

Summerset City Commission
Regular Meeting
Summerset Municipal Building
7055 Leisure Lane
Thursday, February 19th, 2026, 6:00 P.M.

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

Mayor Kitzmiller led in the Pledge of Allegiance.

Commissioner Markham gave the invocation.

Call for Changes

There were no declarations of conflict of interest.

Motion by Pulscher, second by Hirsch to approve the agenda of the regular meeting of the Summerset City Commission for February 19th, 2026, as presented. Motion carried.

Citizen Input

There was no citizen input.

Consent Calendar

Approval of the Minutes

Motion by Markham, second by Pulscher to approve the minutes of the regular meeting held on January 5th, 2026, as presented or amended. Motion carried.

Approval of Claims

Motion by Hirsch, second by Markham to approve the claims in the amount of \$224,983.58 from February 5th, 2026, to February 18th, 2026. Motion carried.

Beck Motors \$40,950.00; Black Hawk Water \$43.00; CBH CO-OP \$4,408.56; City of Rapid City \$5,226.31; Dakota Pump \$696.25; Demersseman Jensen \$2,612.50; First National Trust \$24,975.77; Golden West \$4,328.93; HDR Engineering \$7,949.90; Hills Septic Service \$6,044.50; MDU \$1,990.92; Meade County Auditor \$1,722.55; Muth Electric \$256.58; Print Mark-et \$58.00; Sd Dept. of Revenue \$1,155.76; SD One \$6.30; Superior Custom Homes \$1,000.00; US Bank \$121,528.82; Western Stationers \$28.93

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

Summerset Data Fact Sheet

Motion by Pulscher, second by Markham to open discussion. Motion carried. Brenna Block, Summerset Economic Development Consultant explained and highlighted some areas of the Data Fact Sheet.

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

Motion by Markham, second by Hirsch to approve the Summerset Data Fact Sheet. Motion carried.

Lieutenant Position Salary – Matt Macrander

Lieutenant Position was set at Grade 21, Step E - \$36.97 (Salary \$76,907.75).

Motion by Markham, second by Pulscher to open discussion. Motion carried. The City Administrator, Lisa Schieffer, explained that this would be a salaried position, as there will be more administrative duties.

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

Motion by Pulscher, second by Markham to approve the Lieutenant Position Salary at Grade 21, Step E - \$36.97 (Salary \$76,907.75) for Matt Macrander. Motion carried.

Evergreen Office Solutions Copier Quotes

Motion by Hirsch, second by Pulscher to open discussion. Motion carried. The City Administrator, Lisa Schieffer went over the quotes for the copiers, it would be \$200 more for a new copier versus a refurbished one for the Police Department.

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

Motion by Markham, second by Pulscher to accept the Evergreen Office Solutions Copier Quotes for the new TASKalfa308ci for the Police Department and the MZ4001ci for the Finance Office (\$10,122.98) with the monthly copier maintenance for both (\$200.00).

Application for Tax Abatement - Veteran's Exemption

Motion by Markham, second by Hirsch to open discussion. Motion carried. The City Administrator, Lisa Schieffer explained that we had received an abatement for a partial veteran's exemption from the County to abate the City portion. Veteran exemptions are kept confidential by law.

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

Motion by Pulscher, second by Markham to approve the application for Tax Abatement, on the partial Veteran's Exemption. Motion carried.

Black Hawk Water Agreement with the City of Summerset

Motion by Hirsch, second by Pulscher to take this matter off the table from Feb. 5th meeting and open discussion. Motion carried. The Board had questions on the 40 years and the possibility of bulk usage.

Motion by Hirsch, second by Pulscher to table this item until the March 5th, 2026, meeting. Motion carried.

Mining Ordinance Draft – Discussion/Set First Reading

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

The City Administrator, Lisa Schieffer explained that they could tighten the zoning ordinances under Chapter 155 as it pertains to mining operations. A draft was presented to the Board.

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

Motion by Markham, second by Pulscher to set the first reading of Ordinance 2026-01 for March 19th, 2026. Motion carried.

Updates of Legislation – Municipalities

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

The City Administrator, Lisa Schieffer went through some of the bills that are currently going through Legislation that could possibly have an effect on municipalities.

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

Upcoming Events

Governor's Office of Economic Development Conference in Pierre – February 24th – 26th.

Executive Session

Motion by Markham, second by Pulscher to enter executive session at 6:32 p.m. per SDCL 1-25-2 for discussing legal and contractual issues. Also requested to be present were Lisa Schieffer, Lisa Fischer and Anthony Kayl. Motion carried.

Motion by Pulscher, second by Markham to exit executive session and return to regular session at 6:45 p.m. Motion carried.

Adjournment

Motion by Markham, second by Hirsch to adjourn at 6:46 p.m. Motion carried.

(SEAL)

ATTEST:

Lisa Fischer

Finance Officer

Michael Kitzmiller

Mayor

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



City of Summerset, SD

Payable Register

Payable Detail by Vendor Name

Packet: APPKT00286 - March 5 2026-AP

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Vendor: <u>1098 - A&B Business Solutions</u>										463.90
<u>IN1340949</u>	Invoice	3/5/2026	3/5/2026	3/5/2026	3/5/2026	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				
<u>101-4192-43400</u>	Equip Expense				45.00	100.00%				
<u>IN1343527</u>	Invoice	3/5/2026	3/5/2026	3/5/2026	3/5/2026	418.90	0.00	0.00	0.00	418.90
Monthly Copier Usage		BANKW - BANK WEST		No						
Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
Monthly Copier Usage	NA	0.00	0.00	418.90	0.00	0.00	0.00	418.90		
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
<u>101-4192-43400</u>	Equip Expense				418.90	100.00%				
Vendor: <u>1111 - Ambrose, Jonathan</u>										50.00
<u>2026.03</u>	Invoice	3/5/2026	3/5/2026	3/5/2026	3/5/2026	50.00	0.00	0.00	0.00	50.00
Cell phone stipend		BANKEFT - BANK WEST EFT		No						
Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
Cell phone stipend	NA	0.00	0.00	50.00	0.00	0.00	0.00	50.00		
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
<u>604-4000-42810</u>	Phone				50.00	100.00%				
Vendor: <u>1808 - Anglin, Mitch</u>										50.00
<u>2026.03</u>	Invoice	3/5/2026	3/5/2026	3/5/2026	3/5/2026	50.00	0.00	0.00	0.00	50.00
Cell phone stipend		BANKEFT - BANK WEST EFT		No						
Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
Cell phone stipend	NA	0.00	0.00	50.00	0.00	0.00	0.00	50.00		
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
<u>101-4310-42810</u>	Phone				50.00	100.00%				
Vendor: <u>1906 - Birgen, Nicholin</u>										50.00
<u>2026.03</u>	Invoice	3/5/2026	3/5/2026	3/5/2026	3/5/2026	50.00	0.00	0.00	0.00	50.00
Cell phone stipend		BANKEFT - BANK WEST EFT		No						
Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
Cell phone stipend	NA	0.00	0.00	50.00	0.00	0.00	0.00	50.00		
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
<u>101-4140-42810</u>	Phone				50.00	100.00%				
Vendor: <u>0808 - Black Hills Energy</u>										6,765.70
<u>5408768657-Feb.26</u>	Invoice	3/5/2026	3/5/2026	3/5/2026	3/5/2026	6,765.70	0.00	0.00	0.00	6,765.70
Monthly Usage		BANKEFT - BANK WEST EFT		No		Payment Date: 3/5/2026		Bank Draft:		DFT0000461

Payable Register

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description										
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Monthly Usage	NA		0.00	0.00	671.80	0.00	0.00	0.00	671.80	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
101-4192-42800	Utility Expense				671.80	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Monthly Usage	NA		0.00	0.00	1,499.89	0.00	0.00	0.00	1,499.89	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
101-4310-42800	Utility Expense				1,499.89	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Monthly Usage	NA		0.00	0.00	65.94	0.00	0.00	0.00	65.94	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
101-4520-42800	Utility Expense				65.94	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Monthly Usage	NA		0.00	0.00	4,528.07	0.00	0.00	0.00	4,528.07	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
604-4000-42800	Utility Expense				4,528.07	100.00%				

Vendor: 2104 - Block, Brenna										Vendor Total:	5,103.00
3	Invoice	3/5/2026	3/5/2026	3/5/2026	3/5/2026	5,103.00	0.00	0.00	0.00	5,103.00	
Economic Development Consulting-GOED... BANKW - BANK WEST						No					

Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Economic Development Consulting-GO	NA		0.00	0.00	5,103.00	0.00	0.00	0.00	5,103.00	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
211-4650-42200	Prof Fees Expense				5,103.00	100.00%				

Vendor: 1665 - Cardmember Services										Vendor Total:	12,255.77
Feb. 18-26	Invoice	3/5/2026	3/5/2026	3/5/2026	3/5/2026	12,255.77	0.00	0.00	0.00	12,255.77	
Monthly charges BANKEFT - BANK WEST EFT						No		Payment Date: 3/13/2026		Bank Draft:	DFT0000462

Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Liquid Electric Tape 5 ft horizontal e-tra	NA		0.00	0.00	69.93	0.00	0.00	0.00	69.93	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
101-4310-42500	Repair/Maint Expense				69.93	100.00%				

Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Leather gloves, nitrile gloves, anti fatig	NA		0.00	0.00	155.84	0.00	0.00	0.00	155.84	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
101-4310-42600	Supply/Material Exp				155.84	100.00%				

Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
48" Steel Tile Probe	NA		0.00	0.00	93.26	0.00	0.00	0.00	93.26	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
101-4310-42500	Repair/Maint Expense				93.26	100.00%				

Payable Register

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Wooden dolly, glass spray, spray paint	NA		0.00	0.00	83.26	0.00	0.00	0.00	83.26	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
101-4310-42500	Repair/Maint Expense				83.26	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
2 tank stabilizers	NA		0.00	0.00	14.98	0.00	0.00	0.00	14.98	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
101-4310-42500	Repair/Maint Expense				14.98	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
30# modified joint sealant	NA		0.00	0.00	249.30	0.00	0.00	0.00	249.30	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
101-4310-42500	Repair/Maint Expense				249.30	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Spring SNP Zinc 3/5" and hardware	NA		0.00	0.00	7.56	0.00	0.00	0.00	7.56	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
101-4320-42600	Supply/Material Exp				7.56	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Compressed gasses N.O.S.	NA		0.00	0.00	112.62	0.00	0.00	0.00	112.62	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
101-4320-42600	Supply/Material Exp				112.62	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
D-Ring and weld on bracket kit	NA		0.00	0.00	55.96	0.00	0.00	0.00	55.96	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
101-4310-43400	Equip Expense				55.96	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Mounting bracket, 6 oval LED, right angl	NA		0.00	0.00	85.62	0.00	0.00	0.00	85.62	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
101-4310-42500	Repair/Maint Expense				85.62	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Safety glasses, locking pliers, cable ties	NA		0.00	0.00	60.66	0.00	0.00	0.00	60.66	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
101-4310-42600	Supply/Material Exp				60.66	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Oil filter and two 5 qt. motor oil	NA		0.00	0.00	83.83	0.00	0.00	0.00	83.83	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
101-4310-42610	Auto Expense				83.83	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Ball mounts and hitch parts	NA		0.00	0.00	177.55	0.00	0.00	0.00	177.55	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
101-4310-42600	Supply/Material Exp				177.55	100.00%				

Payable Register

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
PG snding sht 9x11, spray paint, full LP t	NA	0.00	0.00	154.45	0.00	0.00	0.00	154.45		
Distributions										
Account Number	Account Name	Project Account Key	Amount	Percent						
101-4310-42500	Repair/Maint Expense		154.45	100.00%						
Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
Cable lug, liquid paint marker, propane	NA	0.00	0.00	158.45	0.00	0.00	0.00	158.45		
Distributions										
Account Number	Account Name	Project Account Key	Amount	Percent						
101-4310-42600	Supply/Material Exp		158.45	100.00%						
Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
Push botton, bumper clips	NA	0.00	0.00	3.78	0.00	0.00	0.00	3.78		
Distributions										
Account Number	Account Name	Project Account Key	Amount	Percent						
101-4310-42600	Supply/Material Exp		3.78	100.00%						
Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
Clip lifter, push button, rocker switch	NA	0.00	0.00	36.62	0.00	0.00	0.00	36.62		
Distributions										
Account Number	Account Name	Project Account Key	Amount	Percent						
101-4310-43400	Equip Expense		36.62	100.00%						
Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
Add-a-circui	NA	0.00	0.00	9.99	0.00	0.00	0.00	9.99		
Distributions										
Account Number	Account Name	Project Account Key	Amount	Percent						
101-4310-42600	Supply/Material Exp		9.99	100.00%						
Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
CC service fees	NA	0.00	0.00	0.86	0.00	0.00	0.00	0.86		
Distributions										
Account Number	Account Name	Project Account Key	Amount	Percent						
101-4310-43400	Equip Expense		0.86	100.00%						
Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
Motor vehicle fees	NA	0.00	0.00	28.70	0.00	0.00	0.00	28.70		
Distributions										
Account Number	Account Name	Project Account Key	Amount	Percent						
101-4310-43400	Equip Expense		28.70	100.00%						
Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
Towing kit and hitch ball	NA	0.00	0.00	71.98	0.00	0.00	0.00	71.98		
Distributions										
Account Number	Account Name	Project Account Key	Amount	Percent						
101-4310-42610	Auto Expense		71.98	100.00%						
Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
Fuse holder	NA	0.00	0.00	8.99	0.00	0.00	0.00	8.99		
Distributions										
Account Number	Account Name	Project Account Key	Amount	Percent						
101-4320-42600	Supply/Material Exp		8.99	100.00%						
Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
Washer, screws, lock nuts and license pl	NA	0.00	0.00	11.66	0.00	0.00	0.00	11.66		
Distributions										
Account Number	Account Name	Project Account Key	Amount	Percent						
101-4310-42600	Supply/Material Exp		11.66	100.00%						

Payable Register

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount		Total
Hitch pin and bushing	NA		0.00	0.00	18.96	0.00	0.00	0.00		18.96
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
101-4310-43400	Equip Expense				18.96	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount		Total
License LT	NA		0.00	0.00	10.54	0.00	0.00	0.00		10.54
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
101-4310-43400	Equip Expense				10.54	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount		Total
O-ring assort., ATO blade fuse, rubber g	NA		0.00	0.00	54.43	0.00	0.00	0.00		54.43
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
101-4310-42600	Supply/Material Exp				54.43	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount		Total
Miscellaneous general merchandise	NA		0.00	0.00	61.34	0.00	0.00	0.00		61.34
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
604-4000-42600	Supply/Material Exp				61.34	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount		Total
Phones	NA		0.00	0.00	1,207.47	0.00	0.00	0.00		1,207.47
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
101-4192-42800	Utility Expense				1,207.47	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount		Total
Phones	NA		0.00	0.00	2,415.71	0.00	0.00	0.00		2,415.71
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
101-4192-42800	Utility Expense				2,415.71	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount		Total
Internet	NA		0.00	0.00	101.31	0.00	0.00	0.00		101.31
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
604-4000-42800	Utility Expense				101.31	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount		Total
Go Daddy Wedsite UCC SSL	NA		0.00	0.00	312.59	0.00	0.00	0.00		312.59
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
101-4192-42200	Prof Fees Expense				312.59	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount		Total
Transfer notice for liquor licenses	NA		0.00	0.00	34.80	0.00	0.00	0.00		34.80
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
101-4140-42300	Publishing Exp				34.80	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount		Total
First Net phones PD	NA		0.00	0.00	2,618.59	0.00	0.00	0.00		2,618.59
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
101-4210-42810	Phone				2,618.59	100.00%				

Payable Register

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Equalization 2026	NA		0.00	0.00	38.94	0.00	0.00	0.00	38.94	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
101-4110-42300	Publishing Exp				38.94	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Commission minutes 2.05.26	NA		0.00	0.00	126.53	0.00	0.00	0.00	126.53	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
101-4110-42300	Publishing Exp				126.53	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Legislatvie Dinner and Day in Pierre-Lisa	NA		0.00	0.00	98.04	0.00	0.00	0.00	98.04	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
101-4140-42700	Travel/Conf Expense				98.04	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Legislative Dinner and Day in Pierre-Lisa	NA		0.00	0.00	98.04	0.00	0.00	0.00	98.04	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
101-4140-42700	Travel/Conf Expense				98.04	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Legislative Dinner and Day in Pierre-Bre	NA		0.00	0.00	106.50	0.00	0.00	0.00	106.50	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
211-4650-42700	Travel/Conf Expense				106.50	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Name tage-Lisa F. and Nicholin B.	NA		0.00	0.00	48.49	0.00	0.00	0.00	48.49	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
101-4140-42600	Supply/Material Exp				48.49	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Commission Minutes 1.22.26	NA		0.00	0.00	172.41	0.00	0.00	0.00	172.41	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
101-4110-42300	Publishing Exp				172.41	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
USB Drive 128 GB	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				
101-4192-42600	Supply/Material Exp				45.00	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Internet & Phone WWTP	NA		0.00	0.00	187.83	0.00	0.00	0.00	187.83	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
604-4000-42600	Supply/Material Exp				187.83	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
GoDaddy website Care renewal Care 1	NA		0.00	0.00	130.24	0.00	0.00	0.00	130.24	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
101-4192-42200	Prof Fees Expense				130.24	100.00%				

Payable Register

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Zoom Workplace Pro Annual	NA		0.00	0.00	169.82	0.00	0.00	0.00	169.82	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
101-4192-42200	Prof Fees Expense				169.82	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Postal srvice-PD	NA		0.00	0.00	31.35	0.00	0.00	0.00	31.35	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
101-4210-42150	Postage				31.35	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Painters touch and tomcat mouse trap	NA		0.00	0.00	23.40	0.00	0.00	0.00	23.40	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
101-4320-42600	Supply/Material Exp				23.40	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Deep impactt set, laser therm., 40" 300l	NA		0.00	0.00	171.94	0.00	0.00	0.00	171.94	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
101-4310-42600	Supply/Material Exp				171.94	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
binders, shirts	NA		0.00	0.00	113.22	0.00	0.00	0.00	113.22	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
101-4652-42600	Supply/Material Exp				113.22	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Shirts, pullovers	NA		0.00	0.00	70.70	0.00	0.00	0.00	70.70	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
101-4140-42850	Uniform Expense				70.70	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
3 ring binders	NA		0.00	0.00	12.57	0.00	0.00	0.00	12.57	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
101-4192-42600	Supply/Material Exp				12.57	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Colored and manilla folders, claculator t	NA		0.00	0.00	84.18	0.00	0.00	0.00	84.18	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
101-4192-42600	Supply/Material Exp				84.18	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Beacon-Monthly subscription-single us	NA		0.00	0.00	24.00	0.00	0.00	0.00	24.00	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
101-4140-42201	Dues/Subscriptions				24.00	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
2-engraved signs with meal bases	NA		0.00	0.00	37.18	0.00	0.00	0.00	37.18	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
101-4652-42600	Supply/Material Exp				37.18	100.00%				

Payable Register

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Alco-Sensor FST mouthpiece	NA		0.00	0.00	52.50	0.00	0.00	0.00	52.50	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
101-4210-42600	Supply/Material Exp				52.50	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
J79MB, set up and art prep	NA		0.00	0.00	177.50	0.00	0.00	0.00	177.50	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
101-4210-42600	Supply/Material Exp				177.50	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Business cards	NA		0.00	0.00	63.72	0.00	0.00	0.00	63.72	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
101-4210-42600	Supply/Material Exp				63.72	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
MOCIC Membership	NA		0.00	0.00	100.00	0.00	0.00	0.00	100.00	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
101-4210-42201	Dues/Subscriptions				100.00	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Cork board and push pins	NA		0.00	0.00	41.40	0.00	0.00	0.00	41.40	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
101-4210-42600	Supply/Material Exp				41.40	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Oil change 2020 Explorer-PD Intercepto	NA		0.00	0.00	118.17	0.00	0.00	0.00	118.17	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
101-4210-42500	Repair/Maint Expense				118.17	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Postal services-PD	NA		0.00	0.00	7.45	0.00	0.00	0.00	7.45	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
101-4210-42150	Postage				7.45	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Postal services-PD	NA		0.00	0.00	23.05	0.00	0.00	0.00	23.05	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
101-4210-42150	Postage				23.05	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Tube square	NA		0.00	0.00	37.45	0.00	0.00	0.00	37.45	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
101-4310-42500	Repair/Maint Expense				37.45	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Tube square 2x2, Exp Metal Flat 3/4	NA		0.00	0.00	265.69	0.00	0.00	0.00	265.69	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
101-4310-42500	Repair/Maint Expense				265.69	100.00%				

Payable Register

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description		Bank Code	On Hold							
Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
2016 Chevy 2500-Air springs and suppl	NA	0.00	0.00	977.24	0.00	0.00	0.00	977.24		
Distributions										
Account Number	Account Name	Project Account Key	Amount	Percent						
101-4310-42610	Auto Expense		977.24	100.00%						
Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
Labor Law poster	NA	0.00	0.00	29.63	0.00	0.00	0.00	29.63		
Distributions										
Account Number	Account Name	Project Account Key	Amount	Percent						
101-4192-42600	Supply/Material Exp		29.63	100.00%						

Vendor: [1093 - Dakota Pump, Inc](#)

Vendor Total: 2,769.14

12740	Invoice	3/5/2026	3/5/2026	3/5/2026	3/5/2026	2,769.14	0.00	0.00	0.00	2,769.14
Programmed Volucalc Hybrid device		BANKW - BANK WEST		No						
Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
Programmed Volucalc Hybrid device	NA	0.00	0.00	2,769.14	0.00	0.00	0.00	2,769.14		
Distributions										
Account Number	Account Name	Project Account Key	Amount	Percent						
604-4000-42500	Repair/Maint Expense		2,769.14	100.00%						

Vendor: [2046 - Doty, Jason](#)

Vendor Total: 50.00

2026.03	Invoice	3/5/2026	3/5/2026	3/5/2026	3/5/2026	50.00	0.00	0.00	0.00	50.00
Cell phone stipend		BANKEFT - BANK WEST EFT		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: [0116 - Evergreen Office Products](#)

Vendor Total: 557.00

33058	Invoice	3/5/2026	3/5/2026	3/5/2026	3/5/2026	557.00	0.00	0.00	0.00	557.00
Adobe Program-Finance		BANKW - BANK WEST		No						
Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
Adobe Program-Finance	NA	0.00	0.00	557.00	0.00	0.00	0.00	557.00		
Distributions										
Account Number	Account Name	Project Account Key	Amount	Percent						
101-4140-42201	Dues/Subscriptions		557.00	100.00%						

Vendor: [2102 - Fischer, Lisa](#)

Vendor Total: 50.00

2026.03	Invoice	3/5/2026	3/5/2026	3/5/2026	3/5/2026	50.00	0.00	0.00	0.00	50.00
Cell phone stipend		BANKEFT - BANK WEST EFT		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: [1369 - Greenapsis](#)

Vendor Total: 350.00

102	Invoice	3/5/2026	3/5/2026	3/5/2026	3/5/2026	350.00	0.00	0.00	0.00	350.00
Cleaning Service Fee		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	
Cleaning Service Fee	NA		0.00	0.00	350.00	0.00	0.00	0.00	350.00	
Distributions										
Account Number	Account Name	Project	Account Key		Amount	Percent				
101-4192-42200	Prof Fees Expense				350.00	100.00%				

Vendor: [1506 - Hermanson Egge Engineering, Inc.](#) Vendor Total: 165.00

[2026.022](#) Invoice 3/5/2026 3/5/2026 3/5/2026 3/5/2026 165.00 0.00 0.00 0.00 165.00

Commercial Code Review-SodakShops BANKW - BANK WEST No

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
Commercial Code Review	NA	0.00	0.00	165.00	0.00	0.00	0.00	165.00		
Distributions										
Account Number	Account Name	Project	Account Key	Amount	Percent					
101-4232-42320	Building Inspection Expense			165.00	100.00%					

Vendor: [1287 - Hills Septic Service Go Pro](#) Vendor Total: 6,594.00

[20666](#) Invoice 3/5/2026 3/5/2026 3/5/2026 3/5/2026 3,297.00 0.00 0.00 0.00 3,297.00

Pumped 6 loads WWTP BANKW - BANK WEST No

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
Pumped 6 loads WWTP	NA	0.00	0.00	3,297.00	0.00	0.00	0.00	3,297.00		
Distributions										
Account Number	Account Name	Project	Account Key	Amount	Percent					
604-4000-42650	Sludge Hauling			3,297.00	100.00%					

[20895](#) Invoice 3/5/2026 3/5/2026 3/5/2026 3/5/2026 3,297.00 0.00 0.00 0.00 3,297.00

Pumped 6 loads WWTP BANKW - BANK WEST No

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
Pumped 6 loads WWTP	NA	0.00	0.00	3,297.00	0.00	0.00	0.00	3,297.00		
Distributions										
Account Number	Account Name	Project	Account Key	Amount	Percent					
604-4000-42650	Sludge Hauling			3,297.00	100.00%					

Vendor: [1513 - Hirsch, Clyde](#) Vendor Total: 50.00

[2026.03](#) Invoice 3/5/2026 3/5/2026 3/5/2026 3/5/2026 50.00 0.00 0.00 0.00 50.00

Cell phone stipend BANKEFT - BANK WEST EFT 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: [2091 - Jaeson Garcia](#) Vendor Total: 50.00

[2026.03](#) Invoice 3/6/2026 3/6/2026 3/6/2026 3/6/2026 50.00 0.00 0.00 0.00 50.00

Cell phone stipend BANKEFT - BANK WEST EFT 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: [0324 - Kayl, Anthony](#) Vendor Total: 50.00

Payable Register

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
2026.03	Invoice	Bank Code 3/5/2026	3/5/2026	3/5/2026	On Hold 3/5/2026	50.00	0.00	0.00	0.00	50.00
Cell phone stipend		BANKEFT - BANK WEST EFT		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: [1103 - Kitzmiller, Michael](#)

Vendor Total: 50.00

2026.03	Invoice	3/5/2026	3/5/2026	3/5/2026	3/5/2026	50.00	0.00	0.00	0.00	50.00
Cell phone stipend		BANKEFT - BANK WEST EFT		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
101-4120-42810	Phone		50.00	100.00%

Vendor: [2119 - Madison National Life Ins. Co., Inc.](#)

Vendor Total: 151.50

1756731	Invoice	3/5/2026	3/5/2026	3/5/2026	3/5/2026	52.50	0.00	0.00	0.00	52.50
Life Insurance		BANKW - BANK WEST		No						

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Life Insurance	NA	0.00	0.00	52.50	0.00	0.00	0.00	52.50

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
998-0000-21850	Life Ins Payable		52.50	100.00%

1756736	Invoice	3/5/2026	3/5/2026	3/5/2026	3/5/2026	49.50	0.00	0.00	0.00	49.50
Life Insurance		BANKW - BANK WEST		No						

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Life Insurance	NA	0.00	0.00	49.50	0.00	0.00	0.00	49.50

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
998-0000-21850	Life Ins Payable		49.50	100.00%

1756737	Invoice	3/5/2026	3/5/2026	3/5/2026	3/5/2026	49.50	0.00	0.00	0.00	49.50
Life Insurance		BANKW - BANK WEST		No						

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Life Insurance	NA	0.00	0.00	49.50	0.00	0.00	0.00	49.50

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
998-0000-21850	Life Ins Payable		49.50	100.00%

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

Vendor Total: 50.00

2026.03	Invoice	3/5/2026	3/5/2026	3/5/2026	3/5/2026	50.00	0.00	0.00	0.00	50.00
Cell phone stipend		BANKEFT - BANK WEST EFT		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
101-4110-42810	Phone		50.00	100.00%

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

Vendor Total: 185.50

Payable Register

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
137693	Invoice	3/5/2026	3/5/2026	3/5/2026	3/5/2026	185.50	0.00	0.00	0.00	185.50
Monthly Testing		BANKW - BANK WEST			No					

Items	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Monthly Testing	NA	0.00	0.00	185.50	0.00	0.00	0.00	185.50

Distributions	Account Name	Project Account Key	Amount	Percent
604-4000-42620	Testing Expense		185.50	100.00%

Vendor Total: 50.00

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

2026.03	Invoice	3/5/2026	3/5/2026	3/5/2026	3/5/2026	50.00	0.00	0.00	0.00	50.00
Cell phone stipend		BANKEFT - BANK WEST EFT			No					

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

Vendor Total: 50.00

Vendor: [2047 - Pulscher, Jordan](#)

2026.03	Invoice	3/5/2026	3/5/2026	3/5/2026	3/5/2026	50.00	0.00	0.00	0.00	50.00
Cell phone stipend		BANKEFT - BANK WEST EFT			No					

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

Vendor Total: 50.00

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

2026.03	Invoice	3/5/2026	3/5/2026	3/5/2026	3/5/2026	50.00	0.00	0.00	0.00	50.00
Cell phone stipend		BANKEFT - BANK WEST EFT			No					

Items	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 Name	Project Account Key	Amount	Percent
101-4140-42810	Phone		50.00	100.00%

Vendor Total: 312.60

Vendor: [Feb. 2026](#)

SD GOED Conference	Invoice	3/5/2026	3/5/2026	3/5/2026	3/5/2026	312.60	0.00	0.00	0.00	312.60
		BANKEFT - BANK WEST EFT			No					

Items	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
SD GOED Conference	NA	0.00	0.00	312.60	0.00	0.00	0.00	312.60

Distributions	Account Name	Project Account Key	Amount	Percent
211-4650-42700	Travel/Conf Expense		312.60	100.00%

Vendor Total: 235.18

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

1164628	Invoice	3/5/2026	3/5/2026	3/5/2026	3/5/2026	235.18	0.00	0.00	0.00	235.18
Monthly Services		BANKW - BANK WEST			No					

Items	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Monthly Services	NA	0.00	0.00	235.18	0.00	0.00	0.00	235.18

Distributions	Account Name	Project Account Key	Amount	Percent
101-4192-42200	Prof Fees Expense		235.18	100.00%

Payable Register

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total	
<u>2023-29</u>	Invoice	3/5/2026	3/5/2026	3/5/2026	3/5/2026	1,000.00	0.00	0.00	0.00	1,000.00	
Erosion Control Deposit Refund 6420 And... BANKW - BANK WEST										No	
										Vendor Total:	1,000.00

Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
Erosion Control Deposit Refund 6420 A	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				
<u>101-0000-32060</u>	Erosion Control Deposit Fee				1,000.00	100.00%				

										Vendor Total:	1,359.16
Vendor: <u>1024 - USA Bluebook</u>	Invoice	3/5/2026	3/5/2026	3/5/2026	3/5/2026	161.85	0.00	0.00	0.00	161.85	
<u>INV00966660</u> UV Bulb replacement BANKW - BANK WEST										No	

Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
UV Bulb replacement	NA	0.00	0.00	161.85	0.00	0.00	0.00	161.85		
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
<u>604-4000-42630</u>	Chemicals and Lab Supplies				161.85	100.00%				

<u>INV00966770</u>	Invoice	3/5/2026	3/5/2026	3/5/2026	3/5/2026	1,197.31	0.00	0.00	0.00	1,197.31
Hach Tensette pipet, buffer pillows BANKW - BANK WEST										No

Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
Hach Tensette pipet, buffer pillows	NA	0.00	0.00	1,197.31	0.00	0.00	0.00	1,197.31		
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
<u>604-4000-42630</u>	Chemicals and Lab Supplies				1,197.31	100.00%				

										Vendor Total:	479.59
Vendor: <u>2120 - Watt Works LLC</u>	Invoice	3/5/2026	3/5/2026	3/5/2026	3/5/2026	479.59	0.00	0.00	0.00	479.59	
<u>1099</u> Generator repair-WWTP BANKW - BANK WEST										No	

Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
Generator repair-WWTP	NA	0.00	0.00	479.59	0.00	0.00	0.00	479.59		
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
<u>604-4000-42500</u>	Repair/Maint Expense				479.59	100.00%				

Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	34	39,397.04	0.00	0.00	0.00	39,397.04	19,021.47	20,375.57
Grand Total:		39,397.04	0.00	0.00	0.00	39,397.04	19,021.47	20,375.57

Account Summary

Account	Name	Amount
101-0000-32060	Erosion Control Deposit Fee	1,000.00
101-4110-42300	Publishing Exp	337.88
101-4110-42810	Phone	200.00
101-4120-42810	Phone	50.00
101-4140-42201	Dues/Subscriptions	581.00
101-4140-42300	Publishing Exp	34.80
101-4140-42600	Supply/Material Exp	48.49
101-4140-42700	Travel/Conf Expense	196.08
101-4140-42810	Phone	150.00
101-4140-42850	Uniform Expense	70.70
101-4192-42200	Prof Fees Expense	1,197.83
101-4192-42600	Supply/Material Exp	171.38
101-4192-42800	Utility Expense	4,294.98
101-4192-43400	Equip Expense	463.90
101-4210-42150	Postage	61.85
101-4210-42201	Dues/Subscriptions	100.00
101-4210-42500	Repair/Maint Expense	118.17
101-4210-42600	Supply/Material Exp	335.12
101-4210-42810	Phone	2,618.59
101-4232-42320	Building Inspection Expense	165.00
101-4310-42500	Repair/Maint Expense	1,053.94
101-4310-42600	Supply/Material Exp	804.30
101-4310-42610	Auto Expense	1,133.05
101-4310-42800	Utility Expense	1,499.89
101-4310-42810	Phone	150.00
101-4310-43400	Equip Expense	151.64
101-4320-42600	Supply/Material Exp	152.57
101-4520-42800	Utility Expense	65.94
101-4652-42600	Supply/Material Exp	150.40
Total:		17,357.50

Account	Name	Amount
211-4650-42200	Prof Fees Expense	5,103.00
211-4650-42700	Travel/Conf Expense	419.10
Total:		5,522.10

Account	Name	Amount
604-4000-42500	Repair/Maint Expense	3,248.73
604-4000-42600	Supply/Material Exp	249.17
604-4000-42620	Testing Expense	185.50
604-4000-42630	Chemicals and Lab Supplies	1,359.16
604-4000-42650	Sludge Hauling	6,594.00
604-4000-42800	Utility Expense	4,629.38
604-4000-42810	Phone	100.00
Total:		16,365.94

Account	Name	Amount
998-0000-21850	Life Ins Payable	151.50
Total:		151.50



City of Somerset, SD

Payable Register

Payable Detail by Vendor Name

Packet: APPKT00287 - PYPKT00302 - Feb. 25 2026 PR

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total	
Payable Description	Bank Code				On Hold						
Vendor: 0468 - Delta Dental										Vendor Total:	851.60
1965350	Invoice	3/5/2026	3/5/2026	3/5/2026	3/5/2026	851.60	0.00	0.00	0.00	851.60	
Dental & Vision Ins.	BANKW - BANK WEST				No						
Items											
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total			
Dental & Vision Ins.	NA	0.00	0.00	851.60	0.00	0.00	0.00	851.60			
Distributions											
Account Number	Account Name	Project Account Key	Amount	Percent							
998-0000-21800	Dental & Vision Ins Payable		851.60	100.00%							

Vendor: 0041 - Health Pool of SD										Vendor Total:	16,217.81
2026-1230	Invoice	3/5/2026	3/5/2026	3/5/2026	3/5/2026	16,217.81	0.00	0.00	0.00	16,217.81	
Health Insurance	BANKW - BANK WEST				No						
Items											
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total			
Health Insurance	NA	0.00	0.00	16,217.81	0.00	0.00	0.00	16,217.81			
Distributions											
Account Number	Account Name	Project Account Key	Amount	Percent							
998-0000-21830	Medical Ins Payable		16,217.81	100.00%							

Vendor: 0011 - SDRS										Vendor Total:	11,217.24
INV0000317	Invoice	2/26/2026	2/26/2026	2/26/2026	2/26/2026	5,173.50	0.00	0.00	0.00	5,173.50	
SDRS 6%	BANKEFT - BANK WEST EFT				No	Payment Date: 2/26/2026				Bank Draft: DFT0000456	
Items											
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total			
SDRS 6%	NA	0.00	0.00	5,173.50	0.00	0.00	0.00	5,173.50			
Distributions											
Account Number	Account Name	Project Account Key	Amount	Percent							
211-0000-21910	SDRS Payable		133.78	0%							
101-0000-21910	SDRS Payable		3,289.68	0%							
604-0000-21910	SDRS Payable		1,750.04	0%							

INV0000318	Invoice	2/26/2026	2/26/2026	2/26/2026	2/26/2026	6,043.74	0.00	0.00	0.00	6,043.74	
SDRS 8%	BANKEFT - BANK WEST EFT				No	Payment Date: 2/26/2026				Bank Draft: DFT0000457	
Items											
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total			
SDRS 8%	NA	0.00	0.00	6,043.74	0.00	0.00	0.00	6,043.74			
Distributions											
Account Number	Account Name	Project Account Key	Amount	Percent							
101-0000-21910	SDRS Payable		6,043.74	0%							

Vendor: 1022 - SDRS-Supplemental Retirement Plan (SDSRP)										Vendor Total:	565.00
INV0000319	Invoice	2/26/2026	2/26/2026	2/26/2026	2/26/2026	565.00	0.00	0.00	0.00	565.00	
SDRS Supplemental	BANKW - BANK WEST				No						
Items											
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total			
SDRS Supplemental	NA	0.00	0.00	565.00	0.00	0.00	0.00	565.00			
Distributions											
Account Number	Account Name	Project Account Key	Amount	Percent							
101-0000-21910	SDRS Payable		410.00	0%							
604-0000-21910	SDRS Payable		155.00	0%							

Payable Register

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

Vendor: [0128 - United States Treasury](#) **Vendor Total: 19,758.66**

INV0000320	Invoice	2/26/2026	2/26/2026	2/26/2026	2/26/2026	6,827.34	0.00	0.00	0.00	6,827.34
Federal W/H		BANKEFT - BANK WEST EFT			No	Payment Date: 2/26/2026		Bank Draft:		DFT0000458

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Federal W/H	NA	0.00	0.00	6,827.34	0.00	0.00	0.00	6,827.34

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
211-0000-21710	Payroll Tax Payable		126.41	0%
604-0000-21710	Payroll Tax Payable		1,169.05	0%
101-0000-21710	Payroll Tax Payable		5,531.88	0%

INV0000321	Invoice	2/26/2026	2/26/2026	2/26/2026	2/26/2026	10,480.28	0.00	0.00	0.00	10,480.28
Social Security		BANKEFT - BANK WEST EFT			No	Payment Date: 2/26/2026		Bank Draft:		DFT0000459

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Social Security	NA	0.00	0.00	10,480.28	0.00	0.00	0.00	10,480.28

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
211-0000-21710	Payroll Tax Payable		138.20	0%
604-0000-21710	Payroll Tax Payable		1,719.62	0%
101-0000-21710	Payroll Tax Payable		8,622.46	0%

INV0000322	Invoice	2/26/2026	2/26/2026	2/26/2026	2/26/2026	2,451.04	0.00	0.00	0.00	2,451.04
Medicare		BANKEFT - BANK WEST EFT			No	Payment Date: 2/26/2026		Bank Draft:		DFT0000460

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Medicare	NA	0.00	0.00	2,451.04	0.00	0.00	0.00	2,451.04

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
211-0000-21710	Payroll Tax Payable		32.32	0%
604-0000-21710	Payroll Tax Payable		402.14	0%
101-0000-21710	Payroll Tax Payable		2,016.58	0%

Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	8	48,610.31	0.00	0.00	0.00	48,610.31	30,975.90	17,634.41
Grand Total:		48,610.31	0.00	0.00	0.00	48,610.31	30,975.90	17,634.41

Account Summary

Account	Name	Amount
101-0000-21710	Payroll Tax Payable	16,170.92
101-0000-21910	SDRS Payable	9,743.42
Total:		25,914.34

Account	Name	Amount
211-0000-21710	Payroll Tax Payable	296.93
211-0000-21910	SDRS Payable	133.78
Total:		430.71

Account	Name	Amount
604-0000-21710	Payroll Tax Payable	3,290.81
604-0000-21910	SDRS Payable	1,905.04
Total:		5,195.85

Account	Name	Amount
998-0000-21800	Dental & Vision Ins Payable	851.60
998-0000-21830	Medical Ins Payable	16,217.81
Total:		17,069.41



City of Summerset, SD

UBPKT00696 - Refunds 0 UBPKT00692 Regular

Refund Check Register

Refund Check Detail

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
02-0355-08	Niekum, Leigh	2/20/2026	28432	127.79			127.79	Generated From Billing
02-0359-05	East River Contracting, LLC	2/20/2026	28433	63.75			63.75	Generated From Billing
Total Refunds: 2				Total Refunded Amount:			191.54	

Revenue Code Summary

Revenue Code	Amount
996 - 996 Unapplied Credits	191.54
Revenue Total:	191.54

General Ledger Distribution

Posting Date: 01/23/2026

Fund	Account Number	Account Name	Posting Amount	IFT
Fund: 604 - Sanitary Sewer Fund	604-0000-10100	Cash	-191.54	Yes
	604-0000-38800	Swr Misc Revenue	191.54	
	604 Total:		0.00	
Fund: 999 - AP Clearing Fund	999-0000-10100	Cash	-191.54	
	999-0000-23000	Due to Other Funds	191.54	Yes
	999 Total:		0.00	
	Distribution Total:		0.00	



City of Summerset, SD

Refund Check Register
Refund Check Detail

UBPKT00703 - UB Return checks Feb. 2026

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
01-0267-03	Terzian, John	2/19/2026	28434	74.13			74.13	Deposit
02-0279-02	Leroy, RaeAnn	2/19/2026	28435	45.50			45.50	Deposit
02-0609-00	Stanley, Hannah	2/19/2026	28436	45.50			45.50	Deposit
Total Refunds: 3								
				Total Refunded Amount:			165.13	

Revenue Code Summary

Revenue Code	Amount
996 - 996 Unapplied Credits	165.13
Revenue Total:	165.13

General Ledger Distribution

Posting Date: 02/20/2026

Account Number	Account Name	Posting Amount	IFT
Fund: 604 - Sanitary Sewer Fund			
604-0000-10100	Cash	-165.13	Yes
604-0000-38800	SWr Misc Revenue	165.13	
604 Total:		0.00	
Fund: 999 - AP Clearing Fund			
999-0000-10100	Cash	-165.13	
999-0000-23000	Due to Other Funds	165.13	Yes
999 Total:		0.00	
Distribution Total:		0.00	

Commissioner Pulscher's Report- February 2026

- Attended 2 Commission Meetings
- Check-ins with City Administrator and Finance Officer
- Updated by Assistant Finance Officer about changes to the new website and functions.
- Signed checks in tandem with City Administrator.
- Corresponded with Commissioner Markham regarding the new website.
- Spoke with citizens about the first reading of the mining ordinance for Summerset. Posted an update to the social media pages about said first reading.

FEBRUARY COMMISSION REPORT

COMMISSIONER MARKHAM

MEETINGS:

- 2 – COMMISSION MEETINGS
- 2 – DOT MARKETING

POLICE DEPARTMENT:

- WEEKLY/ DAILY TOUCH BASE WITH CHIEF NASSER
 - DAY TO DAY OPERATIONS
 - REVIEW SCHEDULE
 - SHIFT DIFFERENTIAL
 - STEP AND GRADES
 - OFFICER INTERVIEWS

OTHER BUSINESS:

- WORKING IN THE OFFICE:
 - L. SCHIFFER
 - WEBSITE
 - OFFICE OPERATIONS
 - N. BIRGEN
 - FILING
 - WEBSITE
 - L. FISHER
 - RETURN CHECKS
 - TYLER TECH
- VARIOUS EMAILS WITH:
 - CHIEF NASSER
 - LISA SCHIFFER
 - MAYOR KITZMILLER
 - DOT MARKETING
- PHONE CONVERSATIONS WITH:
 - COMMISSIONER OSTEN
 - COMMISSIONER PULSCHER

- LISTENING AND VISITING LOCAL CITIZENS DOOR TO DOOR IN SUMMERSET REGARDING POSITIVE AND AREAS OF IMPROVEMENT WITHIN THE CITY OF SUMMERSET.

Michael Osten
February
Commission Report

02-1-26

Meetings:

Attended the Summerset regular commission meeting on 2-05-2026.

Public Works:

Phone conversations with/from Director of Public Works on multiple occasions to discuss daily operations, monthly expenditures, and budget items.

Conducted interviews with public works department and city finance officer for the seasonal position with public works.

Required Report

Feb ~~2024~~ 2025 Commissioner Clyde Hirsch

MEETINGS

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

~~POLICE DEPARTMENT~~

Waste Water

Had weekly contacts with Jon
on waste water

Required Report

February 2026 Mayor Kitzmiller

MEETINGS

- Attended all required Commission Meeting
- Attended all special meetings

PUBLIC WORKS

Almost daily calls or text messages with our City Administrator. Working directly with City department Commissioners and Department heads.

- Generators.... grant
- City Street Lighting.....next addition pending
- Norman Ranch agreement....working on final draft
- Parks....participation issues
- Roads.....DOT
- Equipment..... everything is operational
- Employment.... Police Hiring
- Budget.....end of year
- Employee.....Part time

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

State Homeland Security Grant

The Office of Homeland Security receives an annual State Homeland Security Program grant, CFDA #97.067, from the US Department of Homeland Security. Awards under this grant must enhance anti-terrorism security efforts.

The State Homeland Security Program grant requires that 80% of the grant be "passed-through" to local sub-recipients and 20% be used for state projects. Up to 5% of the state portion of the grant can be used for administration costs. No match funding is required for the State Homeland Security Grant.

Eligible applicants include public agencies such as county emergency management, sheriff's offices, police departments, public schools, fire departments, and ambulance services. A portion of the local pass-through funds is allocated to statewide special programs, including the SD Fusion Center, Special Weapons and Tactics (SWAT) Training, and Taskforce 1.

School security projects are limited to public or private schools. Schools can request a school security assessment by contacting the Office of Homeland Security. Examples of projects to increase school security focus on access control, including electronic entry systems, video entry, crash bars, door locks, metal detectors, bollards, collapsible gates, intercom systems, panic alarms, lighting, security screening equipment, window tinting, and security assessments. Private, non-profit schools may also be eligible to apply for the Non-Profit Homeland Security Grant described below.

State projects include equipment for physical protection of state assets, cybersecurity projects, statewide fire and law enforcement training, and requests for equipment, training, or exercises initiated by state agencies.

Acceptance of a grant award by the applicant signifies understanding that portable assets purchased with Homeland Security funding, such as vehicles, UTVs, trailers, portable generators, and mobile emergency operating commands, will be made available for statewide deployment when requested under mutual aid or by the State.

The grant application process is competitive. Requests for funding must be fully explained and justified. Applications lacking appropriate justification and lacking a Homeland Security counter-terrorism connection will not be considered.

National Preparedness Goal

Funding from Homeland Security grants must be used for projects that align with the National Preparedness Goal, as defined by the US Department of Homeland Security, as described below.

The National Preparedness Goal is to develop: "*A secure and resilient nation with the capabilities required across the whole community to prevent, protect against, mitigate, respond to, and recover from the threats and hazards that pose the greatest risk.*" These risks include terrorist attacks, cyberattacks, natural disasters, pandemics, chemical spills, and other man-made hazards, including active threats.

The National Preparedness Goal can be found at https://www.fema.gov/sites/default/files/2020-06/national_preparedness_goal_2nd_edition.pdf . The Goal describes five mission areas:

Prevention. Prevent, avoid, or stop an imminent, threatened, or actual act of terrorism.

Protection. Protect our citizens, residents, visitors, and assets against the greatest threats and hazards in a manner that allows our interests, aspirations, and way of life to thrive.

Mitigation. Reduce the loss of life and property by lessening the impact of future disasters.

Response. Respond quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of a catastrophic incident.

Recovery. Recover through a focus on the timely restoration, strengthening, and revitalization of infrastructure, housing, and a sustainable economy, as well as the health, social, cultural, historic, and environmental fabric of communities affected by a catastrophic incident.

The Office of Homeland Security uses the federal priorities, the statewide Threat and Hazard Identification and Risk Assessment (THIRA), and the Stakeholders Preparedness Review (SPR) to prioritize funding for projects. In South Dakota, grant applications will be accepted under the following categories:

1. Protecting Soft Targets and Crowded Places

Soft targets and crowded places are typically defined as locations or environments that are easily accessible, attract large numbers of people on a predictable or semi-predictable basis, and may be vulnerable to attacks using simple tactics and readily available weapons. Examples include schools, national monuments, hospitals, sporting arenas, cultural centers, places of worship, and transportation sites.

Projects under this core capability include physical, technological, and computer-generated measures to control admittance and protect soft targets and crowded venues. Projects may include access control, video entry, crash bars, door locks, metal detectors, bollards, collapsible gates, intercom systems, panic alarms, lighting, security screening equipment, window tint, and security assessments.

2. Supporting Homeland Security Task Forces and Fusion Centers

Homeland Security Task Forces are multi-agency teams composed of federal and local law enforcement partners tasked with disrupting and dismantling transactional criminal organizations, targeting cross-border human smuggling and trafficking networks, and using all appropriate law enforcement tools to support lawful immigration enforcement.

Projects under this core capability include:

- Establishing or enhancing multi-agency HSTFS, including operational coordination centers
- Enhancing capabilities and integration with local fusion centers
- Procurement of technology or equipment to support surveillance, communications, and data analysis
- Development of standard operating procedures for information sharing, joint operations, and immigration enforcement coordination
- Personnel training, credentialing, and certification to improve interoperability and mission alignment
- Intelligence analysis, reporting, and suspicious activity monitoring

- Exercises and simulations focused on joint operations, intelligence sharing, or interdiction/disruption of criminal or smuggling networks
- Community engagement efforts to foster trust and encourage threat reporting

3. Cybersecurity

Projects under this core capability will protect electronic systems from damage, unauthorized use, and exploitation. Computer systems need to be protected against viruses, malware, ransomware, spyware, etc.

Examples of projects in this category include conducting cybersecurity risk assessments, installing intrusion detection systems, providing physical protection for critical infrastructure hardware, and conducting cybersecurity training and exercises.

4. Election Security

Projects under this core capability will protect and provide, Physical security planning support, Physical/site security measures – e.g., locks, shatterproof glass, alarms, etc., General election security navigator support, Cyber navigator support, Cybersecurity risk assessments, training, and planning.

Projects that address vulnerabilities identified in cybersecurity risk assessments, Iterative backups, encrypted backups, network segmentation, software to monitor/scan, endpoint protection, and Distributed Denial of Service Protection.

5. Border Crisis Response and Enforcement

Projects under this core capability align with Executive Order 14159 and promote cooperation between local and federal partners to lawfully enforce immigration laws against all inadmissible and removable aliens.

Examples of projects in this category include participation in the DHS/ICE 287(g) program; authorizing trained local officers to support ICE immigration efforts; cooperation with ICE detainees; and supportive activities such as officer training, technology and information sharing, operational support, and community engagement.

6. Radios, Repeaters, and Pagers for First Responders

Radios, repeaters, and pagers for first responders must be justified in the grant application. The Office of Homeland Security may limit awards for radios, repeaters, and pagers based on priority, agency, and funding available. The Office of Homeland Security will not fund radios for highway departments, transit, public works, hospitals, schools, city or county political officials, and other non-mission-critical agencies that are not first responders.

Approved pagers must NOT be P25 capable pagers and will not be allowed to use the State Radio System. Approved paging devices must be analog only.

Approved repeaters/extenders must be Astro 25 (P25) compatible.

Approved radios must be at minimum P25 trunked-capable in the VHF spectrum, with Smart Connect capability leveraging either Wi-Fi or LTE for enhanced coverage.

If encrypted radios are requested, the radios must be P25-compliant and support Multikey with 128 keys and multi-algorithm encryption. The minimum standard is 256-bit AES and is allowed only for law enforcement.

Each radio registered in the State Radio system has an identification number (ID), the radio's serial number, and an alias (the agency name). Contact State Radio if you are disposing of, adding, or replacing radios. Contact State Radio by visiting the BIT Service Desk portal at <https://servicedesk.sd.gov> or 605-773-4357.

A. Pre-Risk Assessment

Each applicant, except state agencies, is required by state law to complete a pre-risk assessment as part of the application. For example, schools, fire departments, and counties are not state agencies and must complete the pre-risk assessment in EDGAR IGX.

B. Sub-recipient Agreement

Applicants that are offered a grant award will be required to sign an agreement that details terms and conditions as set forth by the State and Federal Governments. Before you incur costs or receive any federal grant funds awarded to you, this agreement must be signed by an authorized signer from your agency and the Director of the South Dakota Office of Homeland Security. **Should you incur costs or start a project before the award agreement is signed by the Office of Homeland Security, your costs will not be reimbursed.**

C. Definitions

1. State. *State* refers to the State of South Dakota.
2. SDHLS. *SDHLS* refers to the South Dakota Office of Homeland Security.
3. SHSGP. *SHSGP* refers to State Homeland Security Grant Program.
4. Subaward. *Subaward* refers to an award provided by a pass-through entity (SDHLS) to a sub-recipient.
5. Sub-Recipient. *Sub-Recipient* refers to a non-federal entity that receives a subaward from a pass-through agency (SDHLS), aka grantee, subgrantee
6. Sub-Recipient Agreement. The signatory document that commits grant funds to the sub-recipient and describes terms and conditions.
7. EDGAR IGX. Electronic Database for Grant Application & Reporting is the South Dakota Department of Public Safety's on-line grant management system.

D. Grant Provisions

1. The beginning and end date for the project will be on the award agreement.
2. Any amendments to award agreements must be in writing and approved by SDHLS.
3. Applications can be denied for any reason. For example, applications can be denied if the amount requested is more than the historical regional allocation or the applicant is considered to be at high risk of compliance with the grant award terms and conditions.
4. SDHLS retains the right to terminate subawards through the State Homeland Security Grant Program at any time.

E. Legal Provisions

1. Funding Out Clause. Subaward Agreements depend upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If, for any reason, the State Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, the Agreement will be terminated by the State. Termination for any of these reasons is not a default by the State, nor does it give rise to a claim against the State.
2. Insurance Provision. Sub-recipients agree, at their sole cost and expense, to maintain general liability, workers' compensation, professional liability, and automobile liability insurance during the subaward period as specified in the award.
3. Indemnification. The Grantee agrees to indemnify and hold the State of South Dakota, its officers, agents, and employees, harmless from and against any and all actions, suits,



SUMMERSET POLICE DEPT, CITY OF

02/05/2026

The design, technical, pricing, and other information ("Information") furnished with this submission is confidential proprietary information of Motorola Solutions, Inc. or the Motorola Solutions entity providing this quote ("Motorola") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola. MOTOROLA, MOTO, MOTOROLA SOLUTIONS, and the Stylized M Logo are trademarks or registered trademarks of Motorola Trademark Holdings, LLC and are used under license. All other trademarks are the property of their respective owners. © 2020 Motorola Solutions, Inc. All rights reserved.

02/05/2026

SUMMERSET POLICE DEPT, CITY OF

Dear Rich Nasser,

Motorola Solutions is pleased to present SUMMERSET POLICE DEPT, CITY OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide SUMMERSET POLICE DEPT, CITY OF with the best products and services available in the communications industry. Please direct any questions to Bob Tindall at bob@wescomm.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Bob Tindall

Motorola Solutions Manufacturer's Representative

Billing Address:
 SUMMERSET POLICE DEPT, CITY
 OF

Shipping Address:
 WESTERN COMMUNICATIONS
 INC
 3106 CABBELL ST
 RAPID CITY, SD 57701
 US

Quote Date:02/05/2026
 Expiration Date:03/17/2026
 Quote Created By:
 Bob Tindall
 bob@wescomm.com
 605-342-7885

End Customer:
 SUMMERSET POLICE DEPT, CITY OF
 Rich Nasser
 rnasser@summersetpd.org
 605-721-6806

Contract: 19860 - NASPO 00318

Payment Terms:30 NET

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	Description	Qty	Term	List Price	Contract Price	Sale Price	Ext. Sale Price
	APX™ N70	APX N70						
1	H35KET9PW8AN	APX N70 VHF MODEL 4.5 PORTABLE	10		\$5,365.00	\$3,016.45	\$3,016.45	\$30,164.50
1a	QA09017AA	ADD: LTE WITH ACTIVE SERVICE AT&T US	10		\$0.00	\$0.00	\$0.00	\$0.00
1b	H499KC	ENH: SUBMERSIBLE (DELTA T)	10		\$0.00	\$0.00	\$0.00	\$0.00
1c	BD00001AA	ADD: CORE BUNDLE	10		\$3,323.00	\$2,425.79	\$2,425.79	\$24,257.90
1d	BD00010AB	ADD: SECURITY BUNDLE	10		\$1,227.00	\$895.71	\$895.71	\$8,957.10
1e	BD00037AA	ADD: AUDIO BUNDLE	10		\$287.00	\$209.51	\$209.51	\$2,095.10
1f	Q387CB	ADD: MULTICAST VOTING SCAN	10		\$0.00	\$0.00	\$0.00	\$0.00
1g	QA01767BL	ADD: P25 LINK LAYER AUTHENTICATION	10		\$0.00	\$0.00	\$0.00	\$0.00
1h	QA01833AH	ADD: EXTREME 1-SIDED NOISE REDUCTION	10		\$0.00	\$0.00	\$0.00	\$0.00
1i	QA03399AK	ADD: ENHANCED DATA	10		\$0.00	\$0.00	\$0.00	\$0.00



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 Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 -- #: 36-1115800

Line #	Item Number	Description	Qty	Term	List Price	Contract Price	Sale Price	Ext. Sale Price
1j	QA08676AA	ADD: ADAPTIVE SPEAKER VOLUME	10		\$0.00	\$0.00	\$0.00	\$0.00
1k	QA08853AA	ADD: CPS ENABLEMENT	10		\$0.00	\$0.00	\$0.00	\$0.00
1l	QA09001AM	ADD: WIFI CAPABILITY	10		\$0.00	\$0.00	\$0.00	\$0.00
1m	QA09006AA	ADD: ADAPTIVE NOISE SUPPRESSION	10		\$0.00	\$0.00	\$0.00	\$0.00
1n	QA09028AA	ADD: VIQI VC RADIO OPERATION	10		\$0.00	\$0.00	\$0.00	\$0.00
1o	H797DW	SOFTWARE LICENSE ENH: DVP-XL ENCRYPTION AND ADP	10		\$0.00	\$0.00	\$0.00	\$0.00
1p	Q15AK	ADD: AES/DES-XL/DES-OFB ENCRYPTION AND ADP	10		\$0.00	\$0.00	\$0.00	\$0.00
1q	Q498BN	SOFTWARE LICENSE ENH: ASTRO 25 OTAR W/ MULTIKEY	10		\$0.00	\$0.00	\$0.00	\$0.00
1r	QA07680AA	ADD: MULTI SYSTEM OTAR	10		\$0.00	\$0.00	\$0.00	\$0.00
1s	H38DA	ADD: SMARTZONE OPERATION	10		\$0.00	\$0.00	\$0.00	\$0.00
1t	Q361CD	ADD: P25 9600 BAUD TRUNKING	10		\$0.00	\$0.00	\$0.00	\$0.00
1u	Q806CH	ADD: ASTRO DIGITAL CAI OPERATION	10		\$0.00	\$0.00	\$0.00	\$0.00
1v	QA00580BA	ADD: TDMA OPERATION	10		\$0.00	\$0.00	\$0.00	\$0.00
2	PSV01S02944A	PROVISIONING SUPPORT	1		\$0.00	\$0.00	\$0.00	\$0.00
3	LSV01S03060A	APX N70 DMS ESSENTIAL	10	3 YEARS	\$205.92	\$205.92	\$205.92	\$2,059.20
4	PSV01S03059A	APX NEXT PROVISIONING WITH CPS	1		\$0.00	\$0.00	\$0.00	\$0.00
5	SSV01S01406A	SMARTCONNECT	10	5 YEARS	\$720.00	\$720.00	\$720.00	\$7,200.00
6	PMPN4604B	CHARGER, DESKTOP SINGLE UNIT IMPRES 2 FAST, US/NA	10		\$221.75	\$161.88	\$161.88	\$1,618.80
7	PMMN4141A	PORTABLE RSM XVP750, IP68, WITH KNOB	10		\$543.13	\$396.48	\$396.48	\$3,964.80



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
 Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800

Grand Total

\$80,317.40(USD)**Notes:**

- The Pricing Summary is a breakdown of costs and does not reflect the frequency at which you will be invoiced.

Motorola's quote (Quote Number: _____ Dated: _____) is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then the following Motorola's Standard Terms of use and Purchase Terms and Conditions govern the purchase of the Products which is found at <http://www.motorolasolutions.com/product-terms>.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.

Customer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



Line #	Item Number	Parametric Data
1a	QA09017AA	ENDUSERT = POLICE PROTECTION
1k	QA08853AA	TEMAILAR = Light, Kendall <Kendall.Light@state.sd.us>,SYSTEMID = 0470
2	PSV01S02944A	TEMAILAR = Light, Kendall <Kendall.Light@state.sd.us>,CUSTNAME = Kendall, Light,SYSTEMID = 0470
4	PSV01S03059A	TEMAILAR = Light, Kendall <Kendall.Light@state.sd.us>,CUSTNAME = Kendall, Light,SYSTEMID = 0470



APX N70 PORTABLE RADIO SOLUTION DESCRIPTION

OVERVIEW

The APX N70 offers affordable, next generation communications for without compromising P25 interoperability or voice and data quality. It offers a durable design with “pick-up-and-go” functionality, optimizing ease-of-use and focused communications in almost all environments.

DURABLE AND EASY TO USE

The APX N70 enhances operations with a full color transfective glass display with touch technology for easy operation with gloves on. The touchscreen includes a high velocity user interface with large touch targets, shallow menu hierarchy, home screen information at a glance, and access to integrated apps. Additionally, the N70 offers extended battery life, a shorter antenna, and Bluetooth compatibility with audio accessories, promoting efficient communications between first responders.

Mission-Critical Audio

For first responders in mission-critical situations, the APX N70 offers high dynamic range microphones and an adaptive sound engine that minimizes background noise and promotes clarity, amplifying intelligible voice communication between first responders.

ESSENTIAL AND SECURE P25 COMMUNICATIONS

The APX N70 is certified compliant with P25 standards and supports digital and analog trunking, FDMA and TDMA, and Integrated Voice and Data. P25 communications over the N70 are safe and secure—it offers software and hardware encryption, single- and multi key encryption, and P25 Authentication, protecting communications during daily operations.

Reliable Connectivity

Using the APX N70 lets first responders stay connected across disparate networks. It can be equipped with LTE, Wi-Fi®, Bluetooth®, and GPS features, bringing future-ready applications, services, and best-in-class connectivity to everyday users. APX N70 radios support 7/800 MHz frequency bands across radio systems with minimal intervention by the radio user.



Managing and Provisioning Devices

APX N70 provides users greater awareness and faster radio management through Customer Programming Software (“CPS”), Radio Management (“RM”), or the Radio Central programming. These tools transform accurate data into smarter action by enabling dispatchers and network managers to keep radios in the field, make informed operational decisions, and, above all, protect first responders' focus and safety.

Customer Programming Service

CPS is a proprietary, Windows-based application used to configure APX subscriber radios in offline situations. The CPS application offers drag-and-drop, clone-wizard, and basic import/export functions that allow for the addition of new software and feature enhancements. APX N radios can be programmed one-at-a-time on a local PC, *via* secure USB port



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connection, with TLS-PSK based encryption. Once loaded, subscriber radios are read, and edited, and copdeplugs and templates can be saved and duplicated to program other fleet radios.

Radio Management

Batch Programming is available through the RM software for simultaneous programming and upgrading throughout the radio fleet. With Batch Programming, up to 16 radios can be programmed at once over a Wi-Fi connection. This reduces programming time and ensures that the radio fleet is always up-to-date and ready-to-use in the field.

Device Management Services

Device Management Services ("DMS") packages provide programming, management, and maintenance services to maximize the effectiveness of this APX N70 solution, while reducing maintenance risk, workload, and total cost of ownership. DMS tackles a range of customer needs, whether the solution is self-maintained or managed by Motorola Solutions.

Using Motorola Solutions' cloud-based Radio Central Programming, APX N70 supports faster provisioning and deployment to get devices in the hands of first responders and out into the field. Parameters such as talk groups, interface options, and security keys can be programmed remotely within minutes. The DMS package provides access to batch programming with Radio Central Programming or one-at-a-time basic programming with Customer Programming Service, described below.

Radio Central

Radio Central Programming streamlines the APX N70 out-of-the-box experience with a few simple steps. Users will power on the device and view a boot-up animation. Status bar icons on the front display indicate when a connection is made and an update download is initiated. If the APN N70 device is being started for the first time, a "peek-in" device management notification will indicate that the default configuration is detected. When the update download is complete, the device reboots and installs the update. When the install is complete, the device goes back to the full home screen and notifies the user that the update is complete. From power on to provisioning, the process takes less than a minute. For Encryption and Authentication users, a KVL needs to be connected to the radio to use those services.

APX N70 also features Touchless Key Provisioning ("TKP"), leveraging Radio Central and Key Management Facility to add encryption keys remotely. This streamlined, one-time process reduces the time and effort spent enabling encryption. TKP delivers the initial encryption keys to APN N70 radios. Users can provision encryption on one radio or on batches of radios, further speeding up the encryption process for radio fleets.

The figure below illustrates APX N70's faster provisioning process.



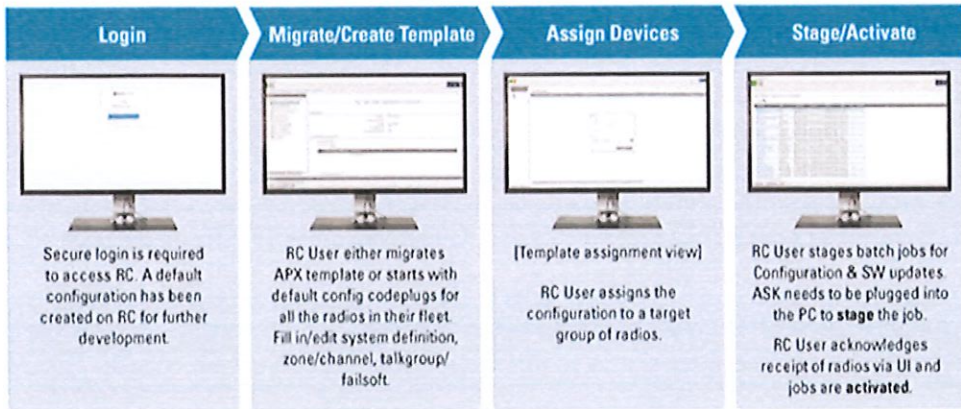


Figure 1: APX N70 Provisioning via Radio Central



APX N-SERIES DEVICE MANAGEMENT SERVICES - ESSENTIAL STATEMENT OF WORK

OVERVIEW

Device Management Services ("DMS") efficiently maintains the Customer's device fleet while helping to keep devices up-to-date and fully operational in the field.

DMS Essential services provide basic hardware and software support.

This Statement of Work ("SOW"), including all of its subsections and attachments is an integral part of the applicable agreement ("Agreement") between Motorola Solutions, Inc. ("Motorola Solutions") and Customer ("Customer").

In the event of a conflict between the terms and conditions of the Agreement and the terms and conditions of this SOW, this SOW will control as to the inconsistency only. The SOW applies to the device specifically named in the Agreement.

HARDWARE REPAIR

Hardware Repair provides repair coverage for internal and external device components that do not work in accordance with published specifications. Repair services are performed at a Motorola Solutions-operated or supervised facility. The device will be repaired to bring it to compliance with its specifications, as published by Motorola Solutions at the time of delivery of the original device.

For malfunctioning devices that must be replaced, Motorola Solutions will attempt to read the codeplugs from those devices. If successful, Motorola Solutions will load the codeplug to any replacement devices. If not, Motorola Solutions will load a factory codeplug, and the Customer will need to load the previous codeplug.

Motorola Solutions will load factory available firmware to any replacement devices, which may not match the Customer's firmware version.

MOTOROLA SOLUTIONS RESPONSIBILITIES

- Repair or replace malfunctioning device, as determined by Motorola Solutions.
- Complete repair or replacement with a turnaround time of five business days in-house, provided the device is delivered to the repair center by 9:00 a.m. (local repair center time). Turnaround time represents the time a product spends in the repair process, and does not include time in transit to and from the Customer's site. Business days do not include US holidays or weekends.
- If applicable, apply periodically-released device updates, in accordance with an Engineering Change Notice.
- Provide two-way air shipping when a supported Motorola Solutions electronic system, such as MyView Portal, is used to initiate a repair. A shipping label will be generated via the electronic system.

CUSTOMER RESPONSIBILITIES

- For non-contiguous renewals, Customer must provide a complete list, preferably in electronic format, of all hardware serial numbers to be covered under the Agreement to Motorola Solutions.
- Initiate device repairs, as needed.
 - When initiating a repair via a supported Motorola Solutions electronic system, label each package correctly with the shipping label and Return Material Authorization ("RMA") number generated by the electronic system.
 - When initiating a repair via paper Return Material Form ("RMF"), the RMF must be completed for each device, included in the package with the device, and shipped to the Motorola Solutions depot specified on the RMF.
- Remove any data or other information from the device that the Customer wishes to destroy or retain prior to sending the device for repair.



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- If a malfunctioning device must be replaced and the Customer has loaded information for that device to Motorola Solutions' cloud environment, the Customer will need to remove the information for the malfunctioning device and add information for the replacement device to the applicable cloud environment.

LIMITATIONS AND EXCLUSIONS

The Customer will incur additional charges at the prevailing rates for any activities that are not included or are specifically excluded from this service scope, as described below. Motorola Solutions will notify the Customer and provide a quotation of any incremental charges related to such exclusions prior to completing the repair and said repair will be subject to Customer's acceptance of the quotation.

- Replacement of consumable parts or accessories, as defined by product, including but not limited to batteries, cables, and carrying cases.
- Repair of problems caused by:
 - Natural or manmade disasters, including but not limited to internal or external damage resulting from fire, theft, and floods.
 - Third-party software, accessories, or peripherals not approved in writing by Motorola Solutions for use with the device.
 - Using the device outside of the product's operational and environmental specifications, including improper handling, carelessness, or reckless use.
 - Unauthorized alterations or attempted repair, or repair by a third party.
- Non-remedial work, including but not limited to administration and operator procedures, reprogramming, and operator or user training.
- Problem determination and/or work performed to repair or resolve issues with non-covered products. For example, any hardware or software products not specifically listed on the service order form are excluded from service.
- File backup or restoration.
- Completion and test of incomplete application programming or system integration if not performed by Motorola Solutions and specifically listed as covered.
- Accidental damage, chemical or liquid damage, or other damage caused outside of normal device operating specifications, except if optional Accidental Damage Coverage was purchased.
- Cosmetic imperfections that do not affect the functionality of the device.
- Software support for unauthorized modifications or other misuse of the device software is not covered.

Motorola Solutions is not obligated to provide support for any device that has been subject to the following:

- Repaired, tampered with, altered or modified (including the unauthorized installation of any software) — except by Motorola Solutions authorized service personnel.
- Subjected to unusual physical or electrical stress, abuse, or forces or exposure beyond normal use within the specified operational and environmental parameters set forth in the applicable product specification.
- If the Customer fails to comply with the obligations contained in the Agreement, the applicable software license agreement, and Motorola Solutions terms and conditions of service.

DEVICE TECHNICAL SUPPORT

Motorola Solutions' Device Technical Support service provides telephone consultation for device and accessory issues. Support is delivered through the Motorola Solutions Centralized Managed Support Operations ("CMSO") organization by a staff of technical support specialists.

For Device Technical Support, Motorola Solutions will respond to calls within two (2) hours during the support days. Support hours are 7 a.m. to 7 p.m. CST Monday through Friday, excluding US holidays. In addition, Customers may contact the Call Management Center (800-MSI-HELP) at any time (24 hours a day, seven days a week) and a Motorola Solutions representative will log a technical request in Motorola Solutions Case Management System on the Customer's behalf.



MOTOROLA SOLUTIONS RESPONSIBILITIES

- Provide technical support for devices, assessing and troubleshooting reported issues.
- Receive and log Customer support requests, and assign a technical representative to respond to a Customer incident per the defined timeframes.

CUSTOMER RESPONSIBILITIES

- Use the provided methods to contact Motorola Solutions technical support.
- Provide sufficient information to allow Motorola Solutions technical support agents to diagnose and resolve Customer issues.
- Provide contact information for field service technicians in the event that Motorola Solutions has to follow up.

LIMITATIONS AND EXCLUSIONS

- Device support does not include Land Mobile Radio ("LMR") network, Wi-Fi, and LTE network troubleshooting.

Software Maintenance

Motorola Solutions is continually developing new features and functionality for our portfolio of public-safety-grade radios. By purchasing software maintenance, the Customer can take advantage of these firmware releases and future-proof their communications investment.

MOTOROLA SOLUTIONS RESPONSIBILITIES

- Test all firmware releases to minimize software defects.
- Announce new firmware releases and post release notes in a timely manner via MyView Portal.
- Provide firmware updates. Motorola Solutions makes no guarantees as to the frequency or timing of firmware updates.
- Provide upgrade capability through supported Programming Tools.
- Provide programming and service tools and technical support through the firmware support window.
- Provide documentation via MyView Portal with each release detailing new features, bug fixes, and any known issues.

CUSTOMER RESPONSIBILITIES

- Periodically check MyView Portal for firmware update announcements.
- Keep the radio fleet updated with firmware versions within the support window.

MyView Portal Access

MyView Portal is the single location to track the status of subscriptions and service contracts, including start and end dates. This portal includes order, RMA, and technical support ticket status, as well as a consolidated download site for software and documentation.

Outside of pre-announced maintenance periods, MyView Portal will be available on a best effort 24/7 basis. Motorola Solutions cannot guarantee the availability of Internet networks outside of our control.

MOTOROLA SOLUTIONS RESPONSIBILITIES

- Provide a web accessible, secure portal to view the Customer's data.
- Provide the Customer with login credentials for the site.
- Provide end-user training for the site.
- Provide technical support to answer end user questions between the hours of 8 a.m. to 5 p.m. CST Monday through Friday, excluding US holidays.



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- Keep the site updated with the latest Customer information.

CUSTOMER RESPONSIBILITIES

- Provide Motorola Solutions with contact information for administrative users.
- Administer user access.
- Provide Internet access for users to access the site.
- Attend available MyView Portal training.
- Protect login information against unauthorized use.
- Provide Motorola Solutions with updated equipment information, as needed.



Purchase Order Checklist NA OM

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead
(PO will not be processed without this)

PO Number/ Contract Number

PO Date

Vendor = Motorola Solutions, Inc.

Payment (Billing) Terms/ State Contract Number

Bill-To Name on PO must be equal to the *Legal* Bill-To Name

Bill-To Address

Ship-To Address (If we are shipping to a MR location, it must be documented on PO)

Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)

PO Amount must be equal to or greater than Order Total

Non-Editable Format (Word/ Excel templates cannot be accepted)

Tax Exemption Status

Signatures (As required)

NOTE: When an email order is submitted a confirmation is sent from Motorola AutoNotify referencing a case number.

Once checklist is complete, order still must go through **Order Validation/Credit Approval**

DRIVESAFESD.COM

South Dakota Office of Highway Safety

Grant Application and Management Handbook

Revised February 2025

Introduction

The South Dakota Office of Highway Safety (SDOHS) is committed to reduce the number of traffic crashes, injuries, and fatalities occurring on South Dakota roadways. Local and state agency highway safety projects are essential to accomplish this goal.

This manual provides a guideline for local, non-profit, and state agencies to apply for highway safety grant funding support, to establish grant management procedures, and to understand state and federal conditions of the funding and the required grant management process (post-award). This guide has been prepared by the SDOHS to serve as a primary reference for you, the subrecipient of these federal grant funds. It is intended as a reference and is not to be considered the final word when questionable situations arise.

Only applications with clear and concise problem identification; realistic and quantifiable targets and objectives; activities that implement a proven countermeasure for the identified problem; and that sufficiently describe and defend the investment of scarce taxpayer resources will be considered for a traffic safety grant.

The SDOHS administers highway safety grants exclusively through its online resource found at SAFESD.GOV; click on the “Grant Application & Reporting” link, top right of the web page to access EDGAR IGX (or the link below). Grant applications, reports, and reimbursement requests will only be accepted through EDGAR IGX, the SDOHS [Electronic Database for Grant Application & Reporting](#). We've prepared an EDGAR IGX Supplement manual that gives you step-by-step instructions for navigating the EDGAR IGX system.

For any questions, please contact SDOHS at the number below, and thank you for your efforts in keeping South Dakota's roads safe.

Rob Weinmeister, Director
South Dakota Office of Highway Safety
118 W Capitol Ave
Pierre, SD 57501
Phone: 605-773-4949

Notice of Hearing Upon Applications for Sale of Alcoholic Beverages

Notice is hereby given that the City of Summerset will set a hearing for the following transfer of alcoholic beverage licenses:

TRANSFER:

From: Pit Stop LLC.

To: The Pit Stop General Store LLC. /Matthew Erdman

Retail (on-off sale) Malt Beverage & SD Farm Wine – 8034 Stagestop Road, Summerset SD (Stagestop Sub., Lot 2R, Section 23, Township 3, Range 6 East of the BHM. \$150.00

Package (off-sale) Liquor - 8034 Stagestop Road, Summerset SD (Stagestop Sub., Lot 2R, Section 23, Township 3, Range 6 East of the BHM. \$150.00

Retail (on-sale) Liquor - 8034 Stagestop Road, Summerset SD (Stagestop Sub., Lot 2R, Section 23, Township 3, Range 6 East of the BHM. \$150.00

Said hearing will be set for Thursday, March 5th, 2026, at 6:00 p.m. at the Summerset City Hall, 7055 Leisure Lane, Summerset SD.

Individuals needing assistance related to the American Disabilities Act should contact the Summerset City Finance Officer no less than 24 hours prior to this hearing to make necessary arrangements. Any person interested in the approval or rejection of any application may appear at said time and be heard.

Dated this 13th day of February 2026.

Lisa Fischer
Summerset Finance Officer

Date Received: _____
Date Issued: _____

Uniform Alcoholic Beverage License Application

License No. RB-25545

A. CORPORATION, LLC OR SOLE PROPRIETOR NAME AND MAILING ADDRESS

Name <u>The Pit Stop General Store LLC</u>		Phone Number [REDACTED]	
Address <u>8034 Stagestop Rd.</u>	City <u>Summerset</u>	State <u>SD.</u>	Zip <u>57718</u>

B. DOING BUSINESS AS NAME AND PHYSICAL ADDRESS

Name <u>The Pit Stop General Store LLC</u>		Phone Number [REDACTED]	
Address <u>8034 Stagestop Rd.</u>	City <u>Summerset</u>	State <u>SD.</u>	Zip <u>57718</u>

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

- Retail (on-sale) Liquor
- Retail (on-sale) Liquor - Restaurant
- Convention Center (on-sale) Liquor
- Package (off-sale) Liquor
- Retail (on-off sale) Wine and Cider
- Retail (on-off sale) Malt Beverage & SD Farm Wine
- Package Delivery
- Hunting Preserve
- Other _____

Is place of business located in a municipality?	<input checked="" type="checkbox"/> YES [] NO
County	<u>Meade</u>
Do you own or lease this property?	<input checked="" type="checkbox"/> OWN [] LEASE
Are real property taxes paid to date?	<input checked="" type="checkbox"/> YES [] NO
Are you of good moral character having never been convicted of a felony?	<input checked="" type="checkbox"/> YES [] NO

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

D. LEGAL DESCRIPTION OF LICENSED PREMISE:

Legal Description: Stagestop Sub. cc. 60.02R Lot 2R 23-3-6

- E. State Sales Tax Number 1043-2977-5T
- F. New License Transfer? (\$150) Re-issuance

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

Date <u>2-13-26</u>	Print Name <u>Matthew Erdman</u>	Signature
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H. APPROVAL OF LOCAL GOVERNING BODY Notice of hearing was published on _____ Public hearing on the application was held _____, not less than SEVEN (7) days after official publication. The governing body by majority vote recommends the approval and granting of this license and certifies that requirements as to location and suitability of premises and applicant have been reviewed and conform to the requirements of local and South Dakota law.

FOR LOCAL GOVERNMENT USE

(Seal) Mayor or Chairman	Date
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Renewal—no public hearing held: []
Establishment is ineligible for video lottery: []
Amount of fee collected with application: \$ _____
Amount of fee retained: \$ _____
Forwarded with application: \$ _____

If disapproved, endorse reason thereon and return to applicant

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

Name of corporation/partnership/LP/LLC
The Pit Stop General Store LLC

Address of office and principal place of business of corporation/partnership/LP/LLC
8034 Stagestop RD.

City *Summerset* State *SD.* Zip Code *57718*

Are all managing officers of this corporation/partnership/LP/LLC of good moral character having never been convicted of a felony? YES NO

Name	Office	Address	Occupation
<i>Matthew Erdman</i>	<i>OWNER</i>	<i>11400 Jesse Court, Black Hawk, SD 57718</i>	<i>Self-employed</i>

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

Name	Type of License	License #	Financial Interest Held	Address of Business Location
<i>Matthew Erdman</i>	<i>OWNER</i>	<i>RL-20903</i>	<i>100%</i>	<i>8034 Stage Stop Rd., Summerset, SD, 57718</i>
<i>Matthew Erdman</i>	<i>DWNER</i>	<i>PL-19361</i>	<i>100%</i>	<i>8034 Stage Stop Rd., Summerset, SD, 57718</i>


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

The Pit Stop General Store LLC, 8034 Stagestop RD., Summerset, SD, 57718 Matthew Erdman

With signature the applicant agrees to the following:

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

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

Signature of Authorized Officer/Director/Partner  Date *2-13-26*

A F F I D A V I T

STATE OF SOUTH DAKOTA)
COUNTY OF Meade) ss

The Pit Stop, LLC, being first duly sworn on oath deposes and says: That on the 13 day of February 2020 he was the owner of the license/business/stock of The Pit Stop, LLC situated on (legal description) Stage Stop Sub 0000.03R Sec 23, T3N, R10E in the city/county of Summerset Meade South Dakota and that on the said date he made a transfer/sale of said license operated under an alcoholic beverage license to The Pit Stop General Store LLC of Summerset South Dakota.

Matt Erdman

Marlene Keelehorn (owner)
(signature)

(signature) (owner)

Subscribed and sworn to before me this 13 day of Feb. 2020.

Lisa L. Fischer (Notary Public)
Commission Expires: Aug. 27, 2028

(Notary Seal)



Date Received: _____
 Date Issued: _____

Uniform Alcoholic Beverage License Application

License No. PL-19301

A. CORPORATION, LLC OR SOLE PROPRIETOR NAME AND MAILING ADDRESS

Name <u>The Pit Stop General Store LLC</u>		Phone Number [REDACTED]	
Address <u>8034 Stage Stop Rd.</u>	City <u>Summerset</u>	State <u>SD.</u>	Zip <u>57718</u>

B. DOING BUSINESS AS NAME AND PHYSICAL ADDRESS

Name <u>The Pit Stop General Store LLC</u>		Phone Number [REDACTED]	
Address <u>8034 Stage Stop Rd.</u>	City <u>Summerset</u>	State <u>SD.</u>	Zip <u>57718</u>

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

- Retail (on-sale) Liquor
- Retail (on-off sale) Liquor - Restaurant
- Convention Center (on-sale) Liquor
- Package (off-sale) Liquor
- Retail (on-off sale) Wine and Cider
- Retail (on-off sale) Malt Beverage & SD Farm Wine
- Package Delivery
- Hunting Preserve
- Other

Is place of business located in a municipality?	<input checked="" type="checkbox"/> YES [] NO
County	<u>Meade</u>
Do you own or lease this property?	<input checked="" type="checkbox"/> OWN [] LEASE
Are real property taxes paid to date?	<input checked="" type="checkbox"/> YES [] NO
Are you of good moral character having never been convicted of a felony?	<input checked="" type="checkbox"/> YES [] NO

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

D. LEGAL DESCRIPTION OF LICENSED PREMISE:

Legal Description:	<u>Stage Stop Sub. DC. 60.02R Lot 2R 23-3-6</u>
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- E. State Sales Tax Number 1043-2977-51
- F. New License Transfer? (\$150) Re-issuance

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

Date <u>2-13-26</u>	Print Name <u>Matthew Erdman</u>	Signature 
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H. APPROVAL OF LOCAL GOVERNING BODY Notice of hearing was published on _____, Public hearing on the application was held _____, not less than SEVEN (7) days after official publication. The governing body by majority vote recommends the approval and granting of this license and certifies that requirements as to location and suitability of premises and applicant have been reviewed and conform to the requirements of local and South Dakota law.

FOR LOCAL GOVERNMENT USE

(Seal) Mayor or Chairman	Date

- Renewal—no public hearing held: []
- Establishment is ineligible for video lottery: []
- Amount of fee collected with application: \$ _____
- Amount of fee retained: \$ _____
- Forwarded with application: \$ _____

If disapproved, endorse reason thereon and return to applicant

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

Name of corporation/partnership/LP/LLC <i>The Pit Stop General Store LLC.</i>		
Address of office and principal place of business of corporation/partnership/LP/LLC <i>8034 Stageshop Rd.</i>		
City <i>Summerset</i>	State <i>SD</i>	Zip Code <i>57718</i>
Are all managing officers of this corporation/partnership/LP/LLC of good moral character having never been convicted of a felony?		<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

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

Name	Office	Address	Occupation
<i>Matthew Erdman</i>	<i>Owner</i>	<i>11420 Jesse Court, Black Hawk SD, 57718</i>	<i>Self-employed</i>

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

Name	Type of License	License #	Financial Interest Held	Address of Business Location
<i>Matthew Erdman</i>	<i>Owner</i>	<i>RL-20903</i>	<i>100 %</i>	<i>8034 Stageshop Rd. Summerset SD 57718</i>
<i>Matthew Erdman</i>	<i>Owner</i>	<i>RB-25545</i>	<i>100 %</i>	<i>8034 Stageshop Rd. Summerset SD 57718</i>


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

The Pit Stop General Store LLC, 8034 Stageshop Rd. Summerset, SD. 57718 Matthew Erdman

With signature the applicant agrees to the following:

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

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

Signature of Authorized Officer/Director/Partner 	Date <i>2-13-26</i>
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A F F I D A V I T

STATE OF SOUTH DAKOTA)
COUNTY OF Meade) ss

The Pit Stop, LLC, being first duly sworn on oath deposes and says: That on the 13 day of February 2026 he was the owner of the license/business/stock of The Pit Stop, LLC situated on (legal description) Stage Stop Sub 000002R Sec 13, T3N, R14E in the city/county of Summerset/Meade South Dakota and that on the said date he made a transfer/sale of said license operated under an alcoholic beverage license to The Pit Stop General Store LLC of Summerset South Dakota.

Matt Erdman
Markie Kullbom (owner)
(signature)

(signature) (owner)

Subscribed and sworn to before me this 13 day of Feb 2026.

Lisa L. Fischer (Notary Public)
Commission Expires: Aug. 27, 2028

(Notary Seal)



Date Received: _____
 Date Issued: _____

Uniform Alcoholic Beverage License Application

License No. RL-20903

A. CORPORATION, LLC OR SOLE PROPRIETOR NAME AND MAILING ADDRESS

Name <u>The Pit Stop General Store LLC.</u>	LLC.	Phone Number [REDACTED]	
Address <u>8034 Stage Stop Rd.</u>	City <u>Summerset</u>	State <u>SD.</u>	Zip <u>57718</u>

B. DOING BUSINESS AS NAME AND PHYSICAL ADDRESS

Name <u>The Pit Stop General Store LLC.</u>	Phone Number [REDACTED]	
Address <u>8034 Stage Stop Rd.</u>	City <u>Summerset</u>	State <u>SD.</u>
	Zip <u>57718</u>	

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

- Retail (on-sale) Liquor
- Retail (on-sale) Liquor - Restaurant
- Convention Center (on-sale) Liquor
- Package (off-sale) Liquor
- Retail (on-off sale) Wine and Cider
- Retail (on-off sale) Malt Beverage & SD Farm Wine
- Package Delivery
- Hunting Preserve
- Other _____

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

Is place of business located in a municipality?	<input checked="" type="checkbox"/> YES [] NO
County	<u>Meade</u>
Do you own or lease this property?	<input checked="" type="checkbox"/> OWN [] LEASE
Are real property taxes paid to date?	<input checked="" type="checkbox"/> YES [] NO
Are you of good moral character having never been convicted of a felony?	<input checked="" type="checkbox"/> YES [] NO

D. LEGAL DESCRIPTION OF LICENSED PREMISE:

Legal Description: <u>Stage Stop Sub. 00.60.02R Lot 3R 23-3-6</u>

- E. State Sales Tax Number 1043-2977-5T
- F. New License Transfer? (\$150) Re-issuance

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

Date <u>2-13-26</u>	Print Name <u>Matthew Erdman</u>	Signature 
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H. APPROVAL OF LOCAL GOVERNING BODY Notice of hearing was published on _____, Public hearing on the application was held _____, not less than SEVEN (7) days after official publication. The governing body by majority vote recommends the approval and granting of this license and certifies that requirements as to location and suitability of premises and applicant have been reviewed and conform to the requirements of local and South Dakota law.

FOR LOCAL GOVERNMENT USE

(Seal) Mayor or Chairman	Date

Renewal—no public hearing held: []
 Establishment is ineligible for video lottery: []
 Amount of fee collected with application: \$ _____
 Amount of fee retained: \$ _____
 Forwarded with application: \$ _____

If disapproved, endorse reason thereon and return to applicant

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

Name of corporation/partnership/LP/LLC <i>The Pit Stop General Store LLC.</i>		
Address of office and principal place of business of corporation/partnership/LP/LLC <i>8034 Stageshop RD.</i>		
City <i>Summerset</i>	State <i>SD.</i>	Zip Code <i>57718</i>
Are all managing officers of this corporation/partnership/LP/LLC of good moral character having never been convicted of a felony?		<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

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

Name	Office	Address	Occupation
<i>Matthew Erdman</i>	<i>OWNER</i>	<i>11420 Jesse Court, ⁵⁷⁷¹⁸Black Hawk, SD.</i>	<i>Self-employed</i>

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

Name	Type of License	License #	Financial Interest Held	Address of Business Location
<i>Matthew Erdman</i>	<i>OWNER</i>	<i>RB-25545</i>	<i>100 %</i>	<i>8034 Stage Stop RD., Summerset, SD, 57718</i>
<i>Matthew Erdman</i>	<i>OWNER</i>	<i>PL-19301</i>	<i>100 %</i>	<i>8034 Stage Stop RD., Summerset, SD, 57718</i>

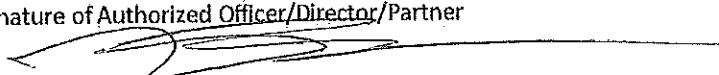
Where and with whom are all company records kept, such as charter, by-laws, minutes, accounts, notes payable, and notes and accounts receivable, etc.?

<i>The Pit Stop General Store LLC.</i>	<i>8034 Stage Stop RD., Summerset, SD. 57718</i> <i>Matt Erdman</i>
--	--

With signature the applicant agrees to the following:

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

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

Signature of Authorized Officer/Director/Partner 	Date <i>2-13-26</i>
---	------------------------

A F F I D A V I T

STATE OF SOUTH DAKOTA)
COUNTY OF Meade) ss

The Pit Stop, LLC, being first duly sworn on oath deposes and says: That on the 13 day of February, 2026 he was the owner of the license/business/stock of The Pit Stop LLC situated on (legal description) Stagestop Sub DC. 140.032 Sec 25, T3N, R6E in the city/county of Summerset/Meade South Dakota and that on the said date he made a transfer/sale of said license operated under an alcoholic beverage license to The Pit Stop General Store LLC of Summerset South Dakota.

Matt Erdman

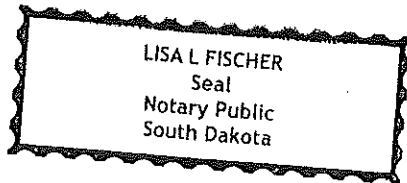
Marlene Kullbom (owner)
(signature)

(signature) (owner)

Subscribed and sworn to before me this 13 day of Feb 2026.

Lisa L. Fischer (Notary Public)
Commission Expires: Aug. 27, 2028

(Notary Seal)



12/1/25

WATER SERVICES AGREEMENT BETWEEN CITY OF SUMMERSET AND BLACK HAWK WATER USERS DISTRICT

This Agreement is made on this ____ day of _____, 2025 by and between the City of Summerset, a South Dakota Municipal Corporation of 7055 Leisure Lane, Summerset, South Dakota 57718 (Summerset or City) and the Black Hawk Water Users District, a South Dakota Water Users District of 5513 Oak Street, Black Hawk, South Dakota 57718 (District), (individually Party and collectively Parties).

RECITALS

WHEREAS Summerset was created as a South Dakota Municipal District in 2005 and encompassed a large area of existing subdivisions and homes and other lands; and

WHEREAS, the District had been duly organized and formed under South Dakota State law SDCL Chapter 46A in 1996 as the successor of Black Hawk Water Company, Inc., a South Dakota nonprofit who had been providing water in the area, which included that area incorporated into Summerset, since 1949; and

WHEREAS, Summerset recognizes the District had existing distribution lines, mainlines and other facilities located in the area that became Summerset and that such infrastructure and facilities existed in public rights of way through permission from Meade County; and

WHEREAS, Summerset has developed and continues to expand its sewer treatment facilities to serve the City of Summerset and areas where Summerset may see growth; and

WHEREAS, the Parties recognize that for the betterment of both organizations and the communities they serve it will be beneficial to have a long term agreement regarding their interrelationships and cooperation.

NOW, therefore, the Parties hereby mutually agree and covenant as follows:

1. **Information Exchange.** Upon request, the District agrees that it will provide information regarding the metered water usage of any household, business or other entity that is or may be connected to the Summerset Sanitary Treatment Plant and Summerset agrees to provide information to the District concerning properties connected to the District water. The Parties mutually agree to provide information to the other needed to properly serve their joint consumers as may be requested. Such information may include but is not limited to whether a property is connected to a service, water usage, billing address and sewer users billing address.

If a party requests information in a format the non-requesting party does not use or keep in the regular course of business and it requires the non-requesting party to incur administrative overhead to prepare information, the requesting party agrees to pay for reasonable administrative overhead for the accumulation of information in the format requested by the requesting party. The City and the District mutually warrant and represent that all information exchanged between the two entities shall be held confidential and used only for City or District purposes.

The Parties recognize that when both are serving the same consumer there can be a need to communicate regarding the service. City may need information from the District regarding water usage or other matters to help with sewer billings and the District may need information from the City to help with water billing service or other matters. Therefore, in addition to either party providing information regarding consumers connected to their respective service upon request, the Parties shall inform the other should a consumer known to be served by the other becomes disconnected from a service or the service is disrupted in such a way that the other party's service may be impacted.

2. **Cooperation on Providing of Services.** The Parties shall reasonably cooperate to facilitate the provisioning of their respective services to individual consumers and in any newly developed areas.

3. **District Working Within City Controlled Right of Ways.** The District has water mains within the City's currently controlled rights of way in various locations throughout the City. In many situations, these water mains pre-existed the creation of the City. The District agrees that for the construction of any water mains, lines or facilities within a City controlled right of way, it will meet the following conditions for work within the right of ways even if the infrastructure existed prior to the establishment of the City.

- a. **Current Water Facilities.** District shall have the right to repair, replace, maintain and do any other work that is reasonably necessary to repair water lines and other water facilities that it currently has within City controlled right of ways. Work within City controlled right of ways will be conducted in a commercially reasonable manner. The City shall receive at least 24 hours' notice before commencement of work except for in cases of an emergency when the notice shall be given as soon as reasonably possible. For larger projects, such as the replacement of a full main or installation of a new main, the District shall advise the City of its plans prior to advertising any construction project and preferably providing a copy of the proposed engineering plans for this construction prior to advertising for bids unless the City has been involved in the project in other ways prior to submitting the project to bid.
- b. **Construction in City Right of Ways or in Areas not yet Served by the District.** To construct in the City right of ways where the District has no existing facilities or water lines, the District shall follow the City's method for approval for utilities installation within right of ways. The City agrees that it will not treat the District any differently than other utilities in requirements for the use of the City controlled right of ways.
- c. **Road Closures.** The Parties acknowledge that at times District work may require the closure of part or all of a right of way. If the District determines that to properly maintain or install a water line or water facilities, the closure of a road in part or in whole will be necessary, the District will coordinate with the City's

public works department to minimize the disruption of traffic and citizens and complete the construction in a commercially reasonable manner.

- d. Obligation to Restore Surfaces. Within City property or rights of way, the District shall be solely responsible for the installation, maintenance and repair of its water mains and other associated infrastructure that is on City property or within Summerset's rights of way. In the event that such installation, maintenance or repair of water infrastructure requires excavation or other disturbance of the surface above and around the location, the District agrees that it shall replace and restore any disturbed surface, including streets, sidewalks, driveways, concrete, asphalt, sod, sprinkler systems, to the same or superior condition. Restoration of fencing, trees, shrubs and other landscaping in the right of way are not required. This provision does not apply to any water service lines to homes or businesses from and including the corporation cock or any other component of a water service that is the responsibility of a particular user and does not prevent the District from pursuing payment from any party that may be liable for damage to the District's facilities.
- e. Construction Within Right of Ways not Controlled by the City. For right of ways controlled by other governmental entities, such as the South Dakota Department of Transportation or Meade County, that happen to lie within the exterior boundaries of the City, the District shall coordinate with the appropriate governmental entity but provide City Hall with notice of the project before actual construction begins.
- f. Private Easements. For work not located in a public right of way and not on City property, if the District has an easement with the landowner the terms of the easement shall apply as to the District's obligations versus the landowner's for restoration of surfaces. For cases where the District's work damages a public sidewalk even though the sidewalk is on private property, the District shall restore the sidewalk at completion of the project if the property owner refuses to do so. This provision will not apply to interior sidewalks of property owners that are not open to the public under State or municipal law.
- g. Future Development Without a Right of Way. The City agrees that should it allow development to occur where no public easement or utility right of way exists causing water mains to be installed under pavement or other surfacing or under City landscaping, and should a main line break occur under these surfaces, that surface restorations for these areas will be the responsibility of the City or landowner.

4. **Future Growth Within Area.** The Parties recognize that continued development pressure is anticipated within the existing Parties respective boundaries and areas surrounding these boundaries. The Parties further recognize that working together and keeping both sides advised of possible development projects involving the other may lead to more efficient service in the future and better development within the area benefitting both the Parties and their

consumers. Therefore, the Parties where possible will cooperate and advise the other of ongoing development projects as set forth below.

- a. Development Within Existing City Boundaries. When developing within the City boundaries, the City shall look to the District for providing water to the development unless another public water system as defined under SDCL 34A-3A-2(8) is already serving the area. The City shall make the District aware of any area being developed where water lines do not exist to ensure the District has capacity within the area and can plan for a service of the area. If the design of additional water mains and sewer lines are necessary for development, the Parties' engineers will coordinate with the developer's engineers to ensure proper avenues are available for installation of both services without interference between the services and, when appropriate, developer payment for the improvements.

As part of the platting process, the City shall undertake requiring in development of new areas an obligation of the developer to ensure the utility corridors are sufficient to serve the area being developed and any area that may lay adjacent or behind the area being developed have future access to utilities by providing throughways for utilities to service undeveloped land.

- b. Areas Outside Existing City Boundaries. The District shall keep the City advised of areas where the District is approached by developers for the purposes of providing water for the development of the land. In situations where that development is within the extraterritorial jurisdiction (ETJ) exercised by the City for platting, the District shall coordinate with the City by providing information regarding the proposed project to ensure proper water service within the development area. In engineering and providing water delivery for the area, District shall consider the possibilities of the development eventually becoming part of the City and how the development of the property may in the future integrate with City infrastructure.

5. District Rates. District shall charge its end user customers located within the boundaries of the City at a rate no higher than similarly situated District customers located outside of the City. Rates for the purposes of this section includes any surcharges placed on customers unless the surcharge is a specific surcharge placed on a defined set of customers or area and are set to recover expenses related to the expansion or buildout of new facilities to serve those customers or area. Rates do not include any connection fees, installation costs or taxes that might result on a customer as a result of that customer being located within a municipal boundary. Charges for water provided to bulk water users or resellers of water shall be set by the District on a case by case basis.

6. Condition of Expanded Water Service.

The District shall continue to provide end use water service to its current customers within the boundaries of the City. The District shall also provide future retail water service to additional users of water in the City whenever the following conditions are met:

- (a) There is sufficient capacity within the main and the District's system to serve the end user, or, to the extent a water user is located in an area where there is not an existing main, the water user or the developer of any new development area agrees to incur the costs of constructing a main and other facilities sufficient in the District's opinion to service that customer; and,
- (b) Extension of the service to the customer will not jeopardize the District's ability to provide service to any of its current existing users.

The District shall have no obligation to provide water service to a territory outside of the District area or to any area within the District wherein the determination is made that the providing of water would be detrimental to the District's existing customers or economically prohibitive.

7. **Potability and Pressure Standards.** The District shall provide water to the users within the City that meets all applicable regulations for safe drinking water, shall be of the same purity and quality as water provided to customers outside of the City and with sufficient pressure to meet all requirements of the South Dakota Department of Agriculture and Natural Resources.

8. **Mutual Cooperation.** The Parties shall reasonably cooperate to facilitate the provision of water service by the District and sewer service by the City to the Parties' respective existing customers and potential future customers located within the City boundaries or the District boundaries.

9. **Development Agreements.** In situations where the City is allowing development to take place outside its boundaries pursuant to its extraterritorial jurisdiction and the District will be providing water to that developer, the District will enter into a developer agreement with the developer for any required service or required water system build out that allows both the City and the District to enforce the obligations of the developer.

10. **Term/ Termination.** This is an Agreement for the provision of a public utility and may only be terminated by mutual consent of the Parties. This Agreement shall remain in full force and effect for a period of forty (40) years from the date of execution.

11. **Implementation.** Each of the Parties shall promptly take such actions as may be necessary or desirable to effectuate and implement this Agreement. This shall include the adoption of regulations, rules or ordinances if determined necessary to fulfill a Party's obligation under this Agreement.

12. **Notices.**

- a. **Written Notices.** Each notice required by or relating to this Agreement shall be in writing and specifically refer to this Agreement and to the issue the notice relates. Any such notice shall be delivered to each notice addressee of the Party receiving the notice by personal delivery (or alternatively, if the address specified for such

notice addressee is an office address, by personal delivery during normal business hours to the person apparently in charge of such addressee's office), or shall be mailed to such addressee by certified mail-return receipt requested or by first class mail, or shall be transmitted to such addressee by email (provided that the notice is mailed the same day by first class mail), at the address stated below. Nothing in this Section shall be deemed to require delivery of a notice to by any particular means, provided that the means used is approved by this Agreement or is approved in writing by the recipient Party.

- b. Changing Notice Address. Each Party may, from time to time and as appropriate, change its notice addresses or add additional addresses for notice by electronic mail or other communications media by providing written notice to the other Party pursuant to this Section setting forth the changes being made.
- c. Effective Date of Notice. Each notice shall be effective upon delivery in person, or two days after mailing by certified mail-return receipt requested or first class mail, or upon email transmission with receipt confirmed, or upon actual receipt without regard to the method of delivery or transmission, whichever occurs first. Any time period specified by this Agreement in connection with a notice requirement shall be determined with respect to the effective date of the notice unless a different intent is clearly stated.
- d. Emergency Notice. The Parties may reasonably shorten the time for any notice required by this Agreement when necessary to deal with a serious emergency situation; provided, however, that an emergency resulting from a failure of such Party to act promptly in response to circumstances clearly requiring attention shall not qualify as an emergency.
- e. Waiver of Notice. The governing body of any Party shall have authority to waive, in writing, any notice that it is entitled to receive under this Agreement.
- f. Notice Addressees and Addresses. The notice addressee(s) for each of the Parties, and their respective addresses for purpose of giving notice pursuant to or in connection with this Agreement, shall be as follows:

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

Black Hawk Water User District:
Manager Black Hawk Water District
5513 Oak Street
PO Box 476
Black Hawk, SD 57718

13. **Waiver.** Except as otherwise specifically provided in this Agreement, any right of a Party pursuant to this Agreement can only be waived in writing. A waiver on one occasion, or in one set of circumstances, shall not be deemed to be a waiver of such right on any other occasion or in any other circumstances.

14. **Mutual Indemnification.** The District shall hold harmless, indemnify and defend the City and its officers, employees and agents from and against any and all claims, causes of action, liability, damages, expenses and costs (including reasonable attorneys' fees) for or in connection with personal injury, death or property damage resulting from or arising out of acts or omissions of the District, its officers, employees, agents, consultants or contractors, or their subcontractors, when such acts or omissions relate to the District's obligations pursuant to this Agreement. The City shall hold harmless, indemnify and defend the District, its officers, employees and agents from and against any and all claims, causes of action, liability, damages, expenses and costs (including reasonable attorneys' fees) for or in connection with personal injury, death or property damage resulting from or arising out of acts or omissions of the City, its officers, employees, agents, consultants or contractors, or their subcontractors, when such acts or omissions relate to the obligations of the City, pursuant to this Agreement.

15. **Severability.** In the event that any provision of this Agreement, or any part thereof, is held or determined by a court or agency of competent jurisdiction to be invalid or unenforceable, the balance of this Agreement shall be deemed to be severable and shall survive.

16. **Interpretation.** This Agreement shall not be deemed to have been drafted by any particular Party so as to be interpreted strictly against such Party. As used in this Agreement, "shall" and "must" are mandatory, "may" and "should" are discretionary. As used in this Agreement, "person" means individual, corporation, partnership or any other recognized entity.

17. **Section and Subsection Titles.** Section and subsection titles in this Agreement are provided for convenience only and shall not be used in interpreting this Agreement.

18. **Successors and Assigns.** This Agreement shall benefit and be binding upon the Parties and their successors and assigns. This Agreement shall not be assigned by any Party without the written consent of the other Party.

19. **Complete Agreement.** This Agreement represents the complete agreement of the Parties and supersedes all agreements, warranties, representations and promises, either written or oral, made during the course of negotiations leading up to this Agreement.

20. **Good Faith and Fair Dealing.** The Parties hereby acknowledge and agree that this Agreement imposes on each of them a duty of good faith and fair dealing.

21. **Enforcement/Remedies.**

- a. **Remedies.** Each Party shall have the right and standing to seek a declaratory judgment in court regarding the proper interpretation of this Agreement or of the rights or obligations of the Parties under the provisions of this Agreement as

stated. Each Party shall have the right and standing to seek any available equitable or legal remedy in court to enforce this Agreement, and/or to seek damages for the breach of this Agreement. No Party, however, shall have the right or standing to use such an action to challenge the validity or enforceability of this Agreement or any of its provisions.

- b. Notice of Breach or Dispute. If a Party believes that any other Party is in breach of this Agreement, or that a dispute exists about the meaning of the Agreement, the aggrieved Party shall promptly give written notice of the breach or dispute to the other Parties, specifying the provision(s) of this Agreement that are involved and the action, inaction, dispute or interpretation that gives rise to the notice. Representatives of the Parties shall meet as promptly as practicable thereafter, and in any event within 30 days after the effective date of the notice, and shall endeavor in good faith to resolve any dispute or other matter amicably. If the initial meeting fails to resolve the dispute or other matter, the Parties shall meet again within 30 days after the first meeting, unless the Parties agree in writing at the first meeting that there is no possibility a second meeting will help resolve the dispute or other matter. After the second meeting or after any agreement not to hold a second meeting, the Parties may pursue remedies in the South Dakota State Circuit Court located in Meade County for breaches of this Agreement provided, however, that the Party allegedly in breach shall not be in breach if such Party cures the alleged breach within 30 days after such notice or commences steps that should reasonably cure the alleged breach within a period of time that is reasonable under the circumstances and diligently pursues such steps to completion, and the completion of such steps does cure the alleged breach.
 - c. Commencement of Civil Actions or Other Proceedings. A Party shall not commence a civil action until after the meeting(s) required by Subsection (b) above except that a Party may commence an action seeking specific performance or injunctive relief prior to that time if, in that Party's good faith judgment, urgent action is necessary to protect the public health, safety or welfare from serious harm.
22. Amendment. This Agreement may be amended or terminated by written agreement duly approved by the governing bodies of the Parties and signed by appropriate and duly authorized officers of such Parties.
23. No Third-Party Beneficiaries and no Waiver of Claims Against Third Parties. This Agreement is intended to benefit only the Parties and their successors and assigns, and nothing in this Agreement shall be interpreted as giving to any person which is not a Party any legal or equitable rights whatsoever. Nothing in this Agreement shall constitute a waiver of either Party of claims that have or may in the future accrue against unrelated third parties.
24. Effective Date. This Agreement shall take effect upon being duly approved and signed by each of the Parties, whichever occurs last.

25. **Approval/Authority.** Each of the Parties hereby represents that this Agreement was duly approved by its governing body on the date stated below in accordance with all applicable state and local laws, and that its governing body has caused its duly authorized officers to execute this Agreement on its behalf on the date stated after each signature below.

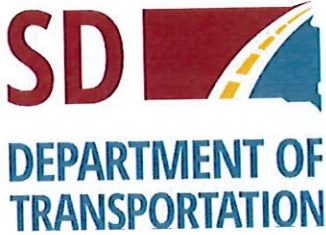
Dated this _____ day of _____, 2025.

CITY OF SUMMERSET
A South Dakota Municipal Corporation

BLACK HAWK WATER USERS
DISTRICT

BY: _____
Its: Mayor

BY: _____
Its: _____



Planning & Engineering
Office of Project Development
700 East Broadway Avenue
Pierre, South Dakota 57501-2586
O: 605.773.3268 | F: 605.773.2614
dot.sd.gov

February 19, 2026

Brielle Schrock
Finance Officer
7055 Leisure Lane
Summerset, SD 57718

Subject: IM-CR-EM 0901(187)44 PCN 034J, Interstate 90 from east of Exit 44 to west of Exit 48 and Exit 46, grading, interchange reconstruction (Exit 46), and PCC surfacing.

Brielle:

Attached are two (2) original revised Joint Powers Maintenance and Encroachment Agreements between the City of Summerset and the Department of Transportation, with Attachment and Exhibit. Please note on Page 9 of the Agreement that there is a request for a copy of the City's Commission or Council minutes, or resolution authorizing the execution of this Agreement by the Mayor.

Once both originals are signed, return them to the address below, along with the meeting minutes. When received, they will be routed for signature, and a contract number will be assigned. Upon completion, one (1) signed copy will be returned for your records.

If you have any questions, please feel free to contact me.

Thank you,

A handwritten signature in black ink that reads 'Jennifer Arpan'.

Jennifer Arpan
Project Development Office
Department of Transportation
700 East Broadway Avenue
Pierre, SD 57501
(605) 773-2402

**STATE OF SOUTH DAKOTA
JOINT POWERS
MAINTENANCE AND ENCROACHMENT AGREEMENT
BETWEEN
DEPARTMENT OF TRANSPORTATION,
CITY OF PIEDMONT AND
CITY OF SUMMERSET**

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

1. JOINT POWERS

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

THE STATE AND CITIES MUTUALLY AGREE TO THE FOLLOWING:

2. TERM

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

3. STATE PROJECT

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

4. CONTRACT PROCUREMENT

- A. The STATE will design, advertise, let to contract, award, and be the contracting party for the STATE PROJECT.
- B. The STATE will, as part of the STATE PROJECT:
 - i. Construct a six-foot (6') wide sidewalk along Sturgis Road from Station 666+00 and ending at Station 677+75.
 - ii. Construct a ten-foot (10') wide shared use path along Elk Creek Road from Station 500+35 to 520+95.
 - iii. The sidewalk and shared used path will be referred to in this agreement as "NON-MOTORIZED FACILITIES."

5. STATE RESPONSIBILITIES

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

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

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

6. CITY OF PIEDMONT RESPONSIBILITIES

As illustrated in **Exhibit A**:

- A. The city of Piedmont will assume ownership and maintenance of Spring Valley Road from the beginning of Piedmont City Limits to Elk Creek Road at Station 712+40, and Elk Creek Road from Station 513+50 to 527+56.
- B. The city of Piedmont will operate and maintain the roadway lighting at the following locations:
 - i. Interstate 90 Exit 46 Westbound On Ramp (Ramp A) within the Piedmont City Limits from I-90 Westbound Station 2060+39 to Station 2073+81.
 - ii. Interstate 90 Exit 46 Eastbound Off Ramp (Ramp D) within the Piedmont City Limits from I-90 Eastbound Station 1063+19 to Station 1074+02.
 - iii. Elk Creek Road at the City limits (Station 513+50) and through the intersection of East Hills View Drive (Station 520+80).
- C. The city of Piedmont will reimburse the STATE the actual cost of installing one (1) eighteen-inch (18") waterline PVC encasement pipe and one (1) twelve-inch (12") sanitary sewer PVC encasement pipe under I90 at the following locations:
 - i. Waterline PVC encasement pipe: I90 eastbound at Station 1015+00 +/- and I90 westbound at Station 2013+70 +/-.
 - ii. Sanitary Sewer PVC encasement pipe: I90 eastbound at Station 1060+20 +/- and I90 westbound at Station 2060+80 +/-.
- D. The estimated cost for the waterline PVC sleeve and sewer line PVC sleeve is Two Hundred Eighty-Eight Thousand Five Hundred-Fifty Dollars (\$288,550.00). The actual costs will be based on final bids and quantities. The city of Piedmont will pay the STATE within thirty days (30) of receipt of billing.

7. CITY OF SUMMERSET RESPONSIBILITIES

- A. The city of Summerset will assume ownership and maintenance on Elk Creek Road from Station 508+65 to Station 513+50.
- B. The city of Summerset will operate and maintain the roadway lighting at the following locations:
 - i. Interstate 90 Exit 46 Westbound Off Ramp (Ramp B) within the Summerset City Limits from I-90 Westbound Station 2103+49 to Station 2119+51;
 - ii. Interstate 90 Exit 46 Eastbound On Ramp (Ramp C) within the Summerset City Limits from I-90 Eastbound Station 1103+69 to Station 1114+50;
 - iii. Elk Creek Road at the intersection of Sturgis Road (Station 500+57) and to the city limits (Station 513+50); and,

- C. The city of Summerset will be responsible for maintenance of the NON-MOTORIZED FACILITIES on Elk Creek Road from the intersection of Sturgis Road (Station 500+35.39) and to the intersection of East Hills View Drive (Station 520+95.68) and on Sturgis Road beginning at Station 666+00 and ending at Station 677+75.

8. RESPONSIBILITIES FOR NON-MOTORIZED FACILITIES

- A. As noted in the sections for 7.C, the city of Summerset will be responsible for the maintenance of the NON-MOTORIZED FACILITIES, which includes, but is not limited to:
- i. Mowing adjacent to the NON-MOTORIZED FACILITIES;
 - ii. Snow and ice removal from the NON-MOTORIZED FACILITIES, including any necessary hauling of snow that has been removed from the NON-MOTORIZED FACILITIES, all in accordance with Summerset's policies and practices;
 - iii. Surface maintenance and replacement of NON-MOTORIZED FACILITIES due to removal of snow with equipment; and,
 - iv. Debris and litter removal.
- B. The STATE will be responsible for the future major improvements to include, but not limited to, rehabilitation or resurfacing from the intersection of Sturgis Road (approximate Station 500+35) to north of the bridge over the railroad (approximate Station 508+90).
- C. The city of Summerset will be solely responsible for any damages to the NON-MOTORIZED FACILITIES, including, but not limited to, damages as a result of traffic accident impact and vandalism.
- D. The city of Summerset will assume all risk of loss or damage to the NON-MOTORIZED FACILITIES, however caused, resulting directly or indirectly, by reasons of the construction, repair, replacement, maintenance, removal, or use of the NON-MOTORIZED FACILITIES, and releases the STATE from any and all liability on account of such loss or damage.
- E. The city of Summerset will be responsible for any injury or property damage suffered by any user of the NON-MOTORIZED FACILITIES traveling through or within the STATE'S right of way.
- F. The STATE may, at any time, revoke this Agreement and notify the city of Summerset that the Summerset must remove or permit the removal of the NON-MOTORIZED FACILITIES from the right-of-way by a date certain. Removal of the NON-MOTORIZED FACILITIES will consist of removing the sidewalk and back-filling the disturbed area to maintain or restore adequate stability. If revocation of this Agreement is due to a proposed change in the highway, the STATE will give Summerset at least ninety (90) days' written notice of the need to remove the NON-MOTORIZED FACILITIES. Upon notification from the STATE that the NON-MOTORIZED FACILITIES must be removed, the Summerset will, at its sole cost and expense, remove the NON-MOTORIZED FACILITIES from the right-of-way no later than the date designated by the STATE. Summerset will not be entitled to any compensation of any kind for removal of the NON-MOTORIZED FACILITIES from the right-of-way. If the CITIES do not remove the NON-MOTORIZED FACILITIES by the designated deadline, the STATE may remove and dispose of the NON-MOTORIZED FACILITIES. The parties agree that removal of the NON-MOTORIZED FACILITIES from the right-of-way may entail removal of those portions of the NON-MOTORIZED FACILITIES which do not occupy the right-of-way. Summerset will hold the STATE, its employees, officers, agents, and contractors, harmless for any damage to the NON-MOTORIZED FACILITIES, including any portion of the NON-MOTORIZED FACILITIES which does not occupy the right-of-way, and for any damage to Summerset's property

9. ENCROACHMENTS

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

- A. All encroachments on or above the right-of-way will be prohibited unless specifically permitted by the STATE.
- B. The use of the right-of-way by owners or lessees of abutting property for the storage of vehicles, placement of portable signs, or other private use will be prohibited. On street parking, outside of the traveled lanes, in the business district between Park Street and Walnut Street in the city of Piedmont will not be considered an encroachment.
- C. Where the highway passes through established business districts and the buildings are at the property line and are continuous or very closely spaced, encroachments overhanging the right-of-way will be prohibited except under the following conditions:
 - i. Awnings, canopies, marquees, and similar installations on buildings will be permitted to remain in place until such time that they become functionally or structurally obsolete, provided that the edge of such encroachment be not less than three feet (3') back from the face of the curb;
 - ii. Advertising or other similar signs which are less than three feet (3') back from the face of the curb and are supported wholly from the front of the building will be permitted to remain in place until such time that they become functionally or structurally obsolete, provided that the bottom of such encroachment be not less than fourteen and a half feet (14.5') above the curb elevation;
 - iii. The replacement of obsolete or the installation of new awnings, canopies, marquees, advertising signs, or similar installations supported wholly from the building will be permitted provided that no part of the encroachment is less than three feet (3') back from the face of the curb and eight feet (8') above the curb elevation; and
 - iv. In the event the encroachments referred to in subparagraphs C. i., ii., and iii., above, by reason of color or placement, obscure or in any way detract from the effectiveness of the highway signs, traffic signals, pedestrian safety, or interfere with the free or safe flow of the traffic, the CITIES will cause the removal of such encroachments or take appropriate measures to improve highway signs or traffic signals and traffic safety.
 - v. The provisions of subparagraphs C. i., ii., iii., and iv., above, do not apply to isolated business or commercial buildings in outlying areas.
 - vi. Where there are encroachments of long standing which will in no way impair the highway operation or interfere with the free and safe flow of traffic and, in the opinion of the STATE, the immediate removal would impose unreasonable hardship, the STATE may, at its discretion, permit the encroachment to remain for a specific period. This permission is subject to revocation or extension at the STATE'S discretion.
- D. On Federal Aid Projects, no encroachments will be permitted except in conformance with 23 CFR 1.23 with the exception as already defined above for the city of Piedmont from Park Street to Walnut Street.

10. UTILITIES

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

11. SPEED LIMITS

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

12. PARKING

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

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

13. ACCESS

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

14. LIGHTING

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

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

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

15. SIGNALS

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

16. GENERAL CITY MAINTENANCE

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

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

17. PAVEMENT MARKING MAINTENANCE

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

- A. Stop and Yield lines;
- B. Crosswalks;
- C. Word message pavement markings, including but not limited to "PED XING," "SCHOOL XING," "LANE," and "RXR";
- D. Parking space markings;
- E. Speed measurement markings;
- F. Curb marking; and,
- G. Accessibility parking space marking.

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

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

18. SIGN MAINTENANCE

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

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

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

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

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

19. STATE REPAIRS – DRIVING SURFACE

The STATE will be responsible for repair of the driving surface for the STATE PROJECT and the remaining state highway system within the CITIES' municipal boundaries. For sections of roadway with curb and gutter on opposite sides of the roadway, the STATE'S responsibility will extend from back of curb to back of curb. For sections of roadway with curb and gutter on only one side of the roadway, the STATE'S responsibility will extend from the back of any existing curb to the edge of the finished roadway.

For sections of roadway with no curb and gutter, the STATE'S responsibility will extend from the edge of the finished roadway to the edge of the finished roadway. Surface repair work to be performed by the STATE will include joint sealing, joint repair, concrete pavement repair, repair of concrete curb and gutter, chip sealing, pothole repair, patching, crack sealing, and shoulder repairs. CITIES will, however, be solely responsible for any work related to or necessitated by the CITIES' installation, repair, or maintenance of utilities.

20. TEMPORARY TRAFFIC CONTROL

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

21. INDEMNIFICATION

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

22. EQUAL EMPLOYMENT OPPORTUNITY

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

23. AMENDMENT

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

24. CERTIFICATION REGARDING LOBBYING

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

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

25. EMPLOYEE STATUS

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

26. CERTIFICATION OF NO PROHIBITED STATE LEGISLATOR INTEREST

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

27. SIGNATURE AUTHORITY

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

SIGNATURE ON FOLLOWING PAGES

By signature of their representatives below, each party certifies that approval of this Agreement by ordinance, resolution, or other appropriate means has been obtained by that party's governing body or officer pursuant to SDCL § 1-24-3 and § 1-24-6.

City of Piedmont, South Dakota

By: _____

Printed Name: _____

Its: Mayor

Date: _____

Attest:

By: _____

Printed Name: _____

City Finance Officer

(CITY SEAL)

By signature of their representatives below, each party certifies that approval of this Agreement by ordinance, resolution, or other appropriate means has been obtained by that party's governing body or officer pursuant to SDCL § 1-24-3 and § 1-24-6.

City of Summerset, South Dakota

By: _____

Printed Name: _____

Its: Mayor

Date: _____

Attest:

By: _____

Printed Name: _____

City Finance Officer

(CITY SEAL)

By signature of their representatives below, each party certifies that approval of this Agreement by ordinance, resolution, or other appropriate means has been obtained by that party's governing body or officer pursuant to SDCL § 1-24-3 and § 1-24-6.

State of South Dakota
Department of Transportation

By: _____

Printed Name: Joel M. Jundt

Its: Department Secretary

Date: _____

Approved as to Form:

By: /s/ Dustin W. DeBoer

Printed Name: Dustin W. DeBoer

Special Assistant Attorney General

Attachment for 6.D.

Water And Sewer Casings Under I90 and Sturgis Rd					
Item	Description	Quantity	Unit	Unit Price	Total
1	Furnish and Install 12" PVC Casing pipe	355	LF	\$ 180.00	\$ 63,900.00
2	Furnish and Install 12" Cap	2	EA	\$ 700.00	\$ 1,400.00
3	Furnish and Install 12" PVC Casing via Auger Bore and Jack	65	LF	\$ 1,320.00	\$ 85,800.00
4	Furnish and Install 18" PVC Casing Pipe	630	LF	\$ 215.00	\$ 135,450.00
5	Furnish and Install 18" Cap	2	EA	\$ 1,000.00	\$ 2,000.00
TOTAL					\$ 288,550.00
This opinion of cost only covers casing pipes and does not include cost of the water or sewer mains.					

EXHIBIT A

STATE OF MISSISSIPPI	PROJECT IM 0901(187)44	TOTAL SHEETS 3
Posting Date: 2/5/2026		SHEET 1

- LEGEND**
- City of Piedmont Owned/Maintained Roadway
 - City of Piedmont Maintained Lighting
 - City of Summerset Owned & Maintained Roadway
 - City of Summerset Maintained Lighting
 - City of Summerset Maintained Shared Use Path
 - City of Summerset Maintained Sidewalk
 - State Owned & Maintained Roadway

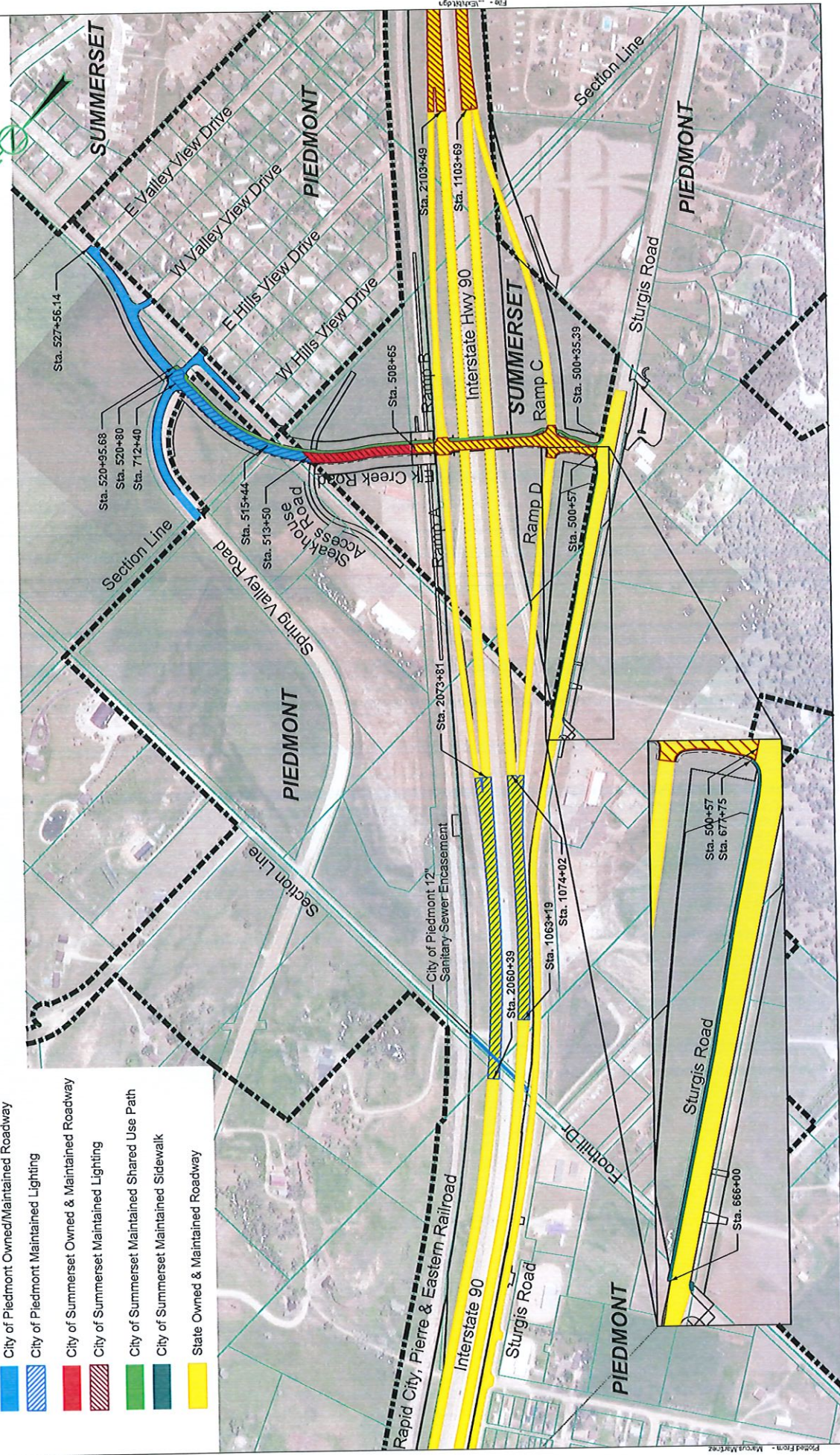









EXHIBIT A

STATE OF DAKOTA	PROJECT IM 0901(187)44	SHEET 2	TOTAL SHEETS 3
Plotting Date: 2/2/2025			

LEGEND

-  City of Piedmont Owned/Maintained Roadway
-  City of Piedmont Maintained Lighting
-  City of Summerset Owned & Maintained Roadway
-  City of Summerset Maintained Lighting
-  City of Summerset Maintained Shared Use Path
-  City of Summerset Maintained Sidewalk
-  State Owned & Maintained Roadway

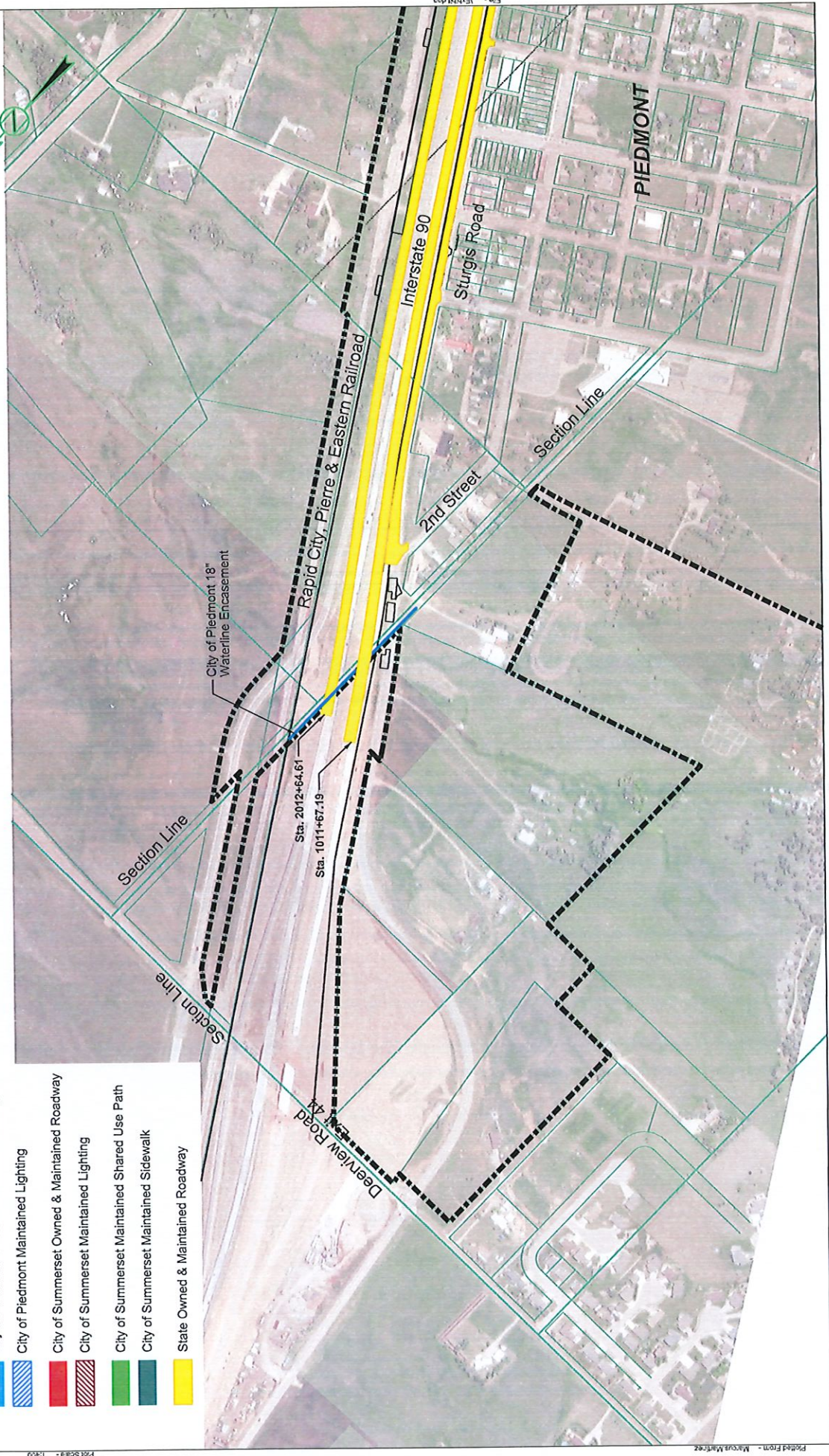
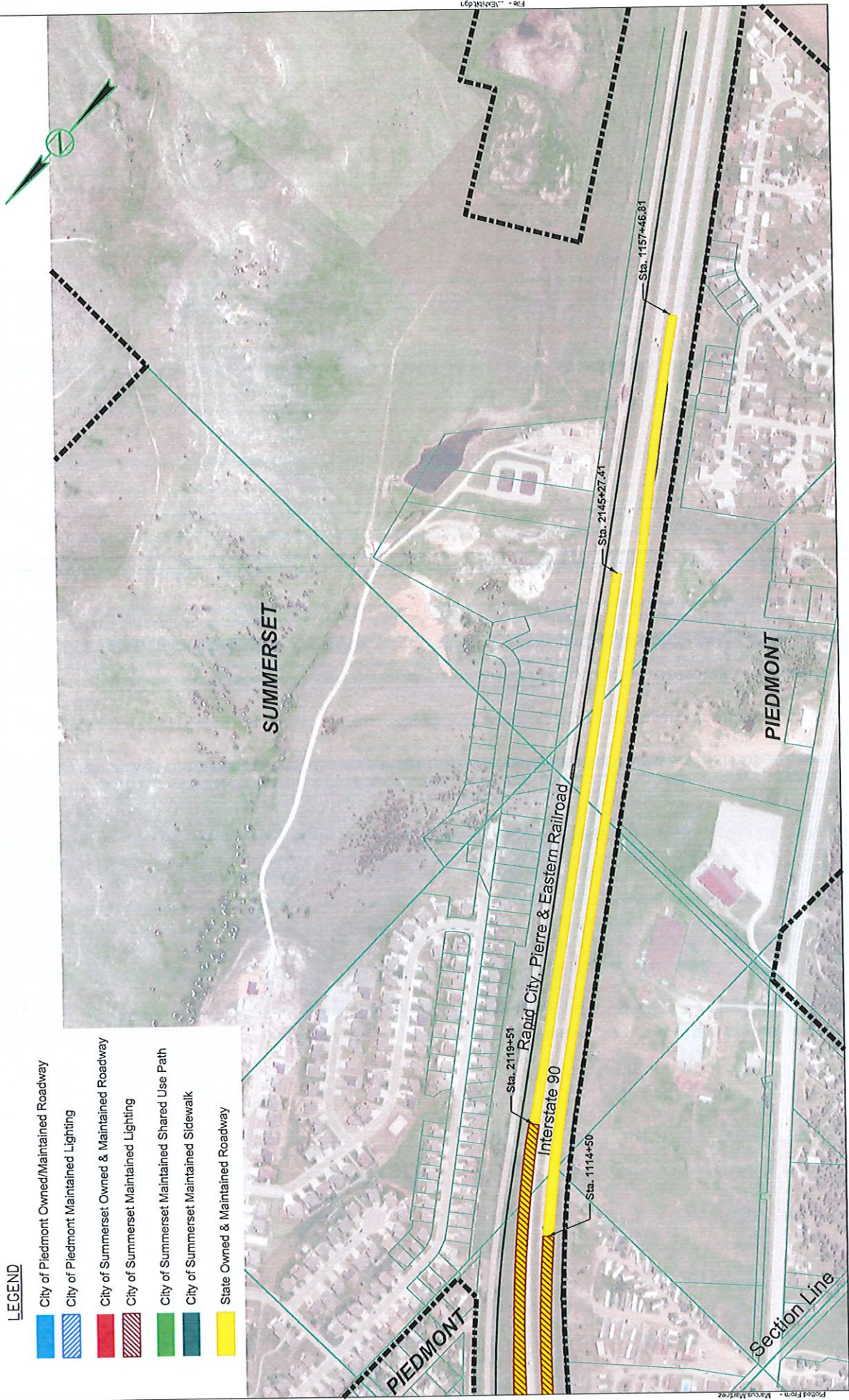


EXHIBIT A

STATE OF SOUTH DAKOTA	PROJECT	TOTAL SHEETS
Paving Date: 2/5/2025	IM 0901(187)44	3
		3

- LEGEND**
-  City of Piedmont Owned/Maintained Roadway
 -  City of Piedmont Maintained Lighting
 -  City of Summerset Owned & Maintained Roadway
 -  City of Summerset Maintained Lighting
 -  City of Summerset Maintained Shared Use Path
 -  City of Summerset Maintained Sidewalk
 -  State Owned & Maintained Roadway





February 4, 2026

City Commissioners and Management
City of Summerset, South Dakota
7055 Leisure Lane
Summerset, South Dakota 57718

The following represents our understanding of the services we will provide the City of Summerset, South Dakota (the City).

You have requested that we audit the modified cash basis financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City, as of December 31, 2025, and for the year then ended and the related notes, which collectively comprise the City's basic financial statements as listed in the table of contents. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

The objectives of our audit are to obtain reasonable assurance about whether the modified cash basis financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and, if applicable, in accordance with *Government Auditing Standards*, and/or any state or regulatory audit requirements will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Supplementary information will accompany the City's basic financial statements. As part of our engagement, we will apply certain limited procedures to the supplementary information (SI) in accordance with GAAS. These limited procedures consist primarily of inquiries of management regarding their methods of measurement and presentation and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on SI. This SI will be subjected to certain limited procedures but will not be audited:

- 1) Budgetary Comparison Schedule
- 2) Schedule of the City's Proportionate Share of the Net Pension Liability (Asset)
- 3) Schedule of Pension Contributions
- 4) Notes to the Supplementary Information

Also, the document we submit to you will include the following other information that will not be subjected to the auditing procedures applied in our audit of the basic financial statements:

- 1) List of City Officials

Auditor Responsibilities

We will conduct our audit in accordance with GAAS and, if applicable, in accordance with *Government Auditing Standards*, and/or any state or regulatory audit requirements. As part of an audit in accordance with GAAS and, if applicable, in accordance with *Government Auditing Standards*, and/or any state or regulatory audit requirements, we exercise professional judgment and maintain professional skepticism throughout the audit.

We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of controls.
- Obtain an understanding of the system of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and, if applicable, in accordance with *Government Auditing Standards*, and/or any state or regulatory audit requirements.

We have not concluded the planning stage of our audit. We believe the following significant risks identified in the prior period are still relevant. However, modifications may be made.

- Management override of controls
- Improper revenue recognition
- Segregation of duties
- Recording activities in the correct funds
- Reconciliation of accounts
- New Tax Increment District
- Reliance on the City's auditor to prepare the financial statements

Our responsibility as auditor is limited to the period covered by our audit and does not extend to any other periods.

Compliance with Laws and Regulations

As previously discussed, as part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of the City's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Management Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

- a. For the preparation and fair presentation of the basic financial statements in accordance with the modified cash basis of accounting;
- b. For the design, implementation, and maintenance of the system of internal control relevant to the preparation and fair presentation of basic financial statements that are free from material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements; and
- c. To provide us with:
 - i. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the basic financial statements such as records, documentation, and other matters;
 - ii. Additional information that we may request from management for the purpose of the audit;
 - iii. Unrestricted access to persons within the City and others from whom we determine it necessary to obtain audit evidence.
- d. For including the auditor's report in any document containing basic financial statements that indicates that such basic financial statements have been audited by us;
- e. For identifying and ensuring that the City complies with the laws and regulations applicable to its activities;
- f. For adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the basic financial statements as a whole; and
- g. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
- h. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
- i. For informing us of any known or suspected fraud affecting the City involving management, employees with significant roles in the system of internal control, and others where fraud could have a material effect on the financials; and
- j. For the accuracy and completeness of all information provided.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited basic financial statements, or if the supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

Nonattest Services

With respect to any nonattest services we perform, we will:

- Prepare the year-end financial statements and related notes of the City in conformity with the modified cash basis of accounting based on information provided by management. The financial statements and related notes will be reviewed and approved by management.
- Propose adjusting or correcting journal entries to be reviewed and approved by the City's management.
- Consult management on the implementation of new accounting standards, if applicable.

We will not assume management responsibilities on behalf of the City. However, we will provide advice and recommendations to assist management of the City in performing its responsibilities.

The City's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) designing, implementing, and maintaining the system of internal control, including the process used to monitor the system of internal control.

Our responsibilities and limitations of the nonattest services are as follows:

- We will perform the services in accordance with applicable professional standards, including the *Code of Professional Conduct* issued by the AICPA.
- The nonattest services are limited to the services previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries.

Reporting

We will issue a written report upon completion of our audit of the City's basic financial statements. Our report will be addressed to the City Commission of the City. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report or, if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance will not be an objective of the audit and, therefore, no such opinion will be expressed.

Other

We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

We will not undertake any accounting services (including but not limited to the reconciliation of accounts and preparation of requested schedules) without obtaining approval through a written change order or additional engagement letter for such additional work.

If you intend to publish or otherwise reproduce the basic financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible for maintaining such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

Provisions of Engagement Administration, Timing, and Fees

In connection with this engagement, we may communicate with you or others via personal fax or email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for the interception or unintentional disclosure or communication of email transmissions, or for the unauthorized use or failed delivery of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

It is our policy to keep electronic records related to this engagement for seven years. Casey Peterson, LTD does not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. It is your responsibility to retain and protect your records (which includes any work product we provide to you as well as any records we return) for possible future use, including potential examination by any government or regulatory agencies. Casey Peterson, LTD does not accept responsibility for hosting client information. Therefore, you have the sole responsibility for ensuring you retain and maintain in your possession all your financial and non-financial information, data, and records. By your signature below, you acknowledge and agree that upon the expiration of the seven-year period, Casey Peterson, LTD shall be free to destroy our records related to this engagement.

We may, from time to time, depending on the circumstances and nature of the services we are providing, share your confidential information with third-party service providers, some of whom may be cloud-based, but we remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality terms with all service providers to maintain the confidentiality of your information and will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. If we are unable to secure appropriate confidentiality terms with a third-party service provider, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Although we will use our best efforts to make the sharing of your confidential information with such third parties secure from unauthorized access, no completely secure system for electronic data transfer exists. As such, by your signature below, you understand that the firm makes no warranty, expressed or implied, on the security of electronic data transfers.

The timing of our audit will be scheduled for performance and completion as follows:

	Begin	Complete
Mail confirmations	February 2026	February 2026
Document the system of internal control and preliminary tests	April 2026	April 2026
Perform year-end audit procedures	April 2026	April 2026
Issue audit report	July 2026	July 2026

The above timeline is an estimate based on the scheduling of fieldwork and on management providing the information required to complete our procedures. Should there be delays in obtaining information, the timeline is subject to change.

Devin Pfaff, CPA is the engagement partner for the audit services specified in this letter. His responsibilities include supervising Casey Peterson, LTD's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

We estimate that our fees for these services will be \$22,650 for the audit of the basic financial statements and \$5,150 for the preparation of the financial statements and related notes. You will be billed \$1,700 for an additional review of the financial statements to be performed by an independent staff member within our firm. This additional review is now required due to more stringent independence standards over nonaudit services. Any nonattest services we provide will be billed to you at our standard hourly rates which depend on the level of professionals assigned to the work and the complexity of the work being performed. You will also be billed for travel and other out-of-pocket costs such as report production, word processing, postage, etc. Casey Peterson, LTD will provide you with a digital copy of your reports and up to 3 printed copies. You will be billed \$15 for each additional printed copy. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Invoices for these fees may be rendered as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination. The City further acknowledges and agrees that in the event we stop work or withdraw from this engagement as a result of the City's failure to pay on a timely basis for services rendered as required by this engagement letter, we shall not be liable for any damages that occur as a result of our ceasing to render services.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

At the conclusion of our audit engagement, we will communicate to the City Commissioners the following significant findings from the audit:

- Our view about the qualitative aspects of the City's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed or the subject of correspondence with management.

The audit documentation for this engagement is the property of Casey Peterson, LTD and constitutes confidential information. However, we may be requested to make certain audit documentation available to a regulator or its designee pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Casey Peterson, LTD's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the regulator or its designee. The regulator may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

You agree to release, indemnify, defend, and hold us harmless from any liability or costs, including attorney's fees, resulting from management's knowing misrepresentations to us or resulting from any actions against us by third parties relying on the financial statements described herein, except for our own intentional wrongdoing.

If any dispute arises among the parties hereto, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its applicable rules for resolving professional accounting and related services disputes. The costs of any mediation proceedings shall be shared equally by all parties.

The City and Casey Peterson, LTD both agree that any dispute over fees charged by Casey Peterson, LTD to the City will be submitted for resolution by arbitration in accordance with the American Arbitration Association's applicable rules for resolving professional accounting and related services disputes, except that under all circumstances the arbitrator must follow the laws of the State of South Dakota. Such arbitration shall be binding and final. In agreeing to arbitration, we both acknowledge that in the event of a dispute over fees, each of us is giving up the right to have the dispute decided in a court of law before a judge or jury and, instead, we are accepting the use of arbitration for resolution. The prevailing party shall be entitled to an award of reasonable attorneys' fees and costs incurred in connection with the arbitration of the dispute in an amount to be determined by the arbitrator.

You may request that we provide you with a copy of our most recent external peer review and any subsequent reports received during the contract period.

This agreement does not anticipate the need for a single audit in accordance with the Uniform Guidance based on the spending of federal grant dollars in excess of \$1,000,000. Should the City need a single audit, a new engagement letter will be issued and this engagement letter will be void.

Please sign and return this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the basic financial statements including our respective responsibilities.

We appreciate the opportunity to be your certified public accountants and look forward to working with you and your staff.

Respectfully,

Casey Peterson, LTD

Casey Peterson, LTD
Rapid City, South Dakota

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of the City of Summerset, South Dakota by:

Signature _____

Title (Management Representative) _____

Date _____

Signature _____

Title (Board Representative) _____

Date _____



SOUTH DAKOTA
DEPARTMENT
OF PUBLIC SAFETY

prevention — protection — enforcement
EMERGENCY MANAGEMENT

03/02/2026

City of Summerset
Lisa Schieffer, City Administrator
7055 Leisure Lane
Summerset, SD 57718

Re: Hazard Mitigation Grant Program (HMGP) Award – 4718-HM-07R

Dear Ms. Schieffer:

A grant award has been approved through the Hazard Mitigation Grant Program Grant. This award is to City of Summerset to acquire and install generators for lift stations. The federal share will not exceed \$148,316.40 and Sub-recipient Management Costs of \$6,000.00. Your entity has been awarded a 10% state share for \$19,775.52. Should the total eligible project cost be less than \$197,755.20, the respective federal, state, and sub-applicant share will be reduced accordingly. **Please sign and return the Sub-Recipient Agreement and the Environmental Report to the Office of Emergency Management.**

Ensure all environmental/historical preservation requirements are complied with in the execution of this project per the enclosed FEMA Environmental Report. Any deviation from the original scope of work will require a written request for a change of scope. This request will identify the proposed change of scope and address any adjustments of the total project cost and/or work schedule. Work cannot progress with regard to the request for change of scope until authorization has been received from the state to proceed.

A quarterly report must be submitted by the **15th of April** and then quarterly thereafter until the project has been completed. Quarterly reports are due the 15th of January, April, July, and October. **Please review paragraph 31 for further details.** Should you have any questions, please contact me at (605) 773-3231.

Respectfully,

Jim Poppen
Mitigation Branch Chief/State Hazard Mitigation Officer

CC:

File
Sean Henderson, Meade County EM
Brandy Petersen, Regional Coordinator

**STATE OF SOUTH DAKOTA
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF EMERGENCY MANAGEMENT**

**Sub-Recipient Agreement
Between**

City of Summerset
7055 Leisure Lane
Summerset, SD 57718

State of South Dakota
Department of Public Safety
Office of Emergency Management
118 W. Capitol Ave.
Pierre SD 57501

Referred to as Sub-Recipient

Referred to as State

The State and Sub-Recipient hereby enter into this agreement (the "Agreement" hereinafter) for a grant award of Federal financial assistance to Sub-Recipient.

A. REQUIRED AUDIT PROVISIONS FOR GRANT AWARDS

1. FEDERAL AWARD IDENTIFICATION:

Information for the Federal Award Identification, as described in 2 CFR 200.332(b) is included in Exhibit A and, is incorporated herein. In the event of a change in the award or funding source, the information inserted below or included in Exhibit A may change. Sub-Recipient's consent shall not be required for the change in award or funding source and the change shall not be subject to the requirements for an amendment to this Agreement. In the event of a change, the State will provide updated information at least annually.

2. PERIOD OF PERFORMANCE OF THIS AGREEMENT:

This agreement shall be effective as indicated in Exhibit A.

3. SCOPE OF WORK AND PERFORMANCE PROVISIONS:

A. The Sub-Recipient will undertake and complete the work or performance as follows: to acquire and install generators for lift stations

4. BASIS FOR SUBAWARD AMOUNTS:

This grant is made for the purpose of DR-4718-HMGP and the amounts are indicated in Exhibit A.

5. RISK ASSESSMENTS, MONITORING AND REMEDIES:

Risk assessments will be ongoing throughout the project period. Sub-Recipient agrees to allow the State to monitor Sub-Recipient to ensure compliance with program requirements, to identify any deficiencies in the administration and performance of the award and to facilitate the same. At the discretion of the State, monitoring may include but is not limited to the following: On-site visits, follow-up, document and/or desk reviews, third-party evaluations, virtual monitoring, technical assistance and informal monitoring such as email and telephone interviews. As appropriate, the cooperative audit resolution process may be applied.

Sub-Recipient agrees to comply with ongoing risk assessments, to facilitate the monitoring process, and further, Sub-Recipient understands and agrees that the requirements and conditions under the grant award may change as a result of the risk assessment/monitoring process.

The State shall evaluate each subrecipient's fraud risk and risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring.

In the event of noncompliance or failure to perform under the grant award, the State has the authority to apply remedies, including but not limited to: temporary withholding payments, disallowances, suspension or termination of the federal award, suspension of other federal awards received by Sub-Recipient, debarment, or other remedies including civil and/or criminal penalties as appropriate.

6. RETENTION AND INSPECTION OF RECORDS:

The Sub-Recipient agrees to maintain or supervise the maintenance of records necessary for the proper and efficient operation of the program, including records and documents regarding applications, determination of eligibility (when applicable), the provision of services, administrative costs, and statistical, fiscal, and other information records necessary for reporting and accountability required by the State. The Sub-Recipient shall retain such records for a period of three years after the date of the submission of the final expenditure report. Records for real property and equipment must be retained for 3 years after final disposition.

If any litigation, claim, or audit is started before the expiration of the three-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. The three-year retention period may be extended upon written notice by the State. Records for real property and equipment acquired with Federal funds must be retained for three years after final disposition. When records are transferred to or maintained by the Federal awarding agency or the State, the three-year retention requirement is not applicable to the Sub-Recipient. In the event Sub-Recipient must report program income after the period of performance, the retention period for the records pertaining to the earning of the program income starts from the end of Sub-Recipient's fiscal year in which the program income is earned. In the event the documents and their supporting records consist of indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable, the following applies: (1) If submitted for negotiation - If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the State) to form the basis for negotiation of the rate, then the three-year retention period for its supporting records starts from the date of such submission. (2) If not submitted for negotiation - If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the State) for negotiation purposes, then the three-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the Sub-Recipient's fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

The State, through any authorized representative, shall have access to and the right to examine and copy all records, books, papers or documents related to services rendered under this Agreement and shall have access to personnel of the Sub-Recipient for purposes of interview and discussion related to the records, books, papers and documents. State Proprietary Information, which shall include all information disclosed to the Sub-Recipient by the State, shall be retained in Sub-Recipient's secondary and backup systems and shall remain fully subject to the obligations of confidentiality stated herein until such information is erased or destroyed in accordance with Sub-Recipient's established record retention policies.

All payments to the Sub-Recipient by the State are subject to site review and audit as prescribed and carried out by the State. Any over payment under this Agreement shall be returned to the State within thirty days after written notification to the Sub-Recipient.

7. AUDIT REQUIREMENTS:

If Sub-Recipient expends \$1,000,000 or more in federal awards during the Sub-Recipient's fiscal year, (\$750,000 for fiscal years on or before September 30, 2024), the Sub-Recipient must have an audit conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, by an auditor approved by the Auditor General to perform the audit. On continuing audit engagements, the Auditor General's approval should be obtained annually. Approval of an auditor must be obtained by forwarding a copy of the audit engagement letter to:

Department of Legislative Audit
A-133 Coordinator
427 South Chapelle
% 500 East Capitol
Pierre, SD 57501-5070

If the Sub-Recipient expends less than \$1,000,000 during any Sub-Recipient fiscal year, the State may perform a more limited program or performance audit related to the completion of the Agreement objects, the eligibility of services or costs, and adherence to Agreement provisions.

Audits shall be completed and filed with the Department of Legislative Audit by the end of the 9th month following end of the fiscal year being audited.

For either an entity-wide, independent financial audit or an audit under 2 CFR Part 200 Subpart F, the Sub-Recipient shall resolve all interim audit findings to the satisfaction of the auditor. The Sub-Recipient shall facilitate and aid any such reviews, examinations, agreed upon procedures etc., the State or its contractor(s) may perform.

Failure to complete audit(s) as required, including resolving interim audit findings, will result in the disallowance of audit costs as direct or indirect charges to programs. Additionally, a percentage of awards may be withheld, overhead costs may be disallowed, and/or awards may be suspended, until the audit is completely resolved.

The Sub-Recipient shall be responsible for payment of any and all audit exceptions which are identified by the State. The State may conduct an agreed upon procedures engagement as an audit strategy. The Sub-Recipient may be responsible for payment of any and all questioned costs, as defined in 2 C.F.R. 200.84, at the discretion of the State.

Notwithstanding any other condition of the Agreement, the cooperative audit resolution process applies, as appropriate. The books and records of the Sub-Recipient must be made available if needed and upon request at the Sub-Recipient's regular place of business for audit by personnel authorized by the State. The State and/or federal agency has the right to return to audit the program during performance under the grant or after close-out, and at any time during the record retention period, and to conduct recovery audits including the recovery of funds, as appropriate.

If applicable, Sub-Recipient agrees to comply in full with the administrative requirements and cost principles as outlined in OMB uniform administrative requirements, cost principles, and audit requirements for federal awards – 2CFR Part 200 (Uniform Administrative Requirements).

8. SUB-RECIPIENT ATTESTATION:

By signing this Agreement, Sub-Recipient attests to the following requirements as set forth in SDCL § 1-56-10:

(A) A conflict of interest policy is enforced within the recipient's or sub-recipient's organization;

(B) The Internal Revenue Service Form 990 has been filed, if applicable, in compliance with federal law, and is displayed immediately after filing on the recipient's or sub-recipient's website;

(C) An effective internal control system is employed by the recipient's or sub-recipient's organization;
and

(D) If applicable, the recipient or sub-recipient is in compliance with the federal Single Audit Act, in compliance with § 4-11-2.1, and audits are displayed on the recipient's or sub-recipient's website.

Sub-Recipient certifies that its internal control system includes cybersecurity and other measures to safeguard information.

Sub-Recipient certifies that it will take reasonable cybersecurity and other measures to safeguard information including protected personally identifiable information (PII) and other types of information.

Whenever applying for funds, requesting payment, and submitting financial reports, Sub-Recipient asserts the following:

I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812.

Sub-Recipient further represents that any and all concerns or issues it had in complying with the foregoing attestations were provided to the State and resolved to their satisfaction prior to signing this Agreement.

If Sub-recipient is a non-state agency they agree to disclose to the State, in writing, any conflict of interest that exist under the Sub-recipient's conflict of interest policy. The State will publicly post any disclosed conflicts of interest along with the corresponding grant agreement on the OpenSD website.

In the event of a significant change in the conflict of interest policy, sub-recipient agrees to provide immediate notice of such change to the State, and provide a copy of the new conflict of interest policy. Sub-recipient understands that any change in the conflict of interest policy may result in a change in their monitoring or other performance requirements under the grant and expressly agrees to comply with those changes and to facilitate any additional monitoring as required by the State.

9. CLOSEOUT:

Sub-grant closeout will be completed upon verification of final reimbursement between the State and sub-recipient. The State will prepare the closeout documents consisting of: 1-Request to close the grant, 2-Final Mitigation Project Work Schedule and Performance Report, 3-Written justification all environmental Conditions were met. The State will provide the completed documents to the sub-recipient for review for accuracy or corrections and upon verification of accuracy documents, sub-recipient will sign and return to the State. This will complete the sub-recipient closeout requirements.

B. STANDARD CLAUSES

10. ASSURANCE REQUIREMENTS:

The Sub-Recipient agrees to abide by all applicable provisions of the following: Byrd Anti Lobbying Amendment (31 USC 1352), Debarment and Suspension (Executive Orders 12549 and 12689 and 2 C.F.R. 180), Drug-Free Workplace, Executive Order 11246 Equal Employment Opportunity as amended by Executive Order 11375 and implementing regulations at 41 C.F.R. part 60, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Drug Abuse Office and Treatment Act of 1972, Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Age Discrimination Act of 1975, Americans with Disabilities Act of 1990, Pro-Children Act of 1994, Hatch Act, Health Insurance Portability and Accountability Act (HIPAA) of 1996 as amended, Clean Air Act, Federal Water Pollution Control Act, Charitable Choice Provisions and Regulations, Equal Treatment for Faith-Based Religions at Title 28 Code of Federal Regulations Part 38, the Violence Against Women Reauthorization Act of 2013 and American Recovery and Reinvestment Act of 2009, as applicable; and any other nondiscrimination provision in the specific statute(s) under which application for Federal assistance is being made; and the requirements of any other nondiscrimination statute(s) which may apply to the award; and any additional provision found in Exhibit C.

11. SUB-RECIPIENT IDENTIFICATION:

Upon execution of this Agreement, Sub-Recipient will provide the State with Sub-Recipient's Employer Identification Number, Federal Tax Identification Number or Social Security Number.

12. USE OF EQUIPMENT, SUPPLIES AND FACILITIES:

Sub-Recipient will not use State equipment, supplies or facilities.

13. THIRD PARTY BENEFICIARIES:

This Agreement is intended to govern only the rights and interests of the parties named herein. It is not intended to create, does not and may not be relied upon to create, any rights, substantive or procedural, enforceable at law by any third party in any matters, civil or criminal.

14. COST PRINCIPLES:

Sub-Recipient agrees to comply in full with the administrative requirements and cost principles as outlined in OMB uniform administrative requirements, cost principles, and audit requirements for federal awards – 2CFR Part 200 (Uniform Administrative Requirements).

15. TERMINATION:

This Agreement may be terminated by either party hereto upon thirty (30) days written notice. In the event the Sub-Recipient breaches any of the terms or conditions hereof, this agreement may be terminated by the State for cause at any time, with or without notice. Upon termination of this agreement, all accounts and payments shall be processed according to financial arrangements set forth herein for services rendered to date of termination. Any terms of this Agreement that would, by their nature or through the express terms of this Agreement, survive the expiration or termination of this Agreement shall so survive including but not limited to the indemnification, controlling law and venue, and sovereign immunity provisions.

16. FUNDING:

This Sub-Recipient Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of the law or federal funds reduction, this Agreement will be terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.

17. ASSIGNMENT AND AMENDMENT:

This Agreement may not be assigned, nor the funds given to a new or additional subrecipient, without the express written consent of the State. This agreement may not be amended except in writing, which writing shall be expressly identified as part hereof, and be signed by an authorized representative of each of the parties hereto. Any assignees, subrecipients, or successors in interest must agree to be bound by all terms contained within this agreement and shall be bound hereby to all these terms.

18. CONTROLLING LAW AND VENUE:

This Sub-Recipient Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota, exclusive of its choice of law principals. Federal law, administrative rules, and grant guidelines control the use and administration of federal grants. Venue for any lawsuit pertaining to or affecting this Agreement shall be in the Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

19. MERGER:

All other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.

20. SEVERABILITY:

In the event that any provision of this Agreement shall be held unenforceable or invalid by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement, which shall remain in full force and effect.

21. NOTICE:

Any notice or other communication required under this Agreement shall be in writing.

22. SUBCONTRACTORS/SUB-SUB-RECIPIENTS:

The Sub-Recipient may use contractors to perform work under this Agreement as set forth in Section C. The Sub-Recipient may not sub-grant funds under this Agreement without the previous written approval of the State.

The Sub-Recipient will include provisions in its contracts for this project (or sub-grants if approved) requiring its contractors and sub-recipients to comply with the applicable provisions of this Agreement, to indemnify the State, and to provide insurance coverage for the benefit of the State in a manner consistent with this Agreement. The Sub-Recipient will cause its contractors, sub-recipients, agents, and employees to comply with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance. The State, at its option, may require the vetting of any contractors and/or sub-recipients. The Sub-Recipient is required to assist in this process as needed.

23. CONFLICT OF INTEREST:

Sub-Recipient agrees to establish safeguards to prohibit any employee or other person from using their position for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain as contemplated by SDCL 5-18A-17 through 5-18A-17.6. Any potential conflict of interest must be disclosed in writing and approved, in writing, by the State. In the event of a conflict of interest, the Sub-Recipient expressly agrees to be bound by the conflict of interest resolution process set forth in SDCL § 5-18A-17 through 5-18A-17.6.

24. TERMS:

By accepting this Agreement, the Sub-Recipient assumes certain administrative and financial responsibilities. Failure to adhere to these responsibilities without prior written approval by the State shall be a violation of the terms of this Agreement, and the Agreement shall be subject to termination. Termination of this Agreement for any reason by either party does not relieve the Sub-Recipient of its responsibilities under this Agreement as to funds already paid.

The indemnification provision of this Agreement survives termination. If the Sub-Recipient fails to complete the project within the timelines of this Agreement, the Sub-Recipient may submit a written request for an extension. If no request for an extension is received, and the term of this Agreement expires, the funds awarded under this Agreement will automatically de-obligate and be available to other sub-recipients. The term of this Agreement does not include processing time allowed for final bills, but all work must be completed within the term unless an extension is requested and approved in writing.

25. CERTIFICATIONS:

a. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION:

Sub-Recipient certifies, by signing this Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or any state or local government department or agency. Sub-Recipient further agrees that it will immediately notify the State if during the term of this Agreement it or its principals become subject to debarment, suspension or ineligibility from participating in transactions by the federal government, or by any state or local government department or agency.

b. COMPLIANCE WITH EXECUTIVE ORDER 2020-01

By entering into this Agreement, Sub-Recipient certifies and agrees that it has not refused to transact business activities, it has not terminated business activities, and it has not taken other similar actions intended to limit its commercial relations, related to the subject matter of this Agreement, with a person or entity that is either the State of Israel, or a company doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel to do business, or doing business in the State of Israel, with the specific intent to accomplish a boycott or divestment of Israel in a discriminatory manner. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to terminate this Agreement. Sub-Recipient further agrees to provide immediate written notice to the State if during the term of this Agreement it no longer complies with this certification, and agrees such noncompliance may be grounds for termination of this Agreement.

c. COMPLIANCE WITH EXECUTIVE ORDER 2023-02:

Sub-Recipient certifies and agrees that the following information is correct:

In preparing its response or offer or in considering proposals submitted from qualified, potential vendors, suppliers, and subcontractors, or in the solicitation, selection, or commercial treatment of any vendor, supplier, or subcontractor, Sub-Recipient is not an entity, regardless of its principal place of business, that is ultimately owned or controlled, directly or indirectly, by a foreign national, a foreign parent entity, or foreign government from China, Iran, North Korea, Russia, Cuba, or Venezuela, as defined by South Dakota Executive Order 2023-02.

Sub-Recipient further agrees that, if this certification is false, such false certification will constitute grounds for the State to terminate this Agreement. Sub-Recipient further agrees to provide immediate written notice to the State if during the term of this Agreement it no longer complies with this certification and agrees such noncompliance may be grounds for termination of this Agreement.

d. CERTIFICATION OF NO STATE LEGISLATOR INTEREST:

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

e. COMPLIANCE WITH SDCL CH. 5-18A:

Sub-Recipient certifies and agrees that the following information is correct:

The bidder or offeror is not an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly-owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates, of those entities or business associations, regardless of their principal place of business, which is ultimately owned or controlled, directly or indirectly, by a foreign parent entity from, or the government of, the People's Republic of China, the Republic of Cuba, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Russian Federation, or the Bolivarian Republic of Venezuela.

It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the purchasing agency to reject the bid or response submitted by the bidder or offeror on this project and terminate any contract awarded based on the bid or response, and further would be cause to suspend and debar a business under SDCL § 5-18D-12.

The successful bidder or offeror further agrees to provide immediate written notice to the purchasing agency if during the term of the contract it no longer complies with this certification and agrees such noncompliance may be grounds for contract termination and would be cause to suspend and debar a business under SDCL § 5-18D-12.

26. INDEMNIFICATION:

Sub-Recipient agrees to indemnify the State of South Dakota, its officers, agents, and employees, from and against all claims or proceedings for actions, suits, damages, liabilities, other losses or equitable relief that may arise at least in part as a result of an act or omission in performing services under this Agreement. Sub-Recipient shall defend the State of South Dakota, its officers, agents, and employees against any claim, including any claim, action, suit, or other proceeding related to the claim. Sub-Recipient's obligation to indemnify includes the payment of attorney fees and other costs of defense. In defending the State of South Dakota, its officers, agents, and employees, Sub-Recipient shall engage other professionals, subject to the written approval of the State which shall not be unreasonably withheld. Notwithstanding the foregoing, the State may, in its sole discretion and at the expense of Sub-Recipient, engage attorneys and other professionals to defend the State of South Dakota, its officers, agents, and employees, or to assist Sub-Recipient in the defense.

This section does not require Sub-Recipient to be responsible for or defend against claims or proceedings for damages, liabilities, losses or equitable relief arising solely from errors or omissions of the State, its officers, agents or employees.

27. SOVEREIGN IMMUNITY

Nothing in this Agreement is intended to constitute a waiver of sovereign immunity by or on behalf of the State of South Dakota, its agencies, officers or employees.

28. HEADINGS:

The headings in this Agreement are for convenience and reference only and shall not govern, limit, modify or in any manner affect the scope, meaning, or intent of the provisions of this Agreement.

C. AGENCY OR GRANT SPECIFIC CLAUSES

29. CHANGES IN SCOPE OF WORK:

All conditions stated in the project's environmental document must be followed. This project cannot be changed or altered in any way without written authorization from the state and FEMA. A change in scope is any change from the description of the project as approved. Examples include increasing the number of structures, adding new structures in an acquisition, and changes to engineering design. Proposed changes must be formally submitted to the state for review. The applicant must obtain approval from the State and FEMA before proceeding with any changes to the project or federal funding will be jeopardized. Changes may require additional environmental review.

30. REIMBURSEMENTS:

The federal share will not exceed \$148,316.40. Should the total eligible project cost be less than \$197,755.20, the respective federal and sub-applicant share will be reduced accordingly. All reimbursements will be made to maintain the original grant cost share.

31. REPORTING REQUIREMENTS:

The Sub-Recipient shall submit quarterly reports that include a comparison of actual accomplishments to the approved activity objectives, percentage completed to date, and summary of the financial activity for the reporting quarter and include planned activity for the next quarter. The reports shall be submitted within 15 days

of the end of the quarter. The quarters will end on December 30, March 30, June 30, and September 30. Failure to submit quarterly reports may result in termination of this grant agreement.

32. FEDERAL REGULATIONS:

The Sub-Recipient shall comply with Unified Hazard Mitigation Assistance Grant Program Guidance, 2 CFR Part 225, The Robert T. Stafford Relief and Emergency Assistance Act, as amended, 42 U.S.C. 5121-5206 (Stafford Act), Title 44 of the Code of Federal Regulations (CFR), and 31 CFR 205.6.

33. DOMESTIC PREFERENCES FOR PROCUREMENT:

In accordance with 2 CFR 200.322, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or material produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

34. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

2 CFR 200.216 prohibits state and non-state entities from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system as identified in Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200.

35. RECORD OF ENVIRONMENT CONSIDERATION:

Sub-Recipient will read and comply with the Record of Environmental Consideration (REC), which is attached as Exhibit B.

D. AUTHORIZED SIGNATURES

In witness hereto, the parties signify their agreement by affixing their signatures hereto.

_____ Sub-Recipient Signature	_____ Date
_____ State - SD Office of Emergency Management Hazard Mitigation Grant Program Administrator	_____ Date
_____ State - Director of SD Office of Emergency Management	_____ Date

Exhibit A

FEDERAL AWARD IDENTIFICATION

- a. Sub-recipient's name (which must match the name associated with its Unique Entity Identifier (SAM)) number:
City of Summerset
- b. Sub-Recipient's unique entity identifier Unique Entity Identifier (SAM) number: X5BWCAJGRK98
- c. Federal Award Identification Number (FAIN): 4718-HM-07R
- d. Federal Award Date: 03/02/2026
- e. Sub-award Period of Performance: 07/06/2023 - 07/06/2028
- f. Amount provided by State/Grantor: \$174,091.92 (Project \$168,091.92 & SRMC \$6,000.00)
- g. Amount matched by Sub-Recipient: \$29,663.28
- h. Total Grant Amount: \$203,755.20 (Project \$197,755.20 & SRMC \$6,000.00)
- i. Amount of federal funds obligated to the Sub-Recipient by this agreement: \$154,316.40 (Project \$148,316.40 & SRMC \$6,000.00)
- j. Total amount of federal funds obligated to the Sub-Recipient: \$154,316.40 (Project \$148,316.40 & SRMC \$6,000.00)
- k. Total amount of the federal award committed to the Sub-Recipient: \$154,316.40 (Project \$148,316.40 & SRMC \$6,000.00)
- l. The federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA), is as follows: to acquire and install generators for lift stations
- m. Name of Federal awarding agency: Federal Emergency Management Agency (FEMA)
Pass-through entity: South Dakota Office of Emergency Management
Contact information for awarding official of the Pass-through entity: 118 W. Capitol Ave., Pierre, SD 57501-2479
ATTN: SHMO 605-773-3231
- n. CFDA No(s) and Name(s): 97.039 - Hazard Mitigation Grant Program
- o. Is the grant award for research and development (R&D)? YES ___ NO XX
- p. Indirect Cost Rate for federal award: N/A

Exhibit B

FEDERAL EMERGENCY MANAGEMENT AGENCY

REC-01

03/26/2025

16:15:05

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project ID: HMGP-4718-0007-SD (R) (1)

Title: City of Summerset, Generators for Lift Stations, Meade County

NEPA DETERMINATION

Non Compliant Flag: No
EA Draft Date:
EA Final Date:
EA Public Notice Date:
EA Fonsi Date:
Level: CATEX
EIS Notice of Intent Date:
EIS ROD Date:

Comments: This project is for the acquisition of two backup generators (Natural Gas, 95KW, 277/480 V, 3 PH) for two wastewater lift stations in Summerset, SD: Leisure Lane Lift Station and Sun Valley Lift Station. The Applicant reports the project locations are on previously disturbed and level ground. Both locations include the removal of the current natural gas-powered generator, installation of a new 3-phase natural gas-powered generator on the existing concrete pad, and replacement of existing ATS with new ATS.

The Sun Valley lift station is already fitted with 3-phase power, will not need to be upgraded, and thus no trenching is involved for the installation. The Leisure Lane lift station includes the removal of roughly 175 feet excavated from the Leisure Lane location to the current transformer with an estimated size of 18 W x 54 D to install a new electrical feed to the transformer. Additionally, roughly 50 feet of trench will be dug at approximately 18 W x 36 D to feed power from the new transformer to the existing lift station. Work includes installing conduits, transformer pad, secondary transition cabinet & base, secondary conductor, and meter pedestal.

See project conditions.
- kowens17 - 03/24/2025 16:18:05 GMT

CATEX CATEGORIES

Catex Category Code	Description	Selected
*n7	(*n7) Federal Assistance for Structure and Facility Upgrades. Federal assistance for the reconstruction, elevation, retrofitting, upgrading to current codes and standards, and improvements of pre-existing facilities in existing developed areas with substantially completed infrastructure, when the immediate project area has already been disturbed, and when those actions do not alter basic functions, do not exceed capacity of other system components, or modify intended land use. This category does not include actions within or affecting streams or stream banks or actions seaward of the limit of moderate wave action (or V zone when the limit of moderate wave action has not been identified).	Yes
*n18	(*n18) Federal Assistance for Construction or Installation of Structures, Facilities, or Equipment to Ensure Continuity of Operations. Federal assistance for the construction or installation of measures for the purpose of ensuring the continuity of operations during incidents such as emergencies, disasters, flooding, and power outages involving less than one acre of ground disturbance. Examples include the installation of generators, installation of storage tanks of up to 10,000 gallons, installation of pumps, construction of structures to house emergency equipment, and utility line installation. This CATEX covers associated ground disturbing activities, such as trenching, excavation, and vegetation removal of less than one acre, as well as modification of existing structures.	
e1	(e1) Construction, installation, operation, maintenance, and removal of utility and communication systems (such as mobile antennas, data processing cable, and similar electronic equipment) that use existing rights-of-way, easements, utility distribution systems, and/or facilities. This is limited to activities with towers where the resulting total height does not exceed 200 feet and where the FCC would not require an EA or EIS for the acquisition, installation, operation or maintenance.	

EXTRAORDINARY CIRCUMSTANCES

16:15:05

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project ID: HMGP-4718-0007-SD (R) (1)

Title: City of Summerset, Generators for Lift Stations, Meade County

Extraordinary Circumstance Code	Description	Selected ?
	No Extraordinary Circumstances were selected	

ENVIRONMENTAL LAW / EXECUTIVE ORDER

Environmental Law/ Executive Order	Status	Description	Comments
Clean Air Act (CAA)	Completed	Project will not result in permanent air emissions - Review concluded	
Coastal Barrier Resources Act (CBRA)	Completed	Project is not on or connected to CBRA Unit or otherwise protected area - Review concluded	
Clean Water Act (CWA)	Completed	Project would not affect any water of the U.S. - Review concluded	
Coastal Zone Management Act (CZMA)	Completed	Project is not located in a coastal zone area and does not affect a coastal zone area - Review concluded	
Executive Order 11988 - Floodplains	Completed	No effect on floodplain/flood levels and project outside floodplain - Review concluded	The project is located in Zone X Area of Minimal Flood Hazard per FIRM panel numbers 46093C1787F (effective 9/16/2011) and 46093C1776F (effective 9/16/2011). The project does not have potential to impact floodplain function or resources. No further floodplain review is required under the 8-step process. - kowens17 - 03/24/2025 16:29:23 GMT
Executive Order 11990 - Wetlands	Completed	No effects on wetlands and project outside wetlands - Review concluded	Based on the National Wetlands Mapper database, the project areas are not within mapped wetlands. Construction activities will not result in permanent adverse impacts to wetlands based on the project scope of work. No further wetland review is required under the 8-step process. See project conditions. - kowens17 - 03/24/2025 16:29:53 GMT
Endangered Species Act (ESA)	Completed	Listed species and/or designated critical habitat present in areas affected directly or indirectly by the federal action	Determination based on 3/17/2025 review of USFWS site at: https://ecos.fws.gov/ipac/ ; threatened and endangered species and/or critical habitat are listed within the identified project area, but the type of activity proposed has been determined to have no effect. - kowens17 - 03/24/2025 16:22:06 GMT
	Completed	No effect to species or designated critical habitat (See comments for justification) - Review concluded	
Farmland Protection Policy Act (FPPA)	Completed	Project does not affect designated prime or unique farmland - Review concluded	
Fish and Wildlife Coordination Act (FWCA)	Completed	Project does not affect, control, or modify a waterway/body of water - Review concluded	

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project ID: HMGP-4718-0007-SD (R) (1)

Title: City of Summerset, Generators for Lift Stations, Meade County

Environmental Law/ Executive Order	Status	Description	Comments
Migratory Bird Treaty Act (MBTA)	Completed	Project located within a flyway zone	
	Completed	Project does not have potential to take migratory birds - Review concluded	
Magnuson-Stevens Fishery Conservation and Management Act (MSA)	Completed	Project not located in or near Essential Fish Habitat - Review concluded	
National Historic Preservation Act (NHPA)	Completed	Applicable executed Programmatic Agreement. Activity meets Programmatic Allowance (enter date and # in comments) - Review concluded	The scope of work has been reviewed and meets the criteria of the July 29, 2021 FEMA, SDOEM, SD SHPO Programmatic Agreement, Appendix B: Programmatic Allowances. Project fits Allowances Tier II.D.1.c. (service line in slit trenches for new service in previously disturbed soil), and Tier II.D.2.a (installation of generator in previously disturbed soils). Allowance use approved by SOL-qualified historic architect, Margaret Hansen. See project conditions. - kowens17 - 03/24/2025 16:20:34 GMT
State Air Quality Laws	Completed	Review concluded	See project conditions. - kowens17 - 03/24/2025 16:24:37 GMT
State Hazardous Materials and Solid Waste Laws	Completed	Review concluded	See project conditions. - kowens17 - 03/24/2025 16:25:40 GMT
State Water and Soil Laws	Completed	Review concluded	See project conditions. - kowens17 - 03/24/2025 16:27:49 GMT
Wild and Scenic Rivers Act (WSR)	Completed	Project is not along and does not affect Wild and Scenic River - Review concluded	

CONDITIONS

Special Conditions required on implementation of Projects:

1. If wetlands will be impacted, the Applicant is responsible for any coordination and/or wetlands mitigation with the USACE.
2. In order to minimize impacts to nearby riparian areas, appropriate erosion and sediment control measures must be installed to control the discharge of pollutants from the construction site. Any impacts to jurisdictional waters of the US must be mitigated based on the terms and conditions of a Section 404 CWA permit.

Source of condition: Executive Order 11990 - Wetlands

Monitoring Required: No

1. All work, including project staging, must be confined to the previously disturbed road and/or existing utility right-of-way.
2. If cultural materials are inadvertently discovered during construction, the applicant must cease activity and contact FEMA and the SD SHPO immediately.
3. Fill materials (soil, boulders, and/or riprap, etc.) must be obtained on-site from within the project APE or from previously approved sources (SD State Licensed Pits, existing commercial sources, existing contractor or County Stockpiles); otherwise, additional coordination with FEMA and the South Dakota SHPO will be required to obtain necessary approvals.

Source of condition: National Historic Preservation Act (NHPA)

Monitoring Required: No

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project ID: HMGP-4718-0007-SD (R) (1)

Title: City of Summerset, Generators for Lift Stations, Meade County

The applicant is responsible for following the SD air quality regulations regarding EPA certified systems for new electrical generators. Contact SD DANR's Air Quality Program in Pierre at 605-773-3151 for more information on how to comply with the air quality requirements.

Source of condition: State Air Quality Laws

Monitoring Required: No

- 1. All solid and hazardous waste materials (asbestos containing material, lead-based paint and/or other hazardous materials or debris) must be disposed of, managed, and transported in accordance with the South Dakota regulations. Contact SD DANR at 605.773.3296 for more information.
2. All waste material associated with the project must not be placed in identified floodway or wetland areas, and must be disposed of properly.
3. In the unlikely event a spill or leak would occur from the equipment within the project area, construction activities must cease, and SD DANR must be contacted regarding the appropriate procedure for handling any contaminated soils or water.
4. If contamination is encountered or created during construction activities, the Applicant or its designated representative must report the contamination to SD DANR at 605.773.3296. Any contaminated soil encountered or created must be temporarily stockpiled and sampled to determine disposal requirements.

Source of condition: State Hazardous Materials and Solid Waste Laws

Monitoring Required: No

- 1. Any construction activity that disturbs one or more acre(s) of soil will require a storm water permit. For more information or to obtain a storm water permit, please contact SD DANR at 1-800-SD-Storm.
2. Best Management Practices (BMPs) for sediment and erosion control must be incorporated into the planning, design, and construction of the project.
3. A Surface Water Discharge Permit may be required if any construction dewatering should occur as a result of this project.

Source of condition: State Water and Soil Laws

Monitoring Required: No

- 1. The project sponsor must obtain and comply with all applicable permit and approvals required by federal, state, tribal and local regulatory agencies.
2. Standard best management practices for equipment maintenance, noise and dust abatement, worker protection, traffic control, fire safety, transportation of hazardous and contaminated materials, etc. must be implemented during project activities in accordance with the requirements of local, state, and federal regulations and guidelines.

Source of condition: NEPA Determination

Monitoring Required: No

Standard Conditions:

Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.

This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

I have read and understand the environmental conditions of this project. If any questions arise from this project, we will contact the Office of Emergency Management.

Sub-Recipient Signature

Date

EXHIBIT B

PARKS AND RECREATION

§ 31.080 CITY PARKS AND RECREATION BOARD ESTABLISHED.

There is hereby created for the City of Summerset a City Parks and Recreation Board consisting of five members and one alternate from the City of Summerset located within Meade County, South Dakota. The Board of Commissioners may by resolution increase the size of the City Parks and Recreation Board to seven members if the Board of Commissioners determines that a seven-member board is appropriate.

(Ord. passed 7-31-2019; Ord. 2022-11, passed 12-19-2022; Ord. 2025-03, passed 5-15-2025)

§ 31.081 DEFINITIONS.

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

MOTOR VEHICLE. Any automobile, motor truck, motorcycle, house trailer, trailer, moped, ATV, UTV and any vehicle propelled by the power other than muscular.

PARK TREES. Any trees, shrubs, bushes and all other woody vegetation in any public park or in any area owned by the city, subject to the sight distance requirements herein after set forth.

PEST. Any organism, insect, rodent, fungus, virus, bacteria, or other agent that causes damage, abnormal growth, or mortality of any shrub, bush or other woody vegetation.

PROPERTY LINE. The property as platted.

PUBLIC RIGHT-OF-WAY. The entire area between property boundaries which is owned by a government, dedicated to public use, or designated as and publicly maintained, in whole or in part, for such use. **RIGHT-OF-WAY** includes without limitation the public street, shoulder, gutter, curb, sidewalk, sidewalk area, parking or parking strip, and any other public way.

TOPPING. The severe cutting back of limbs to stubs larger than six inches in diameter within the tree's crown to such a degree so as to remove the normal canopy and disfigure the tree.

(Ord. passed 7-31-2019)

§ 31.082 CITY PARKS AND RECREATION BOARD MEMBER APPOINTMENT.

All members of the Summerset Parks and Recreation Board shall be volunteers appointed by the City of Summerset Board of Commissioners upon the submission of applications in proper form approved by the Board of Commissioners. The terms of the members shall be three years. If a member resigns or is removed prior to the end of a term, the Board of Commissioners may appoint a replacement member to fulfill the remainder of that term. Terms shall begin on July 1 and terminate three years later on June 30. A person may be reappointed to multiple terms. The City Parks and Recreation Board members shall serve without compensation. In addition to the members of the City Parks and Recreation Board, one member of the Board of Commissioners will be appointed by the Board of Commissioners as liaison to the City Parks and Recreation Board. The appointed Commissioner shall have the right to participate in all discussions but shall only have the right to vote on actions to break a tie.

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

§ 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 or designee from the Parks and Recreation Board'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; Ord. 2024-11, passed 9-19-2024)

§ 31.084 MEETINGS.

The City Parks and Recreation Board shall determine the time of its regular meetings and the number, and the City Parks and Recreation Board may hold as many special meetings as it deems proper. At least one-half of the number of Board seats of the City Parks and Recreation Board shall constitute quorum for the transaction of City Parks and Recreation business. An affirmative vote of at least one half of the number of Board positions shall be necessary to authorize any action of the City Parks and Recreation Board. The appointed Board of Commissioners liaison shall not be counted in determining whether a quorum exists. All officers of the City Parks and Recreation Board shall vote on all matters along with other members of the City Parks and Recreation Board. The City Parks and Recreation Board may set the procedures for its meeting and allow park volunteers and others as it sees fit to participate in the meetings. The City Parks and Recreation office shall be located in the Summerset Municipal Building.

(Ord. passed 7-31-2019)

§ 31.085 POWERS AND DUTIES.

The City Parks and Recreation Board shall have all the combined powers and duties that the City Parks and Recreation Board would have separately as provided by the statutes of the State of South Dakota and acts amendatory thereto. The City Parks and Recreation Board shall maintain a five-year plan for possible park projects and improvements to guide the city in development and maintenance of the park properties. The City Parks and Recreation Board may work with nonprofits and other organizations to aid in the improvement to the parks but when doing so will ensure the nonprofit or other entities are not acting on behalf of the city.

(A) The City Parks and Recreation Board shall be under the control and supervision of the Summerset Board of Commissioners and any city funds to be expended for the management or supervision and improvement of the city parks shall be spent only upon the recommendation of the City Parks and Recreation Board as set forth in resolution or minutes of the City Parks and Recreation Board and approval of the Summerset Board of Commissioners. All vouchers submitted for expenditures by the City Parks and Recreation Board at regular or special meetings and then marked approved by the Secretary of the City Parks and Recreation Board and then submitted to the Board of Commissioners of the City of Summerset for its approval or rejection. The City Parks and Recreation Board shall provide funds for its operation and may seek funds through solicitation of donations, by seeking grants, by holding fundraising events, and by other means approved by the City Parks and Recreation Board.

(B) It shall be the duty of the Chairperson of the City Parks and Recreation Board to preside at all meetings of the City Parks and Recreation Board. It shall be the duty of the City Parks and Recreation Board to report to the City of Summerset Board of Commissioners of all actions taken by the City Park Board. Each year, the City Parks and Recreation Board shall present to the City of Summerset Board of Commissioners a budget for the recommended and estimated expenditures for the operation and improvement of the city parks system for the following calendar year.

(C) The City of Summerset Board of Commissioners may, from time to time, prescribe any rules, regulations, and responsibilities of the said City Parks and Recreation Board either by amendment to the title or by resolution. The City Parks and Recreation Board will not enter into any agreement with another municipal organization without the approval of the City of Summerset Board of Commissioners. All existing bylaws and policies and procedures of the City Parks and Recreation Board shall remain in effect until the appointed City of Summerset Board of Commissioners direct otherwise.

(Ord. passed 7-31-2019)

§ 31.086 PARK CLOSURE.

(A) The City of Summerset Board of Commissioners at its discretion may, from time to time, close any or all of the city parks in the City of Summerset to any use or activity whatsoever and prohibit any persons except those authorized by the City of Summerset Board of Commissioners to enter the city parks area. In the event that the City of Summerset Board of Commissioners desires to close any part of the city parks area, it shall pass a resolution specifying the city parks area as being closed and the times it shall be closed.

(B) No person shall enter any city parks area that has been closed by the City of Summerset Board of Commissioners as authorized by this chapter.

(Ord. passed 7-31-2019)

§ 31.087 RULES.

(A) The city parks shall be open to the public from 6:00 a.m. to 10:00 p.m. each day except for extension granted for special events. Any exceptions for special events must be approved by the Park Board and the Summerset Board of Commissioners. Special events include, but are not limited to, weddings, fourth of July events, anniversary parties, and family reunions.

(B) Any pet within the city parks shall be on a leash no longer than 10 feet. Any person or persons bringing a pet within any city parks shall clean up after the pet. No horses or livestock shall be allowed within any city parks except as authorized by the Board of Commissioners for special events.

(C) No fireworks shall be allowed within any city parks except as authorized by the Board of Commissioners.

(D) Any wildlife and/or vegetation, living or dead, located within any city parks shall not be disturbed by any person or any person's pet. All wildlife and vegetation shall be left where found unless removal or alteration has been approved by the City Parks and Recreation Board by established rules or resolution.

(E) No motorized vehicles allowed in the city parks unless authorized by the City Parks and Recreation Board and approved by the Board of Commissioners. City maintenance vehicles are exempt in the performance of their duties.

(F) There will be no open fires in the city parks except the use of the designated grills. No exceptions shall be allowed unless approved by the Board of Commissioners.

(G) There will be no overnight camping in the city parks. Exception may be granted by the Park Board with the approval by the Board of Commissioners.

(H) There will be no alcohol allowed in the city parks unless authorized as a special event by the City Parks and Recreation Board, approved by the Board of Commissioners and provided in compliance with city ordinance and state law.

(Ord. passed 7-31-2019)

§ 31.088 PENALTY.

Any violation of the provisions of this chapter is a Class II misdemeanor punishable by the maximum punishment set forth by the laws of the state of South Dakota pursuant to SDCL 22-6-2. Said punishment may

also include payment of any costs and/or restitution authorized by this subchapter and/or state law. See § 10.99.

(Ord. passed 7-31-2019)

§ 31.089 APPEAL PROCESS.

Any person aggrieved by a decision made under this subchapter shall be entitled to have said decision reviewed by the City Parks and Recreation Board, who rendered the decision. If after review, the person is unsatisfied, he or she may appeal the decision to the Board of Commissioners. The process shall be as follows:

(A) An aggrieved person shall first file a written request for review with the Board of Commissioner's representative rendering the decision setting forth the basis for which he or she believes the decision to be in error. The writing shall also include the person's name and mailing address.

(B) Upon receipt of a written request for review, the Board of Commissioner representative shall review his or her decision and mail a written response to the aggrieved person within 20 days.

(C) If the aggrieved is not satisfied with the decision of the Board of Commissioner's representative following review, he or she may file a notice of appeal with the Finance Officer. There shall be a \$25.00 fee assessed for filing an appeal, which shall be paid to the Finance Office at the time of filing the notice of appeal.

(D) Upon receipt of a notice of appeal, the Finance Officer shall notify the Board of Commissioners and a public meeting shall be held within 30 days after the date of the appeal was filed. The Board of Commissioners shall provide notice to the person specifying the time, date, and location of the hearing.

(E) The Board of Commissioners may notify the aggrieved person of its decision following the hearing, however, the Board of Commissioners shall issue a written decision to the person within 20 days of the hearing. The Board of Commissioners may affirm or reverse the decision of the City Parks and Recreation Board.

(Ord. passed 7-31-2019)