

**HERMOSA TOWN BOARD
TUESDAY, AUGUST 5, 2025
REGULAR MEETING @ 6:00 PM**



- 1) **ROLL CALL:**
 - A. BOT Roll Call: Kramer, Ferguson, Koontz, Harris, Serviss
 - B. Acknowledgement of other Attendees
 - C. Pledge of Allegiance to be led by Koontz
- 2) **CALL FOR CHANGES:**
 - A. Review of current agenda items
 - B. Motion to accept the agenda as presented/amended
- 3) **CONSENT CALENDAR:**
 - A. Approval of July 18, 2025, special meeting minutes and July 22, 2025, regular meeting minutes
- 4) **CONFLICT OF INTEREST DECLARATION:**
- 5) **TOWN/FEMA UPDATES:**
 - A.
- 6) **ENGINEER:**
 - A. Approve Notice of Award of Schedule A of the North Water Tank to Quinn Construction in the amount of \$532,453.00
 - B. Approve FEMA BRIC Grant 2025 Consulting Services Agreement
- 7) **PLANNING & ZONING:**
 - A. Permit #2025-16 – Carport – 51 N 5th St. – Parcel #009284
- 8) **CLAIMS:**
 - A. Review of payroll and claims. Motion to approve as presented/amended.
- 9) **LAW ENFORCEMENT/ABATEMENTS/COMPLAINTS:**
 - A. Marshal report
- 10) **LEGAL:**
 - A.
- 11) **PUBLIC WORKS:**
 - A. Streets, Street Light Repairs, Water & Sewer Department Updates
 - B. Open Work Orders
 - C. Streets- Contract work
 - D. Approve cost to repair Vac Truck
- 12) **ECONOMIC DEVELOPMENT:**
 - A.
- 13) **FINANCE OFFICE:**
 - A. Monthly financials
 - B. Department updates

- 14) **OLD BUSINESS:**
A. Future of the Hermosa Library
- 15) **NEW BUSINESS:**
A. 1st Reading 2.077A – Supplemental 2025 Appropriations Ordinance
B. 1st Reading Ordinance 116.04 Alcoholic beverages, malt beverages and wine license requirements and fees
- 16) **ITEMS FROM CONSTITUENTS:** 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.
1. Reserved time for public comment is **15 minutes**.
2. This is a time for citizens of the town of Hermosa or owners of property within town Limits to express concerns or discuss issues having relevance to the town.
3. Anyone wishing to address the Town Board during this time shall be asked to stand and Identify themselves after being recognized the Board President.
4. Each person will be allotted **3 minutes** to speak.
5. After these time limits are reached, all further commentary shall be made only with the Chair's approval.
- 17) **TRUSTEE INPUT:**
- 18) **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
- 19) **ADJOURN:** Motion by _____; Second by _____ to adjourn the meeting at _____ PM.

HERMOSA TOWN BOARD
TUESDAY, JULY 18, 2025
SPECIAL MEETING @ 11:00am

3A

ROLL CALL: Koontz called the meeting to order on Friday, July 18, 2025, at 11:07 a.m. with the following members present: Ferguson, Koontz, and Serviss. Kramer and Harris were absent. Also in attendance was Town Engineer Theodorou.

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

CONFLICT OF INTEREST DECLARATION: All board members are responsible for refraining from discussion and voting on issues where they may have a conflict of interest.

ITEMS OF BUSINESS: Sealed bids received from the advertisement for the Hermosa North Water Tank Project were opened and bids received were as follows:

1. Quin Construction \$830,745.50
2. Mainline Construction \$897,050.35
3. Baroque Advantage LLC \$945,543.60

Town Engineer Theodorou will review the bids, send the bid tabulation to all bidders and recommend acceptance of bid at the next regular BOT meeting on Tuesday, July 22, 2025.

CITIZENS/TRUSTEE INPUT: There were no citizens in attendance. Trustees had the opportunity for input.

EXECUTIVE SESSION: Motion by Serviss and seconded by Ferguson to enter Executive Session allowable by SDCL 1-25-2.1 Personnel/Contracts at 11:16 a.m.; vote: all aye, motion carried. Motion made by Ferguson and seconded by Serviss to exit Executive Session at 12:22 p.m.; vote: all aye, motion carried. Motion by Serviss and seconded by Ferguson to authorize the Law Enforcement Committee to negotiate joint operational use of the Marshal's Office with the State Agency; vote: all aye, motion carried.

ADJOURN: Motion made by Ferguson and seconded by Serviss to adjourn meeting at 12:23 p.m., vote: all aye, motion carried.

ATTEST:

Terri Cornelison
Finance Officer

Kelburn Koontz
Town Board President

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**HERMOSA TOWN BOARD
TUESDAY, JULY 22, 2025
REGULAR MEETING @ 6:00pm**

ROLL CALL: Koontz called the meeting to order on Tuesday, July 22, 2025, at 6:00 p.m. with the following members present: Kramer, Ferguson, Koontz, and Serviss. Harris arrived at 6:11 p.m. Interested citizens, Attorney Hagg, and Town Engineer Theodorou were also present. Pledge of Allegiance led by Koontz.

CALL FOR CHANGES: Motion by Kramer and seconded by Ferguson to amend the agenda with the addition of Item 9C Meet and Greet for Town Marshall, Item 7F Temporary Sign Permit Application from Custer County Fair Association, Item 16B Application for Permit to Occupy Right of Way from Custer County Fair Association and Item 16 A Future of the Hermosa Library pending until next meeting and approve the agenda as amended; vote: all aye, motion carried.

CONSENT CALENDAR: Motion by Ferguson and seconded by Serviss to approve July 8, 2025, regular meeting minutes as presented; vote: all aye, motion carried.

CONFLICT OF INTEREST DECLARATION: All board members are responsible for refraining from discussion and voting on issues where they may have a conflict of interest.

TOWN UPDATES: One RFP was received from Benesch for the 2025 Hermosa Drainage and Sewer Assessment and Improvement Plans. Bridget Mitchell with Headwaters and Joan Harris reviewed the RFP and determined it met all the necessary requirements. Motion by Serviss and seconded by Ferguson to award the 2025 Hermosa Drainage and Sewer Assessment and Improvement Plans to Benesch; vote: all aye, motion carried.

ENGINEER: Motion by Kramer and seconded by Harris to approve the 4-Year Contract Operations and On-Call Inspection Master Service Agreement Hermosa Drinking Water and Sanitary System Agreement from Benesch, which includes 341 hours per year for Wastewater System Operations at a rate of \$145 per hour, 213 hours per year for Water Systems Operations at a rate of \$145 per hour and On-Call (emergency) Wastewater and Water Inspection Services at a rate of \$150 per hour for the first year; vote: all aye, motion carried. Motion by Kramer and seconded by Ferguson to approve the quote for the purchase of Control Panel for UF, UV and Dropbox not to exceed \$43,571; vote: all aye, motion carried. Motion by Kramer and seconded by Serviss to approve the purchase of a Level Sensor for Dropbox not to exceed \$900; vote: all aye, motion carried. Item B3 – 3 Floats were included in the quote approved for \$43,571. The North Water Tower Bid award is pending until the next regular meeting on August 5, 2025.

PLANNING & ZONING: Motion by Harris and seconded by Ferguson to approve Permit #2025-14 – Digging Permit – 360 Vilas St. – Parcel #009202 as the requested information had been received; vote: all aye, motion carried. Motion by Serviss and seconded by Ferguson to table Permit #2025-16 – Carport – 51 N 5th St. – Parcel #009284 pending further information and any other building permit information required; vote: all aye, motion carried. Motion by Harris and seconded by Kramer to approve the Temporary Sign Application from the American Legion Post 303; vote: all aye, motion carried. Motion by Serviss and seconded by Kramer to waive the requirement to connect to municipal sewer for Permit #2025-17 – Extraterritorial Area – James Bendlin – 850 Marie St; vote: all aye, motion carried. Motion by Kramer and seconded by Ferguson to approve the new address of 340 Whitney Street for Parcel #009324; vote: all aye, motion carried. Motion by Kramer and seconded by Ferguson to approve the Temporary Sign Application from the Custer County Fair Association; vote: all aye, motion carried.

CLAIMS: Motion by Serviss and seconded by Ferguson to reduce the distribution to Hagg and Hagg in the amount of \$2,500 for the August legal retainer to ensure compliance with SDCL 9-21-9; vote: one aye, three nay and one abstain, motion failed. Motion by Harris and seconded by Kramer to allow the Finance Officer to prepare a formal supplemental budget to stay in compliance for professional attorney fees and any other budget line items that will need a supplement to get to end of the year and approve the Payroll and Claims as presented; four aye and one nay, motion carried. Koontz directed the Town Attorney to consult with the board and finance officer when fees will arise above the monthly retainer. ARIC ALIAS, reimbursement for fuel for town marshal, \$47.30; BENESCH, engineering fees for Lone Coyote Water & Sewer Extension, Hermosa Wastewater Treatment Plant, North Water Tank, FY22 Drinking Water SRF, On-Call Building Official Services, Tax Increment Financing District 2 and Lagoon Expansion, \$32,442.12; CUSTER COUNTY SHERIFF, Dispatch Contract August 1 – October 31, 2025; \$2,000.00; CHUCK FERGUSON, 17 hours lagoon pumping @ \$17 per hour and fuel, \$174.01; GOLDEN WEST TECHNOLOGIES, monthly service fee July 2025, \$568.65, HAGG

& HAGG LLP, August Retainer, 5.5 billable hours @ \$275 per hour and 142 copies, \$4,048.00; KIEFFER SANITATION, \$5,014.99; MT RUSHMORE TELEPHONE, phone & fax, Invoice 13624153, 13620639 & 13620655, \$261.84; REIMER ELECTIC, replace 11 light fixtures with LED in town office, \$830.00; SDARWS, Annual Class B membership dues, \$410.00; SD DEPARTMENT OF REVENUE, sales tax May and June 2025, \$602.39; SOUTH DAKOTA 811, message fees/voice out April – June 2025, \$95.13; **Accounts Payable Total: \$46,494.43**, Payroll related: Total paid on 7/15/2025; General, \$2,256.68; Water, \$246.07; Sewer, \$147.64; Promoting City/BBB, \$49.21; EFTPS-Electronic Federal Tax, FED/FICA TAX, 787.40; **Total Payroll Related Paid: \$3,486.00. REPORT TOTAL: \$49,980.43.**

LAW ENFORCEMENT: Town Marshal Alias gave a Marshal report. Motion by Serviss and seconded by Ferguson to authorize Benesch to do research on Marshal parking opportunities on the south side of the town office property. Motion was amended by Serviss and seconded by Koontz to authorize Town Engineer Theodorou to collect documentation on possible parking opportunities pursued in the past and work with grant writers to not exceed a cost of \$500 to be expended out of the Law Enforcement Professional Services budget line item; vote: four aye and one nay, motion carried. Motion by Serviss to approve the \$50 fee for rental of the Hermosa Community Center to host a Meet and Greet for the Town Marshal. Motion died for a lack of a second. Philip Preston volunteered to pay the \$50 rental fee. Mortitz and Andrea Espy volunteered to donate funds to provide refreshments at the Town Marshal Meet and Greet.

LEGAL: Discussion was held on current budget for legal. Motion by Harris and seconded by Kramer to request Town Attorney to notify the Finance Officer and Board President when hours worked for the town get close to hours covered under the retainer fee; vote: all aye, motion carried.

PUBLIC WORKS: Public Works Director Ferguson was not in attendance at the meeting. Town Engineer Theodorou gave an update on the water and sewer. Serviss and Holsworth gave an update on current contracted street maintenance work. A citizen reported issues with the alley located between 3rd and 4th Street. Serviss will investigate and create work order for any necessary repairs. Motion by Koontz and seconded by Kramer for the intent of the Board to be committed to following the ordinances of the Town (50.27 Repairs of City Water Mains and Service Lines and 51.11 Repairs of City Sewer Mains and Service Lines) and in most cases the owner of the property will be responsible for repairs to their water and sewer system inside their property lines. However, in the case of the booster pump installations, any repairs will be addressed by the Board on an individual basis; vote: four aye and Serviss abstained, motion carried.

ECONOMIC DEVELOPMENT: Serviss reported on an opportunity for possible rental of part of the Marshal's office from a State Agency.

FINANCE OFFICE: Monthly financials were provided. Finance Officer Cornelison reminded the board that the SDML Annual Conference is being held in Pierre, SD, September 30 through October 3, 2025.

OLD BUSINESS: Serviss stated he had a conflict of interest with Item 15 A Pop's Grocery Shoppe Operating Agreement. Motion by Koontz and seconded by Ferguson to allow the board to accommodate Operating Agreement for Pop's Grocery Shoppe and take maximum \$350 fee and divide by other off-sale hours to calculate a per operating dollar amount and apply that to Pop's Grocery Shoppe operating hours to determine fee for operating agreement; vote: four aye and Serviss abstained, motion carried. Motion by Kramer and seconded by Harris to approve the operating agreement upon the edits being completed and approved by Hagg and Kramer; vote: four aye and Serviss abstained, motion carried. Motion by Serviss and seconded by Ferguson to table Item 15B Operating Agreement Notice of Cancellation – TW Saloon until the September 23, 2025, BOT Meeting; vote: all aye, motion carried.

NEW BUSINESS: Motion by Kramer and seconded by Harris to approve the Custer County Fair Association Application for Permit to Occupy Highway Right of Way; vote: all aye, motion carried.

CITIZENS/TRUSTEE INPUT: Audience and trustees had input. For full verbiage, please see the video recording posted on the town's You Tube channel.

BREAK: The Board took a five-minute break.

EXECUTIVE SESSION: Motion by Koontz and seconded by Kramer to enter Executive Session allowable by SDCL 1-25-2.1 – Personnel/Contracts at 10:04 p.m.; vote: all aye, motion carried. Motion made by Ferguson and seconded by Kramer to exit Executive Session at 10:44 p.m.; vote: all aye, motion carried. There were no motions made from the Executive Session.

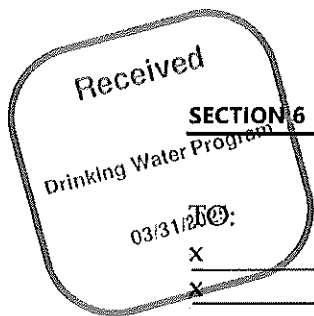
ADJOURN: Motion made by Kramer and seconded by Serviss to adjourn meeting at 10:45 p.m.

ATTEST:

Terri Cornelison
Finance Officer

Kelburn Koontz
Town Board President

Published once at the approximate cost of _____.



6A

SECTION 6

NOTICE OF AWARD

To:

X

Quinn Construction

X

14639 Wagner Lane

X

Rapid City, SD 57701

PROJECT Description: Hermosa North Water Tank Project

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated 7/18, 2025, and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$532,453.00

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND, and certificates of insurance within ten (10) calendar days from the date of this Notice to you:

If you fail to execute said Agreement and to furnish the BONDS within ten (10) calendar days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, 20__.

(Owner)

By _____

Title _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by _____
this _____ day of _____, 20__.

By _____

Title _____

SCHEDULE A BASE BID					
ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST	EXPANDED TOTAL
	GENERAL				
A100	Mobilization	1	LS	\$ 20,000.00	\$20,000.00
A101	Clearing and Grubbing	0.15	AC	\$ 5,000.00	\$750.00
A105	Incidentals	0.5	LS	\$ 2,500.00	\$1,250.00
	WATER MAIN				
A212	10" DI. 90° Elbow	1	EA	\$ 2,000.00	\$2,000.00
A219	10" CL-54 DI. Water Main	25	LF	\$ 250.00	\$6,250.00
A221	4" CL-54 DI. Water Main	24	LF	\$ 250.00	\$6,000.00
A230	4" D.I. 90° Bend (Flanged)	1	EA	\$ 750.00	\$750.00
A231	4" D.I. 90° Bend (Mechanical Joint)	2	EA	\$ 750.00	\$1,500.00
	EXCAVATION				
A300	Excavation (Common)	233	CY	\$ 30.00	\$6,990.00
A301	Compaction of Earthwork (Earth Fill)	233	CY	\$ 30.00	\$6,990.00
A302	Common Excavation (Unstable/Undercut)	23.3	CY	\$ 30.00	\$699.00
A303	Compaction of Earthwork (Structural Backfill)	23.3	CY	\$ 30.00	\$699.00
	DRAINAGE				
A401	10" SDR35 PVC Cleanout	1	EA	\$ 2,153.00	\$2,153.00
A402	10"x4" SDR35 PVC "Y"	1	EA	\$ 1,076.00	\$1,076.00
A404	10" SDR35 PVC Pipe	68	LF	\$ 64.50	\$4,386.00
	SURFACING				
A504	Soil Test	1	LS	\$ 450.00	\$450.00
	MISC.				
A600	Traffic Control	1	LS	\$ 1,500.00	\$1,500.00
A601	Low Flow Silt Fence	835	LF	\$ 6.00	\$5,010.00
A602	Concrete Foundations and Slabs	1	LS	\$ 204,000.00	\$204,000.00
A603	Steel Water Storage Tank	1	EA	\$ 260,000.00	\$260,000.00
	TOTAL SCHEDULE A BASE BID				\$ 532,453.00

SCHEDULE B BASE BID					
ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST	EXPANDED TOTAL
	GENERAL				
A100	Mobilization	1	LS	\$ 40,000.00	\$40,000.00
A101	Clearing and Grubbing	0.15	AC	\$ 5,000.00	\$750.00
A103	100A Service with Service Breaker Panel	1	LS	\$ 13,000.00	\$13,000.00
A104	Electrical Panel Installation and hookup	1	LS	\$ 2,500.00	\$2,500.00
A105	Incidentals	0.5	LS	\$ 2,500.00	\$1,250.00
	WATER MAIN				
A200	Connect to Existing Water Main	1	EA	\$ 2,500.00	\$2,500.00
A201	8" 11.25° Bend	3	EA	\$ 1,500.00	\$4,500.00
A202	8" 22.5° Bend	2	EA	\$ 1,500.00	\$3,000.00
A203	8" 45° Bend	1	EA	\$ 1,500.00	\$1,500.00
A204	8" 90° Bend	1	EA	\$ 1,500.00	\$1,500.00
A205	8" C-900 PVC Water Main with Double Tracer Wire	216	LF	\$ 80.00	\$17,280.00
A206	8"x8"x8" DI. Tee	1	EA	\$ 2,500.00	\$2,500.00
A207	10"x10"x10" DI. Tee	1	EA	\$ 4,200.00	\$4,200.00
A208	2" CL-54 DI. Tee	2	EA	\$ 400.00	\$800.00
A209	2" Butterfly Gate Valve	4	EA	\$ 300.00	\$1,200.00
A210	2" DI. 90° Elbow	2	EA	\$ 300.00	\$600.00
A211	8" DI. 90° Elbow	1	EA	\$ 1,500.00	\$1,500.00

A212	10" DI. 90° Elbow	4	EA	\$ 2,000.00	\$8,000.00
A213	10" DI. Plug and Cap	1	EA	\$ 800.00	\$800.00
A214	10" Actuator Valve	1	EA	\$ 5,500.00	\$5,500.00
A215	8"x2" DI. Reducer	1	EA	\$ 1,500.00	\$1,500.00
A216	10"x8" DI. Reducer	1	EA	\$ 2,000.00	\$2,000.00
A217	2"x1.75" DI. Reducer	4	EA	\$ 300.00	\$1,200.00
A218	4"x2" DI. Reducer	1	EA	\$ 650.00	\$650.00
A219	10" CL-54 DI. Water Main	7	LF	\$ 250.00	\$1,750.00
A220	8" CL-54 DI. Water Main	2	LF	\$ 1,300.00	\$2,600.00
A221	4" CL-54 DI. Water Main	24	LF	\$ -	\$0.00
A222	2" CL-54 DI. Water Main	4.5	LF	\$ 500.00	\$2,250.00
A223	10ft. x 16 ft. Insulated Prefab Building	1	LS	\$ 15,000.00	\$15,000.00
A224	2" Metraflex Check Valve	2	EA	\$ 700.00	\$1,400.00
A225	2" Metraflex Metrophere	2	EA	\$ 700.00	\$1,400.00
A226	2" Dresser 65 Coupling	2	EA	\$ 700.00	\$1,400.00
A227	Type 1 Bedding Material	371	CF	\$ 2.00	\$742.00
A228	ELEC: 12,000 BTU Electric Heater, Lighting and GF	1	LS	\$ 4,000.00	\$4,000.00
A229	8" Pipe Transition Coupler	1	EA	\$ 1,000.00	\$1,000.00
A230	4" D.I. 90° Bend (Flanged)	3	EA	\$ 750.00	\$2,250.00
A231	4" D.I. 90° Bend (Mechanical Joint)	2	EA	\$ -	\$0.00
A232	4" D.I. Tee	1	EA	\$ 1,000.00	\$1,000.00
A233	4" Gate Valve	1	EA	\$ 1,500.00	\$1,500.00

	EXCAVATION				
A300	Excavation (Common)	233	CY	\$ -	\$0.00
A301	Compaction of Earthwork (Earth Fill)	233	CY	\$ -	\$0.00
A302	Common Excavation (Unstable/Undercut)	23.3	CY	\$ -	\$0.00
A303	Compaction of Earthwork (Structural Backfill)	23.3	CY	\$ -	\$0.00
	DRAINAGE				
A400	4" PVC Trap	1	EA	\$ 500.00	\$500.00
A401	10" SCH-80 PVC Cleanout	1	EA	\$ -	\$0.00
A402	10"x4" SCH-80 PVC "Y"	1	EA	\$ -	\$0.00
A403	4" SCH-80 PVC Pipe	20	LF	\$ 60.00	\$1,200.00
A404	10" SCH-80 PVC Pipe	68	LF		
A405	24" Catch Basin	1	EA	\$ 4,500.00	\$4,500.00
A406	Plain Cobble Rip Rap on Non-Woven Geotextile F	3	SY	\$ 180.00	\$540.00
A407	10" 22.5° Bend	1	EA	\$ 800.00	\$800.00
	SURFACING				
A500	21AA Gravel Access Drive and Parking Area	275	T	\$ 50.00	\$13,750.00
A501	12'x50'x12" Thick Gravel Construction Access Drive	1	EA	\$ 3,000.00	\$3,000.00
A502	Topsoil, Stockpile and Replace	1	LS	\$ 6,000.00	\$6,000.00
A503	Restoration Area (Seed and Mulch)	18,485	SF	\$ 0.31	\$5,730.35
A504	Soil Test	1	LS	\$ 450.00	\$450.00
	MISC.				
A600	Traffic Control	1	LS	\$ 1,500.00	\$1,500.00
A601	Low Flow Silt Fence	835	LF	\$ -	\$0.00
A602	Concrete Foundations and Slabs	238	CY	\$ -	\$0.00
A603	Steel Water Storage Tank	1	EA	\$ -	\$0.00
A604	6 ft. high Chain Link Fence with 8 ft. wide gate	355	LF	\$ 40.00	\$14,200.00
	TOTAL SCHEDULE B BASE BID				\$206,692.35



6B

CONSULTING SERVICES AGREEMENT

CLIENT	Town of Hermosa	Project Name	FEMA BRIC grant 2025
Address	230 Main Street		Drainage and Sewer Assessment Improvement Plans
	Hermosa, SD 57744		Battle Creek Flood Mitigation
		Project Location	Hermosa, Custer County, SD
Telephone	(605)255-4291		
Client Contact	Kelburn Koontz, President	Consultant PM	Anthony L. Theodorou PE
Client Job No.		Consultant Job No.	

This Agreement is made by and between Town of Hermosa, hereinafter called "Client," and Alfred Benesch & Company, hereinafter called "Consultant", for professional consulting services as specified herein. Consultant agrees to provide Client with requested consulting services more specifically described as follows (or shown in Attachment A):

The General Conditions and the following Attachments are hereby made a part of the Agreement:

- ☒ Attachment A: Scope of Services and Fee Estimate
☐ Attachment B: Schedule of Unit Rates
☒ Attachment C: RFP submittal dated June 2025

or

- ☐ Exhibit A: Work Authorizations specifying Method of Payment, Scope, and Fee

By signing this Agreement, Client acknowledges that it has read and fully understands this Agreement and all attachments thereto. Client further agrees to pay Consultant for services described herein upon receipt of invoice by Client for the Consultant's estimated fee as described below:

- ☒ By Lump Sum: \$436,920.00.
☐ By Time and Materials: \$_____.
☐ By Other Payment Method (See Attachment ____): \$_____.
☐ As shown on serially numbered Work Authorizations Using Exhibit A

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement:

CLIENT

ALFRED BENESCH & COMPANY

BY: _____
AUTHORIZED REPRESENTATIVE

BY: _____
AUTHORIZED REPRESENTATIVE

PRINT NAME: _____ PRINT NAME: Anthony Dirks

TITLE: _____ TITLE: Senior Vice President

DATE: _____, 20____ DATE: July 23, 2025

BENESCH OFFICE: Rapid City

ADDRESS: 343 Quincy Street, Suite 104

Rapid City, SD 57701

PLEASE SIGN AND RETURN ONE COPY TO ALFRED BENESCH & COMPANY (ADDRESS ABOVE).



STANDARD TERMS AND CONDITIONS

SECTION 1 – Services by Consultant

1.1 General

Consultant shall provide services under this Agreement only upon request of the Client, and only to the extent defined and required by the Client. These services may include the use of outside services, outside testing laboratories, and special equipment.

Attachments to this Agreement are as identified on the signature page to this Agreement or using serially numbered Work Authorizations, and with these GENERAL CONDITIONS, are all as attached hereto, and made a part of this Agreement.

1.2 Scope of Services and Fees

The services to be performed by Consultant and the associated fee are attached hereto and made a part of this Agreement or by using serially numbered Work Authorizations, all as identified on the signature page to this Agreement, and shall be performed by the Consultant in accordance with the Client's requirements. The Scope of Services and Fee Estimate (Attachment A) is valid for sixty (60) days, after which Consultant reserves the right to revise the Scope or Fee Estimate.

It is mutually understood that Consultant's fee is not a firm contractual amount, except the total fee by the Consultant shall not be exceeded unless authorized in writing by the Client. The intent of the Scope of Services is to identify the services to be provided by Consultant. However, it is specifically understood that by written notice to Consultant, Client can decrease or, with concurrence of Consultant, increase the Scope of Services.

SECTION 2 – Payments to Consultant

2.1 Method of Payment

Payment for Consultant's personnel services and direct expenses shall be based on the Method of Payment which is identified on the signature page to this Agreement or serially numbered Work Authorizations, attached hereto, and made a part of this Agreement.

2.2 Payment for Personnel Services

2.2.1 Payment

Payment for the services rendered by Consultant's personnel shall be based on the hours of chargeable time and in accordance with Consultant's Schedule of Unit Rates, which is identified on the signature page to this Agreement and attached hereto, and made a part of this Agreement.

2.2.2 Chargeable Time

Chargeable time for Consultant's personnel is that portion of their time devoted to providing services requested by Client. Chargeable time for field personnel located away from Consultant's office for more than one week is a minimum of eight hours per day and five days per calendar week, except for Consultant observed legal holidays or during an employee's sick leave or vacation time. Travel

time from Consultant's office to an assigned work site, and return to Consultant's office, is chargeable time; or if more economical for Client, Consultant shall lodge its personnel overnight near the work site in lieu of traveling back to Consultant's office at the end of each work day.

2.2.3 Overtime Rates

The basis for payment to Consultant for each hour worked in excess of forty (40) hours in any calendar week shall be the applicable hourly rate as specified in the Schedule of Unit Rates.

2.3 Payment for Direct Expenses

2.3.1 Payment

For Direct Expenses incurred by Consultant, payment to Consultant by the Client shall be in accordance with Consultant's Schedule of Unit Rates.

2.3.2 Direct Expenses

For the purposes of this Agreement, Direct Expenses to be contracted and managed by Consultant and payable by Client to Consultant shall include: Outside Services including the services and reimbursable expenses for firms other than Consultant which are necessary for the work the Consultant is directed to perform; Laboratory Tests and related reports necessary for the work the Consultant is directed to perform, either by the Consultant or by an outside service for the Consultant; Special Equipment expenses including the costs of the Consultant locating, acquiring, leasing, or renting any equipment or facilities not currently owned, leased, or rented by Consultant at the time of the request for services which are necessary to enable Consultant to provide the services requested; vehicles furnished by Consultant for Consultant's authorized travels and for Consultant's field personnel; Per Diem expense or actual costs of maintaining Consultant's field personnel on or near the Project site, for each day of field assignment away from Consultant's office; and Other Direct Expenses associated with all services provided hereunder and identified in the Schedule of Unit Rates.

2.4 Payment Conditions

2.4.1 Consultant shall submit monthly invoices for all personnel services and direct expenses under this Agreement and a final invoice upon completion of services.

2.4.2 Invoices are due and payable upon receipt by Client. Interest at a rate of 1.5% per month, or the maximum allowed by law, will be charged on all past due amounts starting thirty (30) days after date of invoice. Payments will first be credited to interest and then to principal.

2.4.3 In the event of a disputed or contested invoice, Client must provide written notice to Consultant within ten (10) days of the date of any invoice, otherwise the invoice will be considered to be correct. In the event Client timely submits in writing a dispute on a particular invoice, only that portion so contested will be withheld from payment and the Client will pay the undisputed portion. No interest will accrue on any reasonably contested portion of the invoice until mutually resolved.

2.4.4 If Client fails to make payment in full to Consultant of amounts owed pursuant to this Section 2 within forty-five (45) days of the date of the invoice, Consultant may, after giving seven (7) days' written notice to Client, suspend services under this Agreement until paid in full, including interest. Consultant shall have no liability to Client for delays or damages caused by such suspension of services. Client agrees to pay all costs of collection, including reasonable attorney's fees, incurred by Consultant as a result of Client's failure to make payments in accordance with this Agreement. No final plans, documents or reports will be released for any purpose until Consultant has been paid in full.

2.4.5 The billing rates specified in the Schedule of Unit Rates for subsequent years shall be adjusted annually in accordance with Consultant's costs of doing business, subject to Client's review and concurrence.

SECTION 3 - Term of Agreement

3.1 Term

Consultant's obligations to perform under this Agreement shall extend from the date of execution until terminated by either party.

3.2 Abandonment of Work

Client shall have the absolute right to abandon any work requested hereunder or to change the general scope of the work at any time, and such action on its part shall in no event be deemed a breach of contract.

3.3 Termination of Agreement

3.3.1 Termination with Cause

The obligation to provide further services under this Agreement may be terminated with cause by either party by written notice stating the basis for the termination and providing 7 days to cure. The termination will be effective seven (7) days after delivery of written notice thereof if the basis for the termination has not been cured. In the event of termination by Consultant caused by failure of the Client to perform in accordance with the terms of this Agreement, Client shall pay for all services performed prior to the effective date of the termination, including all project termination expenses, collection fees and legal expenses. Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination, and provide information and documents developed under the terms of this Agreement to the Client upon receipt of final payment. In the event of termination by the Client caused by failure by Consultant to perform in accordance with the terms of this Agreement, Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination and provide information and documents developed under the terms of this Agreement to the Client. Upon receipt of all other information and documents, Client shall pay Consultant for services performed prior to the effective date of the termination.

3.3.2 Termination without Cause

Either party may, at its sole discretion, terminate this

Agreement without cause at any time. In the event of such termination, the terminating party will promptly notify and confirm the termination in writing to the other party. The termination will be effective seven (7) days after delivery of written notice thereof. Upon termination, Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination, and provide information and documents developed under the terms of this Agreement to the Client upon receipt of final payment.

3.4 Payment for Work Upon Abandonment or Agreement Termination

If Client abandons requested work or terminates this Agreement, Consultant shall be paid on the basis of work completed to the date of abandonment or effective date of termination. Consultant shall perform no activities other than reasonable wrap-up activities after receipt of notice of abandonment or termination. Payment for the work shall be as established under Section II.

SECTION 4 - General Considerations

4.1 Assignment and Responsibility for Personnel

4.1.1 The assignment of personnel and all phases of the undertaking of the services which Consultant shall provide hereunder shall be subject to the oversight and general guidance of Client.

4.1.2 While upon the premises of Client or property under its control, all employees, agents, and subconsultants of Consultant shall be subject to Client's rules and regulations respecting its property and the conduct of its employees thereon.

4.1.3 However, it is understood and agreed that in the performance of the work and obligations hereunder, Consultant shall be and remain an independent Consultant and that the employees, agents or subconsultants of Consultant shall not be considered employees of or subject to the direction and control of Client. Consultant shall be responsible for the supervision and performance of all subconsultants which are to perform hereunder.

4.2 Insurance

4.2.1 Consultant shall furnish Client a certificate of insurance upon request showing amounts and types of insurance carried by Consultant, which certificate shall contain a commitment by the Insurance Company that during the time any work is being performed by Consultant under this Agreement it will give Client notice of cancellation or non-renewal of the insurance coverage shown on such certificates in accordance with policy provisions.

4.2.2 Any construction contracts relative to Consultant's Services shall require that the Client and Consultant be included as additional insureds on the contractor's and contractor's subcontractors' commercial general liability and commercial automobile liability insurance policies and that the coverage afforded Client and Consultant is primary to any insurance maintained by Client or Consultant and that Client and Consultant's insurance is non-contributory with any coverage afforded by contractor and subcontractors. Client will also require contractor and all subcontractors to purchase and maintain workers' compensation and employer's liability insurance.

Consultant will name the Client as additional insured on Consultant's commercial general liability insurance.

4.3 Successors and Assigns

4.3.1 Client and Consultant each binds itself and its partners, successors, executors, administrators, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement.

4.3.2 Neither Consultant nor Client shall assign or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other party, except as stated in paragraph 4.3.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Consultant from employing such independent consultants, associates, and subconsultants as it may deem appropriate to assist in the performance of services hereunder.

4.3.3 Nothing herein shall be construed to give any rights or benefits hereunder to any one other than Client and Consultant except as otherwise provided herein.

4.4 Compliance with Law

4.4.1 Consultant shall exercise the professional standard of care to comply with, and cause its subconsultants to comply with, applicable Federal, state, and local laws, orders, rules, and regulations in effect at the time services are rendered, and relating to the performance of the services Consultant is to perform under this Agreement. If the Scope of Services requires Consultant to prepare an application for a permit, Consultant does not represent or warrant that said permit or approval will be issued by any governmental body.

4.4.2 Neither the Consultant nor the Consultant's agents or employees shall discriminate against any employee or applicant for employment to be employed in the performance of this Agreement with respect to hiring, tenure, terms, conditions, or privileges of employment, because of race, color, religion, sex, or national origin.

4.5 Ownership and Reuse of Documents

4.5.1 All drawings, specifications, test reports, and other materials and work products which have been prepared or furnished by Client prior to this Agreement shall remain Client's property. Consultant shall be permitted to rely on Client furnished documents and Client shall make available to Consultant copies of these materials as necessary for the Consultant to perform the services requested hereunder.

4.5.2 All drawings, specifications, test reports, and other materials and work products, including computer aided drawings, designs, and other data filed on electronic media which will be prepared or furnished by Consultant (and Consultant's independent professional associates and subconsultants) under this Agreement, are instruments of

service in respect to the Project and Consultant shall retain an ownership and property interest therein whether or not the Project is completed. Client may make and retain copies for information and reference in connection with the use and the occupancy of the Project by Client and others; however, such documents are not intended or represented to be suitable for reuse by Client or others acting on behalf of Client on extensions of the Project or on any other project. Further, Consultant makes no warranty as to the compatibility of computer data files with computer software and software releases other than that used by Consultant in performing services herein, and to the condition or availability of the computer data after an acceptance period of thirty (30) days from delivery to Client. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Consultant or to Consultant's independent professional associates or subconsultants, and Client shall indemnify and hold harmless Consultant and Consultant's independent professional associates and subconsultants from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Consultant to further compensation at rates to be agreed upon by Client and Consultant.

4.6 Consultant's Personnel at Project Site

4.6.1 The presence or duties of the Consultant personnel at a Project site, whether as onsite representatives or otherwise, do not make the Consultant or its personnel in any way responsible for those duties that belong to the Client and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the project documents and any health or safety precautions required by such construction work. The Consultant and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor or other entity or any other persons at the site except Consultant's own personnel.

4.6.2 To the extent Consultant's Scope of Work includes construction observation, the Consultant shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. Consultant neither guarantees the performance of the contractor(s) nor assumes responsibility for contractor(s)' failure to perform their work in accordance with the project documents.

4.7 Opinions of Cost, Financial Considerations, and Schedules

In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the Project, the Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions. Consultant's opinions of probable Total Project Costs and Construction Costs provided for herein as appropriate are made on the basis of Consultant's experience and qualifications and represent Consultant's judgments as an experienced and qualified professional consultant familiar with the construction industry. Consultant makes no warranty that the Client's actual Total Project or Construction Costs, financial aspects, economic feasibility, or schedules will not vary from the Consultant's opinions, analyses, projections, or estimates. If Client wishes greater assurance as to any element of the Total Project or Construction cost, feasibility, or schedule, Client will employ an independent cost estimator, contractor, or other appropriate advisor.

4.8 Discovery of Unanticipated Pollutant and Hazardous Substance Risks

4.8.1 If Consultant, while performing the services, discovers pollutants and/or hazardous substances that pose unanticipated risks, it is hereby agreed that the scope of services, schedule, and the estimated cost of Consultant's services will be reconsidered and that this Agreement shall immediately become subject to renegotiation or termination.

4.8.2 In the event that the Agreement is terminated because of the discovery of pollutants and/or hazardous substances posing unanticipated risks, it is agreed that Consultant shall be paid for its total charges for labor performed and reimbursable charges incurred to the date of termination of this Agreement, including, if necessary, any additional labor or reimbursable charges incurred in demobilizing.

4.8.3 Client also agrees that the discovery of unanticipated pollutants and/or hazardous substances may make it necessary for Consultant to take immediate measures to protect health and safety. Consultant agrees to notify Client as soon as practically possible should unanticipated pollutants and/or hazardous substances be suspected or encountered. Client authorizes Consultant to take measures that in Consultant's sole judgment are justified to preserve and protect the health and safety of Consultant's personnel and the public. Client agrees to compensate Consultant for the additional cost of taking such additional precautionary measures to protect employees' and the public's health and safety. This section is not intended to impose upon Consultant any duties or obligations other than those imposed by law.

SECTION 5 - Professional Responsibility

5.1 Performance of Services

Consultant shall perform its services consistent with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances (hereinafter the "Standard of Care").

Consultant expressly disclaims all express or implied warranties and guarantees with respect to the performance of professional services, and it is agreed that the quality of such services shall be judged solely as to whether the services were performed consistent with the Standard of Care. Consultant owes Client only that level of performance defined in this Section 5.1, and nothing herein shall be construed as creating a fiduciary relationship.

If at any time prior to construction Client believes Consultant's services are deficient due to not meeting the Standard of Care, Client must immediately inform Consultant in writing and shall afford Consultant the opportunity to correct such deficiency. If, upon review by Consultant it is determined there is a deficiency that fails to meet the standard of care and it is attributable to Consultant, the deficiency shall be corrected at no additional cost to Client.

5.2 Limitation of Liability

Client and Consultant agree to allocate certain of the risks so that, to the fullest extent permitted by law, Consultant's total liability to Client is limited to the amount paid under the contract or \$50,000 whichever is greater, this being the Client's sole and exclusive remedy for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's fees) arising out of this Agreement from any cause or causes. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

5.3 No Special or Consequential Damages

Client and Consultant agree that to the fullest extent permitted by law neither party shall be liable to the other for any special, indirect, or consequential damages whatsoever, whether caused by either party's negligence, errors, omissions, strict liability, breach of contract, breach of warranty, or other cause or causes.

5.4 Indemnification

To the fullest extent permitted by law, Client and Consultant mutually agree to indemnify and hold each other harmless from and against any and all claims, damages, losses and expenses, defense costs including reasonable attorneys' fees, and court or arbitration costs and other liabilities arising from their own negligent acts, errors or omissions in performance of their services under this Agreement, but only to the extent caused that each party is responsible for such damages, liabilities and costs on a comparative basis of fault.

5.5 No Third Party Beneficiaries

Client and Consultant expressly agree that this Agreement does not confer upon any third party any rights as beneficiary to this Agreement. Consultant accepts no responsibility for damages, if any, suffered by any third party as the result of a third party's use of the work product, including reliance, decisions, or any other action taken based upon it.

Client agrees that Consultant's services and work products are for the exclusive present use of Client. Client agrees

that Consultant's compliance with any request by Client to address or otherwise release any portion of the work product to a third party shall not modify, rescind, waive, or otherwise alter provisions of this Agreement nor does it create or confer any third party beneficiary rights on any third party.

SECTION 6 - Miscellaneous Provisions

6.1 Notices

Any notice to either party herein shall be in writing and shall be served either personally or by registered or certified mail addressed to the signing party shown on the signature page.

6.2 Joint Preparation

For purposes of contract interpretation and for the purpose of resolving any ambiguity in this Agreement, the parties agree that this Agreement was prepared jointly by them and/or their respective attorneys.

6.3 Headings

Headings used in this Agreement are for the convenience of reference only and shall not affect the construction of this Agreement.

6.4 Severability

If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

6.5 Dispute Resolution

If negotiation in good faith fails to resolve a dispute within thirty (30) days of written notice of the dispute by either party, then the parties agree that, with the exception of claims that are subject to the applicable venue's small claims court jurisdiction, each dispute, claim or controversy arising from or related to this Agreement or the relationships which result from this Agreement shall be subject to mediation as a condition precedent to initiating legal or equitable actions by either party. Unless the parties agree otherwise, the mediation shall be in accordance with the Commercial Mediation Procedures of the American Arbitration Association then currently in effect. A request for mediation shall be filed in writing with the American Arbitration Association and the other party. No legal or equitable action may be instituted for a period of ninety (90) days from the filing of the request for mediation unless a longer period of time is provided by agreement of the parties. Cost of mediation shall be shared equally between the parties and shall be held in a location mutually agreed upon by the parties. The parties shall memorialize any agreement resulting from the mediation in a mediated settlement agreement, which agreement shall be enforceable as a settlement in any court having jurisdiction thereof.

During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations

hereunder. Any dispute not resolved through mediation shall be subject to litigation in a court of competent jurisdiction in the state in which the project is located.

6.6 Equal Opportunity

Consultant will, in the performance of this Agreement, comply with federal, state, and local laws, and all regulations and orders issued under any applicable law related to equal employment opportunity, non-discrimination, or employment generally.

Consultant certifies that it will not knowingly employ or contract with a non-legal resident of the United States to perform work under this Agreement, and verifies or attempts to verify employee eligibility of its employees through participation in the U.S. Department of Homeland Security and Social Security Administration's E-Verify system.

6.7 Governing Law

This Agreement is to be governed by the laws of the jurisdiction in which the project is located. For locations outside of the United States, this Agreement shall be governed by the laws of the State of Illinois.

6.8 Entire Agreement

This Agreement, along with those documents specified, attached, or hereby cited together, and serially numbered Work Authorizations if used, constitute the entire Agreement between the parties hereto and no changes, modifications, extensions, terminations, or waivers of this Agreement, or other documents, or any of the provisions herein, or therein contained, shall be valid unless made in writing and signed by duly authorized representatives of both parties.

SUPPLEMENTAL CONDITIONS FOR SURVEY, ENVIRONMENTAL OR GEOTECHNICAL SERVICES

☒ ***Supplemental Condition is incorporated herein when the applicable box is checked.***

☒ **S.1 Location of Underground Utilities**

It shall be the Client's responsibility to locate and physically mark all underground utilities and structures which lie within the work area prior to the start of subsurface investigations. If the Client elects not to assume this responsibility, Client shall notify Consultant and shall compensate Consultant for all costs associated with locating and physically marking said underground utilities and structures over and above the estimated project fee. Client shall indemnify and hold Consultant harmless from any damages and delays resulting from unmarked or improperly marked underground utilities and structures. For reasons of safety, Consultant will not begin work until this has been accomplished.

☒ **S.2 Subsurface Investigations**

In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics might vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect Project cost and/or execution. These conditions and cost/execution effects are not the responsibility of the Consultant.

☒ **S.3 Disposition of Samples and Equipment**

S.3.1 Disposition of Samples

No samples and/or materials will be kept by Consultant

longer than thirty (30) days after submission of the final report unless agreed otherwise.

S.3.2 Hazardous or Potentially Hazardous Samples and Materials

In the event that samples and/or materials contain or are suspected to contain substances or constituents hazardous or detrimental to health, safety, or the environment as defined by federal, state, or local statutes, regulations, or ordinances, Consultant will, after completion of testing, return such samples and materials to Client, or have the samples and materials disposed of in accordance with Client's directions and all applicable laws. Client agrees to pay all costs associated with the storage, transportation, and disposal of samples and materials. Client recognizes and agrees that Consultant at no time assumes title to said samples and materials, and shall have no responsibility as a handler, generator, operator, transporter, or disposer of said samples and materials.

S.3.3 Contaminated Equipment

All laboratory and field equipment contaminated in Consultant's performance of services will be cleaned at Client's expense. Contaminated consumables will be disposed of and replaced at Client's expense. Equipment (including tools) which cannot be reasonably decontaminated shall become the property and responsibility of Client. At Client's expense, such equipment shall be delivered to Client, or disposed of in the same manner specified in S.3.2 above. Client agrees to pay Consultant the fair market value of any such equipment which cannot reasonably be decontaminated and is delivered to Client pursuant to this Agreement.

COST PROPOSAL

Hermosa Flood Mitigation - Scoping Grant Estimate

1.	Phase 1 - Data Gathering / Project Prioritization (\$179/hr.)	\$	15,000
1a.	Research and Data Gathering (28)		
1b.	Assess flood reduction benefits (28)		
1c.	Community Engagement (14)		
1d.	Identify priority projects (14)		
2.	Phase 2 - Feasibility Analysis (up to four projects) - \$179/hr)	\$	62,500
2a.	Develop design alternatives (112)		
2b.	Perform preliminary hydraulic and/or hydrologic modeling (112)		
2c.	Assess project alternatives - cost and flood reduction benefit (112)		
2d.	Community Engagement (14)		
3.	Phase 3 -Selected Alternative Development and BCA (\$179/hr.)	\$	102,500
3a.	Survey (112)		
3b.	Develop more detailed Hydraulic and/or hydrologic modeling (224)		
3c.	Develop Conceptual Design (112)		
3d.	Conduct Benefit Cost Analysis (112)		
3e.	Community Engagement (14)		
4.	Phase 4 - Sanitary Inflow and Infiltration Study	\$	112,200
4a.	Survey (11)		
4b.	Hydraulic Study (56)		
4c.	CCTV and Cleaning (\$82,200)		
4d.	Prioritize Repairs and Cost Estimate (100)		
5.	Phase 5 - Gravity Collection System 30% Design	\$	75,000
5a.	Survey (5,000 LF) - (55)		
5b.	Develop 30%design plans (335)		
5c.	Develop construction cost estimate (14)		
5d.	Community Engagement (14)		
6.	Phase 6 - Construction Grant Application Development	\$	30,000
6a.	Grant application development (72)		
	Subtotal	\$	397,200
	Contingency (10%)	\$	39,720
	Total	\$	436,920
	Grant Management Cost (5% of Project Cost)	\$	21,846

PROJECT SCHEDULE

		2025						2026							
		Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
Project Prioritization	Notice of Award	★													
	Scope and Contract Negotiation	x													
	Notice to Proceed	★													
	Develop Initial BRE Scoring Criteria		x												
	Community Officials Meeting		x												
	Complete Initial BRE Scoring		x												
	Preliminary Analysis of Benefits and Costs			x											
	Community Meeting			x											
	Identify Priority Projects			x											
	Completion of Project Prioritization Report				x										
Feasibility Analysis	Identify Project Constraints and Alternatives				x	x	x								
	Refinement of Probable Costs					x									
	Modeling of Alternatives				x	x									
	Refinement of Project Benefits				x										
	Draft Eng Recommendations Report					x									
	Second Community Officials Meeting					x									
Alternative / BCA	Final Eng Recommendations Report					x									
	Survey					x	x								
	Hydraulic/Hydrologic Modeling						x	x	x						
	Develop Conceptual Design							x	x						
	Conduct BCA								x	x					
Sanitary I&I Study	Community Engagement									x					
	Survey				x										
	Hydraulic Study							x	x	x					
	CCTV and Cleaning				x	x	x	x							
Final Design	Prioritize Repairs & Cost Estimate						x	x	x						
	Field Survey		x	x											
	Develop 30% Design Plans									x	x	x	x	x	
	Develop Construction Cost Estimate													x	x
Grant Admin	Community Engagement														x
	Assistance with Documentation for Grant Application Package													x	x
Project Closeout															★

*Project schedules are expected to be refined based on County's feedback.

RESIDENTIAL BUILDING PERMIT APPLICATION

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

DATE 6-13-25

PERMIT # 2025-160

7A

Receipt # _____ Cash _____ Check # 0104 Amount \$75.00 (\$75.00)

**** PLEASE INCLUDE TO-SCALE DRAWINGS ****

Is Property in the Flood Plain? _____ Yes _____ No Zoning District _____

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

APPLICATION SUBMITTED BY:

Property Owner Name(s) Jamey Nolan

Mailing Address Po Box 183

City Hermosa State SD Zip 57744

Email JameyNolan7@gmail.com

Phone # Home _____ Cell 605-863-3531 Work _____

LEGAL DESCRIPTION

Subdivision name: _____ Lot# _____ Block _____ Lot Size _____

Zoning District _____ Is this property in the Flood Plain? Yes _____ No X

Building address: 51 N 5th St Hermosa SD 57744

CLASS OF WORK TO BE DONE

New structure _____ Demolition _____ Remodel _____ Addition _____

Residential: Single Family _____ Accessory X Multi-Family _____

Proposed Use Building: Car Port

Building Area (Sq. Ft.): 240 Height: 8ft # of Units _____

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

SETBACK FROM LOT LINES:

FEET

CITY MINIMUM

*Applicable Zoning District

Front _____
Rear _____
Sides _____

(20'/25')

(5'/8'/15')

(8'/10'/25')

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

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

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

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

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

Parcel #

10284

OFFICE USE ONLY



July 2, 2025

TO: Town of Hermosa SD

FR: Neil Putnam AICP, Planner, John Burckhard, Building Official, Anthony Theodorou PE

RE: Permit 2025-~~10~~ 110

Applicant: Jamey Nolan

Address: 51 N 5th St, Hermosa

Application: Possible variance and building permit

Legal Description: Whitetail Estates, Lot C1 and C2 (formerly part of Lot C)

Zoning: Residential

Comments:

Staff visited with the owner Mr. Nolan and advised him to attend the board meeting. He has been advised to provide the BOT a description of the carport and its features. The board will need to determine if the structure requires a building permit and is a permanent structure. Structures under 200 square feet do not require a permit. This one is 240 square feet. If the BOT determines it is a structure, then the proposed placement will require a variance, see the excerpt of the code.

(D) *Area regulations.* All buildings shall be set back from street right-of-way lines and lot lines to comply with the following line requirements. Setbacks may be reduced by up to 10% with the approval of the Planning and Zoning Commission and the Board of Trustees.

(1) *Front yard.*

(a) For single, two-family dwellings the minimum depth of the front yard shall be 20 feet and in no case shall an accessory building be located to extend into the front yard.

Town of Hermosa

PO Box 298 • 230 Main Street • Hermosa, SD 57744

Phone (605) 255-4291 • Fax (605) 255-4094

Email: town@hermosasd.com

Residential Building Permit

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

Filing of Application and Submittal Requirements:

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

To submit a permit, provide the following items:

- Completed building permit.
- Application Fee

Allow 2-4 weeks for approval:

The application will be reviewed by the Hermosa Board of Trustees

Board of Trustees meet on the 1st and 3rd Tuesday of each month at 6:00 PM

The Finance Officer can provide you with the specific dates for your application.

Important Details:

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

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

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

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

Town of Hermosa

TYPE OF CONSTRUCTION

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

FOUNDATION

Thickness of Foundation _____ Thickness of footings _____ Width of Footings _____ Depth _____

Pier Foundation System: _____ Diameter of pier _____ Spacing of piers _____

CONTRACTOR INFORMATION

Contractors must all be registered with the Town of Hermosa

Contractors	Company Name	Phone #
General		
Structural		
Electrical		
Plumbing		
Heat/Mechanical		
Framing		
Drywall		
Siding		
Roofing		
Concrete		
Excavation		

*Appropriate drainage must be maintained.

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

Does the building have a Historical Designation: Yes _____ No X

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

Proposed utilities: _____

INSTALLING A NEW WATER METER? YES NO - WATER METERS WILL BE PROVIDED BY THE TOWN OF HERMOSA AT COST TO APPLICANT. CURRENT METER COST \$200.00 To be assessed with Building Fee Calculations.

Describe Work: _____

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

✓ TOTAL COST ESTIMATE OF IMPROVEMENTS: \$ _____

✓ TOTAL LOT AREA (length x width): _____ sq. ft.

✓ TOTAL LOT COVERAGE (Structures): _____ sq. ft.

✓ % OF LOT COVERAGE: _____ %

Town of Hermosa

PO Box 298 • 230 Main Street • Hermosa, SD 57744

Phone (605) 255-4291 • Fax (605) 255-4094

Email: town@hermosasd.com


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

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

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

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

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

X  _____
Signature(s) of Owner(s) (If Owner Builder)

6-13-25 _____
Date

X _____
Signature(s) of Contractor/Authorized Agent

Date

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

PLANNING COMMISSION

☐ Approved ☐ Denied

NAME: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

APPLICATION FEE: \$75.00 DATE PAID: _____

HERMOSA BOARD OF TRUSTEES

☐ Approved ☐ Denied

NAME: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

DATE PERMIT ISSUED: _____

RESIDENTIAL SITE PLAN REQUIREMENTS

THIS CHECKLIST MUST BE COMPLETED AND RETURNED WITH THIS APPLICATION.

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

As per zoning ordinance do not cover more than 40% of lot.

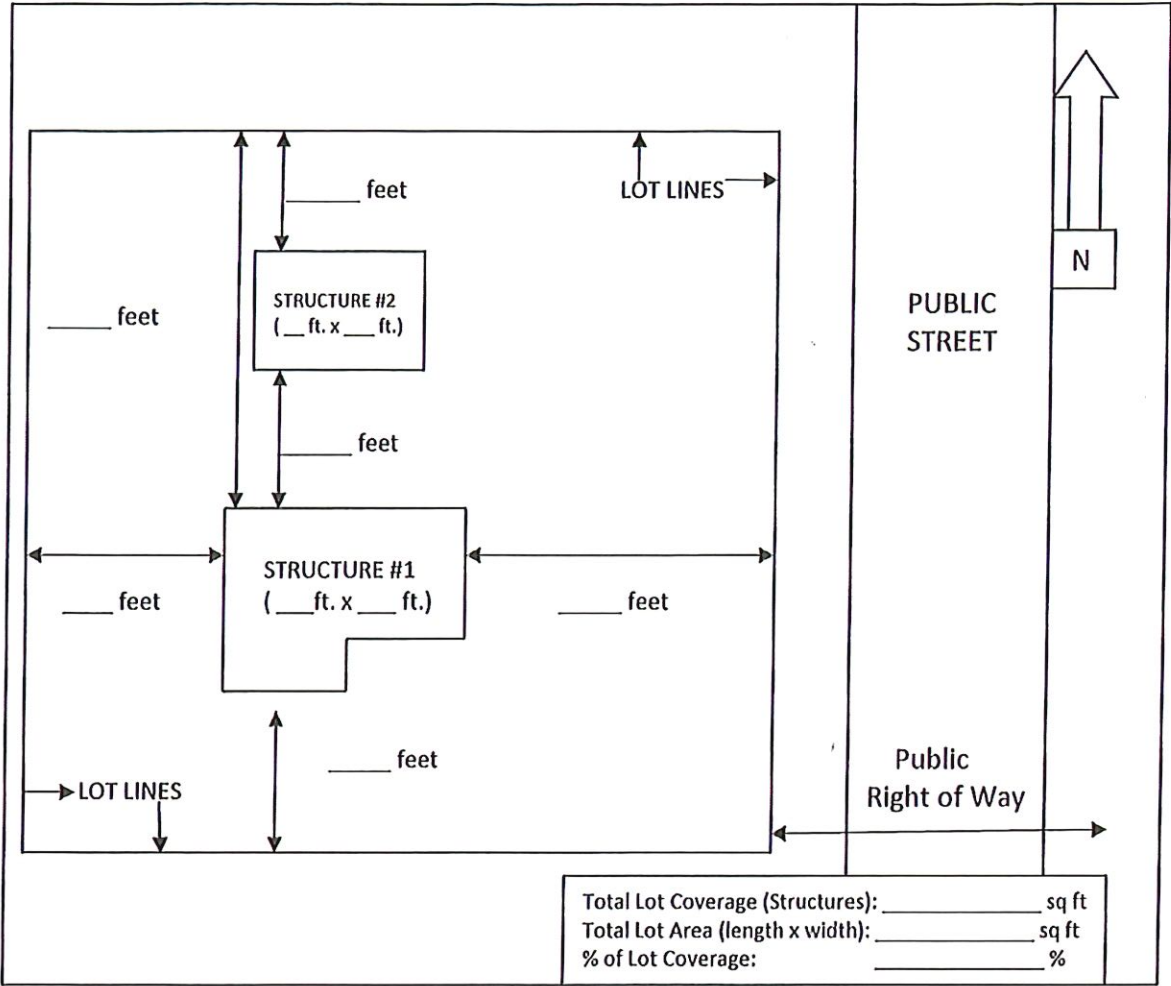
General Site plan drawn to scale (1" = 20" preferred)

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

Additional information that may be required

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

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



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

Numbers you should know:

Chuck Ferguson	Town of Hermosa	605-255-4291
Chuck Ferguson	Public Works	605-390-0045
Anthony Theodorou	Building Inspections	605-390-0045
Elmer Claycomb, PE	Town Engineer	605-569-3646
	Floodplain Administrator	605-673-3939
	State Electrical Inspector	605-773-3573
	State Plumbing Inspector	605-773-3429
	(All interior plumbing is required to be inspected by the state)	



Owner Address
HENRICHSEN VICKI
NICHOLSON CYNTHIA S. NOLAN JAMEY
PO BOX 282
HERMOSA, SD 57744-0282

Alternate IDn/s
Class Residential
Acreage 0.327
16.1-7-0-0-0
LOT 5 OF TR C OF WARREN TR SEC 29 T2 R8.327 AC. HERMOSA
MH W/RE-1985 SCHULT LYNBROOKE 28X-8
SERIAL # 198333AB
TITLE # 131201016
744-00-051-000-029-00

D 009284
p/Rng n/a
by Address 51 N 5TH ST
HERMOSA

Description

8A

Claims for approval 8-05-2025

VENDOR	REFERENCE	AMOUNT
A & B BUSINESS EQUIPMENT	MONTHLY PRINTER/FAX FEE	\$ 554.96
BANK WEST	CLASSIC WEB BANKING FEE	\$ 25.00
BANK WEST CREDIT CARD	ADOBE/STAMPS/PLUNGERS/BUSINESS CARDS	\$ 192.83
BATTLE CREEK FIRE DEPARTMENT	APRIL/MAY/JUNE TIF #1 TAXES	\$ 2,638.06
BLACK HILLS ELECTRIC COOP	UTILITIES ELECTRIC JUNE 2025	\$ 3,160.03
CUSTER COUNTY AUDITOR	APRIL/MAY/JUNE TIF #1 TAXES	\$ 8,503.25
CUSTER COUNTY SCHOOL	APRIL/MAY/JUNE TIF #1 TAXES	\$ 31,129.07
CHUCK FERGUSON	CONTRACT SERVICES - JULY 2025	\$ 3,120.00
CHUCK FERGUSON	REPAIR ALLEY-TOWN GRAVEL/MOW LOT ACROSS FROM TOWN OFFICE	\$ 150.00
GOLDEN WEST TECHNOLOGIES	SET UP MARSHAL EMAIL/BOARD EMAIL CONFIGURATIONS	\$ 360.00
LOWER 48 INSTRUMENTS	VEGAPULS C 11 RADAR TRANSMITTER - LAGOON-APPROVED 7/22/2025	\$ 885.20
MIDCONTINENT TESTING LABORATORIES	LAGOON TESTING	\$ 52.00
RURAL DEVELOPMENT	RD 1 LOAN-JULY INTEREST & PRINCIPAL	\$ 1,278.00
	RD 2 LOAN - JULY INTEREST & PRINCIPAL	\$ 417.00
	RD 3 LOAN - JULY INTEREST & PRINCIPAL	\$ 222.00
SOLBERG KNOWLES & ASSOCIATES	INDOOR/OUTDOOR PANELS FOR WWTP-BOT APPROVED 5/29/2025	\$ 27,269.23
US BANK	AUGUST 2025 QUARTERLY SRF LOAN PAYMENT	\$ 1,493.23
Accounts Payable Total		\$ 81,449.86
Utility Deposit Refund		
SAVANNA WARREN	800 MARIE ST	\$ 86.44
	Deposit Refund total	\$ 86.44
Payroll related		
Total Paid On: 7/31/2025		
	Legislative, Financial Administration, Govt Blds	\$ 4,905.68
	Water	\$ 391.86
	Sewer	\$ 164.39
	Promoting City/BBB	\$ 54.80
SOUTH DAKOTA RETIREMENT	SDRS	\$ 1,158.86
EFTPS-ELECTRONIC FEDERAL TAX	FED/FICA TAX	\$ 1,451.98
HEALTH POOL OF SD	FO SINGLE HEALTH 4/25	\$ 2,087.14
Payroll Total		\$ 10,214.71
***** REPORT TOTAL *****		\$ 91,751.01

CLAIMS REPORT

Check Range: 7/23/2025- 8/05/2025

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
A & B BUSINESS EQUIPMENT INC	MONTHLY PRINTER/FAX FEE	554.96		560	8/05/25
A & B BUSINESS EQUIPMENT INC	MONTHLY PRINTER/FAX FEE		554.96		
BANK WEST	CLASSIC WEB BANKING FEE		25.00	564	8/05/25
BANKWEST CARDMEMBER SERVS	BUSINESS CARDS		192.83	561	8/05/25
BATTLE CREEK FIRE DEPARTMENT	APR/MAY/JUN 2025 TIF #1 TAXES		2,638.06	18357	8/05/25
BLACK HILLS ELECTRIC COOP.,Inc	UTILITIES - STREETS		3,160.03	562	8/05/25
Custer County Auditor	APR/MAY/JUN 2025 TIF #1 TAXES		8,503.25	18358	8/05/25
CUSTER COUNTY SCHOOL DIST 16-DANR	APR/MAY/JUN 2025 TIF #1 TAXES		31,129.07	18359	8/05/25
	WASTEWATER DISCHARGE PERMIT				
EFTPS-Electronic Federal Tax	FED/FICA TAX		1,451.98	559	7/31/25
CHUCK FERGUSON	CONTRACT SERVICES - WATER	3,120.00		558	7/31/25
CHUCK FERGUSON	REPAIR ALLEY-TOWN GRAVEL	150.00	3,270.00	18360	8/05/25
GOLDEN WEST TECHNOLOGIES	SET UP EMAIL FOR TOWN MARSHAL		360.00	18361	8/05/25
HEALTH POOL OF SOUTH DAKOTA	LIFE INS	10.50		18355	7/31/25
HEALTH POOL OF SOUTH DAKOTA	FO SINGLE HEALTH INSURANCE	2,097.64	2,108.14	18362	8/05/25
LOWER 48 INSTRUMENTS	VEGAOYKS C11 RADAR TRANSMITTER		885.20	563	8/05/25
Midcontinent testing lab. Inc	LAGOON TESTING		52.00	18363	8/05/25
RURAL DEVELOPMENT	RD 1 LOAN-JULY 2025 PRINCIPAL	1,278.00		566	7/31/25
RURAL DEVELOPMENT	RD 2 LOAN-JULY 2025 INTEREST	417.00		567	7/31/25
RURAL DEVELOPMENT	RD 3 LOAN-JULY 2025 INTEREST	222.00	1,917.00	568	7/31/25
SILVERSMITH DATA	SOFTWARE INTEGRATION/SETUP				
SOLBERG KNOWLES & ASSOCIATES	INDOOR/OUTDOOR PANELS FOR WWTP		27,269.23	18364	8/05/25
SOUTH DAKOTA RETIREMENT SYSTEM	SDRS - 07/21/2025 PAYROLL		1,158.86	18356	7/31/25
US BANK	SRF AUGUST 2025 PRINCIPAL		1,493.23	565	8/01/25

Accounts Payable Total 86,168.84

Utility Refund Checks

602 WATER 86.44

Refund Checks Total 86.44

Payroll Checks

101 GENERAL 4,905.68

211 BBB GROSS RECEIPTS TAX 54.80

602 WATER 391.86

604 SEWER 164.39

Total Paid On: 7/31/25 5,516.73

Total Payroll Paid 5,516.73

Report Total 91,772.01

- 21.00 Life Ins pd by
Employee
91,751.01

CLAIMS REPORT
CLAIMS FUND SUMMARY

FUND	NAME	AMOUNT
101	GENERAL	12,344.72
211	BBB GROSS RECEIPTS TAX	71.46
301	DEBT SERVICE	42,270.38
602	WATER	6,471.10
604	SEWER	30,614.35

	TOTAL FUNDS	91,772.01

- 21.00 Life Ins pd by employees
91,751.01

16A

TOWN OF HERMOSA
ORDINANCE NO. 2.077A
SUPPLEMENTAL APPROPRIATION ORDINANCE

Be it ordained by the Town of Hermosa that the following sums are supplementally appropriated to meet obligations of the municipality.

<u>EXPENDITURES</u>		General Fund Fund 101
41400	<u>Finance Office</u>	
	Wages	\$ 12,000.00
	Total Finance Office	<u>\$ 12,000.00</u>
41410	<u>Legal</u>	
	Professional Fees	\$ 10,000.00
	Total Legal	<u>\$ 10,000.00</u>
41960	<u>Engineer</u>	
	Professional Fees	\$ 250,000.00
	Total Engineer Fees	<u>\$ 250,000.00</u>
<u>Total Appropriations</u>		<u>\$ 272,000.00</u>

<u>EXPENDITURES</u>		TIF Debt Service Fund 301
46500	<u>TIF Debt Service</u>	
	Debt Service Expense	\$ 106,000.00
	Total TIF Debt Service	<u>\$ 106,000.00</u>
<u>Total Appropriations</u>		<u>\$ 106,000.00</u>

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

<u>REVENUE</u>	General Fund Fund 101
<u>SOURCE OF FUNDING</u>	
Unassigned Fund Balance	<u>\$ 272,000.00</u>
<u>TOTAL MEANS OF FINANCE</u>	<u>\$ 272,000.00</u>

<u>REVENUE</u>	TIF Debt Service Fund 301
<u>SOURCE OF FUNDING</u>	
Unassigned Fund Balance	\$ 106,000.00
<u>TOTAL MEANS OF FINANCE</u>	<u>\$ 106,000.00</u>

Dated this 5th day of August, 2025.

ATTEST:

Terri Cornelison, Finance Officer

Vote: Kramer:
 Koontz:
 Ferguson:
 Harris:
 Serviss:

Published once at the approximate cost of \$_____.

Kelburn Koontz, Board President

First Reading: August 5, 2025
Second Reading:
Publication:

AN ORDINANCE TO AMEND TOWN OF HERMOSA ORDINANCE SECTION 116.04 (ALCOHOLIC BEVERAGES, MALT BEVERAGES AND WINE LICENSE REQUIREMENTS AND FEES) BY AMENDING SECTION 116.04 THERETO TO ENSURE CONSISTENT AND APPLICATION OF RELATED FEES

BE IT ORDAINED BY THE BOARD OF TRUSTEES FOR THE TOWN OF HERMOSA THAT THE TOWN OF HERMOSA ORDINANCE SECTION 116.04 (ALCOHOLIC BEVERAGES, MALT BEVERAGES AND WINE LICENSE REQUIREMENTS AND FEES) BE ENACTED TO ENSURE CLARITY AND SUSTAINABILITY AS FOLLOWS:

§ 116.04 Alcoholic beverages, malt beverages and wine license requirements and fees.

(A) With the exception of any considerations referenced within the sections of this chapter, classifications and fees are established for on-sale, off-sale, on/off-sale, and/or package dealers in distilled spirits, liquors, wines, and malt beverages, as outlined per the fee schedule.

(B) The monthly operating agreement fee for a non-profit organization or association applicant, or holder, shall be reviewed and set annually by the Hermosa Town Board upon the issuance, or renewal, of any liquor, liquor restaurant, wine, malt beverage, or temporary, license, and shall not exceed the monthly amount listed for the equal classification of license listed within the fee schedule.

(C) Non-profit organizations and associations shall be required to provide a copy of the following items; Federal EIN letter, letter of incorporation, bi-laws, tax exempt status. Additionally, an annual report, along with any changes made to addresses, directors, officers, or registered agents, shall be submitted annually to effectively maintain non-profit status with the town.

(D) [Repealed]

(Ord. 4.0, passed 9-15-2015; Ord. Passed ?-?-2025)

BOARD OF TRUSTEES:

_____	_____
Board President	Date

ATTEST:

Finance Officer

First Reading: _____

Second Reading: _____

Publication Date: _____

Effective Date: _____