

**SUMMERSET CITY COMMISSION
REGULAR MEETING
SUMMERSET MUNICIPAL BUILDING
7055 LEISURE LANE
THURSDAY, July 18th, 2024 6:00 P.M.**

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

Mayor Kitzmiller led in the Pledge of Allegiance.

Commissioner Osten gave the invocation.

CALL FOR CHANGES

Motion by Osten, second by Markam to amend the agenda and open discussion for the Parks and Recreation Board. Discussion then ensued for the Parks and Recreation Board. Domico Rodriguez and Jordan Pulscher spoke on Budget items in the amount of \$46,000 to include park cameras and improvements.

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

CONSENT CALENDAR

Motion by Osten, second by Reade to approve the minutes of the regular meeting of July 2nd, 2024, as presented or amended. Motion carried.

CONSENT CALENDAR

Motion by Markham, second by Reade to approve the minutes of the special meeting of July 9th, 2024, as presented or amended. Motion carried.

APPROVAL OF CLAIMS

Motion by Markham, second by Osten to approve the claims and hand checks in the amount of \$844,825.29 from July 2nd, 2024, through July 17th, 2024, as presented or amended. Motion carried.

Cardmember Services	14434.96
SD State Treasurer	1036.35
Aqua-Aerobic systems	9962.97
AT&T Mobility	607.2
BARGAIN BARN TIRE CENTER	360.2
Baumeister, Stephany	1537.5
Black Hawk Water Users District	623.9
City of Rapid City	5305.86
City of Sturgis	2270.79
Demersseman Jensen Tellinghuisen & Huffman, LLP	2207.5
Golden West Technologies	3970.98
Greenapsis	350
HDR Engineering, Inc	4731.25
Health Pool of SD	17509.5
Meade County Register of Deeds	90
Midcontinent Communications	185.7
Print Market	275
Rapid City Journal	474.1
RCS Construction Inc	755018.58
SD One Call	31.5
SONTECH	22347.45
Summit Signs & Supply Inc.	435
Tyler Technologies	1059

****NOTED FOR THE RECORD – DEPARTMENT HEAD REPORTS ARE IN THE PACKET FOR VIEWING.**

STURGIS ECONOMIC DEVELOPMENT UPDATE ON SUMMERSET – AMANDA ANGLIN AND BRENNA BLOCK

Amanda Anglin Executive Director of SEDC and Brenna Block gave a quarterly update to the Board on projects they have worked on in the area.

UPDATE ON STORM DAMAGE – ANTHONY KAYL

Public Works Director Anthony Kayl gave an update on the 2013 Ford Explorer and 2023 Dodge Charger. Kayl also stated that he is getting quotes for the roof on the City Hall Building. Discussion was had on the 2013 Ford Explorer whether to have it totaled out or to buy it back salvaged. It was the consensus of the Board to have the same totaled out.

MINOR PLAT RESOLUTION 2024-14– JUSTIN RUDLAND

Planning and Zoning recommended a do pass on the minor plat.

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

Mayor Kitzmiller gave an overview of the minor plat.

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

Motion by Reade, second by Markham to approve the minor plat of Justin Rudland/Resolution 2024-14. Motion carried.

SECOND READING OF ORDINANCE 2024-09 FENCE ORDINANCE

Motion by Reade, second by Osten to approve the second reading of Ordinance 2024-09. Motion carried.

Motion by Osten, second by Reade to adopt Ordinance 2024-09. Motion carried.

UPDATE FENCE PERMIT FORM

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

APPLICATION AND CERTIFICATE FOR PAYMENT #16 WASTEWATER TREATMENT PROJECT

Motion by Markham, second by Osten to approve application. Motion carried.

SCHOOL RESOURCE OFFICER AGREEMENT

Motion by Markham, second by Reade to approve agreement. Motion carried.

BLUE PEAK FRANCHISE AGREEMENT – ORDINANCE 2024-10

Motion by Markham, second by Osten to approve the first reading of Ordinance 2024-10. Motion carried.

Motion by Osten, second by Reade to set the second reading for August 1st, 2024. Motion carried.

ROOF PERMIT FORM

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

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

CITIZEN INPUT- Gwenn spoke on Summerfest and praised city staff.

UPCOMING EVENTS:

The Summerset Police Department will be doing a gun raffle with proceeds going to the Cops and Kids Program. Ticket sales began on July 13th. The drawing will be held on August 24th, 2024.

Food Truck Night will be Wednesday, July 24th @ Summerset City Hall – sponsored by Piedmont Valley Chamber of Commerce.

ITEMS FROM CITY ATTORNEY- absent

Executive Session per SDCL 1-25-2 for discussing legal, economic development, and personnel issues.

ADJOURNMENT

Motion by Osten, second by Markam to adjourn at 6:35pm. Motion carried.

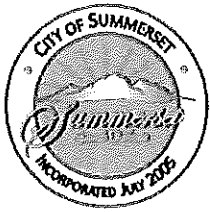
(SEAL)

Michael Kitzmiller, Mayor

ATTEST:

Brielle, Schrock, Finance Officer

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



City of Summerset, SD

Payable Register

Payable Detail by Vendor Name

Packet: APPKT00088 - PYPKT00153 - July 2024 Payroll

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Vendor: 0322 - AFLAC Remittance Processing										Vendor Total: 96.72
INV0000142	Invoice	7/26/2024	7/26/2024	7/26/2024	7/26/2024	96.72	0.00	0.00	0.00	96.72
AFLAC Disability	BANKEFT - BANK WEST EFT				No	Payment Date: 7/26/2024				Bank Draft: DFT0000163
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
AFLAC Disability	NA		0.00	0.00	96.72	0.00	0.00	0.00	96.72	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
998-0000-21840	Accident Insurance				96.72	0%				
Vendor: 1952 - Child Support Payment Center										Vendor Total: 442.00
INV0000143	Invoice	7/26/2024	7/26/2024	7/26/2024	7/26/2024	442.00	0.00	0.00	0.00	442.00
Child Support Garnishment	BANKW - BANK WEST				No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Child Support Garnishment	NA		0.00	0.00	442.00	0.00	0.00	0.00	442.00	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
998-0000-21810	Garnishment Payable				442.00	0%				
Vendor: 1813 - Davis, Owen										Vendor Total: 368.48
Health corr	Invoice	7/26/2024	7/26/2024	7/26/2024	7/26/2024	368.48	0.00	0.00	0.00	368.48
Health ins corr June for July premium	BANKW - BANK WEST				No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Health ins corr June for July premium	NA		0.00	0.00	368.48	0.00	0.00	0.00	368.48	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
998-0000-21830	Medical Ins Payable				368.48	100.00%				
Vendor: 0468 - Delta Dental										Vendor Total: 1,084.00
1918656	Invoice	7/26/2024	7/26/2024	7/26/2024	7/26/2024	1,084.00	0.00	0.00	0.00	1,084.00
July 2024 Emp Dental	BANKW - BANK WEST				No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
July 2024 Emp Dental	NA		0.00	0.00	1,084.00	0.00	0.00	0.00	1,084.00	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
998-0000-21800	Dental & Vision Ins Payable				1,084.00	100.00%				
Vendor: 0041 - Health Pool of SD										Vendor Total: 15,144.05
2024-6773	Invoice	7/26/2024	7/26/2024	7/26/2024	7/26/2024	15,141.55	0.00	0.00	0.00	15,141.55
July 2024 Emp Health/ Life	BANKW - BANK WEST				No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
July 2024 Emp Health/ Life	NA		0.00	0.00	15,141.55	0.00	0.00	0.00	15,141.55	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
998-0000-21830	Medical Ins Payable				15,141.55	100.00%				
June short pay	Invoice	7/26/2024	7/26/2024	7/26/2024	7/26/2024	2.50	0.00	0.00	0.00	2.50
June short pay- payroll	BANKW - BANK WEST				No					

Payable Register

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code		On Hold							
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
June short pay- payroll	NA	0.00	0.00	2.50	0.00	0.00	0.00	2.50		
Distributions										
Account Number	Account Name	Project Account Key		Amount	Percent					
998-0000-21830	Medical Ins Payable			2.50	100.00%					

Vendor: 0011 - SDRS

Vendor Total: 11,540.90

INV0000144	Invoice	7/26/2024	7/26/2024	7/26/2024	7/26/2024	4,767.70	0.00	0.00	0.00	4,767.70
SDRS 6%	BANKEFT - BANK WEST EFT		No			Payment Date: 7/26/2024		Bank Draft:		DFT0000164

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total	
SDRS 6%	NA	0.00	0.00	4,767.70	0.00	0.00	0.00	4,767.70	
Distributions									
Account Number	Account Name	Project Account Key		Amount	Percent				
211-0000-21910	SDRS Payable			205.24	0%				
101-0000-21910	SDRS Payable			3,023.44	0%				
604-0000-21910	SDRS Payable			1,539.02	0%				

INV0000145	Invoice	7/26/2024	7/26/2024	7/26/2024	7/26/2024	6,773.20	0.00	0.00	0.00	6,773.20
SDRS 8%	BANKEFT - BANK WEST EFT		No			Payment Date: 7/26/2024		Bank Draft:		DFT0000165

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total	
SDRS 8%	NA	0.00	0.00	6,773.20	0.00	0.00	0.00	6,773.20	
Distributions									
Account Number	Account Name	Project Account Key		Amount	Percent				
101-0000-21910	SDRS Payable			6,773.20	0%				

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

Vendor Total: 625.00

INV0000146	Invoice	7/26/2024	7/26/2024	7/26/2024	7/26/2024	625.00	0.00	0.00	0.00	625.00
SDRS Supplemental	BANKW - BANK WEST		No							

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total	
SDRS Supplemental	NA	0.00	0.00	625.00	0.00	0.00	0.00	625.00	
Distributions									
Account Number	Account Name	Project Account Key		Amount	Percent				
101-0000-21910	SDRS Payable			470.03	0%				
604-0000-21910	SDRS Payable			154.97	0%				

Vendor: 0128 - United States Treasury

Vendor Total: 19,310.05

INV0000147	Invoice	7/26/2024	7/26/2024	7/26/2024	7/26/2024	6,381.87	0.00	0.00	0.00	6,381.87
Federal W/H	BANKEFT - BANK WEST EFT		No			Payment Date: 7/26/2024		Bank Draft:		DFT0000166

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total	
Federal W/H	NA	0.00	0.00	6,381.87	0.00	0.00	0.00	6,381.87	
Distributions									
Account Number	Account Name	Project Account Key		Amount	Percent				
211-0000-21710	Payroll Tax Payable			183.04	0%				
604-0000-21710	Payroll Tax Payable			1,038.48	0%				
101-0000-21710	Payroll Tax Payable			5,160.35	0%				

INV0000148	Invoice	7/26/2024	7/26/2024	7/26/2024	7/26/2024	10,477.74	0.00	0.00	0.00	10,477.74
Social Security	BANKEFT - BANK WEST EFT		No			Payment Date: 7/26/2024		Bank Draft:		DFT0000167

Payable Register

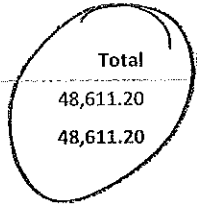
Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description		Bank Code		On Hold						
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Social Security	NA		0.00	0.00	10,477.74	0.00	0.00	0.00	10,477.74	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
<u>211-0000-21710</u>	Payroll Tax Payable				209.80	0%				
<u>604-0000-21710</u>	Payroll Tax Payable				1,513.20	0%				
<u>101-0000-21710</u>	Payroll Tax Payable				8,754.74	0%				

<u>INV0000149</u>	Invoice	7/26/2024	7/26/2024	7/26/2024	7/26/2024	2,450.44	0.00	0.00	0.00	2,450.44
Medicare	BANKEFT - BANK WEST EFT			No	Payment Date: 7/26/2024		Bank Draft:		DFT0000168	

Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Medicare	NA		0.00	0.00	2,450.44	0.00	0.00	0.00	2,450.44	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
<u>211-0000-21710</u>	Payroll Tax Payable				49.06	0%				
<u>604-0000-21710</u>	Payroll Tax Payable				353.86	0%				
<u>101-0000-21710</u>	Payroll Tax Payable				2,047.52	0%				

Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	12	48,611.20	0.00	0.00	0.00	48,611.20	30,947.67	17,663.53
	Grand Total:	48,611.20	0.00	0.00	0.00	48,611.20	30,947.67	17,663.53



Account Summary

<u>Account</u>	<u>Name</u>	<u>Amount</u>
<u>101-0000-21710</u>	Payroll Tax Payable	15,962.61
<u>101-0000-21910</u>	SDRS Payable	10,266.67
	Total:	26,229.28

<u>Account</u>	<u>Name</u>	<u>Amount</u>
<u>211-0000-21710</u>	Payroll Tax Payable	441.90
<u>211-0000-21910</u>	SDRS Payable	205.24
	Total:	647.14

<u>Account</u>	<u>Name</u>	<u>Amount</u>
<u>604-0000-21710</u>	Payroll Tax Payable	2,905.54
<u>604-0000-21910</u>	SDRS Payable	1,693.99
	Total:	4,599.53

<u>Account</u>	<u>Name</u>	<u>Amount</u>
<u>998-0000-21800</u>	Dental & Vision Ins Payable	1,084.00
<u>998-0000-21810</u>	Garnishment Payable	442.00
<u>998-0000-21830</u>	Medical Ins Payable	15,512.53
<u>998-0000-21840</u>	Accident Insurance	96.72
	Total:	17,135.25



Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total	
Payable Description	Bank Code				On Hold						
Vendor: 1098 - A&B Business Solutions										Vendor Total:	45.00
IN1174100	Invoice	8/1/2024	8/1/2024	8/1/2024	8/1/2024	45.00	0.00	0.00	0.00	45.00	
Water machine monthly usage	BANKW - BANK WEST				No						
Items											
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total			
Water machine monthly usage	NA	0.00	0.00	45.00	0.00	0.00	0.00	45.00			
Distributions											
Account Number	Account Name	Project Account Key			Amount	Percent					
101-4192-43400	Equip Expense				45.00	100.00%					
Vendor: 1111 - Ambrose, Jonathan										Vendor Total:	50.00
August 2024	Invoice	8/1/2024	8/1/2024	8/1/2024	8/1/2024	50.00	0.00	0.00	0.00	50.00	
Cell phone stipend	BANKW - BANK WEST				No						
Items											
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total			
Cell phone stipend	NA	0.00	0.00	50.00	0.00	0.00	0.00	50.00			
Distributions											
Account Number	Account Name	Project Account Key			Amount	Percent					
604-4000-42810	Phone				50.00	100.00%					
Vendor: 1808 - Anglin, Mitch										Vendor Total:	50.00
August 2024	Invoice	8/1/2024	8/1/2024	8/1/2024	8/1/2024	50.00	0.00	0.00	0.00	50.00	
Cell phone stipend	BANKW - BANK WEST				No						
Items											
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total			
Cell phone stipend	NA	0.00	0.00	50.00	0.00	0.00	0.00	50.00			
Distributions											
Account Number	Account Name	Project Account Key			Amount	Percent					
101-4310-42810	Phone				50.00	100.00%					
Vendor: 1816 - AT&T Mobility										Vendor Total:	652.70
287320061570	Invoice	8/1/2024	8/1/2024	8/1/2024	8/1/2024	652.70	0.00	0.00	0.00	652.70	
PD cell phones	BANKW - BANK WEST				No						
Items											
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total			
PD cell phones	NA	0.00	0.00	652.70	0.00	0.00	0.00	652.70			
Distributions											
Account Number	Account Name	Project Account Key			Amount	Percent					
101-4210-42810	Phone				652.70	100.00%					
Vendor: 1906 - Birgen, Nicholin										Vendor Total:	50.00
August 2024	Invoice	8/1/2024	8/1/2024	8/1/2024	8/1/2024	50.00	0.00	0.00	0.00	50.00	
Cell phone stipend	BANKW - BANK WEST				No						
Items											
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total			
Cell phone stipend	NA	0.00	0.00	50.00	0.00	0.00	0.00	50.00			
Distributions											
Account Number	Account Name	Project Account Key			Amount	Percent					
101-4140-42810	Phone				50.00	100.00%					
Vendor: 0246 - Golden West Technologies										Vendor Total:	180.00

Payable Register

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
426772	Invoice	8/1/2024	8/1/2024	8/1/2024	8/1/2024	180.00	0.00	0.00	0.00	180.00

Security Billable Labor

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Security Billable Labor	NA	0.00	0.00	180.00	0.00	0.00	0.00	180.00

Account Number	Account Name	Project Account Key	Amount	Percent
101-4192-42200	Prof Fees Expense		180.00	100.00%

Vendor: 1975 - Hamelin, Anna Vendor Total: 400.00

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
August 2024	Invoice	8/1/2024	8/1/2024	8/1/2024	8/1/2024	400.00	0.00	0.00	0.00	400.00

New hire uniform stipend

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
New hire uniform stipend	NA	0.00	0.00	400.00	0.00	0.00	0.00	400.00

Account Number	Account Name	Project Account Key	Amount	Percent
101-4210-42850	Uniform Allowance		400.00	100.00%

Vendor: 1133 - HDR Engineering, Inc Vendor Total: 14,187.05

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
1200638411	Invoice	8/1/2024	8/1/2024	8/1/2024	8/1/2024	14,187.05	0.00	0.00	0.00	14,187.05

Professional Services

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Professional Services	NA	0.00	0.00	14,187.05	0.00	0.00	0.00	14,187.05

Account Number	Account Name	Project Account Key	Amount	Percent
604-4000-42200	Prof Fees Expense		14,187.05	100.00%

Vendor: 1506 - Hermanson Egge Engineering, Inc. Vendor Total: 120.00

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
2024.170	Invoice	8/1/2024	8/1/2024	8/1/2024	8/1/2024	120.00	0.00	0.00	0.00	120.00

Construction Inspections

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Construction Inspections	NA	0.00	0.00	120.00	0.00	0.00	0.00	120.00

Account Number	Account Name	Project Account Key	Amount	Percent
101-4196-42200	Prof Fees Expense		120.00	100.00%

Vendor: 1513 - Hirsch, Clyde Vendor Total: 50.00

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
August 2024	Invoice	8/1/2024	8/1/2024	8/1/2024	8/1/2024	50.00	0.00	0.00	0.00	50.00

Cell phone stipend

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Cell phone stipend	NA	0.00	0.00	50.00	0.00	0.00	0.00	50.00

Account Number	Account Name	Project Account Key	Amount	Percent
101-4110-42810	Phone		50.00	100.00%

Vendor: 1953 - I&S Group, Inc. Vendor Total: 1,000.00

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
106958	Invoice	8/1/2024	8/1/2024	8/1/2024	8/1/2024	1,000.00	0.00	0.00	0.00	1,000.00

Capital Improvement Planning

Payable Register

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
Capital Improvement Planning	NA	0.00	0.00	1,000.00	0.00	0.00	0.00	1,000.00		
Distributions										
Account Number	Account Name	Project Account Key	Amount	Percent						
101-4110-42200	Prof Fees Expense		1,000.00	100.00%						

Vendor Total: 50.00

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

August 2024	Invoice	8/1/2024	8/1/2024	8/1/2024	8/1/2024	50.00	0.00	0.00	0.00	50.00
Cell phone stipend		BANKW - BANK WEST			No					

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

Vendor Total: 50.00

Vendor: [1103 - Kitzmiller, Michael](#)

August 2024	Invoice	8/1/2024	8/1/2024	8/1/2024	8/1/2024	50.00	0.00	0.00	0.00	50.00
Cell phone stipend		BANKW - BANK WEST			No					

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

Vendor Total: 50.00

Vendor: [1970 - Markham, Gwenn](#)

Aug 2024	Invoice	8/1/2024	8/1/2024	8/1/2024	8/1/2024	50.00	0.00	0.00	0.00	50.00
Cell phone stipend		BANKW - BANK WEST			No					

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

Vendor Total: 332.31

Vendor: [0937 - MDU](#)

August 2024	Invoice	8/1/2024	8/1/2024	8/1/2024	8/1/2024	332.31	0.00	0.00	0.00	332.31
Govt building utilities		BANKW - BANK WEST			No					

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
Govt building utilities	NA	0.00	0.00	332.31	0.00	0.00	0.00	332.31		
Distributions										
Account Number	Account Name	Project Account Key	Amount	Percent						
604-4000-42800	Utility Expense		83.06	24.99%						
604-4000-42800	Utility Expense		114.58	34.48%						
101-4192-42800	Utility Expense		29.94	9.01%						
101-4310-42800	Utility Expense		26.08	7.85%						
604-4000-42800	Utility Expense		78.65	23.67%						

Vendor Total: 150.00

Vendor: [0515 - Meade County](#)

2024-03	Invoice	8/1/2024	8/1/2024	8/1/2024	8/1/2024	150.00	0.00	0.00	0.00	150.00
Septic Inspection		BANKW - BANK WEST			No					

Payable Register

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total																		
128189	Invoice	8/1/2024	8/1/2024	8/1/2024	8/1/2024	360.00	0.00	0.00	0.00	360.00																		
<table border="1"> <thead> <tr> <th>Item Description</th> <th>Commodity</th> <th>Units</th> <th>Price</th> <th>Amount</th> <th>Tax</th> <th>Shipping</th> <th>Discount</th> <th>Total</th> </tr> </thead> <tbody> <tr> <td>Septic Inspection</td> <td>NA</td> <td>0.00</td> <td>0.00</td> <td>150.00</td> <td>0.00</td> <td>0.00</td> <td>0.00</td> <td>150.00</td> </tr> </tbody> </table>											Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total	Septic Inspection	NA	0.00	0.00	150.00	0.00	0.00	0.00	150.00
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total																				
Septic Inspection	NA	0.00	0.00	150.00	0.00	0.00	0.00	150.00																				
<table border="1"> <thead> <tr> <th>Account Number</th> <th>Account Name</th> <th>Project Account Key</th> <th>Amount</th> <th>Percent</th> </tr> </thead> <tbody> <tr> <td>101-4652-42200</td> <td>Prof Fees Expense</td> <td></td> <td>150.00</td> <td>100.00%</td> </tr> </tbody> </table>											Account Number	Account Name	Project Account Key	Amount	Percent	101-4652-42200	Prof Fees Expense		150.00	100.00%								
Account Number	Account Name	Project Account Key	Amount	Percent																								
101-4652-42200	Prof Fees Expense		150.00	100.00%																								

Vendor: [1157 - Midcontinent Testing Laboratories, Inc.](#) Vendor Total: 360.00

128189	Invoice	8/1/2024	8/1/2024	8/1/2024	8/1/2024	360.00	0.00	0.00	0.00	360.00
Monthly Testin		BANKW - BANK WEST			No					

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Monthly Testin	NA	0.00	0.00	360.00	0.00	0.00	0.00	360.00

Account Number	Account Name	Project Account Key	Amount	Percent
604-4000-42620	Testing Expense		360.00	100.00%

Vendor: [1971 - Osten, Michael](#) Vendor Total: 50.00

Aug 2024	Invoice	8/1/2024	8/1/2024	8/1/2024	8/1/2024	50.00	0.00	0.00	0.00	50.00
Cell phone stipend		BANKW - BANK WEST			No					

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Cell phone stipend	NA	0.00	0.00	50.00	0.00	0.00	0.00	50.00

Account Number	Account Name	Project Account Key	Amount	Percent
101-4110-42810	Phone		50.00	100.00%

Vendor: [0008 - Rapid City Journal](#) Vendor Total: 359.28

C80A707A	Invoice	8/1/2024	8/1/2024	8/1/2024	8/1/2024	359.28	0.00	0.00	0.00	359.28
Column publishing invoices		BANKW - BANK WEST			No					

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
July 9th P&Z Minutes-0030	NA	0.00	0.00	58.83	0.00	0.00	0.00	58.83

Account Number	Account Name	Project Account Key	Amount	Percent
101-4652-42300	Publishing Exp		58.83	100.00%

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Resolution 2024-12 0029	NA	0.00	0.00	125.66	0.00	0.00	0.00	125.66

Account Number	Account Name	Project Account Key	Amount	Percent
101-4652-42300	Publishing Exp		125.66	100.00%

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
July 9th Special Meeting	NA	0.00	0.00	42.84	0.00	0.00	0.00	42.84

Account Number	Account Name	Project Account Key	Amount	Percent
101-4110-42300	Publishing Exp		42.84	100.00%

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Resolution 2024-13 0032	NA	0.00	0.00	131.95	0.00	0.00	0.00	131.95

Account Number	Account Name	Project Account Key	Amount	Percent
101-4110-42300	Publishing Exp		131.95	100.00%

Vendor: [1732 - Schieffer, Lisa](#) Vendor Total: 50.00

Aug 2024	Invoice	8/1/2024	8/1/2024	8/1/2024	8/1/2024	50.00	0.00	0.00	0.00	50.00
Cell phone stipend		BANKW - BANK WEST			No					

Payable Register

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Cell phone stipend	NA		0.00	0.00	50.00	0.00	0.00	0.00	50.00	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
101-4140-42810	Phone				50.00	100.00%				

Vendor: [1976 - Schmagel, David](#) Vendor Total: 50.00

Aug 2024	Invoice	8/1/2024	8/1/2024	8/1/2024	8/1/2024	50.00	0.00	0.00	0.00	50.00
Cell phone stipend		BANKW - BANK WEST			No					

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
Cell phone stipend	NA	0.00	0.00	50.00	0.00	0.00	0.00	50.00		
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
604-4000-42810	Phone				50.00	100.00%				

Vendor: [1746 - SCHROCK, BRIELLE](#) Vendor Total: 50.00

Aug 2024	Invoice	8/1/2024	8/1/2024	8/1/2024	8/1/2024	50.00	0.00	0.00	0.00	50.00
Cell phone stipend		BANKW - BANK WEST			No					

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
Cell phone stipend	NA	0.00	0.00	50.00	0.00	0.00	0.00	50.00		
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
101-4140-42810	Phone				50.00	100.00%				

Vendor: [1820 - Smith, Jeff](#) Vendor Total: 50.00

Aug 2024	Invoice	8/1/2024	8/1/2024	8/1/2024	8/1/2024	50.00	0.00	0.00	0.00	50.00
Cell phone stipend		BANKW - BANK WEST			No					

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

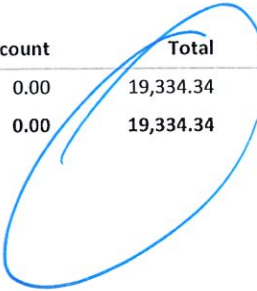
Vendor: [1162 - Tech Sales Company](#) Vendor Total: 948.00

328176	Invoice	8/1/2024	8/1/2024	8/1/2024	8/1/2024	948.00	0.00	0.00	0.00	948.00
Sewer tubing		BANKW - BANK WEST			No					

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
Sewer tubing	NA	0.00	0.00	948.00	0.00	0.00	0.00	948.00		
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
604-4000-42630	Chemicals and Lab Supplies				948.00	100.00%				

Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	24	19,334.34	0.00	0.00	0.00	19,334.34	0.00	19,334.34
	Grand Total:	19,334.34	0.00	0.00	0.00	19,334.34	0.00	19,334.34



Account Summary

<u>Account</u>	<u>Name</u>	<u>Amount</u>
101-4110-42200	Prof Fees Expense	1,000.00
101-4110-42300	Publishing Exp	174.79
101-4110-42810	Phone	150.00
101-4120-42810	Phone	50.00
101-4140-42810	Phone	150.00
101-4192-42200	Prof Fees Expense	180.00
101-4192-42800	Utility Expense	29.94
101-4192-43400	Equip Expense	45.00
101-4196-42200	Prof Fees Expense	120.00
101-4210-42810	Phone	652.70
101-4210-42850	Uniform Allowance	400.00
101-4310-42800	Utility Expense	26.08
101-4310-42810	Phone	150.00
101-4652-42200	Prof Fees Expense	150.00
101-4652-42300	Publishing Exp	184.49
Total:		3,463.00

<u>Account</u>	<u>Name</u>	<u>Amount</u>
604-4000-42200	Prof Fees Expense	14,187.05
604-4000-42620	Testing Expense	360.00
604-4000-42630	Chemicals and Lab Supplies	948.00
604-4000-42800	Utility Expense	276.29
604-4000-42810	Phone	100.00
Total:		15,871.34



City of Summerset, SD

Payable Register

Payable Detail by Vendor Name

Packet: APPKT00087 - Open payables as of 7.25 recon

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

Vendor: [1665 - Cardmember Services](#)

Vendor Total: 21,563.64

June 2024-2R	Invoice	7/25/2024	7/25/2024	7/25/2024	7/25/2024	132.21	0.00	0.00	0.00	132.21
June Reversal and Payment	BANKEFT - BANK WEST EFT				No	Payment Date: 7/25/2024		Bank Draft:		DFT0000160

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
June Reversal and Payment	NA	0.00	0.00	132.21	0.00	0.00	0.00	132.21

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
101-4210-42611	Fuel Expense		105.43	79.74%
101-4210-42500	Repair/Maint Expense		26.78	20.26%

June 2024R	Invoice	7/25/2024	7/25/2024	7/25/2024	7/25/2024	14,302.75	0.00	0.00	0.00	14,302.75
June Reversal and Payment	BANKEFT - BANK WEST EFT				No	Payment Date: 7/25/2024		Bank Draft:		DFT0000159

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
June Reversal and Payment	NA	0.00	0.00	14,302.75	0.00	0.00	0.00	14,302.75

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
604-4000-42500	Repair/Maint Expense		28.56	0.20%
604-4000-42150	Postage		481.00	3.36%
101-4520-42900	Other Expense		50.00	0.35%
101-4520-42500	Repair/Maint Expense		65.91	0.46%
101-4320-42600	Supply/Material Exp		295.05	2.06%
101-4310-42600	Supply/Material Exp		347.90	2.43%
101-4310-42500	Repair/Maint Expense		8,377.00	58.57%
101-4210-42900	Other Expense		5.00	0.03%
101-4210-42730	Training Expense		1,020.60	7.14%
101-4210-42700	Travel/Conf Expense		229.21	1.60%
101-4210-42600	Supply/Material Exp		58.40	0.41%
101-4210-42500	Repair/Maint Expense		251.28	1.76%
101-4210-42150	Postage		37.78	0.26%
101-4140-42600	Supply/Material Exp		313.08	2.19%
101-4140-42900	Other Expense		303.55	2.12%
101-4110-42600	Supply/Material Exp		38.98	0.27%
604-4000-42500	Repair/Maint Expense		1,725.58	12.06%
101-4520-42500	Repair/Maint Expense		249.06	1.74%
604-4000-42600	Supply/Material Exp		315.81	2.21%
604-4000-42610	Auto Expense		109.00	0.76%

May 2024R	Invoice	6/20/2024	6/20/2024	6/20/2024	6/20/2024	7,128.68	0.00	0.00	0.00	7,128.68
Reversal and Payment	BANKEFT - BANK WEST EFT				No	Payment Date: 6/20/2024		Bank Draft:		DFT0000157

Payable Register

Packet: APPKT00087 - Open payables as of 7.25 recon

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Reversal and Payment	NA		0.00	0.00	7,128.68	0.00	0.00	0.00	7,128.68	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
604-4000-42150	Postage				477.80	6.70%				
101-4652-42200	Prof Fees Expense				171.34	2.40%				
101-4520-42600	Supply/Material Exp				1,339.38	18.79%				
101-4320-42610	Auto Expense				66.00	0.93%				
101-4320-42730	Training Expense				570.64	8.00%				
101-4310-42500	Repair/Maint Expense				1,673.38	23.47%				
101-4310-42500	Repair/Maint Expense				45.90	0.64%				
101-4210-42600	Supply/Material Exp				16.99	0.24%				
101-4210-42500	Repair/Maint Expense				249.35	3.50%				
101-4210-42150	Postage				25.50	0.36%				
101-4210-43400	Equip Expense				73.16	1.03%				
101-4140-42600	Supply/Material Exp				134.69	1.89%				
101-4140-42150	Postage				0.75	0.01%				
101-4120-42900	Other Expense				50.00	0.70%				
604-4000-42630	Chemicals and Lab Supplies				17.83	0.25%				
604-4000-42500	Repair/Maint Expense				116.82	1.64%				
604-4000-42700	Travel/Conf Expense				592.85	8.32%				
604-4000-42600	Supply/Material Exp				1,340.38	18.80%				
101-4192-42600	Supply/Material Exp				107.24	1.50%				
101-4192-42500	Repair/Maint Expense				58.68	0.82%				

Vendor: [1245 - SD State Treasurer](#)

Vendor Total: 2,012.95

June 2024R	Invoice	7/25/2024	7/25/2024	7/25/2024	7/25/2024	1,036.35	0.00	0.00	0.00	1,036.35
June Reversal and Payment		BANKEFT - BANK WEST EFT			No	Payment Date: 7/25/2024		Bank Draft:		DFT0000162

Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
June Reversal and Payment	NA		0.00	0.00	1,036.35	0.00	0.00	0.00	1,036.35	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
101-0000-21700	Sales Tax Payable				1,036.35	100.00%				

May 2024R	Invoice	6/20/2024	6/20/2024	6/20/2024	6/20/2024	976.60	0.00	0.00	0.00	976.60
May Reversal and Payment		BANKEFT - BANK WEST EFT			No	Payment Date: 6/20/2024		Bank Draft:		DFT0000161

Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
May Reversal and Payment	NA		0.00	0.00	976.60	0.00	0.00	0.00	976.60	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
101-0000-21700	Sales Tax Payable				976.60	100.00%				

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

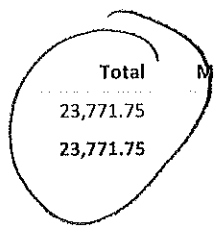
Vendor Total: 195.16

0940391	Invoice	7/25/2024	7/25/2024	7/25/2024	7/25/2024	195.16	0.00	0.00	0.00	195.16
Gvt Bldg Janitorial		BANKW - BANK WEST			No					

Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Gvt Bldg Janitorial	NA		0.00	0.00	195.16	0.00	0.00	0.00	195.16	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
101-4192-42200	Prof Fees Expense				195.16	100.00%				

Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	6	23,771.75	0.00	0.00	0.00	23,771.75	23,576.59	195.16
Grand Total:		23,771.75	0.00	0.00	0.00	23,771.75	23,576.59	195.16



Account Summary

<u>Account</u>	<u>Name</u>	<u>Amount</u>
101-0000-21700	Sales Tax Payable	2,012.95
101-4110-42600	Supply/Material Exp	38.98
101-4120-42900	Other Expense	50.00
101-4140-42150	Postage	0.75
101-4140-42600	Supply/Material Exp	447.77
101-4140-42900	Other Expense	303.55
101-4192-42200	Prof Fees Expense	195.16
101-4192-42500	Repair/Maint Expense	58.68
101-4192-42600	Supply/Material Exp	107.24
101-4210-42150	Postage	63.28
101-4210-42500	Repair/Maint Expense	527.41
101-4210-42600	Supply/Material Exp	75.39
101-4210-42611	Fuel Expense	105.43
101-4210-42700	Travel/Conf Expense	229.21
101-4210-42730	Training Expense	1,020.60
101-4210-42900	Other Expense	5.00
101-4210-43400	Equip Expense	73.16
101-4310-42500	Repair/Maint Expense	10,096.28
101-4310-42600	Supply/Material Exp	347.90
101-4320-42600	Supply/Material Exp	295.05
101-4320-42610	Auto Expense	66.00
101-4320-42730	Training Expense	570.64
101-4520-42500	Repair/Maint Expense	314.97
101-4520-42600	Supply/Material Exp	1,339.38
101-4520-42900	Other Expense	50.00
101-4652-42200	Prof Fees Expense	171.34
Total:		18,566.12

<u>Account</u>	<u>Name</u>	<u>Amount</u>
604-4000-42150	Postage	958.80
604-4000-42500	Repair/Maint Expense	1,870.96
604-4000-42600	Supply/Material Exp	1,656.19
604-4000-42610	Auto Expense	109.00
604-4000-42630	Chemicals and Lab Supplies	17.83
604-4000-42700	Travel/Conf Expense	592.85
Total:		5,205.63

Required Report

July 2024 Commissioner Kitzmiller

MEETINGS

- Attended 2 Commission Meeting
- Attended several Meetings

PUBLIC WORKS

Almost daily calls or text messages with our City Administrator.

- I am working directly with City department Commissioners and Department heads on Citizen input/concerns.
- Budget sheets have been provided to Department heads.
- Budget Tuesday and Wednesday.

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

Sid Reade
Finance Commissioner

Month of: July, 2024

Meetings:

- Attended two regular commission meetings
- Attended Summerfest
- Attended special TIF meeting
- Attended two special budget review meetings

Contacts:

- Two contacts with City Administrator

Required Report

July

2024 Commissioner Clyde Hirsch

MEETINGS

- Attended 1 () Commission Meetings
- Attended 2 () Special Meetings.

POLICE DEPARTMENT

calls with John on plant operation

Michael Osten
Commission Report

Meetings:

Attended the Summerset regular commission meeting on 07-02-2024.

Public Works:

Called/received calls with/from Director of Public Works several times to discuss daily operations, bid on storm impact, and solar street lighting purchase.

Emails with members of the Parks board.

Met with Lindsay Shagla with HDR on 07-01-24 to review storm drainage issues. Made site visits to the two residents and spoke with Mr. Vetch on Mulberry Dr.

Received recommendations and further correspondence from Lidsay Shagla regarding Storm drain issues.

JULY'S COMMISSION REPORT

COMMISSIONER MARKHAM

MEETINGS:

- 2 - COMMISSIONER MEETINGS
- 1 - PLANNING AND ZONING MEETING
- 2 - PUBLIC SAFETY DAY MEETINGS
 - CHIEF NASSAR
 - ANTHONY KAYL
 - LISA SCHIEFFER
- BUDGET MEETINGS

POLICE DEPARTMENT:

- WEEKLY TOUCH BASE WITH CHIEF NASSER
 - BUILDING BUDGET
 - DAY TO DAY OPERATIONS
 - JULY 4TH EVENING RIDE ALONG
 - PUBLIC SAFETY DAY

OTHER BUSINESS:

- CONVERSATION WITH COMMISSIONER OSTEN
- ATTENDED SUMMERFEST
- ATTENDED FOOD TRUCK NIGHTS
- MEETING WITH CITIZEN IN COMMUNITY REGARDING SPEEDING ON GLENWOOD
- VISITED WITH CLUB FOR BOYS:
 - REGARDING DUNK TANK
- VARIOUS EMAILS WITH:
 - CHIEF NASSER
 - LISA SCHIFFER
- MONITORED FACEBOOK PAGE



All American Siding & Windows Inc. and USA Roofing LLC

Client: Summerset Municipal
Property: 7055 Leisure Lane
Summerset, SD 57718

Operator: SMTSHENN

Estimator: Shane Hennies
Company: All American Siding & Windows Inc. and USA
Roofing LLC
Business: 3745 Anderson Road
Rapid City, SD 57703

Business: (605) 430-4207
E-mail: smtshennies@yahoo.com

Type of Estimate: Hail
Date Entered: 7/17/2024

Date Assigned:

Price List: SDRC8X_JUL24
Labor Efficiency: Restoration/Service/Remodel
Estimate: 2024-07-17-0958



2024-07-17-0958

Roofing

Roofing

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
1. Remove Laminated - comp. shingle rfg. - w/out felt	92.66 SQ	69.10	0.00	130.68	6,533.49
2. Drip edge	146.00 LF	0.00	3.38	20.79	514.27
Rakes only. Gutter apron is undamaged.					
3. Roofing felt - 15 lb.	62.18 SQ	0.00	42.92	84.48	2,753.25
4. Ice & water barrier	30.48 SF	0.00	2.05	2.16	64.64
5. Flashing - pipe jack	1.00 EA	0.00	61.69	2.35	64.04
6. Roof vent - turtle type - Metal	11.00 EA	0.00	83.15	35.34	949.99
7. Laminated - comp. shingle rfg. - w/out felt	102.00 SQ	0.00	305.23	1,520.54	32,654.00
8. Hip / Ridge cap - Standard profile - composition shingles	363.00 LF	0.00	7.08	121.35	2,691.39
9. Remove Additional charge for steep roof - 7/12 to 9/12 slope	92.66 SQ	15.91	0.00	30.09	1,504.31
10. Additional charge for steep roof - 7/12 to 9/12 slope	92.66 SQ	0.00	62.16	117.56	5,877.31
Total: Roofing				2,065.34	53,606.69

Gutters/ Downspouts

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
11. Gutter - aluminum - up to 5"	473.00 LF	0.00	10.00	277.28	5,007.28
12. Downspout - aluminum - 6"	135.00 LF	0.00	10.00	99.30	1,449.30
Totals: Gutters/ Downspouts				376.58	6,456.58
Total: Roofing				2,441.92	60,063.27
Line Item Totals: 2024-07-17-0958				2,441.92	60,063.27



All American Siding & Windows Inc. and USA Roofing LLC

Client: Summerset Municipal
Property: 7055 Leisure Lane
Summerset, SD 57718

Operator: SMTSHENN

Estimator: Shane Hennies
Company: All American Siding & Windows Inc. and USA
Roofing LLC
Business: 3745 Anderson Road
Rapid City, SD 57703

Business: (605) 430-4207
E-mail: smtshennies@yahoo.com

Type of Estimate: Hail

Date Entered: 7/17/2024

Date Assigned:

Price List: SDRC8X_JUL24

Labor Efficiency: Restoration/Service/Remodel

Estimate: 2024-07-17-0958



All American Siding & Windows Inc. and USA Roofing LLC

2024-07-17-0958

Roofing

Roofing

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
1. Remove Laminated - High grd - impact resist shingle - w/out felt	92.66 SQ	69.10	0.00	130.68	6,533.49
2. Drip edge	146.00 LF	0.00	3.38	20.79	514.27
Rakes only. Gutter apron is undamaged.					
3. Roofing felt - 15 lb.	62.18 SQ	0.00	42.92	84.48	2,753.25
4. Ice & water barrier	30.48 SF	0.00	2.05	2.16	64.64
5. Flashing - pipe jack	4.00 EA	0.00	61.69	9.41	256.17
6. R&R Rain cap - 8"	1.00 EA	5.70	63.27	3.85	72.82
7. Laminated - High grd - impact resist shingle - w/out felt	102.00 SQ	0.00	370.66	2,021.48	39,828.80
8. Continuous ridge vent - shingle-over style	340.00 LF	0.00	11.91	179.66	4,229.06
9. Hip / Ridge cap - Standard profile - composition shingles	363.00 LF	0.00	7.08	121.35	2,691.39
10. Remove Additional charge for steep roof - 7/12 to 9/12 slope	92.66 SQ	15.91	0.00	30.09	1,504.31
11. Additional charge for steep roof - 7/12 to 9/12 slope	92.66 SQ	0.00	62.16	117.56	5,877.31
Total: Roofing				2,721.51	64,325.51

Gutters/ Downspouts

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
12. Gutter - aluminum - up to 5"	473.00 LF	0.00	10.00	277.28	5,007.28
13. Downspout - aluminum - 6"	135.00 LF	0.00	10.00	99.30	1,449.30
Totals: Gutters/ Downspouts				376.58	6,456.58
Total: Roofing				3,098.09	70,782.09
Line Item Totals: 2024-07-17-0958				3,098.09	70,782.09



Renatus Exteriors
Corporate Headquarters
730 South Street
Rapid City, SD 57701
7704028179
www.renatusexteriors.com

Regional Branch
730 South St
Rapid City, SD 57701
Ph: 605-340-0399
Fax: None

Customer
Tony, City Of Summerset 7055 Ielsure Ln Summerset, SD 57718 6054306911 akayl@summerset.us

Company Representative
Gerard Torno (605) 641-3327 gerard@renatusexteriors.com

Description	Quantity	Price
ROOFING		
Shingles Malarkey Vista Vista AR Class 4 IR *Roof Replacement as per Insurance scope of repairs * Tear Off 1 Layer of existing roofing shingles and felt * Replace any un-nailable decking at \$100 per sheet * Install 1 Layer of new synthetic felt underlayment nailed to deck using approved fasteners. * Replace all Pipe Boots, Roof Vents and Re-flash as needed. * Install Ice/Water shield moisture barrier in all valleys. * Install Ridge Cap on Hips & Ridges * Remove & Replace 1.5" Drip Edge Painted IF NEEDED * Tear off & haul away debris with onsite dumpster * Full & Thorough Cleanup * Limited Lifetime Warranty on materials from manufacturer	105.00 SQ	\$52,500.00
GUTTERS		
Gutters 5" Gutters 5' K-Style Gutters Trough- Downspouts-	620.00 LF	\$6,975.00
SIDING		
Siding LP DianomdKote 8" Lap * Removal and Disposal of existing materials * Inspection of sheathing * If sheathing needs to be replaced (\$100 per sheet) * Installation of HouseWrap (Vapor Barrier) * Installation of NEW premium siding materials. * Caulking and Thorough Clean up.	10.00 SQ	\$13,250.00
Subtotal		\$72,725.00
Total		\$72,725.00

Grand Total: \$72,725.00

PAYMENT SCHEDULE

Full Payment Due upon Completion of Job	72725.00
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Rapid Exteriors Inc.
 3317 E. Fairgrounds Loop
 Spearfish, SD 57783
 Phone: (605) 717-2104
 rapidexteriors.com

Date: 05/03/21
 Representative: Kane Diers
 (605) 431-6458
 kanediers@yahoo.com
 Estimate #: ESTLead-1

Customer: Summerset City Administration Building	Main Phone: (605) 390-2043	Work Phone:	Cell Phone:
Customer/Project Address: 7055 Leisure Lane	City: Summerset	State: SD	Zip: 57718

Insurance, Roofing

30 year Lam

#	Item	Qty	Unit	Price	Total
1	Tear off, Tear off haul and dispose of comp. shingles - Laminated	92.52	SQ	\$69.01	\$6,384.81
2	Roofing felt - 15 lb.	65.26	SQ	\$42.93	\$2,801.61
3	Ice & water shield	3,045.00	SF	\$1.51	\$4,597.95
4	Laminated - comp. shingle rfg. - w/out felt	102.30	SQ	\$305.23	\$31,225.03
5	R&R Hip / Ridge cap - composition shingles	364.00	LF	\$8.05	\$2,930.20
6	R&R Drip edge/gutter apron	507.66	LF	\$3.87	\$1,964.64
7	R&R Valley metal	187.50	LF	\$8.13	\$1,524.38
8	R&R Continuous ridge vent - shingle-over style	128.00	LF	\$9.65	\$1,235.20
9	R&R Flashing - pipe jack	4.00	EA	\$72.18	\$288.72
10	Additional charge for high roof 2 stories or more	25.89	SQ	\$17.24	\$446.34
11	Additional charge for high roof (2 stories or greater)	28.47	SQ	\$27.45	\$781.50
12	Additional charge for steep roof - 7/12 to 9/12	92.52	SQ	\$62.15	\$5,750.12
13	Additional charge for steep roof - 7/12 to 9/12 slope	102.30	SQ	\$46.27	\$4,733.42

Sub Total: \$64,663.92

Tax: \$3,035.08

Grand Total: \$67,699.00

Rapid Exteriors prides itself on delivering 100% customer satisfaction. We do this with exceptional service, superior quality of workmanship and attention to the small details. We will always be honest, responsible, polite, and uphold a higher standard of integrity, morals and ethics.

Terms: This agreement does not obligate the home owner or Rapid Exteriors in any way unless it is approved by the insurance company and accepted by Rapid Exteriors. When "price agreeable" is determined it shall become the final contract price and the homeowner authorizes Rapid Exteriors to obtain labor and material in accordance with the "price agreement" and the specifications set out herein. This contract constitutes the entire agreement between both parties. No other agreements, verbal or implied, are part of this contract. You may cancel this contract, without cause or expense within 3 business days of signed contract. You may not cancel this contract without expense following that date without a written authorization from the contractor. Past due accounts are subject to a service charge of 2% per month. Rapid Exteriors will furnish all materials, labor, subcontractors, equipment and other services and items required to complete this agreement to meet or exceed all state and local building codes.

- REPLACE STEP FLASHING AS NEEDED
- WRAP ALL PENETRATIONS WITH ICE/WATER BARRIER
- CLEAN UP AND HAUL OFF ALL DEBRIS, ROLL FOR NAILS
- 5 YEAR WORKMANSHIP WARRANTY STEEP SLOPE
- 2 YEAR WORKMANSHIP WARRANTY LOW SLOPE
- MATERIALS PER MANUFACTURER WARRANTY
- PROTECT LANDSCAPING AND DECK AS NECESSARY

* Plus any additional supplements paid by the Insurance Company



Rapid Exteriors Inc.
 3317 E. Fairgrounds Loop
 Spearfish, SD 57783
 Phone: (605) 717-2104
 rapidexteriors.com

Date: 07/17/24
 Representative: Kane Diers
 (605) 431-6458
 kanediers@yahoo.com
 Estimate #: ESTLead-1

Customer: ., Summerset City Administration Building	Main Phone: (605) 390-2043	Work Phone:	Cell Phone:
Customer/Project Address: 7055 Leisure Lane	City: Summerset	State: SD	Zip: 57718

Legacy CL#4 Pricing Insurance, Roofing

#	Item	Qty	Unit	Price	Total
1	Tear off, Tear off haul and dispose of comp. shingles - Laminated	92.52	SQ	\$69.01	\$6,384.81
2	Roofing felt - 15 lb.	65.26	SQ	\$42.93	\$2,801.61
3	Ice & water shield	3,045.00	SF	\$1.51	\$4,597.95
4	Laminated - Premium grd - impact resist shingle - w/out felt	102.30	SQ	\$403.69	\$41,297.49
5	R&R Hip / Ridge cap - composition shingles	364.00	LF	\$8.05	\$2,930.20
6	R&R Drip edge/gutter apron	507.66	LF	\$3.87	\$1,964.64
7	R&R Valley metal	187.50	LF	\$8.13	\$1,524.38
8	R&R Continuous ridge vent - shingle-over style	128.00	LF	\$9.65	\$1,235.20
9	R&R Flashing - pipe jack	4.00	EA	\$72.18	\$288.72
10	Additional charge for high roof 2 stories or more	25.89	SQ	\$17.24	\$446.34
11	Additional charge for high roof (2 stories or greater)	28.47	SQ	\$27.45	\$781.50
12	Additional charge for steep roof - 7/12 to 9/12	92.52	SQ	\$62.15	\$5,750.12
13	Additional charge for steep roof - 7/12 to 9/12 slope	102.30	SQ	\$46.27	\$4,733.42
Sub Total:					\$74,736.38
Tax:					\$3,508.10
Grand Total:					\$78,244.48

Rapid Exteriors prides itself on delivering 100% customer satisfaction. We do this with exceptional service, superior quality of workmanship and attention to the small details. We will always be honest, responsible, polite, and uphold a higher standard of integrity, morals and ethics.

Terms: This agreement does not obligate the home owner or Rapid Exteriors in any way unless it is approved by the insurance company and accepted by Rapid Exteriors. When "price agreeable" is determined it shall become the final contract price and the homeowner authorizes Rapid Exteriors to obtain labor and material in accordance with the "price agreement" and the specifications set out herein. This contract constitutes the entire agreement between both parties. No other agreements, verbal or implied, are part of this contract. You may cancel this contract, without cause or expense within 3 business days of signed contract. You may not cancel this contract without expense following that date without a written authorization from the contractor. Past due accounts are subject to a service charge of 2% per month. Rapid Exteriors will furnish all materials, labor, subcontractors, equipment and other services and items required to complete this agreement to meet or exceed all state and local building codes.

- REPLACE STEP FLASHING AS NEEDED
- WRAP ALL PENETRATIONS WITH ICE/WATER BARRIER
- CLEAN UP AND HAUL OFF ALL DEBRIS, ROLL FOR NAILS
- 5 YEAR WORKMANSHIP WARRANTY STEEP SLOPE
- 2 YEAR WORKMANSHIP WARRANTY LOW SLOPE
- MATERIALS PER MANUFACTURER WARRANTY
- PROTECT LANDSCAPING AND DECK AS NECESSARY

upgrade \$10,545

* Plus any additional supplements paid by the Insurance Company



CAT Construction Inc.

CAT Construction Inc.
 11700 Sturgis Rd.
 Summerset, SD 57718
 (605)718-1252
 WEB: www.catconstructioninc.com
 EMAIL: office@catconstructioninc.com

ANTHONY_KAYL

Roof and Gutters

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
1. Tear off, haul and dispose of comp. shingles - Laminated	95.64 SQ	69.01	181.86	2,310.04	9,092.02	(0.00)	9,092.02
2. Laminated - comp. shingle rfg. - w/out felt	105.33 SQ	305.23	1,806.24	11,565.96	45,522.08	(0.00)	45,522.08
3. Additional charge for high roof (2 stories or greater)	95.64 SQ	6.01	15.84	201.18	791.82	(0.00)	791.82
4. Additional charge for high roof (2 stories or greater)	95.64 SQ	27.45	72.33	918.86	3,616.51	(0.00)	3,616.51
5. Asphalt starter - universal starter course	653.30 LF	2.50	68.31	579.58	2,281.14	(0.00)	2,281.14
Includes starter strip at all eaves and gables as required by the 2018 IRC current enforced code and Manufacturer's installation instructions							
6. Ice & water barrier	7,612.50 SF	2.04	650.99	5,511.32	21,691.81	(0.00)	21,691.81
2 rows at all eaves, 1 row in valleys, and around all roof deck penetrations as required by the manufacturer's installation specifications and the 2018 IRC current enforced code.							
7. Valley metal	618.75 LF	8.14	238.51	1,796.80	7,071.94	(0.00)	7,071.94
8. Roofing felt - 15 lb.	19.52 SQ	42.92	32.57	296.46	1,166.83	(0.00)	1,166.83
9. Hip / Ridge cap - Standard profile - composition shingles	362.00 LF	10.88	177.71	1,402.06	5,518.33	(0.00)	5,518.33
10. Continuous ridge vent - shingle-over style	101.00 LF	12.86	64.81	464.49	1,828.16	(0.00)	1,828.16
11. Drip edge	160.05 LF	3.75	28.37	214.09	842.65	(0.00)	842.65
12. Drip edge/gutter apron	558.58 LF	3.87	105.12	772.11	3,038.93	(0.00)	3,038.93
13. Flashing - pipe jack	4.00 EA	69.68	12.08	99.05	389.85	(0.00)	389.85
14. Furnace vent - rain cap and storm collar, 6"	2.00 EA	82.62	9.86	59.64	234.74	(0.00)	234.74
15. Step flashing	69.00 LF	13.24	34.01	322.75	1,270.32	(0.00)	1,270.32
16. Counterflashing - Apron flashing	253.30 LF	14.18	132.53	1,268.56	4,992.89	(0.00)	4,992.89
17. Gutter / downspout - aluminum - up to 5"	596.19 LF	12.00	426.54	2,582.14	10,162.96	(0.00)	10,162.96
Includes all gutters							
18. Gutter / downspout - aluminum - 6"	103.95 LF	14.12	96.07	532.67	2,096.51	(0.00)	2,096.51
19. Tandem axle dump trailer - per load - including dump fees	1.00 EA	225.71	6.22	79.00	310.93	(0.00)	310.93
For all non roofing debris only							
Totals: Roof and Gutters			4,159.97	30,976.76	121,920.42	0.00	121,920.42

Miscellaneous

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
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CONTINUED - Miscellaneous

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
20. Taxes, insurance, permits & fees (Bid Item) Includes the building required by the City for all covered repairs, and administrative fees for filing and obtaining the permit.	1.00 EA	1,000.00	27.55	350.00	1,377.55	(0.00)	1,377.55
21. Roofer - per hour Necessary man hours to stage materials as needed manipulate soft metals and perform a full thorough final clean up when finished with construction.	24.00 HR	175.00	115.72	1,470.00	5,785.72	(0.00)	5,785.72
22. Commercial Supervision / Project Management - per hour GC supervisor hours necessary to ensure OSHA compliance, set up & tear down of wall protection system to prevent additional damages to the property.	16.00 HR	75.02	33.08	420.11	1,653.51	(0.00)	1,653.51
23. Telehandler/forklift (per day) - no operator Allows for 1 telehandler for 2 days to remove debris from roof top and stage materials to roof top	2.00 DA	550.00	30.31	385.00	1,515.31	(0.00)	1,515.31
24. Rental equipment delivery / mobilization (Bid item) Allows delivery fee for equipment for this job	1.00 EA	175.00	6.50	61.82	243.32	(0.00)	243.32
25. Barricade and warning device - setup and takedown Allows for 2 days at 12 hours per day to set up safety cones, barricades, move cones and barricades as needed throughout each day to ensure safety of all staff and community members	24.00 HR	70.50	46.62	592.20	2,330.82	(0.00)	2,330.82
26. Barricade/warning sign/traffic cone - Min. equip. charge	16.00 EA	52.50	23.14	294.00	1,157.14	(0.00)	1,157.14
Totals: Miscellaneous			282.92	3,573.13	14,063.37	0.00	14,063.37

Labor Minimums Applied

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
27. Heat, vent, & air cond. labor minimum	1.00 EA	163.03	4.50	57.06	224.59	(0.00)	224.59
Totals: Labor Minimums Applied			4.50	57.06	224.59	0.00	224.59
Line Item Totals: ANTHONY_KAYL			4,447.39	34,606.95	136,208.38	0.00	136,208.38



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Summary

Line Item Total	97,154.04
Material Sales Tax	1,722.96
Subtotal	98,877.00
Overhead	19,775.39
Profit	14,831.56
Excise Tax	2,724.43
Replacement Cost Value	\$136,208.38
Net Claim	\$136,208.38

Blake Bump
General Manager



CAT Construction Inc.

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Recap by Category

O&P Items	Total	%
GENERAL DEMOLITION	10,086.47	7.41%
HEAVY EQUIPMENT	1,275.00	0.94%
PERMITS AND FEES	1,000.00	0.73%
HEAT, VENT & AIR CONDITIONING	328.27	0.24%
LABOR ONLY	1,200.32	0.88%
ROOFING	72,449.76	53.19%
SOFFIT, FASCIA, & GUTTER	8,282.22	6.08%
TEMPORARY REPAIRS	2,532.00	1.86%
O&P Items Subtotal	97,154.04	71.33%
Material Sales Tax	1,722.96	1.26%
Overhead	19,775.39	14.52%
Profit	14,831.56	10.89%
Excise Tax	2,724.43	2.00%
Total	136,208.38	100.00%

IMPORTANT DISCLAIMER TO ALL CUSTOMERS, INSURERS, AGENTS OF INSURERS, ADJUSTERS & ENGINEERS:

Some of our customers may have a contract of insurance that covers all or part of our estimate or contract with our customer. If you are a customer, insurer, agent of insurer, adjuster, engineer, or work for an insurer, please take note that we only discuss facts and opinions of our estimates and contracts. If our customer has any contract of insurance, the contract is between the insurer and the insured. Our contract with our customer is a separate, independent contract. Our customer may ask us to provide a cost to repair damage caused by a recent storm to an insurer, agent of an insurer, adjuster, or engineer. Our authorization is limited to discussions of our estimate, contract, factual findings, and opinions, but not any policy of insurance. We are authorized to discuss our company's repair costs as a quality contractor to repair storm damage. We can explain our bills, costs, and what we believe is the total costs to repair the storm damage. As a quality contractor, our company has experience and expertise in determining how much a quality contractor will charge to repair property damaged by storm events, and in interpreting and gathering evidence of causation of damages. Prior to issuing our estimates, we have interviewed our customer about the pre-loss condition of the property, conducted an inspection of the physical evidence at the site, gathered evidence from manufacturers of materials, and discussed the procedure and labor necessary to perform a repair or replacement of the damaged property. Accordingly, we may be able to provide you with proof of loss evidence as a fact or expert witness on the damage and costs of repair of the damage at issue. Our company is not a public adjusting company, nor is it a law firm, thus we do not offer or provide public adjusting or legal services to our clients. I am not an attorney or a public adjuster, therefore, neither I nor my company is collecting a fee for such services nor will we perform such services. Accordingly, we cannot and will not discuss the policy provisions of any policy of insurance our client may have with you nor are we authorized to negotiate the compromise of any insurance claim. A condition of my willingness and authority to communicate with you is your agreement that you will not solicit any information you believe would induce me to speak of any matter that constitutes the practice of public adjusting or law.

If at any moment you believe any of our communications are impacting or may impact any issue requiring a public adjusting or law license, you are to stop the communication immediately and ask to speak to the General Counsel of our legal department. If in the course of our communications you do not request to speak with the General Counsel of our legal department, we will



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reasonably assume that you conclude that our communications are authorized, within our authority, and do not involve any issue that would require a public adjusting or law license.

All receipt and use of any communications from my company or I are conditioned upon your acknowledgment of the following conditions set forth by our General Counsel in our legal department.

MATTERS YOU MUST DIRECT TO OUR LEGAL DEPARTMENT

Please be advised that our company has a separate legal department to ensure legal and regulatory compliance of our company and employees. The legal department also deals with our customer's legal compliance and the legal rights of our company. Any and all matters deemed by your company or employees to involve issues of public adjusting or the practice of law must be directed to our legal department.

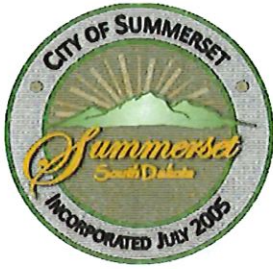
If you are an insurer, agent of an insurer, adjuster, engineer, or anyone working for an insurer and any of your questions or inquiries require the interpretation of a policy, the law, or any legal rights of an insured, you must refer the questions or inquiries to the attention of the General Counsel in our legal department. No employee of this company is authorized to communicate on issues regarding anything that may be considered the practice of law or public adjusting. If you need to discuss the legal rights under a policy of insurance or any policy terms during the review of a contract, assignment, estimate, or claim investigation as an insurer or on behalf of an insurer, you must refer any such questions or inquiries to the attention of our General Counsel in our legal department. Any questions regarding insurance benefits or an assignment of benefits (AOB) to our company, you must refer this matter to our General Counsel in our legal department. The only appropriate entity to communicate any request or opinions that you deem to relate to matters of law or policy interpretation is the General Counsel of our legal department. You are advised that directing or soliciting information from our company or employees that may be considered unlicensed public adjusting or the unlicensed practice of law may be considered a crime. To reach our General Counsel, communications to our company or employees must be made to the attention of our legal department. Communications to our legal department will be forwarded accordingly.

TORTIOUS INTERFERENCE WITH A CONTRACT

All insurers are advised and put on notice that we have a valid contract with our client for the repair of their property. It could benefit an insurer to have our client terminate or breach our contract in favor of a third party who may agree to perform a service that is either reduced in scope or price in contrast to our agreement. Please be advised that we reserve the right to bring legal action against any persons or company under a good faith belief of tortious interference with the contract between our company and our client.

WE REPORT INSURANCE FRAUD

Our company has a zero tolerance policy for insurance fraud. It is our policy that all suspected instances of insurance fraud by any persons must be reported to the General Counsel of our legal department. If we and our legal department deem that an adjuster and/or engineer had faked any fact to impact an insurance claim, which is a crime, we will report such evidence to the proper authorities. Please be advised that we are a member of the American Policyholders Association (<https://www.insurancefraud.org/jifa/nov-2019/insurers-policyholders-must-unite--a>), and we reserve the right to investigate such fraudulent conduct in good faith and report any evidence of carrier or insurance fraud by any insurer agent, adjuster, or engineer to the State Attorney General, Commissioner of Insurance, local authorities, and the relevant adjusting or engineering licensing department.



Permit #: _____
official use

City of
SUMMERSET
A GREAT PLACE TO CALL HOME

FENCE PERMIT APPLICATION - \$75

General Information (Please Print):

Property Owner Name _____ Date _____

Address _____ City, State Zip+4 _____

Email _____ Phone _____ Cell Phone _____

Address of property, or legal description, on which fence will be placed: Same as above:

Address _____ City, State Zip+4 _____

Proposed Fence:

Type of Fence: _____ Material: _____

Type of Work: New Fence Addition to Existing Fence Replacing Existing Fence

Fence Height: _____ Total Length: _____

Contractor/Installer _____ Phone _____

Instructions/Requirements:

The City of Summerset requires a fence permit for all fence installation on properties within Summerset. The cost of this permit is \$75.00. All fences are to be constructed or installed entirely on the owner's property only.

For your protection, we require fence installation contractors to be licensed by the City. No fence may be placed within a major drainage easement. Fences may not block or hinder the drainage of adjoining property or neighboring properties, either as it currently exists or will potentially exist. No fence may be installed in or encroach on any Right of Way, or on the edge of the road or street, nor along any sidewalk or pathway. Fences may not be constructed closer than two feet from any sidewalk. All fences must follow a reasonable grade in relationship to neighboring properties.

~~Fences in Sun Valley may not be constructed within 12 ½ feet of the Williston Basin Pipeline Easement. Be sure to check your plat information. Fences in residential areas may not exceed a height of six feet. Residential fences are not permitted in the front yard area. Specifically, residential fences may not be installed forward of the front corner of any home or garage. It is recommended that you contact your Homeowner's Association to verify compliance with their covenants.~~

Fences are not permitted in major drainage easement areas. Fences installed in minor drainage easements shall be constructed at your own risk and the City shall not be liable. No fence shall be erected or substantially altered without securing a placement permit from the City. All such permits shall be issued upon a written application which shall set forth fence to be constructed, the material to be used, height and exact location of the fence. All fences or walls shall be located entirely within the property of the person, or firm constructing the fence unless the owner of the adjoining property agrees, in writing, and submitted to the City, that such fence may be erected on the common property line of the respective properties. All property line discrepancies shall be handled by the property owners and not by the City. It is the property owner's responsibility to determine where the lot lines are located – the City can assist with this but cannot guarantee the location of lines. If there is any doubt, a survey, at your own cost, is recommended.

Note: The applicant is responsible for the correct placement of the fence. The city can assist in locating property pins if it is deemed necessary, if city staff is available, and requested well in advance. The City does not guarantee placement or assume any liability for missing property pins or mis-located property pins.

Any fencing issues that arise between neighbors become a civil issue between homeowners.

- During this dispute, the City may only provide the original fence permit.

APPLICANT MUST SUBMIT A MAP SHOWING THE FOLLOWING:

- Property Lines
- Location of house and any other buildings on the property
- Exact placement of the fence showing distance from all property lines
- Location of any abutting street or alley

All setback requirements should be measured from the property lines.

Locate all underground services such as water, sewer, gas, electric, and telephone, prior to construction.

Call South Dakota One Call at 1-800-781-7474. Give 48-hour notice for all locates.

CALL 811 BEFORE YOU DIG!

Acknowledgement:

I (we) hereby certify that the information given is correct and true and furthermore, I (we) agree to comply with all regulations set forth.

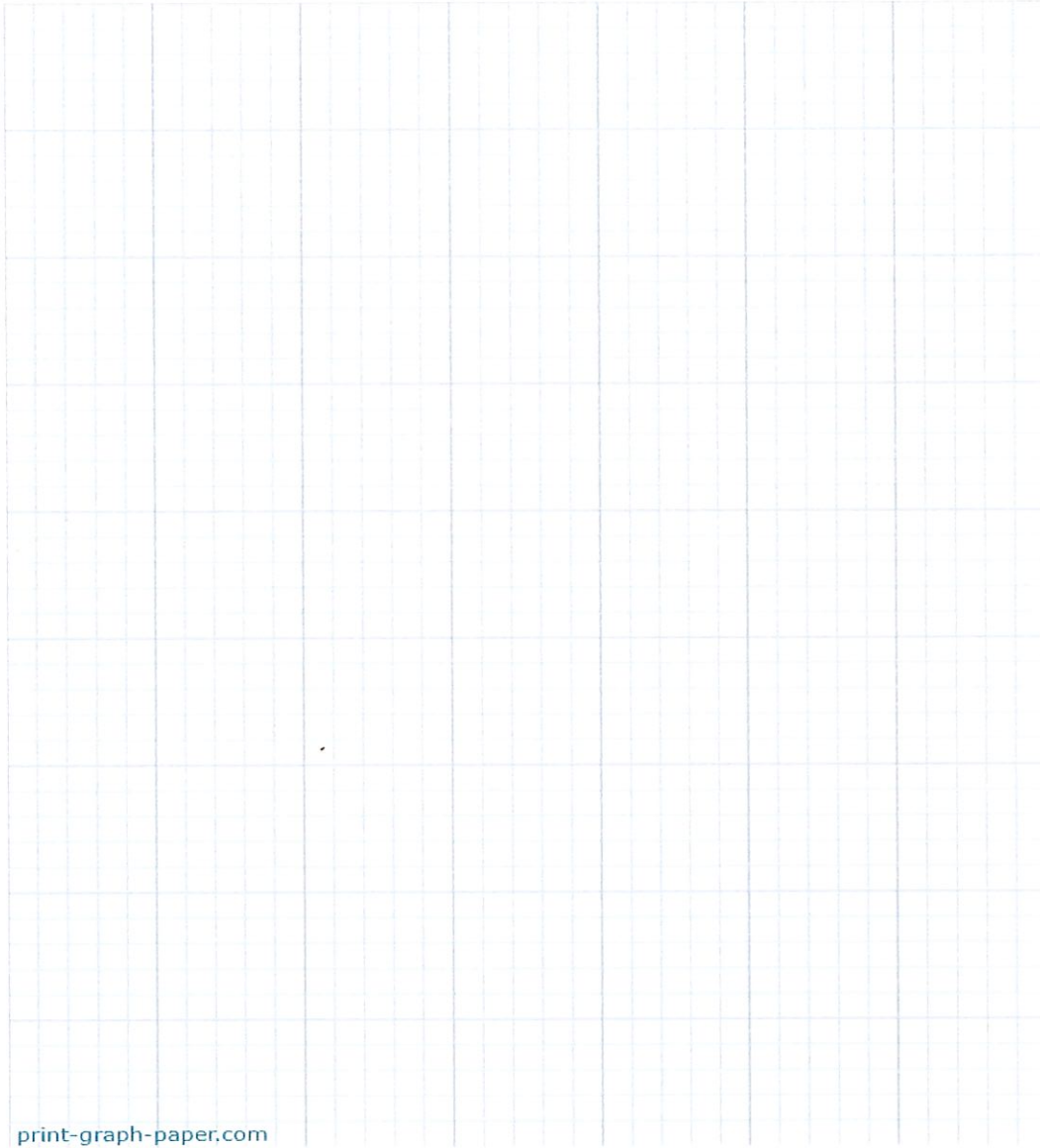
Signature _____

Date _____



Please use this page to show required details of your fencing project:

- Property Lines
- Location of house and any other buildings on the property
- Exact placement of the fence showing distance from all property lines
- Location of any abutting street or alley



print-graph-paper.com

FOR OFFICE USE ONLY

Authorized Representative: _____	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
Signature: _____	Date: _____	
Amount of Permit: \$75.00	Paid: <input type="checkbox"/> Yes <input type="checkbox"/> No	Ref# _____
Date Paid: _____	Payment Type: <input type="checkbox"/> Cash <input type="checkbox"/> Check <input type="checkbox"/> Credit Card	



APPLICATION FOR ROOF PERMIT
CITY OF SUMMERSET SD

(*Applicant must complete all items)

ADDRESS OF THE PROPOSED WORK: _____

PROPERTY OWNERS NAME: _____ Phone # _____

ROOFING CONTRACTORS NAME: _____ Phone # _____

PROPOSED WORK TO BE DONE: _____ **New/Entire Roof** _____ **Partial/Existing Roof Repair** _____

SQUARE FOOTAGE: _____

Commented [LS1]: Explanation or different language - S. Reade

NEW ENTIRE ROOFING:

Type of Roof Sheeting: _____ plywood _____ wafer board _____ other

Type of Roof Material: _____ asphalt shingles _____ membrane _____ metal _____ wood shakes _____ other

PARTIAL/EXISTING ROOFING:

Type of Roof Sheeting: _____ plywood _____ wafer board _____ other

Type of Roof Material: _____ asphalt shingles _____ membrane _____ metal _____ wood shakes _____ other

NUMBER OF EXISTING LAYERS: _____ wood _____ asphalt _____ other

TYPE OF REPAIR: _____ Residential _____ Commercial _____ Industrial _____ Other

ESTIMATED COSTS: _____
(Show total cost of construction including all materials, labor, and your own labor if you're doing the work yourself.)

I, the undersigned, hereby certify that I am familiar with all laws governing the above outlined construction work and will comply with these laws, and that the statements herein contained are true and correct to the best of my knowledge and belief.

Contracting Company or Homeowner

****NOTE:** You have NOT received your permit. Do NO work until it is issued.

OFFICE USE ONLY
PERMIT # _____
DATE ISSUED: _____
FEE: _____
CASH _____ CHECK _____ CC _____
APPROVED: _____



APPLICATION FOR ROOF PERMIT

CITY OF SUMMIT SD

(*Applicant must complete all items)

ADDRESS OF THE PROPOSED WORK: _____

PROPERTY OWNERS NAME: _____ Phone # _____

ROOFING CONTRACTORS NAME: _____ Phone # _____

PROPOSED WORK TO BE DONE: _____ New/Entire Roof _____ Partial/Existing Roof Repair

SQUARE FOOTAGE: _____

NEW ENTIRE ROOFING:

Type of Roof Sheeting: _____ plywood _____ wafer board _____ other

Type of Roof Material: _____ asphalt shingles _____ membrane _____ metal _____ wood shakes _____ other

PARTIAL/EXISTING ROOFING:

Type of Roof Sheeting: _____ plywood _____ wafer board _____ other

Type of Roof Material: _____ asphalt shingles _____ membrane _____ metal _____ wood shakes _____ other

NUMBER OF EXISTING LAYERS: _____ wood _____ asphalt _____ other

TYPE OF REPAIR: _____ Residential _____ Commercial _____ Industrial _____ Other

ESTIMATED COSTS: _____
(Show total cost of construction including all materials,
Labor, and your own labor if you're doing the work yourself.)

I, the undersigned, hereby certify that I am familiar with all laws governing the above outlined construction work and will comply with these laws, and that the statements herein contained are true and correct to the best of my knowledge and belief.

Contracting Company or Homeowner

****NOTE:** You have NOT received your permit. Do NO work until it is issued.

OFFICE USE ONLY

PERMIT # _____

DATE ISSUED: _____

FEE: _____

CASH _____ CHECK _____ CC _____

APPROVED:

RECEIVED
JUL 24 2024
BY: _____

DEVELOPMENT AGREEMENT

BETWEEN

THE CITY OF SUMMERSET, SOUTH DAKOTA

AND NORMAN RANCH SUBDIVISION, LLC

CONCERNING

TAX INCREMENT DISTRICT NUMBER THREE

CITY OF SUMMERSET, SOUTH DAKOTA

THIS DEVELOPMENT AGREEMENT (this “**Agreement**”) is made and entered into as of the ____ day of _____, 2024, by and between **CITY OF SUMMERSET**, a South Dakota home rule municipal corporation (“**CITY**”), and **NORMAN RANCH SUBDIVISION, LLC**, _____ (“**DEVELOPER**”).

WITNESSETH:

WHEREAS, on July 9th, 2024, **CITY** approved Resolution # _____ creating Tax Increment District Number Three, City of Summerset, pursuant to SDCL Chapter 11-9 (the “**District**”), and adopting a Tax Incremental Project Plan for the District, which plan identifies a grant that qualifies as a project cost pursuant to SDCL §§ 11-9-14 and SDCL 11-9-15 (the “**Project Plan**”);

WHEREAS, pursuant to SDCL § 11-9-2(5), **CITY** is empowered to enter into contracts or agreements necessary and convenient to implement the provisions and effectuate the purposes of the Project Plan; and

WHEREAS, the purpose of this Agreement is to establish the conditions under which **DEVELOPER** may be reimbursed for certain costs (as identified in the Project Plan) from the tax increments received in the District; and

WHEREAS, this Agreement also establishes the procedures by which **DEVELOPER** may assign its right to receive such tax increments, in order to secure private financing for the cost of the improvements described in the Project Plan;

NOW, THEREFORE, in consideration of the mutual promises, covenants, obligations, and benefits contained in this Agreement, **CITY** and **DEVELOPER** hereby agree as follows:

ARTICLE I. DEFINITIONS

Unless the context otherwise requires, the terms defined in this Article I shall, for all purposes of this Agreement and of any amendment, have the meanings herein specified:

“**Act**” means SDCL Chapter 11-9, as amended from time-to-time.

“**Available Tax Increment Funds**” shall mean the positive tax increments of the District actually paid to **CITY**;

“**CITY**” and “**DEVELOPER**” shall have the meanings specified above.

“**Construction Schedule**” shall mean the timetable for constructing the improvements specified in the Project Plan and this Agreement, which timetable is more particularly set forth in **Exhibit C**, attached hereto and incorporated herein for all purposes and which timetable may be amended from time-to-time pursuant to the provisions of this Agreement.

“**District**” shall have the meaning specified above.

“**Effective Date**” shall mean the twentieth (20th) day after publication by **CITY** of its City Council’s Resolution authorizing the execution of this Agreement by **CITY**.

“Grant” means the grant awarded to DEVELOPER in connection with the District, as described in Section 2.02 of this Agreement and the Project Plan, the amount of which is not to exceed \$13,200,000.

“Phase” shall mean a portion of the Project that is being constructed by DEVELOPER normally being a set number of units or acres out of the TID Property being constructed together during a specific timeline.

“Project” shall have the meaning specified in Section 3.01 of this Agreement, and as more specifically detailed in the Project Plan as (either or both) may be amended from time-to-time.

“Project Costs” means the costs identified in Exhibit B, attached hereto and incorporated herein by reference.

“Project Plan” shall mean the final Project Plan as defined in the Act, as approved and as may be amended from time-to-time by CITY.

“Public Infrastructure Improvements” shall have the meaning specified in Paragraph 3.02 of this Agreement, and as more specifically detailed in Exhibit B, the Project Plan as (either or both) may be amended from time-to-time.

“TID Property” shall mean the real property within the District and subject to the Project Plan, which is more particularly described in Exhibit A.

ARTICLE II. OBLIGATION AND REPRESENTATIONS

Section 2.01 Remittance of Tax Increment Revenues; City Expenses. The City agrees to pay to Developer through a Grant, solely funded by Tax Increment Revenues, a sum not to exceed \$12,000,000 in total over the life of the District, which equates to approximately ninety percent (90%) of the total increment. The City will receive ten percent (10%) of the annual increment generated by the TID, up to a maximum of \$1,200,000. The Developer and City shall receive their percentage of tax increment concurrently as shown in Exhibit D.

Section 2.02 Developer’s Donation of Land to the City.

The DEVELOPER agrees to donate 3± acres within the District to the CITY. The parties agree to identify the final parcel of land at a later date. A preliminary parcel of land has been identified in Exhibit E.

Section 2.03 NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THIS AGREEMENT DOES NOT CONSTITUTE A DEBT WITHIN THE MEANING OF ARTICLE 13 SECTION 4 OF THE SOUTH DAKOTA CONSTITUTION, AND NO OBLIGATION IS CREATED BEYOND A FISCAL YEAR IN WHICH AN ANNUAL APPROPRIATION HAS BEEN MADE. Annual Appropriation Grant. Subject to annual appropriation the right to receive the Available Tax Increment Funds referred to in Section 2.01 is a grant under the Act. The Grant is a personal property right vested with DEVELOPER on the date of execution of this Agreement. The Grant shall constitute a specific project cost under the Act and is deemed made on the date of the execution of this Agreement.

Section 2.04 No Certificated Tax Increment Revenue Bonds. CITY and DEVELOPER represent that they understand and agree that CITY shall not issue any certificated tax increment revenue bonds to cover any costs directly or indirectly related to DEVELOPER's improvement of the TID under this Agreement. This agreement shall constitute the only obligation.

Section 2.05 Tax Increment District Number Three. CITY represents to DEVELOPER that, as of the date hereof, the District is a Tax Increment District established by CITY pursuant to Resolution # _____ passed and approved on July 9th, 2024, and CITY has authority to carry on the functions and operations contemplated by this Agreement.

Section 2.06 Developer's Representations and Warranties. DEVELOPER represents, warrants and covenants unto CITY that:

- (a) DEVELOPER is an entity organized in the State of South Dakota;
- (b) DEVELOPER has the authority to enter into this Agreement and to perform the requirements of this Agreement;
- (c) DEVELOPER's performance under this Agreement will not violate any applicable judgment, order, law or regulation;
- (d) DEVELOPER's performance under this Agreement will not result in the creation of any claim against CITY for money or performance, any lien, charge, encumbrance or security interest upon any asset of CITY; and
- (d) DEVELOPER will have sufficient capital to perform all of its obligations under this Agreement when it needs to have said capital; and that DEVELOPER owns the TID Property.

Section 2.07 Approvals. Each of CITY and DEVELOPER represents to the other that the execution, delivery, and performance of this Agreement on its part does not require consent or approval of any person that has not been obtained.

Section 2.08 Assignment of Payments. Upon written notice to CITY, DEVELOPER may assign its rights to payments hereunder for the purposes of financing its obligations under or relating to this Agreement, *provided* that: (a) any such assignment must be accomplished via a written Assignment Agreement in form and substance acceptable to CITY, and (b) without limiting the foregoing requirement, the assignee shall agree in writing to be bound by the terms and conditions of this Agreement. If CITY makes any disbursement to any assignee, CITY shall, to the extent of such disbursement, be relieved from its obligation to make such disbursement to DEVELOPER. Except as described in this section, DEVELOPER may not assign any of its rights or obligations under or in connection with this Agreement.

Section 2.09 Continued Cooperation. Each CITY and DEVELOPER represents to the other that it shall make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires its continued cooperation.

Section 2.10 Completion of Improvements. Each CITY and DEVELOPER represents that it understands and agrees that DEVELOPER shall diligently work to successfully complete any and all required improvements in accordance with the Construction Schedule attached as Exhibit C.

Section 2.11 No General Obligation of CITY. DEVELOPER represents that it understands that any contributions made by DEVELOPER in anticipation of reimbursement from Available Tax Increment Funds shall not be, nor construed to be, a general obligation of CITY. The Agreement is payable only out of the special fund created under §11-9-31 of the Act. **THIS AGREEMENT SHALL NOT CONSTITUTE A GENERAL INDEBTEDNESS OF THE CITY NOR A CHARGE AGAINST ITS GENERAL TAXING POWER.** DEVELOPER shall bear all risks associated with reimbursement, including, but not limited to: incorrect estimates of tax increment, changes in tax rates or tax collections, changes in state law or interpretations thereof, changes in market or economic conditions impacting the project, changes in interest rates or capital markets, changes in development code requirements, default by tenants, unanticipated effects covered under legal doctrine of force majeure, and/or other unanticipated factors.

Section 2.12 Pledge of the State. The State of South Dakota pursuant to Section 11-9-39.1 of the Act has pledged to not alter any of the rights vested in this Agreement until they are fully met and discharged.

ARTICLE III. THE PROJECT

Section 3.01 The Project. The Project shall constitute and include the design, construction, assembly, installation and implementation of project described on Exhibit A.

Section 3.02 The Public Infrastructure Improvements. The Public Infrastructure Improvements shall constitute and include the design, construction, assembly, installation and implementation of the items described on Exhibit B.

Section 3.03 Construction of the Public Infrastructure Improvements. CITY will neither bid nor contract for any of the Public Infrastructure Improvements. DEVELOPER shall, at its expense, design and construct the Public Infrastructure Improvements consistent with all applicable federal, state and local requirements and specifications (including, without limitation, providing all materials, labor, services and equipment associated with the Public Infrastructure Improvements), and obtain all federal, state and local permits and approvals that may be necessary for the same.

Upon DEVELOPER's completion of the Improvements and (to the extent applicable) CITY's acceptance thereof, DEVELOPER shall:

- (a) Certify to CITY's Finance Officer: (1) that the Public Infrastructure Improvements have been completed, and (2) in itemized form, the expenditures actually made by DEVELOPER in connection with the completed Public Infrastructure Improvements; and
- (b) Provide to CITY's Finance Officer copies of all mechanic's and materialmen's lien waivers and such additional documentation as the Finance Officer may require in order to evidence: (1) the matters certified by DEVELOPER pursuant to Subsection (a), immediately above, and (2) DEVELOPER's compliance with state bid laws and the terms of this Agreement.

Section 3.04 Financing of the Project. The cost of the Project and Public Infrastructure Improvements and all other improvement expenses associated with the Project shall be through the use of DEVELOPER's own capital or through commercial or private construction loans/lines of credit secured solely by DEVELOPER. DEVELOPER may use any or part of the

TID Property as collateral for the construction loan or loans as required for the financing of the Project. **THESE AVAILABLE TAX INCREMENT FUND PAYMENTS MADE TO DEVELOPER ARE NOT INTENDED TO REIMBURSE DEVELOPER FOR ALL OF ITS COSTS INCURRED IN CONNECTION WITH PERFORMING ITS OBLIGATIONS UNDER THIS AGREEMENT.** The CITY hereby pledges all Available Tax Increment Funds as full reimbursement to DEVELOPER, up to the maximum total amount specified in this Agreement

Section 3.05 CITY Costs. There shall be no CITY costs financed with the District.

ARTICLE IV. CERTAIN DUTIES AND OBLIGATIONS OF DEVELOPER.

(a) DEVELOPER agrees to complete, or cause to be completed, the improvements described in the Project Plan and this Agreement. DEVELOPER agrees to provide, or cause to be provided, all materials, labor, and services for completing the Project. DEVELOPER also agrees to obtain or cause to be obtained, all necessary permits and approvals from CITY and/or all other governmental agencies having jurisdiction over the construction of improvements to the TID Property.

(b) DEVELOPER shall prepare, or cause to be prepared plans and specifications for the Public Infrastructure Improvements in each Phase prior to starting any construction in said Phase. DEVELOPER shall not commence any construction on the Project until the plans and specifications for each Phase have been approved in writing by the appropriate department of CITY.

(c) DEVELOPER agrees to supervise the construction of the Project and cause the construction to be performed substantially in accordance with the Project Plan and the plans and specifications approved by the appropriate department of CITY. DEVELOPER also agrees to provide periodic reports of such construction to CITY upon reasonable request.

(d) DEVELOPER shall be responsible for paying, or causing to be paid, to CITY and all other governmental agencies the cost of all applicable permit fees and licenses required for construction of the Project.

(e) DEVELOPER agrees to commence and complete the Project in accordance with the Construction Schedule. If substantial completion of the Project is delayed by reason of war, civil commotion, acts of God, inclement weather, governmental restrictions, regulations, fire or other casualty, court injunction, necessary condemnation proceedings, interference by third parties, or any circumstances reasonably beyond DEVELOPER's control, then at CITY's reasonable discretion, the deadlines set forth in the Construction Schedule shall be extended by the period of each such delay.

(f) DEVELOPER shall pay monthly rates and charges for all utilities (such as water, electricity, and sewer services) used by DEVELOPER in regard to the development of the TID Property for all areas owned by DEVELOPER during construction of the Project, and for so long as DEVELOPER owns those areas.

(g) DEVELOPER shall cooperate with CITY in providing all necessary information to CITY in order to assist CITY in complying with this Agreement.

(h) DEVELOPER shall submit written annual reports, starting no later than thirty (30) days following the end of the fiscal year in which the TID was created detailing the amount of Available Tax Increment Funds received.

ARTICLE V. INSURANCE

DEVELOPER shall maintain a policy of liability insurance, acceptable to CITY, with liability limits of at least one million dollars \$1,000,000.00 that names CITY OF SUMMERSET as an additional insured. Such a policy shall remain in effect until CITY accepts the improvements.

ARTICLE VI. DEFAULT AND TERMINATION

In the event that DEVELOPER fails to commence construction of the Project, fails to complete construction of the Project, or fails to perform any other obligation pursuant to the terms of this Agreement, CITY may terminate this Agreement if DEVELOPER does not cure its failure within ninety (90) calendar days after receiving written notice from CITY requesting the failure be cured.

ARTICLE VII. INDEMNIFICATION

DEVELOPER shall, without the necessity of a determination of liability or payment being made, fully indemnify, defend, save and hold harmless CITY (and the elected officials, employees, officers, directors, and representatives of CITY) from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including (without limitation) personal injury or death and property damage, made upon CITY directly or indirectly arising out of, resulting from or relating to DEVELOPER's negligence, willful misconduct or criminal conduct in DEVELOPER's activities under this Agreement, including any such acts or omissions of DEVELOPER, its Members, Directors, Managers, any agent, officer, director, representative, employee, consultant or sub consultants of DEVELOPER, and their respective officers, agents, employees, directors and representatives while in the exercise or performance of the rights or duties under this Agreement, all without, however, waiving any governmental immunity available to CITY under South Dakota law and without waiving any defenses of the parties under South Dakota law. The provisions of this section are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. DEVELOPER will promptly advise CITY in writing of any claim or demand against CITY relating to or arising out of DEVELOPER's activities under this Agreement and will see to the investigation and defense of such claim or demand at DEVELOPER's cost to the extent required in this section. CITY will have the right, at its option and expense, to participate in such defense with attorneys of its choice, without relieving DEVELOPER of any of its obligations under this section. The provisions of this section shall survive indefinitely after the expiration and any termination of this Agreement.

ARTICLE VIII. SITE INSPECTION

DEVELOPER shall allow CITY reasonable access to the TID Property owned or controlled by DEVELOPER for inspections during and upon completion of construction of the Project and to documents and records necessary for CITY to assess DEVELOPER's compliance with this Agreement.

ARTICLE IX. LIABILITY

As between CITY and DEVELOPER, DEVELOPER shall be solely responsible for compensation payable to any employee or contractor of DEVELOPER, and none of DEVELOPER's employees or contractors will be deemed to be employees or contractors of CITY as a result of the Agreement. To the extent permitted by South Dakota law, no director, officer, employee or agent of CITY shall be personally responsible for any liability arising under or growing out of this Agreement.

ARTICLE X. EXAMINATION OF RECORDS

CITY reserves the right to conduct examinations, during regular business hours and following notice to DEVELOPER by CITY, of the books and records related to this Agreement no matter where books and records are located.

ARTICLE XI. NON-WAIVER

Any provision of this Agreement may be amended or waived if done in writing and is signed by CITY, through a Resolution passed and approved by its City Commission and DEVELOPER. No course of dealing on the part of CITY, or DEVELOPER nor any failure or delay by CITY or DEVELOPER in exercising any right, power, or privilege under this Agreement shall operate as a waiver of any right, power or privilege owing under this Agreement.

ARTICLE XII. ASSIGNMENT

- (a) All covenants and agreements contained herein by CITY shall bind its successors and assigns and shall inure to the benefit of DEVELOPER and its successors and assigns.
- (b) CITY may assign its rights and obligations under this Agreement to any governmental entity without prior consent of DEVELOPER. If CITY assigns its rights and obligations under this Agreement then CITY will send DEVELOPER written notice of such assignment within fifteen (15) days after such assignment.
- (c) Any assignment by DEVELOPER shall be governed by Section 2.08 of this Agreement.

ARTICLE XIII. CONFLICT OF INTEREST

DEVELOPER acknowledges that the Charter of CITY and its ethics code prohibit a CITY officer or employee from having a financial interest in any contract with CITY or any CITY agency such as CITY-owned utilities. DEVELOPER warrants and certifies, and this Agreement is made in reliance thereon, that they, their officers, employees and agents are neither officers nor employees of CITY as prohibited above.

ARTICLE XIV. ENTIRE AGREEMENT

This written Agreement embodies the final and entire agreement between the parties hereto and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. The exhibits attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein, except that if there is a conflict between an exhibit and a provision of this Agreement, the provision of this Agreement shall prevail over the exhibit.

ARTICLE XV. CHANGES AND AMENDMENTS

Except when the terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms hereof shall be by amendment in writing executed by CITY and DEVELOPER and evidenced by passage of a subsequent CITY Resolution, as to CITY's approval.

It is understood and agreed by the parties hereto that changes in local, state and federal rules, regulations or laws applicable to DEVELOPER's services hereunder may occur during the term of this Agreement and that any such changes shall be automatically incorporated into this Agreement without written amendment hereto and shall become a part hereof as of the effective date of the rule, regulation or law.

ARTICLE XVI. SEVERABILITY

If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the charter, code, or Ordinances of CITY, then and in that event it is the intent of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein. It is also the intent of the parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of the Agreement a similar clause or provision as may be possible, legal, valid and enforceable.

ARTICLE XVII. LEGAL AUTHORITY

The person executing this Agreement on behalf of DEVELOPER represents, warrants, assures and guarantees that he has full legal authority to (i) execute this Agreement on behalf of DEVELOPER, and (ii) bind DEVELOPER to all of the terms, conditions, provisions and obligations herein contained.

ARTICLE XVIII. VENUE AND GOVERNING LAW

THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF SOUTH DAKOTA. Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in Meade County, South Dakota.

ARTICLE XIX. TAXES & LICENSES

DEVELOPER shall pay, on or before their respective due dates, to the appropriate collecting authority all Federal, State, and local taxes and fees that are now or may hereafter be levied upon the TID Property or upon DEVELOPER or upon the business conducted on the TID Property, or upon any of DEVELOPER's property used in connection therewith, including employment taxes; and DEVELOPER shall maintain in current status all federal State, and local licenses and permits required for the operation of the business conducted by DEVELOPER.

ARTICLE XX. INTERPRETATION

This Agreement has been jointly negotiated by CITY and DEVELOPER and shall not be construed against a party because that party may have primarily assumed responsibility for the drafting of this Agreement. Words used herein in the singular, where the context so permits, also includes the plural and vice versa, unless otherwise specified.

ARTICLE XXI. NOTICE

Any notice sent under this Agreement shall be written and mailed with sufficient postage, sent by certified mail, return receipt requested, documented facsimile or delivered personally to an officer of the receiving party at the following addresses:

If to CITY:

City of Summerset
Municipal Building
7055 Leisure Lane
Summerset, SD 57718

If to DEVELOPER:

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

Each party may change its address by written notice in accordance with this Article. Any communication delivered by facsimile transmission shall be deemed delivered when receipt of such transmission is received if such receipt is during normal business hours or the next business day if such receipt is after normal business hours. Any communication so delivered in person shall be deemed received when receipted for by or actually received by an officer of the party to whom the communication is properly addressed. All notices, requests or consents under this Contract shall be (a) in writing, (b) delivered to a principal officer or managing entity of the recipient in person, by courier or mail or by facsimile, telegram, telex, cablegram or similar transmission, and (c) effective only upon actual receipt by such person's business office during normal business hours. If received after normal business hours, the notice will be considered to have been received on the next business day after such delivery. Whenever any notice is required to be given by applicable law or this Contract, a written waiver thereof, signed by the Person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Each party shall have the right from time-to-time and at any time to change its address by giving at least 15 days' written notice to the other party.

ARTICLE XXII. CAPTIONS

All captions used herein are only for the convenience of reference and shall not be construed to have any effect or meaning as to the agreement between the parties hereto.

ARTICLE XXIII. TERM

The term of this Agreement shall commence on the Effective Date and end on the date which is the earlier to occur of the following:

- (i) the date which all monetary obligations under this Agreement have been paid and CITY expenditures reimbursed; or
- (ii) the date this Agreement is terminated as provided in Article VIII; or
- (iii) 20 years from the creation of the District.

ARTICLE XXIV. REFUNDING

This Agreement may be refunded at any time pursuant to SDCL 6-8B.

IN WITNESS THEREOF, the parties hereto have caused this instrument to be duly executed this _____ day of _____, 2024.

Norman Ranch Subdivision, LLC

City of Summerset

By: _____
Print: _____
Its: _____

By: _____
Michael Kitzmiller, Mayor

ATTEST:

Brielle Schrock, City Finance Officer

EXHIBIT A

Project Site



EXHIBIT B

Public Infrastructure Improvements

See _____ detailed list of expenditures.

NORMAN RANCH SUBDIVISION ANDERSON WATER CROSSING				ENGINEERS ESTIMATE		MIDWEST CONTRACTING SOLUTIONS, LLC	
ITEM NO.	DESCRIPTION OF ITEM	UNIT	QUANTITY	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	16" RJ PVC WATER MAIN C-900 DR18	LF	460	\$175.00	\$80,500.00	\$193.96	\$89,221.60
2	30" STEEL CASING BORE AND JACK	LF	439	\$750.00	\$329,250.00	\$842.11	\$369,686.29
3	16" PVC WATER MAIN C-900 DR18	LF	2870	\$150.00	\$430,500.00	\$185.23	\$531,610.10
4	16" GATE VALVE W/ BOX	EA	6	\$9,000.00	\$54,000.00	\$20,604.18	\$123,625.08
5	16" FITTING	EA	24	\$2,800.00	\$67,200.00	\$5,018.17	\$120,436.08
6	6" FIRE HYDRANT, LEAD, AUXILIARY VALVE	EA	1	\$6,400.00	\$6,400.00	\$11,049.93	\$11,049.93
7	PRV STATION	EA	1	\$60,000.00	\$60,000.00	\$130,015.13	\$130,015.13
8	METER PIT	EA	1	\$25,000.00	\$25,000.00	\$2,109.33	\$2,109.33
9	CONTRACTOR MOBILIZATION	LS	1	\$30,000.00	\$30,000.00	\$11,122.47	\$11,122.47
10	TRAFFIC CONTROL	LS	1	\$10,000.00	\$10,000.00	\$16,683.70	\$16,683.70
11	EROSION CONTROL	LS	1	\$5,000.00	\$5,000.00	\$11,122.47	\$11,122.47
12	GRAVEL SURFACING	T	200	\$20.00	\$4,000.00	\$38.93	\$7,786.00
13	CONNECT TO EXISTING WATER MAIN	EA	1	\$6,000.00	\$6,000.00	\$6,130.42	\$6,130.42
14	INCIDENTAL	LS	1	\$30,000.00	\$30,000.00	\$38,218.71	\$38,218.71
				TOTAL	\$1,137,850.00	TOTAL	\$1,468,817.31

NORMAN RANCH SUBDIVISION PHASE 1A				ENGINEERS ESTIMATE		MIDWEST CONTRACTING SOLUTIONS, LLC	
ITEM NO.	DESCRIPTION OF ITEM	QUANTITY	UNIT	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
	GENERAL						
100	MOBILIZATION	1	LS	\$95,000.00	\$95,000.00	\$134,693.10	\$134,693.10
101	MATERIAL TESTING	1	LS	\$9,000.00	\$9,000.00	\$28,084.23	\$28,084.23
102	CONSTRUCTION STAKING	1	LS	\$11,000.00	\$11,000.00	\$11,122.47	\$11,122.47
103	TRAFFIC CONTROL	1	LS	\$3,000.00	\$3,000.00	\$5,561.23	\$5,561.23
104	INCIDENTAL WORK	1	LS	\$7,500.00	\$7,500.00	\$38,928.64	\$38,928.64
105	REMOVALS	1	LS	\$2,500.00	\$2,500.00	\$5,561.23	\$5,561.23
	SURFACING						
200	ASPHALT, CLASS E, TYPE 1 PG64-28 (5")	2832	TONS	\$120.00	\$339,840.00	\$124.29	\$351,989.28

BID TAB SUMMARY



Project Name: Norman Ranch Subdivision
 Project Number: 2493.01
 Owner: Norman Ranch Subdivision, LLC
 Date: 5/1/2024
 Completed By: KVT

NORMAN RANCH SUBDIVISION SANITARY SEWER FORCE MAIN				ENGINEERS ESTIMATE		MIDWEST CONTRACTING SOLUTIONS, LLC	
ITEM NO.	DESCRIPTION OF ITEM	UNIT	QUANTITY	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	10" RJ PVC SEWER FORCEMAIN DR 25	LF	600	\$100.00	\$60,000.00	\$119.08	\$71,448.00
1R	10" C900 SDR 18 FORCEMAIN	LF	7071	\$90.00	\$636,390.00	\$97.83	\$691,755.93
2	8" SEWERMAIN	LF	1960	\$80.00	\$156,800.00	\$83.73	\$164,110.80
3	20" STEEL CASING BORE AND JACK	LF	406	\$580.00	\$235,480.00	\$695.37	\$282,320.22
3R	20" STEEL CASING BORE AND JACK (STURGIS ROAD)	LF	100	\$580.00	\$58,000.00	\$895.93	\$89,593.00
4	10" FITTINGS	EA	40	\$500.00	\$20,000.00	\$1,576.40	\$63,056.00
5	STANDARD MANHOLE, 48"	EA	6	\$7,850.00	\$47,100.00	\$8,408.98	\$50,453.88
6	AIR RELEASE VALVE VAULT	EA	2	\$65,000.00	\$130,000.00	\$34,804.15	\$69,608.30
7	DRAIN VAULT	EA	1	\$70,000.00	\$70,000.00	\$5,005.11	\$5,005.11
8	TRANSITION MANHOLE & CHECK VALVE VAULT	LS	1	\$110,000.00	\$110,000.00	\$9,805.99	\$9,805.99
9	LIFT STATION WET WELL	LS	1	\$125,000.00	\$125,000.00	\$139,403.62	\$139,403.62
10	LIFT STATION VALVE VAULT	LS	1	\$75,000.00	\$75,000.00	\$8,068.60	\$8,068.60
11	LIFT STATION PUMPS	LS	1	\$95,000.00	\$95,000.00	\$111,347.04	\$111,347.04
12	LIFT STATION CONTROLS & SCADA	LS	1	\$65,000.00	\$65,000.00	\$90,025.26	\$90,025.26
13	CONTRACTOR MOBILIZATION	LS	1	\$75,000.00	\$75,000.00	\$64,232.26	\$64,232.26
14	TRAFFIC CONTROL	LS	1	\$50,000.00	\$50,000.00	\$29,613.57	\$29,613.57
15	EROSION CONTROL	LS	1	\$12,000.00	\$12,000.00	\$17,768.14	\$17,768.14
16	GRAVEL SURFACING	T	400	\$18.50	\$7,400.00	\$28.92	\$11,568.00
17	SAW CUT AND REMOVE ASPHALT	SY	2800	\$7.50	\$21,000.00	\$15.02	\$42,056.00
18	5" ASPHALT PATCH	T	600	\$100.00	\$60,000.00	\$126.05	\$75,630.00
19	SEEDING, FERTILIZING, & MULCHING	SY	13000	\$0.65	\$8,450.00	\$0.56	\$7,280.00
20	RAILROAD INSURANCE	LS	1	\$5,000.00	\$5,000.00	\$11,845.43	\$11,845.43
21	INCIDENTAL	LS	1	\$50,000.00	\$50,000.00	\$25,637.29	\$25,637.29
				TOTAL	\$2,172,620.00	TOTAL	\$2,131,632.44

201	AGGREGATE BASE COURSE (6")	4094	TONS	\$26.00	\$106,444.00	\$28.92	\$118,398.48
202	GEOTEXTILE FABRIC	12930	SY	\$3.00	\$38,790.00	\$3.34	\$43,186.20
203	CONCRETE CURB & GUTTER, ROLLOVER	5918	LF	\$26.00	\$153,868.00	\$25.03	\$148,127.54
204	CONCRETE SIDEWALK 4" NON-REINFORCED W/ 2" CUSHION	58	SY	\$60.00	\$3,480.00	\$80.08	\$4,644.64
205	CONCRETE SIDEWALK RAMP W/ DETECT. PANEL	6	EA	\$800.00	\$4,800.00	\$1,112.25	\$6,673.50
206	CONCRETE FILLET AND PAN, REINFORCED	320	SY	\$125.00	\$40,000.00	\$127.91	\$40,931.20
207	ASPHALT PATCHING	583	SF	\$10.50	\$6,121.50	\$6.12	\$3,567.96
	SANITARY SEWER						
300	8" PVC SEWER MAIN	3590	LF	\$55.00	\$197,450.00	\$53.70	\$192,783.00
301	48" SANITARY SEWER MANHOLE	14	EA	\$9,000.00	\$126,000.00	\$8,528.87	\$119,404.18
302	4" SANITARY SEWER SERVICE	98	EA	\$3,000.00	\$294,000.00	\$3,067.48	\$300,613.04
303	8" SANITARY SEWER CLEANOUT	1	EA	\$600.00	\$600.00	\$1,389.22	\$1,389.22
	STORM SEWER						
400	12" RCP	217.9	LF	\$70.00	\$15,253.00	\$56.52	\$12,315.71
401	18" RCP	957.2	LF	\$80.00	\$76,576.00	\$80.41	\$76,968.45
402	24" RCP	677.3	LF	\$95.00	\$64,343.50	\$99.43	\$67,343.94
403	24" RCP FLARED END	1	EA	\$2,200.00	\$2,200.00	\$1,872.17	\$1,872.17
404	30" RCP	206.7	LF	\$130.00	\$26,871.00	\$149.14	\$30,827.24
405	30" RCP FLARED END	1	LF	\$2,800.00	\$2,800.00	\$2,217.68	\$2,217.68
406	15" RCP	197.9	LF	\$80.00	\$15,832.00	\$67.94	\$13,445.33
407	TYPE B INLET 2' X 3'	13	EA	\$4,000.00	\$52,000.00	\$3,619.73	\$47,056.49
408	TYPE B INLET 3' X 4'	7	EA	\$5,000.00	\$35,000.00	\$6,473.99	\$45,317.93
409	TYPE B INLET 4' X 4'	4	EA	\$6,000.00	\$24,000.00	\$10,387.49	\$41,549.96
410	48" STORM MANHOLE WITH TYPE B INLET	1	EA	\$4,000.00	\$4,000.00	\$6,649.19	\$6,649.19
411	CLASS 1 RIP RAP W/ FABRIC	700	TONS	\$75.00	\$52,500.00	\$116.79	\$81,753.00
412	72" RCP	368	LF	\$500.00	\$184,000.00	\$546.62	\$201,156.16
413	72" RCP FLARED END	4	EA	\$8,000.00	\$32,000.00	\$4,439.16	\$17,756.64
414	DRAINAGE OUTLET STRUCTURE W/OUTLET PIPE	2	EA	\$15,000.00	\$30,000.00	\$7,282.34	\$14,564.68

WATER							
500	8" PVC WATER MAIN, C-900, CLASS 150	1701	LF	\$70.00	\$119,070.00	\$67.16	\$114,239.16
501	12" PVC WATER MAIN, C-900, CLASS 150	1504	LF	\$100.00	\$150,400.00	\$105.53	\$158,717.12
502	8" GATE VALVE W/BOX	11	EA	\$3,000.00	\$33,000.00	\$3,467.19	\$38,139.09
503	12" GATE VALVE W/BOX	7	EA	\$4,500.00	\$31,500.00	\$5,751.86	\$40,263.02
504	8" BEND	11	EA	\$800.00	\$8,800.00	\$692.24	\$7,614.64
505	8" TEE	4	EA	\$800.00	\$3,200.00	\$992.47	\$3,969.88
506	8" CAP	1	EA	\$600.00	\$600.00	\$513.27	\$513.27
507	12" TEE	7	EA	\$1,800.00	\$12,600.00	\$1,648.56	\$11,539.92
508	12" BEND	8	EA	\$1,200.00	\$9,600.00	\$1,611.17	\$12,889.36
509	1" HDPE WATER SERVICE	98	EA	\$2,500.00	\$245,000.00	\$2,759.59	\$270,439.82
510	12" CAP	1	EA	\$1,200.00	\$1,200.00	\$815.64	\$815.64
511	FIRE HYDRANT ASSEMBLY	9	EA	\$8,000.00	\$72,000.00	\$8,502.96	\$76,526.64
512	CONNECT TO EXISTING WATER MAIN	1	EA	\$1,200.00	\$1,200.00	\$2,427.14	\$2,427.14
513	CONCRETE ENCASEMENT	150	LF	\$25.00	\$3,750.00	\$27.81	\$4,171.50
GRADING							
601	TOPSOIL, REMOVE & REPLACE (6")	22663	CY	\$7.00	\$158,641.00	\$6.67	\$151,162.21
602	SEEDING, FERTILIZING & MULCHING	27.6	AC	\$2,650.00	\$73,140.00	\$2,113.27	\$58,326.25
603	UNCLASSIFIED EXCAVATION	135626	CY	\$5.00	\$678,130.00	\$4.45	\$603,535.70
EROSION CONTROL							
700	EROSION CONTROL	1	LS	\$30,000.00	\$30,000.00	\$55,612.35	\$55,612.35
MISCELLANEOUS							
800	SIGNAGE AND STRIPING	1	LS	\$7,920.00	\$7,920.00	\$16,683.70	\$16,683.70
801	UTILITY TRENCH	3205	LF	\$17.50	\$56,087.50	\$11.12	\$35,639.60
802	UTILITY CROSSINGS	1160	LF	\$19.50	\$22,620.00	\$16.68	\$19,348.80
803	2" STREET LIGHT CONDUIT	120	LF	\$4.50	\$540.00	\$8.95	\$1,074.00
804	3" CONDUIT	11935	LF	\$5.50	\$65,642.50	\$5.67	\$67,671.45
805	3" SWEEPS	90	EA	\$250.00	\$22,500.00	\$317.19	\$28,547.10
				TOTAL	\$3,863,910.00	TOTAL	\$3,996,321.07

NORMAN RANCH SUBDIVISION				ENGINEERS ESTIMATE		MIDWEST CONTRACTING SOLUTIONS, LLC	
PHASE 1B				UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
ITEM NO.	DESCRIPTION OF ITEM	QUANTITY	UNIT				
GENERAL							
100	MOBILIZATION	1	LS	\$75,000.00	\$75,000.00	\$57,280.72	\$57,280.72
101	MATERIAL TESTING	1	LS	\$9,000.00	\$9,000.00	\$18,518.91	\$18,518.91
102	CONSTRUCTION STAKING	1	LS	\$11,000.00	\$11,000.00	\$11,122.47	\$11,122.47
103	TRAFFIC CONTROL	1	LS	\$3,000.00	\$3,000.00	\$5,561.23	\$5,561.23
104	INCIDENTAL WORK	1	LS	\$7,500.00	\$7,500.00	\$38,928.64	\$38,928.64
105	REMOVALS	1	LS	\$2,500.00	\$2,500.00	\$11,122.47	\$11,122.47

SURFACING							
200	ASPHALT, CLASS G, TYPE 1 PG64-28 (5")	2312	TONS	\$120.00	\$277,440.00	\$128.62	\$297,369.44
201	AGGREGATE BASE COURSE (6")	3360	TONS	\$26.00	\$87,360.00	\$28.92	\$97,171.20
202	GEOTEXTILE FABRIC	10610	SY	\$3.00	\$31,830.00	\$3.34	\$35,437.40
203	CONCRETE CURB & GUTTER, ROLLOVER	5020	LF	\$26.00	\$130,520.00	\$25.03	\$125,650.60
204	CONCRETE SIDEWALK 4" NON-REINFORCED W/ 2" CUSHION	39	SY	\$60.00	\$2,340.00	\$80.08	\$3,123.12
205	CONCRETE SIDEWALK RAMP W/ DETECT. PANEL	4	EA	\$800.00	\$3,200.00	\$1,112.25	\$4,449.00
206	CONCRETE FILLET AND PAN, REINFORCED	236	SY	\$125.00	\$29,500.00	\$127.91	\$30,186.76
207	ASPHALT PATCHING	357	SF	\$10.50	\$3,748.50	\$6.12	\$2,184.84
SANITARY SEWER							
300	8" PVC SEWER MAIN	2345	LF	\$55.00	\$128,975.00	\$53.70	\$125,926.50
301	48" SANITARY SEWER MANHOLE	11	EA	\$9,000.00	\$99,000.00	\$8,368.17	\$92,049.87
302	4" SANITARY SEWER SERVICE	61	EA	\$3,000.00	\$183,000.00	\$2,866.20	\$174,838.20
STORM SEWER							
400	12" RCP	82.2	LF	\$70.00	\$5,754.00	\$57.69	\$4,742.12
401	18" RCP	266.7	LF	\$80.00	\$21,336.00	\$81.28	\$21,677.38
402	24" RCP	180.9	LF	\$95.00	\$17,185.50	\$100.35	\$18,153.32
403	24" RCP FLARED END	1	EA	\$2,200.00	\$2,200.00	\$1,872.17	\$1,872.17
404	TYPE B INLET 2' X 3'	9	EA	\$4,000.00	\$36,000.00	\$4,785.60	\$43,070.40
405	CLASS 1 RIP RAP W/ FABRIC	350	TONS	\$75.00	\$26,250.00	\$116.79	\$40,876.50
406	DRAINAGE OUTLET STRUCTURE W/OUTLET PIPE	1	EA	\$15,000.00	\$15,000.00	\$18,404.81	\$18,404.81

	WATER						
500	8" PVC WATER MAIN, C-900, CLASS 150	2555	LF	\$70.00	\$178,850.00	\$67.32	\$172,002.60
501	8" GATE VALVE W/BOX	16	EA	\$3,000.00	\$48,000.00	\$3,467.19	\$55,475.04
502	8" BEND	14	EA	\$800.00	\$11,200.00	\$631.70	\$8,843.80
503	8" TEE	8	EA	\$800.00	\$6,400.00	\$992.47	\$7,939.76
504	8" CAP	1	EA	\$600.00	\$600.00	\$513.27	\$513.27
505	1" HDPE WATER SERVICE	61	EA	\$2,500.00	\$152,500.00	\$2,733.71	\$166,756.31
506	FIRE HYDRANT ASSEMBLY	7	EA	\$8,000.00	\$56,000.00	\$8,467.18	\$59,270.26
507	CONNECT TO EXISTING WATER MAIN	1	EA	\$1,200.00	\$1,200.00	\$1,612.89	\$1,612.89
508	CONCRETE ENCASEMENT	150	LF	\$25.00	\$3,750.00	\$27.81	\$4,171.50
	GRADING						
601	TOPSOIL, REMOVE & REPLACE (6")	185.43	CY	\$7.00	\$129,801.00	\$20.02	\$371,230.86
602	SEEDING, FERTILIZING & MULCHING	22.6	AC	\$2,650.00	\$59,890.00	\$2,113.27	\$47,759.90
603	UNCLASSIFIED EXCAVATION	0	CY	\$5.00	\$0.00		\$0.00
	EROSION CONTROL						
700	EROSION CONTROL	1	LS	\$20,000.00	\$20,000.00	\$11,122.47	\$11,122.47
	MISCELLANEOUS						
800	SIGNAGE AND STRIPING	1	LS	\$4,080.00	\$4,080.00	\$11,122.47	\$11,122.47
801	UTILITY TRENCH	2555	LF	\$17.50	\$44,712.50	\$11.12	\$28,411.60
802	UTILITY CROSSINGS	960	LF	\$19.50	\$18,720.00	\$16.68	\$16,012.80
803	2" STREET LIGHT CONDUIT	120	LF	\$4.50	\$540.00	\$8.95	\$1,074.00
804	3" CONDUIT	9585	LF	\$5.50	\$52,717.50	\$5.75	\$55,113.75
805	3" SWEEPS	80	EA	\$250.00	\$20,000.00	\$317.19	\$25,375.20
				TOTAL	\$2,017,600.00	TOTAL	\$2,323,526.54

NORMAN RANCH SUBDIVISION				ENGINEERS ESTIMATE		MIDWEST CONTRACTING SOLUTIONS, LLC	
TOTAL ALL PROJECTS				TOTAL COST	\$9,191,980.00	TOTAL COST	\$9,920,297.36

EXHIBIT C

Construction Schedule

Construction	Date
Construction Start Date	8/15/2024
Grading Phase 1A	Complete 10/15/2024
Utilities Phase 1A	Complete 11/15/2024
Paving Phase 1A	Complete 12/15/2024
Grading Phase 1B	Complete 3/15/2025
Utilities Phase 1B	Complete 5/15/2025
Paving Phase 1B	Complete 7/15/2025
Offsite Water	Complete 4/15/2025
Offsite Sewer	Complete 7/15/2025
Project Complete	7/15/2025

EXHIBIT D

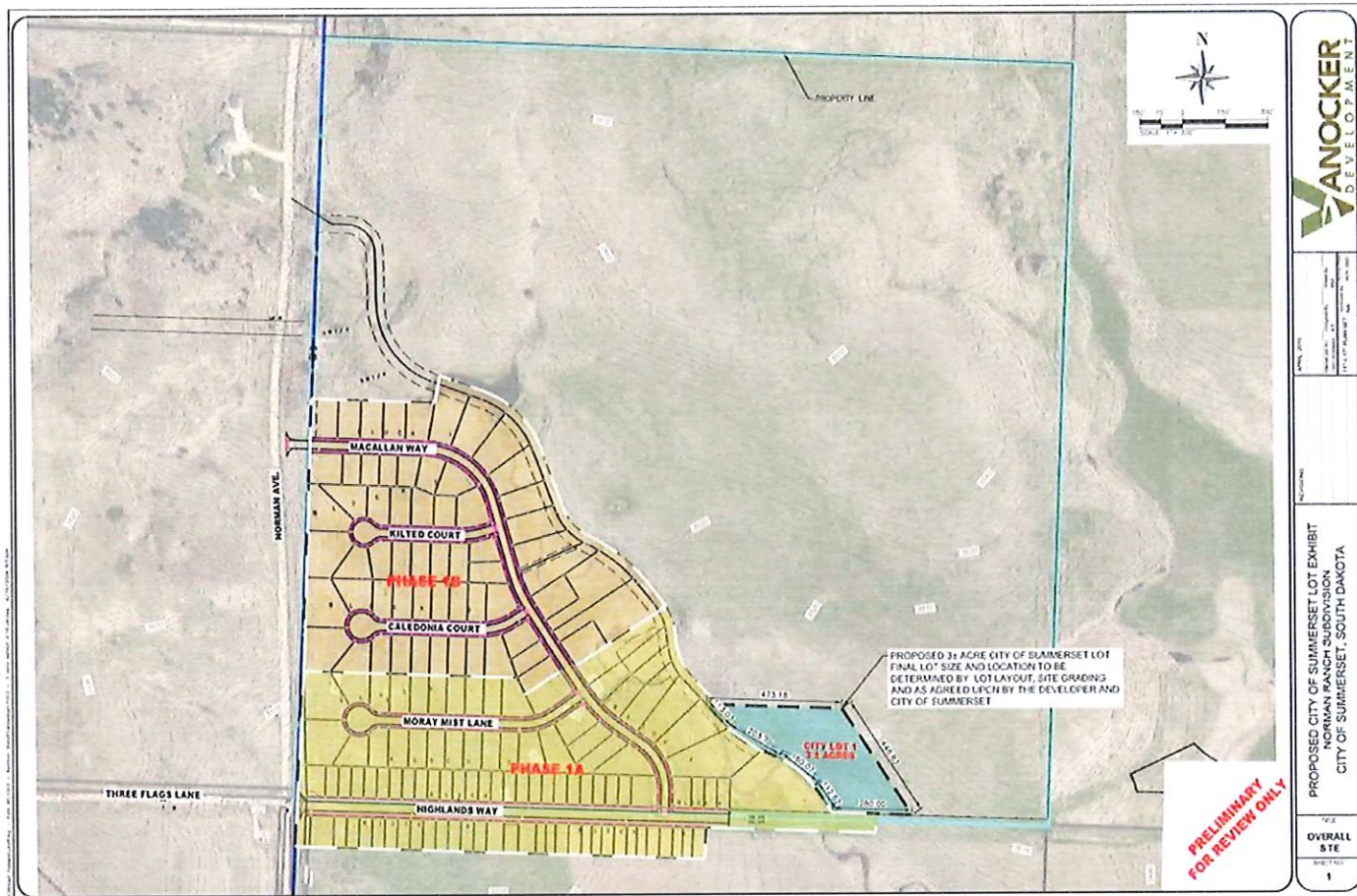
Cost Share Table

The following table is an illustration of the cost share between the City and the Developer. The values within the table are for projections only and do not represent actual numbers.

Revenue Split - Norman Ranch Subdivision				
Year	Revenue Available	Norman Ranch Subdivision, LLC	City of Summerset	Total
		90%	10%	100%
2027	\$79,875	\$71,888	\$7,988	\$79,875
2028	\$299,266	\$269,339	\$29,927	\$299,266
2029	\$525,238	\$472,714	\$52,524	\$525,238
2030	\$753,290	\$677,961	\$75,329	\$753,290
2031	\$913,997	\$822,597	\$91,400	\$913,997
2032	\$977,094	\$879,385	\$97,709	\$977,094
2033	\$977,094	\$879,385	\$97,709	\$977,094
2034	\$977,094	\$879,385	\$97,709	\$977,094
2035	\$977,094	\$879,385	\$97,709	\$977,094
2036	\$977,094	\$879,385	\$97,709	\$977,094
2037	\$977,094	\$879,385	\$97,709	\$977,094
2038	\$977,094	\$879,385	\$97,709	\$977,094
2039	\$977,094	\$879,385	\$97,709	\$977,094
2040	\$977,094	\$879,385	\$97,709	\$977,094
2041	\$977,094	\$913,645	\$63,449	\$977,094
2042	\$977,094	\$857,392		\$857,392
2043	\$977,094			
2044	\$977,094			
Total	\$15,273,892	\$12,000,000	\$1,200,000	\$13,200,000

EXHIBIT E

Developer's Land Donation to City of Summerset



DATE: 08/11/2011
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 PROJECT NAME: [Name]

PROJECT NO: [Number]
 SHEET NO: [Number]

PROPOSED CITY OF SUMMERSET LOT EXHIBIT
 NORMAN RANCH SUBDIVISION
 CITY OF SUMMERSET, SOUTH DAKOTA

SCALE
 OVERALL SITE
 SHEET NO: 1

§ 31.083 CHAIRPERSON, VICE CHAIRPERSON, SECRETARY.

(A) The City Parks and Recreation Board shall elect from its number a Chairperson and Vice Chairperson to serve for a term of two years or until a successor is elected and qualified, except and unless the said officer so elected is removed from the City Parks and Recreation Board before the end of his or her term. The City Park Board shall also designate a Secretary. The Vice Chairperson shall act in the absence or disability of the Chairperson. In the event of death, retirement or removal of an officer from the City Parks and Recreation Board, a successor shall be elected, promptly.

(B) The Secretary of the City Parks and Recreation Board shall keep a record of its proceedings to be made available to any member of the Board of Commissioners for the City of Summerset.

(C) If the City Parks and Recreation Board believes that the budget amounts from the city will be insufficient to meet what it deems is necessary for the duties of the Park Board, it shall be the **Chairperson's responsibility** to convey the need for supplementation of the budget to the Board of Commissioners. All expenditures for Parks and Recreation Projects remain in the discretion of the Summerset Board of Commissioners.

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

§ 153.045 ESTABLISHMENT OF THE OFFICE OF THE BUILDING INSPECTOR.

There shall be designated by the Board of Commissioners a Building Inspector who shall perform those duties and hold such authority as herein set forth. The Board of Commissioners may designate any number of assistant Building Inspectors that the Board of Commissioners may deem necessary to carry out the duties of the office of Building Inspection. The person designated as the City Engineer shall automatically be designated as an assistant Building Inspector.

§ 153.046 AUTHORITY OF BUILDING INSPECTOR TO ENFORCE.

(A) The Building Inspector shall enforce all provisions of this chapter. The Building Inspector may request that the Board of Commissioners appoint and deputize any number of technical officers, deputy inspectors, and other employees as is necessary to assist the Building Inspector with enforcement of this chapter.

(B) The Building Inspector shall enforce all laws relating to the construction, alteration, removal, and demolition of all buildings and structures within the city.

(C) The Building Inspector shall make an examination of any and all plans and specifications for structures to be built within the city or alterations to be made in or upon any existing structures which will materially change said structures, in order to determine if said plans, specifications, or alterations are in conformance with this chapter.

(D) The Building Inspector shall make an examination of all applications for building permits and shall determine after said examination whether or not a permit should be granted to such applicant.

(E) The Building Inspector shall have the authority to issue building permits after the completed application has been determined in accordance with this chapter and after all required fees have been received.

(F) The Building Inspector shall have the authority to deny issuance of any permit. Said denial may be based upon failure to comply with any applicable provision of this chapter, any city ordinance, state law, federal law, or provision of any applicable Building Code or manual or based upon the general safety and/or welfare of the public.

(G) The Building Inspector shall have the authority to order the removal of any existing building or structure which was unlawfully built or which in the opinion of the Building Inspector is dangerous and/or a safety hazard to the public.

(H) The Building Inspector shall have the authority to require specific testing and inspections in connection with the performance of construction work within the city and to set forth specific testing and inspection requirements within the Manual of Construction Guidelines prepared pursuant to this chapter.

(I) The Building Inspector shall report every month to the Board of Commissioners about the activity and matter of his or her office and shall report at such other times as the Mayor or Board of Commissioners may direct.

(J) The Building Inspector shall enforce all nuisance ordinances of the city.

§ 153.047 RIGHT OF ENTRY.

(A) The Building Inspector shall have the authority to enter upon property in the event it is necessary to make an inspection and/or to enforce the provisions of this chapter or when the Building Inspector or other official of the city has reasonable cause to believe that there exists in a building or upon a premises a condition which is contrary to or in violation of this chapter or code of ordinances which makes the building or premises unsafe, dangerous, or hazardous.

(B) (1) In exercising the aforementioned authority, the Building Inspector shall take all reasonable steps possible to do the following:

(a) Enter the building or premises at a reasonable hour;

(b) In the event the premises is occupied, present his or her credentials to the occupant and request entry; and

(c) In the event the premises is unoccupied, make reasonable effort to locate the owner or other person having charge or control of the building or premises, if known, and request entry.

(2) In the event that entry is refused, the Building Inspector shall proceed with any and all recourse and remedies provided by law to secure entry.

§ 153.048 STOP ORDERS.

(A) In the event any work is being done contrary to the provisions of this chapter, or other pertinent laws or ordinances implemented through the enforcement of this chapter, the Building Inspector may order the work stopped by notice in writing served on any persons involved in performing the work.

(B) Upon receipt of the written notice, any persons shall immediately stop such work until the Building Inspector authorizes the work to continue.

§ 153.049 LIABILITY.

(A) The Building Inspector is charged with the enforcement of this chapter, acting in good faith and without malice in the discharge of the duties required by this chapter or other applicable law or ordinance and shall not thereby be rendered personally liable for damages that may occur to persons or property as result of an act or by reason of an act or omission in the discharge of such duties.

(B) This chapter shall not be construed to relieve from or lessen the responsibility of any person owning, operating, or controlling any building, premises, or contracting on city land for damages to persons or property caused by defects, nor shall the Building Inspector or the city be held as assuming any such liability by reason of the inspections authorized by this chapter or any permits or certificates issued under this manual.

§ 153.050 COOPERATION OF OFFICIALS AND OFFICERS.

The Building Inspector may request, and shall receive, the assistance and cooperation of other officials of the city so far as it is required for discharge of the duties required by this chapter or other applicable laws or ordinances.

§ 153.051 BUILDING PERMIT REQUIRED.

Before any person may erect or cause to be erected or constructed a building or structure within the city or causes any alterations to any existing building or structure within the city, which alteration costs more than \$300, he or she must first obtain a building permit from the Building Inspector. An alteration of a building or structure shall for the purpose of this chapter mean any alteration, addition, or removal of any one, part of one, or more than one partition, wall, ceiling, windows, structural member of roof system, or floor.

§ 153.052 APPLICATION FOR BUILDING PERMIT.

(A) To obtain a building permit from the Building Inspector, the applicant must make application to the inspection office in duplicate on forms to be furnished by the city.

(B) He or she shall include with said application the following information:

(1) A sketch or drawing of the outside wall of the floor of said improvement to be built, drawn at scale of at least one quarter of an inch to one inch showing all measurements, the distance from property lines, distance from buildings or structures on the same parcel of land, and distance from back of curb or from edge of streets;

(2) The name of the owner of the real property to be improved;

(3) The name of the contractor, if any, doing the work;

(4) The legal description of the property being improved;

(5) The parcel number given to the property by the county;

(6) The general description of the improvement and what type of building improvement is to be made;

(7) Plans for the installation of plumbing, electrical wiring, and the like; and

(8) Such other information the Building Inspector may request so that he or she may determine if said improvement complies with the city's ordinances and the state's laws.

(9) All commercial building permit applications will require an engineer stamped building and site plan regardless of building square footage.

(Ord. passed 9-19-2019)

§ 153.053 FEES.

(A) Upon making application for a building permit, any applicant shall pay the appropriate permit fee to the city.

(B) If, for any reason beyond the applicant's control, she, he, or it does not construct the proposed project for which the permit was issued, the amount of the permit less a \$50 administrative fee shall be refunded to the applicant.

(C) The amount of an applicant's permit fee shall be determined by reference to the following schedule. All such fees shall be paid to the Building Inspector who shall remit the fees to the Finance Officer to be deposited into the general fund of the city.

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

§ 153.054 BUILDING PERMIT ISSUED.

(A) The Building Inspector, upon receiving said application and fee, shall examine the same. If the application is completed, the proper fee is paid, and the improvement conforms to the ordinances and laws of this city, she or he shall issue a building permit to the applicant, which shall entitle the applicant to proceed with the improvement.

(B) If the Building Inspector, upon examination of the application, finds that the application is not complete, or other information is necessary before a decision can be rendered thereon, the Building Inspector may request the additional information from the applicant without the necessity of obtaining a new application or fee.

(C) If the Building Inspector finds that the improvement applied for does not conform to the city's ordinances or the state's laws, he or she shall reject the application by noting that fact upon the application and returning one copy of the application to the applicant. The other copy of the application shall be retained in the files of the Building Inspector.

§ 155.057 CONDITIONAL USES.

After the provisions of §§ 155.335 through 155.341 relating to conditional uses have been fulfilled, the Planning and Zoning Board may permit as permitted conditional uses:

- (A) Assisted living center which contains not more than 12 units;
- (B) Bed and breakfast facility;
- (C) Boarding houses and rooming houses;
- (D) Cemeteries;
- (E) Places of worship;
- (F) Colleges and universities;
- (G) Convalescent, nursing, and rest homes;
- (H) Day care, family;
- (I) Group home;
- (J) Golf courses and country clubs;
- (K) Governmental services;
- (L) Public recreational and park facilities;
- (M) Radio, television, and telecommunication or wireless communication towers;
- (N) Utility facility, public;
- (O) Elementary, middle, and high schools, public or private; and
- (P) Other uses may be allowed, provided they are not found to be contrary to intended uses of the district.

(Ord. passed 2-3-2011, § 2.10.030)

BUSINESS LICENSES

§ 111.40 GENERAL LICENSE.

(A) Every person engaged, or hereafter engaged, in carrying on, maintaining, pursuing, conducting, or transacting in the city a trade, **business**, occupation, calling, or pursuit shall obtain from the city the license herein specified and in the manner as provided in this subchapter.

(B) The foregoing notwithstanding, a business license is not required for providing childcare in a residence zone unless a conditional use permit is required.

(Ord. 5.01D, passed 8-7-2008)

§ 111.41 APPLICATION.

(A) City business licenses are not difficult to obtain. Applications are located at the city's Finance Office or can be printed out on the city's webpage.

(B) City business licensing personnel will review the form's checklist with the applicant, either in person or over the telephone, to determine what documentation she or he will need to submit prior to the issuance of her or his new license.

(Ord. 5.01D, passed 8-7-2008)

§ 111.42 FEE.

All business licensing for businesses operating within the city limits of Summerset will pay a fee for initial licensing, and annual renewal licensing due on the first day of the year. Applications and payments made after January 1 are subject to a late fee. Refer to fee schedule adopted by resolution. The Board of Commissioners may revise the fees as set forth herein from time to time by resolution.

(Ord. 5.01G, passed 3-3-2011; Ord. 2022-10, passed 12-19-2022)

§ 111.43 TERMS.

The fee listed is collected upon application and is effective until change of ownership of the business or discontinuance of the business.

(Ord. 5.01G, passed 3-3-2011)

§ 131.14 NOISE REGULATION AND LIMITATION.

(A) The purpose and intent of this section is to protect, preserve and promote the health, safety, welfare, peace, quiet and tranquility for the citizens and persons or visitors frequenting the city through the reduction, control and prevention of noise which is disruptive and constitutes an annoyance to such citizens and persons.

(B) *General restrictions.*

(1) A person or property owner may not:

(a) Make or permit any disruptive noise or use sound equipment in public or outside between 10:00 p.m. and 7:00 a.m.;

(b) Operate construction equipment, tools or conduct construction activities between 7:00 p.m. and 7:00 a.m.;

(c) Operate sound equipment in a vehicle causing any disruptive noise or a discernible vibration 20 feet from the vehicle.

(2) In addition to the specific prohibitions outlined in division (1)(a), it is unlawful for any person to make, continue, or cause to be made or continued any loud or unusual noise so as to disturb the peace of the public, any neighborhood, any business operation, family, lawful assembly of persons or a person by committing any act or acts of disturbance within the city limits.

(3) *Excessive vehicle noise and dynamic engine braking.* It is unlawful for any person within the city limits of the city to make, or cause to be made, loud or disturbing or offensive noise with any mechanical devices operated by compressed air and used for purposes of assisting braking such as dynamic engine braking devices (commonly referred to as "Jake" brake).

(4) *Penalty.* Any violation of this section will be punishable by a fine of \$100 for each offense, in addition to the payment of any costs and/or restitution authorized by city ordinances and/or state law.

(C) *Exemption.* Agricultural equipment and production.

(Ord. 2021-07, passed 11-4-2021)

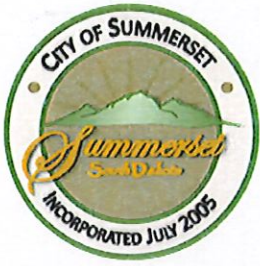
CITY OF SUMMERSET

CAPITAL IMPROVEMENT PLAN

SOUTH DAKOTA

GOVERNOR'S OFFICE OF ECONOMIC DEVELOPMENT

FISCAL YEARS | 2025-2029



FOR:

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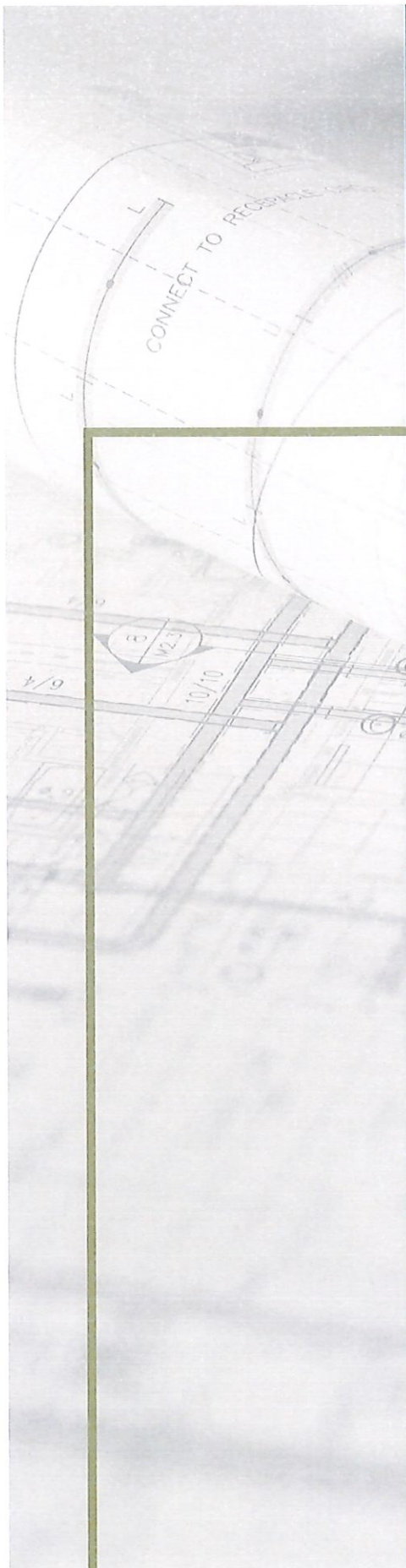
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INTRODUCTION + PURPOSE

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INTRODUCTION + PURPOSE

OVERVIEW

The Capital Improvement Plan (CIP) is a community planning and budgeting tool used to coordinate the identification, timing, and financing of public improvements and major expenditures to a City's infrastructure, equipment, and structures. The CIP includes priority ranking, schedules of project funding, an estimate of project costs, and anticipated financing sources. ISG recommends using this CIP as a living document that is reviewed and updated annually to reflect changes in community needs and priorities.

The CIP provides a working blueprint for sustaining and improving the community's infrastructure and assets and ensuring there is collaboration amongst the City's departments on large-scale improvements. The CIP coordinates strategic planning, financial capacity, and physical development.

CAPITAL IMPROVEMENT PLAN SUMMARY

The CIP is a flexible plan based on improvement planning, equipment and technology needs, and financial projections. Identifying these needs helps to schedule the major public improvements that may be incurred by the City over the next five years. A major public improvement or capital expense is any project or item costing at least \$10,000. Flexibility of the CIP is established through annual review and revision if necessary. The annual review ensures that the program becomes a continuing part of the budgetary process and that it is consistent with changing demands, as well as changing patterns in cost and financial resources.

The CIP can be used to describe the overall objectives of City development, the relationship between projects with respect to timing and need, and the City's fiscal capabilities. If the City has a comprehensive plan, the CIP will serve as a tool for implementing the goals and objectives as they relate to major public improvements or expenditures.

The CIP assists with the following:

- » Providing a systematic approach to planning and initiating capital projects and forecasting the anticipated location, timing, and financing of needed public improvement projects
- » Developing a realistic program of capital spending within the City's projected fiscal capability to finance such projects, avoiding significant changes in the tax levy or bonded indebtedness
- » Coordinating public and private improvement projects to allow adequate time for design and engineering, eliminating duplication of effort and expense
- » Informing the public about proposed future projects and expenditures and providing a guiding document for elected and appointed officials
- » Providing the necessary planning and lead time, in addition to meeting other prerequisites required for successful applications, to certain federal and state grants and funding



PROGRAM DEVELOPMENT

The development of this CIP helps provide clarity to determine short- and long-term needs. In addition to determining needed improvements, it is necessary to identify how to fund the improvements. The following factors are taken into consideration in developing plans for project funding.

Identify Funding Sources

The City has two main sources of revenue for projects: property taxes, which make up the general fund, and enterprise funds, which are primarily used for sanitary sewer and water system improvements. Property taxes and general funds are also used to fund other types of projects, such as transportation and parks and recreation improvements.

Grants + Loans

Private, federal, and state grants and loans are often designated toward applicable projects like sanitary sewer, water utility improvements, trails, and playground equipment.

Explore Project Alternatives

Identifying project alternatives provides flexibility in design, which may result in possible cost savings.

Borrowing Versus Budgeting

Borrowing has administrative and bond counsel costs associated with it and an interest rate that may vary. Budgeting and building special improvement funds each year allows a project reserve to be developed. This will give the City more flexibility to use cash reserves instead of borrowing the full amount for a project. The City should consult with their financial advisor when planning for a large capital expenditure to determine which method is most appropriate.

Economies of Scale

It may be advantageous to group projects together when planning improvements. Doing so potentially creates a more desirable and competitive bidding environment, typically resulting in lower overall project costs. In addition, each project is presented and discussed with City representatives to determine the need and priority.

These conversations include the following considerations:

- » Imminent need
- » Public health and safety concerns
- » Extending the life of infrastructure
- » Potential savings in operating and maintenance costs
- » Funding and grant opportunities

SOURCES OF FUNDING

To fund the anticipated capital improvements, the City can use a variety of sources for specific purposes. For instance, the water utility fund will finance water meter installations but not a street overlay. Therefore, it is important to identify the uses and limitations of the various revenue sources. A brief description of potential sources follows.

General Fund Reserves

General Fund Reserves are the funds remaining after subtracting cash flow and emergency amounts from the City's cash balance, sometimes referred to as the fund balance. The use of the General Fund Reserves is not recommended for capital improvements without significant City staff and Council review.

General Obligation (GO) Bonds

General obligation bonds are backed by the full faith and credit of the subject municipality. GO bonds typically have a lower interest rate than revenue bonds and are repaid through the City's power as a taxing entity.

Intergovernmental Transfers

Intergovernmental transfer funds include revenue sharing from a variety of state and county funding programs per State of South Dakota statute, as well as any special funds or grant dollars received from federal or state programs that are designated for a specific project.

Municipal Sales Tax + Municipal Gross Receipts Tax (MGR)

South Dakota has a base sales tax of 4.5% and allows local governments to add a general municipal sales tax of up to an additional 2%. The City receives approximately \$570,000 annually in municipal sales tax dollars. This funding source is a line item in the City's general fund.

Private Sector Funding

This funding source consists primarily of payments made by developers for the purchase of land, the installation of water, sewer, streets, or other related expenditures. It can also refer to donations made to the City by individuals or groups.

Revenue Bonds

These are bonds issued for improvements made for a specific revenue-producing facility or operation. The debt incurred is repaid from the revenue generated by the facility. If the revenue generated is insufficient, then the difference becomes an annual obligation of the taxpayers and an additional tax levy; these are generally not subject to referendum unless the City will exceed their debt capacity. The debt of the City shall not exceed 5% based upon the assessed valuation of the taxable property for the year preceding. A 10% limit is allowed for the purpose of providing sewer and water subject to voter referendum.

Additional information is provided in the financial analysis in the appendix.

Utility Funds

SANITARY SEWER

Sanitary sewer funds consist of revenue generated from charges for sewage disposal. The cost of operations, existing debt service, and system (capital) improvements determines the ultimate charge levied for the service provided.

The City has utility rate surcharges for the following debt services:

- » CWSRF #1 (Sewer Relining), maturity date 2053

STORM SEWER

Storm sewer funds consist of revenue generated by charging storm sewer utility fees that are used to either partially or fully fund stormwater projects and improvements. The City currently does not have a storm sewer utility fee.

Tax Increment Financing (TIF)

In many cases, cities establish special funds to support capital improvements. TIF is an example of a special fund. TIF revenue is a result of improvements or new development that incrementally increases existing tax value over time. This type of funding mechanism is often used to eliminate blighted conditions or fund economic development activities. The City has five TIF districts:

- » TIF #1 (10)
- » TIF #1 (10A)
- » TIF #1 (Overlap)
- » TIF #2 (SS2)
- » TIF #2 (SS2A)

Special Assessments

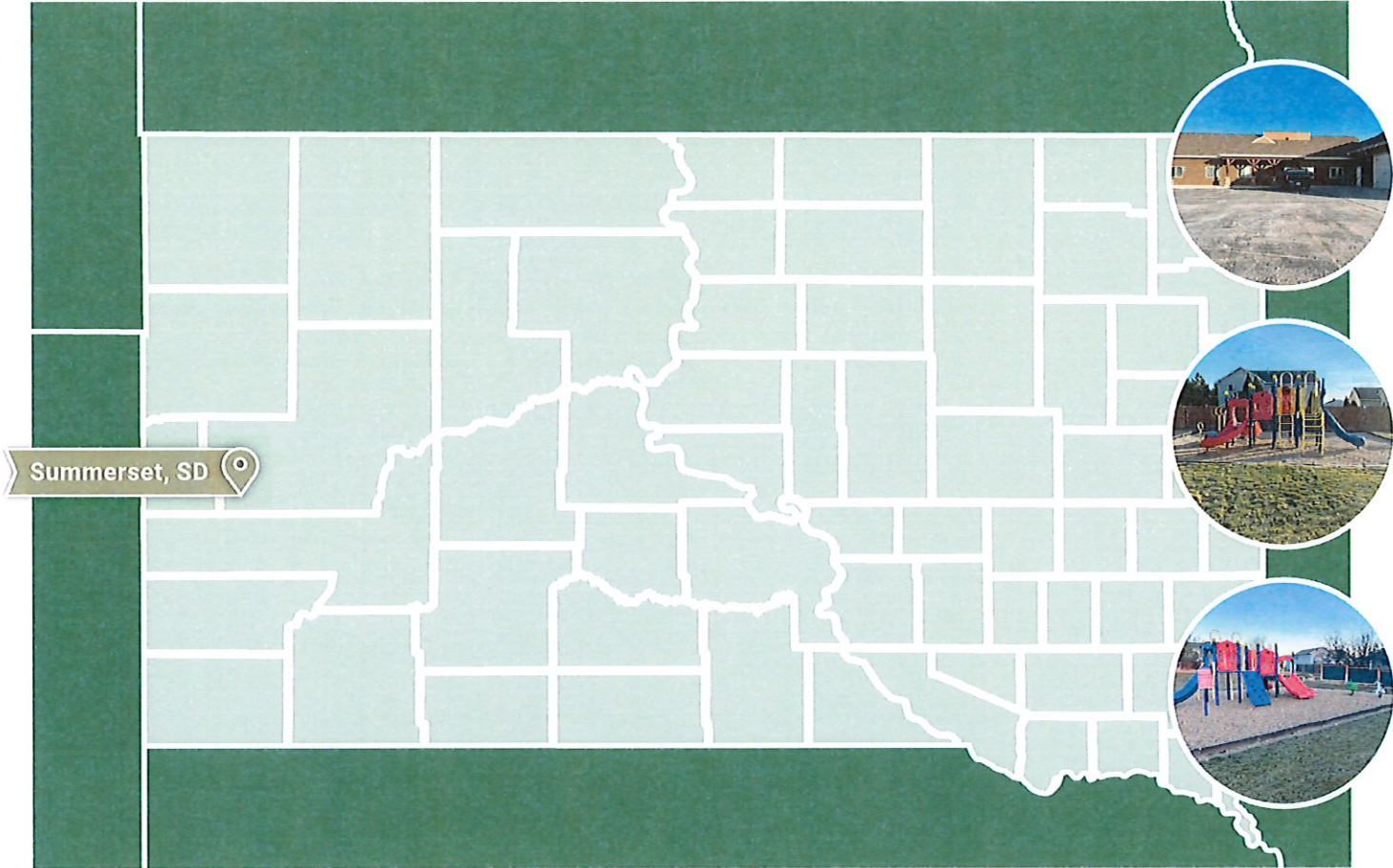
Special assessments are specific taxes levied with property taxes to meet the cost of public improvements that benefit the property affected. The City has not previously used special assessments to finance improvements.

Cost Recovery

A Cost Recovery is another assessment that can be used to reclaim improvement costs from benefiting properties. Interest cannot be applied to the Cost Recovery area, or Cost Recovery District, and fees are paid at time of platting, replatting, or connection to the facilities. The City has not previously used a Cost Recovery for any previously constructed improvements.

COMMUNITY OVERVIEW

Summerset, South Dakota's newest city, is also the second fastest-growing community in the state. Situated in the Piedmont Valley along the foothills of the Black Hills and Interstate 90, Summerset is about midway between Rapid City and Sturgis.



SUMMERSET DEMOGRAPHIC OVERVIEW

KEY FACTS 2023

3,001

Population

1,621

Daytime Population

39.4

Median Age

1,083

Total Households

2023 HOUSING

81%

Owner Occupied
Housing Units

15%

Vacant
Housing Units

19%

Renter
Occupied Housing

224

Housing Units

2023 AVERAGE HOUSEHOLD EXPENDITURES

\$77,473

Annual
Budget Expenditures

\$2,726

Property Taxes

\$1,397

Education

\$6,396

Health Care

\$5,579

Groceries

\$3,462

Home
Maintenance

\$8,745

Transportation

INCOME

\$77,378

Median Household Income

\$32,526

Per Capita Income

\$255,847

Median Net Worth

\$235,204

Median Home Value

BUSINESS

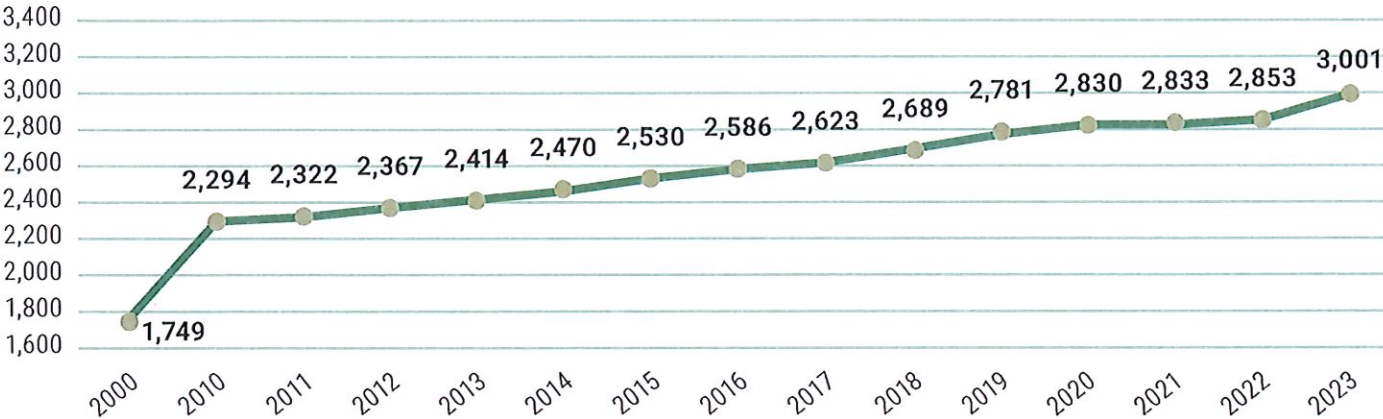
62

Businesses

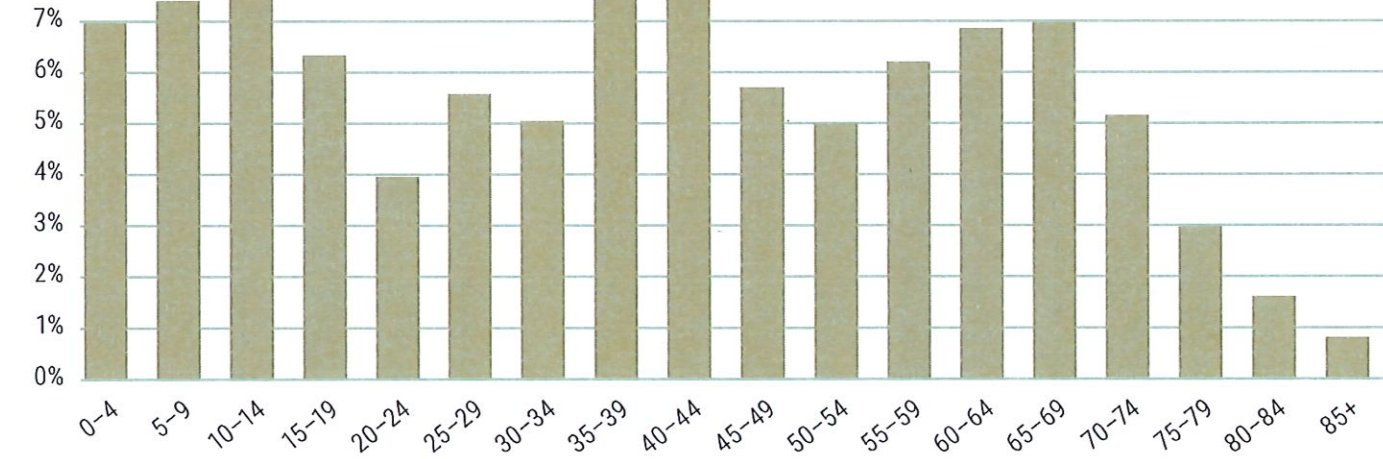
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Employees

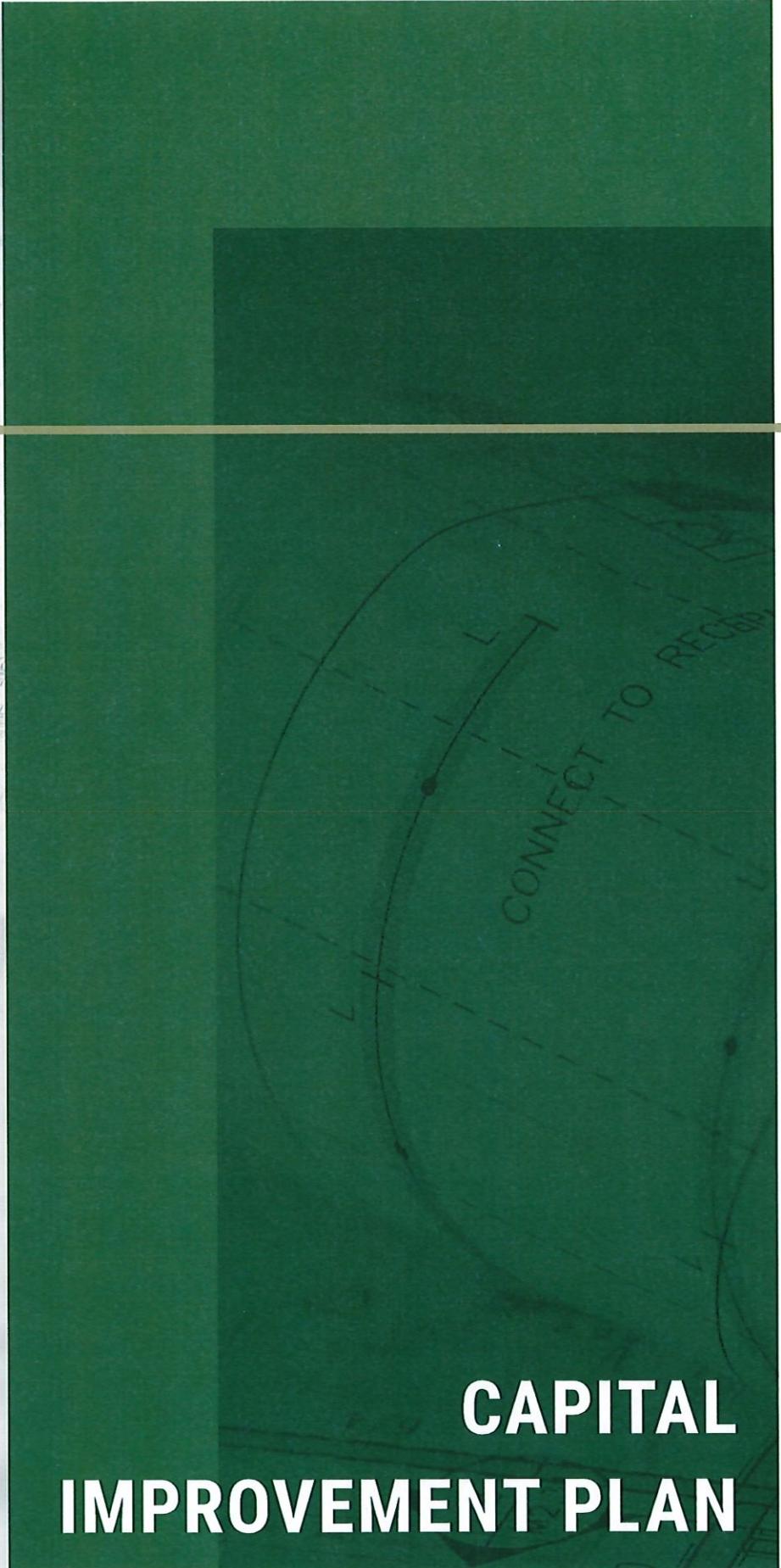
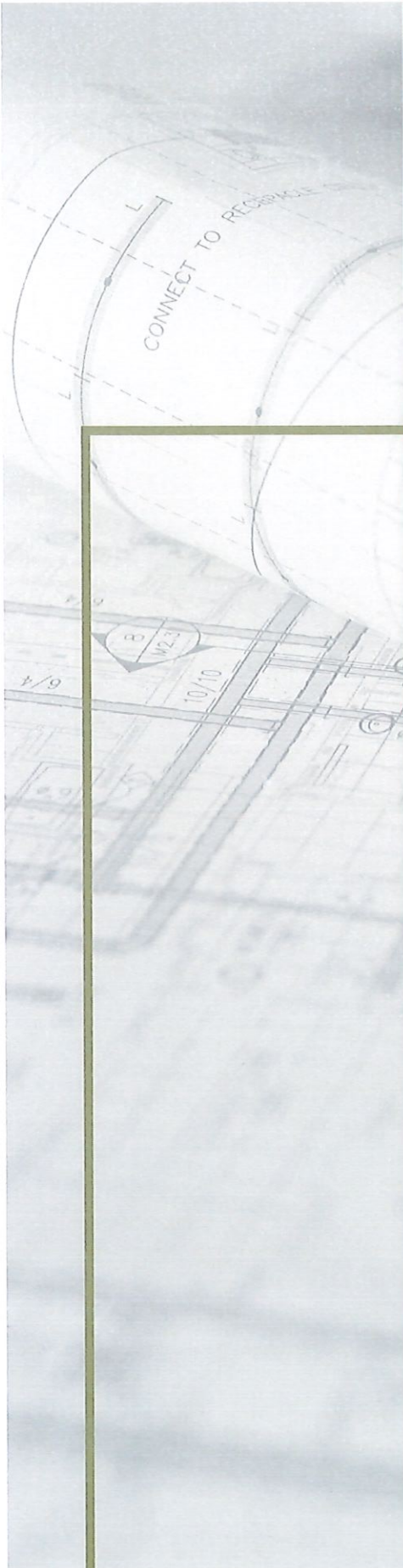
2000-2023 POPULATION TIME SERIES



2023 AGE DISTRIBUTION



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CAPITAL IMPROVEMENT PLAN

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CAPITAL IMPROVEMENT PLAN

CIP DESIGN

To effectively plan for and manage the projects contained in the CIP, activities are placed into program and department categories. The City's activities are divided into four categories:



Infrastructure

UTILITIES

- » Wastewater
- » Stormwater + Drainage

TRANSPORTATION

- » Streets



Facilities

- » City Hall + Police
- » Public Works
- » Wastewater Facility



Parks + Recreation

- » Leisure Lane Park
- » Steamboat Park



Growth + Development

- » Commercial
- » Residential

CITY OF SUMMERSET CIP

To create the City of Summerset's first CIP, ISG worked with the City Administrator, Public Works Manager, and Wastewater Treatment Plant Superintendent to identify and assess department needs and the condition of City-owned infrastructure. City infrastructure for sanitary sewer, and storm sewer utilities were evaluated by reviewing existing studies and maps, analyzing existing infrastructure, and discussions with City staff. City parks, buildings, and other facilities were also evaluated by ISG staff. Additional input for purchasing and budgeting needs were provided by the City Council and Staff.

An expanded list of proposed projects and expenditures was developed for the City through the evaluation and review process completed by ISG (see Appendix B). City staff and Council members were asked to provide input on prioritizing and narrowing the list of programmed projects by year (see Appendix A).

ISG's multi-disciplinary team created an updated, comprehensive CIP for the City. The results are outlined with implementation strategies in the following pages. While ISG provided a full list of recommended or potential projects, City staff and Council members worked to prioritize and select a list of programmed improvements that are proposed for the next five years as part of this CIP. Additional projects from the full list may be replaced or eliminated at the City's discretion.

Potential funding sources have been identified for programmed improvements within this report. A full list of potential grant programs listings and more information are provided in Appendix C. The appendix also includes the effect financing will have on the City's GO debt capacity.

APPENDICES

The CIP includes the following appendices for reference:

Appendix A: Programmed Improvements + Project Priority List

The programmed improvements are scheduled for the next five years, beginning in Fiscal Year 2025. The programmed improvements are based on the Project Priority List that was determined by City Council and City Staff. ISG recommends City Council and City Staff review the Project Priority List on a yearly basis and adjust or update the CIP accordingly.

Appendix B: Project List + Itemized Project Cost Opinions

A full list of identified projects and expenditures are outlined, along with itemized opinions of probable costs.

Appendix C: Financial Analysis

A summary of existing debt, projected debt capacity with planned projects, and a snapshot of projects using general funds.

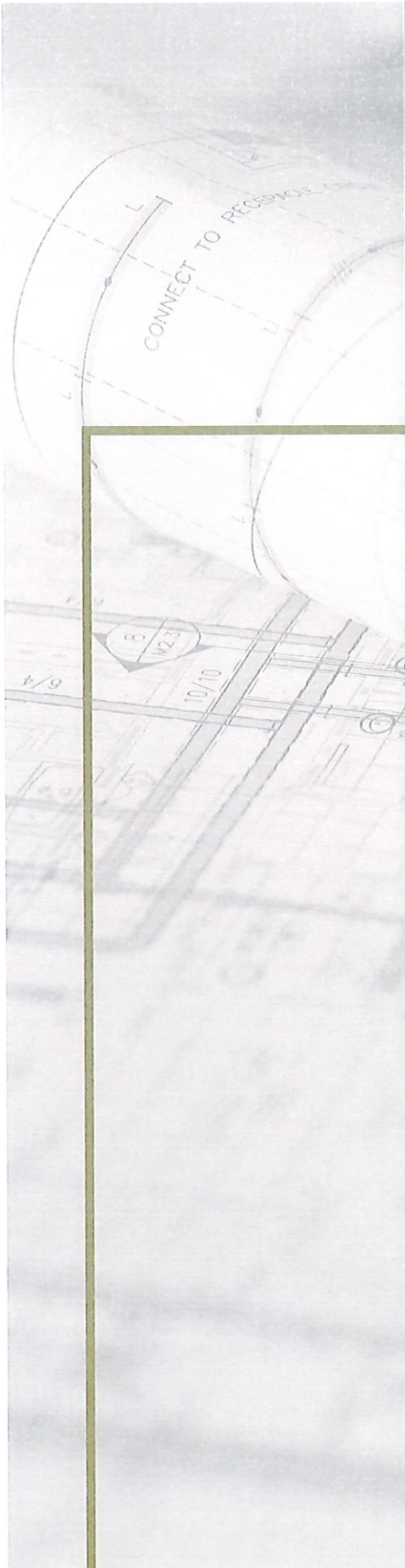
Appendix D: Utility Maps

Utility maps have been developed for the City to be used for future reference.

Appendix E: Supplemental Information

Supplemental information provided to prepare this CIP. This includes a location map of projects, utility capacity assumptions and calculations, and any documents used for reference in the report.





**SYSTEM OVERVIEW,
RECOMMENDATIONS,
AND PROGRAMMED
IMPROVEMENTS**

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SYSTEM OVERVIEW, RECOMMENDATIONS, AND PROGRAMMED IMPROVEMENTS

INFRASTRUCTURE



WASTEWATER

Collection System

The City provides sanitary sewer service to residential and commercial properties within the City limits. The existing collection system is composed of polyvinyl chloride (PVC) gravity main, and PVC force main pipe. With the collection system containing only PVC pipe, it is likely that the system does not experience significant Inflow and Infiltration (I/I) from cracked or damaged pipes.

Table 1.1 Wastewater Collection System

Pipe Size + Material	Total Length (Feet)
6" PVC	2,500
8" PVC	48,310
10" PVC	9,405
6" PVC FM	10,330
12" PVC	1,400
Total	71,945

Lift Stations

There are three lift stations that are part of the City's collection system:

- » Northeast Lift Station
- » Plant Lift Station
- » Southwest Lift Station

The northeast and southwest lift stations are local lift stations, which means they take wastewater collected from a smaller area and pump it up to another part of the collection system. The main plant lift station pumps all wastewater from the collection system up into the Summerset Wastewater Treatment Plant (SWWTP) for treatment.

Table 1.2 Lift Stations

Facility ID	Type	Main Size (in.)
Northeast Lift Station	Wet Well/ Dry Well	6 Force Main
Plant Lift Station	Wet Well/ Dry Well	12
Southwest Lift Station	Wet Well/ Dry Well	6 Force Main



Southwest Lift Station



Lift Station Locations

Wastewater Treatment

Summerset operates a mechanical wastewater treatment facility in the northern section of the City along Interstate 90. The facility began operation in 2004, the plant had upgrades in 2012 to add reed beds for solids treatment and 2018 to add effluent equalization and effluent filtration to enhance removal of total suspended solids (TSS). The treatment process is as follows:

1. Pretreatment: Influent enters a submersible influent lift station, and is lifted into a spiral screen channel.
2. Screened effluent is sent through a six-inch Parshall flume to the sequencing batch reactor (SBR) tanks.
3. SBR effluent flow is sent to filter in the equalization tanks.
4. Effluent is lifted into cloth media filters for ultraviolet (UV) disinfection.
5. UV disinfection of final effluent discharges into an unnamed tributary of Stagebarn Canyon Creek.

Capacity

The system is designed for an average of 0.17 million gallons per day (MGD) according to a Wastewater Treatment Plant Expansion Report prepared by HDR. The current expansion of the facility will increase the capacity to 0.37 MGD. The reported average daily flow is at or exceeding the 0.17 MGD design flow.

RECOMMENDATION

- » Complete Wastewater Treatment Plant improvements

WATER SYSTEM

Supply + Demand

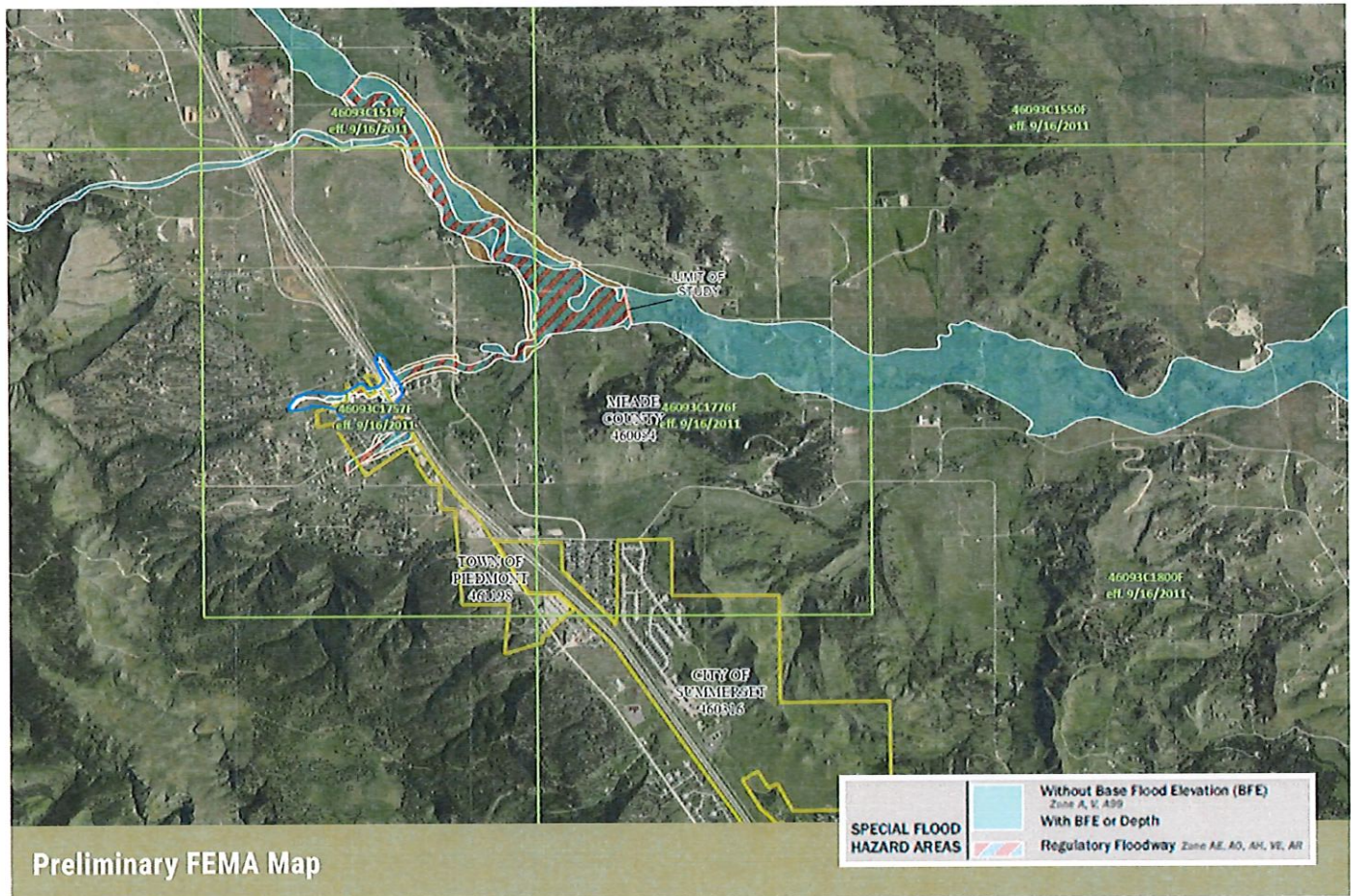
Water is supplied to residential and commercial users within City limits. The water is mainly sourced from Black Hawk Water User District. Dimond D Water Company provides water service to the Sun Valley Estate Subdivision along County Highway MC-4. Water users are billed directly from Black Hawk Water User District or Diamond D Water Company rather than by the City; therefore, the City does not have a water contract with either water provider. All water distribution lines are serviced maintained and improved by the respective water companies.

STORMWATER

Existing Conditions

Stormwater is primarily conveyed through curb and gutter to storm sewer inlets where it enters regional open channels. Culverts are used where roads cross the open channels. Storm sewer is present throughout the City, flowing water to regional detention ponds. The City has a water basin divide near High Meadows Drive. Storm water south of High Meadows Drive is generally conveyed to the southeast towards Boxelder Creek, while stormwater north of High Meadows Drive is conveyed to the north towards Elk Creek.

Flood plain boundaries are under development by the Federal Emergency Management Agency (FEMA). Prior to this, Summerset was mapped by FEMA in 2011. Once the final map is effective, it will be used to determine flood plain boundary for both 100-year and 500-year events.



Development within the 100-year floodplain boundary requires flood insurance for structures, unless the topography is changed with development. In this case, a Letter of Map Revision (LOMR) would need to be approved by FEMA to show the area is no longer within the 100-year floodplain.

STREETS

Existing Conditions

Interstate 90 bisects the City. Sturgis Road is the main thoroughfare in Summerset, running parallel to Interstate 90. It goes as far south as Rapid City, transitioning into Main Street. Sturgis Road also goes as far north as Tilford transitioning into County Highway MC-8A. There are two crossings over Interstate 90 within City limits allowing access to the east/west side of the City. Sturgis Road is a rural section with asphalt surfacing. A majority of the remaining streets are rural or urban sections with asphalt surfacing. A limited number of streets are gravel.

RECOMMENDATION

- » Develop and maintain a Pavement Management Plan (PMP). A PMP will establish a yearly plan for street construction, maintenance practices, and a budget or funding sources. This should include a plan and budget for patching, chip seals, overlays, full reconstruction, and other options as desired.

PARKS



Leisure Lane Park

Leisure Lane Park is located in the heart of Summerset on Leisure Lane. The park contains multiple playground areas, picnic shelters and tables, a basketball court, an asphalt parking lot, and fenced in open space for outdoor events and gatherings. Leisure Lane Park also provides portable restrooms and a community garden area. The park is fully maintained by the City.

RECOMMENDATION

- » Provide sidewalks throughout the park connecting the different sections of the park together.

Steamboat Park

Steamboat Park is located in the northeast section of Summerset along Steamboat Road. The park contains playground equipment, a picnic shelter and tables, park benches, and a basketball court. The back side of the park contains a drainage channel that conveys stormwater west under Interstate 90. The park is maintained by the City.

RECOMMENDATION

- » Provide sidewalks throughout the park connecting the different sections of the park together.

FACILITIES



City Hall + Police

The existing combined City Hall and Police Station is located at the intersection of Leisure Lane and Sturgis Road. The existing police station garage floor drains toward the back wall, the floor needs to be modified to drain to the floor drain. An existing vestibule needs to be replaced with high-impact gypsum board. Doors and door hardware need to be replaced. Other needed improvements include replacing the rooftop units and light fixtures.

Public Works

The Public Works Shop is located at the end Glenwood Drive near the existing water treatment plant. The metal sided building is in good operating condition. There is no potable water in either the public works shop or the wastewater office. Potable water service should be installed to the building. Other improvement to the building include adding a concrete apron to be used for washing equipment, and paving the parking lot to reduce dust around the shop. Installing additional exterior receptacles, security cameras, and an automatic gate opener would improve the usability and security of the building.

Wastewater Facility

The Wastewater Facility is located south of the Sun Valley Estates adjacent to Interstate 90. The facility is in good condition and an expansion is under construction. There are no security cameras outside of the building. Cameras should be installed. The furnace and associated outdoor condenser needs to be replaced as it is nearing the end of useful service life. Security fencing needs to be installed around the reed ponds.

GROWTH + DEVELOPMENT



Existing Conditions

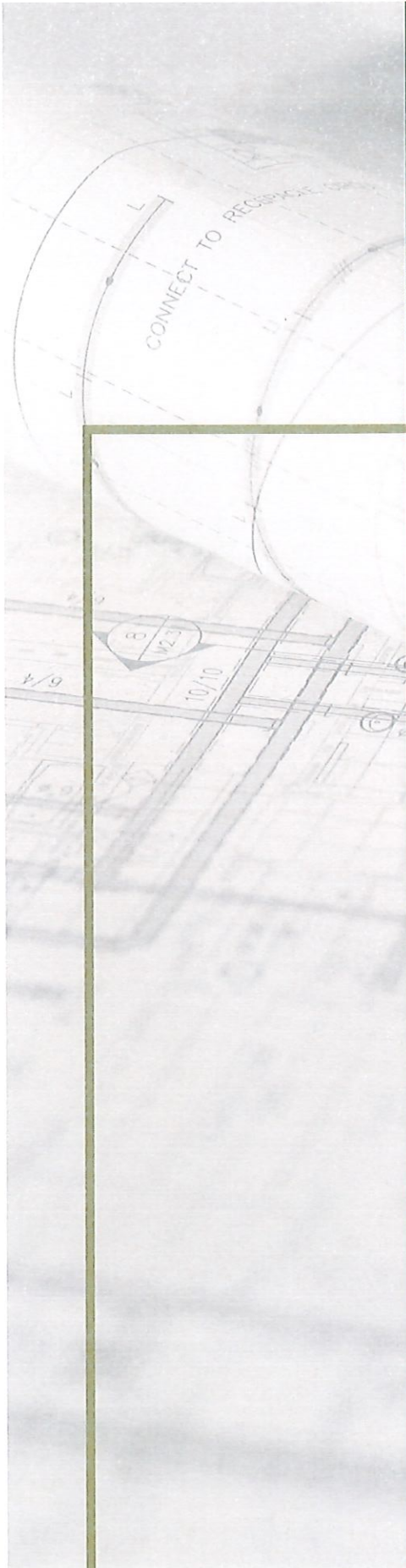
The City has identified a possible area for residential development on the south side of the City. There are many details that need to be coordinated to finalize adequate land for the proposed 160-acre residential development. The proposed development would supply space for 324 future homes. A lift station would need to be constructed to serve the development and surrounding area with sanitary sewer.

The City's goal is to lead future development and plan future infrastructure rather than having a developer guide growth. The City's control of local wastewater would give them the ability to plan and provide wastewater for development, leaving coordination of water and road development for the developer.

Summerset has identified a need for a second access on the south end of the Sun Valley Development to allow for emergency access. The City has also identified a potential area of annexation in the central part of the City. This annexation would help assist in the City's goal of doubling the current population in the next five years.

RECOMMENDATIONS

- » Coordinate with South Dakota Department of Transportation (SDDOT) on the second access point for the Sun Valley Development
- » Plan for long-term growth to the south of the City
 - Growth determination will provide size and location for a new lift station



APPENDICES

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APPENDIX A: PROGRAMMED IMPROVEMENTS BY YEAR

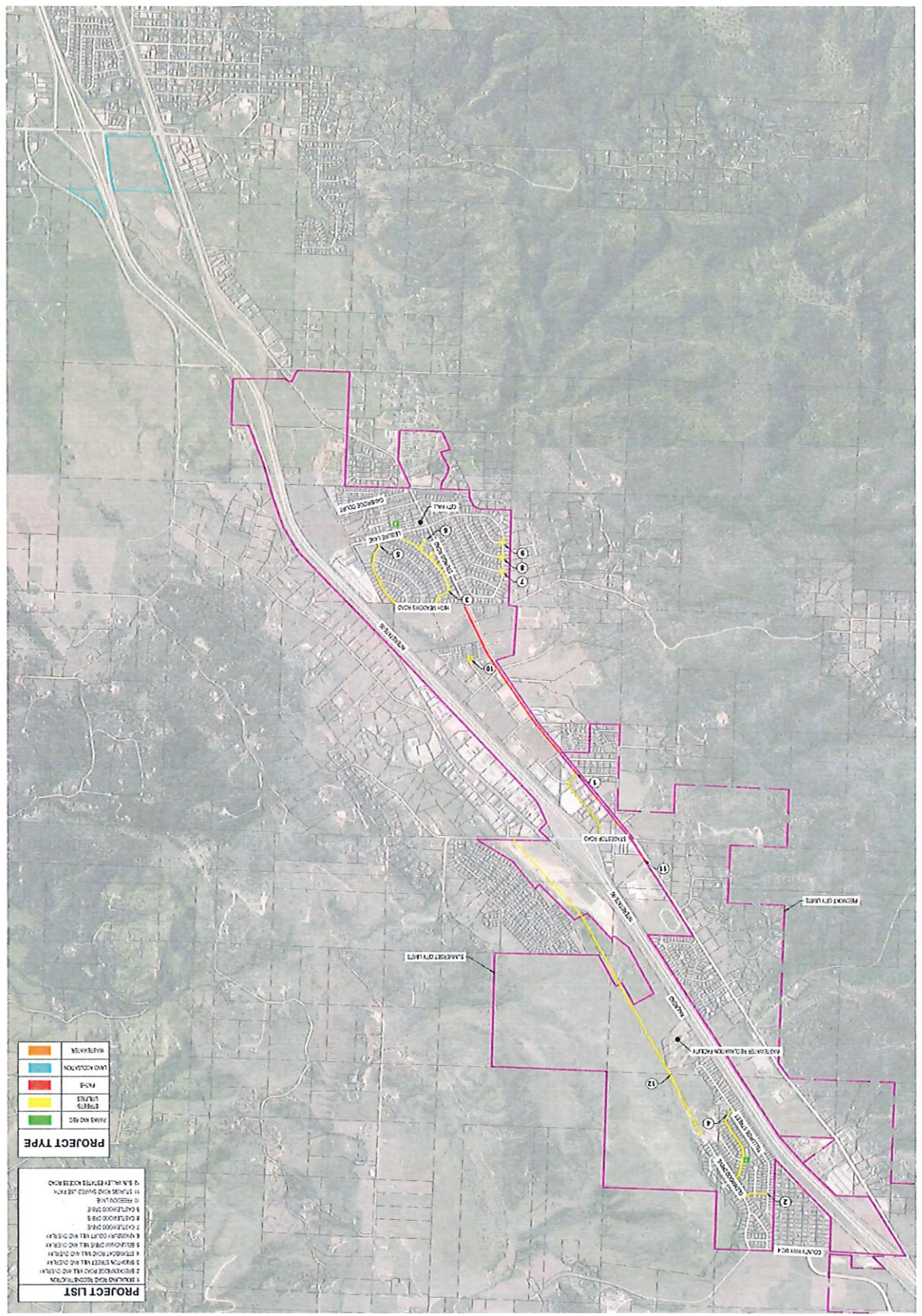
ISG recommends the City Council review the CIP on an annual basis to adjust priorities accordingly. A project priority list shows the five-year schedule of programmed improvements by year beginning in 2025.

Table 1.3 Project Schedule

No.	Project	2025	2026	2027	2028	2029	Future
1	Siouxland Road Reconstruction	\$53,490	\$698,290				
2	Breckenridge Road Mill + Overlay		\$5,340	\$69,616			
3	Brighton Street and Green Point Court Mill and Overlay			\$23,090	\$301,480		
4	Steamboat Road Mill + Overlay				\$16,940	\$221,032	
5	Bellingham Drive Mill + Overlay					\$15,550	\$203,040
6	Kingsbury Court						\$60,220
7	Remington Street and Castlewood Drive Drain Pan and Fillets			\$4,540			
8	Ventura Lane and Castlewood Drive Drain Pan + Fillets			\$4,540			
9	Laramie Lane and Castlewood Drive Drain Pan + Fillets			\$4,540			
10	Freedom Place + Freedom Lane Drain Pan			\$4,600			
11	Sturgis Road Shared Use Path						\$1,317,818
12	Sun Valley Estates Access Road						\$6,273,060
Yearly Totals		\$53,490	\$703,630	\$110,926	\$318,420	\$236,582	\$7,854,138

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APPENDIX B: EXPANDED PROJECT LIST



ISGinc.com

SUMMERSET CIP
 SOMERSET, NJ - 08876
 ISG PROJECT NO. 23-2799

Architecture + Engineering + Environmental + Planning



PROJECT LOCATIONS

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Table 1.4 Itemized Project Cost

No.	Project	Cost	Description	Composite (1-10, 1=Highest)
1	Siouxland Road Reconstruction	\$751,780	Proposed improvements include full reconstruction of Siouxland Road with 6" HMA pavement (minimum thickness via 2016 Design Criteria), as well as replacement of existing culverts along Siouxland Road.	
2	Breckenridge Road Mill + Overlay	\$74,956	Project includes 2" cold milling and HMA overlay. Street signs and light poles will need to be removed and reset during construction. Manhole adjustments will also be necessary.	
3	Brighton Street/ Green Point Court Mill + Overlay	\$324,570	Project includes 2" cold milling and HMA overlay. Street signs and light poles will need to be removed and reset during construction. Manhole adjustments will also be necessary.	
4	Steamboat Road Mill + Overlay	\$237,972.40	Project includes 2" cold milling and HMA overlay. Street signs and light poles will need to be removed and reset during construction. Manhole adjustments will also be necessary.	
5	Bellingham Drive Mill + Overlay	\$218,590	Project includes 2" cold milling and HMA overlay. Street signs and light poles will need to be removed and reset during construction. Manhole adjustments will also be necessary.	
6	Kingsbury Court	\$60,220	Project includes 2" cold milling and HMA overlay. Street signs and light poles will need to be removed and reset during construction. Manhole adjustments will also be necessary.	
7	Remington Street and Castlewood Drive Drain Pan and Fillet	\$4,540	Project includes replacement of drain pan and fillets.	
8	Ventura Lane and Castlewood Drive Drain Pan and Fillet	\$4,540	Project includes replacement of drain pan and fillets.	
9	Laramie Lane and Castlewood Drive Drain Pan and Fillet	\$4,540	Project includes replacement of drain pan and fillets.	
10	Freedom Place and Freedom Lane Drain Pan	\$4,600	Project includes replacement of drain pan.	
11	Sturgis Road Shared Use Path	\$1,317,818	Project includes construction of a shared use path along Sturgis road from Summerset subdivision to Stagebarn Middle school.	
12	Sun Valley Estates Access Road	\$6,273,060	Proposed improvements include new access road that extends from Glenwood Drive to the south to provide a second access point to the Sun Valley Estates housing development.	

APPENDIX TABLE KEY			
LS: Lump sum	TN: Ton	RCP: Reinforced concrete pipe	PCC: Portland cement concrete
CY: Cubic yard	SF: Square foot	SDR: Standard dimension ratio	PEX: Cross-linked polyethylene
EA: Each	SY: Square yard		
LF: Linear foot			

Table 1.5 Engineer’s Opinion of Probable Cost: Siouxland Road Reconstruction

No.	Item Description	Unit	Qty	Unit Price	Total
1	Traffic Control	LS	1	\$12,000	\$12,000
2	Remove HMA Pavement	SY	4,300	\$5	\$21,500
3	Remove PCC Pavement	SY	550	\$15	\$8,250
4	Remove and Reset Mailbox and Post	EA	10	\$150	\$1,500
5	Remove Storm Sewer Culvert	LF	420	\$15	\$6,300
6	Remove Gravel Surfacing	CY	25	\$5	\$125
7	Unclassified Excavation	CY	1,875	\$10	\$18,750
8	Subgrade Preparation	SY	5,400	\$3	\$16,200
9	Subbase, Crushed Aggregate, 6"	TN	1,525	\$25	\$38,125
10	Storm Sewer, RCP, 12" Culvert	LF	400	\$75	\$30,000
11	Storm Sewer, RCP, 15" Culvert	LF	40	\$100	\$4,000
12	Driveway Pavement, 6"	SY	550	\$85	\$46,750
13	HMA Pavement, 6", 24' Width	TN	1,685	\$145	\$244,325
14	Geotextile Fabric for Subgrade Stabilization	SY	5,400	\$6	\$32,400
15	Testing	LS	1	\$10,000	\$10,000
16	Mobilization	LS	1	\$34,000	\$34,000
Construction Cost					\$524,225
20% Construction Contingency					\$104,845
Total Estimated Construction Cost					\$629,070
Survey					\$6,300
Design Engineering					\$47,190
Bidding + Contract Documents					\$6,300
Construction Engineering					\$44,040
Administration + Legal					\$18,880
Total Estimated Project Cost:					\$751,780

Proposed improvements include full reconstruction of Siouxland Road with 6" HMA pavement (min thickness via 2016 Design Criteria), as well as replacement of existing culverts along Siouxland Road.

Table 1.6 Engineer's Opinion of Probable Cost: Breckenridge Road Mill + Overlay

No.	Item Description	Unit	Qty	Unit Price	Total
1	Traffic Control	LS	1	\$3,000	\$3,000
2	Cold Milling Asphalt Concrete, 2"	SY	2,261	\$5	\$11,305
3	Adjust Manhole	EA	3	\$1,500	\$4,500
4	HMA Pavement, 2", 28' Width	TN	210	\$145	\$30,450
5	Mobilization	LS	1	\$3,000	\$3,000
Construction Cost					\$52,255
20% Construction Contingency					\$10,451
Total Estimated Construction Cost					\$62,706
Survey					\$630
Design Engineering					\$4,710
Bidding + Contract Documents					\$630
Construction Engineering					\$4,390
Administration + Legal					\$1,890
Total Estimated Project Cost:					\$74,956

Project includes 2" cold milling and HMA overlay. Street signs and light poles will need to be removed and reset during construction. Manhole adjustments will also be necessary.

Table 1.7 Engineer's Opinion of Probable Cost: Breckenridge Road Mill + Overlay

No.	Item Description	Unit	Qty	Unit Price	Total
1	Traffic Control	LS	1	\$10,000	\$10,000
2	Remove and Reset Mailbox and Post	EA	11	\$150	\$1,650
3	Epoxy Pavement Marking Paint, 4" White	LF	90	\$5	\$450
4	Cold Milling Asphalt Concrete, 2"	SY	8,300	\$5	\$41,500
5	Adjust Manhole	EA	8	\$1,500	\$12,000
6	HMA Pavement, 2", 28' Width	TN	1,005	\$145	\$145,725
7	Mobilization	LS	1	\$15,000	\$15,000
Construction Cost					\$226,325
20% Construction Contingency					\$45,265
Total Estimated Construction Cost					\$271,590
Survey					\$2,720
Design Engineering					\$20,370
Bidding + Contract Documents					\$2,720
Construction Engineering					\$19,020
Administration + Legal					\$8,150
Total Estimated Project Cost:					\$324,570

Project includes 2" cold milling and HMA overlay. Street signs and light poles will need to be removed and reset during construction. Manhole adjustments will also be necessary.

Table 1.8 Engineer's Opinion of Probable Cost: Steamboat Road Mill + Overlay

No.	Item Description	Unit	Qty	Unit Price	Total
1	Traffic Control	LS	1	\$10,000	\$10,000
2	Remove and Reset Mailbox and Post	EA	16	\$150	\$2,400
3	Remove + Reset Luminaire Pole	EA	3	\$700	\$2,100
4	Salvage Traffic Sign for Reset	EA	6	\$30	\$180
5	Reset Sign	EA	6	\$12	\$72
6	Cold Milling Asphalt Concrete, 2"	SY	5,790	\$5	\$28,950
7	Adjust Manhole	EA	6	\$1,500	\$9,000
8	HMA Pavement, 2", 28' Width	TN	705	\$145	\$102,225
9	Mobilization	LS	1	\$11,000	\$11,000
Construction Cost					\$165,927
20% Construction Contingency					\$33,185
Total Estimated Construction Cost					\$199,112.40
Survey					\$2,000
Design Engineering					\$14,940
Bidding + Contract Documents					\$2,000
Construction Engineering					\$13,940
Administration + Legal					\$5,980
Total Estimated Project Cost:					\$237,972

Project includes 2" cold milling and HMA overlay. Street signs and light poles will need to be removed and reset during construction. Manhole adjustments will also be necessary.

Table 1.9 Engineer's Opinion of Probable Cost: Bellingham Drive Mill and Overlay

No.	Item Description	Unit	Qty	Unit Price	Total
1	Traffic Control	LS	1	\$10,000	\$10,000
2	Remove and Reset Mailbox and Post	EA	17	\$150	\$2,550
3	Cold Milling Asphalt Concrete, 2"	SY	5,325	\$5	\$26,625
4	Adjust Manhole	EA	6	\$1,500	\$9,000
5	HMA Pavement, 2", 28' Width	TN	650	\$145	\$94,250
6	Mobilization	LS	1	\$10,000	\$10,000
Construction Cost					\$152,425
20% Construction Contingency					\$30,485
Total Estimated Construction Cost					\$182,910
Survey					\$1,830
Design Engineering					\$13,720
Bidding + Contract Documents					\$1,830
Construction Engineering					\$12,810
Administration + Legal					\$5,490
Total Estimated Project Cost:					\$218,590

Project includes 2" cold milling and HMA overlay. Street signs and light poles will need to be removed and reset during construction. Manhole adjustments will also be necessary.

Table 1.10 Engineer’s Opinion of Probable Cost: Kingsbury Court Mill and Overlay

No.	Item Description	Unit	Qty	Unit Price	Total
1	Traffic Control	LS	1	\$3,000	\$3,000
2	Remove and Reset Mailbox and Post	EA	2	\$150	\$300
3	Cold Milling Asphalt Concrete, 2"	SY	1,470	\$5	\$7,350
4	Adjust Manhole	EA	1	\$1,500	\$1,500
5	HMA Pavement, 2", 28' Width	TN	185	\$145	\$26,825
6	Mobilization	LS	1	\$3,000	\$3,000
Construction Cost					\$41,975
20% Construction Contingency					\$8,395
Total Estimated Construction Cost					\$50,370
Survey					\$510
Design Engineering					\$3,780
Bidding + Contract Documents					\$510
Construction Engineering					\$3,530
Administration + Legal					\$1,520
Total Estimated Project Cost:					\$60,220

Project includes 2" cold milling and HMA overlay. Street signs and light poles will need to be removed and reset during construction. Manhole adjustments will also be necessary.

Table 1.11 Engineer’s Opinion of Probable Cost: Castlewood Drive and Remington Street Drain Pan Improvements

No.	Item Description	Unit	Qty	Unit Price	Total
1	Traffic Control	LS	1	\$1,000	\$1,000
2	Remove Concrete Pavement	SY	15	\$15	\$225
3	Remove Concrete Curb + Gutter	FT	40	\$10	\$400
4	PCC Fillet Section, 6"	SY	5	\$105	\$525
5	Concrete Approach Pavement, 6"	SY	10	\$80	\$800
6	Mobilization	LS	1	\$200	\$200
Construction Cost					\$3,150
20% Construction Contingency					\$630
Total Estimated Construction Cost					\$3,780
Survey					\$40
Design Engineering					\$290
Bidding + Contract Documents					\$40
Construction Engineering					\$270
Administration + Legal					\$120
Total Estimated Project Cost:					\$4,540

Project Includes replacement of drain pan and fillets.

Table 1.12 Engineer’s Opinion of Probable Cost: Castlewood Drive/Ventura Lane Drain Pan Improvements

No.	Item Description	Unit	Qty	Unit Price	Total
1	Traffic Control	LS	1	\$1,000	\$1,000
2	Remove Concrete Pavement	SY	15	\$15	\$225
3	Remove Concrete Curb + Gutter	FT	40	\$10	\$400
4	PCC Fillet Section, 6"	SY	5	\$105	\$525
5	Concrete Approach Pavement, 6"	SY	10	\$80	\$800
6	Mobilization	LS	1	\$200	\$200
Construction Cost					\$3,150
20% Construction Contingency					\$630
Total Estimated Construction Cost					\$3,780
Survey					\$40
Design Engineering					\$290
Bidding + Contract Documents					\$40
Construction Engineering					\$270
Administration + Legal					\$120
Total Estimated Project Cost:					\$4,540

Project Includes replacement of drain pan and fillets.

Table 1.13 Engineer's Opinion of Probable Cost: Castlewood Drive/Laramie Lane Drain Pan Improvements

No.	Item Description	Unit	Qty	Unit Price	Total
1	Traffic Control	LS	1	\$1,000	\$1,000
2	Remove Concrete Pavement	SY	15	\$15	\$225
3	Remove Concrete Curb + Gutter	FT	40	\$10	\$400
4	PCC Fillet Section, 6"	SY	5	\$105	\$525
5	Concrete Approach Pavement, 6"	SY	10	\$80	\$800
6	Mobilization	LS	1	\$200	\$200
Construction Cost					\$3,150
20% Construction Contingency					\$630
Total Estimated Construction Cost					\$3,780
Survey					\$40
Design Engineering					\$290
Bidding + Contract Documents					\$40
Construction Engineering					\$270
Administration + Legal					\$120
Total Estimated Project Cost:					\$4,540

Project Includes replacement of drain pan and fillets.

Table 1.14 Engineer's Opinion of Probable Cost: Freedom Place/Freedom Lane Drain Pan Improvements

No.	Item Description	Unit	Qty	Unit Price	Total
1	Traffic Control	LS	1	\$1,000	\$1,000
2	Remove Concrete Pavement	SY	20	\$15	\$300
3	Remove Asphalt Concrete Pavement	SY	20	\$5	\$100
4	Concrete Approach Pavement, 6"	SY	20	\$80	\$1,600
5	Mobilization	LS	1	\$200	\$200
Construction Cost					\$3,200
20% Construction Contingency					\$640
Total Estimated Construction Cost					\$3,840
Survey					\$40
Design Engineering					\$290
Bidding + Contract Documents					\$40
Construction Engineering					\$270
Administration + Legal					\$120
Total Estimated Project Cost:					\$4,600

Project Includes replacement of drain pan.

Table 1.15 Engineer’s Opinion of Probable Cost: Sturgis Road Shared Use Path

No.	Item Description	Unit	Qty	Unit Price	Total
1	Traffic Control	LS	1	\$10,000	\$10,000
2	Remove Asphalt Concrete Pavement	SY	725	\$5	\$3,625
3	Remove Concrete Pavement	SY	75	\$15	\$1,125
4	Remove Granular Surfacing	CY	25	\$5	\$125
5	Unclassified Excavation	CY	14,000	\$10	\$140,000
6	Scarify and Recompact Subgrade	SY	9,335	\$2	\$18,670
7	Aggregate Base Course	TN	2,835	\$25	\$70,875
8	6" Concrete Sidewalk	SF	59,650	\$10	\$596,500
9	Type A Detectable Warnings	SF	240	\$80	\$19,200
10	Weed Control	SY	6,700	\$0.10	\$670
11	Concrete Washout Area	EA	1	\$500	\$500
12	Geotextile Fabric for Subgrade Stabilization	SY	9,335	\$5	\$46,675
13	Mobilization	LS	1	\$11,000	\$11,000
Construction Cost					\$918,965
20% Construction Contingency					\$183,793
Total Estimated Construction Cost					\$1,102,758
Survey					\$11,030
Design Engineering					\$82,710
Bidding + Contract Documents					\$11,030
Construction Engineering					\$77,200
Administration + Legal					\$33,090
Total Estimated Project Cost:					\$1,317,818

Project includes construction of a shared use path along Sturgis road from Summerset Subdivision to Stagebarn Middle School.

Table 1.16 Engineer’s Opinion of Probable Cost: Sun Valley Estates Access Road

No.	Item Description	Unit	Qty	Unit Price	Total
1	Traffic Control	LS	1	\$8,000	\$8,000
2	Unclassified Excavation	CY	32,000	\$12	\$384,000
3	Clearing +Grubbing	LS	1	\$75,000	\$75,000
4	Strip, Salvage, and Spread Topsoil	CY	5,500	\$8	\$44,000
5	Subgrade Preparation	SY	35,000	\$3	\$105,000
6	Subbase, Crushed Aggregate, 6"	TN	15,000	\$25	\$375,000
7	Storm Sewer	LF	8,000	\$90	\$720,000
8	Box Culvert	EA	2	\$15,000	\$30,000
9	Rectangular Grate Intake	EA	40	\$5,000	\$200,000
10	HMA Pavement, 4" 28' Width	TN	8,500	\$145	\$1,232,500
11	Geotextile Fabric for Subgrade Stabilization	SF	35,000	\$5	\$175,000
12	PCC Curb + Gutter	LF	17,000	\$40	\$680,000
13	Seeding, Fertilizing and Mulching	LS	1	\$50,000	\$50,000
14	Testing	LS	1	\$10,000	\$10,000
15	Mobilization	LS	1	\$286,000	\$286,000
Construction Cost					\$4,374,500
20% Construction Contingency					\$874,900
Total Estimated Construction Cost					\$5,249,400
Survey					\$52,500
Design Engineering					\$393,710
Bidding + Contract Documents					\$52,500
Construction Engineering					\$367,460
Administration + Legal					\$157,490
Total Estimated Project Cost:					\$6,273,060

Proposed improvements include new access road that extends Glenwood Dr to the south to provide a second access point to the Sun Valley Estates housing development.

Table 1.19 Calculated Debt Capacity + Programmed Improvements

Loan Title	2022	2025 (Projected)	2026 (Projected)	2027 (Projected)	2028 (Projected)	2029 (Projected)
Programmed Improvements						

Table 1.20 Revenue Debt Analysis

Loan Title	2025 (Projected)	2026 (Projected)	2027 (Projected)	2028 (Projected)	2029 (Projected)
Programmed Improvements					

Table 1.21 Estimated Property Tax Levy

Loan Title	2022	2025 (Projected)	2026 (Projected)	2027 (Projected)	2028 (Projected)	2029 (Projected)

*Assumes a conservative 2.0% annual increase in property valuation

**Assumes a 20-year note at a 3.5%

ISG Recommends consulting with Municipal Advisor prior to issuing debt for any large capital improvements to ensure the City has adequate debt capacity and annual revenues are enough to cover anticipated debt service.

GRANT FUNDING OPPORTUNITIES FOR CAPITAL IMPROVEMENT PROJECTS

Introduction

External funding sources play a pivotal role in supporting capital improvement projects outlined in the Capital Improvement Program (CIP). These grants offer financial assistance to municipalities and organizations, facilitating the realization of critical infrastructure initiatives. By leveraging these opportunities, communities can alleviate financial burdens and expedite the implementation of essential projects, ultimately enhancing public services and quality of life.

Clean Water State Revolving Loan Fund (CWSRF)

The CWSRF offers low-interest loans to finance water quality improvement projects, aiding communities in meeting federal Clean Water Act requirements. Through this program, municipalities can address critical needs such as wastewater treatment and stormwater management. By leveraging CWSRF funds, communities can advance environmental sustainability while minimizing financial strain. The project must be on the State Water Plan (SWP) prior to submitting the funding application.

Interest Rates (As of November 2023):

- » 5 year: 2.5%,
- » 10 year: 3.25%,
- » 20 year: 3.5%,
- » 30 year: 3.75%

Application Deadline: Quarterly – January 1, April 1, July 1, October 1. SD Board of Water and Natural Resources (BWNR) board reviews applications quarterly.

Requirements:

- » Projects must be on SWP. Applications are due by October 1, but SWP can be amended quarterly by submitting applications by February 1, May 1, or August 1.
- » Planning Districts assist communities with the applications. An engineer prepares a Facility Plan as part of the application.

Award Limits: Varies based on project scope and eligibility.

Eligible Projects: Water infrastructure improvements such as wastewater treatment plants, stormwater management, and green infrastructure.

Drinking Water State Revolving Loan Fund (DWSRF)

The DWSRF provides low-interest loans to support drinking water infrastructure projects, ensuring safe and reliable water supplies for communities. By accessing DWSRF funds, municipalities can enhance water quality, address aging infrastructure challenges, and comply with regulatory standards. The project must be on the SWP prior to submitting the funding application.

Interest Rates (As of Nov. 2023):

- » 5 year: 2.5%,
- » 10 year: 3.25%
- » 20 year: 3.5%
- » 30 year: 3.75%

Application Deadline: Quarterly—January 1, April 1, July 1, October 1. SD Board of Water and Natural Resources (BWNR) board reviews applications quarterly.

Requirements:

- » Projects must be on SWP. Applications are due by October 1, but SWP can be amended quarterly by submitting applications by February 1, May 1, or August 1.
- » Planning Districts assist communities with the applications. An engineer prepares a Facility Plan as part of the application.

Award Limits: Dependent on project specifics and eligibility.

Eligible Projects: Drinking water infrastructure upgrades, including water treatment facilities and distribution systems.

Land and Water Conservation Fund (LWCF)

The LWCF provides grants for the acquisition and development of public outdoor recreation areas and facilities, promoting conservation and enhancing community access to natural spaces. With LWCF support, municipalities can expand parks, develop trails, and protect valuable land while supporting recreation.

Matching Funds: Requires a 100% cost share.

Application Deadline: Announced annually, typically in August. Award date typically in January.

Award Limits: Minimum: \$250,000—Maximum: \$5,000,000

Eligible Projects: Acquisition and development of public outdoor recreation areas and facilities.

South Dakota Community Development Block Grants (CDBG)

CDBG grants offer flexible funding to address a wide range of community development needs, including housing rehabilitation, infrastructure improvements, and economic development initiatives. By leveraging CDBG funds, municipalities can revitalize neighborhoods, create affordable housing opportunities, and stimulate economic growth. Applicants should work with their local planning district to apply.

Matching Funds: No required match.

Application Deadline: Due semi-annually on April 1 and October 1.

Award Limits: Determined by federal allocation and project needs.

Eligible Projects: Broad range including housing rehabilitation, infrastructure improvements, and economic development initiatives.

Recreational Trails Program

The Recreational Trails Program supports the development and maintenance of recreational trails, promoting outdoor recreation opportunities and enhancing community connectivity. Through RTP grants, municipalities can create accessible trail systems, improve trail infrastructure, and provide recreational amenities for residents and visitors, encouraging health, wellness, and outdoor enjoyment. Payment takes place on a reimbursement basis: the project sponsor must incur costs for work completed, and then submit reimbursement request form and supporting documentation to the grants coordinator for payment.

Matching Funds: 20% match required.

Application Deadline: Announced annually typically in April.

Award Limits: Generally, range between \$40,000 and \$200,000.

Eligible Projects: Motorized and non-motorized trail development, maintenance, and accessibility enhancements.

Transportation Alternatives Program (TAP)

TAP provides funding for non-traditional transportation projects, including pedestrian and bicycle facilities, recreational trails, and safe routes to school initiatives. By accessing TAP funds, municipalities can enhance multimodal transportation options, improve safety for pedestrians and cyclists, and promote active transportation alternatives, thereby creating more walkable communities.

Matching Funds: 18.05% match required.

Application Deadline: Announced annually typically in October.

Award Limits: Generally, range between \$50,000 and \$600,000 depending on annual funding allowance.

Eligible Projects: Non-traditional transportation projects such as pedestrian and bicycle facilities, recreational trails, and safe routes to school initiatives.

Community Access Grant

The Community Access Grant program supports infrastructure projects aimed at enhancing community access and connectivity. By securing Community Access Grants, municipalities can improve transportation networks, enhance public facilities, and promote equitable access to essential services, promoting inclusivity, and community well-being. Town must be less than 5,000 in population to be eligible for these grant funds.

Matching Funds: 20% match required.

Application Deadline: Announced annually typically in July.

Award Limits: \$600,000 maximum.

Eligible Projects: Enhancing community access and connectivity through infrastructure improvements.

GOED Infrastructure Improvement Program (South Dakota)

The GOED Infrastructure Improvement Program provides funding for infrastructure projects that promote economic development, job creation, and community enhancement within South Dakota. By accessing GOED grants, municipalities can invest in critical infrastructure, support business growth, and strengthen the state's economy.

Matching Funds: No match required.

Application Deadline: Applications accepted quarterly on January 31st, April 30th, July 31st, and October 31st.

Award Limits: Dependent on project specifics and available funding.

Eligible Projects: Infrastructure projects aimed at economic development, job creation, and community enhancement within South Dakota.

South Dakota Community Facilities Direct Loan and Grant Program

The South Dakota Community Facilities Direct Loan and Grant Program offers financial assistance to rural communities for the development of essential community facilities. Through a combination of low-interest loans and grants, this program aims to improve infrastructure, enhance public services, and foster economic growth in underserved areas of the state. By accessing funds through this program, municipalities can address critical needs such as healthcare facilities, public safety buildings, and community centers, thereby enhancing the quality of life for residents and promoting community development.

Matching Funds and Interest: No matching funds for grant portion. Market: 3.75%, Intermediate: 4.125%, Poverty: 4.5%

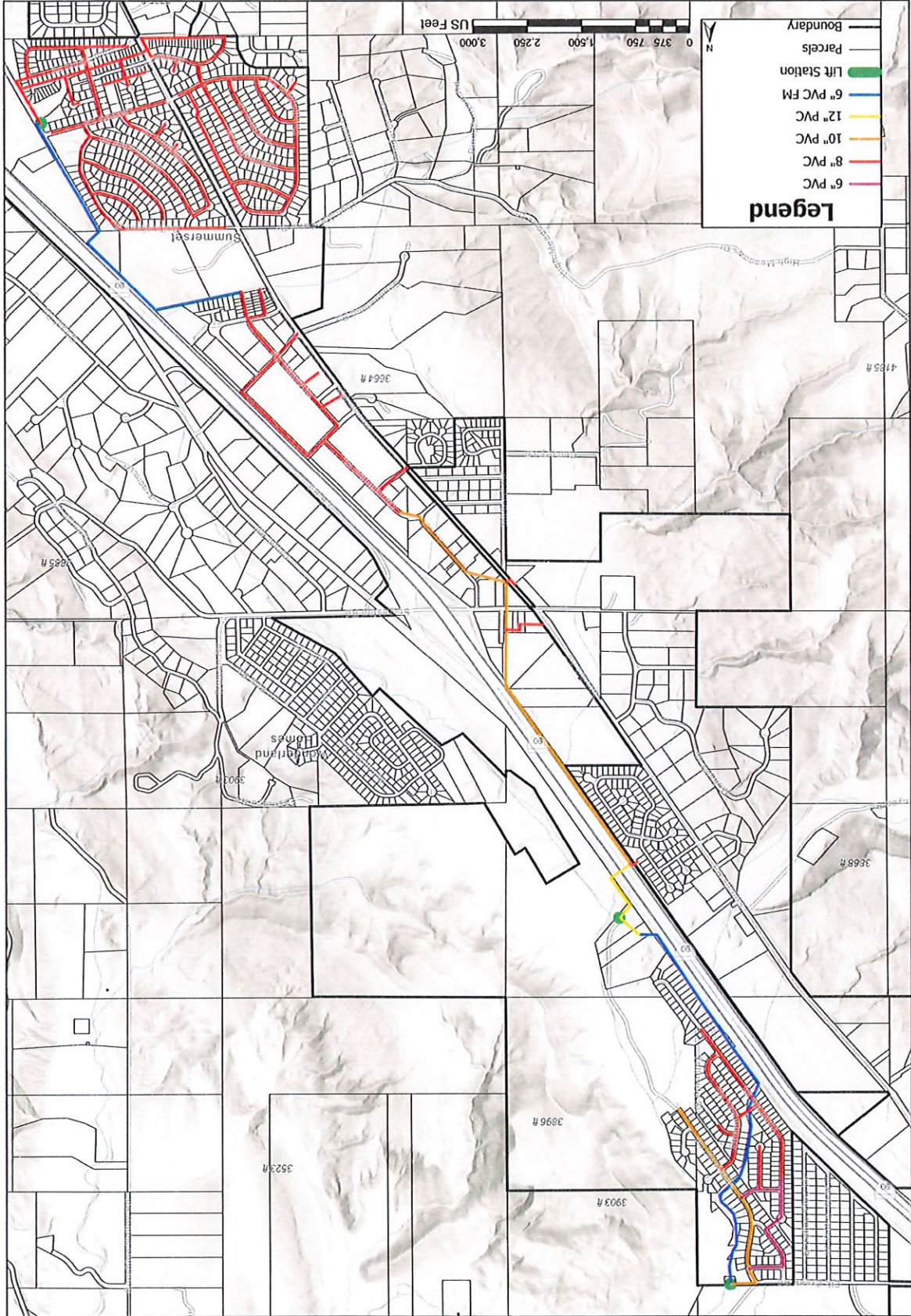
Application Deadline: Open year-round.

Award Limits: Determined by community population and income.

Eligible Projects: Construction, renovation, or expansion of essential community facilities such as healthcare facilities, public safety buildings, and community centers in rural areas of South Dakota.

Conclusion

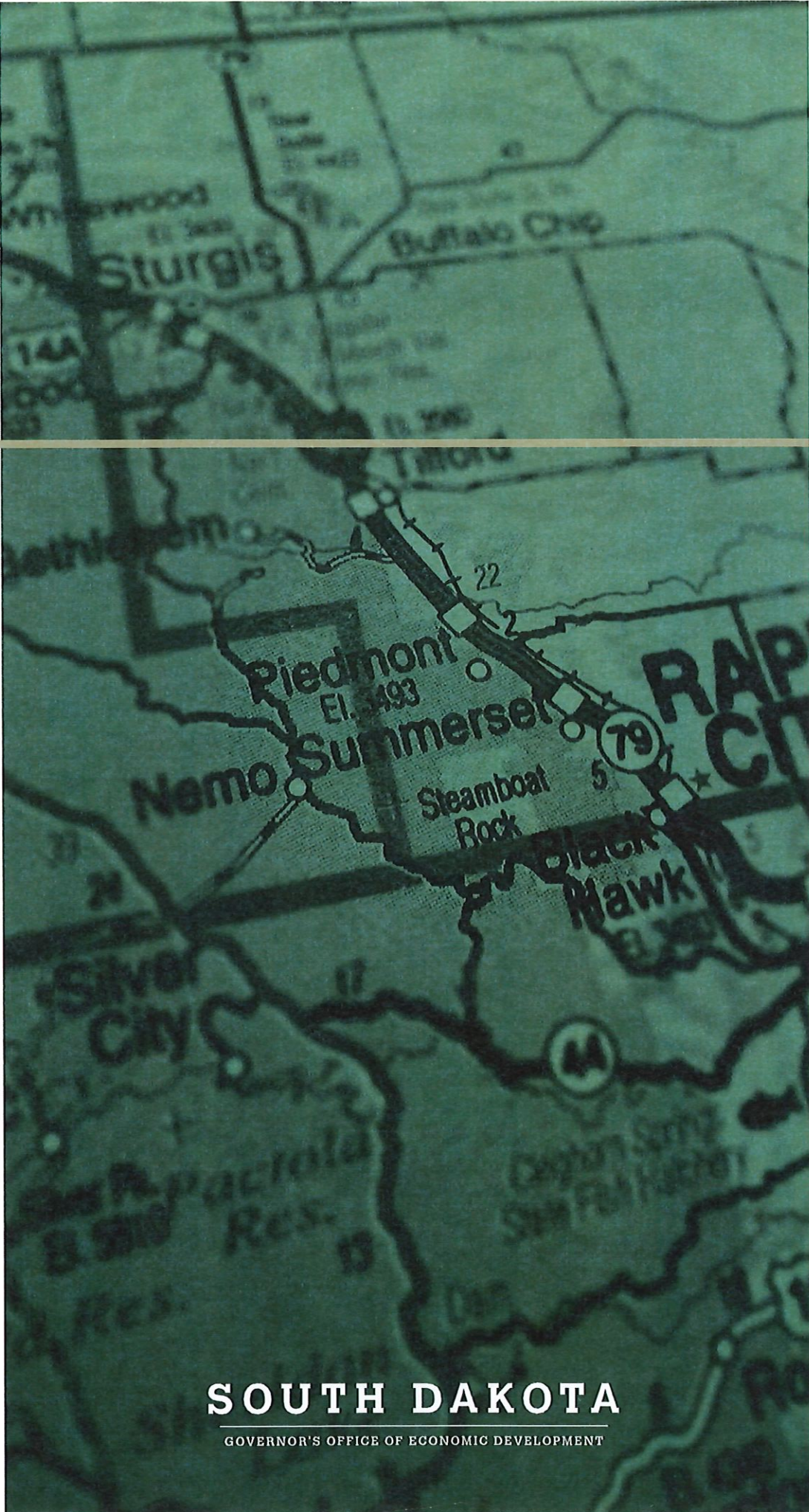
Preparing well ahead of the application window for grant funding is crucial. Success depends on careful planning, aligning with state plans, understanding deadlines, and meeting eligibility criteria. By preparing proactively, municipalities and organizations can increase their chances of accessing these resources, speeding up critical infrastructure projects and improving community well-being. Investing time and effort into thorough preparation is essential for making the most of grant funding opportunities and advancing sustainable development.



APPENDIX D: UTILITY MAPS

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APPENDIX E: SUPPLEMENTAL INFORMATION



JULY 2024

SOUTH DAKOTA

GOVERNOR'S OFFICE OF ECONOMIC DEVELOPMENT

ORDINANCE #2024-10
AN ORDINANCE TO AMEND THE
CLARITY TELECOM, LLC. D/B/A/ BLUEPARK FRANCHISE AGREEMENT
(ORDINANCE 3.5 TABLE I)

WHEREAS Clarity Telecom, LLC. d/b/a Bluepeak holds a communications franchise (“Franchise”) for the construction and operation of a communications system within the City of Summerset, South Dakota (“Grantor”); and

WHEREAS the Franchise (Ordinance #3.5) expires on or about June 1, 2024; and

WHEREAS, Grantor and Clarity Telecom, LLC. d/b/a Bluepeak have mutually agreed to extend the term of the franchise by adopting Ordinance #2024-10 and to make such other changes as are mutually agreed upon herein.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF SUMMERSET, SOUTH DAKOTA:

1. The term of the Franchise in Section XIII is hereby amended to add an additional Ten (10) years to the term with a new expiration date of June 1, 2034.
2. The Effective Date of this Amendment shall be June 1, 2024.
3. Except as expressly modified herein all other terms and conditions of the Franchise shall remain in full force and effect. Neither party waives any rights it may have pursuant to applicable law.

Dated this 1st day of August, 2024.

CITY OF SUMMERSET

BY: _____
Michael Kitzmiller, Mayor

ATTEST:

BY: _____
Brielle Schrock, Finance Officer

VOTE:

Kitzmiller:

First Reading: July 18, 2024

Osten:

Second Reading: August 1, 2024

Markham:

Adopted:

Hirsch:

Published:

Reade:

Effective:

Published once at the approximate cost of _____.

CHAPTER 9-9

COMMISSIONER FORM OF GOVERNMENT

- [9-9-1](#) Composition of board of commissioners.
- [9-9-2](#) Qualifications of mayor and commissioner.
- [9-9-3](#) Terms of office of mayor and commissioners.
- [9-9-4](#), [9-9-5](#). Repealed .
- [9-9-6](#) Resignation of mayor or commissioner--Office vacated for move--Filling of vacancy.
- [9-9-7](#) Mayor as president of board--Voting power.
- [9-9-8](#) Absence or sickness of mayor--Acting president--Acting mayor.
- [9-9-9](#) Board control of departments.
- [9-9-10](#) Attendance of witnesses and production of documents--Service of process.
- [9-9-11](#) Regular meetings of board.
- [9-9-12](#) Special meetings of commissioners.
- [9-9-13](#) Board meetings open to public--Journal of proceedings .
- [9-9-14](#) Quorum of board--Majority vote required for action.
- [9-9-14.1](#) Rules of procedure--Attendance requirements.
- [9-9-15](#) Repealed.
- [9-9-16](#) Voting of commissioners--Entry in journal.
- [9-9-17](#) Repealed.
- [9-9-18](#) Designation of areas of responsibility in five-commissioner municipalities.
- [9-9-19](#) Powers of mayor and commissioners in five-commissioner municipalities.
- [9-9-20](#) Mayor's area of responsibility in five-commissioner municipality.
- [9-9-21](#) Commissioner of public safety in five-commissioner municipality.
- [9-9-22](#) Commissioner of public works in five-commissioner municipality.
- [9-9-23](#) Commissioner of utilities in five-commissioner municipality.
- [9-9-24](#) Commissioner of finance and revenue in five-commissioner municipality.
- [9-9-25](#) Division of responsibilities in three-commissioner municipalities.
- [9-9-26](#) Mayor's powers and duties in three-commissioner municipality.
- [9-9-27](#) Commissioners' areas of responsibility in three-commissioner municipality.

9-9-1. Composition of board of commissioners.

Under the commission form, where a city manager is not employed, the board of commissioners shall consist of the mayor and two or four commissioners elected at large.

Source: SL 1913, ch 119, § 10; RC 1919, § 6219; SDC 1939, § 45.0801.

9-9-2. Qualifications of mayor and commissioner.

A person may be nominated, elected, or appointed as a mayor or as a commissioner if the person is a citizen of the United States and voter and resident of the municipality.

Source: SL 1913, ch 119, § 22; RC 1919, § 6220; SDC 1939, § 45.0802; SL 1970, ch 56, § 1; SL 1972, ch 154, § 22; SL 2018, ch 49, § 1.

9-9-3. Terms of office of mayor and commissioners.

The term of office of the mayor and commissioners shall be not less than two or more than five years as determined by ordinance, except that at the first election after the adoption of the commission form of government the mayor's term shall be for five years and the commissioners shall be elected for staggered terms. If the number of commissioners is four, one shall be elected for one year, one for two years, one for three years, and one for four years. If the number of commissioners is two, one shall be elected for two years and one for four years. At the annual election preceding the expiration of the term of office of the mayor or any commissioner, a successor shall be elected for a term not to exceed five years as determined by ordinance.

Source: SL 1913, ch 119, § 10; RC 1919, § 6221; SDC 1939, § 45.0802; SL 1984, ch 53, § 2; SL 2014, ch 50, § 3; SL 2018, ch 49, § 2.

9-9-4, 9-9-5. Repealed by SL 2018, ch 49, §§ 3, 4.

9-9-6. Resignation of mayor or commissioner--Office vacated for move--Filling of vacancy.

If the mayor or a commissioner resigns, the resignation shall be submitted in writing to the board.

If the mayor or a commissioner moves his or her permanent residence outside the corporate limits of the municipality, the office is immediately vacated.

If there is a vacancy in the office of mayor, the vacancy shall be filled by appointment pursuant to § [9-9-8](#) until the position is filled by election at the next annual municipal election or by special election as provided in § [9-13-14.2](#). A vacancy on the board shall be filled as provided in § [9-13-14.1](#) or [9-13-14.2](#).

Source: SL 1913, ch 119, § 16; RC 1919, § 6223; SDC 1939, § 45.0804; SL 1968, ch 181; SL 1979, ch 50, § 4; SL 1992, ch 60, § 2; SL 2005, ch 48, § 3; SL 2018, ch 49, § 5.

9-9-7. Mayor as president of board--Voting power.

The mayor shall be president of the board and shall have a vote upon all questions but shall not have the right of veto.

Source: SL 1913, ch 119, § 10; RC 1919, § 6219; SDC 1939, § 45.0801.

9-9-8. Absence or sickness of mayor--Acting president--Acting mayor.

If the mayor is unable to perform the duties of office by reason of absence or sickness, the board shall appoint by a majority vote one of its members to act as mayor. The appointed commissioner's official designation shall be acting president of the board of commissioners. The acting president is invested with all the powers and shall perform all the duties of the mayor during the mayor's absence or sickness. The acting president has only one vote as a commissioner and is not entitled to vote as acting president.

If the office of mayor is vacated, the board of commissioners shall appoint by a majority vote one of its commissioners as acting mayor. The acting mayor is invested with all the powers and shall perform all the duties of the mayor, until the election of a mayor.

The acting mayor has only one vote as a commissioner and is not entitled to vote as acting mayor.

Source: SL 1913, ch 119, § 21; RC 1919, § 6227; SDC 1939, § 45.0808; SL 1968, ch 182, § 1; SL 2018, ch 49, § 6.

9-9-9. Board control of departments.

The board controls all departments of the municipality and may make and enforce rules and regulations for the organization, management, and operation of the departments of the municipality and any agency that may be created for the administration of the board's affairs.

Source: SL 1913, ch 119, § 18; SL 1915, ch 113, § 2; RC 1919, § 6224; SDC 1939, § 45.0805; SL 1992, ch 60, § 2; SL 2018, ch 49, § 7.

9-9-10. Attendance of witnesses and production of documents--Service of process.

The board has the authority to summon and compel the attendance of witnesses and the production of books and papers if it is necessary for the effective discharge of the board's duties. Any process necessary to enforce the powers conferred by this section and § [9-9-9](#) shall be signed by the mayor and attested by the finance officer, and shall be served by a municipal law enforcement officer or by the sheriff of the county.

Source: SL 1913, ch 119, § 18; SL 1915, ch 113, § 2; RC 1919, § 6224; SDC 1939, § 45.0805; SL 2018, ch 49, § 8.

9-9-11. Regular meetings of board.

The board shall meet at least once each week, or as otherwise determined by ordinance, in regular meeting at a time and place as fixed by the board, to consider, take under advisement, and act on the business as may come before the board.

Source: SDC 1939, § 45.0810; SL 1999, ch 38, § 1; SL 2018, ch 49, § 9.

9-9-12. Special meetings of commissioners.

A special meeting may be called by the mayor or by any two commissioners at any time to only consider the matter mentioned in the call for the meeting. A notice of a special meeting shall be given pursuant to § [1-25-1.1](#) and shall be provided to each commissioner.

Source: SL 1913, ch 119, § 31; RC 1919, § 6229; SDC 1939, § 45.0810; SL 1992, ch 60, § 2; SL 2018, ch 49, § 10.

9-9-13. Board meetings open to public--Journal of proceedings.

Each meeting of the board is open to the public and the board shall keep a journal of its proceedings.

Source: SL 1913, ch 119, §§ 31, 33; RC 1919, §§ 6228, 6229; SDC 1939, § 45.0810; SL 2018, ch 49, § 11.

9-9-14. Quorum of board--Majority vote required for action.

A majority of the board constitutes a quorum to do business. If a seat on the board is vacant due to removal, resignation, death, or by operation of law, the quorum consists of the majority of the remaining commissioners who are qualified to serve by election or appointment pursuant to chapter [9-13](#). The board may compel the attendance of any absentee under penalties as prescribed by ordinance.

No action of the board is effective unless upon a vote of a majority of the board.

Source: SL 1913, ch 119, §§ 31, 32; RC 1919, §§ 6229, 6230; SDC 1939, § 45.0810; SL 2018, ch 49, § 12.

9-9-14.1. Rules of procedure--Attendance requirements.

The board shall determine the board's rules of procedure, and may punish the board's members for disorderly conduct. The board may, by resolution, establish requirements for attendance at regular meetings and provide for the expulsion of a member in violation of the attendance requirements.

Source: SL 2018, ch 49, § 13.

9-9-15. Repealed by SL 2018, ch 49, § 14.

9-9-16. Voting of commissioners--Entry in journal.

The yeas and nays shall be taken upon the passage of each ordinance and for any proposal to expend or appropriate money and in any other case at the request of any commissioner. Each vote shall be entered on the journal of the board's proceedings. A two-thirds vote of the board is required to sell any municipal real property.

Source: SL 1913, ch 119, § 33; RC 1919, § 6228; SDC 1939, § 45.0809; SL 1992, ch 60, § 2; SL 2018, ch 49, § 15.

9-9-17. Repealed by SL 2018, ch 49, § 16.

9-9-18. Designation of areas of responsibility in five-commissioner municipalities.

In a municipality governed by a board of five commissioners, the commissioners shall designate by a majority vote one commissioner to be the commissioner of public safety, one commissioner to be the commissioner of public works, one commissioner to be the commissioner of utilities, and one commissioner to be the commissioner of finance and revenue.

Source: SL 1913, ch 119, § 18; SL 1915, ch 113, § 2; RC 1919, § 6224; SDC 1939, § 45.0805; SL 1991, ch 69, § 1; SL 2018, ch 49, § 17.

9-9-19. Powers of mayor and commissioners in five-commissioner municipalities.

In any municipality governed by a board consisting of five commissioners, the mayor and the commissioners have the powers and duties described in §§ [9-9-20](#) to [9-9-24](#), inclusive. In addition, each commissioner shall supervise any other department assigned or apportioned by resolution of the governing board, adopted by a majority vote at the first meeting of the board in the month following the election year. Each commissioner is in charge of the apparatus, personnel, and personal property used by departments under that commissioner's supervision.

Source: SL 1913, ch 119, § 19; SL 1915, ch 113, § 3; RC 1919, § 6225; SDC 1939, § 45.0806; SL 1992, ch 60, § 2; SL 2018, ch 49, § 18.

9-9-20. Mayor's area of responsibility in five-commissioner municipality.

If any municipality is governed by a board consisting of five commissioners, the mayor may exercise all the powers and perform all the duties provided by the laws of this state or the ordinances of the municipality not in conflict with the laws of the state. The mayor is the chief executive officer of the municipality, presides at all meetings of the board, and has general supervision over all departments and officers. In the absence or inability of a commissioner, the mayor shall temporarily take charge of the department of that commissioner. The mayor shall enforce all the laws of the municipality and require that the conditions of the grant of any franchise or privilege are faithfully complied with and performed. The mayor shall grant all licenses or permits, except as are required by ordinance to be granted by the board or by some other department or officer. The mayor shall supervise each public building of the municipality and each city park except in any municipality that has a park board, and the lighting of the streets, alleys, and public buildings of the municipality. The mayor shall annually and from time to time give the board information relative to the affairs of the municipality and shall recommend for the board's consideration any measure the mayor deems expedient.

Source: SL 1913, ch 119, § 19; SL 1915, ch 113, § 3; RC 1919, § 6225; SDC 1939, § 45.0806 (1); SL 1992, ch 60, § 2; SL 2018, ch 49, § 19.

9-9-21. Commissioner of public safety in five-commissioner municipality.

If any municipality is governed by a board consisting of five commissioners, the commissioner of public safety shall supervise the police and fire departments and the departments' officers and employees. The commissioner of public safety is also in charge of animal control within the municipality, including animal impoundments and shelter.

Source: SDC 1939, § 45.0806 (2); SL 1991, ch 69, § 2; SL 2000, ch 35, § 1; SL 2018, ch 49, § 20.

9-9-22. Commissioner of public works in five-commissioner municipality.

If a municipality is governed by a board consisting of five commissioners, the commissioner of public works shall supervise the streets, alleys, public grounds, and municipal improvements, and all public property, except as otherwise specially provided. The commissioner shall maintain the property in a clean and sanitary condition and enforce all contracts, rules, and regulations necessary.

Source: SDC 1939, § 45.0806 (3); SL 1991, ch 69, § 3; SL 2000, ch 35, § 2; SL 2018, ch 49, § 21.

9-9-23. Commissioner of utilities in five-commissioner municipality.

If a municipality is governed by a board consisting of five commissioners, the commissioner of utilities shall supervise the construction, maintenance, and operation of the waterworks, sewerage, and any other utility departments of the municipality. The commissioner of utilities shall enforce all regulations with respect to that department and its revenue.

Source: SDC 1939, § 45.0806 (4); SL 1991, ch 69, § 4; SL 2000, ch 35, § 3; SL 2018, ch 49, § 22.

9-9-24. Commissioner of finance and revenue in five-commissioner municipality.

If a municipality is governed by a board consisting of five commissioners, the commissioner of finance and revenue shall enforce all laws for the assessment and collection of taxes of every kind and collection of all revenues belonging to the municipality from whatever source derived. The finance and revenue commissioner shall examine into and keep the board informed on the finances of the municipality and its assets and property.

Source: SDC 1939, § 45.0806 (5); SL 1991, ch 69, § 5; SL 2000, ch 35, § 4; SL 2018, ch 49, § 23.

9-9-25. Division of responsibilities in three-commissioner municipalities.

If a municipality is governed by a board consisting of three commissioners, the mayor and commissioners have the powers and duties described in §§ [9-9-26](#) and [9-9-27](#).

Source: SL 1913, ch 119, § 19; SL 1915, ch 113, § 3; RC 1919, § 6226; SDC 1939, § 45.0807; SL 1992, ch 60, § 2; SL 2018, ch 49, § 24.

9-9-26. Mayor's powers and duties in three-commissioner municipality.

If a municipality is governed by a board consisting of three commissioners, the mayor shall exercise all the powers and perform all the duties provided by the laws of this state or the ordinances of the municipality not in conflict with state law. The mayor shall be the chief executive officer of the municipality, shall preside at all meetings of the board, and has general supervision over all departments and officers. In the absence or inability of a commissioner, the mayor shall temporarily take charge of the department of the commissioner. The mayor shall see that all the laws of the municipality are enforced and that the conditions of the grant of any franchise or privilege are faithfully complied with and performed. The mayor shall grant all licenses or permits, except as required by ordinance to be granted by the board or by some other department or officer.

Source: SL 1913, ch 119, § 19; SL 1915, ch 113, § 3; RC 1919, § 6226; SDC 1939, § 45.0807 (1); SL 1992, ch 60, § 2; SL 2018, ch 49, § 25.

9-9-27. Commissioners' areas of responsibility in three-commissioner municipality.

If a municipality is governed by a board consisting of three commissioners, all matters not designated to the mayor shall be assigned or apportioned as equally as may be between the commissioners by resolution of the board adopted by a majority vote at the first meeting of the board in the month following the election each year.

Source: SDC 1939, § 45.0807 (2); SL 1992, ch 60, § 2; SL 2000, ch 35, § 5; SL 2018, ch 49, § 26.