

**Summerset City Commission
Regular Meeting
Summerset Municipal Building
7055 Leisure Lane
Thursday, January 8th, 2025, 6:00 P.M.**

Commissioner Osten called the regular meeting to order at 6:00 p.m. Commissioners Markham, Hirsch, and Pulscher were present, Mayor Kitzmiller was absent. The City Administrator, City Attorney, and Finance Officer were also present.

Commissioner Osten led in the Pledge of Allegiance.

Commissioner Markham gave the invocation.

Call for Changes

There were no declarations of conflict of interest.

Motion by Pulscher, second by Markham to approve the agenda of the regular meeting of the City of Summerset Commission for January 8th, 2026. Motion carried.

Citizen Input

No citizen input.

Consent Calendar

Approval of Minutes

Motion by Hirsch, second by Pulscher to approve the minutes of the meeting held on December 18th, 2025, as presented or amended. Motion carried.

Motion by Pulscher, second by Markham to approve the minutes of the special meeting held on December 31st, 2025, as presented or amended. Motion carried.

Approval of Claims

Motion by Hirsch, second by Pulscher to approve the claims in the amount \$214,224.91 from January 2nd, 2026, to January 5th, 2026. Motion carried.

A&B Business \$439.17; Ambrose, Jon \$50.00; Anglin, Mitch \$50.00; Axon Enterprise \$14,592.90; Birgen, Nicholin \$50.00; BH Energy \$6,725.75; Dakota Power \$1,746.25; DANR \$2,500.00; Doty, Jason \$50.00; Fischer, Lisa \$50.00; Hills Septic Service \$3,045.00; Hirsch, Clyde \$50.00; Garcia, Jaeson \$50.00; Kayl, Anthony \$50.00; Kitzmiller, Michael \$50.00; Markham, Gwenn \$50.00; Osten, Michael \$50.00; Pulscher, Jordan \$50.00; Schieffer, Lisa \$50.00; Servall Uniform \$235.18; Titan Machinery \$120,968.55; Western Truck \$11,380.00; SDRS \$11,853.54; SDRS Supplemental \$590.00; US Treasury \$20,530.55; Delta Dental \$822.80; Health Pool \$18,145.22

Approval of Payroll

Motion by Markham, second by Pulscher to approve the following payroll. Motion carried.

Dept. 4000 - \$13,880.58 Wastewater

Dept. 4110 - \$2,333.32 Commission

Dept. 4120 - \$1,916.67 Mayor

Dept. 4140 - \$12,269.90 Finance

Dept. 4210 - \$42,874.40 Police

Dept. 4310 - \$15,463.00 Streets

Dept. 4652 - \$400.00 Planning & Zoning

Utility Billing Adjustments

Motion by Pulscher, second by Markham to approve the utility adjustments of \$35.23 for the period of December 1st – December 31st, 2025.

Noted for the Record - Commission Reports are in the packet for viewing.

Variance - Lot 6 Heather Lane/Robbie Rohl

*Planning and Zoning recommended approval unanimously.

Motion by Pulscher, second by Markham to open discussion. Motion carried. The City Administrator, Lisa Schieffer explained the variance was for asphalt millings instead of asphalt for the driving surface. There will be a 20-foot concrete apron in front of each building. Motion by Markham, second by Hirsch to close discussion. Motion carried. Motion by Hirsch, second by Pulscher to approve the variance of Robbie Rohl. Motion carried.

Municipal Election

Motion by Markham, second by Pulscher to set the Municipal Election on June 2nd, 2026, in combination with Meade County. Motion carried.

Election Agreement for Combined Election with Meade County

Motion by Pulscher, second by Markham to open discussion. Motion carried.

The City Administrator, Lisa Schieffer, explained that with legislation that was passed in 2025 the city has to either have their election in June or November. There is no longer an option for the April election. It is beneficial to combine with Meade County, so citizens are not having to travel to different locations and everything is on one ballot. Motion by Markham to close discussion. Motion carried.

Motion by Markham, second by Pulscher to accept the Election Agreement for Combined Election with Meade County. Motion carried.

Notice of Vacancy

Approval of Terms

Motion by Hirsch, second by Pulscher to approve the terms of the Commissioner vacancies as follows:

Two (2) City Commissioner Seats – Both Three (3) Year Terms

Motion carried.

Official Newspaper

Approval of Designated Newspaper

Motion by Markham, second by Hirsch to approve the designation of Rapid City Journal as official newspaper for 2026. Motion carried.

Appointment of Planning & Zoning Board Members

Motion by Markham, second by Pulscher to appoint Brittini Bjorum and Mike Martin to three-year terms. Motion carried.

Motion by Pulscher, second by Markham to appoint David Brenneman to a one-year term as alternate. Motion carried.

Appointment of City Officials

Motion by Markham, second by Hirsch to appoint City Attorney Mike Wheeler. Motion carried.

Motion by Pulscher, second by Markham to appoint City Finance Officer Lisa Fischer. Motion carried.

Motion by Hirsch, second by Pulscher to appoint City Engineering Firms HDR and Hermanson Egge. Motion carried.

Establish the amount of the Finance Officer's Bond SDCL 9-14-6.1

Motion by Hirsch, second by Pulscher to set the bond for one hundred and fifty thousand per second class municipality. Motion carried.

Authorizing Bank Depository

Motion by Hirsch, second by Markham to the approval of Bank West with the following authorized signers as the authorized bank depository; Mayor, President of Commission, City Administrator, Finance Commissioner and City Finance Officer. Motion carried.

Resolution 2026-01 Setting the Salary & Wages for the City of Summerset for 2026

Motion by Pulscher, second by Markham to approve Resolution 2026-01. Motion carried.

Rescind Motion of October 9th Regarding Unclaimed Property to the State of SD

Motion by Markham, second by Pulscher to open discussion. Motion carried.

The City Administrator, Lisa Schieffer explained that the Motion of October 9th had a different number & amount than what was reported and sent to the State. Motion by Pulscher, second by Markham to close discussion.

Motion carried. Motion by Markham, second by Pulscher to rescind the motion of October 9th regarding Unclaimed Property to the State of SD. Motion carried.

Change Order #1- WWTP Reed Beds

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

Wastewater Superintendent Jon Ambrose explained that there was an oversight by the engineers on how much material was needed to finish the Reed Bed project.

Motion by Pulscher, second by Markham to close discussion. Motion carried.

Motion by Hirsch, second by Markham to accept Change Order #1-WWTP Reed Beds. Motion carried.

Renewal of Eligibility for Federal Surplus Property

Motion by Markham, second by Pulscher to open discussion. Motion carried.

The

City Administrator, Lisa Schieffer, explained that we don't use the Federal Surplus Property very much, but we should keep access in case we do find something. She recommended that Rich Nasser, Anthony Kayl, Jon Ambrose, and herself be the individuals to have access.

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

Motion by Pulscher, second by Markham to renew the eligibility for Federal Surplus Property with the above stated Department Heads mentioned. Motion carried.

Establishing Doctors for Evaluations – Police Department

Motion by Markham, second by Pulscher to open discussion. Motion carried.

Commissioner Markham stated that the Police Department would be using Dr. Thom Flamboe (\$600) for psych evals and Dr. Eric Fausch (\$200) for medical evals.

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

Motion by Markham, second by Pulscher to approve Dr. Thom Flamboe and Dr. Eric Fausch to perform the psych evals and medical evals. Motion carried.

Resignation – Police Department

Motion by Markham, second by Hirsch to approve the resignation of Anna Hamelin effective for January 6th, 2026.
Motion carried.

Pay Rate Change – Police Department

Motion by Markham, second by Pulscher to approve the pay rate change for Scott Johnson to \$28.88 effective January 26th, 2026.

Information Only on Bulk Sewer Rates

Sewer rates will be going up effective January 1st, 2026, as approved by the Commission per our Sewer Rate Study and will show up on the January 25th mailing as follows:

- RESIDENTIAL SEWER \$36.00 effective January 1st \$37.80
- DEBT RESERVE \$2.20 effective January 1st \$2.30
- SRF DEBT LOAN \$7.90 effective January 1st \$8.30
- MAINTENANCE RESERVE FEE \$4.50 effective January 1st \$4.75
- COMMERCIAL .00525 effective January 1st .00551

*Garbage will stay at the same rate of \$18.00

Upcoming Events

City Offices will be closed on Monday, January 19th in observance of Martin Luther King Day.

Executive Session – none

Adjournment

Motion by Hirsch, second by Pulscher to adjourn at 6:33 p.m. Motion carried.

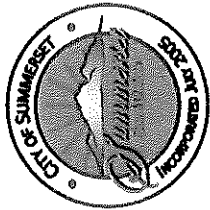
(SEAL)

ATTEST:

Lisa Fischer
Finance Officer

Michael Kitzmiller
Mayor

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



City of Summerset, SD

Refund Check Register

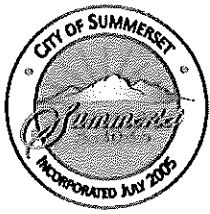
Refund Check Detail

UBPKT00674 - Refunds 0 UBPKT00672 Regular

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
01-0202-01	Woldt, Mitchell	1/22/2026	28357	8.33			8.33	Generated From Billing
01-0204-00	VanVleck, Casey	1/22/2026	28358	8.62			8.62	Generated From Billing
02-0556-01	Zautke, Kathryn	1/22/2026	28359	25.94			25.94	Generated From Billing
02-0623-16	McAlister, Brianna	1/22/2026	28360	65.06			65.06	Generated From Billing
Total Refunded Amount:				107.95				

Revenue Code Summary

Revenue Code	Amount
996 - 996 Unapplied Credits	107.95
Revenue Total:	107.95



City of Summerset, SD

Payable Register

Payable Detail by Vendor Name

Packet: APPKT00270 - 01.22.26 AP

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total	
Payable Description	Bank Code				On Hold						
Vendor: 1415 - A TO Z Shredding										Vendor Total:	63.54
13795829T935	Invoice	1/22/2026	1/22/2026	1/22/2026	1/22/2026	63.54	0.00	0.00	0.00	63.54	
Shredding Services	BANKW - BANK WEST				No						
Items											
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total		
Shredding Services	NA		0.00	0.00	63.54	0.00	0.00	0.00	63.54		
Distributions											
Account Number	Account Name		Project Account Key		Amount	Percent					
101-4192-42200	Prof Fees Expense				63.54	100.00%					
Vendor: 1414 - American Legal										Vendor Total:	525.00
48554	Invoice	1/22/2026	1/22/2026	1/22/2026	1/22/2026	525.00	0.00	0.00	0.00	525.00	
Internet Renewal 2/25/26-2/25/27	BANKW - BANK WEST				No						
Items											
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total		
Internet Renewal 2/25/26-2/25/27	NA		0.00	0.00	525.00	0.00	0.00	0.00	525.00		
Distributions											
Account Number	Account Name		Project Account Key		Amount	Percent					
101-4652-42200	Prof Fees Expense				525.00	100.00%					
Vendor: 1363 - Axon Enterprise, Inc.										Vendor Total:	31,871.66
INUS414243	Invoice	1/22/2026	1/22/2026	1/22/2026	1/22/2026	12,453.60	0.00	0.00	0.00	12,453.60	
Fleet 3 Advanced Renewal	BANKW - BANK WEST				No						
Items											
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total		
Fleet 3 Advanced Renewal	NA		0.00	0.00	12,453.60	0.00	0.00	0.00	12,453.60		
Distributions											
Account Number	Account Name		Project Account Key		Amount	Percent					
101-4210-42203	Axon Fleet				12,453.60	100.00%					
INUS414935	Invoice	1/22/2026	1/22/2026	1/22/2026	1/22/2026	3,366.02	0.00	0.00	0.00	3,366.02	
Fleet 3 Advanced	BANKW - BANK WEST				No						
Items											
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total		
Fleet 3 Advanced	NA		0.00	0.00	3,366.02	0.00	0.00	0.00	3,366.02		
Distributions											
Account Number	Account Name		Project Account Key		Amount	Percent					
101-4210-42203	Axon Fleet				3,366.02	100.00%					
INUS415096	Invoice	1/22/2026	1/22/2026	1/22/2026	1/22/2026	16,052.04	0.00	0.00	0.00	16,052.04	
Fleet 3 Advanced	BANKW - BANK WEST				No						
Items											
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total		
Fleet 3 Advanced	NA		0.00	0.00	16,052.04	0.00	0.00	0.00	16,052.04		
Distributions											
Account Number	Account Name		Project Account Key		Amount	Percent					
101-4210-42203	Axon Fleet				16,052.04	100.00%					
Vendor: 1866 - Baumeister, Stephany										Vendor Total:	1,068.75
0005	Invoice	1/22/2026	1/22/2026	1/22/2026	1/22/2026	1,068.75	0.00	0.00	0.00	1,068.75	
Consulting Services	BANKW - BANK WEST				No						

Payable Register

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total	
Payable Description		Bank Code	On Hold								
Item Description		Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
Consulting Services		NA	0.00	0.00	1,068.75	0.00	0.00	0.00	1,068.75		
Distributions											
Account Number	Account Name	Project Account Key			Amount	Percent					
101-4140-42200	Prof Fees Expense				1,068.75	100.00%					

Vendor: 0025 - Black Hawk Fire Department Vendor Total: 1,500.00

1.12.26	Invoice	1/22/2026	1/22/2026	1/22/2026	1/22/2026	1,500.00	0.00	0.00	0.00	1,500.00
2026 Allocation		BANKW - BANK WEST			No					

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
2026 Allocation	NA	0.00	0.00	1,500.00	0.00	0.00	0.00	1,500.00
Distributions								
Account Number	Account Name	Project Account Key			Amount	Percent		
101-4220-42900	Other Expense				1,500.00	100.00%		

Vendor: 0021 - Black Hawk Water Users District Vendor Total: 43.00

1.07.26-1476.1637.960	Invoice	1/22/2026	1/22/2026	1/22/2026	1/22/2026	43.00	0.00	0.00	0.00	43.00
Monthly Usage		BANKW - BANK WEST			No					

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Monthly Usage-City Park	NA	0.00	0.00	2.50	0.00	0.00	0.00	2.50
Distributions								
Account Number	Account Name	Project Account Key			Amount	Percent		
101-4520-42800	Utility Expense				2.50	100.00%		

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Monthly Usage-Castlewood City Park	NA	0.00	0.00	2.50	0.00	0.00	0.00	2.50
Distributions								
Account Number	Account Name	Project Account Key			Amount	Percent		
101-4192-42800	Utility Expense				2.50	100.00%		

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Monthly Usage-City of Summerset	NA	0.00	0.00	38.00	0.00	0.00	0.00	38.00
Distributions								
Account Number	Account Name	Project Account Key			Amount	Percent		
101-4192-42800	Utility Expense				38.00	100.00%		

Vendor: 0181 - Black Hills COUNCIL OF LOCAL GOVERNMENT Vendor Total: 1,655.00

784	Invoice	1/22/2026	1/22/2026	1/22/2026	1/22/2026	1,655.00	0.00	0.00	0.00	1,655.00
2026 Assessment Dues		BANKW - BANK WEST			No					

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
2026 Assessment Dues	NA	0.00	0.00	1,655.00	0.00	0.00	0.00	1,655.00
Distributions								
Account Number	Account Name	Project Account Key			Amount	Percent		
101-4652-42201	Dues/Subscriptions				1,655.00	100.00%		

Vendor: 1504 - CBH CO-OP Vendor Total: 3,216.46

12.31.25-200372	Invoice	1/22/2026	1/22/2026	1/22/2026	1/22/2026	3,216.46	0.00	0.00	0.00	3,216.46
Government Fuel		BANKW - BANK WEST			No					

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Government Fuel	NA	0.00	0.00	1,490.72	0.00	0.00	0.00	1,490.72
Distributions								
Account Number	Account Name	Project Account Key			Amount	Percent		
101-4210-42611	Fuel Expense				1,490.72	100.00%		

Payable Register

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description		Bank Code	On Hold							
Item Description		Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total	
Government Fuel Distributions		NA	0.00	0.00	1,725.74	0.00	0.00	0.00	1,725.74	
Account Number	Account Name	Project Account Key		Amount	Percent					
101-4310-42611	Fuel Expense			1,725.74	100.00%					

Vendor: 0036 - City of Rapid City Vendor Total: 5,896.08

2601006	Invoice	1/22/2026	1/22/2026	1/22/2026	1/22/2026	5,896.08	0.00	0.00	0.00	5,896.08
Solid Waste Disposal		BANKW - BANK WEST	No							
Item Description		Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total	
Solid Waste Disposal		NA	0.00	0.00	5,896.08	0.00	0.00	0.00	5,896.08	
Account Number	Account Name	Project Account Key		Amount	Percent					
101-4320-43230	Solid Waste Collection			5,896.08	100.00%					

Vendor: 0120 - City of Sturgis Vendor Total: 55.00

17326	Invoice	1/22/2026	1/22/2026	1/22/2026	1/22/2026	55.00	0.00	0.00	0.00	55.00
Animal Shelter Fees		BANKW - BANK WEST	No							
Item Description		Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total	
Animal Shelter Fees		NA	0.00	0.00	55.00	0.00	0.00	0.00	55.00	
Account Number	Account Name	Project Account Key		Amount	Percent					
101-4410-43350	Humane Society			55.00	100.00%					

Vendor: 0765 - Demersseman Jensen Tellinghuisen & Huffman, LLP Vendor Total: 1,665.00

40476	Invoice	1/22/2026	1/22/2026	1/22/2026	1/22/2026	1,665.00	0.00	0.00	0.00	1,665.00
Professional Services-legal		BANKW - BANK WEST	No							
Item Description		Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total	
Professional Services-legal		NA	0.00	0.00	1,665.00	0.00	0.00	0.00	1,665.00	
Account Number	Account Name	Project Account Key		Amount	Percent					
101-4141-42200	Prof Fees Expense			1,665.00	100.00%					

Vendor: 2109 - Elevate Rapid City Vendor Total: 75.00

21925	Invoice	1/22/2026	1/22/2026	1/22/2026	1/22/2026	75.00	0.00	0.00	0.00	75.00
Market Research Report		BANKW - BANK WEST	No							
Item Description		Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total	
Market Research Report		NA	0.00	0.00	75.00	0.00	0.00	0.00	75.00	
Account Number	Account Name	Project Account Key		Amount	Percent					
211-4650-42200	Prof Fees Expense			75.00	100.00%					

Vendor: 0246 - Golden West Technologies Vendor Total: 4,391.93

40001932	Invoice	1/22/2026	1/22/2026	1/22/2026	1/22/2026	4,391.93	0.00	0.00	0.00	4,391.93
Comprehensive Services		BANKW - BANK WEST	No							
Item Description		Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total	
Comprehensive Services		NA	0.00	0.00	4,391.93	0.00	0.00	0.00	4,391.93	
Account Number	Account Name	Project Account Key		Amount	Percent					
101-4192-42201	Dues/Subscriptions			4,391.93	100.00%					

Payable Register

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					

Vendor: 1133 - HDR Engineering, Inc **Vendor Total: 7,298.18**

09-JAN-2026	Invoice	1/22/2026	1/22/2026	1/22/2026	1/22/2026	772.50	0.00	0.00	0.00	772.50
2025 General Engineering Services	BANKW - BANK WEST				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
2025 General Engineering Services	NA	0.00	0.00	772.50	0.00	0.00	0.00	772.50

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
101-4196-42200	Prof Fees Expense		772.50	100.00%

1200789415 Invoice 1/22/2026 1/22/2026 1/22/2026 1/22/2026 6,525.68 0.00 0.00 0.00 6,525.68

Reed Bed Expansion-WWTP BANKW - BANK WEST No

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Reed Bed Expansion-WWTP	NA	0.00	0.00	6,525.68	0.00	0.00	0.00	6,525.68

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
604-4000-42200	Prof Fees Expense		6,525.68	100.00%

Vendor: 1287 - Hills Septic Service Go Pro **Vendor Total: 3,045.00**

113064 Invoice 1/22/2026 1/22/2026 1/22/2026 1/22/2026 3,045.00 0.00 0.00 0.00 3,045.00

Pumped 6 loads from WWTP BANKW - BANK WEST No

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Pumped 6 loads from WWTP	NA	0.00	0.00	3,045.00	0.00	0.00	0.00	3,045.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
604-4000-42650	Sludge Hauling		3,045.00	100.00%

Vendor: 2100 - KC Trailers **Vendor Total: 15,000.00**

2359 Invoice 1/22/2026 1/22/2026 1/22/2026 1/22/2026 15,000.00 0.00 0.00 0.00 15,000.00

Purchase '26 Dump Trailer BANKW - BANK WEST No

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Purchase '26 Dump Trailer	NA	0.00	0.00	15,000.00	0.00	0.00	0.00	15,000.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
101-4310-43400	Equip Expense		15,000.00	100.00%

Vendor: 0015 - LEADS ON LINE **Vendor Total: 2,286.00**

422182 Invoice 1/22/2026 1/22/2026 1/22/2026 1/22/2026 2,286.00 0.00 0.00 0.00 2,286.00

Investigation System-ID 7424 BANKW - BANK WEST No

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Investigation System-ID 7424	NA	0.00	0.00	2,286.00	0.00	0.00	0.00	2,286.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
101-4210-42201	Dues/Subscriptions		2,286.00	100.00%

Vendor: 0937 - MDU **Vendor Total: 1,710.10**

14393310009-Jan-9 Invoice 1/22/2026 1/22/2026 1/22/2026 1/22/2026 56.54 0.00 0.00 0.00 56.54

Recreational Dr. BANKEFT - BANK WEST EFT No Payment Date: 2/2/2026 Bank Draft: DFT0000432

Payable Register

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
19146935150-Jan. 9	Invoice	1/22/2026	1/22/2026	1/22/2026	1/22/2026	144.21	0.00	0.00	0.00	144.21
PW Bldg.	BANKEFT - BANK WEST EFT				No	Payment Date: 2/2/2026		Bank Draft:		DFT0000431
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Recreational Dr. Distributions	NA		0.00	0.00	56.54	0.00	0.00	0.00	56.54	
Account Number	Account Name	Project Account Key			Amount	Percent				
604-4000-42800	Utility Expense				56.54	100.00%				
33374310002-Jan. 9	Invoice	1/22/2026	1/22/2026	1/22/2026	1/22/2026	61.74	0.00	0.00	0.00	61.74
Sewer Lift Station	BANKEFT - BANK WEST EFT				No	Payment Date: 2/2/2026		Bank Draft:		DFT0000430
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
PW Bldg. Distributions	NA		0.00	0.00	144.21	0.00	0.00	0.00	144.21	
Account Number	Account Name	Project Account Key			Amount	Percent				
101-4310-42800	Utility Expense				144.21	100.00%				
4480366827-Jan. 9	Invoice	1/22/2026	1/22/2026	1/22/2026	1/22/2026	374.13	0.00	0.00	0.00	374.13
City Hall	BANKEFT - BANK WEST EFT				No	Payment Date: 2/2/2026		Bank Draft:		DFT0000429
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
City Hall Distributions	NA		0.00	0.00	374.13	0.00	0.00	0.00	374.13	
Account Number	Account Name	Project Account Key			Amount	Percent				
101-4192-42800	Utility Expense				374.13	100.00%				
70173310007-Jan. 9	Invoice	1/22/2026	1/22/2026	1/22/2026	1/22/2026	1,073.48	0.00	0.00	0.00	1,073.48
Farm Tap	BANKEFT - BANK WEST EFT				No	Payment Date: 2/2/2026		Bank Draft:		DFT0000428
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Farm Tap Distributions	NA		0.00	0.00	1,073.48	0.00	0.00	0.00	1,073.48	
Account Number	Account Name	Project Account Key			Amount	Percent				
604-4000-42800	Utility Expense				1,073.48	100.00%				

Vendor: 1101 - Meade County Auditor

Vendor Total: 4,505.26

Dec. 25	Invoice	1/22/2026	1/22/2026	1/22/2026	1/22/2026	4,505.26	0.00	0.00	0.00	4,505.26
Dec. 25 Dispatch Expense	BANKW - BANK WEST				No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Dec. 25 Dispatch Expense Distributions	NA		0.00	0.00	4,505.26	0.00	0.00	0.00	4,505.26	
Account Number	Account Name	Project Account Key			Amount	Percent				
101-4210-42820	Dispatch Expense				4,505.26	100.00%				

Vendor: 2110 - Midwest Assistance Program

Vendor Total: 500.00

SD-1092	Invoice	1/22/2026	1/22/2026	1/22/2026	1/22/2026	500.00	0.00	0.00	0.00	500.00
Infrastructure Mapping Mgmt.	BANKW - BANK WEST				No					

Payable Register

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Infrastructure Mapping Mgmt.	NA		0.00	0.00	500.00	0.00	0.00	0.00	500.00	
Distributions										
Account Number	Account Name		Project	Account Key	Amount	Percent				
101-4310-42200	Prof Fees Expense				500.00	100.00%				

Vendor: 1291 - RCS Construction Inc Vendor Total: 8,152.00

202501.42	Invoice	1/22/2026	1/22/2026	1/22/2026	1/22/2026	8,152.00	0.00	0.00	0.00	8,152.00
Greenhouse Temporary Repairs	BANKW - BANK WEST				No					

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Greenhouse Temporary Repairs	NA	0.00	0.00	8,152.00	0.00	0.00	0.00	8,152.00
Distributions								
Account Number	Account Name		Project	Account Key	Amount	Percent		
604-4000-42500	Repair/Maint Expense				8,152.00	100.00%		

Vendor: 1390 - SD Department of Labor Vendor Total: 1,659.00

41001.0-3	Invoice	1/22/2026	1/22/2026	1/22/2026	1/22/2026	1,659.00	0.00	0.00	0.00	1,659.00
Unemployment-Schrock	BANKW - BANK WEST				No					

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Unemployment-Schrock	NA	0.00	0.00	1,659.00	0.00	0.00	0.00	1,659.00
Distributions								
Account Number	Account Name		Project	Account Key	Amount	Percent		
101-4140-42900	Other Expense				1,659.00	100.00%		

Vendor: 0167 - SD Department of Revenue Vendor Total: 1,151.61

Dec. 2025	Invoice	1/22/2026	1/22/2026	1/22/2026	1/22/2026	1,151.61	0.00	0.00	0.00	1,151.61
Dec. 2025 Sales Tax	BANKEFT - BANK WEST EFT				No	Payment Date: 1/26/2026		Bank Draft: DFT0000433		

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Dec. 2025 Sales Tax	NA	0.00	0.00	1,151.61	0.00	0.00	0.00	1,151.61
Distributions								
Account Number	Account Name		Project	Account Key	Amount	Percent		
101-0000-21700	Sales Tax Payable				1,151.61	100.00%		

Vendor: 0018 - SD One Call Vendor Total: 21.00

SD25-03826	Invoice	1/22/2026	1/22/2026	1/22/2026	1/22/2026	21.00	0.00	0.00	0.00	21.00
Message Fees Dec. 2025	BANKW - BANK WEST				No					

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Message Fees Dec. 2025	NA	0.00	0.00	21.00	0.00	0.00	0.00	21.00
Distributions								
Account Number	Account Name		Project	Account Key	Amount	Percent		
101-4232-42900	Other Expense				21.00	100.00%		

Vendor: 0072 - SD PUBLIC ASSURANCE ALLIANCE Vendor Total: 98,592.19

32060-4221	Invoice	1/22/2026	1/22/2026	1/22/2026	1/22/2026	98,592.19	0.00	0.00	0.00	98,592.19
2026 Insurance Renewal	BANKW - BANK WEST				No					

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
2026 Insurance Renewal-Mayor	NA	0.00	0.00	73.41	0.00	0.00	0.00	73.41
Distributions								
Account Number	Account Name		Project	Account Key	Amount	Percent		
101-4120-42100	Other Ins Expense				73.41	100.00%		

Payable Register

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
2026 Insurance Renewal-Commission	NA		0.00	0.00	293.65	0.00	0.00	0.00	293.65	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
<u>101-4110-42100</u>	Other Ins Expense				293.65	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
2026 Insurance Renewal-Park	NA		0.00	0.00	971.91	0.00	0.00	0.00	971.91	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
<u>101-4520-42100</u>	Other Ins Expense				971.91	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
2026 Insurance Renewal-Finance	NA		0.00	0.00	7,910.14	0.00	0.00	0.00	7,910.14	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
<u>101-4140-42100</u>	Other Ins Expense				7,910.14	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
2026 Insurance Renewal-Police	NA		0.00	0.00	28,735.74	0.00	0.00	0.00	28,735.74	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
<u>101-4210-42100</u>	Other Ins Expense				28,735.74	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
2026 Insurance Renewal-Sewer	NA		0.00	0.00	25,450.99	0.00	0.00	0.00	25,450.99	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
<u>604-4000-42100</u>	Other Ins Expense				25,450.99	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
2026 Insurance Renewal-Govt. Bldg	NA		0.00	0.00	10,044.73	0.00	0.00	0.00	10,044.73	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
<u>101-4192-42100</u>	Other Ins Expense				10,044.73	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
2026 Insurance Renewal-Streets	NA		0.00	0.00	24,744.56	0.00	0.00	0.00	24,744.56	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
<u>101-4310-42100</u>	Other Ins Expense				24,744.56	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
2026 Insurance Renewal-P & Z	NA		0.00	0.00	367.06	0.00	0.00	0.00	367.06	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
<u>101-4652-42100</u>	Other Ins Expense				367.06	100.00%				

Vendor: 1318 - SDML

Vendor Total: 15.00

<u>200003752</u>	Invoice	1/22/2026	1/22/2026	1/22/2026	1/22/2026	15.00	0.00	0.00	0.00	15.00
Street Maint. Membership		BANKW - BANK WEST			No					

Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Street Maint. Membership	NA		0.00	0.00	15.00	0.00	0.00	0.00	15.00	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
<u>101-4310-42201</u>	Dues/Subscriptions				15.00	100.00%				

Payable Register

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					

Vendor: 1023 - Tyler Technologies Vendor Total: 568.75

<u>025-539336</u>	Invoice	1/22/2026	1/22/2026	1/22/2026	1/22/2026	568.75	0.00	0.00	0.00	568.75
Insite Fees	BANKW - BANK WEST				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Insite Fees	NA	0.00	0.00	568.75	0.00	0.00	0.00	568.75

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
<u>604-4000-42920</u>	Tyler Technologies Transaction Fees		568.75	100.00%

Vendor: 0202 - Western Communications Inc. Vendor Total: 120.00

<u>23498</u>	Invoice	1/22/2026	1/22/2026	1/22/2026	1/22/2026	120.00	0.00	0.00	0.00	120.00
2020 Ford Explorer	BANKW - BANK WEST				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
2020 Ford Explorer	NA	0.00	0.00	120.00	0.00	0.00	0.00	120.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
<u>101-4210-42500</u>	Repair/Maint Expense		120.00	100.00%

Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	35	196,650.51	0.00	0.00	0.00	196,650.51	2,861.71	193,788.80
Grand Total:		196,650.51	0.00	0.00	0.00	196,650.51	2,861.71	193,788.80

Account Summary

Account	Name	Amount
<u>101-0000-21700</u>	Sales Tax Payable	1,151.61
<u>101-4110-42100</u>	Other Ins Expense	293.65
<u>101-4120-42100</u>	Other Ins Expense	73.41
<u>101-4140-42100</u>	Other Ins Expense	7,910.14
<u>101-4140-42200</u>	Prof Fees Expense	1,068.75
<u>101-4140-42900</u>	Other Expense	1,659.00
<u>101-4141-42200</u>	Prof Fees Expense	1,665.00
<u>101-4192-42100</u>	Other Ins Expense	10,044.73
<u>101-4192-42200</u>	Prof Fees Expense	63.54
<u>101-4192-42201</u>	Dues/Subscriptions	4,391.93
<u>101-4192-42800</u>	Utility Expense	414.63
<u>101-4196-42200</u>	Prof Fees Expense	772.50
<u>101-4210-42100</u>	Other Ins Expense	28,735.74
<u>101-4210-42201</u>	Dues/Subscriptions	2,286.00
<u>101-4210-42203</u>	Axon Fleet	31,871.66
<u>101-4210-42500</u>	Repair/Maint Expense	120.00
<u>101-4210-42611</u>	Fuel Expense	1,490.72
<u>101-4210-42820</u>	Dispatch Expense	4,505.26
<u>101-4220-42900</u>	Other Expense	1,500.00
<u>101-4232-42900</u>	Other Expense	21.00
<u>101-4310-42100</u>	Other Ins Expense	24,744.56
<u>101-4310-42200</u>	Prof Fees Expense	500.00
<u>101-4310-42201</u>	Dues/Subscriptions	15.00
<u>101-4310-42611</u>	Fuel Expense	1,725.74
<u>101-4310-42800</u>	Utility Expense	144.21
<u>101-4310-43400</u>	Equip Expense	15,000.00
<u>101-4320-43230</u>	Solid Waste Collection	5,896.08
<u>101-4410-43350</u>	Humane Society	55.00
<u>101-4520-42100</u>	Other Ins Expense	971.91
<u>101-4520-42800</u>	Utility Expense	2.50
<u>101-4652-42100</u>	Other Ins Expense	367.06
<u>101-4652-42200</u>	Prof Fees Expense	525.00
<u>101-4652-42201</u>	Dues/Subscriptions	1,655.00
	Total:	151,641.33

Account	Name	Amount
<u>211-4650-42200</u>	Prof Fees Expense	75.00
	Total:	75.00

Account	Name	Amount
<u>604-4000-42100</u>	Other Ins Expense	25,450.99
<u>604-4000-42200</u>	Prof Fees Expense	6,525.68
<u>604-4000-42500</u>	Repair/Maint Expense	8,152.00
<u>604-4000-42650</u>	Sludge Hauling	3,045.00
<u>604-4000-42800</u>	Utility Expense	1,191.76
<u>604-4000-42920</u>	Tyler Technologies Tranaction Fees	568.75
	Total:	44,934.18

DECEMBER

Sanitation

Hauled Solid Waste, Recycling, Cardboard and yard waste. Delivered cans to residents as needed. Performed maintenance on solid waste equipment. Washed trash cans as needed. Placed yard waste cans from Christmas and wind storm cleanup.

Public works

Performed maintenance on public works equipment. Had numerous conversations with the Public Works Commissioner, City Staff and Mayor. Spoke with HDR about various issues. Attended Norman Ranch Meetings Spoke with Developer concerning turnaround. Removed old streetlights replaced street signs damaged by wind storm.

Code enforcement

Investigated continuing violation.

Parks

Removed snow from sidewalk

Miscellaneous

Cleaned snow from City Hall. Attended DOT meeting at Stagebarn Middle School.

December 2025 Wastewater Department report

Daily Operations

12-1 Contacted Rapid City Water Reclamation Plant about accepting sludge.
12-1 Phone conference with Commissioner Hirsch.
12-1 Submitted DMR report to DANR.
12-1 Replaced SBR #2 influent actuator.
12-3 Reed Bed project construction meeting with HDR and Black River.
12-5 Contacted Hills Septic about accepting sludge. Set up schedule for sludge removal.
12-9 SBR #4 mixer circuit breaker popped multiple times. Contacted RCS about issue. RCS will relay to Muth.
12-15 Muth replaced 2 burned wires on SBR #4 mixer.
12-15 Phone conference with Commissioner Hirsch.
12-17 Reed Bed project construction meeting with HDR and Black River.
12-18 Contacted RCS to assess damages and temporary repairs to Greenhouse #1 due to wind damage.
12-22 Meter readings for sewer billing.
12-25 Comms failure Summerset Lift.
12-29 Dakota Pump replaced faulty wire on Summerset Lift control panel.
12-31 RCS replaced Influent valve #2.
Responded to 11 requests for utility location
Treated 5.0 Million gallons of wastewater with a daily average of 160 thousand gallons.

Special Projects

Misc

DECEMBER 2025 City Administrator Report

ECONOMIC DEVELOPMENT

- Visited with B. Block regarding updates on projects in Summerset.
- Visited with P. Olsen regarding setting up a meeting to discuss econ. Development with B. Block.
- Completed the Community Development Block Survey by Dakota Resources.

GRANTS

- Extra documentation needed on generator grants for next step. Worked with A. Kayl and J. Ambrose to get the paperwork needed.
- Researched upcoming municipal grant funding.

PLANNING & ZONING

- L. Tollefson – information on 10400 Recreational Drive, zoning verification, violations, site plans and certificate of occupancy.
- Visited with citizen regarding zoning/ordinances involving mining operations.
- Visited with W. Rice regarding SDDOT exit 48 meeting.
- Norman Ranch Zoom meeting updates.
- Met with A. Kayl for follow up on property on Anderson Road, Waldan Road and Norman Ranch section line.
- Visited with S. Delbert on property/electrical on Anderson Road.
- Visited with W. Shull regarding fence between Trailswest and City of Summerset.
- Visited with A. Kayl on ownership of fence located between Trailswest and City of Summerset.
- Agenda and one meeting for Planning and Zoning.
- Visited with M. Vallone on subdividing a 40 acre lot.
- Follow up with D. Rath and Baseline on preliminary plat Burr Oaks.
- Follow up on building permit documents with B. Hagg.
- Visited with S. Syverson on approach permit for Norman Avenue.
- Visited with T. Vig on Syverson property.
- Variance hearings on R. Rohl property.
- Lost a planning and zoning board member. M. Martin to fill the role, confirmation made on an alternate.

MISC.

- Visited with J. Ambrose on sludge needing to be hauled from the reed beds since they are full.
- Worked on drafting courtesy notice door hangers for Code Enforcement.
- Worked on billing, interest payments and journal entries to be made by the end of FY 2025.
- Attended the SDDOT Exit 48 Meeting at Stagebarn Middle School.
- Complaint received on ice on roadway – sent to Public Works.
- Visited with Mayor Kitzmiller on several different items and updates.
- Completed Franchise Ordinance publications and sent back the signed copy to MDU.
- Drafted resolution 2025-13.
- Worked on unclaimed property with the State of South Dakota/no check received.
- Drafted invoices for two crashes and property damage.
- Visited with Mayor regarding wind damage to the WWTP Greenhouse.
- Visited with E. May on mining issues.
- Visited with T. Seaman SDDOT regarding Sturgis Road.
- Reviewed latest addendum to Developer's Agreement Norman Ranch.
- Sent request to T. Seaman on cost of chip/seal and mill overlay on Sturgis Road.
- Turned in claim on insurance for 2016 Ford Interceptor.
- Noticed public on trash bins going back out after wind storm.
- Complaint on backyard trash – sent to Code Enforcement.
- Visited with M. Wheeler on several different matters for executive session.
- Visited with T. Meyers regarding lost trash can.
- Put together documentation for upcoming hearing.
- Sent out end of year budgets.
- Attended an unemployment hearing.
- Met with B. Eleison SDPAA on insurance claim.
- Worked on election items and attended a Commission Meeting in Meade County regarding combining of elections.
- Zoom meeting J. Pulscher, M. Wheeler.
- Complaint on light leaning after windstorm – sent to Public Works.
- Sent out wages for FY2026
- Financial cleanup – journal entries to close out Stagebarn/Summerset mobile home park.
- Worked on job description – part-time or seasonal.



SUMMERSET POLICE DEPARTMENT

Monthly Report-December 2025

Calls for service

- 404

Court appearances

- Inv Regan
- Sgt. Macrander
- Officer Hamelin
- Officer Geigle

Training

- Inv. Regan-Background Investigations for Police Applicants

Grants

- Homeland Security

Special Events

- Lakota Nations Invitational

Daily

- Regular meetings with Commissioner Markham
- Covering patrol shifts and responding to calls for service
- Citizen meetings
- Axon | Ring Integration
- Clerk of Court meeting
- Updated hiring practice
- Axon XT upgrade
- Flock Safety management
- CriticalConnect meeting
- Dispatch supervisor meeting
- NHTSA Recognition
- Dispatcher ride-a-long
- Dispatch Committee meeting
- Flock Safety briefing: Sharing & Compliance
- Credit cards
- Personnel matter
- Invoices
- Psychologist meeting

- Bank documents
- Hiring/retention meeting
- Acadis submissions
- Salamander credentials
- CJIS updates
- Budget
- BIT requests
- ATS research
- Scheduling
- Fleet 3 meeting/rollout
- Employee evaluation
- NIBRS Submissions
- Payroll

December 2025 Finance Department

Meetings Attended

- ❖ Check in with Commissioner Pulscher
- ❖ Communication with Nicky
- ❖ Communication with Lisa
- ❖ Attended two Commission meetings

Utility Billing

- ❖ ACH draft update form filing
- ❖ Returned payment processing
- ❖ Utility billing adjustments
- ❖ Working with Nicky on how to answer questions on utility bills

Financial

- ❖ Sales tax payable
- ❖ Bank recon
- ❖ Payroll process with payables and reporting
- ❖ Invoice review and claims prepared
- ❖ Credit card reconciliation
- ❖ Menards rebate processing
- ❖ SRO Invoicing

Staff

- ❖ Assisted staff with HR and benefit topics-in training
- ❖ New employee onboarding-in training
- ❖ Payroll, reporting, and incurred payables
- ❖ Contact list updating

Budget

- ❖ Will be training with Lisa

Miscellaneous

- ❖ Preparing information for Commission meeting agenda items
- ❖ Commission meeting minutes prepared and submitted for publication
- ❖ Continued work on FO operations manual
- ❖ Social media and LED post creation-in training
- ❖ Working with Commissioner Markham on returned mail

There are still several areas and different processes that I am still learning.

January 12, 2026



Client: City of Summerset
7055 Leisure Lane
Summerset SD 57718

ATTN: Lisa Schieffer
City Administrator

Re: Construction Inspection and Code Review of Plans
Summerset, SD
Job # 26-001

Dear Mrs. Schieffer:

Hermanson Egge Engineering, Inc. hereby proposes to furnish consulting services for the following project described for the year 2026:

Project Description

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

Project Basic Services

Design Services shall be limited to the following:

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

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

Compensation

Our compensation for Basic Services:

1. Residential building construction inspection - \$130/inspection.
2. Commercial building construction inspection - \$135/hour.
3. Commercial building plan review – \$165/hour.
4. Emergency/after hour building inspections – \$145/inspection plus mileage
5. Extra Services will be invoiced at our normal hourly rate.

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

Additional or Extra Services Compensation

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

<u>Description</u>	<u>Rate/Hr</u>
Engineer, PE	\$195
Designer III	\$165
Staff	\$65

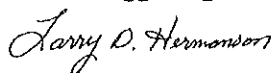
Notice to Proceed

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

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

Sincerely,

Hermanson Egge Engineering



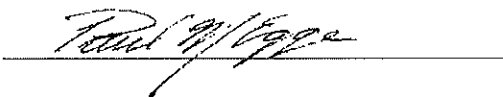
Larry Hermanson, PE
President

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

ACCEPTED for Hermanson Egge Engineering

Date - January 12, 2026

Partner: Paul M. Egge, PE



ACCEPTED for the Client

Date - _____, 20__

By (signature) _____

Print Name _____

Miscellaneous Provisions

Waiver

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

Indemnification

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

Hazardous Materials

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

Disputes

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

Termination

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

Lien Rights

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

Verification of Existing Conditions

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

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

Payments

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

Satisfaction with Services

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

Contractor and Subcontractor Claims

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

Jobsite Safety

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

Ownership of Instruments of Service

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

Assignment

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

Standard of Care

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

Opinions of Probable Construction Costs

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

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

Third-Party Beneficiaries

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

Consequential Damages

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

Other

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

Reimbursable Expenses Schedule

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

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

City of Summerset Shift Differential Pay Policy

Purpose

The purpose of this policy is to establish consistent guidelines for the payment of shift differential compensation to eligible Summerset Police Department employees who work designated night and weekend hours.

Eligibility

Sworn police officers, who are non-exempt employees, assigned to eligible shifts are entitled to shift differential pay as outlined in this policy. Shift differential pay applies only to hours actually worked during qualifying periods.

Definitions

Night Shift Hours

Night shift hours are defined as any hours worked between 18:00 (6:00 p.m.) and 06:00 (6:00 a.m.).

6:00 PM Midnight 6:00 AM

|-----|-----|

<- NIGHT SHIFT (12 HOURS) ->

Weekend Hours

Weekend hours are defined as any hours worked between Saturday at 00:01 (12:00 a.m.) and Sunday at 23:59 (11:59 p.m.).

Saturday Sunday Monday

|-----|-----|

00:00 23:59 00:00

<-- WEEKEND (48 HOURS) --> Not weekend

Shift Differential Rates

1. **Night Shift Differential**

Employees shall receive a \$2.00 per hour night shift differential for each hour worked during defined night shift hours.

2. **Weekend Shift Differential**

Employees shall receive a \$2.00 per hour weekend shift differential for each hour worked during defined weekend hours.

3. **Concurrent Eligibility**

If an employee works hours that qualify as both night and weekend hours, only one shift differential shall be paid per hour worked. Shift differentials shall not be stacked.

4. **Payment Method**

Shift differential pay shall be paid as a flat hourly premium in addition to the employee's base hourly rate.

Overtime and Holiday Pay Section

1. The Summerset Police Department operates on an 80-hour pay period.
2. Any hours worked in excess of 80 hours in a single pay period shall be compensated at one and one-half (1.5x) the employee's regular base hourly rate.
3. Shift differential pay shall not be included in the calculation of the overtime rate. Overtime shall be calculated using the employee's base hourly rate only.
4. When an employee works during a designated City holiday, holiday pay shall be calculated using the employee's base hourly rate only.
5. Shift differential pay shall be paid as a flat hourly rate for eligible hours worked on holidays, but shall not be included in the calculation of holiday pay, consistent with the treatment of overtime.

Leave, Training, and Non-Worked Hours

Shift differential pay shall not apply to:

- Vacation leave
- Sick leave
- Compensatory time usage
- Holiday leave
- Administrative assignments or training

Only hours actually worked are eligible for shift differential pay.

Employee Responsibility and Time Reporting

1. Employees are responsible for accurately recording and reporting all eligible night and weekend shift differential hours worked during each pay period.
2. Shift differential hours shall be entered by the employee in the City's official time accounting system no later than the end of the applicable pay period, in accordance with payroll deadlines.
3. Employees shall ensure that shift differential hours claimed correspond to actual hours worked and meet the definitions outlined in this policy.
4. Failure to accurately report shift differential hours may result in delayed payment, denial of shift differential for the affected pay period, or corrective action as provided by City policy.
5. Submission of inaccurate, incomplete, or misleading time records may be subject to administrative review and disciplinary action, up to and including termination.

MEMORANDUM

To: Mayor & Board of Commissioners
From: Rich Nasser, Chief of Police
Date: 1/22/2026
Subject: Officer Wage Adjustment, Shift Differential, and Lieutenant Position

Adjust Officer Wages to Market Rate

- We are currently operating with one patrol officer on shift and are now down to two patrol officers overall. Any time an officer is on leave, sick, or attending required training, the shift must be covered by overtime, the Sergeant or the Chief. This is not sustainable.
- Staffing shortages now have immediate service impacts. To maintain minimum coverage, we recently had to pull our School Resource Officer out of the school to fill a night shift patrol position. The school has expressed concern, and this is not sustainable.
- Retention is the key issue. Competitive wages reduce turnover, fill the schedule, and lower long-term costs by avoiding repeated overtime, recruitment, and hiring/training expenses.

Implement Shift Differential Pay (Nights & Weekends)

- Shift differential pay is a common, proven staffing strategy in law enforcement and is specifically designed to address coverage challenges during nonstandard hours.
- Night and weekend shifts are the most difficult to staff. With only one officer assigned per shift, any absence creates a coverage gap that must be filled with overtime or supervisory coverage.
- Shift differential encourages voluntary coverage. Paying a premium for nights and weekends increases willingness to cover these shifts and reduces mandatory overtime.
- Officers are more willing to assist when nonstandard hours are compensated.
- Differential pay is a staffing tool, not a perk. It directly supports consistent coverage while decreasing unplanned overtime costs.

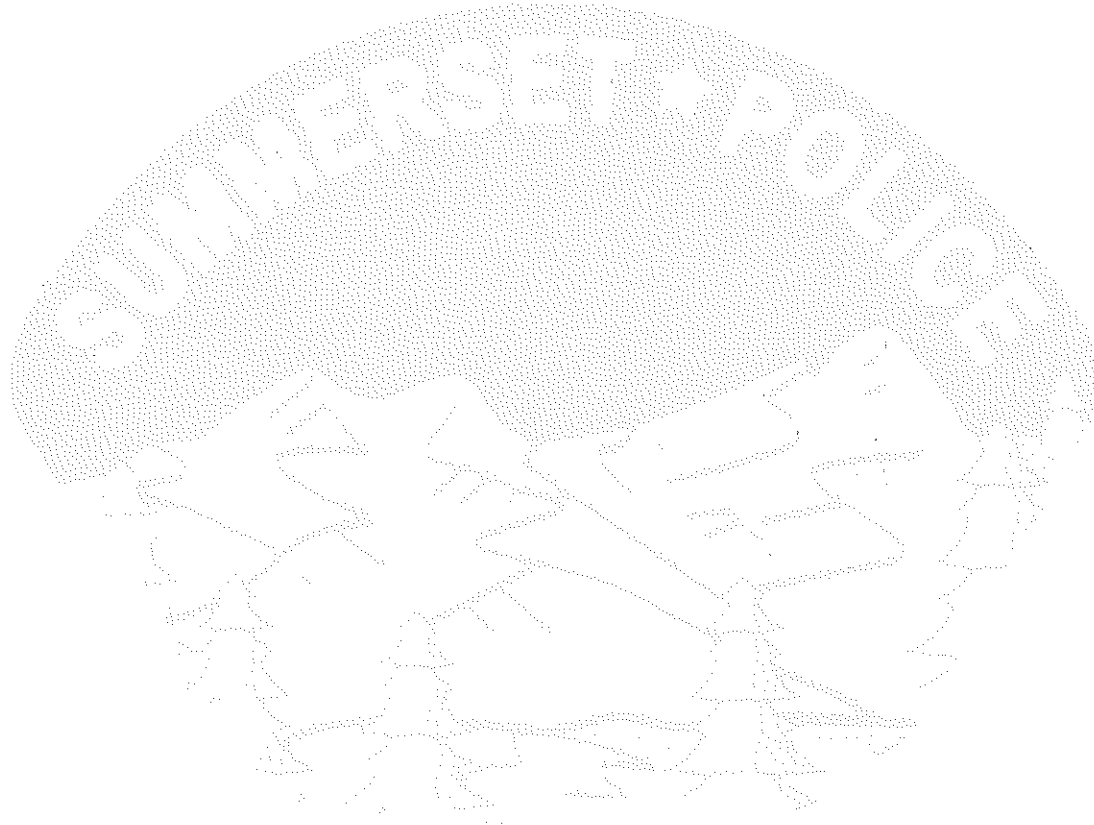
Lieutenant Position

- Administrative work still exists; it was redistributed. The PD eliminated the administrative assistant position to place an additional officer on the road. Those duties are currently shared between the Sergeant and Chief, on top of patrol and supervisory responsibilities.
- The current structure is stretched thin. Scheduling, compliance, training coordination, reporting, and administrative oversight are being handled while also covering patrol shifts when staffing gaps occur.
- The position directly improves training capacity. We do not currently have enough training officers. Establishing a Lieutenant position opens an additional training role, improving onboarding, consistency, and officer development.
- Creates room for growth and advancement within the department. A Lieutenant position provides a clear leadership pathway, which supports recruitment and retention by showing officers there is opportunity to grow their careers in Summerset.

- This department is still developing. At 20 years old, Summerset PD is a young agency compared to many departments which are nearly 200 years old. Growth requires adjustment and willingness to adapt. Putting the right leadership and staffing in place now helps the department grow the right way, instead of constantly playing catch-up.

2026 Budget Impact & Cost Transparency

- Wage adjustment (including Lieutenant position): \$14,664
- Shift Different Pay (@ \$2.00/hr.): \$14,456
- Total Estimated 2026 Impact: \$29,120





SUMMERSET POLICE DEPARTMENT

7055 Leisure Ln
Summerset, SD 57718
(605) 721-6806
Rich Nasser, Chief of Police

Job Description

Job Title: Lieutenant
Department: Summerset Police Department
Reports to: Chief of Police
Location: Summerset Police Department, 7055 Leisure Lane
FLSA Status: Exempt
Dated: January 2026

POSITION OBJECTIVE

The Lieutenant will be responsible first and foremost for the duties of a Patrol Officer (general law enforcement functions and service to the courts). The Lieutenant, at the direction of the Chief of Police, will supervise the Patrol Sergeant, Investigator, and all Police Officers. The Lieutenant will ensure all staff carry out their duties effectively and efficiently and uphold the law.

SUPERVISION RECEIVED

The Lieutenant will work under the direction of and report to, the Chief of Police, unless specifically directed otherwise by the Chief of Police.

SUPERVISION EXERCISED

The Lieutenant will exercise supervision over the Sergeant, Investigator, and Officers in their assigned duties, unless specifically directed otherwise by the Chief of Police.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Essential duties and responsibilities included, but are not limited to:

- At the direction of the Chief of Police, the Lieutenant will perform a variety of routine and complex public safety work in the administration of the police department to include, but not limited to; policies, general orders, special orders, and procedures of the department set forth by the Chief of Police.
- Carries out duties in conformance with Federal, State, County and City laws and ordinances. Keeps current on new methods of operations, changes in criminal law, and procedures that may affect the operations of the department.



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- Work flexible hours/or shift work, including holiday, weekends, and extended days. Subject to call-out as needed.
- Trains, assigns, directs, supervises, evaluates, and disciplines personnel.
- Oversee and assist, as needed, in the patrol of City streets, parks, commercial and residential areas to preserve the peace and enforce the law, control vehicular traffic, prevent or detect and investigate misconduct involving misdemeanors, felonies and other law violations and to otherwise serve and protect.
- Follows organizational policies and procedures with minimal supervision, and complies with all applicable local, state, and federal regulations as they relate to each job
- Participates on oral boards for selection process of new hires, specialty positions, and promotions within the department.
- Oversee investigations, direct or assists patrol Sergeants and/or Officers in the investigation of crime scenes and/or traffic accidents.
- Maintains normal availability by radio or telephone for consultation on major emergencies or precedent.
- Oversees and may personally participate in investigating criminal law violations, obtaining evidence, and compiling information regarding crimes, preparing cases for filing of charges, testifying in court and related activities.
- Demonstrates a high level of initiative, effort, attention to detail, and commitment by completing assignments in a timely and effective manner.
- Determines how to deploy personnel during emergency responses.
- Makes day-to-day police assignments as required by the needs of the department and assists in training of personnel according to department standards, policies, or procedures.
- Maintains contact with other police supervisory personnel to coordinate



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investigation activities, provide mutual assistance during emergency situations and provide general information about department activities.

- May be responsible for supervising and organizing one or more functions of the police department as assigned
- Maintains law enforcement officer training certificates and reports officer training to South Dakota Law Enforcement Training Commission.
- Taser Axon Administrator; maintains video recordings and Taser inventory.
- Supervises the scheduling and coordination of shift activities.
- Evidence technician; receives, maintains, and evidence for criminal investigations; packages and ships evidence to State health laboratory.
- Assists, installs, and maintains communications systems and recording devices in patrol vehicles.
- Perform public speaking and presentations to public and/or targeted audiences.
- Attend training sessions and meetings as required.
- Instruct training classes when needed.
- Follows all safety policies and procedures of the Summerset Police Department.
- Perform miscellaneous services related to public health and safety.
- Carry out public services to include business escorts, property checks, foot patrol, and other community policing functions.
- Arrest offenders.
- Perform CPR and First Aid when needed.
- Performs community policing assignments as required or in support of organized policing efforts in concert with members of the community to address specific problems.



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Rich Nasser, Chief of Police

- Maintain, develop, implement, and coordinate training within the police department.
- Participate in developing, altering, or abolishing policies, practices, rules, and procedures.
- Plan, evaluate and carry out measures determined to be necessary for the orderly and efficient operation of the Summerset Police Department.
- Assist with the process of recruiting, selection, number and type of all positions of the police department.
- Makes plans about individual tactical matters such as equipment to be used for particular operations or the detailed plans needed for an investigation. Develops new approaches to investigate problems.
- Reviews, evaluates, and develops programs, policies, and procedures for various departmental operations.
- The Lieutenant may be responsible for the other duties/tasks as assigned/delegated by the Chief of Police. These duties/tasks include but are not limited to: Review calls for service, review and approve case reports and accident reports, daily shift schedule, NIBRS, complete audio/video downloads of cases for the States Attorney's office, fleet operations, Acadis submissions, PBT calibration, new hires, training records, evidence, FEMA registrations, MOCIC, ridealong approvals, and any other tasks as assigned.

KNOWLEDGE, SKILLS, AND ABILITIES

General (Education and/or Experiences)

- Must be twenty-one (21) years of age
- Possess high school diploma or G.E.D. certification
- Required a minimum of 5 years' experience as a Patrol Officer, either with the Summerset Police Department or other outside law enforcement agency.

Required Certifications

- Certified law enforcement officer by South Dakota Law Enforcement Officer's Training Academy or another State's law enforcement agency.



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- If certified, must obtain reciprocity with South Dakota within twelve months of hire date.
- Certified and able to maintain certification with firearms, less-lethal devices, C.P.R., radar and all other required certifications deemed necessary by the department and the State of South Dakota.
- Successfully attend an Executive Supervisor training or similar supervisory training.
- Successfully attend a Field Training Officer (FTO) training.

Knowledge, Skills, and Abilities

- Demonstrated history of successfully taking on additional or new tasks, either on a short term or long-term basis.
- Ability to function effectively under stressful conditions.
- Able to supervise people.
- Able to analyze complex police problems and issues and to adopt effective and reasonable courses of action with due regard to surrounding hazards and circumstances.
- Possess (or able to quickly obtain) comprehensive knowledge of department policies and procedures of the Summerset Police Department.
- Possess a comprehensive knowledge of pertinent federal and state laws and municipal ordinances.
- Operate and use all job-related equipment, including but not limited to lethal and non-lethal weapons, radios, handcuffs, fire extinguisher, first aid kit, crime scene kit, photography equipment, radio, and computer.
- Must be a highly self-motivated individual.
- Able to self-direct and work independently, achieving goals without supervision.
- Must be proficient in operating office machines (such as a computer, copier, and fax) as well as common software programs utilized by the Summerset Police Department.
- Ability to demonstrate good written and oral communication skills, including mastery of basic spelling, grammar and writing techniques.
- Must have (or be able to build) and maintain a good rapport with the public.
- Ability to deal with the public in a friendly and courteous manner, at all times, and especially under stressful conditions.
- Must be able to communicate effectively with persons of all backgrounds and cultures.



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- Must be able to establish and maintain effective working relations and a positive attitude with other city employees, other law enforcement departments, other agencies, and public organizations.
- Must present good appearance and attitude and conduct oneself professionally regardless of provocation.

Physical Demands

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job as listed above. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Be physically able to perform the routine task required of a law enforcement officer.
- Regularly required to lift object weighing fifty (50) pounds.
- Drag or pull an object (i.e., human) twenty-five (25) feet and weighing up to one hundred-eighty (180) lbs. in an emergency.
- Occasionally required to reach and pull oneself up a six-foot obstacle (i.e., scale a fence).
- Frequently use force to move or drag objects.
- Frequently required to stand, sit, run, bend, stoop, kneel, crouch, crawl and squat.
- Frequently required to reach with hands and arms.
- Frequently required to use hands to finger, handle and feel.
- Vision's requirements include close vision, color vision, peripheral vision, depth perception, distance vision and ability to adjust focus.
- Occasionally must talk and hear in environments with high degree of background noise (i.e., highway, public events, etc.)
- Frequently must talk and hear in environments with medium degree of background noise (i.e., public street).
- Constant utilization of telephone, radio, and/or pager for coordination of law enforcement and/or emergency services.
- Frequently required to sit in vehicle for 1 hour without break.
- Always able to safely operate a motor vehicle.
- Must be able to work in inclement weather conditions and other varied work conditions



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- Must be able to work in indoor, outdoor and/or undeveloped (natural) work environments; Outdoor environments can include all types of inclement weather, unstable footing, etc.
- Patrol Officer risk noise-induced hearing loss from sirens. Patrol Officer may be exposed to diseases such as Hepatitis-B and HIV/AIDS. Patrol Officer may be exposed to violence from persons who are under the influence of controlled substances, alcohol, or drugs and/or are mentally unstable.
- The work is not only physically strenuous but is also emotionally and/or mentally stressful. It can involve dangerous situations.

Other

- Must have valid S.D. Driver's License and acceptable driving record.
- Must agree to and have acceptable results of law enforcement background checks for criminal history, driving record and job history; Must be free of any felony convictions.
- Must be fingerprinted for South Dakota standards and training application processes.
- Able to work weekends, morning, nights and/or non-predictable shifts.

City of Summerset is an Equal Opportunity Employer. We consider all qualified applicants regardless of race, color, religion, sex, national origin, disability, or protected veteran status.



SUMMERSET POLICE DEPARTMENT

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Summerset, SD 57718
(605) 721-6806
Rich Nasser, Chief of Police

Job Description

Job Title: Assistant Chief
Department: Summerset Police Department
Reports to: Chief of Police
Location: Summerset Police Department, 7055 Leisure Lane
FLSA Status: Exempt
Dated: January 2026

POSITION OBJECTIVE

The Assistant Chief of Police serves as the second-in-command of the Summerset Police Department and is responsible for the direct supervision and operational oversight of all sworn personnel below the rank of Chief, including the Lieutenant, Sergeant, Investigator, Corporal and Police Officer. The Assistant Chief assists the Chief of Police with the leadership, administration, and strategic development of the Department and ensures that daily operations are carried out in a professional, lawful, and consistent manner. The Assistant Chief may act as Chief of Police in the Chief's absence or as designated.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Essential duties and responsibilities included, but are not limited to:

- Exercises command authority over all sworn personnel below the rank of Chief, including the Lieutenant, Sergeant, Investigator, Corporal and Police Officer.
- Oversees daily police operations to ensure effective patrol coverage, investigative follow-through, and service delivery.
- Provides direction and guidance to supervisory staff to ensure consistent enforcement of policies, procedures, and performance expectations.
- Assumes command responsibility during critical incidents, emergencies, and major events as assigned.
- Directly supervises command and supervisory staff; reviews performance, provides coaching, and addresses performance or conduct issues.
- Assists with recruitment, hiring, onboarding, training, and retention efforts.
- Supports succession planning by mentoring supervisory personnel and preparing staff for increased responsibility.
- Reviews and approves schedules, staffing plans, and leave requests to ensure adequate coverage and operational readiness.
- Assists in the development, revision, and implementation of departmental policies, procedures, and directives.
- Ensures compliance with federal and state laws, City ordinances, and departmental policies.
- Oversees or participates in internal investigations, employee complaints, and administrative reviews as assigned by the Chief.
- Promotes ethical conduct, accountability, and professionalism throughout the Department.



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- Assists the Chief of Police with budget development, fiscal oversight, equipment planning, and resource allocation.
- Participates in long-range planning, department development, and organizational improvement initiatives.
- Assists with grant applications, reporting, and compliance when applicable.
- Utilizes data, reports, and performance metrics to support informed decision-making.
- Represents the Police Department in meetings with City leadership, community members, and partner agencies as assigned.
- Assists with addressing citizen concerns and resolving sensitive community issues.
- Oversees or coordinates public safety technology systems and policy compliance (RMS/CAD workflows, evidence systems, body-worn camera administration, fleet video, fleet management, etc.) as assigned.
- Acts as Chief of Police when designated.
- Performs other duties as assigned by the Chief of Police.
- Maintains the ability to perform the essential functions of a sworn police officer, when required.

KNOWLEDGE, SKILLS, AND ABILITIES

General (Education and/or Experiences)

- Must be twenty-one (21) years of age
- Possess high school diploma or G.E.D. certification
- Required a minimum of 7 years' experience as a law enforcement officer, either with the Summerset Police Department or other outside law enforcement agency with at least 3 years of supervisory experience.
- At least 2 years of college education is preferred.

Required Certifications

- Certified law enforcement officer by South Dakota Law Enforcement Officer's Training Academy or another State's law enforcement agency.
- If certified, must obtain reciprocity with South Dakota within twelve months of hire date.
- Certified and able to maintain certification with firearms, less-lethal devices, C.P.R., radar and all other required certifications deemed necessary by the department and the State of South Dakota.
- Successfully attend an Executive Supervisor training or similar supervisory training.

Knowledge, Skills, and Abilities

- Demonstrated history of successfully taking on additional or new tasks, either on a short term or long-term basis.
- Ability to function effectively under stressful conditions.
- Able to supervise people.
- Able to analyze complex police problems and issues and to adopt effective and reasonable courses of action with due regard to surrounding hazards and circumstances.



SUMMERSET POLICE DEPARTMENT

7055 Leisure Ln
Summerset, SD 57718
(605) 721-6806
Rich Nasser, Chief of Police

- Possess (or able to quickly obtain) comprehensive knowledge of department policies and procedures of the Summerset Police Department.
- Possess a comprehensive knowledge of pertinent federal and state laws and municipal ordinances.
- Operate and use all job-related equipment, including but not limited to lethal and non-lethal weapons, radios, handcuffs, fire extinguisher, first aid kit, crime scene kit, photography equipment, radio, and computer.
- Must be a highly self-motivated individual.
- Able to self-direct and work independently, achieving goals without supervision.
- Must be proficient in operating office machines (such as a computer, copier, and fax) as well as common software programs utilized by the Summerset Police Department.
- Ability to demonstrate good written and oral communication skills, including mastery of basic spelling, grammar and writing techniques.
- Must have (or be able to build) and maintain a good rapport with the public.
- Ability to deal with the public in a friendly and courteous manner, at all times, and especially under stressful conditions.
- Must be able to communicate effectively with persons of all backgrounds and cultures.
- Must be able to establish and maintain effective working relations and a positive attitude with other city employees, other law enforcement departments, other agencies, and public organizations.
- Must present good appearance and attitude and conduct oneself professionally regardless of provocation.

Physical Demands

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job as listed above. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Be physically able to perform the routine task required of a law enforcement officer.
- Regularly required to lift object weighing fifty (50) pounds.
- Drag or pull an object (i.e., human) twenty-five (25) feet and weighing up to one hundred-eighty (180) lbs. in an emergency.
- Occasionally required to reach and pull oneself up a six-foot obstacle (i.e., scale a fence).
- Frequently use force to move or drag objects.
- Frequently required to stand, sit, run, bend, stoop, kneel, crouch, crawl and squat.
- Frequently required to reach with hands and arms.
- Frequently required to use hands to finger, handle and feel.
- Vision's requirements include close vision, color vision, peripheral vision, depth perception, distance vision and ability to adjust focus.
- Occasionally must talk and hear in environments with high degree of background noise (i.e., highway, public events, etc.)
- Frequently must talk and hear in environments with medium degree of background noise (i.e., public street).



SUMMERSET POLICE DEPARTMENT

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- Constant utilization of telephone, radio, and/or pager for coordination of law enforcement and/or emergency services.
- Frequently required to sit in vehicle for 1 hour without break.
- Always able to safely operate a motor vehicle.
- Must be able to work in inclement weather conditions and other varied work conditions
- Must be able to work in indoor, outdoor and/or undeveloped (natural) work environments; Outdoor environments can include all types of inclement weather, unstable footing, etc.
- Patrol Officer risk noise-induced hearing loss from sirens. Patrol Officer may be exposed to diseases such as Hepatitis-B and HIV/AIDS. Patrol Officer may be exposed to violence from persons who are under the influence of controlled substances, alcohol, or drugs and/or are mentally unstable.
- The work is not only physically strenuous but is also emotionally and/or mentally stressful. It can involve dangerous situations.

Other

- Must have valid S.D. Driver's License and acceptable driving record.
- Must agree to and have acceptable results of law enforcement background checks for criminal history, driving record and job history; Must be free of any felony convictions.
- Must be fingerprinted for South Dakota standards and training application processes.
- Able to work weekends, morning, nights and/or non-predictable shifts.
- On-call availability and ability to respond to emergencies and critical incidents.

City of Summerset is an Equal Opportunity Employer. We consider all qualified applicants regardless of race, color; religion, sex, national origin, disability, or protected veteran status.



SUMMERSET POLICE DEPARTMENT

7055 Leisure Ln
Summerset, SD 57718
(605) 721-6806
Rich Nasser, Chief of Police

Job Description

Job Title: Corporal
Department: Summerset Police Department
Reports to: Sergeant
Location: Summerset Police Department, 7055 Leisure Lane
Salary: Depends on Experience
FLSA Status: Non-Exempt
Dated: January 2026

POSITION OBJECTIVE

The Police Corporal is a sworn law enforcement position responsible for performing the full scope of police officer duties while providing lead direction and shift-level coordination for assigned officers. The Corporal supports supervisory and command staff by promoting consistent performance, officer readiness, policy compliance, and professionalism. The Corporal position serves as a developmental leadership role and proving ground for supervision, preparing qualified officers for future supervisory responsibilities. Appointment to Corporal is not automatic and not a reward for time served.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Essential duties and responsibilities included, but are not limited to:

- Performs patrol, calls for service, traffic enforcement, investigations, and community policing duties consistent with the role of a sworn police officer.
- Provides lead direction on shift by assisting with call coordination, workload prioritization, and officer safety.
- Serves as a resource to officers regarding tactics, decision-making, report writing, and case documentation to ensure consistent and professional operations.
- Acts in the capacity of a Sergeant when assigned or when a Sergeant is unavailable, including providing direction during incidents and ensuring tasks are completed.
- Assists with shift briefings; checks officer readiness for duty; ensures equipment, vehicles, and assigned gear are operational.
- Provides initial review of routine incidents, reports, and field activity for quality and completeness; elevates significant matters to supervisory staff.
- Assists in the training and mentoring of officers; reinforces department expectations, professional standards, and policy compliance.
- Provides coaching and corrective guidance for minor performance issues and promptly notifies supervisory staff when issues require formal attention.
- May assist with the Field Training Program as assigned.
- Promotes ethical conduct, professionalism, and accountability within the Department.
- Assists with citizen concerns at the field level when appropriate and ensures complaints are routed through proper supervisory channels.



SUMMERSET POLICE DEPARTMENT

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(605) 721-6806
Rich Nasser, Chief of Police

- Models sound judgment, discretion, and leadership consistent with Department values.
- Assists supervisors with scheduling coordination, special details, community events, and operational assignments as directed.
- Completes reports, records, and required documentation accurately and in a timely manner.

KNOWLEDGE, SKILLS, AND ABILITIES

General (Education and/or Experiences)

- Must be twenty-one (21) years of age
- Possess high school diploma or G.E.D. certification
- Demonstrated leadership ability and capacity to provide lead direction to peers.

Requirements

- Certified law enforcement officer by South Dakota Law Enforcement Officer's Training Academy.
- A minimum of three (3) years of sworn law enforcement experience.
- A letter of recommendation from current/prior law enforcement supervisor.
- Demonstrated professionalism, reliability, sound judgement, and the ability to serve as a positive role model.

Appointment Process

- Appointment to the rank of Corporal is not automatic and is made at the discretion of the Chief of Police based on departmental needs and the officer's demonstrated performance and leadership potential.
- Appointment may be permanent or temporary, depending on operational needs.

Nature of the Rank

- The Corporal rank is a lead-officer position, not a full supervisory rank.
- Appointment to Corporal is not guaranteed, does not constitute promotion by seniority, and is not a reward for time served.
- The Corporal position serves as a proving ground for supervision, allowing officers to demonstrate leadership, decision-making ability, and readiness for future supervisory roles.

Removal or Reassignment

- An officer may be removed or reassigned from the Corporal rank at any time based on performance, conduct, or departmental needs, at the discretion of the Chief of Police.
- Removal from the Corporal rank does not constitute disciplinary action unless otherwise specified.

Abilities

- Ability to function effectively under stressful conditions.



SUMMERSET POLICE DEPARTMENT

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- Able to analyze police problems and issues and to adopt effective and reasonable courses of action with due regard to surrounding hazards and circumstances.
- Possess (or able to quickly obtain) comprehensive knowledge of department policies and procedures of the Summerset Police Department.
- Possess a comprehensive knowledge of pertinent federal and state laws and municipal ordinances.
- Operate and use all job-related equipment, including but not limited to lethal and non-lethal weapons, radios, handcuffs, fire extinguisher, first aid kit, crime scene kit, photography equipment, radio, and computer.
- Must be a highly self-motivated individual.
- Able to self-direct and work independently, achieving goals without supervision.
- Ability to demonstrate good written and oral communication skills, including mastery of basic spelling, grammar and writing techniques.
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- Occasionally required to reach and pull oneself up a six-foot obstacle (i.e., scale a fence).
- Frequently use force to move or drag objects.
- Frequently required to stand, sit, run, bend, stoop, kneel, crouch, crawl and squat.
- Frequently required to reach with hands and arms.
- Frequently required to use hands to finger, handle and feel.
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- Patrol Officer risk noise-induced hearing loss from sirens. Patrol Officer may be exposed to diseases such as Hepatitis-B and HIV/AIDS. Patrol Officer may be exposed to violence from persons who are under the influence of controlled substances, alcohol, or drugs and/or are mentally unstable.
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- Must agree to and have acceptable results of law enforcement background checks for criminal history, driving record and job history; Must be free of any felony convictions.
- Must be fingerprinted for South Dakota standards and training application processes.
- Able to work weekends, morning, nights and/or non-predictable shifts.
- On-call availability and ability to respond to emergencies and critical incidents.

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POLICE DEPARTMENT	1/1/2026	MOVE TO GRADE/SCALE	DIFFERENCE
Chief Rich Nasser	21 K/L	6901.27 (82,821.22)	0
Asst. Police Chief	T/B/Determined		
Lieutenant (Vacant)	18 J/K	32.68 (67,975.23)	2.64 x 2080 = 5,491.20
Sergeant M. Macrander	17 M/N	31.88 (66,317.31)	0
Investigator T. Regan	17 A/B	27.49 (57,185.20)	.82 x 2080 = 1,705.60
Corporal	17 D/E	28.88 (60,080.20)	
Police Officer C. Juso	17A	26.82 (55,790.45)	.80 x 2080 = 1,664.00
Police Officer K. McSherry	18 K	32.68 (67,975.23)	1.39 x 2080 = 2,891.20
Police Officer S. Johnson	18 B	28.88 (60,080.20)	.73 x 2080 = 1,518.40
Police Officer (Vacant)	18 C	29.61 (61,582.21)	.67 x 2080 = 1,393.60
	17 B	27.49 (57,185.20)	
		Total Cost:	14,664.00
		Shift Differential	12,272.00
		Model \$1.50 - \$2.00	18,876.00
		Model \$2.50 - \$3.00	

**CITY OF SUMMERSET AND CITY OF STURGIS
ANIMAL SHELTER AGREEMENT**

This **Animal Shelter Agreement** (“**Agreement**”) made the 6 day of January, 2026, by and between the **CITY OF SUMMERSET**, a municipal corporation incorporated under the laws of South Dakota, of 7055 Leisure Lane, Summerset, SD 57718, (“**Summerset**”), and the **CITY OF STURGIS**, a municipal corporation incorporated under the laws of South Dakota, of 1040 Harley-Davidson Way, Sturgis, SD 57785, by and through its Animal Shelter located at 1140 Otter Road, Sturgis, SD 57785 (“**Sturgis**”), collectively referred to herein as the “Parties.”

The Parties desire that Sturgis provide animal shelter services to Summerset, for animals identified and seized/captured by Summerset officials/animal control under Summerset Ordinances, and transported to the Sturgis Animal Shelter located at 1140 Otter Road, Sturgis, SD 57785.

In Consideration of the mutual covenants hereinafter contained, it is hereby agreed by and between the Parties as follows:

TERMS AND CONDITIONS

- 1. PURPOSE:** Sturgis agrees to provide animal shelter services to Summerset in order for Summerset to implement its ordinances related to animal control within the Summerset city boundary as allowable by law. In providing these services to Summerset, Sturgis is not assuming any authority or responsibility under Sturgis ordinances and is not independently responsible for ordinance enforcement, prosecution, or implementation of any program or activity within the Summerset city boundary.
- 2. TERM:** The term of this Agreement shall be effective 12:01 a.m. on January 1, 2026, and shall terminate at 11:59 p.m. on December 31, 2026.
- 3. PAYMENT:** Summerset agrees to pay Sturgis for performance of its obligations according to the fee schedule in Paragraph 5, Sections E and F below.
- 4. INDEPENDENT CONTRACTOR:** Sturgis is at all times an independent contractor and no agency relationship is intended to be created by this Agreement. Sturgis is solely responsible for employing the personnel necessary to provide the services required by this Agreement. Sturgis shall furnish a list of all employees, including title and job description, upon request of

Summerset. Sturgis will provide its own insurance at a minimum as required herein.

5. STURGIS OBLIGATIONS: For the consideration described in this Agreement, Sturgis agrees to provide the following services pursuant to this Agreement:

A. Maintain and operate a facility for the shelter of animals in accordance with all applicable laws of the United States and State of South Dakota, City ordinances, and contemporary standards of the humane treatment of animals.

B. Appoint and maintain competent and qualified agents for carrying out the obligations of this Agreement.

C. Maintain regular posted office hours of not less than Forty (40) hours per week, holidays excluded, at the animal shelter for the purpose of transacting business in connection with the obligations of Sturgis under this Agreement, and for the receiving of animals or for accepting applications for the redemption of impounded animals. Sturgis will provide Summerset a written or electronic schedule of hours under this Agreement.

D. Provide shelter to Summerset animals only at the specific request of Summerset designated contact, ACO officer, or other designee. Sturgis will accept citizen turn-ins, at an expense to Summerset with approval from Summerset designee.

E. At Sturgis' discretion and approval, Sturgis may be available on a limited and individual case basis, to assist Summerset with Animal Control duties, such as animal capture, transportation, and/or other specifically requested services based on the following hour and mileage fee schedule:

1. \$35.00 per officer hour and \$0.45 per mile, Monday through Friday between 8:00 a.m., and 5:00 p.m.;
2. \$50.00 per officer hour and \$0.45 per mile, for all other days and hours.
3. Minimum charge for these services is two (2) hours, and the per officer hour costs include travel time from and to Sturgis.

F. Provide animal shelter and all other related services as requested by Summerset, and will provide Summerset with a monthly accounting of its charges to Summerset based on the following schedule:

1. \$5.00 Administration Fee. This fee will be assessed to any and all animals received with approval from Summerset designated contact, whether owner reclaims or said animal becomes the property of Sturgis.
2. \$45.00 Intake Fee. Intake fee includes boarding fee for the first day.
3. \$25.00 Boarding Fee for each additional day or partial day an animal spends in the shelter.
4. \$45.00 euthanasia/disposal fee.
5. \$145.00 fee for decapitation and shipping for rabies testing.
6. Actual cost of veterinary expenses for sick or injured animals, plus an additional 20% cost for transportation and overhead. Any veterinary expenses paid under this provision shall be directly billed to Summerset, if applicable, after designee approval. Summerset approval is necessary unless veterinary care is required in emergency situations.

G. Sturgis agrees to provide Summerset with a monthly invoice with detailed accounting of the activity under this Agreement. Such invoice will be submitted to Summerset not later than ten (10) days following the end of the month.

H. Sturgis agrees that prior to delivery of any services subject to expenses beyond those provided in Sections F(1) and (2), Sturgis will obtain authorization for those services from Summerset. Summerset reserves the right, at its sole discretion and expense, to utilize other service providers available to Summerset for those services requested by Sturgis. In situations where emergency veterinary care is necessary, prior to receiving care, Sturgis will make a good faith effort to receive Summerset approval, however Sturgis may obtain emergency veterinary services without prior approval of Summerset.

I. Maintain complete books and records of all animals taken into custody and impounded by or at the request of Summerset designated contact and submit monthly invoices/reports to Summerset showing the date, place, and manner whereby the animals are brought into custody with a description of the animal and record of its final disposition including all associated fees chargeable to Summerset. All Sturgis books and records provided under this Agreement must be open for inspection by Summerset upon reasonable request to determine accuracy and compliance with this Agreement and applicable law.

6. SUMMERSET'S OBLIGATIONS: For the consideration described in this Agreement, Summerset agrees:

A. Unless expressly provided for in this Agreement, perform all code enforcement and animal control activities in the City of Summerset, including but not limited to, animal seizure/capture, owner location (when applicable), and transportation to the Sturgis Animal Shelter.

B. Appoint and maintain competent and qualified agents for carrying out the obligations of this Agreement.

C. In no manner is Sturgis responsible for prosecuting any Summerset ordinance violations or is required to pursue restitution in any criminal action involving any animal held in Sturgis' custody under this Agreement. Summerset retains sole responsibility to prosecute its own ordinance violations, and to pursue restitution for any costs incurred under this Agreement stemming from a criminal action occurring in the City of Summerset.

D. Summerset is responsible for any costs incurred with any holds or impoundments required by pending criminal or protective custody cases originating within the City of Summerset boundaries. Additionally, Summerset is responsible for any reasonable holding costs associated with animals whose original owner's rights have been terminated, and the animal is ordered into the Custody of Sturgis. Sturgis must take reasonable steps to minimize holding costs in this situation. This provision applies regardless of whether the cases are prosecuted by the City of Summerset or the State's Attorney.

7. PAYMENT: Summerset retains full responsibility for payment of any and all costs provided for under Paragraph 5, Sections E and F. Sturgis must make a good faith effort to charge and collect all fees otherwise chargeable to Summerset under this Agreement, except for the administration fee of five dollars (\$5.00) in Paragraph 5, Section F(1), from all persons who reclaim impounded animals under this Agreement. Any fees collected by Sturgis from persons who reclaim impounded animals shall be credited to any costs owed by Summerset under this Agreement. Alternatively, Sturgis may forward any payment received from reclamation of impounded animals to Summerset and require payment of all costs invoiced under this Agreement.

8. LARGE ANIMALS AND RESCUES: This Agreement does not include large animals such as horses, goats, livestock, or any other large, exotic, or unusual animals. Additionally, this Agreement does not include large scale rescues, confiscations, and/or abandonment, or other such situation that

requires Sturgis to impound or hold in custody five (5) or more animals from any one residence and/or property. The Agreement only includes domestic pets and excludes any exotic or unusual animals.

9. INSURANCE: Both Parties agree to secure workers' compensation insurance providing the statutory limits required by South Dakota law. The Parties additionally agree to secure professional liability insurance providing occurrence basis coverage for any claim arising from the errors, omissions, failure to render a service, or the negligent rendering of the service by each Party in the amount of \$1,000,000 each occurrence and \$2,000,000 annual aggregate. All insurance secured by the Parties under the provisions of this section shall be issued by a recognized, reputable insurance company or a risk retention group formed under the Laws of the State of South Dakota. The insurance specified in this section may be in a policy or policies of insurance, primary or excess. Certificates of all required insurance must be provided to either Party upon written request. The Parties will provide each other with at least forty-five (45) days' written notice of an insurer's intent to cancel or not renew any of the insurance coverage.

10. INDEMNITY: The Parties agree to be solely responsible for any actions related to their individual duties under this Agreement. The Parties agree to protect, save, defend, indemnify, and hold one another harmless, as well as each of their respective assigns, heirs, agents, representatives, and affiliates, from and against any and all expenses, damages, claims, suits, actions, judgments, demands, liabilities, debts, damages, and/or costs whatsoever, including reasonable attorney's fees, arising out of, and/or in any way connected with, any injury, claim, and/or action arising out of each Parties' individual respective duties under this Agreement. This provision shall survive any termination or expiration of this Agreement.

11. APPLICABLE ORDINANCE: Unless otherwise expressly provided, the City of Summerset ordinances apply to the implementation of any actions under this Agreement.

12. UNCLAIMED OR UNREDEEMED ANIMALS: Parties agree that all unclaimed or unredeemed animals seized and impounded pursuant to this Agreement, other than for rabies observation, criminal cases, or protective custody, shall become the property of Sturgis upon its compliance with the five (5) day reclamation/impoundment period required under Summerset ordinance § 91.022. Sturgis may, at its sole discretion, apply a longer reclamation/impoundment period than the five (5) day reclamation period provided by Summerset ordinance § 91.022, prior to declaring an animal as

abandoned or pursuing any allowable disposition under the ordinances. Disposition of these animals may be at the discretion of Sturgis. Disposition of these animals may be at the discretion of Sturgis. Summerset is responsible for any reasonable holding costs until the animal's final disposition.

13. NO PARTNERSHIP: Nothing contained in this Agreement shall be construed as establishing an employer/employee, partnership, or joint venture relationship between the Parties.

14. COURT FINES: Parties agree that any fines collected by any court for Summerset as a result of any violation of law or ordinance shall be retained by Summerset as its sole property unless the court otherwise directs.

15. ASSIGNMENT: Neither Party shall assign any of the rights, nor delegate any of the duties imposed upon it under the provisions of the Agreement without first obtaining written permission from the other Party.

16. WAIVER: The failure by one party to require performance of any provision herein shall not affect that Party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

17. BREACH AND OPPORTUNITY TO CURE: If any Party materially breaches any part of this Agreement, the non-breaching party shall provide to the breaching party written notice of such breach within ten (10) business days. Thereafter, the breaching party shall have a reasonable opportunity to cure the breach. If the breach is not cured within thirty (30) days or such longer period as may be mutually agreed upon, the non-breaching party may terminate this Agreement upon written notice to the breaching party.

18. NOTICE: All notices or other communications required or permitted hereunder shall be in writing to the addresses below, and shall be (a) personally delivered, (b) sent by registered or certified mail, return receipt requested, or (c) sent by overnight commercial carrier, such as among others, Federal Express. Any such notice or other communication shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice; (ii) if mailed, on the date of delivery as shown by the addressee's registry or certification receipt; (iii) if sent and delivered by overnight commercial carrier, one (1) business day after the date of deliver of such communication to such carrier as marked thereon, with applicable charges prepaid.

All notices must be provided to the following addresses, unless provided in writing to the other party to a different designated address:

SUMMERSET

City of Summerset
7055 Leisure Lane
Summerset, SD 57718

CITY

City of Sturgis
1040 Harley-Davidson Way
Sturgis, SD 57785

19. TIME IS OF THE ESSENCE: The Parties agree that time is of the essence with regard to the enforcement of Summerset's animal control ordinances and state law provisions governing the same.

20. GOVERNING LAW, JURISDICTION AND VENUE: This Agreement shall be governed by and construed according to the laws of the State of South Dakota. All actions or proceedings related to or arising under this Agreement shall be brought in the Circuit Court for the Fourth Judicial Circuit, Meade County, South Dakota.

21. AMENDMENT OR MODIFICATION: Any amendments, changes, modifications, or revisions to the terms of this Agreement must be in writing and signed by both Parties with the same formality as the original Agreement.

22. ENTIRE AGREEMENT: This written Agreement and all of its provisions shall be considered the complete agreement of the Parties relating to the matters set forth therein. This Agreement contains the complete terms between the Parties and supersedes all prior negotiations and representations, both written and oral, relating to the subject matter thereof. No statement, promises, or inducements made by either party or agents of either party that are not contained in this written agreement will be valid or binding.

23. COUNTERPARTS: This Agreement may be executed in counterparts; each such counterpart shall be deemed an original and when taken together with other signed counterparts, shall constitute one Agreement.

24. SEVERABILITY: If any provision of this Agreement is held unenforceable by a court of competent jurisdiction, such holding shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS THEREOF, the Parties have caused this Agreement to be signed by their duly authorized officers.

CITY OF SUMMERSET

Dated this ____ day of _____, 2026.

ATTEST:

Mike Kitzmiller
Mayor

Lisa Fischer
Finance Officer

CITY OF STURGIS

Dated this ____ day of _____, 2026.

ATTEST:

Aaron Jordon
City Administrator

Ann Bertolotto
Finance Officer

City of Summerset

Small Check Refund Policy

Purpose: To establish a consistent and efficient process for handling refund checks issued by the City of Summerset.

Policy: The City of Summerset will not automatically issue or mail refund checks in amounts less than ten dollars (\$10.00). Refunds under this threshold will be processed only upon request from the payee.

Procedure:

- If a refund amount is \$10.00 or greater, the City will issue the check following standard procedures.
- If a refund amount is less than \$10.00, the City will hold the credit on the account until:
 - The payee submits a request for the refund, or
 - The credit is applied to future charges, if applicable.

Requesting a Refund: Individuals or businesses seeking a refund under \$10.00 may contact the Finance Officer to initiate the request. Proof of payment or account information may be required.

Effective Date: This policy becomes effective immediately upon adoption.

Dated this _____ day of January, 2026.

(SEAL)

Lisa Fischer, Finance Officer

Michael Kitzmiller, Mayor

Dustin Hoiten
7285 Brighton St.
Summerset, SD 57718
605-370-0084
Hoiten22@hotmail.com

January 9, 2026

Dear Mayor Kitzmiller and Board Members,

It has been a pleasure serving on the Summerset Parks and Recreation Board these last 2+ years. I appreciate the opportunity to be involved and to support our community.

At this time, I've realized that I don't have the amount of time this role truly deserves. I believe it's best to step aside to make room for someone with the time and ambition to help move projects and this board forward.

Thank you for the opportunity to serve and for all the work you do for Summerset. I look forward to continuing to support our parks and recreation efforts as a community member.

Sincerely,

Dustin Hoiten

9-38-7. Governing body to control parks unless board created.

Except as provided for first or second class municipalities under a commission form of government the public parks of every municipality, whether within or without the limits of the municipality, shall be under the control and supervision of the governing body thereof unless a park board shall have been created as provided in this chapter.

Source: RC 1919, § 6433; SDC 1939, § 45.2501; SL 1970, ch 63, § 2; SL 1992, ch 60, § 2.

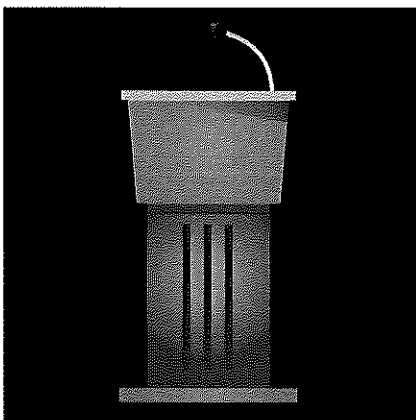
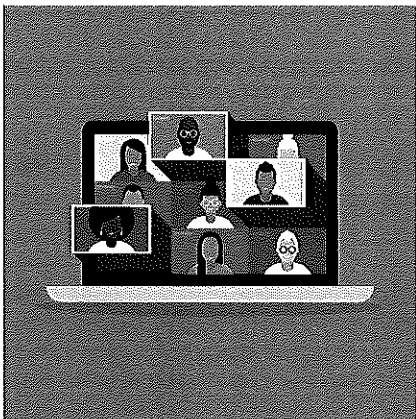
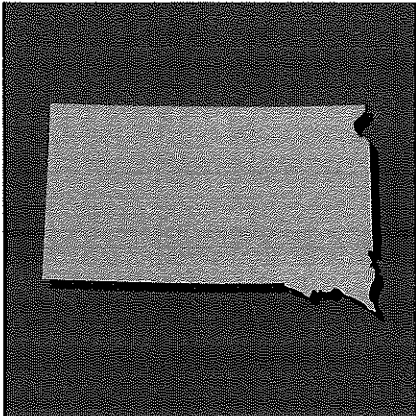
1-25-13. Annual review of open meeting laws--Acknowledgment.

Any agency, as defined in § 1-26-1, or political subdivision of this state, that is required to provide public notice of its meetings pursuant to § 1-25-1.1 or 1-25-1.3 must annually review the following, during an official meeting of the agency or subdivision:

- (1) The explanation of the open meeting laws of this state published by the attorney general, pursuant to § 1-11-1; and
- (2) Any other material pertaining to the open meeting laws of this state provided by the attorney general.

The agency or subdivision must include in the minutes of the official meeting an acknowledgement that the review was completed.

Source: SL 2025, ch 7, § 2.



Conducting the Public's Business in Public

—
A guide to South Dakota's
Open Meetings Laws
(Revised 2025)

—
Prepared by:
S.D. Attorney General's Office
in partnership with the
S.D. NewsMedia Association

Published by:
South Dakota NewsMedia Association
1125 32nd Ave. Brookings, SD 57006

Q: WHAT ARE SOUTH DAKOTA'S OPEN MEETINGS LAWS?

A: South Dakota's open meetings laws embody the principle that the public is entitled to the greatest possible information about public affairs and are intended to encourage public participation in government. SDCL Ch. 1-25 requires that official meetings of public bodies must be public and advance notice is to be given of such meetings. The statutes define an "official meeting" as one where a quorum of the public body is present and at which official business or public policy of the body is discussed or decided. Openness in government is encouraged.

Q: WHO DOES THE OPEN MEETINGS LAWS APPLY TO?

A: The open meetings laws apply to all public bodies of the state and its political subdivisions. SDCL 1-25-1, 1-25-12(3). This includes cities, counties, school boards and other public bodies created by ordinance or resolution, such as appointed boards, task forces, and committees, so long as they have authority to exercise sovereign power. SDCL 1-25-12(2). Although no court decisions have been issued on the subject, this probably does not include bodies that serve only in an advisory capacity. The State Constitution allows the Legislature and the Unified Judicial System to create rules regarding their own separate functions.

Q: ARE TELECONFERENCES CONSIDERED PUBLIC MEETINGS?

A: Yes. The open meetings laws allow meetings, including executive or closed meetings, to be conducted by teleconference – defined as an exchange of information by audio, video, or electronic means (including the internet) – if a place is provided for the public to participate. SDCL 1-25-1.5, 1-25-12(5). In addition, for teleconferences where

less than a quorum of the public body is present at the location open to the public, arrangements must also be made for the public to listen by telephone or internet (except for portions of meetings properly closed for executive sessions). SDCL 1-25-1.6. The media and public must be notified of teleconference meetings under the same notice requirements as any other meeting.

Q: HOW ARE THE PUBLIC AND MEDIA NOTIFIED WHEN PUBLIC BUSINESS IS BEING DISCUSSED?

A: SDCL 1-25-1.1 requires that all political subdivisions (except the state and its boards, commissions, or departments as provided in § 1-25-1.3) prominently post a notice and copy of the proposed agenda at the political subdivision's principal office. At a minimum, the proposed agenda must include the date, time, and location of the meeting and must be visible, readable, and accessible to the public for 24 continuous hours immediately preceding the meeting. Also, if the political subdivision has its own website, the notice must be posted on the website upon dissemination of the notice. For special or rescheduled meetings, political subdivisions must comply with the regular meeting notice requirements as much as circumstances permit. The notice must be delivered in person, by mail, by email, or by telephone to all local news media who have asked to be notified. It is good practice for local media to renew requests for notification of special or rescheduled meetings at least annually.

SDCL 1-25-1.3 varies slightly from SDCL 1-25-1.1 and requires the State and its agencies, boards, commissions, or departments to give notice by posting a proposed agenda at least 72 continuous hours before a meeting is scheduled to start (this does not include any weekend or legal holiday). The State is also required to give notice of a public meeting by posting its proposed agenda on <http://boardsandcommissions.sd.gov>.

Q: WHO ARE LOCAL NEWS MEDIA?

A: There is no definition of "local news media" in SDCL ch. 1-25. "News media" is defined in SDCL 13-1-57 generally as those personnel of a newspaper, periodical, news service, radio station, or television station regardless of the medium through which their content is delivered. The Attorney General is of the opinion that "local news media" is all news media – broadcast and print – that regularly carry news to the community.

Q: IS A PUBLIC COMMENT PERIOD REQUIRED AT PUBLIC MEETINGS?

A: Yes. Public bodies are required to provide at every official meeting a period of time on their agenda for public comment. SDCL 1-25-1. Each public body has the discretion to limit public comment as to the time allowed for each topic commented on, and as to the total time allowed for public comment. Public comment is not required at meetings held solely for an executive session, inauguration, presentation of an annual report, or swearing in of elected officials.

Q: CAN PUBLIC MEETINGS BE RECORDED?

A: Yes, SDCL 1-25-11 requires public bodies to allow recording (audio or video) of their meetings if the recording is reasonable, obvious, and not disruptive. This requirement does not apply to those portions of a meeting confidential or closed to the public.

Q: WHEN CAN A MEETING BE CLOSED TO THE PUBLIC AND MEDIA?

A: SDCL 1-25-2 allows a public body to close a meeting for the following purposes: 1) to discuss personnel issues pertaining to officers or employees; 2) consideration of the performance or discipline of a student, or the student's participation in interscholastic activities; 3) consulting with legal counsel, or reviewing communications from legal counsel about proposed or pending litigation or

contractual matters; 4) employee contract negotiations; 5) to discuss marketing or pricing strategies of a publicly-owned competitive business; or 6) to discuss information related to the protection of public or private property such as emergency management response plans or other public safety information. The statute also recognizes that executive session may be appropriate to comport with other laws that require confidentiality or permit executive or closed meetings. Federal law pertaining to students and medical records will also cause school districts and other entities to conduct executive sessions or conduct meetings to refrain from releasing confidential information. Meetings may also be closed by cities and counties for certain economic development matters. SDCL 9-34-19.

Note that SDCL 1-25-2 and SDCL 9-34-19 do not require meetings be closed in any of these circumstances.

Any official action based on discussions in executive session must, however, be made at an open meeting.

Q: WHAT IS THE PROPER PROCEDURE FOR EXECUTIVE SESSIONS?

A: Motions for executive sessions must refer to the specific state or federal law allowing for the executive session i.e. "pursuant to SDCL 1-25-2(3)." Also, best practice to avoid public confusion would be that public bodies explain the reason for going into executive session. For example, the motion might state "motion to go into executive session pursuant to SDCL 1-25-2(1) for the purposes of discussing a personnel matter," or "motion to go into executive session pursuant to SDCL 1-25-2(3) for the purposes of consulting with legal counsel."

Discussion in the executive session must be strictly limited to the announced subject. No official votes may be taken on any matter during an executive session. The public body must return to open session before any official action can be taken.

Q: WHAT HAPPENS IF THE MEDIA OR PUBLIC IS IMPROPERLY EXCLUDED FROM A MEETING OR OTHER VIOLATIONS OF THE OPEN MEETING LAWS OCCUR?

A: Excluding the media or public from a meeting that has not been properly closed subjects the public body or the members involved to: (a) prosecution as a Class 2 misdemeanor punishable by a maximum sentence of 30 days in jail, a \$500 fine or both; or (b) a reprimand by the Open Meeting Commission ("OMC"). The same penalties apply if the agenda for the meeting is not properly posted, or other open meeting violations occur.

Also, action taken during any meeting that is not open or has not been properly noticed could, if challenged, be declared null and void.

Q: HOW ARE ISSUES REFERRED TO THE OPEN MEETINGS COMMISSION ("OMC")?

A: Persons alleging violations of the open meetings laws must make their complaints with law enforcement officials in the county where the offense occurred. After a signed and notarized complaint is made under oath, and any necessary investigation is conducted, the State's Attorney may: (a) prosecute the case as a misdemeanor; (b) find that the matter has no merits and file a report with the Attorney General for statistical purposes; or (c) forward the complaint to the OMC for a determination. The OMC is comprised of five State's Attorneys or Deputy State's Attorneys appointed by the Attorney General. The OMC examines whether a violation has occurred and makes written public findings explaining its reasons. If you have questions on the procedures or status of a pending case, you may contact the Attorney General's Office at 605-773-3215 to talk to an assistant for the OMC. Procedures for the OMC are posted on the website for the Office of Attorney General. <http://atg.sd.gov/>.

Q: WHAT DOES THE TERM "SOVEREIGN POWER" MEAN?

A: The open meetings laws do not define this term, but it generally means the power to levy taxes, impose penalties, make special assessments, create ordinances, abate nuisances, regulate the conduct of others, or perform other traditional government functions. The term may include the exercise of many other governmental functions. If an entity is unclear whether it is exercising "sovereign power" it should consult with legal counsel.

Q: MAY AGENDA ITEMS BE CONSIDERED IF THEY ARE ADDED LESS THAN 24 HOURS BEFORE A MEETING?

A: Proposed agendas for public meetings must be posted at least 24 hours in advance of the meeting. The purpose of providing advance notice of the topics to be discussed at a meeting is to provide information to interested members of the public concerning the governing body's anticipated business. Typically, the public body adopts the final agenda upon convening the meeting. At the time the final agenda is adopted, the governing body may add or delete agenda items and may also change the order of business. See *In re Yankton County Commission, Open Meetings Commission Decision # 20-03, December 31, 2020*. New items cannot be added after the agenda has been adopted by the governing body.

Public bodies are strongly encouraged to provide at least 24 hours' notice of all agenda items so as to be fair to the public and to avoid dispute.

For special or rescheduled meetings, public bodies are to comply to the extent circumstances permit. In other words, posting less than 24 hours in advance may be permissible in emergencies.

Q: ARE EMAIL DISCUSSIONS "MEETINGS" FOR PURPOSES OF THE OPEN MEETINGS LAWS?

A: The definition of an "official meeting" in SDCL 1-25-12(1) specifically includes meetings conducted by "electronic means, including electronic mail, instant messaging, social media, text message, or virtual meeting platform[.]" A quorum of a public body that discusses official business of that body via electronic means is conducting an official meeting for purposes of the open meetings laws. Electronic communications made solely for scheduling purposes do not fall within the definition of an official meeting.

Q: WHAT RECORDS MUST BE AVAILABLE TO THE PUBLIC IN CONJUNCTION WITH PUBLIC MEETINGS?

A: SDCL 1-25-1.4 requires state boards, commissions, or departments to make public meeting materials available on <http://boardsandcommissions.sd.gov>. SDCL 1-27-1.16 requires that any other public body must post meeting materials on the public body's website or make those materials available to the public at least twenty-four hours prior to the hearing or when made available to the members of the public body, whichever is later. Finally, SDCL 1-27-1.17 requires that draft minutes of public meetings must be made available to the public at the principal place of business for the public body within 10 business days after the meeting (or made available on the website for the public body within five business days).

These laws are in addition to any specific requirements for public bodies (i.e., publication requirements in state laws pertaining to cities, counties, or school districts). Enforcement of public records laws contained in SDCL Ch. 1-27 are handled by separate procedures found in SDCL 1-27-35, et. seq. rather than the open meeting procedures described above. Violations of SDCL 1-27-1.16 and 1-27-1.17 are also Class 2 misdemeanors.

Q: WHAT REQUIREMENTS APPLY TO TASK FORCES, COMMITTEES AND WORKING GROUPS?

A: Task forces and committees that exercise "sovereign power," and are created by statute, ordinance, or proclamation are required to comply with the open meetings laws. SDCL 1-25-12(1). Task forces, committees, and working groups that are not created by statute, ordinance, or proclamation, or are advisory only, may not be subject to the open meetings laws, but are encouraged to comply to the extent possible when public matters are discussed. Ultimately, if such advisory task forces, committees and working groups present any reports or recommendations to public bodies, the public bodies must wait until the next meeting (or later) before taking final action on the recommendations. SDCL 1-27-1.18.

Q: ARE PUBLIC BODIES REQUIRED TO REVIEW THE OPEN MEETINGS LAWS?

A: Public bodies must annually review an explanation of the open meetings laws provided by the Attorney General, along with any other material pertaining to the open meetings laws made available by the Attorney General. SDCL 1-25-13. Each public body must report in its minutes that the annual review of the open meetings laws was completed.

PERTINENT S.D. OPEN MEETINGS STATUTES
(other specific provisions may apply depending on the public body involved)

1-25-1. OPEN MEETINGS. An official meeting of a public body is open to the public unless a specific law is cited by the public body to close the official meeting to the public.

It is not an official meeting of one public body if its members provide information or attend the official meeting of another public body for which the notice requirements of § 1-25-1.1 or 1-25-1.3 have been met. It is not an official meeting of a public body if its members attend a press conference called by a representative of the public body.

For any event hosted by a nongovernmental entity to which a quorum of the public body is invited and public policy may be discussed, but the public body does not control the agenda, the public body may post a public notice of a quorum, in lieu of an agenda. The notice of a quorum must meet the posting requirements of § 1-25-1.1 or 1-25-1.3 and must contain, at a minimum, the date, time, and location of the event.

The public body shall reserve at every official meeting a period for public comment, limited at the public body's discretion as to the time allowed for each topic and the total time allowed for public comment, but not so limited as to provide for no public comment.

Public comment is not required at an official meeting held solely for the purpose of meeting in executive session, an inauguration, presentation of an annual report to the public body, or swearing in of a newly elected official, regardless of whether the activity takes place at the time and place usually reserved for an official meeting.

If a quorum of township supervisors, road district trustees, or trustees for a municipality of the third class meets solely for purposes of implementing previously publicly adopted policy; carrying out ministerial functions of that township, district, or municipality; or undertaking a factual investigation of conditions related to public safety; the meeting is not subject to the provisions of this chapter.

A violation of this section is a Class 2 misdemeanor.

1-25-1.1. PUBLIC NOTICE OF POLITICAL SUBDIVISIONS. Each political subdivision shall provide public notice, with proposed agenda, that is visible, readable, and accessible for at least an entire, continuous twenty-four hours immediately preceding any official meeting, by posting a copy of the notice, visible to the public, at the principal office of the political subdivision holding the meeting. The proposed agenda shall include the date, time, and location of the meeting. The notice shall also be posted on the political subdivision's website upon dissemination of the notice, if a website exists. For any special or rescheduled meeting, the information in the notice shall be delivered in person, by mail, by email, or by

telephone, to members of the local news media who have requested notice. For any special or rescheduled meeting, each political subdivision shall also comply with the public notice provisions of this section for a regular meeting to the extent that circumstances permit. A violation of this section is a Class 2 misdemeanor.

1-25-1.3. PUBLIC NOTICE OF STATE. The state shall provide public notice of a meeting by posting a copy of the proposed agenda at the principal office of the board, commission, or department holding the meeting. The proposed agenda shall include the date, time, and location of the meeting, and be visible, readable, and accessible to the public. The agenda shall be posted at least seventy-two hours before the meeting is scheduled to start according to the agenda. The seventy-two hours does not include Saturday, Sunday, or legal holidays. The notice shall also be posted on a state website, designated by the commissioner of the Bureau of Finance and Management. For any special or rescheduled meeting, the information in the notice shall be delivered in person, by mail, by email, or by telephone, to members of the local news media who have requested notice. For any special or rescheduled meeting, the state shall also comply with the public notice provisions of this section for a regular meeting to the extent that circumstances permit. A violation of this section is a Class 2 misdemeanor.

1-25-1.5. TELECONFERENCE MEETING. Any official meeting may be conducted by teleconference. A teleconference may be used to conduct a hearing or take final disposition regarding an administrative rule pursuant to § 1-26-4. A member is deemed present if the member answers present to the roll call conducted by teleconference for the purpose of determining a quorum. Each vote at an official meeting held by teleconference may be taken by voice vote. If any member votes in the negative, the vote shall proceed to a roll call vote.

1-25-1.6. TELECONFERENCE PARTICIPATION. At any official meeting conducted by teleconference, there shall be provided one or more places at which the public may listen to and participate in the teleconference meeting. For any official meeting held by teleconference, that has less than a quorum of the members of the public body participating in the meeting who are present at the location open to the public, arrangements shall be provided for the public to listen to the meeting via telephone or internet. The requirement to provide one or more places for the public to listen to the teleconference does not apply to official meetings closed to the public pursuant to specific law.

1-25-2. EXECUTIVE SESSION. Executive or closed meetings may be held for the sole purposes of:

(1) Discussing the qualifications, competence, performance, character or fitness of any public officer or employee or prospective public officer or employee. The term, employee, does not include any independent contractor;

(2) Discussing the expulsion, suspension, discipline, assignment of or the educational program of a student or the eligibility of a student to participate in interscholastic activities provided by the South Dakota High School Activities Association;

(3) Consulting with legal counsel or reviewing communications from legal counsel about proposed or pending litigation or contractual matters;

(4) Preparing for contract negotiations or negotiating with employees or employee representatives;

(5) Discussing marketing or pricing strategies by a board or commission of a business owned by the state or any of its political subdivisions, when public discussion may be harmful to the competitive position of the business; or

(6) Discussing information pertaining to the protection of public or private property and any person on or within public or private property specific to:

(a) Any vulnerability assessment or response plan intended to prevent or mitigate criminal acts;

(b) Emergency management or response;

(c) Public safety information that would create a substantial likelihood of endangering public safety or property, if disclosed;

(d) Cyber security plans, computer, communications network schema, passwords, or user identification names;

(e) Guard schedules;

(f) Lock combinations;

(g) Any blueprint, building plan, or infrastructure record regarding any building or facility that would expose or create vulnerability through disclosure of the location, configuration, or security of critical systems of the building or facility; and

(h) Any emergency or disaster response plans or protocols, safety or security audits or reviews, or lists of emergency or disaster response personnel or material; any location or listing of weapons or ammunition; nuclear, chemical, or biological agents; or other military or law enforcement equipment or personnel.

However, any official action concerning the matters pursuant to this section shall be made at an open official meeting. An executive or closed meeting must be held only upon a majority vote of the members of the public body present and voting, and discussion during the closed meeting

is restricted to the purpose specified in the closure motion. Nothing in § 1-25-1 or this section prevents an executive or closed meeting if the federal or state Constitution or the federal or state statutes require or permit it. A violation of this section is a class 2 misdemeanor.

1-25-6. DUTY OF STATE'S ATTORNEY. If a complaint alleging a violation of chapter 1-25 is made pursuant to § 23A-2-1, the state's attorney shall take one of the following actions:

(1) Prosecute the case pursuant to Title 23A;

(2) Determine that there is no merit to prosecuting the case. Upon doing so, the state's attorney shall send a copy of the complaint and any investigation file to the attorney general. The attorney general shall use the information for statistical purposes and may publish abstracts of such information, including the name of the government body involved for purposes of public education; or

(3) Send the complaint and any investigation file to the South Dakota Open Meetings Commission for further action.

1-25-6.1. DUTY OF STATE'S ATTORNEY (COUNTY COMMISSION ISSUES). If a complaint alleges a violation of this chapter by a board of county commissioners, the state's attorney shall take one of the following actions:

(1) Prosecute the case pursuant to Title 23A;

(2) Determine that there is no merit to prosecuting the case. The attorney general shall use the information for statistical purposes and may publish abstracts of the information as provided by § 1-25-6;

(3) Send the complaint and any investigation file to the South Dakota Open Meetings Commission for further action; or

(4) Refer the complaint to another state's attorney or to the attorney general for action pursuant to § 1-25-6.

1-25-7. REFERRAL TO OMC. Upon receiving a referral from a state's attorney or the attorney general, the South Dakota Open Meetings Commission shall examine the complaint and investigatory file submitted by the state's attorney or the attorney general and shall also consider signed written submissions by the persons or entities that are directly involved. Based on the investigatory file submitted by the state's attorney or the attorney general and any written responses, the commission shall issue a written determination on whether the conduct violates this chapter, including a statement of the reasons therefor and findings of fact on each issue and conclusions of law necessary for the proposed decision. The final decision shall be made by a majority of the commission members, with each member's vote set forth in the written decision. The final decision shall be filed with the attorney general and shall be provided to the public entity and or public officer involved, the state's attorney,

and any person that has made a written request for such determinations. If the commission finds a violation of this chapter, the commission shall issue a public reprimand to the offending official or governmental entity. However, no violation found by the commission may be subsequently prosecuted by the state's attorney or the attorney general. All findings and public censures of the commission shall be public records pursuant to § 1-27-1. Sections 1-25-6 to 1-25-9, inclusive, are not subject to the provisions of chapter 1-26.

1-25-8. OMC Members. The South Dakota Open Meeting Commission is comprised of five state's attorneys or deputy state's attorneys appointed by the attorney general. Each commissioner serves at the pleasure of the attorney general. The members of the commission shall choose a chair of the commission annually by majority vote.

1-25-12. DEFINITIONS. Terms used in the open meetings laws mean:

(1) "Official meeting," any meeting of a quorum of a public body at which official business or public policy of that public body is discussed or decided by the public body, whether in person or by means of teleconference or electronic means, including electronic mail, instant messaging, social media, text message, or virtual meeting platform, provided the term does not include communications solely to schedule a meeting or confirm attendance availability for a future meeting;

(2) "Political subdivision," any association, authority, board, municipality, commission, committee, council, county, school district, task force, town, township, or other local governmental entity, which is created by statute, ordinance, or resolution, and is vested with the authority to exercise any sovereign power derived from state law;

(3) "Public body," any political subdivision or the state;

(4) "State," each agency, board, commission, or department of the State of South Dakota, not including the Legislature; and

(5) "Teleconference," an exchange of information by any audio, video, or electronic medium, including the Internet.

1-25-13. ANNUAL REVIEW OF OPEN MEETING LAWS. Any agency, as defined in § 1-26-1, or political subdivision of this state, that is required to provide public notice of its meetings pursuant to § 1-25-1.1 or 1-25-1.3 must annually review the following, during an official meeting of the agency or subdivision:

(1) The explanation of the open meeting laws of this state published by the attorney general, pursuant to § 1-11-1; and

(2) Any other material pertaining to the open meeting laws of this state provided by the attorney general.

The agency or subdivision must include in the minutes of the official meeting an acknowledgement that the review was completed.

1-27-1.16. MEETING PACKETS AND MATERIALS.

If a meeting is required to be open to the public pursuant to § 1-25-1 and if any printed material relating to an agenda item of the meeting is prepared or distributed by or at the direction of the governing body or any of its employees and the printed material is distributed before the meeting to all members of the governing body, the material shall either be posted on the governing body's website or made available at the official business office of the governing body at least twenty-four hours prior to the meeting or at the time the material is distributed to the governing body, whichever is later. If the material is not posted to the governing body's website, at least one copy of the printed material shall be available in the meeting room for inspection by any person while the governing body is considering the printed material. However, the provisions of this section do not apply to any printed material or record that is specifically exempt from disclosure under the provisions of this chapter or to any printed material or record regarding the agenda item of an executive or closed meeting held in accordance with § 1-25-2. A violation of this section is a Class 2 misdemeanor. However, the provisions of this section do not apply to printed material, records, or exhibits involving contested case proceedings held in accordance with the provisions of chapter 1-26.

1-27-1.17. DRAFT MINUTES. The unapproved, draft minutes of any public meeting held pursuant to § 1-25-1 that are required to be kept by law shall be available for inspection by any person within ten business days after the meeting. However, this section does not apply if an audio or video recording of the meeting is available to the public on the governing body's website within five business days after the meeting. A violation of this section is a Class 2 misdemeanor. However, the provisions of this section do not apply to draft minutes of contested case proceedings held in accordance with the provisions of chapter 1-26.

1-27-1.18. WORKING GROUP REPORTS. Any final recommendations, findings, or reports that result from a meeting of a committee, subcommittee, task force, or other working group which does not meet the definition of a political subdivision or public body pursuant to § 1-25-1, but was appointed by the governing body, shall be reported in open meeting to the governing body which appointed the committee, subcommittee, task force, or other working group. The governing body shall delay taking any official action on the recommendations, findings, or reports until the next meeting of the governing body.

NEW

Travel Reimbursement Rates

Effective October 1, 2025

Mileage Reimbursement

SDCL 3-9

Type	Rate	Comments
High Mileage	\$0.70/mile	Personal vehicle is used AND state motor pool vehicle is not available.
Low Mileage	\$0.315/mile	Personal vehicle is used AND state motor pool vehicle is available.
Special Needs Mileage	\$0.91/mile	Large personal vehicle is used (ex. Van, truck, SUV).
Special Needs Mileage	\$0.70/mile	Personal vehicle is used.

In-State Travel Reimbursement

In-State Lodging

SDCL 3-9-2

Primary Destination	County	Maximum Lodging Rate + Taxes and Mandatory Fees
Standard Rate	Applies for all locations without specified rate	\$110
Deadwood/Spearfish	Lawrence	October: \$140; November – April: \$110; May – September: \$140
Hot Springs	Fall River/Custer	October – May: \$110; June – September: \$161
Rapid City	Pennington	October – May: \$110; June – August: \$158; September: \$110

In-State Meals

ARSD 05:01:02:14

Meal	Amount	Leave Before	Arrive After
Breakfast	\$6	5:31 AM	7:59 AM
Lunch	\$14	11:31 AM	12:59 PM
Dinner	\$20	5:31 PM	7:59 PM
Daily Maximum	\$40		

Out-of-State Travel Reimbursement

ARSD 05:01:02:11

Lodging	\$175 + tax	Additional \$100 available with excess lodging approval.
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Meal	Amount	Leave Before	Arrive After
Breakfast	\$10	5:31 AM	7:59 AM
Lunch	\$18	11:31 AM	12:59 PM
Dinner	\$28	5:31 PM	7:59 PM
Daily Maximum	\$56		

Out-of-Country Travel Reimbursement

ARSD 05:01:02:10.01

Lodging	\$175 + tax	Additional \$100 available with excess lodging approval.
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Meal	Amount	Leave Before	Arrive After
Breakfast	\$10	5:31 AM	7:59 AM
Lunch	\$21	11:31 AM	12:59 PM
Dinner	\$29	5:31 PM	7:59 PM
Daily Maximum	\$60		

OLD

Travel Reimbursement Rates

Effective October 1, 2024

Mileage Reimbursement

SDCL 3-9

Type	Rate	Comments
High Mileage	\$0.67/mile	Personal vehicle is used AND state motor pool vehicle is not available.
Low Mileage	\$0.302/mile	Personal vehicle is used AND state motor pool vehicle is available.
Special Needs Mileage	\$0.871/mile	Large personal vehicle is used (ex. Van, truck, SUV).
Special Needs Mileage	\$0.67/mile	Personal vehicle is used.

In-State Travel Reimbursement

In-State Lodging

SDCL 3-9-2

Primary Destination	County	Maximum Lodging Rate + Taxes and Mandatory Fees
Standard Rate	Applies for all locations without specified rate	\$110
Deadwood/Spearfish	Lawrence	October: \$140; November – April: \$110; May – September: \$140
Hot Springs	Fall River/Custer	October – May: \$110; June – September: \$161
Rapid City	Pennington	October – May: \$110; June – August: \$158; September: \$110

In-State Meals

ARSD 05:01:02:14

Meal	Amount	Leave Before	Arrive After
Breakfast	\$6	5:31 AM	7:59 AM
Lunch	\$14	11:31 AM	12:59 PM
Dinner	\$20	5:31 PM	7:59 PM
Daily Maximum	\$40		

Out-of-State Travel Reimbursement

ARSD 05:01:02:11

Lodging	\$175 + tax	Additional \$100 available with excess lodging approval.
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Meal	Amount	Leave Before	Arrive After
Breakfast	\$10	5:31 AM	7:59 AM
Lunch	\$18	11:31 AM	12:59 PM
Dinner	\$28	5:31 PM	7:59 PM
Daily Maximum	\$56		

Out-of-Country Travel Reimbursement

ARSD 05:01:02:10.01

Lodging	\$175 + tax	Additional \$100 available with excess lodging approval.
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Meal	Amount	Leave Before	Arrive After
Breakfast	\$10	5:31 AM	7:59 AM
Lunch	\$21	11:31 AM	12:59 PM
Dinner	\$29	5:31 PM	7:59 PM
Daily Maximum	\$60		