

**SUMMERSET CITY COMMISSION
REGULAR MEETING
SUMMERSET MUNICIPAL BUILDING
7055 LEISURE LANE
THURSDAY, September 5th, 2024 6:00 P.M.**

Mayor Kitzmiller called the regular meeting to order at 6:00 p.m. Commissioners Osten, Markham, and Hirsch were present. Commission Reade was present by phone. The City Attorney, City Finance Officer, and City Administrator were also present.

Mayor Kitzmiller led in the Pledge of Allegiance.

Commissioner Osten gave the invocation.

CALL FOR CHANGES

Motion by Markham, second by Osten to approve the agenda of the regular meeting of the Summerset City Commission for September 5th, 2024 as presented or amended. Motion carried.

CONSENT CALENDAR

Motion by Hirsch, second by Markham to approve the minutes of the regular meeting of August 15th, 2024, as presented or amended. Motion carried.

APPROVAL OF CLAIMS

Motion by Reade, second by Hirsch to approve the claims and hand checks in the amount of \$241,660.16 from August 15th, 2024, through September 4th, 2024, as presented or amended. Motion carried.

A&B Business Solutions	462.63
A&B Business Solutions	45.00
A&B Business Solutions	555.20
AFLAC Remittance Processing	96.72
Ambrose, Jonathan	50.00
American Legal	1221.50
Anglin, Mitch	50.00
AT&T Mobility	652.70
Birgen, Nicholin	50.00
Black Hills Energy	7936.77
Child Support Payment Center	442.00
Clarity Telecom	1238.07
Delta Dental	1130.70
Delta Dental	118.40
Diesel Machinery Inc	4330.00
Diesel Machinery Inc	750.00
Dustbuster Enterprise Inc	4560.00
Fire Pro	36.50
HDR Engineering, Inc	4860.20
HDR Engineering, Inc	3636.25
Health Pool of SD	17203.57
Kayl, Anthony	50.00

Motion by Osten, second by Hirsch to open discussion. Motion carried. Discussion was had regarding the lots were located by Hide Away Hills and potential future incorporation of Black Hawk. It was not in the best interest of Summerset to annex the same.

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

Motion by Markham, second Reade to approve the variance for non-annexation. Motion carried.

PARKS AND RECREATION SIGNS – JORDAN PULSCHER

Motion by Osten, second by Markham to open discussion. Motion carried. Jordan Pulscher presented proposed donated sign design.

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

Motion by Osten, second by Markham to approve the design. Motion carried.

RESOLUTION 2023-12 ESTABLISHMENT OF CAPITAL OUTLAY FOR STREET IMPROVEMENTS

Motion by Reade, second by Hirsch to open discussion. Motion carried. Discussion was had on making it its own fund.

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

Motion by Reade, second by Markham to direct City Attorney Mike Wheeler to redraft the item as a fund. Motion carried.

CHANGE ORDER ASTORIA COURT/LANE

Motion by Hirsch, second by Osten to open discussion. Motion carried. Public Works Director Anthony Kayl gave an overview on the change order.

Motion by Osten, second by Markham to close discussion. Motion carried.

Motion by Osten, second by Markham to approve the change order. Motion carried.

ROOFING PERMIT

Motion by Reade, second by Markham to take the matter off the table from the August 1st Commission meeting and open discussion. Motion carried. City Administrator presented the roofing permits and explained the differences between the two.

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

Motion by Osten, second by Markham to approve the version from Commissioner Reade for the roofing permit. Motion carried.

DISCUSSION ON AIRBNB/VRBO HOMES IN SUMMERSET

Motion by Reade, second by Osten to open discussion. Motion carried. It was discussed that the City already has ordinances in place wherein a business license would need to be acquired.

Motion by Hirsch, second by Osten to close discussion. Motion carried. No action taken.

FIRST READING ON ORDINANCE 2024-12 BUILDING CODE AND CONSTRUCTION STANDARDS/BUILDING INSPECTOR AND BUILDING PERMIT ORDINANCES

Motion by Osten, second by Markham to open discussion. Motion carried. City Attorney Mike Wheeler presented the new language to the Board.

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

Motion by Reade, second by Markham to approve the first reading of amended Ordinance 2024-12 and set the second reading for September 19th @ 6:00 p.m. Motion carried.

FIRST READING OF AMENDED ORDINANCE 2024-11 - CHAIRPERSON, VICE CHAIRPERSON, SECRETARY OF PARKS & RECREATION BOARD

Motion by Markham, second by Osten to open discussion. Motion carried.

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

Motion by Osten, second by Markham to approve the first reading of amended Ordinance 2024-11 and set the second reading for September 19th @ 6:00 p.m. Motion carried.

FIRST READING OF ORDINANCE 2025 – AN ORDINANCE APPROPRIATING FUNDS FOR THE FISCAL YEAR 2025

Motion by Hirsch, second by Markham to open discussion. Motion carried. Finance Officer Brielle Schrock went over the changes to the budget. Those numbers were then put in the ordinance for first reading.

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

Motion by Reade, second by Markham to approve first reading of amended Ordinance 2025 and set the second reading for September 19th @ 6:00 p.m. Motion carried.

CITIZENS INPUT- Harlan Gerlach came before the Board to discuss roofing permits.

UPCOMING EVENTS- None

ITEMS FROM CITY ATTORNEY

Executive Session per SDCL 1-25-2 for discussing legal, economic development, and personnel issues.

None

ADJOURNMENT

Motion by Osten, second by Markham to adjourn at 7:11 p.m. Motion carried.

(SEAL)

Michael Kitzmiller, Mayor

ATTEST:

Brielle, Schrock, Finance Officer

Published once _____, 2024, 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: [1414 - American Legal](#) Vendor Total: 150.00

36253	Invoice	9/19/2024	9/19/2024	9/19/2024	9/19/2024	150.00	0.00	0.00	0.00	150.00
Online Code Supplement Pages	BANKW - BANK WEST				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Online Code Supplement Pages	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
101-4192-42200	Prof Fees Expense		150.00	100.00%

Vendor: [0021 - Black Hawk Water Users District](#) Vendor Total: 302.55

Sept 2024	Invoice	9/19/2024	9/19/2024	9/19/2024	9/19/2024	254.30	0.00	0.00	0.00	254.30
City Park Water	BANKW - BANK WEST				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
City Park Water	NA	0.00	0.00	254.30	0.00	0.00	0.00	254.30

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
101-4520-42800	Utility Expense		254.30	100.00%

Sept 2024-2	Invoice	9/19/2024	9/19/2024	9/19/2024	9/19/2024	48.25	0.00	0.00	0.00	48.25
Govt Building Water	BANKW - BANK WEST				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Govt Building Water	NA	0.00	0.00	48.25	0.00	0.00	0.00	48.25

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
101-4192-42800	Utility Expense		48.25	100.00%

Vendor: [0144 - Black Hills Community Economic Development](#) Vendor Total: 500.00

Sept 2024	Invoice	9/19/2024	9/19/2024	9/19/2024	9/19/2024	500.00	0.00	0.00	0.00	500.00
2024 Partnership Pledge	BANKW - BANK WEST				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
2024 Partnership Pledge	NA	0.00	0.00	500.00	0.00	0.00	0.00	500.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
211-4650-42900	Other Expense		500.00	100.00%

Vendor: [1665 - Cardmember Services](#) Vendor Total: 8,211.52

Sept 2024	Invoice	9/19/2024	9/19/2024	9/19/2024	9/19/2024	7,855.77	0.00	0.00	0.00	7,855.77
Sept 2024 CC Charges	BANKFT - BANK WEST EFT				No	Payment Date: 9/20/2024		Bank Draft:	DFT0000181	

Payable Register

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Sept 2024 CC Charges	NA					7,855.77	0.00	0.00	0.00	7,855.77
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
101-4110-42600	Supply/Material Exp				104.48	1.33%				
101-4140-42200	Prof Fees Expense				255.59	3.25%				
101-4140-42600	Supply/Material Exp				49.09	0.62%				
101-4140-42700	Travel/Conf Expense				128.69	1.64%				
101-4192-42500	Repair/Maint Expense				153.57	1.95%				
101-4192-42600	Supply/Material Exp				90.70	1.15%				
101-4210-42150	Postage				51.50	0.66%				
101-4210-42200	Prof Fees Expense				150.00	1.91%				
101-4210-42600	Supply/Material Exp				102.89	1.31%				
101-4210-42601	Evidence - Supply/Materials				44.99	0.57%				
101-4310-42600	Supply/Material Exp				3,579.55	45.57%				
101-4320-42500	Repair/Maint Expense				207.78	2.64%				
101-4320-42600	Supply/Material Exp				165.85	2.11%				
101-4520-42500	Repair/Maint Expense				50.67	0.65%				
101-4520-42600	Supply/Material Exp				532.19	6.77%				
101-4520-42900	Other Expense				-433.50	-5.52%				
101-4652-42150	Postage				338.80	4.31%				
604-4000-42150	Postage				1,019.20	12.97%				
604-4000-42500	Repair/Maint Expense				45.98	0.59%				
604-4000-42600	Supply/Material Exp				1,217.75	15.50%				

Sept 2024-2	Invoice	9/19/2024	9/19/2024	9/19/2024	9/19/2024	355.75	0.00	0.00	0.00	355.75
Sept 2024 PD CC Charges	BANKEFT - BANK WEST EFT				No	Payment Date: 9/20/2024		Bank Draft:		DFT0000182

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
Sept 2024 PD CC Charges	NA	0.00	0.00	355.75	0.00	0.00	0.00	355.75		
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
101-4210-42611	Fuel Expense				37.10	10.43%				
101-4210-42150	Postage				16.00	4.50%				
101-4210-42500	Repair/Maint Expense				269.35	75.71%				
101-4140-42200	Prof Fees Expense				33.30	9.36%				

Vendor: [1504 - CBH CO-OP](#) Vendor Total: 4,986.61

Sept 2024	Invoice	9/19/2024	9/19/2024	9/19/2024	9/19/2024	4,986.61	0.00	0.00	0.00	4,986.61
Govt Fuel	BANKW - BANK WEST				No					

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
Govt Fuel	NA	0.00	0.00	4,986.61	0.00	0.00	0.00	4,986.61		
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
101-4210-42611	Fuel Expense				3,234.27	64.86%				
101-4320-42611	Fuel Expense				1,752.34	35.14%				

Vendor: [0036 - City of Rapid City](#) Vendor Total: 5,366.34

2409001	Invoice	9/19/2024	9/19/2024	9/19/2024	9/19/2024	5,366.34	0.00	0.00	0.00	5,366.34
Solid Waste Disposal	BANKW - BANK WEST				No					

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
Solid Waste Disposal	NA	0.00	0.00	5,366.34	0.00	0.00	0.00	5,366.34		
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
101-4320-43230	Solid Waste Collection				5,366.34	100.00%				

Vendor: [0120 - City of Sturgis](#) Vendor Total: 116.00

Payable Register

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
16437	Invoice	9/19/2024	9/19/2024	9/19/2024	9/19/2024	116.00	0.00	0.00	0.00	116.00
August shelter fees		BANKW - BANK WEST		No						

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
August shelter fees	NA	0.00	0.00	116.00	0.00	0.00	0.00	116.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
101-4410-43350	Humane Society		116.00	100.00%

Vendor: [1093 - Dakota Pump, Inc](#)

Vendor Total: 5,430.82

18517	Invoice	9/19/2024	9/19/2024	9/19/2024	9/19/2024	5,212.07	0.00	0.00	0.00	5,212.07
Onsite replace VFD		BANKW - BANK WEST		No						

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Onsite replace VFD	NA	0.00	0.00	5,212.07	0.00	0.00	0.00	5,212.07

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
604-4000-42500	Repair/Maint Expense		5,212.07	100.00%

18544	Invoice	9/19/2024	9/19/2024	9/19/2024	9/19/2024	218.75	0.00	0.00	0.00	218.75
Onsite to unclog pump		BANKW - BANK WEST		No						

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Onsite to unclog pump	NA	0.00	0.00	218.75	0.00	0.00	0.00	218.75

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
604-4000-42500	Repair/Maint Expense		218.75	100.00%

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

Vendor Total: 4,737.70

38719	Invoice	9/19/2024	9/19/2024	9/19/2024	9/19/2024	4,737.70	0.00	0.00	0.00	4,737.70
Professional Services		BANKW - BANK WEST		No						

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Professional Services	NA	0.00	0.00	4,737.70	0.00	0.00	0.00	4,737.70

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
101-4141-42200	Prof Fees Expense		4,737.70	100.00%

Vendor: [0709 - Diamond Water Company](#)

Vendor Total: 185.00

Sept 2024	Invoice	9/19/2024	9/19/2024	9/19/2024	9/19/2024	185.00	0.00	0.00	0.00	185.00
Monthly Usage- Sun Valley Park		BANKW - BANK WEST		No						

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Govt Utilities	NA	0.00	0.00	185.00	0.00	0.00	0.00	185.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
101-4520-42800	Utility Expense		185.00	100.00%

Vendor: [0246 - Golden West Technologies](#)

Vendor Total: 3,983.98

428350	Invoice	9/19/2024	9/19/2024	9/19/2024	9/19/2024	572.00	0.00	0.00	0.00	572.00
E3/E1 Licenses		BANKW - BANK WEST		No						

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
E3/E1 Licenses	NA	0.00	0.00	572.00	0.00	0.00	0.00	572.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
101-4192-42201	Dues/Subscriptions		572.00	100.00%

Payable Register

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Sept 2024-2	Invoice	9/19/2024	9/19/2024	9/19/2024	9/19/2024	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%

Vendor: [1369 - Greenapsis](#)

Vendor Total: 350.00

Sept 2024	Invoice	9/19/2024	9/19/2024	9/19/2024	9/19/2024	350.00	0.00	0.00	0.00	350.00
Govt Building Janitorial		BANKW - BANK WEST		No						

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Govt Building Janitorial	NA	0.00	0.00	350.00	0.00	0.00	0.00	350.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
101-4192-42200	Prof Fees Expense		350.00	100.00%

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

Vendor Total: 13,382.80

1200650318	Invoice	9/19/2024	9/19/2024	9/19/2024	9/19/2024	5,634.75	0.00	0.00	0.00	5,634.75
Professional Services		BANKW - BANK WEST		No						

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Professional Services	NA	0.00	0.00	5,634.75	0.00	0.00	0.00	5,634.75

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
101-4196-42200	Prof Fees Expense		5,634.75	100.00%

1200650358	Invoice	9/19/2024	9/19/2024	9/19/2024	9/19/2024	7,748.05	0.00	0.00	0.00	7,748.05
WWTP Expansion		BANKW - BANK WEST		No						

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
WWTP Expansion	NA	0.00	0.00	7,748.05	0.00	0.00	0.00	7,748.05

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
604-4000-42200	Prof Fees Expense		7,748.05	100.00%

Vendor: [1506 - Hermanson Egge Engineering, Inc.](#)

Vendor Total: 1,080.00

2024.248	Invoice	9/19/2024	9/19/2024	9/19/2024	9/19/2024	1,080.00	0.00	0.00	0.00	1,080.00
Inspections		BANKW - BANK WEST		No						

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Inspections	NA	0.00	0.00	1,080.00	0.00	0.00	0.00	1,080.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
101-4232-42320	Building Inspection Expense		1,080.00	100.00%

Vendor: [1513 - Hirsch, Clyde](#)

Vendor Total: 50.00

Sept 2024	Invoice	9/15/2024	9/15/2024	9/15/2024	9/15/2024	50.00	0.00	0.00	0.00	50.00
Phone stipend		BANKW - BANK WEST		No						

Items

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

Distributions

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

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: [1036 - Iron Outfitter Waste Services, Inc.](#) Vendor Total: 30.72

44797090524	Invoice	9/19/2024	9/19/2024	9/19/2024	9/19/2024	30.72	0.00	0.00	0.00	30.72
Shredding	BANKW - BANK WEST				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Shredding	NA	0.00	0.00	30.72	0.00	0.00	0.00	30.72

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
101-4192-42200	Prof Fees Expense		30.72	100.00%

Vendor: [0124 - Kieffer Sanitation](#) Vendor Total: 515.00

13536754T035	Invoice	9/19/2024	9/19/2024	9/19/2024	9/19/2024	350.00	0.00	0.00	0.00	350.00
Temp toilets	BANKW - BANK WEST				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Temp toilets	NA	0.00	0.00	350.00	0.00	0.00	0.00	350.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
101-4520-42500	Repair/Maint Expense		350.00	100.00%

[13539468T035](#) Invoice 9/19/2024 9/19/2024 9/19/2024 9/19/2024 165.00 0.00 0.00 0.00 165.00

Temp toilets	BANKW - BANK WEST				No					
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Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Temp toilets	NA	0.00	0.00	165.00	0.00	0.00	0.00	165.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
101-4520-42500	Repair/Maint Expense		165.00	100.00%

Vendor: [0937 - MDU](#) Vendor Total: 253.66

Oct 2024	Invoice	9/19/2024	9/19/2024	9/19/2024	9/19/2024	253.66	0.00	0.00	0.00	253.66
Govt Utilities	BANKW - BANK WEST				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Govt Utilities	NA	0.00	0.00	253.66	0.00	0.00	0.00	253.66

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
604-4000-42800	Utility Expense		69.64	27.45%
101-4192-42800	Utility Expense		23.12	9.11%
604-4000-42800	Utility Expense		69.06	27.23%
604-4000-42800	Utility Expense		69.06	27.23%
101-4310-42800	Utility Expense		22.78	8.98%

Vendor: [0664 - Meade County Register of Deeds](#) Vendor Total: 90.00

Black River	Invoice	9/19/2024	9/19/2024	9/19/2024	9/19/2024	90.00	0.00	0.00	0.00	90.00
Recording Fee	BANKW - BANK WEST				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Recording Fee	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
101-4652-42300	Publishing Exp		90.00	100.00%

Vendor: [1110 - Mid-American Research Chemical](#) Vendor Total: 207.73

0827602-IN	Invoice	9/19/2024	9/19/2024	9/19/2024	9/19/2024	207.73	0.00	0.00	0.00	207.73
WWTP Gloves	BANKW - BANK WEST				No					

Payable Register

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
WWTP Gloves	NA		0.00	0.00	207.73	0.00	0.00	0.00	207.73	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
604-4000-42630	Chemicals and Lab Supplies				207.73	100.00%				

Vendor: [1433 - Midcontinent Communications](#)

Vendor Total: 184.40

Sept 2024	Invoice	9/19/2024	9/19/2024	9/19/2024	9/19/2024	184.40	0.00	0.00	0.00	184.40
WWTP Telephone		BANKW - BANK WEST			No					

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
WWTP Telephone	NA	0.00	0.00	184.40	0.00	0.00	0.00	184.40		
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
604-4000-42800	Utility Expense				184.40	100.00%				

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

Vendor Total: 360.00

129220	Invoice	9/19/2024	9/19/2024	9/19/2024	9/19/2024	360.00	0.00	0.00	0.00	360.00
Monthly Testing		BANKW - BANK WEST			No					

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
Monthly Testing	NA	0.00	0.00	360.00	0.00	0.00	0.00	360.00		
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
604-4000-42620	Testing Expense				360.00	100.00%				

Vendor: [1291 - RCS Construction Inc](#)

Vendor Total: 95,169.91

Pay App #18	Invoice	9/19/2024	9/19/2024	9/19/2024	9/19/2024	95,169.91	0.00	0.00	0.00	95,169.91
WWTP Expansion		BANKW - BANK WEST			No					

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
WWTP Expansion	NA	0.00	0.00	95,169.91	0.00	0.00	0.00	95,169.91		
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
502-4850-48500	Construction Costs				95,169.91	100.00%				

Vendor: [1976 - Schmagel, David](#)

Vendor Total: 50.00

Sept 2024	Invoice	9/15/2024	9/15/2024	9/15/2024	9/15/2024	50.00	0.00	0.00	0.00	50.00
Phone stipend		BANKW - BANK WEST			No					

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
Phone stipend	NA	0.00	0.00	50.00	0.00	0.00	0.00	50.00		
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
604-4000-42810	Phone				50.00	100.00%				

Vendor: [1982 - SD Local Transportation Assistance Program](#)

Vendor Total: 250.00

14787451	Invoice	9/19/2024	9/19/2024	9/19/2024	9/19/2024	250.00	0.00	0.00	0.00	250.00
Tony/ Mitch Local Road Conference		BANKW - BANK WEST			No					

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
Tony/ Mitch Local Road Conference	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				
101-4310-42700	Travel/Conf Expense				250.00	100.00%				

Payable Register

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

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

Vendor Total: 18.90

SD24-02547	Invoice	9/19/2024	9/19/2024	9/19/2024	9/19/2024	18.90	0.00	0.00	0.00	18.90
August 18 messages		BANKW - BANK WEST			No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
August 18 messages	NA	0.00	0.00	18.90	0.00	0.00	0.00	18.90

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
101-4232-42900	Other Expense		18.90	100.00%

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

Vendor Total: 972.62

Aug 2024	Invoice	9/19/2024	9/19/2024	9/19/2024	9/19/2024	972.62	0.00	0.00	0.00	972.62
August Sales Tax		BANKEFT - BANK WEST EFT			No	Payment Date: 9/10/2024			Bank Draft:	DFT0000180

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
August Sales Tax	NA	0.00	0.00	972.62	0.00	0.00	0.00	972.62

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
101-0000-21700	Sales Tax Payable		972.62	100.00%

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

Vendor Total: 195.16

0962726	Invoice	9/19/2024	9/19/2024	9/19/2024	9/19/2024	195.16	0.00	0.00	0.00	195.16
Monthly Services		BANKW - BANK WEST			No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Monthly Services	NA	0.00	0.00	195.16	0.00	0.00	0.00	195.16

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
101-4192-42200	Prof Fees Expense		195.16	100.00%

Vendor: [1983 - Sturgis Police Reserves](#)

Vendor Total: 375.00

16438	Invoice	9/19/2024	9/19/2024	9/19/2024	9/19/2024	375.00	0.00	0.00	0.00	375.00
Hamelin's Vest		BANKW - BANK WEST			No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Hamelin's Vest	NA	0.00	0.00	375.00	0.00	0.00	0.00	375.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
101-4210-42851	Duty Equipment		375.00	100.00%

Vendor: [1024 - USA Bluebook](#)

Vendor Total: 5,663.44

INV00458573	Invoice	9/19/2024	9/19/2024	9/19/2024	9/19/2024	5,663.44	0.00	0.00	0.00	5,663.44
WWTP Supplies		BANKW - BANK WEST			No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
WWTP Supplies	NA	0.00	0.00	5,663.44	0.00	0.00	0.00	5,663.44

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
604-4000-42630	Chemicals and Lab Supplies		5,663.44	100.00%

Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	36	153,169.86	0.00	0.00	0.00	153,169.86	9,184.14	143,985.72
Grand Total:		153,169.86	0.00	0.00	0.00	153,169.86	9,184.14	143,985.72

Account Summary

Account	Name	Amount
101-0000-21700	Sales Tax Payable	972.62
101-4110-42600	Supply/Material Exp	104.48
101-4110-42810	Phone	50.00
101-4140-42200	Prof Fees Expense	288.89
101-4140-42600	Supply/Material Exp	49.09
101-4140-42700	Travel/Conf Expense	128.69
101-4141-42200	Prof Fees Expense	4,737.70
101-4192-42200	Prof Fees Expense	725.88
101-4192-42201	Dues/Subscriptions	3,983.98
101-4192-42500	Repair/Maint Expense	153.57
101-4192-42600	Supply/Material Exp	90.70
101-4192-42800	Utility Expense	71.37
101-4196-42200	Prof Fees Expense	5,634.75
101-4210-42150	Postage	67.50
101-4210-42200	Prof Fees Expense	150.00
101-4210-42500	Repair/Maint Expense	269.35
101-4210-42600	Supply/Material Exp	102.89
101-4210-42601	Evidence - Supply/Materials	44.99
101-4210-42611	Fuel Expense	3,271.37
101-4210-42851	Duty Equipment	375.00
101-4232-42320	Building Inspection Expense	1,080.00
101-4232-42900	Other Expense	18.90
101-4310-42600	Supply/Material Exp	3,579.55
101-4310-42700	Travel/Conf Expense	250.00
101-4310-42800	Utility Expense	22.78
101-4320-42500	Repair/Maint Expense	207.78
101-4320-42600	Supply/Material Exp	165.85
101-4320-42611	Fuel Expense	1,752.34
101-4320-43230	Solid Waste Collection	5,366.34
101-4410-43350	Humane Society	116.00
101-4520-42500	Repair/Maint Expense	565.67
101-4520-42600	Supply/Material Exp	532.19
101-4520-42800	Utility Expense	439.30
101-4520-42900	Other Expense	-433.50
101-4652-42150	Postage	338.80
101-4652-42300	Publishing Exp	90.00
Total:		35,364.82

Account	Name	Amount
211-4650-42900	Other Expense	500.00
Total:		500.00

Account	Name	Amount
502-4850-48500	Construction Costs	95,169.91
Total:		95,169.91

Account	Name	Amount
604-4000-42150	Postage	1,019.20
604-4000-42200	Prof Fees Expense	7,748.05
604-4000-42500	Repair/Maint Expense	5,476.80
604-4000-42600	Supply/Material Exp	1,217.75
604-4000-42620	Testing Expense	360.00
604-4000-42630	Chemicals and Lab Supplies	5,871.17
604-4000-42800	Utility Expense	392.16

Account Summary

<u>Account</u>	<u>Name</u>	<u>Amount</u>
604-4000-42810	Phone	50.00
Total:		22,135.13

September 2024 Finance Department

Meetings Attended

- ❖ 2 Commission meetings
- ❖ 1 special meeting- Budget

Payroll and Accounts Payable

- ❖ Payroll
 - Payroll processing to include deduction of benefits
 - Processed and filled 941, SDRS, SD Health Pool, Aflac and Delta Dental as well as Quarterly unemployment
 - Adjustments to insurances
- ❖ Accounts Payable
 - Prepared and submitted SD sales tax
 - Invoice processing, checks created for corresponding invoices. Printed and mailed
 - Credit Card statement reconciliation
 - Rev/ exp reports to Department Heads

Utility Billing

- ❖ Daily payment processing
 - Checks, cash and credit card payments processed
- ❖ Ensure resident billing is current, with move-in, move-outs, deposits, refunds
- ❖ Processed monthly ACH utility payments
- ❖ Discussions to improve process

Miscellaneous

- ❖ Commission meeting minutes to Rapid City Journal and website
- ❖ Budget meeting and amendments to budget to prepare for next meeting
- ❖ Discussions with City administrator involving budget and training
- ❖ Continued training and education
- ❖ Creation of operations manual
- ❖ Numerous contractors licenses, peddlers licenses, roofing permits
- ❖ TIF Tracking
- ❖ Duties of Assistant Finance Officer while she is out for the week
- ❖ Check-ins with Commissioner



SUMMERSET POLICE DEPARTMENT

Monthly Report-August 2024

Calls for service

- 597

Court appearances

- Officer Siferd
- Officer Jonas
- Inv. Regan
- Officer Geigle

Training

Grants

- Submitted COPS Grant Performance Report

Special Events

- Public Safety Day
- Autism Society of the BH-Ice Cream with Officers
- Sturgis MC Rally
- Highway Safety-Drive Sober or Get Pulled Over Campaign
- Officer Hamelin began LET Academy
- Stagebarn Middle School Open House

Daily

- Regular meetings with Commissioner Markham
- Covering patrol shifts and responded to calls for service
- Evidence.com management
- Managed LEOS
- Ground Zero meetings
- Handgun Demo Shoot
- Commissioners Tour
- Axon Roadshow
- Radio Gauntlet Project meeting
- Submitted traffic safety report for highway safety grant
- Submitted reimbursement requests for highway safety grant
- Meeting with Dispatch supervisor
- Meeting with State's Attorney
- Commission meeting
- NIBRS submissions

- Axon Fleet troubleshooting
- Ordinance review
- FirstNet Zoom Meeting

AUGUST 2024 CITY ADMINISTRATOR REPORT

ECONOMIC DEVELOPMENT

- Reviewed SEDC Investor Update.
- Met with B. Block on survey to be sent out to citizens.

GRANTS

- Reviewed grants for possibilities on park funding.

PLANNING & ZONING/BUILDING

- Meade County contacted and will get us updated 911 addressing grid so we can do our own addressing.
- Visited with J. Smith on if permitting was needed to tear down an existing building. Visited with S. Delbridge engineer regarding the same.
- Visited with L. Shagla regarding water and sewer on M. Goosen property. Also, discussed the IDCM of Summerset.
- Visited with C. Scheuer regarding fences and passed it along to A. Kayl for additional questions being asked. He stated he had visited with A. Kayl earlier on items.
- Grading permit review was sent off to M. Kingsbury.
- Review with L. Shagla on Minor Plat of S. Jones going before P & Z.
- Visited with S. Jones and his wife P. Jones on variance and procedure for the same.
- Sent out certified letters/publication on S. Jones variance.
- Visited with L. Shagla on follow up on Norman Ranch – Vanocker Development.
- Email correspondence between T. Vig at Meade County on septic permits.
- Drafted an exception form on criteria not in detail in IDCM.
- Visited with M. Martin to fill in on Planning & Zoning due to member being gone.
- Zoom call – M. Wheeler, L. Shagla and myself regarding vacation of section line. Then drafted a document for vacating the same.
- Call from Meade County regarding Oak Court in Black hawk.
- Visited with B. Meyers regarding variance on M. Goosen property.
- Sent plat review to Renner & Associates to follow up on with M. Goosen.
- Review came in on building permit for New Leaf. Need further review from BH Fire.
- Received Preliminary/Final Plat on Black River with updated legal for mylar.
- Visited with M. Hartman regarding variance on M. Goosen property.
- Email correspondence with Renner & Associates on four variances for M. Goosen property.
- Visited with Black Hawk water on updated contract supplying water to Summerset.
- Visited with D. Powell on variances for M. Goosen.
- Visited with D. Schumann regarding variances for M. Goosen.
- Visited with P. Olsen on M. Goosen property.
- Visited with J. Erickson regarding M. Goosen property.
- Visited with J. Budd on variances for M. Goosen property.

*See next page

MISC.

- Visited with S. Reade regarding utility billing and why they were sent out late. Discussed electronic payments and email notification. I stated I would pass along the information to Brielle and Nicky.
- Visited with T. Morris regarding the breakouts on TIF 1 and TIF 2 and had Brielle get him an updated copy.
- Visited with S. Reade regarding FY2025 Budget questions.
- Sent signed franchise ordinance off to Blue Peak.
- Insurance agent came to pick up the Ford Explorer. We got it cleaned out and ready to go.
- Trained B. Schrock on how to do Budget management in Incode 10.
- Visited with M. Wheeler regarding easements.
- Visited with A. Kayl on budget items.
- Visited with J. Ambrose on budget items.
- Sent out Parks and Recreation Agenda, put on Go Daddy and sent out on Text My Gov.
- Met with the Technology Center and walked them around the building and had D. McComb update them on I.T. matters.
- Visited with G. Markham on various matters.
- Visited with G. Torno regarding reroofing permitting and work to start on City Hall.
- Discussed permitting and fines with B. Schrock and N. Birgen to make sure we are assessing fines to anyone that starts work without a permit.
- Reviewed the change out widget needed on Go Daddy for Text My Gov. R. Nasser was able to load the same and update it.
- Visited with K. Snyder regarding the starting of our updated comprehensive plan.
- Visited with J. Lewis on a street in Black Hawk and who plowed it.
- Worked on reviewing who was cloud administrator on Tyler Tech. B. Schrock drafted letter for me to sign naming us as administrators on Tyler Tech Software.
- Received a First Report of Injury Form, trained B. Schrock and what to do with it, timeframe and where to send the same.
- Visited with A. Kayl regarding signs needed.
- Signed loss of statement for roof to start proceedings to get reimbursed.
- Reviewed assignment agreement for TIF 3.
- Visited with K. Glines and A. Kayl regarding Emergency management.
- Visited with M. Wheeler regarding Developers Agreement.
- Visted with Emerald Heights Road District regarding documents to change boundaries.
- Visited with S. Delbridge on survey by Verisk on permitting.
- Received training on credit card machine and accounts receivable.
- Set up new funding account for TIF 3.

August Wastewater Department report

Daily Operations

8-1 SBR training with Aqua Aerobics.
8-6 Replaced SBR #2 decanter limit switch.
8-7 DPI replaced VFD for pump #1 at Summerset lift station.
8-7 Sent DMR report to DANR.
8-7 Training on new HVAC with Complete HVAC
8-12 Aqua replaced wiring for SBR #3 & 4 decanter.
8/13-14 Training with Aqua.
8-14 Aqua installed battery backup to PLC.
8-14 Project completion meeting with HDR and RCS.
8-15 Attended Commission meeting.
8-22 Conducted meter readings for billing purposes.
8-23 Tour of facilities with Commissioners Markham and Osten.
8-27 Took plant truck in for service.
8-28 DPI removed #4 Digester decant pump for seal fail issue.
8-29 Pump checked by DPI found to be operational. Found wires that were bare and touching.
8-30 Replaced 6X filters on Filter #2.
Treated 5.5 million gallons with an average of 170 thousand gallons per day.
Responded to 8 requests for utility locations.

Special Projects

Misc

AUGUST

Sanitation

Hauled Solid Waste, Recycling, Cardboard and yard waste. Repaired/cleaned/ and delivered cans as needed. Serviced and cleaned solid waste equipment.

Public works

Performed maintenance on public works equipment. Had numerous conversations with the Public Works Commissioner, City Staff and Mayor. Attended budget meeting, and council meetings. Replaced damaged stop sign. Repaired streetlights. Met with contractor concerning Lighting on city streets.

Code enforcement

Investigated code enforcement violations. Inspected roadway sight triangles.

Parks

Mowed, weeded, replaced worn slide at Leisure lane park

Miscellaneous

Assisted with Public Safety Day. Coordinated with contractor concerning city hall roof and park shelter roof replacement.

2221 Bridge View Dr.
Rapid City, SD 57701
605.343.1386

Client: City of Summerset

Contact:

Phone:

Project Description: EMC

Location: Summerset, SD

Date: 06/28/2024

Sales: Paul W.
Designer: Daniel L

File: cos_emc

L1

SCALE: N/A

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DISPLAYS ANGLE FOR BEST VIEWING



TECHNICAL SPECIFICATIONS

- Character Height: 2.8" (7 pixel font)
- Line Spacing: 10.16 mm (0.4")
- Panel Configuration: 3-in-1 SMD
- Maximum Brightness: 8,000 nits
- Color Capability: 281 trillion colors
- Optional Viewing Angle: 160 degrees horizontal x 70 degrees vertical
- Min Viewing Distance: 21'

DISPLAY CONFIGURATION

All sizes are available in single-face (SF) or two-view (2V) configurations.



Single-face (SF)
Available in all sizes



Two-view (2V)
Available in all sizes

Customer Approval:

Customer Signature

Date:



A Daktronics Electronic Message Center
installing into existing double pole MID

TECHNICAL SPECIFICATIONS

- Clearance Height:** 4.4" (1" post level)
- Line Spacing:** 15.85 mm (0.62")
- Pixel Configuration:** Monochrome 1 red or 1 color RGB 1 red, 1 green, 1 blue
- Maximum Resolution:** Monochrome 640 x 4,000 pixels
- Maximum Resolution:** RGB 12,000 pixels
- Monochrome Contrast:** 4,000 shades of red or amber
- Viewing Distance:** 281 inches (7.3m)
- Viewing Angle:** 140 degrees horizontal / 70 degrees vertical
- Min Viewing Distance:** 100 degrees horizontal / 45 degrees vertical

HIGHER RESOLUTION
A new 15.85-millimeter pixel pitch allows for sharper images and more vibrant colors, resulting in higher resolution.

ALL-WEATHER COMPONENTS
The sign is built with all-weather components for long life and low maintenance.

QUICK CONNECTIONS
The sign is designed for quick installation and removal, making it easy to change messages.

SINGLE-STEP MODULE REMOVAL
A single step of the message module allows for quick removal and replacement.

MONITORING GLASS
Special glass protects the message module from weather and vandalism.



MODEL NUMBER GUIDE

SP	100	x	250	x	15.85	x	4000	x	SP
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2221 Bridge View Dr.
Rapid City, SD 57701
605.343.1386

Client: City of Summerset

Contact:

Phone:

Project Description: EMC

Location: Summerset, SD

Date: 06/28/2024

Sales: Paul W.
Designer: Daniel L.

File: cos_emc
L1

SCALE: N/A

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Colors specified are a graphic representation. Refer to our color chart for actual colors to be used.

Customer Approval:

Customer Signature

Date:

GALAXY® GT6x 10 MM PRODUCT SPECIFICATIONS

The Galaxy® GT6x offers high-value Galaxy features combined with high-resolution 10 mm surface mount LED technology to provide high-quality images.

10 MM TECHNICAL SPECIFICATIONS

Character Height:
2.8" (7 pixel font)
Line Spacing:
10.16 mm (0.4")
Pixel Configuration:
3-in-1 SMD
Maximum Brightness:
8,000 nits
Full Color Capability:
281 trillion colors
Viewing Angle:
160 degrees horizontal x 70 degrees vertical
Min Viewing Distance:
21' (10 mm)



PRODUCT FEATURES

- All sealed components
- Quick connects
- Mounting clips
- High-contrast louvers
- Redundant module signal
- Large sections for fast installation
- Front ventilation on displays less than eight feet tall
- No spreader beam required for displays greater than eight feet tall
- Single-step module removal
- Shallow cabinet depth
- Narrow cabinet borders

GT6x SERIES SPECIFICATIONS

Estimated LED Lifetime:
100,000+ hours
Contrast Enhancement:
Non-reflective black louvers and module face grooves disperse light
Message Capability:
Text, graphics, logos, basic animation, video clips, multiple font styles, and sizes
Control Software:
Venus® Control Suite
Power:
120, 120/240 VAC Single Phase
Display Dimming:
64 levels (Automatic, scheduled or manual control)
Communication Options:
Ethernet Fiber Optic, Ethernet Bridge Radio, Remote Cellular, Ethernet CAT5
Operating Temperature:
-40°F to 120°F with 99% RH non-condensing
Compliance Information:
UL Listed, FCC compliance

MODEL NUMBER GUIDE

GT6x	- 72	x	108	- 10	- RGB	- SF
Series	Lines High		Columns Wide	Line Spacing	LED Color	Single Face or Two View

DISPLAY CONFIGURATIONS



Single-face (SF)
Available in all sizes



Two-view (2V)
Available in all sizes

GALAXY® GT6x 10 MM PRODUCT SPECIFICATIONS

Lines x Columns	Sections/Ventilated	Cabinet Dimensions Feet-Inches H x W x D	Cabinet Dimensions Meters H x W x D	Cabinet Square Feet (Square Meters)	Active Area Square Feet (Square Meters)	Cabinet Weight Pounds (kilograms)	Lines/Characters per line	Character Height	Maximum Watts RGB
36x144	Sing/Ft	1'9" x 5'1" x 7"	0.53 x 1.54 x 0.18	8.6 (0.8)	5.8 (0.6)	65 (30)	4/28	2" - 14"	495
36x180	Sing/Ft	1'9" x 6'3" x 7"	0.53 x 1.91 x 0.18	10.7 (1.0)	7.2 (0.8)	80 (37)	4/36	2" - 14"	610
36x216	Sing/Ft	1'9" x 7'6" x 7"	0.53 x 2.28 x 0.18	12.7 (1.2)	8.7 (0.9)	95 (44)	4/43	2" - 14"	720
36x252	Sing/Ft	1'9" x 8'8" x 7"	0.53 x 2.64 x 0.18	14.8 (1.4)	10.1 (1.0)	110 (50)	4/50	2" - 14"	835
36x288	Sing/Ft	1'9" x 9'11" x 7"	0.53 x 3.01 x 0.18	16.8 (1.6)	11.6 (1.2)	125 (57)	4/57	2" - 14"	945
36x324	Sing/Ft	1'9" x 11'1" x 7"	0.53 x 3.37 x 0.18	18.8 (1.8)	13.0 (1.3)	140 (64)	4/64	2" - 14"	1060
36x360	Sing/Ft	1'9" x 12'3" x 7"	0.53 x 3.74 x 0.18	20.9 (1.9)	14.4 (1.5)	155 (71)	4/72	2" - 14"	1170
36x396	Sing/Ft	1'9" x 13'6" x 7"	0.53 x 4.1 x 0.18	22.9 (2.1)	15.9 (1.6)	170 (78)	4/79	2" - 14"	1285
36x432	Sing/Ft	1'9" x 14'8" x 7"	0.53 x 4.47 x 0.18	25.0 (2.3)	17.3 (1.8)	185 (84)	4/86	2" - 14"	1395
36x468	Sing/Ft	1'9" x 15'11" x 7"	0.53 x 4.84 x 0.18	27.0 (2.5)	18.8 (1.9)	200 (91)	4/93	2" - 14"	1510
36x504	Sing/Ft	1'9" x 17'1" x 7"	0.53 x 5.2 x 0.18	29.0 (2.7)	20.2 (2.1)	215 (98)	4/100	2" - 14"	1620
36x540	Sing/Ft	1'9" x 18'3" x 7"	0.53 x 5.57 x 0.18	31.1 (2.9)	21.6 (2.2)	230 (105)	4/108	2" - 14"	1735
36x576	Sing/Ft	1'9" x 19'6" x 7"	0.53 x 5.93 x 0.18	33.1 (3.1)	23.1 (2.4)	245 (112)	4/115	2" - 14"	1850
36x612	Sing/Ft	1'9" x 20'8" x 7"	0.53 x 6.3 x 0.18	35.2 (3.3)	24.5 (2.5)	260 (118)	4/122	2" - 14"	1960
36x648	Sing/Ft	1'9" x 21'11" x 7"	0.53 x 6.66 x 0.18	37.2 (3.5)	26.0 (2.6)	275 (125)	4/129	2" - 14"	2075
36x684	Sing/Ft	1'9" x 23'1" x 7"	0.53 x 7.03 x 0.18	39.2 (3.7)	27.4 (2.8)	290 (132)	4/136	2" - 14"	2185
36x720	Sing/Ft	1'9" x 24'3" x 7"	0.53 x 7.4 x 0.18	41.3 (3.8)	28.8 (3.0)	305 (139)	4/144	2" - 14"	2300
72x108	Sing/Ft	2'11" x 3'11" x 7"	0.89 x 1.18 x 0.18	11.2 (1.1)	8.7 (0.9)	90 (44)	9/21	2" - 28"	630
72x144	Sing/Ft	2'11" x 5'1" x 7"	0.89 x 1.54 x 0.18	14.6 (1.4)	11.6 (1.2)	125 (57)	9/28	2" - 28"	825
72x180	Sing/Ft	2'11" x 6'3" x 7"	0.89 x 1.91 x 0.18	18.1 (1.7)	14.4 (1.5)	155 (71)	9/36	2" - 28"	1020
72x216	Sing/Ft	2'11" x 7'6" x 7"	0.89 x 2.28 x 0.18	21.6 (2.0)	17.3 (1.8)	185 (84)	9/43	2" - 28"	1215
72x252	Sing/Ft	2'11" x 8'8" x 7"	0.89 x 2.64 x 0.18	25.1 (2.3)	20.2 (2.1)	215 (98)	9/50	2" - 28"	1410
72x288	Sing/Ft	2'11" x 9'11" x 7"	0.89 x 3.01 x 0.18	28.6 (2.7)	23.1 (2.4)	245 (112)	9/57	2" - 28"	1610
72x324	Sing/Ft	2'11" x 11'1" x 7"	0.89 x 3.37 x 0.18	32.0 (3.0)	26.0 (2.6)	275 (125)	9/64	2" - 28"	1805
72x360	Sing/Ft	2'11" x 12'3" x 7"	0.89 x 3.74 x 0.18	35.5 (3.3)	28.8 (3.0)	305 (139)	9/72	2" - 28"	2000
72x396	Sing/Ft	2'11" x 13'6" x 7"	0.89 x 4.1 x 0.18	39.0 (3.6)	31.7 (3.3)	335 (152)	9/79	2" - 28"	2195
72x432	Sing/Ft	2'11" x 14'8" x 7"	0.89 x 4.47 x 0.18	42.5 (4.0)	34.6 (3.5)	365 (166)	9/86	2" - 28"	2390
72x468	Sing/Ft	2'11" x 15'11" x 7"	0.89 x 4.84 x 0.18	46.0 (4.3)	37.5 (3.8)	395 (180)	9/93	2" - 28"	2585
72x504	Sing/Ft	2'11" x 17'1" x 7"	0.89 x 5.2 x 0.18	49.4 (4.6)	40.4 (4.2)	425 (193)	9/100	2" - 28"	2780
72x540	Sing/Ft	2'11" x 18'3" x 7"	0.89 x 5.57 x 0.18	52.9 (5.0)	43.2 (4.4)	455 (207)	9/108	2" - 28"	2975
72x576	Sing/Ft	2'11" x 19'6" x 7"	0.89 x 5.93 x 0.18	56.4 (5.3)	46.1 (4.7)	485 (220)	9/115	2" - 28"	3170
72x612	Sing/Ft	2'11" x 20'8" x 7"	0.89 x 6.3 x 0.18	59.9 (5.6)	49.0 (5.0)	515 (234)	9/122	2" - 28"	3365
72x648	Sing/Ft	2'11" x 21'11" x 7"	0.89 x 6.66 x 0.18	63.4 (5.9)	51.9 (5.3)	545 (248)	9/129	2" - 28"	3560
72x684	Sing/Ft	2'11" x 23'1" x 7"	0.89 x 7.03 x 0.18	66.8 (6.3)	54.8 (5.6)	575 (261)	9/136	2" - 28"	3755
72x720	Sing/Ft	2'11" x 24'3" x 7"	0.89 x 7.4 x 0.18	70.3 (6.6)	57.6 (5.9)	605 (275)	9/144	2" - 28"	3950
108x72	Sing/Ft	4'2" x 2'8" x 7"	1.25 x 0.81 x 0.18	10.9 (1.0)	8.7 (0.9)	95 (44)	13/14	2" - 43"	630
108x108	Sing/Ft	4'2" x 3'11" x 7"	1.25 x 1.18 x 0.18	15.8 (1.5)	13.0 (1.2)	140 (64)	13/21	2" - 43"	970
108x144	Sing/Ft	4'2" x 5'1" x 7"	1.25 x 1.54 x 0.18	20.7 (1.9)	17.3 (1.7)	185 (84)	13/28	2" - 43"	1275
108x180	Sing/Ft	4'2" x 6'3" x 7"	1.25 x 1.91 x 0.18	25.6 (2.4)	21.6 (2.1)	230 (105)	13/36	2" - 43"	1585
108x216	Sing/Ft	4'2" x 7'6" x 7"	1.25 x 2.28 x 0.18	30.5 (2.9)	26.0 (2.4)	275 (125)	13/43	2" - 43"	1895
108x252	Sing/Ft	4'2" x 8'8" x 7"	1.25 x 2.64 x 0.18	35.5 (3.3)	30.3 (2.9)	320 (146)	13/50	2" - 43"	2200
108x288	Sing/Ft	4'2" x 9'11" x 7"	1.25 x 3.01 x 0.18	40.4 (3.8)	34.6 (3.3)	365 (166)	13/57	2" - 43"	2510
108x324	Sing/Ft	4'2" x 11'1" x 7"	1.25 x 3.37 x 0.18	45.3 (4.2)	38.9 (3.6)	410 (186)	13/64	2" - 43"	2815
108x360	Sing/Ft	4'2" x 12'3" x 7"	1.25 x 3.74 x 0.18	50.2 (4.7)	43.2 (4.1)	455 (207)	13/72	2" - 43"	3125
108x396	Sing/Ft	4'2" x 13'6" x 7"	1.25 x 4.1 x 0.18	55.1 (5.1)	47.6 (4.5)	500 (227)	13/79	2" - 43"	3430
108x432	Sing/Ft	4'2" x 14'8" x 7"	1.25 x 4.47 x 0.18	60.1 (5.6)	51.9 (4.8)	545 (248)	13/86	2" - 43"	3740
108x468	Sing/Ft	4'2" x 15'11" x 7"	1.25 x 4.84 x 0.18	65.0 (6.1)	56.2 (5.3)	590 (268)	13/93	2" - 43"	4050
108x504	Sing/Ft	4'2" x 17'1" x 7"	1.25 x 5.2 x 0.18	69.9 (6.5)	60.5 (5.7)	635 (289)	13/100	2" - 43"	4355
108x540	Sing/Ft	4'2" x 18'3" x 7"	1.25 x 5.57 x 0.18	74.8 (7.0)	64.8 (6.1)	680 (309)	13/108	2" - 43"	4665
108x576	Sing/Ft	4'2" x 19'6" x 7"	1.25 x 5.93 x 0.18	79.7 (7.4)	69.2 (6.5)	725 (329)	13/115	2" - 43"	4970
108x612	Sing/Ft	4'2" x 20'8" x 7"	1.25 x 6.3 x 0.18	84.7 (7.9)	73.5 (6.9)	770 (350)	13/122	2" - 43"	5280
108x648	Sing/Ft	4'2" x 21'11" x 7"	1.25 x 6.66 x 0.18	89.6 (8.3)	77.8 (7.3)	815 (370)	13/129	2" - 43"	5585
108x684	Sing/Ft	4'2" x 23'1" x 7"	1.25 x 7.03 x 0.18	94.5 (8.8)	82.1 (7.7)	860 (391)	13/136	2" - 43"	5895
108x720	Sing/Ft	4'2" x 24'3" x 7"	1.25 x 7.4 x 0.18	99.4 (9.3)	86.4 (8.1)	905 (411)	13/144	2" - 43"	6200
144 x 72	Sing/Ft	5'4" x 2'8" x 7"	1.62 x 0.81 x 0.18	14.1 (1.3)	11.6 (1.2)	125 (57)	18/14	2" - 57"	825
144x108	Sing/Ft	5'4" x 3'11" x 7"	1.62 x 1.18 x 0.18	20.4 (1.9)	17.3 (1.7)	185 (84)	18/21	2" - 57"	1215
144x144	Sing/Ft	5'4" x 5'1" x 7"	1.62 x 1.54 x 0.18	26.8 (2.5)	23.1 (2.3)	245 (112)	18/28	2" - 57"	1610

Office

Sun Valley



Prairie Eye Clinic



THE OFFICIAL
EYECARE
PARTNER

DAKTRONICS
GALAXY[®]
DISPLAYS

GALAXY[®]





THE DAKTRONICS DIFFERENCE

Whether purchasing an LED display for the first time, or updating your current sign, choosing a manufacturer should not be taken lightly. Daktronics is an engineering company with experience designing signs for all kinds of applications since 1968. Over the years, we've developed a legacy of cutting-edge, dependable products. Daktronics is also among the few sign manufacturers that make their products in the USA using globally sourced parts.

LEADING-EDGE GALAXY DISPLAYS

Our Galaxy® displays feature high resolution and contrast, working together to provide the best-looking available graphics and animations. Take advantage of the industry-leading reliability, simple installation and unparalleled service you can expect from Daktronics. Control your LED sign anywhere, anytime with cloud-based Venus Control Suite software.

QUALITY PARTS, QUALITY IMAGE

Each part that goes into our Galaxy displays is designed to provide exceptional, eye-catching brightness. Our displays have the highest contrast in the industry – from day, one through the life of the display.

MADE IN THE USA USING GLOBAL PARTS

Daktronics manufacturing processes start with the components and end with final assembly. We vet every supplier, test every component to its limits and beyond, and assemble our displays right here in the US.

Learn more about our process and see where we assemble our products. Scan the code below to watch the video.

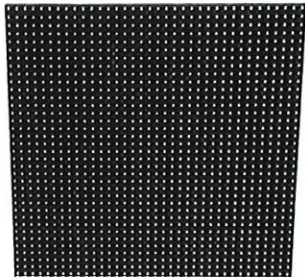
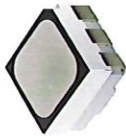
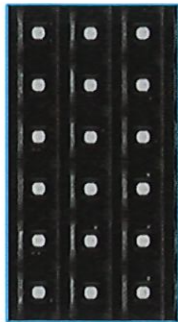


SCAN THE CODE
TO WATCH THE VIDEO!



GT6x SERIES

- Available pixel pitches: 6mm, 8mm and 10mm
- SMD (surface mount devices) allows outstanding color blending even at short viewing distances
- No color shift caused by LED shouldering means a wider viewing angle for your audience
- Graphics stand out even in direct sun, due to our high-contrast louver



THE RIGHT SIGN FOR YOU

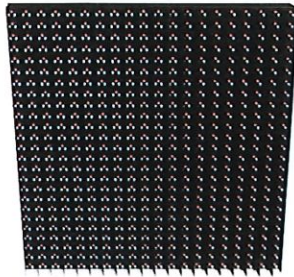
When it comes to choosing the best digital sign for your location, it is important to look at it from your customer's point of view. Signs with larger pixel pitches are generally viewed from farther away, such as from the road. Signs with smaller pixel pitches can show imagery and detail closeup, like at eye level. Finding the right balance between the pixel pitch, the placement of your sign and the physical size of the display is key.

25FT VIEWING DISTANCE



GS6 SERIES

- 15.85mm—more pixels for the tightest 10mm in the industry
- Available pixel pitches: 15.85mm and 19.8mm
- Full color, monochrome red, or monochrome amber
- Through-hole LEDs for longer viewing distance



OPTIMAL VIEWING DISTANCE

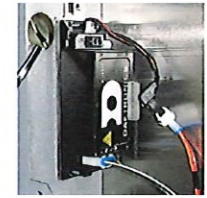


CHECK OUT A DEMO

Seeing is believing, which is why Daktronics provides onsite demonstrations. If you ever want to see a Galaxy sign at your site, contact us at [daktronics.com/livesdemo](https://bit.ly/livesdemo) and we'll let you try it in person.

In the meantime, we invite you to look at our virtual demo right here: <https://bit.ly/3q30E04>

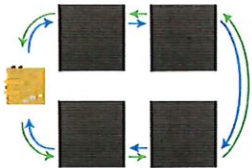
ENSURE DISPLAY PERFORMANCE



Galaxy displays feature completely sealed components, including the power supplies, modules, controller, power term, panel, fan and all connections. Plus, fewer connection points and the Daktronics controller increase dependability and reduce downtime.

MODULE REDUNDANCY

Our modules have two signal paths, allowing signal redundancy. If one signal is compromised, all the modules in that data path will still continue to function properly due to the redundant path. This assures that your message maintains readability.



SLEEK DESIGN ENHANCES YOUR BRAND



We designed the Galaxy display's stock cabinet to be aesthetically pleasing with narrow cabinet depth.



DEPENDABLE BY DESIGN

DESIGNED TO BE EFFICIENT

Our engineers created an energy-efficient display by combining the right brightness level with a high-contrast surface. Our LED displays are more efficient, demanding less energy to maintain the desired brightness. The louvers and ribbing on the module face also maximize LED efficiency, even in the brightest conditions. This means the display is saving you money every month.

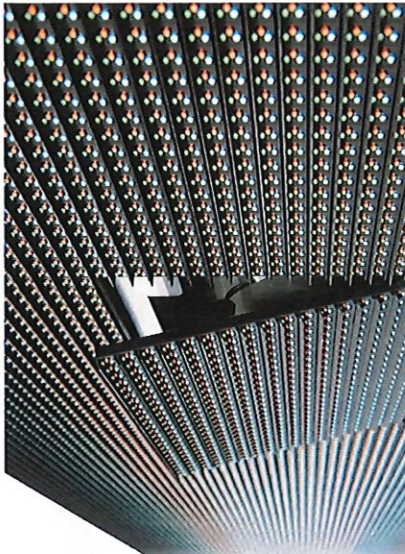
TESTED FOR RELIABILITY

Our technicians test every Daktronics product to its limits in our state-of-the-art reliability lab. Testing throughout development ensures a dependable final product.



SIMPLE INSTALLATION

At Daktronics, we design Galaxy displays for simple installation. No matter how large or small the display, its features help make lifetime fits up successful. Because it's so simple, it's also less disruptive for traffic – and your business.



VENUS CONTROL SUITE

ACCESS
**ANYWHERE,
ANYTIME,**
FROM ANY DEVICE



FEATURE-RICH CONTROL SOFTWARE

Our Galaxy displays pair with our control solution – Venus® Control Suite. This software combines functionality with a great user experience, making it handy and easy to use.

EASY ACCESS FROM ANY DEVICE

Venus Control Suite is a secure, cloud-based software that you don't need to download. Users can access it from any device with an internet connection—smartphones, tablets, laptops, desktops. We designed this software to give you an outstanding mobile experience.

FLEXIBLE EXPERIENCE FITS ANYONE

Venus Control Suite is intuitive and flexible to meet the needs of any level user. From basic to advanced, this system works for everyone.

SIMPLE CONTROL FOR EVERY DIGITAL SIGN

Venus Control Suite lets you control and schedule content on all LED and LCD digital signs. From outside to the point of purchase, the right signs can take customers through an exceptional buying journey, and this software makes it easy for you to control all your messaging.

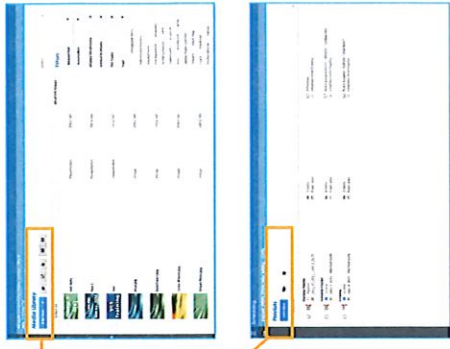
CREATE AND SCHEDULE CONTENT BEFORE DISPLAY INSTALLATION

As soon as you have an account, you can access the software and start creating content – even before your display ships! Drag and drop files directly into the MEDIA LIBRARY in one simple step.

Keep track of your content by using your own tagging descriptions. Streamlined PLAYLIST creation helps you quickly schedule your campaigns.

Check on your display any time. At a glance, the dashboard screen assures you the display is connected to the network. It shows thumbnail images of the content currently running on the display, too.

Updates are instantaneous, ensuring you always have access to the latest tools in the newest version – another way this cloud-based software makes your life easier.



VENUS CONTROL SUITE SOFTWARE HELPS YOU MAXIMIZE YOUR GALAXY DISPLAY WITH FEATURES LIKE THESE:

-  Multiple accounts management
-  Proof/play reports
-  Data feeds
-  IPANVS alerts



SERVICE THAT GOES ABOVE & BEYOND

No other LED display manufacturer has a better warranty and the financial stability to stand behind it. Doktronics provides more resources, more channels to request service and more ways for customers to find the information they need.

INDUSTRY-LEADING CUSTOMER SERVICE

Doktronics offers the most comprehensive field service team in the display industry.



ONSITE SERVICE

Factory-trained local technicians across the country



TECHNICAL SUPPORT

Live technicians available including nights and weekends



REMOTE ASSISTANCE

Troubleshoot software problems remotely for a quick resolution



MYSUPPORT

Customer portal gives you personal access to your account



ONLINE RESOURCES

Common questions and answers posted online



PRODUCT TUTORIALS

Online tutorials teach enhanced and special functions



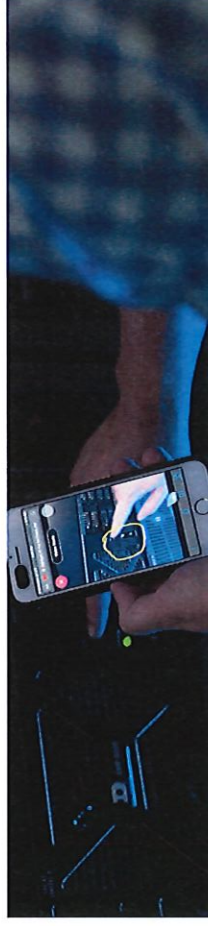
TRAINING

Comprehensive training for display operation available



PROTECTION PLANS

Service plan covering parts and labor cost



During a service call, you can share video of what's happening on your sign.

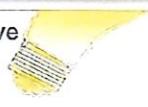
DAKTRONICS.COM/GALAXY

201 Daktronics Drive PO Box 5128 Brookings, SD 57006-5128
tel 888-325-7446 605-692-0200 ext. 57220 fax 605-692-0381
daktronics.com/commercial email sales@daktronics.com
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Lighting Maintenance Co.

2221 Bridge View Drive
Rapid City SD 57701



(P) 605-343-1386
(F) 605-343-1836

QUOTATION

DATE	QUOTE#
8/5/2024	31720

Name / Address

CITY OF SUMMERSET
7055 LEISURE LANE
SUMMERSET SD 57718

SALESPERSON

DD

DESCRIPTION

TOTAL

PER MIKE K. PROVIDE AND INSTALL NEW LED DISPLAY SIGNS AT THE CITY HALL OFFICE AND AT THE ENTRANCE TO THE SUN VALLEY SUB.

LOT PRICE TO PROVIDE AND INSTALL ONE NEW DOUBLE FACED SIGN AT THE CITY OFFICES. - Includes any and all applicable use taxes, labor, equipment, mileage, and disposal charges.

48,168.48

LOT PRICE TO PROVIDE "WEDGE" SHAPED MONUMENT SIGN WITH TWO NEW LED DISPLAY SIGNS INSTALLED AT THE EAST ENTRANCE TO THE SUN VALLEY SUB - Includes any and all applicable use taxes, labor, equipment, mileage, and disposal charges.

56,907.40

TOTAL

\$105,075.88

(P) 605-343-1386

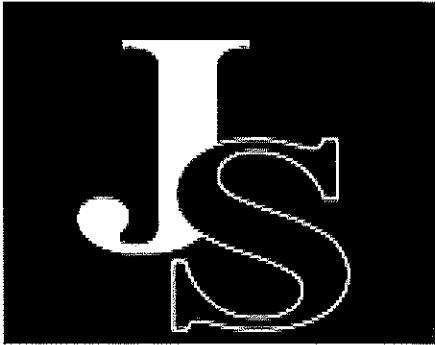
(F) 605-343-1836

Sales@solarsoundcorp.com

BY SIGNING TO THE RIGHT, PURCHASER ACCEPTS THE QUOTATION ABOVE AND AGREES TO PAY THE TOTAL PURCHASE PRICE STATED AND IN ACCORDANCE WITH THE TERMS ABOVE.

SIGNATURE _____

PRINTED NAME _____



JAMIE STEELE

Construction

Local, Licenced & Insured

QUOTE

Mike Kitzmiller
7273 Castlewood Dr
SUMMERSET SD 57718
USA

Date
12 Sep 2024
Expiry
19 Sep 2024
Quote Number
1024

Jamie Steele Construction
411 E. Watts Lane. Unit A
Rapid City, SD 57701

Description	Excise Tax	Amount USD
11-000, Demo Labor Remove existing stone work fro around the 8 posts.	2.049%	\$880.00
1-1, Material	2.049%	\$8,200.00
4, Framing Frame a box around the posts at 38 inches high.	2.049%	\$1,200.00
9-2, Stone Work	2.049%	\$6,314.88
Remove and dispose of waste	2.049%	\$150.00
	Subtotal	\$16,744.88
	Total Excise Tax	\$343.10
	TOTAL USD	\$17,087.98

Terms

- To secure your project slot and expedite the ordering of materials for a prompt project start, a 50% down payment will be required upon your execution of this agreement.
- Following this, Jamie Steele Construction will provide you with a comprehensive project schedule. This detailed timeline will outline the anticipated completion timeframe for each task and clearly define the expected payment instalments due upon successful completion of designated milestones. This ensures clear communication, project transparency, and a streamlined payment process.
- Please note that any deviations from the agreed-upon scope of work will require a written change order outlining the details and associated costs. Any change order must be approved and paid for in full before the additional work can commence.



Break-Fix Managed Service Agreement

This Break-Fix Managed Service Agreement (“*Agreement*”) is made and entered into as of 9/12/2024 , by and between City of Summerset, with its principal place of business at 7055 Leisure Ln, Summerset, SD 57718 (“*Client*”), and Evergreen Office Solutions, with its principal place of business at 811 Saint Joseph Street, Rapid City, SD 57701 (“*Service Provider*”).

1. Services Provided

The Service Provider agrees to provide the following break-fix network management services to the Client:

- Hardware and software diagnostics (PC, printers, peripherals, etc.)
- Network performance optimization (Wireless and wired)
- Camera system troubleshooting and support
- Door access control troubleshooting and support
- Server hardware and software maintenance
- Video Conference hardware support
- Emergency support and incident response

2. Service Hours

Services will be provided during the following hours:

- Regular Business Hours: Monday to Friday, 8 AM to 5 PM
- After Hours Support: Emergency Only

3. Response Time

The Service Provider will respond to service requests within the following timeframes:

- Regular Requests: Response with 4 hours
- Emergency Requests: Response within 1 hour

4. Fees and Payment

The Client agrees to pay the Service Provider the following fees for services rendered:

- Hourly Rate: \$129.00
- Emergency Rate: \$194.00
- Parts and Materials: Priced on an individual basis
- Payment Terms: Net 30 days

5. Term and Termination

This Agreement shall commence on 9/12/2024 and continue until terminated by either party with a 60-day written notice after 12-months. Either party may terminate this Agreement immediately for cause if the other party breaches any material term of this Agreement and fails to cure such breach within 30 days of receiving written notice of the breach.

6. Confidentiality

Both parties agree to keep confidential any proprietary or confidential information disclosed by the other party in connection with this Agreement and to use such information only for the purposes of performing their obligations under this Agreement.

7. Limitation of Liability

In no event shall either party be liable for any indirect, incidental, special, or consequential damages, including but not limited to loss of profits or revenue, arising out of or in connection with this Agreement, even if advised of the possibility of such damages. The total liability of either party for any claim arising out of or in connection with this Agreement shall not exceed the total amount paid by the Client to the Service Provider in the 12-month preceding the event giving rise to the claim.

8. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota.

9. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, and representations, whether oral or written.

10. Proposal Overview and Estimations

The Service Provider and the Client share equally the responsibility of defining the deliverables and communicating any discrepancies during the installation/execution of this proposal. Any requests for additional functionality (hardware, software or service) which are not explicitly named in this proposal will need to be proposed/billed separately. The Service Provider relies on its expertise and experience to estimate labor. In the event of a discrepancy, the actual value will be used for billing purposes.

11. Indemnification

The customer/client/agency agrees to indemnify, defend, and hold Newhouse Enterprises Inc., its subsidiaries, affiliates, successors, officers, directors and all employees harmless from any and all actions, causes of action, claims, demands, costs, liabilities, expenses, and damages asserted against any of them arising out of or in connection with any work performed while under this agreement. This indemnification is granted to Newhouse Enterprises Inc. with the requirement that Newhouse Enterprises Inc. and its employees and agents exercise reasonable judgment, conduct themselves professionally, and apply best practices and standards in all matters as they pertain to this agreement.

12. Non-Solicitation of Employees

The Client agrees that without expressed written consent, at all times while Client is employing the services of Service Provider, Client will not, directly or indirectly, whether individually or as an officer, director, employee, consultant, partner, stockholder, individual proprietor, joint venturer, investor, lender, consultant or any other capacity whatsoever: solicit, divert hire, retain (including as a consultant) or encourage to leave the employment or contract period of Service Provider and any employee or contractor of Service Provider.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Service Provider:

Evergreen Office Solutions

By: _____

Name: Andrew Newhouse

Title: Owner

Client:

City of Summerset

By: _____

Name:

Title:

**STATE OF SOUTH DAKOTA
JOINT POWERS
MAINTENANCE AND ENCROACHMENT AGREEMENT
BETWEEN
DEPARTMENT OF TRANSPORTATION,
MEADE COUNTY, CITY OF PIEDMONT AND
CITY OF SUMERSET**

This Agreement is made by and between the State of South Dakota, acting by and through its Department of Transportation, referred to in this Agreement as the "STATE," Meade County, referred to in this Agreement as "COUNTY", the city of Piedmont, South Dakota, and the city of Summerset, South Dakota, referred to jointly in this Agreement as "CITIES." The parties acknowledge and agree the city of Piedmont population is deemed to be 985 and the city of Summerset, South Dakota population is deemed to be 3,027 for purposes of this Agreement.

1. JOINT POWERS

This Agreement does not establish a separate legal entity as contemplated by SDCL §1-24-5. The cooperative undertaking described in this Agreement will be financed and conducted under the provisions of this Agreement by the COUNTY, CITIES and STATE. Each party has responsibilities under the terms of this Agreement and no joint board or administrator will be used. No real property will be purchased for use for this Agreement.

THE STATE, COUNTY AND CITIES MUTUALLY AGREE TO THE FOLLOWING:

2. TERM

The term of this Agreement will begin upon the last date of signature and will be perpetual.

3. STATE PROJECT

The STATE, COUNTY and the CITIES concur in the proposal for the new construction or improvement of streets identified by South Dakota Federal Aid Construction Project Number IM-CR 0901(187)44, PCN 034J, referred to in this Agreement as the "STATE PROJECT." The STATE PROJECT is located on Interstate 90 (I90), from east of Exit 44 to west of Exit 48, and Exit 46 (Elk Creek Road). The STATE PROJECT consists of grading, interchange reconstruction (Exit 46), and PCC surfacing.

4. CONTRACT PROCUREMENT

A. The STATE will design, advertise, let to contract, award, and be the contracting party for the STATE PROJECT.

B. The STATE will, as part of the STATE PROJECT:

- i. Construct a five-foot (5') wide sidewalk along Sturgis Road from Station 666+00 Lt. and ending at Station 677+75 Lt, referred to in this Agreement as the "SIDEWALK."
- ii. Construct a ten-foot (10') wide shared use path along Elk Creek Road from Station 500+35 to 520+95, referred to in this Agreement as the "SHARED USE PATH."

5. STATE RESPONSIBILITIES

As illustrated on **Exhibit A**, attached hereto and incorporated by reference:

A. The STATE will assume ownership on Elk Creek Road from Station 500+57 to Station 508+65, except within the Rapid City, Pierre and Eastern Railroad property.

- B. The STATE will be responsible for snow removal on Elk Creek Road between the interstate ramps from Station 502+40 to Station 507+80.
- C. The STATE will be responsible for maintaining the PCC surfacing on Elk Creek Road from Station 502+15 to Station 508+01.
- D. The STATE will be responsible for maintaining the bridge over the Rapid City, Pierre, and Eastern Railroad from State 508+01 to Station 508+65.
- E. The STATE will mow the right of way on Elk Creek Road from Station 502+15 to Station 508+01.

6. COUNTY RESPONSIBILITIES

As illustrated on Exhibit A:

- A. The COUNTY will assume ownership on Elk Creek Road from Station 508+65 to Station 527+56.14.
- B. The COUNTY will be responsible for all maintenance, except roadway lighting, on Elk Creek Road from Station 508+65 to Station 527+56.14.

7. CITY OF PIEDMONT RESPONSIBILITIES

As illustrated on Exhibit A:

- A. The city of Piedmont will assume ownership and maintenance of Spring Valley Road.
- B. The city of Piedmont will assume ownership and maintenance of Steakhouse Access Road.
- C. The city of Piedmont will operate and maintain the roadway lighting at the following locations:
 - i. I90 eastbound from Station 1063+20 to Station 1089+00;
 - ii. I90 westbound from Station 2060+40 to Station 2088+50;
 - iii. Ramp A from Station 107+30 to Station 119+10;
 - iv. Ramp D from Station 405+80 to Station 417+51; and,
 - v. Sturgis Road at the intersection of N 2nd Street (Station 608+88) and to Foothill Dr (Station 656+80).
- D. The city of Piedmont will be responsible for maintenance of the SIDEWALK on Sturgis Road beginning at Station 666+00 Lt. and ending at Station 677+75 Lt.
- E. The city of Piedmont will reimburse the STATE the actual cost of installing one (1) eighteen-inch (18") waterline PVC encasement pipe and one (1) fourteen-inch (14") sanitary sewer PVC encasement pipe under I90 at the following locations.
 - i. Waterline PVC encasement pipe: I90 eastbound at Station 1015+00 +/- and I90 westbound at Station 2013+70 +/-
 - i. Sanitary Sewer PVC encasement pipe: I90 eastbound at Station 1060+20 +/- and I90 westbound at Station 2060+80 +/-
- F. The estimated cost for the waterline PVC sleeve and sewer line PVC sleeve is Two Hundred Eighty-Eight Thousand Five Hundred-Fifty Dollars (\$288,550.00). The actual costs will be based on final bids and quantities. The CITY will pay the STATE within thirty days (30) of receipt of billing.

8. CITY OF SUMMERSET RESPONSIBILITIES

- A. The city of Summerset will operate and maintain the roadway lighting at the following locations:
- i. 190 eastbound from Station 1089+00 to Station 1114+50;
 - ii. 190 westbound from Station 2088+50 to Station 2119+51;
 - iii. Ramp B from Station 200+40 to Station 212+20;
 - iv. Ramp C from Station 300+40 to Station 312+70; and,
 - v. Elk Creek Road at the intersection of Sturgis Road (Station 500+57 Rt.) and to the intersection of East Hills View Drive (Station 520+80 Rt.).
- B. The city of Summerset will be responsible for maintenance of the SHARED USE PATH on Elk Creek Road from the intersection of Sturgis Road (Station 500+35.39) and to the intersection of East Hills View Drive (Station 520+95.68).

9. RESPONSIBILITIES FOR SIDEWALK AND SHARED USE PATH

- A. As noted in the sections for 7.D. and 8.B, the CITIES will be responsible for the maintenance of the SIDEWALK and SHARED USE PATH, which includes, but is not limited to:
- i. Mowing adjacent to the SIDEWALK and SHARED USE PATH;
 - ii. Snow and ice removal from the SIDEWALK and SHARED USE PATH, including any necessary hauling of snow that has been removed from the SIDEWALK and SHARED USE PATH, all in accordance with the CITIES' policies and practices;
 - iii. Surface maintenance and replacement of SIDEWALK and SHARED USE PATH due to removal of snow with equipment; and,
 - iv. Debris and litter removal.
- B. The STATE will be responsible for the future major improvements to include, but not limited to, rehabilitation or resurfacing from the intersection of Sturgis Road (approximate Station 500+35) to north of the bridge over the railroad (approximate Station 508+90).
- C. The CITIES will be solely responsible for any damages to the SIDEWALK and SHARED USE PATH, including, but not limited to, damages as a result of traffic accident impact and vandalism.
- D. The CITIES will assume all risk of loss or damage to the SIDEWALK and SHARED USE PATH, however caused, resulting directly or indirectly, by reasons of the construction, repair, replacement, maintenance, removal, or use of the SIDEWALK and SHARED USE PATH, and releases the STATE from any and all liability on account of such loss or damage, whether or not the negligence of the STATE contributed to this loss or damage in whole or in part.
- E. The CITIES will be responsible for any injury or property damage suffered by any user of the SIDEWALK and SHARED USE PATH traveling through or within the STATE'S right of way.
- F. The STATE may, at any time, revoke this Agreement and notify the CITIES that the CITIES must remove or permit the removal of the SIDEWALK or SHARED USE PATH from the right-of-way by a date certain. Removal of the SIDEWALK or SHARED USE PATH will consist of removing the sidewalk and back-filling the disturbed area to maintain or restore adequate stability. If revocation of this Agreement is due to a proposed change in the highway, the STATE will give the CITIES at least ninety (90) days' written notice of the need to remove the SIDEWALK or SHARED USE PATH. Upon notification from the STATE that the SIDEWALK or SHARED USE PATH must be removed, the CITIES will, at the CITIES' sole cost and expense, remove the SIDEWALK or SHARED USE PATH from the right-of-way no later than the date designated by the STATE. The CITIES will not be entitled to any compensation of any kind for removal of the SIDEWALK or SHARED USE PATH from the right-of-way. If the CITIES do not remove the SIDEWALK or SHARED USE PATH by the designated deadline, the STATE may remove and dispose of the SIDEWALK or SHARED USE PATH. The parties agree that removal of the SIDEWALK or SHARED USE PATH from the right-of-way may entail removal of those portions

of the SIDEWALK or SHARED USE PATH which do not occupy the right-of-way. The CITIES will hold the STATE, its employees, officers, agents, and contractors, harmless for any damage to the SIDEWALK or SHARED USE PATH, including any portion of the SIDEWALK or SHARED USE PATH which does not occupy the right-of-way, and for any damage to the CITIES' property.

10. ENCROACHMENTS

The CITIES will enforce the following prohibitions against encroachments in the public right-of-way on the STATE PROJECT and on the state trunk highway system within the CITIES' jurisdictional limits:

- A. All encroachments on or above the right-of-way will be prohibited unless specifically permitted by the STATE.
- B. The use of the right-of-way by owners or lessees of abutting property for the storage of vehicles, placement of portable signs, or other private use will be prohibited.
- C. Where the highway passes through established business districts and the buildings are at the property line and are continuous or very closely spaced, encroachments overhanging the right-of-way will be prohibited except under the following conditions:
 - i. Awnings, canopies, marquees, and similar installations on buildings will be permitted to remain in place until such time that they become functionally or structurally obsolete, provided that the edge of such encroachment be not less than three feet (3') back from the face of the curb;
 - ii. Advertising or other similar signs which are less than three feet (3') back from the face of the curb and are supported wholly from the front of the building will be permitted to remain in place until such time that they become functionally or structurally obsolete, provided that the bottom of such encroachment be not less than fourteen and a half feet (14.5') above the curb elevation;
 - iii. The replacement of obsolete or the installation of new awnings, canopies, marquees, advertising signs, or similar installations supported wholly from the building will be permitted provided that no part of the encroachment is less than three feet (3') back from the face of the curb and eight feet (8') above the curb elevation; and
 - iv. In the event the encroachments referred to in subparagraphs C. i., ii., and iii., above, by reason of color or placement, obscure or in any way detract from the effectiveness of the highway signs, traffic signals, pedestrian safety, or interfere with the free or safe flow of the traffic, the CITIES will cause the removal of such encroachments or take appropriate measures to improve highway signs or traffic signals and traffic safety.
 - v. The provisions of subparagraphs C. i., ii., iii., and iv., above, do not apply to isolated business or commercial buildings in outlying areas.
 - vi. Where there are encroachments of long standing which will in no way impair the highway operation or interfere with the free and safe flow of traffic and, in the opinion of the STATE, the immediate removal would impose unreasonable hardship, the STATE may, at its discretion, permit the encroachment to remain for a specific period. This permission is subject to revocation or extension at the STATE'S discretion.
- D. On Federal Aid Projects, no encroachments will be permitted except in conformance with 23 CFR 1.23.

11. UTILITIES

The CITIES will control the location and maintenance of utilities within the CITIES' right-of-way so as not to impair the free flow of traffic and to provide maximum safety to the traveling public.

12. SPEED LIMITS

The CITIES will not designate a speed limit within the STATE PROJECT or on the remaining state trunk highway system within the CITIES' jurisdictional limits. The CITIES will request any change in the speed limit and the STATE will consider such change, after appropriate engineering and traffic investigations have been made.

13. PARKING

The CITIES will enforce the prohibition of all parking, standing, and stopping in the traffic lanes on the STATE PROJECT and on the state trunk highway system within the CITIES' jurisdictional limits in accordance with South Dakota State Codified Laws ch. 32-30. The CITIES will establish parking prohibitions along the CITIES' streets within the STATE PROJECT if parking becomes a safety concern or hindrance.

The CITIES further agrees where curbs are not installed and are not to be installed under the proposed improvement, the curbs, when proposed to be constructed in the future, will be at a lateral distance approved by the STATE. The CITIES will be responsible for installation and financial obligations of any future constructed curbs.

14. ACCESS

The CITIES will not allow access to the state trunk highway system within the CITIES' jurisdictional limits without the STATE'S or the STATE'S authorized representative's prior written approval.

15. LIGHTING

When a roadway lighting system or flashing beacon system is installed on any street within the STATE PROJECT or on any portion of the state trunk highway system within the CITIES' jurisdictional limits, the CITIES will provide electrical power necessary to operate the system and will provide all necessary maintenance and replacements, in kind, of all parts, poles, and apparatus of said system, to ensure the continuing operation of said system until such time as the parties to this Agreement will agree to discontinue the operation of the said system. The CITIES will be responsible for replacement of poles which may be damaged due to weather or by vehicle crashes.

Prior to changing the operation parameters of any flashing beacon on a state highway route, including, but not limited to, flash rate, light intensity, number and location of displays, and hours or days of operation, from those originally set or currently approved by the STATE, the CITIES will submit, in writing, the necessary data and proposed changes to the Department of Transportation Area Office. The CITIES will not make any changes without the approval of that office.

Unless explicitly authorized elsewhere in this Agreement, the CITIES will obtain written approval from the STATE'S Area Engineer prior to attachment of banners, signs, or other appurtenances to the light poles.

16. SIGNALS

If a signal system is installed on any portion of the STATE PROJECT that is also within the CITIES' municipal boundaries, such signal system will be subject to the terms of a separate agreement between the parties entitled "Maintenance Agreement Between a Local Government Authority and the State of South Dakota for Traffic Signals on State Highway System." If such agreement has not already been executed by the parties, it will be executed simultaneously with this Agreement, provided there are signal systems within the STATE PROJECT or along the state trunk highway system within the

CITIES' jurisdictional limits.

17. GENERAL CITY MAINTENANCE

The CITIES will be responsible for providing timely maintenance of the STATE PROJECT and the remaining state trunk highway system within the municipal boundaries of the CITIES and any future expansions of the CITIES' municipal boundaries. The CITIES' maintenance responsibilities will include, but are not limited to:

- A. Debris and litter removal;
- B. Maintenance, repair, and replacement of sidewalks and curb ramps, including detectable warnings, in accordance with the Americans with Disabilities Act;
- C. Snow and ice removal from roadways and sidewalks, if the CITIES' population are deemed to be 2500 or more;
- D. Snow and ice removal from sidewalks and parking areas, if the CITIES' population are deemed to be less than 2500, with the STATE having responsibility for plowing snow and ice from driving lanes and shoulders;
- E. Any necessary hauling of snow, including snow plowed by the STATE from driving lanes and shoulders;
- F. Surface maintenance and replacement of sidewalks due to removal of snow by the CITIES' with equipment;
- G. Roadway sweeping, except that the STATE will be responsible for roadway sweeping if the CITIES' population is deemed to be less than 2500;
- H. Maintenance of rural section drainage;
- I. Cleaning, repair, and replacement of storm sewers and drop inlets, including any frames and grates, except that the STATE will be responsible for replacement of storm sewers and drop inlets, including any frames and grates, if the CITIES' population is deemed to be less than 2500;
- J. Vegetation and weed management of boulevards, split medians, raised medians, and other areas where undesirable vegetation exists; All right-of-way vegetation and weed management within curb and gutter sections;
- K. Maintenance of stamped or colored concrete, trees, flowers, decorative plants, and watering systems in boulevards, split medians, raised medians, and other areas within the right-of-way; and
- L. All repairs or maintenance of the STATE'S right-of-way, including the driving surface, related to or necessitated by the CITIES' installation, repair, or maintenance of utilities.

18. PAVEMENT MARKING MAINTENANCE

If the CITIES are deemed to have a population of 2500 or more, the CITIES will be responsible for maintaining the applicable pavement markings from the following list, at the original location on the STATE PROJECT and on the state trunk highway system, within the CITIES municipal boundaries and any future expansions of the CITIES municipal boundaries:

- A. Stop and Yield lines;
- B. Crosswalks;
- C. Word message pavement markings, including but not limited to "PED XING," "SCHOOL XING," "LANE," and "RXR";
- D. Parking space markings;
- E. Speed measurement markings;
- F. Curb marking; and,
- G. Accessibility parking space marking.

All pavement markings for which the CITIES are responsible will be maintained in the same manner, dimensions, and locations as originally established by the STATE, so long as the same is in accordance with the most recent version of the federal Manual on Uniform Traffic Control Devices (MUTCD).

The STATE will maintain all other pavement markings on the state trunk highway system which are not identified above as a CITIES responsibility. The parties understand and agree that if the CITIES are deemed to have a population of less than 2500, the STATE will be responsible for all pavement markings on the state trunk highway system.

19. SIGN MAINTENANCE

If the CITIES is deemed to have a population of 2500 or more, the CITIES will be responsible for maintaining the following signs at the locations and on supports as originally installed on the STATE PROJECT and on the remaining state trunk highway system within the CITIES municipal boundaries and any future expansions of the CITIES municipal boundaries:

- A. Stop signs (R1-1) on CITIES' routes approaching the state trunk highway system;
- B. Yield signs (R1-2) on CITIES' routes approaching the state trunk highway system;
- C. Parking, standing, and stopping signs (R7 and R8 series);
- D. Truck route signing (R14-1 series);
- E. Street name sign (D3-1);
- F. Advance street name signs (D3-2);
- G. Parking area sign (D4-1);
- H. Park and ride sign (D4-2);
- I. Evacuation route sign (EM-1);
- J. Area closed signs (EM-2);
- K. Traffic control point sign (EM-3);
- L. Maintain top safe speed sign (EM-4);
- M. Road (Area) use permit required for thru traffic sign (EM-5);
- N. Emergency aid center signs (EM-6 series);
- O. Shelter directional signs (EM-7 series); and,
- P. Dynamic engine brake signs.

All signs for which the CITIES are responsible will be installed and thereafter maintained by the CITIES in accordance with the most recent version of the federal MUTCD, unless otherwise directed by the STATE.

If the CITIES are deemed to have a population of 2500 or more, the CITIES will also be responsible for installation and maintenance of all Emergency Snow Route (R7-203) signs as deemed necessary on the STATE PROJECT and on the remaining state trunk highway system within the CITIES' municipal boundaries and any future expansions of the CITIES' municipal boundaries. The signs will be installed on steel supports that meet the requirements of National Cooperative Highway Research Program (NCHRP) 350. The locations of the signs must be approved by the STATE prior to installation. The CITIES' will keep an inventory of all signs installed and maintained by the CITIES' pursuant to this Agreement, and the CITIES' will provide a copy of said inventory to the STATE upon request.

The STATE will install and maintain all other signs on the state trunk highway system which are not identified above as a CITIES' responsibility. The parties understand and agree, however, if the CITIES are deemed to have a population of less than 2500, the STATE will be responsible for all sign installation and maintenance on the state trunk highway system.

20. STATE REPAIRS – DRIVING SURFACE

The STATE will be responsible for repair of the driving surface for the STATE PROJECT and the remaining state trunk highway system within the CITIES' municipal boundaries. For sections of roadway with curb and gutter on opposite sides of the roadway, the STATE'S responsibility will extend from back of curb to back of curb. For sections of roadway with curb and gutter on only one side of the roadway, the STATE'S responsibility will extend from the back of any existing curb to the edge of the finished roadway. For sections of roadway with no curb and gutter, the STATE'S responsibility will extend from the edge of

the finished roadway to the edge of the finished roadway. Surface repair work to be performed by the STATE will include joint sealing, joint repair, concrete pavement repair, repair of concrete curb and gutter, chip sealing, pothole repair, patching, crack sealing, and shoulder repairs. CITIES will, however, be solely responsible for any work related to or necessitated by the CITIES' installation, repair, or maintenance of utilities.

21. TEMPORARY TRAFFIC CONTROL

The CITIES will adhere to Part 6 of the federal MUTCD concerning temporary traffic control when completing maintenance work activities on the state trunk highway system.

22. INDEMNIFICATION

The COUNTY and CITIES will indemnify the STATE, its officers, agents, and employees against any and all actions, suits, damages, liability, or other proceedings that arise as a result of the COUNTY'S or CITIES' respective performance under this Agreement. This section does not require the COUNTY or CITIES to be responsible for or defend against claims or damages arising solely from errors or omissions of the STATE, its officers, agents, or employees.

23. EQUAL EMPLOYMENT OPPORTUNITY

In connection with the execution of this Agreement, the COUNTY and CITIES will not discriminate against any employee, or applicant for employment, because of race, religions, color, sex, disability, or national origin. Such actions will include but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment, or advertising, layoff or termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship. The COUNTY and CITIES will provide services in compliance with the Americans With Disabilities Act of 1990, and any amendments.

24. AMENDMENT

This Agreement may not be amended, except in writing, which writing will be expressly identified as a part of this Agreement and must be signed by an authorized representative of each of the parties.

25. CERTIFICATION REGARDING LOBBYING

The COUNTY and CITIES certify, to the best of the COUNTY and CITIES' respective knowledge and belief, that no federal appropriated funds have been paid or will be paid, by or on behalf of the COUNTY or CITIES, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any of the above-mentioned parties, the COUNTY and CITIES will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The COUNTY and CITIES will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients will certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 or each such failure.

26. EMPLOYEE STATUS

Any officer, employee, or agent engaged in joint action under this Agreement will remain an employee with his or her agency during participation in joint action under this Agreement. Each agency will retain exclusive responsibility for its officers, agents, and employees while these officers, agents, and employees are engaged in joint action under this Agreement, including but not limited to responsibility for regular and overtime wages and salaries, unemployment benefits, workers' compensation coverage, health insurance, or other benefits, and liability coverage and indemnity, except as otherwise specifically provided in this Agreement.

27. CERTIFICATION OF NO PROHIBITED STATE LEGISLATOR INTEREST

The COUNTY and CITIES (i) understands neither a state legislator nor a business in which a state legislator has an ownership interest may be directly or indirectly interested in any contract with the State that was authorized by any law passed during the term for which that legislator was elected, or within one year thereafter, and (ii) has read South Dakota Constitution Article 3, Section 12 and has had the opportunity to seek independent legal advice on the applicability of that provision to this Agreement. By signing this Agreement, the COUNTY and CITIES hereby certifies that this Agreement is not made in violation of the South Dakota Constitution Article 3, Section 12.

28. SIGNATURE AUTHORITY

The COUNTY has designated its Highway Superintendent as the COUNTY'S authorized representative and has empowered the Highway Superintendent with the authority to sign this Agreement on behalf of the COUNTY. A copy of the COUNTY'S Commission or Council minutes or resolution authorizing the execution of this Agreement by the Mayor as the COUNTY'S authorized representative is attached to this Agreement as **Exhibit B**.

The CITIES have designated their respective Mayors as the CITYIES' authorized representatives and has empowered its Mayors with the authority to sign this Agreement on behalf of the CITY. A copy of the CITIES' Commission or Council minutes or resolution authorizing the execution of this Agreement by the Mayor as the CITIES' authorized representative is attached to this Agreement as **Exhibit C** for the city of Piedmont and **Exhibit D** for the city of Summerset.

(Signature pages follow.)

By signature of their representatives below, each party certifies that approval of this Agreement by ordinance, resolution, or other appropriate means has been obtained by that party's governing body or officer pursuant to SDCL § 1-24-3 and § 1-24-6.

Meade County, South Dakota

State of South Dakota
Department of Transportation

By: [Signature]

By: _____

Printed Name: Troy Eastman

Joel M. Jundt

Its: Highway Superintendent

Its: Department Secretary

Date: 9-10-24

Date: _____

Attest:

Approved as to Form:

By: [Signature]

By: /s/ Dustin W. DeBoer

Printed Name: Rhea Crane

Printed Name: Dustin W. DeBoer

County Auditor/Clerk

Special Assistant Attorney General

(COUNTY SEAL)



(City of Piedmont signature page follows.)

City of Piedmont, South Dakota

By: _____

Printed Name: _____

Its: President

Date: _____

Attest:

By: _____

Printed Name: _____

City Auditor/Clerk

(CITY SEAL)

(City of Summerset signature page follows.)

City of Summerset, South Dakota

By: _____

Printed Name: _____

Its: Mayor

Date: _____

Attest:

By: _____

Printed Name: _____

City Auditor/Clerk

(CITY SEAL)

RECEIVED

SEP 5 2024

APPLICATION AND CERTIFICATE FOR PAYMENT

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

PROJECT: Summerset WWTP Expansion

APPLICATION No. #18

PERIOD TO: 08/29/24
PROJECT NOS.: 202257

BY: _____

DISTRIBUTION TO:	OWNER	X
	ARCHITECT	
	CONTRACTOR	
	ENGINEER	

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

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

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1 ORIGINAL CONTRACT SUM	\$ 10,322,000.00
2 Net Change by Change Orders	\$ 37,148.66
3 CONTRACT SUM TO DATE (Line 1 +/- 2)	\$ 10,359,148.66
4 TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 10,359,148.66

5 RETAINAGE on COMPLETED WORK:

Retainage for Punch List	\$ 10,000.00
6 TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$ 10,349,148.66

7 LESS PREVIOUS CERTIFICATES FOR PAYMENT

(Line 6 from prior Certificate)	\$ 95,169.91
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8 CURRENT PAYMENT DUE

(Line 3 less Line 6)	\$ 10,000.00
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The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that payment shown herein is now due.

CONTRACTOR:

By: Bob Conway Date: August 29, 2024

State of: South Dakota
County of: Pennington
Subscribed and sworn to before me this 29th day of August, 2024
Notary Public: Stephen A. Williams
My Commission expires: March 16, 2028

Payment of: \$ 95,169.91
(Line 8 or other - attach explanation of the other amount)

is recommended by: [Signature] (Engineer) 9/5/24 (Date)

Payment of: \$ _____
(Line 8 or other - attach explanation of the other amount)

is approved by: _____ (Owner) _____ (Date)

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

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	27,976.75	0.00
Total approved this Month	9,169.91	0.00
TOTALS	37,148.66	0.00
NET CHANGES by Change Order		37,148.66

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

A DIV. NO.	B DESCRIPTION OF WORK Summit/WWTTP Expansion	C SCHEDULED VALUE	D WORK COMPLETED		E COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D.O.R.E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G/C)	I BALANCE TO FINISH (C-G)
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
1	Mobilization	\$ 150,000.00	\$ 150,000.00	\$ -	\$ -	\$ -	\$ 150,000.00	100.0%	\$ -
2	Demobilization	\$ 27,000.00	\$ 27,000.00	\$ -	\$ -	\$ -	\$ 27,000.00	100.0%	\$ -
3	Bonds & Insurance	\$ 150,000.00	\$ 150,000.00	\$ -	\$ -	\$ -	\$ 150,000.00	100.0%	\$ -
5	Submittals	\$ 125,000.00	\$ 125,000.00	\$ -	\$ -	\$ -	\$ 125,000.00	100.0%	\$ -
6	General Conditions	\$ 200,000.00	\$ 200,000.00	\$ -	\$ -	\$ -	\$ 200,000.00	100.0%	\$ -
7	SBR Foundation Slab and Excavation	\$ 1,700,000.00	\$ 1,700,000.00	\$ -	\$ -	\$ -	\$ 1,700,000.00	100.0%	\$ -
8	SBR Walls, Elevated Slabs	\$ 750,000.00	\$ 750,000.00	\$ -	\$ -	\$ -	\$ 750,000.00	100.0%	\$ -
9	Site and Misc. Concrete	\$ 50,000.00	\$ 50,000.00	\$ -	\$ -	\$ -	\$ 50,000.00	100.0%	\$ -
10	Greenhouse	\$ 800,000.00	\$ 800,000.00	\$ -	\$ -	\$ -	\$ 800,000.00	100.0%	\$ -
11	Furnish and Installation of Process Equipment & Piping	\$ 2,700,000.00	\$ 2,700,000.00	\$ -	\$ -	\$ -	\$ 2,700,000.00	100.0%	\$ -
12	Mechanical	\$ 350,000.00	\$ 350,000.00	\$ -	\$ -	\$ -	\$ 350,000.00	100.0%	\$ -
13	Electrical	\$ 2,645,000.00	\$ 2,645,000.00	\$ -	\$ -	\$ -	\$ 2,645,000.00	100.0%	\$ -
14	High Performance Coatings	\$ 30,000.00	\$ 30,000.00	\$ -	\$ -	\$ -	\$ 30,000.00	100.0%	\$ -
15	Demolition/Removals	\$ 35,000.00	\$ 35,000.00	\$ -	\$ -	\$ -	\$ 35,000.00	100.0%	\$ -
16	Seeding/Erosion Control	\$ 10,000.00	\$ 10,000.00	\$ -	\$ -	\$ -	\$ 10,000.00	100.0%	\$ -
17	Site Blower Piping	\$ 140,000.00	\$ 140,000.00	\$ -	\$ -	\$ -	\$ 140,000.00	100.0%	\$ -
18	Site Process Piping	\$ 185,000.00	\$ 185,000.00	\$ -	\$ -	\$ -	\$ 185,000.00	100.0%	\$ -
19	Misc Site Utilities	\$ 20,000.00	\$ 20,000.00	\$ -	\$ -	\$ -	\$ 20,000.00	100.0%	\$ -
20	Site Grading/Restoration	\$ 255,000.00	\$ 255,000.00	\$ -	\$ -	\$ -	\$ 255,000.00	100.0%	\$ -
21	Change Order #02 (\$10,857.49)	\$ 384.03	\$ 384.03	\$ -	\$ -	\$ -	\$ 384.03	100.0%	\$ -
22	- Cost Proposal #02: Reed Bed Drain Pipe Revision	\$ 10,473.46	\$ 10,473.46	\$ -	\$ -	\$ -	\$ 10,473.46	100.0%	\$ -
23	- Cost Proposal #03: Add Three Access Hatches								
24	Change Order #03 (\$17,121.26)								
25	- Cost Proposal #04: Sludge Loadout Revisions	\$ 8,699.51	\$ 8,699.51	\$ -	\$ -	\$ -	\$ 8,699.51	100.0%	\$ -
26	- Cost Proposal #05: Replace Electrical Room Door	\$ 4,264.94	\$ 4,264.94	\$ -	\$ -	\$ -	\$ 4,264.94	100.0%	\$ -
27	- Cost Proposal #06: Culvert Extensions	\$ 2,138.23	\$ 2,138.23	\$ -	\$ -	\$ -	\$ 2,138.23	100.0%	\$ -
28	- Cost Proposal #07: Abandon and Seal Old Duct	\$ 2,018.58	\$ 2,018.58	\$ -	\$ -	\$ -	\$ 2,018.58	100.0%	\$ -
29	Change Order #04 (\$9,169.91)								
30	- Cost Proposal #08: SCADA Tag Count Upgrade	\$ 4,637.08	\$ 4,637.08	\$ -	\$ -	\$ -	\$ 4,637.08	100.0%	\$ -
31	- Cost Proposal #09: Various Revisions	\$ 4,532.83	\$ 4,532.83	\$ -	\$ -	\$ -	\$ 4,532.83	100.0%	\$ -
32		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -
33		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -
SUBTOTALS		\$ 10,359,148.66	\$ 10,349,578.75	\$ 9,169.91	\$ -	\$ -	\$ 10,359,148.66	100.00%	\$ 0.00

CITY OF SUMMERSET

RESOLUTION 2024-16

**RESOLUTION TO ESTABLISH CAPITAL OUTLAY FOR
STREET IMPROVEMENTS**

WHEREAS, the City of Summerset, Meade County, a South Dakota Municipal Corporation, has the authority to enforce all statutes and ordinances within its corporate boundaries, and to pass resolutions regarding policies and procedures; and

WHEREAS, it the City of Summerset's duty to protect the health, safety, and general welfare of its citizens; and

WHEREAS, the City of Summerset is authorized to maintain and improve municipal streets within its corporate boundaries; and

WHEREAS, pursuant to SDCL 9-21-14.1 the governing body of a municipality may by resolution authorized the accumulation of funds for a period longer than one (1) year for specific capital outlay purposes otherwise authorized by law. Capital outlay purposes means purposes which result in the acquisition or additions to equipment and street improvement for ~~Siouxland Dr., Brighton St., Glenwood Dr., Breckenridge St., or other streets deemed in need of repair~~ as deemed necessary and

WHEREAS, the governing body of the municipality shall establish a maximum amount allowed to be accumulated in the fund; and

WHEREAS, pursuant to SDCL 9-21-14.2 said Resolution shall be enacted by a two-thirds (2/3) vote of the governing body and shall set forth clearly the purposes for which the funds are to be accumulated and the maximum amount that may be accumulated, and that any funds so accumulated shall be expended within eighty-four months from the date of the resolution. If the specific purposes for which the funds are accumulated are deemed no longer necessary, these funds shall revert to the general fund.

NOW THEREFORE BE IT RESOLVED that the City of Summerset Board of Commissioners does hereby establish for the 2024 budget purposes a capital outlay for street improvements within the municipal boundaries of the City of Summerset.

IT IS FURTHER RESOLVED, that the maximum amount that may be accumulated for this capital outlay is (\$1,500,000.00); and

IT IS FURTHER RESOLVED, that a minimum of Two Hundred fifty thousand dollars (\$250,000.00) will be set aside and budgeted ~~on the capital outlay line of the Budget Ordinance~~ for in a Capital Projects Fund for seven (7) years starting with year 2024, 2025, 2026, 2027, and 2028 ~~and will remain on the capital outlay line for the next seven (7) years~~ intended for street improvement projects. If the specific purpose for which the funds are accumulated are deemed no longer necessary, at any time, or are not expended within the next seven (7) years these funds shall revert to the general fund in accordance with SDCL 9-21-14.2

Dated this ____ day of _____, 2024.

ATTEST:

Brielle Schrock
Finance Officer

Mike Kitzmiller
Mayor

CITY OF SUMMERSET

RESOLUTION 2023-12

**RESOLUTION TO ESTABLISH CAPITAL OUTLAY FOR
STREET IMPROVEMENTS**

WHEREAS, the City of Summerset, Meade County, a South Dakota Municipal Corporation, has the authority to enforce all statutes and ordinances within its corporate boundaries, and to pass resolutions regarding policies and procedures; and

WHEREAS, it the City of Summerset's duty to protect the health, safety, and general welfare of its citizens; and

WHEREAS, the City of Summerset is authorized to maintain and improve municipal streets within its corporate boundaries; and

WHEREAS, pursuant to SDCL 9-21-14.1 the governing body of a municipality may by resolution authorized the accumulation of funds for a period longer than one (1) year for specific capital outlay purposes otherwise authorized by law. Capital outlay purposes means purposes which result in the acquisition or additions to equipment and street improvement for Siouxland Dr., Brighton St, Glenwood Dr., Breckenridge St., or other streets deemed in need of repair and

WHEREAS, the governing body of the municipality shall establish a maximum amount allowed to be accumulated in the fund; and

WHEREAS, pursuant to SDCL 9-21-14.2 said Resolution shall be enacted by a two-thirds (2/3) vote of the governing body and shall set forth clearly the purposes for which the funds are to be accumulated and the maximum amount that may be accumulated, and that any funds so accumulated shall be expended within eighty-four months from the date of the resolution. If the specific purposes for which the funds are accumulated are deemed no longer necessary, these funds shall revert to the general fund.

NOW THEREFORE BE IT RESOLVED that the City of Summerset Board of Commissioners does hereby establish for the 2023 budget purposes a capital outlay for street improvements within the municipal boundaries of the City of Summerset.

IT IS FURTHER RESOLVED, that the maximum amount that may be accumulated for this capital outlay is (\$1,500,000.00); and

IT IS FURTHER RESOLVED, that a minimum of Two Hundred fifty thousand dollars (\$250,000.00) will be set aside and budgeted on the capital outlay line of the Budget Ordinance

for the year 2024, 2025, 2026, 2027, and 2028 and will remain on the capital outlay line for the next seven (7) years intended for street improvement projects. If the specific purpose for which the funds are accumulated are deemed no longer necessary, at any time, or are not expended within the next seven (7) years these funds shall revert to the general fund in accordance with SDCL 9-21-14.2

Dated this 19th day of October, 2023.

ATTEST:

Stephany Baumeister
Finance Officer

Melanie Torno
Mayor

Published once 10/28/2023 for the total approximate cost of \$57.12.

ORDINANCE 2024-12
AMENDING SUBSECTIONS 153.045, 153.046, 153.048, 153.049, 153.051, 153.052, 153.053,
153.054, 153.057, and 153.059.

BUILDING INSPECTOR AND BUILDING PERMITS

§ 153.045 ESTABLISHMENT OF THE OFFICE OF THE BUILDING INSPECTOR.

There shall be designated by the Board of Commissioners a Building Inspector who shall perform those duties and hold such authority as herein set forth. The Board of Commissioners may designate any number of assistant Building Inspectors that the Board of Commissioners may deem necessary to carry out the duties of the office of Building Inspection. The person designated as the City Engineer shall automatically be designated as an assistant Building Inspector. By way of these Ordinances, the Planning Department of the City of Summerset shall also have the authority to act pursuant to the terms of these ordinances and to enforce the same.

§ 153.046 AUTHORITY OF PLANNING DEPARTMENT AND/OR BUILDING INSPECTOR TO ENFORCE.

(A) The Planning Department and/or the Building Inspector shall enforce all provisions of this chapter. The Building Inspector may request that the Board of Commissioners appoint and deputize any number of technical officers, deputy inspectors, and other employees as is necessary to assist the Building Inspector with enforcement of this chapter.

(B) The Planning Department and/or the Building Inspector shall enforce all laws relating to the construction, alteration, removal, and demolition of all buildings and structures within the city.

(C) The Building Inspector shall make an examination of any and all plans and specifications for structures to be built within the city or alterations to be made in or upon any existing structures which will materially change said structures, in order to determine if said plans, specifications, or alterations are in conformance with this chapter.

(D) The Building Inspector shall make an examination of all applications for building permits and shall determine after said examination whether or not a permit should be granted to such applicant.

(E) The Planning Department shall have the authority to issue building permits after the completed application has been determined in accordance with this chapter and after all required fees have been received. Building permits may be signed by any member of the Planning Department or its designee, or by the Mayor of the City of Summerset. The Board of Commissioners may from time to time by resolution authorize other Planning Department or City staff to sign building permits as it may deem necessary and practical for the purposes of these ordinances.

(F) The Planning Department shall have the authority to deny issuance of any permit. Said denial may be based upon failure to comply with any applicable provision of this chapter, any city

ordinance, state law, federal law, or provision of any applicable Building Code or manual or based upon the general safety and/or welfare of the public.

(G) The Building Inspector shall have the authority to order the removal of any existing building or structure which was unlawfully built or which in the opinion of the Building Inspector is dangerous and/or a safety hazard to the public.

(H) The Building Inspector shall have the authority to require specific testing and inspections in connection with the performance of construction work within the city and to set forth specific testing and inspection requirements within the Manual of Construction Guidelines prepared pursuant to this chapter.

§ 153.048 STOP ORDERS.

(A) In the event any work is being done contrary to the provisions of this chapter, or other pertinent laws or ordinances implemented through the enforcement of this chapter, the Planning Department may order the work stopped by notice in writing served on any persons involved in performing the work.

(B) Upon receipt of the written notice, any persons shall immediately stop such work until the Planning Department authorizes the work to continue.

§ 153.049 LIABILITY.

(A) The Building Inspector and Planning Department and its members and any other City staff charged with the enforcement of this chapter, shall act in good faith and without malice in the discharge of the duties required by this chapter or other applicable law or ordinance and shall not thereby be rendered personally liable for damages that may occur to persons or property as result of an act or by reason of an act or omission in the discharge of such duties.

(B) This chapter shall not be construed to relieve from or lessen the responsibility of any person owning, operating, or controlling any building, premises, or contracting on city land for damages to persons or property caused by defects, nor shall the Building Inspector or the Planning Department or the city any of its staff be held as assuming any such liability by reason of the inspections authorized by this chapter or any permits or certificates issued under this manual.

§ 153.051 BUILDING PERMIT REQUIRED.

Before any person may erect or cause to be erected or constructed a building or structure within the city or causes any alterations to any existing building or structure within the city, which alteration costs more than \$300, he or she must first obtain a building permit from the Planning Department in accordance with the terms of these ordinances. . An alteration of a building or structure shall for the purpose of this chapter mean any alteration, addition, or removal of any one, part of one, or more than one partition, wall, ceiling, windows, structural member of roof system, or floor.

§ 153.052 APPLICATION FOR BUILDING PERMIT.

(A) To obtain a building permit from the City, the applicant must make application to the Planning Department office in duplicate on forms to be furnished by the city.

(B) He or she shall include with said application the following information:

(1) A sketch or drawing of the outside wall of the floor of said improvement to be built, drawn at scale of at least one quarter of an inch to one inch showing all measurements, the distance from property lines, distance from buildings or structures on the same parcel of land, and distance from back of curb or from edge of streets;

(2) The name of the owner of the real property to be improved;

(3) The name of the contractor, if any, doing the work;

(4) The legal description of the property being improved;

(5) The parcel number given to the property by the county;

(6) The general description of the improvement and what type of building improvement is to be made;

(7) Plans for the installation of plumbing, electrical wiring, and the like; and

(8) Such other information the Planning Department may request so that he or she may determine if said improvement complies with the city's ordinances and the state's laws.

(9) All commercial building permit applications will require an engineer stamped building and site plan regardless of building square footage.

(Ord. passed 9-19-2019)

§ 153.053 FEES.

(A) Upon making application for a building permit, any applicant shall pay the appropriate permit fee to the city.

(B) If, for any reason beyond the applicant's control, she, he, or it does not construct the proposed project for which the permit was issued, the amount of the permit less a \$50 administrative fee shall be refunded to the applicant.

(C) The amount of an applicant's permit fee shall be determined by reference to the following schedule. All such fees shall be paid to the City to be deposited into the general fund of the city.

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

§ 153.054 BUILDING PERMIT ISSUED.

(A) The Planning Department, upon receiving said application and fee, shall examine the same. If the application is completed, the proper fee is paid, and the improvement conforms to the ordinances and laws of this city, she or he shall issue a building permit to the applicant, which shall entitle the applicant to proceed with the improvement.

(B) If the Planning Department, upon examination of the application, finds that the application is not complete, or other information is necessary before a decision can be rendered thereon, the

Building Inspector may request the additional information from the applicant without the necessity of obtaining a new application or fee.

(C) If the Planning Department finds that the improvement applied for does not conform to the city's ordinances or the state's laws, he or she shall reject the application by noting that fact upon the application and returning one copy of the application to the applicant. The other copy of the application shall be retained in the files of the Building Inspector.

§ 153.057 CERTIFICATE OF OCCUPANCY.

Before an owner may cause a newly constructed building to be occupied, or has a change of occupancy as defined in the Building Code, he or she shall first obtain a certificate of occupancy from the Planning Department . The Planning Department r shall issue an occupancy certificate upon completion of the building or prior to change of occupancy if the building is found to be in compliance with the city's ordinances and state's laws. No person shall permit a structure to be occupied without first obtaining an occupancy certificate as provided herein.

§ 153.059 REQUIREMENTS FOR TEMPORARY STRUCTURES.

The following requirements shall apply to all temporary structures, except those specifically exempted above.

(A) The structural frame of all temporary structures shall be made of steel, aluminum, PVC, or wood. If constructed of wood, the smallest wood member shall not be less than two inches by four inches in width.

(1) Wood used for the interior and exterior skins of a temporary structure may be as follows: one-half inch of plywood, one-half inch chipboard, or particleboard.

(2) Wood, as defined above, may also be used for shelving temporary structure.

(3) Tarps which are utilized on temporary structures occupied by temporary merchants shall be flame retardant or flame resistant as defined in this chapter. All tarps not complying with this chapter shall be removed.

(B) All temporary structures shall be removed upon expiration of the time limit stated on the permit.

(C) If the structure is not removed by the expiration date stated on the permit, the city shall remove the structure without further notice to the owner and shall charge the cost of the removal to the owner. At the time the permit is issued, the Planning Department or her or his designee shall provide the owner with a copy of the ordinance codified herein. The owner or occupant of the temporary structure shall sign the permit, which will serve as an acceptance of service and which will constitute sufficient notice that the structure is not to be placed for more than 30 days. The city may bring action in magistrate or circuit court for the recovery of costs incurred for the removal of said structure or structures.

(D) In the event that a structure erected pursuant to this section is not removed by the expiration date and the city is forced to make repeated contacts with the owner of the property upon which the structure is erected or the individual who applied for the permit, the Building Inspector shall not

issue subsequent permits under this section to the owner of the property for the location unless the Building Inspector has reached an agreement with the owner of the property to assure the owner's future compliance with any temporary structures erected at that location.

(E) Temporary structures or appendages thereof shall not be placed closer than five feet to any public alley. (Exception: When the property owner provides a permanent barrier which is a minimum height of five feet between the temporary structure and the public right-of-way, the temporary structure may be placed closer than five feet to the public right-of-way. No sales may be permitted through the permanent barrier.)

(F) The permit hereinbefore described may be suspended or revoked if at any time the structure or its occupants are in violation of the city's ordinances or the state's laws.

(G) Temporary structures may not be used for housing permanent or seasonal businesses.

Dated this _____ day of September, 2024.

CITY OF SUMMERSET

BY: _____
Michael Kitzmiller, Mayor

ATTEST:

BY: _____
Brielle Schrock, Finance Officer

VOTE:

Kitzmiller:	First Reading: September 5 th , 2024
Osten:	Second Reading: September 19 th , 2024
Markham:	Adopted:
Hirsch:	Published:
Reade:	Effective:

Published once at the approximate cost of _____.

BUILDING INSPECTOR AND BUILDING PERMITS

§ 153.045 ESTABLISHMENT OF THE OFFICE OF THE BUILDING INSPECTOR.

There shall be designated by the Board of Commissioners a Building Inspector who shall perform those duties and hold such authority as herein set forth. The Board of Commissioners may designate any number of assistant Building Inspectors that the Board of Commissioners may deem necessary to carry out the duties of the office of Building Inspection. The person designated as the City Engineer shall automatically be designated as an assistant Building Inspector. By way of these Ordinances, the Planning Department of the City of Summerset shall also have the authority to act pursuant to the terms of these ordinances and to enforce the same.

§ 153.046 AUTHORITY OF PLANNING DEPARTMENT AND/OR BUILDING INSPECTOR TO ENFORCE.

(A) The Building Inspector Planning Department and/or the Building Inspector shall enforce all provisions of this chapter. The Building Inspector may request that the Board of Commissioners appoint and deputize any number of technical officers, deputy inspectors, and other employees as is necessary to assist the Building Inspector with enforcement of this chapter.

(B) The Planning Department and/or the Building Inspector shall enforce all laws relating to the construction, alteration, removal, and demolition of all buildings and structures within the city.

(C) The Building Inspector shall make an examination of any and all plans and specifications for structures to be built within the city or alterations to be made in or upon any existing structures which will materially change said structures, in order to determine if said plans, specifications, or alterations are in conformance with this chapter.

(D) The Building Inspector shall make an examination of all applications for building permits and shall determine after said examination whether or not a permit should be granted to such applicant.

(E) The Building Inspector Planning Department shall have the authority to issue building permits after the completed application has been determined in accordance with this chapter and after all required fees have been received. Building permits may be signed by any member of the Planning Department or its designee, or by the Mayor of the City of Summerset. The Board of Commissioners may from time to time by resolution authorize other Planning Department or City staff to sign building permits as it may deem necessary and practical for the purposes of these ordinances.

(F) The Building Inspector Planning Department shall have the authority to deny issuance of any permit. Said denial may be based upon failure to comply with any applicable provision of this chapter, any city ordinance, state law, federal law, or provision of any applicable Building Code or manual or based upon the general safety and/or welfare of the public.

(G) The Building Inspector shall have the authority to order the removal of any existing building or structure which was unlawfully built or which in the opinion of the Building Inspector is dangerous and/or a safety hazard to the public.

(H) The Building Inspector shall have the authority to require specific testing and inspections in connection with the performance of construction work within the city and to set forth specific testing and inspection requirements within the Manual of Construction Guidelines prepared pursuant to this chapter.

~~(I) The Building Inspector shall report every month to the Board of Commissioners about the activity and matter of his or her office and shall report at such other times as the Mayor or Board of Commissioners may direct.~~

~~(J) The Building Inspector shall enforce all nuisance ordinances of the city.~~

§ 153.047 RIGHT OF ENTRY.

(A) The Building Inspector shall have the authority to enter upon property in the event it is necessary to make an inspection and/or to enforce the provisions of this chapter or when the Building Inspector or other official of the city has reasonable cause to believe that there exists in a building or upon a premises a condition which is contrary to or in violation of this chapter or code of ordinances which makes the building or premises unsafe, dangerous, or hazardous.

(B) (1) In exercising the aforementioned authority, the Building Inspector shall take all reasonable steps possible to do the following:

(a) Enter the building or premises at a reasonable hour;

(b) In the event the premises is occupied, present his or her credentials to the occupant and request entry; and

(c) In the event the premises is unoccupied, make reasonable effort to locate the owner or other person having charge or control of the building or premises, if known, and request entry.

(2) In the event that entry is refused, the Building Inspector shall proceed with any and all recourse and remedies provided by law to secure entry.

§ 153.048 STOP ORDERS.

(A) In the event any work is being done contrary to the provisions of this chapter, or other pertinent laws or ordinances implemented through the enforcement of this chapter, the [Planning Department Building Inspector](#) may order the work stopped by notice in writing served on any persons involved in performing the work.

(B) Upon receipt of the written notice, any persons shall immediately stop such work until the [Building Inspector Planning Department](#) authorizes the work to continue.

§ 153.049 LIABILITY.

(A) The Building Inspector [and Planning Department and its members and any other City staff](#) is charged with the enforcement of this chapter, [shall acting](#) in good faith and without malice in the discharge of the duties required by this chapter or other applicable law or ordinance and shall not thereby be rendered personally liable for damages that may occur to persons or property as result of an act or by reason of an act or omission in the discharge of such duties.

(B) This chapter shall not be construed to relieve from or lessen the responsibility of any person owning, operating, or controlling any building, premises, or contracting on city land for damages to persons or property caused by defects, nor shall the Building Inspector [or the Planning Department](#) or the city [any of its staff](#) be held as assuming any such liability by reason of the inspections authorized by this chapter or any permits or certificates issued under this manual.

§ 153.050 COOPERATION OF OFFICIALS AND OFFICERS.

The Building Inspector may request, and shall receive, the assistance and cooperation of other officials of the city so far as it is required for discharge of the duties required by this chapter or other applicable laws or ordinances.

§ 153.051 BUILDING PERMIT REQUIRED.

Before any person may erect or cause to be erected or constructed a building or structure within the city or causes any alterations to any existing building or structure within the city, which alteration costs more than \$300, he or she must first obtain a building permit from the [Planning Department in accordance with the terms of these ordinances.](#) [Building Inspector](#). An alteration of a building or structure shall for the purpose of this chapter mean any alteration, addition, or removal of any one, part of one, or more than one partition, wall, ceiling, windows, structural member of roof system, or floor.

§ 153.052 APPLICATION FOR BUILDING PERMIT.

(A) To obtain a building permit from the [Building Inspector City](#), the applicant must make application to the [inspection Planning Department](#) office in duplicate on forms to be furnished by the city.

(B) He or she shall include with said application the following information:

(1) A sketch or drawing of the outside wall of the floor of said improvement to be built, drawn at scale of at least one quarter of an inch to one inch showing all measurements, the distance from property lines, distance from buildings or structures on the same parcel of land, and distance from back of curb or from edge of streets;

(2) The name of the owner of the real property to be improved;

(3) The name of the contractor, if any, doing the work;

(4) The legal description of the property being improved;

(5) The parcel number given to the property by the county;

(6) The general description of the improvement and what type of building improvement is to be made;

(7) Plans for the installation of plumbing, electrical wiring, and the like; and

(8) Such other information the [Building Inspector Planning Department](#) may request so that he or she may determine if said improvement complies with the city's ordinances and the state's laws.

(9) All commercial building permit applications will require an engineer stamped building and site plan regardless of building square footage.

(Ord. passed 9-19-2019)

§ 153.053 FEES.

(A) Upon making application for a building permit, any applicant shall pay the appropriate permit fee to the city.

(B) If, for any reason beyond the applicant's control, she, he, or it does not construct the proposed project for which the permit was issued, the amount of the permit less a \$50 administrative fee shall be refunded to the applicant.

(C) The amount of an applicant's permit fee shall be determined by reference to the following schedule. All such fees shall be paid to the ~~Building Inspector who shall remit the fees to the Finance Officer~~ City to be deposited into the general fund of the city.

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

§ 153.054 BUILDING PERMIT ISSUED.

(A) The ~~Building Inspector~~ Planning Department, upon receiving said application and fee, shall examine the same. If the application is completed, the proper fee is paid, and the improvement conforms to the ordinances and laws of this city, she or he shall issue a building permit to the applicant, which shall entitle the applicant to proceed with the improvement.

(B) If the ~~Building Inspector~~ Planning Department, upon examination of the application, finds that the application is not complete, or other information is necessary before a decision can be rendered thereon, the Building Inspector may request the additional information from the applicant without the necessity of obtaining a new application or fee.

(C) If the ~~Building Inspector~~ Planning Department finds that the improvement applied for does not conform to the city's ordinances or the state's laws, he or she shall reject the application by noting that fact upon the application and returning one copy of the application to the applicant. The other copy of the application shall be retained in the files of the Building Inspector.

§ 153.055 EXPIRATION OF BUILDING PERMIT.

(A) Any building permit issued prior to the effective date of this chapter shall expire within one year following the effective date of this chapter.

(B) Any building permit issued under this chapter for building of a residence shall expire one year (365 days) from the date of issue. Any building permit issued under this chapter for the purpose of constructing any commercial building shall expire two years (730 days) from the date of issuance. No building shall be done under authority of any expired building permit. If the improvement is not completed on the expiration date, a further application for a building permit to complete such structure may be made under the same procedure set forth herein for obtaining the original building permit.

§ 153.056 BUILDING PERMIT MUST BE POSTED.

A building permit which has been lawfully issued shall be posted in a conspicuous place upon the premises at all times from the beginning until the completion of such construction, alteration, or repair. No person shall do any building in the city without the building permit posted as required.

§ 153.057 CERTIFICATE OF OCCUPANCY.

Before an owner may cause a newly constructed building to be occupied, or has a change of occupancy as defined in the Building Code, he or she shall first obtain a certificate of occupancy from the [Planning Department Building Inspector](#). The [Planning Department Building Inspector](#) shall issue an occupancy certificate upon completion of the building or prior to change of occupancy if the building is found to be in compliance with the city's ordinances and state's laws. No person shall permit a structure to be occupied without first obtaining an occupancy certificate as provided herein.

§ 153.058 TEMPORARY STRUCTURE PERMIT REQUIRED.

(A) Temporary structures, such as vending stands, reviewing stands, canopies, tents, awnings, fences, and miscellaneous structures may be erected in areas zoned highway service and general commercial, provided that a special temporary structure permit is obtained for each temporary structure. Said permit shall be issued by the Building Inspector or his or her designee for a period not to exceed 30 days per location. This 30-day time frame shall include set up and tear down time.

(B) For the purpose of this chapter, **LOCATION** shall be the site on which the temporary structure is first constructed or placed. A temporary structure may not be disassembled and reconstructed or moved to a different location on the same property or parcel of land, or an adjacent parcel of land, after an initial permit is issued for the structure.

(C) A temporary structure which is used for the purpose of a temporary office during a construction project or realty office in a new development shall be exempt from the following requirements. Also exempt from this section are temporary storage buildings used in conjunction with a permanent retail or wholesale business, provided that said structure meets the setback requirements for the zoning district in which it is placed. Also exempt are businesses which rent temporary storage buildings at one location to the general public.

§ 153.059 REQUIREMENTS FOR TEMPORARY STRUCTURES.

The following requirements shall apply to all temporary structures, except those specifically exempted above.

(A) The structural frame of all temporary structures shall be made of steel, aluminum, PVC, or wood. If constructed of wood, the smallest wood member shall not be less than two inches by four inches in width.

(1) Wood used for the interior and exterior skins of a temporary structure may be as follows: one-half inch of plywood, one-half inch chipboard, or particleboard.

(2) Wood, as defined above, may also be used for shelving temporary structure.

(3) Tarps which are utilized on temporary structures occupied by temporary merchants shall be flame retardant or flame resistant as defined in this chapter. All tarps not complying with this chapter shall be removed.

(B) All temporary structures shall be removed upon expiration of the time limit stated on the permit.

(C) If the structure is not removed by the expiration date stated on the permit, the city shall remove the structure without further notice to the owner and shall charge the cost of the removal to the owner. At the time the permit is issued, the [Planning Department Building Inspector](#) or her or his designee shall provide the owner with a copy of the ordinance codified herein. The owner or occupant of the temporary structure shall sign the permit, which will serve as an acceptance of service and which will constitute sufficient notice that the structure is not to be placed for more than 30 days. The city may bring action in magistrate or circuit court for the recovery of costs incurred for the removal of said structure or structures.

(D) In the event that a structure erected pursuant to this section is not removed by the expiration date and the city is forced to make repeated contacts with the owner of the property upon which the structure is erected or the individual who applied for the permit, the Building Inspector shall not issue subsequent permits under this section to the owner of the property for the location unless the Building Inspector has reached an agreement with the owner of the property to assure the owner's future compliance with any temporary structures erected at that location.

(E) Temporary structures or appendages thereof shall not be placed closer than five feet to any public alley. (Exception: When the property owner provides a permanent barrier which is a minimum height of five feet between the temporary structure and the public right-of-way, the temporary structure may be placed closer than five feet to the public right-of-way. No sales may be permitted through the permanent barrier.)

(F) The permit hereinbefore described may be suspended or revoked if at any time the structure or its occupants are in violation of the city's ordinances or the state's laws.

(G) Temporary structures may not be used for housing permanent or seasonal businesses.

§ 153.060 EXEMPT TEMPORARY STRUCTURES.

The following temporary structures shall be exempt from the requirements set forth in the § 153.059:

(A) A temporary structure being used for the purpose of a temporary office during a construction project;

(B) A temporary structure being used for the purpose of a realty office in a new development;

(C) Temporary storage buildings used in conjunction with a permanent retail or wholesale business, provided that said structures meet the setback requirements for the zoning district in which they are placed; and

(D) Temporary storage buildings owned by a business that rents them at one location to the general public.

ORDINANCE 2024 -11

§ 31.083 CHAIRPERSON, VICE CHAIRPERSON, SECRETARY.

(A) The City Parks and Recreation Board shall elect from its number a Chairperson and Vice Chairperson to serve for a term of two years or until a successor is elected and qualified, except and unless the said officer so elected is removed from the City Parks and Recreation Board before the end of his or her term. The City Park Board shall also designate a Secretary. The Vice Chairperson shall act in the absence or disability of the Chairperson. In the event of death, retirement or removal of an officer from the City Parks and Recreation Board, a successor shall be elected, promptly.

(B) The Secretary of the City Parks and Recreation Board shall keep a record of its proceedings to be made available to any member of the Board of Commissioners for the City of Summerset.

(C) If the City Parks and Recreation Board believes that the budget amounts from the city will be insufficient to meet what it deems is necessary for the duties of the Park Board, it shall be the Chairperson or designee from the Parks and Recreation Board's responsibility to convey the need for supplementation of the budget to the Board of Commissioners. All expenditures for Parks and Recreation Projects remain in the discretion of the Summerset Board of Commissioners.

(Ord. passed 7-31-2019; Ord. 2022-11, passed 12-19-2022)

Dated this 19th day of September, 2024.

CITY OF SUMMERSET

BY: _____
Michael Kitzmiller, Mayor

ATTEST:

BY: _____
Brielle Schrock, Finance Officer

VOTE:

Kitzmiller:	First Reading: September 5 th , 2024
Osten:	Second Reading: September 19 th , 2024
Markham:	Adopted:
Hirsch:	Published:
Reade:	Effective:

Published once at the approximate cost of _____.

CITY OF SUMMERSET

ORDINANCE 2025

AN ORDINANCE APPROPRIATING FUNDS FOR THE FISCAL YEAR 2025

SECTION ONE

Be it ordained by the City of Somerset that the following sums are appropriated to meet the fiscal needs of the municipality for the fiscal year 2024.

<u>EXPENDITURES</u>	General Fund (Fund 101)	BBB Fund (Fund 211)	TIF # 1 Fund (Fund 302)	TIF # 2 Fund (Fund 305)	TIF # 3 (Fund 307)	Capital Project (Fund 503)
410 <u>GENERAL GOVERNMENT</u>						
411 Legislative	\$ 51,559					
411.5 Contingency	\$ 147,376					
412 Executive	\$ 28,310					
413 Election	\$ 1,250					
414 Financial & Administration	\$ 268,078					
419 Government Bldg & Engineering	\$ 208,677					
Total General Government	<u>\$ 705,250</u>					
420 <u>PUBLIC SAFETY</u>						
421 Police	\$ 1,016,716					
422 Fire	\$ 35,257					
423 Inspection	<u>\$ 15,000</u>					
Total Public Safety	<u>\$ 1,066,973</u>					
430 <u>PUBLIC WORKS</u>						
431 Streets & Drainage	\$ 1,011,382					
432 Sanitation	<u>\$ 233,000</u>					
Total Public Works	<u>\$ 1,244,382</u>					
440 <u>HEALTH & WELFARE</u>						
441 Animal Control	<u>\$ 2,000</u>					
Total Health & Welfare	<u>\$ 2,000</u>					
450 <u>CULTURE & RECREATION</u>						
452 Parks	<u>\$ 50,750</u>					
Total Culture & Recreation	<u>\$ 50,750</u>					
460 <u>CONSERVATION & DEVELOPMENT</u>						
465 Economic Development		\$ 77,624				
465.2 Planning & Zoning	<u>\$ 24,623</u>					
Total Consv & Development	<u>\$ 24,623</u>	<u>\$ 77,624</u>				
470 <u>DEBT SERVICE</u>						
470 Debt Service			\$ 296,800	\$ 387,079.00		
Total Debt Service	<u>\$ -</u>		<u>\$ 296,800</u>	<u>\$ 387,079.00</u>		
485 <u>CAPITAL OUTLAY</u>						
485 Capital Outlay						
Total Capital Outlay						<u>250,000</u>
490 <u>MISCELLANEOUS OTHER</u>						
499 Liquor	<u>\$ 900</u>					
Total Miscellaneous	<u>\$ 900</u>					
510 <u>OTHER FINANCE USES</u>						
510 Transfer Out	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>			
TOTAL 2025 APPROPRIATIONS	<u>\$ 3,094,878</u>	<u>\$ 77,624</u>	<u>\$ 296,800</u>	<u>\$ 387,079.00</u>		<u>250,000</u>

SECTION TWO

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

<u>REVENUE</u>	General Fund (Fund 101)	BBB Fund (Fund 211)	TIF # 1 Fund (Fund 302)	TIF # 2 Fund (Fund 305)	TIF # 3 (Fund 307)	Capital Project (Fund 503)
300 <u>GENERAL GOVERNMENT</u>						
Undesignated Fund Balance	\$ 626,211	\$ 22,624	\$(338,200.00)	\$ (252,500.00)		
310 Taxes	\$ 1,903,429	\$ 55,000	\$ 625,000	\$ 250,000.00		
320 Licenses & Permits	\$ 107,100					
330 Intergovernmental Revenue	\$ 108,188					
340 Charges for Goods and Services	205,000					
350 Fines & Forfeits	\$ 100.00					
360 Miscellaneous Revenue	\$ 144,850		\$ 10,000	\$ 2,500.00		
390 Other Sources	\$ -		-	387,079		
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
TOTAL MEANS OF FINANCE	\$ 3,094,878	\$ 77,624	\$ 296,800	\$ 387,079.00		\$250,000

ENTERPRISE FUNDS

604 SEWER ENTERPRISE FUND

Estimated Revenue	\$ 1,192,335
Total Available	\$ 1,192,335
Less Estimated Appropriations	\$ 1,256,547
Estimated Surplus	\$ (64,212)
Est Surplus For Future Expansion	\$ (64,212)

SECTION THREE

That there is hereby levied upon all taxable property within the City of Summerset, for the fiscal year 2025, a tax sufficient to raise the following funds:

 For General Purposes \$ 797,372

SECTION FOUR

The City Finance Officer is hereby authorized and directed to certify said tax levy to the Meade County Auditor, of Meade County, State of South Dakota, to the end that the same may be spread and assessed as provided by law.

Dated this _____ day of September, 2024

ATTEST:

Brielle Schrock, Finance Officer

Michael Kitzmiller, Mayor

Vote: Kitzmiller:
 Osten:
 Hirsch:
 Reade
 Markham:

First Reading: 09/05/24
Second Reading: 09/19/24
Publication:

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