**HERMOSA TOWN BOARD**
**SEPTEMBER 8 , 2026**
**REGULAR MEETING @ 6:00PM**

1) **ROLL CALL:**
   A. BOT Roll Call: Ferguson, Kramer, Matheny, Miller, Serviss
   B. Acknowledgment of other Attendees
   C. Pledge of Allegiance to be led by the Board President

2) **COMMENTS FROM THE PUBLIC**: No action can be taken by the board on any issue related without being first placed on a future agenda, to allow for proper notice. However, **citizens may request items for discussion**.
   1. Reserved time for public comment under this section is **15 minutes.**
   2. Each member of the public is allotted **90 seconds** for comment during this section.
   3. Anyone addressing the Board during this time shall take the podium after being recognized.
   4. A sign up sheet shall be available at the door to allow for priority in speaking.
   5. After these time limits are reached, all further commentary shall be made only with the Chair's approval.

3) **CALL FOR CHANGES**:
   A. Review of current agenda items
   B. Motion to accept the agenda as presented/amended

4) **CONSENT CALENDAR**:
   A. Approval of August 17, 2026, special meeting minutes
   B. Approval of August 18, 2026, regular meeting minutes

5) **CONFLICT OF INTEREST DECLARATION:**
   (Roll call voting for any agenda item where a conflict of interested is formally identified)

6) **LEGAL:**
   A. Town Attorney Report -complaint filed DHS OIG

7) **TOWN UPDATES:**
   A. Informational Presentation for Text My Gov

8) **CITIZEN/STAKEHOLDER ITEMS:**
   A. This section shall be reserved for all matters brought forth by citizens of the Town

9) **PLANNING AND ZONING:**
   A. Adjourn as the Board of Trustees and reconvene as the Planning Commission
   B. Approve Final Plat of Sclaus Tract and Fairfield Tract, Located in the NE4NE4 of Section 32, T2S, R8E, BHM, Custer County, South Dakota (extraterritorial area)
   C. Approve Residential Building Permit #2026-29 – 195 5th St – Parcel #09301 – Neil and Frances Yager
   D. Informational Permits #2026-31 & #2026-32– move/tear down sheds – Danny & Debora Holsworth
   E. Informational Permit #2026-33– put 10' x 12' shed in back yard – Mindy Holsworth
   D. Adjourn as Planning Commission and reconvene as the Board of Trustees

10) **OLD BUSINESS:**
   A. First reading of chapter 51 Sewer Ordinances
   B. New Tank - Approve waiver of remaining contractor responsibilities
   C. Affirm Town Board Position – 315 Manning Street Private Sewer Repair
   D. Approve mowing of town property – Buzz's Lawn Care

11) **NEW BUSINESS:**

A. Tower Hill Road drainage upgrade plan discussion
B. Discussion on Pursuing contracted animal control services
C. Approve Floodplain Administrator and Liason Appointment
D. Approve RFQ – Infrastructure Remediation Strategic Approach
E. Approve purchase of new source meter – South Pump House
F. Approve a $2,500 budget for gravel maintenance
G. 1st Reading – Ordinance 2.079 Appropriating Funds for the Fiscal Year 2027
H. Approve building inspection/code enforcement agreement
I. Approve welded tank maintenance agreement – USG Solutions

12) **CLAIMS:**

A. Review of payroll and claims. Motion to approve as presented/amended

13) **WATER DEPARTMENT REPORT:**

A. This section shall include written reports of outstanding matters affecting the water facilities

14) **SEWER DEPARTMENT REPORT:**

A. This section shall include written reports of outstanding matters affecting the sewer facilities

15) **STREET DEPARTMENT REPORT:**

A. Discuss Main Street repair plan
B. Discuss School zone road repair – grant opportunity

16) **LAW ENFORCEMENT:**

A. This section shall include written reports of matters affecting law enforcement and public safety

17) **ABATEMENTS/COMPLAINTS:**

A. This section shall include written reports of abatement issued and complaints received

18) **ECONOMIC DEVELOPMENT:**

A. This section shall include written reports of economic development efforts

19) **FINANCE OFFICE:**

A. Finance Officer Report

20) **CLOSING COMMENTS FROM THE PUBLIC:**

1. Reserved time for public comment under this section is **15 minutes.**
3. Anyone addressing the Board during this time shall take the podium after being recognized.
4. Each person will be allotted **3 minutes** to speak.
5. All comments shall be directed toward the chair.
5. After these time limits are reached, all further commentary shall be made only with the Chair's approval.

21) **TRUSTEE INPUT:**

22) **EXECUTIVE SESSION:**

A. Motion to enter Executive Session allowable by SDCL 1-25-2 – Legal/Personnel/Contract/Security
B. Motion to exit out of Executive Session
C. Motions resulting from Executive Session

23) **ADJOURN: Motion** by _____; Second by _____ to adjourn the meeting at _____PM.

**HERMOSA TOWN BOARD**
**MONDAY, AUGUST 17, 2026**
**SPECIAL MEETING @ 6:00pm**
**Draft Minutes**

4A

ROLL CALL: Serviss called the meeting to order on Thursday, August 13, 2026, at 6:00 p.m. with the following members present: Ferguson, Miller, and Serviss. Kramer and Matheny were absent. Interested citizens were also in attendance. Pledge of Allegiance led by Serviss.

COMMENTS FROM THE PUBLIC: Ryan Simpson asked about who would be doing locates as he had called one in and it hasn't been completed yet.

CALL FOR CHANGES: Motion by Miller and seconded by Ferguson to approve the agenda as presented; vote: all aye, motion carried.

CONFLICT OF INTEREST DECLARATION: All board members are responsible for refraining from discussion and voting on issues where they may have a conflict of interest. There will be roll call voting for any agenda items that may have a conflict of interest.

OLD BUSINESS: Motion by Miller and seconded by Ferguson to authorize town attorney to draft an agreement including the following terms final and complete, a return of $219,624.38, to Preston Family Inc., which includes interest procured by town in relation to this partnership; vote: all aye, motion carried. Motion by Ferguson and seconded by Miller to approve the job posting for Public Works Associate, upon review by all board members and with final approval by the town attorney; vote: all aye, motion carried.

NEW BUSINESS: No items presented.

CLOSING COMMENTS FROM THE PUBLIC: Deb Holsworth asked if consideration could be given to add a digging permit to the regular agenda meeting on August 18, 2026. Margie Jurrens asked if there was a local service in town that could be used for locates. Connie Leimer stated it was a good meeting.

TRUSTEE INPUT: Ferguson stated it was a good meeting. Miller reiterated it was a good meeting. Serviss noted the board had themselves on stable footing and are able to accomplish things.

EXECUTIVE SESSION: No Executive Session was held.

ADJOURN: Motion made by Ferguson and seconded by Miller to adjourn meeting at 7:44 p.m., vote: all aye, motion carried.

_____
Terri Cornelison
Finance Officer

_____
Aaron Serviss
Town Board President

Published once at the approximate cost of _____.

**HERMOSA TOWN BOARD**
**TUESDAY, AUGUST 18, 2026**
**REGULAR MEETING @ 6:00PM**
**Draft minutes**

4B

ROLL CALL: Serviss called the meeting to order on Tuesday, August 18, 2026, at 6:00 p.m. with the following members present: Ferguson, Matheny, Miller, and Serviss. Kramer was absent. Interested citizens, and Town Attorney James were also present. Pledge of Allegiance led by Serviss.

COMMENTS FROM THE PUBLIC: No comments made.

CALL FOR CHANGES: Motion by Ferguson and seconded by Miller to approve the agenda as presented; vote: all aye, motion carried.

CONSENT CALENDAR: Motion by Miller and seconded by Matheny to approve August 4, 2026, regular meeting minutes as presented; vote: all aye, motion carried. Motion by Ferguson and seconded by Miller to approve August 12, 2026, special meeting minutes as presented; vote: all aye, motion carried. Motion by Matheny and seconded by Ferguson to approve August 13, 2026, special meeting minutes as presented; vote: all aye, motion carried.

CONFLICT OF INTEREST DECLARATION: All board members are responsible for refraining from discussion and voting on issues where they may have a conflict of interest. Roll call voting for any agenda item where a conflict of interest is formally identified.

LEGAL: Attorney James reviewed Ordinance 51 – Sewer Regulations that was approved August 4, 2026, contingent upon his review. Attorney James has recommended changes, and the Ordinance will be revised, and first reading will be on a future agenda. Attorney James has drafted a letter to Heartland Electric as directed by the board on August 4, 2026, regular BOT meeting. Attorney James stated he had been contacted by a Title Company regarding a utility easement that has not been filed for the town. James will research further. Attorney James gave an update on his review of billing issues with the FEMA BRIC Grant. Attorney James also reported that notice has been given to ATAC regarding termination of the contract with the town. Motion by Ferguson and seconded by Miller to direct town attorney to institute dispute with ATAC; vote: all aye, motion carried.

BREAK: The board took a break at 7:26 p.m. and reconvened at 7:38 p.m.

PLANNING & ZONING: Motion by Miller and seconded by Matheny to adjourn as Board of Trustees and reconvene as Planning & Zoning Board; vote: all aye, motion carried. Motion by Ferguson and seconded by Matheny to approve temporary sign permit for TW Bar; vote: all aye, motion carried. The board discussed preliminary Plat of Sclaus Tract and Fairfield Tract, Located in NE4NE4 of Section 32, T2S, R8E, BHM, Custer County, South Dakota. The board would like to see more information on where current septic system is located on the property. The board also reviewed a preliminary Plat of Allan Tracts 1, 2, & 3, Located in NE4 of Section 31, T2S, R8E, BHM, Custer County, South Dakota. More research will be done to determine if Floodplain Development Permit required for plating. Motion by Miller and seconded by Matheny to approve Digging Permit #2026-25, for parcel #015193 – T Roccaro. Motion amended by Serviss and seconded by Matheny to add the following contingent upon verification of inspection by Planning Commission or authorized agent. Vote on amendment: all aye, motion carried. Vote on original motion: all aye, motion carried. Motion by Serviss and seconded by Ferguson to approve Permit #2026-20 Water and Wastewater Connection – 510 Walter Street, contingent upon verification of licensed installer performing the work. Motion amended by Serviss and seconded by Miller to include verification of full compliance with Hermosa Ordinances and State Law. Vote on amendment: three aye and one abstain, motion carried. Vote on original: three aye and one abstain, motion carried. Motion by Matheny and seconded by Ferguson to adjourn as Planning & Zoning Board and reconvene as Board of Trustees at 8:38 p.m.; vote: all aye, motion carried.

OLD BUSINESS: Motion by Ferguson and seconded by Matheny to approve a budget not to exceed $3,500.00 for purchase of a new computer at workstation by BOT meeting area; vote: all aye, motion carried. Motion by Miller and seconded by Ferguson to approve Resolution 09-2026, Water Rate Structure; vote: all aye, motion carried.

RESOLUTION 09-2026 WATER RATE STRUCTURE

A RESOLUTION TO ESTABLISH WATER RATES AND CHARGES FOR THE MUNICIPALITY OF HERMOSA, CUSTER COUNTY, SOUTH DAKOTA.

BE IT RESOLVED by the Municipality of Hermosa, Custer County, South Dakota that, under the authority in the Town Code of Ordinances 50.11, the owners or occupants connected with the Hermosa Municipal Water System shall pay for water consumed as listed in the rate schedule below.

IT IS HEREBY ESTABLISHED, that there shall be five (5) classes of water users: In Town Residential, In Town Commercial, Out of Town Residential, Out of Town Commercial, and Historic/Religious.

The new category "Historic/Religious" means any building within the municipal limits of the Town of Hermosa that meets the following criteria:

1) Is owned or operated by a nonprofit organization whose primary purpose is historical preservation, heritage education, religious worship, or religious instruction

2) Is open to the public for historical, cultural, educational, or religious purposes on a periodic or regular basis; and

3) Has applied to the town clerk for recognition of such status

**HERMOSA WATER RATES**

| GALLONS | IN-TOWN RESIDENTIAL | IN-TOWN COMMERCIAL | OUT OF TOWN RESIDENTIAL | OUT OF TOWN COMMERCIAL | HISTORICAU RELIGIOUS | |
|---|---|---|---|---|---|---|
| SERVICE FEE | $ 24.00 | $ 42.00 | $ 44.40 | $ 60.00 | $ | 24.00 |
| 1-1000 | $ 30.50 | $ 51.75 | $ 57.40 | $ 76.25 | $ | 30.50 |
| 1001-2000 | $ 37.00 | $ 61.50 | $ 70.40 | $ 92.50 | $ | 37.00 |
| 2001-3000 | $ 43.50 | $ 71.25 | $ 83.40 | $ 108.75 | $ | 43.50 |
| 3001-4000 | $ 50.00 | $ 81.00 | $ 96.40 | $ 125.00 | $ | 50.00 |
| 4001-5000 | $ 56.50 | $ 90.75 | $ 109.40 | $ 141.25 | $ | 56.50 |
| 5001-6000 | $ 63.00 | $ 100.50 | $ 122.40 | $ 157.50 | $ | 63,00 |
| 6001-7000 | $ 69.50 | $ 110.25 | $ 135.40 | $ 173.75 | $ | 69.50 |
| 7001-8000 | $ 76.00 | $ 120.00 | $ 148.40 | $ 190.00 | $ | 76.00 |
| 8001-9000 | $ 82.50 | $ 129.75 | $ 161.40 | $ 206.25 | $ | 82.50 |
| 9001-10000 | $ 89.00 | $ 139.50 | $ 174.40 | $ 222.50 | $ | 89.00 |

Each 1000 gallons shall be calculated at the rate of$6.50 for in town residential and Historical/religious users, $9.75 for in town commercial users, $13.00 for out-of-town residential users, and $16.25 for out-of-town commercial users.

NEW BUSINESS: Tower Hill Road drainage upgrade plan discussion will be put on the next regular meeting agenda. Discussion held on pursuing contracted animal control services. Job posting for Public Works Associate was approved at August 17, 2026, special meeting. Serviss will make recommended updates and distribute to the board and attorney prior to posting. Motion by Ferguson and seconded by Miller to authorize the Finance Officer to identify, acquire and utilize inspection services and locate services as necessary; vote: all aye, motion carried.

CLAIMS: Motion by Ferguson and seconded by Matheny to approve payroll for August 14, 2026, and claims for August 18, 2026, as presented. Motion amended by Ferguson and seconded by Miller to exclude ATAC invoice of $15,570.00 pending further examination. Vote on amendment: all aye, motion carried. Vote on original: all aye, motion carried.

| VENDOR | REFERENCE | AMOUNT |
|---|---|---|
| A & B BUSINESS | MONTHLY PRINTER/FAX FEE | $ 592.05 |
| WAYNE & ASHLEY ALEXANDER | REFUND SEWER ISSUES - 430 MANNING ST | $ 563.07 |
| ATAC | DW PROJ/WATER & WW OPERATIONS/PLANNER/BLD OFFICIAL | $ 15,570.00 |
| BUZZ LAWN CARE | MOW AND TRIM TOWN PROPERTY | $ 3,900.00 |
| D & D PROPERTIES | REFUND SEWER ISSUES - 315 MANNING ST | $ 403.56 |
| GOLDEN WEST TECHNOLOGIES | MONTHLY SERVICE FEE | $ 635.45 |
| GREAT PLAINS STRUCTURES | WATER TANK FLOOR RESEAL | $ 40,750.00 |
| KELLER DRILLING | REPAIR OF WATER TANK 7/14/2026 | $ 2,652.50 |
| KIEFFER SANITATION | MONTHLY SANITATION FEE JULY 2026 | $ 4,741.81 |
| MIDCO DIVING & MARINE SERVICES | CLEAN AND INSPECT WATER TANK | $ 5,150.00 |
| MIDCONTINENT TEST/ALLIANCE TECH | SEWER AND WATER TESTING | $ 2,440.25 |
| MT RUSHMORE TELEPHONE | PHONE MAIN & 2ND LINE/INTERNET/FAX LINE | $ 261.68 |
| NORTHWEST PIPE FITTINGS INC. | WATER TOWER MISC PARTS | $ 698.38 |
| SD PUBLIC ASSURANE ALLIANCE | ANNUAL PROPERTY & LIABILITY INSURANCE PREMIUM | $ 19,536.02 |
| SOUTHERN HILLS PUBLISHING | PUBLISH BOT MEETING MINUTES/ADMIN JOB AD - JULY 2026 | $ 431.96 |
| SIEGEL BARNETT & SCHUTZ | ALTERNATE ATTORNEY 1.9 HRS @ $250/HR | $ 475.00 |
| TEXT MY GOV INC. | SOFTWARE MGMT & SUPPORT/SETUP | $ 2,250.00 |
| US BANK | QUARTERLY CWSRF PAYMENT | $ 7,750.55 |
| USG WATER SOLUTIONS | STEEL TANK WASHOUT/DISINFECT | $ 3,300.00 |
| **Accounts Payable Total** | | **$ 112,102.28** |
| Payroll Related: Paid 08/14/2026 | | |
| | Legislative, Financial Administration, Govt Blds | $ 2,206.34 |
| | Promoting City/BBB | $ 14.66 |
| HEALTHY EQUITY | HSA | $ 62.50 |
| EFTPS-ELECTRONIC FEDERAL TAX | FED/FICA TAX | $ 672.46 |
| **Payroll Total** | | **$ 2,955.96** |
| ***** REPORT TOTAL ***** | | **$ 115,058.24** |

WATER DEPARTMENT REPORT: Miller reported that Allan Sage will be in town tomorrow to view water system and will make recommendations to the board. Miller had contacted Tank Connections about what needs to be done to release the Quinn Construction contract on the north water tower.

SEWER DEPARTMENT REPORT: Kyle Doerr with the Water Quality Program at South Dakota Department of Agriculture and Natural Resources, contacted Serviss and will keep town informed if anything gets to the point where we need something done he will make sure and let us know so we do not fall too far behind. Discussion on getting the wastewater treatment plant shut down so we are only running on the lagoons.

STREET DEPARTMENT REPORT: No items presented.

LAW ENFORCEMENT: Ferguson reminded the board that school starts August 25th and flashing school lights will need to be turned back on. The Hermosa School will run a "Safety Shuttle" from the Dollar General on the west side of Highway 79 to and from school for any students who walk across Highway 79.

ABATEMENTS/COMPLAINTS: Campers parked in right of way are still an issue.

ECONOMIC DEVELOPMENT: Matheny reported the new business "The Sour" is doing well and owner stated he wants to give back to the town.

FINANCE OFFICE: Monthly financial report was provided. Motion by Ferguson and seconded by Matheny to approve closure of the town office Friday, September 4, 2026, for staff vacation; vote: all aye, motion carried.

CLOSING COMMENTS FROM THE PUBLIC: Dan Holsworth reminded the board that the sewer repair still needed to be done for 315 Manning Street.

TRUSTEE INPUT: Ferguson stated it was a good meeting and the board has gained some respect back from the community. Miller stated that if sewer issue at 315 Manning Street is determined to be in the town's area, the town will hire someone to fix. Matheny stated ideally it would be good if town could in a timely way get sewer issue fixed. Serviss stated it had been a long meeting.

EXECUTIVE SESSION: Motion by Miller and seconded by Matheny to enter Executive Session allowable by SDCL 1-23-2.3 Legal at 10:10 p.m.; vote: all aye, motion carried. Motion by Ferguson and seconded by Matheny to exit Executive Session at 10:25 p.m.; vote: all aye, motion carried. No motions made from Executive Session.

ADJOURN: Motion by Ferguson and seconded by Miller to adjourn at 10:25 p.m.; vote: all aye, motion carried.

_____ _____

Terri Cornelison
Finance Officer

Aaron Serviss
Town Board President

Published once at the approximate cost of _____.

6A

# DHS OIG Hotline Complaint Form

You have successfully submitted your complaint to the DHS OIG. For reference purposes, you have been assigned Reference Number:

HLCN1788205129411

Please retain this number for your records.

We will review your complaint and contact you if more information is needed. This receipt is not an indication your complaint will be investigated by the DHS OIG or any other applicable investigating body.

Thank you for contacting the DHS OIG with your concerns.

Click here to return to the DHS OIG home page: http://www.oig.dhs.gov/ (http://www.oig.dhs.gov/).

7A

91896

HERMOSASD

SCAN HERE

# Receive text message alerts from the Town of Hermosa!

## Text "HERMOSASD" to 91896

Visit: https://textmygov.com/opt-in-terms-conditions/ to view terms and privacy policy info. Msg & Data rates apply. Msg frequency varies. Text **STOP** at any time to opt-out.

Powered by TextMyGov®

# TextMyGov Announcement

The Town of Hermosa, SD is pleased to announce the launch of TextMyGov, a simple communication tool that allows residents to receive important updates and access information anywhere using texting technology. This new government SMS service makes it easier than ever for the community to stay informed through a reliable text message from government officials.

The town will officially launch this mass text notification system on **August 31, 2026.** Residents may receive an initial government text message from **91896** on behalf of the *'Town of Hermosa, SD'* to introduce the service. Participation is optional, and anyone may opt out at any time by texting STOP.

If you do not receive the initial message, you can sign up by texting the keyword "**HERMOSASD**" to **91896**. After sending the keyword, you will be asked to reply YES to confirm participation. Once subscribed, residents may receive government text messages related to **events, important updates, emergency information, weather text alerts and more.**

The town's adoption of TextMyGov reflects an ongoing commitment to improving public communication using modern and convenient tools. This service will provide a more accessible and responsive way to stay informed about what is going on in the community and receive government services. Many agencies nationwide are already using this texting technology successfully, and we are proud to offer the same benefits to our community.

Sincerely,

The Town of Hermosa

**View terms and privacy policy info at textmygov.com/opt-in-terms-conditions**
**Msg & Data rates apply. Please visit: https://textmygov.com/**

# Town of Hermosa

COPY

9B

PO Box 298 • 230 Main Street • Hermosa, SD 57744
Phone (605) 255-4291 • Fax (605) 255-4094, Email: town@hermosasd.com

**SUBDIVISION PLAT APPLICATION**

Sketch Plan ____ Preliminary Plan X Final Plat X

Date: 7/27/26 Permit # 2026-28

Is any property in the Flood Plain? NO Yes____ **IF YES-YOU WILL NEED A FLOODPLAIN DEVELOPMENT PERMIT**

Receipt #____ Cash____ Check #____ Amount ____ **($75.00)**

**Applicant:**
Name: Peggy Lesnick
Address: 160 Edinburgh Dr
City, State, Zip: Hermosa SD 57744
Phone & Email: 9169930123@
Sign & Date: Peggy Lesnick 7/27/26

**Other Owners:**
Name:
Address:
City, State, Zip:
Phone & Email:
Sign & Date:

**Agent:**
Name:
Address:
City, State, Zip:
Phone & Email:
Sign & Date:

Name:
Address:
City, State, Zip:
Phone & Email:
Sign & Date:

**Surveyor/Engineer:**
Name: Anderson Engineering
Address: 501 2nd Ave
City, State, Zip: Edgemont SD 57735
Phone & Email: 605-662-5500
Registration Number:
Sign & Date:

Name:
Address:
City, State, Zip:
Phone & Email:
Sign & Date:

**Current Legal Description:**
Subdivision/H.E.S./M.S. Title: Wanek Tr 2 of NE4NE4 (formerly Lot 1) Sec 32 T2S R5E
Secondary Title/Description:
Aliquot Location: Total Acres:
Township: Range: Section(s): Book: Page:

**Proposed Legal Description:**
Primary Title (Subdivision Name): S Claus Tract
Secondary Title: (Description): Fairfield Tract

Does this plat continue to divide an existing subdivision? Yes____ No X FIRM Panel____
Will this subdivision require construction of roads or installation of other improvements?____
What is the intended land use within the subdivision? Residential____ Commercial___ Industrial___ Mixed Use____ (Specify on attached plat copy)

**ALL APPLICATIONS MUST BE APPROVED BY THE HERMOSA PLANNING AND ZONING COMMISSION AND THE HERMOSA BOARD OF TRUSTEES PRIOR TO COMMENCEMENT.******* Engineering fees may apply*****

Original Parcel # 00447 Office Use

| PLANNING AND ZONING COMMISSION | HERMOSA BOARD OF TRUSTEES |
|---|---|
| ☐ Approved ☐ Denied | ☐ Approved ☐ Denied |
| Name: | Name: |
| Title: | Title: |
| Signature: | Signature: |
| Date: Application Fee: $75.00 | Date: |
| Register of Deeds Fee: $60.00 Date Paid: Balance Due: | Date Permit Issued: |

**TOWN OF HERMOSA, SOUTH DAKOTA**

**STAFF REPORT**

**AUGUST 4, 2026**

**TO**: Board of Trustees

**FR:** Neil Putnam, AICP, Town Planner, Anthony Theodorou, PE, Town Engineer

**RE:** Plat

**GENERAL INFORMATION**

Applicant: Peggy Lesnick

Address: 160 Fairgrounds Place

Legal Description: Sclaus Tract and Fairfield Tract, Located in the NE1/4NE1/4, T2S, R8E, BHM, Custer County, South Dakota.

Parcel Number: 04147

Zoning: Residential

Project: The owner wishes to subdivide the existing property into two smaller tracts. The property is currently listed for sale. Custer County will have the opportunity to comment. The owner is selling the north tract which includes the house and barn. The owner is retaining the south tract. The house is currently on town water and is on septic. The county requires inspection of tanks in the county. The property is currently outside the town limits. The owner currently has horses on the property, and she wishes to continue to have them on the property. She does not wish to annex the property, simply subdivide the property.

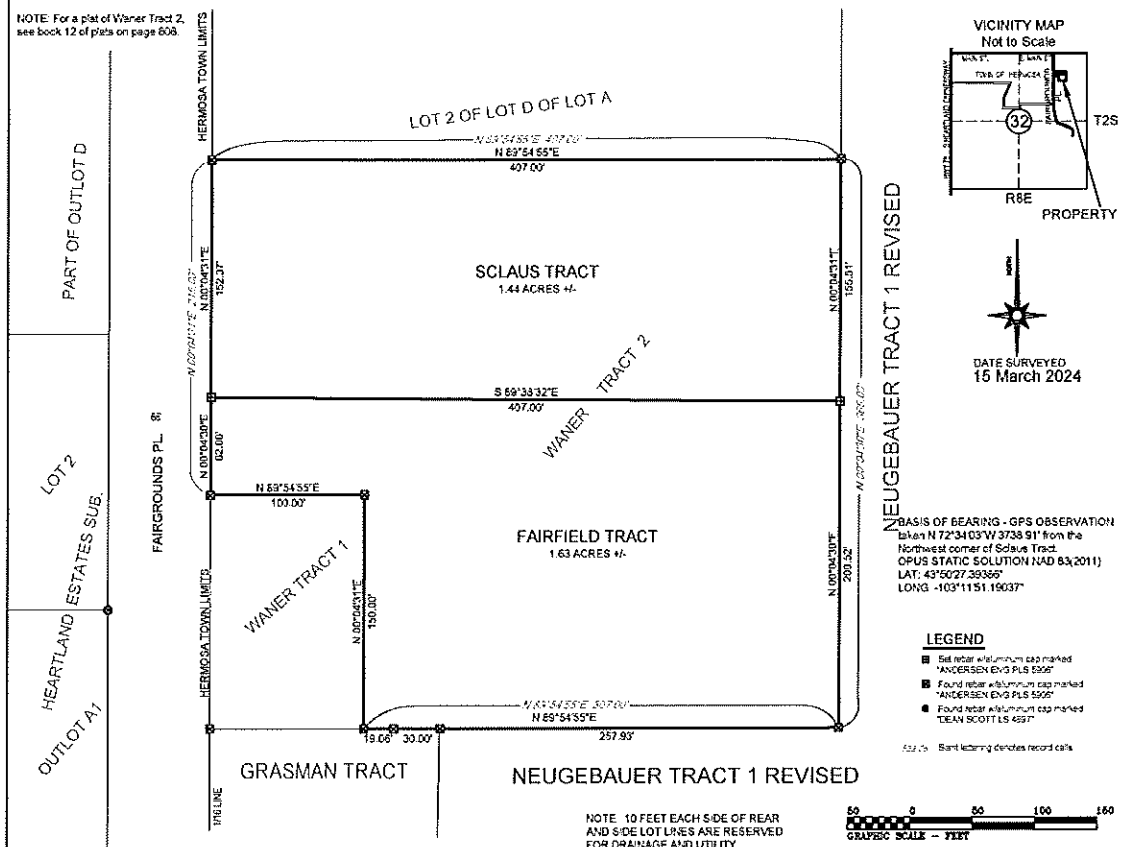
Recommendations: We recommend the plat be approved. If a building permit is requested for the unimproved parcel, it may be appropriate to require annexation. That is if the new owner wishes to install town water, sewer or septic. Water and sewer are available and within a reasonable proximity. The size of the lots meet the requirements for installation of a septic (over one acre).

A PLAT OF

# SCLAUS TRACT AND FAIRFIELD TRACT, LOCATED IN THE NE1/4 NE1/4 OF SECTION 32, T2S, R8E, BHM, CUSTER COUNTY, SOUTH DAKOTA

## FORMERLY WANER TRACT 2

NOTE: For a plat of Waner Tract 2, see book 12 of plats on page 808.




VICINITY MAP
Not to Scale




DATE SURVEYED
15 March 2024

BASIS OF BEARING - GPS OBSERVATION
taken N 72°34'03"W 3738.91' from the Northwest corner of Sclaus Tract.
OPUS STATIC SOLUTION (NAD 83(2011)
LAT: 43°50'27.39365"
LONG: -103°11'51.19037"

LEGEND

- Set rebar w/aluminum cap marked "ANDERSEN ENG PLS 5995"
- Found rebar w/aluminum cap marked "ANDERSEN ENG PLS 5995"
- Found rebar w/aluminum cap marked "DEAN SCOTT LS 4697"

(xx.x') Bold lettering denotes record calls

GRAPHIC SCALE – FEET
50 0 50 100 150

NOTE: 10 FEET EACH SIDE OF REAR AND SIDE LOT LINES ARE RESERVED FOR DRAINAGE AND UTILITY EASEMENTS. IF THE LINE ABUTS LANDS NOT SUBDIVIDED UNDER THE PROVISIONS OF CUSTER COUNTY SUBDIVISION ORDINANCE #2, THE ENTIRE 20' WIDE EASEMENT WILL BE TAKEN FROM THE LOT.

An area of special flood hazard exists within this subdivision according to Flood Hazard Insurance Rate Map Panel No. 46033C0183F, effective date: Jan. 6, 2012 and revised with LOMR, effective date: Nov. 13, 2014. The placement of fill, any new construction, substantial improvements, or another development within the 100-year flood plain as designated by the Town's Flood Insurance Rate Maps and Flood Boundary and Floodway Maps, shall be in conformity with Town of Hermosa's Flood Ordinance

CERTIFICATE OF SURVEYOR
I, Dustin M. Ross Registered Land Surveyor No. 13405 in the State of South Dakota, do hereby certify that being so authorized, I have prepared the within plat of land shown and described hereon from notes taken during an actual survey made by me or under my direct supervision, and that to the best of my knowledge and belief, the same is a true and correct representation of said survey.
IN WITNESS WHEREOF, I hereunto set my hand and official seal.
Dated this ___ day of _____, 2026.

_____
Dustin M. Ross SDRLS No. 13405

LANDOWNER CERTIFICATION
STATE OF _____, COUNTY OF _____
I, Peggy C. Lesnick do hereby certify that I am the owner of the within described lands and that the within plat was made at my direction for the purposes indicated therein, and that the development of this land shall conform to all existing zoning, subdivision, and erosion and sediment control regulations.
Dated this ___ day of _____, 2026

_____
Peggy C. Lesnick

ACKNOWLEDGMENT OF LANDOWNER CERTIFICATION
STATE OF _____, COUNTY OF _____
On this ___ day of _____, 2026, before me, a Notary Public, personally appeared Peggy C. Lesnick, known to me to be the person(s) described in the foregoing instrument, and acknowledged to me that they signed the same.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

_____
Notary Public

My commission expires _____

CERTIFICATE OF COUNTY DIRECTOR OF EQUALIZATION
I, Director of Equalization of Custer County, do hereby certify that my office has been furnished with a true copy of the within plat.
Dated this ___ day of _____, 2026.

_____
Director of Equalization of Custer County

CERTIFICATE OF COUNTY TREASURER
I, Custer County Treasurer, do hereby certify that all taxes and special assessments which are liens upon the within described lands are fully paid according to the records of this office.
Dated this ___ day of _____, 2026

_____
Custer County Treasurer

OFFICE OF THE REGISTER OF DEEDS
Filed for record this _____ day of _____, 2026, at _____ o'clock ___M. and recorded in Book _____ of Plats on page _____.

_____
Custer County Register of Deeds

WATER PROTECTION STATEMENT
Pursuant to SDCL 11-3-8.1 and 11-3-8.2, the developer of the property described within this plat shall be responsible for protecting any waters of the state, including groundwater, located adjacent to or within such platted area from pollution from sewage from such subdivision and shall in prosecution of such protections, conform to and follow all regulations of the South Dakota Department of Environment and Natural Resources relating to the same

CERTIFICATE OF HIGHWAY AUTHORITY
It appears that every lot has an acceptable approach location onto a public road and the location of the intersection(s) of the proposed subdivision road(s) with the existing public road(s) is hereby approved

_____ Date: _____
Highway Authority

RESOLUTION OF THE TOWN BOARD OF TRUSTEES
Whereas there has been presented to the Town Board of Trustees of Hermosa, South Dakota, the within plat of the above described lands, and it appearing to the Board that said plat conforms to the existing plats of said Town, that the streets set forth therein conforms to the system of streets of the municipality, that all provisions of the subdivision regulations have been complied with, that all taxes and special assessments upon the tract have been fully paid, and that said plat and the survey thereof have been executed according to law, now therefore,
BE IT RESOLVED, that said plat is hereby approved in all respects.
Dated at Hermosa, South Dakota this ___ day of _____, 2026.

_____
Town Board President

CERTIFICATE OF TOWN FINANCE OFFICER
I, Finance Officer of the Town of Hermosa, South Dakota, do hereby certify that the foregoing instrument is a true and correct copy of the resolution adopted by the Town Board of Hermosa, South Dakota at a meeting held on the _____ day of _____, 2026

_____
Town of Hermosa Finance Officer

Prepared by
ANDERSEN ENGINEERS
Land Surveyors Professional Engineering & Environmental Consultants

| | | | |
|---|---|---|---|
| Drawn by DR | Date 3/26/2024 | Revised 8/26/2026 | P.O. Box 445 Edgemont, SD 57735 (605)-662-5500 andersenengineers@gwtc.net |
| Approved by McB | Date 8/4/2024 | | |
| Scale 1"=50' | Sheet 1 of 1 | File Name: L1_S32_T2S_R8E_PLAT_2024 | |




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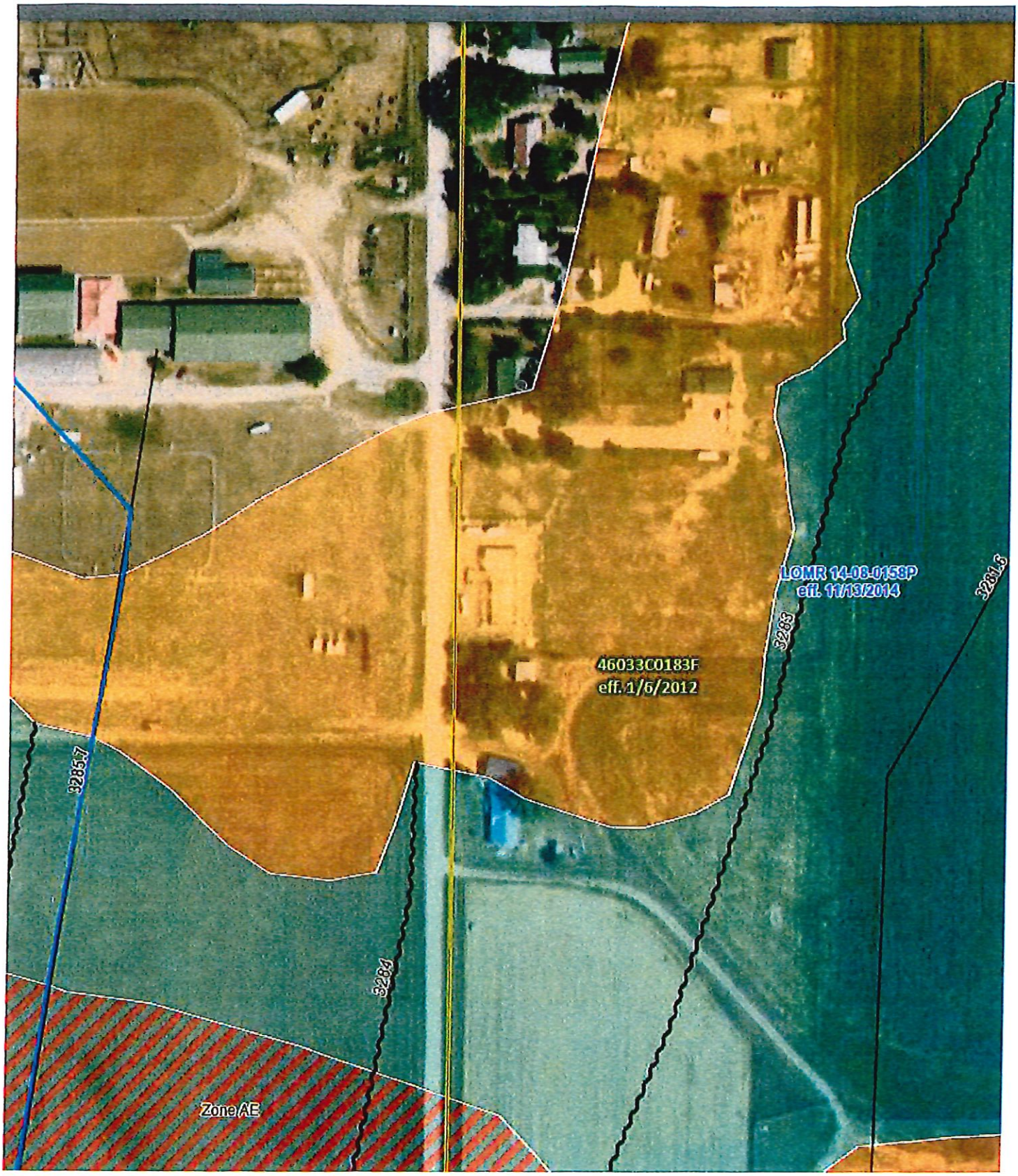

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# Parcel 004147 – Peggy Lesnick -160 Ferguson Place




Alternate ID n/a
Class Residential
Acreage 3.07

Owner Address LESNICK PEGGY C
160 FAIRGROUNDS PL
HERMOSA, SD 57744-2301

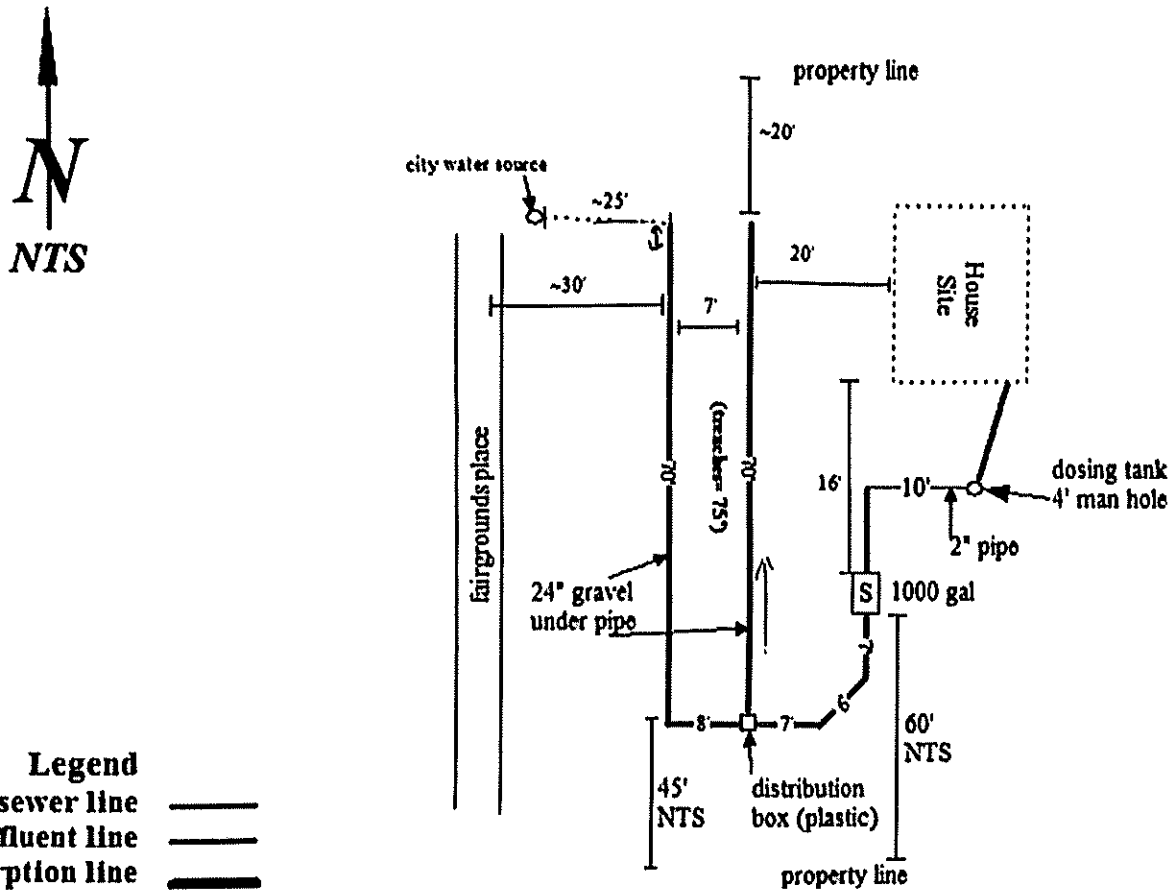

LOMR 14-08-0158P
eff. 11/13/2014
46033C0183F
eff. 1/6/2012
Zone AE
3285.7
3284
3283
3281.6

# Waner Wastewater System

Lot 1 of NE4NE4

Section 32 T2, R8 B.H.M.

06/13/08






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## *Setback Requirements*

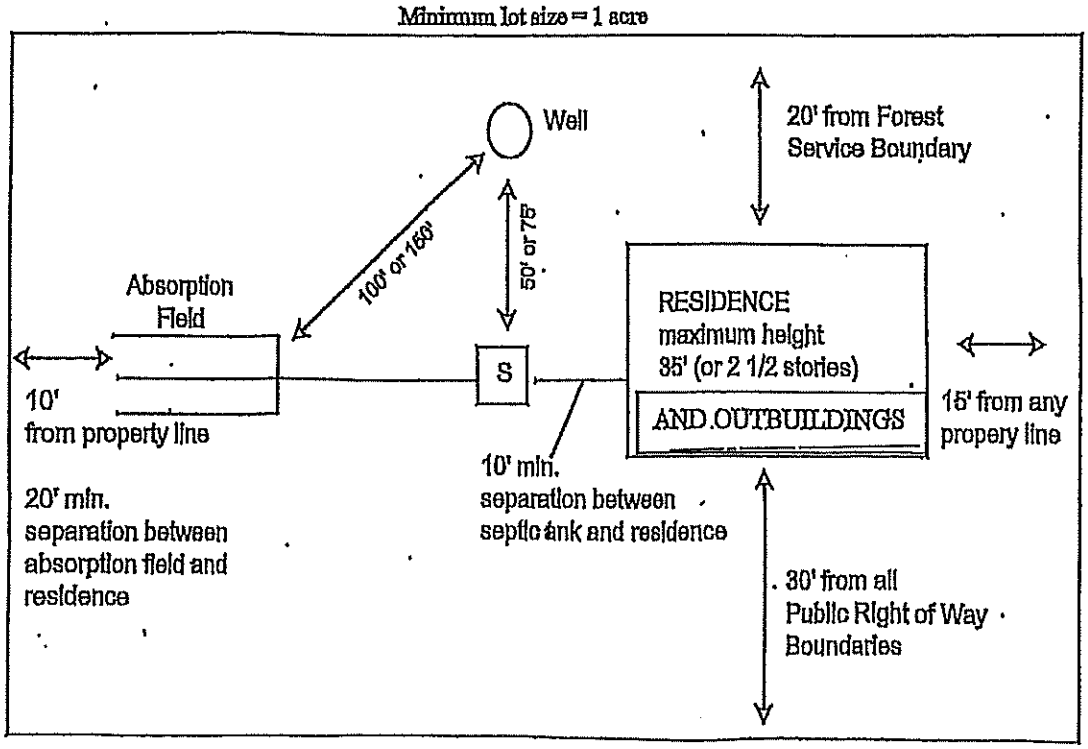
The minimum distance required between any structure and any public road right-of-way is thirty feet (30').

The minimum distance required between any structure and any property line other than a right-of-way is fifteen feet (15').

The minimum distance required between any structure and any U.S. Forest Service boundary is twenty feet (20').

The minimum distance required between any of the components of an on-site wastewater system and any property line is ten feet (10').

The minimum distance required between a septic tank and residence is ten feet (10'). The minimum distance required between a residence and absorption field is twenty feet (20').






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# RESOLUTION #10-2026

WHEREAS, there has been presented to the Board of Trustees of the Town of Hermosa, South Dakota, the within Plat of Sclaus Tract and Fairfield Tract, Located in the NE1/4NE1/4 of Section 32, T2S, R8E, BHM, Custer County, South Dakota; and appearing to the Board that:

1. Said plat conforms to the existing plats of said Town,
2. That the streets set forth therein conforms to the system of streets of the municipality,
3. That all provisions of the subdivision regulations have been complied with,
4. That all taxes and special assessments upon the tract have been fully paid,
5. And that said plat and the survey thereof have been executed according to law,

NOW, THEREFORE BE IT RESOLVED that said plat is hereby approved in all aspects.

Dated this 8t day of September, 2026

_____
Aaron Serviss, Town Board President

ATTEST:

_____
Terri Cornelison, Finance Officer
(Seal)

Published once at a the approximate cost of _____

# Town of Hermosa

9C

PO Box 298 • 230 Main Street • Hermosa, SD 57744
Phone (605) 255-4291 • Fax (605) 255-4094
Email: town@hermosasd.com

## Residential Building Permit

Any person desiring to build or to add on to an existing building in the town limits will obtain a building permit from the Town office. Building permit applications are available in the Town Office or online at: http://www.hermosasd.com/

Filing of Application and Submittal Requirements:
Your first step is to complete a Building Permit Application form and submit it to the Hermosa Town Office together with the site plans. You may prepare the drawings or have a contractor prepare the drawings. See Page 5 for the site plan requirements.

To submit a permit, provide the following items:

- Completed building permit.
- Application Fee

Allow 2-4 weeks for approval:

The application will be reviewed by the Hermosa Board of Trustees
Board of Trustees meet on the 1st and 3rd Tuesday of each month at 6:00 PM
The Finance Officer can provide you with the specific dates for your application.

Important Details:
Each contractor listed on your building permit application is required to have a current contractor license on file with the Hermosa Town Office. No building permits will be issued without current contractor information on file and the contractor's fee paid.

Permit application fees are due upon submittal and are non-refundable. Final fees are based upon building calculations and are due and payable when the permit has been approved. Please be advised all permits are reviewed by the town engineer; those expenses will be included with the permit fees and applicant will be responsible for those expenses.

If you are requesting water and sewer taps, it is important for you to know that no new connection to town services will be made without the supervision of the Town of Hermosa Public Works Department. You or the plumbing contractor must call the Town Office to schedule an inspection and connection. Failure to do so will result in a penalty under state statute and town ordinance.

If you have any questions, please call the Town Office at the above referenced number.

Town of Hermosa

# RESIDENTIAL BUILDING PERMIT APPLICATION

(This Building Permit is Valid for One Year – Please See Page 3 for Exceptions)

DATE 8-27-26 PERMIT # 2026-30

Receipt #_____ Cash_____ Check #_____ Amount _____($75.00)

** PLEASE INCLUDE TO-SCALE DRAWINGS **

Is Property in the Flood Plain? _____Yes____No Zoning District_____

***IF YES – YOU NEED A FLOODPLAIN DEVELOPMENT PERMIT***

**APPLICATION SUBMITTED BY:**

Property Owner Name(s) Neil and Francis Yager

Mailing Address 138 S 24th St

City Hot Springs State SD Zip 57747

Email yagerx8@gwtc.net

Phone # Home 6058919733 Cell _____ Work _____

**LEGAL DESCRIPTION**

Subdivision name: Hammilton Lot# C Block _____ Lot Size .65

Zoning District Residential Is this property in the Flood Plain? Yes ____ No ✓

Building address: 195 5th St, Hermosa, SD

Parcel # 009301 OFFICE USE ONLY

**CLASS OF WORK TO BE DONE**

New structure ✓ Demolition _____ Remodel _____ Addition _____

Residential: Single Family ✓ Accessory _____ Multi-Family _____

Proposed Use Building: Residential

Building Area (Sq. Ft.): 1800 Height: 12 # of Units _____

No. of Stories: 1 No. of Bathrooms: 2.5 Deck: _____ Deck Area (Sq. Ft.): _____

| SETBACK FROM LOT LINES: | FEET | | CITY MINIMUM *Applicable Zoning District |
|---|---|---|---|
| Front | 66 | | (20'/25') |
| Rear | 168 | | (5'/8'/15') |
| Sides | 30 | | (8'/10'/25') |

**It is the Owner & Contractor's responsibility to ensure required setbacks are met.**

| Setbacks | | | |
|---|---|---|---|
| Primary | Front | Sides | Rear |
| *RS | 20ft | 10ft | 15ft |
| *R1 | 20ft | 10ft | 15ft |
| *R2 | 20ft | 10ft | 15ft |

| Accessory Buildings | | | |
|---|---|---|---|
| Primary | Front | Sides | Rear |
| RS | ** | 8ft | 5ft |
| R1 | ** | 8ft | 5ft |
| R2 | ** | 8ft | 5ft |

| Mobile Home Park | | |
|---|---|---|
| Front | Sides | Rear |
| 20ft | 8ft | 15ft |

**IN NO CASE SHALL AN ACCESSORY BUILDING BE LOCATED TO EXTEND IN FRONT YARD.

## TYPE OF CONSTRUCTION

Wood ✓ Concrete _____ Block _____ Brick _____ Modular _____ Other _____

## FOUNDATION

Thickness of Foundation 4" Thickness of footings 18" Width of Footings 16" Depth N/A
Pier Foundation System: _____ Diameter of pier _____ Spacing of piers _____

## CONTRACTOR INFORMATION

**Contractors must all be registered with the Town of Hermosa**

| Contractors | Company Name | Phone # |
|---|---|---|
| General | Ultra Contracting LLC, | |
| Structural | Ultra Contracting LLC, | |
| Electrical | Rossknecht Electrical | |
| Plumbing | Kraft Plumbing | |
| Heat/Mechanical | ACE Mechanical | |
| Framing | Ultra Contracting LLC, | |
| Drywall | Sun Valley Drywall | |
| Siding | Ultra Contracting LLC, | |
| Roofing | Ultra Contracting LLC, | |
| Concrete | Ultra Contracting LLC, | |
| Excavation | Ultra Contracting LLC, | |

***Appropriate drainage must be maintained.**

Are there any of the following on site: Hazardous materials Yes_____ No X
Lead paint Yes_____ No X
Asbestos Yes_____ No X

Does the building have a Historical Designation: Yes_____ No X

Current utilities on site: Gas X Water X Electricity X Municipal Sewer X Septic _____

Proposed utilities: _____

Describe Work: Build single family new construction home per attached drawings, tie into existing utilities

**Drainage on property must not affect neighboring lots and/or town right-of-way.**

- ✓ TOTAL COST ESTIMATE OF IMPROVEMENTS: $ $610,000.00
- ✓ TOTAL LOT AREA (length x width): 30000 sq. ft.
- ✓ TOTAL LOT COVERAGE (Structures): 2200 sq. ft.
- ✓ % OF LOT COVERAGE: 13 %

# Town of Hermosa

PO Box 298 • 230 Main Street • Hermosa, SD 57744
Phone (605) 255-4291 • Fax (605) 255-4094
Email: town@hermosasd.com

Every permit issued by the Planning Department under the provisions of this code shall expire by limitation and become null and void if the building or the work authorized by such permit is not commenced within 12 months from the date of such permit or if the building or work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of one year. If so, before such work can be re-started, an extension of the permit shall be first obtained to do so, and a service charge of $35.00 shall be required, provided no changes have been made or will be made in the original plans and specifications for such work.

In filing this application, I hereby grant to the Hermosa Town Board, and their designee(s), permission to inspect any and all structures and land involved in my application for the purpose of ascertaining compliance with the ordinance of the Town of Hermosa and the State of South Dakota which permission shall continue so long as the application or an appeal there-on is pending. It is my responsibility to ensure the presence of the Town Maintenance Supervisor during water and sewer connections.

I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. The granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction.

I understand Permit application fees are due upon submittal and are **non-refundable. I understand incomplete plans will be returned to applicant for resubmission.** Final fees are based upon building calculations and are due and payable when the permit has been approved. Permits are reviewed by the town engineer; those expenses will be included with the permit fees and applicant will be responsible for those expenses.

**A CERTIFICATE OF OCCUPANCY MUST BE OBTAINED BEFORE OCCUPYING THE STRUCTURE.**

X Kurt Yogerst _____ 8/27/26
Signature(s) of Owner(s) (If Owner Builder) Date

X Daniel Pelczarski _____ 08/270226
Signature(s) of Contractor/Authorized Agent Date

**ALL APPLICATIONS MUST BE APPROVED BY THE HERMOSA PLANNING AND ZONING COMMISSION AND THE HERMOSA BOARD OF TRUSTEES PRIOR TO COMMENCEMENT**

| PLANNING COMMISSION<br>☐ Approved ☐ Denied | HERMOSA BOARD OF TRUSTEES<br>☐ Approved ☐ Denied |
|---|---|
| NAME: _____ | NAME: _____ |
| TITLE: _____ | TITLE: _____ |
| SIGNATURE: _____ | SIGNATURE: _____ |
| DATE: _____ | DATE: _____ |
| APPLICATION FEE: **$75.00** DATE PAID: _____ | DATE PERMIT ISSUED: _____ |

## RESIDENTIAL SITE PLAN REQUIREMENTS

## THIS CHECKLIST MUST BE COMPLETED AND RETURNED WITH THIS APPLICATION.

****REQUIRED**** - **PLEASE NOTE: Incomplete plans will be returned to applicant for resubmission.**

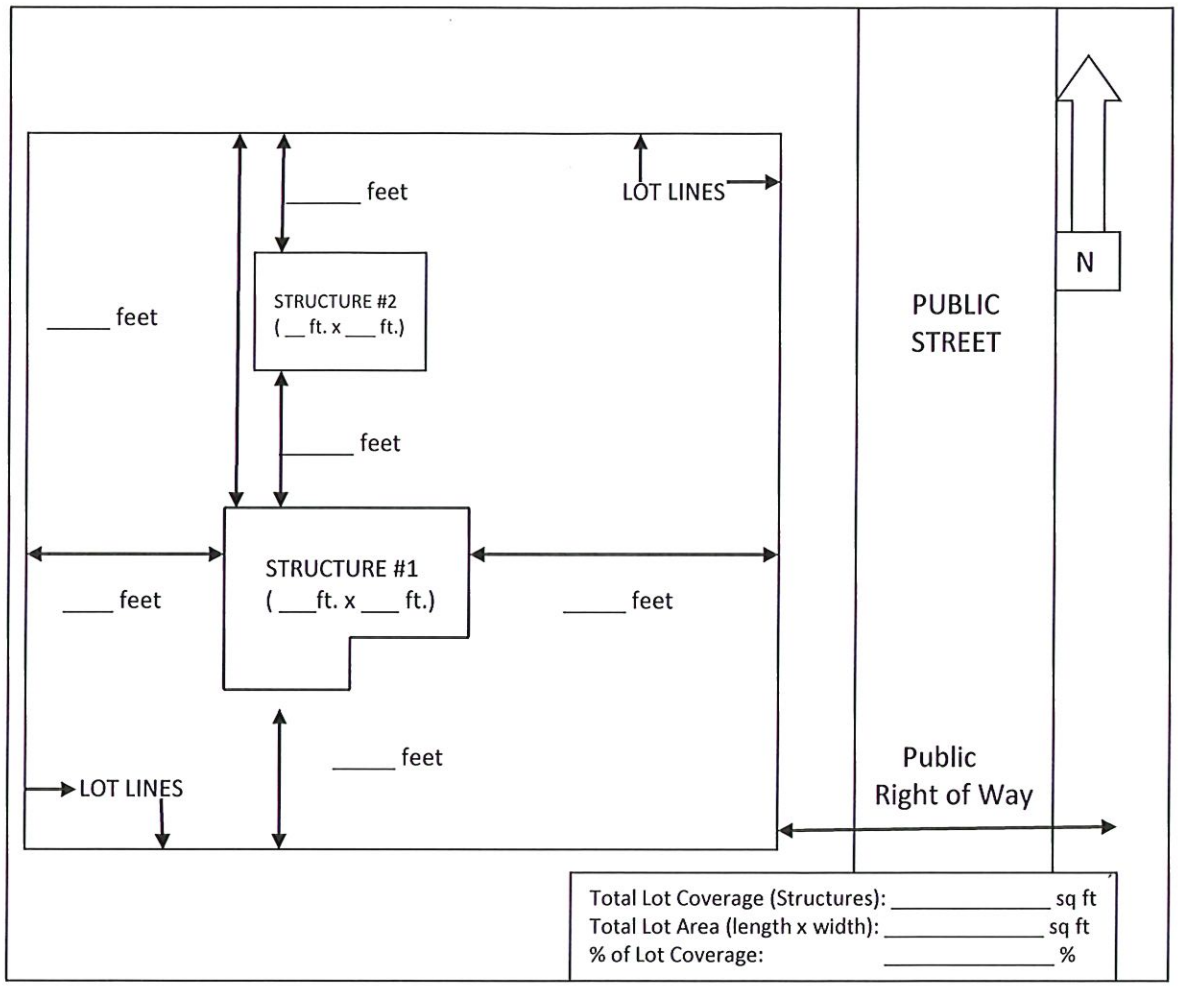
As per zoning ordinance do not cover more **than 40% of lot.**
General Site plan drawn to scale (1" = 20" preferred)

- ☐ 1. Show scale
- ☐ 2. Show North arrow
- ☐ 3. Lot dimensions, property lines
- ☐ 4. All existing structure and their distances to property lines
- ☐ 5. All new structures and distances to **property lines (VERIFY SETBACKS). THIS INCLUDES ALL DECKS!!!!**
- ☐ 6. Additions to existing structure and distances to property lines **(VERIFY SETBACKS)**
- ☐ 7. Building dimensions
- ☐ 8. Adjacent roads
- ☐ 9. Driveways – Indicate Curb & Gutter or **CULVERT INFORMATION IS A REQUIREMENT!**
- ☐ 10. Parking spaces – if applicable
- ☐ 11. Show location of all utilities
  1. Electric
  2. Water
  3. Sewer
- ☐ 12. Show exact location of Curb Stop and Sewer Clean Out **(measurement from property lines)**
- ☐ 13. Well location – if applicable
- ☐ 14. Septic location – if applicable
- ☐ 15. Footing Detail and Foundation Plan – **MUST BE INCLUDED!**
- ☐ 16. Drainage _____
- ☐ 17. Other _____

Additional information that may be required

- ☐ B. Complete Mechanical Floor Plan
- ☐ C. Wall Section and Full Sections
- ☐ D. Open water areas, (streams, creeks, and natural drainage ways)
- ☐ E. Are you in the Flood Plain?

**SAMPLE LOT SKETCH (RESIDENTIAL)**: Show similar sketch of proposed and/or current structures on the following page. Include **ALL** distances between structures, lot lines, structure dimensions, etc.

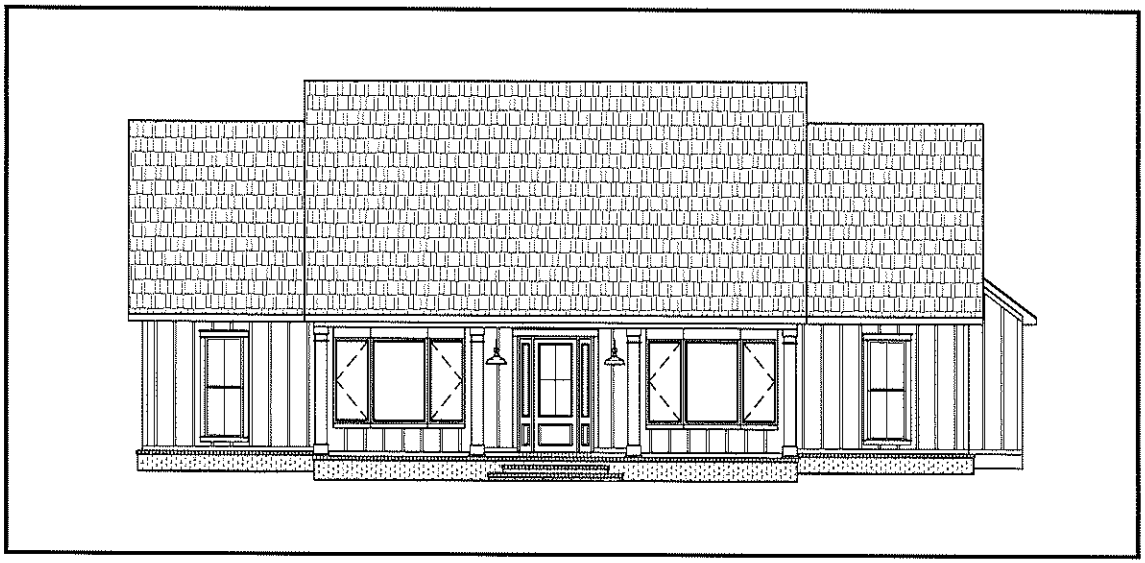



All plans are required to comply with applicable codes as adopted by the governing entity.

Numbers you should know:

| | | |
|---|---|---|
| | Town of Hermosa | 605-255-4291 |
| John Burckhart | Building Inspections | 605-390-2612 |
| Anthony Theodorou | Town Engineer | 605-569-3646 |
| Neil Putnam | Town Planner | 605-630-9942 |
| Elmer Claycomb, PE | Floodplain Administrator | 605-673-3939 |
| | State Electrical Inspector | 605-773-3573 |
| | State Plumbing Inspector | 605-773-3429 |

(All interior plumbing is required to be inspected by the state)



# The Honeysuckle

## GENERAL NOTES:

1. ALL KITCHEN AND UTILITY COUNTERTOPS ARE SHOWN AS 2'-0" WIDE UNLESS STATED OTHERWISE.
2. ALL BATHROOM LAVATORY COUNTERTOPS SHOWN AS 1'-10" WIDE.
3. ATTIC SPACES MUST PROVIDE 1 SQ. FT. VENTILATION PER 150 SQ. FT. OF AREA UNLESS CONDITIONED SPACE. (ATTICS R806)
4. ALL INTERIOR DIMENSIONS ARE FROM STUD FACE TO STUD FACE.
5. ALL INTERIOR WALL THICKNESS SHOWN AS 4" UNLESS NOTED OTHERWISE.
6. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS BEFORE COMMENCING WORK.
7. GUARDS AND RAILINGS SHALL COMPLY WITH IRC 2958, R312.1 AND R327.2, INSECT SCREENING SHALL NOT BE CONSIDERED AS A GUARD.
8. PURCHASER OF THIS PLAN ASSUMES LIABILITY FOR ANY MODIFICATIONS MADE TO THE LAYOUT OF THIS PLAN.
9. ALL WOOD FRAMING SHALL BE NO.2 GRADE - SOUTHERN PINE U.N.O.N. ALL CEILING JOISTS SPANS ARE BASED ON TABLE R802.3.1 (2) OF THE IRC 2958 AND ARE DESIGNED FOR ATTICS WITH LIMITED STORAGE. (REFER TO JOIST SHEET FOR SPANS)
10. IRC SEC. 308 GLAZING IN HAZARDOUS LOCATIONS 4 TEMPERED GLASS FOR WINDOWS THAT ARE WITHIN 24" OF THE DOOR IN THE CLOSED POSITION, PROVIDING THE WINDOW IS LESS THAN 60" ABOVE THE FLOOR. (R308 IRC 2958)
11. MASONRY VENEER SHALL BE ANCHORED TO THE SUPPORTING WALL WITH CORROSION-RESISTANT METAL TIES SPACED NOT MORE THAN 30" ON CENTER HORIZONTALLY AND 24" ON CENTER VERTICALLY AND SHALL SUPPORT NOT MORE THAN 2.6 SQ FEET OF WALL PER SECTION R703.8.4.1
12. VENT HOOD IN KITCHEN MUST VENT TO THE OUTSIDE. MICROWAVE HOODS MUST VENT TO THE OUTSIDE WHERE APPLICABLE.
13. DRYER VENT MUST HAVE MAX LENGTH 35'
14. ALL RETURN AIR GRILLS ARE TO BE LOCATED TO COMPLY WITH SECTION M1502 OF THE IRC 2958.

## WIND ZONE NOTES

1. VERIFY WINDOW CODE REQUIREMENTS AT EACH BUILDING LOCATION, AND INSTALL WINDOWS AS PER CODE REQUIREMENTS SELL VARY FROM DOUBLE INSULATED VINYL TO IMPACT RESISTANT DOUBLE INSULATED VINYL WINDOWS.
2. ALL WINDOWS SHALL COMPLY WITH THE GOVERNING INCORC WINDOWS SHALL BE SELECTED BASED UPON THE COMPONENT AND CLADDING DESIGN PRESSURES.
3. CONTRACTOR RESPONSIBLE FOR ANCHORAGE OF BOTTOM PLATE AND WALL STUDS TO FOUNDATION IN COMPLIANCE WITH THE GOVERNING EDITION OF IRC/IBC 2958. SEE TABLE R602.3.2 OF IRC 2958.

## HEADER SPANS FOR LOAD BEARING WALLS:

SINGLE STORY:

| | | |
|---|---|---|
| • | 2 PLY 2"x6" | 4'-2" MAX |
| • | 2 PLY 2"x8" | 5'-4" MAX |
| • | 2 PLY 2"x10" | 7'-8" MAX |

2 STORY:

| | | |
|---|---|---|
| • | 2 PLY 2"x6" | 3'X7" MAX |
| • | 2 PLY 2"x8" | 4'X6" MAX |
| • | 2 PLY 2"x10" | 5'X3" MAX |

• 2 PLY 2"x6" HEADERS FOR ALL NON-LOAD BEARING WALLS
• CRIB BETWEEN ALL HEADER PLIES
• NO BOXED HEADERS

REFER TO IRC R602.7 (1) AND (2) FOR ADDITIONAL HEADER AND GIRDER SPANS

## NOTE:

ROOF OVERHANG ON NEW CONSTRUCTION TYPICAL 0" FROM FACE OF STUD UNLESS OTHERWISE NOTED.

GENERAL CONTRACTOR TO PROVIDE ADEQUATE ROOF VENTILATION BUILDING SYSTEMS PER IRC CODE (SECTION R806). SYSTEMS TO BE USED TO MEET ROOF VENTILATION REQUIREMENTS ARE AS FOLLOWS: CONTINUOUS RIDGE VENTS, FOSSER VENTS, BOX VENTS, AND GABLE/DORMER VENTS WHEN APPROVED BY OWNER.

SOFFIT VENTS TO BE USED ONLY IN ACCORDANCE W/ IRC CODE (SECTION R806) AND TABLE R806.2 TO ACCOMMODATE APPROPRIATE FIRE SEPARATION DISTANCES.

## GENERAL MATERIALS:

1. EXTERIOR WALLS:
   - -HARDIE SIDING AS SPECIFIED
   - -TYVEK® BUILDING WRAP
   - -1/2" OSB SHEATHING
   - -R-19 BATT INSULATION
   - -2X6 STUDS @ 16" O.C.
2. INTERIOR WALLS:
   - -2X4 STUDS @ 16" O.C.
   - -R08 INSULATION
3. CEILING:
   - -2X JOISTS @ 24" O.C.
   - -R08 INSULATION
4. ROOF SYSTEM:
   - -30# YEAR FIBERGLASS SHINGLES
   - -1/2" OSB OR CDX PLYWOOD
   - -5/8" GYPSUM BOARD INTERIOR
   - -1/2" GYPSUM BOARD ON BOTH SIDES
   - -1/2" GYPSUM BOARD
   - -FELT
   - -2X6 RAFTERS @ 24" O.C. (CONFIRM W LOCAL CODES)

NOTE: ALL ROOFING PRODUCTS, MATERIALS AND INSTALLATION SHALL COMPLY WITH THE REQUIREMENTS UNLESS CHANGED BY GENERAL CONTRACTOR AT OWN DISCRETION.

## PROTECTION AGAINST TERMITES:

1. MEDITERRANEAN TERMITE CONTROL IN AREAS FAVORABLE TO TERMITE DAMAGE METHODS OF PROTECTION SHALL BE BY CHEMICAL SOIL TREATMENT, PRESSURE-TREATED WOOD, NATURALLY TERMITE RESISTANT WOOD ON PHYSICAL BARRIERS (SUCH AS METAL OR PLASTIC TERMITE SHIELDS), OR ANY COMBINATION OF THESE METHODS.
2. CHEMICAL SOIL TREATMENT. THE CONCENTRATION RATE OF APPLICATION AND TREATMENT METHOD OF THE TERMITICIDE LABEL.
3. PRESSURE-TREATED AND NATURALLY RESISTANT WOOD. HEARTWOOD OF REDWOOD AND EASTERN RED CEDAR SHALL BE CONSIDERED TERMITE RESISTANT. PRESSURE-TREATED WOOD AND NATURALLY TERMITE RESISTANT WOOD SHALL NOT BE USED AS A PHYSICAL BARRIER UNLESS A BARRIER CAN BE INSPECTED FOR ANY TERMITE GALLERY TUBES AROUND THE RINGS AND OUTSIDE EDGES AND JOINTS OF A BARRIER.
4. FIELD TREATMENT. FIELD CUT ENDS, NOTCHES, AND DRILLED HOLES OF PRESSURE-TREATED WOOD SHALL BE RETREATED IN THE FIELD ACCORDING TO AWPA M4 AS PER IRC 2958, R318.1.2

## WINDOW EGRESS NOTES

1. R311 - MEANS OF EGRESS. DWELLINGS SHALL BE PROVIDED WITH A MEANS OF EGRESS IN ACCORDANCE WITH THIS SECTION. THE MEANS OF EGRESS SHALL PROVIDE A CONTINUOUS AND UNOBSTRUCTED PATH OF VERTICAL AND HORIZONTAL EGRESS TRAVEL FROM ALL PORTIONS OF THE DWELLING TO THE REQUIRED EGRESS DOOR WITHOUT REQUIRING TRAVEL THROUGH A GARAGE. THE REQUIRED EGRESS DOOR SHALL OPEN DIRECTLY INTO A PUBLIC WAY OR TO A YARD OR COURT THAT OPENS TO A PUBLIC WAY.
2. R310.2 - MINIMUM OPENING AREA. EMERGENCY AND ESCAPE RESCUE OPENINGS SHALL HAVE A NET CLEAR OPENING OF NOT LESS THAN 5.7 SQUARE FEET (.5290 M2). THE NET CLEAR OPENING DIMENSIONS REQUIRED BY THIS SECTION SHALL BE OBTAINED BY THE NORMAL OPERATION OF THE EMERGENCY ESCAPE AND RESCUE OPENING FROM THE INSIDE. THE NET CLEAR HEIGHT OPENING SHALL BE NOT LESS THAN 24 INCHES (610 MM) AND THE NET CLEAR WIDTH SHALL BE NOT LESS THAN 20 INCHES (508 MM). EXCEPTION: GRADE FLOOR OR BELOW GRADE OPENINGS SHALL HAVE A NET CLEAR OPENING OF NOT LESS THAN 5 SQUARE FEET (0.465 M2).
3. R310.2.1 - WINDOW SILL HEIGHT. WHERE A WINDOW IS PROVIDED AS THE EMERGENCY ESCAPE AND RESCUE OPENING, IT SHALL HAVE A SILL HEIGHT OF NOT MORE THAN 44 INCHES (1118 MM) ABOVE THE FLOOR. WHERE THE SILL HEIGHT IS BELOW GRADE, IT SHALL BE PROVIDED WITH A WINDOW WELL IN ACCORDANCE WITH SECTION R310.2.3.
4. R310.2.3 - WINDOW WELLS. THE HORIZONTAL AREA OF THE WINDOW WELL SHALL BE NOT LESS THAN 9 SQUARE FEET (0.93 M2) WITH A HORIZONTAL PROJECTION AND WIDTH OF NOT LESS THAN 36 INCHES (914 MM). THE AREA OF THE WINDOW WELL SHALL ALLOW THE EMERGENCY ESCAPE AND RESCUE OPENING TO BE FULLY OPENED. EXCEPTION: THE LADDER OR STEPS REQUIRED BY SECTION R310.2.3.3 SHALL BE PERMITTED TO ENCROACH NOT MORE THAN 6 INCHES (152 MM) INTO THE REQUIRED DIMENSIONS OF THE WINDOW WELL.
5. R310.2.3.1 - LADDER AND STEPS. WINDOW WELLS WITH A VERTICAL DEPTH GREATER THAN 44 INCHES (1118 MM) SHALL BE EQUIPPED WITH A PERMANENTLY AFFIXED LADDER OR STEPS USABLE WITH THE WINDOW IN THE FULLY OPEN POSITION. LADDERS OR STEPS REQUIRED BY THIS SECTION SHALL NOT BE REQUIRED TO COMPLY WITH SECTIONS R311.7 AND R312.1. LADDERS OR RUNGS SHALL HAVE AN INSIDE WIDTH OF NOT LESS THAN 12 INCHES (305 MM), SHALL PROJECT NOT LESS THAN 3 INCHES (76 MM) FROM THE WALL AND SHALL BE SPACED NOT MORE THAN 18 INCHES (457 MM) ON CENTER VERTICALLY FOR THE FULL HEIGHT OF THE WINDOW WELL.
6. R312 - WINDOW FALL PROTECTION. WINDOW FALL PROTECTION SHALL BE PROVIDED IN ACCORDANCE WITH SECTIONS R312.2.1 AND R312.2.2.
7. R312.1 - WINDOW SILLS. IN DWELLING UNITS, WHERE THE TOP OF THE SILL OF AN OPERABLE WINDOW OPENING IS LOCATED LESS THAN 24 INCHES (610 MM) ABOVE THE FINISHED FLOOR AND GREATER THAN 72 INCHES (1829 MM) ABOVE THE FINISHED GRADE OR OTHER SURFACE BELOW ON THE EXTERIOR OF THE BUILDING, THE OPERABLE WINDOW SHALL COMPLY WITH ONE OF THE FOLLOWING:
   1. OPERABLE WINDOWS WITH OPENINGS THAT WILL NOT ALLOW A 4-INCH-DIAMETER (102 MM) SPHERE TO PASS THROUGH THE OPENING WHERE THE OPENING IS IN ITS LARGEST OPENED POSITION.
   2. OPERABLE WINDOWS THAT ARE PROVIDED WITH WINDOW FALL PREVENTION DEVICES THAT COMPLY WITH ASTM F 2090.
   3. OPERABLE WINDOWS THAT ARE PROVIDED WITH WINDOW OPERATING CONTROL DEVICES THAT COMPLY WITH SECTION R312.2.2.
8. R312.2.2 - WINDOW OPENING CONTROL DEVICES. WINDOW OPENING CONTROL DEVICES SHALL COMPLY WITH ASTM F 2090. THE WINDOW OPENING CONTROL DEVICE, AFTER OPERATION TO RELEASE THE CONTROL DEVICE ALLOWING THE WINDOW TO FULLY OPEN, SHALL NOT REDUCE THE NET CLEAR OPENING AREA OF THE WINDOW UNIT TO LESS THAN THE AREA REQUIRED BY SECTION R310.2.1

## CODE DISCLAIMER:

1. THESE PLANS WERE DESIGNED TO MEET THE 2018 IRC AT THE TIME OF THEIR CREATION AND HOME SPECIFICALLY THE MINIMAL LOCAL CODES OF THE SOUTH LOUISIANA AREA. IT IS HIGHLY RECOMMENDED THAT THESE PLANS BE REVIEWED BY A LOCAL STRUCTURAL ENGINEER PRIOR TO CONSTRUCTION.
2. BEAMS AND FLOOR JOISTS ARE NOT SIZED DUE TO THE VAST GEOGRAPHIC LOCATIONS THESE PLANS ARE SOLD. THESE ITEMS SHALL BE SIZED BY A LOCAL ENGINEER OR MANUFACTURER.
3. ALL CEILING & FLOOR JOISTS (IF CONVENTIONAL FRAMING) SHOULD BE SIZED USING THE LATEST VERSION OF THE IRC OR APPLICABLE CODES AT TIME TO MEET THE LOCAL REQUIREMENTS SUCH AS SNOW LOADS AND OTHER FACTORS. THE CEILING JOIST SIZES LABELED (IF PRESENT) WERE SIZED USING THE 2018 IRC AT THE TIME OF THEIR CREATION. THEY MUST BE VERIFIED AND MODIFIED AS REQUIRED TO MEET THE LATEST EDITION OF THE (IRC) INTERNATIONAL RESIDENTIAL CODE.
4. ALL FOUNDATION AND ROOFING DETAILS SHALL BE REVIEWED AND APPROVED BY A LOCAL ENGINEER.
5. CONTRACTOR SHALL PROVIDE ALL HIGH WIND STRAPPING AND ANCHOR BOLTS AS REQUIRED BY THE LOCAL CODE REQUIREMENTS AND THE LATEST VERSION OF THE IRC.

## Important:

Contractor/Builders shall verify all conditions and dimensions before beginning construction. Any discrepancies shall be reported to Lifestyle Design Service for justification and/or corrections before proceeding with work. Contractor/Builders shall assume responsibility for all errors that are not reported. (888) 266-3439

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|---|---|
| Lifestyle DESIGN SERVICE www.lifestylehomes.com Ph (985) 249-3439 | YAGER |
| | PROJECT NUMBER 2020-111 |

MADDEN HOME DESIGN LLC NOT BEING RESPONSIBLE FOR THE BUILDING CONTRACT AS WELL AS THE CONSTRUCTION MEANS AND METHODS OR ARCHITECTURAL OR ENGINEERING ASPECTS OF THE PLANS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO MAKE SURE ALL DIMENSIONS ARE CORRECT AND ENVIRONMENTAL REGULATIONS HAVE BEEN MET BEFORE CONSTRUCTION. MADDEN HOME DESIGN LLC DOES NOT ASSUME ANY RESPONSIBILITY FOR ANY MISTAKES OR OMISSIONS MADE DURING THE DRAFTING SERVICE. IT IS THE RESPONSIBILITY OF THE CONTRACTOR AND THE HOMEOWNER TO VERIFY ALL DIMENSIONS IN THE FIELD AND SHALL BUILD HOME IN ACCORDANCE WITH THE INTERNATIONAL RESIDENTIAL CODE 2018.

RESIDENCE OF
NEIL
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Project

MADDEN HOME DESIGN

A | BD®

Project No.: HONEYSUCKLE

DATE: FEBRUARY 20, 2020

DRAWN BY: Steven Madden

DESIGNED BY: Steven Madden

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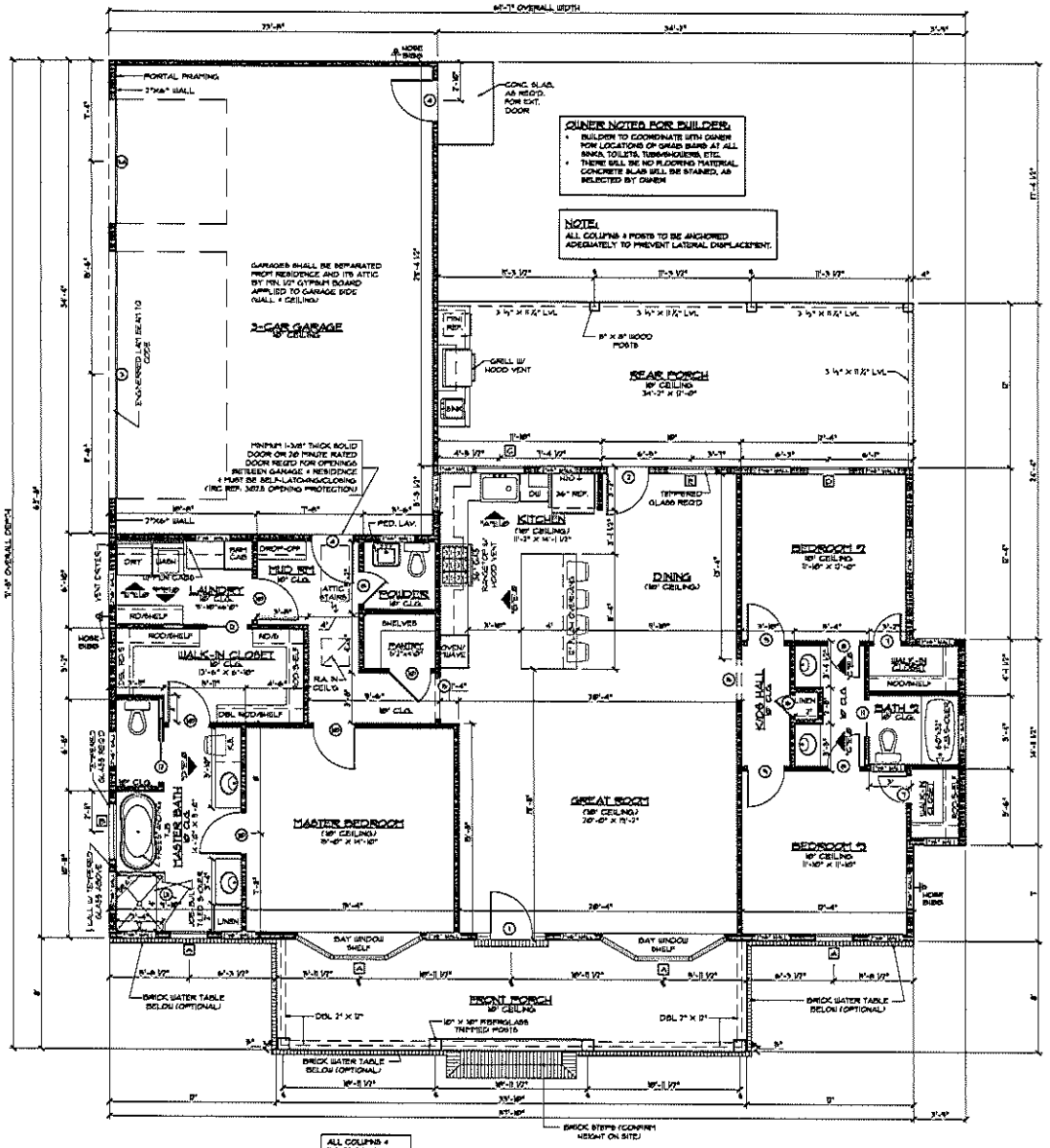
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FLOOR PLAN
SCALE: 1/4" = 1'-0"

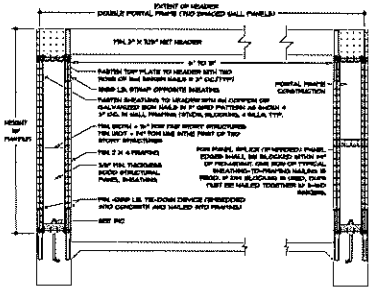
## DOOR SCHEDULE

| MARK | SIZE | DESCRIPTION | QTY. |
|---|---|---|---|
| 1 | 8'-0" X 8'-0" | 3/ FOOT, 4 LITE, SOLID WOOD ENTRY DOOR W/ SIDELIGHT, FA. SIDE | 1 |
| 2 | 2'-8" X 8'-0" | EXTERIOR 4 LITE FULL FRENCH WOOD DOOR | 1 |
| 3 | 16'-0" X 8'-0" | INT. O.H. METAL PANEL GARAGE DOOR W/ DOOR OPENER | 1 |
| 3A | 9'-0" X 8'-0" | EXT. O.H. METAL PANEL GARAGE DOOR W/ DOOR OPENER | 1 |
| 4 | 3'-0" X 8'-0" | EXTERIOR 6 PANEL METAL DOOR | 1 |
| 5 | 3'-0" X 8'-0" | CASED OPENING | 2 |
| 6 | 1'-6" X 8'-0" | INTERIOR HORIZONTAL PANEL H.C. MASONITE DOOR | 1 |
| 7 | 2'-0" X 8'-0" | INTERIOR HORIZONTAL 6 PANEL H.C. MASONITE DOOR | 2 |
| 8 | 2'-4" X 8'-0" | INTERIOR HORIZONTAL 6 PANEL H.C. MASONITE DOOR | 5 |
| 9 | 2'-6" X 8'-0" | INTERIOR HORIZONTAL 6 PANEL H.C. MASONITE DOOR | 2 |
| 10 | 3'-0" X 8'-0" | INTERIOR HORIZONTAL 6 PANEL H.C. MASONITE DOOR | 9 |
| 11 | 2'-8" X 8'-0" | INT. HORIZONTAL 3 PANEL H.C. MASONITE POCKET DOOR | 1 |
| 12 | 3'-0" X 8'-0" | INT. HORIZONTAL 3 PANEL H.C. MASONITE POCKET DOOR | 2 |
| 13 | 3'-0" X 6'-8" | TEMPERED FRAMELESS GLASS SHOWER DOOR | 1 |

## WINDOW SCHEDULE

| MARK | OPENING SIZE | DESCRIPTION | QTY. |
|---|---|---|---|
| A | 6'-8"(FOR)"-10"(H) X 5'-0" | PAINT WINDOW UNIT, AS SELECTED BY OWNER | 3 |
| B | 4'-0" X 4'-0" | DBL. 2 LITE VINYL CASEMENT WINDOW INSULATED | 1 |
| C | 2'-0" X 4'-0" | DBL. 2 LITE VINYL CASEMENT WINDOW INSULATED | 1 |
| D | 2'-0" X 7'-0" | 2/2 LITE VINYL SINGLE HUNG WINDOW INSULATED | 1 |
| E | 2'-0" X 7'-0" | 2/2 LITE VINYL SINGLE HUNG WINDOW INSULATED | 1 |

**IMPORTANT NOTE:**
ALL EGRESS OR RESCUE WINDOWS FROM SLEEPING ROOMS MUST HAVE A MINIMUM NET CLEAR OPENING OF 5.7 SQUARE FEET. GRADE FLOOR WINDOWS MAY HAVE A MINIMUM NET CLEAR OPENING OF 5 SQUARE FEET. THE MINIMUM NET CLEAR OPENING HEIGHT SHALL BE 24". THE MINIMUM NET CLEAR OPENING WIDTH SHALL BE 20". MAXIMUM SILL HEIGHT - 44" A.F.F.




GARAGE PORTAL DETAIL
NOT TO SCALE

## SQUARE FOOTAGE

| | |
|---|---|
| LIVING | 1944 |
| FRONT PORCH | 261 |
| REAR PORCH | 419 |
| GARAGE | 811 |
| TOTAL SQ. FT. | 3436 |

CONTRACTOR TO LOCATE WATER HEATER & A/C UNITS ON SITE

**Important:**
Contractor/Builders shall verify all conditions and dimensions before beginning construction. Any discrepancies shall be reported to LifeStyle Design Service for justification and/or corrections before proceeding with work. Contractor/Builders shall assume responsibility for all errors that are not reported. (888) 265-3439

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NAME: YAGICH
PROJECT NUMBER: 2026-111

MADDEN HOME DESIGN
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NEIL YAGER

Project

Project No.: HONEYSUCKLE
DATE: FEBRUARY 20, 2026
DRAWN BY: Steven Madden
DESIGNED BY: Steven Madden

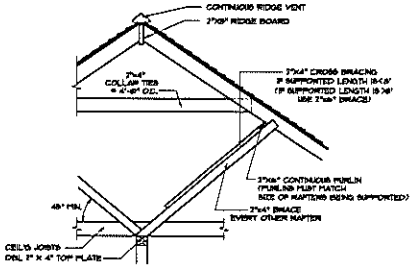
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Sheet Title
FLOOR PLAN

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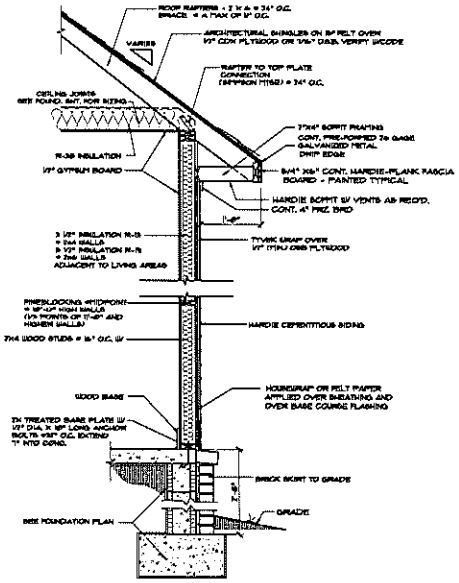
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MADDEN HOME DESIGN AND ARCHITECT SHALL BE HELD HARMLESS FROM ANY AND ALL LIABILITY ARISING FROM THE EXACT USE OF THESE PLANS. IT IS THE OWNER'S RESPONSIBILITY TO REVIEW AND APPROVE ALL DIMENSIONS ARE CORRECT AND THAT ANY CHANGES REQUIRED BY THE OWNER DOES OCCUR, IT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND NOT THE RESPONSIBILITY OF THE CREATING SERVICE. ALL DIMENSIONS ARE APPROXIMATE AND TO BE VERIFIED ON SITE BY CONTRACTOR. ANY & ALL BUILD NOTE IN ACCORDANCE WITH THE INTERNATIONAL RESIDENTIAL CODE 2018.




## TYPICAL ROOF BRACING DETAIL

SCALE: 1/2" = 1'

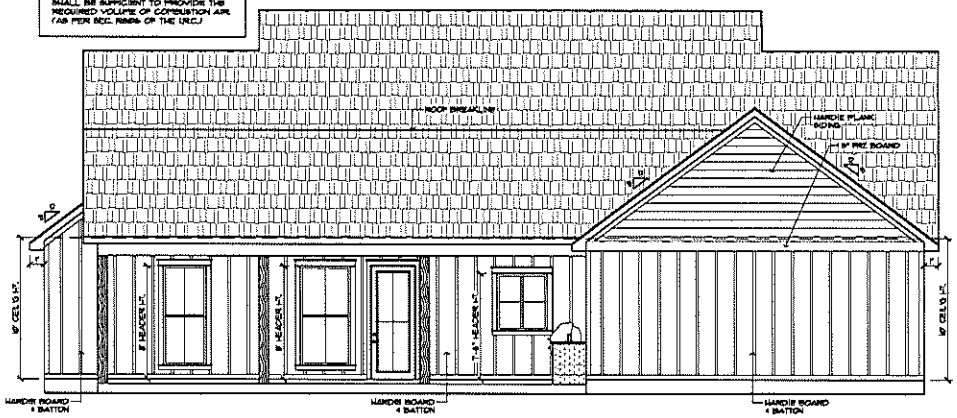



## TYPICAL WALL SECTION- BRICK WATER TABLE

SCALE: 3/4" = 1'-0"

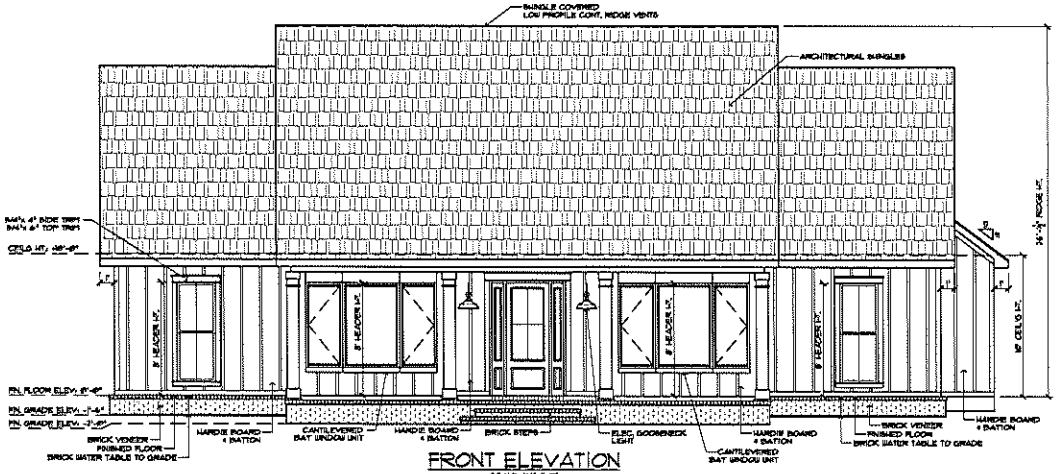
**ATTIC VENTILATION:**

THE TOTAL NET FREE VENTILATING AREA SHALL NOT BE LESS THAN 1/150 OF THE AREA OF THE SPACE VENTILATED EXCEPT THAT A REDUCTION OF THE TOTAL AREA TO 1/300 IS PERMITTED, PROVIDED THAT AT LEAST 50% AND NOT MORE THAN 80% OF THE REQUIRED VENTILATING AREA IS PROVIDED BY VENTILATORS LOCATED IN THE UPPER PORTION OF THE SPACE TO BE VENTILATED AT LEAST 3 FEET ABOVE THE EAVE OR CORNICE VENTS WITH THE BALANCE OF THE REQUIRED VENTILATION PROVIDED BY EAVE OR CORNICE VENTS. THE ATTIC VENTILATION SHALL BE SUFFICIENT TO PROVIDE THE REQUIRED VOLUME OF COMBUSTION AIR. (AS PER SEC. 1806.5 OF THE URC.)




## REAR ELEVATION

SCALE: 1/4"=1'-0"




## FRONT ELEVATION

SCALE: 1/4"=1'-0"

## Important:

Contractor/Builders shall verify all conditions and dimensions before beginning construction. Any descrepancies shall be reported to LifeStyle Design Service for justification and/or corrections before proceeding with work. Contractor/Builders shall assume responsibility for all errors that are not reported. (888) 266-3439

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NAME: YAGER

PROJECT NUMBER: 2020-111

MADDEN HOME DESIGN, LLC, OR BEING, THE ARCHITECTURAL ENGINEERING FIRM ASSUMES NO LIABILITY FOR STRUCTURAL ENGINEERING. ALL DESIGNS ARE CORRECT TO THE BEST OF OUR KNOWLEDGE AND ENVIRONMENTAL REGULATIONS MAY DIFFER FROM AREA TO AREA. IF ANY DOES OCCUR, IT IS THE BUILDER'S RESPONSIBILITY TO NOTIFY US BEFORE CONSTRUCTION BEGINS. IT IS THE CONTRACTOR'S AND NOT THE RESPONSIBILITY OF THE DRAFTING SERVICE. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF DIMENSIONS IN THE FIELD AND SHALL BUILD HOME IN ACCORDANCE WITH THE INTERNATIONAL RESIDENTIAL CODE 2018.

RESIDENCE OF NEIL YAGER

Project

MADDEN HOME DESIGN

A | BD©

Project No.: HONEYSUCKLE

DATE: FEBRUARY 20, 2020

DRAWN BY: Steven Madden

DESIGNED BY: Steven Madden

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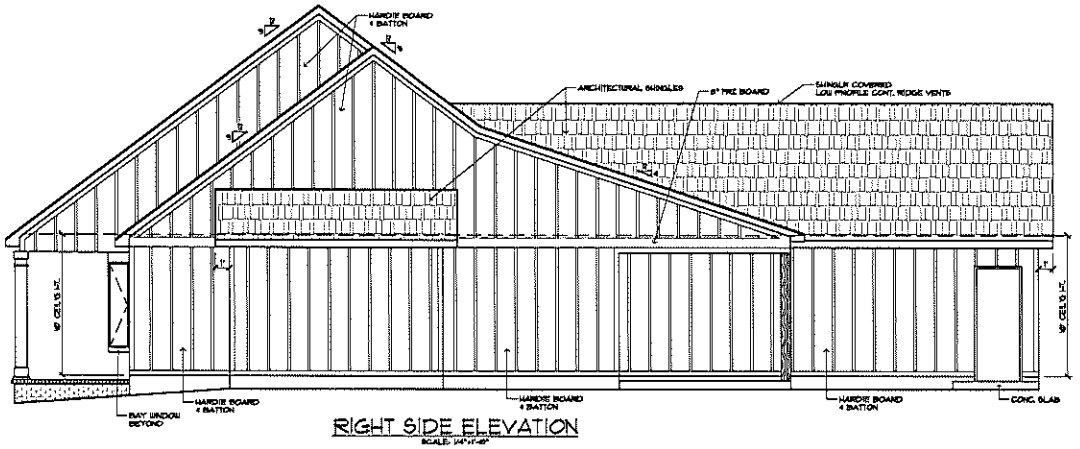
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FRONT & REAR ELEVATIONS

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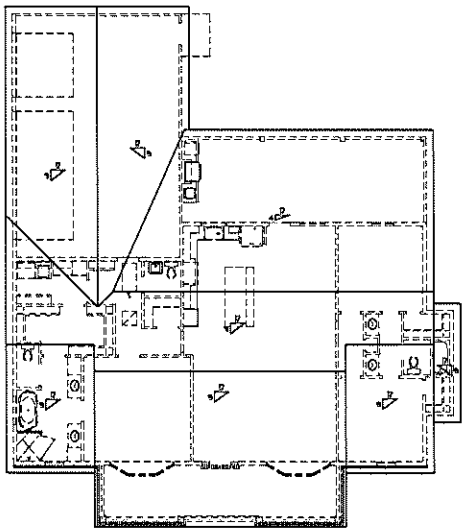
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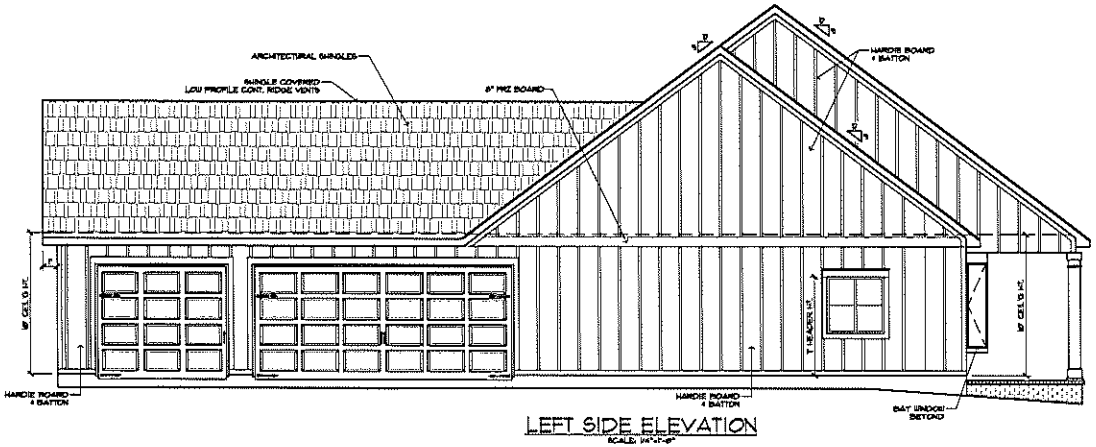

RIGHT SIDE ELEVATION

SCALE: 1/4"=1'-0"



ROOF PLAN

SCALE: 1/8"=1'-0"




LEFT SIDE ELEVATION

SCALE: 1/4"=1'-0"

## Important:

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RESIDENCE OF

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MADDEN HOME DESIGN

A|BD

Project No.: HONEYSUCKLE

DATE: FEBRUARY 26, 2020

DRAWN BY: Steven Madden

DESIGNED BY: Steven Madden

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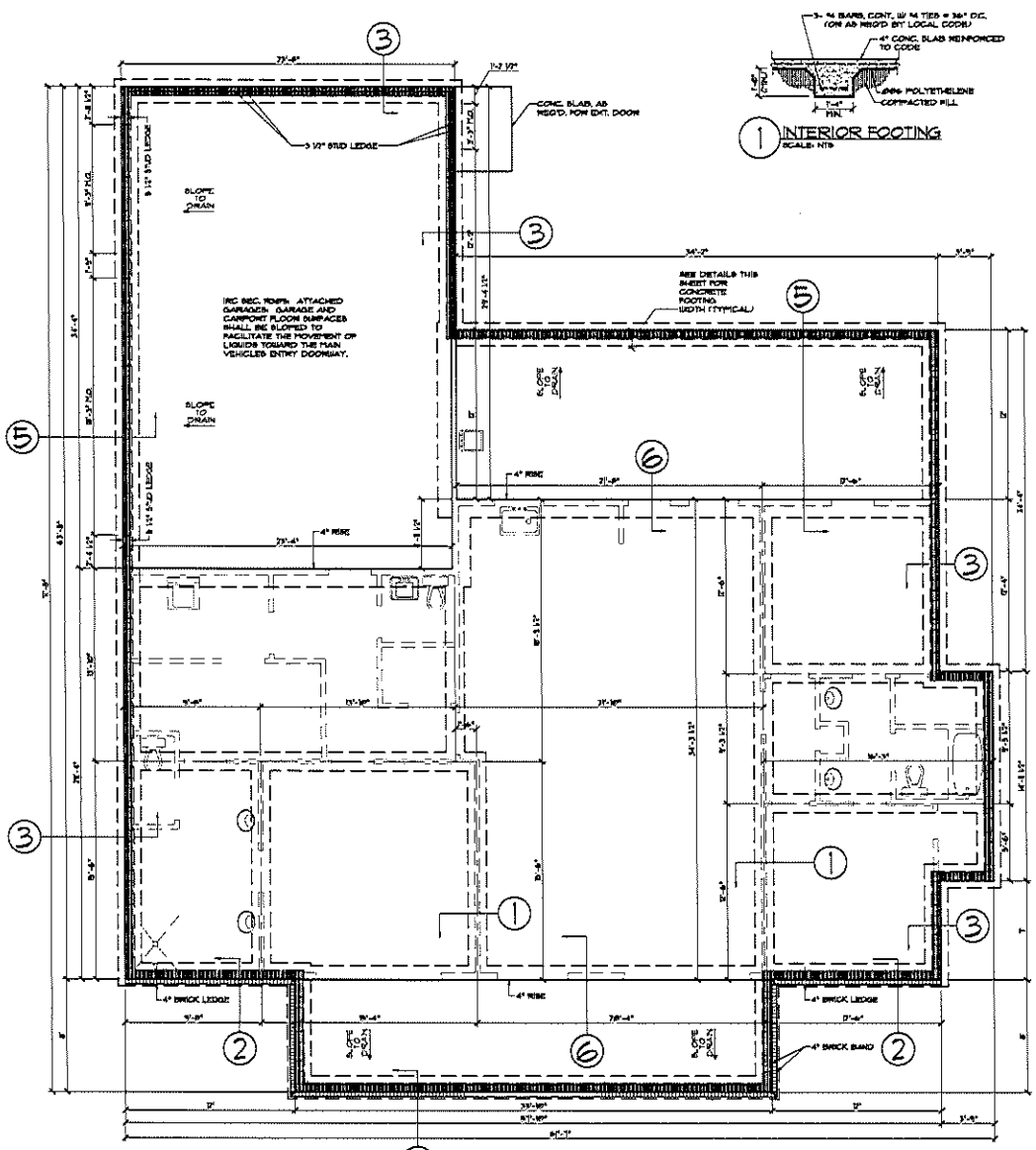
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ELEVATIONS & ROOF PLAN

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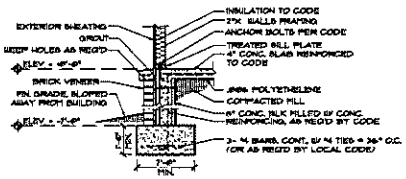
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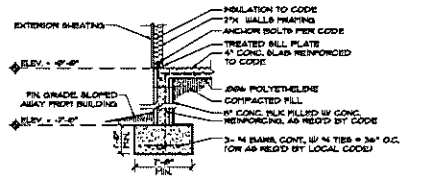

4 FOUNDATION PLAN
SCALE: 1/4" = 1'-0"



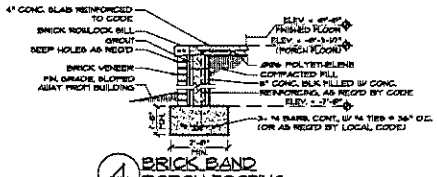

1 INTERIOR FOOTING
SCALE: NTS



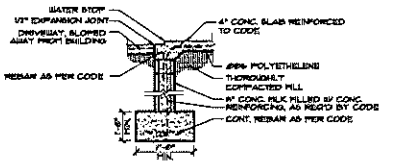

2 EXTERIOR FOOTING
SCALE: NTS



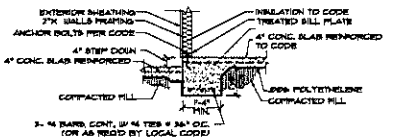

3 EXTERIOR FOOTING
SCALE: NTS




4 BRICK BAND PORCH FOOTING
SCALE: NTS




5 GARAGE FOOTING @ DRIVEWAY
SCALE: NTS




6 PORCH FOOTING
SCALE: NTS

## SITE PREPARATION NOTES:

1. REMOVE TOP SOIL (8" TO 0") AND DELETERIOUS MATERIAL.
2. PROOF ROLL SUBGRADE WITH A LOADED 18 YARD DUMP TRUCK. REMOVE ALL "YIELDING AREAS."

## FOUNDATION AND SITE WORK NOTES:

1. CHECK ELECTRICAL PLAN FOR ANY CONDUIT OR FLOOR RECEPTACLES.
2. TERMITE TREAT THE SOIL PRIOR TO POURING CONCRETE AND OBTAIN CERTIFICATE FOR OWNER.
3. GRADE LOT TO DRAIN AWAY FROM THE FOUNDATION A MINIMUM OF 6 INCHES IN THE FIRST 10 FEET.
4. CARPORT AND FRONT PORCH BEAMS ARE NOT SHOWN FOR CLARITY PURPOSES.
5. CONTRACTOR SHALL EXCAVATE ALL FOOTINGS TO SOLID, COMPACTED, UNDISTURBED FILL. TREETING WITH TOOPRED PROCTOR AS TESTED.
6. ALL WELDED WIRE FABRIC SHALL BE 6x6 W1.4/W1.4 WWF.
7. POLYETHYLENE VAPOR BARRIER SHALL BE 6 MIL THICKNESS.

## CONCRETE NOTES:

1. REFER TO BUILDING PLANS FOR DOOR OPENINGS AND EXACT DIMENSIONS.
2. USE CONCRETE BRICK SUPPORTS TO MAINTAIN REINFORCING CLEARANCES. DO NOT USE CMU OR PAGE BRICK.
3. FOUNDATION DESIGN BASED ON A-4 FILL DIRT COMPACTED TO 95% DENSITY (ASTM D-1557) FILL PLACED @ 8" MAX. LIFTS.
4. ALL CONCRETE SHALL DEVELOP 3,000 PSI COMPRESSIVE STRENGTH @ 28 DAYS. PLACE CONCRETE W/ MAXIMUM SLUMP OF 4". PROVIDE SLUMP TEST AND CYLINDERS AT BEGINNING AND MIDPOINT OF POUR.
5. GRADE 60 DEFORMED REINFORCING.
6. ASTM-185 WIF REINFORCING.
7. APPLY A LIQUID MEMBRANE CURING CHEMICAL TO ALL CONCRETE SURFACES IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS. W.R. GRACE PRODUCT OR EQUAL.
8. CONTRACTOR SHALL COORDINATE ALL DOOR LOCATIONS AND DFST NOTCHED ACCORDINGLY.
9. 3" CLEARANCE FOR REBAR, SIDES AND BOTTOM.
10. MINIMUM SLAB THICKNESS SHALL BE 4" ON HOUSE AND ANY SIDEWALKS INCLUDING DRIVEWAY.
11. FINISH GRADE TO SLOPE AWAY FROM THE HOUSE.
12. REFER TO ELECTRICAL PLAN FOR IN-SLAB WIRING AND OUTLET REQUIREMENTS.
13. CONTRACTOR SHALL EXCAVATE ALL FOOTINGS TO SOLID, UNDISTURBED SOIL.
14. SLABS AND FOOTINGS SHALL BE PLACED MONOLITHICALLY IN A CONTINUOUS POUR. CONSTRUCTION JOINTS FOR THE PURPOSE OF POUR INTERRUPTION SHALL NOT BE ALLOWED WITHOUT PRIOR APPROVAL BY THE OWNER.
15. ALL DRIVEWAY POURS SHALL HAVE THE PROPER CONSTRUCTION AND CONTROL JOINTS AT A DISTANCE NO GREATER THAN 8' WITH A JOINT DOWN THE CENTER. RADIUS BENDS SHALL HAVE A CONTROL JOINT AT THE CENTER OF THEM.

**NOTE:**
THIS GENERIC FOUNDATION PLAN IS DESIGNED FOR NON EXPANSIVE SOILS WITH A BEARING CAPACITY OF AT LEAST 2'000 PSF. MADDEN HOME DESIGN IS NOT AN ENGINEER AND RECOMMENDS THAT A PROFESSIONAL ENGINEER BE CONSULTED FOR YOUR SPECIFIC LOT AS THE DESIGNER HAS NOT BEEN PROVIDED ANY INFORMATION BY THE CLIENT REGARDING THE BEARING CAPACITY OF THE SOILS FOR THIS LOT AND ASSUMES NO RESPONSIBILITY FOR THE STRUCTURAL PERFORMANCE OF THIS DESIGN.

**NOTE:**
ALL EXTERIOR GRADE BEAMS TO EXTEND BELOW UNDISTURBED SOIL A MINIMUM OF 0'.

## Important:

Contractor/Builders shall verify all conditions and dimensions before beginning construction. Any discrepancies shall be reported to LifeStyle Design Service for justification and/or corrections before proceeding with work. Contractor/Builders shall assume responsibility for all errors that are not reported. (888) 266-3439

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| | PROJECT NUMBER 2025-111 |

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CONTRACTOR IS RESPONSIBLE FOR VERIFICATION OF DIMENSIONS IN THE FIELD AND SHALL BUILD HOME IN ACCORDANCE WITH THE INTERNATIONAL RESIDENTIAL CODE 2018

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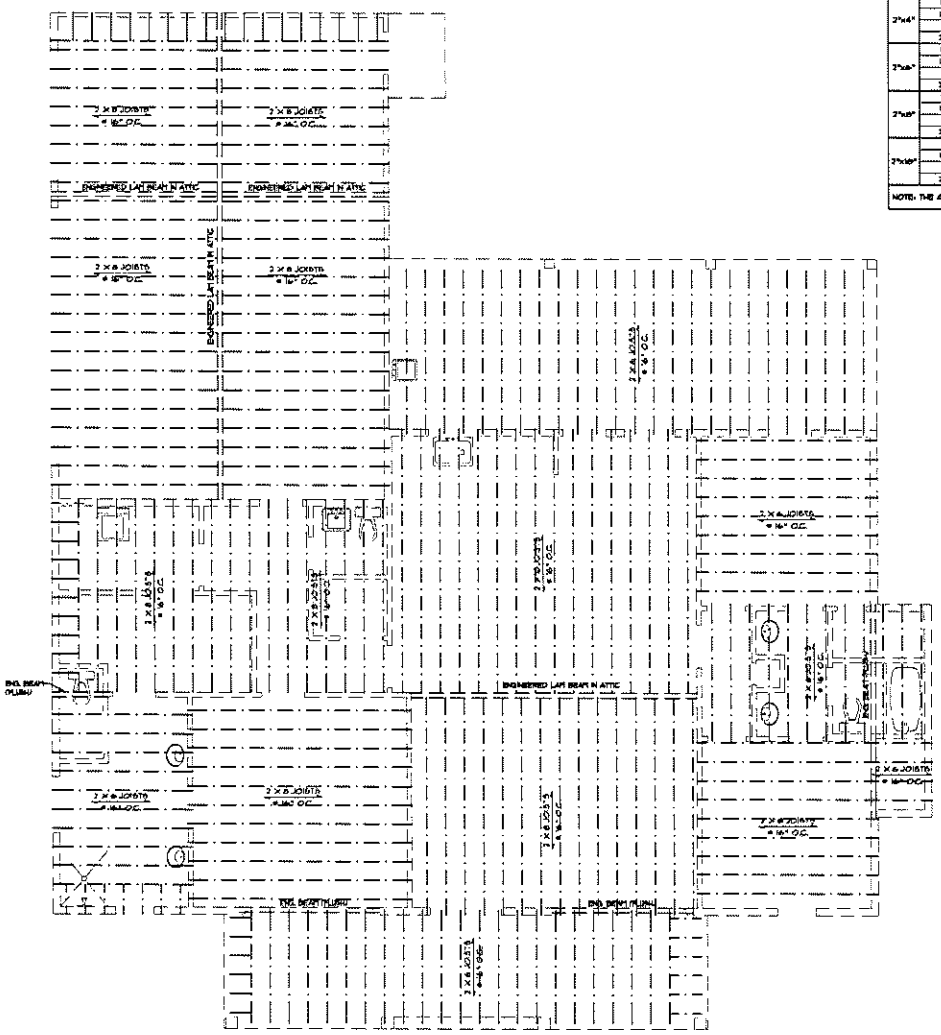
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DATE: FEBRUARY 20, 2026
DRAWN BY: Steven Madden
DESIGNED BY: Steven Madden

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FOUNDATION PLAN

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CEILING
JOISTS FRAMING PLAN
SCALE: 1/4" = 1'-0"

## CEILING JOIST SPANS

CEILING JOIST SPANS FOR SOUTHERN PINE SPECIES (UNINHABITABLE ATTIC WITHOUT STORAGE, LIVE LOAD = 20PSF, LL= 10PSF DEAD LOAD = 10 PSF

*IF HABITABLE ATTIC SPACE OR STORAGE IS DESIRED, REFER TO INTERNATIONAL RESIDENTIAL CODE SPAN TABLES

| SIZE | SPACING (INCHES) | VISUALLY GRADED "2 SOUTHERN PINE (MAXIMUM CEILING JOIST SPAN) (FT.-IN.) |
|---|---|---|
| 2"x4" | 12.0 | 9'-3 |
| | 16.0 | 8'-0 |
| | 19.2 | 7'-4 |
| | 24.0 | 6'-7 |
| 2"x6" | 12.0 | 13'-1 |
| | 16.0 | 12'-0 |
| | 19.2 | 11'-0 |
| | 24.0 | 9'-10 |
| 2"x8" | 12.0 | 17'-7 |
| | 16.0 | 16'-3 |
| | 19.2 | 14'-11 |
| | 24.0 | 12'-9 |
| 2"x10" | 12.0 | 21'-11 |
| | 16.0 | 20'-1 |
| | 19.2 | 18'-4 |
| | 24.0 | 16'-5 |

NOTE: THE ABOVE TABLE IS BASED ON THE IRC TABLE R802.5.1 (1)

## RAFTER SPANS

RAFTER SPANS FOR SOUTHERN PINE SPECIES (LIVE LOAD = 20 PSF, LL= 10PSF) DEAD LOAD = 10 PSF

| SIZE | SPACING (INCHES) | SPANS (MAXIMUM RAFTER SPANS BETWEEN BRACING) (FT.-IN.) |
|---|---|---|
| 2"x6" | 12.0 | 12'-11 |
| | 16.0 | 11'-9 |
| | 19.2 | 10'-7 |
| | 24.0 | 9'-8 |
| 2"x8" | 12.0 | 16'-4 |
| | 16.0 | 14'-9 |
| | 19.2 | 13'-11 |
| | 24.0 | 11'-9 |
| 2"x10" | 12.0 | 19'-11 |
| | 16.0 | 18'-4 |
| | 19.2 | 16'-9 |
| | 24.0 | 15'-3 |
| 2"x12" | 12.0 | 23'-6 |
| | 16.0 | 21'-10 |
| | 19.2 | 20'-1 |
| | 24.0 | 18'-3 |

NOTE: THE ABOVE TABLE IS BASED ON THE IRC TABLE R802.5.1 (2)

### CEILING JOIST & RAFTER NOTE:

CEILING JOISTS & RAFTERS ARE SELECTED BASED ON SOUTHERN YELLOW PINE.

IF ANOTHER SPECIES OF WOOD IS USED THE JOISTS MUST BE RE-SELECTED, AND IT IS THE BUILDERS OR CONTRACTORS RESPONSIBILITY TO RECALCULATE JOIST & RAFTER SIZES TO ENSURE PROPER CONSTRUCTION OF THE HOME.

## GENERAL FRAMING NOTES:

THE FOLLOWING NOTES ARE SUGGESTED MINIMUM REQUIREMENTS ONLY. DUE TO A VARIANCE OF CODES PER REGION, PLEASE REFER AND COMPLY WITH ALL YOUR LOCAL CODES. CONSULT WITH LOCAL ENGINEERS FOR ALL STRUCTURAL REQUIREMENTS.

1. PROVIDE PURLINS AT MID HEIGHT OF ALL SHEARS.
2. ALL JOIST AND RAFTERS SHALL BE ALIGNED OVER STUDS BELOW.
3. ALL HEADERS SHALL BE 2-2X6'S WITH ½" PLYWOOD PITCH PLATE UNLESS OTHERWISE NOTED.
4. PROVIDE 2X4 CROSS BRACING AT MIDPOINT OF SPAN OR 8'-0" O.C. MAXIMUM IN ALL FLOORS.
5. ALL EXTERIOR CORNERS (INSIDE AND OUTSIDE CORNERS) SHALL BE BRACED WITH ½" CDX PLYWOOD, NAILING SCHEDULE SHALL BE 8D COMMONS AT 4" O.C. AT ALL EDGES AND 8D COMMONS AT 12" O.C. AT ALL INTERMEDIATE STUDS. (OPTION-APPROVED DIAGONAL CORNER BRACES BOTH DIRECTIONS AT ALL CORNERS)
6. ALL COLUMNS OR BUILT MEMBERS SHALL EXTEND DOWN THRU ALL LEVELS AND TERMINATE AT THE BOTTOM FLOOR AND BE SUPPORTED BY THICKENED SLAB, GRADE BEAM, OR FOOTING DESIGNED TO CARRY LOAD.
7. PROVIDE DOUBLE 2X6 STRONGBACK AT MIDSPAN FOR CEILING JOISTS WITH SPAN GREATER THAN 16'-0".
8. PROVIDE COLLAR TIES AT UPPER ⅓ OF VERTICAL DISTANCE BETWEEN RIDGE BOARD AND CEILING JOISTS AT 4'-0" O.C. MAXIMUM.
9. HIP, VALLEY RAFTERS, AND RIDGE BOARDS SHALL BE ONE "2X" SIZE LARGER THAN RAFTERS.
10. ROOF DECKING SHALL BE ½" CDX PLYWOOD MINIMUM.
11. ALL-PINE ENGINEERED FLOOR AND ROOF TRUSSES ARE USED, TRUSS MANUFACTURERS MUST PROVIDE SHOP DRAWINGS UNDER SEAL OF REGISTERED ENGINEER IN STATE IN WHICH WORK IS TO BE PERFORMED.
12. ALL BOLD FRAMING, COLLARS, BEARS, ETC., TO BE DESIGNED BY LOCAL STRUCTURAL ENGINEER AND MEET ALL LOCAL CALLS.
13. ALL FRAMED WALL DIMENSIONS ARE BASED ON 2X4 STUDS UNLESS OTHERWISE NOTED.
14. COLLARS SHALL BE ADEQUATELY ANCHORED TO SLAB TO PREVENT LATERAL DISPLACEMENT PER IRC R407.1.
15. SITE-ASSEMBLED HEADERS AND GIRDERS TO BE SIZED PER IRC TABLE R502.5(1) AND (2).
16. HEADERS AND GIRDERS WHOSE SPAN EXCEEDS THOSE LISTED IN IRC TABLE R502.5(1) AND (2) ARE TO BE ENGINEERED BEAMS TO BE SIZED BY A QUALIFIED PARTY.
17. WALLS ADJACENT TO GARAGE DOOR OPENING TO BE BRACED TO THE MINIMUM LENGTHS LISTED IN IRC R602.10.3 VIA SHEATHING OR AN ALTERNATIVE METHOD OF RESISTING SHEAR AS DESIGNED BY A QUALIFIED ENGINEER.
18. ROOF AND FLOOR SHEATHING TO COMPLY WITH SPAN CHART R503.2.1 (1)

## Important:

Contractor/Builders shall verify all conditions and dimensions before beginning construction. Any discrepancies shall be reported to Lifestyle Design Service for justification and/or corrections before proceeding with work. Contractor/Builders shall assume responsibility for all errors that are not reported. (888) 266-3439

MODIFIED BY: Lifestyle DESIGN SERVICE www.lifestyleplanroads.com Ph (888) 266-3439

NAME: YAGER

PROJECT NUMBER: 2026-111

MADDEN HOME DESIGN LLC IS NOT BEING ASSUMED TO BE THE ENGINEER OF RECORD AND ASSUMES NO LIABILITY FOR STRUCTURAL OR ARCHITECTURAL DESIGN, INTENT, OR CONSTRUCTION METHODS. WE DO NOT WARRANT OR GUARANTEE THAT ALL DIMENSIONS ARE CORRECT AND ENVIRONMENTAL REGULATIONS HAVE BEEN FOLLOWED. IT IS THE BUILDER'S RESPONSIBILITY TO VERIFY ALL DIMENSIONS AND THE RESPONSIBILITY OF THE CONSTRUCTION DOCUMENTS TO COMPLY WITH LOCAL CODES AND NOT THE RESPONSIBILITY OF THE DRAFTING SERVICE.
CONTRACTOR IS RESPONSIBLE FOR VERIFICATION OF DIMENSIONS IN THE FIELD AND SHALL BUILD HOME IN ACCORDANCE WITH THE INTERNATIONAL RESIDENTIAL CODE 2018.

RESIDENCE OF
NEIL
YAGER

Project

MADDEN HOME DESIGN

A | BD©

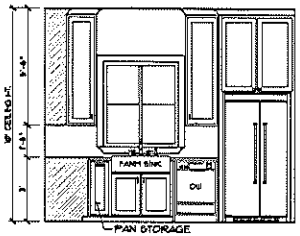
Project No.: HONEYSUCKLE
DATE: FEBRUARY 20, 2026
DRAWN BY: Steven Madden
DESIGNED BY: Steven Madden

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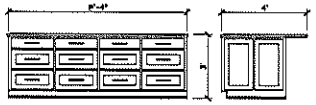
Sheet Title
CEIL'G JOISTS FRAMING PLAN

☐ Preliminary Dwg.
☐ Bidding Doc.
☐ Construction Doc.

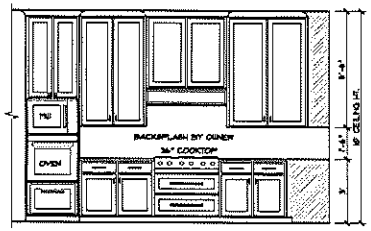
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A5.0



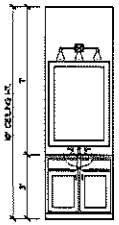

A KITCHEN ELEV.
SCALE: 3/8" = 1'-0"



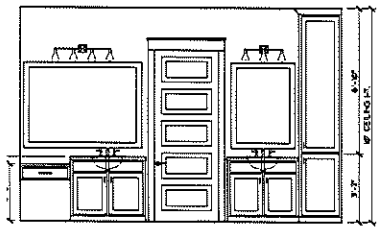
ISLAND ELEVS.
SCALE: 3/8" = 1'-0"



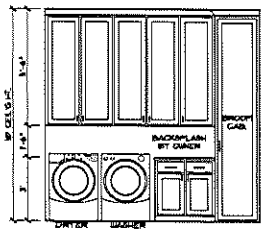

B KITCHEN ELEV.
SCALE: 3/8" = 1'-0"



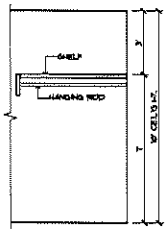
C BATH #2 ELEV.
SCALE: 3/8" = 1'-0"



D MASTER BATH ELEV.
SCALE: 3/8" = 1'-0"




E LAUNDRY ELEV.
SCALE: 3/8" = 1'-0"




F LAUNDRY ELEV.
SCALE: 3/8" = 1'-0"

## PRE-WIRE FOR THE FOLLOWING:

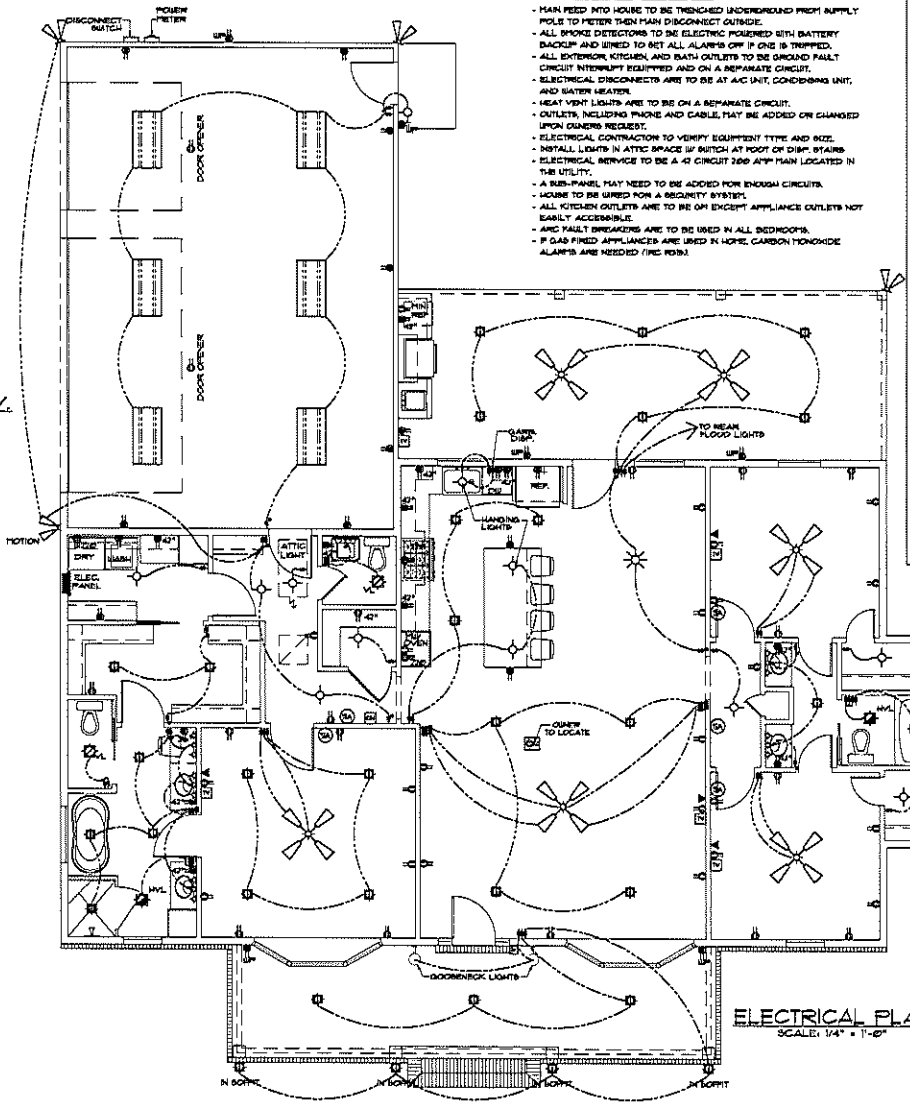
- TELEPHONE \ONE INCOMING LINE\
- CABLE VISION \ONE OUTLET PER ROOM MINIMUM\
- SECURITY SYSTEM - COORDINATE W/ OWNER
- COORDINATE ELECTRICAL SYSTEM WITH MECHANICAL CONTRACTOR
- ALL WIRING TO BE COPPER MIN. 12/2 W/ GROUND
- VERIFY LOCATION OF FLOOR OUTLETS IN FAMILY ROOM
- PROVIDE 115V OUTLET FOR GARBAGE DISPOSAL UNDER KITCHEN SINK
- PROVIDE 115V OUTLET FOR WHIRLPOOL TUB MOTOR UNDER WHIRLPOOL TUB IN MASTER BATH IF APPLICABLE
- PROVIDE 220V OUTLET FOR CLOTHES DRYER
- COORDINATE SURROUND SYSTEM W/ OWNER

## ELECTRICAL NOTES:

- MAIN FEED INTO HOUSE TO BE TRENCHED UNDERGROUND FROM SUPPLY POLE TO METER THEN MAIN DISCONNECT OUTSIDE.
- ALL SMOKE DETECTORS TO BE ELECTRIC POWERED WITH BATTERY BACKUP AND WIRED TO INTERCONNECT ALL ALARMS OFF IF ONE IS TRIPPED.
- ALL EXTERIOR, KITCHEN, AND BATH OUTLETS TO BE GROUND FAULT CIRCUIT INTERRUPT EQUIPPED AND ON A SEPARATE CIRCUIT.
- ELECTRICAL DISCONNECTS ARE TO BE AT A/C UNIT, CONDENSING UNIT, AND WATER HEATER.
- HEAT VENT LIGHTS ARE TO BE ON A SEPARATE CIRCUIT.
- OUTLETS, INCLUDING PHONE AND CABLE, MAY BE ADDED OR CHANGED UPON OWNERS REQUEST.
- ELECTRICAL CONTRACTOR TO VERIFY EQUIPMENT TYPE AND SIZE.
- INSTALL LIGHTS IN ATTIC SPACE W/ SWITCH AT FOOT OF DISP. STAIRS
- ELECTRICAL SERVICE TO BE A 42 CIRCUIT 200 AMP MAIN LOCATED IN THE UTILITY.
- A SUB-PANEL MAY NEED TO BE ADDED FOR ENOUGH CIRCUITS.
- HOUSE TO BE WIRED FOR A SECURITY SYSTEM.
- ALL KITCHEN OUTLETS ARE TO BE GFI EXCEPT APPLIANCE OUTLETS NOT EASILY ACCESSIBLE.
- ARC FAULT BREAKERS ARE TO BE USED IN ALL BEDROOMS.
- IF GAS FIRED APPLIANCES ARE USED IN HOME, CARBON MONOXIDE ALARMS ARE NEEDED (FIRE MARSHALL)

## ELECTRICAL SYMBOL LEGEND

- LANDSCAPING LIGHTS
- BRONZE UP LIGHTS (MIN. 6" LANDSCAPE)
- CABLE OUTLET
- TELEPHONE/ ETHERNET OUTLET
- RECEPTACLE, 15A, 125V, 2 POLE 3 WIRE, GROUNDED, DUPLEX
- FLOOR DUPLEX RECEPTACLE
- GROUND-FAULT-CIRCUIT-INTERRUPT RECEPTACLE-USE SQUARE D QUICK GUARD FOR GFI LOCATIONS
- RECEPTACLE, 20A, 125V, 2 POLE 3 WIRE, GROUNDED
- TOGGLE SWITCH, SINGLE POLE, 15A
- TOGGLE SWITCH, 3 WAY, 15A
- ELEC. DOOR BELL
- DOORBELL CHIME
- DIMMER SWITCH
- LIGHT FIXTURE, LED CEILING MOUNTED
- LIGHT FIXTURE LED EXTERIOR FLOODS
- CEILING FAN W/ LIGHT - PROVIDE SEPERATE SWITCHES FOR F & L
- LIGHT FIXTURE - CHANDELIER W/ LED BULBS
- LED RECESSED LIGHT
- LIGHT FIXTURE - LED
- SMOKE ALARM - 110V ELEC. W/ CARBON MONOXIDE DETECTOR
- VANITY LIGHT
- VENT/LIGHT RECESSED CAN
- HEAT/VENT/LIGHT
- VENT/LIGHT ONLY
- SCONCE LIGHT
- WALL MOUNT ELECTRIC LANTERN




ELECTRICAL PLAN
SCALE: 1/4" = 1'-0"

## Important:

Contractor/Builder shall verify all conditions and dimensions before beginning construction. Any discrepancies shall be reported to LifeStyle Design Service for justification and/or corrections before proceeding with work. Contractor/Builder shall assume responsibility for all errors that are not reported. (888) 266-1439

MODIFIED BY: LifeStyle DESIGN SERVICE
www.lifestyleinstyle.com Ph (888) 266-1439

NAME: YAGER
PROJECT NUMBER: 2026-111

MADDEN HOME DESIGN LLC NOT BEING A LICENSED ENGINEER OR ARCHITECT ASSUMES NO LIABILITY FOR STRUCTURAL OR ARCHITECTURAL DESIGN, INTEGRITY, OR SOUNDNESS. WE ARE NOT RESPONSIBLE IF WE ARE CORRECT AND BY NON-ESSENTIAL REGULATIONS WHERE ALL DIMENSIONS ARE CORRECT AND NOT THE RESPONSIBILITY OF THE DRAFTING SERVICE. VERIFICATION OF DIMENSIONS IN THE FIELD IS THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE DONE IN ACCORDANCE WITH THE INTERNATIONAL RESIDENTIAL CODE 2018

RESIDENCE OF
NEIL
YAGER

Project

MADDEN HOME DESIGN

All BD.

Project No.: HONEYSUCKLE
DATE: FEBRUARY 20, 2026
DRAWN BY: Steven Madden
DESIGNED BY: Steven Madden

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Sheet Title
ELECTRICAL PLAN

☐ Preliminary Dwg.
☐ Bidding Doc.
☐ Construction Doc.

Sheet:
E1.0

009295
011123
188.8527
009301
23.8375
25.9
75.9999
009264
010858
5TH ST

# Town of Hermosa

9 0

PO Box 298 • 230 Main Street • Hermosa, SD 57744
Phone (605) 255-4291 • Fax (605) 255-4094
Email: town@hermosasd.com

DATE 9-2-26 PERMIT # 2026-31

## Informational Permit
## No Fee

Is Property in the Flood Plain? ____ Yes X No Zoning District ____

***IF YES - YOU NEED A FLOOD PLAIN DEVELOPMENT PERMIT**

Property Owner Name(s): Danny & Deborah Holsworth

Mailing Address: P O Box 163
Hermosa, SD 57744

Email: gjholsworth@midco.net

Address of Project: 114 and st.

Legal Description: Lot 7 Block 12

____ Subdivision ____ Block ____ Lot(s) Lot Size ____

Description of Work: moving shed off this property

i.e. Fence below 4' (front yard), 6' (side/rear yard), Accessory Building/Deck less than 160 sq.ft.; Sidewalk; Driveway; Concrete; Renovation / Remodel / Repairs / Maintenance not requiring Building Permit (i.e., shingle replacement)

Total Cost Estimate of Project ____ Total Square Footage of Project 120

Building Area (Sq. Ft.) 120 Height: ____

Accessory Bldg. Setbacks from Lot Lines: **Front:** ____ NO ACCESSORY BUILDING SHALL BE LOCATED IN FRONT YARD

(See Ord.155) **Rear:** ____ Ft. (5' Town Minimum)

**Side:** ____ Ft. (8' Town Minimum)

Licensed Contractor / Person doing work G. J. Holsworth & Son Inc.

Address of Contractor / Person 26555 S Hwy 79

Contact Phone Number of Contractor / Person 605-381-5455

Parcel # 069238 OFFICE USE

PLANNING OFFICIAL ____ DATE ____

# Town of Hermosa

9D

PO Box 298 • 230 Main Street • Hermosa, SD 57744
Phone (605) 255-4291 • Fax (605) 255-4094
Email: town@hermosasd.com

DATE 9-2-26 PERMIT # 2026-32

## Informational Permit
## No Fee

Is Property in the Flood Plain? ____ Yes X No Zoning District ____

***IF YES - YOU NEED A FLOOD PLAIN DEVELOPMENT PERMIT**

Property Owner Name(s): Danny & Debora Holsworth

Mailing Address: PO Box 163
Hermosa, SD. 57744

Email: gjholsworth@midco.net

Address of Project: 111 Vilas St.

Legal Description: Lot 15 R Box 12

____ Subdivision ____ Block ____ Lot(s) Lot Size ____

Description of Work: tearing down sheds (2)
1-Shed 8 X 8 = 64 sq ft
2-Shed 6 X 6 = 36 sq ft
100 sq ft total

i.e. Fence below 4' (front yard), 6' (side/rear yard), Accessory Building/Deck less than 160 sq.ft.; Sidewalk; Driveway; Concrete; Renovation / Remodel / Repairs / Maintenance not requiring Building Permit (i.e., shingle replacement)

Total Cost Estimate of Project 500.00 Total Square Footage of Project 100 sq ft

Building Area (Sq. Ft.) 100 sq ft Height: ____

Accessory Bldg. Setbacks from Lot Lines: Front: ____ NO ACCESSORY BUILDING SHALL BE LOCATED IN FRONT YARD

(See Ord.155) Rear: N/A Ft. (5' Town Minimum)

Side: N/A Ft. (8' Town Minimum)

Licensed Contractor / Person doing work G.J. Holsworth & Son Inc

Address of Contractor / Person 6555 S. Hwy 79

Contact Phone Number of Contractor / Person 605-381-5454

Parcel # 009245 OFFICE USE

PLANNING OFFICIAL ____ DATE ____

# Town of Hermosa

9E

PO Box 298 • 230 Main Street • Hermosa, SD 57744
Phone (605) 255-4291 • Fax (605) 255-4094
Email: town@hermosasd.com

DATE 9-2-26 PERMIT # 2026-33

## Informational Permit
## No Fee

Is Property in the Flood Plain? ____Yes X No Zoning District ____

***IF YES - YOU NEED A FLOOD PLAIN DEVELOPMENT PERMIT**

Property Owner Name(s): Mindy Holsworth

Mailing Address: PO 331
Hermosa, SD 57744

Email: ____

Address of Project: 315 Manning St

Legal Description: Outlot J Lots 4+5

____ Subdivision ____ Block ____ Lot(s) Lot Size ____

Description of Work: Putting 10x12 shed in back yard

i.e. Fence below 4' (front yard), 6' (side/rear yard), Accessory Building/Deck less than 160 sq.ft.; Sidewalk; Driveway; Concrete; Renovation / Remodel / Repairs / Maintenance not requiring Building Permit (i.e., shingle replacement)

Total Cost Estimate of Project 500.00 Total Square Footage of Project ____

Building Area (Sq. Ft.) 120 sq ft. Height: ____

Accessory Bldg. Setbacks from Lot Lines: **Front:** ____ NO ACCESSORY BUILDING SHALL BE LOCATED IN FRONT YARD

(See Ord.155) Rear: 5' Ft. (5' Town Minimum)

Side: 8' Ft. (8' Town Minimum)

Licensed Contractor / Person doing work G. W. Holsworth & Son Inc.

Address of Contractor / Person 6555 S Hwy 79

Contact Phone Number of Contractor / Person 605-381-5454

Parcel # 009320 OFFICE USE

PLANNING OFFICIAL ____ DATE ____

11E

# Estimate

**# EST-000199**

**Sage Water Works, Inc.**
5310 Ebony Place
Piedmont South Dakota 57769
sagewaterworks100@gmail.com

Bill To
**Town of Hermosa**
230 Main Street
P.O. Box 298
Hermosa SD 57744-0298

Estimate Date : September 03, 2026

Expiry Date : October 02, 2026

Scope of Work :

Remove old mechanical meter and install new ultrasonic smart meter. 20 year warranty (10 year factory & 10 year pro-rated)

| # | Item & Description | Qty | Rate | Amount |
|---|---|---|---|---|
| 1 | Kamstrup Meter- 3" Master Meter (AMI-350 gpm)<br>FlowIQ 3200<br>Meter ID:TBD | 1.00 each | 2,433.52 | 2,433.52 |
| 2 | 3" Seal Tite Flng Gaskets | 1.00 | 15.40 | 15.40 |
| 3 | 5/8" x 21/2" Stainless Steel Hex Bolts & Nuts (8 sets) | 1.00 | 36.08 | 36.08 |
| 4 | Labor | 1.00 hour | 110.00 | 110.00 |
| | | | Sub Total | 2,595.00 |
| | | | SD Excise Tax (2%) | 51.90 |
| | | | **Total** | **$2,646.90** |

Notes

Questions about this estimate or the project can be directed to Marilee Sage at 605-431-2006 or Al Sage at 605-391-7483

11I




# *Tank Maintenance Proposal for*

# CITY OF HERMOSA, SD

**SUBMITTED BY:** MELINDA KURTZ – WATER SYSTEMS CONSULTANT
UTILITY SERVICE GROUP WATER SOLUTIONS, LLC
**DATE:** AUGUST 25, 2026
**CELL NUMBER:** (515) 344–6391

USG WATER SOLUTIONS

# Tank Program Overview

The maintenance requirements of steel water storage tanks as well as concrete tanks in the state of Iowa have become even more important over the past several years. These regulations come from both the state and federal levels of government. Controls over inspections and cleaning of tanks, materials used to recoat tanks, disposal of materials taken from tanks, and qualifications of workers performing maintenance have all come into play to cause the frequency of maintenance to increase as well as the cost. Our ongoing care program provides full coverage for all aspects of tank maintenance. Under the maintenance program, annual inspections are conducted to determine what repairs are needed and at what interval these renovations will required.

## Delivering Peace of Mind

USG primarily focuses on providing sustainable asset management, solutions to the United States potable water industry. Since 1963, our team has provided a full range of water storage tank asset maintenance services.

Our team of professionals has a proven history of success since creating the Tank Asset Management Model and introducing that model to the municipal market in 1985. The program was developed in collaboration with our customers to provide a better solution to meet financial, regulatory and staffing needs. Since its inception, our program has grown to include over 8000 assets, making USG the largest asset management company in the United States.
Our program has been recognized as an industry leader and since its development other companies have implemented various versions of it.

While under our asset maintenance program, water utility clients will retain ownership of the specified assets and transfer the maintenance obligations to USG. This type of maintenance program allows clients to spread continuous costs of the asset maintenance services over an extended period of time and subsequently make annual budgeting both sustainable and cost-effective.




When inspecting and assessing the condition of the water storage tank assets, not only will the assets be assessed for compliance with all applicable OSHA, AWWA, NACE, SSPC, and NSF standards, but these inspections will also be completed in adherence with current local, state, or federal laws and regulations. We also provide detailed condition assessment reports that document both the inspection findings and asset maintenance services completed during the asset condition assessment for the client's specified water storage tank. The reports also provide the necessary documentation to meet state and regulatory compliance.

## Statement of Qualifications

With over 60 years of industry experience, USG has financial strength and stability—as well as access to capital—that is required to successfully conduct the associated work. Also, we have never defaulted on a project—nor have we failed to complete a project.

We have successfully worked with thousands of municipal and industrial water and wastewater utility clients on critical infrastructure issues—providing cost-effective solutions to our clients in order to solve countless water quality and compliance issues. We have the capability to adequately address the need for overdue maintenance investment and all infrastructure renovations. **Our programs and innovative pricing structures have allowed our clients to tackle significant water and wastewater infrastructure problems—while also minimizing the financial burden for their communities, customers, and taxpayers.**

## Crews

Currently, we have over 120+ crews at our disposal. Each crew of three to five men is equipped with a full range of equipment needed to complete both major and minor cleaning and painting projects. The majority of these crews have a crew foreman with over 10 years' experience in water tank maintenance. All service crews operate in accordance with company safety procedures.

## Safety

We meet or exceed OSHA standards. With staff dedicated only to the safety and safety training of our employees. Yearly training is mandatory for all employees and contractors. Safe plan methods are followed including confined space rules. Our crews have worked **3,000,000+** manhours without a lost time accident.

## ISO 9001 Certification

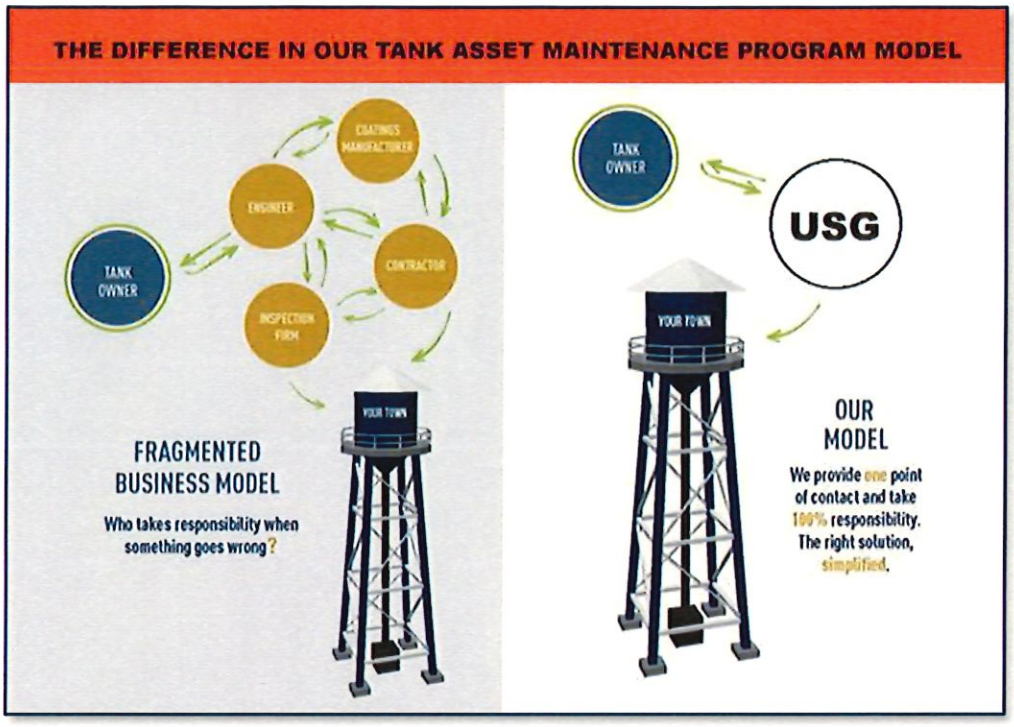
USG is the only tank management company that is ISO 9001 certified. The ISO 9001:2015 certification validates that USG Advanced Solutions takes a systematic approach to managing its operational processes and activities to consistently satisfy our clients' **quality expectations and contractual requirements for all the rehabilitation and maintenance services the company provides.** USG currently is the only tank company with this certification.

## GASB 34 Compliance

USG is the only tank management company that offers our 'government' clients the ability to be *GASB-34* compliant through our program. What this means is that our clients can take advantage of the "*Modified Approach*" to depreciation offered within this *Accounting Standard*, because our program is shown to extend the life of the water storage tank indefinitely. The Modified Approach is a course of action allowed by the GASB accounting standard, whereby infrastructure that has an indefinite life *does not need to be depreciated.*

## Engineers

Certified professional and structural engineers are part of the USG Water Solutions staff. They review drawings, pictures and documents to ensure the best plan of action for your asset and to assist customers with their needs.




# Value of Partnering with USG

## Maintenance Program

- ✓ **Covers all aspects of tank maintenance, including engineering services and renovation.**
- ✓ **Initial and all future renovations**
- ✓ Visual / Washout / disinfection inspections with detailed reports.
- ✓ Extends tank service life
- ✓ Flat annual fee listed in the contract eliminates unplanned expenditures
- ✓ Spread of renovation costs
- ✓ 100% warranty on coatings during the lifetime of the contract
- ✓ 100% transfer of rehabilitation risk to USG

## Benefit to Owner

- ✓ Fully integrated professional service organization working as a partner
- ✓ Transfer risk from tank owner to USG Water Solutions
- ✓ Predictable cost through annual maintenance fee
- ✓ Future renovations
- ✓ Work performed not limited to a 1-year warranty
- ✓ **Lifetime warranty as long as contract is in place**
- ✓ One-year automatic renewable contract
- ✓ **No Change orders**

## Regular & Systematic Maintenance Services

A true peace of mind is established from USG's consistent evaluation of the water storage tank conditions. Detailed condition assessments of safety, sanitary, structural, security, and paint coating conditions allow us to plan and prevent a potential problem before it occurs and make all of the necessary, needed tank repairs. The regular maintenance provided by the renowned USG asset maintenance program is critical in regard to preventing asset failures before they occur, extending the asset's life, and ultimately ensuring long-term success from an operational standpoint.
The tank will undergo annual assessments in accordance with the specified schedule and scope of work under the master services agreement. Any required touch-ups that can be completed during the assessments will be executed to keep project costs low and maintain the specified water storage tank at a higher level of efficiency.

Detailed annual condition assessment reports—including photographs and condition assessments for the tank asset—will be provided after the completion of each assessment to ensure operational awareness and continued success. These condition assessment reports also provide the necessary documentation to meet all state and regulatory compliance for assessments and water storage tank asset conditions and can be provided via electronic copy, hard copy, or both.

## Visual Assessments

Visual assessments ensure that potential tank asset issues are detected early on. This way, USG can immediately complete preventative maintenance work. The standard USG visual assessment determines:

- Need for asset repairs, coating touchups, or asset maintenance services
- Exterior and interior coating conditions
- Verification of compliance with all safety and sanitary regulations
- Tank structure and component conditions
- Functionality of all security measures that are in place to protect the tank

Visual condition assessment report includes all documentation for any services completed during the condition assessments—as well as photographs of the exterior coatings, logo(s), screens, access points, and all visible areas of the foundation—to provide all clients with a full understanding of the water tank's conditions. The visual assessment reports identify needs for immediate tank asset repairs, exterior paint coating touch-ups, or any other preventative maintenance work for the specified water tank in the water distribution system.

## Washout Assessments

Washout assessments include the cleaning and disinfecting of water storage tanks to improve water system quality and operational efficiency. USG's standard washout assessments include all elements of the visual assessment with the addition of the following:

- The tank asset is isolated and completely drained allowing for the condition of the tank interior to be fully evaluated.
- We provide a plethora of solutions to our clients to minimize service disruption and maintain minimum flows during washout assessments—as well as other scheduled maintenance—with pressure relief valves, variable frequency drive (VFD) controls, and temporary water storage units.

- The interior floor and walls of the tank are washed to remove mud, sediment, biofilm, silt, and inorganic deposits on the interior of the water storage tank.
- The assessment and evaluation of both the interior and exterior of the water tank include the safety, sanitary, security, and coatings condition assessments.
- The interior tank coating is evaluated for appearance, adhesion, coating condition, dry film thickness, protective qualities, and percentage of deterioration.
- After the interior assessment of the water storage tank asset is completed, the tank is disinfected in accordance with AWWA C652
- After the disinfection of the water storage tank, the tank is sealed and made ready for service.

The washout condition assessment report includes:

- Documentation of the work completed
- Interior photos before and after the washout
- Interior and exterior coatings
- Logo(s), screens, access points, etc.
- Visible areas of the foundation

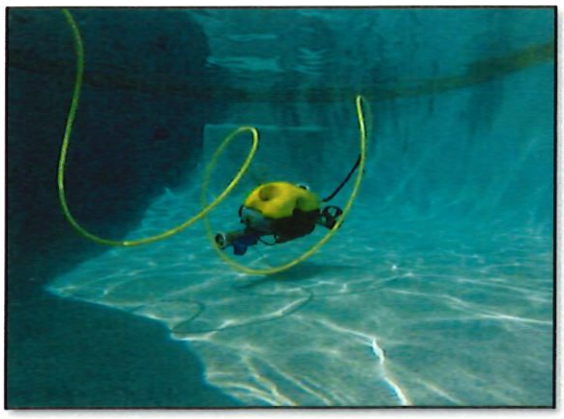


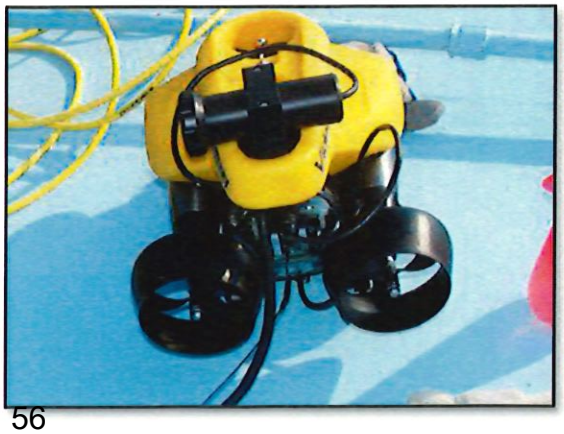
These condition assessment reports provide USG clients with a full understanding of the water tank's overall condition. These assessment reports also identify any need for immediate asset repairs and paint coating touch-up work—as well as any other preventative maintenance work for the water tank.

An inspection of the water storage tank's appurtenances—including all vents, overflows, hatches, ladders, railings, and manholes along the tank's exterior and interior surfaces—will be performed to determine if the asset complies with all of the latest applicable OSHA, AWWA, NACE, SSPC, and NSF regulations and standards. Where deficiencies exist, we will provide recommendations to return the item to compliance.

## Remotely Operated Vehicle (ROV) Interior Inspection

During the ROV inspections, the tank is inspected for visible signs of failure or deterioration of the metal surfaces, coatings, linings, welds, bolted connections, hatches, ladders, railings, manholes, and other appurtenances along both the exterior and interior surfaces of the tank.
The water storage tank's interior is inspected by this ROV method and is supplemented by a visual assessment from the roof hatch to ensure thorough coverage. Tank assessments and inspections are also completed in accordance with the latest revisions of both AWWA D101 and AWWA D110 guidelines.





## Exterior & Interior Renovations

The maintenance services will be conducted per all applicable OSHA and AWWA regulations and standards. Dependent on the overall condition of the water storage tank asset, this may include the installation of updated asset safety and security features, chemical cleaning, interior and exterior coating repairs, structural repairs, disinfection, and the installation of an active mixing system within the tank. Undergoing these upfront renovations brings assets into their optimum condition and—simultaneously—extends the useful life of assets.



As part of our water storage tank asset maintenance program, clients can spread the costs of any major upfront tank renovations over an extended period of time—ultimately assisting them with long-term financial stability, predictable costs, and budget planning. We work with our many valued clients to evaluate the unique needs of their budget and provide sustainable, advanced solutions—both operationally and financially.

## Emergency Services

We complete emergency water tank repairs and asset maintenance services—at any time for our valued clients—to address, remedy, and correct unforeseen or unsafe water tank conditions.



These USG emergency repairs are water storage tank maintenance services that are beyond any of the initial tank asset repairs that were identified during the annual condition assessments. **These emergency repairs are covered at no additional costs** to the water storage tank owner under our tank asset maintenance program. Our dedicated customer account specialists are readily available to schedule any emergency repairs.

Emergency services typically commenced within 24 hours of notice and include the following:

- Leaks in the water storage vessel (excluding the tank fill line)
- Offensive graffiti (non-offensive graffiti will be scheduled for repair as soon as possible)

## Security Measures

Preventing access from potential intruders and pests is critical to the protection, condition, and water quality of a water storage tank asset. The installation and maintenance of ladder anti-climb devices, roof hatch locks, and the security of all other access points to the water tank interior is fully included under our tank asset maintenance program. The USG tank asset maintenance program also covers regular maintenance and the replacement of any screens on vents and overflow valves to prevent unwanted intrusion by insects, bugs, birds, and other pests.

## Why A Tank Maintenance Program?

The following section provides a brief overview/summary of our specialized tank asset maintenance program—including:

- USG assumes **ALL the RISK** and **LIABILITY** of maintaining your tank
- Renovation Costs Spread **INTEREST FREE**
- **LIFETIME PROTECTION** on paint coatings and workmanship (While Under the MP)
- **FIXED** annual budget figure
- No change orders

### Future Renovations

All future interior and exterior asset renovations—as well as periodic touch-ups—will be scheduled and performed under this agreement. Scheduling the future interior and exterior renovations will be determined directly from assessments during the annual inspections. Typically, interior renovations occur every 10-16 years, and exterior renovations occur every 7-12 years. Both the tank inspection findings and subsequent recommendations will be included in the annual inspection report.

Annual inspections will include the inspection of the five (5) general categories of the tank:

1. Safety Conditions
2. Sanitary Conditions
3. Security Conditions
4. Structure Conditions
5. Coating Conditions

Service center planners will notify the system in advance to ensure adequate time to plan for a water storage tank outage. Under the tank asset maintenance program agreement, renovations will be scheduled and completed in a specified year with some flexibility in scheduling around seasonal or usage considerations.

In addition to the regular and systematic inspections, repair touch-ups, and renovation components of the agreement, various other services will be scheduled—as needed—to ensure both the coating and water storage tank integrity, including:

- **Non-Emergency Services:** Any non-emergency services that are needed will be scheduled in a timely manner to ensure that all water storage tank assets are continually protected.
- **Emergency Repairs:** System representatives will be notified of the repair needed.
  - These services typically commence within 24 hours of the notification of the problem.

## Budget information is received annually to assist the city with budgeting efforts:

- These reminders are normally mailed to the tank owner six months prior to the beginning of their respective fiscal year to ensure that you have time to include them in your budgeting efforts.
- Full-service asset management programs are one (1) year agreements that can be extended indefinitely by the tank owner on an evergreen basis. This means:
- The contract is automatically renewed unless the tank owner notifies Utility Service in writing of their intent to cancel it
- USG (Utility Service) cannot cancel the contract unless the tank owner fails to remit the annual fee—so the risk is ours.
- **This all translates into peace of mind – and years of reliable, clean water tanks for the water usage customers, their visitors and all elected and all appointed managers and officials.**

- ONE (1) PRIMARY POINT OF CONTACT FOR ALL DIRECT COMMUNICATIONS
- A LOCAL WATER SYSTEM CONSULTANT FOR ANY PROJECT CONSULTATION
- CERTIFIED FIELD PERSONNEL AND TANK ASSET MANAGEMENT PROFESSIONALS
- TRUSTED, QUALIFIED SUB-CONTRACTORS & TECHNOLOGY PARTNER RESOURCES
- SERVICE CENTERS THAT ARE READILY AVAILABLE FOR QUICK RESPONSE TIMES
- A FIXED PRICE THAT IS BASED ON A PREDETERMINED SCOPE OF WORK
- NO CHANGE ORDERS ON THE MUTUALLY-AGREED-UPON SCOPE OF WORK
- AN ASSESSMENT PLAN THAT IS BASED ON OPERATIONAL NEEDS
- AN ISO 9001:2015 CERTIFICATION FOR QUALITY MANAGEMENT SYSTEMS

## Services Not Covered Under a Typical Maintenance Program Contract

- × Cost of installing and removing any containment (if not specifically covered in the contract).
- × Cost of resolution for water system operational problems due to cold weather.
- × Cost of repair due to antenna installations or other attachments.
- × Cost of repairs due to conditions below the surface of the ground.
- × Cost of repairs to the below-grade foundations.
- × Acts of God.
- × Acts of terrorism.

This schedule/scope of work and pricing has been developed based on the inspection asset condition assessment completed July 21, 2025—as well as our experience and knowledge of coating-life cycles, preventative maintenance, and current asset condition. This information was evaluated by our water storage tank asset management professionals to determine the best methods of maintaining the tank. Tank is a 135,000-gallon Standpipe 57' tall approximate diameter of 21", constructed of Welded steel.
Not known when the interior or exterior of tank was last painted.

# Schedule/Scope of Work

## City Tank

### Scope of Work

Exterior Renovation:

1. Complete exterior shall be fully pressure washed.
2. All rusted areas shall be tool cleaned per SSPC-SP#2, #3 cleaning methods.
3. All areas tool cleaned shall be spot primed with a Tnemec Series primer or equivalent.
4. One (1) full intermediate coat of a compatible coating shall be applied to 100% of exterior surfaces.
5. One (1) full finish coat of a compatible coating shall be applied to 100% of exterior surfaces.
6. Provide ground cover because of lead (1800ppm) and chromium (6500ppm)
7. Washout and disinfect interior of tank and to get ready for fill

Wet Renovation:

1. Abrasive blast clean the complete interior to a SSPC-SP10 "Near White" finish.
2. Heavy blast areas with heavy mil thickness
3. Remove all dust and blast products by high-pressure air, vacuum cleaning or brushing and apply the first coat of paint before any surface rust develops.
4. Using Epoxy thinned 10%, stripe paint all welded/lap seams and pitted areas with a roller or brush.
5. Apply one (1) full coat of Zinc-Epoxy at a DFT of 4 to 6 mils to the complete interior of the tank, riser pipe, and all other interior surfaces.
6. Apply a second full coat of Zinc-Epoxy at a DFT of 5 to 7 mils to the complete interior of the tank, riser pipe, and all other interior surfaces.
7. Total minimum dry film thickness (DFT) for the interior two coat system is 9 mils dry.

Repairs:

1. Install new frost proof vent
2. Install screen/flapper on overflow
3. Remove existing dome ladder and install new dome ladder for easier transition with standoffs
4. Properly seal holes in roof
5. Install laddergate for security
6. Install ladder safety climb on sidewall ladder
7. Remove ladder cage
8. Remove cathodic protection that is not working



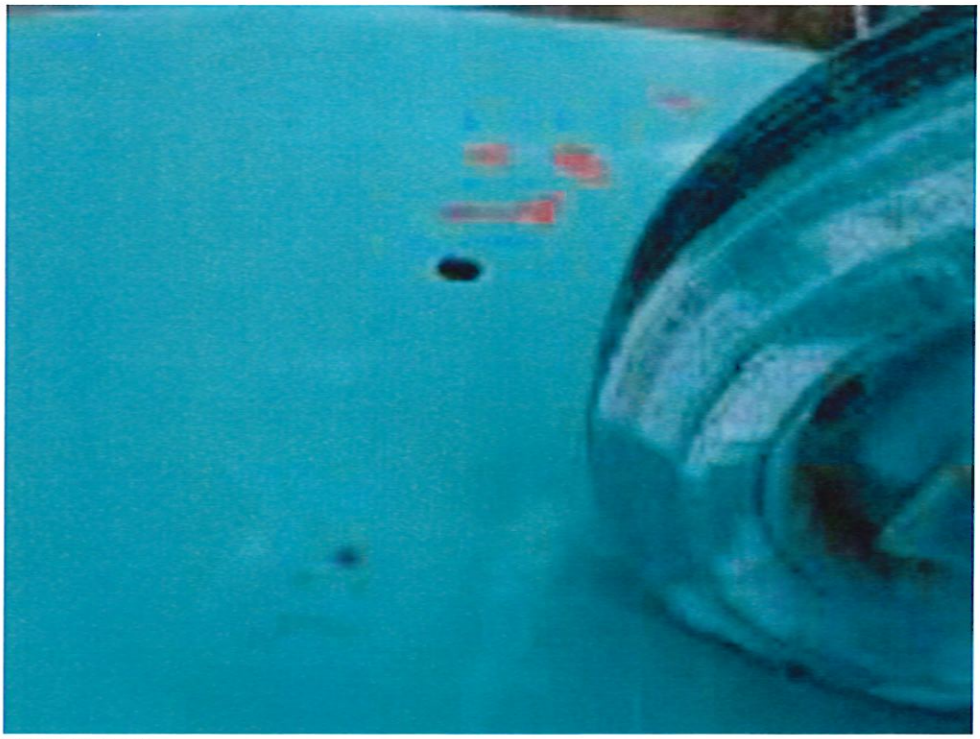
Current vent



Overflow screen



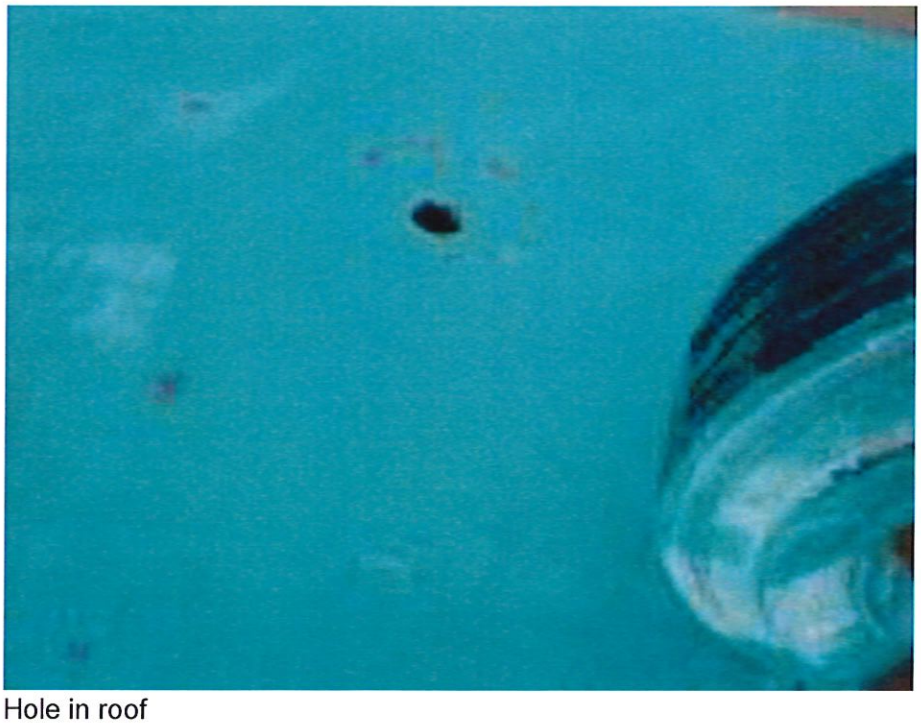
Current dome ladder



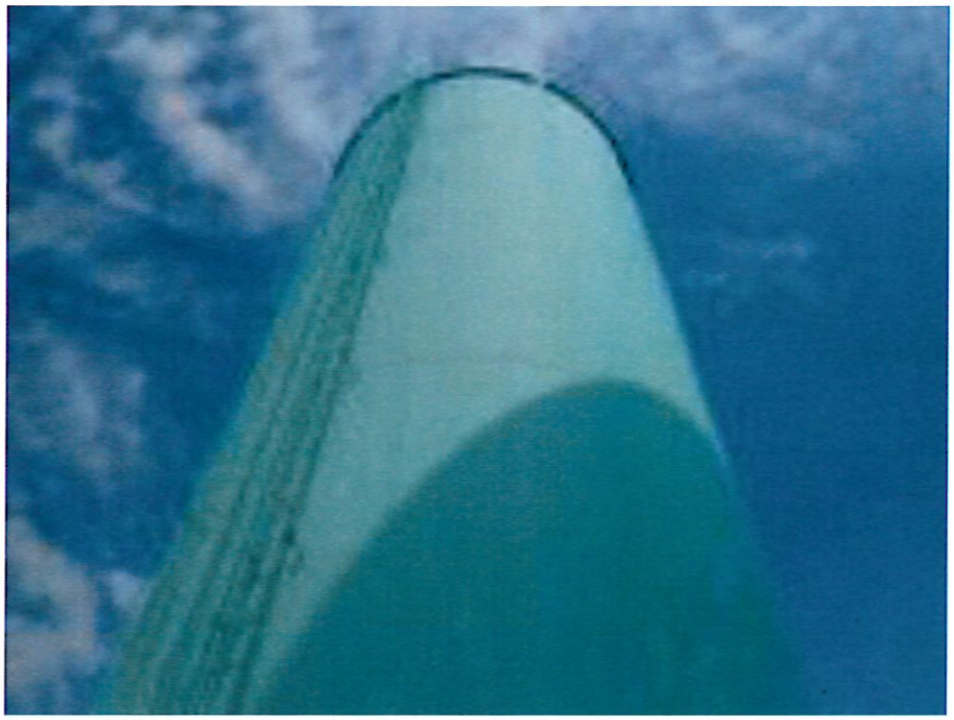
Hole in roof



Hole in roof



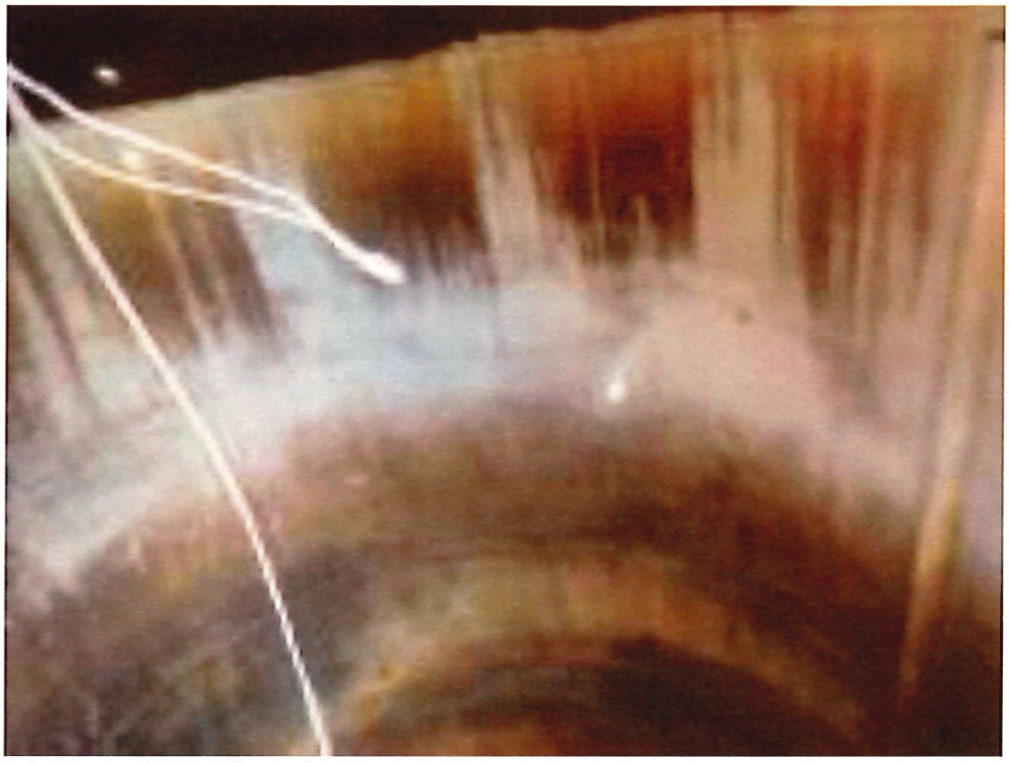
Hole in roof



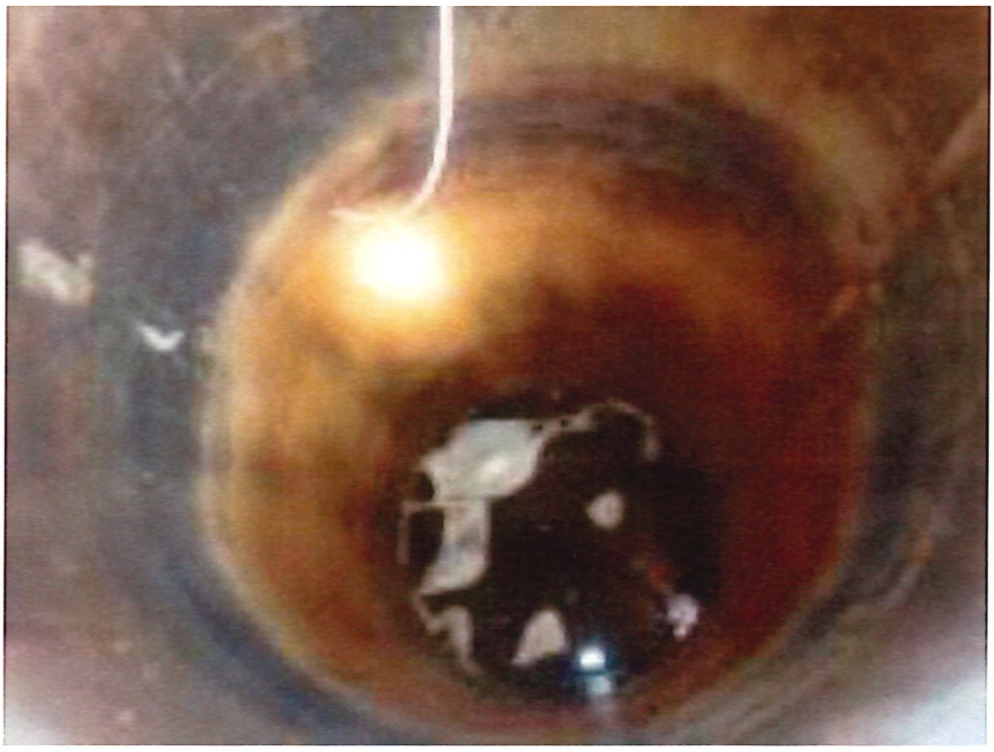
Exterior Ladder



Ladder cage



Interior and cathodic protection



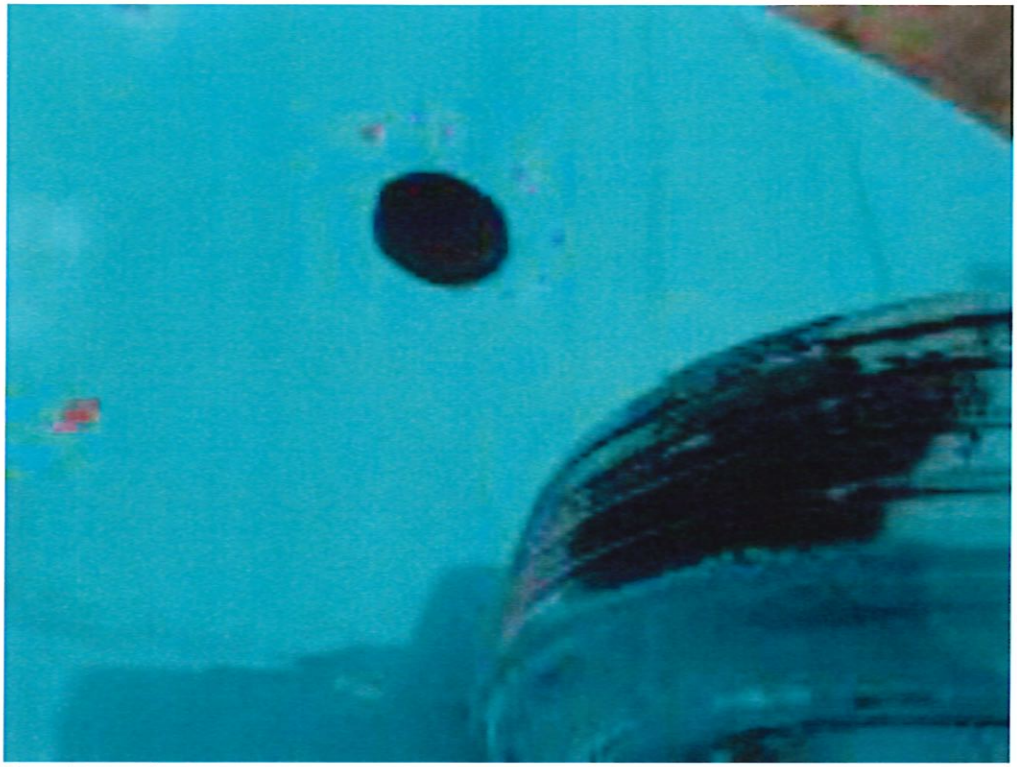
Interior



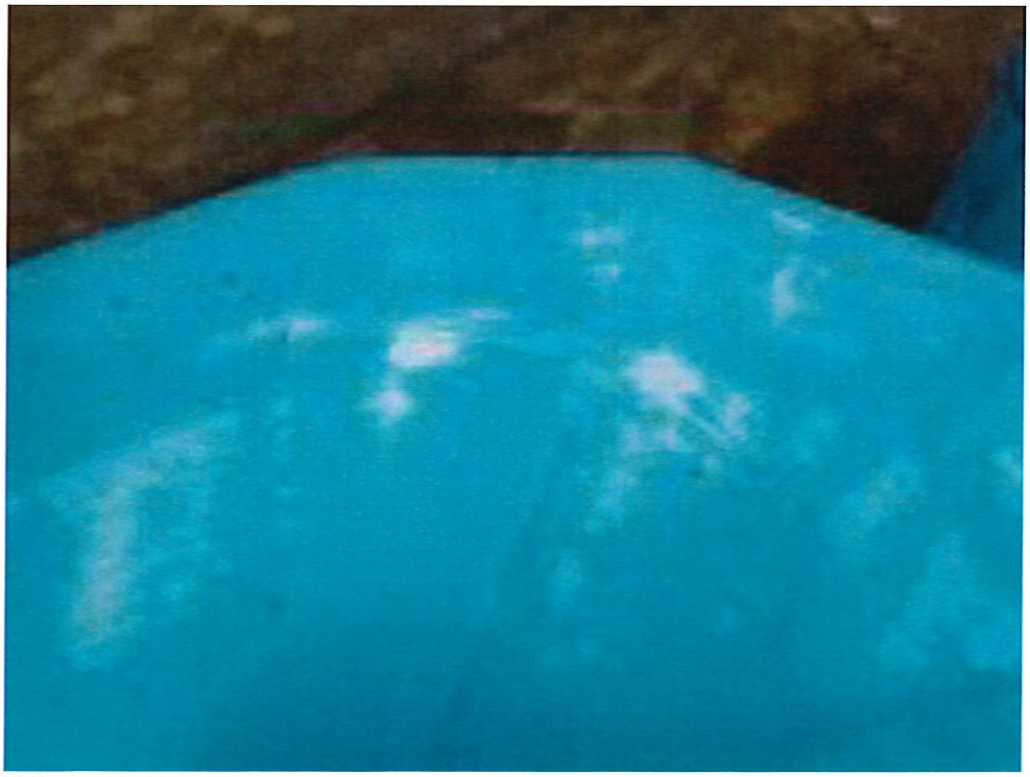
Interior sidewall



Roof hatch



Exterior roof



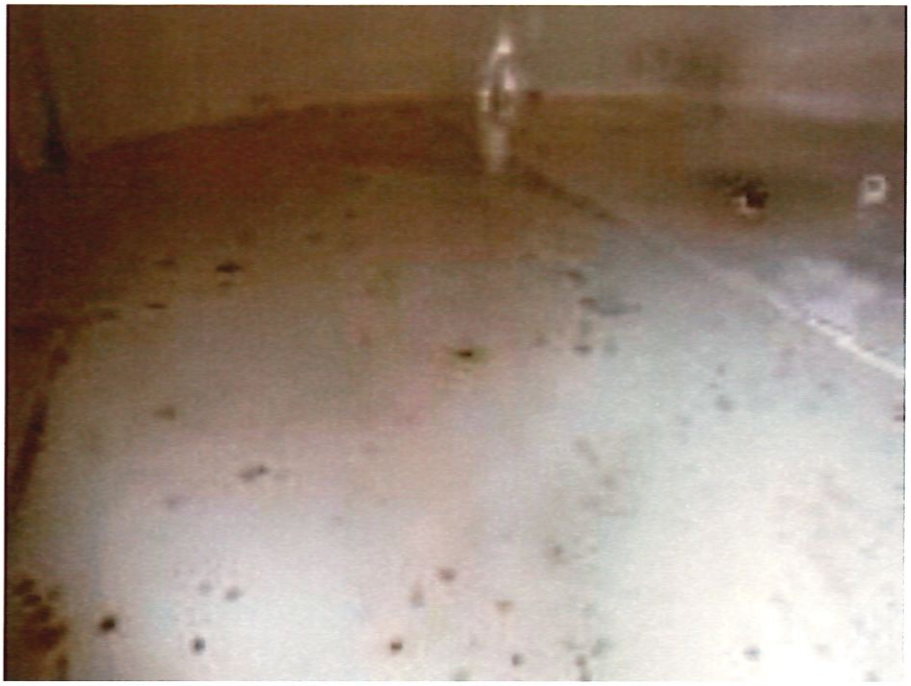
Exterior roof



Exterior Roof



Adhesion test



Tank floor after washout



Tank after washout

## Tank maintenance agreement

It is a one-year agreement that can be extended indefinitely. "YOU" have complete control either to stay in or cancel the program.

USG Water can never drop you as a customer except for non-payment.

The attached reflects the annual fee to maintain the water tower. The chart reflects inflation adjustments; inflation would be no more than a maximum of 5% per year will begin once the upfront renovation cost is paid and continues through the duration of the program.

## Pricing – Tower 1

| YEAR 1 | YEAR 2 | YEAR 3 | YEAR 4 | YEAR 5 | YEAR 6 | YEAR 7 | YEAR 8 | YEAR 9 | YEAR 10 |
|---|---|---|---|---|---|---|---|---|---|
| 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | 2033 | 2034 | 2035 |
| Ext./Int. Renovation<br>Needed Repairs<br>Emergency Services | Visual Inspection<br>Any Needed Repairs<br>Emergency Services | Washout Inspection<br>Any Needed Repairs<br>Emergency Services | Visual Inspection<br>Any Needed Repairs<br>Emergency Services | Washout Inspection<br>Any Needed Repairs<br>Emergency Services | Visual Inspection<br>Any Needed Repairs<br>Emergency Services | Washout Inspection<br>Any Needed Repairs<br>Emergency Services | Visual Inspection<br>Any Needed Repairs<br>Emergency Services | Washout Inspection<br>Any Needed Repairs<br>Emergency Services | Visual Inspection<br>Any Needed Repairs<br>Emergency Services |
| $36,956 | $36,956 | $36,956 | $36,956 | $7,835 | $8,112 | $8,399 | $8,697 | $9,004 | $9,2323 |

| YEAR 11 | YEAR 12 | YEAR 13 | YEAR 14 | YEAR 15 | YEAR 16 | YEAR 17 | YEAR 18 | YEAR 19 | YEAR 20 |
|---|---|---|---|---|---|---|---|---|---|
| 2036 | 2037 | 2038 | 2039 | 2040 | 2041 | 2042 | 2043 | 2044 | 2045 |
| Exterior Renovation<br>Needed Repairs<br>Emergency Services | Washout Inspection<br>Any Needed Repairs<br>Emergency Services | Visual Inspection<br>Any Needed Repairs<br>Emergency Services | Washout Inspection<br>Any Needed Repairs<br>Emergency Services | Visual Inspection<br>Any Needed Repairs<br>Emergency Services | Washout Inspection<br>Any Needed Repairs<br>Emergency Services | Visual Inspection<br>Any Needed Repairs<br>Emergency Services | Interior Renovation<br>Needed Repairs<br>Emergency Services | Visual Inspection<br>Any Needed Repairs<br>Emergency Services | Washout Inspection<br>Any Needed Repairs<br>Emergency Services |
| $9,559 | $9,897 | $10,248 | $10,610 | $10,985 | $11,374 | $11,777 | $12,194 | $12,626 | $13,073 |

USG WATER
SOLUTIONS

# Utility Service Co., Inc.

## Concrete Contract for Services

**Owner:** City of Hermosa, SD

**Asset Size/Name:** 33,000 Gallon GST – Underground Tank

**Location:** 550 Main Street, Hermosa, SD 57744

**Date Prepared:** August 24, 2026

535 Gen Courtney Hodges Blvd · P O Box 1350 · Perry, GA 31069
Toll-free: 855.526.4413 | Fax: 478.987.2991

## CONCRETE ASSET MAINTENANCE CONTRACT

This Concrete Asset Maintenance Contract (hereinafter, "the Contract") is entered into by and between the **City of Hermosa, whose business address is 230 Main Street PO Box 298, Hermosa, SD 57744**, (hereinafter, "the Owner") and Utility Service Co., Inc., whose business address is 535 General Courtney Hodges Boulevard, Post Office Box 1350, Perry, Georgia 31069 (hereinafter, "the Company"). The Owner and the Company shall be individually referred to herein as "a Party" or collectively referred to herein as "the Parties".

Therefore, in consideration of the mutual promises contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Owner and the Company, the Parties agree as follows:

1. **Company's Engagement and Responsibilities.** The Owner agrees to engage the Company to provide the professional services needed to service its **33,000** gallon concrete ground storage tank located at **550 Main Street, Hermosa, SD 57744** (hereinafter, "the Asset"). The services (collectively, "the Services") that the Company will provide include the following and as detailed in **Appendix B**:

   a. In Contract Years 4, 7, 10, and 13, after the Asset is drained by the Owner, the Company will clean the interior of the Asset and perform a condition assessment on the Asset (hereinafter "Washout Inspection"). During each Washout Inspection, the Asset will be cleaned to remove all mud, silt, and other accumulations from the interior of the Asset. After a Washout Inspection is completed, the interior of the Asset will be thoroughly inspected and disinfected prior to returning the Asset to service; however, the Owner is responsible for draining and filling the Asset and conducting any required testing of the water before returning the Asset to service.
   b. The Company will furnish the Owner with current certificates of insurance, which will summarize the Company's insurance coverage.

2. **Contract Price/Annual Fees. This is a 13-year term contract.** For the performance of the Services required by Section 1, the Owner shall pay the Company an Annual Fee (hereinafter, "Annual Fee") for each Contract Year of the Contract. See Attached Appendix A that sets forth the annual fees for Contract Years 1 through 13; said Appendix A is incorporated herein by reference. All applicable taxes are the responsibility of the Owner and are in addition to the stated costs and fees in this Contract.

3. **Payment Terms.** The Annual Fee for Contract **Year 1,** plus all applicable taxes, shall be due and payable **within ninety (90) days of the Owner's execution of the Contract. Each subsequent Annual Fee, plus all applicable taxes, shall be due and payable on the first day of each Contract Year thereafter.** If the Annual Fee, plus all applicable taxes, are not paid within ninety (90) days of the date of invoice, the Company may charge the Owner a late fee on unpaid balances and may also terminate or suspend Services under this Contract without notice. The late fee will be 1.5% per month.

4. **Changes or Delays to Services. For purposes of this Section 4, "Unreasonable Delay" shall mean the Owner's delay in releasing the Asset or making the Asset available to the Company for the performance of any of the Services described herein for a period of twenty-four (24)**


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**months following the Company's written request for release or access to the Asset.** In the event of Unreasonable Delay, the Company reserves the right to recover its reasonable costs related to the Unreasonable Delay, and the Owner agrees to negotiate with the Company in good faith to determine the amount of its reasonable costs caused by such Unreasonable Delay. Furthermore, the Owner hereby agrees that the Company can replace a Washout Inspection of the Asset with a visual inspection, remotely operated vehicle inspection ("ROV Inspection"), or unmanned aerial vehicle inspection ("UAV Inspection") at the Company's discretion, and such replacement does not constitute a modification of this Contract.

5. **Structure of Tank, Tank Site Conditions, and Modifications.**
   a. In providing the Services, the Company accepts the Tank based upon its existing structure and components as of the Effective Date.
   b. ***Any modifications to the Tank after the Effective Date, including antenna installations, shall first be approved by the Company (prior to installation) and may warrant an increase in the Annual Fees.***
   c. Changes in the condition of the Tank Site and/or any adjoining properties (e.g., construction of a mall next to the Tank Site which significantly increases the risk of overspray claims, etc.) following the Effective Date, which cause an increase in the Company's cost in delivering the Services, will be just cause for an equitable adjustment of the Annual Fees in this Contract.

6. **Environmental, Health, Safety, Labor, or Industry Requirements.** The Owner hereby agrees that the promulgation of, enactment of, or modification to any environmental, health, safety, or labor laws, regulations, orders, or ordinances (e.g., EPA or OSHA regulations or standards) following the Effective Date of this Contract, which cause an increase in the cost of the maintenance of the Asset, will be just cause for an equitable adjustment of the Annual Fees in this Contract. Furthermore, modifications to industry requirement(s) including, but not limited to, standard(s) or other guidance documents issued by the American Water Works Association, National Sanitary Foundation, and the Association for Materials Protection and Performance, which cause an increase in the cost of the maintenance of the Asset, will be just cause for an equitable adjustment of the Annual Fees in this Contract. Said equitable adjustment of the Annual Fees in this Contract will reasonably reflect the increased cost of the Services with newly negotiated Annual Fee(s).

7. **Excluded Items.** This Contract does NOT include the cost for and/or liability on the part of the Company for: (i) containment or lead abatement of the Asset at any time during the term of the Contract; (ii) disposal of any hazardous waste materials; (iii) resolution of operational problems or structural damage due to cold weather; (iv) repair of structural damage due to antenna installations or other attachments for which the Asset was not originally designed; (v) resolution of operational problems or repair of structural damage or site damage caused by physical conditions below the surface of the ground; (vi) negligent acts of Owner's employees, agents or contractors; (vii) damages, whether foreseen or unforeseen, caused by the Owner's use of pressure relief valves; (viii) repairs to the foundation of the Asset; (ix) any latent defects or inaccessible areas of the Asset or its components; (x) any repairs or improvements necessary for the Asset or Asset site that arise from or are caused by voids in concrete; (xi) environmental controls, including dehumidification and auxiliary heating, are not included; (xii) the maintenance, repair or replacement of any electrical components (to include any lighting); (xii) the maintenance, repair or replacement of fill lines, insulation, and/or frost jackets; (xiv) the maintenance, repair, or replacement of piping of any kind below ground level; and (xv) other conditions which are beyond the Owner's and Company's control, including, but not limited to: acts of God and acts of terrorism. Acts of God include, but are not limited to, any damage to the Asset or Asset Site which is caused by seismic activity, hurricanes, and/or tornadoes. Acts of terrorism include, but are not limited to,


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any damage to the Asset or Asset Site which results from an unauthorized entry of any kind to the Asset or Asset Site.

**8. Force Majeure.** If the Company is prevented from performing any of its duties or obligations hereunder (other than duties or obligations with respect to payment) in a timely manner by reason of act of God or force majeure such as: (i) fire, (ii) war, (iii) earthquake, (iv) strike, (v) lock-out, (vi) labor dispute, (vii) flood, (viii) public disaster, (ix) pandemic or epidemic event (including COVID-19), (x) interruptions or delays in reasonably available means of transportation, (xi) acts of any government or its agencies or officers, or any order, regulation, or ruling thereof, to include tariffs, (xii) equipment or technical malfunctions or failures, (xiii) power failures or interruptions, (xiv) supply chain disruptions, or (xv) any other reason beyond its reasonable control, such condition shall be deemed to be a valid excuse for delay of performance or for nonperformance of any such duty or obligation for the period during which such condition exists.

**9. Termination. This Contract is an annual contract that shall automatically renew on an annual basis for successive Contract Years for the thirteen (13) year term so long as:** (i) the Owner pays each Annual Fee to the Company in accordance with the terms herein and (ii) does not terminate the Contract pursuant to the terms of this Section. This Contract is subject to termination by the Owner only at the end of the then-current Contract Year if written notice of intent to terminate is received by the Company at least ninety (90) days prior to the first day of the upcoming Contract Year. If the notice of intent to terminate is not received at least ninety (90) days prior to the first day of the upcoming Contract Year, this Contract shall renew for an additional Contract Year and expire at the end of the upcoming Contract Year. In such an event, the Owner agrees that it shall be responsible to pay the Annual Fee for the upcoming Contract Year. The notice of intent to terminate must be sent by certified mail, with return receipt requested, to Utility Service Co., Inc., Attention: Customer Service, Post Office Box 1350, Perry, Georgia 31069, and signed by three (3) authorized voting officials of the Owner's governing body (e.g., commission or council). Notice of intent to terminate cannot be delivered electronically or verbally (e.g., email, text, phone call, etc.). The Owner acknowledges and agrees that the Company has advanced Services to the Owner, and the Company has not received full payment for the Services previously performed.

**10. Assignment.** The Owner may not assign or otherwise transfer all or any of its interest under this Contract without the prior written consent of the Company. If the Company agrees to the assignment, the Owner shall remain responsible under this Contract, until its assignee assumes in full and in writing all of the obligations of the Owner under this Contract. Any attempted assignment by Owner in violation of this provision will be void and of no effect.

**11. Indemnification. THE COMPANY AGREES TO INDEMNIFY THE OWNER AND HOLD THE OWNER HARMLESS FROM CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY BY REASON OF AND TO THE EXTENT OF ANY NEGLIGENT ACT OF THE COMPANY OR ITS SUBCONTRACTORS, AGENTS, OR EMPLOYEES. IN TURN, THE OWNER AGREES TO INDEMNIFY THE COMPANY AND HOLD THE COMPANY HARMLESS FROM CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY BY REASON OF AND TO THE EXTENT OF ANY NEGLIGENT ACT OF THE OWNER OR ITS CONTRACTORS, AGENTS, OR EMPLOYEES.**

**12. Assignment of Receivables.** The Company reserves the right to assign any outstanding receivables from this Contract to its Bank or other Lending Institutions as collateral for any loans or lines of credit.


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**13. Miscellaneous Items.** No modifications, amendments, or alterations of this Contract may be made except in writing signed by all the parties to this Contract. No failure or delay on the part of any party hereto in exercising any power or right hereunder shall operate as a waiver thereof. The parties expressly warrant that the individuals who sign below are authorized to bind them.

**14. Visual Inspection Disclaimer.** This Contract is based upon a visual inspection of the Asset. The Owner and the Company hereby acknowledge and agree that a visual inspection is intended to assess the condition of the Asset for all patent defects. If latent defects are identified once the Asset has been drained for repairs, the Owner agrees and acknowledges that the Company shall not be responsible to repair the latent defects unless the Owner and the Company renegotiate the annual fees. If profile of interior concrete substrate is found to be greater than CSP 5 per the International Concrete Repair Institute (ICRI), then the Company is entitled to compensation for this item. Further, at the time of renovation concrete interior will be further tested for pH, adhesion strength, moisture vapor transmission (MVT), relative humidity, etc., and if defects are found to be substantial, then the contract will either be voided (3% of UR will be owed the Company for mobilization and testing) or the Owner and the Company will negotiate a change order for the unforeseen repairs.

**15. Excessive Inflation.** In the event that the aggregate of the Annual Inflation Rates (defined hereinbelow) established for two (2) consecutive calendar years during the term of this Contract exceeds 12% in total, the Owner and the Company agree to renegotiate the Annual Fees and increase the Annual Fees throughout the remaining term of the Contract to compensate the Company for the excessive inflation. For purposes of this provision, the "Annual Inflation Rate" for each calendar year shall be established by the *Engineering News Report – Construction Cost Index ("ENR-CCI")*. In the event that the ENR-CCI index is discontinued, the Owner and the Company will negotiate and agree to an alternative index or methodology to address the excessive inflation. For illustrative purposes, if a Contract is executed in 2022, the first equitable adjustment could not be made until both the 2023 inflation rate and the 2024 inflation rate have been established. If the annual inflation rates for 2023 and 2024 are 5.0% and 7.1%, respectively, the Owner and the Company agree to renegotiate the current year's Annual Fee as well as the remaining Annual Fees for the remainder of the term of the Contract to address the excessive inflation.

**16. Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same Agreement. The Parties may utilize electronic means (including facsimile and e-mail) to execute and transmit the Agreement and all such electronically executed and/or transmitted copies of the Agreement shall be deemed as valid as originals.

**19. Entire Agreement.** This Contract constitutes the entire agreement of the parties and supersedes all prior communications, understandings, and agreement relating to the subject matter hereof, whether oral or written.


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This Contract is executed and effective as of the date last signed by the parties below.

| OWNER: | COMPANY: |
|---|---|
| **City of Hermosa** | **Utility Service Co., Inc.** |
| By: _____ | By: _____ |
| Title: _____ | Title: National Director of Operations |
| Print Name: _____ | Print Name: Bradley Winkeler, P.E. |
| Date: _____ | Date: August 25, 2026 |
| Witness: _____ | Witness: _____ |
| **Seal:** | **Seal:** |


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# Appendix A

## Schedule of Work and Fees

| Year | 2026 | 2027 | 2028 | 2029 |
|---|---|---|---|---|
| Scope of Work | No Work | No Work | No Work | Interior Washout |
| Annual Fee | $ 0.00 | $ 0.00 | $ 0.00 | $ 4,259 |

| 2030 | 2031 | 2032 | 2033 | 2034 | 2035 |
|---|---|---|---|---|---|
| No Work | No Work | Interior Washout | No Work | No Work | Interior Washout |
| $ 0.00 | $ 0.00 | $ 4,728 | $ 0.00 | $ 0.00 | $ 5,248 |

| 2036 | 2037 | 2038 | | | |
|---|---|---|---|---|---|
| No Work | No Work | Interior Washout | | | |
| $ 0.00 | $ 0.00 | $ 5,825 | | | |


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# Appendix B

# Specifications

***Washout:***

- A date shall be coordinated by both parties for the Owner to provide access to the Asset.
- Owner shall isolate Asset using existing standard operating procedures.
- Owner shall fully drain Asset prior to entry.
- Washout includes the walls, and floor only. Walls are to be cleaned within the reachable area (approximately 10'H) without the use of scaffolding or any rigging. Areas above reachable height and ceiling of Asset are excluded.
- Perform washout of Asset with allowance for one (1) crew day and 3" depth of soft sediment on the Asset floor. Pricing is based upon:
    - Off-site disposal is not included in this proposal.
    - Wash-water and sediment will be disposed of through on-site drainage within a 150' distance from the Asset. Drainage will not be screened or sediment removed using a sediment trap or other sedimentation controls.
    - Owner shall be responsible for dechlorination of the discharge water, if required.
    - Any remaining solids within the Asset will not be removed. No vactor truck or any other removal equipment is included in this proposal to remove any solids that cannot be removed through normal flushing and rinsing of the Asset.
    - If it is deemed necessary to use a vacuum truck to remove solids within the Asset, then all costs incurred in renting the necessary equipment plus margin will be added to the contract through the execution of an authorized change order.
- Excludes any hard scale (calcium, lime etc. deposits) built-up within the Asset.
- Spray disinfection of the Asset walls, floor and ceiling in accordance with AWWA C652 Method 2 (Contact Method) after completion of washout.
- The Asset will be inspected to assess the sanitary, safety, structural, security, and coatings conditions, if present.
- A comprehensive written report with color digital photographs will be submitted detailing the condition of the Asset. A representative of Utility Service Co Inc will schedule a date with the Owner to present the report and findings.
- Additional work effort: If the WO time or sludge depth is greater than the above allowance, a price of $2,905 per crew day until sludge is completely removed.
- Should off-site disposal be necessary, all disposal costs plus margin will be charged via a Change Order.
- If special or upgraded equipment is required to facilitate removal of access sludge, change order may include rental equipment fees plus a 25% margin.

**NOTES/EXCLUSIONS:**

- Specialized goods and services are being rendered as part of this Scope of Work. Due to subcontractor and/or supplier requirements, pricing may fluctuate due to current market conditions.
- Utility Service Co., Inc. reserves the right to request a change order due to unforeseen market conditions that increase the cost of the goods or services provided by suppliers or subcontractors.
- Should crack injection repair be necessary to complete the agreed upon SOW, a price per kit of $339 and a daily crew rate of $1,017 will be used to calculate and issue a change order.
- Should spall repair be necessary to complete the agreed upon SOW, a price per CUFT of $102 and a daily crew rate of $1,017 will be used to calculate and issue a change order.


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- For all repair items charged on a per day rate, time starts when crews leave the Service Center.
- Owner shall isolate and drain the Asset prior to renovation operations.
- Owner shall provide that no moisture or water is entering the Asset during renovation operations.
- Interior disinfection of Asset walls, floor, and ceiling in accordance with AWWA C652/C653 (Contact Spray Method) is included. Owner shall perform any testing and return of Asset back to service.
- Owner must supply water and power within 150' of Asset.
- Bonds are not included.
- Lead and / or Asbestos abatement of any kind is not included.
- USCI is not responsible for differing, latent or hidden conditions, including weather.
- In the event of a different or unknown problem, UCSI will be entitled to equitable adjustment in price and time to compensate for additional costs.
- All work is expected to occur during acceptable weather and/or seasonal times. Environmental controls, including dehumidification and auxiliary heating, are not included. Any environmental controls needed will be charged at cost +15%.
- If latent defects are identified once the Asset has been drained for repairs, the Owner agrees and acknowledges that the Company shall not be responsible to repair the latent defects unless the Owner and the Company renegotiate pricing.
- Pressure washing and surface preparation may remove efflorescence and/or latent material, potentially exposing active leaks.
- In all cases, clerical and/or typographical errors are subject to correction.


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11G

# TOWN OF HERMOSA
# ORDINANCE 2.079

## AN ORDINANCE APPROPRIATING FUNDS FOR THE FISCAL YEAR 2027

### SECTION ONE:

Be it ordained by the Town of Hermosa that the following sums are appropriated to meet the financial needs of the municipality for the fiscal year 2026.

| REVENUE | General | Water | Sewer | BBB Funds | FEMA Funds | |
|---|---|---|---|---|---|---|
| **General Government** | | | | | | |
| Sales Tax | $305,000.00 | | | $20,000.00 | | |
| Property Tax | $76,000.00 | | | | | |
| Other Misc. Tax | $150.00 | | | | | |
| Licenses | $2,500.00 | | | | | |
| Permits | $3,000.00 | | | | | |
| State Shared | $4,600.00 | | | | | |
| County Shared | $12,500.00 | | | | | |
| Animal License | $1,000.00 | | | | | |
| Interest, Misc, Donations | $11,000.00 | | | | | |
| Rentals | $3,000.00 | | | | | |
| Liquor Operating | $20,900.00 | | | | | |
| Garbage Collection | $56,000.00 | | | | | |
| Retained Earnings | | | | | $ 250,000.00 | |
| **Water Department** | | | | | | |
| Permits | | | | | | |
| Operating Revenue | | $200,000.00 | | | | |
| Surcharge Revenue | | $4,600.00 | | | | |
| Misc. Revenue | | $6,000.00 | | | | |
| Transfer In | | | | | | |
| **Sewer Department** | | | | | | |
| Permits | | | | | | |
| Operating Revenue | | | $125,000.00 | | | |
| Surcharge Revenue | | | $85,600.00 | | | |
| Misc. Revenue | | | 1000 | | | |
| Grants/Loans | | | | | | |
| Transfer In | | | | | | |
| **Debt Service** | | | | | | |
| Tax Increment Financing District: | | | | | | |
| Property Tax | | | | | | |
| Penalty/Int/Other Taxes | | | | | | |
| Unassigned Fund Balance | | | | | | |
| | $495,650.00 | $210,600.00 | $211,600.00 | $20,000.00 | $250,000.00 | $1,187,850 |

### SECTION TWO:

The following designates the fund or funds to which the money derived from the following sources is applied.

| EXPENDITURES | General | Water | Sewer | BBB Funds | FEMA Funds |
|---|---|---|---|---|---|

| | | | | | | |
|---|---|---|---|---|---|---|
| **General Government** | | | | | | |
| Town Board | $41,107.00 | | | | | |
| Contingency Funds | $49,565.00 | | | | | |
| Election Board | $4,120.00 | | | | | |
| Planning & Zoning | $13,600.00 | | | | | |
| Finance Office/Administration | $133,865.00 | | | | | |
| Street Department | $100,928.00 | | | | | |
| Garbage Collection | $61,500.00 | | | | | |
| **Public Safety** | | | | | | |
| Law Enforcement | $11,135.00 | | | | | |
| **Professional Fees** | | | | | | |
| Attorney | $40,000.00 | | | | | |
| Engineer | $25,000.00 | | | | | |
| Building Inspector | $1,000.00 | | | | | |
| Govt Buildings | $13,830.00 | | | | | |
| Transfer Out | | | | | | |
| **Misc. Expenses** | | | | | | |
| Charitable Donations | | | | | | |
| Capital Outlay Expense – land | | | | | | |
| Transfer Out | | | | | | |
| **Water Department** | | | | | | |
| Water Expenses | | $210,600.00 | | | | |
| Capital Improvement Expenses | | | | | | |
| Transfer Out | | | | | | |
| **Sewer Department** | | | | | | |
| Sewer Expenses | | | $211,600.00 | | | |
| Capital Improvement Expenses | | | | | | |
| Transfer Out | | | | | | |
| **Debt Service** | | | | | | |
| Hermosa Administration Expense | | | | | | |
| Capital Improvement Expenses | | | | | | |
| **Debt Retirement Fund** | | | | | | |
| Rural Development Water Project | | | | | | |
| SRF Loan | | | | | | |
| TIF Water/Sewer Loans | | | | | | |
| Rural Development DOT Main St. | | | | | | |
| Lagoon Land Purchase | | | | | | |
| **Reserves** | | | | | | |
| Reserves for Issued Debt | | | | | | |
| Contingency Funds / Reinvest | | | | | | |
| | | | | | | |
| **FEMA Fund** | | | | | | |
| Fema Expenses | | | | | $ 250,000.00 | |
| | | | | | | |
| **Gross Receipts** | | | | | | |
| Promotional Expenses | | | | $20,000.00 | | |
| | $495,650.00 | $210,600.00 | $211,600.00 | $20,000.00 | $250,000.00 | $1,187,850 |

**SECTION THREE:**

That there is hereby levied upon all taxable property within the Town of Hermosa, for the fiscal year 2025, a tax sufficient to raise the following funds, to-wit:

| | |
|---|---|
| For the General Fund | $ 76,000.00 |
| Total Levy | $ 76,000.00 |

**SECTION FOUR:**

The Town Finance Officer is hereby authorized and directed to certify said tax levy to the Custer County Auditor of Custer County, State of South Dakota, to the end that the same may be spread and assessed as provided by law.

Dated this 1st day of September 2025.

ATTEST:

_____

Terri Cornelison, Finance Officer

(SEAL)

First Reading: September 8, 2026
Second Reading:
Publication:

Published once at the approximate cost of _____.
Vote:
Kramer -
Ferguson -
Serviss -
Matheny -
Miller -

12A

# Claims for approval 09-08-2026

| VENDOR | REFERENCE | AMOUNT |
|---|---|---|
| A & B BUSINESS EQUIPMENT INC. | MONTHLY PRINTER/FAX FEE | $ 581.15 |
| ALL ASPECTS INC. | SURVEY WORK FOR WATER TANKS (BOT APPROVED 7-20-260 | $ 3,530.00 |
| BANK WEST | MONTHLY PAYROLL ACH FEE/AP ACH FEE | $ 40.00 |
| BANK WEST CREDIT CARD SERVICES | WATER TANK PARTS-HOSE/FUEL TANK/ADAPTERS/PIPE-ADOBE/CANDY | $ 1,605.91 |
| BLACK HILLS ELECTRIC COOP | ELECTRIC UTILITIES - GENERAL/STREETS/WATER/SEWER | $ 4,325.93 |
| CONIFER CONSTRUCTION | REIMBURSE INTERNET SERVICE MONTHLY FEE JUNE/JULY/AUGUST | $ 621.00 |
| CONNIE LEIMER | TWO TRAPPED CATS -SPAY/NEUTER, REIMBURSE SAFETY VESTS | $ 90.11 |
| CUSTER COUNTY AUDITOR | COMBINED ELECTION COST SHARE | $ 724.33 |
| RURAL DEVELOPMENT LOAN 1 | RD1 LOAN PRINCIPAL AND INTEREST | $ 1,278.00 |
| RURAL DEVELOPMENT LOAN 2 | RD2 LOAN PRINCIPAL AND INTEREST | $ 417.00 |
| RURAL DEVELOPMENT LOAN 3 | RD3 LOAN PRINCIPAL AND INTEREST | $ 222.00 |
| SD PUBLIC ASSURANCE ALLIANCE | ADDITION OF NORTH WATER TOWN TO TOWN PROPERTY INSURANCE | $ 1,135.89 |
| USG WATER SOLUTIONS | WASHOUT 40,000 GROUND STORAGE AND 33,000 UNDERGROUND TANK | $ 1,850.00 |
| **Accounts Payable Total** | | **$ 16,421.32** |
| | | |
| | | |
| | | |
| Payroll Related: Paid 08/31/2026 | | |
| | Legislative, Financial Administration, Govt Blds | $ 4,069.23 |
| | Promoting City/BBB | $ 63.83 |
| | Water | $ 301.20 |
| | Sewer | $ 126.29 |
| HEALTHY EQUITY | HSA | $ 62.50 |
| HEALTH POOL OF SOUTH DAKOTA | HSA Health Plan for Finance Officer | $ 875.96 |
| SOUTH DAKOTA RETIREMENT | SDRS | $ 806.72 |
| EFTPS-ELECTRONIC FEDERAL TAX | FED/FICA TAX | $ 1,173.42 |
| NATIONAL INSURANCE SERVICES | Life Insurance | $ 10.00 |
| **Payroll Total** | | **$ 7,489.15** |
| | | |
| ***** REPORT TOTAL ***** | | **$ 23,910.47** |

CLAIMS FROM 8-18-2026 BOT MEETING NOT APPROVED:

| | | |
|---|---|---|
| ATAC | ENGINEERING HERMOSA DW PROJECT - JULY - 2 HOURS @ $180/HR | $ 360.00 |
| ATC | WATER OPERATIONS CONTRACT - JULY HOURS | $ 12,180.00 |
| ATAC | WASTEWATER OPERATIONS CONTRACT - JULY HOURS | $ 1,940.00 |
| ATAC | NORTH WATER TANK ENGINEERING FEES - JULY - 1 HOUR | $ 180.00 |
| ATAC | BUILDING OFFICIAL - 1 HOUR - JULY 2026 | $ 130.00 |
| ATAC | PLANNER - JULY 2026 - 6 HOURS @ $130/HR | $ 780.00 |
| | TOTAL | $ 15,570.00 |
| | NEW TOTAL | **$ 39,480.47** |

| VENDOR NAME | REFERENCE | AMOUNT | VENDOR TOTAL | CHECK# | CHECK DATE |
|---|---|---|---|---|---|
| A & B BUSINESS EQUIPMENT INC | MONTHLY PRINTER/FAX FEE | 581.15 | | 961 | 9/01/26 |
| A & B BUSINESS EQUIPMENT INC | MONTHLY PRINTER/FAX FEE | | 581.15 | | |
| ALL ASPECTS INC | SURVEY WORK WATER TANKS | | 3,530.00 | 968 | 8/25/26 |
| BANK WEST | MONTHLY PAYROLL ACH FEE | | 40.00 | 962 | 8/31/26 |
| BANKWEST CARDMEMBER SERVS | WATER HOSE ASSEMBLY/CAM/CAP | | 1,605.91 | 963 | 9/01/26 |
| BLACK HILLS ELECTRIC COOP.,Inc | ELECTRIC UTILITIES-WATER | | 4,325.93 | 964 | 9/01/26 |
| CONIFER CONSTRUCTION LLC | INTERNET WATER TOWERS/WELL | 621.00 | | 970 | 9/01/26 |
| CONIFER CONSTRUCTION LLC | REIMBURSE INTERNET AT WELL/WW | | 621.00 | | |
| CONNIE LEIMER | TWO TRAPPED CATS SPAY/NEUTER | | 90.11 | 18723 | 9/01/26 |
| Custer County Auditor | PRECINCT WORKERS WAGES | | 724.33 | 18724 | 9/01/26 |
| DANR | NDPES SURFACE WATER FEE | | | | |
| EFTPS-Electronic Federal Tax | FED/FICA TAX | | 1,173.42 | 958 | 8/31/26 |
| HEALTH EQUITY | HSA | | 62.50 | 960 | 8/31/26 |
| HEALTH POOL OF SOUTH DAKOTA | FO SINGLE HSA HEALTH PLAN | | 875.96 | 18725 | 9/01/26 |
| NATIONAL INSURANCE SERVICES | LIFE INS | | 10.00 | 18722 | 8/31/26 |
| RURAL DEVELOPMENT | RD1 LOAN-AUGUST 2026 INTEREST | 1,278.00 | | 965 | 8/25/26 |
| RURAL DEVELOPMENT | RD2 LOAN-AUG 2026 INTEREST | 417.00 | | 966 | 8/25/26 |
| RURAL DEVELOPMENT | RD3 LOAN-AUG 2026 INTEREST | 222.00 | | 967 | 8/25/26 |
| RURAL DEVELOPMENT | RD1 LOAN-AUGUST INT/PRINCIPAL | | 1,917.00 | | |
| SD PUBLIC ASSURANCE ALLIANCE | ADD NORTH WATER TOWER PROP INS | | 1,135.89 | 18726 | 9/01/26 |
| SOUTH DAKOTA RETIREMENT SYSTEM | SDRS | | 806.72 | 959 | 8/31/26 |
| USG WATER SOLUTIONS | WASHOUT 40,000 GROUND TANK AND | | 1,850.00 | 18727 | 9/01/26 |
| | Accounts Payable Total | | 19,349.92 | | |
| | Utility Refund Checks | | | | |
| | Refund Checks Total | | | | |
| Payroll Checks | | | | | |
| 101 | GENERAL | | 4,069.23 | | |
| 211 | BBB GROSS RECIPTS TAX | | 63.83 | | |
| 602 | WATER | | 301.20 | | |
| 604 | SEWER | | 126.29 | | |
| | Total Paid On: 8/31/26 | | 4,560.55 | | |
| | Total Payroll Paid | | 4,560.55 | | |
| | Report Total | | 23,910.47 | | |

# CLAIMS REPORT
## CLAIMS FUND SUMMARY

| FUND | NAME | AMOUNT |
|---|---|---|
| 101 | GENERAL | 10,498.36 |
| 211 | BBB GROSS RECIPTS TAX | 184.10 |
| 602 | WATER | 11,954.01 |
| 604 | SEWER | 1,274.00 |
| | TOTAL FUNDS | 23,910.47 |

13A

**DEPARTMENT of AGRICULTURE**

**and NATURAL RESOURCES**

221 MALL DRIVE, SUITE #201

RAPID CITY SD 57701

danr.sd.gov

August 28, 2026

Al Sage
Town of Hermosa
PO Box 298
Hermosa, SD 57744
SENT VIA EMAIL ONLY TO terri@hermosasd.com AND sagewaterworks100@gmail.com

RE: DBP Sampling for Hermosa-Old System (EPA ID 0154)

Dear Al Sage

The Drinking Water Program has received results of your Stage 2 Disinfection By-Products (DBP) sample dated August 10, 2026. The system is in compliance with the maximum contaminant levels for the Stage 2 DBP rule. The regulations require that the results of the compliance monitoring be kept on file for at least ten years.

The TTHM and HAA5 test results allow the system to remain on a reduced monitoring frequency. The system will be required to sample once every three years at the approved sampling location.

The sample was not collected at the approved sample location of 220 Ferguson Street. If you need to update the sample site plan, please contact Erin Fagnan via email with the location of the oldest water age in the distribution system.

**Your next DBP sample is due between August 1 and September 30, 2029.**

Thank you for your interest in maintaining a safe water supply for your community. If you have any questions about this matter, please email or call me at my direct phone line listed below.

Sincerely,

Erin Fagnan

Erin Fagnan
Drinking Water Program
(605) 910-4953

cy: Terri Cornelison, Finance Officer

# CUSTER COUNTY SHERIFF'S OFFICE

SHERIFF DERRICK REIFENRATH
420 Mt Rushmore Road, Custer, South Dakota, 57730
Phone: (605) 673-8146 Fax: (605)673-8154

Hermosa August 2026 - CFS's

Printed on September 3, 2026

| CFS Date/Time | CFS # | Case Number | Code | Code : Description | Outstanding Required Forms<br>Cross Streets<br>Outstanding Required Forms<br>Zone |
|---|---|---|---|---|---|
| 08/01/26 03:02:31 | CFS2606151 | | EXT | EXT : Extra Patrol | 21A17<br>HERMOSA<br>HERMOSA |
| 08/03/26 11:58:32 | CFS2606244 | | VEHABND | VEHABND : Abandoned | 21A1<br>HERMOSA<br>HERMOSA |
| 08/03/26 17:27:13 | CFS2606256 | | SUICTHRT | SUICTHRT : Suicide | W MAIN ST (92.2 feet)<br>21A3<br>HERMOSA<br>HERMOSA |
| 08/04/26 04:41:18 | CFS2606269 | | EXT | EXT : Extra Patrol | FERGUSON ST (226.2<br>21A12<br>HERMOSA<br>HERMOSA |
| 08/04/26 13:36:33 | CFS2606281 | | EXT | EXT : Extra Patrol | 21A7<br>HERMOSA<br>HERMOSA |



16A

| CFS Date/Time | CFS # | Case Number | Code | Code : Description | Outstanding Required Forms<br>Cross Streets<br>Outstanding Required Forms<br>Zone |
|---|---|---|---|---|---|
| 08/05/26 11:06:44 | CFS2606304 | | EXT | EXT : Extra Patrol | 21A7<br>HERMOSA<br>HERMOSA |
| 08/05/26 15:17:11 | CFS2606313 | | EXT | EXT : Extra Patrol | 21A10<br>HERMOSA<br>HERMOSA |
| 08/05/26 16:58:16 | CFS2606316 | | TRAFFCOMP | TRAFFCOMP : Traffic | INGALLS BLVD (49.7<br>21A7<br>HERMOSA<br>HERMOSA |
| 08/05/26 17:50:40 | CFS2606320 | | EXT | EXT : Extra Patrol | 21A7<br>HERMOSA<br>HERMOSA |
| 08/05/26 20:46:26 | CFS2606330 | | PERSUSP | PERSUSP : Suspicious | 21A11<br>HERMOSA<br>HERMOSA<br>N 2ND ST (0.1 miles) |
| 08/05/26 23:50:30 | CFS2606338 | | EXT | EXT : Extra Patrol | 21A11<br>HERMOSA<br>HERMOSA<br>N 2ND ST (0.1 miles) |
| 08/06/26 10:34:45 | CFS2606347 | | EXT | EXT : Extra Patrol | 21A7<br>HERMOSA<br>HERMOSA |

| CFS Date/Time | CFS # | Case Number | Code | Code : Description | Outstanding Required Forms<br>Cross Streets<br>Outstanding Required Forms<br>Zone |
|---|---|---|---|---|---|
| 08/07/26 10:35:04 | CFS2606395 | | EXT | EXT : Extra Patrol | 21A7<br>HERMOSA<br>HERMOSA |
| 08/07/26 11:11:15 | CFS2606396 | | EXT | EXT : Extra Patrol | 21A7<br>HERMOSA<br>HERMOSA |
| 08/07/26 18:40:21 | CFS2606424 | | COMPOL | COMPOL : Community | INGALLS BLVD (29.7<br>21A19<br>HERMOSA<br>HERMOSA |
| 08/08/26 18:13:01 | CFS2606467 | | CIVIL | CIVIL : Civil Matter | INGALLS BLVD (49.7<br>21A19<br>HERMOSA<br>HERMOSA |
| 08/09/26 06:23:43 | CFS2606482 | 2026-00427 | BURGLARY | BURGLARY : Burglary / | INGALLS BLVD (49.7<br>21A10<br>HERMOSA<br>HERMOSA |
| 08/09/26 07:58:07 | CFS2606485 | | EXT | EXT : Extra Patrol | E MAIN ST (131.7 feet)<br>21A10<br>HERMOSA<br>HERMOSA |
| 08/09/26 09:27:03 | CFS2606488 | | SPECEVENT | SPECEVENT : Special | 21A7<br>HERMOSA<br>HERMOSA |

| CFS Date/Time | CFS # | Case Number | Code | Code : Description | Outstanding Required Forms<br>Cross Streets<br>Outstanding Required Forms<br>Zone |
|---|---|---|---|---|---|
| 08/09/26 10:29:50 | CFS2606491 | | EXT | EXT : Extra Patrol | 21A7<br>HERMOSA<br>HERMOSA |
| 08/09/26 11:08:30 | CFS2606494 | | AMB | AMB : Ambulance Call | BATTLECREEKFD,<br>HERMOSA<br>HERMOSA<br>MAIN ST (175.3 feet) |
| 08/09/26 14:31:00 | CFS2606503 | | 911M | 911M : 911 Misdial | 21A7<br>HERMOSA<br>HERMOSA<br>E MAIN ST (0.2 miles) |
| 08/09/26 17:41:35 | CFS2606516 | | EXT | EXT : Extra Patrol | 21A7<br>HERMOSA<br>HERMOSA<br>N 2ND ST (0.1 miles) |
| 08/09/26 22:14:40 | CFS2606528 | | EXT | EXT : Extra Patrol | 21A12<br>HERMOSA<br>HERMOSA |
| 08/10/26 09:26:11 | CFS2606538 | | AMB | AMB : Ambulance Call | 21<br>HERMOSA<br>HERMOSA<br>VILAS ST (157.7 feet) |
| 08/10/26 20:24:53 | CFS2606568 | | PAPSERV | PAPSERV : Paper Service | 21A3<br>HERMOSA<br>HERMOSA<br>1ST ST (77.1 feet) and |

| CFS Date/Time | CFS # | Case Number | Code | Code : Description | Outstanding Required Forms<br>Cross Streets<br>Outstanding Required Forms<br>Zone |
|---|---|---|---|---|---|
| 08/10/26 20:31:56 | CFS2606570 | | PAPSERV | PAPSERV : Paper Service | 21A3<br>HERMOSA<br>HERMOSA |
| 08/10/26 23:24:03 | CFS2606574 | | EXT | EXT : Extra Patrol | INGALLS BLVD (0.1<br>21A12<br>HERMOSA<br>HERMOSA |
| 08/11/26 14:03:06 | CFS2606596 | | PAPSERV | PAPSERV : Paper Service | 21A10<br>HERMOSA<br>HERMOSA |
| 08/11/26 15:20:52 | CFS2606603 | | PARKING | PARKING : Parking | 1ST ST (77.1 feet) and<br>21A17<br>HERMOSA<br>HERMOSA |
| 08/11/26 20:23:45 | CFS2606623 | | AOA | AOA : Assist Other | W MAIN ST (92.2 feet)<br>21A17<br>HERMOSA<br>HERMOSA |
| 08/12/26 00:28:53 | CFS2606627 | | 911T | 911T : 911 Transfer | 21<br>HERMOSA<br>HERMOSA |
| 08/12/26 03:18:36 | CFS2606629 | | EXT | EXT : Extra Patrol | 4TH ST (48.0 feet) and<br>21A12<br>HERMOSA<br>HERMOSA |

| CFS Date/Time | CFS # | Case Number | Code | Code : Description | Outstanding Required Forms<br>Cross Streets<br>Outstanding Required Forms<br>Zone |
|---|---|---|---|---|---|
| 08/12/26 04:59:07 | CFS2606632 | 2026-00433 | VEHSTLN | VEHSTLN : Stolen Vehicle | 21A12, 21A5<br>HERMOSA<br>HERMOSA<br>1ST ST (140.0 feet) and |
| 08/12/26 17:49:17 | CFS2606651 | 2026-00435 | VEHSTLN | VEHSTLN : Stolen Vehicle | 21A13<br>HERMOSA<br>HERMOSA<br>INGALLS BLVD (166.2 |
| 08/13/26 02:04:31 | CFS2606661 | | EXT | EXT : Extra Patrol | 21A12<br>HERMOSA<br>HERMOSA |
| 08/13/26 02:28:36 | CFS2606662 | | TSTOP | TSTOP : Traffic Stop | 21A12<br>HERMOSA<br>HERMOSA<br>W MAIN ST (92.2 feet) |
| 08/15/26 07:31:15 | CFS2606742 | | EXT | EXT : Extra Patrol | 21A6, 21A9<br>HERMOSA<br>HERMOSA |
| 08/15/26 09:58:40 | CFS2606747 | | PAPSERV | PAPSERV : Paper Service | 21A6, 21A9<br>HERMOSA<br>HERMOSA<br>1ST ST (77.1 feet) and |
| 08/15/26 17:24:34 | CFS2606760 | | PERSUSP | PERSUSP : Suspicious | 21A5<br>HERMOSA<br>HERMOSA<br>E MAIN ST (0.4 miles) |

| CFS Date/Time | CFS # | Case Number | Code | Code : Description | Outstanding Required Forms<br>Cross Streets<br>Outstanding Required Forms<br>Zone |
|---|---|---|---|---|---|
| 08/16/26 17:19:28 | CFS2606799 | 2026-00448 | DVA | DVA : Domestic Violent | 21A3, 21A17<br>HERMOSA<br>HERMOSA |
| 08/16/26 23:30:17 | CFS2606810 | | EXT | EXT : Extra Patrol | GUMBO LILY LN (104.5<br>21A6, 21A9<br>HERMOSA<br>HERMOSA |
| 08/17/26 10:17:06 | CFS2606822 | | FOLLOWUP | FOLLOWUP : Follow-up | 21A8, 21A5, 21A17<br>HERMOSA<br>HERMOSA |
| 08/17/26 11:27:09 | CFS2606826 | | CONCIT | CONCIT : Concerned | GUMBO LILY LN (104.5<br>21A5, 21A8<br>HERMOSA<br>HERMOSA |
| 08/17/26 20:55:38 | CFS2606848 | | CONT | CONT : Continuation Of | N 2ND ST (82.2 feet)<br>21A9, 21A6, 21A3<br>HERMOSA<br>HERMOSA |
| 08/17/26 21:51:59 | CFS2606850 | | 911T | 911T : 911 Transfer | GUMBO LILY LN (104.5<br>21<br>HERMOSA<br>HERMOSA |
| 08/20/26 05:04:56 | CFS2606919 | | EXT | EXT : Extra Patrol | E WHITNEY ST (0.1<br>21A11<br>HERMOSA<br>HERMOSA |

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| CFS Date/Time | CFS # | Case Number | Code | Code : Description | Outstanding Required Forms<br>Cross Streets<br>Zone |
|---|---|---|---|---|---|
| 08/20/26 05:46:44 | CFS2606920 | | TSTOP | TSTOP : Traffic Stop | 21A11<br>HERMOSA<br>HERMOSA<br>FALL RIVER RD (48.0 |
| 08/20/26 11:03:19 | CFS2606933 | 2026-00459 | RECPROP | RECPROP : | 21A10, 21A3<br>HERMOSA<br>HERMOSA<br>W MAIN ST (92.2 feet) |
| 08/20/26 19:38:16 | CFS2606943 | | TRAFFCOMP | TRAFFCOMP : Traffic | 21<br>HERMOSA<br>HERMOSA<br>W MAIN ST (63.9 feet) |
| 08/20/26 21:11:12 | CFS2606947 | | INTOX | INTOX : Intoxicated | 21A11<br>HERMOSA<br>HERMOSA<br>W MAIN ST (92.2 feet) |
| 08/21/26 16:12:47 | CFS2606969 | | CIVIL | CIVIL : Civil Matter | 2<br>HERMOSA<br>HERMOSA<br>W MAIN ST (92.2 feet) |
| 08/24/26 11:51:43 | CFS2607078 | | EXT | EXT : Extra Patrol | 21A17<br>HERMOSA<br>HERMOSA |
| 08/24/26 12:54:49 | CFS2607081 | | AMB | AMB : Ambulance Call | 21A17<br>HERMOSA<br>HERMOSA<br>MAIN ST (120.5 feet) |

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| CFS Date/Time | CFS # | Case Number | Code | Code : Description | Outstanding Required Forms<br>Cross Streets<br>Outstanding Required Forms<br>Zone |
|---|---|---|---|---|---|
| 08/24/26 23:59:12 | CFS2607111 | | CONCIT | CONCIT : Concerned | 21A11<br>HERMOSA<br>HERMOSA<br>W MAIN ST (92.2 feet) |
| 08/25/26 15:15:08 | CFS2607120 | | FVEH | FVEH : Fire Call for | 21A13<br>HERMOSA<br>HERMOSA<br>W MAIN ST (92.2 feet) |
| 08/25/26 16:26:22 | CFS2607123 | | EXT | EXT : Extra Patrol | 21A13<br>HERMOSA<br>HERMOSA |
| 08/27/26 03:38:00 | CFS2607178 | | EXT | EXT : Extra Patrol | 21A11<br>HERMOSA<br>HERMOSA |
| 08/28/26 19:28:17 | CFS2607255 | | TRAFFCOMP | TRAFFCOMP : Traffic | 21A5, 21A8<br>HERMOSA<br>HERMOSA |
| 08/28/26 20:53:37 | CFS2607260 | | 911T | 911T : 911 Transfer | 21ST, 21A5, 21A8<br>HERMOSA<br>HERMOSA<br>N 3RD ST (182.2 feet) |
| 08/29/26 17:19:23 | CFS2607288 | | CONCIT | CONCIT : Concerned | 21A13<br>HERMOSA<br>HERMOSA<br>E MAIN ST (112.4 feet) |

| CFS Date/Time | CFS # | Case Number | Code | Code : Description | Outstanding Required Forms<br>Cross Streets<br>Outstanding Required Forms<br>Zone |
|---|---|---|---|---|---|
| 08/29/26 21:15:33 | CFS2607297 | | CIT | CIT : Citizen Assist | 21A13<br>HERMOSA<br>HERMOSA<br>N 3RD ST (0.1 miles) |
| 08/30/26 14:14:19 | CFS2607329 | | TSTOP | TSTOP : Traffic Stop | 21A5, 21A8<br>HERMOSA<br>HERMOSA<br>2ND ST (137.4 feet) |

**Total Records: 63**

100

# DOCUMENTS DISTRIBUTED AT 9-8-2026 BOT REGULAR MEETING AND NOT INCLUED IN THE PACKET

9B

**Terri Cornelison**

**From:** Ed Lesnick <edlesnick@yahoo.com>
**Sent:** Tuesday, September 8, 2026 9:35 AM
**To:** Peggy Lesnick; Terri Cornelison
**Cc:** Alec Lesnick
**Subject:** Re: 160 Fairgrounds Pl Septic System Report

Good morning Terri,

With our property on the agenda today, we would like to make clear our position is neither parcel shall be annexed either now or in the future as a condition of building or using utilities.

If we ever build on the Fairfield Tract, we are open to connecting to the city services, but we do not want annexation as a requirement now or in the future. It's our understanding that building, water/sewer connection, and annexation are all separate and not to be entangled together. Please confirm this is understood.

If annexation is required by the Town Board, then we request formally that they provide the rules stating annexation is required per "x" rule or code and/or for "y" reason. Just because whoever is on the board wants to annex us for a tax increase or to put our horse rights in question is not a valid reason.

There is a man in town with a 10 horse barn that we talked to who used to have horses even when his property was in town, but because the board changed their rules, he's no longer allowed to have horses. We do NOT want this to be an issue now or in the future. We are in the county now, and the split results in both parcels being within the appropriate size to remain in the county.

Please confirm if this is understood and if you have any questions for us. Also what is the estimated time that our property will be discussed tonight?

Thank you

# HILLS SEPTIC SERVICE

7481 Stagestop Rd. Black Hawk, SD 57718

605-348-3293

## ON SITE WASTEWATER TREATMENT SYSTEM INSPECTION FORM

Name Peggy Resnick Date 7/24/26

Property Address 160 Fairground Rd.

City Hermosa State SD Zip 57744

Phone (Wo) 923-0026 Certified SD DENR Installer

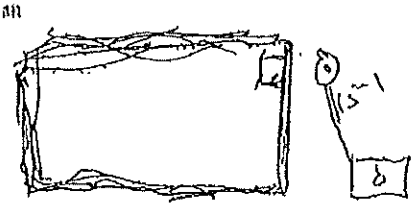
| Tank Type | Size in Gallons | Tank Material | Type of Drainfield | Comment |
|---|---|---|---|---|
| Septic Tank #1 | 1000 | Concrete | Trench | |
| Septic Tanks #2 | 5750 | Concrete | | |
| Grey Water Tank | | | | |
| Black Water Tank | | | | |
| Black/Grey Water Tank | | | | |

* Tank Material: Concrete, Fiberglass, Plastic, Steel, Other. *Type of Drainfield: Trench, Bed, Mound, Other

| SYSTEM CHECK POINTS | YES | NO | UNKNOWN | N/A |
|---|---|---|---|---|
| Was the tank pumped at this inspection? | X | | | |
| Is the tank in good condition? | X | | | |
| Does the tank baffles or tees need to be replaced? | | X | | |
| Does the tank lid(s) need repair? | | X | | |
| Are the tank lid(s) buried or secured? | X | | | |
| Does the system appear to consist of a seepage pit, cesspool, drywell, or leach pit? | | X | | |
| Is the drainfield surfacing? | | X | | |
| Is sewage draining to surface water? | | X | | |
| Did effluent drain back at a steady rate into tank after the tank was pumped? | | X | | |
| Is there a constant stream of water coming into tank from house or other structure? | | X | | |
| If there is an alarm system, is the alarm system working? | | | | X |
| If there is a pump system, is the float and pump working properly? | X | | | |
| If there is an ATU System, is it functioning properly? | | | | X |
| In the ATU System, do filters, pumps, sensors or other equip need to be replaced? | | | | X |
| Is there an ATU lifetime maintenance agreement in place and is it transferable? | | | | X |

CONCERNS OR COMMENTS:

Site Plan



N

Because of the numerous factors which may affect the proper operation of a septic system as well as the inability of our company to supervise or monitor the use or maintenance of the system, this report shall not be construed as a warranty by our company that the system will function properly for any particular buyer. Hills Septic Service disclaims any warranty, either expressed or implied, arising from the inspection of the septic system or this report.

10A

**AN ORDINANCE TO AMEND TOWN OF HERMOSA ORDINANCE CHAPTER 51 (SEWER REGULATIONS) BY AMENDING CHAPTER 51 THERETO TO ENSURE CONCISE AND EQUITABLE REGULATION OF THE MUNICIPAL SEWER SYSTEM IN ACCORDANCE WITH AND LIMITED TO THOSE POWERS GRANTED BY THE STATE OF SOUTH DAKOTA AND THE UNITED STATES OF AMERICA**

**BE IT ORDAINED BY THE BOARD OF TRUSTEES FOR THE TOWN OF HERMOSA THAT THE TOWN OF HERMOSA ORDINANCE CHAPTER 51 (SEWER REGULATIONS) BE ENACTED AS FOLLOWS:**

## CHAPTER 51: SEWER REGULATIONS

Sections


51.01 Definitions

51.02 Use of municipal sewers required

51.03 Private sewage disposal

51.04 Building sewers and connections

51.05 Use of the municipal sewers

51.06 Malicious or willful damage to sewer system

51.07 Powers and authority of inspectors

51.08 Rates and charges for services

51.09 Fees

51.10 Construction standards

51.11 Repairs of city sewer mains and service lines

51.99 Penalty

*§ 51.01 DEFINITIONS.*

Unless the context specifically indicates otherwise, the meaning of terms used in this chapter shall be as follows:

BUILDING DRAIN. That part of the lowest horizontal piping of a drainage system which receives the discharge from soil, waste, and other drainage pipes inside the walls of the building and conveys it to the building sewer, as defined by the Uniform Plumbing Code.

BUILDING SEWER. The extension from the building drain to the municipal sewer or other place of disposal, as defined by the Uniform Plumbing Code.

GARBAGE. Shall mean solid wastes from the preparation, cooking, and dispensing of food, and from the handling, storage and sale of produce.

INDUSTRIAL WASTES. The liquid wastes from industrial processes as distinct from sanitary sewage. Industrial waste includes, but is not limited to, restaurants, rendering plants, slaughter floors and service stations.

MUNICIPAL SEWER. A sewer controlled by public authority.

NATURAL OUTLET. Any outlet into a watercourse, pond, ditch, lake or other body of surface or ground water.

PERSON. Any individual, firm, company, association, society, corporation or group.

PROPERLY SHREDDED GARBAGE. The wastes from the preparation, cooking and dispensing of food that has been shredded to such a degree that all particles will be carried freely, under the flow conditions normally prevailing in municipal sewers, with no particle greater than one-half inch in any dimension.

SANITARY SEWER. A sewer, which carries sewage, and to which storm, surface, and ground waters are not intentionally admitted.

SD DANR. South Dakota Department of Agriculture and Natural Resources.

SEWAGE TREATMENT PLANT. Any arrangement of devices and structures used for treating sewage.

SEWAGE SYSTEM. All facilities for collecting, pumping, treating, and disposing of sewage.

SEWAGE. A combination of the water carried wastes from residences, business buildings, institutions, and industrial establishments.

SUPERINTENDENT. The superintendent of the sewer system of the municipality, or the authorized deputy, agent, or representative of the municipality.

SUSPENDED SOLIDS. Solids that either float on the surface of, or are in suspension in water, sewage, or other liquids, and which are removable by laboratory filtering.

(Ord. 15, passed 6-20-2006; Ord. 15R-2015, passed 2-2-2015; Ord. Passed ?-??-2026)

*§ 51.02 USE OF MUNICIPAL SEWERS REQUIRED.*

(A) It shall be unlawful to discharge to any natural outlet within the municipality, or in any area under the jurisdiction of said municipality, any sanitary sewage, industrial wastes, or other polluted water, except where suitable treatment has been provided in accordance with subsequent provisions of this chapter.

(B) Except as provided within this chapter, it shall be unlawful to construct or maintain any privy, privy vault, septic tank, cess pool, or other facility intended or used for the disposal of sewage.

(C) In consideration of SDCL § 9-48-53, the owner of all houses, buildings or properties used for human occupancy, employment, recreation, or other purposes is hereby required, at their expense, to install suitable toilet facilities therein, and to connect such facilities directly with the municipal sewer in accordance with the provisions of this chapter, within 90 days after date of official notice to do so, provided:

(1) The structure or wastewater system is located within the jurisdictional boundaries of the municipality; and

(2) The sewer collection system of the municipality exists within 200 feet of the property line.

(D) The municipality has the right to require annexation to any current serviced area. All new services shall annex into the municipal limits prior to service being provided.

(Ord. 15, passed 6-20-2006; Ord. 15R-2015, passed 2-2-2015; Ord. Passed 1-8-2019; Ord. Passed ?-??-2026)

*§ 51.03 PRIVATE SEWAGE DISPOSAL.*

(A) Where a municipal sanitary sewer is not available under the provision of § 51.02(C), the building sewer may be connected to a private sewage disposal system complying with the provision of this chapter.

(B) Before commencement of construction of a private sewage disposal system, the owner shall first obtain a written permit approved by the municipality. The application for such permit shall be made on a form furnished by the municipality, which the applicant shall supplement with any plans, specifications, and other information as are deemed necessary by the Planning Commission, or an agent authorized by the same. Charges as per the current fee schedule shall be paid to the municipal Finance Officer at the time the application is filed.

(C) The type, capacities, location and layout of a private sewage disposal system shall comply with all recommendations of SD DANR, whose recommendations shall be received, in writing, by the municipality, prior to the approval of any permit. No septic tank shall be permitted to discharge to any municipal sewer or natural outlet.

(D) Use of any newly constructed sewage disposal system shall not be permitted until the installation is completed to the satisfaction of SD DANR.

(E) At such time as a private sewage disposal system fails and/or a municipal sewer becomes available to a property served by a private sewage disposal system, as provided in § 51.02(C), a direct connection shall be made to the municipal sewer in compliance with this chapter, and any septic tanks, and similar private sewage disposal facilities shall be decommissioned under the guidance of SD DANR, at no expense to the municipality.

(F) The owner shall operate and maintain the private sewage disposal facilities in a sanitary manner at all times, at no expense to the municipality.

(G) Any individual or corporation desiring connection of the sewage disposal system to any property within the limits of the municipality where the system is not available may, at no cost to the municipality construct any such necessary extension to the specifications of this chapter and SD DANR requirements applicable at the date of construction and approval of the municipality.

(H) A copy of all plans and specifications shall be filed with the Finance Officer 30 days prior to the start of such construction.

(Ord. 15, passed 6-20-2006; Ord. 15R-2015, passed 2-2-2015; Ord. Passed ?-??-2026)

*§ 51.04 BUILDING SEWERS AND CONNECTIONS.*

(A) Only a duly licensed plumber/contractor approved by the municipality shall be permitted to do any work on or uncover, make any connections with, make an opening into, alter, or disturb any municipal sewer or appurtenances.

(B) Any person desiring sewer service from the municipal sewer system for premises not currently connected with the system shall apply to the Finance Officer for a permit. The permit application shall be supplemented by any plans, specifications, or other information considered pertinent in the judgment of the Planning Commission, or approved agent of the same. The time the application is filed, the applicant shall pay a connection/tap fee to be determined by the fee schedule.

(C) All costs and expenses incident to the installation and connection of the building sewer to the municipal sewer shall be borne by the owner. The owner shall indemnify the municipality from any loss or damage that may directly or indirectly be caused by the installation of the building sewer.

(D) Existing building sewers, in working condition, may be used in connection with new buildings only when they are found, upon physical inspection, to meet all requirements of this chapter and are approved by the municipality.

(E) The size and slope of the building sewer shall be subject to the approval of the Superintendent, but in no event shall the diameter be less than four inches.

(F) Wherever possible the building sewer shall be brought to the building at an elevation below the basement floor. No building sewer shall be laid parallel to or within three feet of any bearing wall, which might thereby be weakened.

(G) In all buildings in which any building drain is too low to permit gravity flow to the municipal sewer, sanitary sewage carried by such drain shall be lifted by approved artificial means and discharge to the building sewer.

(H) The connection for the building sewer into the municipal sewer shall be approved by the Planning Commission, and in a location approved by the same. All connections shall utilize or saddle approved by the municipality.

(Ord. 15, passed 6-20-2006; Ord. 15R-2015, passed 2-2-2015; Ord. Passed ?-??-2026)

*§ 51.05 USE OF THE MUNICIPAL SEWERS.*

(A) No person shall discharge or cause to be discharged any storm water, surface water, ground water, roof runoff, subsurface drainage, cooling water or unpolluted industrial process waters to any sanitary sewer.

(B) No person shall discharge or cause to be discharged any of the following described waters or wastes to any municipal sewer:

(1) Any liquid or vapor having a temperature higher than 150º F;

(2) Any water or waste which may contain more than 100 parts per million, by weight, of fat, oil, or grease;

(3) Any gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquid, solid, or gas;

(4) Any garbage that has not been properly shredded;

(5) Any ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, leathers, tar, plastics, wood, paunch, manure, or any other solid or viscous substance capable of causing obstruction to the flow in sewers or other interference with the proper operation of the sewage system;

(6) Any waters or wastes containing a toxic or poisonous substance in sufficient quantity to injure or interfere with any sewage treatment process which constitutes a hazard to humans or animals or create any hazard in the receiving waters of the sewage treatment plant;

(7) Any waters or wastes containing suspended solids of such character and quantity that unusual attention or expense is required to handle such materials at the sewage treatment plant; or

(8) Any noxious or malodorous gas or substance capable of creating a public nuisance.

(C) Grease, oil and sand interceptors shall be installed where necessary to protect the sewer system. Such interceptors shall not be required for private dwelling units. All interceptors shall be approved by the Superintendent, and shall be located as to be readily and easily accessible for cleaning, and inspection. Where installed, all interceptors shall be maintained by the owner, at his expense, in continuously efficient operation at all times.

(D) Pre-treatment systems shall be designed and constructed in accordance with requirements of SDCL 34A-2. If required, pre-treatment must be approved by the municipality and installed at no expense to the same.

(Ord. 15, passed 6-20-2006; Ord. 15R-2015, passed 2-2-2015; Ord. Passed ?-??-2026)

*§ 51.06 MALICIOUS OR WILLFUL DAMAGE TO SEWER SYSTEM.*

No unauthorized person shall maliciously, willfully or negligently break, damage, destroy, uncover, deface, or tamper with any structure, appurtenance, or equipment which is a part of the municipal sewage system.

(Ord. 15, passed 6-20-2006; Ord. 15R-2015, passed 2-2-2015; Ord. Passed ?-??-2026)

*§ 51.07 POWERS AND AUTHORITY OF INSPECTORS.*

The Superintendent and other duly authorized agent of the municipality bearing proper credentials and identification shall, with reasonable notice and consent of the property owner, be permitted to enter upon all properties for the purposes of inspection, observation, measurement, sampling, and testing, in accordance with the provisions of this chapter.

(Ord. 15, passed 6-20-2006; Ord. 15R-2015, passed 2-2-2015; Ord. Passed ?-??-2026)

*§ 51.08 RATES AND CHARGES FOR SERVICES.*

Fees, charges, and rates for sewer services, connections, and tap fees may be established by resolution by the municipality.

(Ord. 15, passed 6-20-2006; Ord. 15.1, passed 8-18-2009; Ord. 15R-2015, passed 2-2-2015; Ord. Passed ?-??-2026)

*§ 51.09 FEES.*

Any revenue accrued pursuant to this chapter shall be deposited into the Sewer Fund.

(Ord. 15, passed 6-20-2006; Ord. 15R-2015, passed 2-2-2015; Ord. Passed ?-??-2026)

*§ 51.10 CONSTRUCTION STANDARDS.*

All construction covered under this chapter shall comply with state codes, laws and the municipality's Standard Construction Specifications and Details.

(Ord. 15, passed 6-20-2006; Ord. 15R-2015, passed 2-2-2015; Ord. Passed ?-??-2026)

*§ 51.11 REPAIRS OF CITY SEWER MAINS AND SERVICE LINES.*

(A) Any repairs performed to the city's sewer mains are the sole responsibility of the municipality with an exception for any damage incurred during the installation of any private service.

(B) Any repairs required to private service lines will be the responsibility of the property owner up to and including the connection to the municipal sewer system. If during the repairs it is discovered that the damaged section is not up to current adopted codes the service will not be continued until the line from the main is replaced at the expense of the property owner.

(C) The property owner shall maintain, in good working condition, the service line up to and including the connection to the municipal sewer line.

(Ord. 15R-2015, passed 2-2-2015; Ord. Passed ?-??-2026)

*§ 51.99 PENALTY.*

Any person who violates a prohibition or fails to comply with a requirement imposed upon that person by this chapter shall, upon conviction, be subject to a fine not exceeding $500, imprisonment not exceeding 30 days, or both. Each day a violation continues shall constitute a separate offense. The municipality may also seek injunctive relief to enforce compliance with this chapter.

(Ord. passed 6-12-2017; Ord. Passed ?-??-2026)

BOARD OF TRUSTEES:

| | | | | |
|---|---|---|---|---|
| Vote: | Ferguson | _____ | First Reading: | September 8th, 2026 |
| | Kramer | _____ | Second Reading: | _____, 2026 |
| | Matheny | _____ | Published: | _____, 2026 |
| | Miller | _____ | Effective: | _____, 2026 |
| | Serviss | _____ | | |

**ATTEST:**

| | | | |
|---|---|---|---|
| _____ | _____ | _____ | _____ |
| Finance Officer | Date | Board President | Date |

11C

# PROFESSIONAL SERVICES AGREEMENT

## CERTIFIED FLOODPLAIN MANAGER AND FEMA LIAISON SERVICES

### RELATED TO FLOODPLAIN MANAGEMENT

**TIME-AND-MATERIALS / NOT-TO-EXCEED**

| | |
|---|---|
| **Town** | Town of Hermosa, South Dakota |
| **Consultant** | Fife Innovations L.L.C. |
| **Key Person** | Daniel Fife, CFM |
| **Effective Date** | [_____] |
| **Agreement Ceiling** | Not to exceed $[_____] without written amendment |

**DRAFT FOR LEGAL AND INSURANCE REVIEW**

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## TOWN OF HERMOSA, SOUTH DAKOTA
## CERTIFIED FLOODPLAIN MANAGER AND FEMA LIAISON SERVICES AGREEMENT

This Professional Services Agreement (the "Agreement") is entered into as of the Effective Date by and between the TOWN OF HERMOSA, SOUTH DAKOTA, a South Dakota municipality, with offices at 230 Main Street, P.O. Box 298, Hermosa, South Dakota 57744 ("Town"), and FIFE INNOVATIONS L.L.C., a North Dakota limited liability company, with a principal address at 315 15th Avenue North, Fargo, North Dakota 58102 ("Consultant"). Town and Consultant are each a "Party" and collectively the "Parties."

### RECITALS

**A.** Hermosa Code of Ordinances Chapter 151 governs flood damage prevention, and the Town participates in the National Flood Insurance Program. The Town retains responsibility for exercising governmental powers assigned by law or ordinance to the Board of Trustees, the Town's duly appointed Floodplain Administrator, the Appeal Board, or other Town officials.

**B.** The Town desires specialized technical and administrative assistance from a Certified Floodplain Manager and desires a consultant liaison to coordinate floodplain-management communications with the Federal Emergency Management Agency, the South Dakota floodplain coordinating agency, and other governmental partners.

**C.** Consultant will furnish Daniel Fife, CFM, as the Key Person for those services. Under this Agreement Daniel Fife is not appointed as the Town's Floodplain Administrator, is not appointed to municipal office, and does not receive authority to approve or deny permits, issue enforcement orders, decide appeals or variances, exercise police power, or make another governmental determination reserved by law to the Town.

**D.** The designation "FEMA Liaison" is a contractual description of Consultant's coordination role for the Town. It does not mean that Consultant or Daniel Fife is an employee, officer, agent, representative, or credentialed official of FEMA, and it does not authorize either to bind FEMA, the Federal Government, or the Town except to the limited extent the Town expressly authorizes a communication or ministerial submission in writing.

**E.** The Parties intend compensation to be on a time-and-materials basis subject at all times to the Agreement Ceiling and any lower Task Order ceiling. If Federal award funds are used, the Parties intend to comply with applicable Federal procurement and contract requirements, including requirements governing time-and-materials contracts.

**F.** The Parties intend the Services to supplement, not replace, the Town's legal, engineering, surveying, emergency-management, procurement, and governmental decision-making functions. Questions of Town law, due process, enforcement authority, procurement authority, and legal procedure remain for the Town Attorney or other authorized legal counsel.

NOW, THEREFORE, in consideration of the mutual covenants below, the Parties agree as follows:

# 1. ENGAGEMENT; DEFINITIONS; ORDER OF PRECEDENCE

**1.1 Engagement.** Town retains Consultant to provide the Services described in this Agreement, Exhibit A, and authorized Task Orders, and Consultant accepts the engagement subject to the stated scope, ceilings, and limitations of authority.

**1.2 Certified Floodplain Manager Services.** "CFM Services" means professional floodplain-management advisory, technical-review, documentation, training, mapping-coordination, compliance-support, and related services that may be performed by a Certified Floodplain Manager without exercising a governmental power reserved to a Town official or performing a discipline that requires a separate professional license.

**1.3 FEMA Liaison Services.** "FEMA Liaison Services" means authorized coordination, communication, meeting support, issue tracking, documentation, technical assistance, and follow-up with FEMA, the State, pass-through entities, and other agencies concerning floodplain management, NFIP administration, mapping, mitigation, disaster recovery, grants, audits, and related matters. FEMA Liaison Services are advisory and coordinative and do not confer Federal status or authority.

**1.4 Services.** "Services" means the CFM Services and FEMA Liaison Services expressly authorized under this Agreement, Exhibit A, or a written Task Order.

**1.5 Authorized Town Representative.** The Finance Officer, Town Board President, or another person designated by Board action is the Town's contract administrator ("Authorized Town Representative"). Only the Board or an Authorized Town Representative acting within delegated authority may authorize compensable Services, approve budgets, direct commercial priorities, or approve Task Orders. Applicant requests, informal third-party requests, or agency communications do not by themselves authorize additional billable scope.

**1.6 Town Decision-Makers.** References to the "Town Floodplain Administrator" or an "Authorized Town Official" mean the person or body that has lawful authority to make the particular municipal determination. Consultant may advise that person or body but does not acquire the official's authority by providing technical support.

**1.7 Order of Precedence.** In the event of conflict, the following order controls: (a) applicable law and mandatory Federal or state award requirements; (b) a fully executed amendment to this Agreement; (c) award-specific Federal terms expressly attached to and incorporated into a Task Order; (d) this Agreement; (e) Exhibit D for federally funded work; (f) the applicable Task Order; and (g) the remaining exhibits. A Task Order may supplement scope but may not alter the Agreement Ceiling, liability allocation, conflict rules, or dispute terms unless it expressly states that it is an amendment approved with the authority required for an amendment.

# 2. ROLES, QUALIFICATIONS, AND LIMITS OF AUTHORITY

**2.1 Key Person.** Daniel Fife, CFM, is the required Key Person and primary Consultant contact. Consultant shall promptly notify the Town of any material unavailability and shall not replace him as lead CFM/FEMA Liaison without prior written Town approval.

**2.2 CFM Status.** Consultant represents that Daniel Fife holds Certified Floodplain Manager certification as of the Effective Date and shall promptly notify the Town of any lapse, suspension, restriction, or material disciplinary matter affecting that certification. CFM certification does not substitute for any state professional license.

**2.3 No Municipal Appointment.** This Agreement does not appoint Daniel Fife or Consultant as the Town Floodplain Administrator or to any other municipal office. Neither may exercise statutory or ordinance-based authority merely because the Town uses the titles "Certified Floodplain Manager" or "FEMA Liaison" in connection with the Services.

**2.4 Official Actions Reserved to Town.** Unless Daniel Fife is separately and lawfully appointed by Board action under a separate instrument that expressly identifies the authority granted, Consultant and its personnel shall not sign or issue a permit approval or denial, formal ordinance interpretation, notice of violation, stop-work order, variance or appeal decision, substantial-damage determination having binding governmental effect, enforcement settlement, or other act reserved by law to the Town. Consultant may prepare recommendations, draft findings, technical memoranda, inspection observations, and proposed correspondence for review and action by the authorized Town official.

**2.5 FEMA Liaison Is Not FEMA Status.** The Town's designation of Daniel Fife as its consultant FEMA Liaison for floodplain-management matters is solely for administrative coordination. Neither Consultant nor Daniel Fife may represent that FEMA has appointed, certified, employed, endorsed, or delegated authority to them. They may not bind FEMA or make commitments on FEMA's behalf.

**2.6 Authority to Communicate for Town.** The Town may authorize Consultant to communicate factual information, transmit documents, request technical assistance, schedule meetings, track agency requests, and present the Town's technical position as approved by the Town. Consultant may not make a legal certification, waive a Town right, commit Town funds, accept an award condition, settle a compliance issue, or make a representation requiring official certification unless a Town official with lawful authority expressly approves the specific action in writing.

**2.7 Licensed Disciplines.** Consultant shall not perform or seal engineering, land surveying, architecture, legal services, or another service requiring a professional license unless the work is separately authorized and performed by a person duly licensed for that discipline. Technical review by a CFM does not convert into engineering or surveying merely because the underlying applicant materials contain engineering or survey information.

**2.8 Legal Questions.** On questions of Town law, ordinance interpretation, due process, enforcement authority, conflicts, public records, procurement, or legal procedure, Consultant shall promptly seek direction from the Town Attorney. Consultant does not provide legal opinions to the Town and may rely in good faith on written legal direction supplied by the Town Attorney on questions assigned to counsel.

**2.9 No Personal Guaranty.** Daniel Fife is not a party to this Agreement in his individual capacity solely because he is the Key Person or signs for Consultant. He does not personally guarantee Consultant's contractual obligations.

# 3. SCOPE AND STANDARD OF PERFORMANCE

**3.1 Scope.** Consultant shall perform the Services described in Exhibit A and any authorized Task Order. Routine work includes ongoing CFM advisory and FEMA liaison functions. Unusually large, project-specific, grant-funded, engineering, surveying, litigation-support, or emergency assignments require a Task Order when they materially exceed routine administration.

**3.2 Professional Standard; Exclusive Standard; No Implied Warranty.** Consultant shall perform the Services with the care and skill ordinarily exercised by competent floodplain-management consultants performing similar services under similar conditions at the same time and locality. This is the sole contractual professional standard of care. No warranty, guarantee, fiduciary duty, insurer-like duty, perfection standard, duty to achieve a particular governmental outcome, or standard arising solely from a proposal, marketing statement, guideline, checklist, or industry aspiration is created by this Agreement.

**3.3 No Outcome Guarantee.** Consultant does not guarantee FEMA, State, NFIP, Community Rating System, grant, insurance, mapping, mitigation, permitting, enforcement, or funding outcomes. Consultant's liaison role does not guarantee agency responsiveness, concurrence, reimbursement, approval, or favorable treatment.

**3.4 Reliance on Town and Third-Party Information.** Consultant may reasonably rely on maps, surveys, elevations, engineering analyses, title information, permit materials, certifications, records, representations, agency correspondence, and other information furnished by the Town, applicants, licensed professionals, FEMA, the State, or other third parties unless an error is apparent to a reasonably competent floodplain-management professional. Consultant is not responsible for the accuracy of information it did not prepare and is not required to independently survey, engineer, test, audit, or verify such information unless expressly included in an authorized Task Order.

**3.5 No Continuous Inspection or Duty to Discover.** Unless a Task Order expressly provides otherwise, the Services do not include continuous site inspection, construction supervision, responsibility for contractor means or methods, jobsite safety, or a duty to discover every violation, latent condition, mapping defect, or unreported change. Field observations are limited to observations reasonably necessary for the authorized floodplain-management task.

**3.6 Conflicting Requirements.** If Town ordinances, adopted maps, state law, Federal requirements, or agency guidance materially conflict or are reasonably susceptible to competing interpretations, Consultant may pause the affected recommendation or liaison action and request written direction from the Town Attorney or other appropriate authority without breach or schedule liability. Any deadline affected by the unresolved conflict is equitably extended to the extent permitted by law.

**3.7 FEMA/NQS-Informed Support.** When requested, Consultant may provide disaster and mitigation support generally consistent with floodplain-management functions identified by FEMA resources, including functions associated with FEMA hazard-mitigation floodplain-management specialists, to the extent applicable to Hermosa. Such references are performance benchmarks only and do not represent that Consultant or Daniel Fife holds a FEMA NQS position qualification unless separately documented.

**3.8 Emergency and After-Hours Services.** Routine Services are provided during normal business hours. After-hours, emergency, post-disaster, or deployment-style availability is not guaranteed unless a Task Order establishes activation authority, response expectations, staffing, data access, travel terms, and an applicable ceiling.

# 4. KEY PERSONNEL; SUPPORT PERSONNEL; SUBCONSULTANTS

**4.1 Support Personnel.** Consultant may use qualified support personnel for clerical, GIS, planning, document management, field-observation support, or technical tasks to the extent authorized by Exhibit B or a Task Order. Support personnel may not make governmental determinations or perform licensed services for which they are not qualified.

**4.2 Subconsultants.** Consultant shall not subcontract a material portion of the Services without the Town's prior written approval, which shall not be unreasonably withheld or delayed for qualified subconsultants. Approved subconsultants are bound by applicable terms of this Agreement, and Consultant remains responsible for their commercial performance.

**4.3 Direction of Consultant Personnel.** Town personnel shall direct Consultant's commercial work only through the Authorized Town Representative or applicable Task Order manager. Consultant is not required to follow instructions from an applicant, developer, contractor, insurer, lender, or other third party and may rely on the Authorized Town Representative to resolve conflicting Town staff directions.

**4.4 Continuity.** Consultant shall maintain a current transition list of material open matters, deadlines, agency requests, and pending deliverables sufficient for another qualified consultant or Town staff member to assume the work without avoidable loss of continuity.

# 5. TIME-AND-MATERIALS COMPENSATION; CEILINGS

**5.1 Discounted Fixed Hourly Rates.** Town shall pay for direct labor hours actually and reasonably worked on authorized Services at the Town Contract Rates stated in Exhibit B. The Town Contract Rates are fully burdened and include wages, fringe benefits, overhead, general and administrative expense, insurance, and profit unless Exhibit B expressly states otherwise.

**5.2 Materials and Direct Costs.** Town shall reimburse authorized materials and other direct costs only at actual documented cost, without markup unless Exhibit B expressly permits a stated markup and the funding source allows it. Travel must comply with Exhibit B and any Town travel policy supplied to Consultant.

**5.3 Agreement Ceiling.** Total compensation and reimbursable costs shall not exceed $[_____] (the "Agreement Ceiling") without a written amendment approved by the Board of Trustees. Consultant exceeds the Agreement Ceiling at its own risk and expense. The Town shall establish the Agreement Ceiling by Board action before Consultant is required to commence recurring Services; omission of the dollar amount creates no obligation to perform unfunded work.

**5.4 Task Order Ceilings.** The Town may establish lower not-to-exceed ceilings for Task Orders. Consultant shall not exceed a Task Order ceiling without advance written authorization by a Town official having authority to approve that increase. A Task Order increase does not increase the Agreement Ceiling.

**5.5 Budget Notices.** Consultant shall notify the Authorized Town Representative when billed and committed costs reach approximately 70%, 85%, and 95% of the applicable ceiling and shall provide an estimate to complete. Failure to provide notice does not increase a ceiling. After the 95% notice, Consultant may defer nonurgent work that would reasonably cause the ceiling to be exceeded unless the Town authorizes additional funds.

**5.6 No Unauthorized Charges.** Town is not responsible for unauthorized work; proposal preparation not requested by the Town; collection costs except as allowed by law; time spent correcting Consultant-caused errors; premium or overtime rates not approved in advance; or work by labor categories not authorized under Exhibit B or a Task Order.

**5.7 Rates and Increases.** The Town Contract Rates in Exhibit B remain fixed through December 31, 2026. Beginning in 2027, Consultant may propose a rate adjustment no more than once per calendar year upon at least sixty days' written notice. Any labor-rate change is effective only through a Board-approved written amendment and shall not apply retroactively. Mileage may adjust prospectively to the then-current U.S. General Services Administration privately owned vehicle mileage rate without amendment, subject to any lower mandatory Town or funding-source limit.

**5.8 Federal T&M Conditions.** For any Task Order funded with a Federal award and subject to 2 C.F.R. Part 200, the Task Order shall include a ceiling price, Consultant shall exceed that ceiling at its own risk, and the Town shall maintain the oversight required by applicable Federal rules. The Town retains responsibility for documenting any required determination that no other contract type is suitable.

**5.9 Authorized Travel Time.** When the Town specifically requests or approves onsite services requiring travel from Consultant's regular business location to Hermosa or another Town-designated location, reasonable travel time may be billed at fifty percent of the applicable Town Contract Rate for the person traveling, together with authorized mileage or other travel costs. Travel time is limited to actual reasonable travel, is not billed concurrently with other compensated work, and does not include ordinary local commuting.

**5.10 Stop-Work at Ceiling.** Consultant is not required to perform Services beyond an applicable Agreement or Task Order ceiling. Upon reaching a ceiling, Consultant may suspend affected Services without breach until additional authority is approved, while using reasonable efforts to identify imminent compliance, grant, mapping, or public-safety deadlines so the Town can make an informed funding or reassignment decision.

**5.11 Changes in Scope, Law, or Conditions.** If the Town materially changes the Services, accelerates the schedule, directs substantial rework, adds a new reporting or cybersecurity requirement, changes the required staffing mix, or if a change in law, ordinance, FEMA map, mandatory funding condition, or agency directive materially increases effort or cost after authorization, Consultant is entitled to a reasonable schedule and compensation adjustment subject to the applicable ceiling and required written authorization.

# 6. INVOICES; PAYMENT; AUDIT; RECORDS

**6.1 Monthly Invoices.** Consultant shall invoice no more frequently than monthly. Each invoice shall identify the employee, labor category, date, hours, Town Contract Rate, extended amount, reimbursable-cost detail, prior billings, current billing, cumulative billing, and remaining Agreement and Task Order ceilings. Consultant shall provide a concise

monthly status report identifying open matters, agency requests, upcoming deadlines, budget utilization, and matters requiring Town action.

**6.2 Approval.** Consultant personnel shall not approve their own invoices, rate changes, contract amendments, claim settlements, or other matters in which Consultant has a direct pecuniary interest. The Finance Officer, Board, or another disinterested authorized Town official shall perform those functions.

**6.3 Payment.** Town shall pay complete, accurate, and undisputed invoices in accordance with applicable South Dakota prompt-payment law and Town claims procedures. If the Town disputes an invoice or Service, it shall provide timely written notice of the disputed amount and reasons and shall timely pay the undisputed portion. Payment is not acceptance of deficient Services. Town payment for authorized Services is not conditioned on applicant fees, grant reimbursement, FEMA reimbursement, insurance recovery, or third-party payment unless a nonwaivable funding condition expressly requires otherwise and is identified before the work is authorized.

**6.4 Books and Audit.** Consultant shall maintain contemporaneous time records, receipts, approved subconsultant invoices, and records reasonably sufficient to substantiate charges. On reasonable notice during normal business hours, the Town, its auditor, and authorized grant oversight entities may inspect records directly relevant to amounts billed or grant compliance, subject to protection of unrelated client information, privileged material, trade secrets, and proprietary methods except to the extent disclosure is legally required.

**6.5 Retention.** Consultant shall retain contract, billing, and performance records for at least six years after final payment, or longer if required by a Town retention schedule, litigation hold, audit, or Federal award. Town records shall be transferred to and maintained by the Town as provided in Section 12.

**6.6 Withholding and Setoff.** The Town may withhold only the amount reasonably related to a timely identified invoice dispute, defective Service, or lawful offset arising under this Agreement. The Town shall not withhold an undisputed invoice solely because of an unrelated claim, third-party dispute, permit controversy, or pending agency matter.

# 7. TOWN RESPONSIBILITIES

**7.1 Information and Access.** Town shall provide reasonably available ordinances, maps, studies, prior permits, records, agency correspondence, system access, and site access necessary for performance. Consultant shall identify material missing information promptly.

**7.2 Town Decision-Making.** The Board of Trustees, Town Floodplain Administrator, Appeal Board, Town Attorney, Town Engineer, Finance Officer, and other authorized Town officials retain all policy, legislative, appropriation, procurement, permitting, enforcement, variance, appeal, certification, and other powers assigned to them by law. Town shall identify the official who has authority to act when Consultant prepares a recommendation or draft for governmental action.

**7.3 Legal Counsel.** Town shall make the Town Attorney reasonably available for legal questions material to floodplain-management recommendations, FEMA compliance matters, public records, due process, enforcement, or procurement. Consultant may rely on written legal direction furnished by the Town Attorney on questions of Town law and procedure.

**7.4 Official Signatures and Certifications.** Town shall review and execute permits, official determinations, certifications, FEMA forms, grant certifications, assurances, appeal decisions, enforcement instruments, and other documents that require action by a municipal official. Consultant may prepare drafts and supporting technical material but does not assume responsibility for the Town's governmental certification unless applicable law permits delegation and the Town expressly provides written authority for the specific ministerial act.

**7.5 Funding Identification.** Before directing work to a Federal or state award, Town will identify the funding source and provide reasonably available award-specific terms. Town remains responsible for the recipient or subrecipient functions assigned to it by law, including procurement method, award administration, certifications, and governmental approvals.

**7.6 Current Official Authorities.** Town shall provide or identify official current versions of its ordinances, amendments, resolutions, adopted FEMA maps and studies, fee schedules, forms, and written policies reasonably necessary for the Services. Consultant may rely on the versions furnished or identified by the Town unless a discrepancy is apparent.

**7.7 Timely Decisions and Cooperation.** Town shall timely act on matters reserved to its officials, provide access to records and systems, and obtain third-party approvals that are the Town's responsibility. Consultant is entitled to reasonable schedule extensions and equitable adjustment for delay, rework, or added effort caused by late Town decisions, materially incomplete information, or changes in Town direction, subject to authorized ceilings.

**7.8 Site Access and Safety.** When the Town requests field work, the Town shall use reasonable efforts to arrange lawful site access and disclose known site hazards, access restrictions, or emergency conditions. Consultant may decline or stop field work presenting an unreasonable safety risk and shall promptly notify the Town.

# 8. CONFLICTS OF INTEREST; ETHICS; PRIVATE WORK

**8.1 Disclosure.** Consultant shall disclose before execution and promptly thereafter any ownership, management, employment, financial interest, private-client relationship, or other circumstance that could create an actual conflict with the Services or materially impair Consultant's objectivity.

**8.2 Private Applicant Representation.** During the term, neither Consultant nor Daniel Fife shall represent, advise, or accept compensation from a private applicant, property owner, developer, lender, insurer, contractor, or other private party concerning a floodplain permit, variance, appeal, enforcement action, map-change request, substantial-damage issue, or development located within the Town's jurisdiction unless the Town Attorney determines in writing that the engagement is permissible and the Town approves any required conflict-management measures.

**8.3 No Contingent Compensation.** Compensation under this Agreement shall not depend on permit approval or denial, enforcement outcome, grant award, FEMA determination, map revision, reimbursement, NFIP status, Community Rating System result, or another governmental outcome.

**8.4 Gifts and Gratuities.** Consultant and its personnel shall not solicit or accept gifts, gratuities, favors, or anything of material value from persons seeking favorable action on a Town floodplain matter, except items of nominal value permitted by law and Town policy.

**8.5 Objective Advice.** Consultant shall provide technical recommendations and agency liaison support based on the governing requirements, available record, and professional judgment. The Town shall not condition payment of an otherwise due invoice on Consultant advocating a predetermined technical conclusion or misrepresenting the Town's status to FEMA or another agency.

# 9. INDEPENDENT CONTRACTOR; NO EMPLOYMENT OR PUBLIC OFFICE

**9.1 Consultant Status.** Consultant is an independent contractor and controls the means and methods of its professional-services business subject to this Agreement, applicable law, and Town requirements. Nothing in this Agreement creates an employer-employee, partnership, joint-venture, fiduciary, agency, or municipal-office relationship between the Town and Consultant or Daniel Fife.

**9.2 Taxes and Benefits.** Consultant is responsible for payroll taxes, income taxes, unemployment obligations, benefits, workers' compensation obligations applicable to its personnel, and other obligations of an employer or independent business. Town will not provide Consultant personnel employee benefits solely by reason of this Agreement.

**9.3 No Authority to Bind Town.** Consultant may not execute a contract, incur debt, commit funds, settle a claim, waive a right, accept an award condition, or otherwise bind the Town unless the Board or another lawfully authorized Town official expressly delegates the specific act in writing and applicable law permits delegation.

# 10. INSURANCE

**10.1 Required Coverage.** Before commencing Services and throughout the term, Consultant shall maintain the coverages in Exhibit C with insurers authorized to do business in the applicable jurisdiction and reasonably acceptable to Town.

**10.2 Evidence.** Consultant shall furnish certificates of insurance and, upon reasonable request, applicable endorsements. Additional-insured and primary/noncontributory requirements apply only to Commercial General Liability and Automobile Liability to the extent commercially available and appropriate; they do not apply to professional liability or workers' compensation.

**10.3 Professional Coverage Tail.** Claims-made professional liability coverage shall be maintained during the term and for at least three years after completion, whether by renewal, extended reporting period, or replacement coverage with a retroactive date no later than commencement of Services.

**10.4 Insurance Does Not Expand Liability.** Insurance requirements allocate financial security only. They do not create a duty, standard of care, indemnity obligation, governmental status, or measure of damages that would not otherwise exist under this Agreement or law.

# 11. INDEMNIFICATION; RESPONSIBILITY FOR SERVICES

**11.1 Consultant Indemnity.** To the fullest extent permitted by law, Consultant shall indemnify and hold harmless the Town and its officers, employees, and agents from third-party claims for bodily injury, death, tangible property damage, or other legally recoverable loss, but only to the proportionate extent caused by the negligent or willful act or omission of Consultant or a person for whom Consultant is legally responsible in performing the Services. Consultant has no indemnity obligation to the extent a claim is caused by the Town, an applicant, a third party, inaccurate information not prepared by Consultant, or an official Town decision not made by Consultant.

**11.2 Professional Claims.** For professional-services claims, Consultant's indemnity is limited to losses to the extent caused by Consultant's negligent professional acts or omissions under the standard of care in Section 3.2. Consultant is not required to assume an immediate duty to defend a professional-negligence claim before fault is established or agreed, but shall reimburse reasonable defense costs to the same proportionate extent as its indemnity responsibility. Nothing requires Consultant to indemnify the Town for the Town's negligence, willful misconduct, or violation of law.

**11.3 Town Responsibility; No Unauthorized Indemnity.** Each Party remains responsible for its own acts and omissions to the extent imposed by law. The Town does not provide a contractual indemnity beyond its legal authority, and nothing in this Agreement waives governmental or sovereign immunity or expands Town liability beyond applicable law and insurance or risk-sharing coverage.

**11.4 Limitation of Consultant Liability.** Except for liability arising from fraud, intentional misconduct, or a category that applicable law prohibits from being limited, Consultant's aggregate liability to the Town arising out of or relating to this Agreement, whether in contract, tort, professional negligence, indemnity, or otherwise, shall not exceed One Million Dollars ($1,000,000). This cap is separate from the Agreement Ceiling and does not increase the Town's payment obligation. Nothing in this Section determines or limits the rights of a nonparty except to the extent allowed by law.

**11.5 Mutual Waiver of Consequential Damages.** To the fullest extent permitted by law, neither Party is liable to the other for consequential, special, incidental, exemplary, or punitive damages, or for lost profits, lost revenue, loss of financing, loss of business opportunity, or diminution in property value arising from this Agreement. This waiver does not apply to amounts payable to an unaffiliated third party under a valid indemnified claim, statutory interest on late payment, or damages that applicable law does not permit the Parties to waive.

**11.6 No Guarantee of Flood Safety or Regulatory Outcome.** Consultant is not the guarantor of the Town's NFIP status, flood protection, flood elevations, FEMA mapping, private construction, grant reimbursement, or absence of flood damage. Technical advice or liaison communication does not constitute a warranty that land is safe from flooding or that a Town or agency decision will be sustained.

**11.7 Third-Party Claim Procedure.** A Party seeking contractual indemnity shall give reasonably prompt written notice of a third-party claim, provided delayed notice reduces the indemnifying Party's obligation only to the extent of actual prejudice. For a claim for which Consultant has a present contractual duty to defend, Consultant may control the defense with qualified counsel reasonably acceptable to the Town; the Town may participate with separate counsel at its own expense. Consultant may not settle a claim in a manner that admits wrongdoing by the Town, imposes nonmonetary obligations on the Town, impairs a public record or official decision, or requires payment by the Town without written consent.

# 12. OFFICIAL RECORDS; PUBLIC RECORDS; WORK PRODUCT; DATA

**12.1 Town Custody of Records.** Permit files supplied for review, Consultant memoranda prepared for Town use, agency correspondence, FEMA/NFIP submissions, meeting notes, mapping records, grant-support records, and other records created or received in connection with Town business shall be placed in the Town-designated record system promptly when required by the Town and shall not be maintained solely by Consultant.

**12.2 Public Records Law.** Consultant acknowledges that records relating to Town business may be public records under applicable South Dakota law and Town policy. Consultant shall promptly provide responsive records to the Town upon request and shall not promise confidentiality to third parties beyond what law permits. The Town decides public-records disclosure questions in consultation with the Town Attorney.

**12.3 Work Product.** Upon payment, Town owns deliverables created specifically for the Town under this Agreement. Consultant retains ownership of pre-existing tools, templates, methods, software, calculations, know-how, and

generalized techniques, but grants Town a perpetual, nonexclusive, royalty-free license to use material embedded in a paid deliverable for Town governmental purposes.

**12.4 Security.** Consultant shall use reasonable administrative, technical, and physical safeguards for Town information and credentials, shall use multi-factor authentication where the Town system supports it, and shall notify the Town without unreasonable delay of suspected unauthorized access, disclosure, or loss affecting Town data.

**12.5 FEMA/NFIP Data.** Consultant shall handle restricted or nonpublic FEMA/NFIP information supplied by the Town in accordance with applicable use, disclosure, and security restrictions identified by the Town or funding agency. Consultant shall not independently disclose repetitive-loss, severe-repetitive-loss, personally identifiable, or other restricted information except as authorized or required by law.

**12.6 Exit Transfer.** Upon termination or request, Consultant shall promptly return Town data, credentials, active matter lists, agency correspondence, deadlines, open issues, and electronic copies of Town records in a reasonably usable format, without conditioning transfer of existing Town records on payment of a disputed invoice.

# 13. COMPLIANCE WITH LAW; PROCUREMENT; NONDISCRIMINATION

**13.1 General Compliance.** Consultant shall comply with Federal, South Dakota, and Town laws and regulations directly applicable to the Services, including applicable floodplain-management and NFIP requirements. Consultant is not responsible for legal interpretations reserved to Town counsel or for recipient obligations that by law remain with the Town.

**13.2 South Dakota Procurement.** The Town is responsible for determining and documenting the procurement authority used for this engagement and for satisfying Town purchasing policies. Any Federal award procurement requirements remain independently controlling to the extent applicable.

**13.3 Authorization to Do Business.** Consultant represents that it is duly organized and in good standing in North Dakota. Before engaging in activities that constitute transacting business in South Dakota, Consultant shall obtain and maintain any certificate of authority required by applicable South Dakota law. Town shall reasonably cooperate with vendor-registration documentation.

**13.4 Nondiscrimination.** Consultant shall comply with applicable Federal and state nondiscrimination and equal-opportunity requirements associated with the Services and any identified funding source.

**13.5 Debarment.** Consultant represents that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered Federal transactions and shall promptly disclose any change in status.

# 14. FEDERAL AWARD REQUIREMENTS

**14.1 Applicability.** Exhibit D applies only to a Task Order or portion of Services identified in writing as funded in whole or in part by a Federal award or subaward. Award-specific terms provided by the pass-through entity or Federal agency are incorporated only when attached to or specifically identified in the applicable Task Order or amendment before affected work is performed, except to the extent nonwaivable law requires otherwise.

**14.2 No Federal Party or Federal Agency Relationship.** The Federal Government, FEMA, and any pass-through entity are not parties to this Agreement and assume no contractual liability to Consultant. Consultant's FEMA Liaison designation does not create a Federal agency relationship.

**14.3 Procurement and Funding Gate.** Before charging Services to a Federal award, the Town shall identify the award and confirm in writing that the Town has selected or documented the procurement method it intends to rely upon for the federally funded work. Consultant shall provide information reasonably requested to support responsibility, price reasonableness, conflict review, and procurement-history documentation, but the Town remains responsible for recipient or subrecipient procurement determinations and certifications.

**14.4 Grant Reimbursement and Cost Disallowance.** Federal, state, or pass-through reimbursement is not a condition precedent to Town payment for authorized Services. If an awarding or pass-through entity disallows a cost, Town remains responsible for payment unless the disallowance is caused directly by Consultant's material failure to comply with an expressly incorporated funding requirement provided before the affected work. Consultant does not guarantee reimbursement or allowability.

# 15. TERM; SUSPENSION; TERMINATION

**15.1 Term.** The Agreement begins on the Effective Date and continues for one year unless earlier terminated. Any renewal or extension requires written Board approval.

**15.2 Town Termination for Convenience.** Town may terminate this Agreement, in whole or in part, for convenience upon thirty days' written notice. Consultant shall be paid for authorized Services properly performed through the effective termination date, authorized reimbursable costs, reasonable noncancelable commitments incurred for terminated work, and reasonable authorized closeout and transition Services. No anticipatory profit on unperformed work is due.

**15.3 Town Suspension or Termination for Cause.** Town may immediately suspend affected Services when reasonably necessary to protect public safety, NFIP compliance, Town systems, Federal award compliance, or integrity of governmental processes. Town may terminate for cause for Consultant's material uncured breach, fraud, debarment, loss of required commercial insurance, or willful misconduct.

**15.4 Opportunity to Cure.** Except where immediate suspension is reasonably necessary to protect public safety, legal compliance, data security, Federal award integrity, or a governmental process, the nonbreaching Party shall provide written notice describing a material breach and at least fifteen days to cure, or if the breach cannot reasonably be cured within fifteen days, to begin and diligently pursue cure.

**15.5 Nonappropriation.** Town payment obligations are subject to lawful appropriation and availability of funds. If funds are not appropriated or a funding source is withdrawn, Town may reduce, suspend, or terminate Services without liability for unperformed work but remains responsible for amounts lawfully due for authorized Services already performed and authorized noncancelable commitments.

**15.6 Consultant Suspension.** Consultant may suspend Services upon ten days' written notice if an undisputed amount remains unpaid after the applicable payment deadline, if the Town materially fails to provide required access or information after notice, if Consultant reasonably believes a direction would require unlawful conduct or materially violate professional obligations, or if an applicable ceiling has been reached. Consultant shall not suspend solely because of a good-faith dispute over a specific invoice amount.

**15.7 Consultant Termination.** Consultant may terminate this Agreement upon thirty days' written notice for convenience or upon ten days' written notice for an uncured material Town breach.

**15.8 Transition.** At termination, Consultant shall cooperate in an orderly transition, including a status briefing and transfer of Town records, credentials, deadlines, FEMA/State correspondence, grant and mapping action items, and pending matters. Delivery of existing Town records and credentials is included. Material transition services requested after the termination date are compensable at then-applicable rates if authorized.

# 16. DISPUTES; GOVERNING LAW; VENUE

**16.1 Good-Faith Resolution.** Before filing suit, the Parties shall attempt in good faith to resolve a contract dispute through the Authorized Town Representative and a Consultant executive. This requirement does not delay emergency injunctive relief, statutory administrative proceedings, public-records matters, or Town enforcement actions.

**16.2 Governing Law.** South Dakota law governs this Agreement without regard to conflicts-of-law principles.

**16.3 Venue.** Any action arising from this Agreement shall be brought in a court of competent jurisdiction in Custer County, South Dakota, unless exclusive jurisdiction lies elsewhere by law.

**16.4 No Waiver of Immunity.** Nothing in this Agreement waives the Town's governmental or sovereign immunity, statutory notice or limitation requirements, or other defenses. Any waiver exists only to the extent expressly imposed by law or applicable insurance or risk-pool coverage.

**16.5 Mediation.** Before either Party files a contract action for monetary relief, the Parties shall attempt nonbinding mediation in Custer County, South Dakota, with a mutually acceptable mediator. Mediation may be waived by written agreement and does not apply to emergency injunctive relief, public-records proceedings, administrative deadlines, or claims approaching a limitations deadline.

# 17. GENERAL TERMS

**17.1 Notices.** Formal notices shall be delivered personally, by nationally recognized overnight service, certified mail, or email with confirmation to the contacts below. Notice addresses may be changed by written notice.

**17.2 Assignment.** Consultant may assign this Agreement to an affiliate or successor in connection with a merger, reorganization, or sale of substantially all assets used to perform the Services only with prior written Town approval and

any required Board action, which approval shall not be unreasonably withheld where the successor is financially responsible and agrees in writing to assume Consultant's obligations. Town may assign only to a lawful successor governmental entity that assumes Town's obligations.

**17.3 Amendments.** An amendment is effective only if in writing and approved and signed by persons authorized to bind the Parties. No email, oral direction, course of dealing, invoice approval, agency conversation, or Task Order may alter the Agreement Ceiling, indemnity, liability limitation, conflict rules, or other material risk-allocation terms without formal amendment.

**17.4 No Third-Party Beneficiaries.** Except for indemnified Town parties as expressly stated, this Agreement creates no rights in third parties, applicants, property owners, lenders, insurers, contractors, FEMA, Federal agencies, or pass-through entities.

**17.5 Severability.** If a provision is held unenforceable, the remaining provisions remain in effect to the fullest extent permitted by law, and the Parties shall replace the invalid provision with a lawful provision that most closely reflects the original public-purpose intent.

**17.6 Waiver.** A waiver must be in writing and is limited to the specific matter waived. Delay in enforcement is not a waiver.

**17.7 Counterparts and Electronic Signatures.** The Parties may sign counterparts and use lawful electronic signatures, each of which is deemed an original.

**17.8 Entire Agreement.** This Agreement and its incorporated exhibits and Task Orders constitute the entire agreement regarding the Services and supersede prior proposals, emails, and discussions on the same subject.

**17.9 Force Majeure.** Neither Party is liable for delay caused by events beyond its reasonable control, including severe weather, flood, wildfire, epidemic, utility or communications failure, civil disturbance, governmental closure, agency delay, or unavailability of essential third-party data, provided the affected Party gives reasonable notice and resumes performance when practicable. This Section does not excuse payment of amounts already due.

**17.10 Nonexclusive Engagement.** Town may retain other consultants and may appoint or employ any Town officials it considers necessary. Consultant may serve other clients, including other governmental entities, provided it complies with Section 8 and does not misuse Town information. Neither Party guarantees a minimum volume of work.

**17.11 No Personal Liability of Members or Officials.** Except for a person's own liability imposed by law, no member, manager, employee, or owner of Consultant, and no Town trustee, officer, or employee, assumes personal contractual liability merely by approving, signing, administering, or performing under this Agreement.

**17.12 Survival.** Payment, audit and record-retention obligations, public-records duties, intellectual-property licenses, indemnity, limitation of liability, dispute provisions, confidentiality/security duties, and provisions that by their nature should survive remain effective after expiration or termination.

**17.13 Authority and No Reliance on Oral Commitments.** Each signatory represents that the signatory is authorized to execute the Agreement for the stated Party. Neither Party is relying on a promise not contained in this Agreement or an incorporated written instrument.

**17.14 Negotiated Construction.** This Agreement is intended to reflect negotiated risk allocation. To the fullest extent permitted by law, no rule construing an ambiguity against the drafter applies. Headings are for convenience only.

**17.15 No Fiduciary or Special Relationship.** The relationship between Town and Consultant is contractual and arm's length. Consultant does not undertake a fiduciary, trustee, insurer, guarantor, governmental-officer, or special relationship to the Town, applicants, property owners, FEMA, or third parties.

| **TOWN** | **CONSULTANT** |
|---|---|
| Town of Hermosa<br>Attn: Terri Cornelison - Finance Officer<br>P.O. Box 298 / 230 Main Street<br>Hermosa, SD 57744<br>town@hermosasd.com | Fife Innovations L.L.C.<br>Attn: Daniel Fife<br>315 15th Avenue North<br>Fargo, ND 58102<br>[EMAIL] |

**Copy to Town Attorney:** J. Scott James, Esq., Southern Hills Law, PLLC, 8 W. Mt Rushmore Rd, Custer, SD 57730; southernhillslaw@gmail.com; (605) 673-2503

## SIGNATURES

The Parties have caused this Agreement to be executed by their duly authorized representatives. Board approval and completion of the open business terms identified in Exhibit G are conditions to commencement of recurring Services.

TOWN OF HERMOSA, SOUTH DAKOTA

By: _____
Name/Title: President, Board of Trustees
Date: _____

ATTEST:

_____
Finance Officer

Approved as to form:

_____
J. Scott James, Esq., Town Attorney

FIFE INNOVATIONS L.L.C.

By: _____
Name: Daniel Fife
Title: [Manager / Authorized Representative]
Date: _____

Consultant Address:
315 15th Avenue North
Fargo, ND 58102

Tax ID / Vendor No.: _____

# EXHIBIT A
## SCOPE OF SERVICES

The base Services are the ongoing Certified Floodplain Manager and FEMA Liaison functions below, subject to the Agreement Ceiling, available appropriation, Town priorities, and the role, reliance, standard-of-care, and liability provisions of the Agreement. Consultant provides technical and liaison support only. Governmental decisions remain with the duly authorized Town official.

## A. Certified Floodplain Manager - Technical Advisory and Administration Support

- Receive or coordinate receipt of floodplain-development materials on Town-approved forms; perform administrative completeness screening; identify missing information; and maintain a status log. Consultant does not make the official completeness determination if Town law reserves that determination to a Town official.
- Review permit applications, elevation certificates, floodproofing certifications, plans, surveys, engineering materials, and related submissions for consistency with adopted floodplain requirements and prepare written technical comments, recommendations, proposed conditions, or decision-support memoranda for the Town Floodplain Administrator or other authorized Town official.
- Use effective FIRMs, Flood Insurance Studies, letters of map change, available base-flood-elevation information, and other official data supplied or identified by the Town; distinguish effective regulatory information from preliminary, advisory, or best-available risk data.
- Provide technical support concerning mapped boundaries, floodways, no-rise or cumulative-rise documentation, watercourse issues, map amendments and revisions, and similar matters, while referring required engineering or surveying certifications to properly licensed professionals.
- Conduct or coordinate limited field observations associated with authorized floodplain-management work; document material observations; and provide technical findings to the Town. Field observations are not construction supervision, a warranty of code compliance, or an official enforcement action.
- Assist with substantial-improvement and substantial-damage procedures, field documentation, owner communications, FEMA tools, assumptions, recordkeeping, and draft determinations for review and issuance by the authorized Town official.
- Prepare technical support for appeals or variances, preserve the administrative record, and provide neutral technical explanation requested by the Town. Consultant does not decide an appeal or variance.
- Respond to reasonable staff, applicant, design-professional, lender, real-estate, and public inquiries concerning adopted floodplain requirements and publicly available flood-hazard information, while avoiding private legal, engineering, surveying, or insurance advice.
- Provide periodic briefings or training for Town staff and officials concerning NFIP administration, documentation, mapping, substantial damage, permit processes, and common compliance issues.
- Maintain a current transition list and provide a concise monthly status report identifying open matters, unresolved compliance issues, upcoming deadlines, agency coordination, budget utilization, and matters requiring Town action.

## B. FEMA Liaison - Floodplain Management Coordination

- Serve as the Town's consultant point of contact for authorized floodplain-management communications with FEMA, the South Dakota floodplain coordinating agency, pass-through entities, and other governmental partners. Consultant shall identify itself as a consultant to the Town, not as a FEMA employee or municipal officer.
- Schedule and participate in technical calls, coordination meetings, Community Assistance Visits, audits, corrective-action discussions, map-update meetings, discovery meetings, grant coordination, disaster-recovery coordination, and other authorized agency interactions.
- Receive, organize, track, and summarize agency requests, deadlines, action items, information needs, corrective-action items, and follow-up commitments; promptly elevate material legal, policy, funding, or compliance decisions to the Authorized Town Representative and Town Attorney.
- Prepare draft letters, technical narratives, data summaries, maps, exhibits, meeting notes, responses, and submission packages for Town review. Town officials execute certifications, assurances, official responses, and other documents that require governmental authority.
- Provide technical support for NFIP status reviews, ordinance-compliance issues, mapping questions, repetitive-loss and severe-repetitive-loss information lawfully available to the Town, substantial-damage issues, and Community Rating System participation, if any.
- Coordinate floodplain-management considerations with hazard mitigation, emergency management, Public Assistance mitigation, mitigation-grant efforts, recovery activities, and other Town programs when authorized.
- For federally funded or assisted actions, provide floodplain-management technical support regarding applicable Federal floodplain and wetlands requirements identified by the responsible agency, without providing legal opinions or guaranteeing agency concurrence.

- Assist the Town in identifying agency guidance, technical-assistance resources, training opportunities, data needs, mapping needs, and floodplain-management corrective actions. Consultant may recommend next steps but the Town decides policy, legal, funding, and enforcement choices.
- After a flood or qualifying disaster and when activated by Task Order, support post-disaster mapping, substantial-damage coordination, technical meetings, documentation, risk communication, and floodplain-management recovery priorities.

## C. Grant and Federal Award Support

- Provide floodplain-management technical support for FEMA or other grant-funded projects only when authorized by Task Order and within applicable funding, procurement, data, and professional-licensure limits.
- Assist with technical portions of grant applications, scopes, narratives, cost-support documentation, progress materials, requests for information, and closeout materials. Consultant does not guarantee award, eligibility, reimbursement, or cost allowability.
- When Federal funding is contemplated, identify information Consultant needs to support the Town's procurement file, price-reasonableness documentation, responsibility review, and applicable Federal contract clauses.

## D. Express Exclusions Unless Separately Authorized and Lawful

- Acting as the Town Floodplain Administrator, issuing permits or enforcement orders, making binding governmental determinations, deciding appeals or variances, or exercising police power.
- Legal opinions, legal representation, or acting as Town Attorney.
- Engineering design, hydrologic or hydraulic modeling, land surveying, architecture, or professional certifications requiring licensure unless separately authorized and performed by appropriately licensed persons.
- Construction means and methods, contractor safety, or continuous construction inspection.
- Private representation of applicants or property owners in floodplain matters within the Town's jurisdiction.
- Collection or custody of Town fees, cash, or other public funds unless expressly authorized by lawful Board action.
- Authority to bind FEMA, another Federal agency, a pass-through entity, or the Town; acceptance of grant terms or commitments of Town funds; or execution of official certifications without specific lawful written authorization.
- Guaranteed after-hours or emergency response unless an emergency Task Order defines activation and service expectations.

## E. Service Levels and Reporting

| Item | Target | Escalation | Notes |
|---|---|---|---|
| Routine technical completeness review | Within 5 business days | Notify Town/applicant if more time is needed | Measured from receipt of materially complete submittal |
| Routine public/staff inquiry | Acknowledge within 2 business days | Escalate urgent compliance/safety issue same day when practicable | Substantive response depends on complexity |
| Field observation record | Within 2 business days after field work | Immediate oral notice for material issue when practicable | Written record placed in Town file |
| FEMA/State request or deadline | Acknowledge to Town within 1 business day | Same-day escalation for material compliance or funding deadlines | Consultant tracks response owner and due date |
| Technical recommendation | As promptly as practicable after complete record | Notify Town of legal/licensure issue before recommendation | Official decision remains with Town |
| Monthly status report | With monthly invoice | Identify matters requiring Board/Town Attorney action | Include ceiling utilization |

# EXHIBIT B

## RATE SCHEDULE AND REIMBURSABLE COSTS

The Parties agree that labor under this Agreement will be billed at the Town Contract Rates below. Only personnel and categories reasonably necessary for the authorized CFM or FEMA Liaison Services may be billed. No classification implies authority to exercise a municipal office or perform a discipline requiring licensure unless separately authorized and legally qualified.

| EMPLOYEE / CLASSIFICATION | STANDARD RATE | TOWN RATE |
|---|---|---|
| Certified Floodplain Manager / FEMA Liaison - Daniel Fife, CFM | $100.00 / hr | $80.00 / hr |
| Senior Floodplain / Technical Support | $72.50 / hr | $58.00 / hr |
| Geospatial Professional | $72.50 / hr | $58.00 / hr |
| Geospatial Analyst | $67.50 / hr | $54.00 / hr |
| Technician | $52.50 / hr | $42.00 / hr |
| Administrative | $47.50 / hr | $38.00 / hr |
| FEMA Liaison | $37.50 / hr | $30.00 / hr |

Billing is in 0.25-hour increments with no minimum call charge. The Town Contract Rate for Daniel Fife is a contract-specific CFM/FEMA Liaison rate and is not tied to or described as an engineering, surveying, architectural, or other licensed-professional classification.

## Reimbursable Costs

| Cost Item | Billing Basis | Advance Approval |
|---|---|---|
| Mileage for authorized out-of-area travel | $0.725 per mile, adjusted prospectively to current GSA rate; no local commuting | No, if travel is part of authorized task |
| Airfare / lodging / meals | Actual reasonable cost, subject to Town policy and Federal limits if applicable | Yes |
| Printing / shipping / outside reproduction | Actual documented cost, no markup | If over $100 per occurrence |
| Approved subconsultants | Actual approved cost, no markup unless expressly stated | Yes |
| Special data / permit fees paid for Town | Actual documented cost | Yes, unless routine and under $100 |
| Authorized travel time for requested onsite services | 50% of applicable Town Contract Rate; actual reasonable travel; no concurrent billing | Yes, by onsite request or Task Order |

Agreement Ceiling: $_____
Optional annual / fiscal-year sub-ceiling: $_____
No minimum purchase commitment applies.

# EXHIBIT C
## INSURANCE REQUIREMENTS

The following are mutually agreed financial-security requirements and should be confirmed against Consultant's actual policies and the Town's insurer or risk pool before execution. Insurance does not enlarge Consultant's duties or liability beyond the Agreement.

| Coverage | Minimum Limit | Aggregate | Key Terms |
|---|---|---|---|
| Commercial General Liability | $1,000,000 each occurrence | $2,000,000 general aggregate | Town as additional insured for ongoing/completed operations where commercially available; primary/noncontributory |
| Automobile Liability | $1,000,000 combined single limit | N/A | Owned, hired, and non-owned autos as applicable; Town as additional insured where commercially available |
| Workers' Compensation | Statutory, if applicable | N/A | Employers liability $500,000 each accident/disease or higher if required by law |
| Professional / Errors & Omissions | $1,000,000 each claim | $2,000,000 aggregate | Floodplain-management professional services; maintain for 3 years after completion |
| Cyber / Privacy | $1,000,000 each claim | $1,000,000 aggregate | Required if Consultant receives Town system credentials or maintains nonpublic Town data outside Town systems |

- Policies may not be cancelled or materially reduced without the notice required by the policy and applicable law; Consultant shall promptly notify Town of known cancellation or lapse.
- Consultant shall require approved subconsultants to carry insurance appropriate to their work.
- Insurance requirements do not expand either Party's liability beyond the Agreement, and insurance is not a warranty that every claim is covered.

# EXHIBIT D

## FEDERAL AWARD ADDENDUM

This Exhibit applies only when the applicable Task Order identifies Federal funding. The Town shall provide or attach award-specific FEMA, DHS, pass-through entity, or other Federal terms before Consultant performs affected work. Consultant is not responsible for undisclosed or retroactively imposed award conditions unless nonwaivable law requires otherwise. Town payment for authorized work is not contingent on Federal reimbursement, subject to Section 14.4.

## A. Time-and-Materials Controls

- Town documents, when required by applicable Federal rules, why no other contract type is suitable for the particular federally funded T&M work.
- Each federally funded T&M Task Order states a ceiling price that Consultant exceeds at its own risk.
- Town performs and documents heightened oversight, including review of hours, staffing mix, progress, cost-to-complete, invoice support, and cost controls.
- Consultant provides contemporaneous records sufficient to establish that costs are within authorized scope and supported for the Town's allowability review.

## B. Federal Contract Requirements

- Consultant and approved lower-tier contractors shall comply with contract provisions required by applicable Federal law, 2 C.F.R. Part 200, and the particular award to the extent incorporated into the Task Order.
- Consultant shall provide access to pertinent books, documents, papers, and records to the Town and authorized Federal or pass-through representatives to the extent required by the award and law.
- Consultant shall comply with applicable debarment and suspension requirements and shall not knowingly use an excluded lower-tier participant for covered work.
- At applicable thresholds, Consultant shall provide certifications or disclosures required by Federal law, including lobbying restrictions and environmental contract clauses where applicable.
- Consultant shall comply with applicable domestic-preference, recovered-material, and prohibited-telecommunications requirements when relevant to purchases under the Task Order.
- No cost-plus-percentage-of-cost compensation is permitted. Any subcontractor markup must be expressly approved and lawful under the award.
- Consultant shall comply with award-specific FEMA/DHS terms attached to the Task Order, including required acknowledgments that the Federal Government is not a party to the contract.

Federal award / pass-through entity: [_____]
Assistance Listing / award number: [_____]
Federal project / grant name: [_____]
Period of performance: [_____]
Task Order ceiling: Not to exceed $[_____]
2 C.F.R. Part 200 applicable? [Yes / No / Partially]
Award-specific clauses attached? [Yes / No - identify]

# EXHIBIT E
## FORM OF TASK ORDER

| | |
|---|---|
| **TASK ORDER NO.** | [____] under the Professional Services Agreement between the Town of Hermosa, South Dakota and Fife Innovations L.L.C. |
| **Task Title** | [_____] |
| **Town Project Manager** | [Name / Title] |
| **Consultant Project Manager** | Daniel Fife, CFM / [other if authorized] |
| **Service Type** | [CFM Services / FEMA Liaison Services / Both] |
| **Funding Source** | [Local / State / Federal - identify] |
| **Scope** | [Describe or attach] |
| **Deliverables** | [List] |
| **Schedule / Milestones** | [Dates] |
| **Authorized Labor Categories** | [Exhibit B categories / specific personnel] |
| **Task Ceiling** | NOT TO EXCEED $[_____] |
| **Special Invoice Coding** | [PO / project / grant number] |
| **Federal Addendum Applies?** | [Yes / No - if yes, complete Exhibit D] |
| **Official Town Decision-Maker** | [Identify official responsible for approvals/certifications] |
| **Special Terms** | [None / list] |
| **Onsite Travel Authorized?** | [Yes / No / limits] |
| **Emergency / After-Hours Expectations** | [None / define activation and response expectations] |

This Task Order does not increase the Agreement Ceiling and does not appoint Consultant or Daniel Fife to municipal office. Any governmental decision, certification, or enforcement authority remains with the Town official identified above unless separately granted by lawful Board action outside this Task Order.

TOWN OF HERMOSA

By: _____
Name/Title: _____
Date: _____

FIFE INNOVATIONS L.L.C.

By: _____
Name/Title: _____
Date: _____

# EXHIBIT F

## BOARD RESOLUTION / MOTION FORM: CONTRACT APPROVAL

This form is intended to approve the commercial professional-services engagement without appointing Daniel Fife or Fife Innovations L.L.C. to municipal office. The Town Attorney should conform the final form to the Board's preferred resolution or motion practice.

**TOWN OF HERMOSA, SOUTH DAKOTA**
**RESOLUTION NO. [2026-____]**
**APPROVING PROFESSIONAL SERVICES AGREEMENT WITH FIFE INNOVATIONS L.L.C. FOR CERTIFIED FLOODPLAIN MANAGER AND FEMA LIAISON SERVICES**

WHEREAS, the Town administers floodplain-management and National Flood Insurance Program responsibilities under applicable law and Town ordinance and desires specialized technical and agency-coordination assistance;

WHEREAS, Fife Innovations L.L.C. proposes to furnish Daniel Fife, CFM, as Key Person to provide Certified Floodplain Manager technical services and consultant FEMA Liaison services related to floodplain management;

WHEREAS, the Board intends the engagement to be advisory and coordinative only and does not by this Agreement appoint Daniel Fife or Fife Innovations L.L.C. as the Town Floodplain Administrator or to any municipal office;

WHEREAS, official permit, enforcement, appeal, variance, certification, appropriation, procurement, and policy decisions remain with the Town officials or bodies having authority under law;

WHEREAS, the Board has reviewed the rate schedule and available price-reasonableness or procurement documentation and has determined that the proposed compensation is reasonable for the Services; and

WHEREAS, any applicable Federal award procurement requirements remain independently controlling for federally funded work.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Town of Hermosa, South Dakota, as follows:

1. The Professional Services Agreement with Fife Innovations L.L.C. for Certified Floodplain Manager and FEMA Liaison services is approved in substantially the form presented to the Board, with an Agreement Ceiling of $[_____] and the rates in Exhibit B.

2. Daniel Fife, CFM, is approved as the Consultant Key Person and may serve as the Town's consultant point of contact for authorized FEMA and State floodplain-management coordination. This designation does not appoint him to municipal office and does not create FEMA status or authority.

3. The [Finance Officer / Board President / other] is designated as Authorized Town Representative for contract administration within delegated authority.

4. The Town official or body having legal authority shall make and sign official permits, enforcement actions, appeals, variances, governmental certifications, and other actions reserved by law.

5. The Town Attorney and Finance Officer are authorized to make non-substantive corrections and attach award-specific Federal clauses that do not increase the Agreement Ceiling or materially alter risk allocation without further Board approval.

6. Before Federal award funds are charged, the Town shall place in its file the procurement and funding documentation required for the applicable award and shall authorize the affected Task Order.

ADOPTED this ____ day of _____, 2026, by the Board of Trustees of the Town of Hermosa, South Dakota.

TOWN OF HERMOSA, SOUTH DAKOTA ATTEST

By: _____ _____
President, Board of Trustees Finance Officer

Vote: Ayes ____ Nays ____ Abstain ____ Date: _____

Approved as to form:

_____
J. Scott James, Esq., Town Attorney

# EXHIBIT G

## EXECUTION CHECKLIST AND OPEN BUSINESS TERMS

Complete or confirm the following before signature. This checklist is not a substantive contract term after execution unless incorporated by Board action.

- ☐ Effective Date and initial end date.
- ☐ Agreement Ceiling and, if desired, annual or fiscal-year sub-ceiling.
- ☐ Confirm Exhibit B rates, including Daniel Fife's contract-specific CFM / FEMA Liaison rate of $100 standard / $80 Town Contract Rate.
- ☐ Fife Innovations L.L.C. tax/vendor information, Consultant email, and authorized signatory title.
- ☐ Consultant certificate of good standing and South Dakota authority to transact business if required for contemplated activities.
- ☐ Insurance limits and endorsements confirmed with the Town insurer or risk pool.
- ☐ Town Authorized Representative and official Town Floodplain Administrator or other decision-maker identified for permit, enforcement, certification, and agency-response actions.
- ☐ Board resolution or motion approving the contract and Agreement Ceiling. Do not use the contract approval to appoint Consultant or Daniel Fife to municipal office unless the Town intentionally elects to do so under a separate legal instrument.
- ☐ Written price-reasonableness or procurement memorandum placed in the Town file, with any purchasing-policy documentation required by Town practice.
- ☐ Federal award details, procurement determination, T&M justification if applicable, and award-specific clauses completed for any federally funded work before costs are charged.
- ☐ If post-disaster services are expected, execute an emergency Task Order defining activation authority, response windows, travel assumptions, data-access permissions, staffing, and ceiling.
- ☐ Conflict screen confirming neither Fife Innovations nor Daniel Fife is representing private applicants in floodplain matters before the Town.
- ☐ Town Attorney confirms current official versions of applicable Town floodplain ordinances and provides written direction on any known conflict requiring legal interpretation before Consultant is asked to advise on the affected matter.
- ☐ FEMA/State communication protocol established, including who may approve official certifications, commitments, corrective-action responses, or grant representations.

15B



# DEPARTMENT OF TRANSPORTATION

## COMMUNITY ACCESS ROAD GRANTS FACT SHEET

**WHAT**

The Department of Transportation Community Access Program is a means for small towns to pave or reconstruct important local roads such as their Main Street, the road to the elevator or schools, etc.

- Grant amount is a maximum of $600,000.
- State reimburses local sponsor for 80% of construction costs.
- The community is responsible for all right-of-way acquisitions, utility costs, and design and construction engineering costs.
- The community is responsible to let the project to bid.

**WHO**

Town must be less than 5,000 in population in order to be eligible for these grant funds. The application must be submitted by a local government. Applications are ranked by the Office of Local Government Assistance. The rankings are based on a variety of factors including existing road condition, average daily traffic and truck traffic, location, if the project is to be combined with an infrastructure project such as water/sewer/storm and has other infrastructure funding available such as Community Development Block Grant, State Revolving Loan Fund or Consolidated Water Facilities Construction Fund, the impact on businesses, etc.

**WHEN**

Grant application notices are sent out in the spring of each year. Applications are due to the Department by July 15. In the fall of each year the Transportation Commission receives a list of ranked application for approval.

**APPLICATIONS**

Applications are available through the Office of Local Government Assistance in the Department of Transportation. For a copy of the policy and application forms call (605) 773-6253, or check out our website at dot.sd.gov under "Forms".