

**SUMMERSET CITY COMMISSION
SPECIAL MEETING – LOCAL BOARD OF EQUALIZATION
SUMMERSET MUNICIPAL BUILDING
7055 LEISURE LANE
MONDAY, MARCH 16, 2026 6:00 P.M.**

Mayor Kitzmiller called the Special Meeting of the Local Board of Equalization to order at 6:00 p.m. Commissioners Pulscher, Markham, Kitzmiller and Osten were present, Commissioner Hirsch was absent. The City Administrator Lisa Schieffer, Finance Officer Lisa Fischer, and Meade 46-1 School Board member Justin Jutting were also present.

PLEDGE OF ALLEGIANCE: Mayor Kitzmiller led in the Pledge of Allegiance.

INVOCATION: Commissioner Osten gave the invocation.

CALL FOR CHANGES: Motion by Pulscher, second by Osten, to approve the agenda for the Local Board of Equalization for March 16th, 2026. Motion carried.

LOCAL BOARD OF EQUALIZATION: Motion by Osten, second by Markham to go into the Local Board of Equalization. Motion carried.

Mayor Kitzmiller stated that the Notice of Meeting of the Local Review Board per SDCL 10-11-13 was published in the newspaper on February 24th, 2026, and March 3rd, 2026.

OATH OF OFFICE: Mayor Kitzmiller stated that all Board members present had signed their Oath as a member of the Board of Equalization per SDCL 10-11-25.

REVIEW OF SUMMERSET 2025 VALUES AND SUMMERSET MOBILE HOME VALUES
City Administrator Lisa Schieffer spoke regarding the total assessed valuation of Summerset for year 2026 in the amount of \$402,477,861 and mobile homes in the amount of \$3,694,593. Schieffer went over the values from the previous year (2025) versus the current year showing the increase in assessed valuation. Schieffer also explained to the Board their role as the Local Board of Equalization.

APPEALS:

Cathy J. Danley- 10324 Willmington Drive, Summerset SD, Parcel #0C.50.19.19
Meade County Equalization Office recommended land value to stay the same at \$39,600 and the home value from \$345,928 to \$298,577.

Motion by Markham, second by Pulscher to accept the recommendation. Motion carried.

CITIZENS INPUT: No citizen input.

ADJOURNMENT

There being no further business to be brought before the Summerset Equalization Local Review Board, motion by Markham, second by Osten to adjourn at 6:07 p.m. Motion carried.

(SEAL)

ATTEST:

Lisa Fischer
Finance Officer

Michael Kitzmiller
Mayor

Published once _____ at a cost of \$ _____.

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

Mayor Kitzmiller called the regular meeting to order at 6:06 p.m. Commissioners Osten, Hirsch, Markham, and Pulscher were present. The City Administrator, City Finance Officer and City Attorney were also present.

Mayor Kitzmiller led in the Pledge of Allegiance.

Commissioner Osten gave the invocation.

Call for Changes

There were no declarations of conflict of interest.

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

Citizen Input

There was no citizen input.

Consent Calendar

Approval of the Minutes

Motion by Osten, second by Hirsch to approve the minutes of the regular meeting held on March 5th, 2026, as presented or amended. Motion carried.

Approval of Claims

Motion by Hirsch, second by Pulscher to approve the claims to the amount of \$32,038.55 from March 5th, 2026, to March 18th, 2026. Motion carried.

AT&T Mobility \$120.00; Black Hawk Water \$43.00; Butler Machinery \$1,683.24; CBH CO-OP \$1,737.82; Central Lake Armor Express \$1,003.00; City of Rapid City \$5,131.17; Creative Memories \$42.60; Dakota Pump \$14.21; Diamond Water \$37.38; DOT Marketing \$1,350.00; Evergreen Office \$594.14; Golden West \$4,243.93; Hawkins Inc. \$152.75; HDR Engineering \$2,901.25; Hills Septic Service \$6,594.0; MDU \$1,818.89; Meade County Auditor \$2,450.66; Meade County Register of Deeds \$90.00; Midcontinent Testing \$185.50; SD Department of Revenue \$1,531.18; SD One Call \$13.65; Towey Design Group \$75.00; Water tree \$225.38;

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

Bur Oaks LLC – David Rath Preliminary/Final Plat – Resolution 2026-03

Motion by Hirsch, second by Osten to open discussion. Motion carried. City Administrator, Lisa Schieffer explained that this was 40 acres and would be divided into two 20-acre sections. She stated that they had spoken with Tonya Vig, Meade County Planning Director, and they agreed upon a notation being made on the plat asking for geo-testing to be done before anything is built. All other reviews had been addressed, and therefore they could do a preliminary/final plat.

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

Motion by Markham, second by Osten to approve Resolution 2026-03 Bur Oaks LLC, David Rath Preliminary/Final Plat. Motion carried.

First Reading of Ordinance 2026-01 (155.005 Regulations/155.009 Definitions) Mining Operations

Motion by Pulscher, second by Hirsch to open discussion. Motion carried. Attorney Mike Wheeler read what the definitions were and stated the amendment to the Definitions of this Ordinance. There was public comment from Chris Greenberg of Piedmont saying that he supports the City of Summerset in being proactive with the Mining Ordinance. There was also public comment from William Waggoner regarding the Supremacy Clause and Compliance Cap, and also SDCL 11-4-3.1, for temporary zoning measures.

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

Motion by Osten, second by Markham to approve the First Reading of Ordinance 2026-01 (155.005 Regulations/155.009 Definitions) Mining Operations with Amendments. Motion carried.

Motion by Markham, second by Hirsch to set the second reading for April 2nd, 2026. Motion carried.

Discussion on Draft Ordinance 2026-02 Parks and Recreation Board

Motion by Osten, second by Pulscher to open discussion. Motion carried. City Administrator, Lisa Schieffer stated that at the last meeting it was discussed as to whether to have a Parks and Recreation Board or bring it back to the Commissioners. She went through the Ordinance and stated which items would need to be repealed, and which ones would have some language changes.

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

Motion by Pulscher, second by Markham to set the first reading of Ordinance 2026-02 Parks and Recreation Board for April 16th, 2026 @ 6:00 p. m. Motion carried.

Media Policy/City of Summerset Handbook Section 2.20 Blogging & Social Networking

Motion by Osten, second by Pulscher to open discussion. Motion carried. City Administrator, Lisa Schieffer explained that there was some language in this policy that needed to be cleaned up. Schieffer also went over the social networking policy that is in the employee handbook.

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

Motion by Markham, second by Osten to approve the Media Policy change. Motion carried.

Change Order No. 2 – Reed Bed Project

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

Anthony Kayl, Public Works Director, spoke regarding why the change order was needed. Kayl explained that there was quite a difference with the current Reed Bed, and trying to get everything lined up with the expansion portion of the Reed Bed.

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

Motion by Osten, second by Pulscher to approve the Change Order No. 2 – Reed Bed Project. Motion carried.

Omnia Partners w/Quill

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

The City Administrator, Lisa Schieffer stated that we purchase some of our supplies from Quill. The Omnia Partners would allow us to have some lower costs on some of the supplies that we normally purchase with Quill. Schieffer is asking for permission to pursue this further and find out whether an agreement or contract is necessary for this.

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

Motion by Pulscher, second by Osten to allow the City Administrator to pursue this Omnia Partners w/Quill. Motion carried.

Upcoming Events

City Offices will be closed Good Friday and Easter Monday per the Honorable Governor Larry Rhoden.

Executive Session - None

Adjournment

Motion by Hirsch, second by Osten to adjourn at 6:33 p.m. Motion carried.

(SEAL)

ATTEST:

Lisa Fischer

Finance Officer

Michael Kitzmiller

Mayor

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



Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total	
Payable Description	Bank Code				On Hold						
Vendor: 1098 - A&B Business Solutions										Vendor Total:	462.74
IN1353165	Invoice	4/2/2026	4/2/2026	4/2/2026	4/2/2026	417.74	0.00	0.00	0.00	417.74	
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		417.74	0.00	0.00	0.00	417.74	
Distributions											
Account Number	Account Name		Project Account Key			Amount	Percent				
101-4192-43400	Equip Expense					417.74	100.00%				
Vendor: IN349792										Vendor Total:	45.00
IN349792	Invoice	4/2/2026	4/2/2026	4/2/2026	4/2/2026	45.00	0.00	0.00	0.00	45.00	
Water Machine Usage	BANKW - BANK WEST				No						
Items											
Item Description	Commodity		Units	Price		Amount	Tax	Shipping	Discount	Total	
Water Machine Usage	NA		0.00	0.00		45.00	0.00	0.00	0.00	45.00	
Distributions											
Account Number	Account Name		Project Account Key			Amount	Percent				
101-4192-43400	Equip Expense					45.00	100.00%				
Vendor: 1111 - Ambrose, Jonathan										Vendor Total:	50.00
4.01.26	Invoice	4/2/2026	4/2/2026	4/2/2026	4/2/2026	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				
604-4000-42810	Phone					50.00	100.00%				
Vendor: 1808 - Anglin, Mitch										Vendor Total:	50.00
4.01.26	Invoice	4/2/2026	4/2/2026	4/2/2026	4/2/2026	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: 1816 - AT&T Mobility										Vendor Total:	4.94
287349887802X03232026	Invoice	4/2/2026	4/2/2026	4/2/2026	4/2/2026	4.94	0.00	0.00	0.00	4.94	
Net motion license	BANKW - BANK WEST				No						
Items											
Item Description	Commodity		Units	Price		Amount	Tax	Shipping	Discount	Total	
Net motion license	NA		0.00	0.00		4.94	0.00	0.00	0.00	4.94	
Distributions											
Account Number	Account Name		Project Account Key			Amount	Percent				
101-4210-42810	Phone					4.94	100.00%				
Vendor: 1906 - Birgen, Nicholin										Vendor Total:	50.00
4.01.26	Invoice	4/2/2026	4/2/2026	4/2/2026	4/2/2026	50.00	0.00	0.00	0.00	50.00	
Cell phone stipend	BANKEFT - BANK WEST EFT				No						

Payable Register

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

Vendor: 0808 - Black Hills Energy										Vendor Total:	6,557.60
5408768657-3.16.26	Invoice	4/2/2026	4/2/2026	4/2/2026	4/2/2026	6,557.60	0.00	0.00	0.00	6,557.60	
Monthly Usage	BANKW - BANK WEST		No								

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total	
Monthly Usage	NA	0.00	0.00	651.07	0.00	0.00	0.00	651.07	
Distributions									
Account Number	Account Name	Project Account Key		Amount	Percent				
101-4192-42800	Utility Expense			651.07	100.00%				

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total	
Monthly Usage	NA	0.00	0.00	1,290.62	0.00	0.00	0.00	1,290.62	
Distributions									
Account Number	Account Name	Project Account Key		Amount	Percent				
101-4310-42800	Utility Expense			1,290.62	100.00%				

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total	
Monthly Usage	NA	0.00	0.00	64.45	0.00	0.00	0.00	64.45	
Distributions									
Account Number	Account Name	Project Account Key		Amount	Percent				
101-4520-42800	Utility Expense			64.45	100.00%				

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total	
Monthly Usage	NA	0.00	0.00	4,551.46	0.00	0.00	0.00	4,551.46	
Distributions									
Account Number	Account Name	Project Account Key		Amount	Percent				
604-4000-42800	Utility Expense			4,551.46	100.00%				

Vendor: 1979 - Black River Contracting										Vendor Total:	5,580.00
App. #6	Invoice	4/2/2026	4/2/2026	4/2/2026	4/2/2026	5,580.00	0.00	0.00	0.00	5,580.00	
WWTP-Reed Bed App. 6	BANKW - BANK WEST		No								

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total	
WWTP-Reed Bed App. 6	NA	0.00	0.00	5,580.00	0.00	0.00	0.00	5,580.00	
Distributions									
Account Number	Account Name	Project Account Key		Amount	Percent				
305-4325-42200	Prof Fees Expense			5,580.00	100.00%				

Vendor: 1665 - Cardmember Services										Vendor Total:	17,774.12
March 18, 2026	Invoice	4/2/2026	4/2/2026	4/2/2026	4/2/2026	17,774.12	0.00	0.00	0.00	17,774.12	
Monthly charges	BANKEFT - BANK WEST EFT		No								

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total	
1875NS 18 Metal End Section for HDPE	NA	0.00	0.00	261.21	0.00	0.00	0.00	261.21	
Distributions									
Account Number	Account Name	Project Account Key		Amount	Percent				
101-4310-42600	Supply/Material Exp			261.21	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-new tires and balance	NA		0.00	0.00	1,242.96	0.00	0.00	0.00	1,242.96	
Distributions										
Account Number	Account Name	Project Account Key	Amount	Percent						
101-4310-42610	Auto Expense		1,242.96	100.00%						
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Dixon 2" Drum Gate Valve, legend ball v	NA		0.00	0.00	247.43	0.00	0.00	0.00	247.43	
Distributions										
Account Number	Account Name	Project Account Key	Amount	Percent						
101-4320-42500	Repair/Maint Expense		247.43	100.00%						
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Lead wire harness, greas gun coupler	NA		0.00	0.00	147.96	0.00	0.00	0.00	147.96	
Distributions										
Account Number	Account Name	Project Account Key	Amount	Percent						
101-4310-42500	Repair/Maint Expense		147.96	100.00%						
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Work gloves, nitrile dipped gloves, leat	NA		0.00	0.00	124.06	0.00	0.00	0.00	124.06	
Distributions										
Account Number	Account Name	Project Account Key	Amount	Percent						
101-4320-42500	Repair/Maint Expense		124.06	100.00%						
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Rott4Tripro, cases of water	NA		0.00	0.00	915.42	0.00	0.00	0.00	915.42	
Distributions										
Account Number	Account Name	Project Account Key	Amount	Percent						
101-4320-42500	Repair/Maint Expense		915.42	100.00%						
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Dexter hub caps assy., dexter hub cap pl	NA		0.00	0.00	87.36	0.00	0.00	0.00	87.36	
Distributions										
Account Number	Account Name	Project Account Key	Amount	Percent						
101-4310-43400	Equip Expense		87.36	100.00%						
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
50# PLS Direct Fire Joint Sealant	NA		0.00	0.00	198.00	0.00	0.00	0.00	198.00	
Distributions										
Account Number	Account Name	Project Account Key	Amount	Percent						
101-4310-42600	Supply/Material Exp		198.00	100.00%						
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Tires and balance	NA		0.00	0.00	936.28	0.00	0.00	0.00	936.28	
Distributions										
Account Number	Account Name	Project Account Key	Amount	Percent						
101-4310-42610	Auto Expense		936.28	100.00%						
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
E-Track long single hooks, ratchets	NA		0.00	0.00	109.89	0.00	0.00	0.00	109.89	
Distributions										
Account Number	Account Name	Project Account Key	Amount	Percent						
101-4310-42500	Repair/Maint Expense		109.89	100.00%						
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Ratchet tie-down straps and chains	NA		0.00	0.00	187.15	0.00	0.00	0.00	187.15	
Distributions										
Account Number	Account Name	Project Account Key	Amount	Percent						
101-4310-42500	Repair/Maint Expense		187.15	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	
Oil change 2023 Dodge charger	NA		0.00	0.00	83.98	0.00	0.00	0.00	83.98	
Distributions										
Account Number	Account Name	Project Account Key	Amount	Percent						
101-4210-42500	Repair/Maint Expense		83.98	100.00%						
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
8' FLG, plug valve w/2" nut	NA		0.00	0.00	2,025.56	0.00	0.00	0.00	2,025.56	
Distributions										
Account Number	Account Name	Project Account Key	Amount	Percent						
604-4000-42500	Repair/Maint Expense		2,025.56	100.00%						
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
RV & Marine hose, Clorox wiptes and p	NA		0.00	0.00	262.71	0.00	0.00	0.00	262.71	
Distributions										
Account Number	Account Name	Project Account Key	Amount	Percent						
604-4000-42600	Supply/Material Exp		262.71	100.00%						
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Motor vehicle fees-new WWTP truck	NA		0.00	0.00	29.56	0.00	0.00	0.00	29.56	
Distributions										
Account Number	Account Name	Project Account Key	Amount	Percent						
604-4000-42610	Auto Expense		29.56	100.00%						
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Rodent block, painters tape, stripping p	NA		0.00	0.00	53.05	0.00	0.00	0.00	53.05	
Distributions										
Account Number	Account Name	Project Account Key	Amount	Percent						
101-4310-42600	Supply/Material Exp		53.05	100.00%						
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
1 pcs. flat HR 1/8 x 2, 1pcs. Angle HR 1	NA		0.00	0.00	26.47	0.00	0.00	0.00	26.47	
Distributions										
Account Number	Account Name	Project Account Key	Amount	Percent						
101-4310-42600	Supply/Material Exp		26.47	100.00%						
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Full extended life AF, FVP CHLRN Brake	NA		0.00	0.00	121.53	0.00	0.00	0.00	121.53	
Distributions										
Account Number	Account Name	Project Account Key	Amount	Percent						
101-4320-42500	Repair/Maint Expense		121.53	100.00%						
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
1 5w-30 5 quart oil, oil filter	NA		0.00	0.00	76.97	0.00	0.00	0.00	76.97	
Distributions										
Account Number	Account Name	Project Account Key	Amount	Percent						
101-4310-42600	Supply/Material Exp		76.97	100.00%						
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Hooded Sweatshirt and long sleeve shir	NA		0.00	0.00	160.43	0.00	0.00	0.00	160.43	
Distributions										
Account Number	Account Name	Project Account Key	Amount	Percent						
604-4000-42850	Uniform Allowance		160.43	100.00%						
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Surbey flag and wire staff	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						
604-4000-42600	Supply/Material Exp		45.00	100.00%						

Payable Register

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
5 H MLR 2 pk-HP-63-printer ink	NA		0.00	0.00	112.53	0.00	0.00	0.00	112.53	
Distributions										
Account Number	Account Name		Project	Account Key	Amount	Percent				
604-4000-42600	Supply/Material Exp				112.53	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
WWTP-pumped 6 loads	NA		0.00	0.00	3,045.00	0.00	0.00	0.00	3,045.00	
Distributions										
Account Number	Account Name		Project	Account Key	Amount	Percent				
604-4000-42650	Sludge Hauling				3,045.00	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Oil change-2021 Ford Interceptor	NA		0.00	0.00	63.66	0.00	0.00	0.00	63.66	
Distributions										
Account Number	Account Name		Project	Account Key	Amount	Percent				
101-4210-42500	Repair/Maint Expense				63.66	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
wiper blades	NA		0.00	0.00	22.94	0.00	0.00	0.00	22.94	
Distributions										
Account Number	Account Name		Project	Account Key	Amount	Percent				
101-4210-42500	Repair/Maint Expense				22.94	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Equalization minutes 3.16.26	NA		0.00	0.00	68.08	0.00	0.00	0.00	68.08	
Distributions										
Account Number	Account Name		Project	Account Key	Amount	Percent				
101-4110-42300	Publishing Exp				68.08	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Phones and internet	NA		0.00	0.00	1,214.08	0.00	0.00	0.00	1,214.08	
Distributions										
Account Number	Account Name		Project	Account Key	Amount	Percent				
101-4192-42800	Utility Expense				1,214.08	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Commission Minutes 3.05.26	NA		0.00	0.00	183.28	0.00	0.00	0.00	183.28	
Distributions										
Account Number	Account Name		Project	Account Key	Amount	Percent				
101-4110-42300	Publishing Exp				183.28	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
District 10 Meeting-Belle April 1, 2026	NA		0.00	0.00	25.00	0.00	0.00	0.00	25.00	
Distributions										
Account Number	Account Name		Project	Account Key	Amount	Percent				
101-4140-42700	Travel/Conf Expense				25.00	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	
Internet & Phones	NA		0.00	0.00	188.27	0.00	0.00	0.00	188.27	
Distributions										
Account Number	Account Name		Project	Account Key	Amount	Percent				
604-4000-42600	Supply/Material Exp				188.27	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	
Gift Card for M. Osten	NA		0.00	0.00	107.01	0.00	0.00	0.00	107.01	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
101-4192-42903	Special Occasions				107.01	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
P & Z 3.10.26	NA		0.00	0.00	49.72	0.00	0.00	0.00	49.72	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
101-4652-42300	Publishing Exp				49.72	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
PD Phones	NA		0.00	0.00	1,066.97	0.00	0.00	0.00	1,066.97	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
101-4210-42810	Phone				1,066.97	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Mail large envelope to pierre	NA		0.00	0.00	3.00	0.00	0.00	0.00	3.00	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
101-4140-42150	Postage				3.00	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
District 10 Meeting-Belle April 1, 2026-T	NA		0.00	0.00	25.00	0.00	0.00	0.00	25.00	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
101-4310-42700	Travel/Conf Expense				25.00	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
District 10 Meeting- Belle April 1, 2026-	NA		0.00	0.00	25.00	0.00	0.00	0.00	25.00	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
101-4110-42700	Travel/Conf Expense				25.00	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
District 10 Meeting-Belle Apri. 1, 2026-L	NA		0.00	0.00	25.00	0.00	0.00	0.00	25.00	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
101-4140-42700	Travel/Conf Expense				25.00	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Zoning-NR	NA		0.00	0.00	57.75	0.00	0.00	0.00	57.75	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
101-4652-42300	Publishing Exp				57.75	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Website Care RENEWAL 1 month	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%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Feb. P & Z	NA		0.00	0.00	99.47	0.00	0.00	0.00	99.47	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
101-4652-42300	Publishing Exp				99.47	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	
Ordinance 2026-01	NA		0.00	0.00	22.21	0.00	0.00	0.00	22.21	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
101-4110-42300	Publishing Exp				22.21	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Commission minutes 2.19.26	NA		0.00	0.00	138.00	0.00	0.00	0.00	138.00	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
101-4110-42300	Publishing Exp				138.00	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
GOSCOMA Annual Conference	NA		0.00	0.00	175.00	0.00	0.00	0.00	175.00	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
101-4140-42201	Dues/Subscriptions				175.00	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Permanent markers	NA		0.00	0.00	4.09	0.00	0.00	0.00	4.09	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
101-4210-42600	Supply/Material Exp				4.09	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Lieutenant Bars	NA		0.00	0.00	31.94	0.00	0.00	0.00	31.94	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
101-4210-42600	Supply/Material Exp				31.94	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Mailing to Pierre	NA		0.00	0.00	22.35	0.00	0.00	0.00	22.35	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
101-4210-42150	Postage				22.35	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Bar Oil, 18" Safety cone	NA		0.00	0.00	31.17	0.00	0.00	0.00	31.17	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
101-4520-42600	Supply/Material Exp				31.17	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Plows & accessories	NA		0.00	0.00	139.66	0.00	0.00	0.00	139.66	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
101-4310-42510	Street Snow Removal				139.66	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Uniform shirt	NA		0.00	0.00	16.68	0.00	0.00	0.00	16.68	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
101-4140-42850	Uniform Expense				16.68	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Certified mailing-contractor	NA		0.00	0.00	31.44	0.00	0.00	0.00	31.44	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
101-4140-42150	Postage				31.44	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	
Utility Billing postage	NA		0.00	0.00	610.00	0.00	0.00	0.00	610.00	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
604-4000-42150	Postage				610.00	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Subscription renewal-monthly 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	
Certified mailing-businesses	NA		0.00	0.00	52.40	0.00	0.00	0.00	52.40	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
101-4140-42150	Postage				52.40	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Utility billing postage	NA		0.00	0.00	610.00	0.00	0.00	0.00	610.00	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
604-4000-42150	Postage				610.00	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
1st Class postage	NA		0.00	0.00	780.00	0.00	0.00	0.00	780.00	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
101-4140-42150	Postage				780.00	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Uniform shirt refund	NA		0.00	0.00	-14.99	0.00	0.00	0.00	-14.99	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
101-4140-42850	Uniform Expense				-14.99	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Postage due	NA		0.00	0.00	5.58	0.00	0.00	0.00	5.58	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
604-4000-42150	Postage				5.58	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Swifter duster, Fabuloso cleaner, paper	NA		0.00	0.00	59.05	0.00	0.00	0.00	59.05	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
101-4192-42600	Supply/Material Exp				59.05	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Oil change 2024 Dodge Durango	NA		0.00	0.00	110.97	0.00	0.00	0.00	110.97	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
101-4210-42500	Repair/Maint Expense				110.97	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Lisa S. Economic Development Confere	NA		0.00	0.00	375.76	0.00	0.00	0.00	375.76	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
211-4650-42700	Travel/Conf Expense				375.76	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	
18 CMP 16ga Vankd, 18" 16GA galve Co	NA		0.00	0.00	394.64	0.00	0.00	0.00	394.64	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
101-4310-42600	Supply/Material Exp				394.64	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
N-Link, SL-N-Pump	NA		0.00	0.00	88.78	0.00	0.00	0.00	88.78	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
101-4310-42610	Auto Expense				88.78	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Fuel-Trip to Pierre to pick-up new truck	NA		0.00	0.00	53.07	0.00	0.00	0.00	53.07	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
604-4000-42610	Auto Expense				53.07	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Fuel- Trip to Pierre to pick up new truck	NA		0.00	0.00	56.03	0.00	0.00	0.00	56.03	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
604-4000-42610	Auto Expense				56.03	100.00%				

Vendor: [2046 - Doty, Jason](#) **Vendor Total:** 50.00

4.01.26	Invoice	4/2/2026	4/2/2026	4/2/2026	4/2/2026	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				
101-4310-42810	Phone				50.00	100.00%				

Vendor: [2102 - Fischer, Lisa](#) **Vendor Total:** 50.00

4.01.26	Invoice	4/2/2026	4/2/2026	4/2/2026	4/2/2026	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				
101-4140-42810	Phone				50.00	100.00%				

Vendor: [0246 - Golden West Technologies](#) **Vendor Total:** 750.00

INV-9234	Invoice	4/2/2026	4/2/2026	4/2/2026	4/2/2026	750.00	0.00	0.00	0.00	750.00
Sonic Wall 1 yr. Subscription-WWTP			BANKW - BANK WEST		No					

Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Sonic Wall 1 yr. Subscription-WWTP	NA		0.00	0.00	750.00	0.00	0.00	0.00	750.00	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
101-4192-42201	Dues/Subscriptions				750.00	100.00%				

Vendor: [1506 - Hermanson Egge Engineering, Inc.](#) **Vendor Total:** 130.00

2026.053	Invoice	4/2/2026	4/2/2026	4/2/2026	4/2/2026	130.00	0.00	0.00	0.00	130.00
Construction Inspections & Code Review			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		
Construction Inspections & Code Revie	NA	0.00	0.00	130.00	0.00	0.00	0.00	130.00		
Distributions										
Account Number	Account Name	Project Account Key	Amount	Percent						
101-4232-42320	Building Inspection Expense		130.00	100.00%						

Vendor: [1287 - Hills Septic Service Go Pro](#) Vendor Total: 3,297.00

21606	Invoice	4/2/2026	4/2/2026	4/2/2026	4/2/2026	3,297.00	0.00	0.00	0.00	3,297.00
WWTP-pumped 6 loads		BANKW - BANK WEST		No						
Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
WWTP-pumped 6 loads	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

4.01.26	Invoice	4/2/2026	4/2/2026	4/2/2026	4/2/2026	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: [2091 - Jaeson Garcia](#) Vendor Total: 50.00

4.01.26	Invoice	4/2/2026	4/2/2026	4/2/2026	4/2/2026	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						
604-4000-42810	Phone		50.00	100.00%						

Vendor: [0324 - Kayl, Anthony](#) Vendor Total: 50.00

4.01.26	Invoice	4/2/2026	4/2/2026	4/2/2026	4/2/2026	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

4.01.26	Invoice	4/2/2026	4/2/2026	4/2/2026	4/2/2026	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%						

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: [2124 - Kotermanski, Kevin](#) Vendor Total: 50.00

4.01.26	Invoice	4/2/2026	4/2/2026	4/2/2026	4/2/2026	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: [2119 - Madison National Life Ins. Co., Inc.](#) Vendor Total: 49.50

1761231	Invoice	4/2/2026	4/2/2026	4/2/2026	4/2/2026	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

4.01.26	Invoice	4/2/2026	4/2/2026	4/2/2026	4/2/2026	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: [2047 - Pulscher, Jordan](#) Vendor Total: 50.00

4.01.26	Invoice	4/2/2026	4/2/2026	4/2/2026	4/2/2026	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: [1274 - Rapid Rooter](#) Vendor Total: 495.00

2691G	Invoice	4/2/2026	4/2/2026	4/2/2026	4/2/2026	495.00	0.00	0.00	0.00	495.00
WWTP Sewer Jetting repair		BANKW - BANK WEST			No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
WWTP Sewer Jetting repair	NA	0.00	0.00	495.00	0.00	0.00	0.00	495.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
604-4000-42500	Repair/Maint Expense		495.00	100.00%

Vendor: [1291 - RCS Construction Inc](#) Vendor Total: 2,144.00

202601.4	Invoice	4/2/2026	4/2/2026	4/2/2026	4/2/2026	2,144.00	0.00	0.00	0.00	2,144.00
Greenhouse temporary repairs		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		
Greenhouse temporary repairs	NA	0.00	0.00	2,144.00	0.00	0.00	0.00	2,144.00		
Distributions										
Account Number	Account Name	Project Account Key	Amount	Percent						
604-4000-42500	Repair/Maint Expense		2,144.00	100.00%						

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

4.01.26	Invoice	4/2/2026	4/2/2026	4/2/2026	4/2/2026	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						
101-4140-42810	Phone		50.00	100.00%						

Vendor: [1328 - Servall Uniform & Linen Supply](#) Vendor Total: 235.18

1174791	Invoice	4/2/2026	4/2/2026	4/2/2026	4/2/2026	235.18	0.00	0.00	0.00	235.18
Monthly Service		BANKW - BANK WEST			No					

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
Monthly Service	NA	0.00	0.00	235.18	0.00	0.00	0.00	235.18		
Distributions										
Account Number	Account Name	Project Account Key	Amount	Percent						
101-4192-42200	Prof Fees Expense		235.18	100.00%						

Vendor: [2122 - Street Image](#) Vendor Total: 1,844.78

A326453	Invoice	4/2/2026	4/2/2026	4/2/2026	4/2/2026	1,844.78	0.00	0.00	0.00	1,844.78
2026 Chevy 1500-tonneau cover, lights		BANKW - BANK WEST			No					

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
2026 Chevy 1500-tonneau cover, lights	NA	0.00	0.00	1,844.78	0.00	0.00	0.00	1,844.78		
Distributions										
Account Number	Account Name	Project Account Key	Amount	Percent						
604-4000-43400	Equip Expense		1,844.78	100.00%						

Vendor: [1024 - USA Bluebook](#) Vendor Total: 219.95

INV00978166	Invoice	4/2/2026	4/2/2026	4/2/2026	4/2/2026	556.00	0.00	0.00	0.00	556.00
WWTP-Supplies Tensette Pipet		BANKW - BANK WEST			No					

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
WWTP-Supplies Tensette Pipet	NA	0.00	0.00	556.00	0.00	0.00	0.00	556.00		
Distributions										
Account Number	Account Name	Project Account Key	Amount	Percent						
604-4000-42630	Chemicals and Lab Supplies		556.00	100.00%						

[INV00982802](#) Invoice 4/2/2026 4/2/2026 4/2/2026 4/2/2026 53.95 0.00 0.00 0.00 53.95

UV Bulb Replacement		BANKW - BANK WEST			No					
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
UV Bulb Replacement	NA	0.00	0.00	53.95	0.00	0.00	0.00	53.95		
Distributions										
Account Number	Account Name	Project Account Key	Amount	Percent						
604-4000-42600	Supply/Material Exp		53.95	100.00%						

[SCN735594](#) Credit Memo 4/2/2026 4/2/2026 4/2/2026 4/2/2026 -390.00 0.00 0.00 0.00 -390.00

Hach Tensette Pipet		BANKW - BANK WEST			No					
---------------------	--	-------------------	--	--	----	--	--	--	--	--

Payable Register

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description										
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Hach Tensette Pipet	NA		0.00	0.00	-390.00	0.00	0.00	0.00	-390.00	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
604-4000-42630	Chemicals and Lab Supplies				-390.00	100.00%				

Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Credit Memo	1	-390.00	0.00	0.00	0.00	-390.00	0.00	-390.00
Invoice	29	40,584.81	0.00	0.00	0.00	40,584.81	0.00	40,584.81
Grand Total:		40,194.81	0.00	0.00	0.00	40,194.81	0.00	40,194.81

Account Summary

<u>Account</u>	<u>Name</u>	<u>Amount</u>
101-4110-42300	Publishing Exp	411.57
101-4110-42700	Travel/Conf Expense	25.00
101-4110-42810	Phone	150.00
101-4120-42810	Phone	50.00
101-4140-42150	Postage	866.84
101-4140-42201	Dues/Subscriptions	199.00
101-4140-42700	Travel/Conf Expense	50.00
101-4140-42810	Phone	150.00
101-4140-42850	Uniform Expense	1.69
101-4192-42200	Prof Fees Expense	365.42
101-4192-42201	Dues/Subscriptions	750.00
101-4192-42600	Supply/Material Exp	59.05
101-4192-42800	Utility Expense	1,865.15
101-4192-42903	Special Occasions	107.01
101-4192-43400	Equip Expense	462.74
101-4210-42150	Postage	22.35
101-4210-42500	Repair/Maint Expense	281.55
101-4210-42600	Supply/Material Exp	36.03
101-4210-42810	Phone	1,071.91
101-4232-42320	Building Inspection Expense	130.00
101-4310-42500	Repair/Maint Expense	445.00
101-4310-42510	Street Snow Removal	139.66
101-4310-42600	Supply/Material Exp	1,010.34
101-4310-42610	Auto Expense	2,268.02
101-4310-42700	Travel/Conf Expense	25.00
101-4310-42800	Utility Expense	1,290.62
101-4310-42810	Phone	200.00
101-4310-43400	Equip Expense	87.36
101-4320-42500	Repair/Maint Expense	1,408.44
101-4520-42600	Supply/Material Exp	31.17
101-4520-42800	Utility Expense	64.45
101-4652-42300	Publishing Exp	206.94
Total:		14,232.31

<u>Account</u>	<u>Name</u>	<u>Amount</u>
211-4650-42700	Travel/Conf Expense	375.76
Total:		375.76

<u>Account</u>	<u>Name</u>	<u>Amount</u>
305-4325-42200	Prof Fees Expense	5,580.00
Total:		5,580.00

<u>Account</u>	<u>Name</u>	<u>Amount</u>
604-4000-42150	Postage	1,225.58
604-4000-42500	Repair/Maint Expense	4,664.56
604-4000-42600	Supply/Material Exp	662.46
604-4000-42610	Auto Expense	138.66
604-4000-42630	Chemicals and Lab Supplies	166.00
604-4000-42650	Sludge Hauling	6,342.00
604-4000-42800	Utility Expense	4,652.77
604-4000-42810	Phone	100.00
604-4000-42850	Uniform Allowance	160.43
604-4000-43400	Equip Expense	1,844.78
Total:		19,957.24

Account Summary

<u>Account</u>	<u>Name</u>	<u>Amount</u>
998-0000-21850	Life Ins Payable	49.50
	Total:	<u>49.50</u>



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

1968316	Invoice	4/2/2026	4/2/2026	4/2/2026	4/2/2026	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

2026-1321	Invoice	4/2/2026	4/2/2026	4/2/2026	4/2/2026	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: 10,475.52

INV0000323	Invoice	3/27/2026	3/27/2026	3/27/2026	3/27/2026	4,965.04	0.00	0.00	0.00	4,965.04
SDRS 6%	BANKEFT - BANK WEST EFT				No	Payment Date: 3/27/2026				Bank Draft: DFT0000470

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
SDRS 6%	NA	0.00	0.00	4,965.04	0.00	0.00	0.00	4,965.04

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
211-0000-21910	SDRS Payable		133.78	0%
101-0000-21910	SDRS Payable		3,183.52	0%
604-0000-21910	SDRS Payable		1,647.74	0%

INV0000324	Invoice	3/27/2026	3/27/2026	3/27/2026	3/27/2026	5,510.48	0.00	0.00	0.00	5,510.48
SDRS 8%	BANKEFT - BANK WEST EFT				No	Payment Date: 3/27/2026				Bank Draft: DFT0000471

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
SDRS 8%	NA	0.00	0.00	5,510.48	0.00	0.00	0.00	5,510.48

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
101-0000-21910	SDRS Payable		5,510.48	0%

Vendor: [1022 - SDRS-Supplemental Retirement Plan \(SDSRP\)](#) Vendor Total: 565.00

INV0000325	Invoice	3/27/2026	3/27/2026	3/27/2026	3/27/2026	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		410.02	0%
604-0000-21910	SDRS Payable		154.98	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: 19,330.96

INV0000326	Invoice	3/27/2026	3/27/2026	3/27/2026	3/27/2026	6,517.34	0.00	0.00	0.00	6,517.34
Federal W/H		BANKEFT - BANK WEST EFT			No	Payment Date: 3/27/2026		Bank Draft:	DFT0000472	

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Federal W/H	NA	0.00	0.00	6,517.34	0.00	0.00	0.00	6,517.34

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		1,076.64	0%
101-0000-21710	Payroll Tax Payable		5,314.29	0%

INV0000327	Invoice	3/27/2026	3/27/2026	3/27/2026	3/27/2026	10,384.86	0.00	0.00	0.00	10,384.86
Social Security		BANKEFT - BANK WEST EFT			No	Payment Date: 3/27/2026		Bank Draft:	DFT0000473	

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Social Security	NA	0.00	0.00	10,384.86	0.00	0.00	0.00	10,384.86

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		1,613.88	0%
101-0000-21710	Payroll Tax Payable		8,632.78	0%

INV0000328	Invoice	3/27/2026	3/27/2026	3/27/2026	3/27/2026	2,428.76	0.00	0.00	0.00	2,428.76
Medicare		BANKEFT - BANK WEST EFT			No	Payment Date: 3/27/2026		Bank Draft:	DFT0000474	

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Medicare	NA	0.00	0.00	2,428.76	0.00	0.00	0.00	2,428.76

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		377.42	0%
101-0000-21710	Payroll Tax Payable		2,019.02	0%

Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	8	47,440.89	0.00	0.00	0.00	47,440.89	29,806.48	17,634.41
	Grand Total:	47,440.89	0.00	0.00	0.00	47,440.89	29,806.48	17,634.41

Account Summary

Account	Name	Amount
101-0000-21710	Payroll Tax Payable	15,966.09
101-0000-21910	SDRS Payable	9,104.02
Total:		25,070.11

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	3,067.94
604-0000-21910	SDRS Payable	1,802.72
Total:		4,870.66

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

Required Report

March 2026 Mayor Kitzmiller

MEETINGS

- Attended required Commission Meetings
- Attended all Special Meetings

Almost daily calls or text messages with our City Administrator. Weekly visits with department heads and Commissioners.

- Lighting
- DOT roads
- Park Equipment
- Yard Roll Off
- Generators
- Norman Ranch: Developer Issues
- DOT Crosswalk
- Public Works: Concrete, building, Roll Off Location, H-Vac for City Building
- Police: Hiring

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

MARCH COMMISSION REPORT

COMMISSIONER MARKHAM

MEETINGS:

- 2 – COMMISSION MEETINGS
- 1 – EQUALIZATION MEETING
- 1 – PLANNING AND ZONING
- 1 – PERMITTING AND LICENSING – TYLER TECH
- 1 – SIMON MINE OPEN HOUSE

POLICE DEPARTMENT:

- WEEKLY/ DAILY TOUCH BASE WITH CHIEF NASSER
 - DAY TO DAY OPERATIONS
 - REVIEW SCHEDULE
 - 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
 - NICKY BIRGEN
 - DOT MARKETING
- PHONE CONVERSATIONS WITH:
 - COMMISSIONER PULSCHER

Commissioner Pulscher's Report- March 2026

- Attended 2 Commission Meetings
- Check-ins with City Administrator and Finance Officer
- Attended Meade County Commission Meeting
- Spoke with some citizens about concerns about the mining ordinance.
- Apologize for missing April 2nd's commission meeting due to accepting an award for Elevate Rapid City 40 under 40!



COMMUNITY PLANNING & DEVELOPMENT SERVICES

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

APPLICATION FOR DEVELOPMENT REVIEW

REQUEST (please check all that apply)

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

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

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

LEGAL DESCRIPTION (Attach additional sheets as necessary)

EXISTING

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

PROPOSED NA

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

Size of Site--Acres 9.57+/-

Square Footage NA

Proposed Zoning R3

DESCRIPTION OF REQUEST:

Zoning request of the South Section Line parcel of the Highlands at Norman Ranch Subdivision.

Utilities: Private / Public

Water Private

Sewer City of Summerset

APPLICANT

Name Norman Ranch Subdivision, LLC.

Phone 605-443-3033

Address 1624 Concourse Court

E-mail megan@vanockerdev.com

City, State, Zip Rapid City, SD 57703

Signature _____

Date _____

PROJECT PLANNER - AGENT

Name Vanocker Development, INC

Phone 605-443-3033

Address 1329 Eglin Street Suite 200 #178

E-mail megan@vanockerdev.com

City, State, Zip Rapid City, SD 57701

Signature _____

Date _____

OWNER OF RECORD (If different from applicant)

Name _____

Phone _____

Address _____

E-mail _____

City, State, Zip _____

Property Owner Signature _____

Date _____

Property Owner Signature _____

Date _____

Signature _____

Date _____

Print Name: Tony Thompson

Signature _____

Date _____

Title*: MANAGING MEMBER

Print Name: _____

Title*: _____

*required for Corporations, Partnerships, etc.

FOR STAFF USE ONLY

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

- Sewer Utility
- Fire Department
- Public Works
- Planning
- Building Inspector
- Engineering
- City Code Enforcement
- Police
- City Attorney
- BHP&L
- Finance Officer
- Register of Deeds
- County - Planning
- SD DOT
- SD DENR
- Auditor - Annexation
- Drainage
- Parks & Recreation

- Diamond D Water
- Black Hills Water
- Other: _____
- Other: _____
- Other: _____
- Other: _____

Planning and Zoning Meeting Date: _____

Covenants filing fee? Yes No

Commission Meeting Date: _____

Payment Type: Cash Check Credit Card

Date Paid: _____

**CITY OF SUMMERSET
NOTICE OF PUBLIC HEARINGS
LAND / ZONING DESIGNATION**

You are hereby notified that there will be additions to the Summerset Zoning Ordinances, and the Summerset Zoning Map, considered at public hearings to be held by the Summerset Planning and Zoning Commission and the Summerset Board of Commissioners. The proposed zoning addition will create a zoning district and pertain to the real property recently annexed by the City of Summerset as follows:

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

Requested Zoning: R3 – Multifamily Residential

A public hearing will be held by the Summerset Planning and Zoning Commission on March 24th, 2026, at 6:00 p.m., and by the Summerset Board of Commissioners on April 2nd, 2026, at 6:00 p.m., both of such public hearings to be held at the Summerset City Administration building, at 7055 Leisure Lane, Summerset, South Dakota.

This Notice of Public Hearing concerns the zoning designation to be given the property recently annexed by the City of Summerset. The legal description and a map of the recently annexed property is located at the Summerset City Administration building, and available for inspection on request.

This hearing is open to the public and interested parties are encouraged to attend. Any person having any objections to any proposed zoning designations may appear before the Planning and Zoning Commission and the City Board of Commissioners on the above said dates for the public hearings and show cause why the proposed zoning should not be approved. Written protest against the proposed zoning may be filed with the office of the City of Summerset, at 7055 Leisure Lane, Summerset, South Dakota.

Dated: February 27th, 2026.

Lisa Schieffer, Summerset City Administrator

9589 0710 5270 3856 0388 28

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Certified Mail Fee	\$
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

\$0.00¹
US POSTAGE
3/9/2026 IMI
063511691165
30305
000060860



Postage	\$
Total Postage and Fees	\$

Sent To
Thomas Joseph Norman
Street and Apt. No., or PO Box No.
Box 167
City, State, ZIP+4®
Black Hawk SD 57718

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 3856 0388 11

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only

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Certified Mail Fee	\$
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

\$0.00¹
US POSTAGE
3/9/2026 IMI
063511691165
30305
000060858



Postage	\$
Total Postage and Fees	\$

Sent To
M/M Thomas Hoch
Street and Apt. No., or PO Box No.
1585 Normandien
City, State, ZIP+4®
Black Hawk SD 57718

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 3856 0388 42

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Certified Mail Fee	\$
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

\$0.00¹
US POSTAGE
3/9/2026 IMI
063511691165
30305
000060864



Postage	\$
Total Postage and Fees	\$

Sent To
SDDOT
Street and Apt. No., or PO Box No.
700 E Broadway Ave
City, State, ZIP+4®
Pierre, SD 57501

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 3856 0388 35

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Certified Mail Fee	\$
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

\$0.00¹
US POSTAGE
3/9/2026 IMI
063511691165
30305
000060862



Postage	\$
Total Postage and Fees	\$

Sent To
Norman Ranch LLP
Street and Apt. No., or PO Box No.
14410 218th St
City, State, ZIP+4®
Pierson SD 57189

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 3856 0388 59

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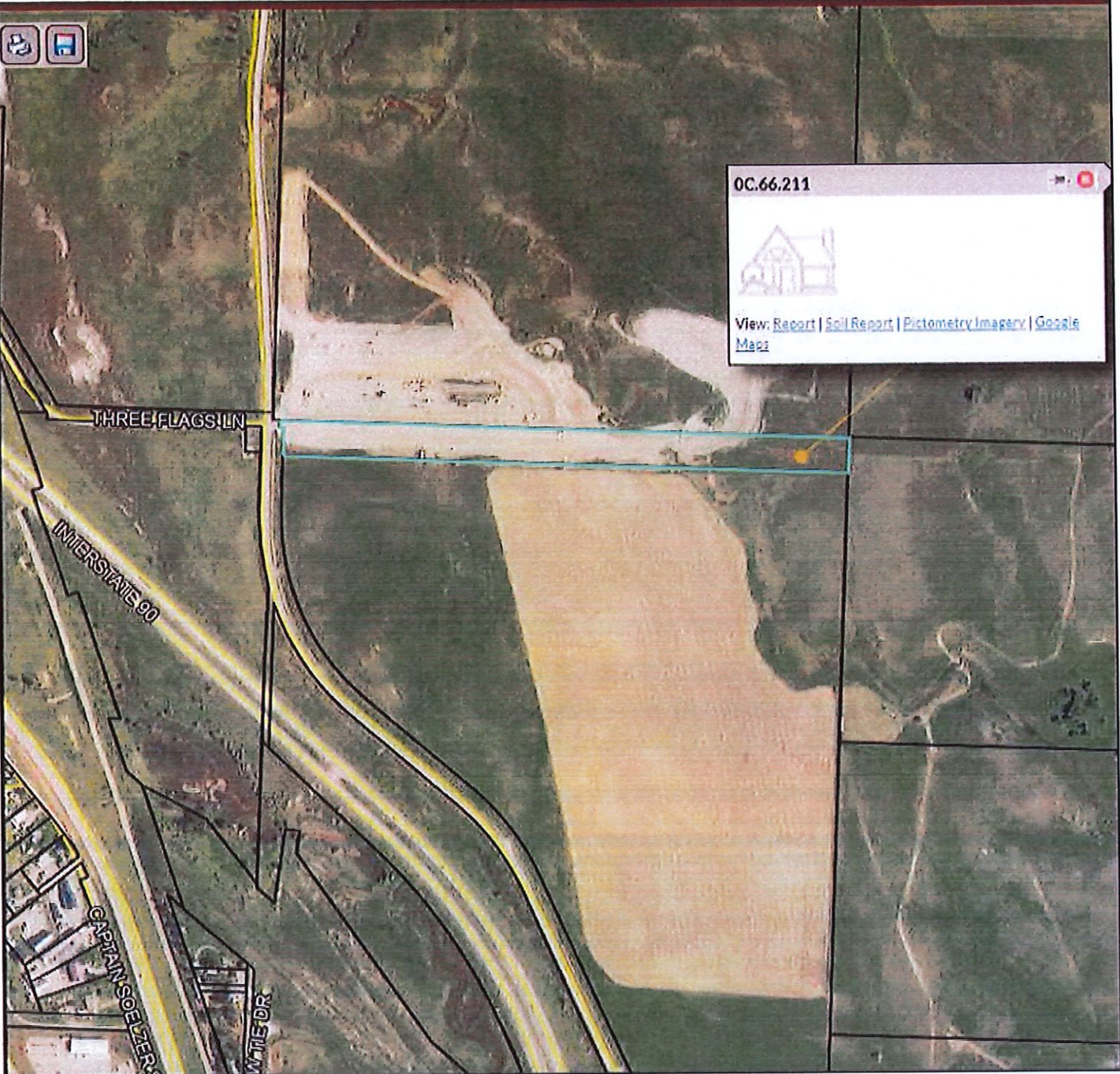
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Postage	\$
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Norman Ranch Subdivision
Street and Apt. No., or PO Box No.
1624 Concourse Ct
City, State, ZIP+4®
Rapid City SD 57701

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions




THREE FLAGS LN

INTERSTATE 90

CAPTAIN SOELZERS

W TIE DR

OC.66.211



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



Doc # 25004907 Recording Fee \$30.00
MEADE COUNTY REGISTER OF DEEDS
 Miscellaneous Book 995 Page 1402 thru 1404 3 Pages
 Recorded 8/25/2025 at 9:10 AM
 Dr. ... \$30.00
REGISTER OF DEEDS
 ... Page 276 thru 179 4 Pages
 ... 2 M

Prepared by:
 City of Summerset
 7055 Leisure Lane
 Summerset SD 57718
 605-718-9858

Re-Recorded to add 4th page - Corrected map ... ana Anderson, Register of Deeds

**CITY OF SUMMERSET
 RESOLUTION 2025-09
 ANNEXATION RESOLUTION**

WHEREAS, there has been presented to the Board of Commissioners of the City of Summerset, South Dakota, a Petition for Voluntary Annexation of the real property described as:

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

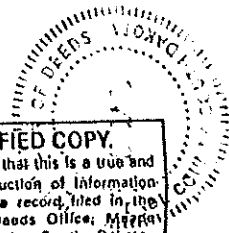
WHEREAS, the Petition for Annexation was heard at a duly noticed regular meeting of the Summerset Board of Commissioners on July 17th, 2025, and has been signed and presented by Norman Ranch Subdivision LLC, 1624 Concourse Court, Rapid City SD 57703, dated June 26th, 2025, and

WHEREAS, the Petition for Annexation pertains to a request to extend the boundaries of the City of Summerset by including the above-described real property into the City of Summerset; and

WHEREAS, the City determines and expressly finds that all of the real property subject to the voluntary Petition for Annexation and as reflected in map attached as Exhibit A to be contiguous to the City of Summerset in all respects, and that the annexation of the real property is natural and reasonable, and

WHEREAS, the Petition has been submitted in accordance with SDCL 9-4-1, having been signed by not less than three-fourths of the registered voters and by the owners of not less than three-fourths of the value of the territory sought to be annexed to the municipality, it appearing to the satisfaction of the City of Summerset that Norman Ranch Subdivision LLC is the sole legal owner of the described property; and

THEREFORE, BE IT RESOLVED, that said Petition for voluntary annexation is hereby approved and adopted in all respects and that the described real estate as identified above and in



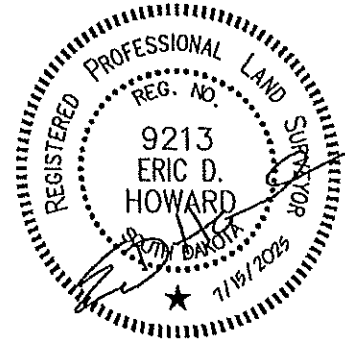
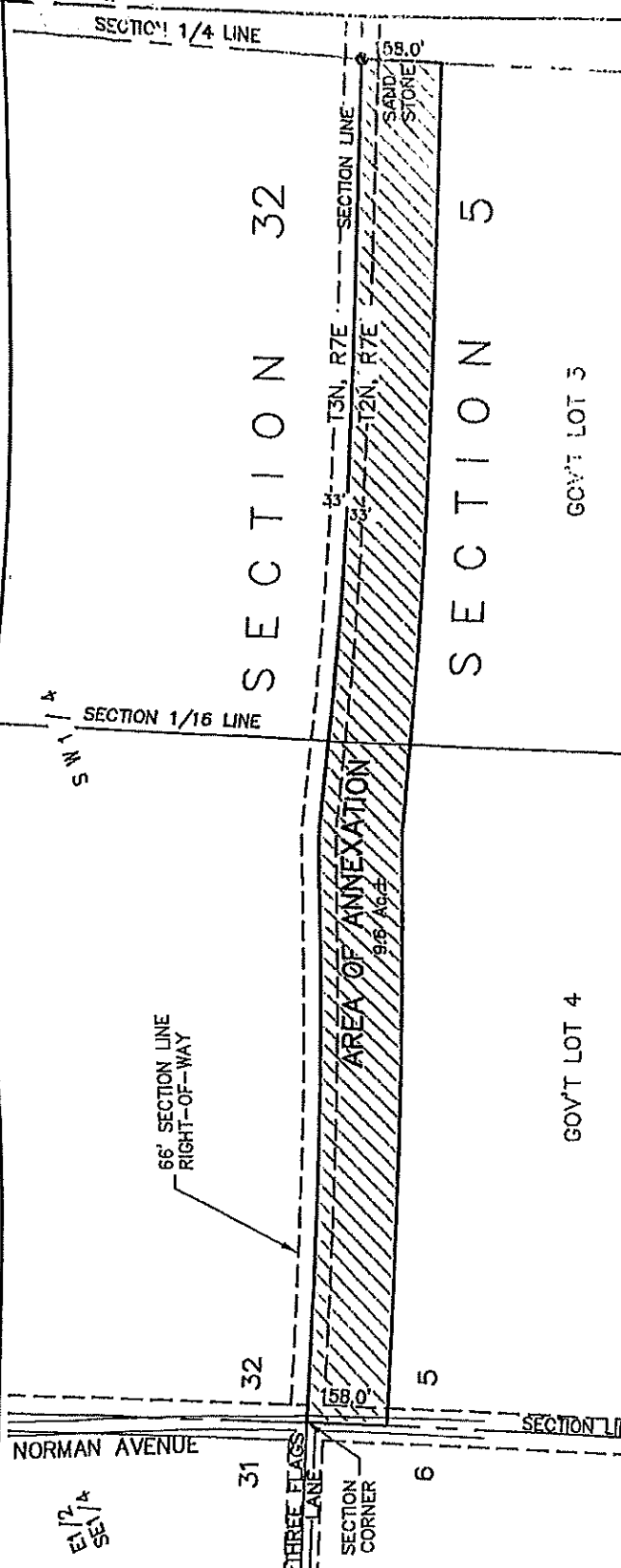
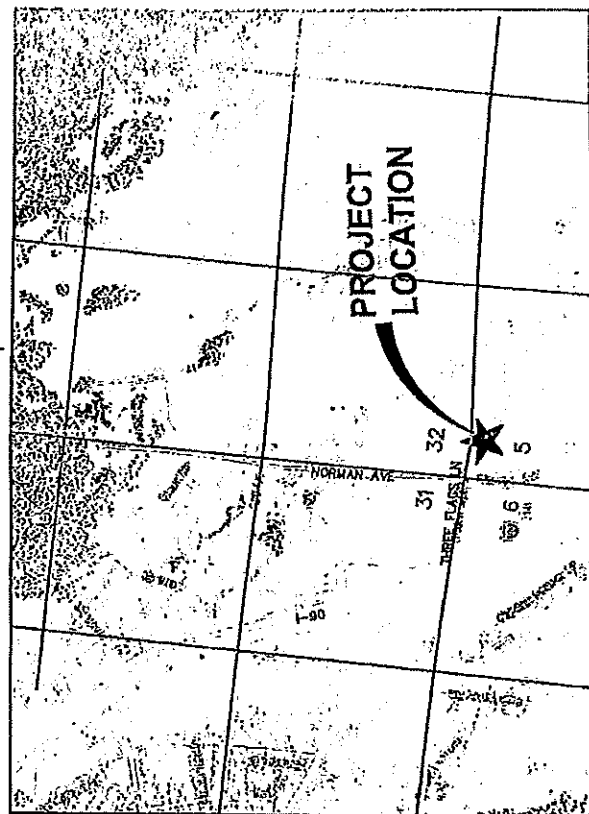
CERTIFIED COPY.
 I hereby certify that this is a true and correct reproduction of information appearing on a record filed in the Register of Deeds Office, Meade County, Sturgis, South Dakota
 Date **NOV 24 2025**
Jana Anderson
 Register of Deeds, Meade County



EXHIBIT A ANNEXATION MAP

North 155 feet of Government Lot 5, Township 2 North, Range 7 East of the Black Hills Meridian, County of Meade, South Dakota and the North 155 feet of Government Lot 4 of Section 11, Township 2 North, Range 7 East of the Black Hills Meridian, Meade County, South Dakota, as shown on the plat filed in Plot Book 22, page 326, and the East portion of Lot 12, located in the north 155 feet of Government Lot 4, as shown on the plat filed in Plot Book 22, page 326.

APR 15, 2025
0 150' 300'
SCALE: 1" = 300'



RENNER ASSOCIATES, LLC

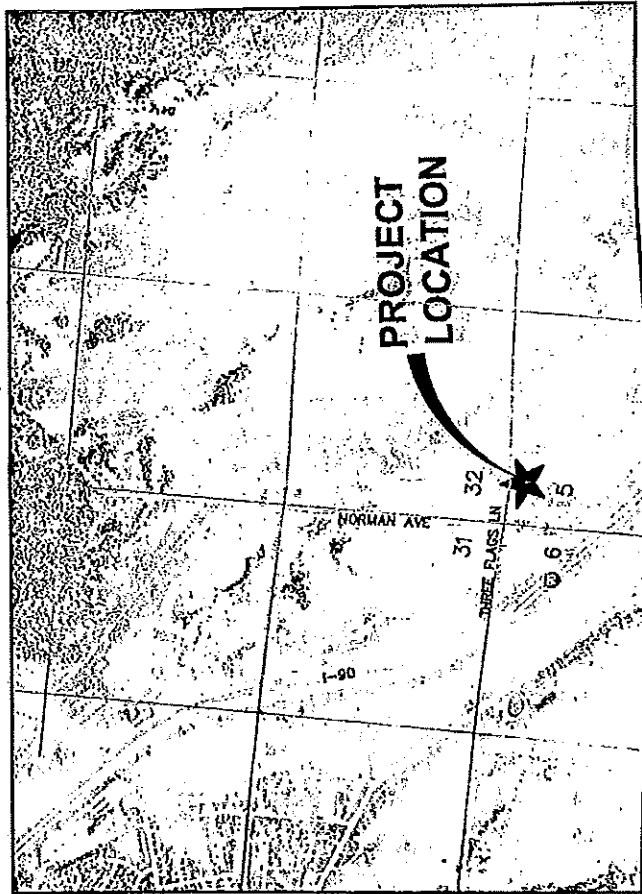
DIVIL ENGINEERING 4241 TRIPLE CROWN DR, RAPID CITY, SD 57701
LAND SURVEYING PH: 605. 721-7310 RENNERASSOC.COM



ANNEXATION MAP

North 158 feet of Government Lot 3 of Section 5, Township 2 North, Range 7 East of the Black Hills Meridian, Meade County, South Dakota; and the North 158 feet of Government Lot 4 of Section 5, Township 2 North, Range 7 East of the Black Hills Meridian, Meade County, South Dakota, EXCEPTING therefrom Lot 111 of said Government Lot 4, as shown on the plat filed in Plot Book 22, Page 323; AND INCLUDING that portion of Lot 111 located in the north 158 feet of said Government Lot 4, as shown on the plat filed in Plot Book 22, Page 324.

SEPTEMBER 25, 2025
0 150' 300'
SCALE: 1" = 300'



SECTION 32

SECTION 5

GOV'T LOT 3

GOV'T LOT 4

SECTION 1/4 LINE

SECTION 1/16 LINE



66' SECTION LINE
RIGHT-OF-WAY

AREA OF ANNEXATION
84' AC ±

158.0'

SECTION LINE

T3N, R7E

T2N, R7E

158.0'

5

6

NORMAN AVENUE

31

THREE PLAS LANE

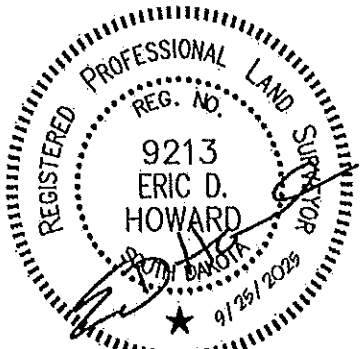
SECTION CORNER

SECTION LINE



RENNER ASSOCIATES, LLC

CIVIL ENGINEERING 4241 TRIPLE CROWN DR, RAPID CITY, SD 57701
LAND SURVEYING PH: 605. 721-7310 RENNERAS800.COM



NOTICE FOR PUBLICATION

Ordinance TSO 2026-01

CITY OF SUMMERSET ZONING ORDINANCE AMENDMENT

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

NOTICE IS HEREBY GIVEN that the City of Summerset will set the first reading on Ordinance #TSO 2026-01 An Ordinance Amending Zoning Ordinance and Map Incorporated at Title 155, Chapter 021.

Said first reading will be held at Summerset City Hall, 7055 Leisure Lane, Summerset SD on May 7th, 2026 @ 6:00 p.m. The purpose of the public hearing is to accept public comment on the proposed amended ordinance on the following described property:

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

Said property will be zone R-3 Multifamily Residential

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

Dated the 2nd day of April 2026.

City of Summerset

Published once on _____, 2026 at the total approximate cost of \$_____.

ORDINANCE 2026-01

§ 155.005 REGULATIONS.

The following general regulations shall apply to all zoning districts.

(A) Except as otherwise provided in this chapter, no building shall be erected, converted, enlarged, reconstructed, or structurally altered, nor shall any structure or land be used, except:

(1) For a purpose permitted in the district in which the structure or land is located;

(2) In conformance with the height and minimum lot requirements, and the parking, loading, stacking, and sign regulations, and any other applicable requirements of the district in which the structure or land is located; and

(3) In conformance with any federal, state, or municipal codes as may be applicable. Where this chapter and another chapter conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

(B) The density and yard regulations of this chapter are minimum regulations for each and every building existing at the effective date of the ordinance codified herein or for any building hereafter erected or structurally altered. No land required for yards or other open spaces about an existing building or any building hereafter erected or structurally altered shall be considered a yard or lot area for more than one building.

(C) Every building hereafter erected or structurally altered shall be located on a lot as herein defined, and in no case shall there be more than one main building on a lot except as otherwise provided in this chapter.

(D) Cooperatives, condominiums, and all other forms of property ownership do not affect the provisions of these regulations. All requirements shall be observed as though the property were under single ownership.

The following general regulations shall apply to all zoning districts as it pertains to mining.

(A) There shall be no mining operation activities permitted within the City of Summerset, nor within one (1) mile of its corporate boundaries. This prohibition is established to protect the health, safety, and welfare of our citizens, to preserve the integrity of our environment and infrastructure, and to ensure the continued quality of life within our community in accordance with this provision.

§ 155.009 DEFINITIONS.

(A) For the purpose of this chapter and in order to carry out the provisions and intentions as set forth herein, certain words, terms, and phrases are to be used and interpreted as defined hereinafter. Words used in the present tense shall include the future tense; words in the singular number include the plural and words in the plural number include the singular; the word "person" includes a firm, partnership, or corporation as well as an individual; the word "lot" includes the word "plot" or "parcel"; the word "building" includes the word "structure"; the term "shall" is always mandatory and not directory; and the word "may" is permissive. The word "used" or "occupied" as applied to any land or building shall be construed to include the words "intended, arranged, or designed to be used or occupied."

(B) The following words, terms, and phrases are defined and shall be interpreted as such throughout this chapter. Terms not herein defined shall have the meaning customarily assigned to them.

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

ABUT. To share any portion of a lot line, including a single point.

ACCESSORY BUILDING. A subordinate building, the use of which is incidental to that of a principal building or buildings located on the same lot therewith. Radio and television antenna towers, and permanent satellite dish antennas and the appurtenant mounting apparatus, excluding guy anchor points, shall be considered an ACCESSORY BUILDING for the purpose of determining setback requirements established in each zoning district.

ACCESSORY BUILDING, PORTABLE. See PORTABLE ACCESSORY BUILDING.

ACCESSORY USE. A use customarily incidental and subordinate to the principal use of land and/or buildings located on the same lot.

(a) An ACCESSORY USE may only be constructed in conjunction with the issuance of a building permit for or following the construction of a primary use.

(b) In the case of adjoining lots under common ownership, an ACCESSORY USE shall only be constructed on the same lot(s) as the primary use.

ADJACENT. Parcels with no private lots between them (can be shared by public right-of-way).

ADJOIN. To share any portion of a lot line, including a single point.

ADVERTISING. This includes any writing, printing, painting, display, emblem, drawing, sign, or other device designed, used, or intended for ADVERTISING, whether placed on the ground, rocks, trees, tree stumps, or other natural structures, or on a building, structure, milestone, signboard, billboard, wallboard, roof board, frame, support, fence, or other

human-made structure, and any such ADVERTISING is a structure within the meaning of the word "structure" as used in this chapter.

ADVERTISING SIGN OR STRUCTURE. See SIGN.

AGRICULTURE. The production, keeping, or maintenance for sale, lease, or personal use, of plants and animals useful to humans, including, but not limited to: forages; sod crops; grains and seed crops; dairy animals and dairy products, poultry and poultry products; livestock, including beef cattle, sheep, swine, horses, ponies, mules, or goats, or any mutations of hybrids thereof, including the breeding and grazing of any or all of such animals; bees and apiary products; fur animals; trees and forest products; fruits of all kinds, including grapes, nuts, and berries; vegetables; nursery, floral, ornamental, and greenhouse products; or lands devoted to soil conservation or forestry management programs. This definition shall not include intensive agricultural activities such as feed lot operations, chicken farms, and agribusiness activities.

ALLEY. A minor right-of-way, dedicated to public use, which affords a secondary means of vehicular access to the back or side of properties otherwise abutting a street and which may be used for public utility purposes.

ALTERATIONS. As applied to a building or structure, this term means a change or rearrangement in the structural parts, or an enlargement, whether by extending on a side or by increasing in height, or the moving from one location or position to another.

AMUSEMENT AND RECREATION ESTABLISHMENTS. Businesses whose primary function is entertainment, such as theaters, billiard halls, and the like.

APARTMENT HOUSE. See DWELLING, MULTIPLE.

AREA, BUILDING. The square footage of the footprint of the principal building and all accessory buildings exclusive of non enclosed porches, terraces, steps, and decks.

ART CENTERS. This includes galleries, accessory museum space, classroom and studio space, the manufacturing of sculptures and other artwork as an accessory use to the gallery space, accessory gift shop, and other accessory uses.

ASSISTED LIVING FACILITY/GROUP CARE HOME. A residential facility licensed by the state that is established for the purpose of providing, on a long-term basis and for monetary compensation, room and board for three or more individuals living as a single household unit, who are unrelated by blood or marriage, and who by reason of age, physical, or mental disability may require personal assistance in achieving personal independence. Such a FACILITY may contain a separate and defined living unit for a resident caretaker or manager. In addition to the above, GROUP CARE HOMES shall include all such facilities licensed by state or federal authority which provide room, board, and other care for three or more person; provided, however, that missions, detoxification centers, and detention and residential inpatient treatment facilities shall not be construed to fall under the definition of GROUP CARE HOMES, whether licensed or not.

AUTOMOBILE WRECKING. The dismantling, storage, sale, or dumping of used motor vehicles, trailers, or parts thereof.

AVERAGE GROUND ELEVATION. The elevation of the mean finished ground surface at the front wall of a structure.

BASEMENT. A story having at least one-half of its height below the average level of the adjoining ground. A BASEMENT shall be counted as one-half story. (See STORY.)

BED AND BREAKFAST. A residence offering overnight lodging and a morning meal, with not more than four guest sleeping rooms for not more than eight persons. A BED AND BREAKFAST in a residential zone shall be regulated as a home occupation.

BILLBOARD. See SIGN.

BOARD. The Board of Zoning Adjustment for the city.

BOARDING HOUSE. A dwelling as distinct from a hotel or rooming house where, for compensation and by prearrangement for definite periods, meals or lodging and meals are provided for three or more but not exceeding 12 persons on a weekly or monthly basis.

BUILDABLE AREA OF A LOT. The portion of a lot bounded by the required rear and side yards and the building setback line.

BUILDING. Any enclosed structure intended for shelter, housing, or enclosure of persons, animals, or chattels.

BUILDING, ACCESSORY. See ACCESSORY BUILDING.

BUILDING, MAIN OR PRINCIPAL. A building or buildings in which is conducted the principal use or uses of the lot. In any commercial or industrial district, more than one principal building for an industrial or commercial use may be permitted on a single lot, provided setback, yard, and lot coverage requirements are met. In any residential district, any single-family, two-family, or multiple dwelling shall be deemed to be the sole PRINCIPAL BUILDING on the lot on which it is situated.

BUILDING OFFICIAL. The official responsible for the administration and enforcement of the various codes regulating construction, use, or occupancy of buildings and structures, public or private.

BUILDING SETBACK LINE. A line delineating the minimum allowable distance between the street right-of-way and the front of a structure, within which no building or other structure shall be placed except as provided in § 155.038, § 155.058, § 155.078, § 155.098, § 155.118, § 155.138, § 155.158, and § 155.178. The BUILDING SETBACK LINE is parallel to or concentric with the street right-of-way.

BUILDING SITE. A single parcel of land occupied or intended to be occupied by a building or structure.

BUSINESS SERVICES. Any activities which render service primarily to other commercial and industrial enterprises, or which service and repair appliances and machines used in a home or business.

CELLAR. The portion of a building between the floor and ceiling which is wholly or partly below grade (adjoining ground elevation) and so located that the vertical distance from grade to the floor below is equal to or greater than the vertical distance from grade to ceiling. (See STORY.)

CLINIC. See MEDICAL FACILITY.

CLUB, PRIVATE. An organization catering exclusively to members and their guests, or premises and buildings for recreational, fraternal, or athletic purposes which are not conducted primarily for gain, providing that any vending stands, merchandising, or commercial activities are conducted only as required generally for the membership of such CLUB, organized formerly by either incorporation or association of a national or state organization.

CNG. Compressed natural gas.

CONDITIONAL USE PERMIT. The permitting of a use of land and/or structures not otherwise permitted by right in the zoning district. Said PERMIT shall be issued by the city stating that the conditional use complies with the conditions and standards set forth in this chapter and authorized by the city.

COMMUNITY CORRECTIONS FACILITY. A 24-hour-per-day minimum security detention facility for county, state, or federal inmates on release from a more restrictive detention facility or offenders initially placed by a court in lieu of a more restrictive detention facility where supervision as well as employment, education, and rehabilitation assistance are provided. The FACILITY may be either a single structure or a grouping of structures on a single site.

CONDOMINIUM. Real property consisting of an undivided interest in portions of a parcel of real property together with a separate interest in space in a residential, industrial, or commercial building on such real property. A CONDOMINIUM may include, in addition, a separate interest in other portions of real property.

CONTIGUOUS. Sharing any portion of a lot line, including a single point.

CONVENTION HOTEL. Any facility which provides a variety of services designed predominately to serve the needs of the convention business. The facility shall be permitted to have 100 square feet of floor space for associated related uses for every 100 square feet of room space. A CONVENTION HOTEL shall have a minimum of 150 rooms and shall provide such facilities as restaurants, lounges, meeting rooms, and similar related retail uses. A minimum of 20% of the rooms shall be business suites.

COUNTRY CLUB. A chartered, membership club, with or without dining facilities and cocktail lounge, catering primarily to its membership, providing one or more of the

following recreational and social amenities: golfing, riding, outdoor recreation, clubhouse, locker room, and pro shop.

COVERAGE. The lot area covered by all buildings located therein, including the area covered by all overhanging roofs.

DAY CARE. The providing of care and supervision of children/adults as a supplement to regular parental/home care, without transfer of legal custody or placement for adoption, with or without compensation, on a regular basis for a part of a day.

DAY CARE, CENTER. A facility used for providing adult or child day care not located in a home and is limited in number by the square footage of useable space available. The ratio is 35 square feet per person indoors and 50 square feet per person outdoors.

DAY CARE, HOME. Care is provided in a dwelling and the number of persons cared for is limited to a maximum of six adults or six children under the age of 14 years. Included in the number of children are the provider's own children six years and under. The dwelling shall be used as the principal use and the day care use shall be accessory.

DAY CARE, FAMILY. Care is provided in a dwelling. The number of persons cared for is seven to 12 adults or children under the age of 14 years including the provider's own children six years and under. The dwelling shall be used as the principal use and the day care use shall be accessory.

DEVELOPMENTAL LOT. A plot plan of one or more lots when signed by the Planning and Zoning Board or its designee. A DEVELOPMENTAL LOT can only be so designated where the lots are under one ownership, as per ownership of record files. Only one residential building and its accessory buildings shall be placed on any DEVELOPMENTAL LOT. In any commercial or industrial district, more than one principal building for an industrial or commercial use may be permitted on a DEVELOPMENTAL LOT provided setback, yard, and lot coverage requirements are met.

DISTRICT. Any section or sections of the city for which the regulations governing use of the land and use, density, bulk, height, and coverage of buildings and other structures are uniform.

DORMITORY. A building containing sleeping rooms for either transient or permanent occupancy.

DRIVE-IN COMMERCIAL USES. Any retail commercial use providing off-street parking and catering primarily to vehicular trade such as drive-in restaurants, drive-in theaters, and similar uses.

DRIVE-IN RESTAURANTS. Any establishment in which patrons, while remaining in their cars, are served food, beverages, or refreshments for consumption on or off the premises.

DUMP. A lot or land or part thereof used primarily for the disposal by abandonment, dumping, burial, burning, or any other means and for whatever purpose of garbage, sewage, trash, refuse, junk, discharged machinery, vehicles, or parts thereof, or waste material of any kind.

DWELLING. A building or portion thereof, exclusive of manufactured homes as herein defined, used for residential purposes. (See DWELLING UNIT.)

DWELLING, MULTIPLE. A detached building designed for occupancy by three or more families living independently of each other, exclusive of auto or trailer courts or camps, hotels, or resort-type hotels.

DWELLING, SINGLE-FAMILY. A detached building designed to be occupied exclusively by one family.

DWELLING, TOWNHOUSE. One of a group of two or more attached single-family dwelling units built on one or more common lot lines. There shall be no overlapping of TOWNHOUSE STRUCTURES with the exception of roof overhangs. Each TOWNHOUSE shall be located on an individually platted lot which may contain open space in addition to the area upon which the dwelling is constructed. The owner of the TOWNHOUSE may also participate in the ownership of common property within a townhouse development.

DWELLING, TWO-FAMILY. A detached building designed to be occupied by two families living independently of each other, exclusive of auto or trailer courts or camps, hotels, or resort-type hotels.

DWELLING UNIT. One or more rooms, designed, occupied, or intended for occupancy as separate living quarters, with cooking, sleeping, and sanitary facilities provided within the DWELLING UNIT for the exclusive use of a single family maintaining a household.

EQUAL DEGREE OF ENCROACHMENT. A standard applied in determining the location of encroachment limits so that floodplain lands on both sides of a stream are capable of conveying a proportionate share of flood flows. This is determined by considering the effect of encroachment on the hydraulic efficiency of the floodplain along both sides of a stream for a significant reach.

FAMILY. One or more persons related by blood, marriage, or adoption, or a group not to exceed five persons (excluding servants) none of whom are related by blood or marriage, occupying the premises, and living as a single nonprofit housekeeping unit as distinguished from a group occupying a boarding or lodging house, hotel, club, or similar dwelling for group use. A FAMILY shall be deemed to include domestic servants employed by the FAMILY.

FARMER'S MARKET. The offering for sale of fresh agricultural products directly to the consumer at an open air market designated by the council as a community activity.

FAST-FOOD RESTAURANTS.

(a) Any restaurant in which food is served to patrons in disposable containers.

(b) **DISPOSABLE CONTAINERS** shall be defined as but not limited to those containers made of paper, plastic, or styrofoam, and which are intended to be discarded after use.

FENCE. Any partition, structure, wall, or gate erected as a dividing marker, barrier, or enclosure located on the boundary lines or within the required yard.

FLOOD. A temporary rise in stream level that results in inundation of area not ordinarily covered by water.

FLOOD FREQUENCY. The average frequency, statistically determined, for which it is expected that a specific flood level or discharge may be equaled or exceeded.

FLOODWAY. The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.

FLOOR AREA. The sum of the gross floor area for each of the several stories under roof, measured from the exterior limits or faces of a building or structure.

FOOD PROCESSING. The preparation of food products for retail sale on the premises.

FRATERNITY OR SORORITY HOUSE. A building housing the members of a fraternity or sorority group living together under a cooperative arrangement as distinct from a boarding or lodging house or private club.

FRONTAGE. All the property on one side of a street between two intersecting streets (crossing or terminating) measured along the line of the street, or, if the street is dead-ended, then all of the property abutting on one side between an intersecting street and the dead end of the street.

GARAGE, ATTACHED. There must be no less than six feet of common wall between the house and garage, or a common roof carried over both the primary structure and the auxiliary building.

GARAGE, PRIVATE. An accessory building or part of a main building used primarily for storage and which shall not be used for commercial purposes. The maximum cumulative allowable size of all garages or carports shall be 1,500 square feet or 30% of the size of the gross floor area of the dwelling unit(s), whichever is greater. In no event shall the size of the building footprint of the garage(s) or carport(s) exceed the footprint of the dwelling unit(s). The garage(s) or carport(s) shall be used only by persons residing on the premises.

GARAGE, PUBLIC. Any garage other than a private garage, available to the public, which is used for the storage, repair, rental, greasing, washing, sales, servicing, adjusting, or equipping of automobiles or other motor vehicles.

GARAGE, REPAIR. A building in which are provided facilities for the care, servicing, repair, or equipping of motor vehicles.

GARDEN CENTERS. A retail and/or wholesale establishment consisting of one or more of the following uses: greenhouses, tree or plant nurseries, and landscaping sales and service.

GASOLINE SERVICE OR FILLING STATION. Any area of land, including structures thereon, that is used for the retail sale of gasoline, butane, or propane, oil fuels, or other automobile accessories and for servicing motor vehicles, but not including painting.

GRADE, ADJACENT GROUND ELEVATION. The lowest part of elevation of the finished surface of the ground surface, paving, or sidewalk within the area between the building and the property line, or when the property line is more than five feet from the building, between the building and a line five feet from the building.

GRADE, ESTABLISHED. The elevation of the centerline of the streets as officially established by the city authorities.

GRADE, FINISHED. The completed surfaces of lawns, walks, and roads brought to grades as shown on official plans or designs relating thereto.

GROUP HOME. An activity providing personal assistance to six or more individuals unrelated by blood or marriage who, by reason of mental or physical disability, addiction to drugs or alcohol, or family and school adjustment problems, require specialized attention and care in order to achieve personal independence. Such assistance must include board and room, and may include counseling, rehabilitative services and other incidental services customarily provided by GROUP HOMES. This shall not include missions, detoxification centers, or detention centers.

HEALTH DEPARTMENT. The County Health Department or State Health Department.

HEIGHT. As related to zoning district height regulations, the vertical distance measured from the average ground elevation of the proposed finished grade to the highest point of the roof for flat roofs, to the deck line of mansard roofs, and to the mean height between eaves and ridge for gable, hip, and gambrel roofs.

HISTORICAL MONUMENTS AND/OR STRUCTURES. Any antique structure or building existing contemporaneously with and commonly associated with an outstanding event or period of history, and any structure or building in which the relics and/or mementos of such event or period are housed and preserved and that have been officially designated by the city, state, or federal government.

HOME OCCUPATION. Any activity conducted for financial gain by the occupants of any dwelling unit which is located within a residential zoned district.

HOSPITAL. See MEDICAL FACILITIES.

HOTEL, MOTEL, MOTOR COURT, MOTOR LODGE, or TOURIST COURT. Any building or group of buildings containing guest rooms or dwelling units, some or all of which have a separate entrance leading directly from the outside of the building with garage or parking space conveniently located on the lot, and designed, used, or intended wholly or in part for the accommodation of transient guest.

HOUSE TRAILER. See MANUFACTURED HOME.

HOUSE TRAILER PARK. See MANUFACTURED HOME PARK.

HIGH-TECH INDUSTRIAL PRODUCTION FACILITY. A facility predominantly utilizing computerized or robotic production techniques with limited labor requirements, including,

but not limited to, computerized printing processes, robotic parts manufacturing, and the like.

INTERNATIONAL BUILDING CODES. The International Building Codes as officially adopted by the city in Chapter 152.

JUNKYARD or SALVAGE YARD. A lot, land, or structure, or part thereof, used primarily for the collecting, storage, and sale of wastepaper, rags, scrap metal, or discarded material; or for the collecting, dismantling, storing, and salvaging of machinery or vehicles not in running condition, or for the sale of parts thereof.

KENNEL. Any lot or premises or portion thereof where four or more dogs, cats, rabbits or other household/domesticated animals, six months of age or older, are maintained, boarded, bred, or cared for, in return for any compensation, or are kept for the purpose of sale. A retail store meeting the definition of "pet store" as contained in the definition for "pet store" below is not a KENNEL for purposes of zoning.

LEGAL NONCONFORMING USE. A building, structure, or use of land existing at the time of enactment of this title not legally conforming to the regulations of the district in which it is situated.

LOADING SPACE. A space within the main building or on the same lot therewith, providing for the standing, loading, or unloading of a truck.

LOT. A platted parcel of land which is or may be occupied by a building and its accessory buildings.

LOT, AREA. The total horizontal area included within lot lines.

LOT, CORNER. A lot on which at least two adjoining sides abut for their full lengths on a street, provided that the interior angle at the intersection of two such sides is less than 135 degrees. A CORNER LOT shall be deemed to have two front lot lines and two side lot lines.

LOT, DEPTH. The average distance from the street line of the lot to its rear line, measured in the general direction of the side lines of the lot.

LOT, DOUBLE-FRONTAGE. A lot which runs through a block from street to street and which has two nonintersecting sides abutting on two or more streets.

LOT, FRONTAGE. The dimension of a lot or portion of a lot abutting on a street.

LOT, INTERIOR. A lot other than a corner lot.

LOT LINE, FRONT. In the case of an interior lot, the line separating the lot from the street. In the case of a corner or double-frontage lot, the line separating the lot from that street which is designated as the front street in the request for building permit.

LOT LINE, REAR. The lot boundary opposite and most distant from the front lot line. In the case of a pointed or irregular lot, it shall be an imaginary line parallel to and farthest from the front lot line, not less than ten feet long and wholly within the lot.

LOT LINES. The lines bounding a lot as defined herein.

LOT LINE, SIDE. Any lot boundary line not a front lot line or a rear lot line.

LOT WIDTH. The width of a lot at the building setback line measured at right angles to its depth.

MANUFACTURED HOME.

(a) A portable dwelling unit designed and constructed to be towed on its own chassis, comprised of frame and wheels, and designed to be connected to utilities for year-round occupancy.

(b) The term shall include:

(1) Units containing parts that may be folded, collapsed, or telescoped when being towed and that may be expanded to provide additional cubic capacity; and

(2) Units composed of two or more separately towable components designed to be joined into one integral unit capable of being separated again into the components for repeated towing.

(c) The term shall include units designed to be used for residential, commercial, educational, or industrial purposes, excluding, however, recreational vehicles, and travel trailers.

MANUFACTURED HOME PARK. Any area, tract, or site or plot of land not less than ten acres whereupon "manufactured homes" as herein defined are placed, located, or maintained, or intended to be placed, located, or maintained, and shall include all accessory buildings used or intended to be used as part of the equipment thereof.

MANUFACTURED HOME SPACE. A defined plot of ground or lot within a manufactured home park which is designed for and designated as the location for two automobiles and one manufactured home, and not used for any other purposes whatsoever other than customary accessory uses.

MEDICAL FACILITIES. This term includes:

(a) CONVALESCENT, REST, OR NURSING HOME. A health facility where persons are housed and furnished with meals and continuing nursing care for compensation;

(b) DENTAL CLINIC or MEDICAL CLINIC. A facility for the examination and treatment of ill and afflicted human outpatients, provided, however, that patients are not kept overnight except under emergency conditions;

(c) DENTAL OFFICE or DOCTORS' OFFICES. The same thing as dental or medical clinic;

(d) FUNERAL HOME. An establishment with facilities for the preparation of the dead for burial or cremation, for the viewing of bodies, and for funerals;

(e) HOSPITAL. An institution providing health services primarily for human inpatient medical or surgical care for the sick or injured and including related facilities such as laboratories, outpatient departments, training facilities, central services facilities, and staff offices which are an integral part of the facilities;

(f) PUBLIC HEALTH CENTER. A facility primarily utilized by a health unit for the provision of public health services including related facilities such as laboratories, clinics, and administrative offices operated in connection therewith; and

(g) SANATORIUMS. An institution providing health facilities for inpatient medical treatment or treatment and recuperation using natural therapeutic agents.

MICRO CELL CELLULAR COMMUNICATIONS FACILITIES. Cellular communications facilities providing communications coverage to a geographically limited and specifically defined area (e.g., a topographically constrained area due to natural or urban built environment). Such facilities are integrated with standard cellular technology (i.e., a macro cell) to provide wireless communication services to the public. The installation of such FACILITIES shall be allowed on the top of existing buildings as a permitted use in certain zoning districts if all of the following criteria are met (otherwise a use on review permit shall be required):

(a) No new antenna tower is erected (and the micro cell facility is located on buildings in compliance with this definition);

(b) No antenna shall be located within 30 inches of any space occupied by or available to the public;

(c) No antenna shall exceed six square feet in area;

(d) The equipment shelter associated with a micro cell site may not exceed 100 square feet in floor area;

(e) The antenna may be mounted on a roof only if the height of the antenna at the highest point does not exceed the horizontal distance from the antenna to the nearest edge of the rooftop;

(f) Facade mounted antenna may not exceed five feet above the facade to which it is attached with a maximum projection of 18 inches;

(g) Facade mounted antenna and supporting electrical and mechanical equipment must be the same color as the supporting structure so as to make the antenna and related equipment as unobtrusive as possible;

(h) Any micro cell facilities and related structures shall be situated in such a way that no interference with firefighting apparatus or emergency access or exits shall result;

(i) No more than two micro cell antennas and related accessory structures shall be located on any single building rooftop; and

(j) All necessary plans, specifications, and structural calculations shall be submitted to the Building Official and if necessary, a building permit application shall be approved prior to the construction of the micro cell facility.

MINIMUM FLOOR ELEVATION. The lowest elevation permissible for the construction, erection, or other placement of any floor, including a basement floor.

MINING OPERATIONS. "Mining operation," the development or extraction of a mineral from its natural occurrence on affected land and includes state sand, gravel, construction aggregate, surface mining and surface operation, in situ mining, the reprocessing of tailings piles, the disposal of refuse from underground mining, milling and processing located on the land described in the application for a mining permit, and stand-alone milling and processing facilities utilizing chemical or biological leaching agents and the extraction of any material by use of explosives. The term does not include exploration activities, bulk sampling, the exploration and extraction of natural petroleum in a liquid or gaseous state by means of wells or pipe, borrow excavation for embankments, or the extraction of geothermal resources.

MISSIONS. An activity providing personal assistance on a nonprofit basis to individuals of an indigent status. Such assistance must include food and/or shelter and may, in addition, include religious instruction, counseling, and other incidental services customarily provided by MISSIONS.

MODULAR HOME. This consists of finished units composed of two or more components designed to be joined into one integral unit not capable of being separated into its components for moving and towing; designed to be placed on a permanent foundation with or without a basement. To be classed as a MODULAR HOME, the completed unit must meet with the specifications of the following:

- (a) Building Code, as adopted;
- (b) Electric Code, as adopted;
- (c) Plumbing Code, as adopted;
- (d) Mechanical Code, as adopted.

NONCONFORMING USE. A structure or use of land existing at the time of enactment of the ordinance codified herein which does not conform to the regulations of the district in which it is located.

NOXIOUS MATTER. Material (in gaseous, liquid, solid, particulate, or any other form) which is capable of causing injury to living organisms by chemical reaction or is capable of causing detrimental effects upon the social, economic, or psychological well-being of individuals.

OBSTRUCTION. Any dam, wall, wharf, embankment, levee, dike, pile, abutment, projection, excavation, channel, rectification, bridge conduit, culvert, building, wire fence, rock gravel, refuse, fill, structure, or matter in, along, across, or projecting into any channel, watercourse, or regulatory flood hazard area which may impede, retard, increase, or

change the direction of the flow of water, either in itself or by catching or collecting debris carried by such water, or that is placed where the flow of water might carry the same downstream to the damage of life or property.

ON-SALE LIQUOR ESTABLISHMENT. Any use which has been licensed to sell malt beverages, wine, or other alcoholic beverages for consumption upon the premises where sold, except for temporary on-sale license for convention hall and a special malt beverage retailers license.

OPEN SPACE. The total area of all land on a lot not covered by structures or parking lots.

PARKING LOT. An off-street facility including parking spaces along with adequate provision for drives and aisles for maneuvering and giving access, and for entrance and exit, all laid out in a way to be usable for the parking of more than six automobiles.

PARKING SPACE/OFF-STREET. A hard surfaced parking area of not less than 171 square feet per parking space located behind the curb line of a public street, within a garage or carport, or outside the maintained driving surface of a public street.

PENTHOUSE. An enclosed structure other than a roof structure, located on a roof, extending not more than 12 feet above the roof.

PET STORE. A retail facility providing for the sale of animals and accessory products. A PET STORE does not include the boarding or breeding of animals for compensation.

PLANNED DEVELOPMENT. A procedure set forth in this chapter which allows for some deviation from the conventional zoning and subdivision ordinances. Each PLANNED DEVELOPMENT shall have a set of development standards and all approved PLANNED DEVELOPMENTS shall be in keeping with the city's Comprehensive Plan. PLANNED DEVELOPMENTS are regulated by §§ 155.155 through 155.162.

PLANNING AND ZONING BOARD. The Planning Commission for the city which is delegated authority by SDCL Ch. 11-6 and the Board of Commissioners to review proposals for land use and building projects, zoning allocations, and revisions and make recommendations to the Board of Commissioners for approval/disapproval or adoption, respectively.

PLAT. A map, plan, or layout indicating the location and boundaries of individual properties drawn in compliance to state's requirements.

PORTABLE ACCESSORY BUILDING. A subordinate building, the use of which is incidental to that of a principal building or buildings located on the same lot therewith and which can be moved on skids or by some other means. The building must be 120 square feet or less and have no footing or foundation to be considered a PORTABLE ACCESSORY BUILDING.

PRINCIPAL USE. The specific primary purposes for which the land or buildings are used. In any commercial or industrial district, more than one PRINCIPAL USE of an industrial or commercial nature may be permitted on a single lot provided setback, yard, and lot coverage requirements are met. In any residential district, any single-family, two-family, or

multiple dwelling shall be deemed to be the sole PRINCIPAL USE on the lot on which it is situated.

PUBLIC USES. Public parks, schools, and administrative, cultural, and service buildings not including public land or buildings devoted solely to the storage and maintenance of equipment and material.

PUBLIC UTILITY. Any person, firm, corporation, municipal department, or board duly authorized to furnish and furnishing under state or municipal regulations, to the public, electricity, gas, steam, communication, telegraph, transportation, or water.

QUARRY. A lot or land or part thereof used for the purpose of extracting stone, sand, gravel, or top soil for sale, as an industrial operation, and exclusive of the process of grading a lot preparatory to the construction of a building for which application for a building permit has been made.

REACH. A hydraulic engineering term to describe a segment of a stream or river that generally contains a specified feature that is either uniform throughout or requires special attention or study. A REACH will generally include the segment of the floodway area where flood heights are influenced by a human-made or natural obstruction (e.g., a segment of a stream or river between consecutive bridge crossings). A "significant reach" may include more than one normal REACH based upon the extent of the proposed change.

RECREATIONAL FACILITIES. Country clubs, riding stables, golf courses, and other private noncommercial recreation areas and facilities, or recreation centers including private swimming pools.

RECYCLABLES, HOUSEHOLD. Waste material from normal household operations accepted at recycling centers including, but not limited to, glass, plastic, aluminum, tin, newspaper, cardboard, lawn clippings, leaves, and tree branches.

REGULATORY FLOOD. A flood which is representative of large floods known to have occurred generally in the area and reasonably characteristic of what can be expected to occur in a particular stream. The REGULATORY FLOOD generally has a frequency of approximately 100 years determined from an analysis of floods on a particular stream and other streams in the same general region.

REGULATORY FLOOD PROTECTION ELEVATION. The elevation to which uses regulated by this title are required to be elevated or flood-proofed.

REQUIRED SETBACK. A distance necessary to obtain the minimum front, side, and rear yards required in this chapter.

ROOMING HOUSE. Other than a boarding house, where lodging only is provided for compensation to three or more, but not exceeding 12 persons. A building which has accommodations for more than 12 persons shall be defined as a "hotel" under the terms of this chapter.

SANATORIUM. See MEDICAL FACILITY.

SANITARY SEWER. A municipal or community sewage disposal system of a type approved by the Department of Environment and Natural Resources.

SCHOOL, PRIVATE. An institution of learning that is not tax supported, including colleges and universities.

SCHOOL, PUBLIC. A tax-supported institution of learning, including colleges and universities.

SELF-SERVICE LAUNDRY. A laundry providing home-type washing, drying, and ironing machines for hire to be used primarily by the customers on the premises.

SIGN. See §§ 155.270 through 155.280.

SOD FARMS. An establishment engaged in the growing of turf grass for ultimate harvesting and sale.

SORORITY. See FRATERNITY.

STORY. The portion of a building, other than a basement, included between the surface of any floor and the surface of the floor next above it, or if there be no floor above it, then the space between the floor and the ceiling next above it (per Building Code as adopted).

STORY, HALF. A story under a gable, hip, or gambrel roof, the wall plates of which on at least two opposite exterior walls are not more than two feet above such story (per Building Code as adopted).

STREAM. An area subject to constant, periodic, or occasional inundation.

STREET. A public or private thoroughfare which affords the principal means of access to abutting property.

STREET GRADE. The officially established grade of the street upon which a lot fronts or in its absence the established grade of other streets upon which the lot abuts, at the midpoint of the frontage of the lot thereon. If there is no officially established grade, the existing grade of the street at such midpoint shall be taken as the STREET GRADE.

STREET, INTERSECTING. Any street which joins another street at an angle, whether or not it crosses the other.

STREET LINE. The legal line between street right-of-way and abutting property.

STRUCTURE. A combination of materials to form a construction that is safe and stable and includes, but is not limited to, the following: stadiums, platforms, radio and television antenna towers, permanent satellite dish antennas, and the appurtenant mounting apparatus, sheds, storage bins, fences, and display signs.

TAX INCREMENTAL FINANCIAL DISTRICT. As defined by state law.

TEMPORARY TRAILER PARKS OR CAMPGROUNDS. A tract of land within any non-residential or general agricultural district whereupon travel or camping trailer, as defined

under "trailer, travel or camping," or any tent, a temporary use permit may be issued for a period not to exceed 30 days.

THEATER, MOVING PICTURE. A building or part of a building devoted to the showing of moving pictures on a paid admission basis.

THEATER, OUTDOOR DRIVE-IN. An open lot or part thereof, with its appurtenant facilities, devoted primarily to the showing of moving pictures or theatrical productions on a paid admission basis to patrons seated in automobiles or on outdoor seats.

TOURIST CABIN. See HOTEL/MOTEL.

TOURIST COURT. See HOTEL/MOTEL.

TOURIST HOME. A dwelling in which sleeping accommodations in not more than four rooms are provided or offered for transient guests for compensation.

TRAILER. See MANUFACTURED HOME.

TRAILER COURT. See MANUFACTURED HOME COURT.

TRAILER, HAULING. A vehicle which is designed for hauling animals, produce, goods, or commodities, including boats, said vehicle to be pulled behind an automobile or truck.

TRAILER, TRAVEL OR CAMPING. A portable or mobile living unit used for temporary human occupancy away from the place of residence of the occupants, and not constituting the principal place of residence of the occupants.

USE. The specific purpose for which land or a building is designed, arranged, intended, or for which it is or may be occupied or maintained. The term "permitted use" or its equivalent shall not be deemed to include any nonconforming use.

UTILITIES. Municipal and franchised utilities.

UTILITY FACILITY, NEIGHBORHOOD. Telephone, electric, and cable television lines, poles, and equipment; water or gas pipes, mains, and valves; sewer pipes and valves; lift stations; telephone exchanges and repeaters; and all other facilities and equipment necessary for conducting a service by a government or a public utility excluding yards and outdoor facilities that do not exceed 150 square feet of area.

UTILITY FACILITIES, PUBLIC. See UTILITY FACILITIES, NEIGHBORHOOD. The definition is the same as the neighborhood except that yards and outdoor facilities that exceed 150 square feet of area are allowable.

VARIANCE. An officially approved exception to the strict interpretation of this chapter's requirements and regulations as set forth. An approved VARIANCE is a vested property right that runs with the land.

VEHICLE, INOPERABLE. A vehicle which has one or more major components missing or severely damaged for a period of 24 hours or more. Major components include: wheels,

windshields, engine, transmission, and major body parts, such as the doors, hood, trunk, roof, and quarter panels.

WALKWAY. A hard surface path or area for pedestrians to include sidewalks with a minimum width of 48 inches.

WAY. A street or alley or other thoroughfare or easement permanently established for passage of persons or vehicles.

WIND ENERGY CONVERSION SYSTEM (WECS). An aggregation of parts including the base, tower, generator, rotor, blades, supports, guy wires, and accessory equipment such as utility interconnections, battery banks, and the like in such a configuration as necessary to convert the power of wind into mechanical or electrical energy. WECS are also known as wind chargers, windmills, or wind turbines.

YARD. An open space between a building and the lot lines, unoccupied and unobstructed by any portion of a structure from the ground upward, except where otherwise specifically provided in this chapter, that building or structure may be located in a portion of a YARD required for a main building. In measuring a YARD for the purpose of determining the width of the side yard, the depth of a front yard or the depth of a rear yard, the shortest horizontal distance between the lot line and the main building shall be used.

YARD, FRONT. An open unoccupied space on the same lot with a main building extending the full width of the lot and situated between the street line and the front line of the building projected to the side line of the lot. The depth of the FRONT YARD shall be measured between the front line of the building and the street line.

YARD, REAR. An open (other than for permitted accessory structures) space on the same lot with the principal building between the rear line of the building and the rear line of the lot and extending the full width of the lot.

YARD, SIDE. An open unoccupied space on the same lot with the building, situated between the building and the side line of the lot and extending from the front yard to the rear yard. Any lot line not a rear line or a front line shall be deemed a side line.

ZONING DISTRICT. See DISTRICT.

Dated this 2nd day of April, 2026.

CITY OF SUMMERSET

BY: _____
Michael Kitzmiller, Mayor

ATTEST:

BY: _____
Lisa Fischer, Finance Officer

VOTE:

Kitzmilller:

Markham:

Hirsch:

Pulscher:

First Reading: March 19th, 2026

Second Reading: April 2nd, 2026

Adopted: April 2nd, 2026

Published:

Effective:

Published once at the approximate cost of _____.

**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 Chestnut Street and Pine 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 STATE PROJECT, 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, that the CITIES request to be constructed on the highway.

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



ALTA COMMITMENT FOR TITLE INSURANCE
issued by
FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

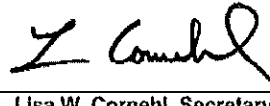
COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, First American Title Insurance Company, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: 
Sally F. Tyler, President

By: 
Lisa W. Cornehl, Secretary

FIRST AMERICAN TITLE COMPANY OF SOUTH DAKOTA
801 Mt. Rushmore Road
Suite 100
Rapid City, SD 57701
174075

By: 
Authorized Countersignature

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I—Requirements; [and]
- f. Schedule B, Part II—Exceptions; [and]
- g. a counter-signature by the Company or its issuing agent that may be in electronic form].

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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Form 50250746 (6-24-24)





5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing [and authenticated by a person authorized by the Company].
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

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This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

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Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: **FIRST AMERICAN TITLE COMPANY OF SOUTH DAKOTA LLC**
Issuing Office: **801 Mt. Rushmore Road, Suite 100, Rapid City, SD 57701**
Issuing Office's ALTA® Registry ID: **0002683**
Loan ID Number:
Commitment Number: **174075**
Issuing Office File Number: **174075**
Property Address:
Revision Number:

SCHEDULE A

1. Commitment Date: **March 5, 2026 at 7:30 am**
2. Policy to be issued:
 - (a) 2021 ALTA® Owner's Policy (Standard Coverage)
Proposed Insured: **City of Summerset, a South Dakota municipal corporation**
Proposed Amount of Insurance: **\$425,000.00**
The estate or interest to be insured: **FEE SIMPLE**
 - (b)
Proposed Insured:
Proposed Amount of Insurance: **\$**
The estate or interest to be insured: **FEE SIMPLE**
3. The estate or interest in the Land at the Commitment Date is **Fee Simple**.
4. The Title is, at the Commitment Date, vested in:
South Dakota Department of Transportation
5. The Land is described as follows:
See continuation of Schedule A.

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LEGAL DESCRIPTION

Lot A of Tract W of the East Half of the Northeast Quarter (E1/2NE1/4) of Section 6, Township 2 North, Range 7 East of the Black Hills Meridian, City of Summerset, Meade County, South Dakota, as shown on the plat filed in Plat Book 29, Page 67.

-AND-

Tract B of the Southwest Quarter of the Southeast Quarter (SW1/4SE1/4) of Section 31, Township 3 North, Range 7 East of the Black Hills Meridian, City of Summerset, Meade County, South Dakota, as shown on the plat filed in Plat Book 7, Page 37.

-AND-

Tract BW of Johnson Subdivision, City of Summerset, Meade County, South Dakota, as shown on the plat filed in Plat Book 13, Page 90.

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SCHEDULE B, PART I—Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Provide this Company with the following:
 - a. Any off record leases, options, or any other agreements affecting the Land.
 - b. Affidavit, Agreement and Lien Guaranty.
 - c. If extended coverage on an Owner's Policy is desired, an additional premium may be charged and we must be given a survey satisfactory to this Company.
5. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. Provide this Company with documentation that the land described in Schedule A herein, is being sold in accordance to SDCL 31-19-60 and SDCL 31-2-27 pertaining to the sale of real property by the Department of Transportation.
 - b. Record Deed from The State of South Dakota, acting by and through the South Dakota Department of Transportation to the City of Summerset, a South Dakota municipal corporation.

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SCHEDULE B, PART II—Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Taxes or assessments which are not shown by the Public Records but which could be ascertained by an inspection of said Land or by making inquiry of persons in possession thereof.
3. Rights or claims of parties in possession not shown by the Public Records.
4. Easements, or encumbrances not shown by the Public Records.
5. The effect on the Title of an encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment (including an encroachment of an improvement across the boundary lines of the Land), but only if the encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment would have been disclosed by an accurate and complete land title survey of the Land.
6. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
7. Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
8. The lien of the General Taxes for the year 2026, and thereafter.
9. 2025 real estate tax are currently considered tax exempt by the Office of the Meade County Director of Equalization: The tax identification number is 0C.66.0W.
This pertains to Tract W of E1/2NE1/4; Lot H1: Lot H2 of E1/2NE1/4 of Sec. 6, T2N, R7E, from which Lot A of Tract W of the E1/2NE1/4 of Sec. 6, T2N, R7E BHM was platted from..
10. 2025 real estate tax are currently considered tax exempt by the Office of the Meade County Director of Equalization: The tax identification number is 0C.54.0B.
This pertains to Tract B of SW1/4SE1/4 of Sec. 31, T3N, R7E BHM and Tract BW of Johnson Subdivision.
11. No coverage is provided for unpaid utility, water, or sewer services or fees for tree, weeds, grass and snow or garbage removal.
12. Patent Reservations of Record.
13. Ownership or title to any mineral interest, whether of the public record or not, including without limitation any oil and gas leases or oil, gas, coals, hydrocarbons and other minerals or mining rights and the effect on the surface of the exercise of the mineral or mining rights.
14. The terms and conditions of the Permanent Right-of-Way Permit granted to Northwestern Bell Telephone Company, a corporation, upon or adjacent to the SE1/4SW1/4 of Sec. 31, T3N, R7E; NW1/4NE1/4, SE1/4NE1/4 and SE1/4 of Sec. 6, T2N, R7E BHM, as set forth in instrument recorded April 15, 1929, in Book 151, Page 266.

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15. The terms and conditions of the Easement granted to Black Hills Utilities Company, through, over, under and across the S1/2NE1/4, NW1/4NE1/4, NW1/4SE1/4, 24 acres in NW1/4 and E1/2SE1/4 of Sec. 31, T3N, R7E BHM, as set forth in instrument recorded May 25, 1931, in Book 157, Page 73.
16. The terms and conditions of the Pole Line Permit granted to Consolidated Power and Light Company of South Dakota, a corporation, over and across the S1/2SE1/4 of Sec. 31, T3N, R7E and the E1/2NE1/4 and NE1/4SE1/4 of Sec. 6, T2N, R7E BHM, as set forth in instrument recorded April 16, 1937, in Book 167, Page 271.
17. The terms and conditions of the Pipe Line and Telephone Line Easement granted to Montana-Dakota Utilities Co., a corporation, through, over, under and across the E1/2SE1/4 of Sec. 31, T3N, R7E BHM, as set forth in instrument recorded June 5, 1954, in Book 241, Page 479.
-Said Easement was assigned to Williston Basin Interstate Pipeline Company, a corporation, as set forth in instrument recorded in Book 404, Pages 712-738.
18. The terms and conditions of the Right of Way Permit granted to Black Hills Power and Light Company, a Corporation, upon, over and across the NE1/4 of Sec. 6, T2N, R7E BHM, as set forth in instrument recorded January 7, 1959, in Book 261, Page 157.
19. The terms and conditions of the Right of Way Permit granted to Black Hills Power and Light Company, a Corporation, upon, over and across the NW1/4NE1/4 of Sec. 6, T2N, R7E and the SW1/4SE1/4 of Sec. 31, T3N, R7E BHM, as set forth in instrument recorded February 10, 1961, in Book 269, Page 517.
20. The terms and conditions of the Buried Inter-Exchange Facility Easement granted to Northwestern Bell Telephone Company, an Iowa corporation, upon, under and across Tract W of the NE1/4 of Sec. 6, T2N, R7E BHM, as set forth and shown in instrument recorded October 15, 1985, in Book 403, Pages 690-691.
21. The terms and conditions of the Buried Inter-Exchange Facility Easement granted to Northwestern Bell Telephone Company, an Iowa corporation, upon, under and across Tract BW of Johnson Subdivision in SE1/4SE1/4 of Sec. 31, T3N, R7E BHM, as set forth and shown in instrument recorded October 15, 1985, in Book 403, Pages 692-693.
22. The terms, conditions and stipulations of the subject lands inclusion in the Meade County zoning jurisdiction as evidenced by the Map of Stagebarn Special Zoning Area recorded May 6, 2010, in Plat Book 23, Pages 144-170 and approved in the Resolution recorded May 6, 2010, in Book 796, Page 830.
23. Statutory section line right-of-way 33 feet on either side of all section lines affecting subject land, pursuant to SDCL, Chapter 31-18.
24. A note on the filed plat of Tract BW, as set forth on the plat filed in Plat Book 13, Page 90, as follows:
"Tract BW is being platted for the express purpose of providing access from Tract W to Tract B, and so this piece of land may be transferred by deed to the owner of Tract W and Tract B."
25. Any right, title, or interest claimed by any lessee or tenant, or by an assignee of same, in any portion of the Land by virtue of any unrecorded lease, agreement, or memorandum thereof, including, but not limited to, any option to renew, option to purchase, and restriction against another business of the same nature.

If there are any questions concerning this Commitment, please call **Tucker Handcock** at **605-348-4200** or email **tucker@firstamsd.com**.

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