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

 $\textbf{Motion} \ \text{by Kitzmiller, second by Hirsch to approve the claims and hand checks in the amount of \$68,502.43 \ from \ \texttt{Motion} \ \texttt{by Kitzmiller}.$

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

Published: Effective: STATE OF SOLUTION ANOTA)
STATE OF SOUTH DAKOTA))ss
COUNTY OF MEADE)
I, Candace Sealey, duly appointed Finance Officer of and for the City of Summerset, Meade County, South Dakota, do hereby certify that the foregoing is a true and correct resolution adopted by the City Commission of the City of Summerset at the regular meeting held on June 17, 2021.
Candace Sealey, Finance Officer
UPCOMING EVENTS Summerfest June 19 th , 2021 at 4 p.m. Leisure Lane Park
ACES Motion by Kitzmiller, second by McCoy to open discussion about MOU's. Motion carried
Aces presented, R.Cudmore, L. Cudmore, C. Golnick, M. Gyles, M. Osten, R. Paul, J. Kinney, A. Bonkowski, A Feldman, C. Vanuleck, J. Mizenko, T. Owan, M. Martin all spoke on record. *audio/video available on City of Summerset Facebook page.
DISCUSSION AND VOTE ON TABLED MOU Motion by McCoy, second by Kitzmiller to revisit option 3 MOU, and revisit at a later date the possible addition of Telluride St., Snow Mass and Foley Dr. All ayes. Motion carried.
CITIZENS INPUT T. Owan commented to the Board about more detailed minutes. C. Golnick thanked everyone that attended the meeting.
ITEMS FROM CITY ATTORNEY Motion by Kitzmiller, second by Hirsch to enter Executive Session per SDCL 1-25-2 for discussing legal, economic development and personnel issues at 7:21 p.m. Motion by McCoy, second by Hirsch to exit executive session at 7:47 p.m.
ADJOURNMENT Motion for adjournment at 7:47 p.m. by Hirsch, second Kitzmiller. Motion carried.
(SEAL) ATTEST:
Candace Sealey Finance Officer Melanie Torno Mayor

Published June XX, 2021 at a cost of \$_____

BANK: BANKWEST

City of Summerset Page: 1 Void/Stop Reconcile Check Check Status Vendor Vendor Name Check Description Amount Number Date Date Date Number **BANKWEST Checks** 24714 06/22/2021Printed 0089 MEADE COUNTY REGISTER OPowles Plat Filing Fees 90.00 DEED 24715 1098 06/30/2021Printed **A&B BUSINESS SOLUTIONS** Monthly Contract 357.06 24716 06/30/2021Printed 0322 AFLAC REMITTANCE 186.74 Employee Insurance Premium **PROCESSING** 24717 06/30/2021Printed 0962 50.00 ALLEN, DON Phone Stipend 24718 06/30/2021Printed 1111 AMBROSE, JONATHAN Phone Stipend 50.00 24719 06/30/2021Printed 0866 BARGAIN BARN TIRE CENTERPD Brakes & Rotors 2016 661.06 24720 06/30/2021Printed 8080 **BLACK HILLS ENERGY** June Electric Utility 5.632.56 24721 1697 06/30/2021Printed BUNTAIN, JOSHUA Phone Stipend 50.00 24722 06/30/2021Printed 0095 Butler, Dave Phone Stipend 50.00 24723 06/30/2021Printed 1268 CANDACE SEALEY Phone Stipend 50.00 24724 1558 Phone Stipend 50.00 06/30/2021Printed COLTON JUSO 1740 DAKOTA BUS SERVICE INC. 24725 WWDEP Refund 06/30/2021Printed 100.00 24726 06/30/2021Printed 0468 **DELTA DENTAL** Employee Dental Insurance 727.30 24727 06/30/2021Printed 1722 **DUCHENEAUX.HALAYNA** Phone Stipend 50.00 24728 1251 FIRST INTERSTATE BANK 06/30/2021Printed Leisure Lane Payment 4,911.76 FORD MOTOR CREDIT 24729 06/30/2021Printed 1120 2020 Interceptor 1,479.21 COMPANY, LLC 24730 06/30/2021Printed 1671 **GEORGE MANDAS** Professional Fees 2,250.00 24731 06/30/2021Printed 1739 WWDEP Refund GILES, LUCAS 50.00 24732 06/30/2021Printed 0041 HEALTH POOL OF SD July Employee Health Insurance 13.821.16 24733 1287 HILLS SEPTIC SERVICE 06/30/2021Printed Pump Digester #1 1,480.00 24734 06/30/2021Printed 1513 HIRSCH, CLYDE Phone Stipend 50.00 24735 WWDEP Refund 100.00 06/30/2021Printed 1738 JOHNSON, BRENT 24736 06/30/2021Printed 1737 WWDEP Refund 50.00 JOHNSON, SARAH 24737 06/30/2021Printed 0124 City Wide Clean-up 2,365.00 KIEFFER SANITATION 24738 06/30/2021Printed 1103 KITZMILLER, MICHAEL Phone Stipend 50.00 24739 06/30/2021Printed 0324 Kayl, Anthony Phone Stipend 50.00 24740 06/30/2021Printed 1411 MBFS USA LLC Freightliner Payment 3.068.32 24741 MEADE COUNTY AUDITOR 1101 <ay 2021 Dispatch Fees 06/30/2021Printed 3,410.68 24742 06/30/2021Printed 0089 MEADE COUNTY REGISTER O'Allen-Anderson Rd Plat 90.00 DEED 24743 06/30/2021Printed 1735 MEYER, JOHNATHAN WWDEP Refund 50.00 MONTILEAUX, CASEY 24744 06/30/2021Printed 1698 Phone Stipend 50.00 WWDEP REFUND 24745 1736 06/30/2021Printed MORRIS, JENNIFER 50.00 24746 06/30/2021Printed 1730 NASSER, RICH Phone Stipend 50.00 Bounce Houses-Summerfest 24747 06/30/2021Printed 1742 **NS INFLATABLES** 700.00 24748 06/30/2021Printed 1408 PALMER, BRANDY Perdiem-Training 152.00 8000 24749 RAPID CITY JOURNAL 06/30/2021Printed Commission Minutes 6/3/21 124.52 24750 06/30/2021Printed 1274 RAPID ROOTER Manhole For Lagoon 705.00 24751 06/30/2021Printed 1291 RCS CONSTRUCTION INC Install Anchors 806.12 24752 06/30/2021Printed 1732 SCHIEFFER, LISA Phone Stipend 50.00 24753 06/30/2021Printed SDRS-SUPPLEMENTAL 1022 June Contribution Supplemental 460.00 24754 06/30/2021Printed 1328 **SERVALL UNIFORM & LINEN** Monthly Fees 143.87 **SUPPLY** 24755 06/30/2021Printed 1346 Phone Stipend STEPHANIE MCCOY 50.00 24756 06/30/2021Printed 0983 TANNER FENENGA Phone Stipend 50.00 24757 06/30/2021Printed 1729 TORNO, MELANIE Phone Stipend 50.00 24758 06/30/2021Printed 1741 TRAFFIC SERVICES CO City Hall Water Leak 575.50 24759 06/30/2021Printed 1662 VALANDRA, MORGAN Phone Stipend 50.00 24760 06/30/2021Printed 1189 VAST BROADBAND Fax/phone/internet 1.050.66 24761 06/30/2021Printed 0203 Verizon Wireless LE Voice & Mobile Broadband 200.15 24762 06/30/2021Printed 1434 WELLS FARGO FINANCIAL **Bobcat Payment** 1,079.30

> 1734 Total Checks: 50

24763

06/30/2021Printed

SERVICES

WILKES, MICHAEL

Checks Total (excluding void checks):

WWDEP Refund

47,827.97

50.00

Date:

Time:

06/30/2021

12:45 pm

Check Register Report

City of Sun	nmerset				BANK: I	BANKWEST EFT	Date: Time: Page:	06/30/2021 12:45 pm 3
Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
BANKWE	EST EFT (Checks						
35	06/30/20	21Printed			0011	SDRS	Employee Retirement June	7,839.78
36	06/30/20	21Printed			0128	UNITED STATES TREASURY	June Payroll Tax Remittance	12,894.11
				Tot	al Checks: 2	Checks	Total (excluding void checks):	20,733.89
				Total	Payments: 2	Bank	Total (excluding void checks):	20,733.89
				Total	Payments: 52	2 Grand	Total (excluding void checks):	68,561.86

\$546.90

Section: SS Class: RESIDENTIAL

Date: 06/30/2021

Time: 9:58am City of Summerset Trans Date Transaction Type Mult Usage Prev Read TAX Other Entry Date Note Meter No. Curr Read Record No. XTRA TRASH New Bal Acct No: DUNNC Cust Name: CHRISTY DUNN Cycle: 1 Seq #: 0000000000 Section: SS Class: RESIDENTIAL Loc ID: BRIG-006895-0000-02 Svc Addr: 6895 BRIGHTON STREET 0.0000 05/31/2021 A Adjustment Λ 104.76 06/17/2021 NSF Fees 0 35.40 37.60 187733 0.00 211.04 ACCOUNT TOTALS: 2.20 104.76 37.60 0.00 0.00 Cycle: 1 Seq #: 0000000000 Section: SS Class: RESIDENTIAL Cust Name: FAYE COVINGTON Acct No: COVFA Loc ID: ARCA-006910-0000-01 Svc Addr: 6910 ARCADIA STREET 05/31/2021 A Adjustment 0.0000 Λ 1.10 50.60 06/17/2021 NSF Check 0 16.98 18.08 187734 0.00 137.36 05/31/2021 A Adjustment 0.0000 0 0.00 5.00 06/17/2021 Late Fee Due to NSF 0.00 0.00 187735 0.00 142.36 ACCOUNT TOTALS: 16.98 18.08 0.00 0.00 Cust Name: CHRISTY DUNN Acct No: DUNNC Cycle: 1 Seq #: 0000000000 Svc Addr: 6895 BRIGHTON STREET Loc ID: BRIG-006895-0000-02 Section: SS Class: RESIDENTIAL 05/31/2021 A Adjustment 0.0000 0.00 5.00 06/17/2021 Late Fee Due to NSF Ω 0.00 0.00 187736 0.00 216.04 06/29/2021 A Adjustment 0.0000 3.30 151.80 06/29/2021 NSF Check Returned 6/18 21 50.94 0 54.24 206.04 188323 0.00 06/29/2021 A Adjustment 0.0000 0 0.00 10.00 06/29/2021 NSF Check Returned 6/18 21 Pen 0.00 0.00 188324 0.00 216.04 06/29/2021 A Adjustment 0.0000 0 0.00 5.00 06/29/2021 NSF Late Fee 6/20/2021 0.00 0.00 188325 0.00 221.04 ACCOUNT TOTALS: 171.80 3.30 50.94 54.24 0.00 0.00 Cust Name: MICHAEL VADOVSKY Cycle: 1 Seq #: 0000000000 Acct No: NEW02 Svc Addr: 7270 CASTLEWOOD DRIVE

Loc ID: CASD-007270-0000-02

§ 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:



EMI - Courses (fema.gov)

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: <u>Ksnyder@wrbsc.com</u> 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	X
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 Stagestop Road, Located southeast of the intersection of Sturgis Road a		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 B	Y:	Black Hills Council of	
Lysann Zeller, Planner	(605)394-2681	Local Governments	6/17/21
Name and Title (typed)	Phone	Representing	Date .
Lindsay Shagla	(605)791-6113	HDR, Inc.	5/28/19
Name of Consultant (typed)	Phone	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: <u>City of Summerset</u>

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) <u>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.</u>

3. PROJECT COSTS

NON PARTICIPATING ITEMS		PARTICIPATING ITEMS	7-34-1
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 COMMMISSION 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 <ffenenga@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.

Construction Bidder	Total Bid	
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: <u>SIMO</u>	N CONTR		
		(Contractor)	
ADDRESS	: <u>3975 St</u>	urgis Road	
	Rapid C	City SD 57702	
PROJECT	NO:	City of Summerset Project No. 2021-02	,
PROJECT:		2021 Street Maintenance	
CONTRAC	CT FOR:	Mulberry/Freedom Mill and Overlay, Leisure Flus	h Seal
	d. You	hat your bid, dated June 10, 2021 for the abare the apparent Successful Bidder and hav	
The contrac	ct price of	your contract is:	
Two Hundr	red Fifty-r	ine Thousand Nine Hundred and Ten Dollars and F (Written out)	orty Cents
\$ <u>259,910.4</u> (N	10_ lumbers)		
Three copie	es of each	of the proposed Contract Documents accompany th	is Notice of Award.
You must c		th the following conditions precedent within ten (10) days of the Notice of Award, that
		ate)	
1. Yo	ou must d	leliver to the OWNER three (3) fully executed co	unterparts of the Agreement.
		leliver with executed Agreement, the Contract Ses to Bidders and General Conditions.	curity (bonds) as specified in the
3. Pr	ovide Ce	rtificate of Insurance with the Contract.	
4. Li	ist other c	conditions precedent:	
		th these conditions within the time specified will enter the Notice of Award and to declare your Bid Sec	

Within the ten (10) days after you comply with those co signed counterpart of the Agreement with the Contract I	nditions, the OW Documents attack	NER will return to you one fully ned.
		•
		(Owner)
		,
	Ву	(Authorized Signature)
	•	(Literation and the Superior of
		(Title)
You are required to return an acknowledged copy of the	NOTICE OF A	WARD to the OWNER.
You mo todanou so tourn an arms	1101202 01 11	
ACCEPTANCE OF N	OTICE OF AV	/ARD
Receipt of the above NOTICE OF AWARD is hereby a	icknowledged by	
, this		20
, uus		
	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.
- 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 preceding 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.
- 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

- 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

- 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:
Ву	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



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.8HSU.edu/fuel

Blocked rooms available at the Courtyard by Marriot Rapid City



RUSHMORE REGION

SOUTH DAKOTA

GOVERNOR'S OFFICE OF ECONOMIC DEVELOPMENT



"Fuel the Growth" Basic Economic Development Workshop

Rev. 5.18.2021

Course:

- 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

Targeted participants:

- 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

DATE	TIME	TOPIC	PRESENTER	LOCATION
Wednesday,	9:00 - 10:00	Registration & Continental		BHSU Atrium
Sept. 15		Breakfast		
	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	Tom Johnson, CEO	Room 112
		Development Organizations	Elevate Rapid City	
	12:00 - 12:30	Lunch		Atrium
	12:30 - 1:30	Business Retention &	Joe Fiala, Partner Relations Dir.,	Room 112
		Expansion	GOED	
	1:30 - 2:30	Utilities 101: Electric and	BH Energy Staff	Room 112
		Natural Gas		
	2:30 - 2:45	Break		
	2:45 – 3:45	Entrepreneurial & Small	Mike Bockorny, CEO	Room 112
		Business Development	Aberdeen Development Corp.	
	3:45 - 4:45	Data & Analytics in	Business Analytics staff	Room 112
		Economic Development	GOED	
	4:45 - 5:00	Review Key Points, Q&A	Presenters, All	Room 112
	5:00 - 6:00	Tour of Elevate Rapid City	Mitch Nachtigall, Dir. of	Ascent Innovation
		headquarters and business	Innovation & Entrepreneurship,	
		incubator	Elevate Rapid City	
		(Ascent Innovation)		
	6:00 -	Dinner on your own		

Thursday,	7:00 – 8:00	Registration & Continental		Atrium
Sept. 16	0.00	Breakfast		
	8:00 – 8:10	Yesterday's Recap, Q&A,	BHSU, All	Room 112
		Today's Agenda Overview		
	8:10 – 9:15	ED Finance	Daniel Ainslie, City Manager	Room 112
			City of Sturgis	
	9:15 – 10:30	Workforce Development	Kory Menken, Executive Director	Room 112
			Spearfish Econ. Dev. Corp.	
	10:30 – 10:45	Break		Atrium
	10:45 – 11:45	Economic Development	Mark Vaux, Executive Director	Room 112
		Ethics	Watertown Development Co.	
	11:45 – 12:15	Lunch		
	12:15 – 1:30	Community/Neighborhood	Chris Schilken, Deputy	Room 112
		Development	Commissioner & Business	
			Development Director, GOED	
	1:30 - 2:30	Marketing/Attraction	Janet Ady, CEO	Room 112
			Ady Advantage	
	2:30 - 2:45	Break		
	2:45 - 4:15	Site Selector Preparedness;	Janet Ady, CEO	Room 112
		Q&A with Janet	Ady Advantage	
	4:15 - 4:30	Recap/Feedback	All	Room 112
	4:30 -	Grand opening celebration	All	Elevate Rapid City-
				Ascent Innovation
				A company to the second
Friday,	7:00 - 8:00	Continental Breakfast		Atrium
Sept. 17				
	8:00 - 9:00	Real Estate Development &	Bob Mundt, President/CEO,	Room 112
		Reuse	Sioux Falls Development Fndn.	
	9:00 - 10:00	Strategic Planning &	Mutch Usera, Sr. Program Mngr -	Room 112
		Visioning	Community Affairs	
			Black Hills Energy	
	10:00 - 10:15	Break	, , , , , , , , , , , , , , , , , , ,	
	10:15 - 11:15	Panel discussion with	Presenters, as available	Room 112
		presenters, moderated by	,	
		BHSU		
	11:15 – 12:00	Q&A, Closing Remarks,	BHSU, GOED, All	Room 112
		Complete Surveys		
	12:00 pm	Adjourn		
	1	1		

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 G	Government:			
Aldermanic	Aldermanic			
Commission	Commission with City Manager Home Rule			
Please Print Name and Title	as you would like it to appear o	on the nametag:		
Name	Title		Email	
			· ·	
Number Attending				
	payment by July 1, 2021* to	SD Mur 208 Isla	unicipal League and Drive rre, SD 57532	
SDML OFFICE USE ONLY	: Date: Che	ск #:	AMOUNT:	