

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

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

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

- 3) **SPECIAL ITEMS:**
 - A. Meeting Protocol
 - B. Adopt a special rule of order

- 4) **CONSENT CALENDAR:**
 - A. Approval of the June 18, 2024, regular meeting minutes

- 5) **CONFLICT OF INTEREST DECLARATION:**

- 6) **ENGINEER:**
 - A. Hermosa – Water Distribution Model Water Facilities Plan Supplement (incl. Well2)
 - B. Lagoon Expansion Design, new DANR permit
 - C. Ordinance 50.02 Meters – vote to refer to Benesh for final revision

- 7) **PLANNING & ZONING:**
 - A. Address for Parcel 009339 – Proposed address 749 Tenaya St.
 - B. 2024 -23 – Digging/Grading/ROW – Parcel 009339 – Constructing approach off of Tenaya St.
 - C. 2024-24 – Informational – Parcel 009339 – Level Parking Lot/Pad for temporary 10x20 office.
 - D. 2024-19 – ROW Permit – 520 Walter St. - Install culvert - 520 Walter St. - **FYI** -approved by Planning.
 - E. 2024-20 – Digging/Grading – 850 Marie St. – New gravel driveway – **FYI** -approved by Planning.
 - F. 2024-21 – Conditional Use Permit – 13 West Ct. – Live in camper until Mobile Home is ready – **FYI** - approved by Planning
 - G. Temporary banner sign permit for 2 signs - Corner of Hwy 79 & 40 and alleyway next to Community Center – **FYI** – approved by Planning.
 - H. Discussion on Planning & Zoning board

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

- 9) **LAW ENFORCEMENT/ABATEMENTS/COMPLAINTS:**
 - A. Marshal’s Report
 - B. Custer County Log
 - C. Abatements

- 10) **LEGAL:**
 - A. Advertisement for Town Attorney position

- 11) **PUBLIC WORKS:**
 - A. Committee Report
 - B. Streets, Street Light Repairs, Water & Sewer Department Updates
 - C. Bolted Tank Interior Floor Reseal
 - D. Open Work Orders

- 12) **FINANCE OFFICE:**
 A. Monthly financials
 B. Department updates
 C. Bank proposal
 D. Bank signature card
 E. SD Fit account holders
 F. KLJ invoice approval
 G. Schedule Work Session for July 9, 2024
- 13) **OLD BUSINESS:**
 A. Appointment of Subcommittees
 1. Appoint _____ as Chairman and _____ as Vice Chair of the Water Committee
 2. Appoint _____ as Chairman and _____ as Vice Chair of the Sewer Committee
 3. Appoint _____ as Chairman and _____ as Vice Chair of the Streets Committee
 4. Appoint _____ as Chairman and _____ as Vice Chair of the Law Enforcement Committee
 5. Appoint _____ as Chairman and _____ as Vice Chair of the Finance Committee
- 14) **NEW BUSINESS:**
 A. Jason Kelley – 300 E. Main St. #51 – Dumping unauthorized materials in Town Yard Waste Dumpsters.
 B. Refund to Mai’s Thai Café - \$25.00 – Paid Vendor Fee. All fees were waived.
 C. South Dakota One Call Program – Discussion to rescind motion made on April 16, 2024, regarding charges passed on to Mt. Rushmore telephone for all locate fees conducted by Ferguson Construction over the 20 per month allowed in his contract.
 D. Discussion on who is responsible for maintaining the wooden fence between Hermosa Hills Housing Development and Southern Hills RV Park.
- 15) **ITEMS FROM CITIZENS:** No action will be taken by the board on any issue related without being first placed on a future agenda, by the board, to allow for proper notice. (Reserved time for public comment is 15 minutes). Meetings of the Board of Trustees are open to the public. The audience will be allowed to comment on specific agenda items during the time allotted on the agenda for those items, according to established procedures of the Board. This is a time for members of the public (citizens, business owners, and those living within one mile of the town limits) to express concerns or discuss issues having relevance to the town. Anyone wishing to address the Town Board during this time shall be asked to stand and identify themselves after being recognized by the Board President.
- 16) **TRUSTEE INPUT:**
- 17) **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
- 18) **ADJOURN:** Motion by _____; Second by _____ to adjourn the meeting at _____ PM.

HERMOSA TOWN BOARD
TUESDAY, JUNE 18, 2024
REGULAR MEETING @ 6:00pm

ROLL CALL: Henrichsen called the meeting to order on Tuesday, June 18, 2024, at 6:00 pm with the following members present: Ferguson, Henrichsen, Holsworth, Kramer and Koontz. Interested citizens and attorney Hagg were also present. Pledge of Allegiance led by Henrichsen.

CALL FOR CHANGES: Motion made and seconded to approve agenda with the addition of Hagg & Hagg LLP invoice under Item 6 Claims and Elmer Claycomb Floodplain Administrator oath under Item 12 Appointments; vote: all ayes, motion carried.

SPECIAL ITEMS: meeting protocol presented.

CONSENT CALENDAR: Motion made and seconded to approve June 4, 2024, minutes as presented: vote: all ayes, motion carried.

CONFLICT OF INTEREST DECLARATION: All board members are responsible for refraining from discussion and voting on issues where they may have a conflict of interest.

CLAIMS: Motion made and seconded to approve Payroll and Claims as amended; vote: all ayes, motion carried. CBH CO-OP, Shop propane, tank rental fee, \$312.24; CONNIE LEIMER, Trap/Neuter/Release program, \$191.15; TERRI CORNELISON, Mileage to Finance Officer School, \$145.86; CHUCK FERGUSON, Lagoon maintenance/gravel Fairgrounds Place/spray weeds, \$1,026.00; GOLDEN WEST TECHNOLOGIES, Monthly Service – June 2024, \$576.00, HAWKINS INC, Lagoon pipe parts, \$1,525.26; MT RUSHMORE TELEPHONE, Phone/internet service June 2024, \$258.03; PIONEER BANK & TRUST, Stamps/shipping/SOS certificate/chair, \$883.20; PIONEER BANK & TRUST, 2 signature account, \$25.00; SANDER SANITATION, Monthly sanitation service, \$4,024.80; SOUTHERN HILLS PUBLISHING, Publishing/legal notices 5/24, \$100.30; VONDA BELT, Lysol/garbage bags, \$32.53; VAN WAY TROPHY & AWARD, Name plate-Simon, \$17.50; HAGG & HAGG LLP, Attorney Services 2/29 – 6/17/24, \$6,195.00; **Accounts Payable Total: \$ 15,312.87.** Payroll related: Total Paid On: 6/14/24: General, \$2,479.09, Water, \$238.99, Sewer, \$143.44, Promoting City/ BBB, \$47.77, EFTPS-Electronic Federal Tax, FED/FICA TAX, \$739.61, **Total Payroll Related Paid: \$3,648.90. REPORT TOTAL: \$18,961.77**

OLD BUSINESS: Rick Mills with Hermosa Connects gave an update on the vendor fair Saturday, June 22, 2024. Vicki Henrichsen submitted her resignation to the code enforcement committee.

LEGAL: Attorney Kent Hagg stated he had sent letter to the Custer County School District regarding issues with the retention pond on the school property. Motion made and seconded to accept the resignation of Mitch Johnson as Town Attorney; Vote: all ayes, motion carried. Attorney Kent Hagg was appointed as the interim Town Attorney and oath of office was administered by President Vicki Henrichsen. The advertisement of a new town attorney was tabled until the next meeting on July 2, 2024.

ADJOURN: Motion made and seconded to adjourn the meeting with the old board members at 6:45 p.m.; Vote: all ayes, motion carried.

BOARD OF TRUSTEES: Motion made and seconded to accept the canvass of votes for the Hermosa Precinct #1; vote: all ayes, motion carried. Oath of office was administered to Kelburn Koontz and Shanna Harris by Attorney Kent Hagg.

RECOMMENCEMENT WITH NEW BOARD: Roll call with the following members present: Henrichsen, Kramer, Ferguson, Koontz, and Harris. Trustee Conduct and Obligations were acknowledged and signed by all board members.

2024-2025 APPOINTMENTS: Motion made and seconded to elect Henrichsen as board president; Vote: 2 ayes, 3 nays, motion failed. Motion made and seconded to elect Kramer as board president; Vote: 3 ayes, 2 nays, motion carried. President Kramer presided over the rest of the meeting. Motion made and seconded to elect Henrichsen as board vice president; Vote: 2 ayes, 3 nays, motion failed. Motion made and seconded to elect Koontz as board vice president; Vote: 3 ayes, 2 nays, motion carried. Kramer asked Henrichsen if she would be willing to chair the water committee and

Henrichsen declined, stating “due to circumstances of the scenario and previous precedence, I will decline.” Kramer asked Henrichsen if she would participate in any of the committees and Henrichsen declined to serve on any committee at this point. The assignment of subcommittees was tabled until the next meeting on July 2, 2024.

ENGINEER: Anthony Theodorou PE reviewed the Hermosa Sewer Extension to Lone Coyote Subdivision document that was presented. Motion made and seconded to approve Anthony getting a shovel ready project estimate and investigate funding options; vote: all ayes, motion carried. The board also gave Anthony permission to call K & D Perforators in Upton, WY to ask them to give us a proposal to re-perforate our well #2, to run a log on it and to pump it for a bit with the re-established capacity.

PLANNING & ZONING: nothing was presented.

LAW ENFORCEMENT/ABATEMENTS/COMPLAINTS: Custer County log was included in the board packet. Ferguson gave an update on the increased presence of deputy sheriffs in the town recently and how it is appreciated. Abatements were discussed and will be addressed.

PUBLIC WORKS: Ferguson provided updates on streets, water, and sewer departments. Ferguson stated that the water issue at 355 Main Street will be taken care of this week. A copy of the open work orders was provided to the board.

FINANCE OFFICE: Monthly financials will be presented at the next meeting. Cornelison reported she had attended Finance Officer School and a budget workshop and felt it was beneficial. Cornelison requested that the bank proposals be tabled until the next meeting on July 2, 2024.

NEW BUSINESS: Shelly Martin gave an update on the Christmas Carnival to be held at the Hermosa School. The town has not collected vendor fees in the past and will continue the policy for this year as well. Gravel on Tower Road pending. Kramer gave an update on the Custer County Commission meeting she attended on June 6, 2024. Motion made and seconded to remove and reword item 18D surplus items and move to a work session along with item 18E Rework Ordinance 50.02 Meters, and also review the mowing and nuisance ordinance to a work session as well as removing all of Item 10 Board of Trustees from the agenda, remove all of item 11 Recommencement with New Board from the agenda, remove Item 12A Election of Board of Trustee Officers from the agenda and move item 18A vendor fees to a work session; vote: all aye, motion carried.

ITEMS FROM CITIZENS: Audience had input.

EXECUTIVE SESSION: No items presented.

ADJOURN: Motion made and seconded to adjourn meeting at 8:00 pm, vote: all ayes, motion carried.

ATTEST:

Terri Cornelison
Finance Officer

Linda Kramer
Town Board President

Published once at the approximate cost of _____.

6A



CONSULTING SERVICES AGREEMENT

CLIENT	Town of Hermosa	Project Name	Water Distribution Model and Water
Address	PO Box 298	Facilities Plan	
	230 Main Street	Supplement	
	Hermosa, SD 57744	Evaluation of Well 2	
		Project Location	Hermosa, SD
Telephone	(605) 255-4291		
Client Contact	Linda Kramer, President	Consultant PM	Anthony L. Theodorou PE
Client Job No.		Consultant Job No.	

This Agreement is made by and between the Town of Hermosa, SD, hereinafter called "Client," and Alfred Benesch & Company, hereinafter called "Consultant", for professional consulting services as specified herein. Consultant agrees to provide Client with requested consulting services more specifically described as follows (or shown in Attachment A):

- GIS-grade survey of the surface elevations of entire town's water distribution system.
- Development of a Water Distribution model in Water GEMS (or similar software) to predict pressure, fire flow and capacity.
- Technical Memorandum on needs of system for Fire Flow (priority 1) and other needs. Evaluation of Well 2 capacity upgrades.
- Supplement to the Water Facilities Plan. Meetings with Custer County Commissioners for funding allocation.

The General Conditions and the following Attachments are hereby made a part of the Agreement:

- Attachment A: Scope of Services and Fee Estimate
- Attachment B: Schedule of Unit Rates
- Attachment C: _____
- or
- Exhibit A: Work Authorizations specifying Method of Payment, Scope, and Fee

By signing this Agreement, Client acknowledges that it has read and fully understands this Agreement and all attachments thereto. Client further agrees to pay Consultant for services described herein upon receipt of invoice by Client for the Consultant's estimated fee as described below:

- By Lump Sum: \$31,000.
- By Time and Materials: \$_____.
- By Other Payment Method (See Attachment _____): \$_____.
- As shown on serially numbered Work Authorizations Using Exhibit A

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement:

CLIENT	ALFRED BENESCH & COMPANY
BY: _____	BY: <u>Anthony Dirks</u>
AUTHORIZED REPRESENTATIVE	AUTHORIZED REPRESENTATIVE
PRINT NAME: _____	PRINT NAME: <u>Anthony Dirks</u>
TITLE: _____	TITLE: <u>Senior Vice President</u>
DATE: _____, 20____	DATE: <u>June 18</u> , 20 <u>24</u>
	BENESCH OFFICE: <u>Lincoln</u>
	ADDRESS: <u>825 M. Street, Suite 100</u>
	<u>Lincoln, NE 68508</u>

PLEASE SIGN AND RETURN ONE COPY TO ALFRED BENESCH & COMPANY (ADDRESS ABOVE).



STANDARD TERMS AND CONDITIONS

SECTION 1 – Services by Consultant

1.1 General

Consultant shall provide services under this Agreement only upon request of the Client, and only to the extent defined and required by the Client. These services may include the use of outside services, outside testing laboratories, and special equipment.

Attachments to this Agreement are as identified on the signature page to this Agreement or using serially numbered Work Authorizations, and with these GENERAL CONDITIONS, are all as attached hereto, and made a part of this Agreement.

1.2 Scope of Services and Fees

The services to be performed by Consultant and the associated fee are attached hereto and made a part of this Agreement or by using serially numbered Work Authorizations, all as identified on the signature page to this Agreement, and shall be performed by the Consultant in accordance with the Client's requirements. The Scope of Services and Fee Estimate (Attachment A) is valid for sixty (60) days, after which Consultant reserves the right to revise the Scope or Fee Estimate.

It is mutually understood that Consultant's fee is not a firm contractual amount, except the total fee by the Consultant shall not be exceeded unless authorized in writing by the Client. The intent of the Scope of Services is to identify the services to be provided by Consultant. However, it is specifically understood that by written notice to Consultant, Client can decrease or, with concurrence of Consultant, increase the Scope of Services.

SECTION 2 – Payments to Consultant

2.1 Method of Payment

Payment for Consultant's personnel services and direct expenses shall be based on the Method of Payment which is identified on the signature page to this Agreement or serially numbered Work Authorizations, attached hereto, and made a part of this Agreement.

2.2 Payment for Personnel Services

2.2.1 Payment

Payment for the services rendered by Consultant's personnel shall be based on the hours of chargeable time and in accordance with Consultant's Schedule of Unit Rates, which is identified on the signature page to this Agreement and attached hereto, and made a part of this Agreement.

2.2.2 Chargeable Time

Chargeable time for Consultant's personnel is that portion of their time devoted to providing services requested by Client. Chargeable time for field personnel located away from Consultant's office for more than one week is a minimum of eight hours per day and five days per calendar week, except for Consultant observed legal holidays or during an employee's sick leave or vacation time. Travel

time from Consultant's office to an assigned work site, and return to Consultant's office, is chargeable time; or if more economical for Client, Consultant shall lodge its personnel overnight near the work site in lieu of traveling back to Consultant's office at the end of each work day.

2.2.3 Overtime Rates

The basis for payment to Consultant for each hour worked in excess of forty (40) hours in any calendar week shall be the applicable hourly rate as specified in the Schedule of Unit Rates.

2.3 Payment for Direct Expenses

2.3.1 Payment

For Direct Expenses incurred by Consultant, payment to Consultant by the Client shall be in accordance with Consultant's Schedule of Unit Rates.

2.3.2 Direct Expenses

For the purposes of this Agreement, Direct Expenses to be contracted and managed by Consultant and payable by Client to Consultant shall include: Outside Services including the services and reimbursable expenses for firms other than Consultant which are necessary for the work the Consultant is directed to perform; Laboratory Tests and related reports necessary for the work the Consultant is directed to perform, either by the Consultant or by an outside service for the Consultant; Special Equipment expenses including the costs of the Consultant locating, acquiring, leasing, or renting any equipment or facilities not currently owned, leased, or rented by Consultant at the time of the request for services which are necessary to enable Consultant to provide the services requested; vehicles furnished by Consultant for Consultant's authorized travels and for Consultant's field personnel; Per Diem expense or actual costs of maintaining Consultant's field personnel on or near the Project site, for each day of field assignment away from Consultant's office; and Other Direct Expenses associated with all services provided hereunder and identified in the Schedule of Unit Rates.

2.4 Payment Conditions

2.4.1 Consultant shall submit monthly invoices for all personnel services and direct expenses under this Agreement and a final invoice upon completion of services.

2.4.2 Invoices are due and payable upon receipt by Client. Interest at a rate of 1.5% per month, or the maximum allowed by law, will be charged on all past due amounts starting thirty (30) days after date of invoice. Payments will first be credited to interest and then to principal.

2.4.3 In the event of a disputed or contested invoice, Client must provide written notice to Consultant within ten (10) days of the date of any invoice, otherwise the invoice will be considered to be correct. In the event Client timely submits in writing a dispute on a particular invoice, only that portion so contested will be withheld from payment and the Client will pay the undisputed portion. No interest will accrue on any reasonably contested portion of the invoice until mutually resolved.

2.4.4 If Client fails to make payment in full to Consultant of amounts owed pursuant to this Section 2 within forty-five (45) days of the date of the invoice, Consultant may, after giving seven (7) days' written notice to Client, suspend services under this Agreement until paid in full, including interest. Consultant shall have no liability to Client for delays or damages caused by such suspension of services. Client agrees to pay all costs of collection, including reasonable attorney's fees, incurred by Consultant as a result of Client's failure to make payments in accordance with this Agreement. No final plans, documents or reports will be released for any purpose until Consultant has been paid in full.

2.4.5 The billing rates specified in the Schedule of Unit Rates for subsequent years shall be adjusted annually in accordance with Consultant's costs of doing business, subject to Client's review and concurrence.

SECTION 3 - Term of Agreement

3.1 Term

Consultant's obligations to perform under this Agreement shall extend from the date of execution until terminated by either party.

3.2 Abandonment of Work

Client shall have the absolute right to abandon any work requested hereunder or to change the general scope of the work at any time, and such action on its part shall in no event be deemed a breach of contract.

3.3 Termination of Agreement

3.3.1 Termination with Cause

The obligation to provide further services under this Agreement may be terminated with cause by either party by written notice stating the basis for the termination and providing 7 days to cure. The termination will be effective seven (7) days after delivery of written notice thereof if the basis for the termination has not been cured. In the event of termination by Consultant caused by failure of the Client to perform in accordance with the terms of this Agreement, Client shall pay for all services performed prior to the effective date of the termination, including all project termination expenses, collection fees and legal expenses. Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination, and provide information and documents developed under the terms of this Agreement to the Client upon receipt of final payment. In the event of termination by the Client caused by failure by Consultant to perform in accordance with the terms of this Agreement, Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination and provide information and documents developed under the terms of this Agreement to the Client. Upon receipt of all other information and documents, Client shall pay Consultant for services performed prior to the effective date of the termination.

3.3.2 Termination without Cause

Either party may, at its sole discretion, terminate this

Agreement without cause at any time. In the event of such termination, the terminating party will promptly notify and confirm the termination in writing to the other party. The termination will be effective seven (7) days after delivery of written notice thereof. Upon termination, Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination, and provide information and documents developed under the terms of this Agreement to the Client upon receipt of final payment.

3.4 Payment for Work Upon Abandonment or Agreement Termination

If Client abandons requested work or terminates this Agreement, Consultant shall be paid on the basis of work completed to the date of abandonment or effective date of termination. Consultant shall perform no activities other than reasonable wrap-up activities after receipt of notice of abandonment or termination. Payment for the work shall be as established under Section II.

SECTION 4 - General Considerations

4.1 Assignment and Responsibility for Personnel

4.1.1 The assignment of personnel and all phases of the undertaking of the services which Consultant shall provide hereunder shall be subject to the oversight and general guidance of Client.

4.1.2 While upon the premises of Client or property under its control, all employees, agents, and subconsultants of Consultant shall be subject to Client's rules and regulations respecting its property and the conduct of its employees thereon.

4.1.3 However, it is understood and agreed that in the performance of the work and obligations hereunder, Consultant shall be and remain an independent Consultant and that the employees, agents or subconsultants of Consultant shall not be considered employees of or subject to the direction and control of Client. Consultant shall be responsible for the supervision and performance of all subconsultants which are to perform hereunder.

4.2 Insurance

4.2.1 Consultant shall furnish Client a certificate of insurance upon request showing amounts and types of insurance carried by Consultant, which certificate shall contain a commitment by the Insurance Company that during the time any work is being performed by Consultant under this Agreement it will give Client notice of cancellation or non-renewal of the insurance coverage shown on such certificates in accordance with policy provisions.

4.2.2 Any construction contracts relative to Consultant's Services shall require that the Client and Consultant be included as additional insureds on the contractor's and contractor's subcontractors' commercial general liability and commercial automobile liability insurance policies and that the coverage afforded Client and Consultant is primary to any insurance maintained by Client or Consultant and that Client and Consultant's insurance is non-contributory with any coverage afforded by contractor and subcontractors. Client will also require contractor and all subcontractors to purchase and maintain workers' compensation and employer's liability insurance.

Consultant will name the Client as additional insured on Consultant's commercial general liability insurance.

4.3 Successors and Assigns

4.3.1 Client and Consultant each binds itself and its partners, successors, executors, administrators, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement.

4.3.2 Neither Consultant nor Client shall assign or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other party, except as stated in paragraph 4.3.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Consultant from employing such independent consultants, associates, and subconsultants as it may deem appropriate to assist in the performance of services hereunder.

4.3.3 Nothing herein shall be construed to give any rights or benefits hereunder to any one other than Client and Consultant except as otherwise provided herein.

4.4 Compliance with Law

4.4.1 Consultant shall exercise the professional standard of care to comply with, and cause its subconsultants to comply with, applicable Federal, state, and local laws, orders, rules, and regulations in effect at the time services are rendered, and relating to the performance of the services Consultant is to perform under this Agreement. If the Scope of Services requires Consultant to prepare an application for a permit, Consultant does not represent or warrant that said permit or approval will be issued by any governmental body.

4.4.2 Neither the Consultant nor the Consultant's agents or employees shall discriminate against any employee or applicant for employment to be employed in the performance of this Agreement with respect to hiring, tenure, terms, conditions, or privileges of employment, because of race, color, religion, sex, or national origin.

4.5 Ownership and Reuse of Documents

4.5.1 All drawings, specifications, test reports, and other materials and work products which have been prepared or furnished by Client prior to this Agreement shall remain Client's property. Consultant shall be permitted to rely on Client furnished documents and Client shall make available to Consultant copies of these materials as necessary for the Consultant to perform the services requested hereunder.

4.5.2 All drawings, specifications, test reports, and other materials and work products, including computer aided drawings, designs, and other data filed on electronic media which will be prepared or furnished by Consultant (and Consultant's independent professional associates and subconsultants) under this Agreement, are instruments of

service in respect to the Project and Consultant shall retain an ownership and property interest therein whether or not the Project is completed. Client may make and retain copies for information and reference in connection with the use and the occupancy of the Project by Client and others; however, such documents are not intended or represented to be suitable for reuse by Client or others acting on behalf of Client on extensions of the Project or on any other project. Further, Consultant makes no warranty as to the compatibility of computer data files with computer software and software releases other than that used by Consultant in performing services herein, and to the condition or availability of the computer data after an acceptance period of thirty (30) days from delivery to Client. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Consultant or to Consultant's independent professional associates or subconsultants, and Client shall indemnify and hold harmless Consultant and Consultant's independent professional associates and subconsultants from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Consultant to further compensation at rates to be agreed upon by Client and Consultant.

4.6 Consultant's Personnel at Project Site

4.6.1 The presence or duties of the Consultant personnel at a Project site, whether as onsite representatives or otherwise, do not make the Consultant or its personnel in any way responsible for those duties that belong to the Client and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the project documents and any health or safety precautions required by such construction work. The Consultant and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor or other entity or any other persons at the site except Consultant's own personnel.

4.6.2 To the extent Consultant's Scope of Work includes construction observation, the Consultant shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. Consultant neither guarantees the performance of the contractor(s) nor assumes responsibility for contractor(s)' failure to perform their work in accordance with the project documents.

4.7 Opinions of Cost, Financial Considerations, and Schedules

In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the Project, the Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions. Consultant's opinions of probable Total Project Costs and Construction Costs provided for herein as appropriate are made on the basis of Consultant's experience and qualifications and represent Consultant's judgments as an experienced and qualified professional consultant familiar with the construction industry. Consultant makes no warranty that the Client's actual Total Project or Construction Costs, financial aspects, economic feasibility, or schedules will not vary from the Consultant's opinions, analyses, projections, or estimates. If Client wishes greater assurance as to any element of the Total Project or Construction cost, feasibility, or schedule, Client will employ an independent cost estimator, contractor, or other appropriate advisor.

4.8 Discovery of Unanticipated Pollutant and Hazardous Substance Risks

4.8.1 If Consultant, while performing the services, discovers pollutants and/or hazardous substances that pose unanticipated risks, it is hereby agreed that the scope of services, schedule, and the estimated cost of Consultant's services will be reconsidered and that this Agreement shall immediately become subject to renegotiation or termination.

4.8.2 In the event that the Agreement is terminated because of the discovery of pollutants and/or hazardous substances posing unanticipated risks, it is agreed that Consultant shall be paid for its total charges for labor performed and reimbursable charges incurred to the date of termination of this Agreement, including, if necessary, any additional labor or reimbursable charges incurred in demobilizing.

4.8.3 Client also agrees that the discovery of unanticipated pollutants and/or hazardous substances may make it necessary for Consultant to take immediate measures to protect health and safety. Consultant agrees to notify Client as soon as practically possible should unanticipated pollutants and/or hazardous substances be suspected or encountered. Client authorizes Consultant to take measures that in Consultant's sole judgment are justified to preserve and protect the health and safety of Consultant's personnel and the public. Client agrees to compensate Consultant for the additional cost of taking such additional precautionary measures to protect employees' and the public's health and safety. This section is not intended to impose upon Consultant any duties or obligations other than those imposed by law.

SECTION 5 - Professional Responsibility

5.1 Performance of Services

Consultant shall perform its services consistent with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances (hereinafter the "Standard of Care").

Consultant expressly disclaims all express or implied warranties and guarantees with respect to the performance of professional services, and it is agreed that the quality of such services shall be judged solely as to whether the services were performed consistent with the Standard of Care. Consultant owes Client only that level of performance defined in this Section 5.1, and nothing herein shall be construed as creating a fiduciary relationship.

If at any time prior to construction Client believes Consultant's services are deficient due to not meeting the Standard of Care, Client must immediately inform Consultant in writing and shall afford Consultant the opportunity to correct such deficiency. If, upon review by Consultant it is determined there is a deficiency that fails to meet the standard of care and it is attributable to Consultant, the deficiency shall be corrected at no additional cost to Client.

5.2 Limitation of Liability

Client and Consultant agree to allocate certain of the risks so that, to the fullest extent permitted by law, Consultant's total liability to Client is limited to the amount paid under the contract or \$50,000 whichever is greater, this being the Client's sole and exclusive remedy for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's fees) arising out of this Agreement from any cause or causes. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

5.3 No Special or Consequential Damages

Client and Consultant agree that to the fullest extent permitted by law neither party shall be liable to the other for any special, indirect, or consequential damages whatsoever, whether caused by either party's negligence, errors, omissions, strict liability, breach of contract, breach of warranty, or other cause or causes.

5.4 Indemnification

To the fullest extent permitted by law, Client and Consultant mutually agree to indemnify and hold each other harmless from and against any and all claims, damages, losses and expenses, defense costs including reasonable attorneys' fees, and court or arbitration costs and other liabilities arising from their own negligent acts, errors or omissions in performance of their services under this Agreement, but only to the extent caused that each party is responsible for such damages, liabilities and costs on a comparative basis of fault.

5.5 No Third Party Beneficiaries

Client and Consultant expressly agree that this Agreement does not confer upon any third party any rights as beneficiary to this Agreement. Consultant accepts no responsibility for damages, if any, suffered by any third party as the result of a third party's use of the work product, including reliance, decisions, or any other action taken based upon it.

Client agrees that Consultant's services and work products are for the exclusive present use of Client. Client agrees

that Consultant's compliance with any request by Client to address or otherwise release any portion of the work product to a third party shall not modify, rescind, waive, or otherwise alter provisions of this Agreement nor does it create or confer any third party beneficiary rights on any third party.

SECTION 6 - Miscellaneous Provisions

6.1 Notices

Any notice to either party herein shall be in writing and shall be served either personally or by registered or certified mail addressed to the signing party shown on the signature page.

6.2 Joint Preparation

For purposes of contract interpretation and for the purpose of resolving any ambiguity in this Agreement, the parties agree that this Agreement was prepared jointly by them and/or their respective attorneys.

6.3 Headings

Headings used in this Agreement are for the convenience of reference only and shall not affect the construction of this Agreement

6.4 Severability

If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

6.5 Dispute Resolution

If negotiation in good faith fails to resolve a dispute within thirty (30) days of written notice of the dispute by either party, then the parties agree that, with the exception of claims that are subject to the applicable venue's small claims court jurisdiction, each dispute, claim or controversy arising from or related to this Agreement or the relationships which result from this Agreement shall be subject to mediation as a condition precedent to initiating legal or equitable actions by either party. Unless the parties agree otherwise, the mediation shall be in accordance with the Commercial Mediation Procedures of the American Arbitration Association then currently in effect. A request for mediation shall be filed in writing with the American Arbitration Association and the other party. No legal or equitable action may be instituted for a period of ninety (90) days from the filing of the request for mediation unless a longer period of time is provided by agreement of the parties. Cost of mediation shall be shared equally between the parties and shall be held in a location mutually agreed upon by the parties. The parties shall memorialize any agreement resulting from the mediation in a mediated settlement agreement, which agreement shall be enforceable as a settlement in any court having jurisdiction thereof.

During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations

hereunder. Any dispute not resolved through mediation shall be subject to litigation in a court of competent jurisdiction in the state in which the project is located.

6.6 Equal Opportunity

Consultant will, in the performance of this Agreement, comply with federal, state, and local laws, and all regulations and orders issued under any applicable law related to equal employment opportunity, non-discrimination, or employment generally.

Consultant certifies that it will not knowingly employ or contract with a non-legal resident of the United States to perform work under this Agreement, and verifies or attempts to verify employee eligibility of its employees through participation in the U.S. Department of Homeland Security and Social Security Administration's E-Verify system.

6.7 Governing Law

This Agreement is to be governed by the laws of the jurisdiction in which the project is located. For locations outside of the United States, this Agreement shall be governed by the laws of the State of Illinois.

6.8 Entire Agreement

This Agreement, along with those documents specified, attached, or hereby cited together, and serially numbered Work Authorizations if used, constitute the entire Agreement between the parties hereto and no changes, modifications, extensions, terminations, or waivers of this Agreement, or other documents, or any of the provisions herein, or therein contained, shall be valid unless made in writing and signed by duly authorized representatives of both parties.

Engineer's Services

Drinking Water System Distribution Model & Well #2 Feasibility Study – Town of Hermosa, SD

Attachment A of the Agreement is supplemented to include the following agreement of the parties. Engineer shall provide Basic Services as set forth below.

BASIC SERVICES

Project Location:

The Town of Hermosa owns and operates its own Public Drinking Water System (PWS – ID 0154). All PWS must meet minimum requirements as defined by South Dakota Administrative Rules Chapter 74:53:05 Public Water Supply Systems and follow the recommended Standards for Water Works as defined by the 10 States Standards. Although South Dakota is yet to be a member of the 10 States committee, the State refers to this standard when approving public water system improvements. The Town's water system has not been mapped since 2012 and requires a map update as well as a comprehensive water distribution model to determine where minimum fire flow and pressure is not being met and what infrastructure improvements are needed to meet minimum requirements. The existing water map is Figure 1.

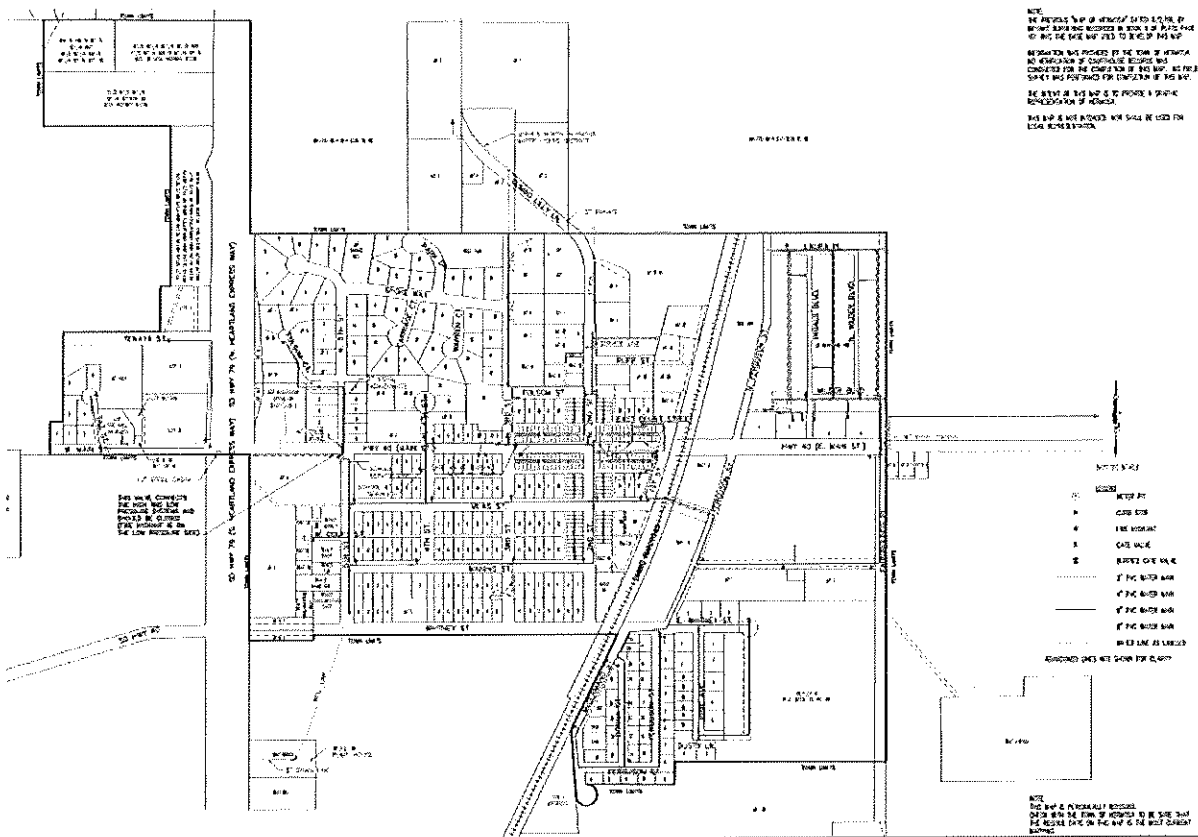


Fig. 1 Existing Drinking Water Distribution Map (2012), missing the recent extensions to the north.

Project Understanding:

The Feasibility Study for which Engineer's services are being provided are to update the Distribution System Map (last updated in 2012) with correct water main sizes, types and locations, build a water

distribution model to determine pressure and flow values throughout the entire town and summarize the needs of the town's system, with a priority on meeting minimum Fire Flow requirements. In addition, all historical data on Well #2 will be researched and evaluated with subject experts in well development to provide a recommendation on how Well #2 should be reincorporated into the water system. The basic services will include maps, a technical memorandum, presentation to the board and a meeting with Custer County Commissioners in August 2024 to request direction of ARPA funding to construct infrastructure to meet minimum fire flow requirements as per the model. The phases of the Comprehensive Water System Study are as follows:

- Update of the 2012 AES Water Distribution Map to reflect the current water system.
- Develop a Water Distribution Model in Water GEMS or similar software.
- Conduct three hydrant tests to calibrate the model with actual values.
- Research all work completed on Well #2 since time of initial installation
- Conduct meetings with Well Development experts to prepare a cost estimate for redevelopment of Well #2.
- Prepare a Technical Memorandum with cost estimates for the improvements needed to the Water System to meet minimum fire flows throughout the town. The Technical Memo will include a supplement to the Water Facilities Plan enumerating all deficiencies discovered during modeling.
- Presentation to the Town Board and Custer County Commissioners.
- Proposal for Design of Fire Flow Improvements approved for funding by Custer County.

We will assume one Custer County meeting will be necessary. If additional meetings are requested, our fees shall be updated accordingly with additional Engineering fees.

Engineering Fees:

Estimated fees for services:

This would be a Lump Sum budget based on the scope provided above.

Update of Water Distribution Map and Document Research on Well #2 = \$10,900

Water Distribution Model and Technical Memorandum = \$13,800

Supplement to the Water Facilities Plan = \$4,700

Meeting with Custer County = \$1,600

The total amount of \$31,000 does not include state and local sales tax, as applicable.

Services not Included:

The following services are not included in this proposal:

1. Legal, easement or platting surveys.
2. State and Local sales tax, permitting, filing and submittal fees
3. Water system design
4. Water system construction Permitting
5. Design of Water Tank/Tower
6. Environmental and cultural evaluation and permitting
7. Booster station design
9. Irrigation and Landscape design
10. Site power and road lighting design
11. Construction staking, and materials testing

Project Schedule:

It is anticipated that the Study will commence in June 2024, and the Study will be completed in time for the August 2024 Custer County Commissioners meeting. The bid phase for Custer County ARPA funds must be complete, and contractor notice to proceed prior to December 31, 2024.

Parties:

Owner – Town of Hermosa – Shall refer to the Owner in the Agreement.

Consultant – Alfred Benesch & Company– Shall be synonymous with Engineer in this document.

Scope of Services:

Engineer’s scope includes the following tasks:

A1.00 Survey Phase

- A. Phase Description: Survey team will establish surface elevations and depths of main throughout the town of Hermosa. As-built survey to GIS-level accuracy of the existing water main will be made to validate plans. Elevations for modeling will be considered integral to this project.
- B. Surveyor will: Provide GIS-grade survey accuracy using established survey techniques.
- C. Deliverables: An updated Water System Distribution map with pipe sizes, material types (if known) and a GIS-file of the water system (shape file) compatible to most Asset Management software.
- D. Owner Responsibilities:
 - 1. Provide known owned utility locations. Request utility locates using the One-Call system.
 - 2. Furnish any previously completed preliminary ground survey of project limits as shown on the attached map. Survey completed includes site contours, existing surface features, and above and below-ground utilities as located by “one-call locators”. Topographic survey will generally be bounded within the parcel limits and occasionally beyond to verify grades, adjacent features and structures. The previously completed survey would have been accomplished by conventional survey methods and primary control points established as South Dakota NAD83 (2002) OPUS corrected State Plane Coordinates.
 - 3. Ensure access to ROW and Town owned property
- E. Assumptions:
 - 1. The data collected will not be used for construction. The data is useful for permitting and asset management purposes.

A1.01 Water Distribution Model Phase

- A. Phase Description: Using both survey data and maps, data and imagery provided by the Owner, water modeling will be undertaken.
- B. Engineer will: Develop a water distribution model for the entire town system area. Prepare The criteria will consist of average day demands, peak day demands and any fire flow and pressure characterization of the system.

- C. Deliverables: (2) review copies of the Technical Memorandum document, opinion of probable Construction Costs, and any recommended project descriptions.
- D. Owner's Responsibilities: Review Deliverables and provide comments in a timely manner.
- E. Assumptions: Cost estimates will be based on input from local contractors of the preliminary design descriptions. No plans will be developed beyond conceptual visual aids. The time for these contractors to provide probable costs can vary depending on their prior commitments but is assumed to take 5-10 business days.

A1.02 *Environmental & Floodplain Phase (not included)*

- A. Owner's Responsibilities: NEPA documents.

A1.03 *Facilities Plan Supplement Phase*

- A. Phase Description: After acceptance by Owner of the Technical Memorandum documents, a supplement to the Water Facilities plan is needed by SD DANR to outline the scope, extent, character, or design requirements for any proposed SRF Project.
- B. Engineer will: Prepare a Supplement to the Water Facilities Plan indicating the scope, extent, and character of the Work to be performed to meet fire flow, pressure and water capacity needs of the town.
- C. Deliverables: (2) copies of the Supplement document, and any other facilities plan supplement Phase deliverables.
- D. Owner's Responsibilities: It will be important to take into consideration the maintenance procedures necessary for the proposed improvements to help the Water Department understand those requirements.
If more cost-effective and locally resourced technologies are selected and if local expertise is utilized, the cost of the project can be minimized.
- E. Assumptions: The number of Custer County Commissioner meetings under this Agreement is one. If more meetings are needed, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.04 *Permitting Phase (not included)*

A1.05 *Bidding Phase (not included)*

A1.06 *Construction Administration Phase (not included)*



CONSULTING SERVICES AGREEMENT

CLIENT	Town of Hermosa	Project Name	Lagoon Expansion Design, new DANR
Address	PO Box 298	Permit	
	230 Main Street		
	Hermosa, SD 57744		
Telephone	(605) 255-4291	Project Location	Hermosa, SD
Client Contact	Linda Kramer, President	Consultant PM	Anthony L. Theodorou PE
Client Job No.		Consultant Job No.	

This Agreement is made by and between the Town of Hermosa, SD, hereinafter called "Client," and Alfred Benesch & Company, hereinafter called "Consultant", for professional consulting services as specified herein. Consultant agrees to provide Client with requested consulting services more specifically described as follows (or shown in Attachment A):

- Create a process model (in SUMO or similar modeling software) to establish the capacity of the ACES lagoon expansion design.
- Update the plans to reflect the FEMA CLOMR exhibits depicting the location of the expanded lagoons outside of the floodway.
- Support the town in DANR discussions on the Lagoon project through the Bid letting phase (Construction Admin. not included).
- Process Model and Report with additional treatment equipment to discharge. Prepare DANR application for new discharge permit

The General Conditions and the following Attachments are hereby made a part of the Agreement:

- Attachment A: Scope of Services and Fee Estimate
- Attachment B: Schedule of Unit Rates
- Attachment C: _____
- or
- Exhibit A: Work Authorizations specifying Method of Payment, Scope, and Fee

By signing this Agreement, Client acknowledges that it has read and fully understands this Agreement and all attachments thereto. Client further agrees to pay Consultant for services described herein upon receipt of invoice by Client for the Consultant's estimated fee as described below:

- By Lump Sum: \$43,055 REMAINING BUDGET.
- By Time and Materials: \$_____.
- By Other Payment Method (See Attachment _____): \$_____.
- As shown on serially numbered Work Authorizations Using Exhibit A

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement:

CLIENT

ALFRED BENESCH & COMPANY

BY: _____
AUTHORIZED REPRESENTATIVE

BY: _____
AUTHORIZED REPRESENTATIVE

PRINT NAME: _____

PRINT NAME: Anthony Dirks

TITLE: _____

TITLE: Senior Vice President

DATE: _____, 20_____

DATE: June 27, 2024

BENESCH OFFICE: Lincoln

ADDRESS: 825 M. Street, Suite 100

Lincoln, NE 68508

PLEASE SIGN AND RETURN ONE COPY TO ALFRED BENESCH & COMPANY (ADDRESS ABOVE).



STANDARD TERMS AND CONDITIONS

SECTION 1 – Services by Consultant

1.1 General

Consultant shall provide services under this Agreement only upon request of the Client, and only to the extent defined and required by the Client. These services may include the use of outside services, outside testing laboratories, and special equipment.

Attachments to this Agreement are as identified on the signature page to this Agreement or using serially numbered Work Authorizations, and with these GENERAL CONDITIONS, are all as attached hereto, and made a part of this Agreement.

1.2 Scope of Services and Fees

The services to be performed by Consultant and the associated fee are attached hereto and made a part of this Agreement or by using serially numbered Work Authorizations, all as identified on the signature page to this Agreement, and shall be performed by the Consultant in accordance with the Client's requirements. The Scope of Services and Fee Estimate (Attachment A) is valid for sixty (60) days, after which Consultant reserves the right to revise the Scope or Fee Estimate.

It is mutually understood that Consultant's fee is not a firm contractual amount, except the total fee by the Consultant shall not be exceeded unless authorized in writing by the Client. The intent of the Scope of Services is to identify the services to be provided by Consultant. However, it is specifically understood that by written notice to Consultant, Client can decrease or, with concurrence of Consultant, increase the Scope of Services.

SECTION 2 – Payments to Consultant

2.1 Method of Payment

Payment for Consultant's personnel services and direct expenses shall be based on the Method of Payment which is identified on the signature page to this Agreement or serially numbered Work Authorizations, attached hereto, and made a part of this Agreement.

2.2 Payment for Personnel Services

2.2.1 Payment

Payment for the services rendered by Consultant's personnel shall be based on the hours of chargeable time and in accordance with Consultant's Schedule of Unit Rates, which is identified on the signature page to this Agreement and attached hereto, and made a part of this Agreement.

2.2.2 Chargeable Time

Chargeable time for Consultant's personnel is that portion of their time devoted to providing services requested by Client. Chargeable time for field personnel located away from Consultant's office for more than one week is a minimum of eight hours per day and five days per calendar week, except for Consultant observed legal holidays or during an employee's sick leave or vacation time. Travel

time from Consultant's office to an assigned work site, and return to Consultant's office, is chargeable time; or if more economical for Client, Consultant shall lodge its personnel overnight near the work site in lieu of traveling back to Consultant's office at the end of each work day.

2.2.3 Overtime Rates

The basis for payment to Consultant for each hour worked in excess of forty (40) hours in any calendar week shall be the applicable hourly rate as specified in the Schedule of Unit Rates.

2.3 Payment for Direct Expenses

2.3.1 Payment

For Direct Expenses incurred by Consultant, payment to Consultant by the Client shall be in accordance with Consultant's Schedule of Unit Rates.

2.3.2 Direct Expenses

For the purposes of this Agreement, Direct Expenses to be contracted and managed by Consultant and payable by Client to Consultant shall include: Outside Services including the services and reimbursable expenses for firms other than Consultant which are necessary for the work the Consultant is directed to perform; Laboratory Tests and related reports necessary for the work the Consultant is directed to perform, either by the Consultant or by an outside service for the Consultant; Special Equipment expenses including the costs of the Consultant locating, acquiring, leasing, or renting any equipment or facilities not currently owned, leased, or rented by Consultant at the time of the request for services which are necessary to enable Consultant to provide the services requested; vehicles furnished by Consultant for Consultant's authorized travels and for Consultant's field personnel; Per Diem expense or actual costs of maintaining Consultant's field personnel on or near the Project site, for each day of field assignment away from Consultant's office; and Other Direct Expenses associated with all services provided hereunder and identified in the Schedule of Unit Rates.

2.4 Payment Conditions

2.4.1 Consultant shall submit monthly invoices for all personnel services and direct expenses under this Agreement and a final invoice upon completion of services.

2.4.2 Invoices are due and payable upon receipt by Client. Interest at a rate of 1.5% per month, or the maximum allowed by law, will be charged on all past due amounts starting thirty (30) days after date of invoice. Payments will first be credited to interest and then to principal.

2.4.3 In the event of a disputed or contested invoice, Client must provide written notice to Consultant within ten (10) days of the date of any invoice, otherwise the invoice will be considered to be correct. In the event Client timely submits in writing a dispute on a particular invoice, only that portion so contested will be withheld from payment and the Client will pay the undisputed portion. No interest will accrue on any reasonably contested portion of the invoice until mutually resolved.

2.4.4 If Client fails to make payment in full to Consultant of amounts owed pursuant to this Section 2 within forty-five (45) days of the date of the invoice, Consultant may, after giving seven (7) days' written notice to Client, suspend services under this Agreement until paid in full, including interest. Consultant shall have no liability to Client for delays or damages caused by such suspension of services. Client agrees to pay all costs of collection, including reasonable attorney's fees, incurred by Consultant as a result of Client's failure to make payments in accordance with this Agreement. No final plans, documents or reports will be released for any purpose until Consultant has been paid in full.

2.4.5 The billing rates specified in the Schedule of Unit Rates for subsequent years shall be adjusted annually in accordance with Consultant's costs of doing business, subject to Client's review and concurrence.

SECTION 3 - Term of Agreement

3.1 Term

Consultant's obligations to perform under this Agreement shall extend from the date of execution until terminated by either party.

3.2 Abandonment of Work

Client shall have the absolute right to abandon any work requested hereunder or to change the general scope of the work at any time, and such action on its part shall in no event be deemed a breach of contract.

3.3 Termination of Agreement

3.3.1 Termination with Cause

The obligation to provide further services under this Agreement may be terminated with cause by either party by written notice stating the basis for the termination and providing 7 days to cure. The termination will be effective seven (7) days after delivery of written notice thereof if the basis for the termination has not been cured. In the event of termination by Consultant caused by failure of the Client to perform in accordance with the terms of this Agreement, Client shall pay for all services performed prior to the effective date of the termination, including all project termination expenses, collection fees and legal expenses. Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination, and provide information and documents developed under the terms of this Agreement to the Client upon receipt of final payment. In the event of termination by the Client caused by failure by Consultant to perform in accordance with the terms of this Agreement, Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination and provide information and documents developed under the terms of this Agreement to the Client. Upon receipt of all other information and documents, Client shall pay Consultant for services performed prior to the effective date of the termination.

3.3.2 Termination without Cause

Either party may, at its sole discretion, terminate this

Agreement without cause at any time. In the event of such termination, the terminating party will promptly notify and confirm the termination in writing to the other party. The termination will be effective seven (7) days after delivery of written notice thereof. Upon termination, Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination, and provide information and documents developed under the terms of this Agreement to the Client upon receipt of final payment.

3.4 Payment for Work Upon Abandonment or Agreement Termination

If Client abandons requested work or terminates this Agreement, Consultant shall be paid on the basis of work completed to the date of abandonment or effective date of termination. Consultant shall perform no activities other than reasonable wrap-up activities after receipt of notice of abandonment or termination. Payment for the work shall be as established under Section II.

SECTION 4 - General Considerations

4.1 Assignment and Responsibility for Personnel

4.1.1 The assignment of personnel and all phases of the undertaking of the services which Consultant shall provide hereunder shall be subject to the oversight and general guidance of Client.

4.1.2 While upon the premises of Client or property under its control, all employees, agents, and subconsultants of Consultant shall be subject to Client's rules and regulations respecting its property and the conduct of its employees thereon.

4.1.3 However, it is understood and agreed that in the performance of the work and obligations hereunder, Consultant shall be and remain an independent Consultant and that the employees, agents or subconsultants of Consultant shall not be considered employees of or subject to the direction and control of Client. Consultant shall be responsible for the supervision and performance of all subconsultants which are to perform hereunder.

4.2 Insurance

4.2.1 Consultant shall furnish Client a certificate of insurance upon request showing amounts and types of insurance carried by Consultant, which certificate shall contain a commitment by the Insurance Company that during the time any work is being performed by Consultant under this Agreement it will give Client notice of cancellation or non-renewal of the insurance coverage shown on such certificates in accordance with policy provisions.

4.2.2 Any construction contracts relative to Consultant's Services shall require that the Client and Consultant be included as additional insureds on the contractor's and contractor's subcontractors' commercial general liability and commercial automobile liability insurance policies and that the coverage afforded Client and Consultant is primary to any insurance maintained by Client or Consultant and that Client and Consultant's insurance is non-contributory with any coverage afforded by contractor and subcontractors. Client will also require contractor and all subcontractors to purchase and maintain workers' compensation and employer's liability insurance.

Consultant will name the Client as additional insured on Consultant's commercial general liability insurance.

4.3 Successors and Assigns

4.3.1 Client and Consultant each binds itself and its partners, successors, executors, administrators, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement.

4.3.2 Neither Consultant nor Client shall assign or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other party, except as stated in paragraph 4.3.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Consultant from employing such independent consultants, associates, and subconsultants as it may deem appropriate to assist in the performance of services hereunder.

4.3.3 Nothing herein shall be construed to give any rights or benefits hereunder to any one other than Client and Consultant except as otherwise provided herein.

4.4 Compliance with Law

4.4.1 Consultant shall exercise the professional standard of care to comply with, and cause its subconsultants to comply with, applicable Federal, state, and local laws, orders, rules, and regulations in effect at the time services are rendered, and relating to the performance of the services Consultant is to perform under this Agreement. If the Scope of Services requires Consultant to prepare an application for a permit, Consultant does not represent or warrant that said permit or approval will be issued by any governmental body.

4.4.2 Neither the Consultant nor the Consultant's agents or employees shall discriminate against any employee or applicant for employment to be employed in the performance of this Agreement with respect to hiring, tenure, terms, conditions, or privileges of employment, because of race, color, religion, sex, or national origin.

4.5 Ownership and Reuse of Documents

4.5.1 All drawings, specifications, test reports, and other materials and work products which have been prepared or furnished by Client prior to this Agreement shall remain Client's property. Consultant shall be permitted to rely on Client furnished documents and Client shall make available to Consultant copies of these materials as necessary for the Consultant to perform the services requested hereunder.

4.5.2 All drawings, specifications, test reports, and other materials and work products, including computer aided drawings, designs, and other data filed on electronic media which will be prepared or furnished by Consultant (and Consultant's independent professional associates and subconsultants) under this Agreement, are instruments of

service in respect to the Project and Consultant shall retain an ownership and property interest therein whether or not the Project is completed. Client may make and retain copies for information and reference in connection with the use and the occupancy of the Project by Client and others; however, such documents are not intended or represented to be suitable for reuse by Client or others acting on behalf of Client on extensions of the Project or on any other project. Further, Consultant makes no warranty as to the compatibility of computer data files with computer software and software releases other than that used by Consultant in performing services herein, and to the condition or availability of the computer data after an acceptance period of thirty (30) days from delivery to Client. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Consultant or to Consultant's independent professional associates or subconsultants, and Client shall indemnify and hold harmless Consultant and Consultant's independent professional associates and subconsultants from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Consultant to further compensation at rates to be agreed upon by Client and Consultant.

4.6 Consultant's Personnel at Project Site

4.6.1 The presence or duties of the Consultant personnel at a Project site, whether as onsite representatives or otherwise, do not make the Consultant or its personnel in any way responsible for those duties that belong to the Client and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the project documents and any health or safety precautions required by such construction work. The Consultant and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor or other entity or any other persons at the site except Consultant's own personnel.

4.6.2 To the extent Consultant's Scope of Work includes construction observation, the Consultant shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. Consultant neither guarantees the performance of the contractor(s) nor assumes responsibility for contractor(s)' failure to perform their work in accordance with the project documents.

4.7 Opinions of Cost, Financial Considerations, and Schedules

In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the Project, the Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions. Consultant's opinions of probable Total Project Costs and Construction Costs provided for herein as appropriate are made on the basis of Consultant's experience and qualifications and represent Consultant's judgments as an experienced and qualified professional consultant familiar with the construction industry. Consultant makes no warranty that the Client's actual Total Project or Construction Costs, financial aspects, economic feasibility, or schedules will not vary from the Consultant's opinions, analyses, projections, or estimates. If Client wishes greater assurance as to any element of the Total Project or Construction cost, feasibility, or schedule, Client will employ an independent cost estimator, contractor, or other appropriate advisor.

4.8 Discovery of Unanticipated Pollutant and Hazardous Substance Risks

4.8.1 If Consultant, while performing the services, discovers pollutants and/or hazardous substances that pose unanticipated risks, it is hereby agreed that the scope of services, schedule, and the estimated cost of Consultant's services will be reconsidered and that this Agreement shall immediately become subject to renegotiation or termination.

4.8.2 In the event that the Agreement is terminated because of the discovery of pollutants and/or hazardous substances posing unanticipated risks, it is agreed that Consultant shall be paid for its total charges for labor performed and reimbursable charges incurred to the date of termination of this Agreement, including, if necessary, any additional labor or reimbursable charges incurred in demobilizing.

4.8.3 Client also agrees that the discovery of unanticipated pollutants and/or hazardous substances may make it necessary for Consultant to take immediate measures to protect health and safety. Consultant agrees to notify Client as soon as practically possible should unanticipated pollutants and/or hazardous substances be suspected or encountered. Client authorizes Consultant to take measures that in Consultant's sole judgment are justified to preserve and protect the health and safety of Consultant's personnel and the public. Client agrees to compensate Consultant for the additional cost of taking such additional precautionary measures to protect employees' and the public's health and safety. This section is not intended to impose upon Consultant any duties or obligations other than those imposed by law.

SECTION 5 - Professional Responsibility

5.1 Performance of Services

Consultant shall perform its services consistent with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances (hereinafter the "Standard of Care").

Consultant expressly disclaims all express or implied warranties and guarantees with respect to the performance of professional services, and it is agreed that the quality of such services shall be judged solely as to whether the services were performed consistent with the Standard of Care. Consultant owes Client only that level of performance defined in this Section 5.1, and nothing herein shall be construed as creating a fiduciary relationship.

If at any time prior to construction Client believes Consultant's services are deficient due to not meeting the Standard of Care, Client must immediately inform Consultant in writing and shall afford Consultant the opportunity to correct such deficiency. If, upon review by Consultant it is determined there is a deficiency that fails to meet the standard of care and it is attributable to Consultant, the deficiency shall be corrected at no additional cost to Client.

5.2 Limitation of Liability

Client and Consultant agree to allocate certain of the risks so that, to the fullest extent permitted by law, Consultant's total liability to Client is limited to the amount paid under the contract or \$50,000 whichever is greater, this being the Client's sole and exclusive remedy for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's fees) arising out of this Agreement from any cause or causes. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

5.3 No Special or Consequential Damages

Client and Consultant agree that to the fullest extent permitted by law neither party shall be liable to the other for any special, indirect, or consequential damages whatsoever, whether caused by either party's negligence, errors, omissions, strict liability, breach of contract, breach of warranty, or other cause or causes.

5.4 Indemnification

To the fullest extent permitted by law, Client and Consultant mutually agree to indemnify and hold each other harmless from and against any and all claims, damages, losses and expenses, defense costs including reasonable attorneys' fees, and court or arbitration costs and other liabilities arising from their own negligent acts, errors or omissions in performance of their services under this Agreement, but only to the extent caused that each party is responsible for such damages, liabilities and costs on a comparative basis of fault.

5.5 No Third Party Beneficiaries

Client and Consultant expressly agree that this Agreement does not confer upon any third party any rights as beneficiary to this Agreement. Consultant accepts no responsibility for damages, if any, suffered by any third party as the result of a third party's use of the work product, including reliance, decisions, or any other action taken based upon it.

Client agrees that Consultant's services and work products are for the exclusive present use of Client. Client agrees

that Consultant's compliance with any request by Client to address or otherwise release any portion of the work product to a third party shall not modify, rescind, waive, or otherwise alter provisions of this Agreement nor does it create or confer any third party beneficiary rights on any third party.

SECTION 6 - Miscellaneous Provisions

6.1 Notices

Any notice to either party herein shall be in writing and shall be served either personally or by registered or certified mail addressed to the signing party shown on the signature page.

6.2 Joint Preparation

For purposes of contract interpretation and for the purpose of resolving any ambiguity in this Agreement, the parties agree that this Agreement was prepared jointly by them and/or their respective attorneys.

6.3 Headings

Headings used in this Agreement are for the convenience of reference only and shall not affect the construction of this Agreement

6.4 Severability

If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

6.5 Dispute Resolution

If negotiation in good faith fails to resolve a dispute within thirty (30) days of written notice of the dispute by either party, then the parties agree that, with the exception of claims that are subject to the applicable venue's small claims court jurisdiction, each dispute, claim or controversy arising from or related to this Agreement or the relationships which result from this Agreement shall be subject to mediation as a condition precedent to initiating legal or equitable actions by either party. Unless the parties agree otherwise, the mediation shall be in accordance with the Commercial Mediation Procedures of the American Arbitration Association then currently in effect. A request for mediation shall be filed in writing with the American Arbitration Association and the other party. No legal or equitable action may be instituted for a period of ninety (90) days from the filing of the request for mediation unless a longer period of time is provided by agreement of the parties. Cost of mediation shall be shared equally between the parties and shall be held in a location mutually agreed upon by the parties. The parties shall memorialize any agreement resulting from the mediation in a mediated settlement agreement, which agreement shall be enforceable as a settlement in any court having jurisdiction thereof.

During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations

hereunder. Any dispute not resolved through mediation shall be subject to litigation in a court of competent jurisdiction in the state in which the project is located.

6.6 Equal Opportunity

Consultant will, in the performance of this Agreement, comply with federal, state, and local laws, and all regulations and orders issued under any applicable law related to equal employment opportunity, non-discrimination, or employment generally.

Consultant certifies that it will not knowingly employ or contract with a non-legal resident of the United States to perform work under this Agreement, and verifies or attempts to verify employee eligibility of its employees through participation in the U.S. Department of Homeland Security and Social Security Administration's E-Verify system.

6.7 Governing Law

This Agreement is to be governed by the laws of the jurisdiction in which the project is located. For locations outside of the United States, this Agreement shall be governed by the laws of the State of Illinois.

6.8 Entire Agreement

This Agreement, along with those documents specified, attached, or hereby cited together, and serially numbered Work Authorizations if used, constitute the entire Agreement between the parties hereto and no changes, modifications, extensions, terminations, or waivers of this Agreement, or other documents, or any of the provisions herein, or therein contained, shall be valid unless made in writing and signed by duly authorized representatives of both parties.

SUPPLEMENTAL CONDITIONS FOR SURVEY, ENVIRONMENTAL OR GEOTECHNICAL SERVICES

Supplemental Condition is incorporated herein when the applicable box is checked.

S.1 Location of Underground Utilities

It shall be the Client's responsibility to locate and physically mark all underground utilities and structures which lie within the work area prior to the start of subsurface investigations. If the Client elects not to assume this responsibility, Client shall notify Consultant and shall compensate Consultant for all costs associated with locating and physically marking said underground utilities and structures over and above the estimated project fee. Client shall indemnify and hold Consultant harmless from any damages and delays resulting from unmarked or improperly marked underground utilities and structures. For reasons of safety, Consultant will not begin work until this has been accomplished.

S.2 Subsurface Investigations

In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics might vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect Project cost and/or execution. These conditions and cost/execution effects are not the responsibility of the Consultant.

S.3 Disposition of Samples and Equipment

S.3.1 Disposition of Samples

No samples and/or materials will be kept by Consultant

longer than thirty (30) days after submission of the final report unless agreed otherwise.

S.3.2 Hazardous or Potentially Hazardous Samples and Materials

In the event that samples and/or materials contain or are suspected to contain substances or constituents hazardous or detrimental to health, safety, or the environment as defined by federal, state, or local statutes, regulations, or ordinances, Consultant will, after completion of testing, return such samples and materials to Client, or have the samples and materials disposed of in accordance with Client's directions and all applicable laws. Client agrees to pay all costs associated with the storage, transportation, and disposal of samples and materials. Client recognizes and agrees that Consultant at no time assumes title to said samples and materials, and shall have no responsibility as a handler, generator, operator, transporter, or disposer of said samples and materials.

S.3.3 Contaminated Equipment

All laboratory and field equipment contaminated in Consultant's performance of services will be cleaned at Client's expense. Contaminated consumables will be disposed of and replaced at Client's expense. Equipment (including tools) which cannot be reasonably decontaminated shall become the property and responsibility of Client. At Client's expense, such equipment shall be delivered to Client, or disposed of in the same manner specified in S.3.2 above. Client agrees to pay Consultant the fair market value of any such equipment which cannot reasonably be decontaminated and is delivered to Client pursuant to this Agreement.



EXHIBIT A

WORK AUTHORIZATION NO. 1

PROJECT NO. 00112515.00 DATE July 2, 2024
 PROJECT NAME Lagoon Expansion and New Permit
 CLIENT Town of Hermosa, SD
 CLIENT PM Linda Kramer, President CONSULTANT PM Anthony Theodorou PE
 PHONE NO. (605)255-4291 PHONE NO. (605)569-3646

SCOPE OF SERVICES

This WORK AUTHORIZATION Number 1, with the Agreement dated July 2, 2024, between Town of Hermosa SD, herein called Client and Alfred Benesch & Company herein called Consultant, constitutes the express authority given Consultant by Client to do work as follows (or as shown in Attachment A):

Soils Evaluation, Contractor Selection and Construction Engineering

The following are attached to and hereby made a part of this Work Authorization:

- Attachment A: Scope of Services and Fee Estimate
- Attachment B: Schedule of Unit Rates
- Engineer's Opinion of Probable Project Cost - Lagoon Improvements & WWTP (w/Eng Fees)
- _____

FEE ESTIMATE

CONSULTANT will perform the Scope of Services described above or in Attachment A, and invoice monthly as noted below in accordance with the selected payment method:

- Client will pay a Fee based on a **Time and Materials** not to exceed \$_____ and invoice using Attachment B: Schedule of Unit Billing Rates.
- Client will pay a **Lump Sum** Fee of \$55,685.00 and invoice using a percentage completed basis.
- Client will pay by another method as described: _____

CLIENT

ALFRED BENESCH & COMPANY

BY: _____
AUTHORIZED REPRESENTATIVE

BY: _____
AUTHORIZED REPRESENTATIVE

PRINT NAME: _____

PRINT NAME: Tony Dirks

TITLE: _____

TITLE: Senior Vice President

DATE: _____, 20____

DATE: June 27, 2024

BENESCH OFFICE: Lincoln

ADDRESS: 825 M. Street, Suite 100

Lincoln, NE 68508

PLEASE SIGN AND RETURN ONE COPY TO ALFRED BENESCH & COMPANY (ADDRESS ABOVE).

Town of Hermosa - Lagoon Improvements & WWTP (w/ Eng Fees)



ENGINEER'S OPINION OF PROBABLE PROJECT COST

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNITS	ESTIMATED UNIT PRICE	TOTAL
General					
1	5% Mobilization	1	LS	\$35,000.00	\$ 35,000.00
2	Construction Staking	1	LS	\$30,000.00	\$ 30,000.00
3	Clearing, Grubbing & Fence & Dock removals	10	AC	\$1,500.00	\$ 15,000.00
4	Temporary Traffic Control	0	LS	\$500.00	\$ -
<i>Subtotal</i>					\$ 80,000.00
Embankments					
5	Common Excavation (Rural Large)	36,738	CY	\$6.50	\$ 238,797.00
6	Compaction of Earthwork (Clay/EarthFill)	19,210	CY	\$2.00	\$ 38,420.00
7	Common Excavation (Unstable)(Subgrade Stabilization)	7,500	CY	\$8.00	\$ 60,000.00
8	Compaction of Earthwork (Clay or Bentonite Mix)(Subgrade Stabilization)	5,000	CY	\$2.00	\$ 10,000.00
9	Riprap (KDOT Light 200 lb)(Bank Erosion Protection)	570	CY	\$65.00	\$ 37,050.00
10	Benchmark Monument	2	EA	\$1,600.00	\$ 3,200.00
<i>Subtotal</i>					\$ 387,467.00
Pipework, Valves and Structures					
11	4' Dia Manhole Structure	4	LS	\$5,000.00	\$ 20,000.00
12	6' Dia Wetwell Structure	1	LS	\$12,000.00	\$ 12,000.00
13	Pump Bases, Rails and Controls	1	LS	\$30,000.00	\$ 30,000.00
14	Direct Bury RW Valves	6	EA	\$2,500.00	\$ 15,000.00
15	3" DR11 FORCE MAIN	25	LF	\$120.00	\$ 3,000.00
16	8" SCH-80 PVC	635	LF	\$120.00	\$ 76,200.00
17	12" SCH 80 PVC	285	LF	\$120.00	\$ 34,200.00
18	15" SCH-80 PVC	245	LF	\$120.00	\$ 29,400.00
<i>Subtotal</i>					\$ 219,800.00
Gravel Driveways and Pad for Future Treatment Plant					
19	21AA Subgrade material	1,000	CY	\$30.00	\$ 30,000.00
20	Expanded Perimeter Fence	1,500	LF	\$8.00	\$ 12,000.00
21	Non-Woven Geotextile	1,500	SY	\$3.00	\$ 4,500.00
<i>Subtotal</i>					\$ 46,500.00
Relocation of Treatment Plant (from Apple Springs to Hermosa) - Non-Eligible for SRF? (\$73,125)					
22	Transportation cost for Dropbox and Equipment	250	MI	\$7.50	\$1,875.00
23	Excavate out Dropbox and load for transport	4500	CY	\$6.50	\$29,250.00
24	Foundations for new Treatment Plant Hermosa	1350	SF	\$10.00	\$13,500.00
25	Addition on Building to house UF and Clarifier Tank	600	SF	\$40.00	\$24,000.00
24	Disassemble Drop box Building	750	SF	\$8.00	\$6,000.00
22	Re-assemble Drop Box Building	750	SF	\$16.00	\$12,000.00
<i>Subtotal</i>					\$86,625.00
Erosion Control					
22	Silt Fence	2,300	LF	\$4.40	\$ 10,120.00
23	Inlet Protection	1	EA	\$850.00	\$ 850.00
24	Permanent Seeding	2.0	AC	\$3,000.00	\$ 6,000.00
25	Hydro-Mulch	2.0	AC	\$3,500.00	\$ 7,000.00
<i>Subtotal</i>					\$ 23,970.00
ESTIMATED CONSTRUCTION COST (FY 2024) - BASE BID					\$ 844,362.00
ESTIMATED CONSTRUCTION COST (FY 2025)(5% Yearly Growth Rate)					\$ 886,600.00
Contingencies (10%)					\$ 88,660.00
ESTIMATED CONSTRUCTION COST (FY 2025) - BASE BID					\$ 975,260.00
Design Engineering					\$ 43,055.00
Soils Evaluation					\$ 5,000.00
CLOMR & Environmental Clearance					?
Easement Negotiation & Acquisition					\$ -
Permitting Coordination and Fees					\$ -
Stream Mitigation					\$ -
Contractor Selection & Construction Engineering					\$ 50,685.00
Project Total (FY 2025) Base Bid Budget: \$1,074,000					\$ 1,074,000.00

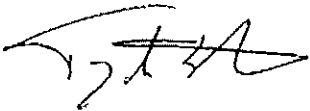
7A

Jill Dybvig

From: Troy Schmidt <tschmidt@custercountysd.com>
Sent: Thursday, June 27, 2024 10:23 AM
To: Jill Dybvig
Subject: RE: Town of Hermosa

Hi Jill,

It looks like any odd # between 37 **49** would work (37,39,41,43,45,47). Any of these would work depending on future development plans and where they place the approach/driveway.



Troy A. Schmidt | GIS Director
Custer County GIS Office
420 Mt. Rushmore Rd | Custer, SD 57730
Office: (605) 673-8141 | Mobile: (605) 760-0960
GISdepartment@custercountysd.com



CUSTER COUNTY

From: Jill Dybvig <jill@hermosasd.com>
Sent: Thursday, June 27, 2024 10:12 AM
To: Troy Schmidt <tschmidt@custercountysd.com>
Subject: Town of Hermosa

Troy,
Good morning! Can you please make a recommendation on what address I should use for parcel 0009339? We will be having a board meeting this Tuesday night. Someone has purchased the property to build a shop. Thank you and have a great day!



Jill Dybvig

Town of Hermosa
605-255-4291



Alternate IDn/a
 Class Commercial
 Acreage 3.435

Owner Address BAKER TRAVIS
 15033 SPRING CREEK CUTOFF
 HERMOSA, SD 57744-5120

-2
 1 SUBD - 1 LOT POLY IN 5F45F4 SEC 30 T2 R8 3.435 AC

*** Parcel 009339**

Proposed address – 749 Tenaya St.

Town of Hermosa

7B

PO Box 298 • 230 Main Street • Hermosa, SD 57744

Phone (605) 255-4291 • Fax (605) 255-4094

Email: town@hermosasd.com

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

*****IF YES - YOU NEED A FLOODPLAIN DEVELOPMENT PERMIT*****

DIGGING/GRADING PERMIT

DATE 6-26-2024

PERMIT # 2024-23

Receipt # 679555 Cash _____ Check # 1006 Amount 950⁰⁰ (\$50.00) up to 100CY *
\$20.00 each additional 100 CY

Name Tavis Baker

Lot Address TBD # 7-2-2024

Mailing Address 15033 Spring Creek Cutoff Email Tjbaker05@hotmail.com

Legal Description SE4SE4SEC.30T2R8

Telephone # _____ Cellphone # 605-381-7884

Contractor MTB Holding LLC Phone# _____
Western Pines Equipment

Contractors must all be registered with the Town of Hermosa

All provisions of the Laws and Ordinances of the Town of Hermosa and the State of South Dakota governing the type of work being done and will be complied with, whether specified herein or not.

The granting of a permit does not presume to give authority to violate, cancel, or set aside any of the provisions of the building code, zoning ordinances, or any other local law or ordinance regulating construction or the performance of construction in the Town of Hermosa.

Sketch and/or describe work: (use separate sheet, or attach grading plan)

Will grading operation be located in the floodplain? _____ Yes No

If yes, have ordinance requirements been met? _____ Yes No

Will drainage patterns be altered? _____ Yes No

Will grading operation take place in a geologically hazardous area? _____ Yes No

If yes, have proper precautions been taken? _____ Yes No

Quantity of Grading or Excavation: ~~1000~~ 1000 * Cubic Yards Area to be disturbed by proposed work: 1 acres

Identify types of erosion control to be applied: silt fence / waddles

Source/Destination of materials: _____

Provide traffic control per Manual on Uniform Traffic Control Devices.

Hard route: _____

Buildings constructed on fill will be required to have foundations designated by a professional engineer, per SDCL 36-18 and the current building codes adopted by the Town of Hermosa.

A stormwater discharge permit from the South Dakota DENR (605-773-3351) may be required if the work under this application or the overall plan of development will result in the disturbance of over 1 acre of land.

Stormwater permit application attached. _____ Yes _____ No _____ N/A

This permit will expire one year from date of issuance.

The Finance Officer will be notified upon start of work and completion of work for inspection purposes (255-4291).

Relationship to Property: _____ Owner _____ Contractor _____ Owners Representative

I certify that I have read and understand and agree to all terms and conditions set forth herein this entire document. I specifically understand that by signing this document I am agreeing to be jointly and severally responsible, personally, and for any and all work done under this permit.

Signature

Date

PLANNING AND ZONING COMMISSION

Approved Denied

NAME: _____
TITLE: _____
SIGNATURE: _____
DATE: _____
APPLICATION FEE: \$50.00 DATE PAID: _____

HERMOSA BOARD OF TRUSTEES

Approved Denied

NAME: _____
TITLE: _____
SIGNATURE: _____
DATE: _____
DATE PERMIT ISSUED: _____

Parcel # 009339 OFFICE USE ONLY

Town of Hermosa

PO Box 298 • 230 Main Street • Hermosa, SD 57744

Phone (605) 255-4291 • Fax (605) 255-4094

Email: town@hermosasd.com

PERMIT TO WORK IN RIGHT OF WAY

DATE 6-26-2024

PERMIT # 2024-23

Receipt # _____ Cash _____ Check # 1004 Amount 25⁰⁰

NAME (STRUCTURE OWNER) Travis Baker PHONE: 605-381-7884
CONTACT ADDRESS: 15033 Spring Creek Cutoff Hermosa SD 57744
ADDRESS OF PROJECT/RELOCATION: _____
LEGAL DESCRIPTION: SE4SE4SEC30T2R8

CONTRACTOR NAME: ~~MTB Holdings LLC~~ MTB Holdings LLC PHONE: 605-381-7884
CONTACT NAME: Travis Baker
ADDRESS: 15033 Spring Creek Cutoff Hermosa SD 57744

TYPE OF CONSTRUCTION: WOOD() BLOCK() METAL() POLE() MOBILE() MODULAR()
OTHER: _____

TYPE OF USE: RESIDENTIAL() ACCESSORY() ADDITION() COMMERCIAL()
OTHER: _____

DESCRIPTION OF PROJECT: Building an approach from Tenaya St into lot Pelly.

CURRENT SITE Sewage disposal system? Yes Private Public No
INFORMATION Water supply system? Yes Private Public No
Utilities disconnected? Yes No

ASBESTOS INFORMATION Asbestos Present Yes No
Asbestos Inspection Yes Date: _____ No
Inspector: _____ Phone: _____ Address: _____
Asbestos Abatement Yes Date: _____ No
Contractor: _____ Phone: _____ Address: _____

MOBILE HOME INFORMATION

IDENTIFYING INFORMATION: NAME ON TITLE: _____ SERIAL #: _____ YEAR: _____ SIZE: _____
X: _____ MANUFACTURER: _____ MODEL: _____
DECAL #: _____
DEMOLITION AND CLEAN UP TO BE COMPLETED ON OR BEFORE: _____

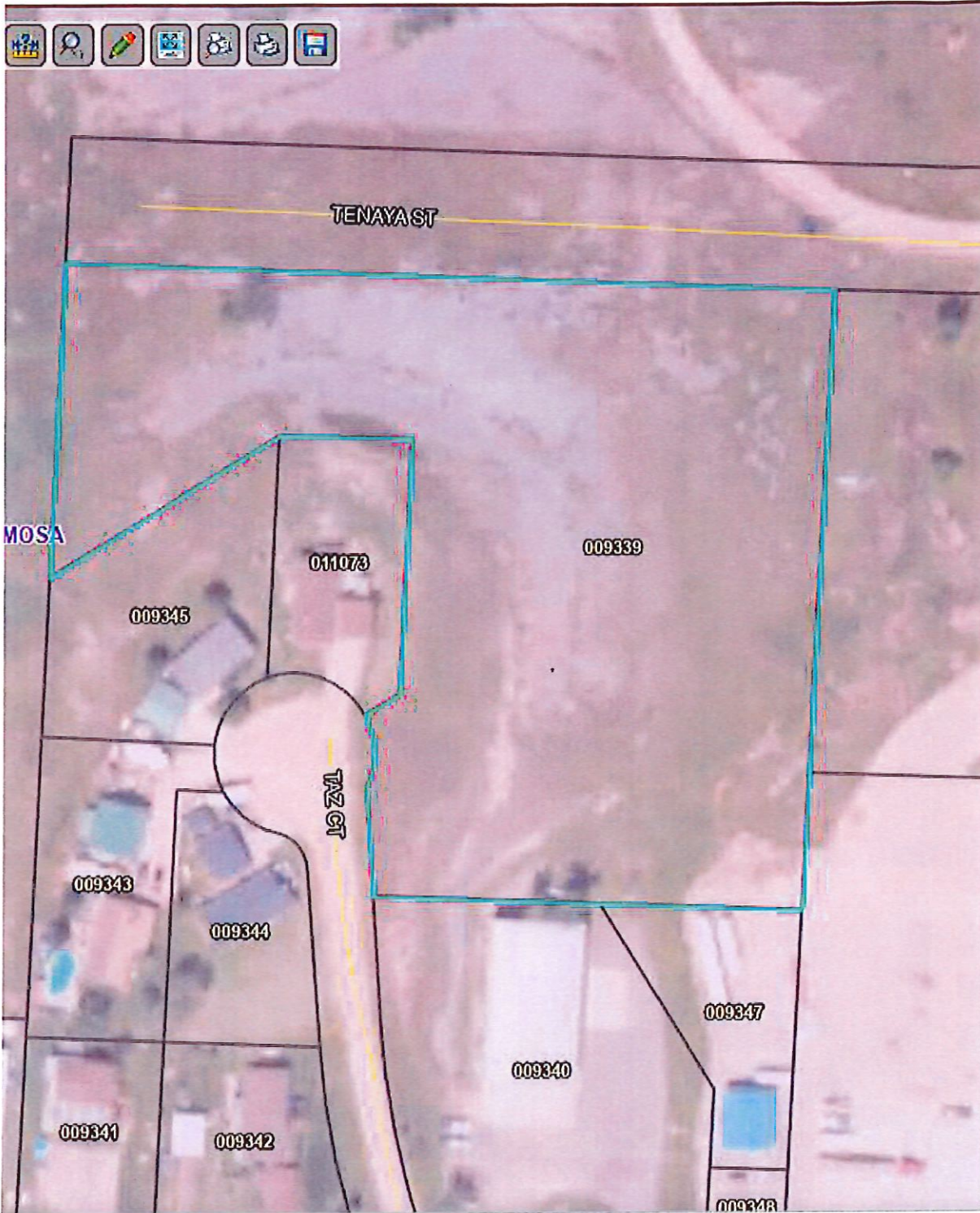
ALL APPLICATIONS MUST BE APPROVED BY THE HERMOSA PLANNING AND ZONING COMMISSION AND THE HERMOSA BOARD OF TRUSTEES PRIOR TO COMMENCEMENT.

[Signature]
Signature of Applicant

4-30-24
Date

Parcel # 009339
OFFICE USE ONLY

PLANNING AND ZONING COMMISSION	HERMOSA BOARD OF TRUSTEES
<input type="checkbox"/> Approved <input type="checkbox"/> Denied	<input type="checkbox"/> Approved <input type="checkbox"/> Denied
NAME: _____	NAME: _____
TITLE: _____	TITLE: _____
SIGNATURE: _____	SIGNATURE: _____
DATE: _____	DATE: _____
APPLICATION FEE: <u>\$25.00</u> DATE PAID: _____	DATE PERMIT ISSUED: _____



Alternate IDn/a
 Class Commercial
 Acreage 3.435

Owner Address BAKER TRAVIS
 15033 SPRING CREEK CUTOFF
 HERMOSA, SD 57744-5120

3-0-0-2
 - HILL SUBD - LOT POLLY IN SE4SE4 SEC 30 T2 R8 3.435 AC
 6100000200

Parcel 009339

Proposed address – 749 Tenaya St.

7C

Town of Hermosa

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

DATE 6.28.2024

PERMIT # 2024-24

Informational Permit No Fee

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

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

Property Owner Name(s): Travis Baker

Mailing Address: 15033 Spring Creek Cutoff
Hermosa SD 57744

Email: tbaker05@hotmail.com

Address of Project: TBD

Legal Description: SE 4SE4SEC30T2R8

Subdivision _____ Block _____ Lot(s) Lot Size _____

Description of Work: Leveling a parking lot out and a pad for a temporary 10x20 office. The temporary office will be on the lot till we can build a shop and office building which we plan to do in 4-8 months

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

Total Cost Estimate of Project _____ Total Square Footage of Project _____

Building Area (Sq. Ft.) _____ Height: _____

Accessory Bldg. Setbacks from Lot Lines: Front: _____ NO ACCESSORY BUILDING SHALL BE LOCATED IN FRONT YARD

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

Side: _____ Ft. (8' Town Minimum)

Licensed Contractor / Person doing work Travis Baker

Address of Contractor / Person 15033 Spring Creek cutoff

Contact Phone Number of Contractor / Person 605-381-7884

PLANNING ADMINISTRATOR Jill Ludwig DATE 6.28.2024

Parcel #
009339
OFFICE USE



Parcel 009339

Temporary Office

FYI

Town of Hermosa

70

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

PERMIT TO WORK IN RIGHT OF WAY

DATE 5-20-24

PERMIT # 2024-19

Receipt # _____	Cash _____	Check # <u>1446</u>	Amount <u>2500</u> (\$25.00)
-----------------	------------	---------------------	------------------------------

NAME (STRUCTURE OWNER) Jerald E Styles PHONE: 605-390-1257
 CONTACT ADDRESS: PO Box 300 Hermosa
 ADDRESS OF PROJECT/RELOCATION: Park Track & 520 Walter St.
 LEGAL DESCRIPTION: NW 1/4 NW 1/4 NE 1/4 SE 1/4 W 1/2 NE 1/4 SE 1/4 S 1/2 N 1/2 NE 1/4 SE 1/4 SEC 30, T2S R5E, B4M
 CONTRACTOR NAME: Self TripleJK Properties LLC PHONE: 605-390-1257
 CONTACT NAME: Jerald E Styles TripleJK Properties, LLC
 ADDRESS: P.O. Box 300 Hermosa

TYPE OF CONSTRUCTION: WOOD() BLOCK() METAL() POLE() MOBILE() MODULAR()
OTHER: _____

TYPE OF USE: RESIDENTIAL() ACCESSORY() ADDITION() COMMERCIAL()
OTHER: _____

DESCRIPTION OF PROJECT: to install culvert to access Park Track & off of Walter St at two locations

CURRENT SITE Sewage disposal system? Yes Private Public No
 INFORMATION Water supply system? Yes Private Public No
 Utilities disconnected? Yes No No

ASBESTOS INFORMATION Asbestos Present Yes No
Asbestos Inspection Yes Date: _____ No
 Inspector: _____ Phone: _____ Address: _____
Asbestos Abatement Yes Date: _____ No
 Contractor: _____ Phone: _____ Address: _____

MOBILE HOME INFORMATION N/A
 IDENTIFYING INFORMATION: NAME ON TITLE: _____ SERIAL #: _____ YEAR: _____ SIZE: _____
 X: _____ MANUFACTURER: _____ MODEL: _____
 DECAL #: _____
 DEMOLITION AND CLEAN UP TO BE COMPLETED ON OR BEFORE: _____

Parcel # TBD OFFICE USE ONLY

Custer County

ALL APPLICATIONS MUST BE APPROVED BY THE HERMOSA BOARD OF TRUSTEES PRIOR TO COMMENCEMENT.

Jerald E Styles
Signature of Applicant

5-20-24
Date

PLANNING COMMISSION

Approved Denied

NAME: Jill Dybvig

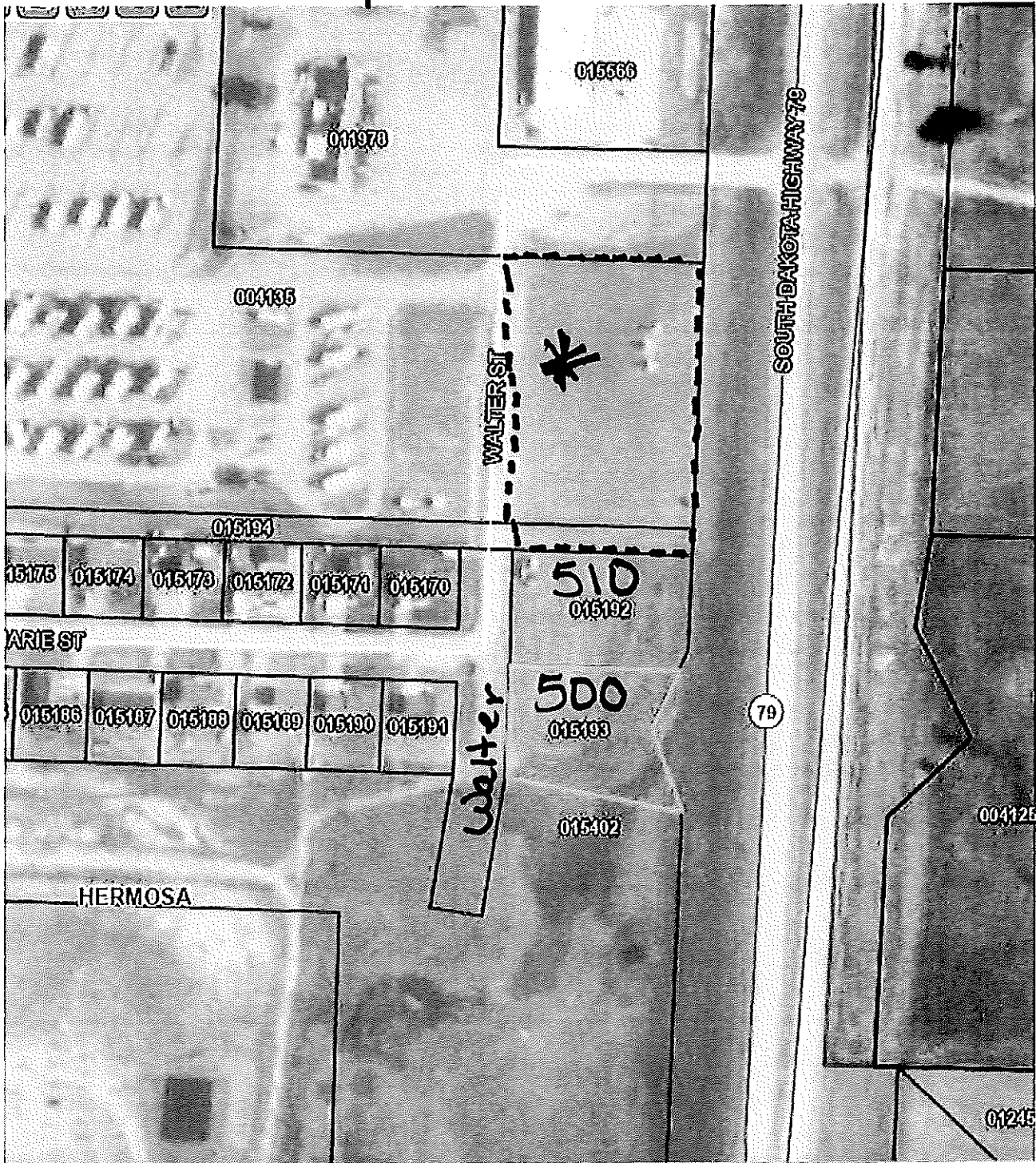
TITLE: _____

SIGNATURE: Jill Dybvig

DATE: 5.20.2024

APPLICATION FEE: \$25.00 DATE PAID: 5.20.2024

Triple J&K Properties - New Plat



Alternate ID's

Owner Address EOC ELECTRIC LLC

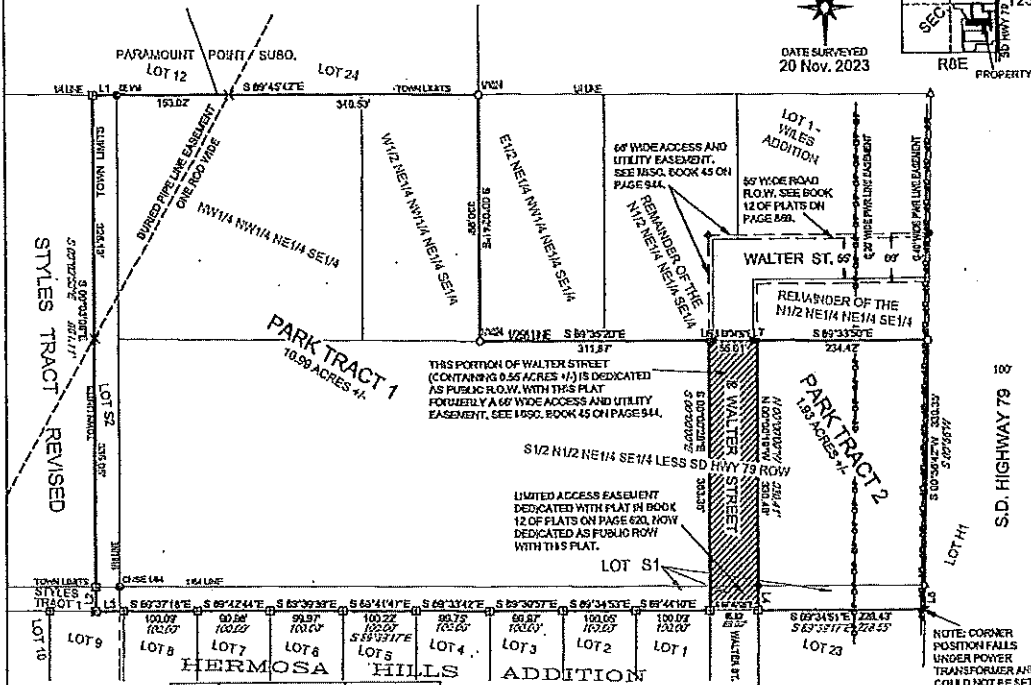
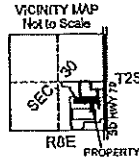
Park Tract 2

Address - 520 Walter

A PLAT OF
PARK TRACT 1 AND PARK TRACT 2, LOCATED IN THE NW1/4 NW1/4 NE1/4 SE1/4, THE W1/2 NE1/4 NW1/4 NE1/4 SE1/4, AND THE S1/2 N1/2 NE1/4 SE1/4 LESS S.D. HIGHWAY 79 R.O.W., ALL IN SECTION 30, T2S, R8E, BHM, TOWN OF HERMOSA, CUSTER COUNTY, SOUTH DAKOTA
 FORMERLY LOT S1, LOT S2, THE NW1/4 NW1/4 NE1/4 SE1/4, THE W1/2 NE1/4 NW1/4 NE1/4 SE1/4, AND THE S1/2 N1/2 NE1/4 SE1/4 (LESS SD HWY 79 ROW)

NOTE: FOR A PLAT OF LOT H1 SEE BOOK 3 OF PLATS ON PAGE 106

DATE SURVEYED
 20 Nov. 2023



Course	Bearing	Distance
L1	S 89°06'11" E	32.96'
L1	S 89°27'03" E	33.07'
L2	S 00°18'45" W	32.04'
L2	S 10°12'53" E	33.09'
L3	S 89°39'57" E	33.08'
L3	S 89°39'17" E	32.18'
L4	N 00°06'35" W	32.94'
L4	N 65°22'02" W	33.07'
L5	N 10°46'28" E	33.09'
L5	N 10°46'53" E	33.07'
L6	S 89°47'37" E	33.02'
L7	N 68°57'42" E	33.52'



BASIS OF BEARING - GPS OBSERVATION taken S 09°14'27" E 1250.57' from the SW corner of Park Tract 1.
 OPUS STATIC SOLUTION NAD83(2011)
 LAT: 43°07'33.0823"
 LONG: -103°12'12.4012"

- LEGEND**
- ▣ Found rebar with AL cap marked "ANDERSEN PLS 2912"
 - Found rebar with plastic cap marked "DRV LS 10954"
 - Found rebar with plastic cap marked "HANSON 8251"
 - Found rebar with plastic cap marked "HILTON 2596"
 - ▣ Found rebar with aluminum cap marked "ANDERSEN ENG PLS 5005"
 - △ Found rebar with plastic cap marked "PROP COR LS2666"
 - ◆ Found rebar with plastic cap marked "ANDERSEN PLS 2342"
 - Stake labeling denotes record calls
 - X Right call not monumental
 - Overhead power line

NOTE: 10 FEET EACH SIDE OF REAR AND SIDE LOT LINES ARE RESERVED FOR UTILITY EASEMENTS, IF THE LINE ADJUT LANDS NOT SUBDIVIDED UNDER THE PROVISIONS OF CUSTER COUNTY SUBDIVISION ORDINANCE #2. THE ENTIRE 27' WIDE EASEMENT WILL BE TAKEN FROM THE LOT.

An area of special flood hazard exists within this subdivision according to Flood Hazard Insurance Rate Map Panel No. 460330200P, effective date: Jan. 6, 2012. The placement of all new construction, substantial improvements, or greater development within the 100-year flood plain as designated by the County's Flood Insurance Rate Maps and Flood Boundary and Floodway Maps, shall be in conformity with Custer County's Flood Ordinance.

WATER PROTECTION STATEMENT
 Pursuant to SDCL 11-3-8.1 and 11-3-8.2, the developer of the property described within this plat shall be responsible for protecting any interest of the state, including groundwater, located adjacent to or within such platted area from pollution from leachate from such subdivision and shall in prosecution of such protection, conform to and follow all regulations of the South Dakota Department of Agriculture and Natural Resources relating to the same.

CERTIFICATE OF SURVEYOR
 I, John D. McBride, Registered Land Surveyor No. 5906 in the State of South Dakota, do hereby certify that I am duly qualified and authorized, I have prepared the within plat of land shown and described hereon from field notes taken during an actual survey made by me or under my direct supervision, and that to the best of my knowledge and belief, the same is a true and correct representation of said survey.
 IN WITNESS WHEREOF, I hereunto set my hand and seal at the City of Pierre, South Dakota, on the _____ day of _____, 2023.

John D. McBride SURVEYOR No. 5906

PRELIMINARY FOR CLIENT REVIEW

Prepared by
ANDERSEN ENGINEERS
Land Surveyors

Drawn by _____ Date _____ P.O. Box 448

→ **HERMOSA TOWN BOARD** ←
TUESDAY, MAY 21, 2024
REGULAR MEETING @ 6:00pm

ROLL CALL: Henrichsen called the meeting to order on Tuesday, May 21, 2024, at 6:00 pm with the following members present: Ferguson, Henrichsen, Kramer and Koontz. Holsworth was absent. Attorney Hagg and interested citizens also present. Pledge of Allegiance led by Henrichsen.


CALL FOR CHANGES: Motion made and seconded to approve agenda as presented; vote: all ayes, motion carried.

SPECIAL ITEMS: meeting protocol presented. Motion made and seconded to remove Item C from agenda; vote: all ayes, motion carried.

CONSENT CALENDAR: Motion made and seconded to approve May 7, 2024 minutes as presented and amend April 16, 2024 minutes with the correction under Planning & Zoning to change number of locates per month allowed in Public Works Director contract from 20 to 10: vote: all ayes, motion carried.

CONFLICT OF INTEREST DECLARATION: All board members are responsible for refraining from discussion and voting on issues where they may have a conflict of interest.

ENGINEER: No items presented.

PLANNING AND ZONING:  Permit 2024-02 – Digging/Grading/Floodplain Development – 520 Walter St. Motion made and seconded to approve Permit 2024-02; vote: all ayes, motion carried. Permit 2024-17 – Hen Permit Application – 115 Folsom Ct. Motion made and seconded to approve Permit 2024-17; vote: all ayes, motion carried. Permit 2024-18 – Informational Permit. Motion made and seconded to approve the installation of a fire pit at Southern Hills RV Park; vote: all aye, motion carried.

CLAIMS: Motion made and seconded to approve Payroll and Claims as presented; vote: all ayes, motion carried. TERRI CORNELISON, Reimbursement for computer monitor, \$132.75; DAKOTA SUPPLY GROUP, Street lights, 950.20; CHUCK FERGUSON, Locates/St light insp/pond doc/sewer samples, \$912.67; GOLDEN WEST TECHNOLOGIES, Monthly service-May 2024, clean up email accounts, \$1,026.00; KLJ, Lagoon expansion, \$39,103.00; Mt Rushmore Telephone, Phone/Internet, \$260.13; PIONEER BANK & TRUST, 2 signature account monthly service charge, \$25.00; RURAL DEVELOPMENT, RD 1 loan-April interest/principal, \$1,278, RD2 loan-April interest /principal, \$417.00, RD3 loan-April interest/principal, \$222.00, Sanders Sanitation, monthly sanitation service/clean up, \$5,386.74; SD Municipal League, FO School and Budget Training registration, \$105.00 **Accounts Payable Total: \$ 49,818.49.** Payroll related: Total Paid On: 5/15/24: General, \$3,666.42, Water, \$405.369, Sewer, \$243.23, Promoting City/ BBB, \$81.08, EFTPS- Electronic Federal Tax, FED/FICA TAX, \$1,254.01, **Total Payroll Related Paid: \$5,650.13. REPORT TOTAL: \$55,468.62.**

LAW ENFORCEMENT/ABATEMENTS/COMPLAINTS: Ferguson gave an update on lack of funds to hire Town Marshal at this time. Abatements – work session scheduled for Wednesday, May 22, 2024 at 6 p.m.

LEGAL: Henrichsen reminded all board members that prior to contacting the town attorney, approval is needed from the board president. This does not apply to the finance officer or town office staff.

PUBLIC WORKS: Ferguson provided updates on streets, water, and sewer departments. Bolted Tank Interior Floor Reseal, seepage seems to have subsided for now. Open Work Orders (Attached), ongoing. PACE Contract- PACE is in the Town of Hermosa working this week.

FINANCE OFFICE: Monthly financials will be presented at the next meeting on June 4, 2024. Annual report for 2023 presented at the meeting and will be submitted to SD Legislative Audits and published. Information was reviewed on pricing for GWorks HR Hub. Cornelison stated she was informed the HR Hub must be purchased with the Finance Hub and pricing would be \$8,400 annually. Motion made and seconded to not approve GWorks upgrade at this time; vote: all aye, motion carried. SDPAA Insurance renewal was presented and will be discussed more at the next meeting on June 4,

FYI

Town of Hermosa

7E

PO Box 298 • 230 Main Street • Hermosa, SD 57744

Phone (605) 255-4291 • Fax (605) 255-4094

Email: town@hermosasd.com

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

*****IF YES - YOU NEED A FLOODPLAIN DEVELOPMENT PERMIT*****

DIGGING/GRADING PERMIT

DATE 20 May 24

PERMIT # 2024-20

Receipt # _____ Cash _____ Check # 1446 Amount 5000 (\$50.00) up to 100CY
\$20.00 each additional 100 CY

Name Jane H E Styles Lot Address ~~850 Maria~~ 850 Maria
Mailing Address PO Box Email KStyle@6907@MSD.com
Legal Description 850 Maria Easement NW4SE4 SEC 3D T2 R8
Telephone # 605 390 1257 Cellphone # 605 390-1257
*Contractor Self Phone# 605 390-1257

***Contractors must all be registered with the Town of Hermosa**

All provisions of the Laws and Ordinances of the Town of Hermosa and the State of South Dakota governing the type of work being done and will be complied with, whether specified herein or not.

The granting of a permit does not presume to give authority to violate, cancel, or set aside any of the provisions of the building code, zoning ordinances, or any other local law or ordinance regulating construction or the performance of construction in the Town of Hermosa.

Sketch and/or describe work: (use separate sheet, or attach grading plan)

Will grading operation be located in the floodplain? _____ Yes No
If yes, have ordinance requirements been met? _____ Yes _____ No
Will drainage patterns be altered? _____ Yes No
Will grading operation take place in a geologically hazardous area? _____ Yes No
If yes, have proper precautions been taken? _____ Yes _____ No

Quantity of Grading or Excavation: 100 Cubic Yards Area to be disturbed by proposed work: 1 acres.

Identify types of erosion control to be applied: _____

Source/Destination of materials: on site new gravel driveway

Provide traffic control per Manual on Uniform Traffic Control Devices.

Hard route: N/A

Buildings constructed on fill will be required to have foundations designated by a professional engineer, per SDCL 36-18 and the current building codes adopted by the Town of Hermosa.

A stormwater discharge permit from the South Dakota DENR (605-773-3351) may be required if the work under this application or the overall plan of development will result in the disturbance of over 1 acre of land.

Stormwater permit application attached. _____ Yes _____ No N/A

The Finance Officer will be notified upon start of work and completion of work for inspection purposes (255-4291).

Relationship to Property: Owner _____ Contractor _____ Owners Representative

I certify that I have read and understand and agree to all terms and conditions set forth herein this entire document. I

specifically understand that by signing this document I agree to be jointly and severally responsible, personally, and for any and all work done under this permit. This permit will expire one year from date of issuance.

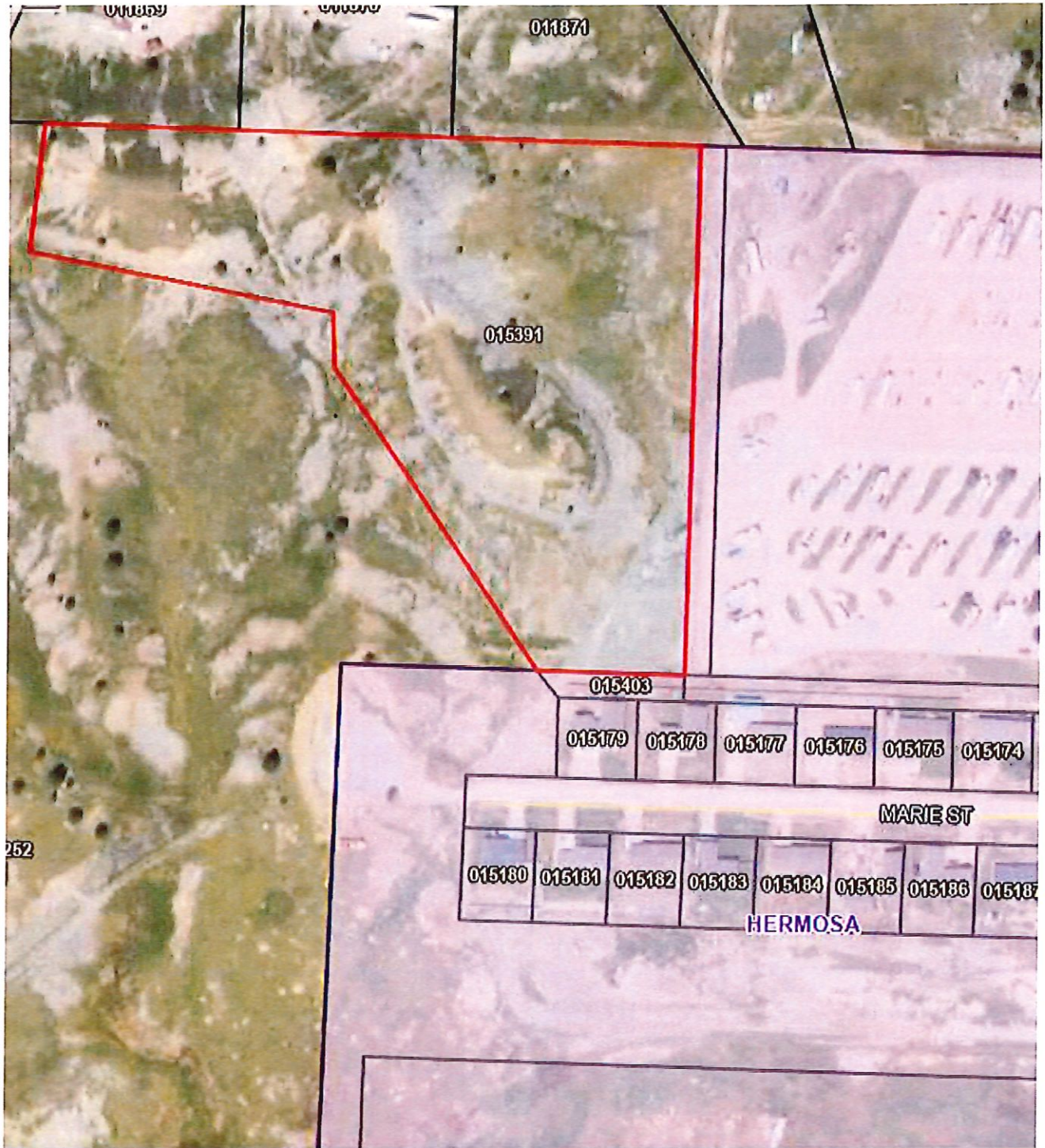
Signature Jane H E Styles

Date 5-20-24

Parcel # 015391 OFFICE USE ONLY

<p>PLANNING COMMISSION</p> <p><input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied</p> <p>NAME: <u>Jill Dybvig</u></p> <p>TITLE: _____</p> <p>SIGNATURE: <u>Jill Dybvig</u></p> <p>DATE: <u>5-20-2024</u></p> <p>APPLICATION FEE: \$50.00 DATE PAID: <u>YES</u></p>	<p>HERMOSA BOARD OF TRUSTEES</p> <p><input type="checkbox"/> Approved <input type="checkbox"/> Denied</p> <p>NAME: _____</p> <p>TITLE: _____</p> <p>SIGNATURE: _____</p> <p>DATE: _____</p> <p>DATE PERMIT ISSUED: _____</p>
--	---

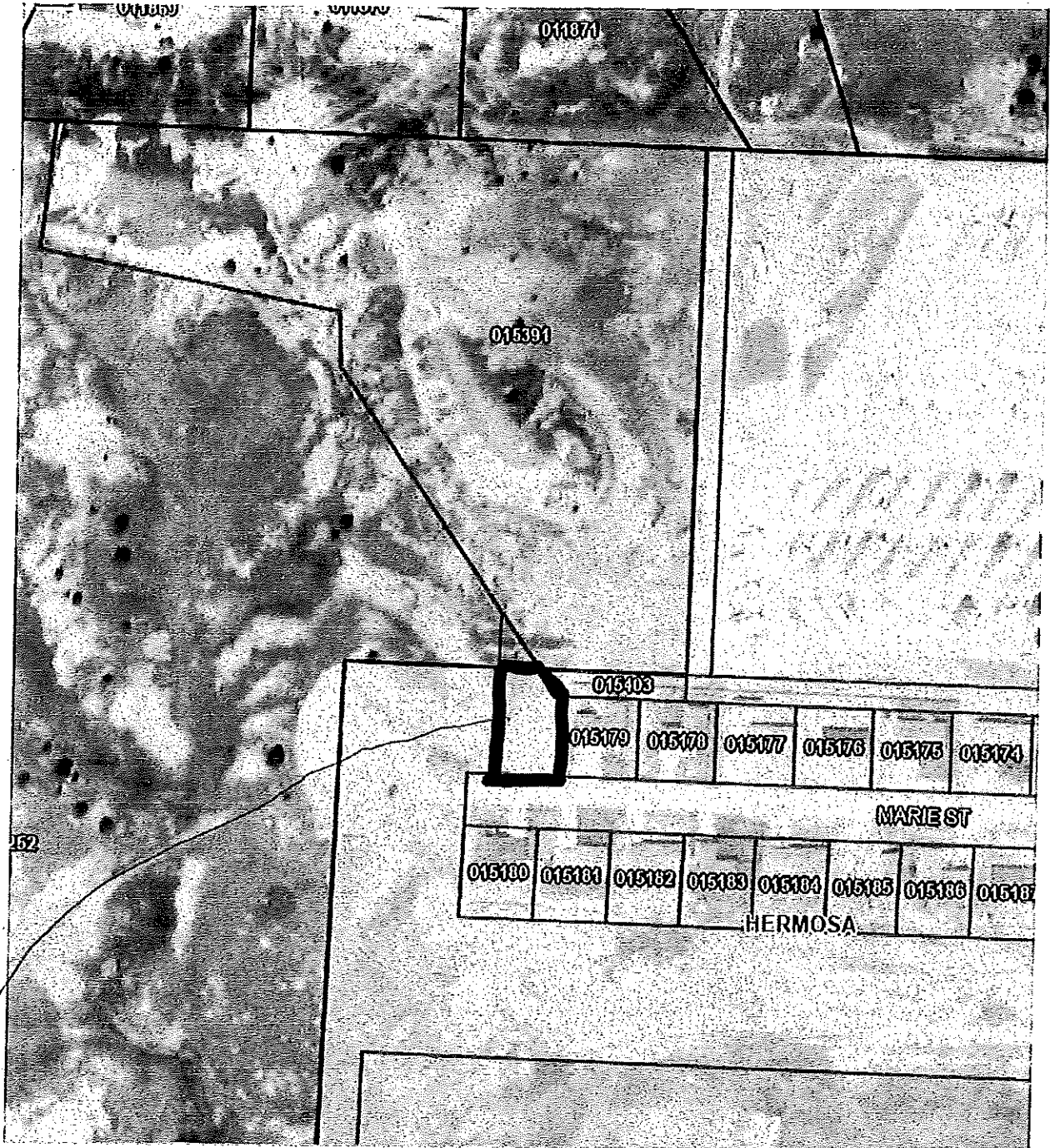
850 Marie St.



Alternate IDn/a
Class Residential
Acreage 7.53

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

850 Marie St.



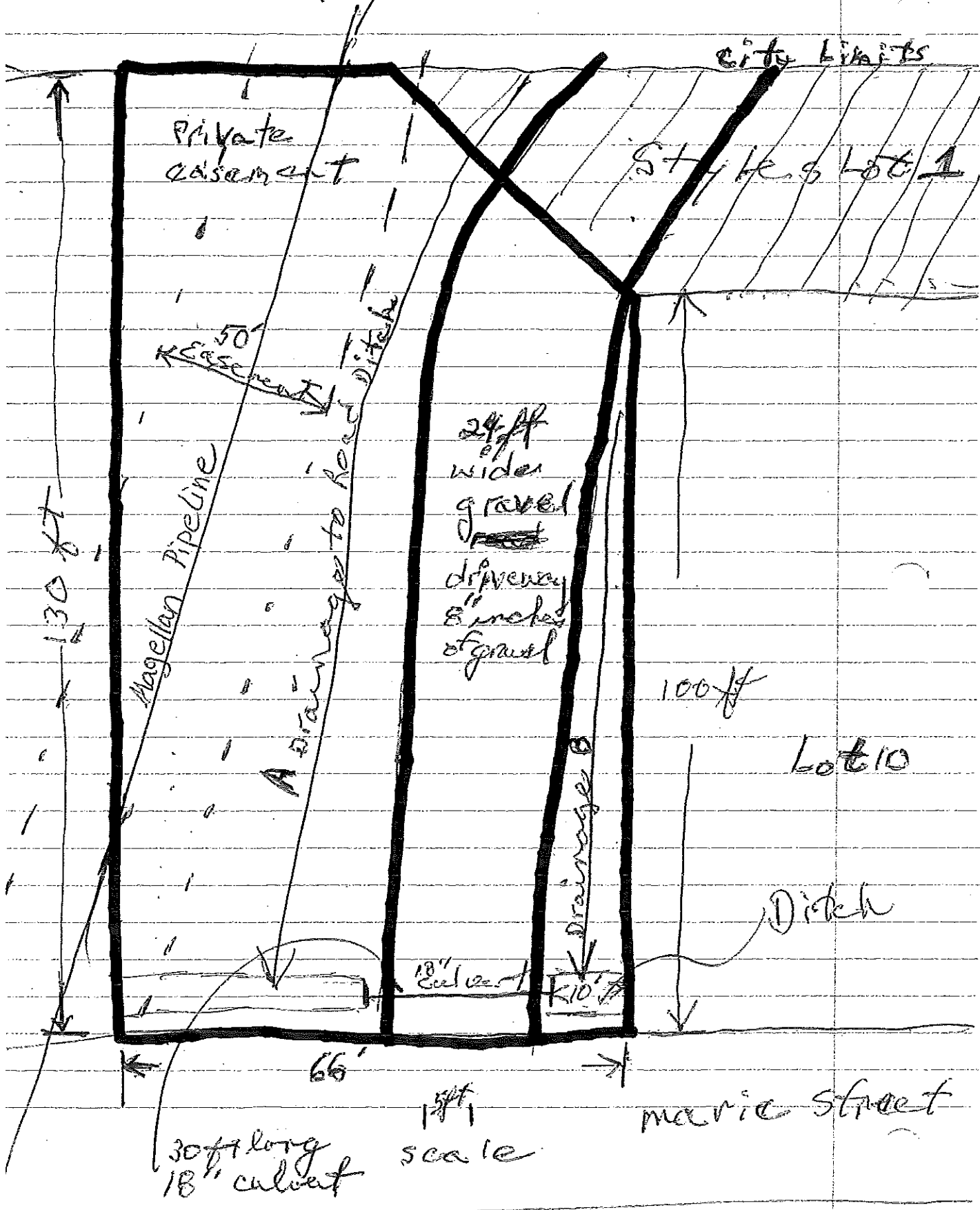
Alternate IDn/a
Class Residential
Acreage 7.53

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



66' wide Private access & utility easement dedicated with Plat in Book 12 on page 761 for the use of styles tract & Styles Track 1. See attached site map.

County of Custer



Private easement

City Limits

St. H. S. Lot 1

50' easement

Magellan Pipeline

A drainage to Road Ditch

24 ft wide gravel driveway
8 inches of gravel

100 ft

Lot 10

Ditch

18" culvert

10' ft

marie street

66'

30 ft long
18" culvert

15 ft
scale

FYI

Town of Hermosa

7F

PO Box 298 • 230 Main Street • Hermosa, SD 57744

Phone (605) 255-4291 • Fax (605) 255-4094

Email: town@hermosasd.com

DATE 6-14-24

PERMIT # 2024-21

Receipt # _____	Cash <input checked="" type="checkbox"/>	Check # <u>679551</u>	Amount <u>\$50⁰⁰</u>	(\$50.00)
-----------------	--	-----------------------	---------------------------------	-----------

**** PLEASE INCLUDE TO-SCALE DRAWINGS ****

APPLICATION CONDITIONAL USE PERMIT

Applicant Marleigh Laulainen

Physical Address 13 West Ct.

Mailing Address PO Box # 102 Hermosa SD 57744

Email Marleigh15@gmail.com

Daytime Phone 763-657-9418 Evening Phone _____

Owner of Property (if different from applicant) _____

Owner Address _____

Permitted conditional use Requested:

Live in destination trailer on lot until our house get put on.

Legal Description _____

Length of Time Permit is requested (6 MONTH MAXIMUM)

APPLICATION MUST BE APPROVED BY THE HERMOSA PLANNING AND ZONING COMMITTEE AND THE BOARD OF TRUSTEES PRIOR TO START OF PROJECT.

By signing below, I acknowledge that I have read and understand all requirements for a Permitted Conditional Use Permit.

[Signature]
Signature of Applicant

Date

PLANNING ADMINISTRATOR

Name: Jill Dybvig

Title: _____

Signature: [Signature]

Date: 6-17-2024

~~BOARD OF TRUSTEES & PLANNING & ZONING~~

Name: _____

Title: _____

Signature: _____

Date: _____

Application Fee: 50⁰⁰ Date Paid: 6-14-2024 Issue Picked Up: _____

"In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, age, disability, religion, sex, and familial status. (Not all prohibited bases apply to all programs.) To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD)."

Parcel # 011123
OFFICE USE ONLY

FYI

Town of Hermosa

76

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

TEMPORARY SIGN PERMIT APPLICATION

Name: Nick Bruege PHONE: 701-690-8063
Contact Address: PO Box 550 Hermosa SD 57744
Email: hermosa.community.center@gmail.com

DATE SIGNS TO BE PLACED: FROM June 27th THROUGH July 5th

*****TEMPORARY SIGNS MAY BE ERECTED OR POSTED FOR A PERIOD NOT TO EXCEED 30 DAYS*****

Type of Sign(s): Banner Paper () Wood () Other ()

LOCATION INFORMATION

Sign #1

Property Owner of Sign Location: ~~corner~~ Southeast corner of Highway 73+40
Address of Sign Location: _____
Type, Material, & Size of Sign: _____
Other Information: _____

Sign #2

Property Owner of Sign Location: allyway next to HCC
Address of Sign Location: 122 Wilas St. unfinished allyway
Type, Material, & Size of Sign: Banner
Other Information: _____

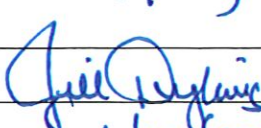
Sign #3

Property Owner of Sign Location: _____
Address of Sign Location: _____
Type, Material, & Size of Sign: _____
Other Information: _____

**ALL SIGNS MUST BE MAINTAINED IN GOOD CONDITION AND
MAY BE PLACED **ONLY ON THE DATES NOTED ABOVE.****

SIGNATURE OF APPLICANT:  DATE: 6-27-2024

Parcel #
FOR OFFICE USE

PLANNING COMMISSION	
<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied	
NAME:	<u>Jill Dybuig</u>
TITLE:	_____
SIGNATURE:	<u></u>
DATE:	<u>6/27/2024</u>

Claims for approval 07-02-2024		
A & B BUSINESS EQUIPMENT INC	MONTHLY PRINTER/FAX FEE	\$ 538.89
AMERICAN LEGAL PUBLISHING	Internet Renewal 7/11/24-7/11/25	\$ 495.00
BENESCH	Professional Services 4/22-6/2/24	\$ 1,008.00
BENESCH	Civil Serv/Process Design, Plan	\$ 16,579.00
BLACK HILLS ELECTRIC COOP.,Inc	Utilities/Electric	\$ 2,795.82
D & R SERVICE	Air Condition maintenance	\$ 345.32
CHUCK FERGUSON	June 2024 Services	\$ 3,120.00
CHUCK FERGUSON	Locates/Forge prop/clean tap site/curbstop	\$ 1,820.00
NORTHWEST PIPE FITTINGS	Saddle/pipe/curb stop/wire	\$ 1,091.98
PIONEER BANK & TRUST	Stop payment charge	\$ 25.00
T & B UNDERGROUND LLC	Waterline boring	\$ 3,000.00
	Accounts Payable Total	\$ 30,819.01
Payroll related		
Total Paid On: 6/28/24	General	\$ 3,696.49
	Water	\$ 419.11
	Sewer	\$ 162.23
	Promoting City/ BBB	\$ 54.03
SD Retirement System	SDRS	\$ 893.92
EFTPS-Electronic Federal Tax	FED/FICA TAX	\$ 1,080.86
Health Pool of SD	Admin & FO single health & life ins 5/24	\$ 1,990.00
	Total Payroll Related Paid	\$ 8,296.64
	REPORT TOTAL	\$ 39,115.65

CLAIMS REPORT

Check Range: 6/20/2024- 7/02/2024

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
A & B BUSINESS EQUIPMENT INC	MONTHLY PRINTER/FAX FEE		538.89	280	6/20/24
AMERICAN LEGAL PUBLISHING Corp	Internet Renewal: 7/24-7/25		495.00	17659	6/27/24
BENESCH	Civil Serv/Process Design,Plan		17,587.00	17660	6/27/24
BLACK HILLS ELECTRIC COOP.,Inc	Utilities - General		2,795.82	281	7/02/24
D&R Service Inc.	Air Conditioner maintenance		345.32	17661	6/27/24
EFTPS-Electronic Federal Tax	FED/FICA TAX		1,080.86	282	6/28/24
CHUCK FERGUSON		3,120.00		17647	6/28/24
CHUCK FERGUSON	Plumbing tap main	1,820.00	4,940.00	17662	6/27/24
HAGG & HAGG LLP	Attorney services 2/29-6/17/24		6,195.00	17646	6/20/24
HEALTH POOL OF SOUTH DAKOTA	LIFE INS	21.00		17658	6/28/24
HEALTH POOL OF SOUTH DAKOTA	Admin Single Health	1,969.00	1,990.00	17663	6/27/24
NORTHWEST PIPE FITTINGS Inc.	Saddle/pipe/curb stop/wire		1,091.98	17664	6/27/24
PIONEER BANK & TRUST	Stop payment fraud withdrawal		25.00	283	6/20/24
SANDERS SANITATION	MONTHLY SANITATION SERV		4,024.80	279	6/20/24
SOUTH DAKOTA RETIREMENT SYSTEM	SDRS		893.92	17657	6/28/24
T AND B UNDERGROUND LLC	1" Waterline bore - 175'		3,000.00	17665	6/27/24
			=====		
Accounts Payable Total			45,003.59		
Utility Refund Checks					

Refund Checks Total					
Payroll Checks					

101	GENERAL		3,696.49		
211	BBB GROSS RECEIPTS TAX		54.03		
602	WATER		419.11		
604	SEWER		162.23		

Total Paid On: 6/28/24			4,331.86		
			=====		
Total Payroll Paid			4,331.86		
			=====		
Report Total			49,335.45		
			=====		

- 6195.00
- 4024.80 } *pd w/claims last mtg*
6-18-24
34,783.79

39,115.65

CLAIMS REPORT
CLAIMS FUND SUMMARY

FUND	NAME	AMOUNT
101	GENERAL	38,309.17
211	BBB GROSS RECEIPTS TAX	69.87
602	WATER	8,589.09
604	SEWER	2,367.32

	TOTAL FUNDS	49,335.45



Pioneer Bank & Trust

Local.

12A

Date 5/31/24 Page 2
Primary Account Ending 6395

BUSINESS PLUS ACCOUNT		Image Statement	35
Account Number	Ending 6572	Statement Dates	5/01/24 thru 5/31/24
Previous Balance	1,020,185.89	Days in the statement period	31
51 Deposits/Credits	155,103.51	Average Ledger Balance	1,036,298
52 Checks/Debits	99,171.35	Ave Collected Balance	1,035,173
Service Charge	.00		
Interest Paid	66.82		
Ending Balance	1,076,184.87	2024 Interest Paid	313.79

DEPOSITS AND OTHER CREDITS

Date	Transaction	
5/01	8662240369 MerchPayout SV9T 1043575881	99.74 ✓
	05/01/24Town of Hermosa TRACE-242071756405943 CCD	
5/02	8662240369 MerchPayout SV9T 1043575881	94.29 ✓
	05/02/24Town of Hermosa TRACE-242071757683946 CCD	
5/06	8662240369 MerchPayout SV9T 1043575881	215.02 ✓
	05/06/24Town of Hermosa TRACE-242071752614995 CCD	
5/06	8662240369 MerchPayout SV9T 1043575881	1,337.34 ✓
	05/06/24Town of Hermosa TRACE-242071757628670 CCD	
5/07	AP ACH STATE OF SOUTH D 6466000364 05/07/24 PPD	4,462.94 ✓
	ID# - 12054624 001701269755	
5/09	8662240369 MerchPayout SV9T 1043575881	99.74 ✓
	05/09/24Town of Hermosa TRACE-242071752683358 CCD	
5/10	8662240369 MerchPayout SV9T 1043575881	119.89 ✓
	05/10/24Town of Hermosa TRACE-242071750890887 CCD	
5/10	REGULAR DEPOSIT	217.25 ✓
5/10	REGULAR DEPOSIT	290.34 ✓
5/10	REGULAR DEPOSIT	399.48 ✓
5/10	REGULAR DEPOSIT	915.09 ✓
5/10	REGULAR DEPOSIT	968.33 ✓
5/10	REGULAR DEPOSIT	1,276.01 ✓
5/10	REGULAR DEPOSIT	1,284.99 ✓
5/13	8662240369 MerchPayout SV9T 1043575881	22.01 ✓
	05/13/24Town of Hermosa TRACE-242071753424410 CCD	
5/13	8662240369 MerchPayout SV9T 1043575881	527.35 ✓
	05/13/24Town of Hermosa TRACE-242071758707943 CCD	
5/13	8662240369 MerchPayout SV9T 1043575881	2,333.58 ✓
	05/13/24Town of Hermosa TRACE-242071753398165 CCD	
5/14	31706572 ck #17541 correction	.10 ✓
5/15	8662240369 MerchPayout SV9T 1043575881	269.74 ✓
	05/15/24Town of Hermosa TRACE-242071753160652 CCD	
5/15	PAYABLES Custer School Di 466001309 HERMOSATOW	455.50 ✓
	05/15/24HERMOSA TOWN TREASURER TRACE-092901680947609 CCD	
5/16	8662240369 MerchPayout SV9T 1043575881	103.38 ✓
	05/16/24Town of Hermosa TRACE-242071752458003 CCD	
5/17	AP ACH STATE OF SOUTH D 6466000364 05/17/24 PPD	789.02 ✓
	ID# - 12054624 001701269755	
5/17	8662240369 MerchPayout SV9T 1043575881	8,035.01 ✓
	05/17/24Town of Hermosa TRACE-242071751270908 CCD	
5/17	REGULAR DEPOSIT	298.90 ✓
5/17	REGULAR DEPOSIT	614.10 ✓
5/17	REGULAR DEPOSIT	1,730.63 ✓
5/17	REGULAR DEPOSIT	2,415.88 ✓



Pioneer Bank & Trust

Local.

Date 5/31/24
Primary Account

Page 3
Ending 6395

BUSINESS PLUS ACCOUNT

Ending 6572 (Continued)

DEPOSITS AND OTHER CREDITS

Date	Transaction	
5/20	8662240369 MerchPayout SV9T 1043575881	446.16 ✓
	05/20/24Town of Hermosa TRACE-242071759789706 CCD	
5/20	8662240369 MerchPayout SV9T 1043575881	929.41 ✓
	05/20/24Town of Hermosa TRACE-242071754877128 CCD	
5/20	A/P EFT Custer County 1466000115 01-0647	93,497.97 ✓
	05/20/24HERMOSA TOWN TRACE-092901681057599 CCD	
5/21	8662240369 MerchPayout SV9T 1043575881	99.74 ✓
	05/21/24Town of Hermosa TRACE-242071755155898 CCD	
5/22	8662240369 MerchPayout SV9T 1043575881	383.25 ✓
	05/22/24Town of Hermosa TRACE-242071753335163 CCD	
5/23	31706572 ACH Dispute	1,000.00 ✓
5/23	8662240369 MerchPayout SV9T 1043575881	246.58 ✓
	05/23/24Town of Hermosa TRACE-242071752452858 CCD	
5/24	8662240369 MerchPayout SV9T 1043575881	99.29 ✓
	05/24/24Town of Hermosa TRACE-242071750307358 CCD	
5/24	REGULAR DEPOSIT	100.00 ✓
5/24	REGULAR DEPOSIT	105.00 ✓
5/24	REGULAR DEPOSIT	130.00 ✓
5/24	REGULAR DEPOSIT	341.65 ✓
5/24	REGULAR DEPOSIT	550.25 ✓
5/24	REGULAR DEPOSIT	768.70 ✓
5/24	REGULAR DEPOSIT	800.00 ✓
5/28	8662240369 MerchPayout SV9T 1043575881	207.79 ✓
	05/28/24Town of Hermosa TRACE-242071758311173 CCD	
5/28	8662240369 MerchPayout SV9T 1043575881	548.57 ✓
	05/28/24Town of Hermosa TRACE-242071753387430 CCD	
5/29	8662240369 MerchPayout SV9T 1043575881	99.74 ✓
	05/29/24Town of Hermosa TRACE-242071756952238 CCD	
5/29	8662240369 MerchPayout SV9T 1043575881	108.19 ✓
	05/29/24Town of Hermosa TRACE-242071756937018 CCD	
5/30	REGULAR DEPOSIT	254.50 ✓
5/30	REGULAR DEPOSIT	619.24 ✓
5/30	REGULAR DEPOSIT	940.18 ✓
5/31	8662240369 MerchPayout SV9T 1043575881	263.55 ✓
	05/31/24Town of Hermosa TRACE-242071755803707 CCD	
5/31	AP ACH STATE OF SOUTH D 6466000364 05/31/24 PPD	23,188.10 ✓
	ID# - 12054624 001701269755	
5/31	INTEREST PAID 31 DAYS	66.82 ✓

WITHDRAWALS AND OTHER DEBITS

Date	Transaction	
5/02	A & B BUSI A & B BUSINESS I 1541507947 ID4TO9RH4J	655.74 ✓
	05/02/24TOWN O HERMOSA TRACE-242071750039206 CCD	
5/03	PAYMENT USDA RD DCFO 1220040804 0000	222.00 ✓
	05/03/24TOWN OF HERMOSA TRACE-041036045331530 CCD	
5/03	PAYMENT USDA RD DCFO 1220040804 0000	417.00 ✓
	05/03/24TOWN OF HERMOSA TRACE-041036045331528 CCD	
5/06	BHEC BILL BLACK HILLS ELEC 460111503 0000401100	2,797.79 ✓
	05/06/24Town of Hermosa TOWN O TRACE-092901680747874 CCD	
5/06	PAYMENT Sander Sanitatio 7323501000 7732350079332	5,386.74 ✓
	05/06/24TOWN OF HERMOSA TRACE-091408597948528 CCD	



Pioneer Bank & Trust

Local.

Date 5/31/24 Page 4
Primary Account Ending 6395

BUSINESS PLUS ACCOUNT Ending 6572 (Continued)

WITHDRAWALS AND OTHER DEBITS

Date	Transaction	Amount
5/15	MONTHLYPMT HANSON COMMUNICA 1411506466 00007655-5 05/15/24Town of Hermosa TRACE-091904851603288 CCD	57.46 ✓
5/15	MONTHLYPMT HANSON COMMUNICA 1411506466 00030190-2 05/15/24Town of Hermosa TRACE-091904851603339 CCD	66.00 ✓
5/15	MONTHLYPMT HANSON COMMUNICA 1411506466 00054247-0 05/15/24Town of Hermosa TRACE-091904851603335 CCD	136.67 ✓
5/15	USATAXPYMT IRS 3387702000 270453642345570 05/15/24TOWN OF HERMOSA TRACE-061036010133119 CCD	1,254.01 ✓
5/15	ACH ITEMS WEALTH MGMT TFM 1410257700 31706572 05/15/24Town of Hermosa TRACE-042000014498753 CCD	1,493.23 ✓
5/15	WEB PYMT CARDMEMBER SERV 5911111111 05/15/24 WEB ID #-*****6934	2,250.43 ✓
5/21	PAYMENT USDA RD DCFO 1220040804 0000 05/21/24TOWN OF HERMOSA TRACE-041036045704069 CCD	1,278.00 ✓
5/28	STAX PYMNT SD DEPT REVENUE 9466000364 10181069 05/28/24TOWN OF HERMOSA TRACE-091408594240461 CCD TXP*10181069 *SD100*2024 05*T*0000056477\	564.77 ✓
5/29	ONLINE PMT CAPITAL ONE 9279744391 05/29/24 WEB ID #-3XKHPH92E6Q390Y	320.00 ✓
5/29	E-PAYMENT DISCOVER 2510020270 05/29/24 WEB ID #-3714 DC PYMNTS DCIINTNET	1,440.00 ✓
5/31	Charge for 2 signature account	25.00 ✓
5/31	USATAXPYMT IRS 3387702000 270455253082631 05/31/24TOWN OF HERMOSA TRACE-061036010049073 CCD	1,012.59 ✓

Checks in Check Number Order

Date	Check No.	Amount	Date	Check No.	Amount	Date	Check No.	Amount
5/17	17558	5.25 ✓	5/17	17584	15.75 ✓	5/14	17598	300.00 ✓
5/08	17573*	129.29 ✓	5/01	17586*	3,120.00 ✓	5/14	17599	144.77 ✓
5/02	17574	1,473.35 ✓	5/17	17587	76.73 ✓	5/14	17600	223.50 ✓
5/02	17575	496.15 ✓	5/28	17589*	33.55 ✓	5/14	17601	24.50 ✓
5/01	17576	1,730.48 ✓	5/17	17590	688.20 ✓	5/16	17602	2,557.63 ✓
5/02	17577	184.70 ✓	5/09	17591	31.82 ✓	5/16	17603	1,838.49 ✓
5/03	17578	115.44 ✓	5/14	17592	1,416.96 ✓	5/23	17604	132.75 ✓
5/10	17579	184.70 ✓	5/09	17593	1,396.00 ✓	5/28	17605	950.20 ✓
5/03	17580	184.70 ✓	5/16	17594	329.00 ✓	5/23	17606	912.67 ✓
5/02	17581	304.40 ✓	5/17	17595	1,969.00 ✓	5/29	17607	1,026.00 ✓
5/01	17582	1,232.23 ✓	5/15	17596	15,930.00 ✓	5/29	17608	39,103.00 ✓
5/07	17583	875.10 ✓	5/15	17597	657.61 ✓			

Daily Balances

Date	Balance	Date	Balance	Date	Balance
5/01	1,014,202.92	5/13	1,013,911.65	5/23	1,091,468.41
5/02	1,011,182.87	5/14	1,011,802.02	5/24	1,094,363.30
5/03	1,010,243.73	5/15	990,681.85	5/28	1,093,571.14
5/06	1,003,611.56	5/16	986,060.11	5/29	1,051,890.07
5/07	1,007,199.40	5/17	997,188.72	5/30	1,053,703.99
5/08	1,007,070.11	5/20	1,092,062.26	5/31	1,076,184.87
5/09	1,005,742.03	5/21	1,090,884.00		
5/10	1,011,028.71	5/22	1,091,267.25		



Pioneer Bank & Trust

Local.

Date 5/31/24 Page 5
Primary Account Ending 6395

BUSINESS PLUS ACCOUNT

Ending 6572 (Continued)

INTEREST RATE INFORMATION

Date Interest Rate
4/30 .08%

CERTIFICATE OF DEPOSIT

Account Number	Current Balance	Interest Rate	Maturity Date	2024 Interest
Ending 3571	508,999.80	2.5000%	6/05/24	2,435.67

2018 Mt Rushmore RD
Rapid City SD 57701
PHONE (605) 399-1510

Date 5/31/24 Page 1
Primary Account Ending 6395

Town Of Hermosa
PO Box 298
Hermosa SD 57744-0298

ACCOUNTS INCLUDED ON THIS STATEMENT

Account Number	Account Type	Current Balance	Enclosures
Ending 6395	Small Business Account	1,500.00	
Ending 6572	BUSINESS PLUS ACCOUNT	1,076,184.87	35

Beginning in 2024, many businesses are required to report information about their Beneficial Owners to FinCEN. Is YOUR business one of them? Visit <https://www.fincen.gov/boi> for details. There are penalties for non-compliance so be sure to review the requirements!

Small Business Account		Image Statement	0
Account Number	Ending 6395	Statement Dates	5/01/24 thru 5/31/24
Previous Balance	1,500.00	Days in the statement period	31
Deposits/Credits	.00	Average Ledger Balance	1,500
Checks/Debits	.00	Ave Collected Balance	1,500
Service Charge	.00		
Interest Paid	.00		
Ending Balance	1,500.00		

Daily Balances
Date Balance
5/01 1,500.00

Beginning in 2024, many businesses are required to report information about their Beneficial Owners to FinCEN. Is YOUR business one of them? Visit <https://www.fincen.gov/boi> for details. There are penalties for non-compliance so be sure to review the requirements!

Transaction No	Date	Mod	Emp1/Vend	Vendor/Employee Name	Other No	Checks	Deposits
1 PIONEER BANK & TRUST CHECKING						Beginning Statement Balance	1,020,185.89
940	4/30/2024	RM					915.09
941	5/01/2024	RM					399.48
942	5/03/2024	RM					290.34
943	5/05/2024	RM					1,276.01
944	5/06/2024	RM					1,284.99
945	5/08/2024	RM					968.33
946	5/10/2024	RM					217.25
951	5/01/2024	BK					99.74
952	5/02/2024	BK					94.29
953	5/05/2024	BK					215.02
954	5/04/2024	BK					1,337.34
955	5/09/2024	BK					99.74
956	5/12/2024	RM					514.36
957	5/12/2024	RM					99.74
959	5/13/2024	RM					1,730.63
960	5/14/2024	RM					298.90
961	5/15/2024	RM					2,871.38
962	5/16/2024	BK					103.38
963	5/15/2024	BK					269.74
964	5/12/2024	BK					2,333.58
965	5/11/2024	BK					527.35
966	5/10/2024	BK					119.89
967	5/16/2024	RM					100.00
968	5/17/2024	RM					105.00
969	5/19/2024	RM					768.70
970	5/20/2024	RM					130.00
971	5/21/2024	RM					550.25
972	5/21/2024	RM					341.65
981	4/29/2024	BK		BANK FRAUD			1,000.00
982	5/07/2024	GL					4,462.94
983	5/20/2024	GL					93,497.97
984	5/23/2024	RM					400.00
985	5/24/2024	RM					400.00
986	5/27/2024	RM					619.24
987	3/29/2024	BK					.10
989	5/28/2024	BK					108.19
990	5/26/2024	BK					548.57
991	5/25/2024	BK					207.79
992	5/24/2024	BK					99.29
993	5/23/2024	BK					246.58
994	5/22/2024	BK					383.25
995	5/21/2024	BK					99.74
996	5/19/2024	BK					929.41
997	5/18/2024	BK					446.16
998	5/17/2024	BK					8,035.01
999	5/28/2024	RM					940.18
1000	5/29/2024	RM					254.50
1001	5/31/2024	GL					23,188.10
1005	5/31/2024	GL					66.82
1017	5/29/2024	BK					99.74
1018	5/31/2024	BK					263.55
1028	5/17/2024	GL					789.02

Transaction No	Date	Mod	Emp1/Vend	Vendor/Employee Name	Other No	Checks	Deposits
1 PIONEER BANK & TRUST CHECKING			- continued -				
1041	5/13/2024	BK					22.01
17558	4/15/2024	AP	26	HEALTH POOL OF SOUTH DAKOTA		5.25	
17573*	4/30/2024	PR	1	VONDA BELT		129.29	
17574	4/30/2024	PR	2	GAIL L BODDICKER		1,473.35	
17575	4/30/2024	PR	2	GAIL L BODDICKER		496.15	
17576	4/30/2024	PR	25	TERESA J CORNELISON		1,730.48	
17577	4/30/2024	PR	20	Donna M Ferguson		184.70	
17578	4/30/2024	PR	9	VICKI L HENRICHSEN		115.44	
17579	4/30/2024	PR	10	DANNY J HOLSWORTH		184.70	
17580	4/30/2024	PR	26	KELBURN S KOONTZ		184.70	
17581	4/30/2024	PR	4	LINDA M KRAMER		304.40	
17582	4/30/2024	PR	6	JILL R SWIER-DYBVIG		1,232.23	
17583	4/30/2024	AP	3	SOUTH DAKOTA RETIREMENT SYSTEM		875.10	
17584	4/30/2024	AP	26	HEALTH POOL OF SOUTH DAKOTA		15.75	
17586*	4/30/2024	AP	23	CHUCK FERGUSON		3,120.00	
17587	5/07/2024	UB	11400001	TATIANNE CLARK		76.73	
17589*	5/07/2024	UB	11040001	BRENT WURDEMAN		33.55	
17590	5/07/2024	AP	133	CITY OF HOT SPRINGS		688.20	
17591	5/07/2024	AP	137	CORNELISON, TERRI		31.82	
17592	5/07/2024	AP	20	DSG-DAKOTA SUPPLY GROUP		1,416.96	
17593	5/07/2024	AP	23	CHUCK FERGUSON		1,396.00	
17594	5/07/2024	AP	34	GWORCS		329.00	
17595	5/07/2024	AP	26	HEALTH POOL OF SOUTH DAKOTA		1,969.00	
17596	5/07/2024	AP	121	HILLS SEPTIC		15,930.00	
17597	5/07/2024	AP	41	JOHNSON LAW OFFICE		657.61	
17598	5/07/2024	AP	15	SD DEPT OF REVENUE		300.00	
17599	5/07/2024	AP	43	Southern Hills Publishing		144.77	
17600	5/07/2024	AP	80	Summit Signs and Supply Inc.		223.50	
17601	5/07/2024	AP	78	Vanway trophy & award		24.50	
17602	5/15/2024	PR	25	TERESA J CORNELISON		2,557.63	
17603	5/15/2024	PR	6	JILL R SWIER-DYBVIG		1,838.49	
17604	5/21/2024	AP	137	CORNELISON, TERRI		132.75	
17605	5/21/2024	AP	20	DSG-DAKOTA SUPPLY GROUP		950.20	
17606	5/21/2024	AP	23	CHUCK FERGUSON		912.67	
17607	5/21/2024	AP	33	GOLDEN WEST TECHNOLOGIES		1,026.00	
17608	5/21/2024	AP	126	KLJ		39,103.00	
11*	5/29/2024	BK		BANK FRAUD		1,440.00	
10	5/29/2024	BK		BANK FRAUD		320.00	
253	5/05/2024	AP	40	BLACK HILLS ELECTRIC COOP., Inc		2,797.79	
254	5/07/2024	AP	6	A & B BUSINESS EQUIPMENT INC		655.74	
256	5/07/2024	AP	11	PIONEER BANK & TRUST		2,250.43	
257	5/15/2024	AP	1	EFTPS-Electronic Federal Tax		1,254.01	
258	5/21/2024	AP	12	RURAL DEVELOPMENT		1,278.00	
259	5/21/2024	AP	12	RURAL DEVELOPMENT		417.00	
260	5/21/2024	AP	12	RURAL DEVELOPMENT		222.00	
261	5/21/2024	AP	13	SANDERS SANITATION		5,386.74	
262	5/21/2024	AP	8	MT RUSHMORE TELEPHONE		260.13	
263	5/21/2024	AP	11	PIONEER BANK & TRUST		25.00	
268	5/31/2024	AP	1	EFTPS-Electronic Federal Tax		1,012.59	
274	5/15/2024	AP	15	SD DEPT OF REVENUE		564.77	
275	5/15/2024	AP	14	US BANK		1,493.23	

Transaction No Date Mod Empl/Vend Vendor/Employee Name Other No Checks Deposits

1 PIONEER BANK & TRUST CHECKING

- continued -

Fund Description

101	GENERAL		67,500.27	59,219.03
211	BBB GROSS RECEIPTS TAX		175.29	1,975.50
301	DEBT SERVICE			66,986.33
602	WATER		8,104.65	16,668.84
604	SEWER		21,631.14	8,847.41
	Fund Grand Total		97,411.35	153,697.11

Ending Statement Balance 1,076,184.87

BALANCE SHEET
CALENDAR 5/2024, FISCAL 5/2024

ACCOUNT NUMBER	ACCOUNT TITLE	PTD BALANCE	YTD BALANCE
101-00000-10100	CASH	6,166.73-	364,080.28
101-00000-10700	CASH - RESERVE	.00	.00
211-00000-10100	CASH	1,777.69	82,286.53
272-00000-10100	CASH	.00	.00
301-00000-10100	CASH	66,986.33	208,646.16
602-00000-10100	CASH	8,046.67	266,155.43
602-00000-10700	CASH - RESERVE	.00	11,218.84
602-00000-10800	CASH - CUSTOMER DEP RSRV	660.64	13,791.07
602-00000-11500	UNDIST RCPTS UTILITY AR	.00	5,407.42-
604-00000-10100	CASH	12,127.91-	128,128.29
604-00000-10700	CASH - RESERVE	.00	313.83
	CASH TOTAL	----- 59,176.69	----- 1,069,213.01
602-00000-10101	CASH- CD 83173571	.00	501,789.26
	CASH- CD 83173571 TOTAL	----- .00	----- 501,789.26
272-00000-10150	CASH - CONSTRUCTION	.00	1,500.00
602-00000-10150	CASH - CONSTRUCTION	.00	.00
604-00000-10150	CASH - CONSTRUCTION	.00	.00
	CASH - CONSTRUCTION TOTAL	----- .00	----- 1,500.00
101-00000-10300	PETTY CASH	.00	232.98
	PETTY CASH TOTAL	----- .00	----- 232.98
101-00000-10400	CASH INVESTED - SDFIT	.00	49,823.47
602-00000-10400	CASH INVESTED - SDFIT	.00	30,876.67
604-00000-10400	CASH INVESTED - SDFIT	.00	67,119.04
	CASH INVESTED - SDFIT TOTAL	----- .00	----- 147,819.18
101-00000-10500	CASH INVESTED-EDWARD JONE	.00	.00
602-00000-10500	CASH INVESTED-EDWARD JONE	.00	.00
604-00000-10500	CASH INVESTED-EDWARD JONE	.00	.00
	CASH INVESTED-EDWARD JONE TOTA	----- .00	----- .00
	TOTAL CASH	=====	=====
		59,176.69	1,720,554.43
		=====	=====

TREASURER'S REPORT
CALENDAR 5/2024, FISCAL 5/2024

FUND#	TITLE	LAST MONTH CASH BALANCE	REVENUES	EXPENSES	LIABILITY BALANCE	THIS MONTH CASH BALANCE
101	GENERAL	420,303.46	59,145.20	65,144.16	453,796.21	414,136.73
211	BBB GROSS RECEIPTS TAX	80,508.84	1,975.50	197.81	76,775.62	82,286.53
272	FEMA/CONSTRUCTION	1,500.00	.00	.00	1,500.00	1,500.00
301	DEBT SERVICE	141,659.83	66,986.33	.00	124,793.56	208,646.16
602	WATER	809,716.54	16,183.90	8,135.92	771,265.25	818,423.85
604	SEWER	207,689.07	9,570.17	21,697.29	211,678.40	195,561.16
Report Total		1,661,377.74	153,861.10	95,175.18	1,639,809.04	1,720,554.43

REVENUE REPORT
CALENDAR 5/2024, FISCAL 5/2024

PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	FISCAL ESTIMATE	PTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	GENERAL TOTAL	481,865.00	59,145.20	202,874.83	42.10	278,990.17
	BBB GROSS RECEIPTS TAX TOTAL	15,000.00	1,975.50	7,476.96	49.85	7,523.04
	FEMA/CONSTRUCTION TOTAL	.00	.00	.00	.00	.00
	DEBT SERVICE TOTAL	84,903.00	66,986.33	83,852.60	98.76	1,050.40
	WATER TOTAL	213,859.00	16,183.90	83,344.90	38.97	130,514.10
	SEWER TOTAL	116,887.00	9,570.17	49,605.19	42.44	67,281.81
	TOTAL REVENUE BY FUND	=====	=====	=====	=====	=====
		912,514.00	153,861.10	427,154.48	46.81	485,359.52
		=====	=====	=====	=====	=====

TOWN OF HERMOSA
 BUDGET REPORT
 CALENDAR 5/2024, FISCAL 5/2024

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	GENERAL TOTAL	482,365.00	65,144.16	242,566.95	50.29	239,798.05
	BBB GROSS RECEIPTS TAX TOTAL	15,000.00	197.81	1,966.05	13.11	13,033.95
	FEMA/CONSTRUCTION TOTAL	.00	.00	.00	.00	.00
	DEBT SERVICE TOTAL	84,903.00	.00	.00	.00	84,903.00
	WATER TOTAL	213,859.00	8,135.92	36,165.90	16.91	177,693.10
	SEWER TOTAL	116,887.00	21,697.29	65,710.19	56.22	51,176.81
	TOTAL EXPENSES BY FUND	913,014.00	95,175.18	346,409.09	37.94	566,604.91



AUTHORIZED PERSONNEL INFORMATION

Participant/Entity Name: Town of Hermosa

Select one of the following:

- Activate New Authorized Individual for **Full** Rights (Complete Sections A, B, C and E)
- Activate New Authorized Individual for **Limited** Rights (Complete Sections A, B, D and E)
- De-Activate Existing Authorized Individual Robert King (Insert Name and Complete Section E below.)

SECTION A: SD FIT PARTICIPANT INFORMATION

1. Select one of the following:
 - I am an existing SD FIT Participant. My account number is: 21075
 - This is a new SD FIT relationship. I am establishing authorized personnel for the first time.

SECTION B: AUTHORIZED PERSONNEL INFORMATION

2. Please designate the SD FIT Authorized Individual for your Entity:

Name: _____	Phone: _____
Fax: _____	Email: _____
Title: _____	Address: <u>P.O. Box 298, Hermosa, SD 57744</u>

SECTION C: ACCOUNT SECURITY / AUTHORITY - FULL RIGHTS

Please complete Section C for Full Rights OR Section D for Limited Rights

3. The above-named authorized person will have the authority to:
 - Certify the Authorized Personnel at the Entity, and Specify the PMA GPS® Access Capabilities;
 - Add, Change, Delete the Bank Information (ACH/Wire) SD Fit has on File for the Entity;
 - Sign up for State Aid Deposits;
 - Open, Close, Change and Reactivate SD FIT Account Information; and
 - Move money (make purchases, redemptions, transfers and fixed rate investments.)
4. Account Authority:
 - This authorization applies to all SD FIT sub-accounts for my entity.
 - This authorization only applies to the following accounts:

5. System Access:
- Yes, access to PMA GPS[®] 1 is necessary; a username and password will be sent via email.
 - No, access to PMA GPS[®] is not necessary at this time.
- 1The PMA Governmental Portfolio System ("PMA GPS[®]") is an online system that provides 24 hour access to your SD FIT account(s).*
6. Email Notification:
- Yes, send an email when online statements and confirmations are available. To receive these emails, access to PMA GPS[®] must have been selected in the section above.
 - No, do not send an email when online statements and confirmations are available.

SECTION D: ACCOUNT SECURITY / AUTHORITY - LIMITED RIGHTS (TRANSACTION OR VIEW ONLY)

7. Security:
- Yes, the authorized person is authorized to move money (make purchases, redemptions and transfers.)
 - No, the authorized person is not authorized to move money; VIEW ONLY access is requested.
8. Account Authority:
- This authorization applies to all SD FIT sub-accounts for my entity.
 - This authorization only applies to the following accounts:
-
9. System Access:
- Yes, access to PMA GPS[®] is necessary; a username and password will be sent via email.
 - No, access to PMA GPS[®] is not necessary at this time.
10. Email Notification:
- Yes, send an email when online statements and confirmations are available. To receive these emails, access to PMA GPS[®] must have been selected in the section above.
 - No, do not send an email when online statements and confirmations are available.

SECTION E: AUTHORIZATION

This section must be signed by either an authorized person as designated in the New Account Application, or a Primary Contact or Authorized Personnel Information form, OR the new incumbent in an authorized position, accompanied by a copy of the board minutes covering the appointment/election of a new incumbent. (Please mark the appropriate section and black out salary and other confidential information.) The authorizations set forth on this form shall remain in full force and effect until the Fund receives written notification of a change.

Signature: _____	Date: _____
Printed Name: <u>Terri Cornelison</u>	Phone: <u>605-255-4291</u>
Title: <u>Finance Officer</u>	Email: <u>terri@hermosasd.com</u>

Send completed forms to your PMA representative or to gps@pmanetwork.com



CHANGE IN PRIMARY CONTACT INFORMATION

Participant Name: Town of Hermosa

SECTION A: EXISTING SD FIT PARTICIPANT

- I am an existing SD FIT Participant. Please De-Activate Monika Serviss (name of person):
 As Primary Contact
or
 From account entirely
- To verify account ownership, one of my existing SD FIT account numbers is: 21075-101
(I have attached SUPPORTING DOCUMENTATION, such as Board Resolution Appointing New Contact)

SECTION B: NEW PRIMARY CONTACT INFORMATION

- Please designate the SD FIT Primary Contact person for your Entity:
Name: Terri Cornelison Phone: 605-255-4291
Fax: _____ Email: terri@hermosasd.com
Title: Finance Officer Address: P.O. Box 298, Hermosa, SD 57744

SECTION C: ACCOUNT SECURITY / AUTHORITY

- The above-named primary contact will have the authority to:
 - Certify the Authorized Personnel at the Entity, and specify the PMA GPS® access capabilities;
 - Add, change, delete the bank information (ACH/Wire) SD FIT has on file for the Entity;
 - Sign up for State Aid Deposits, and other programs of the SD FIT Fund; and
 - Open, close, change and reactivate SD FIT account information.
- Security:
 - Yes, the primary contact is authorized to move money (make purchases, redemptions, transfers and fixed rate investments).
- Account Authority:
 - Yes, the primary contact is authorized to ALL SD FIT sub-accounts for my entity.

7. SD FIT Statements and Confirmations:

- The primary contact elects to retrieve electronic statements, confirmations and other communications via PMA GPS®, or
- SD FIT will mail monthly statements and confirmations to the primary contact at the above address.

8. System Access: Access to PMA GPS® will automatically be granted if the primary contact elects to receive electronic statements; a username and password will be sent via email.

- Request access to PMA GPS® if electronic statements are not elected.

9. Email notification:

- Yes, send an email when online statements and confirmations are available.
- No, do not send an email when online statements and confirmations are available.

10. Daily Activity:

- Yes, the above-named person will be the primary contact person for all SD FIT daily activity.

11. Proxy Activity:

- Yes, the primary contact will be the recipient of proxy related materials from SD FIT.
- No, the primary contact will NOT be the recipient of proxy related materials. Proxy materials should be mailed to _____ (insert name), and I have completed the form titled *Authorized Personnel Information* form.

NOTE: To designate additional authorized personnel, please complete the *Authorized Personnel Information* form for each such authorized person.

SECTION D: AUTHORIZATION

This section must be signed by either an authorized person as designated in the New Account Application, a Primary Contact or Authorized Personnel Information form, OR the new incumbent in an authorized position, accompanied by a copy of the board minutes covering the appointment/election of a new incumbent. (Please mark the appropriate section and black out salary and other confidential information). The authorizations set forth on this form shall remain in full force and effect until the Fund receives written notification of a change.

Signature: _____

Date: _____

Printed Name: Terri Cornelison

Phone: 605-255-4291

Title: Finance Officer

Email: terri@hermosasd.com

Send completed forms to your PMA representative or to gps@pmanetwork.com

14A



CUSTER COUNTY TREASURER

PROPERTY TAX REPORT

0015349 8/02/2021 1:35 PM
PER: 12 SER: 002
OFF: 00 AL CH
PAID BY: 9941.95 BY: JASON KELLEY

AMT: 198.0000 PROPERTY TAX
198.0000 WALNUT GROVE MOBILE HOME PARK
926.59 P.C. 1003
15.44 09505 RE
PARCEL 014728 206
PAID BY 9941.95 BY JASON KELLEY

TENDERED: 1201.95 CREDIT CARD
APPLIED: 941.93

~~PAID~~
April 30, 2021
\$463.27



RK,

Include this STUB with October 2021 payment.
Delinquent after Oct. 31st
Custer County Treasurer Office
420 Mt. Rushmore Road
Custer, SD 57730

Tax Due: October 31st, 2021
\$463.27

~~PAID~~



WALNUT GROVE MOBILE HOME PARK,
PO BOX 1138
RAPID CITY, SD 57709-1138

cut along dotted line

Receipt: 198.0 Dist: 137000 Parcel: 014728
Year: 2020.MR

OCTOBER, 2021. Keep in a safe place. Send the correct stubs along

Jason Kelley

IN TOWN RESIDENTS ONLY!!
YARD WASTE ONLY!

NO

- ✓ PLASTIC OR PAPER BAGS
- ✓ APPLIANCES
- ✓ LIQUIDS OR CHEMICALS
- ✓ TIRES OR BATTERIES
- ✓ DRUMS OR CONTAINERS

PLACING UNAUTHORIZED MATERIALS IN THIS CONTAINER COULD RESULT IN A FINE UP TO **\$500.00**
(\$10.99 GENERAL PENALTY) PLUS ADMINISTRATIVE FEE OF **\$50.00**. IF CONTAMINATED YOU WILL
ALSO BE RESPONSIBLE FOR THE COST TO EMPTY THE DUMPSTER.

NO COMMERCIAL CONTRACTORS

IF DEBRIS FALLS ON THE GROUND - PLEASE CLEAN IT UP !

TAKE PRIDE IN YOUR HOMETOWN

SMILE FOR THE CAMERA

CHAPTER 52: GARBAGE AND REFUSE

Section

- 52.01 Definitions
- 52.02 Family domestic units collection and containers
- 52.03 Yard waste collection
- 52.04 Collection charges
- 52.05 Unlawful deposits
- 52.06 Scavenging
- 52.07 Burning

- 52.99 Penalty

§ 52.01 DEFINITIONS.

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

FAMILY DOMESTIC UNIT. Any single independent family unit, irrespective of the number of persons constituting the family, but shall not include a situation where more than one family lives together in any single residence or abode, but in such situation, each of the independent families shall be deemed and regarded as a separate and distinct family domestic unit. Each independent family unit living in a multiple dwelling residence, apartment house, or any type of residence (including mobile homes other than mobile homes in a licensed mobile home court) shall each be deemed a **FAMILY DOMESTIC UNIT** for the purposes of this chapter. A rooming house that supplies lodging only for hire and which does not serve meals to any lodgers and does not permit cooking and eating on the premises shall be deemed a **FAMILY DOMESTIC UNIT** for the purposes of this chapter.

GARBAGE. Solid and semisolid putrescible animal and vegetable wastes resulting from the handling, preparing, cooking, storing, serving or consuming of food, or of material intended for use as food, and all offal, excluding useful industrial byproducts, from all public and private establishments and from all residences.

MULTI-FAMILY UNIT. A residential duplex to four-plex unit for the purpose of town garbage collection.

REFUSE. Putrescible and non-putrescible wastes, including, but not limited to, garbage, rubbish, ashes, incinerator ash, incinerator residues, street cleanings, market and industrial solid wastes, and sewage treatment wastes in dry or semisolid form.

RUBBISH. Non-putrescible solid waste consisting of combustible and noncombustible wastes, such as ashes, paper, cardboard, tin cans, yard clippings, wood, glass, bedding, crockery, trees or portions of trees, or other litter with similar properties.

SCAVENGING. The unauthorized removal of an item(s) from a town-owned garbage can, recycling can, roll-off container, or solid waste property, including the landfill and material recovery facility.

YARD WASTE. Natural, non-putrescible solid vegetation waste produced by commercial or private residential landscaping activities. The waste shall include lawn cuttings, lawn rakings, branches, trees, garden waste, and other similar waste vegetative material, all free of other debris or rubbish.

(Ord. passed 6-19-2018)

§ 52.02 FAMILY DOMESTIC UNITS COLLECTION AND CONTAINERS.

The town shall contract for all residential garbage and trash collection within the town including single-family or multi-family, up to and including 4-plex units; residents receiving garbage service are required to utilize the contracted service provider through the municipality. All residents of single family residences and multi-family units within the town receiving town garbage service shall pay the charges and fees specified in resolution and shall comply with the following rules and regulations pertaining to the collection of trash and garbage.

(A) Residents of the town, subject to this chapter, shall comply with collection approved by the town in the manner which follows:

(1) All residents of the town and each family unit (single through 4-plex) who are subject to this chapter shall be issued one collection container by the contracted service provider.

(2) Each family unit (single through 4-plex) shall have one collection container for garbage unless a request is submitted at town hall.

(3) Only garbage service provided collection containers shall be allowed for use.

(4) All requirements of the garbage service provider shall be followed.

(5) If the container is stored outside, it shall be kept so as to protect the container and its content from animals. Garbage placed in the containers shall be bagged and tied to prevent blowing during collection. Loose garbage placed in the container is prohibited.

(6) Residents should place the collection containers in a location suitable and readily accessible for collection by the collection truck no later than 6:00 a.m. on the scheduled collection day. Containers shall be removed from the curb within 24 hours of being emptied.

(B) Residents of the town are responsible for picking up trash and garbage from tipped containers.

(C) If a collection container becomes unusable due to damages resulting from causes other than the collection truck, the resident shall be responsible for purchasing a new container from the service provider.

(Ord. passed 6-19-2018)

§ 52.03 YARD WASTE COLLECTION.

Yard waste collection is limited to residents who live within municipal town limits. 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; Ord. passed 12-20-2022)

§ 52.04 COLLECTION CHARGES.

(A) The town shall make a charge for each month for the collection of refuse from each family domestic unit. The charge shall be billed on the monthly water bill to each family domestic unit and shall be immediately due and payable upon the billing date. It shall be payable with, and in addition to, the water bill.

(B) In the event refuse collection is provided by the town under the provisions of this chapter to a family domestic unit within the garbage service district not independently served by the town water service and billed therefor, the owner and occupant of the dwelling unit occupied by the family domestic unit shall be billed for each month at the same rate that the water users are billed. The refuse collection charge shall be forthwith payable to the town by either the owner or occupant of the dwelling unit.

(C) Bills shall be payable at the Town Finance Office or at the authorized bank depository by automatic withdrawal upon enrollment.

(D) The rates for any and all charges the town shall make under this provision shall be prescribed by resolution of the Common Council.

(E) In addition to the foregoing methods of billing and collecting the charges for refuse collection, the Finance Officer, with the approval of the Board of Trustees, may from time to time adopt, use, and enforce such other methods of billing and collection of the charges as may be reasonably efficient, feasible, and appropriate, to the end that in every case all collection charges provided by this section shall be paid.

(Ord. passed 6-19-2018)

§ 52.05 UNLAWFUL DEPOSITS.

No person shall deposit, place, or throw any refuse in or upon any street, alley, or other public place. No person shall place any refuse upon any private property, whether owned by the person or not, unless the garbage shall be enclosed in a collection container meeting the requirements of this chapter.

(Ord. passed 6-19-2018)

§ 52.06 SCAVENGING.

It is unlawful for any person to scavenge or salvage any trash or recyclables at the curb, alley, or right-of-way from containers. Materials so placed shall be removed only by the service provider.

(Ord. passed 6-19-2018)

§ 52.07 BURNING.

No garbage, tires, creosote, or other matter from which dense smoke or offensive odors emanate during combustion shall be burned outside of any building, or inside any building in a fireplace, wood stove, or other wood-fired appliance.

(Ord. passed 6-19-2018)

§ 52.99 PENALTY.

(A) Any person violating this chapter shall be subject to the general penalty provision of § 10.99.

(B) Further, any person violating this chapter shall be subject to a civil action for the recovery of any damages occurring as a result of the violation(s).

(Ord. passed 6-19-2018)

(A) This code, from and after its effective date, shall contain all of the provisions of a general nature pertaining to the subjects herein enumerated and embraced.

(B) All prior ordinances pertaining to the subjects treated by this code shall be deemed repealed from and after the effective date of this code.

§ 10.11 ORDINANCES UNAFFECTED.

All ordinances of a temporary or special nature and all other ordinances pertaining to subjects not embraced in this code shall remain in full force and effect unless herein repealed expressly or by necessary implication.

§ 10.12 REPEAL OR MODIFICATION OF AN ORDINANCE.

(A) No suit, proceedings, right, fine, forfeiture or penalty instituted, created, given, secured or accrued under any ordinance previous to its repeal shall in any way be affected, released or discharged, but may be prosecuted, enjoyed and recovered as fully as if the ordinance had continued in force unless it is otherwise expressly provided.

(B) When any ordinance repealing a former ordinance, clause or provision shall be itself repealed, the repeal shall not be construed to revive the former ordinance, clause or provision, unless it is expressly provided.

§ 10.13 ORDINANCES WHICH AMEND OR SUPPLEMENT CODE.

(A) If the legislative body shall desire to amend any existing chapter or section of this code, the chapter or section shall be specifically repealed and a new chapter or section, containing the desired amendment, substituted in its place.

(B) Any ordinance which is proposed to add to the existing code a new chapter or section shall indicate, with reference to the arrangement of this code, the proper number of the chapter or section. In addition to this indication as may appear in the text of the proposed ordinance, a caption or title shall be shown in concise form above the ordinance.

§ 10.14 PRESERVATION OF PENALTIES, OFFENSES, RIGHTS AND LIABILITIES.

(A) All offenses committed under laws in force prior to the effective date of this code shall be prosecuted and remain punishable as provided by those laws.

(B) This code does not affect any rights or liabilities accrued, penalties incurred or proceedings begun prior to the effective date of this code.

(C) (1) The liabilities, proceedings and rights are continued; punishments, penalties or forfeitures shall be enforced and imposed as if this code had not been enacted.

(2) In particular, any agreement granting permission to utilize highway rights-of-way, contracts entered into or franchises granted, the acceptance, establishment or vacation of any highway, and the election of corporate officers shall remain valid in all respects, as if this code had not been enacted.

§ 10.99 GENERAL PENALTY.

The town is authorized to provide for the punishment of each violation of an ordinance, resolution or regulation with a fine not to exceed \$500, or by imprisonment not exceeding 30 days, or by both the fine and imprisonment.

Statutory reference:

Maximum penalty, see SDCL §§ 9-19-3 and 22-6-2(2)

06-08-2024 01



06-08-2024 01:33:37 PM



South Dakota

**Know what's below.
Call before you dig.**



14 C

Town of Hermosa
PO Box 298
Hermosa, SD 57744

Dear Ms. Dybvig:

It has come to the attention of the South Dakota One Call Board that the Town of Hermosa has been attempting to invoice excavators for the cost of locating utilities in an attempt to pass along the cost the Town incurs from locating. It is the Board's understanding that the Town is charging \$100.00 for every ticket over ten, per month, to those excavators or the incoming utilities. The One Call Board does not believe this is appropriate and this letter is a formal request to the Town to change this practice immediately. The Town cannot and should not be passing along the costs of locates.

The South Dakota One Call Program is a free program that allows any excavator, including both commercial companies and homeowners, to call 811 and have underground utility lines marked by operators. After a call is received, the South Dakota One Call Center personnel will notify all affected utility companies who will mark underground utility lines for free. When the Town of Hermosa has a policy in which they pass costs to locate their utilities onto their customers, the Town is incentivizing excavators to not call in locates. Under SDCL 49-7A-5, a locate ticket has to be placed with the 811 Center. By charging for locates, the Town of Hermosa is potentially encouraging excavators not to contact 811 placing the homeowner, excavator and utility in danger as well as breaking several state laws.

It is the Board's position that paying for locates is a cost saving measure in the long term for operators, such as the Town of Hermosa, because it mitigates and reduces the number of underground strikes. If the Town of Hermosa continues to incentivize members of the public to not call in locates by charging them \$100 per locate, members of the public might be less likely to a call in locate and thus increase the likelihood of striking underground facilities. This is not only an economic issue the Town of Hermosa is facing, but a very important safety concern.

I am happy to speak with you or anyone else about the importance of locates being offered for free by operators, and ultimately, the South Dakota One Call Board's goal of mitigating underground damage.

Sincerely,

A handwritten signature in black ink that reads 'Mark Meier'.

Mark Meier
Chairman
South Dakota One Call Board

COPY

Town of Hermosa

Town of Hermosa
Fiber project
6A

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

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

IF YES - YOU NEED A FLOODPLAIN DEVELOPMENT PERMIT

DIGGING/GRADING PERMIT

PAID

PERMIT # **2024-13**

DATE **3-18-24**

Receipt # _____ Cash _____ Check # **59598** Amount **50⁰⁰** (\$50.00) up to 100CY
\$20.00 each additional 100 CY

All provisions of the Laws and Ordinances of the Town of Hermosa and the State of South Dakota governing the type of work being done and will be complied with, whether specified herein or not.

The granting of a permit does not presume to give authority to violate, cancel, or set aside any of the provisions of the building code, zoning ordinances, or any other local law or ordinance regulating construction or the performance of construction in the Town of Hermosa.

Sketch and/or describe work: (use separate sheet, or attach grading plan)

Will grading operation be located in the floodplain?	_____	Yes	<input checked="" type="checkbox"/>	No
If yes, have ordinance requirements been met?	_____	Yes	<input type="checkbox"/>	No
Will drainage patterns be altered?	_____	Yes	<input checked="" type="checkbox"/>	No
Will grading operation take place in a geologically hazardous area?	_____	Yes	<input checked="" type="checkbox"/>	No
If yes, have proper precautions been taken?	_____	Yes	<input checked="" type="checkbox"/>	No

Quantity of Grading or Excavation: **N/A** Cubic Yards Area to be disturbed by proposed work: **N/A** acres

Identify types of erosion control to be applied: **As requested by Town of Hermosa**

Source/Destination of materials: **on site**

Provide traffic control per Manual on Uniform Traffic Control Devices.

Hard route: **Please see attached route - replace copper with fiber**
*** Ferguson development - trenching/boring only**

Buildings constructed on fill will be required to have foundations designated by a professional engineer, per SDCL 36-18 and the current building codes adopted by the Town of Hermosa.

A stormwater discharge permit from the South Dakota DENR (605-773-3351) may be required if the work under this application or the overall plan of development will result in the disturbance of over 1 acre of land.

Stormwater permit application attached? _____ Yes _____ No N/A

This permit will expire one year from date of issuance.

The Finance Officer will be notified upon start of work and completion of work for inspection purposes (255-4291).

Name **Mt. Rushmore Telephone Company**

Lot Address **See map**

Mailing Address **Po Box 669** Email **trinityrapp@hcinet.net**

Legal Description **Keystone SO 57751**

Telephone # **605-666-4411** Cellphone # **605-390-1188**

Contractor **MRTCO & T & B** Phone# **605-666-4411**

Contractors must all be registered with the Town of Hermosa

Relationship to Property: _____ Owner Contractor _____ Owners Representative

I certify that I have read and understand and agree to all terms and conditions set forth herein this entire document. I specifically understand that by signing this document I am agreeing to be jointly and severally responsible, personally, and for any and all work done under this permit.

Signature  Date **3-18-24**

4-16-2024 - Note to change for extra locates

Parcel #

OFFICE USE ONLY

PLANNING AND ZONING COMMISSION

Approved Denied

NAME: _____
TITLE: _____
SIGNATURE: _____
DATE: _____
APPLICATION FEE: \$50.00 DATE PAID: _____

HERMOSA BOARD OF TRUSTEES

Approved Denied

NAME: _____
TITLE: _____
SIGNATURE: _____
DATE: _____
DATE PERMIT ISSUED: _____

**HERMOSA TOWN BOARD
TUESDAY, APRIL 16, 2024
REGULAR MEETING @ 6:00pm**

ROLL CALL: Henrichsen called the meeting to order on Tuesday, April 16, 2024, at 6:00 pm with the following members present: Ferguson, Henrichsen, Holsworth, Kramer and Koontz. Attorney Johnson and interested citizens also present. Pledge of Allegiance led by Henrichsen. Henrichsen stated that Trustee Input will be eliminated from all future agendas due to not being required and inappropriate behavior as well as damaging and downgrading verbal bullying and harassment by one trustee to another, additionally violating the multiple code of conduct policies.

CALL FOR CHANGES: Motion made and seconded to approve agenda as amended; vote: all ayes, motion carried. Under New Business add Item F: mosquito spraying and G: Emergency Management position, move Item 14B Volunteer of the Year to before Engineer; under Planning & Zoning add Item C: Jennie Haas commercial/residential property for discussion and add Item H: Chuck Ferguson awards under Public Works.

SPECIAL ITEMS: meeting protocol presented. Motion made and seconded to remove Item C from agenda; vote: all ayes, motion carried. Henrichsen appointed Koontz to Sewer committee as Vice Chair and Law Enforcement committee as Vice Chair.

CONSENT CALENDAR: Motion made and seconded to approve April 2, 2024; minutes: vote, all ayes, motion carried.

CONFLICT OF INTEREST DECLARATION: All board members are responsible for refraining from discussion and voting on issues where they may have a conflict of interest.

VOLUNTEER OF THE YEAR: Nancy Schultes and Connie Leimer were selected to receive the 2023 Volunteer of the Year; award was presented to Schultes and Leimer to honor them for their exemplary service to the community.

ENGINEER: Approval for KLJ Engineering to develop task orders; pending. Lagoon bidding and construction management; pending. Engineering staff reports/office support; pending. Highway 79 sewer repair bidding and construction management; pending. Comprehensive Plan proposal review; pending. Motion made and seconded to approval for Claycomb Engineering to perform floodplain permit requirements for the water/sewer expansion project; vote: all ayes, motion carried. Motion made and seconded to approve discontinuing of KLJ contract; vote: all ayes, motion carried. Motion made and seconded to approve contract with Alfred Benesch & Company; vote: all ayes, motion carried.

PLANNING AND ZONING: Permit 2024-13 – Mt Rushmore Telephone – Proposed directional bored fiber optic cable and buried service drops. Motion made and seconded to approve Permit 2024-13 with Mt Rushmore Telephone responsible for \$50 permit fee and all locate fees above the 20 per month allowed in Public Works Director contract; vote: all ayes, motion carried. Permit 2024-14 – Jose Main – 102 N Ferguson – Install carport over existing cement slab. Motion made and seconded to approve Permit 2024-14; vote: all ayes, motion carried. Discussion on request from Jennie Haas to occupy a portion of hair salon located at 300 E Main Street as a residence. Attorney Johnson confirmed that was allowed under the Town Ordinance. Motion made and seconded to remove Item D under Engineer and Items A & B under Planning & Zoning from the agenda; vote: all ayes, motion carried.

CLAIMS: Motion made and seconded to amend the January 23, 2024 claims to reduce the amount by \$8,250 due to stop payment placed on check #17458; vote: all aye, motion carried. Motion made and seconded to approve Payroll and Claims as presented; vote: all ayes, motion carried. GAIL BODDICKER, Round trip to Belle Fourche, \$73.95; CITY OF HOT SPRINGS, Wastewater service, \$1,112.40; CUSTER COUNTY AUDITOR, Dispatch contract, \$2,000; GOLDEN WEST TECHNOLOGIES, Monthly service – April 2024, \$765; HARRIS CONTRACTING, BRIC meeting & prep, \$75; HILT CONSTRUCTION, Guard rail repair/2nd St bridge, \$75; MIDCONTINENT TESTING LAB INC., Water testing/1st Qtr 2024, \$94.50; MT RUSHMORE TELEPHONE, Phone/Internet, \$260.33; NELSON'S OIL & GAS, Tank rent-lower pump house, \$36; PIONEER BANK & TRUST, Bank charge for 2 signature account, \$25; PIONEER BANK & TRUST, District 9 meeting, \$561.66; RC JOURNAL LEE ADVERTISING, Pennington County Equalization publish, \$46.56; SANDERS SANITATION, Monthly sanitation service, \$3,974.49; SOUTHERN HILLS PUBLISHING, Publishing/Legal notices 03/24, \$807.47; SOUTH DAKOTA 811, Message fees/Voice Out 1-3/24, \$26.88; SUMMIT FIRE PROTECTION, Fire extinguisher annual inspection, \$185; US POSTAL SERVICE, Annual PO Box service fee, \$120; FEMA, FIRM, \$7,000; PIONEER BANK & TRUST, Stop payment check #17458-FEMA, \$25; **Accounts Payable Total: \$ 17,255.24.** Payroll related: Total Paid On: 3/29/24: General, \$3,859.15, Water, \$311.91, Sewer, \$187.14,

Promoting City/ BBB, \$62.38, EFTPS-Electronic Federal Tax, FED/FICA TAX, \$1,144.36, HEALTH POOL OF SD, Life insurance, \$5.25. Total Payroll Related Paid: \$5,570.19.
GENERAL: \$13,377.58, BBB GROSS RECEIPTS TAX, \$81.06, WATER: \$783.04, SEWER: \$8,583.75. **REPORT TOTAL: \$22,825.43.**

LAW ENFORCEMENT/ABATEMENTS/COMPLAINTS: Custer County log in packet. Ferguson gave an update on current abatements.

LEGAL: None

PUBLIC WORKS: Ferguson provided updates on streets, water, and sewer departments. Motion made and seconded to approve the quote from Black Hills Electric in the amount of \$2,551.03 for the new street light on Whitney Street near lift station approximately at 4th Street; vote: 3 aye, 1 nay, 1 abstain, motion carried. Bolted Tank Interior Floor Reseal, pending. Open Work Orders (Attached), ongoing. PACE Contract, pending and still scheduled for May. Motion made and seconded to cease lagoon pumping; vote, all aye, motion carried. Ferguson was recognized for two Certificates of Achievement he received regarding the Public Water System. Motion made and seconded to remove Items F & H under Public Works; vote: all aye, motion carried.

FINANCE OFFICE: Monthly financials presented. Work session scheduled for Tuesday, April 30, 2024. Motion made and seconded to start the work session meeting at 5 p.m.; vote: 3 aye, 2 nay, motion carried. Motion made and seconded to approve the cost of the addition of 50 public users to the Front Desk Standard program with GWorks; vote, all aye, motion carried. Motion made and seconded to have Finance Officer Cornelison research and bring findings to the next meeting on May 7th, the requirements for changing the employee pay periods; vote: all aye, motion carried.

OLD BUSINESS: Hermosa Connects will hold a mixer on April, 22, 2024 from 5-7 pm as well as their vendor fair on June 20, 2024. Motion made and seconded to close off 2nd Street down to Whitney Street to corner of 3rd Street for the vendor fair on June 20, 2024; vote: all aye, motion carried. The fire department and residents in that area will be notified of the closure. Aqueous Film Forming Foam Products Liability Litigation is pending. Joan Harris gave an update on the Headwaters Economics.

NEW BUSINESS: Gravel on Tower Road is pending. Motion was made and seconded to approve the 2024-2025 Retail on-off sale) Malt Beverage & SD Farm Wine renewal applications for Corner Pantry Travel Center: License #RB2776, Pop's Corner Grocery: License # RB-25133 and Hermosa Community Center: License #27834; vote: all aye, motion carried. Kramer gave update from her attendance to the Custer County Commission meeting on April 3, 2024. The vendor permit fees will be discussed at the next work session on April 30, 2024. Mosquito spraying will be discussed at the next meeting on May 7, 2024. Motion made and seconded to appoint Linda Kramer as the Emergency Management person; vote: all aye, motion carried. Motion made and seconded to remove Items B and C from the agenda; vote: all aye, motion carried.

ITEMS FROM CITIZENS: There were no items brought forward by citizens.

EXECUTIVE SESSION: Tabled until the next meeting on May 7, 2024.
Motion made and seconded to adjourn meeting at 7:55 pm, vote: all ayes, motion carried.

ATTEST:

Terri Cornelison
Finance Officer

Vicki Henrichsen
Town Board President

Billabe Locates

Chuck
Ferguson
Contract

EXHIBIT A

FERGUSON CONSTRUCTION

EQUIPMENT HOURLY RATES

<u>ITEM</u>	<u>RATE</u>
Backhoe	\$ 90.00
Backhoe, 12' Blade	\$ 90.00
Bobcat, any attachment	\$ 72.00
Motor Grader Blade	\$ 78.00
6 Yard Box Truck	\$ 48.00
Mowing Equipment / Bobcat Brush Hog	\$ 66.00
17 Yard Box Truck	\$ 78.00
Footings & Foundations (per inspection)	\$ 42.00
Shoveling Sidewalks & Entry Ways per time	\$ 30.00
Locates > 10 per month per locate	\$100.00

**Includes Operator Fees for one person

TOWN OF HERMOSA

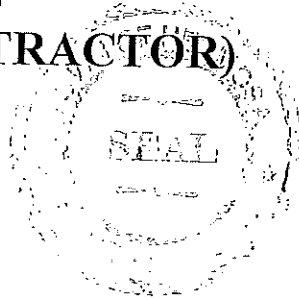
BY: Jerald E Styles

Jerald E Styles
(TOWN BOARD PRESIDENT)

30 Jan 24
(DATE)

ITS:

Chuck Ferguson
(CHUCK FERGUSON, CONTRACTOR)
(DATE) 1-30-2024



ATTEST:

(Seal)

Gail Bodder

1/30/2024

FINANCE OFFICER

(DATE)

14D

Jill Dybvig

From: John Preston <johnpreston0555@gmail.com>
Sent: Monday, June 24, 2024 7:50 PM
To: Jill Dybvig
Subject: Re: Hermosa Hills Fence

I believe that either the home owner or the campground is responsible for repairs. I don't own either. It was the city who required the fence, so they should repair it if nobody else takes responsibility.

Thanks,
John

(Ord. 10.6, passed 3-17-2009)

§ 155.69 PRE-EXISTING CONDITIONS.

Any otherwise lawful use of land or structure existing at the time of adoption of these regulations may be continued, maintained, and repaired, except as otherwise provided in this section.

(A) *Continuance of non-conforming uses.* The lawful operation of a non-conforming use as such use existed on the effective date of this chapter, or any amendment hereto, by which the use became a non-conforming use, may be continued; provided, however, that the number of dwelling units in a non-conforming dwelling use shall not be increased over or exceed the number of dwelling units in the non-conforming use on the effective date of this chapter.

(B) *Extension of non-conforming uses in structures.* A non-conforming use in a structure may be extended throughout the structure provided no structural alterations, except those required by law or ordinance, are made therein.

(C) *Termination of non-conforming uses.* Except as hereinafter provided, a non-conforming use that has been abandoned or discontinued for a year shall not be re-established.

(D) *Non-conforming use of open land.* A non-conforming use not enclosed in a building or structure, or one in which the use of the land is a use exercised principally outdoors and outside of a building or structure shall, after discontinuance of its principal use or abandonment of one year, become a prohibited and unlawful use and shall be discontinued.

(E) *Enlargement or extension of non-conforming structures.* A non-conforming structure in which a non-conforming use is operated shall not be enlarged or extended; a non-conforming structure in which only permitted uses are operated may be enlarged or extended in the enlargement or extension can be made in compliance with all of the provisions of this chapter established for structures in the district in which the non-conforming structure is located.

(F) *Restoration of damages non-conforming structures.* A non-conforming structure damaged in any manner and from any cause whatsoever to the extent of not more than 60% of its replacement cost may be restored to its original or better condition, provided restoration is completed within one year of the date of the damage.

(G) *Outdoor advertising signs and structures.* No outdoor sign or outdoor advertising structure which, after the adoption of this chapter, exists as a non-conforming use in any district, shall continue, as herein provided for non-conforming uses, but every such sign or structure shall be removed or changed to conform to the regulation of said district within a period of two years.

(H) *Non-conforming manufactured home use and change of ownership.* See Chapter 153 regarding mobile homes.

(Ord. 10.6, passed 3-17-2009)

§ 155.70 FENCING.

X

Fences, walls, and screening are allowed in all yards provided they meet the following height limitations and construction standards unless otherwise stated:

(A) *Fence construction standards.*

(1) All posts and bracing shall face towards the owner.

(2) Shall be constructed on the owner's property and shall be allowed on the property line. And it is the fence owner's responsibility to know for sure where the line is. If it's found that the fence is on the wrong side of the line, it has to be (re)moved at their expense.

(3) Materials:

(a) Fences shall not be constructed of electrically charged wire, razor wire or wire fences such as those with hardware cloth, chicken wire, agriculture, or others. Moreover, materials not specifically manufactured for permanent fencing are not allowed, and no fence shall be made of, in whole or in part, cloth, canvas or other like material. With the exception of a snow fence.

(b) The cut or selvage end of wire or metal fencing materials may not be exposed at the top of a fence if the height of the fence is less than six feet. Fences designed for painting or similar surface finishes shall be maintained in their original condition as designed. All exposed steel, except galvanized metal fences, shall have a colored finished coat applied to them and be preserved against rust and corrosion.

(c) Property owners shall be responsible for the maintenance of the fencing, walls and hedges on their property, and for removal of any fence, wall, or hedge if it becomes unsightly or a menace to public safety, health or welfare.

(B) *Residential District - front yards.*

(1) Shall not exceed five feet.

(2) Shall not exceed two and one-half feet within the herein-defined "Traffic Visibility Triangle" on corner lots, unless construction is of a see through type.

(a) *Residential District.* Side and rear yards shall not exceed six feet; and front yard shall not exceed feet.

(b) *Commercial and Industrial.* All fencing, walls, buffer zones and screening shall not exceed eight feet.

(c) *Temporary fence.* The Board of Trustees may require that a temporary fence be constructed on or around any demolition or construction site, when deemed necessary to protect the public.

(d) *Flood zone.* A fence constructed in the flood zone requires a floodplain permit and approval by the Floodplain Administrator. Fences generally must be a breakaway or drop fence (designed to fail under flood conditions.).

(C) *Variance; standards for variance approval.* When determining a variance to fence, wall, and hedge requirements, the zoning board shall consider the following:

(1) Safety in regard to the subject property, adjacent properties, ingress and egress, streets, alleyways, and water bodies.

(2) Visual impact on adjacent properties, streets, alleyways, and water bodies.

(3) Design in relation to other structures on the same lot, adjacent properties, and the neighborhood.

(4) Impact on ingress and egress, if applicable.

(5) Screening, buffering or separation of any nuisance or hazardous feature.

(6) Compatibility with adjacent properties.

(Ord. passed 11-3-2020)

ADMINISTRATION AND ENFORCEMENT

§ 155.85 ORGANIZATION.

(2) In order to have landscape requirements modified due to one or a combination of the above, the applicant should submit a written justification to the Planning and Zoning Board. Within the justification, the applicant must describe:

- (a) Which of the landscape requirements will be met with modifications;
- (b) Which of the conditions set forth above justify using alternatives; and
- (c) How the proposed alternative meets or exceeds what is required.

(Ord. 10.10, passed 5-19-2009)

§ 92.05 TERMS.

There are several important key concepts to understand. For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

BERM. An earthen mound designed to provide visual interest, screen undesirable views and/or decrease noise.

BUFFER. Thought of as a "transitional space", a buffer can consist of horizontal space (land) and vertical elements (plants, berms, fences or walls). Its purpose is to physically separate and visually screen adjacent land uses that are not fully compatible.

CALIPER. A measurement of the diameter of a tree trunk.

DECIDUOUS. Plants/trees which lose their leaves in the fall.

DEVELOPING USE. This is the use being considered for development. The use may be straight permitted, or conditional. It is typically this use which will require the filing of a site plan (a plan for development) and it is usually this developer who will be responsible for buffering his or her use from an existing adjacent use.

EVERGREEN. Plants/trees which retain foliage throughout the year.

EXISTING ADJACENT USE. The use of land already in place prior to the development of an adjacent land use.

PLANTING STRIP OR AREA. A ground surface free of concrete, asphalt, stone, gravel, brick or other paving materials, aside from walkways, which is required or used for landscaping purposes.

SHRUB. A woody plant, smaller than a tree, consisting of several small stems from the ground or small branches near the ground. **SHRUB** may be deciduous or evergreen.

TREE, CANOPY OR LARGE MATURING TREE. Any tree the height of which exceeds 35 feet at maturity.

TREE, UNDERSTORY OR SMALL MATURING TREE. Any tree the height of which is less than 35 feet at maturity.

(Ord. 10.10, passed 5-19-2009)

§ 92.06 BUFFERS; COMPOSITION AND WHEN REQUIRED.

Certain land uses, because of their character and intensity, may create an adverse impact on less intensive and varied adjacent land uses. Accordingly, the following regulations are established to protect and preserve the appearance, character and value of property throughout the town.

- (A) *When buffers are required.*

(1) *New uses.* Buffers are required when certain land uses develop and share a common property line with either a significantly different type of use in the same zone or, in some cases, a differing zone.

(2) *Expansion of an existing use falling into any of the categories listed above.* The expansion of an existing use can have an adverse impact on adjoining properties. When an expansion is less than 5% of the building floor area or 1,000 square feet, whichever is lesser, buffers are not required. Additionally, the entirety of the existing use need not be buffered. Buffers are required instead as follows.

(a) *Expansion of a structure or parking facility.*

1. Only the area undergoing expansion must comply with the buffer requirements. The buffer should encompass the area along the side and/or rear lot line where construction activity occurs, 90 degrees from the beginning and ending points of construction.

2. When parking or accessory buildings bar the development of a full buffer, they need not be removed to facilitate full compliance.

(b) *Addition of buildings to a lot.* Any new building or parking lot(s) added to an already developed lot are required to meet the buffer requirements; the prior development is not.

(B) *Responsibility for developing.* The developing land use is completely responsible for the creation of the buffer yard with the following modification.

(C) *Exceptions/modifications.*

(1) When an abutting parcel contains a natural vegetative strip comparable to a buffer yard, this area may count toward the requirement of the buffer yard.

(2) When a required buffer abuts a public alley, up to one-half of the alley width can be used to satisfy the buffer width requirement of these regulations.

(3) The width of a required buffer may be reduced by 25% if a wall, fence or berm is provided that meets the following standards.

(a) The fence or wall is constructed in a durable fashion of brick, stone, other masonry materials or wood posts and planks or any combination of the aforesaid materials. No more than 25% of a fence surface may be left open, open work being distributed equally over the entirety of the fence, and the finished side of the fence faces the abutting property.

(b) Walls and fences must be a minimum height of six feet.

(c) Berms must be a minimum height of four feet with a maximum slope of three to one and those exceeding six feet in height must have a maximum slope of four to one. Additionally, they must be stabilized to prevent erosion and landscaped.

(d) Shrubs may be waived if a fence or wall is built. If a berm is constructed; shrubs are still required but may be reduced by 25%.

(4) Buffer requirements may be waived when their requirement would result in buffering between fundamentally compatible land uses, for example, when a use has been allowed "permitted by standards". Accordingly, the Planning and Zoning Board is authorized to waive buffer levels if and only if their requirement would serve no purpose. The waiver must be written and dated on the face of the zoning compliance permit of the developing use.

(D) *Specific requirements for trees and shrubs placed in the buffer.* For trees and shrubs best suited for the area the books *South Dakota Trees* and *South Dakota Shrubs* are available in the town office.

(1) Trees: at least 40% of required trees within a buffer must be large maturing trees with a minimum caliper of two and one-half inches measured six inches above ground at the time of planting; small maturing trees must have a minimum caliper of one and one-half inches measured six inches. Twenty-five percent of the trees in the buffer must be evergreen.

(2) Shrubs must be evergreen and at least two and one-half feet tall when planted with an average height of five to six feet expected as normal growth over a four-year period. Twenty-five percent of shrubs may vary from the above as follows:

(a) May be deciduous;

(b) May be two feet tall when planted provided three to four feet growth is anticipated over a four-year period; and

(c) If planted on a berm may be of a lesser height provided that combined height of the berm and plantings is at least six feet after four years.

(E) *Miscellaneous provisions.*

(1) All trees and shrubs are to be planted in both a visually pleasing fashion and in a way so as to facilitate the creation of a visual screen. Generally, plantings should be spaced equidistant throughout the buffer with final design approval part of the overall site plan approval.

(2) A minimum of two types of trees and shrubs must be used to minimize the effects of disease and/or blight.

(Ord. 10.10, passed 5-19-2009)

§ 92.07 PARKING LOT LANDSCAPING REQUIREMENTS.

(A) *Applicability.* All parking areas in excess of 40 spaces for all uses except parking areas for single-family or two-family dwellings.

(B) *Types of landscaping required.* Two types are required within each parking area as follows:

(1) *Perimeter landscaping.* Parking area perimeters which are adjacent either to public rights-of-way or residentially used property must landscape perimeters with minimum eight-foot wide strips of landscaping. Both trees and shrubs are required via the following formula:

(a) Trees: required at the rate of one canopy tree for every 200 square feet of required planting area or one understory tree for every 150 square feet; and

(b) Shrubs: shrubs are required in addition to trees and at a rate of one per every 50 square feet of planting area.

(2) *Interior landscaping.* Landscaping within the interior of parking areas is important for aesthetics and also functional in that landscaping moderates heat, glare, wind and other climatic effects produced by paved areas. Accordingly, interior parking area space is to be landscaped as follows:

(a) Trees: required at a rate of one per 16 parking spaces. At least 40% of required trees must be large maturing trees with a minimum caliper of two and one-half inches measured six inches above ground at the time of planting; small maturing trees must have a minimum caliper of one and one-half inches measured six inches. Twenty-five percent of the trees throughout the parking lot must be evergreen.

(b) Shrubs: required at a rate of three per 16 spaces. Must be evergreen and at least two and one-half feet tall when planted with an average height of five to six feet expected as normal growth over a four-year period. Twenty-five percent of shrubs may vary from the above as follows:

HERMOSA TOWN BOARD
Regular Meeting
Tuesday, May 5, 2020 @ 6:00pm



ROLL CALL: Henrichsen called the meeting to order at 6:00pm with the following members present: Flug, Henrichsen, Holsworth, King and Schumack. Attorney Johnson, Marshal Daggett, Deputy Marshal Westergard and four interested citizens also present. Pledge of Allegiance was led by Henrichsen.

CALL FOR CHANGES: Motion by Flug, second by King, to approve agenda as presented; vote; all aye, motion carried.

CONSENT CALENDAR: Motion by Flug, second by Schumack, to approve April 21, 2020, regular board meeting minutes; motion amended to request revision of the minutes to indicate Vice President King attest the minutes rather than Henrichsen as she was absent on April 21; vote; all aye, motion carried. Discussion on Golden West computer services contracts. Motion by Holsworth, second by Flug, to retain the Golden West contracts for the first year and review at the end of the first year; vote; all aye; motion carried. Motion by Holsworth, second by Flug, to approve a municipal election separate from Custer County plus approve the election workers at \$10.00 per hour; vote; all aye, motion carried. No action taken on CPA consultant discussion. Motion by Schumack, second by King, to keep the town office closed due to the Covid 19 virus; vote; all aye, motion carried.

CLAIMS: Motion by Schumack, second by Flug, to approve the 4-21-2020, claims as amended; vote; all aye, motion carried. Motion by Flug second by Schumack to approve the 5-5-2020 claims. Dakota Supply Group, Autobahn LED (2 each @ 688.36), \$1,376.72; Ferguson Construction, Monthly agreement, \$2,266.67; Golden West, Monthly contract, \$549.00; Hawkins, Santoprene pump tube, Azone, Freight, \$390.94; Henrichsen, Vicki, Office supplies, \$116.87; Interstate Engineering, Monthly charges, \$4,108.20; Johnson Law Office, Monthly charges, \$578.00; Mandy Morris, CPA, April charges, \$3,003.50; Payment Service Network, Inc., Monthly charges, \$72.45; Sander Sanitation, Monthly agreement, \$2,718.70; SD DOT, Amount due for share of costs for N 2nd Street box culvert, \$7,435.95; Southern Hills Publishing, Monthly charges, \$343.20; Turbiville Industrial Electric Works, Repair and reassemble motor, \$466.39; Westergard, Brad, Stipend, \$300.00; Payroll related: Payroll Board of Trustees, \$925.00; Payroll, Finance Department, \$1,352.00; Payroll, Law Enforcement, \$808.55; Payroll Public Works, \$123.50; EFTPS, "941 payroll tax deposit, January 2020 payment, \$513.72 ; EFTPS, 941 payroll tax deposit, \$726.51; SD Retirement System, April retirement funds, \$339.70; TOTAL: \$28,515.57

OLD BUSINESS: Work session issues, ordinance review of mowing vs haying, review of water rates, Southern Black Hills Water System, remain pending. Boddicker will submit the 2020 West Nile Virus prevention grant which is due June 1, 2020. Holsworth and King working on the drainage issue on Whitney Street. Holsworth and King re-inspected town properties that were sent letters regarding problems with overgrown trees and shrubs. Motion by Holsworth, second by Flug, to send a follow-up letter to the property owners who had not satisfied their responsibility giving them until May 30 to complete tree trimming; vote; all aye, motion carried. Holsworth and King will re-inspect on May 31 and discuss at June 3 BOT meeting. Citizens not completing the issues will be abated and property owners will be assessed fees associated with the abatement. Motion by Holsworth, second by Flug, to advertise for bids for a contractor to locate the sleeve under Highway 79 on the east and west sides; vote; all aye, motion carried. Advertisement should include contractor will be required to apply for the R.O.W. permit; they also should call town office with any questions. Prior to the advertisement, Holsworth will call DOT (Zacher) to ask if the DOT has the equipment available to help with locating the sleeve.

NEW BUSINESS: Parking lot east side of town office, pending. Board did not approve the purchase of the new lawn mower. Fire hydrant in Taz Court is sinking; there is a concern the citizen is parking too close to the fire hydrant. Town will bring gravel to fill in the divot plus place a delineator pole; the water line also needs to be located.

ENGINEER: Bengs provided a written update. Water rehab project, school project, lagoon expansion, pending. There is one easement remaining to be completed regarding the 2nd Street Bridge project. Boddicker to contact town engineer to request he quickly proceed with completing this project in order to meet the May 8 deadline in order to secure the July bid letting.

LAW ENFORCEMENT/ABATEMENTS/COMPLAINTS: Daggett reported the training facilities are on hold due to the Covid 19 issue; will keep the board informed regarding his certification. Westergard reported the Hermosa School cameras are working; his training curriculum should be completed by May 31; he will then do the practical part of the training. Class must be completed by August 1 as next academy class begins. Westergard provided other updates.

LEGAL: TIFD project plan, pending.

PUBLIC WORKS: Flug reported the lagoon pumping was not accomplished as they are in discussion with landowners as they (landowners) did not agree with where the waste should go. Flug will follow up with landowner. Street proposal discussion, pending.

PLANNING & ZONING: Motion by Holsworth, second by Schumack, to approve Permit #2020-12, 24549 Hwy 79, Grading Permit. Motion by Holsworth, second by King, to send notice to Preston he needs to meet the buffer obligations on the north end of the subdivision; vote; all aye, motion carried. The road needs to be maintained at Walter and Marie.

ITEMS FROM CITIZENS: No action will be taken (3-minute time limit per speaker).

TRUSTEE INPUT: Flug asked whether the fence laying at the pump house should be utilized or sent out for surplus; King is busy working on street issues; Holsworth concerned with amount of expense the town is incurring; Holsworth also said the fence should be utilized on town property rather than sending to surplus; Henrichsen thanked Boddicker, Flug and King for their assistance with the town office painting project.

Motion by 8:05 to break for ten minutes.

EXECUTIVE SESSION: Motion by King, second by Schumack, to enter into executive session at 8:15 allowable by SDCL 1-25-2.1 Personnel; unanimous. Motion by Holsworth, seconded, to exit executive session at 8:29; unanimous. No action taken. Motion by Holsworth, second by Flug, to adjourn at 8:30 pm; unanimous.

ATTEST:

Vicki Henrichsen, Town Board President

Gail Boddicker, Finance Officer

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**HERMOSA TOWN BOARD
PUBLIC HEARING FOLLOWED BY REGULAR MEETING
Tuesday, March 3rd, 2015 @ 6pm**



ROLL CALL: Kramer called the meeting to order at 6:05pm, with the following members present; Holsworth, King, Kramer, & Flug. Oberlitter, Rittenbaugh, Bishop, Taylor, Preston, Cannon, Daggett, Ferguson, and Miller were also in attendance. Harris was absent. Pledge of Allegiance was led by Kramer.

CALL FOR CHANGES: Motion made and seconded to accept the agenda as presented. Unanimous.

PUBLIC HEARING: Public Hearing began at 6:08pm. Public Comments were taken for the consideration of the voluntary annexation request, and adoption of Resolution #2015-01, for the following described real property to the Town of Hermosa, State of South Dakota: UNPLATTED PORTION OF SW4SE4SE4, & E2E2SW4SE4 & UNPLATTED PORTION OF E2W2E2SW4SE4, & UNPLATTED PORTION OF NW4SE4SE4, & UNPLATTED PORTION OF W2W2NE4SE4SE4, & E2W2SE4NW4SE4, & E2SE4NW4SE4, & SW4NE4SE4, & W2W2SE4NE4SE4, SECTION 30, T2S, R8E, BHM, CUSTER COUNTY, SD. Motion made and seconded to exit out of the Public Hearing, and enter into Regular Session at 6:18pm. Unanimous.

CONSENT CALENDAR: Motion made and seconded to approve the Meeting Minutes from February 17th, 2015, as presented. Unanimous.

CLAIMS: Due to Harris's absence, the claims were not available for approval at the time of the meeting. Motion made and seconded to allow these claims to be approved via phone/email poll. Unanimous. These claims were unanimously approved via phone/email poll on Wednesday, March 4th, 2015, as presented.

Claims for Approval 03/03/2015		
A&B Business Solutions	Copier Lease Payment #7 & Usage	\$ 439.41
Casey Peterson & Associates, LTD	2013 Audit Services	\$ 8,447.08
Daggett, James	Health Insurance Reimbursement	\$ 200.00
Dakota Supply Group	Lift Station Repair Parts - Ferguson Sub.	\$ 53.37
EFTPS	March 1st Payroll Taxes	\$ 1,001.39
Ferguson Construction	Monthly Agreement	\$ 2,266.67
Health Pool of SD	Monthly Premium (plus withholdings)	\$ 1,384.14
Kieffer Sanitation	Monthly Statement	\$ 2,269.00
Kramer, Linda	Mileage Reimbursement - February	\$ 20.35
Lazy R Bar & Grill	Feb. Mayors Luncheon Catering	\$ 201.40
Misc. Refunds	Water Deposit Refund	\$ 38.98
Mt. Rushmore Telephone	Phone/Fax/Internet Monthly Statement	\$ 259.43
Office Depot	Office Supplies	\$ 150.88
Payroll	BOT, LE, FO, Admin, Cleaning	\$ 3,307.43
SDML	SDML Police Chiefs' Assoc. Dues 2015	\$ 95.56
SD Retirement	February Retirement Funds	\$ 999.88
Southern Hills Publishing	February Publications	\$ 616.90
Tyco Integrated Security	Onsite System Maintenance	\$ 324.30
TOTAL		\$ 22,076.17

LAW ENFORCEMENT: Daggett provided his local updates. Price quotes for a laptop, or onboard computer, were discussed. Motion made and seconded to approve up to \$1,000 for this purchase. Unanimous.

PLANNING COMMISSION & APPLICATIONS: The PZ meeting from February 24th, 2015 was cancelled, due to a lack of agenda items. No minutes to review. The Final Plat Review of Hermosa Hills Subdivision remained pending per the applicant's request. **Preston addressed the board about the buffering zone requirements that will be needed within the development of Hermosa Hills Subdivision between residential and commercial properties.**

No new updates on the status of the Building/Floodplain Development Permit violations for 349 McDermand St. Harris will follow up with Hagg on this item. An extension request of the violation deadline for Prairie Winds Mobile Property Maintenance Violation, Prairie Winds Lot #14 was reviewed. The board noted that progress continues to be made. Motion made and seconded to extend this deadline until June 2nd. Unanimous.

NEW BUSINESS: 1st Reading of Resolution of Annexation #2015-01 took place. Motion made and seconded to accept this Resolution, as presented, and read. Unanimous. Harris will request Keith Andersen to update the Town Limit Boundary Map accordingly, following the zoning and final platting of this property. The board was also interested in getting a new aerial photo of the town completed. Bridge Inspection Resolution #2015-02 was read by Kramer. Motion made and seconded to approve this resolution as presented. Unanimous. Due to a Public Hearing needed for Black Hills Recovery Network on March 24th, the board and P&Z March meeting schedule was

amended. The regular scheduled BOT meeting for March 17th was rescheduled for 4pm on March 24. The BOT work session for March 31st was rescheduled for March 16th, following the Equalization meeting at 6pm. The P&Z meeting scheduled for March 24th was rescheduled for March 31st, if needed.

OLD BUSINESS: The Black Hills Recovery Network update was provided by Kramer. No one was available to attend the Custer County Commissioners Meeting on February 26th. No new updates on the TIF Development. Harris will follow up with Hagg to request he contact Preston regarding the option of an overlay TIF. Updates for the Yard Waste Dumpster Security Camera remained pending. John Preston agreed to consider being Hermosa's liaison for the Rushmore Regional Economic Development group. Harris will forward his contact information to Ben Snow for further introductions and information.

STREET DEPARTMENT: Ferguson advised the delivery of the gravel ordered has been delayed due to frozen ground, but should be completed upon warmer weather. The bid lettings for the SRTS & DOT TAP Grant programs, for the upcoming sidewalk projects, are scheduled for April 1st.

SEWER DEPARTMENT: No new updates.

WATER DEPARTMENT: No new updates.

PROJECT MANAGER: Miller provided his updates on the New Water Source Project. The property for sale that has an existing well is unfortunately not large enough for the town's needs. The town will move forward with contacting the land owners of the previously discussed drilling locations along highway 40 to see if an agreement can be worked out.

EXECUTIVE SESSION: No Executive Session taken.

LEGAL: No new updates

FINANCE OFFICER: Financial Reports were reviewed. Miller suggested to the board to think about earmarking additional sewer funds over the next couple of years to prepare for a lagoon expansion and/or treatment plan. The 1st Reading of 2014 Supplemental Budget Ordinance #2.066A remained pending, for a final opinion from USDA on the tracking of the TIF water/sewer loan debt. The SDML Annual District 9 Meeting will be held at Crazy Horse on April 8th, 2015. Confirmation of attendance remained pending. The scheduling of the Public Hearing for the Intent to Annex remained pending.

SUBCOMMITTEE UPDATES: All items remained pending for the next work session, scheduled for March 16th, following the equalization meeting.

TRUSTEE INPUT: Flug -- Inquired on the progress and deadline of the building permit project on 5th St. Holsworth -- I appreciate everything tonight, I think we are making great progress. This was a great meeting and put together well. I also appreciate Kramer's and King's attendances, efforts, and updates at all the regional meetings going on. I look forward to Preston's and Bishop's projects moving forward. Glad to see everyone is starting to feel a little better, and hope that continues. As always, let us all leave as friends. King -- Apologized for not being able to make the last commissioner's meeting, but stated that he will do the best he can whenever he can. Kramer -- I hope everyone is able to return to good health soon. Thank you, board, for a good meeting tonight.

ADJOURN: Motion made and seconded to adjourn the meeting at 7:31pm, mst. Unanimous.

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ATTEST:

Shanna Harris
Finance Officer

Linda Kramer
Town Board President

Hours of Operation:
Monday - Friday 8:00-5:00