

**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. Commissioner 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 Somerset City Commission for September 5<sup>th</sup>, 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

Kitzmilller, Michael	50.00
Markham, Gwen	50.00
McComb Services	1672.65
MDU	256.75
Meade County Auditor	1618.96
Midcontinent Testing Laboratories Inc	360.00
On-Site First Aid & Safety	90.50
Osten, Michael	50.00
Rapid City Journal	203.34
Renatus Exteriors	39112.50
Schieffer, Lisa	50.00
Schrock, Brielle	50.00
SDRS	4657.20
SDRS	7250.08
SDRS- Supplemental Retirement Plan	650.00
Servall Uniform & Linen Supply	195.16
Simon Contractors	116056.90
Smith, Jeff	50.00
Tyler Technologies	105.00
United States Treasury	6548.99
United States Treasury	10621.74
United States Treasury	2484.16

**APPROVAL OF PAYROLL – August 2024 – SDCL 6-1-10**

**Motion** by Osten, second by Markham, to approve the following payroll. Motion carried.

Dept. 4000 - \$12,968.00 Wastewater

Dept. 4110 - \$1749.99 Commission

Dept. 4120 - \$1,916.67 Mayor

Dept. 4140 - \$11,694.47 Finance

Dept. 4210 - \$45,978.02 Police

Dept. 4310 - \$14,147.56 Streets

**\*\*NOTED FOR THE RECORD – COMMISSION REPORTS ARE IN THE PACKET FOR VIEWING.**

**UTILITY BILLING ADJUSTMENTS**

**Motion** by Hirsch, second by Markham, to approve the utility billing adjustments of \$505.71 for the period August 1 thru August 31, 2024. Motion carried.

**MINOR PLAT RESOLUTION 2024-15 – STAN JONES**

\*Planning and Zoning Board recommended unanimously a do pass.

**Motion** by Osten, second by Hirsch to open discussion. Motion carried. City Administrator Lisa Schieffer presented the minor plat to the Board.

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

**Motion** by Markham, second by Reade to approve the minor plat of Stan Jones. Motion carried.

**VARIANCE FOR NON-ANNEXATION – STAN JONES**

\*Planning and Zoning Board recommended unanimous approval of the variance.

**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 19<sup>th</sup> @ 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 19<sup>th</sup> @ 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 19<sup>th</sup> @ 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

<a href="#">36253</a>	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
<a href="#">101-4192-42200</a>	Prof Fees Expense		150.00	100.00%

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

<a href="#">Sept 2024</a>	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
<a href="#">101-4520-42800</a>	Utility Expense		254.30	100.00%

<a href="#">Sept 2024-2</a>	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
<a href="#">101-4192-42800</a>	Utility Expense		48.25	100.00%

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

<a href="#">Sept 2024</a>	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
<a href="#">211-4650-42900</a>	Other Expense		500.00	100.00%

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

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

<a href="#">Sept 2024-2</a>	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
<b>Distributions</b>								
Account Number	Account Name	Project Account Key		Amount	Percent			
<a href="#">101-4210-42611</a>	Fuel Expense			37.10	10.43%			
<a href="#">101-4210-42150</a>	Postage			16.00	4.50%			
<a href="#">101-4210-42500</a>	Repair/Maint Expense			269.35	75.71%			
<a href="#">101-4140-42200</a>	Prof Fees Expense			33.30	9.36%			

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

<a href="#">Sept 2024</a>	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
<b>Distributions</b>								
Account Number	Account Name	Project Account Key		Amount	Percent			
<a href="#">101-4210-42611</a>	Fuel Expense			3,234.27	64.86%			
<a href="#">101-4320-42611</a>	Fuel Expense			1,752.34	35.14%			

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

<a href="#">2409001</a>	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
<b>Distributions</b>								
Account Number	Account Name	Project Account Key		Amount	Percent			
<a href="#">101-4320-43230</a>	Solid Waste Collection			5,366.34	100.00%			

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

Payable Register

Packet: APPKT00098 - 09.15.2024

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
<a href="#">16437</a>	Invoice	9/19/2024	9/19/2024	9/19/2024	9/19/2024	116.00	0.00	0.00	0.00	116.00
Payable Description		Bank Code			On Hold					
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
<a href="#">101-4410-43350</a>	Humane Society		116.00	100.00%

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

Vendor Total: 5,430.82

<a href="#">18517</a>	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
<a href="#">604-4000-42500</a>	Repair/Maint Expense		5,212.07	100.00%

<a href="#">18544</a>	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
<a href="#">604-4000-42500</a>	Repair/Maint Expense		218.75	100.00%

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

Vendor Total: 4,737.70

<a href="#">38719</a>	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
<a href="#">101-4141-42200</a>	Prof Fees Expense		4,737.70	100.00%

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

Vendor Total: 185.00

<a href="#">Sept 2024</a>	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
<a href="#">101-4520-42800</a>	Utility Expense		185.00	100.00%

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

Vendor Total: 3,983.98

<a href="#">428350</a>	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
<a href="#">101-4192-42201</a>	Dues/Subscriptions		572.00	100.00%

Payable Register

Packet: APPKT00098 - 09.15.2024

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
<a href="#">Sept 2024-2</a>	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
<a href="#">101-4192-42201</a>	Dues/Subscriptions		3,411.98	100.00%

Vendor: [1369 - Greenapsis](#)

Vendor Total: 350.00

<a href="#">Sept 2024</a>	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
<a href="#">101-4192-42200</a>	Prof Fees Expense		350.00	100.00%

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

Vendor Total: 13,382.80

<a href="#">1200650318</a>	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
<a href="#">101-4196-42200</a>	Prof Fees Expense		5,634.75	100.00%

<a href="#">1200650358</a>	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
<a href="#">604-4000-42200</a>	Prof Fees Expense		7,748.05	100.00%

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

Vendor Total: 1,080.00

<a href="#">2024.248</a>	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
<a href="#">101-4232-42320</a>	Building Inspection Expense		1,080.00	100.00%

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

Vendor Total: 50.00

<a href="#">Sept 2024</a>	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
<a href="#">101-4110-42810</a>	Phone		50.00	100.00%



Payable Register

Packet: APPKT00098 - 09.15.2024

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

<a href="#">44797090524</a>	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
<a href="#">101-4192-42200</a>	Prof Fees Expense		30.72	100.00%

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

<a href="#">13536754T035</a>	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
<a href="#">101-4520-42500</a>	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
<a href="#">101-4520-42500</a>	Repair/Maint Expense		165.00	100.00%

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

<a href="#">Oct 2024</a>	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
<a href="#">604-4000-42800</a>	Utility Expense		69.64	27.45%
<a href="#">101-4192-42800</a>	Utility Expense		23.12	9.11%
<a href="#">604-4000-42800</a>	Utility Expense		69.06	27.23%
<a href="#">604-4000-42800</a>	Utility Expense		69.06	27.23%
<a href="#">101-4310-42800</a>	Utility Expense		22.78	8.98%

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

<a href="#">Black River</a>	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
<a href="#">101-4652-42300</a>	Publishing Exp		90.00	100.00%

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

<a href="#">0827602-IN</a>	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					
Items										
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				
<a href="#">604-4000-42630</a>	Chemicals and Lab Supplies				207.73	100.00%				

Vendor: [1433 - Midcontinent Communications](#) Vendor Total: 184.40

<a href="#">Sept 2024</a>	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			
<a href="#">604-4000-42800</a>	Utility Expense			184.40	100.00%			

Vendor: [1157 - Midcontinent Testing Laboratories, Inc.](#) Vendor Total: 360.00

<a href="#">129220</a>	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			
<a href="#">604-4000-42620</a>	Testing Expense			360.00	100.00%			

Vendor: [1291 - RCS Construction Inc](#) Vendor Total: 95,169.91

<a href="#">Pay App #18</a>	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			
<a href="#">502-4850-48500</a>	Construction Costs			95,169.91	100.00%			

Vendor: [1976 - Schmagel, David](#) Vendor Total: 50.00

<a href="#">Sept 2024</a>	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			
<a href="#">604-4000-42810</a>	Phone			50.00	100.00%			

Vendor: [1982 - SD Local Transportation Assistance Program](#) Vendor Total: 250.00

<a href="#">14787451</a>	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			
<a href="#">101-4310-42700</a>	Travel/Conf Expense			250.00	100.00%			

Payable Register

Packet: APPKT00098 - 09.15.2024

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

<b>Vendor: <a href="#">0018 - SD One Call</a></b>										<b>Vendor Total:</b>	<b>18.90</b>
<a href="#">SD24-02547</a>	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
<a href="#">101-4232-42900</a>	Other Expense		18.90	100.00%

<b>Vendor: <a href="#">1245 - SD State Treasurer</a></b>										<b>Vendor Total:</b>	<b>972.62</b>
<a href="#">Aug 2024</a>	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
<a href="#">101-0000-21700</a>	Sales Tax Payable		972.62	100.00%

<b>Vendor: <a href="#">1328 - Servall Uniform &amp; Linen Supply</a></b>										<b>Vendor Total:</b>	<b>195.16</b>
<a href="#">0962726</a>	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
<a href="#">101-4192-42200</a>	Prof Fees Expense		195.16	100.00%

<b>Vendor: <a href="#">1983 - Sturgis Police Reserves</a></b>										<b>Vendor Total:</b>	<b>375.00</b>
<a href="#">16438</a>	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
<a href="#">101-4210-42851</a>	Duty Equipment		375.00	100.00%

<b>Vendor: <a href="#">1024 - USA Bluebook</a></b>										<b>Vendor Total:</b>	<b>5,663.44</b>
<a href="#">INV00458573</a>	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
<a href="#">604-4000-42630</a>	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
<b>Grand Total:</b>		<b>153,169.86</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>153,169.86</b>	<b>9,184.14</b>	<b>143,985.72</b>

### Account Summary

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

Account	Name	Amount
<a href="#">211-4650-42900</a>	Other Expense	500.00
<b>Total:</b>		<b>500.00</b>

Account	Name	Amount
<a href="#">502-4850-48500</a>	Construction Costs	95,169.91
<b>Total:</b>		<b>95,169.91</b>

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

### Account Summary

<u>Account</u>	<u>Name</u>	<u>Amount</u>
<a href="#">604-4000-42810</a>	Phone	50.00
<b>Total:</b>		<b>22,135.13</b>

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*September 2024 Finance Department*

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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

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## 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**

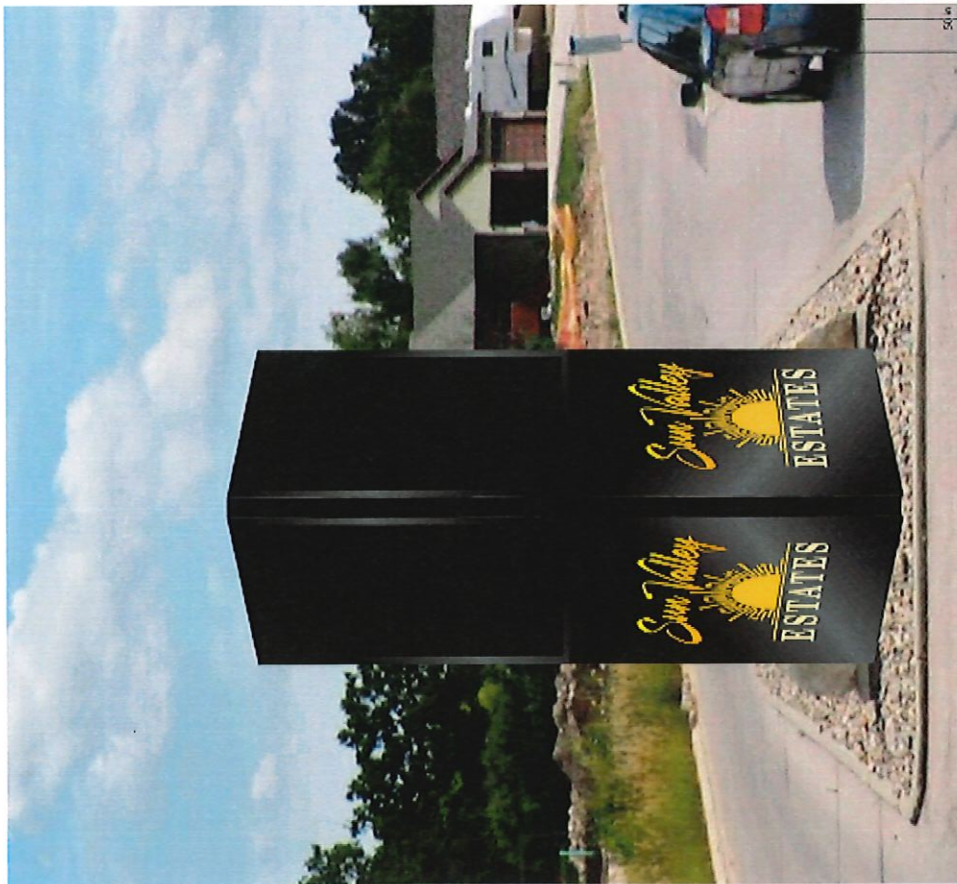
SCALE: N/A

This is an original, unprinted drawing created by Lighting Maintenance Co. It is customized for your approval. It is not to be shown to anyone outside your organization represented or created in any fashion. Ownership of this design is held by Lighting Maintenance Co. Authorization to use this design must be obtained by Lighting Maintenance Co.

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Colors depicted are a graphic representation. Refer to color book for actual colors to be used.

DISPLAYS ANGLE FOR BEST VIEWING



**TECHNICAL SPECIFICATIONS**

- Chamber 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 million colors
- Optimal Viewing Angle: 166 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:



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 depicted are a graphic representation, refer to actual colors to be used.

A Daktronics Electronic Message Center  
Installing into existing double pole MID

**TECHNICAL SPECIFICATIONS**

**Display Height** 4.47 ft (panel level)  
**Line Spacing** 15.25 mm (0.60")  
**Panel Configuration** Monochrome, 1 red or 1 color  
RGB (1 red, 1 green, 1 blue)  
**Maximum Resolution** Monochrome and 4,200 x 6k  
RGB 12,000 x 6k  
**Monochrome Color Capability** 4,096 shades of red or color  
**Full Color Capability** 281 billion colors  
**Optional Viewing Angle** 160 degrees horizontal x 70 degrees vertical  
**Min Viewing Distance** 37'



**MODEL NUMBER GUIDE**

OS6	100	x	250	x	12.65	-	420	-	SP
OS6	100	x	250	x	12.65	-	420	-	TP



**HIGHER RESOLUTION**  
A new 15.25mm subpixel panel with 4,200 x 6k resolution, resulting in higher resolution.



**ALL BUILT COMPONENTS**  
All components are built in the USA, for quick delivery and easy installation.



**QUICK CONNECTIONS**  
Signs are pre-wired for quick installation. Along with our optional junction box for easy installation.



**SINGLE-STEP MODULE REMOVAL**  
A single step process to remove the sign modules without the need for tools.



**MOUNTING CLIPS**  
Mounting clips are included for easy installation.

Date:

Customer Signature

Customer Approval:

# 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 5'11" 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  
EYE CARE  
PARTNER

DAKTRONICS  
**GALAXY**<sup>®</sup>  
DISPLAYS

**GALAXY**<sup>®</sup>





# THE DAKTRONICS DIFFERENCE



## 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!



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

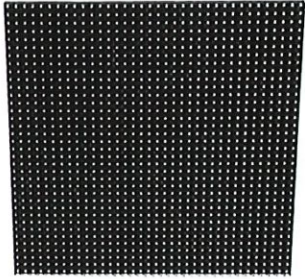
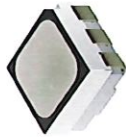
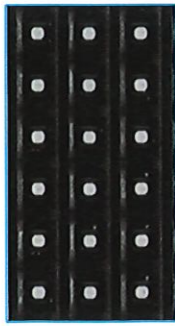
Our Galaxy® displays feature high resolution and contrast, working together to provide the best-looking available graphics and animations. Take advantage of the industry-leading reliability, simple installation and unparalleled service you can expect from Daktronics. Control your LED sign anywhere, anytime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

## GT6x SERIES

- Available pixel pitches: 6mm, 8mm and 10mm
- SMD (surface mount device) 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 lower



## 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 aboveup. 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 distances



### OPTIMAL VIEWING DISTANCE

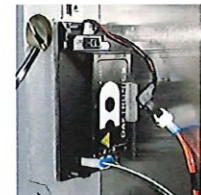


## CHECK OUT A DEMO

Seeing is believing, which is why Daktronics provides on-site demonstrations. If you ever want to see a Galaxy sign at your site, contact us at [daktronics.com/live-demo](https://www.daktronics.com/live-demo) 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/29a3OE04>

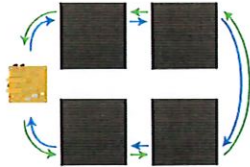
## ENSURE DISPLAY PERFORMANCE



Galaxy displays feature completely scaled 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

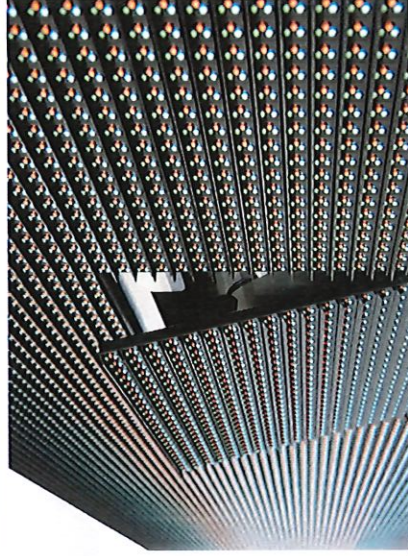
Our modules have two signal paths, allowing signal redundancy, if one signal is compromised, all the modules in that data path will continue to function properly due to the redundant path. This assures that your message maintains readability.



## SLEEK DESIGN ENHANCES YOUR BRAND



We designed the Galaxy display's sleek 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 life ups 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.

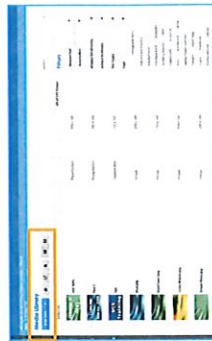
Streamlined PLAYLIST creation helps you quickly schedule your campaigns.

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-of-play reports
-  Data feeds
-  IPAMS alerts





## SERVICE THAT GOES **ABOVE & BEYOND**

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

### INDUSTRY-LEADING CUSTOMER SERVICE

Daktronics 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



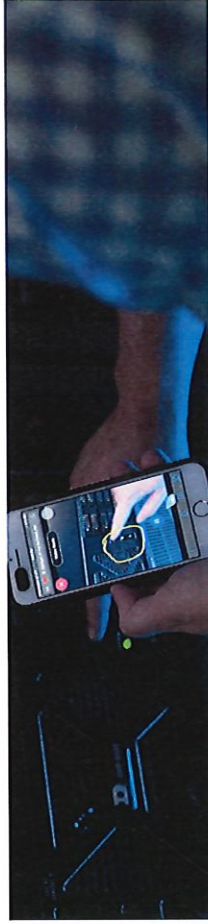
#### TRAINING

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
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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
<b>TOTAL</b>	<b>\$105,075.88</b>

(P) 605-343-1386

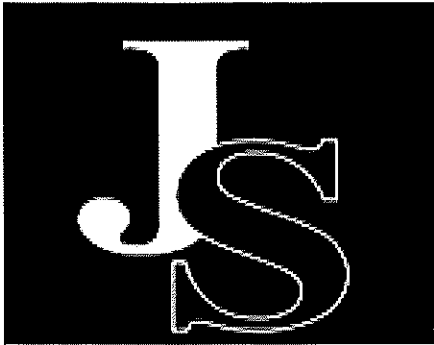
(F) 605-343-1836

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 Remove and dispose of waste	2.049%	\$6,314.88
	Subtotal	\$16,744.88
	Total Excise Tax	\$343.10
	<b>TOTAL USD</b>	<b>\$17,087.98</b>

### 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 965 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 (190), 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 2<sup>nd</sup> 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 SUMMERSSET 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: Rhica 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**  
 BY: \_\_\_\_\_

**APPLICATION AND CERTIFICATE FOR PAYMENT**

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

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

FED ID # \_\_\_\_\_

PROJECT: Summerset WWTP Expansion

APPLICATION NO. #18  
 PERIOD TO: 08/29/24  
 PROJECT NOS: 202257

CONTRACT DATE: 1/6/2023

ARCHITECT: HDR Engineering  
 703 Main St, Suite 200  
 Rapid City, SD 57701

DISTRIBUTION TO:  
 OWNER   
 ARCHITECT   
 CONTRACTOR   
 ENGINEER

**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 \$ 10,359,148.66 ✓  
 (Column G on G703)
- 5 RETAINAGE on COMPLETED WORK:

Retainage for Punch List

\$ 10,000.00 ✓

6 TOTAL EARNED LESS RETAINAGE \$ 10,253,978.75 ✓

7 LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 95,169.91 ✓

8 CURRENT PAYMENT DUE \$ 10,000.00

9 BALANCE TO FINISH, INCLUDING RETAINAGE \$ 10,000.00

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

**CONTRACTOR:**

By: 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. J. L. MVAL  
 My Commission expires: March 16, 2028

Payment of: \$ 95,169.91  
 is recommended by: [Signature] (Date) 9/5/24  
 (Engineer)

Payment of: \$ \_\_\_\_\_  
 is approved by: \_\_\_\_\_ (Date) \_\_\_\_\_  
 (Owner)

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

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	27,978.75	0.00
Total approved this Month	9,189.91	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



**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 <sup>th</sup> , 2024
Osten:	Second Reading: September 19 <sup>th</sup> , 2024
Markham:	Adopted:
Hirsch:	Published:
Reade:	Effective:

Published once at the approximate cost of \_\_\_\_\_.

DRAFT 164 - Reading

## 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 <sup>th</sup> , 2024
Osten:	Second Reading: September 19 <sup>th</sup> , 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	<u>\$ 208,677</u>					
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 &amp; WELFARE</u>						
441 Animal Control	<u>\$ 2,000</u>					
Total Health & Welfare	<u>\$ 2,000</u>					
450 <u>CULTURE &amp; RECREATION</u>						
452 Parks	<u>\$ 50,750</u>					
Total Culture & Recreation	<u>\$ 50,750</u>					
460 <u>CONSERVATION &amp; 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>			
<b><u>TOTAL 2025 APPROPRIATIONS</u></b>	<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)
<b>300      <u>GENERAL GOVERNMENT</u></b>						
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		
						<u>250,000</u>
<b><u>TOTAL MEANS OF FINANCE</u></b>	<b><u>\$ 3,094,878</u></b>	<b><u>\$ 77,624</u></b>	<b><u>\$ 296,800</u></b>	<b><u>\$ 387,079.00</u></b>		<b><u>\$250,000</u></b>

**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 \$\_\_\_\_\_.

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

## AGREEMENT

This agreement (“Agreement”) has been made September 19th, 2024, by and between the City of Summerset, a municipal corporation, 7055 Leisure Lane, Summerset South Dakota 57718 (“City”) and Black River RE, LLC, a South Dakota limited liability company, 623 Dakota Drive, Rapid City, South Dakota 57702, (“Landowner”).

**WHEREAS**, Landowner owns the following described real property (“Real Property”):

Plat of Lot A1 of the Black Rock Subdivision and dedicated 10’ public right of way to Norman Avenue. Formerly a portion of the N1/2 of the SW1/4 of Section 5, Township 2 North, Range 7 East, Black Hills Meridian and Lot U3 all located in the N1/2 of the SW1/4 of Section 5, Township 2 North, Range 7 East, Black Hills Meridian, Meade County, South Dakota.

**WHEREAS**, Landowner has submitted an application to plat the real property for development; and

**WHEREAS**, Landowner desires to utilize Lot A1 and to develop the same and this agreement is intended to address water to the property development and at which time the landowner or its successors or assigns will be required to tap into the publicly available water source; and

**WHEREAS**, as a condition for approval of the Plat Application, the City reserves the right to require Landowner to comply with all applicable City Ordinances as set forth further herein, which requirements the City would otherwise have imposed during the platting; and

**WHEREAS**, this agreement shall pertain to and bind Landowner at the time said Landowner's plat application with the City for its consideration.

**NOW THEREFORE**, based upon the above recitals and mutual covenants stated in this document, the parties hereby acknowledge and agree as follows:

The City agrees to approve the Landowner's plat contingent upon and in exchange for Landowner's agreement to timely perform the obligations stated in this Agreement. The owner of the Real Property shall be subject to the following:

1. Landowner may install and use a cistern for water purposes until a publicly available water supply becomes located within 200' of any lot line Lot A1 as described herein.
2. In the event a public water supply is within 200' of Lot A1 then the owner shall cease use of the cistern and shall promptly connect to the public water source. Black Hawk water constitutes a "public water system" for purposes of this Agreement.
3. No other requirements are subject to the delay as stated in this agreement, and Landowner agrees that it shall promptly comply with all other applicable ordinances of the City of Summerset, including but not limited to all ordinance requirements relating to drainage, appropriate fencing, fencing height, and lighting requirements.
4. This Agreement is binding on the parties hereto and their successors and/or assigns.
5. In the event Landowner breaches any obligations contained in this Agreement, the City may exercise and enforce all rights and remedies under South Dakota law, including but not limited to the right to obtain an order of specific performance or other injunctive relief, in addition to all other legal and equitable remedies.

6. This Agreement shall be recorded at the Meade County Register of Deeds and is deemed to run with the land and the benefits and obligations of this Agreement will transfer to a subsequent owner of the property.

**IN WITNESS WHEREOF**, the undersigned parties have executed this Agreement as of the date first written above.

CITY:

City of Summerset

\_\_\_\_\_  
Michael Kitzmiller, Mayor

STATE OF SOUTH DAKOTA     )  
  :SS  
COUNTY OF MEADE         )

On this the 19th day of September, 2024, before me, the undersigned officer, personally appeared Michael Kitzmiller, who acknowledged himself to be the Mayor of the City of Summerset, a municipal corporation, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself in such capacity.

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

\_\_\_\_\_  
Notary Public, South Dakota  
My Commission Expires:\_\_\_\_\_



OWNER:

Black River RE, LLC

\_\_\_\_\_  
Samuel Crittenden, Member

STATE OF SOUTH DAKOTA     )  
  :SS  
COUNTY OF MEADE            )

On this the 19th day of September, 2024, Black River RE, LLC, before me, the undersigned officer, personally appeared Samuel Crittenden who acknowledged himself to be the Owner of Black River RE, LLC, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself in such capacity.

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

\_\_\_\_\_  
Notary Public, South Dakota  
My Commission Expires: \_\_\_\_\_

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

**CITY OF SUMMERSET  
RESOLUTION 2024-17**

**WHEREAS,** there has been presented to the Board of Commissioners, of the City of Summerset, South Dakota a plat of the following described real property:

Plat of Lot A1 of the Black Rock Subdivision and dedicated 10' public right of way to Norman Avenue. Formerly a portion of the N1/2 of the SW1/4 of Section 5, Township 2 North, Range 7 East, Black Hills Meridian and Lot U3 all located in the N1/2 of the SW1/4 of Section 5, Township 2 North, Range 7 East, Black Hills Meridian, Meade County, South Dakota.

and it appearing to the Board of Commissioners that said plat conforms to the existing plats of said City of Summerset, that the streets set forth therein conform to the system of streets of the municipality, that all provisions of the subdivision regulations have been complied with, that all taxes and special assessments upon the land have been fully paid, and that said plat and survey thereof have been executed according to law.

**NOW THEREFORE BE IT RESOLVED** that said plat is hereby approved in all respects.

Dated this 19th day of September 2024.

ATTEST:  
(SEAL)

\_\_\_\_\_  
Brielle Schrock  
Finance Officer

\_\_\_\_\_  
Michael Kitzmiller  
Mayor

Published:  
Effective:

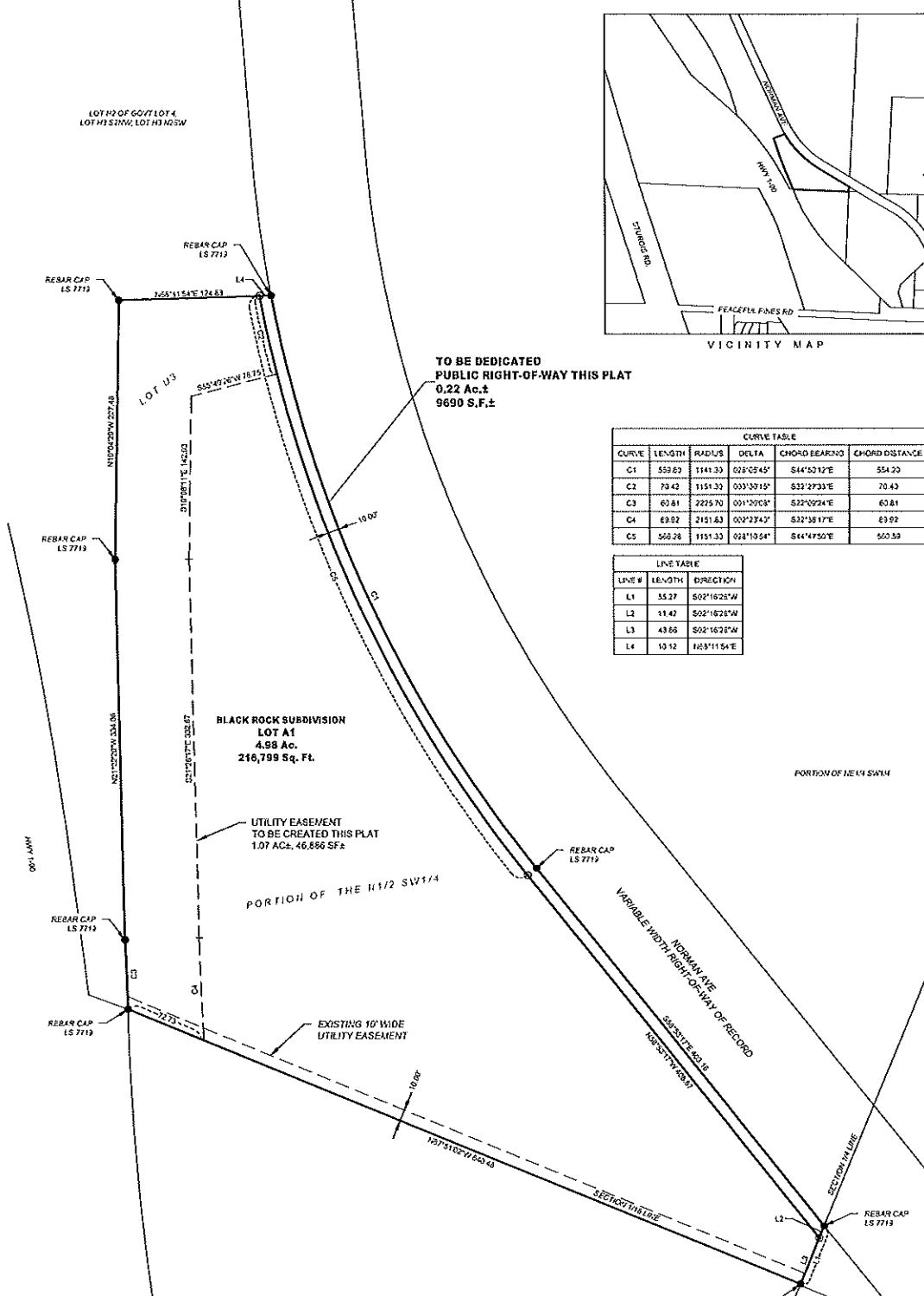
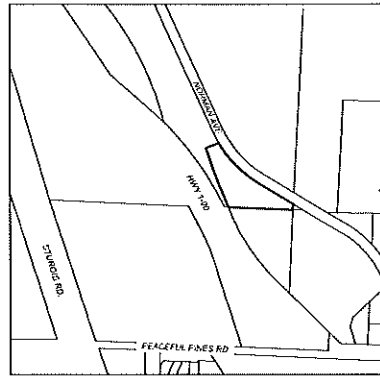
STATE OF SOUTH DAKOTA)  
  )ss  
COUNTY OF MEADE)

I, Brielle Schrock, Finance Officer of and for the City of Summerset, Meade County, South Dakota, do hereby certify that the foregoing is a true and correct resolution adopted by the City Commission of the City of Summerset at the regular meeting held on September 19th, 2024.

\_\_\_\_\_  
Brielle Schrock, Finance Officer

Published once \_\_\_\_\_ at total approximate cost \$ \_\_\_\_\_.

**PLAT OF LOT A1  
OF THE BLACK ROCK SUBDIVISION  
AND DEDICATED 10' PUBLIC RIGHT OF WAY TO NORMAN AVENUE**  
FORMERLY A PORTION OF THE N 1/2 OF THE SW 1/4 OF SEC. 5, T2N, R7E, B.H.M. AND LOT U3  
ALL LOCATED IN THE N 1/2 OF THE SW 1/4 OF SEC. 5, T2N, R7E, B.H.M.  
MEADE COUNTY, SOUTH DAKOTA



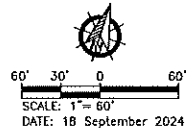
**TO BE DEDICATED  
PUBLIC RIGHT-OF-WAY THIS PLAT**  
0.22 Ac.±  
9690 S.F.±

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	59.62	1141.33	028°05'45"	S44°50'12"E	554.20
C2	73.42	1151.33	033°30'15"	S32°27'33"E	70.43
C3	62.81	2225.70	031°20'03"	S22°09'24"E	63.81
C4	69.02	2151.63	029°27'42"	S32°38'17"E	69.02
C5	568.28	1151.33	028°10'54"	S64°47'50"E	503.59

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	55.27	S02°16'28"W
L2	11.42	S02°16'28"W
L3	43.66	S02°16'28"W
L4	10.12	N09°11'54"E

**NOTES:**  
Resolution 2007-08.03 Recorded in Bk 761 Pg 433  
Vacated Lot A Plat Bk 22 Pg 158  
Plat of Lot U3 Plat Bk 22 Pg 333  
Building setback per City of Summerset Ordinance

**LEGEND**  
 (C) DENOTES SET 5/8" PC MARKED " T&G-LS 6117 "  
 (●) DENOTES FOUND SURVEY MONUMENT MARKED AS "LS 7719"  
 (R) DENOTES RECORDED IN PREVIOUS PLAT OR DESCRIPTION.  
 (L) DENOTES MEASURED IN THIS SURVEY.  
 UTILITY AND MINOR DRAINAGE EASEMENTS: 10' ON THE INTERIOR SIDES OF ALL LOT LINES, EXCEPT WHERE MAJOR DRAINAGE EASEMENTS LIE.  
 ANY MAJOR DRAINAGE EASEMENT SHOWN HEREON SHALL BE KEPT FREE OF ALL OBSTRUCTIONS INCLUDING BUT NOT LIMITED TO BUILDINGS, WALLS, FENCES, HEDGES, TREES AND SHRUBS. THESE EASEMENTS GRANT TO ALL PUBLIC AUTHORITIES THE RIGHT TO CONSTRUCT, OPERATE, MAINTAIN, INSPECT, AND REPAIR SUCH IMPROVEMENTS AND STRUCTURES AS IT DEEMS EXPEDIENT TO FACILITATE DRAINAGE FROM ANY SOURCE.  
 BASIS OF BEARINGS-SOUTH DAKOTA STATE PLANE NORTH ZONE COORDINATE SYSTEM (NAD83-2011).



**PLAT OF LOT A1  
OF THE BLACK ROCK SUBDIVISION  
AND DEDICATED 10' PUBLIC RIGHT OF WAY TO NORMAN AVENUE**  
FORMERLY A PORTION OF THE N 1/2 OF THE SW 1/4 OF SEC. 5, T2N, R7E, B.H.M. AND LOT U3  
ALL LOCATED IN THE N 1/2 OF THE SW 1/4 OF SEC. 5, T2N, R7E, B.H.M.  
MEADE COUNTY, SOUTH DAKOTA



**CERTIFICATE OF OWNERSHIP**

State of South Dakota  
County of Pennington S.S.

I, \_\_\_\_\_, of Black River RE, LLC, do hereby certify that we are the owners of the land shown and described hereon; that the survey was done at our request for the purpose indicated hereon; that we do hereby approve the survey and within plot of said land; and that the development of this land shall conform to all existing applicable zoning, subdivision, and erosion and sediment control regulations.

Any land shown on the within plot as dedicated to public right-of-way is hereby dedicated to public use and public utility use as such, forever, but such dedication shall not be construed to be a donation of the fee of such land.

In witness whereof, I have set my hand and seal

By \_\_\_\_\_  
of Black River RE, LLC.

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public, personally appeared \_\_\_\_\_ of Black River RE, LLC, known to me to be the person described in the foregoing instrument and acknowledged to me that he/she signed the same.

NOTARY PUBLIC: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

**CERTIFICATE OF CITY FINANCE OFFICER**

State of South Dakota  
County of Meade S.S.

I, Finance Officer of the City of Summit, do hereby certify that all special assessments that are liens upon any lands included within such plot are fully paid according to the records of my office.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Finance Officer of the City of Summit

**CERTIFICATE OF CITY FINANCE OFFICER**

State of South Dakota  
County of Meade S.S.

I, Finance Officer of the City of Summit, South Dakota do hereby certify that the foregoing instrument is a true and correct copy of the resolution adopted by the City Commission of the City of Summit, South Dakota at a meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Finance Officer of the City of Summit

**CERTIFICATE OF PLANNING COMMISSION**

State of South Dakota  
County of Meade S.S.

The City of Summit Planning and Zoning Commission certifies it has reviewed the final plat and hereby recommends approval to the City Commission of the City of Summit, South Dakota.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Planning Commission member \_\_\_\_\_ Date \_\_\_\_\_

**RESOLUTION OF CITY COMMISSION**

WHEREAS there has been presented to the City Commission of the City of Summit, South Dakota the within plat of the above described lands, and it appears to this Council of Commissioners that:

- The system of streets set forth therein conforms to the system of streets of the existing plat of the city.
- A provision of the City Subdivision regulations have been complied with;
- All taxes and special assessments upon the Tract or Subdivision have been fully paid; and
- Such plot and survey thereof have been executed according to law.

NOW THEREFORE, BE IT RESOLVED that said plat is hereby approved in all respects.

Dated at Summit, South Dakota, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Mayor of the City of Summit \_\_\_\_\_ Date \_\_\_\_\_

**CERTIFICATE OF SURVEYOR**

State of South Dakota

I, Robert A. Reiling, Registered Land Surveyor No. 6117 in the State of South Dakota, do hereby certify that at the request of the owners listed hereon, I have surveyed the tract of land shown, and to the best of my knowledge and belief, the within plat is a representation of said survey. Easements or restrictions of miscellaneous record or private agreements that are not known to me are not shown hereon.

In witness whereof, I have hereunto set my hand and seal.

Robert A. Reiling, Registered Land Surveyor #6117 \_\_\_\_\_ Date: \_\_\_\_\_

**COUNTY OFFICIAL OF EQUALIZATION**

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

County Official of Equalization of Meade County

**CERTIFICATE OF COUNTY TREASURER**

State of South Dakota  
County of Meade S.S.

I, Treasurer of Meade County, do hereby certify that all taxes which are liens upon the within described lands are fully paid according to the records of my office.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Treasurer of Meade County

**APPROVAL BY HIGHWAY OR STREET AUTHORITY**

The location of the proposed access to an abutting subdivision street from the existing public street or highway as shown hereon is hereby approved. Any change in the location of the said access street shall require additional approval.

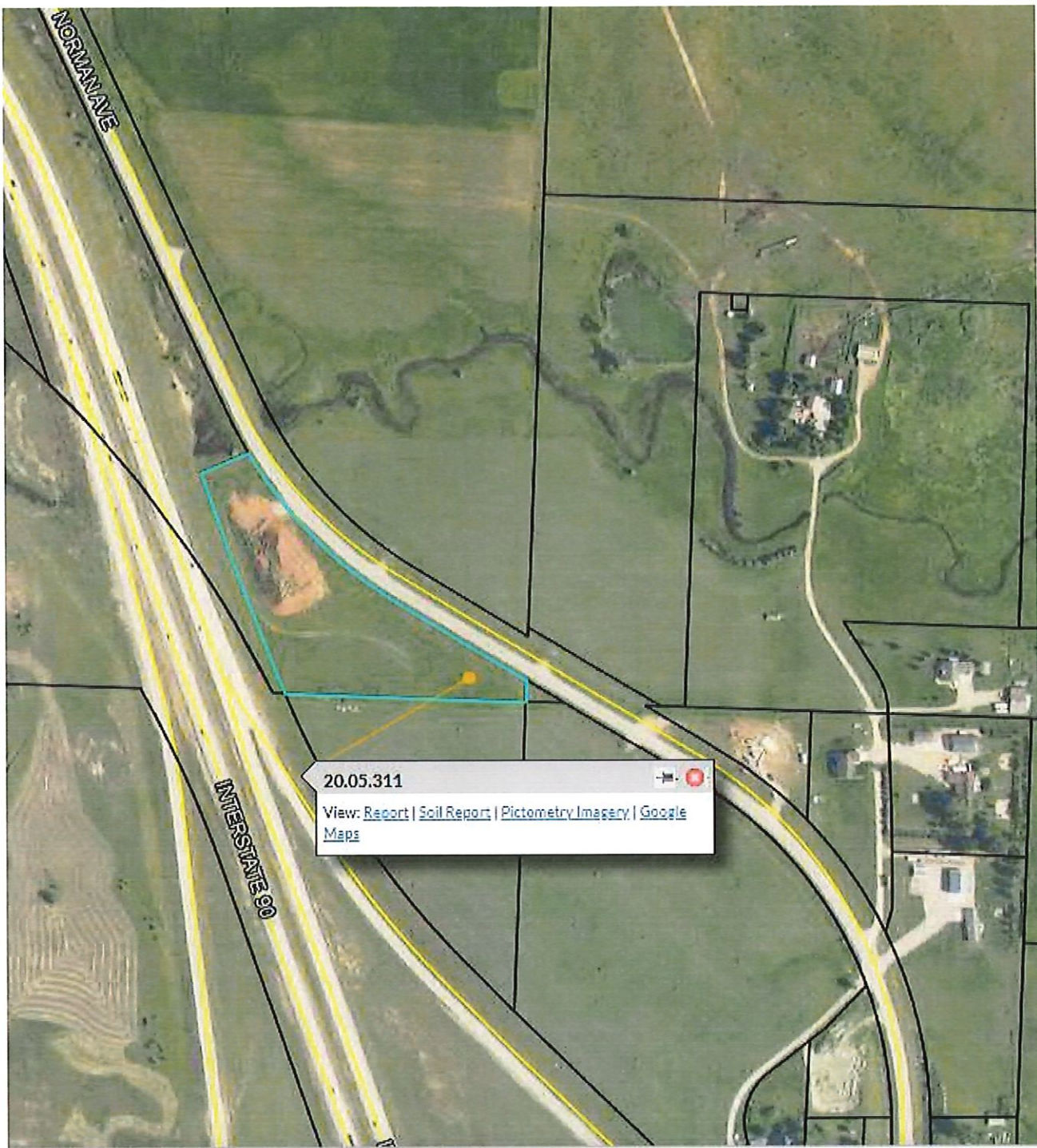
Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

County Highway Authority \_\_\_\_\_

Engineer of State Department of Transportation

**CERTIFICATE OF REGISTER OF DEEDS**

State of South Dakota  
County of Meade S.S.



Alternate ID n/a  
Class NAC  
Acreage n/a

Owner Address BLACK RIVER RE LLC  
623 DAKOTA DR  
RAPID CITY SD 57702

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

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**CITY OF SUMMERSET  
RESOLUTION 2024-18  
ANNEXATION RESOLUTION**

**WHEREAS**, there has been presented to the Board of Commissioners of the City of Summerset, South Dakota, a Petition for Voluntary Annexation of the real property described as:

Lot A1 of Black Rock Subdivision, City of Summerset, Meade County,  
South Dakota, as shown on the plat filed in Plat Book \_\_\_\_\_ on Page  
\_\_\_\_\_.

**WHEREAS**, the Petition for Annexation was heard at a duly noticed regular meeting of the Summerset Board of Commissioners on September 19th, 2024, and has been signed and presented by Black River RE, LLC's members Sam Crittenden of 623 Dakota Drive, Rapid City, South Dakota and Ethan Peterson of 12942 Pony Express Drive, Piedmont, South Dakota, dated August 14th, 2024, and

**WHEREAS**, the Petition for Annexation pertains to a request to extend the boundaries of the City of Summerset by including the above described real property into the City of Summerset; and

**WHEREAS**, the City determines and expressly finds that all of the real property subject to the voluntary Petition for Annexation and as reflected in map attached as Exhibit A to be contiguous to the City of Summerset in all respects, and that the annexation of the real property is natural and reasonable, and

**WHEREAS**, the Petition has been submitted in accordance with SDCL 9-4-1, having been signed by not less than three-fourths of the registered voters and by the owners of not less than three-fourths of the value of the territory sought to be annexed to the municipality, it appearing to the satisfaction of the City of Summerset that Black River RE, LLC is the sole legal owner of the described property; and

**THEREFORE, BE IT RESOLVED**, that said Petitions for voluntary annexation is hereby approved and adopted in all respects and that the described real estate as identified above and in the map attached as Exhibit A is now within the municipal boundaries of the City of Summerset; and whereas the City desires to inform all relevant authorities and public and private officers of its geographic corporate boundaries, as well as all legal descriptions of real property within said boundaries, the City requests the Meade County Register of Deeds to record the above legal description as within the boundaries of the City of Summerset.

Dated: September 19th, 2024.

ATTEST:

\_\_\_\_\_  
Brielle Schrock  
Finance Officer

\_\_\_\_\_  
Mike Kitzmiller  
Mayor

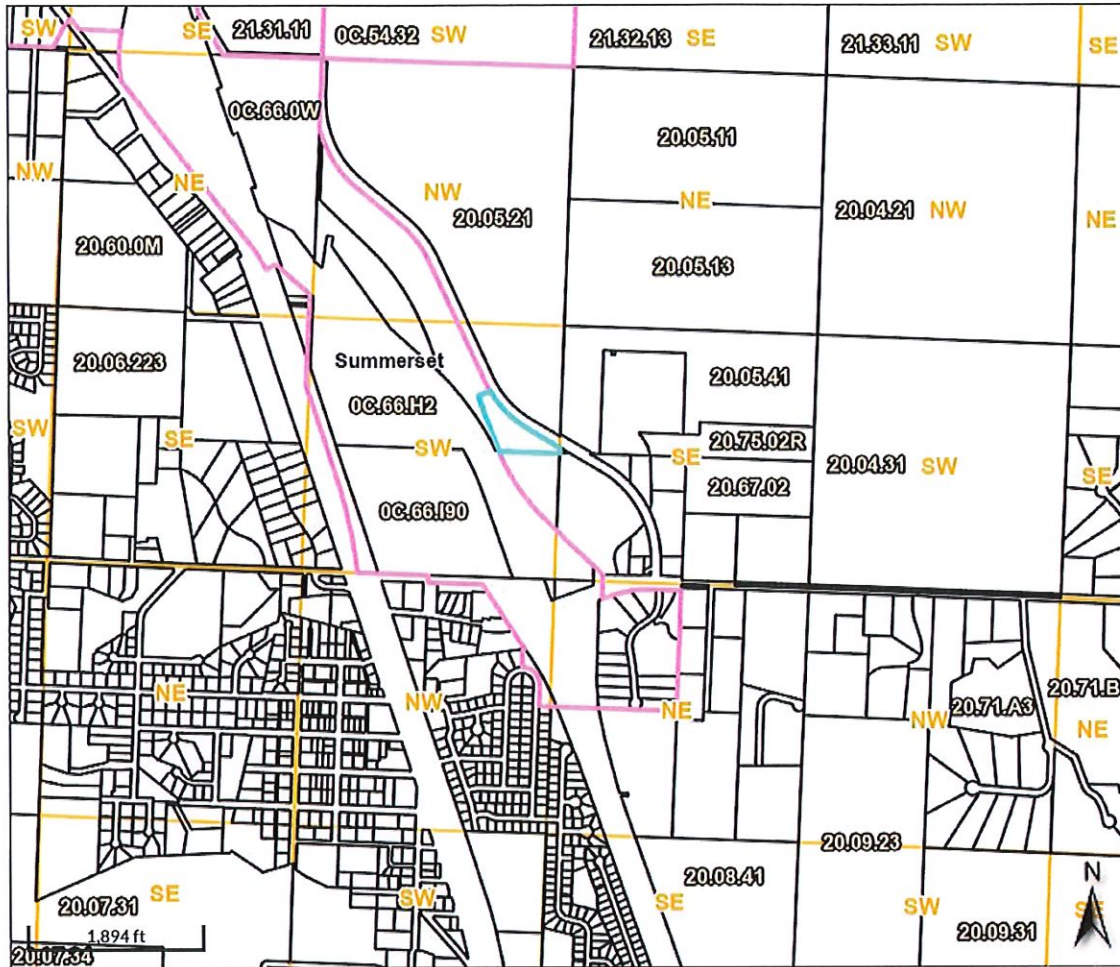
Published:  
Effective:

STATE OF SOUTH DAKOTA)  
  )ss  
COUNTY OF MEADE                  )

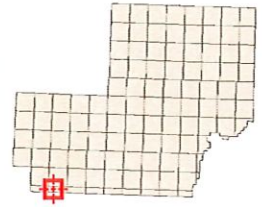
I, Brielle Schrock, duly appointed Finance Officer of and for the City of Summerset, Meade County, South Dakota, do hereby certify that the foregoing is a true and correct resolution adopted by the City Commission of the City of Summerset at the regular meeting held on September 19th, 2024.

\_\_\_\_\_  
Brielle Schrock  
Finance Officer

EXHIBIT A



Overview



Legend

- Parcels 2024
- Lots
- Subdivisions
- Qtrr Sections
- Summerset City Limits

Parcel ID	20.05.311	Alternate ID	n/a	Owner Address	BLACK RIVER RE LLC
Sec/Twp/Rng	5-2-7	Class	NAC		623 DAKOTA DR
Property Address		Acreage	n/a		RAPID CITY SD 57702
District	BHF514 - BLACK HAWK FIRE - RC SCHOOL				
Brief Tax Description	PORTION OF N2SW (FKA LOT A PB 22 PG 158; AND LOT U3 PB 22 PG 333)				
	(Note: Not to be used on legal documents)				

Date created: 9/13/2024  
 Last Data Uploaded: 9/13/2024 3:28:18 AM

Developed by Schneider  
 GEOSPATIAL



# PETITION FOR ANNEXATION

We, the undersigned, hereby state that we constitute not less than three-fourths of the legal voters and further constitute the owners of not less than three-fourths in value of the described territory contiguous to the City of Summerset and hereby petition the council of commissioners of the City of Summerset to annex the following described territory pursuant to SDCL 9-4-1.

Legal description of the territory sought to be annexed below:

Plat of Lot A1, being a portion of the  
N 1/2 SW 1/4 of Section 5, T2N, Range 7 East  
BH M, Meade County SD.

Dedicated  
10' wide  
Public ROW

Legal changed  
9/18/2024

Property Assessed Valuation: \_\_\_\_\_

(PLEASE PRINT)

Owner Name: Ethan Peterson Date: 8-14-24

Owner Address: 12942 Pony Express Dr Piedmont, SD 57769

Owner Signature: Ethan Peterson

Voter Name: Ethan Peterson Date: 8-14-24

Voter Address: 12942 Pony Express Dr Piedmont, SD 57769

Voter Signature: Ethan Peterson

.....  
City of Summerset Office Use Only

Petition Received by LS Date Received 8/14/2024 / 9/18/2024

Mayor's Signature: \_\_\_\_\_

Meeting Date of Approval: \_\_\_\_\_

Plat of Lot A1 of the Black Rock Subdivision and dedicated 10' public right of way to Norman Avenue. Formerly a portion of the N1/2 of the SW1/4 of Section 5, Township 2 North, Range 7 East, Black Hills Meridian and Lot U3 all located in the N1/2 of the SW1/4 of Section 5, Township 2 North, Range 7 East, Black Hills Meridian, Meade County, South Dakota.

# PETITION FOR ANNEXATION

We, the undersigned, hereby state that we constitute not less than three-fourths of the legal voters and further constitute the owners of not less than three-fourths in value of the described territory contiguous to the City of Summerset and hereby petition the council of commissioners of the City of Summerset to annex the following described territory pursuant to SDCL 9-4-1.

Legal description of the territory sought to be annexed below:

Plat of Lot A7 being a portion of the  
1/4 SW 1/4 of Section 5, T2N, Range 7 East  
B.N. Meade Court SW

*9.92  
Dedicated  
10' wide  
Public RDW*

*Legal changed  
9/18/2024*

Property Assessed Valuation: \_\_\_\_\_

(PLEASE PRINT)

Owner Name: Sam Crittenden Date: 08/14/24

Owner Address: 623 Dakota Dr. Rapid City, SD 57702

Owner Signature: 

Voter Name: Sam Crittenden Date: 08/14/24

Voter Address: 623 Dakota Dr. Rapid City, SD 57702

Voter Signature: 

.....  
**City of Summerset Office Use Only**

Petition Received by LS Date Received 8/14/24 / 9/18/2024

Mayor's Signature: \_\_\_\_\_

Meeting Date of Approval: \_\_\_\_\_

Plat of Lot A1 of the Black Rock Subdivision and dedicated 10' public right of way to Norman Avenue. Formerly a portion of the N1/2 of the SW1/4 of Section 5, Township 2 North, Range 7 East, Black Hills Meridian and Lot U3 all located in the N1/2 of the SW1/4 of Section 5, Township 2 North, Range 7 East, Black Hills Meridian, Meade County, South Dakota.