

**HERMOSA TOWN BOARD**  
**TUESDAY, APRIL 2, 2024**  
**REGULAR MEETING @ 6.00pm**

- 1) **ROLL CALL:**
  - A. BOT Roll Call: Ferguson, Henrichsen, Holsworth, Kramer
  - B. Acknowledgement of other Attendees
  - C. Pledge of Allegiance to be led by Henrichsen
  
- 2) **CALL FOR CHANGES:**
  - A. Review of current agenda items
  - B. Motion to accept the agenda as presented/amended
  
- 3) **SPECIAL ITEMS:**
  - A. Meeting Protocol
  - B. Adopt a special rule of order
  - C. Vacant trustee position appointment
  
- 4) **CONSENT CALENDAR:**
  - A. Approval of the March 19, 2024, regular meeting minutes
  - B. Approval of the March 18, and 20, 2024, local board of equalization meeting minutes
  
- 5) **CONFLICT OF INTEREST DECLARATION:**
  
- 6) **PLANNING & ZONING:**
  - A. Permit 2024-09 – Informational Permit – Ferguson
  - B. Permit 2024-12 – Hen Permit Application – 340 Manning St.
  - C. Proposed addresses for Tract 8A and Tract 8Z-Formerly Tract 8 of Outlot A and Tract 9 of Outlot A
  
- 7) **CLAIMS:**
  - A. Review payroll and claims. Motion to approve as presented/amended
  
- 8) **LAW ENFORCEMENT/ ABATEMENTS/COMPLAINTS:**
  - A. Marshal's Report
  - B. Custer County Log
  - C. Abatements  
Properties, Dumpster
  
- 9) **LEGAL:**
  
- 10) **ENGINEER:**
  - A. Approval for KLJ Engineering to develop task orders; Deadline TBD
    1. Lagoon bidding and construction management
    2. Engineering staff reports/office support
    3. Highway 79 sewer repair bidding and construction management
  - B. Comprehensive Plan proposal review
  - C. Approval for Claycomb Engineering to perform floodplain permit requirements for the water/sewer expansion project
  - D. WRT updated proposal for the treatment system
  
- 11) **PUBLIC WORKS:**
  - A. Committee Report
  - B. Streets, Street Light Repairs, Water & Sewer Department Updates  
Trustee report on town lighting needs
  - C. Bolted Tank Interior Floor Reseal
  - D. Open Work Orders (Attached)
  - E. PACE Contract  
Discuss territory
  
- 12) **FINANCE OFFICE:**
  - A. Monthly financials
  - B. Work Session agendas
  - C. Department updates
    1. Approval to remove Gail Boddicker from bank signature card and town credit card

- D. Grant research
- E. Tracking Items (Attached)

13) **OLD BUSINESS:**

- A. Hermosa Connects
- B. Reprimand Trustee Holsworth for being disrespectful and calling a board member a name

14) **NEW BUSINESS:**

- A. Vendor Permit Fees – Hermosa Community Center – Fireworks (Remove from agenda)
- B. Gravel on Tower Road
- C. West River Coalition, Cat care group (Remove from agenda)
- D. Volunteer of the Year

- 15) **ITEMS FROM CITIZENS:** No action will be taken by the board on any issue related without being first placed on a future agenda, by the board, to allow for proper notice. (Reserved time for public comment is 15 minutes). Meetings of the Board of Trustees are open to the public. The audience will be allowed to comment on specific agenda items during the time allotted on the agenda for those items, according to established procedures of the Board. This is a time for members of the public (citizens, business owners, and those living within one mile of the town limits) to express concerns or discuss issues having relevance to the town. Anyone wishing to address the Town Board during this time shall be asked to stand and identify themselves after being recognized by the Board President.

16) **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

- 17) **ADJOURN:** Motion by \_\_\_\_\_; Second by \_\_\_\_\_ to adjourn the meeting at \_\_\_\_\_ PM.

3C

# Request to join the Board of Trustees

MAR 13 2024  
10:45 am

3/13/2024

254 Donna St  
Hermosa, SD 57744

Dear Board of Trustees:

This is my request to be appointed to the vacant seat on the Board of Trustees of Hermosa. I am uniquely qualified to accept this appointment.

My family and I moved to Hermosa at the end of May 2021, and moved into our house in the Ferguson development in October 2021. My wife, Tara, works as the Head Custodian at Hermosa School. Until December of 2023 I was travelling and working as a Field Service Engineer in paper mills, maintaining their Quality Control Systems; and I now build proposals for the equipment I used to service directly. I earned a Bachelor of Science in Mechanical Engineering with a Minor in Materials Science from Washington State University and an Associates of Applied Science in Electronics Technology. Understanding and communicating advanced technical concepts is an important part of my skill set.

The reason I would like to be appointed is: I am interested in learning more about Hermosa's infrastructure and how a town operates; and I would like to volunteer my time to help solve any issues that may be present. Right now, there are no specific reasons to believe that the town infrastructure has any glaring deficiencies. However, my time spent working on and around paper machines has allowed me to develop the skills to identify small problems that may lead to large problems in the future. Even small changes to a paper machine's process can result in swings in a mill's revenue over time. I understand systems and processes and how the constituent parts of systems affect the processes that they enable and direct.

In Washington, I was elected to head a political organization and under my leadership that organization made large strides and ended up being very successful in its mission. That group had some internal conflict, but since I came

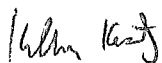
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from outside the organization, I did not have any bias or pre-conceived ideas about how it should run. This provide me with a unique perspective and allowed me to weigh ideas on their own merit. We can discuss this further if you like and references can be provided if desired.

If appointed, I would take this role seriously, and would like to help provide unbiased analysis of any technical, social, or legislative issues that may arise. I would successfully serve on any committee and do whatever was required to help the town board successfully manage Hermosa.

Thank you for your consideration.

Sincerely,



Kelburn Koontz

4A

**HERMOSA TOWN BOARD  
TUESDAY, MARCH 19, 2024  
REGULAR MEETING @ 6:00pm**

ROLL CALL: Henrichsen called the meeting to order on Tuesday, March 19, 2024, at 6:00 pm with the following members present: Ferguson, Henrichsen, Holsworth and Kramer. Attorney Johnson and interested citizens also present. Pledge of Allegiance led by Henrichsen.

CALL FOR CHANGES: Motion made and seconded to approve agenda as amended: vote: all ayes, motion carried.  
Under Engineer: A1a: Approval to sign FEMA letters.

SPECIAL ITEMS: meeting protocol presented. Terri Cornelison took the Oath of Office as the new Finance Officer. Kelburn Koontz, Hermosa citizen interested in being appointed for the trustee open seat, introduced himself to the board and community members. Appointment for the open seat will be made at the next meeting.

CONSENT CALENDAR: Motion made and seconded to approve March 5, 2024, minutes as amended (to, revise, "Motion made and seconded to remove, "Legal action, 120 2<sup>nd</sup> St." from the agenda; vote: three ayes, one **abstain**, motion carried." Vote on amended minutes: all ayes, 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.

PLANNING AND ZONING: Motion made and seconded to table Permit 2024-09 – Informational Permit – Ferguson, until April 2, 2024, meeting. Discussion. Vote: one nay, two ayes, one abstained. Vote requires three for majority, failed. Permit 2024-10 – Informational Permit – Custer County Fairgrounds; discussion. Fairgrounds recommended to place locator wires on the water lines. No action as this is an Informational Permit. Motion made and seconded to approve Permit 2024-03 Permit 2024-03 – Plat Application – Parcel – 009258 – Replat from 1 lot to 5 lots; discussion. Vote: one nay, three ayes, motion carried. Motion made and seconded to remove, Permit 2024-10 – Informational Permit, Permit 2024-03 and discussion on rezoning question from the agenda; vote: all ayes, motion carried.

CLAIMS: Motion made and seconded to approve Payroll and Claims as presented; vote: all ayes, motion carried.  
CITY OF HOT SPRINGS, Wastewater Service, \$1,194.60; CONNIE LEIMER, Trap/Neuter/Release reimbursement, \$153.21; CORNELISON, TERRI, Background Check Reimbursement, \$74.60; EFTPS-Electronic Federal Tax, FED/FICA TAX, \$901.59; CHUCK FERGUSON, Bobcat:5th & Manning, \$299.00; GOLDEN WEST TECHNOLOGIES, Monthly service March 2024, \$576.00; Metering & Tech Solutions, Meters & meter supplies, \$1,384.62; MT RUSHMORE TELEPHONE, PHONE/INTERNET, \$256.47; PIONEER BANK & TRUST, Office supplies, tax forms, \$416.26; PIONEER BANK & TRUST, Bank chg for 2 signature acct, \$25.00; RURAL DEVELOPMENT, RD1 loan-March interest, \$1,278.00, RD2 loan-March interest, \$417.00, RD3 loan-March interest, \$222.00; SANDERS SANITATION, MONTHLY SANITATION SERV, \$3,957.72; SD DEPT OF REVENUE, Sales tax Jan/Feb 2024, \$553.34; Southern Hills Publishing, Publishing/Legal notices 02/2, \$91.86; USA BLUE BOOK, Lagoon, \$113.00; Western Dakota Reg Water Sys, Class 1 Member Annual Dues, \$1,500.00; YESCO Rapid City, LED fixtures, \$952.01. **Accounts Payable Total: \$14,366.28. Total Payroll Paid: \$3,170.34. REPORT TOTAL: \$17,536.62.**  
GENERAL: \$10,510.67. BBB GROSS RECIPITS TAX: \$80.30. WATER: \$5,077.63. SEWER: \$1,868.02. **TOTAL FUNDS: \$17,536.62.**

LAW ENFORCEMENT/ABATEMENTS/COMPLAINTS: A Work Session will be scheduled to discuss the Refuse Ordinance.

LEGAL: Engineer expense reimbursement, ACES Engineering: file complaint with SDBTP on lagoon and WRT projects and Approval to send letter to ACES regarding current Statement – moved to executive session.

ENGINEER: Approval for KLJ Engineering to develop task orders; pending. Lagoon bidding and construction management, motion made and seconded to approve Henrichsen to sign letters notifying citizens of increases in 1% chance water surface elevations and/or future flood hazard revisions along the Ferguson Split of Battle Creek; vote: all ayes, motion carried. Engineering staff reports/office support, ongoing as needed. Highway 79 sewer repair bidding and construction management, pending. Comprehensive Plan proposal review, pending with KLJ. Approval for Claycomb Engineering to perform floodplain permit requirements for the water/sewer expansion project, pending.

PUBLIC WORKS: Ferguson provided updates on streets, water, and sewer departments. Bolted Tank Interior Floor Reseal, pending. Open Work Orders (Attached), ongoing. Motion made and seconded to approve assessing Ferguson Subdivision citizens for Lift Station expenses due to repairs made because of foreign objects being placed in the sewer, with discussion. Vote: all ayes, motion carried. 2<sup>nd</sup> Street Bridge Guard Rail: Thank you to Lon Waltman for repairing the guard rail. Invoice will be sent to the citizen who damaged the rail. Motion made and seconded to remove, "Approval to assess Ferguson Subdivision and 2<sup>nd</sup> Street Bridge Guard Rail" from the agenda; vote: all ayes, motion carried. PACE Contract, pending.

FINANCE OFFICE: Monthly financials presented. 2024 Legislature bills discussed. There are funds appropriated for water and wastewater projects – board/finance officer to investigate applying for funding. Motion made and seconded to add Terri Cornelison to Pioneer Bank & Trust signature card; vote: all ayes, motion carried. Motion made and seconded to remove this item from the agenda; vote: all ayes, motion carried.

OLD BUSINESS: Hermosa Connects, Vendor Fair Permits: motion made and seconded to remove this item from the agenda; vote all ayes, motion carried. Motion made to remove, “Reprimand Trustee Holsworth for being disrespectful and calling a board member a name” no second, motion failed.

NEW BUSINESS: Vendor Permit Fees – Hermosa Community Center – Fireworks; discussion on removing the 5% gross sales fee. Motion made to remove the 5% gross sales fee from the permit for this particular incident; no second, motion failed. Motion made and seconded to eliminate the 5% gross sales fee, the board will go into the next Work Session to change the fee schedule so that it reflects it straight across the board; discussion. Vote: one nay, three ayes, motion carried. The Finance Officer will request Hermosa Connects to distribute Vendor Permits to vendors, with no fees. The purpose is to ensure vendors are insured and will be paying sales tax on their sales. Gravel on Tower Road: pending. Will be meeting with landowner to discuss project specs. West River Coalition, Cat care group: Leimer reported conclusion of the project. Motion made and seconded to remove, “Reduction in number of newsletter copies” from the agenda; vote: one nay, three ayes, motion carried. Harris reported a donation was made to the newsletter to help defray expenses. Volunteer of the Year: Connie Leimer for the West River Coalition Cat Care Group and Nancy Schultes for beautifying the town by potting flowers and placing planters in different areas in town. The presentation will be made at a future meeting.

ITEMS FROM CITIZENS: Thanks to the board for the approval of the removal of the 5% vendor gross sales fee. The fairgrounds will also be putting up fence and removing power poles. Citizen requested board to consider going forward to put the Cells B and C into Surcharge; no action. Accolades to the Hermosa Community Center for their activities for children.

EXECUTIVE SESSION:

Motion made and seconded to enter Executive Session allowable by SDCL 1-25-2.1 – Legal at 7:46 pm; vote: all ayes, motion carried. Motion made and seconded to exit executive session at 8:24 pm; vote: all ayes, motion carried. Motion made and seconded to authorize Attorney Johnson to sign off on the SBHW Consent Judgment in order to settle the matter and bring it to final conclusion; vote: one nay, three ayes, motion carried. Motion made and seconded to remove the following items from the agenda: “SBHWS – Consent judgement; Engineer expense reimbursement; ACES Engineering, file complaint with SDBTP on lagoon and WRT projects; and, Approval to send letter to ACES regarding current Statement.” Vote: all ayes, motion carried. Motion made and seconded to adjourn meeting at 8:26 pm, vote: all ayes, motion carried.

ATTEST:



Gail Boddicker  
Finance Officer

\_\_\_\_\_  
Vicki Henrichsen  
Town Board President

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HERMOSA BOARD OF EQUALIZATION  
Monday, March 18, 2024 @ 6:00pm



4B

ROLL CALL: Henrichsen called the meeting to order at 6:05 pm with the following members present: Ferguson, Henrichsen, Holsworth, and Kramer. Also in attendance were Larry Baker, School Board Member, Leah Vissia, Custer County Equalization Director, Ron Remly, Deputy Director Custer County Equalization and interested citizens.

CALL FOR CHANGES: Motion made and seconded to approve agenda as presented. Board of Equalization Member Oath taken by all.

OBJECTION TO REAL PROPERTY ASSESSMENT:

**Harris, Randy & Joan – Parcel #009229**

Lot 16 Block 11 MH as RE – 1972 Skyline Buddy 12x56

Current Valuation:	Land: \$16,800	Structure: \$30,873	Total: \$47,673
Owner Request:	Land: \$16,800	Structure: \$23,910	Total: \$40,710
Final:	Land: \$16,800	Structure: \$23,910	Total: \$40,710

Motion made and seconded to approve as recommended by county STIP; unanimous.

**Harris, Shanna R – Parcel #9226**

Lots 10-11-12 Block 11 Hermosa Town

Current Valuation:	Land: \$15,000	Structure: \$101,411	Total: \$116,411
Owner Request:	Land: \$15,500	Structure: \$98,000	Total: \$113,500
Final:	Land: \$15,000	Structure: \$101,411	Total: \$116,411

Motion made and seconded to approve as recommended by county; two nays, three ayes; motion carried.

**Cole, Chasen & Jade – Parcel #009301**

TR Hamilton of Lot B of Outlet C Sec 32 T2 R8 Hermosa Town

Current Valuation:	Land: \$56,600	Structure: N/A	Total: \$56,600
Owner Request:	Land: \$30,000	Structure: N/A	Total: \$30,000
Final:	Land: \$30,000	Structure: N/A	Total: \$30,000

Motion made and seconded to approve decreasing valuation to \$30,000 as per Owner Request; one nay, four ayes; motion carried.

**Cole, Chasen & Jade – Parcel #009314**

Outlot H Lot 11 Sec 32 T2 R8 Hermosa Town

Current Valuation:	Land: \$18,000	Structure: N/A	Total: \$18,000
Owner Request:	Land: \$10,000	Structure: N/A	Total: \$10,000
Final:	Land: \$14,000	Structure: N/A	Total: \$14,000

Motion made and seconded to approve decreasing valuation to \$14,000; one nay, three ayes, one abstained; motion carried.

**Cole, Chasen & Jade – Parcel - #009315**

Outlot H Lot 12 Sec 32 T2 R8 Hermosa Town

Current Valuation:	Land: \$18,000	Structure: N/A	Total: \$18,000
Owner Request:	Land: \$10,000	Structure: N/A	Total: \$10,000
Final:	Land: \$14,000	Structure: N/A	Total: \$14,000

Motion made and seconded to approve valuation as \$14,000; one nay, three ayes, one abstained; motion carried.

**Shorb, Clifford & Mary – Parcel #015689**

Utility Lot 1 in NE4 Sec 30 T2 R8 Hermosa Town

Current Valuation:	Land: \$17,422	Structure: N/A	Total: \$17,422
Owner Request:	Land: \$500	Structure: N/A	Total: \$500
Final:	Land: \$1,500	Structure: N/A	Total: \$1,500

Motion made and seconded to approve decreasing valuation to \$810; one nay, four ayes; motion carried.

Motion made and seconded to rescind above motion; all ayes, motion carried.

Motion made and seconded to approve decreasing valuation to \$1,500; all ayes; motion carried.

**Heartland Storage LLC – Parcel #015688**

Heartland Storage Sub – Utility Lot 1 Sec 30 T2 R8 Hermosa Town

Current Valuation:	Land: \$4,265	Structure: N/A	Total: \$4,265
Owner Request:	Land: \$500	Structure: N/A	Total: \$500
Final:	Land: \$600	Structure: N/A	Total: \$600

Motion made and seconded to approve decreasing valuation to \$600; unanimous.

**Heartland Storage LLC – Parcel #004136**

Heartland Storage Sub – Lot 1R of SE4NE4 (less utility lot 1) Sec 30 T2 R8 Hermosa Town

Moved to County Boards

**Shorb, Wade & Bridget – Parcel #009285**

Lot 6 of TR C of Warren TR Sec 29 T2 R8 Hermosa Town

Current Valuation:	Land: \$28,090	Structure: N/A	Total: \$28,090
Owner Request:	Land: \$17,106	Structure: N/A	Total: \$17,106
Final:	Land: \$24,438	Structure: N/A	Total: \$24,438

Motion made to approve valuation to \$17,921, no second; motion failed.

Motion made and seconded to approve valuation to \$24,438, two nays, three ayes; motion carried.

**Shorb, Wade & Bridget – Parcel #009286**

Lot 7 of TR C of Warren TR Sec 29 T2 R8 Hermosa Town

Current Valuation:	Land: \$20,474	Structure: \$220,403	Total: \$240,877
Owner Request:	Land: \$12,469	Structure: \$209,809	Total: \$222,278
Current Valuation:	Land: \$20,474	Structure: \$220,403	Total: \$240,877

Motion made and seconded to approve as recommended by county; unanimous.

**Shorb, Wade & Bridget – Parcel #009287**

Lot 8 of TR C of Warren TR Sec 29 T2 R8 MH as RE – 1981 Chief Industries Hermosa Town

Current Valuation:	Land: \$18,208	Structure: \$42,054	Total: \$60,262
Owner Request:	Land: \$12,469	Structure: \$31,474	Total: \$43,943
Current Valuation:	Land: \$18,208	Structure: \$42,054	Total: \$60,262

Motion made and seconded to approve as recommended by county; unanimous.

**Shorb, Wade & Bridget – Parcel #009288**

Lot 9 of TR C of Warren TR Sec 29 T2 R8 Hermosa Town

Current Valuation:	Land: \$16,814	Structure: \$170,779	Total: \$187,593
Owner Request:	Land: \$10,239	Structure: \$170,000	Total: \$180,239
Current Valuation:	Land: \$16,814	Structure: \$170,779	Total: \$187,593

Motion made and seconded to approve as recommended by county; unanimous.

**Shorb, Wade & Bridget – Parcel #009289**

Lot 10 of TR C of Warren TR Sec 29 T2 R8 Hermosa Town

Current Valuation:	Land: \$16,814	Structure: N/A	Total: \$16,814
Owner Request:	Land: \$10,239	Structure: N/A	Total: \$10,239
Current Valuation:	Land: \$16,814	Structure: N/A	Total: \$16,814

Motion made and seconded to approve as recommended by county; unanimous.

**Shorb, Wade & Bridget – Parcel #9290**

Lot 11 of TR C of Warren TR Sec 29 T2 R8 Hermosa Town

Current Valuation:	Land: \$16,814	Structure: N/A	Total: \$16,814
Owner Request:	Land: \$10,239	Structure: N/A	Total: \$10,239
Final:	Land: \$16,814	Structure: N/A	Total: \$16,814

Motion made and seconded to approve as recommended by county; unanimous.

**Shorb, Wade & Bridget – Parcel #015346**

Lot 1R of TR C of Warren TR in SW4SW4 Sec 29 T2 R8 Hermosa Town

Current Valuation:	Land: \$16,814	Structure: \$335,012	Total: \$351,826
Owner Request:	Land: \$9,850	Structure: \$289,710	Total: \$299,560
Final:	Land: \$16,814	Structure: \$318,802	Total: \$335,076

Motion made and seconded to approve as recommended by county; unanimous.

**Shorb, Wade & Bridget – Parcel #015347**

Lot 2R of TR C of Warren TR in SW4SW4 Sec 29 T2 R8 Hermosa Town

Current Valuation:	Land: \$16,127	Structure: N/A	Total: \$16,127
Owner Request:	Land: \$9,850	Structure: N/A	Total: \$9,850
Final:	Land: \$15,000	Structure: N/A	Total: \$15,000

Motion made and seconded to approve valuation as \$15,000; unanimous.

**Shorb, Wade & Bridget – Parcel #015348**

Lot 3E of TR C of Warren TR in SW4SW4 Sec 29 T2 R8 Hermosa Town

Current Valuation:	Land: \$15,210	Structure: \$262,818	Total: \$278,028
Owner Request:	Land: \$9,850	Structure: \$250,000	Total: \$259,850
Final:	Land: \$15,210	Structure: \$250,101	Total: \$265,311

Motion made and seconded to approve as recommended by county; unanimous.

Motion made and seconded to change to Grade 3-10; unanimous.

**Shorb, Wade & Bridget – Parcel #015349**

Lot 3W of TR C of Warren TR in SW4SW4 Sec 29 T2 R8 Hermosa Town

Current Valuation:	Land: \$15,198	Structure: \$318,502	Total: \$333,700
Owner Request:	Land: \$9,850	Structure: \$275,570	Total: \$285,420
Final:	Land: \$15,198	Structure: \$318,502	Total: \$333,700

Motion made and seconded to approve as recommended by county; one nay, four ayes, motion carried.

**Shorb, Wade & Bridget – Parcel #015350**

Lot 4E of TR C of Warren TR in SW4SW4 Sec 29 T2 R8 Hermosa Town

Current Valuation:	Land: \$15,164	Structure: \$73,061	Total: \$88,225
Owner Request:	Land: \$9,850	Structure: \$73,061	Total: \$82,911
Final:	Land: \$11,939	Structure: \$73,061	Total: \$85,000

Motion made and seconded to approve valuation as \$85,000; unanimous.

**Shorb, Wade & Bridget – Parcel #015351**

Lot 4W of TR C of Warren TR in SW4SW4 Sec 29 T2 R8 Hermosa Town

Current Valuation:	Land: \$15,235	Structure: \$282,475	Total: \$297,710
Owner Request:	Land: \$9,850	Structure: \$241,365	Total: \$250,315
Final:	Land: \$15,235	Structure: \$282,475	Total: \$297,710

Motion made and seconded to approve as recommended by county; unanimous.

Motion made and seconded to adjourn Equalization Board at 9:00 pm and reconvene on Wednesday, March 20, 2024, 6:00 p.m., motion carried.

\_\_\_\_\_  
Vicki Henrichsen, Town Board President

ATTEST:

\_\_\_\_\_  
Gail Boddicker, Finance Officer

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HERMOSA BOARD OF EQUALIZATION  
Wednesday, March 20, 2024 @ 6:00pm



ROLL CALL: Henrichsen called the meeting to order at 6:05 pm with the following members present: Henrichsen, Holsworth, Ferguson, Kramer. Also in attendance were Larry Baker, School Board Member, Leah Vissia, Custer County Equalization Director, Ron Remley, Deputy Director Custer County Equalization and interested citizens.

CALL FOR CHANGES: Motion made and seconded to approve agenda as presented.

OBJECTION TO REAL PROPERTY ASSESSMENT:

**Parcel #012055** – Perrigo TR – Lot 2 ER (Formerly Lot 2) in SE4SW4 & SW4SE4 Sec 29 T2 R8 Hermosa Town  
Owner: D & D Property LLC

Current Valuation:	Land: \$43,848	Structure: N/A	Total: \$43,848
Final:	Land: \$43,848	Structure: N/A	Total: \$43,848

Motion made and seconded to approve as recommended by county; Vote: four ayes, one abstained, motion carried.

**Parcel #009337** – Outlot LR (Formerly Lot 2) Hermosa Town

Owner: Holsworth, Danny & Debora

Current Valuation:	Land: \$67,866	Structure: \$25,118	Total: \$92,984
Final:	Land: \$54,156	Structure: \$25,118	Total: \$79,274

Motion made and seconded to lower land value to \$47,856 (\$1.16 per sq ft, bld value same); Vote: four ayes, one abstained, motion carried.

**Parcel #009263** – Starbuck Sub – Lot 1R of SW4SW4 Sec 29 T2 R8 Hermosa Town

Owner: Holsworth, Danny & Debora

Current Valuation:	Land: \$66,472	Structure: N/A	Total: \$66,472
Final:	Land: \$37,452	Structure: N/A	Total: \$37,452

Motion made and seconded to lower land value to \$37,452 (\$1.16 per sq ft); Vote: four ayes, one abstained, motion carried.

**Parcel #009243** – Starbuck Sub – Tract B of Block 12 Hermosa Town

Owner: Holsworth, Danny & Debora

Current Valuation:	Land: \$62,726	Structure: \$41,292	Total: \$104,018
Final:	Land: \$62,726	Structure: \$41,292	Total: \$104,018

Motion made and seconded to approve as recommended by county; Vote: four ayes, one abstained, motion carried.

**Parcel #009245** – Lot 15R Block 12 Hermosa Town

Owner: Holsworth, Danny & Debora

Current Valuation:	Land: \$23,958	Structure: N/A	Total: \$23,958
Final:	Land: \$23,958	Structure: N/A	Total: \$23,958

Motion made and seconded to approve as recommended by county; Vote: four ayes, one abstained, motion carried.

**Parcel #015690** – Heartland Raceway Sub – Utility Lot 1 Sec 30 T2 R8 Hermosa Town

Owner: D & D Properties LLC

Current Valuation:	Land: \$15,744	Structure: N/A	Total: \$15,744
Final:	Land: \$3,012	Structure: N/A	Total: \$3,012

Motion made and seconded to lower land value to \$3,012 (\$3,000 per acre); Vote: four ayes, one abstained, motion carried.

**Parcel #012446** – Carriage Hills Sub – Lot 1 in S2SW4 Sec 29 T2 R8 Hermosa Town

Owner: G & D Investments LLC

Current Valuation:	Land: \$12,407	Structure: N/A	Total: \$12,407
Final:	Land: \$ 6,995	Structure: N/A	Total: \$ 6,995

Motion made and seconded to lower land value to \$6,995 as recommended by county; Vote: four ayes, one abstained, motion carried.

**Parcel #012447** – Carriage Hills Sub – Lot 2 in S2SW4 Sec 29 T2 R8 Hermosa Town

Owner: G & D Investments LLC

Current Valuation:	Land: \$12,407	Structure: N/A	Total: \$12,407
Final:	Land: \$ 6,995	Structure: N/A	Total: \$ 6,995

Motion made and seconded to lower land value to \$6,995 as recommended by county; Vote: four ayes, one abstained, motion carried.

**Parcel #012448** – Carriage Hills Sub – Lot 3 in S2SW4 Sec 29 T2 R8 Hermosa Town

Owner: G & D Investments LLC

Current Valuation: Land: \$12,939 Structure: N/A Total: \$12,939

Final: Land: \$ 7,295 Structure: N/A Total: \$ 7,295

Motion made and seconded to lower land value to \$7,295 as recommended by county; Vote: four ayes, one abstained, motion carried.

**Parcel #012449** – Carriage Hills Sub – Lot 4 in S2SW4 Sec 29 T2 R8 Hermosa Town

Owner: G & D Investments LLC

Current Valuation: Land: \$14,823 Structure: N/A Total: \$14,823

Final: Land: \$ 8,357 Structure: N/A Total: \$ 8,357

Motion made and seconded to lower land value to \$8,357 as recommended by county; Vote: four ayes, one abstained, motion carried.

**Parcel #012450** – Carriage Hills Sub – Lot 5 in S2SW4 Sec 29 T2 R8 Hermosa Town

Owner: G & D Investments LLC

Current Valuation: Land: \$23,462 Structure: N/A Total: \$23,462

Final: Land: \$13,229 Structure: N/A Total: \$13,229

Motion made and seconded to lower land value to \$13,229 as recommended by county; Vote: four ayes, one abstained, motion carried.

**Parcel #012451** – Carriage Hills Sub – Lot 6 in S2SW4 Sec 29 T2 R8 Hermosa Town

Owner: G & D Investments LLC

Current Valuation: Land: \$26,984 Structure: N/A Total: \$26,984

Final: Land: \$15,214 Structure: N/A Total: \$15,214

Motion made and seconded to lower land value to \$15,214 as recommended by county; Vote: four ayes, one abstained, motion carried.

**Parcel #012452** – Carriage Hills Sub – Lot 7 in S2SW4 Sec 29 T2 R8 Hermosa Town

Owner: G & D Investments LLC

Current Valuation: Land: \$29,522 Structure: N/A Total: \$29,522

Final: Land: \$16,646 Structure: N/A Total: \$16,646

Motion made and seconded to lower land value to \$16,646 as recommended by county; Vote: four ayes, one abstained, motion carried.

**Parcel #012453** – Carriage Hills Sub – Lot 8 in S2SW4 Sec 29 T2 R8 Hermosa Town

Owner: G & D Investments LLC

Current Valuation: Land: \$21,988 Structure: N/A Total: \$21,988

Final: Land: \$12,398 Structure: N/A Total: \$12,398

Motion made and seconded to lower land value to \$12,398 as recommended by county; Vote: four ayes, one abstained, motion carried.

**Parcel #012454** – Carriage Hills Sub – Lot 9 in S2SW4 Sec 29 T2 R8 Hermosa Town

Owner: G & D Investments LLC

Current Valuation: Land: \$18,713 Structure: N/A Total: \$18,713

Final: Land: \$10,551 Structure: N/A Total: \$ 10,551

Motion made and seconded to lower land value to \$10,551 as recommended by county; Vote: four ayes, one abstained, motion carried.

**Parcel #012455** – Carriage Hills Sub – Lot 10 in S2SW4 Sec 29 T2 R8 Hermosa Town

Owner: G & D Investments LLC

Current Valuation: Land: \$14,249 Structure: N/A Total: \$14,249

Final: Land: \$ 8,034 Structure: N/A Total: \$ 8,034

Motion made and seconded to lower land value to \$8,034 as recommended by county; Vote: four ayes, one abstained, motion carried.

**Parcel #012456** – Carriage Hills Sub – Lot 11 in S2SW4 Sec 29 T2 R8 Hermosa Town

Owner: G & D Investments LLC

Current Valuation: Land: \$20,801 Structure: N/A Total: \$20,801

Final: Land: \$11,728 Structure: N/A Total: \$11,728

Motion made and seconded to lower land value to \$11,728 as recommended by county; Vote: four ayes, one abstained, motion carried.

**Parcel #012457** – Carriage Hills Sub – Lot 12 in S2SW4 Sec 29 T2 R8 Hermosa Town

Owner: G & D Investments LLC

Current Valuation: Land: \$21,006 Structure: N/A Total: \$21,006

Final: Land: \$11,844 Structure: N/A Total: \$11,844

Motion made and seconded to lower land value to \$11,844 as recommended by county; Vote: four ayes, one abstained, motion carried.

**Parcel #012458** – Carriage Hills Sub – Lot 13 in S2SW4 Sec 29 T2 R8 Hermosa Town

Owner: G & D Investments LLC

Current Valuation: Land: \$15,437 Structure: N/A Total: \$15,437

Final: Land: \$ 8,704 Structure: N/A Total: \$ 8,704

Motion made and seconded to lower land value to \$8,704 as recommended by county; Vote: four ayes, one abstained, motion carried.

**Parcel #012459** – Carriage Hills Sub – Lot 14 in S2SW4 Sec 29 T2 R8 Hermosa Town

Owner: G & D Investments LLC

Current Valuation: Land: \$14,945 Structure: N/A Total: \$14,945

Final: Land: \$ 8,427 Structure: N/A Total: \$ 8,427

Motion made and seconded to lower land value to \$8,427 as recommended by county; Vote: four ayes, one abstained, motion carried.

**Parcel #012460** – Carriage Hills Sub – Lot 15 in S2SW4 Sec 29 T2 R8 Hermosa Town

Owner: G & D Investments LLC

Current Valuation: Land: \$14,945 Structure: N/A Total: \$14,945

Final: Land: \$ 8,427 Structure: N/A Total: \$ 8,427

Motion made and seconded to lower land value to \$8,427 as recommended by county; Vote: four ayes, one abstained, motion carried.

**Parcel #012461** – Carriage Hills Sub – Lot 16 in S2SW4 Sec 29 T2 R8 Hermosa Town

Owner: G & D Investments LLC

Current Valuation: Land: \$13,308 Structure: N/A Total: \$13,308

Final: Land: \$ 7,503 Structure: N/A Total: \$ 7,503

Motion made and seconded to lower land value to \$7,503 as recommended by county; Vote: four ayes, one abstained, motion carried.

**Parcel #012462** – Carriage Hills Sub – Lot 17 in S2SW4 Sec 29 T2 R8 Hermosa Town

Owner: G & D Investments LLC

Current Valuation: Land: \$13,717 Structure: N/A Total: \$13,717

Final: Land: \$ 7,734 Structure: N/A Total: \$ 7,734

Motion made and seconded to lower land value to \$7,734 as recommended by county; Vote: four ayes, one abstained, motion carried.

**Parcel #012463** – Carriage Hills Sub – Lot 18 in S2SW4 Sec 29 T2 R8 Hermosa Town

Owner: G & D Investments LLC

Current Valuation: Land: \$17,157 Structure: N/A Total: \$17,157

Final: Land: \$ 9,673 Structure: N/A Total: \$ 9,673

Motion made and seconded to lower land value to \$9,673 as recommended by county; Vote: four ayes, one abstained, motion carried.

**Parcel #012464** – Carriage Hills Sub – Lot 19 in S2SW4 Sec 29 T2 R8 Hermosa Town

Owner: G & D Investments LLC

Current Valuation: Land: \$20,432 Structure: N/A Total: \$20,432

Final: Land: \$11,520 Structure: N/A Total: \$11,520

Motion made and seconded to lower land value to \$11,520 as recommended by county; Vote: four ayes, one abstained, motion carried.

**Parcel #012465** – Carriage Hills Sub – Lot 20 in S2SW4 Sec 29 T2 R8 Hermosa Town

Owner: G & D Investments LLC

Current Valuation: Land: \$20,923 Structure: N/A Total: \$20,923

Final: Land: \$11,797 Structure: N/A Total: \$11,797

Motion made and seconded to lower land value to \$11,797 as recommended by county; Vote: four ayes, one abstained, motion carried.

**Parcel #012466** – Carriage Hills Sub – Lot 21 in S2SW4 Sec 29 T2 R8 Hermosa Town

Owner: G & D Investments LLC

Current Valuation: Land: \$19,982 Structure: N/A Total: \$19,982

Final: Land: \$11,266 Structure: N/A Total: \$11,266

Motion made and seconded to lower land value to \$11,266 as recommended by county; Vote: four ayes, one abstained, motion carried.

**Parcel #012467** – Carriage Hills Sub – Lot 22 in S2SW4 Sec 29 T2 R8 Hermosa Town

Owner: G & D Investments LLC

Current Valuation: Land: \$19,531 Structure: N/A Total: \$19,531

Final: Land: \$11,012 Structure: N/A Total: \$11,012

Motion made and seconded to lower land value to \$11,012 as recommended by county; Vote: four ayes, one abstained, motion carried.

**Parcel #012468** – Carriage Hills Sub – Lot 23 in S2SW4 Sec 29 T2 R8 Hermosa Town

Owner: G & D Investments LLC

Current Valuation: Land: \$17,320 Structure: N/A Total: \$17,320

Final: Land: \$ 9,766 Structure: N/A Total: \$ 9,766

Motion made and seconded to lower land value to \$9,766 as recommended by county; Vote: four ayes, one abstained, motion carried.

**Parcel #012469** – Carriage Hills Sub – Lot 24 in S2SW4 Sec 29 T2 R8 Hermosa Town

Owner: G & D Investments LLC

Current Valuation: Land: \$16,297 Structure: N/A Total: \$16,297

Final: Land: \$ 9,189 Structure: N/A Total: \$ 9,189

Motion made and seconded to lower land value to \$9,189 as recommended by county; Vote: four ayes, one abstained, motion carried.

**Parcel #012470** – Carriage Hills Sub – Lot 25 in S2SW4 Sec 29 T2 R8 Hermosa Town

Owner: G & D Investments LLC

Current Valuation: Land: \$14,290 Structure: N/A Total: \$14,290

Final: Land: \$ 8,057 Structure: N/A Total: \$ 8,057

Motion made and seconded to lower land value to \$8,057 as recommended by county; Vote: four ayes, one abstained, motion carried.

**Parcel #012471** – Carriage Hills Sub – Lot 26 in S2SW4 Sec 29 T2 R8 Hermosa Town

Owner: G & D Investments LLC

Current Valuation: Land: \$16,215 Structure: N/A Total: \$16,215

Final: Land: \$ 9,142 Structure: N/A Total: \$ 9,142

Motion made and seconded to lower land value to \$9,142 as recommended by county; Vote: four ayes, one abstained, motion carried.

**Parcel #012472** – Carriage Hills Sub – Lot 27 in S2SW4 Sec 29 T2 R8 Hermosa Town

Owner: G & D Investments LLC

Current Valuation: Land: \$19,859 Structure: N/A Total: \$19,859

Final: Land: \$11,197 Structure: N/A Total: \$11,197

Motion made and seconded to lower land value to \$11,197 as recommended by county; Vote: four ayes, one abstained, motion carried.

**Parcel #012473** – Carriage Hills Sub – Lot 28 in S2SW4 Sec 29 T2 R8 Hermosa Town

Owner: G & D Investments LLC

Current Valuation: Land: \$19,245 Structure: N/A Total: \$19,245

Final: Land: \$10,851 Structure: N/A Total: \$10,851

Motion made and seconded to lower land value to \$10,851 as recommended by county; Vote: four ayes, one abstained, motion carried.

**Parcel #012474** – Carriage Hills Sub – Lot 29 in S2SW4 Sec 29 T2 R8 Hermosa Town

Owner: G & D Investments LLC

Current Valuation: Land: \$14,413 Structure: N/A Total: \$14,413

Final: Land: \$ 8,127 Structure: N/A Total: \$ 8,127

Motion made and seconded to lower land value to \$8,127 as recommended by county; Vote: four ayes, one abstained, motion carried.

**Parcel #012475** – Carriage Hills Sub – Lot 30 in S2SW4 Sec 29 T2 R8 Hermosa Town

Owner: G & D Investments LLC

Current Valuation: Land: \$20,064 Structure: N/A Total: \$20,064

Final: Land: \$11,313 Structure: N/A Total: \$11,313

Motion made and seconded to lower land value to \$11,313 as recommended by county; Vote: four ayes, one abstained, motion carried.

**Parcel #012476** – Carriage Hills Sub – Lot 31 in S2SW4 Sec 29 T2 R8 Hermosa Town

Owner: G & D Investments LLC

Current Valuation: Land: \$20,760 Structure: N/A Total: \$20,760

Final: Land: \$11,705 Structure: N/A Total: \$11,705

Motion made and seconded to lower land value to \$11,705 as recommended by county; Vote: four ayes, one abstained, motion carried.

**Parcel #012477** – Carriage Hills Sub – Lot 32 in S2SW4 Sec 29 T2 R8 Hermosa Town

Owner: G & D Investments LLC

Current Valuation: Land: \$24,240 Structure: N/A Total: \$24,240

Final: Land: \$13,667 Structure: N/A Total: \$13,667

Motion made and seconded to lower land value to \$13,667 as recommended by county; Vote: four ayes, one abstained, motion carried.

**Parcel #012478** – Carriage Hills Sub – Lot 33 in S2SW4 Sec 29 T2 R8 Hermosa Town

Owner: G & D Investments LLC

Current Valuation: Land: \$20,309 Structure: N/A Total: \$20,309

Final: Land: \$11,451 Structure: N/A Total: \$11,451

Motion made and seconded to lower land value to \$11,451 as recommended by county; Vote: four ayes, one abstained, motion carried.

**Parcel #012481** – Carriage Hills Sub – Lot 36 in S2SW4 Sec 29 T2 R8 Hermosa Town

Owner: G & D Investments LLC

Current Valuation: Land: \$23,790 Structure: N/A Total: \$23,790

Final: Land: \$13,413 Structure: N/A Total: \$ 13,413

Motion made and seconded to lower land value to \$13,413 as recommended by county; Vote: four ayes, one abstained, motion carried.

**Parcel #012482** – Carriage Hills Sub – Lot 37 in S2SW4 Sec 29 T2 R8 Hermosa Town

Owner: G & D Investments LLC

Current Valuation: Land: \$13,594 Structure: N/A Total: \$13,594

Final: Land: \$ 7,665 Structure: N/A Total: \$ 7,665

Motion made and seconded to lower land value to \$7,665 as recommended by county; Vote: four ayes, one abstained, motion carried.

**Parcel #012483** – Carriage Hills Sub – Lot 38 in S2SW4 Sec 29 T2 R8 Hermosa Town

Owner: G & D Investments LLC

Current Valuation: Land: \$17,238 Structure: N/A Total: \$17,238

Final: Land: \$ 9,720 Structure: N/A Total: \$ 9,720

Motion made and seconded to lower land value to \$9,720 as recommended by county; Vote: four ayes, one abstained, motion carried.

**Parcel #012484** – Carriage Hills Sub – Lot 39 in S2SW4 Sec 29 T2 R8 Hermosa Town

Owner: G & D Investments LLC

Current Valuation: Land: \$13,635 Structure: N/A Total: \$13,635

Final: Land: \$ 7,688 Structure: N/A Total: \$ 7,688

Motion made and seconded to lower land value to \$7,688 as recommended by county; Vote: four ayes, one abstained, motion carried.

**Parcel #012485** – Carriage Hills Sub – Lot 40 in S2SW4 Sec 29 T2 R8 Hermosa Town

Owner: G & D Investments LLC

Current Valuation: Land: \$12,898 Structure: N/A Total: \$12,898

Final: Land: \$ 7,272 Structure: N/A Total: \$ 7,272

Motion made and seconded to lower land value to \$7,272 as recommended by county; Vote: four ayes, one abstained, motion carried.

**Parcel #012486** – Carriage Hills Sub – Lot 41 in S2SW4 Sec 29 T2 R8 Hermosa Town

Owner: G & D Investments LLC

Current Valuation: Land: \$12,980 Structure: N/A Total: \$12,980

Final: Land: \$ 7,319 Structure: N/A Total: \$ 7,319

Motion made and seconded to lower land value to \$7,319 as recommended by county; Vote: four ayes, one abstained, motion carried.

**Parcel #012487** – Carriage Hills Sub – Lot 42 in S2SW4 Sec 29 T2 R8 Hermosa Town

Owner: G & D Investments LLC

Current Valuation: Land: \$12,939 Structure: N/A Total: \$12,393

Final: Land: \$ 7,295 Structure: N/A Total: \$ 7,295

Motion made and seconded to lower land value to \$7,295 as recommended by county; Vote: four ayes, one abstained, motion carried.

**Parcel #012488** – Carriage Hills Sub – Lot 43 in S2SW4 Sec 29 T2 R8 Hermosa Town

Owner: G & D Investments LLC

Current Valuation: Land: \$17,853 Structure: N/A Total: \$17,853

Final: Land: \$10,066 Structure: N/A Total: \$10,066

Motion made and seconded to lower land value to \$10,066 as recommended by county; Vote: four ayes, one abstained, motion carried.

**Parcel #012489** – Carriage Hills Sub – Lot 44 in S2SW4 Sec 29 T2 R8 Hermosa Town

Owner: G & D Investments LLC

Current Valuation: Land: \$22,193 Structure: N/A Total: \$22,193

Final: Land: \$12,513 Structure: N/A Total: \$12,513

Motion made and seconded to lower land value to \$12,513 as recommended by county; Vote: four ayes, one abstained, motion carried.

**Parcel #012490** – Carriage Hills Sub – Lot 45 in S2SW4 Sec 29 T2 R8 Hermosa Town

Owner: G & D Investments LLC

Current Valuation: Land: \$21,251 Structure: N/A Total: \$21,251

Final: Land: \$11,982 Structure: N/A Total: \$11,982

Motion made and seconded to lower land value to \$11,982 as recommended by county; Vote: four ayes, one abstained, motion carried.

**Parcel #012492** – Carriage Hills Sub – Lot Carriage Hills in S2SW4 Sec 29 T2 R8 Hermosa Town

Owner: G & D Investments LLC

Current Valuation: Land: \$49,340 Structure: N/A Total: \$49,340

Final: Land: \$27,820 Structure: N/A Total: \$27,820

Motion made and seconded to lower land value to \$27,820 as recommended by county; Vote: four ayes, one abstained, motion carried.

**Parcel #009349** – TR A (Pt of Warehouse Lots 1-9) Sec 32 T2 R8 (Less Lot H2) Hermosa Town

Owner: G & D Investments LLC

Current Valuation: Land: \$73,936 Structure: N/A Total: \$73,936

Final: Land: \$73,936 Structure: N/A Total: \$73,936

Motion made and seconded to approve as recommended by county; Vote: four ayes, one abstained, motion carried.

No objections to real property assessments were presented from Pennington County.

ASSESSMENT ROLL: Motion made and seconded to accept the assessment roll as amended and corrected and equalized by the review board; Vote: four ayes, 1 abstained, motion carried.

ADJOURN: Motion made and seconded to adjourn the Equalization Board meeting at 7:48; Vote: all ayes, motion carried.

\_\_\_\_\_  
Vicki Henrichsen, Town Board President

ATTEST:

\_\_\_\_\_  
Terri Cornelison, Finance Officer  
Published once at the approximate cost of \_\_

6A

# Town of Hermosa

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

DATE 2-18-24

PERMIT # 2024-09

## Informational Permit No Fee

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

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

Property Owner Name(s): Chuck & Donna Ferguson

Mailing Address: PO Box 205 Hermosa SD 57744

Email: \_\_\_\_\_

Address of Project: 355 Manning & 390 Whitney

Legal Description: Lot 1 of Outlot J+40' vac 4th St. + 10' of vac E/W Alley Sec 32T-2 R-8  
Lot 3 Lot 11+ 40' of vac 4th St. + 10' of vac E/W Alley Sec 32T-2 R-8  
FERGUSON Subdivision 2 Block \_\_\_\_\_ Lot(s) Lot Size \_\_\_\_\_

Description of Work: TEMP Water Line for Int 009327  
From Int 009317  
SEE MAP on Back

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

Total Cost Estimate of Project NA Total Square Footage of Project \_\_\_\_\_

Building Area (Sq. Ft.) \_\_\_\_\_ Height: \_\_\_\_\_

Accessory Bldg, Setbacks From Lot Lines: Front: \_\_\_\_\_ Ft. (20' Town Minimum)

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

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

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

Licensed Contractor / Person doing work Chuck Ferguson

Address of Contractor / Person Same

Contact Phone Number of Contractor / Person 605-390-0045

Parcel # 009317  
009327  
OFFICE USE



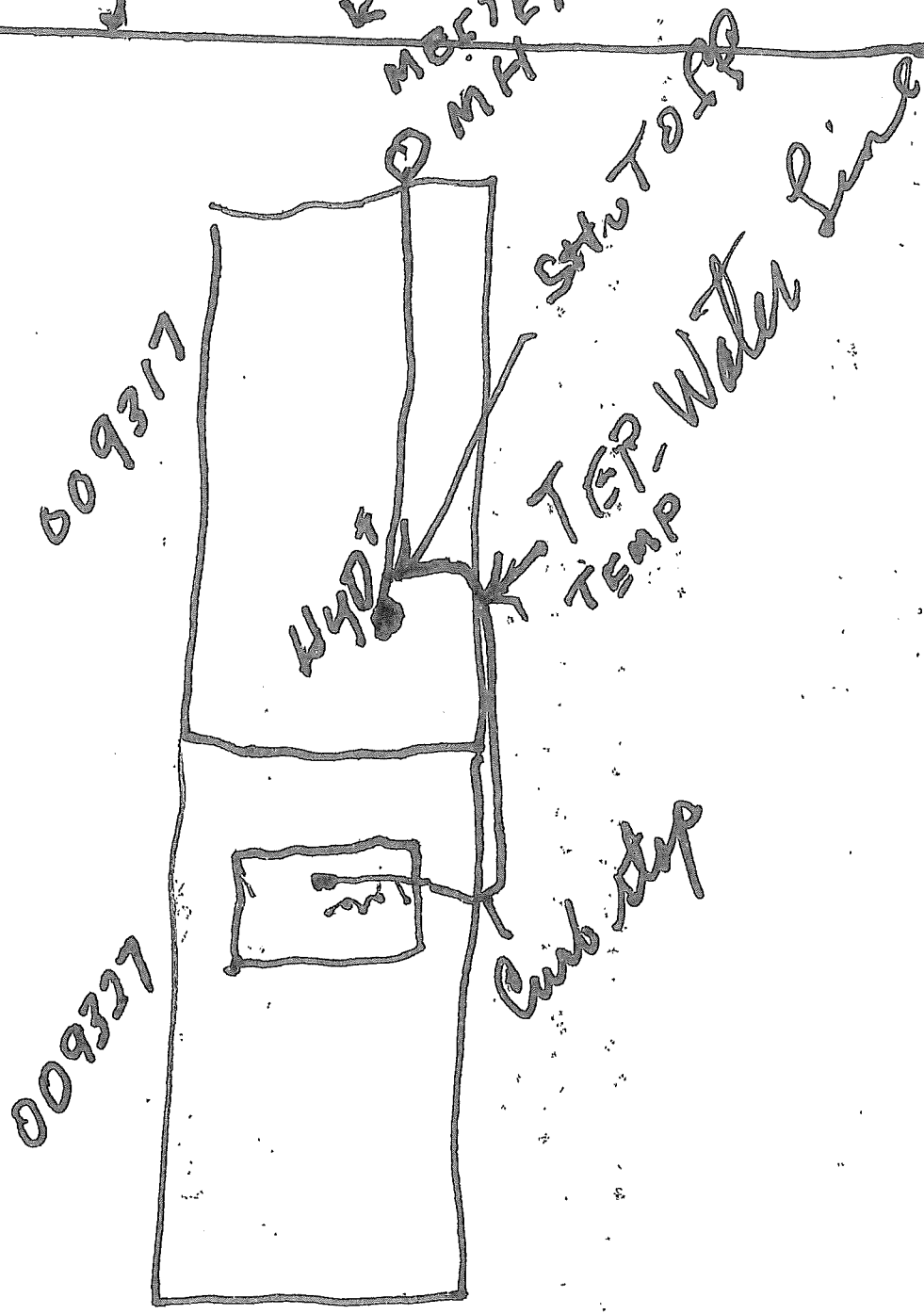
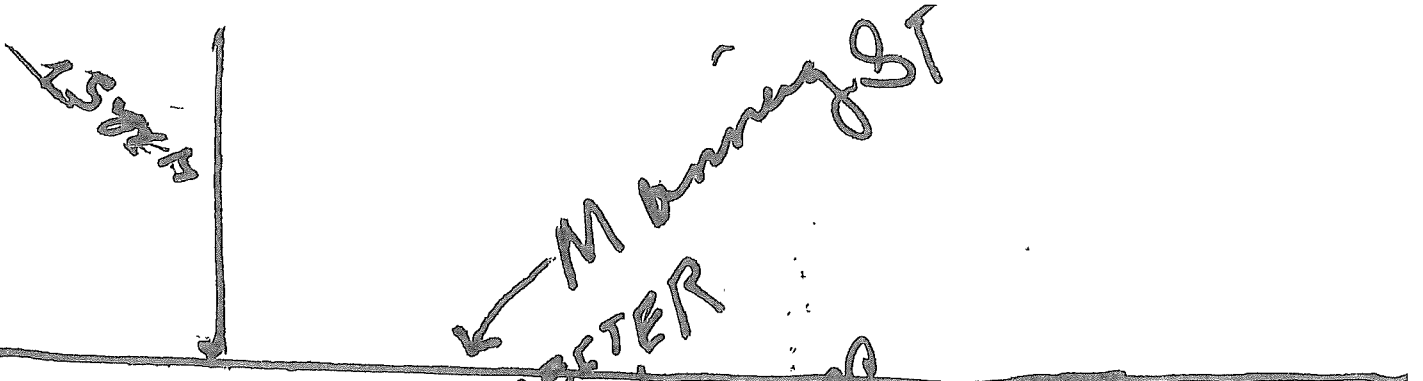
NST

Alternate IDn/a  
 Class Residential  
 Acreage 0.188

Owner Address WHITING KELLY T  
 PO BOX 324  
 HERMOSA, SD 57744-0324

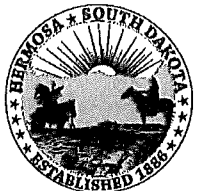
16.1-7-0-0-0-0  
 FERGUSON SUBD - LOT 12 IN NW4 SEC 32 T2 R8 0.188AC  
 MH W/ RE - 2004 FOREST PARK 28X60  
 S # 0504E2104627AB  
 T # 12097203  
 744-00-064-000-012-00  
 (Note: Not to be used on legal documents)

009317  
 009327





6B



### HEN PERMIT APPLICATION

Town of Hermosa  
230 Main Street,  
PO Box 298  
Hermosa SD 57744

FOR INTERNAL OFFICE USE ONLY  
PERMIT # 2024-12

Fee: 120<sup>00</sup> Payment: Cash  Check   
# 595891

Town of Hermosa residents interested in keeping chickens must complete the following application.

The application fee of **\$120.00 (8 chickens & under)** or **\$240.00 (9 – 15 chickens)** must be submitted with the application. A survey with a drawing or diagram depicting the placement of the chicken coop and enclosure must accompany the application. Please provide structure details, dimensions and setback measurements. Any building over 160 sq. ft must submit a Residential Building Permit Application and if you reside in the Floodplain, you must submit a Floodplain Development Permit Application. Additional inspections and engineering fees may apply. Permits must be renewed annually in the month of March. Permits expire and become invalid on April 1<sup>st</sup> of each year.

#### APPLICANT INFORMATION

NAME Kristina Clarke EMAIL kk\_clarke164@hotmail.com  
ADDRESS 340 Manning St. CITY Hermosa STATE SD ZIP CODE 57744  
PHONE # \_\_\_\_\_ CELL # 605-877-2883  OWNER  LEGAL AUTHORIZED AGENT

#### PROPERTY INFORMATION

ADDRESS OF PROPERTY WHERE HENS WILL BE KEPT: 340 Manning St Hermosa SD 57744  
NUMBER OF HENS TO BE KEPT ON PROPERTY: 8

This application for:

- Initial Permit       Permit Renewal       Permit modification

### HEN PERMIT APPLICATION PACKAGE CHECKLIST

\*Additional information may be required, depending upon circumstances unique to individual applications

Applicants must submit this checklist fully completed with their application. Failure to comply with ALL of the items listed is sufficient reason to deny an application. Failure to maintain a valid permit will result in a violation. Each line must be initialed before submitting a completed application.

hc  Properties with land size of 0.25 acres (10890 sq ft) can hold up to 8 chickens. For properties sized 1 ac or more up to 15 chickens. Properties under 0.25 acres (10890 sq ft), livestock is prohibited. Only property owners are allowed to apply for livestock permit.

Parcel # 009219

- Chickens will be kept for egg production purposes ONLY
- Applicants shall not keep roosters on permitted property
- Chickens shall be housed in a secure and well-ventilated roofed structure or any attached fenced yard enclosure at all times. The fence around the yard enclosure shall be securely constructed and shall have protective netting to keep the chickens separated from other animals. Allowed to roam in the fenced in yard without the overhead netting if wings have been clipped to prevent flight and escaping the yard/enclosure
- Notification of Neighbors. In addition to the application requirements, the applicant shall give notice by ordinary mail to all property owners within one hundred (100) feet from the lot that is the subject of the permit application. The notice shall include at a minimum:
  - the name and contact information of the applicant;
  - the address of the lot that is the subject of the permit application;
  - a description of the animals that are the subject of the permit application;
  - a statement that the applicant wishes to own or possess those animals at lot that is the subject of the permit application; and
  - the date and time of the meeting at which the City Council will be making its decision regarding whether to issue the permit. Notices shall be postmarked not less than ten (10) days prior to the date of the meeting at which the City Council will be making its decision.
- Droppings and body excretions must be collected on a weekly basis or more often if necessary and must be properly disposed of, or composted, to maintain the floors and walls of the structure in a sanitary and healthy condition. All chickens must be cared for, and enclosure must be kept neat and orderly.

## Hen license holder acknowledgment statements (For new permit and Annual renewal)

Read and initial each statement below to acknowledge understanding.

KC

I have read and understand the ordinance §90.07 LIVESTOCK REGULATIONS.

KC

I am aware that I must receive approval of the Town board of Trustees prior to obtaining hens and housing on the previously provided site address.

KC

I will follow all Town ordinance and state laws relating to the care and keeping of animals.

KC

I am aware that I am responsible for keeping hens within the confines of the required area on my property at all times.

KC

I understand that the permit is non-transferrable should my property be sold or occupied by a person different than on this application

KC

Understand that the town board of Trustees may suspend or revoke any license issued pursuant to this chapter for:

Notwithstanding any other provision of this section, the license granted under this subsection is may be revoked by a majority vote of the Board of Trustees if it determines the either: information supplied by the owner on the permit application was false or misleading, or the permittee has otherwise violated the terms of his or her permit. License is immediately null and void upon the licensee's conviction of any cruelty to animal charge. If licensee violates any of the section (2) criteria, the Town Board of Trustees have the right to revoke the license.

KC

New applicant fees will be prorated for the remaining of the year and will expire on April 1<sup>st</sup> of each year. Failure to renew the license prior to the expiration date will result in the license being terminated, at which time a new application for License and Permit would be required

Kristina Clarke

Applicant Signature

3-18-24


Date

Kristina Clarke

Applicant Name (Print)



Feature data: 009219



CLARKE KRISTINA  
 340 MANNING ST  
 0.39 Acres

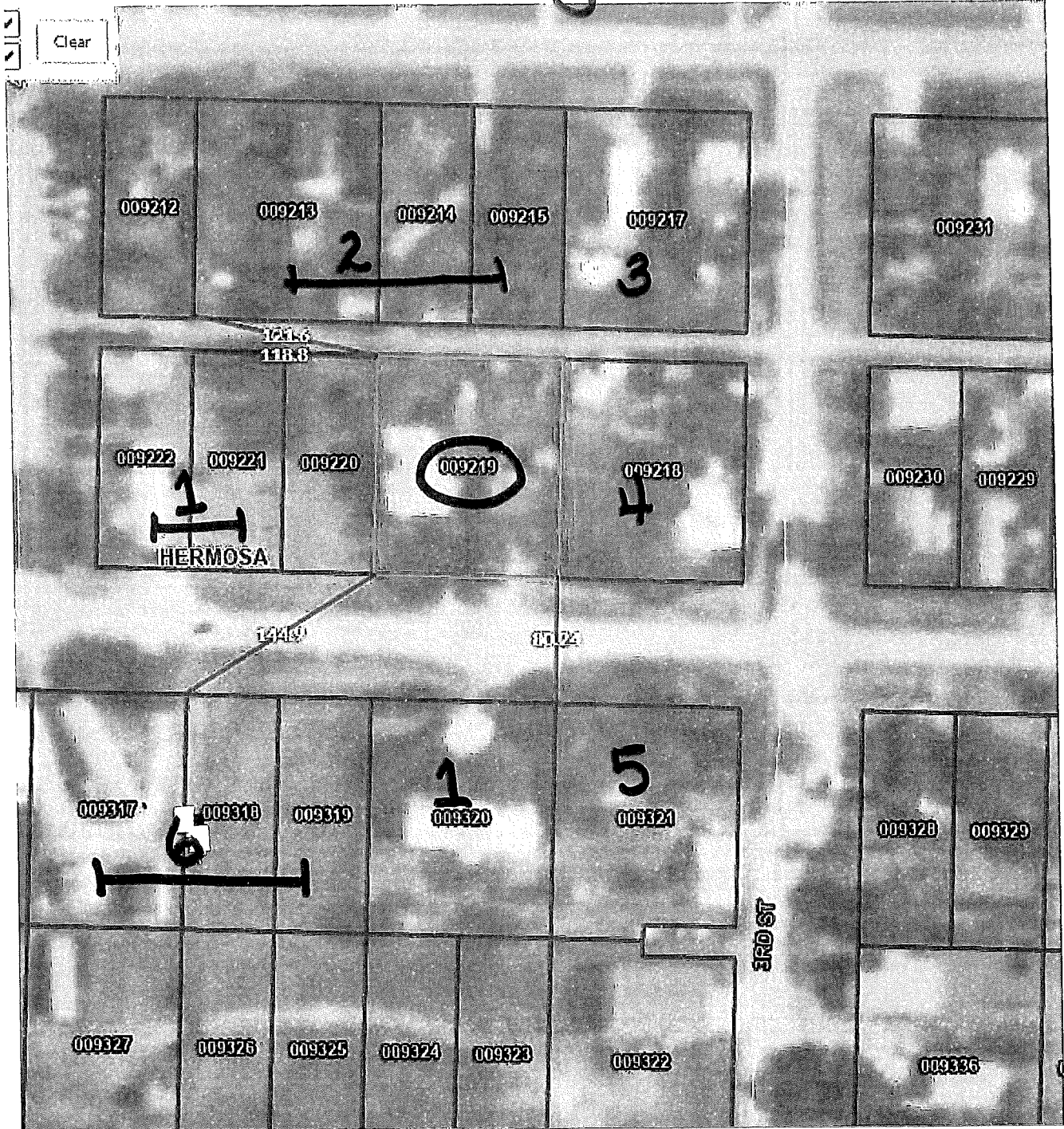
View: [Parcel Report](#) | [Soil Report](#) | [Google Maps](#)



Alternate IDn/a  
 Class Residential  
 Acreage 0.386

Owner Address CLARKE KRISTINA  
 PO BOX 525  
 HERMOSA, SD 57744-0525

# Notification of Neighbors



Alternate IDn/a  
 Class Residential  
 Acreage 0.386

Owner Address CLARKE KRISTINA  
 PO BOX 525  
 HERMOSA, SD 57744-0525

MOSA 744400-050000000000

- #1 Mindy Holsworth - PO Box 331 Hermosa, SD 57744
- #2 Rick Mills - PO Box 65 "
- #3 Chasen Cole - Landlord - PO Box 146 "
- #4 Linda Kramer - PO Box 302 "
- #5 Ralph Lauzon - PO Box 244 "
- #6 Chuck Ferguson - PO Box 205 "

Triple J&K Properties



Alternate ID n/a  
 Class Residential  
 Acreage 1.6

Owner Address TRIPLE J & K PROPERTIES, LLC  
 PO BOX 300  
 HERMOSA, SD 57744-0300

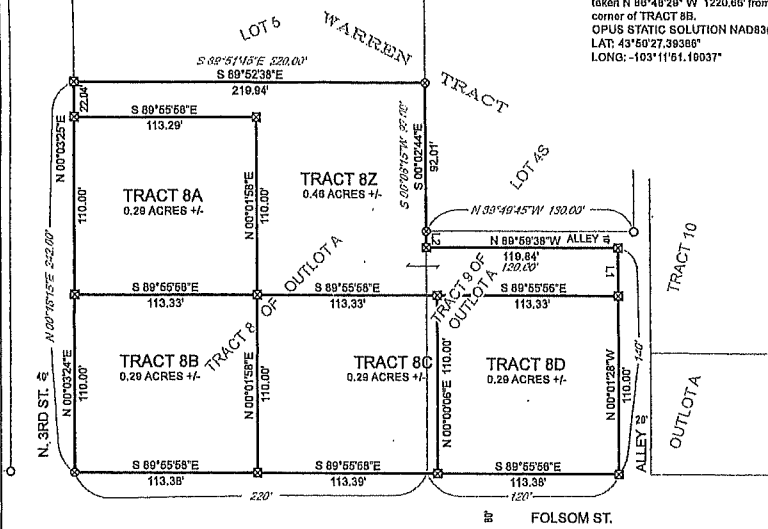
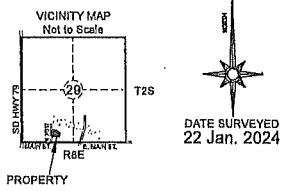
Proposed address for-

1. Tract 8 A – 60 N. 3<sup>rd</sup> St.
2. Tract 8 Z – 90 N. 3<sup>rd</sup> St.

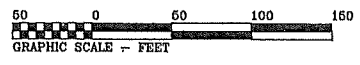
A PLAT OF  
**TRACTS 8A THRU 8D & TRACT 8Z OF OUTLOT A,**  
**TOWN OF HERMOSA, CUSTER COUNTY, SOUTH DAKOTA**  
 FORMERLY TRACT 8 OF OUTLOT A AND TRACT 9 OF OUTLOT A

NOTE: See Book 2 of Plats on Page 28 for plat of Tract 8 of Outlot A.  
 NOTE: See Book 2 of Plats on Page 87 for plat of Tract 9 of Outlot A.  
 NOTE: For a Map of Hermosa see book 1 of plate page 101.

**BASIS OF BEARING - GPS OBSERVATION**  
 taken N 89°48'28" W 1220.66' from the SW corner of TRACT 8B.  
 OPUS STATIC SOLUTION NAD83(2011)  
 LAT: 43°50'27.39388"  
 LONG: -103°11'61.16037"



**LEGEND**  
 [Symbol] Set rebar w/aluminum cap marked "ANDERSEN ENG PLS 6906"  
 [Symbol] Found rebar w/aluminum cap marked "BRYANT LS 2106"  
 [Symbol] Found rebar  
 632.05' Slant lettering denotes record calls



Course	Bearing	Distance
L1	N 00°01'30" W	29.86'
L1	N 00°02'19" E	10.00'
L2	N 00°03'20" E	10.00'
L2	N 00°03'18" E	10.0'

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

No area of special flood hazard exists within this subdivision according to Flood Hazard Insurance Rate Map Panel No. 48033C0176F, effective date: Jan. 6, 2012.

**CERTIFICATE OF SURVEYOR**  
 I, John D. McBride Registered Land Surveyor No. 6908 in the State of South Dakota, do hereby certify that being so authorized, I have prepared the within plat of land shown and described hereon from notes taken during an actual survey made by me or under my direct supervision, and that to the best of my knowledge and belief, the same is a true and correct representation of said survey.  
 IN WITNESS WHEREOF, I hereunto set my hand and official seal.  
 Dated this \_\_\_ day of \_\_\_, 2024.

John D. McBride SDRLS No. 6908

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

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_  
 Triple J & K Properties, LLC., does hereby certify that it is the owners of the within described lands and that the within plat was made at its direction for the purposes indicated therein, and that the development of this land shall conform to all existing zoning, subdivision, and erosion and sediment control regulations.  
 Dated this \_\_\_ day of \_\_\_, 2024.

Triple J & K Properties, LLC.

**CERTIFICATE OF COUNTY TREASURER**  
 I, Custer County Treasurer, do hereby certify that all taxes and special assessments which are liens upon the within described lands are fully paid according to the records of this office.  
 Dated this \_\_\_ day of \_\_\_, 2024.

Custer County Treasurer

**ACKNOWLEDGMENT OF OWNERSHIP**  
 STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_  
 On this the \_\_\_ day of \_\_\_, 2024, before me, the undersigned officer, personally appeared Jerry Styles, who acknowledged himself to be a member of Triple J & K Properties, LLC., a Limited Liability Company, and that he, as such member being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as member.  
 IN WITNESS WHEREOF I hereunto set my hand and official seal.

Notary Public  
 My commission expires \_\_\_\_\_

**RESOLUTION OF THE TOWN BOARD OF TRUSTEES**  
 Whereas there has been presented to the Town Board of Trustees of Hermosa, South Dakota, the within plat of the above described lands, and it appearing to the Board that said plat conforms to the existing plats of said Town, that the streets set forth therein conform to the system of streets of the municipality, that all provisions of the subdivision regulations have been complied with, that all taxes and special assessments upon the tract have been fully paid, and that said plat and the survey thereof have been executed according to law, now therefore,  
**BE IT RESOLVED**, that said plat is hereby approved in all respects.  
 Dated at Hermosa, South Dakota this \_\_\_ day of \_\_\_, 2024.

Town Board Chairman

**CERTIFICATE OF COUNTY DIRECTOR OF EQUALIZATION**  
 I, Director of Equalization of Custer County, do hereby certify that my office has been furnished with a true copy of the within plat.  
 Dated this \_\_\_ day of \_\_\_, 2024.

Director of Equalization of Custer County

**CERTIFICATE OF TOWN FINANCE OFFICER**  
 I, Finance Officer of the Town of Hermosa, South Dakota, do hereby certify that the foregoing instrument is a true and correct copy of the resolution adopted by the Town Board of Trustees of Hermosa, South Dakota at a meeting held on the \_\_\_ day of \_\_\_, 2024.

Town of Hermosa Finance Officer

**OFFICE OF THE REGISTER OF DEEDS**  
 Filed for record this \_\_\_ day of \_\_\_, 2024, at \_\_\_ o'clock \_\_\_ M, and recorded in Book \_\_\_ of Plats on page \_\_\_.

Custer County Register of Deeds

Prepared by  
**ANDERSEN ENGINEERS**  
*Land Surveyors*

Drawn by RW	Date 1/30/2024	P.O. Box 448 Edgemont, SD 57735 (605)-692-5500
Approved by McB	Date 2/21/2024	andersenengineers@wtc.net
Scale 1"=50'	Sheet 1 of 1	File Name: TR8_OL_A_HERMOSA

7A

## Claims for approval 04-02-2024

VENDOR	REFERENCE	AMOUNT
A & B BUSINESS EQUIPMENT INC	MONTHLY PRINTER/FAX FEE	\$ 564.28
BLACK HILLS ELECTRIC COOP.,Inc	Utilities-Electric 03/2024	\$ 2,764.47
CONNIE LEIMER	Trap/Neuter/Release Program	\$ 54.00
CHUCK FERGUSON	March 2024 services	\$ 3,120.00
CHUCK FERGUSON	Dumpster 3 times	\$ 160.00
JOHNSON LAW OFFICE	BOT meeting, email review/resp	\$ 807.50
Nelson's Oil & Gas Inc.	Propane-City well	\$ 340.62
RAPID ROOTER	FERGUSON SUB LIFT STATION RPR	\$ 837.50
Riteway business forms Inc.	Utility billing cards	\$ 206.27
RURAL DEVELOPMENT	RD 1 loan-April interest	\$ 1,278.00
	RD 2 loan-April interest	\$ 417.00
	RD 3 loan-April interest	\$ 222.00
<b>Accounts Payable Total</b>		<b>\$ 10,771.64</b>
<b>Payroll related</b>		
Total Paid On: 3/29/24		
	Legislative, Financial Administration, Govt Blds	\$ 5,099.95
	Water	\$ 415.42
	Sewer	\$ 187.64
	Promoting City/BBB	\$ 62.54
South Dakota Retirement System	SDRS	\$ 610.06
EFTPS-Electronic Federal Tax	FED/FICA TAX	\$ 1,486.14
Health Pool of SD	Admin single health 3/24	\$ 995.00
<b>Payroll Total</b>		<b>\$ 8,856.75</b>
<b>***** REPORT TOTAL *****</b>		<b>\$ 19,628.39</b>

**CLAIMS REPORT**  
 Check Range: 3/20/2024- 4/02/2024

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
A & B BUSINESS EQUIPMENT INC	MONTHLY PRINTER/FAX FEE		564.28	240	4/02/24
BLACK HILLS ELECTRIC COOP.,Inc	Utilities-Electric 03/2024		2,764.47	241	4/02/24
CONNIE LEIMER	Trap/Neuter/Release Program		54.00	17548	4/02/24
EFTPS-Electronic Federal Tax	FED/FICA TAX		1,486.14	239	3/29/24
CHUCK FERGUSON	March 2024 services	3,120.00		17547	3/29/24
CHUCK FERGUSON	Dumpster 3 times	160.00	3,280.00	17549	4/02/24
HEALTH POOL OF SOUTH DAKOTA	ADMIN SINGLE HEALTH		995.00	17550	4/02/24
JOHNSON LAW OFFICE	BOT meeting, email review/resp		807.50	17551	4/02/24
Nelson's Oil & Gas Inc.	Propane-City well		340.62	17552	4/02/24
RAPID ROOTER	FERGUSON SUB LIFT STATION RPR		837.50	17553	4/02/24
Riteway business forms Inc.	Utility billing cards		206.27	17554	4/02/24
RURAL DEVELOPMENT	RD 1 loan-April interest	1,278.00		242	4/02/24
RURAL DEVELOPMENT	RD 2 loan-April interest	417.00		243	4/02/24
RURAL DEVELOPMENT	RD 3 loan-April interest	222.00	1,917.00	244	4/02/24
SOUTH DAKOTA RETIREMENT SYSTEM	SDRS		610.06	17546	3/29/24
			=====		
Accounts Payable Total			13,862.84		
Utility Refund Checks					
-----					
Refund Checks Total					
-----					
Payroll Checks					
-----					
	101 GENERAL		5,099.95		
	211 BBB GROSS RECEIPTS TAX		62.54		
	602 WATER		415.42		
	604 SEWER		187.64		
			-----		
Total Paid On: 3/29/24			5,765.55		
			=====		
Total Payroll Paid			5,765.55		
			=====		
Report Total			19,628.39		
			=====		

# CLAIMS REPORT

## CLAIMS FUND SUMMARY

FUND	NAME	AMOUNT
101	GENERAL	11,374.92
211	BBB GROSS RECEIPTS TAX	81.17
602	WATER	5,037.13
604	SEWER	3,135.17
-----		
	TOTAL FUNDS	19,628.39



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



Hermosa -February 2023 CFS's

Printed on March 11, 2024

CFS Date/Time	CFS #	Case Number	Code	Code : Description	Address	Zone
02/01/24 11:45:29	CFS2400854		911T	911T : 911 Transfer	N. HEARTLAND HERMOSA	HERMOSA
02/01/24 17:36:39	CFS2400864		PAPSERV	PAPSERV : Paper Service	2ND ST, HERMOSA	HERMOSA
02/03/24 14:17:19	CFS2400896		PAPSERV	PAPSERV : Paper Service	MAIN ST LOT 50, HERMOSA	HERMOSA
02/03/24 14:26:30	CFS2400897		PAPSERV	PAPSERV : Paper Service	2ND ST, HERMOSA	HERMOSA
02/03/24 14:34:24	CFS2400898		EXT	EXT : Extra Patrol	HERMOSA, HERMOSA	HERMOSA
02/05/24 22:23:22	CFS2400955		EXT	EXT : Extra Patrol	HERMOSA, HERMOSA	HERMOSA
02/07/24 10:33:04	CFS2400981	2024-00060	SHOPLIFT	SHOPLIFT : Shoplifting	HERMOSA SOUTH	HERMOSA
02/08/24 18:54:36	CFS2401006		EXT	EXT : Extra Patrol	HERMOSA, HERMOSA	HERMOSA
02/09/24 11:50:23	CFS2401022	2024-00069	TRESPASS	TRESPASS : Trespass	MAIN ST, HERMOSA	HERMOSA
02/09/24 20:19:53	CFS2401038		THREATS	THREATS : Threats	3RD ST, HERMOSA	HERMOSA
02/09/24 22:17:10	CFS2401039		EXT	EXT : Extra Patrol	HERMOSA, HERMOSA	HERMOSA
02/10/24 01:13:47	CFS2401042		MENTCASES	MENTCASES : Mental	VILAS ST, HERMOSA	HERMOSA
02/10/24 06:07:06	CFS2401045		EXT	EXT : Extra Patrol	HERMOSA, HERMOSA	HERMOSA
02/11/24 08:46:36	CFS2401059		EXT	EXT : Extra Patrol	HERMOSA, HERMOSA	HERMOSA

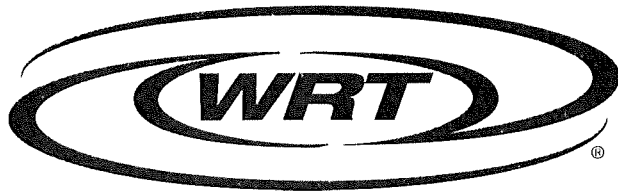
8B

CFS Date/Time	CFS #	Case Number	Code	Code : Description	Address Zone
02/14/24 06:32:19	CFS2401126		SUSP	SUSP : Suspicious	HERMOSA VILAS ST,
02/14/24 09:28:35	CFS2401128		FSTRU2	FSTRU2 : Fire Call for	HERMOSA VILAS ST,
02/15/24 14:09:54	CFS2401180	2024-00079	SIG2	SIG2 : EMER, ACCIDENT,	N 2ND ST / GUMBO HERMOSA
02/15/24 22:53:27	CFS2401194		EXT	EXT : Extra Patrol	HERMOSA, HERMOSA HERMOSA
02/16/24 08:57:01	CFS2401229		TSTOP	TSTOP : Traffic Stop	3RD ST / VILAS ST, HERMOSA
02/16/24 09:24:43	CFS2401235		EXT	EXT : Extra Patrol	HERMOSA, HERMOSA HERMOSA
02/16/24 22:08:33	CFS2401275		EXT	EXT : Extra Patrol	HERMOSA, HERMOSA HERMOSA
02/17/24 13:49:51	CFS2401327		EXT	EXT : Extra Patrol	HERMOSA, HERMOSA HERMOSA
02/20/24 06:02:13	CFS2401402		EXT	EXT : Extra Patrol	HERMOSA, HERMOSA HERMOSA
02/20/24 17:52:08	CFS2401422		MEET/TRAIN	MEET/TRAIN : Meeting /	HERMOSA MAIN STREET,
02/20/24 22:10:03	CFS2401427		EXT	EXT : Extra Patrol	HERMOSA, HERMOSA HERMOSA
02/21/24 17:03:13	CFS2401441		911M	911M : 911 Misdial	HERMOSA FAIRGROUNDS PL, HERMOSA
02/21/24 19:01:21	CFS2401443		EXT	EXT : Extra Patrol	HERMOSA, HERMOSA HERMOSA
02/22/24 12:08:22	CFS2401461		PAPSERV	PAPSERV : Paper Service	HERMOSA VILAS ST,
02/22/24 18:38:45	CFS2401471		EXT	EXT : Extra Patrol	HERMOSA, HERMOSA HERMOSA
02/23/24 05:46:43	CFS2401478	2024-00090	SIG2HR	SIG2HR : EMER,	HERMOSA RUPP ST LOT 3,
02/23/24 18:21:46	CFS2401493		LIFTASS	LIFTASS : Lift Assist	HERMOSA MAIN ST,
02/24/24 16:02:11	CFS2401513		EXT	EXT : Extra Patrol	HERMOSA, HERMOSA HERMOSA

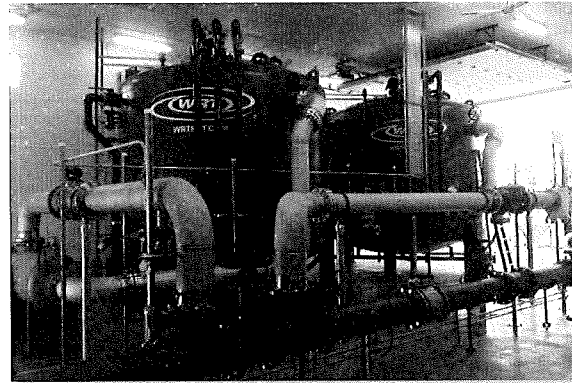
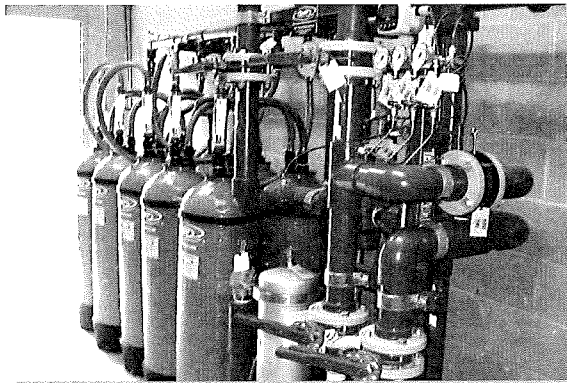
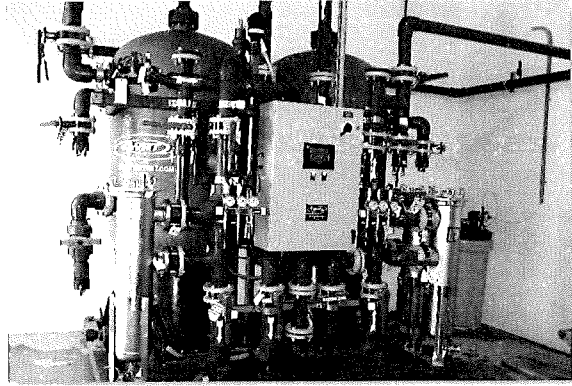
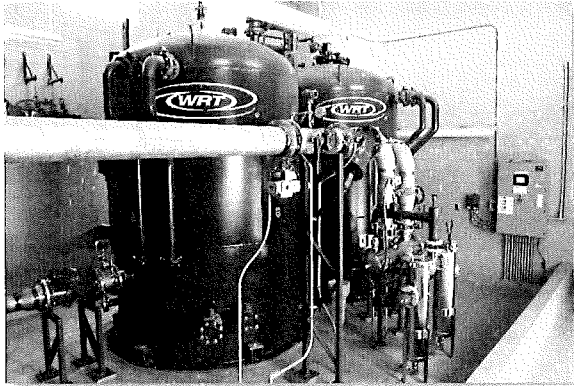
CFS Date/Time	CFS #	Case Number	Code	Code : Description	Address Zone
02/25/24 08:26:18	CFS2401526		EXT	EXT : Extra Patrol	HERMOSA, HERMOSA HERMOSA
02/25/24 14:53:36	CFS2401530		BARKING	BARKING : Barking Dog	VILAS ST, HERMOSA, HERMOSA
02/25/24 16:56:55	CFS2401533		DIST	DIST : Disturbance	VILAS ST, HERMOSA
02/26/24 20:44:28	CFS2401567		DIST	DIST : Disturbance	E MAIN ST LOT 50, HERMOSA
02/27/24 15:56:39	CFS2401592		911T	911T : 911 Transfer	N 2ND ST, HERMOSA
02/27/24 22:23:49	CFS2401599		EXT	EXT : Extra Patrol	HERMOSA, HERMOSA HERMOSA
02/28/24 11:19:27	CFS2401618		WELFARE	WELFARE : Welfare	FERGUSON ST, HERMOSA
02/28/24 15:04:58	CFS2401625		SCHOOLREL	SCHOOLREL : SCHOOL	4TH ST, HERMOSA, HERMOSA
02/28/24 16:14:54	CFS2401627		FOLLOWUP	FOLLOWUP : Follow-up	E MAIN ST LOT 64, HERMOSA
02/28/24 16:51:40	CFS2401629		EXT	EXT : Extra Patrol	HERMOSA, HERMOSA HERMOSA
02/28/24 22:32:24	CFS2401637		EXT	EXT : Extra Patrol	HERMOSA, HERMOSA HERMOSA
02/29/24 21:18:26	CFS2401654		EXT	EXT : Extra Patrol	HERMOSA, HERMOSA HERMOSA
02/29/24 22:08:57	CFS2401656		EXT	EXT : Extra Patrol	HERMOSA, HERMOSA HERMOSA

**Total Records: 45**

100



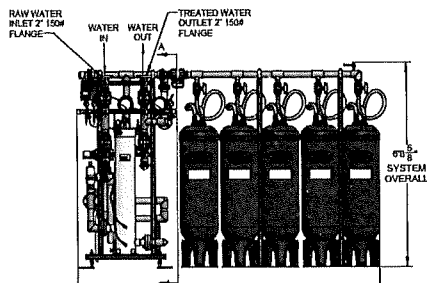
wrtnet.com



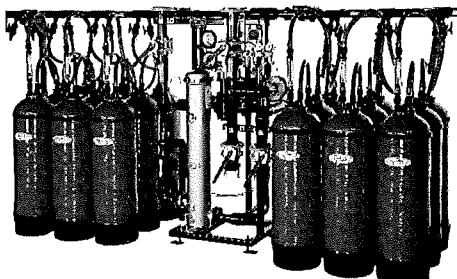
**Clean water. Clean earth. That's our promise.®**

WRT is the parent company of Loprest. For more information about our services, call 303.424.5355 or visit [wrt.net](http://wrt.net).

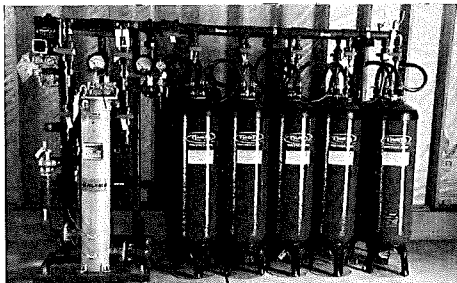
Corporate Offices: 901 W. 116th Ave., Suite 400 • Westminster, CO 80234



**DESIGN**



**DEVELOP**



**DELIVER**

## Proposal for Water Treatment System

# Hermosa

Hermosa, South Dakota

March 29, 2024

### WRT Contact

Adam Szczesniak, Regional Sales Manager

Email: [aszczesniak@wrtnet.com](mailto:aszczesniak@wrtnet.com)

Phone: 860-993-3418

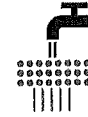


[wrtnet.com](http://wrtnet.com)

901 W. 116th Ave., Suite 400 • Westminster, CO 80234 • 303-424-5355



## Z-92<sup>®</sup> Gross Alpha Removal System



### PROCESS DESCRIPTION

Water passes through treatment columns where gross alpha is reduced. When the media is loaded with gross alpha, it is removed from the vessels onsite and replaced with new media. This complete process is handled by WRT, who is responsible for the safe, licensed, long-term disposal of the media to reduce risk and ensure regulatory compliance.

## Company Overview



### WRT'S CAPABILITIES

- Design and manufacturing of treatment systems: 10 to 10,000 GPM
- Process design for the removal of numerous contaminants
- Radium removal, uranium removal, pressure filters, ion exchange systems
- Long Term Service Agreements (LTSA) that reduce liability and risk by providing a defined monthly cost to operate, maintain, monitor, exchange, properly license, transport, dispose and decommission systems at the end of contract life

**ENERGY EFFICIENT** No external pumps, other than the well pump, required.

**WATER EFFICIENT** All water entering the system is treated and usable as process water. No regeneration or backwash required.

**ECONOMICAL** Long Term Service Agreement provides known cost of operation and risk management.

**PROVEN** Billions of gallons treated annually.

## Complete System



Complete gross alpha removal system and services provided by WRT:

- Nothing is imparted into the water during the treatment process.
- No liquid waste stream is generated by this process; this is a zero-liquid-discharge system.
- Disposal of material to licensed low level radioactive waste facilities by WRT.
- Minimal Maintenance and Operation required.
- No handling of radioactive materials, media, or chemicals by Utility personnel.
- Z-92<sup>®</sup> Media is NSF, Standard 61 certified for use in drinking water applications.



## Design Parameters



The system shall be specifically designed to remove the target contaminants from the groundwater supply. All components and media in contact with water are NSF-61 compliant for potable water consumption.

The treatment system shall be designed based on the following parameters:

### INFLUENT WATER QUALITY

Total Uranium	11 $\mu\text{g/L}$
Total Combined Radium (Ra-226 + Ra-228)	4.7 pCi/L
Total Gross Alpha	22.2 pCi/L

### SIZING

Design Flow Rate	70 GPM
System Flow Range	42 - 70 GPM
Annual Well Production to Be Treated	9 MGALLONS
Number of Treatment Trains	7
Number of Vessels per Treatment Train	2
Empty-Bed Contact Time (EBCT)	4.6 MIN
Hydraulic Loading Rate	10.1 GPM/ SQ FT
Maximum Design Pressure	100 PSI
Media Volume per Vessel	3.1 CF
Estimated Throughput per Exchange	45 MGALLONS

### TREATED WATER QUALITY REQUIREMENTS

Total Gross Alpha	< 15 pCi/L
-------------------	------------



## Scope of Supply



<b>Engineering</b>	Engineering including submittals, and installation instructions
<b>Equipment Configuration</b>	Portable Exchange System (PES) consisting of prefilter skid and vessels
<b>Vessels</b>	PE lined FRP vessels, 14" diameter x 47" overall height
<b>Prefilter</b>	Cartridge filter on skid with associated piping and valving
<b>System Piping</b>	Sch80 PVC Pipe with SS304 fasteners, fully assembled on skid Hosing to vessels
<b>Media</b>	43.4 CU FT Z-92 <sup>®</sup> Gross Alpha Removal Media
<b>System Valving</b>	Manual butterfly valves Air/Vacuum release valve Pressure relief valves
<b>Other Instruments</b>	Flow meters and pressure equipment as needed
<b>Manuals</b>	Operation and Maintenance Manuals
<b>On-Site Services</b>	System startup: includes inspection of contractor-installed equipment, Operator training
<b>Licensing</b>	<i>A site-specific Radioactive Materials License may be necessary for installation and operation of the system</i>

## Current Media Exchange



<b>Z-92<sup>®</sup> Media Exchange</b>	Remove the existing treatment media from the treatment vessels onsite and replace with new Z-92 <sup>®</sup> Gross Alpha Removal Media, disinfect and place the system back into operation. This includes new treatment media, transportation and proper disposition of spent media
--	---



## Firm Pricing



Z-92® GROSS ALPHA REMOVAL SYSTEM \$99,800

## Media Exchange Pricing



CURRENT PRICING FOR MEDIA EXCHANGE \$77,900

### EQUIPMENT PAYMENT TERMS

- 15% upon delivery of submittal drawings
- 35% upon approved drawings in order to release for fabrication
- 40% upon delivery to site
- 10% upon system commissioning

Payment of invoices is due in full within 30 days of the date of the invoice. Payments must be made by ACH or check.

All orders are accepted subject to credit approval of purchaser.

Any amounts not paid when due will be subject to a finance charge of 1½% per month.

### NOTES

- This proposal is based upon today's costs and is valid for a period of 30 days.
- Pricing includes freight to site.
- Offloading, setting, or installation not included.
- Taxes, bonding, and permitting not included.
- Pricing is based on WRT standard terms and conditions.
- Financial Assurance may be required and is not included.
- Compliance with Build America, Buy America (BABA) Act has not been taken into consideration for this proposal.

### DELIVERY

- 10-12 weeks for submittals after execution of purchase order
- 20-26 weeks for delivery after approval of submitted drawings

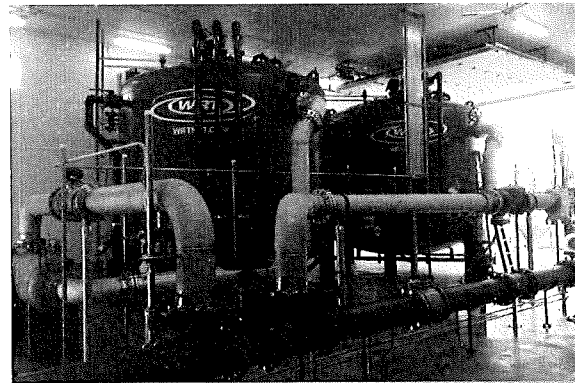
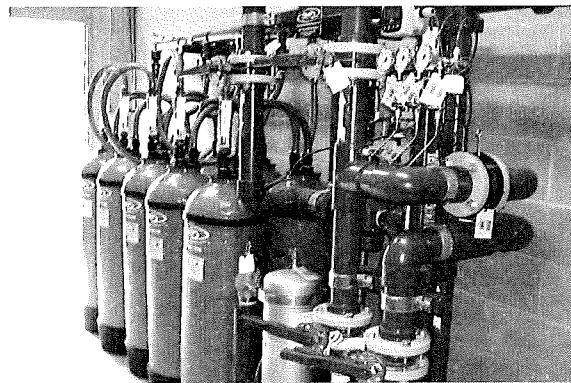
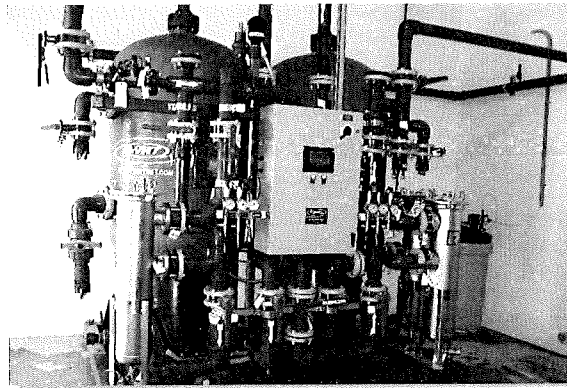
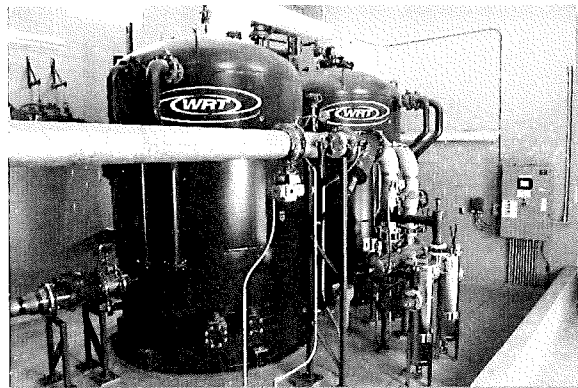


## Standard Terms and Conditions

- 1. Payment.** Unless otherwise agreed by the parties in writing, payment for all products purchased pursuant to this Agreement shall be made within 30 day of Seller's invoice. Any amount not paid as agreed shall be subject to an interest charge of 1% per month, compounded monthly. Buyer will be liable for all of Buyer's costs to collect amounts due under this agreement, including reasonable attorney's fees, whether or not any collection action is commenced.
- 2. Limited Warranty.** Seller warrants the products sold to the Buyer to be free of defects in materials and workmanship for a period of one year after the products are delivered to Buyer. In the event of any such defect in the products during the warranty period, Seller will provide all parts and labor necessary to correct such defect.
- 3. Disclaimer Of Implied Warranties; Limitation Of Remedies.** THE BUYER'S SOLE AND EXCLUSIVE REMEDY UNDER THE LIMITED WARRANTY PROVIDED HEREIN SHALL BE THE PARTS AND LABOR AS PROVIDED IN THIS AGREEMENT. ALL IMPLIED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED. SELLER SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING FROM THE BREACH OF ANY WARRANTIES WITH RESPECT TO THE PRODUCTS PURCHASED PURSUANT TO THIS AGREEMENT.
- 4. Waiver of and Indemnification for Claims.** BUYER HEREBY AGREES TO WAIVE, RELEASE, DISCHARGE, INDEMNIFY AND HOLD SELLER HARMLESS FOR ANY AND ALL CLAIMS FOR DAMAGES FOR DEATH, PERSONAL INJURY OR PROPERTY DAMAGE WHICH IT OR THIRD PARTIES MAY HAVE OR WHICH MAY HEREAFTER ACCRUE AS A RESULT OF THE BUYERS' USE OF THE PRODUCTS SOLD PURSUANT TO THIS AGREEMENT.
- 5. Intellectual Property.** To the extent the products sold pursuant to this Agreement contain, reflect or consist of the Seller's intellectual property, the sale does not include a sale of such intellectual property or of a license to use such intellectual property beyond the use by the Buyer of the products sold.
- 6. Assignment.** In the event that Buyer assigns its rights and obligations under this Agreement any assignment of its payment obligation will be ineffective and Seller will remain jointly and severally liable, with its assignee, to pay all amounts due pursuant to this Agreement.
- 7. Non-Reliance on Written or Oral Statements.** Buyer has relied on its own investigation about the qualities and performance of the products purchased pursuant to this Agreement and has not relied upon the written or oral statements of Seller or its representatives in entering into this Agreement.
- 8. Only Agreement.** This is the only Agreement between the Buyer and Seller relating to the products purchased pursuant to this Agreement, and no oral or other statements, not contained herein, shall be binding on either the Buyer or the Seller.
- 9. Modification.** The terms of this Agreement may not be modified, except in a writing signed by the party to be bound.
- 10. Non-Waiver; Severability.** Waiver by either party hereto of non-performance of any term, provision, covenant, obligation or condition of this Agreement shall not be considered a waiver of any subsequent nonperformance, nor as waiver of the term, provision, covenant, obligation or condition itself. If any provision of this Agreement is found to be prohibited, invalid or unenforceable, such finding will not invalidate or render unenforceable any remaining provisions of this Agreement.
- 11. Arbitration.** Any disputes arising in any way in connection with this Agreement or the products sold by the Seller shall be resolved by binding arbitration under the Colorado Uniform Arbitration Act (C.R.S. § 13-22-201 *et seq.*) (the "Act"). The parties agree that the District Court of Jefferson County, Colorado shall have jurisdiction over them for the purposes of applying the provisions of the Act. All arbitration proceedings shall take place within the greater metropolitan area of Denver, Colorado. Buyer will reimburse Seller for all attorney's fees incurred by Seller in any arbitration (for collection or otherwise) in which Seller prevails.
- 12. Governing Law.** This Agreement and any disputes or claims arising from it shall be governed by and construed according to the laws of the State of Colorado.



wrtnet.com



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WRT is the parent company of Loprest. For more information about our services, call 303.424.5355 or visit [wrtnet.com](http://wrtnet.com).

Corporate Offices: 901 W. 116th Ave., Suite 400 • Westminster, CO 80234



12C



## Analysis and Proposal

### Current Equipment and Operating Cost

Ricoh 4500- \$574.28 per month-14 Remaining Payments(63 month term)

Includes:

11,500 B/W prints per month- overage-\$.0113- Avg. Monthly Volume-10,107

600 Color prints per month- overage-\$.057- Avg. Monthly Volume-928- Ovg. Cost-\$18.64

Total Current Monthly Operating Cost-\$592.92 per month

Proposed Equipment and Operating Cost

Ricoh 4510- \$535.72 per month- 63 month term

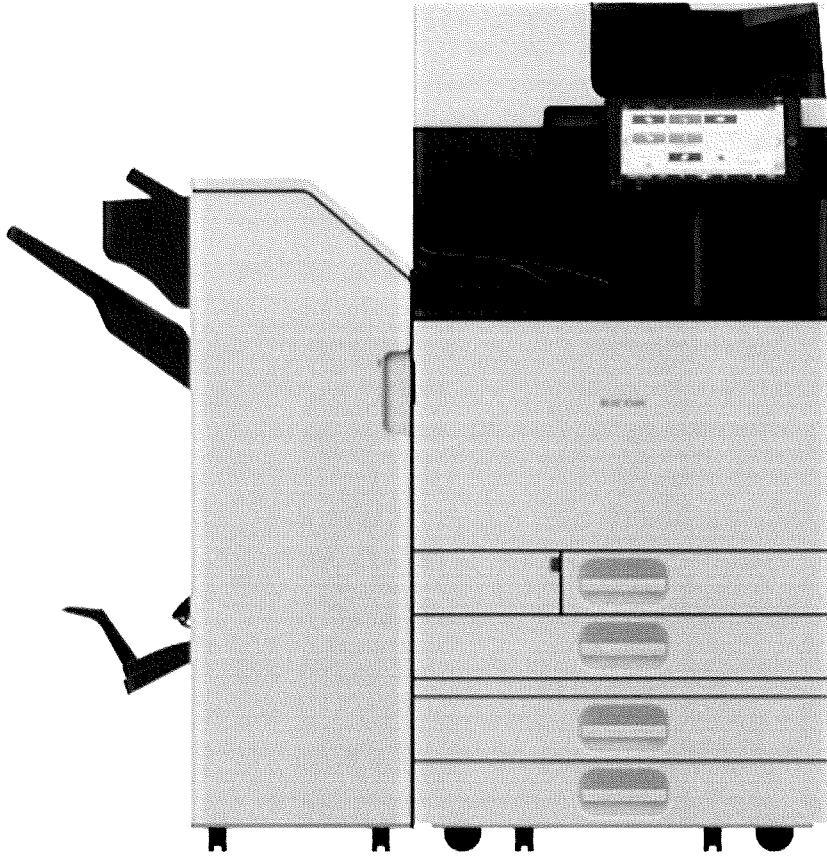
Includes:

11,500 B/W prints per month- overage-\$.0068(no overages estimated)

1000 Color prints per month- overage-\$.044(no overages estimated)

Total Proposed Monthly Operating Cost-\$535.72 per month

\*includes A&B assuming remaining payments of current lease



Current Contract

COST PER COPY AGREEMENT



CT 8907

AGREEMENT NO. [ ]

**CUSTOMER ("you" or "your")**

FULL LEGAL NAME: Town of Hermosa FEDERAL TAX ID #: 46-6000189  
 ADDRESS: PO Box 298 Hermosa SD, 57744

**EQUIPMENT AND PAYMENT TERMS**  SEE ATTACHED SCHEDULE

TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES	NOT FINANCED UNDER THIS AGREEMENT	BEGINNING METER READING		MONTHLY COPY ALLOWANCE		EXCESS PER COPY CHARGE (PLUS TAX)	
		B&W	COLOR	B&W	COLOR	B&W	COLOR
Ricoh Ricoh IM C4500 3129RC01419 <input type="checkbox"/>	<input type="checkbox"/>	110	3	11500	600	0.0085	0.0418
<input type="checkbox"/>	<input type="checkbox"/>						
<input type="checkbox"/>	<input type="checkbox"/>						
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<input type="checkbox"/>	<input type="checkbox"/>						
<input type="checkbox"/>	<input type="checkbox"/>						
TOTAL CONSOLIDATED MONTHLY COPY ALLOWANCE AND EXCESS PER COPY CHARGES (IF CONSOLIDATED)							

EQUIPMENT LOCATION: 230 Main St. Hermosa SD, 57744 METER FREQUENCY: Monthly  
 TERM IN MONTHS: 63 MONTHLY BASE PAYMENT AMOUNT: \$ 505.00 ('PLUS TAX')  
 SECURITY DEPOSIT: \_\_\_\_\_

**CONTRACT**

THIS AGREEMENT IS NON-CANCELABLE AND IRREVOCABLE. IT CANNOT BE TERMINATED, PLEASE READ CAREFULLY BEFORE SIGNING. YOU AGREE THAT THIS AGREEMENT AND ANY CLAIM RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE IN WHICH OUR (OR, IF WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE'S) PRINCIPAL PLACE OF BUSINESS IS LOCATED AND ANY DISPUTE CONCERNING THIS AGREEMENT WILL BE ADJUDICATED IN A FEDERAL OR STATE COURT IN SUCH STATE, YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN SUCH COURTS AND WAIVE TRANSFER OF VENUE. EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL.

**CUSTOMER'S AUTHORIZED SIGNATURE**

BY SIGNING THIS PAGE, YOU REPRESENT TO US THAT YOU HAVE RECEIVED AND READ THE ADDITIONAL TERMS AND CONDITIONS APPEARING ON THE SECOND PAGE OF THIS TWO-PAGE AGREEMENT. THIS AGREEMENT IS BINDING UPON OUR ACCEPTANCE HEREOF.

(As Stated Above) Lynn Bauter Finance Officer 2/19/2020  
 CUSTOMER SIGNATURE PRINT NAME & TITLE DATE

**OWNER**

AnaCon Leasing, Inc.  
 OWNER SIGNATURE PRINT NAME & TITLE DATE

1600 North A Avenue, Sioux Falls, South Dakota 57104

**UNCONDITIONAL GUARANTY**

The undersigned, jointly and severally if more than one, unconditionally guarantee(s) that the Customer will timely perform all obligations under the Agreement. The undersigned also waive(s) any notification if the Customer is in default and consent(s) to any extensions or modifications granted to the Customer. In the event of default, the undersigned will immediately pay all sums due under the terms of the Agreement without requiring us or our assignee to proceed against Customer or any other party or exercise any rights in the Equipment. The undersigned, as to this guaranty, agree(s) to the designated forum and consent(s) to personal jurisdiction, venue, and choice of law as stated in the Agreement, agree(s) to pay all costs and expenses, including attorney fees, incurred by us or our assignee related to this guaranty and the Agreement, waive(s) a jury trial and transfer of venue, and authorize(s) obtaining credit reports.

SIGNATURE: X INDIVIDUAL: \_\_\_\_\_ DATE: \_\_\_\_\_  
 SIGNATURE: X INDIVIDUAL: \_\_\_\_\_ DATE: \_\_\_\_\_

**ADDITIONAL TERMS AND CONDITIONS**

1. **AGREEMENT.** You want us to now provide you the equipment and/or software referenced herein, together with all replacements, parts, repairs, additions and accessions incorporated therein or attached hereto, excluding equipment marked as not financed under this Agreement ("Equipment") and you unconditionally agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date. This Agreement is binding upon our acceptance hereof and will begin on the date the Equipment is delivered to you or any later date we designate. If we designate a later commencement date, you agree to pay us an additional amount equal to the periodic payments due under this Agreement prorated for the period between the date the Equipment is delivered to you and the commencement date. We may charge you a one-time origination fee of \$89.50. If any amount payable to us is not paid when due, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six dollars (\$26.00); or 2) the highest lawful charge. If less. Any security deposit will be commingled with our assets, will not earn interest, and will be returned at the end of the term, provided you are not in default. We may charge you a fee of up to \$500.00 for filing, searching and/or billing costs required under the Uniform Commercial Code (UCC) or other laws. If for any reason your check is returned for nonpayment, you will pay us a bad check charge of \$30 or, if less, the maximum charge allowed by law.
2. **NET AGREEMENT. THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM. YOU AGREE THAT YOU ARE UNCONDITIONALLY OBLIGATED TO PAY ALL AMOUNTS DUE UNDER THIS AGREEMENT FOR THE ENTIRE TERM. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST AMOUNTS DUE UNDER THIS AGREEMENT FOR ANY REASON.**
3. **COPY CHARGES AND OVERAGES.** You are entitled to make the total number of copies shown under Copy Allowance (or Total Consolidated Copy Allowance, if applicable) each period during the term of this Agreement. If you make more than the allowed copies in any period, you will pay us an additional amount equal to the number of the excess copies made during such period multiplied by the applicable Excess Per Copy Charge. Regardless of the number of copies made in any period, you will never pay less than the Base Payment Amount. You agree to provide us with the actual meter readings on any business day as designated by us, provided that we may estimate the number of copies used if such meter readings are not received within five days after being requested. We will adjust the estimated charge for excess copies upon receipt of actual meter readings. You agree that the Base Payment Amount and the Excess Per Copy Charges may be proportionately increased at any time if our estimated average page coverage is exceeded. After the end of the first year of this Agreement and not more than once each successive twelve-month period thereafter, the Base Payment Amount and the Excess Per Copy Charges (and, at our election, the Base Payment Amount and Excess Per Copy Charges under any subsequent agreements between you and us that incorporate the terms hereof) may be increased by a maximum of 10% of the then existing payment or charge. Copies made on equipment marked as not financed under this Agreement will be included in determining your copy and overage charges.
4. **EQUIPMENT USE.** You will keep the Equipment in good working order, free and clear of all liens and claims, use it for business purposes only and not modify or move it from its initial location without our consent. You agree that you will not take the Equipment out of service and have a third party pay (or provide funds to pay) the amounts due hereunder. You will comply with all laws, ordinances, regulations, requirements and rules relating to the use and operation of the Equipment. We will have the right, at any reasonable time, to inspect the Equipment and any documents relating to its use, maintenance and repair.
5. **SERVICES/SUPPLIES.** If we have entered into a separate arrangement with you for maintenance, service, supplies, etc. with respect to the Equipment, payments under this Agreement may include amounts owed under that arrangement, which amounts may be invoiced as one payment for your convenience. You agree that you will look solely to us for performance under any such arrangement and for the delivery of any applicable supplies.
6. **SOFTWARE/DATA.** Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for protecting and removing any confidential data/images stored in the Equipment prior to its return for any reason.
7. **LIMITATION OF WARRANTIES. EXCEPT TO THE EXTENT THAT WE HAVE PROVIDED YOU A WARRANTY IN WRITING, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU CHOSE ANY/ALL THIRD-PARTY SERVICE PROVIDERS BASED ON YOUR JUDGMENT. YOU MAY CONTACT US OR THE MANUFACTURER FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.**
8. **ASSIGNMENT.** You may not sell, assign, or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement and our rights in the Equipment, in whole or in part, to a third party without notice to you. You agree that if we do so, our assignee will have our assigned rights under this Agreement but none of our obligations and will not be subject to any claim, defense, or set-off that may be assertable against us or anyone else.
9. **LOSS OR DAMAGE.** You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. Any insurance proceeds received relating to insurance you obtain will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 2% per annum. Except for claims, losses, or damages caused by our gross negligence or willful misconduct, you agree to indemnify us and our assignee, if applicable, against any claims, losses, or damages, including attorney fees, in any way relating to the Equipment or data stored on it. In no event will we be liable for any consequential or indirect damages.
10. **INSURANCE.** You agree to maintain commercial general liability insurance acceptable to us and to include us as an additional insured on the policy. You also agree to: 1) keep the Equipment fully insured against loss at its replacement cost, with us named as lender's loss payee; and 2) provide proof of insurance satisfactory to us no later than 30 days following the commencement of this Agreement, and thereafter upon our written request. If you fail to maintain property loss insurance satisfactory to us and/or you fail to timely provide proof of such insurance, we have the option, but not the obligation, to do so as provided in either (A) or (B) as follows, as determined in our discretion: (A) We may secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received relating to insurance we obtain pursuant to this subsection (A) will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 2% per annum. (B) We may charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk administrative costs or other costs, as would be further described on a letter from us to you. We may make a profit on this program. NOTHING IN THIS SECTION WILL RELIEVE YOU OF YOUR RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to loss or damage to the Equipment.
11. **TAXES.** We own the Equipment. You will pay when due, either directly or by reimbursing us, all taxes and fees relating to the Equipment and this Agreement, including estimated final-year personal property tax. If we pay any taxes or other expenses that you owe hereunder, you agree to reimburse us when we request and to pay us a processing fee for each expense or charge we pay on your behalf. Sales or use tax due upfront will be payable over the term with a finance charge. If this Agreement is deemed to be a secured transaction, you hereby grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us, to be released at the end of the term provided you have performed all of your obligations under this Agreement.
12. **END OF TERM.** At the end of the term of this Agreement (or any renewal term) (the "End Date"), this Agreement will renew for an additional one-year period under the same terms unless a) you provide us written notice, at least 60 days prior to the End Date, of your intent to return the Equipment, and b) you timely return the Equipment to the location designated by us, at your expense. If the returned Equipment is not immediately available for use by another without need of repair, you will reimburse us for all repair costs. You cannot pay off this Agreement or return the Equipment prior to the End Date without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the price of the Equipment. We may also require you to pay us a fee equal to your average monthly excess copies charge over the term of the Agreement to date, multiplied by the number of months then remaining in the minimum term of the Agreement.
13. **DEFAULT AND REMEDIES.** You will be in default if: (a) you do not pay any payment or other sum due to us or any other person when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or any material agreement with any other entity, (b) you make or have made any false statement or misrepresentation to us, (c) you or any guarantor dies, dissolves or terminates existence, (d) there has been a material adverse change in your or any guarantor's financial, business or operating condition, or (e) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can terminate this Agreement and we may require that you return the Equipment to us at your expense and pay us: 1) all past due amount and 2) all remaining payments for the unexpired term, plus our booked residual, both discounted at 2% per annum. We may also use all other legal remedies available to us, including disabling or repossessing the Equipment and may require you to stop using any software. You agree to pay all our costs and expenses, including reasonable attorney fees and repossession costs, incurred in enforcing this Agreement. You also agree to pay interest on all past due amounts, from the due date, at 1.5% per month. Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.
14. **UCC.** If we assign rights in this Agreement for financing purposes, you agree that this Agreement, in the hands of our assignee, is, or shall be treated as, a "Finance Lease" as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). You agree to forgo the rights and remedies provided under sections 507-522 of Article 2A of the UCC.
15. **LIMITATION ON CHARGES.** This section controls over every other part of this Agreement and over all documents now or later pertaining to the Agreement. We both intend to comply with all applicable laws. In no event will we charge or collect any amounts in excess of those allowed by applicable law. Any part of this Agreement that could, but for this section, be read under any circumstance to allow for a charge higher than that allowable under applicable legal limit, is limited and modified by this section to limit the amounts chargeable under the Agreement to the maximum amount allowed under the legal limit. If in any circumstance, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by us in excess of that legally allowed will be applied by us to the payment of amounts legally owed under the Agreement, or refunded to you.
16. **MISCELLANEOUS.** This Agreement is the entire agreement between you and us relating to our providing and your use of the Equipment and supersedes any prior representations or agreements, including any purchase orders. Amounts payable under this Agreement, including any estimated tax payments, may include a profit to us. The parties agree that this Agreement and any related documents hereto may be authenticated by electronic means. The parties agree that the original hereof for enforcement and perfection purposes, and the sole "record" constituting "chattel paper" under the UCC, is the paper copy hereof bearing (i) the original or a copy of either your manual signature or an electronically applied indication of your intent to enter into this Agreement, and (ii) our original manual signature. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or any related documents hereto manually. If a court finds any provision of this Agreement unenforceable, the remaining terms of this Agreement shall remain in effect. You authorize us to either insert or correct the Agreement number, serial numbers, model numbers, beginning date, and signature data. All other modifications to the Agreement must be in writing, signed by each party. Within 30 days after our request, you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof.

*Proposed New Contract*



**COST PER COPY AGREEMENT**

AGREEMENT NO.

**CUSTOMER ("you" or "your")**

Town of Hermosa FEDERAL TAX ID #: 46-6000189

ADDRESS:  SEE ATTACHED SCHEDULE

**EQUIPMENT AND PAYMENT TERMS**

TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES	NOT FINANCED UNDER THIS AGREEMENT	QTY	BEGINNING METER READING		MONTHLY COPY ALLOWANCE		EXCESS PER COPY CHARGE (PLUS TAX)	
			B&W	COLOR	B&W	COLOR	B&W	COLOR
Ricoh IM C4510	<input type="checkbox"/>	1			11500	1000	0.0068	0.044
	<input type="checkbox"/>	0						
	<input type="checkbox"/>	0						
	<input type="checkbox"/>	0						
	<input type="checkbox"/>	0						
	<input type="checkbox"/>	0						
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	<input type="checkbox"/>	0						
	<input type="checkbox"/>	0						
TOTAL CONSOLIDATED MONTHLY COPY ALLOWANCE AND EXCESS PER COPY CHARGES (IF CONSOLIDATED)*								

EQUIPMENT LOCATION: 230 Main Street Hermosa SD 57744 METER FREQUENCY: **Monthly**  
 TERM IN MONTHS: 63 MONTHLY BASE PAYMENT AMOUNT: \$ 535.72 (\*PLUS TAX)  
 SECURITY DEPOSIT: NA

**CONTRACT**

THIS AGREEMENT IS NON-CANCELABLE AND IRREVOCABLE. IT CANNOT BE TERMINATED. PLEASE READ CAREFULLY BEFORE SIGNING. YOU AGREE THAT THIS AGREEMENT AND ANY CLAIM RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE IN WHICH OUR (OR, IF WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE'S) PRINCIPAL PLACE OF BUSINESS IS LOCATED AND ANY DISPUTE CONCERNING THIS AGREEMENT WILL BE ADJUDICATED IN A FEDERAL OR STATE COURT IN SUCH STATE. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN SUCH COURTS AND WAIVE TRANSFER OF VENUE. EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL.

**CUSTOMER'S AUTHORIZED SIGNATURE**

BY SIGNING THIS PAGE, YOU REPRESENT TO US THAT YOU HAVE RECEIVED AND READ THE ADDITIONAL TERMS AND CONDITIONS APPEARING ON THE SECOND PAGE OF THIS TWO-PAGE AGREEMENT. THIS AGREEMENT IS BINDING UPON OUR ACCEPTANCE HEREOF.

(As Stated Above) X Terri Cornelison  
 CUSTOMER SIGNATURE PRINT NAME & TITLE DATE

**OWNER**

AnaCon Leasing, Inc.  
 OWNER SIGNATURE PRINT NAME & TITLE DATE

1600 North A Avenue, Sioux Falls, South Dakota 57104

**UNCONDITIONAL GUARANTY**

The undersigned, jointly and severally if more than one, unconditionally guarantee(s) that the Customer will timely perform all obligations under the Agreement. The undersigned also waive(s) any notification if the Customer is in default and consent(s) to any extensions or modifications granted to the Customer. In the event of default, the undersigned will immediately pay all sums due under the terms of the Agreement without requiring us or our assignee to proceed against Customer or any other party or exercise any rights in the Equipment. The undersigned, as to this guaranty, agree(s) to the designated forum and consent(s) to personal jurisdiction, venue, and choice of law as stated in the Agreement, agree(s) to pay all costs and expenses, including attorney fees, incurred by us or our assignee related to this guaranty and the Agreement, waive(s) a jury trial and transfer of venue, and authorize(s) obtaining credit reports.

SIGNATURE: X INDIVIDUAL: DATE:  
 SIGNATURE: X INDIVIDUAL: DATE:

**ADDITIONAL TERMS AND CONDITIONS**

1. **AGREEMENT.** You want us to now provide you the equipment and/or software referenced herein, together with all replacements, parts, repairs, additions and accessories incorporated therein or attached thereto, excluding equipment marked as not financed under this Agreement ("Equipment") and you unconditionally agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date. This Agreement is binding upon our acceptance hereof and will begin on the date the Equipment is delivered to you or any later date we designate. If we designate a later commencement date, you agree to pay us an additional amount equal to the periodic payments due under this Agreement prorated for the period between the date the Equipment is delivered to you and the commencement date. We may charge you a one-time origination fee of \$125.00. If any amount payable to us is not paid when due, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six dollars (\$26.00); or 2) the highest lawful charge, if less. Any security deposit will be commingled with our assets, will not earn interest, and will be returned at the end of the term, provided you are not in default. We may charge you a fee of up to \$50.00 for filing, searching and/or billing costs required under the Uniform Commercial Code (UCC) or other laws. If for any reason your check is returned for nonpayment, you will pay us a bad check charge of \$30 or, if less, the maximum charge allowed by law.
2. **NET AGREEMENT. THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM. YOU AGREE THAT YOU ARE UNCONDITIONALLY OBLIGATED TO PAY ALL AMOUNTS DUE UNDER THIS AGREEMENT FOR THE ENTIRE TERM. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST AMOUNTS DUE UNDER THIS AGREEMENT FOR ANY REASON.**
3. **COPY CHARGES AND OVERAGES.** You are entitled to make the total number of copies shown under Copy Allowance (or Total Consolidated Copy Allowance, if applicable) each period during the term of this Agreement. If you make more than the allowed copies in any period, you will pay us an additional amount equal to the number of the excess copies made during such period multiplied by the applicable Excess Per Copy Charge. Regardless of the number of copies made in any period, you will never pay less than the Base Payment Amount. You agree to provide us with the actual meter readings on any business day as designated by us, provided that we may estimate the number of copies used if such meter readings are not received within five days after being requested. We will adjust the estimated charge for excess copies upon receipt of actual meter readings. You agree that the Base Payment Amount and the Excess Per Copy Charges may be proportionately increased at any time if our estimated average page coverage is exceeded. After the end of the first year of this Agreement and not more than once each successive twelve-month period thereafter, the Base Payment Amount and the Excess Per Copy Charges (and, at our election, the Base Payment Amount and Excess Per Copy Charges under any subsequent agreements between you and us that incorporate the terms hereof) may be increased by a maximum of 10% of the then existing payment or charge. Copies made on equipment marked as not financed under this Agreement will be included in determining your copy and overage charges.
4. **EQUIPMENT USE.** You will keep the Equipment in good working order, free and clear of all liens and claims, use it for business purposes only and not modify or move it from its initial location without our consent. You agree that you will not take the Equipment out of service and have a third party pay (or provide funds to pay) the amounts due hereunder. You will comply with all laws, ordinances, regulations, requirements and rules relating to the use and operation of the Equipment. We will have the right, at any reasonable time, to inspect the Equipment and any documents relating to its use, maintenance and repair.
5. **SERVICES/SUPPLIES.** If we have entered into a separate arrangement with you for maintenance, service, supplies, etc. with respect to the Equipment, payments under this Agreement may include amounts owed under that arrangement, which amounts may be invoiced as one payment for your convenience. You agree that you will look solely to us for performance under any such arrangement and for the delivery of any
6. **SOFTWARE/DATA.** Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return for any reason.
7. **LIMITATION OF WARRANTIES. EXCEPT TO THE EXTENT THAT WE HAVE PROVIDED YOU A WARRANTY IN WRITING, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU CHOSE ANY/ALL THIRD-PARTY SERVICE PROVIDERS BASED ON YOUR JUDGMENT. YOU MAY CONTACT US OR THE MANUFACTURER FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.**
8. **ASSIGNMENT.** You may not sell, assign, or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement and our rights in the Equipment, in whole or in part, to a third party without notice to you. You agree that if we do so, our assignee will have our assigned rights under this Agreement but none of our obligations and will not be subject to any claim, defense, or set-off that may be assertable against us or anyone else.
9. **LOSS OR DAMAGE.** You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. Any insurance proceeds received relating to insurance you obtain will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 2% per annum. Except for claims, losses, or damages caused by our gross negligence or willful misconduct, you agree to indemnify us and our assignee, if applicable, against any claims, losses, or damages, including attorney fees, in any way relating to the Equipment or data stored on it. In no event will we be liable for any consequential or indirect damages.
10. **INSURANCE.** You agree to maintain commercial general liability insurance acceptable to us and to include us as an additional insured on the policy. You also agree to: 1) keep the Equipment fully insured against loss at its replacement cost, with us named as lender's loss payee; and 2) provide proof of insurance satisfactory to us no later than 30 days following the commencement of this Agreement, and thereafter upon our written request. If you fail to maintain property loss insurance satisfactory to us and/or you fail to timely provide proof of such insurance, we have the option, but not the obligation, to do so as provided in either (A) or (B) as follows, as determined in our discretion: (A) We may secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received relating to insurance we obtain pursuant to this subsection (A) will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 2% per annum. (B) We may charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk administrative costs or other costs, as would be further described on a letter from us to you. We may make a profit on this program. NOTHING IN THIS SECTION WILL RELIEVE YOU OF YOUR RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to loss or damage to the Equipment.
11. **TAXES.** We own the Equipment. You will pay when due, either directly or by reimbursing us, all taxes and fees relating to the Equipment and this Agreement, including estimated final-year personal property tax. If we pay any taxes or other expenses that you owe hereunder, you agree to reimburse us when we request and to pay us a processing fee for each expense or charge we pay on your behalf. Sales or use tax due upfront will be payable over the term with a finance charge. If this Agreement is deemed to be a secured transaction, you hereby grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us, to be released at the end of the term provided you have performed all of your obligations under this Agreement.
12. **END OF TERM.** At the end of the term of this Agreement (or any renewal term) (the "End Date"), this Agreement will renew for an additional one-year period under the same terms unless a) you provide us written notice, at least 60 days prior to the End Date, of your intent to return the Equipment, and b) you timely return the Equipment to the location designated by us, at your expense. If the returned Equipment is not immediately available for use by another without need of repair, you will reimburse us for all repair costs. You cannot pay off this Agreement or return the Equipment prior to the End Date without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the price of the Equipment. We may also require you to pay us a fee equal to your average monthly excess copies charge over the term of the Agreement to date, multiplied by the number of months then remaining in the minimum term of the Agreement.
13. **DEFAULT AND REMEDIES.** You will be in default if: (a) you do not pay any payment or other sum due to us or any other person when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or any material agreement with any other entity, (b) you make or have made any false statement or misrepresentation to us, (c) you or any guarantor dies, dissolves or terminates existence, (d) there has been a material adverse change in your or any guarantor's financial, business or operating condition, or (e) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can terminate this Agreement and we may require that you return the Equipment to us at your expense and pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term, plus our booked residual, both discounted at 2% per annum. We may also use all other legal remedies available to us, including disabling or repossessing the Equipment, and may require you to stop using any software. You agree to pay all our costs and expenses, including reasonable attorney fees and repossession costs, incurred in enforcing this Agreement. You also agree to pay interest on all past due amounts, from the due date, at 1.5% per month. Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.
14. **UCC.** If we assign rights in this Agreement for financing purposes, you agree that this Agreement, in the hands of our assignee, is, or shall be treated as, a "Finance Lease" as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). You agree to forgo the rights and remedies provided under sections 507-522 of Article 2A of the UCC.
15. **LIMITATION ON CHARGES.** This section controls over every other part of this Agreement and over all documents now or later pertaining to the Agreement. We both intend to comply with all applicable laws. In no event will we charge or collect any amounts in excess of those allowed by applicable law. Any part of this Agreement that could, but for this section, be read under any circumstance to allow for a charge higher than that allowable under applicable legal limit, is limited and modified by this section to limit the amounts chargeable under the Agreement to the maximum amount allowed under the legal limit. If in any circumstance, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by us in excess of that legally allowed will be applied by us to the payment of amounts legally owed under the Agreement, or refunded to you.
16. **MISCELLANEOUS.** This Agreement is the entire agreement between you and us relating to our providing and your use of the Equipment and supersedes any prior representations or agreements, including any purchase orders. Amounts payable under this Agreement, including any estimated tax payments, may include a profit to us. The parties agree that this Agreement and any related documents hereto may be authenticated by electronic means. The parties agree that the original hereof for enforcement and perfection purposes, and the sole "record" constituting "chattel paper" under the UCC, is the paper copy hereof bearing (i) the original or a copy of either your manual signature or an electronically applied indication of your intent to enter into this Agreement, and (ii) our original manual signature. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or any related documents hereto manually. If a court finds any provision of this Agreement unenforceable, the remaining terms of this Agreement shall remain in effect. You authorize us to either insert or correct the Agreement number, serial numbers, model numbers, beginning date, and signature date. All other modifications to the Agreement must be in writing signed by each party. Within 30 days after our request, you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof.



Business Solutions

Application

1600 North A Avenue • Sioux Falls, SD 57104 • Phone: 605.335.8520 • Fax: 605.335.8942

**CUSTOMER INFORMATION**

LEGAL COMPANY NAME/ CUSTOMER NAME Town of Hermosa		ADDRESS 230 Main Street, Hermosa SD 57744		
CITY Hermosa	STATE SD	ZIP 57744	PHONE (605) 255-4291	FED. TAX I.D. # (Required)
CONTACT PERSON Terri Cornelison	E-MAIL ADDRESS terri@hermosasd.com		TYPE OF BUSINESS <input type="checkbox"/> Corporation <input type="checkbox"/> Proprietorship <input type="checkbox"/> Partnership	STATE OF INCORPORATION SD
# OF YEARS IN BUSINESS UNDER CURRENT OWNERSHIP	# OF EMPLOYEES		DESCRIPTION OF BUSINESS Municipality	
BILLING ADDRESS (IF DIFFERENT FROM ABOVE)		CITY	STATE	ZIP
BILLING CONTACT PERSON (Required) Terri Cornelison		BILLING E-MAIL ADDRESS (Required) terri@hermosasd.com		

**RENTAL INFORMATION**

MACHINE DESCRIPTION Ricoh IM C4510, ,	PAYMENT AMOUNT \$535.72
PRODUCT COST	RENTAL TERM 63

**PERSONAL DATA**

NAME OF OWNER #1	TITLE	NAME OF OWNER # 2	TITLE
ADDRESS	CITY/STATE/ZIP	ADDRESS	CITY/STATE/ZIP
HOME PHONE	DATE OF BIRTH	HOME PHONE	DATE OF BIRTH
SOCIAL SECURITY #	OWNERSHIP %	SOCIAL SECURITY #	OWNERSHIP %

**REFERENCE DATA**

LIST PRESENT BANK(S) - PREVIOUS BANK IS REQUIRED IF APPLICANT HAS BEEN AT PRESENT BANK LESS THAN TWO YEARS

PRESENT BANK OF APPLICANT		PREVIOUS OR SECOND BANK OF APPLICANT	
BRANCH	PHONE	BRANCH	PHONE
NAME OF BANK OFFICER	ACCT. #	NAME OF BANK OFFICER	ACCT. #
TRADE REFERENCES - NAME AND ADDRESS		PHONE	CONTACT

Each Individual signing below certifies that the information provided in this credit application is accurate and complete. Each individual signing below authorizes you or any assignee or funding source which may be utilized (collectively referred to as "Lenders") to obtain information from the references listed above and obtain a consumer credit report that will be on going and relate not only to the evaluation and/or extension of the business credit requested, but also for purposes of reviewing the account, increasing the credit line on the account (if applicable), taking collection action on the account, and for any other legitimate purpose associated with the account as may be needed from time to time. Each individual signing below further waives any right or claim which such individual would otherwise have under the Fair Credit Reporting Act in the absence of this continuing consent.

X	Terri Cornelison	
OWNER #1 - SIGNATURE	SIGNER'S PRINTED NAME	DATE
X		
OWNER #2 - SIGNATURE	SIGNER'S PRINTED NAME	DATE

**ECOA NOTICE (TO BE RETAINED BY APPLICANT)**

Thank you for your business credit application. We will review it carefully and get back to you promptly. If your application for business credit is denied, you have the right to a written statement of the specific reasons for the denial. To obtain that statement, please contact us within 60 days from the date that you are notified of our decision. We will send you a written statement of the reasons for the denial within 30 days of your request for the statement. NOTICE: The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract), because all or part of the applicant's income derives from any public assistance program; or because the applicant has, in good faith, exercised any right under the Consumer Credit Protection Act. The federal agency that administers our compliance with this law is the Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.

**IMPORTANT NEW CUSTOMER INFORMATION**

To help the government fight the funding of terrorism and money laundering activities, Federal law requires financial institutions to obtain, verify and record identifying information on new customers. The personal data requested above will allow us to identify each person signing this application. We may also ask for copies of driver's licenses or other identifying documents.

**Certificate Of Completion**

Envelope Id: 7D1F9CF7BD6B496D9CD78B71F88A8971  
 Subject: Complete with DocuSign: Town of Hermosa CPC and Credit App.pdf  
 Source Envelope:  
 Document Pages: 3  
 Certificate Pages: 4  
 AutoNav: Enabled  
 Enveloped Stamping: Enabled  
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Delivered

Envelope Originator:  
 Eric Koehler  
 1600 N A Ave  
 Sioux Falls, SD 57104  
 eric.koehler@abbusiness.com  
 IP Address: 24.111.1.82

**Record Tracking**

Status: Original  
 3/27/2024 1:58:54 PM

Holder: Eric Koehler  
 eric.koehler@abbusiness.com

Location: DocuSign

**Signer Events**

Terri Cornellison  
 terri@hermosasd.com  
 Security Level: Email, Account Authentication  
 (None)

**Signature**

**Timestamp**

Sent: 3/27/2024 2:04:50 PM  
 Viewed: 3/27/2024 2:28:54 PM

**Electronic Record and Signature Disclosure:**  
 Accepted: 3/27/2024 2:28:54 PM  
 ID: 4f9b43bf-ca15-4395-8f8a-907802d60bdc

**In Person Signer Events**

**Signature**

**Timestamp**

**Editor Delivery Events**

**Status**

**Timestamp**

**Agent Delivery Events**

**Status**

**Timestamp**

**Intermediary Delivery Events**

**Status**

**Timestamp**

**Certified Delivery Events**

**Status**

**Timestamp**

**Carbon Copy Events**

**Status**

**Timestamp**

**Witness Events**

**Signature**

**Timestamp**

**Notary Events**

**Signature**

**Timestamp**

**Envelope Summary Events**

**Status**

**Timestamps**

Envelope Sent  
 Certified Delivered

Hashed/Encrypted  
 Security Checked

3/27/2024 2:04:50 PM  
 3/27/2024 2:28:54 PM

**Payment Events**

**Status**

**Timestamps**

**Electronic Record and Signature Disclosure**

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, A&B Business Solutions (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact A&B Business Solutions:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by phone call: 6053358520

To contact us by email send messages to: corporatsales@abbusiness.com

**To advise A&B Business Solutions of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at corporatsales@abbusiness.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

**To request paper copies from A&B Business Solutions**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to corporatesales@abbusiness.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with A&B Business Solutions**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to corporatsales@abbusiness.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify A&B Business Solutions as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by A&B Business Solutions during the course of your relationship with A&B Business Solutions.

12E

HERMOSA TOWN BOARD  
TRACKING ISSUES

Street signs

Intersection at south entrance of school  
5<sup>th</sup> and Main (north of school)

Decommission the 2003 Chevy Tahoe at an estimated cost of \$1000 and request to surplus 2003 Chevy Tahoe plus any equipment removed from the vehicle that cannot be used in a future vehicle; and surplus the tires from the 2012 Chevy Tahoe via Ramsey Auctions to auction surplus items for the Town of Hermosa at 6% vehicle sales commission and 15% other items sales commission

Bond Schedule

Shorb's easement requirements owed to them by town

Water Connection Issue – 355 Main Street

Future Agenda Item-repair concrete bridge

SBI

Town Office parking/lower level

Annexation: Voluntary Annexation  
Andersen Engineers

Survey; Locate 9 Corners

Town office camera system investigation

Requirement drainage on Lone Coyote Development and Carriage Hills

Feasibility study for placing water, and sewer along Whitney Street from east of the railroad to Highway 79 to submit to SDDANR for funding/grants

FYI

# ZEBRA MUSSELS INVADE SOUTH DAKOTA WATERWAYS

*Tanner Davis, Aquatic Invasive Species Coordinator  
South Dakota Game, Fish and Parks*

Zebra mussels are a small invasive mollusk (clam) that originated in Eastern Europe and first arrived in the U.S. in the mid-1980s. Zebra mussels were first found in the Lake St. Clair near Detroit, MI and since have spread throughout the Mississippi River drainage (Missouri, Arkansas, Tennessee, and Ohio Rivers). Populations also exist in the Western U.S.. Adults range in size, anywhere between ½ inch to 2 inches and can rapidly spread under the right conditions. Larval zebra mussels, called veligers, can spread by water transfer and veligers are so small they are invisible to the naked eye which adds to their invasiveness and ease of incidental transfer. Adults will attach to hardy surfaces and vegetation and for this reason, South Dakota Game, Fish & Parks enforces recreationalists to stay Clean. Drain. Dry. between waterbodies to help slow the spread. Always make sure to pull all plugs on your watercraft and don't transport any water, vegetation, mud or other organic matter from one body of water to the next. Below are the list of impacted waters in South Dakota.

## History of initial positive detections of Zebra Mussel

- 2014 Lewis and Clark Lake
- 2015 Missouri River below Gavins Point Dam
- 2015 McCook Lake
- 2018 Lake Yankton
- 2019 Lakes Sharpe and Francis Case
- 2020 Lake Cochrane, Kampeska, Pickerel and Dahme Quarry
- 2021 Lake Mitchell
- 2022 Enemy Swim, Blue Dog, Clear Lake, South Rush and Pactola Reservoir
- 2023 James River/Sand Lake Refuge, Roy Lake, Big Sioux River, Bigstone Lake, Lake Oahe

Please visit [sdleastwanted.sd.gov](http://sdleastwanted.sd.gov) for more information regarding AIS regulations, news/updates, maps, frequently asked questions, media gallery of AIS, and to report any potential AIS you may have found on our citizen monitoring page.



Photo By: Sam Stukel

# THE EFFECTS OF ZEBRA MUSSELS ON RURAL WATER SYSTEMS

**Z**ebra mussels (*Dreissena polymorpha*) 1st discovered in South Dakota in Lewis & Clark Reservoir in 2015 are invasive freshwater mollusks that have spread rapidly across various water bodies. Zebra mussels have been found in many bodies of water in South Dakota, such as the Missouri River, Big Sioux River, Blue Dog Lake, Lake Mitchell, Sand Lake National Refuge on the Jim River, Pactola Lake, and many more. Zebra mussels are small, fingernail-sized mollusks with distinctive zigzag stripes on their shells. They are highly adaptable and can thrive in a wide range of environmental conditions, making them formidable invaders. Zebra mussels are filter feeders, extracting phytoplankton and other particles from the water column, which can lead to competition with native species for resources. The spread of zebra mussels is facilitated by their ability to attach to various structures, including boats, docks, and water intake structures. Once established in a water body, they reproduce prolifically, with each female capable of producing hundreds of thousands of eggs per year. Their larvae, called veligers, can be transported over long distances by water currents.

Zebra mussels have had profound ecological impacts on invaded ecosystems. Their dense colonies can outcompete native species for food and space, leading to declines in native mussel populations. The increased water clarity resulting from their filter feeding can promote the growth of harmful algae, negatively affecting fish populations and disrupting food webs.

The economic consequences of zebra mussel invasions are significant. They can clog water intake pipes, leading to increased maintenance costs for industries and municipalities. Furthermore, the decline in native fisheries and alteration of ecosystems can have long-lasting economic repercussions.

Several strategies have been employed to control and manage zebra mussel populations. Physical methods, such as the use of barriers and underwater mats, aim to prevent the attachment of zebra mussels to structures. Chemical methods, including the use of molluscicides, have been employed, but their environmental impact raises concerns.

These infestations can cause significant problems in water systems, including clogging water intake pipes. Chemical treatment is one of the methods used to control zebra mussels in water intakes. Several chemicals can be effective in treating water to prevent or mitigate zebra mussel infestations. It's important to note that chemical treatment should be done carefully, considering potential environmental impacts and the safety of other aquatic life.

**Here are some chemicals commonly used for the chemical treatment of water intakes for zebra mussels:**

**CHLORINE:** Chlorine is a powerful disinfectant and is often used for controlling zebra mussels. It can be applied as a gas or in various chemical formulations. However, its use requires careful monitoring to prevent harm to non-target organisms and ecosystems.

**QUATERNARY AMMONIUM COMPOUNDS (QACs):** QACs, such as polyquat or benzalkonium chloride, are chemicals that disrupt the membranes of zebra mussels, leading to their mortality. These compounds are often used as part of a rotation strategy to prevent resistance.

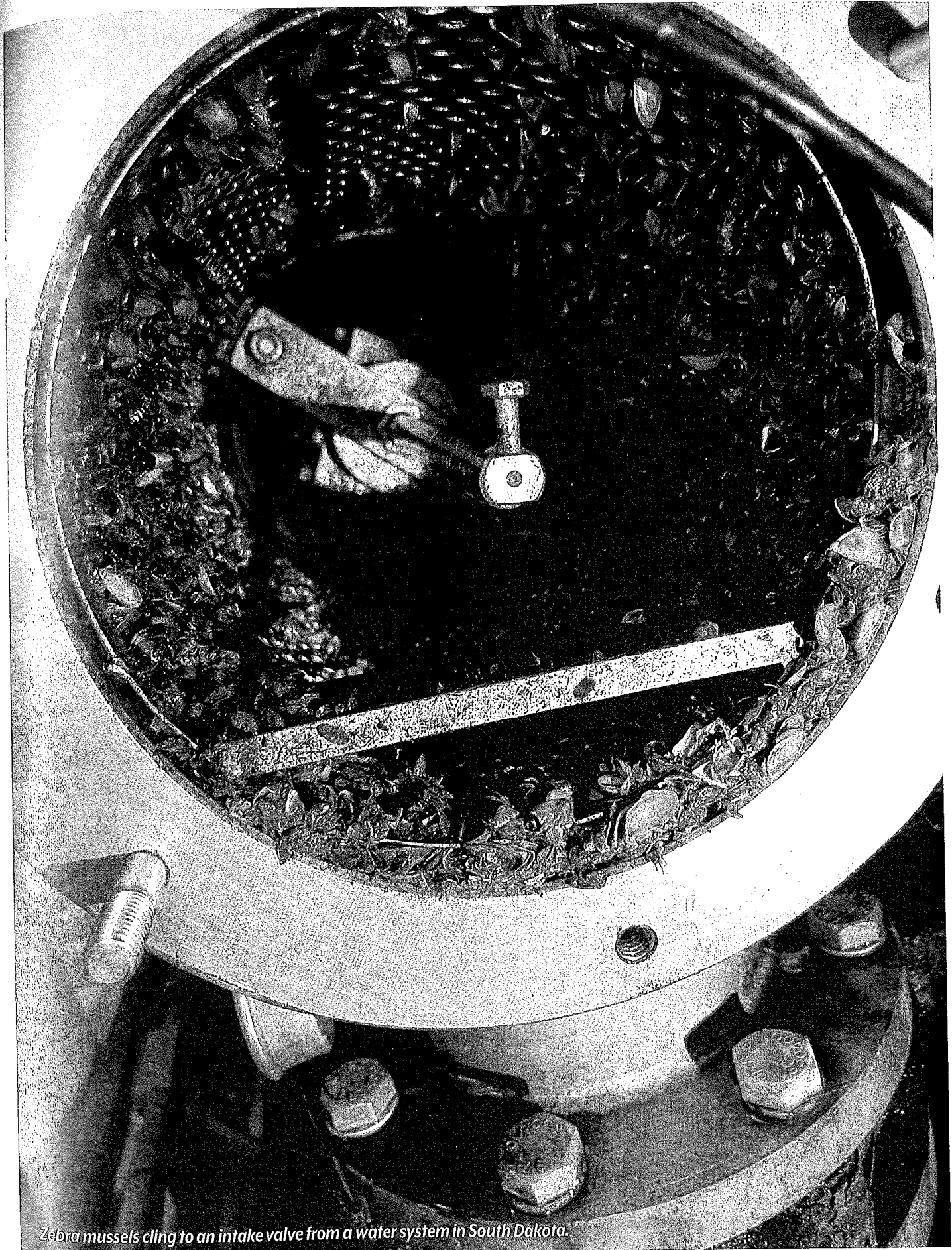
**COPPER-BASED COMPOUNDS:** Copper is toxic to zebra mussels and is commonly used in antifouling coatings on boat hulls and water pump intake screens. Copper sulfate is a chemical option for treating water intakes, but its use needs to be carefully managed due to potential environmental concerns.

**POTASSIUM-BASED COMPOUNDS:** Potassium-based chemicals, such as potassium chloride, can be effective against zebra mussels.

**PEROXIDE-BASED COMPOUNDS:** Hydrogen peroxide is an oxidizing agent that can be used to control zebra mussels. It is generally considered less harmful to the environment than some other chemicals, but its effectiveness may vary.

It's crucial to consult with experts, environmental agencies, and follow state regulations before implementing any chemical treatment. Additionally, regular monitoring is essential to assess the effectiveness of the treatment and minimize potential negative impacts on non-target species and the overall ecosystem. Integrated pest management approaches, combining chemical treatment with physical methods and other control strategies, may provide more sustainable solutions for zebra mussel control in water intakes.

According to Matt Hansen of Hawkins Chemical, "Earthtec QZ is what the majority of water plants/dams are using on the Missouri River. It is the only approved molluscicide in the state of South Dakota and on the Missouri River. It is also NSF 60 certified, and EPA registered. Plants are feeding 1 PPM dose using peristaltic/ diaphragm pumps on manual mode or connected to SCADA. Plants have been feeding out of drums/totes and bulk tanks. Tubing is usually run by a diver from the intake building, down to the intake through PVC pipe to keep weighted to the ground in front of the intake screen. Based on management plan, some plants feed EarthTec QZ year around, turning down the dose in the wintertime to .5 PPM for a maintenance dose. When the water temp drops below 40 degrees Fahrenheit, it discourages colonization."



*Zebra mussels cling to an intake valve from a water system in South Dakota.*