

**SUMMERSET CITY COMMISSION
REGULAR MEETING
ZOOM MEETING
SUMMERSET MUNICIPAL BUILDING
7055 LEISURE LANE
THURSDAY June 17, 2021 6:00 P.M.**

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

Mayor Torno led the Pledge of Allegiance.

Motion by Hirsch, second by McCoy to approve the agenda for the Regular Meeting of the Summerset City Commission for June 17, 2021. Motion carried.

Motion by McCoy, second by Butler to approve the June 03, 2021 and June 10, 2021 minutes as present or amended. Motion carried.

APPROVAL OF CLAIMS

Motion by Kitzmiller, second by Hirsch to approve the claims and hand checks in the amount of \$68,502.43 from June 04, 2021 through June 16, 2021 as presented or amended. Motion carried.

Aflac Remittance	Employee Ins. May	\$353.27
BH Water Users	Monthly Usage	\$82.90
Candace Sealey	Conference Travel	\$282.84
Cardmember Services	May Credit Card Charges	\$2,883.41
Casey Peterson	2020 Audit	\$15,881.00
CBH CO-OP	Govt Fuel	\$1,569.21
City of RC	Solid Waste Disposal	\$5,155.70
Dakota Pump	Filter Monitor Repair	\$382.65
Demersseman Jensen	Legal Services	\$3,575.00
Diamond D Water	Monthly usages SV	\$34.00
Golden West Technologies	Microsoft Windows City Admin	\$1,009.00
Guaranteed Roofing	Final Payment	\$5,000.00
HDR Engineering	Task Order 2021-01	\$7,407.49
MDU	Utilities	\$360.31
Midco Communications	WWTP Telephone	\$197.35
Midcontinent testing lab	Testing WWTP	\$304.00
PCS Mobile	Laptop Deck Vehicle	\$4,250.00
R & N Recycling	Clean-up Recycling	\$1,500.00
RC Journal	Commission Minutes	\$171.93
SD One Call	May Notifications	\$49.35
Sontech	Equipment Installations	\$16,555.06
Unique Signs	Business Cards	\$68.00
USA Bluebook	WWTP Supplies	\$32.88

Western First Aid	First Aid Restocking	\$436.58
SD Depart of Revenue	Sales Tax May	\$960.50

SECOND READING OF MEDICAL MARIJUANA TEMPORARY EMERGENCY ORDINANCE

Application permit \$1,000.00
 Dispensary permit \$50,000.00

Motion by Kitzmiller, second by Hirsch to vote to approve second reading. Vote to adopt. Roll call vote. All ayes. Motion carried.

SECOND READING OF NO SMOKING MARIJUANA IN PUBLIC PLACES

Motion by McCoy, second by Hirsch to vote to approve second reading. Vote to adopt. Roll call vote. All ayes. Motion carried.

APPROVAL OF FINAL PLAT

Motion by Kitzmiller, second by McCoy to approve Final Plat. Motion carried.

Plat of Lots 17 thru 19, Block 1; Lots 5 thru 8, Block 2; and Lots 1 thru 12, Block 5; Green Space 1; Green Space 2; And Dedicated Public Right-Of-Way for Glenwood Drive and Foley Drive, All of Sun Valley Estates. Formerly a Portion of the Un-platted Portion of the SE ¼ of Section 14, Township 3 North, Range 6 East, Black Hills Meridian, City of Summerset, Meade County, South Dakota.

**CITY OF SUMMERSET
 RESOLUTION 2021-06**

WHEREAS, there has been presented to the Board of Commissioners, of the City of Summerset, South Dakota a plat of the following described real property:

Plat of Lots 17 thru 19, Block 1; Lots 5 thru 8, Block 2; and Lots 1 thru 12, Block 5; Green Space 1; Green Space 2; And Dedicated Public Right-Of-Way for Glenwood Drive and Foley Drive, All of Sun Valley Estates. Formerly a Portion of the Un-platted Portion of the SE ¼ of Section 14, Township 3 North, Range 6 East, Black Hills Meridian, City of Summerset, Meade County, South Dakota.

and it appearing to the Board of Commissioners that said plat conforms to the existing plats of said City of Summerset, that the streets set forth therein conform to the system of streets of the municipality, that all provisions of the subdivision regulations have been complied with, that all taxes and special assessments upon the land have been fully paid, and that said 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 this 17th day of June 2021.

ATTEST:
 (SEAL)

 Candace Sealey
 Finance Officer

 Melanie Torno
 Mayor

Check Register Report

Date: 06/30/2021

Time: 12:45 pm

Page: 1

City of Summerset

BANK: BANKWEST

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
BANKWEST Checks								
24714	06/22/2021	Printed			0089	MEADE COUNTY REGISTER OF DEED	Powles Plat Filing Fees	90.00
24715	06/30/2021	Printed			1098	A&B BUSINESS SOLUTIONS	Monthly Contract	357.06
24716	06/30/2021	Printed			0322	AFLAC REMITTANCE PROCESSING	Employee Insurance Premium	186.74
24717	06/30/2021	Printed			0962	ALLEN, DON	Phone Stipend	50.00
24718	06/30/2021	Printed			1111	AMBROSE, JONATHAN	Phone Stipend	50.00
24719	06/30/2021	Printed			0866	BARGAIN BARN TIRE CENTER	PD Brakes & Rotors 2016	661.06
24720	06/30/2021	Printed			0808	BLACK HILLS ENERGY	June Electric Utility	5,632.56
24721	06/30/2021	Printed			1697	BUNTAIN, JOSHUA	Phone Stipend	50.00
24722	06/30/2021	Printed			0095	Butler, Dave	Phone Stipend	50.00
24723	06/30/2021	Printed			1268	CANDACE SEALEY	Phone Stipend	50.00
24724	06/30/2021	Printed			1558	COLTON JUSO	Phone Stipend	50.00
24725	06/30/2021	Printed			1740	DAKOTA BUS SERVICE INC.	WWDEP Refund	100.00
24726	06/30/2021	Printed			0468	DELTA DENTAL	Employee Dental Insurance	727.30
24727	06/30/2021	Printed			1722	DUCHENEUX, HALAYNA	Phone Stipend	50.00
24728	06/30/2021	Printed			1251	FIRST INTERSTATE BANK	Leisure Lane Payment	4,911.76
24729	06/30/2021	Printed			1120	FORD MOTOR CREDIT COMPANY, LLC	2020 Interceptor	1,479.21
24730	06/30/2021	Printed			1671	GEORGE MANDAS	Professional Fees	2,250.00
24731	06/30/2021	Printed			1739	GILES, LUCAS	WWDEP Refund	50.00
24732	06/30/2021	Printed			0041	HEALTH POOL OF SD	July Employee Health Insurance	13,821.16
24733	06/30/2021	Printed			1287	HILLS SEPTIC SERVICE	Pump Digester #1	1,480.00
24734	06/30/2021	Printed			1513	HIRSCH, CLYDE	Phone Stipend	50.00
24735	06/30/2021	Printed			1738	JOHNSON, BRENT	WWDEP Refund	100.00
24736	06/30/2021	Printed			1737	JOHNSON, SARAH	WWDEP Refund	50.00
24737	06/30/2021	Printed			0124	KIEFFER SANITATION	City Wide Clean-up	2,365.00
24738	06/30/2021	Printed			1103	KITZMILLER, MICHAEL	Phone Stipend	50.00
24739	06/30/2021	Printed			0324	Kayl, Anthony	Phone Stipend	50.00
24740	06/30/2021	Printed			1411	MBFS USA LLC	Freightliner Payment	3,068.32
24741	06/30/2021	Printed			1101	MEADE COUNTY AUDITOR	<ay 2021 Dispatch Fees	3,410.68
24742	06/30/2021	Printed			0089	MEADE COUNTY REGISTER OF DEED	Allen-Anderson Rd Plat	90.00
24743	06/30/2021	Printed			1735	MEYER, JOHNATHAN	WWDEP Refund	50.00
24744	06/30/2021	Printed			1698	MONTILEAUX, CASEY	Phone Stipend	50.00
24745	06/30/2021	Printed			1736	MORRIS, JENNIFER	WWDEP REFUND	50.00
24746	06/30/2021	Printed			1730	NASSER, RICH	Phone Stipend	50.00
24747	06/30/2021	Printed			1742	NS INFLATABLES	Bounce Houses-Summerfest	700.00
24748	06/30/2021	Printed			1408	PALMER, BRANDY	Perdiem-Training	152.00
24749	06/30/2021	Printed			0008	RAPID CITY JOURNAL	Commission Minutes 6/3/21	124.52
24750	06/30/2021	Printed			1274	RAPID ROOTER	Manhole For Lagoon	705.00
24751	06/30/2021	Printed			1291	RCS CONSTRUCTION INC	Install Anchors	806.12
24752	06/30/2021	Printed			1732	SCHIEFFER, LISA	Phone Stipend	50.00
24753	06/30/2021	Printed			1022	SDRS-SUPPLEMENTAL	June Contribution Supplemental	460.00
24754	06/30/2021	Printed			1328	SERVALL UNIFORM & LINEN SUPPLY	Monthly Fees	143.87
24755	06/30/2021	Printed			1346	STEPHANIE MCCOY	Phone Stipend	50.00
24756	06/30/2021	Printed			0983	TANNER FENENGA	Phone Stipend	50.00
24757	06/30/2021	Printed			1729	TORNO, MELANIE	Phone Stipend	50.00
24758	06/30/2021	Printed			1741	TRAFFIC SERVICES CO	City Hall Water Leak	575.50
24759	06/30/2021	Printed			1662	VALANDRA, MORGAN	Phone Stipend	50.00
24760	06/30/2021	Printed			1189	VAST BROADBAND	Fax/phone/internet	1,050.66
24761	06/30/2021	Printed			0203	Verizon Wireless	LE Voice & Mobile Broadband	200.15
24762	06/30/2021	Printed			1434	WELLS FARGO FINANCIAL SERVICES	Bobcat Payment	1,079.30
24763	06/30/2021	Printed			1734	WILKES, MICHAEL	WWDEP Refund	50.00

Total Checks: 50

Checks Total (excluding void checks):

47,827.97

Check Register Report

Date: 06/30/2021

Time: 12:45 pm

Page: 3

City of Summerset

BANK: BANKWEST EFT

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
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BANKWEST EFT Checks

35	06/30/2021	Printed			0011	SDRS	Employee Retirement June	7,839.78
36	06/30/2021	Printed			0128	UNITED STATES TREASURY	June Payroll Tax Remittance	12,894.11

Total Checks: 2	Checks Total (excluding void checks):	20,733.89
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Total Payments: 2	Bank Total (excluding void checks):	20,733.89
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Total Payments: 52	Grand Total (excluding void checks):	68,561.86
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§ 150.25 DESIGNATION OF THE FLOODPLAIN ADMINISTRATOR.

The Emergency Management Commissioner is hereby appointed the Floodplain Administrator to administer and implement the provisions of this chapter and other appropriate sections of 44 C.F.R. (National Flood Insurance Program Regulations) pertaining to floodplain management.

(Ord. 23, passed 8-19-2010)

§ 150.26 DUTIES AND RESPONSIBILITIES.

Duties and responsibilities of the Floodplain Administrator shall include, but not be limited to, the following:

- (A) Maintain and hold open for public inspection all records pertaining to the provisions of this chapter;
- (B) Review the permit application to determine whether proposed construction or other development, including the placement of manufactured homes, will be reasonably safe from flooding;
- (C) Review, approve, or deny all applications for development permits required by adoption of this chapter;
- (D) Review permits for proposed development to assure that all necessary permits have been obtained from those federal, state, or local governmental agencies (including § 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. § 1334) from which prior approval is required; and
- (E) Where interpretation is needed as to the exact location of the boundaries of the areas of special flood hazards (for example, where there appears to be a conflict between a mapped boundary and actual field conditions), the Floodplain Administrator shall make the necessary interpretation.

(Ord. 23, passed 8-19-2010)

Hazard Mitigation - Floodplain Admin

Kailey Snyder <ksnyder@wrbsc.com>

Mon 6/7/2021 3:05 PM

To: Lisa Schieffer <lschieffer@CityofSummerset.onmicrosoft.com>

Lisa,

As mentioned in our meeting with the City for the mitigation plan as well as NFIP compliance we will need to know who the city has/will appoint as the Floodplain Administrator. When I had asked a few months back I was informed it was the City Administrator, but there was nothing in writing confirming this. My research shows that Summerset does participate in the NFIP. Can you check to see if there is a current Floodplain Admin?

Also Jennifer had mentioned (not sure if she already sent) information on Floodplain Admin Training:

The trainings are held in Maryland at the Emergency Management Institute; courses are once again being offered in-person. Travel is fully reimbursed and lodging on campus is free, the only expense is for a meal card, which is usually around \$125. The E0273 Managing Floodplain Development through the National Flood Insurance Program course is what is recommended to start and is being offered three times in upcoming months:

Complete - EMI Course Schedule (PDF) 

Advanced Filters 

[Export to PDF \(Filtered\)](#) [Export to CSV](#) [Export to Calendar](#) [Reset Schedule](#)

Course	Start	End	City	State	Curriculum	POC
273	<input type="text" value="mm/dd/yyyy"/>	<input type="text" value="mm/dd/yyyy"/>	<input type="text" value="Cities"/>	<input type="text" value="States"/>	<input type="text" value="Curricul"/>	<input type="text" value="POC"/>
E0273: Managing Floodplain Development thru the NFIP	5/24/2021	5/27/2021	Emmitsburg	MD	Mitigation	
E0273: Managing Floodplain Development thru the NFIP	6/28/2021	7/1/2021	Emmitsburg	MD	Mitigation	
E0273: Managing Floodplain Development thru the NFIP	8/30/2021	9/2/2021	Emmitsburg	MD	Mitigation	

[EMI - Courses \(fema.gov\)](https://www.fema.gov/emergency-preparedness-response-recovery/emi-courses)

The State also puts on trainings and workshops throughout the year and will usually send announcements to all local floodplain administrators when they schedule a training. Additionally, FEMA has in the past met with communities and put together a condensed 101 to get you started if you prefer that instead.

Much thanks,
~Kailey

*Kailey Snyder
Community Development/Resiliency Specialist
Black Hills Council of Local Governments
730 E Watertown Street | Rapid City, SD 57701
P: 605-394-2681 | E: Ksnyder@wrbsc.com*

Public Safety Commissioner – Commissioner Hirsch

Public Works Commissioner – Commissioner Kitzmiller

Utilities Commissioner – Commissioner Butler

Finance and Revenue Commissioner – Commissioner McCoy

APPLICATION FOR INDUSTRIAL PARK, AGRI-BUSINESS ACCESS, OR COMMUNITY ACCESS GRANT FUNDS

APPLICATION FOR:

INDUSTRIAL PARK/ AGRI-BUSINESS
(Check one)

COMMUNITY ACCESS

APPLICANT AND ADDRESS:
(Include unit of government)

City of Summerset
7055 Leisure Lane
Summerset, SD 57718

PROJECT LOCATION:

City of Summerset, Meade County, South Dakota:
Siouxland Road from Sturgis Road to Stagesop Road,
Located southeast of the intersection of Sturgis Road and Stage Stop Road, West of I-90

PROJECT DESCRIPTION:

Siouxland Road is being planned for reconstruction due to the road surface having reached the end of its useful life and being beyond repair. Current problems with the road surface include significant areas of alligator cracking, patched asphalt settling, crumbling shoulders, and subgrade issues, all of which require increased maintenance and make snow removal difficult. The proposed improvements are designed to better accommodate truck traffic and will greatly improve the overall safety of the road for all vehicular traffic. Siouxland Road is located in the main commercial area of Summerset and provides access to several existing local businesses for residents, including the only grocery store in the community. The commercial area that Siouxland Road provides access to is still being developed so it anticipated that additional businesses will also be utilizing this road in the near future. Thus, improving Slouxland Road is vital for improving the safety of residents, reducing maintenance costs, and maintaining the economic health of the City of Summerset.

THE APPLICANT CERTIFIES THAT:

To the best of my knowledge and belief, the information in this application is true and correct. The document has been duly authorized by the governing body of the applicant and the applicant will comply with all appropriate requirements if approved.

Melanie Torno, Mayor (605)718-9858
Name and Title (typed) Phone

Signature Date

APPLICATION PREPARED BY:

Lysann Zeller, Planner (605)394-2681
Name and Title (typed) Phone

Black Hills Council of
Local Governments 6/17/21
Representing Date

Lindsay Shagla (605)791-6113
Name of Consultant (typed) Phone

HDR, Inc. 5/28/19
Representing Date

COMMUNITY ACCESS GRANTS

1. PROJECT TITLE: City of Summerset Siouxland Road Reconstruction
(Town, streets, project termini) from Sturgis Road to Stagestop Road

2. PROJECT INFORMATION:

Project Length 1,750 feet (1/3 mile) Population 2,412

Existing roadway width 24 feet No. of businesses effected 19

Existing surfacing type Asphalt pavement Is there a current state grant/loan associated with this project? No

Average Daily Traffic 105 Percent Trucks 6%

Future maintenance is to be performed by: City of Summerset

Area of community to be served: indicate locations of schools/businesses, etc. (include a map) Siouxland Road is located in central Summerset, approximately one-tenth of a mile from Interstate 90, and is one of the main commercial roads in the community. It provides access to several industrial and retail businesses located on Siouxland Road and connecting Constitution Street, as well as multiple businesses along Sturgis Road and Stagestop Road, including the only grocery store in the community.

Current roadway condition (general description) Siouxland Road is currently in poor condition and is in need of improvement due to major areas of alligator cracking, patched asphalt settling, crumbling shoulders, lack of striping, and subgrade issues, making full reconstruction the only option.

3. PROJECT COSTS

NON PARTICIPATING ITEMS		PARTICIPATING ITEMS	
UTILITIES		CONSTRUCTION	\$626,091.20
ENGINEERING	\$67,081.20	CONTINGENCIES	\$138,634.48
OTHER			
TOTAL	\$67,081.20	TOTAL	\$764,725.68

TOTAL PROJECT COST \$831,806.88

4. FUNDING OF PROJECT:

LOCAL	\$231,806.88
OTHER	
DOT (80% OF PARTICIPATING ITEMS)	\$600,000.00

Attach the following to the application:

- Map showing the location of the project
- Typical Section
- Cost estimate prepared by engineer
- Resolution of Support from the City Council or County Commission

City of Summerset

RESOLUTION No. #2021- 07

RESOLUTION OF SUMMERSET CITY COMMISSION FOR
SD DOT COMMUNITY ACCESS GRANT APPLICATION

WHEREAS, the City of Summerset has identified a need to secure additional funding for the reconstruction of Siouxland Road in conjunction with the continued development of important commercial and industrial areas in the City of Summerset; and,

WHEREAS, the City of Summerset is eligible for state assistance for the proposed project through the South Dakota Department of Transportation's (SD DOT) Community Access Grant program; and,

WHEREAS, with submission of this Community Access Grant application, the City of Summerset assures and certifies that all program requirements will be fulfilled: and

WHEREAS, the City of Summerset accepts the responsibility for maintenance of Siouxland Road upon completion of the project, as outlined in the application; and,

WHEREAS, the City of Summerset will meet any financial commitment to cover the costs of non-participating items, including utilities and engineering, and the local match requirements of the grant.

NOW THEREFORE, BE IT RESOLVED, that the Mayor be authorized to execute the Community Access Grant application and any and all amendments thereto and execute any and all contract documents pertaining to the project.

Dated this 1st day of July 2021.

APPROVED:

ATTEST:

Melanie Torno, Mayor

Candace Sealey, Finance Officer

(SEAL)

RE: Street Maintenance - Award Recommendation, Notice of Award, and Contract Documents

Slowey, Stacia <Stacia.Slowey@hdrinc.com>

Tue 6/22/2021 10:59 PM

To: Tanner Fenenga <tfenenga@summerset.us>; Lisa Schieffer <lschieffer@CityofSummerset.onmicrosoft.com>

You can address the mail parcel to: **B. L. 'Bud' Oleson**

Stacia Slowey, PE

Transportation Engineer

HDR

703 Main St, Suite 200

Rapid City, SD 57701

D 605.791.6109 **M** 605.389.0943

stacia.slowey@hdrinc.com

hdrinc.com/follow-us

From: Slowey, Stacia

Sent: Tuesday, June 22, 2021 4:46 PM

To: Tanner Fenenga <tfenenga@summerset.us>; Lisa Schieffer <lschieffer@CityofSummerset.onmicrosoft.com>

Subject: Street Maintenance - Award Recommendation, Notice of Award, and Contract Documents

Lisa and Tanner,

I have a few things attached for the street maintenance project:

1. HDR's award recommendation
2. Notice of Award – needs to get filled out and sent to Simon
3. Form of Agreement – need to be filled out and three copies printed and sent with the notice of award to Simon

Simon's contact info:

North Region SD Office

3975 Sturgis Road

Rapid City, SD 57702

Stacia Slowey, PE

Transportation Engineer

HDR

703 Main St, Suite 200

Rapid City, SD 57701

D 605.791.6109 **M** 605.389.0943

stacia.slowey@hdrinc.com

hdrinc.com/follow-us



June 22, 2021

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

Dear Lisa,

On Thursday, June 10, 2021 at 2:05 pm, construction bids were opened for the 2021 Street Maintenance project. The one (1) bidder that submitted a bid did so in a responsive manner and acknowledged the two (2) addenda.

The one (1) bid was received as shown below.

<u>Construction Bidder</u>	<u>Total Bid</u>
Simon Contractors	\$259,910.40
Engineer's Estimate	\$ 214,325.71

HDR, Inc. has reviewed the bids. No errors were made by any of the construction bidders that would be cause for disqualification.

Based upon the bids received, we recommend the award of the contract in the amount of \$259,910.40 be given to Simon Contractors. Should you have any questions or comments please do not hesitate to contact me at 605-791-6109.

Sincerely,
HDR Engineering

Stacia Slowey, PE
Project Manager

NOTICE OF AWARD

Dated July 1, 2021

TO: SIMON CONTRACTORS.
(Contractor)

ADDRESS: 3975 Sturgis Road
Rapid City SD 57702

PROJECT NO: City of Summerset Project No. 2021-02

PROJECT: 2021 Street Maintenance

CONTRACT FOR: Mulberry/Freedom Mill and Overlay, Leisure Flush Seal

You are notified that your bid, dated June 10, 2021 for the above contract has been considered. You are the apparent Successful Bidder and have been awarded a contract for the base bid.

The contract price of your contract is:

Two Hundred Fifty-nine Thousand Nine Hundred and Ten Dollars and Forty Cents
(Written out)

\$ 259,910.40
(Numbers)

Three copies of each of the proposed Contract Documents accompany this Notice of Award.

You must comply with the following conditions precedent within ten (10) days of the Notice of Award, that is by _____.
(Date)

- 1. You must deliver to the OWNER three (3) fully executed counterparts of the Agreement.**
- 2. You must deliver with executed Agreement, the Contract Security (bonds) as specified in the Instructions to Bidders and General Conditions.**
- 3. Provide Certificate of Insurance with the Contract.**
- 4. List other conditions precedent: _____**

Failure to comply with these conditions within the time specified will entitle the OWNER to consider your bid abandoned to annul the Notice of Award and to declare your Bid Security forfeited.

Within the ten (10) days after you comply with those conditions, the OWNER will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

(Owner)

By _____
(Authorized Signature)

(Title)

You are required to return an acknowledged copy of the NOTICE OF AWARD to the OWNER.

ACCEPTANCE OF NOTICE OF AWARD

Receipt of the above NOTICE OF AWARD is hereby acknowledged by

_____, this _____ day of _____, 20_____.

By _____

Title _____

SECTION 00500

Standard Form of Agreement Between Owner and Contractor

THIS AGREEMENT will be effective as of the 1st day of July, 2021 by and Between CITY OF SUMMERSET (hereinafter called OWNER) and SIMON CONTRACTORS (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Provide materials, labor, equipment and skill required for the purpose of construction of the street maintenance, mill and overlay, and incidental items in the City of Summerset, South Dakota.

Article 2. ENGINEER

2.01 HDR Engineering, Inc., who is hereinafter called ENGINEER and who is to act as OWNER'S representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the WORK in accordance with the Contract Documents.

Article 3. CONTRACT TIME

3.01 All the time limits for milestones, if any, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.02 The Work will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the date indicated on the Invitation for Bid, Section 00100, unless otherwise approved in writing by the OWNER.

3.03 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the WORK is not completed within the time specified in paragraph 3.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **\$325** for each calendar day that expires after the time specified in Paragraph 3.02 for completion and readiness for final payment.

Article 4. CONTRACT PRICE

- 4.01 Owner shall pay Contractor for completion of the work in accordance with the Contract Documents an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the quantity of the item that is constructed and accepted. Unit prices are those listed in the Unit Price Schedule of the Bid Form attached as an Exhibit to this Agreement. Estimated quantities used for bidding purposes are not guaranteed. Payment will be for actual quantities as determined by Engineer in accordance with Paragraph 9.07 of the General Conditions. Unit prices have been computed as provided in paragraph 11.03 of the General Conditions.

Article 5. PAYMENT PROCEDURES

- 5.01 Submittal and Processing Payments: CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Application for Payment will be processed by ENGINEER as provided in the Contract Documents.
- 5.02 Progress Payments: Owner shall make progress payments in accordance with Article 14 of the General Conditions on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer, once each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the number of units of each bid item completed times the bid unit price in the Unit Price Schedule of the Bid Form for that item.
- 5.03 Retainage from Progress Payments: Ten percent of each estimate presented is to be deducted as retained percentage until such time as the project is fifty percent completed. If the character and progress of the work have been satisfactory to OWNER and ENGINEER, OWNER on recommendation of the ENGINEER, may determine that as long as the character and progress of the work remain satisfactory to them, there will be no additional retainage on progress payments during the continuance of the contract.
- 5.04 The OWNER may, however, upon completion of ninety-five percent of the contract, according to the estimate, pay to the CONTRACTOR ninety-five percent of the amount retained if the character and progress of the work is satisfactory.
- 5.05 Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by Engineer as provided in said paragraph 14.07.

Article 6. INTEREST

- 6.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.
- 6.02 Interest will not be paid on retainage.

Article 7. CONTRACTOR'S REPRESENTATIONS

- 7.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:
- A. CONTRACTOR has examined and carefully studied the Contract Documents (including all Addenda) listed in paragraph 9 and the other related data identified in the Bidding Documents.
- B. CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, performance or furnishing of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

D. CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Special Provisions as provided in paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Special Provisions as provided in paragraph 4.06 of the General Conditions. Contractor acknowledges that such reports and drawings are not Contract Documents and may not be complete for Contractor's purposes. Contractor acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site.

E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise, which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor including applying the specific means, methods, techniques, sequences and procedures of construction, if any, expressly required by the Contract Documents to be employed by the Contractor, and safety precautions and programs incident thereto.

F. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions or the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the site that relates to the Work as indicated in the Contract Documents.

H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

K. CONTRACTOR shall indemnify and save the OWNER and ENGINEER harmless from and against all claims, damage to property or breach of contract, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against the Owner, the Engineer, the Contractor, subcontractors or employees in consequence of actual or claimed negligence in the performance of the terms and conditions of this Contract.

Article 8. CONTRACT DOCUMENTS

8.01 Contents

- A. The Contract Documents consist of the following:
1. This Agreement (pages 1 to 6, inclusive);
 2. Performance Bond (pages 1 to 4, inclusive);
 3. Payment Bond (pages 1 to 4, inclusive);
 4. Other Bonds or Surety (pages 1 to , inclusive);
 5. General Conditions (pages 1 to 70, inclusive);
 6. Supplementary Conditions (pages 1 to 15, inclusive);
 7. Specifications as listed in the table of contents of the Plans and Specifications;
 8. Drawings consisting of:
 - Sheets A.1 through N.2 with each sheet bearing the following general title:
2021 Street Maintenance, City of Summerset, Summerset, SD
 9. Addenda (Numbers _____ to _____, inclusive).
 10. Exhibits to this Agreement (enumerated as follows):
 - a. Notice to Proceed (pages 1 to 1, inclusive);
 - b. Contractor's Bid (pages 1 to 8, inclusive);
 - c. Documentation submitted by Contractor prior to Notice of Award (pages _____ to _____, inclusive);
 11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Written Amendments;
 - b. Work Change Directives;
 - c. Change Order(s)
- B. The documents listed in paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified or supplemented as provided in paragraph 3.04 of the General Conditions

Article 9. MISCELLANEOUS

- 9.01 Terms used in the Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.
- 9.02 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 Severability: Any provision of part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.04 Dispute Resolution: The parties hereto agree that any controversy arising between the parties herein shall follow the guidelines as set forth in Paragraphs 9.08 and 10.05 of the Standard General Conditions of the Contract (2002 Edition) and Paragraph 16.01 of the Supplementary Conditions to the Standard General Conditions of the Construction Contract.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

OWNER: _____ CONTRACTOR: _____

By _____ By _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest _____

Attest _____

Address for giving notices

Address for giving notices

Phone: _____

Phone: _____

License No. _____

Agent for service of process:

Name

Current Address

Phone: _____

(If CONTRACTOR is a corporation or partnership, attach evidence of authority to sign)

JUNE 2021 CITY ADMINISTRATOR REPORT

ECONOMIC DEVELOPMENT

- Took a tour of the Glenwood Drive Expansion and Connection Project.
- Met with Amanda Anglin, Executive Director of SEDC and Hannah Sage, Partner Relations Representative from the SD Governor's Office of Economic Development.
- Received call from Patrick Pierce from Commercial Recreational Specialist to set up an informational meeting in July regarding water/recreational splashpads.
- Two site visits with Phil Olsen, Mayor Torno and myself – second site visit with representatives from SD Governor's Office of Economic Development, Elevate, Phil Olsen, Mayor Torno and Craig Wilkins CFO AESir Technology.
- Set up meeting with Pat Kurtenbach, Regional Economic Development Director for West River Business Service Center for July 1st.

GRANTS

- SDDOT – Siouxland Road Community Access Grant with BHCLG
- SAM's Registration – updated and made active.
- Visited with Jennifer Sietsema from BHCLG about American Rescue Plan Money to Cities.
- Visited with Kailey Snyder from BHCLG regarding Floodplain Admin/along with process to complete the Hazard Mitigation Grant. *Will be working with Lindsay Shagla from HDR to complete.
- Researched Grants.gov for set up and possible infrastructure grant funding.

PLANNING & ZONING

- Sent letters out on mark-ups done by HDR to business/developers.
- Gathered information for Lorri Lynch @ Zoning-Info regarding Pine Hills Mobile Home Park.
- Gathered information on complaints for resolution.
- Attended three (3) Planning & Zoning Meetings.
- Visited with Wade Nielsen from WBI Energy

MISC.

- Got set up in Google Groups for Municipal League.
- Visited with Cheryl Chapman from Banner regarding West Dakota Water Development District.
- Attended a dispatch meeting @ Meade County with Police Chief D. Allen.
- Zoom meeting on IM-26 with Department of Health.
- Attended three (3) Commission Meetings.
- *Permission to attend the "Fuel the Growth" Basic Economic Development Workshop September 15-17th @ Black Hills State University. The cost is \$395.00 for the course tuition.

**REGISTER
TODAY**

**FUEL THE GROWTH:
FORGING AHEAD IN
2021 THROUGH
ECONOMIC DEVELOPMENT**

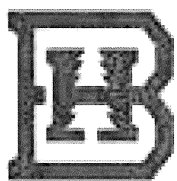
Economic Development Training Workshop



**Black Hills State University
Rapid City**

Room 112 • 4300 Cheyenne Boulevard
Rapid City, SD • Just off I-90 • Exit 61

**Wednesday, Thursday, Friday
September 15-17, 2021
WWW.BHSU.EDU/FUEL**



**BLACK HILLS
STATE UNIVERSITY**

For more
information contact:

Pat Kurtenbach
605-490-7201

pkurtenbach@wrbsc.com or

Hans Nelson
605-718-4088

Hans.Nelson@BHSU.edu
or visit www.BHSU.edu/fuel

Blocked rooms available at the Courtyard by Marriot Rapid City



**RUSHMORE
REGION**

SOUTH DAKOTA

GOVERNOR'S OFFICE OF ECONOMIC DEVELOPMENT



BLACK HILLS STATE UNIVERSITY

“Fuel the Growth”

Basic Economic Development Workshop

Rev. 5.18.2021

<p>Course:</p> <ul style="list-style-type: none"> • 3-Day workshop Wed.-Fri., September 15-17, 2021 • BHSU - Rapid City Center, Room 112 (All courses) • \$395.00 Course Tuition • Includes: 3-ring presentation binder thumb drive with presentations 3 continental breakfasts, 2 lunches, 3 breaks Grand opening celebration and tour-Elevate Rapid City and Ascent Innovation Center • BHSU certificate upon completion • Lodging – Courtyard Marriott; 20 king room block rate \$99/night 	<p>Targeted participants:</p> <ul style="list-style-type: none"> • EDO Directors/Organizations in SD, ND, WY, MT, CO • EDO board members • Elected officials and/or staff • ED partners, affiliated organizations • Community leaders • GOED staff - marketing, finance, etc. • BHSU - MBA students
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DATE	TIME	TOPIC	PRESENTER	LOCATION
Wednesday, Sept. 15	9:00 – 10:00	Registration & Continental Breakfast		BHSU Atrium
	10:00 – 10:15	Welcome & Introductions	BHSU, All	Room 112
	10:15 – 10:30	Sponsor’s Welcome	Sponsor	Room 112
	10:30 – 12:00	Managing Economic Development Organizations	Tom Johnson, CEO Elevate Rapid City	Room 112
	12:00 – 12:30	Lunch		Atrium
	12:30 – 1:30	Business Retention & Expansion	Joe Fiala, Partner Relations Dir., GOED	Room 112
	1:30 – 2:30	Utilities 101: Electric and Natural Gas	BH Energy Staff	Room 112
	2:30 – 2:45	Break		
	2:45 – 3:45	Entrepreneurial & Small Business Development	Mike Bockorny, CEO Aberdeen Development Corp.	Room 112
	3:45 – 4:45	Data & Analytics in Economic Development	Business Analytics staff GOED	Room 112
	4:45 – 5:00	Review Key Points, Q&A	Presenters, All	Room 112
	5:00 – 6:00	Tour of Elevate Rapid City headquarters and business incubator (Ascent Innovation)	Mitch Nachtigall, Dir. of Innovation & Entrepreneurship, Elevate Rapid City	Ascent Innovation
	6:00 –	Dinner on your own		

Thursday, Sept. 16	7:00 – 8:00	Registration & Continental Breakfast		Atrium
	8:00 – 8:10	Yesterday's Recap, Q&A, Today's Agenda Overview	BHSU, All	Room 112
	8:10 – 9:15	ED Finance	Daniel Ainslie, City Manager City of Sturgis	Room 112
	9:15 – 10:30	Workforce Development	Kory Menken, Executive Director Spearfish Econ. Dev. Corp.	Room 112
	10:30 – 10:45	Break		Atrium
	10:45 – 11:45	Economic Development Ethics	Mark Vaux, Executive Director Watertown Development Co.	Room 112
	11:45 – 12:15	Lunch		
	12:15 – 1:30	Community/Neighborhood Development	Chris Schilken, Deputy Commissioner & Business Development Director, GOED	Room 112
	1:30 – 2:30	Marketing/Attraction	Janet Ady, CEO Ady Advantage	Room 112
	2:30 – 2:45	Break		
	2:45 – 4:15	Site Selector Preparedness; Q&A with Janet	Janet Ady, CEO Ady Advantage	Room 112
	4:15 – 4:30	Recap/Feedback	All	Room 112
	4:30 –	Grand opening celebration	All	Elevate Rapid City- Ascent Innovation
Friday, Sept. 17	7:00 – 8:00	Continental Breakfast		Atrium
	8:00 – 9:00	Real Estate Development & Reuse	Bob Mundt, President/CEO, Sioux Falls Development Fndn.	Room 112
	9:00 – 10:00	Strategic Planning & Visioning	Mutch Usera, Sr. Program Mngr - Community Affairs Black Hills Energy	Room 112
	10:00 – 10:15	Break		
	10:15 – 11:15	Panel discussion with presenters, moderated by BHSU	Presenters, as available	Room 112
	11:15 – 12:00	Q&A, Closing Remarks, Complete Surveys	BHSU, GOED, All	Room 112
	12:00 pm	Adjourn		

Green highlights are the 10 course topics mandated for IEDC Basic ED Course.
(IEDC requires 2 hours each. This workshop provides 1 hour each).

REMINDER: 2021 Elected Officials Workshop Agenda and Registration

Lisa Nold <lisa@sdmunicipalleague.org>

Mon 6/28/2021 10:32 AM

To: Lisa Nold <lisa@sdmunicipalleague.org>

 1 attachments (258 KB)

2021 Elected Officials Workshop Agenda and Registration.pdf;

This is a reminder – please register soon if you have not yet done so! Thank you.

Hello, Please find attached the Agenda and Registration form for the 2021 Elected Officials Workshop to be held in Pierre on July 14, 2021. This one-day training is packed with sessions that will be valuable to newly elected officials as well as those that have previously been in office. The purpose of this workshop is to provide a basic crash course on local government.

* A lunch will be provided.

Please send in the completed Registration form by July 1, 2021.

Thank you.

Lisa Nold

SOUTH DAKOTA MUNICIPAL LEAGUE

Administrative Coordinator

lisa@sdmunicipalleague.org

208 Island Drive, Ft. Pierre, SD 57532

Tel | 605.224.8654 or 800-658-3633

Fax | 605.224.8655

<http://www.sdmunicipalleague.org>

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SOUTH DAKOTA MUNICIPAL LEAGUE

2021 Elected Officials Workshop

Wednesday, July 14, 2021

Ramkota Hotel and Conference Center • Pierre, SD

Agenda

- 9:00 a.m. **Registration** – *outside Gallery A*
- 9:30 a.m. **Welcome and Introduction to the League** – *Gallery A*
Yvonne Taylor, Executive Director, South Dakota Municipal League
- 9:35 a.m. **SDPAA – Protecting Public Entities Since 1987**
Lynn Bren, Director of Member Services, SD Public Assurance Alliance
- 10:00 a.m. **Meet the SDML Work Comp Fund**
Brad Wilson, CIC, AIC, SDWCS, Administrator, SDML Work Comp Fund
- 10:20 a.m. **Municipal Officials and Employees**
Laurie Gronlund, Director of Human Resources, City of Pierre
- 11:00 a.m. **Bids and Contracts**
*Rod Fortin, Director of Local Government Assistance,
South Dakota Department of Legislative Audit*
- 11:45 a.m. **Lunch** (plated lunch provided) – *Gallery A*
- 12:30 p.m. **Financial and Compliance Matters**
*Rod Fortin, Director of Local Government Assistance,
South Dakota Department of Legislative Audit*
- 2:00 p.m. **Open Meetings and Executive Sessions - Do's and Don'ts**
Steven Blair, Assistant Attorney General, Office of the Attorney General
- 3:00 p.m. **Conflict of Interest for Municipal Officials**
Steven Blair, Assistant Attorney General, Office of the Attorney General
- 3:30 p.m. **Adjourn**

SOUTH DAKOTA MUNICIPAL LEAGUE

2021 Elected Officials Workshop

Wednesday, July 14, 2021

Ramkota Hotel and Conference Center • Pierre, SD

The purpose of this workshop is to provide a basic crash course on local government.

\$50.00 per person.

Includes workshop material, the SDML Handbook for Municipal Officials (\$60 value) and lunch.
Please be sure to register by the July 1st deadline.

~ THIS WORKSHOP IS OPEN TO ALL ELECTED OFFICIALS ~

REGISTRATION FORM

Municipality: _____

Please indicate Form of Government:

- | | | |
|-------------------------------------|---|------------------------------------|
| <input type="checkbox"/> Aldermanic | <input type="checkbox"/> Aldermanic with City Manager | <input type="checkbox"/> Trustee |
| <input type="checkbox"/> Commission | <input type="checkbox"/> Commission with City Manager | <input type="checkbox"/> Home Rule |

Please Print Name and Title as you would like it to appear on the nametag:

Name	Title	Email
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Number Attending _____ @ \$50.00 = \$ _____

Please return this form and payment by **July 1, 2021*** to:
**No refunds will be given after July 1, 2021*

SD Municipal League
208 Island Drive
Ft. Pierre, SD 57532

SDML OFFICE USE ONLY: DATE: _____ CHECK #: _____ AMOUNT: _____
