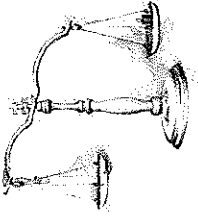


Oath of Office



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

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

Stephanie White

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

Melanie Torno, Mayor

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

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

Mayor Torno led in the Pledge of Allegiance.

Commissioner Butler gave the invocation.

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

CONSENT CALENDAR

Motion by Hirsch, second by Kitzmiller, to approve the minutes of the regular meeting of December 21st, 2023, as presented or amended. Motion carried.

Motion by Kitzmiller, second by Butler to approve the minutes of the special meeting of December 28th, 2023, as presented or amended. Motion carried.

APPROVAL OF CLAIMS

Motion by Kitzmiller, second by Butler, to approve the claims and hand checks in the amount of \$588,543.19 from December 28th, 2023, through January 3rd, 2024, as presented or amended. Motion carried.

United States Treasury	\$845.00
United States Treasury	\$434.00
United States Treasury	\$101.50
United States Treasury	\$15,696.37
AFLAC Remittance Processing	\$96.72
Ambrose, Jonathan	\$550.00
Anglin, Mitch	\$550.00
Axon Enterprise, Inc.	\$6,492.90
Baumeister, Stephany	\$50.00
Birgen, Nicholin	\$50.00
Butler, Dave	\$50.00
Child Support Payment Center	\$517.00
Complete HVAC Service & Installation LLC	\$3,257.88
DANR	\$100.00
DANR	\$2,500.00
Davis, Owen	\$550.00
Delta Dental	\$949.80
Greenapsis	\$345.80
Health Pool of SD	\$15,816.65
Hirsch, Clyde	\$50.00
IBM	\$864.00
Johnson, Scott	\$400.00
Jonas, Corey	\$400.00
JUSO, COLTON	\$400.00
Kayl, Anthony	\$550.00
Kitzmiller, Michael	\$50.00
Macrander, Matthew	\$400.00
McComb Services	\$4,125.00
Meade County Auditor	\$4,419.85

Nasser, Rich	\$400.00
Rapid City Fire Department	\$32,172.32
RCS Construction Inc	\$483,864.16
Schieffer, Lisa	\$50.00
SDRS	\$8,813.36
SDRS Supplemental Retirement Plan SDSRP	\$575.00
Servall Uniform & Linen Supply	\$184.26
Siferd, Kaleb	\$400.00
Smith, Jeff	\$550.00
Torno, Melanie	\$50.00
USA Bluebook	\$277.83
Western Mailers	\$593.79

APPROVAL OF PAYROLL – DECEMBER 2023 – SDCL 6-1-10

Motion by Hirsch, second by Butler, to approve the following payroll. Motion carried.

Dept. 4000 - \$12,416.73 Wastewater
 Dept. 4110 - \$1,749.99 Commission
 Dept. 4120 - \$1,916.67 Mayor
 Dept. 4140 - \$11,488.60 Finance
 Dept. 4210 - \$33,038.75 Police
 Dept. 4310 - \$12,148.08 Streets
 Dept. 4652 - \$225.00 Planning & Zoning

UTILITY BILLING ADJUSTMENTS

Motion by Butler, seconded by Kitzmiller, to approve the utility billing adjustments of \$67.49 for the period December 1 thru December 31, 2023. Motion carried.

COMMISSION REPORTS

Commission gave reports on their monthly happenings.

ROD HOLMES – POTENTIAL FOR DEVELOPERS AGREEMENT

Motion by Butler, seconded by Kitzmiller, to open discussion. Motion carried.

Matt Bauer and Rod Holmes stated that the location of the property is already fenced and wanted to know if recycled asphalt would be a option for surfacing the lot for outdoor storage. Holmes stated they will be submitting a drawing with all information needed to City Administrator, Lisa Schieffer.

Motion by Kitzmiller, second by Hirsch, to close discussion with no action taken. Motion carried.

PRELIMINARY PLAT – DARLENE GILBY

Motion by Kitzmiller, second Butler, to approve the preliminary plat of Darlene Gilby, as recommended by the Planning & Zoning Board. Motion carried.

POLICE DEPARTMENT/FULL-TIME CERTIFIED OFFICER – SCOTT JOHNSON

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

Commissioner Hirsch stated that he would like to see Officer Johnson move up one step on the scale. Commissioner Butler stated that Officer Johnson has been a part-time officer with City of Summerset for 10+ years and agrees with moving him up a step. Police Chief, Rich Nasser recommends moving Officer Johnson up a step to 17c.

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

Motion by Bulter, second by Kitzmiller, to approve Scott Johnson as a full-time police officer effective 12/26/2023 at the pay rate of \$26.59, which is 17C on the scale. Motion carried.

MUNICIPAL ELECTION

Motion by Kitzmiller, seconded by Hirsch, to set the Summerset Municipal Election for April 9th, 2024. Motion carried.

Motion by Kitzmiller, second by Butler, to set rate of pay for election workers: \$200.00 for precinct deputy, \$225.00 for precinct superintendent, \$25.00 for election training, and \$10.00 for personal use of cell phone. Motion carried.

NOTICE OF VACANCY

One (1) City Commissioner Seat - Three Year Term.

One (1) City Commissioner Seat - Two Year Term.

One (1) Mayor Seat - Three Year Term.

OFFICAL NEWSPAPER

Motion by Kitzmiller, second by Hirsch, to designate Rapid City Journal as official newspaper for 2024. Motion carried.

RECOGNITION OF VOLUNTEERS

*Mayor Melanie Torno abstained from vote.

Motion by Butler, second by Hirsch, to approve the following volunteers in the Summerset Police Department:

Approval of the following volunteers in the Summerset Public Works Department: Gerald Torno – snow removal.

Motion carried.

APPOINT PLANNING & ZONING MEMBERS

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

Mayor Torno stated that they will be conducting interviews to fill the one open seat and select an alternate board member, are happy with the current board members.

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

Motion by Butler, second by Hirsch, to appoint Planning & Zoning members Brody Oldfield, Dustin Hirsch, Casey Kenrick, and Mike Martin. Motion carried.

APPOINTMENT OF CITY OFFICIALS

Motion by Butler, second by Hirsch, to appoint Mike Wheeler as City Attorney, HDR Engineering and Hermanson Egge Engineering as City Engineering Firms, and Stephany Baumeister as City Finance Officer. Motion carried.

ESTABLISH AMOUNT NOF FINANCE OFFICER’S BOND SDCL 9-14-6.1

Motion by Butler, second by Kitzmiller, to set the bond for one hundred fifty thousand dollars per third class municipality. Motion carried.

AUTHORIZA BANK DEPOSITORY

Motion by Butler, second by Hirsch, to approve Bank West with the following signers as the authorized bank depository: Mayor, President of Commission, City Administrator, Finance Commissioner and City Finance Officer.

Motion carried.

RESOLUTION 2024-01

Motion by Kitzmiller, second by Butler, to approve amended Resolution 2024-01, Salary Schedule 2024. Motion carried.

RESOLUTION 2024-01

A RESOLUTION SETTING THE SALARY AND WAGES FOR THE CITY OF SUMMERSET FOR 2024

BE IT RESOLVED by the Council of Commissioners of the City of Summerset, that the salaries and wages of City Officials and Employees for the year 2024 shall be as follows:

Ambrose, Jonathan/WWTP Supervisor/ \$6,046.95 per month
Anglin, Mitch/Public Works Laborer/\$24.09 per hour
Baumeister, Stephany/ Finance Officer/ \$4,963.01 per month
Birgen, Nicholin/Asst. Finance Officer \$20.77 per hour
Boddicker, Mark/Part-Time Police Officer/\$19.00 per hour
Butler, David/City Commissioner/\$7,000.00 annual salary
Davis, Owen/Wastewater Operator/\$22.37 per hour
Geigle Adam/ Part-Time Police Officer/\$19.00 per hour
Hirsch, Clyde/City Commissioner/\$7,000.00 annual salary
Hirsch, Dustin/Planning & Zoning Member/\$100.00 per meeting
Hough, John/Planning & Zoning Board Member/\$100.00 per meeting
Johnson, Scott/Patrolman Officer/\$26.59 per hour
Jonas, Corey/Patrolman/\$27.25 per hour
Juso, Colton/Patrolman/\$31.35 per hour
Kayl, Anthony/ Public Works Director/\$5,344.62 per month
Kenrick, Casey/Planning & Zoning Member/\$100.00 per meeting
Kitzmilller, Michael/City Commissioner/\$7,000.00 annual salary
Macrander, Matthew/Sergeant/\$31.61 per hour
Martin, Mike/Planning & Zoning Board Member/\$100.00 per meeting
Nasser, Rich/Chief of Police/\$6,353.07 per month
Oldfield, Brody/Planning & Zoning Board Member/\$100.00 per meeting
Schieffer, Lisa/City Administrator/\$6,674.70 per month
Siferd, Kaleb/Patrolman/\$25.94 per hour
Smith, Jeff/Public Works Laborer/\$23.50 per hour
Torno, Melanie/Mayor/\$23,000.00/ annual salary
Taylor, Justin/Part-Time Police Officer/\$19.00 Per Hour
Twite, Jeffery/ Part-Time Police Officer/\$19.00 Per Hour
Walker, John/ Part-Time Police Officer/\$19.00 Per Hour
Wiest, Tracy/ Part-Time Police Officer/\$19.00 Per Hour

NOW THEREFORE, BE IT RESOLVED that the foregoing salaries and wages shall take effect on December 26th, 2023.

BE IT RESOLVED this 4th day of January 2024.

SET HEARING ON PETITION FOR VOLUNTARY ANNEXATION OF UNPLATTED PROPERTY – NORMAN RANCH SUBDIVISION LLC

Motion by Kitzmilller, second by Butler, to approve setting the hearing on petition for voluntary annexation of unplatted property, Norman Ranch, for January 18th, 2024. Motion carried.

SET HEARING ON PETITION FOR VOLUNTARY ANNEXATION OF UNPLATTED PROPERTY – THOMAS W. NORMAN & JOSEPH F. NORMAN

Motion by Butler, second by Kitzmilller, to approve setting the hearing on petition for voluntary annexation of unplatted property, Thomas W. Norman & Joseph F. Norman, for January 18th, 2024. Motion carried.

APPLICATION AND CERTIFICATE FOR PAYMENT #10

Motion by Butler, second by Hirsch, to approve payment #10 for the Wastewater Treatment Plant expansion project. Motion carried

APPROVAL OF CONTINGENCY FUNDS – to close out FY2023

Motion by Hirsch, second by Kitzmiller, to approve contingency funds in the amount of \$7,600 to department 4210 Law Enforcement. Motion carried.

HERMANSON EGGE ENGINEERING CONTRACT RENEWAL 2024

Motion by Kitzmiller, second by Butler, to approve Hermanson Egge Engineering contract for 2024. Motion carried

CITIZENS INPUT

None

UPCOMING EVENTS:

City Offices will be closed Monday January 15th, 2024, in observance of Martin Luther King Day.

ITEMS FROM CITY ATTORNEY

Motion by Kitzmiller, second by Hirsch, to enter executive session at 6:44 p.m. per SDCL 1-25-2 for discussing legal, economic development, and personnel issues. Motion carried.

Motion by Hirsch, second by Butler, to go out of executive session at 6:49 p.m. Motion carried.

ADJOURNMENT

Motion by Kitzmiller, second by Butler, to adjourn at 6:50 p.m. Motion carried.

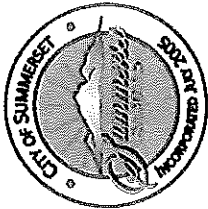
(SEAL)

ATTEST:

Stephany Baumeister
Finance Officer

Melanie Torno
Mayor

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



City of Summerset, SD

Refund Check Register

Refund Check Detail

UBPKT00157 - Refunds 0 UBPKT00155 Regular

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
02-0171-01	Johnson, Ed	1/18/2024	27136	20.44			20.44	Generated From Billing
Total Refunds: 1				20.44				

Revenue Code Summary

Revenue Code	Amount
996 - 996	20.44
Revenue Total:	20.44



Payable Register

Payable Detail by Vendor Name

Packet: APPKT00042 - 01.18.2024 invoices

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

Vendor: 1958 - All Aspects Inc. Vendor Total: 2,787.75

<u>2023-281-287</u>	Invoice	1/18/2024	1/18/2024	1/18/2024	1/18/2024	2,787.75	0.00	0.00	0.00	2,787.75
Survey of 7 lots owned by City	BANKW - BANK WEST				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
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Survey of 7 lots owned by City	NA	0.00	0.00	2,787.75	0.00	0.00	0.00	2,787.75
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Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
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<u>101-4110-42200</u>	Prof Fees Expense		2,787.75	100.00%
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Vendor: 0617 - Aqua-Aerobic systems Vendor Total: 704.63

<u>1040304</u>	Invoice	1/18/2024	1/18/2024	1/18/2024	1/18/2024	704.63	0.00	0.00	0.00	704.63
Relay	BANKW - BANK WEST				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
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Relay	NA	0.00	0.00	704.63	0.00	0.00	0.00	704.63
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Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
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<u>604-4000-42500</u>	Repair/Maint Expense		704.63	100.00%
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Vendor: 0808 - BH Energy Vendor Total: 6,887.57

<u>2024-01</u>	Invoice	1/18/2024	1/18/2024	1/18/2024	1/18/2024	6,887.57	0.00	0.00	0.00	6,887.57
Utilities	BANKW - BANK WEST				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
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Utilities	NA	0.00	0.00	6,887.57	0.00	0.00	0.00	6,887.57
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Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
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<u>101-4192-42800</u>	Utility Expense		529.38	7.69%
<u>101-4310-42800</u>	Utility Expense		1,637.32	23.77%
<u>101-4520-42800</u>	Utility Expense		55.76	0.81%
<u>604-4000-42800</u>	Utility Expense		4,665.11	67.73%

Vendor: 0025 - Black Hawk Fire Department Vendor Total: 2,000.00

<u>2024-01</u>	Invoice	1/18/2024	1/18/2024	1/18/2024	1/18/2024	2,000.00	0.00	0.00	0.00	2,000.00
2024 Donation	BANKW - BANK WEST				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
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2024 Donation	NA	0.00	0.00	2,000.00	0.00	0.00	0.00	2,000.00
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Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
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<u>101-4220-42900</u>	Other Expense		2,000.00	100.00%
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Vendor: 0021 - Black Hawk Water Users District Vendor Total: 91.30

<u>2024-01</u>	Invoice	1/18/2024	1/18/2024	1/18/2024	1/18/2024	91.30	0.00	0.00	0.00	91.30
Gov't Bldg Utilities	BANKW - BANK WEST				No					

Payable Register

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
<u>Payable Description</u>		<u>Bank Code</u>			<u>On Hold</u>					
<u>Items</u>										
<u>Item Description</u>		<u>Commodity</u>	<u>Units</u>	<u>Price</u>	<u>Amount</u>	<u>Tax</u>	<u>Shipping</u>	<u>Discount</u>	<u>Total</u>	
Gov't Bldg Utilities		NA	0.00	0.00	91.30	0.00	0.00	0.00	91.30	
<u>Distributions</u>										
<u>Account Number</u>	<u>Account Name</u>		<u>Project Account Key</u>		<u>Amount</u>	<u>Percent</u>				
<u>101-4192-42800</u>	Utility Expense				91.30	100.00%				

Vendor: 1504 - CBH CO-OP Vendor Total: 2,496.50

<u>424793</u>	Invoice	1/18/2024	1/18/2024	1/18/2024	1/18/2024	1,183.25	0.00	0.00	0.00	1,183.25
Bulk Fuel		BANKW - BANK WEST			No					

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Bulk Fuel	NA	0.00	0.00	1,183.25	0.00	0.00	0.00	1,183.25
<u>Distributions</u>								
<u>Account Number</u>	<u>Account Name</u>		<u>Project Account Key</u>	<u>Amount</u>	<u>Percent</u>			
<u>101-4210-42611</u>	Fuel Expense			763.76	64.55%			
<u>101-4320-42611</u>	Fuel Expense			419.49	35.45%			

<u>424818</u>	Invoice	1/18/2024	1/18/2024	1/18/2024	1/18/2024	1,313.25	0.00	0.00	0.00	1,313.25
Bulk Fuel		BANKW - BANK WEST			No					

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Bulk Fuel	NA	0.00	0.00	1,313.25	0.00	0.00	0.00	1,313.25
<u>Distributions</u>								
<u>Account Number</u>	<u>Account Name</u>		<u>Project Account Key</u>	<u>Amount</u>	<u>Percent</u>			
<u>101-4210-42611</u>	Fuel Expense			541.58	41.24%			
<u>101-4320-42611</u>	Fuel Expense			771.67	58.76%			

Vendor: 0036 - City of Rapid City Vendor Total: 3,917.34

<u>2401001</u>	Invoice	1/18/2024	1/18/2024	1/18/2024	1/18/2024	3,917.34	0.00	0.00	0.00	3,917.34
Solid Waste Disposal		BANKW - BANK WEST			No					

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Solid Waste Disposal	NA	0.00	0.00	3,917.34	0.00	0.00	0.00	3,917.34
<u>Distributions</u>								
<u>Account Number</u>	<u>Account Name</u>		<u>Project Account Key</u>	<u>Amount</u>	<u>Percent</u>			
<u>101-4320-43230</u>	Solid Waste Collection			3,917.34	100.00%			

Vendor: 1784 - DANR Vendor Total: 138.00

<u>2024-AIR</u>	Invoice	1/18/2024	1/18/2024	1/18/2024	1/18/2024	138.00	0.00	0.00	0.00	138.00
Air Quality Permit - Generator		BANKW - BANK WEST			No					

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Air Quality Permit - Generator	NA	0.00	0.00	138.00	0.00	0.00	0.00	138.00
<u>Distributions</u>								
<u>Account Number</u>	<u>Account Name</u>		<u>Project Account Key</u>	<u>Amount</u>	<u>Percent</u>			
<u>101-4110-42900</u>	Other Expense			138.00	100.00%			

Vendor: 0765 - Demersseman Jensen Tellinghuisen & Huffman, LLP Vendor Total: 2,192.50

<u>37729</u>	Invoice	1/18/2024	1/18/2024	1/18/2024	1/18/2024	2,192.50	0.00	0.00	0.00	2,192.50
Professional Fees		BANKW - BANK WEST			No					

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Professional Fees	NA	0.00	0.00	2,192.50	0.00	0.00	0.00	2,192.50
<u>Distributions</u>								
<u>Account Number</u>	<u>Account Name</u>		<u>Project Account Key</u>	<u>Amount</u>	<u>Percent</u>			
<u>101-4141-42200</u>	Prof Fees Expense			2,192.50	100.00%			

Payable Register

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

Vendor: 0246 - Golden West Technologies Vendor Total: 3,808.50

<u>419873</u>	Invoice	1/18/2024	1/18/2024	1/18/2024	1/18/2024	559.00	0.00	0.00	0.00	559.00
Microsoft 360 Subscriptions	BANKW - BANK WEST				No					

Notes: 13 - Microsoft Office 365 E-3 Subscriptions
26 - Microsoft Office 365 E-1 Subscriptions

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Microsoft 360 Subscriptions	NA	0.00	0.00	559.00	0.00	0.00	0.00	559.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
<u>101-4192-42200</u>	Prof Fees Expense		559.00	100.00%

<u>419874</u>	Invoice	1/18/2024	1/18/2024	1/18/2024	1/18/2024	3,249.50	0.00	0.00	0.00	3,249.50
Comprehensive Managed Services	BANKW - BANK WEST				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Comprehensive Managed Services	NA	0.00	0.00	3,249.50	0.00	0.00	0.00	3,249.50

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
<u>101-4192-42200</u>	Prof Fees Expense		3,249.50	100.00%

Vendor: 0544 - Gunderson & Palmer LLP Vendor Total: 1,875.00

<u>130250</u>	Invoice	1/18/2024	1/18/2024	1/18/2024	1/18/2024	1,875.00	0.00	0.00	0.00	1,875.00
Legal Services	BANKW - BANK WEST				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Legal Services	NA	0.00	0.00	1,875.00	0.00	0.00	0.00	1,875.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
<u>101-4141-42200</u>	Prof Fees Expense		1,875.00	100.00%

Vendor: 1959 - Harland Clark - Check Order Vendor Total: 431.13

<u>2024-01</u>	Invoice	1/18/2024	1/18/2024	1/18/2024	1/18/2024	431.13	0.00	0.00	0.00	431.13
AP checks (qty 1,000)	BANKEFT - BANK WEST EFT				No	Payment Date: 1/18/2024		Bank Draft: DFT0000095		

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
AP checks (qty 1,000)	NA	0.00	0.00	431.13	0.00	0.00	0.00	431.13

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
<u>101-4140-42600</u>	Supply/Material Exp		431.13	100.00%

Vendor: 1133 - HDR Engineering, Inc Vendor Total: 22,744.30

<u>1200585709</u>	Invoice	1/18/2024	1/18/2024	1/18/2024	1/18/2024	16,879.30	0.00	0.00	0.00	16,879.30
WWTP Construction Phase	BANKW - BANK WEST				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
WWTP Construction Phase	NA	0.00	0.00	16,879.30	0.00	0.00	0.00	16,879.30

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
<u>604-4000-42200</u>	Prof Fees Expense		16,879.30	100.00%

<u>1200585712</u>	Invoice	1/18/2024	1/18/2024	1/18/2024	1/18/2024	3,617.50	0.00	0.00	0.00	3,617.50
Southside Sanitary Prelim Design Study	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	
Southside Sanitary Prelim Design Study	NA		0.00	0.00	3,617.50	0.00	0.00	0.00	3,617.50	
Distributions										
Account Number	Account Name	Project Account Key	Amount	Percent						
<u>604-4000-42200</u>	Prof Fees Expense		3,617.50	100.00%						
<u>1200587650</u>	Invoice	1/18/2024	1/18/2024	1/18/2024	1/18/2024	2,247.50	0.00	0.00	0.00	2,247.50
General Engineering Services	BANKW - BANK WEST				No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
General Engineering Services	NA		0.00	0.00	2,247.50	0.00	0.00	0.00	2,247.50	
Distributions										
Account Number	Account Name	Project Account Key	Amount	Percent						
<u>101-4196-42200</u>	Prof Fees Expense		2,247.50	100.00%						

Vendor: <u>1694 - IBM</u>										Vendor Total:	8.92
<u>4330028</u>	Invoice	1/18/2024	1/18/2024	1/18/2024	1/18/2024	8.92	0.00	0.00	0.00	8.92	
MaaS360 Essential Client Overage	BANKW - BANK WEST				No						
Items											
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total		
MaaS360 Essential Client Overage	NA		0.00	0.00	8.92	0.00	0.00	0.00	8.92		
Distributions											
Account Number	Account Name	Project Account Key	Amount	Percent							
<u>101-4192-42200</u>	Prof Fees Expense		8.92	100.00%							

Vendor: <u>0664 - Meade County Register of Deeds</u>										Vendor Total:	90.00
<u>2024-01REC</u>	Invoice	1/18/2024	1/18/2024	1/18/2024	1/18/2024	90.00	0.00	0.00	0.00	90.00	
Gilby Recording Fees	BANKW - BANK WEST				No						
Items											
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total		
Gilby Recording Fees	NA		0.00	0.00	90.00	0.00	0.00	0.00	90.00		
Distributions											
Account Number	Account Name	Project Account Key	Amount	Percent							
<u>101-4652-42300</u>	Publishing Exp		90.00	100.00%							

Vendor: <u>1433 - Midcontinent Communications</u>										Vendor Total:	177.88
<u>2024-01</u>	Invoice	1/18/2024	1/18/2024	1/18/2024	1/18/2024	177.88	0.00	0.00	0.00	177.88	
WWTP Phone 605.787.6851	BANKW - BANK WEST				No						
Items											
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total		
WWTP Phone 605.787.6851	NA		0.00	0.00	177.88	0.00	0.00	0.00	177.88		
Distributions											
Account Number	Account Name	Project Account Key	Amount	Percent							
<u>604-4000-42800</u>	Utility Expense		177.88	100.00%							

Vendor: <u>1157 - Midcontinent Testing Laboratories, Inc.</u>										Vendor Total:	175.50
<u>125743</u>	Invoice	1/18/2024	1/18/2024	1/18/2024	1/18/2024	175.50	0.00	0.00	0.00	175.50	
Monthly Testing	BANKW - BANK WEST				No						
Items											
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total		
Monthly Testing	NA		0.00	0.00	175.50	0.00	0.00	0.00	175.50		
Distributions											
Account Number	Account Name	Project Account Key	Amount	Percent							
<u>604-4000-42630</u>	Chemicals and Lab Supplies		175.50	100.00%							

Vendor: <u>0008 - Rapid City Journal</u>										Vendor Total:	583.78
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Payable Register

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
<u>62435</u>	Invoice	1/18/2024	1/18/2024	1/18/2024	1/18/2024	179.93	0.00	0.00	0.00	179.93
11.16.2023 Commission Meeting Minutes		BANKW - BANK WEST			No					
Items										
Item Description		Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total
11.16.2023 Commission Meeting Minut		NA		0.00	0.00	179.93	0.00	0.00	0.00	179.93
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
<u>101-4110-42300</u>	Publishing Exp				179.93	100.00%				
<u>62751</u>	Invoice	1/18/2024	1/18/2024	1/18/2024	1/18/2024	38.27	0.00	0.00	0.00	38.27
Ordinance 2023-17		BANKW - BANK WEST			No					
Items										
Item Description		Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total
Ordinance 2023-17		NA		0.00	0.00	38.27	0.00	0.00	0.00	38.27
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
<u>101-4652-42300</u>	Publishing Exp				38.27	100.00%				
<u>62752</u>	Invoice	1/18/2024	1/18/2024	1/18/2024	1/18/2024	59.98	0.00	0.00	0.00	59.98
Ordinance 2023-18		BANKW - BANK WEST			No					
Items										
Item Description		Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total
Ordinance 2023-18		NA		0.00	0.00	59.98	0.00	0.00	0.00	59.98
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
<u>101-4110-42300</u>	Publishing Exp				59.98	100.00%				
<u>62753</u>	Invoice	1/18/2024	1/18/2024	1/18/2024	1/18/2024	50.27	0.00	0.00	0.00	50.27
Ordinance 2023-19		BANKW - BANK WEST			No					
Items										
Item Description		Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total
Ordinance 2023-19		NA		0.00	0.00	50.27	0.00	0.00	0.00	50.27
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
<u>101-4110-42300</u>	Publishing Exp				50.27	100.00%				
<u>62754</u>	Invoice	1/18/2024	1/18/2024	1/18/2024	1/18/2024	19.99	0.00	0.00	0.00	19.99
Amended Resolution 2023-13		BANKW - BANK WEST			No					
Items										
Item Description		Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total
Amended Resolution 2023-13		NA		0.00	0.00	19.99	0.00	0.00	0.00	19.99
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
<u>101-4110-42300</u>	Publishing Exp				19.99	100.00%				
<u>62755</u>	Invoice	1/18/2024	1/18/2024	1/18/2024	1/18/2024	159.94	0.00	0.00	0.00	159.94
12.07.2023 Comm Mtg Minutes		BANKW - BANK WEST			No					
Items										
Item Description		Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total
12.07.2023 Comm Mtg Minutes		NA		0.00	0.00	159.94	0.00	0.00	0.00	159.94
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
<u>101-4110-42300</u>	Publishing Exp				159.94	100.00%				
<u>62806</u>	Invoice	1/18/2024	1/18/2024	1/18/2024	1/18/2024	32.56	0.00	0.00	0.00	32.56
12.12.2023 P&Z Mtg Minutes		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	
12.12.2023 P&Z Mtg Minutes	NA		0.00	0.00	32.56	0.00	0.00	0.00	32.56	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
<u>101-4652-42300</u>	Publishing Exp				32.56	100.00%				
62809	Invoice	1/18/2024	1/18/2024	1/18/2024	1/18/2024	42.84	0.00	0.00	0.00	42.84
12.11.2023 Special Mtg Minutes	BANKW - BANK WEST				No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
12.11.2023 Special Mtg Minutes	NA		0.00	0.00	42.84	0.00	0.00	0.00	42.84	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
<u>101-4110-42300</u>	Publishing Exp				42.84	100.00%				

Vendor: 0018 - SD One Call **Vendor Total: 17.85**

<u>SD23-03768</u>	Invoice	1/18/2024	1/18/2024	1/18/2024	1/18/2024	17.85	0.00	0.00	0.00	17.85
17 Notifications for Dec 2023	BANKW - BANK WEST				No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
17 Notifications for Dec 2023	NA		0.00	0.00	17.85	0.00	0.00	0.00	17.85	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
<u>101-4232-42900</u>	Other Expense				17.85	100.00%				

Vendor: 1245 - SD State Treasurer **Vendor Total: 968.82**

<u>2024-01</u>	Invoice	1/18/2024	1/18/2024	1/18/2024	1/18/2024	968.82	0.00	0.00	0.00	968.82
Sales Tax Collected	BANKEFT - BANK WEST EFT				No	Payment Date: 1/18/2024				Bank Draft: DFT0000096
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Sales Tax Collected	NA		0.00	0.00	968.82	0.00	0.00	0.00	968.82	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
<u>101-0000-21700</u>	Sales Tax Payable				968.82	100.00%				

Vendor: 1960 - Stalker Radar applied concepts, Inc **Vendor Total: 6,500.00**

<u>S294179</u>	Invoice	1/18/2024	1/18/2024	1/18/2024	1/18/2024	6,500.00	0.00	0.00	0.00	6,500.00
(2) DSR 2X Radar w/instant On Remote	BANKW - BANK WEST				No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
DSR 2X Radar w/instant On Remote	NA		0.00	0.00	6,500.00	0.00	0.00	0.00	6,500.00	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
<u>101-4210-43400</u>	Equip Expense				6,500.00	100.00%				

Vendor: 1023 - Tyler Technologies **Vendor Total: 323.75**

<u>025-450778</u>	Invoice	1/18/2024	1/18/2024	1/18/2024	1/18/2024	323.75	0.00	0.00	0.00	323.75
Utility Billing Transaction Fees	BANKW - BANK WEST				No					
Notes:										
Insite Transaction Fees - Utility Billing (site) 245@1.25 = \$306.25										
Insite Transaction Fees - Utility Billing (auto pay) 14@1.25 = \$17.50										
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Utility Billing Transaction Fees	NA		0.00	0.00	323.75	0.00	0.00	0.00	323.75	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
<u>604-4000-42920</u>	Tyler Technologies Tranaction Fees				323.75	100.00%				

Payable Register

Packet: APPKT00042 - 01.18.2024 invoices

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

Vendor: 0128 - United States Treasury Vendor Total: 368.02

<u>2024-01</u>	Invoice	1/18/2024	1/18/2024	1/18/2024	1/18/2024	368.02	0.00	0.00	0.00	368.02
Balance Due Qtr 3		BANKEFT - BANK WEST EFT			No	Payment Date: 1/18/2024		Bank Draft:		DFT0000098

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Balance Due Qtr 3	NA	0.00	0.00	368.02	0.00	0.00	0.00	368.02

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
<u>101-4140-42900</u>	Other Expense		368.02	100.00%

Vendor: 1024 - USA Bluebook Vendor Total: 525.90

<u>INV00222716</u>	Invoice	1/18/2024	1/18/2024	1/18/2024	1/18/2024	525.90	0.00	0.00	0.00	525.90
Coveralls L-Elastic		BANKW - BANK WEST			No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Coveralls L-Elastic	NA	0.00	0.00	525.90	0.00	0.00	0.00	525.90

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
<u>604-4000-42630</u>	Chemicals and Lab Supplies		525.90	100.00%

Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	35	59,814.94	0.00	0.00	0.00	59,814.94	1,767.97	58,046.97
	Grand Total:	59,814.94	0.00	0.00	0.00	59,814.94	1,767.97	58,046.97

Account Summary

<u>Account</u>	<u>Name</u>	<u>Amount</u>
<u>101-0000-21700</u>	Sales Tax Payable	968.82
<u>101-4110-42200</u>	Prof Fees Expense	2,787.75
<u>101-4110-42300</u>	Publishing Exp	512.95
<u>101-4110-42900</u>	Other Expense	138.00
<u>101-4140-42600</u>	Supply/Material Exp	431.13
<u>101-4140-42900</u>	Other Expense	368.02
<u>101-4141-42200</u>	Prof Fees Expense	4,067.50
<u>101-4192-42200</u>	Prof Fees Expense	3,817.42
<u>101-4192-42800</u>	Utility Expense	620.68
<u>101-4196-42200</u>	Prof Fees Expense	2,247.50
<u>101-4210-42611</u>	Fuel Expense	1,305.34
<u>101-4210-43400</u>	Equip Expense	6,500.00
<u>101-4220-42900</u>	Other Expense	2,000.00
<u>101-4232-42900</u>	Other Expense	17.85
<u>101-4310-42800</u>	Utility Expense	1,637.32
<u>101-4320-42611</u>	Fuel Expense	1,191.16
<u>101-4320-43230</u>	Solid Waste Collection	3,917.34
<u>101-4520-42800</u>	Utility Expense	55.76
<u>101-4652-42300</u>	Publishing Exp	160.83
Total:		32,745.37

<u>Account</u>	<u>Name</u>	<u>Amount</u>
<u>604-4000-42200</u>	Prof Fees Expense	20,496.80
<u>604-4000-42500</u>	Repair/Maint Expense	704.63
<u>604-4000-42630</u>	Chemicals and Lab Supplies	701.40
<u>604-4000-42800</u>	Utility Expense	4,842.99
<u>604-4000-42920</u>	Tyler Technologies Tranaction Fees	323.75
Total:		27,069.57

December 2023 Finance Department Monthly Recap

- Multiple meeting with Commissioner Reade
- Attended Black Hills Area Finance Officers Association meeting in Belle Fourche
- Judged the Lighting contest
- Call with Toby Morris of Collier's regarding TIFs
- Prepared 2024 Benefit increase information for employees
- Last day for open enrollment was December 8, 2023
- Zoom meeting with Tyler Tech for 3-month post utility billing go live follow up
- Attended Election #1 & #2 Webinars
- Prepared 2024 Files
- Prepared and submitted SRO invoice to Meade School Distract
- Mailed out 2024 Liquor Licenses to business Owners
- Payroll processing, benefit's deduction review, process human resource updates for payroll Filed corresponding reports for payroll
 - 941 filed electronically
 - SDRS filed electronically
 - SD Health Pool, Aflac, Delta Dental
 - Quarterly State unemployment
 - Quarterly 941
- Accounts Payable
 - Prepared and submitted South Dakota Sales Tax
 - Invoice processing, process checks for corresponding invoices to be paid and mailed out.
 - Journal entries in GL
 - Bank reconciliation
- Utility Billing
 - Daily
 - Post payments in Cash Receipts, process online credit card payments through lockbox, reconcile all payments to report, print reports and wrap up your work so that all payments post to the individual accounts
 - Deposit checks with BankWest scanner
 - Take cash deposits to bank
 - Process new resident applications
 - Process residents move out paperwork and process deposit refunds once account is at a zero balance
 - General customer service
 - Adjustments to resident accounts
 - Monthly
 - Post penalties to past due accounts
 - Process and mail out utility bills
- Emailed Commission meeting minutes to Rapid City Journal to publish
- Published Commission meeting minutes on website
- Ordered office supplies
- Notary services for residents of Summerset
- Licensing, Permitting, Inspection upload to one drive

December 2023 Wastewater Department report

Daily Operations

12-5 Submitted DMR report to DANR
12-5 SBR #2 Mixer motor inop
12-6 With assistance from Street Dept. replaced SBR #2 Mixer motor
12-8 Met with RCS and Complete HVAC to discuss changes in electrical room.
12-11 Cleaned effluent filters.
12-20 Read water meters for sewer billing.
12-21 Attended meeting with Brandon Powles concerning land purchase.
12-21 Attended City Commission meeting
12-22 Complete HVAC replaced tankless water heater in plant.
12-27 Construction meeting with HDR
Responded to 12 requests for utility locations
Treated 4.6 million gallons of wastewater with an average of 160 thousand gallons per day

Special Projects

Misc

December

Sanitation

Hauled Solid Waste, Recycling, Cardboard and Yard waste. Placed bins for Christmas trees. Repaired/cleaned/ and delivered cans as needed. Serviced and cleaned solid waste equipment. Received trash magnets that were ordered and got them to the mailers for resident delivery. Received update on new garbage replacement, for the new truck that had been damaged while in transport.

Public works

Attended council meeting. Performed maintenance on public works equipment. repaired streetlights Had numerous conversations with the Public Works Commissioner, City Staff. Met with Genpro concerning backup generator for City Hall Met with Black Hills power concerning power construction through drainage in Sun Valley. Patched a few pot holes. Replaced street signs and straightened a couple poles. Sanded and plowed drifts through the city priority routing. Plowed and sanded City Hall. Repaired hydraulic hoses on Bobcat Skidsteer.

Code enforcement

Issued 12, notices of violation that were reported to the Code Enforcement Officer, resulting in 2 fines.

Parks

Cleaned sidewalks. Received replacement slide for Leisure lane park.

Miscellaneous

Conducted road maintenance at the Wastewater treatment plant. Assisted Wastewater in removing and replacing mixer motor in SBR #2. Refined winch system that was built last month, built lifting basket for an upcoming wastewater project. Installed a pipe guard for wastewater that we had built for the headworks room. Also met with Public Safety supply concerning on updated Emergency Alert Systems installation.



SUMMERSET POLICE DEPARTMENT

Monthly Report-December 2023

Calls for service

- 318

Court appearances

- Officer Siferd

Training

- Officer Siferd attended PTO training LET Academy

Special Events

- Cops & Kids

Daily

- Regular meetings with Commissioner Hirsch
- Covering patrol shifts and responded to calls for service
- Evidence.com management
- LEOS reports
- LexisNexis reports
- Policy updates
- Created new forms for Patrol
- Medical Marijuana updates
- Submitted traffic safety report for highway safety grant
- Submitted reimbursement requests for highway safety grant
- Meeting with Dispatch supervisor
- Zoom meeting with Axon
- Meeting with State's Attorney
- Meetings with citizens
- Stalker radar repair and maintenance
- NIBRS submissions
- Zoom meeting with LeadsOnline
- Completed updates to Community Camera Registry Program
- NCIC validations
- Discussions regarding gauntlet Radio Project
- Calls with Motorola and Western Communications
- Received quotes for new patrol vehicle equipment
- Received quotes for building security upgrade
- Brother printer repair and maintenance
- Cradlepoint Wi-Fi repair and maintenance

DECEMBER 2023 CITY ADMINISTRATOR REPORT

ECONOMIC DEVELOPMENT

- Visited with M. Wheeler regarding the SEDC Contract revision.

GRANTS

- Visited with D. Patterson on help with air quality permit on generator grant.
- Updated all passwords in Grants.gov
- Sent semi-completed air quality permit to GenPro for them to fill out their section on FEMA grant.
- Conference call with J. Poppin on programs and grants available for mitigation.
- A. Kayl and myself met with Gen Pro representatives on generator, timeline, costs.
- Visited with A. Kayl on SDML Safety Grant applications.

PLANNING & ZONING/BUILDING

- Visited with T. Norman on preliminary plat.
- Visited with L. Shagla HDR on upcoming Planning & Zoning items.
- Followed-up on Developer's Agreement with Jason Hanson.
- Visited with J. Semmler on sidewalk width at Hunt Brothers Pizza.
- Visited with L. Shagla regarding D. Gilby plat
- L. Kaski on questions on Tru-Form lot that is for sale and what zoning it is in.
- Visited with CAT Construction on changes to building and building permit.
- Visited with S. Reade on driveway ordinance and permitting.
- Completed agenda for Planning & Zoning meeting on 12/12/2023 and 12/27/2023.
- Sent review from HDR to D. Gilby on preliminary plat.
- Visited with L. Shagla on CAT Construction building permit.
- Visited with D. Gilby and went over the review with her and explained her next steps.
- Visited with SDDOT M. Carlson on upcoming meeting on Exit 48.
- Visited with Z. Broman on perc tests.
- Completed two sets of minutes of Planning & Zoning.
- Visited with S. Delbridge, Hermanson Egge on digital 2018 IBC Codes needed.
- Visited with T. Norman regarding annexation and zoning.
- Visited with M. Leon on addressing Heather Lane. Sent the request to Meade County to get 911 addressing.
- Visited with B. Powles on FEMA, second exit and purchase of property. Would like to set up a second meeting with D. Butler, M. Torno, J. Ambrose and myself.
- Sent review from HDR to T. Norman on preliminary plat.
- Visited with M. Kingsbury on annexation and zoning.
- Drafted voucher for erosion control refund on Milliron.
- Visited with B. Ackerman from WBI on setting up meeting regarding future plats.
- Building permit came in from Lynn Dakotamart.
- M. Martin came into discuss the upcoming agenda for Planning and Zoning.
- Posted openings on P&Z Board.
- Visited with A. Camerson on residential building and sewer hook-up.

*See next page

MISC.

- Visited with T. Morris @ Colliers on possible TIF for Vanocker Canyon Dev.
- Visited with S. Reade regarding the upcoming agenda items.
- Conference call with S. Baumeister, T. Morris, M. Torno on Vanocker Dev.
- Reviewed reimbursement documents on WWTP. Followed up with BHCLG.
- B. Wilson from SDPAA stopped by office to visit on insurance.
- Attended the Cops & Kids – Police Department
- Visited with M. Keller regarding the listing that was released on surplus property sale.
- Visited with D. Brenneman on listing that was published and to correct to the same.
- Visited with M. Torno on listing of surplus property.
- Visited with P. Olsen on listing of city surplus property.
- Contacted cleaners on new restrictions per Police Department Audit. Had them contact the Police Department regarding the same.
- Visited with D. Brenneman on Lots 33 and 34 that were listed for surplus property.
- P. Olsen contacted me on follow-up on surplus property listings.
- Golden West Audit with D. McComb and S. Starmo.
- Went over expectations with D. McComb that needed to be completed before the end of FY2023.
- Updated the job openings on the Municipal League Website.
- Received call on nuisance complaint. I forwarded the same to Code Enforcement.
- Zoom meeting with M. Torno and G. Cox on National Fitness.
- Zoom meeting Secretary of State on upcoming 2024 elections for Cities and Schools.
- Met with D. McComb and O. Davis to discuss the camera quote and whether we could do it inhouse cheaper.
- Completed Commission minutes for 12/7/2023 for S. Baumeister.
- Visited with D. McComb on IBM billing and the listed items that were taken off of the same.
- Call with FEMA, M. Torno on meeting with public and letter to go out.
- Visited with GoldenWest, to pick up old server.
- Visited with T. Vig and L. Shagla on FEMA matters.
- M. Kitzmiller stopped in and visited with S. Baumeister and myself on how Text My Gov works.
- Zoom meeting on recap with SD DOR.
- Received email from FEMA on zip drives, sent to L. Shagla for review.
- Visited with Y. Carter on agendas for Parks & Recreation Meetings.
- Zoom training Part 2 on upcoming elections for cities and schools with Sec. of State Office.
- Visited with representative of ES&S on printing ballots in all elections.
- Visited with A. Kayl on putting fliers in with the magnets regarding Text My Gov.
- Visited with D. Butler on handbook policy, certifications and raises.
- O. Davis visited with me regarding raises.

- Received request from M. Kitzmiller on copies of current parks, addresses, and possible plat location information.
- Answered wage and salary questions with J. Ambrose.
- Visited with SDPAA on take home vehicles for police officers and if there is any change to our insurance.
- Call from J. Sietsma on Niche Sanitation.
- Call from H. Keough on complaint.
- Drafted two (2) Notices for Annexation Hearings.

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

Project Cost Summary

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

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

Comments:

NOTICE FOR PUBLICATION FOR HEARING

ON A PETITION FOR VOLUNTARY ANNEXATION OF UNPLATTED PROPERTY

NOTICE IS HEREBY GIVEN that the City of Summerset will set a hearing on a Petition for Voluntary Annexation of Unplatted Property for Thursday, January 18th @ 6:00 p.m. at Summerset City Hall located at 7055 Leisure Lane, Summerset SD.

Said applicant is Norman Ranch Subdivision LLC whose legal description is as follows:

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

The purpose of the public hearing is to accept public comment on the proposed Petition for Voluntary Annexation of Unplatted Property and Resolution of Intent to Annex Certain Unplatted Property.

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

Dated this 29th day of December 2023.

City of Summerset

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

PETITION FOR ANNEXATION

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

Legal description of the territory sought to be annexed below:


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

Property Assessed Valuation: _____

(PLEASE PRINT)

Owner Name: Norman Ranch Subdivision, LLC. Date: 12/14/2023

Owner Address: 1624 Concourse Court, Rapid City, SD 57703

Owner Signature:  _____
President of Norman Ranch Subdivision, LLC

Voter Name: Forrest Thompson Date: 12/14/2023

Voter Address: 1624 Concourse Court Rapid City SD 57703

Voter Signature:  _____

.....
City of Summerset Office Use Only

Petition Received by _____ Date Received _____

Mayor's Signature: _____

Meeting Date of Approval: _____

**CITY OF SUMMERSET
RESOLUTION 2024-02
RESOLUTION OF INTENT TO ANNEX CERTAIN
UNPLATTED PROPERTY**

WHEREAS, there has been presented to the Board of Commissioners of the City of Summerset, South Dakota, a Petition for Voluntary Annexation of the real property pursuant to SDCL 9-4-1 described as:

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

WHEREAS, the Petition for Annexation was heard at a duly noticed regular meeting of the Summerset Board of Commissioners on January 18th, 2024, and has been signed and presented by Forrest Thompson, President of Norman Ranch Subdivision, LLC, of 1624 Concourse Court, Rapid City, South Dakota, dated December 14, 2023, and

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

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

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

THEREFORE, BE IT RESOLVED, that the Board of Commissioners gives notice that it intends to approve the Petition for voluntary annexation and to adopt it in all respects and that the described real estate as identified above will thereafter be within the municipal boundaries of the City of Summerset; and whereas the City directs that this resolution be presented to the Meade County Board of Commissioners for approval of the annexation of the above-described unplatted property pursuant to SDCL 9-4-5.

Dated: _____, 2024.

ATTEST:

Stephany Baumeister
Finance Officer

Melanie Torno
Mayor

NOTICE FOR PUBLICATION FOR HEARING

ON A PETITION FOR VOLUNTARY ANNEXATION OF UNPLATTED PROPERTY

NOTICE IS HEREBY GIVEN that the City of Summerset will set a hearing on a Petition for Voluntary Annexation of Unplatted Property for Thursday, January 18th @ 6:00 p.m. at Summerset City Hall located at 7055 Leisure Lane, Summerset SD.

Said applicant is Thomas W. Norman and Joseph F. Norman whose legal description is as follows:

The North 158' of the West 203.5' of Government Lot 3, and the North 158' of Government Lot 4, all lying in Section 5 in Township 2 North of Range 7 East of the Black Hills Meridian, Meade County, South Dakota.

The purpose of the public hearing is to accept public comment on the proposed Petition for Voluntary Annexation of Unplatted Property and Resolution of Intent to Annex Certain Unplatted Property.

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

Dated this 29th day of December 2023.

City of Summerset

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

PETITION FOR ANNEXATION

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

Legal description of the territory sought to be annexed below:

THE NORTH 158' OF THE WEST 203.5' OF GOV'T LOT 3, AND THE NORTH 158' OF GOV'T
LOT 4, ALL LYING IN SECTION 5, T2N, R7E, BHM, MEADE COUNTY, SOUTH DAKOTA.

Property Assessed Valuation: _____

(PLEASE PRINT)

Owner Name: Thomas W Norman Date: 12/28/2003

Owner Address: 8044 NORMAN AVE. P.O. BOX 767

Owner Signature: Thomas W. Norman

Voter Name: Thomas W Norman Date: 12/28/2003

Voter Address: 8044 NORMAN AVE. P.O. BOX 767

Voter Signature: Thomas W. Norman

.....
City of Summerset Office Use Only

Petition Received by _____ Date Received _____

Mayor's Signature: _____

Meeting Date of Approval: _____

PETITION FOR ANNEXATION

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

Legal description of the territory sought to be annexed below:

THE NORTH 158' OF THE WEST 203.5' OF GOV'T LOT 3, AND THE NORTH 158' OF GOV'T
LOT 4, ALL LYING IN SECTION 5, T2N, R7E, BHM, MEADE COUNTY, SOUTH DAKOTA.

Property Assessed Valuation: _____

(PLEASE PRINT)

Owner Name: Joseph F Norman Date: 12/28/23

Owner Address: 14410 218th St Piedmont, SA

Owner Signature: Joseph F. Norman

Voter Name: Joseph F Norman Date: 12/28/23

Voter Address: 14410 218th St Piedmont, SA

Voter Signature: Joseph F. Norman

.....
City of Summerset Office Use Only

Petition Received by _____ Date Received _____

Mayor's Signature: _____

Meeting Date of Approval: _____

**CITY OF SUMMERSET
RESOLUTION 2024-03
RESOLUTION OF INTENT TO ANNEX CERTAIN
UNPLATTED PROPERTY**

WHEREAS, there has been presented to the Board of Commissioners of the City of Summerset, South Dakota, a Petition for Voluntary Annexation of the real property pursuant to SDCL 9-4-1 described as:

The North 158' of the West 203.5' of Government Lot 3, and the North 158' of Government Lot 4 less ROW, all lying in Section 5 in Township 2 North of Range 7 East of the Black Hills Meridian, Meade County, South Dakota.

WHEREAS, the Petition for Annexation was heard at a duly noticed regular meeting of the Summerset Board of Commissioners on January 18th, 2024, and has been signed and presented by Thomas W. Norman of 8044 Norman Avenue, Black Hawk, South Dakota (P.O. Box 767) and Joseph F. Norman of 14410 218th Street, Piedmont, South Dakota both dated December 28, 2023, and

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

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

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

THEREFORE, BE IT RESOLVED, that the Board of Commissioners gives notice that it intends to approve the Petition for voluntary annexation and to adopt it in all respects and that the described real estate as identified above will thereafter be within the municipal boundaries of the City of Summerset; and whereas the City directs that this resolution be presented to the Meade County Board of Commissioners for approval of the annexation of the above-described unplatted property pursuant to SDCL 9-4-5.

Dated: _____, 2024.

ATTEST:

Stephany Baumeister
Finance Officer

Melanie Torno
Mayor

Blue Peak Service Provider Cost Increase for 2024 and Contract Proposal

Executive Summary:

Increase in Blue Peak Managed Service Provider Costs for 2024, Upgraded Internet Bandwidth and additional Conference Room Phone.

Blue Peak is a Managed Service Provider for The City of Summersets Internet and Telephone services.

The Blue Peak Service Costs will be increasing in March 2024 by 5-10 percent. This is a potential increase of \$56.28 up to \$112.57 per month. After negotiations we were able to add the additional services quoted in 2023 for an additional \$94.50 per month (savings of \$150/mo over the 2023 quote) and also lock in this rate with a 3 year contract before the 2024 services cost increase.

This is an increase in Internet Bandwidth from 100Mbps to 200Mbps for \$50.00.

Additional Phone for the Conference room for \$44.50.

With an increase in online application usage and other services in 2023, we are beginning to get reports of latency on the user end while conducting daily business on-line. In the absence of taking proactive measures, it's important to highlight that the current operational costs could naturally increase by a significant amount given the current economic landscape and the potential for escalating costs. Approval of the proposed contract not only serves as a means to secure current expenses, shields you from the uncertainties associated with annual fluctuations but provides the City of Summerset scalability in the future. Therefore, my recommendation to adopt signing the proposed increase and 3 year contract takes into consideration not only the immediate effectiveness but also the long-term resilience it offers in the face of potential increases in operational expenses.

In summary, transitioning from a month-to-month contract to a structured 3-year agreement with an additional increase of \$94.50 per month introduces a comprehensive and strategic approach. It combines the benefits of rate stability with the added value of services, presenting a compelling offer that aligns with long-term goals.

Current Status: Blue Peak Month-to-Month Contract

Currently, our engagement is structured on a month-to-month basis, with a monthly cost of \$1125.68. While this arrangement has provided flexibility, we recognize the importance of financial predictability and the need for a more structured agreement, especially in the face of potential cost increases.

This has prompted The City of Somerset to obtain quotes for additional services from our current vendor and additional vendor(s).

Current Services: 100/100Mbps Dedicated Fiber Internet

14 Phones

Suggested Services: 200/200Mbps Dedicated Fiber Internet

15 Phones (One additional phone for the Conference Room)

Additional Bandwidth and phone for the Conference Room

With the increasing need for hosted applications and the internet bandwidth usage needed to perform office duties effectively and efficiently. Integrating additional bandwidth into your network infrastructure offers advantages that directly impact the performance of your operations. One key benefit is enhanced data transfer speeds, facilitating quicker access to online resources and applications. This increased speed not only improves overall productivity but also ensures seamless collaboration among team members, particularly in environments reliant on real-time communication and data sharing. Additionally, the availability of extra bandwidth provides a crucial buffer during periods of high demand, preventing potential network congestion and slowdowns. This resilience is vital as it ensures a consistent experience. Furthermore, added bandwidth contributes to improved scalability, enabling your organization to adapt swiftly to evolving technological requirements. In summary, the incorporation of additional bandwidth translates into heightened speed, reliability, and scalability, fostering a more robust and responsive digital infrastructure for your business.

Quotes for additional Internet Bandwidth and Conference Room Phone services 2023:

Blue Peak: 3 year contract: \$1370.18/Month

Midco: 3 year contract: \$1460.55/Month (Does not include transition costs)

New Proposal: Transition to a 3-Year Locked-In Contract with Additional Services

Blue Peak: 3 year contract: \$1220.18/Month

I propose transitioning to a more comprehensive and structured contract, offering the City of Summerset the opportunity to lock in the existing rate of \$1220.18 per month for the next three years. In addition to rate stability, the inclusion of additional services can contribute to employees operational efficiency and overall satisfaction.

Key Benefits of the Proposed Contract:

1. **Rate Stability:** Lock in the current rate of \$1220.18 per month for the next three years, protecting the budget from potential yearly increases.
2. **Financial Predictability:** Enjoy the peace of mind that comes with a fixed-rate commitment, allowing for better financial planning and budget control.
3. **Extended Services:** For an additional \$94.50 per month, the City of Summerset will gain access to the increased services to enhance the overall experience and meet evolving needs.

In summary, transitioning from a month-to-month contract to a structured 3-year agreement with an additional increase of \$94.50 per month introduces a comprehensive and strategic approach. , The option to transition to a more structured and advantageous agreement becomes even more compelling. It combines the benefits of rate stability with the added value of additional services, presenting a compelling offer that aligns with the long-term goals and financial interests of both parties involved.



Bluepeak Business Services Agreement

BUSINESS SERVICE ORDER

Name of Customer: Lisa Schieffer

Phone:

Name of Business: City of Summerset Police

Date: January 4, 2024

Physical Address: 7055 Leisure Ln Summerset SD 57718

Billing Address: 7055 Leisure Ln Summerset SD 57718

Contract Terms: 36 month(s)

Sales Rep: Chad Webb

Product	Line Description	New vs Existing	Qty	Sales Price	Install Fees	Monthly Charges
Data						
Modem Rental	Bus Mdm Rent DOS31 0.00	Renewal	1	\$7.00	\$0.00	\$7.00
Bluepeak Executive Internet	200 Mbps/200 Mbps	Upgrade	1	\$550.00	\$0.00	\$550.00
Voice						
Business Voice	Business Voice	Renewal	1	\$20.00	\$0.00	\$20.00
Vast Hosted Voice Standard	Hosted Voice Standard	Renewal	10	\$30.00	\$0.00	\$300.00
Unified Communications-UCC	Hosted Voice UCC	Renewal	2	\$5.00	\$0.00	\$10.00
Hosted Voice Hunt Group	Hosted Voice Hunt Group	Renewal	1	\$10.00	\$0.00	\$10.00
Hosted Voice RealPresence 8500	Conference Room Phone	New	1	\$14.50	\$0.00	\$14.50
Vast Hosted Voice Standard	Conference Line Service	New	1	\$30.00	\$0.00	\$30.00
Hosted Voice Virtual Station	Hosted Voice Virtual Station	Renewal	2	\$35.00	\$0.00	\$70.00
Unified Communications-UCC	Webex	Renewal	6	\$5.00	\$0.00	\$30.00
Cable TV						
My Business Locals	My Business Locals	Renewal	1	\$55.00	\$0.00	\$55.00
IPTV Box	IPTV Box	Renewal	1	\$5.00	\$0.00	\$5.00
Pricing subject to approval after internal review				Total:	\$ 0.00	\$ 1,101.50

Special Instructions:	
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Promotional Offer Details:	
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Directory Listing Information - Address:			
Directory Listing: Listing: Phone:		YP Heading: SIC Code: YPH Code:	



This Service Order is subject to and is hereby incorporated by reference into the Business Services Agreement between the Customer named on this Service Order and Clarity Telecom, LLC d/b/a Bluepeak. You agree and understand that prices do not include taxes, fees, or surcharges, which may include government-imposed fees and taxes, government program fees (such as TRS and universal service), and non-governmental fees and charges (such as subscriber line charges, line fees, access charges and carrier service fees) will vary depending upon your service location and the services to which you subscribe. The taxes and fees may be changed at any time. During the initial term of this Service Order, your quoted MRC for Internet services will not change. Video service prices are subject to annual increases.

_____ (Initials)



BY ENTERING INTO AN ORDER WITH CLARITY TELECOM, LLC D/B/A BLUEPEAK, OR ANY OF ITS AFFILIATES (INDIVIDUALLY AND COLLECTIVELY REFERRED TO AS "BLUEPEAK"), CUSTOMER HEREBY AGREES TO THE TERMS OF THIS MASTER SERVICES AGREEMENT (THIS "AGREEMENT"). ALL ORDERS AND ANY TERMS AND CONDITIONS, GUIDEBOOKS AND SERVICE GUIDES, PROVIDED ON BLUEPEAK'S WEBSITE, AS MODIFIED FROM TIME TO TIME, ARE INCORPORATED BY REFERENCE INTO THIS AGREEMENT AS IF THOSE DOCUMENTS ARE SET FORTH ORIGINALLY HERE, INCLUDING THE ACCEPTABLE USE POLICY, PRIVACY POLICY, NETWORK MANAGEMENT PRACTICES, AND GENERAL TERMS AND CONDITIONS. SEE <https://mybluepeak.com/terms-conditions/> TO REVIEW THE CURRENT VERSIONS OF SUCH DOCUMENTS. TO THE EXTENT THAT THERE ARE ANY INCONSISTENCIES OR CONFLICTS BETWEEN THIS ORDER AND SUCH ON-LINE DOCUMENTS, THIS AGREEMENT SHALL CONTROL. BY USING THE SERVICES, CUSTOMER ACKNOWLEDGES THAT IT HAS READ AND AGREES TO THE TERMS OF THESE DOCUMENTS.

1. DEFINITIONS

1. "Effective Date" is the date that the last Party signs the Agreement.
2. "Order" means a written, electronic, or verbal order, or purchase order governed by the terms and conditions of this Agreement, submitted, or confirmed by Customer and accepted by Bluepeak, which identifies specific Services; quantity ordered; Bluepeak's Agreement number, title, and execution date; billing address; ship to address; and service/installation address, as applicable. Verbal Orders are deemed confirmed upon Customer's written acknowledgement, or Customer's use, of a Service.
3. "Services" means wireline or wireless business communications services not governed by Tariffs, including basic or telecommunications services, information or other enhanced services, and non-regulated professional services provided by Bluepeak to Customer pursuant to an Order.

2. SERVICES AND FACILITIES

1. Bluepeak agrees to provide Customer with a broadband Internet connection, as provided in the accompanying Order during the Term of this Agreement. Bluepeak requires reasonable access to each Service location throughout the Term as necessary to provide the Services and to review, install, inspect, maintain, repair, or remove any Bluepeak-provided cabling, conduit, hardware, equipment, and other facilities used to provide the Services ("Facilities"). If Customer owns or controls the Service location(s), Customer hereby grants to Bluepeak permission to enter the Service location(s) in order for Bluepeak to fulfill its obligations and exercise its rights under this Agreement. If a Service location is not owned or controlled by Customer, Customer will obtain, with Bluepeak's reasonable assistance, an appropriate right of access for Bluepeak. If such right of access for Bluepeak is not obtained by either party, then Bluepeak may decline Customer's request for Services, or terminate or amend the affected Order with respect to the Service location that Bluepeak cannot access, without any liability to Customer. Bluepeak may perform, either before or after acceptance of an Order, an installation review (including a review of Customer's inside wiring) of each proposed Service location prior to installation of the Services to determine the serviceability of such network location and/or the need to extend Bluepeak's Facilities to provide the Services at the Service location. If during the installation review, review of available facilities and access, site preparation, or installation activities, Bluepeak determines that additional work is required to enable Bluepeak to deliver the Services to the Service location, Bluepeak will notify Customer of any additional Service charges in excess of the amounts previously specified in a quote or Order. Upon request, Customer shall provide Bluepeak with accurate site and/or physical network diagrams or maps of a Service location, including electrical and other utility service maps.

3. PAYMENT AND CHARGES

1. Rates and Charges. Customer will pay Bluepeak the rates and charges for the Services set forth in this Agreement and any Order under this Agreement, including all charges associated with establishing Customer's Services or related to Bluepeak's installation or provisioning costs.



2. Rate Adjustments. Bluepeak may impose additional fees, charges, or surcharges on Customer to recover amounts that Bluepeak is required or permitted to collect, or pay to others in support of, or to comply with, statutory or regulatory programs, plus a commercially reasonable amount to recover the administrative costs associated with such charges or programs.
 3. Taxes. Bluepeak's rates and charges for the Services do not include taxes, which shall be billed to and payable by Customer in addition to the Service charges. Notwithstanding any other provision of this Agreement, if Customer is required by law to make a deduction or withholding from any amount due to Bluepeak, or if Customer has an applicable exemption from certain taxes, then Customer must notify Bluepeak in writing and provide reasonable documentation evidencing the foregoing.
 4. Invoicing. Unless otherwise set forth in an Order, any and all invoicing for Services shall be submitted to Customer for payment within thirty (30) days of the Service being provided. Customer is responsible for all charges, no matter the interval at which they are billed. Any objection to billed charges must be reported to Bluepeak within sixty (60) days of the invoice date.
 5. Billing. Unless otherwise set forth in an Order, Bluepeak shall invoice Customer in advance at Customer's notice address specified in the Order (or at such other address of which Customer may advise Bluepeak in writing) for all Services and additional services provided during each calendar month or other mutually agreeable billing cycle. Customer shall pay Bluepeak for all Charges upon receipt of the invoice. Account is/will be considered past due thirty (30) days after invoice date and late fees will be assessed on the last business day of the month at 1.5% per month. Service is subject to suspension or termination if an account remains unpaid for a period of sixty (60) days or more from the date of billing. Customer agrees to reimburse Bluepeak for all reasonable expenses, including reasonable attorney's fees, for collection of past due accounts.
 6. Disputed Invoice Charges. If Customer disputes a charge in good faith, Customer may withhold payment of that charge if Customer makes timely payment of all undisputed charges within the payment period, as described in Section 3.5, and provides Bluepeak with a written explanation of the reasons for Customer's dispute of the charge. Customer must cooperate with Bluepeak to promptly resolve any disputed charge. If Bluepeak determines, in good faith, that the disputed charge is invalid, Bluepeak will notify Customer and, within five business days of receiving notice, Customer must pay the charge.
4. **CREDIT APPROVAL.** Bluepeak's provision of Services is subject to the credit approval of Customer. As part of the credit approval process, Bluepeak may require Customer to provide a deposit or other security. Additionally, during the Agreement Term, if Customer's financial circumstances or payment history becomes reasonably unacceptable to Bluepeak, Bluepeak may require adequate assurances of future payment as a condition of continuing provision of the Services. Customer's failure to provide adequate assurances required by Bluepeak is a material breach of the Agreement. Bluepeak may provide Customer's payment history or other billing information to any credit reporting agency or industry clearinghouse.
5. **ORDERS.**
1. Orders are binding only upon acceptance in writing by Bluepeak. Bluepeak will notify Customer of rejected orders.
 2. Cancellation. Customer may cancel an Order at any time before Bluepeak begins delivering the Services, but Customer must pay any actual costs Bluepeak incurs in connection with Customer's cancellation. After commencement of Services, the Order becomes non-cancellable and subject to all early termination fees.
6. **WARRANTIES.** EXPECT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, THE SERVICES PROVIDED BY BLUEPEAK UNDER THIS AGREEMENT ARE PROVIDED WITHOUT ANY REPRESENTATIONS, WARRANTIES, OR IMPLICIT WARRANTIES OF ANY KIND, WHETHER STATUTORY, EXPRESS, OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, COMPATIBILITY OF SOFTWARE OR EQUIPMENT, OR ANY RESULTS TO BE ACHIEVED THEREFROM. WITHOUT LIMITING THE FOREGOING, BLUEPEAK MAKES NO WARRANTIES OR REPRESENTATIONS THAT ANY SERVICE OR PRODUCT WILL BE ERROR-FREE, UNINTERRUPTED, OR OUTAGE-FREE, AND THE SERVICES AND PRODUCTS MAY BE



SUBJECT TO HACKING OR SIMILAR MALICIOUS ACTIVITY, OR ANY ACT OR OMISSION OF THE CUSTOMER.

7. **EQUIPMENT AND FACILITIES.** Bluepeak shall not be responsible for the installation, operation, maintenance, repair or replacement of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished by Bluepeak pursuant to this Agreement, the responsibility of Bluepeak shall be limited to the furnishing of facilities offered under this Agreement and to the maintenance and operation of such facilities. Notwithstanding the above, Bluepeak shall not be responsible for: (a) the transmission or reception of signals by Customer-provided equipment or for the quality of, or defects in, such transmissions or reception; or (b) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.
8. **INSTALLATION.** Customer will reasonably cooperate with Bluepeak and its agents in connection with installation of the Services. Customer is responsible for damage to Bluepeak-owned facilities and equipment located on Customer premises, excluding damage caused by Bluepeak. Bluepeak may refuse to install Services or may discontinue and disconnect Services without notice, if any condition on Customer's premises is unsafe or likely to cause injury to any person using Services or if Customer is in breach of this Agreement.
9. **CUSTOMER RESPONSIBILITIES.**
 1. **Acceptable Use Policy (AUP).** With the purchase of Services that connect to the Internet, Customer must comply with Bluepeak's Acceptable Use Policy posted on its website and as amended from time to time.
 2. **Abuse and Fraud.** Customer will not use Services: (1) for fraudulent, abusive, unlawful, or destructive purposes, including unauthorized or attempted unauthorized access to, or alteration, abuse, or destruction of, Bluepeak or any third-party information; (2) in any manner that causes interference with Bluepeak's or another's use of the Bluepeak-provided network; or (3) for any other purpose not specifically authorized by this Agreement. Customer will cooperate promptly with Bluepeak to prevent third parties from gaining unauthorized access to the Services via Customer's facilities.
 3. **Reseller.** Customer represents that it is not a reseller of any telecommunication services provided under this Agreement as described in the Telecommunications Act of 1996, as amended, or applicable state law and acknowledges it is not entitled to any reseller discounts under any laws.
 4. **Security.** Bluepeak has adopted and implemented, and will maintain, a corporate information security program designed to protect Customer information, materials and data accessed and possessed by Bluepeak from loss, misuse and unauthorized access or disclosure. Such program includes formal information security policies and procedures. The Bluepeak information security program is subject to reasonable changes by Bluepeak from time to time. Bluepeak's standard service offerings do not include managed security services such as encryption, intrusion detection, monitoring or managed firewall. Customer is responsible for selecting and using the level of security protection needed for all Customer data stored or transmitted via the Service and using reasonable information security practices, including those relating to the encryption of data.
10. **PRIVACY AND CONFIDENTIALITY.**
 1. **PHI.** By providing Services, Bluepeak does not require or intend to access any confidential health related information of Customer's clients, which may include group health plans, that constitutes Protected Health Information ("PHI"), as defined in 45 C.F.R. §160.103 under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA Rules").
 2. **Nondisclosure Requirements.** If the parties have not executed a mutual nondisclosure agreement, this provision will govern their exchange of information. Neither Party will disclose any Confidential Information (defined below) received from the other party, or otherwise discovered by the receiving party, to any third party, except as expressly permitted in this Agreement. This obligation will continue until two years after the Agreement expires or terminates. Confidential Information includes, but is not limited to, pricing and terms of the Agreement, and information relating to the disclosing party's technology, business affairs, trade secrets, development and research information, and marketing or sales plans (collectively the "Confidential Information"). The receiving party may disclose Confidential Information to its subsidiaries, Affiliates, agents, and consultants with a need to know, if they are not competitors of the disclosing party and are subject to a confidentiality agreement at least as protective of the



disclosing party's rights as this provision. The parties will use Confidential Information only for the purpose of performing under this Agreement or for the provision of other Bluepeak services. The foregoing restrictions on use and disclosure of Confidential Information do not apply to information that: (A) is in the possession of the receiving party at the time of its disclosure and is not otherwise subject to obligations of confidentiality; (B) is or becomes publicly known, through no wrongful act or omission of the receiving party; (C) is received without restriction from a third party free to disclose it without obligation to the disclosing party; (D) is developed independently by the receiving party without reference to the Confidential Information, or (E) is required to be disclosed by law, regulation, or court or governmental order. The parties acknowledge that the receiving party's unauthorized disclosure or use of Confidential Information may result in irreparable harm. If there is a breach or threatened breach of the Agreement, the disclosing party may seek a temporary restraining order and injunction to protect its Confidential Information. This provision does not limit any other remedies available to either party. The party who breached or threatened to breach its nondisclosure obligation under the Agreement will not raise the defense of an adequate remedy at law. Bluepeak will not be deemed to have accessed, received, or be in the possession of Customer Confidential Information solely by virtue of the fact that Customer transmits, receives, accesses, or stores such information through its use of Bluepeak's Services.

11. LIABILITY

1. **Direct Damages.** Each party's maximum liability for damages caused by its failure(s) to perform its obligations under the Agreement is limited to: (A) proven direct damages for claims arising out of personal injury or death, or damage to real or personal property, caused by the party's negligent or willful misconduct; and (B) proven direct damages for all other claims arising out of the Agreement, not to exceed in the aggregate, in any 12-month period, an amount equal to Customer's total net payments for the affected Services purchased in the month preceding the month in which the event giving rise to the claim occurred. Customer's payment obligations, Customer's liability for early termination charges, and the parties' indemnification obligations under the Agreement are excluded from this provision.
2. **Consequential Damages.** NEITHER PARTY WILL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT. CONSEQUENTIAL, INCIDENTAL, AND INDIRECT DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOST PROFITS OR REVENUES (EXCLUDING AMOUNTS PAYABLE BY CUSTOMER HEREUNDER), AND LOSS OF BUSINESS OPPORTUNITY, WHETHER OR NOT THE OTHER PARTY WAS AWARE OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF THESE DAMAGES.
3. **Unauthorized Access and Hacking.** Except for physical damage to Customer's transmission facilities or Customer premise equipment directly caused by Bluepeak's negligence or willful misconduct, Bluepeak is not responsible for unauthorized access to, or alteration, theft, or destruction of, Customer's data, programs or other information through accident, wrongful means, or any other cause while such information is stored on or transmitted across Bluepeak-provided network facilities or Customer-provided equipment.

12. INDEMNIFICATION

1. **Mutual Indemnification for Personal Injury, Death or Damage to Personal Property.** Each party will indemnify, defend, and hold harmless the other party, its directors, officers, employees and agents from and against all third-party claims for damages, losses, liabilities, or expenses, including reasonable attorneys' fees, arising directly from bodily injury, death, or damage to tangible personal property that is alleged to have resulted, in whole or in part, from the negligence or willful misconduct of the indemnifying party or its subcontractors, directors, officers, employees or authorized agents in connection with the performance of this Agreement while on-site at Customer's premises.
2. **Customer Indemnification.** Customer will indemnify, defend, and hold harmless Bluepeak, Bluepeak's officers, directors, agents, and employees against all third-party claims for damages, losses, liabilities, or expenses, including reasonable attorneys' fees, arising out of:



1. Customer's failure to obtain required permits, licenses, or consents necessary to enable Bluepeak to provide the Services (e.g., landlord permissions or local construction licenses). This provision does not include permits, licenses, or consents related to Bluepeak's general qualification to conduct business;
 2. Customer's transmissions, or transmissions by parties authorized by Customer, of, information, data, or messages over the Bluepeak-provided network leading directly or indirectly to third-party claims: (1) for libel, slander, invasion of privacy, infringement of copyright, and invasion or alteration of private records or data; (2) for infringement of patents arising from the use of equipment, hardware or software not provided by Bluepeak; and (3) based on transmission and uploading of information that contains viruses, worms, other destructive media or other unlawful content; or
 3. Bluepeak's failure to pay any tax to the extent that Bluepeak relied on Customer's claimed exemption under applicable law.
3. **Bluepeak Indemnification.** Bluepeak will indemnify, defend, and hold harmless Customer, Customer's officers, directors, agents, and employees against third-party claims enforceable in the United States alleging that Services as provided infringe any third-party United States patent or copyright or contain misappropriated third-party trade secrets. Bluepeak's obligations under this Section will not apply if the infringement or violation is caused by Customer's modification to Bluepeak-provided software, equipment, or Services; combination of Bluepeak-provided Services or products with other services or products; functional or other specifications that were provided by or requested by Customer; or Customer's continued use of infringing Services after Bluepeak provides reasonable notice to Customer of the infringement. For any third-party claim that Bluepeak receives, or to minimize the potential for a claim, Bluepeak may, at its sole option, procure the right for Customer to continue using the Services; replace or modify the Services with comparable Services; or terminate the affected Services or this Agreement.
 4. **Rights of Indemnified Party.** To be indemnified, the party seeking indemnification must promptly notify the other party in writing of the claim (unless the other party already has notice of the claim); give the indemnifying party full and complete authority, information and reasonable assistance for the claim's defense and settlement; and not, by any act, admission, or acknowledgement, materially prejudice the indemnifying party's ability to satisfactorily defend or settle the claim. The indemnifying party will retain the right, at its option, to settle or defend the claim, at its own expense and with its own counsel, so long as such settlement does not result in any admission of guilt or liability on the part of the indemnified party, imposes any obligation or liability on the indemnified party, or has a judicially binding effect on the indemnified party (other than monetary liability for which the indemnified party is indemnified by the indemnifying party). The indemnified party will have the right, at its option, to participate in the settlement or defense of the claim, with its own counsel and at its own expense, but the indemnifying party will retain sole control of the claim's settlement or defense.
 5. **Remedies.** The foregoing provisions of this Section state the entire liability and obligations of the indemnifying party and any of its Affiliates or licensors, and the exclusive remedy of the indemnified party, with respect to the claims described in this Section 12.
13. **TERM AND TERMINATION.**
 1. **Agreement Term.** The period set forth in the Order during which Bluepeak provides Services to Customer is defined as the "Agreement Term." This Agreement applies from the Effective Date until the Agreement Term expires or terminates. Bluepeak will not accept Orders for Services after expiration of the Agreement Term, but this Agreement will continue to apply to Orders properly placed during the Agreement Term. If Customer continues to use maintenance or managed Services following the termination or expiration of the Agreement Term or an Order issued during the Agreement Term for such Services, Bluepeak may, at its sole discretion, provide those Services on a time and material basis at Bluepeak's then-current rates without applying any discounts or credits under the Agreement, however, this Agreement will govern Bluepeak's provision of such Services.
 2. **Service Order Term.** Individual Orders may carry their own service Term and/or termination procedures that apply to that specific contracted Service, and in such case, such Term and procedures shall govern the service provided under the Order only.



3. **Termination by Either Party.** Except as otherwise provided herein, either party may terminate this Agreement, without liability of any kind, in the event of the other party's material breach that remains uncured thirty (30) days after the non-breaching party provides written notice of such breach. The Service may be terminated by Bluepeak, with or without notice: (i) if acts of Customer, including furnishing false credit information, indicate intent to defraud Bluepeak; (ii) Customer has not paid amounts due; or (iii) if Customer violates regulatory requirements, federal or state law or use of the Service in violation of Bluepeak acceptable use policy, data privacy/security policies, and/or any other terms and conditions applicable to the Services. Bluepeak may also terminate this Agreement or any Order for convenience by providing thirty (30) days advance written notice to Customer.
 4. **Early Termination.** In the event of any early termination other than for Bluepeak's material breach or Bluepeak's early termination for convenience, Customer shall pay the remaining months to fulfill the Term times the monthly Rate on the Order.
 5. **Term Expiration.** Upon Term expiration, Customer may continue the Service according to renewal options made available by Bluepeak (if any) at that time. If Customer does not elect an additional service period or does not request discontinuance, then the Service Term will automatically renew for the same service period.
 6. **Suspension of Services.** Bluepeak shall have the right, at its option, without prior notice, and in addition to any other rights of Bluepeak expressly set forth in this Agreement and any other remedies it may have under applicable law to suspend Services or any component thereof if Customer fails to comply with any applicable laws or regulations or this Agreement, including obtaining required access rights for Bluepeak, or if Customer or its end users' use of the Service is determined by Bluepeak, in its sole discretion, to result in a material degradation of the Bluepeak network until Customer remedies any such noncompliance or degradation. Any suspension shall not affect Customer's on-going obligation to pay Bluepeak any amounts due under this Agreement. If Bluepeak suspends any Service, Bluepeak may require the payment of reconnect or other charges before restarting the suspended Service.
14. **FORCE MAJEURE.**
1. Neither party shall be liable to the other, nor shall any remedy be extended, for any failure of performance under this Agreement due to causes beyond that party's reasonable control, including but not limited to: acts of God, fire, explosion, flood, earthquake, tornado, storms, any law, order, regulation, action or request of any government or regulatory entity or agency, or any civil or military authority; emergencies; civil unrest, insurrections, riots, wars; power failure, equipment failure, pandemic or epidemic, supply chain disruptions, material, supply or equipment shortages or delays, industrial or labor dispute, inability to obtain necessary supplies and other similar conditions or occurrences.
15. **GOVERNING LAW; ALTERNATE DISPUTE RESOLUTION.**
1. **Governing Law.** This Agreement and performance hereunder shall be governed by and construed in accordance with the laws of the State of South Dakota without regard to its choice of law provisions.
 2. **Waiver of Jury Trial and Class Action.** EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO A JURY TRIAL AND ANY RIGHT TO PURSUE ANY CLAIM OR ACTION RELATING TO THIS AGREEMENT ON A CLASS OR CONSOLIDATED BASIS OR IN A REPRESENTATIVE CAPACITY.
 3. **Alternate Dispute Resolution.** Any dispute arising out of or relating to this Agreement, including the alleged breach, termination, validity, interpretation, and performance thereof ("Dispute") shall be resolved with the following procedures: Upon written notice of any Dispute, the parties shall attempt to resolve it promptly by negotiation between executives who have authority to settle the Dispute and this process should be completed within 30 days (the "Negotiation"). Any Dispute not resolved through Negotiation shall be resolved by arbitration in accordance with the Federal Arbitration Act (and other applicable federal law). The party desiring to arbitrate the Dispute shall first notify the other and the parties shall work together to determine a mutually acceptable time and location. The arbitration will be held at a regional location in the State of Colorado using one arbitrator agreed to by the parties, unless the Dispute exceeds one million dollars (USA) in which case there shall be three arbitrators, as a panel, one chosen by each party and the third chosen by the two arbitrators chosen by the parties. The arbitrators may award costs and/or attorneys' fees to the prevailing party. The parties further agree that the arbitrator shall have



no authority to award non-monetary or equitable relief, and any monetary award shall not include punitive damages. Nothing contained in this section will limit either party's ability to seek injunctive relief in any court. The decision of the three-arbitrator panel shall be final and binding, except for any appellate right which may exist under the Federal Arbitration Act. The parties will arbitrate disputes in confidence, including the results thereof, all of which shall be subject to the confidentiality provisions of this Agreement as if such information was the confidential information of the other party. Each party shall bear its own costs incurred in connection with the arbitration. Other costs will be allocated as the arbitrator directs. THE PARTIES HEREBY IRREVOCABLY WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY COURT IN ANY ACTION FOR THE ADJUDICATION OF SUCH CLAIM OR DISPUTE.

16. ASSIGNMENT.

- 1. Customer may not assign any rights or obligations under this Agreement or an Order without Bluepeak's prior written consent, except that Customer may assign the Agreement, after 30 days prior written notice to Bluepeak, to an Affiliate or an entity that has purchased all or substantially all of Customer's assets. Bluepeak may assign this Agreement or an Order, in whole or in part, without Customer's consent.

17. NOTICES.

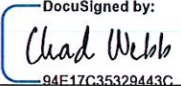
- 1. Notices required under this Agreement must be submitted in writing to the Party's address for notice listed in this Agreement or Order and, in the case of a dispute, notices must also be sent to: in the case of Bluepeak: Clarity Telecom, LLC d/b/a Bluepeak Attn: Compliance Officer 5100 S. Broadband Lane Sioux Falls, SD 57108 in the case of Customer: to the address set forth on the applicable Order.

18. MISCELLANEOUS

- 1. **Entire Agreement.** This Agreement together with the Orders, constitute the entire agreement and understanding between the parties with respect to the subject matter hereof. This Agreement supersedes all prior understandings, promises, and undertakings, if any, made orally or in writing by or on behalf of the parties with respect to the subject matter of this Agreement, including without limitation any prior confidentiality or non-disclosure agreement between the parties regarding the purchase and sale of Services. Customer should also consult Bluepeak's website at the on-line location specified at the top of this Agreement to be sure that Customer is aware of the applicable Acceptable Use Policies, Network Management Practices, Privacy Policies, applicable tariffs, online product descriptions, and other policies or practices that are applicable to Customer's use of the Services (collectively "Policies"). Customer's use of the Services shall be deemed acknowledgment that Customer has read and agreed to the Policies as a part of this Agreement.

The individuals signing below hereby represent, warrant and covenant to each other, to Bluepeak, and to Customer, that they are duly authorized to execute and deliver this Agreement on behalf of the party for which they have signed, effective as of the date signed by Bluepeak.

BY EXECUTING THIS AGREEMENT BELOW, CUSTOMER ACKNOWLEDGES THAT THE PARTIES DESIRE TO RESOLVE ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT THROUGH ARBITRATION AND BY AGREEING TO ARBITRATION, CUSTOMER IS GIVING UP VARIOUS RIGHTS, INCLUDING THE RIGHT TO TRIAL BY JURY AND TO BRING CLAIMS AS CLASS ACTIONS.

BLUEPEAK
Signature: 
Print Name: Chad Webb
Title: Field Sales Rep - BAM - Rapid City

CUSTOMER
Signature: _____
Print Name: Lisa Schieffer
Title: _____
Date: _____
Tax ID #: 542183317



Service Address: 7055 Leisure Ln Summerset SD
57718

Phone:

CUSTOMER ACKNOWLEDGEMENT: By signing, I represent, warrant and acknowledge that: (i) I am at least 18 years of age and the owner of or tenant in the premises at the service location(s) identified in the Service Order and have authority to authorize the work or service specified in, and to be bound by, the Service Order and this Agreement; (ii) Clarity Telecom, LLC d/b/a Bluepeak may contact me at the phone number above (or such other phone number or email address provided by me to BLUEPEAK), which may include autodialed calls, pre-recorded or artificial voice messages, and mobile service commercial email messages; (iii) BLUEPEAK manages its Internet Network according to specific Practices and Procedures, which can be found at <https://www.mybluepeak.com>; (iv) the Agreement is subject to automatic renewal and early termination fees; and (v) I have read, understood and agree to the contractual terms and notices set forth in this Agreement, including those relating to the PHONE SERVICE E911 NOTICE. The applicable General Terms, Service Policies and Tariffs can be found at <https://www.mybluepeak.com> .

PIN # _____

BLUEPEAK requires that you create a 4-digit PIN that will be required when you request changes to your BLUEPEAK Business account. You agree that you are responsible for the security, confidentiality and use of your PIN and shall immediately notify BLUEPEAK if there has been an unauthorized release, use or compromise of any such PIN. If you share your PIN with employees, agents or others that interact with BLUEPEAK on your behalf and that representative is no longer authorized to make changes on your behalf, it will be your responsibility to immediately contact BLUEPEAK and change the PIN. BLUEPEAK is not liable for any loss, cost, expense, or other liability arising out of any unauthorized access to a service or Customer account by use of Customer's PIN.



Change Proposal Request

No. 4
(Not a Change Order)

Project Name:	Wastewater Treatment Plant Capacity Expansion	Owner's Project No. (if applicable):	NA
Project Owner:	City of Summerset	Regulatory Agency Project No. (if applicable):	NA
HDR Project No.	10333843	Initiated by:	<input checked="" type="checkbox"/> Engineer <input type="checkbox"/> Contractor
Contractor:	R.C.S. Construction, Inc.	Date:	October 31, 2023

Attention: The following change in the contract on this project is proposed. Please provide your proposed price for the cost of this change.

- A breakdown of cost shall be provided upon request by the Owner or Engineer.
- Work shall not commence until authorized by the Owner.

Description of the Proposed Change:

Sheet 00X100 – See attached revisions to the demo plan to address necessary changes to the sludge loadout piping to accommodate new site grading.

Sheet 00C105 – See attached revisions to site work to address necessary changes to the sludge loadout piping to accommodate new site grading.

By Chris Robinson

All work shall be in accordance with the terms, stipulations, and conditions of the original Contract Documents. If the work herein provided for is Approved by Change Order, the time of completion will be:

Increased Decreased Unchanged

by 0 calendar days.

This change will: Add Deduct No Change

\$ 16,246.78

Bob Conway - Project Manager

General Contractor

Date 1-08-2024

HDR Recommendation:

Recommend Acceptance
 Do Not Recommend Acceptance

By: HDR Engineering, Inc.

Date _____

Owner's Action:

Accepted Not Accepted

By: Owner

Date _____

R.C.S. CONSTRUCTION, INC. PROPOSAL COST SUMMARY

Subject: Summerset WWTP Expansion

Cost Proposal #04 - Modifications to the Sludge Loadout Area

Date: 1/8/2024

General Contractor:	MATERIAL	LABOR	EQUIP.	SUBS.
1 Demolition of Existing		\$450.00	\$50.00	
2 Install New Piping	\$50.00	\$450.00		
3 Place Concrete Pad	\$165.00	\$350.00		
4 Pipe Bollards	\$3,515.92	\$750.00	\$140.00	
Subcontractors/ Suppliers:				
1 Muth Electric				\$5,852.46
2 Core and Main	\$866.08			
3				
Taxes - Material - Equip 6.2%	\$298.81		\$12.35	
Labor Markup 26%		\$520.00		
TOTALS:	\$4,895.81	\$2,520.00	\$202.35	\$5,852.46

Overhead			
Material	10%		\$489.58
Subtotal			\$5,385.39
Labor	10%		\$252.00
Subtotal			\$2,772.00
Equipment	10%		\$20.24
Subs			\$5,852.46
Subtotal			\$6,075.05
GC - Profit	10%		\$1,423.24
Subtotal			\$15,655.67
Insurance	1.70%		\$266.15
Subtotal			\$15,921.82
Excise Tax	2.04%		\$324.96
Other	0.00%		\$0.00
Total Net Increase or Decrease			\$16,246.78

RECAP - Totals			
Contractor Costs			\$10,394.32
Subcontractor Costs			\$5,852.46
Net Increase or Decrease			\$16,246.78
Change in Working days			0

Signed: Bob Conway, Project Manager

Bob Conway, Project Manager
R.C.S. Construction

Run Date: 11/08/23

Quote



Customer # 136819
 Order # T920070
 Date Ordered 11/08/23
 Job # 202257
 Job Name SUMMERSET WWTP
 Customer Reference
 Purchase Order # OUR TRUCK
 Method of Shipment S165880
 Contract Order # BOB
 Ordered By CORE & MAIN LP
 Ship Via

Sold To:
 RCS CONSTRUCTION INC
 PO BOX 9337
 RAPID CITY, SD 57709 9337

Ship To:
 RCS CONSTRUCTION INC
 14240 GLENWOOD DRIVE
 SUMMERSET, SD 57769

Branch:
 RAPID CITY SD
 Branch - 132
 2808 E Hwy 44
 Rapid City, SD 57703
 Phone: 605-716-9427

Bid Seq#	Product Code	Description	Qty Ordered	Qty Shipped	Qty B/O	Net Price	UOM	Ext Price
	/05017567081	4" FLGXFLG DI SPOOL- 36" PR	1			696.70000	EA	696.70
	59VE58USA	4" AIS CERTIFIED #58 SCREW VLV BOX 14" EXT USA	1			76.98000	EA	76.98
	59VE2460USA	4" THRD DOMESTIC ALSO 18B/#6860 #60 SCREW VLV BOX 24" EXT USA THRD DOMESTIC EXTENSION ONLY	1			92.40000	EA	92.40

Terms in accordance with shipping manifest.

Special Instructions/Comments:

BID # 2682659 C/O # S165880
 BID NM: SUMMERSET WWTP EXPANSION-REVISED

Total Ordered: 866.08



Muth Electric Inc.



1825 Samco Road • Rapid City, SD 57702
PHONE (605) 341-3554 • FAX (605) 348-9762
www.muthelectric.com

December 1, 2023

R.C.S. Construction, Inc.
1314 Fountain Plaza Drive
Rapid City, SD 57702

Attn: Bob Conway

RE: Summerset WWTP Expansion
Summerset, SD
Muth Job# 3730

CPR No 4
Muth CO# C002

Dear Bob,

Muth Electric, Inc. would like to propose the following change order pricing for CPR 4. This pricing is for the moving of the sludge loadout control panel. This price does not include anything to extend the wired remote control cord. If that cord needed to be extended that would have to be priced in the future. The total for this change order request is **\$5,852.46**.

This change order pricing is good for 30 days.

If you have any questions regarding the pricing of this change order, please call me at 605-341-3554. Thank you for working with us on the project, we greatly appreciate your business.

Sincerely,
Muth Electric, Inc.

Scott Hall

Division Manager
Change Order
SH/kc

Acceptance of Proposal: The above prices, specifications
And conditions are satisfactory and are hereby accepted.
You are authorized to do the work as specified.

Date of Acceptance: _____

Signature: _____

Muth Electric, Inc.

Bid Summary Sheet

Estimate #: 58728 Location: Rapid City Muth Job Number: 3730
 Customer: R.C.S. Construction, Inc. Address: 1314 Fountain Plaza Drive, Rapid City, SD 57702
 Description: Field order no 5 move sludge loadout panel
 Estimated By: SH Checked By: Estimate Date: 11/17/2023 Revision Date:
 Submission Date Change Order Approved Proposed GC C/O #
 Status Executed Void Muth C/O #:
 Approval Date

Coordination Time	Hours
Superintendent Time:	0.00
Travel Time:	0.00
Miscellaneous Time:	0.00
Total (A)	0.00

	Material Cost	Labor Hours
Total from Estimate Item Detail	\$2,170.55	23.66
Misc Material and Labor: 3.00 %	\$65.12	0.71
Coordination Time		0.00
TOTAL MATERIAL (C) AND LABOR (D)	\$2,235.66	24.37
24.37 Regular Labor Hours @ \$54.00		\$1,315.97

Job Expense		
Tools, Scaffolds -	10 % of Labor Total	\$177.66
Safety -	6 % of Labor Total	\$106.59
Clean Up -	4 % of Labor Total	\$71.06
Warranty -	3 % of Labor Total	\$53.30
BIM Coordination -	4 % of Labor Total	\$71.06
Temporary Power		\$0.00
Cutting, Patching, Painting		\$0.00
Misc. Equipment Used		\$18.28
Use/Sales Tax 6.20 %		\$138.61
Inspection and Permit Fees		\$0.00
Field Incentive \$0.75 per hour		\$18.28
Material Storage		\$0.00
Freight		\$0.00
Mileage 0 Miles @ \$1.05 per Mile		\$0.00
Muth Equipment (Trench/Plow/Bhoe)		\$0.00
Equipment/Tools - Rental		\$0.00
mini excavator 4 Units x \$100.00		\$400.00
Muth Equipment #2 0 Units x \$0.00		\$0.00
Meals/ Lodging		\$0.00
Total Job Expenses (B)		\$1,054.84

0.00 Overtime Hours @ \$0.00		\$0.00
Labor Burden 35 %		\$460.59
Labor Total		\$1,776.56
Subcontracts		\$0.00
Job Expense (B)		\$1,054.84
Material Cost		\$2,235.66
Total Direct Cost		\$5,067.06
Overhead 10 %		\$506.71
Sub Total		\$5,573.77
Profit 5 %		\$278.69
Sub Total		\$5,852.46
SD Contractors Excise Tax 0 %		\$0.00
Sub Total		\$5,852.46
Performance Bond		\$0.00
Total		\$5,852.46

SubContractor Report

Subcontractor Name:	PO Number:	Phase:	Amount:
none	0	0	\$0.00
			\$0.00

Muth Electric - Estimate Detail Report

Muth Job Number: 3730

Estimate#: 58728 Estimated By: SH

Customer: R.C.S. Construction, Inc.

Job Desc: Field order no 5 move sludge loadout panel

Location: Rapid City

Muth Item #	Description	Quantity	Material Cost	Material Extension	Labor Units	Labor Units Extension
PVC200	2" SCH 40 PVC CONDUIT	100	3.1174	\$311.74	0.0364	3.64
PVC20090	2" PVC 90 DEGREE SWEEP ELL	2	5.76875	\$11.54	0.2093	0.42
PVCCP100	1" PVC COUPLING	8	0.455	\$3.64	0.0663	0.53
ST200	2" SEALTIGHT CONDUIT	6	10.1088	\$60.65	0.0663	0.40
STCN200	2" SEALTITE CONNECTOR DC	2	27.39555	\$54.79	0.2015	0.40
PVCFCN200	2" PVC FEMALE ADAPT/CONN	2	1.56	\$3.12	0.1664	0.33
GTAP20	2/0 GUTTERTAP CONNECTOR	6	12.363	\$74.18	0.2600	1.56
SSSTRUT150	1-5/8 STAINLESS STEEL STRUT	20	19.2504	\$385.01		
ARC200	2"ALUMINUM RIGID CONDUIT	40	8.19	\$327.60	0.0780	3.12
LB200	2" LB DC W/ COV & GASK	4	31.3742	\$125.50	0.5902	2.36
THHN12	#12 THHN COPPER WIRE SOLID	1300	0.2028	\$263.64	0.0023	3.04
THHN6	#6 THHN COPPER WIRE STRD	300	0.9984	\$299.52	0.0074	2.22
	GEL SPLICE KIT	16	15.6	\$249.60	0.0260	0.42
	DIG AND INTERCEPT	1	0	\$0.00	5.2000	5.20
Totals				<u>\$2,170.53</u>		<u>23.64</u>

Memo

Date: Friday, December 08, 2023
Project: Tract 4 & Tract 5 of Lenora's Acres Subdivision
To: Lisa Schieffer, City Administrator
From: HDR, Inc
Subject: Plat Review

General

1. For the proposed lot sizes, Meade County Ordinance 20 requires 1 geotechnical bore of at least 15' in depth be completed by a geotechnical engineer. Findings shall be submitted to the City.
2. A letter of approval from the fire department shall be submitted to the City.
3. Provide proposed driveway locations for the proposed lots.
4. Provide proof of notification to all contiguous neighbors by Certified Mail Receipts.
5. For Final Plat remove "Survey" from the title.
6. Plat certificates need to match those in Summerset Ordinance 151.053.D.
Highway/Streets authority for this plat will be Meade County.

Water

7. Application indicated water would be provided by a public entity, who is providing the water? A letter from the water entity of their intent to provide service needs to be provided to the City.

Sewer

8. The application did not indicate the sewer plan. If septic systems are planned, Meade County subdivision ordinance requires documentation that soils and lot size of each lot would support a private sewage system meeting the requirements set forth by Meade County Ordinance 33.

Drainage

9. Need to provide a drainage plan.



COMMUNITY PLANNING & DEVELOPMENT SERVICES

City of Summerset

12150 Siouxland Dr., Summerset, SD 57718

Phone: (605) 718-9858

Fax: (605) 718-9883

Web: www.summerset.us

APPLICATION FOR DEVELOPMENT REVIEW

RECEIVED
BY: DEC 28 2023

REQUEST (please check all that apply)

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

- Subdivision
 - Layout Plan
 - Preliminary Plat
 - Final Plat
 - Minor Plat
- 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 2 of the NW1/4 NE1/4 and Unplatted Land in the NE1/4 NE1/4, Section 9, Township 2 North, Range 7 East of the Black Hills Meridian, Meade County, SD
PROPOSED	Tract 4 and Tract 5 of LeNora's Acres Subdivision
LOCATION	Intersection of Peaceful Pines Road and Erickson Ranch Road
Size of Site-Acres	3.0 Acres
Square Footage	
Proposed Zoning	
DESCRIPTION OF REQUEST:	To Re-Plat Lot 2 and the Unplatted parcel into two tracts
	Utilities: Private / Public
	Water Public
	Sewer

APPLICANT

Name Darlene Gilby Phone 605-390-0787
 Address 7393 Deadwood Ave. North
 City, State, Zip Rapid City, SD 57702

PROJECT PLANNER - AGENT

Name D. C. Scott Surveyors, Inc. Phone 605-393-2400
 Address 3153 Anderson Road
 City, State, Zip Rapid City, SD 57703

OWNER OF RECORD (If different from applicant)

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

Darlene Gilby 12/28/23
 Property Owner Signature Date

Property Owner Signature Date

Signature _____ Date _____
 Print Name: Darlene Gilby
 Title*: _____

Signature _____ Date _____
 Print Name: _____
 Title*: _____

*required for Corporations, Partnerships, etc.

FOR STAFF USE ONLY

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

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

Planning and Zoning Meeting Date: _____ Covenants filing fee? Yes No
 Commission Meeting Date: _____
 Date Paid: _____ Payment Type: Cash Check Credit Card

PREPARED BY:
D.C. Scott
 SURVEYORS, INC.
 3105 ANDERSON ROAD
 SIOUX FALLS, SD 57105
 (605) 336-3400

TRACT 4 AND TRACT 5 OF LENORA'S ACRES SUBDIVISION
 LOCATED IN THE N½, NE¼ OF SECTION 9,
 TOWNSHIP 2 NORTH, RANGE 7 EAST OF THE BLACK HILLS MERIDIAN,
 MEADE COUNTY, SOUTH DAKOTA.
 DECEMBER, 2023

SCALE IN FEET
 0 50 100 150 200

- LEGEND**
- ★ FOUND IRON ROD WITH CAP U.S. 5333.
 - FOUND PROPERTY CORNER MONUMENT, IRON ROD WITH CAP U.S. 5333.
 - FOUND PROPERTY CORNER MONUMENT, IRON ROD WITH CAP U.S. 4897.
 - ▲ FOUND IRON ROD, NO CAP.
 - ✱ FOUND IRON PIPE, NO CAP.
 - SET 5/8" IRON ROD W/ALUMINUM CAP MARKED "DEAN SOUTH, U.S. 4897".
 - (R) DIMENSION OF RECORD.
 - (M) MEASURED THIS SURVEY.
 - EASEMENT LINE.

LINE AND CURVE TABLE

L1	S 00°07'35"E	116.38'
L2	N 07°02'20"E	110.31'
L3	N 89°33'21"E	340.00'
L4	N 89°33'21"E	340.00'
C1	Δ 02°51'30"(R)	05°51'30"(R)
	R=845.15'(RΔ)	
	L=86.42'(RΔ)	
	CH=61.33'(RΔ)	
	S 89°33'22"E	

- NOTES**
- UTILITY AND MINOR DRAINAGE EASEMENTS ARE RESERVED 16 FEET WIDE ON THE INTERIOR SIDE OF ALL LOT LINES.
 - IF THE SUBDIVISION SHOWN HEREIN IS ADJACENT TO AN EXISTING HIGHWAY, THE DEVELOPER OF THIS SUBDIVISION SHALL BE RESPONSIBLE FOR PROTECTING SUCH BODY OF WATER FROM POLLUTION FROM SEWAGE FROM SUCH SUBDIVISION. BEARING ORIENTATION IS WGS84 BASED ON GPS OBSERVATION.
 - PORTIONS OF THIS PROPERTY LIE WITHIN THE SPECIAL INSURANCE DATE MAP 46083272AF ISSUED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, DATED SEPTEMBER 16, 2011.
 - THE MAJOR DRAINAGE EASEMENT SHOWN HEREON SHALL BE DEPTERED OF ALL OBSTRUCTIONS, FENCES, HEDGES, TREES, SHRUBS, AND FIREWOOD STAKES OR PILES. THE EASEMENT GRANTS TO ALL PUBLIC AUTHORITIES THE RIGHT TO CONSTRUCT, MAINTAIN, AND OPERATE ANY AND ALL SUCH IMPROVEMENTS AND STRUCTURES AS THEY DEEM EXPEDIENT TO FACILITATE DRAINAGE FROM ANY SOURCE. FRONT AND REAR BUILDING ENVELOPE: "25". SIDE LOT BUILDING ENVELOPE: "16" (SEE NOTE 1).

SURVEYOR'S STATEMENT

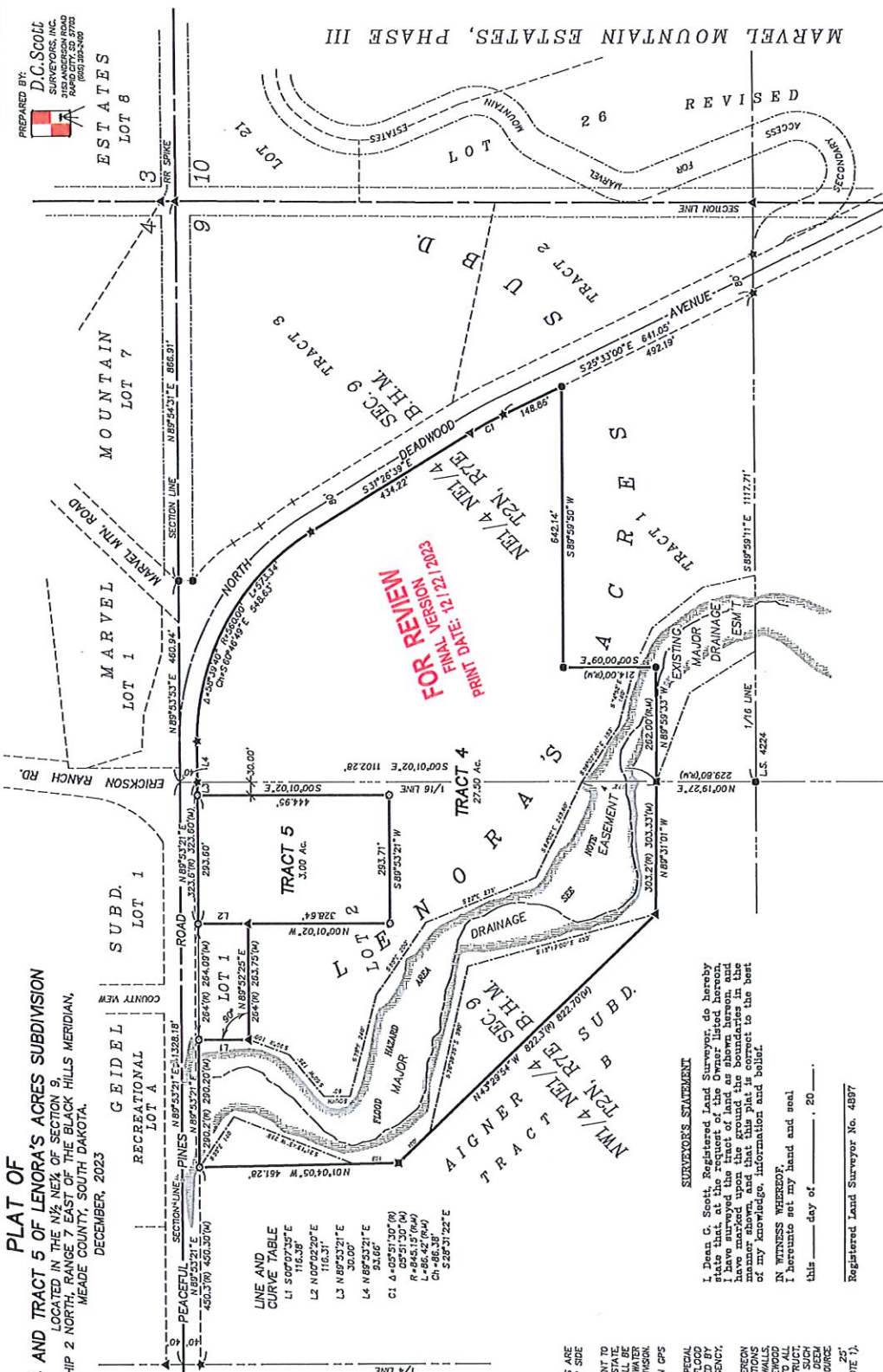
I, Dean G. Scott, Registered Land Surveyor, do hereby state that at the request of the Owner listed hereon, I have surveyed the tract of land as shown hereon and in the manner shown, and that this plat is correct to the best of my knowledge, information and belief.

IN WITNESS WHEREOF,
 I hereunto set my hand and seal

this _____ day of _____, 20_____

Registered Land Surveyor No. 4897

FOR REVIEW
 FINAL VERSION
 PRINT DATE: 12/21/2023



PLAT OF
TRACT 4 AND TRACT 5 OF LENORA'S ACRES SUBDIVISION
LOCATED IN THE N½ NE¼ OF SECTION 9,
TOWNSHIP 2 NORTH, RANGE 7 EAST OF THE BLACK HILLS MERIDIAN,
MEADE COUNTY, SOUTH DAKOTA.
DECEMBER, 2023

PREPARED BY:
 **D.C. Scott**
SURVEYORS, INC.
3153 ANDERSON ROAD
RAPID CITY, SD 57703
(605) 333-2400

FOR REVIEW
FINAL VERSION
PRINT DATE: 12/22/2023

OWNER'S CERTIFICATE

I, Darlene Gilby, do hereby certify that I am the Owner of the land shown and described hereon, and that I did authorize and do join in and approve the survey and plat. I further certify that the development of this land shall conform to all existing applicable zoning, subdivision, and erosion and sediment control regulations.

IN WITNESS WHEREOF,
I hereunto set my hand

this ____ day of _____, 20____. _____
Darlene Gilby, Owner

ACKNOWLEDGEMENT OF OWNER

STATE OF SOUTH DAKOTA }
COUNTY OF _____ } SS

On this ____ day of _____, 20____, before me, the undersigned officer, personally appeared Darlene Gilby, known to me to be the person who executed the foregoing Owners Certificate, and acknowledged to me that he executed the same for the purposes therein contained.

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

_____, my commission
Notary Public expires:

RESOLUTION OF GOVERNING BOARD

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

- a. the system of streets set forth therein conforms to the system of streets of existing plats of the City.
- b. all provisions of the City Subdivision regulations have been complied with,
- c. all taxes and special assessments upon the property have been fully paid,
- d. the plat and survey of the land have been lawfully executed,

NOW THEREFORE, BE IT RESOLVED: that said plat is hereby approved in all respects. Dated this ____ day of _____, 20____.

_____, Mayor of the City of Summersset Attest: City Finance Officer

CERTIFICATE OF FINANCE OFFICER

I, Finance Officer of the City of Summersset, South Dakota, do hereby certify that all special assessments which are liens upon the land described hereon, as shown by the records of my office, are fully paid.

Dated this ____ day of _____, 20____. _____
Finance Officer,
City of Summersset

CERTIFICATE OF PLANNING COMMISSION

The Summersset Planning and Zoning Board has reviewed this plat on the ____ day of _____, 20____, and has provided a recommendation to the Board of Commissioners of the City of Summersset, South Dakota.

Dated this ____ day of _____, 20____. _____
Member of the Summersset
Planning and Zoning Board

COUNTY TREASURER'S CERTIFICATE

I, Treasurer of Meade County, South Dakota, do hereby certify that all taxes which are liens upon the land described hereon, as shown by the records of my office, are fully paid.

Dated this ____ day of _____, 20____. _____
Meade County Treasurer

CERTIFICATE OF HIGHWAY OR STREET AUTHORITY

Per SDCL 11-3-12.1 access to this property from the abutting Highway or Street is approved. Specific approach location and configuration must conform to all current Highway and/or Street regulations.

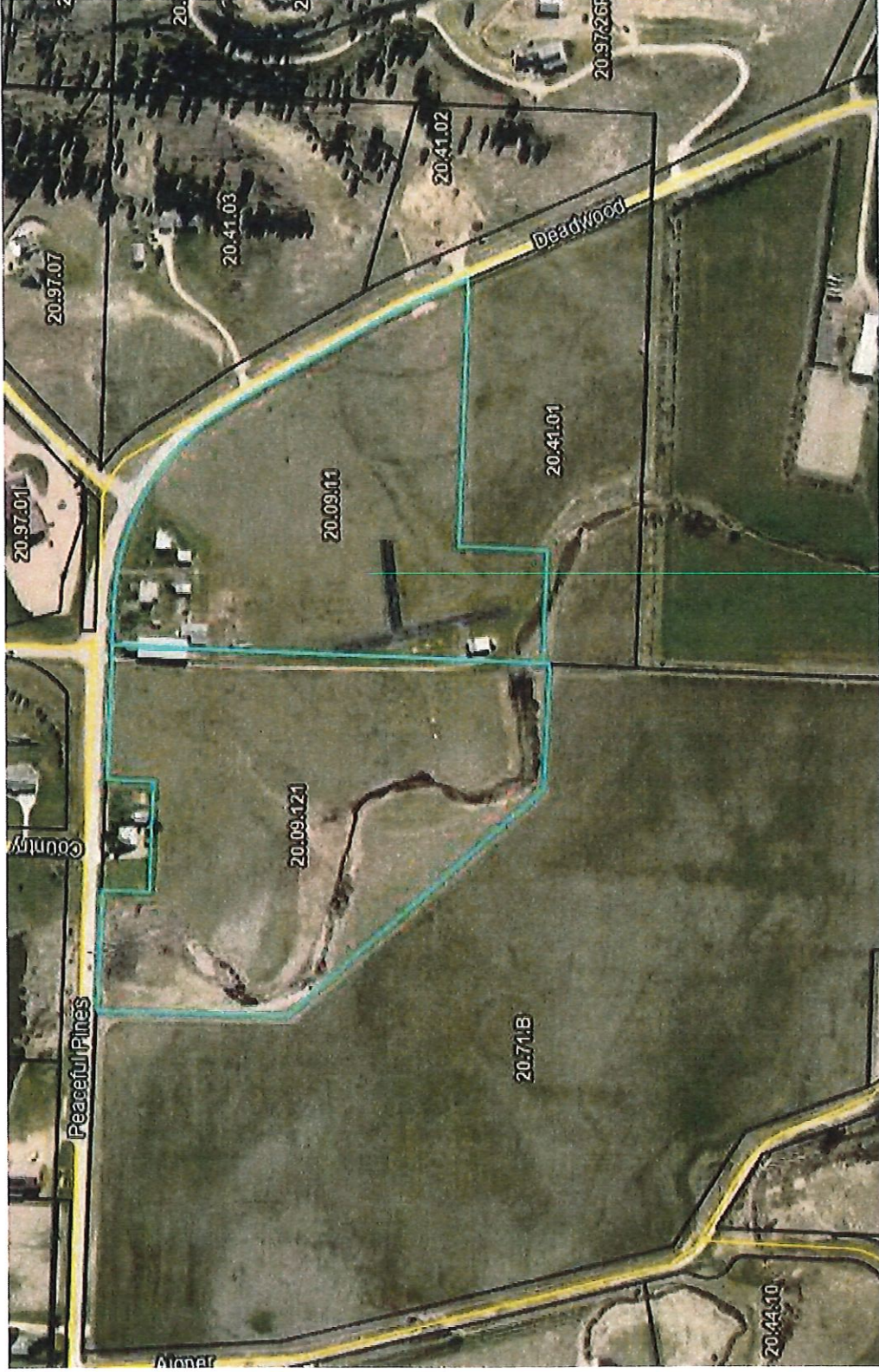
Dated this ____ day of _____, 20____. _____
Highway or Street Authority

CERTIFICATE OF DIRECTOR OF EQUALIZATION

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

Dated this ____ day of _____, 20____. _____
Meade County
Director of Equalization

CERTIFICATE OF REGISTER OF DEEDS



Owner Address GILBY, DARLENE
7395 DEADWOOD AVE NORTH
RAPID CITY SD 57702

Alternate ID n/a
Class NAACS
Acreage n/a



12-14-2023

Plat Review

Plat of Lot 3 of Norman Estates Subdivision

Located in the NW 1/4 of the SW 1/4 Section 5, Township 2 North, Range 7 East, Black Hills Meridian, Meade County, South Dakota

General Information:

Parcel Acreage 4.753 acres

Location Meade County

Date of Application 9-4-2023

Reviewed By: **Lindsay Shagla, HDR Engineering, Inc.**

Purpose: Platting a lot for future sale.

Access and Utilities: Waiting for letter on access approval from Meade County. Gas and fiber are shown on provided map. Is there any power, water, etc. in the adjacent right-of-way? Black Hawk Water has indicated they intend to provide service.

Fire Protection: By Black Hawk Volunteer Fire Department.

Drainage: The intent of the property is to be sold to a commercial business. A drainage plan will be required as part of the commercial business permit.

Final Plat Review:

Bearings and distances close on the plat.

Acreages also need to be listed in square footage.

Proposed Lot 3 is overlapping the existing Lot U1.

Lot U1 is shown as a parcel of land for utility use, will there be an access easement needed to place an approach in it? Or is there an existing access easement for the existing approach?



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 Final Plan
 - Major Amendment
 - Minimal Amendment
- Subdivision
 - Layout Plan
 - Preliminary Plat
 - Final Plat
 - Minor Plat
- Rezoning
- Road Name Change

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

LEGAL DESCRIPTION (Attach additional sheets as necessary)

EXISTING		
Part of NE1/4 SW1/4 of Section 5, T2N, R7E of the BHM, Meade County, SD		
PROPOSED Lot 3 of Norman Estates Subdivision		
LOCATION Off of Foothills Road		
Size of Site—Acres 4.753 Acres	Square Footage	Proposed Zoning
DESCRIPTION OF REQUEST: Plat and separate a piece of Commercially zoned property from remaining agricultural land		Utilities: Private / Public
		Water
		Sewer

APPLICANT

Name Thomas Norman Phone 605-430-9839
 Address P. O. Box 767 E-mail norman.ranch@gmail.com
 City, State, Zip Black Hawk, SD 57718 Signature Thomas W. Norman Date _____

PROJECT PLANNER - AGENT

Name D. C. Scott Surveyors Phone 605-393-2400
 Address 3153 Anderson Road E-mail surveyor@epelis.net
 City, State, Zip Rapid City, SD 57703 Signature _____ Date 09-04-2023

OWNER OF RECORD (If different from applicant)

Name Thomas W. Norman and Joseph F. Norman Phone 605-430-9839
 Address P. O. Box 767 E-mail norman.ranch@gmail.com
 City, State, Zip Black Hawk, SD 57718

Joseph F. Norman 9/19/2023 X Thomas W. Norman 9/14/2023
 Property Owner Signature Date Property Owner Signature Date

Signature _____ Date _____ Signature _____ Date _____
 Print Name: Joseph F. Norman 9/19/2023 Print Name: THOMAS W. NORMAN 9/14/2023
 Title*: owner Title*: NORMAN.RANCH@EMAIL.COM OWNER

*required for Corporations, Partnerships, etc.

FOR STAFF USE ONLY

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

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

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

Payment Type: Cash Check Credit Card

LEGEND

- FOUND IRON ROD WITH CAP SET BY VASKIETZ, L.S. 7719.
- FOUND GRAVEL STONE WGL
- SET IRON ROD WITH CAP MARKED "SCOTT, L.S. 4897".
- (U) MEASURED THIS SURVEY.
- (R) DIVISION OF RECORD FROM PLATS IN PLAT BOOK 22, PG. 154, 156, AND 333, M.C.R.D.

NORMAN ESTATES SUBDIVISION

A PLAT OF LOT 3 OF
 NORMAN ESTATES SUBDIVISION
 LOCATED IN THE NE 1/4 SW 1/4 OF SECTION 5,
 TOWNSHIP 2 NORTH, RANGE 7 EAST OF THE BLACK HILLS MERIDIAN,
 MEADE COUNTY, SOUTH DAKOTA.

SEPTEMBER, 2023

T3N SEC. 32
 T2N SEC. 5

LINE AND CURVE TABLE

L1	H54°33'28"E (U)	C1	A=23°37'09"
	H52°23'55"E (U)		R=1041.35'(U)
	105.50'		L=1041.52'(U)
L2	N59°03'41"W (P)		L=429.35'
	N81°13'14"W (U)	Ch	=H45°24'39"W
	348.42'(U)		426.32'
	348.31'(U)	C2	A=10°29'10"
L3	N62°15'13"E (U)		R=1041.35'(U)
	N60°00'29"W (U)		L=1041.52'(U)
	113.95'(U)		L=190.82'
	116.12'(U)	Ch	=H32°21'30"W
			190.35'
L4	N02°15'13"E (U)		
	N00°00'29"W (U)	C3	Δ=26°05'53"
	53.53'(U)		R=1141.35'(U)
	53.28'(U)		L=1141.54'(U)
L5	S65°01'28"W (U)		L=559.82'
	S60°01'58"W (U)	Ch	=H47°10'17"W
	135.04'(U)		554.92'
	135.02'(U)		

FOR REVIEW
 PRINT DATE 09-05-2023

SURVEYOR'S STATEMENT

I, Dean C. Scott, Registered Land Surveyor, do hereby state that, at the request of the Owners listed hereon, I have surveyed the tract of land as shown hereon, and have marked upon the ground the boundaries in the manner shown, and that this plat is correct to the best of my knowledge, information and belief. Certain easements, restrictions, or other property rights of public record or private agreement may not be shown.

IN WITNESS WHEREOF,

I hereunto set my hand and seal

this _____ day of _____, 20____
 Reg. Land Surveyor No. 4897

OWNER'S CERTIFICATE

We, Thomas W. Norman and Joseph F. Norman, do hereby certify that we are the Owners of the land shown and described hereon, and that we did authorize and do join in and approve the survey and plat. We further certify that the development of this land shall conform to all existing applicable zoning, subdivision, and erosion and sediment control regulations.

IN WITNESS WHEREOF, We hereunto set our

hands this _____ day of _____, 20____.

Thomas W. Norman, Owner
 Joseph F. Norman, Owner

ACKNOWLEDGEMENT OF OWNER

STATE OF SOUTH DAKOTA }
 COUNTY OF _____ } SS

On this _____ day of _____, 2023, before me, the undersigned officer, personally appeared Thomas W. Norman and Joseph F. Norman, known to me to be the persons who executed the foregoing Owner's Certificate, and acknowledged to me that they executed the same for the purposes therein contained.

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

_____, my commission expires:
 Notary Public

COUNTY TREASURER'S CERTIFICATE

I, Treasurer of Meade County, South Dakota, do hereby certify that all taxes which are liens upon the land described hereon, as shown by the records of my office, are fully paid.

Dated this _____ day of _____, 20____.

 Meade County Treasurer

PLANNING COMMISSION CERTIFICATE

I, hereby certify that the Summerset Planning and Zoning Board has reviewed this plat on the _____ day of _____, 20____, and has provided a recommendation to the Board of Commissioners.

Dated this _____ day of _____, 20____.

 Member, Summerset Planning Commission

CERTIFICATE OF HIGHWAY OR STREET AUTHORITY

Per SDCL 11-3-12.1 access to this property from the abutting Highway or Street is approved. Specific approach location and configuration must conform to all current Highway and/or Street regulations.

Dated this _____ day of _____, 20____.

 Highway or Street Authority

NOTES

1. UTILITY AND MINOR DRAINAGE EASEMENTS ARE GRANTED EIGHT FEET WIDE ON THE INTERIOR SIDE OF ALL LOT LINES. REMOVAL OR MODIFICATION OF ANY CONSTRUCTION OR IMPEDIMENT TO SUCH AN EASEMENT SHALL BE THE FINANCIAL RESPONSIBILITY OF THE LANDOWNER.
2. THIS PROPERTY LIES WITHIN THE LIMITS OF FEMA FIRM PANEL 48099C 1701E, DATED SEP. 16, 2011, AND IS DEPICTED THEREON AS LYING OUTSIDE OF ANY SPECIAL FLOOD HAZARD AREA. THE LOCATION OF THE FLOOD PLAIN MAY BE SUBJECT TO CHANGE.

RESOLUTION OF GOVERNING BOARD

WHEREAS there has been presented to the Board of Commissioners, the within plat of the above described lands, and it appears to this Board of Commissioners that:

- a. the system of streets set forth therein conforms to the system of streets of existing plats of the municipality,
- b. all provisions of any City subdivision regulations have been complied with,
- c. all taxes and special assessments upon the property have been fully paid,
- d. the plat and survey of the land have been lawfully executed,

NOW THEREFORE, BE IT RESOLVED: that said plat is hereby approved in all respects. Dated this _____ day of _____, 20____.

Mayor
 City of Summerset

Attest: Finance Officer
 City of Summerset

FINANCE OFFICER'S CERTIFICATE

I, Finance Officer of the City of Summerset, South Dakota, do hereby certify that all special assessments which are liens upon the land described hereon, as shown by the records of my office, are fully paid.

Dated this _____ day of _____, 20____.

 Finance Officer of the City of Summerset

CERTIFICATE OF DIRECTOR OF EQUALIZATION

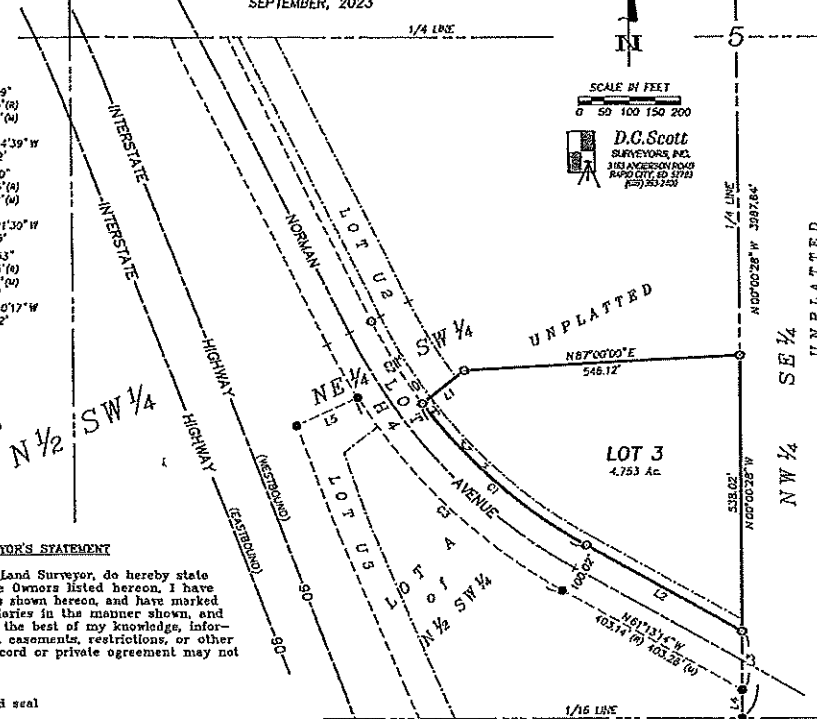
I, Director of Equalization of Meade County, South Dakota, do hereby certify that I have a copy of the within described plat in my office.

Dated this _____ day of _____, 20____.

 Meade County Director of Equalization

CERTIFICATE OF REGISTER OF DEEDS

FOR REVIEW
 PRINT DATE 09-05-2023



LEGEND

- FOUND IRON ROD WITH CAP SET BY VASKNETZ, L.S. 2719.
- ⊗ FOUND ORIGINAL STONE MON.
- ⊙ SET IRON ROD WITH CAP MARKED "SCOTT, L.S. 4897".
- (M) MEASURED THIS SURVEY.
- (R) DIMENSION OF RECORD FROM PLATS IN PLAT BOOK 22, PG. 154, 155, AND 333, M.C.R.D.

NORMAN ESTATES SUBDIVISION

A PLAT OF LOT 3 OF
 NORMAN ESTATES SUBDIVISION
 LOCATED IN THE NE 1/4 SW 1/4 OF SECTION 5,
 TOWNSHIP 2 NORTH, RANGE 7 EAST OF THE BLACK HILLS MERIDIAN,
 MEADE COUNTY, SOUTH DAKOTA.
 SEPTEMBER, 2023

T3N SEC. 9E
 T2N SEC. 6

LINE AND CURVE TABLE

L1 N54°33'28"E (M) N52°23'55"E (M) 105.50'	C1 Δ=23°37'09" R=1041.35' (M) 1041.52' (M)
L2 N59°03'41"W (M) N61°13'14"W (M) 348.42' (M) 348.31' (M)	L=429.35' Ch=N49°24'39"W 426.32'
L3 N02°15'13"E (M) N00°00'28"W (M) 113.99' (M) 114.12' (M)	C2 Δ=10°29'10" R=1041.35' (M) 1041.52' (M) L=190.62' Ch=N32°21'30"W 190.35'
L4 N02°15'13"E (M) N00°00'28"W (M) 53.53' (M) 55.28' (M)	C3 Δ=28°05'53" R=1141.35' (M) 1141.54' (M) L=559.82'
L5 S65°51'28"W (M) S68°01'58"W (M) 135.04' (M) 135.02' (M)	Ch=N47°10'17"W 554.22'

FOR REVIEW
 PRINT DATE 09-05-2023

SURVEYOR'S STATEMENT

I, Dean G. Scott, Registered Land Surveyor, do hereby state that, at the request of the Owners listed hereon, I have surveyed the tract of land as shown hereon, and have marked upon the ground the boundaries in the manner shown, and that this plat is correct to the best of my knowledge, information and belief. Certain easements, restrictions, or other property rights of public record or private agreement may not be shown.

IN WITNESS WHEREOF,
 I hereunto set my hand and seal

this ____ day of _____, 20____
 Reg. Land Surveyor No. 4697

OWNER'S CERTIFICATE

We, Thomas W. Norman and Joseph F. Norman, do hereby certify that We are the Owners of the land shown and described hereon, and that We did authorize and do join in and approve the survey and plat. We further certify that the development of this land shall conform to all existing applicable zoning, subdivision, and erosion and sediment control regulations.

IN WITNESS WHEREOF, We hereunto set our

hands this ____ day of _____, 20____.

 Thomas W. Norman, Owner

 Joseph F. Norman, Owner

ACKNOWLEDGEMENT OF OWNER

STATE OF SOUTH DAKOTA }
 COUNTY OF _____ } SS

On this ____ day of _____, 2023, before me, the undersigned officer, personally appeared Thomas W. Norman and Joseph F. Norman, known to me to be the persons who executed the foregoing Owner's Certificate, and acknowledged to me that they executed the same for the purposes therein contained.

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

 Notary Public

my commission expires: _____

COUNTY TREASURER'S CERTIFICATE

I, Treasurer of Meade County, South Dakota, do hereby certify that all taxes which are liens upon the land described hereon, as shown by the records of my office, are fully paid.

Dated this ____ day of _____, 20____.

 Meade County Treasurer

PLANNING COMMISSION CERTIFICATE

I, hereby certify that the Summerset Planning and Zoning Board has reviewed this plat on the ____ day of _____, 20____, and has provided a recommendation to the Board of Commissioners.

Dated this ____ day of _____, 20____.

 Member, Summerset Planning Commission

CERTIFICATE OF HIGHWAY OR STREET AUTHORITY

Per SDCL 11-3-12.1 access to this property from the abutting Highway or Street is approved. Specific approach location and configuration must conform to all current Highway and/or Street regulations.

Dated this ____ day of _____, 20____.

 Highway or Street Authority

 Highway or Street Authority

NOTES

1. UTILITY AND MINOR DRAINAGE EASEMENTS ARE GRANTED EIGHT FEET WIDE ON THE INTERIOR SIDE OF ALL LOT LINES. REMOVAL OR MODIFICATION OF ANY OBSTRUCTION OR IMPEDIMENT TO SUCH AN EASEMENT SHALL BE THE FINANCIAL RESPONSIBILITY OF THE LANDOWNER.
2. THIS PROPERTY LIES WITHIN THE LIMITS OF FEMA FIRM PANEL 46093C 1791F, DATED SEPT. 16, 2011, AND IS DEPICTED THEREON AS LYING OUTSIDE OF ANY SPECIAL FLOOD HAZARDOUS AREA. THE LOCATION OF THE FLOOD PLAN MAY BE SUBJECT TO CHANGE.

RESOLUTION OF GOVERNING BOARD

WHEREAS there has been presented to the Board of Commissioners, the within plat of the above described lands, and it appears to this Board of Commissioners that:

- a. the system of streets set forth therein conforms to the system of streets of existing plats of the municipality,
- b. all provisions of any City subdivision regulations have been complied with,
- c. all taxes and special assessments upon the property have been fully paid,
- d. the plat and survey of the land have been lawfully executed,

NOW THEREFORE, BE IT RESOLVED: that said plat is hereby approved in all respects. Dated this ____ day of _____, 20____.

 Mayor
 City of Summerset

 Attest: Finance Officer
 City of Summerset

FINANCE OFFICER'S CERTIFICATE

I, Finance Officer of the City of Summerset, South Dakota, do hereby certify that all special assessments which are liens upon the land described hereon, as shown by the records of my office, are fully paid.

Dated this ____ day of _____, 20____.

 Finance Officer
 of the City of Summerset

CERTIFICATE OF DIRECTOR OF EQUALIZATION

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

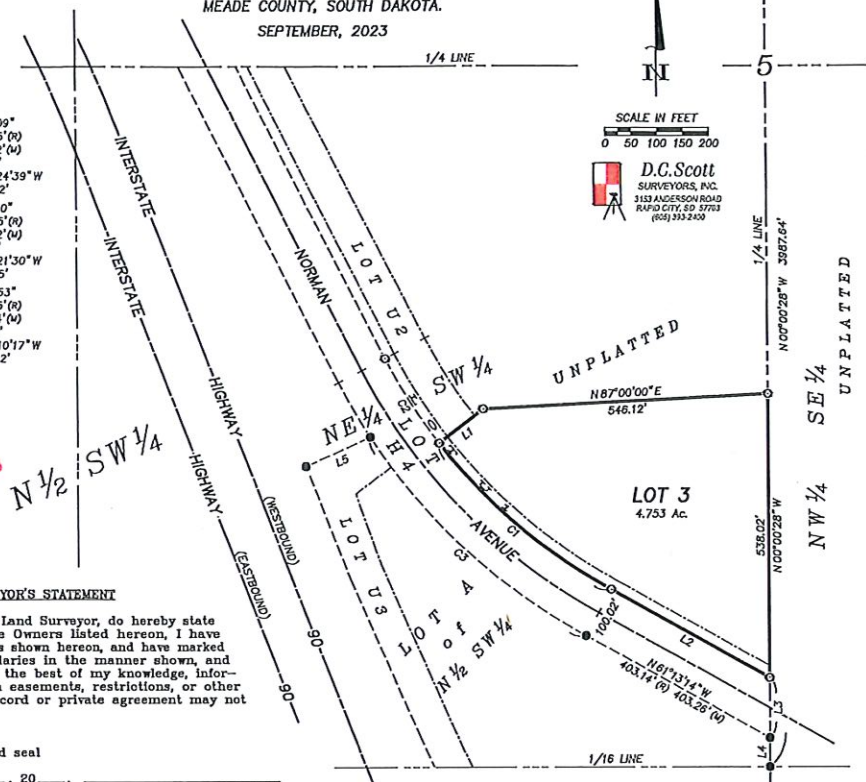
Dated this ____ day of _____, 20____.

 approved

 Meade County
 Director of Equalization

CERTIFICATE OF REGISTER OF DEEDS

FOR REVIEW
 PRINT DATE 09-05-2023



UTILITY SURVEY

PROPOSED LOT 3 OF NORMAN ESTATES SUBDIVISION
 LOCATED IN THE NE 1/4 SW 1/4 OF SECTION 5,
 TOWNSHIP 2 NORTH, RANGE 7 EAST OF THE BLACK HILLS MERIDIAN,
 MEADE COUNTY, SOUTH DAKOTA.

NOVEMBER, 2023

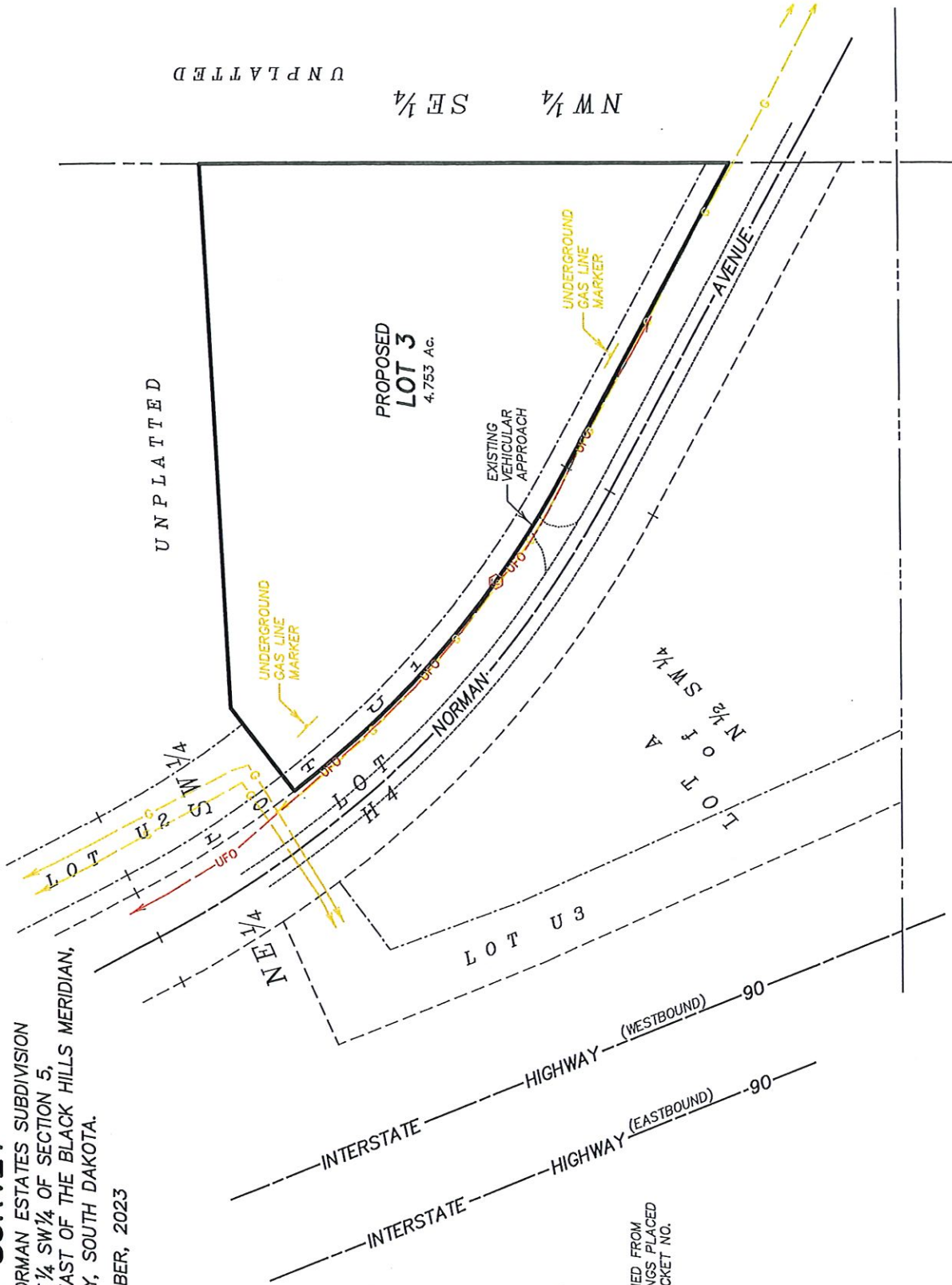
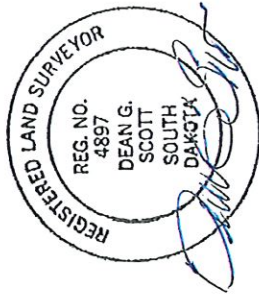


LEGEND

- SUBJECT PROPERTY LINE.
- - - OTHER PROPERTY LINE.
- - - EASEMENT LINE.
- - - QUARTER-SECTION LINE.
- - - SIXTEENTH-SECTION LINE.
- - - NATURAL GAS LINE.
- - - UFO — UNDERGROUND FIBER-OPTIC.

NOTE

UTILITY INFORMATION SHOWN WAS OBTAINED FROM
 SURVEY MEASUREMENTS MADE TO MARKINGS PLACED
 VIA S.D. 811 UTILITY LOCATE REQUEST TICKET NO.
 2330590711 PLACED NOV. 1, 2023.



UNPLATTED

SE 1/4 NW 1/4

UNPLATTED

PROPOSED
 LOT 3
 4.753 Ac.

UNDERGROUND
 GAS LINE
 MARKER

UNDERGROUND
 GAS LINE
 MARKER

EXISTING
 VEHICULAR
 APPROACH

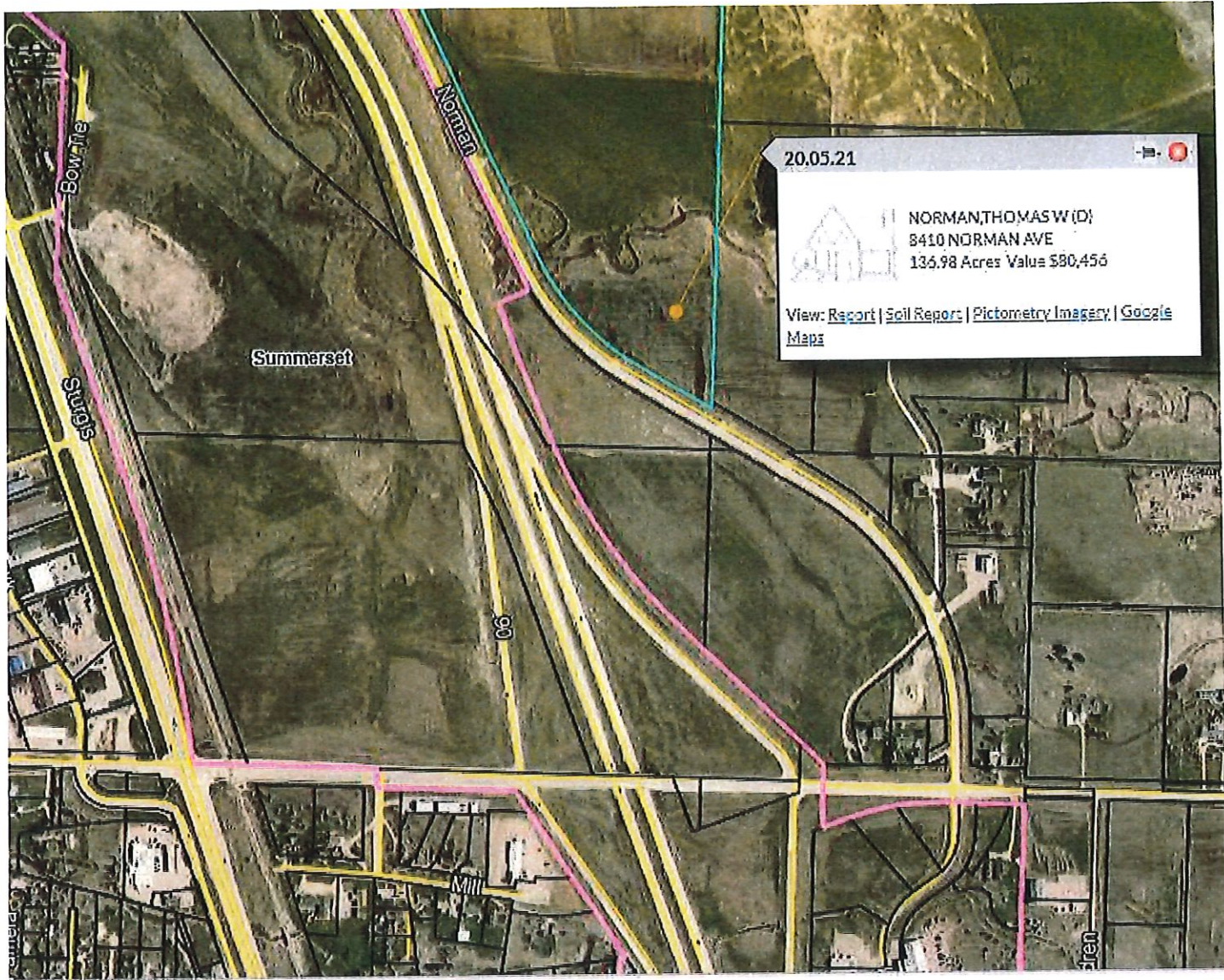
AVENUE

LOT 1
 LOT 2
 LOT 3
 LOT 4
 LOT 5
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NORMAN

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 LOT 50

INTERSTATE HIGHWAY (WESTBOUND) -90
 INTERSTATE HIGHWAY (EASTBOUND) -90



20.05.21



NORMAN, THOMAS W (D)
8410 NORMAN AVE
135.98 Acres Value \$80,456

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

Summerset

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D.C. Scott
SURVEYORS, INC.

3153 ANDERSON ROAD
RAPID CITY, SD 57703
(605) 393-2400

December 22, 2023

Re: Proposed plat of Lot 3 of Norman Estates Subdivision,
located in the NE1/4 SW1/4 of Section 5, T2N, R7E B.H.M.,
Meade County, South Dakota.

TO WHOM IT MAY CONCERN:

At the request of Mr. Tom Norman, our firm prepared the preliminary plat for proposed Lot 3 of Norman Estates Subdivision. Most of the property contained within proposed Lot 3 consists of unplatted land in the NE1/4 SW1/4 of Section 5, T2N, R7E B.H.M., in Meade County. A small portion of proposed Lot 3, along its highway frontage, includes part of a strip of land already platted as "Lot U1".

In 2004, several parcels were platted within the Norman family ranch by the South Dakota D.O.T in anticipation of certain highway improvements. One of the parcels consisted of a "utility lot" named Lot U1, a 20-foot wide strip crossing the NE1/4 SW1/4 of Section 5 adjacent to the Northeast side of what became Norman Avenue. Fee title ownership of Lot U1 was in, and remains in, the Norman family today.

A usual South Dakota D.O.T. procedure for parcels of land associated with highway construction or improvement is to classify them as either "right of way" or "easement". Parcels acquired for right-of-way usually include the acquisition of the fee, and are referred to as "H-lots", whereas easements do not affect fee title but are created mostly for drainage and/or utility lines.

In 2007, The South Dakota D.O.T. filed a notice of a condemnation action¹ which described the purpose for condemning the various platted parcels including Lot U1. In that document, Lot U1 was described as:

1. recorded March 2, 2007, and filed in Book 746 on pages 807 through 811 inclusive in the office of the Meade County Register of Deeds.

"Parcel 17A... **...utility easement** of that portion of Project No. IM-PH 90-1(61)50 which lies within Lot U1 in the N1/2 SW1/4 of Section 5... **...said Lot U1 contains 0.72 acre, more or less.**" *(emphasis added)*

A nearby example of an H-lot is Lot H4, another strip crossing the NE1/4 SW1/4 of Section 5 which runs parallel and adjacent to Lot U1, and was described in the same notice of condemnation as:

"Parcel 16... **...right of way** of that portion of Project No. IM-PH 90-1(61)50 which lies within Lot H4 in the N1/2 SW1/4 of Section 5... **...said Lot H4 contains 3.84 acres, more or less.**" *(emphasis added)*

Today, Lot H4 serves as the 100-foot wide right-of-way of Norman Avenue, and fee title is no longer held privately.

In 2009, Meade County filed an instrument² titled "Permanent Utility Easement" which referenced the same South Dakota D.O.T. Project No. IM-PH 90-1(61)50, and the same Parcel 17A (a.k.a. Lot U1 in the N1/2 SW1/4 of Section 5). This instrument clarified the rights in Lot U1 that were granted to Meade County, most of which are paraphrased as follows:

- 1) Meade County, its agents, representatives, permittees, and assigns, and any contractor employed by Meade County, its agents, representatives, permittees or assigns, have a perpetual right of way and easement to construct, operate, maintain, repair, alter, inspect, remove, upgrade, update, enhance, and replace utility facilities upon, above, under and across Lot U1, including, but not limited to, the right to trim any trees or brush where necessary to secure a clearance of at least twenty feet from conductors or other facilities, and the right to install and maintain anchors and guy wires when reasonably necessary, and the right of ingress and egress over adjacent land as necessary to access the easement.
2. recorded April 1, 2009, and filed in Book 773 on pages 1989 through 1993 inclusive in the office of the Meade County Register of Deeds.

- 2) The landowner "shall not construct or install anything" within Lot U1 without written permission from Meade County, acting by and through its Department of Transportation.

Summary:

The research we have conducted demonstrates that Lot U1 functions as a utility easement benefitting Meade County. Other unrelinquished rights to the land remain vested in the landowner, including rights of ingress and egress, and access to and from Norman Avenue. In our opinion, there is one unusual characteristic of the utility easement, being the phrase where the landowner "shall not construct or install anything" without written permission. As written, this phrase is very broad in comparison with other easements we have encountered.

Proposed Lot 3 of Norman Estates Subdivision is designed to front directly upon the Northeastern right-of-way line of Norman Avenue so as to provide access. The existing vehicular approach was likely constructed at the same time as Norman Avenue. Our research indicates that any 'construction or installation' of a surfaced driveway across Lot U1 should be approved by the Meade County Highway Department in writing.

We propose to revise the preliminary plat document to include the following information:

1. We will make reference in the title of the plat, that part of Lot U1 is contained within proposed Lot 3;
2. We will add a note on the plat that states: "as stipulated in the Permanent Utility Easement instrument recorded April 1, 2009, and filed in Book 773 pages 1989 to 1993, written permission from the Meade County Highway Department must be obtained before constructing or installing anything within the limits of Lot U1 in the N1/2 SW1/4 of Section 5.";
3. We will revise note no. 1 to state: "Utility and minor drainage easements are granted eight feet wide on the interior side of all side and rear lot lines...";

4. The 20-foot width of Lot U1 will be dimensioned on the plat.

Respectfully,

D. C. SCOTT SURVEYORS, INC.



Dean G. Scott, L.S.

Lisa Schieffer

From: Rachelle White <rwhiteevents@gmail.com>
Sent: Thursday, November 30, 2023 9:51 AM
To: Lisa Schieffer
Subject: 2024 Food Truck Nights

Hello Lisa,

I wanted to send you these dates quick and see if we could get approval for the upcoming years food truck nights.

May 29th

June 12th

June 26th

July 10th

July 24th

August 14th

Let me know your thoughts!

Rachelle