

**HERMOSA TOWN BOARD
TUESDAY, NOVEMBER 1, 2022
REGULAR MEETING @ 6:00pm**

- 1) **ROLL CALL:**
 - A. BOT Roll Call: Henrichsen, Holsworth, Kramer, Schumack, Thomason
 - B. Acknowledgement of other Attendees
 - C. Pledge of Allegiance to be led by Holsworth

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

- 3) **CONSENT CALENDAR:**
 - A. Approval of the October 18, 2022, regular meeting minutes

- 4) **CONFLICT OF INTEREST DECLARATION**

- 5) **CLAIMS:**
 - A. Review payroll and claims
 - B. Motion to approve the claims as presented/amended

- 6) **LAW ENFORCEMENT/ ABATEMENTS/COMPLAINTS:**
 - A. Committee report
 - B. Custer County Log
 - C. Abatements
Properties, Dumpster

- 7) **LEGAL:**
 - A.

- 8) **ENGINEER:**
 - A. Water Rehab Project (WRT System)
Pending due to awaiting water test results and Oct/Nov funding
 - B. Hermosa Sidewalk Project
 - C. Sewer Project (Lagoon expansion)
 - D. Water/Sewer Facility Plans
Resolution(s) review
DANR Award
 - E. Town of Hermosa Water and Sewer Extension Project
 - F. Hermosa Hills Drainage
Town accept Marie Street
 - G. Whitney Street Drainage
SDARWS Report, Pending technician assistance, update on timeline
 - H. 5th Street repair discussion
 - I. Roy's Drive In Sewer Line
Pending Roy's response
 - J. Facility Plan for Booster, Water Meters
Possibly to add to USDA
 - K. Rural Development
Application pending

- 9) **PLANNING & ZONING:**
 - A. October 25, 2022, Minutes
 - B. 2022-18 - Moving Permit/Informational–Custer County Fairgrounds–moving 20x20 garage from 194 Fairgrounds Pl.

- 10) **PUBLIC WORKS**
 - A. Committee Report
 - B. Streets, Street Light Repairs, Water & Sewer Department Updates
Trustee report on town lighting needs
 - C. Land Application Contract
 - D. SDARWS, Daily readings/spreadsheet
 - E. CMOM Discussion
 - F. Notice of Violation, Order of Compliance and Settlement Agreement
 - G. Approval for Fluoride test

- 11) **FINANCE OFFICE:**
- A. Monika Serviss, Introduction
Approval for Serviss, Pioneer Bank & Trust Signature Card
 - B. Monthly financials
 - C. Department updates
SD Public Assurance Alliance
 - D. Midwest Assistance Program
 - E. Golden West Technologies Contract
- 12) **OLD BUSINESS:**
- A. Annexation: Gumbo Lilly, Fairgrounds Place, McDermand Street
Approval to proceed with annexation
Request for Work Session with P&Z, October 25, 2022, 6:00 PM
 - B. Town Sign, pending
 - C. Town Office: Deck Staining, pending
 - D. Library: Deck Staining, pending
 - E. Camera drainage
Approval to camera at retention pond, pending SDARWS results
- 13) **NEW BUSINESS:**
- A. Hermosa Library
 - B. Custer County Commissioner's Meeting
Approval of mileage/per diem
 - C. Fencing Estimate
 - D. Water Rate Structure
Resolution 2022-06
 - E. Hazard Mitigation
November 8, 2022, Work Session
Approval of per diem/mileage for representative
- 14) **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 in-town municipal boundary citizens 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.
- 15) **TRUSTEE INPUT:**
- 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.

**HERMOSA TOWN BOARD
REGULAR MEETING
TUESDAY, OCTOBER 18, 2022 @ 6:00pm**



ROLL CALL: Holsworth called the meeting to order at 6:01 pm with the following members present: Holsworth, Kramer, Schumack and Thomason. Henrichsen absent Attorney Hagg, Ferguson and several interested citizens also present.

ROLL CALL: Holsworth reconvened the regular portion of the meeting to order at 6:30 pm with the following members present: Henrichsen, Holsworth, Kramer, Schumack and Thomason. Attorney Hagg, Ferguson and several interested citizens also present. Pledge of Allegiance was led by Holsworth.

CALL FOR CHANGES: Motion made and seconded to approve agenda as amended – to add the P&Z items - vote; all ayes, motion carried.

CONSENT CALENDAR: Motion made and seconded to approve September 20, 2022, minutes as presented; vote; all ayes, motion carried.

CONFLICT OF INTEREST DECLARATIONS: None.

CLAIMS: Motion made and seconded to approve October 18, 2022, Payroll and Claims as presented; vote: all ayes, motion carried. Aim High; Tree removal, cleanup; \$2,625.00; Belt, Vonda; Cleaning supplies; \$18.33; Black Hills Electric Cooperative, Inc.; Monthly service; \$3,296.74; Custer County Sheriff's Office; Dispatch: November 1, 2022 - January 31, 2023; \$2,000.00; Custer County Sheriff's Office; LE Svcs: 9/22/2022 - 10/21/22; 10/22/22-11/21/2022; \$13,333.34; DCI; Monika Serviss background check; \$26.75; Ferguson, Chuck; Contract (October 2022 Contract, Pay 10/31/2022); \$2,446.34; Golden West; Recurring billing 10/1/22-10/31/22; \$563.50; Lingo; Monthly service; \$60.63; Metering & Technology Solutions; Meters, shipping; \$657.60; Midcontinent Testing Laboratories, Inc; Water testing for 3rd quarter 2022; \$382.00; Mt Rushmore Telephone; Monthly service; \$241.63; Nelson's Oil and Gas; Propane; \$173.60; ODP Business Solutions, LLC; Office supplies: binders, folders; \$55.70; SDML Workers' Compensation Fund; Billing period: 1/1/2023-1/1/2024; \$462.00; SD DANR; Well 0154, Environmental fees permit; \$100.00; Serviss, Monika; Fingerprint check reimbursement; \$20.00; South Dakota 811; Message fees, voice out charges, September 2022; \$131.04; Summit Signs and Supply; Street signs: Ferguson, Highway 40 and Main, Hardware; \$386.00; Vanway Trophy & Award; Tanya Stockham Name Plate; \$17.50; Payroll related: Finance Department, 2821.62; Gail Boddicker, Health insurance, \$200.00; EFTPS, 941 payroll tax deposit, \$662.41; TOTAL: \$30,681.73.

LAW ENFORCEMENT/ ABATEMENTS/COMPLAINTS: No report from Custer County. Abatements: Follow up to be made on properties requiring final abatement notice. LE Radios: The radios were turned over to Custer County Sheriff's Office with the caveat they will be returned when/if Hermosa hires an officer on the town payroll. Thanks to Thomason and Irvine for their assistance with the process. Motion made and seconded to remove LE Radios from the agenda; vote; all ayes, motion carried.

LEGAL: Property (2 3rd St) to be discussed on 11-1-2022, meeting. No other report in regular session.

ENGINEER: Water Rehab Project (WRT System): pending release of ARPA funds. Hermosa Sidewalk: pending. Sewer Project: pending. Water/Sewer Facility Plans: pending. Town of Hermosa Water and Sewer Extension Project, pending. Hermosa Hills Drainage: ACES to inspect to ensure completion. Whitney Street Drainage, pending. 5th Street Repair: pending. Roy's Drive In Sewer Line: pending. Facility Plan for Booster, Water Meters: pending. Rural Development Application: pending. Motion made and seconded to approve publishing the intent to apply for federal funding; vote; all ayes, motion carried.

PLANNING & ZONING: Review of October 11, 2022, P&Z minutes; no action taken.

Welcome to Bobbi Klaski, new Planning and Zoning member.

Permit 2022-18 - Moving Permit/Informational–Custer County Fairgrounds–moving 20x20 garage from 194 Fairgrounds Pl, pending response from the fairgrounds board.

Permit 2022-36 – Informational – 2 4th St. – 160 ft. storage shed; motion made and seconded to approve Permit 2022-36; vote; all ayes, motion carried.

Permit 2022-37 – Informational – 300 E. Main St. # 5 – Install Solar Panel on rooftop. No action.

Motion made and seconded to remove Welcome to Bobbie, Permit 2022-36, Permit 2022-37; vote; all ayes, motion carried. Request P&Z to review details to begin a solar panels ordinance.

PUBLIC WORKS: Ferguson provided updates on streetlights. Trustees volunteered to canvass the town to inspect lights and to research if there are areas needing additional lighting and to report at 11-1-2022, BOT meeting. Ferguson to reroute the remote reader at Pop's Grocery. Motion made and seconded to approve the purchase of two loads of gravel; vote; all ayes, motion carried. Land Application Contract: Motion made and seconded to approve the agreement with Neugebauer's for fees related to the wastewater land application; vote; all ayes, motion carried.

FINANCE OFFICE: Financial reports provided in packet. gWorks training to begin next week. Monika Serviss was selected as the incoming Hermosa finance officer and will begin employment on November 4, 2022. Boddicker to research insurance premium and to report at 11-1-2022, meeting. Community Forestry Grant: missed the deadline to apply for grant; to put this on 2023 calendar. Motion made and seconded to remove Community Forestry Grant from the agenda; vote; all ayes, motion carried.

OLDBUSINESS: Annexation: Gumbo Lily, Fairgrounds Place, McDermand Street, pending 10-25-22, Work Session. Town Sign, pending. Town Office and Library Deck Staining, pending. Camera drainage, pending.

NEW BUSINESS: Hermosa Library: Lease Agreement being reviewed; utility services to be paid by Library. Custer County Commissioner's Meeting: motion made and seconded to approve payment of \$75.00 to town representative to attend Custer County Commissioner's meetings; vote; all ayes, motion carried. Fencing Estimate: quote given to town to utilize the old fence material plus new material to fence pump house property; no action. Water Rate Structure draft resolution was distributed for board review. Resolution will be placed on November 1, 2022, board agenda for 1st Reading.

ITEMS FROM CITIZENS: No citizen input.

EXECUTIVE SESSION: Motion made and seconded to enter Executive Session at 7:49 pm allowable by SDCL 1-25-2.1; vote; all ayes, motion carried. Motion made and seconded to exit executive session at 9:22; vote; all ayes, motion carried. Executive Session Action: Motion made and seconded to authorize President Holsworth to sign the DANR Settlement Agreement plus approval to put the penalty fee of \$13,000 on the 11/1/2022, BOT Claims; vote; all ayes, motion carried.

TRUSTEE INPUT: Four Board of Trustees had input.

Motion made and seconded to adjourn at 9:25 pm; unanimous.

ATTEST:

Dan Holsworth, Town Board President

Gail Boddicker, Finance Officer
Published once at the approximate cost of __

Claims

holding for Monday's (10/31)

invoices.

TOWN OF HERMOSA

Balance Sheet

Current Period: October 2022

| Account | Last Dim Descr | Begin Yr | MTD Debit | MTD Credit | YTD Debit | YTD Credit | Current Balance |
|---|----------------|---------------|-------------|-------------|--------------|--------------|-----------------|
| FUND 101 GENERAL FUND | | | | | | | |
| G 101-10100 CASH | | \$264,674.15 | \$39,883.23 | \$50,141.54 | \$470,220.25 | \$429,075.70 | \$305,818.70 |
| G 101-10300 PETTY CASH | | \$232.98 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$232.98 |
| G 101-10400 CASH INVESTED - SDFIT | | \$39,825.98 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$39,825.98 |
| G 101-10500 CASH INVESTED - EDWARD J | | \$19,013.75 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$19,013.75 |
| G 101-10700 CASH - RESERVE | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| G 101-20200 ACCOUNTS PAYABLE | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| G 101-20800 DUE TO OTHER FUNDS | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| G 101-21710 PAYROLL TAX PAYABLE | | \$0.00 | \$1,499.16 | \$0.00 | \$17,662.54 | \$16,064.78 | \$1,597.76 |
| G 101-21720 SALES TAX PAYABLE | | \$0.00 | \$1.30 | \$237.13 | \$2,637.22 | \$2,511.32 | \$125.90 |
| G 101-21900 OTHER PAYROLL DEDUCT PA | | \$0.00 | \$882.97 | \$0.00 | \$9,250.41 | \$7,993.49 | \$1,256.92 |
| G 101-21910 SDRS PAYABLE | | \$0.00 | \$699.48 | \$0.00 | \$7,986.36 | \$7,164.94 | \$821.42 |
| G 101-25160 EQUIPMNT RESERVE | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| G 101-26100 FUND BALANCE RESERVED | | -\$281,592.56 | \$47,058.63 | \$39,646.10 | \$424,167.88 | \$469,114.43 | -\$326,539.11 |
| G 101-26290 FUND BALANCE UNDESIGNAT | | -\$42,154.30 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | -\$42,154.30 |
| <i>FUND 101 GENERAL FUND</i> | | \$0.00 | \$90,024.77 | \$90,024.77 | \$931,924.66 | \$931,924.66 | \$0.00 |
| FUND 211 BBB Gross Receipts Tax Fund | | | | | | | |
| G 211-10100 CASH | | \$42,839.25 | \$2,327.26 | \$0.00 | \$16,467.08 | \$2.36 | \$59,303.97 |
| G 211-26100 FUND BALANCE RESERVED | | -\$42,839.25 | \$0.00 | \$2,327.26 | \$2.36 | \$16,467.08 | -\$59,303.97 |
| <i>FUND 211 BBB Gross Receipts Tax Fund</i> | | \$0.00 | \$2,327.26 | \$2,327.26 | \$16,469.44 | \$16,469.44 | \$0.00 |
| FUND 272 FEMA FUND/CONSTRUCTION ACCT | | | | | | | |
| !G 272-10100 CASH | | \$0.00 | \$0.00 | \$0.00 | \$429.11 | \$0.00 | \$429.11 |
| !G 272-10150 CASH - CONSTRUCTION | | \$1,500.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$1,500.00 |
| !G 272-26100 FUND BALANCE RESERVED | | -\$1,500.00 | \$0.00 | \$0.00 | \$0.00 | \$429.11 | -\$1,929.11 |
| <i>FUND 272 FEMA FUND/CONSTRUCTION ACCT</i> | | \$0.00 | \$0.00 | \$0.00 | \$429.11 | \$429.11 | \$0.00 |
| FUND 301 DEBT SERVICE FUND | | | | | | | |
| G 301-10100 CASH | | \$34,863.51 | \$1,212.43 | \$3,820.54 | \$54,855.03 | \$15,282.16 | \$74,436.38 |
| G 301-20200 ACCOUNTS PAYABLE | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| G 301-20800 DUE TO OTHER FUNDS | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| G 301-22010 CUSTER DEPOSIT TRUST | | -\$4,997.54 | \$0.00 | \$0.00 | \$0.00 | \$125.00 | -\$5,122.54 |
| G 301-25310 SRF TIF SWR RESERVE | | -\$16,810.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | -\$16,810.00 |
| G 301-25350 DENR TIF WTR RESERVE | | -\$7,261.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | -\$7,261.00 |
| G 301-25390 UNRESTRICTED EARNINGS | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| G 301-26100 FUND BALANCE RESERVED | | \$63,099.40 | \$3,820.54 | \$1,212.43 | \$15,282.16 | \$54,730.03 | \$23,651.53 |
| G 301-26290 FUND BALANCE UNDESIGNAT | | -\$68,894.37 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | -\$68,894.37 |
| <i>FUND 301 DEBT SERVICE FUND</i> | | \$0.00 | \$5,032.97 | \$5,032.97 | \$70,137.19 | \$70,137.19 | \$0.00 |
| FUND 602 WATER FUND | | | | | | | |
| !G 602-10100 CASH | | \$246,321.10 | \$15,097.60 | \$10,839.16 | \$292,475.14 | \$406,865.34 | \$131,930.90 |
| !G 602-10150 CASH - CONSTRUCTION | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| !G 602-10400 CASH INVESTED - SDFIT | | \$30,812.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$30,812.00 |
| !G 602-10500 CASH INVESTED - EDWARD J | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| !G 602-10700 CASH - RESERVE | | \$4,706.97 | \$556.60 | \$0.00 | \$7,617.08 | \$1,305.74 | \$11,018.31 |
| !G 602-10800 CASH - CUSTOMER DEPOSIT | | \$8,710.50 | \$0.00 | \$0.00 | \$0.00 | \$375.00 | \$8,335.50 |
| !G 602-11500 Undist Rcpts Utility AR | | \$0.00 | \$0.00 | \$556.60 | \$1,305.74 | \$7,617.08 | -\$6,311.34 |

TOWN OF HERMOSA

10/27/22 2:31 PM

Page 2

Balance Sheet

Current Period: October 2022

| Account | Last Dim Descr | Begin Yr | MTD Debit | MTD Credit | YTD Debit | YTD Credit | Current Balance |
|----------------------------|--------------------------|---------------|--------------|--------------|----------------|----------------|-----------------|
| !G 602-20200 | ACCOUNTS PAYABLE | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| !G 602-20800 | DUE TO OTHER FUNDS | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| !G 602-22010 | CUSTER DEPOSIT TRUST | -\$13,160.87 | \$228.16 | \$125.00 | \$1,397.61 | \$3,750.00 | -\$15,513.26 |
| !G 602-25160 | EQUIPMNT RESERVE | -\$51,762.20 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | -\$51,762.20 |
| !G 602-25320 | RD1 WATER RESERVE | -\$15,336.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | -\$15,336.00 |
| !G 602-25330 | RD2 DOT RESERVE | -\$2,502.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | -\$2,502.00 |
| !G 602-25340 | RD3 DOT RESERVE | -\$1,332.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | -\$1,332.00 |
| !G 602-25360 | DRINKING WATER SRF RESE | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| !G 602-25390 | UNRESTRICTED EARNINGS | \$10,700.85 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$10,700.85 |
| !G 602-26100 | FUND BALANCE RESERVED | -\$44,092.74 | \$10,611.00 | \$14,972.60 | \$405,690.76 | \$288,725.14 | \$72,872.88 |
| !G 602-26290 | FUND BALANCE UNDESIGNAT | -\$173,065.61 | \$0.00 | \$0.00 | \$151.97 | \$0.00 | -\$172,913.64 |
| FUND 602 WATER FUND | | \$0.00 | \$26,493.36 | \$26,493.36 | \$708,638.30 | \$708,638.30 | \$0.00 |
| FUND 604 SEWER FUND | | | | | | | |
| !G 604-10100 | CASH | \$275,666.39 | \$9,688.31 | \$4,156.42 | \$235,415.72 | \$371,776.78 | \$139,305.33 |
| !G 604-10150 | CASH - CONSTRUCTION | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| !G 604-10400 | CASH INVESTED - SDFIT | \$66,975.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$66,975.00 |
| !G 604-10500 | CASH INVESTED - EDWARD J | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| !G 604-10700 | CASH - RESERVE | \$313.83 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$313.83 |
| !G 604-20200 | ACCOUNTS PAYABLE | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| !G 604-20800 | DUE TO OTHER FUNDS | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| !G 604-25100 | RETAINED EARNINGS RESER | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| !G 604-25160 | EQUIPMNT RESERVE | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| !G 604-25200 | RETAINED EARNINGS UNRSR | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| !G 604-25330 | RD2 DOT RESERVE | -\$2,502.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | -\$2,502.00 |
| !G 604-25340 | RD3 DOT RESERVE | -\$1,332.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | -\$1,332.00 |
| !G 604-25390 | UNRESTRICTED EARNINGS | \$2,201.75 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$2,201.75 |
| !G 604-26100 | FUND BALANCE RESERVED | -\$100,092.63 | \$4,156.42 | \$9,688.31 | \$371,776.78 | \$235,415.72 | \$36,268.43 |
| !G 604-26200 | UNRESERVED FUND BALANC | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| !G 604-26290 | FUND BALANCE UNDESIGNAT | -\$241,230.34 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | -\$241,230.34 |
| FUND 604 SEWER FUND | | \$0.00 | \$13,844.73 | \$13,844.73 | \$607,192.50 | \$607,192.50 | \$0.00 |
| Grand Total | | \$0.00 | \$137,723.09 | \$137,723.09 | \$2,334,791.20 | \$2,334,791.20 | \$0.00 |

PLATINUM OFFSITE BACKUP SERVICE AGREEMENT

Customer Terms and Conditions:

1. USE OF THIS Service (the "Service") consists of the right of the Customer ("Customer") to electronically transmit and store computer data using either a private data communications network, or the Internet into a location provided by Golden West Technologies and to retrieve said data should it be required. The Service is made available by Golden West Technologies to Customer during the period Customer maintains a paid subscription to the Service. Customer must be a currently licensed user of Golden West backup client software for Services where software is required to provision access.
2. These terms and any additional Operating Rules published by Golden West Technologies from time to time constitute the entire and only Agreement (collectively, the "Agreement") between Golden West Technologies and Customer with respect to the Service and supersede all other communications and agreements with regard to the subject matter hereof. At any time after the initial term of this Agreement, Golden West Technologies may increase charges or change the terms and conditions of this Agreement upon providing 60 days notice to the Customer. Upon receipt of the notice of increased charges or change of terms and conditions, the customer may cancel this Agreement by providing notice in writing 30 days prior to the effective date of the increase or changes. Unless otherwise agreed, Customer's right to use the Service is not transferable and is subject to any limits established by Golden West Technologies.
3. Customer shall pay in advance any fees and other charges incurred by Customer at the rates in effect for the billing period in which those charges are incurred. For situations where credit card payment is utilized, Customer shall maintain a current authorization for Golden West Technologies to debit Customer's credit card account for such amounts. In addition, Customer shall provide Golden West Technologies a current street address and Internet e-mail address for future communications and shall notify Golden West Technologies of any change of address. Customer shall pay all applicable taxes related to use of the Service by Customer. For situations where the Customer's credit card issuing financial institution has been notified of a payment dispute, said Customer agrees that proof of Service usage by Customer constitutes Customer authorization to submit payment request to Credit Card issuing financial institution. If the Customer fails to pay for the Service, Golden West Technologies may, at its sole discretion and without notice to the Customer, (a) suspend its performance under this Agreement and deny Customer's access to and use of the Service until Customer is back in good standing, or (b) terminate this Agreement and Customer's access to and the use of the Service. Further, Golden West Technologies may cancel the Service to Customer without cause upon thirty (30) days prior written notice. Customer must provide Golden West Technologies with written notice of intent to terminate the Service. At the time of cancellation, the Customer's access to any of Customer's data stored by the Service may be permanently terminated. Golden West Technologies will not provide a refund for any unused portion of the Services paid in advance by Customer. If the Customer chooses to terminate services, Golden West Technologies will assist the Customer in the orderly termination of services. This could involve copying the backup image to an external drive. Customer agrees to pay Golden West Technologies the actual costs of rendering such assistance, as well as any early termination fee owed under the provisions of paragraph 16. The Customer shall be responsible for payment of all Services up to the time of suspension or termination and for payment of a late charge of one and one half percent (1 1/2 %) per month on any unpaid balances. A fee of up to 35% of the outstanding balance may be added to any account that is sent to collections due to failure to pay.
4. The Customer may terminate this Agreement for cause after having first provided written notice of such breach of performance to Golden West Technologies and given thirty (30) days following the notice within which to cure the alleged breach.
5. No bailment or similar obligation is created between Customer and Golden West Technologies with respect to Customer's stored data. Customer is solely responsible for creating Passwords. Customer is solely responsible for maintaining the confidentiality of Passwords. Customer shall be responsible for all use of the Service accessed through Customer's Password.
6. Customer shall not use the Service for storage, possession or transmission of any information, the possession, creation or transmission of which violates any state, local or federal law, including without limitation, stolen materials, obscene materials or child pornography. CUSTOMER BACKUP FILES MAINTAINED BY GOLDEN WEST TECHNOLOGIES ARE SUBJECT TO EXAMINATION BY LAW ENFORCEMENT OFFICIALS OR OTHERS WITHOUT CUSTOMER'S CONSENT UPON PRESENTATION (TO CUSTOMER OR GOLDEN WEST TECHNOLOGIES) OF A SEARCH WARRANT OR SUBPOENA.
7. Customer agrees to indemnify Golden West Technologies against liability for use of Customer's account which liability is a direct result of Customer's misuse or negligent use of its account(s).
8. Golden West Technologies may make copies of all files stored as part of the backup and recovery of servers utilized in connection with some of the Services. Golden West Technologies is not obligated to archive such copies and will utilize them only for backup purposes. They will not be accessible to Customer.
9. Customer is responsible for and must provide data connectivity to the Golden West Platinum Backup Appliance to allow for remote monitoring and off site backups. Additionally, Customer is responsible for providing environmental protection and power for the Golden West Platinum Backup Appliance.
10. CUSTOMER EXPRESSLY AGREES THAT USE OF THE SERVICE IS AT CUSTOMER'S SOLE RISK. NEITHER GOLDEN WEST TECHNOLOGIES NOR ANY OF ITS LICENSORS, EMPLOYEES, OR AGENTS WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE; NEITHER GOLDEN WEST TECHNOLOGIES NOR ANY OF ITS LICENSORS, EMPLOYEES OR AGENTS MAKE ANY WARRANTY AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE SERVICE. THE SERVICE IS MADE AVAILABLE ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. NEITHER GOLDEN WEST TECHNOLOGIES NOR ANYONE ELSE INVOLVED IN CREATING, DELIVERING OR MAINTAINING THE SERVICE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES ARISING OUT OF USE OF THE SERVICE OR INABILITY TO USE THE SERVICE OR OUT OF ANY BREACH OF ANY WARRANTY. IN NO EVENT WILL GOLDEN WEST TECHNOLOGIES' LIABILITY FOR ANY CLAIM, WHETHER IN CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, EXCEED A SUM EQUAL TO SIX (6) MONTH'S SERVICE FEES. SUCH LIABILITY AS HEREIN SET FORTH IS FIXED AS LIQUIDATED DAMAGES AND NOT A PENALTY AND THIS LIABILITY SHALL BE COMPLETE AND EXCLUSIVE. CUSTOMER ACKNOWLEDGES THAT IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES, IF ANY, WHICH MAY PROXIMATELY RESULT FROM A FAILURE OF GOLDEN WEST TECHNOLOGIES OR ITS AGENTS TO PERFORM ANY OF ITS OBLIGATIONS OR A FAILURE OF THE SYSTEM TO OPERATE BECAUSE OF, AMONG OTHER THINGS: THE UNCERTAIN AMOUNT OF VALUE OF CUSTOMERS PROPERTY OR THE PROPERTY OF OTHERS WHICH MAY BE LOST OR DAMAGED; THE INABILITY TO ASCERTAIN WHAT PORTION, IF ANY, OF ANY LOSS WOULD BE PROXIMATELY CAUSED BY GOLDEN WEST TECHNOLOGIES OR ITS AGENTS FAILURE TO PERFORM ANY OF ITS OBLIGATIONS ANY ACTION AGAINST GOLDEN WEST TECHNOLOGIES IN CONNECTION WITH ITS SERVICE, MUST BE COMMENCED WITHIN ONE YEAR AFTER THE ALLEGED ACT OF MALFEASANCE, MISFEASANCE, OR NONFEASANCE OCCURRED.
11. The provisions of paragraphs 5, 7, 8, and 10 are for the benefit of Golden West Technologies and its respective Suppliers, Licensors, Employees, and Agents; and each shall have the right to assert and enforce such provisions directly on its own behalf.
12. This Agreement shall be construed in accordance with, and all disputes hereunder shall be governed by, the laws of the State of South Dakota except its "conflicts of law" rules. Venue lies in the state and federal courts of Pennington County, South Dakota which shall have exclusive jurisdiction and venue over all controversies in connection herewith.
13. It is understood and agreed by and between the parties hereto, that if there is any conflict between this Agreement and customers purchase order,

or any other document, this Agreement will govern.

14. The Golden West Platinum Backup Appliance is the property of Golden West Technologies unless customer chooses outright purchase as listed on a separate quote.
15. The backup data being stored on the Golden West Platinum Backup Appliance and at offsite locations remains the sole property of the Customer.
16. Fees are based on the Customer's acceptance to receive and to pay for the services for Three (3) full years. If the Agreement is canceled without cause outlined in this agreement during the initial term, the Customer agrees to pay the following early termination fee:

| | <u>BUSINESS</u> | <u>PROFESSIONAL</u> | <u>ENTERPRISE</u> |
|-----------------------|-----------------|---------------------|-------------------|
| Anytime During Year 1 | \$2,400.00 | \$5,500.00 | \$12,000.00 |
| Anytime During Year 2 | \$1,200.00 | \$2,750.00 | \$6,000.00 |
| Anytime During Year 3 | \$1,000.00 | \$1,375.00 | \$3,000.00 |

17. Customer agrees travel will be billed portal to portal at the current labor rate if an onsite visit is required.
18. In the event of a catastrophic failure in which the Golden West Platinum Backup Appliance is damaged a recovery service fee of \$1000 plus cost of the Golden West Platinum Backup Appliance and any shipping and handling will be charged to the Customer. In addition actual costs of providing assistance in regard to a replacement Golden West Platinum Backup Appliance will be billed at standard time and material rates
19. Except for Golden West Platinum Backup Appliance, Customer hardware replacement cost and the cost associated with hardware replacement fall outside this Agreement.
20. This Agreement includes support for Windows and Linux Server Operating Systems and only. Data to be backed up may not reside on client desktop and/or laptop machines.



FIREWALL MONITORING AND MANAGEMENT SERVICE AGREEMENT

I. **Description of Services.** Golden West Technologies' Firewall Monitoring and Management Service is a comprehensive monitoring and management solution for SonicWALL Firewall appliances.

A. Covered service provided by Golden West Technologies includes:

| | Bronze | Gold |
|---|--------|------|
| Firmware Updates | ✓ | ✓ |
| Notification of Non-Responsive Firewalls ^o | ✓ | ✓ |
| Configuration Backups | ✓ | ✓ |
| Hardware Warranty Extension (except E-class) | ✓ | ✓ |
| Service Subscription Alert Notices | ✓ | ✓ |
| Configuration & Hardware Phone Support ⁱ | ✓ | ✓ |
| Syslog Collection and Summarization for Reporting | | ✓ |
| Web Access for Viewing Detailed Daily Reports | | ✓ |
| Customized Notifications for Non-Responsive Firewalls | | ✓ |
| Scheduled reports and consultation concerning results | | ✓ |

^oBronze is email only. Gold is email and phone call.

ⁱBusiness hour phone support for configuration and hardware issues. (7:00 AM to 6:00 PM MT)

B. Any service not described above would be considered a billable activity, to include:

- Setting up the Active Directory portion of LDAP integration / Single-Sign-On / DPI-SSL.
- Any other configuration changes to the network outside of the firewall.

II. **Requirements.** In order for Golden West Technologies to provide firewall monitoring and management, the following are the minimum requirements:

- SonicWALL firewall is vendor supported.
- SonicWALL has an active security service subscription.

III. **Setup Procedures.** Golden West Technologies will configure, ship and remotely assist with the onsite install of the SonicWALL for customers who have purchased a SonicWALL from GWT. If the SonicWALL is already in place, it must be in an online and in an operational state before monitoring can begin. The Golden West Technologies Network Operations Center can then assist in opening a management rule.

A. Responsibilities of the Customer includes:

- Physical installation of the firewall (if applicable).
- Provide remote access and admin credentials to firewall.
- Transfer of registration of the SonicWALL firewall to GWT (if applicable).

B. Any effort not described above would be considered a billable activity, to include:

- Onsite installation of the firewall.
- Analyzing/translating the configuration from a non-SonicWALL firewall to the new firewall.
- Any other configuration changes to the network outside of the firewall.

FIREWALL MONITORING AND MANAGEMENT SERVICE AGREEMENT

Terms and Conditions:

1. The Customer has contracted with Golden West Technologies, or is about to contract with Golden West Technologies for Firewall Monitoring and Management. All monthly charges are payable in advance. The initial term of this Agreement is for one (1) year. Golden West Technologies monitoring and management services will begin when the necessary equipment and/or tools are installed and are operational, and when the necessary communications connection is completed. If terminated, this Agreement ends on the last day of the then-current term. The Customer shall be responsible for payment of all Services up to the time of suspension or termination and for payment of a late charge of one and one half percent (1 1/2 %) per month on any unpaid balances. A fee of up to 35% of the outstanding balance may be added to any account that is sent to collections due to failure to pay.
2. This Agreement may be suspended, at Golden West Technologies' option, for late payment or non-payment of services by the Customer. In the event that Golden West Technologies, in its sole discretion, determines that the Customer's network system poses an immediate risk of harm to Golden West Technologies' business or other Customers, Golden West Technologies may immediately suspend and/or terminate this Agreement. Additionally Golden West may terminate this Agreement if customer support requirements exceed expected levels. Customer will be given written notice of said termination at least thirty (30) days prior to termination, in which to bring support requests in line with expected levels.
3. The Customer may terminate this Agreement for cause after having first provided written notice of a breach of performance to Golden West Technologies and given thirty (30) days following the notice for Golden West Technologies to cure the alleged breach. In the event that the Customer terminates this Agreement, without cause, the Customer agrees to pay Golden West Technologies an amount in total equal to three times the monthly Agreement charges either through payment of actual fees or in a cash settlement or combination thereof.
4. Golden West Technologies assumes no liability for delay in installation of the system, or interruption of service due to strike, riots, floods, fires, acts of God, or any causes beyond the control of Golden West Technologies, including interruption in telephone service or internet connection. Golden West Technologies will not be required to supply service to the Customer while interruption of service due to any such cause shall continue. Golden West Technologies shall not be liable for any loss or damage caused by defect or deficiencies in the network nor shall Golden West Technologies incur any liability for any delay in response or non-response of any institutions or individuals notified by Golden West Technologies. The Customer understands that Golden West Technologies will not receive notifications when the telephone line, telephone equipment, internet connection, or other transmission mode is not operating or has been cut, interfered with, or otherwise compromised. Golden West Technologies shall not be obligated to perform any monitoring service during any time when Customer's telephone, telephone equipment, internet connection, or other transmission mode shall not be working, is disabled, or otherwise compromised by any means since signals to Golden West Technologies are received solely by means of telephone communication or internet connection.
5. GOLDEN WEST TECHNOLOGIES IS NOT RESPONSIBLE FOR ANY FAILURES, REPAIRS OR MODIFICATIONS RESULTING OR NECESSITATED BY CUSTOMER'S HARDWARE, SOFTWARE, OR OTHER SERVICES PROVIDED BY THIRD PARTIES. THE FIREWALL MONITORING AND MANAGEMENT SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT FURTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE.
6. UNDER NO CIRCUMSTANCES WILL GOLDEN WEST TECHNOLOGIES OR ITS AGENTS BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST REVENUE, LOST PROFITS COVER, LOSS OF DATA OR INTERRUPTION. IF THERE SHALL, NOTWITHSTANDING THE ABOVE PROVISIONS, AT ANY TIME BE OR ARISE ANY LIABILITY, ON THE PART OF GOLDEN WEST TECHNOLOGIES OR ITS AGENTS BY VIRTUE OF THIS AGREEMENT, SUCH LIABILITY IS AND SHALL BE LIMITED TO THE SUM OF SIX (6) MONTHS SERVICE FEES. SUCH LIABILITY AS HEREIN SET FORTH IS FIXED AS LIQUIDATED DAMAGES AND NOT A PENALTY AND THIS LIABILITY SHALL BE COMPLETE AND EXCLUSIVE. CUSTOMER ACKNOWLEDGES THAT IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES, IF ANY, WHICH MAY PROXIMATELY RESULT FROM A FAILURE OF GOLDEN WEST TECHNOLOGIES OR ITS AGENTS TO PERFORM ANY OF ITS OBLIGATIONS OR A FAILURE OF THE SYSTEM TO OPERATE BECAUSE OF, AMONG OTHER THINGS: THE UNCERTAIN AMOUNT OF VALUE OF CUSTOMERS PROPERTY OR THE PROPERTY OF OTHERS WHICH MAY BE LOST OR DAMAGED; THE INABILITY TO ASCERTAIN WHAT PORTION, IF ANY, OF ANY LOSS WOULD BE PROXIMATELY CAUSED BY GOLDEN WEST TECHNOLOGIES OR ITS AGENTS FAILURE TO PERFORM ANY OF ITS OBLIGATIONS. ANY ACTION AGAINST GOLDEN WEST TECHNOLOGIES IN CONNECTION WITH ITS SERVICE, MUST BE COMMENCED WITHIN ONE YEAR AFTER THE ALLEGED ACT OF MALFEASANCE, MISFEASANCE, OR NONFEASANCE OCCURRED.
7. NO PARTY WILL BE LIABLE FOR ANY FAILURE OF PERFORMANCE, IF SUCH FAILURE IS DUE TO ANY CAUSE BEYOND SUCH PARTY'S REASONABLE CONTROL KNOWN AS FORCE MAJEURE, INCLUDING ACTS OF GOD, FIRE, EXPLOSION, VANDALISM, TERRORISM, CABLE CUT, STORM, OR OTHER SIMILAR

OCCURRENCE, ANY LAW, ORDER, REGULATION, DIRECTION, ACTION, OR REQUEST BY ANY GOVERNMENT, CIVIL, OR MILITARY AUTHORITY, NATIONAL EMERGENCIES, INSURRECTIONS, RIOTS, WARS, LABOR DIFFICULTIES, SUPPLIER FAILURES, SHORTAGES, BREACHES, OR DELAYS.

8. In the event Golden West Technologies is destroyed or so substantially damaged by Force Majeure that Golden West Technologies is unable to provide the services under this Agreement, Golden West Technologies shall have a reasonable period of time in which to relocate or subcontract the Firewall monitoring and management service.
9. It is understood and agreed by and between the parties hereto, that if there is any conflict between this Agreement and customers purchase order, or any other document, this Agreement will govern.
10. The Customer may not assign this Agreement, unless the written consent of Golden West Technologies is first obtained.
11. This Agreement shall be governed by the laws of the State of South Dakota, except its "Conflict of Laws" rules. Venue for all disputes shall be the Circuit Court for Pennington County, South Dakota. In the event Customer shall violate any term, covenant or agreement hereunder and Golden West Technologies shall incur any legal expenses as a result thereof, Customer agrees to pay reasonable attorney's fees so incurred by Golden West Technologies, including court costs and appellate proceedings.
12. All rights, powers and remedies reserved or given to Golden West Technologies hereunder shall inure to the benefit of Golden West Technologies, its successors and assigns.
13. In the event any of the terms or provisions of this Agreement shall be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.
14. The person executing this Agreement for and on behalf of Customer hereby warrants and represents that he/she is duly authorized to execute same and has the authority to bind and obligate Customer herein.
15. It is the Customer's responsibility to provide and pay for all public IP addresses needed for the monitoring of Firewall through the internet.
16. At any time after the initial term of this Agreement, Golden West Technologies may increase charges or change the terms and conditions of this Agreement upon providing 60 days' notice to the Customer. Upon receipt of the notice of increased charges or change of terms and conditions, the customer may cancel Agreement by providing notice in writing 30 days prior to the effective date of the increase or changes.
17. The Customer agrees that for so long as Golden West Technologies is engaged by the Customer, and for a period of twenty-four months thereafter, the Customer shall not, directly or indirectly, call upon, solicit, recruit, or assist others in calling upon, recruiting or soliciting any persons who is an employee of Golden West Technologies and whom the Customers has become aware of by virtue of this engagement for the purpose of having such a person work for the Customer, or for any other person firm corporation or entity.
18. Customer agrees to use the Service in compliance with applicable law.



MANAGED NEXT GEN ANTI-VIRUS SERVICE AGREEMENT

- I. **Description of Services** Golden West Technologies' Managed NextGen Anti-Virus is a solution for Customers to help protect their network infrastructure from cybersecurity threats.

Managed NextGen Anti-Virus (MNGAV) will be made in effect as of the in-service date. Covered service provided by Golden West Technologies includes:

- Providing of the MNGAV agent
- Access to the MNGAV portal
- Training on the use of the portal
- 24/7/365 monitoring and initial incident management. Incident management will be as follows:
 - When a threat is detected by the Agent, the Agent will attempt to kill and/or quarantine the threat automatically. The SOC will be notified of the threat.
 - If the Agent is able to stop the threat, the SOC will mark the threat as remediated. A threat analysis report will be generated by the SOC. The GWT NOC will log the incident and forward the report to the customer.
- Initial installation Q&A for 30 days after the MNGAV agent installer is provided
 - Note: Any direct support would be billable
- Whitelisting of applications
- Threat analysis reporting (content of the report is determined by the nature of the threat). Reports will be provided during normal working hours (8 am–5 pm MT Monday-Friday, excluding holidays)
- Support for issues with the MNGAV product (8 am – 5 pm MT Monday – Friday, excluding holidays)

Responsibilities of the Customer (otherwise a billable activity) are anything not listed above which includes:

- Installation of MNGAV agent
- Building of an .msi wrapper or any other installation specific actions
- Any troubleshooting beyond the unloading of the agent to verify that the MNGAV tool is not causing the issue

- II. **Requirements:** In order for Golden West Technologies to provide MNGAV to the customer, the following are the minimum security requirements:

- Gold Firewall Monitoring and Management
- Spam Filtering (if customer has MS Exchange or Office 365)

- III. **Fees** On the in-service date, the customer will be charged a one-time setup fee of \$495.00 and a monthly fee of \$14.00 for 2 workstations and 0 servers.

** Monthly fees shall be paid in advance based upon the table above. The fees for any partial beginning month and the first full month of service will be due beginning on the in-service date. Any partial month of services will be billed pro rata based on an assumed 30 day month. If during the term of this Agreement, Customer requests additional services, Customer's monthly fees will be increased by the cost of the additional services as reflected on a quote or purchase order for the same.*

- IV. **Term** The initial term of this Agreement is for one (1) year. Service will begin when the necessary tools are installed and operational, known as the "in-service" date Unless terminated by either party's written notice at least thirty (30) days before the end of the initial term, this Agreement will automatically renew on a month-to-month basis upon the same terms and conditions. Thereafter, this agreement may be terminated by either party by giving at least 30 days written notice of termination to the other party.

- V. **Acceptance** By signing this Agreement, the Customer accepts and agrees to all of the Terms and Conditions on all pages of this Agreement.

- VI. **Notice** Any notices required to be given by Golden West Technologies shall be sent via E-mail to lynn@hermosasd.com. All notices to Golden West Technologies shall be sent via E-mail to INFO@GWTIS.COM

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed their authorized representatives as indicated on the following page.

Golden West Technologies

Town of Hermosa

By: _____
(Authorized Signature)

By: Lynne R Bantier
(Authorized Signature)

Print Name: Dennis Servaty

Print Name: Lynne R Bantier

Title: Account Executive, Sales

Title: Finance Officer

Date: _____

Date: 1/22/20

ADDITIONAL TERMS AND CONDITIONS

1. Use of Golden West Technologies' Managed NextGen Antivirus Service ("Service") consists of a solution for Customers to help protect their network Infrastructure provided by Golden West Technologies ("GWT"). The Service is made available by GWT to Customer during the period Customer maintains a paid subscription to the Service.
2. These terms constitute the entire and only Agreement (collectively, the "Agreement") between GWT and Customer with respect to the Service and supersede all other communications and agreements with regard to the subject matter hereof. At any time after the initial term of this Agreement, GWT may increase charges or change the terms and conditions of this Agreement upon providing 60 days written notice to Customer. Upon receipt of the notice of increased charges or change of terms and conditions, customer may cancel this Agreement by providing notice in writing at least 30 days prior to the effective date of the increase or changes. Unless otherwise agreed, Customer's right to use the Service is not transferable and is subject to any limits established by GWT.
3. Customer shall pay in advance any fees and other charges incurred by Customer at the rates in effect for the billing period in which those charges are incurred. For situations where credit card payment is utilized, Customer shall maintain a current authorization for GWT to debit Customer's credit card account for such amounts. In addition, Customer shall provide GWT a current street address and Internet e-mail address for future communications and shall notify GWT of any change of e-mail and/or street address. Customer shall pay all applicable taxes related to use of the Service by Customer. For situations where Customer's credit card issuing financial institution has been notified of a payment dispute, Customer agrees that proof of Service usage by Customer constitutes Customer authorization to submit payment request to Credit Card Issuing financial institution. If Customer fails to pay for the Service, GWT may, at its sole discretion and without notice to Customer, (a) suspend its performance under this Agreement and deny Customer access to and use of the Service until Customer is back in good standing, or (b) terminate this Agreement and Customer's access to and the use of the Service. During the initial term GWT may also cancel the Service to Customer for cause upon thirty (30) days prior written notice of termination and the cause therefore. Upon termination by GWT under any of the provisions of this paragraph, Customer's access to any of Customer's data stored by the Service may be permanently terminated. GWT will not provide a refund for any unused portion of the Services paid in advance by Customer. Customer shall be responsible for payment of all Services up to the time of suspension or termination and for payment of a late charge of one and one half percent (1 1/2 %) per month on any unpaid balances. A fee of up to 35% of the outstanding balance may be added to any account that is sent to collections due to failure to pay.
4. During the initial term Customer may terminate this Agreement for material breach of performance by GWT after having first provided written notice of such breach of performance to GWT. Following receipt of Customer's written notice of material breach GWT shall have thirty (30) days in which to cure the material breach. If within the thirty (30) day cure period GWT fails to cure the material breach, this Agreement will be deemed terminated. If Customer terminates this Agreement under the provisions of this paragraph, GWT will assist Customer in the orderly termination of services. This may involve copying data to an external drive. Customer agrees to pay GWT the actual costs of rendering such assistance.
5. Fees for the initial term are based on Customer's agreement to receive and pay for the Services for the full one-year initial term. If this Agreement is terminated during the initial term either for cause by GWT or without cause by Customer, Customer agrees to pay monthly fees for the remainder of the initial term following such termination. Upon such termination any outstanding fees for the remainder of the initial term shall be accelerated and immediately due and owing to GWT.
6. No bailment or similar obligation is created between Customer and GWT with respect to Customer's data. Customer is solely responsible for creating Login ID's and Passwords. Customer is solely responsible for maintaining the confidentiality of Login ID's and Passwords. Customer shall be responsible for all use of the Service accessed through Customer's Login ID's and Passwords.
7. Customer agrees that Customer will use the Service only in a manner consistent with the purposes of the Service. Customer shall not use the Service for storage, possession, creation or transmission of any information, including without limitation, stolen/pirated materials, defamatory materials, obscene materials or child pornography the storage, possession, creation or transmission of which violates any state, local or federal laws or regulations. Customer shall be responsible for determining what laws or regulations apply to its use of the Service. GWT retains the right to determine, in its sole discretion, whether any use by Customer is consistent with the purposes of the Service and to immediately terminate any uses determined not to be consistent therewith. **CUSTOMER DATA MAINTAINED BY GWT IS SUBJECT TO EXAMINATION BY LAW ENFORCEMENT OFFICIALS OR OTHERS WITHOUT CUSTOMER'S CONSENT UPON SERVICE OF A VALID SEARCH WARRANT OR SUBPOENA ON GWT. CUSTOMER AGREES THAT GWT MAY, WITHOUT NOTICE TO CUSTOMER, REPORT TO THE APPROPRIATE AUTHORITIES ANY CONDUCT OR USE OF THE SERVICE BY CUSTOMER THAT GWT BELIEVES VIOLATES ANY APPLICABLE LAW OR REGULATION.**
8. Customer agrees to indemnify and hold harmless GWT its agents and employees from and against any and all claims, demands, liabilities or obligations for losses, damages, penalties, fines, punitive damages and expenses of any kind, including attorney fees, brought by a third party under any theory of legal liability arising out of use of the Service by Customer or any person using Customer's login information, regardless of whether such person has been authorized by Customer to use the Service.
9. **CUSTOMER EXPRESSLY AGREES THAT USE OF THE SERVICE IS AT CUSTOMER'S SOLE RISK. NEITHER GWT NOR ANY OF ITS LICENSORS, EMPLOYEES, OR AGENTS WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR FREE, OR FREE FROM UNAUTHORIZED ACCESS TO, ALTERATION, THEFT OR DESTRUCTION OF CUSTOMER'S DATA. NEITHER GWT NOR ANY OF ITS LICENSORS, EMPLOYEES OR AGENTS MAKE ANY WARRANTY AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE SERVICE. THE SERVICE IS MADE AVAILABLE ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY, NON-**

INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. WHETHER SOUNDING IN TORT, CONTRACT OR ANY OTHER THEORY OF LIABILITY, GWT'S LIABILITY FOR DAMAGES (WHETHER DEEMED DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, ACTUAL, LOST PROFITS OR REVENUES, PUNITIVE OR OTHERWISE) NOT CAUSED BY THE WILLFUL, WANTON OR FRAUDULENT CONDUCT OF GWT OR ITS AGENTS, AND ARISING OUT OF MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS OR DEFECTS IN SERVICE; OR ARISING OUT OF GWT'S FAILURE TO MAINTAIN PROPER STANDARDS OF MAINTENANCE AND OPERATION, OR TO EXERCISE REASONABLE SUPERVISION; OR OCCURRING IN THE COURSE OF FURNISHING SERVICE OR OTHER FACILITIES; SHALL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THAT INVOICED FOR THE BILLING CYCLE IN WHICH THE CONDUCT GIVING RISE TO THE CLAIM TOOK PLACE. SUCH LIABILITY AS HEREIN SET FORTH IS FIXED AS LIQUIDATED DAMAGES AND NOT A PENALTY AND THIS LIABILITY SHALL BE COMPLETE AND EXCLUSIVE. CUSTOMER ACKNOWLEDGES THAT IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES, IF ANY, WHICH MAY PROXIMATELY RESULT FROM A FAILURE OF GWT OR ITS AGENTS TO PERFORM ANY OF ITS OBLIGATIONS OR A FAILURE OF THE SYSTEM TO OPERATE BECAUSE OF, AMONG OTHER THINGS: THE UNCERTAIN AMOUNT OF VALUE OF CUSTOMERS PROPERTY OR THE PROPERTY OF OTHERS WHICH MAY BE LOST OR DAMAGED; THE INABILITY TO ASCERTAIN WHAT PORTION, IF ANY, OF ANY LOSS WOULD BE PROXIMATELY CAUSED BY GWT OR ITS AGENTS FAILURE TO PERFORM ANY OF ITS OBLIGATIONS. ANY ACTION AGAINST GWT IN CONNECTION WITH ITS SERVICE, MUST BE COMMENCED WITHIN ONE YEAR AFTER THE ALLEGED CONDUCT GIVING RISE TO THE CLAIM OCCURRED.

10. This Agreement shall be construed in accordance with, and all disputes hereunder shall be governed by, the laws of the State of South Dakota, without regard to its choice of law provisions. Venue lies in the state and federal courts of Pennington County, South Dakota which shall have exclusive jurisdiction and venue over all controversies in connection herewith.
11. It is understood and agreed by and between the parties hereto, that if there is any conflict between this Agreement and customers purchase order, or any other document, this Agreement will govern.
12. Customer agrees that travel will be billed portal to portal at the current labor rate if an onsite visit is required.
13. Customer agrees that for so long as GWT is engaged by Customer, and for a period of twenty-four months thereafter, Customer shall not, directly or indirectly, call upon, solicit, recruit, or assist others in calling upon, recruiting or soliciting any persons who is an employee of GWT and whom Customer has become aware of by virtue of this engagement for the purpose of having such a person work for Customer, or for any other person firm corporation or entity.
14. Nothing contained in this Agreement shall be deemed to create a relationship between GWT and Customer in the nature of a partnership, joint venture, principal/agent or any other relationship. Both parties agree that GWT has no interaction with the data or information stored or used by Customer pursuant to this Agreement, except as necessary to maintain the Service and/or ascertain Customer's compliance with this Agreement.
15. The provisions of paragraphs 6, 8, 9 and 10 are for the benefit of GWT and its respective Suppliers, Licensors, Employees, and Agents; and each shall have the right to assert and enforce such provisions directly on its own behalf.
It is the Customer's responsibility to provide and pay for all public IP addresses needed for the monitoring of network through the internet. The Customer agrees to provide network resources necessary to host the local portion of this service.



Email Filtering

I. **Description of Services.** Golden West Technologies' Email Filtering Solution is a multi-layered service helping to prevent spam, phishing and other malicious emails.

A. Covered service provided by Golden West Technologies includes:

- Initial setup of the application
- Whitelisting and blacklisting of email addresses
- General configuration updates and changes
- Training on the use of the email filter portal

II. **Requirements.** Minimum requirements for Golden West Technologies to provide email filtering:

- Domain Controller, Certificate Authority and Mail Server are on a Microsoft supported OS.
- The mail server application is a Microsoft supported version of Exchange or Office 365. (Non-Microsoft mail providers are not supported.)
- Any externally enabled email addresses (including user mailboxes, aliases, distribution lists and mail enabled security groups) must exist within Active Directory.

III. **Setup Procedures.**

A. Responsibilities of the Customer includes:

- Provide Golden West Technologies (GWT) Network Operations Center (NOC) access to the firewall, or if a non-SonicWALL firewall, configuration of the firewall.
- Take appropriate action to change the mail exchange (MX) record with their Domain registrar to mail-virtual.gwtc.net or providing the GWT NOC with appropriate information and credentials necessary to remotely access an internal domain controller.
- Provide GWT with documentation on the IP addresses of servers and a mail-filter account or give access to GWT to discover the IPs and create a mail-filter account.

B. Any effort not described above would be considered a billable activity, to include:

- Installing or modifying the Certificate Authority.
- Maintenance or modification of Active Directory, Office 365, or Exchange (for example, adding proxy addresses)

IV. **Fees.**

A. On the in-service date, the customer will be charged a one-time setup fee of **\$125.00**.

B. Monthly fees are based on the number of email boxes protected and will begin on the in-service date:

| | |
|--|--------------------|
| Number of email boxes protected | 2 |
| Monthly Price per group of 10 email boxes protected (Mail box protection is sold in groups of 10) | <u>\$10</u> |
| Total Monthly Recurring Charge | \$10.00 |

C. The monthly recurring charge will be appropriately adjusted as the customer adds email boxes and additional groups of 10 are required.

V. **Term.** The initial term of this agreement is for one (1) year from the in-service date. Upon completion of the initial term, this agreement will automatically renew for successive sixty (60) day terms unless terminated by either party's written notice at least sixty (60) days before the end of the then-current term. If terminated, this service agreement ends on the last day of the then current term.

VI. **Acceptance.** By signing this agreement, the Customer accepts and agrees to all of the Terms and Conditions on all pages of this agreement.

VII. **Notice.** Any notices required to be given by Golden West Technologies shall be sent via E-mail to lynn@hermosasd.com All notices to Golden West Technologies shall be sent via E-mail to info@gwtis.com.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their authorized representatives as indicated below.

Golden West Technologies

Town of Hermosa

By: _____
(Authorized Signature)

By: Lynn R Bawter
(Authorized Signature)

Print Name: Dennis Servaty

Print Name: Lynn R Bawter

Title: Account Executive, Sales

Title: Finance Officer

Date: _____

Date: 1/22/20

**Additional fees may apply and are detailed in the Terms and Conditions on page 2 of this agreement.

Email Filtering Solution SERVICE AGREEMENT

Terms and Conditions:

1. The Customer has contracted with Golden West Technologies, or is about to contract with Golden West Technologies for email security. All monthly charges are payable in advance. The initial term of this Agreement is for one (1) year. Golden West Technologies monitoring and management services will begin when the necessary equipment and/or tools are installed and are operational, and when the necessary communications connection is completed. If terminated, this Agreement ends on the last day of the then-current term. The Customer shall be responsible for payment of all Services up to the time of suspension or termination and for payment of a late charge of one and one half percent (1 1/2 %) per month on any unpaid balances. A fee of up to 35% of the outstanding balance may be added to any account that is sent to collections due to failure to pay.
2. This Agreement may be suspended, at Golden West Technologies' option, for late payment or non-payment of services by the Customer. In the event that Golden West Technologies, in its sole discretion, determines that the Customer's network system poses an immediate risk of harm to Golden West Technologies' business or other Customers, Golden West Technologies may immediately suspend and/or terminate this Agreement. Additionally Golden West may terminate this Agreement if customer support requirements exceed expected levels. Customer will be given written notice of said termination at least thirty (30) days prior to termination, in which to bring support requests in line with expected levels.
3. The Customer may terminate this Agreement for cause after having first provided written notice of a breach of performance to Golden West Technologies and given thirty (30) days following the notice for Golden West Technologies to cure the alleged breach. In the event that the Customer terminates this Agreement, without cause, the Customer agrees to pay Golden West Technologies an amount in total equal to three times the monthly Agreement charges either through payment of actual fees or in a cash settlement or combination thereof.
4. Golden West Technologies assumes no responsibility for the timeliness, deletion or incorrect delivery of any email communications processed by this service. The customer must provide and is responsible for all equipment necessary to receive email forwarded to the customer by this service. Golden West Technologies assumes no liability for interruption of service due to strike, riots, floods, fires, acts of God, or any causes beyond the control of Golden West Technologies, including interruption in telephone service or internet connection. Golden West Technologies will not be required to supply service to the Customer while interruption of service due to any such cause shall continue. Golden West Technologies shall not be liable for any loss or damage caused by defect or deficiencies in the network nor shall Golden West Technologies incur any liability for any delay in response or non-response of any institutions or individuals notified by Golden West Technologies. The Customer understands that Golden West Technologies will not receive notifications when the telephone line, telephone equipment, internet connection, or other transmission mode is not operating or has been cut, interfered with, or otherwise compromised. Golden West Technologies shall not be obligated to perform any mail security service during any time when Customer's telephone, telephone equipment, internet connection, or other transmission mode shall not be working, is disabled, or otherwise compromised by any means since signals to Golden West Technologies are received solely by means of telephone communication or internet connection.
5. The Customer expressly understands that Email security SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT FURTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE.
6. UNDER NO CIRCUMSTANCES WILL GOLDEN WEST TECHNOLOGIES OR ITS AGENTS BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST REVENUE, LOST PROFITS COVER, LOSS OF DATA OR INTERRUPTION. IF THERE SHALL, NOTWITHSTANDING THE ABOVE PROVISIONS, AT ANY TIME BE OR ARISE ANY LIABILITY, ON THE PART OF GOLDEN WEST TECHNOLOGIES OR ITS AGENTS BY VIRTUE OF THIS AGREEMENT, SUCH LIABILITY IS AND SHALL BE LIMITED TO THE SUM OF SIX (6) MONTHS SERVICE FEES. SUCH LIABILITY AS HEREIN SET FORTH IS FIXED AS LIQUIDATED DAMAGES AND NOT A PENALTY AND THIS LIABILITY SHALL BE COMPLETE AND EXCLUSIVE. CUSTOMER ACKNOWLEDGES THAT IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES, IF ANY, WHICH MAY PROXIMATELY RESULT FROM A FAILURE OF GOLDEN WEST TECHNOLOGIES OR ITS AGENTS TO PERFORM ANY OF ITS OBLIGATIONS OR A FAILURE OF THE SYSTEM TO OPERATE BECAUSE OF, AMONG OTHER THINGS: THE UNCERTAIN AMOUNT OF VALUE OF CUSTOMERS PROPERTY OR THE PROPERTY OF OTHERS WHICH MAY BE LOST OR DAMAGED; THE INABILITY TO ASCERTAIN WHAT PORTION, IF ANY, OF ANY LOSS WOULD BE PROXIMATELY CAUSED BY GOLDEN WEST TECHNOLOGIES OR ITS AGENTS FAILURE TO PERFORM ANY OF ITS OBLIGATIONS. ANY ACTION AGAINST GOLDEN WEST TECHNOLOGIES IN CONNECTION WITH ITS SERVICE, MUST BE COMMENCED WITHIN ONE YEAR AFTER THE ALLEGED ACT OF MALFEASANCE, MISFEASANCE, OR NONFEASANCE OCCURRED.
7. NO PARTY WILL BE LIABLE FOR ANY FAILURE OF PERFORMANCE, IF SUCH FAILURE IS DUE TO ANY CAUSE BEYOND SUCH PARTY'S REASONABLE CONTROL KNOWN AS FORCE MAJEURE, INCLUDING ACTS OF GOD, FIRE, EXPLOSION, VANDALISM, TERRORISM, CABLE CUT, STORM, OR OTHER SIMILAR OCCURRENCE, ANY LAW, ORDER, REGULATION, DIRECTION, ACTION, OR REQUEST BY ANY GOVERNMENT, CIVIL, OR MILITARY AUTHORITY, NATIONAL EMERGENCIES, INSURRECTIONS, RIOTS, WARS, LABOR DIFFICULTIES, SUPPLIER FAILURES, SHORTAGES, BREACHES, OR DELAYS.

8. In the event Golden West Technologies is destroyed or so substantially damaged by Force Majeure that Golden West Technologies is unable to provide the services under this Agreement, Golden West Technologies shall have a reasonable period of time in which to relocate or subcontract the Firewall monitoring and management service.
9. It is understood and agreed by and between the parties hereto, that if there is any conflict between this Agreement and customers purchase order, or any other document, this Agreement will govern.
10. The Customer may not assign this Agreement, unless the written consent of Golden West Technologies is first obtained.
11. This Agreement shall be governed by the laws of the State of South Dakota, except its "Conflict of Laws" rules. Venue for all disputes shall be the Circuit Court for Pennington County, South Dakota. In the event Customer shall violate any term, covenant or agreement hereunder and Golden West Technologies shall incur any legal expenses as a result thereof, Customer agrees to pay reasonable attorney's fees so incurred by Golden West Technologies, including court costs and appellate proceedings.
12. All rights, powers and remedies reserved or given to Golden West Technologies hereunder shall inure to the benefit of Golden West Technologies, its successors and assigns.
13. In the event any of the terms or provisions of this Agreement shall be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.
14. The person executing this Agreement for and on behalf of Customer hereby warrants and represents that he/she is duly authorized to execute same and has the authority to bind and obligate Customer herein.
15. At any time after the initial term of this Agreement, Golden West Technologies may increase charges or change the terms and conditions of this Agreement upon providing 60 days notice to the Customer. Upon receipt of the notice of increased charges or change of terms and conditions, the customer may cancel Agreement by providing notice in writing 30 days prior to the effective date of the increase or changes.
16. The Customer agrees that for so long as Golden West Technologies is engaged by the Customer, and for a period of twenty-four months thereafter, the Customer shall not, directly or indirectly, call upon, solicit, recruit, or assist others in calling upon, recruiting or soliciting any persons who is an employee of Golden West Technologies and whom the Customers has become aware of by virtue of this engagement for the purpose of having such a person work for the Customer, or for any other person firm corporation or entity.
17. Customer agrees to use the Service in compliance with applicable law.

**RESOLUTION 06-2022
WATER RATE STRUCTURE**

A RESOLUTION TO ESTABLISH WATER RATES AND CHARGES FOR THE MUNICIPALITY OF HERMOSA, CUSTER COUNTY, SOUTH DAKOTA.

BE IT RESOLVED by the Municipality of Hermosa, Custer County, South Dakota that the owners or occupants connected with the Hermosa Municipal Water System shall pay for water consumed at the following rates:

HERMOSA WATER RATES

| GALLONS | IN-TOWN RESIDENTIAL | IN-TOWN COMMERCIAL | N HERMOSA WATER USERS | OUT OF TOWN RESIDENTIAL | OUT OF TOWN COMMERCIAL |
|-------------|------------------------|-----------------------|--------------------------|----------------------------|---------------------------|
| 0-3000 | \$41.00 | \$65.00 | \$56.00 | \$75.00 | \$90.00 |
| 3001-4000 | \$46.00 | \$71.00 | \$66.00 | \$85.00 | \$102.00 |
| 4001-5000 | \$51.00 | \$77.00 | \$76.00 | \$95.00 | \$114.00 |
| 5001-6000 | \$56.00 | \$83.00 | \$86.00 | \$105.00 | \$126.00 |
| 6001-7000 | \$61.00 | \$89.00 | \$96.00 | \$115.00 | \$138.00 |
| 7001-8000 | \$66.00 | \$95.00 | \$106.00 | \$125.00 | \$150.00 |
| 8001-9000 | \$71.00 | \$101.00 | \$116.00 | \$135.00 | \$162.00 |
| 9001-10000 | \$76.00 | \$107.00 | \$126.00 | \$145.00 | \$174.00 |
| 10001-11000 | \$81.00 | \$113.00 | \$136.00 | \$155.00 | \$186.00 |
| 11001-12000 | \$86.00 | \$119.00 | \$146.00 | \$165.00 | \$198.00 |
| 12001-13000 | \$91.00 | \$125.00 | \$156.00 | \$175.00 | \$210.00 |
| 13001-14000 | \$96.00 | \$131.00 | \$166.00 | \$185.00 | \$222.00 |
| 14001-15000 | \$101.00 | \$137.00 | \$176.00 | \$195.00 | \$234.00 |
| 15001-16000 | \$106.00 | \$143.00 | \$186.00 | \$205.00 | \$246.00 |
| 16001-17000 | \$111.00 | \$149.00 | \$196.00 | \$215.00 | \$258.00 |
| 17001-18000 | \$116.00 | \$155.00 | \$206.00 | \$225.00 | \$270.00 |
| 18001-19000 | \$121.00 | \$161.00 | \$216.00 | \$235.00 | \$282.00 |
| 19001-20000 | \$126.00 | \$167.00 | \$226.00 | \$245.00 | \$294.00 |

Each 1000 gallons thereafter shall be calculated at the rate of \$5.00 for in town residential users, \$6.00 for in town commercial users, \$10.00 for out-of-town residential users, and \$12.00 for out-of-town commercial users.

Dated this ____ day of _____, 2022

ATTEST:

TOWN OF HERMOSA

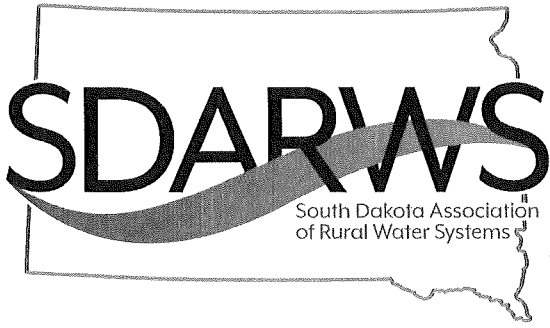
Dan Holsworth
Town Board President

Vote: Henrichsen,
Holsworth,
Kramer,
Schumack,
Thomason,

First Reading: _____

Published: _____

Published once at the approximate cost of _____.



Fyi

MADISON
203 Center Street West
PO Box 287
Madison, SD 57042
605-556-7219

SPEARFISH
301 Seaton Circle
PO Box 815
Spearfish, SD 57783
605-642-4031

TO: West River Class B Member Systems
FROM: Kurt Pfeifle, SDARWS Executive Director
DATE: October 14, 2022
RE: Request for Nominations

Due to a resignation, we currently have one board position open for a West River Class B Director. By the virtue of your membership in SDARWS; your Municipality or Water System qualifies you to nominate a person from your organization to serve on our Board. The length of the term is three years with two years remaining on this term. Please consider this as an opportunity and thoughtfully consider nominating an individual for this position.

Please have your nomination postmarked by Monday, November 14, 2022.

Individual Nominated: _____

Municipality or Water System Represented: _____

Position/Relationship to System: _____

Phone Number: _____

Email Address: _____

Have questions? Call or email, Kurt Pfeifle, Executive Director SDARWS.

Email: election@sdarws.com
Office: 605-556-7219
Mailing Address: SDARWS
PO Box 287
Madison, SD 57042

Please return this nomination by mail.

Fyi



A LEAK MAY NOT BE A LEAK

Al Kocmich, SDARWS Circuit Rider

During my time here at SDARWS, I have been contacted many times by water operators and finance officers who have found significant water loss in their system – some as much as 50%. After doing this job for a while now, I have realized that they are not all leaks.

One small town contacted me recently, and they had a water loss of 40% for over six years. Upon inspection of the billing department's records, the water loss started when the city had put in new remote-read water meters. The operator had stated that water loss was up to 50% during the spring, summer, and fall, but it dropped to 10% in the winter. Upon inspection of water billing records, we discovered that the local fertilizer and spraying co-op, which had a two-inch water meter, used very little water for the thousands of acres they sprayed. Upon examination of the water meter, it was found the two-inch water meter was installed with a multiplier of 10 gallons per minute instead of 100 gallons per minute.

On another occasion, I was called to visit a small town with our leak trailer that was losing one million gallons a month. After finding two small leaks which did not amount to that large of a loss, we had the leak trailer hooked up to a fire hydrant in front of the water plant. It indicated that the backflow device was not working correctly, water was running back into the water plant, and the operators had to treat the water twice.

And then there was the rural water system that supplied a

little town that was using a tremendous amount of water. We discovered that a piece of a clay valve had broken off and lodged itself into the pipe three inches in front of the meter sending all the flow to one half of the turbo water meter and causing it to spin twice as fast.

So, when we talk about water loss, it is always a good idea to investigate the loss by beginning with records and looking at what, when, and where the water loss began. Some things to consider are if the loss is the same every month or if something has changed in the water system.

It is a good feeling to be able to go to a town and solve a water problem and not have to dig up a street or somebody's front lawn.

If your system does need help with leak detection, give one of us Circuit Riders a call, and we'd be happy to help you assess your water loss. Our contact information can be found on page 9. 💧

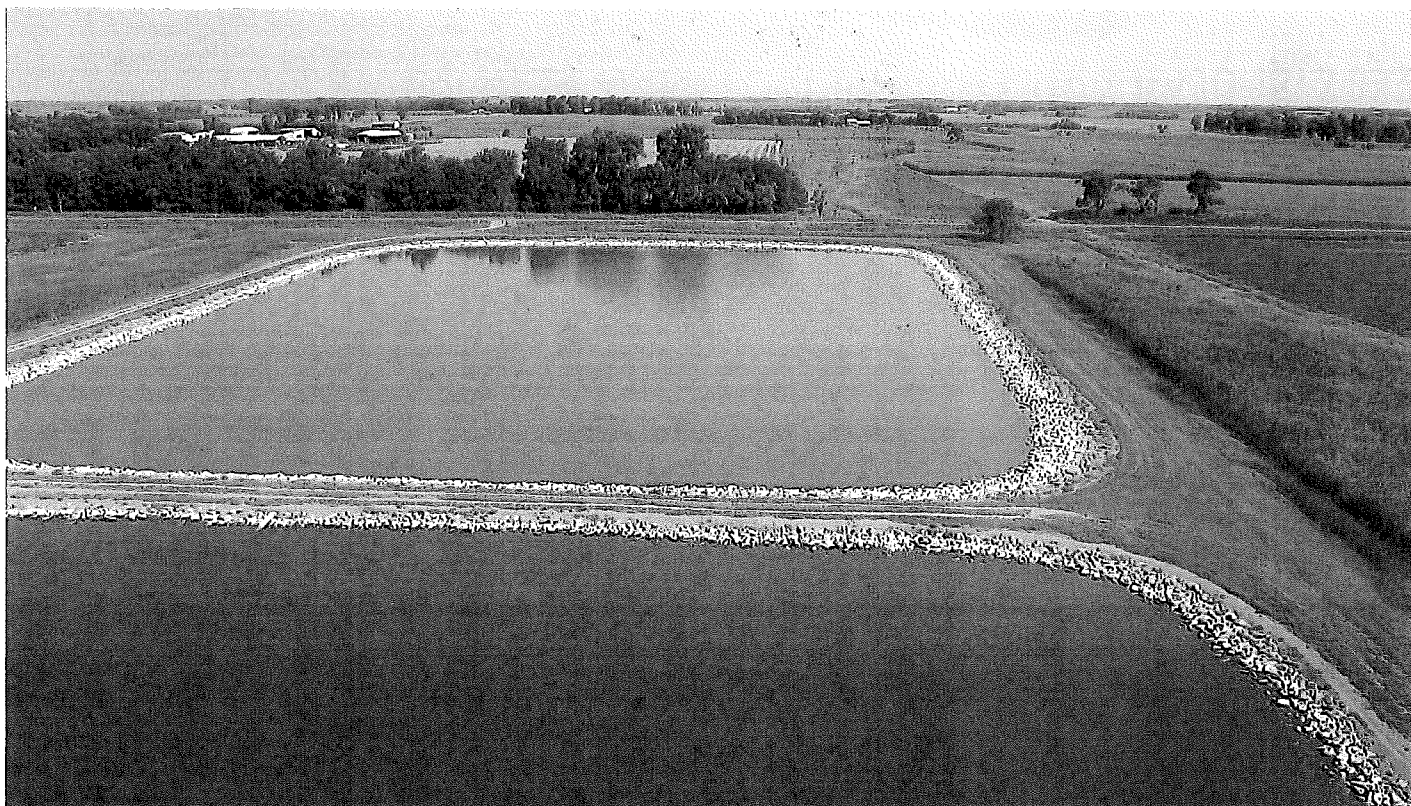


ALLEN KOCMICH joined the SDARWS staff in November 2021 as a Circuit Rider. He previously worked for 30 years at the City of Avon, SD as the Water/ Wastewater Superintendent. Al holds a Class I Water Distribution and Class I Wastewater Collection. Al has volunteered with the Avon Fire Department for over 30 years, with 15 years as Assistant Chief, and has been on the Avon Ambulance crew for 22 years. He enjoys fishing, hunting, boating, camping, and the Green Bay Packers (when they win).

Fyi

INSPECTING YOUR LAGOONS:

SPRING, FALL, WEEKLY, MONTHLY, AND IN THE WINTER



Glen Olene, SDARWS Wastewater Technician

First, a little about myself I am a new hire for SDARWS as of mid-May 2022. I grew up in Hendricks, MN, and joined the Army from 1977 to 1997. Upon retirement from the military, I moved to Watertown, SD, where I worked a few different jobs: welder, postal carrier, maintenance at a nursing home, independent contractor for FedEx ground, and served as the Public Works Director for the City of Eureka from 2017 to 2022.

Inspect your lagoons for the following to prevent them from turning septic on you. Make sure the grass is mowed, weeds are sprayed, and all trees have been removed from the berms. Your lagoons need wind to move the water which puts oxygen in the pond and lets sunlight in. Duckweed starts small but, in no time, can take over your pond, covering the surface and blocking sunlight that is needed for evaporation. This in turn lets aerobic microorganisms change waste solids to carbon dioxide, ammonia, and phosphates, which is a food source for algae that produces oxygen in the pond. Duckweed can be reduced or eliminated mechanically or chemically.

Fencing is also a must, along with a locked gate and signage notifying people to keep out of untreated sewage. You do not

want hunters out in your lagoons shooting the place up.

Check your dike for burrowing animal holes that could damage your liner or equipment. Also look for erosion due to the lack of rip-rap, spring thaw, and/or shifting ice. Check the duck walk for damage moving in or out due to ice, snow, and wind.

Lastly, exercise your valves, ensuring they turn and will work for you when needed for discharging. Lower the pond so it can hold 180 days of wastewater during the winter months.

It is important to check your lagoons weekly, if not monthly. If you need assistance with your lagoons, please give us a call at 605-556-7219. 💧



GLEN OLENE joined South Dakota Association of Rural Water Systems in May of 2022. Prior to that he worked as the Public Works Director for the City of Eureka, and spent 20 years in the ARMY. Glen holds a Class I in Wastewater Collection, Class I in Stabilization Ponds, and Class I in Water Distribution. In his spare time he enjoys riding his Harley with his wife, camping, hunting, and fishing.



THE GREAT RESIGNATION

Paul Dorwart, SDARWS Circuit Rider

As I began this new adventure as a Circuit Rider, I couldn't help but see a very concerning trend for many towns and water systems. Employees are quitting at an alarming rate leaving difficult gaps to fill, with small municipalities being hit the hardest. They call it the great resignation, and to small towns across the state, it has proven to be devastating. I have talked to many older, well past retirement-age operators who say they would love to retire, but there isn't anyone to take their place; they stay out of a sense of duty to their community. Many communities are left with the finance officer or mayor pulling double duty to keep compliant until a new employee can be hired.

The labor market, in turn, has become a fierce battle ground in employer's attempts to fill essential positions. Wages and benefits are increasing rapidly, leaving some small towns and systems behind. South Dakota boasted a 2.3% unemployment rate in June; while this is great for the economy, it creates a big hurdle to find and retain good employees.

Pandemic? Aging workforce? Everyone seems to have differing opinions on what or who is to blame. Still, it comes down to the fact that there has been a shift to employees wanting more flexibility, meaningful work, and better compensation. Many older workers blame young workers saying, "nobody wants to work anymore," and I think many young workers would criticize that idea saying, "I just don't want to work how you did." Recently there has been a shift for younger workers to seek entrepreneurial career paths and contract-type employment.

I think the path moving forward will be a rough one; finding the right combination of meaningful work, flexibility, and compensation to create a work-life balance that will retain your workforce will be critical. Employers will have to be increasingly creative in finding ways to accomplish this. It is not all about the money; while it helps to be competitive with compensation, it's no longer top of the list for operators. A recent Pew Research Center article found that other than pay, the reasons people gave for quitting their jobs were no opportunities for advancement and being disrespected at work.

Water operators are some of the hardest-working individuals I've met. They have a tremendous amount of responsibility placed on them, and when given the opportunity, they will do what's right for their system. The loss of an experienced operator has an incredibly high cost – not only the actual costs for finding a replacement and training, but the loss of system knowledge that experience brings is immeasurable. ♦



PAUL DORWART joined the team at SDARWS as a Circuit Rider for the state's east side in March 2022. He has a degree in Ag Management from Mitchell Technical College and a bachelor's degree in business administration from Dakota Wesleyan University. Paul worked as a general contractor for nine years before becoming the maintenance superintendent at the City of Kimball. He holds a Class I Water Distribution, Class I Wastewater Collection, and Stabilization pond certificate.

Paul He currently resides in Kimball with his wife and two daughters. He enjoys hunting, traveling, gardening, landscaping, and building/remodeling projects in his spare time.

Fyi

Gail Boddicker

From: GOED Partner Relations <joe.fiala=sdgoed.com@mlsend.com> on behalf of GOED Partner Relations <joe.fiala@sdgoed.com>
Sent: Wednesday, October 26, 2022 1:44 PM
To: Gail Boddicker
Subject: Continuing to invest in your community

[View in browser](#)

SOUTH DAKOTA

GOVERNOR'S OFFICE OF ECONOMIC DEVELOPMENT

Continuing to invest in your community

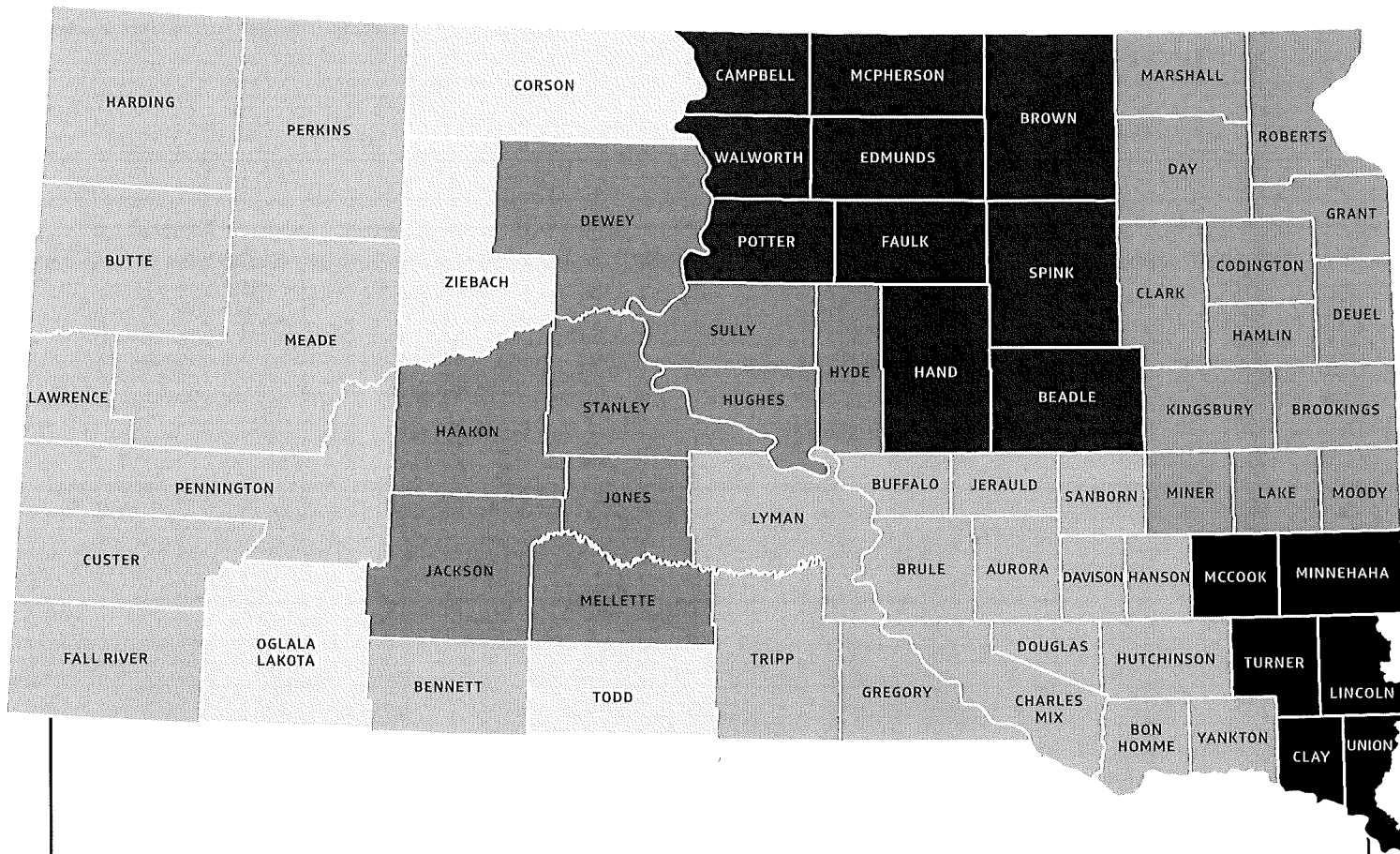
Often times economic developers ask how they can help their community stand out or welcome business growth. Our answer - planning and infrastructure.

We are here to help you better understand your community's planning tools and how you can use them. Preparing your community for the future starts with a plan.

Educating yourself on what needs to be done and then prioritizing each person's role can help make sure that your projects come to fruition.

If your community is wanting new amenities but doesn't have the budget to maintain its current infrastructure, you should look to your community's capital improvement plan for insight.

South Dakota PLANNING DISTRICTS MAP



● **FIRST DISTRICT OF LOCAL GOVERNMENTS**

Todd Kays, Executive Director
418 18th Avenue NE, PO Box 1207
Watertown, SD 57201
Phone: (605) 882-5115
Fax: (605) 882-5049
E-mail: todd@1stdistrict.org

● **SOUTH EASTERN COUNCIL OF GOVERNMENTS**

Lynne Keller Forbes, Executive Director
500 N Western Avenue, Suite 100
Sioux Falls, SD 57104
Phone: (605) 367-5390
Fax: (605) 367-5394
E-mail: lynne@secog.org

● **PLANNING & DEVELOPMENT DISTRICT III**

Greg Henderson, Executive Director
1808 Summit Street, PO Box 687
Yankton, SD 57078
Phone: (605) 665-4408
Fax: (605) 665-0303
E-mail: districtiii@districtiii.org

● **NORTHEAST COUNCIL OF GOVERNMENTS**

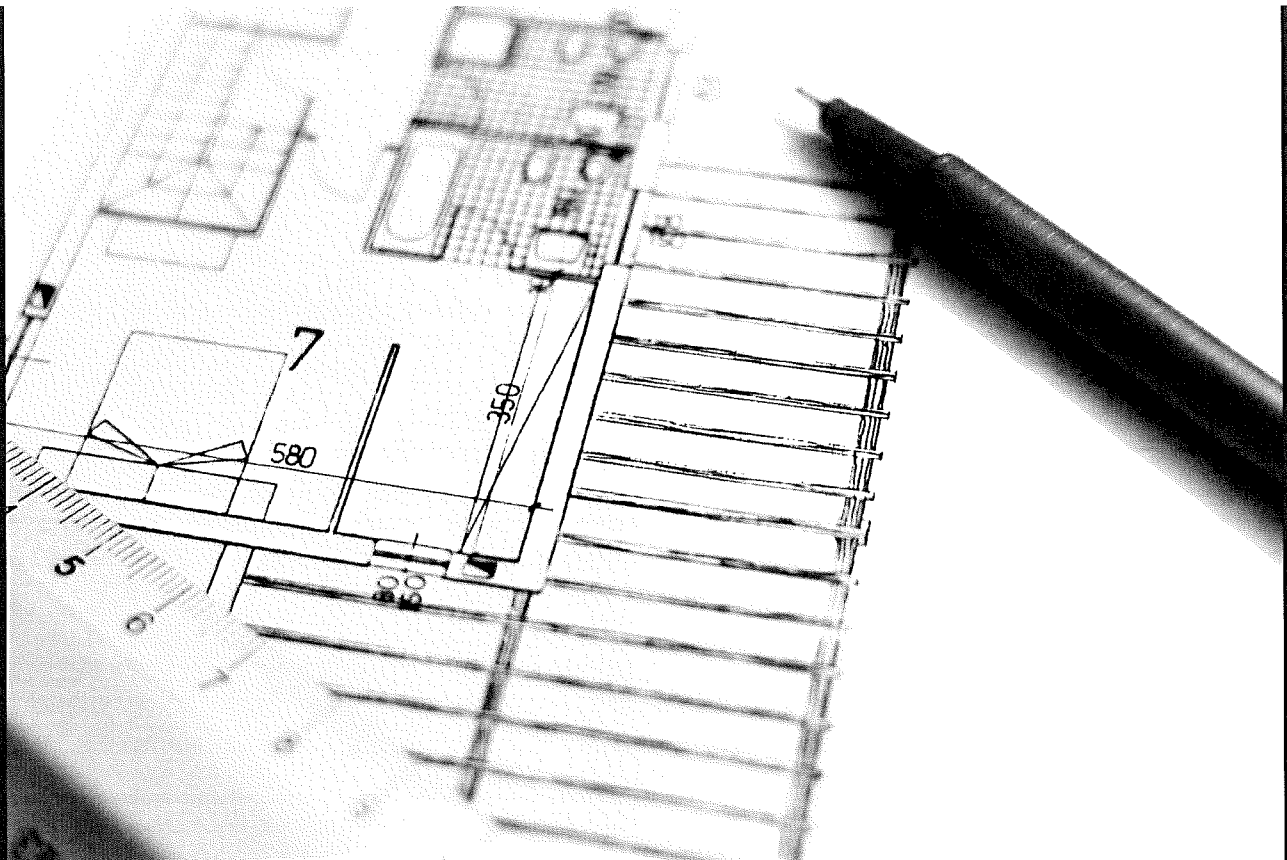
Eric Senger, Executive Director
416 Production Street N Suite 1
Aberdeen, SD 57401
Phone: (605) 626-2595
Fax: (605) 626-2975
E-mail: eric@necog.org

● **CENTRAL SOUTH DAKOTA ENHANCEMENT DISTRICT**

David Reiss, Executive Director
3431 Airport Road, Suite 3, PO Box 220
Pierre, SD 57501
Phone: (605) 773-2780
Fax: (605) 773-2784
E-mail: david@csded.org

● **BLACK HILLS COUNCIL OF LOCAL GOVERNMENTS**

Jennifer Sletsema, Executive Director
730 E Watertown Street, Suite 102
Rapid City, SD 57701
Phone: (605) 394-2681
Fax: (605) 394-6140
E-mail: jsletsema@wrbsc.com



Implementing your community plans

Do you have a capital improvement plan?

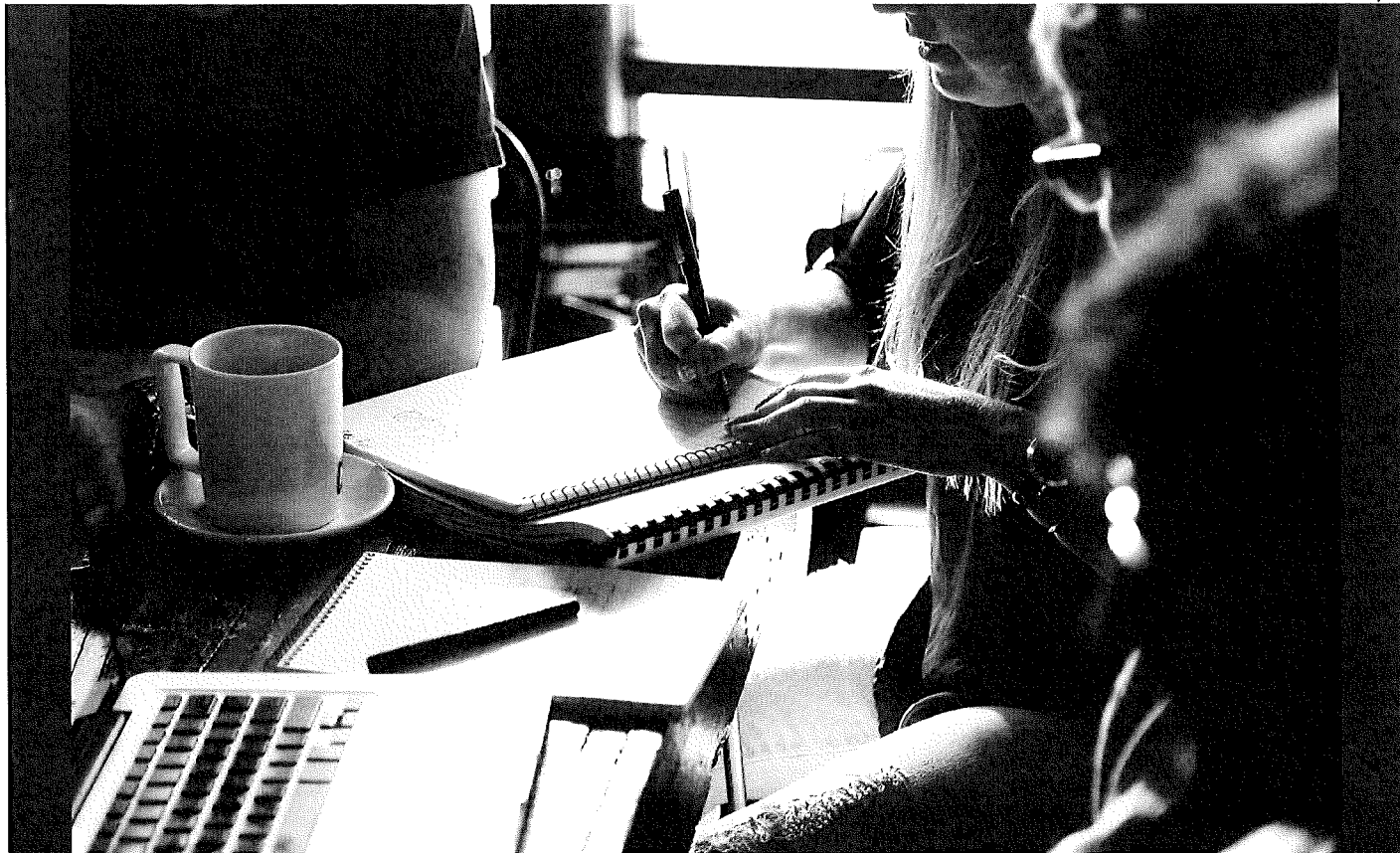
Do you know where to find it? Talk to your city or check out their website for more information.

Once your plan is in place, what is your role in executing the plan?

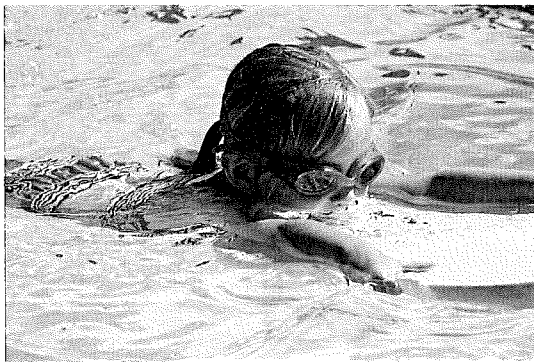
It is important to get the right people, such as businesses, elected officials, and other key community stakeholders, to the tables for these discussions.

Your role as an economic developer is informing stakeholders of business growth strategies. From business parks to sufficient water lines for housing, amenities like swimming pools, and other community needs, you have the ability to influence these plans to make your community be proactive instead of reactive and stand out among others.

If you don't have one - Planning districts are also able to help with the creation of plans. If you or your community are looking for help, reach out to them. Find information on your local planning district here: <https://sdgoed.com/wp-content/uploads/2021/03/PlanningDistrict-RegionMap.pdf>



Community investment checklist

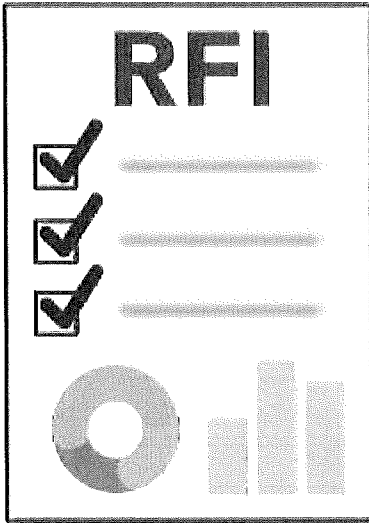


Here are a few things to consider once your community plan is in place.

- * An investment guide
- * Community influencers
- * Annual review of plans
- * Community support
- * A progressive team

Request For Information

fyi



An RFI is a formal "Request for Information" from a site selection consultant or company that is searching for a new location or operation.

Click here for the latest RFI progress

South Dakota Governor's Office of Economic Development

711 East Wells Avenue, Pierre
SD 57501 United States

[Unsubscribe](#)

sdgoed.com



View our Partner Relations resources and past communications by clicking [here](#).