

**HERMOSA TOWN BOARD
MONDAY, AUGUST 17, 2026
SPECIAL 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) **CONFLICT OF INTEREST DECLARATION:**
(Roll call voting for any agenda item where a conflict of interested is formally identified)

- 5) **OLD BUSINESS:**
 - A. Preston Family Negotiations for finalization of NWS project
 - B. Motion to approve job posting – Public Works Associate

- 6) **NEW BUSINESS:**
 - A.

- 7) **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.

- 8) **TRUSTEE INPUT:**

- 9) **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

- 10) **ADJOURN:** Motion by _____; Second by _____ to adjourn the meeting at _____ PM.

**AGREEMENT FOR CONTRIBUTION
OF DEVELOPER FUNDS FOR PUBLIC IMPROVEMENTS**

THIS AGREEMENT FOR CONTRIBUTION OF DEVELOPER FUNDS FOR PUBLIC IMPROVEMENTS (hereinafter "Agreement") is made and entered into this 8 day of December, 2021, by and between the Town of Hermosa, a municipal corporation of the state of South Dakota, whose address is PO Box 298, Hermosa, South Dakota 57744 (hereinafter "Town"), and Preston Family Inc., whose address is 22760 Stone Meadow Rd., Rapid City, South Dakota 57702 (hereinafter "Developer" or "Owner").

WHEREAS, Developer owns certain real property which it seeks to voluntarily annex into the Town generally located west of Highway 79 and more specifically described in Exhibit A attached hereto and incorporated herein by this reference (hereinafter "Property"); and

WHEREAS, the Town is continuing with of the extension of its water and sewer system consistent with its multi-phase sewer and water expansion plan started in 2007; and

WHEREAS, Developer in expectation of the Town's water and sewer mains reaching Developer's land, intends to subdivide and/or develop the Property into residential lots, the effect of which will directly impact and generate the need for on-site and off-site improvements; and

WHEREAS, the Developer acknowledges that the public infrastructure improvements (also referred to as the "Improvements") required herein are reasonably attributable to the special impacts that will be generated by the proposed uses of the Property and that the terms and conditions set forth in this Agreement are reasonable, necessary and appropriate; and

WHEREAS, Developer has requested that Town provide sewer and water services and has agreed to participate in the funding of the extension of certain municipal water and sewer mains in order to provide said services to residential lots in future Lone Coyote Subdivision; and

WHEREAS, the Town has the authority to regulate the subdivision of land within its jurisdiction pursuant to SDCL §11-6-27; and

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree as follows:

1. FINANCIAL CONTRIBUTION BY DEVELOPER.

A. Within 30 days of this Agreement Developer hereby agrees to remit \$150,000 to be held by the Town which shall be applied to costs associated with the construction and installation of the subject public Improvements on a 50/50 basis as invoices are received from subcontractors. A \$150,000 irrevocable letter of credit (ILOC) from Black Hills Federal Credit Union will be also simultaneously provided with remittance from which Town may draw upon to pay half of additional invoices. Upon final acceptance by Town of the Improvements, any remaining developer funds shall be refunded to Developer.

(i) Town agrees that Developer's contribution shall not exceed \$300,000. Developer warrants that its \$300,000 contribution will be tendered to the Town and placed into a designated fund for the sole purpose of paying Project costs as described and

illustrated in Exhibit "B" attached hereto and incorporated herein by this reference; said costs may include costs associated with the city engineer review of plans and normal administrative fees associated with the development and the construction of the water and sewer line.

(ii) The anticipated completion date of the Project is March 1, 2022.

B. Developer acknowledges and agrees that additional future sewer connection fees and water tap fees, will be required totaling a combined amount of \$2,000.00 per each connection and which tap fees will be chargeable to the lots who want to hook up to the water and sewer.

C. Town agrees to cooperate with PFI pursuing additional funding sources as permitted by South Dakota Codified Law including but not limited to Tax Assessment Districts and for Tax Increment Financing Districts for certain infrastructure improvements for future phases.

2. PENDING LITIGATION.

Parties acknowledge that there is a pending legal action between the Town of Hermosa and Southern Black Hills Water System which may result in a Federal Court Order prohibiting to the Town from providing water to Lone Coyote Subdivision; however Developer agrees that with or without Hermosa providing water, sewer service is critical to the development of its subdivision and will release Town from any obligation to provide water regardless of any obligations of Town created herein and the consideration paid by Developer.

3. INDEMNIFICATION.

Developer agrees to indemnify and hold harmless the Town and its officers and employees from and against all liability, claims, demands and expenses, including court costs and attorney fees, resulting from any act on account of any injury, loss or damage, which arise out of or are in any manner connected with the work to be performed under this Agreement if such death injury, loss or damage is caused in whole or in part by the negligent act or omission, error, professional error, mistake, accident or other fault of Developer, any Subcontractor of Developer or any officer, employee or agent of Developer. The obligations of this section shall not apply to the extent the Town becomes liable by final judgment to pay a third party as the result of the negligent act or omission, error, professional error, mistake, accident or other fault of the Town.

Town agrees to indemnify and hold harmless the Developer and its officers, directors and employees from and against all liability, claims, demands and expenses, including court costs and attorney fees, resulting from any act on account of any injury, loss or damage, which arise out of or are in any manner connected with the work to be performed under this Agreement if such death injury, loss or damage is caused in whole or in part by the negligent act or omission, error, professional error, mistake, accident or other fault of Town, any Subcontractor of Town or any officer, employee or agent of Town. The obligations of this section shall not apply to the extent the Developer becomes liable by final judgment to pay a third party as the result of the negligent act or omission, error, professional error, mistake, accident or other fault of the Developer.

4. MISCELLANEOUS PROVISIONS.

A. Governing Law and Venue. This Agreement shall be governed by the laws of the state of South Dakota, and venue shall be in the Circuit Court for the Seventh Judicial Circuit, County of Custer, state of South Dakota. The parties hereto agree and acknowledge that this Agreement may be enforced at law or in equity.

B. Governmental Immunity Act. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions of South Dakota Codified Law.

C. Title and Authority. Developer warrants to the City that it is the record owner of the Property. Each individual executing this Agreement covenants and warrants that he or she is fully authorized to execute this Agreement on behalf of the party he or she represents.

D. No Waiver. The failure of the Town to take timely action with respect to the breach of any term, covenant or condition hereof shall not be deemed to be a waiver of such performance by Developer, or a waiver of any subsequent breach of the same, or any other term, covenant, or condition herein contained.

E. Binding Effect. This Agreement shall be binding on the parties hereto and their respective heirs, successors and assigns.

F. Entire Agreement. This Agreement shall constitute the entire agreement between the parties with regard to the subject matter herein. No subsequent amendment shall be valid unless made in writing and executed by the parties hereto.

G. Notice. Any notice that may be given under the terms of this Agreement shall be made in writing and shall be deemed made upon personal service or upon mailing by United States Mail, postage prepaid, to the other party, unless amended by written notice, as follows:

DEVELOPER:

Preston Family, Inc.
22760 Stone Meadow Rd.
Rapid City, SD 57702

TOWN:

Town of Hermosa
PO Box 298
Hermosa, SD 57744

H. Severability. To the extent that this Agreement may be executed and performance of the obligation of the parties may be accomplished within the intent of this Agreement, the terms of this Agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.

I. No Third-Party Beneficiary. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Town and Developer, and nothing contained in this Agreement shall give or allow any such claim or action of any third person regarding this Agreement. It is the expressed intention of the Town and the Developer that no person other than the Town or Developer receiving services or benefits under this Agreement shall be deemed a beneficiary hereof.

J. No Partnership or Agency. Notwithstanding any language in this Agreement or any representation or warranty to the contrary, neither the Town or Developer shall be deemed or constitute a partner, joint venturer or agent of the other. Any actions taken by the parties pursuant to this Agreement shall be deemed actions as an independent contractor of the other

IN WITNESS WHEREOF and agreeing to be fully bound by the terms of this Agreement, the parties have executed this Agreement as of the date first written above.

DEVELOPER:

TOWN:

PRESTON FAMILY, INC.

TOWN OF HERMOSA

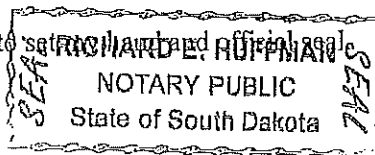
By: [Signature]
Printed Name Robert C. Preston
Its President

By: Dan Holsworth
Printed Name
Its: Pres.

STATE OF SOUTH DAKOTA)
)SS.
COUNTY OF PENNINGTON)

On this the 3rd day of December, 2021, before me, the undersigned Notary Public, personally appeared Robert C. Preston who acknowledged himself to be the President of Preston Family, Inc., a South Dakota corporation, and that he, as such, President being authorized so to do, executed the foregoing instrument for the purposes herein contained, by signing the name of the corporation by himself as President

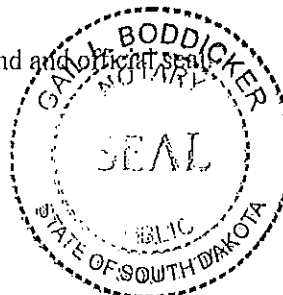
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.
[Signature]
Richard E. Huffman Notary Public
My commission expires March 20, 2023
(S E A L)



STATE OF SOUTH DAKOTA)
)SS.
COUNTY OF CUSTER)

On this the 8 day of December, 2021, before me, the undersigned Notary Public, personally appeared Dan Holsworth, who acknowledged himself to be the President of the Town Board for the Town of Hermosa, and that he, as such President being authorized so to do, executed the foregoing instrument for the purposes herein contained, by signing the name of the corporation by himself as President.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.
[Signature]
Notary Public
My commission expires: 6-14-2024
(S E A L)

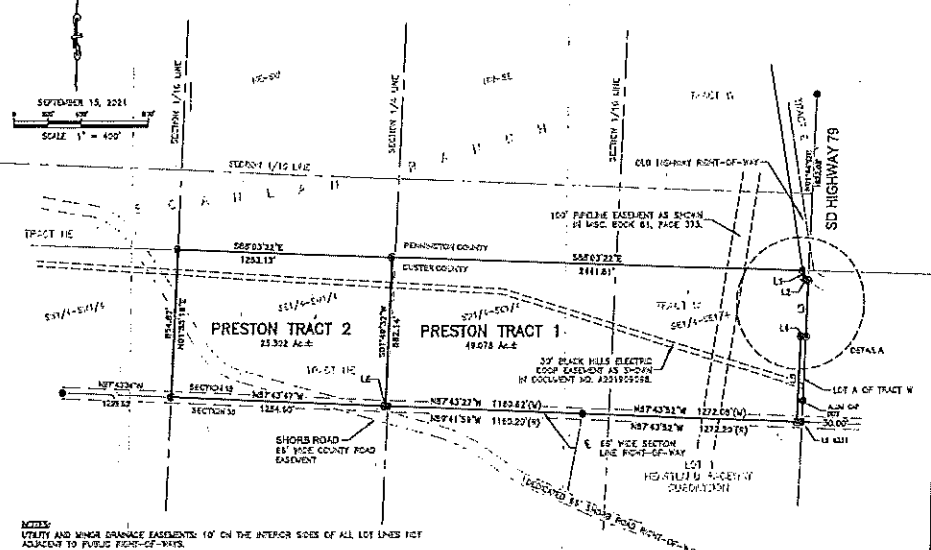


DRAWING NUMBER
12 PLAT 893

DRAWING NUMBER
12 PLAT 893

ENCL PG 28 OUT 1 PG 36

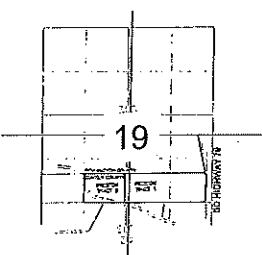
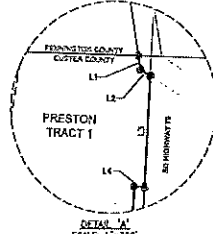
PLAT OF
LONE COYOTE SUBDIVISION
PLAT OF PRESTON TRACTS 1 & 2
(formerly a portion of Tract W of the SE1/4 of the SE1/4; a portion of the SW1/4 of the SE1/4; and portion of Tract NE of the SE1/4 of the SW1/4, Section 19; T2S, R8E, BHM)
LOCATED IN SECTION 19, T2S, R8E, BHM, CUSTER COUNTY, SOUTH DAKOTA



NOTES
UTILITY AND MINOR DRAINAGE EASEMENTS: 10' ON THE INTERIOR SIDES OF ALL LOT LINES NOT ADJACENT TO PUBLIC RIGHT-OF-WAYS.
ANY MINOR EASEMENT EVIDENT FROM RECORD SHALL BE KEPT FREE OF ALL OBSTRUCTIONS INCLUDING BUT NOT LIMITED TO BUILDINGS, WALLS, FENCES, HEDGES, TREES AND SHRUBS. THESE EASEMENTS GRANT TO ALL PUBLIC UTILITIES THE RIGHT TO CONSTRUCT, OPERATE, MAINTAIN, IMPROVE, AND REPAIR SUCH INFRASTRUCTURE AND STRUCTURES AS IT DEEMS EXPEDIENT TO FACILITATE SERVICE FROM ANY SOURCE.
BASIS OF BOUNDARY: SOUTH DAKOTA STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NAD83(2011), DERIVED FROM GRS-11.
WATER PRESTON 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 CIRCUMVENTION, LOCATED ADJACENT TO OR WITHIN SUCH PROPERTIES CONFORM TO AND FOLLOW ALL REGULATIONS OF THE SOUTH DAKOTA DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES RELATING TO THE SAME.
FLOODPLAIN STATEMENT
BASED ON THE FLOOD INSURANCE RATE MAP NUMBER 4603360202P (NOT FIRMED), EFFECTIVE DATE JANUARY 8, 2012, INDICATES THE SUBJECT PROPERTY IS LISTED IN ZONE B.

- LEGEND**
- 1. Center and 5/8" with survey cap marked "Parker - Area 8213".
 - 2. Center Found Survey Monument marked LS 5504, unless otherwise noted.
 - 3. Center Recorded in previous plat or description.
 - 4. Center Measured in this survey.

Parcel Line Table		
Line #	Distance	Bearing
L1	40.55	S09°47'23"E
L2	33.89	S57°21'23"E
L3	321.73	S01°51'53"W
L4	30.00	N87°43'52"W
L5	487.70	S01°51'53"W
L6	15.00	N87°43'47"W



CERTIFICATE OF SURVEYOR
State of South Dakota
County of Custer
SS.
We, the undersigned, do hereby certify that we are the owners of the land shown and described herein, that the survey was done at our request for the purpose indicated herein, that we have approved the survey and within plot of said land, and that the development of the land shall conform to all existing applicable zoning, subdivision, and easement control regulations.
Any land shown on the within plot as dedicated to public right-of-way is hereby dedicated to public use and public utility use as such, forever, but such dedication shall not be construed to be a dedication of the fee in such land.
In witness whereof, I have set my hand and seal.
Dated: Preston Tract, Inc.
By: *[Signature]*
On this 15th day of September, 2021, before me, a Notary Public, personally appeared *[Signature]*, known to me to be the person described in the foregoing instrument and acknowledged to me that he signed the same.
My commission expires: October 20, 2026.
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 original instrument as recorded in the public records of the State of South Dakota, at a meeting held on the 15th day of September, 2021.
Hermosa Finance Officer: *[Signature]*
CERTIFICATE OF DIRECTOR OF EDUCATION
I, Director of Education for Custer County, do hereby certify that I have a copy of the within described plat in my office.
DIRECTOR OF EDUCATION: *[Signature]* DATE 10-8-2021
CERTIFICATE OF COUNTY TREASURER
The Director of Finance for Custer County, do hereby certify that I have a copy of the within described plat in my office.
COUNTY TREASURER: *[Signature]* DATE 9-27-21

STATE OF S.D. Certificate of Registrar of Deeds
County of Custer, Document #: 84359
Filed this 29th day of October, 2021 at 2:07 p.m.
In Book 17 of Plats, Page 893. Fee: \$10.00
Registrar of Deeds, Custer County
State of South Dakota
SS.
I, Eric D. Howard, Registered Land Surveyor No. 5213 in the State of South Dakota, do hereby certify that at the request of the person listed herein, I have surveyed the land of land shown, and in the best of my knowledge and belief, the within plat is a representation of said survey, easements or restrictions of miscellaneous record or public agreements that are not known to me are not shown herein.
In witness whereof, I have hereunto set my hand and seal.
Eric D. Howard, Registered Land Surveyor 9-15-21
SS.
RESOLUTION OF BOARDING BOARD
Whereas, there has been presented to the Town Board 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 plat of said town, that the streets and block boundaries conform to the system of streets of the municipality, that all products of easements upon the land have been fully paid, and that said plat and the survey thereof have been approved according to law, now therefore, BE IT RESOLVED, that said plat be hereby approved in all respects.
Dated at Hermosa, South Dakota, this 15th day of September, 2021.
Town Board of Hermosa, South Dakota: *[Signature]*
CERTIFICATE OF COUNTY TREASURER
I, Treasurer for Custer County, do hereby certify that I have a copy of the within described plat in my office.
COUNTY TREASURER: *[Signature]* DATE 9-27-21
NOTED
RESOLUTION OF BOARD OF FINES
I, Finance Officer of Custer County, do hereby certify that I have a copy of the within described plat in my office.
COUNTY FINES OFFICER: *[Signature]* DATE 9-27-21

BID FORM
REVISED 09/22/2021

TOWN OF HERMOSA WATER AND SEWER EXPANSION PROJECT
HERMOSA, SOUTH DAKOTA

DATE: 9/29/2021

PROPOSAL OF: R.C.S. Construction, Inc.

hereinafter called the Contractor, proposes and agrees to and with The Town of Hermosa, hereinafter called the Owner, to complete the work according to the contract documents and to furnish the following at the price stated:

Item No.	Description of Item	Estimated Quantity	Unit	Unit Cost	Extended Cost
1	Mobilization	1.0	LS	\$ 36,966.36	\$ 36,966.36
2	Miscellaneous and Incidentals	1.0	LS	\$ 16,670.31	\$ 16,670.31
3	Erosion and Sediment Control	1.0	LS	\$ 5,443.75	\$ 5,443.75
4	Traffic Control	1.0	LS	\$ 3,792.69	\$ 3,792.69
5	8" Water Main C-900, DR-18	2876.0	LF	\$ 61.11	\$ 175,752.36
6	6" Water Main C-900, DR-18 (FH LEADS)	36.0	LF	\$ 64.31	\$ 2,315.16
7	8" 90° Horiz. Bend	2.0	EA	\$ 724.35	\$ 1,448.70
8	8" 11.25° Vertical. Bend	6.0	EA	\$ 613.54	\$ 3,681.24
9	8" 22.5° Vertical. Bend	4.0	EA	\$ 619.11	\$ 2,476.44
10	8" Gate Valve	6.0	EA	\$ 2,328.71	\$ 13,972.26
11	8" x 6" x 8" Tee	6.0	EA	\$ 832.59	\$ 4,995.54
12	8" Cap	1.0	EA	\$ 408.69	\$ 408.69
13	Broing of Shorb Road for water and sewer mains	1.0	EA	\$ 30,020.99	\$ 30,020.99
14	Sanitary Sewer Main, 10" PVC	2901.0	LF	\$ 59.28	\$ 171,971.28
15	48" PCC Manhole	8.0	EA	\$ 3,581.35	\$ 28,650.80
16	Fire Hydrant w/Aux Valve	5.0	EA	\$ 6,477.46	\$ 32,387.30
17	Flush Mounted Tracer Wire Access Box	5.0	EA	\$ 477.84	\$ 2,389.20
18	Sewer Main Encasement with insulation	200.0	LF	\$ 89.43	\$ 17,886.00
19	Seed, Fertilize and Mulch	3225.0	SY	\$ 1.85	\$ 5,966.25
20	Material Testing	1.0	LS	\$ 4,499.07	\$ 4,499.07
21	1" Water Service with curb stop location TBD	1.0	EA	\$ 3,286.65	\$ 3,286.65
				TOTAL BID AMOUNT:	\$ 564,981.04

Five hundred sixty four thousand nine hundred eighty one dollars and four cents

(Total Bid Price Written in Words)

All Bid Prices include any applicable federal, state and local taxes. This includes SD excise tax.

The within proposal and agreement are based upon the conditions, stipulations, and specifications named in the notice inviting bids for the Town of Hermosa Water and Sewer Expansion Project, which notice, drawings and detailed specifications are made as definitely a part of this contract as if written herein at length.

In the possible case of a discrepancy in bid amount, the written amount shall rule.

In submitting this Bid, Bidder represents that:

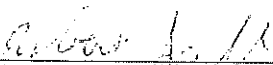
- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda:

<u>Addendum #/Date</u>	<u>Addendum #/Date</u>
<u>#1</u>	<u>9/22/2021</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

- B. Bidder has visited the site, has become familiar with it and is satisfied as to the general, local and site conditions that may affect cost, progress, and performance of the Work.
- C. The Project Final Completion date is March 1, 2022. Contractor agrees with the provisions for liquidated damages of \$250.00 Per Calendar Day, for failure to complete the project within the stated completion time.

In submitting this Bid Form it is understood that the Owner reserves the right to reject any and all bids and to waive all informalities.

Respectfully submitted:

<u>R.C.S. Construction, Inc.</u>	Date: <u>9/29/2021</u>
<u>Name of Company (Contractor)</u>	
<u>Robert C. Scull II (RC)</u>	
<u></u>	Address: <u>PO Box 9337</u>
<u>Authorized Signature</u>	<u>Rapid City, SD 57709</u>
Title: <u>President</u>	Contact: <u>Robert C. Scull II (RC)</u>
Phone / Fax: <u>(605)342-3787</u>	Email: <u>rc@rcsconst.com</u>

(Seal if corporation)

Submit this Bid Form in duplicate with other required materials in a sealed opaque envelope with the notation of "Sealed Bid Enclosed: Town of Hermosa Water and Sewer Expansion Project" on the face thereof. No electronic or facsimile bids will be accepted.

END OF BID FORM

Search 1389
 Check Name PRESTON FAMILY INC.
 Attention
 Address 22760 Stone Meadow Rd
 Print Label
 Envelope » Rapid City SD 57702

Status Active ☐ Use In Batch Entry ☐ One Time Only
 Type
 Phone
 Email
 Website

1099 & Shipping | Recur | Transactions | Checks/Deposits | Invoice/PO | Assets Purchased | Attachment |
 Display Format ☒ Simple ☐ Detail ☐ Extended ☐ Extended History File [Print](#)

Batch	Posted	Amount	Check No.	Date	Invoice	Account
Cash Receipt	9 2022	\$5,180.00				R 101-32100 BUILDING PERMIT REVENUE
Cash Receipt	9 2022	\$845.00				R 101-32100 BUILDING PERMIT REVENUE
Cash Receipt	8 2022	\$75.00				R 101-32100 BUILDING PERMIT REVENUE
Cash Receipt	8 2022	\$50.00				R 101-32100 BUILDING PERMIT REVENUE
Cash Receipt	4 2022	\$35,325.46				R 604-38390 OTHER SEWER REVENUE
Cash Receipt	4 2022	\$35,325.46				R 602-38190 OTHER WATER REVENUE
Cash Receipt	3 2022	\$30,175.63		03/31/22		R 604-38390 OTHER SEWER REVENUE
Cash Receipt	3 2022	\$30,175.62		03/31/22		R 602-38190 OTHER WATER REVENUE
Cash Receipt	3 2022	\$75,000.00	486423			R 604-38390 OTHER SEWER REVENUE
Cash Receipt	3 2022	\$75,000.00	486423			R 602-38190 OTHER WATER REVENUE

\$281,002.17

Record: 1 of 10 | ☒ Unfiltered | Search

[Options](#)

\$140,501.09 Sewer

\$140,501.09 Water

Customer/Vendor

23

Search

1951

Check Name

RCS CONSTRUCTION

Attention

Address

PO Box 9337

Print Label

Envelope 2

Rapid City

SD 57709-9337

Status

Active

☒ Use In Batch Entry ☐ One Time Only

Type

Phone

Email

Website

1099 & Shipping

Recur

Transactions

Checks/Deposits

Invoice/PO

Assets Purchased

Attachment

Display Format ☐ Sample ☐ Detail ☐ Extended☐ Embedded Vendor File

Print

Batch	Posted	Amount	Check No.	Date	Invoice	Account
Cash Payment	6/20/22	\$6,838.54	16735	06/16/22		E 604-43200-43300 CAPITAL IMPROVEMENTS
Cash Payment	6/20/22	\$6,838.53	16735	06/16/22		E 602-43300-43300 CAPITAL IMPROVEMENTS
Cash Payment	4/20/22	\$70,650.92	16663	04/08/22		E 602-43300-43300 CAPITAL IMPROVEMENTS
Cash Payment	4/20/22	\$70,650.92	16663	04/08/22		E 604-43200-43300 CAPITAL IMPROVEMENTS
Cash Payment	4/20/22	\$16,284.37	16663	04/08/22		E 604-43200-43300 CAPITAL IMPROVEMENTS
Cash Payment	4/20/22	\$16,284.36	16663	04/08/22		E 602-43300-43300 CAPITAL IMPROVEMENTS
Cash Payment	3/20/22	\$59,720.99	16615	03/16/22		E 604-43200-43300 CAPITAL IMPROVEMENTS
Cash Payment	3/20/22	\$59,720.99	16615	03/16/22		E 602-43300-43300 CAPITAL IMPROVEMENTS
Cash Payment	2/20/22	\$150,630.26	16576	02/18/22		E 604-43200-43300 CAPITAL IMPROVEMENTS
Cash Payment	2/20/22	\$150,630.26	16576	02/18/22		E 602-43300-43300 CAPITAL IMPROVEMENTS
Cash Receipt	2/20/22	\$75.00	\$5924			P 101-32000 LICENSES & MISC PERMITS

Total \$ 608,450.14

Record: 14 1 of 11

M

Unfiltered

Search

Delete Vendor

Options

9-3-24	Original Agreement with \$130,501.08 as amount for water tap fees
9-5-24	Revised Agreement changed water tap fees to \$140,501,08
9-17-24	BOT Packet included agreement with selling price of \$15,000 and closing at Title Company
10-1-24	BOT Packet Agenda listed Approval of final purchase agreement – no item in packet. Motion to approve and authorize Linda to sign once legal description added
11-1-24	Updated agreement in my email – included legal description and Pennington Title for closing
11-5-24	Included on BOT Agenda – no item in packet – minutes state agreement is ready for signature
11-7-24	BOT Agenda included purchase of piping and Benesch Lone Coyote Sewer Extension Work Authorization
11-20-24	Final land agreement signed – included “Any interest earned will be kept by the town.”
10-25-24 to 10/30/25	\$6,395.26 interest earned on 12-month CD
11/24/25-5-1/26	\$2,477.49 interest earned on 6-month CD

LAND PURCHASE AGREEMENT

This Purchase Agreement ("Agreement") is made and entered into as of November 20, 2024, by and between:

Seller:

Preston Family
22760 Stone Meadow Rd
Rapid City, South Dakota 57702

Buyer:

Town of Hermosa
PO Box 298
230 Main Street
Hermosa, South Dakota 57744

RECITALS

WHEREAS, the Seller owns certain land currently described:
UTILITY LOT 1 OF LONE COYOTE SUBDIVISION (FORMERLY PRESTON TRACT 1 OF LONE COYOTE SUBDIVISION) LOCATED IN SECTION 19, TS2, R8E, CUSTER COUNTY, SOUTH DAKOTA; CONTAINING 0.48 ACRES OF LAND. SUBJECT TO ANY AND ALL EASEMENTS, RESTRICTIONS AND/OR RIGHTS-OF-WAY OF RECORD.

WHEREAS, the Buyer desires to purchase, and the Seller desires to sell, the land under the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. Sale of Assets

The Preston Family agrees to sell the Town of Hermosa a portion of their property as indicated in the attached Exhibit. The property is 0.48 acres (21,015 SF) and is located entirely in the above described lot of the proposed Bison Ridge Subdivision plat. The agreed upon purchase price is \$ 15,000.

Along with the agreed upon purchase price, the town also agrees to set aside an amount of \$140,501.08 that was paid to the town for water tap and benefit fees, which will be put in a segregated interest-earning account to be used exclusively for the development of the sewer collection system and related infrastructure, including replatting, to connect to the town's sewer trunk line, located at the south property line. Any interest earned will be kept by the town. Related infrastructure can include road improvements where the sewer line is active and present. The funds and accrued interest cannot be used for other purposes and must be used on land that is inside the town of Hermosa town limits. The town will cover the costs of surveying the parcel and the cost of the parcel split for the recorded deeds.

2. Purchase Price

2.1. The total purchase price for the land shall be no more than Fifteen Thousand Dollars (\$15,000.00) (the "Purchase Price").

2.2. The Purchase Price shall be paid by the Buyer to the Seller in the following manner:

2.2.a. \$15,000 paid at the time of Closing.

3. Closing

3.1. The closing of the transaction contemplated by this Agreement (the "Closing") shall take place on November 20, 2024 at the Title Company of Pennington Title, 725 Kansas City Street, Rapid City, South Dakota, or at such other time and place as the parties may mutually agree in writing.

3.2. At the Closing, the Seller shall deliver to the Buyer the following:

- a) A duly executed Deed transferring ownership of the land to the Buyer.
- b) Copies of documents related to the land
- c) Any other documents necessary to complete the transfer of the Assets.

3.3. At the Closing, the Buyer shall deliver to the Seller the following:

- a) \$15,000 dollars in certified funds.
- b) A resolution, order, ordinance or other evidence of approval of the purchase by the Town of Hermosa;
- c) Any other documents required to complete the purchase.

4. Representations and Warranties

4.1. Seller's Representations and Warranties: The Seller represents and warrants to the Buyer that:

- a) The Seller is the sole owner of the Assets and has the full legal right and authority to sell and transfer them.
- b) There are no pending or threatened lawsuits, claims, or proceedings against the Plant.

4.2. Buyer's Representations and Warranties: The Buyer represents and warrants to the Seller that:

- a) The Buyer has the legal authority to purchase the land and the financial capacity to pay the Purchase Price and perform its obligations under this Agreement.
- b) The Buyer has obtained all necessary approvals and authorizations to purchase the Assets.
- c) The buyer would expect a Warranty Deed

5. Disclaimer of Warranties

5.1 Other than as specifically set forth herein, Seller makes no representations or warranties, either express or implied, concerning the land and assets subject to this Agreement.

5.2 Buyer has had the opportunity to inspect and examine the land and has been given access to review each and all documentation Buyer deems necessary to enter into this Agreement. Buyer is not relying upon any representations or warranties of Seller regarding the condition of the land, nor its suitability for Buyer's intended purposes. The land shall be sold to the Buyer "AS IS" and "SUBJECT TO ALL FAULTS."

6. Indemnification

6.1. The Seller agrees to indemnify, defend, and hold harmless the Buyer from and against any and all claims, liabilities, losses, damages, costs, and expenses (including reasonable attorney's fees) arising out of or related to any breach of the Seller's representations, warranties, or covenants in this Agreement.

6.2. The Buyer agrees to indemnify, defend, and hold harmless the Seller from and against any and all claims, liabilities, losses, damages, costs, and expenses (including reasonable attorney's fees) arising out of or related to any breach of the Buyer's representations, warranties, or covenants in this Agreement.

7. Governing Law

7.1. This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota, without regard to its conflict of laws principles.

8. Dispute Resolution

8.1. Any legal action, suit or proceeding in law or equity arising out of or relating to this Agreement and the transaction contemplated by this Agreement may only be instituted in a state or federal court in the State of South Dakota. If any action or proceeding in law or equity is instituted for the alleged breach of any obligation under this Agreement, then the prevailing party shall be entitled to recover reasonable attorney's fees, expert witness fees, and court costs, in addition to any other remedy afforded by law.

9. Entire Agreement

9.1. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, and negotiations, whether written or oral, between the parties.

10. Amendments

10.1. This Agreement may be amended or modified only by a written agreement signed by both parties.

11. Severability

11.1. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

12. Construction

12.1. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

13. Binding Effect

13.1. This Agreement shall extend to and be binding upon the heirs, administrators, personal representatives, successors, and assigns of the parties hereto.

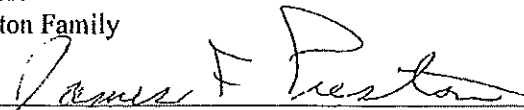
14. Counterparts

14.1. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Dated this 20 day of November 2024, effective November 20, 2024.

Seller:
Preston Family

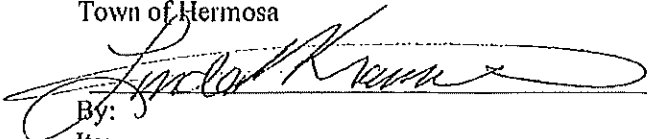


By:

Its: *Board Pres. & on +.*

Dated this 20 day of November, 2024, effective November 20, 2024.

Buyer:
Town of Hermosa



By:

Its:



**Southern
Hills Law**
Legal Solutions for the Black Hills

*J. Scott James
Attorney at Law
Licensed in SD, NY*

*Gina Ruggieri
Attorney at Law
Licensed in SD*

8 W. Mt Rushmore Rd. Custer, SD 57730 tel: 605.673.2503

southernhillslaw@gmail.com

VIA EMAILED DELIVERY TO TOWN CLERK

Hermosa Town Board
230 Main St
Hermosa, SD 57744

February 17, 2026

RE: Legal Opinion on return of funds to Preston Family Inc., from 2021 agreement

Town of Hermosa Legal Opinion No: 2026-5

Dear Members of the Board:

I. You asked me to look at a 2021 agreement between the Town of Hermosa and Preston Family Inc, in which PFI donated money to the Town for water and sewer development. In my inquiries to the Town Office, it is my understanding that water and sewer lines were partially constructed toward the PFI land and that the water and sewer presently extend to their land, but that the town can only offer sewer service due to water service being controlled by Southern Black Hills Water.

The relevant portions of the December 8, 2021 "Agreement for Contribution of Developer Funds for Public Improvements" are listed below:

The Agreement states that **"within 30 days of this Agreement Developer hereby agrees to remit \$150,000.00 to be held by the Town which shall be applied to costs associated with the construction and installation of the subject public Improvements on a 50/50 basis as invoices are received from subcontractors...."**

(although the Agreement refers to \$150,000.00, it is my understanding that the Prestons actually contributed \$300,000.00 (potentially \$150,000.00 is from the "line of credit" referenced in the agreement) and that \$150,000.00 was supposed to go to the water services, and \$150,000.00 was supposed to go for the sewer services).

The agreement further states that **"upon final acceptances by the Town of the Improvements, any remaining developer funds shall be refunded to Developer."**

Notably, section 2 “Pending Litigation” states that if the anticipated litigation halts the water development, that the agreement remains effective with respect to sewer development.

No South Dakota statutes govern this arrangement save for the specific power of South Dakota municipalities to receive gifts and to contract:

9-12-1. General corporate powers--Municipal property.

Every municipality has the power:

- (1) To sue and be sued and to contract in its corporate name;
- (2) To acquire by lease, purchase, gift, condemnation, or other lawful means and hold in its corporate name, or use and control as provided by law, both real and personal property and easements and rights of way within or without the corporate limits for all purposes authorized by law or necessary to the exercise of any power granted;
- (3) To provide that supplies needed for the use of the municipality are furnished by contract let to the lowest responsible bidder, except as otherwise provided by law;
- (4) To construct, operate, and maintain an auditorium and all public buildings necessary for the use of the municipality;
- (5) To insure the public property of the municipality;
- (6) To convey, sell, give, dispose of, or lease the personal and real property of the municipality as provided by the laws of this state; and
- (7) To perform all administrative and financial functions for all purposes authorized by law or necessary to the exercise of any power granted.

Source: SDC 1939, § 45.0201 (12)-(15), (17), (18); SL 2002, ch 33, § 3; SL 2014, ch 49, § 1; SL 2025, ch 38, § 59.

Thus, the interpretation of the arrangement between the Town of Hermosa and PFI is purely a matter of contract law. Clearly the contract outlines the conditions for the return of funds. That condition is the “acceptance” by the Town of the Improvements. So, if the Town were to accept the portion of work as concluded or as not possible to be completed, then under the contract terms, remaining funds could be disbursed.

A second consideration is whether public funds were expended on partially completed improvements. The contract anticipates that the contributed funds will be drawn down “as invoices come in” on the project. Thus, if the Town actually expended money on this project, through invoices that were paid, then the Town, as steward of those funds, would rightfully be expected to draw down 50% of those invoiced costs from the Funds before refunding them. The wording of the contract does not condition

*J. Scott James
Attorney at Law
Licensed in SD, NY*

*Gina Ruggieri
Attorney at Law
Licensed in SD*

expenditure of the funds on successful completion of the project, but rather on a pay as you go model.

II. In the course of investigating this matter, I also discovered a second contract entered into on November 20, 2024 titled "Land Purchase Agreement". This agreement was primarily about the Town purchasing rights to real property for the placement of a water tower, but it also contained references to money donated by the Prestons. It is my understanding that this references money for water only which was credited here in this agreement because the Board at the time was not able to provide water service because of the Southern Black Hills Water suit.

Relevantly, the agreement states "Along with the agreed upon purchase price, the town also agrees to set aside an amount of \$140,501.08 that was paid to the town for water tap and benefit fees." After investigation of prior invoices and conversations with former and current Board members, it is my understanding that amounts were invoiced for well over \$600,000.00 for this project by RCS Construction. I also reviewed minutes of an October 1, 2024 Board Meeting in which the Town Engineer explained, prior to a vote, that the money was "for water taps, and since they couldn't use them, this was a way of keeping the funds earmarked for development and then getting their money refunded to them" (approximately 1 hr, 40 minute into recording of 10-1-24 meeting). It appeared that there was some sentiment at that time that the 2021 contract needed to be revisited because the water service was not able to be provided.

The items I was not able to confirm were 1) were funds actually drawn down for water and sewer improvements from either of the \$150,000.00 sources and 2) Why was the amount put into the CD \$140,501.08 instead of \$150,000.00? Did that represent the amount of funds drawn down. It is assumed for the answers below that the \$150,000.00 for sewer was used up or should be drawn down.

Depending on the answer to those questions, the Board could take the position that the contract provides that improvements were to be drawn down as invoices came in, and since the invoices exceeded 200% of the contribution, then there is no money that needs to be refunded and the fund can be applied to the costs already expended by the Town on RCS construction. This is a "hard line" approach that could expose the town to potential litigation, as arguably the 2021 contract does anticipate that "water service" would be provided to PFI, and since that didn't happen, the Town didn't meet its obligation.

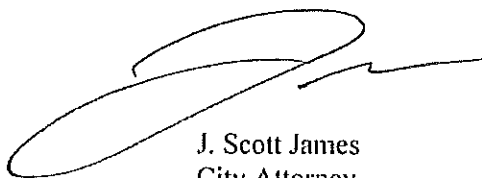
Secondly, the Town could take the position that the 2024 Board essentially already decided this, and that the 2024 agreement supersedes the 2021 agreement and that

the \$150,000.00 (or \$140,501.08) must be used for development purposes inside the development as the 2024 agreement contemplates. This, again is a bit of a hard line, though more moderate than the first position as it gives the landowner more money to use for development.

Third, the Town could certainly decide that the agreement, as it did in 2024, merits further reconsideration, and that, because having PFI develop the community as envisioned in the 2024 agreement is no longer practical, that they should receive a full refund of the \$150,000.00 (or the \$140,501.08), but not for the sewer. This would be a softer position to take, but likely the one with the least legal exposure.

In the end, these three approaches are all policy decisions that the Board can choose what they think is a) fair to the Prestons and b) in the Town's best interest. The contracts themselves did not contain specific language about the refunding process other than what is mentioned above. Certainly, the Prestons got some benefit from the developed infrastructure, though not exactly the benefit that they bargained for. The Town needs to confirm whether any draw down of these funds took place for both the water and sewer and why the \$140,501.08 is less than the contribution of \$150,000.00. If the Town needs further assistance on this matter, please do not hesitate to ask.

Very Truly Yours,

A handwritten signature in black ink, appearing to read 'J. Scott James', with a large, stylized loop at the beginning and a horizontal line extending to the right.

J. Scott James
City Attorney
Hermosa, South Dakota

**DEMERSSEMAN JENSEN
TELLINGHUISEN & HUFFMAN, LLP**

LAWYERS

P.O. Box 1820, Rapid City SD 57709-1820
516 FIFTH STREET, RAPID CITY SD 57701-2703
TELEPHONE 605-342-2814 FAX 605-342-0732

MICHAEL B. DEMERSSEMAN
CURTIS S. JENSEN
ROGER A. TELLINGHUISEN
RICHARD E. HUFFMAN, P.C.

MICHAEL V. WHEELER
GREGORY G. STROMMEN
NATHAN R. CHICOINE

April 14, 2026

VIA EMAIL ONLY

J. Scott James
Attorney at Law
southernhillslaw@gmail.com

Re: Hermosa Town Board Meeting to be Held April 14, 2026

Dear Mr. James:

I have been assisting Krista Preston put together information for the family and it has come to my attention that there is a work session scheduled for today and I have received a copy of the Table of Contents for the work session and the attached documents.

In those documents I note you have included the Purchase Agreement signed by Jim Preston on November 20, 2024. I also have reviewed your opinion.

I need to tell you that someone in the City pulled a fast one on the Preston family. The initial Purchase Agreement that was sent to them on September 3, 2024, copy attached, in a forwarded email from Krista to me, had no dollars on it but it also failed to mention the provision you referred to as the City of Hermosa keeping the interest. The phrase "any interest earned will be kept by the town" was added to the 2nd draft that was sent to Krista on September 13, 2024. I will forward both of the emails from her to me right after I send this.

On the September 13th, 2024, email an identical looking Purchase Agreement containing the purchase price of \$15,000 was sent to the family but the phrase "any interest earned will be kept by the town" was inserted in that Agreement but not pointed out.

At the time Jim Preston signed this document he was having some memory issues and no one else had looked at this Agreement after the first draft sent on September 3rd.

I think someone in the Town is playing fast and loose with the Prestons. I would hope at your meeting today you can put some of this to bed and return all of

April 14, 2026

Page

the Preston's money you are holding plus all of the interest you did receive and will receive because that was not the Agreement.

In addition, while the Town claims that the sewer is operable. DANR never received notice that the work was complete to be placed in service and we are looking for confirmation that the status of the new ponds/treatment facilities were also completed and approved by the DANR.

I will not attend but I think this is a good opportunity to clean up this deal.

Very truly yours,


Richard E. Huffman (reh@demjen.com)
DeMERSEMAN JENSEN
TELLINGHUISEN & HUFFMAN, LLP

REH:ned

Emails forwarded after this



SOUTH DAKOTA RURAL WATER APPRENTICESHIP PROGRAM

Employer Information

5B

WHAT IS THE SDARWS APPRENTICESHIP PROGRAM?

Water and Wastewater Operations Specialists are imperative to your community for access to clean drinking water and to ensure wastewater effluent is returned to the environment properly. But with close to 50% retiring in the next five years, communities will fail to prosper if replacements aren't put in place AND properly trained.

The SDARWS Registered Apprenticeship Program is a combination of On-the-Job training (OJT) and Related Technical Instruction (RTI) in which the apprentice is provided the tools necessary to be a successful Operations Specialist in the water or wastewater field.

TWO APPRENTICE OPTIONS AVAILABLE:

- Water Systems Operation Specialist
- Wastewater Systems Operation Specialist

BENEFITS:

- Two years of hands-on training alongside an experienced operator
- Proven solution to recruit, train, and retain employees
- Replace retiring workforce
- Build a relationship with the apprentice
- Ensure a well-rounded, highly trained employee is produced

TWO-YEAR PROGRAM:

- 4,000 hours of On-the-Job training (OJT)
- 288 hours of Related Technical Instruction (RTI)
- Apprentices are paired with a participating utility who in turn provides a qualified mentor.
- Mentors will then supervise and support the apprentice in their daily duties.

EMPLOYER EXPECTATIONS:

- Identify and support an experienced mentor to provide guidance and on-site training to apprentices
- Pay the apprentice's wages and provide evaluations
- Strongly consider retaining apprentices following program completion
- Utilize SDARWS Apprenticeship Coordinator to resolve concerns and ensure best outcome for apprentices

LEARN MORE AT sdarws.com/waterworks

FOR MORE INFORMATION, CONTACT:

Kindra Wiese, SDARWS Apprenticeship Coordinator
kindra@sdarws.com
605-556-7219 or 605-501-9208



SDARWS Apprenticeship Program Factsheet

SDARWS is proud to offer an Apprenticeship Program approved by the South Dakota and Federal Departments of Labor. This program aims to assist water and wastewater utilities in efficiently recruiting and training new industry employees. The goal is for Apprentices to complete the program in two years. Apprentices are full-time employees of the water or wastewater utility, with the added benefits of Apprenticeship.

There are two primary objectives of Apprenticeship: one is to provide quality instruction (RTI) that progressively advances as the Apprentice's knowledge of the industry advances. Two is on-the-job training (OJT), which comprises everyday tasks and moves to more advanced duties that new operators may not typically be involved with. Each Apprentice will have a Mentor at their facility to help them along their journey.

SDARWS has curated the RTI for individuals new to the industry and those looking to gain knowledge in the field. The vast majority of RTI courses will be taken online. These courses are self-paced online to allow for flexible learning by Apprentices across the state. A minimum of 288 hours of RTI will be completed, divided into four six-month periods. The SDARWS Apprenticeship Coordinator is responsible for keeping track of the Apprentices' hours and course completion. The expectation is for Apprentices to complete courses outside of normal working hours.

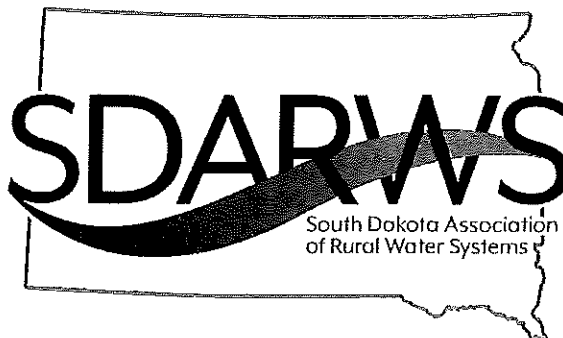
Apprentices will complete 4,000 hours of OJT over the two-year period. These hours must be distributed across different work processes to ensure the Apprentices develop into well-rounded employees at the end of the SDARWS Apprenticeship Program. Apprentices will report these hours worked

into our tracking database. Mentors will be responsible for approving these hours; this will help reinforce the importance of operator integrity to those new to the industry.

By law, Apprentices must be paid a progressive wage that is increased when they complete each period, ending the program at the starting operator wage for each system. For example, if a system pays \$24 per hour on day one, an acceptable pay scale would be: Period 1- \$20 per hour, Period 2- \$21 per hour, Period 3- \$22 per hour, Period 4- \$23 per hour, completion of the program- \$24 per hour. Progression to the next period requires Apprentices to complete 72 hours of RTI, 1,000 hours of OJT, and receive satisfactory review from their Mentor. Completion of the program is achieved when an Apprentice completes a minimum of 288 hours of RTI, 4,000 hours of OJT, passes the SD DANR Class I Water or Wastewater Operator Specialist certification.

SDARWS can recruit interested individuals for systems and conduct screening interviews to find high quality candidates. Systems can advertise an opening, interview as they traditionally have, and enroll a new employee at any time.

The total cost of the program is under \$3,000 to pay for the RTI. The system would cover these costs; however, there are reimbursement options available.



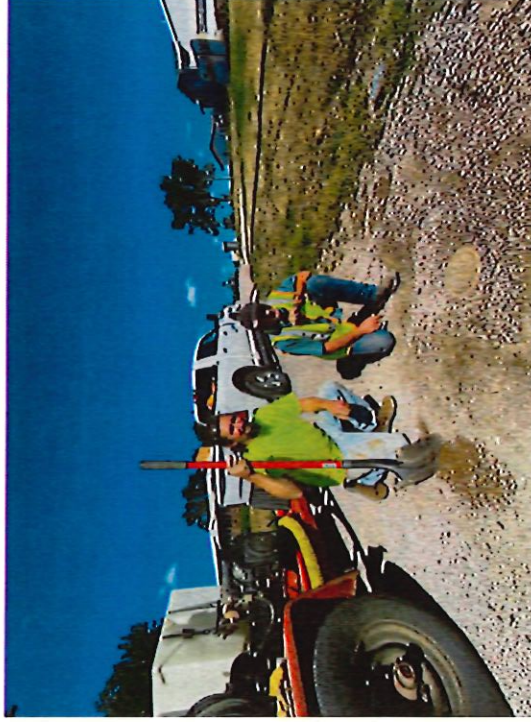
SDARWS Apprenticeship

Working together to provide clean water for SD



PARTNERS

- SDARWS Apprenticeship Coordinator, Kindra Wiese
- Employer
- Mentor
- Apprentice



SDARWS Apprenticeship Program

- Invest in the future of your system and the water industry
 - 2-2.5 year program
 - 4000 on the job training hours
 - Minimum of 288 related technical instruction (RTI) courses
 - Employer
 - Cost- Cover RTI costs and wages
 - Benefit- Certified water or wastewater operator to provide quality service at your system
 - Mentor
 - Current professional at your system who is willing to share expertise, supervise, and build a working relationship
 - Apprentice
 - Over 18 with a HS diploma or GED & valid driver's license
 - Stipends available for both apprentice & mentor



SDARWS Apprenticeship Program

- Registered with the federal Department of Labor, 29CFR29
- SDARWS is the sponsor and has created standards for the program
- There are 2 apprentice able occupations
 - Water Systems Operation Specialist
 - Wastewater Systems Operation Specialist
- Apprentices are required to complete 4,000 hours on-the-job training, minimum of 288 related technical instruction (course work)

BENEFITS



- Replace retirees
- Recruit, train, & retain employees
- Transfer knowledge from experienced technicians to new apprentices
- 2 years hands on training
- Build relationships
- Ensure you have well-rounded, highly trained employees

EXPENSES

- Wage progression based on Federal Apprenticeship Program requirements & standards guidelines- wages would be based on your budget
- RTI

Water Systems Operation Specialist or Wastewater Systems Operation Specialist	
Period 1 0-1000 hours OJT	\$17.60/hour
Period 2 1001-2000 hours OJT	\$18.70/hour
Period 3 2001-3000 hours OJT	\$19.80/hour
Period 4 3001-4000 hours OJT	\$20.90/hour
Completion	\$22.00/hour



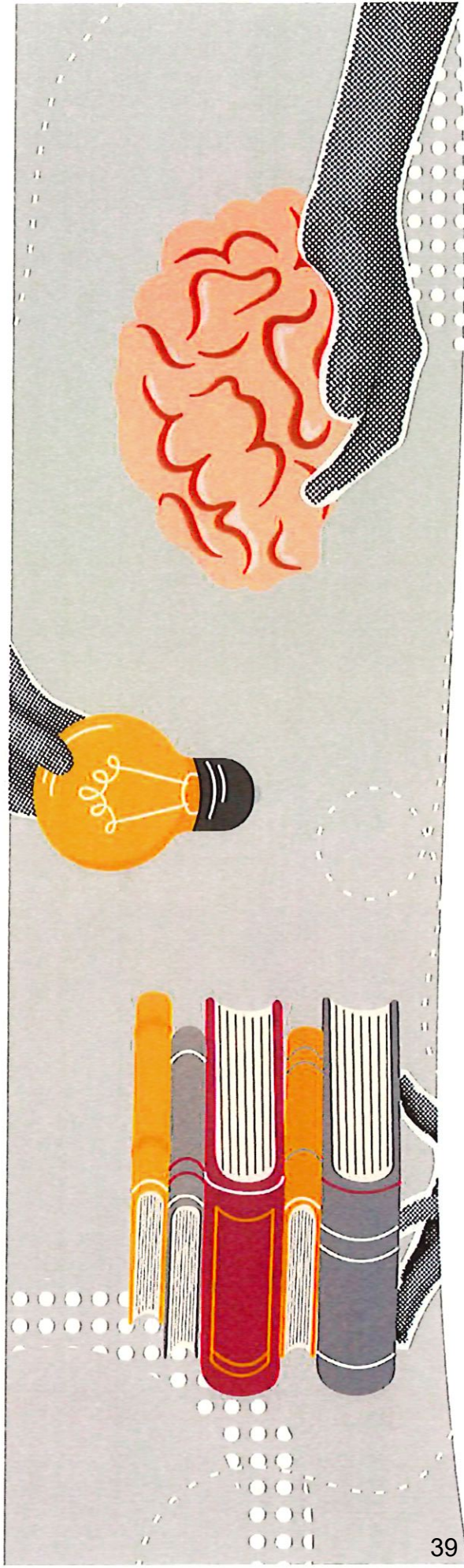
RESPONSIBILITIES



- Provide 4,000 hours of on the job training
- Wage progression
- Provide a mentor to oversee apprentice training
- Share knowledge
- Performance evaluations

TIME

- Start to completion is 2-2.5 years
- If possible, mentor would miss 2.5 days to attend the annual technical conference in January
- HR or head of payroll needs time to communicate with AC that wage progressions are being met on time
- Weekly- mentor approve OJT hours
- Monthly- mentor check in with the AC on apprentice progress and documenting on ATS
- Orientation & two courses completed by mentor (approx. 5 hours total)



Looking ahead...

- Want to learn more or sign on as an employer
 - Contact Kindra Wiese
 - kindra@sdarws.com
 - 605-501-9208



**DOCUMENTS
DISTRIBUTED AT
8-17-2026 BOT
SPECIAL MTG AND
NOT INCLUDED IN
PACKET**



South Dakota Association of Rural Water Systems Registered Apprenticeship Program

POSITION: Apprentice – Systems Operations Specialist (*Indicate whether Water or Wastewater*)

SCHEDULE: Full-time

LOCATION: (Utility Name here)

DESCRIPTION:

SDARWS has exciting and rewarding Apprenticeship opportunities available. Earn while you learn!

The SDARWS Apprenticeship Program offers two occupations: Water Systems Operations Specialist and Wastewater Systems Operations Specialist. Operations Specialists are the men and women who sustain our communities by operating drinking water and wastewater utilities. Water and Wastewater Operations Specialists ensure the quality of South Dakota's water resources and protect public health, providing critical services to their communities.

Our program requires 4,000 hours of paid On-the-Job Training (approximately 2 years) along with 288 hours of related technical instruction. SDARWS acts as the program sponsor and administrator. Once an apprentice is matched with a utility, they will be assigned a mentor. They will work alongside this experienced technician for the duration of the program, and they will receive a well-rounded, holistic technical education.

Apprentices will be required to complete the identified on-the-job training and related technical instruction requirements AND must pass the Class I certification required by the State of South Dakota prior to program completion. Completion of the SDARWS Apprenticeship Program will result in at least one water or wastewater operator certification and a nationally recognized Registered Apprenticeship credential from the U.S. Department of Labor.

Some of the skills and knowledge to be gained from this program include:

- Water/wastewater system operations and maintenance
- Sample collection and reporting for Water/Wastewater regulatory compliance
- Drinking water disinfection and wastewater treatment techniques
- Mechanical and electrical troubleshooting
- Collaboration with operators, managers, board members and regulating agencies
- Security and emergency response procedures and planning
- Management and supervisory training

WHO CAN APPLY?

To meet minimum qualifications for apprenticeship, applicants must:

- Age:** Apprentices must be at least 18 years of age. Proof of age is required.
- Driver's License:** Apprentices must possess a valid state issued vehicle operator license to be accepted into the program. Proof of valid driver's license is required.

- C. **Education:** Possess a high school diploma, General Educational Development (GED) equivalency or other high school equivalency credential. Proof of education is required.
- D. **Physical, drug screening, background check:** Applicants may be required to complete one or all of these depending on the employer.

CREDIT FOR PREVIOUS EXPERIENCE/EDUCATION:

The applicant could receive credit towards the "On-the-Job Training" hours based on previous work experience, and/or credit towards related technical instruction based on previous courses taken. To receive credit, the applicant's previous work experience and/or education must be reviewed and approved by SDARWS.

HOW TO APPLY: Go to apprenticeship.nrwa.org to learn more. To apply, click on "Get Started." You will be prompted to create an account and complete the application.

CONTACT US: If you have questions about the program or the application process, please contact:

Kindra Wiese
Apprenticeship Coordinator
South Dakota Association of Rural Water Systems
kindra@sdarws.com
605-501-9208

Check out our SDARWS Apprenticeship webpage: sdarws.com/waterworks

The South Dakota Association of Rural Water Systems will not discriminate against apprenticeship applicants or apprentices based on race, color, religion, national origin, sex (including pregnancy and gender identity), sexual orientation, genetic information, or because they are an individual with a disability or a person 40 years old or older. The South Dakota Association of Rural Water Systems will take affirmative action to provide equal opportunity in apprenticeship and will operate the apprenticeship program as required under Title 29 of the Code of Federal Regulations, part 30.