

**SUMMERSET CITY COMMISSION
REGULAR MEETING
SUMMERSET MUNICIPAL BUILDING
7055 LEISURE LANE
Thursday, March 20, 2025, 6:00 P.M.**

Mayor Kitzmiller called the regular meeting to order at 6:00 p.m. Commissioners Hirsch, Markham, Osten, and Reade were present. 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

There were no declarations of Conflict of Interest.

Motion by Osten, second by Markham to approve the agenda of the regular meeting of the Summerset City Commission for March 20, 2025, as presented or amended. Motion carried.

CITIZEN INPUT

Dan Klein spoke regarding the appeal of his snow removal violation invoice. Mr. Klein had questions about the violation fines and appeal. Mayor Kitzmiller informed Mr. Klein that citizen input was a time for statements to be made. Kitzmiller let Mr. Klein know that if he gets his questions into City Administrator Lisa Schieffer they will get reviewed and answered.

Mark Hall spoke also in regard to appealing his snow removal violation invoice. City Attorney Mike Wheeler reiterated that this time was only for statements. Mayor Kitzmiller informed Mr. Hall that for in order for his topic to be acted upon he would need to have an agenda item. Kitzmiller asked Mr. Hall to get his questions and request into the City Administrator.

CONSENT CALENDAR

APPROVAL OF THE MINUTES

Motion by Reade, second by Hirsch to approve the minutes of the meeting held on March 6th, 2025, as presented or amended. Motion carried.

APPROVAL OF THE CLAIMS

Motion by Hirsch, second by Reade to approve the claims in the amount of \$144,515.95 from March 6th, 2025, to March 19th, 2025. Motion carried.

Cardmember Services	33289.22
MDU	2045.72
A&B Business Solutions	360.91
American Legal	1031.85
Black Hawk Water Users District	41.25
Brittany Boyd	610.00
CBH CO-OP	4679.01
City of Belle Fourche	1416.75
City of Rapid City	4092.39
City of Sturgis	80.00
Cuinn Springer	620.00
Dakota Pump, Inc	763.19
Demersseman Jensen Tellinghuisen & Huffman, LLP	2877.50
Flock Group Inc	23250.00
Foothills Fence LLC	19233.08
Franklin Jes	620.00

Golden West Technologies	4137.98
HDR Engineering, Inc	4379.50
Jesse Herndon	620.00
Kiesler Police Supply	5262.84
Mid-American Research Chemical	1341.41
Midcontinent Communications	188.18
Midcontinent Testing Laboratories, Inc.	187.00
Rapid City Fire Department	32423.70
SD One Call	13.65
SD State Treasurer	650.82
TextMyGov	300.00

NOTED FOR THE RECORD - Department Head Reports are in the packet for viewing.

SEDC UPDATE

Brena Block, Economic Development Coordinator for SEDC, gave a monthly update. Block attended a GOED conference during Legislative Session. She also attended Economic Development Professionals Association (EDPA) day at the Capitol. Block attended the Elevate Economic Summit. SEDC is in the process of assisting with mapping topography of the area which will be valuable for prospective businesses.

LETTERS IN SUPPORT OF PLAYGROUND EQUIPMENT GRANT – JORDAN PULSCHER

Parks and Rec Board Member Jordan Pulscher spoke in regard to the Playground Equipment Grant. Pulscher stated the Board is looking for letters of support, for the park, from the community. Pulscher explained that the Board members have a template letter available for anyone that is interested. He and other Board members will also be going around the community in search of support and people who would be interested in submitting letters. April 3rd will be an open forum to present the plans for the park. This hearing is open to the public. The deadline for submission of the grant is April 15th, 2025.

DOT MARKETING WEBSITE UPDATE – ANGELA WOLTER

Angela Wolter, owner of DOT Marketing and Design LLC, presented the progress on the City’s new website. Pictures will be added soon. Ms. Wolter presented the website showing ease of navigation, calendar, as well as a news feed linked to the City’s Facebook page. Ms. Wolter also explained items she was hoping to add as the project progresses.

NEW HIRES – POLICE DEPARTMENT

Motion by Markham, second by Osten to approve the hiring of Joe Leveque- (Grade 17, Step I, \$29.49 per hour, waiving Health Insurance), and CarLee Oliver- (Grade 17, Step B, \$27.39 per hour), pending final background checks. Motion carried.

PAYROLL CHANGE POLICE DEPARTMENT – RICH NASSER

Motion by Hirsch, second by Reade to approve payroll change for Chief Nasser (Grade 21, Step K), to \$6,707.26 per month. Motion carried.

SIDEWALK REPAIR DISCUSSION – ANTHONY KAYL

Motion by Osten, second by Hirsch to open discussion. Motion carried. Public Works Director Anthony Kayl spoke on the need for sidewalk repairs throughout the City. Kayl discussed the differences between repairing the same to become fully ADA complaint and gross repairs for significant issues. The Commission discussed the topic, how to inform the residents of the responsibility and options for the sidewalk repair. The Commission requested that Kayl put together a proposal on how to present the information to residents and what options were available.

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

FIRST READING OF TSO 2025-01 – ZONING ORDINANCE MAP CHANGE FOR TOM NORMAN

Motion by Hirsch, second by Osten to open discussion. Motion carried. City Administrator Lisa Schieffer explained that TSO 2025-01 changes the map to match the Ordinance.

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

Motion by Osten, second by Markham to approve the first reading of TSO 2025-01, and to set the second reading for April 3rd at 6:00 p.m. Motion carried.

FIRST READING OF ORDINANCE 2025-02 REGARDING CHAPTER 92 – HEARING CANCELLED

AMENDMENT TO RESOLUTION 2025-04 TIF APPLICATION – LISA SCHIEFFER

Motion by Osten, second by Markham to open discussion. Motion carried. City Administrator Lisa Schieffer spoke regarding the proposed amendment. Schieffer explained that she has been cross referencing the Fee Schedule. While doing so it was discovered that the City did not have a TIF application on record. Schieffer referred to surrounding cities and counties, citing varied fees. Schieffer felt that following Meade County was reasonable as Summerset is in said County.

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

Motion by Markham, second by Osten to approve City Administrator Lisa Schieffer and City Attorney Mike Wheeler to create an application and fee amount to be brought before the board in the future. Motion carried.

NSF POLICY – BRIELLE SCHROCK

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

Finance Officer Brielle Schrock spoke in regard to the increase in utility bill payments being returned as non-sufficient. City Attorney Mike Wheeler requested that Schrock meet with him to discuss the same further and to bring an actionable item in front of the board at a later time.

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

DELINQUENT ACCOUNTS POLICY - BRIELLE SCHROCK

No discussion

DISCUSSION ON PARKS AND RECREATION BOARD – LISA SCHIEFFER AND JORDAN PULSCHER

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

City Administrator Lisa Schieffer and Parks and Rec Board member Jordan Pulscher gave details on proposed changes to the Board. Schieffer spoke on reducing the Board from seven to five members. Pulscher stated the Board was in favor of the change. Schieffer discussed the possible need for an alternate Board member. Pulscher again stated that the Board was in agreement. Schieffer also discussed reorganization of the Board and their terms. Schieffer will draft an attendance policy in the future.

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

UPCOMING EVENTS

March 25th from 5:00 p.m. to 7:00 p.m. is the SEDC Annual Meeting of Members at the Sturgis Auditorium, Sturgis, SD.

April 1st from 6:00 p.m. to 8:00 p.m. is the District 10 Annual Meeting at the Lodge in Deadwood, SD.

EXECUTIVE SESSION

Motion by Osten, second by Markham to enter into executive session at 7:04 p.m. City Administrator Lisa Schieffer requested that Public Works Director Anthony Kayl, and SEDC's Brenna Block be present in executive session. Motion carried.

Motion by Reade, second by Markham to exit executive session at 7:38 p.m. Motion carried.

ADJOURNMENT

Motion by Osten, second by Hirsch to adjourn at 7:39 p.m. Motion carried.

(SEAL)

ATTEST:

Brielle Schrock
Finance Officer

Michael Kitzmiller
Mayor

Published once _____, 2025 at the total approximate cost of _____.



City of Summerset, SD

Payable Register

Payable Detail by Vendor Name

Packet: APPKT00145 - PYPKT00226 - K. Siferd Vacation Payout

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

Vendor: [2041 - American Swing Products Inc](#) Vendor Total: 473.15

74743	Invoice	3/27/2025	3/27/2025	3/27/2025	3/27/2025	473.15	0.00	0.00	0.00	473.15
Park swings	BANKW - BANK WEST				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Park swings	NA	0.00	0.00	473.15	0.00	0.00	0.00	473.15

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
101-4520-42500	Repair/Maint Expense		473.15	100.00%

Vendor: [0128 - United States Treasury](#) Vendor Total: 399.99

INV0000227	Invoice	3/27/2025	3/27/2025	3/27/2025	3/27/2025	128.81	0.00	0.00	0.00	128.81
Federal W/H	BANKEFT - BANK WEST EFT				No	Payment Date: 3/27/2025		Bank Draft: DFT0000300		

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Federal W/H	NA	0.00	0.00	128.81	0.00	0.00	0.00	128.81

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
101-0000-21710	Payroll Tax Payable		128.81	0%

INV0000228	Invoice	3/27/2025	3/27/2025	3/27/2025	3/27/2025	219.78	0.00	0.00	0.00	219.78
Social Security	BANKEFT - BANK WEST EFT				No	Payment Date: 3/27/2025		Bank Draft: DFT0000301		

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Social Security	NA	0.00	0.00	219.78	0.00	0.00	0.00	219.78

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
101-0000-21710	Payroll Tax Payable		219.78	0%

INV0000229	Invoice	3/27/2025	3/27/2025	3/27/2025	3/27/2025	51.40	0.00	0.00	0.00	51.40
Medicare	BANKEFT - BANK WEST EFT				No	Payment Date: 3/27/2025		Bank Draft: DFT0000302		

Items

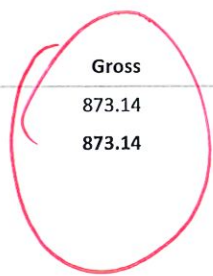
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Medicare	NA	0.00	0.00	51.40	0.00	0.00	0.00	51.40

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
101-0000-21710	Payroll Tax Payable		51.40	0%

Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	4	873.14	0.00	0.00	0.00	873.14	399.99	473.15
Grand Total:		873.14	0.00	0.00	0.00	873.14	399.99	473.15



Account Summary

<u>Account</u>	<u>Name</u>	<u>Amount</u>
101-0000-21710	Payroll Tax Payable	399.99
101-4520-42500	Repair/Maint Expense	473.15
	Total:	873.14



Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total	
Payable Description	Bank Code				On Hold						
Vendor: 1952 - Child Support Payment Center										Vendor Total:	442.00
INV0000220	Invoice	3/26/2025	3/26/2025	3/26/2025	3/26/2025	442.00	0.00	0.00	0.00	442.00	
Child Support Garnishment	BANKW - BANK WEST				No						
Items											
Item Description	Commodity		Units	Price		Amount	Tax	Shipping	Discount	Total	
Child Support Garnishment	NA		0.00	0.00		442.00	0.00	0.00	0.00	442.00	
Distributions											
Account Number	Account Name		Project Account Key			Amount		Percent			
998-0000-21810	Garnishment Payable					442.00		0%			
Vendor: 0468 - Delta Dental										Vendor Total:	1,167.00
1941819	Invoice	3/26/2025	3/26/2025	3/26/2025	3/26/2025	1,167.00	0.00	0.00	0.00	1,167.00	
Emp Dental	BANKW - BANK WEST				No						
Items											
Item Description	Commodity		Units	Price		Amount	Tax	Shipping	Discount	Total	
Mar 2025 Emp Dental	NA		0.00	0.00		1,167.00	0.00	0.00	0.00	1,167.00	
Distributions											
Account Number	Account Name		Project Account Key			Amount		Percent			
998-0000-21800	Dental & Vision Ins Payable					1,167.00		100.00%			
Vendor: 0041 - Health Pool of SD										Vendor Total:	17,609.93
2025-0310	Invoice	3/26/2025	3/26/2025	3/26/2025	3/26/2025	17,609.93	0.00	0.00	0.00	17,609.93	
Emp Health Insurance	BANKW - BANK WEST				No						
Items											
Item Description	Commodity		Units	Price		Amount	Tax	Shipping	Discount	Total	
Emp Health Insurance	NA		0.00	0.00		17,609.93	0.00	0.00	0.00	17,609.93	
Distributions											
Account Number	Account Name		Project Account Key			Amount		Percent			
998-0000-21830	Medical Ins Payable					17,609.93		100.00%			
Vendor: 0011 - SDRS										Vendor Total:	10,247.04
INV0000221	Invoice	3/26/2025	3/26/2025	3/26/2025	3/26/2025	4,234.96	0.00	0.00	0.00	4,234.96	
SDRS 6%	BANKEFT - BANK WEST EFT				No						
						Payment Date: 3/26/2025			Bank Draft:	DFT0000295	
Items											
Item Description	Commodity		Units	Price		Amount	Tax	Shipping	Discount	Total	
SDRS 6%	NA		0.00	0.00		4,234.96	0.00	0.00	0.00	4,234.96	
Distributions											
Account Number	Account Name		Project Account Key			Amount		Percent			
211-0000-21910	SDRS Payable					211.40		0%			
101-0000-21910	SDRS Payable					2,449.40		0%			
604-0000-21910	SDRS Payable					1,574.16		0%			
INV0000222	Invoice	3/26/2025	3/26/2025	3/26/2025	3/26/2025	6,012.08	0.00	0.00	0.00	6,012.08	
SDRS 8%	BANKEFT - BANK WEST EFT				No						
						Payment Date: 3/26/2025			Bank Draft:	DFT0000296	
Items											
Item Description	Commodity		Units	Price		Amount	Tax	Shipping	Discount	Total	
SDRS 8%	NA		0.00	0.00		6,012.08	0.00	0.00	0.00	6,012.08	
Distributions											
Account Number	Account Name		Project Account Key			Amount		Percent			
101-0000-21910	SDRS Payable					6,012.08		0%			
Vendor: 1022 - SDRS-Supplemental Retirement Plan (SDSRP)										Vendor Total:	690.00

Payable Register

Packet: APPKT00144 - PYPKT00221 - March 2025

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
INVO000223	Invoice	3/26/2025	3/26/2025	3/26/2025	3/26/2025	690.00	0.00	0.00	0.00	690.00
SDRS Supplemental		BANKW - BANK WEST		No						

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
SDRS Supplemental	NA	0.00	0.00	690.00	0.00	0.00	0.00	690.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
101-0000-21910	SDRS Payable		410.01	0%
604-0000-21910	SDRS Payable		279.99	0%

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

Vendor Total: 17,196.30

INVO000224	Invoice	3/26/2025	3/26/2025	3/26/2025	3/26/2025	5,630.32	0.00	0.00	0.00	5,630.32
Federal W/H		BANKEFT - BANK WEST EFT		No		Payment Date: 3/26/2025		Bank Draft:		DFT0000297

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Federal W/H	NA	0.00	0.00	5,630.32	0.00	0.00	0.00	5,630.32

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
211-0000-21710	Payroll Tax Payable		203.49	0%
604-0000-21710	Payroll Tax Payable		1,049.81	0%
101-0000-21710	Payroll Tax Payable		4,377.02	0%

INVO000225	Invoice	3/26/2025	3/26/2025	3/26/2025	3/26/2025	9,373.74	0.00	0.00	0.00	9,373.74
Social Security		BANKEFT - BANK WEST EFT		No		Payment Date: 3/26/2025		Bank Draft:		DFT0000298

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Social Security	NA	0.00	0.00	9,373.74	0.00	0.00	0.00	9,373.74

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
211-0000-21710	Payroll Tax Payable		216.08	0%
101-0000-21710	Payroll Tax Payable		7,614.12	0%
604-0000-21710	Payroll Tax Payable		1,543.54	0%

INVO000226	Invoice	3/26/2025	3/26/2025	3/26/2025	3/26/2025	2,192.24	0.00	0.00	0.00	2,192.24
Medicare		BANKEFT - BANK WEST EFT		No		Payment Date: 3/26/2025		Bank Draft:		DFT0000299

Items

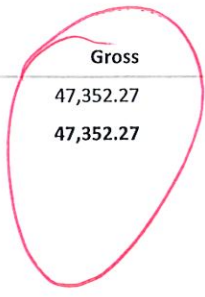
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Medicare	NA	0.00	0.00	2,192.24	0.00	0.00	0.00	2,192.24

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
211-0000-21710	Payroll Tax Payable		50.54	0%
604-0000-21710	Payroll Tax Payable		360.94	0%
101-0000-21710	Payroll Tax Payable		1,780.76	0%

Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	9	47,352.27	0.00	0.00	0.00	47,352.27	27,443.34	19,908.93
Grand Total:		47,352.27	0.00	0.00	0.00	47,352.27	27,443.34	19,908.93



Account Summary

<u>Account</u>	<u>Name</u>	<u>Amount</u>
101-0000-21710	Payroll Tax Payable	13,771.90
101-0000-21910	SDRS Payable	8,871.49
Total:		22,643.39

<u>Account</u>	<u>Name</u>	<u>Amount</u>
211-0000-21710	Payroll Tax Payable	470.11
211-0000-21910	SDRS Payable	211.40
Total:		681.51

<u>Account</u>	<u>Name</u>	<u>Amount</u>
604-0000-21710	Payroll Tax Payable	2,954.29
604-0000-21910	SDRS Payable	1,854.15
Total:		4,808.44

<u>Account</u>	<u>Name</u>	<u>Amount</u>
998-0000-21800	Dental & Vision Ins Payable	1,167.00
998-0000-21810	Garnishment Payable	442.00
998-0000-21830	Medical Ins Payable	17,609.93
Total:		19,218.93



Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total	
Payable Description	Bank Code				On Hold						
Vendor: 1415 - A TO Z Shredding										Vendor Total:	37.69
46904032425	Invoice	4/3/2025	4/3/2025	4/3/2025	4/3/2025	37.69	0.00	0.00	0.00	37.69	
Shredding services	BANKW - BANK WEST				No						
Items											
Item Description	Commodity		Units	Price		Amount	Tax	Shipping	Discount	Total	
Shredding services	NA		0.00	0.00		37.69	0.00	0.00	0.00	37.69	
Distributions											
Account Number	Account Name		Project Account Key			Amount	Percent				
101-4192-42200	Prof Fees Expense					37.69	100.00%				
Vendor: 1098 - A&B Business Solutions										Vendor Total:	512.76
IN1244265	Invoice	4/3/2025	4/3/2025	4/3/2025	4/3/2025	45.00	0.00	0.00	0.00	45.00	
Water machine monthly usage	BANKW - BANK WEST				No						
Items											
Item Description	Commodity		Units	Price		Amount	Tax	Shipping	Discount	Total	
Monthly water contract	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%				
IN1245274	Invoice	4/3/2025	4/3/2025	4/3/2025	4/3/2025	467.76	0.00	0.00	0.00	467.76	
Monthly copier usage	BANKW - BANK WEST				No						
Items											
Item Description	Commodity		Units	Price		Amount	Tax	Shipping	Discount	Total	
Monthly copier usage	NA		0.00	0.00		467.76	0.00	0.00	0.00	467.76	
Distributions											
Account Number	Account Name		Project Account Key			Amount	Percent				
101-4192-43400	Equip Expense					467.76	100.00%				
Vendor: 1111 - Ambrose, Jonathan										Vendor Total:	50.00
2025.04	Invoice	4/3/2025	4/3/2025	4/3/2025	4/3/2025	50.00	0.00	0.00	0.00	50.00	
Phone stipend	BANKEFT - BANK WEST EFT				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
2025.04	Invoice	4/3/2025	4/3/2025	4/3/2025	4/3/2025	50.00	0.00	0.00	0.00	50.00	
Phone stipend	BANKEFT - BANK WEST EFT				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:	1,926.88
2025.04	Invoice	4/3/2025	4/3/2025	4/3/2025	4/3/2025	1,926.88	0.00	0.00	0.00	1,926.88	
FirstNet SSPD License Renewal	BANKW - BANK WEST				No						

Payable Register

Packet: APPKT00146 - 03.2025

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	
FirstNet SSPD	NA		0.00	0.00	1,926.88	0.00	0.00	0.00	1,926.88	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
101-4210-42810	Phone				1,926.88	100.00%				

Vendor: [1906 - Birgen, Nicholin](#) Vendor Total: 50.00

2025.04	Invoice	4/3/2025	4/3/2025	4/3/2025	4/3/2025	50.00	0.00	0.00	0.00	50.00
Phone stipend					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: [1830 - Blue Peak](#) Vendor Total: 1,247.68

2025.04	Invoice	4/3/2025	4/3/2025	4/3/2025	4/3/2025	1,247.68	0.00	0.00	0.00	1,247.68
Phone, fax, internet					No					

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Phone, fax, internet	NA	0.00	0.00	1,247.68	0.00	0.00	0.00	1,247.68
Distributions								
Account Number	Account Name		Project Account Key	Amount	Percent			
101-4192-42800	Utility Expense			1,247.68	100.00%			

Vendor: [1665 - Cardmember Services](#) Vendor Total: 6.90

2025.04	Invoice	4/3/2025	4/3/2025	4/3/2025	4/3/2025	6.90	0.00	0.00	0.00	6.90
Monthly Charges PD					No					

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Monthly Charges PD	NA	0.00	0.00	6.90	0.00	0.00	0.00	6.90
Distributions								
Account Number	Account Name		Project Account Key	Amount	Percent			
101-4210-42500	Repair/Maint Expense			6.90	100.00%			

Vendor: [0246 - Golden West Technologies](#) Vendor Total: 706.86

2025.04	Invoice	4/3/2025	4/3/2025	4/3/2025	4/3/2025	706.86	0.00	0.00	0.00	706.86
SonicWall					No					

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
SonicWall	NA	0.00	0.00	706.86	0.00	0.00	0.00	706.86
Distributions								
Account Number	Account Name		Project Account Key	Amount	Percent			
101-4192-42201	Dues/Subscriptions			706.86	100.00%			

Vendor: [1369 - Greenapsis](#) Vendor Total: 373.80

91	Invoice	4/3/2025	4/3/2025	4/3/2025	4/3/2025	373.80	0.00	0.00	0.00	373.80
Govt building janitorial					No					

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Govt building janitorial	NA	0.00	0.00	373.80	0.00	0.00	0.00	373.80
Distributions								
Account Number	Account Name		Project Account Key	Amount	Percent			
101-4192-42200	Prof Fees Expense			373.80	100.00%			

Payable Register

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

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

2025.04	Invoice	4/3/2025	4/3/2025	4/3/2025	4/3/2025	50.00	0.00	0.00	0.00	50.00
Phone stipend		BANKEFT - BANK WEST EFT			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: [2043 - Jiy Higgins](#) Vendor Total: 100.00

2025.04	Invoice	4/3/2025	4/3/2025	4/3/2025	4/3/2025	100.00	0.00	0.00	0.00	100.00
2024 CE Assessment Reimbursement		BANKW - BANK WEST			No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
2024 CE Assessment Reimbursement	NA	0.00	0.00	100.00	0.00	0.00	0.00	100.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
101-4140-42900	Other Expense		100.00	100.00%

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

2025.04	Invoice	4/3/2025	4/3/2025	4/3/2025	4/3/2025	50.00	0.00	0.00	0.00	50.00
Phones Stipend		BANKEFT - BANK WEST EFT			No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Phones 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: [1103 - Kitzmiller, Michael](#) Vendor Total: 50.00

2025.04	Invoice	4/3/2025	4/3/2025	4/3/2025	4/3/2025	50.00	0.00	0.00	0.00	50.00
Phone stipend		BANKEFT - BANK WEST EFT			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: [1970 - Markham, Gwenn](#) Vendor Total: 50.00

2025.04	Invoice	4/3/2025	4/3/2025	4/3/2025	4/3/2025	50.00	0.00	0.00	0.00	50.00
Phone stipend		BANKEFT - BANK WEST EFT			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: [1101 - Meade County Auditor](#) Vendor Total: 2,009.22

2025.04	Invoice	4/3/2025	4/3/2025	4/3/2025	4/3/2025	2,009.22	0.00	0.00	0.00	2,009.22
Feb 2025 dispatch expenses		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	
Dec 2024 dispatch expenses	NA		0.00	0.00	2,009.22	0.00	0.00	0.00	2,009.22	
Distributions										
Account Number	Account Name	Project Account Key	Amount	Percent						
101-4210-42820	Dispatch Expense		2,009.22	100.00%						

Vendor: 2042 - Mountain West LLC										Vendor Total:	7,621.98
INV16899	Invoice	4/3/2025	4/3/2025	4/3/2025	4/3/2025	7,621.98	0.00	0.00	0.00	7,621.98	
Playground chips	BANKW - BANK WEST				No						
Items											
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total		
Playground chips	NA		0.00	0.00	7,621.98	0.00	0.00	0.00	7,621.98		
Distributions											
Account Number	Account Name	Project Account Key	Amount	Percent							
101-4520-42500	Repair/Maint Expense		7,621.98	100.00%							

Vendor: 1971 - Osten, Michael										Vendor Total:	50.00
2025.04	Invoice	4/3/2025	4/3/2025	4/3/2025	4/3/2025	50.00	0.00	0.00	0.00	50.00	
Phone stipend	BANKEFT - BANK WEST EFT				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: 1949 - Rushmore Office										Vendor Total:	238.00
145937	Invoice	4/3/2025	4/3/2025	4/3/2025	4/3/2025	238.00	0.00	0.00	0.00	238.00	
Printed Envelopes	BANKW - BANK WEST				No						
Items											
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total		
Printed Envelopes	NA		0.00	0.00	238.00	0.00	0.00	0.00	238.00		
Distributions											
Account Number	Account Name	Project Account Key	Amount	Percent							
101-4140-42600	Supply/Material Exp		238.00	100.00%							

Vendor: 1732 - Schieffer, Lisa										Vendor Total:	50.00
2025.04	Invoice	4/3/2025	4/3/2025	4/3/2025	4/3/2025	50.00	0.00	0.00	0.00	50.00	
Phone stipend	BANKEFT - BANK WEST EFT				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							
101-4140-42810	Phone		50.00	100.00%							

Vendor: 1976 - Schmagel, David										Vendor Total:	50.00
2025.04	Invoice	4/3/2025	4/3/2025	4/3/2025	4/3/2025	50.00	0.00	0.00	0.00	50.00	
Phone stipend	BANKEFT - BANK WEST EFT				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%							

Payable Register

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

Vendor: [1746 - Schrock, Brielle](#) Vendor Total: 50.00

2025.04	Invoice	4/3/2025	4/3/2025	4/3/2025	4/3/2025	50.00	0.00	0.00	0.00	50.00
Phone stipend		BANKEFT - BANK WEST EFT			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
101-4140-42810	Phone		50.00	100.00%

Vendor: [0853 - SD DEPT OF TRANSPORTATION FINANCE OFFICE](#) Vendor Total: 62.50

S00140581	Invoice	4/3/2025	4/3/2025	4/3/2025	4/3/2025	62.50	0.00	0.00	0.00	62.50
2024 Bridge Inspections		BANKW - BANK WEST			No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
2024 Bridge Inspections	NA	0.00	0.00	62.50	0.00	0.00	0.00	62.50

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
101-4310-42500	Repair/Maint Expense		62.50	100.00%

Vendor: [1328 - Servall Uniform & Linen Supply](#) Vendor Total: 195.16

1037194	Invoice	4/3/2025	4/3/2025	4/3/2025	4/3/2025	195.16	0.00	0.00	0.00	195.16
Monthly services		BANKW - BANK WEST			No					

Items

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

Distributions

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

Vendor: [0128 - United States Treasury](#) Vendor Total: 824.94

J530.2025	Invoice	3/27/2025	3/27/2025	3/27/2025	3/27/2025	824.94	0.00	0.00	0.00	824.94
J.Smith		BANKW - BANK WEST			No					

Items

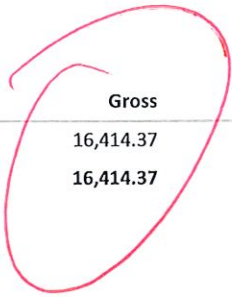
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
J.Smith	NA	0.00	0.00	824.94	0.00	0.00	0.00	824.94

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
101-0000-21710	Payroll Tax Payable		824.94	100.00%

Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	26	16,414.37	0.00	0.00	0.00	16,414.37	6.90	16,407.47
Grand Total:		16,414.37	0.00	0.00	0.00	16,414.37	6.90	16,407.47



Account Summary

<u>Account</u>	<u>Name</u>	<u>Amount</u>
101-0000-21710	Payroll Tax Payable	824.94
101-4110-42810	Phone	200.00
101-4140-42600	Supply/Material Exp	238.00
101-4140-42810	Phone	150.00
101-4140-42900	Other Expense	100.00
101-4192-42200	Prof Fees Expense	606.65
101-4192-42201	Dues/Subscriptions	706.86
101-4192-42800	Utility Expense	1,247.68
101-4192-43400	Equip Expense	512.76
101-4210-42500	Repair/Maint Expense	6.90
101-4210-42810	Phone	1,926.88
101-4210-42820	Dispatch Expense	2,009.22
101-4310-42500	Repair/Maint Expense	62.50
101-4310-42810	Phone	100.00
101-4520-42500	Repair/Maint Expense	7,621.98
	Total:	16,314.37

<u>Account</u>	<u>Name</u>	<u>Amount</u>
604-4000-42810	Phone	100.00
	Total:	100.00

Sid Reade
Finance Commissioner

Month of: March, 2025

Meetings:

- Attended two regular Commission meetings

Contacts:

- Several updates with City Finance Officer
- Several visits with City Administrator

Michael Osten
Commission Report

03-30-25

Meetings:

Attended the Summerset regular commission meetings on 03-06-2025, and 03-20-2025.

Attended the regular monthly Parks and Rec board meeting on 30-18-2025.

Attended the Summerset Equalization Meeting on 03-17-2025.

Met with Commissioner Markam regarding Parks and Rec board, and parks grant.

Public Works:

Phone conversations with/from Director of Public Works on March 5, 7, 10, 13, 19, 27, & 27 to discuss daily operations, monthly expenditures, and personnel issues.

Phone conversations/text/emails with Mayor Kitzmiller, Finance Officer, and city administrator.

Phone conversations/emails/texts with three city residents concerning snow abatement fines and fees.

Checked on status of the public works office/shop building on Thursday March 27th. Found everything to be in very good order.

Sent and received multiple emails regarding unemployment filing of former employee, snow fees, and applicants for the open Public work position.

MARCH COMMISSION REPORT

COMMISSIONER MARKHAM

MEETINGS:

- 2 – COMMISSION MEETING
- 1 – DOT MARKETING WEBSITE MEETING
- 1 – A&B BUSINESS SOLUTIONS – COPY MACHINE BID
- 1 – EVERGREEN – COPY MACHINE BID
- 1 – SEDC MEETING
- 1 – EQUALIZATION MEETING
- 1 – SEDC ANNUAL MEETING

POLICE DEPARTMENT:

- WEEKLY/ DAILY TOUCH BASE WITH CHIEF NASSER
 - DAY TO DAY OPERATIONS
- INTERVIEWS FOR NEW OFFICERS
- ANNUAL EVALUATION

OTHER BUSINESS:

- WORKING WITH L. SCHIFFER ON CONTRACTS
- VARIOUS EMAILS WITH:
 - CHIEF NASSER
 - LISA SCHIFFER
 - MAYOR KITZMILLER
 - SID READE – COPIER BIDS
 - ANGELA WOLTER – DOT MARKETING
 - ADAM VOLLMER – DOT MARKETING
 - BRIELLE SCHROCK
 - BRENNA BLOCK

Required Report

March 2025 Commissioner Kitzmiller

MEETINGS

- Attended all required Commission Meeting

PUBLIC WORKS

Almost daily calls or text messages with our City Administrator. Working directly with City department Commissioners and Department heads.

- Generators
- City Street Lighting
- City LED Sign
- Parks
- Roads
- Equipment
- Employment

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

Required Report

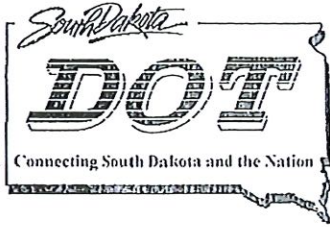
March 2024 Commissioner Clyde Hirsch

MEETINGS

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

POLICE DEPARTMENT

weekly calls with Jon



Department of Transportation
Division of Planning/Engineering
Right of Way Office
700 E Broadway Avenue
Pierre, South Dakota 57501-2586
Phone: (605) 773-3746
Fax: (605) 773-4249

August 29, 2024

City of Summerset
attn: Lisa Schieffer
7055 Leisure Lane
Summerset, SD 57718-7701

Dear Lisa:

The South Dakota Department of Transportation has declared the following property to be excess:

Lot A in Tract W in the E1/2 NE1/4 of Section 6, Township 2 North, Range 7 East of the B.H.M., Meade County, South Dakota. (contains 13.35 acres)
Appraised Value: \$342,000

Tract B of the SW1/4 SE1/4 and Tract BW of the SE1/4 SE1/4; all in Section 31, Township 3 North, Range 7 East of the B.H.M., Meade County, South Dakota. (contains 5.52 acres) Appraised Value: \$83,000

The above properties are located south of Summerside on the east side of I90 near Exit 51. The property is excess from DOT project IM-PH 0901(61)49, PCN 5586.

No access will be allowed along the section line for at least 330' east of the I-90 ROW.

As a governmental entity, the City of Summerset is offered the opportunity to purchase the above properties for the appraised values.

Please notify Scott Pretzer at the Right of Way office of the City of Summerset's purchase decision. If yes, also include the owner name and address to be placed on the deed. If you have any questions, please call Scott at 605-773-3710.

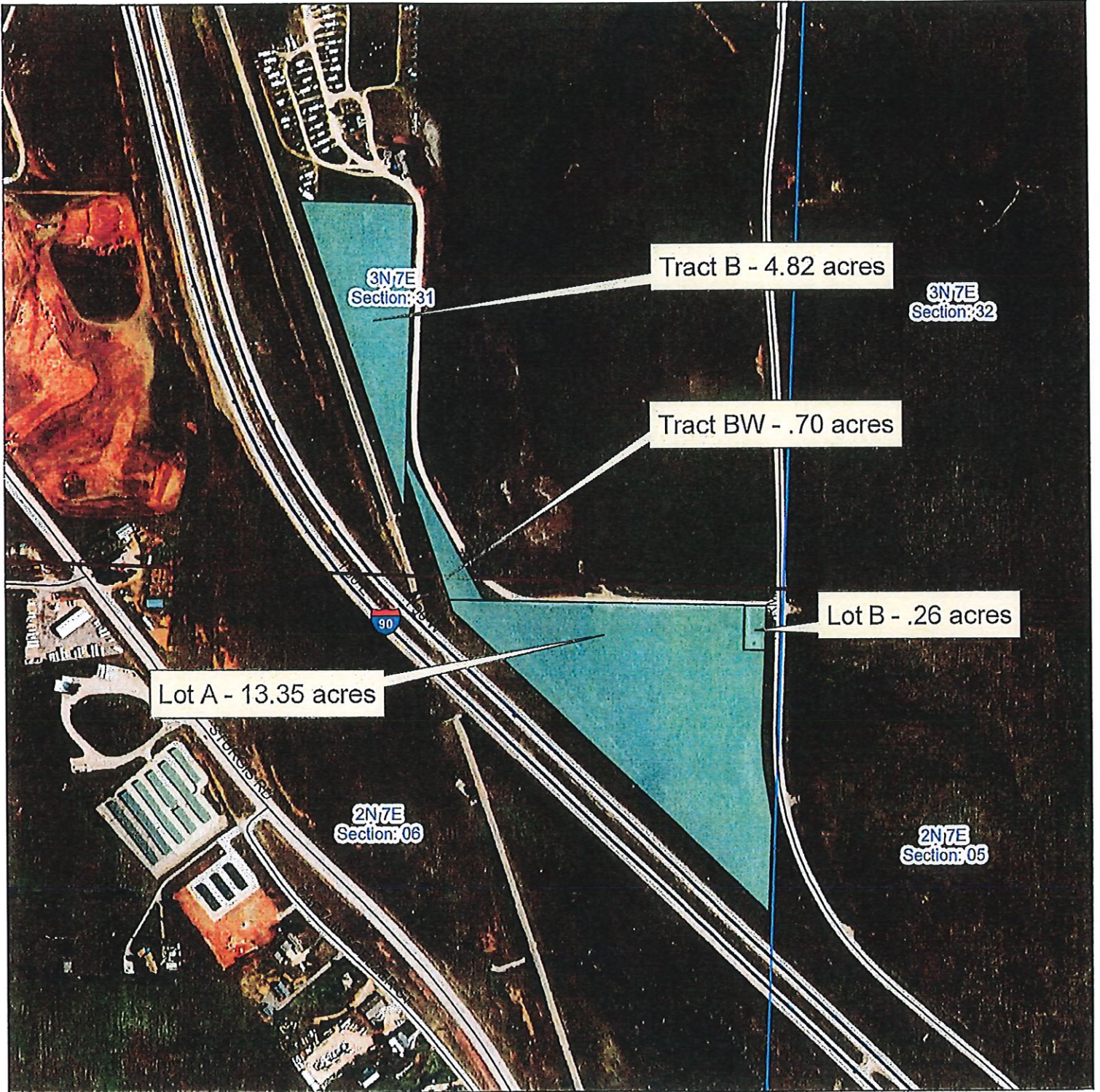
Full payment is requested payable to SD Dept. of Transportation prior to a Quit Claim Deed recording.

Sincerely,

A handwritten signature in blue ink that reads 'Scott Pretzer'.

Scott Pretzer
Department of Transportation
Property Manager

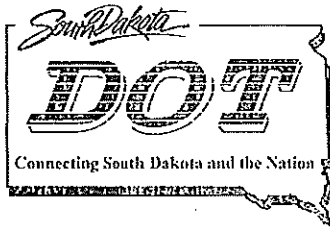
Proposed Disposal - Meade County



Legend

 Commission Items

0 0.05 0.1 0.2 Miles



Department of Transportation
Division of Planning/Engineering
Right of Way Office

700 E Broadway Avenue
Pierre, South Dakota 57501-2586
Phone: (605) 773-3746
Fax: (605) 773-5867

MEMORANDUM

TO: Ken Brilz
Right of Way Program

FROM: Scott Pretzer
Property Management

DATE: February 6, 2025

RE: Meade County 4-47-08 Appraisal Request
Former Owner SD Cement Plant & ROW

Please have an appraisal prepared for the following SDDOT excess property:

The N1/2 SW1/4 of Section 5, Township 2 North, Range 7 East of the B.H.M., Meade County, South Dakota, lying South and West of Lot H2 and East of Railroad Right-of-Way, less Lot H5.

I-90 Tract in the S1/2 SW1/4 of Section 5, Township 2 North, Range 7 East of the B.H.M., Meade County, South Dakota, less Lot H1.

Lot A in Lot H1 in the SW1/4 NW1/4 of Section 5, Township 2 North, Range 7 East of the B.H.M., Meade County, South Dakota.

Lot B in Lot H2 in the N1/2 SW1/4 of Section 5, Township 2 North, Range 7 East of the B.H.M., Meade County, South Dakota.

The above property will be appraised as one parcel and contains 79.7 acres. Location is near Black Hawk Exit 51 on the west side of I90.

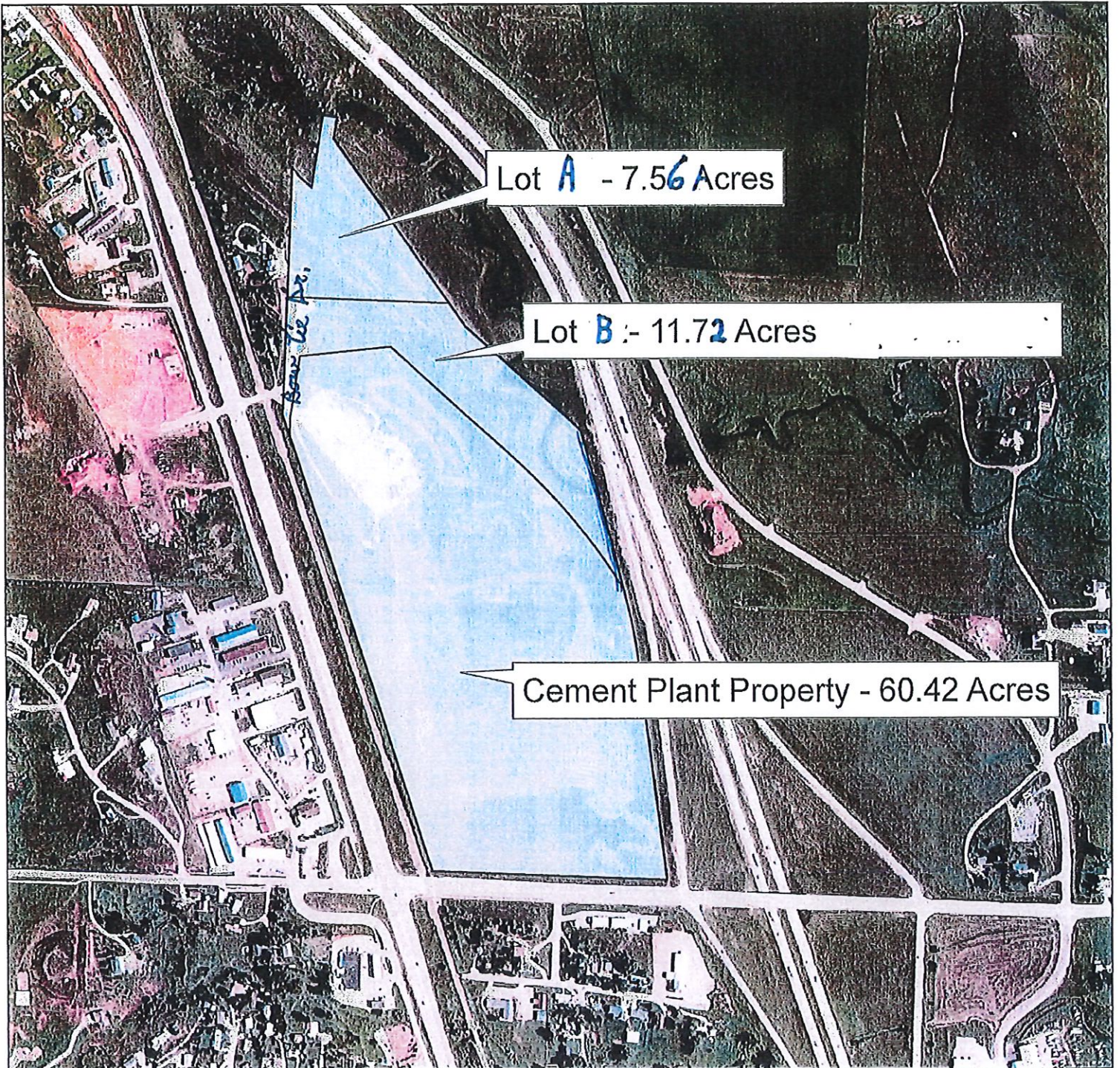
The property is excess from DOT project IM-PH 0901(61)49, PCN 5586 and retains an existing access from Sturgis Road. Another access will be allowed as right in - right out from Peaceful Pines Road with the new owner responsible for the access and median construction costs.

Rapid City Region/Area DOT recommends disposal.

Time and expense should be charged to Overhead 01000, Function 1654.

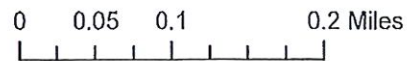
Thank you!

Cement Plant Property Meade County



Legend

 Commission Items





RECEIVED

MAR 04 2025

COMMUNITY PLANNING & DEVELOPMENT SERVICES

City of Summerset
7055 Leisure Lane, Summerset, SD 57718
Phone: (605) 718-9858 Fax: (605) 718-9883 Web: www.summerset.us

APPLICATION FOR DEVELOPMENT REVIEW

REQUEST (please check all that apply)

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

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

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

LEGAL DESCRIPTION (Attach additional sheets as necessary)

EXISTING

LOT 1 of New LEAF Sub. Section 31 T3N R7E B4M

PROPOSED

LOCATION 9350 STURGIS ROAD

Size of Site-Acres 7 1/2 Square Footage Proposed Zoning

DESCRIPTION OF REQUEST: REMOVE Concrete Pavement BELOW Ret. WALL
Utilities: Private / Public
Water Private
Sewer Private
HARDSHIP: UNNECESSARY EXPENSE / NO CUSTOMER PARKING IS NEEDED

APPLICANT

Name MATTHEW LEON Phone 605-209-0900
Address 1709 LODGE ST. E-mail M5LEON67@hotmail.com
City, State, Zip Rapid City, SD. 57702

PROJECT PLANNER - AGENT

Name
Address
City, State, Zip
Phone
E-mail

OWNER OF RECORD (If different from applicant)

Name LEON HOLDINGS Phone 605-209-0900
Address 1709 LODGE ST. E-mail M5LEON67@hotmail.com
City, State, Zip Rapid City, SD 57702

Property Owner Signature Date Property Owner Signature Date

Signature Print Name: Title*: Signature Print Name: Title*

*required for Corporations, Partnerships, etc.

FOR STAFF USE ONLY

Table with columns: ZONING, Current, North, South, East, West, Planner, File No., Comp Plan, Received By:

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

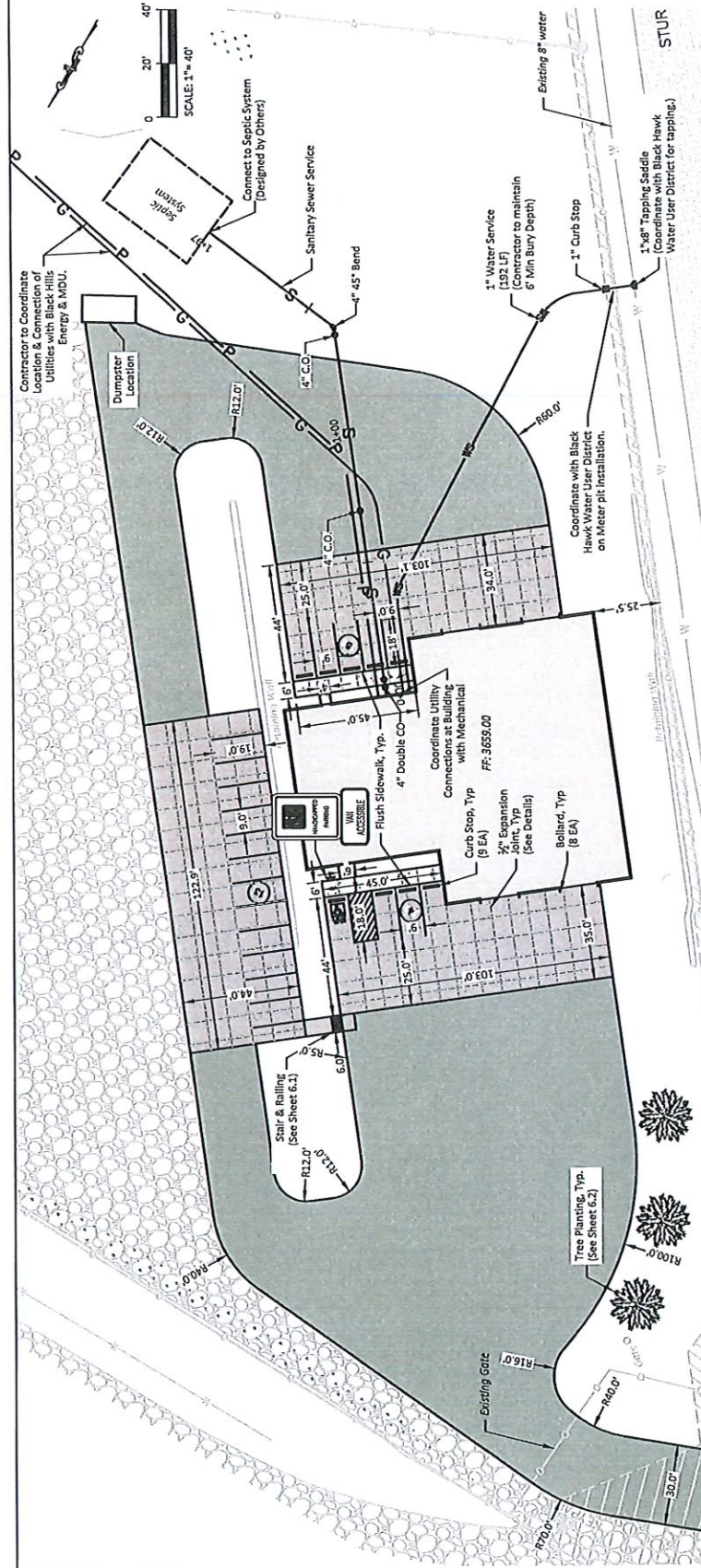
Board of Adjustments Meeting Date:
Date Paid:
Sign Deposit Received: Amount: Sign returned: Payment Type: Cash Credit Check 02/2024



New Leaf Site Development

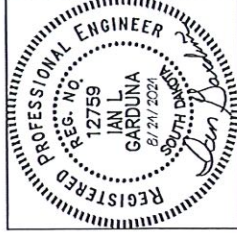
Lot 1

Project No.	198.02
Client	Black Hawk, SD
Prepared For:	Leon Holdings, LLC Matthew Leon PO Box 742 Black Hawk, SD 57718
Version:	1.000% CD
Drawn By:	JL
Checked By:	JL
Scale:	1" = 40'
Date:	6/20/24
Project:	198.02
Sheet:	198.02



Parking Requirements

Office (1 per 250 SF)	15
Warehouse (1 per 1,000 SF)	7
Office (3,012 SF)	22
Warehouse (7,000 SF)	22
Required	39
Provided	39



Sanitary Sewer Service

Station	Offset	Proposed Grade	Existing Grade
3665	0+00	3659.00	3658.3
	0+25	3658.0	3657.26
	0+50	3657.07	3657.4
	0+75	3656.07	3656.8
	1+00	3654.87	3654.4
	1+25	3653.65	3652.9
	1+50	3652.9	3652.9
	1+75	3651.8	3651.8
	2+00		

Legend

- 5" Flush Concrete Sidewalk on 4" Base Course (62 SY)
- 6" Reinforced PCC Pavement on 6" Base Course (416 SY)
- 5" Asphalt Surfacing on 6" Base Course (3,796 SY)
- 4" Parking Stripes (153 LF)
- Handicap Parking Sign (1 EA)
- Van Accessible Sign (1 EA)
- Painted Handicap Sign (1 EA)
- Colorado Blue Spruce/Picea pungens (Height: 49', Spread 16') (3 EA)

Required 22 spaces 66 points
 Provided Large Tree (6" Caliper) 3 EA 66 points

Required 3 points required parking space.
 Required 22 spaces 66 points
 Provided Large Tree (6" Caliper) 3 EA 66 points

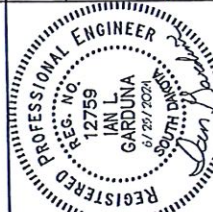
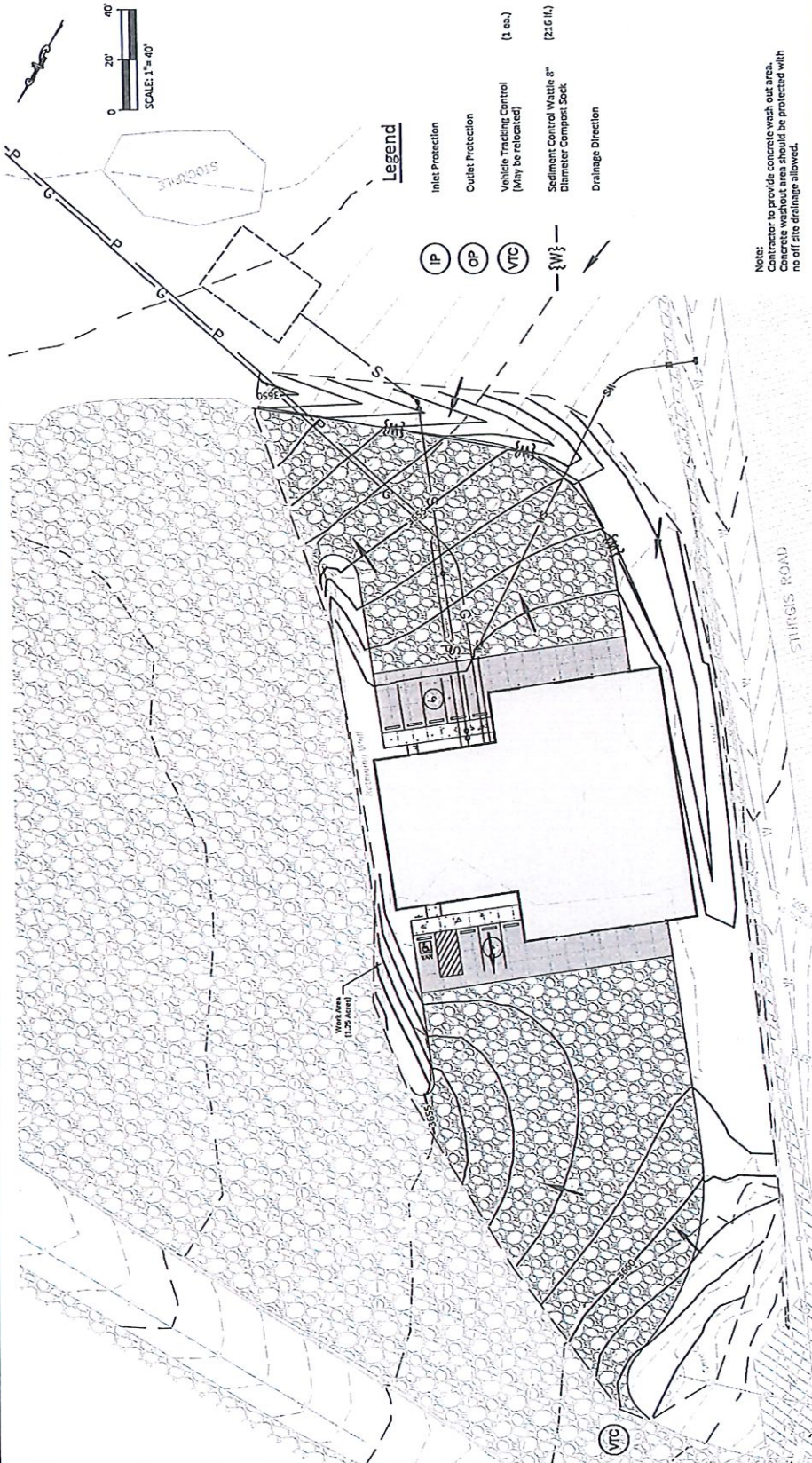
Landscape Requirements:
 Developments within C1, the number of required points shall be derived from the parking spaces calculation only.



New Leaf Site Development Lot 1

Prepared By:	HC/ROD
Checked By:	AK/SBC
Project No.:	672024
Issue Date:	6/25/2024
Revision No.:	05/2024
Version:	05/2024
Project Name:	01 - 100% CD
Client:	Leon Holdings, LLC
Address:	Matthew Leon PO Box 742 Black Hawk, SD 57718

Internal Job No.:	3198.02
Sheet Title:	Erosion Control Plan
Scale:	3:1



Note:
Contractor to provide concrete wash out area.
Concrete washout area should be protected with
no off site drainage allowed.

NOTICE OF PUBLIC HEARING
for the
Playground Improvements project

City of Summerset is proposing to submit an application to secure funding from the South Dakota Game Fish and Parks to complete critical improvements to the Leisure Lane City Park. The application will request funding assistance for an amount up to \$342,957 for replacement of the play structure located at Leisure Lane Park on Parcel #0C.50.09.PLAY (no street address available), Summerset SD 57718.

The purpose of the public hearing is to discuss the need for the project, project alternatives, source of funding, collect public input, and discuss the impact to the community. The public is invited to attend and comment on the project. The public hearing will be held on Thursday, April 3rd, 2025 at 6:00 pm at 7055 Leisure Lane, Summerset, SD 57718.

Published once 03/22/2025 at the total approximate cost of \$24.56.



Dakota Playground

PO Box 1408 • Fargo, ND 58107
Office 701-356-8800 • Fax 701-293-7811
www.dakotaplayground.com
Equal Opportunity Employer

PROPOSAL SUBMITTED TO City of Summerset	CONTACT NAME Gwen Markham	DATE 3/12/25
ADDRESS 7055 Leisure LN	EMAIL gmarkham@summerset.us	PHONE 605-415-3859
CITY, STATE, ZIP CODE Summerset, SD 57718	JOB NAME / LOCATION Playground Improvements	

We propose to provide the necessary materials, labor, and equipment to install the following items, quantity as listed:

As manufactured by Landscape Structures:

- 1 Model #323661A, Volo w/Shade, Playground Structure.
- 1 Model #CP021770A, DTR SP Sprig, Playground Structure.
- 1 Model #219510A, GeoPlex Climber Wall w/Aluminum Posts.
- 1 Model #247179A, Curva Spinner.
- 1 Model #164075B, Double Bobble Rider.
- 1 Model #214438A, Rhapsody Animato Metallophone.
- 1 Model #214443A, Rhapsody Goblet Drum.
- 1 Model #214445A, Rhapsody Kettle Drum.
- 1 Model #237673F, SkyWays Cantilever Single Post Pyramid 12'x12' Shade. 10' Entry Height w/Rapid Release.
- 3 Model #141683A, 72" TenderTuff Bench w/Back.
- 1 Model #177332A/177333A, 2-Bay Single Post Swing Frame, 8' Beam Height.
- 2 Model #174018A, Belt Seat w/ProGuard Chains for 8' Beam Height.
- 1 Model #176038A, Full Bucket Seat w/ProGuard Chains for 8' Beam Height.
- 1 Model #177351A, Molded Bucket Seat (5-12) yrs.

As manufactured by Forever Lawn.

4,700 sq. ft. of Playground Grass Ultra.

- 2" Safety Foam to protect equipment's critical fall height.

TOTAL: \$342,957.00 materials installed.

*Removal and excavation/dirt work done by Owner.

*Colors chosen by Owner.

Notes:

- 1. Unless specifically noted above, price does not include excise tax, prevailing wages, bonds, permits, testing, TERO, special insurance provisions or other fees if applicable.
- 2. Above price does not include site work such as clearing and grubbing, grading, excavating, trenching, staking/surveying, drainage, concrete curbing or flatwork, knock-outs, saw cutting or jack hammering or any other work not specifically outlined above.
- 3. Above price assumes immediate site access with large heavy equipment, site restoration is not included.
- 4. This proposal supersedes any previous proposals (all of which are rescinded/revoked and no longer valid); any plans addenda or revisions issued after this proposal are not part of this proposal and Dakota Playground is not bound to; this proposal automatically becomes part of any subsequent contract signed by Dakota Playground, regardless of whether this proposal is signed by the recipient of this proposal.

We propose hereby to furnish materials and labor - complete in accordance with above specifications, for the sum of: As per above.

This Proposal may be withdrawn by Dakota Playground if not accepted within 30 days.

Acceptance of Proposal

The above prices, specifications, terms and conditions are satisfactory and are hereby accepted by Purchaser. Dakota Playground is authorized to do the work as specified and Purchaser shall make payment as outlined.

Terms and Conditions

Term of Payment, due upon receipt and subject to approved credit by Dakota Playground.

Installation Sales

Unless otherwise specified above, material payment due upon shipment of product, monthly progress billings, and balance due upon completion.

Please click below to view our online Terms & Conditions:

<https://dakotaplayground.com/terms-conditions/quotes-invoices-installs/>

Dakota Playground

By: Brady Kuta
Brady Kuta

Purchaser

By: _____

Printed Name: _____

Title: _____

Date of Acceptance: _____

PROPOSAL



Summerset Playground

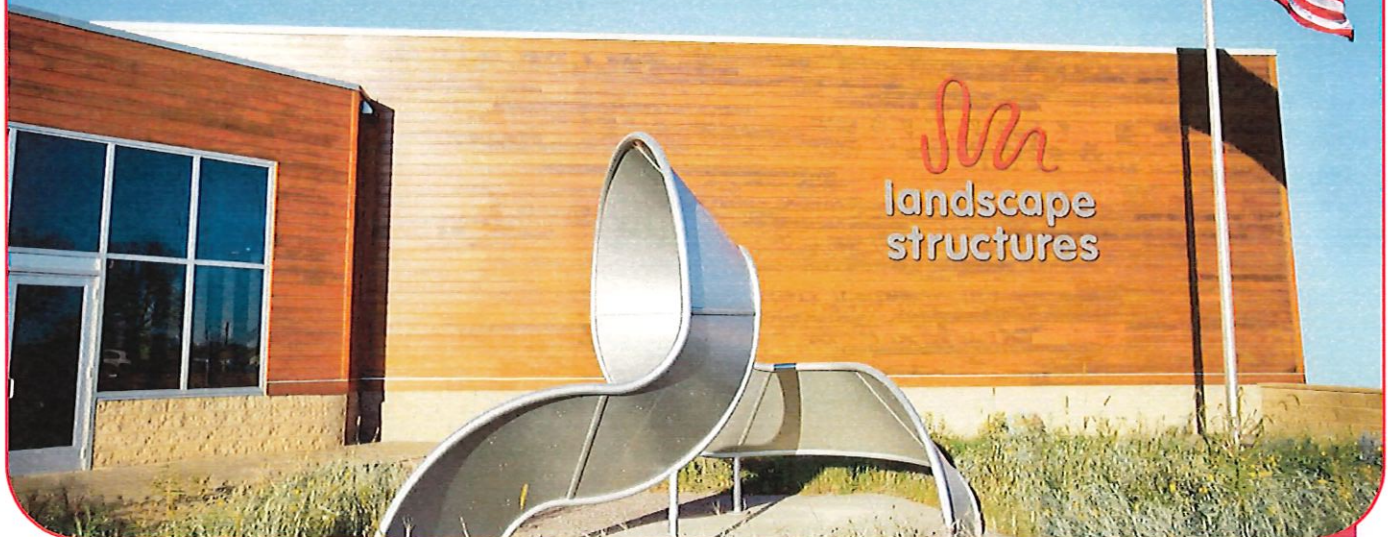
Made in the U.S.A. Statement

March 12, 2025

Summerset Playground

Proudly made in the U.S.A.

Nearly all of our play products are made in Delano, Minnesota.* This allows us to maintain control over the quality of the play equipment you purchase. While other manufacturers are increasingly sourcing components from overseas, Landscape Structures equipment is proudly made in the U.S.A.



**Total Product
Made in the U.S.A.**

99%

Calculation includes standard play products only.

*Our fabrication, rotomolding, welding and painting operations in Delano, Minnesota, U.S.A. produce the vast majority of our standard play components.

For a better tomorrow
we play today.®

playlsi.com

Proudly presented by:



Dakota Playground



Summerset Playgroi



Summerset SD • 3.12.2

© 2025 Landscape St



8632 Eagle Creek Circle, Savage, MN 55378
www.MIDWESTPLAYSCAPES.com

direct: 952.895.8888
 fax:952.895.8889
 toll free: 800.747.1452

playscapes@earthlink.net

Quotation



Project: City of Summerset - Leisure Lane Park
Contact: Anthony Kayl
Ship To: Summerset, SD 57718
Email: akayl@summerset.us

Phone: 605-593-8902
Fax:
Bill To:

Shipping Contact Name:

Date: 3/18/25

Qty	Design/Item #	Description	Total
1	LL_20250314_01	Playworld Playground	\$ 69,075.00
3,440 SqFt	TURF	Artificial Turf Safety Surfacing	\$ 68,800.00

	Subtotal	\$ 137,875.00
	Freight	\$ 3,900.00
Tax Exempt # _____	Sales Tax	\$ 3,042.74
	Local Sales Tax	\$ 1,448.93
	Contractors Exise Tax	\$ 3,690.18
	Subtotal	\$ 149,956.85
	Installation	\$ 17,268.00
	Total	\$ 167,224.85

* Please provide certificate

NOTE: Any Insurance requirements above \$1,000,000 General Liability will be subject to a surcharge

NOTE: UNLESS OTHERWISE NOTED, prices shown are material only. They **DO NOT** include: assembly, installation, border, safety surfacing, drain tile, geotextile fabric, removal of existing equipment, site preparation, excavation or site restoration, unloading of equipment, disposal of packaging material, storage of equipment, additional insurance and bonding would be extra, unless otherwise stated above. If playground equipment or materials are stored off site, customer is responsible for transporting equipment to job site.

Prices firm for 30 days, subject to review thereafter. Our terms are net 30. A finance charge of 1.5% will be imposed on the outstanding balance unpaid for more than 30 days after the shipment of materials. Equipment shall be invoiced seperately from other services and shall be payable in advance of those services and project completion. Retainage not accepted. Once customer has signed quotation, your order cannot be changed or canceled. Please allow TBD weeks for delivery after receipt of order. Standard manufacturing design, specification, and construction apply unless noted otherwise. Customer is responsible for the identification and marking of all underground utilities (public or private) to include drain tile and sprinkler systems. Area must be accessible to Bobcat and other equipment necessary for installation or additional fees will be charged. Freight quote is based on customer unloading equipment and checking in all equipment for any missing parts. If product is refused by customer upon delivery for any reason (unless damaged), without prior authorization from Midwest Playscapes, Inc., the customer agrees to pay 20% restocking fee plus freight charges. Price does not include prevailing wages, unless otherwise noted. If we can be of Other Assistance, please feel free to contact us.

Signed: _____
 Dominic Dvorak

Accepted _____
 Date: _____
 Printed Name: _____

LEISURE LANE PARK

SUMMERS ET, SD

TOTAL AREA:
3,440 SqFt.

PERIMETER:
276 Ft.

FALL HEIGHT:
9 Ft.

AGE GROUP:
2-5 & 5-12

DESIGN OPTION:
01

NORTH



2-5/5-12

Total Elevated Play Activities:	4 / 10
Total Ground-Level Play Activities:	1 / 3
ADA SCHEDULE	
Accessible Elevated Activities	2 / 5
Accessible Ground-Level Play Types	1 / 3
Required	2 / 5 1 / 3 1 / 3
Provided	4 / 10 1 / 3 1 / 3



✓ ASTM F1487-11
✓ CPSC #325

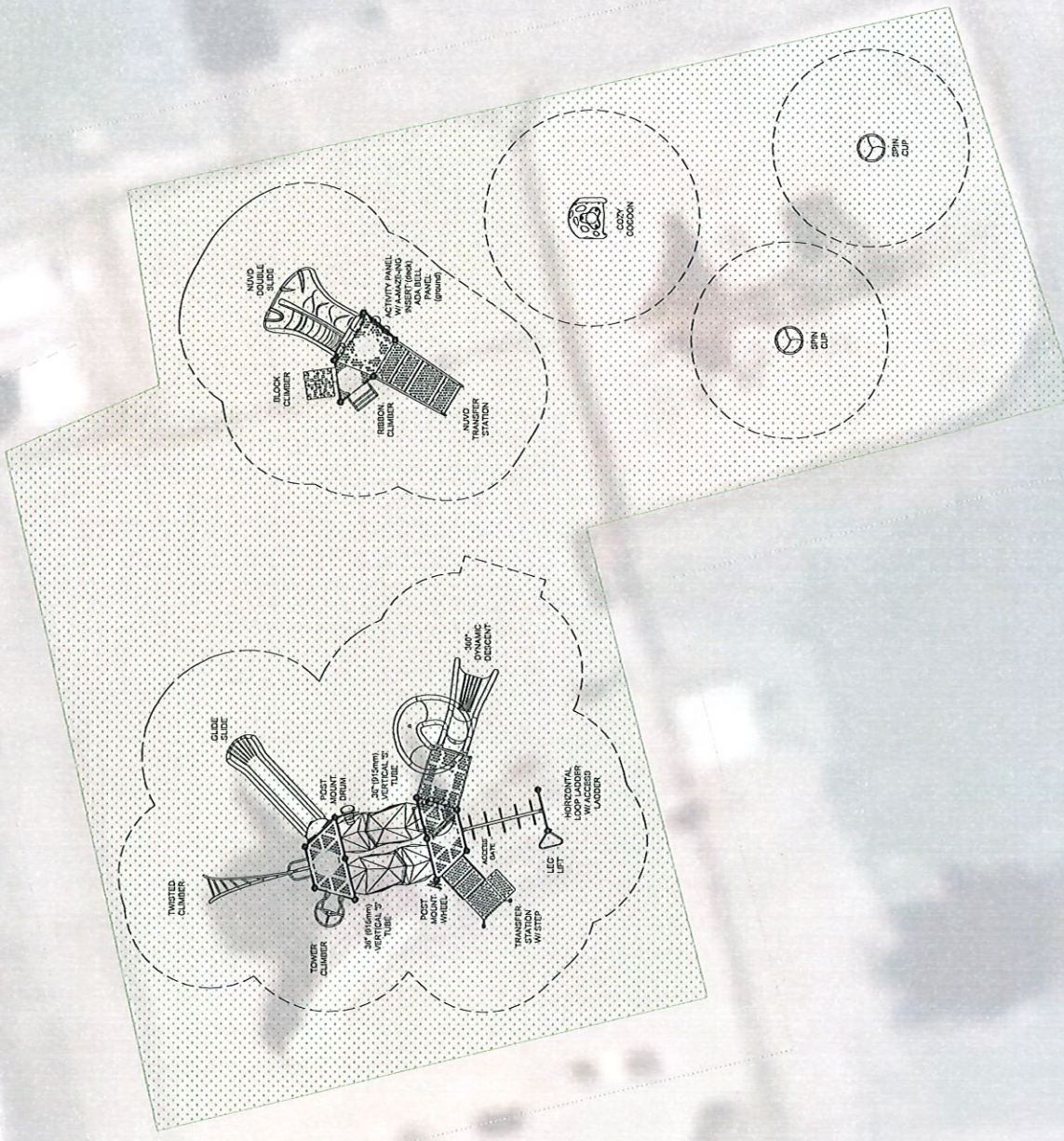
PROJECT NO:
LL_20250314_01_01

SCALE:
1/8" = 1'-0"

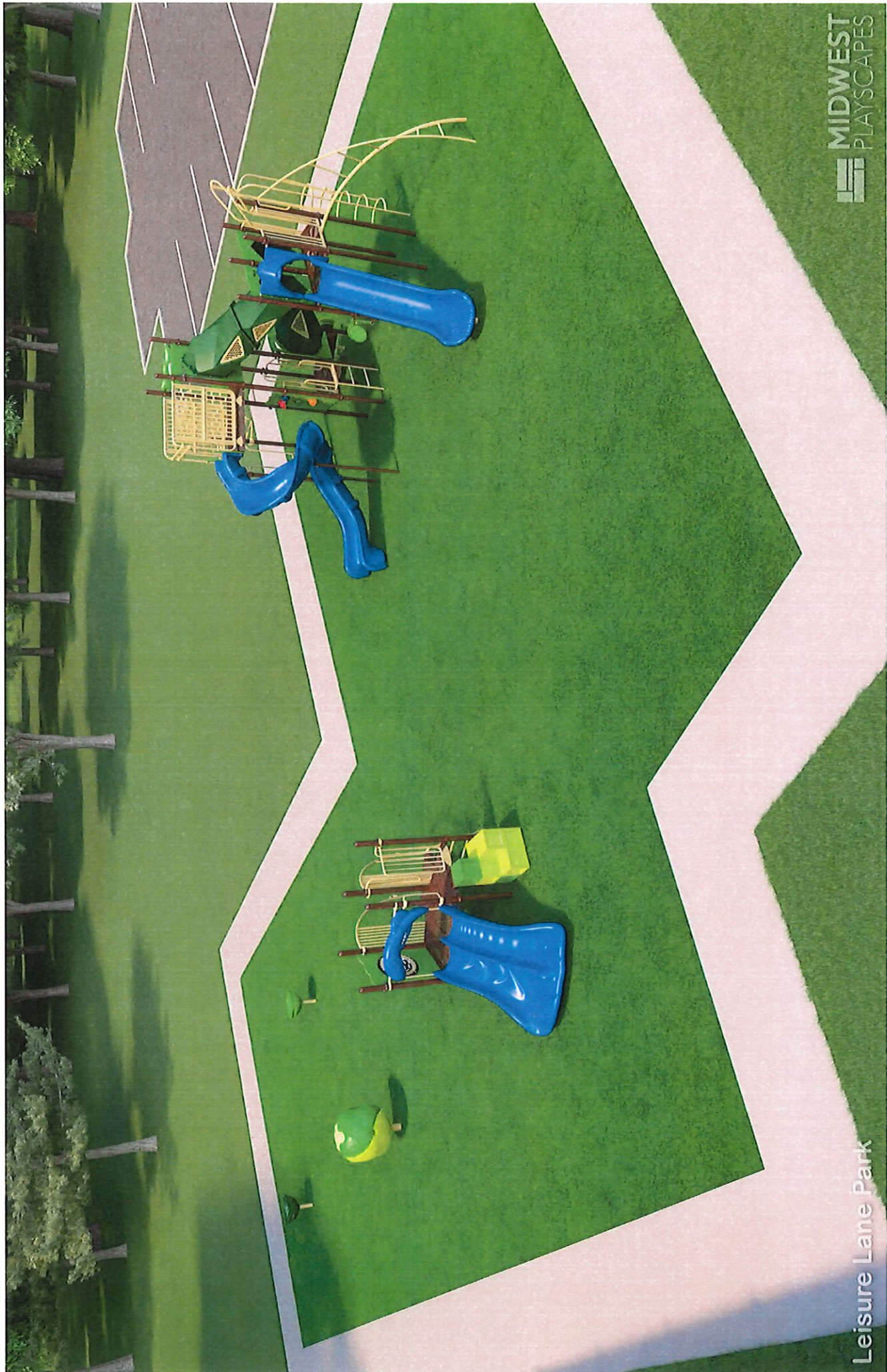
DRAWN BY:
Tim Kelly

Paper Size
B

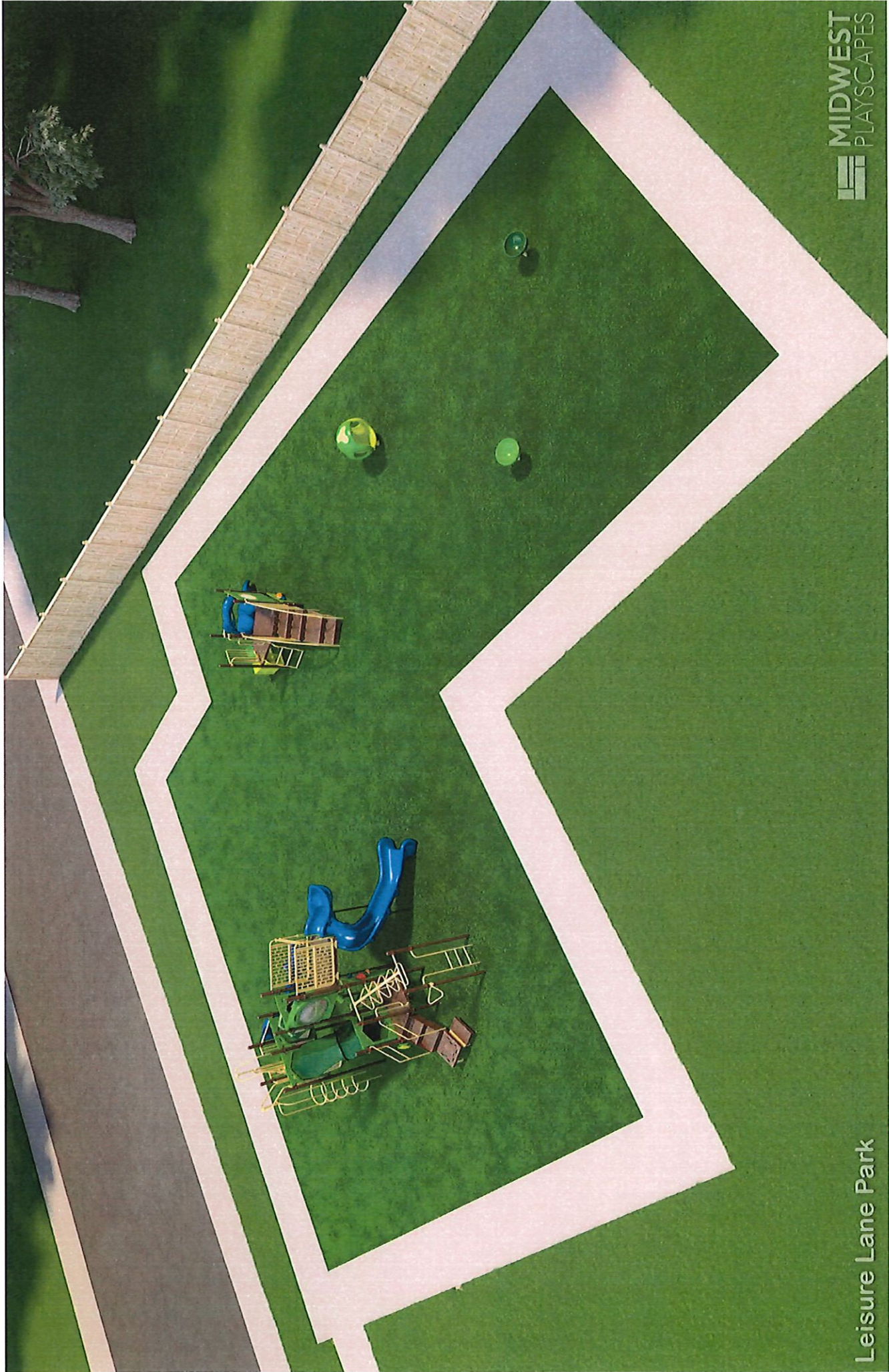
DATE:
03-14-25



*PLAYGROUND SUPERVISION REQUIRED

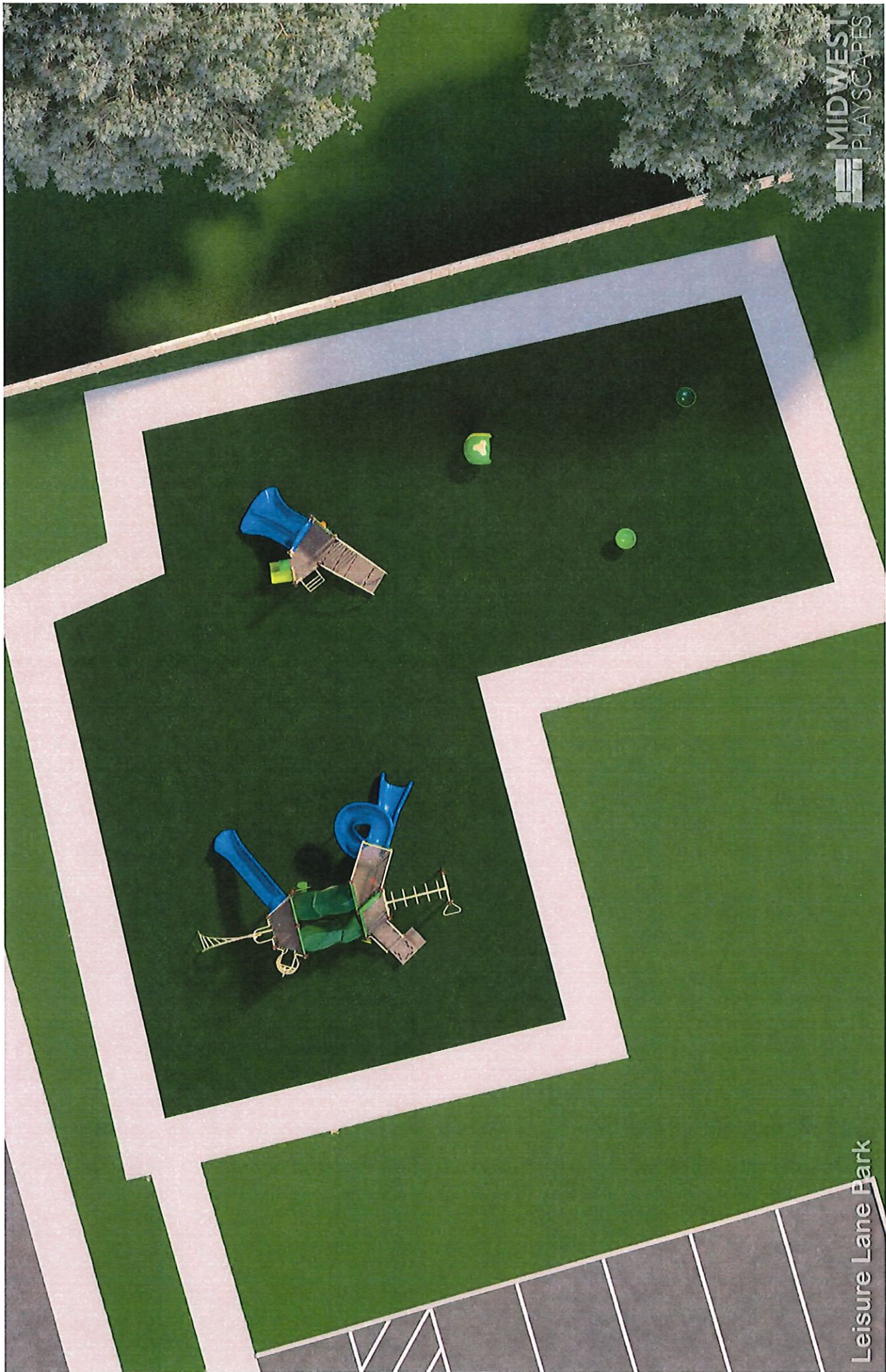








Leisure Lane Park



RESOLUTION
APPOINTMENT OF APPLICANT AGENT
For the Hazard Mitigation Grant Program (HMGP)

WHEREAS, the City of Summerset (Applicant) is submitting a HMGP application to the South Dakota Division of Emergency Management and the Federal Emergency Management Agency for the purpose of the DR-4807 Summerset Sewer Treatment Plant and Public Works Building Generators project for the City of Summerset; and

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

NOW THEREFORE BE IT RESOLVED that the City of Summerset (Applicant) appoints Lisa Schieffer, City Administrator and Michael Kitzmiller, Mayor, as the authorized Applicant Agents.

Dated this ____ (day) ____ of ____ (month) ____ 2025.

Michael Kitzmiller, Mayor

ATTESTED:

Lisa Schieffer, City Administrator

DESIGNATION OF APPLICANT AGENT

City of Summerset

Name of Applicant/Subgrantee

<u>Michael Kitzmiller</u>	<u>Mayor</u>
Name of Applicant's Agent	Title
<u>7055 Leisure Land</u>	<u>(605) 718-8958</u>
Business Address	Work Phone
<u>Summerset, SD 57718</u>	<u>(605) 718-9883</u>
City, State & Zip Code	Fax Number

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

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

Approved By:

Michael Kitzmiller, Mayor

(Date)

(Signature)

DESIGNATION OF APPLICANT AGENT

City of Summerset

Name of Applicant/Subgrantee

Lisa Schieffer

Name of Applicant's Agent

City Administrator

Title

7055 Leisure Land

Business Address

(605) 718-8958

Work Phone

Summerset, SD 57718

City, State & Zip Code

(605) 718-9883

Fax Number

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

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

Approved By:

Micheal Kitzmiller, Mayor

(Date)

(Signature)

MICHAEL KITZMILLER,
MAYOR

COMMISSION:
CLYDE HIRSCH
GWENN MARKHAM
MICHAEL J. OSTEN
SIDNEY READE

CITY OF
SUMMERSET



CITY HALL
7055 LEISURE LANE
SUMMERSET, SD 57718

TEL: 605.718.9858
FAX: 605.718.9883

WWW.SUMMERSET.US

April 3, 2025

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

Dear Mr. Poppen:

As part of the Hazard Mitigation Grant Program (HMGP) process, a local funding match is required. This letter serves as the City of Summerset's commitment to meet the matching fund requirements for the DR-4807 Summerset Sewer Treatment Plant and Public Works Building Generators project. The local matching fund requirement will be made by hard cash and/or in-kind commitment of up to \$45,425 for DR-4807 Summerset Sewer Treatment Plant and Public Works Building Generators project estimated to cost \$181,702.

Any in-kind match source will be volunteer time. All volunteers will indicate their wage or use the state volunteer wage of \$29.32 per hour.

Sincerely,

Lisa Schieffer
Summerset City Administrator, Applicant Agent



DAK GENERATOR

PO Box 106, Piedmont, SD 57769

(605) 415.2484 (605).545.0606

david@dakgenerator.com

www.dakgenerator.com

"Your Power Specialist"

03-12-25

City of Summerset
7055 Leisure Ln
Summerset SD 57718
Lisa Schieffer
605.718.2189
lschieffer@summerset.us
Anthony
605.430.6911
Akay@sumerset.us

Dak Generator Services Inc. is pleased to propose to you the following budget pricing for your consideration. Replace existing 230KW Kohler diesel generator. Size is based on customers utility companies' peak demand of 128KW for the **Waste Treatment Plant**. Sizing consideration is based on customer's projected electrical equipment upgrades to Plant in future.

Model GLVD250-SAE Powerdak With Level 2 Weather Protective Enclosure Standby Generator

250KW (312KVA) Standby

277/480 Volts 60Hz Three Phase, .08 Power Factor

376 amp Load Capacity: Load Bank tested;

Volvo Industrial Diesel Engine, Model TAD852GE 2025 EPA Certified @ 1800 RPM

24 Volt Electrics, Radiator & Guard

Stamford 12 Lead Brushless Single Bearing Alternator with PMG

Voltage Regulator: Stamford Digital with PMG Excitation

Basler Digital Non-Proprietary Instrument Control Panel with

following: Standard UL Safety

Shutdown for Generator and Engine, Digital Metering, Engine Parameters, CAN Bus ECU

Communications, Windows-Based Software, Multilingual Capability, Remote Communications to

Remote Annunciator, 16 Programmable Contact Inputs, Up to 15 Contact Outputs (7 standard),

UL Recognized, CSA Certified, CE Approved, Event Recording, IP 54 Front Panel Rating with Integrated

Gasket, NFPA 110 Level 1 Compatible

Low Water Level Sensor with Shutdown

Break Glass E-Stop Station - Send Loose

Our Mission - To be recognized as a leader in the Power Generation Market Measured through customer satisfaction.



DAK GENERATOR

PO Box 106, Piedmont, SD 57769

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david@dakgenerator.com

www.dakgenerator.com

"Your Power Specialist"

Level 2 Sound Attenuated Weather Protective Enclosure

Unit Color: Grey

Cooling: Unit Mounted Radiator (50°C Ambient)

Oil Drain Extension: Plumbed to Bulkhead Fitting in Base

Mainline Breaker: 400 Amp 100% Rated 3 Pole 600 Volt Breaker Mounted & Wired in a NEMA 1

Enclosure

Jacket Water Heater: Engine Block Heater 4000W 230VAC Rated for 20°F Heater Installed with Isolation Valves and Wired to Terminal

Air Cleaner: Dry Single Stage

Silencer: Catalyst Mounted to Engine - Provides Silencing Function

Battery: 24 Volt System with Rack and Cables

Battery Charger: 24volt 10 amp Mounted and Wired to Terminal

Sub-base Tank: 524 Gallon Double Wall UL Listed

Factory Test: Standard Commercial Testing Includes: Verification of Alarm Shutdowns, Voltage

Settings, Block Loading to Rated kWe and PF

Owner's Manual: Print Copy (Qty 1)

Warranty: 3 Year / 2000 Hour Standard Limited

ASCO 300 Series Transfer Switch Service Entrance Rated:

Quantity: 1

Cat. No: H03AUSA30800NGXM,11BE,44G

Ampacity: 800

Poles: 3

Voltage: 277/480

Neutral Configuration: Solid

Phase: 3

Wire: 4

Enclosure: Nema 3R

UL1008 LISTED & LABELED and includes the following Standard features:

Time Delays:

Engine Start Sensing

Transfer to Emergency

Phase Rotation Sensing on Norm/Emergency

Transfer to Normal (Customer to Activate)

Engine Cool Down

Other Standard Features:

Engine Exerciser

3-Position Test Switch (Test, Automatic & Reset)

Sensing:

Over Voltage on Norm/Emergency

Engine Start Contacts (Customer to Activate)

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Dry Contacts (two sets) for ATS Position
Under Voltage on Norm/Emergency
(1) Set LED's Indicates Closed on Norm/Emergency
Over Frequency Sensing on Norm/Emergency
(1) Set LED's Indicates Availability on Norm/Emergency User Interface
Under Frequency Sensing on Norm/Emergency
Visual (4) Line by (20) Character LCD Display with
Phase Voltage Sensing on Norm/Emergency
Membrane Key Pad Scrolling System
27-In-phase monitor for transfer of motor loads (customer to activate)
Warranty: Two (2) Year Standard Standby

Install two (2) bollards on east side for generator. Extend concrete pad 47" inches for new generator. Deliver generator and automatic transfer switch. Perform installation on concrete pad. Install electrical. Perform startup inspection and training to customer after install of system. Includes all permits

FOB Customers Location

\$ 129,988.00 USD

Contractors Excise Taxes Included

This is a budget price. Equipment costs are subject to price increases related to manufacturing costs outside of the control of the dealership, and these costs, if incurred, shall be communicated and added.

**BY: David D. Patterson
Dak Generator Services Inc.**

TERMS AND CONDITIONS OF SALE

1) **PAYMENT TERMS:** Payment based on the establishment of an open account. If open account is not or cannot be established, the down payment of products cost is required before a custom order can be ordered and the remainder is due in full at time of shipping, unless otherwise stated. All customers purchasing for the first time are required to pay 100% before shipment of the products. All products sold for out of country destinations must pay by money wire transfers only.

A. For Branded Products, quotation expires in 30 calendar days unless terminated sooner by notice. If approval drawings are required they must be returned approved for release within 60 days of mailing. If not, and/or shipment is delayed for any reason beyond 6 months from order entry, the price will be subject to change based on current market conditions. Please contact Branded Product

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upfront regarding any special commercial terms not covered here for vendor consideration.

Order Cancellation – Schedule of Charges

1. 10% - Order received and entered on factory, work not started, material not ordered.
2. 30% - Drawings for approval submitted.
3. 60% - Approved drawings returned. Job released for manufacture and shipment.
4. 80% - Material accumulated and production started.
5. 100% - Manufacturing completed.

2) **TAXES:** All sales are subject to applicable federal, state, and local use, sales and excise taxes which the buyer agrees to pay, and which may be billed as part of the selling price, or separately, if the seller is required by any taxing authority to collect and pay such a tax.

3) **INSTALLATION:** Buyers are solely responsible for installation of any products purchased from Dak Generator Services Inc and any costs associated with installation activities unless quoted with this proposal.

4) **CLAIMS:** Any and all claims for errors in merchandise must be made in writing immediately upon receipt of goods; no credit will be allowed on returned goods without permission. It is expressly agreed that Buyer's sole and exclusive remedy for any claims arising under this agreement against Seller shall be limited to return of the goods and repayment of the purchase price, or to repair or replacement of the goods at Seller's option.

In no event shall Seller be responsible for special or consequential damages.

5) **QUOTATIONS AND ACCEPTANCES:** Terms of the proposal shall be accepted by the Buyer upon the issuance of a purchase order. By the issuance of a purchase order Buyer assents completely and exclusively to the terms and conditions herein. All proposals and acceptance of orders are made with the mutual understanding that orders are not subject to cancellation. The shipping date is approximate only and may be subject to delays. This agreement shall be a South Dakota contract and shall be interpreted and administered for all purposes under the laws of South Dakota.

6) **MACHINERY USE AND SAFETY:** Buyer acknowledges that Seller does not have any knowledge or control over the future application of these goods by the Buyer.

It is the Buyer's (user's) responsibility to provide proper safety devices and equipment to safeguard the operator from harm for any particular use, operation, or set up, and to adequately safeguard the machine, or machines, to conform to all federal, state, and local government safety standards, and all industry safety standards.

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7) **INSPECTION:** Purchaser shall have the right to inspect the merchandise at the place of shipment prior to the time of shipment. All costs associated with a pre-inspection will be at the expense of the Buyer.

8) **TITLE:** Title shall not pass to Purchaser with delivery of the above personal property, but shall remain vested in Seller until the entire purchase price is paid.

9) **WAIVER-INDEMNIFICATION:** Buyer hereby (1) waives, releases and discharges any and all claims (with the exception of claims for breach of this agreement) of any and every kind (including but not limited to injury or death of any person or damage to property) which it may have at any time against Seller, its agents or employees, by reason of or arising out of any condition or defect of the goods sold hereunder, including but not limited to any claimed improper design, specifications or manufacturing defect of goods sold hereunder, or devices; and (2) covenants to indemnify and hold-harmless Seller, its agents and employees of, from and against any and all loss, damage, expense, claims, suits, costs of defense, including attorney's fees or liability which Seller or any of its employees may sustain or incur at any time for or by reason of any injury to or death of any person or persons or damage to any property, arising out of any condition or defect of the goods sold hereunder, including but not limited to claimed improper design or manufacturing defect or other defect of the goods sold hereunder, or any claimed inadequate or insufficient safeguards or safety devices, or warnings.

10) **ENTIRE AGREEMENT:** These terms and conditions, together with the provisions contained on the reverse side hereof, are intend by the Seller and Buyer to be a complete and exclusive statement of the terms of the agreement, and such agreement may not be modified, amended, or waived except by a writing executed after the date hereof by an authorized officer of Seller. All prior conversations and representations with reference to this subject are superseded by this agreement. Seller shall not be bound by any terms of Buyer's purchase order forms or other documents which attempt to impose conditions at variance with Seller's terms and conditions of sale set forth herein unless the same shall be specifically agreed to in writing by a duly authorized officer of Seller. Seller objects to provisions contained in Buyer's forms which are different or in addition to the terms herein. Buyer's purchase order is accepted expressly conditional on Buyer's assent to the terms and conditions herein, as the complete and exclusive statement of the terms of this agreement, which shall be manifested by Buyer accepting or retaining possession of the goods described herein.

Additional Terms:

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david@dakgenerator.com

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Product costs are subject to price increases related to manufacturing costs outside of the control of the dealership, and these costs, if incurred, shall be communicated, and added'.

Trenching is included in this quote, which includes encountering reasonable small rock content. However, if unforeseen large rocks or boulders are found in the path of the proposed underground electrical, additional charges may be incurred based on time and materials. Customer will be notified if this is experienced before processed.

Dak will be responsible for the purchase of electrical and or plumbing permits when required by local or regional governmental authority.

On projects and installations that require a utility interconnection agreement. Dak will be responsible for providing the proper paperwork as well as notifying the appropriate utility company in a timely matter that the project is in process. Dak is not and cannot be held responsible for the time frame in which utility company responds to the interconnection agreement release.

On projects or installations that require local or state electrical inspections. Dak is not and cannot be held responsible for the time frame in which inspectors respond to the final inspection request.

Acceptance: _____

Purchase Order Number: _____

Signature of
Acceptance _____

Special Instructions:

Our Mission - To be recognized as a leader in the Power Generation Market Measured through customer satisfaction.

POWERDAK

LIQUID COOLED DIESEL ENGINE GENERATOR SET

Model	HZ	STANDBY
		120°C RISE
GLVD-250S-60 HERTZ	60	250

60 HZ MODEL GLVD-250S



All generator sets are USA prototype built and thoroughly tested. Production models are USA factory built and 100% load tested.



UL2200, UL1446, UL508, UL142, UL498



NFPA 110, 99, 70, 37

All generator sets meet NFPA-110 Level 1, when equipped with the necessary accessories and installed per NFPA standards.



NEC 700, 701, 702, 708



NEMA ICS10, MG1, ICS6, AB1



ANSI C62.41, 27, 59, 32, 480, 40Q, 81U, 360-05

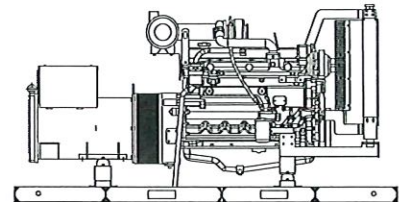


ASCE 7-05 & 7-10

All generator sets meet 180 MPH rating.

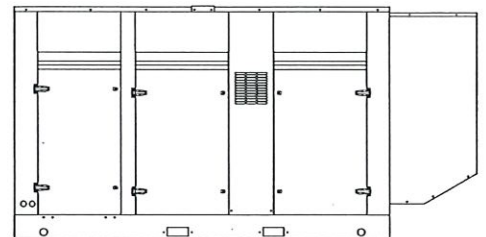


EPA 40CFR Part 60, 1048, 1054, 1065, 1068



“OPEN” GEN-SET

There is no enclosure, so gen-set must be placed within a weather protected area, uninhabited by humans or animals, with proper ventilation. Silencer not supplied, as installation requirements are not known. However, this item is available as optional equipment.



“LEVEL 2” HOUSED GEN-SET

Full aluminum weather protection and superior sound attenuation for specific low noise applications. Critical grade muffler is standard.

GENERATOR RATINGS

GENERATOR MODEL	VOLTAGE		PH	HZ	120°C RISE STANDBY RATING		POWER LEAD CONNECTIONS
	L-N	L-L			KW/KVA	AMP	
GLVD-250S-3-2	120	208	3	60	250/312.5	868	12 LEAD LOW WYE
GLVD-250S-3-3	120	240	3	60	250/312.5	753	12 LEAD HIGH DELTA
GLVD-250S-3-4	277	480	3	60	250/312.5	376	12 LEAD HIGH WYE
GLVD-250S-3-5	127	220	3	60	250/312.5	821	12 LEAD LOW WYE
GLVD-250S-3-16	346	600	3	60	250/312.5	301	4 LEAD DEDICATED 3 PH

RATINGS: All three phase gen-sets are 12 lead windings, rated at .8 power factor. 120° C “STANDBY RATINGS” are strictly for gen-sets that are used for back-up emergency power to a failed normal utility power source. This standby rating allows varying loads, with no overload capability, for the entire duration of utility power outage. All gen-set power ratings are based on temperature rise measured by resistance method as defined by MIL-STD 705C and IEEE STD 115, METHOD 6.4.4. All generators have class H (180°C) insulation system on both rotor and stator windings. All factory tests and KW/KVA charts shown above are based 120°C (standby) R/R winding temperature, within a maximum 40°C ambient condition. Generators operated at standby power ratings must not exceed the temperature rise limitation for class H insulation system, as specified in NEMA MG1-22.40. Specifications & ratings are subject to change without prior notice.

APPLICATION & ENGINEERING DATA FOR MODEL GIYD-250S-60 HZ

GENERATOR SPECIFICATIONS

Manufacturer.....Stamford Electric Generators
 Model & Type..... S4L1D-D311, 4 Pole, 12 Lead, Three Phase
HCI434C17, 4 Pole, 4 Lead, 600V, Three Phase
 Exciter.....Brushless, shunt excited
 Voltage Regulator.....Solid State, HZ/Volts
 Voltage Regulation.....½%, No load to full load
 Frequency.....60 HZ
 Frequency Regulation.....± ½% (1/2 cycle, no load to full load)
 Unbalanced Load Capability..... 100% of standby amps
 One Step Load Acceptance..... 100% of nameplate rating
 Total Stator and Load Insulation.....Class H, 180°C
 Temperature Rise..... 120°C R/R, standby rating @ 40°C amb.
 3 Ø Motor Starting @ 30% Voltage Dip (208-240V).....520 kVA
 3 Ø Motor Starting @ 30% Voltage Dip (480V).....780 kVA
 3 Ø Motor Starting @ 30% Voltage Dip (600V).....750 kVA
 Bearing..... 1, Pre-lubed and sealed
 Coupling.....Direct flexible disc.
 Total Harmonic Distortion..... Max 3½% (MIL-STD705B)
 Telephone Interference Factor..... Max 50 (NEMA MG1-22)
 Deviation Factor..... Max 5% (MIL-STD 405B)
 Alternator.....Self ventilating and drip-proof
 Ltd. Warranty Period..... 24 Months from start-up date or
 1000 hours use, first to occur.

GENERATOR FEATURES

- World Renown Stamford Electric Generator having UL-1446 certification.
- Full generator protection with Basler DGC-2020 controller, having UL-508 certification.
- Automatic voltage regulator with over-excitation, under-frequency compensation, under-speed protection, and EMI filtering. Entire solid-state board is encapsulated for moisture protection.
- Generator power ratings are based on temperature rise, measured by resistance method, as defined in MIL-STD 705C and IEEE STD 115, Method 6.4.4.
- Power ratings will not exceed temperature rise limitation for class H insulation as per NEMA MG1-22.40.
- Insulation resistance to ground, exceeds 1.5 meg-ohm.
- Stator receives 2000 V. hi-potential test on main windings, and rotor windings receive a 1500 V. hi-potential test, as per MIL-STD 705B.
- Full amortisseur windings with UL-1446 certification.
- Complete engine-generator torsional acceptance, confirmed during initial prototype testing.
- Full load testing on all engine-generator sets, before shipping.

ENGINE SPECIFICATIONS AND APPLICATIONS DATA

ENGINE

Manufacturer..... VOLVO-PENTA
 Model and Type..... TAD852GE, 4 cycle, liquid Cooled
 Aspiration..... Turbo After Cooler, Air to Air
 Charged Air Cooled System..... Air to Air
 Cylinder Arrangement..... 6 Cylinders, In-Line
 Displacement Cu. In. (Liters).....470 (7.7)
 Bore & Stroke in (Cm).....4.33 x 5.31 (11.0 x 13.5)
 Compression Ratio..... 17.5:1
 Main Bearings..... Tin Overlay with Babbit Backing
 Cylinder Head.....Cast Iron with overhead Cam
 Pistons.....Aluminum Alloy with Graphite Coating
 Crankshaft.....Induction Hardened, Heat Treated Forged
 Valves..... Heat Treated and Hardened Exhaust Valve
 Governor.....Electronic, EMS 2.4
 Frequency Regulation.....± 1/4%
 Air Cleaner.....Dry, Replaceable Cartridge
 Engine Speed..... 1800 rpm
 Max Power, bhp (kWm) Standby.....397 (296)
 BMEP: psi (MPa) Standby.....213 (1.5)
 Ltd. Warranty Period..... 2 Year or 1000 hrs, first to occur

FUEL SYSTEM

Type..... Diesel Fuel Oil (ASTM No. 2-D)
 Combustion System..... Direct Injection
 Fuel Injection Pump.....Electronic, Delphi E3
 24 VDC Coolant heaters..... Optional Equipment
 Fuel Filter.....Yes with Water Separator

FUEL CONSUMPTION

GAL/HR (LITER/HR)	STANDBY
100% LOAD	18.9 (71.6)
75% LOAD	15.2 (57.7)
50% LOAD	11.2 (42.3)

OIL SYSTEM

Type..... Full Pressure
 Oil Pan Cap. W/ filter qt. (L).....28 (26.9)
 Oil Filter.....3, Replaceable Cartridge type

ELECTRICAL SYSTEM

Ignition System.....Electronic
 Eng. Alternator/Starter: 24 VDC, negative ground, 80 amp/hr.
 Recommended battery to -18°C (0° F):(2) 12 VDC, BCI# 27,
 Max. Dimensions: 12"lg x 6 3/4" wi x 9" hi, with standard round
 posts. Min output 700 CCA. Battery tray (max. dim. at 12"lg x
 7"wi). This model has (2) battery trays, (2) hold down straps,
 (2) sets of battery cables, and (1) battery charger. Installation of
 (2) 12VDC starting batteries connected in series for 24VDC
 output is required, with possible higher AMP/HR rating, as
 described above, if the normal environment temperature
 averages -13° F (-25°C) or cooler.

CERTIFICATIONS

All engines are EPA emissions certified. All stationary diesel engines are Tier III compliant.

APPLICATION & ENGINEERING DATA FOR MODEL GIVD-250S-60 HZ

COOLING SYSTEM

Type of System	Air to Air, Charged Air Cooler
Coolant Pump	Pre-lubricated, self-sealing
Cooling Fan Type	Pusher (16)
Fan Diameter inches (cm).....	35.1 (89)
Fan drive ratio.....	0.84:1
Ambient Capacity of Radiator °F (°C).....	131 (55)
Engine Jacket Coolant Capacity gal. (L).....	5.28 (20)
Radiator Coolant Capacity gal. (L).....	6.34 (24)
Water Pump Capacity gpm (L/min).....	87.0 (329)
Heat Reject Coolant: Btu/min	7,734
Air to Air Heat Reject, BTU/min.	3,981
Heat Radiated to Ambient, BTU/min	2,312
Low Radiator Coolant Level Shutdown.....	Standard

Note: Coolant temp. shut-down switch setting at 228°F (109°C) with 50/50 (water/antifreeze) mix.

COOLING AIR REQUIREMENTS

Combustion Air cfm (m ³ /min)	840 (23.8)
Max Air Intake Restrictions:	
Clean Air Cleaner, KPA (psi)	5 (1.5)
Radiator Cooling Air, SCFM (m ³ /min).....	11,449 (324)

EXHAUST SYSTEM

Exhaust Outlet Size.....	5"
Max. Back Pressure in KPA (in. H ₂ O).....	10 (40)
Exhaust Flow, at rated KW, CFM (m ³ /min).....	1,928 (55)
Exhaust Temp, (Stack) °F (°C)	824 (440)

SOUND LEVELS MEASURED IN dB(A)

	Open Set	Level 2 Encl.
Level 2, Critical Silencer	87	75
Level 3, Hospital Silencer		70

Note: Open sets (no enclosure) have optional silencer system choices due to unknown job-site applications. Level 2 enclosure has installed critical silencer with upgrade to Level 3 hospital silencer. Sound tests are averaged from several test points and taken at 23 ft. (7 m) from source of noise at normal operation.

DERATE GENERATOR FOR ALTITUDE

3% per 1000 ft.(305 meters) above 3000 ft. (914 meters) from sea level.

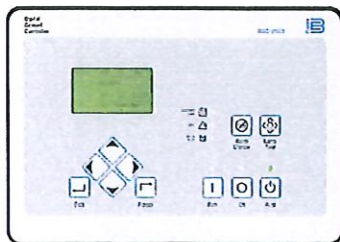
DERATE GENERATOR FOR TEMPERATURE

2% per 10°F (12°C) above 104°F (40°C)

DIMENSIONS AND WEIGHTS

	Open Set	Level 2 Enclosure
Length in (cm).....	132 (335)	174 (442)
Width in (cm).....	52 (132)	52 (132)
Height in (cm).....	65 (165)	80 (203)
Net Weight lbs (kg).....	5777 (2620)	7047 (3196)
Ship Weight lbs (kg).....	6052 (2745)	7392 (3353)

BASLER DGC-2020 DIGITAL MICROPROCESSOR CONTROLLER

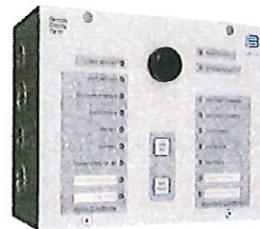


BASLER DGC-2020

The "2020" controller is a highly advanced integrated gen-set control system for single gen-set applications. This controller includes a backlit LCD display which continuously displays the status of the engine and generator at all times.

Basler "DGC-2020" includes: Generator metering (including three phase) • Engine – Generator protections including IEEE-[27] under voltage, [32] power, [40] loss of excitation, [59] over voltage, [81] over and under frequency, Exercise timer • SAE J1939 engine ECU communications • Expansion capabilities for both inputs and outputs with expansion • Remote communications through RS-485 to Basler's RDP110 remote Display panel • (16) programmable contact inputs • (15) programmable contact outputs- (3) for up to 30AmpDC and (12) for up to 2 Amp DC • Illuminated Text Display • Front panel menu scroll buttons • Front panel operation mode buttons for STOP, RUN and AUTO • Alarm Silence and Lamp Test buttons

This controller includes expansion features including, RS485 (using MODBUS), direct USB connection with PC, expansion optioned using BESTCOMSPPlus for remote annunciation and remote relay interfacing for a distance of up to 3300FT. The controller software is freely downloadable from the internet and allows monitoring with direct USB cable, LAN, or by internet via the built in web interface.



Further expansion is available by adding the optional RDP-110 remote display panel module. This featured device will allow Four programmable LEDs (2) alarms and (2) pre-alarms • (17) alarms and pre-alarms displayed from Basler controller • audible alarm horn • lamp test and alarm silence buttons • RD100 local power supply inputs of either 12vdc or 24vdc • connects through Basler controller through RS-485 communications protocol • conduit box included for (2) mounting configurations- either surface mount or semi-flush mounting.

STANDARD FEATURES FOR MODEL GIVD-250- 60HZ

STANDARD FEATURES

CONTROL PANEL:

- Basler DGC-2020 digital microprocessor with logic allows programming in the field. Controller has:
- STOP-MANUAL-AUTO modes and automatic engine shutdowns, signaled by full text LCD indicators:
 - Low oil pressure
 - High engine temp
 - Low Radiator Level
 - Three auxiliary alarms
 - Battery fail alarm
 - Engine fail to start
 - Engine over speed
 - Engine under speed
 - Over & under voltage

Also included is tamper-proof engine hour meter

ENGINE:

- Fuel filter
- Full flow Oil filter
- Air filter
- Fuel pump
- Oil pump
- Solenoid type starter motor
- Hi-temp radiator
- Jacket water pump
- Thermostat
- Pusher fan and guard
- Exhaust manifold
- Electronic Governor
- 24 VDC battery charging alternator
- Flexible fuel and exhaust connectors
- Vibration isolators
- Open coolant recovery system with 50/50 water to anti-freeze mixture
- flexible oil & radiator hose
- Shut-down sensors for low oil pressure, high coolant temp., low coolant level, high ambient temp.

Design & specifications subject to change without prior notice. Dimensions shown are approximate. Contact Gillette for certified drawings.

DO NOT USE DIMENSIONS FOR INSTALLATION PURPOSES.

AC GENERATOR SYSTEM:

- AC generator
- Shunt excited
- Brushless design
- Circuit Breaker installed and wired to gen-set
- Direct connection to engine with flex disc
- Class H, 180°C insulation
- Self ventilated
- Drip proof construction
- UL Certified

VOLTAGE REGULATOR:

- 1% Voltage regulation
- EMI filter
- Under-speed protection
- Over-excitation protection
- total encapsulation

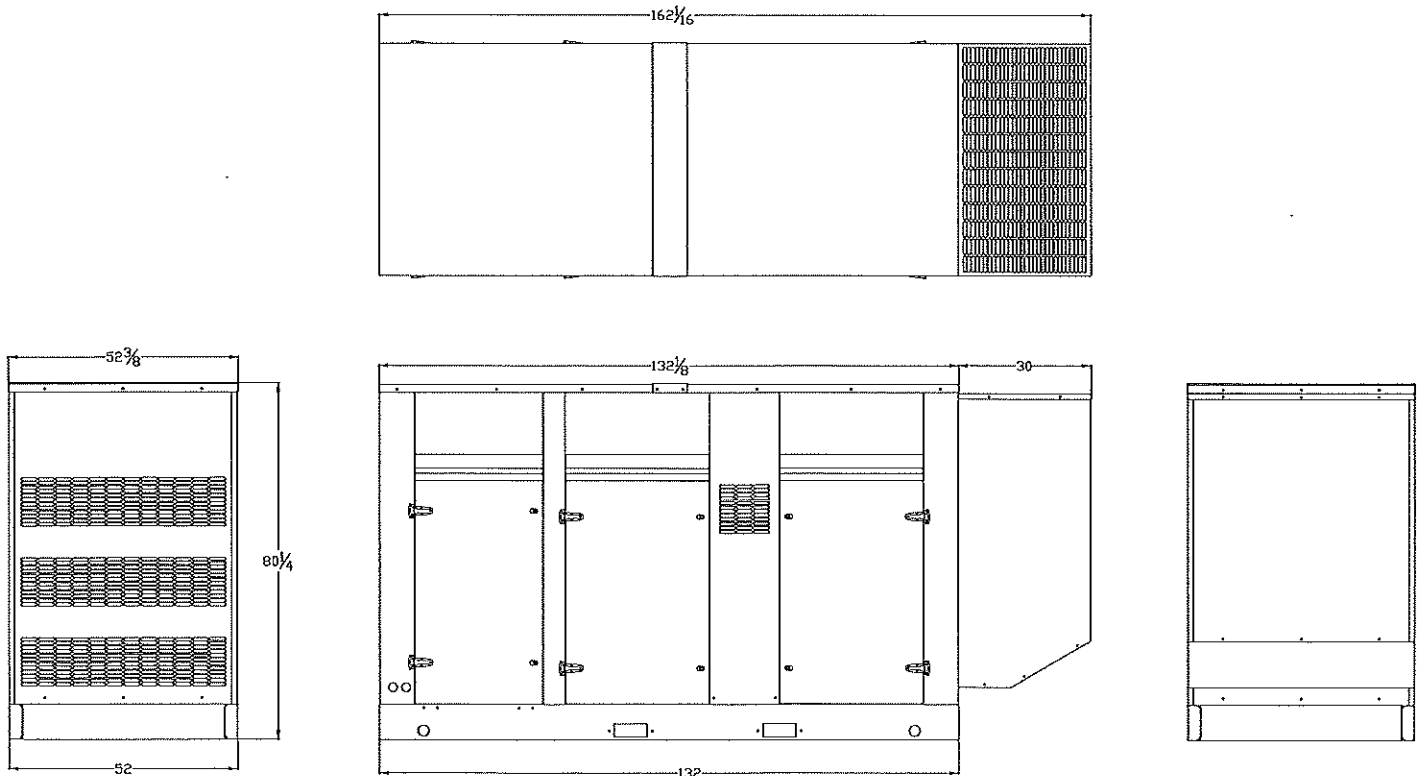
DC ELECTRICAL SYSTEM:

- Battery trays
- Battery cables
- Battery hold down straps
- 3-stage battery charger with float, absorption, & bulk automatic charge stages

WEATHER / SOUNDPROOF ALUMINUM HOUSING:

Corrosion Resistant Protection consisting of:

- (9) Heated and Agitated Wash Stages
- Zinc Phosphate Etching-Coating Stage
- Final Baked on Enamel Powder Coat
- 18/8 Stainless Steel Hardware



§ 31.082 CITY PARKS AND RECREATION BOARD MEMBER APPOINTMENT.

All members of the Summerset Parks and Recreation Board shall be volunteers appointed by the City of Summerset Board of Commissioners upon the submission of applications in proper form approved by the Board of Commissioners. The terms of the members shall be three years. If a member resigns or is removed prior to the end of a term, the Board of Commissioners may appoint a replacement member to fulfill the remainder of that term. Terms shall begin on July 1 and terminate three years later on June 30. A person may be reappointed to multiple terms. The City Parks and Recreation Board members shall serve without compensation. In addition to the members of the City Parks and Recreation Board, one member of the Board of Commissioners will be appointed by the Board of Commissioners as liaison to the City Parks and Recreation Board. The appointed Commissioner shall have the right to participate in all discussions but shall only have the right to vote on actions to break a tie.

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

§ 31.080 CITY PARKS AND RECREATION BOARD ESTABLISHED.

There is hereby created for the City of Summerset a City Parks and Recreation Board consisting of five members from the City of Summerset located within Meade County, South Dakota. The Board of Commissioners may by resolution increase the size of the City Parks and Recreation Board to seven members by resolution if the Board of Commissioners determines that a seven-member board is appropriate.

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

CITY OF SUMMERSET

RESOLUTION 2025-06

**RESOLUTION TO DECREASE THE SIZE OF THE
CITY PARKS AND RECREATION BOARD TO FIVE MEMBERS**

WHEREAS, the City of Summerset, Meade County, a South Dakota Municipal Corporation, acting through its Board of Commissioners, has the authority pursuant to City of Summerset Code of Ordinances Title III, Administration, Chapter 31, at §31.080 to decrease the size of the City Parks and Recreation Board back to five members by resolution if the Board of Commissioners determines that a five-member board is appropriate.”; and

WHEREAS, the current number of members set by Resolution 2023-09 for the City Parks and Recreation Board is seven; and

WHEREAS, currently the Parks and Recreation Board is having difficulty obtaining a quorum for its meetings and finding volunteers to fill the seven member Board; and

WHEREAS, the Board of Commissioners deems that it is appropriate to decrease the number of Board Members to five.

NOW THEREFORE BE IT RESOLVED that pursuant to §31.080 of the City of Summerset Code of Ordinances the number of members for the Parks and Recreation Board shall be decreased to five, and pursuant to §31.082, shall be volunteers appointed by the City of Summerset Board of Commissioners upon submission of applications in a proper form approved by the Board of Commissioners.

Signed this 3rd day of April, 2025.

ATTEST:

Brielle Schrock
Finance Officer

Michael Kitzmiller
Mayor

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

**Attendance Policy
Parks & Recreation Board**

Volunteer Board Attendance Policy

Purpose The purpose of this policy is to establish clear expectations for attendance at all meetings of the Parks and Recreation Board to ensure active and consistent participation from all members. This policy is designed to support the board's mission and operations by fostering accountability and engagement among its volunteers.

Attendance Requirements

1. Board members are expected to attend all scheduled meetings, whether in person or virtually.
2. Members must notify the Chairperson or Secretary in advance if they are unable to attend a meeting, providing a valid reason for their absence.
3. Board members are expected to actively participate in at least [50%] of all meetings over the course of a calendar year. Six (6) regular meetings have been established for the year. A benchmark for three (3) meetings is recommended to meet attendance. ***This does not apply to special meetings.**

Accountability and Consequences

1. Members who have had more than three absences within a 12-month period will be subject to review by the Board of Commissioners.
2. A member who fails to meet the minimum attendance requirement may be asked to resign or be subject to removal by the Board of Commissioners under Ordinance 31.082.

Remote Attendance

1. Members who are unable to attend in person may join meetings remotely to fulfill their attendance requirements.
2. Participation via virtual platforms will count toward a member's attendance record.

Policy Review and Amendments This policy will be reviewed periodically to ensure its effectiveness and alignment with the board's goals. Amendments may be made with approval from the Board of Commissioners.

Acknowledgment By joining the board, members agree to abide by the terms of this attendance policy.

Dated this _____ day of _____, 20_____.

Board Member, Parks & Recreation

§ 50.09 NOTICE; ASSESSMENT.

(A) The Code Enforcement Officer shall maintain an accurate account of the amount to be assessed against each lot or parcel of ground subject to assessment pursuant to § 50.08 of this chapter. On or before May 1 of each year, the Code Enforcement Officer shall cause this account to be delivered to the Finance Officer. The Finance Officer shall prepare an estimate of an assessment against such lot, for the removal of snow and ice for the preceding fall and winter and shall submit the same to the City Commission for approval on or before the second meeting in June of each year. The Finance Officer shall prepare a notice of said meeting, which notice shall contain the name of the property owner, the legal description of the property to be assessed and the time and place for hearing. Notice of this meeting shall be given by publishing a true and correct copy of this notice in the official newspaper of the city at least one week prior to the date set for hearing, and further, by mailing a true and correct copy of said notice to the property owner, as shown by the records of the County Assessor, at least ten days prior to the date set for hearing. Said mailing shall be by first-class mail, postage prepaid.

(B) At the time specified in the notice, the City Commission shall meet and, if they find the assessments correct, shall approve the same with or without modification or amendment as they may deem proper.

(Ord. 18.02, passed 4-19-2018)

§ 50.10 FILING OF ASSESSMENT.

Within ten days after such assessment has been approved by the City Commission, the Finance Officer shall make and file a certified copy of the same in the office of the County Treasurer and thereupon, said assessments shall be due and payable to the city, and shall in all respects be considered as special assessments, as provided by statute, and the same shall draw interest at the rate of 10% per annum from the time of said assessment until 30 days after the approval thereof by the City Commission, and thereafter at the rate of 12% per annum.

(Ord. 18.02, passed 4-19-2018)

TSO 2025-01
CITY OF SUMMERSET ZONING ORDINANCE AMENDMENT

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

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

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

Norman Estates Subdivision, a Plat of Lot 4 & Lot 5 of the Norman Estates. Located in the NW1/4SE1/4 of Section 5, Township 2 North, Range 7 East, Black Hills Meridian, City of Summerset, Meade County, South Dakota.

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

Dated this _____ day of April, 2025.

ATTEST:

CITY OF SUMMERSET

Brielle Schrock, Finance Officer

Michael Kitzmiller, Mayor

(Seal)

Vote:

Kitzmiller:
Osten:
Hirsch:
Markham:
Reade:

First Reading: March 20, 2025
Second Reading: April 3, 2025
Adopted:
Publication:
Effective:

Published once _____ at approximate cost of \$_____.

**CITY OF SUMMERSET AND CITY OF STURGIS
ANIMAL SHELTER AGREEMENT**

This **Animal Shelter Agreement** ("**Agreement**") made the 25 day of March, 2025, by and between the **CITY OF SUMMERSET**, a municipal corporation incorporated under the laws of South Dakota, of 7055 Leisure Lane, Summerset, SD 57718, ("**Summerset**"), and the **CITY OF STURGIS**, a municipal corporation incorporated under the laws of South Dakota, of 1040 Harley-Davidson Way, Sturgis, SD 57785, by and through its Animal Shelter located at 1140 Otter Road, Sturgis, SD 57785 ("**Sturgis**"), collectively referred to herein as the "Parties."

The Parties desire that Sturgis provide animal shelter services to Summerset, for animals identified and seized/captured by Summerset officials/animal control under Summerset Ordinances, and transported to the Sturgis Animal Shelter located at 1140 Otter Road, Sturgis, SD 57785.

In Consideration of the mutual covenants hereinafter contained, it is hereby agreed by and between the Parties as follows:

TERMS AND CONDITIONS

- 1. PURPOSE:** Sturgis agrees to provide animal shelter services to Summerset in order for Summerset to implement its ordinances related to animal control within the Summerset city boundary as allowable by law. In providing these services to Summerset, Sturgis is not assuming any authority or responsibility under Sturgis ordinances and is not independently responsible for ordinance enforcement, prosecution, or implementation of any program or activity within the Summerset city boundary.
- 2. TERM:** The term of this Agreement shall be effective 12:01 a.m. on January 1, 2025, and shall terminate at 11:59 p.m. on December 31, 2025.
- 3. PAYMENT:** Summerset agrees to pay Sturgis for performance of its obligations according to the fee schedule in Paragraph 5, Sections E and F below.
- 4. INDEPENDENT CONTRACTOR:** Sturgis is at all times an independent contractor and no agency relationship is intended to be created by this Agreement. Sturgis is solely responsible for employing the personnel necessary to provide the services required by this Agreement. Sturgis shall furnish a list of all employees, including title and job description, upon request of

Summerset. Sturgis will provide its own insurance at a minimum as required herein.

5. STURGIS OBLIGATIONS: For the consideration described in this Agreement, Sturgis agrees to provide the following services pursuant to this Agreement:

A. Maintain and operate a facility for the shelter of animals in accordance with all applicable laws of the United States and State of South Dakota, City ordinances, and contemporary standards of the humane treatment of animals.

B. Appoint and maintain competent and qualified agents for carrying out the obligations of this Agreement.

C. Maintain regular posted office hours of not less than Forty (40) hours per week, holidays excluded, at the animal shelter for the purpose of transacting business in connection with the obligations of Sturgis under this Agreement, and for the receiving of animals or for accepting applications for the redemption of impounded animals. Sturgis will provide Summerset a written or electronic schedule of hours under this Agreement.

D. Provide shelter to Summerset animals only at the specific request of Summerset designated contact, ACO officer, or other designee. Sturgis will accept citizen turn-ins, at an expense to Summerset with approval from Summerset designee.

E. At Sturgis' discretion and approval, Sturgis may be available on a limited and individual case basis, to assist Summerset with Animal Control duties, such as animal capture, transportation, and/or other specifically requested services based on the following hour and mileage fee schedule:

1. \$35.00 per officer hour and \$0.45 per mile, Monday through Friday between 8:00 a.m., and 5:00 p.m.;
2. \$50.00 per officer hour and \$0.45 per mile, for all other days and hours.
3. Minimum charge for these services is two (2) hours, and the per officer hour costs include travel time from and to Sturgis.

F. Provide animal shelter and all other related services as requested by Summerset, and will provide Summerset with a monthly accounting of its charges to Summerset based on the following schedule:

1. \$5.00 Administration Fee. This fee will be assessed to any and all animals received with approval from Summerset designated contact, whether owner reclaims or said animal becomes the property of Sturgis.
2. \$45.00 Intake Fee. Intake fee includes boarding fee for the first day.
3. \$25.00 Boarding Fee for each additional day or partial day an animal spends in the shelter.
4. \$45.00 euthanasia/disposal fee.
5. \$145.00 fee for decapitation and shipping for rabies testing.
6. Actual cost of veterinary expenses for sick or injured animals, plus an additional 20% cost for transportation and overhead. Any veterinary expenses paid under this provision shall be directly billed to Summerset, if applicable, after designee approval. Summerset approval is necessary unless veterinary care is required in emergency situations.

G. Sturgis agrees to provide Summerset with a monthly invoice with detailed accounting of the activity under this Agreement. Such invoice will be submitted to Summerset not later than ten (10) days following the end of the month.

H. Sturgis agrees that prior to delivery of any services subject to expenses beyond those provided in Sections F(1) and (2), Sturgis will obtain authorization for those services from Summerset. Summerset reserves the right, at its sole discretion and expense, to utilize other service providers available to Summerset for those services requested by Sturgis. In situations where emergency veterinary care is necessary, prior to receiving care, Sturgis will make a good faith effort to receive Summerset approval, however Sturgis may obtain emergency veterinary services without prior approval of Summerset.

I. Maintain complete books and records of all animals taken into custody and impounded by or at the request of Summerset designated contact and submit monthly invoices/reports to Summerset showing the date, place, and manner whereby the animals are brought into custody with a description of the animal and record of its final disposition including all associated fees chargeable to Summerset. All Sturgis books and records provided under this Agreement must be open for inspection by Summerset upon reasonable request to determine accuracy and compliance with this Agreement and applicable law.

6. SUMMERSET'S OBLIGATIONS: For the consideration described in this Agreement, Summerset agrees:

A. Unless expressly provided for in this Agreement, perform all code enforcement and animal control activities in the City of Summerset, including but not limited to, animal seizure/capture, owner location (when applicable), and transportation to the Sturgis Animal Shelter.

B. Appoint and maintain competent and qualified agents for carrying out the obligations of this Agreement.

C. In no manner is Sturgis responsible for prosecuting any Summerset ordinance violations, or is required to pursue restitution in any criminal action involving any animal held in Sturgis' custody under this Agreement. Summerset retains sole responsibility to prosecute its own ordinance violations, and to pursue restitution for any costs incurred under this Agreement stemming from a criminal action occurring in the City of Summerset.

D. Summerset is responsible for any costs incurred with any holds or impoundments required by pending criminal or protective custody cases originating within the City of Summerset boundaries. Additionally, Summerset is responsible for any reasonable holding costs associated with animals whose original owner's rights have been terminated, and the animal is ordered into the Custody of Sturgis. Sturgis must take reasonable steps to minimize holding costs in this situation. This provision applies regardless whether the cases are prosecuted by the City of Summerset or the State's Attorney.

7. PAYMENT: Summerset retains full responsibility for payment of any and all costs provided for under Paragraph 5, Sections E and F. Sturgis must make a good faith effort to charge and collect all fees otherwise chargeable to Summerset under this Agreement, except for the administration fee of five dollars (\$5.00) in Paragraph 5, Section F(1), from all persons who reclaim impounded animals under this Agreement. Any fees collected by Sturgis from persons who reclaim impounded animals shall be credited to any costs owed by Summerset under this Agreement. Alternatively, Sturgis may forward any payment received from reclamation of impounded animals to Summerset and require payment of all costs invoiced under this Agreement.

8. LARGE ANIMALS AND RESCUES: This Agreement does not include large animals such as horses, goats, livestock, or any other large, exotic, or unusual animals. Additionally, this Agreement does not include large scale rescues, confiscations, and/or abandonment, or other such situation that

requires Sturgis to impound or hold in custody five (5) or more animals from any one residence and/or property. The Agreement only includes domestic pets and excludes any exotic or unusual animals.

9. INSURANCE: Both Parties agree to secure workers' compensation insurance providing the statutory limits required by South Dakota law. The Parties additionally agree to secure professional liability insurance providing occurrence basis coverage for any claim arising from the errors, omissions, failure to render a service, or the negligent rendering of the service by each Party in the amount of \$1,000,000 each occurrence and \$2,000,000 annual aggregate. All insurance secured by the Parties under the provisions of this section shall be issued by a recognized, reputable insurance company or a risk retention group formed under the Laws of the State of South Dakota. The insurance specified in this section may be in a policy or policies of insurance, primary or excess. Certificates of all required insurance must be provided to either Party upon written request. The Parties will provide each other with at least forty-five (45) days' written notice of an insurer's intent to cancel or not renew any of the insurance coverage.

10. INDEMNITY: The Parties agree to be solely responsible for any actions related to their individual duties under this Agreement. The Parties agree to protect, save, defend, indemnify, and hold one another harmless, as well as each of their respective assigns, heirs, agents, representatives, and affiliates, from and against any and all expenses, damages, claims, suits, actions, judgments, demands, liabilities, debts, damages, and/or costs whatsoever, including reasonable attorney's fees, arising out of, and/or in any way connected with, any injury, claim, and/or action arising out of each Parties' individual respective duties under this Agreement. This provision shall survive any termination or expiration of this Agreement.

11. APPLICABLE ORDINANCE: Unless otherwise expressly provided, the City of Summerset ordinances apply to the implementation of any actions under this Agreement.

12. UNCLAIMED OR UNREDEEMED ANIMALS: Parties agree that all unclaimed or unredeemed animals seized and impounded pursuant to this Agreement, other than for rabies observation, criminal cases, or protective custody, shall become the property of Sturgis upon its compliance with the five (5) day reclamation/impoundment period required under Summerset ordinance § 91.022. Sturgis may, at its sole discretion, apply a longer reclamation/impoundment period than the five (5) day reclamation period provided by Summerset ordinance § 91.022, prior to declaring an animal as

abandoned or pursuing any allowable disposition under the ordinances. Disposition of these animals may be at the discretion of Sturgis. Disposition of these animals may be at the discretion of Sturgis. Summerset is responsible for any reasonable holding costs until the animal's final disposition.

13. NO PARTNERSHIP: Nothing contained in this Agreement shall be construed as establishing an employer/employee, partnership, or joint venture relationship between the Parties.

14. COURT FINES: Parties agree that any fines collected by any court for Summerset as a result of any violation of law or ordinance shall be retained by Summerset as its sole property unless the court otherwise directs.

15. ASSIGNMENT: Neither Party shall assign any of the rights, nor delegate any of the duties imposed upon it under the provisions of the Agreement without first obtaining written permission from the other Party.

16. WAIVER: The failure by one party to require performance of any provision herein shall not affect that Party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

17. BREACH AND OPPORTUNITY TO CURE: If any Party materially breaches any part of this Agreement, the non-breaching party shall provide to the breaching party written notice of such breach within ten (10) business days. Thereafter, the breaching party shall have a reasonable opportunity to cure the breach. If the breach is not cured within thirty (30) days or such longer period as may be mutually agreed upon, the non-breaching party may terminate this Agreement upon written notice to the breaching party.

18. NOTICE: All notices or other communications required or permitted hereunder shall be in writing to the addresses below, and shall be (a) personally delivered, (b) sent by registered or certified mail, return receipt requested, or (c) sent by overnight commercial carrier, such as among others, Federal Express. Any such notice or other communication shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice; (ii) if mailed, on the date of delivery as shown by the addressee's registry or certification receipt; (iii) if sent and delivered by overnight commercial carrier, one (1) business day after the date of deliver of such communication to such carrier as marked thereon, with applicable charges prepaid.

All notices must be provided to the following addresses, unless provided in writing to the other party to a different designated address:

SUMMERSET

City of Summerset
7055 Leisure Lane
Summerset, SD 57718

CITY

City of Sturgis
1040 Harley-Davidson Way
Sturgis, SD 57785

- 19. TIME IS OF THE ESSENCE:** The Parties agree that time is of the essence with regard to the enforcement of Summerset's animal control ordinances and state law provisions governing the same.
- 20. GOVERNING LAW, JURISDICTION AND VENUE:** This Agreement shall be governed by and construed according to the laws of the State of South Dakota. All actions or proceedings related to or arising under this Agreement shall be brought in the Circuit Court for the Fourth Judicial Circuit, Meade County, South Dakota.
- 21. AMENDMENT OR MODIFICATION:** Any amendments, changes, modifications, or revisions to the terms of this Agreement must be in writing and signed by both Parties with the same formality as the original Agreement.
- 22. ENTIRE AGREEMENT:** This written Agreement and all of its provisions shall be considered the complete agreement of the Parties relating to the matters set forth therein. This Agreement contains the complete terms between the Parties and supersedes all prior negotiations and representations, both written and oral, relating to the subject matter thereof. No statement, promises, or inducements made by either party or agents of either party that are not contained in this written agreement will be valid or binding.
- 23. COUNTERPARTS:** This Agreement may be executed in counterparts; each such counterpart shall be deemed an original and when taken together with other signed counterparts, shall constitute one Agreement.
- 24. SEVERABILITY:** If any provision of this Agreement is held unenforceable by a court of competent jurisdiction, such holding shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS THEREOF, the Parties have caused this Agreement to be signed by their duly authorized officers.

CITY OF SUMMERSET

Dated this ____ day of _____, 2025.

ATTEST:

Mike Kitzmiller
Mayor

Brielle Schrock
Finance Officer

CITY OF STURGIS

Dated this ____ day of _____, 2025.

ATTEST:

Aaron Jordon
City Administrator

Ann Bertolotto
Finance Officer