

**Summerset City Commission  
Regular Meeting  
Summerset Municipal Building  
7055 Leisure Lane  
Thursday, July 3rd, 2025, 6:00 P.M.**

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

Commissioner Osten led in the Pledge of Allegiance.

Commissioner Markham gave the invocation.

**Call For Changes**

There were no declarations of conflict of interest.

**Motion** by Markham, second by Pulscher to approve the agenda of the regular meeting of the Summerset City Commission for July 3rd, 2025 as amended. The agenda was amended to remove item 14. Motion carried.

**Citizen Input**

No citizen input.

**Consent Calendar**

**Approval of the Minutes**

**Motion** by Pulscher, second by Markham to approve the minutes of the meeting held on June 17th, 2025. Motion carried.

**Approval of the Claims**

**Motion** by Hirsch, second by Pulscher to approve the claims in the amount of \$70,698.49 from June 17th, 2025, to July 2nd, 2025. Motion carried.

Ambrose, Jonathan	50.00
A&B Business Solutions	526.63
Anglin, Mitch	50.00
Auto Owners Insurance	15.00
Birgen, Nicholin	50.00
Black Hills Energy	6664.40
CBH CO-OP	3503.80
Central Lake Armor Express, Inc	648.15
Dakota Pump, Inc	1466.51
Delta Dental	1019.00
Doty, Jason	50.00
Health Pool of SD	16618.27
Hermanson Egge Engineering, Inc.	270.00
Hills Toilet Service	195.00
Hirsch, Clyde	50.00
JUSO, COLTON	116.00
Kayl, Anthony	50.00
Kitzmiller, Michael	50.00
Markham, Gwenn	50.00
MDU	400.89
Midcontinent Testing Laboratories, Inc.	368.25
Osten, Michael	50.00

Print Market	41.50
Pulscher, Jordan	50.00
Richter's Tire & Exhaust	3647.05
Schieffer, Lisa	50.00
Schmagel, David	50.00
Schrock, Brielle	350.52
SDRS	11965.20
SDRS-Supplemental Retirement	865.00
Servall Uniform & Linen Supply	206.70
United States Treasury	21210.62

**Approval of Payroll – June 2025 (SDCL 6-1-10)**

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

Dept. 4000 - \$13,936.47 Wastewater

Dept. 4110 - \$2,333.32 Commission

Dept. 4120 - \$1,916.67 Mayor

Dept. 4140 - \$12,218.83 Finance

Dept. 4210 - \$44,590.70 Police

Dept. 4310 - \$15,405.21 Streets

Dept. 4652 - \$400.00 Planning

**Utility Billing Adjustments**

**Motion** by Hirsch, second by Pulscher, to approve the utility billing adjustments of \$20.37 for the period of June 1<sup>st</sup> – June 30<sup>th</sup>, 2025. Motion carried.

**\*\*Noted For the Record – Commission Reports are in the packet for viewing.**

**Quote on Police Laptops/Docking Stations – Rich Nasser**

**Motion** by Markham, second by Pulscher to open discussion. Motion carried. Police Chief Rich Nasser spoke. Nasser explained that the purchase of 10 laptops and docks from Route 1 was an unexpected expense in the 2025 Budget. The City's IT provider had not notified Chief Nasser, in 2024, that the current laptops would no longer be compatible with the Windows 11 upgrade. Chief Nasser explained that the chosen model was a "middle of the road" option. Nasser also explained that he had requested the current IT provider complete the installation of the laptops at no charge, which they declined. Nasser explained that he had received an estimate from Golden West for installation for \$1032.00. Commissioner Hirsch asked what the shelf life would be on the new laptops. Chief Nasser explained he expected to see 5 years for the new laptops.

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

**Motion** by Markham, second by Pulscher to approve the quote from Route 1 for 10 laptops and 10 vehicle dock kits, in the amount of \$44,627.50, and to pay the same out of contingency funds and move said monies into the Law Enforcement Budget line item 101-4210-43400, and that installation costs from Evergreen in the amount of \$1032 come out of contingency funds and move monies into 101-4210-42200. Motion carried.

**Discussion on Summerfest/Public Safety Day/20-year Anniversary of Summerset Incorporation**

**Motion** by Hirsch, second by Pulscher to open discussion. Motion carried. Discussion was held in regards to the City's 20<sup>th</sup> anniversary event as well as combining Public Safety Day and Summerfest. Currently, the Police Department is looking to host Public Safety Day on August 16. City Administrator Lisa Schieffer suggested the City supply root beer floats. City Finance Officer Brielle Schrock spoke on having an event in Sun Valley. Commissioner Markham spoke on celebrating the City's 25<sup>th</sup> anniversary instead, which would allow time to collect pictures of the City's history.

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

**Motion** by Markham, second by Pulscher to cancel Summerfest 2025 and the City's 20<sup>th</sup> anniversary, to continue with Public Safety Day 2025 as planned, and to create a committee to plan for the City's 25<sup>th</sup> anniversary. Motion carried.

**Payroll Change – Wastewater Treatment Plan**

**Motion** by Markham, second by Pulscher to approve David Schmagel annual rate change from 13A/\$21.39 to 13B/\$21.93. Effective 7/26/2025. Motion carried.

**First Reading of Ordinance 2025-04 – Lisa Schieffer**

**Motion** by Hirsch, second by Markham to open discussion. Motion carried. City Administrator Lisa Schieffer briefly reviewed the changes. Schieffer highlighted that the snow removal alert will automatically go in to effect with four or more inches of snow. There will no longer be a declaration for this fact. Schieffer also noted that the assessment section will be removed as it will follow the Code Assessment Ordinance, which in turn follows state law.

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

**Motion** by Markham, second by Pulscher to approve the First Reading of Ordinance 2025-04, and set the Second Reading for July 17<sup>th</sup>, 2025. Motion carried.

**Joint Powers Maintenance and Encroachment Agreement**

**Motion** by Markham, second by Hirsch to open discussion. Motion carried. City Administrator Lisa Schieffer and Public Works Director Anthony Kayl spoke on the subject. Kayl and Schieffer are waiting on information as to which lights the City of Summerset would be responsible for. Schieffer explained to Commission that this was an agenda item for informational purposes only.

**Motion** by Pulscher, second by Hirsch to close discussion. Motion carried. No action taken.

**South Dakota Train Trek – Bringing Passenger Trains to South Dakota**

**Motion** by Markham, second by Pulscher to open discussion. Motion carried. City Administrator Lisa Schieffer spoke to the Board in regards to the potential “Train Trek” project. Schieffer notified the Board that a support letter had been sent in the past for the project.

**Motion** by Pulscher, second by Hirsch to close discussion. Motion carried. No action taken.

**Discussion on setting date for Budget hearings.**

**Motion** by Pulscher, second by Markham to open discussion. Motion carried. Finance Officer Brielle Schrock explained that Department Heads have submitted their preliminary 2026 budgets and requested to set a date for the first hearing. Discussion held between Commissioners and Department Heads on availability. The first meeting was set for July 15<sup>th</sup> at 4pm.

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

**New Law Change – Effective July 1<sup>st</sup> HB 1218 Firearm Regulations– Lisa Schieffer/Mike Wheeler**

**Motion** by Pulscher, second by Hirsch to open discussion. Motion carried. City Administrator Lisa Schieffer and City Attorney Mike Wheeler spoke on the new Law which allows employees and volunteers to carry firearms on City property. Schieffer stated she and Wheeler will move forward with updating the employee handbook and bring such back before the board at a later date.

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

**New Law Change – Effective July 1<sup>st</sup> HB 1059 and The Review of the South Dakota Open Meetings Laws Brochure per SB74 – Lisa Schieffer**

**Motion** by Markham, second by Pulscher to open discussion. Motion carried. City Administrator Lisa Schieffer reviewed HB 1059 with the Board. Schieffer explained that there has been new language added to clarify email as constituting a quorum. Schieffer also reviewed the South Dakota Open Meeting Laws Brochure with the Board. Each Board member has received a copy of the Brochure.

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

**Motion** by Markham, second by Pulscher to approve. Motion carried.

**New Law Change – Effective July 1<sup>st</sup> HB 1259 Restroom and Changing Room Access – Lisa Schieffer**

**Motion** by Markham, second by Hirsch to open discussion. Motion carried. City Administrator explained House Bill 1259 which specifies bathrooms by gender and disallows use by opposing gender. Schieffer explained that the

City's restrooms now have signage for compliance.

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

**New Law Change – Effective January 1<sup>st</sup> 2026, HB 1130 Municipal Elections – Lisa Schieffer**

**Motion** by Hirsch, second by Pulscher to open discussion. Motion carried. City Administrator Lisa Schieffer reviewed the changes under House Bill 1130 which requires City's to combine with Counties on elections. Schieffer expressed concerns. Schieffer has drafted a proposed agreement to be shared with Meade County in regards to the elections.

**Motion** by Hirsch, second by Pulscher to close discussion. Motion carried. No action taken.

**MyGov Payment Software – Brielle Schrock**

**Motion** by Markham, second by Pulscher, to open discussion. Motion carried. Finance Officer Brielle Schrock reviewed the quote for the MyGov software which includes a set up cost as well as annual fee.

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

**Motion** by Pulscher, second by Hirsch to approve the quote from MyGov in the amount of \$4,392 for setup fees, and to pay the same out of contingency funds and move said monies into Finance Budget line item 101-4140-42200, and that the annual fee of \$7,472 be added to the 2026 Budget. Motion carried

**Upcoming Events**

City Offices will be closed on Friday, July 4<sup>th</sup> in honor of Independence Day.

**Executive Session**

**Motion** by Markham, second by Pulscher to enter Executive Session per SDCL 1-25-2 at 7:26pm for discussing legal, economic development, and personnel issues. Included in the Executive Session are Police Chief Rich Nasser, Public Works Director Anthony Kayl, and City Administrator Lisa Schieffer. Motion carried.

**Motion** by Markham, second by Pulscher to exit Executive Session at 8:11pm. Motion carried.

**Adjournment**

**Motion** by Markham, second by Hirsch to adjourn at 8:11pm. Motion carried.

(SEAL)

ATTEST:

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

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

Published once \_\_\_\_\_, 2025 at the total approximate cost of \_\_\_\_\_.



Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
<b>Vendor: <a href="#">0021 - Black Hawk Water Users District</a></b>										<b>Vendor Total: 851.70</b>
<a href="#">07.2025</a>	Invoice	7/17/2025	7/17/2025	7/17/2025	7/17/2025	201.70	0.00	0.00	0.00	201.70
Monthly usage	BANKW - BANK WEST				No					
<b>Items</b>										
<b>Item Description</b>	<b>Commodity</b>		<b>Units</b>	<b>Price</b>	<b>Amount</b>	<b>Tax</b>	<b>Shipping</b>	<b>Discount</b>	<b>Total</b>	
Monthly usage	NA		0.00	0.00	47.00	0.00	0.00	0.00	47.00	
<b>Distributions</b>										
<b>Account Number</b>	<b>Account Name</b>	<b>Project Account Key</b>			<b>Amount</b>	<b>Percent</b>				
<a href="#">101-4192-42800</a>	Utility Expense				47.00	100.00%				
<b>Items</b>										
<b>Item Description</b>	<b>Commodity</b>		<b>Units</b>	<b>Price</b>	<b>Amount</b>	<b>Tax</b>	<b>Shipping</b>	<b>Discount</b>	<b>Total</b>	
Monthly usage- park	NA		0.00	0.00	154.70	0.00	0.00	0.00	154.70	
<b>Distributions</b>										
<b>Account Number</b>	<b>Account Name</b>	<b>Project Account Key</b>			<b>Amount</b>	<b>Percent</b>				
<a href="#">101-4520-42800</a>	Utility Expense				154.70	100.00%				
<b>Vendor: <a href="#">07.2025 CWP</a></b>										<b>Vendor Total: 650.00</b>
<a href="#">07.2025 CWP</a>	Invoice	7/17/2025	7/17/2025	7/17/2025	7/17/2025	650.00	0.00	0.00	0.00	650.00
Castlewood Park Start	BANKW - BANK WEST				No					
<b>Items</b>										
<b>Item Description</b>	<b>Commodity</b>		<b>Units</b>	<b>Price</b>	<b>Amount</b>	<b>Tax</b>	<b>Shipping</b>	<b>Discount</b>	<b>Total</b>	
Castlewood Park Start	NA		0.00	0.00	650.00	0.00	0.00	0.00	650.00	
<b>Distributions</b>										
<b>Account Number</b>	<b>Account Name</b>	<b>Project Account Key</b>			<b>Amount</b>	<b>Percent</b>				
<a href="#">101-4520-42600</a>	Supply/Material Exp				650.00	100.00%				
<b>Vendor: <a href="#">1665 - Cardmember Services</a></b>										<b>Vendor Total: 5,947.04</b>
<a href="#">07.2025</a>	Invoice	7/17/2025	7/17/2025	7/17/2025	7/17/2025	5,947.04	0.00	0.00	0.00	5,947.04
Monthly credit card charges	BANKEFT - BANK WEST EFT				No		Payment Date: 7/14/2025		Bank Draft: DFT0000342	
<b>Items</b>										
<b>Item Description</b>	<b>Commodity</b>		<b>Units</b>	<b>Price</b>	<b>Amount</b>	<b>Tax</b>	<b>Shipping</b>	<b>Discount</b>	<b>Total</b>	
Office supplies	NA		0.00	0.00	50.85	0.00	0.00	0.00	50.85	
<b>Distributions</b>										
<b>Account Number</b>	<b>Account Name</b>	<b>Project Account Key</b>			<b>Amount</b>	<b>Percent</b>				
<a href="#">604-4000-42600</a>	Supply/Material Exp				50.85	100.00%				
<b>Items</b>										
<b>Item Description</b>	<b>Commodity</b>		<b>Units</b>	<b>Price</b>	<b>Amount</b>	<b>Tax</b>	<b>Shipping</b>	<b>Discount</b>	<b>Total</b>	
Office supplies	NA		0.00	0.00	35.52	0.00	0.00	0.00	35.52	
<b>Distributions</b>										
<b>Account Number</b>	<b>Account Name</b>	<b>Project Account Key</b>			<b>Amount</b>	<b>Percent</b>				
<a href="#">101-4140-42600</a>	Supply/Material Exp				35.52	100.00%				
<b>Items</b>										
<b>Item Description</b>	<b>Commodity</b>		<b>Units</b>	<b>Price</b>	<b>Amount</b>	<b>Tax</b>	<b>Shipping</b>	<b>Discount</b>	<b>Total</b>	
Office supplies	NA		0.00	0.00	129.92	0.00	0.00	0.00	129.92	
<b>Distributions</b>										
<b>Account Number</b>	<b>Account Name</b>	<b>Project Account Key</b>			<b>Amount</b>	<b>Percent</b>				
<a href="#">101-4140-42600</a>	Supply/Material Exp				129.92	100.00%				
<b>Items</b>										
<b>Item Description</b>	<b>Commodity</b>		<b>Units</b>	<b>Price</b>	<b>Amount</b>	<b>Tax</b>	<b>Shipping</b>	<b>Discount</b>	<b>Total</b>	
Monthly subscription	NA		0.00	0.00	24.00	0.00	0.00	0.00	24.00	
<b>Distributions</b>										
<b>Account Number</b>	<b>Account Name</b>	<b>Project Account Key</b>			<b>Amount</b>	<b>Percent</b>				
<a href="#">101-4140-42201</a>	Dues/Subscriptions				24.00	100.00%				

Payable Register

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
<b>Items</b>										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Supplies	NA		0.00	0.00	200.40	0.00	0.00	0.00	200.40	
<b>Distributions</b>										
Account Number	Account Name		Project Account Key		Amount	Percent				
<a href="#">604-4000-42600</a>	Supply/Material Exp				200.40	100.00%				
<b>Items</b>										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Supplies	NA		0.00	0.00	56.99	0.00	0.00	0.00	56.99	
<b>Distributions</b>										
Account Number	Account Name		Project Account Key		Amount	Percent				
<a href="#">604-4000-42600</a>	Supply/Material Exp				56.99	100.00%				
<b>Items</b>										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Pulscher name badge	NA		0.00	0.00	31.14	0.00	0.00	0.00	31.14	
<b>Distributions</b>										
Account Number	Account Name		Project Account Key		Amount	Percent				
<a href="#">101-4110-42600</a>	Supply/Material Exp				31.14	100.00%				
<b>Items</b>										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
FO school refund	NA		0.00	0.00	-75.00	0.00	0.00	0.00	-75.00	
<b>Distributions</b>										
Account Number	Account Name		Project Account Key		Amount	Percent				
<a href="#">101-4140-42700</a>	Travel/Conf Expense				-75.00	100.00%				
<b>Items</b>										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Vehicle maintenance	NA		0.00	0.00	114.65	0.00	0.00	0.00	114.65	
<b>Distributions</b>										
Account Number	Account Name		Project Account Key		Amount	Percent				
<a href="#">101-4210-42500</a>	Repair/Maint Expense				114.65	100.00%				
<b>Items</b>										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Vehicle maintenance	NA		0.00	0.00	101.71	0.00	0.00	0.00	101.71	
<b>Distributions</b>										
Account Number	Account Name		Project Account Key		Amount	Percent				
<a href="#">101-4210-42500</a>	Repair/Maint Expense				101.71	100.00%				
<b>Items</b>										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Annual SRO Conf Reg fee	NA		0.00	0.00	125.00	0.00	0.00	0.00	125.00	
<b>Distributions</b>										
Account Number	Account Name		Project Account Key		Amount	Percent				
<a href="#">101-4210-42730</a>	Training Expense				125.00	100.00%				
<b>Items</b>										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
SRO Conf housing	NA		0.00	0.00	528.41	0.00	0.00	0.00	528.41	
<b>Distributions</b>										
Account Number	Account Name		Project Account Key		Amount	Percent				
<a href="#">101-4210-42700</a>	Travel/Conf Expense				528.41	100.00%				
<b>Items</b>										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Wipers	NA		0.00	0.00	28.66	0.00	0.00	0.00	28.66	
<b>Distributions</b>										
Account Number	Account Name		Project Account Key		Amount	Percent				
<a href="#">101-4210-42500</a>	Repair/Maint Expense				28.66	100.00%				
<b>Items</b>										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Postage	NA		0.00	0.00	8.55	0.00	0.00	0.00	8.55	
<b>Distributions</b>										
Account Number	Account Name		Project Account Key		Amount	Percent				
<a href="#">101-4210-42150</a>	Postage				8.55	100.00%				

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	
Uniform return refund	NA		0.00	0.00	-443.86	0.00	0.00	0.00	-443.86	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
<a href="#">101-4210-42850</a>	Uniform Allowance				-443.86	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Evidence supplies	NA		0.00	0.00	160.54	0.00	0.00	0.00	160.54	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
<a href="#">101-4210-42601</a>	Evidence - Supply/Materials				160.54	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Postage	NA		0.00	0.00	10.85	0.00	0.00	0.00	10.85	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
<a href="#">101-4210-42150</a>	Postage				10.85	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Data plate	NA		0.00	0.00	6.52	0.00	0.00	0.00	6.52	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
<a href="#">101-4192-42600</a>	Supply/Material Exp				6.52	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Sprinkler repair	NA		0.00	0.00	4.40	0.00	0.00	0.00	4.40	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
<a href="#">101-4310-42600</a>	Supply/Material Exp				4.40	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Damage repair	NA		0.00	0.00	162.28	0.00	0.00	0.00	162.28	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
<a href="#">101-4310-42600</a>	Supply/Material Exp				162.28	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Gravel, infinity drive	NA		0.00	0.00	79.10	0.00	0.00	0.00	79.10	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
<a href="#">101-4310-42500</a>	Repair/Maint Expense				79.10	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Garbage can transport	NA		0.00	0.00	45.85	0.00	0.00	0.00	45.85	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
<a href="#">101-4320-42900</a>	Other Expense				45.85	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Shop tools	NA		0.00	0.00	678.78	0.00	0.00	0.00	678.78	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
<a href="#">101-4310-42600</a>	Supply/Material Exp				678.78	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Garbage truck repair	NA		0.00	0.00	20.98	0.00	0.00	0.00	20.98	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
<a href="#">101-4320-42600</a>	Supply/Material Exp				20.98	100.00%				

Payable Register

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
<b>Items</b>										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount		Total
Mower servicing	NA		0.00	0.00	73.64	0.00	0.00	0.00		73.64
<b>Distributions</b>										
Account Number	Account Name		Project Account Key		Amount	Percent				
<a href="#">101-4520-42530</a>	Landscape&Mowing Expense				73.64	100.00%				
<b>Items</b>										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount		Total
UCF Tree grant planting	NA		0.00	0.00	1,028.97	0.00	0.00	0.00		1,028.97
<b>Distributions</b>										
Account Number	Account Name		Project Account Key		Amount	Percent				
<a href="#">101-4520-42900</a>	Other Expense				1,028.97	100.00%				
<b>Items</b>										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount		Total
Weed spray	NA		0.00	0.00	1,044.92	0.00	0.00	0.00		1,044.92
<b>Distributions</b>										
Account Number	Account Name		Project Account Key		Amount	Percent				
<a href="#">101-4520-42600</a>	Supply/Material Exp				1,044.92	100.00%				
<b>Items</b>										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount		Total
Budget conf	NA		0.00	0.00	40.00	0.00	0.00	0.00		40.00
<b>Distributions</b>										
Account Number	Account Name		Project Account Key		Amount	Percent				
<a href="#">101-4140-42700</a>	Travel/Conf Expense				40.00	100.00%				
<b>Items</b>										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount		Total
Postage	NA		0.00	0.00	50.22	0.00	0.00	0.00		50.22
<b>Distributions</b>										
Account Number	Account Name		Project Account Key		Amount	Percent				
<a href="#">101-4140-42150</a>	Postage				50.22	100.00%				
<b>Items</b>										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount		Total
Phone, fax, internet	NA		0.00	0.00	1,024.24	0.00	0.00	0.00		1,024.24
<b>Distributions</b>										
Account Number	Account Name		Project Account Key		Amount	Percent				
<a href="#">101-4192-42800</a>	Utility Expense				1,024.24	100.00%				
<b>Items</b>										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount		Total
Office supplies	NA		0.00	0.00	7.45	0.00	0.00	0.00		7.45
<b>Distributions</b>										
Account Number	Account Name		Project Account Key		Amount	Percent				
<a href="#">101-4140-42600</a>	Supply/Material Exp				7.45	100.00%				
<b>Items</b>										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount		Total
Publishings	NA		0.00	0.00	452.39	0.00	0.00	0.00		452.39
<b>Distributions</b>										
Account Number	Account Name		Project Account Key		Amount	Percent				
<a href="#">101-4110-42300</a>	Publishing Exp				134.80	29.80%				
<a href="#">101-4110-42300</a>	Publishing Exp				29.70	6.57%				
<a href="#">101-4140-42300</a>	Publishing Exp				65.12	14.39%				
<a href="#">101-4110-42300</a>	Publishing Exp				222.77	49.24%				
<b>Items</b>										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount		Total
HR/FO conf hotel	NA		0.00	0.00	138.97	0.00	0.00	0.00		138.97
<b>Distributions</b>										
Account Number	Account Name		Project Account Key		Amount	Percent				
<a href="#">101-4140-42700</a>	Travel/Conf Expense				138.97	100.00%				

Vendor Total: 3,752.66

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

Payable Register

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
39952	Invoice	7/17/2025	7/17/2025	7/17/2025	7/17/2025	3,752.66	0.00	0.00	0.00	3,752.66
Professional Services		BANKW - BANK WEST		No						

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Monthly	NA	0.00	0.00	3,752.66	0.00	0.00	0.00	3,752.66

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
101-4141-42200	Prof Fees Expense		3,752.66	100.00%

Vendor: 0246 - Golden West Technologies

Vendor Total:	4,173.58									
4000901	Invoice	7/17/2025	7/17/2025	7/17/2025	7/17/2025	4,173.58	0.00	0.00	0.00	4,173.58
Comprehensive services		BANKW - BANK WEST		No						

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Comprehensive services	NA	0.00	0.00	4,173.58	0.00	0.00	0.00	4,173.58

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
101-4192-42201	Dues/Subscriptions		4,173.58	100.00%

Vendor: 1369 - Greenapsis

Vendor Total:	381.62									
94	Invoice	7/17/2025	7/17/2025	7/17/2025	7/17/2025	381.62	0.00	0.00	0.00	381.62
Govt building janitorial		BANKW - BANK WEST		No						

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Govt building janitorial	NA	0.00	0.00	381.62	0.00	0.00	0.00	381.62

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
101-4192-42200	Prof Fees Expense		381.62	100.00%

Vendor: 1959 - Harland Clark - Check Order

Vendor Total:	551.85									
07.2025	Invoice	7/17/2025	7/17/2025	7/17/2025	7/17/2025	551.85	0.00	0.00	0.00	551.85
Check reorder		BANKEFT - BANK WEST EFT		No		Payment Date: 7/9/2025		Bank Draft: DFT0000343		

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Check reorder	NA	0.00	0.00	551.85	0.00	0.00	0.00	551.85

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
101-4140-42600	Supply/Material Exp		551.85	100.00%

Vendor: 1133 - HDR Engineering, Inc

Vendor Total:	8,838.50									
1200735270	Invoice	7/17/2025	7/17/2025	7/17/2025	7/17/2025	5,130.00	0.00	0.00	0.00	5,130.00
2025 General Engineering Services		BANKW - BANK WEST		No						

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
2025 General Engineering Services	NA	0.00	0.00	5,130.00	0.00	0.00	0.00	5,130.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
101-4196-42200	Prof Fees Expense		5,130.00	100.00%

1200735272

2025 NR Professional Services	Invoice	7/17/2025	7/17/2025	7/17/2025	7/17/2025	3,708.50	0.00	0.00	0.00	3,708.50
		BANKW - BANK WEST		No						

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
2025 NR Professional Services	NA	0.00	0.00	3,708.50	0.00	0.00	0.00	3,708.50

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
101-4196-42200	Prof Fees Expense		3,708.50	100.00%

Payable Register

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

Vendor: [1101 - Meade County Auditor](#) Vendor Total: 1,101.68

<a href="#">07.2025</a>	Invoice	7/17/2025	7/17/2025	7/17/2025	7/17/2025	1,101.68	0.00	0.00	0.00	1,101.68
Dispatch Expenses	BANKW - BANK WEST				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Dispatch Expenses	NA	0.00	0.00	1,101.68	0.00	0.00	0.00	1,101.68

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
<a href="#">101-4210-42820</a>	Dispatch Expense		1,101.68	100.00%

Vendor: [1067 - MG Oil Company](#) Vendor Total: 127.75

<a href="#">07.2025</a>	Invoice	7/17/2025	7/17/2025	7/17/2025	7/17/2025	127.75	0.00	0.00	0.00	127.75
Diesel Fuel	BANKW - BANK WEST				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Diesel Fuel	NA	0.00	0.00	127.75	0.00	0.00	0.00	127.75

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
<a href="#">101-4320-42611</a>	Fuel Expense		127.75	100.00%

Vendor: [1110 - Mid-American Research Chemical](#) Vendor Total: 686.16

<a href="#">0851840-IN</a>	Invoice	7/17/2025	7/17/2025	7/17/2025	7/17/2025	686.16	0.00	0.00	0.00	686.16
WWTP Testing Supplies	BANKW - BANK WEST				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
WWTP Testing Supplies	NA	0.00	0.00	686.16	0.00	0.00	0.00	686.16

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
<a href="#">604-4000-42630</a>	Chemicals and Lab Supplies		686.16	100.00%

Vendor: [2076 - Richter's Tire & Exhaust](#) Vendor Total: 3,647.05

<a href="#">RO 43852</a>	Invoice	7/17/2025	7/17/2025	7/17/2025	7/17/2025	3,647.05	0.00	0.00	0.00	3,647.05
SSPD Vehicle Repair	BANKW - BANK WEST				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
SSPD Vehicle Repair	NA	0.00	0.00	3,647.05	0.00	0.00	0.00	3,647.05

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
<a href="#">101-4210-42500</a>	Repair/Maint Expense		3,647.05	100.00%

Vendor: [0018 - SD One Call](#) Vendor Total: 25.20

<a href="#">SD25-01691</a>	Invoice	7/17/2025	7/17/2025	7/17/2025	7/17/2025	25.20	0.00	0.00	0.00	25.20
24 Messages for June 2025	BANKW - BANK WEST				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
24 Messages for June 2025	NA	0.00	0.00	25.20	0.00	0.00	0.00	25.20

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
<a href="#">101-4232-42900</a>	Other Expense		25.20	100.00%

Vendor: [1245 - SD State Treasurer](#) Vendor Total: 1,105.85

<a href="#">07.2025</a>	Invoice	7/17/2025	7/17/2025	7/17/2025	7/17/2025	1,105.85	0.00	0.00	0.00	1,105.85
June sales tax payable	BANKEFT - BANK WEST EFT				No	Payment Date: 7/18/2025			Bank Draft:	DFT0000341

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	
Jan sales tax collected	NA		0.00	0.00	1,105.85	0.00	0.00	0.00	1,105.85	
Distributions										
Account Number	Account Name		Project	Account Key	Amount	Percent				
<a href="#">101-0000-21700</a>	Sales Tax Payable				1,105.85	100.00%				

Vendor: [1681 - TextMyGov](#) Vendor Total: 750.00

<a href="#">503641</a>	Invoice	7/17/2025	7/17/2025	7/17/2025	7/17/2025	750.00	0.00	0.00	0.00	750.00
Additional messages		BANKW - BANK WEST			No					

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Additional messages	NA	0.00	0.00	750.00	0.00	0.00	0.00	750.00
Distributions								
Account Number	Account Name		Project	Account Key	Amount	Percent		
<a href="#">101-4310-42200</a>	Prof Fees Expense				250.00	33.33%		
<a href="#">101-4140-42200</a>	Prof Fees Expense				250.00	33.33%		
<a href="#">604-4000-42200</a>	Prof Fees Expense				250.00	33.33%		

Vendor: [1023 - Tyler Technologies](#) Vendor Total: 458.75

<a href="#">025-517157</a>	Invoice	7/17/2025	7/17/2025	7/17/2025	7/17/2025	458.75	0.00	0.00	0.00	458.75
Insite fees		BANKW - BANK WEST			No					

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Insite fees	NA	0.00	0.00	458.75	0.00	0.00	0.00	458.75
Distributions								
Account Number	Account Name		Project	Account Key	Amount	Percent		
<a href="#">604-4000-42920</a>	Tyler Technologies Tranaction Fees				458.75	100.00%		

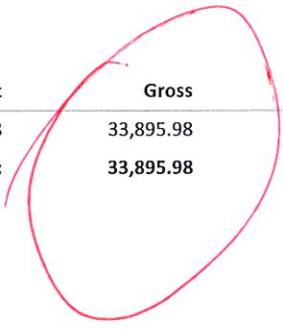
Vendor: [1024 - USA Bluebook](#) Vendor Total: 1,496.59

<a href="#">INV00740460</a>	Invoice	7/17/2025	7/17/2025	7/17/2025	7/17/2025	1,496.59	0.00	0.00	0.00	1,496.59
WWTP Testing supplies		BANKW - BANK WEST			No					

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
WWTP Testing supplies	NA	0.00	0.00	1,496.59	0.00	0.00	0.00	1,496.59
Distributions								
Account Number	Account Name		Project	Account Key	Amount	Percent		
<a href="#">604-4000-42630</a>	Chemicals and Lab Supplies				1,496.59	100.00%		

### Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	18	33,895.98	0.00	0.00	0.00	33,895.98	7,604.74	26,291.24
<b>Grand Total:</b>		<b>33,895.98</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>33,895.98</b>	<b>7,604.74</b>	<b>26,291.24</b>



### Account Summary

<u>Account</u>	<u>Name</u>	<u>Amount</u>
<a href="#">101-0000-21700</a>	Sales Tax Payable	1,105.85
<a href="#">101-4110-42300</a>	Publishing Exp	387.27
<a href="#">101-4110-42600</a>	Supply/Material Exp	31.14
<a href="#">101-4140-42150</a>	Postage	50.22
<a href="#">101-4140-42200</a>	Prof Fees Expense	250.00
<a href="#">101-4140-42201</a>	Dues/Subscriptions	24.00
<a href="#">101-4140-42300</a>	Publishing Exp	65.12
<a href="#">101-4140-42600</a>	Supply/Material Exp	724.74
<a href="#">101-4140-42700</a>	Travel/Conf Expense	103.97
<a href="#">101-4141-42200</a>	Prof Fees Expense	3,752.66
<a href="#">101-4192-42200</a>	Prof Fees Expense	381.62
<a href="#">101-4192-42201</a>	Dues/Subscriptions	4,173.58
<a href="#">101-4192-42600</a>	Supply/Material Exp	6.52
<a href="#">101-4192-42800</a>	Utility Expense	1,071.24
<a href="#">101-4196-42200</a>	Prof Fees Expense	8,838.50
<a href="#">101-4210-42150</a>	Postage	19.40
<a href="#">101-4210-42500</a>	Repair/Maint Expense	3,892.07
<a href="#">101-4210-42601</a>	Evidence - Supply/Materials	160.54
<a href="#">101-4210-42700</a>	Travel/Conf Expense	528.41
<a href="#">101-4210-42730</a>	Training Expense	125.00
<a href="#">101-4210-42820</a>	Dispatch Expense	1,101.68
<a href="#">101-4210-42850</a>	Uniform Allowance	-443.86
<a href="#">101-4232-42900</a>	Other Expense	25.20
<a href="#">101-4310-42200</a>	Prof Fees Expense	250.00
<a href="#">101-4310-42500</a>	Repair/Maint Expense	79.10
<a href="#">101-4310-42600</a>	Supply/Material Exp	845.46
<a href="#">101-4320-42600</a>	Supply/Material Exp	20.98
<a href="#">101-4320-42611</a>	Fuel Expense	127.75
<a href="#">101-4320-42900</a>	Other Expense	45.85
<a href="#">101-4520-42530</a>	Landscape&Mowing Expense	73.64
<a href="#">101-4520-42600</a>	Supply/Material Exp	1,694.92
<a href="#">101-4520-42800</a>	Utility Expense	154.70
<a href="#">101-4520-42900</a>	Other Expense	1,028.97
	<b>Total:</b>	<b>30,696.24</b>

<u>Account</u>	<u>Name</u>	<u>Amount</u>
<a href="#">604-4000-42200</a>	Prof Fees Expense	250.00
<a href="#">604-4000-42600</a>	Supply/Material Exp	308.24
<a href="#">604-4000-42630</a>	Chemicals and Lab Supplies	2,182.75
<a href="#">604-4000-42920</a>	Tyler Technologies Tranaction Fees	458.75
	<b>Total:</b>	<b>3,199.74</b>



# SUMMERSET POLICE DEPARTMENT

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## Monthly Report-June 2025

### Calls for service

- 419

### Court appearances

- Inv Regan
- Officer Hamelin
- Officer Johnson
- Officer Geigle

### Training

- Regan-Gathering Evidence from Today's Communication Technologies
- Hamelin-Active Shooter Preparation and Response for Schools, CJIS
- Johnson-CJIS
- Nasser-Flock Safety

### Grants

- Traffic Safety
- Homeland Security

### Special Events

- Traffic Safety Mobilization
- Black Hawk FD Open House

### Daily

- Regular meetings with Commissioner Markham
- Covering patrol shifts and responding to calls for service
- Evidence.com management
- Citizen Meeting
- Flock Safety Webinar
- Updated department policies
- Police Applicant Interviews
- Cradlepoint Troubleshooting
- May Mobilization Report
- Sturgis Round Table
- Windows 11 Update
- Radio ID submissions
- PD Maintenance/upgrades

- Fleet Management
- Submitted Traffic Safety Report
- Submitted reimbursement requests for highway safety grants
- NIBRS submissions
- Tech issues-GoldenWest
- SIM Card updates
- Department Budget
- Meeting with Dispatch Supervisor
- First Net LTE Radio Meeting
- Payroll

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## June 2025 Finance Department

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### Meetings Attended

- ❖ 2 Commission meetings
- ❖ Check-ins with Commissioner Pulscher
- ❖ Check-ins with City Administrator
- ❖ HR/FO Conference in Pierre
- ❖ Budget Conference in Rapid
- ❖ TextMyGov
- ❖ MyGov
- ❖ Sewer Rate Study
- ❖ Workforce Knowledge Zoom by DOL

### Utility Billing

- ❖ Communications with residents on delinquent accounts
- ❖ NSF and Delinquent account Resolution finalization
- ❖ Preparing overdue utility account to be sent to collections
- ❖ ACH bill draft
- ❖ Processing late fees
- ❖ Delinquent account lists to PW
- ❖ Updating NACHA form and disbursing
- ❖ Large penalty fee error, researched and in the process of correcting
- ❖ Collecting information and data for Sewer Rate Study

### Financial

- ❖ Sales tax payable
- ❖ Detail and Rev/Exp reports sent to Commission and DH's
- ❖ Assisting Commissioner Markham with collecting past invoices and contract information
- ❖ Bank recon
- ❖ Invoice review and claims prepared
- ❖ Continued contact with Casey Peterson for 2024 Audit
- ❖ Credit card reconciliation

### Resident interactions

- ❖ Summerset mobile home court garbage accounts
- ❖ Overdue accounts
- ❖ Late penalty removals

### Staff

- ❖ Assisted staff with HR and benefit topics
- ❖ Updating employee files and migrating to Incode
- ❖ Payroll, reporting, and incurred payables
- ❖ Uniform stipend policies created, reviewed with DH's
- ❖ Employee Eval form revamp per DH meeting request

### Budget

- ❖ Assisting department heads with current spending and planning for 2026 budget
- ❖ Migrating submitted budget to working worksheet
- ❖ Preliminary finance office budgets completed
- ❖ 5 year budget conversations with department heads

### Miscellaneous

- ❖ Preparing information for Commission meeting agenda items
- ❖ Commission meeting minutes prepared and submitted for publication
- ❖ Continued work on FO operations manual

- ❖ Policy review and updating
- ❖ File retention work
- ❖ Haulers license auditing
- ❖ Reviewing CPR and Reasonable Suspicion
- ❖ Logged item meeting with supplier and DH's
- ❖ Laptop planning for front desk
- ❖ Park Reservation MOU created and reviewed with involved staff
- ❖ MyGov planning and emails with TT
- ❖ New laws research and discussions with CADM
- ❖ Invoice for Litigation per CADM
- ❖ ADA doors with Tony
- ❖ Complied and sent DANR annual report requirements
- ❖ BNew claims checks ordered
- ❖ USDA reporting finalized and submitted
- ❖ SRO contract work

# JUNE

## **Sanitation**

Hauled Solid Waste, Recycling, Cardboard and yard waste. Delivered cans to residents as needed. Performed maintenance on solid waste equipment.

## **Public works**

Performed maintenance on public works equipment. Had numerous conversations with the Public Works Commissioner, City Staff and Mayor. Spoke with HDR about various issues. Attended Norman Ranch Meetings. Meetings with DOT. Installed Erosion control on Infinity.

## **Code enforcement**

Spoke with residents on fence questions, issued violations. Assisted Homeowners concerning damage to fence from neighboring property owners trees.

## **Parks**

Park inspections. Mowed and sprayed parks. Removed Fence around Basketball court. Leisure Lane Park. Installed water meter at Castlewood and Lesure lane parks. Worked with contractor concerning power at Castlewood park.

## **Miscellaneous**

Spoke with Developer concerning turn around issues on Anderson Road. Worked on Budget. Conducted City wide cleanup day. Investigated drainage issues on Castlewood Drainage. Met with USGS on issues. Met with USGS on community cooperation concerning climate station and stream gage.

# June 2025 Wastewater Department report

## Daily Operations

6-9 Submitted DMR report to DANR.  
6-11 Main Lift alarm. Checked found ok.  
6-13 Phone conference with Commissioner Hirsch.  
6-16 Conducted annual employee evaluation with David Schmagel.  
6-21 SBR Decanter #2 weir failed to open. Replaced blown fuse.  
6-25 Phone conference with Mayor Kitzmiller.  
6-27 Conference with Commissioner Hirsch.  
6-29 SBR Decanter #2 weir failed to open.  
6-30 Contacted Aqua Aerobics to diagnose issue with Decanter #2.  
Treated 4.8 million gallons of wastewater with a daily average of 160 thousand gallons.  
Responded to 20 requests for utility location.

## Special Projects

## Misc

# APRIL 2025 City Administrator Report

## ECONOMIC DEVELOPMENT

- Visited with Commission on job opening for SEDC and Summerset's role.
- Met with B. Block and potential new business that is looking for land or building in Summerset.
- Met with B. Block for a commercial build on corner of Constitution and American Eagle – New business in 2026.

## GRANTS

- FEMA grant needed work revisions. Worked with K. Snyder and got it reloaded.
- FEMA GO – worked on generator grant for City Shop and WWTP.

## PLANNING & ZONING

- Visited with S. Rost in setting up meeting regarding Norman Ranch TIF
- Met with R. Kelly regarding a lot on Infinity Drive and commercial checklist for building.
- Received commercial building plans on Norman Estates, Lot 3.
- Researched annexation on 158' of property owned by Norman Ranch.
- Visited with L. Shagla about updated HDR zoning maps.
- Visited with E. Jasper on testing @ Norman Ranch.
- Visited with S. Syverson on layout plan and review.
- Visited with K. Lyon on parcels on Freedom Trail and potential use for commercial.
- Visited with Black Hawk Post Office on 911 addressing.
- Received submittals on Norman Ranch and sent them to HDR.
- Bi-weekly zoom calls with Norman Ranch.
- Bi-weekly zoom calls with HDR regarding Norman Ranch.
- Zoom meeting with M. Kitzmiller, T. Kayl and HDR on submittals.
- Visited with S. Rost on TIF documents.
- Visited with M. Wheeler on TIF and submittals.
- Received a grading permit, preliminary plat and annexation documents from Norman Ranch.
- Visited with K. Callahan on additional items needed for commercial building on Norman Ave.
- Visited with HKG on potential building on Heather Lane.
- Visited with T. Morris on TIF for Norman Ranch.
- Sent master plan of Norman Ranch to Meade County per T. Vig.
- Attended public comprehensive meetings for City of Summerset's plan.
- Received exception request from Norman Ranch.

\*See next page

## MISC.

- Weekly follow ups with Finance Staff.
- Attended Clean-up day and took pics to be posted.
- Met with J. Pulscher on finance matters/roles.
- Met with G. Markham on finishing out the contract spreadsheet and what else was needed on it.
- In contact with Meade 46-1 on meeting place for comprehensive plan, signed agreement.
- Drafted notice to the paper on Ordinance 2025-04.
- Worked on updating the garbage list for mobile home park.
- Compiled two agendas and attended two commission meetings.
- Sent out items to Parks and Recreation Board for their meeting.
- Worked with T. Kayl on new job description for a public works employee.
- Visited with J. Close on setting up a meeting for the sewer rate study.
- Followed up on website and items still needed.
- Meeting with SDDOT, T. Kayl, M. Kitzmiller on disposal of property.
- Followed up with T. Kayl on ANCO property.
- Met with R. Nasser regarding finalization of reporting on COPS Grant.
- Worked with T. Kayl on his budget sheets and explanations.
- Weekly reviews of the delinquent list for garbage pickup.
- Visited with Evergreen Office Products regarding the future of the copiers.
- Visited with M. Wheeler on legal matters.
- Visited with K. Chleborad from Meade County on annexation matters.
- Emails with C. Selting in Reg. of Deeds Office on correct legal for documents.
- Visited with business owner on licensing.
- Follow up with M. Wheeler on legal issues and timelines.
- Zoom meeting on sewer study rates.
- Met with S. Rost and T. Thompson on Norman Ranch matters.
- Worked with N. Birgen on training me in utilities and making sure all instructions are documented for future use.
- Visited with K. Lebon on Black Hawk Water agreement.
- Worked on law changes to present to the Board and what are role is in the same.
- Worked on draft election agreement.
- Visited with J. Rhodes on malt beverage license.
- Visited with M. Osten on job description and other matters in Public Works.
- Visited with G. Markham and R. Nasser regarding Golden West and Windows 11.



Mayor Michael Kitzmiller  
City of Summerset  
7055 Leisure Lane  
Summerset, SD 57718

June 13, 2025

Dear Mayor Kitzmiller and the Summerset City Commission:

Please accept this formal request for allocated funds in the 2026 budget on behalf of the Board of Directors of the Sturgis Economic Development Corp. (SEDC).

SEDC is seeking \$50,000 to cover salary and benefits for our Economic Development Coordinator. Brenna Block joined SEDC on April 1, 2024, to support economic development efforts in Summerset, Sturgis and throughout Meade County.

The role of the Economic Development Coordinator involves 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 is dedicated to activities within the City of Summerset.

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.

In 2024, our Economic Development Coordinator, Brenna Block completed the following:

- Engaged with all 58 registered businesses within the City of Summerset.
- Conducted 14 Business Retention and Expansion Visits.
- Worked with two active business prospects looking for locations in Summerset.
- Provided monthly reports to the Summerset City Commission.
- Connected with housing and commercial property developers to gain knowledge on current projects.
- Represented City of Summerset and SEDC at the Highlands at Norman Ranch Groundbreaking Ceremony.

So far in 2025, Brenna is working on the following:

- Conducted 15 Business Retention and Expansion Visits in Summerset.
- Supporting six businesses with strategic expansion and site selection.

- Working with City Staff, DOT and Commissioners on land acquisition and infrastructure development for future business development in Summerset.
- Hosted three Business Connections Events to provide opportunities and resources to the business community.
- Actively attending Trade Shows, Business Mixers, Conferences and other opportunities to represent the City of Summerset and SEDC.

Included is a narrative recap of SEDC's economic development activities for 2024 and current activities for 2025, based on the goals of SEDC's Strategic Plan.

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,



Amanda Anglin, SEDC Executive Director

# 2024 & 2025 Programs and Services

## ***New & Existing Business Development***

### Expanded/Retained businesses

- **2024 (4)**
  - Black Hills Family Practice (S)
  - New to You Fashions & Trends (S)
  - Sturgis First Responder Supply (S)
  - The Coffee Shop at The Hotel Sturgis (S)
- **2025 (1)**
  - Hue Avenue Salon (S)

### New Businesses

- |   |  |
|---|--|
| <ul style="list-style-type: none"><li>▪ <b>2024 (26)</b><ul style="list-style-type: none"><li>○ Valley Auto Sales (S)</li><li>○ L&amp;R Leathers (S)</li><li>○ Tycz Electric Services (S)</li><li>○ Massa Berry Suites (S)</li><li>○ Unique Performance (S)</li><li>○ Terry's Garage (S)</li><li>○ Brew Berry Bistro (S)</li><li>○ Bandits 5 Ball Emporium (S)</li><li>○ Grosek Handyman Services, LLC (S)</li><li>○ Cruise Planners – Alchemy Travel (S)</li><li>○ Bulldog Auto Detailing (S)</li><li>○ Sturgis Rustic (S)</li><li>○ White Canvas Art Company (S)</li><li>○ Valente Realty (S)</li><li>○ Websites by Rick (S)</li><li>○ Hue Avenue Salon (S)</li><li>○ Elev8 Massage &amp; Body Works (S)</li><li>○ Edward Jones – Chelsea Meier (S)</li><li>○ Schafer Carpet Sales (S)</li><li>○ One of a Kind Table, LLC (S)</li><li>○ Gas Monkey Sturgis (S)</li><li>○ Black River Contracting (SU)</li><li>○ Tru-Form (SU)</li><li>○ Sundance Custom Steel (PI)</li><li>○ The Coffee Brewtique (BH)</li><li>○ Lazy Ace Campground (PI)</li></ul></li></ul> | <ul style="list-style-type: none"><li>▪ <b>2025 (16)</b><ul style="list-style-type: none"><li>○ Haro Customs (PI)</li><li>○ Fireside Direct Primary Care (SU)</li><li>○ Knot Just Hair by Becca (S)</li><li>○ Sturgis Equipment (S)</li><li>○ Key City Landscapes (S)</li><li>○ Magnolia Soup Company (S)</li><li>○ Wildflower Nail Bar (SU)</li><li>○ Heal Haven Massage (SU)</li><li>○ Ace Hardware (BH)</li><li>○ Hose Clamp Customs (SU)</li><li>○ Holzer Commercial Doors (S)</li><li>○ Farm Bureau Financial Services (SU)</li><li>○ Mindless Creations (S)</li><li>○ Copper Coffee &amp; Goods Co. (UC)</li><li>○ Milton's Rib Rub (S)</li><li>○ A2B Construction (S)</li></ul></li></ul> |
|---|--|

(S) – Sturgis  
(SU) – Summerset  
(BH) – Black Hawk  
(UC) – Union Center  
(PI) - Piedmont

- **2025** - 18 new jobs created; **2024** - 45 new jobs created; 16 jobs retained

- Diversity of industries – Retail & commercial services, medical, trades, professional services, etc.
- In 2024, Sturgis recorded \$9.4 million in new commercial and residential construction permits; Summerset recorded \$6.5 million; Piedmont recorded \$3.1 million and Meade County recorded \$62.6 million.
- Sturgis sales tax growth rate (non-Rally) continues to increase at a steady pace and Summerset continues to maintain a level sales tax collection.
- SEDC continues to attend relevant trade shows to promote retail opportunities to attract national and regional brands.
- Working with 20+ business prospects county-wide; assisting with location options, building in the Industrial Park and financing options.
- The Sturgis Industrial Park is nearly full. SEDC continues to seek land to develop a new park, considering options in Meade County outside the city limits of Sturgis. Recently, SEDC staff met with a site selection consultant to evaluate the current Sturgis Industrial Park, look at options for future industrial parks in Sturgis, Summerset and Piedmont. The consultant also provided recommendations to marketing packages for the communities along the I-90 corridor. SEDC is working through those recommendations to ensure Meade County is ready for business attraction.
- Marketing available land in the Industrial Park for sale or lease.
- Completed construction of a multi-unit building in the Industrial Park, which is fully leased to two existing businesses and two new businesses to Sturgis.
- Significantly increased SEDC's presence in the Summerset/Piedmont/Black Hawk area with 32 Business Retention and Expansion visits.
- Assisting the City of Summerset with various economic development projects and providing resources to the area businesses.

### ***Talent & Workforce Development***

- 2024 brought 27 new housing units in Sturgis, 27 units in Summerset, 5 units in Piedmont and 75 new units in Meade County.
- Sturgis and Meade County are both seeing a high demand for housing. SEDC completed a Housing Needs Study for Sturgis in 2024.
- Summerset broke ground on a new housing development, Highlands at Norman Ranch, projecting 100 new homes in Phase 1 and 60 in Phase 2.
- The Sturgis Strategic Housing Trust Fund Advisory Board was created in partnership with the Black Hills Area Community Foundation to aid in creating affordable housing in Sturgis.

### ***Community Development/Placemaking***

- Continue to expand SEDC resources throughout Meade County by connecting with local community officials and businesses on a regular basis.
- Collaborated with the Downtown Sturgis Foundation to promote Main Street in various ways, including installation of the new Sturgis Art Walk along with other statues, memorial benches and open signage.
- Collaborated with the City of Sturgis, Sturgis Area Chamber of Commerce and Downtown Sturgis Foundation for Sturgis for the Holidays.
- Conducted a community survey in Summerset to gain feedback from residents on community needs and priorities.

### ***Organizational Development and Partnerships***

- Partnered with the City of Summerset to further assist the communities in Meade County with economic development by hiring SEDC's second full-time employee, an Economic Development Coordinator.
- Providing monthly and quarterly updates to Meade County, City of Sturgis, Chamber of Commerce, SEDC investors and community organizations.
- Administer the \$142,000+ Meade County Economic Development Loan Fund.
- Continue to recruit private contributors; in 2024 SEDC had 80 investors totaling private contributions of \$35,000. Continue to encourage private investors and contributions.
- Proceeds from building and lot sales are restricted for future development needs.
- Continue to participate in educational opportunities for professional development of staff and board of directors.
- Conducted community presentations to non-profit organizations to educate on economic development efforts.
- Promote lifestyle and industrial park videos on the SEDC website and social media pages.
- Provide press releases, newsletters, and informational reports.
- Radio, newspaper and television coverage of economic development events.
- Collaborated with the Rushmore Region Economic Development Alliance to update and increase economic development marketing efforts for the region.

**Additional information:**

- SEDC's mission is to actively pursue economic development by assisting expanding or new business and industry in Sturgis, Summerset and Meade County. Our goal is to create primary jobs through expansion and recruitment initiatives. SEDC is the only organization in Sturgis and Meade County with this full-time focus.
- SEDC incorporated in 1973 as a 501(c)6 nonprofit. SEDC generally operates on a break-even basis. Any gain on sale of assets is re-invested into our community to further promote economic development.
- SEDC provides monthly updates to the Meade County Commission through the board participation of Commissioner Gary Deering and County Executive Director Rhea Crane. Rhea is also a member of SEDC's Property Committee. SEDC also provides quarterly updates to the Meade County Commission during a regularly scheduled meeting.
- Within the last five years, SEDC has not contributed resources or finances to a candidate, ballot question initiative, lobbying effort or political action committee.

On behalf of the SEDC Board of Directors, thank you for your past support and for your consideration of our funding request, which is necessary to market and support economic development in Sturgis, Summerset and Meade County.

Amanda Anglin, SEDC Executive Director



	PROPOSED 2026
<b>Income</b>	
City of Sturgis	135,000
City of Sturgis - DSF BID Rebate Program	
City of Summerset	50,000
Meade County	25,000
Municipal Utility Board	
Membership	40,000
Miscellaneous/Grants	5,000
Community Development (Movies)	
Interest Income - RLF	13,100
Interest Income - <i>Other</i>	20,000
Rental Income	258,000
Rental Income - Tax & Ins Reimbursement	75,020
<b>Total Income</b>	<b>621,120</b>
<b>Expense</b>	
Accounting & Bookkeeping	7,500
Administrative	
Advertising	8,000
Auto Allowance - Executive Director & ED Coordinator	9,600
Meetings - Board Committee, Annual, Semi-Annual	8,000
Bookkeeping	-
Community Development - Movies/SBB/Housing Study	-
Closing Costs	5,000
Conference & Professional Development	6,000
Consultants - board retreat/strategic planning	
Contracted Personnel - Executive Director & ED Coordinator	201,500
Contributions	
Depreciation Expense	120,000
DSF BID Rebate Program	
Dues and Subscriptions	4,000
Engineering & Design, Survey, Appraisal	10,000
Incentives & Small Business Grants	30,000
Insurance (Property & Liability)	32,520
Interest Expense - Banks, Property Loans	48,715
Interest Expense - Dakota Resources	35,000
Interest Expense - Dolan Creek Interest Rebate	3,500
Interest Expense - 910 St Street LLC	17,480
Legal Fees	5,000
Maintenance - Industrial Park & Anna St.	10,000
Marketing - Directors Discretion (M&E)	7,000
Miscellaneous	1,000
Office Equipment & Supplies	2,000
Postage and Delivery	500
Printing and Reproduction	1,000
Prospect Hosting	2,000
Rent - West River Foundation	10,800
<i>Rental Vacancy Reserve - 20%</i>	<i>66,600</i>
Repairs	5,000
Real Estate Taxes	36,500
Telephone - Cell Phones	1,550
Telephone - Office Phone	700
Trade Shows	4,000
Utilities	5,000
<b>Total Expense</b>	<b>705,465</b>
<b>NET INCOME</b>	<b>(84,345)</b>

**Sturgis Economic Development Corp.**

**Balance Sheet**

As of December 31, 2024

	Dec 31, 24
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
<b>CHECKING/SAVINGS RESTRICTED</b>	
Meade County RLF	51,382.82
SEDC RLF Pioneer	92,847.24
<b>Total CHECKING/SAVINGS RESTRICTED</b>	144,230.06
<b>CHECKING/SAVINGS UNRESTRICTED</b>	
910 1st Street LLC	20,109.02
General Fund	50,971.18
Special Projects	200,463.90
<b>Total CHECKING/SAVINGS UNRESTRICTED</b>	271,544.10
<b>Total Checking/Savings</b>	415,774.16
<b>Other Current Assets</b>	
Amount Reserved by Board	
CD #1	256,820.06
CD #2	123,179.94
CD #3	100,000.00
<b>Total Amount Reserved by Board</b>	480,000.00
Prepaid Insurance	5,474.52
Current Portion Notes Rec	13,110.93
<b>Total Other Current Assets</b>	498,585.45
<b>Total Current Assets</b>	914,359.61
<b>Fixed Assets</b>	
Hansen Ave Condos (Lot C4-A2C)	
Land	143,635.85
Hansen Ave Condos (Lot C4-A2C) - Other	1,319,185.34
<b>Total Hansen Ave Condos (Lot C4-A2C)</b>	1,462,821.19
4-Unit Incubator-1110 Industry	615,985.00
910 1st Street	700,467.62
Billboard Sign Asset	43,348.23
Parkwest-1209 Industry	924,953.81
Office Furniture	4,307.73
Perimeter Fence	5,525.25
Spec Building-3580 Mayer Avenue	516,965.05
Accumulated Depreciation	-824,805.42
<b>Total Fixed Assets</b>	3,449,568.46
<b>Other Assets</b>	
Deposit Fee on Utilities	965.00

**Sturgis Economic Development Corp.**  
**Balance Sheet**  
As of December 31, 2024

	Dec 31, 24
<b>LAND HOLDINGS</b>	
752 Anna St	335,662.71
Drainage Lot 1	13,089.91
Lot 2A	20,406.52
Lot 3A	41,353.35
Lot C1	198,149.45
Lot C2-E	25,742.33
Lot C4-C	27,435.99
Lot SB-03	157,665.86
<b>Total LAND HOLDINGS</b>	819,506.12
<b>NOTES RECEIVABLE</b>	
Meade County Ec Dev (rst)	95,000.00
Notes Receivable-RLF	148,190.84
Less Current Portion Notes Rec.	-13,110.93
<b>Total NOTES RECEIVABLE</b>	230,079.91
<b>Total Other Assets</b>	1,050,551.03
<b>TOTAL ASSETS</b>	<b>5,414,479.10</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
Accounts Payable	
Accounts Payable	20,770.25
<b>Total Accounts Payable</b>	20,770.25
<b>Other Current Liabilities</b>	
Accrued Property Tax Payable	
Sturgis Str.	2,377.83
Accrued Property Tax Payable - Other	5,066.24
<b>Total Accrued Property Tax Payable</b>	7,444.07
Prepaid Rent & Reimb.	15,106.00
Current Portion Long-Term Debt	42,661.11
<b>Total Other Current Liabilities</b>	65,211.18
<b>Total Current Liabilities</b>	85,981.43

**Sturgis Economic Development Corp.**  
**Balance Sheet**  
As of December 31, 2024

	Dec 31, 24
<b>Long Term Liabilities</b>	
910 1st Street City Loan(WRF)	304,919.87
910 1st Str Contract (BHEscrow)	314,703.66
Dakota Resources Loan	875,000.00
PBT Loan #7551 -Hansen Ave Bldg	497,004.63
Refundable Security Deposit	16,350.00
WRF Loan	241,874.43
Less Current Portion of LT Debt	-42,661.11
	2,207,191.48
<b>Total Long Term Liabilities</b>	2,207,191.48
<b>Total Liabilities</b>	2,293,172.91
<b>Equity</b>	
<b>Net Assets W/Out Donor Rest.</b>	
City/Sturgis Strikers Grant	16,000.00
City of Summerset - EDC Salary	3,571.51
<b>Funds Reserved by Board</b>	
Future Land & Building Savings	223,179.94
Special Savings-Land Bldg Pur	256,820.06
	480,000.00
<b>Total Funds Reserved by Board</b>	480,000.00
Ins/tax savings	8,067.22
<b>Net Assets-Unrestricted</b>	2,244,085.85
<b>Total Net Assets W/Out Donor Rest.</b>	2,751,724.58
<b>Net Assets with Donor Restrict.</b>	
Net Assets-Restricted Meade Cou	143,835.83
Net Assets-Restricted RLF	234,334.47
	378,170.30
<b>Total Net Assets with Donor Restrict.</b>	378,170.30
<b>Net Income</b>	-8,588.69
	3,121,306.19
<b>Total Equity</b>	3,121,306.19
<b>TOTAL LIABILITIES &amp; EQUITY</b>	5,414,479.10

Sturgis Economic Development Corp.

Profit & Loss

January through December 2024

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	<u>Jan - Dec 24</u>
Ordinary Income/Expense	
Income	
BID Grant	540.02
Government Contributions	187,500.13
Grants	2,750.00
INTEREST INCOME RECEIVED	40,932.68
Loan Application Fee	100.00
Marketing Income	5,000.00
Membership	35,000.00
Rental Income	196,770.08
Sponsorship Income	2,500.00
	<hr/>
Total Income	471,092.91
Expense	
Advertising	5,544.24
Annual Fee	435.00
Bank Service Charges	109.39
Board Meeting Expense	7,658.67
Community Development Expense	6,869.82
Conference Expense	696.62
Depreciation Expense	114,930.49
DSF BID Rebate Program	0.02
Dues and Subscriptions	2,120.00
Ec. Dev. Coordinator	
Cell Phone Allow. Ec Dev Co.	982.76
Compensation Ec Dev Coor.	62,878.08
Vehicle Allowance	1,800.00
	<hr/>
Total Ec. Dev. Coordinator	65,660.84
Executive Director Comp & Exp.	
Cell Phone Allowance	532.71
Executive Director Compensation	112,800.28
Meals and Entertainment	672.61
Vehicle Allowance	5,400.00
	<hr/>
Total Executive Director Comp & Exp.	119,405.60
Incentives	5,000.00

Sturgis Economic Development Corp.

Profit & Loss

January through December 2024

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	<u>Jan - Dec 24</u>
Insurance	
910 1st St Ins.	15,606.04
Director's Liability	1,169.04
Property	10,994.87
Prop.Ins Reimb	<u>-22,461.22</u>
Total Insurance	5,308.73
Interest Expense	90,742.65
Main-Ind Park, Incubato/Anna St	8,540.80
Marketing Expense	
Marketing Expense Summerset	150.00
Events	1,150.00
Website	400.00
Marketing Expense - Other	<u>274.64</u>
Total Marketing Expense	1,974.64
Miscellaneous	403.72
Office Supplies	436.02
Postage and Delivery	236.48
Printing and Reproduction	754.52
Professional Development	1,900.75
Professional Fees	
Accounting	5,406.97
Bookkeeping	1,405.80
Legal Fees	2,442.60
Surveying	<u>1,593.00</u>
Total Professional Fees	10,848.37
Prospect and Hosting Exp.	
Travel & Ent	26.50
Prospect and Hosting Exp. - Other	<u>141.09</u>
Total Prospect and Hosting Exp.	167.59
Rent-West River Foundation	10,800.00
Repairs	4,683.52
Software Subscriptions	955.13
Supplies	1,212.75
Tax	6,444.64
Telephone	667.53
UTILITIES	<u>6,206.15</u>
Total Expense	<u>480,714.68</u>
Net Ordinary Income	-9,621.77

**Sturgis Economic Development Corp.**  
**Profit & Loss**  
January through December 2024

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	<u>Jan - Dec 24</u>
Other Income/Expense	
Other Income	
Other Income	
Allow. for Loan Loss	1,033.08
Total Other Income	<u>1,033.08</u>
Total Other Income	<u>1,033.08</u>
Net Other Income	<u>1,033.08</u>
Net Income	<u><u>-8,588.69</u></u>

RECEIVED  
JUN 27 2025  
BY: \_\_\_\_\_

## PETITION FOR ANNEXATION

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

### Legal description of the territory sought to be annexed below:

North 158 feet of Government Lot 3 of Section 5, Township 2 North, Range 7 East of the Black Hills Meridian, Meade County, South Dakota; and the North 158 feet of Government Lot 4 of Section 5, Township 2 North, Range 7 East of the Black Hills Meridian, Meade County, South Dakota, EXCEPTING therefrom Lot H1 of said Government Lot 4, as shown on the plat filed in Plat Book 22, Page 323; AND INCLUDING that portion of Lot U1 located in the north 158 feet of said Government Lot 4, as shown on the plat filed in Plat Book 22, Page 324.

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

(PLEASE PRINT)

Owner Name: Norman Ranch Subdivision, LLC. Date: 06/26/25

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

Owner Signature: \_\_\_\_\_  


Voter Name: \_\_\_\_\_ Date: \_\_\_\_\_

Voter Address: \_\_\_\_\_

Voter Signature: \_\_\_\_\_

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

Petition Received by LS Date Received 6/27/2025

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

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



RECEIVED JUN 8 2025

### COMMUNITY PLANNING & DEVELOPMENT SERVICES

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

### APPLICATION FOR DEVELOPMENT REVIEW

#### REQUEST (please check all that apply)

- Annexation
- Comprehensive Plan Amendment
- Fence Height Exception
- Planned Development (Overlay)
  - Designation
  - Initial Plan  Final Plan
  - Major Amendment
  - Minimal Amendment
- Subdivision
  - Layout Plan
  - Preliminary Plat
  - Final Plat
  - Minor Plat
- Rezoning
- Road Name Change

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

#### LEGAL DESCRIPTION (Attach additional sheets as necessary)

**EXISTING** North 158 feet of Government Lot 3 of Section 5, Township 2 North, Range 7 East of the Black Hills Meridian, Meade County, South Dakota; and the North 158 feet of Government Lot 4 of Section 5, Township 2 North, Range 7 East of the Black Hills Meridian, Meade County, South Dakota, EXCEPTING therefrom Lot H1 of said Government Lot 4, as shown on the plat filed in Plat Book 22, Page 323; AND INCLUDING that portion of Lot U1 located in the north 158 feet of said Government Lot 4, as shown on the plat filed in Plat Book 22, Page 324.

**PROPOSED** NA

**LOCATION** East of Norman Ave - near the intersection of Three Flags Way and Norman Ave

**Size of Site-Acres** 9.57+/-

**Square Footage** NA

**Proposed Zoning** R3

#### DESCRIPTION OF REQUEST:

Annexation request for additional parcel for inclusion into the Highlands at Norman Ranch Subdivision. Area was conditionally annexed and zoned previously.

Utilities: Private / Public

Water Private

Sewer City of Summerset

#### APPLICANT

Name Norman Ranch Subdivision, LLC.

Phone 605-443-3033

Address 1624 Concourse Court

E-mail megan@vanockerdev.com

City, State, Zip Rapid City, SD 57703

Signature \_\_\_\_\_

Date \_\_\_\_\_

#### PROJECT PLANNER - AGENT

Name Vanocker Development, INC

Phone 605-443-3033

Address 1329 Eglin Street Suite 200 #178

E-mail megan@vanockerdev.com

City, State, Zip Rapid City, SD 57701

Signature \_\_\_\_\_

Date \_\_\_\_\_

#### OWNER OF RECORD (If different from applicant)

Name \_\_\_\_\_

Phone \_\_\_\_\_

Address \_\_\_\_\_

E-mail \_\_\_\_\_

City, State, Zip \_\_\_\_\_

6-27-25

Property Owner Signature

Date

Property Owner Signature

Date

Signature \_\_\_\_\_

Date \_\_\_\_\_

Print Name: Tony Thompson

Signature \_\_\_\_\_

Date \_\_\_\_\_

Title\*: Member

Print Name: \_\_\_\_\_

Title\*: \_\_\_\_\_

\*required for Corporations, Partnerships, etc.

#### FOR STAFF USE ONLY

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

- Sewer Utility
- Fire Department
- Public Works
- Planning
- Building Inspector
- Engineering
- City Code Enforcement
- Police
- City Attorney

- BHP&L
- Finance Officer
- Register of Deeds
- County - Planning
- SD DOT
- SD DENR
- Auditor - Annexation
- Drainage
- Parks & Recreation

- Diamond D Water
- Black Hills Water
- 
- Other: \_\_\_\_\_
- Other: \_\_\_\_\_
- Other: \_\_\_\_\_
- Other: \_\_\_\_\_

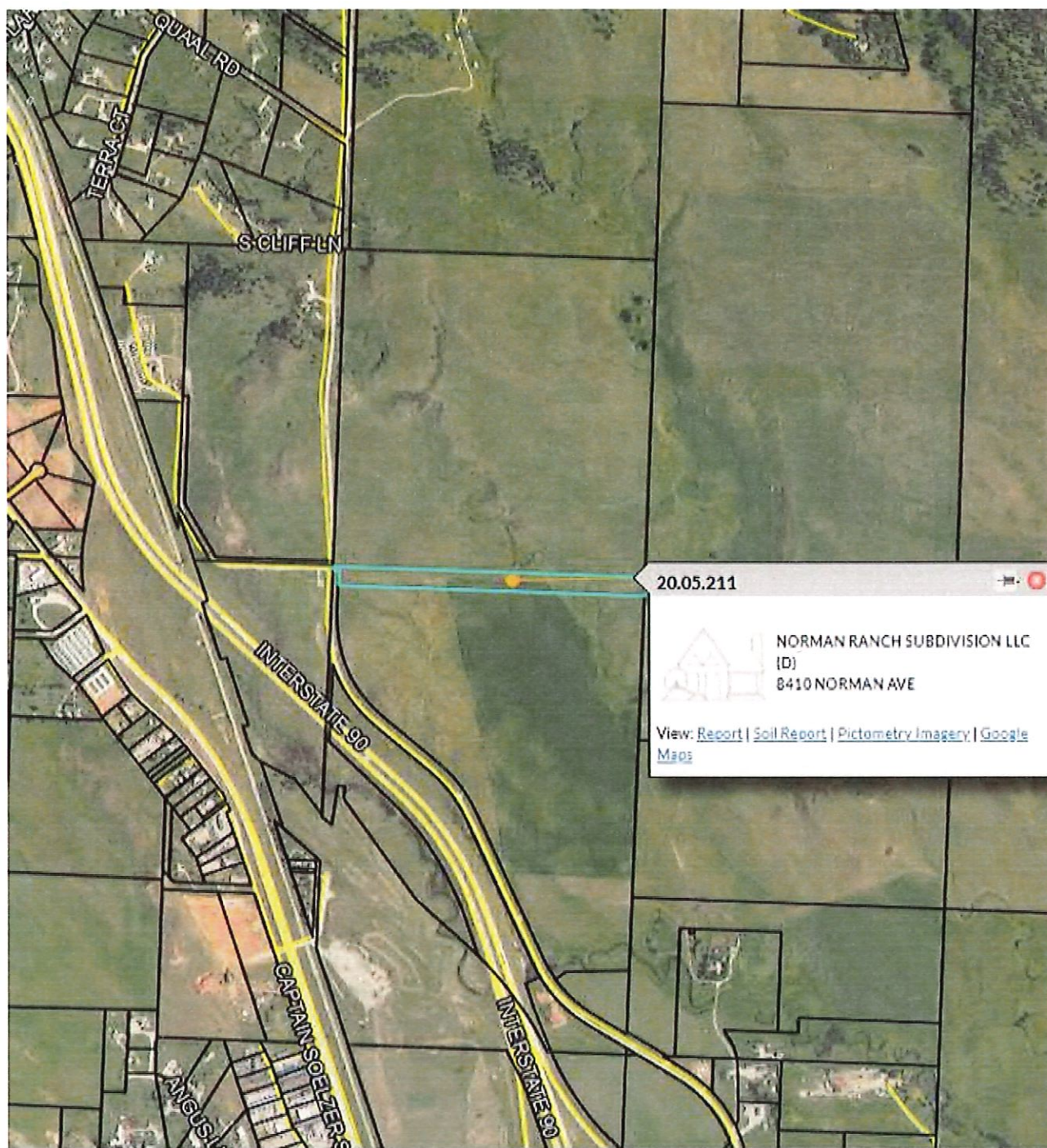
Covenants filing fee? Yes  No

Planning and Zoning Meeting Date: \_\_\_\_\_


Commission Meeting Date: \_\_\_\_\_

Date Paid: \_\_\_\_\_

Payment Type: Cash  Check  Credit Card



20.05.211

 NORMAN RANCH SUBDIVISION LLC  
(D)  
8410 NORMAN AVE

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

Alternate ID n/a  
 Class NAC  
 Acreage n/a

Owner Address NORMAN RANCH SUBDIVISION LLC  
 1624 CONCOURSE CT  
 RAPID CITY SD 57703

## **SCHOOL RESOURCE OFFICER PROGRAM AGREEMENT**

This Agreement is made and entered into this 10th day of July, 2025, by and between the MEADE SCHOOL DISTRICT 46-1 of 1230 Douglas Street, Sturgis, SD 57785 (hereinafter "School District") and the CITY OF SUMMERSET, a South Dakota municipal corporation, of 7055 Leisure Lane, Summerset, SD 57718.

### **RECITALS**

WHEREAS, the City of Summerset operates the Summerset Police Department;

WHEREAS, this Agreement will often refer to the Summerset Police Department as "Law Enforcement" for ease of reference;

WHEREAS, Law Enforcement agrees to provide the School District a School Resource/Liaison Officer (hereinafter "SRO") Program in the School District; and

WHEREAS, the School District and Law Enforcement desire to set forth in this SRO Agreement the specific terms and conditions of the services to be performed and provided by the SROs in the School District.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants, promises, and conditions contained herein, the Parties mutually agree as follows:

#### **1. Cost of the SRO Program.**

- A. The Parties hereto acknowledge that there is a financial agreement between the Parties. The School District will reimburse the Summerset Police Department ("SSPD") for 50% of the actual wages of the SSPD employee for a nine-month school year. This wage will include any overtime worked by the SRO for each period. This will include the wages of the SRO. The invoices for payment will be submitted monthly by the SSPD for a nine-month period starting in September and ending in May of each fiscal year. Said salary shall be \$68,400.73.
- B. Continuing education in the areas of school-based law enforcement topics, child development, adolescent psychology, trauma, conflict resolution, mental health and addiction, children with disabilities, juvenile and education law and policy, and cultural competence are cornerstones of an effective SRO. The School District will reimburse Law Enforcement for up to a total of \$1,000 annually for training costs when the SRO participate in school-related training and professional development. The training will be mutually agreed upon between the Parties to this Agreement. The costs shall include, but are not limited to, travel, lodging, per diem, and tuition.

#### **2. Employment of School Resource Officers.**

- A. The SRO shall be employees of Law Enforcement and shall be subject to the administration, supervision, and control of Law Enforcement.
- B. The SRO shall be subject to all personnel policies and practices of Law Enforcement except as such policies or practices may be modified by the terms and conditions of this Agreement.
- C. Law Enforcement, in its sole discretion, shall have the power and authority to hire, discharge, and discipline the SRO.
- D. A joint committee composed of representatives of Law Enforcement and the School District shall make recommendations for the SRO positions to the Chief of Police who shall assign such officers. If a principal is dissatisfied with an SRO who has been assigned to that principal's school, then that principal may request that the Chief of Police assign a different officer as the SRO for that school.
- E. SRO assignments per school:
  - 1. Stagebarn Middle School will have one assigned SRO.
  - 2. Substitutions will be made in consultation with the school administration(s) affected and will only be on a temporary basis.

### 3. Duty Hours.

- A. Whenever possible, it is the intent of the parties that the SRO's duty hours shall conform to the school day. Reasonable efforts will be made to accommodate requests for the SRO to attend after-school activities, such as sporting events and dances.
- B. It is understood and agreed that time spent by the SRO attending circuit or magistrate court, juvenile court, and/or criminal cases arising from and/or out of their employment as an SRO shall be considered as hours worked under this Agreement. This includes all training required by the State of South Dakota or Law Enforcement to maintain certification as a law enforcement officer in good standing.
- C. In the event an SRO is absent from work, the SRO shall notify his or her supervisor in Law Enforcement and the principal of the school to which the SRO is assigned. If an SRO is absent from work for more than five consecutive days, Law Enforcement will assign another officer, if available, to substitute for the SRO beginning the sixth consecutive day of absence.

### 4. Goals of the SRO Program.

This SRO Program is unique to the community, based on input from the school administration, teachers, faculty, students, families, and community members. The Program is designed to fulfill three overall roles:

- = **Law Enforcement**
- = **Fostering Positive School Climate/Crime Prevention/Mentor/Role Model**
- = **Education**

**Law Enforcement** – SROs are responsible for the majority of law enforcement activities occurring at school, during school hours, but not general school discipline. The determination of whether an activity raises to the level of a law enforcement activity should be made in consultation with a school administrator. Parents, students, teachers, and other school personnel should bring complaints about student misbehavior to the school principal, or designee, rather than the SRO.

**Fostering Positive School Climate/Crime Prevention/Mentor/Role Model** – One of the primary role's SROs fulfill is fostering a positive school climate through relationship-building and crime prevention. Officers will engage in various activities, in consultation with school administration, teachers, and students, and should strive to build a school culture of open communication and trust between and among students and adults by focusing on officers getting to know students at the school, serving as a role model, and working with teachers and administrators to identify students who may be facing challenges and need additional resources or attention to be successful in school. Crime prevention activities include foot patrols, monitoring previous crime locations, speaking to teachers about reducing the opportunity for crimes to occur, analyzing possible crime patterns, and investigating crimes. Officers may also complete security surveys analyzing the physical security and safety of school property and facilities.

**Education** – SROs should participate in the school community by becoming a member of the educational team and administrative staff, where appropriate and by representing law enforcement community to build positive relationships with youth, their families, and school staff.

Whether talking to students in the hallway or delivering a presentation in the classroom, SROs are embedded in the educational fabric of the school. SROs are expected to be proactive in creating and taking advantage of educational situations, and school administrators are encouraged to leverage this resource.

## **5. Duties of School Resource Officers.**

The SRO's duties will include, but not be limited to, the following:

- A. To be an extension of the principal's office for assignments consistent with this Agreement. SROs should be notified by the building principal whenever a situation arises that is or likely to become criminal in nature, a present or potential danger to the staff, students, visitors, or school property exists, or an issue that requires the assistance of additional personnel.
- B. To be a visible, active law enforcement figure on campus dealing with law enforcement matters and school code violations originating on the assigned campus. As to school code violations, the SRO will refer the student to the principal's office for discipline to be meted out by school officials.
- C. To act as the designee of the campus administrator in maintaining a safe environment as to law enforcement matters and school code violations. This includes building(s), grounds, parking lot(s), lockers, and other school property. As to school code violations, the SRO will defer to the principal's office for discipline to be meted out by school officials.
- D. To provide a classroom resource for law enforcement topics using approved materials. Materials will be approved by the Chief of Police.
- E. To be a resource for students which will enable them to be associated with a law enforcement figure and role model in the students' environment.

- F. To be a resource for teachers, parents, and students for conferences on an individual basis dealing with individual problems or questions.
- G. To make appearances before parent groups, and other groups associated with the campus and as a speaker on a variety of requested topics, particularly drug and alcohol abuse.
- H. The SRO will be involved in school discipline, when it pertains to preventing a disruption that would, if ignored, place students, faculty, and staff at risk of harm, the SRO will resolve the problem to preserve the school climate. As to school code violations, the SRO will take the student to the principal's office for discipline to be meted out by school officials.
- I. It will be the responsibility of the SRO to report all crimes originating on campus. On occasion, an SRO may be assigned cases originating outside school which may involve students from their assigned schools.
- J. The SRO will share information with the administrator about persons and conditions that pertain to campus safety concerns.
- K. The SRO will be familiar with helpful community agencies, such as mental health clinics, drug treatment centers, etc. that aid students. Referrals will be made when necessary.
- L. The SRO and the principal will develop plans and strategies to prevent and/or minimize dangerous situations which might result in student unrest.
- M. The SRO will coordinate all his/her activities with the principal and staff members concerned and will seek permission, guidance, and advice prior to enacting any programs within the school.
- N. The SRO may be asked to provide community-wide crime prevention presentations that include, but are not limited to:
  - Drugs and the law – Adult and juvenile;
  - Alcohol and the law – Adult and juvenile;
  - Sexual assault prevention;
  - Safety programs – Adult and juvenile;
  - Online safety and citizenship; and
  - Assistance in other crime prevention programs as assigned.
- O. The SROs will wear approved department uniform to include vests, formal business attire or business casual with appropriate logos and name badges depending on the time of school year, the type of school activity or program, and the requests of the school and/or Law Enforcement. The Chief of Police and the principal shall jointly set expectations and resolve any disputes in this area.
- P. The SROs will wear their department-authorized duty weapons in accordance with department policy.

**6. Chain of Command.**

- A. As employees of Law Enforcement, SROs will be subject to the chain of command of Law Enforcement.
- B. In the performance of their duties, SROs shall coordinate and communicate with the principal or the principal's designee of the school to which they are assigned.

**7. Access to Education Records.**

- A. School officials shall allow law enforcement to inspect and copy any public records maintained by the school to the extent allowed by law.
- B. Law enforcement and school officials are permitted to openly share information in accordance with the standing 4<sup>th</sup> Circuit Judicial Order allowing such sharing. The judicial order shall be periodically updated to reflect current information and to remain in compliance with the latest judicial guidance.
- C. Law enforcement should actively share information with school officials that would likely have a significant impact on the safety, well-being, or operation of the school or educational environment.

**8. Term of Agreement.**

The initial term of this Agreement is one year commencing on the 25th day of August, 2025 and ending on the 21st day of May, 2026. However, should any Party encounter budgetary constraints that make the continuation of this Agreement impractical, then any Party may cancel this Agreement upon sixty days' notice to the others. Following the initial three-year term, this Agreement shall be automatically renewed for successive one-year periods unless any Party requests termination or modification of this Agreement. This request must be made in writing.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first written above.

**MEADE SCHOOL DISTRICT 46-1**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**SUMMERSET POLICE DEPARTMENT**

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Chief Rich Nasser

**CITY OF SUMMERSET**

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Mayor Mike Kitzmiller

ATTEST:

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Lisa Schieffer, City Administrator

(SEAL)

2025-2026 SRO Contract Calculation

	Aug 2025- Dec 2025	Jan 2026- Oct 2026
Hourly Wages:	32.23	32.87
		Step Increase
Annual Wage (2080 hrs):	67038.40	68369.60
FICA	5128.44	5230.27
SDRS 8%	5363.07	5469.57
Health Insurance	11551.44	12706.56
Dental Insurance	578.40	589.92
Life Insurance	37.80	37.80
		Anticipated 10% - 1058.88
		Anticipated 2%- 49.16
Total Annual Compensation	89697.55	92403.72
Monthly Compensation	7474.80	7700.31
Aug 25- Dec 25 (5 Months)	29899.18	
Jan 26- May 26 (5 months)		38501.55
2025-2026 School Year Total	29899.18	38501.55

Grand Total	68400.73
50% School Cost	34200.37

# Agreement amendment: subsurface investigation and mapping, Summerset, South Dakota

Current agreement date: July 1, 2025, through December 31, 2025

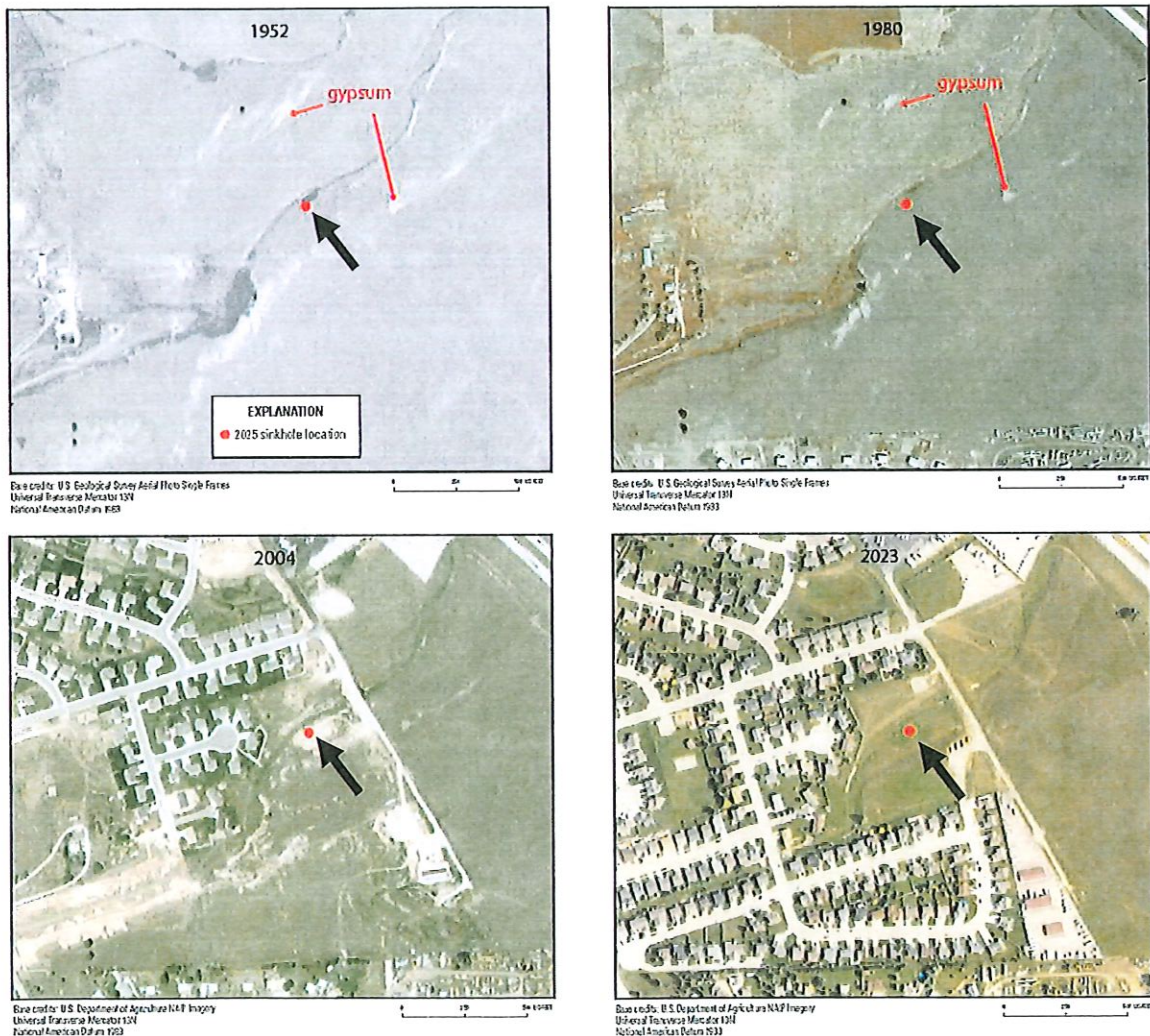
Submitted to City of Summerset

Submitted by U.S. Geological Survey, Dakota Water Science Center on July 1, 2025

(U.S. Geological Survey contacts: Bill Eldridge, weldridge@usgs.gov)

## Background

During mowing in late June 2025, City staff observed several large sinkholes clustered in the center of a drainage with groundwater flowing through the holes. To better understand the geology of the drainage area, the City of Summerset requested a noninvasive subsurface geophysical survey of the drainage area east of Astoria Lane, west of Recreational Drive, south of Leisure Lane, and north of Cambridge Place at approximately N44.179 W103.328 (fig. 1).



**Figure 1.** Imagery from 1952, 1980, 2004, and 2023 showing center of sink hole (red dot) reported in June 2025 at N44.179 W103.328 and possible gypsum outcrops in older images.

## Purpose and Scope

The purpose of this proposal is to provide timelines and cost estimates for technical assistance to map the subsurface geology using geophysical techniques in a drainage near Recreational Drive, Summerset, South Dakota. The purpose of the survey is to determine the spatial extent of the sinkhole(s) to allow the city to plan for possible excavation and filling, if necessary.

## Approach

The approach for this study is to use noninvasive geophysical techniques to map the subsurface. The proposal includes the following tasks:

### Task 1. Imagery and geological map search

Task 1 is to complete a map and imagery search of the area to understand the geology and construction history of the site. A geologic map of the area (fig. 2) in the northwest part of Township 3 North, Range 7 East, Section 31 shows the drainage in Quaternary alluvium (Qal) cutting through Quaternary terrace gravel and alluvial fan deposits (Qt) which overly the Spearfish Formation (TrPs). Gypsum deposits are commonly found at the upper part of the Spearfish Formation (TrPs) and at the base of the Sundance (Jsg). Where in thick beds, the gypsum deposits are called the Gypsum Spring Formation consisting of gypsum and shale with a thickness of up to 25 meters (Redden and DeWitt, 2008).

During a site visit on June 6, 2025, one primary sinkhole and several smaller ones were observed in the area. The main sinkhole was about 9 by 3 feet and about 4 to 6 feet deep. Various rock lined the sinkholes: Minnekahta Limestone, Minnelusa Formation, and Pahasapa Limestone rock were identified in the sink holes. The sinkholes were dry, and no flowing water was observed during the site visit.

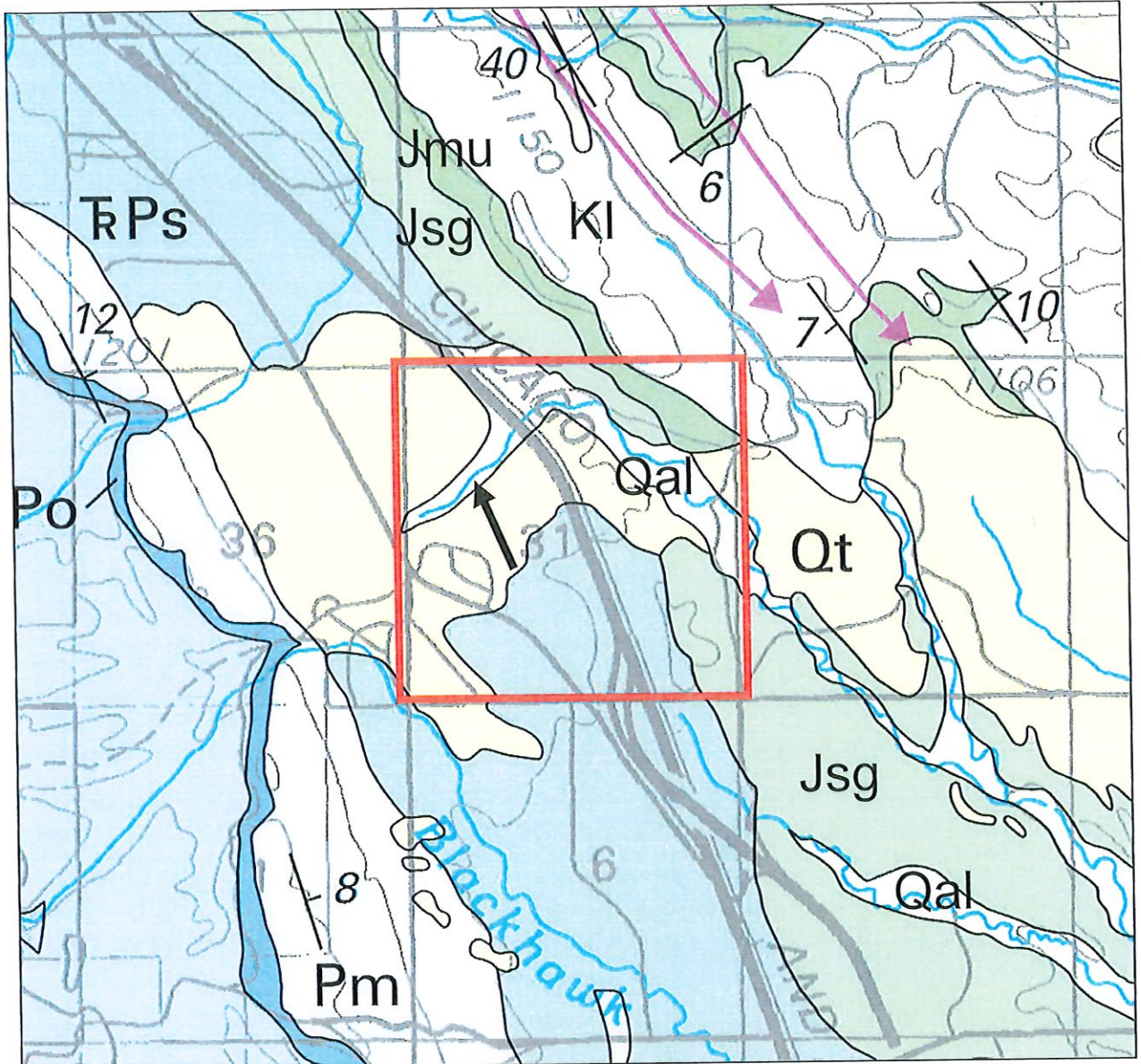
Imagery of the area from 1952 through 2023 indicated a natural drainage with possible gypsum outcrops to the north and east of the sink hole location (fig. 1). Imagery from 2004, shows the sinkhole location was possibly a borrow pit to the east of the newly constructed housing. Imagery from 2023 shows darker green vegetation near the sink hole location possibly indicating a more wet area at a lower elevation than surrounding terrain.

### Task 2. Perform geophysical surveys (electrical resistivity survey tomography and possibly passive seismic) along transects in drainage area

Electrical resistivity tomography (ERT) surveys are a geophysical technique for mapping subsurface geologic structures from electrical resistivity measurements made at the surface. The survey requires using electrodes attached to cables temporarily placed into the ground about 6 to 8 inches. Survey results are a 2-dimensional cross-section map of resistivity differences of underground materials. Possible survey lines for ERT are shown in figure 3. The survey requires one or two days in the field to collect the needed data.

### Task 3. Compile results into a memorandum summarizing survey results with estimates of sink hole size, if possible

Task 3 is to analyze the survey results and compile the images into a memorandum with estimates of sink hole size, if possible. Sink hole size(s) may be difficult to quantify depending on the depth and spatial extent of the void or sink hole.



- Qt:** Terrace gravel and alluvial-fan deposits: gravel, sand, silt, and soil.
- Qal:** Alluvial deposits: steam-laid deposits of mud, silt, sand, and gravel.
- Kl:** Lakota formation: sandstone, mudstone, and shale (upper part is siltstone)
- Jmu:** Morrison Formation and Unkpapa Sandstone: shale and sandstone
- Jsg:** Sundance, Gypsum Spring Formations: interbedded shale, siltstone, sandstone; gypsum
- TrPs:** Spearfish Formation: red shale and siltstone; minor limestone and gypsum
- Po:** Opeche Shale: maroon shale and siltstone
- Pm:** Minnekahta Limestone: pinkish-gray, thin-bedded limestone

**Figure 2.** Geologic map of Township 3 North, Range 7 East, Section 31 and surrounding sections with the drainage mapped in the northwest part of section 31 indicated by the black arrow (geologic map from Redden and DeWitt, 2008).

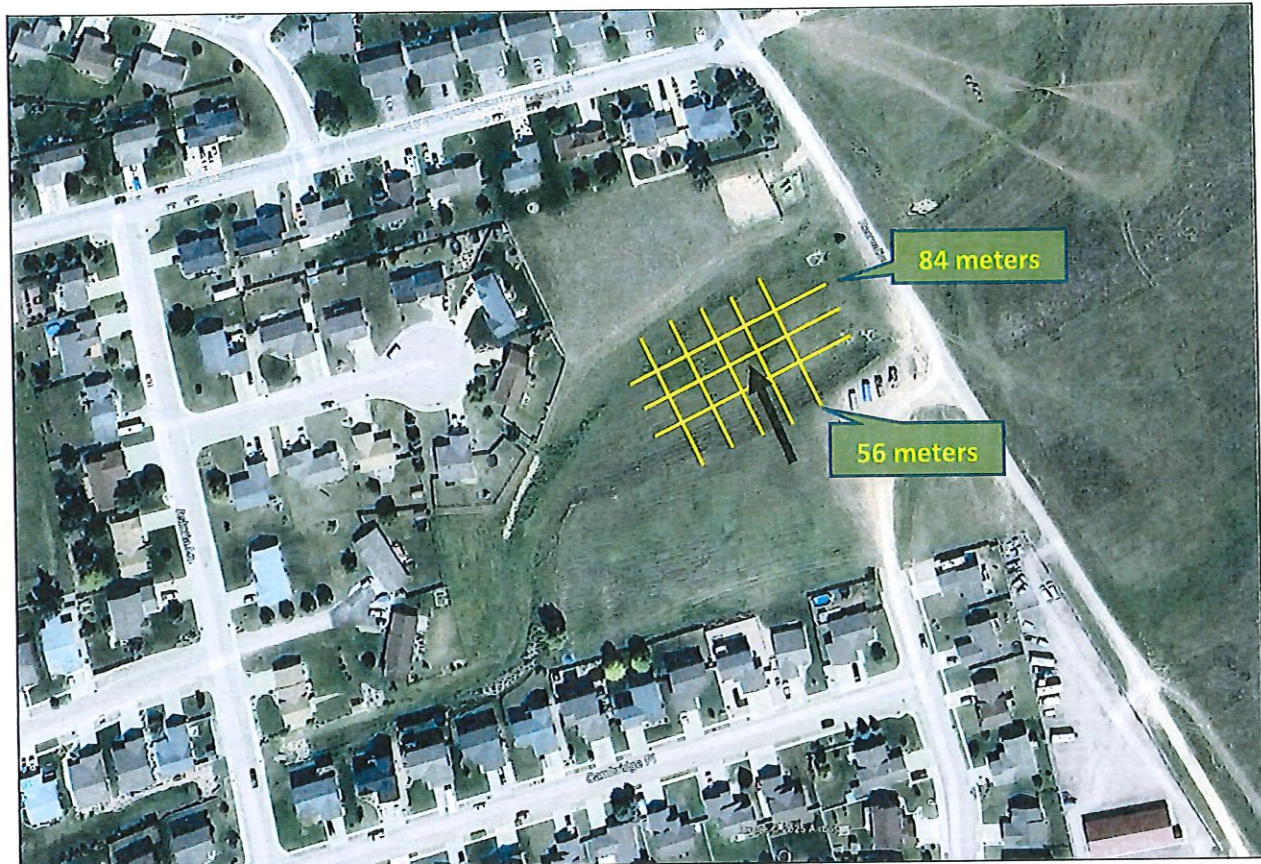


Figure 3. Potential electrical resistivity tomography survey lines for the drainage in Summerset, South Dakota.

## Products

Proposed products of the survey are a technical letter and presentation of survey results with estimates of any void or sinkhole sizes. Report products requiring publication will follow all USGS guidelines and policies as stated by the USGS Fundamental Science Practices (<https://www2.usgs.gov/fsp/>).

## Timeline

This technical assistance agreement amends the current agreement between Summerset and the DWSC that began January 1, 2025, and ends December 31, 2026. During the agreement time, either party could request modifications. Technical agreement changes require the approval of both parties in writing before implementation.

## Quality Assurance

Products created during technical assistance are reviewed by USGS Dakota Water Science Center management for technical completeness, timeliness, and budget compliance. Quality assurance and quality control will be consistent with the USGS standards required for collecting and recording data in USGS National Water Information System.

## Budget Summary

Total cost for all tasks is \$14,770. USGS cooperative matching funds are contingent on availability of Federal funding during fiscal year 2025. Estimated cooperative matching funds total \$7,385 (Table 1). Table 1 shows costs by task, USGS cooperative matching funds, and total costs.

Table 1. Summary of technical assistance task descriptions for the City of Summerset and the USGS.

Task no.	Item Description	Summerset	USGS	Total
1	Imagery and geological map search (completed)	0	0	0
2 and 3	Perform geophysical surveys and report results	\$7,385	\$7,385	\$14,770
	Total	\$7,385	\$7,385	\$14,770

## Data Management

New data collection is a component of this project. Data collected for this survey will be publicly available and accessible from the DWSC. Data backup will be regularly scheduled.

## Job Hazards

Job hazards include heat stresses, moving heavy equipment, vehicle operation, and working on unprepared surfaces. Mitigation includes heat stress training, working in teams, and frequent breaks with hydration. Moving heavy equipment will use 2-person lifting, if necessary. Vehicles will be operated in accordance with required defensive driving training and avoiding sinkhole areas. Working on unprepared surfaces requires proper footwear and personal protection equipment. All surveys will be conducted on city-owned lands.

## References

Redden, J.A., and DeWitt, Ed, 2008, Maps showing geology, structure, and geophysics of the central Black Hills, South Dakota: U.S. Geological Survey Scientific Investigations Map 2777, 44-p. pamphlet, 2 sheets, available at <https://pubs.usgs.gov/sim/2777/>, accessed June 2025.





ARC-SPEC.COM

Quote # : 404068  
 Quote Date : Jun 24, 2025  
 Expiration Date : Sep 22, 2025

Customer:  
 City of Summerset  
 7055 Leisure Lane  
 Summerset, SD 57718

*Quotes*

Ship To:  
 City of Summerset  
 7055 Leisure Lane  
 Summerset, SD 57718  
 Attn: Akayl Summerset  
 Tel: 605-718-9858

Account Code : 6135  
 Terms : Net30  
 Customer Job # :  
 Salesperson : Royce Richmond  
 Order Name : City of Summset - automatic operator

Purchase Order # :  
 Shipped Via :

Note:  
 Automatic Operator is NOT required to meet ADA requirements. A clear opening of 32" is required for wheelchair accessibility & certain approach requirements if opening is on an access ramp may be required

Qty	Product Description	Unit Price	Extended Price
1	Horton 4100 LE LHR CLR 39" C5190 Outswing Arm Security provider may be needed to tie operator into existing security system Certified electrician required to run main power to operator	2,899.94	2,899.94
1	CTP-HSS 2Button/2Transmitter/1Receiver kit	386.77	386.77
30	Access Control Mileage	2.41	72.30
4	Access Control Labor	136.00	544.00
Pre-Tax Total		:	3,903.01
SD525 - Summerset SD		:	241.99
<b>Quote Total</b>		:	<b>4,145.00</b>

Wyoming Office: 3100 E Second Street Gillette WY 82718 307-363-4278  
 South Dakota Office: 1330 Jess Street Rapid City, SD 57703 605-791-4748  
 REMIT TO: PO Box 250 Beulah, WY 82712

STATE OF SOUTH DAKOTA  
JOINT POWERS  
MAINTENANCE AND ENCROACHMENT AGREEMENT  
BETWEEN  
DEPARTMENT OF TRANSPORTATION,  
MEADE COUNTY, CITY OF PIEDMONT AND  
CITY OF SUMERSET

This Agreement is made by and between the State of South Dakota, acting by and through its Department of Transportation, referred to in this Agreement as the "STATE," Meade County, referred to in this Agreement as "COUNTY", the city of Piedmont, South Dakota and the city of Summerset, South Dakota, referred to jointly in this Agreement as "CITIES." The parties acknowledge and agree the city of Piedmont population is deemed to be 965 and the city of Summerset, South Dakota population is deemed to be 3,027 for purposes of this Agreement.

**1. JOINT POWERS**

This Agreement does not establish a separate legal entity as contemplated by SDCL §1-24-5. The cooperative undertaking described in this Agreement will be financed and conducted under the provisions of this Agreement by the COUNTY, CITIES and STATE. Each party has responsibilities under the terms of this Agreement and no joint board or administrator will be used. No real property will be purchased for use for this Agreement.

**THE STATE, COUNTY AND CITIES MUTUALLY AGREE TO THE FOLLOWING:**

**2. TERM**

The term of this Agreement will begin upon the last date of signature and will be perpetual.

**3. STATE PROJECT**

The STATE, COUNTY and the CITIES concur in the proposal for the new construction or improvement of streets identified by South Dakota Federal Aid Construction Project Number IM-CR 0901(187)44, PCN 034J, referred to in this Agreement as the "STATE PROJECT." The STATE PROJECT is located on Interstate 90 (I90), from east of Exit 44 to west of Exit 48, and Exit 46 (Elk Creek Road). The STATE PROJECT consists of grading, interchange reconstruction (Exit 46), and PCC surfacing.

**4. CONTRACT PROCUREMENT**

A. The STATE will design, advertise, let to contract, award, and be the contracting party for the STATE PROJECT.

B. The STATE will, as part of the STATE PROJECT:

- i. Construct a ten-foot (10') wide shared use path along Sturgis Road from Station 666+00 Lt. and ending at Station 677+75 Lt, referred to in this Agreement as the "SHARED USE PATH."
- ii. Construct a ten-foot (10') wide shared use path along Elk Creek Road from Station 500+35 to 520+95, referred to in this Agreement as the "SHARED USE PATH."

**5. STATE RESPONSIBILITIES**

As illustrated on Exhibit A, attached hereto and incorporated by reference:

A. The STATE will assume ownership on Elk Creek Road from Station 500+57 to Station 508+65, except within the Rapid City, Pierre and Eastern Railroad property.

- B. The STATE will be responsible for snow removal on Elk Creek Road between the interstate ramps from Station 500+57 to Station 508+65.
- C. The STATE will be responsible for maintaining the surfacing on Elk Creek Road from Station 500+57 to Station 508+65.
- D. The STATE will be responsible for maintaining the bridge over the Rapid City, Pierre, and Eastern Railroad from State 508+01 to Station 508+65.
- E. The STATE will mow the right of way on Elk Creek Road from Station 500+57 to Station 508+65.

## 6. COUNTY RESPONSIBILITIES

As illustrated on Exhibit A:

- A. The COUNTY will assume ownership on Elk Creek Road from Station 508+65 to Station 527+56.14.
- B. The COUNTY will be responsible for all maintenance, except roadway lighting, on Elk Creek Road from Station 508+65 to Station 527+56.14.

## 7. CITY OF PIEDMONT RESPONSIBILITIES

As illustrated on Exhibit A:

- A. The city of Piedmont will assume ownership and maintenance Spring Valley Road from beginning of City Limits to Elk Creek Road at Station 712 +40.
- B. The city of Piedmont will operate and maintain the roadway lighting along Sturgis Road from I-90 Eastbound Station 1019+78 to I-90 Eastbound Station 1067+57
- C. The city of Piedmont will reimburse the STATE the actual cost of installing one (1) eighteen-inch (18") waterline PVC encasement pipe and one (1) twelfth-inch (12") sanitary sewer PVC encasement pipe under I90 at the following locations.
  - i. Waterline PVC encasement pipe: I90 eastbound at Station 1015+00 +/- and I90 westbound at Station 2013+70 +/-
  - i. Sanitary Sewer PVC encasement pipe: I90 eastbound at Station 1060+20 +/- and I90 westbound at Station 2060+80 +/-
- D. The estimated cost for the waterline PVC sleeve and sewer line PVC sleeve is Two Hundred Eighty-Eight Thousand Five Hundred-Fifty Dollars (\$288,550.00). The actual costs will be based on final bids and quantities. The CITY will pay the STATE within thirty days (30) of receipt of billing.

## 8. CITY OF SUMMERSET RESPONSIBILITIES

- A. The city of Summerset will operate and maintain the roadway lighting at the following locations:
- i. I90 eastbound from Station 1089+00 to Station 1114+50;
  - ii. I90 westbound from Station 2088+50 to Station 2119+51;
  - iii. Ramp A from Station 107+30 to Station 119+10
  - iv. Ramp B from Station 200+40 to Station 212+20;
  - v. Ramp C from Station 300+40 to Station 312+70;
  - vi. Ramp D from Station 405+80 to Station 417+51;
  - iv. Elk Creek Road at the intersection of Sturgis Road (Station 500+57 Rt.) and to the intersection of East Hills View Drive (Station 520+80 Rt.) and,
  - v. Sturgis Road at the intersection of N 2<sup>nd</sup> Street (Station 608+88) and to Foothill Dr (Station 656+90).
- A. The city of Summerset will be responsible for maintenance of the SHARED USE PATH on Elk Creek Road from the intersection of Sturgis Road (Station 500+35.39) and to the intersection of East Hills View Drive (Station 520+95.68); and will be responsible for maintenance of the SHARED USE PATH on Sturgis Road beginning at Station 666+00 Lt. and ending at Station 677+75 Lt.

## 9. RESPONSIBILITIES FOR SHARED USE PATH

- A. As noted in the sections for 7.D. and 8.B, the CITIES will be responsible for the maintenance of the SHARED USE PATH, which includes, but is not limited to:
- i. Mowing adjacent to the SHARED USE PATH;
  - ii. Snow and ice removal from the SHARED USE PATH, including any necessary hauling of snow that has been removed from the SHARED USE PATH, all in accordance with the CITIES' policies and practices;
  - iii. Surface maintenance and replacement of SHARED USE PATH due to removal of snow with equipment; and,
  - iv. Debris and litter removal.
- B. The STATE will be responsible for the future major improvements to include, but not limited to, rehabilitation or resurfacing from the intersection of Sturgis Road (approximate Station 500+35) to north of the bridge over the railroad (approximate Station 508+90).
- C. The CITIES will be solely responsible for any damages to the SHARED USE PATH, including, but not limited to, damages as a result of traffic accident impact and vandalism.
- D. The CITIES will assume all risk of loss or damage to the SHARED USE PATH, however caused, resulting directly or indirectly, by reasons of the construction, repair, replacement, maintenance, removal, or use of the SIDEWALK and SHARED USE PATH, and releases the STATE from any and all liability on account of such loss or damage.
- E. The CITIES will be responsible for any injury or property damage suffered by any user of the SHARED USE PATH traveling through or within the STATE'S right of way.
- F. The STATE may, at any time, revoke this Agreement and notify the CITIES that the CITIES must remove or permit the removal of the SHARED USE PATH from the right-of-way by a date certain. Removal of the SHARED USE PATH will consist of removing the sidewalk and back-filling the disturbed area to maintain or restore adequate stability. If revocation of this Agreement is due to a proposed change in the highway, the STATE will give the CITIES at least ninety (90) days' written notice of the need to remove the SHARED USE PATH. Upon notification from the STATE

that the SHARED USE PATH must be removed, the CITIES will, at the CITIES' sole cost and expense, remove the SHARED USE PATH from the right-of-way no later than the date designated by the STATE. The CITIES will not be entitled to any compensation of any kind for removal of the SHARED USE PATH from the right-of-way. If the CITIES do not remove the SHARED USE PATH by the designated deadline, the STATE may remove and dispose of the SHARED USE PATH. The parties agree that removal of the SHARED USE PATH from the right-of-way may entail removal of those portions of the SHARED USE PATH which do not occupy the right-of-way. The CITIES will hold the STATE, its employees, officers, agents, and contractors, harmless for any damage to the SHARED USE PATH, including any portion of the SHARED USE PATH which does not occupy the right-of-way, and for any damage to the CITIES' property.

## 10. ENCROACHMENTS

The CITIES will enforce the following prohibitions against encroachments in the public right-of-way on the STATE PROJECT and on the state highway system within the CITIES' jurisdictional limits:

- A. All encroachments on or above the right-of-way will be prohibited unless specifically permitted by the STATE.
- B. The use of the right-of-way by owners or lessees of abutting property for the storage of vehicles, placement of portable signs, or other private use will be prohibited, on street parking, outside of the traveled lanes, in the business district between Park Street and Walnut Street in the city of Piedmont will not be considered an encroachment.
- C. Where the highway passes through established business districts and the buildings are at the property line and are continuous or very closely spaced, encroachments overhanging the right-of-way will be prohibited except under the following conditions:
  - i. Awnings, canopies, marquees, and similar installations on buildings will be permitted to remain in place until such time that they become functionally or structurally obsolete, provided that the edge of such encroachment be not less than three feet (3') back from the face of the curb;
  - ii. Advertising or other similar signs which are less than three feet (3') back from the face of the curb and are supported wholly from the front of the building will be permitted to remain in place until such time that they become functionally or structurally obsolete, provided that the bottom of such encroachment be not less than fourteen and a half feet (14.5') above the curb elevation;
  - iii. The replacement of obsolete or the installation of new awnings, canopies, marquees, advertising signs, or similar installations supported wholly from the building will be permitted provided that no part of the encroachment is less than three feet (3') back from the face of the curb and eight feet (8') above the curb elevation; and
  - iv. In the event the encroachments referred to in subparagraphs C. i., ii., and iii., above, by reason of color or placement, obscure or in any way detract from the effectiveness of the highway signs, traffic signals, pedestrian safety, or interfere with the free or safe flow of the traffic, the CITIES will cause the removal of such encroachments or take appropriate measures to improve highway signs or traffic signals and traffic safety.
  - v. The provisions of subparagraphs C. i., ii., iii., and iv., above, do not apply to isolated business or commercial buildings in outlying areas.
  - vi. Where there are encroachments of long standing which will in no way impair the highway operation or interfere with the free and safe flow of traffic and, in the opinion of the STATE, the immediate removal would impose unreasonable hardship, the STATE may, at its

discretion, permit the encroachment to remain for a specific period. This permission is subject to revocation or extension at the STATE'S discretion.

- D. On Federal Aid Projects, no encroachments will be permitted except in conformance with 23 CFR 1.23.

#### 11. UTILITIES

The CITIES will control the location and maintenance of utilities within the CITIES' right-of-way so as not to impair the free flow of traffic and to provide maximum safety to the traveling public.

#### 12. SPEED LIMITS

The CITIES will not designate a speed limit within the STATE PROJECT or on the remaining state highway system within the CITIES' jurisdictional limits. The CITIES will request any change in the speed limit and the STATE will consider such change, after appropriate engineering and traffic investigations have been made.

#### 13. PARKING

The CITIES will enforce the prohibition of all parking, standing, and stopping in the traffic lanes on the STATE PROJECT and on the state highway system within the CITIES' jurisdictional limits in accordance with South Dakota State Codified Laws ch. 32-30 except for the business district from Park Street to Walnut Street in Piedmont, where parking will be allowed. The CITIES will establish parking prohibitions along the CITIES' streets within the STATE PROJECT if parking becomes a safety concern or hindrance.

The CITIES further agrees where curbs are not installed and are not to be installed under the proposed improvement, the curbs, when proposed to be constructed in the future, will be at a lateral distance approved by the STATE. The CITIES will be responsible for installation and financial obligations of any future constructed curbs.

#### 14. ACCESS

The CITIES will not allow access to the state highway system within the CITIES' jurisdictional limits without the STATE'S or the STATE'S authorized representative's prior written approval.

#### 15. LIGHTING

When a roadway lighting system or flashing beacon system is installed on any street within the STATE PROJECT or on any portion of the state trunk highway system within the CITIES' jurisdictional limits, the CITIES will provide electrical power necessary to operate the system and will provide all necessary maintenance and replacements, in kind, of all parts, poles, and apparatus of said system, to ensure the continuing operation of said system until such time as the parties to this Agreement will agree to discontinue the operation of the said system. The CITIES will be responsible for replacement of poles which may be damaged due to weather or by vehicle crashes.

Prior to changing the operation parameters of any flashing beacon on a state highway route, including, but not limited to, flash rate, light intensity, number and location of displays, and hours or days of operation, from those originally set or currently approved by the STATE, the CITIES will submit, in writing, the necessary data and proposed changes to the Department of Transportation Area Office. The CITIES will not make any changes without the approval of that office.

Unless explicitly authorized elsewhere in this Agreement, the CITIES will obtain written approval from the STATE'S Area Engineer prior to attachment of banners, signs, or other appurtenances to the light poles.

## 16. SIGNALS

If a signal system is installed on any portion of the STATE PROJECT that is also within the CITIES' municipal boundaries, such signal system will be subject to the terms of a separate agreement between the parties entitled "Maintenance Agreement Between a Local Government Authority and the State of South Dakota for Traffic Signals on State Highway System." If such agreement has not already been executed by the parties, it will be executed simultaneously with this Agreement, provided there are signal systems within the STATE PROJECT or along the state trunk highway system within the CITIES' jurisdictional limits.

## 17. GENERAL CITY MAINTENANCE

The CITIES will be responsible for providing timely maintenance of the STATE PROJECT and the remaining state highway system within the municipal boundaries of the CITIES and any future expansions of the CITIES' municipal boundaries. The CITIES' maintenance responsibilities will include, but are not limited to:

- A. Debris and litter removal;
- B. Maintenance, repair, and replacement of sidewalks and curb ramps, including detectable warnings, in accordance with the Americans with Disabilities Act;
- C. Snow and ice removal from roadways and sidewalks, if the CITIES' population are deemed to be 2500 or more;
- D. Snow and ice removal from sidewalks and parking areas, if the CITIES' population are deemed to be less than 2500, with the STATE having responsibility for plowing snow and ice from driving lanes and shoulders;
- E. Any necessary hauling of snow, including snow plowed by the STATE from driving lanes and shoulders;
- F. Surface maintenance and replacement of sidewalks due to removal of snow by the CITIES' with equipment;
- G. Roadway sweeping, except that the STATE will be responsible for roadway sweeping if the CITIES' population is deemed to be less than 2500;
- H. Maintenance of rural section drainage;
- I. Cleaning, repair, and replacement of storm sewers and drop inlets, including any frames and grates, except that the STATE will be responsible for replacement of storm sewers and drop inlets, including any frames and grates, if the CITIES' population is deemed to be less than 2500;
- J. Vegetation and weed management of boulevards, split medians, raised medians, and other areas where undesirable vegetation exists; All right-of-way vegetation and weed management within curb and gutter sections;
- K. Maintenance of stamped or colored concrete, trees, flowers, decorative plants, and watering systems in boulevards, split medians, raised medians, and other areas within the right-of-way; and
- L. All repairs or maintenance of the STATE'S right-of-way, including the driving surface, related to or necessitated by the CITIES' installation, repair, or maintenance of utilities.

## 18. PAVEMENT MARKING MAINTENANCE

If the CITIES are deemed to have a population of 2500 or more, the CITIES will be responsible for maintaining the applicable pavement markings from the following list, at the original location on the STATE PROJECT and on the state trunk highway system, within the CITIES municipal boundaries and any future expansions of the CITIES municipal boundaries:

- A. Stop and Yield lines;
- B. Crosswalks;
- C. Word message pavement markings, including but not limited to "PED XING," "SCHOOL XING,"

- "LANE," and "RXR";
- D. Parking space markings;
- E. Speed measurement markings;
- F. Curb marking; and,
- G. Accessibility parking space marking.

All pavement markings for which the CITIES are responsible will be maintained in the same manner, dimensions, and locations as originally established by the STATE, so long as the same is in accordance with the most recent version of the federal Manual on Uniform Traffic Control Devices (MUTCD).

The STATE will maintain all other pavement markings on the state highway system which are not identified above as a CITIES responsibility. The parties understand and agree that if the CITIES are deemed to have a population of less than 2500, the STATE will be responsible for all pavement markings on the state trunk highway system.

## 19. SIGN MAINTENANCE

If the CITIES is deemed to have a population of 2500 or more, the CITIES will be responsible for maintaining the following signs at the locations and on supports as originally installed on the STATE PROJECT and on the remaining state highway system within the CITIES municipal boundaries and any future expansions of the CITIES municipal boundaries:

- A. Stop signs (R1-1) on CITIES' routes approaching the state highway system;
- B. Yield signs (R1-2) on CITIES' routes approaching the state highway system;
- C. Parking, standing, and stopping signs (R7 and R8 series);
- D. Truck route signing (R14-1 series);
- E. Street name sign (D3-1);
- F. Advance street name signs (D3-2);
- G. Parking area sign (D4-1);
- H. Park and ride sign (D4-2);
- I. Evacuation route sign (EM-1);
- J. Area closed signs (EM-2);
- K. Traffic control point sign (EM-3);
- L. Maintain top safe speed sign (EM-4);
- M. Road (Area) use permit required for thru traffic sign (EM-5);
- N. Emergency aid center signs (EM-6 series);
- O. Shelter directional signs (EM-7 series); and,
- P. Dynamic engine brake signs.

All signs for which the CITIES are responsible will be installed and thereafter maintained by the CITIES in accordance with the most recent version of the federal MUTCD, unless otherwise directed by the STATE.

If the CITIES are deemed to have a population of 2500 or more, the CITIES will also be responsible for installation and maintenance of all Emergency Snow Route (R7-203) signs as deemed necessary on the STATE PROJECT and on the remaining state highway system within the CITIES' municipal boundaries and any future expansions of the CITIES' municipal boundaries. The signs will be installed on steel supports that meet the requirements of National Cooperative Highway Research Program (NCHRP) 350. The locations of the signs must be approved by the STATE prior to installation. The CITIES' will keep an inventory of all signs installed and maintained by the CITIES' pursuant to this Agreement, and the CITIES' will provide a copy of said inventory to the STATE upon request.

The STATE will install and maintain all other signs on the state highway system which are not identified above as a CITIES' responsibility. The parties understand and agree, however, if the CITIES are deemed to have a population of less than 2500, the STATE will be responsible for all sign installation and

maintenance on the state trunk highway system.

**20. STATE REPAIRS – DRIVING SURFACE**

The STATE will be responsible for repair of the driving surface for the STATE PROJECT and the remaining state highway system within the CITIES' municipal boundaries. For sections of roadway with curb and gutter on opposite sides of the roadway, the STATE'S responsibility will extend from back of curb to back of curb. For sections of roadway with curb and gutter on only one side of the roadway, the STATE'S responsibility will extend from the back of any existing curb to the edge of the finished roadway. For sections of roadway with no curb and gutter, the STATE'S responsibility will extend from the edge of the finished roadway to the edge of the finished roadway. Surface repair work to be performed by the STATE will include joint sealing, joint repair, concrete pavement repair, repair of concrete curb and gutter, chip sealing, pothole repair, patching, crack sealing, and shoulder repairs. CITIES will, however, be solely responsible for any work related to or necessitated by the CITIES' installation, repair, or maintenance of utilities.

**21. TEMPORARY TRAFFIC CONTROL**

The CITIES will adhere to Part 6 of the federal MUTCD concerning temporary traffic control when completing maintenance work activities on the state highway system.

**22. INDEMNIFICATION**

The COUNTY and CITIES will indemnify the STATE, its officers, agents, and employees against any and all actions, suits, damages, liability, or other proceedings that arise as a result of the COUNTY'S or CITIES' respective performance under this Agreement. This section does not require the COUNTY or CITIES to be responsible for or defend against claims or damages arising solely from errors or omissions of the STATE, its officers, agents, or employees.

**23. EQUAL EMPLOYMENT OPPORTUNITY**

In connection with the execution of this Agreement, the COUNTY and CITIES will not discriminate against any employee, or applicant for employment, because of race, religions, color, sex, disability, or national origin. Such actions will include but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment, or advertising, layoff or termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship. The COUNTY and CITIES will provide services in compliance with the Americans With Disabilities Act of 1990, and any amendments.

**24. AMENDMENT**

This Agreement may not be amended, except in writing, which writing will be expressly identified as a part of this Agreement and must be signed by an authorized representative of each of the parties.

**25. CERTIFICATION REGARDING LOBBYING**

The COUNTY and CITIES certify, to the best of the COUNTY and CITIES' respective knowledge and belief, that no federal appropriated funds have been paid or will be paid, by or on behalf of the COUNTY or CITIES, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any of the above-mentioned parties, the COUNTY and CITIES will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The COUNTY and CITIES will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients will certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 or each such failure.

**26. EMPLOYEE STATUS**

Any officer, employee, or agent engaged in joint action under this Agreement will remain an employee with his or her agency during participation in joint action under this Agreement. Each agency will retain exclusive responsibility for its officers, agents, and employees while these officers, agents, and employees are engaged in joint action under this Agreement, including but not limited to responsibility for regular and overtime wages and salaries, unemployment benefits, workers' compensation coverage, health insurance, or other benefits, and liability coverage and indemnity, except as otherwise specifically provided in this Agreement.

**27. CERTIFICATION OF NO PROHIBITED STATE LEGISLATOR INTEREST**

The COUNTY and CITIES (i) understands neither a state legislator nor a business in which a state legislator has an ownership interest may be directly or indirectly interested in any contract with the State that was authorized by any law passed during the term for which that legislator was elected, or within one year thereafter, and (ii) has read South Dakota Constitution Article 3, Section 12 and has had the opportunity to seek independent legal advice on the applicability of that provision to this Agreement. By signing this Agreement, the COUNTY and CITIES hereby certifies that this Agreement is not made in violation of the South Dakota Constitution Article 3, Section 12.

**28. SIGNATURE AUTHORITY**

The COUNTY has designated its Highway Superintendent as the COUNTY'S authorized representative and has empowered the Highway Superintendent with the authority to sign this Agreement on behalf of the COUNTY. A copy of the COUNTY'S Commission or Council minutes or resolution authorizing the execution of this Agreement by the Mayor as the COUNTY'S authorized representative is attached to this Agreement as **Exhibit B**.

The CITIES have designated their respective Mayors as the CITYIES' authorized representatives and has empowered its Mayors with the authority to sign this Agreement on behalf of the CITY. A copy of the CITIES' Commission or Council minutes or resolution authorizing the execution of this Agreement by the Mayor as the CITIES' authorized representative is attached to this Agreement as **Exhibit C** for the city of Piedmont and **Exhibit D** for the city of Summerset.

## ORDINANCE 2025-04

### § 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.** Goes into effect with accumulation of four or more inches is on public streets.

**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.

### § 50.02 SNOW REMOVAL DECLARATION.

Whenever there is snow accumulation on the public street of four or more inches, the snow removal declaration shall be in effect.

### § 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 that 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.

### § 50.09 NOTICE; ASSESSMENT.

REPEALED.

§ 50.10 FILING OF ASSESSMENT.

REPEALED.

§ 50.11 CERTIFICATION.

If any of the said assessments are not paid to the city, the Finance Officer shall certify any such delinquent assessments to the County Auditor on or before October 1<sup>st</sup>, and the same proceeding shall be had for the collection of said assessments as are or may hereafter be provided by statute for the collection of special assessments.

Dated this 17th day of July, 2025.

CITY OF SUMMERSET

BY: \_\_\_\_\_  
Michael Kitzmiller, Mayor

ATTEST:

BY: \_\_\_\_\_  
Brielle Schrock, Finance Officer

VOTE:

Kitzmiller: Aye

Osten: Aye

Markham: Aye

Hirsch: Aye

Pulscher: Aye

First Reading: July 3<sup>rd</sup>, 2025

Second Reading: July 17<sup>th</sup>, 2025

Adopted:

Published:

Effective:

Published once at the 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 the city.~~ Goes into effect with accumulation of four or more inches is on public streets.

**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; Ord. 2024-07, passed 4-18-2024)

#### § 50.02 SNOW REMOVAL DECLARATION.

~~Such time the Director of Public Works or his or her designee determines that snow removal from the public streets will commence and declares a snow removal alert.~~

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

Whenever there is snow accumulation on the public street of four or more inches, the snow removal declaration shall be in effect.

#### § 50.03 SNOW ROUTE RESTRICTIONS DESIGNATED.

By resolution of the City Commission, the city may designate certain city streets as emergency and secondary snow routes to ensure said streets can be cleared of snow for the safe and orderly flow of traffic and for the health, safety and welfare of the general public.

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

#### § 50.04 NO PARKING ON SNOW ROUTES.

(A) No person may park or allow to remain parked any vehicle or trailer on any street designated as emergency snow route or secondary snow route during snowfall or prior to the time said street is cleared of snow by the city.

(B) Vehicles or trailers parked on snow routes in violation of this section may be ticketed and/or towed at the owner's expense. Violations of this chapter shall be subject to the fine established by city resolution.

(Ord. 18.2017, passed 2-16-2017) Penalty, see § 10.99

#### § 50.05 DEPOSITING DEBRIS IN PUBLIC RIGHT-OF-WAY.

It is unlawful for any person to shovel or deposit snow or ice, leaves, material, or other substances of any kind and description from private property onto any public street, alley, or public right-of-way. Such conduct or action is declared to be a nuisance.

(Ord. 18.2017, passed 2-16-2017) Penalty, see § 10.99

#### § 50.06 PUBLIC NUISANCE.

Snow and ice permitted to gather and remain upon the sidewalks of the city is dangerous to the safety of its citizens and others using said sidewalks and is hereby declared a public nuisance.

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

#### § 50.07 REMOVAL BY OWNER.

The owner or occupant of any building or any lot, parcel or plot of ground fronting or abutting on any sidewalk in the snow removal as hereinafter described, shall clear said sidewalk of snow or ice to the full width of the sidewalk within 24 hours after the same shall have fallen or formed. The Public Works Department of the city may waive this requirement in the event of an extended snowstorm.

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

#### § 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 that 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)

#### § 50.09 NOTICE; ASSESSMENT.

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

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

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

#### § 50.10 FILING OF ASSESSMENT.

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

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

#### § 50.11 CERTIFICATION.

If any of the said assessments are not paid to the city, the Finance Officer shall certify any such delinquent assessments to the County Auditor on or before October 1st 15, and the

same proceeding shall be had for the collection of said assessments as are or may hereafter be provided by statute for the collection of special assessments.

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

§ 50.12 RECOVERY OF COST OF REMOVING SNOW OR ICE IN LIEU OF ASSESSMENT AGAINST PROPERTY.

In lieu of assessing the cost of removing snow or ice from the sidewalks against the abutting property, the City Commission may authorize the City Attorney to recover such costs in a civil action against the owner or occupant of the property abutting such sidewalks.

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

**9-30-5. Snow removal--Weed removal--Expense paid by special assessment.**

Every municipality shall have power to require the owner of abutting property to remove snow and ice from sidewalks and weeds from parking, and to provide for their removal and for taxing the expense thereof by special assessment against the abutting property.

**Source:** RPolC 1903, § 1229, subdiv 14; SL 1907, ch 95; SL 1913, ch 119, § 53, subdiv 15; RC 1919, § 6169 (46); SDC 1939, § 45.0201 (45).

### 2.16.2 Weapons Prohibited

For the safety of City employees and the public, no person will be permitted to bring or possess ~~firearms, explosives, or other~~ the following weapons on City property, except those individuals authorized to do so in the course of their duties with the City. Examples of prohibited weapons include, but may not be limited to:

1. ~~All types of firearms, including rifles, shotguns, pistols.~~
2. Archery equipment, including arrows, hunting bows, crossbows.
3. Large hunting or weapons-style knives, including “bowie” knives, machetes, stilettos, or switchblades, etc. (This does not prohibit possession of personal, folding pocket or penknives or other bladed tools used in the course of work activities.)
4. All explosive devices or explosive materials used in such devices.
5. Other objects clearly designed or intended to be used as weapons, such as nun chucks, clubs, and brass knuckles.

Duly authorized educational programs, demonstrations, displays, dramatizations, competitions, or other similar public events as approved by the respective department may be exempted.

\*Exclusion to policy: Law Enforcement is excluded from the “weapons carry” clause.

## **TWO-YEAR ROAD WORK AND MAINTENANCE AGREEMENT**

Between Meade County and Summerset, Piedmont and Sturgis

Effective Date: July 1, 2025

Term: July 1, 2025 – December 31, 2027

### **1. Purpose**

This Agreement establishes the terms under which Meade County (“County”) and Summerset, Piedmont and Sturgis (“Municipality”) will coordinate road work responsibilities related to the full transfer of jurisdiction over certain public roads effective July 1, 2025.

### **2. Jurisdictional Transfer**

As of July 1, 2025, full jurisdiction of the roads identified for transfer will be conveyed to the Municipality pursuant to SDCL 31-17-16. From this date forward, the Municipality will assume legal responsibility and authority for the transferred roads.

### **3. Maintenance Responsibilities**

#### **a. 2025 County Responsibilities (July 1, 2025 – December 31, 2025)**

- Meade County will perform all planned maintenance on the transferred roads per the 2025 maintenance schedule.
- Meade County will continue snow removal operations through the 2025–2026 winter season.
- Mowing of roadside ditches will be completed by the County as scheduled for 2025.

#### **b. 2026 County Responsibilities**

- County will continue snow plowing services on through roads within the municipality.
- County will continue mowing roadside ditches on through roads during the 2026 growing season.
- For non-through roads, County may assist with snow removal during the 2025–2026 season upon request from the Municipality, subject to availability of staff in the area.
- Mowing on non-through roads will be completed per County’s 2025 mowing schedule only.
- Additional assistance on non-through roads in 2026 may be provided at the County’s discretion and as staff are available.

#### 4. City Responsibilities (as of July 1, 2025)

- The Municipality assumes responsibility for all major repairs on transferred roads effective July 1, 2025.
- Beginning in 2026, the Municipality shall be solely responsible for routine maintenance, surface treatments, and other ongoing upkeep of all transferred roads.
- Municipality may request to include local road projects with County-planned work for potential cost savings through joint bidding or shared mobilization.

#### 5. Coordination on Through Roads

- County will notify the Municipality at least one year in advance of planned improvements to through roads for budgeting and potential cost-sharing.
- Municipality agrees to coordinate with the County on design and budgeting where shared interest exists.

#### 6. Magnesium Chloride Application

- If dust control is needed on transferred roads, the Municipality may request inclusion in the County's magnesium chloride application bid.
- The Municipality will pay the County the bid rate per linear foot for any application requested.

#### 7. Termination and Modification

This Agreement remains in effect through June 30, 2027 unless modified by mutual written agreement or terminated by either party with 90 days' written notice.

#### 8. Execution

Executed by the duly authorized representatives of each party:

Meade County

By: \_\_\_\_\_

Name:

Title:

Date:

[Municipality Name]

By: \_\_\_\_\_

Name:

Title:

Date:

CITY OF SUMMERSET

RESOLUTION 2025-10

RESOLUTION REGARDING NON-SUFFICIENT FUNDS POLICY AND DELINQUENT  
ACCOUNTS POLICY

**WHEREAS**, The City of Somerset Board of Commissioners is responsible for the health, safety, and welfare of the City and its residents and for managing the finances of the City; and

**WHEREAS**, the City is authorized to establish, maintain and operate garbage and solid waste collection and hauling and recycling services to its residents and to establish, maintain and operate a waste water treatment plant, all as authorized by state law; and

**WHEREAS** the City is authorized to and does charge fees for these services; and

**WHEREAS** the fees are to be billed and are to be paid on a monthly basis; and

**WHEREAS**, the Board recognizes that there are occasions where residents submit payment with non-sufficient funds and also allow their accounts to become delinquent, and the City desires to adopt and implement a consistent policy to be followed by the finance office concerning these resident accounts.

**NOW THEREFORE BE IT RESOLVED**, that the Board of Commissioners approves and adopts the following policy concerning any payments that are made with accounts containing non-sufficient funds:

1. This Non-Sufficient Funds (NSF) Policy outlines how payments will be accepted following the receipt of an NSF payment.
2. For a First Offense- No check, ACH or credit card payments will be accepted until the account balance is paid in full.
3. For a Second Offense within 12 calendar months- No check, ACH or credit card payments will be accepted for a period of six (6) months.
4. For a Third Offense within 12 calendar months- No check, ACH or credit card payments will be accepted for a period of twelve (12) months. Payment arrangements following a third offense will be at the discretion of the Finance Officer.
5. A \$30 returned check fee will be assessed to the account for any NSF payment.
6. The Board authorizes that the Finance Officer may designate certain accounts to be "cash only" at the discretion of the Finance Officer to secure payment. "Cash only" shall mean that the City shall accept only physical currency, and no other method of payment.

**NOW THEREFORE BE IT FURTHER RESOLVED**, that the Board of Commissioners approves and adopts the following policy concerning delinquent accounts:

1. Pursuant to Ordinance 54.05, delinquent accounts are subject to suspension of services until such time the account is paid in full.
2. Accounts will be considered delinquent if not paid in full after 60 days.
3. In order to lift a suspension of services the payment, in full, must be received by the City of Summerset no later than Monday at noon for garbage pick-up to occur that week. If payment is received after noon on Monday, the garbage services will not be resumed until the following week.

Dated this \_\_\_\_\_ day of July, 2025.

ATTEST:

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Finance Officer

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Michael Kitzmiller  
Mayor

## **AI Use Policy**

**Purpose:** This policy establishes guidelines for the responsible and ethical use of Artificial Intelligence (AI) technologies by City of Somerset employees. It ensures AI tools are used to support productivity, innovation, and compliance with legal, ethical, and professional standards. This policy applies to all employees, contractors, and third parties who use AI tools, whether proprietary or third-party, as part of their work with [Company Name].

### **Acceptable AI Use**

Employees may use AI tools for the following purposes:

- Automating routine tasks to increase efficiency.
- Generating drafts, summaries, or ideas to support content creation or communication.
- Assisting in data analysis and business insights.
- Supporting decision-making with appropriate human oversight.
- Enhancing customer service (e.g., chatbots), provided oversight is in place.

### **Prohibited Use**

Employees are strictly prohibited from using AI tools for:

- Generating or disseminating false or misleading information.
- Making autonomous decisions without human review that impact employment, legal status, safety, or financial well-being.
- Creating or promoting discriminatory, biased, or offensive content.
- Circumventing compliance, security, or privacy policies.
- Sharing confidential, proprietary, or personally identifiable information (PII) with AI tools not explicitly approved by City of Somerset.

### **Data Privacy and Confidentiality**

- Do not input sensitive or confidential data into public or unvetted AI platforms.
- Only use AI tools approved by IT or Legal when handling customer data, employee information, or other confidential materials.
- Employees must follow all applicable data protection regulations (e.g., GDPR, HIPAA, CCPA).

### **Human Oversight**

- AI-generated content must be reviewed by a human before use, publication, or distribution.
- Final accountability for decisions and outputs remains with the employee or team.

**Intellectual Property**

- Employees must respect intellectual property laws and ensure that AI-generated content does not infringe on third-party rights.
- Clarify the ownership of AI-assisted work with your supervisor when needed.

**Reporting Misuse**

- Suspected misuse of AI tools or breaches of this policy should be reported immediately to your Department Head or the City Administrator.
- Violations of this policy may result in disciplinary action, up to and including termination.

**Policy Review**

This policy will be reviewed and updated regularly to reflect technological, regulatory, and organizational changes.

## Lisa Schieffer

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**From:** David Schmagel  
**Sent:** Friday, July 11, 2025 11:04 AM  
**To:** Jonathan Ambrose; Lisa Schieffer; Clyde Hirsch  
**Subject:** Notice of Resignation

Good Morning,

I am writing to give notice of my resignation, with my last day being Friday, August 1st. I will be moving to Vermillion to pursue my master's degree.

Thank you for the opportunity and the experience. I truly appreciated working alongside Jon and everyone else.

Sincerely,  
David Schmagel