

**HERMOSA TOWN BOARD
WORK SESSION
SEPTEMBER 16, 2025
6:00 P.M.**



- 1) **WORK SESSION ITEMS:**
 - A. Chapter 91: Public Nuisance Ordinance
 - B. New Contract for Ferguson
 - C. Town to purchase brackets for Christmas decorations/storage of decorations
 - D. Fee Schedule – Liquor License
 - E. Town Attorney nomination and appointment procedure

- 2) **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.

- 3) **TRUSTEE INPUT:**
 - Kramer
 - Ferguson
 - Harris
 - Koontz
 - Serviss

CHAPTER 91: PUBLIC NUISANCES

Section

- 91.01 Definitions
- 91.02 Prohibited conditions
- 91.03 Enforcement authority
- 91.04 Notice to abate
- 91.05 Abatement by town authority
- 91.06 Abatement by town cost assessment
- 91.07 Notification guidelines
- 91.08 Exceptions
- 91.09 Application
- 91.10 Complaints
- 91.11 Conflicts with other laws

- 91.99 Penalty

§ 91.01 DEFINITIONS.

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

NOXIOUS MATTER. Includes trash, garbage, refuse and all other material which has been strewn about, is otherwise apparently abandoned or of no apparent value, which is unsightly or malodorous, or which may be potentially hazardous as a breeding ground for insects and rodents and other undesirable animals, or which may prove hazardous to individuals using the area upon which these noxious matters exist.

NUISANCE. All substances which emit any foul, unhealthy, noxious or disagreeable smell or odor; any stable or shop which is kept in a condition so as to be offensive or annoying to the public; all green or salted hides and carcasses left or deposited in any open or public area; personal property of any kind if unlicensed, unprotected by a durable cover, or not maintained in a neat and safe manner for a period of 30 days or more. This includes, but is not limited to, automobiles, machinery, equipment, accessories, parts, structures, property accouterments such as fences, accessways.

WEEDS. Includes all weeds on the state and/or county weed lists, including, but not limited to, of the kind known as Russian Thistle, Canadian Thistle, Cocklebur, Rag Weed, Golden Rod, Burdock, Creeping Jennie and all other noxious or unhealthful vegetation, especially those whose pollen is known to cause hay fever. To allow to grow to maturity on any private property or vacant lot shall constitute a nuisance.

(Ord. 10.012, passed 4-3-2001; Ord. 91.1A, passed 5-30-2017)

§ 91.02 PROHIBITED CONDITIONS.

(A) All weeds, tall grass in excess of eight inches in height, noxious matter, open wells and nuisances are declared a violation of this chapter and no owner of any lot, place or area within the town, or the agent of the owner or the occupant of the lot, place or area, shall permit on the lot, place or area, or upon any public way abutting the same, any weeds, tall grass, noxious matter or other nuisance to grow, lie, or be located thereon.

(B) Notwithstanding the prohibitions set forth in division (A), for parcels of three acres or more in undeveloped commercial and residential properties, grass growing in excess of eight inches shall be permitted for haying purposes so long as the owner, agent of the owner, or the occupant of the parcel of land of three acres or more maintains a 20-foot wide cut of the growing grass within the perimeter of the parcel of land of eight inches or less. The eight-inch or less cut shall not be necessary for that portion of the parcel that constitutes the boundary line of the town.

(Ord. 10.012, passed 4-3-2001; Ord. passed 5-7-2019) Penalty, see § 10.99

§ 91.03 ENFORCEMENT AUTHORITY.

The Board of Trustees may appoint an authorized agent for the purpose of performing inspections, providing appropriate notifications of violations, including photographs of violations, conducting enforcement and abatement action as may be required to ascertain compliance with ordinances of the town, and obtaining legal counsel as required. Detailed reports with photographic documentation of all action taken by the appointed enforcement authority will be provided at each regular meeting of the Board of Trustees.

(Ord. 10.012, passed 4-3-2001)

§ 91.04 NOTICE TO ABATE.

(A) The Board of Trustees or the duly authorized agent is authorized and empowered to notify, in writing, or by a documented phone call, the owner of any lot, place or area within the town, or the agent of the owner, and the occupant of the premises, to cut, destroy or remove any weeds, tall grass noxious matter or nuisance found growing, lying or located on the property or upon the public way abutting same.

(B) The notice shall notify the owner, agent and/or occupant to cut, destroy, remove or otherwise remedy any such weeds, tall grass, noxious matter or other nuisance within a prescribed amount of time and shall be delivered as set for below.

(Ord. 10.012, passed 4-3-2001; Ord. passed 8-4-2020)

§ 91.05 ABATEMENT BY TOWN AUTHORITY.

Upon failure, neglect or refusal of any owner, agent or occupant to comply with the notice provided for in § 91.04, within the prescribed time after the mailing thereof, the Board of Trustees or the duly authorized agent is authorized and empowered to provide for the cutting, destroying, removal or any other remedy as may be required, of the weeds, tall grass, noxious matter or other nuisance and to defray the cost of the work, including administrative costs, by special assessment against the property as set out in § 91.06.

(Ord. 10.012, passed 4-3-2001; Ord. passed 8-4-2020)

§ 91.06 ABATEMENT BY TOWN COST ASSESSMENT.

The Board of Trustees or the duly authorized agent shall cause an account to be kept against each lot upon which work is done pursuant to § 91.05, and have same certified to the Finance Officer upon completion of the work. The Finance Officer shall thereupon certify the account, showing the amount, the description of the property and add the assessment to the general assessment against the property, and certify the special assessment, together with the regular assessment, to the County

Auditor to be collected as municipal taxes for general purposes. The assessment shall be subject to review and equalization the same as assessment for taxes for general purposes.

(Ord. 10.012, passed 4-3-2001; Ord. passed 8-4-2020)

§ 91.07 NOTIFICATION GUIDELINES.

All notices will carry an original signature by at least one member of the Town Board of Trustees.

(A) *First notice - courtesy note.*

(1) The courtesy note shall be delivered by regular mail and/or hand delivered by Town Marshal/Deputy to the last known address of the property owner, agent and/or occupant. Hand deliveries are to be signed by the occupant if present. If occupant not present, notice will be hung on doorknob with date noted as to date and time of placement by law enforcement. The courtesy note shall contain the specific violation, the expected remedy, shall reference the ordinance violated, and shall state the date of the re-inspection. Re-inspection date shall be determined by the Board of Trustees or authorized agent and shall give sufficient time for the required remedy, usually seven calendar days from the postmarked date and noted on door hanger.

(2) Weeds, tall grass, malodorous, unhealthy, and dangerous violations require only one notice. Weeds and tall grass shall be removed within seven calendar days of the postmarked or hand delivered date of the notice. Malodorous, unhealthy, or dangerous violations shall be remedied within three calendar days of the date of the notice.

(B) *Second notice - notice of violation.* The notice of violation shall be delivered via door hanger (hand delivered by law enforcement) to the last known address of the property owner, agent and/or occupant. The notice of violation shall contain the specific violation, the expected remedy, shall reference the code section or ordinance violated, shall state the date of the re-inspection, and shall state consequential action which will be abatement. State the abatement action being taken, the cost of the abatement action to be assessed against the property, and the date the action shall be taken. Re-inspection date shall be determined by the Board of Trustees or authorized agent and shall give sufficient time for the required remedy, usually two weeks from date of the notice.

(C) *Third notice - notice of abatement.* The notice of abatement shall be delivered via registered mail, return receipt requested, with a copy delivered via regular mail, to the last known address of the property owner, agent, and/or occupant, and/or hand delivered by law enforcement. The notice of abatement shall contain the specific violation, shall reference the ordinance violated, shall state the abatement action taken, the date the action was taken, and the cost of the action to be assessed against the property.

(D) *Subsequent violations.* Upon subsequent violation of this chapter within a 24-month period after notice has been given as provided above, the town shall immediately send notice of pending abatement action and require the owner to remedy the nuisance within three days of delivery by regular mail and hand delivered by Marshal to the last known address.

(Ord. 10.012, passed 4-3-2001; Ord. 10.012A, passed 12-7-2004; Ord. passed 4-17-2018; Ord. passed 4-17-2018; Ord. passed 8-4-2020)

§ 91.08 EXCEPTIONS.

The Board of Trustees shall act and perform all the duties and exercise the powers of the Board of Adjustments. The Board of Adjustments shall have the power to make special exceptions to provisions of this chapter, provided that the applicant for the special exception shall first file with the Board of Adjustment a consent, signed by not less than 75% of the owners of property within 500 feet of the lot or site of which the special exception is sought, provided further that the special exception be granted by not less than a majority vote of the full Board of Adjustments.

(Ord. 10.012, passed 4-3-2001; Ord. passed 8-4-2020)

§ 91.09 APPLICATION.

For the health, safety and welfare of the citizens of this community, all properties within the jurisdictional boundaries of the town will comply with all provisions of this chapter without regard to conditions existing at the time that it goes into effect.

(Ord. 10.012, passed 4-3-2001; Ord. passed 8-4-2020)

§ 91.10 COMPLAINTS.

(A) Should any member of the Town Board of Trustees or Town Office staff receive a written or verbal complaint, a Trustee on the Town Board shall, within two days, investigate the complaint and make immediate determination of required action and so notify both the plaintiff and owner of the determination. The complaint shall be required before any courtesy notice or abatement action shall be initiated and shall remain confidential. ~~be anonymous.~~

(B) Should the complaint be declared valid, the Town Board of Trustees, upon majority vote, may give the violating owner a courtesy notice of the violation of the first offense.

(C) All notices will carry an original signature by at least one member of the Town Board of Trustees.

(Ord. 10.012A, passed 12-7-2004; Ord. passed 8-4-2020)

§ 91.11 CONFLICTS WITH OTHER LAWS.

(A) In the interpretation and application of the provisions of this chapter, these provisions shall be held to a minimum requirements adopted for the promotion of the public health, morals, safety and the general welfare.

(B) Whenever the requirements of this chapter are at variance with the requirements of other lawfully adopted rules, regulations or ordinances, the most restrictive, or that imposing the higher standards, shall govern.

(Ord. 10.012, passed 4-3-2001)

§ 91.99 PENALTY.

Each day any violation of this chapter continues shall constitute a separate offense. In addition to the remedies provided in this chapter, any person violating any provision of this chapter shall be subject to the general penalty provision as set forth in § 10.99 of this code.

(Ord. 91.1A, passed 5-30-2017)

TOWN OF HERMOSA

AGREEMENT FOR PERFORMANCE OF SERVICES OF PUBLIC WORKS AND TOWN MAINTENANCE

This Agreement is entered into this ____ day of September, 2025 and supersedes the agreement entered into on the 23^d day of January, 2024 by and between the Town of Hermosa, South Dakota, hereinafter "Town" and Chelsie Ferguson, hereinafter "Contractor," of Hermosa, South Dakota, for the performance of the Town's maintenance duties, locating water and sewer utilities, grounds maintenance, and other such things as specifically set forth herein.

Relationship of the Parties

The parties hereby acknowledge that no other relationship exists between the Town and Contractor, other than an independent contractor relationship for all intents and purposes of this Contract. The Contractor shall in no way be deemed the agent of the Town, except as expressly provided herein. All correspondence between the Contractor and SDDANR shall be routed to the Town Engineer and copied to the Finance Officer. The town will provide the Contractor with an office on the main floor of the Town Hall at no cost to the Contractor.

The Duties and Essential Job Functions:

The Contractor must work well at all times with the Town Engineer. The contractor has the first right of refusal for items inside scope of contract prior to BOT vote. The Contractor shall follow all directives given to the contractor by the Town Engineer that have been passed by a majority vote of the Board of Trustees. The contractor will have bi-monthly meetings with the Town Engineer in advance of each town BOT meeting agenda deadline, so as to have a written report ready for Public Works.

Compensation for Contractor – General Facilities Groundskeeping, Waterworks and Snow:

The Contractor shall be paid \$1,555.20 per month, for all duties set forth below, regardless of the frequency of said duties. The said amount is to include all taxes or other fees required by any governmental agency for the performance of duties set forth herein. Payment shall be due and payable on the last business day of the month. Submittal of the previous month's records and completed work orders must be made prior to release of monthly Contract payment.

The Contractor shall undertake the following duties in regard to the various functions of this Agreement:

General Facilities Maintenance

- Responsible for keeping the two town garages, at the town office and at the pump house, clean and free of pests or weeds. The contractor should bring any building issues to the town Engineer's attention as soon as possible to have the issue inspected.
- Clear dead animals and roadkill from the town streets and sidewalks.

General Water Works

- Flush hydrants as per Town Engineer directives.
- Turn water on and off as directed by the Town Engineer (Emergency only), Finance Officer or Board of Trustees.
- No water or new services shall be installed or turned on or off (unless under emergency directives by the Town Engineer) without a work order that will be initialed or the direct written instruction of either the Finance Officer or the Board of Trustees.
- Read meters located in pits, if requested by the Finance Officer.
- Direct all complaint calls to the Town Planner or Town Engineer.
- Perform inspection of taps of new construction and repairs, as directed by the Town Engineer.
- Must do water locates (paint on the ground) when One Call requests (10 per month, then reference Exhibit A).
- Oversee the town's Valve Exercise program, as per the CMOM and directives of the Town Engineer.

Groundskeeping

- Mow water tower hill, all town property right-of-way's, pump house and lagoon (excludes railroad properties)
- Weed eat around all signs, hydrants and any areas needing attention that are town properties. Such grounds keeping set forth in this section shall be done on a regular, as needed basis, to maintain a neat appearance of all town properties and to meet town ordinances
- Parties agree that in the event the Contractor fails to mow or trim any particular area within the Town limits within 72 hours of being notified to do so by the City Finance Officer, after a majority vote of the Board, the Town reserves the right to hire another contractor to complete said task at Contractor's expense, which shall be subtracted from Contractor's payments.

Snow Removal

- The amount of snow (four inches) current wind, drifting, temperature, future weather forecasts and moisture content of the snow shall be taken into account when making the decision to plow snow. Close coordination is required with the President/Vice President prior to and during snow removal. During white out conditions and blizzards snow removal will be on hold until it can be accomplished safely. The priorities will be school routes (Whitney, 2nd h & 4th) to be completed by 6:00 am, and the town office areas which will be completed by 7:00 am. The town's responsibility by the Dollar General and Restaurant will be the next priority. This will include blading of all approaches to driveways and all secondary streets as needed and as directed by the Street Chairman. Snow removal equipment rental costs will be invoiced to the Town by the Contractor at the rates as agreed upon in attached Exhibit A.
- Contractor is responsible for damages, clean-up, and repair. Shoveling Sidewalks & Entry Ways and placing salt has no amount of snowfall trigger the Sidewalks & Entry Ways will be kept clear of ice and snow at all times. See Exhibit A for compensation.

All billing will be accomplished within 30 days of each task completion, with failure to do so resulting in the claim being not paid, unless an exception is made by a majority vote of the board of trustees.

Compensation for Contractor:

The Contractor shall be paid \$1,339.20 per month, for all duties set forth below, regardless of the frequency of said duties. The said amount is to include all taxes or other fees required by any governmental agency for the performance of duties set forth herein. Payment shall be due and payable on the last business day of the month. Submittal of the previous month's records and completed work orders must be made prior to release of monthly Contract payment.

The Contractor shall undertake the following duties in regard to the various functions of this Agreement:

General Sewer:

- Shall comply with CMOM to maintain and operate the town's Vactor/Jetter truck in good working order. Repairs needed to the Vactor truck will be brought to the Town Engineer's attention and the Contractor will assist in acquiring quotes for the repairs.
- Conduct routine sewer cleaning (step cleaning and pump station cleaning) and maintenance in accordance with the CMOM and directives of the Town Engineer. The contractor will invoice the town at the rates agreed upon in Exhibit A attached.
- Direct all distress calls and problem areas to the Town Engineer.
- Maintain accurate records of all sewer maintenance activities completed and turn into the finance officer Monthly.
- Check manholes as directed by the Town Engineer.
- Must do sewer locates (paint on the ground) when One Call requests (10 per month, then reference Exhibit A).
- Perform inspection of taps of new construction and repairs, as directed by the Town Engineer.

General Lagoon:

- Grade driveway to lagoons and keep all-season road maintained.
- Maintain fences surrounding the lagoons and coordinate with Town Engineer on security.
- Perform all weed control on the rip-rap and around the lagoons
- Keep grass cut and weed eat to keep lagoons and Wastewater Treatment plant ground kept.
- Prepare a report due the Friday before every board meeting.
- Attend the Board of Trustees meetings with report on Public Works upon request by Town Engineer.

Street Lights: The Contractor shall be paid \$225.60 per month for said duties of: Contractor shall inspect street lights once per week when dark and coordinate repair.

Manpower Rates:

Man power rates for work not included in this agreement will be \$42.00 per hour for the Contractor and the hourly rate per hour paid to the Contractors helper.

When items in EXHIBIT A or other projects requires a second person to accomplish the given task the hourly rate for the second person will be the rate paid to the Contractors helper as per Contractor's set wage. All billing will be accomplished within 30 days of task completion, payable on the last business day of the month, failure to do so could result in the claim not being approved.

Equipment Rates:

The parties agree that the equipment rates set forth in Exhibit A shall be paid to Contractor as needed.

Contractor shall submit a billing, no less than every thirty (30) days regarding equipment time used for the previous month. Such billing shall include the description of said equipment, hours of use and a brief description of the job site upon which equipment was used.

Minor Repairs to the sewer and water system under \$3,000: The Contractor can perform minor repairs to the water and sewer system under direction of the Town Engineer without prior approval of the Board of Trustees as long as the repair is under \$3,000 to include parts, equipment hourly rates, mileage and manpower rates. The Chairperson or Vice Chair of the affected system shall be notified prior to the work starting. The Contractor shall submit a bill using the Manpower Rates identified in this agreement, equipment hourly rates, and receipts for parts and mileage.

Emergency Repairs:

The Contractor shall perform emergency repairs under the direction of the Town Engineer to the water and sewer systems without getting whole board approval. The Chairperson or Vice Chair of the affected system will be notified of the emergency immediately. Contractor shall submit a bill using the Manpower Rates identified in this agreement, equipment hourly rates, and receipts for parts and mileage.

Mileage outside the one-mile radius of the Town:

The Contractor may submit to be reimbursed for mileage outside the one-mile radius of the town for traveling to purchase parts. The rate will be paid at the state rate. The Contractor may also submit for hours used in addition to mileage for travel time to get parts.

Parts and materials from the Contractors bench stock:

Parts and materials used by the Contractor to perform any repair under this agreement or tasks assigned by the Board of Trustees from the Contractors bench stocks can be billed at the replacement cost to the Contractor to include mileage and travel time if applicable.

Reading Meters:

Reading of meters located in pits monthly to fill in during vacations or emergencies. The compensation for reading of meters to fill in for vacations or emergencies will be the same hourly rate paid to the Town meter reader.

The special meter upgrade project:

The special meter upgrade project to change out the touch pads with satellite pads the Contractor will be paid the hourly rate agreed upon in this Agreement to perform the work for the contractor and his helper if applicable.

Insurance and indemnification:

Contractor agrees to carry liability insurance in the amount of Two Million Dollars (\$2,000,000.00) per occurrence and further agrees to hold the Town harmless and indemnified from any and all third-party claims arising from or related to this Contract, including but not limited to acts of negligence, willful misconduct, or any other damage to property or injury to person resulting from Contractor's performance of this Agreement.

Terms of Agreement:

This contract is for a term of twelve (12) months. Either party may terminate this Agreement, in whole or in part, by giving thirty (30) days written notice, if the other party substantially fails to fulfill its obligations under the Agreement through no fault of the terminating party. Where method of payment is "lump sum", the Final invoice will include all services and expenses associated with the Agreement at a rate of \$103.60 per calendar day, up to the effective date of termination.

Administration:

Contractor warrants and represents that he shall obey and comply with all state, local and federal rules, laws and regulations, and do no other such thing which would reflect poorly upon the township while in the performance of his duties under this Contract.

Standards:

Contractor warrants and represents that all work performed subject to this Agreement shall be completed in a professional manner and shall comply with industry standards where the same may be readily demonstrated through Industry Codes, etc.

Controlling Agreement:

If any of these General Terms and Conditions are determined to be invalid or unenforceable in whole or part by a court of competent jurisdiction, the remaining provisions hereof shall remain in full force and effect and be binding upon the parties hereto. The parties agree to reform this Agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that as closely as possible expresses the intention of the stricken provision.

Dated this day of

TOWN OF HERMOSA

BY: _____(DATE)

ITS: _____

ATTEST: _____(DATE)

FINANCE OFFICER

Exhibit A

Ferguson Construction

Equipment Hourly Rates**

Item	Rate
Backhoe	\$95.00
Backhoe, 12' blade	\$95.00
Bobcat, any attachment	\$77.00
Motor Grader Blade	\$83.00
6-yard box truck	\$53.00
Vactor Truck	\$75.00
Mowing Equipment/Bobcat Brush Hog	\$71.00
17 Yard Box Truck	\$83.00
Jumping Jack	\$35.00
Footings & Foundation (per inspection)	\$47.00
Shoveling Sidewalks & Entry Ways per time	\$35.00
Trenches	\$100.00
Locates > 10/month /locate	\$105.00

****Includes Operator Fees (1person) Manhour Rate \$42.00 + 17.00/helper**

Liquor License

Liquor / Malt Beverage Licensing:		Annual Fee	Monthly Operating Agreement Fee
(1) On-sale dealer		\$0	\$350 per month + 5%
(2) On-sale dealer - Full Service Restaurant-Purchases not over \$600		1 time fee -116.06E	\$125 per month + 5%
(3) On-sale dealer - Full Service Restaurant-Purchases not over \$1200		1 time fee -116.06E	\$250 per month + 5%
(4) On-sale dealer - Full Service Restaurant-Purchases over \$1,200		1 time fee -116.06E	\$350 per month + 5%
(5) Off-sale dealer - Sell alcoholic beverage for consumption off premises		\$250.00	\$350 per month + 5%
(6) Special(Temporary) - Special Event		N/A	\$50 per day, not to exceed 15 consecutive days
(7) Malt beverage retailer		\$300.00	\$25 per month + 5%
(8) Off-sale malt beverage dealer-Off premises		\$200.00	\$25 per month
(9) Off-sale malt beverage & SD wine package dealer		\$225.00	\$25 per month
(10) Wine retailers, being both package dealer & on-sale dealer		\$500.00	\$25 per month + 5%