

**SUMMERSET CITY COMMISSION
REGULAR MEETING
SUMMERSET MUNICIPAL BUILDING
7055 LEISURE LANE
THURSDAY, MAY 19th, 2022 6:00 P.M.**

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

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 Summerset City Commission for May 19th, 2022. Motion carried.

CONSENT CALENDAR

Motion by Butler, second by Hirsch, to approve the minutes of the regular meeting of May 5th, 2022. Motion carried.

APPROVAL OF CLAIMS

Motion by Kitzmiller, second by Hirsch, to approve the claims and hand checks in the amount of \$110,061.42 from May 5th, 2022 through May 18th, 2022 as presented or amended. Motion carried.

BLACK HAWK WATER USERS DISTRICT	Monthly Usage- 7055 Leisure	42.50
BLUE LINE GRAPHICS	PD Vehicle Graphics	1,200.00
CBH CO-OP	Govt Fuel	3,989.67
CITY OF RAPID CITY	Solid Waste Disposal	3,843.61
DEMERSSEMAN JENSEN	Legal Services	2,175.00
DUCHENEAUX, HALAYNA	Cell Phone Stipend	50.00
FRONTIER STONE COMPANY	Motor Grading	797.50
GOLDEN WEST TECHNOLOGIES	SonicWall	941.30
GOLDEN WEST TECHNOLOGIES	Security Labor	225.00
GOLDEN WEST TECHNOLOGIES	Subscription License Comprehensive Man Svcs	2,128.44
GREENAPSIS	Pro fees- Jan Govt Builds	332.77
Gunderson & Palmer	Legal Fees	1,000.00
HAWKINS INC.	Bio Bags	444.40
HDR ENGINEERING, INC	Engineering Fees	4,250.00
HDR ENGINEERING, INC	WWTP Engineering	47,315.52
JOHNSON TREE COMPANY	Arbor Day Tree 2022 StgBM	1,000.00
KIEFFER SANITATION	Temp Portable Toilets	425.00
KODRU MOONEY EQUIPMENT INC	Actuator Parts and Freight	5,562.56
MEADE COUNTY AUDITOR	Dispatch Apr 2022	3,371.13
MIDCONTINENT COMMUNICATIONS	WWTP Telephone	198.50

MIDCONTINENT TESTING LABS	Mid Continent Testing	163.50
NBS CALIBRATIONS	Calibrate Lab Equip	469.00
SD Assoc of Rural Water System	Apr 2022 RW Expo	75.00
SD ONE CALL	Apr 2022 Notifications	48.30
SIMON CONTRACTORS	2021 Street Maint	29,048.35
SD DEPARTMENT OF REVENUE	Sales Tax collected Apr 2022	964.37

DEPARTMENT HEAD REPORTS

Department heads gave their report on their monthly duties.

NEW HIRE- PUBLIC WORKS DEPARTMENT

Motion by Kitzmiller, second by Hirsch to approve Jeff Smith - \$20.00 per/hr. Motion carried.

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

Motion by Butler, second by Hirsch to approve first reading of Ordinance 2022-06. Motion carried.

Motion by Hirsch, second by Butler to set the second reading of Ordinance 2022-06 for June 2nd, 2022. Motion carried.

FIRST READING OF TSO 2022-05 – CANCELLED PER APPLICANT.

Lot 2 of Lenlu Estates, Located in the SW1/4 & SW1/4SE1/4 of Section 24, Township 3 North, Range 6 East, Black Hills Meridian, City of Summerset, Meade County, SD.

MALT BEVERAGE LICENSE RENEWAL 2022-2023

10A) Retail On-Off Sale Malt Beverage and SD Farm Wine License, Dolgen

Midwest LLC 100 Mission Ridge, Goodlettsville TN 37072. DBA Dollar General-12000 Sturgis Road, Summerset, SD 57718, OC.55.1R.0C, Sioux Land Estates Sub Lot C of Tract 1R.

10B) Retail On-Off Sale Malt Beverage and SD Farm Wine License #RB-25543 with Sunday Service, JR's Rhodehouse BBQ Pit, 7201 Infinity Drive, Summerset, SD 57718, OC.68.04, Infinity Business Park, Sub Lot 4.

Motion by Kitzmiller, second by Butler to approve Resolution 2022-10 approving said Retail on-off sale Malt Beverage & SD Farm Wine renewals. Motion carried.

HEARING ON TWO NEW MALT BEVERAGE APPLICATIONS FOR 2022-2023

Motion by Butler, second by Hirsch to open the hearing. Motion carried.

Retail On-Off Sale Malt Beverage and SD Farm Wine License, Skye Potter – Run Wild, 7089 Infinity Drive Summerset SD, OC.68.07, Infinity Business Park Sub Lot 7.

Motion by Kitzmiller, second by Butler to table the Retail On-Off Sale Malt Beverage & SD Farm Wine Application of Skye Potter (Run Wild) until the June 2nd, 2022 regular Commission meeting. Citing that they wanted to visit the establishment. Motion carried.

Retail On-Off Sale Malt Beverage and SD Farm Wine License, Tia Van Pelt and Marcy Rahn – You'nique Brew, 8092 Stagestop Road, Summerset SD, OC.60.4R, Stagestop Sub. Lot 4R.

Motion by Butler, second by Hirsch, to approve the retail on-off Malt Beverage & SD Farm Wine License of You'nique Brew, and to amend Resolution 2022-11 to remove Skye Potter (Run Wild). Motion carried.

SET FIRST READING FOR ORDINANCE 2022-07 AN AMENDMENT TO TITLE XV: LAND USE, CHAPTER 151: SUBDIVISIONS, 151.052 SUPPLEMENTAL INFORMATION - AN ORDINANCE SETTING GEOTECHNICAL REQUIREMENTS FOR DEVELOPERS.

Motion by Hirsch, second by Butler to set first reading for June 16th, 2022 @ 6:00 p.m. Motion carried.

SET FIRST READING FOR ORDINANCE 2022-08 AN AMENDMENT TO TITLE XV: LAND USE, CHAPTER 155: ZONING, 155.058 AREA REGULATIONS

Motion by Kitzmiller, second by Hirsch to set first reading for June 16th, 2022 @ 6:00 p.m. Motion carried.

CITY OF SUMMERSET COMMITMENT LETTER – FEMA GRANT UPDATE

Motion by Kitzmiller, second by Butler to approve the letter. Motion carried.

UPCOMING EVENTS:

City Offices will be closed Monday, May 30th for Memorial Day.

ITEMS FROM CITY ATTORNEY

Motion by Hirsch, second by Kitzmiller, to enter into executive session at 6:39 p.m. per SDCL 1-25-2 for discussing legal, economic development, negotiations, and personnel issues. Motion carried.

Motion by Butler, second by Hirsch, to exit executive session at 6:54 p.m. Motion carried.

ADJOURNMENT

Motion by Hirsch, second by Butler, to adjourn at 6:54 p.m. Motion carried.

(SEAL)

ATTEST:

Candace Sealey
Finance Officer

Melanie Torno
Mayor

Published once _____ at a cost of \$_____.

***SUMMERSET CITY COMMISSION/PLANNING & ZONING
SPECIAL MEETING
SUMMERSET MUNICIPAL BUILDING
7055 LEISURE LANE
THURSDAY, MAY 19th, 2022 5:00 P.M.***

Mayor Torno called the Special Meeting to order at 5:00 p.m. Commissioners C. Hirsch, M. Kitzmiller D. Butler and M. Torno were present. Planning & Zoning Board Members B. Oldfield, D. Hirsch, M. Martin, and C. Kenrick (via telephone) were present. Absent: Commissioner A. Nasser and Planning and Zoning Board Member J. Hough. The City Administrator was also present.

Motion by M. Kitzmiller, second by C. Hirsch, to approve the agenda for the special meeting of the Summerset City Commission for May 19th, 2022. Motion carried.

STARMAN LAYOUT PLAN – ADDRESSING THE REVIEW

Motion by M. Kitzmiller, second by D. Butler, to open discussion. Motion carried.

Mayor Torno presented the review done by HDR Engineering as asked for input from the Board on each of the following items:

1. The proposed storage doesn't fall under the permitted uses in Commercial District, so a conditional use permit would need to be approved by the Board of Commissioners.
2. Recreational Drive right-of-way will need to be platted as part of this development, as extending Recreational Drive is part of the comprehensive plan. City requires the roadway (asphalt, curb, gutter, and sidewalk) to be installed as part of development. The Developer can request a variance from the Board of Commissioners. a. Recreational Drive is shown to be a future collector, as such right-of-way shall be a minimum of 68' wide. b. See Summerset IDCM for Street and Right-of-way design criteria.
3. Summerset Ordinance 155.116.BB.1 reads that screening will be required for open storage where it abuts any residential district. This property shares a corner with a residentially zoned property, but the property is a commercial business. Screening should not be required.
4. Summerset Ordinance 155.256.B.1 requires parking/loading/unloading areas shall be surfaced with concrete or asphalt. Using gravel surfacing as proposed will require approval by the Board of Commissioners.
5. Summerset Ordinances do not currently allow for manager's quarters so a variance would need to be approved by the Board of Commissioners.

To move forward with the development the developer will need to provide the following information:

1. A conditional use permit.
2. Variance requests for any items the developer is proposing that don't comply with the City's ordinances.
3. A preliminary plat.
4. A soil erosion and sediment plan (Summerset Ordinance 151.052.A).
5. A water distribution plan (Summerset Ordinance 151.052.B). a. Including a letter of approval from Black Hawk Water Users District.
6. A sanitary sewer plan (Summerset Ordinance 151.052.C).
7. A stormwater management plan (Summerset Ordinance 151.052.D). a. See Summerset IDCM for Stormwater design criteria (Section 4).
8. A utility distribution plan (Summerset Ordinance 151.052.E).
9. A street plan (Summerset Ordinance 151.052.F).
10. A geotechnical evaluation per Meade County Ordinance 20, Section 5.1.2.4

Motion by C. Hirsch, second by M. Martin, to close discussion. Motion carried.

*No action was taken.

ADJOURNMENT

Motion by B. Oldfield, second by M. Martin, to adjourn at 5:38 p.m. Motion carried.

(SEAL)

ATTEST:

Candace Sealey
Finance Officer

Melanie Torno
Mayor

Published once 5/26/2022 at a cost of \$71.97.

Check Register Report

Date: 05/31/2022

Time: 1:00 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
BANKWEST Checks								
25541	05/31/22	Printed			1098	A&B BUSINESS SOLUTIONS	Monthly Contracts	730.69
25542	05/31/22	Printed			0962	ALLEN, DON	Cell Phone Stipend	450.00
25543	05/31/22	Printed			1111	AMBROSE, JONATHAN	Cell Phone Stipend	50.00
25544	05/31/22	Printed			1414	AMERICAN LEGAL	Internet Supp Pages	158.00
25545	05/31/22	Printed			1808	ANGLIN, MITCH	Cell Phone Stipend	50.00
25546	05/31/22	Printed			0617	AQUA AEROBIC SYSTEMS	Cloth Sock-WWTP	3,302.26
25547	05/31/22	Printed			1816	AT&T MOBILITY	FirstNet SSPD NetMotion	3.24
25548	05/31/22	Printed			0808	BLACK HILLS ENERGY	May 2022	5,762.50
25549	05/31/22	Printed			0095	Butler, Dave	Cell Phone Stipend	50.00
25550	05/31/22	Printed			1268	CANDACE SEALEY	Cell Phone Stipend	50.00
25551	05/31/22	Printed			1083	CASEY PETERSON & ASSOC., LTD	Audit 2021	19,024.06
25552	05/31/22	Printed			1813	DAVIS, OWEN	Cell Phone Stipend	50.00
25553	05/31/22	Printed			1722	DUCHENEAUX, HALAYNA	Uniform Allowance	450.00
25554	05/31/22	Printed			1159	FMG ENGINEERING	Street Testing	305.20
25555	05/31/22	Printed			1133	HDR ENGINEERING, INC	Engineering Fees	7,589.95
25556	05/31/22	Printed			0041	HEALTH POOL OF SD	Employee Medical Ins	15,328.41
25557	05/31/22	Printed			1506	HERMANSON EGGE ENGINEERING	6 Residential Insps	682.50
25558	05/31/22	Printed			1513	HIRSCH, CLYDE	Cell Phone Stipend	50.00
25559	05/31/22	Printed			1566	JUSO, COLTON	Uniform Allowance	450.00
25560	05/31/22	Printed			1103	KITZMILLER, MICHAEL	Cell Phone Stipend	50.00
25561	05/31/22	Printed			1787	MACRANDER, MATTHEW	Uniform Allowance	450.00
25562	05/31/22	Printed			0664	MEADE COUNTY REG OF DEEDS	Recording Fees- Wiggs	60.00
25563	05/31/22	Printed			1110	MID-AMERICAN RESEARCH CHEMICAL	WWTP Supplies	150.87
25564	05/31/22	Printed			0028	MONTANA DAKOTA UTILITIES	Monthly Expense	1,205.32
25565	05/31/22	Printed			1698	MONTILEAUX, CASEY	Uniform Allowance	450.00
25566	05/31/22	Printed			1812	NASSER, ALEXIS	Cell Phone Stipend	50.00
25567	05/31/22	Printed			1730	NASSER, RICH	Uniform Allowance	450.00
25568	05/31/22	Printed			1788	O'GRADY, BRENDA	Cell Phone Stipend	50.00
25569	05/31/22	Printed			1408	PALMER, BRANDY	Uniform Allowance	450.00
25570	05/31/22	Printed			0008	RAPID CITY JOURNAL	Publications	688.87
25571	05/31/22	Printed			1097	RUSHMORE EQUIPMENT LLC	2008 Cat D6K	1,550.00
25572	05/31/22	Printed			1732	SCHIEFFER, LISA	Cell Phone Stipend	50.00
25573	05/31/22	Printed			1746	SCHROCK, BRIELLE	Cell Phone Stipend	50.00
25574	05/31/22	Printed			0167	SD DEPARTMENT OF	You'Nique Brew Malt Bev	150.00
25575	05/31/22	Printed			1022	SDRS-SUPPLEMENTAL	May 2022 Sup Ret Conts	625.00
25576	05/31/22	Printed			1328	SERVALL UNIFORM & LINEN SUPPLY	Monthly Fees	160.39
25577	05/31/22	Printed			1820	SMITH, JEFF	Cell Phone Stipend	50.00
25578	05/31/22	Printed			1729	TORNO, MELANIE	Cell Phone Stipend	50.00
25579	05/31/22	Printed			1024	USA BLUEBOOK	WWTP Supplies	116.25
25580	05/31/22	Printed			1189	VAST BROADBAND	Fax/phone/internet	1,119.66
25581	05/31/22	Printed			0203	Verizon Wireless	LE voice/ mob- equip charges	190.10
25582	05/31/22	Printed			0202	WESTERN COMMUNICATIONS INC.	Portable Radio	487.50

Total Checks: 42 Checks Total (excluding void checks): 63,190.77

Total Payments: 42 Bank Total (excluding void checks): 63,190.77

BANKWEST EFT Checks

97	05/31/22	Printed			0011	SDRS	May 2022 Retirement Cont	8,806.26
98	05/31/22	Printed			0128	UNITED STATES TREASURY	Payroll Tex Deposit May 2022	14,666.83
99	05/31/22	Printed			0578	USDA	USDA Payment EFT	148,400.00

Total Checks: 3 Checks Total (excluding void checks): 171,873.09

Total Payments: 3 Bank Total (excluding void checks): 171,873.09

Total Payments: 45 Grand Total (excluding void checks): 235,063.86

MAY 2022 MAYOR REPORT

COMMISSION MEETINGS

- * Attended two (2) Commission Meetings
- * Attended one (1) Special Meeting with P&Z

CITY DEVELOPMENT AND PLANNING

- * Discussions (multiple) with City Administrator regarding current developments
- * Wrote letters regarding waste water expansion and connection for upcoming and possible developments
- * Discussed Summerset Meadows development with LSchieffer, LShagla, and AKahl regarding garbage and snow removal
- * Emails and meeting with Tall Grass, AKahl, LShagla, and LSchieffer regarding park project
- * Follow up meeting with Tall Grass and AKahl regarding park project, design concepts, and next steps
- * Meeting with HDR (LShagla), LSchieffer, AKahl, and CBaumiller regarding road planning, estimates, and plan for moving forward with paving the road on Infinity Dr.
- * Meeting with LSchieffer and POlsen regarding possible purchase of 11 acres in Summerset USA and commercial opportunity
- * Meeting with LSchieffer, AKahl, HDR (LShagla), YGeorgas, and representative from Simon regarding possible development off of Astoria Dr. and Recreational Dr.
- * Discussed Starman Layout Plan with LSchieffer
- * Discussed waste water expansion project timeline with TBryan
- * Follow up discussion with AKahl regarding city land off of Recreation Dr and possible uses for that land

DEPARTMENT AND PERSONNEL INTERACTION

- * Met with Public Works Manager AKahl and MAnglin regarding new mowers and increased productivity

- * Participated on panel interview for Public Works for Maintenance Work and provided feedback to AKahl for hiring decisions
- * Emailed all employees and committees regarding their perceptions of what their mission is for the city of Summerset
- * Discussed updating fees for the city (tap fee formula) and adding possible roofing and siding fees with LSchieffer
- * Reviewed documents from MWheeler regarding lawsuit against Water Warriors
- * Discussed response from Water Warriors with JAmbrose and the documentation that he has in response to their claims
- * Discussed possibility to moving to Incode 10 with LSchieffer and ANasser
- * Discussed updates from missed meeting with ANasser and nomination of President of the Board
- * Participated for panel interviews for Public Works Maintenance Worker
- * Discussed snow removal equipment possibilities with Public Works, including the purchase of a surplus military plow
- * Discussed trash concerns/not being picked up from residents with Public Works, as well as policies of filling trash containers and reasons why trash would not be picked up, including more than \$200 owed to the city
- * Discussion with LSchieffer, BSchrock, CSealy (via email) regarding utility account discovered that has not requested services since 2019, including plan to address and resolve
- * Revised commission handbook and policies – code of conduct, attendance policy, confidentiality policy, etc – to be approved the 2nd meeting in June
- * Discussed (in person and email) rezoning and compliance issues with property near Stagestop with LSchieffer and TWieczorek
- * Coordinated new dates for Coffee with the Commission with JAmbrose and Commissioner Butler
- * Discussed dates for city wide clean up with Public Works, as the landfill is only open on limited Saturdays that Summerset staff is not available. Looked at alternative dates
- * Discussed dates for Summerfest with AKahl, LSchieffer, and office staff, as well as items needed for planning purposes

- * Discussed fencing for land at Public Works and Waste Water with AKahl and JAmbrose, as well as follow up emails and discussions for planning and financial purposes
- * Discussed burglary issues with DAllen in Summerset and Meade County by juveniles with follow up regarding items recovered from the burglaries
- * Discussed personnel items with MWheeler
- * Discussed handbook updates and progress for approval in June
- * Site discussion with AKahl, MAnglin, JSmith of land use options of land behind resident's homes off of Recreation Dr and future use for community purposes
- * Follow up discussions with AKahl and LShagla for land use off of Recreation Dr., including drainage area
- * Discussion with AKahl regarding moving recycling and yard waste bins to other city owned property
- * Reviewed and approved commission meeting agendas and minutes
- * Reviewed Planning and Zoning agendas and minutes
- * Watched Planning and Zoning live via facebook
- * Reviewed and revised Commission Code of Conduct and city employee confidentiality agreements
- * Discussion with Commissioner Hirsch regarding police policy regarding ticketing on the interstate I90
- * Email to Commissioner Kitzmiller
- * Email to Commissioner Butler
- * Meeting with Commissioner Kitzmiller
- * Discussion with Commissioner Hirsch regarding personnel issues
- * Follow up discussion with AKahl regarding garbage issues

MISC.

- * Discussed citizen concerns regarding drainage on Mulberry Dr., as well as follow up with AKahl from Public Works
- * Follow up conversations with both AKahl and citizens regarding Mulberry Dr, including review of platting, easement boundaries, erosion, and agreements

- * Started FAQ Friday on City of Summerset FB page
- * Attended and participated in the Arbor Day celebration at Stagebarn Middles School with BSchrock, LSchieffer, AKahl, MAnglin, Principal Olson, State Senator Johnson, Johnson Tree staff, and all Stagebarn 5th graders
- * Participated in Elevate Housing discussion with LSchieffer, JHough, HDR (LSHagla & CRobinson), Ellsworth Authority, Elevate Rapid City, and Piedmont Board members Anderson and Runyon
- * Discussed community concerns/info requested with residents regarding city wide clean up and finding alternative dates
- * Discussed community requests of info regarding park project
- * Attended and participated in Meade County Comprehensive Planning meeting
- * Updated spreadsheet for tracking current projects
- * Discussed City Admin building hosting (not sponsoring) a forum for Sheriff candidates
- * Wrote newsletter articles for Summerset newsletter

May 2022 Commissioner Report

Commissioner: Alexis Nasser

Department: Finance/Human Resources

Meetings Attended

Attended ___0___ Commission Meetings

Attended ___0___ Special Meetings

- Was unable to attend any meetings (in-person or via Zoom) due to travel.

Miscellaneous

- N/A

Required REPORT

May 2022 Commissioner Kitzmiller

MEETINGS

- Attended 2 Commission Meeting
- Attended 1 Special Meeting
- Attended 1 meeting in public with the mayor

PUBLIC WORKS

- Dozens of calls and text messages between Public Works employees/citizens and myself
 - All Trucks are operational
 - Discussion about Sioux Land Road: Sounds like Lisa is willing to provide some guidance regarding front footage special assessments.
 - Discussion about purchase of a Snowplow for future expansion of Summerset. \$300+
 - Discussion about purchase of a Street Sweeper. \$245K
 - New Employee has joined our ranks. Please welcome Jeff Smith and Mitch Anglin
 - Request from Harlow's bus service for bus stop signs in Sun Valley.
 - Public Works is requesting guidance regarding unauthorized dumping in our yard waste containers. I believe legal has been notified
 - Discussion on the replacement road at the Sewer Treatment Plant. Still waiting on pin locations.
- Update on upcoming street projects
 - Mulberry/Freedom looks great. Waiting for information regarding the punch list
 - Infinity Drive Paving is being discussed.... reference Pre-Work completion.
- Maintained public Facebook page
 - Monitored City's Facebook page for citizen concerns Follow up discussions with Summerset citizens.
 - Comments of how nice it would have been to do all of Mulberry.
 - Walked thru Run Wild with employees to get a better understanding of the Beer/Wine request.
 - I brought the City Public Works Crew together for a lunch meeting/introduction. Contact information was provided and the opportunity

May

2022 Commissioner (C. Hirsch) Report

MEETING ATTENDED

- * Attended ____ (2) Commission Meetings
- * Attended 1 (0) Special Meeting

Liaison – Police Department

Visits with Don

Attended Monthly Staff meeting with
Don, Rich & Brandy

April 2022 Commissioner Butler Report

MEETINGS ATTENDED

- * Attend 2 Commission Meetings
- * Attend 1 Special Meetings

WASTE WATER TREATMENT

- * Call plant superintendent many times. Discuss:
 - * Repair of greenhouse, and the insurance company delay
 - * Looked over blue prints of new plant, 60% ready. HDR needs approval or any changes we recommend to get to 90% so the project can get started.
 - * Went out to sewer plant and drove the new access road location to plant, might need culvert installed, talked to Jon and Toni about it.
 - * Purchase of land where the current water well and pond are located

MISC.

- * Date for coffee with commissioner at waste water treatment plant, 25 June
- * Looked over map on the new plant to see if everything makes sense, missed meeting on 26 May with HDR.
- * E-mailed City Attorney on Law Suit against Water Warriors, just to keep up to date
- * E-mailed Mayor not going to make pictures of city employees for June 15th
- *

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

Meade County Treasurer

I, Finance Officer of the City of Summerset, South Dakota, do hereby certify that the foregoing instrument is a true and correct copy of 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

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

Finance Officer

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.

Planning Commission Member

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 system of streets set forth therein conforms to the system of streets of the existing plats of the City, and
- b. All provisions of the City Subdivision Regulations have been complied with, and
- c. All taxes and special assessments upon the Tract or Subdivision have been fully paid
- d. And such plot and survey thereof have been executed according

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

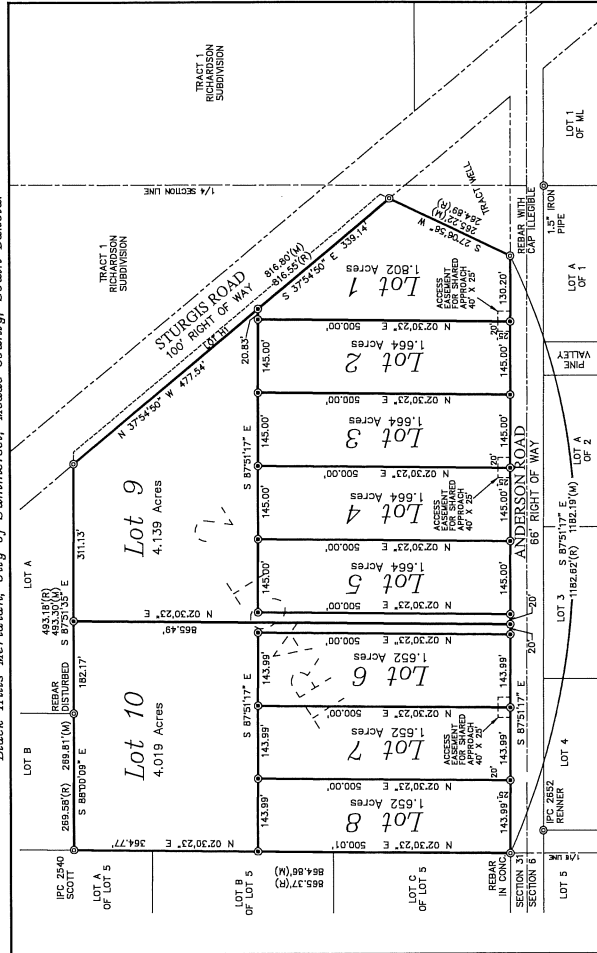
Dated at Summerset South Dakota

this _____ day of _____, 20____.

Mayer

PREPARED BY: BASELINE SURVEYING, INC.,
2305 JUNCTION AVENUE, STURGIS, S.D. 57785

Formerly Tract 2 of Richardson Subdivision, Excepting Tract Well and Lot H1. Located in the SE1/4SW1/4 of Section 31, Township 3 North, Range 7 East, Black Hills Meridian, City of Summerset, Mandala County, South Dakota.



- 1) Utility & Minor Drainage Easements: An eight foot (8') wide utility and minor drainage easement is hereby granted on the rear/side side of the lot.
- 2) Easement for Access: A five foot wide access easement is hereby granted on the rear/side side of the lot.
- 3) Building Restrictions per the most recently adopted International Building Code and Building Setback Requirements per Meade County Ordinances.
- 4) Basis of Bearings Using Geodetic North Determined from Global Positioning System (GPS).

Plat Book 22 Page 209
Plat Book 17 Page 237
Plat Book 19 Page 48
as previously recorded with the Meade County
Register of Deeds Office in Sturris, South Dakota.

I, Director of Equalization of Meade County, South Dakota, do hereby certify that I have on record in my office a copy of the within described plat.

ated this day of 20

Meade County Director of Equalization

The location of the proposed access to the Highway or Street as shown hereon 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

All major drainage easements shall be kept free of all obstructions but not limited to, buildings, walls, trees and shrubs. These

engages, uses and submits. These statements are then forwarded to the public authorities the right to construct, operate, maintain, inspect and repair such improvements and structures as it deems necessary to facilitate drainage from any source.

I, Sharon E. Vasknetz, 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 described herein, and have marked and placed the boundaries in the manner shown, and that the plat is correct to the best of my knowledge, information and belief. Easements or Restrictions of Miscellaneous Record or Private Assessments that are not known to me are not shown hereon.

IN WITNESS WHEREOF

this day of _____, 20_____.

Shanon E. Vasknetz
Registered Land Surveyor No. 7719

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. I further certify that the development of this land shall conform to all applicable zoning, subdivision, and erosion and sediment control regulations. Dedicated right-of-way as shown herein is dedicated to public use.

IN WITNESS WHEREOF

Superior Custom Homes LLC: Owner (President) Justin Rudland

ACKNOWLEDGEMENT OF OWNERS

STATE OF SOUTH DAKOTA }
COUNTY OF _____ } SS

On this _____ day of _____, 20____, before me, the undersigned officer, personally appeared Superior Custom Homes LLC. (President) Justin Rudland, Designated as Owner, known to me to be the persons who executed 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

PREPARED BY: BASELINE SURVEYING, INC.,
2305 JUNCTION AVENUE, STURGIS, S.D. 57785



00.57.02

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

[View Report](#) | [Soil Report](#) | [Epidemiology Map](#) | [Google Maps](#) opens in a new tab

Date received: _____
Date issued: _____

Uniform Alcoholic Beverage License Application

License No. _____

Emailed 4/25/22

A. OWNER'S NAME AND ADDRESS

Name <i>Skye Potter</i>		Phone Number <i>605-786-3919</i>	
Address <i>3481 Wesson Rd</i>	City <i>Rapid City</i>	State <i>SD</i>	Zip <i>57703</i>

B. BUSINESS NAME AND ADDRESS

Name <i>Run Wild</i>		Phone Number <i>605-787-6893</i>	
Address <i>7089 Infinity</i> <i>Summit Dr</i>	City <i>Summit</i> <i>Dr</i>	State <i>SD</i>	Zip <i>57718</i>

C. INDICATE CLASS OF LICENSE BEING APPLIED FOR

(Submit separate application for each class of license).

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



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

Place of business is located in a municipality?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
County <i>Meade</i>	
Do you own or lease this property?	<input type="checkbox"/> OWN <input checked="" type="checkbox"/> LEASE
Are real property taxes paid to date?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

D. LEGAL DESCRIPTION OF LICENSED PREMISE:

Legal Description	
Have you ever been convicted of a felony?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO

E. State Sales Tax Number *1035-1438-ST*

F. ☒ New License ☐ Transfer? (\$150) ☐ Re-issuance

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

Date <i>4/25/22</i>	Print Name <i>Skye Potter</i>	Signature <i>Skye Potter</i>
------------------------	----------------------------------	---------------------------------

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

Renewal—no public hearing held: ☐

Establishment is ineligible for video lottery: ☐

Amount of fee collected with application: \$ _____

Amount of fee retained: \$ _____

Forwarded with application: \$ _____

FOR LOCAL GOVERNMENT USE

(Seal) Mayor or Chairman	Date
--------------------------	------

If disapproved, endorse reason thereon and return to applicant

TRANSFERRED (STATE USE)

From	
Sales Tax Approval	Date
STATE LIQUOR AUTHORITY: <input type="checkbox"/> APPROVAL <input type="checkbox"/> REVIEW	

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

Name of corporation/partnership/LP/LLC <div style="text-align: center; font-size: 1.2em;">Run Wild LLC</div>		
Address of office and principal place of business of corporation/partnership/LP/LLC <div style="text-align: center; font-size: 1.2em;">7089 Infinity Drive</div>		
City <div style="text-align: center; font-size: 1.2em;">Summerset</div>	State <div style="text-align: center; font-size: 1.2em;">SD</div>	Zip Code <div style="text-align: center; font-size: 1.2em;">57718</div>
Are all managing officers of this corporation/partnership/LP/LLC of good moral character having never been convicted of a felony?		[X] YES [] NO

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

Name	Office	Address	Occupation
Leilani Shattuck	owner	7500 East Howard Dr	Self employed
Eric Shattuck	owner	7400 East Howard Dr	Fireman
John Potter	owner	ALL	Fireman
		7089 Infinity Dr	

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

Name	Type of License	License #	Financial Interest Held	Address of Business Location
N/A				

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

Run Wild - 7089 Infinity Dr Summerset, SD 57718

With signature the applicant agrees to the following:

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

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

Signature of Authorized Officer/Director/Partner <div style="text-align: center; font-size: 1.2em;">Steve Potter</div>	Date <div style="text-align: center; font-size: 1.2em;">4/25/22</div>
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**CITY OF SUMMERSET
RESOLUTION 2022-12
MALT BEVERAGE LICENSE NEW RESOLUTION**

WHEREAS, the City of Summerset, Meade County, a South Dakota municipal corporation having the authority to enforce all statutes and ordinances within its corporate boundaries, and to pass resolutions regarding legal issues concerning the municipality.

AND WHEREAS, The City of Summerset Council of Commissioners has duly reviewed and examined the new applications in a Regular Meeting held on June 2nd, 2022.

NOW THEREFORE, BE IT RESOLVED by the City of Summerset Council of Commissioners that the following licenses be approved for the 2022-2023 license year:

Skye Potter (Run Wild) - Retail (on-off sale) Malt Beverage & SD Farm Wine 7089 Infinity Drive, Summerset, SD 57718, at Lot 7 of Infinity Business Park, City of Summerset, located in Section 8, Township 2 North, Range 7 East of the Black Hills Meridian, Meade County SD

BE IT FURTHER RESOLVED that a copy of this Resolution be forwarded to the Department of Revenue and Regulation, Special Tax Division along with the applications and fees for the 2022-2023 license term.

Dated this 2nd day of June, 2022.

**(SEAL)
ATTEST:**

Brielle Schrock,
Asst. Finance Officer

Melanie Torno
Mayor

Published once _____ at a total approximate cost of _____.

Ordinance 2022-06

AN ORDINANCE AMENDING ORDINANCE TITLE V, CHAPTER 153, SUBSECTION

153.214 – FEES OF THE EXISTING ORDINANCE OF SUMMERSET SD

§ 153.214 FEES.

Upon making application for a grading permit, any applicant shall pay a fee pursuant to the current Fees and Charges for Services Resolution (Grading Permit Fee) as per Table 100-D on file with the City of Summerset.

Passed and adopted this 2nd of June, 2022.

Melanie Torno, Mayor

ATTEST:

Brielle Schrock, Asst. Finance Officer

VOTE:

Torno:

Kitzmiller:

Butler:

Hirsch:

Nasser:

First Reading: May 19th, 2022

Second Reading: June 2nd, 2022

Adoption: June 2, 2022

Publication:

Effective:

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

	per occurrence.	
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Grading Permit Fees

IBC grading permit	Table 100-D Grading Permit Fees (attached to this resolution)	15.12.510 Appendix J
IBC grading plan review	Table 100-E Grading Plan Review Fees (attached to this resolution)	15.12.510 Appendix J

TABLE 100-D GRADING PERMIT FEES¹

CUBIC YARDS	FEE
50 or less	\$23.50
51 to 100	\$37.00
101 to 1,000	\$37.00 for the first 100 cubic yards plus \$17.50 for each additional 100 cubic yards or fraction thereof
1,001 to 10,000	\$194.50 for the first 1,000 cubic yards plus \$14.50 for each additional 1,000 cubic yards or fraction thereof
10,001 to 100,000	\$325.00 for the first 10,000 cubic yards plus \$66.00 for each additional 10,000 cubic yards or fraction thereof
100,001 cubic yards or more	\$919.00 for the first 100,000 cubic yards plus \$36.50 for each additional 10,000 cubic yards or fraction thereof
Other Inspections and Fees:	
1. Inspections outside of normal business hours.....	\$50.50 per hour ² (minimum charge – two hours)
2. Re-inspection fees	\$50.50 per hour ²
3. Inspections for which no fee is specifically indicated.....	\$50.50 per hour ² (minimum charge – one hour)

¹ The fee for a grading permit authorizing additional work to that under a valid permit shall be the difference between the fee paid for the original permit and the fee shown for the entire project.

² Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.
For excavation and fill on the same site, the fee shall be based on the volume of excavation or fill, whichever is greater.

TABLE 100-E GRADING PLAN REVIEW FEES

CUBIC YARDS	FEE
50 or less	No fee
51 to 100	\$23.50
101 to 1,000	\$37.00
1,001 to 10,000	\$49.25
10,001 to 100,000	\$49.25 for the first 10,000 cubic yards plus \$24.50 for each additional 10,000 cubic yards or fraction thereof
100,001 to 200,000	\$269.75 for the first 100,000 cubic yards plus \$13.25 for each additional 10,000 cubic yards or fraction thereof
200,001 or more	\$402.25 for the first 200,000 cubic yards plus \$7.25 for each additional 10,000 cubic yards or fraction thereof
Other Fees:	
1. Additional plan review required by changes, additions, or revisions to approved plans.....	\$50.50 per hour* (minimum charge – two hours)

*Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.

Planning, Subdivisions, and Zoning Application Fees

Fee	Amount & Unit of Measure	Municipal Code Section
Annexation	No fee per application	None



INSURANCE BENEFITS, INC. – FUND ADMINISTRATOR
4901 S. Isabel Place #210, Sioux Falls, SD 57108
Telephone: 800-233-9073 Fax: 605-275-6193
info@sdmlwcfund.com www.sdmlwcfund.com

May 24, 2022

Dear SDML Work Comp Fund Member:

You are receiving this mailing because the SDML Workers' Compensation Fund provides the workers' compensation coverage for your entity.

While reviewing the Fund's excess reinsurance coverage, it was discovered that there is a discrepancy in coverage for employees or covered volunteers that travel to certain foreign countries. As a result, the INTERGOVERNMENTAL CONTRACT AND COVERAGE DOCUMENT FOR THE SDML WORKERS' COMPENSATION FUND had to be revised to reflect the same coverage provided by the excess reinsurance carrier. The revision is the addition of Section 7 and Section 8 of ARTICLE V COVERAGE located on page 4 and 5 of the enclosed INTERGOVERNMENTAL CONTRACT AND COVERAGE DOCUMENT FOR THE SDML WORKERS' COMPENSATION FUND.

Please sign and return the signature page of the INTERGOVERNMENTAL CONTRACT AND COVERAGE DOCUMENT FOR THE SDML WORKERS' COMPENSATION FUND to the Fund Administrator, Insurance Benefits, Inc. in the enclosed self-addressed envelope or email it to info@sdmlwcfund.com.

If you have any questions, please feel free to contact the Fund Administrator, Insurance Benefits, Inc. at 800-233-9073 or info@sdmlwcfund.com. Thank you for allowing us to serve you and have a good day.

Sincerely,

Brad Wilson

Brad Wilson, Administrator, CIC, AIC, SDWCS
SDML Workers' Compensation Fund

INTERGOVERNMENTAL CONTRACT AND COVERAGE DOCUMENT FOR THE SDML WORKERS' COMPENSATION FUND

THIS AGREEMENT, is made and entered into by the undersigned who, upon execution of this Agreement, will be contractually bound with all other signatories and other Members who have entered into similar agreements creating and becoming Members of the Fund herein created.

WHEREAS, the acts of the State of South Dakota authorizes and/or permits various governmental authorities to contract;

WHEREAS, the undersigned desires along with other such public agencies, to form or join a pool arrangement to be known as the SDML Workers' Compensation Fund;

WHEREAS, the undersigned executes this document for purposes of joining, by virtue of an intergovernmental contract, the pool arrangement known as the SDML Workers' Compensation Fund;

NOW, THEREFORE, the undersigned executes this agreement in consideration of and in conjunction with other governmental authorities executing this agreement for the purpose of joining a pool arrangement known as the SDML Workers' Compensation Fund. The undersigned agrees to abide by the terms and conditions of this contract and all actions taken pursuant to this contract. In consideration of the mutual covenants of all signatories to this intergovernmental contract it is agreed as follows:

ARTICLE I NAME

The pool created by this agreement shall be known as the SDML Workers' Compensation Fund, hereinafter referred to as "Fund."

The signatories hereto, together with past and future signatories, establish a contractual pool arrangement for the purposes of effectuating this agreement; this pool shall have a perpetual duration and shall continue until terminated pursuant to the terms and conditions of this agreement and the bylaws of the Fund.

ARTICLE II PURPOSE

The purpose of this agreement is to enter into an intergovernmental contract to form a pool arrangement to provide for joint and cooperative action by Members for the purpose of providing workers compensation coverage to the Members and the Members' employees, and to defend and protect in accordance with this agreement, any Member of the Fund against liability as

outlined in this agreement. This agreement and the activities hereunder shall not constitute doing an insurance business, nor the formation of a separate legal entity. Nothing contained herein is intended or should be construed to create an entity of any kind. This agreement is intended to create a contractual relationship and agreement between the signatories and all current and future Members of the Fund which shall now or at any time enter into this agreement and become Members of the Fund.

This agreement shall not inure to the benefit of third parties nor does any party hereto waive such sovereign or governmental immunity as may be available to it individually. Furthermore, nothing contained herein shall be construed so as to create responsibility in one Member for the liabilities of any other Member.

ARTICLE III MEMBERS COSTS

Fund Members' annual cost of membership will be based on contributions individually estimated on the basis of the payroll of the Member as provided by the Member. Yearly, at the anniversary of the contract, an audit will be conducted to determine actual payrolls and the audited and final contribution amount for each Member.

Rates approved by the Fund will be used to determine standard contributions for each Member. In the initial year, each Member's experience modification will be used as established by the NCCI (National Council of Compensation Insurance). If none has been promulgated, the Fund or its agent will provide an experience modifier.

ARTICLE IV MEMBERS, TERMS, WITHDRAWAL, TERMINATION

Membership in the Fund will be limited to public agencies, as defined by SDCL 1-24-1(1), or any joint power agreement or separate entities consisting entirely of public agencies which meet that definition. Membership in the Fund is subject to the approval of the Fund Board of Trustees.

The minimum term of membership shall be one (1) year. A Member may withdraw its membership for any year thereafter upon the giving of not less than sixty (60) days written notice, prior to the beginning of the new plan year, to the Fund or its agent(s). If a Member withdraws without the required sixty (60) day written notice prior to the end of the plan year, a sixty (60) day short rate penalty may be applied.

A Member may be terminated from the Fund under the rules set forth in the bylaws for reasons which include, but are not limited to, the following:

1. Failure to make the required contributions on the date when due or within the

period of time allowed by the Fund for payment thereof.

2. Failure to meet other requirements as they may be found for continued participation in the Fund to preserve the stability and strength of the Fund including participation and programs or efforts designed to reduce losses or adjust claims, consistent with this fund agreement and the bylaws of the Fund.

By accepting membership in the Fund, the Member agrees that it may be sued by the Fund in any court having jurisdiction over the Fund and/or the Member for any contributions, charges, penalties or other monies that are not paid to the Fund on the due date thereof, including reasonable attorney fees and other related litigation expense in the collection of the same.

ARTICLE V COVERAGE

In consideration of payment of the Members' contributions as described by this agreement, the Fund agrees to the following:

1. Coverage. The Fund will promptly pay when due all compensation and other benefits required of the Member by South Dakota Workers' Compensation Law, as such law may be amended from time to time, and any such amounts or benefits due on the basis of Employers Liability.

2. Defense, Settlement, and Supplementary Payments. As respect to the coverage afforded by the terms of this agreement, the Fund shall:

a. defend any proceeding against the Member seeking such benefits and any suit against the Member alleging such injury and seeking damages on account thereof, even though such suit, proceeding, allegation, or demand may be groundless, false or fraudulent, but the Fund shall make such investigation, negotiation, and settlement of any claim or suit as it deems appropriate.

b. pay all expenses incurred by the Member or the Fund, all costs assessed against the Member or Fund in any such proceeding or suit and all interest occurring after entry of judgment until the Member or Fund has paid or tendered or deposited in Court such part of a judgment as does not exceed the limit of the Fund's liability thereon.

3. Applicability of Coverage. Benefits under this agreement apply only to injuries occurring during a period in which the employer is a Member of the Fund. Coverage will not be provided for entities located outside of South Dakota. Those Members who are hiring employees outside the State of South Dakota may be offered coverage with prior approval of the Fund. Member employees traveling outside the State of South Dakota at the direction of the Member will be covered.

4. Conditions. If any changes in classification, rates or rating plans is or becomes applicable to the coverage under any law regulating this coverage or because of any amendments affecting the benefits provided by South Dakota Workers' Compensation Law, such coverage and changes shall be stated in an effective date thereof.

5. Payroll Records. Each Member shall maintain records of the information necessary for contribution computation and shall send copies of such records to the Fund at the end of the benefit period, or at such time during the benefit period as the Fund may direct.

6. Other Insurance. The Fund will not pay more than its share of damages and costs covered by this coverage and other insurance or self insurance. Subject to limits of liability that apply, all shares will be equal until the loss is paid. If any coverage, insurance or self insurance is exhausted, the shares of all remaining coverage, insurance and self insurance will be equal until the loss is paid.

7. Scope of Coverage for Foreign Voluntary Workers' Compensation and Employers' Liability For Traveling Employees.

A. The coverage afforded by this Agreement also applies to Employees as defined in Article V Section 8 of this Agreement, who are traveling for work at locations within the following county or countries:

anywhere in the world outside the United States or United States possessions and territories, except Countries or areas of Countries that are assigned a Travel Advisory Ranking at the time of travel that is either Level 3: Reconsider Travel or Level 4: Do Not Travel as shown on the Travel.State.Gov website of the US Department of State - Bureau of Consular Affairs.

B. Benefits payable for Employees as defined in Article V Section 7 and Section 8 of this Agreement are the same as those that would be payable if the Employees in question were subject to the Worker's Compensation Law of the State of South Dakota.

8. Employees Covered

A. It is agreed that the coverage afforded by this Agreement applies to those Employees of the MEMBER who are traveling at the direction of the MEMBER to work at locations within the country or countries not excluded under Article V Section 7 Sub-Section A of this Agreement.

B. With respect to any such Employee traveling at the direction of the MEMBER to work at locations within the country or countries not excluded under Article V Section 7 Sub-Section A of this Agreement, the coverage afforded by this Agreement shall apply in the same manner as if said Employee was performing work within the United States of America and subject to the Worker's Compensation Law of the State of South Dakota.

C. The coverage afforded by this Agreement shall only apply to persons who are citizens or residents of the United States of America and are temporarily within the country or countries stated in Article V Section 7 Sub-Section A of this Agreement.

All other terms, conditions, agreements and stipulation remain unchanged.

ARTICLE VI MEMBERS' OBLIGATIONS

Each Member agrees to be bound by all the terms, conditions and requirements of the bylaws of the Fund, as amended from time to time, and as provided to the Member upon application and acceptance of membership by the Fund, and to abide by the rules and regulations promulgated by the Fund for the administration of the Fund, which shall include, but are not limited to, the following:

1. Each Member agrees to initiate and maintain a safety program to give its employees safe and sanitary working conditions and agrees to follow the general recommendations of the Fund, its loss control administrator and/or agents to promote the general welfare of its employees. Each Member, however, shall remain solely responsible for all decisions concerning its safety program and practices and is independently charged with relying or not relying upon the evaluations and recommendations made by the Fund and/or its agents and is solely responsible for the final decision concerning its safety programs and practices.
2. When an injury to an employee covered by this agreement occurs, the Member shall immediately complete an Employer's First Report of Injury Form (DOL-LM-101) (most recent version) as issued by the South Dakota Department of Labor, Division of Labor and Management, and file the original with the appointed agent of the Fund who is to handle claims administration, or any other agent as appointed by the Fund.
3. If a claim is made or suit, or other proceeding is brought against the Member, the Member shall immediately forward to the Fund or its appointed agent every demand, notice, summons or other process received.
4. The Member shall cooperate with the Fund and its appointed agents and upon request shall attend hearings and trials and shall assist in effecting settlements, the securing and giving of evidence, obtaining the attendance of witnesses and shall otherwise cooperate as determined to be necessary by the Fund in the conduct of suits, hearings or proceedings.

5. The Members shall not, except at its own costs which shall not be reimbursed by the Fund, voluntarily make any payment, assume any obligation, or incur any expense other than for such immediate medical and other services at the time of injury as are required by South Dakota Workers' Compensation Law.
6. Each Member shall make prompt payment of all contributions and payments as required under this agreement.
7. Each Member does hereby appoint the Fund, its Board of Trustees and any of its duly authorized and appointed agents as agent and attorney-in-fact to act on the Members behalf to file reports and pay expenses and all other things required or necessary insofar as they affect the Members liability under South Dakota Workers' Compensation Law or such Members obligation under the rules, regulations and orders of the South Dakota Department of Labor.
8. Each Member agrees that in the event of the payment of any loss by the Fund under this agreement, the Fund shall subrogate to the extent of such payment to all rights of the Member against any person or other entity legally responsible for damages of or on said losses, and in such event, the Member hereby agrees to render all reasonable assistance, other than pecuniary assistance, to effect recovery by the Fund under such right.
9. The trustees of the Fund, or their duly appointed and authorized agents, servants, employees or attorneys shall be permitted at all reasonable times to inspect the Members' work place, plants, works, machinery and appliances covered by this agreement and shall be permitted following the termination of membership to examine Members' books, vouchers, contracts, documents and records which show or tend to show or verify contributions which are payable or were paid to the Fund on any claim as it may appear to be due. Following membership termination, the Member agrees to cooperate in good faith and comply fully with the terms of this agreement as they relate to any and all liabilities still existing, or possibly still existing as determined by the Fund, under the agreement between the Fund and the Member. All rights and authorities herein granted the Fund and obligations of the Member herein shall continue and survive the termination of membership of the Member as long as any liability or possibility of liability exists, as determined by the Fund, under this agreement.

ARTICLE VII MISCELLANEOUS

1. Should any section, provision or portion of this agreement be held or found unenforceable or invalid for any reason, the remaining sections, provisions and portions shall be unaffected by such holding or finding and shall remain in full force and effect.

2. This agreement contains the entire agreement between the parties with respect to the issues and coverages addressed herein, and no statement, promise, or inducement made by any signing party or agent of any signing party that is not contained in this agreement shall be valid or binding; all oral understandings between the parties are hereby merged into this agreement, and this agreement may not be enlarged, modified, or altered except in writing signed by the parties and endorsed thereon.

3. Provided the Fund performs all of its obligations under this agreement, the Member agrees to defend, indemnify and hold the Fund, its Trustees and agents harmless from any and all liabilities, losses or damages that the Member may suffer by reason of this agreement, provided however, that the acts of the Fund, its Trustees and agents must be conducted in a good faith manner and in a manner reasonably believed to be in the best interests of the Fund and the individual Member.

4. The acceptance of a late contribution by the Fund or the acquiescence either through action or inaction of the Fund in any default or failure to comply with this agreement or the bylaws of the Fund by the Member shall not be a waiver of the right of the Fund to insist upon timely contributions and compliance with the other provisions of the bylaws of the Fund or this agreement in the event of any subsequent breach of this agreement or the bylaws of the Fund by the Member.

5. It is contemplated by the Fund and the Member that this agreement may be executed in multiple counterpart originals, each such counterpart original shall have equal force and effect.

**ARTICLE VIII
NOTICE**

Any notice required by this agreement shall be sufficient if delivered personally or given by depositing the same in a United States Post Office Box in a sealed, prepaid envelope, addressed to the person to be notified at his last address as the same appears in the records of the Fund, or any mail notice shall be deemed to have been given on the date of mailing, provided, that any notice that is mailed pursuant to a termination or cancellation of any right or obligation under this agreement shall be considered mailed on the date of mailing if said item is mailed by certified mail.

**ARTICLE IX
EFFECTIVE DATE AND TIME**

The Fund shall operate on a fiscal year from 12:01 am January 1st to 12:01 am January 1st of the next year.

IN WITNESS WHEREOF, the parties hereto have entered into this intergovernmental contract and coverage document for the SDML Workers' Compensation Fund by the execution of the signatures below and acknowledge that they have and are authorized to enter into the same.

Dated _____, 2022


Name of Public Agency:

Authorized Signature: _____

Title: _____

Dated May 24, 2022

SDML Workers' Compensation Fund

By: 
Its: Administrator