

**SUMMERSET CITY COMMISSION REGULAR MEETING
SUMMERSET MUNICIPAL BUILDING
7055 LEISURE LANE
THURSDAY, FEBRUARY 15th, 2024, 6:00 P.M.**

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

Mayor Torno led the Pledge of Allegiance.

Commissioner Butler gave the invocation.

Motion by White, second by Butler, to approve the agenda for the Regular Meeting of the Summerset City Commission for February 15th, 2024. Motion carried.

CONSENT CALENDAR

Motion by Butler, second by White, to approve the minutes of the regular meeting of February 1st, 2024. Motion carried.

APPROVAL OF CLAIMS

Motion by White, second by Hirsch, to approve the claims and hand checks in the amount of \$433,392.85 from February 1st, 2024, through February 14th, 2024, as presented or amended. Motion carried.

Cardmember Services	970.27
First National Trust & Investment Management Services	24,975.77
SD State Treasurer	967.39
American Legal	525.00
Aqua-Aerobic systems	1,364.84
BH COUNCIL OF LOCAL GOVERNMENT	1,550.00
Black Hawk Water Users District	61.30
CBH CO-OP	3,638.37
City of Rapid City	4,622.94
Dakota Pump, Inc	4,100.95
Demersseman Jensen Tellinghulsen & Huffman, LLP	3,242.50
Golden West Technologies	3,808.50
GOSCOMA Great Open Spaces City Management	150.00
Greenapsis	525.00
Gunderson & Palmer LLP	1,435.00
HDR Engineering, Inc	18,032.15
Iron Outfitter Waste Services, Inc.	30.72
Dylan Laplante	63.43
Meade County Register of Deeds	30.00
Meade County Register of Deeds	30.00
Mid-American Research Chemical	1,474.87
Midcontinent Communications	178.52
Midcontinent Testing Laboratories, Inc.	182.50
Northern Truck Equipment Corporation	1,860.00
On-Site First Aid & Safety	90.95
Rapid City Journal	987.50
RCS Construction Inc	287,244.82
RCS Storage LLC	1,000.00
SD PUBLIC ASSURANCE ALLIANCE	67,764.38
Servall Uniform & Linen Supply	184.26
USA Bluebook	2,300.92

DEPARTMENT HEAD REPORTS

Department Heads gave their reports on their monthly happenings.

JOB DESCRIPTION/GRADE&SCALE – INVESTIGATOR POLICE DEPARTMENT

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

Chief of Police, Rich Nasser, discussed adding the job description to their department in case they have an applicant that can fill this position. Nasser would like to help serve the community better; if he has one officer on duty and that officer is spending his whole shift doing case work then the officer is not able to patrol the city.

Nasser would like to see this position start at a grade 18 and the step would depend on experience and skill set.

Motion by Kitzmiller, second by White, to close discussion. Motion carried.

Motion by White, second by Kitzmiller, to approve the job description at Grade 18. Motion carried.

NEW HIRE – POLICE DEPARTMENT

Jacob Holt – probationary uncertified police officer \$24.09 starting February 24, 2024.

Motion by Kitzmiller, second by Hirsch, to approve new hire Jacob Holt at \$24.09 per/hour contingent upon pre-employment physical examination. Motion carried.

ITEMS FROM CITY ATTORNEY

Motion by White, second by Hirsch to go into executive session per SDCL 1-25-2 for discussing legal, economic development and personnel matters at 6:23 p.m. Motion carried.

Motion by Butler, second by Hirsch to go out of executive session and return to regular session at 6:29 p.m. Motion carried.

APPRAISAL/INTERNET AUCTION AGREEMENT

2016 Police Interceptor

Motion by White, second by Kitzmiller, to table the matter. Motion carried.

PIEDMONT VALLEY CHAMBER OF COMMERCE MARKETING ALLOCATION

Motion by White, second by Butler, to table the matter until March 7th 2024, meeting. Motion carried.

SDSMA TRAFFIC CONTROL DEVICE GRANT

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

Commissioner Hirsch discussed he would like City Administrator, Lisa Schieffer, to write a grant for 1 or more blinking stop lights. One on Manchester and the second he is not sure of location yet. Public Works Manager, Anthony Kayl, discussed the cost of the current ones we have are around \$1,500.00 each. Mayor Torno asked Commissioner Hirsch to collect information on sign placement, size, specs, how many he would like to purchase, and bring it back before the Board.

No action taken.

BRIDGE REINSPECTION PROGRAM RESOLUTION FOR USE WITH SDDOT RETAINER CONTRCTS

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

Mayor Torno explained this is to approve the annual contract and name HDR as the engineers. Public Works Manager, Anthony Kayl, explained this is the box culvert under Sloumland Road by Haggar's. With using HDR there is an 80/20 split with the state paying 80% and City of Summerset paying \$20%, If we use someone else than the cost is 100% on City of Summerset.

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

Motion by Kitzmiller, second by White, to approve the bridge reinspection program resolution for use with SDDOT retainer contracts, using HDR as the engineers. Motion carried.

WASTEWATER TREATMENT PLANT CAPACITY EXPANSION CHANGE REQUEST #4

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

WWTP Superintendent, Jon Ambrose, discussed that they need to move the controls for the WWTP expansion, the first proposal came in around \$16,000. Ambrose then asked if they could submit another proposal and this one

came in at about half of the original proposal and recommends approval.
Motion by Butler, second by White, to close discussion. Motion carried.
Motion by Butler, second by Hirsch, to approve change request #4. Motion carried.

BRIGHT BEGINNINGS BUSINESS LICENSE

Motion by Hirsch, second by White, to open discussion. Motion carried.
Finance Officer, Stephany Baumeister, explained that they have not renewed their 2023 and 2024 business licenses. We have went to the business to talk with the owners but was unsuccessful. The City has mailed multiple letters to the business regarding renewal. City attorney, Mike Wheeler, drafted and mailed a letter also with no response. Kitzmiller asked if we tried their personal residence and if not the City should do so. It was recommended we send out a letter certified to both locations.
Motion by Butler, second by Hirsch, to close discussion. Motion carried.
Motion by White, second by Butler, to table the matter until March 7th, 2024 Commission meeting. Motion carried.

MIDCONTINENT FRANCHISE AGREEMENT

Motion by Kitzmiller, second by White, to open discussion. Motion carried.
City Attorney, Mike Wheeler, explained we will need to set a first reading regarding the same.
Motion by Butler, second by Hirsch, to close discussion. Motion carried.
Motion by Butler, second by Kitzmiller, to set first reading for March 21, 2024. Motion carried.

UPDATE OF HB1127 & HB1251

Mayor Torno gave a brief overview that HB1127 an Act to modify requirements for incorporating municipalities that are within three miles of another incorporated municipality. The bill was passed that allows municipalities with less than a population of 5,000 to no longer have due process anymore. HB1251 an Act to modify provisions related to the annexation of unplatted territory or agricultural land and said bill was defeated.

CITIZENS INPUT

William Head expressed he was told by a City employee that he was being fined by the City for plowing the street. He has been looking for this ordinance and has been unsuccessful and would like to be directed to the same.

UPCOMING EVENTS:

City offices will be closed Monday, February 19th in observation of President's Day

ADJOURNMENT

Motion by Hirsch, second by White, to adjourn at 6:54 p.m. Motion carried.

(SEAL)

ATTEST:

Stephany Baumeister
Finance Officer

Melanie Torno
Mayor

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



City of Summerset, SD

Refund Check Register

Refund Check Detail

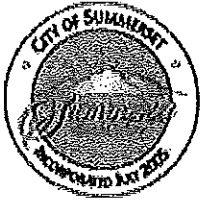
UBPKT00203 - Refunds 0 UBPKT00201 Regular

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
02-0099-01	Tyer, Kaylee	3/7/2024	27222	21.97			21.97	Generated From Billing
Total Refunded Amount:				21.97				

Total Refunds: 1

Revenue Code Summary

Revenue Code	Amount
996 - 996 Unapplied Credits	21.97
Revenue Total:	21.97



City of Summerset, SD

Payable Register

Payable Detail by Vendor Name

Packet: APPKT00049 - Payroll & EOM Utility Bill Invoices (Feb 2024)

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

Vendor: 0322 - AFLAC Remittance Processing										Vendor Total:	96.72
<u>INV0000095</u>	Invoice	2/27/2024	2/27/2024	2/27/2024	2/27/2024	96.72	0.00	0.00	0.00	96.72	
AFLAC Disability	BANKFT - BANK WEST EFT				No	Payment Date: 2/26/2024			Bank Draft:	DFT0000110	

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

Account Number	Account Name	Project Account Key	Amount	Percent
<u>998-0000-21840</u>	Accident Insurance		96.72	100.00%

Vendor: 0808 - BH Energy										Vendor Total:	6,444.41
<u>2024-02</u>	Invoice	2/27/2024	2/27/2024	2/27/2024	2/27/2024	6,444.41	0.00	0.00	0.00	6,444.41	
Electric Services	BANKW - BANK WEST				No						

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Electric Services Distributions	NA	0.00	0.00	6,444.41	0.00	0.00	0.00	6,444.41

Account Number	Account Name	Project Account Key	Amount	Percent
<u>101-4192-42800</u>	Utility Expense		530.93	8.24%
<u>101-4310-42800</u>	Utility Expense		1,562.36	24.24%
<u>101-4520-42800</u>	Utility Expense		56.31	0.87%
<u>604-4000-42800</u>	Utility Expense		4,294.81	66.64%

Vendor: 1952 - Child Support Payment Center										Vendor Total:	517.00
<u>INV0000096</u>	Invoice	2/27/2024	2/27/2024	2/27/2024	2/27/2024	517.00	0.00	0.00	0.00	517.00	
Child Support Garnishment	BANKW - BANK WEST				No						

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Child Support Garnishment Distributions	NA	0.00	0.00	517.00	0.00	0.00	0.00	517.00

Account Number	Account Name	Project Account Key	Amount	Percent
<u>998-0000-21810</u>	Garnishment Payable		517.00	100.00%

Vendor: 1830 - Clarity Telecom										Vendor Total:	1,284.01
<u>2024-02</u>	Invoice	2/27/2024	2/27/2024	2/27/2024	2/27/2024	1,284.01	0.00	0.00	0.00	1,284.01	
Fax/Phone/Internet Govt Bldg	BANKW - BANK WEST				No						

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Fax/Phone/Internet Govt Bldg Distributions	NA	0.00	0.00	1,284.01	0.00	0.00	0.00	1,284.01

Account Number	Account Name	Project Account Key	Amount	Percent
<u>101-4192-42800</u>	Utility Expense		1,284.01	100.00%

Vendor: 0468 - Delta Dental										Vendor Total:	1,037.30
<u>1904379</u>	Invoice	2/27/2024	2/27/2024	2/27/2024	2/27/2024	1,037.30	0.00	0.00	0.00	1,037.30	
Employee Dental	BANKW - BANK WEST				No						

Payable Register

Packet: APPKT00049 - Payroll & EOM Utility Bill Invoices (Feb 2024)

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
2024-6343	Invoice	2/27/2024	2/27/2024	2/27/2024	2/27/2024	17,601.75	0.00	0.00	0.00	17,601.75
Employee Health/Life Insurance										
Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
Employee Dental Distributions	NA	0.00	0.00	1,037.30	0.00	0.00	0.00	1,037.30		
Account Number		Account Name		Project Account Key		Amount	Percent			
998-0000-21800		Dental & Vision Ins Payable				1,037.30	100.00%			

Vendor: 0041 - Health Pool of SD

										Vendor Total:	17,601.75
2024-6343	Invoice	2/27/2024	2/27/2024	2/27/2024	2/27/2024	17,601.75	0.00	0.00	0.00	17,601.75	
Employee Health/Life Insurance		BANKW - BANK WEST				No					

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
Employee Health/Life Insurance Distributions	NA	0.00	0.00	17,601.75	0.00	0.00	0.00	17,601.75		
Account Number		Account Name		Project Account Key		Amount	Percent			
998-0000-21830		Medical Ins Payable				17,601.75	100.00%			

Vendor: 0937 - MDU

										Vendor Total:	1,491.75
2024-02-00	Invoice	2/27/2024	2/27/2024	2/27/2024	2/27/2024	51.55	0.00	0.00	0.00	51.55	
Rec. Drive Sewer Generator		BANKW - BANK WEST				No					

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
Rec. Drive Sewer Generator Distributions	NA	0.00	0.00	51.55	0.00	0.00	0.00	51.55		
Account Number		Account Name		Project Account Key		Amount	Percent			
604-4000-42800		Utility Expense				51.55	100.00%			

2024-02-01 Invoice 2/27/2024 2/27/2024 2/27/2024 2/27/2024 125.18 0.00 0.00 0.00 125.18

PW Building BANKW - BANK WEST No

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
PW Building Distributions	NA	0.00	0.00	125.18	0.00	0.00	0.00	125.18		
Account Number		Account Name		Project Account Key		Amount	Percent			
101-4310-42800		Utility Expense				125.18	100.00%			

2024-02-02 Invoice 2/27/2024 2/27/2024 2/27/2024 2/27/2024 53.90 0.00 0.00 0.00 53.90

Glenwood Dr. Lift Station BANKW - BANK WEST No

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
Glenwood Dr. Lift Station Distributions	NA	0.00	0.00	53.90	0.00	0.00	0.00	53.90		
Account Number		Account Name		Project Account Key		Amount	Percent			
604-4000-42800		Utility Expense				53.90	100.00%			

2024-02-03 Invoice 2/27/2024 2/27/2024 2/27/2024 2/27/2024 370.33 0.00 0.00 0.00 370.33

Govt Bulldig BANKW - BANK WEST No

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
Govt Bulldig Distributions	NA	0.00	0.00	370.33	0.00	0.00	0.00	370.33		
Account Number		Account Name		Project Account Key		Amount	Percent			
101-4192-42800		Utility Expense				370.33	100.00%			

2024-02-04 Invoice 2/27/2024 2/27/2024 2/27/2024 2/27/2024 890.79 0.00 0.00 0.00 890.79

Farm Tap BANKW - BANK WEST No

Payable Register

Packet: APPKT00049 - Payroll & EOM Utility Bill Invoices (Feb 2024)

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
2024-01	Invoice	2/27/2024	2/27/2024	2/27/2024	2/27/2024	548.11	0.00	0.00	0.00	548.11
fee					No					
Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
Farm Tap Distributions	NA	0.00	0.00	890.79	0.00	0.00	0.00	890.79		
Account Number		Account Name		Project Account Key		Amount	Percent			
604-4000-42800		Utility Expense				890.79	100.00%			

Vendor: 0011 - SDRS

Vendor Total: 10,990.07

2024-01	Invoice	2/27/2024	2/27/2024	2/27/2024	2/27/2024	548.11	0.00	0.00	0.00	548.11
fee					No					
Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
fee	NA	0.00	0.00	548.11	0.00	0.00	0.00	548.11		
Distributions										
Account Number		Account Name		Project Account Key		Amount	Percent			
101-4140-42900		Other Expense				548.11	100.00%			

INV0000097	Invoice	2/27/2024	2/27/2024	2/27/2024	2/27/2024	4,631.24	0.00	0.00	0.00	4,631.24
SDRS 6%					No	Payment Date: 2/26/2024		Bank Draft:	DFT0000111	

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
SDRS 6%	NA	0.00	0.00	4,631.24	0.00	0.00	0.00	4,631.24		
Distributions										
Account Number		Account Name		Project Account Key		Amount	Percent			
211-0000-21910		SDRS Payable				200.24	4.32%			
101-0000-21910		SDRS Payable				2,836.08	61.24%			
604-0000-21910		SDRS Payable				1,594.92	34.44%			

INV0000098	Invoice	2/27/2024	2/27/2024	2/27/2024	2/27/2024	5,810.72	0.00	0.00	0.00	5,810.72
SDRS 8%					No	Payment Date: 2/26/2024		Bank Draft:	DFT0000112	

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
SDRS 8%	NA	0.00	0.00	5,810.72	0.00	0.00	0.00	5,810.72		
Distributions										
Account Number		Account Name		Project Account Key		Amount	Percent			
101-0000-21910		SDRS Payable				5,810.72	100.00%			

Vendor: 1022 - SDRS-SUPPLEMENTAL RETIREMENT PLAN (SDSRP)

Vendor Total: 575.00

INV0000099	Invoice	2/27/2024	2/27/2024	2/27/2024	2/27/2024	575.00	0.00	0.00	0.00	575.00
SDRS Supplemental					No					

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
SDRS Supplemental	NA	0.00	0.00	575.00	0.00	0.00	0.00	575.00		
Distributions										
Account Number		Account Name		Project Account Key		Amount	Percent			
101-0000-21910		SDRS Payable				420.01	73.05%			
604-0000-21910		SDRS Payable				154.99	26.95%			

Vendor: 0128 - United States Treasury

Vendor Total: 17,272.42

INV0000100	Invoice	2/27/2024	2/27/2024	2/27/2024	2/27/2024	5,565.16	0.00	0.00	0.00	5,565.16
Federal W/H					No	Payment Date: 2/26/2024		Bank Draft:	DFT0000113	

Payable Register

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description										
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount		Total
Federal W/H Distributions	NA		0.00	0.00	5,565.16	0.00	0.00	0.00		5,565.16
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
<u>211-0000-21710</u>	Payroll Tax Payable				178.34	3.20%				
<u>604-0000-21710</u>	Payroll Tax Payable				663.87	11.93%				
<u>101-0000-21710</u>	Payroll Tax Payable				4,722.95	84.87%				

INV0000101 Invoice 2/27/2024 2/27/2024 2/27/2024 2/27/2024 9,488.20 0.00 0.00 0.00 9,488.20
 Social Security BANKEFT - BANK WEST EFT No Payment Date: 2/26/2024 Bank Draft: DFT0000114

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Social Security Distributions	NA	0.00	0.00	9,488.20	0.00	0.00	0.00	9,488.20

Account Number	Account Name	Project Account Key	Amount	Percent
<u>211-0000-21710</u>	Payroll Tax Payable		204.62	2.16%
<u>101-0000-21710</u>	Payroll Tax Payable		7,767.46	81.86%
<u>604-0000-21710</u>	Payroll Tax Payable		1,516.12	15.98%

INV0000102 Invoice 2/27/2024 2/27/2024 2/27/2024 2/27/2024 2,219.06 0.00 0.00 0.00 2,219.06
 Medicare BANKEFT - BANK WEST EFT No Payment Date: 2/26/2024 Bank Draft: DFT0000115

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Medicare Distributions	NA	0.00	0.00	2,219.06	0.00	0.00	0.00	2,219.06

Account Number	Account Name	Project Account Key	Amount	Percent
<u>211-0000-21710</u>	Payroll Tax Payable		47.86	2.16%
<u>604-0000-21710</u>	Payroll Tax Payable		354.54	15.98%
<u>101-0000-21710</u>	Payroll Tax Payable		1,816.66	81.87%

Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	18	57,310.43	0.00	0.00	0.00	57,310.43	27,811.10	29,499.33
Grand Total:		57,310.43	0.00	0.00	0.00	57,310.43	27,811.10	29,499.33

Account Summary

<u>Account</u>	<u>Name</u>	<u>Amount</u>
<u>101-0000-21710</u>	Payroll Tax Payable	14,307.07
<u>101-0000-21910</u>	SDRS Payable	9,066.81
<u>101-4140-42900</u>	Other Expense	548.11
<u>101-4192-42800</u>	Utility Expense	2,185.27
<u>101-4310-42800</u>	Utility Expense	1,687.54
<u>101-4520-42800</u>	Utility Expense	56.31
Total:		27,851.11

<u>Account</u>	<u>Name</u>	<u>Amount</u>
<u>211-0000-21710</u>	Payroll Tax Payable	430.82
<u>211-0000-21910</u>	SDRS Payable	200.24
Total:		631.06

<u>Account</u>	<u>Name</u>	<u>Amount</u>
<u>604-0000-21710</u>	Payroll Tax Payable	2,534.53
<u>604-0000-21910</u>	SDRS Payable	1,749.91
<u>604-4000-42800</u>	Utility Expense	5,291.05
Total:		9,575.49

<u>Account</u>	<u>Name</u>	<u>Amount</u>
<u>998-0000-21800</u>	Dental & Vision Ins Payable	1,037.30
<u>998-0000-21810</u>	Garnishment Payable	517.00
<u>998-0000-21830</u>	Medical Ins Payable	17,601.75
<u>998-0000-21840</u>	Accident Insurance	96.72
Total:		19,252.77



City of Summerset, SD

Payable Register

Payable Detail by Vendor Name

Packet: APPKT00051 - 03.07.2024 Invoices

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Vendor: 0568 - 3E Elec Eng & Equip										Vendor Total: 215.00
<u>926163-00</u>	Invoice	3/7/2024	3/7/2024	3/7/2024	3/7/2024	215.00	0.00	0.00	0.00	215.00
Repair Generator	BANKW - BANK WEST				No					
Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
Repair Generator	NA	0.00	0.00	215.00	0.00	0.00	0.00	215.00		
Distributions										
Account Number	Account Name	Project Account Key	Amount	Percent						
<u>604-4000-42500</u>	Repair/Maint Expense		215.00	100.00%						

Vendor: 1098 - A&B Business Solutions										Vendor Total: 459.23
<u>IN1130656</u>	Invoice	3/7/2024	3/7/2024	3/7/2024	3/7/2024	45.00	0.00	0.00	0.00	45.00
Water Machine	BANKW - BANK WEST				No					
Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
Water Machine	NA	0.00	0.00	45.00	0.00	0.00	0.00	45.00		
Distributions										
Account Number	Account Name	Project Account Key	Amount	Percent						
<u>101-4192-43400</u>	Equip Expense		45.00	100.00%						

Vendor: 11131761										Vendor Total: 414.23
<u>IN1131761</u>	Invoice	3/7/2024	3/7/2024	3/7/2024	3/7/2024	414.23	0.00	0.00	0.00	414.23
Copy Machine Monthly Usage	BANKW - BANK WEST				No					
Notes:										
Finance										
B/W = 2,125										
Color = 3,101										
Police Department										
B/W = 181										
Color = 111										
Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
Copy Machine Monthly Usage	NA	0.00	0.00	414.23	0.00	0.00	0.00	414.23		
Distributions										
Account Number	Account Name	Project Account Key	Amount	Percent						
<u>101-4192-43400</u>	Equip Expense		414.23	100.00%						

Vendor: 1111 - Ambrose, Jonathan										Vendor Total: 50.00
<u>2024-03</u>	Invoice	3/7/2024	3/7/2024	3/7/2024	3/7/2024	50.00	0.00	0.00	0.00	50.00
Cell Phone Stipend	BANKW - BANK WEST				No					
Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
Cell Phone Stipend	NA	0.00	0.00	50.00	0.00	0.00	0.00	50.00		
Distributions										
Account Number	Account Name	Project Account Key	Amount	Percent						
<u>604-4000-42810</u>	Phone		50.00	100.00%						

Vendor: 1808 - Anglin, Mitch										Vendor Total: 50.00
<u>2024-03</u>	Invoice	3/7/2024	3/7/2024	3/7/2024	3/7/2024	50.00	0.00	0.00	0.00	50.00
Cell Phone Stipend	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	
Cell Phone Stipend	NA		0.00	0.00	50.00	0.00	0.00	0.00	50.00	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
<u>101-4310-42810</u>	Phone				50.00	100.00%				

Vendor: 1866 - Baumeister, Stephany Vendor Total: 158.00
 2024-00 Invoice 3/7/2024 3/7/2024 3/7/2024 3/7/2024 108.00 0.00 0.00 0.00 108.00
 Per Diem Pier Travels Feb 6-8, Feb 28-29 BANKW - BANK WEST No

Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Per Diem Pier Travels Feb 6-8, Feb 28-2	NA		0.00	0.00	108.00	0.00	0.00	0.00	108.00	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
<u>101-4140-42700</u>	Travel/Conf Expense				108.00	100.00%				

2024-03 Invoice 3/7/2024 3/7/2024 3/7/2024 3/7/2024 50.00 0.00 0.00 0.00 50.00
 Cell Phone Stipend BANKW - BANK WEST No

Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Cell Phone Stipend	NA		0.00	0.00	50.00	0.00	0.00	0.00	50.00	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
<u>101-4140-42810</u>	Phone				50.00	100.00%				

Vendor: 1906 - Birgen, Nicholin Vendor Total: 50.00
 2024-03 Invoice 3/7/2024 3/7/2024 3/7/2024 3/7/2024 50.00 0.00 0.00 0.00 50.00
 Cell Phone Stipend BANKW - BANK WEST No

Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Cell Phone Stipend	NA		0.00	0.00	50.00	0.00	0.00	0.00	50.00	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
<u>101-4140-42810</u>	Phone				50.00	100.00%				

Vendor: 0095 - Butler, Dave Vendor Total: 50.00
 2024-03 Invoice 3/7/2024 3/7/2024 3/7/2024 3/7/2024 50.00 0.00 0.00 0.00 50.00
 Cell Phone Stipend BANKW - BANK WEST No

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

Vendor: 1665 - Cardmember Services Vendor Total: 13,941.89
 2024-02 Invoice 3/7/2024 3/7/2024 3/7/2024 3/7/2024 13,861.91 0.00 0.00 0.00 13,861.91
 credit card statement BANKEFT - BANK WEST EFT No Payment Date: 3/7/2024 Bank Draft: DFT0000117

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
credit card statement	NA		0.00	0.00	13,861.91	0.00	0.00	0.00		13,861.91
Distributions										
Account Number	Account Name		Project	Account Key	Amount		Percent			
<u>604-4000-42610</u>	Auto Expense				81.67		0.59%			
<u>604-4000-42150</u>	Postage				0.78		0.01%			
<u>604-4000-42600</u>	Supply/Material Exp				139.11		1.00%			
<u>604-4000-42700</u>	Travel/Conf Expense				125.00		0.90%			
<u>604-4000-42500</u>	Repair/Maint Expense				187.55		1.35%			
<u>604-4000-43400</u>	Equip Expense				205.76		1.48%			
<u>604-4000-42630</u>	Chemicals and Lab Supplies				345.15		2.49%			
<u>101-4120-42700</u>	Travel/Conf Expense				37.00		0.27%			
<u>101-4120-42900</u>	Other Expense				180.00		1.30%			
<u>101-4140-42150</u>	Postage				68.00		0.49%			
<u>101-4140-42600</u>	Supply/Material Exp				180.20		1.30%			
<u>101-4140-42700</u>	Travel/Conf Expense				890.12		6.42%			
<u>101-4210-42150</u>	Postage				16.75		0.12%			
<u>101-4210-42200</u>	Prof Fees Expense				150.00		1.08%			
<u>101-4210-42201</u>	Dues/Subscriptions				100.00		0.72%			
<u>101-4210-42600</u>	Supply/Material Exp				8.99		0.06%			
<u>101-4210-42601</u>	Evidence - Supply/Materials				163.12		1.18%			
<u>101-4310-42500</u>	Repair/Maint Expense				468.82		3.38%			
<u>101-4310-42510</u>	Street Snow Removal				41.98		0.30%			
<u>101-4310-42600</u>	Supply/Material Exp				749.15		5.40%			
<u>101-4320-42150</u>	Postage				68.00		0.49%			
<u>101-4320-42500</u>	Repair/Maint Expense				5,786.58		41.74%			
<u>101-4320-42600</u>	Supply/Material Exp				219.26		1.58%			
<u>101-4520-42600</u>	Supply/Material Exp				667.90		4.82%			
<u>101-4652-42600</u>	Supply/Material Exp				44.97		0.32%			
<u>101-4192-42600</u>	Supply/Material Exp				138.60		1.00%			
<u>101-4192-42500</u>	Repair/Maint Expense				1,837.45		13.26%			
<u>101-4192-42201</u>	Dues/Subscriptions				795.00		5.74%			
<u>211-4650-42700</u>	Travel/Conf Expense				165.00		1.19%			

2024-02PD	Invoice	3/7/2024	3/7/2024	3/7/2024	3/7/2024	79.98	0.00	0.00	0.00	79.98
PD Vehicle cc statement		BANKEFT - BANK WEST EFT			No	Payment Date: 3/7/2024		Bank Draft:		DFT0000116

Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount		Total
PD Vehicle cc statement	NA		0.00	0.00	79.98	0.00	0.00	0.00		79.98
Distributions										
Account Number	Account Name		Project	Account Key	Amount		Percent			
<u>101-4210-42500</u>	Repair/Maint Expense				79.98		100.00%			

Vendor: <u>0120 - City of Sturgis</u>										Vendor Total:	1,140.79
<u>15966</u>	Invoice	3/7/2024	3/7/2024	3/7/2024	3/7/2024	1,140.79	0.00	0.00	0.00	1,140.79	
Shelter Fees - Smokey CR3256		BANKW - BANK WEST			No						

Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount		Total
Shelter Fees - Smokey CR3256	NA		0.00	0.00	1,140.79	0.00	0.00	0.00		1,140.79
Distributions										
Account Number	Account Name		Project	Account Key	Amount		Percent			
<u>101-4410-43350</u>	Humane Society				1,140.79		100.00%			

Vendor: <u>1813 - Davis, Owen</u>										Vendor Total:	50.00
<u>2024-03</u>	Invoice	3/7/2024	3/7/2024	3/7/2024	3/7/2024	50.00	0.00	0.00	0.00	50.00	
Cell Phone Stipend		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	
Cell Phone Stipend	NA		0.00	0.00	50.00	0.00	0.00	0.00	50.00	
Distributions										
Account Number	Account Name	Project Account Key	Amount	Percent						
604-4000-42810	Phone		50.00	100.00%						

Vendor: 0246 - Golden West Technologies Vendor Total: 6,230.10

421671	Invoice	3/7/2024	3/7/2024	3/7/2024	3/7/2024	582.00	0.00	0.00	0.00	582.00
Genentec Renewal		BANKW - BANK WEST		No						

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total	
Genentec Renewal	NA	0.00	0.00	582.00	0.00	0.00	0.00	582.00	
Distributions									
Account Number	Account Name	Project Account Key	Amount	Percent					
101-4192-42201	Dues/Subscriptions		582.00	100.00%					

422170	Invoice	3/7/2024	3/7/2024	3/7/2024	3/7/2024	559.00	0.00	0.00	0.00	559.00
365 E3/E1 Subscription License		BANKW - BANK WEST		No						

Notes: 13 - Microsoft Office 365 E-3 Subscription License
26 - Microsoft Office 365 E-1 Subscription License

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total	
365 E3/E1 Subscription License	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					
101-4192-42201	Dues/Subscriptions		559.00	100.00%					

422171	Invoice	3/7/2024	3/7/2024	3/7/2024	3/7/2024	3,249.50	0.00	0.00	0.00	3,249.50
Comprehensive Managed Services		BANKW - BANK WEST		No						

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					
101-4192-42200	Prof Fees Expense		3,249.50	100.00%					

422292	Invoice	3/7/2024	3/7/2024	3/7/2024	3/7/2024	1,197.00	0.00	0.00	0.00	1,197.00
Gov't Bldg Sonic Wall - 1yr		BANKW - BANK WEST		No						

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total	
Gov't Bldg Sonic Wall - 1yr	NA	0.00	0.00	1,197.00	0.00	0.00	0.00	1,197.00	
Distributions									
Account Number	Account Name	Project Account Key	Amount	Percent					
101-4192-42201	Dues/Subscriptions		1,197.00	100.00%					

422293	Invoice	3/7/2024	3/7/2024	3/7/2024	3/7/2024	642.60	0.00	0.00	0.00	642.60
WWTP Sonicwall - 1yr		BANKW - BANK WEST		No						

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total	
WWTP Sonicwall - 1yr	NA	0.00	0.00	642.60	0.00	0.00	0.00	642.60	
Distributions									
Account Number	Account Name	Project Account Key	Amount	Percent					
604-4000-42201	Dues/Subscriptions		642.60	100.00%					

Vendor: 1369 - Greenapsis Vendor Total: 350.00

78	Invoice	3/7/2024	3/7/2024	3/7/2024	3/7/2024	350.00	0.00	0.00	0.00	350.00
Gov't Bldg Janitorial		BANKW - BANK WEST		No						

Payable Register

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description										
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Gov't Bldg Janitorial Distributions	NA		0.00	0.00	350.00	0.00	0.00	0.00	350.00	
Account Number	Account Name	Project Account Key			Amount	Percent				
<u>101-4192-42200</u>	Prof Fees Expense				350.00	100.00%				

Vendor: 1115 - Haveman Business Services LLC Vendor Total: 1,050.00

<u>682</u>	Invoice	3/7/2024	3/7/2024	3/7/2024	3/7/2024	1,050.00	0.00	0.00	0.00	1,050.00
Consultant		BANKW - BANK WEST			No					

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total	
Consultant	NA	0.00	0.00	1,050.00	0.00	0.00	0.00	1,050.00	
Account Number	Account Name	Project Account Key			Amount	Percent			
<u>101-4140-42200</u>	Prof Fees Expense				1,050.00	100.00%			

Vendor: 0698 - HAWKINS INC. Vendor Total: 395.65

<u>6691440</u>	Invoice	3/7/2024	3/7/2024	3/7/2024	3/7/2024	395.65	0.00	0.00	0.00	395.65
Sodium Hypochlorite		BANKW - BANK WEST			No					

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total	
Sodium Hypochlorite	NA	0.00	0.00	395.65	0.00	0.00	0.00	395.65	
Account Number	Account Name	Project Account Key			Amount	Percent			
<u>604-4000-42630</u>	Chemicals and Lab Supplies				395.65	100.00%			

Vendor: 1133 - HDR Engineering, Inc Vendor Total: 5,616.25

<u>1200593234</u>	Invoice	3/7/2024	3/7/2024	3/7/2024	3/7/2024	1,135.00	0.00	0.00	0.00	1,135.00
Task Order 3 - Astoria Court & Lane Draina...		BANKW - BANK WEST			No					

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total	
Task Order 3 - Astoria Court & Lane Drain	NA	0.00	0.00	1,135.00	0.00	0.00	0.00	1,135.00	
Account Number	Account Name	Project Account Key			Amount	Percent			
<u>101-4196-42200</u>	Prof Fees Expense				1,135.00	100.00%			

1200593235 Invoice 3/7/2024 3/7/2024 3/7/2024 3/7/2024 3,113.75 0.00 0.00 0.00 3,113.75
 2024 General Engineering Services BANKW - BANK WEST No

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total	
2024 General Engineering Services	NA	0.00	0.00	3,113.75	0.00	0.00	0.00	3,113.75	
Account Number	Account Name	Project Account Key			Amount	Percent			
<u>101-4196-42200</u>	Prof Fees Expense				3,113.75	100.00%			

1200601374 Invoice 3/7/2024 3/7/2024 3/7/2024 3/7/2024 1,367.50 0.00 0.00 0.00 1,367.50
 General Engineering Fees 01.28.2024-02.2... BANKW - BANK WEST No

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total	
General Engineering Fees 01.28.2024-0	NA	0.00	0.00	1,367.50	0.00	0.00	0.00	1,367.50	
Account Number	Account Name	Project Account Key			Amount	Percent			
<u>101-4196-42200</u>	Prof Fees Expense				1,367.50	100.00%			

Vendor: 1506 - Hermanson Egge Engineering, Inc. Vendor Total: 480.00

Payable Register

Packet: APPIKT00051 - 03.07.2024 Invoices

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
2024.07	Invoice	3/7/2024	3/7/2024	3/7/2024	3/7/2024	480.00	0.00	0.00	0.00	480.00
Building Inspections		BANKW - BANK WEST			No					

Notes: Building Inspections:
 2023-53-06A Final
 2023-32-05A Framing
 2024-03-04A Deck Piers
 2024-02-05A Framing

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total	
Building Inspections	NA	0.00	0.00	480.00	0.00	0.00	0.00	480.00	
Distributions									
Account Number	Account Name	Project Account Key		Amount	Percent				
101-4232-42320	Building Inspection Expense			480.00	100.00%				

Vendor: 1513 - Hirsch, Clyde

Vendor Total: 50.00

2024-03	Invoice	3/7/2024	3/7/2024	3/7/2024	3/7/2024	50.00	0.00	0.00	0.00	50.00
Cell Phone Stipend		BANKW - BANK WEST			No					

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

Vendor: 1953 - I&S Group, Inc.

Vendor Total: 1,500.00

101865	Invoice	3/7/2024	3/7/2024	3/7/2024	3/7/2024	1,500.00	0.00	0.00	0.00	1,500.00
Capital Improvement Planning		BANKW - BANK WEST			No					

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total	
Capital Improvement Planning	NA	0.00	0.00	1,500.00	0.00	0.00	0.00	1,500.00	
Distributions									
Account Number	Account Name	Project Account Key		Amount	Percent				
101-4110-42200	Prof Fees Expense			1,500.00	100.00%				

Vendor: 0324 - Kayl, Anthony

Vendor Total: 50.00

2024-03	Invoice	3/7/2024	3/7/2024	3/7/2024	3/7/2024	50.00	0.00	0.00	0.00	50.00
Cell Phone Stipend		BANKW - BANK WEST			No					

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total	
Cell Phone Stipend	NA	0.00	0.00	50.00	0.00	0.00	0.00	50.00	
Distributions									
Account Number	Account Name	Project Account Key		Amount	Percent				
101-4310-42810	Phone			50.00	100.00%				

Vendor: 1103 - Kitzmiller, Michael

Vendor Total: 50.00

2024-03	Invoice	3/7/2024	3/7/2024	3/7/2024	3/7/2024	50.00	0.00	0.00	0.00	50.00
Cell Phone Stipend		BANKW - BANK WEST			No					

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

Vendor: 1413 - Northern Truck Equipment Corporation

Vendor Total: 1,483.01

RCI03630	Invoice	3/7/2024	3/7/2024	3/7/2024	3/7/2024	751.37	0.00	0.00	0.00	751.37
8'2" Cutting Edge (2); Cutting Edge Bolt Kit...		BANKW - BANK WEST			No					

Payable Register

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
RCI03646	Invoice	3/7/2024	3/7/2024	3/7/2024	3/7/2024	731.64	0.00	0.00	0.00	731.64
Payable Description		Bank Code			On Hold					
8'2" Cutting Edge (2); Cutting Edge Bolt		NA	0.00	0.00	751.37	0.00	0.00	0.00	751.37	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
101-4310-42510	Street Snow Removal				751.37	100.00%				
63571	Invoice	3/7/2024	3/7/2024	3/7/2024	3/7/2024	53.69	0.00	0.00	0.00	53.69
Mac Valve, Spill Kit & Broom/Shovel Kits		BANKW - BANK WEST			No					
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
101-4320-42600	Supply/Material Exp				731.64	100.00%				
64752	Invoice	3/7/2024	3/7/2024	3/7/2024	3/7/2024	36.56	0.00	0.00	0.00	36.56
Publication Resolution 2024-06		BANKW - BANK WEST			No					
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
101-4652-42300	Publishing Exp				53.69	100.00%				
64753	Invoice	3/7/2024	3/7/2024	3/7/2024	3/7/2024	58.26	0.00	0.00	0.00	58.26
Publication Resolution 2024-05 Map		BANKW - BANK WEST			No					
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
101-4110-42300	Publishing Exp				58.26	100.00%				
64754	Invoice	3/7/2024	3/7/2024	3/7/2024	3/7/2024	244.49	0.00	0.00	0.00	244.49
Publication Resolution 2024-05		BANKW - BANK WEST			No					
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
101-4110-42300	Publishing Exp				244.49	100.00%				
64755	Invoice	3/7/2024	3/7/2024	3/7/2024	3/7/2024	230.75	0.00	0.00	0.00	230.75
Publication Resolution 2024-07		BANKW - BANK WEST			No					

Vendor Total: 924.77

Payable Register

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
101-4110-42300 Items Item Description Commodity Units Price Amount Tax Shipping Discount Total Resolution 2024-07 NA 0.00 0.00 230.75 0.00 0.00 0.00 230.75 Distributions Account Number Account Name Project Account Key Amount Percent 101-4110-42300 Publishing Exp 230.75 100.00%										
64797	Invoice	3/7/2024	3/7/2024	3/7/2024	3/7/2024	133.09	0.00	0.00	0.00	133.09
Publish 02.01.2024 Commission Minutes		BANKW - BANK WEST		No						
Items Item Description Commodity Units Price Amount Tax Shipping Discount Total Publish 02.01.2024 Commission Minute NA 0.00 0.00 133.09 0.00 0.00 0.00 133.09 Distributions Account Number Account Name Project Account Key Amount Percent 101-4110-42300 Publishing Exp 133.09 100.00%										
65042	Invoice	3/7/2024	3/7/2024	3/7/2024	3/7/2024	167.93	0.00	0.00	0.00	167.93
Publish 02.15.2024 Commission Minutes		BANKW - BANK WEST		No						
Items Item Description Commodity Units Price Amount Tax Shipping Discount Total Publish 02.15.2024 Commission Minute NA 0.00 0.00 167.93 0.00 0.00 0.00 167.93 Distributions Account Number Account Name Project Account Key Amount Percent 101-4110-42300 Publishing Exp 167.93 100.00%										
Vendor: <u>1732 - Schieffer, Lisa</u>										Vendor Total: 178.00
2024-00	Invoice	3/7/2024	3/7/2024	3/7/2024	3/7/2024	128.00	0.00	0.00	0.00	128.00
Per Diem		BANKW - BANK WEST		No						
Items Item Description Commodity Units Price Amount Tax Shipping Discount Total Per Diem NA 0.00 0.00 128.00 0.00 0.00 0.00 128.00 Distributions Account Number Account Name Project Account Key Amount Percent 101-4140-42700 Travel/Conf Expense 128.00 100.00%										
2024-03	Invoice	3/7/2024	3/7/2024	3/7/2024	3/7/2024	50.00	0.00	0.00	0.00	50.00
Cell Phone Stipend		BANKW - BANK WEST		No						
Items Item Description Commodity Units Price Amount Tax Shipping Discount Total Cell Phone Stipend NA 0.00 0.00 50.00 0.00 0.00 0.00 50.00 Distributions Account Number Account Name Project Account Key Amount Percent 101-4140-42810 Phone 50.00 100.00%										
Vendor: <u>0018 - SD One Call</u>										Vendor Total: 15.75
SD24-00195	Invoice	3/7/2024	3/7/2024	3/7/2024	3/7/2024	15.75	0.00	0.00	0.00	15.75
15 Notifications for January 2024		BANKW - BANK WEST		No						
Items Item Description Commodity Units Price Amount Tax Shipping Discount Total 15 Notifications for January 2024 NA 0.00 0.00 15.75 0.00 0.00 0.00 15.75 Distributions Account Number Account Name Project Account Key Amount Percent 101-4232-42900 Other Expense 15.75 100.00%										
Vendor: <u>1328 - Servall Uniform & Linen Supply</u>										Vendor Total: 184.26
0886275	Invoice	3/7/2024	3/7/2024	3/7/2024	3/7/2024	184.26	0.00	0.00	0.00	184.26
Gov't Bladg Monthly Janitorial		BANKW - BANK WEST		No						

Payable Register

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Gov't Blad Monthly Janitorial	NA		0.00	0.00	184.26	0.00	0.00	0.00	184.26	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
101-4192-42200	Prof Fees Expense				184.26	100.00%				

Vendor: 1820 - Smith, Jeff Vendor Total: 50.00

2024-03 Invoice 3/7/2024 3/7/2024 3/7/2024 3/7/2024 50.00 0.00 0.00 0.00 50.00

Cell Phone Stipend BANKW - BANK WEST No

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
Cell Phone Stipend	NA	0.00	0.00	50.00	0.00	0.00	0.00	50.00		
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
101-4310-42810	Phone				50.00	100.00%				

Vendor: 1729 - Torno, Melanie Vendor Total: 50.00

2024-03 Invoice 3/7/2024 3/7/2024 3/7/2024 3/7/2024 50.00 0.00 0.00 0.00 50.00

Cell Phone Stipend BANKW - BANK WEST No

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
Cell Phone Stipend	NA	0.00	0.00	50.00	0.00	0.00	0.00	50.00		
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
101-4120-42810	Phone				50.00	100.00%				

Vendor: 1023 - Tyler Technologies Vendor Total: 18,346.95

025-464683 Invoice 3/7/2024 3/7/2024 3/7/2024 3/7/2024 18,346.95 0.00 0.00 0.00 18,346.95

Annual Fees BANKW - BANK WEST No

Notes: Community Development
ERP Pro Financials
ERP Pro Utility Billing

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
Annual Fees	NA	0.00	0.00	18,346.95	0.00	0.00	0.00	18,346.95		
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
101-4140-42201	Dues/Subscriptions				13,375.53	72.90%				
604-4000-42201	Dues/Subscriptions				4,971.42	27.10%				

Vendor: 1963 - Weidenback, Al Vendor Total: 1,000.00

2021-37 Invoice 3/7/2024 3/7/2024 3/7/2024 3/7/2024 1,000.00 0.00 0.00 0.00 1,000.00

Erosion Control Dpst Refund 2021-37 BANKW - BANK WEST No

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
Erosion Control Dpst Refund 2021-37	NA	0.00	0.00	1,000.00	0.00	0.00	0.00	1,000.00		
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
101-0000-32060	Erosion Control Deposit Fee				1,000.00	100.00%				

Vendor: 1961 - White, Stephanie Vendor Total: 50.00

2024-03 Invoice 3/7/2024 3/7/2024 3/7/2024 3/7/2024 50.00 0.00 0.00 0.00 50.00

Cell Phone Stipend 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	
Cell Phone Stipend	NA		0.00	0.00	50.00	0.00	0.00	0.00	50.00	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
<u>101-4110-42810</u>	Phone				50.00	100.00%				

Vendor: 1824 - WILD WEST SCREEN PRINTING

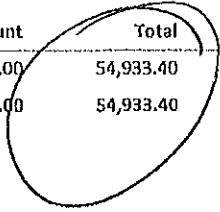
<u>1549</u>	Invoice	3/7/2024	3/7/2024	3/7/2024	3/7/2024	713.75	0.00	0.00	0.00	713.75
PD Vehicle Decals	BANKW - BANK WEST				No					

Vendor Total: 713.75

Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
PD Vehicle Decals	NA		0.00	0.00	713.75	0.00	0.00	0.00	713.75	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
<u>101-4210-42600</u>	Supply/Material Exp				713.75	100.00%				

Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	48	54,933.40	0.00	0.00	0.00	54,933.40	13,941.89	40,991.51
	Grand Total:	54,933.40	0.00	0.00	0.00	54,933.40	13,941.89	40,991.51



Account Summary

<u>Account</u>	<u>Name</u>	<u>Amount</u>
<u>101-0000-32060</u>	Erosion Control Deposit Fee	1,000.00
<u>101-4110-42200</u>	Prof Fees Expense	1,500.00
<u>101-4110-42300</u>	Publishing Exp	871.08
<u>101-4110-42810</u>	Phone	200.00
<u>101-4120-42700</u>	Travel/Conf Expense	37.00
<u>101-4120-42810</u>	Phone	50.00
<u>101-4120-42990</u>	Other Expense	180.00
<u>101-4140-42150</u>	Postage	68.00
<u>101-4140-42200</u>	Prof Fees Expense	1,050.00
<u>101-4140-42201</u>	Dues/Subscriptions	13,375.53
<u>101-4140-42600</u>	Supply/Material Exp	180.20
<u>101-4140-42700</u>	Travel/Conf Expense	1,126.12
<u>101-4140-42810</u>	Phone	150.00
<u>101-4192-42200</u>	Prof Fees Expense	3,783.76
<u>101-4192-42201</u>	Dues/Subscriptions	3,133.00
<u>101-4192-42500</u>	Repair/Maint Expense	1,837.45
<u>101-4192-42600</u>	Supply/Material Exp	138.60
<u>101-4192-43400</u>	Equip Expense	459.23
<u>101-4196-42200</u>	Prof Fees Expense	5,616.25
<u>101-4210-42150</u>	Postage	16.75
<u>101-4210-42200</u>	Prof Fees Expense	150.00
<u>101-4210-42201</u>	Dues/Subscriptions	100.00
<u>101-4210-42500</u>	Repair/Maint Expense	79.98
<u>101-4210-42600</u>	Supply/Material Exp	722.74
<u>101-4210-42601</u>	Evidence - Supply/Materials	163.12
<u>101-4232-42320</u>	Building Inspection Expense	480.00
<u>101-4232-42900</u>	Other Expense	15.75
<u>101-4310-42500</u>	Repair/Maint Expense	468.82
<u>101-4310-42510</u>	Street Snow Removal	793.35
<u>101-4310-42600</u>	Supply/Material Exp	749.15
<u>101-4310-42810</u>	Phone	150.00
<u>101-4320-42150</u>	Postage	68.00
<u>101-4320-42500</u>	Repair/Maint Expense	5,786.58
<u>101-4320-42600</u>	Supply/Material Exp	950.90
<u>101-4410-43350</u>	Humane Society	1,140.79
<u>101-4520-42600</u>	Supply/Material Exp	667.90
<u>101-4652-42300</u>	Publishing Exp	53.69
<u>101-4652-42600</u>	Supply/Material Exp	44.97
Total:		47,358.71

<u>Account</u>	<u>Name</u>	<u>Amount</u>
<u>211-4650-42700</u>	Travel/Conf Expense	165.00
Total:		165.00

<u>Account</u>	<u>Name</u>	<u>Amount</u>
<u>604-4000-42150</u>	Postage	0.78
<u>604-4000-42201</u>	Dues/Subscriptions	5,614.02
<u>604-4000-42500</u>	Repair/Maint Expense	402.55
<u>604-4000-42600</u>	Supply/Material Exp	139.11
<u>604-4000-42610</u>	Auto Expense	81.67
<u>604-4000-42630</u>	Chemicals and Lab Supplies	740.80
<u>604-4000-42700</u>	Travel/Conf Expense	125.00
<u>604-4000-42810</u>	Phone	100.00
<u>604-4000-43400</u>	Equip Expense	205.76
Total:		7,409.69

January 2024 Waste Water Commissioner Report

Meetings and Business

Attend 2 Commission Meetings

Attend 0 Special Meetings

Normal Calls, Visits, and emails

Waste Water Treatment

- Plant is running good this month, no violations
- Green House roof is on now, delay on some of the electronic components
- Construction is still scheduled to finish up in July 2024
- Change order #4 was being reworked
- Still working on Grant for Generators
- Still working on the forced main and the air released values issues
- Still working the purchase of all land around plant instead of part, budgeted
- Law Suite with Water Warriors still working on finalizing settlement

MISC

Required Report

Feb 202~~5~~ Commissioner Clyde Hirsch

MEETINGS

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

POLICE DEPARTMENT

2-9. Meeting with Rich

2-16 Meeting with Lisa about stop signs

2-16 meeting with Rich

2-23 visit with Rich

2-23 completed cyber sec. test

Required Report

Jan. 2024 Commissioner Kitzmiller

MEETINGS

- Attended 2 Commission Meeting
- Attended Special Meeting
- Attended 1 Parks Board Meeting

PUBLIC WORKS

Almost daily calls or text messages with Public Works Supervisor.

- Public Works Supervisor and I discussed the following:
- New Garbage truck has been put into service. No issues reported.
- All trucks are online.
- New equipment for future budget.
- Yard Waste containers will be put out in April. Date to be determined.
- New construction in the Police office.

Monitored my Facebook page.....providing information on the upcoming elections.

February 2024 Commissioner White Report

MEETING ATTENDED

- * Attend 2 City Commission Meetings
- * Regular weekly meetings for Financial Audit

FINANCE

- * Weekly 1:1 with Department Head, Stephany Baumeister for updates
- * 02/09 - Turned in Petition for Commissioner 2-year term for Finance Commissioner
- * 02/12 - Met with Mayor Torno, City Admin Lisa Schieffer, Chief Nasser, and Finance Officer Stephany Baumeister on upcoming Financial Audits
- * 02/15 - Reviewed 221 Fund request from Piedmont Valley Chamber with Amanda Anglin from Sturgis Economic Development
- * 02/20 – Updates on Bright Beginnings with Finance Officer, Stephany Baumeister
- * 02/21 - Met with Amanda Anglin from Sturgis Economic Development on Comprehensive Overview and 211 Fund withdrawal
- *

MISC.

- * 02/09 - Met with Lisa Schieffer regarding upcoming agenda items
- * Received email communications on updates on Capital Improvement Projects
- * Received regular email communications and reviewed SDML Legislative Updates on impacting legislation

FEBRUARY 2024 MAYOR REPORT

COMMISSION MEETINGS

- * Attended Two (2) Commission Meetings

CITY DEVELOPMENT AND PLANNING

- * Discussed Norman Ranch housing development with LSchieffer reviewed proposed developers agreement, and follow up emails and discussions
- * Discussion with LSchieffer and TMorris regarding developer's agreement and TIF options for residential development
- * Meeting with LSchieffer, AKayl, LShagla, and owners and building professionals of JR's BBQ to discuss expansion
- * Discussions (ongoing) with City Administrator regarding current developments, including zoning, platting, and future growth
- * Ongoing discussions with LSchieffer regarding future developments, both residential and commercial developments
- * Meeting with HDR engineers regarding Alluvial Fan Scope meeting with site visits through the Summerset area
- * Email correspondence regarding development near Norman Ranch with LSchieffer, AKayl, MWheeler, and LShagla
- * Discussions and follow up emails regarding annexation regarding two voluntary annexations and platting
- * Reviewed and signed multiple building permits
- * Emails to State Local Government committee Representative regarding HB 1127
- * Emails to State Senate Local Government committee regarding HB 1127
- * Testified in State House Local Government committee
- * Testified in State Senate Local Government committee
- * Discussion with DReiss with Municipal League regarding HB 1127
- * Phone calls with both Representative Cammack and Senator Johnson regarding HB 1127
- * Discussions with State Representative and State Senators in Pierre relating to multiple city issues
- * Attended Meade County comprehensive plan meeting in Sturgis
- * Reviewed Capital Improvement Project documentation

DEPARTMENT AND PERSONNEL INTERACTION

- * Correspondence via email from TWiezorek regarding legal and development matters
- * Review emails regarding developers agreement and potential amendments to developers agreement
- * Emails to Commissioners White, Kitzmiller, Hirsch, and Butler regarding HB 1127
- * Discussion with MWheeler regarding settlement with Water Warriors
- * Discussion with AKayl, NBirgen, and DMcComb regarding fake emails and cybersecurity issues
- * Discussion with LSchieffer and SBaumeister regarding petitions and election matters
- * Discussion with MWheeler regarding petition and election matters
- * Discussion with AKayl regarding garbage options for commercial and cost/revenues associated with commercial garbage
- * Discussion regarding unpaid business license
- * Phone call with AAnglin and CBernhardt regarding position and funding through SEDC with follow up phone calls
- * Email and text correspondence with BOldfield regarding HB 1127
- * Meeting with RNasser and AKayl regarding updating ordinances and ticket books
- * Email review of surplus/auction of police vehicle with follow up discussion with RNasser
- * Conversation with MWheeler regarding legal matters
- * Discussion with AKayl regarding garbage truck updates
- * Discussion with AKayl regarding waste water line and release/air valves, as well as plan to identify any potential internal concerns
- * Email correspondence with AAnglin, PVCC, and SEDC regarding interviews of applicants
- * Discussion with AKayl regarding snow removal, correspondence with citizens, and enforcement of ordinances
- * Discussion with AKayl regarding personnel matters with follow up discussions
- * Discussion with JSmith regarding city matters
- * Discussion with RNasser regarding legal/criminal matters
- * Reviewed MIR from Police Department
- * Reviewed WWTP meeting minutes
- * Reviewed invoices for the month February

- * Reviewed financial information, including February revenue and expenditure reports
- * Discussions with LSchieffer regarding grant opportunities and timelines
- * Reviewed agenda for Commission meetings
- * Reviewed and signed business licenses and building permits
- * Approved and signed leave slips
- * Reviewed Planning & Zoning Committee meeting via facebook live and minutes
- * Reviewed Parks and Rec meeting via facebook live and minutes

MISC.

- * Attended Municipal Day at the capitol in Pierre
- * Attend the annual Legislative Rib Dinner in Pierre
- * Phone call with Representative Cammack regarding HB 1127
- * Phone call with Senator Johnson regarding HB 1127
- * Phone calls (multiple) with South Dakota Municipal League Executive Director DReiss regarding HB 1127

Red line

DEVELOPMENT AGREEMENT

THIS AGREEMENT FOR PUBLIC IMPROVEMENTS (the "Agreement") is made and entered into this _____ day of _____, 2024 by and between the City of Summerset, a municipal corporation of the State of South Dakota whose address is 7055 Leisure Lane, Summerset, South Dakota 57718 (the "City"), and Norman Ranch Subdivision, LLC, a South Dakota Limited Liability Company, 1624 Concourse Court, Rapid City, South Dakota 57703 (hereinafter, "Developer" or "Owner").

WHEREAS, the Developer owns certain real property within the City's three-mile platting jurisdiction generally located on Norman Avenue, and more specifically described as:

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

Also known as Norman Ranch Subdivision (the "Property").

WHEREAS, the Developer intends to annex the Property into the City of Summerset and to subdivide and/or develop the Property, the effect of which will directly impact and generate the need for on-site and off-site improvements;

WHEREAS, the Developer acknowledges that the public infrastructure improvements (also referred to as the "Improvements") required herein are reasonably attributable to the special impacts that will be generated by the proposed uses of the Property and that the terms and conditions set forth in this agreement are reasonable, necessary, and appropriate; and

WHEREAS, the City has the authority to regulate the subdivision of land within its jurisdiction pursuant to SDCL 11-6-27; and

WHEREAS, pursuant to its statutorily authorized authority, the City has enacted ordinances which require the Developer to construct and/or install certain Improvements necessitated by subdivision and/or development of the Property.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree as follows:

I. THE REAL PROPERTY

The real property is described as:

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

PARCEL 1 -

II. ANNEXATION

The Developer will make application to annex the property into the City of Summerset.

DEVELOPMENT AGREEMENT

III. RESIDENTIAL SUBDIVISION

The Developer will develop the Property as a residential subdivision. The property ~~will~~ may be developed in multiple phases over an anticipated six (6) year period and include approximately five hundred (500) residential dwelling units, including single family homes and townhomes as allowed by the zoning code and underlying private covenants. The Developer agrees to follow all applicable State and City rules to annex, zone and subdivide the property.

IV. CONSTRUCTION PLANS

The Developer will provide, at their sole cost, Construction Plans to the City of Summerset and State of South Dakota for review and approval. The plans will be prepared in accordance to the Development Standards and Procedures.

V. WATER

The Developer has contracted with Black Hawk Water User District (BHWUD) to provide potable water for the Property and development. BHWUD will be responsible for approving and reviewing construction plans for compliance with applicable State rules and standards. BHWUD will similarly be responsible for all reviews, testing and inspection as required for the potable water system.

VI. SANITARY SEWER AND LIFT STATION

A. The City of Summerset will provide sanitary sewer treatment for the Property and subdivision.

B. The Developer will install a new subdivision lift station and force main to connect to the existing City of Summerset infrastructure. The proposed lift station will be expandable to account for future growth in the sanitary sewer basin. The force main will be tied into the existing City of Summerset Lift Station and Recreation Drive.

C. The ability of the existing force main to service subsequent phases of development is unclear at this time. Any repairs or upgrades due to malfunctions or blockage will be at the City's expense, while any other upgrades otherwise necessary will be at the expense of the Developer.

D. The Developer agrees to upgrade the City's existing lift station on Recreational Drive to accommodate additional flow once necessitated by the Property development.

VII. PURPOSE

The purposed of this Agreement is (1) to initiate the annexation and development of the Property by the Developer; (2) to ensure that the Developer is permitted to connect to the City of Summerset Sanitary Sewer infrastructure; (3) to establish a cost recovery plan for Sanitary Sewer infrastructure; and (4) to stimulate and develop the general economic welfare and prosperity of the

DEVELOPMENT AGREEMENT

State.

VIII. DEVELOPER'S RESERVED RIGHTS

The parties acknowledge that the Developer reserves the right to undertake the improvements contained within the Agreement in its sole discretion. Construction of infrastructure will be as needed and permitted by the City for any particular approved phase. Developer reserves the right to adjust timing, scope, and size of phases according to market changes.

IX. CITY PARK/SHOP

Developer agrees to reserve a parcel within the proposed subdivision at a mutually agreeable location for a new city park. Developer will plat and deed said park parcel to the City during the development of the parcel. The park parcel will be created and deeded prior to the completion of the last phase of permitted construction. Developer will comply with City ordinances relating to appropriate greenspace pertaining to the residential zoning and to the extent no ordinances apply provide for appropriate greenspace as mutually agreed.

Developer will also donate three (3) acres at a mutually agreeable location for a City Shop to house equipment and items necessary to provide service to the subdivision. As approved by the City, the Developer will include full cost reimbursement at a fair market value for both the park and City Shop parcel through the Tax Increment Financing (TIF) referenced in Section X.

X. TAX INCREMENT FINANCING (TIF)

Developer intends to apply for a Tax Increment Financing (TIF) with the City of Summerset to offset extraordinary initial subdivision costs. This Agreement does not/nor does it imply or constitute approval of TIF or imply that the City will approve such an application.

XI. INFRASTRUCTURE IMPROVEMENTS

A. Upon the annexation of the Property, it will be located within the boundaries of the City. Infrastructure improvements constructed under the Project Plan and this Agreement must conform with (1) plans and specifications approved by the City of Summerset; (2) plans and specifications approved by BHWUD; and (3) all applicable Federal, State and Local laws and regulations.

B. The City is not responsible for the bidding or construction of any improvements identified in the Agreement, aside from that identified in Section VI (C). The Developer must construct the improvements through private contracts.

XII. MECHANIC'S LIEN OR MATERIALMAN'S LIEN

The Developer agrees to immediately satisfy any and all Mechanic's Liens or Materialman's Liens that arise as a result of improvements constructed under this Agreement. This provision will not prevent the Developer from subsequently seeking compensation from subcontractors or others who may be responsible for such liens or for such payment; nor will this

DEVELOPMENT AGREEMENT

provision prevent the Developer from defending against an action to foreclose a Mechanic's Lien. If a judgment in a Mechanic's Lien foreclosure action is entered against the Developer, the Developer agrees to (1) satisfy such judgment or (2) post a bond in an amount of the judgment lien during the pendency of any appeal of such judgment by the Developer.

XIII. COST RECOVERY PLAN

The City and Developer will work cooperatively to develop a Cost Recovery Plan associated with the identified costs, per SDCL 9-48-15, that will be implemented at a later date. The City and Developer recognize that the improvements being made by the Developer are significant and beneficial to the overall well-being of the City of Summerset. The Developer recognizes the financial responsibility for the costs associated with the subdivision lift station, City lift station upgrade and force main, and the City recognizes the Developer is 100% responsible for said costs. To assist the Developer in recouping the initial costs of said infrastructure, a Cost Recovery Plan will be developed. The intent of the Cost Recovery Plan will be to ensure that future developments who receive the benefit of the said infrastructure will be required to pay proportionally the cost of said infrastructure, based on the proposed development.

XIV. IMPROVEMENTS REQUIRED

A. The Developer shall provide for the construction/installation of the Improvements or other performance requirements set forth in Exhibit A as follows:

1. Exhibit A, attached hereto and incorporated herein by this reference, contains all required Improvements related to the proposed subdivision covered by this agreement.
2. Exhibit A includes a description of Improvements and a schedule of the estimated costs of the Improvements to be accepted by the City.
3. Exhibit A provides for surety estimates only and shall not be used to establish construction standards or specifications. If there is a conflict between Exhibit A and the construction plans approved by the City, the approved plans shall govern.

B. The Developer shall, at its sole expense, design, construct and install the Improvements for initial acceptance as provided in Section XVIII herein ("Initial Acceptance") and shall repair the Improvements as necessary until final acceptance by the City as provided in Section XIX herein ("Final Acceptance").

C. Engineering Construction Plans for public right-of way and/or public improvements must be approved by the City prior to construction, or installation of the Improvements.

D. If the City is required to use the Infrastructure Security or the Infrastructure Warranty to construct any of the Improvements contemplated by this agreement, it is understood by the parties that the surety can be used to cover any additional engineering, surveying, testing, or other professional services costs necessarily incurred in completing the Improvements.

DEVELOPMENT AGREEMENT

XV. CONSTRUCTION PHASING

The Developer may divide the required Improvements contemplated by this agreement into ~~three (3)~~ multiple construction phases. Phasing of the Improvements shall be permitted subject to the terms and conditions of this agreement. The Developer, at its discretion, may modify the sequence of the phase of construction if approved administratively by the City Engineer.

XVI. SECURITY FOR CONSTRUCTION/INSTALLATION OF IMPROVEMENTS

A. Prior to filing of a final plat, the Developer shall provide to the City cash-in-lieu of bond, an irrevocable letter of credit, or a performance surety bond payable to the City to secure completion of each phase of the Improvements contemplated by this agreement (the "Infrastructure Security"). The Developer shall not be required to post the Infrastructure Security required by this section for any Improvements which have been completed and for which Initial Acceptance by the City has been obtained. Upon completion and Initial Acceptance of any phase, the Developer may provide the City with an updated cost estimate of the remaining improvements and have its surety reduced to reflect the value of the outstanding Improvements. If the Developer is providing cash-in-lieu or an irrevocable letter of credit, the amount of the surety shall be equal to one hundred fifteen percent (115%) of the estimated cost of the Improvements. A bond or letter of credit shall be valid until Initial Acceptance. The Developer shall obtain Initial Acceptance of the improvements contemplated in this agreement at least six (6) months before the expiration of any instrument provided under this section. If the Developer fails to do so, the City may draw on the instrument and complete the improvements or may require that the Developer extend the expiration date of the original surety or provide a new surety to replace the original instrument. If a letter of credit is provided, it shall be drawn on a local South Dakota institution, or if issued by an out of state financial institution, one that has been approved by the City Attorney's Office.

B. Upon issuance of the letter of Initial Acceptance described in Section XVIII, the City shall release the Infrastructure Security so long as all releases of any mechanic's liens have been filed with respect to the project and an acceptable Warranty Security as provided in Section XVII of this agreement has been executed and delivered to the City.

C. Developer Default.

1. In the event Developer fails to obtain Initial Acceptance within the time frame outlined in this agreement, subject to any timeframe adjustment agreed upon by the City and the Developer, the City may use the Infrastructure Security and apply such funds to completion of the Improvements.

2. In the event of a default, the City will provide the Developer written notice of such default at its last known address by first class mail. The Developer shall have ninety (90) days from the written notice of default to cure such default.

3. The City shall refund any Infrastructure Security not applied to completion of the Improvements within 60 days of accepting the Improvements constructed with the

DEVELOPMENT AGREEMENT

Infrastructure Security. Any remaining funds will be returned to the bank or surety, or in the case of cash in lieu of a surety, to the Developer.

4. The method and manner in which the City elects to construct or install the Improvements shall be consistent with the plans previously approved by the City; provided, that nothing herein shall obligate the City to install or complete the Improvements and nothing herein shall prevent, prohibit or limit the remedies available to the City to enforce the obligations of this agreement.

XVII. WARRANTY

A. Developer hereby warrants the Improvements to be constructed pursuant to this agreement will be free from defects, including, but not limited to, defects of materials, workmanship, and design and that the Improvements otherwise fully comply with all applicable City standards and specifications per the approved plans. The warranty period begins to run at Initial Acceptance of the Improvements per Section XVIII of this agreement.

B. Prior to Initial Acceptance of each phase of the Improvements, Developer shall execute and deliver to the City a warranty performance guarantee equal to ten percent (10%) of the total estimated cost of the completed Improvements (the "Infrastructure Warranty"). The City agrees to work with the Developer to either reduce or convert the Infrastructure Security to cover the Warranty Period if the Developer so desires.

C. The Infrastructure Warranty shall be in the form of an irrevocable letter of credit, warranty bond or cash escrow and shall provide security for costs that may be incurred in repairing or replacing the respective Improvements for twenty-four (24) months from the date of issuance of the letter of Initial Acceptance (the "Warranty Period").

1. Any entity issuing a warranty bond shall have at least an "A" rating from Moody's, or an equivalent rating as designated by a nationally recognized ratings firm and shall be included in the most recent listing of companies holding Certificates of Authority as Acceptable sureties on Federal Bonds and as Acceptable Reinsuring Companies, Department of Treasury, Circular 570.

2. If a letter of credit is provided, it shall be drawn on a local South Dakota institution, or if issued by an out of state financial institution, one that has been approved by the City Attorney's Office.

D. In the event any substantial repair or replacement is required to any of the Improvements during the Warranty Period and such repair or replacement is not timely made upon notice of defect, or in any event before the expiration of the Warranty Period, the City Engineer may elect to exercise one or more of the options listed below:

1. Extend the Warranty Period of any Improvement(s) which have been repaired or replaced for up to an additional one (1) year after acceptance of the completed repair or replacement and require the Developer to extend the term of the appropriate Warranty Security.

DEVELOPMENT AGREEMENT

2. Call the appropriate Warranty and secure repair or replacement of the non-conforming Improvements.

XVIII. INITIAL ACCEPTANCE

Initial Acceptance of Improvements.

A. In order to obtain Initial Acceptance of Improvements for a phase or an entire project, Developer shall submit to the City a request for Initial Acceptance of Improvements on a form provided by the City and one (1) copy of "as built" drawings. The developer may divide the required Improvements contemplated by this agreement into three (3) phases. The phases will be identified pursuant to this agreement. The Developer may obtain Initial Acceptance of each phase as it is completed. Upon Initial Acceptance of a phase, the warranty period for the Improvements constructed in that phase will begin to run.

B. Within fifteen (15) business days of receipt of a request for Initial Acceptance, the City shall review the "as built" drawings and shall either approve the drawings or return the drawings to the Developer with comments.

1. In the event the "as built" drawings are returned to Developer with comments, the Developer shall resubmit "as built" drawings to the City incorporating the revisions contained in the comments.

2. Once the "as built" drawings are approved, Developer shall submit to the City "certified as built" drawings and electronic AutoCAD files.

C. Within fifteen (15) business days of receipt of a request for Initial Acceptance of Improvements, the City shall inspect the Improvements.

1. During, or subsequent to, inspection of the Improvements, the City shall generate a written "punch list" of items requiring correction, repair, or replacement in compliance with all applicable ordinances and standards of the City. The City shall generate and return the written "punch list" to the Developers within five (5) business days after the inspection.

2. In the event Developer fails to correct, repair or replace the punch list items within thirty (30) days of the date of the punch list, the City shall not grant Initial Acceptance, but shall instead conduct a subsequent inspection of the Improvements and generate a revised punch list based on the items identified in the original punch list until all punch list items have been corrected, repaired or replaced to the satisfaction of the City. If the Developer fails to complete the punch list repairs in a reasonable time, the City may draw on the Infrastructure Security in this agreement and complete the items identified on the punch list.

3. The City Engineer may authorize the Initial Acceptance of the Improvements if they find the Improvements to be substantially complete. This provision is meant to allow

DEVELOPMENT AGREEMENT

for Initial Acceptance to be granted when only a few minor items from the punch list remain to be completed. The remaining Improvements will be completed within a timeframe agreed to by the City Engineer and the Developer. Any remaining Improvements will be covered by the warranty surety and the City may use the warranty surety to complete the improvements if the Developer fails to do so within the timeframes agreed to, or any reasonable extensions thereof.

D. Upon a finding of satisfactory completion of the Improvements in compliance herewith and with all applicable ordinances and standards of the City, and upon execution and delivery to the City of the Infrastructure Warranty, the City shall grant Initial Acceptance of the Improvements via certified letter to the Developer, the date of which shall constitute the date of commencement of the Warranty Period for the Improvements as identified in Section XVII.

E. Building permits may be issued prior to Initial Acceptance if Infrastructure Security has been issued and all required fire hydrants, water for fire suppression, and reasonable emergency access to the lots on which building permits are requested are satisfactory as determined by the City.

XIX. FINAL ACCEPTANCE OF IMPROVEMENTS

A. Procedure for Final Acceptance. Not earlier than ninety (90) days or later than sixty (60) days prior to the date of expiration of a Warranty Period for any phase, The City will initiate a final inspection. The City will make reasonable attempts to notify the Developer of the date and time of the final inspection and will allow the Developer, or their representative, to observe the inspection.

1. After the final inspection has been completed, the City shall generate a written "punch list" of items requiring correction, repair, or replacement in compliance with all applicable ordinances and standards of the City. If there are no items in need of correction, repair or replacement, the City shall issue the Letter of Completion and Final Acceptance pursuant to paragraph 4 of this section. The City shall send the Developer the "punch list" or Letter of Completion and Final Acceptance within ten (10) business days of completing the final inspection.

2. In the event repairs are needed and the Developer fails to correct, repair or replace the punch list items within thirty (30) days of the date of the punch list, the City shall not grant Final Acceptance, but shall instead conduct a subsequent inspection of the Improvements and generate a revised punch list based on the items identified in the original punch list until all punch list items have been corrected, repaired or replaced to the satisfaction of the City. If the Developer fails to complete the punch list repairs in a reasonable time, the City may draw on the Warranty Security in Section XVII of this agreement and complete the items identified on the punch list.

3. If the Improvements subject to the inspection request fully conform to this agreement and the City's applicable standards and specifications, and/or all repairs or replacements, if any are needed, have been made to bring the Improvements into conformance, the City shall issue to the Developer via certified letter, a Letter of Completion and Final Acceptance.

DEVELOPMENT AGREEMENT

4. Subject to the provisions of this agreement, the City shall release the Warranty only after Final Acceptance of the Improvements related thereto. The expiration or failure of any surety and or other security provided to secure the Improvements contemplated herein shall not release or excuse the Developer from performing the obligations contained herein.

C. Developer's failure to obtain Final Acceptance of improvements prior to expiration of the Warranty Period related thereto shall constitute a breach of this agreement, and the City may exercise its rights to secure performance as provided in Section XXVI(B) of the agreement.

D. Nothing herein shall be construed or deemed as requiring the City to finally accept and release from Warranty any Improvements that are defective or damaged with the exception of normal wear and tear as identified by the City Engineer.

XX. DEVELOPMENT STANDARDS AND PROCEDURES

A. Engineering Services. Developer shall procure at its sole expense all engineering and landscaping services necessary and appropriate in conjunction with the development of the Property, which services shall fully conform to the City's applicable ordinances, standards, and specifications. Professional services shall be performed by engineers, surveyors, architects, or other professionals duly licensed by the State of South Dakota as may be appropriate.

B. Review. All applicable plans shall be reviewed by the City for conformance to the City's ordinances, regulations, and design standards. No construction of any Improvements shall occur without prior plan approval.

C. Right-of-Way Permit. Prior to commencing construction of the Improvements, Developers shall obtain all required Right-of-Way permits, pay all fees related thereto and pay any associated City fees as required.

D. Testing. Developer shall employ at their sole expense a professional qualified, independent testing company to perform all testing of materials or construction that may reasonably be required by the City to ensure compliance with City standards and specifications. Developer shall furnish the City with certified copies of test results and shall release and authorize full access to the City and its designated representatives to all work-up materials, procedures and documents used in preparing test results.

E. Inspection. During construction of the Improvements and until Final Acceptance, Developer shall request and coordinate with the City all inspections thereof. The City will provide to the Developer or their representative a list of the required inspections. The City will have two (2) business days in which to conduct an inspection when requested. Upon completion of the required inspection, the City will provide the Developer or their representative a notification verifying that the inspection was completed. If the Developer does not request a required inspection, the City shall have the right to require the Developer to remove and replace any Improvements which were installed without the required inspection. The Developer shall reasonably cooperate and assist the City to gain access to the areas designated for inspection. The Developer shall also

DEVELOPMENT AGREEMENT

notify the City upon discovery that any Improvements were not installed, or constructed in conformance with the approved plans, or the City's standards and specifications. Inspection and acceptance of work by the City shall not relieve Developer of any responsibility under this agreement.

F. Erosion Control. All work associated with the installation or construction of the Improvements shall conform to the City's requirements for erosion control and the approved erosion and sediment control drawings associated with the Property.

1. Developer shall, at their own expense, keep on-site and adjacent streets and rights-of-way used as construction routes clean of mud, rocks, and debris at all times during construction.

2. Within twenty-four (24) hours of verbal notification by the City of non-compliance with this subsection F, Developer shall commence clean-up operations and diligently pursue completion of such clean-up operations to the satisfaction of the City.

3. If Developer fails to respond within 24 hours, the City is unable to contact Developer after reasonable effort or Developer fails to diligently pursue clean-up operations to the satisfaction of the City, the City may take corrective action to clear the affected streets and rights-of-way and invoice Developer at the City's prevailing rate for which Developer shall be liable for prompt payment.

XXI. CONTRACTORS, SUBS AND SUPPLIERS; PAYMENT, REMOVAL OF LIENS

A. Developer shall ensure that all contractors and/or subcontractors employed by Developer are licensed by the City before any work on the Improvements is commenced.

B. Developer shall at all times promptly make payments of all amounts due to persons supplying labor, materials, or services in connection with the Improvements and to any persons who may otherwise be entitled to assert a lien upon the Property. Developer shall indemnify and defend the City with respect to any such lien and, regardless of the merits of the lien, shall immediately take any and all steps necessary to remove the lien from the Property.

XXII. NON-LIABILITY

Developer acknowledges that the City's review and approval of plans for the development of the Property is done in furtherance of the general public health, safety, and welfare and that no specific relationship with, or duty of care to, Developer or third parties are assumed by such review approval or immunity waived.

XXIII. INDEMNIFICATION

Developer agrees to indemnify and hold harmless the City and its officers and employees from and against all liability, claims, demands and expenses, including court costs and attorney fees, on account of any injury, loss or damage, which arise out of or are in any manner connected

DEVELOPMENT AGREEMENT

with the work to be performed under this agreement if such injury, loss or damage is caused in whole or in part by the negligent act or omission, error, professional error, mistake, accident or other fault of Developer, any Subcontractor of Developer or any officer, employee or agent of Developer. The obligations of this Section shall not apply to the extent the City becomes liable by final judgment to pay a third party as the result of the negligent act or omission, error, professional error, mistake, accident or other fault of the City.

XXIV. INSURANCE

A. Coverages. The Developer agrees to provide the City with a certificate of insurance showing that the Developer has the following coverages:

1. Workers' Compensation Insurance as required by South Dakota state statute and all other insurance required by any applicable law.
2. Commercial General or Business Liability Insurance with minimum combined single limits of One Million Dollars (\$1,000,000.00) for each occurrence and Two Million Dollars (\$2,000,000.00) general aggregate.
3. Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than One Million Dollars (\$1,000,000.00) for any one occurrence, with respect to each of Developer's owned, hired, or non-owned vehicles assigned to or used in connection with this agreement.

The certificate shall be subject to review and approval by the City prior to commencement of any services under this agreement. The City shall review the Certificate within ten (10) working days of receipt. The certificate shall identify the City as an additional insured pursuant to this agreement. The completed certificate shall be sent to:

City Administration
7055 Leisure Lane
Summerset, SD 57718

B. Self-Insurance. Evidence of qualified self-insured status may be substituted for one or more of the foregoing insurance coverages if first approved by the City.

C. Requirements. If not self-insured per paragraph XXIV(B). above, Developer shall at a minimum procure and maintain the insurance coverages listed herein. Such coverages shall be procured and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by Developer pursuant to retroactive dates. Coverage for extended reporting periods shall be procured to maintain such continuous coverage.

D. Failure to Obtain Insurance Constitutes Breach. Developer's failure to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute

DEVELOPMENT AGREEMENT

a breach of this agreement and, if said breach is not cured within ten (10) business days of written notice by the City to Developer, the City may immediately terminate this agreement, or at its discretion, the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Developer to the City upon demand, or the City may offset the cost of the premiums against any monies due to Developer from the City.

E. Certified Copies. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto. Developer agrees to execute any and all documents necessary to allow the City access to any and all insurance policies and endorsements pertaining to this agreement.

XXV. FEES AND CHARGES

Fees and charges shall be assessed pursuant to the provisions of the ~~Rapid-City~~City of Summerst Municipal Code and/or any fee resolutions properly adopted by the City Council at the time this agreement was entered into.

XXVI. MISCELLANEOUS PROVISIONS

A. Governing Law and Venue. This agreement shall be governed by the laws of the State of South Dakota, and venue shall be in the Circuit Court for the ~~Fourth~~Seventh Judicial Circuit, County of ~~Pennington~~Meade, State of South Dakota. The parties hereto agree and acknowledge that this agreement may be enforced at law or in equity.

B. Breach or Default.

1. In the event Developer should fail to timely comply with any of the terms, conditions, covenants and undertakings hereof and such non-compliance is not cured and brought into compliance within the time frames specified in this agreement, or within thirty (30) days of written notice of breach to Developer by the City in cases where no time frame is specified, the City may exercise its rights to the Infrastructure or Warranty Security provided for in this agreement to cure the breach. The City Engineer may provide a longer cure period at the request of the Developer.

2. Notice by the City to Developer shall specify the conditions of default. The Developer's cure period shall begin to run upon being notified in writing by the City of the breach and/or default.

3. Nothing hereunder shall be construed to limit the City from pursuing any other remedy at law or in equity that may be appropriate under the City Code, applicable laws and the legal standards of the State of South Dakota or United States before any court of competent jurisdiction. Such remedies shall be cumulative.

C. Governmental Immunity Act. No term or condition of this agreement shall be

DEVELOPMENT AGREEMENT

construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of South Dakota State Statutes.

D. Title and Authority. Developer warrants to the City that it is the record owner of the Property or acting in accordance with a valid and unrevoked power of attorney of the record owner which has been attached hereto. Each individual executing this agreement covenants and warrants that he or she is fully authorized to execute this agreement on behalf of the party he or she represents.

E. No Waiver. The failure of the City to take timely action with respect to the breach of any term, covenant or condition hereof shall not be deemed to be a waiver of such performance by Developer, or a waiver of any subsequent breach of the same, or any other term, covenant, or condition herein contained.

F. Binding Effect. This agreement shall be binding on the parties hereto and their respective heirs, successors, and assigns. If the Developer sells, or otherwise transfers ownership of the development contemplated by this agreement to another party, the Developer must inform the City and an assignment of this agreement must be executed by the City, the Developer, and the purchaser. Until a written assignment of this Agreement is executed by the parties, the Developer shall remain responsible for all of the promises and obligations contained in this Agreement. This agreement shall remain in full force and effect until all applicable provisions herein have been fulfilled. The Developer acknowledges that but for the promises made herein, the City would not approve the subdivision contemplated herein. The Developer further acknowledges that the City's approval of the proposed subdivision is good and sufficient consideration for the promises it has made herein.

G. Entire Agreement. This agreement shall constitute the entire agreement between the parties with regard to the subject matter herein. No subsequent amendment shall be valid unless made in writing and executed by the parties hereto.

H. Notice. Any notice that may be given under the terms of this agreement shall be made in writing and shall be deemed made upon personal service or upon mailing by United States Mail, postage prepaid, to the other party, unless amended by written notice, as follows:

DEVELOPER:
Norman Ranch Subdivision, LLC
1624 Concourse Court
Rapid City, SD 57703

CITY:
City Administrator
City of Summerset
7055 Leisure Lane
Summerset, SD 57718

DEVELOPMENT AGREEMENT

I. Severability. To the extent that this agreement may be executed and performance of the obligations of the parties may be accomplished within the intent of this agreement, the terms of this agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.

J. No Third-Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the City and Developer, and nothing contained in this agreement shall give or allow any such claim to right of action by any other third person on such agreement. It is the expressed intention of the City and the Developer that no person other than the City or Developer receiving services or benefits under this agreement shall be deemed a beneficiary hereof.

K. No Partnership or Agency. Notwithstanding any language in this agreement or any representation or warranty to the contrary, neither the City nor Developer shall be deemed or constitute a partner, joint venture, or agent of the other. Any actions taken by the parties pursuant to this agreement shall be deemed actions as an independent contractor of the other.

IN WITNESS WHEREOF and agreeing to be fully bound by the terms of this agreement, the parties have executed this Agreement as of the date first written above.

DEVELOPER

By: _____
President

State of South Dakota)
) ss.
County of Pennington)

On this the _____ day of _____, 2024, before me, the undersigned officer, personally appeared _____, known to me or satisfactorily proven to be the President of [DEVELOPER], a South Dakota limited liability company, and as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

(SEAL)

Notary Public, South Dakota
My Comm. Expires _____

DEVELOPMENT AGREEMENT

City of Summerset
APPROVED AS TO FORM:

By: _____

RECOMMENDED AND APPROVED:

By: _____

◀ Back to the community (/search/all.asp?bst=traffic+control+grant)

[Contact Us \(/general/?type=CONTACT\)](/general/?type=CONTACT) [My Profile \(/members/\)](/members/) [Sign Out \(/Logout.aspx\)](/Logout.aspx)

Enter search criteria...



SOUTH DAKOTA
MUNICIPAL LEAGUE

MENU

Street Maintenance Traffic Control Device Grant



Describe other expenses

Total Requested *

Supporting Documentation *

No file chosen

SUBMIT

CONNECT WITH US

South Dakota Municipal League
208 Island Drive
Fort Pierre, SD 57532
(605) 224-8654

(mailto:email@email.com)info@sdmunicipalleague.org
(mailto:info@sdmunicipalleague.org)

 (<https://www.facebook.com/sdmunileague>) 
(<https://twitter.com/sdmunileague>)

QUICK LINKS

(/general/?type=CONTACT)Career Center (<https://sdmunicipalleague.site-ym.com/networking/>)

(/general/?type=CONTACT) (/login.aspx)Directory Updates
(<https://sdmunicipalleague.site-ym.com/page/Services-DirectoryUpdates>)

(/login.aspx)Online Store (<https://sdmunicipalleague.site-ym.com/store/>)



Safe travels:

Traffic and Parking Control Co., Inc.
5100 West Brown Deer Rd
Brown Deer, WI 53223
Phone No.:800-236-0112
E-Mail: customerservice@tapconet.com

SALES QUOTE

SALES QUOTE DATE

2/22/2024

SALES QUOTE NUMBER

Q24003067

CUSTOMER NO.

C99997

Page: 1

BILL TO

City of Summerset
Anthony Kayl
7055 Leisure Ln
Summerset, SD 57718-9778
United States of America

SHIP TO

City of Summerset
Anthony Kayl
7055 Leisure Ln
Summerset, SD 57718-9778
United States of America

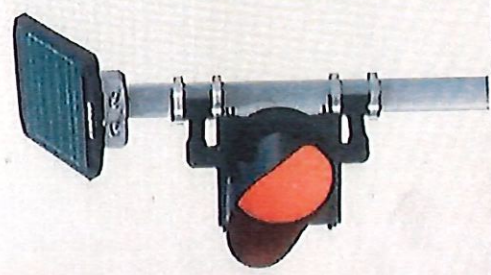
Ext. Document No.	SHIP VIA	TERMS	SALESPERSON	VALID UNTIL
	BEST RATE Prepaid & Add	Net 30 DAYS	Sydney Catania	3/25/2024

Item/Description	U/M	Quantity	Unit Price	Total Price
3x 17W, Time Clock Activated 12" Red Beacon (Yellow Housing & Arms), on 2" Square Posts				
500574 Controller, 6V, 141330, 14 Ah, 24/7, Beacon, Red, 1 LED Output Only	Each	3	913.50	2,740.50
250277 BlinkerBeacon, Single, Red, Yellow Housing, Yellow Poly Arms, Conduit Grip On Side	Each	3	468.90	1,406.70
2180-TIMECLOCK Time Clock Software Feature Upgrade	Each	3	512.10	1,536.30
2180-20007 Circuit Programming Kit, IWS Controller,After 2017 USB-A to Micro-B Cable, Program Through Web	Each	1	135.00	135.00

Customer Providing Poles
Furnish only quote. Installation is not included.
Solar powered equipment requires no shading or obstructions

Subtotal:	5818.50
Invoice Discount:	0.00
Total Sales Tax:	0.00
Total:	5,818.50

All prices are listed in US Dollar (USD)
For terms and conditions, please visit <https://tapconet.com/terms-conditions>



Solar LED Flashing Beacons - Red & Black

Solar beacon lights increase the visibility of pedestrian crossing signs

- Make traffic signs more noticeable and create safer crossing areas for pedestrians and drivers with solar-powered warning beacons.
- The 13W solar panel on top of the pole combined with 14Ah battery power provides energy-efficient operation.
- Easily mount solar beacon lights to 2-3/8" Dia round sign posts

> [View Product Details](#)

Select Options

Lens Color Red

Base Color Black

> [View all available options](#)

Quantity: 1
 Style No 24206D
 Supplied in Piece

Price: \$1,662.95

[ADD TO CART](#)

> [Request a quote](#)

Estimated ship date:
 Chat or call for availability

Customers also viewed

- Reflective Pedestrian Crossing Signs - Custom Speed Limit From \$63.45
- Reflective Pedestrian Crossing Signs - Pedestrian Crossing Symbol
- BlinkerSign® Flashing LED Pedestrian Crossing Sign
- BlinkerSign® Flashing LED School Crossing Sign

Click Here to Save 15%

Type here to search

52°F Sunny 12:16 PM 2/20/2024

Chat with an Expert

MELANIE TORNO,
MAYOR

COMMISSION:
DAVID BUTLER
MICHAEL KITZMILLER
STEPHANIE WHITE
CLYDE HIRSCH

CITY OF
SUMMERSET



CITY HALL
7055 LEISURE LANE
SUMMERSET, SD 57718

TEL: 605.718.9858
FAX: 605.718.9883

WWW.SUMMERSET.US

March 7th, 2024

Attn: Street Maintenance Association
South Dakota Municipal League
208 Island Drive
Fort Pierre, SD 57532

Re: Street Maintenance Traffic Control Device Grant

To Whom it May Concern:

The Summerset Board of Commission does hereby approve the purchase of two (4) LED Flashing Beacons. Public Works Superintendent Anthony Kayl is a member of the South Dakota Municipal Street Maintenance Association and has been an employee with the City of Summerset going on three (3) years.

We would like to thank you in advance for the opportunity to apply for Street Maintenance Traffic Control Device Grant. If you should need any additional information, please feel free to contact us at any time.

Respectfully,

Melanie Torno,
Mayor City of Summerset



Safe travels:

Traffic and Parking Control Co., Inc.
5100 West Brown Deer Rd
Brown Deer, WI 53223
Phone No.:800-236-0112
E-Mail: customerservice@tapconet.com

SALES QUOTE

SALES QUOTE DATE
2/16/2024
SALES QUOTE NUMBER
Q24002761
CUSTOMER NO.
C99997

Page: 1

BILL TO
City of Summerset
Anthony Kayl
7055 Leisure Ln
Summerset, SD 57718-9778
United States of America

SHIP TO
City of Summerset
Anthony Kayl
7055 Leisure Ln
Summerset, SD 57718-9778
United States of America

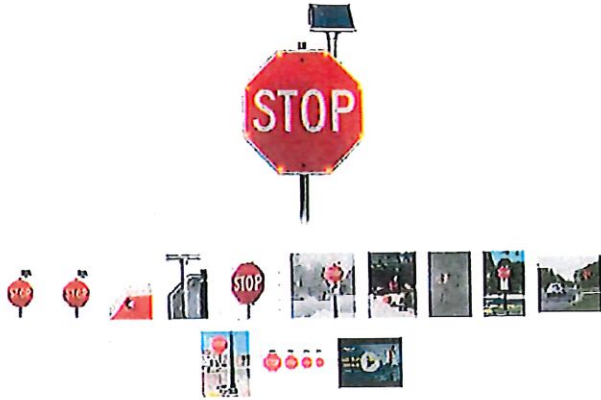
Ext. Document No. **SHIP VIA** **TERMS** **SALESPERSON** **VALID UNTIL**
BEST RATE Net 30 DAYS Sydney Catania 3/17/2024
Quoted

Item/Description	U/M	Quantity	Unit Price	Total Price
Repeat Order of SO727002 - Item 300489 Includes:				
300489 BlinkerSign, R1-1, 30"x30"x.080, Stop, DG3, White, Timeclock, 8 Red LEDs, SPM	Each	3	2,485.00	7,455.00
Solar powered equipment requires no shading or obstructions Customer Providing Poles Furnish only quote. Installation is not included.				
3200-0000 FREIGHT SALES		1	375.00	375.00

Subtotal: 7830.00
Invoice Discount: 0.00
Total Sales Tax: 0.00

Total: 7,830.00

All prices are listed in US Dollar (USD)
For terms and conditions, please visit <https://tapconet.com/terms-conditions>



Ordered 5/2/23

TAPCO

BlinkerStop® Flashing LED STOP Sign (R1-1)

\$1,675.00

SKU: 2180-00209

Share Product: [f](#) [t](#) [in](#)

[Write a Review](#)

Size: **Required**

30 In H x 30 In W

Power Source: **Required**

Solar

LED Color: **Required**

Red

Sheeting Color: **Required**

Red

Quantity:

▼ 1 ▲

ADD TO CART

[Add To Saved Product List](#)

DESCRIPTION

[SHIPPING & RETURNS](#)

BlinkerStop® LED STOP Signs provide greater awareness for high-risk and high-incident intersections where static signs are ineffective, reducing blow-throughs up to 52.9%.

TAPCO's BlinkerSign® LED Signs combine flashing perimeter LEDs and 3M DG³ reflective sheeting, resulting in the most visible signage available. With selectable power options, including an eco-friendly solar panel and battery package or convenient 120VAC, BlinkerSign® LED Signs are capable of increasing roadway compliance in any application. Variable dimming circuitry measures the available light and adjusts the LED flash brightness accordingly. BlinkerStop® LED STOP Signs are programmed to flash 24/7.

Features:

- MUTCD-compliant
- High-power LEDs are visible more than 1 mile away and heighten driver awareness in bright daylight, night, fog, rain and snow
- Visibility is broken into daytime and night time
- Lightweight unit comes fully assembled, making installation onto any new or existing sign post quick and easy
- Fully encapsulated wiring protects against inclement weather, tampering and vandalism
- Variable dimming circuitry automatically adjusts brightness levels, maintaining optimal LED output and extending battery life
- Optional BlinkerBeam® upgrade synchronizes multiple signs at an intersection
- Available solar and AC power options enable work in any situation
- Proudly made in the USA

Please consult your local, state and federal regulations for the proper sign size selection. Rightsizing with the proper sign selection maximizes the achievable safety benefit.

RELATED PRODUCTS



Standard STOP Sign (R1-1)

Starting at \$46.95



Download the Intelligent Warning Systems Catalog

Detailed descriptions and breakdowns of our LED-Enhanced IWS Systems.

Download FREE Catalog

MELANIE TORNO,
MAYOR

COMMISSION:
DAVID BUTLER
MICHAEL KITZMILLER
STEPHANIE WHITE
CLYDE HIRSCH

CITY OF
SUMMERSET



CITY HALL
7055 LEISURE LANE
SUMMERSET, SD 57718

TEL: 605.718.9858
FAX: 605.718.9883

WWW.SUMMERSET.US

March 7th, 2024

Attn: Street Maintenance Association
South Dakota Municipal League
208 Island Drive
Fort Pierre, SD 57532

Re: Street Maintenance Traffic Control Device Grant

To Whom it May Concern:

The Summerset Board of Commission does hereby approve the purchase of two (4) Blinker-Stop Flashing LED Stop Signs. Public Works Superintendent Anthony Kayl is a member of the South Dakota Municipal Street Maintenance Association and has been an employee with the City of Summerset going on three (3) years.

We would like to thank you in advance for the opportunity to apply for Street Maintenance Traffic Control Device Grant. If you should need any additional information, please feel free to contact us at any time.

Respectfully,

Melanie Torno,
Mayor City of Summerset

NOTICE FOR PUBLICATION

Ordinance 2024-02

**AN ORDINANCE AMENDING TITLE XV – LAND USAGE, CHAPTER 150- FLOOD
DAMAGE PREVENTION, 150.25 DESIGNATION OF THE FLOODPLAIN ADMINISTRATOR**

NOTICE IS HEREBY GIVEN that the City of Summerset will set the first reading on amended Ordinance #2024-02 Amending Title XV - Chapter 150, Subsection 150.25 – Designation of the Floodplain Administrator.

Said first reading will be held at Summerset City Hall, 7055 Leisure Lane, Summerset SD on April 4th, 2024 @ 6:00 p.m. The purpose of the public hearing is to accept public comment on the proposed amended ordinance.

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 7th day of March 2024.

City of Summerset

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

ADMINISTRATION

§ 150.25 DESIGNATION OF THE FLOODPLAIN ADMINISTRATOR.

The Board of Emergency Management Commissioner, is hereby appointed the Floodplain Administrator to administer and implement the provisions of this chapter and other appropriate sections of 44 C.F.R. (National Flood Insurance Program Regulations) pertaining to floodplain management.

(Ord. 23, passed 8-19-2010)

§ 150.26 DUTIES AND RESPONSIBILITIES.

Duties and responsibilities of the Floodplain Administrator shall include, but not be limited to, the following:

- (A) Maintain and hold open for public inspection all records pertaining to the provisions of this chapter;
- (B) Review the permit application to determine whether proposed construction or other development, including the placement of manufactured homes, will be reasonably safe from flooding;
- (C) Review, approve, or deny all applications for development permits required by adoption of this chapter;
- (D) Review permits for proposed development to assure that all necessary permits have been obtained from those federal, state, or local governmental agencies (including § 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. § 1334) from which prior approval is required; and
- (E) Where interpretation is needed as to the exact location of the boundaries of the areas of special flood hazards (for example, where there appears to be a conflict between a mapped boundary and actual field conditions), the Floodplain Administrator shall make the necessary interpretation.

(Ord. 23, passed 8-19-2010)

§ 150.27 PERMIT PROCEDURES.

(A) (1) Application for a development permit shall be presented to the Floodplain Administrator on forms furnished by him or her and may include, but not be limited to, plans in duplicate drawn to scale showing the location, dimensions, and elevation of proposed landscape alterations, existing and proposed structures, including the placement of manufactured homes, and the location of the foregoing in relation to areas of special flood hazard.

(2) Additionally, the following information is required:

- (a) Elevation (in relation to mean sea level), of the lowest floor (including basement) of all new and substantially improved structures at least one foot above;
- (b) Elevation in relation to mean sea level to which any non-residential structure shall be flood-proofed;
- (c) A certificate from a registered professional engineer or architect that the non-residential flood-proofed structure shall meet the flood-proofing criteria of this chapter;
- (d) Description of the extent to which any watercourse or natural drainage will be altered or relocated as a result of proposed development; and
- (e) Maintain a record of all such information.

(B) Approval or denial of a development permit by the Floodplain Administrator shall be based on all of the provisions of this chapter and the following relevant factors:

- (1) The danger to life and property due to flooding or erosion damage;
- (2) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
- (3) The danger that materials may be swept onto other lands to the injury of others;
- (4) The compatibility of the proposed use with existing and anticipated development;
- (5) The safety of access to the property in times of flood for ordinary and emergency vehicles;
- (6) The costs of providing governmental services during and after flood conditions including maintenance and repair of streets and bridges, and public utilities and facilities such as sewer, gas, electrical, and water systems;
- (7) The expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site;
- (8) The necessity to the facility of a waterfront location, where applicable;
- (9) The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use; and
- (10) The relationship of the proposed use to the Comprehensive Plan for that area.

(Ord. 23, passed 8-19-2010)

§ 150.28 VARIANCE PROCEDURES.

(A) The Appeal Board as established by the community shall hear and render judgment on requests for variances from the requirements of this chapter.

(B) The Appeal Board shall hear and render judgment on an appeal only when it is alleged there is an error in any requirement, decision, or determination made by the Floodplain Administrator in the enforcement or administration of this chapter.

(C) Any person or persons aggrieved by the decision of the Appeal Board may appeal such decision in the courts of competent jurisdiction.

(D) The Floodplain Administrator shall maintain a record of all actions involving an appeal and shall report variances to the Federal Emergency Management Agency upon request.

(E) Variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing the relevant factors in division (C) above have been fully considered. As the lot size increases beyond the one-half acre, the technical justification required for issuing the variance increases.

(F) Upon consideration of the factors noted above and the intent of this chapter, the Appeal Board may attach such conditions to the granting of variances as it deems necessary to further the purpose and objectives of this chapter.

(G) Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.

(H) Variances may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued

designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.

(I) Prerequisites for granting variances are as follows.

(1) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

(2) Variances shall only be issued upon:

(a) Showing a good and sufficient cause;

(b) A determination that failure to grant the variance would result in exceptional hardship to the applicant; and

(c) A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.

(3) Any application to whom a variance is granted shall be given written notice that the structure will be permitted to be built with the lowest floor elevation below the base flood elevation, and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.

(J) Variances may be issued by a community for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use, provided that:

(1) The criteria outlined in divisions (A) through (J) above are met; and

(2) The structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threats to public safety.

(Ord. 23, passed 8-19-2010)

MELANIE TORNO,
MAYOR

COMMISSION:
DAVID BUTLER
MICHAEL KITZMILLER
STEPHANIE WHITE
CLYDE HIRSCH

CITY OF
SUMMERSET



CITY HALL
7055 LEISURE LANE
SUMMERSET, SD 57718

TEL: 605.718.9858
FAX: 605.718.9883

WWW.SUMMERSET.US

March 7, 2024

Via US Mail and Email

jsietsema@wrbsc.com
Jennifer Sietsema, Executive Director
Black Hills Counsel of Local Governments
730 E Watertown St
Rapid City, SD 57701

Re: Amtrak Support Letter

Dear Ms. Sietsema:

I am writing to you on behalf of the City of Summerset regarding the South Dakota Amtrak Passenger Rail Proposal. This matter has been discussed by the City's Board of Commissioners, which is the governing body. I am authorized to write to you and advise that the City of Summerset strongly supports South Dakota Amtrak and the proposed preferred routes that have been provided. The City believes that this passenger rail will be very beneficial to its residents and to western South Dakota.

Thank you for your attention in this matter. Please do not hesitate to contact me with any questions or concerns.

Sincerely,

Melanie Torno, Mayor
City of Summerset

MT/ag

From: Dan Bilka <dan@allaboardnw.org>
Sent: Friday, February 23, 2024 12:35 PM
To: Dan Bilka <dan@allaboardnw.org>
Subject: Fwd: South Dakota Amtrak - "On the map!" - Breaking Passenger Rail Developments

You don't often get email from dan@allaboardnw.org. [Learn why this is important](#)

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender's email address.

Hey all,

While I know I sent this to many of you before, I just wanted to reforward this to you and emphasize that I personally believe that western South Dakota will be instrumental to make sure Amtrak comes to South Dakota.

Again, we encourage you as individuals, entities, or organizations to submit comments to the project team and our congressional delegation if you feel these concepts have merits.

Thanks!

Dan

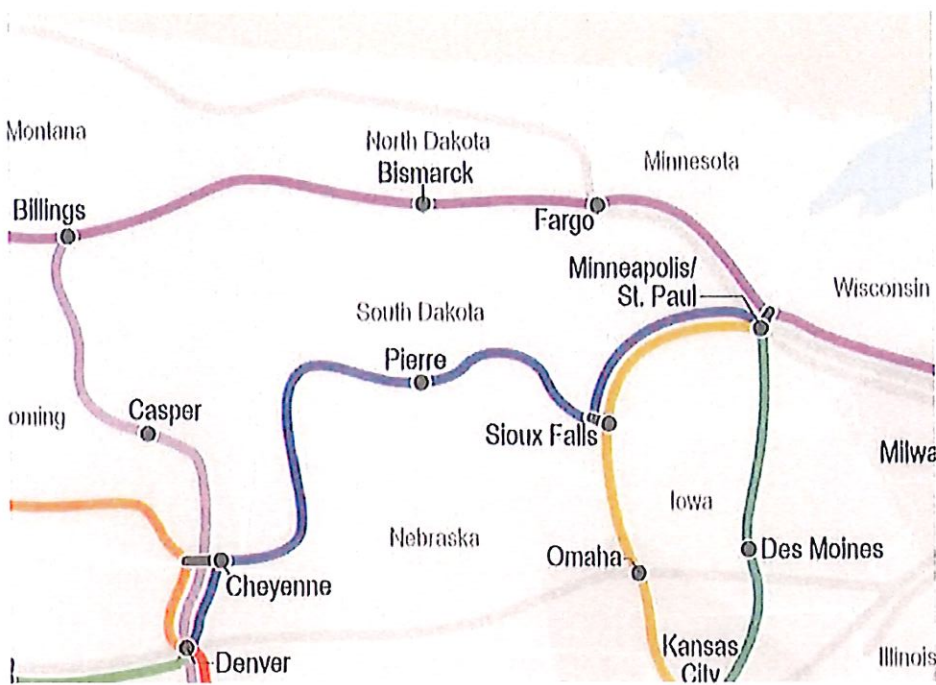
----- Forwarded message -----

From: Dan Bilka <dan@allaboardnw.org>
Date: Sat, Feb 17, 2024 at 12:02 PM
Subject: South Dakota Amtrak - "On the map!" - Breaking Passenger Rail Developments
To: Dan Bilka <dan@allaboardnw.org>

Hello my fellow South Dakotans!!,

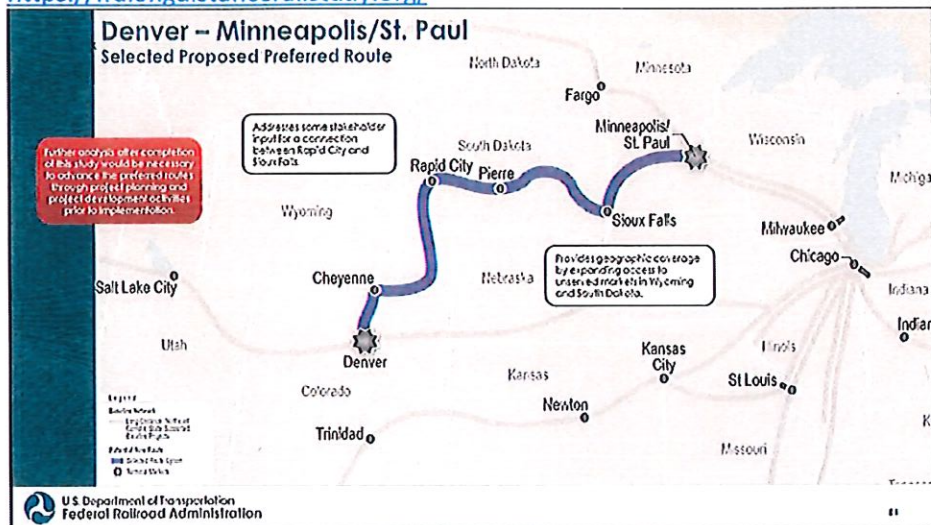
Now that the Project team has released the materials, I am pleased to announce that South Dakota, for the first time in Amtrak's 52+ year history, is on a Federally-created proposed map of passenger rail service! We are now identified on the "Proposed Network of Preferred Routes."

South Dakota: "On. The. Map!!"



From the FRA: "

<https://fralongdistancerailstudy.org/>



The Long-Distance study process has identified two routes through our state. A Twin Cities - Sioux Falls - Rapid City - Cheyenne - Denver routing and a Twin Cities - Sioux Falls - Sioux City - Omaha- Kansas City and beyond routing. It has been through no small part, the efforts of All Aboard Northwest (in the room and at the table with the FRA during the workshops) and comments submitted by South Dakotans and our friends across the nation that has gotten us to this milestone.

The presentation from the Round 3 workshops can be seen here: https://fralongdistancerailstudy.org/wp-content/uploads/2024/02/FRA_LDSS_Presentation_for_Web_Meeting3_Optimized.pdf

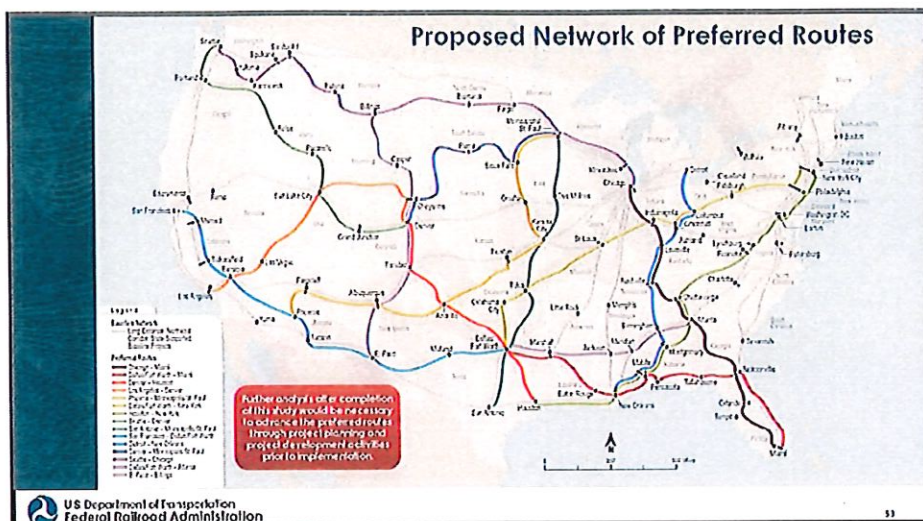
This isn't the last step, *this is only the first step*, to return passenger trains to our state. We'll also continue making the case for more routes, ultimately, to be included for passenger rail (*here's looking at you Milbank, Aberdeen, & Lemmon*).

Given the 52+ years of South Dakota being disadvantaged by not having passenger rail, I *personally* believe that we (along with Wyoming) should be a top priority to get on the map with passenger rail services again. With your help, support, and vocal interest to the FRA, our state leaders and congressional delegation, we can make it happen!

South Dakotans, and all people in our region, deserve the same freedom of mobility, economic opportunity, and quality of life that passenger rail services bring! Together, we can make it happen.

What's next?

The final round of Workshops will be held later this year after which the final report will be delivered to Congress. Once delivered, we need Congress to act on these recommendations and bring these critically needed routes into reality. Once they act on these recommendations, these proposed routes will have to go through service development planning (and likely construction activities) prior to implementation.



We need to get our Congressional Delegation; Senator Thune, Senator Rounds, and Representative Johnson on-board with passenger rail and help ensure that we're a national priority moving forward.

Read more about this Round of workshops from our partners at Rail Passengers:

<https://railpassengers.org/happening-now/news/blog/15-new-trains-closer-to-our-long-distance-goals/>
<https://www.railpassengers.org/happening-now/news/blog/the-round-three-1d-map-is-out/>

Key to note:

"As for the naysayers you may have read on social media, well, they're entitled to their opinions. But nobody should draw conclusions about whether rail expansion is worthwhile just from looking at leaked sections of a vision map. And assuming that somehow a year and a half of concentrated full-time study would NOT include thinking about track conditions, capital investment, living patterns, equipment needs, or station placement and design? Well, that's just plain silly. The FRA team didn't just order out for pizza last month and sit in someone's basement to draw up a map with Magic Markers. Everyone involved knows that the next step is a broad, high-level assessment of capital needs, ridership, social and economic benefits, and stages of readiness. And that's coming in Round Four this Spring, setting the stage for additional route-specific detailed planning later on."

Passenger Rail is feasible for South Dakota and it's up to us to make it a reality. Yes, it may take a number of years to realize but now is the best time to start working on that! Public Comments are now open on the Round 3 Materials until March 8th. Make your voices heard!

Dan

--

Dan Bilka

*Co-Founder & President, All Aboard Northwest
Coordinator, Greater Northwest Passenger Rail Coalition*

dan@allaboardnw.org

[LinkedIn](#)

--

Dan Bilka

*Co-Founder & President, All Aboard Northwest
Coordinator, Greater Northwest Passenger Rail Coalition*

Director, Rail Passengers Association

- Fmr. South Dakota Councilman

dan@allaboardnw.org

Cell: (605) 480-2532

[LinkedIn](#)



Mayor Melanie Torno
City of Summerset
7055 Leisure Lane
Summerset, SD 57718

March 4, 2024

Dear Mayor Torno and the Summerset City Commission:

Please accept this request for allocated funds in the 2024 budget on behalf of the Board of Directors of the Sturgis Economic Development Corp. (SEDC).

SEDC is seeking \$10,000 for marketing initiatives to coincide with the hiring of the Economic Development Coordinator position.

The role of the Economic Development Coordinator will involve collaborating with various stakeholders, including business entities, government, educational institutions, and others, to identify business development needs in Meade County. Fifty percent of the coordinator's time will be dedicated to activities within the City of Summerset and in partnership with the Piedmont Valley Chamber of Commerce (PVCC).

Specifically, the requested funds will be allocated as follows:

- **Developing and executing a Marketing/Social Media plan** to promote economic development opportunities in Summerset. (\$5,000)
 - Digital and Print Marketing Opportunities, on platforms like Facebook, Instagram, and local/regional publications (magazines/newspapers).
- **Organizing, facilitating, and marketing PVCC and Summerset Community Events** (\$2,000)
 - Digital Event Marketing, Promotional Signs, Banners, and Supplies for events such as Food Truck Nights, PVCC Networking Mixers, and Lunch and Learns.
- **Executing a Marketing/Social Media plan** to enhance awareness of PVCC and its mission. (\$2,000)
 - Utilizing Digital and Print Marketing Opportunities on platforms like Facebook, Instagram, and local/regional publications (magazines/newspapers/flyers).
- **Recruiting new businesses to join the Chamber**, contributing to its growth and vibrancy. (\$1,000)
 - Utilizing Digital Marketing Opportunities on platforms such as Facebook and Instagram; Ribbon Cutting Supplies.

In the coming weeks, an official announcement will be shared with you, and I am enthusiastic about the prospect of collaborating with you on various economic development projects in Summerset.

On behalf of the SEDC Board of Directors, I extend our sincere gratitude for your support of economic development in Summerset and throughout Meade County.

Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink that reads "Amanda Anglin". The signature is written in a cursive, flowing style.

Amanda Anglin, SEDC Executive Director



Mayor Melanie Torno
City of Summerset
7055 Leisure Lane
Summerset, SD 57718

March 4, 2024

Dear Mayor Torno and the Summerset City Commission:

Please accept this formal request for allocated funds in the 2024 budget on behalf of the Board of Directors of the Sturgis Economic Development Corp. (SEDC).

SEDC is seeking \$34,000 to cover salary and benefits for the newly hired Economic Development Coordinator. The offer of employment has been officially approved, and the candidate has accepted the offer, set to commence duties on April 1, 2024.

The role of the Economic Development Coordinator will involve collaborating with various stakeholders, including business entities, government, educational institutions, and others, to identify business development needs in Meade County. Fifty percent of the coordinator's time will be dedicated to activities within the City of Summerset and in partnership with the Piedmont Valley Chamber of Commerce (PVCC).

The key responsibilities of this position include:

- Conducting 15-20 Business Retention and Expansion (BR&E) visits within the Summerset City Limits.
- Collaborating with Summerset City Staff to address all economic development-related inquiries.
- Developing and executing a Marketing/Social Media plan to promote economic development opportunities in Summerset.
- Organizing and facilitating PVCC and Community Events.
- Executing a Marketing/Social Media plan to enhance awareness of the PVCC and its mission.
- Reestablishing connections with current PVCC members and actively engaging them.
- Recruiting new businesses to join the Chamber, thereby contributing to its growth and vibrancy.

In the coming weeks, an official announcement will be shared with you, and I am enthusiastic about the prospect of collaborating with you on various economic development projects in Summerset.

On behalf of the SEDC Board of Directors, I extend our sincere gratitude for your support of economic development in Summerset and throughout Meade County.

Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink that reads "Amanda Anglin". The signature is written in a cursive style.

Amanda Anglin, SEDC Executive Director

Lisa Schieffer

From: Kailey Snyder <ksnyder@wrbsc.com>
Sent: Wednesday, February 28, 2024 2:25 PM
To: Lisa Schieffer
Subject: Local Match - Generators

Lisa,

Just FYI. Based on the current costs for both generators and electric the 25% match would be \$44,350. The Notice of Funding Opportunity say the State will cover 10% of that cost. So, the cost for the city would be \$26,610. Once we are absolutely settled on the costs, I will get you a commitment letter to sign. Just so you know, while the State is going to cover the 10%, it is still required that the letter is signed off for the total 25%.

~Kailey

Kailey Snyder
Community Development/Resiliency Specialist
Black Hills Council of Local Governments
730 E Watertown Street | Rapid City, SD 57701
P: 605-721-6135 | E: Ksnyder@wrbsc.com



City of Summerset
Attention John Ambrose
605-415-9405
Sun Valley Lift Station
02.22.24

GenPro Energy Solutions LLC is pleased to propose to you the following quote on enclosed standby generator for the **Sun Valley Lift Station** site based on sizing information provided by customer.

Option 1 (Full Turnkey Installation)

(1) – Model GLPS96S-SAE Powerdak
95KW, 277/480 V, 3 PH, 60 HZ PSI
Natural Gas Fuel Engine Driven 5.7LTCAC PSI
Level 2 Sound and Weather Protected Aluminum Enclosure

Standard Equipment

UL 2200 Certified
EPA Certified Engine
Stamford Generator
180MPH Wind Rated Housing
Deepsea 7420MKII Controller
Battery Charger
Hidden Critical Grade Muffler
Flexible Radiator & Oil Drains
Battery Rack & Cables
Battery Group 27
Battery Core
Radiator Filled with Mixture of Green Glycol and De-Ionized Water
Engine Crankcase Filled with SAE 10W30 Oil

(1) – CB1-150-3-4

150 A 277/480V 3 Pole Thermal Magnetic Circuit Breaker

(1) – S-9A

External PMG Excitation

(1) – S-10B

1 1/4" Flexible Dry Fuel Line 16" Long for 80-150kW Gen-Sets

(1) – S-13D

1500-Watt 120V 1PH Engine Coolant Heater for 80-150kW Dry Fuel / 100-210kW Diesel Fuel

(1) – S-17B

Mushroom Style Stop Switch Mounted in NEMA 4X Small Enclosure, UL Listed, Suitable for Remote Locations,
Complies with NFPA-110 Requirements

Warranty: 3 years / 2000 Hour Standard Limited



605-941-9920
866-898-0777

Info@genproenergy.com
www.genproenergy.com

19261 Timberline Plaza
Piedmont, SD 57769



GENPRO
ENERGY SOLUTIONS™

(1) - ASCO 300 Series Transfer Switch

Cat. No: 03ATSA30200NGXF, 11BE,44G

Ampacity: 200

Poles: 3

Voltage: 277/480

Phase: 3

Enclosure: Nema 3R

UL1008 LISTED & LABELED and includes the following Standard features:

Time Delays:

Engine Start Sensing

Transfer to Emergency

Phase Rotation Sensing on Norm/Emergency

Transfer to Normal (Customer to Activate)

Engine Cool Down

Other Standard Features:

Engine Exerciser

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

Sensing:

Over Voltage on Norm/Emergency

Engine Start Contacts (Customer to Activate)

Dry Contacts (two sets) for ATS Position

Under Voltage on Norm/Emergency

(1) Set LED's Indicates Closed on Norm/Emergency

Over Frequency Sensing on Norm/Emergency

(1) Set LED's Indicates Availability on Norm/Emergency User Interface

Under Frequency Sensing on Norm/Emergency

Visual (4) Line by (20) Character LCD Display with

Phase Voltage Sensing on Norm/Emergency

Membrane Key Pad Scrolling System

27-In-phase monitor for transfer of motor loads (customer to activate)

Warranty: 3 years Standard Standby Warranty

Installation Description Includes

Travel mileage, Travel Time, Onsite Labor with delivery of generator to location. Remove old generator. Customer responsible for transport of old generator off location. Use customer's existing concrete pad. Install new generator on pad. Install ATS and all necessary conduit, and wiring. Hookup existing natural gas. Contractors Excise Tax, and Freight included in installation price.

Full Turnkey Installation FOB Site Leisure Lane

\$50,000 USD

Generator Estimate Delivery from time of order as of date 6-8 weeks.



608-841-9920
866-698-0777

Info@genproenergy.com
www.genproenergy.com

18261 Timberline Plaza
Plymouth, SD 57769



City of Somerset
Attention John Ambrose
605-415-9405
Leisure Ln Lift Station
02.22.24

GenPro Energy Solutions LLC is pleased to propose to you the following quote on enclosed standby generator for the **Leisure Lane** site based on sizing information provided by customer.

Option 1 (Full Turnkey Installation)

(1)– Model GLPS96S-SAE Powerdak
95KW, 277/480 V, 3 PH, 60 HZ PSI
Natural Gas Fuel Engine Driven 5.7LTCAC PSI
Level 2 Sound and Weather Protected Aluminum Enclosure

Standard Equipment :

UL 2200 Certified
EPA Certified Engine
Stamford Generator
180MPH Wind Rated Housing
Deepsea 7420MKII Controller
Battery Charger
Hidden Critical Grade Muffler
Flexible Radiator & Oil Drains
Battery Rack & Cables
Battery Group 27
Battery Core
Radiator Filled with Mixture of Green Glycol and De-Ionized Water
Engine Crankcase Filled with SAE 10W30 Oil

(1)– CB1-150-3-4
150A 277/480V 3 Pole Thermal Magnetic Circuit Breaker

(1)– S-9A
External PMG Excitation

(1)– S-10B
1 ¼" Flexible Dry Fuel Line 16" Long for 80-150kW Gen-Sets

(1)– S-13D
1500-Watt 120V 1PH Engine Coolant Heater for 80-150kW Dry Fuel / 100-210kW Diesel Fuel

(1)– S-17B
Mushroom Style Stop Switch Mounted in NEMA 4X Small Enclosure, UL Listed, Suitable for Remote Locations, Complies with NFPA-110 Requirements

Warranty: 3 years / 2000 Hour Standard Limited



605-841-9920
800-898-0777

Info@genproenergy.com
www.genproenergy.com

13261 Timberline Plaza
Piedmont, NC 27709



(1)- ASCO 300 Series Transfer Switch

Cat. No: 03ATSA30200NGXF, 11BE,44G

Ampacity: 200

Poles: 3

Voltage: 277/480

Phase: 3

Enclosure: Nema 3R

UL1008 LISTED & LABELED and includes the following Standard features:

Time Delays:

Engine Start Sensing

Transfer to Emergency

Phase Rotation Sensing on Norm/Emergency

Transfer to Normal (Customer to Activate)

Engine Cool Down

Other Standard Features:

Engine Exerciser

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

Sensing:

Over Voltage on Norm/Emergency

Engine Start Contacts (Customer to Activate)

Dry Contacts (two sets) for ATS Position

Under Voltage on Norm/Emergency

(1) Set LED's Indicates Closed on Norm/Emergency

Over Frequency Sensing on Norm/Emergency

(1) Set LED's Indicates Availability on Norm/Emergency User Interface

Under Frequency Sensing on Norm/Emergency

Visual (4) Line by (20) Character LCD Display with

Phase Voltage Sensing on Norm/Emergency

Membrane Key Pad Scrolling System

27-In-phase monitor for transfer of motor loads (customer to activate)

Warranty: 3 years Standard Standby Warranty

Installation Description Includes

Travel mileage, Travel Time, Onsite Labor with delivery of generator to location. Remove old generator. Customer responsible for transport of old generator off location. Use customer's existing concrete pad. Install new generator on pad. Install ATS and all necessary conduit, and wiring. Current site location is single phase. Customer requested to upgrade to 3 phase. Transfer switch to generator 3 phase wiring is GenPro's responsibility. Transformer to ATS utility is customer's responsibility to coordinate with utility. Hookup existing natural gas. Contractors Excise Tax, and Freight included in installation price.

Full Turnkey Installation FOB Site Leisure Lane

\$67,400 USD

Generator Estimate Delivery from time of order as of date 6-8 weeks.



608-341-9920
866-693-0777

Info@genproenergy.com
www.genproenergy.com

18261 Timberline Plaza
Plodmont, SD 57769

Here is a list of the items we will need for the Generator application. Please note the items highlighted in yellow will be needed for me to complete the environmental review. I will need them no later than **March 15**. If you have any issues with getting folks out to answer some of the yellow highlights by that date let me know.

For GenPro & BHE – Please note responses must be on **OFFICIAL LETTERHEAD**, or FEMA won't accept.

1. **GenPro:** Annual preventative cost estimate for this generator. *Please include as a separate note from the quote. (Even if they aren't the ones doing the future maintenance, they should be able to provide an idea of a cost) – **Official letterhead**
2. **GenPro:** Itemized quote. ((If they didn't take into account the year review time and change in cost there is a little wiggle room.)) *Don't go overboard. There is \$836,000 in the category this project falls in. The current cost is \$177,400.
3. **BHE:** Itemized quote. ((If they didn't take into account the year review time and change in cost there is a little wiggle room.))
4. **GenPro or BHE:** Documentation on the sizing of the generator for the lift stations, must be signed by licensed engineer or licensed electrician in the state. – **Official letterhead**
5. **GenPro or BHE:** Documentation how the new generator will be hooked up or connected...will the project be using pre-existing connections? Are new connections needing to be installed? If new connections are needed provide details of the new element, and photos showing the location. – **Official letterhead**
6. **GenPro and BHE:** A letter explaining the area and depth of ground dist. (including trenching). If no ground dist. This must also be stated. – **Official letterhead**
7. **GenPro:** Documentation on how the generator and fuel tanks will be mounted and to what design specifications (we may need to wait depending on the pavement issue), Is fuel tank above or below ground, what spill prevention and retention measures (double walled tank, located within an impermeable berm, etc.) will be employed in the generator design to prevent any fuel spill due to a possible leak?, What spill cleanup equipment will be on site? Will security fencing and/or impact barriers be installed around the generator? Are these described and/or is it explained how the generator will be protected from theft and vehicle impacts? – **Official letterhead**
8. **GenPro:** A flyer or information on the specifics of the generator (size, fuel tank, associated piping, kW, single or multi-phase, gas, diesel, propane, etc...) -there is usually some kind of info pamphlet or flyer GenPro has.
9. **Could be GenPro or City:** Documentation fuel type and capacity must be sufficient to mitigation risk from the hazards. Does this include having an enclosure (fence) around the generator, is fuel stored on-site, how long fuel is expected to operate, how will generator be refueled during long power outages – **Official Letterhead**

10. **GenPro and BHE:** Verify the project will be constructed to the latest edition of codes and standards by including a description of the building code and standards that will be followed. Be sure to indicate that *newest edition will be utilized when the project is awarded* – **Official letterhead**
11. **GenPro:** Indicate the type of transfer switch: manual or automatic – don't need official letterhead

For Somerset - Please note responses must be on **OFFICIAL LETTERHEAD**, or FEMA won't accept.

1. I have attached two documents that will need to be signed by City Council to designate the applicant agent. – Need to be signed at City Council meeting – don't need official letterhead
2. Need legal description and address of location where the generator is going to be located – don't need official letterhead
3. Letter stating if the ground has been previously disturbed, year of construction of the lift stations, last time ground was disturbed. Is the area known to contain cultural artifacts – **official letterhead**
4. Foundation type of the lift station, primary use of structure type, (if) secondary use of structure type, building size (square feet), year built, is the structure leased or rented? Is the building substantially damaged? Does the structure have other co-owners or holders of recorded interest? – doesn't need letterhead
5. Is the lift station insured? Privately or self-insured? Insurance company name. – doesn't need letterhead
6. Pictures taken from all sides (see attached example)
7. The location of the placement of the generator. Please make a note with the photos (item 6), which side the generator will be located.

Designation of Applicant Agent

Declaration Number – DR – 4178-SD

<u>Lisa Schieffer</u> Name of Applicant's Agent	<u>City Administrator</u> Title
<u>7055 Leisure Lane</u> Business Address	<u>(605) 718-9858</u> Work Phone
<u>Summerset, SD 57718</u> City, State & Zip Code	<u>605-718-9883</u> Fax Number

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

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

Approved by:

Melanie Torno, Mayor

(Name and Title)

(Date)

(Signature)

Resolution 2024-08

Appointment of Applicant Agent

For the Hazard Mitigation Grant Program (HMGP)

WHEREAS, the City of Summerset (applicant) is submitting a Hazard Mitigation Grant project to the Federal Emergency Management Agency (FEMA) and the State of South Dakota; and

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

NOW THEREFORE BE IT RESOLVED that the City of Summerset (applicant) appoints Lisa Schieffer, City Administrator as the authorized Applicant Agent.

Date this _____ day of _____, 2024

Appointing Authority

Name: _____

Title: _____

Signature: _____

Date: _____

Attested

Name: _____

Title: _____

Signature: _____

Date: _____

Organization Information:

Applicant/Member: City of Summerset

Address: 7055 Leisure Lane., Summerset SD 57718

Department Involved: Public Works/Wastewater

Project Contact: _____ Phone: _____ Fax: _____

Email: _____

Alternate Contact (if any): _____ Phone: _____

Fax: _____

Email: _____

**Please fully describe the equipment to be purchased:
Please include manufacturer and model number if applicable or submit a detailed
quote & specs with the application.**

Signature of applicant: _____ Date: _____

Project and application authorized by: (governing body) _____

Signature (Authorizing Person): _____ Date: _____

Print Name (Authorizing Person): _____ Title: _____



INSURANCE BENEFITS, INC. – FUND ADMINISTRATOR
4901 S. Isabel Place #210, Sioux Falls, SD 57108
Telephone: 800-233-9073 Fax: 605-275-6193
info@sdmlwcfund.com www.sdmlwcfund.com

2024 SDML Workers' Compensation Fund Trenching and Confined Space Entry Safety Equipment Grant Application

*The SDML WC FUND GRANTS will be awarded on a first come first received basis.

Program Information:

Background: The SDML Workers' Compensation Fund (SDML WCF) has funds available to grant to public entities that have their workers' compensation coverage through the SDML WCF, for the purchase of one new piece of equipment/package of qualified and approved Trenching and Confined Space Entry Safety Equipment. A member may apply once per calendar year and the grant only applies to new equipment. Used or refurbished equipment is not eligible for the grant.

The grant will pay 50% of the cost of the equipment with a maximum grant award of \$4,000. The recipient will be required to pay the invoice in full, then provide a copy of the entity's cleared check and a copy of the paid invoice. Then the SDML WCF will issue the grant check payable to the grant recipient.

Examples of trenching and confined space entry safety equipment include the following:

- Trench Boxes
- Hydraulic Shoring
- Gas detectors with and without calibration kits
- Full body harness
- Tripods
- Blowers

Purpose: To provide members with beneficial equipment in an effort to reduce risk and injury to employees during activities involving trenching and confined space entry.

Application period: Grants will be awarded on a first come, first received basis until the grant funds are exhausted. Applications will be accepted beginning at 12:01 a.m. January 1, 2024, CDT. If grant funds are available, the final deadline to submit an application is 5:00 P.M., Dec. 31st 2024, CST. Applications must be received or postmarked by this date to be considered for the grant and if you receive a grant your order must be placed on or before December 31st, 2024. Applications should be delivered to:

SDML Workers Compensation Fund
c/o Insurance Benefits, Inc.
4901 S. Isabel Pl #210
Sioux Falls, SD 57108
Email: info@sdmlwcfund.com
Fax: 605-275-6193

It is recommended that the application be submitted by e-mail to info@sdmlwcfund.com. When your application is received you will receive an email confirmation from the SDML WCF Administrator.

Application Availability:

Applications are available online at www.sdmlwcfund.com or can be obtained by contacting Brad Wilson or Kim Curry at Insurance Benefits, Inc. at 800-233-9073.

Award Notification Date: All applicants will be notified of their receipt or non-receipt of awards as soon as possible, but no later than December 31, 2024.

Selection Criteria: Applications will be reviewed and funds will be awarded using the following selection criteria:

- Member must be in compliance with loss control recommendations. If the work comp coverage is provided by a city, county, etc., every department must be in compliance with loss control recommendations.
- Grant funds availability

Eligibility Requirements:

Eligibility: Applicant must be a current member of the SDML WCF:

1. as of the date of the application
2. in the year the grant will be awarded
3. in the year the grant check is delivered

Application Guidelines:

The SDML WCF has the discretion in approving or denying any, all, or a portion of the grant applications. A member may apply once per calendar year and the grant only applies to one new piece of equipment. Only new equipment is eligible for the grant. Used or refurbished equipment is not eligible for the grant. Eligible equipment must be ordered in the grant year. Purchases made or orders placed prior to or after the grant year are not eligible for the current grant year.

The grant will pay 50% of the cost of the equipment with a maximum grant award of \$4,000.

The recipient will be required to pay the invoice in full, then provide a copy of the entity's cleared check and a copy of the paid invoice. Then the SDML WCF will issue the grant check payable to the grant recipient.

All applications must include the following completed information:

[← Back to overview](#)



3M™ Salalift® II Winch & 7' Tripod System w/ 60' Stainless Steel Cable

Item number **65106**

Brand Name **3M Fall Protection**

Catalog Page [1279](#)

Net weight **90**

Condition **New**

[+ Hover to zoom](#) | [Click to enlarge](#)



\$4,749.⁹⁵ price per each
excl. tax

[Call for availability](#)

[-](#) **1** [+](#)

[Add to cart](#) >

[Add to Order Template](#)

[♥ Add to wish list](#)

Need Help? Call 800-548-1234

Product Details

- For ladderless entry; OSHA compliant
- Our best-selling units!
- Economically priced winch exceeds all industry requirements

The DBI-SALA Salalift II winch and tripod system is an economical alternative for the occasional user. Use this OSHA-compliant winch and tripod system to safely lower workers into manholes without ladders.

Rugged winch offers a free wheel mode and automatic braking system. The winch features a 6:1 gear ratio with a lifting speed of 12.75 ft/min (dependent on manual input). It has an overload clutch to prevent severe overloading or damage. The drum level wind brings the cable back onto the drum evenly without tangling or slacking.

The free-wheel mode allows an operator to free wheel the cable as the worker is descending. If the worker falls during free wheel mode, the brake is automatically activated. The winch also has a built-in overspeed brake with energy-absorbing capacity (similar to self-retracting lifelines), which provides secondary fall protection and added security. Features polyethylene housing for superior corrosion resistance and a lightweight design (35 to 37 lbs).

Lightweight, portable aluminum tripods are very durable, and withstand up to 5000 lbs of vertical pull. The tripods are easily set up by one worker and can be transported from one location to another just as easily. The tripod includes a top-mounting pulley that lets the cable run on the outside of the leg for maximum work space. The tripod also features an eyebolt for hanging a self-retracting lifeline or a rope grab for backup fall protection. The non-slip legs incorporate a rubber sole for flat surfaces, spike edges for slippery surfaces and a safety chain to prevent movement. Leg locks hold the legs securely in place.

System includes: winch with either 60' or 120' of stainless steel or galvanized cable, winch bag, tripod and quick mount brackets.

Note: If the winch is used as the primary entry device, a backup fall protection device such as a rope grab or self-retracting lifeline must also be used.

Shipping: Additional handling fees apply.

Tech Specs:

System with 60-ft cable

Rated workload: 350 lbs for work support; 310 lbs for fall arrest

Height: adjusts from 5 to 7 feet tall

Maximum span: 5'Dia manhole

Tripod height: 7'

Cable construction: stainless steel

Documents

› [Manual](#)

Our Business

Resources

**SETTLEMENT AGREEMENT AND
MUTUAL RELEASE OF ALL CLAIMS**

This *Settlement Agreement and Mutual Release of All Claims* is made and entered into by and between THE CITY OF SUMMERSET, a South Dakota municipal corporation (“Summerset”), and WATER WARRIORS, INC., a Kentucky corporation (“Water Warriors”), on this ____ day of _____, 2024.

RECITALS

A. The parties are involved in litigation in United States District Court for the District of South Dakota, Western Division, entitled *City of Summerset v. Water Warriors, Inc.*, 5:22-cv-0536-KES (“the Action”) involving causes of action arising out of a contract entered into between the parties on or about November 20, 2020, pertaining to upgrades and capacity improvements for the sequential batch reactor at Summerset’s wastewater treatment plant (“Project”).

B. The parties to this agreement desire to settle and compromise the disputes that exist between them regarding the Project, and without any admission with respect to any issues presented or capable of being presented upon the terms and conditions set forth herein.

AGREEMENT

For and in consideration of the mutual covenants herein, the parties agree as follows:

1. Water Warriors shall deliver the total sum of One Hundred Thousand Dollars (\$100,000) within thirty (30) days of execution of this agreement, to Summerset in full payment and settlement of all claims and causes of action against Water Warriors.
2. The parties hereto hereby authorize and direct their attorneys of record to dismiss with prejudice all claims without costs, disbursements or attorneys’ fees to any party by executing and filing a Stipulation for Dismissal with Prejudice.
3. By the execution of this agreement, and except as otherwise stated herein, Summerset on behalf of itself and its insurers, agents, assigns, successors in interest, and lenders, hereby releases and forever discharges Water Warriors and its insurers, agents, employees, assigns, officers, directors, and successors in interest from all claims, demands, actions, causes of action, damages, costs, including reasonable attorneys’ fees, loss of income, interest, expenses, compensation, and all consequential damages presently existing and arising out of the Project, known or unknown, and asserted or which could have been asserted in the Action. This release

shall be construed to waive all claims, whether based on contract, tort, or otherwise, known or unknown, and asserted or which could have been asserted in the Action.

4. By the execution of this agreement, Water Warriors, on behalf of itself and its insurers, agents, officers, directors, members, managers, employees, assigns, and successors in interest hereby releases and forever discharges Summerset and its insurers, agents, officers, directors, members, managers, employees, assigns, successors in interest, and lenders from all claims, demands, actions, causes of action, damages, costs, including reasonable attorneys' fees, loss of income, interest, expenses, compensation, and all consequential damages presently existing and arising out of the Project, known or unknown, and asserted or which could have been asserted in the Action. This release shall be construed to waive all claims, whether based on contract, tort, or otherwise, known or unknown, and asserted or which could have been asserted in the Action.

5. The parties agree that this agreement is executed in full and complete settlement of the liability claimed and denied, regardless of the adequacy of the aforesaid payment made, and that said payment and the execution of this agreement shall not operate as an admission of liability on the part of anyone. Instead, the parties recognize the burdensome nature and expense of litigation, and the parties desire to permanently terminate the litigation. No promise, inducement, or agreement not herein expressed has been made, and this agreement contains the entire agreement between the parties to resolve the Action.

6. The parties acknowledge and agree that this is a compromised settlement of disputed claims made solely for the purpose of avoiding the time and expense involved in further discovery and litigation of this matter. Neither this agreement itself nor the furnishing of the consideration for this agreement shall be deemed or construed at any time for any purpose as an admission by any of the parties of liability or responsibility for alleged wrongdoing of any kind.

7. The Parties agree not to make any oral or written statement or take any other action that disparages or criticizes the other Party, its employees, officers, directors, products, services, business practices, or operations. This includes making disparaging or critical comments on online forums, social media, review sites, blogs, vlogs, podcasts, and all other forms of media. Notwithstanding the foregoing, nothing in this Agreement shall prohibit or restrict either Party from providing truthful testimony or information in response to any court order, subpoena,

On this the _____ day of _____, 2024, before me, the undersigned officer, personally appeared _____, who acknowledged him/herself to be the _____ of WATER WARRIORS, INC., and that he/she, as such _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

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

(SEAL)

Notary Public
My Commission Expires: _____

[Remainder of Page Intentionally Blank]

Dated this _____ day of _____, 2024.

CITY OF SUMMERSET

By: _____
Its: _____

State of South Dakota)
) ss.
County of _____)

On this the _____ day of _____, 2024, before me, the undersigned officer, personally appeared _____, who acknowledged him/herself to be the _____ of THE CITY OF SUMMERSET, and that he/she, as such _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

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

(SEAL)

Notary Public
My Commission Expires: _____

NOTICE FOR PUBLICATION

Ordinance 2024-03

**AN ORDINANCE AMENDING TITLE I - GENERAL PROVISIONS, CHAPTER 10-
GENERAL PROVISIONS, 10.28 ADMINISTRATIVE CITATIONS**

NOTICE IS HEREBY GIVEN that the City of Summerset will set the first reading on amended Ordinance #2024-03 Amending Title I - Chapter 10, Subsection 10.28 – Administrative Citations.

Said first reading will be held at Summerset City Hall, 7055 Leisure Lane, Summerset SD on April 4th, 2024 @ 6:00 p.m. The purpose of the public hearing is to accept public comment on the proposed amended ordinance.

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 7th day of March 2024.

City of Summerset

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

§ 10.28 ADMINISTRATIVE CITATIONS.

(A) General.

(1) Any person violating any provision of the code for which a civil penalty may be assessed may be issued an administrative citation by a Code Enforcement Officer as provided for in this subchapter.

(2) A continuing violation of the code constitutes a separate and distinct violation each day that the violation exists.

(3) A civil penalty shall be assessed by means of an administrative citation issued by the Code Enforcement Officer and shall be payable directly to the city.

(4) Penalties assessed by an administrative citation shall be collected in accordance with the schedule of civil penalties.

(B) Procedures.

(1) A Code Enforcement Officer may issue an administrative citation to a responsible party as described in this subchapter. The citation shall be on forms approved by the city.

(2) If the responsible party is not an individual, the Code Enforcement Officer shall attempt to issue the owner an administrative citation. If the owner cannot be located, the administrative citation may be issued in the name of the entity and given to a manager or on-site supervisor. A copy of the administrative citation shall also be mailed to the owner.

(3) The responsible party shall sign the administrative citation. If the responsible party refuses or fails to sign the administrative citation, the failure or refusal to sign shall not affect the validity of the citation.

(4) If the Code Enforcement Officer cannot locate a responsible party, the administrative citation may be mailed to the responsible party.

(5) If no one can be located at the property, the administrative citation may be posted in a conspicuous place near the property and a copy subsequently mailed to the responsible party.

(6) In the case of mailing, the city shall mail the citation by certified mail to the address of the owner of the property at the address listed in the office of the County Director of Equalization and such action by the city shall meet any notice requirement of this subchapter.

(7) The failure of any responsible party to receive notice shall not affect the validity of any proceedings taken under this subchapter.

(C) Penalties assessed.

(1) Any civil penalties assessed shall be payable to the city within 20 days from the date of the administrative citation.

(2) Payment of the civil penalty shall not excuse the failure to correct the violation nor shall it bar further enforcement action by the city.

(3) If the responsible party fails to correct the violation, subsequent administrative citations may be issued for the same violations. The amount of the civil penalty shall increase at a rate specified in ordinance.

(D) *Failure to appeal or pay administrative citation penalties.* The failure of any person to file a timely appeal or pay the civil penalties within the time specified on the citation shall constitute an irrefutable presumption that a violation has occurred. It may result in the City Attorney filing legal proceedings in magistrate or circuit court. Alternatively, the city may pursue any other legal remedy available to collect the civil penalty or correct the violation.

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

(Ord. 36, passed 11-4-2010)

NOTICE FOR PUBLICATION

Ordinance 2024-04

**AN ORDINANCE AMENDING TITLE V – PUBLIC WORKS, CHAPTER 50- SNOW
AND ICE REMOVAL ROUTES AND POLICIES, 50.08 REMOVAL BY CITY: COST**

NOTICE IS HEREBY GIVEN that the City of Summerset will set the first reading on amended Ordinance #2024-04 Amending Title V - Chapter 50, Subsection 50.08 – Removal by City; Cost.

Said first reading will be held at Summerset City Hall, 7055 Leisure Lane, Summerset SD on April 4th, 2024 @ 6:00 p.m. The purpose of the public hearing is to accept public comment on the proposed amended ordinance.

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 7th day of March 2024.

City of Summerset

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

§ 50.08 REMOVAL BY CITY; COST.

The Finance Officer shall to cause to be published in the legal section of the official newspaper the requirements of this chapter, which notice shall be published for two weeks after the first meeting of the City Commission in October of each year, which publication shall constitute notification by the property owner of the contents of this chapter. In the event the property owner or person so notified fails to remove the snow or ice as required by the notice prescribed by this section, the Code Enforcement Officer may cause the snow or ice to be removed so that the property is in compliance with this chapter. The actual costs of the removal of the snow, ice and administrative fees may be adopted by resolution. The Board of Commissioners may revise the fees as set forth herein from time to time by resolution, which fees shall be assessed upon the lots or parcel of ground fronting or abutting said sidewalk, as provided for in [§ 50.09](#) of this chapter.

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

NOTICE FOR PUBLICATION

Ordinance 2024-05

**AN ORDINANCE AMENDING TITLE I - GENERAL PROVISIONS, CHAPTER 10-
GENERAL PROVISIONS, 10.31 COMPLAINTS AND ABATEMENTS.**

NOTICE IS HEREBY GIVEN that the City of Summerset will set the first reading on amended Ordinance #2024-05 Amending Title I - Chapter 10, Subsection 10.31 – Complaints and Abatements.

Said first reading will be held at Summerset City Hall, 7055 Leisure Lane, Summerset SD on April 4th, 2024 @ 6:00 p.m. The purpose of the public hearing is to accept public comment on the proposed amended ordinance.

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 7th day of March 2024.

City of Summerset

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

§ 10.31 COMPLAINTS AND ABATEMENTS.

(A) *Filing a nuisance complaint.*

(1) Unless otherwise stated in this subchapter, in the event any city representative receives a complaint, either orally or in writing, he or she shall forward the complaint to the Code Enforcement Officer for investigation.

(2) As part of the investigation, the Code Enforcement Coordinator shall obtain the following information in writing:

- (a) Name, address, and phone number of the person making said complaint;
- (b) Address of the property for which the complaint is being filed; and
- (c) Nature of the complaint.

(3) After obtaining the necessary information from the complainant, the Code Enforcement Coordinator will request assistance from the Code Enforcement Officer or request an investigation by a more appropriate city employee and/or agent as is necessary based upon the nature of the complaint.

(B) *Courtesy letter; notice of violation.* Unless otherwise stated in this subchapter, in the event the Code Enforcement Coordinator, Code Enforcement Officer, and/or agent finds that any violation exists, the Code Enforcement Coordinator shall send a courtesy letter/notice of violation to the property owner. The letter shall state the following:

- (1) Name and address of the property owner;
- (2) Address and legal description of the property in violation;
- (3) Nature of the violation;
- (4) Title, chapter, and section violated;
- (5) Demand that the property owner become compliant; and

(6) The date upon which the representative will inspect the property for compliance.

(C) *Notice to complainant and right to review.* In the event the Code Enforcement Coordinator or Code Enforcement Officer and/or agent concludes that a violation does not exist, the Code Enforcement Coordinator shall send a letter to the complainant within 15 days of advising her or him of said determination.

(D) *Abatement or filing of review required within 15 days.* Any person who has received written notification of an existing violation shall either abate said nuisance or file a written notice of review with the Code Enforcement Coordinator within 15 days of receipt of the courtesy letter/notice of violation. A complaint of a second or subsequent violation subject to this subchapter at the same property shall reduce the notice period established herein to seven days. Thereafter, the administrative citation may immediately be issued by the Code Enforcement Officer.

(E) *Immediate abatement required in certain cases.* Ordinance violations involving subjects such as, but not limited to, bonfires, campfires, dead animals, undressed hides, fireworks, depositing filth, spoiled foods, or similar items which are determined by the Code Enforcement Officer to be an immediate threat to public health and safety shall be abated immediately, unless it is otherwise dictated by the Mayor.

(F) *Issuance of summons and complaint for violation.* If the landowner fails to abate the nuisance or request a review from the Public Works Commissioner within the given time, the city may issue a complaint and summons to the landowner ordering the landowner to appear in court to answer said violation. Each violation may be considered a Class II misdemeanor for each day of violation until the nuisance is abated.

(Ord. 36A, passed 4-3-2014)

NOTICE FOR PUBLICATION

Ordinance 2024-06

**AN ORDINANCE AMENDING TITLE IX- GENERAL REGULATIONS CHAPTER 92-
HEALTH AND SANITATION; NUISANCES, 92.999 PENALTY.**

NOTICE IS HEREBY GIVEN that the City of Summerset will set the first reading on amended Ordinance #2024-06 Amending Title IX - Chapter 92, Subsection 92.999 – Penalty.

Said first reading will be held at Summerset City Hall, 7055 Leisure Lane, Summerset SD on April 4th, 2024 @ 6:00 p.m. The purpose of the public hearing is to accept public comment on the proposed amended ordinance.

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 7th day of March 2024.

City of Summerset

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

§ 92.999 PENALTY.

(A) Any person violating any provision of this chapter for which no specific penalty is provided shall be subject to § [10.99](#) of this code of ordinances.

(B) (1) Any violation of the provisions of §§ [92.001](#) and [92.002](#) is a Class II misdemeanor punishable by the maximum punishment set forth by the laws of the state pursuant to SDCL § 22-6-2. Said punishment may also include payment of any cost and/or restitution authorized by this chapter and/or state law.

(2) In addition, any violation of the provisions of §§ [92.001](#) and [92.002](#) may result in the revocation and/or suspension of any license issued pursuant to any section of §§ [92.001](#) and [92.002](#).

(C) All violations of §§ [92.035](#) through [92.038](#) shall be considered a Class II misdemeanor. The city may also impose civil penalties in the amount of \$500 for each violation, which civil penalty will incur on a daily basis for each day the nuisance exists from and after the date of any notice given by the city. In addition, the city may in its discretion revoke any licenses issued to the violator or withhold any approval or permits based upon any such violations and until all civil penalties and costs are paid in full.

(Ord. 1.90A, passed 5-15-2014)

NOTICE FOR PUBLICATION

Ordinance 2024-07

**AN ORDINANCE AMENDING TITLE V – PUBLIC WORKS, CHAPTER 50- SNOW
AND ICE REMOVAL ROUTES AND POLICIES, 50.01 DEFINITIONS**

NOTICE IS HEREBY GIVEN that the City of Summerset will set the first reading on amended Ordinance #2024-07 Amending Title V - Chapter 50, Subsection 50.01 – Definitions.

Said first reading will be held at Summerset City Hall, 7055 Leisure Lane, Summerset SD on April 4th, 2024 @ 6:00 p.m. The purpose of the public hearing is to accept public comment on the proposed amended ordinance.

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 7th day of March 2024.

City of Summerset

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

§ 50.01 DEFINITIONS.

For the purpose of this chapter, the following definitions apply unless the context clearly indicates or requires a different meaning.

EMERGENCY SNOW ROUTE. Any streets designated by a clearly marked uniform sign and established as such by resolution.

SECONDARY SNOW ROUTE. All other improved city streets not designated as emergency snow routes.

SNOW REMOVAL ALERT. Such time as announced by Public Works Commissioner on City of Summerset CodeRED Emergency and General Information Community Notification System.

STREET. The entire width of any public roadway within the city, and it shall not be limited to those roadways designated as a **STREET**, but shall include all other names by which public roadways are designated.

(Ord. 18.2017, passed 2-16-2017)

NOTICE FOR PUBLICATION

Ordinance 2024-08

**AN ORDINANCE AMENDING TITLE IX- GENERAL REGULATIONS CHAPTER 91-
ANIMALS; 91.999 PENALTY.**

NOTICE IS HEREBY GIVEN that the City of Summerset will set the first reading on amended Ordinance #2024-08 Amending Title IX - Chapter 91, Subsection 91.999 – Penalty.

Said first reading will be held at Summerset City Hall, 7055 Leisure Lane, Summerset SD on April 4th, 2024 @ 6:00 p.m. The purpose of the public hearing is to accept public comment on the proposed amended ordinance.

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 7th day of March 2024.

City of Summerset

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

§ 91.999 PENALTY.

(A) Any violation of the provisions of this chapter is a Class II misdemeanor and is subject to the maximum punishment set forth by the laws of the state pursuant to SDCL § 22-6-2. Citations and fines will be issued in accordance with the general penalty provision in § [10.99](#), or as established by resolution of the Board of Commissioners. Said punishment may also include payment of any costs and/or restitution authorized by this chapter and/or state law.

(B) (1) In addition to the remedies provided in this chapter, any person violating any provision of this chapter shall be subject to the general penalty provision as set forth in division (A) above unless otherwise specifically provided, and a separate offense shall be deemed committed on each day during or on which a violation occurs or continues.

(2) Any citation for an ordinance issued by the city pursuant to the terms of the city's ordinances may be appealed to the Board of Commissioners in writing and within 15 days of the issuance of the citation. Such written notice of appeal shall be submitted to the city's Finance Office. All appeals shall be heard and decided by the Board of Commissioners.

(Prior Code, § 93.999) (Ord. 33, passed 7-8-2010; Ord. 33.01B, passed 10-5-2010; Ord. 2023-10, passed 7-20-2023)

Statutory reference:

Maximum penalty, see SDCL § 9-19-3

10-11-13. Composition of local boards of equalization--Time and place of annual meeting.

The board of supervisors of each township and the governing body of each incorporated municipality, together with a member of the school board or school boards whose district comprises all or a part of the township or municipality, shall meet on the third Monday of March for the purpose of equalizing the assessment of property in each township or municipality. The meeting shall be held at the office of the municipal clerk or finance officer, the office of the township clerk, or the location established pursuant to § 8-3-1 by the township board. The equalization board shall immediately ascertain whether all taxable property in the respective township or municipality has been properly placed upon the assessment roll and has been duly valued by the director of equalization.

Source: SL 1890, ch 37, Art X, §§ 3 to 5; SL 1897, ch 28, § 36; RPolC 1903, §§ 1261 to 1263, 2098; SL 1905, ch 39; SL 1913, ch 119, §§ 80 to 82; RC 1919, § 6724; SL 1937, ch 240, § 2; SDC 1939, § 57.0401; SL 1949, ch 408, § 1; SL 1951, ch 437; SL 1953, ch 459; SL 1969, ch 262, § 6; SL 1976, ch 91, § 45; SL 1977, ch 89, § 2; SL 1979, ch 66, § 6; SL 1985, ch 73; SL 1989, ch 82, § 41; SL 1992, ch 82, § 1; SL 1993, ch 86, § 4; SL 2010, ch 48, § 1.

10-11-13.1, 10-11-13.2. Repealed by SL 1977, ch 89, § 9.

10-11-16. Appeal to local board of equalization---Notice of appeal.

Any property owner or taxpayer of a township or municipality, as an individual or through an attorney or agent, feeling aggrieved by anything in the assessment roll may appeal to the local board of equalization for the correction of alleged errors in the listing or valuation of the person's property. Any lessee responsible for payment of taxes pursuant to the provisions of a lease shall be considered the taxpayer and may appeal anything in the assessment roll for the correction of alleged errors in the listing or valuation of the leased property. An appeal to the local board of equalization shall be perfected by mailing or by filing a notice of appeal with the clerk of the local board of equalization. If perfected by mailing, the postmark shall be conclusive evidence regarding the timeliness of the appeal. The clerk of the local board of equalization shall be notified of the appeal no later than the Thursday preceding the third Monday in March. An appeal to the local board shall encompass the aggregate valuation of the property being appealed or the property classification.

March 14th

Source: SDC 1939 § 57.0401; SL 1949, ch 408, § 1; SL 1951, ch 437; SL 1953, ch 459; SL 1990, ch 76; SL 1991, ch 85; SL 1993, ch 86, § 7; SL 1996, ch 65, § 1; SL 2002, ch 51, § 1.

10-11-16.1. Appeals---Notice of decision by local board of equalization.

A local board of equalization shall hear individual valuation, classification, and assessment questions of property owners or taxpayers who have appealed to the local board of equalization, and may make adjustments and corrections in the assessment roll. The board shall notify each appellant of the decision affecting the appellant's property in writing seven days after the adjournment of the local board of equalization.

Source: SL 1993, ch 86, § 8; SL 1996, ch 65, § 2; SL 2002, ch 51, § 2.

OBJECTION TO REAL PROPERTY ASSESSMENT
(SDCL 10-11-13 thru SDCL 10-11-42)

County of _____
TO BE COMPLETED BY PROPERTY OWNER:

APPEAL NUMBERS:
Off. of Hearing Exam. _____

Assessed in name of: _____
Mailing address: _____

County Brd. of Equal _____

Phone No. _____

Local Brd. of Equal _____

Legal description of property being appealed (Include lot, block, addition and city or section, township and range): _____

(USE SEPARATE FORM FOR EACH LEGAL DESCRIPTION - IF BARE AGRICULTURAL LAND - MAY USE PT 17A)

Parcel Number: _____

I am appealing the _____ property value _____ abstract class
_____ exempt status _____ owner-occupied status

Reason(s) for appealing: _____

I believe the correct full and true value of said property on legal assessment date was: \$ _____ (total value)
\$ _____ land value \$ _____ building value

Full amount of insurance carried on structures \$ _____

OATH: I do solemnly swear that all statements made herein are to the best of my knowledge, true and correct.

Date _____ Signature _____

(Taxpayer/Taxpayer Attorney)

TO BE COMPLETED BY LOCAL BOARD OF EQUALIZATION - ACTION BY LOCAL BOARD OF EQUALIZATION:

No Change to Assessors Value _____ Changed Classification _____ Changed Valuation _____

	Assessors Value		Local Board		Classification	
	From	To	From	To	From	To
Abstract Type _____	\$ _____	\$ _____	_____	_____	_____	_____
Abstract Type _____	\$ _____	\$ _____	_____	_____	_____	_____
Abstract Type _____	\$ _____	\$ _____	_____	_____	_____	_____
Abstract Type _____	\$ _____	\$ _____	_____	_____	_____	_____
Abstract Type _____	\$ _____	\$ _____	_____	_____	_____	_____

Signature _____

Jurisdiction _____

TO BE COMPLETED BY DIRECTOR OF EQUALIZATION PRIOR TO COUNTY BOARD OF EQUALIZATION

I, _____ make the following recommendation for the current year on the above stated property:

	Assessors Value		Local Board		Classif.		Assessor's Recommendation	
	From	To	From	To	From	To	Value	Classif
Abstract Type _____	\$ _____	\$ _____	_____	_____	_____	_____	_____	_____
Abstract Type _____	\$ _____	\$ _____	_____	_____	_____	_____	_____	_____
Abstract Type _____	\$ _____	\$ _____	_____	_____	_____	_____	_____	_____
Abstract Type _____	\$ _____	\$ _____	_____	_____	_____	_____	_____	_____
Abstract Type _____	\$ _____	\$ _____	_____	_____	_____	_____	_____	_____

Signature _____

TO BE COMPLETED BY COUNTY BOARD OF EQUALIZATION - FINAL VALUE BY COUNTY BOARD OF EQUALIZATION:

	To	Classification	
		From	To
Abstract Type _____	\$ _____	_____	_____
Abstract Type _____	\$ _____	_____	_____
Abstract Type _____	\$ _____	_____	_____
Abstract Type _____	\$ _____	_____	_____
Abstract Type _____	\$ _____	_____	_____

Signature _____

County Auditor