

**SUMMERSET CITY COMMISSION
REGULAR MEETING
SUMMERSET MUNICIPAL BUILDING
7055 LEISURE LANE
THURSDAY, SEPTEMBER 19th, 2024 6:00 P.M.**

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

Mayor Kitzmiller led in the Pledge of Allegiance.

Mayor Kitzmiller gave the invocation.

CALL FOR CHANGES

Motion by Reade, second by Hirsch to approve the agenda of the regular meeting of the Summerset City Commission for September 19th, 2024 as presented or amended. Motion carried.

CONSENT CALENDAR

Motion by Markham, second by Reade to approve the minutes of the regular meeting held on September 5th, 2024, as presented or amended. Motion carried.

APPROVAL OF CLAIMS

Motion by Hirsch, second by Reade to approve the claims and hand checks in the amount of \$143,985.72 from September 5th, 2024 through September 18th, 2024, as presented or amended. Motion carried.

American Legal	150.00
Black Hawk Water Users District	302.55
Black Hills Community Economic Development	500.00
Cardmember Services	8,211.52
CBH CO-OP	4,986.61
City of Rapid City	5,366.34
City of Sturgis	116.00
Dakota Pump, Inc	5,430.82
Demersseman Jensen Tellinghuisen & Huffman, LLP	4,737.70
Diamond Water Company	185.00
Golden West Technologies	3,983.98
Greenapsis	350.00
HDR Engineering, Inc	13,382.80
Hermanson Egge Engineering, Inc.	1,080.00
Hirsch, Clyde	50.00
Iron Outfitter Waste Services, Inc.	30.72
Kieffer Sanitation	515.00
MDU	253.66
Meade County Register of Deeds	90.00
Mid-American Research Chemical	207.73
Midcontinent Communications	184.40

Midcontinent Testing Laboratories, Inc.	360.00
Renatus Exteriors	39,112.50
RCS Construction Inc	95,169.91
Schmagel, David	50.00
SD Local Transportation Assistance Program	250.00
SD One Call	18.90
SD State Treasurer	972.62
Servall Uniform & Linen Supply	195.16
Sturgis Police Reserves	375.00
USA Bluebook	5,663.44

****NOTED FOR THE RECORD – DEPARTMENT HEAD REPORTS ARE IN THE PACKET FOR VIEWING.**

SEDC UPDATE – AMANDA ANGLIN/BRENNA BLOCK

Motion by Reade, second by Markham to open discussion. Motion carried. Amanda Anglin and Benna Block gave an overview of economic development and current happenings for the City.

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

LIGHTING MAINTENANCE CO. QUOTE/ ELECTRICAL SIGN – M. KITZMILLER

Motion by Reade, second by Markham to open discussion. Motion carried. Mayor Kitzmiller spoke to the need of informational digital signs both on the north side and south side of Summerset for its citizens.

Motion by Markham, second by Reade to close discussion. Motion carried. No action taken.

QUOTE FROM JAMIE STEELE CONSTRUCTION ON BUILDING – M. KITZMILLER

Motion by Hirsch, second by Markham to open discussion. Motion carried. Mayor Kitzmiller informed the Board that the stonework on City Hall’s pillars is starting to come off. Quotes were pursued and most could not get to it until next year. One quote did come in from Jamie Steele Construction. The Board suggested that the Finance Officer review the budget to see if there are monies available to complete the same.

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

Motion to table until October 3rd, pending review of budget by Finance Officer. Motion carried.

EVERGREEN SOLUTIONS BREAK-FIX MANAGED SERVICE AGREEMENT.

Motion by Markham, second by Reade to open discussion. Motion carried. Lisa Schieffer spoke on duties to be carried out. The Board ensued discussions on qualifications.

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

Motion by Markham, second by Hirsch to approve. Motion carried.

DISCUSSION ON SDDOT JOINT POWERS AGREEMENT

Motion by Hirsch, second by Reade to open discussion. Motion carried. Lisa Schieffer spoke to the agreement and discussions with other entities. The item is still pending further review.

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

APPLICATION AND CERTIFICATE OF PAYMENT #18 – WWTP EXPANSION.

Motion by Markham, second by Hirsch to approve. Motion carried.

RESOLUTION 2024-16 ESTABLISHMENT OF CAPITAL OUTLAY FOR STREET IMPROVEMENTS

Motion by Reade, second by Markham to open discussion. Motion carried. Lisa Schieffer presented the Resolution to the Board with the changes that were discussed.

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

Motion by Reade, second by Markham to rescind Resolution 2023-12. Motion carried.

Motion by Markham, second by Reade to approve Resolution 2024-16. Motion carried.

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

Motion by Markham, second by Hirsch to approve the second reading of amended Ordinance 2024-12. Motion carried.

Motion by Hirsch, second by Markham to adopt Ordinance 2024-12. Motion carried.

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

Motion by Reade, second by Markham to approve the second reading of amended Ordinance 2024-11. Motion carried.

Motion by Markham, second by Reade to adopt Ordinance 2024-11. Motion carried.

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

Motion by Reade, second by Markham to approve the second reading of amended Ordinance 2025. Motion carried.

Motion by Hirsch, second by Reade to adopt Ordinance 2025. Motion carried.

Motion by Markham, second by Reade to approve Fiscal Year Budget 2025 for the City of Summerset. Motion carried.

BLACK RIVER RE, LLC DEVELOPER'S AGREEMENT

Motion by Hirsch, second by Reade to open discussion. Motion carried. Lisa Schieffer gave a brief outline on the requests in the developer's agreement.

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

Motion by Reade, second by Markham to approve the Developer's Agreement with Black River RE, LLC. Motion carried.

BLACK RIVER RE, LLC PRELIMINARY/FINAL PLAT – RESOLUTION 2024-17

*Planning & Zoning Board recommended unanimously a do pass.

Motion by Hirsch, second by Markham to open discussion. Motion carried. Lisa Schieffer presented the preliminary/final plat to the Board and went over the review from Planning & Zoning.

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

Motion by Reade, second by Hirsch to approve the preliminary-final plat of Black River RE, LLC. Motion carried.

BLACK RIVER RE, LLC VOLUNTARY ANNEXATION – RESOLUTION 2024-18

*Planning & Zoning Board recommended unanimously a do pass.

Motion by Markham, second by Reade to open discussion. Motion carried. Lisa Schieffer presented the petition to the Board.

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

Motion by Hirsch, second by Markham to approve the annexation of Black River RE, LLC. Motion carried.

CITIZEN INPUT- none

UPCOMING EVENTS:

South Dakota Municipal League Conferences will be held October 8th – 11th in Sioux Falls, SD.

City Offices will be closed Monday, October 14th in observance of Native American Day.\

ITEMS FROM CITY ATTORNEY

Motion by Markham, second by Reade to enter Executive Session per SDCL 1-25-2 for discussing legal, economic development, and personnel issues at 7:02pm. Motion carried.

Motion by Reade, second by Hirsch to exit Executive Session at 7:24pm. Motion carried.

ADJOURNMENT

Motion by Reade, second by Markham to adjourn at 7:24p.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: 1098 - A&B Business Solutions										Vendor Total: 583.73
IN1191639	Invoice	10/3/2024	10/3/2024	10/3/2024	10/3/2024	45.00	0.00	0.00	0.00	45.00
Monthly Water Machine Usage	BANKW - BANK WEST				No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Monthly Water Usage	NA		0.00	0.00	45.00	0.00	0.00	0.00	45.00	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
101-4192-43400	Equip Expense				45.00	100.00%				
Vendor: 11192597										Vendor Total: 538.73
IN1192597	Invoice	10/3/2024	10/3/2024	10/3/2024	10/3/2024	538.73	0.00	0.00	0.00	538.73
Copy Machine Monthly Usage	BANKW - BANK WEST				No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Copy Machine Monthly Usage	NA		0.00	0.00	538.73	0.00	0.00	0.00	538.73	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
101-4192-43400	Equip Expense				538.73	100.00%				
Vendor: 1111 - Ambrose, Jonathan										Vendor Total: 50.00
Oct 2024	Invoice	10/3/2024	10/3/2024	10/3/2024	10/3/2024	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				
604-4000-42810	Phone				50.00	100.00%				
Vendor: 1808 - Anglin, Mitch										Vendor Total: 50.00
Oct 2024	Invoice	10/3/2024	10/3/2024	10/3/2024	10/3/2024	50.00	0.00	0.00	0.00	50.00
Phone stipend	BANKW - BANK WEST				No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Phone stipend	NA		0.00	0.00	50.00	0.00	0.00	0.00	50.00	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
101-4310-42810	Phone				50.00	100.00%				
Vendor: 1816 - AT&T Mobility										Vendor Total: 652.70
Oct 2024	Invoice	10/3/2024	10/3/2024	10/3/2024	10/3/2024	652.70	0.00	0.00	0.00	652.70
FirstNet SSPD	BANKW - BANK WEST				No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
FirstNet SSPD	NA		0.00	0.00	652.70	0.00	0.00	0.00	652.70	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
101-4210-42810	Phone				652.70	100.00%				
Vendor: 1906 - Birgen, Nicholin										Vendor Total: 50.00
Oct 2024	Invoice	10/3/2024	10/3/2024	10/3/2024	10/3/2024	50.00	0.00	0.00	0.00	50.00
Phone stipend	BANKW - BANK WEST				No					

Payable Register

Packet: APPKT00100 - 10.03.2024

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description										
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Phone stipend Distributions	NA		0.00	0.00	50.00	0.00	0.00	0.00	50.00	
Account Number	Account Name	Project Account Key			Amount	Percent				
101-4140-42810	Phone				50.00	100.00%				

Vendor: [0808 - Black Hills Energy](#) Vendor Total: 7,234.31

Oct 2024	Invoice	10/3/2024	10/3/2024	10/3/2024	10/3/2024	7,234.31	0.00	0.00	0.00	7,234.31
Govt bldg utilities										
BANKW - BANK WEST No										

Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Govt bldg utilities	NA		0.00	0.00	7,234.31	0.00	0.00	0.00	7,234.31	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
101-4192-42800	Utility Expense				732.80	10.13%				
101-4310-42800	Utility Expense				1,101.30	15.22%				
101-4520-42800	Utility Expense				50.67	0.70%				
604-4000-42800	Utility Expense				5,349.54	73.95%				

Vendor: [1830 - Clarity Telecom](#) Vendor Total: 2,476.14

Oct 2024	Invoice	10/3/2024	10/3/2024	10/3/2024	10/3/2024	2,476.14	0.00	0.00	0.00	2,476.14
Phone/ fax/ internet										
BANKW - BANK WEST No										

Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Phone/ fax/ internet	NA		0.00	0.00	2,476.14	0.00	0.00	0.00	2,476.14	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
101-4192-42800	Utility Expense				2,476.14	100.00%				

Vendor: [1513 - Hirsch, Clyde](#) Vendor Total: 50.00

Oct 2024	Invoice	10/3/2024	10/3/2024	10/3/2024	10/3/2024	50.00	0.00	0.00	0.00	50.00
Phone stipend										
BANKW - BANK WEST No										

Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Phone stipend	NA		0.00	0.00	50.00	0.00	0.00	0.00	50.00	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
101-4110-42810	Phone				50.00	100.00%				

Vendor: [1953 - I&S Group, Inc.](#) Vendor Total: 2,000.00

109093	Invoice	10/3/2024	10/3/2024	10/3/2024	10/3/2024	2,000.00	0.00	0.00	0.00	2,000.00
Capital Improvement Planning										
BANKW - BANK WEST No										

Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Capital Improvement Planning	NA		0.00	0.00	2,000.00	0.00	0.00	0.00	2,000.00	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
101-4110-42200	Prof Fees Expense				2,000.00	100.00%				

Vendor: [0324 - Kayl, Anthony](#) Vendor Total: 50.00

Oct 2024	Invoice	10/3/2024	10/3/2024	10/3/2024	10/3/2024	50.00	0.00	0.00	0.00	50.00
Phone stipend										
BANKW - BANK WEST No										

Payable Register

Packet: APPKT00100 - 10.03.2024

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	
Phone stipend	NA		0.00	0.00	50.00	0.00	0.00	0.00	50.00	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
101-4310-42810	Phone				50.00	100.00%				

Vendor: 1468 - KENNY'S BODY SHOP										Vendor Total:	14,044.86
12	Invoice	10/3/2024	10/3/2024	10/3/2024	10/3/2024	14,044.86	0.00	0.00	0.00	14,044.86	
23 Dodge Charger		BANKW - BANK WEST			No						

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
23 Dodge Charger	NA	0.00	0.00	14,044.86	0.00	0.00	0.00	14,044.86		
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
101-4210-42500	Repair/Maint Expense				14,044.86	100.00%				

Vendor: 1103 - Kitzmiller, Michael										Vendor Total:	50.00
Oct 2024	Invoice	10/3/2024	10/3/2024	10/3/2024	10/3/2024	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				
101-4120-42810	Phone				50.00	100.00%				

Vendor: 1970 - Markham, Gwenn										Vendor Total:	50.00
Oct 2024	Invoice	10/3/2024	10/3/2024	10/3/2024	10/3/2024	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				
101-4110-42810	Phone				50.00	100.00%				

Vendor: 1101 - Meade County Auditor										Vendor Total:	2,859.14
08-2024	Invoice	10/3/2024	10/3/2024	10/3/2024	10/3/2024	2,859.14	0.00	0.00	0.00	2,859.14	
Dispatch expenses for Aug 2024		BANKW - BANK WEST			No						

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
Dispatch expenses for Aug 2024	NA	0.00	0.00	2,859.14	0.00	0.00	0.00	2,859.14		
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
101-4210-42820	Dispatch Expense				2,859.14	100.00%				

Vendor: 0664 - Meade County Register of Deeds										Vendor Total:	30.00
Annexation Filing	Invoice	10/3/2024	10/3/2024	10/3/2024	10/3/2024	30.00	0.00	0.00	0.00	30.00	
Black River Annexation Filing		BANKW - BANK WEST			No						

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
Black River Annexation Filing	NA	0.00	0.00	30.00	0.00	0.00	0.00	30.00		
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
101-4652-42300	Publishing Exp				30.00	100.00%				

Payable Register

Packet: APPKT00100 - 10.03.2024

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

Vendor: [1971 - Osten, Michael](#) Vendor Total: 50.00

Oct 2024	Invoice	10/3/2024	10/3/2024	10/3/2024	10/3/2024	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			
101-4110-42810	Phone				50.00	100.00%			

Vendor: [1732 - Schieffer, Lisa](#) Vendor Total: 50.00

Oct 2024	Invoice	10/3/2024	10/3/2024	10/3/2024	10/3/2024	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			
101-4140-42810	Phone				50.00	100.00%			

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

Oct 2024	Invoice	10/3/2024	10/3/2024	10/3/2024	10/3/2024	50.00	0.00	0.00	0.00	50.00
Phone stipend		BANKW - BANK WEST			No					

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

Vendor: [1746 - SCHROCK, BRIELLE](#) Vendor Total: 50.00

Oct 2024	Invoice	10/3/2024	10/3/2024	10/3/2024	10/3/2024	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			
101-4140-42810	Phone				50.00	100.00%			

Vendor: [1820 - Smith, Jeff](#) Vendor Total: 50.00

Oct 2024	Invoice	10/3/2024	10/3/2024	10/3/2024	10/3/2024	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			
101-4310-42810	Phone				50.00	100.00%			

Vendor: [1792 - TRANSOURCE TRUCK & EQUIPMENT, INC.](#) Vendor Total: 2,763.29

42W6163	Invoice	10/3/2024	10/3/2024	10/3/2024	10/3/2024	2,763.29	0.00	0.00	0.00	2,763.29
Oshkosh Servicing		BANKW - BANK WEST			No					

Payable Register

Packet: APPKT00100 - 10.03.2024

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description										
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Oshkosh Servicing Distributions	NA		0.00	0.00	2,763.29	0.00	0.00	0.00	2,763.29	
Account Number	Account Name	Project Account Key			Amount	Percent				
101-4310-42610	Auto Expense				2,763.29	100.00%				

Vendor: [1024 - USA Bluebook](#)

Vendor Total: 1,373.47

INV00475312	Invoice	10/3/2024	10/3/2024	10/3/2024	10/3/2024	103.70	0.00	0.00	0.00	103.70
WWTP Supplies	BANKW - BANK WEST		No							

Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
WWTP Supplies	NA		0.00	0.00	103.70	0.00	0.00	0.00	103.70	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
604-4000-42630	Chemicals and Lab Supplies				103.70	100.00%				

INV00475318	Invoice	10/3/2024	10/3/2024	10/3/2024	10/3/2024	1,269.77	0.00	0.00	0.00	1,269.77
WWTP Supplies	BANKW - BANK WEST		No							

Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
WWTP Supplies	NA		0.00	0.00	1,269.77	0.00	0.00	0.00	1,269.77	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
604-4000-42630	Chemicals and Lab Supplies				1,269.77	100.00%				

Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	24	34,617.64	0.00	0.00	0.00	34,617.64	0.00	34,617.64
	Grand Total:	34,617.64	0.00	0.00	0.00	34,617.64	0.00	34,617.64

Account Summary

<u>Account</u>	<u>Name</u>	<u>Amount</u>
101-4110-42200	Prof Fees Expense	2,000.00
101-4110-42810	Phone	150.00
101-4120-42810	Phone	50.00
101-4140-42810	Phone	150.00
101-4192-42800	Utility Expense	3,208.94
101-4192-43400	Equip Expense	583.73
101-4210-42500	Repair/Maint Expense	14,044.86
101-4210-42810	Phone	652.70
101-4210-42820	Dispatch Expense	2,859.14
101-4310-42610	Auto Expense	2,763.29
101-4310-42800	Utility Expense	1,101.30
101-4310-42810	Phone	150.00
101-4520-42800	Utility Expense	50.67
101-4652-42300	Publishing Exp	30.00
Total:		27,794.63

<u>Account</u>	<u>Name</u>	<u>Amount</u>
604-4000-42630	Chemicals and Lab Supplies	1,373.47
604-4000-42800	Utility Expense	5,349.54
604-4000-42810	Phone	100.00
Total:		6,823.01



City of Summerset, SD

Payable Register

Payable Detail by Vendor Name

Packet: APPKT00099 - PYPKT00166 - September 2024

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

Vendor: [0322 - AFLAC Remittance Processing](#) Vendor Total: 96.72

[INV0000161](#) Invoice 9/27/2024 9/27/2024 9/27/2024 9/27/2024 96.72 0.00 0.00 0.00 96.72
 AFLAC Disability BANKEFT - BANK WEST EFT No Payment Date: 9/27/2024 Bank Draft: DFT0000183

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
AFLAC Disability Distributions	NA	0.00	0.00	96.72	0.00	0.00	0.00	96.72

Account Number	Account Name	Project Account Key	Amount	Percent
998-0000-21840	Accident Insurance		96.72	0%

Vendor: [1952 - Child Support Payment Center](#) Vendor Total: 442.00

[INV0000162](#) Invoice 9/27/2024 9/27/2024 9/27/2024 9/27/2024 442.00 0.00 0.00 0.00 442.00
 Child Support Garnishment BANKW - BANK WEST No

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Child Support Garnishment Distributions	NA	0.00	0.00	442.00	0.00	0.00	0.00	442.00

Account Number	Account Name	Project Account Key	Amount	Percent
998-0000-21810	Garnishment Payable		442.00	0%

Vendor: [0468 - Delta Dental](#) Vendor Total: 1,177.40

[1923989](#) Invoice 9/27/2024 9/27/2024 9/27/2024 9/27/2024 1,177.40 0.00 0.00 0.00 1,177.40
 September 2024 BANKW - BANK WEST No

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
September 2024 Distributions	NA	0.00	0.00	1,177.40	0.00	0.00	0.00	1,177.40

Account Number	Account Name	Project Account Key	Amount	Percent
998-0000-21800	Dental & Vision Ins Payable		1,177.40	100.00%

Vendor: [0041 - Health Pool of SD](#) Vendor Total: 17,203.57

[2024-6948](#) Invoice 9/27/2024 9/27/2024 9/27/2024 9/27/2024 17,203.57 0.00 0.00 0.00 17,203.57
 September 2024 BANKW - BANK WEST No

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
September 2024 Distributions	NA	0.00	0.00	17,203.57	0.00	0.00	0.00	17,203.57

Account Number	Account Name	Project Account Key	Amount	Percent
998-0000-21830	Medical Ins Payable		17,203.57	100.00%

Vendor: [0011 - SDRS](#) Vendor Total: 12,093.12

[INV0000163](#) Invoice 9/27/2024 9/27/2024 9/27/2024 9/27/2024 4,799.86 0.00 0.00 0.00 4,799.86
 SDRS 6% BANKEFT - BANK WEST EFT No Payment Date: 9/27/2024 Bank Draft: DFT0000184

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
SDRS 6% Distributions	NA	0.00	0.00	4,799.86	0.00	0.00	0.00	4,799.86

Account Number	Account Name	Project Account Key	Amount	Percent
211-0000-21910	SDRS Payable		205.24	0%
101-0000-21910	SDRS Payable		2,976.48	0%
604-0000-21910	SDRS Payable		1,618.14	0%

Payable Register

Packet: APPKT00099 - PYPKT00166 - September 2024

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
INV0000164	Invoice	9/27/2024	9/27/2024	9/27/2024	9/27/2024	7,293.26	0.00	0.00	0.00	7,293.26
SDRS 8%	BANKEFT - BANK WEST EFT				No	Payment Date: 9/27/2024		Bank Draft:		DFT0000185

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
SDRS 8% Distributions	NA	0.00	0.00	7,293.26	0.00	0.00	0.00	7,293.26

Account Number	Account Name	Project Account Key	Amount	Percent
101-0000-21910	SDRS Payable		7,293.26	0%

Vendor: [1022 - SDRS-SUPPLEMENTAL RETIREMENT PLAN \(SDSRP\)](#)

Vendor Total: 775.00

INV0000165	Invoice	9/27/2024	9/27/2024	9/27/2024	9/27/2024	775.00	0.00	0.00	0.00	775.00
SDRS Supplemental	BANKW - BANK WEST				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
SDRS Supplemental Distributions	NA	0.00	0.00	775.00	0.00	0.00	0.00	775.00

Account Number	Account Name	Project Account Key	Amount	Percent
101-0000-21910	SDRS Payable		495.02	0%
604-0000-21910	SDRS Payable		279.98	0%

Vendor: [0128 - United States Treasury](#)

Vendor Total: 20,254.11

INV0000166	Invoice	9/27/2024	9/27/2024	9/27/2024	9/27/2024	6,792.47	0.00	0.00	0.00	6,792.47
Federal W/H	BANKEFT - BANK WEST EFT				No	Payment Date: 9/27/2024		Bank Draft:		DFT0000186

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Federal W/H Distributions	NA	0.00	0.00	6,792.47	0.00	0.00	0.00	6,792.47

Account Number	Account Name	Project Account Key	Amount	Percent
211-0000-21710	Payroll Tax Payable		183.04	0%
604-0000-21710	Payroll Tax Payable		1,097.86	0%
101-0000-21710	Payroll Tax Payable		5,511.57	0%

INV0000167	Invoice	9/27/2024	9/27/2024	9/27/2024	9/27/2024	10,910.06	0.00	0.00	0.00	10,910.06
Social Security	BANKEFT - BANK WEST EFT				No	Payment Date: 9/27/2024		Bank Draft:		DFT0000187

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Social Security Distributions	NA	0.00	0.00	10,910.06	0.00	0.00	0.00	10,910.06

Account Number	Account Name	Project Account Key	Amount	Percent
211-0000-21710	Payroll Tax Payable		209.80	0%
604-0000-21710	Payroll Tax Payable		1,594.96	0%
101-0000-21710	Payroll Tax Payable		9,105.30	0%

INV0000168	Invoice	9/27/2024	9/27/2024	9/27/2024	9/27/2024	2,551.58	0.00	0.00	0.00	2,551.58
Medicare	BANKEFT - BANK WEST EFT				No	Payment Date: 9/27/2024		Bank Draft:		DFT0000188

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Medicare Distributions	NA	0.00	0.00	2,551.58	0.00	0.00	0.00	2,551.58

Account Number	Account Name	Project Account Key	Amount	Percent
211-0000-21710	Payroll Tax Payable		49.06	0%
604-0000-21710	Payroll Tax Payable		372.98	0%
101-0000-21710	Payroll Tax Payable		2,129.54	0%

Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	10	52,041.92	0.00	0.00	0.00	52,041.92	32,443.95	19,597.97
Grand Total:		52,041.92	0.00	0.00	0.00	52,041.92	32,443.95	19,597.97

Account Summary

Account	Name	Amount
101-0000-21710	Payroll Tax Payable	16,746.41
101-0000-21910	SDRS Payable	10,764.76
	Total:	27,511.17

Account	Name	Amount
211-0000-21710	Payroll Tax Payable	441.90
211-0000-21910	SDRS Payable	205.24
	Total:	647.14

Account	Name	Amount
604-0000-21710	Payroll Tax Payable	3,065.80
604-0000-21910	SDRS Payable	1,898.12
	Total:	4,963.92

Account	Name	Amount
998-0000-21800	Dental & Vision Ins Payable	1,177.40
998-0000-21810	Garnishment Payable	442.00
998-0000-21830	Medical Ins Payable	17,203.57
998-0000-21840	Accident Insurance	96.72
	Total:	18,919.69

Required Report

Sept 2024 Commissioner Clyde Hirsch

MEETINGS

- Attended 2 () Commission Meetings
- Attended _____ () Special Meetings.

POLICE DEPARTMENT

Regular Phone Visits with John

Michael Osten
Commission Report

09-30-24

Meetings:

Attended the Summerset regular commission meeting on 09-05-2024.

Was absent from the Summerset regular commission meeting on 09-19-24 as I was on vacation out of state.

Met with Mayor and City Administrator on 09-24-24 to discuss Public Works employees.

Met with Jeff with Public Works on 09-25-24 to discuss his work duties.

Attended the regular monthly Parks and Rec board meeting on 09-16-24.

Public Works:

Called/received calls with/from Director of Public Works several times to discuss daily operations.

Emails with members of the Parks board.

Checked on status of the public works office/shop building on 09-29-24. Found everything to be in very good order.

Required Report

September 2024 Mayor Kitzmiller

MEETINGS

- Attended required Commission Meetings
- Attended all Special Meetings
- Attended Planning and Zoning meeting

PUBLIC WORKS

Almost daily calls or text messages with our City Administrator. Weekly visits with department heads and Commissioners.

- Budget
- Lighting
- Code Enforcement Ordinances
- Building Permits
- Parks
- City Building maintenance

Monitored my Facebook page providing information and taking phone calls from our citizens

**Sid Reade
Finance Commissioner**

Month of: September, 2024

Meetings:

- Attended one regular commission meeting by phone and one in person.
- Attended budget meeting by phone.

Contacts:

- Two visits with the Finance Officer
- Discussion with City Administrator

SEPTEMBER COMMISSION REPORT

COMMISSIONER MARKHAM

MEETINGS:

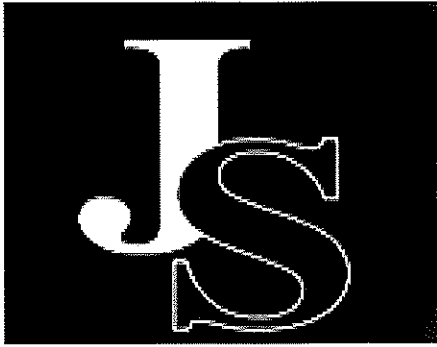
- 2 - COMMISSIONER MEETINGS
- 1 – SPECIAL BUDGET MEETING
- PARKS BOARD MEETING

POLICE DEPARTMENT:

- WEEKLY TOUCH BASE WITH CHIEF NASSER
 - FINALIZING 2025 BUDGET
 - DAY TO DAY OPERATIONS

OTHER BUSINESS:

- TOURED (END OF AUGUST)
 - POLICE DEPARTMENT
 - PUBLIC WORKS
 - WATER TREATMENT
- CONVERSATIONS WITH COMMISSIONER OSTEN
- VARIOUS EMAILS WITH:
 - CHIEF NASSER
 - LISA SCHIFFER
 - MAYOR KITZMILLER
- EMAILS WITH Foothills MONTHLY
- PHONE CONVERSATIONS WITH Foothills MONTHLY
- MONITORED FACEBOOK PAGE



JAMIE STEELE

Construction

Local, Licenced & Insured

QUOTE

City of Summerset
7055 Leisure Ln
SUMMERSET SD 57718
USA

Date
20 Sep 2024
Expiry
04 Oct 2024
Quote Number
1024

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

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

Terms

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

IWORQ SERVICE(S) AGREEMENT

For iWorQ application(s) and service(s)

Summerset, SD hereafter known as ("Customer"), enters into THIS SERVICE(S) AGREEMENT ("Agreement") with iWorQ Systems Inc. ("iWorQ") with its principal place of business 1125 West 400 North, Suite 102, Logan, Utah 84321.

1. SOFTWARE AS A SERVICE (SaaS) TERMS OF ACCESS:

iWorQ grants Customer a non-exclusive, non-transferable limited access to use iWorQ service(s), application(s) on iWorQ's authorize website for the fee(s) and terms listed in Appendix A. This agreement will govern all application(s) and service(s) listed in the Appendix A.

2. CUSTOMER RESPONSIBILITY:

Customer acknowledges that they are receiving only a limited subscription to use the application(s), service(s), and related documentation, if any, and shall obtain no titles, ownership nor any rights in or to the application(s), service(s), and related documentation, all of which title and rights shall remain with iWorQ. Customer shall not permit any user to reproduce, copy, or reverse engineer any of the application(s), service(s) and related documentation.

iWorQ is not responsible for the content entered into iWorQ's database or uploaded as a document or image.

3. TRAINING AND IMPLEMENTATION:

Customer agrees to provide the time, resources, and personnel to implement iWorQ's service(s) and application(s). iWorQ will assign a senior account manager and an account management team to implement service(s) and application(s). Typical implementation will take less than 60 days. iWorQ account managers will call twice per week, provide remote training once per week, and send weekly summary emails to the customer implementation team. iWorQ can provide project management and implementation document upon request.

iWorQ will do ONE import of the Customer's data. This import consists of importing data, sent by the Customer, in an electronic relational database format.

Customer must have clear ownership of all forms, letters, inspections, checklists, and data sent to iWorQ.

4. CUSTOMER DATA:

Customer data will be stored on AWS GovCloud. iWorQ will use commercially reasonable efforts to backup, store and manage Customer data. iWorQ does backups twice per week and offsite backups twice per week.

Customer can run reports and export data from iWorQ application(s) at any time.

Customer can pay iWorQ for additional data management service(s), onsite backups, application(s) and other service(s).

Data upload and storage is provided to every Customer. This includes uploading files up to 25MB and 100GB of managed data storage on AWS GovCloud. Additional upload file sizes and managed data storage sizes can be provided based on the application(s) and service(s) listed in Appendix A.

Customer can upload and store images with personal information like driver's license, and more. This Data can be used by the customer to complete the permitting, licensing, or code enforcement processes. Customer understands that the data must be uploaded and stored in the Sensitive Data Upload section of the iWorQ software for access and security purposes.

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Customer support and training are FREE and available Monday-Friday, from 6:00 A.M. to 5:00 P.M. MST, for any authorized user with a login. iWorQ provides unlimited remote Customer training (through webinars), phone support, help files, and documentation. Basic support request is typically handled the same day. iWorQ provides "Service NOT Software".

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iWorQ will invoice Customer on an annual basis. iWorQ will send invoice by mail and by email to the address(s) listed in Appendix A. Terms of the invoice are net 30 days from the date of the invoice. Any billing changes will require that a new Service(s) Agreement be signed by Customer.

Any additional costs imposed by the Customer including business licenses, fees, or taxes will be added to the Customer's invoice yearly. Support and services fees may increase in subsequent years but will increase no more than 5% per year.

Customer pricing is based on a 3 Year Term and reflects a discounted annual price. Changes to the Term or the Termination Policy (Section 7. Termination:), will affect the annual pricing and could double your annual cost. Customer reserves the right to pay the 3 Year Term upfront to secure discounted annual pricing.

7. TERMINATION:

Prior to the expiration of the initial 3-YEAR TERM (the "Initial Term"), either party may terminate this Agreement, by providing the other party with a Sixty (60) days' written notice prior to the effective date of the expiration. Should Customer terminate any part of the application(s) and or service(s) the remaining balance will immediately become due. Should Customer terminate any part of the application(s) and or service(s) a new Service(s) Agreement will need to be signed. Upon expiration of the Initial Term, this Agreement shall automatically renew for successive one (1) year terms unless either party provide notice of termination or non-renewal no less that sixty (60) days prior to expiration of the then-current term.

Upon termination of this Agreement, iWorQ will discontinue all application(s) and or service(s); iWorQ will provide customer with an electronic copy of all of Customer's data, if requested by the Customer (within 3-5 business days).

During the term of the Agreement, the Customer may request a copy of all of Customer's data, which shall be provided to Customer for a cost of no more than \$2500 per copy. Please note, if Customer is not in compliance with the material terms and conditions of this Agreement, iWorQ will not be required to provide Customer with the data.

8. ACCEPTABLE USE:

Customer represents and warrants that the application(s) and service(s) will only be used for lawful purposes, in a manner allowed by law, and in accordance with reasonable operating rules, and policies, terms, and procedures. iWorQ may restrict access to users upon misuse of application(s) and service(s).

9. MISCELLANEOUS PROVISIONS:

This Agreement will be governed by and construed in accordance with the laws of the State of Utah. Any legal action or proceeding related to this Agreement must be brought and determined in the State of Utah and may not be brought or determined in any other forum or Jurisdiction.

Customer recognizes that iWorQ Systems is a software company located in Utah. Any changes to this section, including changes to the Venue or Forum, will be subject to an increase in their annual pricing.

10. CUSTOMER IMPLEMENTATION INFORMATION:

Primary Implementation Contact _____ Title _____

Office Phone _____ Cell _____ Email _____

Secondary Implementation Contact _____ Title _____

Office Phone _____ Cell _____ Email _____

11. CUSTOMER BILLING INFORMATION:

Billing Contact _____ Title _____

Office Phone _____ Cell _____ Email _____

PO# _____ (if required) Tax Exempt ID # _____

12. ACCEPTANCE:

The effective date of this Agreement is listed below. Authorized representative of Customer and iWorQ have read the Agreement and agree and accept all the terms.

Signature _____

Effective Date: _____

Printed Name _____

Title _____

Office Number _____

Cell Number _____

iWorQ Service(s) Agreement

APPENDIX A

iWorQ Cost Proposal

Summerset, SD	Population- <u>3053</u>
7055 Leisure Lane Summerset, SD 57718	Prepared by: Matthew Hansen

Annual Subscription Fees

<u>Application(s) and Service(s)</u>	<u>Package Price</u>	<u>Billing</u>
<p>Public Works Package (Basic) Package includes: *Work Management *Sign Management *Pavement Management</p> <ul style="list-style-type: none"> - Track and manage work by location using OpenStreetMap - Work order scheduling and templates - Track labor, inventory, parts, and material - Track work completed and maintenance history - Track sign location, MUTCD, condition, reflectivity, work orders etc. - Remaining service life (RSL), next treatment, 5-year budget etc. - Road layer on OpenStreetMap with color by lookup - Sign layer displayed on OpenStreetMap <p>* Available on any computer, tablet, or mobile device using Chrome browser * OpenStreetMap – Ability to track point and line layers * Quarterly GIS Updates * Configurable dashboard, fields, and reports * Includes Sensitive File Uploads (if needed)</p>	\$3,150.00	Annual
<p>Fleet Management Fleet Management: - Available on any computer, tablet, or mobile device using Chrome Browser - Fuel log tracking and uploads with a CSV or TXT file - Work orders for employee cost, inventory, and purchase order tracking - Manage and maintain a maintenance schedule - Inventory management – having the capability to track and maintain parts you keep on hand - Configurable dashboard, fields, and reports</p> <p>Fleet Request: - Mechanics/Employees have the ability to put in a vehicle maintenance request through the portal. - Web form/Link for mechanics/employees. - Search ability for mechanics/employees for previous maintenance requests. - Ability to create work orders from the vehicle maintenance requests. - Configure reports from maintenance requests.</p>	\$3,000.00 \$1,800.00	Annual
<p>Facility Management Wastewater Treatment Plant Includes: *Facilities Asset Management *Work Management *Internal Facilities Request</p>	\$3,000.00 \$1,800.00	Annual

<ul style="list-style-type: none"> -Available on any computer, tablet, or mobile device using Chrome Browser -Track assets such as Pumps, Generators, Scrubbers, etc. - Track up to 5 asset types -Work orders for employee cost, inventory, and purchase orders -Track inventory, parts, material -Maintenance schedules, work order scheduling, and templates -Inventory management -Configurable dashboard, fields, and reports <p>Facilities Requests</p> <ul style="list-style-type: none"> -Allow Employees the ability to submit work requests through the Online Portal -Webform/Link for Employees -Ability to create work orders from work request -Configurable dashboard, fields, and reports 		
<p>Capital Asset Management</p> <ul style="list-style-type: none"> - Track work completed and maintenance history - Track location using OpenStreetMap - Track up to 5 asset types - Configurable dashboard, fields, and reports 	\$3,000.00 \$1,800.00	Annual
Subscription Fee Total (This amount will be invoiced each year)	\$8,550.00	

One-Time Setup, GIS integration, and Data Conversion Fees

<u>Service(s)</u>	<u>Full Price Cost</u>	<u>Package Price</u>	<u>Billing</u>
One-Time Setup Total (This amount will be added year 1)	\$3,000.00	\$0.00	Year One

NOTES SERVICE(S) DESCRIPTION

- I. Invoice for the (Annual Subscription Fee Total + One-Time Total) will be sent out 2 weeks after signature and Effective Date
- II. This subscription Fee and Agreement have been provided at the Customer's request and is valid for 25 days
- III. This cost proposal cannot be disclosed or used to compete with other companies.

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Upon termination of this Agreement, iWorQ will discontinue all application(s) and or service(s); iWorQ will provide customer with an electronic copy of all of Customer's data, if requested by the Customer (within 3-5 business days).

During the term of the Agreement, the Customer may request a copy of all of Customer's data, which shall be provided to Customer for a cost of no more than \$2500 per copy. Please note, if Customer is not in compliance with the material terms and conditions of this Agreement, iWorQ will not be required to provide Customer with the data.

8. ACCEPTABLE USE:

Customer represents and warrants that the application(s) and service(s) will only be used for lawful purposes, in a manner allowed by law, and in accordance with reasonable operating rules, and policies, terms, and procedures. iWorQ may restrict access to users upon misuse of application(s) and service(s).

9. MISCELLANEOUS PROVISIONS:

This Agreement will be governed by and construed in accordance with the laws of the State of Utah. Any legal action or proceeding related to this Agreement must be brought and determined in the State of Utah and may not be brought or determined in any other forum or Jurisdiction.

Customer recognizes that iWorQ Systems is a software company located in Utah. Any changes to this section, including changes to the Venue or Forum, will be subject to an increase in their annual pricing.

10. CUSTOMER IMPLEMENTATION INFORMATION:

Primary Implementation Contact _____ Title _____

Office Phone _____ Cell _____ Email _____

Secondary Implementation Contact _____ Title _____

Office Phone _____ Cell _____ Email _____

11. CUSTOMER BILLING INFORMATION:

Billing Contact _____ Title _____

Office Phone _____ Cell _____ Email _____

PO# _____ (if required) Tax Exempt ID # _____

12. ACCEPTANCE:

The effective date of this Agreement is listed below. Authorized representative of Customer and iWorQ have read the Agreement and agree and accept all the terms.

Signature _____

Effective Date: _____

Printed Name _____

Title _____

Office Number _____

Cell Number _____

iWorQ Service(s) Agreement

APPENDIX A

iWorQ Cost Proposal

Summerset, SD	Population- <u>3053</u>
7055 Leisure Lane Summerset, SD 57718	Prepared by: Matthew Hansen

Annual Subscription Fees

<u>Application(s) and Service(s)</u>	<u>Package Price</u>	<u>Billing</u>
<p>Public Works Package (Asset) Sewer Package includes: * Work Management * Sign Management * Pavement Management * Sewer Management</p> <ul style="list-style-type: none"> - Track and manage work by location using OpenStreetMap - Work order scheduling and templates - Track labor, inventory, parts, and material - Track work completed and maintenance history - Set maintenance, inspection, and work order schedules - Track sign location, MUTCD, condition, reflectivity, work orders etc. - Remaining service life (RSL), next treatment, 5-year budget etc. - Road layer on OpenStreetMap with color by lookup - Sign layer displayed on OpenStreetMap - Sewer Asset layers on OpenStreetMap (Lines, Manholes, Pumps etc.) (up to 5 asset types) <p>* Available on any computer, tablet, or mobile device using Chrome browser * OpenStreetMap – Ability to track point and line layers * Quarterly GIS Updates * Configurable dashboard, fields, and reports</p>	\$4,150.00	Annual
<p>Fleet Management Fleet Management: - Available on any computer, tablet, or mobile device using Chrome Browser - Fuel log tracking and uploads with a CSV or TXT file - Work orders for employee cost, inventory, and purchase order tracking - Manage and maintain a maintenance schedule - Inventory management – having the capability to track and maintain parts you keep on hand - Configurable dashboard, fields, and reports</p> <p>Fleet Request: - Mechanics/Employees have the ability to put in a vehicle maintenance request through the portal. - Web form/Link for mechanics/employees. - Search ability for mechanics/employees for previous maintenance requests. - Ability to create work orders from the vehicle maintenance requests. - Configure reports from maintenance requests.</p>	\$3,000.00 \$1,800.00	Annual
<p>Facility Management Wastewater Treatment Plant Includes:</p>	\$3,000.00 \$1,800.00	Annual

<p>*Facilities Asset Management *Work Management *Internal Facilities Request</p> <p>-Available on any computer, tablet, or mobile device using Chrome Browser -Track assets such as Pumps, Generators, Scrubbers, etc. - Track up to 5 asset types -Work orders for employee cost, inventory, and purchase orders -Track inventory, parts, material -Maintenance schedules, work order scheduling, and templates -Inventory management -Configurable dashboard, fields, and reports</p> <p>Facilities Requests -Allow Employees the ability to submit work requests through the Online Portal -Webform/Link for Employees -Ability to create work orders from work request -Configurable dashboard, fields, and reports</p>		
<p>Capital Asset Management - Track work completed and maintenance history - Track location using OpenStreetMap - Track up to 5 asset types - Configurable dashboard, fields, and reports</p>	\$3,000.00 \$1,500.00	Annual
<p>Subscription Fee Total (This amount will be invoiced each year)</p>	\$9,250.00	

One-Time Setup, GIS integration, and Data Conversion Fees

<u>Service(s)</u>	<u>Full Price Cost</u>	<u>Package Price</u>	<u>Billing</u>
<p>One-Time Setup Total (This amount will be added year 1)</p>	\$6,900.00	\$500.00	Year One

NOTES SERVICE(S) DESCRIPTION

- I. Invoice for the (Annual Subscription Fee Total + One-Time Total) will be sent out 2 weeks after signature and Effective Date
- II. This subscription Fee and Agreement have been provided at the Customer's request and is valid for 25 days
- III. This cost proposal cannot be disclosed or used to compete with other companies.

IWORQ SERVICE(S) AGREEMENT

For iWorQ application(s) and service(s)

Summerset, SD hereafter known as ("Customer"), enters into THIS SERVICE(S) AGREEMENT ("Agreement") with iWorQ Systems Inc. ("iWorQ") with its principal place of business 1125 West 400 North, Suite 102, Logan, Utah 84321.

1. SOFTWARE AS A SERVICE (SaaS) TERMS OF ACCESS:

iWorQ grants Customer a non-exclusive, non-transferable limited access to use iWorQ service(s), application(s) on iWorQ's authorize website for the fee(s) and terms listed in Appendix A. This agreement will govern all application(s) and service(s) listed in the Appendix A.

2. CUSTOMER RESPONSIBILITY:

Customer acknowledges that they are receiving only a limited subscription to use the application(s), service(s), and related documentation, if any, and shall obtain no titles, ownership nor any rights in or to the application(s), service(s), and related documentation, all of which title and rights shall remain with iWorQ. Customer shall not permit any user to reproduce, copy, or reverse engineer any of the application(s), service(s) and related documentation.

iWorQ is not responsible for the content entered into iWorQ's database or uploaded as a document or image.

3. TRAINING AND IMPLEMENTATION:

Customer agrees to provide the time, resources, and personnel to implement iWorQ's service(s) and application(s). iWorQ will assign a senior account manager and an account management team to implement service(s) and application(s). Typical implementation will take less than 60 days. iWorQ account managers will call twice per week, provide remote training once per week, and send weekly summary emails to the customer implementation team. iWorQ can provide project management and implementation document upon request.

iWorQ will do ONE import of the Customer's data. This import consists of importing data, sent by the Customer, in an electronic relational database format.

Customer must have clear ownership of all forms, letters, inspections, checklists, and data sent to iWorQ.

4. CUSTOMER DATA:

Customer data will be stored on AWS GovCloud. iWorQ will use commercially reasonable efforts to backup, store and manage Customer data. iWorQ does backups twice per week and offsite backups twice per week.

Customer can run reports and export data from iWorQ application(s) at any time.

Customer can pay iWorQ for additional data management service(s), onsite backups, application(s) and other service(s).

Data upload and storage is provided to every Customer. This includes uploading files up to 25MB and 100GB of managed data storage on AWS GovCloud. Additional upload file sizes and managed data storage sizes can be provided based on the application(s) and service(s) listed in Appendix A.

Customer can upload and store images with personal information like driver's license, and more. This Data can be used by the customer to complete the permitting, licensing, or code enforcement processes. Customer understands that the data must be uploaded and stored in the Sensitive Data Upload section of the iWorQ software for access and security purposes.

iWorQ is not responsible: (1) For the content entered into iWorQ's database, (2) For images or documents scanned locally and uploaded by the iWorQ users, (3) For documents or images uploaded by citizens over the web, and (4) For backup data sent to the Customer by iWorQ.

5. CUSTOMER SUPPORT:

Customer support and training are FREE and available Monday-Friday, from 6:00 A.M. to 5:00 P.M. MST, for any authorized user with a login. iWorQ provides unlimited remote Customer training (through webinars), phone support, help files, and documentation. Basic support request is typically handled the same day. iWorQ provides "Service NOT Software".

6. BILLING:

iWorQ will invoice Customer on an annual basis. iWorQ will send invoice by mail and by email to the address(s) listed in Appendix A. Terms of the invoice are net 30 days from the date of the invoice. Any billing changes will require that a new Service(s) Agreement be signed by Customer.

Any additional costs imposed by the Customer including business licenses, fees, or taxes will be added to the Customer's invoice yearly. Support and services fees may increase in subsequent years but will increase no more than 5% per year.

Customer pricing is based on a 3 Year Term and reflects a discounted annual price. Changes to the Term or the Termination Policy (Section 7. Termination:), will affect the annual pricing and could double your annual cost. Customer reserves the right to pay the 3 Year Term upfront to secure discounted annual pricing.

7. TERMINATION:

Prior to the expiration of the initial 3-YEAR TERM (the "Initial Term"), either party may terminate this Agreement, by providing the other party with a Sixty (60) days' written notice prior to the effective date of the expiration. Should Customer terminate any part of the application(s) and or service(s) the remaining balance will immediately become due. Should Customer terminate any part of the application(s) and or service(s) a new Service(s) Agreement will need to be signed. Upon expiration of the Initial Term, this Agreement shall automatically renew for successive one (1) year terms unless either party provide notice of termination or non-renewal no less that sixty (60) days prior to expiration of the then-current term.

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Primary Implementation Contact _____ Title _____

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Office Phone _____ Cell _____ Email _____

11. CUSTOMER BILLING INFORMATION:

Billing Contact _____ Title _____

Office Phone _____ Cell _____ Email _____

PO# _____ (if required) Tax Exempt ID # _____

12. ACCEPTANCE:

The effective date of this Agreement is listed below. Authorized representative of Customer and iWorQ have read the Agreement and agree and accept all the terms.

Signature _____

Effective Date: _____

Printed Name _____

Title _____

Office Number _____

Cell Number _____

iWorQ Service(s) Agreement

APPENDIX A

iWorQ Cost Proposal

Summerset, SD	Population- <u>3053</u>
7055 Leisure Lane Summerset, SD 57718	Prepared by: Matthew Hansen

Annual Subscription Fees

<u>Application(s) and Service(s)</u>	<u>Package Price</u>	<u>Billing</u>
Public Works Package (Infrastructure) Package includes: *Work Management *Sign Management *Pavement Management *Water Management *Sewer Management - Available on any computer, tablet, or mobile device using Chrome browser - Track and manage work and asset(s) by location using OpenStreetMap - Work order scheduling and templates - Track labor, inventory, parts, and material - Track MUTCD, condition, reflectivity, etc. - Track pumps, hydrants, valves, lines etc. (up to 5 asset types) - Track manholes, lines, etc. (up to 5 asset types) - Track pavement condition, distress, treatments, etc.	\$6,400.00	Annual
Fleet Management Fleet Management: - Available on any computer, tablet, or mobile device using Chrome Browser - Fuel log tracking and uploads with a CSV or TXT file - Work orders for employee cost, inventory, and purchase order tracking - Manage and maintain a maintenance schedule - Inventory management – having the capability to track and maintain parts you keep on hand - Configurable dashboard, fields, and reports Fleet Request: - Mechanics/Employees have the ability to put in a vehicle maintenance request through the portal. - Web form/Link for mechanics/employees. - Search ability for mechanics/employees for previous maintenance requests. - Ability to create work orders from the vehicle maintenance requests. - Configure reports from maintenance requests.	\$3,000.00 \$1,800.00	Annual
Facility Management Wastewater Treatment Plant Includes: *Facilities Asset Management *Work Management *Internal Facilities Request -Available on any computer, tablet, or mobile device using Chrome Browser -Track assets such as Pumps, Generators, Scrubbers, etc. - Track up to 5 asset types	\$3,400.00 \$1,800.00	Annual

-Work orders for employee cost, inventory, and purchase orders -Track inventory, parts, material -Maintenance schedules, work order scheduling, and templates -Inventory management -Configurable dashboard, fields, and reports Facilities Requests -Allow Employees the ability to submit work requests through the Online Portal -Webform/Link for Employees -Ability to create work orders from work request -Configurable dashboard, fields, and reports		
Capital Asset Management - Track work completed and maintenance history - Track location using OpenStreetMap - Track up to 5 asset types - Configurable dashboard, fields, and reports	\$3,000.00 \$1,500.00	Annual
Subscription Fee Total (This amount will be invoiced each year)	\$11,500.00	

One-Time Setup, GIS integration, and Data Conversion Fees

<u>Service(s)</u>	<u>Full Price Cost</u>	<u>Package Price</u>	<u>Billing</u>
One-Time Setup Total (This amount will be added year 1)	\$8,600.00	\$0.00	Year One

NOTES SERVICE(S) DESCRIPTION

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- III. This cost proposal cannot be disclosed or used to compete with other companies.

**CITY OF SUMMERSET
RESOLUTION 2024-19**

WHEREAS, the City of Summerset Board of Commissioners, having the authority to enforce all laws, ordinances and statutes in its corporate boundaries and to act in the best interest of its citizens as it concerns health, safety, and welfare; and further

WHEREAS, the Summerset City Ordinances authorize the Board of Commissioners to establish, by Resolution, emergency primary snow removal areas designated as “Emergency Snow Routes” pursuant to Summerset Ordinance 50.03.

NOW, THEREFORE, BE IT RESOLVED that the following streets within the City of Summerset, South Dakota, are designated as Emergency/Priority Snow Routes as that term is defined in and understood pursuant to the applicable City Ordinances:

- Astoria Lane from Leisure Lane to Mulberry Drive
- Leisure Lane
- Savannah Lane
- Freedom Lane
- Independence Loop
- Liberty Street
- Sun Valley Drive
- Telluride Street from Breckenridge to Steamboat
- East and West Mulberry Drive
- Castlewood Drive from Savannah Lane to Sturgis Road
- Bellingham Drive
- Glenwood Drive
- Steamboat Road
- Breckenridge Road

*All other streets that are currently maintained by the City of Summerset will be considered secondary snow routes.

IT IS FURTHER RESOLVED, that pursuant to Summerset Ordinance 50.02, the Director of Public Works and/or his/her designees are authorized to issue snow removal declarations and that the Public Works Director’s designees for this purpose are the Mayor, the Chief of Police and the City Administrator and that these officials are individually authorized to issue snow removal declarations.

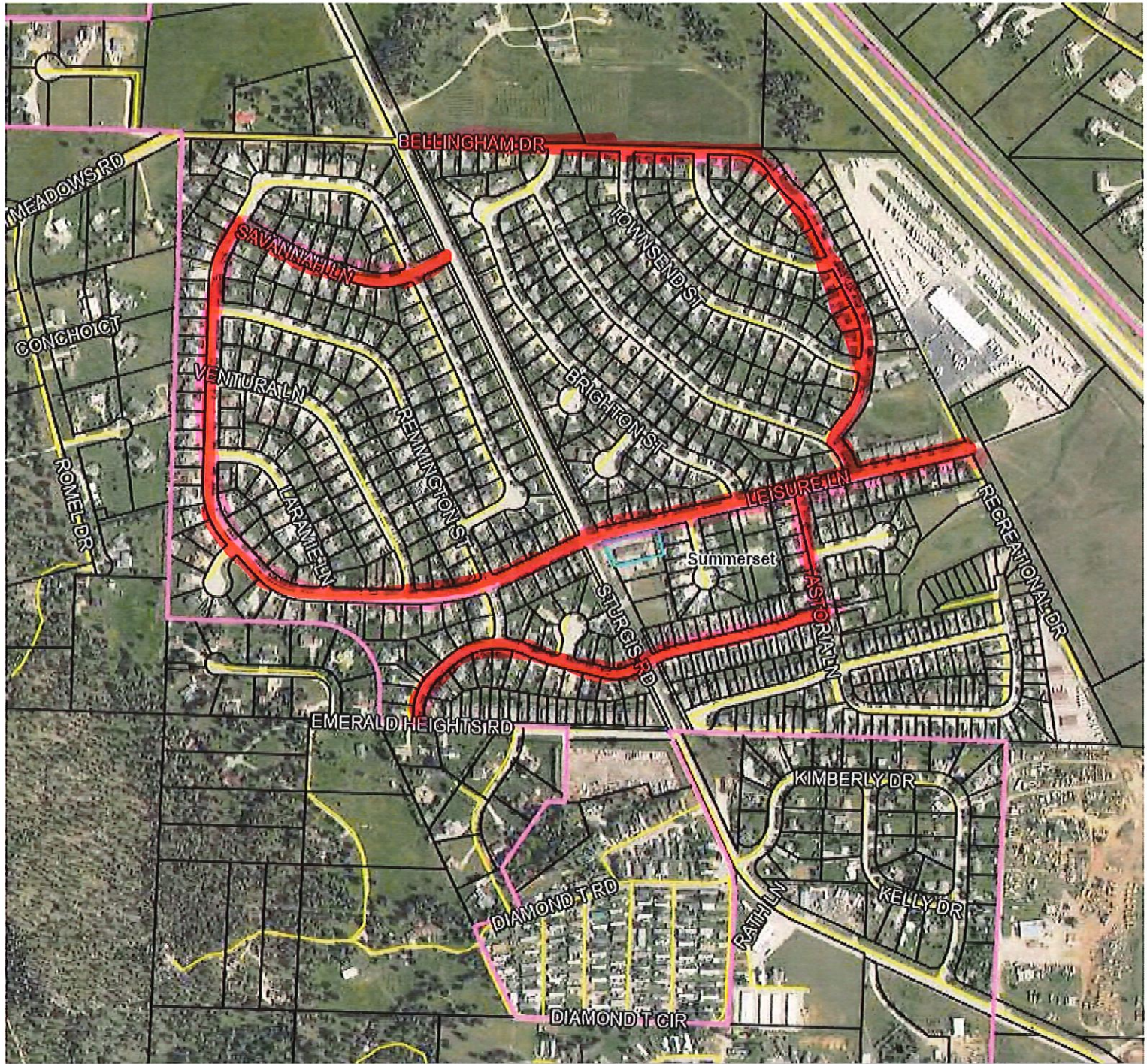
Adopted at Summerset, South Dakota, this ____ day of _____, 2024.

Michael Kitzmiller, Mayor

ATTEST:

Brielle Schrock, Finance Officer

(Seal)



Alternate ID n/a
 Class EXEMPT
 Acreage n/a

Owner Address CITY OF SUMMERSET
 7055 LEISURE LN
 SUMMERSET SD 57718

CITY OF SUMMERSET



