

HERMOSA TOWN BOARD
TUESDAY, MAY 7, 2024
REGULAR MEETING @ 6.00pm

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

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

- 3) **SPECIAL ITEMS:**
 - A. Meeting Protocol
 - B. Adopt a special rule of order
 - C. Appointment of new trustee to committees-motion to remove from agenda

- 4) **CONSENT CALENDAR:**
 - A. Approval of the April 16, 2024, regular meeting minutes with correction, April 30, 2024 special meeting minutes and approve correction to March 18, 2024, Board of Equalization meeting minutes

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

- 6) **ENGINEER:**
 - A. Approval for KLJ Engineering to develop task orders; Deadline TBD
 1. Lagoon bidding and construction management
 2. Engineering staff reports/office support
 3. Highway 79 sewer repair bidding and construction management
 - B. Approval for Claycomb Engineering to perform floodplain permit requirements for the water/sewer expansion project-motion to remove from agenda
 - C. Approve agreement with Benesch for Lagoon Expansion project
 - D. Approve proposal from Benesch for disinfecting lagoon water for irrigation (and meet DANR permit requirements)
 - E. Approve Comprehensive Plan TIF Rate Study from Benesch

- 7) **PLANNING & ZONING:**
 - A. 2024-15 – MM moving/ Digging/ROW/WT/ST
 - B. 2024-16 - Informational Permit - Request for letter from BOT stating it is acceptable to operate a used car lot at Farmhouse Vintage & Design and is in conformance with all applicable building codes, zoning, and land use ordinances.
 - C. Mainstreet Fireworks LLC – Permission to operate fireworks stand at the Corner Pantry – 25 N. Heartland.

- 8) **CLAIMS:**
 - A. Amend January 23, 2024 claims of \$8,250
 - B. 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
 1. Schedule work session for 5-14-24 (abatements, complaints and ordinance discussion)

- 10) **LEGAL:**

- 11) **PUBLIC WORKS:**
 - A. Committee Report
 - B. Streets, Street Light Repairs, Water & Sewer Department Updates
 - Trustee report on town lighting needs
 - C. Bolted Tank Interior Floor Reseal
 - D. Open Work Orders (Attached)
 - E. PACE Contract
 - Discuss territory
 - F. Land Application Requirements

- 12) **FINANCE OFFICE:**
- A. Monthly financials
 - B. Work Session agendas
 - C. Department updates
 - D. Grant research
 - E. Tracking Items (Attached)
 - F. Annual report for 2023
 - G. GWorks upgrade pricing
 - H. Approve travel to Finance Officer School and Budget Training
- 13) **OLD BUSINESS:**
- A. Hermosa Connects
 - B. Aqueous Film Forming Foam Products Liability Litigation update
 - C. Headwaters Economics update-motion to remove from agenda
 - D. Rescind Resolution 06-2023 from 11-21-23 BOT meeting
- 14) **NEW BUSINESS:**
- A. Gravel on Tower Road – waiting for call from Wade Shorb – inconclusive of North 79 Agreement
 - B. Custer County Commissioner’s Meeting Update
 - C. Community Center Vendor Fair during Custer County Fair in August – clarification on vendor permit fees-motion to waive vendor permit fees
 - D. Additional funding for TNR program
- 15) **ITEMS FROM CITIZENS:** No action will be taken by the board on any issue related without being first placed on a future agenda, by the board, to allow for proper notice. (Reserved time for public comment is 15 minutes). Meetings of the Board of Trustees are open to the public. The audience will be allowed to comment on specific agenda items during the time allotted on the agenda for those items, according to established procedures of the Board. This is a time for members of the public (citizens, business owners, and those living within one mile of the town limits) to express concerns or discuss issues having relevance to the town. Anyone wishing to address the Town Board during this time shall be asked to stand and identify themselves after being recognized by the Board President.
- 16) **EXECUTIVE SESSION:**
- A. Motion to enter Executive Session allowable by SDCL 1-25-2.1 – Legal/Personnel/Contract
 - B. Motion to exit out of Executive Session
 - C. Motions resulting from Executive Session
- 17) **ADJOURN:** Motion by _____; Second by _____ to adjourn the meeting at _____ PM.

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

4A

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

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HERMOSA TOWN BOARD
TUESDAY, APRIL 30, 2024
SPECIAL MEETING @ 5:00pm

ROLL CALL: Kramer called the meeting to order on Tuesday, April 30, 2024, at 5:00 p.m. with the following members present: Ferguson, Holsworth, and Koontz. Henrichsen absent. Pledge of Allegiance led by Linda Kramer.

CALL FOR CHANGES: Motion made and seconded to approve the agenda as amended, move Item 7 Adjournment after Item 4 Executive Session; vote; all ayes, motion carried.

CONFLICT OF INTEREST: None

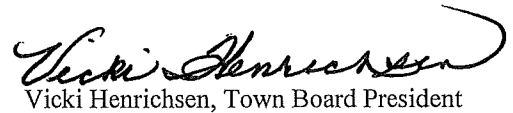
EXECUTIVE SESSION: Motion made and seconded to enter Executive Session allowable by SDCL 1-25-2.1 for Legal at 5:04 pm; vote: all ayes, motion carried. Motion made and seconded to exit session at 5:20 pm; vote: all ayes, motion carried. Motion made and seconded to approve Amended Settlement Agreement with the South Dakota Department of Agriculture and Natural Resources regarding compliance issues with the quality of water for the Town of Hermosa; vote: all ayes, motion carried.

ADJOURN: Motion made, seconded, to adjourn the meeting at 5:21 pm; vote: all ayes, motion carried.

ATTEST:



Terri Cornelison, Finance Officer



Vicki Henrichsen, Town Board President

Published once at the approximate cost of __

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



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

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

OBJECTION TO REAL PROPERTY ASSESSMENT:

Harris, Randy & Joan – Parcel #009229

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

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

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

Harris, Shanna R – Parcel #9226

Lots 10-11-12 Block 11 Hermosa Town

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

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

Cole, Chasen & Jade – Parcel #009301

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

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

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

Cole, Chasen & Jade – Parcel #009314

Outlot H Lot 11 Sec 32 T2 R8 Hermosa Town

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

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

Cole, Chasen & Jade – Parcel - #009315

Outlot H Lot 12 Sec 32 T2 R8 Hermosa Town

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

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

Shorb, Clifford & Mary – Parcel #015689

Utility Lot 1 in NE4 Sec 30 T2 R8 Hermosa Town

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

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

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

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

Heartland Storage LLC – Parcel #015688

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

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

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

Heartland Storage LLC – Parcel #004136

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

Shorb, Wade & Bridget – Parcel #009285

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

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

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

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

Shorb, Wade & Bridget – Parcel #009286

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

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

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

Shorb, Wade & Bridget – Parcel #009287

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

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

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

Shorb, Wade & Bridget – Parcel #009288

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

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

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

Shorb, Wade & Bridget – Parcel #009289

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

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

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

Shorb, Wade & Bridget – Parcel #9290

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

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

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

Shorb, Wade & Bridget – Parcel #015346

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

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

- should be 351,286

Should be 162,74

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

Shorb, Wade & Bridget – Parcel #015347

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

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

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

Shorb, Wade & Bridget – Parcel #015348

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

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

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

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

Shorb, Wade & Bridget – Parcel #015349

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

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

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

Shorb, Wade & Bridget – Parcel #015350

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

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

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

Shorb, Wade & Bridget – Parcel #015351

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

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

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

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

Vicki Henrichsen, Town Board President

ATTEST:

Gail Boddicker, Finance Officer

Published once at the approximate cost of ___

Custer County

REAL PROPERTY ASSESSMENT LIST

Tue, March 19, 2024 3:21 PM

63-3051-025-0000-000-0-0-00100
 015346 (D) SHORB WADE A & BRIDGET L
 Property: 528 MAIN ST HERMOSA, SD 57744-0000
 Mailing: PO BOX 243
 HERMOSA, SD 57744-0243

Sort: SHORB WADE

Abs Cd: NONE

Full & True:

Tax Dist: 16.1-7-0-0-0-0

Map: Hermosa
 Subdiv: None
 Plat Map: 12 PLATS/710
 Deeded Acres: 0.187
 Ttl Acres: 0.187

Legal: LOT 1R OF TR C OF WARREN TR IN SW4SW4 SEC 29 T2 R8, 0.187 AC, HERMOSA
 S-T-R: -744-00

Filed Date: 12/30/1899

Sale Date: 02/02/2009

Book/Page: 48D/856

Deed Type: WD

Avg Pcl Rating: N/A

Exe Building Value:

NA-D \$16,274
 NA-D1 \$335,012

Exe Land Value:

Yr Blt: 2020

Total \$351,286

Disc \$0

63-3051-025-0000-000-0-0-00200
 015347 (D) SHORB WADE A & BRIDGET L

Property: 5 N 5TH ST HERMOSA, SD 57744-0000
 Mailing: PO BOX 243
 HERMOSA, SD 57744-0243

Sort: SHORB WADE

Abs Cd: NONE

Full & True:

Tax Dist: 16.1-7-0-0-0-0

Map: Hermosa
 Subdiv: None
 Plat Map: 12 PLATS/710
 Deeded Acres: 0.185
 Ttl Acres: 0.185

Legal: LOT 2R OF TR C OF WARREN TR IN SW4SW4 SEC 29 T2 R8, 0.185 AC, HERMOSA
 S-T-R: -744-00

Filed Date: 12/30/1899

Sale Date: 02/02/2009

Book/Page: 48D/856

Deed Type: WD

Avg Pcl Rating: N/A

Exe Building Value:

NA-D \$16,127

Exe Land Value:

Yr Blt: 2020

Total \$16,127

Disc \$0

63-3051-025-0000-000-0-0-00301
 015348 (D) SHORB WADE A & BRIDGET L

Property: 15 N 5TH ST HERMOSA, SD 57744-0000
 Mailing: PO BOX 243
 HERMOSA, SD 57744-0243

Sort: SHORB WADE

Abs Cd: NONE

Full & True:

Tax Dist: 16.1-7-0-0-0-0

Map: Hermosa
 Subdiv: None
 Plat Map: 12 PLATS/710
 Deeded Acres: 0.175
 Ttl Acres: 0.175

Legal: LOT 3E OF TR C OF WARREN TR IN SW4SW4 SEC 29 T2 R8, 0.175 AC, HERMOSA
 S-T-R: -744-00

Filed Date: 12/30/1899

Sale Date: 02/02/2009

Book/Page: 48D/856

Deed Type: WD

Avg Pcl Rating: N/A

Exe Building Value:

NA-D \$15,210
 NA-D1 \$262,818

Exe Land Value:

Yr Blt: 2023

Total \$278,028

Disc \$0

63-3051-025-0000-000-0-0-00302
 015349 (D) SHORB WADE A & BRIDGET L

Property: 532 MAIN ST HERMOSA, SD 57744-0000
 Mailing: PO BOX 243
 HERMOSA, SD 57744-0243

Sort: SHORB WADE

Abs Cd: NONE

Full & True:

Tax Dist: 16.1-7-0-0-0-0

Map: Hermosa
 Subdiv: None
 Plat Map: 12 PLATS/710
 Deeded Acres: 0.175
 Ttl Acres: 0.175

Legal: LOT 3W OF TR C OF WARREN TR IN SW4SW4 SEC 29 T2 R8, 0.175 AC, HERMOSA
 S-T-R: -744-00

Filed Date: 12/30/1899

Sale Date: 02/02/2009

Book/Page: 48D/856

Deed Type: WD

Avg Pcl Rating: N/A

Exe Building Value:

NA-D \$15,198
 NA-D1 \$318,502

Exe Land Value:

Yr Blt: 2019

Total \$333,700

Disc \$0

OBJECTION TO REAL PROPERTY ASSESSMENT
(SDCL 10-11-13 thru SDCL 10-11-42)

County of Custer
TO BE COMPLETED BY PROPERTY OWNER:

APPEAL NUMBERS:
 Off. of Hearing Exam. _____

Assessed in name of: Wade A. + Bridget L. Shorb
 Mailing address: PO Box 243
Hermosa, SD 57744
 Phone No. 605-390-6193

County Brd. of Equal _____
 Local Brd. of Equal _____

Legal description of property being appealed (Include lot, block, addition and city or section, township and range): Lot 1R of TR C of Warren TR in SW4SW4Sec 29 T2 R8 0.187 AC Hermosa 7440005100000100

(USE SEPARATE FORM FOR EACH LEGAL DESCRIPTION - IF BARE AGRICULTURAL LAND - MAY USE PT 17A)

Parcel Number: 015346

I am appealing the property value _____ abstract class _____
 _____ exempt status _____ owner-occupied status _____

Reason(s) for appealing: 23,1370 increase over last year is unsustainable for us.

I believe the correct full and true value of said property on legal assessment date was: \$ 299,560 (total value)
 \$ 9850 land value \$ 289,710 building value

Full amount of insurance carried on structures \$ 225,000

OATH: I do solemnly swear that all statements made herein are to the best of my knowledge, true and correct.

Date 3/14/24 Signature Budget Jubs
 (Taxpayer/Taxpayer Attorney)

TO BE COMPLETED BY LOCAL BOARD OF EQUALIZATION - ACTION BY LOCAL BOARD OF EQUALIZATION:

Abstract Type	No Change to Assessors Value		Changed Classification		Changed Valuation <input checked="" type="checkbox"/>	
	Assessors Value		Local Board		Classification	
	From	To	From	To	From	To
Abstract Type <u>NA-D</u>	\$ <u>16,274</u>	\$ _____	\$ <u>16,274</u>	_____	_____	_____
Abstract Type <u>NA-DI</u>	\$ <u>335,012</u>	\$ _____	\$ <u>318,302</u>	_____	_____	_____
Abstract Type _____	\$ _____	\$ _____	\$ _____	_____	_____	_____
Abstract Type _____	\$ _____	\$ _____	\$ _____	_____	_____	_____
Abstract Type _____	\$ _____	\$ _____	\$ _____	_____	_____	_____

Signature Neil Boddeker
 Jurisdiction Town of Hermosa

TO BE COMPLETED BY DIRECTOR OF EQUALIZATION PRIOR TO COUNTY BOARD OF EQUALIZATION

I, _____ make the following recommendation for the current year on the above stated property:

Abstract Type	Assessors Value		Local Board		Classif.		Assessor's Recommendation	
	From	To	From	To	From	To	Value	Classif
Abstract Type _____	\$ _____	\$ _____	\$ _____	_____	_____	_____	_____	_____
Abstract Type _____	\$ _____	\$ _____	\$ _____	_____	_____	_____	_____	_____
Abstract Type _____	\$ _____	\$ _____	\$ _____	_____	_____	_____	_____	_____
Abstract Type _____	\$ _____	\$ _____	\$ _____	_____	_____	_____	_____	_____
Abstract Type _____	\$ _____	\$ _____	\$ _____	_____	_____	_____	_____	_____

Signature _____

TO BE COMPLETED BY COUNTY BOARD OF EQUALIZATION - FINAL VALUE BY COUNTY BOARD OF EQUALIZATION:

Abstract Type	To	Classification	
		From	To
Abstract Type _____	\$ _____	_____	_____
Abstract Type _____	\$ _____	_____	_____
Abstract Type _____	\$ _____	_____	_____
Abstract Type _____	\$ _____	_____	_____
Abstract Type _____	\$ _____	_____	_____

Signature _____ County Auditor

6C

Terri Cornelison

From: Theodorou, Anthony <ATheodorou@benesch.com>
Sent: Thursday, May 2, 2024 9:39 AM
To: Terri Cornelison
Cc: lmkw2018ins@gmail.com; kelburn.k
Subject: Consulting Agreement - Lagoon Expansion and Discharge Permit (for 5/7 BOT agenda)
Attachments: Hermosa Lagoon Expansion DesignBid and NPDES Permit Application_partially executed.pdf

Hello Terri,

Here is the agreement for the Lagoon Expansion project. I have honored the remaining balance on the KLJ contract to be used to complete the approval process with DANR and apply for a discharge permit for new treatment equipment necessary to acquire a continuous, direct discharge permit into Battle Creek.

I'll be there on 5/7 to answer any questions.

P.S. I will have two more agenda items coming. This is 1 of 3 for the 5/7 meeting.

Thanks,

Anthony Theodorou, PE
Project Manager

atheodorou@benesch.com
direct: 605-910-7095



Check out our
NEW WEBSITE!



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CONSULTING SERVICES AGREEMENT

Table with 2 columns: Client information (Town of Hermosa, Address, Telephone, Client Contact, Client Job No.) and Project information (Project Name, Permit, Project Location, Consultant PM, 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: BY: AUTHORIZED REPRESENTATIVE
ALFRED BENESCH & COMPANY: BY: Anthony Dirks AUTHORIZED REPRESENTATIVE
PRINT NAME: TITLE: Senior Vice President
DATE: May 2, 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.

Engineer's Services

Lagoon Expansion and Discharge Permit Application – 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 Lagoon improvements for which Engineer's services are being provided are to enlarge the existing lagoons to nearly encompass the 12.14 acres owned by the town of Hermosa, as per the previous design by ACES. In establishing the design capacity of the lagoon improvements proposed, we will perform a process model and update design plans to reflect the FEMA CLOMR application that was previously submitted by KLJ Engineering. In addition, we will develop the design report outlining the additional treatment necessary to directly discharge into the Battle Creek, which is critical to ensure the capacity of the lagoons is not breached, requiring pump/haul. An overall map of the two areas is found in Figure 1.

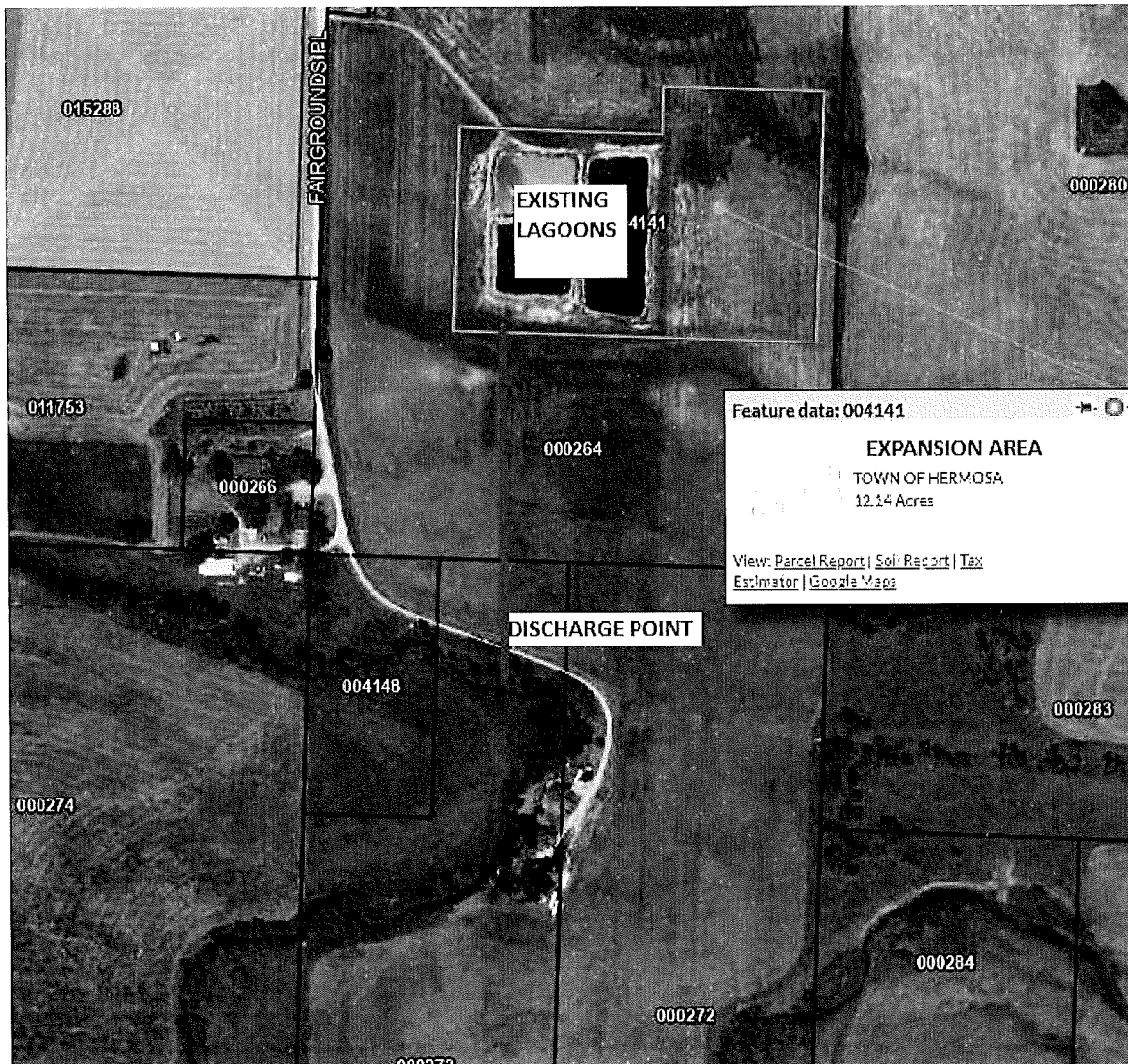


Fig. 1 Lagoon Expansion and Discharge Location Map

Project Understanding:

The services proposed are to support an existing CWSRF Loan project (C461278-03) from the South Dakota DANR estimated at \$500,000 (3.75% interest over 30 years). The lagoon expansion area is 12 acres located to the SE of the Town of Hermosa in Custer County. It needs to be determined if the proposed lagoon will serve the approximately 150 existing homes, half a dozen commercial properties as well as a defined amount of future growth.

The design phase of Lagoon Expansion Improvements and Additional Treatment for Discharge will be composed of the following services:

- Update of the ACES Design Document to reflect our process model findings.
- Update to ACES plans and specifications to reflect the required location and berm heights of the lagoons out of the 100-year and 500-year flood and floodway, respectively.
- Model Scenario with additional treatment equipment to acquire an NPDES discharge permit directly to Battle Creek (all year discharge). Treatment equipment to be modeled is based on the Apple Springs Phase 1 Miranda Dropbox RBC-Ultrafiltration-UV disinfection system or a close equivalent.
- Design Document to support DANR discharge permit application.
- Design Plans and Specifications for additional treatment equipment as modeled and proposed in discharge application.
- Soil erosion control plan and notes.
- Traffic Control guidance
- Coordinate with existing CWSRF loan process in-progress with DANR.
- Opinion of Construction Cost.
- Project front end and technical specifications
- Submittal of 30% and 90% Design plans.
- Two (2) design team meetings with OST & IHS
- Final Plan submittal

We will not know until DANR's review if they will allow one bid for both the Lagoon Expansion and Treatment Upgrades to be let. If separate bids are required by DANR, our contract shall be updated accordingly with additional Engineering fees required per bid phase as well as associated Construction Administration services.

Engineering Fees:

Estimated fees for services:

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

Civil Design Lagoon Expansion = \$12,630.00

Process Design, Plans and Permitting = \$30,425.00

The total amount of \$43,055.00 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. Retaining wall design
4. Storm Water Prevention Plan and Permit
5. Design of off-site improvements
6. Environmental and cultural evaluation and permitting

- 7. Lift station design
- 9. Irrigation and Landscape design
- 10. Site power and road lighting design
- 11. Construction inspection, staking, and materials testing
- 12. Sanitary collection system design
- 13. Bid Phase Services

Project Schedule:

It is anticipated that the design will commence in May 2024, and the design will be completed by October 31, 2024. The bid phase 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 *Project Management (not included)*

A1.01 *Survey Phase (not included)*

A. Owner Responsibilities:

- 1. Provide known owned utility locations.
- 2. Furnish previously completed preliminary ground survey of Lagoon Expansion 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

A1.02 *Preliminary Design Phase*

- A. Phase Description: Using both geotechnical data and the topographic survey data and imagery provided by the Owner, preliminary treatment system design will be undertaken.
- B. Engineer will: Develop a process model of the lagoon and treatment system within the project. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project. The criteria will consist of average day demands, peak day demands and any influent characterization to the system.
- C. Deliverables: (2) review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any approved/amended Survey Phase deliverables.

- D. Owner's Responsibilities: Topographic survey Data. Geotechnical Reports. Laboratory testing of the sanitary influent and lagoon effluent sufficient for influent characterization. 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 documents. 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.

A1.03 *Environmental & Floodplain Phase (not included)*

- A. Owner's Responsibilities: FEMA CLOMR HEC-RAS model and application documents.

A1.04 *Final Design Phase*

- A. Phase Description: After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other Preliminary Design Phase deliverables, subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project.
- B. Engineer will: Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
- C. Deliverables: (2) copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.
- D. Owner's Responsibilities: It will be important to take into consideration the maintenance procedures necessary for the proposed design and help the Sewer Department understand those requirements.
Some critical pathways to stay within budget will be how much of the proposed treatment is readily available and affordable and what technologies will be selected for the new infrastructure. 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 prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is one. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.05 *Permitting Phase*

- A. Phase Description:

Assist Owner in completing the DANR review of the Lagoon Expansion for final approval to advertising for and obtaining bids. Prepare a new NPDES discharge permit application (DANR permit review phase of six months, May – October 2024).

- B. Engineer will:

1. Provide information or assistance needed by DANR in the course of permit revision.
- C. Deliverables: Permit Application
- D. Owner's Responsibilities: All permit fees to DANR.
- E. Assumptions: DANR will issue a NPDES permit in early November 2024 to allow for inclusion of the treatment process upgrades in the prime contract for Lagoon Expansion.

A1.06 *Bidding Phase (not included)*

A. Phase Description (provided for future reference only):

Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.

B. Engineer will:

1. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
2. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
3. Consult with Owner as to the qualifications of prospective contractors.
4. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
5. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work.
6. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
7. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
8. Review bids for contractors who meet the needs of the project regarding wages, bonds and insurances and the use of American Steel, etc.

C. Deliverables: Bid Tabulation, Recommendation for Award to Owner.

- D. Owner's Responsibilities: Advertisement of Bid and all related publishment cost. The Owner's Staff shall conduct the Bid opening at the Owner's location with the Engineer present to record the results only. Award shall be made by the Owner based on recommendations from the Engineer.
- E. Assumptions: The bid will have enough bidders participate. If at least one bidder participates in the bid, the Owner will reserve the right to select that bidder or advise on additional services required to rebid to acquire sufficient bidders.

6D

Terri Cornelison

From: Theodorou, Anthony <ATheodorou@benesch.com>
Sent: Thursday, May 2, 2024 12:47 PM
To: Terri Cornelison
Cc: Imkw2018ins@gmail.com; kelburn.k; Donna Ferguson
Subject: For 5/7 BOT agenda - Disinfection Chemicals for Lagoon
Attachments: Hermosa Lagoon Treatment Hawkins Quote.pdf; PAA Line card 9.22.23-V3.pdf

Terri,

Here is my 2nd item for the 5/7 agenda. In coordination with Chuck and Midcontinent labs and with help from Linda and Kal on the Lagoon committee, we have come up with the following recommendation for the board.

The most practical and immediate solution to disinfect our Lagoon water for irrigation (and meet our DANR permit requirements) is to use a chemical called Peracetic Acid (PAA for short). The benefit is there are no harmful byproducts produced like Chlorine has and it can disinfect the very murky and algae-laden lagoon water that can't be treated with UV at this stage. The PAA breaks down into water and vinegar during the process.

I have gotten a written correspondence from Kyle Doerr on this and if the board approves, he will require me to provide a facility plan for how it will disinfect (time it takes to kill e.coli) and the fact sheet for the product you select.

I've provided two choices of concentration and two choices of pump to administer the chemical.

My recommendation is to go with the 22% concentration, which reduces the materials handling and one 55 gallon drum will disinfect about 4 MG. Bigger 300 gallon totes are available.

Cost: \$1,052 plus freight.

I would also recommend the better pump, with analog signal capabilities,

Cost: \$1,380.00 plus freight.

For a total cost of \$2,432.00 plus shipping cost.

After the first 4 million gallons is treated and land applied, we should bring an update back to the board on how things went for decisions on future purchase of chemical.

Thanks,

Anthony Theodorou, PE
Project Manager

atheodorou@benesch.com
direct: 605-910-7095



Check out our
NEW WEBSITE!



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WATER TREATMENT GROUP

May 2, 2024

Hawkins, Inc.
11810 Sturgis Road
Black Hawk, SD 57718
Phone: (605) 787-6881
Fax: (605) 787-6882



Town of Hermosa
Attn. Chuck Ferguson
230 Main Street
Hermosa, SD 57744

Here is the pricing on the peracetic acid and Stenner pump we discussed.

Option 1: 58595 - Peragreen WW 15% \$791.00/drum (Disinfects 2,750,000 gallons)
500 LB DR
Vendor Drum

55290 - Peragreen WW 15% \$3835.00/tote (Disinfects 15,000,000 gallons)
2841 LB TO (Peracetic Acid)
Vendor Tote

OR

Option 2: 63126 - Peragreen 22WW \$1052.00/drum (Disinfects 4,125,000 gallons)
470 LB DR
Vendor Drum

44814 - Peragreen 22WW \$3993.00/tote (Disinfects 22,500,000 gallons)
2995 LB TO
Vendor Tote

Pumps:

60996 - S3V02AA101N Var Pump \$1240.00ea
17GPD 120v/60Hz 1/4" W

OR

61552 - S420 Series Pump \$1380.00ea (Has Input/Output capabilities for automated run)
S3402AA101N

Freight : \$760.00 Via Estes

Thanks for the opportunity!

Don Kahler

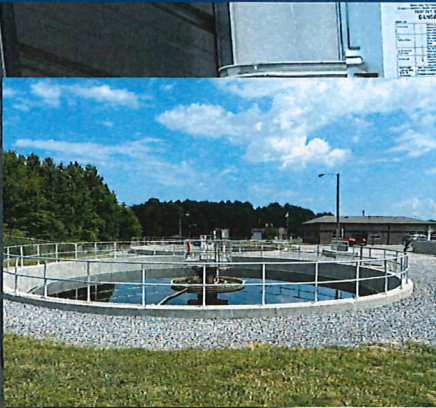
Cell# (605)641-4162

don.kahler@hawkinsinc.com



Peracetic Acid (PAA)

*Environmentally Friendly, Low Impact,
Municipal Wastewater Disinfection*



Peracetic Acid (PAA) Benefits

- Extremely strong oxidant and disinfectant for wastewater
- More potent oxidizer than chlorine 15%-22% strength liquid (15% PAA is 10x stronger than Chlorine)
- Does not form disinfection by-products or halogenated compounds (THM's)
- Can reduce chemical cost when compared with chlorination and de-chlorination
- Effective over a wide pH range (6.5-8.5)
- Does not contribute to TDS/TSS or conductivity
- Fast acting and no residual in wastewater to neutralize
- PAA breaks down to H₂O and vinegar
- Needs no neutralizer or de-chlorination

Hawkins Water Treatment

800.328.5460 • www.hawkinsinc.com • email: wtg@hawkinsinc.com

Peracetic Acid (PAA) Turn Key System: Equipment Installation, Local Chemical Deliveries, and Ongoing Service

Peracetic Acid (PAA) is a strong oxidant and disinfectant. It's a proven chlorine replacement, with oxidation potential higher than that of chlorine or chlorine dioxide. In wastewater treatment its an environmentally friendly option because PAA decomposes into biodegradable components. It produces only water, oxygen and very biodegradable acetic acid and has no environmentally harmful substances. **Does not produce trihalomethanes/ THMs.** (Can pass fish toxicity tests, showing no harm to aquatic life.)

This fast reaction time that leaves no harmful by-products makes it a great alternative to chlorine, sodium hypochlorite and chlorine dioxide or as a secondary disinfectant in wastewater treatment.

PAA can be used for the disinfection of all types of wastewater applications, including primary, secondary, tertiary, and bypass flows. PAA can also be used in conjunction with UV disinfection. PAA blends with wastewater the same way chlorine does, making it easy to transition from one chemical to another.

Hawkins offers PAA wastewater treatment programs tailored to your specific needs:

1. Performing background water chemistry analysis and system review to ensure PAA will work effectively with your system.
2. Provide as needed storage tanks or totes, chemical feed equipment, pumps, piping etc.
3. On-site chemical delivery by local branch office.
4. Technical service: laboratory or field testing to optimize PAA performance.
5. Begin program, monitor and achieve compliance.
6. Evaluate system, make any necessary changes, collect data.
7. Continue to monitor and adjust chemical usage accordingly for maximum effectiveness.

Additional industries that use Peracetic Acid (PAA) include: Food and Beverage, Industrial and Municipal Drinking Water Treatment NSF approved.

Local Service and Delivery





Terri Cornelison

From: Theodorou, Anthony <ATheodorou@benesch.com>
Sent: Friday, May 3, 2024 11:26 AM
To: Terri Cornelison
Cc: Vick Henrichsen
Subject: 3/3 Agenda Item for BOT - 5/7
Attachments: Hermosa Comp Plan TIF Rate Study_partially executed.pdf

Hello Terri,

Here is my third and final item for the 5/7 BOT agenda.

My proposal has three parts:

1. Rates

We will be proposing to perform a rate analysis for our sewer fund in the lead up to the SRF loan closing and any private financing from Apple Springs for additional treatment equipment for the Lagoon system to get a discharge permit. This will be crucial for the bond counsel and municipal financial advisors to ensure we will have enough revenue to pay back the debts. It can also help in negotiating terms with the private financing.

2. Comp Plan

The comp plan and public engagement will establish how we can leverage taxes and rates to pay back the debt given our increase in sewer capacity with the upgrades to the Lagoon. This is crucial to identify where a tax increment financing district would be placed.

3. TIF - The third part is to create that district and have it ready for implementation by legal counsel and the board.

We would like to get to some light at the end of the tunnel and I wouldn't feel right leading the town into debt without also helping them plan a way out of it.

Thanks,

Anthony Theodorou, PE
Project Manager

atheodorou@benesch.com
direct: 605-910-7095



CONSULTING SERVICES AGREEMENT

Table with 2 columns: Client Information and Project Information. Rows include Client Name (Town of Hermosa), Address (PO Box 298, 230 Main Street, Hermosa, SD 57744), Telephone ((605) 255-4291), Project Name (Comprehensive Plan, TIF district & Rate Management), Project Location (Hermosa, SD), Client Contact (Vicki L. Henrichsen, President), and Consultant PM (Anthony L. Theodorou PE).

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):

- Provide a Comprehensive Plan update to the local government documents that regulate development. Update Master Plan land use and zoning maps. Ensure the Town's built form and economic development are understandable, sustainable and resilient.
- Develop a Tax increment Financing district identified in the new plan that will benefit from increased sewer capacity from proposed upgrades and prepare the necessary TIF for legal counsel. Implement a Sewer Fund Rate Management System.

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: \$39,500.00.
- 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: Anthony Dirks
AUTHORIZED REPRESENTATIVE

PRINT NAME: _____

PRINT NAME: Anthony Dirks

TITLE: _____

TITLE: Senior Vice President

DATE: _____, 20_____

DATE: May 2, 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.

Engineer's Services

Comprehensive Plan, Tax Increment District and Rate Methodology – 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 is located on the northern edge of Custer County, South Dakota and has a population of 382 (2020 census). Originally developed by the FE&MV railroad and platted in 1886, the town is 18 miles south of Rapid City on the Heartland Expressway (SD 79) at a junction of roads leading to Mt. Rushmore National Monument, Custer State Park and the western edge of the Badlands National Park.



Fig. 1 Hermosa Aerial Map

Project Understanding

The main reason a community would update its comprehensive plan is that South Dakota Statutes require it to do so periodically (Chapter 11-6 of South Dakota Codified Law, SDCL Section 11-6-14). However, there are many other reasons to update the plan. The demographics and behaviors of Western South Dakota's population have changed over time, especially after the COVID-19 pandemic. Attitudes have changed regarding long distance commuting. Online retail and services, dining, and other entertainment choices have changed, as well as housing preferences. Over time, many have decided that compact living is worthwhile and daily needs should be 15 minutes away, be it by walking, biking, riding, or driving to that destination. Lastly, our technology and methods of collecting and using data have changed dramatically. An example of this is the FEMA flood insurance rate maps, which have a direct impact on our built environment and our household and municipal budgets. Local government documents that regulate development have not kept up with the pace of these changes and typically lack the flexibility to adapt over time. Accommodating this into the plan is essential for ensuring the Town's built form and economic engines are sustainable and resilient. Making the new plan easy to read and administer also contributes to the resiliency of the organization. Additionally, the subdivision and zoning codes should be consistent with the adopted comprehensive plan. Suggested changes to the codes may be identified during the drafting of the comprehensive plan. However, a review and recodification of the codes is not part of this project.

The lagoon expansion located to the SE of the Town of Hermosa in Custer County will serve approximately 150 existing homes, half a dozen commercial properties as well as a defined amount of future growth. A new comprehensive plan, tax increment financing district and a new utility rate methodology must be developed to capitalized on the new sewer capacity and assist the town in paying back the debts that have been incurred to meet the needs of future growth.

Approach to Performing the Required Services

Our overall scope will follow this general outline:

- Project Kick-off
- Data Collection and Market and Plan Audit.
- Public Involvement and Engagement
- Draft the Plan and Code.
- Project Management for a Tax Increment Financing District.
- Coordination in the on-boarding of the Rate Methodology program.

Our Deliverables can be summarized as:

- Draft Comprehensive Plan.
- Final Drafts of Tax Increment Financing District
- All regulatory maps required by South Dakota Statutes.
- Presentation of the final rate study, Comp Plan and TIF to the Town board

The Town did not establish a timeline for the rate methodology and comprehensive plan; however, the town is preparing to close on an SRF loan of \$500,000 and a potential private financing agreement for additional treatment plant equipment. It would be imperative to have a rate methodology in place prior to the closing (or in conjunction with) of any loan or financing agreement, to ensure the debt will be serviced for its entire term.

The last comprehensive plan was prepared in 2009 and updated in 2018. Comprehensive plans are typically updated every 5-10 years, depending on the developments in the town, which major infrastructure developments triggering the need for a new plan or amendment to the existing plan. If the rate methodology study (referenced above) determines a gap in the servicing of debt, the Tax Increment Financing (TIF) district developed by the new comprehensive plan will provide options for the town board to remedy the gap in funding and continue to guarantee a "readiness-to-serve" for the sewer utility. Thus,

the Comprehensive Plan and TIF should be undertaken concurrently with the rate methodology study and presented in Rate Committee.

Engineering Fees:

Estimated fees for services:

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

Comprehensive Plan = \$22,500.00

Public Engagement and Meetings = \$5,500.00

Tax Increment Financing district development = \$6,000.00

Rate Methodology Model = \$5,500.00

The total amount of \$39,500.00 does not include state and local sales tax, as applicable.

Rate Model Annual Maintenance

**An annual maintenance fee of \$3,000 will be required to keep the model of the sewer fund and \$2,000 to maintain the water fund, after the initial on-boarding, review and use in the Town board. This cost can be built into the rate methodology and paid for as O&M user fees in each fund in the on-boarding process.*

Services not Included:

The following services are not included in this proposal:

1. Legal fees associated with the TIF.
2. State and Local sales tax, permitting, filing and submittal fees
3. Environmental and cultural evaluation evaluations
4. Municipal Financial Advising

Project Schedule:

It is anticipated that the project will commence in May 2024, and the be completed by December 1, 2024.

Parties:

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

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

Scope of Services:

Engineer’s scope includes the following tasks:

Owner Responsibilities:

1. 2-years of audits.
2. 3 years of revenue and expenditure reports
3. 2024-2025 Budget.
4. Maps of Water and Sewer systems
5. Capital Improvement Plans, 5-year and 20-year plans

It will be important to take into consideration the property tax breakdown, current millages, and other revenue generation mechanisms. The owner will work with the consultant to compile the necessary data for evaluation.

Deliverables:

1. Summary of public meetings and data collection
2. Presentations for final drafts
3. Draft plans/ordinances, legal ads, letters to reviewing agencies and responses.
4. Final Drafts of updated Comprehensive Plan and LDC.

Town of Hermosa

7A

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

MANUFACTURED HOME MOVING PERMIT APPLICATION

DATE 4-26-24

PERMIT # 2024-15

Application Fee - \$85.00	Receipt # <u>679508</u> Cash <input checked="" type="checkbox"/>	Check # _____	Amount <u>8500</u>
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I, Tell Laylajnen (print), OWNER, having complied with all provisions of Hermosa Ordinance 153 and having secured the services of TBD - Centennial Homes, who is/will be registered with the Town of Hermosa as a licensed building and structure mover, am hereby requesting permission to move a structure or mobile/manufactured/modular home from its existing location in the City/Town of _____, _____ County, _____ (State) to a new location in the Town of Hermosa, Custer County, SD on the _____ day of _____, 20____.

The route to be taken during this move is as follows: _____

I notified the Hermosa Town Maintenance Supervisor of this move on ___/___/20____. TBD
I notified the SD Highway Patrol of this move on ___/___/20____.

The move is to be completed by ___/___/20____.
New - 28 x 56 - *Asking for exception - 14 ft. for rear setback*

Mobile home serial number: _____ Tax Decal Number: _____
Make: _____ Model: _____
Year Manufactured: _____ Seller: _____
Cost: _____ Lienholder: _____

I hereby certify that the information that I have provided is correct and that **I have attached a copy of a receipt showing that current taxes have been paid in full.**

OWNER Signature _____ Phone # _____ Date _____
Email: _____

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

Parcel # 01123 OFFICE USE ONLY

<p>PLANNING AND ZONING COMMISSION <input type="checkbox"/> Approved <input type="checkbox"/> Denied</p> <p>NAME: _____ TITLE: _____ SIGNATURE: _____ DATE: _____ APPLICATION FEE: <u>\$85.00</u> DATE PAID: _____</p>	<p>HERMOSA BOARD OF TRUSTEES <input type="checkbox"/> Approved <input type="checkbox"/> Denied</p> <p>NAME: _____ TITLE: _____ SIGNATURE: _____ DATE: _____ DATE PERMIT ISSUED: _____</p>
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Town of Hermosa

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

DEALER DISCLOSURE FORM FOR MANUFACTURED HOMES

NOTICE: The intent of this disclosure form is to determine if the new manufactured/mobile home in discussion is pursuant to the most current recorded version of the Mobile Home Ordinance 153, and its proposed placement location is within an applicably zoned lot within a mobile home park that is in active compliance with Section 153.02 of the Mobile Home Ordinance 153, and THEREFORE may qualify for immediate placement approval; thereby avoiding unnecessary litigations.

MANUFACTURER:	_____
MODEL:	_____ YEAR: _____
SERIAL NUMBER:	_____ SIZE: _____

AUTHORIZED DEALER:	_____ (Company Name)	_____ (phone)		
DEALER'S ADDRESS:	_____ (street)	_____ (city)	_____ (state)	_____ (zip code)
DATE INSPECTED:	_____	INSPECTED BY:	_____	
SIGNATURE:	_____	DATE:	_____	

PURCHASER'S NAME:	_____ (First)	_____ (Last)			
CO-PURCHASER:	_____ (First)	_____ (Last)			
ADDRESS:	_____ (street)	_____ (mailing)	_____ (city)	_____ (state)	_____ (zip)
PHONE NUMBERS:	_____ (Day)	_____ (Evening)			

NEW LOCATION OF HOME:	<u>13 west court</u>
	(Physical Address only) (Please include lot number if applicable)

I have read and understand the notice provided within this statement, and certify the information provided within the Dealer's Disclosure statement and the Property Condition Statements to be valid and just.

Signature _____ Date _____

Pursuant to Ordinance 153.99 Any person, firm, association, or corporation who violates, disobeys, omits, neglects, or refuses to comply with, or resists the enforcement of, any of the provisions of this Ordinance shall, upon conviction thereof, be subject to a fine of one hundred dollars (\$100.00) together in addition to the cost of the enforcement action, including but not limited to reasonable attorney fees, expert fees, and inspector fees; each day violation shall constitute a separate offense. Compliance therewith may also be enforced by injunctive order at the suit of the petitioner or the owner of real estate within the district affected by the regulation of this Ordinance.

Town of Hermosa

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PLEASE PROVIDE PICTURES OF TRAILER (ALL SIDES)

	PROPERTY CONDITION STATEMENTS	YES	NO	UNABLE TO DETERMINE	REPAIRS MADE (if applicable)
1	Is there currently any damage and/or defects in the roof?				
2	Is there currently any damage and/or defects in the frame?				
3	Is there currently any damage and/or defects to the siding?				
4	Is there currently any damage and/or defects to the skirting?				
5	Is there currently any damage and/or defects to the interior walls?				
6	Is there currently any damage and/or defects to the exterior walls?				
7	Is there currently any damage and/or defects to the interior doors?				
8	Is there currently any damage and/or defects to the exterior doors?				
9	Is there currently any damage and/or defects to the windows?				
10	Is there currently any damage and/or defects to the ceiling?				
11	Is there currently any damage and/or defects to the flooring?				
12	Is there currently any damage and/or defects in the electrical system?				
13	Is there currently any damage and/or defects in the plumbing system?				
14	Is there currently any damage and/or defects in the heating system?				
15	Is there currently any damage and/or defects in the cooling system?				
16	Has the home ever been lived in?				
17	Is the siding all the same color?				
18	Is the skirting and/or trim, shutters, etc. all the same color? (if applicable)				
19	Are all the shingles the same color? (if applicable)				
20	Is the color of the home of an earth tone or considered conservative?				
21	Is the home currently habitable?				

Additional Information: Explanation of "YES" responses to questions 1-16, and explanation of "NO" responses to questions 17-21 of the above.

Pursuant to Ordinance 153.99 Any person, firm, association, or corporation who violates, disobeys, omits, neglects, or refuses to comply with, or resists the enforcement of, any of the provisions of this Ordinance shall, upon conviction thereof, be subject to a fine of one hundred dollars (\$100.00) together in addition to the cost of the enforcement action, including but not limited to reasonable attorney fees, expert fees, and inspector fees; each day violation shall constitute a sperate offense. Compliance therewith may also be enforced by injunctive order at the suit of the petitioner or the owner of real estate within the district affected by the regulation of this Ordinance.

STRUCTURE, MINOR. A structure with a finished value of less than \$1,000; or a detached structure used for storage, playhouse or similar usage which does not exceed 160 square feet in area; or a fence not over six feet high; or a retaining wall not over four feet high; or an attached deck not over 160 square feet in area and not more than 30 inches above grade; or a platform walkway or driveway not over 30 inches above grade; or a window awning supported by an exterior wall and not extending more than 54 inches from the exterior wall.

SUBDIVIDER. The person(s), firm(s) or corporation(s), owning land and in the process of creating a subdivision of the land.

SUBDIVISION. The division of any tract or parcel of land by plat or other means into one or more lots, sites or other divisions thereof, normally for the purpose of resale as a residential, commercial or industrial property.

SUBDIVISION, HIGH-DENSITY. A subdivision created by division of land into one or more tracts(s), of which any lot, tract or parcel contains less than two acres.

SUBDIVISION, LOW-DENSITY. A subdivision created by division of land into one or more tract(s), all of which contain five or more acres.

SUBDIVISION, MEDIUM-DENSITY. A subdivision created by division of land into one or more tract(s), of which any lot, tract or parcel contains two or more acres, but less than five acres.

SUPPLEMENTAL MATERIALS. Those plans, reports, narratives, designs, requirements, agreements, covenants and other materials necessary for the development of a subdivision. These include, but are not limited to, those items listed in § 154.22.

VARIANCE.

(1) A specific exception, granted by the governing body, to the terms of this chapter where the deviation will not be contrary to the public interest and will be granted due to circumstances peculiar to this property.

(2) A **VARIANCE** shall not be granted if the issuance violates the intent and spirit of this chapter.

(Ord. 10.9, passed --2005)

§ 154.03 SECTION LINE HIGHWAYS.

Any resident or landowner within the jurisdiction of the town desiring to have a section line highway developed or improved must petition the Board of County Commissioners to that end.

(Ord. 10.9, passed --2005)

§ 154.04 MOBILE HOME COURTS.

All mobile home courts must meet the requirements of Chapter 153.

(Ord. 10.9, passed --2005)

§ 154.05 BUILDING AND GRADING PERMITS.

(A) Building permits are required in the town for any of the following:

- (1) Construction of all major structures;
- (2) Additions made to any major structure;
- (3) Major structures that are to be moved from one parcel to another;

N

Front

100 ft

20 Ft

52'

90 ft

E

56 ft

10 ft

28

14ft

Carport to be moved
13x45'

10'

5'

Lot - 9,000 sq. ft.
 Mobile Home - 1568
 Carport - 585
2,153 sq ft. S

19.38% of lot coverage

Town of Hermosa

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 R1

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

DATE 4-26-24

DIGGING/GRADING PERMIT

PERMIT # 2024-15

Receipt # 679508 Cash _____ Check # _____ Amount 500⁰⁰ (\$50.00) up to 100CY
\$20.00 each additional 100 CY

Name Tell Laukainen Lot Address 13 West Court Hermosa
Mailing Address Po box 102 Hermosa Email tellx100@gmail.com
Legal Description _____
Telephone # 208-755-7964 Cellphone # _____
*Contractor Anco Phone# 605-321-0306

***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? _____

If yes, have ordinance requirements been met? _____

Will drainage patterns be altered? _____

Will grading operation take place in a geologically hazardous area? _____

If yes, have proper precautions been taken? _____

Quantity of Grading or Excavation: 20 Cubic Yards Area to be disturbed by proposed work: 0.206 acres.

Identify types of erosion control to be applied: Block wall

Source/Destination of materials: Material on site Not sure

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

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.

Tell Laukainen

4-26-24

Signature

Date

PLANNING 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 # D11123 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 4-26-24

PERMIT # 2024-15

Receipt # <u>679508</u>	Cash <input checked="" type="checkbox"/>	Check # _____	Amount <u>25.00</u>
-------------------------	--	---------------	---------------------

NAME (STRUCTURE OWNER) Tell Lantainey PHONE: 208-755-7964
 CONTACT ADDRESS: 24681 Oystercreek TRL Hermosa
 ADDRESS OF PROJECT/RELOCATION: 13 West Court Hermosa
 LEGAL DESCRIPTION: _____

CONTRACTOR NAME: ANCO underground PHONE: 605-321-0306
 CONTACT NAME: Leland
 ADDRESS: 7020 Inffy drive Suit 2 black hawk SD

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

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

DESCRIPTION OF PROJECT: Bring ~~and~~ utility's into the property

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 TBD!
 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.

Tell Lantainey 4-26-24
 Signature of Applicant Date

Parcel # 011123 OFFICE USE ONLY

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

Town of Hermosa

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

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

Email: town@hermosasd.com

MUNICIPAL WATER CONNECTION APPLICATION

DATE 4-26-24

PERMIT # 2024-16

Receipt # 679508 Cash Check # _____ Amount 5000 (\$50.00)

1" pipe Residential - \$1,000
1 1/2" pipe Residential - \$1,000
2" pipe Residential - \$1,250

1" pipe Commercial - \$2,000
1 1/2" pipe Commercial - \$2,000 (+) 375.00
2" pipe Commercial - \$2,500

Property Owner Tell Laylainen
Daytime Phone 208 755 7964 Evening Phone _____
Mailing Address PO box 602 Hermosa
Email tellxr00@gmail.com
Connection Address 13 West Court Hermosa
Legal Description Residential
Contractor Anco underground

***ALL CONTRACTORS MUST OBTAIN A CONTRACTOR'S LICENSE FROM THE TOWN OF HERMOSA**

Size of Tap 1" Commercial _____ Residential yes
Size and type of pipe and other supplies _____

If crossing roadway, will the connection be: Bored _____ Cut _____

Plumbing must be inspected by either the authorized agent of the Town of Hermosa or the South Dakota State Plumbing Inspector before any backfilling can be done. A 48-hour notice must be given for this inspection. A dual backflow preventor, water meter (obtained from Town Office), and ball valve must be installed prior to water supply being activated.

APPLICATION MUST BE APPROVED BY THE HERMOSA BOARD OF TRUSTEES PRIOR TO TAP BEING MADE.

By signing below, I acknowledge that I have read and understand all requirements for obtaining water service in the Town of Hermosa.

Tell Simon
Signature of Applicant

4-26-24
Date

Parcel # 01123
OFFICE USE

PLANNING AND ZONING COMMISSION

Approved Denied

NAME: _____
TITLE: _____
SIGNATURE: _____
DATE: _____
APPLICATION FEE \$50.00 BALANCE DUE: _____

HERMOSA BOARD OF TRUSTEES

Approved Denied

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

Town of Hermosa

PO Box 298 • 234 Main Street • Hermosa, SD 57744
Phone (605) 255-4291 • Fax (605) 255-4094
Email: town@hermosasd.com

MUNICIPAL WASTEWATER CONNECTION APPLICATION

DATE 4-26-24

PERMIT # 2024-15

Receipt # <u>679508</u>	Cash <input checked="" type="checkbox"/> Check # _____	Amount <u>50.00</u>
Sewer Tap Application Fee \$50.00 - Nonrefundable		<u>Previous fee schedule - already plotted.</u> <u>(+) 600.00</u>

Residential Sewer - \$1,000
Commercial Sewer - \$2,000

Property Owner Tell Laylainen
Daytime Phone 208-755-7964 Evening Phone _____
Mailing Address Po box 102 Hermosa SD 57744
Email tellxr100@gmail.com

Connection Address 13 west court Hermosa
Legal Description Residential

Contractor Anco Underground - Hermosa License 2024-18
***All Contractors must obtain Contractor's license from Hermosa**

Address 7020 infinity drive Phone # 605-321-0306

Size of Tap _____ Commercial _____ Residential yes

Size and type of pipe and other supplies _____

If crossing roadway, will the connection be: Bored _____ Cut _____

Plumbing must be inspected by either the authorized agent of the Town of Hermosa or the South Dakota State Plumbing Inspector before any backfilling can be done. **48-hour notice must be given for this inspection.**

APPLICATION MUST BE APPROVED BY THE BOARD OF TRUSTEES PRIOR TO THE TAP BEING MADE.

By signing below, I acknowledge that I have read and understand all requirements for obtaining water service in the Town of Hermosa.

Tell Laylainen
Signature of Applicant

4-26-24
Date

Parcel #
011123
OFFICE USE ONLY

PLANNING AND ZONING <input type="checkbox"/> Approved <input type="checkbox"/> Denied
NAME: _____ TITLE: _____ SIGNATURE: _____ DATE: _____ APPLICATION FEE <u>\$50.00</u> BALANCE DUE: _____

HERMOSA BOARD OF TRUSTEES <input type="checkbox"/> Approved <input type="checkbox"/> Denied
NAME: _____ TITLE: _____ SIGNATURE: _____ DATE: _____ DATE PERMIT ISSUED: _____

Grading / Digging Permit + Review (If Required)	35.00	
Single Residential Review by Engineer	At Cost	
Commercial Review by Engineer	At Cost	
Subdivision Review by Engineer	At Cost	

Inspection Services by Town Engineer		
Residential	At Cost	
Commercial	At Cost	
Deposit Requirement for Non-compliance Inspection	At Cost	
* non-compliance work billed at engineer's hourly rate	90.00	(up to \$165 ph)

Plat/Subdivision Application + Review (If Required)		
Application Permit	75.00	
Professional Review-Single/Multiple Lots (Prelim. & Final)	At Cost	
Sewer Tap Fees:		
<i>Non-refundable</i> SEWER TAP APPLICATION	50.00	
Residential	600.00	New 2021 1000.00
Commercial	850.00	2000.00
Water Tap Fees:		New 2021
3/4" size pipe Residential	250.00	
1" size pipe Residential	375.00	1000.00
1 1/2" size pipe Residential	500.00	1000.00
2" size pipe Residential	750.00	1250.00
3/4" size pipe Commercial	500.00	
1" size pipe Commercial	750.00	2000.00
1 1/2" size pipe Commercial	1,000.00	2000.00
2" size pipe Commercial	1,500.00	2500.00
Utility Rates	0 - 3000 gal.	Per 1000
Residential In-Town Water	21.00	3.75
Residential Out-Town Water	40.00	7.00
Commercial In-Town Water	40.00	3.75
Commercial Out-Town Water	50.00	7.00
Residential In-Town Sewer	21.00	1.25*
Residential Out-Town Sewer	40.00	3.75
Commercial In-Town Sewer	40.00	2.50
Commercial Out-Town Sewer	40.00	4.50
Garbage (per Toter)	19.00	

13 West Court – Parcel 011123



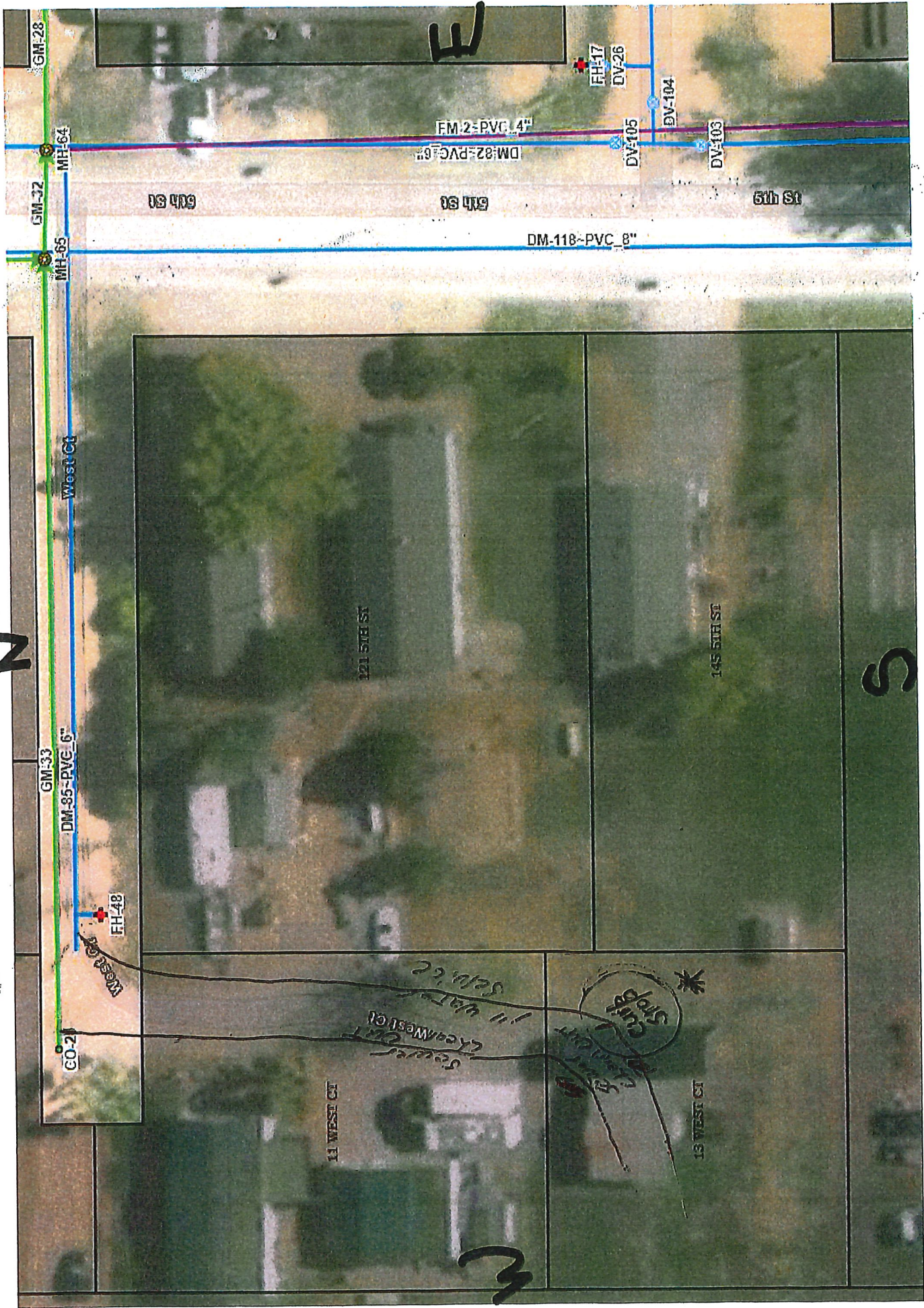
Alternate IDn/a
Class Residential
Acreage 0.206

Owner Address LAULAINEN TELL
PO BOX 102
HERMOSA, SD 57744-0102

16.1-7-0-0-0-0
TR CB OF LOT B OF OUTLOT C IN NW4NW4 SEC 32 T2 R8 0.206 AC
744-00-052-000-002-10

(Note: Not to be used on legal documents)

S



N

S

E

W

GM-28

GM-32

GM-33

GM-37

GM-48

MH-64

MH-65

FH-47

DV-26

DM-118-PVC 8"

DM-82-PVC 6"

DM-95-PVC 6"

FM-2-PVC 4"

6th St

121 5th St

145 5th St

11 WEST CT

15 WEST CT

Club Strip

SEWER OUT
11 WEST CT
11 WEST CT
11 WEST CT

Town of Hermosa

PO Box 298 * 230 Main St. Hermosa, SD

605-255-4291

Email: town@hermosasd.com

Pre-Inspection Form

To be retained in permanent file

Customer Name	Permit #	Date
Tell Loulainen	2024-14	4.26.2024

Site Address	Parcel #
13 West Court	

MUST MEET ALL PERMIT REQUIREMENTS

Inspection

1. Walked site _____
2. Lot measurement 100 X 90 .206 acres
3. Lot usage 19.38 (40%)
4. Suitability of lot for proposed construction yes
 - A. Fill needed Y
 - B. Excavation/Trenching needed Y
5. Utilities properly located on lot Y Curb Stop located on site plan? YES NO *
6. Check for any easements _____
7. Check for Pins or Survey OK
8. Drainage OK
9. Setbacks: 10ft - side 20ft - front Back - 14ft.

Inspection Notes

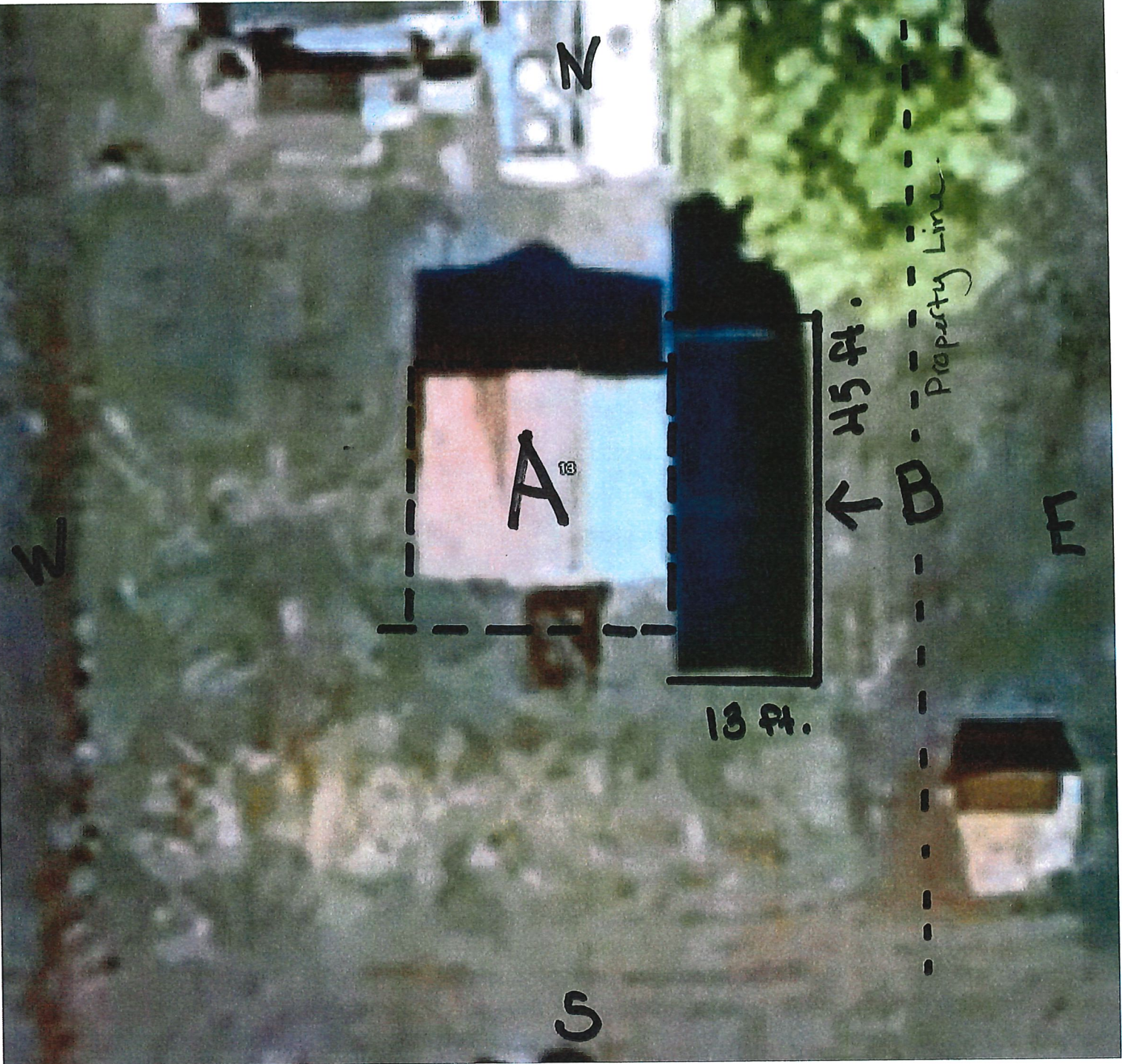
work with PW

Inspectors Signature

Chuck Langston

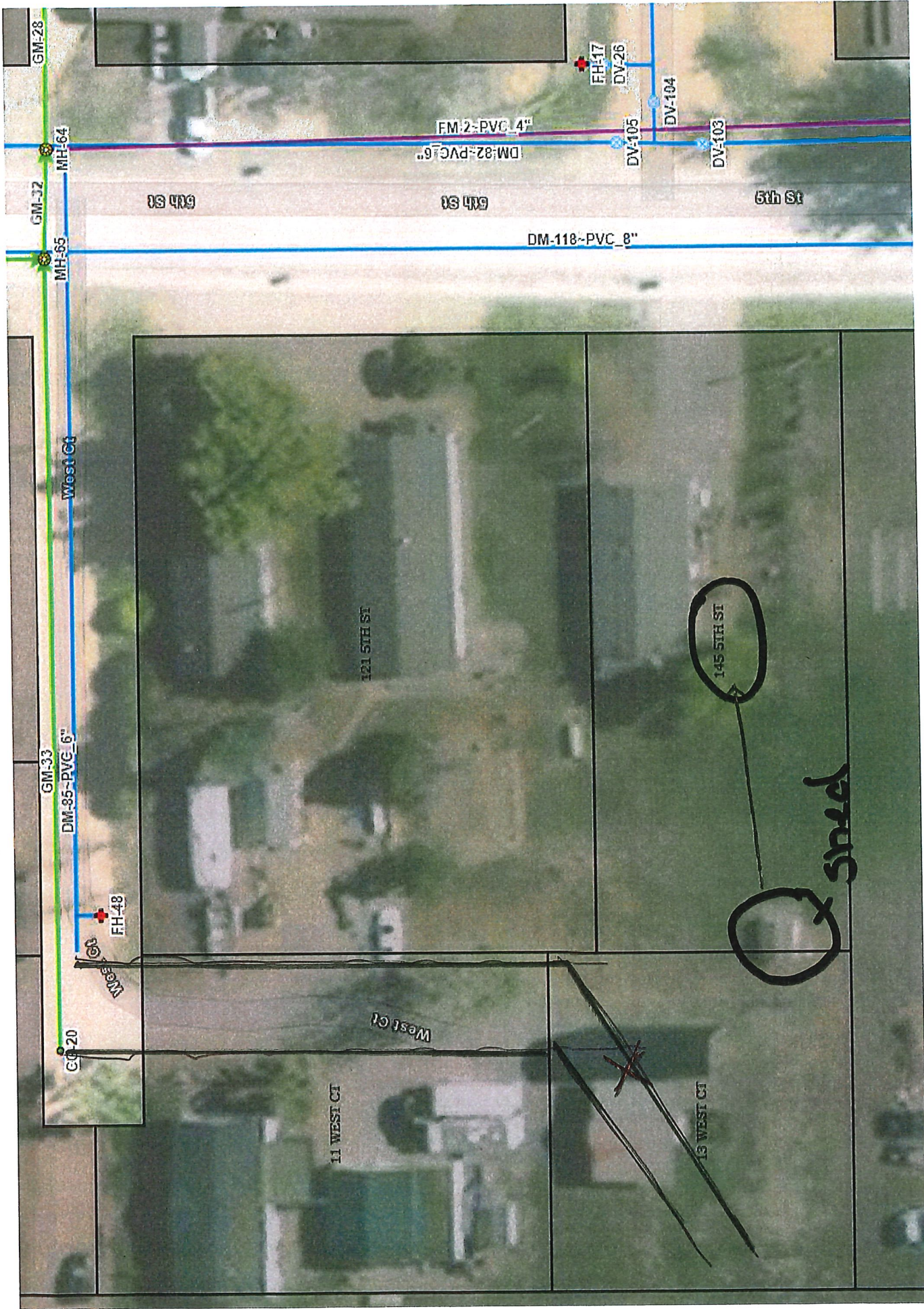
Date

5-3-24



A. This shed has been dismantled and is no longer on the property.

B. 13x 45 Carport will be moved to the southeast corner of lot and will follow required setbacks of 8ft for the side and 5ft for the back.



GM-28

GM-32

GM-33

GM-20

MH-64

MH-55

DM-85-PVC_6"

CC-20

FH-48

DM-82-PVC_6"

FM-2-PVC_4"

FH-17

DV-26

DV-105

DV-104

DV-103

5th St

5th St

5th St

DM-118-PVC_8"

121 5th St

145 5th St

11 WEST CT

West Ct

13 WEST CT

Speed

Town of Hermosa

CK 5646

COPY

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

2024 CONTRACTOR LICENSE APPLICATION

DATE 1-3-2024

Receipt # _____	Cash _____	Check # <u>5640</u>	Amount <u>7500</u> (\$75.00)
-----------------	------------	---------------------	------------------------------

Company Name ANCO Underground

Owner/President Michael Young

Mailing Address 46619 SD Highway 38, Hartford, SD, 57033-6001

Email Mike@AncoHoldings.com

Physical Address Same as above

Phone 605-401-0500 Cell 605 212 6164

Federal Tax Id# 85-1388166

Sewer/Water Contractor State - BXE-E0312-01-974SWC - Dennis Truman
Sewer/Water Contractor Rapid City - CILIC21-0392

Types of Licenses Held By Contractor	License Number
<u>Nebraska Contractors Lic</u>	<u>68560-20</u>
<u>City of Doreless WY Contractors Lic</u>	<u>2024-112</u>
<u>Montana Contractors Lic</u>	<u>257481</u>

Liability Insurance Company Holms Murphy & Assoc. Sioux Falls SD 57109

Commercial License Plate Number PR 50307 DOT# 3447182

*****Proof Of License, Insurance, Workman's Compensation Insurance Must Be On File****

If You Are Contracted By The Town Of Hermosa, You Must List The Town Of Hermosa As Additional Insured

The Above Information Is True and Correct

[Signature]
Contractor Signature

1-3-2024
Date

LICENSE # 2024-18 OFFICE USE

"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)."

Hours of Operation: Monday – Friday; 8:00am—5:00p.m.

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 5.2.2024

PERMIT # 2024-16

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): Ryan + Crystal Strand

Mailing Address: 14575 Tiffany Ct.
Hermosa, SD 57744

Email: Ryan - 605-390-0620

Address of Project: 710 Tenaya St. Farmhouse Vintage + Design

Legal Description: Tiki SUBD - Lot 1 in SE4SE4 SEC 30 T2 R8
Subdivision _____ Block _____ Lot(s) Lot Size 2.001 acres

Description of Work: Operate used car lot on property with 10-20 vehicles.
Office would be located in lower level of building. Requesting
a letter from town as required by the DOR verifying the lot
is in conformance with all applicable zoning and land use ordinances

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.) Lot usage for 10-20 vehicles 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 N/A

Address of Contractor / Person _____

Contact Phone Number of Contractor / Person _____

PLANNING ADMINISTRATOR _____ DATE _____

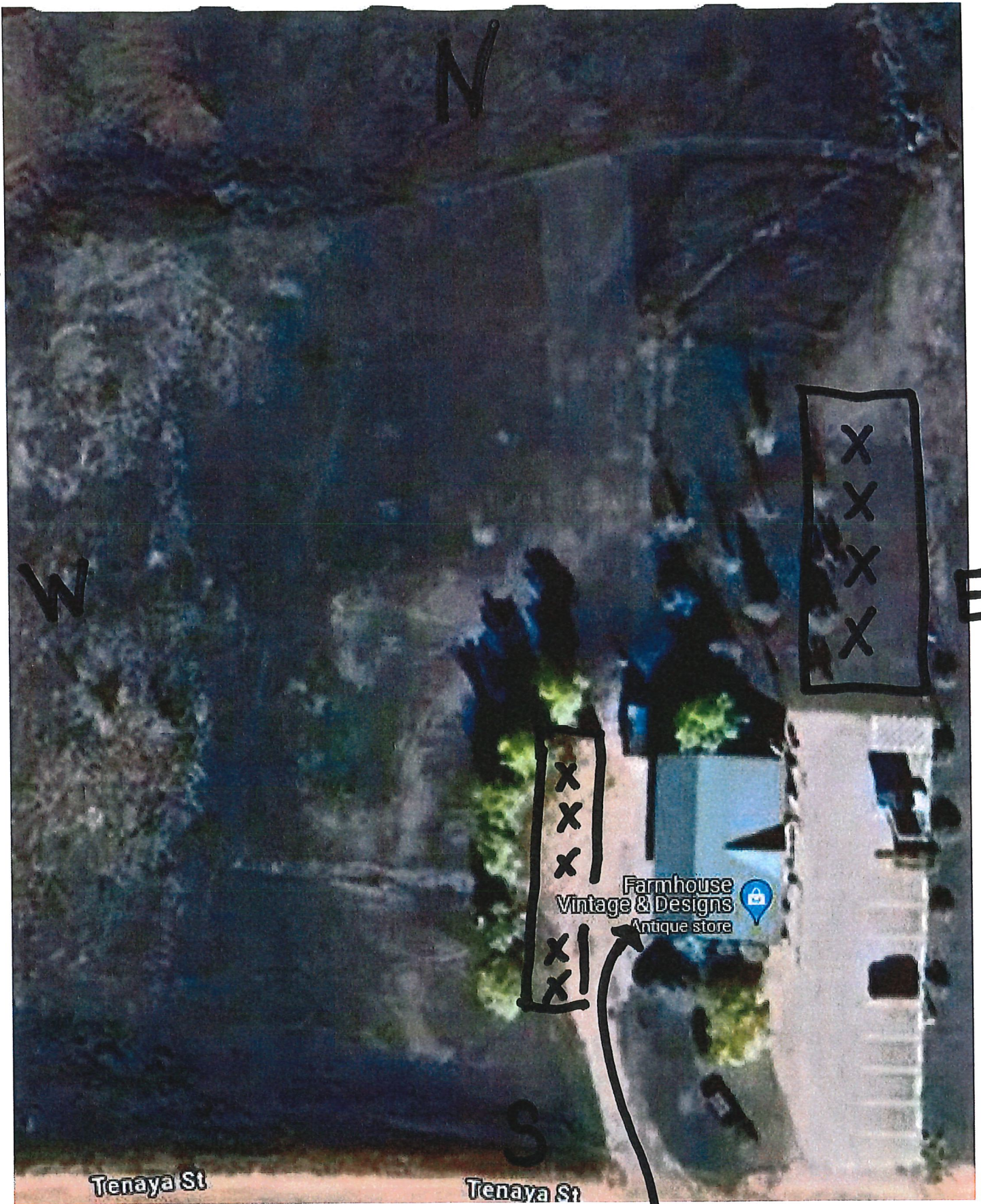
Parcel #
011408
OFFICE USE



Alternate ID n/a
Class Commercial
Acreage 2.001

Owner Address STRAND RYAN & CRYSTAL JTWROS
14575 TIFFANY CT
HERMOSA, SD 57744-6525

Parcel 011408



X Used cars - Office

(A) *General description.* This district is limited to recreational purposes for use by the public.

(B) *Permitted principal and accessory uses and structures.* This shall include, but not be limited to, the following:

- (1) Picnic facilities;
- (2) Playgrounds;
- (3) Athletic fields;
- (4) Rodeo or roping arenas;
- (5) Foot and bike trails;
- (6) Greenways; and
- (7) Associated structures.

(C) *Uses permitted on review:* jails and juvenile detention facilities.

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

§ 155.34 COMMERCIAL DISTRICT (CO).

(A) *General description.* This commercial district is for personal and business services and general business activity. This district is established for the accommodation of those specified retail and business services activities that typically may be located and grouped along a major street or about a major street intersection or highway.

(B) *Uses permitted.* The following uses shall be permitted in the Commercial District:

(1) Retail establishments, including incidental manufacturing of goods for sale at retail on the premises, provided, however, that the space devoted to manufacturing does not exceed 20% of the gross floor area of the establishment; sales and display rooms and lots, not including yards for storage of new or used building materials or yards for any scrap of new or used building materials or yards for any scrap or salvage, or secondhand materials. ~~The storage, display, and sale of used, repossessed, or traded-in merchandise incidental to a retail operation engaged primarily in the sale of new merchandise, if permitted;~~

- (2) Eating and drinking establishments;
- (3) Service and repair establishments;
- (4) Personal service establishments;
- (5) Hotel, motels, rooms, and boarding houses (and travel parks) as regulated in § 155.55;

(6) Commercial recreational structures and uses, such as theaters, bowling alleys, pool rooms, amusement and recreation establishments, but not including miniature golf courses, driving ranges, and similar uses provided such structures meet all ordinances concerning public health, fire codes, morality codes, and all current building codes;

(7) Parking lots and garages;

~~*~~ (8) **New and used car, truck, motorcycle, farm implement, and machinery sales, service, or rentals (U-Haul type);** ~~*~~

- (9) Manufactured home sales and service;
- (10) Offices, studios, human health services clinics, and laboratories;

- (11) Financial institutions;
- (12) Private clubs and lodges;
- (13) Outdoor advertising as regulated in § 155.62;
- (14) Auditoriums provided such structures meet all ordinances concerning public health, fire codes, morality codes, and all current building codes;
- (15) Public or municipal swimming pools as subject to § 155.67;
- (16) Public buildings and grounds other than elementary or high schools;
- (17) Business and vocational schools not involving operations of an industrial character;
- (18) Wholesale and distributing centers not involving the use of any delivery vehicle rated at more than two and one-half ton capacity; nor a total of more than five delivery vehicles;
- (19) On the same premises, and in connection with permitted principal uses and structures, other uses and structures which are customarily accessory and clearly incidental to permitted or permissible uses and structures;
- (20) Any other store or shop for retail trade or for rendering personal, professional, or business service which does not produce more noise, dust, odor, vibration, blast, or traffic than those permitted uses enumerated above;
- (21) Dwelling units will be allowed in multi-storied structures wherein the street or ground floor level is occupied by one of the permitted retail or business services enumerated above; and
- (22) Other uses similar in character to those enumerated above and which in the opinion of the governing body will not be injurious to the district.

(C) *Uses permitted on review.* Uses may be permitted on review by the governing body in accordance with the provisions contained in § 155.89.

(D) *Area regulations.* The following requirements shall apply to all uses permitted in this district:

(1) *Front yard:* none;

XXX

(2) *Side yard:* no side yard is required except that the width of a side yard which abuts a residential district shall be not less than 25 feet;

(3) *Rear yard:* where a commercial building is to be serviced from the rear, there shall be provided an alleyway, service courts rear yard, or combination thereof of not less than 35 feet in depth. The depth of a rear yard, which abuts a residential district, shall be not less than 30 feet. In all other cases, no rear yard is required; and

(4) *Maximum lot coverage:* main and accessory buildings shall cover not more than 75% of the lot area.

(E) *Height regulations.* No building or structure shall exceed two and one-half stories or 35 feet in height except as provided in § 155.57.

(F) *Off-street parking.* For permitted retail, business, and personal services establishments, off-street parking requirements are as per § 155.59(B).

(G) *Screening and landscaping.* All yard areas required under this section and other yards and open spaces existing around buildings shall be landscaped and maintained in a neat condition, as per Chapter 92.

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



*** Dealer License Application ***

A
Instructions

Complete and submit this application along with all supporting documents (bond, insurance, lease, etc.) and the license fee to the address listed above. This form may be used to apply for more than one license for a single location.

B
Applicant Information

Dealer Name: _____ FEIN: _____
 DBA (if applicable): _____ County: _____
 Mailing Address: _____ City: _____ State: _____ Zip Code _____
 Physical Address: _____ City: _____ State: _____ Zip Code _____
 Phone #: _____ Email Address: _____
 Is the building owned or leased? _____ Supplemental/Auxiliary lots: _____
Note: If the building is leased, a copy of the lease must be submitted with the application.

C
License Type

Note: If you are a new dealer of any type you MUST complete the franchise section below. A vehicle dealer license also covers motorcycles/off-road vehicles and trailers.

Vehicle Motorcycle/Off-Road Mobile Home Snowmobile Boat
 Trailer: Under 3,000 lbs. Over 3,001 lbs.
 Other: Car Auction Final Stage Manufacturer Emergency Vehicle Dealer: In-State Out-of-State

D
Franchise Information

This section is to be completed by NEW vehicle dealers of any type. Note: A copy of your dealer agreement/franchise agreement must be submitted with this application.

Type of Vehicle:	Manufacturer:	Factory Sales Rep:	Sales Rep Office Address and Phone Number:

E
Owner Information

Type of Ownership:
 Individual Partnership Corporation (list officers) LLC (list individuals)

Name:	SD DL or SSN:	Date of Birth:	Alternate Phone #:

F
Authorized Signers

Individuals authorized to sign documents for the dealership:

Name:	SD DL or SSN:	Signature:

G

Surety Bond Information

Note: Bond certificate MUST be submitted with this application.

Bond Company: _____ Bond #: _____ Bond Amount: _____
Mailing Address: _____ City: _____
State: _____ Zip Code: _____ Phone #: _____

H

Insurance Information

Note: Insurance certificate MUST be submitted with this application.

Insurance Provider: _____ Amount of Coverage: _____
Phone #: _____ Email Address: _____
Effective Dates: _____ to _____ Policy #: _____ Agent: _____

I

Inventory Financing

Name of Institution: _____ Phone #: _____ Title Held: Y N
Address: _____ Effective Date: _____

J

Business Information

Yes	No	
<input type="checkbox"/>	<input type="checkbox"/>	* Is the principal place of business and any supplemental or auxiliary lot in conformance with all applicable building codes, zoning and land use ordinances? <u>Verification must be attached.</u> *
<input type="checkbox"/>	<input type="checkbox"/>	Is the principal place of business where the books, records, and files necessary to conduct the business are kept?
<input type="checkbox"/>	<input type="checkbox"/>	Is the telephone number being used for the dealership published in the white or yellow pages or any other online directory?
<input type="checkbox"/>	<input type="checkbox"/>	Is the principal place of business being maintained and continuously occupied with business hours posted in a conspicuous place in view of the public? List hours of operation below: Sun: __to__ Mon: __to__ Tue: __to__ Wed. __to__ Thurs: __to__ Fri: __to__ Sat. __to__
<input type="checkbox"/>	<input type="checkbox"/>	Will the books, records, and files necessary to conduct the business be available at all reasonable hours to inspection by the department?
<input type="checkbox"/>	<input type="checkbox"/>	Is the principal place of business in the residence of the applicant?
<input type="checkbox"/>	<input type="checkbox"/>	Does the business maintain a service facility for the maintenance of franchised vehicles listed? If not, do you have a service contract with an authorized service center for warranty work? Yes or No
<input type="checkbox"/>	<input type="checkbox"/>	Does the lot(s) for display of the vehicle/boats have sufficient space to store five or more vehicles/boats?
<input type="checkbox"/>	<input type="checkbox"/>	Has dealer applicant or any other partner, member officer, or financial supporter for the dealer license been convicted of a felony in the last 5 years? If yes and it was a vehicle related felony such as odometer fraud, VIN tampering, vehicle theft, etc. Please list: _____
<input type="checkbox"/>	<input type="checkbox"/>	If a franchised dealer, is there any other licensed dealer within your *community franchised to sell the same line-make of vehicle? If "yes" list dealer's name(s): _____
<input type="checkbox"/>	<input type="checkbox"/>	Is a title service being used to do on-line title transactions? If yes, list title service: _____

*" Community" as defined under SDCL 32-6B-1(4): the franchisee's area of responsibility as stipulated in the franchise. A community has a minimum radius of ten miles around an existing dealership.

K

Please attach the following documents:

Additional Documents

- Insurance Certificate (see chart below) Copy of Lease (if applicable) Franchise agreement (New dealer only)
- Bond (see chart below) Zoning letter (Required for ALL)

Note: Zoning letters must state that the location is zoned properly for a dealership to display/sell vehicles. Failure to submit ALL required documents may result in a delay in processing your application. If you have any questions, please email dealerprogram@state.sd.us. Please include the county your dealership is in and a dealer agent will contact you.

L

Additional Information

License Type:	Fee:	Bond:	Insurance:
Vehicle dealer	\$300/initial, \$175/renewal	\$25,000	\$300,000
Mobile Home	\$300/initial, \$150/renewal	\$25,000	None
Motorcycle/Off-Road	\$250/initial, \$150/renewal	\$5,000	\$300,000
Trailer dealer:			
Under 3,000 pounds	\$125/initial, \$100/renewal	None	None
Over 3,001 pounds	\$125/initial, \$100/renewal	\$10,000	None
Boat dealer	\$250/initial, \$175/renewal	\$20,000	None
Snowmobile dealer	\$150/initial, \$125/renewal	\$5,000	None
Dealer car auction agency	\$300/initial, \$175/renewal	\$50,000	\$300,000
Emergency Vehicle	\$300/initial, \$175/renewal	\$10,000	\$300,000
Final Stage Manufacturer	\$300/initial, \$175/renewal	\$25,000	\$300,000

M

Dealer System Use Agreement

Access:

Motor Vehicle Division shall provide Dealer with the necessary User ID to access the System and user documentation. Access to South Dakota title records and the electronic filing of South Dakota title forms is restricted to Dealers in good standing with the DMV and for only those uses approved by the DMV

Dealer's Duties:

The Dealer shall only request a Record for lawful business-related purposes. Dealer shall only reuse a record obtained from the System for lawful business-related purposes. The system shall be used exclusively by the Dealer and the Dealer's employees. The Dealer shall not allow others to logon to the system. Dealer shall make themselves and its employees knowledgeable regarding all laws and regulations related to record use and the retention and shall comply with the same. Dealer's **MUST** have signed confidentiality agreements with each employee that has access to the System.

This system must be utilized to record changes in vehicle ownership as it relates to dealership transactions, verifying vehicle ownership and updating dealership information.

Equipment:

The Dealer is responsible for and must provide all equipment necessary for accessing the System.

Assignment:

The Dealer's right to use the System is not transferable and is limited to the Dealer's own business needs. A Dealer can only obtain information from the System for business purposes.

Terms:

Dealers will be billed 25 cents for every transaction conducted in the system. Once this total reaches \$50, the dealer will be billed at the end of the month and is responsible for payment of these fees by the end of the following month or late fees and interest may be assessed.

The Dealer is solely responsible for any misuse of the DMV Dealer System and information obtained from it under the Online Use Agreement. Misuse may result in criminal penalties under the Federal Drivers Privacy and Protection Act.

By signing this you are certifying that the information contained in this application is true and accurate and that you agree to the terms as listed above. All information in this application is subject to verification prior to license issuance.

Name: _____ Signature: _____ Date: _____

Town of Hermosa

7C

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

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

Email: town@hermosasd.com

TRANSIENT VENDOR & PEDDLERS APPLICATION

DATE 5-3-24

Receipt # _____	Cash _____	Check # _____	Amount _____
-----------------	------------	---------------	--------------

* TBD

Transient Vendor & Peddler Information _____

Company Name MAIN STREET FIREWORKS LLC

Owner/President Ron Weifenbach

Mailing Address 4153 AUGUSTA DR

Email LIBERTYCALL@GMAIL.COM

Phone _____ Cell 605-209-2418

Description of Items to Be Sold FIREWORKS

Location of Temporary Business 25 N HEARTLAND EXPRESSWAY

Times When the Sales Will Be Conducted JUN 20 - JULY 5 - 10 days

South Dakota Vendor License 84-3879689

South Dakota Sales Tax License # 0409892 ST

Fees: 1 day - \$50.00 7days - \$200.00 Monthly - \$800.00 + 5%

The Above Information Is True and Correct

[Signature] _____ 5-3-2024
 Vendor Signature Date

Applicants applying for a special event vendor license shall present to any entity sponsoring the event the following:

- * Name, address and phone number of the person, partnership, partner, corporation, or similar business entity;
- * A description of the nature of the sales to be conducted and type of business that will conduct sales;
- * Description of the location where the sales will be conducted within the town;
- * The times when the sales will be conducted within the town;
- * License or permits with the county and/or the state;
- * If electrical access, open fires, or use of propane: certificate from Fire Marshal's office showing that all codes are met;
- * All food vendors must be registered with the County and/or State Board of Health and present proof of that registration with their submission; and
- * All current governmental registrations and licenses must be displayed at the sale.

PLANNING COMMISSION

Approved Denied

HERMOSA BOARD OF TRUSTEES

Approved Denied

NAME: _____
 TITLE: _____
 SIGNATURE: _____
 DATE: _____

NAME: _____
 TITLE: _____
 SIGNATURE: _____
 DATE: _____

License # **009338** Office Use

Corner Pantry – 25 N. Heartland Expressway



ternate IDn/a
ass Commercial
reage 2.862

Owner Address M.G. OIL COMPANY
PO BOX 1006
RAPID CITY, SD 57709-1006

MAIN STREET FIREWORKS LLC
FIREWORKS - HERMOSA
4153 AUGUSTA DR
RAPID CITY, SD 57703-6902

February 29, 2024

Dear MAIN STREET FIREWORKS LLC

Below is your current South Dakota tax license. It is non-transferable and shall be valid only for the person or entity named on the license. The license is for the transaction of business at the place designated on the license. The license is to be conspicuously displayed at the place of business.

Please review your information and contact our department if there are any changes in ownership, names, or addresses. If you have a Streamlined sales tax license any changes must be made through the Streamlined Registration System at www.streamlinedsalestax.org.

For more information, visit our website at <http://dor.sd.gov>, call the Department of Revenue at 1-800-829-9188 weekdays from 8:00 am to 5:00 pm Central Time or e-mail us at bustax@state.sd.us. Thank you.

Website: <http://dor.sd.gov>

SD EPath: <http://dor.sd.gov/EPath>



This license is issued to the below named. This license remains the property of the State of South Dakota and, while in possession of the person to whom issued, entitles the licensee to transact the business or activity specified on this license until this license expires or is cancelled. This license makes no representation about the legality of products or services sold.

<http://dor.sd.gov>

ISSUE DATE: 06/27/2024

EXPIRATION DATE: 07/05/2024

LICENSE NUMBER: 1040-9892-ST

LICENSE TYPE: Sales Tax

ISSUED TO:

MAIN STREET FIREWORKS LLC
4153 AUGUSTA DR
RAPID CITY, SD 57703-6902

FIREWORKS - HERMOSA

25 N HEARTLAND EXPRESSWAY

HERMOSA, SD 57744

Mike Houdyshell
Secretary of Revenue

NON-TRANSFERABLE

**SOUTH DAKOTA FIREWORKS
LICENSE**

Office of the State Fire Marshal
Pierre, South Dakota

MAIN STREET FIRWORKS LLC

DATE ISSUED: Tuesday, February 27, 2024

**4153 AUGUSTA DR
RAPID CITY, SD 57703**

LICENSE #:R 70-24

TYPE OF LICENSE:

Retail Fireworks License *** Valid: June 27 - July 5, 2024**

\$25.00

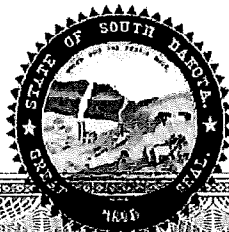
CHECK NUMBER: 0205

LICENSE OUTLET LOCATED 25 N HEARTLAND EXPRESSWAY, HERMOSA

CERTIFIED BY:

J. Glenda Marks

LICENSE MUST BE DISPLAYED AT LOCATION



CHAPTER 113: PEDDLERS, SOLICITORS AND VENDORS

Section

- 113.01 Purpose
- 113.02 Definitions
- 113.03 License
- 113.04 Fees
- 113.05 Duration
- 113.06 Exemptions
- 113.07 Hours
- 113.08 Special provisions
- 113.09 Zoning and other regulations
- 113.10 Enforcement

- 113.99 Penalty

§ 113.01 PURPOSE.

(A) For the protection of the citizens of the town, and to prevent undesired, unhealthful and/or criminal activity.

(B) The town shall require all transient vendors and peddlers to register with, and obtain a vendor's permit from the town office prior to commencing business within the jurisdictional boundaries of the town.

(Ord. 1.004R, passed 9-6-2011)

§ 113.02 DEFINITIONS.

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

EMERGENCY SITUATION. An unforeseen occurrence that requires immediate attention, the absence of which would endanger the health or safety of others, cause the loss of perishable goods, or create an economic hardship due to the unavoidable imminent nature of the circumstance.

FOOD VENDOR. Any person, partnership, corporation or similar business entity (whether a town resident or not) who is the vendor of produce, prepared or prepackaged foods.

NON-PROFIT ORGANIZATION. An incorporated organization which exists for educational, religious or charitable reasons, and from which its shareholders or trustees do not benefit financially. Any money earned must be retained by the organization, and used for its own expenses, operations and programs.

SPECIAL EVENT. Any public gathering, approved by the governing body of the town.

STAND. A table, bench, booth, rack, handcart, pushcart or any other fixture or device used for the purpose of displaying, distributing, storing or transporting merchandise.

STREET FAIR. A community event in the town that uses and occupies a portion of a public way, designated by the town, for the sale of merchandise by commercial retailers or for other promotions by nonprofit organizations.

TEMPORARY USE AND STRUCTURE. Any use or structure that is not located in a permanent structure and is not the primary use of property.

TRANSIENT VENDOR. Any person who opens a temporary place of business for the sale of goods or whom, on the streets or while traveling about the town, sells, offers for sale or solicits orders for the future delivery of goods where payment is required prior to the delivery of the goods. **TRANSIENT VENDOR** also includes any person who represents a business or organization, including, but not limited to, any entity that notifies the Town Board of Trustees that its representatives are present in the township for the purpose of selling, offering for sale, or soliciting orders for future delivery of goods, or an auction or an auctioneer company.

VENDOR. Any person who has been issued a valid vendor permit.

VENDOR PERMIT. The approved application of a person under the conditions as set forth in this chapter. A **VENDOR PERMIT** provides a person with a license to sell, distribute or display merchandise at a designated temporary outlet within the town.

(Ord. 1.004R, passed 9-6-2011)

§ 113.03 LICENSE.

Applicants applying for a special event vendor license shall present to any entity sponsoring the event the following:

- (A) Name, address and phone number of the person, partnership, partner, corporation or similar business entity;
- (B) A description of the nature of the sales to be conducted and type of business that will conduct sales;
- (C) Description of the location where the sales will be conducted within the town;
- (D) The times when the sales will be conducted within the town;
- (E) License or permits with the county and/or the state;
- (F) If electrical access, open fires or use of propane: certificate from Fire Marshal's office showing that all codes are met;
- (G) All food vendors must be registered with the County and/or State Board of Health and present proof of that registration with their submission; and
- (H) All current governmental registrations and licenses must be displayed at the sale.

(Ord. 1.004R, passed 9-6-2011)

§ 113.04 FEES.

Upon presentation of a completed copy of the town vendor/peddler's permit application and a state sales tax license, picture identification card, and payment of the registration fee (as set per current fee schedule), made payable to the town, the Finance Officer shall issue a receipt of authorization.

(Ord. 1.004R, passed 9-6-2011)

§ 113.05 DURATION.

The registration and fee authorize the transient vendor or peddler to market their wares within the jurisdictional boundaries of the town for a period not to exceed the seven calendar days, one month or one year, time limit depending upon the permit purchased.

(Ord. 1.004R, passed 9-6-2011)

§ 113.06 EXEMPTIONS.

(A) Any non-profit that is the entity applying for the vendors licensing is exempt from any fees but must still complete the application process and comply with all other requirements as set forth in this chapter.

(B) Residential yard sale activities that do not run more than four days within any three-month period are exempt from this chapter.

(C) Any persons, firms or organizations distributing goods or services for which there is no charge shall not be required to obtain a vendors permit, nor pay any fee.

(D) Any emergency situation shall be exempt.

(Ord. 1.004R, passed 9-6-2011)

§ 113.07 HOURS.

No vendor or peddler shall peddle door to door between the hours of 8:00 p.m. and 9:00 a.m., except by specific appointment with, or invitation from, the prospective customer.

(Ord. 1.004R, passed 9-6-2011) Penalty, see § 113.99

§ 113.08 SPECIAL PROVISIONS.

The following vendors may have the following specific regulations.

(A) Fireworks sales: fees as per fee schedule, insurance requirements

(B) Carnivals: fees as per fee schedule, insurance requirements and show that the rides are certified.

(Ord. 1.004R, passed 9-6-2011)

§ 113.09 ZONING AND OTHER REGULATIONS.

(A) An applicant shall comply with all zoning requirements and other regulations and ordinances of the town.

(B) Where there is a conflict of these provisions with the zoning regulations, the zoning regulations shall control or supersede this chapter.

(Ord. 1.004R, passed 9-6-2011)

§ 113.10 ENFORCEMENT.

(A) Any transient vendor or peddler not in compliance with this chapter shall pay a fine in accordance with § 10.99.

(B) It shall be the duty of any police officer or code enforcement official of the town to enforce the provisions of this chapter.

(Ord. 1.004R, passed 9-6-2011)

§ 113.99 PENALTY.

(A) Any person, who violates any of the provisions of this chapter shall upon conviction, be subject to a fine as per the town's current fee schedule.

(B) Each day the violation shall exist shall be construed as a separate offense.

(Ord. 1.004R, passed 9-6-2011)

8B

Claims for approval 05-07-2024

VENDOR	REFERENCE	AMOUNT
A & B BUSINESS EQUIPMENT INC	MONTHLY PRINTER/FAX FEE	\$ 655.74
BLACK HILLS ELECTRIC COOP.,Inc	Utilities-Electric 03/2024	\$ 2,797.79
BLACK HILLS ELECTRIC COOP.,Inc	New Street Light - Whitney St	\$ 2,551.03
CITY OF HOT SPRINGS	Wastewater Services	\$ 688.20
TERRI CORNELISON	Office Supplies	\$ 31.82
DSG-DAKOTA SUPPL GROUP	Street lights	\$ 1,416.96
CHUCK FERGUSON	April 2024 services	\$ 3,120.00
CHUCK FERGUSON	Dig up meter pit/free up valve/locates	\$ 1,396.00
GWORCS	Front Desk - 50 additional users	\$ 329.00
HILLS SEPTIC	lagoon pumping	\$ 15,930.00
JOHNSON LAW OFFICE	BOT meeting, email review legal documents	\$ 657.61
PIONEER BANK & TRUST	Pump repair/shop light/office supplies	\$ 2,250.43
SD DEPT OF REVENUE	Half of Malt Beverage fees	\$ 300.00
SOUTHERN HILLS PUBLISHING	Publishing/Legal notices 04/24	\$ 144.77
SUMMIT SIGNS AND SUPPLY INC	Speed limit sign	\$ 223.50
VANWAY TROPHY & AWARD	Name plate - Koontz	\$ 24.50
Accounts Payable Total		\$ 32,517.35
Utility Deposit Refund		
Thomas Mandarino	10 West Court	\$ 51.99
Brent Wurdeman	201 E. Whitney St.	\$ 33.55
Tatianne Clark	244 Donna St.	\$ 76.73
	Deposit Refund Total	\$ 162.27
Payroll related		
Total Paid On: 4/30/24		
	Legislative, Financial Administration, Govt Blds	\$ 5,425.22
	Water	\$ 406.66
	Sewer	\$ 152.67
	Promoting City/BBB	\$ 50.89
South Dakota Retirement System	SDRS	\$ 875.10
EFTPS-Electronic Federal Tax	FED/FICA TAX	\$ 1,492.59
Health Pool of SD	Admin single health 4/24 & Life Insurance	\$ 1,984.75
Payroll Total		\$ 10,387.88
***** REPORT TOTAL *****		\$ 43,067.50

CLAIMS REPORT
 Check Range: 4/17/2024- 5/07/2024

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
A & B BUSINESS EQUIPMENT INC	MONTHLY PRINTER/FAX FEE		655.74	254	5/07/24
BLACK HILLS ELECTRIC COOP.,Inc	Utilities/Electric 04/2024	2,797.79		253	5/05/24
BLACK HILLS ELECTRIC COOP.,Inc	New street light-whitney st	2,551.03	5,348.82	255	5/03/24
CITY OF HOT SPRINGS	Wastewater Service		688.20	17590	5/07/24
CORNELISON, TERRI	File trays/SD card		31.82	17591	5/07/24
DSG-DAKOTA SUPPLY GROUP	Street lights		1,416.96	17592	5/07/24
EFTPS-Electronic Federal Tax	FED/FICA TAX		1,492.59	252	4/30/24
CHUCK FERGUSON	April 2024 Services	3,120.00		17586	4/30/24
CHUCK FERGUSON	Dig up meter pit/free up valve	1,396.00	4,516.00	17593	5/07/24
GWORKS	Front Desk - 50 add users		329.00	17594	5/07/24
HEALTH POOL OF SOUTH DAKOTA	LIFE INS	15.75		17584	4/30/24
HEALTH POOL OF SOUTH DAKOTA	ADMIN SINGLE HEALTH	1,969.00	1,984.75	17595	5/07/24
HILLS SEPTIC	115,200 Gallons Pumped		15,930.00	17596	5/07/24
JOHNSON LAW OFFICE	BOT mtg/email/review legal doc		657.61	17597	5/07/24
PIONEER BANK & TRUST	Pump repair		2,250.43	256	5/07/24
SD DEPT OF REVENUE	Half of the Malt bev. fee		300.00	17598	5/07/24
Southern Hills Publishing	Publishing/Legal notices 04/24		144.77	17599	5/07/24
SOUTH DAKOTA RETIREMENT SYSTEM	SDRS		875.10	17583	4/30/24
Summit Signs and Supply Inc.	Speed Limit sign		223.50	17600	5/07/24
Vanway trophy & award	Name Plate - Koontz		24.50	17601	5/07/24

Accounts Payable Total

36,869.79

Utility Refund Checks

162.27

Refund Checks Total

Payroll Checks

101	GENERAL	5,425.22
211	BBB GROSS RECEIPTS TAX	50.89
602	WATER	406.66
604	SEWER	152.67

Total Paid On: 4/30/24

6,035.44

Total Payroll Paid

6,035.44

Report Total

42,905.23

+ 162.27
43,067.50

CLAIMS REPORT
CLAIMS FUND SUMMARY

FUND	NAME	AMOUNT
101	GENERAL	18,131.30
211	BBB GROSS RECEIPTS TAX	66.11
602	WATER	4,140.85
604	SEWER	20,566.97

	TOTAL FUNDS	42,905.23

CCOUNT NO ALPHA ID	DEPOSIT DATE	PEN TIMES	DEPOSIT AMOUNT	INTEREST AMOUNT	TOTAL AMOUNT	DEPOSIT APPLIED	DEPOSIT REFUND CODE
10240002 MANDARINO THOMAS	11/07/23		51.99	.00	51.99	51.99	Check
11040001 WURDEMAN BRENT	6/28/19		33.55	.00	33.55	33.55	Check
11400001 CLARK TATIANNE	3/19/22		76.73	.00	76.73	76.73	Check
		REPORT TOTAL	162.27	.00	162.27	162.27	
		WATER	162.27	.00	162.27	162.27	



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



Hermosa - April 2024 CFS's

Printed on May 2, 2024

CFS Date/Time	CFS #	Case Number	Code	Code : Description	Address Zone
04/01/24 13:13:10	CFS2402388		911M	911M : 911 Misdial	43.840331, -103.2005 HERMOSA
04/02/24 22:34:31	CFS2402426		EXT	EXT : Extra Patrol	HERMOSA, HERMOSA HERMOSA
04/03/24 05:41:23	CFS2402428	2024-00155	DEATH	DEATH : Death / Coroner	E MAIN ST L HERMOSA
04/04/24 10:28:48	FRC2403210	HS24-00482	911MISC	911MISC : 911Misc	43.430275, -103.4744 HERMOSA
04/04/24 22:16:41	CFS2402470		EXT	EXT : Extra Patrol	HERMOSA, HERMOSA HERMOSA
04/04/24 22:20:18	CFS2402471		AOA	AOA : Assist Other	PINE RIDGE, PINE HERMOSA
04/05/24 10:25:39	CFS2402478		EXT	EXT : Extra Patrol	HERMOSA, HERMOSA HERMOSA
04/05/24 10:28:39	CFS2402479		INFO	INFO : Info	1ST ST / MAIN ST, HERMOSA
04/05/24 10:50:02	CFS2402481		PAPSERV	PAPSERV : Paper Service	N HEARTLAND HERMOSA
04/05/24 15:53:06	CFS2402487		THEFTITEMS	THEFTITEMS : Theft Of	N HEARTLAND HERMOSA
04/06/24 11:33:34	CFS2402504		EXT	EXT : Extra Patrol	HERMOSA HERMOSA
04/06/24 16:02:22	CFS2402505		EXT	EXT : Extra Patrol	HERMOSA, HERMOSA HERMOSA
04/07/24 19:38:11	CFS2402518		ASSAULT	ASSAULT : Assault	SOUTH DAKOTA HERMOSA
04/08/24 22:14:19	CFS2402537		AMB	AMB : Ambulance Calls	RUPP ST, HERMOSA

9B

CFS Date/Time	CFS #	Case Number	Code	Code : Description	Address Zone
04/22/24 17:27:19	CFS2402872		AMB	AMB : Ambulance Calls	N FERGUSON ST, HERMOSA
04/24/24 02:58:51	CFS2402909		AMB	AMB : Ambulance Calls	DONNA ST, HERMOSA
04/25/24 14:21:19	CFS2402947		EXT	EXT : Extra Patrol	HERMOSA, HERMOSA HERMOSA
04/25/24 15:40:57	CFS2402955		911A	911A : 911 Abandoned	N WILDER BLVD, HERMOSA
04/26/24 03:02:44	CFS2402968		UNWANTED	UNWANTED : Unwanted	J RUPP ST 2, HERMOSA
04/26/24 20:46:43	CFS2402983		ANI	ANI : Animal Complaints	HERMOSA HERMOSA
04/27/24 01:28:14	CFS2402988		EXT	EXT : Extra Patrol	HERMOSA, HERMOSA HERMOSA
04/27/24 08:32:24	CFS2402991		AMB	AMB : Ambulance Calls	DONNA ST, HERMOSA
04/27/24 16:33:47	CFS2403001		EXT	EXT : Extra Patrol	HERMOSA, HERMOSA HERMOSA
04/27/24 17:49:12	CFS2403005		CIVIL	CIVIL : Civil Matter	J RUPP ST LOT 13, HERMOSA
04/28/24 11:27:50	CFS2403018		CIVIL	CIVIL : Civil Matter	RUPP ST LOT 13, HERMOSA
04/29/24 07:19:52	CFS2403042		CIVIL	CIVIL : Civil Matter	RUPP ST LOT 13, HERMOSA
04/30/24 11:38:20	CFS2403074		WELFARE	WELFARE : Welfare	N HEARTLAND HERMOSA
04/30/24 19:58:43	CFS2403085		PAPSERV	PAPSERV : Paper Service	N 5TH ST, HERMOSA
04/30/24 20:20:34	CFS2403087		PAPSERV	PAPSERV : Paper Service	E MAIN ST LOT 64, HERMOSA

Total Records: 47

Abatements - 5/3/2024

9C

ADDRESS:	ABATEMENT TYPE:	Citizen	Town	NOTICE DATE:	Call/Door Hanger or Letter	Date sent
Lots 9317-9327	Temporary Permit, No digging Permit			2/29/2024	BOT	4/16/2024
470 Manning	Repair damaged alley due to construction		X	4/9/2024	Letter	4/16/2024
2 N. 5th	Fence falling down- basic cleanup	X		4/11/2024	Letter	4/16/2024
10 N. 5th St.	Junky and siding falling off - clean up			4/11/2024	Call/Letter	
	Repair potholes at Fairgrounds Pl.	X		4/12/2024		4/19/2024
242 Vilas	Needs general cleanup - firewood pile	X		4/18/2024	Letter	4/19/2024
255 Ferguson	General yard cleanup	X		4/18/2024	Letter	4/19/2024
2nd & Manning	Vehicles on sidewalk. Nees general cleanup	X		4/18/2024	Letter	4/19/2024
120 2nd St.	Storage container on property	X		4/18/2024	Letter	4/19/2024
120 2nd St.	Enclosed carports without FP approval	X		4/18/2024	Letter	4/19/2024
120 Main St.	Verify 40% coverage/Needs general cleanup	X		4/18/2024	Letter	4/19/2024
Corner 2nd & Vilas	Lilac bushes need trimmed south side??	X		4/18/2024	Letter	4/19/2024
Corner 3rd & Folsom	Lilac bushes impeding line vision for corner	X		4/18/2024	Letter	4/19/2024
220 Folsom	Lilac over 5 ft. in front of property	X		4/18/2024	Letter	4/19/2024
Corner of 5th & Vilas	Lilac bushes impeding line vision for corner	X		4/18/2024	Letter	4/19/2024
Corner of 3rd & Manning	Lilac bushes impeding line vision for corner	X		4/18/2024	Letter	4/19/2024
30 N. 3rd	Needs documentation per safety issue as reports of foundation caving in.	X		4/18/2024	Letter	4/30/2024
14278 Shorb Rd	Permits ofr well on Commercial Property	X		4/29/2024	Letter	4/30/2024
214 Donna St.	License all vehicles on property or tarp	X		4/29/2024	Letter	4/30/2024
50 N. 5th St.	Underaged child on 4 wheeler no helmet	X		4/29/2024	Letter	4/30/2024
129 3rd. St.	Safety issue of large branch of cedar hanging out in ROW being held up by post.	X		4/29/2024	Letter	4/30/2024
237 Folsom	Lilacs impeding frontage	X		4/29/2024	Letter	4/30/2024
385 Vilas	Lilacs & shrubs violating violation	X		4/29/2024	Letter	4/30/2024
270 Manning St.	Lilacs impeding frontage	X		4/29/2024	Letter	4/30/2024
239 Folsom	Height of lilacs	X		4/29/2024	Letter	4/30/2024

(A) All weeds, tall grass in excess of eight inches in height, noxious matter, open wells and nuisances are declared a violation of this chapter and no owner of any lot, place or area within the town, or the agent of the owner or the occupant of the lot, place or area, shall permit on the lot, place or area, or upon any public way abutting the same, any weeds, tall grass, noxious matter or other nuisance to grow, lie, or be located thereon.

(B) Notwithstanding the prohibitions set forth in division (A), for parcels of three acres or more in undeveloped commercial and residential properties, grass growing in excess of eight inches shall be permitted for haying purposes so long as the owner, agent of the owner, or the occupant of the parcel of land of three acres or more maintains a 20-foot wide cut of the growing grass within the perimeter of the parcel of land of eight inches or less. The eight-inch or less cut shall not be necessary for that portion of the parcel that constitutes the boundary line of the town.

(Ord. 10.012, passed 4-3-2001; Ord. passed 5-7-2019) Penalty, see § 10.99

§ 91.03 ENFORCEMENT AUTHORITY.

The Board of Trustees may appoint an authorized agent for the purpose of performing inspections, providing appropriate notifications of violations, conducting enforcement and abatement action as may be required to ascertain compliance with ordinances of the town, and obtaining legal counsel as required. Detailed reports of all action taken by the appointed enforcement authority will be provided at each regular meeting of the Board of Trustees.

(Ord. 10.012, passed 4-3-2001)

§ 91.04 NOTICE TO ABATE.

(A) The Board of Trustees or the duly authorized agent is authorized and empowered to notify, in writing, the owner of any lot, place or area within the town, or the agent of the owner, and the occupant of the premises, to cut, destroy or remove any weeds, tall grass, noxious matter or nuisance found growing, lying or located on the property or upon the public way abutting same.

(B) The notice shall notify the owner, agent and/or occupant to cut, destroy, remove or otherwise remedy any such weeds, tall grass, noxious matter or other nuisance within a prescribed amount of time and shall be delivered as set for below.

(Ord. 10.012, passed 4-3-2001; Ord. passed 8-4-2020)

§ 91.05 ABATEMENT BY TOWN AUTHORITY.

Upon failure, neglect or refusal of any owner, agent or occupant to comply with the notice provided for in § 91.04, within the prescribed time after the mailing thereof, the Board of Trustees or the duly authorized agent is authorized and empowered to provide for the cutting, destroying, removal or any other remedy as may be required, of the weeds, tall grass, noxious matter or other nuisance and to defray the cost of the work, including administrative costs, by special assessment against the property as set out in § 91.06.

(Ord. 10.012, passed 4-3-2001; Ord. passed 8-4-2020)

§ 91.06 ABATEMENT BY TOWN COST ASSESSMENT.

The Board of Trustees or the duly authorized agent shall cause an account to be kept against each lot upon which work is done pursuant to § 91.05, and have same certified to the Finance Officer upon completion of the work. The Finance Officer shall thereupon certify the account, showing the amount, the description of the property and add the assessment to the general assessment against the property, and certify the special assessment, together with the regular assessment, to the County

Auditor to be collected as municipal taxes for general purposes. The assessment shall be subject to review and equalization the same as assessment for taxes for general purposes.

(Ord. 10.012, passed 4-3-2001; Ord. passed 8-4-2020)

§ 91.07 NOTIFICATION GUIDELINES. *

All notices will carry an original signature by at least one member of the Town Board of Trustees.

(A) *First notice - courtesy note.*

(1) The courtesy note shall be delivered by regular mail and/or hand delivered by Town Marshal/Deputy to the last known address of the property owner, agent and/or occupant. Hand deliveries are to be signed by the occupant if present. If occupant not present, notice will be hung on doorknob with date noted as to date and time of placement by law enforcement. The courtesy note shall contain the specific violation, the expected remedy, shall reference the ordinance violated, and shall state the date of the re-inspection. Re-inspection date shall be determined by the Board of Trustees or authorized agent and shall give sufficient time for the required remedy, usually seven calendar days from the postmarked date and noted on door hanger.

(2) Weeds, tall grass, malodorous, unhealthy, and dangerous violations require only one notice. Weeds and tall grass shall be removed within seven calendar days of the postmarked or hand delivered date of the notice. Malodorous, unhealthy, or dangerous violations shall be remedied within three calendar days of the date of the notice.

(B) *Second notice - notice of violation.* The notice of violation shall be delivered via door hanger (hand delivered by law enforcement) to the last known address of the property owner, agent and/or occupant. The notice of violation shall contain the specific violation, the expected remedy, shall reference the code section or ordinance violated, shall state the date of the re-inspection, and shall state consequential action which will be abatement. State the abatement action being taken, the cost of the abatement action to be assessed against the property, and the date the action shall be taken. Re-inspection date shall be determined by the Board of Trustees or authorized agent and shall give sufficient time for the required remedy, usually two weeks from date of the notice.

(C) *Third notice - notice of abatement.* The notice of abatement shall be delivered via registered mail, return receipt requested, with a copy delivered via regular mail, to the last known address of the property owner, agent, and/or occupant, and/or hand delivered by law enforcement. The notice of abatement shall contain the specific violation, shall reference the ordinance violated, shall state the abatement action taken, the date the action was taken, and the cost of the action to be assessed against the property.

(D) *Subsequent violations.* Upon subsequent violation of this chapter within a 24-month period after notice has been given as provided above, the town shall immediately send notice of pending abatement action and require the owner to remedy the nuisance within three days of delivery by regular mail and hand delivered by Marshal to the last known address.

(Ord. 10.012, passed 4-3-2001; Ord. 10.012A, passed 12-7-2004; Ord. passed 4-17-2018; Ord. passed 4-17-2018; Ord. passed 8-4-2020)

§ 91.08 EXCEPTIONS.

The Board of Trustees shall act and perform all the duties and exercise the powers of the Board of Adjustments. The Board of Adjustments shall have the power to make special exceptions to provisions of this chapter, provided that the applicant for the special exception shall first file with the Board of Adjustment a consent, signed by not less than 75% of the owners of property within 500 feet of the lot or site of which the special exception is sought, provided further that the special exception be granted by not less than a majority vote of the full Board of Adjustments.

(Ord. 10.012, passed 4-3-2001; Ord. passed 8-4-2020)

§ 91.09 APPLICATION.

For the health, safety and welfare of the citizens of this community, all properties within the jurisdictional boundaries of the town will comply with all provisions of this chapter without regard to conditions existing at the time that it goes into effect.

(Ord. 10.012, passed 4-3-2001; Ord. passed 8-4-2020)

§ 91.10 COMPLAINTS. ✕

(A) Should any member of the Town Board of Trustees receive a written or verbal, complaint, a Trustee on the Town Board shall, within two days, investigate the complaint and make immediate determination of required action and so notify both the plaintiff and owner of the determination. The complaint shall be required before any courtesy notice or abatement action shall be initiated and shall be anonymous.

(B) Should the complaint be declared valid, the Town Board of Trustees, upon majority vote, may give the violating owner a courtesy notice of the violation of the first offense.

(C) All notices will carry an original signature by at least one member of the Town Board of Trustees.

(Ord. 10.012A, passed 12-7-2004; Ord. passed 8-4-2020)

§ 91.11 CONFLICTS WITH OTHER LAWS.

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

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

(Ord. 10.012, passed 4-3-2001)

§ 91.99 PENALTY.

Each day any violation of this chapter continues shall constitute a separate offense. In addition to the remedies provided in this chapter, any person violating any provision of this chapter shall be subject to the general penalty provision as set forth in § 10.99 of this code.

(Ord. 91.1A, passed 5-30-2017)



**Town of Hermosa
Code Enforcement
605-255-4291**

****COURTESY NOTICE****

The town strives to maintain a safe and clean community. When violations of the Hermosa Municiple Codes are indentified we attempt to first work with the owners and/or tenants of the property to resolve the violations. Your property has been found to be in violation of the City Code and a Notice has been issued.

Violation Location: _____

Public Nuisances Ordinance 91.01

- Weeds/Tall Grass
- Garbage, Rubbish/Debris
- Vehicle/Unlicensed

Weeds, tall grass, unhealthy and dangerous violations require one notice. Weeds and tall grass shall be removed within 7 calendar days of this notice. Malodorous, unhealthy, or dangerous violations shall be remedied within 3 calendar days of this notice.

Violation: _____

Board of Trustee _____

Time/Date: _____

Property will be **re-inspected on:** _____

Failure to comply with Town Codes may result in abatement of violation, citation, or other court action. **To correct violations on this property may be charged at your expense and may become a lien against this property.**

ADMINISTRATION AND ENFORCEMENT

§ 155.85 ORGANIZATION.

(A) *Administration and enforcement.* An administrative official or Board designated by the Town Board shall administer and enforce this chapter. They will be provided with the assistance of such other persons as the Town Board may deem necessary, such as the police force, Building Inspector, and the like for the successful enforcement of this chapter. Should the governing body find that any of the provisions of this chapter are being violated, they shall notify, in writing, the party or parties responsible for such violations, indicating the nature of the violation and ordering the action necessary to correct the violation. They shall order discontinuance of illegal use of land; removal of illegal buildings, or structures, or of illegal additions, alterations, or structural changes; discontinuance of any illegal work being done; or shall take any other action authorized by this chapter to ensure compliance with or to prevent violations of its provisions. Before any inspections or work is begun, all contractors, carpenters, plumbers, gas/propane installers, or electricians shall pay an annual application fee to the town, as stated in the fee schedule, and provide proof of state certification and liability insurance.

(B) *Board of Adjustment.*

(1) In lieu of appointing a Board of Adjustment, the Town Board may act as and perform all the duties and exercise the powers of such Board of Adjustment as provided in SDCL § 11-4-24.

(2) The governing body, except as otherwise provided in SDCL § 11-4-24, shall provide for the appointment of a Board of Adjustment. Should the governing body elect not to comply with 1967 SDCL § 11-4-24, and then the governing body will appoint a Board of Adjustment which shall consist of five members, each residents of the town, who are not members of any governing body. Each member is appointed for a term of three years and removable for cause by the governing body upon written charges and after public hearing. Vacancies shall be filled for the unexpired term only.

(3) The Board shall elect a Chairman and Secretary from its membership, and shall prescribe rules for the conduct of its affairs. Meetings of the Board shall be held at the call of the Chairman, and at such other times as the Board may determine at a fixed time and place. All meetings of the Board shall be open to the public. The Board shall keep minutes of its proceedings showing the vote of each member upon each question, or, if absent or failing to vote, indicating such fact, and shall keep records of its examinations and other official actions, all of which shall be immediately filed in the office of the Board and shall be a public record. It shall have power to call on any other departments for assistance in the performance of its duties, and it shall be the duty of such other departments to render all such assistance as may be reasonably required. In the case of all appeals, the Board shall call upon the governing body for all information pertinent to, and their recommendations.

(4) *Powers of the Board of Adjustment.* The Chairman, or in his absence the acting Chairman, may administer oaths and compel the attendance of witnesses, and in the furtherance of their duties shall have the following powers:

(a) The Board shall have the power to hear and decide appeals wherein it is alleged there is an error in any order, requirement, decision, or determination of this chapter made by the governing body;

(b) To hear and decide variances to the terms of this chapter when such variances are allowed by this chapter; and

(c) To authorize upon appeal in specific cases such variance from terms of this chapter as will not be contrary to the public interest, where, owing to special conditions, a literal enforcement of the provisions of the chapter will result in unnecessary hardship and so that the spirit of this chapter shall be observed as substantial justice done.

(5) *Appeals procedures to the Board.*

(a) The governing body shall adopt rules in accordance with the provisions of any ordinance adopted pursuant to this chapter.

(b) Appeals to the governing body may be submitted by any person aggrieved by any decision of the governing body. Such appeal shall be submitted within 60 days, as provided by the rules of such

body, by filing it with the governing body. The appeal shall specify the grounds thereof. The governing body shall forthwith transmit to the City Council all the papers constituting the record upon which the action appealed was taken from.

(c) An appeal to the governing body stops all erection, construction, enlarging, moving, or demolishing in the action appealed, unless the governing body files a certificate that, by reason of facts stated in the certificate, a discontinuance would in his opinion cause imminent peril to life or property. In such case proceedings shall not be stopped otherwise than by a restraining order, which may be granted by the governing body or by a court of record, on application, on notice to the governing body, and on due cause shown.

(d) The governing body shall fix a time for the hearing of the appeal within 60 days of submission of such appeal, give public notice thereof, as well as due notice to the parties in interest and decide within 30 days of the hearing. Upon the hearing any party may appear in person or by agent or by an attorney.

(e) In exercising the powers mentioned, the governing body may, in conformity with the provisions of this chapter, reverse or affirm, wholly or partly; or may modify the order, requirement, decision, or determination appealed, and may make such order, requirement, decision, or determination as ought to be made, and to that end shall have all the powers of the governing body from whom the appeal is taken.

(f) The concurring vote of four members of the governing body shall be necessary to reverse any order, requirement, decision, or determination of the governing body or to decide in favor of the applicant on any matter upon which it is required to pass under any such ordinance, or to effect any variation in such ordinance.

(C) *Governing body.* The governing body shall:

(1) Establish such rules of procedure as are necessary to the performance of its functions hereunder;

(2) Review and give final decision on all applications for uses permitted on review in accordance with § 155.55 and this section; and

(3) Study and report on all proposed amendments to this chapter; further to review annually this chapter and on the basis of such review, suggest amendments thereto.

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

§ 155.86 VARIANCES.

The purpose of the variance is to modify the strict application of the specific requirements of this chapter in the case of exceptionally irregular, narrow, shallow, or steep lots, or other exceptional physical conditions, whereby such strict application would result in practical difficulty or unnecessary hardship which would deprive an owner of the reasonable use of his land. The variance shall be used only where necessary to overcome some obstacle which is preventing an owner from using his lot as the Zoning Ordinance intended.

(A) *Application.* After written denial of a building permit from the governing body, a property owner may make application to the governing body for a variance, using forms obtainable.

(B) *Public hearing.* Upon receipt of an application and fee, the governing body shall hold a public hearing having first given 15 days notice. Such notice of the time and place of such hearing shall be published in a designated legal publication. The governing body shall consider and decide all applications for variances within 30 days of such public hearing and in accordance with the standards provided below.

(1) Except in districts allowing the construction of buildings or structures to the property line, there shall be provided an unobstructed view across the triangle formed by joining points measured 20 feet along the property line from the intersection of two streets or 15 feet along both the street and alley line from the intersection of a street and alley. Within said triangle there shall be no sight obscuring or partly obscuring walls, fence, or foliage higher than 30 inches above grade, or in the case of trees, foliage lower than eight feet. Vertical measurement shall be made at the top of the curb on the street or alley adjacent to the nearest side of the triangle or if no curb exists, from the edge of the nearest traveled way. This provision does not apply to chain link fences, on which no obstructions are attached thereto.

(2) In any required front yard, except as provided in division (A)(1) above, no fence, wall, hedge, or yard ornament shall be permitted which materially impedes vision across such yard above the height of five feet. This does not include single ornamental bushes and shrubs.

(3) *Trimming of trees required - city trimming at owner's expense.* The occupant of any private premises or the owner of the same if not occupied, abutting on any public street, road, or alley within the town shall keep all trees standing upon such premises or between the same and the center of the adjoining street, road or alley so trimmed that no bough or branch thereof shall be lower than 12 feet above the surface of the street, road, or alley, or eight feet above the surface of any sidewalk thereon, and shall keep all such trees trimmed so that no trunk, limb, or branch thereof shall be in any way or at any time interfere with the movement of delivery, maintenance, garbage disposal, and emergency service vehicles, or come in contact with any street lighting, power, or other electrically charged wire when such wires are lawfully strung on posts located on any public street, road, or alley, or between the lot lines and curb of any street. Said occupants or owners shall remove all dead, diseased, or dangerous trees, or broken or decayed limbs, which constitute a menace to the safety of the public, and shall trim any tree or shrub which interferes with visibility of any traffic control device or signs; provided that upon the failure of any occupant or owner to trim such trees as in this section provided, the Director of Streets and Public Property of the town shall have the authority to remove them or cause them to be removed under his or her supervision, whether such trees be growing on privately owned property or on public property. The Director may cause the same to be trimmed and the expense charged to the occupant or owner of such property.

(B) The purpose here is to clarify certain conditions pertaining to the use of lots and access points:

(1) *Dwellings on small lots.* Where there are existing recorded lots which do not meet the minimum lot area requirement and are under separate ownership, single-family dwellings may be constructed as long as a side yard shall be not less than four feet and the arm of the side yards shall be not less than 12 feet, and as long as all other requirements, except lot size, are met.

(2) *Principal uses without building.* Where a permitted use of land involves no structures, such use, excluding agricultural uses, shall nonetheless comply with all yards and minimum lot area requirements applicable to the district in which located, as well as obtain any other license or permit applicable to that particular use.

(3) No dwelling shall be erected on a lot which does not abut on at least one street for at least 25 feet. A street shall form the direct and primary means of ingress and egress for all dwelling units. Alleys, where they exist, shall form only a secondary means of ingress and egress.

(Ord. 10.6, passed 3-17-2009; Ord. passed 1-8-2019)

§ 155.59 MINIMUM OFF-STREET PARKING REQUIREMENTS.

(A) *Off-street parking.* In all districts, except the Commercial District, there shall be provided at any time any building or structure is erected or enlarged or increased in capacity, off-street parking space for automobiles in accordance with the following requirements.

3.7 Pay Period

~~Pay periods shall be bi-monthly with the first period beginning on the 1st day of the month ending on the 15th day of the month, being paid on the 16th of the same month. The second pay period shall begin on the 16th of the month, ending the last day of the month (being the 30th or 31st or, in the case of February, the 28th or 29th on leap year) and shall be paid on the 1st day of the month following.~~

Pay day is the 15th and last day of each month. When a pay day falls on a weekend or holiday, that pay day is moved up to the first banking day prior.

Payroll calendar shall indicate: holiday/office closed, end of pay period, pay day, and one personal day allowed as a holiday.

January 7, 2020

King	aye
Holsworth	aye
Henrichsen	aye
Schumack	aye
Flug	aye

through Friday, with the exception of Law Enforcement and scheduled meetings. For the purpose of pay periods, a work week shall include hours worked between 12:01 a.m. Sunday to 12:00 midnight the following Saturday. The schedule of hours to be worked shall be set by the Board of Trustees.

3.5 Rest Periods

All employees shall receive a paid fifteen minute rest period for every four hours worked in one day in addition to one 1-hour unpaid lunch break.

3.6 Compensation

The Board of Trustees shall have the authority to establish municipal salaries and fringe benefits.

3.7 Pay Period

Pay Day is the 1st and 16th of each month. In the event that a pay day falls on a weekend or holiday, that pay day is moved up to the first banking day before pay day with the exception of January 1 because pay day cannot be moved between tax years.

Payroll calendar shall indicate end of pay period, pay day, and pay day adjustments.

3.8 Rate of Pay

Hourly employees shall be paid at the regular rate of pay for all hours worked, not exceeding forty (40) hours per week.

Salaried employees shall be paid their regular rate of salary. Salary shall be considered monthly compensation for hours worked, regardless of how many hours are worked within the month. Monthly compensations shall be paid out bimonthly with equal parts paid on the 1st and the 16th of each month, regardless of the number of days in the month. i.e. an annual salary shall be divided by 12 to figure monthly compensation, and then divided by 2 for bimonthly pay periods.

3.9 Time Records

The Town is required by law to keep accurate records of time worked for all hourly employees. The time keeping system works not only to ensure compliance with the law but also to assure all of the employees that they will be paid for all time worked.

Each department may require any employee to track hours and activity during hours worked.

3.10 Overtime

Overtime is defined as time that is worked in excess of the first forty (40) hours within the standard work week and does not include hours paid but not worked such as holidays, vacation days or sick days. Overtime shall be paid only for hours worked in excess of forty (40) hours per week, and shall be paid for at one and one-half times the employees regular hourly rate. All abnormal overtime must be **pre-approved**.

3.10.1 Flex Time

The governing board reserves the right to authorize flexible work hours within the 40-hour work week in situations where it is appropriate or necessary. Employees must still adhere

2024

JANUARY						
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FEBRUARY						
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31						

APRIL						
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28	29	30				

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JULY						
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SEPTEMBER						
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OCTOBER						
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27	28	29	30	31		

NOVEMBER						
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DECEMBER						
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14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Holiday/Office Closed

End of Pay Period

Pay Day

One personal day/holiday

12E

HERMOSA TOWN BOARD
TRACKING ISSUES

Street signs

Intersection at south entrance of school
5th and Main (north of school)

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

Bond Schedule

Shorb's easement requirements owed to them by town

Water Connection Issue – 355 Main Street

Future Agenda Item-repair concrete bridge

SBI

Town Office parking/lower level

Annexation: Voluntary Annexation
Andersen Engineers

Survey; Locate 9 Corners

Town office camera system investigation

Requirement drainage on Lone Coyote Development and Carriage Hills

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

126

Terri Cornelison

From: Margie Hopper <margie@gworks.com>
Sent: Friday, May 3, 2024 8:59 AM
To: Terri Cornelison; Jill Dybvig
Subject: Here is the approved pricing and Ordering Document and Packet of info for council!!!!
Attachments: MARGIE - gworks-council-packet-CORE for HERMOSA SD.pptx

Good Morning, Terri and Jill!
I have (at the link below) the Ordering Document for the gWorks Core! Please Notice that we WAIVED the Implementation Fee -- see on Ordering Document!!!!
[Ordering Document - gWorks Core!](#)

Clicking on the Link Above, Terri, once approved, you may simply E sign the ordering document and that will get the ball rolling.





As we discussed you are currently paying \$6,072 for the software you currently have.....so to go fully to the cloud, it is a \$3,528 uplift!

I have also attached a "Council Packet" of power point slides for your review and to help answer any questions as you present to council.

Please reach out any time if you have questions on this information. THANK YOU, both!

Margie Hopper

Account Manager
gWorks
Smarter Government | Stronger Communities | Simpler Solutions
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-  888-608-7666 x253
-  margie@gworks.com
-  www.gworks.com
-  3905 South 148th Street, Suite 200, Omaha, NE 68144

[Book time on my calendar](#)



CITY OF HERMOSA SD

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OUR MISSION

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- Build smarter governments and stronger communities
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- Leverage simple, integrated technologies

The **all-in-one** cloud platform with custom solutions to fit your unique civic needs

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Work Orders & Operations
Managed by Operations.Hub

Payroll & Human Resources
Managed by HR.Hub

Asset & Property Mapping
Managed by Maps.Hub

Accounting & Budgeting
Managed by Finance.Hub

Citizen Engagement
Managed by CitizenEngagement.Hub

OVERVIEW

Key Goals

- Efficiency – integrated platform to reduce manual processes
- Flexibility – access software from any location (cloud-based)
- Simple solutions - easy to use payment solution (auto pay + e-billing)
- Reliable - secure and no software downtime
- Customizable - tailored to your needs

The Unified Solution for Small Governments

Products and services designed to enable small local cities and rural counties leverage software and technology.



HR Hub

Payroll and time-tracking made easy for local governments.



Maps Hub

Visualize assets on a map to make informed decisions and provide public transparency.



Support

Trust friendly, reliable support and professional services to help you every step of the way.



Utility Billing Hub

Streamline utility billing and revenue collection with a user-friendly utility billing system.



gWorks Payments

Process government payments with ease using an integrated payment processing system.



Finance Hub

Simplified fund accounting made for local government.



FrontDesk

Enable your citizens to interact with your government online.



Operations Hub

From permits to work orders, optimize all aspects of your agency's operations.



City of Pawnee

FrontDesk

Finance	HR	FrontDesk	Dashboard	Payments	Public Users	Citizen Requests (311)	Forms	Utilities	Communications	Public Information	Website	Reports	Utility Billing	Operations	Maps	Storage	Settings	My Account
---------	----	-----------	-----------	----------	--------------	------------------------	-------	-----------	----------------	--------------------	---------	---------	-----------------	------------	------	---------	----------	------------

PAYMENTS

Amount Due \$310.41

Payments Processing: \$:

Billed Arrears \$:

Billed Penalty \$9.4:

UTILITIES

Accounts

1372

Move Ins

0

COMMUNICATION - INBOX

No new message



The Integrated Software Solution for Local Governments, Special Districts & Utility Agencies

SOFTWARE INCLUDED IN CORE:

- HR Hub
- Utility Billing Hub
- Finance Hub
- Maps Hub
- Operations Hub
- FrontDesk
- gWorks Payments
- Storage Hub
- Support

- ✓ Simple
- ✓ Secure
- ✓ Integrated



PRICING

gWorks Core for Hermosa SD

Implementation fee (one-time): **0!**

Annual investment: **\$9,600**



Return on Investment

- Approx. \$1.50 per Utility Customer per month reduction in monthly mailed bills and related expenses (software generates E bill notification) as opposed to printing bills.
- Reduction in unbudgeted IT support and hardware maintenance/replacement by eliminating on-premise, servers
- Increased revenue from online bill pay and other business type revenue
- Time savings for city staff to work on other important council priorities
- Modern Native Cloud software accessible from anywhere (with Internet)

Enter search criteria...



SOUTH DAKOTA
MUNICIPAL LEAGUE

MENU

Finance Officers' School | Registration

ARE YOU A MEMBER?

If you are a member, please [sign in \(/login.aspx\)](/login.aspx), or consider [registering \(/general/register_start.asp\)](/general/register_start.asp) before proceeding.

Attendee Type

Attendee Info

Attendee Selections

Please select one of the following (required)

- Member - 2024 FO School Attendee Registration Fee** Price: \$75.00
- Non-Member 2024 FO School Attendee Registration Fee** Price: \$100.00

SAVE & ADD ANOTHER ATTENDEE

SAVE & FINALIZE REGISTRATION

More Actions

CONNECT WITH US



SOUTH DAKOTA
MUNICIPAL LEAGUE

MENU

Finance Officers' School



[REGISTER](#)



[TELL A FRIEND \(/MEMBERS/SEND.ASP?EVENT=1808204\)](/MEMBERS/SEND.ASP?EVENT=1808204)

An educational training program for all Governmental Finance Officers, Assistant Finance Officers, Clerks, Treasurers and other interested individuals.



6/12/2024 to 6/14/2024

When:

Wed-Thurs, June 12-14

Where:

Spearfish Holiday Inn Convention Center
305 North 27th Street
Spearfish, SD

Contact:

info@sdmunicipalleague.org (<mailto:info@sdmunicipalleague.org>),
605.224-8654

[REGISTER](#)

Online registration is available until: 5/29/2024

[« Go to Upcoming Event List \(/events/event_list.asp\)](/events/event_list.asp)

AGENDA

GUEST REGISTRATION

To purchase meals for a guest, please visit the [online store](https://sdmunicipalleague.org/store/ListProducts.aspx?catid=975153) (<https://sdmunicipalleague.org/store/ListProducts.aspx?catid=975153>).

LOCATION/ROOM BLOCK

Spearfish Holiday Inn Convention Center
305 North 27th Street
Spearfish, SD

Standard Rooms: \$79.99+tax/night | Suites: \$109.99+tax/night

800.999.3541

www.holiday-inn.com/spearfishsd (<http://www.holiday-inn.com/spearfishsd>) - use group code FOS

Block closes May 11

CONNECT WITH US

South Dakota Municipal League
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Budget Training



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[TELL A FRIEND \(/MEMBERS/SEND.ASP?EVENT=1857536\)](/MEMBERS/SEND.ASP?EVENT=1857536)



6/18/2024

When: 6/18/2024
9:30 a.m. - 2:30 p.m.

Where: Holiday Inn Rapid City Downtown
505 N 5th Street
Rapid City, South Dakota 57701
United States

Contact: [info@sdmunicipalleague.org \(mailto:info@sdmunicipalleague.org\)](mailto:info@sdmunicipalleague.org)
605-224-8654

[REGISTER](#)

Online registration is available until: 6/11/2024

[« Go to Upcoming Event List \(/events/event_list.asp\)](/events/event_list.asp)

9:30 a.m. **Registration**

10:00 a.m. **Municipal Budget Training – Dollars and \$ense**

to *Rod Fortin*, Director of Local Government Assistance, Department of Legislative Audit
2:00 p.m.

- **Budget and Appropriations**
Who is responsible?
Why is it important?
- **Budget Resources**
Where can I find help?
- **Budget Timeline**
When do I have to start and finish?
- **Budget vs. Cash**
What is the difference?
- **Budget Preparation**
Details
- **Adoption of Appropriation Ordinance**
Reading, Passage, and Publication
- **Budget Execution**
Set-up in Accounting System
Maximum Authorization to Spend
Monitoring
Increasing
Year-end
- **Future Budgets**
Indicators
Flow
Reserves

* **Noon Lunch Provided**

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QUICK LINKS

BOT Meeting

130

11-21-23

PLANNING & ZONING: None.

PUBLIC WORKS: Motion made and seconded to approve and sign the Agreement for Performance of Services of Building Inspector for 2024-2025 and Agreement for Performance of Services of Public Works and Town Maintenance for 2024-2025; vote; three ayes, one abstain, motion carried. Motion amended to strike fluoride testing from original contract; vote; all ayes, motion carried. Modified motion made on amendment; vote; three ayes, one abstain, motion carried. Bolted Tank Interior Floor Reseal, monitored and pending. Open Work Orders, pending. 170 N. Wilder, Garden Meter Refund, motion made to make the refund once the meter is in office possession and in working order; vote; all ayes, motion carried. Motion made to remove Agreement for Performance of Services of Public Works and Maintenance, remove 280 Manning St from Open Work Orders, remove Garden Meter Refund; vote; all ayes, motion carried.

FINANCE OFFICE: Financial reports were provided. Motion made and seconded to reinvest the ARPA CD for three months; vote; all ayes, motion carried. Motion made and seconded to remove Election date, Operating Renewals, License Renewals, and CD Renewals from the agenda; vote; all ayes, motion carried.

OLD BUSINESS: Annexation: Voluntary Annexation, pending. Hermosa Connects: Hermosa Connects will meet December 11, 2023, at 9:00 am, Hermosa Coffee Shop.

NEW BUSINESS: SBHW presentation – pending. Headwaters Economics, pending. Andersen Engineers, Survey; Locate 9 Corners, pending. Motion made and seconded to table Shorb's easement requirements owed to them by town; vote; all ayes, motion carried. Town office camera system investigation, pending. Leasing Town Shop: advertisement sent to Chronicle, waiting for sealed bids. Motion made and seconded to sign the contract services with Joan Harris at \$25 per hour for up to 100 hrs. for a total of \$2,500; vote; all ayes, motion carried. Styles and Kramer met with Hot Springs officials to discuss the town of Hot Springs to take the wastewater from the Town of Hermosa lagoon. The wastewater will be trucked to Hot Springs; they can take up to 2,500 gallons a day. The advertisement for bids to truck the wastewater will be published. Motion made and seconded to proceed with remodeling the town office; discussion. Parking discussion to be on December 5, 2023, agenda. Kramer will call Rich Zacher, SD DOT to discuss parking off of Main Street. Vote on remodeling the town office; all ayes, motion carried. Motion made and seconded to remove 355 Main Street water connection issue from agenda; vote; three ayes, one abstained, motion carried. Item will be placed on Tracking Issues document. Motion made and seconded to approve, "Ordinance 154.02, Definition of Planning & Zoning Commission"; vote; all ayes, motion carried. Motion made and seconded to approve, "Ordinance 155.02, Definition of Planning & Zoning Commission"; vote; all ayes, motion carried. Motion made and seconded to approve, "Chapter 32A"; vote; all ayes, motion carried. (All above ordinances are read as 2nd Reading.) Motion made and seconded to require drainage studies and designs of the storm water systems for the Lone Coyote Development and Carriage Hills Development, and to require the plats be updated with the design of the storm water system, based on the stormwater study, showing all culverts, drainage ways (roads or ditches) retention ponds to ensure the intensity of the flow off the sites are no greater than those before the project before construction can be started. The current plats are no longer approved and they will have to be resubmitted with the design of the storm water system incorporated into the plat; discussion. Attorney concerned about restarting the process; requested the town discuss this issue with KLJ, town engineer, before proceeding. Styles to contact KLJ with KLJ to discuss issue with our floodplain engineer. Concern the process was not correctly followed for final plat process. Motion failed. Motion made and seconded to have KLJ research the Lone Coyote Development and Carriage Hills Development plats to evaluate the requirement for the stormwater and hydrologic design; vote; all ayes, motion carried. Town of Hermosa Resolutions in support of lagoon expansion: motion made and seconded to approve, "05-2023, Clean Water State Revolving Fund Issuer Resolution"; vote; all ayes, motion carried. Motion made and seconded to approve, "06-2023, Surcharge for Improvements to the Sewer System"; vote; all ayes, motion carried. Motion made and seconded to charge the minimum charge for water/sewer connections for all connections to the water and sewer systems, even if the water taps are turned off for any period of time. If a property owner does not want to pay these charges, then the meter will be removed and the service capped and separated from the town system at the property owner's expense. When the property owner decides to reconnect to the town's water system, they will be required to pay a new sewer tap and a new water tap at the rate in effect at that time. All decisions to disconnect will be recorded in gWorks. Discussion. Vote; all ayes, motion carried. Motion made and seconded to remove, "Contract services, Utilization of office space, water connection, 355 Main, Ordinance readings, resolutions, and minimum charge for water/sewer connections from the agenda; vote; all ayes, motion carried.

ITEMS FROM CITIZENS: None.

TRUSTEE INPUT: Ferguson: very informative meeting; Kramer: requested January 2024 meetings be reorganized to meet on January 9 and January 23, 2024, issue to be on December 5, 2023, agenda. Wondered if the trustees want to consider a Christmas party – no action. Henrichsen: would be happy for a Christmas party; good meeting; Styles: thanks to everyone for their attendance; appreciates Simons as new finance officer.

**RESOLUTION 06-2023
TOWN OF HERMOSA, SD
SURCHARGE FOR IMPROVEMENTS TO THE SEWER SYSTEM**

RESOLUTION AMENDING THE TOWN'S RATE STRUCTURE, PROVIDING FOR A SURCHARGE FOR IMPROVEMENTS TO THE SEWER SYSTEM, FOR PAYMENT OF A REVENUE BORROWER BOND AND YEARLY REVIEW OF RATE

BE IT RESOLVED BY THE TOWN BOARD OF TRUSTEES OF THE TOWN OF HERMOSA AS FOLLOWS:

1. **Surcharge for Borrower Bond.** There shall be charged a monthly surcharge for the services provided by the improvement financed by the CW-02 Conservancy District Loan. The surcharge for each loan shall be segregated from other revenues of the Town and shall be used for the payment of the Borrower Bond CW-02 (the "Borrower Bond"). Provided that such surcharge shall create net income, remaining from time to time after first paying all reasonable and current expenses of maintenance, repairs, replacements and operation, sufficient to fund interest, reserve and debt service fund annual requirements.

2. **Rates and collection.** The Town does hereby establish a special charge or surcharge payable by each customer of its system who receives or benefits from the services of the project financed with the Borrower Bond. Such charge or surcharge shall be set at a level which, assuming a 10% delinquency rate, will produce income at the times and in amounts sufficient to pay when due the principal of and interest on the Borrower Bond and the administrative expense surcharge and all other payments as may be required under the loan agreement and Borrower Bond.

3. **Borrower Bond Surcharge.** The following clean water debt service surcharge shall be applicable to all customers served:

Borrower Bond CW-02 Surcharge: \$12.80 per user per month.

This surcharge shall remain in effect until such time as the revenue bond is paid in full. The initial surcharge shall be collected at the same time as other charges of the system. The surcharge is found to be equitable for the services provided by the improvements.

4. **Segregation.** The debt service surcharge shall be segregated from other income of the system in a separate book-keeping account and is pledged to the South Dakota Conservancy District for the payment of the loan payments on the Borrower Bond.

5. **Yearly review.** The amount of the surcharge shall be reviewed from year to year and may be modified in order to provide such funds as are set forth herein. The charges shall be reviewed yearly by Town and administratively adjusted, upwards or downwards, to such amounts as may be necessary to pay principal, interest, administrative surcharge and other charges as may become due and owing under the loan agreement or Borrower Bond.

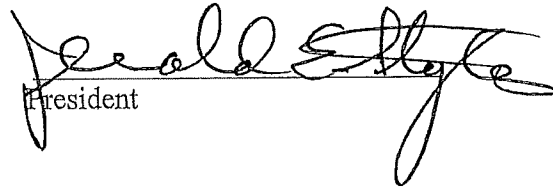
6. **Billing and Accounting.** The surcharges shall be included in the monthly user bill. Nothing contained herein requires the surcharge be indicated on the billing, however, the surcharge segregation shall be indicated on the books of the Town.

7. **Automatic Repeal.** The surcharge for the Borrower Bond shall be automatically repealed when the Borrower Bond is paid in full.

8. **Partial Invalidity.** If any one or more of the provisions of the shall be held invalid, illegal, or unenforceable in any respect, by final decree of any court of lawful jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision hereof.

Adopted at Hermosa, South Dakota, this 21st day of November 2023.

APPROVED:


President

(SEAL)

Attest: Jodi Simmons
Finance Officer

First reading: ~~22 Nov 2023~~ 21 Nov 2023
Published: 29 Nov 2023
Effective: 12 Dec 2023