

**SUMMERSET CITY COMMISSION  
REGULAR MEETING  
SUMMERSET MUNICIPAL BUILDING  
7055 LEISURE LANE  
THURSDAY, JUNE 2nd, 2022 6:00 P.M.**

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

Mayor Torno led in the Pledge of Allegiance.

Commissioner Butler gave the invocation.

**Motion** by Hirsch, second by Butler, to approve the agenda for the regular meeting of the Somerset City Commission for June 2nd, 2022. Motion carried.

**CONSENT CALENDAR**

**Motion** by Kitzmiller, second by Nasser, to approve the minutes of the regular meeting of May 19th, 2022. Motion carried.

**Motion** by Butler, second by Hirsch, to approve the minutes of the special meeting of May 19th, 2022. Motion carried.

**APPROVAL OF CLAIMS**

**Motion** by Nasser, second by Kitzmiller, to approve the claims and hand checks in the amount of \$235,063.86 from May 19th, 2022 through June 1st, 2022 as presented or amended. Motion carried.

A&B BUSINESS SOLUTIONS	Monthly Contracts	730.69
ALLEN, DON	Cell Phone Stipend	450.00
AMBROSE, JONATHAN	Cell Phone Stipend	50.00
AMERICAN LEGAL	Internet Supp Pages	158.00
ANGLIN, MITCH	Cell Phone Stipend	50.00
AQUA AEROBIC SYSTEMS	Cloth Sock-WWTP	3,302.26
AT&T MOBILITY	FirstNet SSPD NetMotion	3.24
BLACK HILLS ENERGY	May 2022	5,762.50
Butler, Dave	Cell Phone Stipend	50.00
CANDACE SEALEY	Cell Phone Stipend	50.00
CASEY PETERSON & ASSOC., LTD	Audit 2021	19,024.06
DAVIS, OWEN	Cell Phone Stipend	50.00
DUCHENEAUX, HALAYNA	Uniform Allowance	450.00
FMG ENGINEERING	Street Testing	305.20
HDR ENGINEERING, INC	Engineering Fees	7,589.95
HEALTH POOL OF SD	Employee Medical Ins	15,328.41
HERMANSON EGGE ENGINEERING	6 Residential Insps	682.50
HIRSCH, CLYDE	Cell Phone Stipend	50.00
JUSO, COLTON	Uniform Allowance	450.00

KITZMILLER, MICHAEL	Cell Phone Stipend	50.00
MACRANDER, MATTHEW	Uniform Allowance	450.00
MEADE COUNTY REG OF DEEDS	Recording Fees- Wiggs	60.00
MID-AMERICAN RESEARCH CHEMICAL	WWTP Supplies	150.87
MONTANA DAKOTA UTILITIES	Monthly Expense	1,205.32
MONTILEAUX, CASEY	Uniform Allowance	450.00
NASSER, ALEXIS	Cell Phone Stipend	50.00
NASSER,RICH	Uniform Allowance	450.00
O'GRADY, BRENDA	Cell Phone Stipend	50.00
PALMER, BRANDY	Uniform Allowance	450.00
RAPID CITY JOURNAL	Publications	688.87
RUSHMORE EQUIPMENT LLC	2008 Cat D6K	1,550.00
SCHIEFFER, LISA	Cell Phone Stipend	50.00
SCHROCK, BRIELLE	Cell Phone Stipend	50.00
SD DEPARTMENT OF REVENUE	You'Nique Brew Malt Bev	150.00
SDRS-SUPPLEMENTAL	May 2022 Sup Ret Conts	625.00
SERVALL UNIFORM & LINEN SUPPLY	Monthly Fees	160.39
SMITH, JEFF	Cell Phone Stipend	50.00
TORNO, MELANIE	Cell Phone Stipend	50.00
USA BLUEBOOK	WWTP Supplies	116.25
VAST BROADBAND	Fax/phone/internet	1,119.66
Verizon Wireless	LE voice/ mob- equip charges	190.10
WESTERN COMMUNICATIONS INC.	Portable Radio	487.50
SDRS	May 2022 Retirement Cont	8,806.26
UNITED STATES TREASURY	Payroll Tex Deposit May 2022	14,666.83
USDA	USDA Payment EFT	148,400.00

#### **APPROVAL OF PAYROLL – May 2022 – SDCL 6-1-10**

**Motion** by Hirsh, second by Butler to approve the payroll for April 2022. Motion carried.

Dept. 4000 - \$17,597.93 Wastewater/Public Works

Dept. 4110 - \$2,916.65 Commission

Dept. 4120 - \$1,083.33 Mayor

Dept. 4140 - \$13,187.32 Finance

Dept. 4210 - \$31,560.15 Police

Dept. 4652 - \$975.00 Planning & Zoning

#### **UTILITY BILLING ADJUSTMENTS**

**Motion** by Butler, second by Nasser to approve utility billing adjustments of \$215.66 for the period May 1<sup>st</sup> thru May 31<sup>st</sup>, 2022. Motion carried.

#### **Commission Reports**

Commissioners gave report on their monthly duties.

**CONTINUED HEARING ON NEW MALT BEVERAGE APPLICATION FOR 2022-2023**

**Motion** by Kitzmiller, second by Nasser to take the matter off the table from the May 19<sup>th</sup>, 2022 meeting. Motion carried.

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

**Motion** by Kitzmiller, second by Hirsch to deny retail the On-Off Sale Malt Beverage and SD Farm Wine License, Skye Potter – Run Wild, 7089 Infinity Drive Summerset SD, 0C.68.07, Infinity Business Park Sub Lot 7, due to location suitability. Motion carried.

**SECOND READING OF ORDINANCE 2022-06 AN ORDINANCE AMENDING ORDINANCE TITLE V, CHAPTER 153, SUBSECTION 153.214 FEES.**

**Motion** by Kitzmiller, second by Butler to approve second reading of Ordinance 2022-06. Motion carried.

**Motion** by Kitzmiller, second by Nasser to adopt Ordinance 2022-06. Motion carried.

**SDML WORKER'S COMPENSATION COVERAGE AGREEMENT**

**Motion** by Hirsch, second by Butler to approve the agreement. Motion carried.

**CITIZENS INPUT-** None

**UPCOMING EVENTS:** City Offices closed June 20th

**ITEMS FROM CITY ATTORNEY**

**Motion** by Kitzmiller, second by Nasser, to enter into executive session at 6:24 p.m. per SDCL 1-25-2 for discussing legal, economic development, negotiations, and personnel issues. Motion carried.

**Motion** by Kitzmiller, second by Nasser, to exit executive session at 7:21 p.m. Motion carried.

**ADJOURNMENT**

**Motion** by Hirsch, second by Butler, to adjourn at 7:22 p.m. Motion carried.

(SEAL)

ATTEST:

\_\_\_\_\_  
Candace Sealey  
Finance Officer

\_\_\_\_\_  
Melanie Torno  
Mayor

Published once \_\_\_\_\_ at a cost of \$\_\_\_\_\_.

Check Register Report

Date: 06/13/2022

Time: 2:44 PM

Page: 1

City of Summerset

BANK BANKWEST

Check Number	Check Date	Status	Void/St op Date	Reconcil e Date	Vendor Number	Vendor Name	Check Description	Amount
<b>BANKWEST Checks</b>								
25583	06/13/22	Printed			1414	AMERICAN LEGAL	2022 S-4 SUPP EDIT PGS	434.16
25584	06/13/22	Printed			0021	BLACK HAWK WATER USERS DISTRIC	MONTHLY USAGE- 7055 LEISURE LN	36.25
25585	06/13/22	Printed			1504	CBH CO-OP	GOVT FUEL	3,963.88
25586	06/13/22	Printed			0036	CITY OF RAPID CITY	SOLID WASTE DISPOSAL	4,115.67
25587	06/13/22	Printed			0765	DEMERSSEMAN JENSEN	LEGAL SERVICES	2,192.50
25588	06/13/22	Printed			0246	GOLDEN WEST	COMPREHENSIVE SERVICES	2,859.50
25589	06/13/22	Printed			1369	GREENAPSIS	JANITORIAL GOVT BLDS	475.00
25590	06/13/22	Printed			0544	Gunderson & Palmer	LEGAL FEES	550.00
25591	06/13/22	Printed			0698	HAWKINS INC.	BUG PACKS	444.40
25592	06/13/22	Printed			1133	HDR ENGINEERING, INC	ENGINEERING FEES	72,637.50
25593	06/13/22	Printed			1473	JOHN WALKER	BBQ PORK BUTT	101.82
25594	06/13/22	Printed			1566	JUSO, COLTON	BBQ SAUCE	62.58
25595	06/13/22	Printed			0324	Kayl, Anthony	CELL PHONE STIPEND	50.00
25596	06/13/22	Printed			0664	MEADE COUNTY REG OF DEEDS	RECORDING FEE	90.00
25597	06/13/22	Printed			1822	MERCY GATE CHURCH	DONATION- SUMMERFEST	500.00
25598	06/13/22	Printed			1433	MIDCONTINENT COMMUNICATIONS	WWTP TELEPHONE	198.94
25599	06/13/22	Printed			1157	MIDCONTINENT TESTING	MID CONTINENT TESTING	321.00
25600	06/13/22	Printed			1408	PALMER, BRANDY	TRAVEL REIMB- PER DIEM	34.00
25601	06/13/22	Printed			1821	POTTER, SKYE	REFUND- APPLICATION DENIED	425.00
25602	06/13/22	Printed			0007	PRINT MARKET	BUSINESS CARDS	106.00
25603	06/13/22	Printed			1748	SANITATION PRODUCTS	COVER	505.18
25604	06/13/22	Printed			1732	SCHIEFFER, LISA	TRAVEL REIMB	52.92
25605	06/13/22	Printed			0167	SD DEPARTMENT OF	SD EXEMPT ENT LIC APP	14.20
25606	06/13/22	Printed			0956	SD Federal Property Agency	OSHKOSH SNOWPLow TRUCK	7,675.00
25607	06/13/22	Printed			1328	SERVALL UNIFORM & LINEN SUPPLY	MONTHLY FEES	160.39
25608	06/13/22	Printed			1302	TIME EQUIPMENT RENTAL	CUTTING EDGE/ CURB GUARD	691.00
25609	06/13/22	Printed			1023	TYLER TECHNOLOGIES, INC	MAINT AND ANNUAL FEES	5,314.71
25610	06/13/22	Printed			1024	USA BLUEBOOK	WWTP SUPPLIES	288.56

**Total Checks: 28** **Checks Total (excluding void checks): 104,300.16**

**Total Payments: 28** **Bank Total (excluding void checks): 104,300.16**

**BANKWEST EFT Checks**

102	06/13/22	Printed			1665	CARDMEMBER SERVICES	CREDIT CARD CHARGES	4,977.73
103	06/13/22	Printed			1245	SOUTH DAKOTA STATE TREASURER	SALES TAX MAY 2022	963.75

**Total Checks: 2** **Checks Total (excluding void checks): 5,941.48**

**Total Payments: 2** **Bank Total (excluding void checks): 5,941.48**

**Total Payments: 30** **Grand Total (excluding void checks): 110,241.64**

# May

## **Sanitation**

Hauled 134940 lbs of Solid waste, 5620 lbs of recycling, 9140 lbs of cardboard, and 60740 lbs of yard waste to the Landfill. Serviced solid waste equipment. And redelivered lost cans to homeowners. Also located and removed cans that had no owner.

## **Public works**

Met and continued follow up with Simon contractors about the various stages of the Mulberry project road repairs. Serviced the F-350. Met with HDR on platting and design about the wastewater treatment plant. Met again with HDR dealing with a homeowner complaint on Mulberry about the Castlewood drainage. Met with the homeowners about the complaint. Repaired a stool at the Police department. Started building new sewer plant access road. Purchased Snow removal equipment. Cleaned drain point on Freedom. Inspected drainages in Sun Valley for possible flooding. Removed broken street light from Sturgis road due to a traffic collision. Mowed city property and sprayed weeds.

Conducted interviews. Began training Jeff on duties within the city.

## **Code enforcement**

Answered several questions about fence requirements.

## **Parks**

Planned for Summerfest and set event date. Jun 11 at 4pm, to be held at city hall. Planted Tree for Arbor day at Stagebarn Middle School. Mowed parks and sprayed for weeds.

## **Miscellaneous**

Discovered that the current barbed wire fence encompassing the perimeter of the WWTP is outside the boundaries of city property, so a plat survey had been ordered to ensure that our new access road is fully on city property.

# May 2022 Waste Water Department report

## Daily Operations

5-10 Tucker Daniels came to look at Greenhouse with contractor  
5-11 Water Tree performed routine maintenance on RO system  
5-13 Talked to Jesse Tipmann from Groundbreaking about getting an estimate on new plant road.  
5-26 Meeting with HDR to discuss blueprints for new SBRs  
5-27 Chris Robinson from HDR was out taking measurements for SBR changes.

## Special Projects

5-6 Replaced 4 filter sections on filter #1  
5-9 Replaced 5 filter sections on filter #2  
5-13 Replaced 2 filter section on filter #2

## Misc

5-2 Received reply from Water Warriors on litigation

# MAY 2022 CITY ADMINISTRATOR REPORT

## ECONOMIC DEVELOPMENT

- Meeting with SEDC and Governor's Office of Economic Development representatives for future resource needs.
- Updated property listings for economic development.
- Zoom meeting with BH Community Economic Development - Rushmore Region
- Toured Skyridge Affordable Housing Project during GOSCOMA Conference.

## GRANTS

- Zoom meeting on Safe Streets & Roads for All Grant Applications w/ US Dept. of Transportation.
- FEMA Grant – reviewed the floodplain administrator letter by HDR. Final sent in.
- Researched Motorola grants for cameras.
- Researched Homeland Security grants.
- Researched Bureau of Justice Assistance grants.
- Reviewed grants with Department of Justice – Funding Opportunities.

## PLANNING & ZONING

- Reviewed Grading Permit application. Forwarded the same to HDR for review.
- Performed a document search for drainage on Mulberry.
- Met with P. Olsen on potential new build in Summerset USA.
- Sent incomplete grading permit letter to L. Berg.
- Set up meeting with M. Torno, P. Olsen, K. Starman regarding storage of recreational vehicles.
- Sent out annexation paperwork to realtor on Cpt. Soelzer property.
- M. Leon – new layout plan with the City.
- Discussion with R. Trupe regarding 32 acres in Summerset.
- Research on Infinity Drive for roadway plans.
- J. Simon requested a meeting on 7 Lots zoned as R-1.
- M. Croyley plat was withdrawn for their final platting.
- Met with P. Olsen regarding 11 acre parcel and potential sale.
- Preliminary/Final Plat of Lot 1 Block 3 – Summerset USA.
- Addressed Building Permit questions.
- Attended meeting with Y. Jorgensen, J. Simon, L. Shagla, M. Torno and A. Kayl for possible sale of property and rezoning.
- Sent back refund to C. Gollnick on rezoning sign and reminder on permit.
- Visited with J. Hanson on zoning and open storage requirements.
- Geo-testing set up for Infinity Drive.

\*See next page

## MISC. CONT

- Sent out emails regarding second-class municipalities and wage/grade scales.
- Visited with resident on phone regarding dog complaint. Sent complaint to appropriate departments.
- Attended training in Sturgis SD on Eagle View Connect – GIS.
- Meeting with C. Baumiller, L. Shagla, M. Torno and A. Kayl regarding Infinity Drive future paving.
- Sat on panel for Public Works interview.
- Sent new beer applicants/background checks off to Meade County.
- Sonic Wall updated with security suite – confirmed.
- Drafted Ordinance 2022-07 Geo Tech Requirements.
- Drafted Ordinance 2022-08 Corner lots in R1- Single Family Residential.
- Zoom – Golden West Quarterly Meeting.
- Attended the Elevate Housing Study Meeting – held at City Hall with Regional Leaders.
- Contacted SDPAA regarding insurance on new truck purchased by Public Works.
- Contacted SD DOT for a meeting regarding extension of Recreational Dr.
- Visited with Ken from Black Hawk Water regarding comment period for Ellsworth Authority well drilling.
- Reviewed Safety Benefits – Appointing Volunteers and Release of Liability Waiver.
- Reviewed action items that needed to be completed with Golden West.
- Set Golden West and Incode communication up to secure the I.P. Address for open portal.
- Sent claim off to SDPAA/National Insured for light pole that was hit by a car.
- Visited with new house owners in the community. Directed them to Meade County DOE to completed owner occupied status paperwork for taxation purposes.
- Set up new emails with Golden West on two new employees.
- Remote access acquired with Golden West on MacBooks.
- Worked on Release of Lien on Wiggs property.
- Reviewed contract on water machine.
- Sent malt beverage license renewals off to SD Dept. of Reveue.
- Discussion w/ P. Olsen regarding the no access road signs that can be picked up by Public Works.
- Working on Safety Benefits Loss Control Recognition awards.
- Attended GOSMA Conference – May 24<sup>th</sup> – May 26<sup>th</sup>.
- Meeting with M. Torno and Mr. and Mrs. Norman.
- Attended two (2) Commission Meetings.



**NOTICE FOR PUBLICATION**

**Ordinance 2022-07**

**AN ORDINANCE AMENDING ORDINANCE TITLE XV, CHAPTER 151,  
SUBSECTION 151.052 – SUPPLEMENTAL INFORMATION ORDINANCE OF  
SUMMERSET SD**

NOTICE IS HEREBY GIVEN that the City of Summerset will set the first reading on Ordinance #2022-07 Amending Title XV - Chapter 151, Subsection 151.052 – Supplemental Information.

Said first reading will be held at Summerset City Hall, 7055 Leisure Lane, Summerset SD on June 16th, 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 19th day of May 2022.

City of Summerset

Published once on \_\_\_\_\_, 2022, at the total approximate cost of \$\_\_\_\_\_.

ORDINANCE NO. 2022-07

AN AMENDMENT TO TITLE XV: LAND USE, CHAPTER 151: SUBDIVISIONS, 151.052 SUPPLEMENTAL INFORMATION

AN ORDINANCE SETTING GEOTECHNICAL REQUIREMENTS FOR DEVELOPERS

The following supplemental information shall be required unless the Board of Commissioners approves a variance request submitted by the subdivider to waive specific requirements. The submissions identified below are to include the number of paper copies indicated (inclusive of one original) plus one electronic copy (submitted by disk, email, or other electronic media approved by the Planning Official).

(A) *Soil erosion and sediment control plan: two paper copies.* Each copy shall contain the following:

- (1) A scaled topographic survey map of the proposed subdivision site showing proposed lot lines and two-foot contour intervals;
- (2) A soil erosion control plan showing locations and areas of anticipated soil disturbance and the proposed erosion control structures and practices that will be used to control the anticipated erosion;
- (3) A sediment control plan detailing the structures and practices that will be applied to control sediment generated by on-site erosion;
- (4) A seeding and planting plan for any screening strips or other landscaped areas required by the Board of Commissioners;
- (5) Evidence of acceptance of the subdivider's application onto the State National Pollution Discharge Elimination System (NPDES) permit by DENR; and
- (6) A soils engineering report and/or an engineering geology report may shall be requested by the Board of Commissioners when unstable soils or steep slopes are present within or adjacent to the subdivision.

Commented [LS1]: Take out may and replace with shall

Subdivision Required Improvements by Type.

**High Density subdivisions shall be required to have the following: (10,000 + sq. ft)**

Geotechnical soil borings must be completed by a geotechnical engineer with one soil boring hole at a depth of at least 15' deep per every 12 lots unless otherwise recommended that additional depth or additional soil borings based on soil conditions are needed by the geotechnical engineer.

**Modified High Density subdivision shall be required to have the following: (1 to 3 acres)**

Geotechnical soil borings must be completed by a geotechnical engineer with one soil boring hole at a depth of at least 15' deep per every six lots unless otherwise recommended that additional depth or additional soil borings based on soil conditions are needed by the geotechnical engineer.

**Medium Density subdivisions shall be required to have the following: (3 to 9 acres)**

Geotechnical soil borings must be completed by a geotechnical engineer with one soil boring hole at a depth of at least 15' deep per every four lots unless otherwise recommended that additional depth or additional soil borings based on soil conditions are needed by the geotechnical engineer.

**Commercial subdivisions shall be required to have the following:**

Geotechnical soil borings must be completed by a geotechnical engineer with one soil boring hole at a depth of at least 25' deep per every lot unless otherwise recommended that additional depth or additional soil borings based on soil conditions are needed by the geotechnical engineer.

**Multi-residential subdivisions shall be required to have the following: (1+ acres)**

Geotechnical soil borings must be completed by a geotechnical engineer with one soil boring hole at a depth of at least 25' deep per every four lots unless otherwise recommended that additional depth or additional soil borings based on soil conditions are needed by the geotechnical engineer.

**Commented [LS2]:** Add new section.

**NOTICE FOR PUBLICATION**

**Ordinance 2022-08**

**AN ORDINANCE AMENDING ORDINANCE TITLE XV, CHAPTER 155,**

**SUBSECTION 155.058 – AREA REGULATIONS ORDINANCE OF SUMMERSET SD**

NOTICE IS HEREBY GIVEN that the City of Summerset will set the first reading on Ordinance #2022-08 Amending Title XV - Chapter 155, Subsection 155.058 – Area Regulations.

Said first reading will be held at Summerset City Hall, 7055 Leisure Lane, Summerset SD on June 16th, 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 19th day of May 2022.

City of Summerset

Published once on \_\_\_\_\_, 2022, at the total approximate cost of \$\_\_\_\_\_.

ORDINANCE NO. 2022-08

AN AMENDMENT TO TITLE XV: LAND USE, CHAPTER 155: ZONING – R-1 SINGLE FAMILY RESIDENTIAL,  
155.058 AREA REGULATIONS

**§ 155.058 AREA REGULATIONS.**

All setbacks shall be measured from the owner's property line as follows:

(A) *Front setback.* All structures: 25 feet;

(1) Corner lots: two front setbacks and two side setbacks.

Commented [LS1]: ADD: Corner lots and setbacks

(B) *Side setback.*

(1) All structures: eight feet; and

(2) Exception for portable accessory buildings: two feet.

(C) *Rear setback.*

(1) Primary uses: 25 feet;

(2) (a) Unattached buildings of accessory use: eight feet; and

(b) Exception for portable accessory buildings: two feet.

(D) *Lot width.* There shall be a minimum lot width of 75 feet at the front building line;

(E) *Minimum lot size.* Eight thousand and five hundred square feet; for any non-residential use and their accessory buildings, 30,000 square feet; and

(F) *Maximum lot coverage.* Thirty five percent.

Prepared By:  
Brian S. Baczwaski  
Lynn, Jackson, Shultz & Lebrun, P.C.  
311 N. 27<sup>th</sup> Street, Suite 4  
Spearfish, SD 57783  
Telephone: (605) 722-9000

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### ACCESS EASEMENT

For and in consideration of One Dollar and Other Good and Valuable Consideration, receipt of which is hereby acknowledged, **Superior Custom Homes, LLC, a South Dakota limited liability company**, of 4992 N. Elk Vale Road, Rapid City, South Dakota 57701, **Grantor**, hereby grants an exclusive private access easement, for ingress and egress over, upon and across a portion of the following described real property, to-wit:

Lot 8 of Summerset Meadows Estates, City of Summerset, Meade County, South Dakota, located in the SE1/4SW1/4 of Sec 31, T.3N, R.7E, BHM, City of Summerset, Meade County, South Dakota(the “servient estate”),

to **The City of Summerset, South Dakota**, a Second Class Municipality, of 7055 Leisure Lane, Summerset, South Dakota 57718, **Grantee**, its successors and assigns,

Said easement is more particularly shown on the hereto attached and incorporated by reference Exhibit A and shall only be utilized by Grantee for such purposes as indicated therein. Such easement shall be perpetual and shall run with the land.

Maintenance and repair of the easement subsequent to its initial construction shall be paid solely by the Grantor, its successors and assigns. Both Grantee and servient estate and their invitees shall exercise reasonable care in the use of the driveway and damages outside the scope of normal wear and tear shall be the responsibility of the party causing the damage.



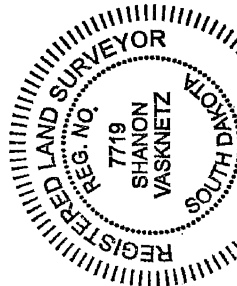
My Commission expires: \_\_\_\_\_

DRAFT

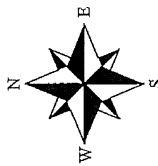


**'EXHIBIT A'**

For the purpose of showing the location of the Driveway for Lot 8.  
 Located on Lot 8 of Summerset Meadows Estates, City of Summerset, Meade County, South Dakota.  
 Located in the SE1/4SW1/4 of Sec. 31, T.3N., R.7E., B.H.M., City of Summerset, Meade County, South Dakota.

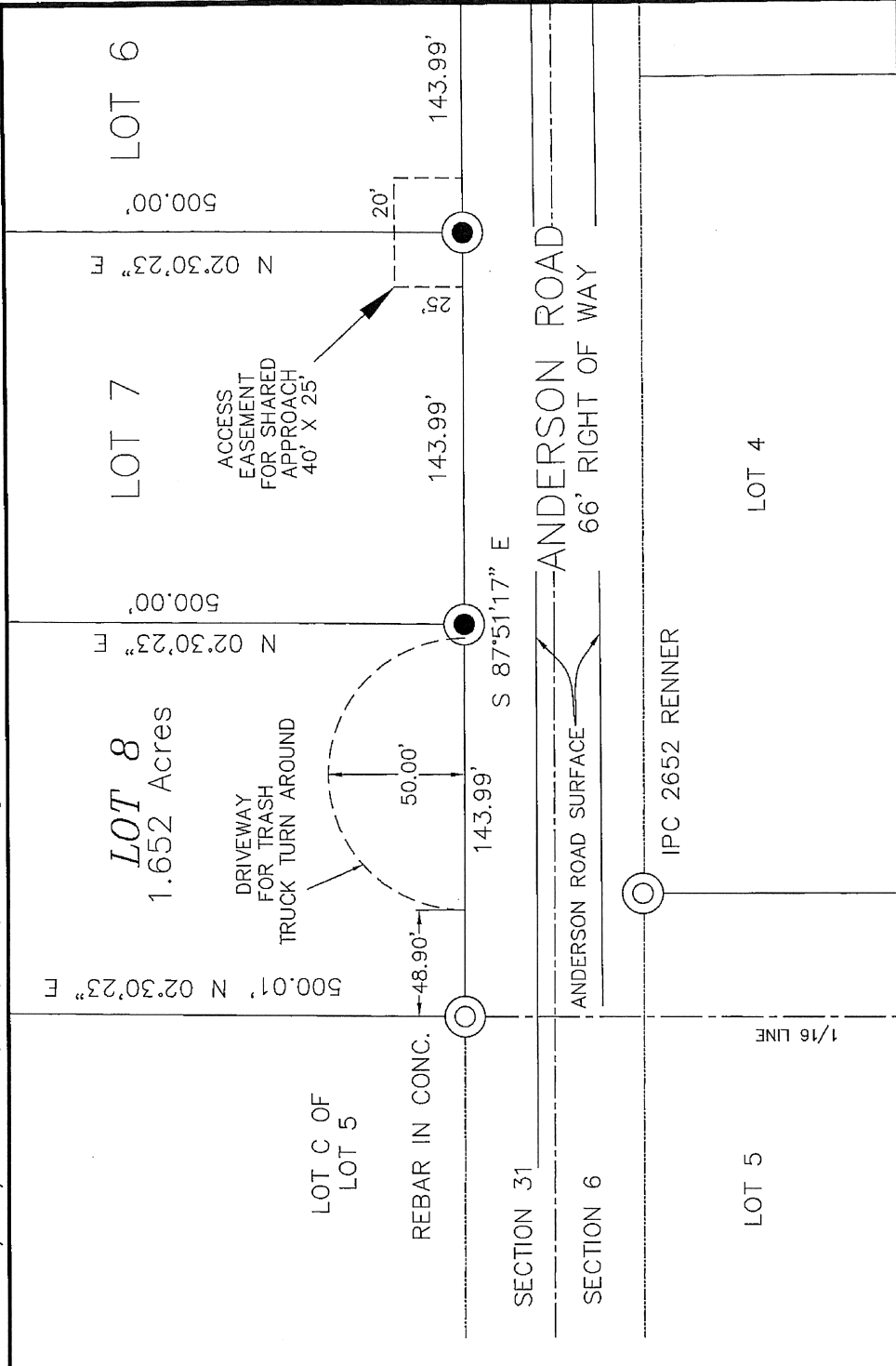


*Shanon Vasknetz*  
 Shanon Vasknetz SDRIS 7719



1" = 50 Feet  
 May 2022

PREPARED BY: Baseline Surveying Inc.,  
 2305 Junction Ave., Sturgis SD 57785  
 Phone: (605) 490-1401  
 Email: baseline@sturgissurveying.com  
 Job Number: 21-144



Prepared By:  
Brian S. Baczwaski  
Lynn, Jackson, Shultz & Lebrun, P.C.  
311 N. 27<sup>th</sup> Street, Suite 4  
Spearfish, SD 57783  
Telephone: (605) 722-9000

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## DECLARATION OF COVENANT FOR A RECIPROCAL ACCESS EASEMENT AND ROAD MAINTENANCE AGREEMENT

For and in consideration of One Dollar and Other Good and Valuable Consideration, receipt of which is hereby acknowledged, **Superior Custom Homes, LLC**, a South Dakota Limited Liability Company, of 4992 N. Elk Vale Road, Rapid City, South Dakota 57701 (“Declarant”), hereby declares the existence of a reciprocal covenant for access for ingress and egress, construction, installation, placement and maintenance of utilities over, upon, under and across the following described real property, to-wit:

Plat of Lots 1-10 of Summerset Meadows, City of Summerset, Meade County, South Dakota, formerly Tract 2 of Richardson Subdivision, Excepting Tract Well and Lot HA, located in the SE1/4SW1/4 of Section 31, Township 3 North, Range 7 Ease, Black Hills Meridian, City of Summerset, Meade County, South Dakota.

(“Property” or “Properties” as is applicable)

**1. Purpose:** The purpose of this Agreement is to dedicate and establish upon the Properties a reciprocal access easement and road maintenance agreement as it pertains to the shared boundary line between the Properties. This Agreement shall also determine the respective rights and obligations of the Property owners with respect to the operation and maintenance of the easement upon the Properties.

**2. Reciprocal Access Easement:** Declarant hereby dedicates a reciprocal access easement, (“*Easement*”), a cumulative Forty feet (“40’”) in width, with the centerline of such easement being the shared boundary line between the Properties, over, upon, under and across those parts of their respective Property that lies within the borders of the real property each owns, for the benefit of the herein described Properties. The Easement granted herein is perpetual and a private

non-exclusive easement and to be used only for the benefit of the Properties. The Properties shall be both burdened and benefitted by this easement.

3. **Maintenance of Easement:** The responsibility of easement maintenance, repairs, improvements, and snow removal will be apportioned equally to the owners of the Properties. The owners of the Properties shall undertake such repairs and/or maintenance of the easement on an as-needed basis to be determined by the owners. If an owner fails to perform their respective share of the general upkeep, maintenance, or repairs, the other owner may perform and/or pay their respective share. The non-defaulting owner is entitled to commercially reasonable reimbursement from the defaulting owner for all time and materials expended in performance of the defaulting owner's respective share. The owners' obligation to pay their proportionate share of the cost will also be an enforceable personal obligation as against the owner of the property. The owners shall work together to coordinate the authorized easement activities so as to make such as economical as possible and to minimize interference with the use of easement by the owners.

4. **Obstructions:** The easement shall not be obstructed in any way by rocks, boulders, fencing, or any manners of partition, so as to ensure that the Property owners shall have use of the easement at all times.

5. **Attorney's Fees:** Any party defaulting under this Agreement shall pay the reasonable attorneys' fees and court costs incurred by the non-defaulting party to enforce its rights regarding such default.

6. **Amendment:** This Agreement may not be amended or modified except by a writing signed by 100% of the Owners and filed of record in the Office of the Meade County Register of Deeds.

7. **Binding Effect:** This Agreement shall run with the land and shall be binding upon and shall inure to the benefit of the Declarant, subsequent owners of the Properties, their heirs, personal representatives, successors and assigns.

8. **Severability:** In the event that any portion of this Agreement is determined to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other provision herein.

9. **Governing Law:** This Agreement shall be governed by and construed according to the laws of the State of South Dakota.

10. **Written Memorandum:** This Agreement constitutes a memorandum of the final meeting of the minds between the parties hereto of all prior negotiations had by the parties in reference to all matters covered herein.



**COUNTY TREASURER'S CERTIFICATE**

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Meade County Treasurer

**CERTIFICATE OF CITY FINANCE OFFICER**

I, Finance Officer of the City of Summerset, South Dakota, do hereby certify that the City Commission has approved the resolution adopted by the City Commission of the City of Summerset, South Dakota at a meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Finance Officer

**CERTIFICATE OF CITY FINANCE OFFICER**

I, Finance Officer of the City of Summerset, do hereby certify that all special assessments which are liens upon the within described lands are fully paid according to the records of my office.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Finance Officer

**CERTIFICATE OF PLANNING COMMISSION**

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Planning Commission Member

**RESOLUTION OF CITY COMMISSION**

Whereas there has been presented to the City Commission of the City of Summerset, South Dakota, the within Plat of the above described lands, and it appears to this Council of Commissioners that:

- a. The location of streets set forth therein conforms to the system of streets established by the City of Summerset;
- b. All provisions of the City Subdivision Regulations have been complied with, and all special assessments upon the Tract or Subdivision have been fully paid;
- c. And such plat and survey thereof have been executed according to law.

NOW THEREFORE BE IT RESOLVED that said plat is hereby approved in all respects.

Dated at Summerset, South Dakota

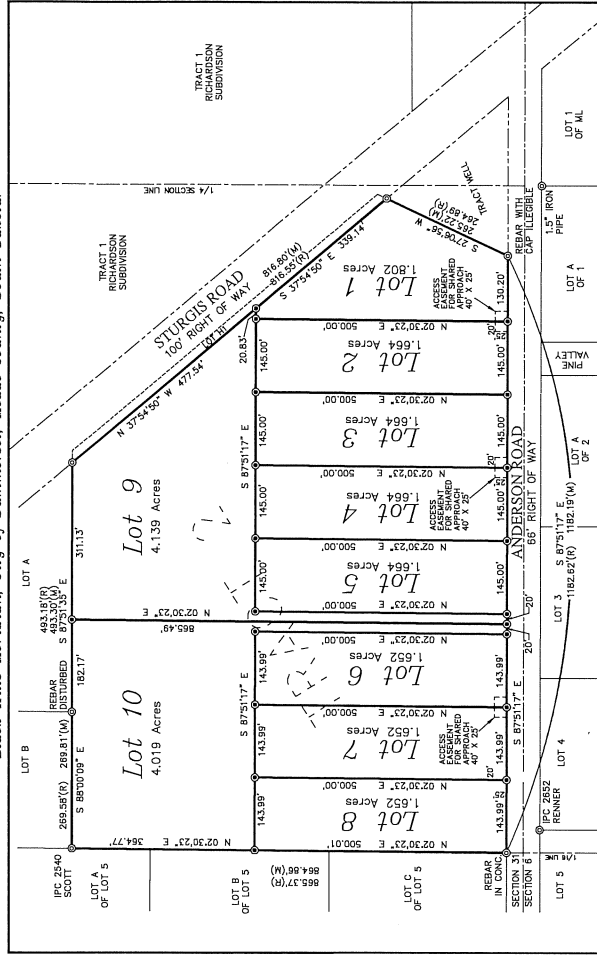
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Mayor

PREPARED BY: BASELINE SURVEYING, INC.,  
2505 JUNCTION AVENUE, STURGIS, S.D. 57785

**Plat of  
Lots 1-10 of Summerset Meadows.**

Formerly Tract 2 of Richardson Subdivision, Excepting Tract Well and Lot H. Located in the SE1/4SW1/4 of Section 31, Township 3 North, Range 7 East, Black Hills Meridian, Meade County, South Dakota.



**SURVEYOR'S NOTES**

- 1) Utility & Minor Drainage Easements: An eight foot wide easement for utility lines is hereby granted on the interior side of all lot lines. Removal or modification of any obstruction within the easement shall be the financial responsibility of landowners.
- 2) Plats of Record as Reference:  
Plat Book 22 Page 209  
Plat Book 17 Page 237  
Plat Book 17 Page 237  
Register of Deeds Office in Sturgis, South Dakota.
- 3) Building Restrictions per the most recently adopted Ordinance of the City of Summerset, South Dakota are hereby adopted and shall apply to all lots within the plat.
- 4) Basis of Bearings Using Geodetic North Determined from Global Positioning System (GPS).
- 5) Per FEMA Mapping, FIRM Panel 46093S, 1787E, Designated in an Area of Minimal Flood Hazard, Zone X, Effective Date 9/16/2011.

**LEGEND**

- Found 5/8" Rebar with Cap
- Found 1/2" Rebar with Cap
- ⊗ Found Rebar Unless Otherwise Noted.
- ⊙ Found IR with Cap marked "Broaz 5353"
- ⊕ Indicates dimensions previously recorded.
- (M) Indicates measured this survey.

21.577 ACRES ± TOTAL PLATTED AREA



SCALE: 1" = 150 Feet

APRIL 2022

DRAINAGE NOTES

All major drainage easements shown herein are shown for informational purposes only, but not limited to, buildings, walls, fences, hedges, trees and shrubs. These easements are shown for informational purposes only and do not constitute a contract, operate, maintain, inspect and repair such improvements and structures as it may be necessary to facilitate drainage from any source.

**CERTIFICATE OF DIRECTOR OF EQUALIZATION**

I, Director of Equalization of Meade County, South Dakota, do hereby certify that I have on record in my office a copy of the proposed access and all other additional approval.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Meade County Director of Equalization

**APPROVAL BY HIGHWAY OR STREET AUTHORITY**

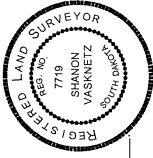
The location of the proposed access to the Highway or Street as shown herein is hereby approved. Any change in the location of the proposed access shall require additional approval.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Highway or Street Authority

**SURVEYOR'S CERTIFICATE**

I, Sharon E. Vackelatz, 2305 Junction Avenue, Sturgis, SD, being a Registered Land Surveyor in the State of South Dakota, do hereby state that at the request of the Owners listed herein, I have surveyed and platted the property shown and described herein. I have planned the plat in accordance with the laws of the State of South Dakota. My plat is correct to the best of my knowledge, information and belief. Easements or Restrictions of Miscellaneous Record or Private Agreements that are not known to me are not shown hereon.



IN WITNESS WHEREOF  
I hereunto set my hand and seal  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Sharon E. Vackelatz  
Registered Land Surveyor No. 7719

**OWNER'S CERTIFICATE**

I, Justin Rudland, President of Superior Custom Homes LLC, do hereby certify that I am the owner of the land shown and described herein, and that I did authorize and do join in and approve the survey and plat shown and described herein. I have read the plat and agree to all existing applicable zoning, subdivision, and erosion and sediment control regulations. Dedicated right-of-way as shown hereon is dedicated to public use.

IN WITNESS WHEREOF  
I hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Superior Custom Homes LLC, Owner (President) Justin Rudland

**ACKNOWLEDGEMENT OF OWNERS**

STATE OF SOUTH DAKOTA }  
COUNTY OF \_\_\_\_\_ } 55

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me, the undersigned officer, personally appeared Superior Custom Homes LLC, Justin Rudland, the person whose name is subscribed to the foregoing Owner's Certificate and acknowledged to me that they executed the same for purposes therein contained.

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

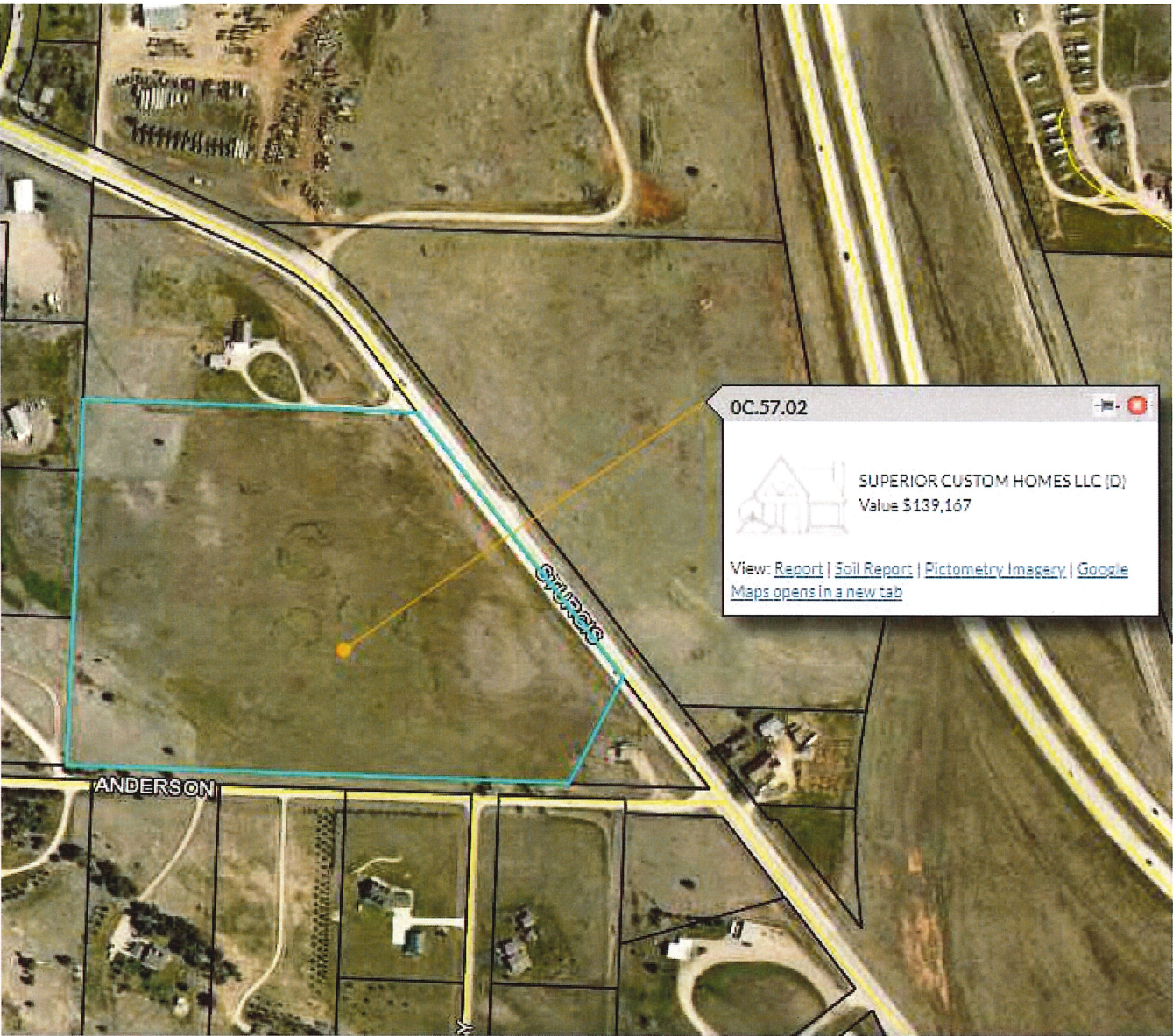
Notary Public \_\_\_\_\_ My commission expires: \_\_\_\_\_

**OFFICE OF REGISTER OF DEEDS**

Meade County Register of Deeds

PHONE: 605-490-1401 EMAIL: baseline@sturgissurveying.com JOB NUMBER: 21-144





0C.57.02

SUPERIOR CUSTOM HOMES LLC (D)  
Value \$139,167

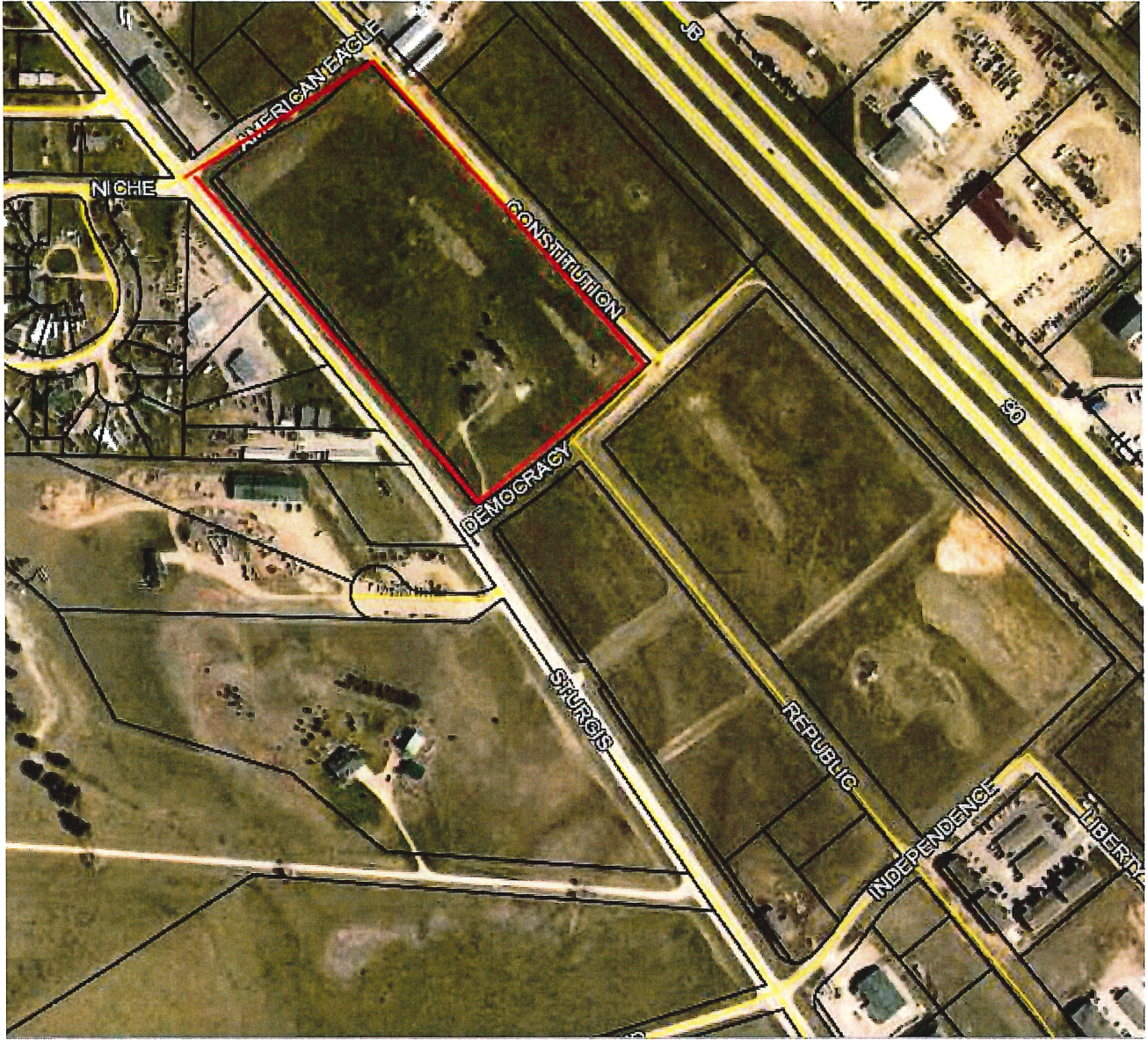
[View: Report](#) | [Soil Report](#) | [Pictometry Imagery](#) | [Google Maps opens in a new tab](#)

ternate ID n/a  
ass NAD  
reage n/a

Owner Address SUPERIOR CUSTOM HOMES LLC  
16564 RED CEDAR RD  
PIEDMONT SD 57769









**EXHIBIT A**  
**TASK ORDER**

This Task Order pertains to an Agreement by and between City of Summerset, South Dakota, (“OWNER”), and HDR Engineering, Inc. (“ENGINEER”), dated December 19, 2019, (“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: 2022-03

PROJECT NAME: Infinity Drive Roadway Improvements

PART 1.0 Project Description: Final design, bidding and construction administration for the asphalt paving of Infinity Drive.

PART 2.0 Scope of services to be performed by engineer under this task order includes the following engineering services:

**GENERAL**

The City of Summerset has a developer’s agreement to place asphalt pavement on Infinity Drive. HDR will provide topographic survey, final design, bidding services and construction administration for the project.

**SCOPE OF SERVICES**

**Activity 1. Project Management**

**Objective**

Coordinate task activities among the various HDR and City staff involved in completing the design. Manage the scope, schedule, and budget.

**Consultant Services**

1. Conduct financial and project record system setup, develop schedule, and monitor budget for project staff.
2. Routine communications among the project team.
3. Monitor internal costs, work products, quality control process, and schedule performance over the course of the project.
4. Prepare and submit monthly invoices. Prepare brief written progress reports each month to accompany the invoice.

**City Responsibilities**

1. Review monthly progress reports and respond to issues identified, if applicable.
2. Process monthly invoices. Communicate questions or issues to HDR Project Manager.



### **Assumptions**

- Six (6) monthly cost invoices.

### **Deliverables**

- Monthly invoice and progress report.

### **Activity 2. Topographic Survey**

#### **Objective**

Provide existing location of utilities and the location and elevation of the existing roadway.

#### **Consultant Services**

1. Survey of existing utility and roadway
2. Coordination with SD One-Call for utility locates
3. Establish project survey control points adequate for the purpose of construction staking by HDR or contractor selected surveyors

#### **Assumptions**

- There will not be a need to acquire any temporary or permanent easements, therefore a Right of Way survey will NOT be performed.

### **Activity 3. Final Design & Bidding**

#### **Objective**

HDR will provide final design for the Infinity Drive Roadway Improvements including plan and profile, typical section, general notes, erosion control, traffic control and bidding documents.

#### **Consultant Services**

1. Geotechnical recommendations will be used to complete final design of the Infinity Drive roadway.
2. Provide engineer's opinion of probable cost.
3. Bidding documents including instruction to bidders, advertisement to bidders, notice to proceed, etc. will be put together for the City to bid the project.
4. Provide Pre-bid meeting agenda and minutes.
5. Provide addendums.
6. Review received bids for accuracy, provide bid tabulation, and provide contract recommendation.



### **Assumptions**

- The City of Summerset will provide geotechnical recommendations from American Engineering Testing, Inc.
- Sheets to be included in the plans
  - Title Sheet
  - Estimate of Quantities
  - General Notes
  - Traffic Control
  - Erosion Control
  - Typical Section
  - Plan & Profile

### **Deliverables**

- 90% plans, specifications, and engineer's opinion of probable cost for review. (1 printed set & PDF)
- Final plans, specifications, and engineer's opinion of probable cost for bidding. (6 printed sets & PDF)
- Pre-bid Meeting minutes
- Addendums
- Contract recommendation letter

### **Activity 4. Construction Administration**

#### **Objective**

HDR will provide construction administration including, review of shop drawings, changes orders, and pay applications.

#### **City Responsibilities**

1. City will provide construction inspection.

#### **Consultant Services**

1. Review shop drawings, pay applications and change orders.
2. Answer design and specification questions

#### **Schedule**

Task Order Approval	May 2022
Site Survey	June 2022
90% Review Submittal	July 2022
Final Plans for Bid	August 2022



Bid Opening	August 2022
Construction Administration	August – October 2022

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: May 2022 – October 2022

PART 5.0 PAYMENTS TO ENGINEER:

Compensation for ENGINEER’S services under this Agreement shall be on the basis of Direct Labor Per Schedule of Pay Rates per the Employee discipline identified and attached herein, plus Reimbursable Expenses, and Engineer’s technology charges. Reimbursable Expense shall mean the actual expenses incurred directly or indirectly in connection with the Project for transportation travel, subconsultants, subcontractors, computer usage, telephone, telex, shipping and express, and other incurred expense.

This Task Order is executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CITY OF SUMMERSET, SOUTH DAKOTA  
“OWNER”

HDR ENGINEERING, INC.  
“ENGINEER”

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

## HDR Engineering 2022 Hourly Billing Rates

Enclosed are the 2022 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	165
Engineer VI	195
Engineer V	180
Engineer IV	165
Engineer III	145
Engineer II	130
Engineer I	115
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	155
Engineering/Field Services Technician III	125
Engineering/Field Services Technician II	105
Engineering/Field Services Technician I	95
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 Engineer III	175
Construction Engineer II	155
Construction Engineer I	125
<u>Construction Inspector</u>	<u>95</u>
Strategic Communications/Graphic Designer IV	165
Strategic Communications/Graphic Designer III	145
Strategic Communications/Graphic Designer II	130
<u>Strategic Communications/Graphic Designer I</u>	<u>100</u>
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**

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 transportation travel, subconsultants, subcontractors, computer usage, telephone, shipping, and express, and other incurred expense. Unless negotiated otherwise in the contract, HDR will add 10% to invoices received from subconsultants and subcontractors to cover administrative expenses and vicarious liability. Hourly equipment charges apply to specific equipment used on the project.

# ATTACHMENT 2

City of Summerset - Infinity Drive Roadway Improvements Task Order Manhour Estimate - 2022 Task Order #3 - Infinity Drive Roadway Improvements											
Rate Category/Description	Personnel										
	Dustin Hamilton	Lindsay Shaglia	Stacia Slowey	Gary Anderson	Nolan Fraser	Chris Bailey	Carla Schwabach	Ellen Erickson	Total Hours		Total Cost
Billing Rate	Senior Project Manager	Project Manager/Engineer II	Engineer III	Senior Land Surveyor	Land Surveyor	Engineer V QA/QC	Project Controller	Project Assistant			
Activity 1 - Project Management	2	12					8	2	24		\$2,940
Activity 2 - Topographic Survey				19	32				51		\$7,265
Activity 3 - Final Design & Bidding		43	4			2			49		\$6,530
Activity 4 - Construction Administration		25							25		\$3,250
Activity 5 - Expenses											\$ 2,486.48
<b>Subtotals</b>	2	80	4	19	32	2	8	2	149		\$19,985
<b>Task Order 2022-#3 Totals</b>	2	80	4	19	32	2	8	2	149		\$19,985
<i>Average Hours Per Week</i>	0.0	1.5	0.1	0.4	0.6	0.0	0.2	0.0			

Activity 6 - Expenses	
Travel/mileage	\$ 1,450.00
Printing	\$ 36.48
Survey/GPS Equipment	\$ 1,000.00
<b>Total Direct Costs</b>	<b>\$ 2,486.48</b>

Total Cost Summary	
Total Hours	149
Total Labor	\$19,985.00
Direct Costs	\$2,486.48
<b>Total Cost</b>	<b>\$22,471.48</b>