

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

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

Mayor Torno led the Pledge of Allegiance.

Mayor Torno gave the invocation.

Motion by Kitzmiller, second by Hirsch, to approve the agenda for the Regular Meeting of the Summerset City Commission for January 6th, 2022. Motion carried.

CONSENT CALENDAR

Motion by Thurman, second by Kitzmiller, to approve the minutes of the Regular Meeting of December 16th, 2021. Motion carried.

APPROVAL OF CLAIMS

Motion by Hirsch, second by Kitzmiller, to approve the claims and hand checks in the amount of \$178,602.96 from December 16th, 2021 through January 5th, 2022 as presented or amended. Motion carried.

PENNINGTON CO. TITLE	Purchase Agreement-Alta Policy	416.00
A&B BUSINESS SOLUTIONS	Monthly Contract	373.63
ALLEN, DON	Phone Stipend	450.00
AMBROSE, JONATHAN	Phone Stipend	550.00
AXON ENTERPRISE, INC	LE Professional Fees	4,450.50
BLACK HILLS ENERGY	Utilities	6,741.28
BROWN'S SMALL ENGINE REPAIR	Mowers	24,895.00
Butler, Dave	Phone Stipend	50.00
CANDACE SEALEY	Phone Stipend	50.00
CITY OF RAPID CITY	Mixed Solid Waste Disposal	4,349.91
CMS SERVICES	PW Building	2,922.28
DAKOTA PUMP, INC	Scada License	3,104.75
DELTA DENTAL	Employee Dental	862.20
DUCHENEUX, HALAYNA	Phone Stipend	450.00
GOLDEN WEST TECHNOLOGIES	Managed Services	479.49
GREENAPSIS	Professional Janitorial	320.00
HAWKINS INC.	Defoamer	2,412.00
HEALTH POOL OF SD	Employee Medical	14,673.22
HILLS SEPTIC SERVICE	Clean SS Lift Station	225.00
HIRSCH, CLYDE	Phone Stipend	50.00
HUNT, DREW	Phone Stipend	550.00
IBM	MaaS360 Essential Suite	864.00
JAN BUSSE FORD	Trailer PW	3,669.00

JOHNSON TREE COMPANY	Trees	5,000.00
JUSO, COLTON	Phone Stipend	450.00
KENNY'S BODY SHOP	Repairs	634.15
KITZMILLER, MICHAEL	Phone Stipend	50.00
Kayl, Anthony	Phone Stipend	550.00
LEGENDARY ELECTRIC	Light Exit Signs City Hall	867.35
MACRANDER, MATTHEW	Phone Stipend	450.00
MEADE COUNTY AUDITOR	Dispatch Fees November	1,919.83
MEADE COUNTY REG OF DEEDS	Recording Fee	90.00
MEADE COUNTY REG OF DEEDS	Recording Fees	30.00
MONTILEAUX, CASEY	Phone Stipend	450.00
NASSER,RICH	Phone Stipend	450.00
O'GRADY, BRENDA	Phone Stipend	50.00
OPSTEDAHL, TAYLER	Phone Stipend	550.00
PALMER, BRANDY	Phone Stipend	450.00
POWLES & SONS	Refund Surety	30,000.00
RAPID CITY FIRE DEPARTMENT	Ambulance Service Contract	30,684.84
RAPID CITY JOURNAL	Publications	569.48
RUDLAND, JUSTIN	Sign Refund	75.00
SCHIEFFER, LISA	Phone Stipend	50.00
SCHROCK, BRIELLE	Phone Stipend	50.00
SD ONE CALL	November Notifications	23.10
SDML	Legislative Rib Dinner	60.00
SDRS-SUPPLEMENTAL	Supplemental Retirement Contri	550.00
SERVALL UNIFORM & LINEN SUPPLY	Monthly Fees	143.10
TANNER FENENGA	Phone Stipend	550.00
THURMAN, KATHLENE	Phone Stipend	50.00
TORNO, MELANIE	Phone Stipend	50.00
TRANSOURCE	Lease	7,700.00
USA BLUEBOOK	WWTP Supplies	281.19
VAST BROADBAND	fax/phone/internet	1,048.49
Verizon Wireless	LE Voice & Mobile	190.08

APPROVAL OF PAYROLL – DECEMBER 2021 – SDCL 6-1-10

Motion by Kitzmiller, second by Thurman to approve of payroll as listed. Motion carried.

Dept. 4000 - \$15,509.14 Wastewater/Public Works

Dept. 4110 - \$2,333.32 Commission

Dept. 4120 - \$1,083.33 Mayor

Dept. 4140 - \$11,162.75 Finance

Dept. 4210 - \$23,166.73 Police

Dept. 4652 - \$375.00 Planning & Zoning

UTILITY BILLING ADJUSTMENTS

Motion by Hirsch, second by Kitzmiller to approve the utility billing adjustments of \$104.51 for the period December 1-December 31, 2021. Motion carried.

MUNICIPAL ELECTION

Motion by Kitzmiller, second by Thurman to set municipal election: April 12, 2022 location: 7055 Leisure Lane, Summerset, South Dakota. Motion carried.

NOTICE OF VACANCY

Two (2) City Commissioner Seats -Three Year Term.

RESOLUTION 2022-01

Motion by Hirsch, second by Thurman to approve of Resolution 2022-01- Salary Schedule 2022. Motion carried.

CITY OF SUMMERSET

RESOLUTION 2022-01

A RESOLUTION SETTING THE SALARY AND WAGES FOR THE CITY OF SUMMERSET FOR 2022

BE IT RESOLVED by the Council of Commissioners of the City of Summerset, that the salaries and wages of City Officials and Employees for the year 2022 shall be as follows:

Allen, Don/Police Chief/ \$64,335.51 /Annual Salary
Ambrose, Jonathan/WWTP Supervisor/ \$66,170.17/Annual Salary
Boddicker, Mark/Part-Time Police Officer/\$16.50 Per Hour
Butler, David/City Commissioner/\$7,000.00 Annual Salary
Ducheneaux, Halayna/Patrolman/ \$20.82 Per Hour
Fenenga, Tanner/Public Works Manager/\$26.81 Per Hour
Geigle Adam/ Part-Time Police Officer/\$17.00 Per Hour
Hirsch, Clyde/City Commissioner/\$7,000.00 Annual Salary
Hirsch, Dustin/Planning & Zoning Member/\$75.00 Per Meeting
Hough, John/Planning & Zoning Board Member/\$75.00 per Meeting
Hunt, Drew/Public Works Laborer/\$19.50 Per Hour
Johnson, Scott/Part-Time Police Officer/\$17.00 Per Hour
Juso, Colton/Patrolman/\$22.08 Per Hour
Kayl, Anthony/ Public Works Laborer/\$21.91 Per Hour
Kenrick, Casey/Planning & Zoning Member/\$75.00 Per Meeting
Kitzmiller, Michael/City Commissioner/\$7,000.00 Annual Salary
Macrander, Matthew/Patrolman/\$20.00 Per Hour
Martin, Mike/Planning & Zoning Board Member/\$75.00 per Meeting
Montileaux, Casey/Patrolman/\$20.82 Per Hour
Nasser, Rich/Sergeant/\$27.41 Per Hour
Oldfield, Brody/Planning & Zoning Board Member/\$75.00 per Meeting
Opstedahl, Taylor/Wastewater Laborer/\$18.00 Per Hour
Palmer, Brandy/Patrolman/\$23.96 Per Hour
Schieffer, Lisa/City Administrator/\$68,675.00/Annual Salary
Schrock, Brielle/Assistant Finance Officer/ \$16.00 Per Hour

Sealey, Candace/Municipal Finance Officer/\$54,382.75 Annual Salary
Thurman, Kathlene/City Commissioner/\$7,000.00 Annual Salary
Torno, Melanie/Mayor/\$13,000.00 Annual Salary
Torres, Branden/Part-Time Police Officer/\$16.50 Per Hour
Twite, Jeffery/ Part-Time Police Officer/\$16.50 Per Hour
VanDewater, Jarrod/Part-Time Police Officer/\$16.50 Per Hour
Walker, John/ Part-Time Police Officer/\$17.00 Per Hour
Wiest, Tracy/ Part-Time Police Officer/\$16.50 Per Hour

NOW THEREFORE, BE IT RESOLVED that the foregoing salaries and wages shall take effect on December 26th, 2021.

BE IT RESOLVED this 6th day of January 2022.

OFFICAL NEWSPAPER

Motion by Kitzmiller, second by Hirsch to designate Rapid City Journal as official newspaper for 2022. Motion carried.

RECOGNITION OF VOLUNTEERS

Recognition of the following volunteers in the Summerset Police Department:
Tracy Wiest and Mark Boddicker

APPROVAL OF CONTINGENCY FUNDS – to close out FY2021

Motion by Kitmziller, second by Hirsch to approve contingency funds as listed. Motion carried.

4110	\$ 4,000.00	Commission
4120	\$ 3,000.00	Mayoral
4141	\$ 4,000.00	City Attorney
4196	\$ 8,000.00	City Engineer
4220	\$ 1,600.00	Fire Department
4650	\$ 620.00	Economic Development
4652	\$ 6,000.00	Planning & Zoning

APPOINT PLANNING & ZONING MEMBERS

Motion by Kitzmiller, second by Thurman to appoint P&Z members Brody Oldfield, Dustin Hirsch, Casey Kenrick, John Hough, and Mike Martin. Motion carried.

PAYROLL CHANGE

90 DAY REVIEW – ASSISTANT FINANCE OFFICER

Motion by Thurman, second by Hirsch to approve Brielle Schrock from \$16.00 to \$17.00 per/hr. Motion carried.

SERGEANT PROMOTION

Motion by Kitzmiller, second by Hirsch to approve Rich Nasser from \$23.94 to \$27.41 per/hr. effective December 26, 2021. Motion carried.

TRANSFER OF PACKAGE LIQUOR LICENSE HAGGAR's GROCERY to EAGLECAV, LLC. – HEARING

Motion by Hirsch, second by Kitzmiller to open Hearing to the Public. Motion carried.

Motion by Kitzmiller, second by Hirsch to close Hearing to the Public. Motion carried.

Motion by Kitzmiller, second by Thurman to approve the Transfer of the Package Liquor License. Motion carried.

FIRST READING OF SUPPLEMENTAL ORDINANCE 2021.09

Motion by Hirsch, second by Thurman to approve first reading of Ordinance 2021.09. Motion carried.

Motion by Kitzmiller, second by Hirsch to set second reading of Ordinance 2021.09 for January 20, 2022. Motion carried.

FIRST READING OF TSO 2022-01

Lots 1-10 Of Summerset Meadows, Formerly Tract 2 of Richardson Subdivision, Except Lot H1 and Except Tract Well located in the SE1/4SW1/4 of Section 31, Township 3 North, Range 7 East, Black Hills Meridian, City of Summerset, Meade County, SD – from PD Planned Development to R-1 Single Family Residential.

Motion by Hirsch, second by Kitzmiller to approve first reading of Ordinance TSO 2022-01. Motion carried.

Motion by Kitzmiller, second by Hirsch to set second reading of Ordinance TSO 2022-01 for January 20, 2022. Motion carried.

FIRST READING OF TSO 2022-02

Lot D, Block 9 of Summerset Subdivision, Section 36, Township 3 North, Range 6 East, Black Hills Meridian, City of Summerset, Meade County, SD – from PD Planned Development to C-1 General Commercial.

Motion by Thurman, second by Kitzmiller to approve first reading of Ordinance TSO 2022-02. Motion carried.

Motion by Hirsch, second by Kitzmiller to set second reading of Ordinance TSO 2022-02 for January 20, 2022. Motion carried.

RESOLUTION 2022-02 – BURGNER MINOR PLAT

Motion by Kitzmiller, second by Hirsch. Motion carried.

RESOLUTION 2022-03 – WEST GOLDEN INVESTMENTS

Motion by Kitzmiller, second by Thurman. Motion carried.

SOUTH DAKOTA PUBLIC ASSURANCE ALLIANCE – INTERGOVERNMENTAL CONTRACT

Motion by Hirsch, second by Thurman, to approve signing the contract. Motion carried.

QUIT CLAIM DEED – MILLIRON

Motion by Thurman, second by Thurman to approve the Quit Claim Deed. Motion carried.

SURPLUS TABLETS – POLICE DEPARTMENT

Motion by Hirsch, second by Kitzmiller to approve the surplus of the following tablets:

Item	Serial Number	Status
Tablet: Fujitsu	R6Z03239	Not working
Tablet: Fujitsu	R6Z03236	Working
Tablet: Fujitsu	R6Z03010	Working
Tablet: Fujitsu	R9605005	Working

Keyboard: Stylistic	R7303874	Working
Keyboard: Stylistic	R9600052	Working
Charger Port/Dock: Stylistic	R6Z00347	Not Working
Charger Port/Dock: Stylistic	R6Z00346	Not Working
Charger Port/Dock: Stylistic	R6Z00351	Working
Charger Port/Dock: Stylistic	CP500638-01	Working

Motion carried.

CITIZENS INPUT

None

UPCOMING EVENTS:

City offices will be closed Monday, January 17th in observance of Martin Luther King Day.

ITEMS FROM CITY ATTORNEY

Motion by Kitzmiller, second by Hirsch, to enter into Executive Session at 6:17 p.m. per SDCL 1-25-2 for discussing legal, economic development, negotiations, and personnel issues. Motion carried.

Motion by Hirsch, second by Thurman, to come out of executive session at 6:35 p.m. Motion carried.

ADJOURNMENT

Motion by Kitzmiller, second by Hirsch, to adjourn at 6:35p.m. Motion carried.

(SEAL)

ATTEST:

Candace Sealey
Finance Officer

Melanie Torno
Mayor

Published once _____, 2021 at a cost of \$_____.

Check Register Report

Date: 01/19/2022

Time: 7:39 am

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								
25222	01/19/2022	Printed			1704	A & J SCREENING	Public Works Uniforms	880.75
25223	01/19/2022	Printed			1098	A&B BUSINESS SOLUTIONS	Water Machine	45.00
25224	01/19/2022	Printed			1414	AMERICAN LEGAL	S-3 Folio & Editing Pages	890.28
25225	01/19/2022	Printed			1107	APPLIED CONCEPTS, INC	Equipment	4,526.00
25226	01/19/2022	Printed			0021	BLACK HAWK WATER USERS DISTRIC	Monthly Usage	32.00
25227	01/19/2022	Printed			1334	BLACK HILLS COUNCIL OF LOCAL	Annual Fees	940.00
25228	01/19/2022	Printed			1793	BLUE LINE GRAPHICS	Magnets	650.00
25229	01/19/2022	Printed			1504	CBH CO-OP	Govt Fuel	1,522.53
25230	01/19/2022	Printed			1783	CMS SERVICES	Repair HVAC	280.61
25231	01/19/2022	Printed			1093	DAKOTA PUMP, INC		137.76
25232	01/19/2022	Printed			0765	DEMERSSEMAN JENSEN	Legal Fees	562.50
25233	01/19/2022	Printed			1669	EXCEL TRUCK	Winterize Truck 202	1,127.45
25234	01/19/2022	Printed			1452	FIRE PRO	Annual Fire Ext. Maint	242.40
25235	01/19/2022	Printed			1671	GEORGE MANDAS	Professional Fees	900.00
25236	01/19/2022	Printed			0246	GOLDEN WEST TECHNOLOGIES	FO New Computer	6,973.15
25237	01/19/2022	Printed			1133	HDR ENGINEERING, INC	Task Order 2021-03	9,358.75
25238	01/19/2022	Printed			1506	HERMANSON EGGE ENGINEERING	Residential Inspections	210.00
25239	01/19/2022	Printed			0284	INTOXIMETERS	PBTS	650.00
25240	01/19/2022	Printed			0124	KIEFFER SANITATION	Sanitation Services	6.75
25241	01/19/2022	Printed			0937	MDU	Utilities	1,832.27
25242	01/19/2022	Printed			1101	MEADE COUNTY AUDITOR	December Dispatch	1,919.83
25243	01/19/2022	Printed			1433	MIDCONTINENT COMMUNICATIONS	WWTP Phone	198.50
25244	01/19/2022	Printed			1157	MIDCONTINENT TESTING LABS	Mid Continent Testing	140.00
25245	01/19/2022	Printed			1413	NORTHERN TRUCK EQUIPMENT CO	SES F-350	325.90
25246	01/19/2022	Printed			0007	PRINT MARKET	Notary Stamp	49.95
25247	01/19/2022	Printed			1768	QUILL	Supplies	127.96
25248	01/19/2022	Printed			1789	RDR INVESTMENTS LLP	Refund Variance	300.00
25249	01/19/2022	Printed			0419	SD POLICE CHIEF ASSOC	Annual Dues 2022	149.16
25250	01/19/2022	Printed			0480	SD Secretary of State	Brenda O'grady Notary	30.00
25251	01/19/2022	Printed			1024	USA BLUEBOOK	WWTP Supplies	6,586.86
					Total Checks: 30		Checks Total (excluding void checks):	41,596.36
					Total Payments: 30		Bank Total (excluding void checks):	41,596.36

Check Register Report

Date: 01/19/2022
Time: 7:39 am
Page: 2

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

68	01/19/2022	Printed			1245	SOUTH DAKOTA STATE TREASURER	December Sales Tax Remit	958.49
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Total Checks: 1

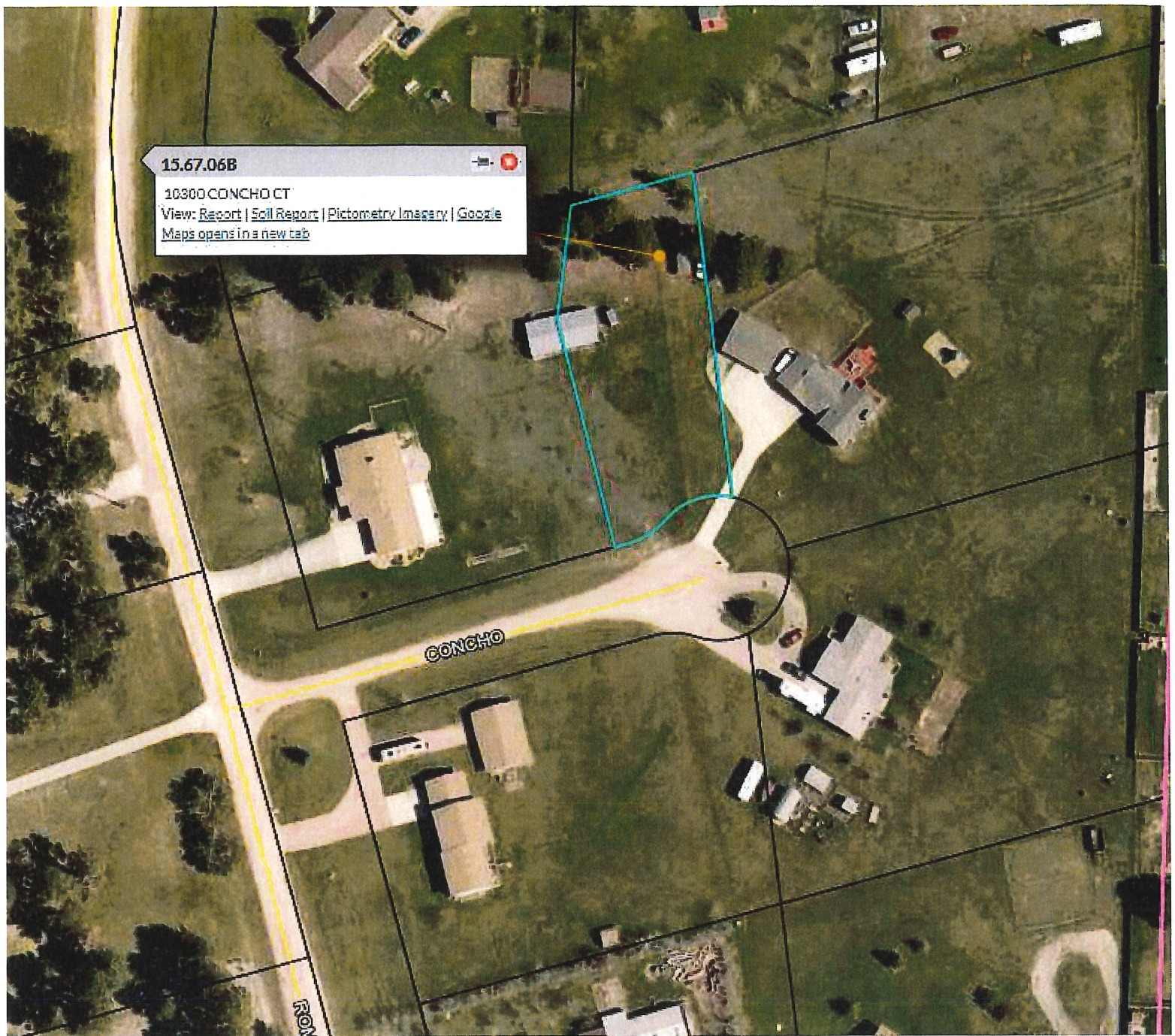
Checks Total (excluding void checks): 958.49

Total Payments: 1

Bank Total (excluding void checks): 958.49

Total Payments: 31

Grand Total (excluding void checks): 42,554.85



15.67.06B

10300 CONCHO CT

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

R. Hood
m. Hood > Lot division questions

CITY OF SUMMERSET
ORDINANCE NO. 2021.09
SUPPLEMENTAL APPROPRIATION ORDINANCE

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

EXPENDITURES

**General Fund
Fund 101**

4210 Law Enforcement

\$75,000

Total Law Enforcement

\$ 75,000.00

**Refer to commission minutes from October 21, 2021.*

4900 Miscellaneous

Return Powles Surety 2021

\$ 71,000.00

Total Miscellaneous

\$ 71,000.00

4192 General Government Buildings

\$ 61,000.00

* Purchase of City property in Dec.

\$ 61,000.00

4140 Finance

\$30,000

Total Finance

\$ 30,000.00

Total Appropriations

SECTION TWO

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

REVENUE

**General Fund
Fund 101**

SOURCE OF FUNDING

Unassigned Fund Balance

\$237,000

TOTAL MEANS OF FINANCE

\$ 237,000.00

ENTERPRISE FUNDS

Sewer Fund

EXPENDITURES

SRF Payments

\$ 58,000

SOURCE OF FUNDING

Unassigned Fund Balance

\$ 58,000

Dated this 6th day of January, 2022.

ATTEST:

Candace Sealey, Finance Officer

Melanie Torno, Mayor

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

First Reading: January 6th, 2022
Second Reading: January 20th, 2022
Publication:

Published once at the approximate cost of \$ xxxx.

TSO 2022-01
CITY OF SUMMERSET ZONING ORDINANCE AMENDMENT

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

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

BE IT ORDAINED that the zoning map referenced at Title 155, Chapter 155.021, and incorporated herein by this reference, shall be amended as it pertains to the following property:

(Existing Legal) Tract 2 of Richardson Subdivision, Except Lot H1 and Except Tract Well, located in the SE1/4SW1/4 of Section 31, Township 3 North, Range 7 East, Black Hills Meridian, City of Summerset, Meade County, South Dakota.

(Proposed Legal) Lots 1-10 of Summerset Meadows, located in the SE1/4SW1/4 of Section 31, Township 3 North, Range 7 East, Black Hills Meridian, City of Summerset, Meade County, South Dakota.

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

Dated this _____ day of _____, 20__.

ATTEST:

CITY OF SUMMERSET

Candace Sealey, Finance Officer

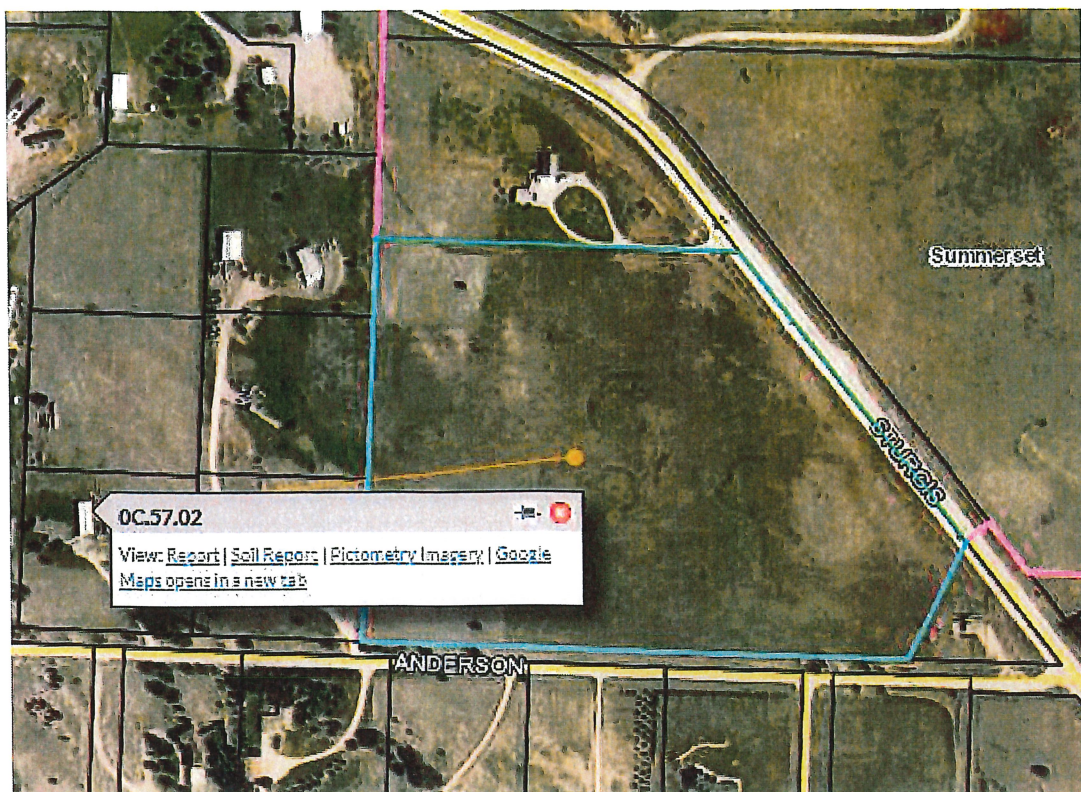
Melanie Torno, Mayor

(Seal)

Vote: Torno:
Kitzmilller:
Butler:
Hirsch:
Thurman:

First Reading: January 6, 2022
Second Reading: January 20, 2022
Publication:

Published once _____ at approximate cost of \$_____.



COUNTY TREASURER'S CERTIFICATE
I, Treasurer of Meade County, South Dakota, do hereby certify that all taxes which are due upon the land described herein, as shown by the records of my office, are duly paid.
Dated this _____ day of _____, 20____
Meade County Treasurer

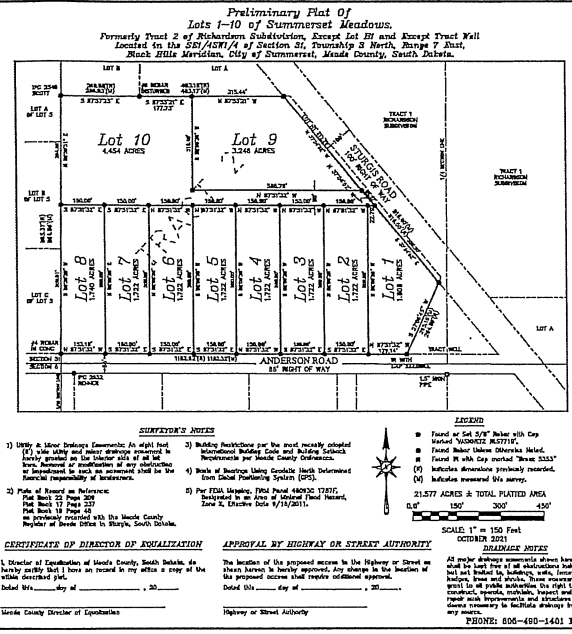
CERTIFICATE OF CITY FINANCE OFFICER
I, Finance Officer of the City of Summerset, South Dakota, do hereby certify that the foregoing instrument is a true and correct copy of the resolution adopted by the City Commission of the City of Summerset, South Dakota, at a meeting held on the _____ day of _____, 20____
Finance Officer

CERTIFICATE OF CITY FINANCE OFFICER
I, Finance Officer of the City of Summerset, do hereby certify that all special assessments which are due upon the within described lands are duly paid according to the records of my office.
Dated this _____ day of _____, 20____
Finance Officer

CERTIFICATE OF PLANNING COMMISSION
The City of Summerset Planning and Zoning Commission certifies it has reviewed the final plat and hereby recommends approval to the City Commission of the City of Summerset, South Dakota.
Dated this _____ day of _____, 20____
Planning Commission Member

RESOLUTION OF CITY COMMISSION
Whereas there has been presented to the City Commission of the City of Summerset, South Dakota, the within plat of the above described lands, and it appears to the City Commission of the City of Summerset, South Dakota, that:
a. The system of streets and public utilities existing on the system of streets of the existing plat 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 land or subdivisions have been duly paid, and
d. That such plat and survey thereof have been recorded according to law.
NOW THEREFORE, BE IT RESOLVED that said plat is hereby approved and accepted.
Dated at Summerset, South Dakota
this _____ day of _____, 20____
Mayor

PREPARED BY: BARCLAY SURVEYING, INC.
2305 JUNCTION AVENUE, SIOUX FALLS, S.D. 57105



TSO 2022-02
CITY OF SUMMERSET ZONING ORDINANCE AMENDMENT

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

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

BE IT ORDAINED that the zoning map referenced at Title 155, Chapter 155.021, and incorporated herein by this reference, shall be amended as it pertains to the following property:

**Lot D in Block 9 of Summerset Subdivision, Section 36, Township 3 North,
Range 6 East, Black Hills Meridian, City of Summerset, Meade County SD.**

which property shall be re-zoned from PD (Planned Development) to C-1 (General Commercial) and that the zoning map shall be amended accordingly, which amendments are incorporated herein.

Dated this _____ day of _____, 20____.

ATTEST:

CITY OF SUMMERSET

Candace Sealey, Finance Officer

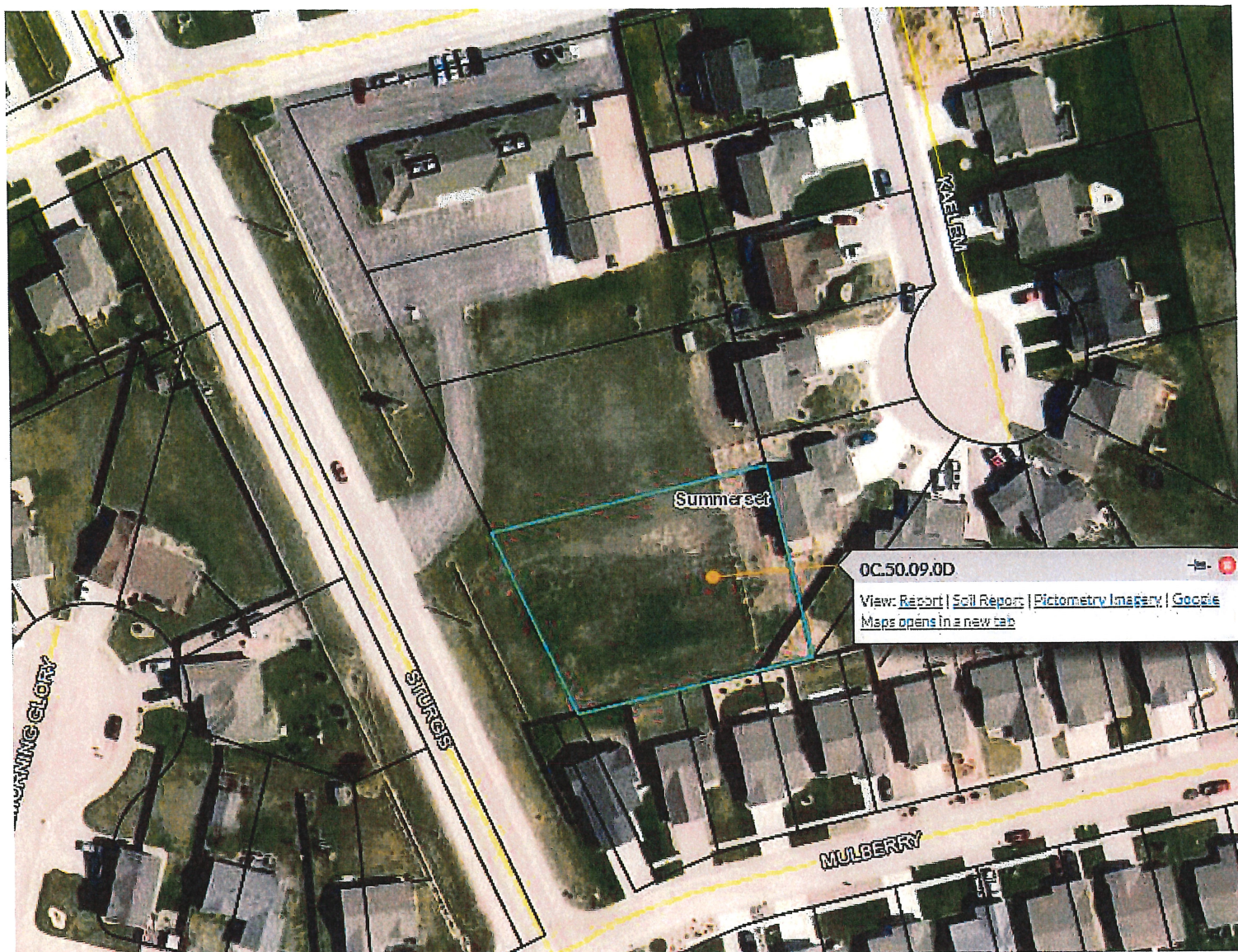
Melanie Torno, Mayor

(Seal)

Vote: Torno:
Kitzmillier:
Butler:
Hirsch:
Thurman:

First Reading: January 6, 2022
Second Reading: January 20, 2022
Publication:

Published once _____ at approximate cost of \$_____.



NOTICE FOR PUBLICATION

Ordinance TSO 2022-03

CITY OF SUMMERSET ZONING ORDINANCE AMENDMENT

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

NOTICE IS HEREBY GIVEN that the City of Summerset will set the first reading on Ordinance #TSO 2022-03 An Ordinance Amending Zoning Ordinance and Map Incorporated at Title 155, Chapter 021.

Said first reading will be held at Summerset City Hall, 7055 Leisure Lane, Summerset SD on February 3rd, 2022 @ 6:00 p.m. The purpose of the public hearing is to accept public comment on the proposed amended ordinance on the following described property:

Summerset Subdivision Lots 1-12 of Lot E-1 of Lot E, Block 9, Section 36, Township 3 North, Range 6 East, Black Hills Meridian, City of Summerset, Meade County, South Dakota.
a/k/a Kaelem Ct.

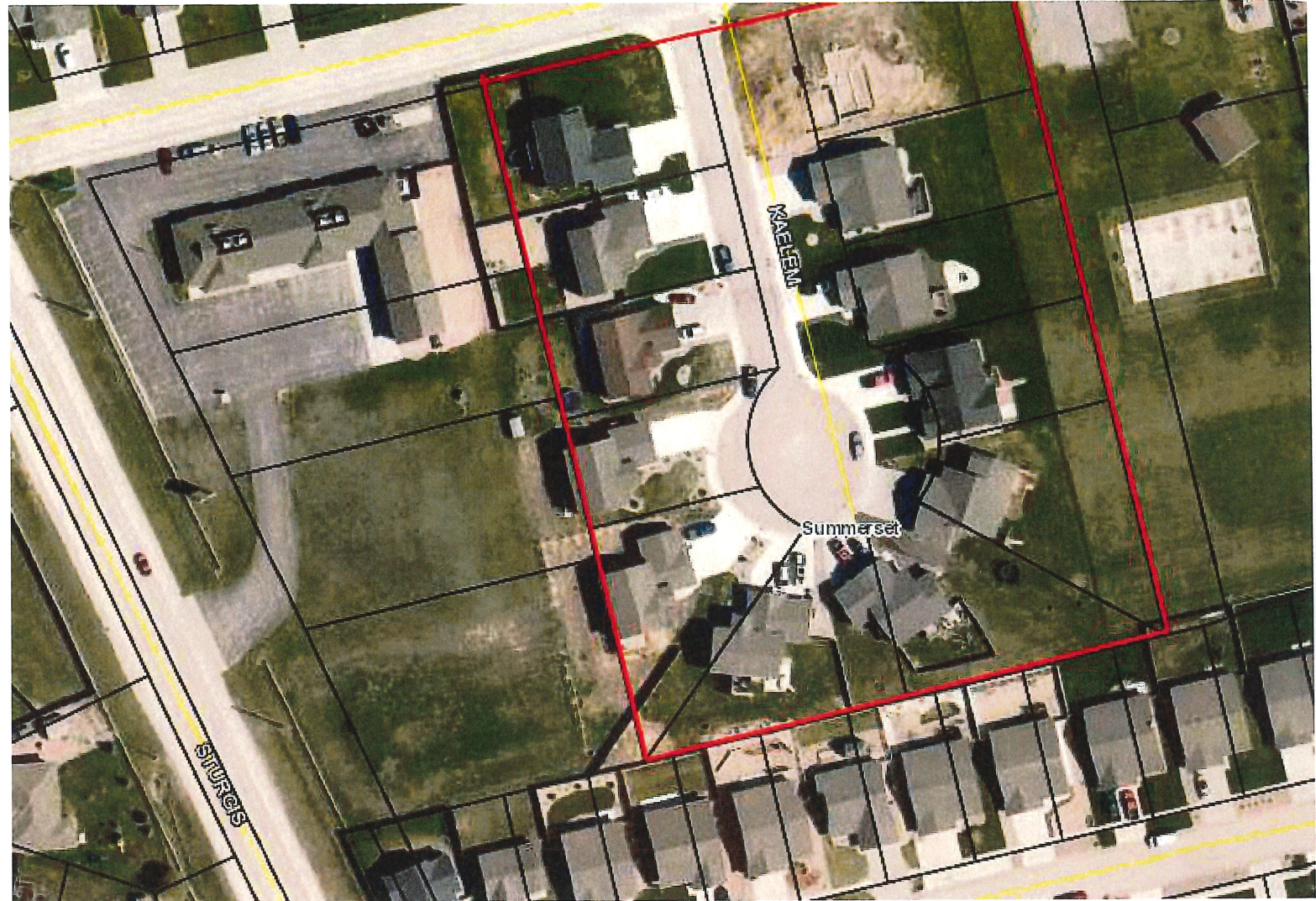
Said property is zoned PD (Planned Development) and said petitioner requests the zoning to be changed to R1 (Single Family Residential).

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

Dated this 14th day of January 2021.

City of Summerset

Published once on 1/21/2022, at the total approximate cost of \$26.85.



NOTICE FOR PUBLICATION

Ordinance TSO 2022-04

CITY OF SUMMERSET ZONING ORDINANCE AMENDMENT

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

NOTICE IS HEREBY GIVEN that the City of Summerset will set the first reading on Ordinance #TSO 2022-04 An Ordinance Amending Zoning Ordinance and Map Incorporated at Title 155, Chapter 021.

Said first reading will be held at Summerset City Hall, 7055 Leisure Lane, Summerset SD on February 3rd, 2022 @ 6:00 p.m. The purpose of the public hearing is to accept public comment on the proposed amended ordinance on the following described property:

Summerset Subdivision Lots AR, BR and C of Lot 1, Block 9, Section 36, Township 3 North, Range 6 East, Black Hills Meridian, City of Summerset, Meade County, South Dakota.

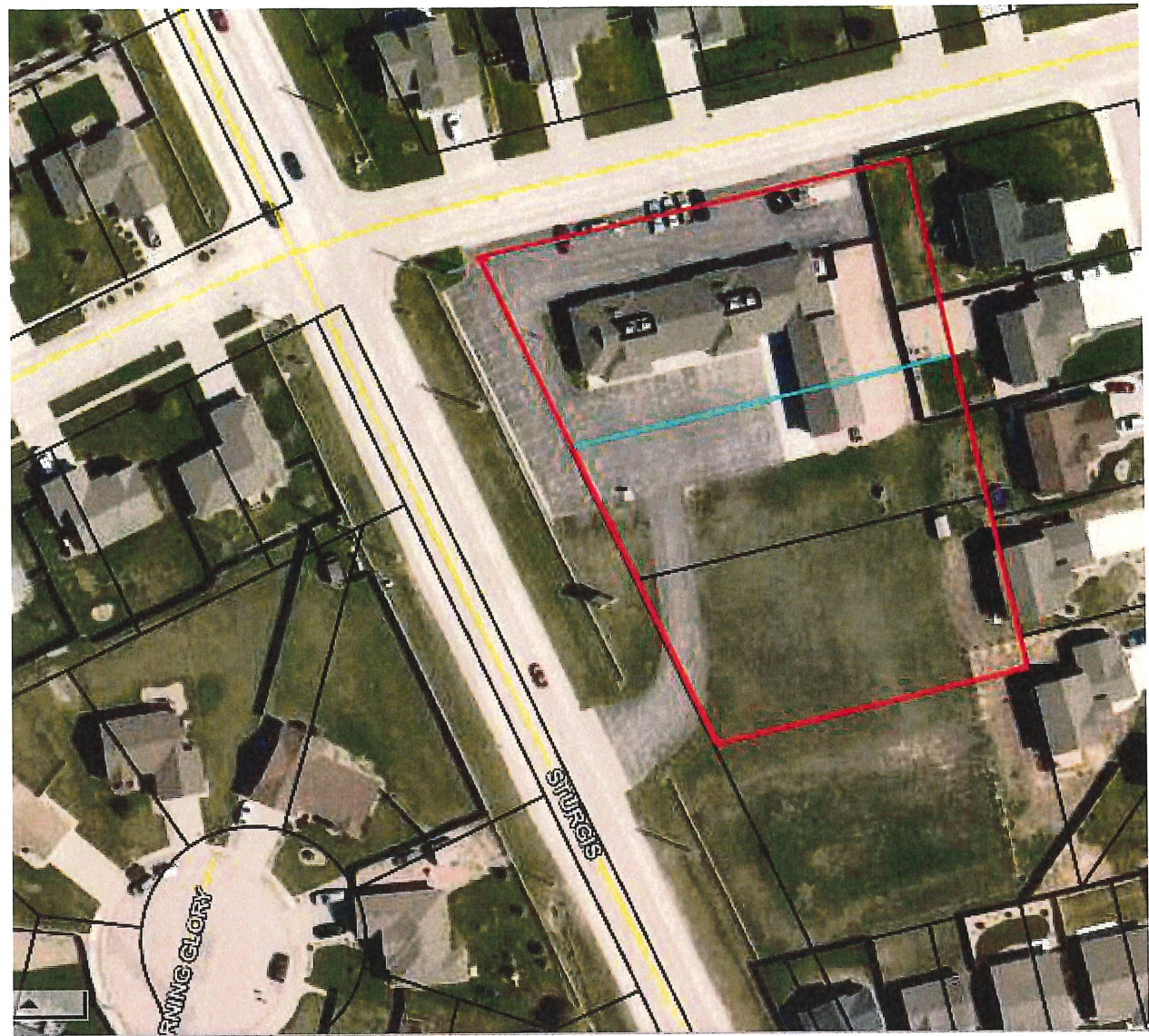
Said property is zoned PD (Planned Development) and said petitioner requests the zoning to be changed to C1 (General Commercial).

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

Dated this 14th day of January 2021.

City of Summerset

Published once on 1/21/2022, at the total approximate cost of \$26.28.



January 10, 2022



Client: City of Summerset
7055 Leisure Lane
Summerset SD 57718

ATTN: Lisa Schieffer
City Administrator

Re: Construction Inspection and Code review of plans
Summerset, SD
Job # 22-001

Dear Mr. Harmon:

Hermanson Egge Engineering, Inc. hereby proposes to furnish consulting services for the following described project:

Project Description

1. Construction Inspections for new Residential and Commercial construction projects.
2. The construction inspection will be limited to the following:
 - a. Water.
 - b. Sewer.
 - c. Footing.
 - d. Foundation Wall.
 - e. Framing.
 - f. Final.
3. If additional inspections are required because of failed inspection, they will be invoiced as extra services.
4. The services will also include building code plan review for commercial buildings only.
5. Excessive questions from contractors or building owners during plan preparation or construction will be extra services after notice and an opportunity to resolve the excessive questioning has been provided to the city. We will alert and advise the owner if this situation were to occur.
6. We shall endeavor to coordinate the inspection times and plan review work effort with the city, owners and contractors such that all there will minimal conflict.

Project Basic Services

Design Services shall be limited to the following:

1. Commercial building plan review.
2. Commercial and residential building inspections for Water, Sewer, Footings, Foundation Walls, Framing, Final building inspection.
3. Excessive questions during planning, building plan preparation and construction will be extra services after notice and an opportunity to resolve the excessive questioning has been provided to the city.

Services not set forth above as Basic Services of this agreement are specifically excluded from the scope of the Consultant's services. The Consultant assumes no responsibility to perform any services not specifically listed in the Basic Services of this agreement.

Compensation

Our compensation for Basic Services:

1. Residential building construction inspection - \$105/inspection.
2. Commercial building construction inspection - \$105/hour.
3. Commercial building plan review – \$145/hour.
4. Emergency/after hour building inspections – \$125/inspection plus mileage
5. Extra Services will be invoiced at our normal hourly rate.

The Client has agreed that the consultant will provide the client the Basic Services listed above for the compensation list above.

Additional or Extra Services Compensation

For additional services beyond those defined as Project Basic Services, and when these Additional Services have been prior approved in writing by the Client, our compensation will be hourly at the our normal rates. Those hourly rates as of this date are listed below:

<u>Description</u>	<u>Rate/Hr</u>
Engineer, PE	\$145
Designer III	\$125
Staff	\$65

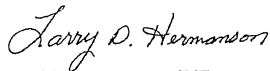
Notice to Proceed

If this proposal is acceptable to you, please authorize us to proceed by signing both original documents and returning one to our office. We will proceed with our work upon receipt of your signed proposal.

Thank you for the opportunity to provide you with this proposal. We look forward to working with you on this project.

Sincerely,

Hermanson Egge Engineering



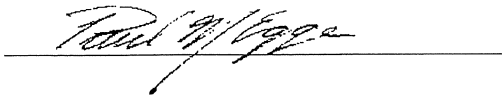
Larry Hermanson, PE
President

Miscellaneous Provisions that follow this proposal are part of this agreement.

ACCEPTED for Hermanson Egge Engineering

Date - January 10, 2022

Partner: Paul M. Egge, PE



ACCEPTED for the Client

Date - _____, 20__

By (signature) _____

Print Name _____

Miscellaneous Provisions

Waiver

In consideration of the substantial risks to Hermanson Egge Engineering in rendering professional services in connection with this project, the client agrees to make no claim and hereby waives, to the fullest extent permitted by law, any claim or cause of action or any nature against Hermanson Egge Engineering, his officers, directors, employees, agents or sub-consultants which may arise out of or in connection with this project or the performance, by any parties above named, of the services of this Agreement.

Indemnification

In addition, and notwithstanding any other provisions of the Agreement, the Client agrees to the fullest extent permitted by law, to indemnify and hold Hermanson Egge Engineering, its officers, directors, employees, agents and sub-consultants harmless from and against all damage, liability or cost, including all attorney fees and defense cost, arising out of or in any way connected with this project or the performance by any of the parties above named of the services under this Agreement. In addition, should a third party bring suit against Hermanson Egge Engineering in connection with this project, the client agrees to pay for any and all injuries, negligent acts, errors or omissions, claims, all attorney fees and cost of defense, losses, expenses, damages or claims expenses arising out of or in any way connected with this project or the performance by any of the parties above named of the services under this Agreement.

Hazardous Materials

Both parties acknowledge that Hermanson Egge Engineering's scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event Hermanson Egge Engineering or any other party encounters asbestos, hazardous or toxic materials, PCBs, combustible gases or material, petroleum or radioactive materials or any substance or any material and in any quantities as would pose a substantial danger to persons or properties at the jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of Hermanson Egge Engineering's services, Hermanson Egge Engineering may, at their option and without liability for consequential or any other damages, suspend performance of services on the project until the Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the jobsite is in full compliance with applicable laws and regulations.

Disputes

All claims, disputes, and other matters in question arising out of or relating to this agreement or the breach thereof shall be decided in accordance with the laws of the State of South Dakota. Any controversy or claim arising out of or related to the contract, or the breach thereof, shall first be submitted to the American Arbitration Association Mediation Department. A mutually agreed upon qualified alternative dispute organization may be used. Mediation shall continue until resolution of the dispute or until the mediator notifies the parties that it is unlikely that the dispute will be resolved through mediation. In the event that any litigation arising from or related to this Agreement or the services provided under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, attorney fees and all other related reasonable expenses in such litigation. In the event of a non-adjudicative settlement of litigation between the parties or a resolution of a dispute by arbitration or mediation, the term "prevailing party" shall be determined by that process. In the event legal action is necessary to enforce the payment terms of this Agreement, the Consultant shall be entitled to collect from the Client any judgment or settlement sums due, plus reasonable attorneys' fees, court costs, mechanic's lien expenses and other expenses incurred by the Consultant in connection therewith and, in addition, the reasonable values of the Consultant's time and expenses spent in connection with such collection action, computed according to the Consultant's prevailing fee schedule and expenses policies.

Termination

Either party, giving written notice to the other party ten days prior to the termination date, may terminate this agreement with cause. Hermanson Egge Engineering shall be paid for work completed through the date of the termination notice for the services performed on an hourly basis at the normal hourly rate plus reimbursable expenses incurred up to the termination date, plus any termination expenses including but not limited to demobilization, reassignment of personnel, associated overhead costs and all expenses directly related to the termination.

Lien Rights

All lien rights as and if necessary shall be invoked for nonpayment of services rendered. Any notification of lien rights if required by law will be sent to the Owner prior to commencing work on this project.

Verification of Existing Conditions

Inasmuch as the remodeling and/or rehabilitation of an existing structure requires that certain assumptions be made regarding existing conditions, and because some of these assumptions may not be verifiable without expending additional sums of money

or destroying otherwise adequate or serviceable portions of the structure, the Client agrees to bear all costs, losses and expenses, including the cost of the Design Professional's additional services, arising or allegedly arising from the discovery of concealed or unknown conditions in the existing structure.

Payments

Invoices will, in most cases, be submitted monthly and are due upon presentation. The invoice shall be considered past due if not paid within 30 calendar days of the due date as posted on the invoice. If payment is not received within 30 calendar days of the due date, invoices shall bear interest at two (2.0) percent per month of the past due amount. Payment thereafter shall first be applied to the accrued interest and then to the unpaid principal. If the Client fails to make payments when due and we incur costs in order to collect the overdue sums from the Client, the Client agrees that all collection costs incurred shall immediately become due and payable. Collection costs shall include, without limitation, legal fees, collection agency fees, mechanic's lien fees/expenses and expenses including court costs. This obligation of the client to pay the collection fees shall survive the terms of this agreement or any early termination by either party.

Satisfaction with Services

Payment of any invoice by the Client shall mean that the Client is satisfied with the services to the date of payment and is not aware of any deficiencies in those services.

Contractor and Subcontractor Claims

The Client agrees, to the fullest extent permitted by law, to limit the liability of the Hermanson Egge Engineering and their employees and sub-consultants to all construction contractors and subcontractors on the Project for claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and costs and expert witness fees and costs, so that the total aggregate liability of the Hermanson Egge Engineering and their sub-consultant to all those named shall not exceed the amount of the design fee rendered on this project. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising unless otherwise prohibited by law.

Jobsite Safety

Hermanson Egge Engineering and its personnel have no authority to exercise control over the construction contractor or its employees in connection with their work or any health or safety programs or procedures. The presents of Hermanson Egge Engineering at the job site shall not relieve the General Contractor of its obligation, duties, and responsibilities including but not limited to construction means, methods, sequence, superintending and coordinating the Work in accordance with the contract documents and any health and safety precautions required by any regulatory agencies. The Client agrees that the General Contractor shall be solely responsible for jobsite safety and warrants that this intent shall be carried out in the Client's contract with the General Contractor.

Ownership of Instruments of Service

All reports, drawings, specifications, computer files, field data, notes and other documents and instruments prepared by Hermanson Egge Engineering as instruments of service shall remain the property of Hermanson Egge Engineering. Hermanson Egge Engineering shall retain all common law, statutory and other reserved rights, including the copyright thereto. The client shall not reuse or make any modifications to the construction documents without written authorization. The client agrees to hold indemnify and hold harmless Hermanson Egge Engineering against any damages, liabilities, costs, and legal fees arising from or allegedly arising from or in anyway connected to the unauthorized or reuse of the construction documents by the Client or any person or entity that acquires or obtains the construction documents from or through the Client without written authorization from Hermanson Egge Engineering.

Assignment

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without prior written consent of the other party. Subcontracting to subconsultants normally contemplated by Hermanson Egge Engineering shall not be considered as assignment for purposes of this Agreement.

Standard of Care

In providing services under this Agreement, Hermanson Egge Engineering will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

Opinions of Probable Construction Costs

In providing opinions of probable construction costs, the client understands that Hermanson Egge Engineering has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that Hermanson Egge Engineering's opinion of probable construction costs are made on the basis of the Hermanson Egge

Engineering's professional judgment and experience. Hermanson Egge Engineering makes no warranty, expressed or implied that the bids or the negotiated cost of Work will not vary from the Consultant's opinion of probable construction costs. An independent cost estimator hired at the client's expense can be more precise than a design professional. If the client declines to hire an independent cost estimator, he or she acknowledges that any estimate of probable cost provided by the design professional is subject to revision and refinement throughout the design and construction process and will not be construed as a guaranteed maximum price.

Third-Party Beneficiaries

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client and Consultant agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

Consequential Damages

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and the Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

Other

Hermanson Egge Engineering's sole contractual relationship shall be with the Client and nothing herein shall be construed to create any obligation or contractual relationship between Hermanson Egge Engineering and any third party. Hermanson Egge Engineering relies solely and exclusively on the Client to provide complete, accurate and timely information of the Owner's design criteria.

Reimbursable Expenses Schedule

Reimbursable expenses include expenses incurred by Hermanson Egge Engineering and management's employees in the interest of the Project. They include but are not limited to:

1. Expense of transportation in connection with the Project.
2. Expense for Out-of-Town Hotel Stay
3. Expense of Food for Out-of-Town Travel
4. Expense of reproductions, postage and handling of Drawings, Specifications and other documents for Owner, contractor, permitting agency, and etc. (excluding reproductions for the office use).
5. Typical project expenses:
 - a. Document/Drawing Printing At cost plus 20%
 - b. Mileage \$ 0.75/mile
 - c. Food Per Diem of \$100/day/person
 - d. Hotel At cost plus 20%
 - e. Survey Equipment Cost \$500 per survey
 - f. Courier services At cost plus 20%
 - g. All other consultants and expenses At cost plus 20%
 - h. Surveying material including nails, paint, stakes, etc. At cost plus 20%

January 7, 2022



USGS
1608 Mountain View Road
Rapid City, South Dakota 57702

Attn: William Eldridge
weldridge@usgs.gov

Subject: Cost Proposal – Installation of Monitoring Well
Replace Existing Well (AET Job No. 17-20531)
Summerset, South Dakota

Dear Bill,

INTRODUCTION

American Engineering Testing Inc. (AET) is pleased to provide this proposal for the drilling and installation of a replacement groundwater monitoring well in Summerset, South Dakota. This proposal is based on the information provided and defines the general scope, completion schedule, and estimated cost for our work.

PROJECT INFORMATION

We understand the project will consist of the replacement of the existing piezometer labelled Boring B-1 (AET Report No. 17-20531 dated July 9, 2019), with a new approximately 50 to 60-foot groundwater monitoring well at the same location, located west of Sun Valley Drive in Summerset, South Dakota. AET anticipates access to the soil boring will be possible for a truck or track-mounted drill rig and support vehicle.

SCOPE OF SERVICES

Field Exploration

Based on the information provided, we propose the following scope of services:

- Arrange clearance of underground public utilities through SD One Call.
- Perform one (1) SPT soil boring at the site to a depth of 50 to 60 feet below grade. The boring will be advanced with hollow stem auger (HSA) using a truck-mounted or track-mounted drill rig.
- The boring will be completed as a 2-inch diameter PVC groundwater monitoring well and consist of approximately 50 feet of slotted pipe and 10 feet of solid pipe. The well will be backfilled with sand, bentonite and auger cuttings in accordance to State guidelines. Any additional cuttings will be thin-spread on site near the



boring location unless directed otherwise. Additional work for soil disposal may be added as an additional fee.

Before we drill, we will contact One Call of South Dakota to locate public underground utilities. One Call of South Dakota does not currently charge for this service, but they will not locate private underground utilities or structures. Examples of private utilities include, but are not limited to, propane lines, sewer laterals, sprinkler systems, site lighting, and electric and data lines between buildings. **The property owner is responsible for locating all private underground utilities and structures.** Please provide us with any maps, plans and records showing the location of all private utilities and structures.

We can provide you with names and contact information for private utility locators. These companies usually charge a fee for their services. Also, please note that private locators cannot guarantee that all private utilities will be located. For the private locator to be accurate and effective, the property owner must provide maps, plans and records showing the location of all private utilities and structures. The property owner must also provide a knowledgeable site representative to meet with the private locator and AET personnel.

AET shall be entitled to rely upon the accuracy of all location information supplied by any source. We will not be responsible for any damages to underground utilities or structures not located or incorrectly identified by the property owner, any maps, plans or records, or public or private utility locator providers.

We will drill the boring using hollow stem or flite augers, and sampling by the split-barrel method (ASTM: D1586). Our crew will keep field logs noting the methods of drilling and sampling, the Standard Penetration Values (N-values, "blows per foot"), preliminary soil classification, and observed groundwater levels. We will collect samples at 5 and/or 10-foot intervals (determined by you in the field), to the planned termination depth. Representative portions of recovered samples will be sealed in jars to prevent moisture loss and be submitted to our laboratory for review and final classification.

We will backfill the boreholes to comply with State requirements. Even after backfilling, some sloughing of the backfill may occur, resulting in a potential tripping hazard. We assume that the property owner will backfill and repair any boreholes that may slough after our exploration is complete. AET cannot accept any liability associated with injury or loss after we leave the site. Accessing the boring locations may leave ruts in the ground. We assume that the property owner will perform any site restoration work. We have not included a fee for site restoration in our cost estimate.

REPORT

We will provide a brief letter report transmitting a drafted Subsurface Boring Log of the well.



SCHEDULE

Weather and site access permitting, AET anticipates our field work can be scheduled within 6 to 7 weeks from receiving an authorization to proceed. We anticipate the drilling can be completed in 1 day. The letter report can be submitted within approximately 1 to 2 weeks following the completion of the field services.

FEES

Based on the scope of work defined in this proposal, the total cost of the site work and letter report for the installation of the well will be a lump sum of \$4,450.00, plus applicable state and local taxes. Please note, our fees will be in effect for ninety (90) days after issuance of this proposal, after which they will be subject to review and adjustment where necessary.

ENVIRONMENTAL CONCERNS

This proposal is presented for replacement of the existing ground water monitoring well. This proposal does not cover an environmental assessment of the site or environmental testing of the soil or groundwater. If you wish to have us provide these additional services, please contact us.

TERMS AND CONDITIONS

All AET Services are provided subject to the Terms and Conditions set forth in the enclosed "Environmental/Geotechnical Service Agreement—Terms and Conditions," which, upon acceptance of this proposal, are binding upon you as the Client requesting Services, and your successors, assignees, joint ventures and third-party beneficiaries. Please be advised that additional insured status is granted upon acceptance of the proposal.

ACCEPTANCE

AET requests written acceptance of this proposal in the Proposal Acceptance box below, but the following actions shall constitute your acceptance of this proposal together with the Terms and Conditions and Amendments: 1) issuing an authorizing purchase order for any of the Services described above, 2) authorizing AET's presence on site, or 3) written or electronic notification for AET to proceed with any of the Services described in this proposal. Please indicate your acceptance of this proposal by signing below and returning a copy to us. When you accept this proposal, you represent that you are authorized to accept on behalf of the Client.



CLOSING

AET appreciates the opportunity to provide this service for you and we look forward to working with you on this project. If you have questions or need additional information, please contact us.

Sincerely,
American Engineering Testing, Inc.

A handwritten signature in blue ink, appearing to read 'James Reed', is written over a horizontal line.

James Reed, PG
Geologist II

Attachments: Service Agreement (4 pgs.)
Proof of Insurance
W9

ACCEPTANCE AND AUTHORIZATION

SIGNATURE: _____

PRINTED NAME: _____

COMPANY: _____

ADDRESS: _____

PHONE NUMBER/E-MAIL ADDRESS: _____

DATE: _____

DECEMBER 2021 CITY ADMINISTRATOR REPORT

ECONOMIC DEVELOPMENT

- Toby Morris meeting regarding TIF developments/Norman Ranch
- Discussion with G. Mandas about possible shop buildings coming to Summerset. Meeting will be set up at later date.

GRANTS

- Researched Homeland Security Grants
- FEMA Grant MHGP-DR 4527 – analyzing projects
Meeting w/B. Freitag, T. Goodwin and others regarding the State Application Grant for sewer expansion.

PLANNING & ZONING

- Attended one (1) Planning & Zoning Meeting.
- Meeting with M. Towey, J. Hanson, C. Robinson, and G. Mandas. M. Torno on Apartments/Townhomes.
- Commercial Permit for Summerset Heights Apartments.
- Meeting with L. Berg, G. Mandas regarding platting and layout plans.
- Rudland Property PD to R1 – draft Ordinance for January.
- Quinn Property PD to C1 – draft Ordinance for January.
- Reviewed existing PD property will move forward with clean-up.
- Completed research on plat that was not filed in January 2021 discussed w/City Attorney on recommendation to complete the same.
- Follow-up on plans turned in for Black Hills Golf Carts – have not completed commercial checklist.
- Resolution drafted on Minor Plat for B. Burgner for recording.
- T. McNeil – discussion on Siouxland Zoning.
- Lighting Plan – discussion with P. Olsen/T. Fenenga/L. Shagla.
- A. Dyce – discussion on property in Summerset USA and temporary sewer.

MISC.

- Department Head Meeting
- Insurance Renewals Completed and sent back to SDPAA.
- Followed up on Code Red w/City Attorney – Received documentation of 30-day notice.
- Attended two (2) Commission Meetings
- Attended Elevate Meeting.
- Zoom meeting Docu-Sign/Discussed Docu-Sign contract w/Mayor.
- GOSMA conference zoom meeting.
- (3) Emergency Lights put into place @ City Hall per Safety Benefits.
- Attended Legislators Breakfast.
- Completed polices which were signed off on and sent to Safety Benefits.
- Attended proposed school meeting on expansion of Meade 46-1.
- Closed on Quinn Property @ Pennington County Title.
- Drafted Notice/Publication on Transfer of Package Liquor License.
- Follow up w/City Attorney on marijuana questions.
Set up Christmas Party with Flyt Steakhouse.