

**SUMMERSET CITY COMMISSION
REGULAR MEETING/ZOOM
SUMMERSET MUNICIPAL BUILDING
7055 LEISURE LANE
THURSDAY, December 16th, 2021 6:00 P.M.**

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

Mayor Torno led the Pledge of Allegiance.

Mayor Torno gave the invocation.

Motion by Thurman, second by Hirsch, to approve the agenda for the Regular Meeting of the Summerset City Commission for December 16th, 2021. Motion carried.

CONSENT CALENDAR

Motion by Kitzmiller, second by Thurman, to approve the minutes of the Regular Meeting of December 2nd, 2021. Motion carried.

APPROVAL OF CLAIMS

Motion by Hirsch, second by Thurman, to approve the claims and hand checks in the amount of \$109,614.64 from December 2nd, 2021 through December 15th, 2021 as presented or amended. Motion carried.

AAA STATE OF PLAY	Playground Repairs	189.68
BLACK HAWK WATER USERS DISTRIC	Monthly Charges	32.75
CBH CO-OP	Govt Fuel	3,699.14
COYLE, ANDREW	Refund	68.68
DAKOTA PUMP, INC	Pump	500.00
DANR-FISCAL OFFICE	Surface Water Permit	1,500.00
DELTA DENTAL	Employee Dental Insurance	832.40
DEMERSSEMAN JENSEN	Legal Fees	2,632.50
ELECTRICAL ENGINEERING & EQUIP	Generator Services	1,618.41
GEORGE MANDAS	Professional Fees	750.00
GOLDEN WEST TECHNOLOGIES	Security Labor	1,981.00
GREENAPSIS	Professional Fees	320.00
HAWKINS INC.	Defoamer	2,412.00
HDR ENGINEERING, INC	Task Order 2021-03 &01	4,863.75
HERMANSON EGGE ENGINEERING	Building Inspections	605.00
LOCKWOOD, RON	Refund	73.68
MDU	Utilities	1,187.44
MEADE COUNTY REGISTER OF DEED	Burgner Plat	90.00
MID-AMERICAN RESEARCH CHEMICAL	WWTp Supplies	680.75
MIDCONTINENT COMMUNICATIONS	WWTP Phone	198.57

MIDCONTINENT TESTING LABS	Mid Co Testing	140.00
ONSOLVE	Code Red	2,662.50
RAPID CITY JOURNAL	Commission Publications	813.98
SERVALL UNIFORM & LINEN SUPPLY	Monthly Fees	143.10
SIMON CONTRACTORS	Sign Deposit	75.00
HDR ENGINEERING, INC	Task Order 2021-03 &2020-02	9,060.00
CARDMEMBER SERVICES	Credit Card Charges November	12,780.97
PENNINGTON CO. TITLE	Purchase Agreement	58,746.09
SD DEPARTMENT OF REVENUE	Sales Tax November	957.25

FINANCE REPORT – Candace Sealey

SECOND READING FOR SUPPLEMENTAL BUDGET ORDINANCE 2021.08

Motion by Hirsch, second by Kitzmiller to vote on approval of Second Reading of Ordinance 2021.08. Motion carried.

Motion by Thurman, second by Hirsch to vote on adoption of Ordinance 2021.08. A roll call vote was taken. All ayes. Motion carried.

SET FIRST READING FOR SUPPLEMENTAL BUDGET ORDINANCE 2021.09

Motion by Kitzmiller, second by Thurman to set first reading for January 6, 2022. Motion carried.

HDR TASK ORDER 2022-01 GENERAL ENGINEERING SERVICES

Motion by Kitzmiller, second by Thurman, to approve signing Task Order 2022-01. Motion carried

SET FIRST READING OF TSO 2022-01

Motion by Hirsch, second by Kitzmiller to set First Reading for January 6th, 2022. Motion carried.

SET FIRST READING OF TSO 2022-02

Motion by Kitzmiller, second by Hirsch to set First Reading for January 6th, 2022. Motion carried.

PRELIMINARY PLAT – JUSTIN RUDLAND

Motion by Thurman, second by Kitzmiller, to approve the preliminary plat on recommendation of the Planning & Zoning Board, contingent on HDR’s review comments being completed before Final Plat Review. Motion carried.

MINOR PLAT – BRIAN & MEGAN BURGNER

Motion by Hirsch, second by Kitzmiller to approve the minor plat on recommendation of the Planning and Zoning Board. Motion carried.

SAFETY BENEFITS REVIEW

Motion by Kitzmiller, second by Hirsch, to approve the policies as presented. Motion carried.

DRAFT COVID POLICY

Motion by Kitzmiller, second by Thurman to open discussion.

Motion by Kitzmiller, second by Hirsch to approve the Covid Policy with amendments. Motion carried.

CITY ADMINISTRATOR REPORT – Lisa Schieffer

UPCOMING EVENTS:

City offices will be closed Friday, December 24th for Christmas and Friday, December 31st for New Years.

CITIZENS INPUT – None

ITEMS FROM CITY ATTORNEY

Motion by Hirsch, second by Kitzmiller, to enter into Executive Session at 6:40 p.m. per SDCL 1-25-2 for discussing legal, economic development, negotiations, and personnel issues. Motion carried.

Motion by Thurman, second by Hirsch, to come out of executive session at 7:40 p.m. Motion carried.

ADJOURNMENT

Motion by Kitzmiller, second by Hirsch, to adjourn at 7:40 p.m. Motion carried.

(SEAL)

ATTEST:

Candace Sealey
Finance Officer

Melanie Torno
Mayor

Published once _____, 2021 at a cost of \$ _____.

Check Register Report

Date: 01/04/2022

Time: 1:53 pm

Page: 1

City of Summerset

BANK: BANKWEST

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
BANKWEST Checks								
25167	12/21/2021	Printed			1321	PENNINGTON CO. TITLE	Purchase Agreement-Alta Policy	416.00
25168	01/04/2022	Printed			1098	A&B BUSINESS SOLUTIONS	Monthly Contract	373.63
25169	01/04/2022	Printed			0962	ALLEN, DON	Phone Stipend	450.00
25170	01/04/2022	Printed			1111	AMBROSE, JONATHAN	Phone Stipend	550.00
25171	01/04/2022	Printed			1363	AXON ENTERPRISE, INC	LE Professional Fees	4,450.50
25172	01/04/2022	Printed			0808	BLACK HILLS ENERGY	Utilities	6,741.28
25173	01/04/2022	Printed			1424	BROWN'S SMALL ENGINE REPAIR	Mowers	24,895.00
25174	01/04/2022	Printed			0095	Butler, Dave	Phone Stipend	50.00
25175	01/04/2022	Printed			1268	CANDACE SEALEY	Phone Stipend	50.00
25176	01/04/2022	Printed			0036	CITY OF RAPID CITY	Mixed Solid Waste Disposal	4,349.91
25177	01/04/2022	Printed			1783	CMS SERVICES	PW Building	2,922.28
25178	01/04/2022	Printed			1093	DAKOTA PUMP, INC	Scada License	3,104.75
25179	01/04/2022	Printed			0468	DELTA DENTAL	Employee Dental	862.20
25180	01/04/2022	Printed			1722	DUCHENEAUX, HALAYNA	Phone Stipend	450.00
25181	01/04/2022	Printed			0246	GOLDEN WEST TECHNOLOGIES	Managed Services	479.49
25182	01/04/2022	Printed			1369	GREENAPSIS	Professional Janitorial	320.00
25183	01/04/2022	Printed			0698	HAWKINS INC.	Defoamer	2,412.00
25184	01/04/2022	Printed			0041	HEALTH POOL OF SD	Employee Medical	14,673.22
25185	01/04/2022	Printed			1287	HILLS SEPTIC SERVICE	Clean SS Lift Station	225.00
25186	01/04/2022	Printed			1513	HIRSCH, CLYDE	Phone Stipend	50.00
25187	01/04/2022	Printed			1769	HUNT, DREW	Phone Stipend	550.00
25188	01/04/2022	Printed			1694	IBM	MaaS360 Essential Suite	864.00
25189	01/04/2022	Printed			1791	JAN BUSSE FORD	Trailer PW	3,669.00
25190	01/04/2022	Printed			1370	JOHNSON TREE COMPANY	Trees	5,000.00
25191	01/04/2022	Printed			1566	JUSO, COLTON	Phone Stipend	450.00
25192	01/04/2022	Printed			1468	KENNY'S BODY SHOP	Repairs	634.15
25193	01/04/2022	Printed			1103	KITZMILLER, MICHAEL	Phone Stipend	50.00
25194	01/04/2022	Printed			0324	Kayl, Anthony	Phone Stipend	550.00
25195	01/04/2022	Printed			1656	LEGENDARY ELECTRIC	Light Exit Signs City Hall	867.35
25196	01/04/2022	Printed			1787	MACRANDER, MATTHEW	Phone Stipend	450.00
25197	01/04/2022	Printed			1101	MEADE COUNTY AUDITOR	Dispatch Fees November	1,919.83
25198	01/04/2022	Printed			0664	MEADE COUNTY REG OF DEEDS	Recording Fee	90.00
25199	01/04/2022	Printed			0664	MEADE COUNTY REG OF DEEDS	Recording Fees	30.00
25200	01/04/2022	Printed			1698	MONTILEAUX, CASEY	Phone Stipend	450.00
25201	01/04/2022	Printed			1730	NASSER, RICH	Phone Stipend	450.00
25202	01/04/2022	Printed			1788	O'GRADY, BRENDA	Phone Stipend	50.00
25203	01/04/2022	Printed			1770	OPSTEDAHL, TAYLER	Phone Stipend	550.00
25204	01/04/2022	Printed			1408	PALMER, BRANDY	Phone Stipend	450.00
25205	01/04/2022	Printed			1165	POWLES & SONS	Refund Surety	30,000.00
25206	01/04/2022	Printed			1580	RAPID CITY FIRE DEPARTMENT	Ambulance Service Contract	30,684.84
25207	01/04/2022	Printed			0008	RAPID CITY JOURNAL	Publications	569.48
25208	01/04/2022	Printed			1790	RUDLAND, JUSTIN	Sign Refund	75.00
25209	01/04/2022	Printed			1732	SCHIEFFER, LISA	Phone Stipend	50.00
25210	01/04/2022	Printed			1746	SCHROCK, BRIELLE	Phone Stipend	50.00
25211	01/04/2022	Printed			0018	SD ONE CALL	November Notifications	23.10
25212	01/04/2022	Printed			1318	SDML	Legislative Rib Dinner	60.00
25213	01/04/2022	Printed			1022	SDRS-SUPPLEMENTAL	Supplemental Retirement Contri	550.00
25214	01/04/2022	Printed			1328	SERVALL UNIFORM & LINEN SUPPLY	Monthly Fees	143.10
25215	01/04/2022	Printed			0983	TANNER FENENGA	Phone Stipend	550.00
25216	01/04/2022	Printed			1747	THURMAN, KATHLENE	Phone Stipend	50.00
25217	01/04/2022	Printed			1729	TORNO, MELANIE	Phone Stipend	50.00
25218	01/04/2022	Printed			1792	TRANSOURCE	Lease	7,700.00
25219	01/04/2022	Printed			1024	USA BLUEBOOK	WWTP Supplies	281.19
25220	01/04/2022	Printed			1189	VAST BROADBAND	fax/phone/internet	1,048.49

Check Register Report

Date: 01/04/2022

Time: 1:53 pm

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City of Summerset

BANK: BANKWEST

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
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BANKWEST Checks

25221	01/04/2022	Printed			0203	Verizon Wireless	LE Voice & Mobile	190.08
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Total Checks: 55

Checks Total (excluding void checks): 156,974.87

Total Payments: 55

Bank Total (excluding void checks): 156,974.87

Check Register Report

Date: 01/04/2022

Time: 1:53 pm

Page: 3

City of Summerset

BANK: BANKWEST EFT

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
BANKWEST EFT Checks								
66	12/28/2021	Printed			0011	SDRS	December Retirement	8,151.64
67	12/28/2021	Printed			0128	UNITED STATES TREASURY	Payroll Taxes December	13,476.45
Total Checks: 2							Checks Total (excluding void checks):	21,628.09
Total Payments: 2							Bank Total (excluding void checks):	21,628.09
Total Payments: 57							Grand Total (excluding void checks):	178,602.96

ACCOUNT HISTORY REPORT

Date: 01/04/2022

Time: 12:10pm

Page: 1

City of Summerset

Utility Adjustments

 Trans Date Transaction Type Mult Usage Prev Read RESIDENTIA STAGE BARN Maint Fee TAX Other
 Entry Date Note Meter No. Curr Read COMMERCIAL Penalty GARBAGE Maintenanc Total
 Record No. P H Storm Wate XTRA TRASH New Bal

 Acct No: HOTEL Cust Name: SUMMERSET HOTEL LLC Cycle: 1 Seq #: 0000000000
 Loc ID: STAG-007900-0000-01 Svc Addr: 7900 STAGE STOP ROAD Section: USA Class: RESIDENTIAL

12/28/2021	A	Adjustment	0.0000	0	0.00	0.00	0.00	0.00	0.00
12/28/2021	Morton/Angels	Adjustmen	Dec	0	0.00	0.00	0.00	0.00	0.00
201281					0.00	0.00	0.00	0.00	517.02
12/28/2021	A	Adjustment	0.0000	0	0.00	0.00	0.00	0.00	0.00
12/28/2021	Morton/Angels	Adjustmen	Dec	0	-104.51	0.00	0.00	0.00	-104.51
201282					0.00	0.00	0.00	0.00	412.51

 ACCOUNT TOTALS:
 0.00 0.00 0.00 0.00 0.00
 -104.51 0.00 0.00 0.00 -104.51
 0.00 0.00 0.00

 GRAND TOTALS:
 0.00 0.00 0.00 0.00 0.00 0.00
 -104.51 0.00 0.00 0.00 0.00 -104.51
 0.00 0.00 0.00 0.00 0.00

2022 MUNICIPAL ELECTION CALENDAR

The dates to the right are the only date options for annual municipal elections. **There are no other date options.** The school may request to combine with you on any of these dates. Both jurisdictions have to agree to combine.

	APRIL 12	JUNE 7	JUNE 21
	Second Tuesday in April (a school may combine with you on this date)	First Tuesday after the first Monday in June (may combine with School)	Must combine with the school on the third Tuesday in June
Deadline for the governing board to establish the election date if they choose a different date than the 2nd Tuesday in April. (<u>9-13-1</u> & <u>9-13-1.1</u> & <u>9-13-1.2</u> & <u>13-7-10</u>)	No later than January 14	No later than January 14	No later than January 14
Publish notice of vacancies and time and place for filing petitions each week for two consecutive weeks. (<u>9-13-6</u> , <u>9-13-40</u> & <u>05:02:04:06</u> & <u>13-7-5</u>) (NOTE: confirm that all notices have been received <u>and</u> published by the paper: ask for a confirmation email)	Between the dates of January 15 th & 30 th	Between the dates of Feb. 15 th & March 1 st	Between the dates of March 15 th & 30 th
Earliest date for candidate to sign the declaration of candidacy, to begin petition circulation and earliest date to file nominating petition. (<u>9-13-9</u> , <u>9-13-40</u> , <u>9-13-37</u> , <u>13-7-6</u> ; <u>05:02:08:13</u> and <u>05:02:08:11</u>)	January 28 th	March 1 st	April 7 th
Deadline for filing nominating petition. If this is a Friday , please plan accordingly to be available to accept petitions. Registered mail is acceptable if postmarked by the deadline date and time. (<u>9-13-7</u> , <u>9-13-40</u> , <u>9-13-37</u> , <u>13-7-6</u>)	(FRIDAY) Feb. 25 th 5:00 pm	(TUESDAY) March 29 th 5:00 pm	(FRIDAY) May 13 th 5:00 pm
Deadline for submission of written request to withdraw candidate's name from nomination. If you will not have an election, you DO NOT have to publish anything further or notify our office. (<u>9-13-7.1</u> , <u>13-7-7</u> & <u>05:02:07:05</u>) Remember to issue certificates of election. See page 2 for more info.	Feb. 25 th 5:00 pm	March 29 th 5:00 pm	May 13 th 5:00 pm
Deadline for Candidates, in first class municipalities only , to file the <u>Candidate Financial Interest Statement</u> with the person in charge of the election. (<u>12-25-30</u>) A sample form can be found at sdsos.gov .	Within 15 days of filing nominating petition	Within 15 days of filing nominating petition	Within 15 days of filing nominating petition
Have you ordered your election kit? McLeod's Printing in Mitchell (605-996-5151) is the only company in SD that sells election kits. Check to see if you need to order absentee ballot combined envelopes. Absentee materials may not be included in the election kit. (<u>05:02:10:01:03</u>)	Order so you receive before absentee voting begins	Order so you receive before absentee voting begins	Order so you receive before absentee voting begins
Once you know you have an election, you must draw for candidate order on the ballot. Each candidate or candidate representative may be present. (<u>9-13-21</u>)	Draw after petition filing deadline	Draw after petition filing deadline	Draw after petition filing deadline
Have your governing board appoint your Election Board. (<u>9-13-16.1</u> & <u>05:02:05:11.01</u>). You may use high school seniors (<i>must be 18 years old</i>). (<u>13-27-6.1</u>) Compensation for the election board. (<u>9-13-16.1</u>) The county auditor may have election worker names.	Anytime	Anytime	Anytime
First publication of voter registration notice. Must be published for two consecutive weeks. (<u>12-4-5.2</u> & <u>05:02:04:04</u>)	Between the dates of March 7 th & 11 th	Between the dates of May 2 nd & May 6 th	Between the dates of May 16 ^h & May 20 th
Second publication of voter registration notice. The last publication to be not less than ten nor more than fifteen days before the deadline for registration. (<u>12-4-5.2</u> & <u>05:02:04:04</u>)	Between the dates of March 14 th & 18 th	Between the dates of May 9 th & 13 th	Between the dates of May 23 rd & May 27 th
Deadline for voter registration. (<u>12-4-5</u>)	March 28 th by 5:00 pm	May 23 rd by 5:00 pm	June 6 th by 5:00 pm

Absentee ballots must be made available no later than 15 days prior to the election (9-13-21). Sample ballots must be printed on yellow paper and we encourage you to put the word SAMPLE on the sample ballot. The paper ballot form can be found at 05:02:06:12 .	March 28 th	May 23 rd	June 6 th
Publish notice of election that needs to be published each week for two consecutive weeks. First publication must be at least 10 days before the election. (9-13-13 & 05:02:04:08) (Note: May 30 th is Memorial Day)	Weeks of March 28 th & April 4 th	Weeks of May 23 rd & May 30 th	Weeks of June 6 th & June 13 th
Publish facsimile ballot in the calendar week before the election. The calendar week falls from the Monday to the Saturday of the week prior to the Tuesday of Election Day. (9-13-13 & 12-16-16.2 talks about the size for publication)	Week of April 4 th	Week of May 30 th	Week of June 13 th
If using optical scan ballots: Not more than ten days prior to an election, the person in charge of the election shall conduct a test of the automatic tabulating equipment. <u>Notice of the test, must be published at least 48 hours prior to the test.</u> (12-17B-5 & 05:02:09:01.01)	Conduct test anytime between April 2 nd - 11 th	Conduct test anytime between May 28 th -June 6 th	Conduct test anytime between June 11 th – 20 th
Deadline for a voter to absentee vote in-person .	April 11 th by 5:00 pm	June 6 th by 5:00 pm	June 20 th by 5:00 pm
A voter, who is confined due to sickness or disability, may request an absentee ballot via authorized messenger until 3:00 pm the day of the election. The ballot must be returned to you in time for your or your staff to get it to the proper polling location by 7:00 pm (local time).	APRIL 12 until 3:00 pm	JUNE 7 until 3:00 pm	JUNE 21 until 3:00 pm
ELECTION DAY. Polls open 7:00 am to 7:00 pm. (9-13-1, 13-7-10) The person in charge of the election MUST BE AVAILABLE from 7:00 am until the ballots have been counted and all election materials and supplies have been returned to person in charge of the election.	APRIL 12	JUNE 7	JUNE 21
Deadline for official canvass. (9-13-24)	April 19 th	June 14 th	June 28 th
Issue certificates of election. (9-13-5 & 9-13-28 ; 05:02:15:08 & 05:02:15:09) (<i>Appointed candidates do not receive a certificate.</i>)	Within 2 days after canvass	Within 2 days after canvass	Within 2 days after canvass
In a first class municipality, an official must file an Elected Official Financial Interest Statement (3-1A-4). The financial interest statement is filed with the person in charge of the election and a sample form can be found at sdsos.gov .	Within 15 days of taking oath of office	Within 15 days of taking oath of office	Within 15 days of taking oath of office

Oaths of Office: There is nothing in Administrative Rule that outlines the form/wording of an oath of office. Please work with your (city or school, depending on which calendar) attorney to write the oath. Also, there is nothing that clearly guides you as to when your officials must take the oath. Work with your attorney regarding this. Reference [SDCL 9-14-5](#) for qualifying for office.

Note: If the municipal election is combined with a school election on a date other than the 2nd Tuesday in April, all dates follow [SDCL 13-7](#) (except when combined with the county for a primary election). Additional information on combining elections may be found at: <https://sdsos.gov/elections-voting/assets/CityandSchoolcombinedelectionQ&A.pdf>

Ballot color for combined elections: If combining, one ballot must be white, and the other jurisdiction will use a contrasting color (**do not use yellow** as that is the color for sample ballots). [05:02:06:18](#)

Notify County Auditor: Contact your county auditor when you know you will have an election and ask if he/she can be available from 7:00 am to 7:00 pm on that date to answer questions regarding voter registration. ([SDCL 7-7-2](#))

Missed Election Notices: We do encourage any jurisdiction that misses a publication to try to get it published and post the notice around their jurisdiction. The notice would still be considered late and the election could still be challenged. Make sure to contact your city attorney if you miss a notice.

Petitions: To check the registration status of the candidate and petition signers (**NEW: Finance Officers are required by law to do this for candidate petitions**), per [05:02:08:00](#), go to: <http://cityandschoollookup.sdsos.gov/Login.aspx>. If you forgot your username and password, or never had one, contact the Secretary of State's Election Team and we will provide one to you. Elections@state.sd.us

First Class Municipalities: Aberdeen, Belle Fourche, Box Elder, Brandon, Brookings, Harrisburg, Huron, Madison, Mitchell, Pierre, Rapid City, Sioux Falls, Spearfish, Sturgis, Vermillion, Watertown and Yankton.

Home Rule Municipalities: Aberdeen, Beresford, Brookings, Elk Point, Faith, Ft. Pierre, Pierre, Sioux Falls, Springfield and Watertown.

Contact a member of the Secretary of State's Election Team with any questions at Elections@state.sd.us or 605-773-3537.

Additional **election information** can be found at: <https://sdsos.gov>. Click on **Elections & Voting** then the **City/School Resources** button.

**NOTICE OF VACANCY
MUNICIPALITY OF SUMMERSET**

The following offices will become vacant due to the expiration of the present term or due to the resignation of office of the elective officer:

Two (2) City Commission at Large, three (3) year term

Circulation of nominating petitions may begin on January 28, 2022 and petitions may be filed in the office of the finance officer located at 7055 Leisure Lane, Summerset SD between the hours of 8:00 a.m. and 5:00 p.m., mountain time not later than the 25th day of February, 2022, or mailed by registered mail not later than the 25th day of February, 2022, at 5:00 p.m. mountain time.

Candace Sealey, Finance Officer

Published twice at the approximate cost of \$_____.

CITY OF SUMMERSET

RESOLUTION 2022-01

A RESOLUTION SETTING THE SALARY AND WAGES FOR THE CITY OF SUMMERSET FOR 2022

BE IT RESOLVED by the Council of Commissioners of the City of Summerset, that the salaries and wages of City Officials and Employees for the year 2022 shall be as follows:

Allen, Don/Police Chief/ \$64,335.51 /Annual Salary
Ambrose, Jonathan/WWTP Supervisor/ \$66,170.17/Annual Salary
Boddicker, Mark/Part-Time Police Officer/\$16.50 Per Hour
Butler, David/City Commissioner/\$7,000.00 Annual Salary
Ducheneaux, Halayna/Patrolman/ \$20.82 Per Hour
Fenenga, Tanner/Public Works Manager/\$26.81 Per Hour
Geigle Adam/ Part-Time Police Officer/\$17.00 Per Hour
Hirsch, Clyde/City Commissioner/\$7,000.00 Annual Salary
Hirsch, Dustin/Planning & Zoning Member/\$75.00 Per Meeting
Hough, John/Planning & Zoning Board Member/\$75.00 per Meeting
Hunt, Drew/Public Works Laborer/\$19.50 Per Hour
Johnson, Scott/Part-Time Police Officer/\$17.00 Per Hour
Juso, Colton/Patrolman/\$22.08 Per Hour
Kayl, Anthony/ Public Works Laborer/\$21.91 Per Hour
Kenrick, Casey/Planning & Zoning Member/\$75.00 Per Meeting
Kitzmilller, Michael/City Commissioner/\$7,000.00 Annual Salary
Macrander, Matthew/Patrolman/\$20.00 Per Hour
Martin, Mike/Planning & Zoning Board Member/\$75.00 per Meeting
Montileaux, Casey/Patrolman/\$20.82 Per Hour
Nasser, Rich/Sergeant/\$27.41 Per Hour
Oldfield, Brody/Planning & Zoning Board Member/\$75.00 per Meeting
Opstedahl, Taylor/Wastewater Laborer/\$18.00 Per Hour
Palmer, Brandy/Patrolman/\$23.96 Per Hour
Schieffer, Lisa/City Administrator/\$68,675.00/Annual Salary
Schrock, Brielle/Assistant Finance Officer/ \$16.00 Per Hour
Sealey, Candace/Municipal Finance Officer/\$54,382.75 Annual Salary
Thurman, Kathlene/City Commissioner/\$7,000.00 Annual Salary
Torno, Melanie/Mayor/\$13,000.00 Annual Salary
Torres, Branden/Part-Time Police Officer/\$16.50 Per Hour
Twite, Jeffery/ Part-Time Police Officer/\$16.50 Per Hour
VanDewater, Jarrod/Part-Time Police Officer/\$16.50 Per Hour
Walker, John/ Part-Time Police Officer/\$17.00 Per Hour
Wiest, Tracy/ Part-Time Police Officer/\$16.50 Per Hour

NOW THEREFORE, BE IT RESOLVED that the foregoing salaries and wages shall take effect on December 26th, 2021.

BE IT RESOLVED this 6th day of January 2022.

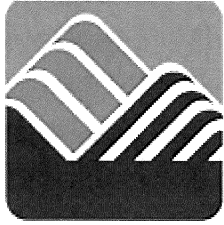
ATTEST:

Candace Sealey,
Finance Officer

Melanie Torno,
Mayor

Rapid City Journal

Daily Newspaper



The Rapid City Journal is the daily newspaper of Rapid City, South Dakota. It is the second-largest newspaper in South Dakota and covers Mount Rushmore, the Black Hills, the Sturgis Motorcycle Rally, and the Pine Ridge Indian Reservation.



[Wikipedia](#)



[Facebook](#)



[LinkedIn](#)



[Official site](#)



[Instagram](#)

Founded: Jan 05, 1878

Headquarters: Rapid City, SD

Owner: Lee Enterprises

Editor: Kent Bush

Notice of Hearing Upon Applications for Sale of Alcoholic Beverages

Notice is hereby given that the City of Summerset Board of Commissioners at Summerset City Hall located at 7055 Leisure Lane, Summerset, SD, on January 6, 2022 at 6:00 p.m. will consider the transfer of a Package Off Sale Liquor license application for the 2022 licensing year. Said applicant is as follows:

TFH Inc. (Haggar's Grocery) - Package Off-Sale Liquor #PL-4993
8031 Stageshop Road, Summerset, SD 57718, at Lot 2R2 of Tract 1R Siouxland Estates, City of Summerset, located in Section 25, Township 3 North, Range 6 East of the Black Hills Meridian, Meade County SD to Eaglecav, LLC.

Notice is further given that any person, persons, or their attorney may appear at said scheduled public hearing and present objections to any or all applicants, if any objections there be.

Dated at Summerset, SD, this 20th day of December 2021.

City of Summerset

Published once 12/22/2021 at the total approximate cost of \$19.99.

Date Received: 12/3/21
 Date Issued: _____

Uniform Alcoholic Beverage License Application

License No. _____

A. OWNER'S NAME AND ADDRESS

Name <u>EagleCav, LLC</u>		Phone Number <u>605-382-8948</u>	
Address <u>3435 West Main</u>	City <u>Rapid City</u>	State <u>SD</u>	Zip <u>57102</u>

B. BUSINESS NAME AND ADDRESS

Name <u>Haggans Grocery</u>		Phone Number <u>605-189-6545</u>	
Address <u>8031 Stage Step Road</u>	City <u>Summerset</u>	State <u>SD</u>	Zip <u>57118</u>

C. INDICATE CLASS OF LICENSE BEING APPLIED FOR
 (Submit separate application for each class of license).

- | | |
|---|--|
| <input type="checkbox"/> Retail (on-sale) Liquor | <input type="checkbox"/> Retail (on-off sale) Malt Beverage & SD Farm Wine |
| <input type="checkbox"/> Retail (on-sale) Liquor - Restaurant | <input type="checkbox"/> Package Delivery |
| <input type="checkbox"/> Convention Center (on-sale) Liquor | <input type="checkbox"/> Hunting Preserve |
| <input checked="" type="checkbox"/> Package (off-sale) Liquor | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Retail (on-off sale) Wine and Cider | |

Place of business is located in a municipality?	<input checked="" type="checkbox"/> YES [] NO
County	<u>Meade</u>
Do you own or lease this property?	[] OWN <input checked="" type="checkbox"/> LEASE
Are real property taxes paid to date?	<input checked="" type="checkbox"/> YES [] NO

Is this license in active use?	<input checked="" type="checkbox"/> YES [] NO
Do you or any officers, directors, partners, or stockholders hold any other alcohol retail, manufacturing, or wholesaler licenses? (If yes, please list on additional sheet)	<input checked="" type="checkbox"/> YES [] NO


D. LEGAL DESCRIPTION OF LICENSED PREMISE:

Legal Description	<u>Lot 2R2 of Tract 1 R SIOUX LAND ESTATES, City of Summerset, Located in Section 25, Township 3 North, Range 6 East of the 6th M, Meade County, South Dakota</u>
Have you ever been convicted of a felony?	[] YES <input checked="" type="checkbox"/> NO

E. State Sales Tax Number Applied For

F. [] New License Transfer? (\$150) [] Re-issuance

G. CERTIFICATE: The undersigned applicant certifies under the penalties of perjury that all statements provided herein are correct; that the said applicant complies with all of the statutory requirements for the class of license being applied in SDCL 35-2-2.1, and agrees this application shall constitute a contract between applicant and the State of South Dakota entitling the same or any peace officers to inspect the premises, books and records at any time for the purpose of enforcing the provisions of Title 35 SDCL, as amended.

Date <u>12-3-21</u>	Print Name <u>DANIEL P. FEIST</u>	Signature 
------------------------	--------------------------------------	---

H. APPROVAL OF LOCAL GOVERNING BODY Notice of hearing was published on _____ . Public hearing on the application was held _____, not less than SEVEN (7) days after official publication. The governing body by majority vote recommends the approval and granting of this license and certifies that requirements as to location and suitability of premises and applicant have been reviewed and conform to the requirements of local and South Dakota law.

Renewal—no public hearing held : []
 Establishment is ineligible for video lottery : []

Amount of fee collected with application: \$ _____
 Amount of fee retained: \$ _____
 Forwarded with application: \$ _____

FOR LOCAL GOVERNMENT USE

(Seal) Mayor or Chairman	Date

If disapproved, endorse reason thereon and return to applicant

TRANSFERRED (STATE USE)

From	Date
Sales Tax Approval	Date
STATE LIQUOR AUTHORITY: [] APPROVAL [] REVIEW	

Uniform Alcoholic Beverage License Application
(For corporate/partnership/LP/LLC applicants)

Name of corporation/partnership/LP/LLC <i>EagleCav, LLC</i>		
Address of office and principal place of business of corporation/partnership/LP/LLC <i>3435 West Main</i>		
City <i>Rapid City</i>	State <i>SD</i>	Zip Code <i>57702</i>
Are all managing officers of this corporation/partnership/LP/LLC of good moral character having never been convicted of a felony?		<input checked="" type="checkbox"/> YES [] NO

Name, title of office, occupation and address of each of the officers/owners of the corporation, partnership, LP or LLC:

Name	Office	Address	Occupation
<i>Donald Feist</i>	<i>Managing Member</i>	<i>4246 Twin Peak Lane Rapid City, SD 57702</i>	<i>Business Owner</i>
<i>Lauren Dondia</i>	<i>Member</i>	<i>1605 S. Eads St. Apt. 7203 Arlington, VA 22202</i>	<i>Media Relations</i>
<i>Lincoln Feist</i>	<i>Member</i>	<i>2928 Harvard Avenue Rapid City, SD 57702</i>	<i>Admin. Assistant</i>
<i>Madison Feist Benjamin Feist Wilson Feist</i>	<i>Members</i>	<i>4246 Twin Peak Lane Rapid City, SD 57702</i>	<i>Students</i>

Name of any officers, directors, partners or stockholders of applicant having a financial interest or capital stock in any other alcoholic beverage license:

Name	Type of License	License #	Financial Interest Held	Address of Business Location
<i>See attached</i>				

Where and with whom are all company records kept, such as charter, by-laws, minutes, accounts, notes payable, and notes and accounts receivable, etc?

<i>Corporate Office</i>

With signature the applicant agrees to the following:

That the applicant company will comply with all provisions of ARSD chapter No. 64:75:02 of the Department of Revenue, relating to the transfer of stock and prior approval of the transfer of such stock by the Secretary of Revenue and violation of any of the provisions of said regulation or failure to comply therewith, whether by the undersigned corporation, partnership/LP/LLC or by any stockholder thereof, or by anyone interested in said company, shall constitute cause for revocation or suspension of any license issued pursuant to and in reliance on this application, or for refusal to renew such license upon expiration thereof.

We the undersigned officers and directors of the applicant company acknowledge that the within supplement application form is true and correct in every respect and that there exists no financial arrangement concerning this or any other alcoholic beverage license that that expressly set forth above. If company stock is to be transferred we ask for approval of such voluntary stock transfer.

Signature of Authorized Officer/Director/Partner <i>Donald Feist</i>	Date <i>12-3-21</i>
---	------------------------

UNIFORM ALCOHOLIC BEVERAGE LICENSE APPLICATION – Attachment 2

Name of any officers, directors, partners or stockholders having a financial interest or capital stock in any other retail, liquor outlet:

Package Off Sale Malt Beverage:

Lynn's, Inc. dba Lynn's Dakotamart
Lynn's, Inc. dba Lynn's Dakotamart
Lynn's, Inc. dba Lynn's Dakotamart

James Feist, Donald Feist, Tamela Sletten

Location:

Ft Thompson, SD
Faith, SD
Sturgis, SD

Package Off Sale Malt Beverage:

Dakotamart, Inc. dba Lynn's Dakotamart
Dakotamart, Inc. dba Lynn's Dakotamart
Dakotamart, Inc. dba Dakotamart Gas
Dakotamart, Inc. dba Dakotamart Gas
Dakotamart, Inc. dba Lynn's Dakotamart

Belle Fourche, SD
Martin, SD
Hot Springs, SD
Pierre, SD
Fort Pierre, SD

Off Sale Liquor:

Dakotamart, Inc. dba Lynn's Dakotamart
Dakotamart, Inc. dba Lynn's Dakotamart
Dakotamart, Inc. dba Dakotamart Gas
Dakotamart, Inc. dba Lynn's Dakotamart
BDL Enterprises, Inc. dba Lynn's Dakotamart
BDL Enterprises, Inc. dba Dakotamart Gas
DTJ, LLC

James Feist, Donald Feist

Pierre, SD
Custer, SD
Custer, SD
Hot Springs, SD
Lead, SD
Lead, SD
Rapid City, SD

Retail (on—off sale) Malt Beverage:

Sturgis Events, LLC

Donald Feist

Sturgis, SD

Retail (on-off sale) Wine:

Lynn's, Inc. dba Lynn's Dakotamart
Lynn's, Inc. dba Lynn's Dakotamart

James Feist, Donald Feist, Tamela Sletten

Sturgis, SD
Faith, SD

Retail (on-off sale) Wine:

Dakotamart, Inc. dba Lynn's Dakotamart
Dakotamart, Inc. dba Lynn's Dakotamart

James Feist, Donald Feist

Belle Fourche, SD
Fort Pierre, SD

CITY OF SUMMERSET
ORDINANCE NO. 2021.09
SUPPLEMENTAL APPROPRIATION ORDINANCE

Be it ordained by the City of Summerset that the following sums are supplementally appropriated to meet obligations of the municipality.

<u>EXPENDITURES</u>	General Fund Fund 101
4210 <u>Law Enforcement</u>	
	\$75,000
Total Law Enforcement	<u>\$ 75,000.00</u>
<i>*Refer to commission minutes from October 21, 2021.</i>	
4900 <u>Miscellaneous</u>	
Return Powles Surety 2021	\$ 71,000.00
Total Miscellaneous	<u>\$ 71,000.00</u>
4192 <u>General Government Buildings</u>	
* Purchase of City property in Dec.	\$ 61,000.00
	<u>\$ 61,000.00</u>
4140 <u>Finance</u>	
	\$30,000
Total Finance	<u>\$ 30,000.00</u>
<u>Total Appropriations</u>	<u><u> </u></u>

SECTION TWO

The following designates the fund or funds to which the money derived from the following source is applied.

<u>REVENUE</u>	General Fund Fund 101
<u>SOURCE OF FUNDING</u>	
Unassigned Fund Balance	<u>\$237,000</u>
<u>TOTAL MEANS OF FINANCE</u>	<u>\$ 237,000.00</u>

ENTERPRISE FUNDS

<u>EXPENDITURES</u>	Sewer Fund
SRF Payments	<u>\$ 58,000</u>
<u>SOURCE OF FUNDING</u>	
Unassigned Fund Balance	<u>\$ 58,000</u>

Dated this 6th day of January, 2022.

ATTEST:

Candace Sealey, Finance Officer

Melanie Torno, Mayor

Vote: Kitzmiller:
Thurman:
Torno:
Butler:
Hirsch:

First Reading: January 6th, 2022
Second Reading: January 20th, 2022
Publication:

Published once at the approximate cost of \$ xxxx.

NOTICE FOR PUBLICATION

Ordinance TSO 2022-01

CITY OF SUMMERSET ZONING ORDINANCE AMENDMENT

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

NOTICE IS HEREBY GIVEN that the City of Summerset will set the first reading on Ordinance #TSO 2022-01 An Ordinance Amending Zoning Ordinance and Map Incorporated at Title 155, Chapter 021.

Said first reading will be held at Summerset City Hall, 7055 Leisure Lane, Summerset SD on January 6th, 2022 @ 6:00 p.m. The purpose of the public hearing is to accept public comment on the proposed amended ordinance on the following described property:

(Existing Legal) Tract 2 of Richardson Subdivision, Except Lot H1 and Except Tract Well, located in the SE1/4SW1/4 of Section 31, Township 3 North, Range 7 East, Black Hills Meridian, City of Summerset, Meade County, South Dakota.

(Proposed Legal) Lots 1-10 of Summerset Meadows, located in the SE1/4SW1/4 of Section 31, Township 3 North, Range 7 East, Black Hills Meridian, City of Summerset, Meade County, South Dakota.

Said property is zoned PD (Planned Development) and said petitioner requests the zoning to be changed to R1 (Single Family Residential).

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

Dated this 15th day of December 2021.

City of Summerset

Published once on 12/17/2021, at the total approximate cost of \$31.42.

TSO 2022-01
CITY OF SUMMERSET ZONING ORDINANCE AMENDMENT

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

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

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

(Existing Legal) Tract 2 of Richardson Subdivision, Except Lot H1 and Except Tract Well, located in the SE1/4SW1/4 of Section 31, Township 3 North, Range 7 East, Black Hills Meridian, City of Summerset, Meade County, South Dakota.

(Proposed Legal) Lots 1-10 of Summerset Meadows, located in the SE1/4SW1/4 of Section 31, Township 3 North, Range 7 East, Black Hills Meridian, City of Summerset, Meade County, South Dakota.

which property shall be re-zoned from PD (Planned Development) to R-1 (Single Family Residential) and that the zoning map shall be amended accordingly, which amendments are incorporated herein.

Dated this _____ day of _____, 20__.

ATTEST:

CITY OF SUMMERSET

Candace Sealey, Finance Officer

Melanie Torno, Mayor

(Seal)

Vote: Torno:
Kitzmilller:
Butler:
Hirsch:
Thurman:

First Reading: January 6, 2022
Second Reading: January 20, 2022
Publication:

Published once _____ at approximate cost of \$ _____.



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 Tract 2 of Richardson Subdivision, Except Lot H1 and Except Tract Well Located in the SE 1/4 SW 1/4 of Section 31, T3N, R7E, BHM, City of Summerset, Meade County		
PROPOSED Lots 1-10 of Summerset Meadows		
LOCATION Intersection of Sturgis and Anderson Road		
Size of Site-Acres <u>21.577</u>	Square Footage <u>939,894</u>	Proposed Zoning _____
DESCRIPTION OF REQUEST: To plat 10 residential lots within Tract 2 of Richardson Subdivision		Utilities: Private / Public _____
		Water <u>Blackhawk</u>
		Sewer _____

APPLICANT

Name Superior Custom Homes LLC / Justin Rudland Phone 605-484-7631
 Address 116564 Red Cedar Road E-mail justin.superiorcustomhomes@gmail.com
 City, State, Zip Piedmont, SD 57769 Signature _____ Date *
PROJECT PLANNER - AGENT

Name _____ Phone _____
 Address _____ E-mail _____
 City, State, Zip _____ Signature _____ Date _____
OWNER OF RECORD (If different from applicant)

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

* [Signature] 11-11-21 Property Owner Signature Date
 * [Signature] 11-11-21 Property Owner Signature Date
 Signature Date
 Print Name: Justin Rudland Signature Date
 Title*: Owner Signature Date
 *required for Corporations, Partnerships, etc.

FOR STAFF USE ONLY

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

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

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

Payment Type: Cash Check Credit Card



0C.57.02

[View Report](#) | [Soil Report](#) | [Fluorometry Inspection](#) | [Google Maps opens in a new tab](#)

ANDERSON

Summerset

NOTICE FOR PUBLICATION

Ordinance TSO 2022-02

CITY OF SUMMERSET ZONING ORDINANCE AMENDMENT

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

NOTICE IS HEREBY GIVEN that the City of Summerset will set the first reading on Ordinance #TSO 2022-02 An Ordinance Amending Zoning Ordinance and Map Incorporated at Title 155, Chapter 021.

Said first reading will be held at Summerset City Hall, 7055 Leisure Lane, Summerset SD on January 6th, 2022 @ 6:00 p.m. The purpose of the public hearing is to accept public comment on the proposed amended ordinance on the following described property:

Lot D in Block 9 of Summerset Subdivision, Section 36, Township 3 North, Range 6 East, Black Hills Meridian, City of Summerset, Meade County SD.

Said property is zoned PD (Planned Development) and said petitioner requests the zoning to be changed to C-1 (General Commercial).

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

Dated this 15th day of December 2021.

City of Summerset

Published once on 12/16/2021, at the total approximate cost of \$25.70.

TSO 2022-02
CITY OF SUMMERSET ZONING ORDINANCE AMENDMENT

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

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

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

**Lot D in Block 9 of Summerset Subdivision, Section 36, Township 3 North,
Range 6 East, Black Hills Meridian, City of Summerset, Meade County SD.**

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

Dated this _____ day of _____, 20_____.

ATTEST:

CITY OF SUMMERSET

Candace Sealey, Finance Officer

Melanie Torno, Mayor

(Seal)

Vote: Torno:
Kitzmiller:
Butler:
Hirsch:
Thurman:

First Reading: January 6, 2022
Second Reading: January 20, 2022
Publication:

Published once _____ at approximate cost of \$_____.



COMMUNITY PLANNING & DEVELOPMENT SERVICES

City of Summerset

7055 Leisure Lane, Summerset, SD 57718

Phone: (605) 718-9858

Fax: (605) 718-9883

Web: www.summerset.us

APPLICATION FOR DEVELOPMENT REVIEW

REQUEST (please check all that apply)

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

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

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

LEGAL DESCRIPTION (Attach additional sheets as necessary)

EXISTING LOT D, B1K9 of Summerset Subdivision, Sec. 36, T3N, R6E, B1M, City of Summerset, Meade Co. SD

PROPOSED Same as above.

LOCATION

Size of Site-Acres	.51	Square Footage	Proposed Zoning	C1 Gen. Commercial
DESCRIPTION OF REQUEST: Proposed future commercial bldg site				Utilities: Private / Public
				Water Black Hawk ^{none current}
				Sewer 4/b/d

APPLICANT

Name City of Summerset Phone (605) 718 9858
 Address 7055 Leisure Lane E-mail cityinfo@summerset.us
 City, State, Zip Summerset SD 57718 Signature [Signature] Date 12-22-21
 PROJECT PLANNER - AGENT

Name _____ Phone _____
 Address _____ E-mail _____
 City, State, Zip _____ Signature _____ Date _____
 OWNER OF RECORD (If different from applicant)

Name City of Summerset Phone (605) 718-9858
 Address 7055 Leisure Lane E-mail cityinfo@summerset.us
 City, State, Zip Summerset SD 57718

Property Owner Signature _____ Date _____
Melisa Torno 12-17-21
 Signature _____ Date _____
 Print Name: Melania Torno
 Title*: Mayor
 *required for Corporations, Partnerships, etc.

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

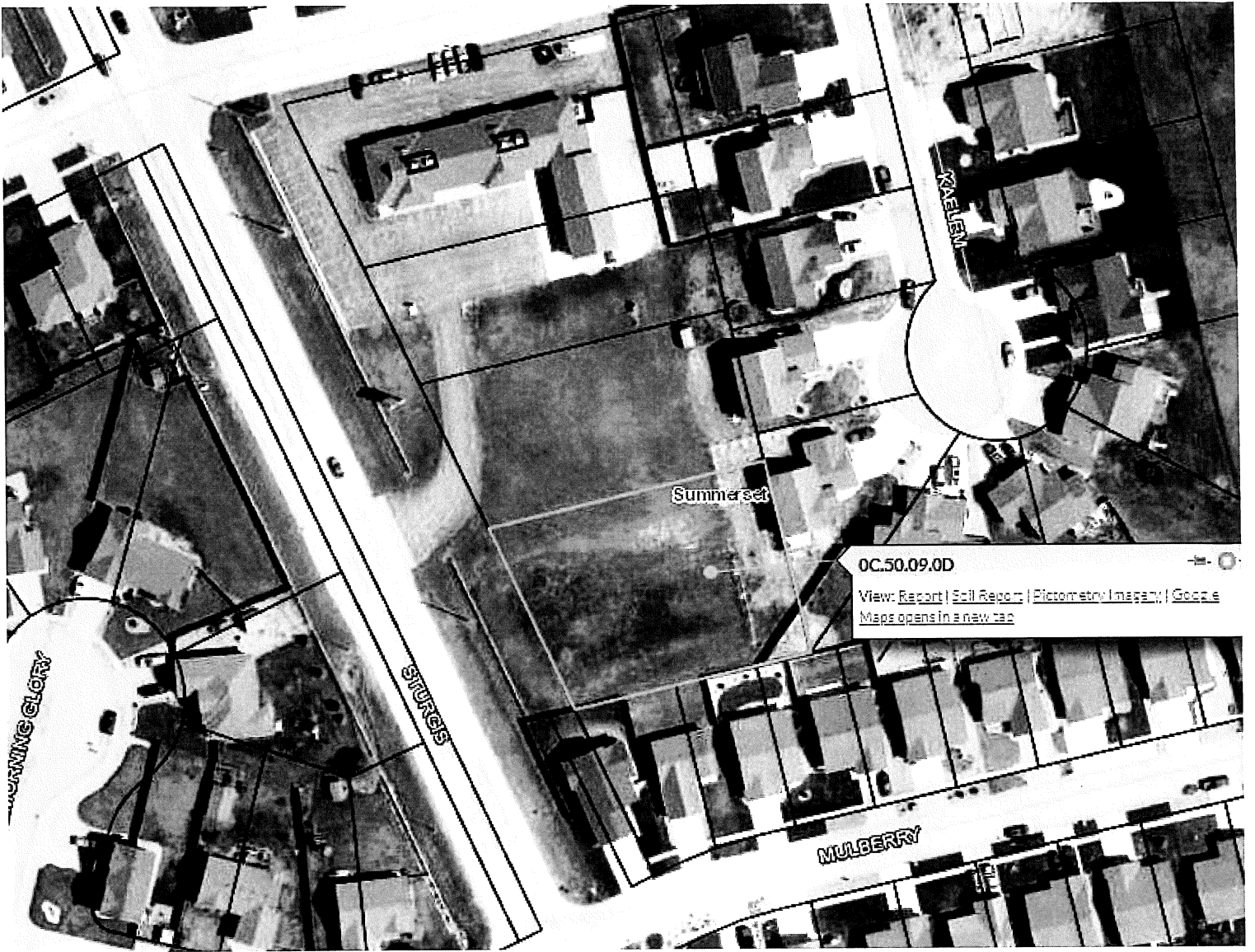
FOR STAFF USE ONLY

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
- Copy of Recorded Drainage Easement
- Other: _____
- Other: _____
- Other: _____

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

Payment Type: Cash Check Credit Card



0C.50.09.0D

View: [Report](#) | [Soil Report](#) | [Picometry Imagery](#) | [Google Maps opens in a new tab](#)

WINNING CLERY

STURGIS

MULBERRY

Summerset

KAELEN



0C.63.228

14320 JASPER CT

View: [Report](#) | [Soil Report](#) | [Pictometry Imagery](#) | [Google Maps](#) opens in a new tab

COUNTY TREASURER'S CERTIFICATE

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

Dated this _____ day of _____, 20____.

Meade County Treasurer

CERTIFICATE OF CITY FINANCE OFFICER

I, Finance Officer of the City of Summerset, South Dakota, do hereby certify that the foregoing instrument is a true and correct copy of the original instrument on file in the office of the City of Summerset, South Dakota at a meeting held on the _____ day of _____, 20____.

Finance Officer of the City of Summerset

CERTIFICATE OF CITY FINANCE OFFICER

I, Finance Officer of the City of Summerset, do hereby certify that all taxes which are due upon the land described herein, as shown by the records of my office, are fully paid according to the records of my office.

Dated this _____ day of _____, 20____.

Finance Officer of the City of Summerset

CERTIFICATE OF PLANNING COMMISSION

The City of Summerset Planning and Zoning Commission certifies it has reviewed the final plat and hereby recommends approval to the City Commission of the City of Summerset, South Dakota.

Dated this _____ day of _____, 20____.

Planning Commission Member

RESOLUTION OF CITY COMMISSION

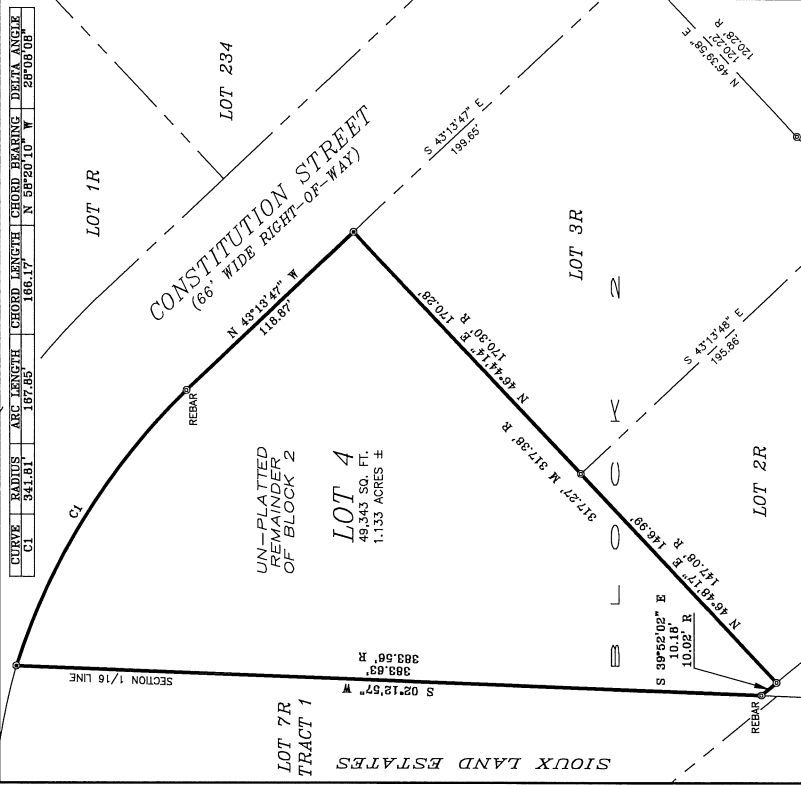
Whereas there has been presented to the City Commission of the City of Summerset, South Dakota, the within Plat of the above described lands, and it appears to this Council of Commissioners that:
 a. The system of streets set forth therein conforms to the system of streets of the existing plat of the City, and
 b. All taxes and special assessments upon the Tract or Subdivision have been paid in full, and
 c. All taxes and special assessments upon the Tract or Subdivision have been fully paid, and
 d. Any other plat and survey thereof have been executed according to law,
 NOW THEREFORE, BE IT RESOLVED that said plat is hereby approved in all respects.

Dated at Summerset, South Dakota

this _____ day of _____, 20____.

Mayor of the City of Summerset

Plat Of
Lot 4, Block 2 of Summerset USA.
 Formerly the Un-Platted Remainder of Block 2 of Summerset USA Located in the NW 1/4 of the SE 1/4 of the NW 1/4 of Section 25, Township 3 North, Range 6 East, Black Hills Meridian, City of Summerset, Meade County, South Dakota.



SURVEYOR'S CERTIFICATE

I, Sharon E. Vasknetz, 2356 Junction Avenue, Sturgis, SD, being a Registered Land Surveyor in the State of South Dakota, do hereby state that at the request of the Owners listed herein, I have surveyed and platted the property shown and described herein. I have marked the corners of the land shown and described herein with iron pins. The plat is correct to the best of my knowledge, information and belief. Easements or Restrictions of Miscellaneous Record or Private Agreements that are not known to me are not shown hereon.

IN WITNESS WHEREOF

I hereto set my hand and seal

this _____ day of _____, 20____.

Sharon E. Vasknetz
 Registered Land Surveyor No. 7719

OWNER'S CERTIFICATE

We, West Golden Investments, LLC, Tony Douglas Managing Member, do hereby certify that we are the owners of the land shown and described herein. We did authorize and do join in and approve the survey and plat shown herein. We further certify that the development of this land shall conform to all existing applicable zoning, subdivision, and erosion and sediment control regulations and that the land is dedicated to public use.

IN WITNESS WHEREOF

We hereto set our hands this _____ day of _____, 20____.

West Golden Investments, LLC; Owner
 Tony Douglas, Managing Member

ACKNOWLEDGEMENT OF OWNERS

STATE OF CALORADO }
 COUNTY OF _____ } SS

On this _____ day of _____, 20____, before me, the undersigned officer, personally appeared Tony Douglas, Designated as Managing Member of West Golden Investments, LLC, known to me to be the person whose name appears on the foregoing instrument, and acknowledged to me that they executed the same for purposes therein contained.

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

Notary Public _____ My commission expires: _____

OFFICE OF REGISTER OF DEEDS

Meade County Register of Deeds

PHONE: 605-490-1401 EMAIL: baseline7719@gmail.com JOB NUMBER: 20-302

SURVEYOR'S NOTES

- Utility & Mining Drainage Easements: An easement for utility and mining drainage easement is hereby granted on the interior side of all lot lines. Removal of easement shall not be an impediment to such an easement shall be the financial responsibility of landowners.
- Plats of Record as Reference: Plat Book 21 at Page 290 and Plat Book 21 at Page 291, previously recorded with the Meade County Register of Deeds Office in Sturgis, South Dakota.
- Building Restrictions per the most recently adopted International Building Code and Building Subcode Requirements per the City of Summerset Ordinances.
- Basis of Bearings Using Geodetic North System (GPS).

DRAINAGE NOTES

All major drainage easements shown hereon are not limited to buildings, walls, fences, hedges, trees and shrubs. These easements grant to all public authorities the right to repair such improvements and structures as it deems necessary to facilitate drainage from any source.

CERTIFICATE OF DIRECTOR OF EQUALIZATION

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

Dated this _____ day of _____, 20____.

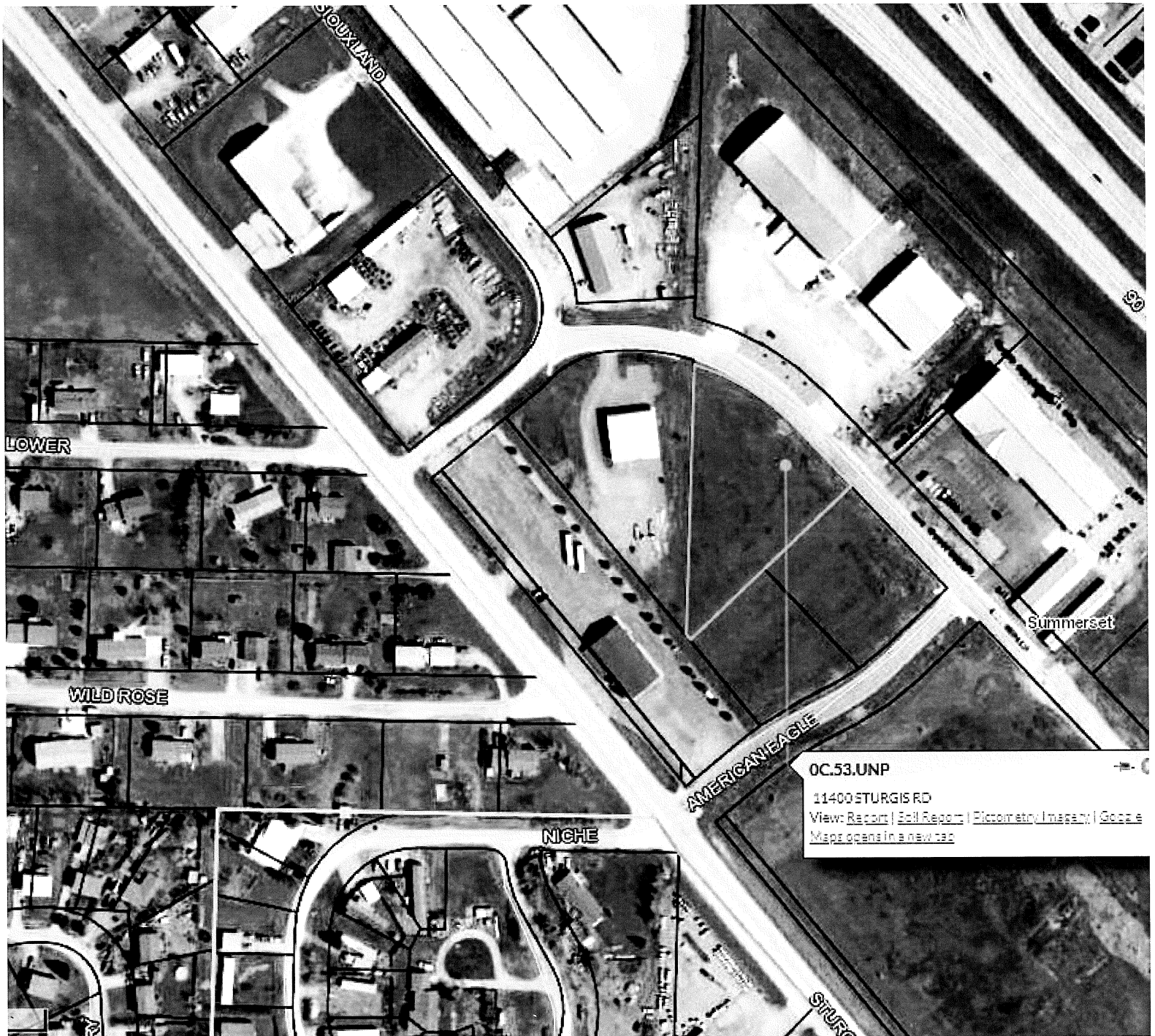
Meade County Director of Equalization

APPROVAL BY HIGHWAY OR STREET AUTHORITY

The location of the proposed access to the Highway or Street as shown hereon is hereby approved. Any change in the location of the proposed access shall require additional approval.

Dated this _____ day of _____, 20____.

City of Summerset Highway or Street Authority



0C.53.UNP

11400 STURGIS RD

[View Report](#) | [Soil Report](#) | [Picometry Images](#) | [Google Maps opens in a new tab](#)

**INTERGOVERNMENTAL CONTRACT
FOR THE
SOUTH DAKOTA PUBLIC ASSURANCE ALLIANCE**

This Contract is made and entered into by the undersigned who, upon execution of the Contract, will become contractually bound with all other signatories.

Whereas, the Acts of the State of South Dakota authorize and/or permit various Governmental Authorities to contract, and;

Whereas, the undersigned desires, along with other such entities, to form or join or reaffirm their membership in a local government risk pool to be known as the South Dakota Public Assurance Alliance, and;

Whereas, pursuant to the authority granted by SDCL ch. 1-24 and any acts amendatory thereto, the undersigned executes this document for purposes of joining or reaffirming membership, by virtue of an intergovernmental contract, the local government risk pool known as the South Dakota Public Assurance Alliance;

Now, therefore, the undersigned executes this Agreement in consideration for other Governmental Authorities executing this Agreement for the purpose of joining or reaffirming their membership in a local government risk pool known as the South Dakota Public Assurance Alliance. The undersigned agrees to abide by the terms and conditions of this Contract and all actions taken pursuant to this Contract. In consideration of the mutual covenants of all signatories to this Intergovernmental Contract it is agreed as follows:

ARTICLE I – NAME

The Pool created by this Contract shall be known as the South Dakota Public Assurance Alliance, hereinafter referred to as the "Alliance."

ARTICLE II – PURPOSE

The signatories hereto, together with future signatories, establish a contractual local government risk pool for the purpose of effectuating this Agreement; which Pool shall have a perpetual duration and shall continue until terminated pursuant to the terms and conditions of the Agreement. The purpose of this Agreement is to enter into an Intergovernmental Contract to form a local government risk pool, to provide for joint or cooperative action by Members relative to their financial and administrative resources for the purpose of providing risk management services and risk sharing facilities to the Members and to the Member's employees, and to defend and protect, in accordance with this Agreement, any Member of the Alliance against liability as defined under Pool Retention and in the Member's Risk Sharing Certificate. This Contract and the activities hereunder shall not constitute doing an insurance business. This Agreement is intended to create a contractual relationship and agreement between the signatories.

This Agreement shall constitute a contract among those Governmental Authorities which shall now or at any time enter into this Agreement and become Members of the Alliance.

The liability of each Member is limited to the amount of financial contributions required to be made to the Alliance pursuant to the Agreement except in the event of termination of the Alliance as described in Article XI or in the event of a deficit in the Operating Fund as provided in Article VIII.

This Agreement shall not inure to the benefit of third parties nor does any party hereto waive such sovereign or governmental immunity as may be available to it individually.

In no event shall a Member be responsible, jointly or severally, for the liabilities of any other Member except in the event of termination of the Alliance by the Alliance membership as described in Article XI or in the event of a deficit in the Operating Fund as provided in Article VIII when all Alliance Members would be responsible for a joint liability of the Alliance. In no event will an individual Member be responsible for any liabilities of any other Member.

ARTICLE III – DEFINITIONS

In the interpretation of this Agreement the following definitions shall apply unless the context requires another interpretation:

1. Acts --“Acts” shall mean such Acts of the State of South Dakota, pursuant to which this Contract is executed, as the same may be amended from time to time.
2. Administrator -- “Administrator” shall mean the South Dakota Public Assurance Alliance.
3. Agreement --“Agreement” shall mean this Intergovernmental Contract for the South Dakota Public Assurance Alliance and all of the counterparts subsequently executed
4. Alliance --“Alliance” shall be the sum of all the contracts or contractual obligations of the Members.
5. Annual Operating Contribution --“Annual Operating Contribution” shall mean those amounts necessary to fund the expenses of the Alliance.
6. Basis Rate --“Basis Rate” shall mean that amount annually promulgated by the Administrator deemed necessary to provide the Scope of Coverage afforded to a Member for the period of one year corresponding to the Risk Sharing Certificate effective date with due consideration to the Member’s individual characteristics.
7. Board --“Board” shall mean the Board of Directors of the South Dakota Public Assurance Alliance.
8. Casualty Coverage --“Casualty Coverage” shall mean the coverage afforded a Member for Casualty Risk, pursuant to the Member’s Risk Sharing Certificate and subsequent amendments and/or endorsements thereto.
9. Casualty Risk --“Casualty Risk” shall mean General Liability, Government Officials Liability, Law Enforcement Liability, Automobile Liability and other similar coverages usual to a Governmental Authority.
10. Claims Administrator --“Claims Administrator” shall mean any entity with whom the Administrator enters a contract for claims services.
11. Contract(s) --“Contract(s)” shall mean this Agreement and all of its counterparts.
12. Governmental Authority --“Governmental Authority” shall mean a public agency or any joint power agreement or separate entities consisting entirely of public agencies as defined in the Act.
13. Limits of Coverage --“Limits of Coverage” shall mean the limits of coverage established by any applicable coverage document, the Risk Sharing Certificate, and any other document or agreement that establishes and controls limits of various coverages provided to the Member.
14. Member --“Member” shall mean a Governmental Authority participating in the South Dakota Public Assurance Alliance by executing this Agreement.
15. Member’s Contribution --“Member’s Contribution” shall mean all amounts paid by Members and allocated to the Operating Fund.

16. Operating Fund --“Operating Fund” shall mean those amounts allocated to and designated as “Net Assets-Unrestricted” in the Alliance’s financial statements, as a result of increasing such amounts by the Annual Operating Contribution and investment income, and subtracting the expenses of the Alliance.
17. Pool --“Pool” shall mean the cumulative funds collected under this Contract and the contractual activities conducted hereunder, also sometimes referred to as the Alliance. The Pool is the sum of all Members’ funds and contractual duties, benefits and obligations.
18. Pool Retention --“Pool Retention” shall mean the amount that the Board may determine to retain as a designated retention from time-to-time.
19. Property Coverage --“Property Coverage” shall mean the coverage afforded a Member for Property Risk, pursuant to the Member’s Risk Sharing Certificate and subsequent amendments and/or endorsements thereto.
20. Property Risk --“Property Risk” shall mean Property, Vehicle Physical Damage, Inland Marine, Crime, Boiler and Machinery, and other similar coverages usual to a Governmental Authority.
21. Risk Sharing Certificate --“Risk Sharing Certificate” shall mean that document provided a Member evidencing the scope, nature, term, and limits of participation in the Alliance.
22. Scope of Coverage --“Scope of Coverage” shall mean the coverage, limits, and deductibles as established and defined in this agreement, any applicable separate coverage document, the Risk Sharing Certificate, and any other applicable document defining or establishing such terms, and subsequent amendments thereto.

ARTICLE IV – MEMBERSHIP

Contractual membership of the Alliance shall consist of Governmental Authorities who have entered into this Agreement or its counterpart by and through an individual duly authorized to execute this Agreement, and who have agreed to make the Member’s Contribution pursuant to the further provisions hereof. Members agree to the admission of future Members and acknowledge that they shall have no right to object to the addition of such Members provided they are admitted in accordance with the terms hereof. This Agreement shall be automatically renewed unless the provisions for withdrawal or termination are applied.

Each Member shall appoint an individual and an alternate to represent the Member with the Alliance. That individual or alternate shall act as a liaison between the Member and the Alliance for purposes of relating risk reduction and loss control information, and any other information or instructions concerning the obligations of the Member imposed by this Agreement and the rules and regulations established hereunder. The individual or alternate shall cast, on behalf of the Member, any vote which the Member is required or permitted to cast.

The obligations of Members of the Alliance shall include, but not necessarily be limited to, the following:

1. To promptly report to the Administrator or designated Claims Administrator any incident which could result in a claim being made by or against the Member within the Scope of Coverage.
2. To cooperate with and institute to the degree possible all loss prevention procedures established by the Administrator.
3. To provide to the Administrator such information as needed for rating purposes, including but not limited to, a completed renewal packet and any supplement questionnaires, as requested, and a budget approved by

Member's governing body of all revenues and expenditures for any fiscal year of the Member requested by the Administrator.

4. To provide representatives of the Administrator access to all records, including financial records and/or properties of the Member, provided the Administrator determines the information or access is necessary.
5. To cooperate with the Administrator and any employee, officer or independent contractor relating to the purpose and powers of the Alliance.
6. To allow attorneys and others employed by the Administrator to represent the Member in investigation, settlement, and all levels of litigation arising out of any claim made against the Member within the Scope of Coverage furnished by the Alliance.
7. To pay when due all annual contributions or other contributions, due or required, pursuant to this Agreement.

ARTICLE V – BOARD OF DIRECTORS

1. Administration of the Contract(s). The administration of this Contract(s) and management of the Alliance shall be governed by a Board of Directors of eleven (11) members comprised of six (6) municipal representatives, three (3) county representatives and the Executive Directors of the South Dakota Municipal League and the South Dakota Association of County Commissioners.
2. Qualifications of Members of the Board. Members of the Board shall be either:
 - a. Elected officials of an Alliance Member provided the governing board of the Member in question has supported their appointment or candidacy by Resolution; or
 - b. Representatives, employees or appointed officials of an Alliance Member provided the governing board of the Member in question has supported their appointment or candidacy by Resolution; or
 - c. No Member may support the appointment or candidacy of more than one person to the Board in any given year. If such person is later unable to assume office as a member of the Board for any reason, then this prohibition shall not apply.
 - d. The Executive Directors of the South Dakota Municipal League and the South Dakota Association of County Commissioners are qualified by the nature of their respective positions and shall remain standing members of the Board.
3. If a Board member initially appointed or elected to the Board based on their status as an elected or appointed official, or employee of a Member leaves office or employment with that Member during their term, they may continue to serve and complete their current term unless and until they resign, are removed pursuant to the terms and conditions of this Article, or until such time as the Member which initially sponsored their appointment or candidacy revokes their resolution of support in writing. Such revocation must be in writing or by electronic communication and in the form of a resolution of revocation. It must be provided to the Chair and Vice-Chair by the sponsoring Member. Such revocation shall create a vacancy to be filled pursuant to the provisions of Article V, Paragraph 5.
4. A Board member initially appointed or elected to the Board based on their status as a representative of a Member may serve unless and until they resign, are removed pursuant to the terms and conditions of this Article, or until such time as the Member which initially sponsored their appointment or candidacy revokes their resolution of support in writing. Such revocation must be in writing or by electronic communication by and in the form of a resolution of revocation. It must be provided to the Chair and Vice-Chair by the sponsoring Member. Such written revocation shall create a vacancy to be filled pursuant to the provisions of Article V, Paragraph 5.
5. Eligibility and Vacancies. The Board shall be the judge of the election and qualifications of its members and of the grounds for their forfeiture of office. The Board may remove any Board member for cause as determined by a 2/3 vote of the entire Board. "For cause" shall include but not be limited to a Board member having excessive absences from the meetings of the full Board or any other instance where a Board member's continued service has become untenable by the sole determination of a 2/3 vote of the Board. Such removal for cause of a Board member shall

then be deemed a vacancy as described by this Article. Should the number of members of the Board become reduced due to disqualification, death, incompetence, resignation or other cause, the remaining members of the Board may appoint a person or persons to fill such a vacancy or vacancies until the time of the next annual meeting of the South Dakota Public Assurance Alliance so that the Board shall be maintained numerically during that time. At the next annual meeting of the South Dakota Public Assurance Alliance, the Nominating Committee of the Board of Directors shall recommend one candidate to fill each vacant position on the Board for the remainder of the term left open and Member entities of the South Dakota Public Assurance Alliance present at that annual meeting shall vote on the candidate recommended by the Nominating Committee in the manner described in paragraph 6 below. Any member of the Board may resign by sending notice of his/her resignation to the Chair of the Board and the Administrator.

6. Election and Term of Members of the Board. An election shall be held at the annual meeting of the South Dakota Public Assurance Alliance to fill any Board position that is open, or will become open as the result of an expiring term or vacancy as described in this Article. Applications for all open positions to be filled at such an election shall be submitted in writing to the Nominating Committee of the Board of Directors at least thirty (30) days prior to the date of the South Dakota Public Assurance Alliance annual meeting in question. The Nominating Committee will consider all applications received and recommend one candidate to fill each open Board position. The election held at the annual meeting of the South Dakota Public Assurance Alliance shall be determined by a majority of those Alliance Member entities present and voting at the annual meeting with each Member entity having one vote. A candidate recommended by the Nominating Committee and nominated at the annual meeting shall be deemed elected if he/she receives more than 50% of the votes cast by those Member entities present and voting at the election. If the candidate nominated fails to receive a majority of votes cast at the election then the Nominating Committee shall recommend a second person to stand at election at the same annual meeting. Board members elected at such an election shall take office on the following January 1. All Board members shall be elected to a three (3) year term. A Board member may be removed for just cause by a majority vote of the Board of Directors. There shall be no prohibition on election to successive terms.
7. Meetings of the Board. The Board of Directors shall hold its annual meeting in conjunction with the annual meeting of the South Dakota Municipal League. The Board shall meet a minimum of four (4) times per year and at such other times as called by the Chair. Any item of Alliance business may be considered at such meetings. Special meetings may be called by the Chair or by a majority of the Board of Directors. Meetings may be held by teleconference through any audio or video medium.
8. Executive Committee. The Executive Committee shall be comprised of five (5) members including the three officers elected by the Board, one at-large Board member selected by a majority vote of the Board and the Executive Director of the South Dakota Municipal League. The Committee shall be chaired by the Chair of the Board. The Committee shall inform and direct the Executive Director of the South Dakota Public Assurance Alliance on Board policy and shall make recommendations to the Board as it deems necessary for the prudent operation and management of the Alliance.
9. Officers. By majority vote, the Board of Directors, at its December Board meeting or at a Special Meeting held for the purpose of such election, shall select from the members of the Board, a Chair, Vice-Chair, and Secretary/Treasurer.

ARTICLE VI – POWERS AND DUTIES

The Board of Directors shall be permitted and the undersigned authorizes it to perform and carry out, or delegate to others to perform and carry out, on behalf of the undersigned, each and every act necessary, convenient or desirable to, and for carrying out the purpose of this Contract and the Alliance, including but not limited to:

1. Administer the Alliance, receive Member's Contributions (contracted obligations) to the Alliance, and settle and pay claims and losses on behalf of its Members;
2. Make and enter into contracts to conduct and operate the Alliance;

3. Employ employees and agents on behalf of the undersigned;
4. Incur liabilities and charges against the common funds of the Alliance, but no charge, liability or obligation so incurred shall be the charge, liability or obligation of any individual party to this Agreement;
5. Sue or be sued in the Member's name or collective names, and defend such claims;
6. Acquire, or dispose of real and/or personal property;
7. Advise Members on loss control guidelines and procedures, and provide Members with risk management services, loss control, and risk reduction information;
8. Purchase for the Members reinsurance and/or excess insurance and/or enter into such excess risk sharing pools as may be available and deemed desirable for the protection of the Members and/or the Alliance itself;
9. Invest, on behalf of the Members, Alliance funds in securities and investments in a prudent and lawful manner;
10. Promulgate procedures and regulations for the general administration of this Contract(s);
11. Take such action as is necessary to terminate the participation/contract of any Member that fails to comply with the reasonable requirements of the Administrator concerning contractual obligations;
12. Provide surety and/or fidelity bonds, as may be available, for members of the Board, and all persons charged with the custody or investment of Alliance monies.

ARTICLE VII – LIABILITY OF THE BOARD OF DIRECTORS, ADMINISTRATOR, OR EMPLOYEES

The members of the Board of Directors, the Administrator, its directors, officers, and employees shall:

1. Use reasonable and ordinary care in the exercise of their duties hereunder;
2. Be afforded all of the privileges and immunities that may attach under any applicable law;
3. Not be liable for, and be held harmless and defended by the undersigned and from Alliance funds, for any act of negligence, any mistake of judgment or any other action made, taken or omitted in good faith;
4. Not be liable for any loss incurred through investment of funds or failure to invest such funds.

The Administrator may purchase, subject to availability and cost, insurance providing coverage for the Board of Directors, its officers and members, the Administrator, its directors, officers, and employees.

The undersigned shall and the funds of the Alliance shall be used to hold harmless and defend the Board of Directors, its officers and members, the Administrator, its directors, officers, and employees for any act or omission taken or omitted in good faith by the Board of Directors, its officers and members, the Administrator, its directors, officers, and employees. The hold harmless and indemnity provisions of the undersigned shall be joint and several with all signatories to this Contract; provided, however, this obligation shall be considered an expense of the Alliance and in no event shall any individual signator be liable for more than its pro rata annual contribution herein except in the event of termination of the Alliance as described in Article XI or in the event of a deficit in the Operating Fund as provided in Article VIII. Nothing contained herein shall be construed as to require the undersigned to hold harmless or defend any party from any act done in bad faith or any breach of a fiduciary duty.

No covenant or agreement contained herein shall be deemed to be the covenant or agreement of any member of the Board of Directors or the Administrator nor any of its employees and none of such persons shall be subject to any personal liability or accountability by reason of the acceptance of a position or the undertaking of the performance of any of the

responsibilities, obligations or duties contemplated in the carrying out of this Agreement, whether by virtue of any construction, statute or rule of law.

ARTICLE VIII – ESTABLISHMENT OF OPERATING FUND

1. The Board shall establish a budget which shall consist of Member’s Contributions in amounts not less than the Administrator deems sufficient to annually produce the sum of money reasonably necessary to fund the expenses and any deficiencies which may occur in the Alliance’s Operating Fund regulatory authority; the sum of which shall be known as the Annual Budget.
2. Thirty (30) days prior to the Alliance’s fiscal year end, or at such other time as directed by the Board, the Administrator shall prepare an Annual Budget for the succeeding fiscal year. The Annual Budget shall be used to assist in determining the annual rates for the Alliance. The rates determined by the approval of the Annual Budget by the Board of Directors are used to determine the contributions for each Member, based on their exposures. Members’ Annual Operating Contributions will be determined on an individual basis, based on detailed analysis of exposures and for a one (1) year period from their Risk Sharing Certificate effective date of coverage.
3. In the event that the Operating Fund becomes deficient during any Alliance fiscal year, the Alliance shall liquidate any and all assets and continue to pay claims and losses incurred within the Scope of Coverage and pursuant to the Risk Sharing Certificate until all funds of the Alliance are exhausted. After such time, all coverages and payment of valid claims shall be the sole and separate obligation of each individual Member.

ARTICLE IX – MEMBER’S WITHDRAWAL, CANCELLATION, OR TERMINATION

1. Members agree to continue membership for a period of not less than one (1) full year. At the conclusion of such period, or anniversary thereof, a Member who has given sixty (60) days prior written notice to the Alliance may withdraw. A Member who has not given sixty (60) days prior written notice to the Alliance to withdraw may not withdraw for an additional one (1) full year.

Anything contained in this Agreement to the contrary notwithstanding, a Member’s election to cease participation in the Alliance for Property Coverage shall not constitute a withdrawal under any other terms and conditions of the Agreement. Property Coverage applies only to losses or claims which occur prior to the termination date. All rights for reimbursement or any right to claims against the Alliance shall terminate for Property losses which occur after the termination date.

Effective 12:01 a.m. on the date of the withdrawal and notwithstanding anything contained to the contrary within this Agreement or attachments hereto or the Risk Sharing Certificate issued pursuant to this Agreement, payments for all unknown Casualty Coverage claims or claims expense shall thereafter become the sole responsibility of the withdrawing Member unless the claim was reported prior to the withdrawal of the Member’s participation in the Alliance.

Effective 12:01 a.m. on the date of the withdrawal and notwithstanding anything contained to the contrary within this Agreement or attachments hereto or the Risk Sharing Certificate issued pursuant to this Agreement, payments for all Property claims and claim expense incurred thereafter shall become the sole responsibility of the withdrawing Member. Any Property claim reported in a timely manner not to exceed sixty (60) days after its occurrence shall be covered by the Alliance if the claim occurred during the period the Risk Sharing Certificate was in effect and if coverage is otherwise available under the Risk Sharing Certificate.

The Alliance will continue to service all claims which have been reported to the Alliance during the withdrawing Member’s period of participation. Payment of all claims so serviced by the Alliance for the withdrawing Member shall be made by the Alliance.

Anything contained in this Agreement to the contrary notwithstanding, a Member that has given notice of withdrawal may rescind said notice provided written notice of rescission is sent to the Alliance within the sixty (60) day period and provided further all contributions required from said Member are made in a timely fashion.

2. The Alliance may, by a two thirds (2/3) majority of the Board and by providing a Member sixty (60) days prior written notice, cancel that Member's participation in the Alliance and terminate its Intergovernmental Contract effective at the end of any Risk Sharing Certificate year. Thereafter, it shall be the responsibility of the Alliance to defend, settle, and pay claims within the scope and limits set forth in the cancelled Member's Risk Sharing Certificate in effect on the date of the occurrence out of which such claim arose. This provision shall apply solely to claims which occurred during a Member's participation and evidenced by the Member's Risk Sharing Certificate. The cancelled Member shall have the right, prior to the actual date of cancellation, to withdraw from the Alliance by giving notice of such withdrawal. Electing to so withdraw, the Member shall be subject to the provisions of paragraph one (1) of this Article.
3. Any Member failing to make payments when due as required by this Agreement shall be terminated from the Alliance effective on the date the payment was due and upon that effective date of termination all coverages and benefits hereunder shall cease. All known and unknown claims and claims expenses thereafter shall become the sole responsibility of the terminated Member without regard to whether a claim occurred or was reported prior to the termination of the Member's participation in the Alliance. At the request of the terminated Member, the Alliance will continue to service all claims which have been reported to the Alliance during the terminated Member's period of participation so long as the terminated Member shall promptly reimburse the Alliance for all claims the terminated Member and the Alliance shall incur no liability for payment of claims by virtue of servicing claims under the terms of this paragraph. If the Member shall subsequently submit its payment, the Administrator may, in its discretion, reinstate such membership.
4. Any Member who elects to withdraw pursuant to Paragraph 1 of this Article is prohibited from rejoining the Alliance for a period of two years.

ARTICLE X – SCOPE OF RISK SHARING PROTECTION

1. The Alliance provides risk sharing protection to each Member and will make or secure payment on behalf of each Member under criteria and procedures established for the payment of claims as provided in the Member's Risk Sharing Certificate. As long as a Member continues to renew its annual Risk Sharing Certificate, any claim that occurred during the period the Risk Sharing Certificate is in effect shall be considered for payment as provided in the Member's Risk Sharing Certificate.
2. The Alliance may obtain excess insurance, reinsurance, or join in excess risk sharing pools.
3. In the event that a claim or series of claims exceeds the amount of the risk sharing protection provided by the Member's Risk Sharing Certificate, or in the event that a claim or a series of claims should exhaust the Operating Fund and any reinsurance, then payment of valid claims shall be the sole and separate obligation of the individual Member or Members against whom the claim was made and perfected by litigation or settlement.
4. A Member may purchase, in its sole discretion, any insurance coverage in addition to those amounts purchased by the Alliance.
5. The Board may make changes in the Scope of Coverage, the amount of risk sharing protection or risk sharing retention by the Alliance upon consideration of the needs and requirements of Members, loss experience, and/or the kind and amounts of reinsurance or other excess coverage available. Where the Board takes such action, immediate notice after taking of such action shall be sent to all Members or their representatives.

ARTICLE XI – TERMINATION

The Alliance shall terminate at such time as two-thirds (2/3) of the municipal and county Members vote for such termination. After a vote to terminate, the Board shall commence with the orderly liquidation of the Alliance's business and shall complete the same as promptly as possible. During such period of liquidation the Alliance shall continue to pay claims and losses incurred within the Scope of Coverage and pursuant to the Risk Sharing Certificate until all funds of the Alliance are exhausted. After payment of all claims and losses, any remaining funds held by the Alliance shall be paid to all Members of the Alliance at the time of the vote of termination, on a pro rata basis determined by the Board.

To the extent of the existence of funds in the Operating Fund, no Member shall be responsible for any claim, claims, judgment or judgments against any other Member or Members. If upon termination of the Alliance the remaining assets of the Alliance are insufficient to satisfy indebtedness of the Alliance (excluding claims or judgments against the Members), such deficiency shall be made up by assessments against Members of the Alliance on a pro rata basis determined by the Board

ARTICLE XII – MISCELLANEOUS PROVISIONS

1. The provisions of this Agreement shall be interpreted pursuant to the laws of the State of South Dakota.
2. The parties hereto consent that courts in the State of South Dakota shall have jurisdiction over any dispute arising under this Agreement. The terms of this Agreement may be enforced in a court of law in the State of South Dakota either by the Alliance or by any Member.
3. The consideration for the obligations imposed upon Members pursuant to and under this Agreement shall be based upon the mutual promises and agreements of all Members who now execute or who hereinafter execute this Agreement.
4. This Agreement may be executed in duplicate originals or counterparts now or at any time in the future. The individual executing this Agreement on behalf of the participating Member hereby represents and certifies that he/she is duly empowered to so execute this document.
5. No waiver of any breach of this Agreement or any provisions herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any of the other provisions herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligations or acts.
6. This Agreement shall be binding and shall inure to the benefit of all Members who shall have executed this Agreement and complied with the financial requirements hereunder and provided that the Members shall have been duly approved in accordance with the terms and provisions of this Agreement.
7. The provisions of this Agreement shall be deemed severable and if any provision or part thereof is held illegal, void or invalid under applicable law, such provision or part may be changed to the extent reasonably necessary to make the provision or part, as so changed, legal, valid or binding. If any provision of this Agreement is held illegal, void or invalid in its entirety, the remaining provisions of this Agreement shall not in any way be affected or impaired but shall remain binding in accordance with their terms and this Agreement shall be so interpreted.
8. This Agreement and the Risk Sharing Certificate contain the complete Agreement between the parties and no representations or oral statements made or heretofore given shall constitute a part of this Agreement. In the event that any provision of this Agreement is in conflict with or is incompatible with such, the terms and conditions of this Agreement shall prevail and take precedence.
9. This Agreement may be altered or amended only by amendments duly adopted in accordance with the terms and conditions of this Agreement; provided, however, that the Risk Sharing Certificate may be amended from time to time to reflect the exposures of each Member and such changes shall be exempted from the preceding terms of this paragraph.
10. The caption headings used in this Agreement are used merely for identification purposes and shall not be deemed a part of this Agreement.
11. Whenever in this Agreement words, including pronouns, are used in the singular or plural, or masculine or feminine, they may be read and construed in the plural or singular, or feminine or masculine, respectively, wherever they so apply.
12. This Agreement may be amended by the Board with the approval of two-thirds (2/3) of the members of the Board. All Members agree to properly execute and adopt amendments so approved. The payment of the Member's

Contribution to the SDPAA for the upcoming year shall be deemed consent of that Member to the terms and conditions of this Agreement and any Amendments thereto.

13. The Board may, with the approval of two-thirds (2/3) of the members of the Board, elect to reform or reconstitute the Alliance to a stock, mutual, or reciprocal insurance company operating as a captive, Risk Retention Group, or other risk sharing entity.

14. The Alliance shall maintain a fiscal year ending December 31.

ARTICLE XIII – AGENT AND OFFICE

The agent of the Alliance for service of notice shall be the Administrator, South Dakota Public Assurance Alliance, 208 Island Drive, Ft. Pierre, SD 57532.

ARTICLE XIV – NOTICE

All notices required to be given under this Agreement pursuant to Article IX shall be in writing and sent by certified mail, return receipt requested, with postage prepaid. Notices by a Member to the Alliance under Article IX shall be sent to the address in Article XIII to the attention of the Administrator. Notices to any Member under Article IX shall be sent to the representative of the Member at the Member’s last known address.

Notices to be given under this Agreement pursuant to Article X, 5. shall be sent to all Members or their representatives following Board action at their last known address or their last known electronic address.

In the event that any party to this Agreement desires to change its address, notice of change of address shall be sent to the other party in accordance with the terms and provisions in this Article.

In Witness whereof, this Agreement was executed on the ____ day of _____, in the year _____, by the undersigned duly authorized officer of the Governmental Authority indicated below:

GOVERNMENTAL AUTHORITY

SOUTH DAKOTA PUBLIC ASSURANCE ALLIANCE

Name of Entity: _____



By: _____

By: _____

PRINT NAME: _____

TITLE: Executive Director

TITLE: _____

ADMINISTRATOR ON BEHALF OF ALL OTHER
CURRENT AND FUTURE SIGNATORIES

Prepared By:
Candi Rawdon Thomson
Thomson Law, PC
PO Box 145
Sturgis, SD 57785
(605) 347-2551

QUIT CLAIM DEED

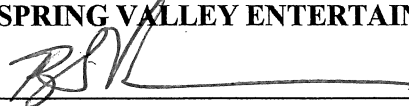
SPRING VALLEY ENTERTAINMENT, L.L.C., a South Dakota limited liability company, Grantor, of 517 7th Street, Rapid City, South Dakota 57701, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, conveys and quitclaims to the **City of Summerset**, a South Dakota Municipality, Grantee, of 7055 Leisure Lane, Summerset, South Dakota 57718, all interest, including after-acquired title, in the following-described real estate located in Meade County, South Dakota:

Drainage Lot 1 in Block 1 of Summerset USA, City of Summerset, Meade County, South Dakota, as shown on the plat filed in Plat Book 27 on Page 220, together with all improvements and appurtenances thereon and subject to easements, rights-of-way, restrictions, reservations, declarations and covenants of record.

EXEMPT FROM STATE TRANSFER FEE UNDER SDCL 43-4-22(2)

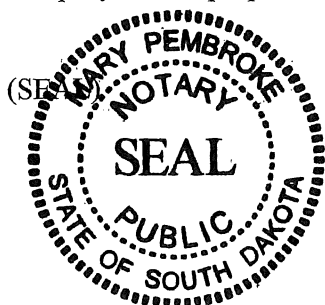
Dated this 13 day of December, 2021.


SPRING VALLEY ENTERTAINMENT, L.L.C.


Bryan Vulcan – Manager

STATE OF SOUTH DAKOTA)
) SS.
COUNTY OF MEADE)

On this 13 day of December, 2021, before me, the undersigned officer, personally appeared Bryan Vulcan, whose identity is personally known to me or satisfactorily proven to me and who acknowledged himself to be a manager of **SPRING VALLEY ENTERTAINMENT, L.L.C.**, and he as a manager being authorized so to do, executed the within and foregoing instrument on behalf of the company for the purposes therein contained.




NOTARY PUBLIC
My Commission Expires: 09-17-2026

COURTHOUSE USE ONLY	
BOOK PAGE	RATIO CARD

**CERTIFICATE OF REAL ESTATE VALUE
SDCL 7-9-7 ARSD 64:04:01:06.01**

Certificate of Real Estate Value form must be filed with any deed or contract for deed dated after July 1, 1988 used in the purchase, exchange, transfer or assignment of interest in real property.

- This form is required for all deeds (warranty deed, quit claim deed, grantor's deed, sheriff's deed, trustee's deed, mineral deed and similar instruments). It is also required for a contract for deed, a memorandum of a contract for deed, addenda to contract for deed, and notice of contract for deed. NOT NEEDED FOR: Divorce Decree, Probate Decree, Easement, Transfer on Death Deed, or instruments to the State of South Dakota conveying highway right-of-way (SDCL 7-9-7.3)
- **The buyer/grantee must use a mailing address. It will be used for tax notices.**
- **The box labeled Owner Occupied is important!** - Applies to sales, gifts, estate distributions, and any other transfer to a person (the grantee) who will occupy the property as a principal residence. It will allow the grantee, if eligible, to maintain the classification of owner-occupied on the property and receive the lower property tax rate for the property. If the box is completed, **it must be completed by and contain the grantee signature only.** In the event of multiple grantees, only one grantee should sign. This box cannot be signed by an agent of the grantee.

APPLICANT INFORMATION * Designates required fields

SELLER(S)/GRANTOR(S) * SPRING VALLEY ENTERTAINMENT, L.L.C.		PHONE NUMBER* 605-431-8852	EMAIL <i>bryan.vulcan@FourFrontDesign.com</i>	
MAILING ADDRESS * 517 7 th Street	CITY * Rapid City	STATE * SD	ZIP CODE* 57701	
BUYER(S)/GRANTEE(S)* The City of Summerset		PHONE NUMBER* 605-718-2189	EMAIL	
MAILING ADDRESS * 7055 Leisure Lane	CITY * Summerset	STATE * SD	ZIP CODE* 57718	
NEW MAILING ADDRESS (if changed)	CITY	STATE	ZIP CODE	
LEGAL DESCRIPTION * (copy description from document you are recording or attach an exhibit with the legal description) Drainage Lot 1 in Block 1 of Summerset USA, City of Summerset, Meade County, South Dakota, as shown on the plat filed in Plat Book 27 on Page 220				

INSTRUMENT INFORMATION (document being recorded) * **This section is required in full**

DATE OF INSTRUMENT <i>13 Dec. 2021</i>	TYPE OF INSTRUMENT:	CONTRACT FOR DEED	QUIT CLAIM DEED (X)	EXECUTOR'S DEED
DATE		WARRANTY DEED	MINERAL DEED	TRUSTEE'S DEED
OTHER - SPECIFY:				
DOES THE INSTRUMENT CHANGE WHO IS RESPONSIBLE FOR PAYMENT OF REAL ESTATE TAXES? YES (x) NO ()				

<ul style="list-style-type: none"> • WAS THIS PROPERTY OFFERED FOR SALE TO THE GENERAL PUBLIC? YES <input checked="" type="checkbox"/> NO () • RELATIONSHIP BETWEEN GRANTEE AND GRANTOR NO <input checked="" type="checkbox"/> YES () STATE RELATIONSHIP: • WAS THIS PROPERTY SOLD BY: OWNER () AGENT (X) 	<ul style="list-style-type: none"> • ACTUAL CONSIDERATION EXCHANGED \$exempt 43-4-22(2) • ADJUSTED PRICE PAID FOR REAL ESTATE \$ (actual consideration less amount paid for major items of personal property as listed below)
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List any major items of personal property and their value which were included in the total purchase price. (i.e., furniture, inventory, crops, leases, franchises):

IF TRANSACTION WAS A SALE, WAS THE SELLER PAID IN FULL BY OR AT THE TIME OF THE SALE? YES <input checked="" type="checkbox"/> NO ()			
• IF NO, HOW WILL THE SELLER BE PAID THE UNPAID BALANCE? _____ DOWN PAYMENT: \$ _____			
INTEREST RATE: _____ %	PAYMENT FREQUENCY: _____ MONTHLY () YEARLY ()	NO. OF PAYMENTS: _____	BALLOON PAYMENT (if any): \$ _____

BY SIGNING THIS DOCUMENT, I CERTIFY THAT I AM AUTHORIZED TO SIGN AND THAT THE ABOVE INFORMATION IS TRUE AND CORRECT

SIGNATURE (Seller, Buyer, or Agent) * 	TITLE <i>Managing Member</i>	DATE * <i>13 Dec 2021</i>
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OWNER-OCCUPIED (this box to be completed by one Grantee only)

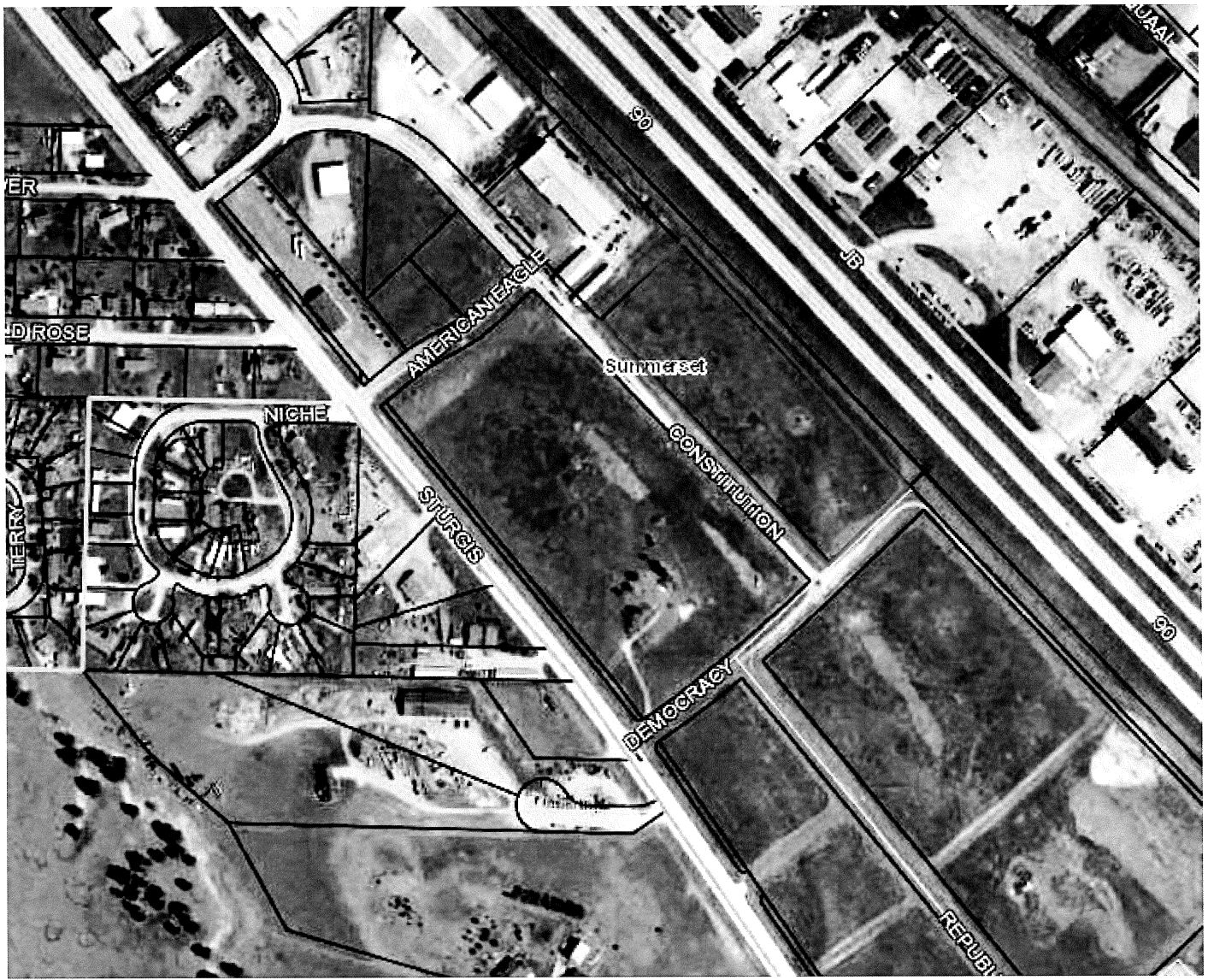
PROPERTY IS CURRENTLY CLASSIFIED AS OWNER-OCCUPIED	YES () NO ()	COUNTY _____
I WILL OCCUPY THIS PROPERTY ON:		These items are important to complete for property to continue to be classified as owner occupied for a lower property tax rate.
PROPERTY WILL BE MY PRINCIPAL RESIDENCE ON THE ABOVE STATED DATE	YES () NO ()	
I OWN ANOTHER RESIDENTIAL PROPERTY IN THE UNITED STATES	YES () NO ()	
		IF YES - _____ CITY STATE
GRANTEE SIGNATURE	DATE	

DIRECTOR OF EQUALIZATION OFFICE USE ONLY FOR OWNER OCCUPIED SECTION

GRANTEE OF PROPERTY NAME: _____

THE REQUEST FOR PROPERTY TO BE CLASSIFIED AS OWNER OCCUPIED IS:
APPROVED () DENIED () ACKNOWLEDGE RECEIPT: Your request will be reviewed _____

REASON FOR DENIAL	
DIRECTOR OF EQUALIZATION OFFICE SIGNATURE	DATE



Lisa Schieffer

From: Brenda Ogrady
Sent: Tuesday, January 4, 2022 2:50 PM
To: Lisa Schieffer
Subject: Summerset PD Inventory

Item	Serial Number	Status
Tablet: Fujitsu	R6Z03239	Not working
Tablet: Fujitsu	R6Z03236	Working
Tablet: Fujitsu	R6Z03010	Working
Tablet: Fujitsu	R9605005	Working
Keyboard: Stylistic	R7303874	Working
Keyboard: Stylistic	R9600052	Working
Charger Port/Dock: Stylistic	R6Z00347	Not Working
Charger Port/Dock: Stylistic	R6Z00346	Not Working
Charger Port/Dock: Stylistic	R6Z00351	Working
Charger Port/Dock: Stylistic	CP500638-01	Working

Brenda O'Grady