

**HERMOSA TOWN BOARD
WORK SESSION
Tuesday, May 30th, 2023 – 6.00 pm**



- 1) **ROLL CALL:**
 - A) BOT Roll Call: Henrichsen, Holsworth, Kramer, Schumack
 - B) P&Z Roll Call: Harris, Waltman, Irvine, Westergard & Klaski
 - C) Acknowledgement of other attendees

- 2) **CALL FOR CHANGES:**
 - A) Review current agenda items
 - B) Motion to accept the agenda as presented/amended

- 4) **WORK SESSION ITEMS**
 - A. Annexation: Gumbo Lily, Fairgrounds Place, McDermand Street.
 - B. Agreement for performance of services of public works and town maintenance.
 - C. Town sign design
 - D. Grants (Booster/Meters/Streets)
 - E. Contractors ordinance
 - F. Law enforcement contract
 - G. Water bill pay assistant program

- 5) **ITEMS FROM CITIZENS:** No action will be taken (3-minute time limit per speaker)
Meetings of the Board of Trustees are open to the public. The audience may 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 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 identify themselves. The number of presentations and time allotted to individuals may be limited by the board president and individuals shall refrain from discussing personalities. The president at his discretion, may recognize patrons at other times during the board meeting. 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.

- 6) **TRUSTEE INPUT:**

- 8) **ADJOURN:**
Motion by _____; second by _____ to adjourn the meeting at _____ pm.

CHAPTER 112: CONTRACTOR LICENSING

4 E.
Draft

Section

- 112.01 Applicability
- 112.02 Definition
- 112.03 Requirements and obligations
- 112.04 Fees
- 112.05 Conflict

- 112.06 Enforcement
- 112.07 Violations and General Penalty

§ 112.01 APPLICABILITY.

This chapter shall apply to and be enforced in all incorporated areas of the town.
(Ord. 10.11, passed 5-15-2012)

§ 112.02 DEFINITION.

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

BUILDING CONTRACTORS. Includes anyone engaged in the business landscaping, cement or concrete contracting, either vault, form or wall work or as a masonry contract, of a carpenter contractor, or as an excavation contractor, or as a general building contractor, or other structures, sidewalk or street pavements.

(Ord. 10.11, passed 5-15-2012)

§ 112.03 REQUIREMENTS AND OBLIGATIONS.

(A) "Construction" means and includes, but is not limited to, cement or concrete contracting; masonry contracting; carpenter contracting; excavation contracting; lawn sprinkler installers; tree trimmers; all building trade contracting which includes withing limitation to electrical, plumbing, roofing, painting, remodeling, siding, rough framing; all phases of new construction; alterations, additions, repairs, and demolition of structures; street, sidewalk, and pavement, shall be construed as doing business as a contractor in the town and must obtain a contractor's license from the Town Hall, prior to starting work on any construction project.

(B) No person shall make or cause to be made any excavation in or under any street, parking, sidewalk, alley or public ground or remove any earth, soil, paving, gravel or material therefrom without

first having obtained a contractor's license from the Town Hall. This permit will not be required to start emergency work, as may be necessary to protect existing structures; however, the permit shall be obtained the morning of the first working day after the work has commenced.

(C) Any contractor working on municipal water or sewer lines must hold a valid state water and/or state sewer contractor's license, which must be verified and on file with the town.

(D) No connection, hookups or tapping shall be conducted without public works inspection and supervision. Any violations of this requirement will be considered a permit violation, and will be subject to violation fines as outlined within the town's current fee schedule.

(E) A current copy of the applicant's certificate of liability insurance must be on file with the town before a contractor's license will be issued. Should a contractor's insurance renewal become due within the dates of a permitted project within the town, it is the contractor's responsibility to forward an updated copy of their renewed liability insurance prior to its expiration date.

(F) A contractor licensing application must be filled out and completed in its entirety, and signed by the applicant, to be considered for approval of the license by the Town Hall. For renewal purposes, a new contractor licensing application will be required to be submitted for each renewal request.

(G) Any person obtaining a general contractor's license under this section shall not be required to secure an additional license for other building trade with the exception of electricians and plumbers.
(Ord. 10.11, passed 5-15-2012) Penalty, see § 10.99

§ 112.04 FEES.

(A) All fees for all licenses, permits or actions referenced within this chapter shall follow the current fee schedule on file with the town office.

(B) The licensing period shall be between January 1 and December 31 for the term of one year. Licenses will be prorated at half the current price for persons purchasing a contractor's license after September 1 until December 31 of that current year, to become due again on January 1 of the following year.

(Ord. 10.11, passed 5-15-2012)

§ 112.05 CONFLICT.

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

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

(Ord. 10.11, passed 5-15-2012)

112.06 Enforcement

(A) It shall be unlawful to engage in business in the town as a contractor without first having obtained a license, unless the construction is on the permittee's primary residence or on an existing commercial structure under his/her direct ownership. However, if the improvements to the commercial property constitute a structural improvement, a licensed contractor will be required regardless of ownership.

(B) License use restricted. No licensed contractor shall allow their name to be used by any other person directly or indirectly, either to obtain a building permit or to perform work outside their personal supervision. A license is not assignable and shall be valid only for the individual/company in whose name it is issued.

(C) If a contractor is caught working unlicensed within Town limits, a verbal stop-work order is issued, and the contractor is immediately required to get licensed before they can continue working. Non-compliance is also governed by 10.99 GENERAL PENALTY

(D) If complaints are received as to the quality of a licensee's work or that the licensee has violated the adopted Building Code of ordinance violations, including but not limited to violations relating to demolition or construction of buildings, use of streets, replacement of streets, sidewalks or curbs and gutters, or other contract work, then a notice setting a time for a hearing before the town Board of Trustees on either revoking or denying issuance of the license shall be sent to the licensee.

112.07 GENERAL PENALTY

(A) Any person, who violates any of the provisions of this chapter shall upon conviction, be subject to the general penalty provision of 10.99.

License revocations :

If complaints are received as to the quality of a licensee's work or that the licensee has violated the adopted Building Code or ordinance violations, including but not limited to violations relating to demolition or construction of buildings, use of streets, replacement of streets, sidewalks or curbs and gutters, or other contract work, then a notice setting a time for a hearing before the ~~Common Council~~ on either revoking or denying issuance of the license shall be sent to the licensee.



Violations

Town

If a contractor is caught working unlicensed within ~~City~~ limits, a verbal stop-work order is issued and the contractor is immediately required to get licensed before they can continue working. Non-compliance is also governed by ~~the following ordinance~~ and a first offense fine is \$100, second offense is \$200, and the third offense is \$300, plus all applicable licensing fees and ~~penalties~~.



Samples

(A) *Definition.* For the purposes of the ordinance, the term **BUILDING CONTRACTORS** shall mean and include anyone engaged in the business landscaping, cement or concrete contracting, either vault, form or wall work or as a masonry contract, of a carpenter contractor, or as an excavation contractor or as a general building contractor or other-structures, sidewalk or street pavements. Engaging in the construction, repair or alteration of any building, structure, street or sidewalk pavement in the town for which a permit is required under the ordinances of the town, shall be construed as doing business as a contractor in the [redacted]

[redacted] - Contractor and construction defined.

For the purposes of this chapter, the term "contractor" shall be defined as any person, firm or corporation who is engaged in the act of construction, supervision of construction, or excavation on any property within the licensing jurisdiction of the [redacted]

"Construction" means and includes, but is not limited to, ~~cement or concrete contracting; masonry contracting; carpenter contracting; excavation contracting; lawn sprinkler installers; tree trimmers; all building trade contracting which includes within limitation to electrical; plumbing; roofing; painting; remodeling; siding; rough framing; all phases of new construction; alterations; additions; repairs and demolition of structures; street, sidewalk and pavement.~~ [redacted]




License required.

(a) It shall be unlawful to engage in business in the ^{town} city as a contractor without first having obtained a license, unless the construction is on the permittee's primary residence or on an existing commercial structure under his/her direct ownership. However, if the improvements to the commercial property constitute a structural improvement, a licensed contractor will be required, regardless of ownership.



(b) License use restricted. No licensed contractor shall allow their name to be used by any other person directly or indirectly, either to obtain a building permit or to perform work outside their personal supervision. A license is not assignable and shall be valid only for the individual/company in whose name it is issued.



 All subcontractors of all disciplines shall be required to attain their own contractor's license issued by the [redacted] annually. Valid liability insurance coverage and your South Dakota excise tax ID are required for licensing.

Website + on application

Why License?

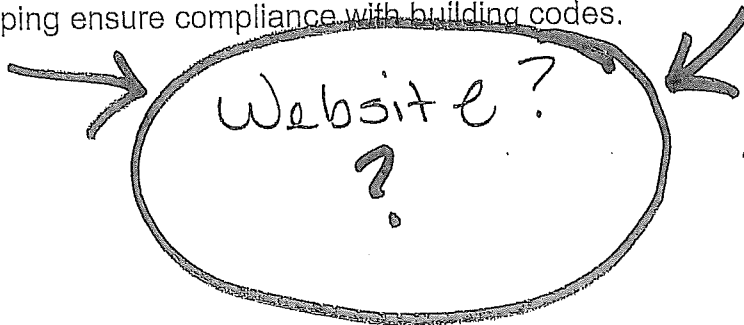
Why does the ^{town} require certain businesses and contractors to be licensed?

The purpose of the licensing requirements is to provide a level of protection to the citizens and visitors of the ^{town} from fraud and misrepresentation. Additionally, to ensure compliance with ^{town} ordinances, and to administer proper land use through quality planning and zoning in accordance with the Comprehensive Plan.

When licensing a contractor or business, the ^{town} is not endorsing the contractor's work quality or the business. Rather, the ^{town} is ensuring that we have basic information on all businesses and contractors operating within ^{town} limits, ensuring they are compliant with all applicable State licensing regulations (including sales and excise tax), and that they carry proper liability insurance. The ^{town} is merely assuring residents that there are some nominal protections in place for residents when they hire or do business with a licensed contractor.

Further, the licensing process allows the ^{town} to be a resource for our residents: When a resident inquires about a particular type of business or contractor, the ^{town} can produce a list of these businesses and their contact information. It is also helpful to have business statistics as our community applies for grants or encourages business and economic development opportunities.

Finally, this process also ensures that once a year, we have the opportunity to remind contractors about what permits they need when doing construction-related work within the ^{town}, helping ensure compliance with building codes.



4 F.

TOWN OF HERMOSA, SOUTH DAKOTA
COUNTY OF CUSTER, SOUTH DAKOTA
LAW ENFORCEMENT AGREEMENT

This Law Enforcement Agreement ("Agreement"), made and entered into this 22 day of July, 2022 by and between the Town of Hermosa, South Dakota, hereinafter referred to as "Town", the County of Custer County, South Dakota, hereinafter referred to as "County", and the Sheriff of Custer County, South Dakota, hereinafter referred to as "Sheriff",

WITNESSETH:

WHEREAS, the Town, County, and Sheriff are desirous of arranging the terms and conditions for the performance of law enforcement within the jurisdiction of the Town by the Sheriff,

TERM

The effective date of this Agreement shall be from JULY 21, 2022 to JULY 21, 2023 (the "Term").

CONSIDERATION

The Town shall pay to the County for those law enforcement services described herein the sum of Eighty Thousand US Dollars (\$80,000) for the Term (which equates to \$6,666.67 per month).

SCOPE OF SERVICE

In addition to the Sheriff's Office normal duties as prescribed by SDCL, the following services as contracted for will be regularly performed within the boundaries of the Town, in addition to a visibility and presence, shall include but not be limited to traffic enforcement, foot patrols, and enforcement of vehicle and traffic related Town Ordinances. The primary patrol and enforcement duties shall be performed by deputies employed by the County and under the direction of the Sheriff. Further, the Sheriff's Office shall provide such coverage twenty-four (24) hours each day, for the duration of this Agreement.

The County is, and shall at all times be deemed to be, an independent contractor. Nothing in this Agreement shall be construed as creating the relationship of employer or employee between the Town and the County or any of the County's agents or employees. To the extent, this Agreement creates a principal-agent relationship between the County and the Town, such relationship confers on the County and its employees the authority to act on the Town's behalf only as to matters covered by this Agreement. The County shall retain all authority for rendition of the services covered by this Agreement, including standards of performance, control of personnel (including discipline), and other matters incidental to the performance of the services by the County. Nothing in this Agreement shall make any employee of the Town a County employee or any employee of the County a Town employee for any purpose, including, but not limited to, withholding of taxes, payment of benefits, worker's compensation, or any other rights or privileges accorded County or Town employees by virtue of their employment.

RECORDS AND REPORTS

The Sheriff will provide an accurate written description tracking and accounting of all calls handled each month. Further, the Sheriff or his designee may attend regular Town Board meeting quarterly, and any other meeting upon request by the Town Board, to provide in-depth and knowledgeable information and input regarding law enforcement matters within the Town, along with the written report of the month's activities.

Correspondence reference, requests, complaints, meetings, and contracts shall be reduced to writing and copied to the Custer County Board of Commissioners.

FACILITIES

All equipment and maintenance required by the Sheriff shall be the responsibility of the County and the Sheriff.

INSURANCE

It is hereby agreed that the County shall provide, through its public liability pool, liability insurance for the Sheriff's Office against false arrest and other related law enforcement service claims.

INDEMNIFICATION

The County hereby agrees to indemnify and hold the Town harmless should the Town be sued as a result of any negligent act or omission by the Sheriff's Office with respect to the scope of service of this agreement.

The Town hereby agrees to indemnify and hold the County harmless should the County be sued as a result of any negligent act or omission by the Town with respect to law enforcement issues.

DEFAULT

Failure of any party to perform as promised under this Agreement shall cause this Agreement to become void upon thirty (30) days written notice to the party deemed to have created the default. In the event that the default is not cured within said 30 day period, all sums paid by the Town during the year the default occurred shall be refunded to the Town on a pro-rata basis.

TERMINATION

This Agreement shall terminate, without cause, upon the written notice of any party to the other two parties by certified mail. Said notice shall be mailed no less than one hundred twenty (120) days prior to the effective termination date.

For the purpose of this contract, cause is defined as the financial proven inability to provide the resources to fulfill the terms of this contract, and/or to provide the funding for the consideration under this contract.

GOVERNING LAW

Unless otherwise agreed in writing, this Agreement and the interpretation thereof shall be governed by the laws of the State of South Dakota. The parties to this Agreement agree that the venue for any legal action pursuant to this Agreement shall be in circuit court, Seventh Judicial Circuit, Custer County, South Dakota.

NOTICE

Notices to be provided under this Agreement shall be given in writing either by hand delivery, or deposited in the United States mail, with sufficient postage, to the following persons:

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

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

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

MISCELLANEOUS

This Agreement may not be modified, amended, or otherwise altered unless mutually agreed upon in writing by the parties hereto.

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

Any assignment, transfer or subcontracting of this Agreement is prohibited, unless written consent is obtained from the other party in writing.

This Agreement embodies the entire agreement of the parties to this Agreement and supersedes all previous communications, representations, or agreements, either verbal or written, between the parties of this Agreement.

This Agreement is intended only to govern the rights and interests of the parties named herein. It is not intended, does not and may not be relied upon, to create any rights, substantial or procedural, enforceable by law by any third party in any matters, civil or criminal.

IN WITNESS WHEREOF, the parties have placed their signatures, the Town of Hermosa, South Dakota, on this Agreement to be signed by its Town Board President and attested by its Clerk, and the County of Custer; its Sheriff, and by order of its Board of County Commissioners, has caused these presents to be subscribed by the chairman of the Board and attested by the Auditor of said Board, all of the day and year written below. This Agreement may be executed in counterparts.

APPROVED and EXECUTED on this 27 day of July, 2022

CUSTER COUNTY BOARD OF COMMISSIONERS



[Signature]
Chairman

7-27-2022
Date

[Signature]
Custer County Sheriff

7-27-2022
Date

ATTEST:

[Signature]
Custer County Deputy Auditor

July 27 2022
Date

APPROVED and EXECUTED on this 22 day of July, 2022

TOWN BOARD OF HERMOSA, SOUTH DAKOTA



[Signature]
Hermosa Town Board President

7-22-22
Date

ATTEST:

[Signature]
Hermosa Town Clerk

7/22/22
Date

[Home](#) >> [Law Enforcement Resources](#) >> [Law Enforcement Training](#) >> Basic Certification

[Additional Resources](#)

Basic Officer Certification

All full-time and part-time law enforcement officers are required to be certified within their first year of employment, including elected officials. Certification is obtained by successfully completing Law Enforcement Training's Basic Certification Course (520 hours).

Law Enforcement Training hosts three Basic Courses per year at the George S. Mickelson Criminal Justice Center located in Pierre, South Dakota.

Officers may also receive certification by meeting all requirements for [reciprocity](#) as approved by the commission.

Students in the Basic Course receive training on police policies and procedures, non-emergency and emergency response, criminal investigations, legal aspects and human (social) behavior. Students must also demonstrate proficiency in firearms, use of force, emergency vehicle operations, and defensive tactics.

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Utility Billing - Energy Assistance Audit Report



— On this page

> Energy Assistance Audit Report



Reports

Energy Assistance Audit Report

The **Energy Assistance Audit Report** provides an audit of customer's energy assistance for a specific time period. The report prints the balance of energy assistance at the beginning of the time period, energy assistance received, energy assistance applied, energy assistance reversed, and the ending balance of energy assistance. To run the Energy Assistance Audit Report, select **Reports | Energy Assistance Audit**.

If you run the report without details, it will print the ending balance of each account's energy assistance. If you run the report with details, it will print the audit details for each account.



Report Date	12-31-2019	Select Yes to see the audit detail for each account
Report Order	Account Number	
Beginning Account		
Ending Account		
Beginning Date	12-01-2019	
Ending Date	12-31-2019	
Include Inactive Accounts?	Yes	
Print Totals Only ?	No	
Print Detail ?	Yes	
Print Bad Debt ?	No	
Print Device	\printserver\SHARP MX-605DN f	
<input type="button" value="Print"/> <input type="button" value="Cancel"/>		

ENERGY ASSISTANCE AUDIT REPORT
12/01/2019 TO 12/31/2019

ACCOUNT #	CUSTOMER NAME	DATE	SERV	DESCRIPTION	RECEIPT #	AMOUNT	BALANCE
230440001	JERRY & NANCY KIMBLE			BEGINNING EA			0.00
		12/26/19	GS	EA RECEIVED		294.00	294.00
		12/26/19	GS	EA APPLIED		90.00-	204.00
REPORT TOTALS							


BEGINNING BALANCE	1,582.06-						
EA RECEIVED	294.00						
EA REVERSED	0.00						
EA APPLIED	90.00-						
ENDING BALANCE	1,378.06-						

Updated: 3 years ago

Helpful?  



 **Utility Billing**

 Utility Billing: Transfer a Landlord's Bill to a Tenant

From: City of Onida
Sent: Wednesday, May 24, 2023 10:08 AM
To: Monika Serviss
Subject: RE: Energy assistant program in the municipality

When I have people come in to donate to someone's utility bill, sometimes they know who they want it to go to and other times they tell me to use my discretion. That was hard to do so what I did is I set up a draw cup with the names of those that always have difficulties paying their bills, I draw from the cup and that is who it gets donated to. I do take into account those that are always at the bar yet have a hard time paying their bill. With a small town, generally everyone knows who these people are. I always want it to go to the people who honestly try to pay their bills.

Rondha Hiller
Finance Officer
City of Onida
605-258-2441

From: sd-finance-officers@googlegroups.com <sd-finance-officers@googlegroups.com> **On Behalf Of** Monika Serviss
Sent: Wednesday, May 24, 2023 10:18 AM
To: sd-finance-officers@googlegroups.com
Subject: Energy assistant program in the municipality

Hi all!

So I was wondering if any or you can give some examples for process of installing energy assistant program, basically for people to be able donate the money in the special account (that looks like we have set up in gWorks) and it would be used for those who have a hard time paying the bill. Anyone does that in their town? Do you do a resolution for it? How do you determine what account it is used for at each billing cycle?

Any information would be much appreciated! ☺

Thank you,

Monika Serviss
Finance Officer
Town of Hermosa
605-255-4291



230 Main St., PO Box 298
Hermosa, SD 57744