

**HERMOSA TOWN BOARD  
TUESDAY, NOVEMBER 21, 2023  
REGULAR MEETING @ 6:00pm**

- 1) **ROLL CALL:**
  - A. BOT Roll Call: Ferguson, Henrichsen, Holsworth, Kramer, Styles
  - B. Acknowledgement of other Attendees
  - C. Pledge of Allegiance to be led by Styles
  
- 2) **CALL FOR CHANGES:**
  - A. Review of current agenda items
  - B. Motion to accept the agenda as presented/amended
  
- 3) **SPECIAL ITEMS:**
  - A. Meeting Protocol
  - B. Adopt a special rule of order
  
- 4) **CONSENT CALENDAR:**
  - A. Approval of the November 7, 2023, regular meeting
  
- 5) **CONFLICT OF INTEREST DECLARATION**
  
- 6) **CLAIMS:**
  - A. Review payroll and claims
  - B. Motion to approve the claims as presented/amended
  
- 7) **LAW ENFORCEMENT/ ABATEMENTS/COMPLAINTS:**
  - A. Marshal's Report
  - B. Custer County Log
  - C. Dispatch Contract, pending
  - D. Abatements  
Properties, Dumpster
  
- 8) **LEGAL:**
  - A. Engineer expense reimbursement
  - B. Delegation for signing permits (Based on this, President to schedule a Work Session)
  - C. Add a nonvoting member to the BOT from outside the city limits and within one mile
  - D. Simons Oath of Office
  - E. Simons authorization to sign bank signature card
  
- 9) **ENGINEER:**
  - A. Hermosa Sidewalk Project, pending final bill from SD DOT
  - B. Sewer Project (Lagoon design & expansion)  
AET update
  - C. Town of Hermosa Water and Sewer Extension Project – pending
  - D. Approval for KLJ Engineering to develop task orders; Deadline TBD
    1. Lagoon bidding and construction management
    2. Engineering staff reports/office support
    3. Evaluate lift station at Ferguson Subdivision for storm water issues
    4. Feasibility study for tying into SBHW to submit to SDDANR funding/grants
    5. Feasibility study for placing water, and sewer along Whitney Street from east of the railroad to Highway 79 to submit to SDDANR for funding/grants
    6. Feasibility study for evaluating (stormwater along Whitney and road replacement) the intersection of Whitney and 2<sup>nd</sup> Street to highway 79 for SDDOT for funding/grants
    7. Highway 79 sewer repair bidding and construction management
  - E. Request KLJ design the extension to the town's water/sewer lines to service Ferguson properties along Whitney

- 10) **PLANNING & ZONING**  
A.
- 11) **PUBLIC WORKS**  
A. Committee Report  
B. Streets, Street Light Repairs, Water & Sewer Department Updates  
Trustee report on town lighting needs  
C. Agreement for performance of services of public works and town maintenance  
D. Bolted Tank Interior Floor Reseal  
E. Open Work Orders (Attached)  
280 Manning St sewer line  
F. 170 N Wilder, Garden Meter Refund
- 12) **FINANCE OFFICE:**  
A. Monthly financials  
B. Department updates  
C. Grant research  
D. Approve June 4, 2024, Election Date  
E. Operating Agreement Renewal  
Operating Agreement Corner Pantry Travel Center, Package (off-sale) Liquor  
Operating Agreement Hermosa Deli & Lounge, Retail (on-sale) Liquor  
Operating Agreement Lazy R Bar and Grill; Retail (on-sale) Liquor-Restaurant  
F. Uniform Alcoholic Beverage License Renewal  
PL-4469, Corner Pantry Travel Center, Package (off-sale) Liquor  
RL-5208, Hermosa Deli & Lounge, Retail (on-sale) Liquor  
RR-22505, Lazy R Bar and Grill; Retail (on-sale) Liquor-Restaurant  
G. Tracking Items (Attached)  
H. CD Maturity Date (12/08/2023)
- 13) **OLD BUSINESS:**  
A. Annexation: Voluntary Annexation  
B. Hermosa Connects
- 14) **NEW BUSINESS:**  
A. SBHW presentation – pending – Mid to late November  
B. Headwaters Economics  
C. Andersen Engineers  
1. Survey; Locate 9 Corners  
D. Shorb's easement requirements owed to them by town. Scheduled for October 4, 2023  
E. Town office camera system investigation  
F. Leasing Town Shop  
G. Contract services – Joan Harris  
H. Approve request for advertising for pumping lagoon  
I. Discussion of utilization of office space  
J. Water connection issue – 355 Main Street  
K. 2<sup>nd</sup> Readings:  
Ordinance 154.02, Definition of Planning & Zoning Commission  
Ordinance 155.02, Definition of Planning & Zoning Commission  
Chapter 32A  
L. Requirement drainage on Lone Coyote Development and Carriage Hills  
M. Town of Hermosa Resolutions:  
05-2023, Clean Water State Revolving Fund Issuer Resolution  
06-2023, Surcharge for Improvements to the Sewer System  
N. Minimum charge for water/sewer connections

- 15) **ITEMS FROM CITIZENS:** No action will be taken by the board on any issue related without being first placed on a future agenda, by the board, to allow for proper notice. (Reserved time for public comment is 15 minutes). Meetings of the Board of Trustees are open to the public. The audience will be allowed to comment on specific agenda items during the time allotted on the agenda for those items, according to established procedures of the Board. This is a time for members of the public (citizens, business owners, and those living within one mile of the town limits) to express concerns or discuss issues having relevance to the town. Anyone wishing to address the Town Board during this time shall be asked to stand and identify themselves after being recognized by the Board President.
- 16) **TRUSTEE INPUT:**
- 17) **EXECUTIVE SESSION:**
- A. Motion to enter Executive Session allowable by SDCL 1-25-2.1 – Legal/Personnel/Contract
  - B. Motion to exit out of Executive Session
  - C. Motions resulting from Executive Session
- 18) **ADJOURN:**  
Motion by \_\_\_\_\_; Second by \_\_\_\_\_ to adjourn the meeting at \_\_\_\_\_ PM.

4A

**HERMOSA TOWN BOARD  
TUESDAY, NOVEMBER 7, 2023  
REGULAR MEETING @ 6:00pm**

ROLL CALL: Styles called the meeting to order on Tuesday, November 7, 2023, at 6.00 pm with the following members present: Ferguson, Henrichsen, Holsworth, Kramer and Styles. KLJ engineers, Attorney Johnson, Harris and Ferguson also present. Interested citizens also present. Pledge of Allegiance led by Jerald Styles.

CALL FOR CHANGES: Motion made and seconded to approve the agenda as amended (move Engineer after Conflict of Interest); vote; all ayes, motion carried.

SPECIAL ITEMS: Meeting protocol presented.

CONSENT CALENDAR: Motion made and seconded to approve October 17, 2023, BOT regular minutes and October 25 and 27, 2023, special meeting minutes as presented; vote; all ayes, motion carried.

CONFLICT OF INTEREST DECLARATION: Board members are responsible to refrain from discussion and voting on agenda items that they may have a conflict of interest.

ENGINEER: Hermosa Sidewalk Project, pending final bill from SD DOT. Sewer Project (Lagoon design & expansion) AET update, pending report from SD DANR on final design. Town of Hermosa Water and Sewer Extension Project – SBHW approved the sewer line that is crossed under their water line. This was one of the four conditions for the town to move forward to have the sewer line approved. Hermosa Hills Drainage, completed. Motion made and seconded to remove Hermosa Hills Drainage from the agenda; all ayes, motion carried. KLJ Engineering: Motion made and seconded to approve KLJ task order for bidding and construction management for the lagoon project; vote; Holsworth, nay; Ferguson, aye; Henrichsen, aye; Kramer, aye, Styles, aye; motion carried. Engineering staff reports/office support: motion made and seconded to approve KLJ's task order for preparing staff reports, provide office support; vote; all ayes, motion carried. Evaluate lift station at Ferguson Subdivision for storm water issues: discussion, no action. Feasibility study for tying into SBHW to submit to SDDANR funding/grants: dates and times to be determined. Looking at a cost estimate. Feasibility study for placing water, and sewer along Whitney Street from east of the railroad to Highway 79 to submit to SDDANR for funding/grants; Feasibility study for evaluating (stormwater along Whitney and road replacement) the intersection of Whitney and 2<sup>nd</sup> Street to Highway 79 for SDDOT for funding/grants; and Highway 79 sewer repair bidding and construction management – all pending. Motion made and seconded to request KLJ to prepare cost estimate design for the extension to the town's water/sewer lines to service Ferguson properties along Whitney with all costs paid by the developer with the exception of the sewer repair needed by the town along Manning. Discussion. The town will have responsibility for the piping and lift station once installed, all costs will be Ferguson's responsibility with the exception of the portion of the sewer the town needs to repair. A letter from the town will be sent to the property owners for their input. Vote: Ferguson, abstained; Henrichsen, aye; Holsworth, aye; Kramer, aye; Styles, aye; motion carried.

CLAIMS: Motion made and seconded to approve November 7, 2023, Payroll and Claims; discussion. Vote; all ayes, motion carried. A & B BUSINESS EQUIPMENT INC, MONTHLY PRINTER/FAX FEE, \$574.80; AMERICAN LEGAL PUBLISHING Corp, Folio/Internet Supplement Pg, \$195.00; AXON ENTERPRISE INC, Body Camera , \$649.30; BLACK HILLS ELECTRIC COOP, Inc, Utilities/Electric, \$2,769.05; DANR, Stormwater construction, \$100.00; DSG-DAKOTA SUPPLY GROUP, Check Valves x 3,5th St Lift Station, \$1,206.43; CHUCK FERGUSON , Monthly agreement 10/2023, \$2,600.00; CHUCK FERGUSON, Preparation for lagoon pumping, \$1,071.61; G.J. HOLSWORTH & SON, INC, Spread 20 Ton Rock, \$390.00; GOLDEN WEST TECHNOLOGIES, Monthly service-November 2023, \$576.00; GWORKS, Annual subscription, \$6,070.00; Hawkins, Inc., Hydrogen Peroxide, \$223.95; HILLS SEPTIC, Emergency lagoon pumping, \$41,490.00; HORST TRUCKING, Gravel/Lagoon, \$1,304.55; JOHNSON LAW OFFICE, BOT mtg, email, revue, ordinance, \$1,795.50; MT RUSHMORE TELEPHONE, PHONE/INTERNET, \$258.49; PIONEER BANK & TRUST, Adobe, Newsletter, \$304.23; RURAL DEVELOPMENT, RD1 loan-November Interest, \$1,278.00; RURAL DEVELOPMENT, RD2 loan-November Interest, \$417.00; RURAL DEVELOPMENT, RD3 loan-November Interest, \$222.00; Southern Hills Publishing, Publishing/Legal, \$275.13; YESCO Rapid City, Fuse, mileage, labor, \$551.56; **Accounts Payable Total, \$64,322.60. Payroll: Total Paid On: 10/30/2023, Legislative, \$1,296.69; Financial administration, \$2,263.04; Gen. Gov't buildings, \$155.84; Water, \$335.43; Sewer, \$126.00; Promoting City/ BBB, \$42.00; LE, \$484.61; EFTPS-Electronic Federal Tax, \$1,088.36; HEALTH POOL OF SOUTH DAKOTA, Admin single health/life 11/23, \$917.87; SOUTH DAKOTA RETIREMENT SYSTEM, SDRS, \$346.66. Payroll Related Total, \$7,056.50. REPORT TOTAL, GENERAL: \$15,548.43; BBB GROSS RECEIPTS TAX: \$ 51.09; WATER: \$ 7,421.05; SEWER: \$48,358.53. Total Funds: \$71,379.10**

LAW ENFORCEMENT/ABATEMENTS/COMPLAINTS: Marshal's Report, none. Custer County Log, will be provided next meeting. Dispatch Contract, pending. Motion made and seconded to remove, Approval to hire Heath Lowry and Approval to reimburse for duty phone/monthly charges from the agenda; vote; all ayes, motion carried. Abatements: concern with prairie dogs, the town will follow the abatement ordinance process.

LEGAL: Engineer expense reimbursement, pending. Resolution assistance to dissolve P&Z, completed. Assistance to review and rewrite ordinances to support dissolving P&Z, completed. Delegation for signing permits, pending Dybvig's review. Legal – Bond Schedule: motion made and seconded to table this item until a marshal is hired; vote; all ayes, motion carried. Motion made and seconded to request Attorney to evaluate what needs to be done to add a nonvoting member to the BOT from outside the city limits and within one mile limit; discussion. Vote; Holsworth, nay; Ferguson, aye, Henrichsen, aye, Kramer, aye, Styles, aye; motion carried. ACES/WRT contract (Executive Session). Motion made and seconded to remove, Resolution assistance to dissolve P&Z, Assistance to review and rewrite ordinances to support dissolving P&Z, Legal – Bond Schedule, and ACES/WRT contract (Executive Session) from the agenda; vote; all ayes, motion carried.

PLANNING & ZONING: P&Z October 24, 2023, minutes reviewed; no action. Motion made and seconded to remove, permit 2022-25, Revised Digging/ROW from the agenda; vote; Ferguson, abstained, Henrichsen, aye, Holsworth, aye, Kramer, aye, Styles, aye, motion carried.

PUBLIC WORKS: Ferguson updated on streetlights. Leak in the tower is still seeping but sediment may be helping to seal itself, should be able to postpone addressing the issue until after the first of the year. Valve needs to be repaired but the tank needs to be isolated from the town to repair. Lagoon: plan to burn weeds around area before the end of the year. Streets: Styles and Ferguson to perform drive around town to look at condition of streets and report to BOT. Agreement for performance of services of public works and town maintenance: draft contracts distributed to BOT, requested BOT to review the drafts and be prepared to discuss and make decisions at November 14, 2023, Work Session. Open Work Orders: to be included in BOT packets in order to track open Work Orders.

FINANCE OFFICE: October bank reconciliation and financial reports to be presented November 21, 2023, meeting. Jodi Simons began working as Finance Officer. Motion made and seconded to approve Boddicker to work on November 10, 2023, Veterans Day, vote; all ayes, motion carried. Motion made and seconded to approve June 4, 2024, as the election date; vote; all ayes, motion carried. Motion made and seconded to approve Operating Agreement Renewals for:

1. Operating Agreement Corner Pantry Travel Center, Package (off-sale) Liquor
2. Operating Agreement Hermosa Deli & Lounge, Retail (on-sale) Liquor
3. Operating Agreement Lazy R Bar and Grill; Retail (on-sale) Liquor-Restaurant

Vote: all ayes, motion carried.

Motion made and seconded to approve Uniform Alcoholic Beverage License Renewal

1. PL-4469, Corner Pantry Travel Center, Package (off-sale) Liquor
2. RL-5208, Hermosa Deli & Lounge, Retail (on-sale) Liquor
3. RR-22505, Lazy R Bar and Grill; Retail (on-sale) Liquor-Restaurant

Vote: all ayes, motion carried.

Tracking Items: to be included in BOT packets in order to track important issues.

OLD BUSINESS: Annexation: Voluntary Annexation, pending. Hermosa Connects: Baker reported Hermosa Connects will meet November 13, 2023, at 9:00 am, Hermosa Coffee Shop.

NEW BUSINESS: SBHW presentation – pending. Headwaters Economics – public meeting to be held on Monday, November 13, 2023, at 6:00 PM. Andersen Engineers, Survey; Locate 9 Corners, pending. Shorb's easement requirements owed to them by town, pending. Town office camera system investigation: security company requested a walk through to discuss the town needs. Ferguson and Styles volunteered. Leasing Town Shop: motion made and seconded to request sealed bids for leasing the Town Shop on a per month payment for one year with 4 option years with the rate going up 3% per each option year, discussion. Vote; all ayes, motion carried. Styles and Boddicker to work on document to send to Attorney. Motion made and seconded to approve contract services with Joan Harris at \$25 per hour for up to 100 hrs. for a total of \$2,500. Joan will be required to submit in writing what she will be working on and the number of hours it will take and get approval in writing to proceed from the Finance Officer and the Board President or Vice President prior to any work commencing. Discussion. Start date to begin once it is approved. Vote; all ayes, motion carried. Motion made and seconded to approve advertising for pumping and trucking of the lagoon, date to be determined, in support of construction; discussion. Vote; all ayes, motion carried.

Discussion of utilization of office space: motion made and seconded to move this item to November 14, 2023, Work Session. Henrichsen asked to amend the motion to attend Work Session with no pay, no second, amended motion failed. Vote on original motion: all ayes, motion carried. Water connection issue – 355 Main Street, discussion. Motion made and seconded to request town to investigate, repair, install a tap – whatever is needed - to support water to the tap, at town's expense; vote: all ayes, motion carried. 1<sup>st</sup> Readings: Ordinance 154.02, Definition of Planning & Zoning Commission, Ordinance 155.02, Definition of Planning & Zoning Commission, Chapter 32A. 2<sup>nd</sup> Reading and approval scheduled for November 21, 2023.

ITEMS FROM CITIZENS: None.

TRUSTEE INPUT: Holsworth: pleased to see the water percentage loss was decreased. Ferguson: none. Kramer: good meeting. Henrichsen: good meeting, pleased to see resolution for water issue at 355 Main Street. Styles: very good meeting, appreciates the input from the board members. Pleased to be able to keep Harris involved with town activities.

EXECUTIVE SESSION: Motion made and seconded to enter into executive session allowable by SDCL 1-25-2.1 for Legal/Personnel/Contract purposes at 7:52 pm; vote: all ayes, motion carried. Motion made and seconded to come out of executive session at 8:30 pm; vote: all ayes, motion carried. Motion made and seconded to authorize the Board of Trustees President and Finance Officer to sign the Termination Agreement and Mutual Release with ACES concerning the WRT contract and contemporaneous with submitting that to ACES, we will also provide ACES a letter from the Attorney providing ACES with termination notice concerning the WRT contract and they have an opportunity to cure the defaults under that contract within 30 days. Vote: Holsworth, nay, Ferguson, aye, Henrichsen, aye, Kramer, aye, Styles, aye, motion carried.

ADJOURN: Motion made, seconded, to adjourn the meeting at 8:34 pm; vote: all ayes, motion carried.

ATTEST:

Gail Boddicker, Finance Officer

Jerry Styles, Town Board President

Published once at the approximate cost of \_\_

6A

Claims

Hold for Claims

Not able to complete  
on Friday!



**CUSTER COUNTY SHERIFF'S OFFICE**  
 SHERIFF MARTY MECHALEY  
 420 MT RUSHMORE ROAD, CUSTER, SOUTH DAKOTA, 57730  
 PHONE: (605) 673-8146 FAX: (605)673-8154



Hermosa -October 2023 CFS's

Printed on November 6, 2023

CFS Date/Time	CFS #	Case Number	Code	Code : Description	Zone	Address
10/01/23 13:00:01	CFS2309874		DIST	DIST : Disturbance	HERMOSA	N HEARTLAND
10/01/23 21:18:41	CFS2309884		UNWANTED	UNWANTED : Unwanted	HERMOSA	N HEARTLAND
10/02/23 06:48:50	CFS2309890		SPATROL	SPATROL : School Patrol	HERMOSA	4TH ST, HERMOSA,
10/02/23 14:58:07	CFS2309907		SPATROL	SPATROL : School Patrol	HERMOSA	4TH ST, HERMOSA,
10/03/23 06:58:39	CFS2309919		SPATROL	SPATROL : School Patrol	HERMOSA	4TH ST, HERMOSA,
10/03/23 14:54:03	CFS2309926		SPATROL	SPATROL : School Patrol	HERMOSA	4TH ST, HERMOSA,
10/03/23 14:54:19	CFS2309927		EXT	EXT : Extra Patrol	HERMOSA	HERMOSA PUMP
10/03/23 16:25:39	CFS2309930	2023-00519	SUSP	SUSP : Suspicious	HERMOSA	4TH ST, HERMOSA,
10/04/23 07:28:54	CFS2309943		COMPOL	COMPOL : Community	HERMOSA	4TH ST, HERMOSA,
10/04/23 14:46:52	CFS2309950		SPATROL	SPATROL : School Patrol	HERMOSA	4TH ST, HERMOSA,
10/04/23 18:27:01	CFS2309954		VANDAL	VANDAL : Vandalism	HERMOSA	WHITNEY ST,
10/04/23 19:33:08	CFS2309957		LOSTPERS	LOSTPERS : Lost Person	HERMOSA	HERMOSA, HERMOSA
10/05/23 06:49:01	CFS2309960		MOTASST	MOTASST : Motorist	HERMOSA	MAIN ST / INGALLS
10/05/23 07:05:06	CFS2309961		SPATROL	SPATROL : School Patrol	HERMOSA	4TH ST, HERMOSA,

7/B

CFS Date/Time	CFS #	Case Number	Code	Code : Description	Address Zone
10/06/23 16:07:33	CFS2309996		CIVIL	CIVIL : Civil Matter	HERMOSA, HERMOSA HERMOSA
10/07/23 02:19:13	CFS2310006		AOA	AOA : Assist Other	SOUTH DAKOTA HERMOSA
10/07/23 14:53:45	CFS2310021		PAPSERV	PAPSERV : Paper Service	MAIN ST #50, HERMOSA
10/07/23 15:00:57	CFS2310022		PAPSERV	PAPSERV : Paper Service	MARIE ST, HERMOSA
10/09/23 19:52:15	CFS2310079		CIVIL	CIVIL : Civil Matter	FERGUSON ST, HERMOSA
10/09/23 22:03:36	CFS2310082		EXT	EXT : Extra Patrol	FERGUSON ST, HERMOSA
10/10/23 05:51:27	CFS2310088		EXT	EXT : Extra Patrol	FERGUSON ST, HERMOSA
10/11/23 18:14:18	CFS2310133		EXT	EXT : Extra Patrol	FERGUSON ST, HERMOSA
10/11/23 22:02:47	CFS2310135		EXT	EXT : Extra Patrol	FERGUSON ST, HERMOSA
10/12/23 22:02:33	CFS2310160		EXT	EXT : Extra Patrol	FERGUSON ST, HERMOSA
10/13/23 01:28:14	CFS2310162		EXT	EXT : Extra Patrol	HERMOSA, HERMOSA HERMOSA
10/13/23 14:04:00	CFS2310176		EXT	EXT : Extra Patrol	FERGUSON ST, HERMOSA
10/14/23 05:58:32	CFS2310197		EXT	EXT : Extra Patrol	FERGUSON ST, HERMOSA
10/14/23 18:10:52	CFS2310206		EXT	EXT : Extra Patrol	FERGUSON ST, HERMOSA
10/14/23 20:58:16	CFS2310210		INFO	INFO : Info	43 840137, -103.2003 HERMOSA
10/14/23 22:14:20	CFS2310211		EXT	EXT : Extra Patrol	FERGUSON ST, HERMOSA
10/15/23 21:12:31	CFS2310233		EXT	EXT : Extra Patrol	HERMOSA, HERMOSA HERMOSA
10/15/23 22:06:20	CFS2310234		EXT	EXT : Extra Patrol	FERGUSON ST, HERMOSA

CFS Date/Time	CFS #	Case Number	Code	Code : Description	Address Zone
10/16/23 05:50:56	CFS2310238		EXT	EXT : Extra Patrol	FERGUSON ST, HERMOSA
10/16/23 23:55:06	CFS2310258		EXT	EXT : Extra Patrol	FERGUSON ST, HERMOSA
10/17/23 17:04:03	CFS2310279		EXT	EXT : Extra Patrol	FERGUSON ST, HERMOSA
10/18/23 00:05:58	CFS2310284		EXT	EXT : Extra Patrol	FERGUSON ST, HERMOSA
10/18/23 00:06:33	CFS2310285		EXT	EXT : Extra Patrol	VILAS ST, HERMOSA, HERMOSA
10/19/23 14:48:01	CFS2310326		WAR/ATT	WAR/ATT : Warrant	CUSTER COUNTY HERMOSA
10/20/23 19:47:54	CFS2310366	2023-00547	WARRANTARR	WARRANTARR : Warrant	N, HEARTLAND HERMOSA
10/20/23 22:16:03	CFS2310368		EXT	EXT : Extra Patrol	FERGUSON ST, HERMOSA
10/21/23 06:06:37	CFS2310369		EXT	EXT : Extra Patrol	FERGUSON ST, HERMOSA
10/21/23 06:08:44	CFS2310370		EXT	EXT : Extra Patrol	VILAS ST, HERMOSA, HERMOSA
10/21/23 16:07:11	CFS2310381		TSTOP	TSTOP : Traffic Stop	HERMOSA, SOUTH HERMOSA
10/21/23 16:41:25	CFS2310383	2023-00548	SHOPLIFT	SHOPLIFT : Shoplifting	HERMOSA SOUTH HERMOSA
10/21/23 22:08:41	CFS2310393		EXT	EXT : Extra Patrol	FERGUSON ST, HERMOSA
10/22/23 06:03:33	CFS2310396		EXT	EXT : Extra Patrol	FERGUSON ST, HERMOSA
10/22/23 22:10:22	CFS2310418		EXT	EXT : Extra Patrol	FERGUSON ST, HERMOSA
10/22/23 22:11:15	CFS2310419		EXT	EXT : Extra Patrol	VILAS ST, HERMOSA, HERMOSA
10/23/23 06:00:25	CFS2310422		EXT	EXT : Extra Patrol	FERGUSON ST, HERMOSA
10/23/23 22:15:05	CFS2310448		EXT	EXT : Extra Patrol	FERGUSON ST, HERMOSA

CFS Date/Time	CFS #	Case Number	Code	Code : Description	Address Zone
10/24/23 06:03:39	CFS2310455		EXT	EXT : Extra Patrol	FERGUSON ST, HERMOSA
10/24/23 18:25:07	CFS2310472		EXT	EXT : Extra Patrol	FERGUSON ST, HERMOSA
10/24/23 21:23:11	CFS2310479		AMB	AMB : Ambulance Calls	FOLSOM CT, HERMOSA
10/25/23 01:58:15	CFS2310480		EXT	EXT : Extra Patrol	N HEARTLAND HERMOSA
10/25/23 10:09:22	CFS2310484	2023-00553	DIST	DIST : Disturbance	HERMOSA SOUTH
10/25/23 14:58:22	CFS2310488	2023-00554	THREATS	THREATS : Threats	HERMOSA, HERMOSA HERMOSA
10/25/23 20:32:15	CFS2310496		THEFTOT	THEFTOT : Theft - All	VILAS ST, HERMOSA
10/25/23 22:10:21	CFS2310497		911M	911M : 911 Misdial	43.842702, -103.1862 HERMOSA
10/26/23 09:53:05	CFS2310502		TRAFFCOMP	TRAFFCOMP : Traffic	SOUTH DAKOTA HERMOSA
10/26/23 14:17:52	CFS2310513		911M	911M : 911 Misdial	43.842766, -103.1862 HERMOSA
10/27/23 11:31:18	CFS2310533		PAPSERV	PAPSERV : Paper Service	VILAS ST, HERMOSA
10/27/23 11:34:58	CFS2310534		PAPSERV	PAPSERV : Paper Service	2ND ST, HERMOSA
10/29/23 00:28:15	CFS2310565		911T	911T : 911 Transfer	E MAIN ST HERMOSA
10/29/23 00:41:15	CFS2310566		DUP	DUP : Duplicate Call	E MAIN ST HERMOSA
10/30/23 10:40:25	CFS2310580		PAPSERV	PAPSERV : Paper Service	VILAS STREET, HERMOSA
10/30/23 10:48:14	CFS2310582		PAPSERV	PAPSERV : Paper Service	2ND ST, HERMOSA
10/30/23 10:55:05	CFS2310584		PAPSERV	PAPSERV : Paper Service	DONNA ST, HERMOSA
10/30/23 14:39:44	CFS2310590		HARR	HARR : Harassment	VILAS ST, HERMOSA

CFS Date/Time	CFS #	Case Number	Code	Code : Description	Address Zone
10/31/23 19:00:42	CFS2310615		CONCIT	CONCIT : Concerned	HERMOSA VILAS ST, HERMOSA

**Total Records: 69**



**CUSTER COUNTY SHERIFF'S OFFICE**  
SHERIFF MARTY MECHALEY  
420 MT RUSHMORE ROAD, CUSTER, SOUTH DAKOTA, 57730  
PHONE: (605) 673-8146 FAX: (605)673-8154



7c

11/16/2023

Town of Hermosa  
230 Main Street  
Hermosa, SD 57744

Greetings,

I have attached the dispatch contract for the Town of Hermosa. Please review the contract and if you have any questions, or suggestions, let me know. I did request that we keep the dollar amount the same and to change the billing cycle to begin in January rather than November.

During the November 15, 2023 County Commission Meeting, the Commission requested that I send the Town of Hermosa billing for the law enforcement coverage. The Sheriff's Office has been providing the Town law enforcement coverage since Marshal Heeb left on October 5<sup>th</sup>, 2023. I understand we do not have a formal contract for law enforcement anymore, but I will send a monthly invoice as requested by the County Commission. The amount respectively requested will be at the previous contract amount. If we can assist you in advertising the Marshal position please let me know.

If you have any questions please feel free to contact me anytime.

  
Marty Mechaley

## AGREEMENT FOR DISPATCH SERVICES

THIS AGREEMENT FOR DISPATCH SERVICES ("Agreement") is made and entered into by and between the TOWN OF HERMOSA, a municipal corporation of the State of South Dakota, hereinafter referred to as "Town" and THE BOARD OF CUSTER COUNTY COMMISSIONERS, of the State of South Dakota, hereinafter referred to as "County," on behalf of the Custer County Sheriff ("Sheriff").

WITNESSETH.

WHEREAS, SDCL 1-24-8, authorizes the political subdivisions of a municipality to contract with a county for the purpose of providing law enforcement services by the county's Sheriff within the boundaries of the municipality; and

WHEREAS, the Town has requested that the County provide public safety communications dispatch services ("Dispatch Services") to the Town; and

WHEREAS, the parties to this Agreement recognize the need for efficient and dependable public safety communication dispatch services to the public in and around the County and in the Town; and

WHEREAS, the County, in the interest of the health, safety and welfare of the residents of the Town, deems it advisable to enter into this Agreement; and

WHEREAS, the County has decided to execute any future agreements with the Town on a fiscal year basis.

NOW, THEREFORE, in consideration of the foregoing, it is agreed as follows:

1. The Custer County Sheriff's Office ("Sheriff") shall provide 24x7 Dispatch Services within the boundaries of the Town.
2. The Dispatch Services to be provided by the Sheriff within the boundaries of the Town shall be similar to the Dispatch Services provided in other unincorporated and incorporated areas of the County of Custer. For purposes of this Agreement, Dispatch Services shall mean receiving calls for service and dispatching them to appropriate Hermosa law enforcement personnel, and entering information into the Custer County Records Management System and National Crime Information Center (NCIC) to include, but not be limited to, missing persons, stolen and recovered automobiles, and vehicle impound information.
3. The term of the Agreement shall be for a one (1) year period commencing on January 1, 2024, and shall end as of December 31, 2024.
4. As consideration for the Dispatch Services provided under this Agreement, the Town shall pay to the County \$8,000.00, which is the cost for performing Dispatch Services

for the Town for the term of this agreement. Payment of said \$8,000.00 shall be made to the County by the Town in quarterly installments of \$2,000.00 due by the first (1<sup>st</sup>) day of each quarter.

5. The Dispatch Services provided pursuant to this Agreement shall be performed by the communications personnel of the Sheriff. The Sheriff's staff shall be responsible for maintaining all records relating to the services performed.
6. The County is, and shall at all times be deemed to be, an independent contractor. Nothing in this Agreement shall be construed as creating the relationship of employer or employee between the Town and the County or any of the County's agents or employees. To the extent, this Agreement creates a principal-agent relationship between the County and the Town, such relationship confers on the County and its employees the authority to act on the Town's behalf only as to matters covered by this Agreement. The County shall retain all authority for rendition of the services covered by this Agreement, including standards of performance, control of personnel (including discipline), and other matters incidental to the performance of the services by the County. Nothing in this Agreement shall make any employee of the Town a County employee or any employee of the County a Town employee for any purpose, including, but not limited to, withholding of taxes, payment of benefits, worker's compensation, or any other rights or privileges accorded County or Town employees by virtue of their employment.
7. If any waiver by the Town results in a waiver of protections afforded to the County, the Town shall, to the extent allowed by law, indemnify and hold harmless the County for such actions. If any waiver by the County results in a waiver of the protections afforded to the Town, the County shall, to the extent allowed by law, indemnify and hold harmless the Town for such actions. Further, the County shall not be responsible for any claim against the Town that arises out of services not performed by the County pursuant to this Agreement.
8. The County does not intend by this Agreement to assume any contractual obligations to anyone other than the Town, and the Town does not intend by this Agreement to assume any contractual obligation to anyone other than the County. The County and Town do not intend that there be any third-party beneficiary to this Agreement.
9. Any assignment, transfer or subcontracting of this Agreement is prohibited, unless written consent is obtained from the other party in writing.
10. This Agreement may not be modified, amended or otherwise altered unless mutually agreed upon in writing by the parties hereto.
11. The Town is not responsible for Worker's Compensation claims of Sheriff's employees working under this Agreement.

12. The Town agrees to carry Comprehensive General Liability Insurance with a minimum \$1,000,000.00 limit of liability. Custer County, the Sheriff, and his employees will be named as additional insureds under this policy. The Town shall provide the County with a Certificate reflecting that coverage.
13. The Town further agrees to carry Workers Compensation coverage for Town employees as required by South Dakota law.
14. Either party may terminate this Agreement, with or without good cause shown, upon 30 days written notice to the other party prior to termination. In the event of termination by the County, no damages, liquidated or otherwise, shall inure to the benefit of the County; however, the County will refund a pro-rated portion of the fee paid pursuant to paragraph 4 above.
15. Unless otherwise agreed in writing, this Agreement and the interpretation thereof shall be governed by the laws of the State of South Dakota. The parties to this Agreement agree that the venue for any legal action pursuant to this Agreement shall be in circuit court, Seventh Judicial Circuit, Custer County, South Dakota.
16. Notices to be provided under this Agreement shall be given in writing either by hand delivery, or deposited in the United States mail, with sufficient postage, to the following persons:

Custer County Office  
 Of the States Attorney  
 420 Mt. Rushmore Rd  
 Custer, SD 57730

Town Clerk  
 Town of Hermosa  
 238 Main street  
 Hermosa, SD 57744

Custer County Sheriff  
 Custer County Sheriff's Office  
 420 Mt. Rushmore Rd  
 Custer, SD 57730

Hermosa Town Marshall  
 Town of Hermosa  
 238 Main Street  
 Hermosa, SD 57744

17. In the event any provision of this Agreement is held unenforceable or invalid by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement. Failure to strictly enforce any provision of this Agreement shall not be construed to be a waiver of any provision, right or responsibility contained herein.

18. This Agreement is intended only to govern the rights and interests of the parties named herein. It is not intended, does not and may not be relied upon, to create any rights, substantial or procedural, enforceable by law by any third party in any matters, civil or criminal.
19. This Agreement embodies the entire agreement of the parties to this Agreement and supersedes all previous communications, representations, or agreements, either verbal or written, between the parties of this Agreement.
20. This Agreement may be executed in counterparts.

APPROVED and EXECUTED on this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Hermosa Town Board  
Board President

\_\_\_\_\_  
Hermosa Town Marshall

ATTEST:

\_\_\_\_\_  
Hermosa Town Clerk

APPROVED and EXECUTED on this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Custer County Sheriff  
Marty Mechaley

\_\_\_\_\_  
Custer County Commission  
Jim Lintz, Chairman

ATTEST:

\_\_\_\_\_  
Custer County Deputy Auditor  
Barbara Cox

Rebar footings walls

Town of Hermosa  
Work Session  
10/10/2023

8B

The Engineer & Floodplain Administrator provide staff reports with findings

All that office signs off on must be in BOT packet for their information

Inspection turn-around is 48 hours

Commercial Building Permit - Engineer, then BOT to approve

Conditional Use Permit - BOT

Commercial Demolition Permit – Engineer, then BOT

Residential Demolition Permit – BOT

Digging & Grading Permit - pre-inspection, office approval (if comfortable) otherwise to BOT

Flood Plain Permit - Floodplain Administrator, then BOT

Hen Permit - pre-inspection, BOT, post inspection

Informational Permit – Office

Mobile Home Moving Permit – Office **if going into trailer park**

- If office finds it questionable then to BOT for approval

Mobile Home Relocation Permit is same as the Mobile Home Moving Permit - office

Residential Building Permit - pre-inspection (site visit), Engineer, BOT *if comfortable*  
*Office is comfortable*  
*1. volume moved 2. footing - rebar*

Sign Permit / Temporary Signs – Office

Sign Permit / Permanent Signs - pre-inspection, BOT

Transient Vendor – Office

Water Connection <sup>X</sup>(part of Building Permit Packet) - Engineer, BOT

Sewer Connection <sup>X</sup>(part of Building Permit Packet) - Engineer, BOT

Engineer  
Residential/Commercial  
" "

New Customer Water Turn On – Office

Contractor License – Office

Subdivision Plat – Engineer, BOT

Variance – Engineer (depending on what it is), BOT

Zoning Application – Engineer (depending on what it), BOT

Complaint Form – Office

Stop Work Order – Public Works

Vacate Public ROW - Engineer (depending on what it is), BOT

Town of Hermosa  
Work Session  
10/10/2023  
Revised – 11-16-2023

Revised

The Engineer & Floodplain Administrator provide staff reports with findings

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Digging & Grading Permit - pre-inspection, office approval (if comfortable) otherwise to BOT

Flood Plain Permit - Floodplain Administrator, then BOT

Hen Permit - pre-inspection, BOT, post inspection

Informational Permit – Office

Mobile Home Moving Permit – Office **if going into trailer park**

- If office finds it questionable then to BOT for approval

Mobile Home Relocation Permit is same as the Mobile Home Moving Permit – Office

Residential Building Permit - pre-inspection / site visit, Office - if comfortable or Engineer, BOT

Sign Permit / Temporary Signs – Office

Sign Permit / Permanent Signs - pre-inspection, BOT

Transient Vendor – Office

Water Connection – (part of Building Permit Packet) – Residential – Office. Commercial - Engineer, BOT

Sewer Connection – (part of Building Permit Packet) - Residential – Office. Commercial - Engineer, BOT

New Customer Water Turn On – Office

Contractor License – Office

Subdivision Plat – Engineer, BOT

Variance – Engineer (depending on what it is), BOT

Zoning Application – Engineer (depending on what it), BOT

Complaint Form – Office

Stop Work Order – Public Works

Vacate Public ROW - Engineer (depending on what it is), BOT



## WORK ORDERS 11/17/2023

5/30/2023	2023-33	755 Marie St.	Turn water off - no payment	Jill	MEDIUM	VOID	Shut off due to non payment - payment was made.
5/30/2023	2023-34	110 2nd St.	Turn water on. Back from Utah	Jill	HIGH	COMPLETE	
6/22/2023	2023-36	107 2nd St.	Meter not working	Jill	COMPLETE	COMPLETE	
6/22/2023	2023-37	350 Vilas	Same meter reading 3 months	Jill	LOW	VOID	
6/22/2023	2023-38	345 Ferguson	No reading last 2 months	Jill	LOW	COMPLETE	
6/27/2023	2023-39	Light Mcdermand	Corner light is dim	Jill	LOW	COMPLETE	Done per Chuck
7/26/2023	2023-40	140 N. 2nd	Make sure garden meter is working	Gail	MEDIUM	COMPLETE	Ken ran over hydrant????Chuck will try to fix
8/4/2023	2023-35		Signage at RR/Holsworth	Gail	HIGH	VOID	
8/4/2023	2023-35		Put up sign again by railroad tracks	Gail	HIGH		
8/4/2023	2023-41		change speed sign on Whitney	Gail	MEDIUM	COMPLETE	Per Gail
8/8/2023	2023-42	330 Ferguson	Turn water off - house empty	Lorenda Martin	MEDIUM	COMPLETE	Owner passed away - home will be put up for sale
8/15/2023	2023-51	Fairgrounds Plc	Install Speed Limit Signs	Law Enforcement	HIGH		
8/15/2023	2023-52	Ferguson Rd	Fill Pot Hole just of Main St	Town Board	HIGH		
8/21/2023	2023-43	300 E. Main #3	Meter not working	Jill	LOW	COMPLETE	
8/21/2023	2023-44	350 Vilas	Same meter reading 3 months	Jill	LOW		10/26/2023-Reissued to Chuck
8/21/2023	2023-45	355 Main St.	Meter not working	Jill	LOW		10/26/2023-Reissued to Chuck
8/22/2023	2023-46	10 N. 5th St.	excessive water use every month	Jill	LOW		
8/29/2023	2023-47	45 N. Ingalls D1	read meter	Jill	MEDIUM	COMPLETE	
8/29/2023	2023-48	37 2nd St.	read meter	Jill	HIGH	COMPLETE	
9/3/2023	2023-50	Vilas St	Correct signage	Law Enforcement	HIGH	COMPLETE	Currently signs say 5th & Main St
10/6/2023	2023-49	155 N. Wilder	hook up garden meter	Gail	HIGH		
	2023-53						
10/11/2023	2023-54	Ferguson Rd	Tree Branches still need removed	K.Johnston	HIGH	COMPLETE	cut remaining broken branches - tree on city property
10/13/2023	2023-55	465 Manning	Final Meter Reading	Bobbie	high	COMPLETE	
10/26/2023	2023-56	Pasture	New meter need to be installed	Chuck	HIGH		
10/26/2023	2023-57	120 East Court	New lid on manhole	Linda	MEDIUM	COMPLETE	
10/26/2023	2023-58	805 Marie St.	Meter reader needs to be moved	Linda	MEDIUM		
10/26/2023	2023-59	31 3rd. St.	Needs moved by meter.	Linda	MEDIUM	COMPLETE	
10/26/2023	2023-60	102 2nd St.	New lid on manhole	Linda	MEDIUM	COMPLETE	
10/26/2023	2023-61	270 Manning	New lid on manhole	Linda	MEDIUM	COMPLETE	
		2nd, Folsom,					
10/30/2023	2023-62	Folsom Ct	Lights burned out	Resident	MEDIUM		
11/7/2023	2023-63	355 Main St.	Dig up meter pit	BOT	HIGH		
11/7/2023	2023-64	N. 2nd & Folsom	Street light out - Masonic Hall	Gail	MEDIUM		
11/13/2023	2023-65	2nd & Vilas	Manhole lid needs to be picked up	Dan	MEDIUM	COMPLETE	

11E

**City of Hermosa**  
Public Works Department

**COPIED**

**Work Order Request Form**

**Work Order #2023-09**

Date: 2-3-2023 Requested by: Joan Harris Requesting Department: PW Phone: 484-5307

**CATEGORY:**

- Water                       Sewer                       Drainage  
 Streets                       Lights                       Other \_\_\_\_\_

Location: \_\_\_\_\_

Street Address: 280 Manning

Permission to enter property: yes

Requested date for work: \_\_\_\_\_ Budgeted Project: Yes  **No**  Budget Acct. \_\_\_\_\_

Priority    Emergency     High     Medium     Low

**REQUEST DISCRPTION:**

Leak- see attached -  
Sewer  
leak                      Town needs to fix?

**PUBLIC WORKS DEPARTMENT USE ONLY BELOW**

Date: \_\_\_\_\_ Assigned to: \_\_\_\_\_ Estimate Job Completion Date: \_\_\_\_\_

**\*\*Work approved by Public Works Department**

Public Works Supervisor \_\_\_\_\_ Date \_\_\_\_\_

**Materials Used**

Quantity	Part #	Description	Unit Cost	Total Cost

**PROJECT NOTES:**

Work Completed by: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Customer Notified of Completed Work-  By: \_\_\_\_\_ Date: \_\_\_\_\_

# Rapid Rooter

## Drain / Sewer Cleaning

PO BOX 1200  
Rapid City, SD 57709

email: rcrapidrooter@yahoo.com  
www.rcrapidrooter.com

90 Day Guarantee on MOST Residential Work with Receipt

DATE	CASH	CHECK	CHARGE	LATE NOTICE
5-9-22			X50	

NAME Randy Horvls

STREET ADDRESS 280 Manning

BILLING ADDRESS 170 BOX 112

CITY / STATE / ZIP Hermosa 5057744 Phone 484-5307

Length of Line 41'

Size of Line 4" Cutter Size Full till 4"

Location of Clean Out OSCO

Stoppage missing pipe @ top of main

Time Spent on Job 8-10 Number of Tech 1

110 OSCO  
130 cam  
60 mllage  
10 50  
290

Description @ 51' Pipe is missing & added into city main top. @ 37' section of pipe missing on ROOF. & again @ 36' Bellia in Line from 34' to 41'. From 0' to 34' Pipe is in good condition. Recommend Repair

TAX	6.5%	18.85
TOTAL		308.85

PLEASE PAY FROM THIS INVOICE

Signature \_\_\_\_\_

Thank You!

By signing this invoice you agree to the following for residential service. After 90 days unpaid invoices will be assessed a \$30 late fee. Unpaid after 180 days invoices will be subject to collections.

50

**From:** Joan Harris  
**Sent:** Thursday, February 2, 2023 9:07 AM  
**To:** Monika Serviss  
**Subject:** Fwd: Sewer scope of 280 manning

Monika, please check on this bill from May 2022 for me, Rapid Rooter and Chuck both said it was the Town of Hermosa's problem at the main. But I have never received reimbursement for Rapid Rooter costs, nor has the sewer line been fixed. I do believe it could wait until spring if I knew it was on the schedule, since it does work, though slowly at times. Please check with your finance committee and see if this bill (\$308.85) can be submitted for reimbursement, and let me know.  
Thanks, Joan

*Joan Harris  
President  
Hermosa Planning & Zoning  
PO Box 298  
Hermosa SD 57744*

***"One kind word can warm three winter months. " – Japanese Proverb***

----- Forwarded message -----  
**From:** Joan Harris <[joharris.news@gmail.com](mailto:joharris.news@gmail.com)>  
**Date:** Wed, Feb 1, 2023 at 8:19 PM  
**Subject:** Fwd: Sewer scope of 280 manning  
**To:** Town of Fairburn <[TOWNOFFAIRBURN@yahoo.com](mailto:TOWNOFFAIRBURN@yahoo.com)>

----- Forwarded message -----  
**From:** Joan Harris <[joharris.news@gmail.com](mailto:joharris.news@gmail.com)>  
**Date:** Thu, May 12, 2022, 1:18 PM  
**Subject:** Fwd: Sewer scope of 280 manning  
**To:** Gail Boddicker <[gail@hermosasd.com](mailto:gail@hermosasd.com)>

Gail, this is for Chuck I don't have his email. It is running the camera for our sewer problem. They said it is usually caused by packing of the road.  
Thanks, Joan

Joan Harris  
Hermosa Newsletter  
PO Box 232  
Hermosa SD 57744  
(605)484-5307

*"Blossom by blossom the spring begins."—*

*Algernon Charles Swinburne*

----- Forwarded message -----

From: **rapid roter** <[rcrapidroter@gmail.com](mailto:rcrapidroter@gmail.com)>

Date: Mon, May 9, 2022 at 10:32 AM

Subject: Sewer scope of 280 manning

To: <[joeharris.news@gmail.com](mailto:joeharris.news@gmail.com)>

Click below to watch video of sewer scope.

<https://youtu.be/x43Mq9mqhA>

11F!  
**REFUND - Garden Meter - Never used!**

Customer/Vendor 83

---

Search  1424  Status    Use In Batch Entry  One Time Only  
 Check Name  Type    
 Attention  Phone     
 Address  Email   
[Print Label](#) [Website](#)   
[Envelope »](#)

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	7 2022	\$140.00	1325	07/17/22		R 602-38190 OTHER WATER REVENUE

Record: 1 of 1     Unfiltered    Search

[Delete Vendor](#) [Options](#)

Transaction No	Date	Mod	Empl/Vend	Vendor/Employee Name	Other No	Checks	Deposits
1 PIONEER BANK & TRUST CHECKING						Beginning Statement Balance	913,400.11
573	9/18/2023	RM					100.00
583	9/26/2023	RM					200.00
584	9/25/2023	RM					249.00
585	9/28/2023	RM					2,673.88
586	9/29/2023	RM					2,250.74
587	10/01/2023	RM					983.16
596	10/02/2023	RM					80.00
597	10/03/2023	RM					1,961.03
598	9/30/2023	BK					509.28
600	10/06/2023	RM					293.00
601	10/10/2023	RM					4,188.98
602	10/12/2023	RM					3,112.61
603	10/12/2023	BK		Custer School District			360.50
604	10/13/2023	RM					100.00
605	10/15/2023	RM					2,098.69
606	10/16/2023	RM					300.93
607	10/17/2023	RM					595.44
608	10/18/2023	RM					1,271.88
609	10/18/2023	RM					1,000.00
610	10/18/2023	RM					521.47
611	10/19/2023	RM					100.00
612	10/22/2023	RM					485.09
613	9/28/2023	RM					4,063.10
614	10/12/2023	BK					1,414.53
615	10/14/2023	BK					12.49
616	10/15/2023	BK					8,226.35
617	10/13/2023	BK					198.58
618	10/16/2023	BK					99.22
619	10/17/2023	BK					250.00
620	10/18/2023	BK					556.92
621	10/19/2023	BK					108.58
622	10/22/2023	BK					223.28
623	10/21/2023	BK					374.86
624	10/20/2023	BK					132.18
625	10/11/2023	BK					134.44
626	10/07/2023	BK					298.77
627	10/03/2023	BK					108.39
628	10/20/2023	GL					2,217.48
629	10/20/2023	GL					1,170.58
630	10/20/2023	GL					725.67
632	10/25/2023	GL					584.86
633	10/06/2023	GL					2,098.17
636	10/27/2023	GL					25,214.07
637	10/27/2023	BK					104.94
638	10/25/2023	BK					212.35
639	10/29/2023	BK					458.96
640	10/30/2023	BK					162.00
651	10/31/2023	GL					65.58
653	10/05/2023	BK					347.74
654	10/06/2023	BK					136.79
17278	8/15/2023	AP		67 Riteway business forms Inc.		203.78	
17307*	9/19/2023	AP		53 CHUCK IRVINE		4.25	

Transaction No	Date	Mod	Empl/Vend	Vendor/Employee Name	Other No	Checks	Deposits
1 PIONEER BANK & TRUST CHECKING					- continued -		
17308	9/19/2023	AP	81	Door Security Products Inc.		324.66	
17319*	9/19/2023	AP	114	Jodi Simons		20.00	
17321*	9/19/2023	AP	110	STREET IMAGE		1,746.25	
17323*	9/19/2023	AP	5	USA BLUE BOOK		1,047.92	
17325*	10/03/2023	UB	11830001	AMY KIRK		97.15	
17327*	10/03/2023	UB	11970001	TIM PREMO		100.00	
17328	9/29/2023	PR	1	VONDA BELT		131.59	
17329	9/29/2023	PR	2	GAIL L BODDICKER		2,249.24	
17330	9/29/2023	PR	20	Donna M Ferguson		253.96	
17331	9/29/2023	PR	3	JOAN E HARRIS		73.88	
17332	9/29/2023	PR	21	Slade K Heeb		1,743.66	
17333	9/29/2023	PR	9	VICKI L HENRICHSEN		212.40	
17334	9/29/2023	PR	10	DANNY J HOLSWORTH		253.96	
17335	9/29/2023	PR	15	CHARLES IRVINE		27.70	
17336	9/29/2023	PR	16	BOBBIE KLASKI		27.70	
17337	9/29/2023	PR	4	LINDA M KRAMER		331.18	
17338	9/29/2023	PR	19	Jerald E Styles		281.67	
17339	9/29/2023	PR	7	LON WALTMAN		55.41	
17341*	9/29/2023	AP	3	SOUTH DAKOTA RETIREMENT SYSTEM		866.84	
17342	9/29/2023	AP	23	CHUCK FERGUSON		2,600.00	
17343	10/03/2023	AP	116	American Engineering Testing		7,500.00	
17344	10/03/2023	AP	23	CHUCK FERGUSON		560.00	
17345	10/03/2023	AP	104	Slade Heeb		1,645.94	
17346	10/03/2023	AP	95	Jill Dybvig		362.50	
17347	10/03/2023	AP	117	McLeod's Printing		143.56	
17348	10/03/2023	AP	88	Monika Serviss		125.00	
17349	10/03/2023	AP	71	Nelson's Oil & Gas Inc.		390.00	
17350	10/13/2023	PR	2	GAIL L BODDICKER		1,910.24	
17351	10/13/2023	PR	21	Slade K Heeb		1,743.66	
17352	10/13/2023	PR	22	Bobbie L Johnson		829.74	
17353	10/17/2023	AP	19	AMERICAN LEGAL PUBLISHING Corp		2,325.97	
17354	10/17/2023	AP	118	AXON ENTERPRISE INC.		1,113.20	
17355	10/17/2023	AP	21	DANR		2,500.00	
17356	10/17/2023	AP	33	GOLDEN WEST TECHNOLOGIES		563.50	
17358*	10/17/2023	AP	104	Slade Heeb		141.55	
17359	10/17/2023	AP	41	JOHNSON LAW OFFICE		845.50	
17361*	10/17/2023	AP	66	Midcontinent testing lab. Inc		2,468.25	
17363*	10/17/2023	AP	71	Nelson's Oil & Gas Inc.		390.00	
17364	10/17/2023	AP	43	Southern Hills Publishing		472.38	
17365	10/17/2023	AP	65	SOUTH DAKOTA 811		85.05	
17369*	10/30/2023	PR	2	GAIL L BODDICKER		1,801.02	
17370	10/30/2023	PR	20	Donna M Ferguson		277.05	
166*	9/30/2023	AP	6	A & B BUSINESS EQUIPMENT INC		551.18	
167	10/03/2023	AP	11	PIONEER BANK & TRUST		25.00	
168	10/03/2023	AP	12	RURAL DEVELOPMENT		1,278.00	
169	10/03/2023	AP	12	RURAL DEVELOPMENT		417.00	
170	10/03/2023	AP	12	RURAL DEVELOPMENT		222.00	
171	10/03/2023	AP	40	BLACK HILLS ELECTRIC COOP., Inc		2,907.66	
172	10/13/2023	AP	1	EFTPS-Electronic Federal Tax		1,120.25	
174	10/15/2023	AP	8	MT RUSHMORE TELEPHONE		257.44	
175	10/22/2023	AP	11	PIONEER BANK & TRUST		770.15	
178	10/17/2023	AP	13	SANDERS SANITATION		4,439.95	

Transaction No	Date	Mod	Empl/Vend	Vendor/Employee Name	Other No	Checks	Deposits
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1 PIONEER BANK & TRUST CHECKING - continued -

179	10/30/2023	AP	1	EFTPS-Electronic Federal Tax		1,088.36	
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Fund Description

101	GENERAL		30,548.28	42,157.49
211	BBB GROSS RECEIPTS TAX		59.55	2,362.89
301	DEBT SERVICE			117.39
602	WATER		8,877.03	18,698.19
604	SEWER		14,439.44	9,311.46
	Fund Grand Total		53,924.30	72,647.42

Ending Statement Balance 932,612.37

Transaction No	Date	Mod	Empl/Vend	Vendor/Employee Name	Other No	Checks	Deposits
1	PIONEER BANK & TRUST CHECKING					Beginning Statement Balance	913,400.11
				55 Credit Transactions		53,924.30	
				50 Debit Transactions			73,136.56
						Ending Statement Balance	932,612.37

TOWN OF HERMOSA  
BUDGET REPORT  
CALENDAR 11/2023, FISCAL 11/2023

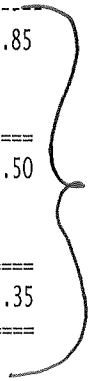
ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	LEGISLATIVE TOTAL	32,220.38	2,363.46	25,198.64	78.21	7,021.74 ✓
	CONTINGENCY TOTAL	.00	.00	178.71	.00	178.71- ✓
	ELECTIONS TOTAL	1,215.00	.00	1,574.18	129.56	359.18- ✓
	FINANCIAL ADMINISTRATION TOTA	131,465.00	6,220.31	115,786.28	88.07	15,678.72 ✓
	LEGAL TOTAL	25,000.00	1,795.50	28,403.30	113.61	3,403.30- ✓
	GENERAL GOV'T BUILDINGS TOTAL	1,936.00	.00	1,465.41	75.69	470.59 ✓
	ENGINEER TOTAL	50,000.00	.00	27,142.90	54.29	22,857.10 ✓
	POLICE TOTAL	88,000.00	649.30	72,377.82	82.25	15,622.18 ✓
	PROTECTIVE INSPECTION TOTAL	3,000.00	.00	560.00	18.67	2,440.00 ✓
	PUBLIC WORKS TOTAL	77,213.62	3,263.22	34,070.40	44.12	43,143.22 ✓
	SOLID WASTE COLLECTION TOTAL	51,990.00	.00	43,241.49	83.17	8,748.51 ✓
	PLANNING/ZONNING TOTAL	4,695.00	.00	2,119.20	45.14	2,575.80 ✓
	GENERAL TOTAL	466,735.00	14,291.79	352,118.33	75.44	114,616.67

TOWN OF HERMOSA  
BUDGET REPORT  
CALENDAR 11/2023, FISCAL 11/2023

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	URBAN REDEVELOP/HOUSING TOTAL	4,500.00	.00	.00	.00	4,500.00
	PROMOTING THE CITY TOTAL	.00	84.50	4,592.25	.00	4,592.25-
	TRANSFERS OUT TOTAL	3,807.00	.00	.00	.00	3,807.00
	BBB GROSS RECEIPTS TAX TOTAL	8,307.00	84.50	4,592.25	55.28	3,714.75
	URBAN REDEVELOP/HOUSING TOTAL	1,500.00	.00	.00	.00	1,500.00
	FEMA/CONSTRUCTION TOTAL	1,500.00	.00	.00	.00	1,500.00
	DEBT SERVICE TOTAL	16,810.00	.00	76,622.43	455.81	59,812.43-
	DEBT SERVICE TOTAL	16,810.00	.00	76,622.43	455.81	59,812.43-
	WATER TOTAL	598,263.00	5,817.80	100,882.16	16.86	497,380.84
	DEBT SERVICE TOTAL	27,661.00	1,597.51	22,052.19	79.72	5,608.81
	TRANSFERS OUT TOTAL	33,826.00	.00	.00	.00	33,826.00
	WATER TOTAL	659,750.00	7,415.31	122,934.35	18.63	536,815.65

TOWN OF HERMOSA  
BUDGET REPORT  
CALENDAR 11/2023, FISCAL 11/2023

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	SANITATION TOTAL	124,002.00	48,139.15	99,240.15	80.03	24,761.85
	DEBT SERVICE TOTAL	4,218.00	319.49	3,514.50	83.32	703.50
	SEWER TOTAL	128,220.00	48,458.64	102,754.65	80.14	25,465.35
	TOTAL EXPENSES	1,281,322.00	70,250.24	659,022.01	51.43	622,299.99



**REVENUE & EXPENSE REPORT**  
CALENDAR 11/2023, FISCAL 11/2023

PCT OF FISCAL YTD 91.6%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
	GENERAL TOTAL	5,163.41	419,328.02	466,735.00	47,406.98
	BBB GROSS RECEIPTS TAX TOTAL	.00	16,775.10	8,307.00	8,468.10-
	FEMA/CONSTRUCTION TOTAL	.00	.00	1,500.00	1,500.00
	DEBT SERVICE TOTAL	.00	61,248.89	16,810.00	44,438.89-
	WATER TOTAL	12,832.92	187,107.50	659,750.00	472,642.50
	SEWER TOTAL	7,486.61	105,532.37	128,220.00	22,687.63
	TOTAL REVENUE BY FUND	=====	=====	=====	=====
		25,482.94	789,991.88	1,281,322.00	491,330.12
		=====	=====	=====	=====

12g

HERMOSA TOWN BOARD  
TRACKING ISSUES  
11-21-2023

- A. Street signs
  - Intersection at south entrance of school
  - 5<sup>th</sup> and Main (north of school)
- B. Decommission the 2003 Chevy Tahoe at an estimated cost of \$1000 and request to surplus 2003 Chevy Tahoe plus any equipment removed from the vehicle that cannot be used in a future vehicle; and surplus the tires from the 2012 Chevy Tahoe via Ramsey Auctions to auction surplus items for the Town of Hermosa at 6% vehicle sales commission and 15% other items sales commission
- C. Bond Schedule

## Harris Contracting LLC

### Independent Contractor

#### Scope of work

##### 1. Names

This agreement is between The Town of Hermosa and Harris Contracting LLC, a South Dakota corporation (Contractor).

##### 2. Services to be Performed by Contractor

Liaison between Headwaters Economics, Elmer Claycomb and the Town of Hermosa.

- Providing information and updates. By keeping the municipality informed of the engineer's progress on projects, as well as any changes or challenges that arise.
- Coordinating meetings and events. Coordinating meetings and events between the municipality, Headwaters Economics and the engineer, such as project status meetings, site visits, and public hearings.
- Representing the municipality. Advocating for the municipality's interests. and ensuring that the engineer is meeting its contractual obligations.
- Providing administrative support. Timely Communication, coordinating and attending meetings, drafting correspondence, and providing updates on the progress of the project.

Overall, my goal as a liaison between the municipality of Hermosa, Headwaters Economics and engineer Elmer Claycomb is to ensure that all parties are working together effectively to achieve common goals.

##### 3. Time for Performance

Contractor will perform the services according to the following schedule:

- Will update as needed, but at least once a month at BOT meetings.

##### 4. Payment

Client will pay Contractor \$25.00 per hour. Client will pay Contractor according to the following schedule:

- Will bill monthly. Not to exceed \$2,500 annually from time of hire.

##### 5. Independent Contractor Status

The parties intend Contractor to be an independent contractor in the performance of the services. Contractor will have the right to control and determine the methods and means of performing the contractual services.

##### 6. Equipment & Expenses

Contractor will be responsible for all expenses required for the performance of the contractual services, (computer, software, printer, etc.) except for reimbursable expenses such as advertising.

**7. Governing Law**

This agreement will be governed by and construed in accordance with the laws of the state of South Dakota.

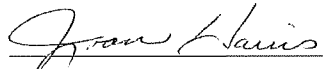
CLIENT  
Town of Hermosa  
PO Box 298  
Hermosa SD 57744

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Jerry Styles, BOT President

CONTRACTOR  
Harris Contracting LLC,  
PO Box 112  
Hermosa, South Dakota 57744

Dated 11/14/2023 \_\_\_\_\_

By:  \_\_\_\_\_  
Joan Harris, Owner

k

AN ORDINANCE AMENDING THE TOWN OF HERMOSA ORDINANCES TO ADOPT SDCL § 11-4-11.1 ALLOWING THE HERMOSA BOARD OF TRUSTEES TO ACT AND PERFORM ALL OF THE DUTIES AND EXERCISE ALL OF THE POWERS OF THE PLANNING AND ZONING COMMISSION BY AMENDING THE TOWN OF HERMOSA ORDINANCE SECTION 154.02 (DEFINITIONS) TO AMEND THE DEFINITION OF THE TERM “*PLANNING AND ZONING COMMISSION*”

BE IT ORDAINED BY THE HERMOSA BOARD OF TRUSTEES TO ENACT AN ORDINANCE AMENDING THE TOWN OF HERMOSA ORDINANCES BY ADOPTING SDCL § 11-4-11.1 ALLOWING THE HERMOSA BOARD OF TRUSTEES TO ACT AND PERFORM ALL OF THE DUTIES AND EXERCISE ALL OF THE POWERS OF THE PLANNING AND ZONING COMMISSION BY AMENDING THE TOWN OF HERMOSA ORDINANCE SECTION 154.02 (DEFINITIONS) TO AMEND THE DEFINITION OF THE TERM “*PLANNING AND ZONING COMMISSION*”, AS FOLLOWS:

**§ 154.02 DEFINITIONS**

***PLANNING AND ZONING COMMISSION.*** The Hermosa Board of Trustees in its capacity as the Planning and Zoning Commission for the Town of Hermosa as allowed under SDCL § 11-4-11.1.

**HERMOSA BOARD OF TRUSTEES**

\_\_\_\_\_  
President

**ATTEST:**

\_\_\_\_\_  
Finance Officer

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Publication Date: \_\_\_\_\_

Effective Date: \_\_\_\_\_

AN ORDINANCE AMENDING THE TOWN OF HERMOSA ORDINANCES TO ADOPT SDCL § 11-4-11.1 ALLOWING THE HERMOSA BOARD OF TRUSTEES TO ACT AND PERFORM ALL OF THE DUTIES AND EXERCISE ALL OF THE POWERS OF THE PLANNING AND ZONING COMMISSION BY AMENDING THE TOWN OF HERMOSA ORDINANCE SECTION 155.02(B) (DEFINITIONS) TO ADD THE DEFINITION OF THE TERM “*PLANNING AND ZONING COMMISSION*”

BE IT ORDAINED BY THE HERMOSA BOARD OF TRUSTEES TO ENACT AN ORDINANCE AMENDING THE TOWN OF HERMOSA ORDINANCES BY ADOPTING SDCL § 11-4-11.1 ALLOWING THE HERMOSA BOARD OF TRUSTEES TO ACT AND PERFORM ALL OF THE DUTIES AND EXERCISE ALL OF THE POWERS OF THE PLANNING AND ZONING COMMISSION BY AMENDING THE TOWN OF HERMOSA ORDINANCE SECTION 155.02(B) (DEFINITIONS) TO ADD THE DEFINITION OF THE TERM “*PLANNING AND ZONING COMMISSION*”, AS FOLLOWS:

**§ 155.02 DEFINITIONS**

(B)

....

***PLANNING AND ZONING COMMISSION.*** The Hermosa Board of Trustees in its capacity as the Planning and Zoning Commission for the Town of Hermosa as allowed under SDCL § 11-4-11.1.

**HERMOSA BOARD OF TRUSTEES**

\_\_\_\_\_  
President

**ATTEST:**

\_\_\_\_\_  
Finance Officer

First Reading: \_\_\_\_\_  
Second Reading: \_\_\_\_\_  
Publication Date: \_\_\_\_\_  
Effective Date: \_\_\_\_\_

AN ORDINANCE AMENDING THE TOWN OF HERMOSA ORDINANCES TO ADOPT SDCL § 11-4-11.1 ALLOWING THE HERMOSA BOARD OF TRUSTEES TO ACT AND PERFORM ALL OF THE DUTIES AND EXERCISE ALL OF THE POWERS OF THE PLANNING AND ZONING COMMISSION BY REPEALING CHAPTER 32 IN ITS ENTIRETY AND CREATING A NEW CHAPTER 32A.

BE IT ORDAINED BY THE HERMOSA BOARD OF TRUSTEES TO ADOPT SDCL § 11-4-11.1 ALLOWING THE HERMOSA BOARD OF TRUSTEES TO ACT AND PERFORM ALL OF THE DUTIES AND EXERCISE ALL THE POWERS OF THE PLANNING AND ZONING COMMISSION BY REPEALING CHAPTER 32 IN ITS ENTIRETY AND CREATING A NEW CHAPTER 32A AS FOLLOWS:

**§ 32A.01 BOARD OF TRUSTEES AS THE PLANNING AND ZONING COMMISSION**

The Hermosa Planning and Zoning Commission as a separate commission is terminated; and pursuant to SDCL § 11-4-11.1, the Hermosa Board of Trustees shall act and perform all of the duties and exercise all of the powers of a Planning and Zoning Commission.

**§ 32A.02 ORGANIZATION**

(A) The Hermosa Board of Trustees, in its capacity as the Planning and Zoning Commission, shall elect a Chairperson from among its members for a term of one year (with eligibility for re-election) and shall also elect a Vice Chairperson and Secretary in a manner prescribed by the rules of the members and shall hold meetings as needed and shall adopt rules for transaction of its business and keep a record of its resolutions, transactions, findings and determinations which shall be a public record.

(B) The Hermosa Board of Trustees, in its capacity as the Planning and Zoning Commission may appoint employees as it may deem necessary for its work and may also contract with planners, engineers, architects and other consultants for those services as it may require.

**§ 32A.03 PREPARATION OF COMPREHENSIVE PLAN**

(A) The comprehensive plan for the development of the town, has previously been adopted and approved by the prior Hermosa Planning and Zoning Commission and by the Hermosa Board of Trustees which includes the mandatory comprehensive studies of conditions and future growth of the town. The comprehensive plan was made with the general purpose of guiding and accomplishing a coordinated and harmonious development of the town.

(B) Since the comprehensive plan has been adopted according to law, no substantial amendment or modification thereof shall be made, unless approved by the Hermosa Board of Trustees.

**§ 32A.04 ZONING REGULATIONS**

(A) It shall be a duty of the Hermosa Board of Trustees in its capacity as the Planning and Zoning Commission to recommend the boundaries of zoning districts and appropriate regulations to be enforced therein, in accordance with the comprehensive plan. All applications and proposals for changes in or amendments to the zoning regulations shall first be submitted to the Hermosa Board of Trustees in its capacity as the Planning and Zoning Commission.

(B) The Hermosa Board of Trustees, in its capacity as the Planning and Zoning Commission act as a Board of Adjustment to make special exceptions or grant variances to the terms of the zoning regulations.

#### § 32A.05 **SUBDIVISION PLATS AND REGULATIONS**

(A) All plans, plats or re-plats of subdivisions or re-subdivisions of land within the jurisdiction of this subchapter shall be submitted to the Hermosa Board of Trustees in its capacity as the Planning and Zoning Commission.

(B) The Hermosa Board of Trustees, in its capacity as the Planning and Zoning Commission shall prepare regulations governing the subdivision of land within its jurisdiction. No amendments or changes thereto shall be made without the proposed changes being referred to the Hermosa Board of Trustees in its capacity as the Planning and Zoning Commission.

#### § 32A.06 **POWERS AND DUTIES**

(A) The Hermosa Board of Trustees, in its capacity as the Planning and Zoning Commission, its members and employees, shall have all powers as may be necessary to enable it to fulfill and perform its functions and to carry out all the purposes and powers provided in SDCL Chapter 11-4 and SDCL Chapter 11-6, and acts amendatory thereof.

(B) The Hermosa Board of Trustees, in its capacity as the Planning and Zoning Commission, its members and employees, shall have all powers as may be necessary to enable it to fulfill and perform its functions and to carry out all the purposes and powers provided in the Town of Hermosa Ordinances Chapter 151 (Flood Damage Prevention); Chapter 152 (House Numbering); Chapter 153 (Mobile Homes and Parks); Chapter 154 (Subdivision Regulations); and Chapter 155 (Zoning Code); and acts amendatory thereof.

(C) To the extent the term or phrase "*Planning and Zoning Commission*" appears in any other Town of Hermosa ordinances or chapters, such term shall be deemed to mean the Hermosa Board of Trustees in its capacity as the Planning and Zoning Commission as allowed under SDCL § 11-4-11.1.

#### § 32A.07 **REPEAL OF CHAPTER 32**

The Town of Hermosa Ordinances Chapter 32 is repealed in its entirety

**HERMOSA BOARD OF TRUSTEES**

\_\_\_\_\_  
President

**ATTEST:**

\_\_\_\_\_  
Finance Officer

First Reading: \_\_\_\_\_  
Second Reading: \_\_\_\_\_  
Publication Date: \_\_\_\_\_  
Effective Dare: \_\_\_\_\_

M

**RESOLUTION 05-2023  
TOWN OF HERMOSA, SD  
CLEAN WATER STATE REVOLVING FUND  
ISSUER RESOLUTION**

**RESOLUTION GIVING APPROVAL TO CERTAIN SEWER FACILITIES IMPROVEMENTS; GIVING APPROVAL TO THE ISSUANCE AND SALE OF A REVENUE BOND TO FINANCE, DIRECTLY OR INDIRECTLY, THE IMPROVEMENTS TO THE FACILITIES; APPROVING THE FORM OF THE LOAN AGREEMENT AND THE REVENUE BOND AND PLEDGING PROJECT REVENUES AND COLLATERAL TO SECURE THE PAYMENT OF THE REVENUE BOND; AND CREATING SPECIAL FUNDS AND ACCOUNTS FOR THE ADMINISTRATION OF FUNDS FOR OPERATION OF THE SYSTEM AND RETIREMENT OF THE REVENUE BOND AND PROVIDING FOR A SEGREGATED SPECIAL CHARGE OR SURCHARGE FOR THE PAYMENT OF THE BONDS.**

**WHEREAS**, one of the purposes of SDCL Chapter 9-40 (the "Act") as found and determined by the Legislature is to provide for financing the acquisition, maintenance, operation, extension or improvement of any system or part of any system for the collection, treatment and disposal of sewage and other domestic, commercial and industrial wastes; or any system for the control of floods and drainage; or any combination thereof, together with extensions, additions, and necessary appurtenances; and,

**WHEREAS**, a municipality is authorized by Section 6 of the Act to issue revenue bonds to defray the cost of extensions, additions and improvements to any utility previously owned without pledging its credit and is authorized to pledge the net income or revenues from the Project in accordance with Section 15 of the Act; and,

**WHEREAS**, the Town of Hermosa (the "Town") currently operates a sewer system for the collection, treatment and disposal of sewage and other domestic, commercial and industrial wastes; and for the control of floods and drainage and has determined that improvements to the sewer facilities are necessary for the conduct of its governmental programs and qualifies as an improvement, extension or addition to its sewer system; and,

**WHEREAS**, the Town has determined to issue its revenue bonds to finance the improvements to its sewer system for the purpose of collecting, treating and disposing of sewage and other domestic, commercial and industrial wastes (the "System") and has applied to the South Dakota Conservancy District (the "District") for a Clean Water State Revolving Fund Loan to finance the improvements;

**WHEREAS**, the Town shall adopt special rates or surcharges for the improvements to be pledged, segregated and used for the payment of the Bonds.

**NOW THEREFORE BE IT RESOLVED** by the Town as follows:

**SECTION 1. Definitions.** The terms when used in this Resolution shall have the following meanings set forth in this section unless the context clearly requires otherwise. All terms used in this Resolution which are not defined herein shall have the meanings assigned to them in the Loan Agreement unless the context clearly otherwise requires.

“**Act**” means South Dakota Codified Laws Chapter 9-40.

“**Loan**” means the Loan made by the South Dakota Conservancy District to the Town pursuant to the terms of the Loan Agreement and as evidenced by the Revenue Bond.

“**Project**” means the Town of Hermosa Wastewater Lagoon Expansion & Gumbo Lily Lane Addition Improvements.

“**Revenue Bond**” means the revenue bond or bonds issued the date of the Loan Agreement by the Town to the South Dakota Conservancy District to evidence the Town’s obligation to repay the principal of and pay interest and Administrative Expense Surcharge on the Loan.

“**System**” means the Town’s system of collecting, treating and disposing of sewage and other domestic, commercial and industrial wastes.

**SECTION 2. Declaration of Necessity and Findings.**

**2.1.1. Declaration of Necessity.** The Town hereby determines and declares it is necessary to construct and finance improvements to its System described as the Project.

**2.2. Findings.** The Town does hereby find as follows:

**2.2.1.** The Town hereby expressly finds that if the Project is not undertaken, the System will pose a health hazard to the Town and its inhabitants and will make the Town unable to comply with state and federal law.

**2.2.2.** Because of the functional interdependence of the various portions of the System, the fact that the System may not lawfully operate unless it complies with State and federal laws, including SDCL Chapter 34A-2, and the federal Clean Water Act, and the nature of the improvements financed, the Town hereby finds and determines that the Project will substantially benefit the entire System and all of its users within the meaning of Sections 15 and 17 of the Act.

**2.2.3.** The Town hereby determines and finds that for the purposes of the Act, including, in particular, Sections 15 and 17 of the Act, only the net income from the Project financed by the Revenue Bond be pledged for its payment.

**SECTION 3. Authorization of Loan, Pledge of Revenue and Security.**

**3.1. Authorization of Loan.** The Town hereby determines and declares it necessary to finance up to \$698,600 of the costs of the Project through the issuance of bonds payable from the revenue of the Project and other funds secured by the Town. The Town hereby determines that because the Revenue Bond is issued in connection with a financing agreement described in SDCL 46A-1-49, pursuant to Section 15 of the Act no election is required to issue the Revenue Bond.

**3.2. Approval of Loan Agreement.** The execution and delivery of the Revenue Obligation Loan Agreement (the "Loan Agreement"), the form of which is on file with the Finance Officer (the "Finance Officer") and open to public inspection, between the Town as Borrower and the District, is hereby in all respects authorized, approved and confirmed, and the President and Finance Officer are hereby authorized and directed to execute and deliver the Loan Agreement in the form and content attached hereto, with such changes as the Attorney for the Town deems appropriate and approves, for and on behalf of the Town. The President and Finance Officer are hereby further authorized and directed to implement and perform the covenants and obligations of the Town set forth in or required by the Loan Agreement. The Loan Agreement herein referred to and made a part of this Resolution is on file in the office of the Finance Officer and is available for inspection by any interested party.

**3.3. Approval of Revenue Bond.** The issuance of a revenue bond in a principal amount not to exceed \$698,600 as determined according to the Loan Agreement in the form and content set forth in Appendix B attached to the form of Loan Agreement (the "Revenue Bond") shall be and the same is, in all respects, hereby authorized, approved, and confirmed and the President, Finance Officer, and other appropriate officials shall be and are hereby authorized and directed to execute and seal the Revenue Bond and deliver the Revenue Bond to the District, for and on behalf of the Town, upon receipt of the purchase price, and to use the proceeds thereof in the manner set forth in the Loan Agreement. The President and Finance Officer are hereby authorized to approve the final terms of the Revenue Bond and their execution and delivery thereof shall evidence that approval. The Revenue Bond shall be issued under the authority of SDCL Chapter 9-40 and SDCL Chapter 6-8B, and the provisions of the Act are hereby expressly incorporated herein as provided in Section 19 of the Act.

**3.4. Pledge of Revenues.** The Revenue Bond together with the interest thereon, shall not constitute a charge against the Town's general credit or taxing power, but shall be a limited obligation of the Town payable solely out of the Project Debt Service Account, which payments, revenues and receipts are hereby and in the Loan Agreement pledged and assigned for the equal and ratable payments of the Revenue Bond and shall be used for no other purpose than to pay the principal of, interest and Administrative Surcharge on the Revenue Bond, except as may be otherwise expressly authorized in the Loan Agreement (including the purpose of securing Additional Bonds issued as permitted by the terms thereof). The Town covenants and agrees to charge rates for all services from the Project or establish special charges or surcharges which will be sufficient to provide for the payments upon the Revenue Bond issued hereunder as and when the same become due,

and as may be necessary to provide for the operation and maintenance and repairs of the Project, and depreciation, and the Rate Resolution shall be revised from time to time so as to produce these amounts. The Town hereby reserves the right to determine on a periodic basis the appropriate allocation of operation and maintenance expenses, depreciation, repair and reserves associated with the facilities financed with the Revenue Bond, provided that such determination of allocable operation and maintenance expenses shall in no event abrogate, abridge or otherwise contravene the covenant of the Town set forth in this Section 3 or any other covenant or agreement in the Loan Agreement.

#### **SECTION 4. Special Charge or Surcharge for Revenue Bond.**

**4.1.** The Town does hereby create the Revenue Bond Special-Surcharge District (the “Surcharge District”) which shall include all users which benefit from the Project. There shall be charged a special charge or surcharge pursuant to Section 15 of the Act for the services provided by Project financed by the Revenue Bond. The special charge or surcharge shall be segregated from other revenues of the System and shall be used for the payment of the Revenue Bond. The special charge or surcharge shall create net income, remaining from time to time after first paying all reasonable and current expenses of maintenance, repairs, replacements and operation, sufficient to fund interest, reserve and debt service fund annual requirements and shall be 110% of the debt service requirements on the Revenue Bond.

**4.2. Rates and collection.** The rate herein specific will be collected as a special charge or surcharge for the Project. This special charge or surcharge shall remain in effect until such time as the Revenue Bond is defeased or paid in full.

**4.3. Initial Surcharge.** The initial special charge or surcharge shall be set by resolution and collected at the same time as other charges of the utility. All users within the Surcharge District which benefit from the Project, current and future, shall be charged the special charge or surcharge. The special charge or surcharge is found to be equitable for the services provided by the Project. The special charge or surcharge shall begin at such time as will produce sufficient revenue to pay principal of, interest and Administrative Surcharge on the Revenue Bond when due.

**4.4. Segregation.** The Finance Officer shall set up bookkeeping accounts in accordance with South Dakota Legislative Audit guidelines for the segregation of the revenue, special charges and surcharges.

**4.5. Periodic review.** The amount of the surcharge shall be reviewed from time to time, not less than yearly, and shall be modified in order to produce such funds as are necessary and required to comply with the Loan Agreement’s rate covenant and to pay principal of, interest and Administrative Surcharge on the Revenue Bond when due. The surcharge may be set by resolution in accordance with this Section. The rate resolution shall be necessary for the support of government and shall be effective upon passage.

**SECTION 5. Additional Bonds.** As permitted by Sections 8 and 9 of the Act, Additional Bonds payable from revenues and income of the System or Project may be issued, as permitted in the Loan Agreement, and no provision of this Resolution shall have the effect of restricting the issuance of, or impairing the lien of, such additional parity bonds with respect to the net revenues or income from the extensions, additions or improvements. The Town shall have the right to issue additional bonds secured by a lien subordinate to the lien from the Revenue Bond pursuant to the Loan Agreement.

**SECTION 6. Project Fund Accounts.** For the purpose of application and proper allocation of the income of the Project and to secure the payment of principal, Administrative Surcharge and interest on the Revenue Bond, the following mandatory asset segregations shall be included in the sewer system account of the Town and shall be used solely for the following respective purposes until payment in full of the principal of and interest on the Revenue Bond:

**6.1. Project Revenue Account.** There shall be deposited periodically into the Project Revenue Account the net revenues as defined in Section 17 of the Act derived from the operation of the Project collected pursuant to the resolutions and ordinances of the Town of Hermosa, South Dakota (collectively the “Rate Resolution”). Moneys from the Project Revenue Account shall be transferred periodically into separate funds and accounts as provided below.

**6.2. Project Debt Service Account.** Out of the revenues in the Project Revenue Account, there shall be set aside no later than the 25<sup>th</sup> day of each month into the account designated Project Debt Service Account, a sum sufficient to provide for the payment as the same become due of the next maturing principal of, interest and Administrative Surcharge on the Revenue Bonds and any reserve determined by the Town’s governing body to be necessary. The amount set aside monthly shall be not less than one-third of the total principal, interest, and Administrative Surcharge payable on the following February 15, May 15, August 15 or November 15 and if there shall be any deficiency in the amount previously set aside, then the amount of such deficiency shall be added to the current requirement.

**6.3. Depreciation Account.** There shall be established a General Depreciation Account. Out of the revenues of the Project Revenue Account there shall be set aside each month into the General Depreciation Account an amount determined by the Board of Trustees to be a proper and adequate amount for repair and depreciation of the Project.

**6.4. Project Surplus Account.** There shall be established the Project Surplus Account. Revenues remaining in the Project Revenue Account at the end of any fiscal year after all periodic transfers have been made therefrom as above required, shall be deemed to be surplus and shall be transferred to the Project Surplus Account. If at any time there shall exist any default in making any periodic transfer to the Project Debt Service Account, the Board of Trustees shall authorize the Finance Officer to rectify such default so far as possible by the transfer of money from the Project Surplus Account. If any such default

shall exist as to more than one account or fund at any time, then such transfer shall be made in the order such funds and accounts are listed above.

When not required to restore a current deficiency in the Project Debt Service Account, moneys in the Project Surplus Account from time to time may be used for any of the following purposes and not otherwise:

- (a) To redeem and prepay the Revenue Bond when and as such Revenue Bond becomes prepayable according to its terms;
- (b) To pay for repairs of or for the construction and installation of improvements or additions to the System; and, if the balances in the Project Debt Service Account and the Project Depreciation Account are sufficient to meet all payments required or reasonably anticipated to be made there from prior to the end of the then current fiscal year, then:
- (c) To be held as a reserve for redemption and prepayment of any bonds of the System which are not then but will later be prepayable according to their terms; or
- (d) To be used for any other authorized municipal purpose designated by the Board of Trustees.
- (e) No moneys shall at any time be transferred from the Project Surplus Account or any other account of the Fund to any other fund of the Town, nor shall such moneys at any time be loaned to other municipal funds or invested in warrants, special improvements bonds or other obligations payable from other funds, except as provided in this Section.

**SECTION 7. Approval of Paying Agent/Registrar.** The Revenue Bond shall be payable at the office of U.S. Bank National Association, St. Paul, Minnesota, hereby designated as paying agent and registrar.

**SECTION 8. Approval of Bond Counsel.** Meierhenry Sargent LLP is hereby retained as Bond Counsel with respect to the Revenue Bond.

**SECTION 9. Tax Matters.** The Interest on the Revenue Bond shall be excludable from gross income for federal income tax purposes under the Internal Revenue Code of 1986, as amended (“the Code”) and applicable Treasury Regulations (the “Regulations”).

**SECTION 10. Covenants.** The Town hereby covenants and agrees with the District and other owners of the Revenue Bond as follows:

**10.1.** The Town will punctually perform all duties with reference to the Project, the System and the Revenue Bond required by the constitution and laws of the State of South Dakota and by this Resolution.

10.2. The Town agrees and covenants that it will promptly construct the improvements included in the Project.

10.3. The Town covenants and agrees that pursuant to Sections 25 through 27 of the Act, the lawful holders of the Revenue Bond shall have a statutory mortgage lien upon the Project and the extensions, additions and improvements thereto acquired pursuant to the Act, until the payment in full of the principal and interest on the Revenue Bond, and the Town agrees not to sell or otherwise dispose of the System, the Project, or any substantial part thereof, except as provided in the Loan Agreement and shall not establish, authorize or grant a franchise for the operation of any other utility supplying like products or services in competition therewith, or permit any person, firm or corporation to compete with it in the distribution of water for municipal, industrial, and domestic purposes within the Town.

10.4. The Town covenants and agrees with the District and other owners of the Revenue Bond that it will maintain the System in good condition and operate the same in an efficient manner and at a reasonable cost, so long as any portion of the Revenue Bond remains outstanding; that it will maintain insurance on the System for the benefit of the holders of the Revenue Bond in an amount which usually would be carried by private companies in a similar type of business; that it will prepare, keep and file records, statements and accounts as provided for in this Resolution and the Loan Agreement. The Revenue Bond shall refer expressly to this Resolution and the Act and shall state that it is subject to all provisions and limitations thereof pursuant to Section 19 of the Act.

**SECTION 11. Depositories.** The Finance Officer shall cause all moneys pertaining to the Funds and Accounts to be deposited as received with one or more banks which are duly qualified public depositories under the provisions of SDCL Ch. 4-6A, in a deposit account or accounts, which shall be maintained separate and apart from all other accounts of the Town, so long as any of the Bonds and the interest thereon shall remain unpaid. Any of such moneys not necessary for immediate use may be deposited with such depository banks in savings or time deposits. No money shall at any time be withdrawn from such deposit accounts except for the purposes of the Funds and Accounts as authorized in this Resolution; except that moneys from time to time on hand in the Funds and Accounts may at any time, in the discretion of the Town's governing body, be invested in securities permitted by the provisions of SDCL 4-5-6; provided, however, that the Depreciation Fund may be invested in such securities maturing not later than ten years from the date of the investment. Income received from the deposit or investment of moneys shall be credited to the Fund or Account from whose moneys the deposit was made or the investment was purchased, and handled and accounted for in the same manner as other moneys therein.

**SECTION 12. Consent to Appointment.** In the event of mismanagement of the Project, a default in the payment of the principal or interest of the Revenue Bond, or in any other condition thereof materially affecting the lawful holder of the Revenue Bond, or if the revenues of the Project are dissipated, wasted or diverted from their proper application as set forth in the Loan Agreement,

Revenue Bond, or herein, the Town hereby consents to the appointment of a receiver pursuant to Section 33 of the Act, and agrees that the receiver will have the powers set forth therein, and in Sections 34 and 35 of the Act to operate and administer the Project, and charge and collect rates as described therein.

**SECTION 13. Severability.** If any section, paragraph, clause or provision of this Resolution, the Loan Agreement, the Revenue Bond, or any other Loan Document shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Resolution or said Loan Agreement, Revenue Bond, or any other Loan Document.

**SECTION 14. Repeal of Resolution.** At such time as the Revenue Bond is defeased or paid in full, this Resolution and the special charge or surcharge shall automatically be repealed without any further action of the Town.

**SECTION 15. Authorization of Town Officials.** The President, Finance Officer, Town Attorney and Town officials shall be and they are hereby authorized to execute and deliver for and on behalf of the Town any and all other certificates, documents or other papers and to perform such other acts as they may deem necessary or appropriate in order to implement and carry out the actions authorized herein.

**SECTION 16. Effective Date.** This Resolution shall take effect on the 20<sup>th</sup> day following its publication, unless suspended by a referendum.

Adopted at Hermosa, South Dakota, this \_\_\_\_ day of November 2023.

APPROVED:

\_\_\_\_\_  
President

(SEAL)

Attest: \_\_\_\_\_  
Finance Officer

First reading: \_\_\_\_\_  
Published: \_\_\_\_\_  
Effective: \_\_\_\_\_

**RESOLUTION 06-2023  
TOWN OF HERMOSA, SD  
SURCHARGE FOR IMPROVEMENTS TO THE SEWER SYSTEM**

**RESOLUTION AMENDING THE TOWN'S RATE STRUCTURE, PROVIDING FOR A SURCHARGE FOR IMPROVEMENTS TO THE SEWER SYSTEM, FOR PAYMENT OF A REVENUE BORROWER BOND AND YEARLY REVIEW OF RATE**

**BE IT RESOLVED BY THE TOWN BOARD OF TRUSTEES OF THE TOWN OF HERMOSA AS FOLLOWS:**

1. **Surcharge for Borrower Bond.** There shall be charged a monthly surcharge for the services provided by the improvement financed by the CW-02 Conservancy District Loan. The surcharge for each loan shall be segregated from other revenues of the Town and shall be used for the payment of the Borrower Bond CW-02 (the "Borrower Bond"). Provided that such surcharge shall create net income, remaining from time to time after first paying all reasonable and current expenses of maintenance, repairs, replacements and operation, sufficient to fund interest, reserve and debt service fund annual requirements.

2. **Rates and collection.** The Town does hereby establish a special charge or surcharge payable by each customer of its system who receives or benefits from the services of the project financed with the Borrower Bond. Such charge or surcharge shall be set at a level which, assuming a 10% delinquency rate, will produce income at the times and in amounts sufficient to pay when due the principal of and interest on the Borrower Bond and the administrative expense surcharge and all other payments as may be required under the loan agreement and Borrower Bond.

3. **Borrower Bond Surcharge.** The following clean water debt service surcharge shall be applicable to all customers served:

Borrower Bond CW-02 Surcharge: \$12.80 per user per month.

This surcharge shall remain in effect until such time as the revenue bond is paid in full. The initial surcharge shall be collected at the same time as other charges of the system. The surcharge is found to be equitable for the services provided by the improvements.

4. **Segregation.** The debt service surcharge shall be segregated from other income of the system in a separate book-keeping account and is pledged to the South Dakota Conservancy District for the payment of the loan payments on the Borrower Bond.

5. **Yearly review.** The amount of the surcharge shall be reviewed from year to year and may be modified in order to provide such funds as are set forth herein. The charges shall be reviewed yearly by Town and administratively adjusted, upwards or downwards, to such amounts as may be necessary to pay principal, interest, administrative surcharge and other charges as may become due and owing under the loan agreement or Borrower Bond.

6. **Billing and Accounting.** The surcharges shall be included in the monthly user bill. Nothing contained herein requires the surcharge be indicated on the billing, however, the surcharge segregation shall be indicated on the books of the Town.

7. **Automatic Repeal.** The surcharge for the Borrower Bond shall be automatically repealed when the Borrower Bond is paid in full.

8. **Partial Invalidity.** If any one or more of the provisions of the shall be held invalid, illegal, or unenforceable in any respect, by final decree of any court of lawful jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision hereof.

Adopted at Hermosa, South Dakota, this \_\_\_\_ day of November 2023.

APPROVED:

\_\_\_\_\_  
President

(SEAL)

Attest: \_\_\_\_\_  
Finance Officer

First reading: \_\_\_\_\_

Published: \_\_\_\_\_

Effective: \_\_\_\_\_