

**SUMMERSET CITY COMMISSION
REGULAR MEETING
SUMMERSET MUNICIPAL BUILDING
7055 LEISURE LANE
THURSDAY, December 1st, 2022 6:00 P.M.**

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

Mayor Torno led in the Pledge of Allegiance.

Commissioner Butler gave the invocation.

Motion by Hirsh, second by Nasser to approve the agenda for the regular meeting of the Summerset City Commission for December 1st, 2022. Motion carried.

CONSENT CALENDAR

Motion by Butler, second by Nasser to approve the minutes of the Regular meeting of November 17th, 2022 as presented or amended. Motion carried.

APPROVAL OF CLAIMS

Motion by Nasser, second by Kitzmiller to approve the claims and hand checks in the amount of \$60,437.80 from November 17th, 2022 through November 30th, 2022 as presented or amended. Motion carried.

A&B BUSINESS SOLUTIONS	Monthly Contract	333.72
AMBROSE, JONATHAN	Phone Stipend	50.00
ANGLIN, MITCH	Phone Stipend	50.00
BAUMEISTER, STEPHANY	Phone Stipend	50.00
BLACK HILLS ENERGY	Utilities	5,231.26
Butler, Dave	Phone Stipend	50.00
CANDACE SEALEY	Phone Stipend	50.00
CITY OF RAPID CITY	Solid Waste Hauler License	20.00
CMS SERVICES	WWTP Repair AC	448.98
DAVIS, OWEN	Phone Stipend	50.00
FRESH START CLEANING & GOLDEN WEST TECHNOLOGIES	Carpet Cleaning City Hall	947.50
	Managed Services	1,843.00
HERMANSON EGGE ENGINEERING	Building Inspection Services	1,945.00
HIRSCH, CLYDE	Phone Stipend	50.00
KITZMILLER, MICHAEL	Phone Stipend	50.00
Kayl, Anthony	Phone Stipend	50.00
LIGHT, JAMES	WWTP DEP Refund	108.87
M&W TOWING	Mack Garbage Truck Tow	297.50
MDU	Utilities	309.29
NASSER, ALEXIS	Phone Stipend	50.00
NORTHERN TRUCK EQUIPMENT CO	Cameras	9,525.00
O'GRADY, BRENDA	Phone Stipend	50.00
ON-SITE FIRST AID & SAFETY	First Aid Supplies	25.85

SCHIEFFER, LISA	Phone Stipend	50.00
SD CITY MANAGEMENT ASSOCIATION	2023 Dues	150.00
SD GOVERNMENTAL FO ASSOC	Finance Officers Association	40.00
SD GOVERNMENTAL HR ASSOCIATION	SD Govt Human Resource Dues	25.00
SD Secretary of State	Candace Notary	30.00
SDML	2023 Dues	2,398.85
SDRS-SUPPLEMENTAL	Supplemental Retirement	570.00
SERVALL UNIFORM & LINEN SUPPLY	Monthly Contract	162.89
SMITH, JEFF	Phone Stipend	50.00
TORNO, MELANIE	Phone Stipend	50.00
Verizon Wireless	LE Voice & mobile Broadband	380.12
WILD WEST SCREEN PRINTING	Brushed Panel Cap Embroidery	73.68

APPROVAL OF PAYROLL – NOVEMBER 2022 – SDCL 6-1-10

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

Dept. 4000 - \$19,361.68 Wastewater/Public Works

Dept. 4110 - \$2,333.32 Commission

Dept. 4120 - \$1,083.33 Mayor

Dept. 4140 - \$11,454.82 Finance

Dept. 4210 - \$33,415.57 Police

Dept. 4652 - \$300.00 Planning & Zoning

COMMISSION REPORTS

Kitzmiller, Butler, Nasser, Hirsch, and Torno gave monthly reports.

NEW HIRES

Stephany Baumeister – assistant finance officer \$16.00 starting date 11/21/2022

Motion by Kitzmiller, second by Nasser to approve new hire Stephany Baumeister at \$16.00 per/hr. Motion carried.

PAYROLL CHANGE- POLICE DEPARTMENT

90-day review Derek Uebel Currently \$20.00 per/hr. to \$22.00 per/hr.

Motion by Hirsch, second by Butler to approve the payroll change for Derek Uebel increase to \$22.00. Motion carried.

CYBER SECURITY CREDIT PROGRAM – CYBER INCIDENT RESPONSE PLAN

Motion by Butler, second by Nasser to approve the cyber incident plan as amended. Motion carried.

FIRST READING OF REVISED ORDINANCE 2022-10 FEE.

Motion by Nasser, second by Kitzmiller to approve the first reading. Motion carried.

Motion by Hirsch, second by Butler to set second reading for December 15th. Motion carried.

FIRST READING FOR ORDINANCE 2022-11 CITY PARKS & RECREATION.

Motion by Kitzmiller, second by Butler to open for discussion. Motion carried.

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

Motion by Kitzmiller, second by Nasser to approve the first reading. Motion carried.

Motion by Hirsch, second by Butler to set second reading for December 15th. Motion carried.

FIRST READING OF REVISED ORDINANCE 2022-12 BIDDING CONTRACTS.

Motion by Hirsch, second by Nasser to approve the first reading. Motion carried.

Motion by Butler, second by Hirsch to set second reading for December 15th. Motion carried.

FIRST READING OF REVISED ORDINANCE 2022-13 EXEMPTIONS FROM BIDDING.

Motion by Nasser, second by Kitzmiller to approve the first reading. Motion carried.

Motion by Nasser, second by Butler to set second reading for December 15th. Motion carried.

FIRST READING OF REVISED ORDINANCE 2022-14 CONTRACTOR'S LICENSE FEE.

Motion by Hirsch, second by Butler to approve the first reading. Motion carried.

Motion by Nasser, second by Hirsch to set second reading for December 15th. Motion carried.

FIRST READING OF REVISED ORDINANCE 2022-18 SUPPLEMENTAL.

Motion by Nasser, second by Butler to approve the first reading. Motion carried.

Motion by Butler, second by Nasser to set second reading for December 15th. Motion carried.

WASTEWATER TREATMENT PLANT EXPANSION BIDS.

Motion by Butler, second by Hirsch to open for discussion. Motion carried.

Motion by Butler, second by Nasser to close discussion. Motion carried.

Motion by Butler, second by Nasser to table for December 15th. Motion carried.

CITIZENS INPUT

Angela Lutz discussed meeting audio clarity, supplements and sewer/growth.

Yvonne Carter discussed legal fees.

UPCOMING EVENTS:

City Offices will be closed Friday, December 22nd, and Monday, December 26th in observation for Christmas Eve and Christmas.

ITEMS FROM CITY ATTORNEY

Motion by Butler, second by Nasser, to enter into executive session at 6:43 p.m. per SDCL 1-25-2 for discussing legal, economic development, and personnel issues. Motion carried.

Motion by Hirsch, second by Kitzmiller to go out of executive session at 6:57 p.m. Motion carried.

ADJOURNMENT

Motion by Butler, second by Nasser, to adjourn at 6:57 p.m. Motion carried.

(SEAL)

ATTEST:

Candace Sealey
Finance Officer

Melanie Torno
Mayor

Published once _____ at a cost of \$_____.

Check Register Report

Date: 12/13/2022
Time: 2:28 pm
Page: 1

City of Summerset

BANK: BANKWEST

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
BANKWEST Checks								
26006	12/15/22	Printed			1633	A & B WELDING SUPPLY	Annual Tank Rental	19.68
26007	12/15/22	Printed			0322	AFLAC REMITTANCE PROCESSING	Employee Accident Insurance	94.25
26008	12/15/22	Printed			1816	AT&T MOBILITY	FirstNet	517.97
26009	12/15/22	Printed			0021	BLACK HAWK WATER USERS DISTRICT	Monthly Fees	35.00
26010	12/15/22	Printed			1830	BLUEPEAK	Fax/Phone/Internet	1,122.36
26011	12/15/22	Printed			1504	CBH CO-OP	Govt Fuel	4,934.80
26012	12/15/22	Printed			0036	CITY OF RAPID CITY	Solid Waste Disposal	4,348.08
26013	12/15/22	Printed			0120	City of Sturgis	Rhyder Boarding	825.00
26014	12/15/22	Printed			0246	GOLDEN WEST TECHNOLOGIES	Server Migration	53,287.44
26015	12/15/22	Printed			0698	HAWKINS INC.	Winter Bugs	317.00
26016	12/15/22	Printed			0041	HEALTH POOL OF SD	Employee Health Insurance	17,727.74
26017	12/15/22	Printed			1433	MIDCONTINENT COMMUNICATIONS	WWTP Phone	197.77
26018	12/15/22	Printed			1413	NORTHERN TRUCK EQUIPMENT CO	For F-250 SES	1,065.85
26019	12/15/22	Printed			0008	RAPID CITY JOURNAL	Publications	901.44
26020	12/15/22	Printed			1748	SANITATION PRODUCTS	Cutting	2,289.02
26021	12/15/22	Printed			0073	SDML Work Compensation Fund	Workers Comp Fund	15,110.00
26022	12/15/22	Printed			1328	SERVALL UNIFORM & LINEN SUPPLY	Monthly Fees	162.89
26023	12/15/22	Printed			1792	TRANSOURCE	Airt Pressure Gauge, Elbow	123.63
26024	12/15/22	Printed			1023	TYLER TECHNOLOGIES, INC	Server Migration Items	420.00
26025	12/15/22	Printed			1824	WILD WEST SCREEN PRINTING	Magnets	780.00

Total Checks: 20

Checks Total (excluding void checks): 104,279.92

Total Payments: 20

Bank Total (excluding void checks): 104,279.92

Total Payments: 20

Grand Total (excluding void checks): 104,279.92



SUMMERSET POLICE DEPARTMENT

7055 Leisure Ln
Summerset, SD 57718
Don Allen, Chief of Police

Summerset Police Department Monthly Report- November 2022

Grants: Currently operating under the COPS and Highway Safety Grant. In compliance, nothing to note.

Calls for Service: 238

Traffic stops: 47

**Breakdown of some of the calls for service*

DUI-2

Drugs-6

Disturbances/ Assaults-12

Death investigation-1

Motor Vehicle Crashes-11

Stolen vehicles- 2

Thefts- 8

Vandalism-2

Burglary alarms- 4

Medical responses- 5

Assist-other-agency-43

Animal complaints- 7

Assist persons-10

Traffic complaints: 12

Community Service: Officer Uebel participated in an event at Our Lady of the Black Hills Catholic Church.

Department Training: Chief Allen, Sergeant Nasser, Officer Montileaux attended Driving Under the Influence of Cannabis training. Chief Allen attended Introduction to Incident Command System for LEOs training. Sergeant Nasser attended Police Records Management Training. Officer Macrander attended Active Shooter

Preparation and Response training, 4th Amendment training, and De-escalation and Minimizing Use of Force training, Officer Montileaux attended Family Violence and Sexual Assault training.

NOVEMBER 2022 CITY ADMINISTRATOR REPORT

ECONOMIC DEVELOPMENT

- Visited with D. Hill from Qi Community of possibility of building event center in Summerset.
- Renewed property listings in Summerset area for economic development.
- Visited with J. Weldon ICMA on needs of Summerset for economic growth.

GRANTS

- Reviewed Federal Highway Administration Grant.
- Researched Grants.Gov for transportation grants.
- Received call from P. Huizenga from SDDOT regarding potential grants for connector road.
- Denied the Forestry Service Grant for \$2500.00 for training.

PLANNING & ZONING

- Visited with T. Wieczorek regarding C. Gollnick property on Cpt. Soelzer.
- Meeting with HDR-L. Shagla, C. Robinson, M. Torno, J. Ambrose & A. Kayl regarding future planning and infrastructure.
- J. Scull dropped off plans for RCS Storage- review of the same for building permit.
- Occupancy Permit sent to BH Golf Cars.
- Visited with G. Sundby via telephone who is appraising Exit 48 for SDDOT and had questions on zoning and TIFs.
- Visited with L. Shagla regarding preliminary plat submitted on Cpt. Soelzer property.
- Visited with T. Clark regarding refund for erosion control on BH Golf Cars.
- Talked to A. Moreno regarding process of the city surplus of property.
- Checked IBC 100C code tables for updates.
- Applied for new address with Meade County on Liberty for RCS Storage.
- Visited with S. Delbridge on future projects and inspections.
- Visited with CAT Construction on fence permit.
- Sent HDR Review to L. Berg on Gollnick Property.
- Attended one (1) Planning & Zoning meeting.
- Visited with J. Hanson regarding open storage @ Infinity.
- Received preliminary plat from M. Cotton. Forwarded the same to HDR for review.
- Visited with L. Shagla on two preliminary plats, other items needed and reviewed.
- Received updates to drawings on RCS Storage. Sent to HDR to review. Needs variance.
- Researched annexation paperwork.
- Visited with M. Cotton and additional items needed from Brosz Engineering.
- Received revised preliminary plat and four (4) variances from L. Berg.

MISC. CONT

- Visited with M. Wheeler via phone regarding a legal opinion.
- Visited with R. Becht regarding sample ballots and where to dispose of appliances.
- Visited with M. Kitzmiller via phone regarding ordinances.
- Contacted D. Brenneman and B. Bjorum to see if they would be appraisers for surplus property of Summerset.
- Visited with S. Reade via phone. Questions on the process of how to get on the Parks and Recreation Board.
- Completed two sets of minutes for meetings.
- Received a call from A. Cowan that basketball hoop nets needed replaced. I passed it along to A. Kayl.
- Visited with Dennis from Midco on further questions for a quote.
- Responded to a letter from Y. Carter.
- Visited with W. Lind via telephone regarding bid and possible addendum to push back bid.
- Answered numerous citizens election questions and where to vote absentee.
- Visited with D. Butler on WWTP Findings of No Significant Impact publication – 30 day.
- Visited with L. Fleming – National Adoption Month Proclamation.
- Conducted a Dept. Head meeting.
- Follow-up with M. Wheeler on Black Hawk Water contract.
- Worked on the SDPAA renewals and inventory for insurance premiums in 2023.
- Met with M. Anglin and J. Smith regarding sidewalks, plowing and mailboxes – ordinances.
- Updated password for O. Davis for email.
- Visited with Mike from Golden West on Genetec Server problems.
- Visited with S. Reade via telephone to see if he would like to be appointed to appraise surplus property of the city.
- Visited with K. Chleborad on various matters – County/City.
- Completed Golden West Audit.
- Received a complaint on a flickering light – transferred to A. Kayl Department.
- Visited with A. Schaefer on reversal of resolution.
- Sent contractors' licensing applications out for 2023.
- Visited with J. Ambrose regarding RESPEC survey and regionalization.
- Met with M. Torno, W. Wormstadt Superintendent Meade 46-1 School District regarding joint agreement for activities area.
- Visited with H. Nelson via telephone on bonding for elected/appointed officials – sent to request to C. Sealey.
- Followed up on Project Boundary Fence and received confidential report.
- Followed up with D. Butler, M. Wheeler and J. Ambrose on PFAS.
- Quarterly Meeting with S. Stormo from Golden West.
- Sent insurance renewals off.
- Completed the Tree City Certification Application for Summerset.

- Reviewed Cyber Incident Response Plan – Golden West.
- Followed up on rate study for WWTP – TIF.
- Visited with J. Herz Gen Pro about getting on the agenda.
- Meeting with M. Torno on SDDOT property.
- Met with Dolan, tore out auxiliary system, hooked up speakers, tested microphones. Went to Haggerty's to check on larger system. Quotes asked from 3 companies.
- Visited with P. Olsen regarding waste water bid.
- Meeting with C. Robinson, D. Butler, M. Torno, J. Ambrose on bid letting.

November 2022 Wastewater Department report

Daily Operations

11-1 Sent DMR report to SDDANR
11-1 DPI replaced faulty VFD on Summerset lift station
11-2 Received greenhouse parts
11-14 WWTP upgrade pre bid meeting
11-16 Picked up basket for telehandler
11-25 DPI replaced electrical component on Summerset Lift.
11-28 Bid opening
11-28 Meter reading for business accounts
11-30 Meeting with HDR to determine cuts to expansion project
Responded to 20 calls for location of services

Special Projects

11-23 Delivered contract addendum to Pine Hills Trailer Court
11-28 Contacted Napoli Law concerning PFAS

Misc

Finance Department Monthly Recap November

Week by Week Essential Functions

- ☐ Cash Receipting & Reports
- ☐ Monthly Cash and Account Reconciliation Reports (Journal Entries to General Ledger after review as needed)
- ☐ Accounts Payable (Beginning & Mid Month): Voucher creation, invoice processing, entering expenditures into General Ledger and creating checks for corresponding vouchers.
- ☐ Revenue/Expenditure review and correspondence with department heads to ensure correct classification of expenditures.
- ☐ Sales Tax, Payroll Tax, Retirement and Quarterly Reporting. Monthly invoicing on SRO contract to the County is done at this time. DOJ reporting and submission for reimbursement and other grant reporting as requested by department heads.
- ☐ Utility Billing (a daily process but month end and day due is most time sensitive) posting payments in Cash Receipts, processing credit card payments to accounts through lockbox, reconciling and adjusting customer accounts, posting late fees and sending penalty and collection notifications, general customer service, monthly billing procedures and statement production and disbursement.
- ☐ Time sheet review, payroll processing, employee cost and deduction review and implementation, human resource updates in Payroll system. Reconciliation of Accounts pertaining to employees and trial balances.

Financial Matters/Notable Highlights

- ☐ Monthly Revenue/Expenditure Report: Questions? Comments?
- ☐ Utility Billing Adjustments to Customer Accounts. Questions?
- ☐ Spoke w/ Casey Peterson about TIF items
- ☐ Hired New Assistant FO-In the Process of training
- ☐ Contractors Licensing- Thank you Lisa for the help
- ☐ Business Licenses
- ☐ Rate Study Stuff
- ☐ Meeting with TM-Colliers

Administrative Operations

- ☐ General Customer Service
- ☐ Website Management
- ☐ Newsletter and Community Updates
- ☐ Document and Records Management and Retention
- ☐ Licensing, Permitting, Inspections
- ☐ Application processing & customer account tracking

Utility Billing Adjustments

- ☐ Customer Courtesy Late Fee Removal: our system can do a late fee on an unpaid late fee.
- ☐ Morton & Angels every month
- ☐ NSF Returned Payments
- ☐
- ☐
- ☐
- ☐

November

Sanitation

Hauled 137200 lbs of Solid waste, 5810 lbs of recycling, 4520 lbs of cardboard, and 6880 lbs of yard waste to the Landfill. Removed yardwaste containers for season. Repaired/cleaned/ and delivered cans as needed. Serviced and cleaned solid waste equipment. Retrieved Mack from repair.

Public works

Fixed Street lights. Worked on Public Works, WWTP road and fences. Attended council meeting. Prepped Snow removal equipment. Performed maintenance on public works equipment. Plowed snow. Started construction of a salt storage facility.

Code enforcement

Transferred a few issues to law enforcement for assistance. Answered questions about ordinances. Spoke with other homeowners about violations that they had received.

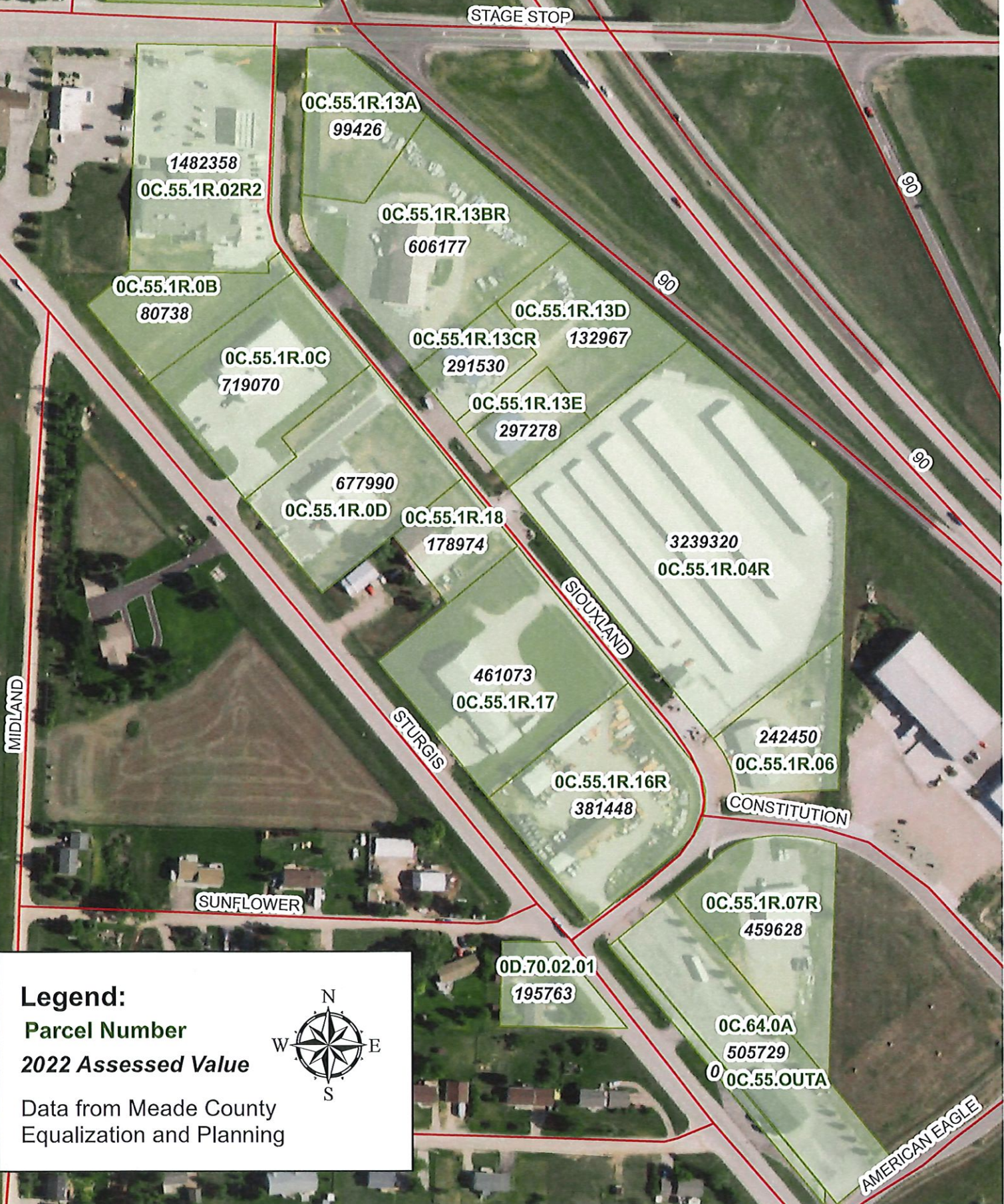
Parks

Removed graffiti from Leisure Lane park equipment. Shut down the Park restroom facilities for the season.

Miscellaneous

Installed a weapons safe for the police department. Attended a safety conference.

Siouxland Road Parcels



Legend:

Parcel Number
2022 Assessed Value



Data from Meade County
Equalization and Planning

NOTICE FOR PUBLICATION

Ordinance 2022-16

**AN ORDINANCE AMENDING ORDINANCE TITLE XI BUSINESS REGULATIONS,
CHAPTER 116- AMUSEMENTS, SUBSECTION 116.17 -SUPPEMENTAL ITEMS; LICENSE
FEE**

NOTICE IS HEREBY GIVEN that the City of Summerset will set the first reading on amended Ordinance #2022-16 Amending Title XI - Chapter 116, Subsection 116.17 – Supplemental items; license fee.

Said first reading will be held at Summerset City Hall, 7055 Leisure Lane, Summerset SD on December 15th, 2022 @ 6:00 p.m. The purpose of the public hearing is to accept public comment on the proposed amended ordinance.

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

Dated this 17th day of November 2022.

City of Summerset

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

Ordinance 2022-16

**AN ORDINANCE AMENDING ORDINANCE TITLE XI BUSINESS REGULATIONS,
CHAPTER 116- AMUSEMENTS, SUBSECTION 116.17 -SUPPEMENTAL ITEMS; LICENSE
FEE**

§ 116.17 SUPPLEMENTAL ITEMS; LICENSE FEE.

(A) The license applicant, in addition to the application, shall submit at the same time a certificate or other proof of liability insurance in the amount(s) and coverage(s) that the governing board (or Municipal Park and Recreation Board) may require; and shall also submit at the same time a security, damage, cleanup, and reimbursement deposit in the form of a bond in favor of the municipality, or a cashier's check or money order made payable to the municipality, or cash, in the amount required by the governing board (or Municipal Recreation Board).

(B) The applicant may also be required to submit additional documents or items in support of or in verification of the application.

(C) Finally, the applicant shall, ~~at the same time, submit an application/license fee of \$100.~~ pay an application fee. Refer to fee schedule adopted by resolution. The Board of Commissioners may revise the fees as set forth herein from time to time by resolution.

Passed and adopted this _____ day of _____ 2023.

Melanie Torno, Mayor

ATTEST:

Candance Sealey, Finance Officer

VOTE:

Torno:
Kitzmiller:
Butler:
Hirsch:
Nasser:

First Reading:
Second Reading:
Adoption:
Publication:
Effective:

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

NOTICE FOR PUBLICATION

ORDINANCE 2022-17

**AN ORDINANCE AMENDING ORDINANCE TITLE XI BUSINESS REGULATIONS,
CHAPTER 113- REGULATION AND LICENSING OF LIQUOR OPERATIONS, SUBSECTION
113.15 -PERMANENT LICENSES.**

NOTICE IS HEREBY GIVEN that the City of Summerset will set the first reading on amended Ordinance #2022-17 Amending Title XI - Chapter 113, Subsection 113.15 – Permanent Licenses.

Said first reading will be held at Summerset City Hall, 7055 Leisure Lane, Summerset SD on December 15th, 2022 @ 6:00 p.m. The purpose of the public hearing is to accept public comment on the proposed amended ordinance.

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

Dated this 17th day of November 2022.

City of Summerset

Published once on 11/23/2022, at the total approximate cost of \$21.71.

Ordinance 2022-17

AN ORDINANCE AMENDING ORDINANCE TITLE XI BUSINESS REGULATIONS,
CHAPTER 113- REGULATION AND LICENSING OF LIQUOR OPERATIONS, SUBSECTION
113.15 -PERMANENT LICENSES.

§ 113.15 PERMANENT LICENSES.

The following are the fees to be paid for the various classes of licenses:

- (2) Wholesalers of alcoholic beverages--five thousand dollars;
- (3) Off-sale--not more-less than three hundred dollars. The renewal fee for the license may not exceed five hundred dollars;
- (4) On-sale--not less than one dollar for each person residing within the municipality as measured by the last preceding federal census. The renewal fee for the license may not exceed fifteen hundred dollars;
- (5) Off-sale licenses issued to municipalities under local option--not less than two hundred fifty dollars;
- (6) On-sale licenses issued outside municipalities--not less than the amount the nearest municipality to the applicant is charging for a like license. The renewal fee shall be the same as is charged for a like license in the nearest municipality. If the municipality to which the applicant is nearest holds an on-sale license, pursuant to § 35-3-13 and does not charge a specified fee, then the fee shall be the minimum amount that could be charged as if the municipality had not been authorized to obtain on-sale licenses pursuant to § 35-3-13. The renewal fee shall be the same as could be charged for a like license in the nearest municipality;
- (8) Transportation companies--twenty-five dollars;
- (9) Carrier--one hundred dollars. The fee licenses all conveyances the licensee operates in this state;
- (11) On-sale dealers at publicly operated airports--two hundred fifty dollars;
- (12) Wine and cider retailers, being both package dealers and on-sale dealers--five hundred dollars;
- (13) Convention facility on-sale--not less than one dollar for each person residing within the municipality as measured by the last preceding federal census. The renewal fee for the license may not exceed fifteen hundred dollars;
- (15) Wholesalers of malt beverages--four hundred dollars;
- (16) Malt beverage and wine produced by a farm winery licensee, being both package dealers and on-sale dealers--three hundred dollars;
- (21) Retail on premises manufacturer--two hundred fifty dollars;
- (23) Off-sale delivery--one hundred fifty dollars.

Commented [LS1]: Add: (23) SDCL 35-4-2

Passed and adopted this _____ day of _____ 2023.

ATTEST:

Melanie Torno, Mayor

Candance Sealey, Finance Officer

VOTE:

Torno:

Kitzmiller:

Butler:

Hirsch:

Nasser:

First Reading:

Second Reading:

Adoption:

Publication:

Effective:

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

35-4-2. Classes of licenses enumerated--Fees.

The classes of licenses, with the fee of each class, are as follows:

- (1) Repealed by SL 2018, ch 223, § 13;
- (2) Wholesalers of alcoholic beverages--five thousand dollars;
- (3) Off-sale--not less than three hundred dollars. The renewal fee for the license may not exceed five hundred dollars;
- (4) On-sale--not less than one dollar for each person residing within the municipality as measured by the last preceding federal census. The renewal fee for the license may not exceed fifteen hundred dollars;
- (5) Off-sale licenses issued to municipalities under local option--not less than two hundred fifty dollars;
- (6) On-sale licenses issued outside municipalities--not less than the amount the nearest municipality to the applicant is charging for a like license. The renewal fee shall be the same as is charged for a like license in the nearest municipality. If the municipality to which the applicant is nearest holds an on-sale license, pursuant to § [35-3-13](#) and does not charge a specified fee, then the fee shall be the minimum amount that could be charged as if the municipality had not been authorized to obtain on-sale licenses pursuant to § [35-3-13](#). The renewal fee shall be the same as could be charged for a like license in the nearest municipality;
- (7) Repealed by SL 2018, ch 213, § 46;
- (8) Transportation companies--twenty-five dollars;
- (9) Carrier--one hundred dollars. The fee licenses all conveyances the licensee operates in this state;
- (10) Repealed by SL 2018, ch 213, § 46;
- (11) On-sale dealers at publicly operated airports--two hundred fifty dollars;
- (12) Wine and cider retailers, being both package dealers and on-sale dealers--five hundred dollars;
- (13) Convention facility on-sale--not less than one dollar for each person residing within the municipality as measured by the last preceding federal census. The renewal fee for the license may not exceed fifteen hundred dollars;
- (14) Repealed by SL 2018, ch 224, § 11;
- (15) Wholesalers of malt beverages--four hundred dollars;
- (16) Malt beverage and wine produced by a farm winery licensee, being both package dealers and on-sale dealers--three hundred dollars;
- (17) Repealed by SL 2018, ch 213, § 46;
- (17A) Repealed by SL 2018, ch 213, § 46;
- (18) Repealed by SL 2018, ch 213, § 46;
- (19) Repealed by SL 2018, ch 213, § 46 and ch 222, § 11;
- (20) Repealed by SL 2018, ch 213, § 46;
- (21) Retail on premises manufacturer--two hundred fifty dollars;
- (22) Repealed by SL 2018, ch 223, § 13; and
- (23) Off-sale delivery--one hundred fifty dollars.

Source: SDC 1939, § 5.0203; SL 1945, ch 17, § 2; SL 1947, ch 19; SDC Supp 1960, § 5.0204 (13), (14) as enacted by SL 1961, ch 14; SL 1964, ch 9; SL 1965, ch 12; SL 1966, ch 10; SDC Supp 1960, § 5.0204 (15) as enacted by SL 1967, ch 6; SL 1968, ch 2, § 1; SL 1970, ch 206, § 1; SL 1970, ch 207, § 1; SL 1971, ch 211, §§ 40, 41, 121; SL 1973, ch 236, § 1; SL 1975, ch 228; SL 1981, ch 270, § 1; SL 1985, ch 291, §§ 1, 3, 4A; SL 1986, ch 300; SL 1987, ch 261, § 16; SL 1988, ch 292, § 1B; SL 1989, ch 312; SL 1990, ch 296; SL 1993, ch 265; SL 1994, ch 285, § 1; SL 1995, ch 207, § 2; SL 2001, ch 194, § 1; SL 2003, ch 190, § 1; SL 2003, ch 191, § 1; SL 2006, ch 194, § 12; SL 2008, ch 182, § 1; SL 2008, ch 183, § 1; SL 2009, ch 48, § 3; SL 2011, ch 172, § 1; SL 2014, ch 175, § 1; SL 2014, ch 176, § 1; SL 2017, ch 166, § 1; SL 2017, ch 169, § 2; SL 2018, ch 213, § 46; SL 2018, ch 215, § 4; SL 2018, ch 219, § 1; SL 2018, ch 222, § 11; SL 2018, ch 223, § 13; SL 2018, ch 224, § 11.

ORDINANCE 2022-10

AN ORDINANCE AMENDING ORDINANCE TITLE XI BUSINESS REGULATIONS,
CHAPTER 111- LICENSING REGULATIONS, SUBSECTION 111.42 -FEE

§ 111.42 FEE.

~~The initial business license fee for new businesses operating within the city is \$100. A subsequent fee of \$25 is due annually for all businesses in the city limits. Renewal of the annual license with fee is due on the first day of each year. Applications and payments made after January 1 are subject to a \$50 late fee.~~

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

AMENDED 111.42 FEE

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

Passed and adopted this _____ day of _____ 2022.

Melanie Torno, Mayor

ATTEST:

Candace Sealey, Finance Officer

VOTE:

Torno:

Kitzmiller:

Butler:

Hirsch:

Nasser:

First Reading:

Second Reading:

Adoption:

Publication:

Effective:

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

Ordinance 2022-11

AN ORDINANCE AMENDING ORDINANCE TITLE II, CHAPTER 30- OFFICIALS AND ORGANIZATION, SUBSECTION 31.080 - CITY PARKS AND RECREATION BOARD ESTABLISHED; 31.082 - CITY PARKS AND RECREATION BOARD MEMBER APPOINTMENT; 31.083 - CHAIRPERSON, VICE CHAIRPERSON, SECRETARY AND 31.085 - POWERS & DUTIES;

PARKS AND RECREATION

§ 31.080 CITY PARKS AND RECREATION BOARD ESTABLISHED.

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

(Ord. passed 7-31-2019)

§ 31.081 DEFINITIONS.

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

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

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

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

PROPERTY LINE. The property as platted.

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

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

(Ord. passed 7-31-2019)

§ 31.082 CITY PARKS AND RECREATION BOARD MEMBER APPOINTMENT.

All members of the Summerset Parks and Recreation Board shall be volunteers ~~confirmed~~ appointed by the City of Summerset Board of Commissioners upon the submission of applications in proper form approved by the Board of Commissioners. The terms of the members shall be three years. If a member resigns or is removed prior to the end of a term, the Board of Commissioners

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

(Ord. passed 7-31-2019)

§ 31.083 CHAIRPERSON, VICE CHAIRPERSON, SECRETARY.

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

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

(C) In paying bills and expenses, the City Parks and Recreation Board shall comply with municipal ordinances and state law and coordinate payments through the City Finance Officer. If the City Parks and Recreation Board believes that the budget amounts from the city will be insufficient to meet what it deems is necessary for the duties of the Park Board, it shall be the Chairperson's responsibility to convey the need for supplementation of the budget to the Board of Commissioners. Prior to the City Parks and Recreation Board undertaking projects or expenses that would exceed the budgeted amounts, all expenditures for Parks and Recreation Projects remain in the discretion of the Summerset Board of Commissioners.

(Ord. passed 7-31-2019)

§ 31.084 MEETINGS.

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

(Ord. passed 7-31-2019)

§ 31.085 POWERS AND DUTIES.

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

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

Formatted: Font: (Default) Times New Roman, 12 pt, Font color: Custom Color(RGB(33,37,41))

Formatted: List Paragraph, Numbered + Level: 1 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 0.13" + Indent at: 0.48"

(B) All projects shall first be submitted to and/or considered by the Parks and Recreation Board for approval or rejection. Any project approved by the Parks and Recreation Board shall then be submitted to the Summerset Board of Commissioners for approval or rejection. Only in the event that there is not a duly constituted and functioning Parks and Recreation Board may a project have its first consideration by the Board of Commissioners.

Formatted: Indent Left: 0.13"

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

Formatted: Font: (Default) Arial, 12 pt, Font color: Custom Color(RGB(33,37,41))

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

(Ord. passed 7-31-2019)

§ 31.086 PARK CLOSURE.

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

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

(Ord. passed 7-31-2019)

§ 31.087 RULES.

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

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

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

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

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

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

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

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

(Ord. passed 7-31-2019)

§ 31.088 PENALTY.

Any violation of the provisions of this chapter is a Class II misdemeanor punishable by the maximum punishment set forth by the laws of the state of South Dakota pursuant to SDCL 22-6-2. Said punishment may also include payment of any costs and/or restitution authorized by this subchapter and/or state law. See § [10.99](#).

(Ord. passed 7-31-2019)

§ 31.089 APPEAL PROCESS.

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

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

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

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

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

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

(Ord. passed 7-31-2019)

Disclaimer: This Code of Ordinances and/or any other documents that appear on this site may not reflect the most current legislation adopted by the Municipality. American Legal Publishing Corporation provides these documents for informational purposes only. These documents should not be relied upon as the definitive authority for local legislation. Additionally, the formatting and

pagination of the posted documents varies from the formatting and pagination of the official copy. The official printed copy of a Code of Ordinances should be consulted prior to any action being taken. For further information regarding the official version of any of this Code of Ordinances or other documents posted on this site, please contact the Municipality directly or contact American Legal Publishing toll-free at 800-445-5588.

Hosted by: American Legal Publishing Corporation

ORDINANCE NO. 2022-12

AN ORDINANCE AMENDING ORDINANCE TITLE III ADMINISTRATION, CHAPTER 33-FINANCES, SUBSECTION 33.38 -BIDDING CONTRACTS

§ 33.38 BIDDING CONTRACTS.

(A) The municipality must advertise for bids or proposals for the following:

(1) Contracts for any public improvement including the building, altering, repairing, improving, or demolishing of any structure, building, or other improvements of any kind to real property that involves the expenditure of \$50,000 \$100,000 or more; and

(2) Contracts for the purchase of supplies or services, other than professional services, which involve the expenditure of \$25,000 or more.

(B) The municipality must advertise for bids in the official newspaper at least twice, with the first publication at least ten days before the opening of bids or the deadline for the submission of proposals.

(C) The first publication shall be in the official newspaper and the second publication may be in any legal newspaper in the state.

(D) The advertisement for the bid must state the time and place where the bids will be opened or the deadline for the submission of proposals and that the municipality has the right to reject any or all bids.

Passed and adopted this _____ day of _____ 2022.

Melanie Torno, Mayor

ATTEST:

Candace Sealey, Finance Officer

VOTE:

Torno:

Kitzmillier:

Butler:

Hirsch:

Nasser:

First Reading: December 1, 2022

Second Reading: December 15, 2022

Adoption:

Publication:

Effective:

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

Ordinance 2022-13

AN ORDINANCE AMENDING ORDINANCE TITLE III ADMINISTRATION,

CHAPTER 33- FINANCES, SUBSECTION 33.40 -EXEMPTIONS FROM BIDDING

§ 33.40 EXEMPTIONS FROM BIDDING.

The municipality is exempt from bidding the following types of contracts:

- ~~— (A) Purchase of utility services such as electric power, lights, water, or gas;~~
- ~~— (B) Any contract for the purchase of supplies from the United States or its agencies or any contract issued by the General Services Administration;~~
- ~~— (C) Equipment repair contracts;~~
- ~~— (D) Purchases of surplus property from another state purchasing agency;~~
- ~~— (E) Purchase of an item contained on the state price list, or from any vendor if less than or equal to the state price list, but must be exact same item;~~
- ~~— (F) Any purchase of supplies or services, other than professional services, by purchasing agencies from any active contract that has been awarded by any government entity by competitive sealed bids or competitive sealed proposals or from any contract that was competitively solicited and awarded within the previous 12 months;~~
- ~~— (G) Any amendment or change order to an existing contract for construction, reconstruction, or remodeling of a public improvement in accordance with SDCL § 5-18B-19;~~
- ~~— (H) Auctions;~~
- ~~— (I) If, after advertising for bids, no bids are received;~~
- ~~— (J) Emergency purchases;~~
- ~~— (K) Purchase of fuel; the municipality must obtain three competitive quotations in this instance which shall be placed on the minutes and retained on file by the governing body; and~~
- ~~— (L) Purchases of real property having a particular use or benefit or purchases of supplies or services of a unique nature.~~

(Ord. 1.34A, passed 7-18-2014)

- 1) Highway construction contracts entered into by the SD Department of Transportation;
- 2) Contracts for the purchase of supplies from the United States or its agencies;
- 3) Any purchase of supplies or services, other than professional services, by purchasing agencies from any active contract that has been awarded by any government entity by competitive sealed bids or competitive sealed proposals or from any contract that was competitively solicited and awarded within the previous twelve months;
- 4) Equipment repair contracts;
- 5) Procurement of electric power, water, or natural gas; chemical and biological products;
- 6) Supplies, services, and professional services required for certain research projects under the control of the Board of Regents;
- 7) Property or liability insurance or performance bonds;
- 8) Supplies needed by the Department of Human Services or Department of Social Services or prison industries for the manufacturing of products;
- 9) Printing involving student activities conducted by student organizations and paid for out of student fees at institutions under control of the Board of Regents;
- 10) Purchase of surplus property from another purchasing agency;
- 11) Animals
- 12) Purchases by a school district of perishable food, raw materials used in construction or manufacture of products for resale, or for transportation of students;
- 13) Certain State Authorities;

- 14) Seeds, fertilizers and other products used in the operation of farms under control of the Board of Regents;
- 15) Supplies for any utility owned or operated by a municipality if the purchase does not exceed the limits found in SDCL 5-18A-14;
- 16) For political subdivisions, any contract for asbestos removal in emergency response actions; 17) Supplies or services from a contract established through a Midwestern Higher Education Compact group by competitive sealed bid or a competitive sealed proposal;
- 18) Any contract concerning the custody, management, purchase, sale and exchange of fund investments research by the State Investment Council or Division of Investment; or
- 19) For political subdivisions, including municipalities, any purchase of equipment involving the expenditure of less than \$50,000. (SDCL 5-18A-22)
- (20) Public sale or auction;
- (21) Water, sanitary sewer, and storm sewer trunk lines or mains, sewer collection systems, streets, and regional storm sewer detention ponds installed at developer's expense;
- (22) Fuel purchased by local government units; The governing board shall contact and attempt to obtain competitive quotations from at least three suppliers. A record of the names of the suppliers, the quotations received and the procurement procedures used in purchasing shall be documented, noted in the minutes, and retained on file by the governing body.
- (23) Purchases from state contract list or below state contract price.

Related provisions, see SDCL 5-18A-22, 5-18C-3, 5-18C-4, 5-18C-6, and 5-18C-8.

A purchasing agency may make or authorize others to make an emergency purchase without advertising if rentals are not practicable and there exists a threat to public health, welfare, or safety or for other urgent and compelling reasons (SDCL 5-18A-8).

Passed and adopted this _____ day of _____ 2022.

Melanie Torno, Mayor

ATTEST:

Candace Sealey, Finance Officer

VOTE:

Torno:

Kitzmiller:

Butler:

Hirsch:

Nasser:

First Reading:

Second Reading:

Adoption:

Publication:

Effective:

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

Ordinance 2022-14

AN ORDINANCE AMENDING ORDINANCE TITLE XV LAND USAGE,
CHAPTER 153- LICENSING AND CONSTRUCTION REGULATIONS, SUBSECTION
153.079 -CONTRACTOR'S LICENSE FEE

§ 153.079 CONTRACTOR'S LICENSE FEE.

Upon making application for a contractor's license, said applicant shall pay a fee. Each year the application will need to be renewed annually and accompanied by the annual renewal fee. ~~of \$125. Upon making application for renewal of a contractor's license, said applicant shall pay a fee of \$100.~~ Refer to fee schedule adopted by resolution. The Board of Commissioners may revise the fees as set forth herein from time to time by resolution.

Passed and adopted this _____ day of _____ 2022.

Melanie Torno, Mayor

ATTEST:

Candance Sealey, Finance Officer

VOTE:

Torno:

Kitzmilller:

Butler:

Hirsch:

Nasser:

First Reading:

Second Reading:

Adoption:

Publication:

Effective:

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

CITY OF SUMMERSET
ORDINANCE NO. 2022.18
SUPPLEMENTAL APPROPRIATION ORDINANCE

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

<u>EXPENDITURES</u>	<u>General Fund</u> <u>Fund 101</u>
4110 <u>Commission</u>	
Professional Fees	\$15,000
Total Commission	<u>\$ 15,000.00</u>
 4141 <u>City Attorney Expense</u>	
	\$ 20,000.00
Total Legal Fees	<u>\$ 20,000.00</u>
 4196 <u>City Engineer Expense</u>	
	\$ 40,000.00
	<u>\$ 40,000.00</u>
<u>Total Appropriations</u>	<u>\$ 75,000.00</u>

SECTION TWO

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

<u>REVENUE</u>	<u>General Fund</u> <u>Fund 101</u>
 <u>SOURCE OF FUNDING</u>	
Unassigned Fund Balance	<u>\$75,000</u>
 <u>TOTAL MEANS OF FINANCE</u>	<u>\$ 75,000.00</u>

ENTERPRISE FUNDS

EXPENDITURES	Sewer Fund
WWTP Improvement	<u>\$ 450,000</u>
 <u>SOURCE OF FUNDING</u>	
Unassigned Fund Balance	<u>\$ 450,000</u>

Dated this 15th day of December, 2022.

ATTEST:

Candace Sealey, Finance Officer

Melanie Torno, Mayor

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

First Reading: December 1, 2022
Second Reading: December 15, 2022
Publication:

Published once at the approximate cost of \$ xxxx.

Chapter 54

COLLECTION AND DISPOSAL OF GARBAGE AND RUBBISH

SECTIONS:

- 54.001 Commission May adopt System for Collection and Disposal
- 54.002 City Collection System
- 54.003 Rates
- 54.004 Commission Authority Over Rates
- 54.005 Billing and Failure to Pay
- 54.006 Container Regulations
- 54.007 Placement of Garbage Cans and Rubbish
- 54.008 Compulsory and Universal System
- 54.009 Hazardous or Toxic Waste Not to be Placed in Any Container for Collection
- 54.010 Billing and Failure to Pay

54.001 COMMISSION MAY ADOPT SYSTEM FOR COLLECTION AND DISPOSAL

The City Commission shall have the power and duty to provide for the removal of garbage and rubbish by the system outlined in this Ordinance or by developing a separate licensing procedure.

54.002 CITY COLLECTION SYSTEM

In lieu of issuing a license or licenses to collectors, the City Commission is hereby authorized to purchase or rent the necessary equipment and employ the necessary personnel to collect and dispose of the garbage and rubbish found in the City and collects and retains the collection fees as hereinafter provided.

54.003 RATES

It is hereby determined that the Commission shall establish by Resolution all reasonable and necessary charges to be levied, imposed and collected for said garbage and rubbish collection and disposal in order to provide proper sanitary control within the City.

54.004 COMMISSION AUTHORITY OVER RATES

The City shall have the power by Resolution to lower or raise the charges.

54.005 BILLING AND FAILURE TO PAY

Any charges for services as provided for shall be paid with the City utility bill. The City shall not be obligated to collect and dispose of the garbage and rubbish from that unit until such time that all charges are paid up to date.

54.006 CONTAINER REGULATIONS

Solid waste containers shall be kept closed and all of the contents shall be protected so that the wind cannot blow out and scatter the contents over the streets, alleys or property within the City. All refuse shall be placed in garbage bags and the bags must be securely fastened at the opening, and all boxes and containers must be sealed in such a fashion that no refuse can fall, blow away, or leak out.

In the event that a commercial unit provides a dumpster container at its own expense, this dumpster shall be compatible with the garbage collection trucks used by the City.

Garbage shall be placed in containers provided by the City and no family unit shall place garbage in any city provided container without having drained off the moisture and placed it in plastic garbage bags or wrapped it in paper to avoid odor and freezing to the garbage can. Ashes must be cold before being placed in any garbage container. All rubbish shall be placed in sufficiently strong containers to adequately hold and confine such waste materials. Sanitation workers shall not be responsible for picking up garbage which has been strewn about or not in proper containers.

54.007 PLACEMENT OF GARBAGE CONTAINERS AND RUBBISH

All garbage containers and rubbish shall be placed on the premises adjacent to an alley bordering on said premises so as to be accessible from the alley adjoining the premises. Where no alley is available, garbage containers and rubbish shall be placed at any other convenient location where the garbage collectors can get at it, but in no case shall any garbage truck be required to use any private driveway in collecting garbage and rubbish. Garbage and rubbish shall be placed for pick-up in a location adjacent to the public right of way so as to allow safe operation of City equipment.

54.008 COMPULSORY AND UNIVERSAL SYSTEM

The maintenance of health, sanitation and safety require, and it is the intention hereof to make the collection, removal and disposal of garbage and rubbish within the City compulsory and universal. The collection of garbage and rubbish shall be the exclusive authority of the City. No private refuse collection firms shall be allowed to pick up any garbage or trash in the City unless licensed by or under contract with the City to do so.

54.009 HAZARDOUS OR TOXIC WASTE NOT TO BE PLACED IN ANY CONTAINER FOR COLLECTION

Hazardous or toxic waste shall not be placed in any container for collection, transport, processing or disposal by the City. The terms hazardous or toxic waste as used herein shall be deemed to mean any pesticides, herbicides, insecticides, or any narcotic, drug, barbiturates, or stimulant drug which is not permitted under South Dakota state law to be sold over the counter without prescription.

54.010 BILLING AND FAILURE TO PAY

In the event the payment is not made within the time noted on the utility bill, any applicable penalties of this Chapter shall apply.

Notwithstanding any other collection provision provided for under this Chapter, the City shall have the power to collect the sanitation fee imposed herein through any other remedy available to it under the statutes of the state of South Dakota.

TSO 2020-01
CITY OF SUMMERSET ZONING ORDINANCE
AMENDMENT

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

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

BE IT ORDAINED that the zoning map referenced at Title 155, Chapter 021B, and incorporated herein by this reference, shall be amended as it pertains to the following property:

Powles Land Development, LLC- Lots 17 thru 19, Block 1; Lots 5 thru 8, Block 2; and Lots 1 thru 12, Block 5; and Dedicated Public Right-of-Way for Glenwood Drive and Arapahoe Street of Sun Valley Estates. Formerly a Portion of the Un-platted Portion of the SE ¼ of Section 14 Township 4 North, Range 6 East, Black Hills Meridian, City of Summerset, Meade County, South Dakota

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

Dated this 3rd day of September, 2020.

ATTEST:

CITY OF SUMMERSET

Candace Sealey, Finance Officer

Bryce Lutz, Mayor

(Seal)

Vote: Lutz: Aye
 Kitzmiller:
 Butler : Aye
 Hirsch : Aye
 McCoy :

First Reading: August 20, 2020
Second Reading: September 3, 2020
Publication : September 12, 2020

TSO 2020-02
CITY OF SUMMERSET ZONING ORDINANCE
AMENDMENT

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

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

BE IT ORDAINED that the zoning map referenced at Title 155, Chapter 021, and incorporated herein by this reference, shall be amended as it pertains to the following property:

New Leaf LLC Plat of Tract 1 of Pine Hills Subdivision (Formerly the remainder of Lot B of the NE ¼ of the SE ¼ of Section 36, Less Sturgis Road & Emerald Heights Road ROW) Located Section 36, T3N, R6E, BHM, Summerset, Meade County, South Dakota

which property shall be re-zoned from R3 (Multi-Family Residential) to GC (General Commercial) and that the zoning map shall be amended accordingly, which amendments are incorporated herein.

Dated:

ATTEST:

CITY OF SUMMERSET

Candace Sealey, Finance Officer

Bryce Lutz, Mayor

(Seal)

Vote: Lutz: Aye
 Kitzmiller: Aye
 Butler : Aye
 Hirsch : Aye
 McCoy : Aye

First Reading: September 3, 2020
Second Reading: September 17, 2020
Publication : September 23, 2020

Published once at approximate cost of \$38.84

NOTICE FOR PUBLICATION

Ordinance 2023-01

**AN ORDINANCE REPEALING TITLE III: ADMINISTRATION, CHAPTER 31:
OFFICIALS AND ORGANIZATIONS, SUBSECTION 31.024 – POWERS AND DUTIES OF THE
CITY ADMINISTRATOR**

NOTICE IS HEREBY GIVEN that the City of Summerset will set the first reading on Ordinance #2023-01 Repealing Title III - Chapter 31, Subsection 31.024 – Powers and Duties of the City Administrator.

Said first reading will be held at Summerset City Hall, 7055 Leisure Lane, Summerset SD on January 5th, 2023 @ 6:00 p.m. The purpose of the public hearing is to accept public comment on the proposed repealed ordinance.

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

Dated this 8th day of December 2022.

City of Summerset

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



Ordinance 31.024 Powers and duties of the city administrator.

The city administrator shall be the chief administrative officer of the city, responsible to the Board of Commissioners and mayor for the administration of all city affairs placed in the administrator's charge by this Code, other ordinances, and resolutions of the city.

The city administrator shall:

(a) Ensure that all provisions of this Code and all acts of the Board of Commissioners subject to enforcement by the city administrator or by officers' subject to the administrator's direction and supervision, are faithfully executed;

(b) Oversee and direct the administration of all departments, offices, and agencies of the city as directed by the Board of Commissioners and except as otherwise provided by this Code, or by state law, and to organize and administer the activities, operations, programs, services and day to day operations of the city;

(c) Make recommendations to the Board of Commissioners concerning the affairs of the city;

(d) Prepare and submit to the Board of Commissioners an annual budget not later than September first of each year;

(e) Ensure all terms and conditions in any contract or franchise to which the city is a party are faithfully kept and performed;

(f) Recommend appointment and promotion of all city employees and officers to the Board of Commissioners;

(g) When necessary, suspend or remove all city employees except as otherwise provided by law, this Code, or adopted personnel policies;

(h) Consolidate or combine offices, positions, departments, or units under his/her jurisdiction, subject to Commission approval;

(i) Serve as the liaison between city staff, the mayor and the Board of Commissioners;

(j) Attend all meetings of the Board of Commissioners, except as excused by the mayor;

(k) Keep the Board of Commissioners fully advised as to the future needs of the city;

(l) Provide for staff support services for the mayor and councilmembers;

(m) Submit updates and reports to the Board of Commissioners as requested;

(n) Delegate authority as deemed appropriate; and

(o) Perform such other duties as are specified in the position description, in this Code, by resolution or as may be required from time to time by the Board of Commissioners.

(p) the administrator shall at all times remain subject to the ultimate authority of the Board of Commissioners as a whole and the individual Commissioners designated as being the charge of each department (public safety, public works, utilities, finance and revenue) and the mayor.

§ 30.21 GENERAL OVERSIGHT.

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

(Prior Code, § 30.065)

Statutory reference:

Related provisions, see SDCL § 9-9-9



November 30, 2022

Ms. Lisa Schieffer
Summerset City Administrator
7055 Leisure Lane
Summerset, SD 57718

Dear Lisa,

We have evaluated the bids received on November 28, 2022 for the Wastewater Treatment Plant Capacity Expansion project. The project consists of doubling the existing wastewater treatment plant capacity by constructing additional treatment basins and ancillary items for a complete project.

A single lump sum bid was received for the project as listed below.

Contractor	Lump Sum Bid Amount
R.C.S. Construction, Inc.	\$11,610,000
Engineer's Estimate	\$8,000,000

The low bid was submitted by R.C.S. Construction, Inc. in the amount of \$11,610,000. Our evaluation of the experience and reputation of R.C.S. Construction Inc. indicates that they can complete the required work. We recommend award of a contract for construction of the Wastewater Treatment Plant Capacity Expansion to R.C.S Construction, Inc. in the amount of \$11,610,000.

Finalizing an agreement with R.C.S. Construction, Inc will be contingent upon reducing the contract amount by approximately \$1,000,000. Select portions of the work that can be deferred will be removed from the current project and completed at a later date. Deferment of portions of the work is necessary to meet the City's budget limitations while allowing the core treatment process work items to proceed without delay.

Sincerely,
HDR Engineering

A handwritten signature in blue ink, appearing to read 'Chris Robinson'.

Chris Robinson, PE
Project Manager



Change Order No. 1

Project Name: Wastewater Treatment Plant Capacity Expansion	HDR Project No.: 10333843
Project Owner: City of Summerset, SD	Owner's Project No.:
	Date of Issuance: December 14, 2022
Project Contractor: (Name, Address) R.C.S. Construction, Inc. 1314 Fountain Plaza Dr, Rapid City, SD 57702	Date of Contract: Pending

CPR #	ITEM AND DESCRIPTION OF CHANGES	CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
1	Changes per attached CPR #1	\$1,288,000.00	NA
	Difference Net	\$1,288,000.00	

Summary: It is agreed to modify the Contract referred to above as follows:

Contract Price prior to this Change Order

\$ 11,610,000.00

Net Increase (decrease) of this Change Order

(\$1,288,000.00)

Revised Contract Price with all approved Change Orders

\$ 10,322,000.00

Contract Time prior to this Change Order

January 12, 2024 final completion

Net Increase (decrease) of this Change Order

NA

Revised Contract Time with all approved Change Orders

January 12, 2024 final completion

The changes included in this Change Order are to be accomplished in accordance with the terms, stipulations and conditions of the original Contract as though included therein.

Accepted for Contractor by:

Date:

Recommended for Approval by (HDR Engineering, Inc.):

Date:

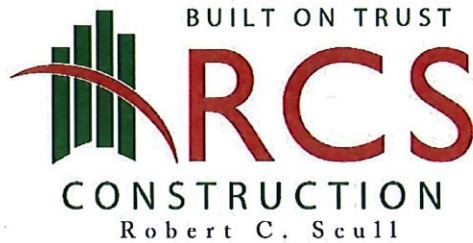
12/14/22

Approved for Owner by:

Attest:

Date:

Distribution: ☐ Owner ☐ Contractor ☐ Office ☐ Field ☐ Other



December 14, 2022

Chris Robinson, PE
HDR
703 Main Street, Suite 200
Rapid City, SD 57701
Phone: (605) 791-6106
Email: Christopher.robinson@hdrinc.com

RE: Summerset WWTP – Proposal Request No. 1R1

Please find our proposal request to modify the project scope per your request. This price includes all labor, material and equipment required complete this additional work as listed described below. No other work is assumed to be included in this price.

- | | |
|--|---------------------|
| • Revise Electrical Scope per RFP #1 | DEDUCT \$293,000.00 |
| • Eliminate New Reed Beds and Associated Piping per RFP #1 | DEDUCT \$541,000.00 |
| • Retain the Five Existing Blowers, deduct 5 New Blowers per RFP #1 | DEDUCT \$329,000.00 |
| • Eliminate all planned work in the existing SBR per RFP #1 | DEDUCT \$77,000.00 |
| • Dakota Pump Cost Savings for MCC's – Lead Time after approval is 60 weeks* | DEDUCT \$48,000.00 |
- *Deduct offered based on acceptance of MCC package that will be submitted*

Total of All Possible Deductions: \$1,288,000.00

Please advise if you wish to accept these proposed prices as listed, and should you have any questions, or require further information, please do not hesitate to contact our office.

Kind Regards,

Evan Waltermann
Evan Waltermann
Project Manager/Estimator
RCS Construction, Inc.

Safety • Quality • Communication • Timeliness

P.O. Box 9337 • Rapid City, SD 57709
Phone (605) 342-3787 • Fax (605) 348-4041
www.rcsconst.com





Change Proposal Request

No. 1
(Not a Change Order)

Project Name:	Wastewater Treatment Plant Capacity Expansion	Owner's Project No. (if applicable): NA
Project Owner:	City of Somerset	Regulatory Agency Project No. (if applicable): NA
HDR Project No.	10333843	Initiated by: <input checked="" type="checkbox"/> Engineer <input type="checkbox"/> Contractor
Contractor:	R.C.S. Construction, Inc.	Date: December 6, 2022

Attention: The following change in the contract on this project is proposed. Please provide your proposed price for the cost of this change.

- A breakdown of cost shall be provided upon request by the Owner or Engineer.
- Work shall not commence until authorized by the Owner.

Description of the Proposed Change:

- #1 – Refer to the attached list of electrical scope changes and redlined drawings.
- #2 – Eliminate the new reed beds (2 EA) and all drain piping. Retain new Digested Solids "DS" piping up to the valve located at station 2+18. Eliminate DS piping past sta 2+18, reed bed fill pipes (detail 2/00C500), and fill pipe heat trace.
- #3 – Retain the five existing blowers that were to be replaced: B-301, B-302, B-700, B-710, and B-720.
- #4 – Eliminate all planned work in the existing SBR (Area Designation 10). Eliminated work includes process piping, diffusers, instrumentation, doors, railings, and concrete slabs.

By _____

All work shall be in accordance with the terms, stipulations, and conditions of the original Contract Documents. If the work herein provided for is Approved by Change Order, the time of completion will be:

☐ Increased ☐ Decreased ☒ Unchanged

by 0 calendar days.

This change will: ☐ Add ☐ Deduct ☐ No Change

\$ _____

General Contractor _____

Date _____

HDR Recommendation:

- ☐ Recommend Acceptance
☐ Do Not Recommend Acceptance

By: HDR Engineering, Inc. _____

Date _____

Owner's Action:

- ☐ Accepted ☐ Not Accepted

By: Owner _____

Date _____

CPR1 Electrical Scope Changes

Sheet 00E101

- Delete all electrical work shown in the reed bed area, including heat trace, sub-panel replacement, conduit and handhole for future gate extension.
- Delete new generator and keynotes 2 & 8.
- Delete keynotes 4, 5 & 6.

Sheet 00E601

- Delete lines 11, 14 and 15 from Duct Bank Schedule.

Sheet 10E101

- Delete this sheet entirely.

Sheet 30X101

- Delete hatching on 5 x existing blowers, the blowers are to remain.
- Delete leader note directed at blower which states to disconnect power and controls wiring and conduits to blowers.
- Delete hatching and note to remove blower disconnects and Control Stations.
- Delete hatching and notes to remove existing generator and pad and remove existing conduits.
- CHANGE note to remove generator battery charger to RELOCATE this battery charger.

Sheet 30X601

- Delete hatching at generator, generator conductors and conduit back to ATS. Delete keynote 1.
- CHANGE CP-SBR Control Panel One Line Diagram to remove Control Panel and VFDs only. Existing blowers and disconnect switches are to remain.

Sheet 30E101

- Delete conductors and conduits from disconnect switches to B-301, B-302, B-700, B-720 and B-710. Existing conductors and conduits are to remain.
- Disconnect switches for B-301, B-302, B-700, B-720 and B-710 shall be shown as existing.
- Refer to 30E601 for revised conductor & conduit sizes for the homeruns to MCC-302 & MCC-303 from the blower disconnect switches.

Sheet 30E202

- Blowers B-302, and B-700 will be 30 HP instead of the shown 40HP, but drive will be sized for the future HP indicated on the plans.
- Blower B-302, B-720 and B-710 will be 20HP instead of the shown HP, but drive will be sized for the future HP indicated on the plans.

Sheet 30E401

- Remove conduits from building east wall to generator. Existing conduits are to remain.
- Relocate the generator battery charger to suitable free wall space between MCC-301 and Main CB.

Sheet 30E601

- Remove new standby generator and new conductors and conduit to it.
- The existing generator is not sized for the calculated load and cannot remain as automatic transfer without modification (NEC 702.4 (B)).
 - I. Consult with manufacturer if automatic transfer controls can be disabled so that the switch is manually operated and the user shall be permitted to select the load connected to the system to comply with NEC 702.4 (B)(1)
 - II. Re-program PLC controls to perform load management such that approximately 50kVA of load is shed prior when generator start signal is received from the ATS.

Sheet 30E602

- Disconnects for blowers B-301, B-302, B-700, B-720 and B-710 shall be shown as existing
- Conductors from disconnects to B-301, B-302, B-700, B-720 and B-710 shall be changed to show as existing in existing conduit.
- ADD new cable from existing blower disconnects to new MCC. Verify and match existing cable size. Record drawings indicate 3#10, #10G in 1-1/2" C for B-301 & B302, and 3#8, #10G in 1-1/2" C for B700, B710, B720.

Sheet 30E605

- Delete all Level switches, level transmitters, DO and PH sensors and transmitters in the existing SBR and all associated cabling shown back the CP-SBR (PLC-SBR)

Sheet 30E607

- Remove branch panel LP-HT.

MASTER SHORT FORM AGREEMENT FOR PROFESSIONAL SERVICES
AGREEMENT NUMBER _____

THIS AGREEMENT is made as of this ~~19th~~ day of **December 2022**, between **City of Summerset**, hereinafter referred to as "OWNER", and HDR Engineering, Inc., hereinafter referred to as "ENGINEER" or "CONSULTANT," for engineering services as described in this Agreement.

WHEREAS, OWNER desires to retain ENGINEER, a professional engineering firm, to provide professional engineering, consulting and related services ("Services") on one or more projects in which the OWNER is involved; and

WHEREAS, ENGINEER desires to provide such services on such projects as may be agreed, from time to time, by the parties;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

SECTION I. PROJECT TASK ORDER

- 1.1 This Agreement shall apply to as many projects as OWNER and ENGINEER agree will be performed under the terms and conditions of this Agreement. Each project ENGINEER performs for OWNER hereunder shall be designated by a "Task Order." A sample Task Order is attached to this Agreement and marked as Exhibit "A". No Task Order shall be binding or enforceable unless and until it has been properly executed by both OWNER and ENGINEER. Each properly executed Task Order shall become a separate supplemental agreement to this Agreement.
- 1.2 In resolving potential conflicts between this Agreement and the Task Order pertaining to a specific project, the terms of this Agreement shall control.
- 1.3 ENGINEER will provide the Scope of Services as set forth in Part 2 of each Task Order.

SECTION II. RESPONSIBILITIES OF OWNER

In addition to the responsibilities described in paragraph 6 of the attached "HDR Engineering, Inc. Terms and Conditions for Professional Services," OWNER shall have the responsibilities described in Part 3 of each Task Order.

SECTION III. COMPENSATION

Compensation for ENGINEER's Services shall be in accordance with Part 5 of each Task Order, and in accordance with paragraph 11 of the attached HDR Engineering, Inc. Terms and Conditions.

SECTION IV. TERMS AND CONDITIONS OF ENGINEERING SERVICES

The HDR Engineering, Inc. Terms and Conditions, which are attached hereto in Exhibit B, are incorporated into this Agreement by this reference as if fully set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

"OWNER"

BY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

HDR ENGINEERING, INC.

"ENGINEER"

BY: _____

NAME: _____

TITLE: _____

ADDRESS: _____



Jason Kjenstad

Vice President

703 Main St. Suite 200
Rapid City, SD 57701

EXHIBIT A

TASK ORDER

This Task Order pertains to an Agreement by and between City of Summerset, ("OWNER"), and HDR Engineering, Inc. ("ENGINEER"), dated 12/19/2022, 2022, ("the Agreement"). Engineer shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER:

PROJECT NAME:

PART 1.0 PROJECT DESCRIPTION:

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT:

PART 3.0 OWNER'S RESPONSIBILITIES:

PART 4.0 PERIODS OF SERVICE:

PART 5.0 ENGINEER'S FEE:

PART 6.0 OTHER:

This Task Order is executed this 19 day of December, 2022.

City of Somerset
"OWNER"

HDR ENGINEERING, INC.
"ENGINEER"

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

ADDRESS: _____

ADDRESS: _____

EXHIBIT B
TERMS AND CONDITIONS

HDR Engineering, Inc. Terms and Conditions for Professional Services

1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

2. INSURANCE/INDEMNITY

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. If flying an Unmanned Aerial System (UAS or drone), ENGINEER will procure and maintain aircraft unmanned aerial systems insurance of \$1,000,000 per occurrence.

OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for third party personal injury and property damage claims to the extent caused by ENGINEER's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; and/or fines or penalties), loss of profits or revenue arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract. The employees of both parties are intended third party beneficiaries of this waiver of consequential damages.

3. OPINIONS OF PROBABLE COST (COST ESTIMATES)

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be

entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. OWNER agrees to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

5. CONTROLLING LAW

This Agreement is to be governed by the law of the state where ENGINEER's services are performed.

6. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

7. SUCCESSORS, ASSIGNS AND BENEFICIARIES

OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other. No third party beneficiaries are intended under this Agreement.

8. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees,

arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

9. TERMINATION OF AGREEMENT

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice to the other party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

10. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

11. INVOICES

ENGINEER will submit monthly invoices for services rendered and OWNER will make payments to ENGINEER within thirty (30) days of OWNER's receipt of ENGINEER's invoice.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date OWNER receives ENGINEER's invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance

of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

13. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

15. HAZARDOUS MATERIALS

OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

16. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and

OWNER, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

17. ALLOCATION OF RISK

OWNER AND ENGINEER HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING ENGINEER'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS, SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF ENGINEER (AND ITS RELATED CORPORATIONS, SUBCONSULTANTS AND EMPLOYEES) TO OWNER AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE LESSER OF \$1,000,000 OR ITS FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF ENGINEER'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. ENGINEER'S AND SUBCONSULTANTS' EMPLOYEES ARE INTENDED THIRD PARTY BENEFICIARIES OF THIS ALLOCATION OF RISK.

18. LITIGATION SUPPORT

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

19. NO THIRD PARTY BENEFICIARIES

Except as otherwise provided in this Agreement, no third party beneficiaries are intended under this Agreement. In the event a reliance letter or certification is required under the scope of services, the parties agree to use a form that is mutually acceptable to both parties.

20. UTILITY LOCATION

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the OWNER's property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The OWNER agrees to waive any claim against ENGINEER and will indemnify and hold ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.

21. UNMANNED AERIAL SYSTEMS

If operating UAS, ENGINEER will obtain all permits or exemptions required by law to operate any UAS included in the services. ENGINEER's operators have completed the training, certifications and licensure as required by the applicable jurisdiction in which the UAS will be operated. OWNER will obtain any necessary permissions for ENGINEER to operate over private property, and assist, as necessary, with all other necessary permissions for operations.

22. OPERATIONAL TECHNOLOGY SYSTEMS

OWNER agrees that the effectiveness of operational technology systems and features designed, recommended or assessed by ENGINEER (collectively "OT Systems") are dependent upon OWNER's continued operation and maintenance of the OT Systems

in accordance with all standards, best practices, laws, and regulations that govern the operation and maintenance of the OT Systems. OWNER shall be solely responsible for operating and maintaining the OT Systems in accordance with applicable laws, regulations, and industry standards (e.g. ISA, NIST, etc.) and best practices, which generally include but are not limited to, cyber security policies and procedures, documentation and training requirements, continuous monitoring of assets for tampering and intrusion, periodic evaluation for asset vulnerabilities, implementation and update of appropriate technical, physical, and operational standards, and offline testing of all software/firmware patches/updates prior to placing updates into production. Additionally, OWNER recognizes and agrees that OT Systems are subject to internal and external breach, compromise, and similar incidents. Security features designed, recommended or assessed by ENGINEER are intended to reduce the likelihood that OT Systems will be compromised by such incidents. However, ENGINEER does not guarantee that OWNER's OT Systems are impenetrable and OWNER agrees to waive any claims against ENGINEER resulting from any such incidents that relate to or affect OWNER's OT Systems.

23. FORCE MAJEURE

ENGINEER shall not be responsible for delays caused by factors beyond ENGINEER's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the OWNER to furnish timely information or approve or disapprove of ENGINEER's services or work product, or delays caused by faulty performance by the OWNER's or by contractors of any level or any other events or circumstances not within the reasonable control of the party affected, whether similar or dissimilar to any of the foregoing. When such delays beyond ENGINEER's reasonable control occur, the OWNER agrees that ENGINEER shall not be responsible for damages, nor shall ENGINEER be deemed in default of this Agreement, and the parties will negotiate an equitable adjustment to ENGINEER's schedule and/or compensation if impacted by the force majeure event or condition.

24. EMPLOYEE IMMUNITY (Only for Projects Located in Florida)

THE PARTIES ACKNOWLEDGE THAT PURSUANT TO APPLICABLE FLORIDA STATUTES AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE WITH REGARD TO SERVICES PROVIDED UNDER THIS AGREEMENT. To the maximum extent permitted by law, the Parties intend i) that this limitation on the liability of employees and agents shall include directors, officers, employees, agents and representatives of each Party and of any entity for whom a Party is legally responsible, and ii) that any such employee or agent identified by name in

this Agreement shall not be deemed a Party. The Parties further acknowledge that the Florida statutes referred to above include but are not limited to: §558.0035(1)(a)-(e); §471.023(3)(an engineer is personally liable for negligence except as provided in § 558.0035); §472.021(3) (surveyor and mapper); §481.219(11)(architect and interior designer); §481.319(6) (landscape architect); and §492.111(4) (geologist).

EXHIBIT A

TASK ORDER

This Task Order pertains to an Agreement by and between The City of Summerset, (“OWNER”), and HDR Engineering, Inc. (“ENGINEER”), dated December 19, 2022, (“the Agreement”). Engineer shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: 2023-01

PROJECT NAME: 2023 General Engineering Services

PART 1.0 PROJECT DESCRIPTION: General City Engineering Services

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT:

- Activity 1 – On-Call Engineering Services
 - Contract Management
 - City Coordination Meetings
 - Drainage Reviews
 - Funding/Grant Application Support
 - Survey Support
 - Other items as directed by the OWNER, not covered under other project specific Task Order.
- Activity 2 – On-Call CADD Services
- Activity 3 – Minor Plat Review
- Activity 4 – Preliminary/Final Plat and Plan Review
 - Layout Plat Review
 - Preliminary Plat Review
 - Preliminary and Final Development plan reviews and coordination with Developer’s Engineer.
 - Committee and Commission Meeting Attendance (as requested)
 - Final Plat Review
- Activity 5 – Commercial Plat Review
- Activity 6 – Expenses
 - Direct Expenses associated with various Task Order activities.

PART 3.0 OWNER'S RESPONSIBILITIES: The OWNER shall provide the information set forth in paragraph 6 of the "HDR Engineering, Inc. Terms and Conditions for Professional Services.

PART 4.0 PERIODS OF SERVICE: January 2023 – December 2023

PART 5.0 ENGINEER'S FEE: The proposed fee is **\$34,060.00**. Compensation for ENGINEER'S services under this Agreement shall be on the basis of Time and Materials, which shall mean an hourly rate to be paid as total compensation for each hour an employee works on the project, plus Reimbursable Expenses. Hourly Rates are outlined in the attached "HDR Engineering - 2023 Hourly Billing Rates"

Reimbursable Expense shall mean the actual expenses incurred directly in connection with the Project for transportation travel, subconsultants, subcontractors, printing and other incurred expense.

This Task Order is executed this 19 day of December, 2022.

The City of Summerset
"OWNER"

HDR ENGINEERING, INC.
"ENGINEER"

BY: _____

BY: Jason L. Kjenstad

NAME: _____

NAME: Jason Kjenstad

TITLE: _____

TITLE: Vice President

ADDRESS: _____

ADDRESS: 703 Main St. Suite 200
Rapid City, SD 57701

202

City of Summerset - General Engineering Services Task Order Manhour Estimate - 2023 Task Order #1 - General Engineering Services										
Personnel	Dustin Hamilton	Lindsay Shagla	Chris Bailey	Gary Anderson	Nolan Fraser	TJ Yerdon	Rich Liggett	Carla Schwebach	Ellen Erickson	
Rate Category/Description	Managing Principal	Project Manager/Engineer III	Engineer V	Senior Land Surveyor	Land Surveyor	Engineer V	CADD/GIS Tech V	Project Controller	Project Assistant	
Billing Rate	\$215.00	\$145.00	\$180.00	\$155.00	\$135.00	\$180.00	\$155.00	\$95.00	\$95.00	Total Hours Total Cost
Activity 1 - On-Call Engineering	6	40	2	10	8			16	6	88
Activity 2 - On-Call CADD							16			16
Activity 3 - Minor Plat Review		8		10						18
Activity 4 - Prelim/Final Plat & Plan Review		60	2	20		2				84
Activity 5 - Commercial Permit Review		20								20
Activity 6 - Expenses										
Subtotals	6	128	4	40	8	2	16	16	6	226
Task Order 2023-#1 Totals	6	128	4	40	8	2	16	16	6	226
Average Hours Per Week	0.1	2.5	0.1	0.8	0.2	0.0	0.3	0.3	0.1	
Total Cost Summary										
Total Hours 226										
Total Labor \$32,780.00										
Direct Costs \$1,280.00										
Total Cost \$34,060.00										

HDR Engineering 2023 Hourly Billing Rates

Enclosed are the 2023 Hourly Billing Rates for HDR Engineering. These rates shall be adjusted annually to reflect any salary adjustments incurred by employees. The rates listed below do not include reimbursable expenses or hourly rates for equipment as defined below.

<u>Description</u>	<u>Billing Rate/Hour</u>
Managing Principal	225
Senior Project Manager	215
Project Manager III	195
Project Manager II	180
Project Manager I	170
Engineer VI	195
Engineer V	180
Engineer IV	170
Engineer III	145
Engineer II	130
Engineer I	120
Senior ASME Engineer	195
ASME Engineer	180
System Integrator Engineer III	195
System Integrator Engineer II	155
System Integrator Engineer I	115
Engineering/Field Services Technician V	175
Engineering/Field Services Technician IV	160
Engineering/Field Services Technician III	135
Engineering/Field Services Technician II	115
Engineering/Field Services Technician I	105
Cadd/GIS Technician V	155
Cadd/GIS Technician IV	135
Cadd/GIS Technician III	115
Cadd/GIS Technician II	105
Cadd/GIS Technician I	95
Right of Way IV	195
Right of Way III	175
Right of Way II	155
Right of Way I	120
Right of Way Coordinator	95
Environmental Scientist V	180
Environmental Scientist IV	160
Environmental Scientist III	140
Environmental Scientist II	125
Environmental Scientist I	110

Senior Land Surveyor	155
Land Surveyor	135
Survey Technician III	125
Survey Technician II	110
Survey Technician I	95
Senior Construction Manager	195
Construction Manager	185
Construction Engineer III	175
Construction Engineer II	160
Construction Engineer I	135
Construction Inspector	105
Strategic Communications/Graphic Designer IV	165
Strategic Communications/Graphic Designer III	145
Strategic Communications/Graphic Designer II	130
Strategic Communications/Graphic Designer I	100
Project Controller	95
Project Assistant	95
Admin Assistant	70

HDR has technical experts in various geographic locations that may be utilized based on specific project need. This specialized expertise is not subject to the above rates and associated billing rates are to be determined at the time of contract negotiation.

Direct Expenses

Drone	\$275.00 per day
Traffic Counting Equipment	\$120.00 per hour
Survey/GPS Equipment	\$50.00 per hour
Robotic Total Station	\$50.00 per hour
Side-by-Side Utility Vehicle	\$25.00 per hour
Handheld GPS	\$20.00 per hour
Mileage	\$0.75 per mile

Printing:

B&W 8.5x11	\$0.041 each
Color 8.5x11	\$0.138 each
B&W 11x17	\$0.079 each
Color 11x17	\$0.273 each
Plots Bond	\$0.459 per sq. ft.

OTHER REIMBURSABLE EXPENSES

Reimbursable Expense shall mean the actual expenses incurred directly or indirectly in connection with the Project for travel, meals, subconsultants, shipping, and other incurred expense. Unless negotiated otherwise in the contract, HDR will add 10% to invoices received from subconsultants to cover administrative expenses and vicarious liability. Specialty equipment charges apply to specific equipment used on the project.

CITY OF SUMMERSET
RESOLUTION 2014-29
CITY COMMISSION ACTING AS BOARD ADJUSTMENT

Discussion

Whereas, the City of Summerset is a South Dakota Municipal Corporation authorized by South Dakota law to pass resolutions and enact ordinances relating to planning and zoning within its municipal boundaries; and

Whereas, the City of Summerset has passed and implemented ordinances establishing a Planning and Zoning Commission; and

Whereas, the City of Summerset also has in effect a zoning ordinance governing the planning and development of the municipality within its boundaries; and

Whereas, the zoning ordinances provide for the consideration of variances upon request and satisfaction of certain requirements to be established by the applicant requesting the variance; and

Whereas, the zoning ordinance at Chapter 2.40 states that a Board of Adjustment shall be established for the purpose of considering variance applications, and that such Board of Adjustment may, in appropriate cases and subject to appropriate conditions and safeguards, grant variances to the terms of the zoning ordinance; and

Whereas the zoning ordinance provides that the membership of the Board of Adjustment shall be either the Planning and Zoning Commission or the City of Summerset Board of Commissioners acting as the Board of Adjustment or, alternatively, that said Board of Adjustment shall consist of five persons appointed by the Mayor. *Zoning ordinance Chapter 2.40.030*; and

Whereas, since its incorporation, the City Planning and Zoning Commission has acted properly as the Board of Adjustment consistent with and pursuant to South Dakota law and the applicable City ordinances; and

Whereas South Dakota law at SDCL 11-4-24 provides that, in lieu of appointing a board of adjustment, the governing body of any municipality having adopted and in effect a zoning ordinance may act as and perform all the duties and exercise the powers of such board of adjustment; and

Whereas, the City at this time desires to amend and change the designation as to the Board of Adjustment to reflect that the members City of Summerset Board of Commissioners shall act and sit as the Board of Adjustment in the future as to all matters to be considered by said Board, to include variances.

NOW THEREFORE, BASED UPON THE FOREGOING, BE IT RESOLVED that pursuant to SDCL 11-4-24 the City of Summerset Board of Commissioners is hereby designated to act as the Board of Adjustment for all purposed contemplated by South Dakota law and all applicable City ordinances, and that the City Board of Commissioners may act as and perform all duties and exercise all powers of such Board of Adjustment.

Dated: November 6, 2014.

ATTEST:

Finance Officer
Catherine Haveman

George Mandas
Mayor

NORTH REGION

3975 Sturgis Road, Rapid City, SD 57702
PO Box 2720, Rapid City, SD 57709
TEL 605.394.3300
FAX 605.341.3446 (estimating)
FAX 605.342.4513 (accounting)



SIMON

A COLAS COMPANY

December 5, 2022

Construction Change Order #1 Proposal

RE: Infinity Drive Roadway Improvements - Summerset, SD
WE HEARBY SUBMIT ESTIMATES FOR:

MUST USE ALL ITEMS LISTED BELOW

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
8	Topsoil *(Adjusted Unit Price)	170	CY	\$45.24	\$7,690.80
15	Aggregate Base Course *(Adjusted Unit Price)	1791	TN	\$33.96	\$60,822.36
18	Ordinary Shaping *(New Bid Item)	5255	SY	\$2.48	\$13,032.40
Total					\$81,545.56

CLARIFICATIONS:

Bid Item 13 will underrun 326.11 CY from 630 CY. This is a reduction in the contract of (-\$12,066.07)

Bid Item 8 price adjustment is due to the condition of the existing topsoil. Compost will be mixed in to create a better product.

Bid Item 15 is anticipated to underrun ~1219 TN from 3010 TN. The price increase is due to fixed costs in the bid item.

Bid Item 18 was needed for the cutting and shaping of the road.

- 1 Prices as quoted are good for 30 days.
- 2 Quantities used are approximate and subject to physical measurements.
- 3 This was additional work not included or foreseen within the original contract.
- 4 This additional scope of work will be done through a change order to the contract.
- 5 Engineering, permits, development fees, or inspection fees - all by others.
- 6 Bid Excludes: Anything not listed as an item above.
- 7 This proposal and notes must be accepted as a part of the contract and so be specified if a special contract form is used.
- 8 SD 2% Contractors Excise Tax is included.
- 9 Owner accepts our work immediately after it is installed. Simon or our subcontractor is not responsible for damage done to our work by other parties near the project.
- 10 Must use all items listed above.
- 11 For questions regarding this proposal please contact Ryan Skillingstad @ 605-215-4758, and/or rskillingstad@simonteam.com
- 12 Please confirm acceptance of our CCO by signing and returning to Simon. We Inturn will sign and forward a copy back to you serving as our executed CCO to perform the workscope as proposed above for Summerset.

SIMON - NORTH REGION

Ryan Skillingstad
Project Engineer

Execution of Contract

SIMON Contractors of SD, Inc.

Darren Gebhart
Construction Manager

Date

Acceptance of Proposal

Signature

Date