794.50

Progress Estimate

Contractor's Application

For (contract):

Application Number: 1

Application Period: 3/18/2024 to 4/12/2024

Application Date:

04/12/2024

A		B		C		D		E		F		G	
Bid Item No.	Description	Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F) B	Balance to Finish (G - F)			
23	Adjust Valve	3	\$396.00	\$1,185.00	0.00	\$0.00		\$0.00	0.0	\$1,185.00			
24	Repair Irrigation Systems	1	\$2,850.00	\$2,850.00	0.00	\$0.00		\$0.00	0.0	\$2,850.00			
25	Contractor Furnished Borrow	2	\$187.50	\$375.00	0.00	\$0.00		\$0.00	0.0	\$375.00			
26	Aggregate Base Course	239	\$58.00	\$13,862.00	120.20	\$6,971.60		\$6,971.60	50.3	\$6,890.40			
27	Class A Riprap	6	\$177.00	\$1,062.00	0.00	\$0.00		\$0.00	0.0	\$1,062.00			
28	Type C Concrete Retaining Wall	18	\$430.00	\$7,740.00	0.00	\$0.00		\$0.00	0.0	\$7,740.00			
29	4" Concrete Sidewalk	1102	\$20.00	\$22,040.00	0.00	\$0.00		\$0.00	0.0	\$22,040.00			
30	6" Concrete Fillet	125	\$180.00	\$22,500.00	72.00	\$12,960.00		\$12,960.00	57.6	\$9,540.00			
31	Bituminous Tack Coat	1	\$1,415.00	\$1,415.00	0.00	\$0.00		\$0.00	0.0	\$1,415.00			
32	Asphalt Concrete	315	\$177.00	\$55,755.00	0.00	\$0.00		\$0.00	0.0	\$55,755.00			
33	Concrete Curb & Gutter	64	\$102.00	\$6,528.00	0.00	\$0.00		\$0.00	0.0	\$6,528.00			
34	Concrete Valley Gutter	37	\$182.00	\$6,734.00	18.75	\$3,412.50		\$3,412.50	50.7	\$3,321.50			
35	Detectable Warning Panel	36	\$91.00	\$3,276.00	0.00	\$0.00		\$0.00	0.0	\$3,276.00			
36	Remove Concrete Fillet	125	\$27.00	\$3,375.00	62.50	\$1,687.50		\$1,687.50	50.0	\$1,687.50			
37	Remove, Salvage & Reset Landscape Rock	10	\$125.00	\$1,250.00	0.00	\$0.00		\$0.00	0.0	\$1,250.00			
Subtotals				\$149,947.00		\$25,031.60	0.00	\$25,031.60		\$124,915.40			
Totals				\$343,773.00		\$67,063.10	0.00	\$67,063.10		\$276,709.90			



Sales Quotation For:
 City of Summerset
 PO Box 783
 Summerset SD 57718-0783
 Stephany Baumeister
 +1 (605) 718-9858
 sbaumeister@summerset.us

Quoted BY Peter Dudley
 Quote Expiration 10/12/24
 Quote Name Additional CC Terminal

Third Party Software & Hardware			
Description	Quantity	Unit Price	Extended Price
Tyler One			
Payments			
PCI Service Fee (Per Device)	1	\$ 0	\$ 0
Payments EMV Card Reader Purchase	1	\$ 529	\$ 529
TOTAL:			\$ 180
			\$ 180
			\$ 0
			\$ 529
			\$ 180

Summary	One Time Fees	Recurring Fees
Total Third Party Hardware, Software, Services	\$ 529	\$ 180
Total Tyler Services	\$ 529	\$ 180
Summary Total	\$ 709	
Contract Total		

Comments

Work will be delivered remotely unless otherwise noted in this agreement.

Expenses associated with onsite services are invoiced as incurred according to Tyler's standard business travel policy.

SaaS is considered a term of one year unless otherwise indicated.

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment per an agreement, amendment, or similar document in which this sales quotation is included:

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.
- Fees for hardware are invoiced upon delivery.
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software accessible to the Client (for Maintenance) or on first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the Agreement.

Fees for services included in this sales quotation shall be invoiced as indicated below.

- Implementation and other professional services fees shall be invoiced as delivered.
- Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
- Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
- Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears beginning on the first day of the month immediately following initiation of project planning.
- If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
- Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product.

suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of th hosted environment.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler's SaaS Services terms found here: <https://www.tylertech.com/terms/tyler-sa-services>.

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____