

**SUMMERSET CITY COMMISSION
REGULAR MEETING - RESCHEDULED
SUMMERSET MUNICIPAL BUILDING
7055 LEISURE LANE
MONDAY, December 19th, 2022 6:00 P.M.**

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

Mayor Torno led in the Pledge of Allegiance.

Commissioner Butler gave the invocation.

Motion by Butler, second by Nasser to amend the agenda to remove (22B – Resolution 2022-19) and approve the rest the agenda for the regular meeting of the Summerset City Commission for December 19th, 2022. Motion carried.

CONSENT CALENDAR

Motion by Nasser, second by Hirsch to approve the minutes of the Regular meeting of December 1st, 2022 as presented or amended. Motion carried.

APPROVAL OF CLAIMS

Motion by Hirsch, second by Nasser to approve the claims and hand checks in the amount of \$104,279.92 from December 1st, 2022 through December 14th, 2022 as presented or amended. Motion carried.

AFLAC Remittance Processing	Employee Accident Insurance	94.25
AT&T Mobility	FirstNet	517.97
Black Hawk Water Users District	Monthly Fees	35.00
BLUEPEAK	Fax/Phone/Internet	1,122.36
CBH-CO-OP	Govt Fuel	4,934.80
City of Rapid City	Solid Waste Disposal	4,348.08
City of Sturgis	Rhyder Boarding	825.00
Golden West Technologies	Server Migration	53,287.44
HAWKINS Inc.	Winter Bugs	317.00
Health Pool of SD	Employee Health Insurance	17,727.74
Midcontinent communications	WWTP Phone	197.77
Northern Truck Equipment Co	F-250 SES	1,065.85
Rapid City Journal	Publications	901.44
Sanitation Products	Cutting	2,289.02
SDML Work Compensation Fund	Workers Comp Fund	15,110.00
Servall Uniform & Linen Supply	Monthly Fees	162.89
Transource	Airt Pressure Gauge, Elbow	123.63
Tyler Technologies, Inc.	Server Migration Items	420.00
Wild West Screen Printing	Magnets	780.00

UTILITY BILLING ADJUSTMENTS

Motion by Butler, second by Hirsch to approve the utility billing adjustments of \$0.00 for the period November 1st, 2022 thru November 30th, 2022. Motion carried.

DEPARTMENT HEAD REPORTS

Department Heads gave a summary of their departments for the month of December 2022.

SIOUXLAND ROAD DISCUSSION

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

Public Works Director Anthony Kayl spoke about options on repair of Siouxland Road.

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

SPECIALTY PAY (FIELD TRAINING OFFICER PAY) – POLICE DEPARTMENT

Commissioner A. Nasser asked to recuse herself.

D. Allen - Police Chief asked that R. Nasser and M. Macrander receive field training pay of \$1,000.00 each out of the 2022 budget.

Motion by Kitzmiller, second by Hirsch to approve R. Nasser and M. Macrander receiving field training pay. Motion carried.

FIRST READING FOR ORDINANCE 2022-16 AMENDING SUPPLEMENTAL ITEMS AND LICENSING FEE

Motion by Hirsch, second by Butler to approve the first reading for Ordinance 2022-16. Motion carried.

SET SECOND READING FOR ORDINANCE 2022-16 AMENDING SUPPLEMENTAL ITEMS AND LICENSING FEE.

Motion by Butler, second by Nasser to set the second reading for January 5th, 2022. Motion carried.

FIRST READING FOR ORDINANCE 2022-17 AMENDING PERMANENT LICENSES

Motion by Nasser, second by Butler to approve the first reading for Ordinance 2022-17. Motion carried.

SET SECOND READING FOR ORDINANCE 2022-17 AMENDING PERMANENT LICENSES

Motion by Hirsch, second by Butler to set the second reading for January 5th, 2022. Motion carried.

SECOND READING OF REVISED ORDINANCE 2022-10 FEES

Motion by Hirsch, second by Nasser to approve the second reading for Ordinance 2022-10. Motion carried.

ADOPT ORDINANCE 2022-10 FEES

Motion by Kitzmiller, second by Butler to Adopt Ordinance 2022-10. Motion carried.

SECOND READING OF REVISED ORDINANCE 2022-11 CITY PARKS & RECREATION

Motion by Kitzmiller, second by Nasser to approve the second reading for Ordinance 2022-11. Motion carried.

ADOPT ORDINANCE 2022-11 CITY PARKS & RECREATION

Motion by Hirsch, second by Butler to Adopt Ordinance 2022-11. Motion carried.

SECOND READING OF REVISED ORDINANCE 2022-12 BIDDING CONTRACS

Motion by Nasser, second by Hirsch to approve the second reading for Ordinance 2022-12. Motion carried.

ADOPT ORDINANCE 2022-12 BIDDING CONTRACS

Motion by Kitzmiller, second by Butler to Adopt Ordinance 2022-12. Motion carried.

SECOND READING OF REVISED ORDINANCE 2022-13 EXEMPTIONS FROM BIDDING

Motion by Nasser, second by Hirsch to approve the second reading for Ordinance 2022-13. Motion carried.

ADOPT ORDINANCE 2022-13 EXEMPTIONS FROM BIDDING

Motion by Hirsch, second by Butler to Adopt Ordinance 2022-13. Motion carried

SECOND READING OF REVISED ORDINANCE 2022-14 CONTRACTOR'S LICENSE FEE

Motion by Nasser, second by Butler to approve the second reading for Ordinance 2022-14. Motion carried.

ADOPT ORDINANCE 2022-14 CONTRACTOR'S LICENSE FEE

Motion by Butler, second by Nasser to Adopt Ordinance 2022-14. Motion carried

SECOND READING FOR ORDINANCE 2022-18 SUPPLEMENTAL

Motion by Hirsch, second by Nasser to approve the second reading for Ordinance 2022-18. Motion carried.

ADOPT ORDINANCE 2022-18 SUPPLEMENTAL

Motion by Nasser, second by Butler to Adopt Ordinance 2022-18. Motion carried

ORDINANCE REVIEW YEAR 2020 – CITY ADMINISTRATOR

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

City Administrator Lisa Schieffer gave overview.

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

SET FIRST READING FOR ORDINANCE 2023-02 COLLECTION & DISPOSAL OF GARBAGE & RUBBISH

Motion by Nasser, second by Butler to set the first reading for January 19th, 2023. Motion carried.

SET FIRST READING FOR ORDINANCE 2023-01 REPEAL ORDINANCE 31.024

Motion by Nasser, second by Butler to set the first reading for January 5th, 2023. Motion carried.

WASTEWATER TREATMENT EXPANSION BID

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

Mayor Torno gave an overview on receiving one bid and the change proposal of RCS.

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

Motion by Butler, second by Hirsch to approve RCS bid in the amount of \$11,600,000, contingent upon pending SRF loan closing. Motion carried.

CHANGE PROPOSAL REQUEST NO. #1

Motion by Butler, second by Nasser, to approve the Change Proposal #1. Motion carried.

HDR MASTER SERVICES AGREEMENT

Motion by Butler, second by Nasser, to approve HDR Proposal Service Agreement. Motion carried.

HDR TASK ORDER 2023-GENERAL SERVICES

Motion by Butler, second by Nasser, to approve HDR Task Order 2023-GENERAL SERVICES. Motion carried.

DISCUSS RESOLUTION 2014-29

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

City Attorney M. Wheeler explained the city ordinances and who serves as Board of Adjustment.

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

CHANGE ORDER SIMON CONTACTORS ON INFINITY DRIVE

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

City Administrator L. Schieffer explained the changes.

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

Motion by Nasser, second by Hirsch to approve change order Simon Contractors on Infinity Drive.

CITIZENS INPUT

James Guthrie discussed High Meadows Road and asked for an update.

UPCOMING EVENTS:

City Offices will be closed Friday, December 23rd, and Monday, December 26th for Christmas Eve and Christmas, as proclaimed by Governor Noem.

City Offices will be closed Monday, January 2nd for New Years

ITEMS FROM CITY ATTORNEY

No executive session.

ADJOURNMENT

Motion by Nasser, second by Kitzmiller, to adjourn at 6:49 p.m. Motion carried.

(SEAL)

ATTEST:

Candace Sealey
Finance Officer

Melanie Torno
Mayor

Published once _____ at a cost of \$_____.

Check Register Report

Date: 01/03/2023

Time: 2:35 pm

Page: 1

City of Summerset

BANK: BANKWEST

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
BANKWEST Checks								
26026	12/19/22	Printed			1869	ROEBER, AARON	Erosion Control	1,000.00
26028	12/22/22	Printed			1870	TEAMCO INC	Snoblower	14,400.00
26032	01/03/23	Printed			1098	A&B BUSINESS SOLUTIONS	Monthly Contract	430.03
26033	01/03/23	Printed			0962	ALLEN, DON	Uniform Allowance	400.00
26034	01/03/23	Printed			1111	AMBROSE, JONATHAN	Uniform Allowance	550.00
26035	01/03/23	Printed			1808	ANGLIN, MITCH	Uniform Allowance	550.00
26036	01/03/23	Printed			1695	ASPEN RIDGE LAWN & LANDSCAPE L	Treated Road Salt	5,400.00
26037	01/03/23	Printed			1816	AT&T MOBILITY	FirstNet SS PD	526.37
26038	01/03/23	Printed			1363	AXON ENTERPRISE, INC	Axon Subscription	345.24
26039	01/03/23	Printed			1866	BAUMEISTER, STEPHANY	Phone Stipend	50.00
26040	01/03/23	Printed			0808	BLACK HILLS ENERGY	Utilities	6,031.33
26041	01/03/23	Printed			1830	BLUEPEAK	Fax/Phone/Internet	1,120.73
26042	01/03/23	Printed			0095	Butler, Dave	Phone Stipend	50.00
26043	01/03/23	Printed			1115	C HAVEMAN BUSINESS SERVICES	Reconcilliations	2,025.00
26044	01/03/23	Printed			1268	CANDACE SEALEY	Phone Stipend	50.00
26045	01/03/23	Printed			1093	DAKOTA PUMP, INC	Scada Service Agreement	3,135.06
26046	01/03/23	Printed			1813	DAVIS, OWEN	Uniform Stipend	550.00
26047	01/03/23	Printed			0765	DEMERSSEMAN JENSEN	Legal Services	3,070.00
26048	01/03/23	Printed			0246	GOLDEN WEST TECHNOLOGIES	Managed Services & Security Labor	459.00
26049	01/03/23	Printed			1369	GREENAPSIS	Professional Fees	335.81
26050	01/03/23	Printed			0544	Gunderson & Palmer	Legal Fees	4,350.00
26051	01/03/23	Printed			0698	HAWKINS INC.	Defoamer	4,934.40
26052	01/03/23	Printed			1513	HIRSCH, CLYDE	Phone Stipend	50.00
26053	01/03/23	Printed			1871	JT VEHICLE SYSTEMS	Flat Rate Vehicle Set-Up	1,813.90
26054	01/03/23	Printed			1566	JUSO, COLTON	Phone Stipend	50.00
26055	01/03/23	Printed			0124	KIEFFER SANITATION	Temp Portable Toilets	60.00
26056	01/03/23	Printed			1103	KITZMILLER, MICHAEL	Phone Stipend	50.00
26057	01/03/23	Printed			0324	Kayl, Anthony	Phone Stipend & Uniform	550.00
26058	01/03/23	Printed			0949	Lighting Maintenance Co.	New Streetlight	10,411.47
26059	01/03/23	Printed			1787	MACRANDER, MATTHEW	Uniform Allowance	400.00
26060	01/03/23	Printed			0937	MDU	Utilities	2,353.76
26061	01/03/23	Printed			1852	MEADE COUNTY	Pictometry Project	2,000.00
26062	01/03/23	Printed			1101	MEADE COUNTY AUDITOR	Dispatch Oct	2,227.06
26063	01/03/23	Printed			1110	MID-AMERICAN RESEARCH CHEMICAL	WWTP Supplies	575.96
26064	01/03/23	Printed			1157	MIDCONTINENT TESTING LABS	Mid Co Testing	223.50
26065	01/03/23	Printed			1698	MONTILEAUX, CASEY	Uniform Allowance	400.00
26066	01/03/23	Printed			1812	NASSER, ALEXIS	Phone Stipend	50.00
26067	01/03/23	Printed			1730	NASSER,RICH	Uniform Allowance	400.00
26068	01/03/23	Printed			1413	NORTHERN TRUCK EQUIPMENT CO	Snow Plow	10,675.85
26069	01/03/23	Printed			1788	O'GRADY, BRENDA	Phone Stipend	50.00
26070	01/03/23	Printed			1580	RAPID CITY FIRE DEPARTMENT	Ambulance Service Contract	31,114.43
26071	01/03/23	Printed			0008	RAPID CITY JOURNAL	Publications	751.12
26072	01/03/23	Printed			1732	SCHIEFFER, LISA	Phone Stipend	50.00
26073	01/03/23	Printed			0018	SD ONE CALL	November Notifications	16.80
26074	01/03/23	Printed			1022	SDRS-SUPPLEMENTAL	Supplemental Retirement	540.00
26075	01/03/23	Printed			1820	SMITH, JEFF	Phone Stipend Uniform Allowance	550.00
26076	01/03/23	Printed			1872	STURGIS RESPONDER SUPPLY	Fire Extinguisher Clamps	101.80
26077	01/03/23	Printed			1729	TORNO, MELANIE	Phone Stipend	50.00
26078	01/03/23	Printed			1843	UEBEL, DEREK	Uniform Allowance	400.00
26079	01/03/23	Printed			0056	UNITED STATES POSTAL SERVICE	Postage	1,000.00

Check Register Report

Date: 01/03/2023
Time: 2:35 pm
Page: 2

City of Summerset

BANK: BANKWEST

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
Total Checks: 50							Checks Total (excluding void checks):	116,678.62
Total Payments: 50							Bank Total (excluding void checks):	116,678.62

Check Register Report

Date: 01/03/2023

Time: 2:37 pm

Page: 1

City of Summerset

BANK: BANKWEST EFT

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
BANKWEST EFT Checks								
140	12/13/22	Printed			1665	CARDMEMBER SERVICES	Credit Card Charges	21,168.45
141	12/13/22	Printed			1245	SOUTH DAKOTA STATE TREASURER	Sales Tax	981.91
142	12/13/22	Printed			0128	UNITED STATES TREASURY	Payroll Taxes	16,835.36
143	12/13/22	Printed			0578	USDA	USDA Payment	148,400.00
144	01/03/23	Printed			0322	AFLAC REMITTANCE PROCESSING	Employee Accident Insurance	94.25
147	01/03/23	Printed			1665	CARDMEMBER SERVICES	Credit Card Charges	15,518.81
148	01/03/23	Printed			0011	SDRS	Employee Retirement	8,912.02
149	01/03/23	Printed			0128	UNITED STATES TREASURY	Payroll Taxes	15,165.22
			Total Checks: 8		Checks Total (excluding void checks):			227,076.02
			Total Payments: 8		Bank Total (excluding void checks):			227,076.02
			Total Payments: 8		Grand Total (excluding void checks):			227,076.02

Clyde

2022 Commissioner (C. Hirsch) Report

MEETING ATTENDED

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

Liaison – Police Department

Did Cops for Kids at Target
Meet with Don on 12/12 about officers wages
Meeting with Don, Rich and Lisa over wage Increases
For Officers
Did syber test

December 2022 Waste Water Commissioner Report

Meetings and Business

Attend 2 Commission Meetings

Attend 0 Special Meetings

Calls/Visits

Made phone calls to Waste Water Superintendent, Streets Superintendent, Finance Officer, City Administrator, Mayor

Visited the sewer plant, city office, street department,

Many e-mails

Waste Water Treatment

- Plant is running good this month.
- Still working the purchase of land around plant
- Possible 1st of year to start constructions on new plant.
- Still need power to gate & more fence.
- Repair of greenhouse, parts are here, starts repair this month, rechecking date
- Trailer park sewer lines maintenance agreement not signed, refused – legal action. Fine
- Law Suite with Water Warriors still ongoing
- On hold on the PFAS law suite for cost recovery action. SD Ruel-Water association.

MISC

- Pick up new forklift man basket for telehandler (extended forklift).
- Owen completed school in December wastewater.

Finance Commissioner Report

Alexis Nasser

Meetings Attended

Attended ____2____ Commission Meeting(s)

Attended ____0____ Special Meeting(s)

- Attended Summerset's Shop with a Cop
- Multiple email conversations with Mayor Torno
- Communication with the Finance Officer
- Viewed latest 2023 Handbook changes & selected a Mission Statement
- Communication with the City Administrator

Required REPORT

December 2022 Commissioner Kitzmiller

MEETINGS

- Attended 2 Commission Meeting
- Attended Special Meeting
-

PUBLIC WORKS

Almost daily calls or text messages with Public Works Supervisor.

- Meeting with Public Works Supervisor regarding comments on our last snow event.
- Meeting with Public Works Supervisors request for additional equipment for snow removal.
- Purchase of snow blower attachment for our Bobcat was discussed and approved.
- Public Works supervisor reported a few minor issues with hydraulics on our trucks.
- Public Works had no issues with vacation time over the Holidays.
- Meeting about extended time off regarding Public Works employee. Discussions about duties when the employee is eligible to return on light duty.

Took several calls regarding snow removal, and monitored my Facebook page.

December 2022 MAYOR REPORT

COMMISSION MEETINGS

- * Attended (2) Commission Meetings

CITY DEVELOPMENT AND PLANNING

- * Discussions (ongoing) with City Administrator regarding current developments, including zoning, platting, and future growth
- * Met with LSchieffer, TMorris, MWheeler, and CSealey regarding rewriting TIF 1 & 2 and impact of service fee amount on utility billing
- * Met with AAnglin (SEDC), ADemersseman (EDA), and LSchieffer regarding commercial opportunity, discussed future growth, and grant opportunities
- * Met with LSchieffer, TWiezorski, LShagla (HDR), and MMartin (P&Z) regarding proposed commercial development
- * Met with LSchieffer, Twiezorski, LShagla (HDR), MMartin (P&Z), LBerg (Aces), and JLarson (attorney for commercial developer) regarding proposed commercial development and variances
- * Follow up discussions regarding TAB Industrial park proposal via emails
- * Discussions with LSchieffer regarding future developments
- * Reviewed Meade County Commission meeting that may impact Summerset
- * Follow up conversations with a local business regarding commercial opportunity and growth in the Summerset area
- * Discussed platting application (off of Sturgis Rd) with LSchieffer
- * Discussed legal matters regarding TIF and waste water expansion project with MWheeler and LSchieffer
- * Discussed updating ordinances with LSchieffer
- * Follow up discussions with AKayl, LSchieffer, and MWheeler regarding High Meadows Rd. and email sent to LShagla from HDR
- * Ongoing discussions with HDR (LShagla and CRobinson), LSchieffer, AKayl, and JAmbrose regarding sewer capabilities regarding growth and development
- * Discussed timeline of waste water expansion project with LSchieffer as related to growth and development
- * Discussed ongoing commercial and business opportunities with LSchieffer
- * Reviewed Planning & Zoning meetings with follow up conversations with LSchieffer
- * Discussed annexation of land with LSchieffer
- * Reviewed Intent for Annexation for Black Hawk

DEPARTMENT AND PERSONNEL INTERACTION

- * Attended and assisted with the Summerset Police Department's Cops and Kids, shopped with 3 children, interacted with police officers, and
- * children and their families of the community
- * Met with JAmbrose and CSealey regarding waste water budget and future planning after post bid opening
- * Attended Incode meeting with Tyler Technology, LSchieffer, CSealey, and SBaumeister
- * Phone call with LSchieffer to bond council to discuss needed items for closing of waste water loan
- * Discussed of change order for bid and reviewed change order documents
- * Discussed personnel matters with DAllen that may or will impact the police department, including hiring of new officers
- * Ongoing discussions (phone and text) with AKayl regarding snow removal for winter storm impacting multiple days
- * Reviewed final drafts of employee and commission handbooks
- * Discussion with AKayl (in person and email/text follow up) regarding ordinance codes
- * Discussed personnel matters with Chief Allen and Sgt Nasser via inperson and emails
- * Discussed personnel matters with Chief Allen via in person and emails
- * Discussed personnel matters with BOgrady
- * Approved and signed leave slips
- * Discussed purchases and budget items with AKayl for Public Works
- * Discussed purchases and budget items with JAmbrose for Waste Water
- * Discussed purchases and budget items with DAllen for Police Department
- * Follow up discussions with LSchieffer regarding sound system
- * Reviewed 90 Day review from the police department
- * Individual phone calls with Commissioner Kitzmiller, Commissioner Hirsch, Commissioner Butle, and Commissioner Nasser regarding purchase of snowblower and payment
- * Reviewed critical incident reports from Police Department with follow up emails to DUEbel and CJusso
- * Discussion with MWheeler and LSchieffer regarding rescheduling Commission meeting due to snow and weather conditions
- * Individual conversations (phone calls and texts) regarding rescheduling of scheduled Commission meeting with Commissioner Kitzmiller, Commissioner Hirsch, Commissioner Butler, and Commissioner Nasser
- * Meeting with MWheeler regarding personnel matters
- * Discussions with Commissioner Nasser via multiple phone conversations

- * Reviewed and approved commission meeting agendas and minutes
- * Discussion with AKayl regarding pick up of snowblower purchase
- * Phone calls with Commissioner Kitzmiller regarding pick up of snowblower purchase and conversation with MWheeler
- * Reviewed geotechnical proposal for Astoria Court
- * Discussions with LSchieffer regarding Christmas party planning for staff and city officials
- * Discussions with LSchieffer regarding New Underwood Rd, as well as DOT and Meade Co Commission future plans and meetings – review of emails from both Meade Co Commission and DOT
- * Met with Public Works Department at the PW garage during snow storm
- * Discussions with staff from all departments (phone, email, and text) regarding snow/weather conditions and city policy
- * Closed the city office during normal business hours at 10 am one day during the winter storm due to whiteout conditions (roads were clear)
- * Follow up discussions with LSchieffer, JAmbose, LShagla and CRobinson from HDR regarding waste water proposed temporary
- * Discussion with MWheeler regarding citizen complaint regarding dog waste and referral to States Attorney's office
- * Discussed telework and leave policy due to inclement weather
- * Discussed TIF 2 updates with LSchieffer, MWheeler, and TMorris
- * Discussed personnel matters with MWheeler
- * Discussed security matters with LSchieffer, Chief Allen, and Sgt Nasser

MISC.

- * Attended a lunch for city employees before Christmas
- * Attended Police Department Christmas party
- * Monitored city streets during snow storm daily to be updated on current road and weather conditions that impact Summerset
- * Completed judging forms for Christmas light competition
- * Participated in Secret Santa (voluntary for all city employees and officials)
- * Reviewed citizen complaints through cityinfo and forwarded to proper departments (public works and police department)
- * Reviewed complaints regarding a business fencing and lighting, which has been referred to legal
- * Email discussion with citizen regarding city business

2023 MUNICIPAL ELECTION CALENDAR

The dates to the right are the only date options for annual municipal elections. **There are no other date options.** The school may request to combine with you on any of these dates. Both jurisdictions have to agree to combine.

	APRIL 11	JUNE 6	JUNE 20
	Second Tuesday in April (a school may combine with you on this date)	First Tuesday after the first Monday in June (may combine with School)	Must combine with the school on the third Tuesday in June
Deadline for the governing board to establish the election date if they choose a different date than the 2 nd Tuesday in April. (9-13-1 & 9-13-1.1 & 9-13-1.2 & 13-7-10)	No later than January 14	No later than January 14	No later than January 14
Publish notice of vacancies and time and place for filing petitions each week for two consecutive weeks. (9-13-6 , 9-13-40 & 05:02:04:06 & 13-7-5) (NOTE: confirm that all notices have been received and published by the paper: ask for a confirmation email)	Between the dates of January 15 th & 30 th	Between the dates of Feb. 15 th & March 1 st	Between the dates of March 15 th & 30 th
Earliest date for candidate to sign the declaration of candidacy, to begin petition circulation and earliest date to file nominating petition. (9-13-9 , 9-13-40 , 9-13-37 , 13-7-6 ; 05:02:08:13 and 05:02:08:11)	January 27 th	March 1 st	April 11 th
Deadline for filing nominating petition. If this is a Friday , please plan accordingly to be available to accept petitions. Registered mail is acceptable if postmarked by the deadline date and time. (9-13-7 , 9-13-40 , 9-13-37 , 13-7-6)	(FRIDAY) Feb. 24 th 5:00 pm	(TUESDAY) March 28 th 5:00 pm	(FRIDAY) May 12 th 5:00 pm
Deadline for submission of written request to withdraw candidate's name from nomination. If you will not have an election, you DO NOT have to publish anything further or notify our office. (9-13-7.1 , 13-7-7 & 05:02:07:05) Remember to issue certificates of election. See page 2 for more info.	Feb. 24 th 5:00 pm	March 28 th 5:00 pm	May 12 th 5:00 pm
Deadline for Candidates, in first class municipalities only , to file the <u>Candidate Financial Interest Statement</u> with the person in charge of the election. (12-25-30) A sample form can be found at sdsos.gov .	Within 15 days of filing nominating petition	Within 15 days of filing nominating petition	Within 15 days of filing nominating petition
Have you ordered your election kit? McLeod's Printing in Mitchell (605-996-5151) is the only company in SD that sells election kits. Check to see if you need to order absentee ballot combined envelopes. Absentee materials may not be included in the election kit. (05:02:10:01:03)	Order so you receive before absentee voting begins	Order so you receive before absentee voting begins	Order so you receive before absentee voting begins
Once you know you have an election, you must draw for candidate order on the ballot. Each candidate or candidate representative may be present. (9-13-21)	Draw after petition filing deadline	Draw after petition filing deadline	Draw after petition filing deadline
Have your governing board appoint your Election Board. (9-13-16.1 & 05:02:05:11.01). You may use high school seniors (<i>must be 18 years old</i>). (13-27-6.1) Compensation for the election board. (9-13-16.1) The county auditor may have election worker names.	Anytime	Anytime	Anytime
First publication of voter registration notice. Must be published for two consecutive weeks. (12-4-5.2 & 05:02:04:04)	Between the dates of March 6 th & 10 th	Between the dates of May 1 st & May 5 th	Between the dates of May 15 th & May 19 th
Second publication of voter registration notice. The last publication to be not less than ten nor more than fifteen days before the deadline for registration. (12-4-5.2 & 05:02:04:04)	Between the dates of March 13 th & 17 th	Between the dates of May 8 th & 12 th	Between the dates of May 22 nd & May 26 th
Deadline for voter registration. (12-4-5)	March 27 th by 5:00 pm	May 22 nd by 5:00 pm	June 5 th by 5:00 pm

Absentee ballots must be made available no later than 15 days prior to the election (9-13-21). Sample ballots must be printed on yellow paper and we encourage you to put the word SAMPLE on the sample ballot. The paper ballot form can be found at 05:02:06:12 .	March 27 th	May 22 nd	June 5 th
Publish notice of election that needs to be published each week for two consecutive weeks. First publication must be at least 10 days before the election. (9-13-13 & 05:02:04:08) (Note: May 29 th is Memorial Day)	Weeks of March 27 th & April 3 rd	Weeks of May 22 nd & May 29 th	Weeks of June 5 th & June 12 th
Publish facsimile ballot in the calendar week before the election. The calendar week falls from the Monday to the Saturday of the week prior to the Tuesday of Election Day. (9-13-13 & 12-16-16.2 talks about the size for publication)	Week of April 3 rd	Week of May 29 th	Week of June 12 th
If using optical scan ballots: Not more than ten days prior to an election, the person in charge of the election shall conduct a test of the automatic tabulating equipment. <u>Notice of the test, must be published at least 48 hours prior to the test.</u> (12-17B-5 & 05:02:09:01.01)	Conduct test anytime between April 3 rd - 10 th	Conduct test anytime between May 29 th - June 5 th	Conduct test anytime between June 12 th - 19 th
Deadline for a voter to absentee vote in-person .	April 10 th by 5:00 pm	June 5 th by 5:00 pm	June 19 th by 5:00 pm
A voter, who is confined due to sickness or disability, may request an absentee ballot via authorized messenger until 3:00 pm the day of the election . The ballot must be returned to you in time for your or your staff to get it to the proper polling location by 7:00 pm (local time).	APRIL 11 until 3:00 pm	JUNE 6 until 3:00 pm	JUNE 20 until 3:00 pm
ELECTION DAY. Polls open 7:00 am to 7:00 pm. (9-13-1, 13-7-10) The person in charge of the election MUST BE AVAILABLE from 7:00 am until the ballots have been counted and all election materials and supplies have been returned to person in charge of the election.	APRIL 11	JUNE 6	JUNE 20
Deadline for official canvass. (9-13-24)	April 18 th	June 13 th	June 27 th
Issue certificates of election. (9-13-5 & 9-13-28; 05:02:15:08 & 05:02:15:09) (Appointed candidates do not receive a certificate.)	Within 2 days after canvass	Within 2 days after canvass	Within 2 days after canvass
In a first class municipality, an official must file an Elected Official Financial Interest Statement (3-1A-4). The financial interest statement is filed with the person in charge of the election and a sample form can be found at sdsos.gov .	Within 15 days of taking oath of office	Within 15 days of taking oath of office	Within 15 days of taking oath of office

Oaths of Office: There is nothing in Administrative Rule that outlines the form/wording of an oath of office. Please work with your (city or school, depending on which calendar) attorney to write the oath. Also, there is nothing that clearly guides you as to when your officials must take the oath. Work with your attorney regarding this. Reference [SDCL 9-14-5](#) for qualifying for office.

Note: If the municipal election is combined with a school election on a date other than the 2nd Tuesday in April, all dates follow [SDCL 13-7](#) (except when combined with the county for a primary election). Additional information on combining elections may be found at: <https://sdsos.gov/elections-voting/assets/CityandSchoolcombinedelectionQ&A.pdf>

Ballot color for combined elections: If combining, one ballot must be white, and the other jurisdiction will use a contrasting color (**do not use yellow** as that is the color for sample ballots). [05:02:06:18](#)

Notify County Auditor: Contact your county auditor when you know you will have an election and ask if he/she can be available from 7:00 am to 7:00 pm on that date to answer questions regarding voter registration. ([SDCL 7-7-2](#))

Missed Election Notices: We do encourage any jurisdiction that misses a publication to try to get it published and post the notice around their jurisdiction. The notice would still be considered late and the election could still be challenged. Make sure to contact your city attorney if you miss a notice.

Petitions: To check the registration status of the candidate and petition signers (**NEW: Finance Officers are required by law to do this for candidate petitions**), per [05:02:08:00](#), go to: <http://cityandschoollookup.sdsos.gov/Login.aspx>. If you forgot your username and password, or never had one, contact the Secretary of State's Election Team and we will provide one to you. Elections@state.sd.us

First Class Municipalities: Aberdeen, Belle Fourche, Box Elder, Brandon, Brookings, Harrisburg, Huron, Madison, Mitchell, Pierre, Rapid City, Sioux Falls, Spearfish, Sturgis, Vermillion, Watertown and Yankton.

Home Rule Municipalities: Aberdeen, Beresford, Brookings, Elk Point, Faith, Ft. Pierre, Pierre, Sioux Falls, Springfield and Watertown.

Contact a member of the Secretary of State's Election Team with any questions at Elections@state.sd.us or 605-773-3537.

Additional election information can be found at: <https://sdsos.gov>. Click on Elections & Voting then the **City/School Resources** button.

**NOTICE OF VACANCY
MUNICIPALITY OF SUMMERSET**

The following offices will become vacant due to the expiration of the present term or due to the resignation of office of the elective officer:

Two (2) City Commission at Large, three (3) year term

Circulation of nominating petitions may begin on January 27, 2023 and petitions may be filed in the office of the Finance Officer located at 7055 Leisure Lane, Summerset SD between the hours of 8:00 a.m. and 5:00 p.m., mountain time not later than the 24th day of February, 2023 or mailed by registered mail not later than the 24th day of February, 2023 at 5:00 p.m. mountain time.

Candace Sealey, Finance Officer

Published twice at the approximate cost of \$_____.

→

12/14/2022

MDR Engineering

10340630

Change Order Summary

1.	ORIGINAL CONTRACT PRICE	\$	243,276.00
2.	Net change by Change Orders	\$	81,545.56
3.	CURRENT CONTRACT PRICE (Line 1 ± 2)	\$	324,821.56
4.	TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate).....	\$	85,919.24
5.	RETAINAGE:		
a.	10 %×\$ \$ 85,919.24 Work Completed.....	\$	8,591.92
b.	%×\$ _____ Stored Material.....	\$	-
c.	Total Retainage (Line 5a + Line 5b).....	\$	8,591.92
6.	AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	\$	77,327.32
7.	LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	-
8.	AMOUNT DUE THIS APPLICATION.....	\$	77,327.32
9.	BALANCE TO FINISH, PLUS RETAINAGE.....	\$	205,157.48
	(Column G on Progress Estimate + Line 5 above).....		

CONTRACTOR'S CERTIFICATION

77,327.32

1/3/23
(Date)

(Line 8 or other - attach explanation of other amount)

(Date)

(Date)

Lisa Schieffer

From: Candace Sealey
Sent: Tuesday, January 3, 2023 3:41 PM
To: Lisa Schieffer
Subject: Contingency

Finance Office: 5,000
General Governmental Buildings: 40,000
Law Enforcement: 40,000

Candace Sealey
Finance Officer
City of Summerset
(605) 718-2164

Ordinance 2022-16

**AN ORDINANCE AMENDING ORDINANCE TITLE XI BUSINESS REGULATIONS,
CHAPTER 116- AMUSEMENTS, SUBSECTION 116.17 -SUPPEMENTAL ITEMS; LICENSE
FEE**

§ 116.17 SUPPLEMENTAL ITEMS; LICENSE FEE.

(A) The license applicant, in addition to the application, shall submit at the same time a certificate or other proof of liability insurance in the amount(s) and coverage(s) that the governing board (or Municipal Park and Recreation Board) may require; and shall also submit at the same time a security, damage, cleanup, and reimbursement deposit in the form of a bond in favor of the municipality, or a cashier's check or money order made payable to the municipality, or cash, in the amount required by the governing board (or Municipal Recreation Board).

(B) The applicant may also be required to submit additional documents or items in support of or in verification of the application.

(C) Finally, the applicant shall, pay an application fee. Refer to fee schedule adopted by resolution. The Board of Commissioners may revise the fees as set forth herein from time to time by resolution.

Passed and adopted this _____ day of _____ 2023.

Melanie Torno, Mayor

ATTEST:

Candance Sealey, Finance Officer

VOTE:

Torno:

Kitzmilller:

Butler:

Hirsch:

Nasser:

First Reading: December 19, 2022

Second Reading: January 5, 2023

Adoption: January 5, 2023

Publication:

Effective:

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

Ordinance 2022-17

**AN ORDINANCE AMENDING ORDINANCE TITLE XI BUSINESS REGULATIONS,
CHAPTER 113- REGULATION AND LICENSING OF LIQUOR OPERATIONS, SUBSECTION
113.15 -PERMANENT LICENSES.**

§ 113.15 PERMANENT LICENSES.

The following are the fees to be paid for the various classes of licenses:

- (2) Wholesalers of alcoholic beverages--five thousand dollars;
- (3) Off-sale--not less than three hundred dollars. The renewal fee for the license may not exceed five hundred dollars;
- (4) On-sale--not less than one dollar for each person residing within the municipality as measured by the last preceding federal census. The renewal fee for the license may not exceed fifteen hundred dollars;
- (5) Off-sale licenses issued to municipalities under local option--not less than two hundred fifty dollars;
- (6) On-sale licenses issued outside municipalities--not less than the amount the nearest municipality to the applicant is charging for a like license. The renewal fee shall be the same as is charged for a like license in the nearest municipality. If the municipality to which the applicant is nearest holds an on-sale license, pursuant to § 35-3-13 and does not charge a specified fee, then the fee shall be the minimum amount that could be charged as if the municipality had not been authorized to obtain on-sale licenses pursuant to § 35-3-13. The renewal fee shall be the same as could be charged for a like license in the nearest municipality;
- (8) Transportation companies--twenty-five dollars;
- (9) Carrier--one hundred dollars. The fee licenses all conveyances the licensee operates in this state;
- (11) On-sale dealers at publicly operated airports--two hundred fifty dollars;
- (12) Wine and cider retailers, being both package dealers and on-sale dealers--five hundred dollars;
- (13) Convention facility on-sale--not less than one dollar for each person residing within the municipality as measured by the last preceding federal census. The renewal fee for the license may not exceed fifteen hundred dollars;
- (15) Wholesalers of malt beverages--four hundred dollars;
- (16) Malt beverage and wine produced by a farm winery licensee, being both package dealers and on-sale dealers--three hundred dollars;
- (21) Retail on premises manufacturer--two hundred fifty dollars;
- (23) Off-sale delivery--one hundred fifty dollars.

Passed and adopted this 5th day of January 2023.

Melanie Torno, Mayor

ATTEST:

Candance Sealey, Finance Officer

VOTE:

Torno:

Kitzmiller:

Butler:

Hirsch:

Nasser:

First Reading: December 19, 2022

Second Reading: January 5, 2023

Adoption: January 5, 2023

Publication:

Effective:

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

NOTICE FOR PUBLICATION

Ordinance 2023-01

**AN ORDINANCE REPEALING TITLE III: ADMINISTRATION, CHAPTER 31:
OFFICIALS AND ORGANIZATIONS, SUBSECTION 31.024 – POWERS AND DUTIES OF THE
CITY ADMINISTRATOR**

NOTICE IS HEREBY GIVEN that the City of Summerset will set the first reading on Ordinance #2023-01 Repealing Title III - Chapter 31, Subsection 31.024 – Powers and Duties of the City Administrator.

Said first reading will be held at Summerset City Hall, 7055 Leisure Lane, Summerset SD on January 5th, 2023 @ 6:00 p.m. The purpose of the public hearing is to accept public comment on the proposed repealed ordinance.

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

Dated this 8th day of December 2022.

City of Summerset

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

Ordinance 2023-01

**AN ORDINANCE REPEALING TITLE III: ADMINISTRATION, CHAPTER 31:
OFFICIALS AND ORGANIZATIONS, SUBSECTION 31.024 – POWERS AND DUTIES OF THE
CITY ADMINISTRATOR**

31.024 – REPEALED.

Passed and adopted this _____ day of January 2023.

Melanie Torno, Mayor

ATTEST:

Candace Sealey, Finance Officer

VOTE:

Torno:

Kitzmilller:

Butler:

Hirsch:

Nasser:

First Reading: 01/05/2023

Second Reading: 01/19/2023

Adoption:

Publication:

Effective:

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



Ordinance 31.024 Powers and duties of the city administrator.

The city administrator shall be the chief administrative officer of the city, responsible to the Board of Commissioners and mayor for the administration of all city affairs placed in the administrator's charge by this Code, other ordinances, and resolutions of the city.

The city administrator shall:

- (a) Ensure that all provisions of this Code and all acts of the Board of Commissioners subject to enforcement by the city administrator or by officers' subject to the administrator's direction and supervision, are faithfully executed;
- (b) Oversee and direct the administration of all departments, offices, and agencies of the city as directed by the Board of Commissioners and except as otherwise provided by this Code, or by state law, and to organize and administer the activities, operations, programs, services and day to day operations of the city;
- (c) Make recommendations to the Board of Commissioners concerning the affairs of the city;
- (d) Prepare and submit to the Board of Commissioners an annual budget not later than September first of each year;
- (e) Ensure all terms and conditions in any contract or franchise to which the city is a party are faithfully kept and performed;
- (f) Recommend appointment and promotion of all city employees and officers to the Board of Commissioners;
- (g) When necessary, suspend or remove all city employees except as otherwise provided by law, this Code, or adopted personnel policies;
- (h) Consolidate or combine offices, positions, departments, or units under his/her jurisdiction, subject to Commission approval;
- (i) Serve as the liaison between city staff, the mayor and the Board of Commissioners;
- (j) Attend all meetings of the Board of Commissioners, except as excused by the mayor;
- (k) Keep the Board of Commissioners fully advised as to the future needs of the city;
- (l) Provide for staff support services for the mayor and councilmembers;
- (m) Submit updates and reports to the Board of Commissioners as requested;
- (n) Delegate authority as deemed appropriate; and
- (o) Perform such other duties as are specified in the position description, in this Code, by resolution or as may be required from time to time by the Board of Commissioners.
- (p) the administrator shall at all times remain subject to the ultimate authority of the Board of Commissioners as a whole and the individual Commissioners designated as being the charge of each department (public safety, public works, utilities, finance and revenue) and the mayor.



December 28, 2022

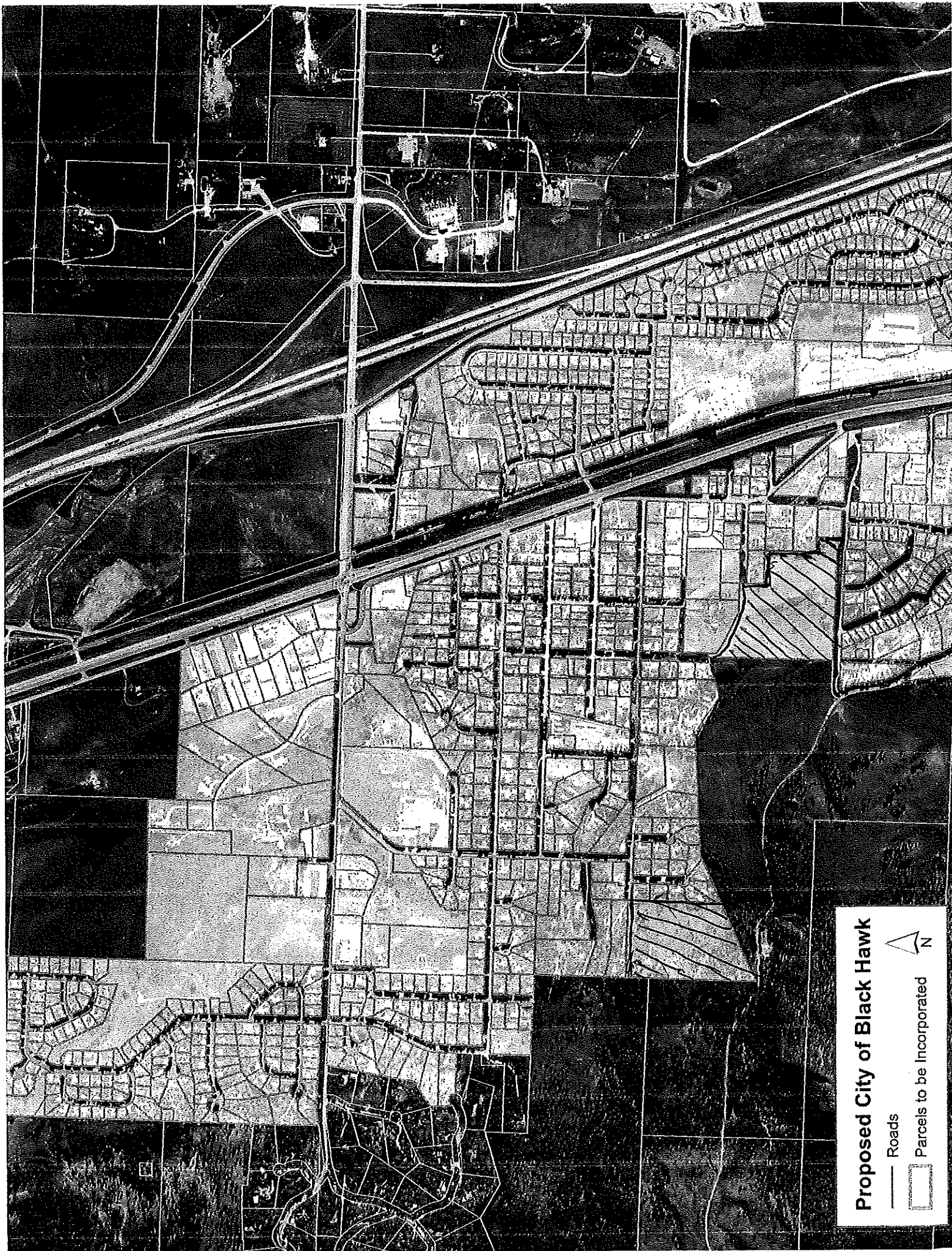
TO: City of Summerset

RE: Incorporation of Black Hawk

This letter is to inform you about our interest to incorporate Black Hawk. As per South Dakota Codified Law regarding this matter, we need to know if Summerset is interested in annexing Black Hawk in its entirety (as per map) and provide the services required to accomplish this annexation.

Thank you.

Jesse Lewis
Resident



Proposed City of Black Hawk

— Roads

▭ Parcels to be Incorporated



AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between City of Summerset, SD ("Owner") and RCS Construction, Inc. ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby 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: Construction of new wastewater treatment facilities including but not limited to cast in place concrete tanks, new process equipment, process piping, solids holding reed beds, erection of a greenhouse style enclosure, electrical, mechanical, instrumentation, controls, and site work.

ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Wastewater Treatment Plant Capacity Expansion

ARTICLE 3—ENGINEER

- 3.01 The Owner has retained HDR Engineering, Inc., Rapid City, SD ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by Engineer.

ARTICLE 4—CONTRACT TIMES

- 4.01 *Time is of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Dates*
- A. The Work will be substantially complete on or before December 15, 2023, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before January 12, 2024.
- B. The Contractor will be eligible for completion date time extensions for equipment procurement delays that impact the project's critical path work flow. Time extensions for equipment procurement delays beyond the contractor's control will be based on the amount of time the equipment was delayed and the original scheduled amount of time to complete work remaining after the critical path equipment install is complete.

4.05 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. *Substantial Completion:* Contractor shall pay Owner \$1,500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$750 for each day that expires after such time until the Work is completed and ready for final payment.
 4. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.
- 4.07 Owner reserves the right to withhold from payments due Contractor under the Contract amounts for liquidated damages (if any), special damages (if any), and performance damages (if any) in accordance with the Contract.

ARTICLE 5—CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit, \$11,610,000.

ARTICLE 6—PAYMENT PROCEDURES

- 6.01 *Submittal and Processing of Payments*
- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.
- 6.02 *Progress Payments; Retainage*
- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the 5th day of each month during performance of the Work as provided in

Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

- a. Ninety (90) percent of the value of the Work completed (with the balance being retainage).

- 1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

- b. Ninety (90) percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

- A. No interest will be paid for late payment regardless of the cause of the delay.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
 1. This Agreement.
 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).

3. General Conditions.
 4. Supplementary Conditions.
 5. Wage Determination Schedule.
 6. Statutory and Funding-Financing Entity Requirements.
 7. Specifications as listed in the table of contents of the project manual (copy of list attached).
 8. Drawings (not attached but incorporated by reference) consisting of 77 sheets with each sheet bearing the following general title: City of Summerset WWTP Expansion.
 9. Drawings listed on the attached sheet index.
 10. Addenda (numbers 1 to 2, inclusive).
 11. Exhibits to this Agreement (enumerated as follows):
 - a. Not Applicable
 12. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.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 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. 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.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner,

(b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

8.04 *American Iron and Steel*

- A. The Contractor acknowledges to and for the benefit of the City of Summerset, SD ("Purchaser") and the State of South Dakota (the "State") that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund and/or Drinking Water State Revolving Fund that have statutory requirements commonly known as "American Iron and Steel," that requires all of the iron and steel products used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on December 23, 2022 (which is the Effective Date of the Contract).

City of Summerset, SD
(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone: _____

Email: _____

(If Contractor is a corporation, attach evidence of authority to sign. If Contractor is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Contractor:

RCS Construction, Inc.
(typed or printed name of organization)

By: RC Skull II
(individual's signature)

Date: 12/23/22
(date signed)

Name: RC SKULL II
(typed or printed)

Title: PRESIDENT
(typed or printed)

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: Sophia Newman
(individual's signature)

Title: Admin
(typed or printed)

Address for giving notices:

PO Box 9337
Rapid City, SD 57709

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone: _____

Email: _____

License No.: _____
(where applicable)

State: _____



- Submitted 12/7/22

COMMUNITY PLANNING & DEVELOPMENT SERVICES

City of Summerset

12150 Siouxland Dr., Summerset, SD 57718

Phone: (605) 718-9858

Fax: (605) 718-9883

Web: www.summerset.us

APPLICATION FOR DEVELOPMENT REVIEW

REQUEST (please check all that apply)

- ☐ Annexation
- ☐ Comprehensive Plan Amendment
- ☐ Fence Height Exception
- ☐ Planned Development (Overlay)
 - ☐ Designation
 - ☐ Initial Plan ☐ Final Plan
 - ☐ Major Amendment
 - ☐ Minimal Amendment

- ☐ Subdivision
 - ☐ Layout Plan
 - ☐ Preliminary Plat
 - ☐ Final Plat
 - ☐ Minor Plat
- ☒ Variance
- ☐ Rezoning
- ☐ Road Name Change

- ☐ Conditional Use Permit
 - ☐ Major Amendment
 - ☐ Minimal Amendment
- ☐ Vacation
 - ☐ Utility / Drainage Easement
 - ☐ R.O.W. / Section Line Highway
 - ☐ Access / Non-Access
 - ☐ Planting Screen Easement
- ☐ OTHER (specify) _____

LEGAL DESCRIPTION (Attach additional sheets as necessary)

EXISTING

Tract A of Block 7, Summerset USA - 11160 Liberty Street, Summerset, SD

PROPOSED

LOCATION

Size of Site-Acres 4.7 acres

Square Footage 96,750

Proposed Zoning

DESCRIPTION OF REQUEST:

Variance request for one driveway to be 28.7 feet at mini storage facility

Utilities: Private / Public

Water

Sewer

HARDSHIP:

APPLICANT

Name RCS Construction Inc, - Josiah Scull

Phone 605-342-3787

Address 1314 Fountain Plaza Drive

E-mail josiah@rcsconst.com

City, State, Zip Rapid City, SD

PROJECT PLANNER - AGENT

Name

Phone

Address

E-mail

City, State, Zip

OWNER OF RECORD (If different from applicant)

Name RCS Storage LLC

Phone 605-209-0169

Address PO Box 9365

E-mail bobs@rcsconst.com

City, State, Zip Rapid City, SD 57709

Property Owner Signature

Date

Property Owner Signature

Date

Signature

Date

Signature

Date

Print Name: Josiah Scull

Print Name:

Title*: Project Manager

Title*:

*required for Corporations, Partnerships, etc.

FOR STAFF USE ONLY

ZONING
Current
North
South
East
West
Planner
File No.
Comp Plan
Received By:

- ☐ Sewer Utility
- ☐ Fire Department
- ☐ Public Works
- ☐ Planning
- ☐ Building Inspector
- ☐ Engineering
- ☐ City Code Enforcement
- ☐ Police
- ☐ City Attorney

- ☐ BHP&L
- ☐ Finance Officer
- ☐ Register of Deeds
- ☐ County - Planning
- ☐ SD DOT
- ☐ SD DENR
- ☐ Auditor - Annexation
- ☐ Drainage
- ☐ Parks & Recreation

- ☐ Diamond D Water
- ☐ Black Hills Water
- ☐ Other: _____
- ☐ Other: _____
- ☐ Other: _____
- ☐ Other: _____
- ☐

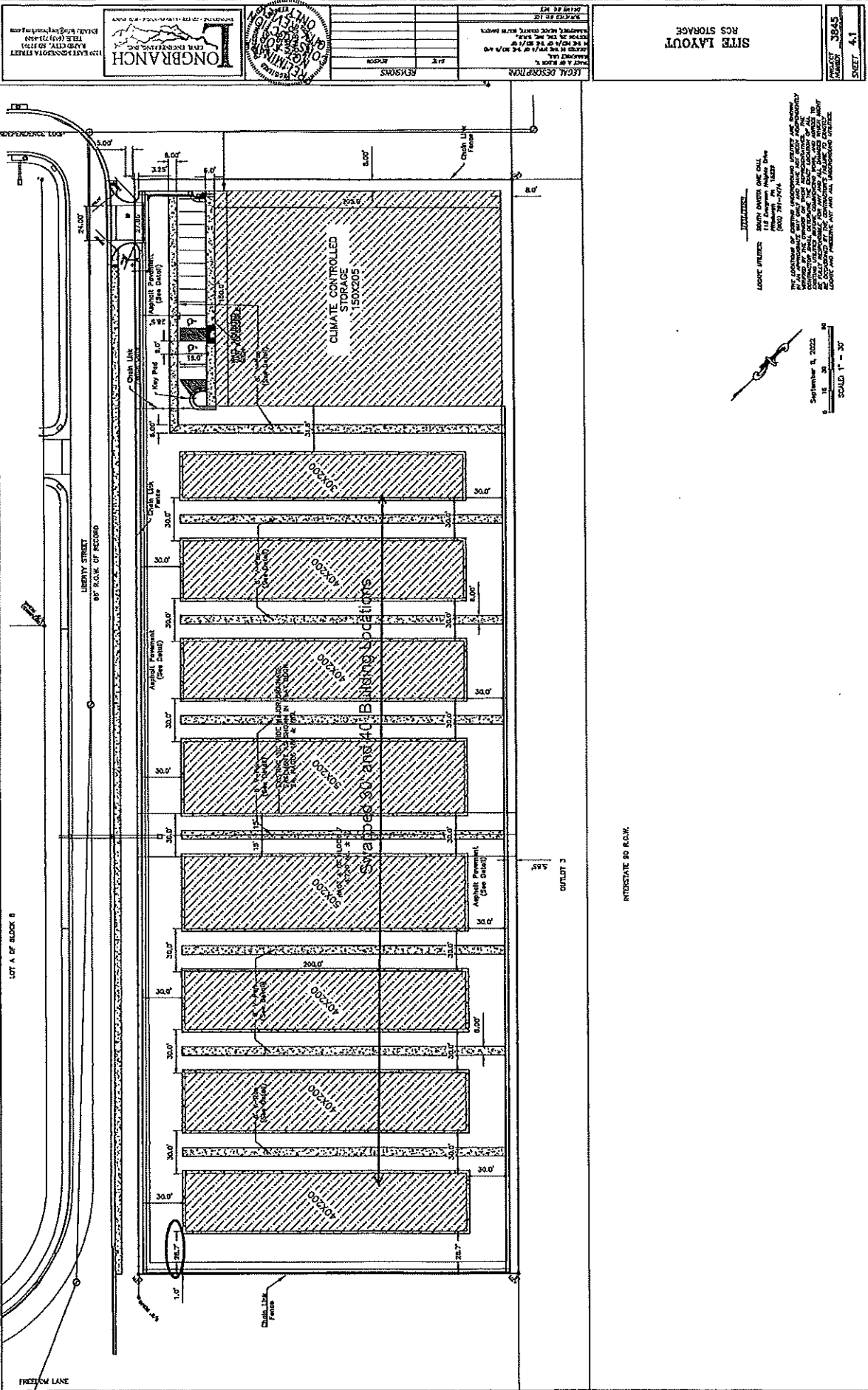
Board of Adjustments Meeting Date: _____

Date Paid: _____

Sign Deposit Received: _____ Amount: _____ Sign returned: _____

Payment Type: Cash ☐ Credit ☐ Check ☐

06/2015



SITE LAYOUT
RCS STORAGE

SHEET 4.1
PROJECT 3845

LEGAL DESCRIPTION
PLAT OF BLOCK 7
SECTION 16, T4N, R10E, S10W
COUNTY OF CLATSOP, WASH. STATE
ACRES 1.14
DATE 10/10/00

LONGBRANCH
ENGINEERING & ARCHITECTURE
1001 EAST 10TH AVENUE
PORTLAND, OREGON 97232
TEL: (503) 771-1111
FAX: (503) 771-1112

NOTES:
1. ALL DIMENSIONS ARE IN FEET AND INCHES.
2. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE ROAD.
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INTERSTATE 80 R.O.W.

OUTLET 2

LOT A OF BLOCK 8

FREEDOM LANE