SUMMERSET CITY COMMISSION REGULAR MEETING SUMMERSET MUNICIPAL BUILDING 7055 LEISURE LANE THURSDAY, FEBRUARY 2nd, 2023 6:00 P.M.

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

Mayor Torno led the Pledge of Allegiance.

Commissioner Butler gave the invocation.

Motion by Butler, second by Hirsch, to approve the agenda for the Regular Meeting of the Summerset City Commission for February 2nd, 2023. Motion carried.

CONSENT CALENDAR

Motion by Hirsch, second by Nasser, to approve the minutes of the Regular Meeting of January 19th, 2023. Motion carried

APPROVAL OF CLAIMS

Motion by Kitzmiller, second by Nasser, to approve the claims and hand checks in the amount of \$157,148.31 from January 18th, 2023 through February 1st, 2023 as presented or amended. Motion carried.

A&B Business Solution	Monthly Contract	\$ 457.02
Ambrose, Jon	Cell Phone Stipend	\$ 50.00
American Engineering Testing	Testing Astoria Ct	\$ 2,750.00
Anglin, Mitch	Cell Phone Stipend	\$ 50.00
Axon Enterprise Inc.	1 of 5 Years Fleet Bundle	\$ 12,453.60
Aflac	Emp. Insurance Premium-February	\$ 94.25
American Legal Publishing Corp	Internet Renewal 02/25/2023-02/25/2024	\$ 475.00
BH Energy	January monthly usage	\$ 6,122.84
Bluepeak	Fax/phone/internet-January	\$ 1,121.24
Baumeister, Stephany	Cell Phone Stipend	\$ 50.00
Butler, David	Cell Phone Stipend	\$ 50.00
Cardmember Services	Dec 2022 Credit Card Charges	\$ 146.46
Cardmember Services	Dec 2022 Credit Card Charges	\$ 9,750.82
City of Sturgis	Boarding for Rogue	\$ 150.00
Delta Dental	January Emp Dental Insurance	\$ 707.20
Davis, Owen	Cell Phone Stipend	\$ 50.00
EMW Solutions LLC	Labor & Seals/Bend Cylinder	\$ 222.82
G&H Dist. of Rapid City	Public Works Supplies	\$ 62.07
Golden West Technologies	MR51 e Billable Labor;Genetec;Doors	\$ 787.50
Hawkins, Inc	Defoamer	\$ 2,467.20
HDR Engineering, Inc	Engineering Fees 27-Nov-2022 to 31-Dec-2022	\$ 10,885.00
HDR Engineering, Inc	Engineering Fees 22-Sep-2022 to 22-Oct-2022	\$ 17,013.75
Health Pool of SD	Employee Medical Insurance	\$ 13,475.92

Hirsch, Clyde	Cell Phone Stipend	\$ 50.00
IBM	MaaS360 Essential Suite 08-Dec-2022 to 07-Dec-2023	\$ 864.00
Kenny's Body Shop Inc	2020 RT Headlamp	\$ 1,859.87
Kitzmiller, Michael	Cell Phone Stipend	\$ 50.00
Kayl, Anthony	Cell Phone Stipend	\$ 50.00
Kayl, Anthony	Conference Reimbursement	\$ 616.50
Meade County Auditor	Dispatch November 2022	\$ 2,069.18
Montana Dakota Utilities	Monthly Utilities	\$ 2,437.88
Mid American Research Chemical	WWTP Supplies	\$ 348.94
Nasser, Alexis	Cell Phone Stipend	\$ 50.00
O'Grady, Brenda	Cell Phone Stipend	\$ 50.00
Route	Havis Charge Guard	\$ 69.00
Sealey, Candace	Cell Phone Stipend	\$ 50.00
Schieffer, Lisa	Cell Phone Stipend	\$ 50.00
SDRS/Retirement Contribution	January 2023 Retirement Contributions	\$ 9,746.14
SDRS-Supplemental	January 2023 Supplemental Retirement	\$ 540.00
Smith, Jeff	Cell Phone Stipend	\$ 50.00
Torno, Melanie	Cell Phone Stipend	\$ 50.00
Time Equipment Rental & Sales	Meyer Part Adapter	\$ 255.00
United States Treasury	Payroll Tax Deposit-January 2023	\$ 16,812.22
USGS	USGS Contract	\$ 6,000.00
USA BlueBook	Sensor Cap	\$ 197.66
Western Mailers	Postcards-garbage Service & Processing	\$ 537.23
Wegner Motors	2023 Dodge Charger	\$ 34,952.00

APPROVAL OF PAYROLL - JANUARY 2023 - SDCL 6-1-10

Motion by Nasser, second by Hirsch to approve the following payroll. Motion carried.

Dept. 4000 - \$19,109.05 Wastewater/Public Works

Dept. 4110 - \$2,333.32 Commission

Dept. 4120 - \$1,916.67 Mayor

Dept. 4140 - \$13,199.25 Finance

Dept. 4210 - \$29,828.05 Police

Dept. 4652 - \$1,050.00 Planning & Zoning

UTILITY BILLING ADJUSTMENTS

Motion by Butler, seconded by Kitzmiller to approve the utility billing adjustments of \$1,126.38 for the period January 1 thru January 31, 2023. Motion carried.

COMMISSION REPORTS

Kitzmiller, Butler, Nasser, Hirsch, and Torno gave monthly reports.

SECOND READING - ORDINANCE 2023-02 COLLECTION AND DISPOSAL OF GARBAGE AND RUBBISH

Motion by Kitzmiller, second by Nasser to approve second reading of Ordinance 2023-02. Motion carried. **Motion** by Kitzmiller, second by Hirsch to adopt Ordinance 2022-02. Motion carried.

PRELIMINARY PLAT - MAURICE COTTON

Motion by Butler, second by Hirsch to approve the preliminary plat of Maurice Cotton. Motion carried.

PAYROLL CHANGES - 1% ANNIVERSARY

Brenda O'Grady – Administrative Assistant from \$16.48 to \$16.64 per/hr. effective 12/26/2022. Jon Ambrose – Wastewater Supervisor from \$68,155.27 to \$68,836.82 annually effective 01/26/2022. **Motion** by Hirsch, second by Nasser, to approve the payroll change. Motion carried.

POLICE DEPARTMENT WAGES/SALARY

Motion by Hirsch, second by Kitzmiller, to open discussion. Motion carried.

Police Chief Don Allen spoke about the staff shortages and the starting wage of certified police officers.

Summerset cannot compete with getting certified officers. Wages have been studied around the area and we are significantly lower. Chief Allen asked for a \$5.00 increase for certified officers.

City Finance Officer Candace Sealey left the meeting.

Motion by Nasser, second by Hirsch to put said item on hold and come back to the same. Motion carried. Said meeting resumed.

Motion by Hirsch, second by Nasser to come back to the matter of the Police Department wages. Motion carried.

The Board of Commissioners further discussed the wages and the difficulty of being able to get applicants to apply for said open positions.

Motion by Hirsch, second by Butler to close discussion. Motion carried.

Motion by Hirsch, second by Butler to give a \$5.00/per hr. raise to the certified officers, effective 1/26/2023. Motion carried.

DISCUSSION ON SUPPLEMENTAL CITY PROPERTIES - CITY ATTORNEY

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

City Attorney Mike Wheeler gave an overview on the next steps for the city in order to sell the surplus property. No action will be taken at this time. Public meetings will be set up to discuss the same with residents. Mitch Burdick discussed with the Board on how they thought they would plat out the properties that sit as one whole parcel.

Motion by Nasser, second by Butler to close discussion. Motion carried.

I.T. LIAISON CONSULTANT DOLAN McCOMB - CONTRACT

Dolan McComb introduced himself to the Board and gave an overview of some of the items that he could see the city needed help with regarding an I.T. audit. McComb will bring his contract at a later date for the Board to review and take action on.

SOUND SYSTEM FOR COMMISSION ROOM

Motion by Kitzmiller, second by Nasser, to open discussion. Motion carried.

Dolan McComb presented the quotes that he received regarding the sound system in the Commission Room to the Board.

Motion by Nasser, second by Butler to close discussion. Motion carried. No action will be taken at this time.

QUOTE - GOLDEN WEST ONE (1) ADDITIONAL CAMERA AND THREE (3) SWIPE PLATES.

Motion by Kitzmiller, second by Nasser to open discussion. Motion carried.

Mayor Melanie Torno spoke to the security issues and the lack of cameras in blind spots in City Hall, along with Additional security on doors.

Motion by Nasser, second by Hirsch to close discussion. Motion carried Motion by Butler, second by Nasser to approve the quote of Golden West for \$7,865.17.

LETTER OF APPROVAL TO ATTEND SMITH SYSTEM TRAINING CLASS (STREET MAINTENANCE ASSOCIATION TRAINING SCHOLARSHIP

Motion by Nasser, second by Kitzmiller to sign the letter of approval. Motion carried.

CITIZENS INPUT

Jon Steiner discussed recommendations on police training and contracting in the future. Sid Reade discussed the possibility of the surplus property being turned over to parks and recreation.

UPCOMING EVENTS:

Planning and Zoning has moved there regular meeting on February 14th to February 15th @ 6:00 p.m. City offices will be closed Monday, February 20th in observance of President's Day.

ITEMS FROM CITY ATTORNEY

Motion by Butler, second by Hirsch, to enter into Executive Session at 7:20 p.m. per SDCL 1-25-2 for discussing legal, economic development, and personnel issues. Motion carried.

Motion by Hirsch, second by Nasser, to come out of executive session at 7:52 p.m. Motion carried.

ADJOURNMENT

Motion by Hirsch, second by Kitzmiller, to adjourn at 7:52 p.m. Motion carried.

(SEAL)			
ATTEST:			
Stephany Baumeister	•	Melanie Torno	
Asst. Finance Officer		Mayor	
Published once	at a cost of \$		

SUMMERSET CITY COMMISSION SPECIAL MEETING SATURDAY, FEBRUARY 4th, 2023 @ 9:00 A.M. SUMMERSET MUNICIPAL BUILDING 7055 LEISURE LANE

Mayor Torno called the Special Meeting to order at 9:05 a.m. Commissioners Butler, Hirsch, Kitzmiller, and Nasser (via telephone) were present. City Attorney, City Administrator and Assistant Finance Officer were present also.

Mayor Torno led the Pledge of Allegiance.

Commissioner Butler gave the invocation.

CALL FOR CHANGES

Motion by Kitzmiller, second by Butler to amend the agenda of February 4th, 2023 with the addition of an executive session and to admit into the record the Correction Action Plan to make it a public document. Motion carried.

ACTION REGARDING CITY FINANCE OFFICER CANDACE SEALEY IN ACCORDANCE WITH SDCL 9-14-12 Motion by Kitzmiller, second by Butler to open discussion. Motion carried.

Mayor Torno stated that she had received a text message of resignation from Finance Officer Candace Sealey. Torno gave an overview of the events that took place and the Correction Action Plan. Moving forward there is an active investigation and forensic audit that will take place. Torno said she has had contact and is asking that items be returned to the city and will be working to arrange the same.

Commissioner Butler stated he was given a copy of the Correction Action Plan from the Finance Officer, but it was whited out in an area and asked to make sure we have the correct plan.

Sid Reade expressed his concerns about the time and work he put into having circulated his petition and being told that it was no longer in the possession of the city and the possibility of having to re-circulate if the petition is not returned by the Finance Officer.

Jim Guthrie spoke to having corrective action in place.

Motion by Kitzmiller, second by Hirsch to close discussion. Motion carried.

Motion by Nasser, second by Butler, to approve the termination of the City Finance Officer Candace Sealey, effective February 3rd, 2023. A Roll call vote was then taken:

Kitzmiller: aye, Butler: aye, Nasser: aye, Torno: aye, Hirsch: aye. Motion carried.

EXECUTIVE SESSION

Motion by Kitzmiller, second by Hirsch, to enter into Executive Session at 9:29 a.m. per SDCL 1-25-2 for discussing legal, economic development, and personnel issues. Motion carried.

Motion by Butler, second by Hirsch, to exit executive session at 10:02 a.m. Motion carried.

ADJOURNMENT

Motion by Hirsch, second by Kitzmiller, to adjourn at 10:02 a.m. Motion carried.

ATTEST:		
Stephany Baumeister Asst. Finance Officer	Melanie Torno Mayor	_
Published once, 2023 at a cost of \$		

City of Summerset

Date:

Time: 12 Page:

02/14/2023 12:37 pm

city of Summe	rset						rage, i
Ref. No	Invoice Number	Invoice Date Payable Date		Check Number	Status	Invoice Description 1 Invoice Description 2	Invoice Amount
Vendor:	RAPID CITY JOURNAL	0008					
10488		01/04/2023 02/10/2023	BANKW	0	0	P&Z Mtg minutes 12/27	146.24
10489	53994	01/28/2023 02/10/2023	BANKW	0	0	Comm. Mtg minutes 01/19	246.20
10490	53659	01/14/2023 02/10/2023	BANKW	0	0	Comm. Mtg Min 01/05	211.35
10491	53732	01/18/2023 02/10/2023	BANKW	0	0	Ordianance 2022-16	56.56
10492	53386	01/03/2023 02/10/2023	BANKW	0	0	Ordinance 2023-02	2.32
10493	53955	01/27/2023 02/10/2023	BANKW	0	0	Resolution 2023-02	81.12
10494	53956	01/27/2023 02/10/2023	BANKW	0	0	Resolution 2023-04	42.28
10495	53468	01/05/2023 02/10/2023	BANKW	0	0	Applications for Variance	70.84
10496	53958	01/27/2023 02/10/2023	BANKW	0	0	Ordinance 2023-01	36.56
10497	53961	01/27/2023 02/10/2023	BANKW	0	0	Resolution 2023-01	75.41
10498	53937	01/27/2023 02/10/2023	BANKW	0	0	Resolution 2023-03	79.98
10499	53733	01/18/2023 02/10/2023	BANKW	0	0	Ordinance 2022-17	80.55
10500	53576	01/25/2023 02/10/2023	BANKW	0	0	Notice of Vacancy Election 23	53.12
		02/10/2023	DAMAK		To	otal for: RAPID CITY JOURNAL	1,182.53
Vendor: 10529	SD ONE CALL SD23-00184	0018 02/01/2023 02/13/2023	BANKW	0	0	9 Notifications January 2023	9.45
		VEI 10,2020	21111111		To	otal for: SD ONE CALL	9.45
Vendor: 10524	BLACK HAWK WATER USER: Feb2023	02/01/2023 02/13/2023	BANKW	0	0	Monthy Usage - 7400 gallons	46.00
					To	otal for: BLACK HAWK WATER USERS DISTR	46.00
Vendor: 10485	CITY OF RAPID CITY 2302085	0036 02/02/2023 02/10/2023	BANKW	0	0	January Sanitation Fees	4,008.69
					To	otal for: CiTY OF RAPID CITY	4,008.69
Vendor: 10509	HEALTH POOL OF SD 20023-5217	0041 02/01/2023 02/11/2023	BANKW	0	0	March Health Insurance	15,968.79
		•=			To	otal for: HEALTH POOL OF SD	15,968.79
Vendor: 10526	City of Sturgis	0120 02/08/2023 02/13/2023	BANKW	0	0	Animal Control/Shelter Fees	100.00
		02, 10,E0E0	antii		To	otal for: City of Sturgis	100.00
Vendor: 10501	SD DEPARTMENT OF REVEN 230320313	IUE 0167 01/30/2023 02/11/2023	BANKW	0	0	2023 Charger	1,408.08
		UZI I IIZUZJ	DUMAN		Te	otal for: SD DEPARTMENT OF REVENUE	1,408.08

02/14/2023

12:37 pm

Date: Time:

Page: 2 City of Summerset Invoice Date Check Date Check Invoice Description 1 Ref. No Invoice Number Payable Date Bank Code Number Status Invoice Description 2 Invoice Amount Vendor: AFLAC REMITTANCE PROCESSIN(0322 10533 02/01/2023 0 0 Employee Accidental Ins. March 94.25 02/14/2023 BEFT **Total for: AFLAC REMITTANCE PROCESSING** 94.25 Vendor: DELTA DENTAL 0468 0 0 856.70 1870316 02/06/2023 February Dental 10505 02/11/2023 BANKW Total for: DELTA DENTAL 856.70 Vendor: Gunderson & Palmer 0544 0 0 5,675.00 122838 01/27/2023 10470 02/10/2023 **BANKW** Total for: Gunderson & Palmer 5,675.00 Vendor: MEADE COUNTY REG OF DEEDS 0664 90.00 0 0 Recording Fee - Maurice Colton 10502 Colton-2023 02/07/2023 02/11/2023 **BANKW** 30.00 26146 0 Release of Lein Filing Fees 10528 02/02/2023 02/03/2023 02/13/2023 BANKW Kay Burchfield Reimer Total for: MEADE COUNTY REG OF DEEDS 120.00 0765 Vendor: DEMERSSEMAN JENSEN 2,105.00 36328 02/10/2023 0 0 General Advisory 10476 02/10/2023 **BANKW Total for: DEMERSSEMAN JENSEN** 2,105.00 0937 Vendor: MDU 0 0 Utilities 2,078.27 January 02/07/2023 10530 02/13/2023 BANKW Total for: MDU 2,078.27 Vendor: TYLER TECHNOLOGIES, INC 1023 315.00 025-410702 02/10/2023 0 0 Migration to ERP Pro 10 10479 02/10/2023 **BANKW** Total for: TYLER TECHNOLOGIES, INC 315.00 1024 Vendor: USA BLUEBOOK 822.45 237395 01/17/2023 0 0 **WWTP Supplies** 10484 02/10/2023 **BANKW** Total for: USA BLUEBOOK 822.45 Vendor: DAKOTA PUMP, INC 1093 16605 02/07/2023 0 0 Replace Auger Level Sensor 2,856.76 10472 02/10/2023 BANKW Total for: DAKOTA PUMP, INC 2,856.76 Vendor: HDR ENGINEERING, INC 1133 0 WWTP #2022-04 cnst phase 4,667.50 1200500687 02/13/2023 0 10531 02/14/2023 BANKW 1200500684 02/13/2023 10532 0 0 WWTP Final Design srvs 1,298.75 **BANKW** 02/14/2023 Total for: HDR ENGINEERING, INC 5,966.25 Vendor: MIDCONTINENT TESTING LABS 1157 121217 02/03/2023 0 0 January WWTP Testing 175.50 10473 02/10/2023 BANKW Total for: MIDCONTINENT TESTING LABS 175.50

Vendor: HARVEY'S LOCK & SECURITY

1323

City of Summerset

Date:

02/14/2023

Time: 12:37 pm Page: 3

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Ref. No	Invoice Number	Invoice Date Payable Date		Check Number	Statu	Invoice Description 1 us Invoice Description 2	Invoice Amount
10504	S113943	02/08/2023 02/11/2023	BANKW	0	0	RE-Key Admin Bldg	394.00
		02/11/2023	DAINAN		•	Total for: HARVEY'S LOCK & SECURITY	394.00
Vendor: 10471	GREENAPSIS 65	1369 02/01/2023 02/10/2023	BANKW	0	0	Jan Janitorial Service	480.00
		02/10/2023	DAININ			Total for: GREENAPSIS	480.00
Vendor:	GOLDEN WEST INDUSTRIAL	SUPP1407					
10480		02/10/2023 02/10/2023	BANKW	0	0	Office 365 Licenses	559.00
10481	407533	02/01/2023 02/10/2023	BANKW	0	0	Mntly Services	2,954.50
10525	407953	02/10/2023 02/13/2023	BANKW	0	0	Remote login help-Torno 01-13	87.50
					•	Total for: GOLDEN WEST INDUSTRIAL SUPPLY	3,601.00
Vendor: 10487	MIDCONTINENT COMMUNICA 16731730113162		BANKW	0	0	WWTP Phone	201.66
					,	Total for: MIDCONTINENT COMMUNICATIONS	201.66
Vendor: 10475	CBH CO-OP 423523	1504 02/10/2023 02/10/2023	BANKW	0	0	PD Fuel January PW Fuel January	3,580.56
						Total for: CBH CO-OP	3,580.56
Vendor: 10483	SIGNS NOW 1-4025	1546 01/26/2023 02/10/2023	BANKW	0	0	2021 Charger Wrap	1,445.71
						Total for: SIGNS NOW	1,445.71
Vendor: 10477	A & B WELDING SUPPLY 00072346	1633 02/10/2023 02/10/2023	BANKW	0	0	Oxy, Acet, C25 Late Fee	27.60
10478	00072765	02/10/2023 02/10/2023	BANKW	0	0	OXY, ACET, C25	25.42
			_,			Total for: A & B WELDING SUPPLY	53.02
Vendor: 10507	CARDMEMBER SERVICES January2023	1665 02/01/2023 02/11/2023	BEFT	0	0	PD Vehicles - CC Charges Jan.	159.98
10508	January 2023			0	0	January CC statement	17,810.04
		02/11/2023	8EFT			Total for: CARDMEMBER SERVICES	17,970.02
Vendor:		1677					
10474	RCI02472	01/23/2023 02/10/2023	BANKW	0	0	Filter	174.62
						Total for: NTEC	174.62
Vendor: 10482	PCS MOBILE 20329	1721 01/30/2023 02/10/2023	BANKW	0	0	charger pedestal system kit Screen Support	514.37
						Total for: PCS MOBILE	514.37
Vendor: 10506	SCHIEFFER, LISA Schieffer-02072023	1732 02/09/2023 02/11/2023	BANKW	0	0	Managers Mtg Reimsurement	258.00
		VECT HEVE	D			Total for: SCHIEFFER, LISA	258.00

02/14/2023

12:37 pm

Date: Time:

City of Summerset Page: Ref. No Invoice Number Invoice Date Check Date Check Invoice Description 1 Payable Date Bank Code Number Status Invoice Description 2 Invoice Amount Vendor: DOMAIN NETWORKS 1829 288.00 10503 242-1848 02/01/2023 0 0 Annual Website Domain Listing 02/11/2023 BANKW **Total for: DOMAIN NETWORKS** 288.00 Vendor: STURGIS RESPONDER SUPPLY 1872 0 0 18,065.00 10486 1679 02/09/2023 02/10/2023 BANKW Total for: STURGIS RESPONDER SUPPLY 18,065.00 Vendor: MACHESKY, RALPH 1877 02/02/2023 0 100.00 0 Deposit Refund Rental 10519 02/13/2023 BANKW Total for: MACHESKY, RALPH 100.00 1878 Vendor: RETZLAFF, DUSTY 0 115.00 02/02/2023 0 dpst refund/CR balance refund 10512 02/13/2023 **BANKW** Total for: RETZLAFF, DUSTY 115.00 1879 Vendor: WESTBERG, TRISHA 50.00 10516 02/02/2023 0 0 dpst refund 02/13/2023 BANKW Total for: WESTBERG, TRISHA 50.00 Vendor: BRIESE, SUSAN 1880 0 0 dpst refund 50.00 10517 02/02/2023 02/13/2023 BANKW Total for: BRIESE, SUSAN 50.00 Vendor: DELEPENA, LISA 1881 50.00 02/02/2023 0 0 Deposit Refund 10520 02/13/2023 BANKW Total for: DELEPENA, LISA 50.00 Vendor: GAETA, LUKE 1882 Dsst Refund/CR balance refund 0 0 118.68 02/02/2023 10521 02/13/2023 BANKW Total for: GAETA, LUKE 118.68 Vendor: JOB, LES 1883 50.00 10522 02/02/2023 0 0 Deposit Refund 02/13/2023 BANKW Total for: JOB, LES 50.00 1884 Vendor: KELLEY, DEBORA 02/02/2023 0 0 Deposit Refund Rental 100.00 10527 02/13/2023 BANKW Total for: KELLEY, DEBORA 100.00 1885 Vendor: OLESEN, ORVILLE 02/02/2023 0 0 Deposit Refund 50.00 10518 02/13/2023 **BANKW** Total for: OLESEN, ORVILLE 50.00 Vendor: PITSOR, COURTNEY 1886 0 0 50.00 deposit refund 10514 02/02/2023 02/13/2023 **BANKW** Total for: PITSOR, COURTNEY 50.00

Vendor: RITTENOUR, COURTNEY

1887

Date:

02/14/2023

50.00

93,834.53

12:37 pm Time: Page: City of Summerset Invoice Date Check Date Check Invoice Description 1 Ref. No Invoice Number Payable Date Bank Code Number Status Invoice Description 2 Invoice Amount 02/02/2023 0 0 dpst refund 50.00 10515 02/13/2023 **BANKW** Total for: RITTENOUR, COURTNEY 50.00 Vendor: STAMMERS, ROBERT 1888 0 100.00 10513 02/02/2023 0 dpst refund rental 02/13/2023 BANKW Total for: STAMMERS, ROBERT 100.00 1890 Vendor: 3RD EYE 0 1,920.00 0 Yearly PW Camera Contract 10511 12011888 RI 01/24/2023 02/11/2023 BANKW Total for: 3RD EYE 1,920.00 Vendor: CARROT-TOP INDUSTRIES, INC 1891 CS83536 02/03/2023 0 0 5x-9.5' Flag 166.17 10510 02/11/2023 BANKW Total for: CARROT-TOP INDUSTRIES, INC 166.17 Vendor: MARQUARDT, ALYSSA 1892 10523 02/02/2023 0 0 Deposit Refund 50.00 02/13/2023 BANKW

64

Total Invoices:

Total for: MARQUARDT, ALYSSA

Grand Total:

CITY OF SUMMERSET

Invoice Number	Invoice Date		Description	Invoice Amount
Jan 2023	01/31/2023	Transfer Cops'n Kids	\$3,286.02	
Donoutus	nt-Account	Diehann	D. J. J. A.	Distance
Departme	nt-Account	Disbursement Amount	Department-Account	Disbursement Amount
01-4210-4290		\$3286,.02		
		and belief is in all	nat this claim has been exa things true and correct.	amined by me and
	mager Signature: دستون دستون سمger Signature:	2019	Department Manager Signaturé Mayor: Porno	: Alexis Nasser
hereby certify	that the within ac	count is just and true a	and that no part of same has be	en paid and the same
nereby approv	red. Amount Allo	wea \$	Date Approved:	

Transferred from acct to operating account

CITY OF SUMMERSET

Invoice	Invoice		Description				
Number	Date			Invoice Amount			
2021-08	01-30-2023	7058 Infinity Dr,		1,150.00			
		-					
Donartme	ent-Account	Disbursement	Department-Account	Disbursement			
Deparame	nt-Account	Amount	Department Account	Amount			
101-0	000-3206	\$1,000.00		111110			
404.00	220 2005	\$150.00					
101-00	000-3635	\$150.00					
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Department ivia	anager Signature	-Clyde Hirsch	Department Manager Signature	Alexis Nasser			
1.76	~.						
Department IVI	anager Signature	-David Butler	Mavor Melanie Torno				
hereby certify	that the within a	ccount is just and true	and that no part of same has bee	en paid and the sam			
. Hereby ceruity	ved. Amount Allo		Date Approved:				

Check Register Report

02/14/2023 Date: 9:56 am Time.

City of Sun	nmerset				BANK:	BANKWEST	Paç	ge:	9.50 am
Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description		Amount
BANKWI	EST Chec	ks							
26144	02/01/23	Printed			1889	HAMM, AUSTIN	Erosion Control		1,150.00
					Total Checks:	1	Checks Total (excluding void checks):		1,150.00
				To	tai Payments:	1	Bank Total (excluding void checks):		1,150.00
				То	ital Payments:	1	Grand Total (excluding void checks):		1,150.00

January

Sanitation

Hauled 142340 lbs of Solid waste, 4840 lbs of recycling, 7120 lbs of cardboard, 2180 Lbs of Christmas Trees to the Landfill. Placed roll off boxes for Christmas trees. Repaired/cleaned/ and delivered cans as needed. Serviced and cleaned solid waste equipment. Took Mack to Transource for Steering repair, Discovered trunyon issues on rear axle and scheduled repair. Relocated Sun Valley Yard Waste containers. Scheduled DOT inspections and services for Sanitation trucks.

Public works

Plowed Snow. Sanded intersections. Repaired plow equipment. Attended council meeting. Met with Commissioner and Mayor. Attended Safety training. Prepped Snow removal equipment. Preformed maintenance on public works equipment. Hauled away snow piles. Finished salt shed. Replaced a street sign and a Stop sign.

Code enforcement

Transferred a few issues to law enforcement for assistance. Issued 20 Snow removal notices.

Parks

Plowed parking lot and sidewalks



SUMMERSET POLICE DEPARTMENT

7055 Leisure Ln Summerset, SD 57718 Don Allen, Chief of Police

Summerset Police Department Monthly Report- January 2023

Grants: Currently operating under the COPS and Highway Safety Grant- in compliance, nothing to note.

Calls for Service: 339

Traffic stops: 157

*Examples of some of the calls for service:

DUI-3

Drugs-9

Disturbances-6

Assaults-2

Sex Offenses-1

Weapon Violations-3

MV Crashes-8

Warrant arrests -1

Thefts-4

Stolen Vehicles-1

Burglary-1

Threats-3

Parking complaints-13

Court Order Violations-2

Medical responses- 7

Welfare checks-3

Assist-other-agency-46

Animal complaints- 10

Traffic complaints- 7

Assist persons-4

Saturation patrols: 2

Community Service: Office Uebel participated in an event at Our Lady of the Black Hills

Department Training: Sgt. Nasser completed Leadership Skills using the "Abilene Paradox"

January 2023 Wastewater Department report

Daily Operations

1-3 Filed DMR report with DANR	
1-5 Replaced blower #1.1-5 Took samples to lab	
1-13 RCS, Muth and Honeywell were on-site for a walk through of new construction site	
1-17 DPI replaced auger level sensor.	
1-18 Replaced SBR #2 level sensor	i
1-19 Replaced Digester #2 level sensor	
1-19 Attended Commissioner meeting	
1-20 Future planning meeting with Mayor Torno and Commissioner Butler 1-23 Talked to DANR about NPDES permit renewal.	
1-24 Worked on NPDES permit renewal application.	
1-25 Danny Eyers from SDARWS stopped by.	
1-26 Finished NPDES permit renewal application. Sent to City Commissioners for approval	İ
1-27 Meeting with Mayor, Lisa, Tony and Brandon Powels.	
1-30 Read business water meters for billing purposes.	
Treated 4,990,000 gal of wastewater	
Reponed to 5 requests for service location	
	l
	J
Special Projects	
	_
Misc	
1-5 Meeting with HDR (Chris and Lindsay), Mayor and City Manager about proposed backup contingency	
plan from Bandon Powles and Tony Thompson	

JANUARY 2023 CITY ADMINISTRATOR REPORT

ECONOMIC DEVELOPMENT

• Meeting with H. Sage, A. Anglin and representatives from Piedmont regarding GOED Infrastructure plan.

GRANTS

- Zoom meeting Capital Improvement Plan Grant.
- Visited with J. Sietsema regarding CIP.
- Followed up on Developer's Grant.
- Researched Community Development Grants.
- Completed Street Maintenance Training Grant and sent in.
- Researched Wellmark Foundation Grant
- Researched Black Hills Corp. Grant Funding.

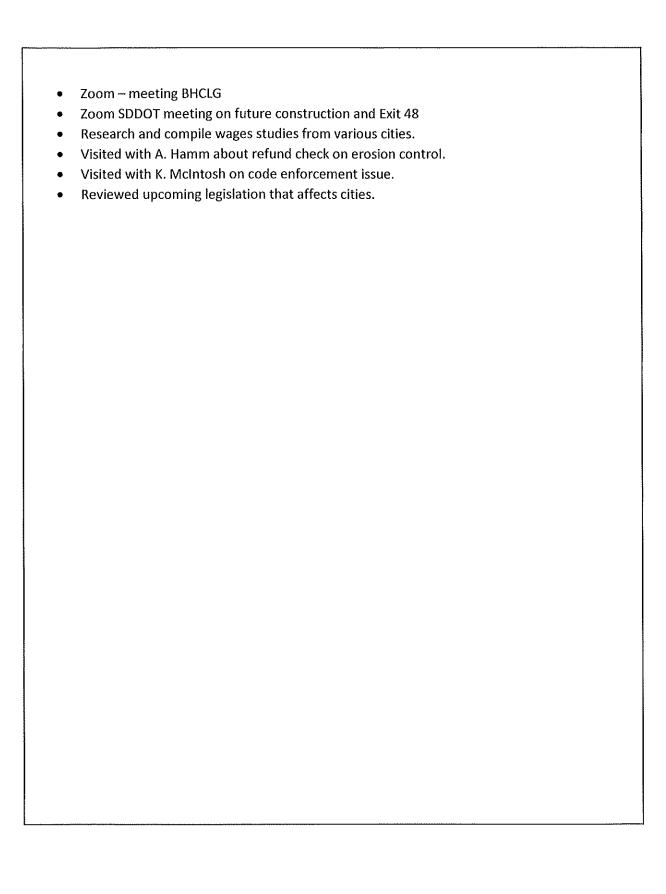
PLANNING & ZONING

- Visited with J. Milliron regarding sign permit.
- Contacted Meade County GIS for addressing on new apartment building.
- Visited with J. Johnson on building permit.
- Visited with P. Olsen regarding sale of property Trupe set up meeting.
- Visited with J. Sietsema regarding resources for zoning ordinance re-writes.
- Completed Building permit for Summerset Heights #2.
- Training time with S. Baumeister on building permits.
- Visited with M. Torno and M. Wheeler regarding Norman Ranch.
- Zoom meeting with Norman Ranch, L. Shagla, C. Robinson, J. Ambrose, M. Torno, and representatives from Norman Ranch.
- · Visited with G. Tanner on subdividing.
- Drafted new preliminary plat application to include Geo Tech Reporting in the same.
- Visited with M. Cotton regarding Geo Tech Report.
- Attended one (1) Planning & Zoning meeting.
- Visited with D. Hirsch regarding Planning & Zoning meeting.
- Visited with S. Reade regarding fence permit.
- Visited with M. Martin regarding Planning & Zoning meeting.
- Visited with J. Messner from Renner & Associates on Preliminary Plat.
- Visited with M Cotton regarding revised preliminary plat.
- Visited with J. Gingras about building permit for storage units.
- Visited with R. Embree about variance hearing.
- Visited with M. Haedon on Heritage Park annexation into Summerset due to subdividing.
- Visited with CAT Construction on septic permit.
- Visited with B. Oldfield regarding Board of Adjustments.
- Visited with P. Olsen on variance hearing for Board of Adjustments.
- Met with D. Melhaff regarding BH Commercial Road District.
- Visited with M. Jordan from Brosz Engineering regarding final plat of M. Cotton.
- Received preliminary plat from New Leaf.
- · Visited with A. Schrier subdividing on Shadowland.

*See next page

MISC. CONT

- Visited with S. Rost on timeline for development.
- Received Bridge Inspection Report from HDR.
- Cleaned up forms on the website and updated the same.
- Zoom meeting Toby Morris, C. Sealey, M. Torno and myself.
- Filled out paperwork for claim on deer hit police vehicle. Sent it into Claims Associates.
- · A. Kayl and myself investigated a complaint from S. Triggs.
- Visited with M Kitzmiller on intention letter for Black Hawk Incorporation.
- Zoom meeting Black Hills Housing Trust Fund.
- Visited with J. Lewis about possible incorporation of Black Hawk.
- Set up closing date for SRF Loan with A. Thurs.
- Sent legislative updates to the Commission.
- Visited with M. Gunderson from Golden West on quote for camera and switch plates.
- Visited with T. Bass on from Piedmont Ambulance regarding our TIF re-write.
- Contacted R. Crane about valuation in Black Hawk area.
- Contacted H. Hall-Jensen regarding levy in Summerset.
- Visited with D. Brenneman on appraisal of surplus lots.
- Renewed Membership in GOSCMA.
- Visited with Q. Regan from Meade County Sheriff's Office.
- Reviewed Cyber Training activities along with quiz.
- Visited with D. McComb regarding all quotes on sound system for agenda.
- Visited with T. Morris regarding contract and items for agenda.
- Visited with M. Kitzmiller regarding our surplus property.
- Visited with A. Kayl regarding access to cameras on garbage trucks and pictures.
- Visited with P. Anderson regarding police presence in Piedmont.
- Visited with R. Nasser and D. Allen regarding wage increase for police officers.
- Updated Facebook on recycle area and where people could be directed to.
- Meeting with D. Allen, R. Nasser, C. Hirsch, M. Torno and myself on police wages.
- Worked with Q. Reimers from Colliers on Resolution for TIF.
- Visited with K. Grimes about driving go-karts on right of way.
- Three hour training with Incode 10 Tyler Tech.
- Visited with M. Torno and M. Wheeler regarding items on agenda for Board of Adjustments.
- Downloaded help sections and instructions on Incode 10 Products for training.
- Visited with J. Ambrose regarding wastewater permitting.
- Visited with M. Torno regarding FEMA, B. Powles and Developer's Grant.
- Zoom Incode Project update.
- Zoom Text My Gov continued training.
- Updated the Municipal League website on salary survey for 2023
- Meeting with L. Reindl and G. Thompson on road issues.



Lisa Schieffer

From:

Robinson, Chris < Christopher.Robinson@hdrinc.com>

Sent:

Wednesday, February 8, 2023 11:02 AM

To:

Colby Coughenour

Cc:

Evan Walterman; Lisa Schieffer

Subject:

RE: Submittal #7R1 - Summerset WWTP Expansion

Attachments:

Change Proposal Request No 2.pdf

Colby,

Change proposal request #2 is attached to change the reed bed piping from 6" sch 40 to 8" D3034.

Lisa – We had called for 6" pipe based on the original plans but the size has been changed to 8" in the filter project and we want to use 8" again for this project. Let me know if you have any questions.

Thank you,

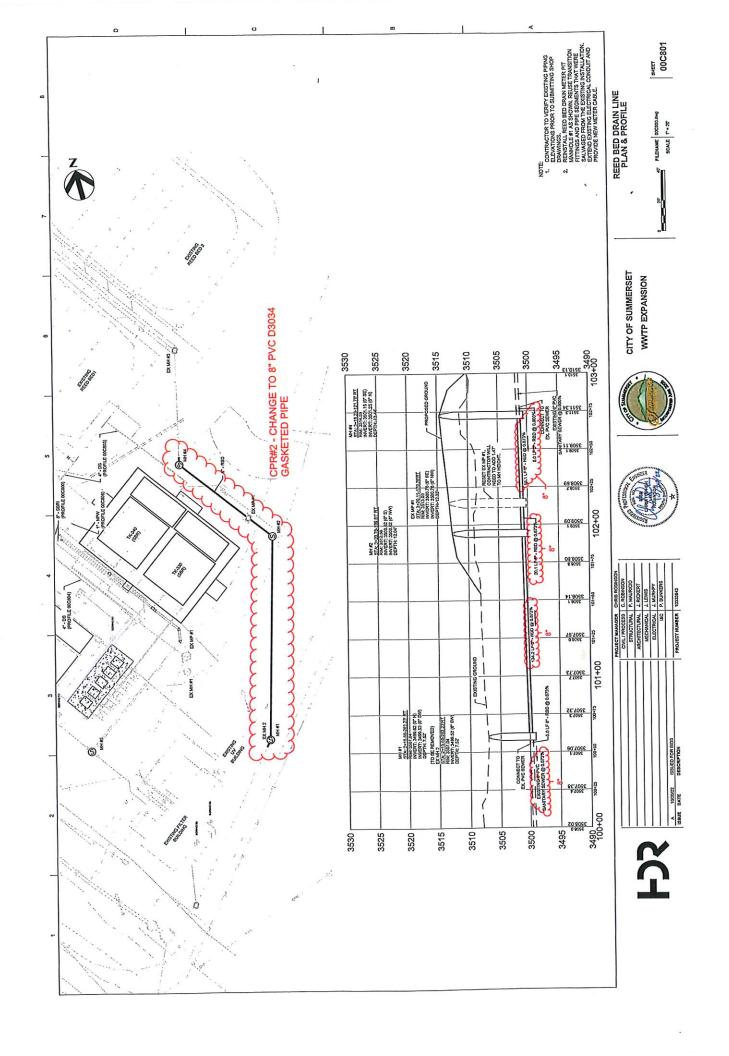
Chris Robinson, PE D 605.791.6106 M 605.390.9158

hdrinc.com/follow-us



Change Proposal Request No. 2 (Not a Change Order)

Project Name:	Wastewater Treatment Plant Capacity Expansion	Owner's Project No. (if applicable): NA
Project Owner:	City of Summerset	Regulatory Agency Project No. (if applicable):NA
HDR Project No.	10333843	Initiated by:
Contractor:	R.C.S. Construction, Inc.	Date: February 8, 2023
Attention:	the cost of this change.	is project is proposed. Please provide your proposed price for d upon request by the Owner or Engineer. rized by the Owner.
Description of th	e Proposed Change:	
		solvent weld to 8" PVC D3034 gasketed pipe. See attached redlines.
		<u> </u>
4, 2		
	· · · · · · · · · · · · · · · · · · ·	
1,563		
		9.1
	P	E Total
	By	UDD D
	accordance with the terms, stipulations, and riginal Contract Documents. If the work herein	HDR Recommendation: Recommend Acceptance
provided for is App	proved by Change Order, the time of completion	☐ Do Not Recommend Acceptance
will be:	☐ Decreased ☒ Unchanged	
☐ Increased	☐ Decreased ☑ Olichanged	By: HDR Engineering, Inc.
by 0 calendar day	ys.	, , , , , , , , , , , , , , , , , , , ,
		Date
This change will:	☐ Add ☐ Deduct ☐ No Chang	
•		Owner's Action: Accepted Not Accepted
\$		
General Contracto	r	By: Owner
Date		Date



MELANIE TORNO, MAYOR

COMMISSION: DAVID BUTLER MICHAEL KITZMILLER ALEXIS NASSER CLYDE HIRSCH





CITY HALL 7055 LEISURE LANE SUMMERSET, SD 57718

TEL: 605.718.9858 FAX: 605.718.9883

WWW.SUMMERSET.US

February 16, 2023

Tina McFarling. PE Natural Resources Engineer Department of Environment and Natural Resources PMB 2020 Joe Foss Building 523 East Capitol Avenue Pierre, SD 57501-3182

RE: City of Summerset Renewal Application SD 0027758

Dear: Mrs. McFarling

Enclosed with this cover letter is the completed renewal application for the City's Surface Water Discharge permit. If there are any questions concerning this application, please feel free to contact Jon Ambrose at (605)415-9405.

Sincerely,

Melanie Torno Mayor City of Summerset

South Dakota Breatless Great Places

DEPARTMENT OF AGRICULTURE AND NATURAL RESOURCES

South Dakota Surface Water Discharge Program Application for Permit to Discharge Wastewater

GENERAL INFORMATION

This form is provided by the Secretary of the South Dakota Department of Agriculture and Natural Resources in accordance with §74:52:02:08 of the Administrative Rules of South Dakota. No South Dakota Surface Water Discharge Permit will be issued except under completion, and submittal of this form to:

South Dakota Department of Agriculture and Natural Resources Surface Water Quality Program Joe Foss Building 523 East Capitol Avenue Pierre, SD 57501

	110110, 012 37301					
	the appropriate response: Permit Renewal New		cation			
	te type of facility (check m POTW [Water Treatment Plant [Other (please specify)	Inc	propria lustry deral	te response):		
1. Nar	SE PRINT OR TYPE me of Facility: Gummerset Waste Water Treatme	nt Facili	ty			_
2. Ma Name	iling Address of Owner: City of Summerset					
Street	7055 Liesure Ln					
City	Summerset					
State	SD		County	Meade	Zip Co	de 57718
	iling address of facility (if City of Summerset 14240 Glenwood Dr	differ	ent from	owner):		
City	Summerset					
State	SD		County	Meade	_ Zip Co	de 57769
Name	e other local contacts: Jonathan Ambrose Melanie Torno			set Waste Water Superi	ntendent	Phone 605-415-9405 Phone 605-718-9858
	ephone Number:					
Owner			Facility:	605-787-6851		
1	lity:			Permit Number: Date Permitted: Existing Facility: PCS:		

5. Is this facility located on Yes No	Indian lands?
Include from one to four	cription of the nature of the business conducted at this facility. Standard Industrial Classification (SIC) codes which best reflect the rvices provided by the facility.
SIC code 4952-Treatme	ent of domestic waste water
Please list all the activities v	which require the applicant to obtain a discharge permit.
Discharge of treated wa	ste water
7. Operational History:	
Date Constructed:	2003
Operational Start-up:	05-2004
	escription of each change or improvement made to this facility, either
	ated over the next five years, which will affect the quality of the
	E. For each change or improvement, provide projected dates, as accurately
as possible, for completion of	
A. Begin Construction	
B. End Construction	1:1-2024 2:2025
C. Begin Discharge	A 44 3
D. Operational Level	Attained
	BR basins to increase treatment capactity from 0.17 mgd to 0.34 ecifications submited to DANR SRF funding program for

- additional details.
 2: Adding two reed beds for increased sluge waste treatment capacity. Reed beds will be same as current Reed beds installed in 2013.

3.	A. No treatment
	Stabilization pond: ✓ A. Effluent discharge to "Waters of the State" B. Effluent used for irrigation C. Total retention - No Discharge D. Stabilization pond/artificial wetland system E. Infiltration/percolation basins F. Aerated Lagoon G. Other, please explain:
	Mechanical Treatment Facilities: ☐ A. Conventional Secondary Treatment ☐ B. Advanced Treatment - Tertiary ☐ C. Other, please explain:
9.	NOTE: Please attach a description of the treatment units employed by the facility, including a line drawing of the current wastewater treatment facility. Waters of the State can not be used for treatment Number of separate discharge points which have an existing or potential release of treated or untreated wastewater (outfalls): 1
	escribe the discharge and the type of wastewater from each outfall. Include all overflows, bypasses, seasonal discharges from lift stations, lagoons, holding ponds, etc.: Outfall 001 Outfall 002 Outfall 003
At	tach additional sheets if necessary.
	NOTE: Please place points of discharge on a topographic map, or other map if a topographic map is unavailable. This map should extend to one (1) square mile beyond the property boundaries of the facility and each of its intake and discharge facilities; each of its hazardous waste treatment, storage, or disposal facilities; each well where fluids from the facility are injected underground; and those wells, springs, other surface water bodies, drinking water wells, and surface water intake structures listed in public records, or otherwise known to the applicant in the map area.
10	Are you able to bypass your treatment facility? Yes If yes, which outfall(s) listed above correspond to this bypass discharge? No
11	A. Continuous B. Intermittent C. Seasonal D. No Discharge

If other than continuous, please explain:

B. Intermittent, Facility is a Sequential Batch Reactor. Discharge is approximately 40 minutes every two hours and 40 minutes interval cycles

12. Name of Receiving Waters:	Unnamed Tributary to Stagebarn Canyon Creek
If wastewater is discharged to pl	laces other than surface water, please explain:
13. Type of Sludge disposal (check A. Land Application (please B. Surface Disposal C. Landfill D. Other (please explain): E. Sludge is not generated of	explain):
production information: (Atta A. Tons of dry sludge produ B. Average percent solids sl C. Tons of dry sludge dispo D. Average percent solids sl E. Attach any sludge monito monitoring data, results of	
regard to the issuance of a dis necessary.) Sludge is placed into a Reed are dredged and dried then s	you feel should be brought to the attention of the SDDANR in charge permit for the facility. (Attach additional sheets if Bed for a period of approximately ten years. Reed Beds sent to local landfill for disposal. Reed Bed #1 was dredged tached labratory results. Previous land application permit
Existing Industrial process values of New Industrial process was Non-contact cooling water, Storm water associated with Large or medium municipal Discharge to sanitary sewer Backwash from water treatm Concentrated animal feeding Concentrated aquatic animal Privately owned treatment was	Works (Complete Appendix A) wastewater (Complete Appendix B) tewater (Complete Appendix C) or other non-process wastewater (Complete Appendix D) industrial activity (Complete Appendix E) separate storm sewer system and/or Publicly Owned Treatment Works (Complete Appendix C) ment plants (Complete Appendix C) g operation (Complete Appendix C) I production facility (Complete Appendix C) works (Complete Appendix C) te located on Indian reservations) (Complete Appendix C)

7. Does this application substantially duplicate an application by the same applicant which was denied by the SDDANR or the USEPA within the past five years and which has not been reversed by a court of competent jurisdiction? Yes No
8. Existing Environmental Permits
Please check all other Environmental Permits which are held by the facility. Include permit
numbers in the space provided:
A. NPDES or SWD (Discharges to Surface Water) SD00237758
B. UIC (Underground Injection of Fluids)
C. RCRA (Hazardous Wastes)
D. PSD (Air Emissions from Proposed Sources)
E. Other (please specify)
F. Other (please specify)

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I also certify that I will provide for the operation of this facility in accordance with the Rules and Regulations Governing Operation of Water Pollution Control Facilities and will provide certified operators as required by SDCL 34A-3, Water Supply and Treatment System Operators. I am aware that there are significant penalties for submitting false information, including revocation of the permit and the possibility of fine and imprisonment for knowing violations.

NOTE: Application must be signed by the authorized chief elective or executive officer of the applicant, or by the applicant, if an individual.

I declare and affirm under the penalties of perjury that this claim (petition, application, information) has been examined by me, and to the best of my knowledge and belief, is in all things true and correct.

Name	Melanie Torno	_{Title} Mayor	
Date			
Signat	ure		

STATE OF SOUTH DAKOTA

BEFORE THE SECRETARY OF

THE DEPARTMENT OF AGRICULTURE AND NATURAL RESOURCES

IN THE MATTER OF THE APPLICATION OF)
Summerset Waste Water Treatment Fa	acility) CERTIFICATION OF
_{STATE OF} South Dakota) APPLICANT
_{COUNTY OF} Meade)
_{I,} Melanie Torno	e applicant in the above matter after being duly
sworn upon oath hereby certify the following info	rmation in regard to this application:

I have read and understand South Dakota Codified Law Section 1-41-20 which provides:

"The secretary may reject an application for any permit filed pursuant to Titles 34A or 45, including any application by any concentrated swine feeding operation for authorization to operate under a general permit, upon making a specific finding that:

- (1) The applicant is unsuited or unqualified to perform the obligations of a permit holder based upon a finding that the applicant, any officer, director, partner, or resident general manager of the facility for which application has been made:
 - (a) Has intentionally misrepresented a material fact in applying for a permit;
 - (b) Has been convicted of a felony or other crime involving moral turpitude;
 - (c) Has habitually and intentionally violated environmental laws of any state or the United States which have caused significant and material environmental damage;
 - (d) Has had any permit revoked under the environmental laws of any state or the United States; or
 - (e) Has otherwise demonstrated through clear and convincing evidence of previous actions that the applicant lacks the necessary good character and competency to reliably carry out the obligations imposed by law upon the permit holder; or
- (2) The application substantially duplicates an application by the same applicant denied within the past five years which denial has not been reversed by a court of competent jurisdiction. Nothing in this subdivision may be construed to prohibit an applicant from submitting a new application for a permit previously denied, if the new application represents a good faith attempt by the applicant to correct the deficiencies that served as the basis for the denial in the original application.

All applications filed pursuant to Titles 34A and 45 shall include a certification, sworn to under oath and signed by the applicant, that he is not disqualified by reason of this section from obtaining a permit. In the absence of evidence to the contrary, that certification shall constitute a prima facie showing of the suitability and qualification of the applicant. If at any point in the application review, recommendation or hearing process, the secretary finds the applicant has intentionally made any material misrepresentation of fact in regard to this certification,

consideration of the application may be suspended and the application may be rejected as provided for under this section.

Applications rejected pursuant to this section constitute final agency action upon that application and may be appealed to circuit court as provided for under chapter 1-26."

I certify pursuant to 1-41-20, that as an applicant, officer, director, partner, or resident general manager of the activity or facility for which the application has been made that I; a) have not intentionally misrepresented a material fact in applying for a permit; b) have not been convicted of a felony or other crime of moral turpitude; c) have not habitually and intentionally violated environmental laws of any state or the United States which have caused significant and material environmental damage; (d) have not had any permit revoked under the environmental laws of any state or the United States; or e) have not otherwise demonstrated through clear and convincing evidence of previous actions that I lack the necessary good character and competency to reliably carry out the obligations imposed by law upon me. I also certify that this application does not substantially duplicate an application by the same applicant denied within the past five years which denial has not been reversed by a court of competent jurisdiction. Further;

"I declare and affirm under the penalties of perjury that this claim (petition, application, information) has been examined by me, and to the best of my knowledge and belief, is in all things true and correct."

Dated this	day of		, 20	
Applicant (pri	nt)			
Applicant (sig	r			
Subscribed and	d sworn before me this	day of		, 20
Notary Public	(signature)			
My commission	on expires:			

(SEAL)

PLEASE ATTACH ANY ADDITIONAL INFORMATION NECESSARY TO DISCLOSE ALL FACTS AND DOCUMENTS PERTAINING TO SDCL 1-41-20 (1) (a) THROUGH (e).

ALL VIOLATIONS MUST BE DISCLOSED, BUT WILL NOT AUTOMATICALLY RESULT IN THE REJECTION OF AN APPLICATION

South Dakota Seatlass Graphass

DEPARTMENT OF AGRICULTURE AND NATURAL RESOURCES

South Dakota Surface Water Discharge Program Application for Permit to Discharge Wastewater

APPENDIX A – PUBLICALLY OWNED TREATMENT WORKS

1.	List the name and actual (or, if unavailable, estimated) population for each municipality, quasi-municipality, or unincorporated area served by this treatment facility: Also, list the population equivalent, if known:
2.	Provide the following plant Design and Treatment Data: A. Average design flow (MGD): B. Peak design flow (MGD): C. Average design organic treatment capacity: D. Peak design organic treatment capacity:
3.	Indicate the type of sewer collection system. ☐ A. Combined sanitary/storm sewer ☐ B. Both separate and combined sewer ☐ C. Separate sanitary/storm sewer ☐ D. Other (please specify):
4.	If you checked "A" in question 3, during storm events is the increased flow: A. Bypassed to receiving stream with no treatment B. Given partial treatment and discharged C. Given complete treatment and discharged D. Stored for later treatment
5.	Does this treatment facility receive industrial wastes? Yes No
	If yes, list each significant Industrial User of the sewer system which meets any of the following criteria: Subject to National Categorical Pretreatment Standards; Discharges 25,000 gallons per day or more of process wastewater; Contributes process wastewater which makes up five percent or more of the average dry weather hydraulic or organic capacity of the treatment plant; or has a reasonable potential to adversely affect the POTW treatment plant. Attach additional sheets if necessary.
	What percentage of the total flow to the wastewater facility can be attributed to non-domestic industrial sources?% of total flow
6.	Are industrial discharges to the system controlled by ordinance? Yes No

7.	Does the City currently have an approved Pretreatment Program approved under 40 CFR
	403?
	Yes (See Note below)
	✓ No
	Pretreatment Program is being developed
	NOTE: If the City has an approved Pretreatment Program, has the City evaluated the need to update their local limits? Yes. When (attach any documentation)
	Will it be necessary to revise the City's local limits?
	Yes No
8.	Does the plant receive trucked-in waste? Yes No
	If yes, describe wastes received, allowable discharge point(s), and if waste is subject to any other local, state, or federal regulations:
9.	Does your discharge contain or is it possible for your discharge to contain one or more of the following substances: animonia cyanide, aluminum, beryllium, cadmium, chromium, copper, lead, mercury, nickel, selenium, zinc, phenols? Yes, circle the substances which apply.
10	List all instances, over the last three years, of pollutant "pass-through" of the treatment system into the environment without adequate treatment or of "interference" with the operation of the treatment facilities. Give a brief description of why each "pass-through" or "interference" incident occurred.

11. Indicate any discharge sample analyses which are routinely performed by a contract laboratory or consulting firm. For each pollutant for which such analysis is performed, list the name, address, and telephone number of each such laboratory or firm.
Total Ammonia, Phosphorus, E. Coli. Mid Continent Labs 2381 South Plaza Dr Rapid City, SD 57709 605-348-0111
12. Indicate any operational or maintenance aspects of your facility for which a contractor is responsible. Supply the name, address, and telephone number of the contractor and describe the contractor's responsibilities.
13. Has this facility been classified as a "Major"? ☐ Yes, attach a copy of a Whole Effluent Toxicity (WET) Test. ☑ No

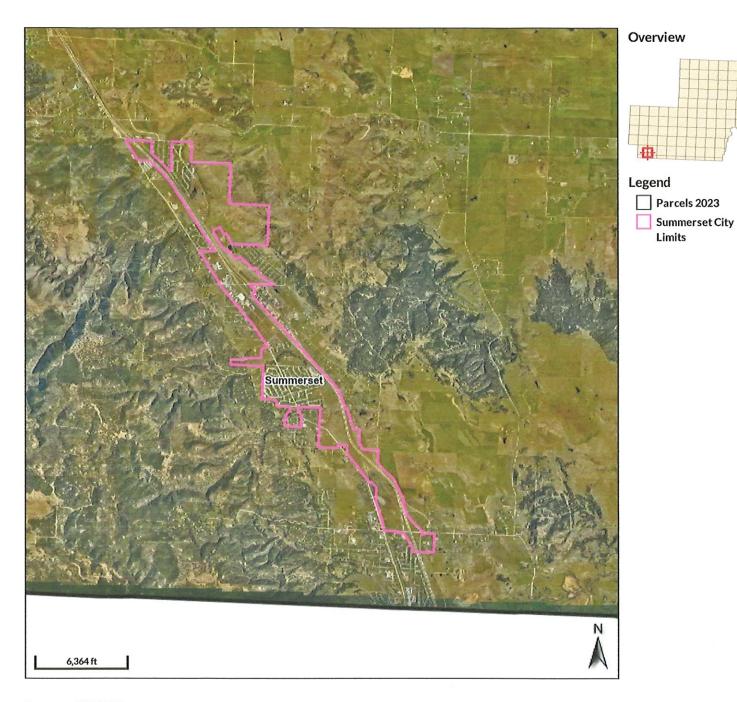
Beacon[™] Meade County, SD



Date created: 1/24/2023 Last Data Uploaded: 1/23/2023 9:56:32 PM



Beacon[™] Meade County, SD



Date created: 1/24/2023 Last Data Uploaded: 1/23/2023 9:56:32 PM

Developed by Schneider GEOSPATIAL

Service Area Map



MIDCONTINENT

2381 South Plaza Drive P.O. Box 3388 Rapid City, SD 57709 (605) 348-0111 -- www.thechemistrylab.com

Sample Site: Reedbed Sludge Sampled:

10/21/21 at 09:45 AM

by Jon Ambrose

Sample Matrix: Sludge

> 20211025701 Lab ID#:

10/21/21 at 12:03 PM Received:

by Steve Ristau

Account: 9412 - City of Summerset

JON AMBROSE SUMMERSET WWTP 7055 LEISURE LANE SUMMERSET, SD 57718

Parameter	Result	Units	DF	MDL	PQL	Method	Anal	yst/Date
Physical Properties			_			EDA 01419 40 00050	T4 51 1	40/00/04
Paint Filter	Pass	none	1			EPA SW846 9095B	TMN	10/29/21
Total Solids	14.6	%	1			EPA 160.3	TMN	10/25/21
Metals - TCLP								
Arsenic (As)	0.023	mg/L	10	0.00061	0.005	EPA SW846 6020	TNA	11/03/21
Barium (Ba)	0.770	mg/L	10	0.00014	0.005	EPA SW846 6020	TNA	11/03/21
Cadmium (Cd)	< 0.001	mg/L	10	0.00024	0.001	EPA SW846 6020	TNA	11/03/21
Chromium (Cr)	0.002	mg/L	10	0.00012	0.001	EPA SW846 6020 DRC	TNA	11/03/21
Lead (Pb)	0.003	mg/L	10	0.00019	0.001	EPA SW846 6020	TNA	11/03/21
Mercury (Hg)	< 0.0002	mg/L	1	0.00005	0.0002	EPA SW846 7471B	GRT	11/03/21
Selenium (Se)	< 0.005	mg/L	10	0.00077	0.005	EPA SW846 6020	TNA	11/03/21
Silver (Ag)	< 0.001	mg/L	10	80000.0	0.001	EPA SW846 6020	TNA	11/03/21

Report Approved By:

Report Approved On: 11/9/2021 5:17:17 PM



SUMMERSET POLICE DEPARTMENT

7055 Leisure Ln Summerset, SD 57718 Don Allen, Chief of Police

These numbers are from calls to these departments. These are arranged in order due to population. This is determined by the Attorney General's Office in their annual wage study report.

Chief of Police average salaries by population (2000 pop)

1. North Sioux City \$94,536 or \$45.45 per hour

2. Winner

\$

3. Lennox

\$78.698

4. Chamberlin

\$72,651

5. Flandreau

\$71,968

6. SDSM&T

\$

7. Lead

\$66,700

8. Summerset

\$66,265

Further consideration, I feel a \$5 an hour raise for the Chief would be in line with what we are trying to accomplish here.

\$5 an hour would raise the Chief's salary to \$76,669, and that would put Summerset in the middle of this pack.

I investigated the same format that I used to determine Chief's salaries, however, agencies in communities the size of Summerset don't all have Sergeants in their departments.

I then contacted Sturgis to see what they would pay someone with Sergeant Nasser's years of experience. I was advised that he would be receiving \$32.44 an hour with 14 years' experience. He is now at \$27.43 an hour. Our School resource Officer, our highest paid officer, is at \$29.80 with his recent raise.

I think a \$5 an hour raise for Sergeant Nasser is also warranted. This would bring him to \$32.43 an hour.

Don Allen

CONTRACT FOR SERVICES

This Contract for Services is made effective as of January 31, 2023, by and between City of Summerset of 7055 Leisure Lane, Summerset, South Dakota 57718 (the "Recipient") and Dolan McComb of McComb Services of PO Box 9457, Rapid City, South Dakota 57709 (the "Provider").

- DESCRIPTION OF SERVICES. Beginning on February 10, 2023, McComb Services will begin
 acquiring information and researching to provide to City of Summerset the following services
 (collectively, the "Services"):
 - Documentation and overall insight to the City of Summerset's IT Infrastructure. Included but not limited to Hardware, Software, User Access and Controls, Mapping and Shares, Managed Services for IT Support, Internet services, Cellular/Mobile, Domain and Web Hosting Services.
 - At the conclusion we will provide the documentation along with recommendations for potential cost saving opportunities based on the findings outlined above. These findings may lead to additional Contracts or projects that provide guidance or assistance with Information Technology or cost saving opportunities.
- 2. PAYMENT. Payment shall be made to the Provider in the total amount of \$5,000.00 upon execution of this Contract.
 - In addition to any other right or remedy provided by law, if City of Summerset fails to pay for the Services when due, McComb Services has the option to treat such failure to pay as a material breach of this Contract, and may cancel this Contract and/or seek legal remedies.
- **3. TERM.** This Contract will terminate automatically upon completion by the Provider of the Services required by this Contract.
- 4. CONFIDENTIALITY. Provider, and its employees, agents, or representatives will not at any time or any manner, either directly or indirectly, use for the personal benefit of Provider, or divulge, disclose,, or communicate in any manner, any information that is proprietary to Recipient. Provider and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of the Contract. Any oral or written waiver by Recipient of these confidentiality obligations which allows Provider to disclose Recipient's confidential information to a third party will be limited to a single occurrence tied to the specific information disclosed to the specific third party, and the confidentiality clause will continue to be in effect for all other occurrences.
- **5. DEFAULT.** The occurrence of any of the following shall constitute a material default under this Contract:
 - a. The failure to make a required payment when due.
 - **b.** The insolvency or bankruptcy of either party.

- c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- **d.** The failure to make available or deliver the Services in the time and manner provided for I this contract.
- 6. ATTORNEYS' FEES AND COLLECTION COSTS. If there is dispute relating to any provisions in this Contract, the prevailing party is entitled to, and the non-prevailing party shall pay, the costs and expenses incurred by the prevailing party in the dispute, including but not limited to all out-of-pocket cost of collection, court costs, and reasonable attorney fees and expenses.
- 7. REMEDIES. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 30 days from the effective date of such default(s) within such time period shall result in the automatic termination of this Contract.
- 8. FORCE MAJEURE. If performance of the Contract or any obligation under this Contract is prevented, restricted or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. Ann act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party or its employees, officers, agents, or affiliates.
- **9. DISPUTE RESOLUTION.** The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation within 30 days, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.
 - Any controversies or disputes arising out of or relating to this Agreement will be resolved by binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

- 10. ENTIRE AGREEMENT. This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter in this Contract. This Contract supersedes any prior written or oral agreements between parties.
- 11. SEVERABILITY. If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of the Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.
- **12. AMENDMENNT.** This Contract may be modified or amended in writing by mutual agreement between the parties, if the writing is signed by the party obligated under the amendment.
- **13. GOVERNING LAW.** This Contract shall be construed in accordance with the laws of the State of South Dakota.
- **14. NOTICE.** Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.
- 15. WAIVER OF CONTRACTUAL RIGHTS. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of the Contract.
- **16. ATTOREY'S FEES TO PREVAILING PARTY.** In any action arising hereunder or any separate action pertaining to the validity of the Agreement, the prevailing party shall be awarded reasonable attorney's fees and costs, both in the trial court and on appeal.
- 17. CONSTRUCTION AND INTERPRETATION. The rule requiring construction or interpretation against the drafter is waived. The document shall be deemed as if it were drafted by both parties in a mutual effort.
- **18. ASSIGNMENT.** Neither party may assign or transfer this Contract without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

Service Recipient:		
City of Summerset		
Printed Name:		
Ву:	Date:	
Provider Recipient:		
McComb Services		
Printed Name: <u>Dolan McComb</u>		
Ву:	Date:	

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed by their duly

authorized representatives as of the date first above written.



DEPARTMENT OF AGRICULTURE AND NATURAL RESOURCES NOTICE OF INTENT (NOI)

to Obtain Coverage Under the SWD General Permit for Stormwater Discharges Associated with Construction Activities

Submit form to: SD Department of Agriculture and Natural Resources

Surface Water Quality Program 523 East Capitol Avenue Pierre, South Dakota 57501 stormwater@state.sd.us
Telephone: 1-800-SDSTORM

ALL QUESTIONS MUST BE ANSWERED COMPLETELY FOR THIS FORM TO BE VALID

I.	Site Owner Contact Information:
	Company Name: City of Summerset
	Primary Contact Person: Jon Ambrose
	Mailing Address: 7055 Leisure Lane
	City: Summerset State: SD Zip Code: 57718
	Phone Number: (605) 718-9858 Email Address: jambrose@CityofSummerset.onmicrosoft.com
	Type of Ownership: Private Federal State Other (Municipal, County, etc.)
	(any type not listed previously)
II.	Contractor Information:
	Will any contractors be responsible for erosion and sediment control practices: X Yes No
	(A contractor authorization form must be submitted for each contractor that will have day to day responsibility for erosion
	and sediment control practices. If these contractors have not been identified at the time this NOI is submitted, the contractor
	authorization form may be submitted after they have been identified, but before they begin construction work.)
III.	Engineering Firm Contact Information (if applicable): Contact Person: Chris Robinson - HDR
	Contact's Email Address: Christopher.Robinson@hdrinc.com
IV.	Construction Project Information:
17.	Project Name: Summerset Waste Water Treatment Plant Expansion
	Project Name: Carmine Sect Visite Vis
	Physical Project Address or Description of Construction Site Location:
	City: Summerset SD Zip Code: 57769
	On-Site Contact Person: Evan Walterman
	Contact's Email Address: Evan@rcsconst.com
	Contact's Mailing Address: PO Box 9337
	Contact's Walning Address. City: Rapid City State: SD Zip Code: 57709
	Phone Number: (605) 342-3787 County of Construction Site: Meade
	Latitude: 44°12'38.0"N Longitude: 103°21'33.5"W Source (GPS, Google, etc.): Google Maps
	Quarter(s): Section(s): Township(s): Range(s):

FOR D	ANR	USE	ONL	Υ

Permit Number:	Date Approved:	Approved by:	
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	Construction Project Information (Continued):
	Is this project on Tribal Lands? Yes Vo
	Total area disturbed by the project (in acres): 1.5 Acres
	Will this project encroach, damage, or destroy one of the historic sites identified at the following wesites:
	https://www.nps.gov/subjects/nationalhistoriclandmarks/list-of-nhls-by-state.htm Yes No
	http://history.sd.gov/Preservation/nationalregisterofhistoricplaces.aspx Yes No
V.	Stormwater Pollution Prevention Plan (SWPPP):
	Has the SWPPP been developed as required? Yes No
	(The plan must be developed <u>before</u> the NOI is submitted. DENR will not issue coverage before this has been developed.)
VI.	Receiving Waters:
	Please list all possible waters that may receive a discharge from this site. If discharging to a Municipal Storm Sewer System, indicate which municipality and the ultimate receiving water.
	Elk Creek
VII.	Nature of Discharge:
	Please include a brief description of the construction project: Temporary Groundwater Pumping from Construction Activities
	Will construction dewatering be required? Yes No If yes, please complete section IX also.
VIII.	Construction Dates:
	Project Start Date (MM/DD/YYYY): 02/13/2023
	Estimated Completion Date (MM/DD/YYYY): 12/15/2023
IX.	Dewatering Activities (Complete this section if you answered yes in VII):
	Date dewatering will commence (MM/DD/YYYY): 02/27/2023
	Date dewatering will end (MM/DD/YYYY): 10/30/2023
	Total volume of dewatering (gallons): 100,000 Gallons Average flow rate (gallons per minute): approx. 50 Gallons per minute
	Source of water to be discharged: Groundwater
	Receiving water: Elk Creek
	Brief description of water treatment processes to be employed, if any:
	Water will be dumped into settling basin, followed by a series of straw wattles in grassy area depending on turbidity we may utilize flocculation socks at the discharge pump to the settling basin
	Will the dewatering discharge contain anything other than uncontaminated groundwater and stormwater:
	NOTE: If there will be dewatering activities, please place points of withdrawal and discharge on a topographic map, or other
	map if a topographic map is unavailable. This map should extend to one (1) square mile beyond the property boundaries of the
	facility and each of its discharge facilities, and those wells, springs, and other surface water bodies, drinking water wells, and
	surface water intake structures listed in public records, or otherwise known to the applicant in the map area.
X.	Other Information
	List other information you feel should be brought to the attention of the SDDENR regarding coverage under this general
	permit. Attach additional sheets if necessary.

STATE OF SOUTH DAKOTA

BEFORE THE SECRETARY OF

THE DEPARTMENT OF AGRICULTURE AND NATURAL RESOURCES

IN THE MATTER OF THE) APPLICATION OF)			
Summerset Waste Water Treatment Plan Expansion	CERTIFICATION OF		
STATE OF South Dakota	APPLICANT		
COUNTY OF Meade			
I,, the applicant sworn upon oath hereby certify the following information in	in the above matter after being duly regard to this application:		
I have read and understand South Dakota Codified Law Secti	on 1-40-27 which provides:		
"The secretary may reject an application for any permit filed including any application by any concentrated swine feeding operate under a general permit, upon making a specific findi	operation for authorization to ng that:		

- (1) The applicant is unsuited or unqualified to perform the obligations of a permit holder based upon a finding that the applicant, any officer, director, partner, or resident general manager of the facility for which application has been made:
 - (a) Has intentionally misrepresented a material fact in applying for a permit;
 - (b) Has been convicted of a felony or other crime involving moral turpitude;
 - (c) Has habitually and intentionally violated environmental laws of any state or the United States which have caused significant and material environmental damage;
 - (d) Has had any permit revoked under the environmental laws of any state or the United States; or
 - (e) Has otherwise demonstrated through clear and convincing evidence of previous actions that the applicant lacks the necessary good character and competency to reliably carry out the obligations imposed by law upon the permit holder; or
- (2) The application substantially duplicates an application by the same applicant denied within the past five years which denial has not been reversed by a court of competent jurisdiction. Nothing in this subdivision may be construed to prohibit an applicant from submitting a new application for a permit previously denied, if the new application represents a good faith attempt by the applicant to correct the deficiencies that served as the basis for the denial in the original application.

All applications filed pursuant to Titles 34A and 45 shall include a certification, sworn to under oath and signed by the applicant, that he is not disqualified by reason of this section from obtaining a permit. In the absence of evidence to the contrary, that certification shall constitute a prima facie showing of the suitability and qualification of the applicant. If at any point in the application review, recommendation or hearing process, the secretary finds the applicant has intentionally made any material misrepresentation of fact in regard to this certification,

consideration of the application may be suspended and the application may be rejected as provided for under this section.

Applications rejected pursuant to this section constitute final agency action upon that application and may be appealed to circuit court as provided for under chapter 1-26."

I certify pursuant to 1-40-27, that as an applicant, officer, director, partner, or resident general manager of the activity or facility for which the application has been made that I; a) have not intentionally misrepresented a material fact in applying for a permit; b) have not been convicted of a felony or other crime of moral turpitude; c) have not habitually and intentionally violated environmental laws of any state or the United States which have caused significant and material environmental damage; (d) have not had any permit revoked under the environmental laws of any state or the United States; or e) have not otherwise demonstrated through clear and convincing evidence of previous actions that I lack the necessary good character and competency to reliably carry out the obligations imposed by law upon me. I also certify that this application does not substantially duplicate an application by the same applicant denied within the past five years which denial has not been reversed by a court of competent jurisdiction. Further;

"I declare and affirm under the penalties of perjury that this claim (petition, application, information) has been examined by me, and to the best of my knowledge and belief, is in all things true and correct."

Dated this day of		, 20	_·
Applicant (print)			-
Applicant (signature)			
Subscribed and sworn before me this	day of		, 20
Notary Public (signature)			-
My commission expires:			_

PLEASE ATTACH ANY ADDITIONAL INFORMATION NECESSARY TO DISCLOSE ALL FACTS AND DOCUMENTS PERTAINING TO SDCL 1-40-27 (1) (a) THROUGH (e).
ALL VIOLATIONS MUST BE DISCLOSED, BUT WILL NOT AUTOMATICALLY RESULT IN THE REJECTION OF AN APPLICATION

(SEAL)

Date:

2/7/2023

Item Number	Description	Quantity	Units	Unit Cost	Cost
1	Mobilization	1	LS	\$10,000.00	\$10,000.00
2	Construction Staking	1	LS	\$10,000.00	\$10,000.00
3	Traffic Control	1	L.S	\$4,000.00	\$4,000.00
4	Erosion Control	1	LS	\$2,000.00	\$2,000.00
5	Unclassified Excavation	642	CY	\$31.00	\$19,902.00
6	Concrete Curb & Gutter	2210	LF	\$40.00	\$88,400.00
7	Concrete Sidewalk	11050	SF	\$15.00	\$165,750.00
8	Aggregate Base Course	1114	TON	\$25.00	\$27,850.00
9	Asphalt Concrete	878	TON	\$110.00	\$96,580.00
	\$424,482.00				
	\$101,875.68				
	\$157,907.30				
Total Design & Construction Cost					\$684,264.98

Prepared by: City of Summerset 7055 Leisure Lane Summerset SD 57718 605-718-9858

CITY OF SUMMERSET RESOLUTION 2023-05

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 Lot 17D Revised and 17E Revised of Rendezvous Ranch Subdivision and Lot 17-R2 of Truman Quaal Subdivision. Formerly all of Lot 17D, Lot 17E and Lot 17-2R of Rendezvous Ranch Subdivision and all of Lot 17-R of Truman Quaal Subdivision. Located in the W1/2 of Section 30, Township 3 North, Range 7 East of the Black Hills Meridian, Meade County, SD.

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.

TO IT TILITED ON A DATE OF THE OUTE PIECES	real approved man respector
Dated this 16th day of February 2023.	
ATTEST: (SEAL)	
Stephany Baumeister Asst. Finance Officer	Melanie Torno Mayor
Published: Effective:	
STATE OF SOUTH DAKOTA)	
)ss COUNTY OF MEADE)	
I, Stephany Baumeister, Assistant Finance Officer of and for the South Dakota, do hereby certify that the foregoing is a true and Commission of the City of Summerset at the regular meeting here.	l correct resolution adopted by the City
Published onceat total approximate cost \$	Stephany Baumeister Asst. Finance Officer