

**HERMOSA TOWN BOARD  
TUESDAY, DECEMBER 6, 2022  
REGULAR MEETING @ 5.00pm**

- 1) **ROLL CALL:**
  - A. BOT Roll Call: Henrichsen, Holsworth, Kramer, Schumack
  - 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 November 17th, 2022, regular meeting minutes
  
- 4) **CONFLICT OF INTEREST DECLARATION**
  
- 5) **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 design & expansion)
  - D. Water/Sewer Facility Plans  
Resolution(s) review  
DANR Award  
Bruels Email
  - E. Black Hills Council of Local Governments
  - F. Town of Hermosa Water and Sewer Extension Project
  - G. Hermosa Hills Drainage  
Town accept Marie Street  
Town accept Walter Street
  - H. Whitney Street Drainage  
SDARWS Report, Pending technician assistance, update on timeline  
Camera drainage  
Approval to camera at retention pond, pending SDARWS results
  - I. 5<sup>th</sup> Street repair discussion
  - J. Roy's Drive In Sewer Line  
Pending Roy's response
  - K. Facility Plan for Booster, Water Meters  
Possibly to add to USDA
  - L. Rural Development  
Application pending
  
- 6) **CLAIMS:**
  - A. Review payroll and claims
  - B. Motion to approve the claims as presented/amended
  
- 7) **LAW ENFORCEMENT/ ABATEMENTS/COMPLAINTS:**
  - A. Committee report
  - B. Custer County Log
  - C. Abatements  
Properties, Dumpster
  
- 8) **LEGAL:**
  - A. Hermosa Library
  
- 9) **PLANNING & ZONING:**
  
- 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. Land application penalties
- G. Agreement for performance of services of public works and town maintenance

11) **FINANCE OFFICE:**

- A. Monthly financials
- B. Department updates
- C. Midwest Assistance Program
- D. Golden West Technologies Contract
- E. ARPA Funds – deposit.
- F. Black Hills Area Finance Officer Meeting – December 7, 2022
- G. Take Gail Boddicker off Pioneer Account

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

13) **NEW BUSINESS:**

- A. Fencing Estimate
- B. Hazard Mitigation
- C. 1st Reading:
  - a. Ordinance No. 2.074A Supplemental 2022 Appropriations Ordinance
- D. 1st Reading:
  - a. Chapter 52: Garbage and Refuse
  - b. Chapter 153: Mobile Homes; Parks
- E. Deposit increase for the utilities.
- F. South Dakota PFAS Cost Recovery Program

- 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 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.

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.

3A.

**HERMOSA TOWN BOARD  
THURSDAY, NOVEMBER 17, 2022  
REGULAR MEETING @ 6:00pm**

ROLL CALL: Holsworth called the meeting to order on Thursday, November 17<sup>th</sup> at 6:00 pm with the following members present: Holsworth, Kramer, Henrichsen, Schumack, Ferguson and interested citizens also present.

CALL FOR CHANGES: Holsworth called for changes to move the Oath of office for Monika Serviss to be done right away after the agenda is approved. Also noted that motion was added under engineer, release of ARPA funds from Custer County to Town of Hermosa. Comment about the citizen input statement with the board. This item will be discussed at the next work session. Motion made to accept agenda as amended; vote: all ayes, motion carried.  
Monika Serviss took the Oath of Office.

CONSENT CALENDAR: Motion made and seconded to approve November 1<sup>st</sup>, 2022 regular meeting minutes as presented; vote: one, abstained, three, ayes, motion carried.

CONFLICT OF INTEREST DECLARATION None.

CLAIMS: Motion made and seconded to approve the November 17<sup>th</sup>, 2022, Payroll and Claims as presented; vote: all ayes, motion carried. Claycomb engineering, Water/Sewer extension, \$2400.00; EFTPS, 941 payroll tax deposit (11-15-22 Payroll), \$730.02; Payroll related: Finance department, \$3144.63; Gail Boddicker, Health insurance, \$200.00; Ferguson Construction, Fuel for Lagoon pumping, streets snow removal, \$854.71; Golden West Technologies, Monthly fee, \$563.50; gWorks, Annual fee, \$4537.00; Neugebauer Brothers, Use of tractor to pump lagoon, \$1800.00; PSN (Payment Service Network), Monthly fee, \$136.70; South Dakota Municipal League, Annual membership dues, \$604.90; SD Department of Revenue, Sales Tax Payable, \$582.89. Total of: \$15,554.35.

Add discussion to the next work Session: Ferguson Construction invoice for Lagoon pumping and Fuel

LAW ENFORCEMENT/ ABATEMENTS/COMPLAINTS: No report from Custer County

LEGAL: Mitch Johnson absent. Auditor will be sending letters to Mitch Johnson and Kent Hagg about taken actions on the litigations that are pending.

ENGINEER: Town is moving forward with the Water Rehab project (WRT System). Motion made, seconded to release ARPA Funds from Custer County to Town of Hermosa; Vote: all ayes, motion carried. Hermosa Sidewalk Project – pending, waiting on the bids. Sewer Project (Lagoon expansion) – pending, Ferguson been answering questions to the engineer. Sludge test was done and documented and sent to ACES. Engineer needs to finish the facility/expansion plan to be approved and then move to the bid stage. Town of Hermosa Water and Sewer Extension Project: pending. Waiting for approval. Hermosa Hills Drainage: Core test, to ensure there is at least 10” of gravel on the road, was conducted and waiting on the report. Whitney Street Drainage: pending. Waiting on SDARWS to retest city water lines. 5<sup>th</sup> Street repair discussion – Pending. Roy’s Drive in Sewer Line: Second letter has been sent, waiting on response. Facility Plan for Booster, Water Meters: pending. Rural Development application: pending.

PLANNING & ZONING: Review of November 8, 2022, Minutes.; no action taken.  
Motion made, seconded to approve addresses for Parcels 05721-015728, N. Wilder Blvd.; Vote: all ayes, motion carried. 2022-18 - Moving Permit/Informational–Custer County Fairgrounds–moving 20x20 garage from 194 Fairgrounds Pl. Pending. Follow up with Neugebauer.

PUBLIC WORKS: Street Light Repairs: we have 2 lights in stock, ordered 2 more. Dan Holsworth will call to get hard copy estimates for solar lights to be added to the streets and follow up with Black Hills Electric. Water & Sewer Department Updates: received the materials but waiting for the right weather conditions to move/install the new meter. Ferguson requested to contact Custer County Chronicle to make a correction in the last November 16<sup>th</sup>, 2022 issue, incorrect wording: “Radium”, not “Uranium”.  
Land Application Contract: Contract signed. Best Management Plan: completed and sent in by the due date. Motion made to remove item E) CMOM Discussion, seconded, vote: all ayes, motion carried.

FINANCE OFFICE: Financial reports provided in packet. Hard copies of new ordinances will be provided to all BOT members. New contract for Golden West Technologies will be received by the end of November. No motion made for June 6<sup>th</sup>, 2023, election date. Judges elected for judging Christmas Light Contest: Linda Kramer and Terri Schumack on December 16<sup>th</sup>, 2022.

OLD BUSINESS: Annexation: Gumbo Lilly, Fairgrounds Place, McDermand Street – letters sent out, waiting for response. Town Sign, Town office and Library deck staining, pending. Motion made, seconded to move item E) Camera drainage, to Engineer under item G) Whitney Street drainage; Vote: all ayes, motion carried. Discussion about grants for camera drainage.

NEW BUSINESS: Hermosa Library – pending final lease agreement. Motion made, seconded to remove item B) Custer County Commissioner’s Meeting from the agenda; Vote: all ayes, motion carried. Fencing Estimate – estimate for the lower pump house presented at the meeting. Motion made, seconded to remove item D) Water Rate Structure: Resolution 2022-6 off the agenda; Vote: all ayes, motion carried. Motion made, seconded to remove November 8<sup>th</sup>, 2022 Work session and Approval of per diem/milage for representative under item E) Hazard mitigation from the agenda; Vote: all ayes, motion carried. Request to reach out to Dawn McLaughlin to ask about hazard mitigation meeting, add us to the e-mail.

Letters of Intent for BOT Position: Motion made, seconded for discussion to add Chuck Irvine to the Board of Trustees; Vote: 2 ayes, 2 nays. Motion made, seconded for discussion to add Jerald E Styles to the Board of Trustees; Vote: 2 eyes, 2 nays. Position will stay open until the Election.

1<sup>st</sup> reading for ordinances Chapter 153: Mobile Homes; Parks, Chapter 52: Garbage and Refuse will be done on December 6<sup>th</sup>, 2022.

Motion made, seconded to approve Operating Agreement Renewals for:

1. Operating Agreement Corner Pantry Travel Center, Package (off-sale) Liquor
2. Operating Agreement Hermosa Deli & Lounge, Retail (on-sale) Liquor
3. Operating Agreement Lazy R Bar and Grill; Retail (on-sale) Liquor-Restaurant

Vote: all ayes, motion carried.

Motion made, seconded to approve Uniform Alcoholic Beverage License Renewal

1. PL-4469, Corner Pantry Travel Center, Package (off-sale) Liquor
2. RL-5208, Hermosa Deli & Lounge, Retail (on-sale) Liquor
3. RR-22505, Lazy R Bar and Grill; Retail (on-sale) Liquor-Restaurant

Vote: all ayes, motion carried.

Motion made, seconded to remove items F), H), I) off the agenda; Vote: all ayes, motion carried.

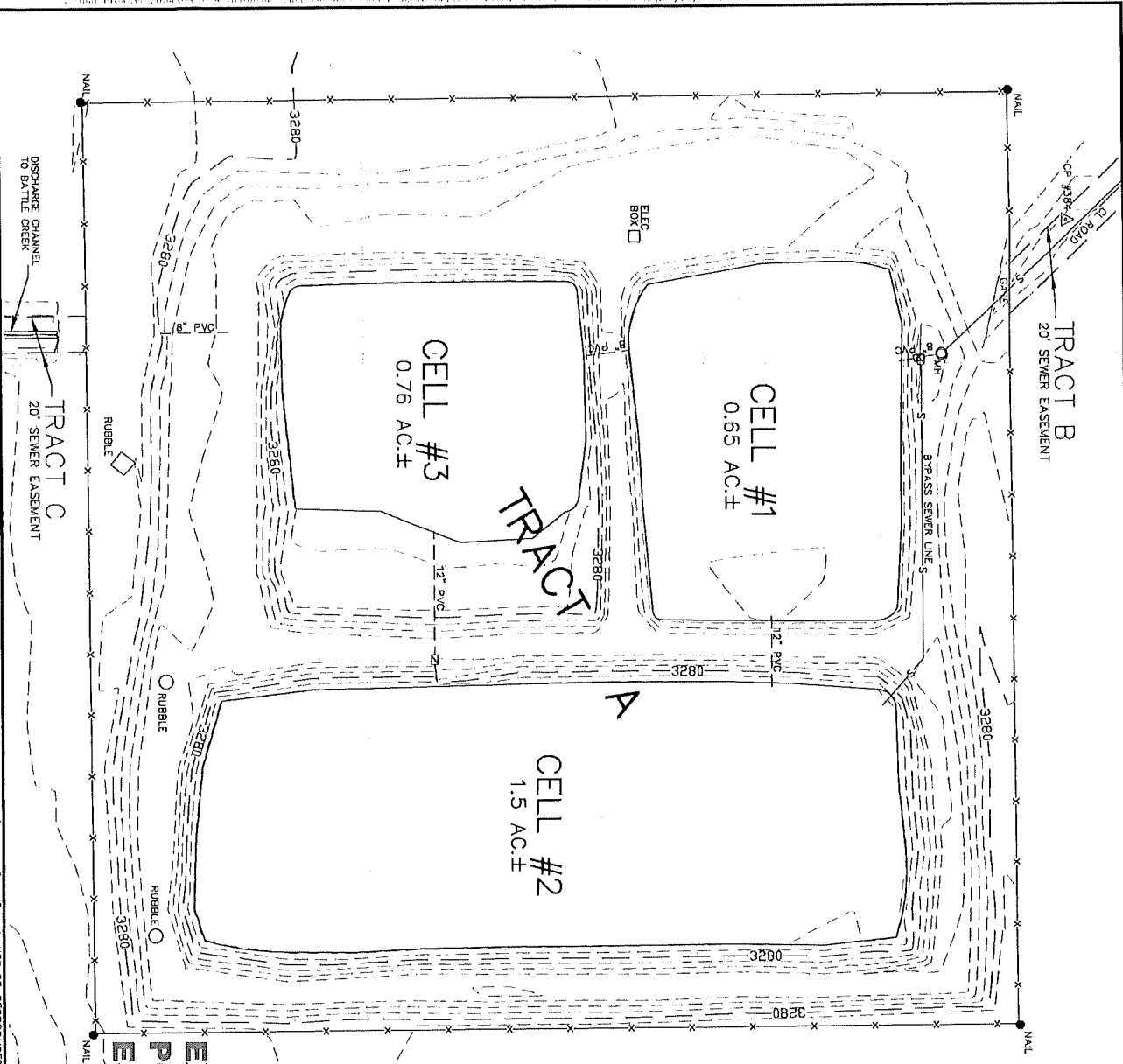
ITEMS FROM CITIZENS: Citizens had input on public works and new business items. No action taken.

TRUSTEE INPUT: Next work session to be held on November 22<sup>nd</sup>, 2022 at 6pm.

EXECUTIVE SESSION: No executive session.

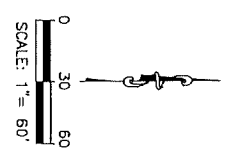
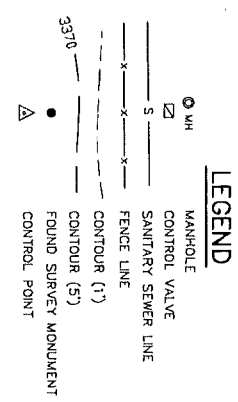
ADJOURN: Motion made, seconded to adjourn the meeting at 7.37 PM; Vote: all ayes, motion carried.

5c.



**EXISTING LAAGOON CONDITIONS  
POPULATION OF 450 (TOTAL  
ESTIMATED)**

- NOTES:
1. POND DOCTOR IS CURRENTLY OPERATED ON CELL #1
  2. DISCHARGE CHANNEL TO BATTLE CREEK IS NO LONGER USED. HOWEVER, HERMOSA RETAINS A DISCHARGE PERMIT TO BATTLE CREEK
  3. CURRENT DISCHARGE IS BY LAND APPLICATION



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<p><b>ADVANCED ENGINEERING &amp; SURVEYING, LLC</b> 1030 WEST MAIN STREET RAPID CITY, SOUTH DAKOTA 5701 PHONE: 605-718-8825 FAX: 605-718-8837 EMAIL: advancedeng@rushmore.com</p>		<p><b>EXISTING LAAGOON LAYOUT</b> HERMOSA, SOUTH DAKOTA</p>	
<p>DESIGNER: RAB DRAWN: LAF CHECKED: RAB DATE: 12/29/04</p>	<p>REVISIONS: DATE: _____ DATE: _____ DATE: _____</p>	<p>FIGURE 5</p>	<p>DATE: 04-01-05</p>



FACILITY PLAN ESTIMATE OF COST  
HERMOSA, SOUTH DAKOTA  
LAGOON EXPANSION | INITIAL ESTIMATE

Nov-21

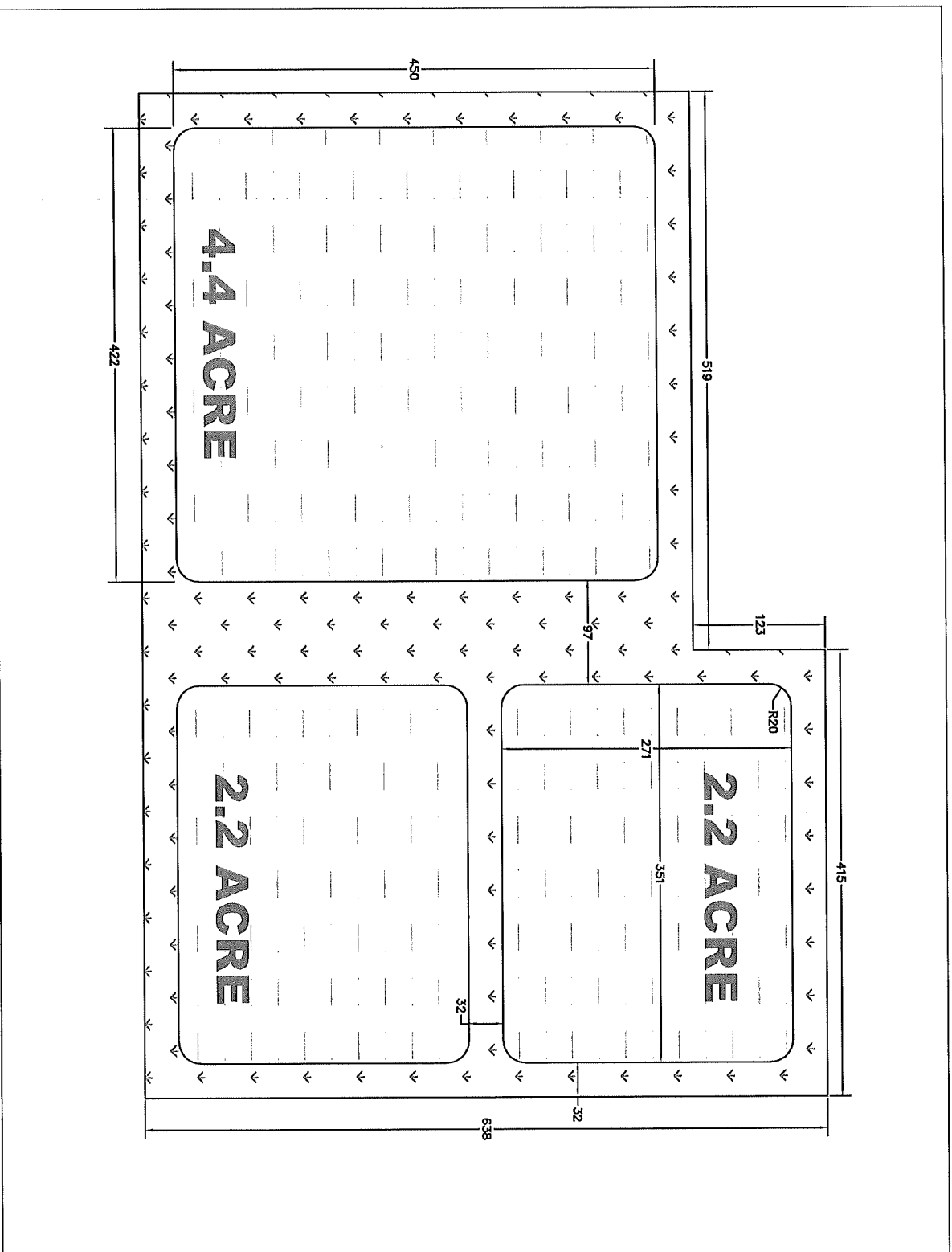
Item	Unit	Total Quantity	Unit Price	Extended Cost
Mobilization	LS	1	\$75,000.00	\$75,000.00
Standard Manhole, 48" Dia.	EA	5	\$4,000.00	\$20,000.00
Bentonite Liner	TON	250	\$120.00	\$30,000.00
Flow Metering Device	LS	1	\$12,000.00	\$12,000.00
Sludge Removal & Disposal	CY	3,400	\$15.00	\$51,000.00
Pond Level Indicators	EA	3	\$750.00	\$2,250.00
Seeding, Fertilizing, Mulching	AC	2	\$5,000.00	\$10,000.00
Gravel Surfacing	TON	350	\$25.00	\$8,750.00
Type I Bedding Material	TON	1,125	\$21.00	\$23,625.00
Unclassified Excavation	CY	18,000	\$8.00	\$144,000.00
Erosion Control, Silt Fence	LF	1,400	\$5.00	\$7,000.00
Class I RipRap	TON	200	\$60.00	\$12,000.00
6' Chain Link Fence, Complete	LF	2,800	\$25.00	\$70,000.00
Chain Link Gate 6'x8'	EA	2	\$800.00	\$1,600.00
Miscellaneous & Incidental (10% OF PROJECT COST)	LS	1	\$39,222.50	\$39,222.50
<b>EXISTING REPLACEMENTS</b>				
8" PVC Sewer Main (8' - 10')	LF	690	\$55.00	\$37,950.00
4" PVC Sewer Service Line	LF	150	\$50.00	\$7,500.00
Abandon Septics & Connect	EA	5	\$3,000.00	\$15,000.00
Subtotal				\$566,897.50
Contingency (10%)				\$56,689.75
Survey and Engineering (10%)				\$56,689.75
Total Estimated Cost				\$680,277.00

FACILITY PLAN ESTIMATE OF COST  
HERMOSA, SOUTH DAKOTA  
LAGOON EXPANSION | **BASIC COST & QUANTITY UPDATES**

Nov-22

Item	Unit	Total Quantity	Unit Price	Extended Cost
Mobilization	LS	1	\$75,000.00	\$75,000.00
Standard Manhole, 48" Dia.	EA	1	\$6,500.00	\$6,500.00
Bentonite Liner	TON	264	\$240.00	\$63,360.00
Flow Metering Device	LS	1	\$12,000.00	\$12,000.00
Sludge Removal & Disposal	CY	4,695	\$25.00	\$117,375.00
Pond Level Indicators	EA	3	\$750.00	\$2,250.00
Seeding, Fertilizing, Mulching	AC	2	\$5,000.00	\$10,000.00
Gravel Surfacing	TON	891	\$29.00	\$25,839.00
Type I Bedding Material	TON	1,125	\$29.00	\$32,625.00
Unclassified Excavation	CY	25,000	\$10.00	\$250,000.00
Erosion Control, Silt Fence	LF	1,400	\$5.00	\$7,000.00
Class I RipRap	TON	400	\$60.00	\$24,000.00
6' Chain Link Fence, Complete	LF	3,150	\$25.00	\$78,750.00
Chain Link Gate 6'x8'	EA	2	\$800.00	\$1,600.00
Miscellaneous & Incidental (10% OF PROJECT COST)	LS	1	\$63,129.90	\$63,129.90
<b>EXISTING REPLACEMENTS</b>				
8" PVC Sewer Main (8' - 10')	LF	690	\$55.00	\$37,950.00
4" PVC Sewer Service Line	LF	150	\$50.00	\$7,500.00
Abandon Septics & Connect	EA	5	\$3,000.00	\$15,000.00
Subtotal				\$829,878.90
Contingency (10%)				\$82,987.89
Survey and Engineering (10%)				\$56,689.75
Total Estimated Cost				\$969,556.54

RECOMMENDED LAYOUT ALTERNATIVE  
ESTIMATED POPULATION CAPACITY 1,600



FACILITY PLAN ESTIMATE OF COST  
HERMOSA, SOUTH DAKOTA  
LAGOON EXPANSION - **RECOMMENDED LAYOUT ALTERNATIVE**

Nov-22

Item	Unit	Total Quantity	Unit Price	Extended Cost
Mobilization	LS	1	\$75,000.00	\$75,000.00
Standard Manhole, 48" Dia.	EA	1	\$6,500.00	\$6,500.00
Bentonite Liner	TON	380	\$240.00	\$91,200.00
Flow Metering Device	LS	1	\$12,000.00	\$12,000.00
Sludge Removal & Disposal	CY	4,695	\$25.00	\$117,375.00
Pond Level Indicators	EA	3	\$750.00	\$2,250.00
Seeding, Fertilizing, Mulching	AC	2	\$5,000.00	\$10,000.00
Gravel Surfacing	TON	1,165	\$29.00	\$33,785.00
Type I Bedding Material	TON	1,125	\$29.00	\$32,625.00
Unclassified Excavation	CY	51,000	\$8.50	\$433,500.00
Erosion Control, Silt Fence	LF	1,400	\$5.00	\$7,000.00
Class I RipRap	TON	500	\$60.00	\$30,000.00
6' Chain Link Fence, Complete	LF	3,150	\$25.00	\$78,750.00
Chain Link Gate 6'x8'	EA	2	\$800.00	\$1,600.00
Miscellaneous & Incidental (10% OF PROJECT COST)	LS	1	\$85,658.50	\$85,658.50
<b>EXISTING REPLACEMENTS</b>				
8" PVC Sewer Main (8' - 10')	LF	690	\$55.00	\$37,950.00
4" PVC Sewer Service Line	LF	150	\$50.00	\$7,500.00
Abandon Septics & Connect	EA	5	\$3,000.00	\$15,000.00
Subtotal				\$1,077,693.50
Contingency (10%)				\$107,769.35
Survey and Engineering (10%)				\$56,689.75
Total Estimated Cost				\$1,242,152.60

5 D.

**From:** Gail Boddicker  
**Sent:** Monday, November 28, 2022 8:43 AM  
**To:** Dan Holsworth; Linda Kramer; Vick Henrichsen; Terri Schumack  
**Cc:** Monika Serviss  
**Subject:** FW: Information on Water Project from DANR

All,  
Please see the below information from Andy Bruels regarding the loan/grant from SD DANR.  
This has been placed on the agenda for the December 6 meeting. (Dan, let us know if you approve).

Gail

**From:** William Lass <[wlass@wrbsc.com](mailto:wlass@wrbsc.com)>  
**Sent:** Thursday, November 24, 2022 10:49 AM  
**To:** Gail Boddicker <[gail@hermosasd.com](mailto:gail@hermosasd.com)>  
**Subject:** Information on Water Project from DANR

Hi Gail,

After we talked earlier this week, I asked a few questions of Andy Bruels with DANR. See below for Andy's responses (in red) as I think this provides some good guidance at this point. The main thing that should happen soon is the Town needs to decide what path forwards they want to take on the water project. Until that has been decided, I cannot start the Environmental Review. Also, the ARPA award carries a somewhat accelerated project timetable for using those funds – so it is important to keep things moving expeditiously. And, if the Town ends up needing substantially less SRF loan than what was awarded (which seems likely if the well project is not pursued) then you will need to get that loan amount revised through DANR before closing on the loan. If you close on the loan before it has been reduced, then you will have to set your surcharge at a level sufficient to pay back the entire amount of the original loan award whether you use it all or not – which could be a much higher surcharge than you will need.

First things first though, I think the Town just needs to make a final decision soon on how they want to proceed on the water project. Once that has been decided, please let me know so we can discuss the next steps.

Thanks,  
Bill.

**William Lass, Senior Planner**  
**Black Hills Council of Local Governments**  
730 E. Watertown St., Suite 102  
Rapid City, SD 57701  
605-394-2681 (Main Office)  
605-721-6145 (Direct Line)  
[wlass@wrbsc.com](mailto:wlass@wrbsc.com)



**From:** Bruels, Andrew <[Andrew.Bruels@state.sd.us](mailto:Andrew.Bruels@state.sd.us)>  
**Sent:** Tuesday, November 22, 2022 12:05 PM  
**To:** William Lass <[wlass@wrbsc.com](mailto:wlass@wrbsc.com)>  
**Subject:** RE: Hermosa Water Update & Questions

**CAUTION:** This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender's email address.

See below.

**From:** William Lass <[wlass@wrbsc.com](mailto:wlass@wrbsc.com)>  
**Sent:** Tuesday, November 22, 2022 10:30 AM  
**To:** Bruels, Andrew <[Andrew.Bruels@state.sd.us](mailto:Andrew.Bruels@state.sd.us)>  
**Subject:** RE: [EXT] Hermosa Water Update & Questions

Thanks Andy. This is helpful. I will share your responses with the Town.

Also, what would be the process for the Town requesting a reduced loan amount and corresponding reduced surcharge? They would need to send us some sort of official request to reduce the scope of the project and loan amount. We could work with the town to determine the new surcharge based on the amount they want to request and close the loan. We do not need board action if it is just a reduction in the loan, but we may need the board depending on what the specific request will be.

Thanks,  
Bill.

**From:** William Lass <[wlass@wrbsc.com](mailto:wlass@wrbsc.com)>  
**Sent:** Monday, November 21, 2022 4:06 PM  
**To:** Bruels, Andrew <[Andrew.Bruels@state.sd.us](mailto:Andrew.Bruels@state.sd.us)>  
**Subject:** [EXT] Hermosa Water Update & Questions

Hi Andy,

I had not heard anything from Hermosa recently regarding their water project so I called and visited with Gail Boddicker (Finance Officer) today and she informed me of the following status:

- 1) Although perhaps a final official decision has not yet been made by the Town, it sounds likely that they will not proceed with the well project (*and therefore likely not accept the DWSRF loan*).
- 2) It is questionable at this point whether Gumbo Lily will annex or not. If they do not, the City may not proceed with that part of the project either.
- 3) The County apparently has awarded the Town the \$500,000 in local ARPA funds which the Town plans to use to implement the WRT system.

Based on the above developments, I have the following questions:

- A) Can the Town turn down the SRF loan but keep the ARPA award for Gumbo Lily should that part of the project move ahead? The DWSRF loan included funding for portions of the entire project. This included the new well and transmission main, the WRT system, and the non-ARPA portion of the Gumbo Lily work. We funded the entirety of the project they requested we just only provided ARPA funds towards the Gumbo Lily costs. The loan could be turned down in full and the town could keep the ARPA funds to complete the Gumbo Lily work and use local funds for the remainder. They could also keep only a portion of the loan to use with the ARPA funds and complete that work. The ARPA funds will not be allowed to be used for any other work and if they pursue a smaller project would be reduced. They will need to let us know how they want to proceed so the surcharge can be adjusted and loan closed at the correct amount.
- B) It is unclear to me if (or how) the City can cover all of the costs of the WRT system and the Gumbo Lily project even with the \$500,000 County ARPA and the DANR ARPA award. If there is a shortfall, is there any way the Town could use part of the DWSRF loan award for these projects? Yes the DWSRF loan as I noted above was awarded to cover the non ARPA portion of the Gumbo Lily work as well as any funding for the WRT that was needed. The ARPA funds are not allowed to be used for the WRT system as they were specifically awarded towards the Gumbo Lily portion of the project. Again, the total loan could be reduced to lower the surcharge needed and provide the amount for just the WRT with or without Gumbo Lily if the town chooses.
- C) If somehow the City can fund the WRT project with nothing but the County local ARPA \$ and other non-DANR funding, then I assume there is no further review or concerns on your part, correct? If the town wants to fund the project with no DANR funding that is fine. We do need them to send us a letter asking to deobligate the funds as they will not be using them to complete the project. The only review would then come from the DANR regulatory side when plans and specifications are still submitted as required prior to bidding for DANR review and approval of our requirements.

Thanks,  
Bill.

6 A.

Claims for Approval 12-06-2022		
A&B Business Solutions	Monthly Charge	\$ 543.46
ACES	Meetings, Lagoon expansion project	\$ 36,138.85
Metering and Technology	Water meters	\$ 1,827.00
Dakota Supply Group	1.Saddle 2.Street lights 3.Supplies for pump house	\$ 2,198.36
DANR	Land application violation penalty	\$ 1,000.00
Ferguson Construction	Monthly agreement	\$ 2,446.34
Hawkins	Chemicals	\$ 441.04
Johnson Law Firm	BOT Meeting, review/respond to e-mails	\$ 374.00
Lingo	Monthly service	\$ 65.17
Golden West Tecnologies	IT Support	\$ 87.50
Jan Westergard	Customer deposit refund: 140 Main St.	\$ 113.03
Bridget Shorb	Customer deposit refund: 111 N 2nd St.	\$ 59.15
Cable Communications	Bulk water - overpayment	43.75
Matthew Murrey	Customer deposit refund: 465 Manning St.	29.99
Pioneer Bank and Trust	Charge for 2 signature account	\$ 25.00
Rural Development (RD1)	December 2022 Payment	\$ 1,278.00
Rural Development (RD2)	December 2022 Payment	\$ 417.00
Rural Development (RD)	December 2022 Payment	\$ 222.00
Sander Sanitation	Monthly services	\$ 3,957.72
Southern Hills Publishing	November 2022 services	\$ 182.78
Black Hills Electric Coop.	Monthly service	\$ 2,847.89
<b>Payroll related:</b>		
Payroll	Board of Trustees	\$ 750.00
Payroll	Finance Department	\$ 4,503.17
Payroll	Janitorial	\$ 107.25
Payroll	Meter	\$ 140.00
EFTPS	941 payroll tax deposit (11-30-2022 Payroll)	\$ 1,147.05
Health Pool of South Dakota	Monthly premium	\$ 882.97
SD Retirement Fund	November 2022 SDRS	\$ 941.74
<b>TOTAL</b>		<b>\$ 62,770.21</b>

7 B.



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



Hermosa - CFS's

Printed on November 28, 2022

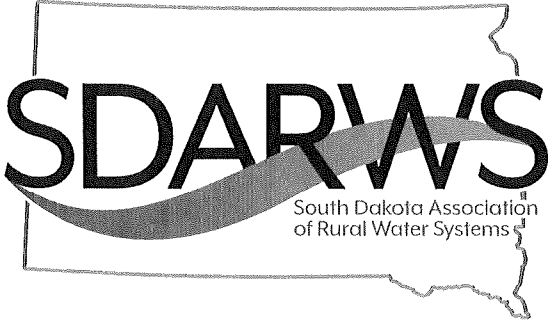
CFS Date/Time	CFS #	Case Number	Code	Code : Description	Zone
10/01/22 00:38:44	CFS2209236	2022-00652	FIGHT	FIGHT : Fight	HERMOSA
10/01/22 16:56:15	CFS2209252		HARR	HARR : Harassment	HERMOSA
10/01/22 20:45:09	CFS2209261		BURGLARY	BURGLARY : Burglary /	HERMOSA
10/02/22 13:22:13	CFS2209274		TRAFPCOMP	TRAFPCOMP : Traffic	HERMOSA
10/02/22 14:45:50	CFS2209280		SUSP	SUSP : Suspicious	HERMOSA
10/03/22 11:42:21	CFS2209299		PAPSERV	PAPSERV : Paper Service	HERMOSA
10/03/22 15:00:46	CFS2209306		PAPSERV	PAPSERV : Paper Service	HERMOSA
10/03/22 15:05:18	CFS2209307		SPATROL	SPATROL : School Patrol	HERMOSA
10/04/22 07:35:58	CFS2209316		SPATROL	SPATROL : School Patrol	HERMOSA
10/04/22 12:16:42	CFS2209325		PAPSERV	PAPSERV : Paper Service	HERMOSA
10/04/22 12:56:03	CFS2209327		PAPSERV	PAPSERV : Paper Service	HERMOSA
10/04/22 14:58:10	CFS2209332		SPATROL	SPATROL : School Patrol	HERMOSA
10/04/22 17:47:54	CFS2209338		PAPSERV	PAPSERV : Paper Service	HERMOSA
10/06/22 07:19:22	CFS2209366		SPATROL	SPATROL : School Patrol	HERMOSA

CFS Date/Time	CFS #	Case Number	Code	Code : Description	Zone
10/06/22 19:54:44	CFS2209395		PAPSERV	PAPSERV : Paper Service	HERMOSA
10/08/22 12:11:43	CFS2209430		CIVIL	CIVIL : Civil Matter	HERMOSA
10/09/22 18:48:13	CFS2209474		911A	911A : 911 Abandoned	HERMOSA
10/10/22 15:30:24	CFS2209502	2022-00674	THREATS	THREATS : Threats	HERMOSA
10/11/22 07:35:45	CFS2209511		SPATROL	SPATROL : School Patrol	HERMOSA
10/11/22 15:20:48	CFS2209533		SPATROL	SPATROL : School Patrol	HERMOSA
10/11/22 15:26:16	CFS2209535		LIVESTOCK	LIVESTOCK : Livestock	HERMOSA
10/12/22 14:06:34	CFS2209555		FALL	FALL : Fall	HERMOSA
10/12/22 15:25:58	CFS2209558		SPATROL	SPATROL : School Patrol	HERMOSA
10/13/22 07:35:05	CFS2209565		SPATROL	SPATROL : School Patrol	HERMOSA
10/13/22 09:43:44	CFS2209569		STLNPROP	STLNPROP : Stolen	HERMOSA
10/13/22 12:50:07	CFS2209574		THAZ	THAZ : Traffic Hazard	HERMOSA
10/13/22 14:34:50	CFS2209577		THAZ	THAZ : Traffic Hazard	HERMOSA
10/13/22 15:04:22	CFS2209579		SPATROL	SPATROL : School Patrol	HERMOSA
10/14/22 08:47:34	CFS2209599		EXT	EXT : Extra Patrol	HERMOSA
10/14/22 09:29:35	CFS2209601		SCAM	SCAM : Scam Call	HERMOSA
10/14/22 15:23:50	CFS2209615		CIVIL	CIVIL : Civil Matter	HERMOSA
10/15/22 04:13:58	CFS2209634		INFO	INFO : Info	HERMOSA

CFS Date/Time	CFS #	Case Number	Code	Code : Description	Zone
10/15/22 12:32:17	CFS2209644		CIVIL	CIVIL : Civil Matter	HERMOSA
10/15/22 14:49:34	CFS2209645		EXT	EXT : Extra Patrol	HERMOSA
10/16/22 00:25:34	CFS2209656	2022-00686	RUNAWAY	RUNAWAY : Runaway	HERMOSA
10/16/22 06:58:20	CFS2209657		EXT	EXT : Extra Patrol	HERMOSA
10/17/22 15:29:13	CFS2209696		SPATROL	SPATROL : School Patrol	HERMOSA
10/19/22 10:18:11	CFS2209740		TRAFFCOMP	TRAFFCOMP : Traffic	HERMOSA
10/20/22 18:05:39	CFS2209776		EXT	EXT : Extra Patrol	HERMOSA
10/21/22 17:16:10	CFS2209797		CIT	CIT : Citizen Assist	HERMOSA
10/21/22 19:50:54	CFS2209804		911A	911A : 911 Abandoned	HERMOSA
10/21/22 21:26:05	CFS2209809		TRESPASS	TRESPASS : Trespass	HERMOSA
10/22/22 06:45:30	CFS2209816		EXT	EXT : Extra Patrol	HERMOSA
10/23/22 20:25:16	CFS2209862		VEHSUSP	VEHSUSP : Suspicious	HERMOSA
10/24/22 07:19:59	CFS2209863		SPATROL	SPATROL : School Patrol	HERMOSA
10/24/22 07:44:43	CFS2209864		TSTOP	TSTOP : Traffic Stop	HERMOSA
10/24/22 15:30:02	CFS2209882		SPATROL	SPATROL : School Patrol	HERMOSA
10/25/22 07:24:01	CFS2209895		SPATROL	SPATROL : School Patrol	HERMOSA
10/25/22 18:59:58	CFS2209911		CIVIL	CIVIL : Civil Matter	HERMOSA
10/25/22 22:46:13	CFS2209915		VEHSUSP	VEHSUSP : Suspicious	HERMOSA

CFS Date/Time	CFS #	Case Number	Code	Code : Description	Zone
10/25/22 23:41:37	CFS2209916		EXT	EXT : Extra Patrol	HERMOSA
10/26/22 14:46:16	CFS2209928		SPATROL	SPATROL : School Patrol	HERMOSA
10/26/22 23:44:38	CFS2209938		EXT	EXT : Extra Patrol	HERMOSA
10/27/22 15:02:32	CFS2209951		SPATROL	SPATROL : School Patrol	HERMOSA
10/27/22 15:47:24	CFS2209954		PERSUSP	PERSUSP : Suspicious	HERMOSA
10/27/22 19:13:57	CFS2209958		PAPSERV	PAPSERV : Paper Service	HERMOSA
10/28/22 15:45:35	CFS2209984		TRAFPCOMP	TRAFPCOMP : Traffic	HERMOSA
10/28/22 23:09:31	CFS2209989		EXT	EXT : Extra Patrol	HERMOSA
10/29/22 14:34:48	CFS2210007		PAPSERV	PAPSERV : Paper Service	HERMOSA
10/30/22 10:26:15	CFS2210021	2022-00717	SADV	SADV : Simple Assault /	HERMOSA

**Total Records: 60**



**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

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**Hermosa**  
**PO Box 298**

**Class B Director Ballot**

November 21, 2022

Your membership in the South Dakota Association of Rural Water Systems provides the opportunity for your Municipality or Water System to vote for this vacant Board position.

Please mark this ballot (**vote for one only**) and return post marked no later than December 22, 2022.

**Class B West River Director**

- Luke Clements – Town of Bison
  
- James McCauley – Lower Brule Rural Water System

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

Email [election@sdarws.com](mailto:election@sdarws.com)

Cell 605-204-0125

7B.



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



Hermosa - CFS's

Printed on December 1, 2022

CFS Date/Time	CFS #	Case Number	Code	Code : Description	Zone
11/01/22 09:32:37	CFS2210056	2022-00738	THEFTOT	THEFTOT : Theft - All	HERMOSA
11/01/22 14:04:19	CFS2210064		EXT	EXT : Extra Patrol	HERMOSA
11/02/22 00:03:18	CFS2210072		EXT	EXT : Extra Patrol	HERMOSA
11/02/22 14:22:06	CFS2210087		LIVESTOCK	LIVESTOCK : Livestock	HERMOSA
11/03/22 04:38:17	CFS2210101		EXT	EXT : Extra Patrol	HERMOSA
11/05/22 01:34:22	CFS2210152		EXT	EXT : Extra Patrol	HERMOSA
11/05/22 11:50:25	CFS2210159		EXT	EXT : Extra Patrol	HERMOSA
11/05/22 20:29:37	CFS2210172	2022-00737	SHOPLIFT	SHOPLIFT : Shoplifting	HERMOSA
11/06/22 18:35:09	CFS2210187		911M	911M : 911 Misdial	HERMOSA
11/06/22 19:24:39	CFS2210188		UNWANTED	UNWANTED : Unwanted	HERMOSA
11/07/22 07:15:56	CFS2210193		SPATROL	SPATROL : School Patrol	HERMOSA
11/07/22 09:24:37	CFS2210196		PAPSERV	PAPSERV : Paper Service	HERMOSA
11/07/22 15:12:43	CFS2210208		SPATROL	SPATROL : School Patrol	HERMOSA
11/08/22 07:37:40	CFS2210223		SPATROL	SPATROL : School Patrol	HERMOSA

CFS Date/Time	CFS #	Case Number	Code	Code : Description	Zone
11/08/22 11:21:58	CFS2210226		PORN	PORN : Pornography	HERMOSA
11/08/22 12:26:26	CFS2210228		PAPSERV	PAPSERV : Paper Service	HERMOSA
11/08/22 13:59:51	CFS2210231		WELFARE	WELFARE : Welfare	HERMOSA
11/08/22 14:06:33	CFS2210232		WELFARE	WELFARE : Welfare	HERMOSA
11/08/22 14:15:27	CFS2210233		TRAFFCOMP	TRAFFCOMP : Traffic	HERMOSA
11/08/22 15:15:50	CFS2210236		SPATROL	SPATROL : School Patrol	HERMOSA
11/08/22 15:41:11	CFS2210239		TSTOP	TSTOP : Traffic Stop	HERMOSA
11/09/22 08:27:31	CFS2210252		SUSP	SUSP : Suspicious	HERMOSA
11/09/22 10:09:22	CFS2210258		WILDLIFE	WILDLIFE : Wildlife	HERMOSA
11/09/22 10:52:18	CFS2210261	2022-00746	SUSP	SUSP : Suspicious	HERMOSA
11/09/22 15:41:39	CFS2210267		SPATROL	SPATROL : School Patrol	HERMOSA
11/10/22 09:23:04	CFS2210279		SPATROL	SPATROL : School Patrol	HERMOSA
11/10/22 15:17:19	CFS2210290		SPATROL	SPATROL : School Patrol	HERMOSA
11/11/22 10:19:35	CFS2210305		ANI	ANI : Animal Complaints	HERMOSA
11/11/22 10:52:18	CFS2210306		SUSP	SUSP : Suspicious	HERMOSA
11/11/22 11:47:36	CFS2210308		EXT	EXT : Extra Patrol	HERMOSA
11/12/22 00:21:23	CFS2210317		EXT	EXT : Extra Patrol	HERMOSA
11/12/22 12:10:16	CFS2210328		PAPSERV	PAPSERV : Paper Service	HERMOSA

CFS Date/Time	CFS #	Case Number	Code	Code : Description	Zone
11/13/22 15:37:06	CFS2210350		EXT	EXT : Extra Patrol	HERMOSA
11/14/22 07:13:24	CFS2210362		SPATROL	SPATROL : School Patrol	HERMOSA
11/15/22 07:21:32	CFS2210381		SPATROL	SPATROL : School Patrol	HERMOSA
11/15/22 18:49:54	CFS2210401		EXT	EXT : Extra Patrol	HERMOSA
11/15/22 20:22:23	CFS2210404		PAPSERV	PAPSERV : Paper Service	HERMOSA
11/16/22 15:44:02	CFS2210420		SPATROL	SPATROL : School Patrol	HERMOSA
11/16/22 22:53:01	CFS2210429		EXT	EXT : Extra Patrol	HERMOSA
11/17/22 15:08:08	CFS2210443		SPATROL	SPATROL : School Patrol	HERMOSA
11/18/22 07:42:17	CFS2210453	2022-00763	THEFTB	THEFTB : Theft From	HERMOSA
11/19/22 10:20:46	CFS2210478		PAPSERV	PAPSERV : Paper Service	HERMOSA
11/19/22 10:28:07	CFS2210479		SCAM	SCAM : Scam Call	HERMOSA
11/19/22 11:21:15	CFS2210480		EXT	EXT : Extra Patrol	HERMOSA
11/19/22 19:04:46	CFS2210497		UNWANTED	UNWANTED : Unwanted	HERMOSA
11/21/22 07:38:23	CFS2210524		SPATROL	SPATROL : School Patrol	HERMOSA
11/21/22 15:19:18	CFS2210543	2022-00771	ANMLABS	ANMLABS : Animal Abuse	HERMOSA
11/21/22 15:20:02	CFS2210544		SPATROL	SPATROL : School Patrol	HERMOSA
11/22/22 07:31:30	CFS2210553		SPATROL	SPATROL : School Patrol	HERMOSA
11/22/22 17:05:45	CFS2210566		PAPSERV	PAPSERV : Paper Service	HERMOSA

CFS Date/Time	CFS #	Case Number	Code	Code : Description	Zone
11/23/22 13:40:42	CFS2210588		INTOX	INTOX : Intoxicated	HERMOSA
11/23/22 17:03:17	CFS2210598	2022-00780	THEFTB	THEFTB : Theft From	HERMOSA
11/23/22 18:30:29	CFS2210602		PAPSERV	PAPSERV : Paper Service	HERMOSA
11/24/22 16:16:52	CFS2210622		EXT	EXT : Extra Patrol	HERMOSA
11/24/22 20:01:09	CFS2210626		ALM	ALM : Alarm	HERMOSA
11/25/22 14:02:13	CFS2210639		911M	911M : 911 Misdial	HERMOSA
11/26/22 08:31:49	CFS2210658		DRUGS	DRUGS : Drugs	HERMOSA
11/27/22 06:34:43	CFS2210677		EXT	EXT : Extra Patrol	HERMOSA
11/27/22 11:04:06	CFS2210679		911M	911M : 911 Misdial	HERMOSA
11/28/22 08:03:41	CFS2210695		911M	911M : 911 Misdial	HERMOSA
11/28/22 15:33:09	CFS2210703		SPATROL	SPATROL : School Patrol	HERMOSA
11/29/22 07:17:26	CFS2210709		SPATROL	SPATROL : School Patrol	HERMOSA
11/29/22 12:31:39	CFS2210730		PAPSERV	PAPSERV : Paper Service	HERMOSA
11/29/22 12:35:57	CFS2210731		PAPSERV	PAPSERV : Paper Service	HERMOSA
11/29/22 23:45:30	CFS2210741		EXT	EXT : Extra Patrol	HERMOSA
11/30/22 18:47:11	CFS2210756		AOA	AOA : Assist Other	HERMOSA

**Total Records: 66**

8 A.

## HERMOSA LIBRARY LEASE AGREEMENT

This lease agreement is made and executed on this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the Town of Hermosa, a municipal corporation, organized and existing under the laws of the State of South Dakota, with its principal office in Hermosa, County of Custer, South Dakota (hereafter "Lessor"), and Custer County, a political subdivision of South Dakota, (hereafter "Lessee").

### WITNESSTH:

**WHEREAS**, Lessor currently maintains a public library at 230 and 234 Main Street in Hermosa, South Dakota for the use of citizens of both the County of Custer and the Town of Hermosa; and

**WHEREAS**, the parties acknowledge and agree that it is in the best interests of the citizens of both political entities for said public library to be maintained and continue at its existing location of 230 and 234 Main Street, Hermosa, South Dakota, meeting area and storage in lower level; the parties agree as follows:

#### 1. Premises

1.1 The leased premises is located at 230 and 234 Main Street, Hermosa, South Dakota; specifically the north one-half (1/2) of the upper level of said premises currently being used as the Public Library and that portion of the lower level currently used by the library for storage.

1.2 The "Common Area" shall mean all areas which are now or hereafter made available by Lessor, from time to time, for the common and joint use and benefit of Lessor and Lessee and their respective invitees. The Common Area shall include, but shall not be limited to, pedestrian sidewalks, parking areas, and any other improvements in such Common Area not expressly included in the space leased by Lessee.

1.3 The Common Area shall at all times be subject to the exclusive control and management of Lessor so long as both the library and storage area are accessible by the public and County employees.

#### 2. Term and Termination

2.1 The term of this Lease and Lessee's obligation to comply with the provision of this Agreement, shall commence on the first day of January, 2023 and terminate on the 31st day of

December, 2028 unless otherwise renewed or extended by and between the parties hereto in writing.

2.2 Lessee may, upon ninety (90) days written notice to Lessor, terminate this Lease at any time without penalty.

2.3 Lessor may terminate this Lease in the event of default by Lessee of any of the terms and conditions set forth herein. Lessor shall be given thirty (30) days written notice of such default and an opportunity to cure said default within thirty (30) days. In the event Lessee refuses or fails to correct such default within said thirty (30) day period, Lessee will agree to vacate the premises. In the event such default cannot be reasonably cured within the allotted thirty (30) day period and such default does not result in a significant harm or hardship on Lessor, Lessor agrees to work with Lessee in extending the time to cure said default as is reasonable in the circumstances.

2.4 This lease shall be automatically renewed at the same terms and conditions for successive five (5) year periods unless Lessor gives Lessee written notice of termination of said lease no less than ninety (90) days prior to the natural date of termination stated hereinabove or the lease is otherwise terminated as provided in this Agreement. Absent notice of termination from Lessee as set forth in Paragraph 2.2 above, it shall be understood that Lessee intends to continue and renew said lease as set forth herein.

### **3. Consideration / Rent**

Lessee, in consideration for the use of the subject premises, shall pay all costs associated with the operation of the Public Library, including but not limited to, compensation for employees, all interior fixtures, equipment, computers, internet access and library materials necessary for the patrons of the Library.

### **4. Use**

Lessee covenants and agrees that during the terms of this Lease or any extensions or renewals thereof, the premises shall be used solely for the purposes of a public library.

Lessee shall not do or permit anything to be done in or about the premises nor bring nor keep anything which will in any way increase the existing rate of or affect any fire or other insurance upon the building or any of its contents, or cause a cancellation of any insurance covering said building, or any part thereof, or any of its contents. Lessee shall not use or permit the premises to be used for any improper, immoral, unlawful or objectionable purpose, nor shall

Lessee cause, maintain, or permit any nuisance in, on or about the premises. Lessee shall not commit nor suffer to be committed any waste in or upon the premises.

Lessee, at its sole cost and expense, shall promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force, relating to or affecting the conditions, use or occupancy of the premises, excluding structural changes not related to or affected by Lessee's improvements or acts.

## **5. Maintenance, Repairs and Alterations**

5.1 Any alterations, additions or improvements to the leased premises shall require the prior written approval of Lessor, which approval shall not be unreasonably withheld. Any such alterations to the leased premises shall be subject to the following conditions: (i) any such alterations shall be fully disclosed and require the prior approval of Lessor; (ii) such alterations shall not adversely affect or alter the mechanical, electrical, plumbing or utility systems in the premises without prior approval of Lessor; and (iii) any such alterations shall comply with all applicable governmental regulations and laws, as well as the design criteria or other requirements (if any) provided by Lessor. All alterations, additions and improvements provided for herein shall become, upon completion, the property of Lessor subject to the terms of this Lease; however, if Lessor so elects, upon expiration or earlier termination of this Lease, Lessee upon demand by Lessor shall promptly remove all alterations, additions and improvements and any other property placed in the premises by Lessee and Lessee shall be responsible for repair and/or payment of any damages caused by such removal.

5.2 Subject to the other terms of this lease, Lessee shall keep, maintain, and preserve the leased premises in a state of good repair, including, but not limited to, replacement of any broken windows or other property damage to the leased premises, as well as trade fixtures and equipment used in the ordinary course of business. Lessor shall maintain all mechanical systems in a state of good repair, at Lessor's expense, unless any breakdown, malfunction or problem with any mechanical system is caused by the negligence or misuse of Lessee or its employees, licensees or invitees.

5.3 Lessor shall not create, permit to be created, or to remain uncontested, and will discharge any lien, including, but not limited to, any mechanic's or materialmen's liens on the premises. If Lessee contests any such lien(s), Lessee covenants that it will promptly take and diligently

prosecute appropriate action to have the same discharged by payment, bonding or otherwise, and will indemnify and hold Lessor harmless from any and all liability whatsoever to any contractor, subcontractor, materialmen, laborer or any other person relating to or arising because of any improvement or alteration on or to the leased premises and will also defend on behalf of the Lessor, at Lessee's sole cost and expense, any action, suit, or proceeding which may be brought for the enforcement of any such lien.

5.4 Lessor shall maintain the support structure under the library facilities as needed to safely and adequately support the increased load on the library floor system as a result of books and other library fixtures and equipment. No alterations to the existing support structure shall be made without notice to and written approval from the Lessee. Lessor will indemnify and save and hold Lessee harmless from any and all liability whatsoever to any contractor, sub-contractor, materialmen, laborer or any other person relating to or arising because of any improvement or alteration on or to the library support structure and will also defend on behalf of the Lessee, or Lessor's sole cost and expense, any action, suit, or proceeding which may be brought as a result of said alteration or improvement.

## **6. Utilities**

6.1 Lessee shall pay for and be solely responsible for any and all costs of electricity for the premises being leased hereunder and shall be responsible for the cost of all telephone, internet and/or cable charges running to and in use by the Library.

6.2 Lessor shall pay for and be responsible for water, sewer service, garbage collection and any similar service to the lease premises.

6.3 Lessor and Lessee hereby agree that Lessor shall not be liable for any interruptions or curtailment in utility services due to causes beyond Lessor's control or due to Lessor's alterations, repair or improvement of the leased premises.

## **7. Lessee's Insurance**

7.1 Lessee shall, during the term of this Lease Agreement and any other period of occupancy, at Lessee's sole cost and expense, maintain a reasonable amount of insurance to cover the following:

a. Standard form property insurance insuring Lessee's property against the perils of fire, extended coverage, vandalism, malicious mischief, and special extended coverage ("at

risk"). This insurance policy shall be upon all property owned by Lessee, for which Lessee is legally liable, or that was installed at Lessee's expense and which is located on or in the leased premises, including, but not limited to, furniture, fittings, fixtures, and any other personal property in the amount of the full replacement value of such property. This insurance policy shall also be upon direct or indirect loss to Lessee's earnings attributable to the leased premises or to the building in which the leased premises are located in an amount that will properly reimburse Lessee. Lessor and any named mortgagee shall be furnished with a copy of the certificate of insurance. The insurance policy shall contain endorsements requiring thirty (30) days written notice to Lessor and any named mortgagee prior to any cancellation or reduction in the amount of coverage.

b. Comprehensive general liability insurance insuring Lessee against any liability arising out of this Lease Agreement, or the use, occupancy, or maintenance of the leased premises all are appurtenant to the leased premises. Such insurance shall be in the amount of not less than One Million Dollars (\$1,000,000 combined single limit for injury to and/or death of one or more persons in an occurrence and for damage to tangible property (including loss of use) in an occurrence. The insurance policy shall insure against hazards arising from the leased premises and operations conducted in and on the leased premises, claims or actions by or against or involving independent contractors, and contractual liability under this Lease Agreement (including the duty to indemnify Lessor, and shall name Lessor and any mortgagee of Lessor as insured parties, as their respective interests may appear. Lessor and any named mortgagee shall be furnished with a copy of the certificate of insurance. Such insurance shall be primary and non-contributing with any insurance carried by Lessor. The liability insurance policy shall contain endorsements requiring thirty (30) days written notice to Lessor and any named mortgagee prior to any cancellation or reduction in the amount of coverage.

7.2 All insurance policies shall be written in a form reasonably satisfactory to Lessor and to any named mortgagee. If Lessor or the named mortgagee obtains any insurance that is the responsibility of Lessee under this Lease Agreement, Lessor or such mortgagee shall deliver to Lessee a written statement setting forth the cost of any such insurance and showing in reasonable detail the manner in which it has been computed. Payment of such insurance on Lessee's behalf shall be billed to Lessee, payable within thirty (30) days of receipt thereof. Lessee shall be responsible to Lessor or the procuring party for the full cost of such insurance.

## **8. Indemnification**

8.1 Lessee shall indemnify, defend, and hold Lessor harmless from any and all claims and damages (including reasonable attorney fees and costs) arising from Lessee's use of the leased premises or the conduct of its business or from any activity, work, or thing done, permitted, or suffered by Lessee, in or about the leased premises and/or the building in which the leased premises are located, unless caused by the negligence of Lessor or Lessor's agents or employees.

8.2 Lessee shall further indemnify, defend, and hold Lessor harmless from any and all claims and damages (including reasonable attorney fees and costs) arising from any breach or default in the terms of this Lease Agreement, or arising from any act, negligence, fault, or omission of Lessee or Lessee's agents, employees, or invitees, and from and against any and all costs, reasonable attorney fees, expenses, and liabilities incurred in or about such claim or any action or proceeding brought on such claim.

8.3 In case any action or proceeding shall be brought against Lessor by reason of any such claim, Lessee, upon notice from Lessor, shall defend it at Lessee's expense by counsel approved in writing by Lessor.

## **9. Damage to Lessee's Property**

9.1 Notwithstanding any other provision of this contract, Lessor and Lessor's agents shall not be liable to Lessee for any damage to any property entrusted to employees of the building in which the leased premises are located, loss of or damage to any property by theft or otherwise, any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, or rain that may leak from any part of the leased premises of the building in which the leased premises are located or from any part thereof, street, or subsurface or from any other place or resulting from dampness, or any other cause whatsoever, except wherein Lessor is in default of its obligations under this Lease.

9.2 Lessor or Lessor's agents shall not be liable to Lessee for interference with light or other incorporeal hereditaments, or potential nuisances such as odors, smoke or dust, nor shall Lessor be liable to Lessee for any latent defects in the leased premises or in the building in which the leased premises are located except those caused by the negligence of Lessor or Lessor's agents or employees.

## **10. Access by Lessor**

Lessor reserves the right at any time to enter upon the premises for purposes of inspecting, renovating, altering, repairing the leased premises.

**11. Signage**

Subject to applicable legal restrictions and prior approval of Lessor, Lessee shall have the right to affix to or display on the exterior of the premises its signs or symbols, provided that Lessee shall, upon termination of this Lease, remove such signs and symbols and restore the property to its original condition. Lessee agrees to post adequate signage to reasonably advise the general public of the location and existence of the Library.

**12. Condemnation**

12.1 In case all of the leased premises, the building in which the leased premises are located, or the Common Area or such part thereof as shall substantially interfere with Lessee's use and occupancy thereof, shall be taken for any public or quasi-public purpose by any lawful power or authority by exercise of the right of appropriation, condemnation, or eminent domain, or sold to prevent such taking, either party shall have the right to terminate this Lease Agreement effective as of the date possession is required to be surrendered to the taking authority.

12.2 Lessee shall not assert any claim against Lessor or the taking authority for any compensation because of such taking, and Lessor shall be entitled to receive the entire amount of any award.

12.3 Nothing contained in this section shall be deemed to give Lessor any interest in any award made to Lessee for the taking of personal property and fixtures belonging to Lessee.

**13. Notices.**

All notices or demands given or required to be given hereunder shall be in writing and sent by United States Certified Mail, postage prepaid, addressed as follows:

To Lessor: Town of Hermosa  
P.O. Box 298  
Hermosa, SD 57744

To Lessee: Custer County  
c/o Custer County Auditor  
420 Mt. Rushmore Rd  
Custer, SD 57730

provided that either party by written notice may designate a change of address or other instructions by Lessor pertinent to any payments due and owing hereunder.

#### **14. Administration and Construction.**

This Agreement shall be administered and construed in accordance with the following provisions:

14.1 Captions. The captions on the paragraphs and subparagraphs of this Agreement are inserted only for the purpose of convenient reference. The captions shall not be used to construe or interpret the Agreement nor to prescribe the scope or intent of the Agreement.

14.2 Non-waiver of Breach. The waiver by any party of a breach of any provision in this Agreement shall not operate or be construed as a waiver of any subsequent breach.

14.3 Severability. If any term, covenant, condition or provision of this lease, or any instrument or agreement ancillary hereto, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this lease or application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant and condition of this lease shall be valid and be enforce to the fullest extent permitted by law.

14.4 Entire Agreement. This Agreement constitutes the complete and entire understanding of the parties concerning the leased property. Neither party shall be bound by or be liable for any statements, warranties, guarantees, or representations not set forth in this Agreement which may have been made by any broker, agent, employee or other person representing or purporting to represent a party to this Agreement.

14.5 Modification. No changes or modification to this Agreement shall be valid unless the same be in writing and signed by all of the parties to this Agreement.

14.6 Counterparts. This agreement may be executed in any one or more counter-parts, each of which shall be deemed to be an original instrument, but all of which together shall constitute but one instrument.

14.7 Persons Bound by this Agreement. This lease and all provisions, covenants and conditions thereof shall be binding upon and inure to the benefit of the heirs, legal representatives, successors and assigns of the parties hereto, except that no person, firm, corporation or court officer holding under or through Lessee in violation of any of the terms, provisions or conditions of this lease, shall have any right, interest or equity in or to this lease, the terms of this lease, or the premises covered by this lease.

14.8 Relationship of the Parties. It is understood and agreed that the relationship of the parties to this agreement is strictly that of Lessors and Lessee. Lessee is not and shall not be deemed to be an agent or a representative of Lessors.

14.9 Remedies Cumulative. All remedies provided in this lease are distinct and cumulative to any other right or remedy under Lease or afforded by law or equity, and may be exercised concurrently, independently or successively.

14.10 Governing Law. The provisions of this agreement shall be governed by the laws of the State of South Dakota.

IN WITNESS WHEREOF, each party to this Lease Agreement has caused it to be executed at Hermosa, South Dakota on the date indicated below.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2022.

**LESSOR:**

TOWN OF HERMOSA, A MUNICIPAL CORPORATION, ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF SOUTH DAKOTA

\_\_\_\_\_

By: \_\_\_\_\_

Its: Town Board President

**LESSEE:**

CUSTER COUNTY, A POLITICAL SUBDIVISION OF SOUTH DAKOTA

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_



12 F.

AGENDA  
Black Hills Area Finance Officer Meeting  
December 7, 2022  
Summerset, SD  
City Hall, 7055 Leisure Lane, SD 57718

10:00 Welcome

Introductions

Treasurer's Report

SDML Policy Committees

Annual Conference Review

Legislative Ideas/Concerns

FO School Planning for 2023

Training Opportunities:

\*Election School Webinars - December thru March

\* Annual Report Workshop Jan

Legislative Days are in February

Election of Officers

City Roundtable Discussions

Other Items Not Listed

11:30 Lunch

Resume Agenda after Lunch

Next meeting – Place & Date

## BALANCE SHEET

December 7, 2022 Meeting

### CURRENT ASSETS

Checking	\$	140.00	
Savings	\$	967.48	<u>          </u>
TOTAL CURRENT ASSETS			<u><u>\$1,107.48</u></u>

## INCOME STATEMENT

Feb 2020 - Oct 2022

### REVENUE

Dues			
Interest	\$	1.85	<u>          </u>
TOTAL REVENUE			<u><u>\$ 1.85</u></u>

### EXPENSES

Checks			<u>          </u>
TOTAL EXPENSES			<u><u>\$ -</u></u>

CHANGE IN NET ASSETS			<u><u>\$ 1.85</u></u>
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13 c.

**ORDINANCE NO. 2.074A  
SUPPLEMENTAL 2022 APPROPRIATIONS ORDINANCE**

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

The Board allocates and appropriates an additional \$524,150.00 to the original 2022 Budget Ordinance as follows:

		<b>General Fund</b>
4210 - LAW ENFORCEMENT	\$	3,200.00
4210 - FINANCE	\$	2,500.00
4141 - PROFESSIONAL FEES EXPENSE (ATTORNEY)	\$	40,000.00
4196 - PROFESSIONAL FEES EXPENSE (ENGINEER)	\$	24,000.00
4310 - STREETS	\$	8,250.00
4323 - GARBAGE	\$	4,200.00
 <b>TOTAL APPROPRIATIONS</b>	 <b>\$</b>	 <b><u>82,150.00</u></b>

**SOURCE OF FUNDING:**

Unassigned Fund Balance	\$	<u>82,150.00</u>
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**SOURCE OF FUNDING:**

602-WATER FUND BALANCE	\$	195,000.00
604-SEWER FUND BALANCE	\$	247,000.00
	\$	<u>442,000.00</u>

<b>TOTAL APPROPRIATIONS</b>	<b>\$</b>	<b>524,150.00</b>
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Approved: Town of Hermosa, Board of Trustees

By \_\_\_\_\_

Dan Holsworth, President

ATTEST:

\_\_\_\_\_  
Monika Serviss, Finance Officer

First reading: 12-06-22, Second reading: 12-20-22

**AN ORDINANCE TO AMEND THE TOWN OF HERMOSA ORDINANCE CHAPTER 153: MOBILE HOMES; PARKS, BY REVISING CHAPTER 153 TO REMOVE THE POSSIBILITY OF ISSUING A VARIANCE ON THE 20 YEAR MANUFACTURED HOME REGULATION FOR PURPOSES OF THE TOWN OF HERMOSA ORDINANCES CHAPTER 153.**

**AN ORDINANCE TO AMEND THE TOWN OF HERMOSA ORDINANCE CHAPTER 153: MOBILE HOMES; PARKS, BY REVISING CHAPTER 153 TO REMOVE THE POSSIBILITY OF ISSUING A VARIANCE ON THE 20 YEAR MANUFACTURED HOME REGULATION FOR PURPOSES OF THE TOWN OF HERMOSA ORDINANCES CHAPTER 153.**

CHAPTER 153: MOBILE HOMES; PARKS

(2) No mobile home shall be placed within the town limits that was manufactured more than 20 years before the date of application. ~~A variance may be issued upon approval of the Board of Trustees.~~

**AN ORDINANCE TO AMEND THE TOWN OF HERMOSA ORDINANCE CHAPTER 52: GARBAGE AND REFUSE BY REVISING §52.03 YARD WASTE COLLECTION TO DEFINE YARD WASTE COLLECTION LIMITING TO RESIDENTS ONLY FOR PURPOSES OF THE TOWN OF HERMOSA ORDINANCES CHAPTER 52.**

**BE IT ORDAINED BY THE TOWN OF HERMOSA BOARD OF TRUSTEES THAT THE TOWN OF HERMOSA AMENDS THE TOWN OF HERMOSA ORDINANCE CHAPTER 52 BY REVISING §52.03 YARD WASTE COLLECTION TO DEFINE YARD WASTE COLLECTION LIMITING TO RESIDENTS ONLY FOR PURPOSES OF THE TOWN OF HERMOSA ORDINANCES CHAPTER 52:**

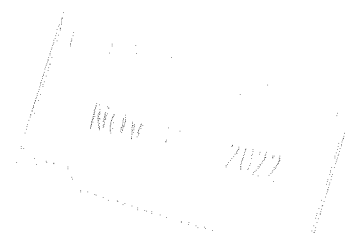
CHAPTER 52: GARBAGE AND REFUSE

§ 52.03 YARD WASTE COLLECTION.

Yard waste collection is limited to residents who live within municipal town limits. ~~persons who have garbage service with the town.~~ Yard waste will not be collected for disposal, it must be delivered without any container to the yard waste disposal containers located on 1st Street. No yard waste shall be commingled with any trash, rubbish, infectious or hazardous waste, or other non-yard waste materials.

(Ord. passed 6-19-2018)

Subject: South Dakota PFAS Cost Recovery Program



South Dakota Association of Rural Water Systems has teamed with National Rural Water Association to make you aware of a PFAS Cost Recovery Program that we strongly encourage your utility to register into, at no cost, to protect your utility and rate payers from a PFAS contamination financial burden.

As background, when the 2016 health advisory was issued by U.S. EPA, the National Rural Water Association Board of Directors, which is comprised of a National Director from all 50 state affiliates including SDARWS, voted to engage the Napoli Shkolnik law firm to file a cost recovery action that would allow all utilities to register and recover any current and projected future expenses for testing, treatment and remediation due to PFAS contamination upon any potential settlement or judgement in your favor. For clarification, this is not a class action lawsuit as there are multiple classes of plaintiffs, thus they are combined into what is called multidistrict litigation. The three points we want to stress to utilities are:

1. The action is cost recovery, not punitive.
2. The litigation is filed against the global manufacturers of the compounds and does not impact local companies who may have used them.
3. There is zero upfront cost to register the utility onto the cost rolls, however, a system must be registered prior to any settlement or judgement being reached in order to benefit. While there is no timeframe as to when a settlement may be finalized, those settlement talks are underway. The recently announced revised health advisory from EPA will further place pressure on a potential settlement being reached.

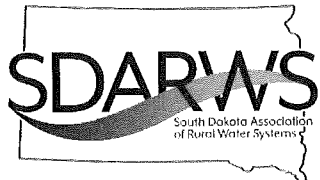
There is no threshold or cost to register onto the cost recovery rolls, we encourage all systems to register and protect their system and ratepayers from a potential increased financial burden. Systems should register regardless of testing or detection status. Registering onto the cost recovery rolls is like an insurance policy without a premium and if asked by your customers, a strong positive message that the system has undertaken action to lessen any financial burden resulting from PFAS contamination.

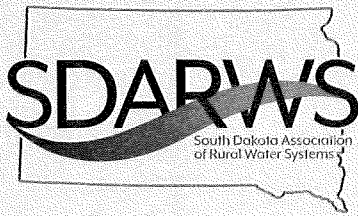
Time is of the essence; the EPA recently set health advisory levels for PFAS as low as 4 parts per quadrillion. The EPA is in the process of establishing an enforceable maximum contaminant level (MCL) under the Safe Drinking Water Act, which essentially means that a system with any level of detection is likely to be out of compliance with the federal standard. Finally, EPA is planning to designate PFOS and PFOA as hazardous substances under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA). All these factors raise the potential for a large financial impact if these forever compounds are detected at your utility.

The South Dakota Association of Rural Water Systems encourages you to take the first step and register your utility at [www.napolilaw.com/nrwa-pfas](http://www.napolilaw.com/nrwa-pfas).

Sincerely,  
Kurt Pfeifle, Executive Director

Hank Naughton, Partner





# PFAS Cost Recovery Program

The South Dakota Association of Rural Water Systems and the National Rural Water Association engaged the law firm of Napoli Shkolnik to file a cost recovery action to provide water and wastewater systems the opportunity to recover any current or future expenses for testing, treatment and remediation of PFAS contamination. Registering onto the cost recovery rolls is like an insurance policy without a premium and if asked by your customers, a strong positive message that the system has undertaken action to lessen any financial burden resulting from PFAS contamination.

**Time is of the essence; we encourage all systems to register NOW!**

## NO COST

- Zero upfront cost to register the utility onto the cost rolls.
- A system must be registered prior to any settlement or judgement being reached in order to benefit.

## DON'T MISS OUT

- While there is no timeframe as to when a settlement may be finalized, those settlement talks are underway.

## NO TESTING REQUIRED

- There is no threshold or cost to register onto the cost recovery rolls.
- Systems should register regardless of testing or detection status.

## COMPLY WITH GUIDELINES

- The EPA recently set health advisory levels for PFAS as low as 4 parts per quadrillion.
- A system with any level of detection is likely to be out of compliance with the federal standard.

## HOW TO REGISTER AND PROTECT YOUR UTILITY FROM OUT-OF-POCKET COSTS:



Call Hank Naughton, Managing Partner at 978-852-3643

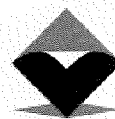


Email Hank Naughton, Managing Partner, at [hnaughton@napolilaw.com](mailto:hnaughton@napolilaw.com)



Register at [www.napolilaw.com/nrwa-pfas](http://www.napolilaw.com/nrwa-pfas)

**Formal presentations are available to your utility and can be arranged by contacting Hank Naughton at [hnaughton@napolilaw.com](mailto:hnaughton@napolilaw.com) or 978-852-3643.**



**NAPOLI  
SHKOLNIK PLLC**  
ATTORNEYS AT LAW