

**SUMMERSET CITY COMMISSION
REGULAR MEETING
SUMMERSET MUNICIPAL BUILDING
7055 LEISURE LANE
Tuesday, June 17th, 2025, 6:00 P.M.**

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

Mayor Kitzmiller led in the Pledge of Allegiance.

Commissioner Osten gave the invocation.

Call For Changes

There were no declarations of conflict of interest.

Motion by Markham, second by Osten to approve the amended agenda of the regular meeting of the Summerset City Commission for June 17th, 2025, as presented or amended. Motion carried. Agenda was amended to remove item 13.

Citizen Input

No citizen input.

Consent Calendar

Approval of the Minutes

Motion by Osten, second by Pulscher to approve the minutes of the meeting held on June 5th, 2025, as presented or amended. Motion carried.

Approval of the Claims

Motion by Markham, second by Osten to approve the claims in the amount of \$27,084.38 from June 5th, 2025, to June 16th, 2025. Motion carried.

Black Hawk Water Users District	42.00
City of Rapid City	5807.34
Column Software PBC	316.19
Demersseman Jensen Tellinghuisen & Huffman, LLP	2067.50
Golden West Technologies	4166.58
HDR Engineering, Inc	7790.00
Meade County Auditor	3828.24
Midcontinent Communications	186.92
SD One Call	42.00
Servall Uniform & Linen Supply	11.54
Wareing Sturgis Ford	1145.06
AT&T Mobility	652.99
SD State Treasurer	1028.02

Noted for the record-Department Head Reports are in the packet for viewing.

SEDC Update- Brenna Block

Brenna Block gave updates on recent SEDC happenings. Block attended an open house for Schaffer Carpets. She also made note that C4 has sold, putting 15-20 employees in need of jobs. Block noted that a company had approached her regarding Tiny Homes. Block has also attended numerous meetings around the area. Block announced she will be leaving in 6 to 12 weeks and that her position is now open.

Draft Policy on Uniform Stipends- Brielle Schrock

Motion by Osten, second by Markham to open discussion. Motion carried. Finance Officer Brielle Schrock reported that the presented policy was from changes made during the previous year's budget meetings. Commissioner Markham expressed concerns and felt the policy needed to have been presented to the Department Heads before being presented to the board. Schrock stated she would get the policy to the Department Heads.

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

Motion by Osten, second by Markham to table the item until July 3rd, 2025. Motion carried.

Non-Sufficient Funds Policy – Brielle Schrock

Motion by Hirsch, second by Osten to open discussion. Motion carried. Finance Officer Brielle Schrock reviewed the policies with the board to include the previous changes they had requested. City Attorney Mike Wheeler stated he would create a resolution for the board on this item.

Motion by Pulscher, second by Markham to close discussion. Motion carried. No action taken.

Delinquent Accounts Policy – Brielle Schrock

Motion by Osten, second by Hirsch to open discussion. Motion carried. Finance Officer Brielle Schrock reviewed the policies with the board to include the previous changes they had requested. City Attorney Mike Wheeler stated he would create a resolution for the board on this item as well.

Motion by Markham, second by Pulscher to close discussion. Motion carried. No action taken.

Job Description Public Works Foreman/Payroll Change – Public Works

*Mitch Anglin Grade 15/Step I - @ 26.72 effective May 26th, 2025.

Motion by Markham, second by Osten to open discussion. Motion carried. Mayor Kitzmiller spoke to the Board about increasing Mitch Anglin's pay and recreating his job description. Mayor Kitzmiller expressed that he felt this rate put him where he needed to be in terms of pay.

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

Motion by Osten, second by Hirsch to approve both the Public Works Foreman job description and Mitch Anglin's Grade and Step increase with increased pay to 26.72, effective May 26th, 2025. Motion carried.

Discussion on Going Live with Website/taking Online Payments – Brielle Schrock

Motion by Osten, second by Markham to open discussion. Motion carried. Finance Officer Brielle Schrock presented the Board with options for Authorize.net or Mygov for taking payments through the City's new website. Schrock explained that at this time we have not received a quote for Mygov. Commissioner Pulscher stated he felt it best to wait until the Mygov quote came through so as to go live with the final product.

Motion by Osten, second by Markham to close discussion. Motion carried. No action taken.

Upcoming Events

City Offices will be closed Thursday, June 19th for the Juneteenth Holiday.

Executive session

None

Adjournment

Motion by Osten, second by Hirsch to adjourn at 6:36 p.m. Motion carried.

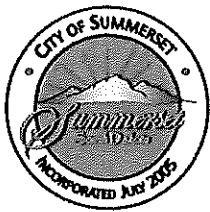
(SEAL)

ATTEST:

Brielle Schrock
Finance Officer

Michael Kitzmiller
Mayor

Published once _____, 2025 at the total approximate cost of _____.



Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Vendor: 1098 - A&B Business Solutions										Vendor Total: 526.63
<u>IN1270747</u>	Invoice	7/3/2025	7/3/2025	7/3/2025	7/3/2025	45.00	0.00	0.00	0.00	45.00
Water machine monthly usage	BANKW - BANK WEST				No					
Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
Monthly water contract	NA	0.00	0.00	45.00	0.00	0.00	0.00	45.00		
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
<u>101-4192-43400</u>	Equip Expense				45.00	100.00%				
<u>IN1271627</u>	Invoice	7/3/2025	7/3/2025	7/3/2025	7/3/2025	481.63	0.00	0.00	0.00	481.63
Monthly copier usage	BANKW - BANK WEST				No					
Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
Monthly copier usage	NA	0.00	0.00	481.63	0.00	0.00	0.00	481.63		
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
<u>101-4192-43400</u>	Equip Expense				481.63	100.00%				
Vendor: 1111 - Ambrose, Jonathan										Vendor Total: 50.00
<u>2025.07</u>	Invoice	7/3/2025	7/3/2025	7/3/2025	7/3/2025	50.00	0.00	0.00	0.00	50.00
Phone stipend	BANKEFT - BANK WEST EFT				No					
Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
Phone stipend	NA	0.00	0.00	50.00	0.00	0.00	0.00	50.00		
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
<u>604-4000-42810</u>	Phone				50.00	100.00%				
Vendor: 1808 - Anglin, Mitch										Vendor Total: 50.00
<u>2025.07</u>	Invoice	7/3/2025	7/3/2025	7/3/2025	7/3/2025	50.00	0.00	0.00	0.00	50.00
Phone stipend	BANKEFT - BANK WEST EFT				No					
Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
Phone stipend	NA	0.00	0.00	50.00	0.00	0.00	0.00	50.00		
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
<u>101-4310-42810</u>	Phone				50.00	100.00%				
Vendor: 1191 - Auto Owners Insurance										Vendor Total: 15.00
<u>Q13969780</u>	Invoice	7/3/2025	7/3/2025	7/3/2025	7/3/2025	15.00	0.00	0.00	0.00	15.00
Public official bond	BANKW - BANK WEST				No					
Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
Public official bond	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>101-4110-42100</u>	Other Ins Expense				15.00	100.00%				
Vendor: 1906 - Birgen, Nicholin										Vendor Total: 50.00
<u>20025.07</u>	Invoice	7/3/2025	7/3/2025	7/3/2025	7/3/2025	50.00	0.00	0.00	0.00	50.00
Phone stipend	BANKEFT - BANK WEST EFT				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	
Phone stipend	NA		0.00	0.00	50.00	0.00	0.00	0.00	50.00	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
<u>101-4140-42810</u>	Phone				50.00	100.00%				

Vendor: 0808 - Black Hills Energy Vendor Total: 6,664.40

<u>2025.07</u>	Invoice	7/3/2025	7/3/2025	7/3/2025	7/3/2025	6,664.40	0.00	0.00	0.00	6,664.40
Monthly usage	BANKEFT - BANK WEST EFT		No							

Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Monthly usage	NA		0.00	0.00	6,664.40	0.00	0.00	0.00	6,664.40	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
<u>101-4192-42800</u>	Utility Expense				633.59	9.51%				
<u>101-4310-42800</u>	Utility Expense				1,032.80	15.50%				
<u>101-4520-42800</u>	Utility Expense				46.02	0.69%				
<u>604-4000-42800</u>	Utility Expense				4,951.99	74.31%				

Vendor: 1504 - CBH CO-OP Vendor Total: 3,503.80

<u>2025.07</u>	Invoice	7/3/2025	7/3/2025	7/3/2025	7/3/2025	3,503.80	0.00	0.00	0.00	3,503.80
Govt fuel	BANKW - BANK WEST		No							

Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Govt fuel	NA		0.00	0.00	3,503.80	0.00	0.00	0.00	3,503.80	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
<u>101-4210-42611</u>	Fuel Expense				2,001.12	57.11%				
<u>101-4310-42611</u>	Fuel Expense				1,502.68	42.89%				

Vendor: 2077 - Central Lake Armor Express, Inc Vendor Total: 648.15

<u>IN-0240718</u>	Invoice	7/3/2025	7/3/2025	7/3/2025	7/3/2025	648.15	0.00	0.00	0.00	648.15
Officer Body Armor	BANKW - BANK WEST		No							

Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Officer Body Armor	NA		0.00	0.00	648.15	0.00	0.00	0.00	648.15	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
<u>101-4210-42851</u>	Duty Equipment				648.15	100.00%				

Vendor: 1093 - Dakota Pump, Inc Vendor Total: 1,466.51

<u>19467</u>	Invoice	7/3/2025	7/3/2025	7/3/2025	7/3/2025	1,466.51	0.00	0.00	0.00	1,466.51
WWTP servicing	BANKW - BANK WEST		No							

Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
WWTP servicing	NA		0.00	0.00	1,466.51	0.00	0.00	0.00	1,466.51	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
<u>604-4000-42500</u>	Repair/Maint Expense				1,466.51	100.00%				

Vendor: 0468 - Delta Dental Vendor Total: 1,019.00

<u>2025.07</u>	Invoice	7/3/2025	7/3/2025	7/3/2025	7/3/2025	1,019.00	0.00	0.00	0.00	1,019.00
Emp Dental	BANKW - BANK WEST		No							

Payable Register

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description										
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Jan 2025 Emp Dental Distributions	NA		0.00	0.00	1,019.00	0.00	0.00	0.00	1,019.00	
Account Number	Account Name	Project Account Key			Amount	Percent				
<u>998-0000-21800</u>	Dental & Vision Ins Payable				1,019.00	100.00%				

Vendor: 2046 - Doty, Jason Vendor Total: 50.00

<u>2025.07</u>	Invoice	7/3/2025	7/3/2025	7/3/2025	7/3/2025	50.00	0.00	0.00	0.00	50.00
Phone stipend										
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Phone stipend	NA		0.00	0.00	50.00	0.00	0.00	0.00	50.00	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
<u>101-4310-42810</u>	Phone				50.00	100.00%				

Vendor: 0041 - Health Pool of SD Vendor Total: 16,618.27

<u>2025.07</u>	Invoice	7/3/2025	7/3/2025	7/3/2025	7/3/2025	16,618.27	0.00	0.00	0.00	16,618.27
Emp health ins										
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Emp health ins	NA		0.00	0.00	16,618.27	0.00	0.00	0.00	16,618.27	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
<u>998-0000-21830</u>	Medical Ins Payable				16,618.27	100.00%				

Vendor: 1506 - Hermanson Egge Engineering, Inc. Vendor Total: 270.00

<u>2025.127</u>	Invoice	7/3/2025	7/3/2025	7/3/2025	7/3/2025	270.00	0.00	0.00	0.00	270.00
Inspections										
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
inspections	NA		0.00	0.00	270.00	0.00	0.00	0.00	270.00	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
<u>101-4232-42320</u>	Building Inspection Expense				270.00	100.00%				

Vendor: 2052 - Hills Toilet Service Vendor Total: 195.00

<u>17622</u>	Invoice	7/3/2025	7/3/2025	7/3/2025	7/3/2025	130.00	0.00	0.00	0.00	130.00
Temp toilets										
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Temp toilets	NA		0.00	0.00	130.00	0.00	0.00	0.00	130.00	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
<u>101-4520-42830</u>	Temporary Toilets				130.00	100.00%				

17623 Invoice 7/3/2025 7/3/2025 7/3/2025 7/3/2025 65.00 0.00 0.00 0.00 65.00

Temp toilets										
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Temp toilets	NA		0.00	0.00	65.00	0.00	0.00	0.00	65.00	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
<u>101-4520-42830</u>	Temporary Toilets				65.00	100.00%				

Vendor: 1513 - Hirsch, Clyde Vendor Total: 50.00

Payable Register

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
<u>2025.07</u>	Invoice	7/3/2025	7/3/2025	7/3/2025	7/3/2025	50.00	0.00	0.00	0.00	50.00
Phone stipend		BANKEFT - BANK WEST EFT			No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Phone stipend	NA		0.00	0.00	50.00	0.00	0.00	0.00	50.00	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
<u>101-4110-42810</u>	Phone				50.00	100.00%				

Vendor: <u>1566 - JUSQ, COLTON</u>										Vendor Total:	116.00
<u>2025TV0004</u>	Invoice	7/3/2025	7/3/2025	7/3/2025	7/3/2025	116.00	0.00	0.00	0.00	116.00	
SRO Conf Travel Reimb		BANKW - BANK WEST			No						
Items											
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total		
SRO Conf Travel Reimb	NA		0.00	0.00	116.00	0.00	0.00	0.00	116.00		
Distributions											
Account Number	Account Name	Project Account Key			Amount	Percent					
<u>101-4120-42700</u>	Travel/Conf Expense				116.00	100.00%					

Vendor: <u>0324 - Kayl, Anthony</u>										Vendor Total:	50.00
<u>2025.07</u>	Invoice	7/3/2025	7/3/2025	7/3/2025	7/3/2025	50.00	0.00	0.00	0.00	50.00	
Phones Stipend		BANKEFT - BANK WEST EFT			No						
Items											
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total		
Phones Stipend	NA		0.00	0.00	50.00	0.00	0.00	0.00	50.00		
Distributions											
Account Number	Account Name	Project Account Key			Amount	Percent					
<u>101-4310-42810</u>	Phone				50.00	100.00%					

Vendor: <u>1103 - Kitzmiller, Michael</u>										Vendor Total:	50.00
<u>2025.07</u>	Invoice	7/3/2025	7/3/2025	7/3/2025	7/3/2025	50.00	0.00	0.00	0.00	50.00	
Phone stipend		BANKEFT - BANK WEST EFT			No						
Items											
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total		
Phone stipend	NA		0.00	0.00	50.00	0.00	0.00	0.00	50.00		
Distributions											
Account Number	Account Name	Project Account Key			Amount	Percent					
<u>101-4120-42810</u>	Phone				50.00	100.00%					

Vendor: <u>1970 - Markham, Gwenn</u>										Vendor Total:	50.00
<u>2025.07</u>	Invoice	7/3/2025	7/3/2025	7/3/2025	7/3/2025	50.00	0.00	0.00	0.00	50.00	
Phone stipend		BANKEFT - BANK WEST EFT			No						
Items											
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total		
Phone stipend	NA		0.00	0.00	50.00	0.00	0.00	0.00	50.00		
Distributions											
Account Number	Account Name	Project Account Key			Amount	Percent					
<u>101-4110-42810</u>	Phone				50.00	100.00%					

Vendor: <u>0937 - MDU</u>										Vendor Total:	400.89
<u>2025.07</u>	Invoice	7/3/2025	7/3/2025	7/3/2025	7/3/2025	400.89	0.00	0.00	0.00	400.89	
Govt building utilities		BANKEFT - BANK WEST EFT			No						

Payable Register

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description										
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Sewer generator-10009	NA		0.00	0.00	57.77	0.00	0.00	0.00	57.77	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
604-4000-42800	Utility Expense				57.77	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Pw building-35150	NA		0.00	0.00	40.45	0.00	0.00	0.00	40.45	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
101-4310-42800	Utility Expense				40.45	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Lift station-10002	NA		0.00	0.00	67.30	0.00	0.00	0.00	67.30	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
604-4000-42800	Utility Expense				67.30	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
City hall-68274	NA		0.00	0.00	84.12	0.00	0.00	0.00	84.12	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
101-4192-42800	Utility Expense				84.12	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Farm tap	NA		0.00	0.00	151.25	0.00	0.00	0.00	151.25	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
604-4000-42800	Utility Expense				151.25	100.00%				

Vendor: 1157 - Midcontinent Testing Laboratories, Inc. Vendor Total: 368.25

<u>133846</u>	Invoice	7/3/2025	7/3/2025	7/3/2025	7/3/2025	368.25	0.00	0.00	0.00	368.25
Monthly testing	BANKW - BANK WEST		No							
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Monthly testing	NA		0.00	0.00	368.25	0.00	0.00	0.00	368.25	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
604-4000-42620	Testing Expense				368.25	100.00%				

Vendor: 1971 - Osten, Michael Vendor Total: 50.00

<u>2025.07</u>	Invoice	7/3/2025	7/3/2025	7/3/2025	7/3/2025	50.00	0.00	0.00	0.00	50.00
Phone stipend	BANKEFT - BANK WEST EFT		No							
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Phone stipend	NA		0.00	0.00	50.00	0.00	0.00	0.00	50.00	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
101-4110-42810	Phone				50.00	100.00%				

Vendor: 0007 - Print Market Vendor Total: 41.50

<u>91354</u>	Invoice	7/3/2025	7/3/2025	7/3/2025	7/3/2025	41.50	0.00	0.00	0.00	41.50
Pulscher business cards	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	
Pulscher business cards	NA		0.00	0.00	41.50	0.00	0.00	0.00	41.50	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
<u>101-4110-42600</u>	Supply/Material Exp				41.50	100.00%				

Vendor: 2047 - Pulscher, Jordan Vendor Total: 50.00

<u>2025.07</u>	Invoice	7/3/2025	7/3/2025	7/3/2025	7/3/2025	50.00	0.00	0.00	0.00	50.00
Phone stipend		BANKEFT - BANK WEST EFT			No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Phone stipend	NA		0.00	0.00	50.00	0.00	0.00	0.00	50.00	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
<u>101-4110-42810</u>	Phone				50.00	100.00%				

Vendor: 2076 - Richter's Tire & Exhaust Vendor Total: 3,647.05

<u>RO#43852</u>	Invoice	7/3/2025	7/3/2025	7/3/2025	7/3/2025	3,647.05	0.00	0.00	0.00	3,647.05
Vehicle Maintenance		BANKW - BANK WEST			No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Vehicle Maintenance	NA		0.00	0.00	3,647.05	0.00	0.00	0.00	3,647.05	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
<u>101-4210-42500</u>	Repair/Maint Expense				3,647.05	100.00%				

Vendor: 1732 - Schieffer, Lisa Vendor Total: 50.00

<u>2025.07</u>	Invoice	7/3/2025	7/3/2025	7/3/2025	7/3/2025	50.00	0.00	0.00	0.00	50.00
Phone stipend		BANKEFT - BANK WEST EFT			No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Phone stipend	NA		0.00	0.00	50.00	0.00	0.00	0.00	50.00	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
<u>101-4140-42810</u>	Phone				50.00	100.00%				

Vendor: 1976 - Schmagel, David Vendor Total: 50.00

<u>2025.07</u>	Invoice	7/3/2025	7/3/2025	7/3/2025	7/3/2025	50.00	0.00	0.00	0.00	50.00
Phone stipend		BANKEFT - BANK WEST EFT			No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Phone stipend	NA		0.00	0.00	50.00	0.00	0.00	0.00	50.00	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
<u>604-4000-42810</u>	Phone				50.00	100.00%				

Vendor: 1746 - Schrock, Brielle Vendor Total: 350.52

<u>2025.07</u>	Invoice	7/3/2025	7/3/2025	7/3/2025	7/3/2025	50.00	0.00	0.00	0.00	50.00
Phone stipend		BANKEFT - BANK WEST EFT			No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Phone stipend	NA		0.00	0.00	50.00	0.00	0.00	0.00	50.00	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
<u>101-4140-42810</u>	Phone				50.00	100.00%				

Payable Register

Packet: APPKT00180 - 07.03.2025

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
2025TV0003	Invoice	7/3/2025	7/3/2025	7/3/2025	7/3/2025	300.52	0.00	0.00	0.00	300.52
Annual SDML HR/FO Conf Reimb		BANKEFT - BANK WEST EFT		No						

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Annual SDML HR/FO Conf Reimb	NA	0.00	0.00	300.52	0.00	0.00	0.00	300.52

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
101-4140-42700	Travel/Conf Expense		300.52	100.00%

Vendor: 0011 - SDRS

Vendor Total: 11,965.20

INV0000249	Invoice	6/27/2025	6/27/2025	6/27/2025	6/27/2025	4,987.26	0.00	0.00	0.00	4,987.26
SDRS 6%		BANKEFT - BANK WEST EFT		No		Payment Date: 6/27/2025		Bank Draft:		DFT0000336

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
SDRS 6%	NA	0.00	0.00	4,987.26	0.00	0.00	0.00	4,987.26

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
211-0000-21910	SDRS Payable		211.40	0%
101-0000-21910	SDRS Payable		3,103.50	0%
604-0000-21910	SDRS Payable		1,672.36	0%

INV0000250	Invoice	6/27/2025	6/27/2025	6/27/2025	6/27/2025	6,977.94	0.00	0.00	0.00	6,977.94
SDRS 8%		BANKEFT - BANK WEST EFT		No		Payment Date: 6/27/2025		Bank Draft:		DFT0000337

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
SDRS 8%	NA	0.00	0.00	6,977.94	0.00	0.00	0.00	6,977.94

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
101-0000-21910	SDRS Payable		6,977.94	0%

Vendor: 1022 - SDRS-Supplemental Retirement Plan (SDSRP)

Vendor Total: 865.00

INV0000251	Invoice	6/27/2025	6/27/2025	6/27/2025	6/27/2025	865.00	0.00	0.00	0.00	865.00
SDRS Supplemental		BANKW - BANK WEST		No						

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
SDRS Supplemental	NA	0.00	0.00	865.00	0.00	0.00	0.00	865.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
101-0000-21910	SDRS Payable		585.00	0%
604-0000-21910	SDRS Payable		280.00	0%

Vendor: 1328 - Servall Uniform & Linen Supply

Vendor Total: 206.70

1069632	Invoice	7/3/2025	7/3/2025	7/3/2025	7/3/2025	206.70	0.00	0.00	0.00	206.70
Monthly services		BANKW - BANK WEST		No						

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Monthly services	NA	0.00	0.00	206.70	0.00	0.00	0.00	206.70

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
101-4192-42200	Prof Fees Expense		206.70	100.00%

Vendor: 0128 - United States Treasury

Vendor Total: 21,210.62

INV0000252	Invoice	6/27/2025	6/27/2025	6/27/2025	6/27/2025	7,677.54	0.00	0.00	0.00	7,677.54
Federal W/H		BANKEFT - BANK WEST EFT		No		Payment Date: 6/27/2025		Bank Draft:		DFT0000338

Payable Register

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
					On Hold					
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Federal W/H	NA		0.00	0.00	7,677.54	0.00	0.00	0.00	7,677.54	
Distributions										
Account Number	Account Name		Project	Account Key	Amount	Percent				
<u>211-0000-21710</u>	Payroll Tax Payable				203.49	0%				
<u>604-0000-21710</u>	Payroll Tax Payable				1,139.55	0%				
<u>101-0000-21710</u>	Payroll Tax Payable				6,334.50	0%				

<u>INV0000253</u>	Invoice	6/27/2025	6/27/2025	6/27/2025	6/27/2025	10,967.96	0.00	0.00	0.00	10,967.96
Social Security		BANKEFT - BANK WEST EFT			No	Payment Date: 6/27/2025		Bank Draft:		DFT0000339

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
Social Security	NA	0.00	0.00	10,967.96	0.00	0.00	0.00	10,967.96		
Distributions										
Account Number	Account Name		Project	Account Key	Amount	Percent				
<u>211-0000-21710</u>	Payroll Tax Payable				216.08	0%				
<u>604-0000-21710</u>	Payroll Tax Payable				1,645.00	0%				
<u>101-0000-21710</u>	Payroll Tax Payable				9,106.88	0%				

<u>INV0000254</u>	Invoice	6/27/2025	6/27/2025	6/27/2025	6/27/2025	2,565.12	0.00	0.00	0.00	2,565.12
Medicare		BANKEFT - BANK WEST EFT			No	Payment Date: 6/27/2025		Bank Draft:		DFT0000340

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
Medicare	NA	0.00	0.00	2,565.12	0.00	0.00	0.00	2,565.12		
Distributions										
Account Number	Account Name		Project	Account Key	Amount	Percent				
<u>211-0000-21710</u>	Payroll Tax Payable				50.54	0%				
<u>604-0000-21710</u>	Payroll Tax Payable				384.68	0%				
<u>101-0000-21710</u>	Payroll Tax Payable				2,129.90	0%				

Payable Summary



Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	38	70,698.49	0.00	0.00	0.00	70,698.49	33,175.82	37,522.67
Grand Total:		70,698.49	0.00	0.00	0.00	70,698.49	33,175.82	37,522.67

Account Summary

<u>Account</u>	<u>Name</u>	<u>Amount</u>
<u>101-0000-21710</u>	Payroll Tax Payable	17,571.28
<u>101-0000-21910</u>	SDRS Payable	10,666.44
<u>101-4110-42100</u>	Other Ins Expense	15.00
<u>101-4110-42600</u>	Supply/Material Exp	41.50
<u>101-4110-42810</u>	Phone	200.00
<u>101-4120-42700</u>	Travel/Conf Expense	116.00
<u>101-4120-42810</u>	Phone	50.00
<u>101-4140-42700</u>	Travel/Conf Expense	300.52
<u>101-4140-42810</u>	Phone	150.00
<u>101-4192-42200</u>	Prof Fees Expense	206.70
<u>101-4192-42800</u>	Utility Expense	717.71
<u>101-4192-43400</u>	Equip Expense	526.63
<u>101-4210-42500</u>	Repair/Maint Expense	3,647.05
<u>101-4210-42611</u>	Fuel Expense	2,001.12
<u>101-4210-42851</u>	Duty Equipment	648.15
<u>101-4232-42320</u>	Building Inspection Expense	270.00
<u>101-4310-42611</u>	Fuel Expense	1,502.68
<u>101-4310-42800</u>	Utility Expense	1,073.25
<u>101-4310-42810</u>	Phone	150.00
<u>101-4520-42800</u>	Utility Expense	46.02
<u>101-4520-42830</u>	Temporary Toilets	195.00
Total:		40,095.05

<u>Account</u>	<u>Name</u>	<u>Amount</u>
<u>211-0000-21710</u>	Payroll Tax Payable	470.11
<u>211-0000-21910</u>	SDRS Payable	211.40
Total:		681.51

<u>Account</u>	<u>Name</u>	<u>Amount</u>
<u>604-0000-21710</u>	Payroll Tax Payable	3,169.23
<u>604-0000-21910</u>	SDRS Payable	1,952.36
<u>604-4000-42500</u>	Repair/Maint Expense	1,466.51
<u>604-4000-42620</u>	Testing Expense	368.25
<u>604-4000-42800</u>	Utility Expense	5,228.31
<u>604-4000-42810</u>	Phone	100.00
Total:		12,284.66

<u>Account</u>	<u>Name</u>	<u>Amount</u>
<u>998-0000-21800</u>	Dental & Vision Ins Payable	1,019.00
<u>998-0000-21830</u>	Medical Ins Payable	16,618.27
Total:		17,637.27

Required Report

April 2025 Mayor Kitzmiller

MEETINGS

- Attended required Commission Meetings
- Attended all Special Meetings

Almost daily calls or text messages with our City Administrator. Weekly visits with department heads and Commissioners.

- Lighting
- Garbage services
- DOT roads
- Engineering fees
- Meade County roads
- TIF
- Parks.... cameras, electrical, Wi Fi, sprinklers and signs will be installed
- City Clean Up
- Castlewood Drainage: Mulberry Drive 6749 and Betty next door
- Norman Ranch: Developer Issues

Monitored my Facebook page providing information and taking phone calls from our citizens

Michael Osten
June
Commission Report

06-29-25

Meetings:

Attended the Summerset regular commission meetings on 06-05-2025, and 06-17-2025.

Met with Tony to sign/approve time off requests.

Met with Tony to discuss sink holes at Castlewood drainage.

Public Works:

Phone conversations with/from Director of Public Works on multiple occasions to discuss daily operations, monthly expenditures, and upcoming budget.

Phone conversation with Mayor Kitzmiller regarding public works, and spam email.

Checked on status of the public works office/shop building on Sunday June 29th. Found everything too be in very good order.

JUNE COMMISSION REPORT

COMMISSIONER MARKHAM

MEETINGS:

- 2 – COMMISSION MEETING
- COMPREHENSIVE PLAN MEETINGS AT STAGE BARN MIDDLE SCHOOL
- MONTHLY SEDC BOARD MEETING

POLICE DEPARTMENT:

- WEEKLY/ DAILY TOUCH BASE WITH CHIEF NASSER
 - DAY TO DAY OPERATIONS
 - HIRING INTERVIEWS

OTHER BUSINESS:

- WORKING WITH L. SCHIFFER ON CONTRACTS
- VARIOUS EMAILS WITH:
 - CHIEF NASSER
 - MAYOR KITZMILLER
 - LISA SCHIFFER
- CONVERSATION WITH COMMISSIONER OSTEN
- CONVERSATION WITH COMMISSIONER PULSCHER

Commissioner Pulscher's Report- June 2025

- Multiple meetings with Finance officer about the preliminary budget.
- Meeting with Lisa and Gwen about going out to bid for copiers for next year.
- Attended City Comprehensive Plan meeting June 3rd.
- Attended Monthly Commission Meetings.
- Conducted and went over evaluation with Lisa for Finance Officer.
- Attended SEDC business connections event.
- Attended The Elevate Critical Issues luncheon-AI in the Workplace.
- Participated in the Black Hills Habitat's golf tournament, Tees for Keys Event.



Portable Computer
Systems, Inc.
7300 Via Paseo Del Sur
Suite 202
Scottsdale AZ 85258
United States

Quote
#2219
06/13/2025

Note: This Quote is good and valid for 15 days beyond the Quote Date.

Bill To
City of Summerset Police
Department
7055 Leisure Ln
Summerset, SD 57718
United States

Ship To
City of Summerset Police
Department
7055 Leisure Ln
Summerset, SD 57718
United States

TOTAL

\$44,627.50
Expires: 07/14/2025

Terms	Expires	PO #	Sales Rep	Shipping Method
Net 30	07/14/2025		Brock Zylstra	

Notes

Quantity	Item	Description	MSRP	Rate	Amount
10	7170-0251-P	Gamber Johnson Premium Vehicle Dock (KIT: Panasonic Toughbook 55 DUAL RF Laptop Dock (7160-0577-02) and LIND power adapter (#7300-0461)		\$1,077.33	\$10,773.30
10	FZ-55JZ00KBM	Win11 Pro, Intel Core i7-1370P vPro (up to 5.2GHz), AMT, 14.0" FHD 1000 nit Gloved Multi Touch, 32GB, Intel UHD, 512GB OPAL SSD, Intel Wi-Fi 6E, Bluetooth, Mic and Infrared 2MP Webcam, Standard Battery, TPM 2.0, Emissive Backlit Keyboard, Flat		\$3,362.92	\$33,629.20
1	Shipping	Shipping		\$225.00	\$225.00

Subtotal	\$44,627.50
Tax (%)	\$0.00
Total	\$44,627.50

The below Terms of Sale are an integral part of this quote. In order for this quote to be effective, the attached Terms of Sale must be agreed to.

Customer Authorizing Party Signature: _____

Date of Signature: _____



Portable Computer
Systems, Inc.
7300 Via Paseo Del Sur
Suite 202
Scottsdale AZ 85258
United States

Quote
#2219
06/13/2025

Terms of Sale

Route1 Inc. ("Route1") is the parent company of operating subsidiaries Route 1 Security Corporation, Portable Computer Systems, Inc. doing business as PCS Mobile, SpyruS Solutions Inc., Group Mobile Int'l, LLC, DataSource Mobility, LLC and VetSource Mobility, LLC. (collectively the "Seller"). Each of these subsidiaries, as applicable, continue as valid parties to all agreements.

The submittal of a purchase order to the Seller by the customer referred to in the attached quote (the "Customer", "Client" or the "Buyer") referencing the Quote No. and the specifics from that Quote or a Customer Authorizing Party signature on the Quote, indicates acceptance of the below terms and conditions.

Please read these Terms of Sale (the "Terms of Sale") carefully.

Except where indicated otherwise, these terms and conditions shall supersede any subsequent terms or conditions included with any purchase order. The Seller reserves the right to make changes to these terms and conditions at any time. In the event that there is any conflict or inconsistency between these Terms of Sale and any other terms of sale or use, these Terms of Sale will govern.

1. Acceptance of Order

Buyer's placement of an order does not necessarily ensure that we will accept the Buyer's order. We reserve the right to refuse any order in our sole discretion. In addition, before accepting Buyer's order, we may require additional information if Buyer has not provided all of the information required by the Seller to complete Buyer's order. Once a properly completed order is received, authorization of Buyer's form of payment is received and we have accepted Buyer's order, we will promptly place Buyer's order in line for shipment.

Once an order has been accepted by the Seller, it cannot typically be cancelled. If an order cancellation request is received and accepted by the Seller prior to product shipment, a 15% cancellation fee will apply.

2. Pricing and Availability

All prices for products (and the associated costs of shipping and tax) are shown in U.S. dollars. All items are subject to availability, and we reserve the right to impose quantity limits on any order, to reject all or part of an order, and to discontinue products without notice, even if Buyer has already placed an order. All prices are subject to change without notice, and Buyer agrees that taxes may be adjusted from the amount shown on this quote. Several factors may cause this, such as variances between processor programs and changes in tax rates.



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3. Buyer Credit, Form of Payment and Payment Terms

If the Buyer requests credit from the Seller, the Buyer shall provide all financial information reasonably requested by the Seller from time to time for the sole purpose of establishing or continuing the Buyer's credit limit. Buyer agrees that the Seller shall have the right to decline or extend credit to Buyer, and to require that the applicable purchase price be paid prior to shipment. The Seller shall have the right from time to time, without notice, to change or revoke Buyer's credit limit on the basis of changes in the Seller's credit policies or Buyer's financial condition and/or payment record.

If credit terms are not available to the Buyer, pre-payment may be made by ACH (EFT) or Wire Transfer. The Seller currently accepts Visa and MasterCard, as forms of credit card payment. By submitting Buyer's order and selecting to use a credit card as a form of payment, Buyer represents and warrants that Buyer is authorized to use the designated credit card and authorizes the Seller to charge Buyer's order (including taxes, shipping and handling) to that card. If the card cannot be verified, is invalid, or is otherwise not acceptable, Buyer's order may be suspended or cancelled automatically. All credit card orders are subject to a 4% service charge. The Seller further reserves the right, in its sole discretion, to request partial payment from Buyer, prior to processing Buyer's order.

The Seller does NOT accept cheques as a form of payment. The Buyer must make payment by ACH (EFT) or credit card.

The Buyer shall not deduct any amounts from any Seller invoice without the Seller's express written approval, which approval shall be contingent upon Buyer providing all supporting documentation for such deduction as required by the Seller. Any authorized deductions for returned Products must include Buyer's customer tracking number and the Seller's Return Merchandise Authorization ("RMA") number. Deductions received by the Seller without advance notice will be denied.

If Buyer fails to make timely payment of any amount invoiced by the Seller, the Seller shall have the right, in addition to any and all other rights and remedies available to the Seller at law or in equity, to immediately revoke any or all credit extended, to delay or cancel future deliveries and/or to reduce or cancel any or all quantity discounts extended to Buyer. Buyer shall pay all costs of collection including reasonable attorneys' fees. A service charge of the greater of one and one-half percent (1½%) per month or the maximum amount allowed by law will be charged on all past due balances commencing on the date payment is due.

4. Partial Billing by the Seller

The Seller reserves the right to partially bill the Buyer for the portion of any line item or bundled price in an order if a material portion has been shipped, delivered or otherwise completed.

5. Shipping Terms and Policies

Delivery shall be made in accordance with the Seller's shipping policy in effect on the date of shipment. Product title and risk of loss will transfer to Buyer upon the Seller tendering the Product for delivery to the carrier (F.O.B. Origin). If Buyer requests special shipping or handling, including expedited shipment, third-party billing, or freight collect, Buyer shall be responsible for filing claims with the carrier and all freight and handling costs. Buyer shall pay for any special routing, packing, handling or insurance requested by Buyer and agreed to by the Seller. Orders shipped under special routing instructions must be separately agreed upon and may be subject to additional charges. The Seller will not be subject to requirements of non-compliance programs of Buyer, including charges for product delays,



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Quote
#2219
06/13/2025

missing/inaccurate shipping documents, labeling or product markings.

Buyer shall promptly notify the Seller, no later than 30 days from invoice date, of any claimed shortages or rejection as to any delivery, with the exception of deliveries that reveal external shipping damage, which, in some instances, must be refused immediately upon delivery by the carrier. Such notice shall be in writing and shall be reasonably detailed stating the grounds for any such rejection. Failure to provide any such notice within such time shall be deemed an acceptance in full of any such delivery. The Seller shall not be liable for any shipment delays that affect the Seller or any of the Seller's suppliers, including but not limited to delays caused by unavailability or shortages of Products from the Seller's suppliers, natural disasters, acts of war or terrorism, acts or omissions of Buyer, fire, strike, riot, or governmental interference, unavailability or shortage of materials, labor, fuel or power through normal commercial channels at customary and reasonable rates, failure or destruction of plant or equipment arising from any cause whatsoever, or transportation failures.

6. Back Orders

If, for any reason, an item on Buyer's order is temporarily out of stock, the Seller will endeavor to back order that item for Buyer. Items on back order will be charged when the items are actually shipped, along with applicable taxes and shipping charges.

7. Return Policy – All Sales Final

All sales are final, except where otherwise agreed upon by Buyer and the Seller. Should the Seller, in its sole discretion, allow Buyer to return an item, the following return policy applies for that return:

- i. In order for the Seller to approve any product return, the product must not be opened or damaged, and in its original undamaged packaging. The Seller will not accept "open box" returns.
- ii. As the Seller sells specific project based manufactured and configured computers, accessories and electronic devices, unopened box returns also may be denied. The Seller cannot re-sell or return a computer that has been built to a Buyer's specifications.
- iii. Any and all product returns must be approved by the Seller, in the Seller's sole discretion, and a Return Merchandise Authorization ("RMA") number must be issued.
- iv. Approved returns must be made within 30 days of the delivery date.
- v. Approved returns will incur a 25% restocking fee.
- vi. Returns must be received within 15 days of the RMA number issuance.
- vii. The Buyer is responsible for all insurance and shipping charges associated with the return.
- viii. All returns must be sent via UPS, Federal Express, or any other professional courier that provides a tracking number and proof of delivery.
- ix. If the returned product does not meet the requirements stated above, the product will be sent back to the customer "freight collect".
- x. Once the Seller has approved a return, Buyer's refund will be issued within 7 days, and Buyer will receive an email confirmation that Buyer's return is completed. Please note that, depending on Buyer's financial institution, it may take an additional 2-10 business days for the credit to post to Buyer's account.



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8. Errors

The Seller attempts to be as accurate as possible. However, the Seller does not warrant that all product descriptions, photographs, pricing, or other information provided is accurate, complete, current, or error-free. In addition, all weights and size dimensions are approximate. If a product offered by the Seller is not as described or pictured, Buyer's sole remedy is to return it in an undamaged, unused condition for a refund, subject to the return policy herein. In the event of an error in an order confirmation, in processing an order, in delivering a product, or otherwise, we reserve the right to correct such error and revise Buyer's order accordingly, or to cancel the order and refund any amount charged. Buyer's sole remedy in the event of an error is, subject to the return policy herein, to cancel Buyer's order and obtain a refund.

9. Disclaimer of Warranty

SELLER PROVIDES NO WARRANTY TO ITS CUSTOMERS FOR ANY PRODUCTS SOLD. SELLER HEREBY DISCLAIMS AND EXCLUDES ALL WARRANTIES, EXPRESS, STATUTORY, OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, ACCEPTABILITY, SATISFACTORY QUALITY, NON-INFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE, LOSS OF OR DAMAGE TO DATA, LACK OF VIRUSES OR FREE FROM VIRUS OR MALWARE ATTACK, SECURITY, PERFORMANCE, LACK OF NEGLIGENCE, WORKMANLIKE EFFORT, QUIET ENJOYMENT, THAT THE FUNCTIONS CONTAINED IN THE PRODUCT WILL MEET BUYER'S REQUIREMENTS, OR THAT DEFECTS IN THE PRODUCT WILL BE CORRECTED, OR THAT BUYER'S USE OF THE PRODUCT WILL GENERATE ACCURATE, RELIABLE, TIMELY RESULTS, INFORMATION, OR DATA. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY SELLER, A DEALER, AGENT, OR AFFILIATE SHALL CREATE A WARRANTY. TO THE EXTENT WARRANTIES CANNOT BE DISCLAIMED OR EXCLUDED, THEY ARE LIMITED TO THE DURATION OF THE RELEVANT EXPRESS WARRANTY PERIOD.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SELLER, ITS AFFILIATES, DEALERS, AGENTS OR SUPPLIERS OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, LICENSORS AND ASSIGNS BE LIABLE FOR ANY DIRECT, INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS OR REVENUE, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR LOSS OF ABILITY TO USE ANY THIRD PARTY PRODUCTS OR SERVICES, FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER), REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE PRODUCT, EVEN IF PCS OR SUCH OTHER ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF PCS, ITS AFFILIATES, ASSOCIATES, DEALERS, AGENTS OR SUPPLIERS TO BUYER FOR ALL DAMAGES EXCEED THE PRICE BUYER PAID FOR THE PRODUCT. THIS LIMITATION IS CUMULATIVE AND WILL NOT BE INCREASED BY THE EXISTENCE OF MORE THAN ONE INCIDENT OR CLAIM. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF ANY WARRANTY OR REMEDY PROVIDED FAILS OF ITS ESSENTIAL PURPOSE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES OR OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE FOREGOING LIMITATIONS MAY NOT APPLY TO BUYER.

IF ANY TERM IS HELD TO BE ILLEGAL OR UNENFORCEABLE, THE LEGALITY OR ENFORCEABILITY OF THE REMAINING TERMS SHALL NOT BE AFFECTED OR IMPAIRED.



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10. Limitation of Liability

SELLER SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) ARISING OUT OF THIS AGREEMENT (UNDER ANY THEORY INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, CONTRACT OR STRICT LIABILITY), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO CASE WILL SELLER'S TOTAL CUMULATIVE LIABILITY TO BUYER RELATED TO THIS AGREEMENT EXCEED THIRTY PERCENT (30%) THE CONTRACT AMOUNT ACTUALLY RECEIVED BY SELLER.

11. Manufacturer's Warranty

Warranties may be available directly from select manufacturers. Manufacturer information is subject to change without notice. Not all manufacturers for products which the Seller sells will offer manufacturers' warranties. In the event Buyer attaches any third party product, software, or equipment to Seller's product sold pursuant to this Agreement or the related quote, all warranties provided for under this Agreement, including manufacturer warranties, may become null and void.

12. Confidentiality

The Seller and the Buyer agree to keep confidential all the terms of the Agreement, and any proprietary, trade secret or other information which the Seller or Buyer receives from the other in the performance of the Services under the Agreement, however, this shall not apply to information which is: (i) necessary to be disclosed to a third party in order to perform an Agreement; (ii) already known free of any restriction at the time it is obtained; (iii) subsequently learned from an independent third party free of restriction; (iv) is publicly available or (v) is required by law or court order to be disclosed.

13. Intellectual Property

Upon Seller's receipt of full payment from Buyer, Seller grants to Buyer a limited, nonexclusive, nonsublicensable, and nontransferable license to use the Seller's technology, equipment, software, information, copyrightable material, copyrights, trademarks, patents, data or other material (the "Intellectual Property") provided by the Seller in delivery of the Services. The Seller owns or has a license or other right to use the Intellectual Property which is being distributed to the Buyer and the Seller reserves all rights to the Intellectual Property. Buyer hereby acknowledges that the Seller retains all right, title and interest in and to the copyrights, trademarks, patents and other intellectual property rights inherent or related in any way to the Intellectual Property provided. The Seller shall own all rights in any changes, enhancements, and modifications made by the Buyer to the Seller's Intellectual Property. Buyer agrees that neither it nor any of its employees or agents will contest or challenge the Seller's ownership or rights in its Intellectual Property, make or authorize any use of the Seller's Intellectual Property that is not consistent with the Agreement or these terms and conditions or modify or reproduce the content or substance of the Intellectual Property. See www.route1.com/terms-of-use/ for notice of the Seller's intellectual property.

The license granted under this Agreement does not include any right to and Buyer agrees that it will not and will not cause a third party to: (i) modify, alter, enhance, change, supplement or otherwise create derivative works of or from the Intellectual Property, or any portions thereof, (ii) sell, transfer, assign, rent, lend, lease, distribute or otherwise commercially exploit or make available to any third party the Intellectual Property, or any portions thereof (and any attempt to do so will be void), (iii) sublicense any right with respect to the Intellectual Property granted to Buyer by this Agreement, (iv) make copies of



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the Intellectual Property, (v) use the Intellectual for any purpose other than the purpose contemplated in the Agreement, (vi) exercise any rights of a copyright holder with respect to the Intellectual Property, or any portions thereof, other than those expressly granted by this Agreement, or (v) reverse engineer, disassemble, adapt, translate, decompile or otherwise make any attempt to ascertain, derive or obtain the source code for the Intellectual Property or any of the related features related thereto. Buyer agrees not to remove or alter any copyright legend, trademark, confidentiality or other proprietary notice appearing on the Intellectual Property, copies of the Intellectual Property or, to the extent applicable, Intellectual Property output.

Buyer must obtain Seller's prior written consent to any transfer or sale of the Equipment to a third party and pay any applicable transfer fee. Further, Buyer may not grant a security interest, lien or other interest or right in the Intellectual Property to any third party without Seller's prior written consent.

14. Indemnification

- (a) **Indemnification by Seller.** Seller agrees to indemnify, defend, and hold Buyer and its directors, officers, employees and agents harmless from and against any and all losses, damages, liabilities, judgments, penalties, fines, costs, and expenses (including reasonable attorneys' fees) (collectively "**Damages**"), arising out of or in connection with a third party claim (a "**Claim**") that the Intellectual Property owned by Seller that is licensed to Buyer under this Agreement, when used by Buyer as directed by Seller, infringes a United States patent, copyright or trademark. In the event of such a Claim, Seller may, at its option and expense and as Buyer's sole remedy, (i) replace the Intellectual Property without additional charge, with a functionally equivalent and non-infringing product, (ii) modify the Intellectual Property to avoid the infringement, or (iii) obtain a license for Buyer to continue use of the Intellectual Property at no additional charge to Buyer. Notwithstanding the foregoing, Seller will have no liability for, or any indemnification, defense, or hold harmless obligation under this Section 15(a) as a result of, any Claim of infringement that results from (i) Seller's compliance with Buyer's specifications, (ii) any modification of the Intellectual Property by or on behalf of Buyer without Seller's prior written consent, (iii) infringement or alleged infringement by the a related manufacturer on the intellectual property rights of any third party, (iv) any failure by Buyer to implement updates to the Intellectual Property as supplied by Seller, or (v) the combination, operation, or use of the Intellectual Property with equipment, software, programs, or data not provided by Seller, if such infringement would have been avoided by the use of the Intellectual Property without such combination, operation or use.
- (b) Buyer agrees to indemnify, defend, and hold Seller harmless from and against any and all Damages arising out of or in connection with any third party Claim (i) of bodily injury, death, or damage to real or tangible personal property caused by acts or omissions of Buyer, (ii) that any specification, process, design or other information provided by Buyer infringes a United States patent, copyright or trademark, (iii) arising out of or relating to Buyer's or its agents' or representatives' negligence or intentional misconduct, or (iv) arising out of or relating to Buyer's or its agents' or representatives' failure to (a) follow directions, instructions, warnings or recommendations furnished in writing by Seller regarding the Intellectual Property or other goods or services delivered pursuant to the quote, or (b) comply with applicable federal, state or local laws regarding the Intellectual Property or the facility at which the Intellectual Property is located.



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- (c) For each of the indemnification obligations set forth in Section 15(a) and 15(b), the indemnified party will give the indemnifying party (i) prompt written notice of such Claims, provided that the failure or delay to notify the indemnifying party will not relieve the indemnifying party from any liability that it may have to an indemnified party under this Agreement so long as the failure or delay will not have materially prejudiced the defense of such Claim, (ii) reasonable assistance in defending the Claim, and (iii) sole authority to defend or settle such Claim, provided that the indemnified party will not be required to consent to a judgment against it or enter into a settlement that is prejudicial to it.

15. Waiver of Liability Relating to COVID-19

The installation of equipment, hardware or software by the Seller on the Buyer's site pursuant to the Agreement may require employees or contractors of the Seller to be present and in physical proximity to Buyer's employees, contractors, agents, customers, etc. Buyer understands that the Seller cannot prevent possible exposure to, contracting or spreading of COVID-19 by its employees or contractors. It is not possible to prevent the presence of COVID-19 and therefore if Buyer utilizes the Seller's onsite installation services, Buyer understands that it may be exposing its employees and others onsite to increased risk of contracting or spreading COVID-19.

By engaging in onsite Services, Buyer acknowledges and accepts the risk to its employees and others onsite of exposure to, contracting and/or spreading of COVID-19. The Buyer indemnifies the Seller against any claims arising out of exposure to, contracting and/or spreading of COVID-19 by virtue of the Seller's provision of onsite Services. The Buyer hereby forever releases and waives the right to bring suit against the Seller and its owners, officers, directors, managers, officials, agents, employees or other representatives in connection with the exposure, infection, and/or spread of COVID-19 related to the provision of onsite Services.

16. Privacy

Please refer to the Seller's Privacy Statement, available at www.route1.com/privacy-policy for information about how the Seller collects, uses, and discloses personal information from users of the site.

17. Dispute Resolution and Binding Arbitration

BUYER AND SELLER AGREE TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY, OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO A CLAIM. OTHER RIGHTS THAT BUYER WOULD HAVE IF BUYER WENT TO COURT MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION.

Any claim, dispute, or controversy, whether in contract, tort or otherwise, whether pre-existing, present, or future, and including statutory, consumer protection, common law, intentional tort, injunctive, and equitable claims, between Buyer and either the Seller, its agents, employees, successors, assigns, direct and indirect subsidiaries, or any third party providing any products or services to Buyer in connection with Buyer's purchase arising from or relating in any way to Buyer's purchase of products, these Terms of Sale, their interpretation, or the breach, termination, or validity thereof, the relationships which result from these Terms of Sale (including relationships with third parties who are not signatories to these Terms of Sale), the Seller's advertising, or any related purchase, shall be resolved exclusively and finally



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by binding arbitration. The arbitrator shall have exclusive authority to resolve any dispute relating to arbitrability and/or enforceability of this arbitration provision, including any unconscionability challenge or any other challenge that the arbitration provision of the Terms of Sale is void, voidable, or otherwise invalid. The arbitration shall be administered by the American Arbitration Association (AAA) or JAMS (or a substitute forum if both are unavailable). Arbitration proceedings shall be governed by this provision and the applicable procedures of the selected arbitration administrator, including any applicable procedures for consumer-related disputes, in effect at the time the claim is filed. Notwithstanding the foregoing, Buyer may assert claims in a small claims court if Buyer's claims qualify. The Federal Arbitration Act and federal arbitration law apply to these Terms of Sale.

Buyer agrees to an arbitration on an individual basis. In any dispute, NEITHER BUYER NOR SELLER SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER CUSTOMERS, OR ARBITRATE OR OTHERWISE PARTICIPATE IN ANY CLAIM AS A CLASS REPRESENTATIVE, CLASS MEMBER, OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. If any provision of this arbitration clause is found unenforceable, the unenforceable provision shall be severed and the remaining arbitration terms shall be enforced (but in no case shall there be a class arbitration).

The arbitrator shall be empowered to grant whatever relief would be available in court under law or in equity. Any award of the arbitrator(s) shall be final and binding on each of the parties and may be entered as a judgment in any court of competent jurisdiction. Information on AAA or JAMS and their applicable rules are available at the following numbers and URLs: American Arbitration Association, (800) 778-7879, www.adr.org; JAMS, (800) 352-5267, www.jamsadr.com.

18. Applicable Law and Jurisdiction

This Agreement will be governed by the substantive laws of the state of Arizona without giving effect to any choice of law rules. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. Buyer is responsible for compliance with local laws, if and to the extent local laws are applicable. Both parties to this Agreement specifically agree to submit to the exclusive jurisdiction of, and venue in, the courts in Maricopa County, Arizona in any dispute arising out of or relating to this Agreement.

19. Export Controls

Certain the Seller products may be subject to export controls imposed by the United States of America, and may not be exported or re-exported: (a) into (or to a national or resident of) any country to which the United States of America has placed an embargo, including without limitation, Cuba, Iran, Iraq, Libya, North Korea, Syria, Sudan, or Venezuela; (b) to everyone on the U.S. Treasury Department's Specially Designated Nationals list, or (c) the U.S. Commerce Department's Table of Denial Orders (collectively, the "Prohibited Countries"). By purchasing any the Seller product, Buyer represents and warrants that Buyer is not located in any Prohibited Country, that Buyer is not under the control of any Prohibited Country, or that Buyer is not a national or resident of any Prohibited Country.

20. Severability

If any provision of these Terms of use shall be deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Sale and shall not affect the validity and enforceability of any remaining provisions.



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NOTICE FOR PUBLICATION

Ordinance 2025-04

**AN ORDINANCE AMENDING TITLE V- PUBLIC WORKS, CHAPTER 50 SNOW AND
ICE REMOVAL ROUTES AND POLICIES, SUBSECTIONS 50.01, 50.02, 50.11 AND
REPEALING 50.09 AND 50.10.**

NOTICE IS HEREBY GIVEN that the City of Summerset will set the first reading on amended Ordinance #2025-04 Amending Title V - Chapter 50, Subsections 50.01, 50.02, 50.11 and Repealing 50.09 and 50.10. Said first reading will be held at Summerset City Hall, 7055 Leisure Lane, Summerset SD on July 3rd, 2025 @ 6:00 p.m. The purpose of the public hearing is to accept public comment on the proposed amended ordinance.

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

Dated this 9th day of June 2025.

City of Summerset

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

§ 50.01 DEFINITIONS.

For the purpose of this chapter, the following definitions apply unless the context clearly indicates or requires a different meaning.

EMERGENCY SNOW ROUTE. Any streets designated by a clearly marked uniform sign and established as such by resolution.

SECONDARY SNOW ROUTE. All other improved city streets not designated as emergency snow routes.

SNOW REMOVAL ALERT. ~~Such time as announced by the city.~~ Goes into effect with accumulation of four or more inches is on public streets.

STREET. The entire width of any public roadway within the city, and it shall not be limited to those roadways designated as a STREET, but shall include all other names by which public roadways are designated.

(Ord. 18.2017, passed 2-16-2017; Ord. 2024-07, passed 4-18-2024)

§ 50.02 SNOW REMOVAL DECLARATION.

~~Such time the Director of Public Works or his or her designee determines that snow removal from the public streets will commence and declares a snow removal alert.~~

~~(Ord. 18.2017, passed 2-16-2017)~~

Whenever there is snow accumulation on the public street of four or more inches, the snow removal declaration shall be in effect.

§ 50.03 SNOW ROUTE RESTRICTIONS DESIGNATED.

By resolution of the City Commission, the city may designate certain city streets as emergency and secondary snow routes to ensure said streets can be cleared of snow for the safe and orderly flow of traffic and for the health, safety and welfare of the general public.

(Ord. 18.2017, passed 2-16-2017)

§ 50.04 NO PARKING ON SNOW ROUTES.

(A) No person may park or allow to remain parked any vehicle or trailer on any street designated as emergency snow route or secondary snow route during snowfall or prior to the time said street is cleared of snow by the city.

(B) Vehicles or trailers parked on snow routes in violation of this section may be ticketed and/or towed at the owner's expense. Violations of this chapter shall be subject to the fine established by city resolution.

(Ord. 18.2017, passed 2-16-2017) Penalty, see § 10.99

§ 50.05 DEPOSITING DEBRIS IN PUBLIC RIGHT-OF-WAY.

It is unlawful for any person to shovel or deposit snow or ice, leaves, material, or other substances of any kind and description from private property onto any public street, alley, or public right-of-way. Such conduct or action is declared to be a nuisance.

(Ord. 18.2017, passed 2-16-2017) Penalty, see § 10.99

§ 50.06 PUBLIC NUISANCE.

Snow and ice permitted to gather and remain upon the sidewalks of the city is dangerous to the safety of its citizens and others using said sidewalks and is hereby declared a public nuisance.

(Ord. 18.02, passed 4-19-2018)

§ 50.07 REMOVAL BY OWNER.

The owner or occupant of any building or any lot, parcel or plot of ground fronting or abutting on any sidewalk in the snow removal as hereinafter described, shall clear said sidewalk of snow or ice to the full width of the sidewalk within 24 hours after the same shall have fallen or formed. The Public Works Department of the city may waive this requirement in the event of an extended snowstorm.

(Ord. 18.02, passed 4-19-2018)

§ 50.08 REMOVAL BY CITY; COST.

The Finance Officer shall to cause to be published in the legal section of the official newspaper the requirements of this chapter, which notice shall be published for two weeks after the first meeting of the City Commission in October of each year, which publication shall constitute notification by the property owner of the contents of this chapter. In the event the property owner or person that fails to remove the snow or ice as required by the notice prescribed by this section, the Code Enforcement Officer may cause the snow or ice to be removed so that the property is in compliance with this chapter. The actual costs of the removal of the snow, ice and administrative fees may be adopted by resolution. The Board of Commissioners may revise the fees as set forth herein from time to time by

resolution, which fees shall be assessed upon the lots or parcel of ground fronting or abutting said sidewalk, as provided for in § 50.09 of this chapter.

(Ord. 18.02, passed 4-19-2018)

§ 50.09 NOTICE; ASSESSMENT.

~~—(A) The Code Enforcement Officer shall maintain an accurate account of the amount to be assessed against each lot or parcel of ground subject to assessment pursuant to § 50.08 of this chapter. On or before May 1 of each year, the Code Enforcement Officer shall cause this account to be delivered to the Finance Officer. The Finance Officer shall prepare an estimate of an assessment against such lot, for the removal of snow and ice for the preceding fall and winter and shall submit the same to the City Commission for approval on or before the second meeting in June of each year. The Finance Officer shall prepare a notice of said meeting, which notice shall contain the name of the property owner, the legal description of the property to be assessed and the time and place for hearing. Notice of this meeting shall be given by publishing a true and correct copy of this notice in the official newspaper of the city at least one week prior to the date set for hearing, and further, by mailing a true and correct copy of said notice to the property owner, as shown by the records of the County Assessor, at least ten days prior to the date set for hearing. Said mailing shall be by first class mail, postage prepaid.~~

~~—(B) At the time specified in the notice, the City Commission shall meet and, if they find the assessments correct, shall approve the same with or without modification or amendment as they may deem proper.~~

(Ord. 18.02, passed 4-19-2018)

§ 50.10 FILING OF ASSESSMENT.

~~—Within ten days after such assessment has been approved by the City Commission, the Finance Officer shall make and file a certified copy of the same in the office of the County Treasurer and thereupon, said assessments shall be due and payable to the city, and shall in all respects be considered as special assessments, as provided by statute, and the same shall draw interest at the rate of 10% per annum from the time of said assessment until 30 days after the approval thereof by the City Commission, and thereafter at the rate of 12% per annum.~~

(Ord. 18.02, passed 4-19-2018)

§ 50.11 CERTIFICATION.

If any of the said assessments are not paid to the city, the Finance Officer shall certify any such delinquent assessments to the County Auditor on or before October 1st 15, and the

same proceeding shall be had for the collection of said assessments as are or may hereafter be provided by statute for the collection of special assessments.

(Ord. 18.02, passed 4-19-2018)

§ 50.12 RECOVERY OF COST OF REMOVING SNOW OR ICE IN LIEU OF ASSESSMENT AGAINST PROPERTY.

In lieu of assessing the cost of removing snow or ice from the sidewalks against the abutting property, the City Commission may authorize the City Attorney to recover such costs in a civil action against the owner or occupant of the property abutting such sidewalks.

(Ord. 18.02, passed 4-19-2018)

9-30-5. Snow removal--Weed removal--Expense paid by special assessment.

Every municipality shall have power to require the owner of abutting property to remove snow and ice from sidewalks and weeds from parking, and to provide for their removal and for taxing the expense thereof by special assessment against the abutting property.

Source: RPolC 1903, § 1229, subdiv 14; SL 1907, ch 95; SL 1913, ch 119, § 53, subdiv 15; RC 1919, § 6169 (46); SDC 1939, § 45.0201 (45).

	hrs after snowfall for clean up	Type of Notice Given	Penalty	if not paid it goes to special assessment
Summerset	24	published	FEMA rates adopted by resolution	YES
Spearfish	24	call or door hanger	Admin costs set by resolution, all related receipts	YES
Sturgis	15	published	\$50.00 admin, cost of removal (FEMA)	YES
Belle Fourche	24	does not state any notice	may - collect cost of removal. In additional Class 2 Misdemeanor 30 days or \$500.00 fine or both	DOES NOT STATE
Wall	12 hrs/no later than 9 a.m. following day	without notice	\$50.00 service fee, plus an hourly rate for equipment, manpower current pay multiplied by 150%.	Placing a lien on property
Lead	24	Published/attempt contact	\$50.00 admin, actual cost of contractor. City employees \$60.00 plus materials. Misdemeanor violation of \$100.00. 1st offense \$50, 2nd \$75, 3rd \$100.	Misdemeanor

Deadwood	24 free and clear from snow/ice at all times	does not state any notice	\$50.00 admin, actual cost of contractor. City employees \$150.00 (fee schedule. Separate violation of \$100.00 per day.	Bring action against property owner
Rapid City		reasonable notice	not less than \$1.00 nor more than \$500.00 or 30 days in jail or both.	YES

**STATE OF SOUTH DAKOTA
JOINT POWERS
MAINTENANCE AND ENCROACHMENT AGREEMENT
BETWEEN
DEPARTMENT OF TRANSPORTATION,
MEADE COUNTY, CITY OF PIEDMONT AND
CITY OF SUMERSET**

This Agreement is made by and between the State of South Dakota, acting by and through its Department of Transportation, referred to in this Agreement as the "STATE," Meade County, referred to in this Agreement as "COUNTY", the city of Piedmont, South Dakota and the city of Summerset, South Dakota, referred to jointly in this Agreement as "CITIES." The parties acknowledge and agree the city of Piedmont population is deemed to be 965 and the city of Summerset, South Dakota population is deemed to be 3,027 for purposes of this Agreement.

1. JOINT POWERS

This Agreement does not establish a separate legal entity as contemplated by SDCL §1-24-5. The cooperative undertaking described in this Agreement will be financed and conducted under the provisions of this Agreement by the COUNTY, CITIES and STATE. Each party has responsibilities under the terms of this Agreement and no joint board or administrator will be used. No real property will be purchased for use for this Agreement.

THE STATE, COUNTY AND CITIES MUTUALLY AGREE TO THE FOLLOWING:

2. TERM

The term of this Agreement will begin upon the last date of signature and will be perpetual.

3. STATE PROJECT

The STATE, COUNTY and the CITIES concur in the proposal for the new construction or improvement of streets identified by South Dakota Federal Aid Construction Project Number IM-CR 0901(187)44, PCN 034J, referred to in this Agreement as the "STATE PROJECT." The STATE PROJECT is located on Interstate 90 (I90), from east of Exit 44 to west of Exit 48, and Exit 46 (Elk Creek Road). The STATE PROJECT consists of grading, interchange reconstruction (Exit 46), and PCC surfacing.

4. CONTRACT PROCUREMENT

- A. The STATE will design, advertise, let to contract, award, and be the contracting party for the STATE PROJECT.
- B. The STATE will, as part of the STATE PROJECT:
 - i. Construct a ten-foot (10') wide shared use path along Sturgis Road from Station 666+00 Lt. and ending at Station 677+75 Lt, referred to in this Agreement as the "SHARED USE PATH."
 - ii. Construct a ten-foot (10') wide shared use path along Elk Creek Road from Station 500+35 to 520+95, referred to in this Agreement as the "SHARED USE PATH."

5. STATE RESPONSIBILITIES

As illustrated on **Exhibit A**, attached hereto and incorporated by reference:

- A. The STATE will assume ownership on Elk Creek Road from Station 500+57 to Station 508+65, except within the Rapid City, Pierre and Eastern Railroad property.

- B. The STATE will be responsible for snow removal on Elk Creek Road between the interstate ramps from Station 500+57 to Station 508+65.
- C. The STATE will be responsible for maintaining the surfacing on Elk Creek Road from Station 500+57 to Station 508+65.
- D. The STATE will be responsible for maintaining the bridge over the Rapid City, Pierre, and Eastern Railroad from State 508+01 to Station 508+65.
- E. The STATE will mow the right of way on Elk Creek Road from Station 500+57 to Station 508+65.

6. COUNTY RESPONSIBILITIES

As illustrated on **Exhibit A**:

- A. The COUNTY will assume ownership on Elk Creek Road from Station 508+65 to Station 527+56.14.
- B. The COUNTY will be responsible for all maintenance, except roadway lighting, on Elk Creek Road from Station 508+65 to Station 527+56.14.

7. CITY OF PIEDMONT RESPONSIBILITIES

As illustrated on **Exhibit A**:

- A. The city of Piedmont will assume ownership and maintenance Spring Valley Road from beginning of City Limits to Elk Creek Road at Station 712 +40.
- B. The city of Piedmont will operate and maintain the roadway lighting along Sturgis Road from I-90 Eastbound Station 1019+78 to I-90 Eastbound Station 1067+57
- C. The city of Piedmont will reimburse the STATE the actual cost of installing one (1) eighteen-inch (18") waterline PVC encasement pipe and one (1) twelfth-inch (12") sanitary sewer PVC encasement pipe under I90 at the following locations.
 - i. Waterline PVC encasement pipe: I90 eastbound at Station 1015+00 +/- and I90 westbound at Station 2013+70 +/-
 - i. Sanitary Sewer PVC encasement pipe: I90 eastbound at Station 1060+20 +/- and I90 westbound at Station 2060+80 +/-
- D. The estimated cost for the waterline PVC sleeve and sewer line PVC sleeve is Two Hundred Eighty-Eight Thousand Five Hundred-Fifty Dollars (\$288,550.00). The actual costs will be based on final bids and quantities. The CITY will pay the STATE within thirty days (30) of receipt of billing.

8. CITY OF SUMMERSET RESPONSIBILITIES

- A. The city of Summerset will operate and maintain the roadway lighting at the following locations:
- i. I90 eastbound from Station 1089+00 to Station 1114+50;
 - ii. I90 westbound from Station 2088+50 to Station 2119+51;
 - iii. Ramp A from Station 107+30 to Station 119+10
 - iv. Ramp B from Station 200+40 to Station 212+20;
 - v. Ramp C from Station 300+40 to Station 312+70;
 - vi. Ramp D from Station 405+80 to Station 417+51;
 - iv. Elk Creek Road at the intersection of Sturgis Road (Station 500+57 Rt.) and to the intersection of East Hills View Drive (Station 520+80 Rt.) and,
 - v. Sturgis Road at the intersection of N 2nd Street (Station 608+88) and to Foothill Dr (Station 656+90).
- A. The city of Summerset will be responsible for maintenance of the SHARED USE PATH on Elk Creek Road from the intersection of Sturgis Road (Station 500+35.39) and to the intersection of East Hills View Drive (Station 520+95.68); and will be responsible for maintenance of the SHARED USE PATH on Sturgis Road beginning at Station 666+00 Lt. and ending at Station 677+75 Lt.

9. RESPONSIBILITIES FOR SHARED USE PATH

- A. As noted in the sections for 7.D. and 8.B, the CITIES will be responsible for the maintenance of the SHARED USE PATH, which includes, but is not limited to:
- i. Mowing adjacent to the SHARED USE PATH;
 - ii. Snow and ice removal from the SHARED USE PATH, including any necessary hauling of snow that has been removed from the SHARED USE PATH, all in accordance with the CITIES' policies and practices;
 - iii. Surface maintenance and replacement of SHARED USE PATH due to removal of snow with equipment; and,
 - iv. Debris and litter removal.
- B. The STATE will be responsible for the future major improvements to include, but not limited to, rehabilitation or resurfacing from the intersection of Sturgis Road (approximate Station 500+35) to north of the bridge over the railroad (approximate Station 508+90).
- C. The CITIES will be solely responsible for any damages to the SHARED USE PATH, including, but not limited to, damages as a result of traffic accident impact and vandalism.
- D. The CITIES will assume all risk of loss or damage to the SHARED USE PATH, however caused, resulting directly or indirectly, by reasons of the construction, repair, replacement, maintenance, removal, or use of the SIDEWALK and SHARED USE PATH, and releases the STATE from any and all liability on account of such loss or damage.
- E. The CITIES will be responsible for any injury or property damage suffered by any user of the SHARED USE PATH traveling through or within the STATE'S right of way.
- F. The STATE may, at any time, revoke this Agreement and notify the CITIES that the CITIES must remove or permit the removal of the SHARED USE PATH from the right-of-way by a date certain. Removal of the SHARED USE PATH will consist of removing the sidewalk and back-filling the disturbed area to maintain or restore adequate stability. If revocation of this Agreement is due to a proposed change in the highway, the STATE will give the CITIES at least ninety (90) days' written notice of the need to remove the SHARED USE PATH. Upon notification from the STATE

that the SHARED USE PATH must be removed, the CITIES will, at the CITIES' sole cost and expense, remove the SHARED USE PATH from the right-of-way no later than the date designated by the STATE. The CITIES will not be entitled to any compensation of any kind for removal of the SHARED USE PATH from the right-of-way. If the CITIES do not remove the SHARED USE PATH by the designated deadline, the STATE may remove and dispose of the SHARED USE PATH. The parties agree that removal of the SHARED USE PATH from the right-of-way may entail removal of those portions of the SHARED USE PATH which do not occupy the right-of-way. The CITIES will hold the STATE, its employees, officers, agents, and contractors, harmless for any damage to the SHARED USE PATH, including any portion of the SHARED USE PATH which does not occupy the right-of-way, and for any damage to the CITIES' property.

10. ENCROACHMENTS

The CITIES will enforce the following prohibitions against encroachments in the public right-of-way on the STATE PROJECT and on the state highway system within the CITIES' jurisdictional limits:

- A. All encroachments on or above the right-of-way will be prohibited unless specifically permitted by the STATE.
- B. The use of the right-of-way by owners or lessees of abutting property for the storage of vehicles, placement of portable signs, or other private use will be prohibited, on street parking, outside of the traveled lanes, in the business district between Park Street and Walnut Street in the city of Piedmont will not be considered an encroachment.
- C. Where the highway passes through established business districts and the buildings are at the property line and are continuous or very closely spaced, encroachments overhanging the right-of-way will be prohibited except under the following conditions:
 - i. Awnings, canopies, marquees, and similar installations on buildings will be permitted to remain in place until such time that they become functionally or structurally obsolete, provided that the edge of such encroachment be not less than three feet (3') back from the face of the curb;
 - ii. Advertising or other similar signs which are less than three feet (3') back from the face of the curb and are supported wholly from the front of the building will be permitted to remain in place until such time that they become functionally or structurally obsolete, provided that the bottom of such encroachment be not less than fourteen and a half feet (14.5') above the curb elevation;
 - iii. The replacement of obsolete or the installation of new awnings, canopies, marquees, advertising signs, or similar installations supported wholly from the building will be permitted provided that no part of the encroachment is less than three feet (3') back from the face of the curb and eight feet (8') above the curb elevation; and
 - iv. In the event the encroachments referred to in subparagraphs C. i., ii., and iii., above, by reason of color or placement, obscure or in any way detract from the effectiveness of the highway signs, traffic signals, pedestrian safety, or interfere with the free or safe flow of the traffic, the CITIES will cause the removal of such encroachments or take appropriate measures to improve highway signs or traffic signals and traffic safety.
 - v. The provisions of subparagraphs C. i., ii., iii., and iv., above, do not apply to isolated business or commercial buildings in outlying areas.
 - vi. Where there are encroachments of long standing which will in no way impair the highway operation or interfere with the free and safe flow of traffic and, in the opinion of the STATE, the immediate removal would impose unreasonable hardship, the STATE may, at its

discretion, permit the encroachment to remain for a specific period. This permission is subject to revocation or extension at the STATE'S discretion.

- D. On Federal Aid Projects, no encroachments will be permitted except in conformance with 23 CFR 1.23.

11. UTILITIES

The CITIES will control the location and maintenance of utilities within the CITIES' right-of-way so as not to impair the free flow of traffic and to provide maximum safety to the traveling public.

12. SPEED LIMITS

The CITIES will not designate a speed limit within the STATE PROJECT or on the remaining state highway system within the CITIES' jurisdictional limits. The CITIES will request any change in the speed limit and the STATE will consider such change, after appropriate engineering and traffic investigations have been made.

13. PARKING

The CITIES will enforce the prohibition of all parking, standing, and stopping in the traffic lanes on the STATE PROJECT and on the state highway system within the CITIES' jurisdictional limits in accordance with South Dakota State Codified Laws ch. 32-30 except for the business district from Park Street to Walnut Street in Piedmont, where parking will be allowed. The CITIES will establish parking prohibitions along the CITIES' streets within the STATE PROJECT if parking becomes a safety concern or hindrance.

The CITIES further agrees where curbs are not installed and are not to be installed under the proposed improvement, the curbs, when proposed to be constructed in the future, will be at a lateral distance approved by the STATE. The CITIES will be responsible for installation and financial obligations of any future constructed curbs.

14. ACCESS

The CITIES will not allow access to the state highway system within the CITIES' jurisdictional limits without the STATE'S or the STATE'S authorized representative's prior written approval.

15. LIGHTING

When a roadway lighting system or flashing beacon system is installed on any street within the STATE PROJECT or on any portion of the state trunk highway system within the CITIES' jurisdictional limits, the CITIES will provide electrical power necessary to operate the system and will provide all necessary maintenance and replacements, in kind, of all parts, poles, and apparatus of said system, to ensure the continuing operation of said system until such time as the parties to this Agreement will agree to discontinue the operation of the said system. The CITIES will be responsible for replacement of poles which may be damaged due to weather or by vehicle crashes.

Prior to changing the operation parameters of any flashing beacon on a state highway route, including, but not limited to, flash rate, light intensity, number and location of displays, and hours or days of operation, from those originally set or currently approved by the STATE, the CITIES will submit, in writing, the necessary data and proposed changes to the Department of Transportation Area Office. The CITIES will not make any changes without the approval of that office.

Unless explicitly authorized elsewhere in this Agreement, the CITIES will obtain written approval from the STATE'S Area Engineer prior to attachment of banners, signs, or other appurtenances to the light poles.

16. SIGNALS

If a signal system is installed on any portion of the STATE PROJECT that is also within the CITIES' municipal boundaries, such signal system will be subject to the terms of a separate agreement between the parties entitled "Maintenance Agreement Between a Local Government Authority and the State of South Dakota for Traffic Signals on State Highway System." If such agreement has not already been executed by the parties, it will be executed simultaneously with this Agreement, provided there are signal systems within the STATE PROJECT or along the state trunk highway system within the CITIES' jurisdictional limits.

17. GENERAL CITY MAINTENANCE

The CITIES will be responsible for providing timely maintenance of the STATE PROJECT and the remaining state highway system within the municipal boundaries of the CITIES and any future expansions of the CITIES' municipal boundaries. The CITIES' maintenance responsibilities will include, but are not limited to:

- A. Debris and litter removal;
- B. Maintenance, repair, and replacement of sidewalks and curb ramps, including detectable warnings, in accordance with the Americans with Disabilities Act;
- C. Snow and ice removal from roadways and sidewalks, if the CITIES' population are deemed to be 2500 or more;
- D. Snow and ice removal from sidewalks and parking areas, if the CITIES' population are deemed to be less than 2500, with the STATE having responsibility for plowing snow and ice from driving lanes and shoulders;
- E. Any necessary hauling of snow, including snow plowed by the STATE from driving lanes and shoulders;
- F. Surface maintenance and replacement of sidewalks due to removal of snow by the CITIES' with equipment;
- G. Roadway sweeping, except that the STATE will be responsible for roadway sweeping if the CITIES' population is deemed to be less than 2500;
- H. Maintenance of rural section drainage;
- I. Cleaning, repair, and replacement of storm sewers and drop inlets, including any frames and grates, except that the STATE will be responsible for replacement of storm sewers and drop inlets, including any frames and grates, if the CITIES' population is deemed to be less than 2500;
- J. Vegetation and weed management of boulevards, split medians, raised medians, and other areas where undesirable vegetation exists; All right-of-way vegetation and weed management within curb and gutter sections;
- K. Maintenance of stamped or colored concrete, trees, flowers, decorative plants, and watering systems in boulevards, split medians, raised medians, and other areas within the right-of-way; and
- L. All repairs or maintenance of the STATE'S right-of-way, including the driving surface, related to or necessitated by the CITIES' installation, repair, or maintenance of utilities.

18. PAVEMENT MARKING MAINTENANCE

If the CITIES are deemed to have a population of 2500 or more, the CITIES will be responsible for maintaining the applicable pavement markings from the following list, at the original location on the STATE PROJECT and on the state trunk highway system, within the CITIES municipal boundaries and any future expansions of the CITIES municipal boundaries:

- A. Stop and Yield lines;
- B. Crosswalks;
- C. Word message pavement markings, including but not limited to "PED XING," "SCHOOL XING,"

- "LANE," and "RXR";
- D. Parking space markings;
- E. Speed measurement markings;
- F. Curb marking; and,
- G. Accessibility parking space marking.

All pavement markings for which the CITIES are responsible will be maintained in the same manner, dimensions, and locations as originally established by the STATE, so long as the same is in accordance with the most recent version of the federal Manual on Uniform Traffic Control Devices (MUTCD).

The STATE will maintain all other pavement markings on the state highway system which are not identified above as a CITIES responsibility. The parties understand and agree that if the CITIES are deemed to have a population of less than 2500, the STATE will be responsible for all pavement markings on the state trunk highway system.

19. SIGN MAINTENANCE

If the CITIES is deemed to have a population of 2500 or more, the CITIES will be responsible for maintaining the following signs at the locations and on supports as originally installed on the STATE PROJECT and on the remaining state highway system within the CITIES municipal boundaries and any future expansions of the CITIES municipal boundaries:

- A. Stop signs (R1-1) on CITIES' routes approaching the state highway system;
- B. Yield signs (R1-2) on CITIES' routes approaching the state highway system;
- C. Parking, standing, and stopping signs (R7 and R8 series);
- D. Truck route signing (R14-1 series);
- E. Street name sign (D3-1);
- F. Advance street name signs (D3-2);
- G. Parking area sign (D4-1);
- H. Park and ride sign (D4-2);
- I. Evacuation route sign (EM-1);
- J. Area closed signs (EM-2);
- K. Traffic control point sign (EM-3);
- L. Maintain top safe speed sign (EM-4);
- M. Road (Area) use permit required for thru traffic sign (EM-5);
- N. Emergency aid center signs (EM-6 series);
- O. Shelter directional signs (EM-7 series); and,
- P. Dynamic engine brake signs.

All signs for which the CITIES are responsible will be installed and thereafter maintained by the CITIES in accordance with the most recent version of the federal MUTCD, unless otherwise directed by the STATE.

If the CITIES are deemed to have a population of 2500 or more, the CITIES will also be responsible for installation and maintenance of all Emergency Snow Route (R7-203) signs as deemed necessary on the STATE PROJECT and on the remaining state highway system within the CITIES' municipal boundaries and any future expansions of the CITIES' municipal boundaries. The signs will be installed on steel supports that meet the requirements of National Cooperative Highway Research Program (NCHRP) 350. The locations of the signs must be approved by the STATE prior to installation. The CITIES' will keep an inventory of all signs installed and maintained by the CITIES' pursuant to this Agreement, and the CITIES' will provide a copy of said inventory to the STATE upon request.

The STATE will install and maintain all other signs on the state highway system which are not identified above as a CITIES' responsibility. The parties understand and agree, however, if the CITIES are deemed to have a population of less than 2500, the STATE will be responsible for all sign installation and

maintenance on the state trunk highway system.

20. STATE REPAIRS – DRIVING SURFACE

The STATE will be responsible for repair of the driving surface for the STATE PROJECT and the remaining state highway system within the CITIES' municipal boundaries. For sections of roadway with curb and gutter on opposite sides of the roadway, the STATE'S responsibility will extend from back of curb to back of curb. For sections of roadway with curb and gutter on only one side of the roadway, the STATE'S responsibility will extend from the back of any existing curb to the edge of the finished roadway. For sections of roadway with no curb and gutter, the STATE'S responsibility will extend from the edge of the finished roadway to the edge of the finished roadway. Surface repair work to be performed by the STATE will include joint sealing, joint repair, concrete pavement repair, repair of concrete curb and gutter, chip sealing, pothole repair, patching, crack sealing, and shoulder repairs. CITIES will, however, be solely responsible for any work related to or necessitated by the CITIES' installation, repair, or maintenance of utilities.

21. TEMPORARY TRAFFIC CONTROL

The CITIES will adhere to Part 6 of the federal MUTCD concerning temporary traffic control when completing maintenance work activities on the state highway system.

22. INDEMNIFICATION

The COUNTY and CITIES will indemnify the STATE, its officers, agents, and employees against any and all actions, suits, damages, liability, or other proceedings that arise as a result of the COUNTY'S or CITIES' respective performance under this Agreement. This section does not require the COUNTY or CITIES to be responsible for or defend against claims or damages arising solely from errors or omissions of the STATE, its officers, agents, or employees.

23. EQUAL EMPLOYMENT OPPORTUNITY

In connection with the execution of this Agreement, the COUNTY and CITIES will not discriminate against any employee, or applicant for employment, because of race, religions, color, sex, disability, or national origin. Such actions will include but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment, or advertising, layoff or termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship. The COUNTY and CITIES will provide services in compliance with the Americans With Disabilities Act of 1990, and any amendments.

24. AMENDMENT

This Agreement may not be amended, except in writing, which writing will be expressly identified as a part of this Agreement and must be signed by an authorized representative of each of the parties.

25. CERTIFICATION REGARDING LOBBYING

The COUNTY and CITIES certify, to the best of the COUNTY and CITIES' respective knowledge and belief, that no federal appropriated funds have been paid or will be paid, by or on behalf of the COUNTY or CITIES, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any of the above-mentioned parties, the COUNTY and CITIES will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The COUNTY and CITIES will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients will certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 or each such failure.

26. EMPLOYEE STATUS

Any officer, employee, or agent engaged in joint action under this Agreement will remain an employee with his or her agency during participation in joint action under this Agreement. Each agency will retain exclusive responsibility for its officers, agents, and employees while these officers, agents, and employees are engaged in joint action under this Agreement, including but not limited to responsibility for regular and overtime wages and salaries, unemployment benefits, workers' compensation coverage, health insurance, or other benefits, and liability coverage and indemnity, except as otherwise specifically provided in this Agreement.

27. CERTIFICATION OF NO PROHIBITED STATE LEGISLATOR INTEREST

The COUNTY and CITIES (i) understands neither a state legislator nor a business in which a state legislator has an ownership interest may be directly or indirectly interested in any contract with the State that was authorized by any law passed during the term for which that legislator was elected, or within one year thereafter, and (ii) has read South Dakota Constitution Article 3, Section 12 and has had the opportunity to seek independent legal advice on the applicability of that provision to this Agreement. By signing this Agreement, the COUNTY and CITIES hereby certifies that this Agreement is not made in violation of the South Dakota Constitution Article 3, Section 12.

28. SIGNATURE AUTHORITY

The COUNTY has designated its Highway Superintendent as the COUNTY'S authorized representative and has empowered the Highway Superintendent with the authority to sign this Agreement on behalf of the COUNTY. A copy of the COUNTY'S Commission or Council minutes or resolution authorizing the execution of this Agreement by the Mayor as the COUNTY'S authorized representative is attached to this Agreement as **Exhibit B**.

The CITIES have designated their respective Mayors as the CITIES' authorized representatives and has empowered its Mayors with the authority to sign this Agreement on behalf of the CITY. A copy of the CITIES' Commission or Council minutes or resolution authorizing the execution of this Agreement by the Mayor as the CITIES' authorized representative is attached to this Agreement as **Exhibit C** for the city of Piedmont and **Exhibit D** for the city of Summerset.

(Signature pages follow.)

By signature of their representatives below, each party certifies that approval of this Agreement by ordinance, resolution, or other appropriate means has been obtained by that party's governing body or officer pursuant to SDCL § 1-24-3 and § 1-24-6.

Meade County, South Dakota

State of South Dakota
Department of Transportation

By: _____

By: _____

Printed Name: _____

Joel M. Jundt

Its: Highway Superintendent

Its: Department Secretary

Date: _____

Date: _____

Attest:

Approved as to Form:

By: _____

By: /s/ Dustin W. DeBoer

Printed Name: _____

Printed Name: Dustin W. DeBoer

County Auditor/Clerk

Special Assistant Attorney General

(COUNTY SEAL)

(City of Piedmont signature page follows.)

City of Piedmont, South Dakota

By: _____

Printed Name: _____

Its: Mayor

Date: _____

Attest:

By: _____

Printed Name: _____

City Auditor/Clerk

(CITY SEAL)

(City of Summerset signature page follows.)

City of Summerset, South Dakota

By: _____

Printed Name: _____

Its: Mayor

Date: _____

Attest:

By: _____

Printed Name: _____

City Auditor/Clerk

(CITY SEAL)

At BHCLG's April 2025 quarterly board meeting, some of you expressed interest in knowing more about the passenger rail. The information below was provided by Dan Bilka, providing details on informational meetings that are going to be held. I have also attached the sign-on letter example that Dan Bilka provided in case any of you are interested in supporting this effort.

As a reminder our June quarterly meeting will be held next Thursday, June 26 at 12:00pm. Lunch will be provided. The meeting invite, agenda, and board packet will be sent later this week in a separate email.

Jennifer Sietsema
Executive Director
Black Hills Council of Local Governments
730 E. Watertown Street
Rapid City, South Dakota 57701

From: Dan Bilka [REDACTED]
Sent: Monday, June 16, 2025 11:36 AM
To: Dan [REDACTED]
Subject: South Dakota Train Trek Presentations - Bringing Passenger Trains to South Dakota

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender's email address.

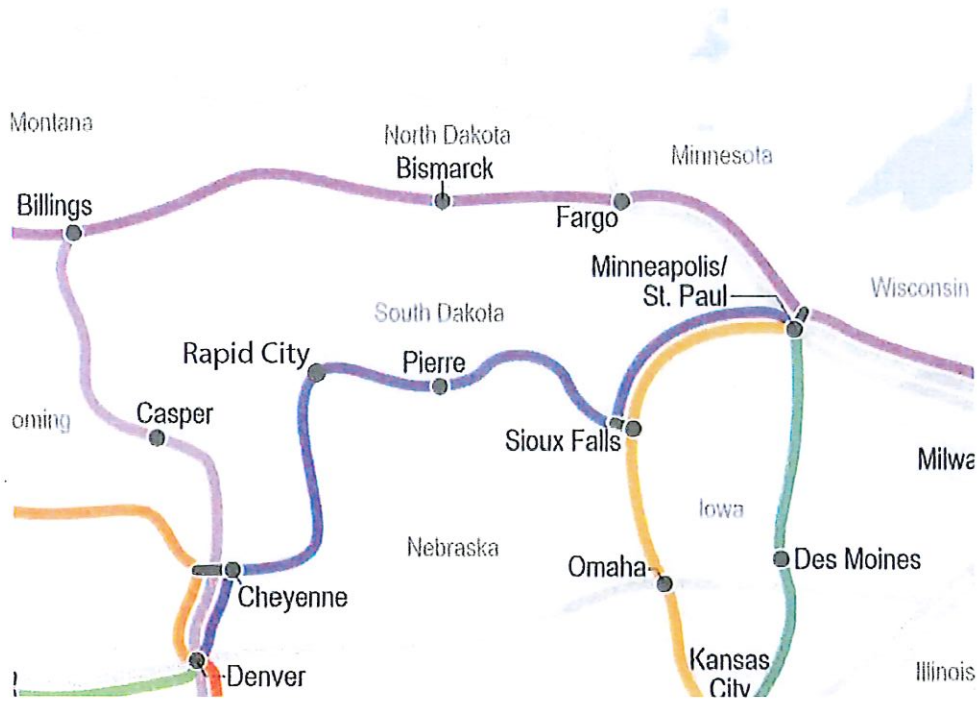
Hello Everyone,

I am pleased to announce that All About Northwest will be holding a series of "Train Trek" presentations across South Dakota next week discussing the FRA Amtrak Daily Long-Distance Service Study findings and what we can do to bring passenger rail back to South Dakota. The Study found the routes across South Dakota are feasible, defensible and could, in fact, outperform other routes across the county. <https://fralongdistancerailstudy.org/>

Kicking off Monday evening in Sioux Falls, we'll travel to Canton (Lincoln County), Fort Pierre, and Wall before wrapping up Thursday evening in Rapid City.

We hope you can attend to learn more about bringing long-denied passenger rail services (and the economic benefits they bring) to South Dakota.

<https://www.sdstandardnow.com/home/make-your-voice-heard-and-demand-congress-brings-passenger-rail-through-south-dakota>



Presentation Schedule

Sioux Falls

Monday June 23rd, **6:00pm**

Siouxland Libraries Downtown Library

200 N Dakota Ave

Sioux Falls, SD 57104

Hosted by All Aboard Northwest

Canton (Lincoln County)

Tuesday June 24th, **6:30pm**

Lincoln County, Board of County Commissioners Meeting

Lincoln County Courthouse, 6:30pm

104 N Main St

Canton, SD 57013

Hosted by Lincoln County, Board of County Commissioners

Fort Pierre

Community Youth Involved - Nonprofit Organization

Wednesday June 25th, **6:00pm** [Central time]

19 E. Main Avenue
Fort Pierre, SD 57532
Hosted by Fort Pierre Chamber of Commerce

Wall
Wall Grand Hall
Thursday June 26th, **3:30pm**
501 Main Street
Wall, SD 57790
Hosted by Wall Economic Development Corporation

Rapid City
"The Hive"
Thursday June 26th, **6-8pm**
512 Main Street, Suite 160
Rapid City, SD 57701
Hosted by Visit Rapid City

Conclusions

So please come down and learn more about bringing passenger rail services back to South Dakota. We deserve the same freedom of mobility, economic opportunity and quality of life that passenger rail services bring communities in many other parts of the country.

Please share this with your networks for anyone who may be interested in these things.

Thank you South Dakota!

Dan

--

Dan Bilka
Co-Founder & President, All Aboard Northwest
Coordinator, Greater Northwest Passenger Rail Coalition

South Dakota Passenger Rail Sign-on Statement

To the South Dakota Congressional Delegation,

Senator John Thune
Senator Mike Rounds
Representative Dusty Johnson

We, the South Dakota Coalition for Passenger Rail and Economic Development, support the long-awaited implementation of federally-supported passenger rail service across South Dakota.

Frequent passenger service, on improved existing railroad lines, will immensely benefit our state bringing economic benefits, environmental benefits, and equity benefits. Passenger rail service will improve South Dakota's competitiveness in the national and international economy by attracting top-tier talent, investors, and entrepreneurs. These improvements for passenger rail services will also benefit freight services by utilizing and improving the same railroad lines. Tourists, both international and domestic, will have greater opportunities and incentives to travel to our state for vacations. This is critical for the long-term economic vitality and competitiveness of our state.

It is time to ensure that the entire state, including our largest cities of Aberdeen, Rapid City, and Sioux Falls, are connected to the regional and national passenger rail network.

The signatories below call on the South Dakota Congressional delegation (Senator Thune, Senator Rounds, Representative Johnson) to bring quality federally-supported passenger rail service to South Dakota.

(Signatory groups here)



2025 South Dakota Legislature

House Bill 1218

ENROLLED

AN ACT

ENTITLED An Act to address the imposition of firearm restrictions on certain employees, officers, volunteers, and other individuals.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF SOUTH DAKOTA:

Section 1. That a NEW SECTION be added to chapter 7-18:

A board of county commissioners may not, by any method or means, prohibit or restrict an individual who is a county employee, officer, or volunteer, from lawfully possessing any concealed firearm and compatible ammunition, while the individual is within any county building, facility, or vehicle, or while on any real property, owned or leased by the county. This section does not apply to possession of a concealed firearm and compatible ammunition by:

- (1) An individual who is an inmate;
- (2) An individual, other than a law enforcement officer, while present in the secure area of any detention facility, a mental health crisis center, or a substance use disorder residential treatment facility; or
- (3) An individual, other than a law enforcement officer, while using a county vehicle to transport another individual apprehended in accordance with chapter 27A-10.

No injury or damage resulting from an individual possessing a concealed firearm may be construed to be an act of the county, and no liability may be imputed to the county.

For purposes of this section, any "method or means" includes the adoption of a policy, the issuance of a guidance letter or statement, and any similar directive, whether written or oral.

Section 2. That a NEW SECTION be added to chapter 8-4:

A board of supervisors may not, by any method or means, prohibit or restrict an individual who is a township employee, officer, or volunteer, from lawfully possessing any concealed firearm and compatible ammunition, while the individual is within any township building, facility, or vehicle, or while on any real property, owned or leased by the township. This section does not apply to possession of a concealed firearm and compatible ammunition by:

- (1) An individual who is an inmate;
- (2) An individual, other than a law enforcement officer, while present in the secure area of any detention facility, a mental health crisis center, or a substance use disorder residential treatment facility; or
- (3) An individual, other than a law enforcement officer, while using a township vehicle to transport another individual apprehended in accordance with chapter 27A-10.

No injury or damage resulting from an individual possessing a concealed firearm may be construed to be an act of the township, and no liability may be imputed to the township.

For purposes of this section, any "method or means" includes the adoption of a policy, the issuance of a guidance letter or statement, and any similar directive, whether written or oral.

Section 3. That a NEW SECTION be added to chapter 9-14:

The governing body of a municipality may not, by any method or means, prohibit or restrict an individual who is a municipal employee, officer, or volunteer, from lawfully possessing any concealed firearm and compatible ammunition, while the individual is within any municipal building, facility, or vehicle, or while on any real property, owned or leased by the municipality. This section does not apply to possession of a concealed firearm and compatible ammunition by:

- (1) An individual who is an inmate;
- (2) An individual, other than a law enforcement officer, while present in the secure area of any detention facility, a mental health crisis center, or a substance use disorder residential treatment facility; or
- (3) An individual, other than a law enforcement officer, while using a municipal vehicle to transport another individual apprehended in accordance with chapter 27A-10.

No injury or damage resulting from an individual possessing a concealed firearm may be construed to be an act of the municipality, and no liability may be

imputed to the municipality.

For purposes of this section, any "method or means" includes the adoption of a policy, the issuance of a guidance letter or statement, and any similar directive, whether written or oral.

Section 4. That a NEW SECTION be added to chapter 9-14:

Notwithstanding section 3 of this Act or § 9-19-20, a municipality may, by any method or means, prohibit or restrict an individual from lawfully carrying a dangerous weapon, as defined in § 22-1-2, within a building or facility at which an event is occurring, provided metal detectors are utilized to screen for any dangerous weapons and armed security personnel are posted at each public entrance.

Section 5. That § 23-7-70 be REPEALED.

An Act to address the imposition of firearm restrictions on certain employees, officers, volunteers, and other individuals.

I certify that the
attached Act originated in the:
House as Bill No. [1218](#)
Chief Clerk

Speaker of the
House
Attest:
Chief Clerk
President of the Senate
Attest:
Secretary of the Senate
House Bill No. [1218](#)
File No. _____
Chapter No. _____

Received at th
Executive Office
this _____ day of _____,
2025 at _____ M.

By
for the Governor

The attached Act
hereby
approved this _____ day of
_____, A.D., 2025
Governor

STATE OF SOUT
DAKOTA,
ss.
Office of the Secretary of State
Filed _____, 2025
at _____ o'clock __ M.
Secretary of State
By
Asst. Secretary of State

2.16.2 Weapons Prohibited

For the safety of City employees and the public, no person will be permitted to bring or possess firearms, explosives, or other weapons on City property, except those individuals authorized to do so in the course of their duties with the City. Examples of prohibited weapons include, but may not be limited to:

1. All types of firearms, including rifles, shotguns, pistols.
2. Archery equipment, including arrows, hunting bows, crossbows.
3. Large hunting or weapons-style knives, including “bowie” knives, machetes, stilettos, or switchblades, etc. (This does not prohibit possession of personal, folding pocket or penknives or other bladed tools used in the course of work activities.)
4. All explosive devices or explosive materials used in such devices.
5. Other objects clearly designed or intended to be used as weapons, such as nun chucks, clubs, and brass knuckles.

Duly authorized educational programs, demonstrations, displays, dramatizations, competitions, or other similar public events as approved by the respective department may be exempted.

*Exclusion to policy: Law Enforcement is excluded from the “weapons carry” clause.

HANDBOOK

22-14-23. Possession in county courthouse or state capitol--Misdemeanor.

Except as provided in § [22-14-24](#), any person who knowingly possesses or causes to be present any firearm or other dangerous weapon, in any county courthouse or in the state capitol, or attempts to do so, is guilty of a Class 1 misdemeanor.

Source: SL 1993, ch 173, § 2; SL 2005, ch 120, § 262; SL 2019, ch 106, § 2.

LAW



2025 South Dakota Legislature

House Bill 1059

ENROLLED

AN ACT

ENTITLED An Act to clarify the meaning of teleconference for purposes of open meeting requirements.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF SOUTH DAKOTA:

Section 1. That § 1-25-1 be AMENDED:

1-25-1. 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.

Section 2. That § 1-25-12 be AMENDED:

1-25-12. Terms used in this chapter 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.

An Act to clarify the meaning of teleconference for purposes of open meeting requirements.

_____ I certify that the
attached Act originated in the:
House as Bill No. [1059](#)
Chief Clerk _____

_____ Speaker of the
House
Attest:
Chief Clerk
President of the Senate
Attest:
Secretary of the Senate
House Bill No. [1059](#)
File No. _____
Chapter No. _____

Received at th
Executive Office
this _____ day of _____,
2025 at _____ M.

By _____
for the Governor
_____ The attached Act
hereby
approved this _____ day of
_____, A.D., 2025
Governor _____

STATE OF SOUT

DAKOTA,

ss.
Office of the Secretary of State
Filed _____, 2025
at _____ o'clock __M.
Secretary of State
By
Asst. Secretary of State



2025 South Dakota Legislature

Senate Bill 74

ENROLLED

AN ACT

ENTITLED An Act to require the publication and review of an explanation of the open meeting laws of this state.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF SOUTH DAKOTA:

Section 1. That § 1-11-1 be AMENDED:

1-11-1. It is the duty of the attorney general:

- (1) To appear for the state and prosecute and defend all actions and proceedings, civil or criminal, in the Supreme Court, in which the state shall be interested as a party;
- (2) When requested by the Governor or either branch of the Legislature, or whenever, in the judgment of the attorney general, the welfare of the state demands, to appear for the state and prosecute or defend, in any court or before any officer, any cause or matter, civil or criminal, in which the state may be a party or interested;
- (3) To attend to all civil cases remanded by the Supreme Court to the circuit court, in which the state shall be a party or interested;
- (4) To prosecute, at the request of the Governor, state auditor, or state treasurer, any official bond or contract in which the state is interested, upon a breach thereof, and to prosecute or defend for the state all actions, civil or criminal, relating to any matter connected with either of their departments;
- (5) To consult with, advise, and exercise supervision over the several state's attorneys of the state in matters pertaining to the duties of their office, and the attorney general shall be authorized and it is made the duty of the office, whenever in the attorney general's judgment any opinion written by the attorney general will be of general interest and value, to mail either

- written or printed copies of such opinion to the auditor-general and to every state's attorney and county auditor in the state;
- (6) When requested, to give an opinion in writing, without fee, upon all questions of law submitted to the attorney general by the Legislature or either branch thereof, or by the Governor, auditor, or treasurer;
 - (7) When requested by the state auditor, treasurer, or commissioner of school and public lands, to prepare proper drafts for contracts, forms, and other writings, which may be wanted for use of the state;
 - (8) To report to the Legislature, or either branch thereof, whenever requested, upon any business relating to the duties of the office;
 - (9) To prosecute state officers who neglect or refuse to comply with the provisions of statutes of this state prohibiting officers of the state from accepting any money, fee, or perquisite other than salary for performance of duties connected with the office or paid because of holding such office and the statute requiring issue and delivery and filing of prenumbered duplicate receipts and accounting for money received for the state;
 - (10) To pay into the state treasury all moneys received by the attorney general, belonging to the state, immediately upon the receipt thereof;
 - (11) To prosecute any criminal action that was committed by an inmate under confinement in a facility operated by the Department of Corrections;
 - (12) To attend to and perform any other duties which may from time to time be required by law; and
 - (13) To publish an explanation of the open meeting laws of this state, as found in chapter 1-25, on the attorney general's website each year before January first.

Section 2. That a NEW SECTION be added to chapter 1-25:

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.

An Act to require the publication and review of an explanation of the open meeting laws of this state.

I certify that the attached Act originated in the: Senate as Bill No. 74 Secretary of the Senate

Senate
Attest:
Secretary of the Senate
Speaker of the House
Attest:
Chief Clerk
Senate Bill No. 74
File No. _____
Chapter No. _____

_____ I certify that the _____
Executive Office
this _____ day of _____,
2025 at _____ M.

President of the

Received at th
Executive Office
this _____ day of _____,
2025 at _____ M.
By _____
for the Governor

_____ The attached Act
hereby
approved this _____ day of
_____, A.D., 2025
Governor

**STATE OF SOUT
DAKOTA,**

ss.
Office of the Secretary of State
Filed _____, 2025
at _____ o'clock __M.
Secretary of State
By
Asst. Secretary of State

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 shall be comprised of five state's attorneys appointed by the attorney general. Each commissioner shall serve at the pleasure of the attorney general. A chair of the commission shall be chosen annually from the membership of the commission by a majority of its members.

1-25-12. DEFINITIONS. Terms used in this chapter mean:

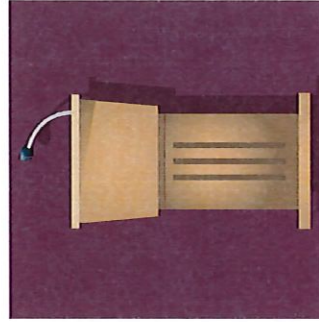
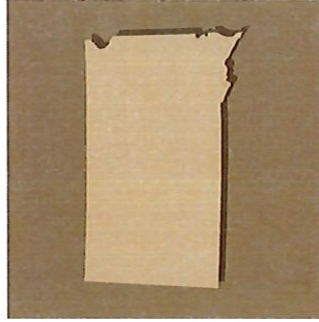
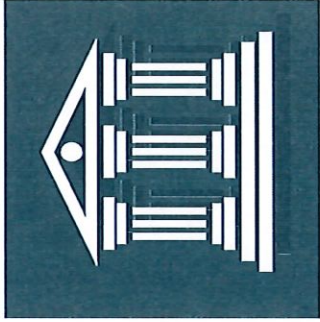
- (1) "Political subdivision," any association, authority, board, commission, committee, council, task force, school district, county, city, town, township, or other local government entity that is created or appointed by statute, ordinance, or resolution and is vested with the authority to exercise any sovereign power derived from state law;
- (2) "Public body," any political subdivision and the state;
- (3) "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;
- (4) "Teleconference," information exchanged by any audio, video, or electronic medium, including the internet;
- (5) "State," each board, commission,

department, or agency of the State of South Dakota. The term, state, does not include the Legislature.

1-27-116. 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 provision 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.

1-27-117. 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.

1-27-118. 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.



Conducting the Public's Business in Public

A guide to South Dakota's Open Meetings Laws
(Revised 2023)

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

Published by:
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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. 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(1). 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. In addition,

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 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.

9-34-19. EXECUTIVE SESSIONS (MUNICIPAL AND COUNTIES). Any documentary material or data compiled or received by a municipal corporation, county, or an economic development corporation receiving municipal or county funds, for the purpose of furnishing assistance to a business, to the extent that such material or data consists of trade secrets or commercial or financial information regarding the operation of such business, is not a public record. Any discussion or consideration of such trade secrets or commercial or financial information by a municipal corporation or county may be done in executive session closed to the public.

1-25-6. DUTY OF STATES 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.

1-25-61. DUTY OF STATES 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.

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 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>.

PERTINENT S.D. OPEN MEETINGS STATUTES

(other specific provisions may apply depending on the public body involved)

1-25-1. OPEN MEETINGS. The official meetings of the state and its political subdivisions are open to the public unless a specific law is cited by the state or the political subdivision 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 § 1-25-11 or 1-25-13 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 political subdivision may post a public notice of a quorum, in lieu of an agenda. The notice of a quorum shall meet the posting requirements of § 1-25-11 or 1-25-13 and shall 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 official meetings held solely for the purpose of meeting in executive session, an inauguration, swearing in of newly elected officials, or presentation of an annual report to the governing body regardless of whether or not such activity takes place at the time and place usually reserved for a regularly scheduled meeting.

If a quorum of township supervisors, road district trustees, or trustees for a municipality of the third class meet 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.

1-25-11. 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.

1-25-13. PUBLIC NOTICE OF A MEETING. 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.

1-25-15. 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.

1-25-16. 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.

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. 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. A public comment period is not required for meetings held solely for the purpose of executive session.

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 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. Board members could be held personally liable for the results of an official vote

taken illegally during an executive session. For example, a contract approved only during an executive session could be found void and the board members could be required to repay any public funds spent under the contract.

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. It could even result in personal liability for members of the governing body involved, depending upon the action taken.

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

A: Persons alleging violations of the 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 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(3) references teleconferences. The definition of a "teleconference" in SDCL 1-25-12(4) includes the exchange of information via the internet or any other electronic medium. The analysis of these two definitions leads to the conclusion that email discussions that include a quorum of a public body and which discuss the official business of that body could be considered "meetings" for purposes of the open meetings laws. Email participation in scheduling or similar activity would not, under this analysis, constitute a public meeting.

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

A: SDCL 1-25-1.4 requires or departments to make public meeting materials available on <http://boardsandcommissions.sd.gov>. SDCL 1-27-116 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 1-27-117 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 1-27-116 and 1-27-117 are also Class 2 misdemeanors.

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

A: Task forces and committees that 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 1-27-118.



2025 South Dakota Legislature

House Bill 1259

ENROLLED

AN ACT

ENTITLED An Act to prohibit unauthorized access to certain multi-occupancy rooms.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF SOUTH DAKOTA:

Section 1. That a NEW SECTION be added to chapter 13-32:

Terms used in sections 1 to 5, inclusive of this Act mean:

- (1) "Changing room," a room or area in which an individual may be in a state of undress in the presence of others, including a multi-occupancy locker room or shower room;
- (2) "Female," an individual who naturally has, had, will have, or would have, but for a congenital anomaly or intentional or unintentional disruption, the reproductive system that produces, transports, and utilizes eggs for fertilization;
- (3) "Male," an individual who naturally has, had, will have, or would have, but for a congenital anomaly or intentional or unintentional disruption, the reproductive system that produces, transports, and utilizes sperm for fertilization;
- (4) "Public school," a school under the authority of the board of a school district;
- (5) "Reasonable accommodation," access to:
 - (a) A unisex or family room; or
 - (b) A single-occupancy changing room or restroom which has been designated for employees of the district, provided the room is not available to the employees while being used by the student; and
- (6) "Restroom," a room that includes one or more toilets or urinals;

- (7) "Sleeping quarters," a room that contains a bed and in which more than one individual is housed overnight;
- (8) "Sex," an individual's biological sex, either male or female; and
- (9) "Unisex or family room," a changing room or restroom that:
 - (a) Is intended for use by a single occupant, a single occupant and the occupant's caregiver, or members of the same family;
 - (b) Is enclosed by means of floor-to-ceiling walls; and
 - (c) Is accessible by means of a full door, with a secure lock that prevents entry by another individual while the room is in use.

Section 2. That a NEW SECTION be added to chapter 13-32:

A public school must designate any multi-occupancy changing room, restroom, or sleeping quarters in each facility or space owned or rented by the public school for use exclusively by females or for use exclusively by males.

If any student is unable or unwilling to use a multi-occupancy changing room, restroom, or sleeping quarters, in accordance with the designation set forth in this section, and the student, or the student's parent in the case of a student under the age of eighteen, files a written notice with the administrator of the school, the administrator may grant a request for a reasonable accommodation.

A reasonable accommodation granted under this section must be for a stated period of time and may not:

- (1) Exceed the conclusion of the school year; or
- (2) Include access to a facility designated for use exclusively by members of the opposite sex.

Section 3. That a NEW SECTION be added to chapter 13-32:

A male may not enter a changing room or restroom designated exclusively for females.

A female may not enter a changing room or restroom designated exclusively for males.

A public school must take reasonable steps to provide individuals with privacy in changing rooms, restrooms, and sleeping quarters by designating each as available for use exclusively by female students or for use exclusively by male students.

The prohibitions set forth in this section do not apply to:

- (1) The accommodation of an individual protected under the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101, et seq. (January 1, 2025) or the

Rehabilitation Act of 1973, 29 U.S.C. § 701, et seq. (January 1, 2025);

- (2) An individual who accompanies a student requiring assistance because of age;
- (3) A law enforcement officer, fire official, or employee of the district, acting in an official capacity;
- (4) An individual providing emergency medical assistance; or
- (5) An individual providing custodial, maintenance, or inspection services, provided the changing room or restroom is unoccupied.

Section 4. That a NEW SECTION be added to chapter 13-32:

Any multi-occupancy changing room or restroom that is located in a public school and normally reserved for use by employees of the district is governed by the provisions of sections 6 to 11, inclusive, of this Act.

Section 5. That a NEW SECTION be added to chapter 13-32:

If a public school sponsors or sanctions any event that requires students to be provided with changing rooms or sleeping quarters, the school must designate all multi-occupancy changing rooms and sleeping quarters as being for use exclusively by females or exclusively by males. A student may not be required to share sleeping quarters with a member of the opposite sex, unless the individuals are members of the same family.

In any other setting in a public school where an individual may be in a state of undress in the presence of others, the school must provide separate, private areas designated for use by individuals based on the individual's sex. Except as otherwise provided in section 3 of this Act, no individual may enter private areas unless the individual is a member of the designated sex.

If a student is unable or unwilling to use a room for overnight sleeping quarters, in accordance with the exclusive designation set forth in this section, that student, or the student's parent in the case of a student under the age of eighteen, may file, with the school administrator, a request to be reassigned to single-occupancy room.

An individual who encounters a member of the opposite sex in a restroom or changing room while making use of a restroom or changing room designated by the public school for use by the individual's sex, has a private cause of action for declaratory and injunctive relief against the school district that:

- (1) Provided the member of the opposite sex permission to use a restroom or changing room of the individual's sex; or

(2) Failed to take reasonable steps to prohibit the member of the opposite sex from using the restroom or changing room of the individual's sex.

An individual who is assigned by a public school to share sleeping quarters with an individual of the opposite sex has a private cause of action for declaratory and injunctive relief against the school district.

Any civil action brought pursuant to this section must be initiated within two years of the violation. An individual who is aggrieved under this section and prevails in court may recover reasonable attorney fees and costs from the offending school district.

Section 6. That a NEW SECTION be added to chapter 20-13:

Terms used in sections 6 to 11, inclusive, of this Act mean:

- (1) "Changing room," a room or area in which an individual may be in a state of undress in the presence of others, including a multi-occupancy locker room or shower room;
- (2) "Female," an individual who naturally has, had, will have, or would have had, but for a congenital anomaly or intentional or unintentional disruption, the reproductive system that produces, transports, and utilizes eggs for fertilization;
- (3) "Male," an individual who naturally has, had, will have, or would have had, but for a congenital anomaly or intentional or unintentional disruption, the reproductive system that produces, transports, and utilizes sperm for fertilization;
- (4) "Restroom," a room that includes at least one toilet or urinal;
- (5) "Sleeping quarters," a room that contains a bed and in which more than one individual is housed overnight;
- (6) "Sex," an individual's biological sex, either male or female; and
- (7) "Unisex or family room," a changing room or restroom that:
 - (a) Is intended for use by a single occupant, a single occupant and the occupant's caregiver, or members of the same family;
 - (b) Is enclosed by means of floor-to-ceiling walls; and
 - (c) Is accessible by means of a full door, with a secure lock that prevents entry by another individual while the room is in use.

Section 7. That a NEW SECTION be added to chapter 20-13:

Except as otherwise provided in sections 2 and 3 of this Act, the state or a political subdivision of this state must designate, as being for the exclusive use of

females or males, any multi-occupancy changing room, restroom, or sleeping quarters in:

- (1) A building or facility owned by the state or by a political subdivision of this state;
or
- (2) A space leased to or occupied by the state or by a political subdivision of this state.

Section 8. That a NEW SECTION be added to chapter 20-13:

Except as otherwise provided in section 10 of this Act, a male may not enter a changing room or restroom designated exclusively for females.

Except as otherwise provided in section 10 of this Act, a female may not enter a changing room or restroom designated exclusively for males.

The state or a political subdivision of the state shall take reasonable steps to prohibit a member of the opposite sex from using restrooms, changing rooms, and sleeping quarters designated for the exclusive use of males or females, in:

- (1) A building or facility owned by the state or by a political subdivision of this state; or
- (2) A space leased to or occupied by the state or by a political subdivision of this state.

Section 9. That a NEW SECTION be added to chapter 20-13:

An individual who encounters a member of the opposite sex in a restroom or changing room while making use of a restroom or changing room designated for use by the individual's sex, has a private cause of action for declaratory and injunctive relief against the state or political subdivision, if the state or political subdivision of this state:

- (1) Provided the member of the opposite sex permission to use the restroom or changing room of the individual's sex; or
- (2) Failed to take reasonable steps to prohibit the member of the opposite sex from using the restroom or changing room of the individual's sex.

An individual who is assigned by the state or a political subdivision to share sleeping quarters with an individual of the opposite sex has a private cause of action for declaratory and injunctive relief against the state or political subdivision.

Any civil action brought pursuant to this section must be initiated within two years of the violation. An individual who is aggrieved under this section and prevails in court may recover reasonable attorney fees and costs from the state or offending political subdivision.

Section 10. That a NEW SECTION be added to chapter 20-13:

The prohibitions set forth in section 8 of this Act do not apply to:

- (1) An individual who accompanies a child under the age of ten, if the individual is the child's parent or lawful chaperone;
- (2) An individual who accompanies another individual requiring assistance because of age or a disability;
- (3) A law enforcement officer, fire official, or other state or county employee acting in an official capacity;
- (4) An individual providing emergency medical assistance;
- (5) An individual providing custodial, maintenance, or inspection services, provided the changing room or restroom is unoccupied; or
- (6) An individual providing services or rendering aid:
 - (a) During a natural disaster or declared emergency; or
 - (b) When necessary to maintain order and safety.

Section 11. That a NEW SECTION be added to chapter 20-13:

Neither the state nor a political subdivision of the state is liable to any person for complying with sections 6 to 10, inclusive, of this Act.

In any lawsuit or complaint filed against the state as a result of compliance with sections 6 to 10, inclusive, of this Act, the attorney general shall provide legal representation to the state without charge.

An Act to prohibit unauthorized access to certain multi-occupancy rooms.

I certify that the
attached Act originated in the:
House as Bill No. [1259](#)
Chief Clerk

Speaker of the
House
Attest:
Chief Clerk
President of the Senate
Attest:
Secretary of the Senate
House Bill No. [1259](#)
File No. _____
Chapter No. _____

Received at th
Executive Office
this _____ day of _____,
2025 at _____ M.

By
for the Governor
The attached Act
hereby
approved this _____ day of
_____, A.D., 2025
Governor

STATE OF SOUTH
DAKOTA,
ss.
Office of the Secretary of State
Filed _____, 2025
at _____ o'clock __M.
Secretary of State
By
Asst. Secretary of State



POLICY & PROCEDURE

Employee responsibility regarding changing rooms, restrooms, sleeping quarters, and unisex or family rooms in a building or facility owned by the City of Summerset (hereinafter “City”) or a space leased to or occupied by the City

I. Terms used in this policy mean:

1. "Changing room," a room or area in which an individual may be in a state of undress in the presence of others, including a multi-occupancy locker room or shower room;
2. "Female," an individual who naturally has, had, will have, or would have, but for a congenital anomaly or intentional or unintentional disruption, the reproductive system that produces, transports, and utilizes eggs for fertilization;
3. "Male," an individual who naturally has, had, will have, or would have, but for a congenital anomaly or intentional or unintentional disruption, the reproductive system that produces, transports, and utilizes sperm for fertilization;
4. "Restroom," a room that includes one or more toilets or urinals;
5. "Sleeping quarters," a room that contains a bed and in which more than one individual is housed overnight;
6. "Sex," an individual's biological sex, either male or female; and
7. "Unisex or family room," a changing room or restroom that:
 - (a) Is intended for use by a single occupant, a single occupant and the occupant's caregiver, or members of the same family;
 - (b) Is enclosed by means of floor-to-ceiling walls; and
 - (c) Is accessible by means of a full door, with a secure lock that prevents entry by another individual while the room is in use.

II. Exclusive Use

1. Except at otherwise provided herein, City is required by State Law to designate, as being the exclusive use of females or males, any multi-occupancy changing room, restroom, or sleeping quarters in a building or facility owned by the City or a space leased to or occupied by the City.
2. Except as otherwise provided herein, a male may not enter a changing room or restroom designated exclusively for females.
3. Except as otherwise provided herein, a female may not enter a changing room or restroom designated exclusively for males.
4. Except at otherwise provided herein, City is required by State Law to take reasonable steps to prohibit a female from using restrooms, changing rooms, and sleeping quarters designated for the exclusive use of males in a building or facility owned by the City or a space leased to or occupied by the City.
5. Except at otherwise provided herein, City is required by State Law to take reasonable steps to prohibit a male from using restrooms, changing rooms, and sleeping quarters designated for the exclusive use of females in a building or facility owned by the City or a space leased to or occupied by the City.

III. Responsibility of Employee:

1. An employee of the City may not provide a male with permission to use the restroom or changing room designated exclusively for females.
2. An employee of the City may not provide a female with permission to use the restroom or changing room designated exclusively for males.
3. Except at otherwise provided herein, an employee of the City may not assign a male to share sleeping quarters with a female.
4. Except at otherwise provided herein, an employee of the City may not assign a female to share sleeping quarters with a male.

IV. The prohibitions set forth in this policy do not apply to:

1. An individual who accompanies a child under the age of ten, if the individual is the child's parent or lawful chaperone;
2. An individual who accompanies another individual requiring assistance because of age or a disability;

3. A law enforcement officer, fire official, or other state or county employee acting in an official capacity;
4. An individual providing emergency medical assistance;
5. An individual providing custodial, maintenance, or inspection services, provided the changing room or restroom is unoccupied; or
6. An individual providing services or rendering aid: (a) During a natural disaster or declared emergency; or (b) When necessary to maintain order and safety.

Dated this _____ day of _____, 2025.

ATTEST:

Brielle Schrock, Finance Officer

Michael Kitzmiller, Mayor



2025 South Dakota Legislature

House Bill 1130

ENROLLED

AN ACT

ENTITLED An Act to provide permissible dates for municipal and school district elections.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF SOUTH DAKOTA:

Section 1. That § 9-13-1 be AMENDED:

9-13-1. In each municipality an election of officers must be held each year on the first Tuesday after the first Monday in June or the first Tuesday after the first Monday in November, at a place in each ward of the municipality designated by the governing body of the municipality. The governing body shall establish the date of the annual election by January fourteenth of the election year. The polls at the election must be kept open continuously from seven a.m. until seven p.m.

Section 2. That § 9-13-1.1 be AMENDED:

9-13-1.1. Any other provision of this chapter notwithstanding, the governing body of a municipality may, in odd-numbered years, choose to hold a general municipal election in conjunction with a regular school district election. The combined election must be approved by the board of the school district and must be held on the first Tuesday after the first Monday in June or the first Tuesday after the first Monday in November.

Expenses and governmental responsibilities of a combined election must be shared in a manner agreed upon by the governing body of the municipality and the board of the school district.

Section 3. That § 9-13-5 be AMENDED:

9-13-5. No election may be held in any municipality, or ward thereof, if:

- (1) The number of nominating petitions filed for each vacant position to be filled does not exceed the number of vacancies; and
- (2) No other question is to be submitted to the voters.

The auditor or clerk shall issue certificates of election to the unopposed nominees, if any, in the same manner as to successful candidates after election.

Section 4. That § 9-13-6 be AMENDED:

9-13-6. The finance officer of the municipality shall have a notice published in the official newspaper of the municipality setting forth the vacancies that will occur by termination of the terms of office of elective officers. The notice must also state the time and place where nominating petitions may be filed for the offices. The notice must be published once each week for two consecutive weeks between the fifteenth day and the thirtieth day of the month six months before the election.

Section 5. That § 9-13-6.1 be AMENDED:

9-13-6.1. If more than one commissioner or alderman is to be elected for a like term, the governing body **may**, at least six months before the election, approve an ordinance requiring that candidates run for a specific position representing one of the incumbent seats.

Section 6. That § 9-13-7 be AMENDED:

9-13-7. No candidate for elective municipal office may be nominated unless the candidate files a nominating petition with the finance officer no later than five p.m. on the **Tuesday seventy days before the date of the election**. A petition is considered filed if it is mailed by registered mail by five p.m. on the last day to file a petition. The petition must be on the form prescribed by the State Board of Elections and must contain:

- (1) The name of the candidate;
- (2) The candidate's residential address;
- (3) The candidate's mailing address, if applicable; and
- (4) The office the candidate seeks.

If an individual who signs a petition lives within a second-class or third-class municipality, the individual may give the individual's post office box number in lieu of a street address.

The finance officer may only accept a nominating petition that is on the prescribed form and was circulated and submitted pursuant to the provisions of

this chapter and chapter 12-6. The municipal finance officer or clerk shall verify by signature that the nominating petition contains the minimum number of signatures of registered voters within the municipality or ward, and that the candidate is a registered voter within the municipality or ward. Upon verification, the filing of a nominating petition constitutes nomination.

Section 7. That § 9-13-9 be AMENDED:

9-13-9. If a candidate is to be elected at large in a first-class or second-class municipality, a nominating petition must be signed by five percent of the registered voters of the municipality based on the number of registered voters recorded by the county auditor on the second Tuesday of the month five months before the election, or fifty voters, whichever is less.

If the candidate is to be elected for a ward of a first-class or second-class municipality that has more than one ward, a nominating petition must be signed by five percent of the registered voters of the ward based on the number of registered voters recorded by the county auditor on the second Tuesday of the month five months before the election, or fifty voters, whichever is less.

If a candidate is to be elected at large in a third-class municipality, the nominating petition must be signed by not less than three registered voters of the municipality. If the candidate is to be elected for a ward of a third-class municipality having more than one ward, the nominating petition must be signed by not less than three registered voters of the ward. A registered voter in a municipality of the third class may sign more than one petition.

A nominating petition may not be circulated more than four months before the election.

Section 8. That § 9-13-14.1 be AMENDED:

9-13-14.1. Except as otherwise provided in this section, if a vacancy exists on a municipal governing body, the remaining members must appoint a replacement to serve until the next annual municipal election. The governing body may call a special election to fill the vacancy for the remainder of the unexpired term, as provided in § 9-13-14.2. In the aldermanic form of municipal government, the replacement must be an individual from the same ward of the municipality.

Section 9. That § 9-13-25 be AMENDED:

9-13-25. Except as otherwise provided in this section, the person having the highest number of votes for any municipal office is elected.

The governing body of any municipality may, by ordinance enacted at least six months before the election, require a runoff election to be conducted pursuant to §§ 9-13-26.1 and 9-13-27.1.

Section 10. That § 9-13-31 be AMENDED:

9-13-31. The governing body shall, within ten days of presentation, order and fix the date for holding a special election on a Tuesday between thirty and fifty days from the date of the order. If a petition is filed within six months of the annual municipal election and within sufficient time to comply with the provisions of § 9-13-14, the question of a successor must be submitted at that annual election.

The governing body shall publish a notice of election in the same manner as provided in § 9-13-13.

Section 11. That § 9-13-37 be AMENDED:

9-13-37. Any other provision of this chapter notwithstanding, the governing body of a municipality shall, in even-numbered years, hold the general municipal election in conjunction with the regular June primary election or the regular November general election. The expenses and governmental responsibilities of a combined election must be shared in a manner agreed upon by the governing body of the municipality and the board of county commissioners involved.

A nominating petition may not be circulated for signatures more than four months before the election. A nominating petition must be filed under the provisions of § 9-13-7 at least seventy days before the election. The finance officer shall certify to the appropriate county auditor the candidate names and ballot language to be voted on by the Thursday **sixty-eight days** before the election.

Section 12. That a NEW SECTION be added to chapter 9-13:

If a municipality schedules an annual election on the first Tuesday after the first Monday in November, each office holder whose term was to expire earlier in that year shall have the term extended until the office holder or another candidate for the office is duly elected and qualified.

If a municipality schedules an annual election on the first Tuesday after the first Monday in June to elect an office that was previously elected in November, the office holder who was elected in November must be entitled to complete the term of office to which the office holder was elected.

Schools - Chap 13

Section 13. That § 13-7-5 be AMENDED:

13-7-5. Between the fifteenth day and the thirtieth day of the month six months before the election, except in the case of the joint election as provided in § 13-7-10.1, the business manager of each school district shall publish once each week for two consecutive weeks in the official newspaper, a notice setting forth the vacancies that will occur by termination of the terms of the elective or appointive school board members.

If the vacancies set forth in the notice exist within a new school board of a newly created school district pursuant to § 13-6-62, the county auditor of the county having jurisdiction over the election must publish the notice once each week for two consecutive weeks at least one month preceding the election. The notice must also state the time and place where nominating petitions for school board membership may be filed.

Section 14. That § 13-7-6 be AMENDED:

13-7-6. No candidate for elective school board membership may be nominated unless the candidate is a resident voter of the school district and unless the candidate files a nominating petition with the business manager of the school district. The candidate must file the nominating petition no later than five p.m. on the Tuesday seventy days before the date of the election. The petition is considered timely filed if the petition is mailed by registered mail by five p.m. on the Tuesday seventy days before the date of the election.

The candidate shall sign a formal declaration of candidacy before the circulation of the petition. The petition must be signed by at least twenty voters of the school district or if the school district is divided into school board representation areas, the petition must be signed by at least twenty voters who reside within the school board representation area. A nominating petition may not be circulated more than four months before the election.

An individual who signs a petition or the petition circulator shall write the individual's place of residence and date of signing. The petition circulator must verify the petition under oath.

The business manager shall verify by signature that the candidate is a resident voter of the school district and that the nominating petition contains the minimum number of signatures. Upon verification by the business manager, the filing of the nominating petition constitutes nomination and entitles the candidate to have the candidate's name placed on the ballot for the term the candidate specifies on the petition.

Section 15. That § 13-7-9 be AMENDED:

13-7-9. No election may be held in a school district if:

- (1) The number of nominating petitions filed for each vacant position to be filled does not exceed the number of vacancies; and
- (2) No other questions are to be submitted to the voters.

The business manager shall issue certificates of election to the unopposed nominees in the same manner as to successful candidates after election.

Section 16. That § 13-7-10 be AMENDED:

13-7-10. Unless otherwise exempted by law, each school district must hold an annual election on the first Tuesday after the first Monday in June or the first Tuesday after the first Monday in November, between the hours of seven a.m. and seven p.m. The school board shall select the date of the election by resolution no later than the first regular meeting after January first of each year. Voter registration, absentee voting, and procedures used in counting ballots must be in accordance with title 12, except as otherwise provided in this chapter.

Section 17. That § 13-7-10.1 be AMENDED:

13-7-10.1. The board of a school district may, in odd-numbered years, choose to hold a school district election in conjunction with a regular municipal election. The combined election must be approved by the governing body of the municipality. The combined election must be held on the first Tuesday after the first Monday in June or the first Tuesday after the first Monday in November. The expenses and governmental responsibilities of a combined election must be shared in a manner agreed upon by the governing body of the municipality and the board of the school district.

Section 18. That § 13-7-10.3 be AMENDED:

13-7-10.3. Any other provision of this chapter notwithstanding, the board of a school district shall, in even-numbered years, hold the school board election in conjunction with the regular June primary election or the regular November general election. Expenses of a combined election must be shared in a manner agreed upon by the school board and the boards of county commissioners involved. All other governmental responsibilities associated with holding elections under the provisions of title 12 and this chapter must be shared as agreed upon by the board of the school district and the boards of county commissioners involved. The school election official shall certify to the

appropriate county auditors the candidate names and ballot language to be voted on by the Thursday sixty-eight days before the election.

Section 19. That a NEW SECTION be added to chapter 13-7:

If the board of a school district schedules an annual election on the first Tuesday after the first Monday in November, each office holder whose term was to expire earlier in that year shall have the term extended until the office holder or another candidate for the office is duly elected and qualified.

If the board of a school district schedules an annual election on the first Tuesday after the first Monday in June to elect an office that was previously elected in November, the office holder who was elected in November must be entitled to complete the term of office to which the office holder was elected.

Section 20. That § 13-8-14 be AMENDED:

13-8-14. Any individual newly elected to the board of a school district shall qualify and assume membership at the first meeting of the school board following the canvas of the votes. An individual appointed to the board of a school district shall qualify and assume membership at the next meeting following the individual's appointment.

Any individual elected or appointed to the board of a school district must take and subscribe to an oath or affirmation to support the laws and Constitution of the United States and this state and to faithfully perform the duties of school board membership. An individual elected or appointed to the board of a school district must file a bond if required by law and must have the bond approved.

Section 21. That § 9-13-1.2 be REPEALED.

Section 22. That § 9-13-40 be REPEALED.

Section 23. That § 13-7-10.2 be REPEALED.

Section 24. That § 13-7-10.4 be REPEALED.

Section 25. This Act is effective beginning January 1, 2026.

An Act to provide permissible dates for municipal and school district elections.

I certify that the _____ Received at th
attached Act originated in the:
Executive Office
House as Bill No. [1130](#) this _____ day of _____,
Chief Clerk _____ 2025 at _____ M.

_____ Speaker of the By

House

Attest:

Chief Clerk

President of the Senate

Attest:

Secretary of the Senate

House Bill No. [1130](#)

File No. _____

Chapter No. _____

for the Governor

_____ The attached Act

hereby

approved this _____ day of

_____, A.D., 2025

Governor

_____ **STATE OF SOUT**

DAKOTA,

ss.

Office of the Secretary of State

Filed _____, 2025

at _____ o'clock __ M.

Secretary of State

By

Asst. Secretary of State

**2026 COMBINED PRIMARY ELECTION AGREEMENT
CITY OF SUMMERSET and MEADE COUNTY**

This agreement is entered into between CITY OF SUMMERSET (City), and MEADE COUNTY (County), both governmental subdivisions of the State of South Dakota. This agreement is for the purpose of conducting city elections as may be necessary, and outlines the duties and responsibilities of each party, as provided under SDCL § 12-2-6 and 9-13-37. This agreement is subject to the approval by motion of the Meade County Board of Commissioners.

The acting City Commission approved this agreement for purposes of delineating the responsibilities of each party during the City election process. Both parties agree to hold an election with the Meade County Auditor's Office (Auditor), a department of Meade County, conducting said election in those precincts within the City located in Meade County. The City authorizes the staff of the Meade County Auditor's Office to handle and tabulate the City ballots and to forward the returns to the City Finance Officer.

EFFECTIVE DATE: This agreement shall become effective on the date that both parties have signed the agreement.

PURPOSE: It is the purpose of this agreement for parties to conduct the City election to be held on **Tuesday, June 2, 2026**. The City shall provide to the Auditor no later than **March 26th, 2026**, a Certificate of Ballot certifying offices, terms, spelling of candidate names and candidate order as they should appear on the ballot, and including any ballot question language. The Auditor shall layout the ballot with the information provided by the City.

Commented [LS1]: 9-13-37 ballot language to Auditor 68 days

PUBLICATIONS: The City shall initiate and publish twice its own notice of vacancy and time and place for filing petitions pursuant to SDCL § 9-13-6 and ARSD 5:02:04:06 (between the fifteenth day and thirtieth day of the month six months before the election). The Auditor shall initiate and publish the following required notices: (1) Notice of Voter Registration Deadline (publish twice - the last publication to be not less than ten nor more than fifteen days before the deadline for registration SDCL 12-4-5.2) consistent with ARSD 5:02:04:04; (2) Notice of Election (publish twice – the first publication may not be less than ten days prior to the election) pursuant to SDCL § 9-13-13 and ARSD 5:02:04:08 and Facsimile Ballot (published in the calendar week before the election) pursuant to SDCL § 9-13-13. All publications will be published in the official newspaper of the City of Summerset, which is the Rapid City Journal.

Commented [LS2]: 9-13-6 states the time frame

PETITIONS: Earliest date for candidates to sign declaration of candidacy, begin petition circulation and earliest date to file a nominating petition is no more than four months before the election (February 2, 2026). SDCL §9-13-37. The deadline for filing nominating petitions filed with the finance officer is at least seventy days before the election (March 24, 2026). SDCL § 9-13-37.

COSTS: The City agrees to reimburse the County its share of costs of precinct boards, absentee costs, ballot stock, layout, programming, test deck, printing and shipping, supplies, copies, postage, polling place rent, publications, costs of ADA accessible ballot marking device, election school and any additional poll worker training, temporary and/or full-time staff. Payment will be made within 60 days of the date invoiced.

COSTS: The City agrees to reimburse the County a flat fee of \$_____ for said Primary to be held on June 2, 2026. Payment will be made within 60 days of the date invoiced.

COSTS: The City, in exchange for becoming a satellite office in order to do in-person absentee voting for only its Summerset citizens for the primary and/or general election and agrees to pay only publishing costs to the

County. City will be responsible to purchase the “Application for In-Office Absentee Ballot Envelopes” for in-person voting. **This would require key fob access for absentee voting ONLY.

ABSENTEE BALLOTS: Absentee Ballots shall be available in person and by mail at the Office of the County Auditor no later than 46 days prior to the Combined Primary Election (April 17) for all eligible voters. SDCL § 12-19-1.2.

ABSENTEE BALLOTS: Absentee Ballots shall be available in person at the Office of the City Finance Officer and in person and by mail at the Office of the County Auditor no later than 46 days prior to the Combined Primary Election (April 17) for all eligible voters. SDCL § 12-19-1.2.

RECOUNT: All costs for a recount election will be borne fully by the entity requiring a recount and will include staff wages and a 25% administrative fee. SDCL § 9-13-27.3.

RECORDS RETENTION AND DESTRUCTION: County shall maintain its election records for city elections for 60 days.

CANVASSING OF THE VOTE: The County will provide Pollbooks and Recap sheets after the County canvass is complete. The County shall provide copies of unofficial returns. A representative of the City must be present on election night to determine reports necessary for canvass. Any provisional ballots received will be evaluated and counted on the day after the election. If necessary, the Auditor will update the unofficial returns to include provisional ballot results and provide updated unofficial returns to the City. The City shall perform its own canvass.

Dated this ____ day of _____, 20__.

(SEAL)

MEADE COUNTY COMMISSION
1300 SHERMAN STREET
STURGIS SD 57785

Dated this ____ day of _____, 20__.

(SEAL)

MIKE KITZMILLER, MAYOR
CITY OF SUMMERSET



Sales Quotation For:
 City of Summerset
 7055 LEISURE LANE
 SUMMERSSET SD 57718

Shipping Address
 City of Summerset
 PO Box 783
 Summerset SD 57718-0783

Quoted By Tanner Cate
Quote Expiration 12/16/25
Quote Name

Tyler Annual Software – SaaS

Description	List Price	Discount	Annual
MyGov			
Permits & Inspections	\$ 4,344	\$ 608	\$ 3,736
Business Licenses	\$ 4,344	\$ 608	\$ 3,736
TOTAL:	\$ 8,688	\$ 1,216	\$ 7,472



Services

Description	Hours/Units	Extended Price
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MYGov		
Business Licenses	1	\$ 1,321
Permits & Inspections	1	\$ 1,321
Project Management	1	\$ 1,500
Other Services		
Project Management	1	\$ 250

TOTAL: \$ 4,392

Summary	One Time Fees	Recurring Fees
Total Saas		\$ 7,472
Total Tyler Services	\$ 4,392	
Summary Total	\$ 4,392	\$ 7,472



Comments

Work will be delivered remotely unless otherwise noted in this agreement.

Expenses associated with onsite services are invoiced as incurred according to Tyler's standard business travel policy.

SaaS is considered a term of one year unless otherwise indicated.

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.
- Fees for hardware are invoiced upon delivery.
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.
- Annual Maintenance and Support fees are first payable when Tyler makes the software accessible to the Client, and SaaS fees, Hosting fees, and Subscription fees are first payable on the first day of the month following the date this quotation was signed (or if later, the commencement of the agreement's initial term). Any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the agreement.

Fees for services included in this sales quotation shall be invoiced as indicated below.

- Implementation and other professional services fees shall be invoiced as delivered.
- Client has six months to use the services. If Client does not use the services within six months, Tyler may remove the unused services or issue a new quote to provide services at then-current rates.
- Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
- Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.

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- Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
- Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler's SaaS Services terms found here: <https://www.tylertech.com/terms/tylerc-saas-services>.

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

