

HERMOSA TOWN BOARD
TUESDAY, DECEMBER 3, 2024
REGULAR MEETING @ 6.00pm



- 1) **ROLL CALL:**
 - A. BOT Roll Call: Kramer, Ferguson, Koontz, Harris, Serviss
 - B. Acknowledgement of other Attendees
 - C. Pledge of Allegiance to be led by Kramer
- 2) **CALL FOR CHANGES:**
 - A. Review of current agenda items
 - B. Motion to accept the agenda as presented/amended
- 3) **CONSENT CALENDAR:**
 - A. Approval of November 19, 2024, regular meeting minutes
- 4) **CONFLICT OF INTEREST DECLARATION:**
- 5) **SDML WORK COMP:**
 - A. Work comp coverage for volunteers
- 6) **ENGINEER:**
 - A. Approve Engineer's Contract for DWSRF project
 - B. Instruct Engineer to get estimates for repairs and negotiate acquisition for Vaktor Sewer Cleaning truck from Hill City
 - C. Bid Tabulation – Lagoon Expansion – Discuss bids and recommend a notice of award
- 7) **PLANNING & ZONING:**
 - A. Parcel 015920 – Approval of new address – 860 Marie St.
 - B. Permit 2024-45 – Residential Bldg. Application – Approved by Planning – FYI
- 8) **CLAIMS:**
 - A. Review payroll and claims. Motion to approve as presented/amended
- 9) **LAW ENFORCEMENT/ABATEMENTS/COMPLAINTS:**
 - A. Custer County Log
- 10) **LEGAL:**
 - A.
- 11) **PUBLIC WORKS:**
 - A. Streets, Street Light Repairs, Water & Sewer Department Updates
 - B. Open Work Orders
 - C. Streets
- 12) **FINANCE OFFICE:**
 - A. Monthly financials
 - B. Department updates
 1. SDML magazine town highlight for the month of February 2025
 2. Work Session schedule
 - C. Town Shop Lease update

D. Holiday schedule

13) **OLD BUSINESS:**

- A. Headwaters Economics update
- B. Christmas Parade

14) **NEW BUSINESS:**

- A. FEMA DTA – Memorandum of Understanding (MOU) approve and sign
- B. Hermosa Area Growth & Development

15) **ITEMS FROM CITIZENS:** No action will be taken by the board on any issue related without being first placed on a future agenda, by the board, to allow for proper notice. (Reserved time for public comment is 15 minutes). Meetings of the Board of Trustees are open to the public. The audience will be allowed to comment on specific agenda items during the time allotted on the agenda for those items, according to established procedures of the Board. This is a time for members of the public (citizens, business owners, and those living within one mile of the town limits) to express concerns or discuss issues having relevance to the town. Anyone wishing to address the Town Board during this time shall be asked to stand and identify themselves after being recognized by the Board President.

16) **TRUSTEE INPUT:**

17) **EXECUTIVE SESSION:**

- A. Motion to enter Executive Session allowable by SDCL 1-25-2.1 – Legal/Personnel/Contract
- B. Motion to exit out of Executive Session
- C. Motions resulting from Executive Session

18) **ADJOURN:** Motion by _____; Second by _____ to adjourn the meeting at _____ PM.

HERMOSA TOWN BOARD
TUESDAY, NOVEMBER 19, 2024
REGULAR MEETING @ 6:00pm

3A

ROLL CALL: Kramer called the meeting to order on Tuesday, November 19, 2024, at 6:03 pm with the following members present: Kramer, Ferguson, Koontz, and Serviss. Harris attended via the phone. Interested citizens and Attorney Hagg were also present. Pledge of Allegiance led by Kramer.

CALL FOR CHANGES: Motion made by Ferguson and seconded by Koontz to amend agenda with the addition of Item 5G under Engineer Discussion on DWSRF FY22 Loan Cost Estimate and approve agenda as amended; vote: all aye, motion carried.

CONSENT CALENDAR: Motion made by Serviss and seconded by Ferguson to approve November 5, 2024, regular meeting minutes, November 7, 2024, and November 14, 2024, special meeting minutes; vote: all aye, motion carried.

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

ENGINEER: Motion by Koontz and seconded by Serviss to approve the sharing of GIS data with Benesch and Silversmith; vote: all aye, motion carried. Motion by Koontz and seconded by Harris to direct Attorney Hagg to make Silversmith contract read to his liking before adopting; vote: all nay, motion failed. Motion by Koontz and seconded by Serviss to approve the Silversmith contract for approximately \$600 pending satisfactory legal review; vote: all aye, motion carried. Motion by Serviss and seconded by Ferguson to approve quote from Solberg Knowles & Associates for building control panel for North Water Tower in the amount of \$17,500 plus shipping and taxes; vote: all aye, motion carried. Discussion on maps and proposals for crossing under railroad that is part of FEMA grants is pending. Motion by Serviss and seconded by Koontz to approve Work Authorization No. 2 in the amount of \$1,961.25 for Benesch pending spelling correction and more detailed list of various other activities; vote: all aye, motion carried. Motion by Serviss and seconded by Ferguson to approve Contractor Pay Application #1: Conifer Construction for WWTP construction in the amount of \$45,000; vote: all aye, motion carried. Discussion was held on the DWSRF FY22 Loan Cost Estimate that Town Engineer Theodorou provided.

PLANNING & ZONING: Motion by Ferguson and seconded by Serviss to approve 2024-44 – Building Permit – 105 N 2nd St- Replace old shed with new 12'x16'; vote: all nay, motion failed. Motion by Ferguson and seconded by Serviss to waive fees for demolition permit and approve 2024-44 – Building Permit – 105 N 2nd St – Replace old shed with new 12' x 16'; vote: four aye and 1 abstain; motion carried.

CLAIMS: Motion made by Kramer and seconded by Ferguson to approve Payroll and Claims as presented; vote: all aye, motion carried. BANKWEST, classic web banking fee, \$25.00; CONNIE LEIMER, trap/neuter/release program \$43.10; CUSTER COUNTY REGISTER OF DEEDS, filing fee for Preston plat, \$60.00; DAKOTA SUPPLY GROUP, 4" flex PVC for lagoon, \$20.17; CHUCK FERGUSON, 4 inspections/disk pipe & dig hole for lagoon expansion, \$1,406.00; GOLDEN WEST TECHNOLOGIES, monthly service – November 2024, \$567.00; HAWKINS INC, 5 gallon MS314 degreaser, \$290.50; INDEPENDENT AUDIT SERVICES, audit draft for 2022-2023, \$5,625.00; MILLS TRUCK SERVICE, 7 loads 1 inc base/labor to haul and spread gravel, \$2,932.25; MILLS TRUCK SERVICE, 1 inc base/haul 12 loads/3rd st and well pad, \$5,938.89; MT RUSHMORE TELEPHONE, phone/internet – 13418199, 13428720, 13414719, \$323.30; OUR SAVIOR LUTHERAN CHURCH, refund for overpayment of utility bill, \$1,561.12; PRESTON FAMILY, 350 lineal ft of 4" SDR-35 pipe, \$1,988.00; PRESTON FAMILY, purchase Utility Lot 1, \$15,000.00; SANDER SANITATION, monthly sanitation service, \$4,391.69; SOUTH DAKOTA DEPARTMENT OF REVENUE, sales tax for September/October 2024, \$580.54; SDARWS, de-chlorination/flush hydrants, \$200.00; SOUTH DAKOTA PUBLIC ASSURANCE ALLIANCE, annual property/liability insurance, \$9,596.99; SOUTHERN HILLS PUBLISHING, publishing/legal notices – October 2024, \$170.63; TIME EQUIPMENT RENTAL, pump rental for lagoon, \$430.93; YESCO, fuse/mileage/labor to repair street light, \$200.50; **Accounts Payable Total: \$ 51,351.61.** Payroll related: Total Paid On: 11/15/2024: General, \$3,008.22, Water, \$204.32, Sewer, \$122.67, Promoting City/ BBB, \$40.90; EFTPS- Electronic Federal Tax, FED/FICA TAX, \$892.86; **Total Payroll Related Paid: \$4,268.97. REPORT TOTAL: \$55,620.58.**

LAW ENFORCEMENT/ABATEMENTS/COMPLAINTS: No Custer County log was available and there are no new abatements.

LEGAL: Motion by Ferguson and seconded by Serviss to approve Revised Resolution 2024-06 Resolution Dissolving Tax Increment District No. 1; vote: all aye, motion carried.

AMENDED

RESOLUTION NO. 2024-06

A RESOLUTION DISSOLVING TAX INCREMENT DISTRICT NO. 1.

WHEREAS, on September 20, 2005, the Town adopted Resolution No. 2005-12 creating the Town of Hermosa Tax Increment District No. 1 pursuant to SDCL 11-9; and

WHEREAS, on September 20, 2005, the Town adopted Resolution No. 2005-12 approving the Project Plan for the Town of Hermosa Tax Increment District No. 1 pursuant to SDCL 11-9; and

WHEREAS the development and improvements have occurred as contemplated within the Project Plan and all project costs and obligations have been paid; and

WHEREAS, pursuant to SDCL 11-9-45, a total reimbursement of \$91,409.60 shall be paid to the Custer County Treasurer to be disbursed among the tax-levying entities entitled thereto in such amounts as belong to each respectively;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN OF HERMOSA, SD:

That pursuant to SDCL 11-9-46 (2) the Town of Hermosa Tax Increment District No. 1 is hereby dissolved this nineteenth day of November, 2024.

PUBLIC WORKS: Ferguson provided updates on streets, water, and sewer departments.

FINANCE OFFICE: Monthly financials were presented. Motion by Kramer and seconded by Ferguson to allow town staff to use vacation hours for Friday, November 29, 2024, and to close the town office that day; vote: all aye, motion carried.

OLD BUSINESS: Gravel on Tower Road is pending until after water project construction is completed. Motion by Kramer and seconded by Serviss to approve the purchase of a couple loads of gravel, if necessary for street maintenance; vote: three ayes, one abstain, motion carried. Motion by Serviss and seconded by Kramer to approve the town to pay the \$639 closing fee for the Preston land being purchased; vote: all aye, motion carried.

NEW BUSINESS: Motion by Koontz and seconded by Serviss to approve the reimbursement of water testing fees of \$83.90 to Cheryl Neugebauer; vote: all aye, motion carried.

CITIZENS/TRUSTEE INPUT: Audience and trustees had input.

EXECUTIVE SESSION: No Executive Session was held.

ADJOURN: Motion made by Serviss and seconded by Ferguson to adjourn meeting at 8:38 p.m., vote: all aye, motion carried.

ATTEST:

Terri Cornelison
Finance Officer

Linda Kramer
Town Board President

Published once at the approximate cost of _____.

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RECOMMENDATIONS FOR APPOINTING VOLUNTEERS

The following recommendation has been approved by the SDML Workers' Compensation Fund's Board of Trustees to be used as guidelines to consider when appointing volunteer positions. It does not guarantee, assure, or warrant in any way that the Member is in compliance with any Federal, State, or local laws, statutes or regulations and does not carry the force of legal opinion.

- The Minimum age of a Volunteer should be eighteen (18)
- If someone under the aforementioned Minimum age of eighteen (18) that the Federal Child Labor laws are used to define any job functions
- There is someone in a supervisory position to oversee and offer guidance to Volunteer
- Training has been offered to Volunteer
- A 'job description' is available to outline the duties of said Volunteer
- All Volunteers are listed in the entities minutes pursuant to SDCL 62-1-5.1 *including the fire department and ambulance service rosters.* An easy way to make the entry in the council/commission meeting minutes is for the Finance Officer/Auditor/HR person/ Emergency Manager (*the person in charge of appointing volunteers*) to recognize the volunteers at the next council/commission meeting. The entry in the minutes could read something like this: "Volunteers for (*the Name of your Entity*) for (*Date*) 2014 were recognized and it is the intent of the City Council/County Commission to cover these volunteers for work comp purposes. The list is on file at the (*your office that keeps records on file*)".
- In an emergency situation, a sign in sheet is available to have each Volunteer sign their name, Social Security number, the time that they are checking in, and a time when they leave. These lists need to be entered into the minutes at the end of the emergency

SDCL 62-1-5.1 Volunteers serving state or political subdivision without pay – Computing or imputing wage – Certain persons not deemed volunteers.

Any volunteer worker rendering services in or for any agency, department, institution, or instrumentality of the state or of any of its political subdivisions, including counties, townships, school districts, or municipalities, whose services have been duly recommended to the officer or appointed thereto by such officers or governing body, shall for purposes of this title be deemed an employee of the state or the political subdivision, as the case may be. The appointment shall be entered into the official records or minutes of the entity.

In the event of injury or death, for the purposes of computing compensation for volunteer workers other than volunteer firefighters, a volunteer uncompensated worker's employment earnings from all sources during the last six months of employment shall be used. In the event the volunteer uncompensated worker has never been employed, the worker shall be considered to be earning the state minimum wage over a forty-hour week. The worker's average weekly wage shall be calculated by one of the methods in §§ 62-4-25 to 62-4-27, inclusive. In no event may payments to volunteer uncompensated workers exceed the maximum limitations for benefits as set out in this title. No local prisoner, state inmate, or federal inmate providing services to the state or any of its political subdivisions may be considered a volunteer worker under this section.

Rating Basis

If such "Volunteer" receives any remuneration for services, that compensation will be included in the correct classification at audit to determine the Members actual payroll. This said remuneration then eliminates the "Volunteer" status of said individual and they become an employee. All "Volunteers" must be shown in the Members minutes.



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CONSULTING SERVICES AGREEMENT

CLIENT	Town of Hermosa	Project Name	FY22 DWSRF loan C462278-03
Address	PO Box 298	New Well, Water Treatment Plant, Booster Station	
	230 Main Street	Upgrades, Water Pressure Zones and Tank Repair	
	Hermosa, SD 57744	Project Location Hermosa, SD	
Telephone	(605) 255-4291		
Client Contact	Linda Kramer, President	Consultant PM	Anthony L. Theodorou PE
Client Job No.		Consultant Job No.	

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

Assist the town in the design, planning and construction of a new well, a water treatment plant (WRT), upgrades to booster station, pipework modifications to allow for two pressure zones in the water system, and repair of the large water storage tank w/submission to DANR. Conduct bid phase for contractor selection. Provide Construction Management services including inspection services. Coordinate testing for materials quality (excluding the cost of lab/field testing).

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: \$250,000.00.
- 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: November 11, 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

FY22 Drinking Water State Revolving Fund Project C462278-03 – 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 locations for which Engineer's services are being provided are in several locations through the town, primarily focused on the water tank farm on the NE corner of Main Street and Hwy 79 and the north end of 3rd Street. The services are to assist the town in the design, planning and construction of a new well, a water treatment plant to remove radionuclide contamination, an upgrade to the water booster station and engineering services to make pipework modifications to the town's water distribution system to separate the town into two pressure zones. Planning and construction services will also be provided to specify the means and methods to repair the existing water tank and address its leaking issues.

The new well location was chosen based on multiple site visits and discussions with experienced local drilling companies, which found that the creek bed areas provide better water quality with lower possible concentrations of Radionuclides. In addition, the area depicted on the map in Figure 1 is the area approved for the town well under the existing DANR water rights permit. The water rights permit allows the previous well, located by the tanks, to remain on standby if the town replaces it with a new well in the same SW¼ of the SW¼ of Section 29, Township 2 South, Range 8 East, Black Hills Principal Meridian, SD.



Figure 1. Location of the New Well and route for a dedicated line to the ground storage tank farm.

Project Understanding:

The project will be subdivided into two parts, which will be bid, designed and constructed separately under the same DWSRF loan project. The following discusses in detail the designs and services proposed.

Part A. New Well and Water Testing

The new well is proposed to be drilled into the Inya Kara formation, a depth of 1020 feet. The location will require specialized equipment for air percussion drilling and both surface and main casing due to the creek bed geology. Development of the well, including shooting holes into the casing at appropriate depths based on geophysical logging is included.

Once the well is drilled and developed, water samples will be taken from the new well and old well (at the top of the hill) and tested for radionuclides in order to properly design the WRT (water remediation technology) treatment plant. Quality testing will test for iron, manganese and total dissolved solids (TDS). Radionuclide testing includes Gross Alpha, Total Uranium, Radium 226, and Radium 228

Part B. Water Treatment Plant, Water Booster Station, Pipe Network modifications and Tank Repair

The Water Treatment Plant required for the Town is similar in size and type to the current plant located in New Underwood, SD. The company that manufactures the technology has given a size for Z-92 Gross Alpha Removal and Media Exchange cost and Benesch has visited the New Underwood site to measure the building requirements to house the system (22'x24'x 14'H building). See figure 2 for a photo of the system.



Figure 2. Water Treatment Plant (Photo is of the system operating in New Underwood, SD).

The modifications to the water distribution system are based on the water model conducted by Benesch. The map in Figure 3 shows the pressure distribution in the current system. It is clear to see that the system is easily divided into a low-pressure zone (which requires no boosting) and a high-pressure zone to the west that is pressure deficient due to the topography of the town. Concurrent to the town's DWSRF Loan project (C462278-03), A new water tank the northernmost extension of the water system is to be constructed using funds from the \$500,000 ARPA grant provided to Hermosa by Custer County. The target date for selection of a contractor for the water tank is January 31st, 2025, with all construction being completed in the 2025 construction season.

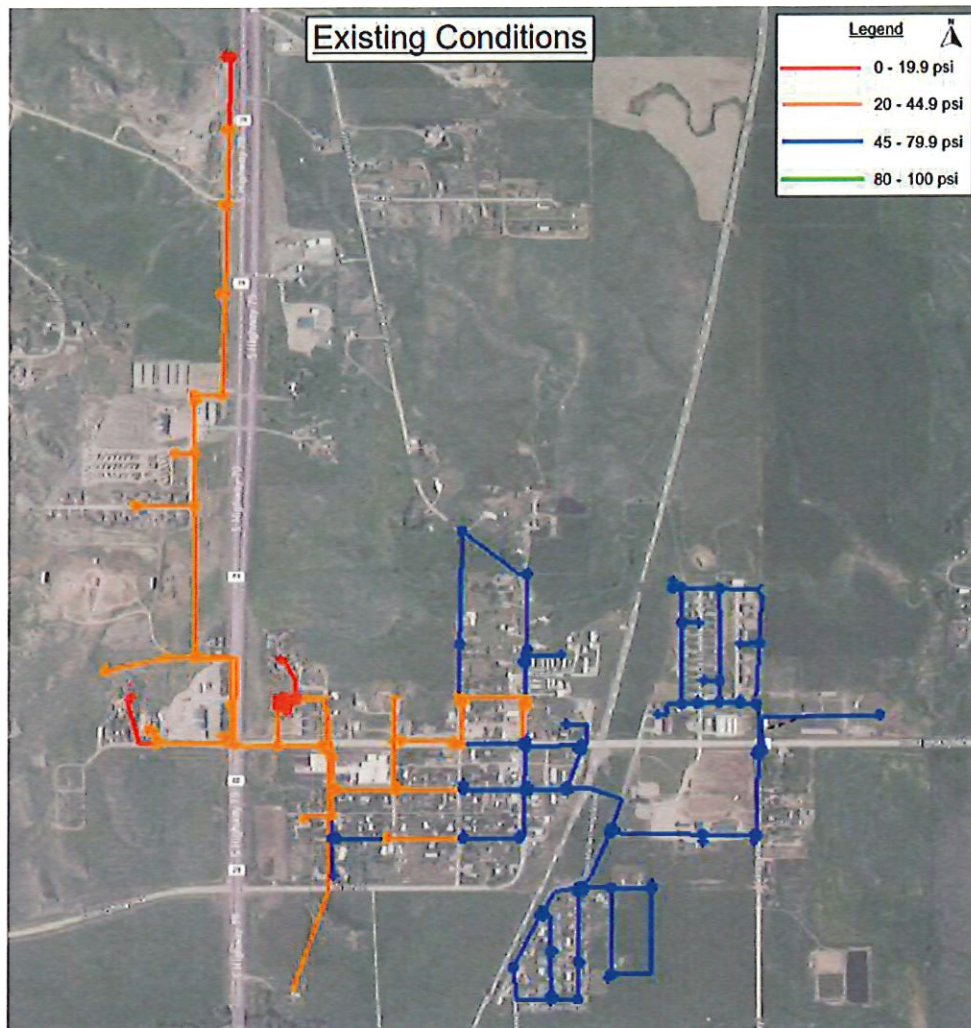


Figure 3. Hermosa Water System Pressure Map (Red and Orange Color < 45 psi)

Once the pipework is modified to allow for boosting of the western pressure zone, the booster station will be upgraded with pumps and controls to maintain pressure in both zones using pressure transducers and actuated valves to switch between zones. The water model will be used to run scenarios to establish the controls protocols to program into the booster station.

Subsequently, the Aquastore model 3157 WT (314,000 gallon) will be taken out of service and the leak repaired. The procedure for taking the tank out of service will be developed by Benesch with the aid of the water model and will not happen until the north tank is fully operational and online. A photo of the leak is provided in Figure 4.



Figure 4. Photo taken July 3, 2024. Slow leak in 314,000 gallon tank that requires repair.

The design and construction phases of will be composed of the following services:

- Prepare the bid advertisement for well 2. The right to refuse the lowest bidder and accept the most qualified bidder will be emphasized.
- Conduct the bid phase and bid opening for the well driller.
- Coordinate the drilling operation and the water sampling and testing.
- Update to the Engineering Cost Estimate for the Water Treatment Plant and Water System Modifications
- Design of the Booster Pumps upgrade.
- Coordinate with suppliers to procure booster pumps and panel drawings for the upgraded booster station. The new pump systems will require a new control panel (with controls, actuated valves and possibly telemetry).
- Topographic survey of the proposed connecting pipework and access roads and ingress/egress easements and driveways.
- Preparation of construction plans and specifications for water system DANR construction permitting and a bid phase.
- Conducting the bid phase for contractor selection for the new well. This will include advertising (cost of advertising not included), bidder Q&A, bid tabulation and review and recommendation of award to the town board.
- Coordinate materials testing requirements, all testing costs are to be billed directly to the town.

- Engineering Support Services will be provided during the selection of the tank repair firm.
- Inspect tank, pipe, valves, pumps and building constructed to verify work meets plans and specs.
- Prepare Standard Operation Procedure for booster station and water treatment plant operation and maintenance.
- Coordinate with the power company to run a service to the water treatment plant location.
- Prepare sampling requirements and locations for startup of the water plant.
- Review laboratory results and report back to DANR the results before bringing well online.

Until DANR's review and approval, we will not open valving from the new well to the town drinking water supply. If they allow us to bring the well online, we will be under the current drinking water permit requirements. If additional time is required by DANR, our contract shall be updated accordingly with additional Engineering fees required for associated Administration services.

Engineering Fees:

Estimated fees for services:

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

Part A. Well 2 and Water Sampling = \$26,500.00

Includes: Well Planning and Construction Management, Water Sampling and Testing: \$26 iron, \$26 manganese \$20 TDS, \$78 Gross Alpha, \$75 Uranium Total, \$104 Radium 226, \$104 Radium 228. Samples required: 1 gallon x 2, 16 oz x 2.

Part B. WRT, Pipework Improvements, Booster Station upgrades and Tank Repair = \$223,500.00

Surveying Phase: Surveying Fees for Topographic and Stake-out Control surveys = \$10,000.00

Preliminary Design Phase: Design of Water Treatment Plant, Modeling Scenarios, QA/QC, Cost Estimates = \$50,000.00

Final Design Phase: Plans and Specifications Preparation = \$55,000.00

Bid Phase: Administration and Contractor Selection = \$22,000.00

Construction Phase: Inspection and Testing Coordination (18 weeks of onsite time) = \$66,500.00

Permitting Phase: Standard Operation and Maintenance Procedures Preparation, Reporting = \$20,000.00

The total amount of \$250,000.00 does not include state and local sales tax, as applicable.

Services not Included:

The following services are not included in this proposal:

1. Additional Water Testing fees required by regulatory agencies
2. State and Local sales tax, permitting, filing and submittal fees
3. Water Permit modifications
4. Design of off-site improvements
5. Environmental and cultural evaluation and permitting
6. Irrigation and Landscape design
7. Construction staking, and materials testing
8. ROW, Soil Erosion and Driveway permit fees.

Project Schedule:

It is anticipated that the design will commence in January 2025, and the bid phase and contractor notice to proceed will be completed by June 30, 2025. The contractor shall complete all work by Fall of 2026.

Parties:

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

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

Scope of Services:

Engineer's scope includes the following tasks:

A1.00 *Survey Phase*

- A. Owner's Responsibilities:
 - 1. Provide known owned utility locations.
 - 2. Ensure access to ROW and Town owned property

A1.01 *Environmental & Floodplain Phase (not included)*

- A. Owner's Responsibilities: All environmental clearances.

A1.02 *Preliminary Design Phase*

- A. Phase Description: Using the topographic survey data and imagery previously acquired in the water model study, fire flow analysis will be evaluated with the proposed scenarios herein.
- B. Engineer will: Update the hydraulic model of the distribution system within the project area. Prepare Preliminary Design Phase documents consisting of an updated memorandum of the model results. The criteria will consist of average day demands, peak day demands and any fire flow characterization to the system. The technical memo along with the previous water model analysis will be combined into a supplement to the facilities plan.
- 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: 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 *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 Water Department understand those requirements.

Some critical pathways to stay within budget will be how much of the proposed improvement can be funded through the SRF loan program.

- 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 two. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.04 *Permitting Phase*

- A. **Phase Description:**

Assist Owner in completing the DANR review of the water system construction permit application (DANR permit review phase of 30 days, May-June 2025).

- 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 water system construction permit in early April 2025 to allow for contractor selection for the project before June 30th, 2025.

A1.05 *Bidding Phase*

- A. **Phase Description.**

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 publication 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.

A1.06 Construction Phase:

A. Phase Description:

1. During this phase, engineer shall complete the general administration of the construction contract. Engineer will consult with owner and act as owners representative as provided in the construction agreement.

B. As basic services, Engineer Will:

1. Conduct a preconstruction meeting
2. Review civil submittals
3. Review and respond to Civil RFIs
4. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.

5. *Baselines and Benchmarks*: As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed. Construction staking shall include the Water Treatment Plant building, piping, and structures.
 6. Conduct eighteen (18) periodic site visits and corresponding observation reports. *Resident Project Representative (RPR)*: Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Approximately 3 hours per day for a maximum of 2 days per week is assumed for the 4.5-month continuous duration construction period.
 7. Conduct a final walkthrough and generate punch list
- C. Deliverables: Review and approval of Contractor pay applications. Supporting documentation, such as photos and reports will be provided, as needed.
- D. Owner's Responsibilities
- E. Assumptions
1. Contractor will be responsible for Complete material testing of subgrade compaction, aggregate base course, concrete or asphalt.
 2. *Defective Work*: Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
 3. *Field Orders*: Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
 4. *Change Orders and Work Change Directives*: Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
 5. *Differing Site Conditions*: Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews, obtain information, and prepare findings, conclusions, and recommendations for Owner's use, subject to the limitations and responsibilities under the Agreement and the Construction Contract.
 6. *Substitutes and "or-equal"*: Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the Engineer's recommendations.
 7. *Applications for Payment (18)*: Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

- a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).
 - b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Agreement or this Task Order. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
8. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.
 9. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate

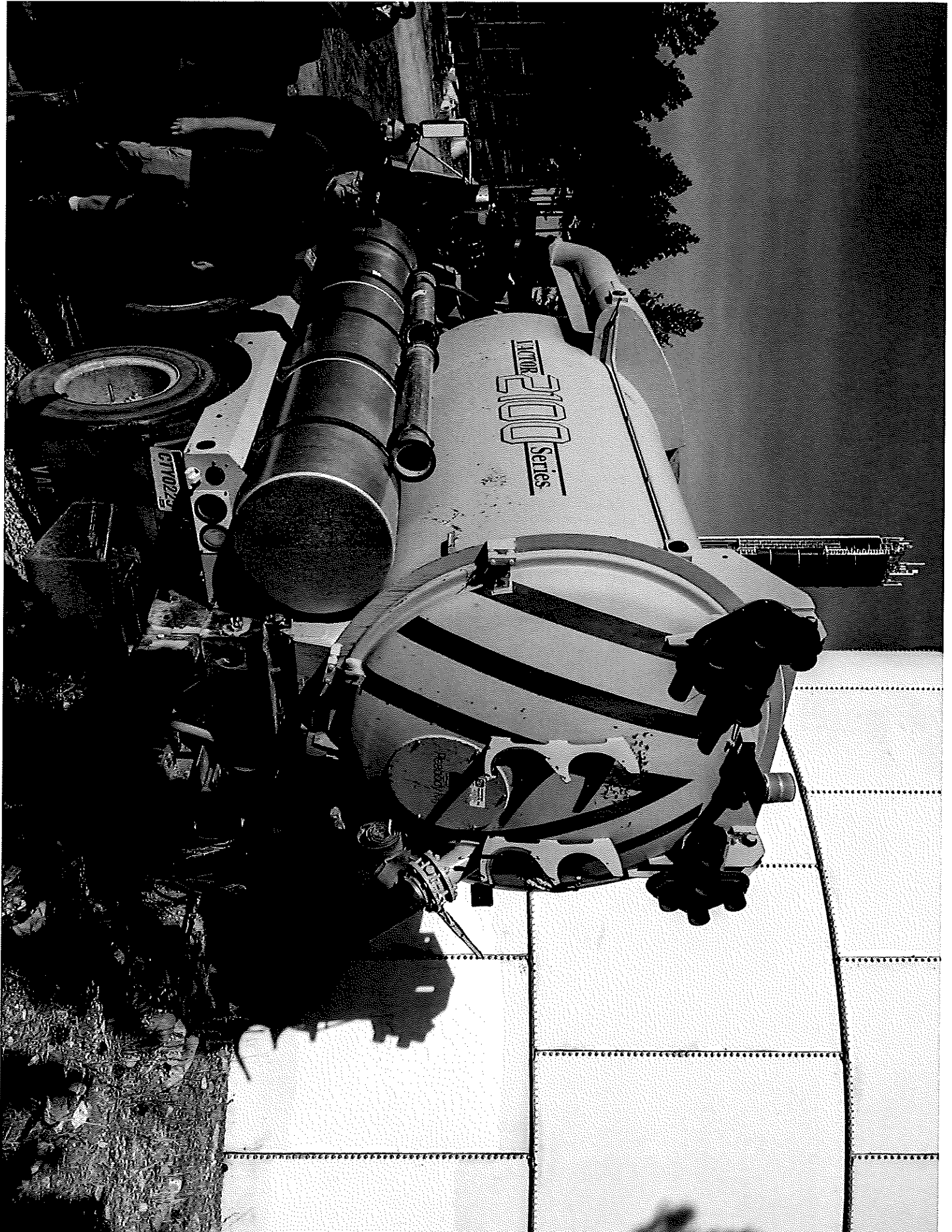
of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.

10. *Final Notice of Acceptability of the Work:* Conduct a final visit to the specific Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") (also available as a construction form, EJCDC® C-626 (2013)) that the Work is acceptable to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under the Agreement and this Task Order.
 11. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.
- F. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the specific Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. Subject to the provisions of Article 1.06.B6, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the final Construction Contract under the Task Order.
- G. *Other Services:* Each specific Task Order may include Basic Services that do not fit into the categories above. Such services should be expressly stated in the specific Task Order itself.

6B



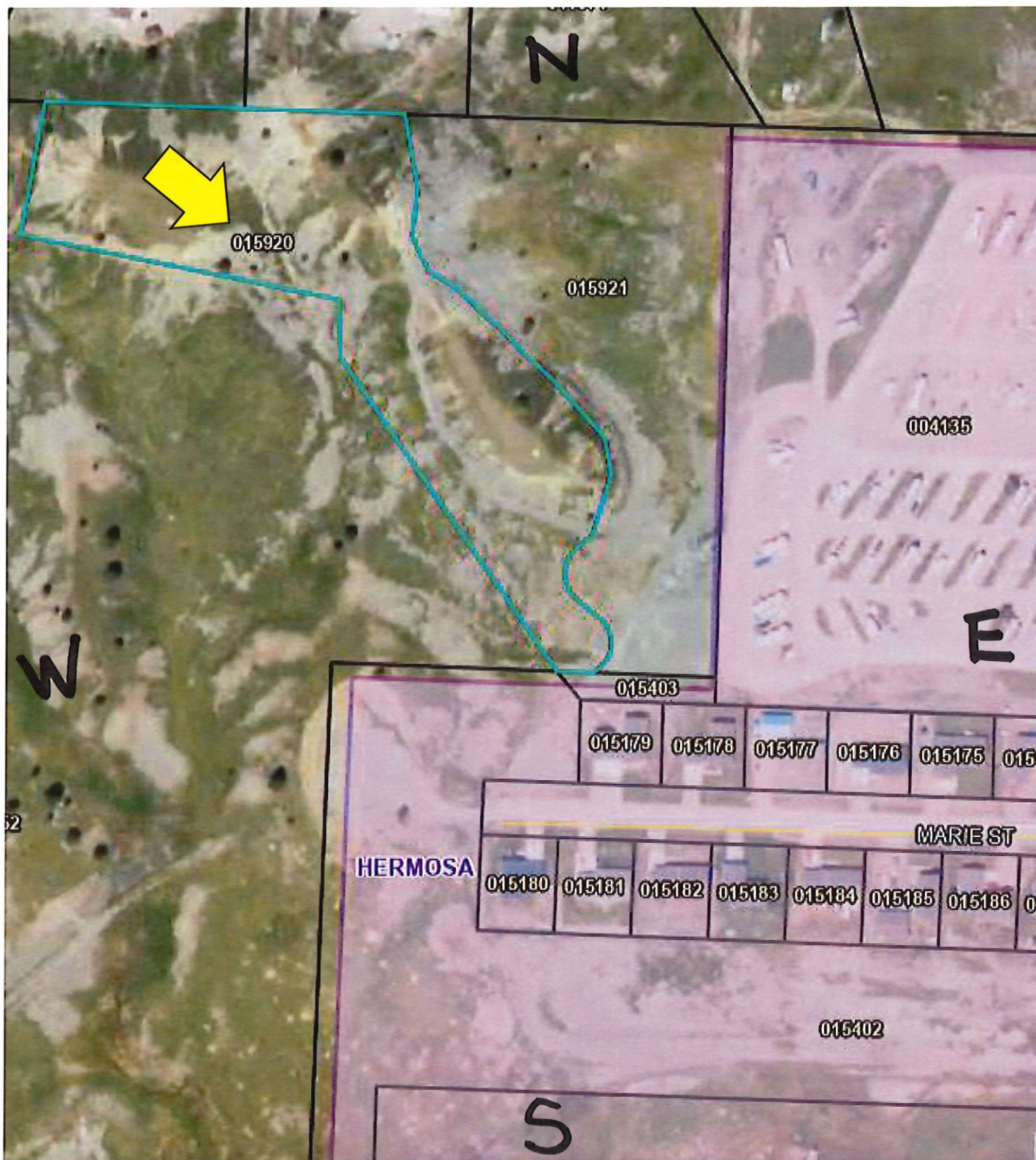






7A

Address for Parcel 015920 - 860 Marie St.



Residential
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Owner Address ELLEDGE MATTHEW GENE
14251 KASSIDI CT
HERMOSA, SD 57744-5136



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HERMOSA TOWN BOARD
TUESDAY, MAY 2, 2023
REGULAR MEETING @ 6.00pm

ROLL CALL: Holsworth called the meeting to order on Tuesday, May 2nd at 6.00 pm with the following members present: Henrichsen, Holsworth, Kramer, Schumack. Also present: Chuck Ferguson, Mitch Johnson(absent), law enforcement and citizens. Pledge of Allegiance led by Dan Holsworth.

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

CONSENT CALENDAR: Motion made, seconded to approve April 18th, 2023 regular meeting minutes as presented; Vote: all ayes, motion carried.

CONFLICT OF INTEREST DECLARATION: None

CLAIMS: A & B Business equipment: Monthly printer/fax fee \$580.25; Black Hills electric Coop: Utilities-Electric 04/2023 \$3,029.85; Chuck Ferguson: Monthly agreement 04/2023 \$2,600.00; Chuck Irvine: Change lightbulb at 250 Main \$10.00, Training expense April 2023 \$120.00; Dakota Supply Group: Booster pump \$1,141.92; Hawkins, Inc.: Drinking water treatment chem. \$197.25; Metering & Technology solutions: Meters, installation kits \$1,553.01; Miller Construction: 3X 22 Ton Base course \$1,884.96; Nelson's Oil & Gas Inc.: Propane-city well \$321.51; Pioneer Bank & Trust: Stamps, Water \$331.03, 2 signature account fee \$25.00; Summit Signs and Supply Inc.: Fire extinguisher annual insp. \$233.00; US Bank: N Sewer TIF-Principal/final \$68,981.35; Accounts Payable Total: \$81,009.13. Utility Deposit Refund: Kathy Brewer \$97.15, Chasen Cole \$92.93, Travis & Kelly Degrote \$4.43, Andrea Paulson \$0.20, Leslee Woodyard \$25.20; UB Deposit Refund Total \$219.91. Payroll related: Legislative \$692.62, Financial administration \$2,011.02, Gen. Gov't buildings \$96.97, Water \$329.94, Sewer \$157.45, Promoting City/ BBB \$52.48, EFTPS-Electronic Federal Tax \$850.41, Health Pool of SD FO & Admin single health/life 05/23 \$1,835.74, SDRS \$724.30. Total Payroll Paid: \$6,750.93. CLAIMS TOTAL: \$87,979.97. By Fund: General \$10,399.25, BBB Gross receipt tax \$300.73, Debt Service \$68,981.35, Water \$6,634.74, Sewer \$1,663.90. Motion made, seconded to approve claims list as amended; Vote: all ayes motion carried.

LAW ENFORCEMENT/ ABATEMENTS/COMPLAINTS: Custer County Log will be included in the next BOT meeting packet. Letter was sent to County Sheriff's office asking to possibly provide more specific information on how many calls throughout the month are addressed outside and within Town limits. They are looking into this request and will work with the town on this matter. Town's yard waste dumpster sign and camera system updated.

LEGAL: Permit #2022-09 for 194 Fairgrounds Place Road – pending

ENGINEER: Water Rehab Project (WRT System)- pending. Hermosa Sidewalk Project-pending. Sewer Project (Lagoon design & expansion) - awaiting design approval. Water/Sewer Facility Plans and Black Hills Council of Local Governments-pending. Town of Hermosa water and sewer extension project-pending, Hermosa Hills drainage-awaiting final walk-through, after the light is installed on Walter street and gravel issues addressed. Whitney street drainage-after all the research and working on various issues, Town's water consumption report for April was only at 1% loss, will continue monitoring the situation and work with the school on this matter. Roy's drive-in – . Mitch Johnson sent a letter to Mr. Ortner, regarding Roy's Drive-In connection to the sewer system, response received. Will request pumping records to assure proper waste disposal. Facility plans for booster, water meters and Rural development - pending.

PLANNING & ZONING: Review of April 25th, 2023, P&Z meeting minutes. Permit 2022-25-Digging/Row– pending. 2023-06– commercial remodeling permit application – pending. Temporary sign permit application-no permit needed, only informational, reviewed and agreed on by P&Z and BOT boards. Motion made, seconded to approve the new address: 850 Marie street for Parcel #015391; Vote: all ayes, motion carried. Permit #2023-14 – Informational permit – park models at Southern Hills RV park review by the board, no motion needed. Motion made, seconded to remove items 9) D. E. & F. from the agenda; Vote: all ayes, motion carried.

PUBLIC WORKS: Update report by Chuck Ferguson: Streets maintenance – ongoing process, streetlights-in good shape, water – samples taken for testing, consumption report shows only 1% of water loss for the month of April, sewer – one of the pumps had to be repaired. The agreement for performance of services of public works and town maintenance - pending. Chuck Irvine training expense of \$120 for attending the classes included in the claims. 72 Fairgrounds place – bill paid in full, will keep monitoring. Motion made, seconded to not charge for the water meter, which was replaced in March, since the old one was not damaged and in good working condition and has been reused as a garden meter; Vote: 3 ayes, 1 Nay, motion carried. Motion made, seconded to remove items 10) E. & F. from the agenda; Vote: all ayes, motion carried.

FINANCE OFFICE: Monthly financials –pending. Department updates: Town of Hermosa selected as a recipient of \$2500.00 traffic control Grant. Election ballot sample presented in the packet. Monte Waltman attended mosquito workshop on 05/02/23 in Rapid City, equipment checked. FO going to gather information to apply for mosquito grant. N Sewer TIF loan paid off and is at \$0 balance.

RESIDENTIAL BUILDING PERMIT APPLICATION

7B

(This Building Permit is Valid for One Year – Please See Page 3 for Exceptions)

DATE 11/25/2024

PERMIT # 2024-45

Receipt # _____	Cash _____	Check # <u>1108</u>	Amount <u>75.00</u> (\$75.00)
-----------------	------------	---------------------	-------------------------------

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

Is Property in the Flood Plain? ___ Yes ___ No Zoning District RI

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

APPLICATION SUBMITTED BY:

Property Owner Name(s) William Reilly
 Mailing Address 780 Marie St
 City Hermosa State SD Zip 57744
 Email williamreilly@protonmail.com
 Phone # Home 605-255-4020 Cell 518-488-7192 Work _____

LEGAL DESCRIPTION

Hermosa Hills Lot 4 in SEC 4 SEC 30 T2 R8

Subdivision name: _____ Lot# 4 Block _____ Lot Size _____
 Zoning District _____ Is this property in the Flood Plain? Yes ___ No ___
 Building address: 780 Marie St, Hermosa SD 57744

CLASS OF WORK TO BE DONE

New structure ___ Demolition ___ Remodel ___ Addition ___
 Residential: Single Family ___ Accessory ___ Multi-Family ___
 Proposed Use Building: Canopy Type steel carport in driveway
 Building Area (Sq. Ft.): 600 Height: 11' # of Units _____
 No. of Stories: 1 No. of Bathrooms: N/A Deck: N/A Deck Area (Sq. Ft.): N/A

SETBACK FROM LOT LINES:

FEET

CITY MINIMUM

Front _____
 Rear _____
 Sides _____

***Applicable Zoning District**

(20'/25')
 (5'/8'/15')
 (8'/10'/25')

Parcel # 015173
OFFICE USE ONLY

(See attached Quote, Purchase Order, Map, and correspondence.)

It is
the
Owner
&

Setbacks			
Primary	Front	Sides	Rear
*RS	20ft	10ft	15ft
*R1	20ft	10ft	15ft
*R2	20ft	10ft	15ft

Accessory Buildings			
Primary	Front	Sides	Rear
RS	**	8ft	5ft
R1	**	8ft	5ft
R2	**	8ft	5ft

Mobile Home Park		
Front	Sides	Rear
20ft	8ft	15ft

**IN NO CASE SHALL AN ACCESSORY BUILDING BE LOCATED TO EXTEND IN FRONT YARD.

Contractor's responsibility to ensure required setbacks are met.

TYPE OF CONSTRUCTION

Wood _____ Concrete _____ Block _____ Brick _____ Modular _____ Other Steel

FOUNDATION N/A

Thickness of Foundation _____ Thickness of footings _____ Width of Footings _____ Depth _____
 Pier Foundation System: _____ Diameter of pier _____ Spacing of piers _____

CONTRACTOR INFORMATION

Contractors must all be registered with the Town of Hermosa

Contractors	Company Name	Phone #
General	<u>Murphy Sheds</u>	<u>605-355-6560</u>
Structural	<u>TRI-STATE CARPORTS</u>	<u>877-494-2997</u>
Electrical		
Plumbing		
Heat/Mechanical		
Framing		
Drywall		
Siding		
Roofing		
Concrete		
Excavation		

*Appropriate drainage must be maintained.

Are there any of the following on site: Hazardous materials Yes _____ No ✓
 Lead paint Yes _____ No ✓
 Asbestos Yes _____ No ✓

Does the building have a Historical Designation: Yes _____ No ✓

Current utilities on site: Gas _____ Water _____ Electricity _____ Municipal Sewer _____ Septic _____

Proposed utilities: None

INSTALLING A NEW WATER METER? YES / NO - WATER METERS WILL BE PROVIDED BY THE TOWN OF HERMOSA AT COST TO APPLICANT. CURRENT METER COST \$200.00 To be assessed with Building Fee Calculations.

Describe Work: N/A

Drainage on property must not affect neighboring lots and/or town right-of-way.

✓ TOTAL COST ESTIMATE OF IMPROVEMENTS: \$ 6865.83 (with tax)

✓ TOTAL LOT AREA (length x width): _____ sq. ft.

✓ TOTAL LOT COVERAGE (Structures): _____ sq. ft.

✓ % OF LOT COVERAGE: _____%

Page 2

NO CHANGE AS ITS
INSTALLED IN EXISTING
DRIVEWAY

Town of Hermosa

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

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

Email: town@hermosasd.com

Every permit issued by the Planning Department under the provisions of this code shall expire by limitation and become null and void if the building or the work authorized by such permit is not commenced within 12 months from the date of such permit or if the building or work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of one year. If so, before such work can be re-started, an extension of the permit shall be first obtained to do so, and a service charge of \$35.00 shall be required, provided no changes have been made or will be made in the original plans and specifications for such work.

In filing this application, I hereby grant to the Hermosa Town Board, and their designee(s), permission to inspect any and all structures and land involved in my application for the purpose of ascertaining compliance with the ordinance of the Town of Hermosa and the State of South Dakota which permission shall continue so long as the application or an appeal there-on is pending. It is my responsibility to ensure the presence of the Town Maintenance Supervisor during water and sewer connections.

I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. The granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction.

I understand Permit application fees are due upon submittal and are **non-refundable**. I understand **incomplete plans will be returned to applicant for resubmission**. Final fees are based upon building calculations and are due and payable when the permit has been approved. Permits are reviewed by the town engineer; those expenses will be included with the permit fees and applicant will be responsible for those expenses.

A CERTIFICATE OF OCCUPANCY MUST BE OBTAINED BEFORE OCCUPYING THE STRUCTURE.

X Willing Reilly
Signature(s) of Owner(s) (If Owner Builder)

11/25/24
Date

X _____
Signature(s) of Contractor/Authorized Agent

Date

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

PLANNING COMMISSION	HERMOSA BOARD OF TRUSTEES
<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied	<input type="checkbox"/> Approved <input type="checkbox"/> Denied
NAME: <u>Jill Dybvig</u>	NAME: _____
TITLE: _____	TITLE: _____
SIGNATURE: <u>Jill Dybvig</u>	SIGNATURE: _____
DATE: <u>11-25-2024</u>	DATE: _____
APPLICATION FEE: <u>\$75.00</u> DATE PAID: <u>11/25/2024</u>	DATE PERMIT ISSUED: _____

RESIDENTIAL SITE PLAN REQUIREMENTS

THIS CHECKLIST MUST BE COMPLETED AND RETURNED WITH THIS APPLICATION.

****REQUIRED** - PLEASE NOTE: Incomplete plans will be returned to applicant for resubmission.**

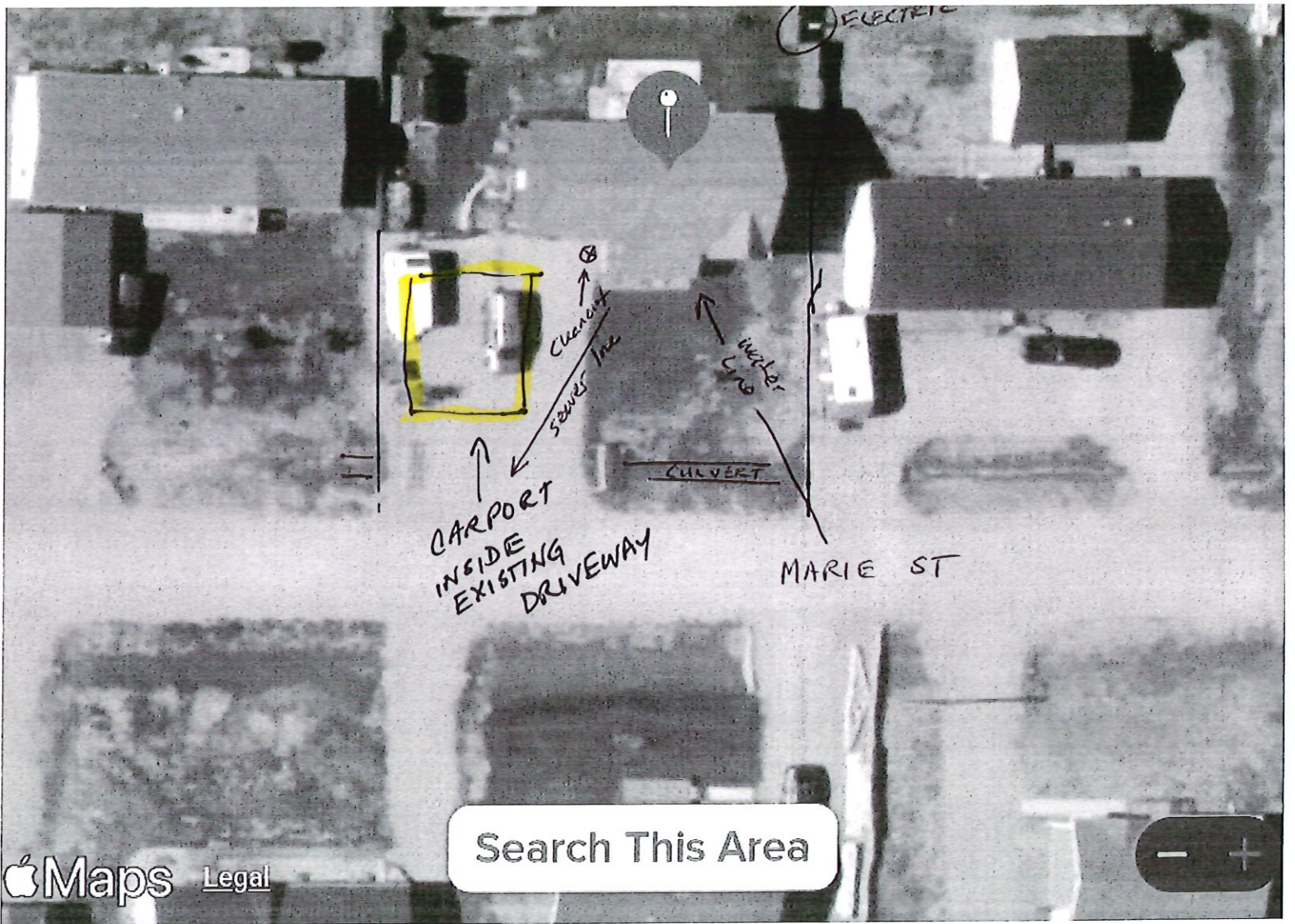
As per zoning ordinance do not cover more than 40% of lot.

General Site plan drawn to scale (1" = 20" preferred)

- 1. Show scale *See Attached Map*
- 2. Show North arrow "
- 3. Lot dimensions, property lines "
- 4. All existing structure and their distances to property lines "
- 5. All new structures and distances to property lines (VERIFY SETBACKS). THIS INCLUDES ALL DECKS!!!! "
- 6. Additions to existing structure and distances to property lines (VERIFY SETBACKS) "
- 7. Building dimensions *See attached Quote*
- 8. Adjacent roads *N/A*
- 9. Driveways – Indicate Curb & Gutter or **CULVERT INFORMATION IS A REQUIREMENT!**
- 10. Parking spaces – if applicable (*2*)
- 11. Show location of all utilities
 - 1. Electric ✓
 - 2. Water ✓
 - 3. Sewer ✓
- 12. Show exact location of Curb Stop and Sewer Clean Out (measurement from property lines)
- 13. Well location – if applicable *N/A*
- 14. Septic location – if applicable *N/A*
- 15. Footing Detail and Foundation Plan – **MUST BE INCLUDED!** *N/A*
- 16. Drainage *N/A*
- 17. Other *Secured with 8 steel anchors.*

Additional information that may be required

- B. Complete Mechanical Floor Plan *See attached Quote*
- C. Wall Section and Full Sections "
- D. Open water areas, (streams, creeks, and natural drainage ways) *N/A*
- E. Are you in the Flood Plain?



780 Marie St



Directions

780 Marie St, Hermosa, SD 57744, United States

Search this area for...

Claims for approval 12-03-2024

VENDOR	REFERENCE	AMOUNT
A & B BUSINESS EQUIPMENT	MONTHLY PRINTER/FAX FEE	\$ 541.66
BANK WEST MASTERCARD	LODGING/STAMPS/ADOBE/TV/TV STAND/WET VAC	\$ 1,843.04
BENESCH	LAGOON EXPANSION BID & CONTRACT ADMINISTRATION	\$ 1,670.55
BENESCH	LONE COYOTE WATER/SEWER EXTENSION CIVIL DESIGN	\$ 4,624.00
BENESCH	HERMOSA WASTEWATER TREATMENT PLANT CONST PLANS	\$ 4,816.00
BENESCH	SMOKE TESTING & SEWER EVALUATIONS	\$ 1,575.00
BENESCH	NORTH WATER TANK DESIGN	\$ 16,612.37
BLACK HILLS ELECTRIC COOP	UTILITIES ELECTRIC NOVEMBER 2024	\$ 3,016.71
CLAYCOMB ENGINEERING	FLOODPLAIN DEVELOPMENT PERMIT #2024-29	\$ 416.00
CLAYCOMB ENGINEERING	FLOODPLAIN DEVELOPMENT PERMIT #2024-34	\$ 880.00
CLAYCOMB ENGINEERING	FLOODPLAIN DEVELOPMENT PERMIT #2024-32	\$ 368.00
CLAYCOMB ENGINEERING	FLOODPLAIN DEVELOPMENT PERMIT #2024-35	\$ 368.00
COLLIERS SECURITIES	PLACEMENT AGENT FEES FOR WASTEWATER BOND	\$ 12,000.00
CONIFER CONSTRUCTION LLC	WWTP CONSTRUCTION PAYMENT #1	\$ 45,000.00
CUSTER COUNTY AUDITOR	REMAINING TIF FUNDS	\$ 91,409.60
CHUCK FERGUSON	NOVEMBER 2024 SERVICES	\$ 3,120.00
H2O CLEAR SOLUTIONS	REMAINING PAYMENT FOR WASTEWATER TREATMENT SYST	\$ 235,000.00
HAGG & HAGG LLP	MONTHLY RETAINER FEE/5 BILLABLE HRS @ \$275/COPIES	\$ 3,948.00
HARLAND CLARKE	CHECKING ACCOUNT DEPOSIT SLIPS	\$ 165.64
MAY ADAMS GERDES & THOMPSON LLP	BANK COUNSEL FEES FOR WASTEWATER BOND	\$ 725.00
MEIHERHENRY SARGENT LLP	BOND COUNSEL FFES FOR WASTEWATER BOND	\$ 3,350.00
CHERYL NEUGEBAUER	REIMBURSEMENT FOR WATER TESTING	\$ 83.90
PENNINGTON TITLE COMPANY	PURCHASE OF UTILITY LOT 1/CLOSING COSTS	\$ 15,639.00
RURAL DEVELOPMENT	RD 1 LOAN-NOVEMBER INTEREST & PRINCIPAL	\$ 1,278.00
	RD 2 LOAN - NOVEMBER INTEREST & PRINCIPAL	\$ 417.00
	RD 3 LOAN - NOVEMBER INTEREST & PRINCIPAL	\$ 222.00
Accounts Payable Total		\$ 449,089.47
Payroll related		
Total Paid On: 11/29/24		
	Legislative, Financial Administration, Govt Blds	\$ 3,935.44
	Water	\$ 430.45
	Sewer	\$ 179.03
	Promoting City/BBB	\$ 59.58
SOUTH DAKOTA RETIREMENT	SDRS	\$ 1,024.66
EFTPS-ELECTRONIC FEDERAL TAX	FED/FICA TAX	\$ 1,188.93
HEALTH POOL OF SD	ADMIN/FO SINGLE HEALTH 12/24	\$ 1,969.00
Payroll Total		\$ 8,787.09
***** REPORT TOTAL *****		\$ 457,876.56

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
A & B BUSINESS EQUIPMENT INC	MONTHLY PRINTER/FAX FEE	541.66		370	12/03/24
A & B BUSINESS EQUIPMENT INC	MONTHLY PRINTER/FAX FEE		541.66		
BANKWEST CARDMEMBER SERVS	TV STAND FOR BH RECOVERY		1,843.04	371	12/03/24
BENESCH	NORTH WATER TANK DESIGN		29,297.92	18098	12/03/24
BLACK HILLS ELECTRIC COOP., Inc	UTILITIES-GENERAL		3,016.71	375	12/01/24
CHERYL NEUGEBAUER	REIMBURSE FOR WATER TESTING		83.90	18084	11/20/24
CLAYCOMB ENGINEERING	FLOODPLAIN PERMIT 2024-34		2,032.00	18099	12/03/24
COLLIERS SECURITIES	PLACEMENT AGENT FEES-REV BOND		12,000.00	367	11/22/24
CONIFER CONSTRUCTION LLC	WWTP CONSTRUCTION PAYMENT #1		45,000.00	18086	11/21/24
Custer County Auditor	REMAINING TIF FUNDS		91,409.60	18087	11/21/24
EFTPS-Electronic Federal Tax	FED/FICA TAX		1,188.93	365	11/29/24
CHUCK FERGUSON	NOV 2024 CONTRACT SERVICES		3,120.00	366	11/29/24
H2O CLEAR SOLUTIONS	REMAINING PAYMENT FOR WMTS		235,000.00	363	11/21/24
HAGG & HAGG LLP	DECEMBER 2024 RETAINER FEE		3,948.00	18100	12/03/24
HARLAND CLARKE	CHECKING ACCT DEPOSIT SLIPS		165.64	376	11/20/24
HEALTH POOL OF SOUTH DAKOTA	LIFE INS	21.00		18097	11/29/24
HEALTH POOL OF SOUTH DAKOTA	FO SINGLE HEALTH INSURANCE	1,969.00	1,990.00	18101	12/03/24
MAY ADAM GERDES & THOMPSON LLP	BANK COUNSEL FOR WW REV BOND		725.00	369	11/22/24
MEIERHENRY SARGENT LLP	LEGAL FEES FOR WW REVENUE BOND		3,350.00	368	11/22/24
PENNINGTON TITLE COMPANY	PURCHASE OF UTILITY LOT 1		15,639.00	18085	11/20/24
RURAL DEVELOPMENT	RD 1 LOAN NOV 2024 PRINCIPAL	1,278.00		372	11/21/24
RURAL DEVELOPMENT	RD 2 LOAN - NOV 2024 INTEREST	417.00		373	11/21/24
RURAL DEVELOPMENT	RD 3 LOAN - NOV 2024 INTEREST	222.00	1,917.00	374	11/21/24
SOUTH DAKOTA RETIREMENT SYSTEM	SDRS		1,024.66	18096	11/29/24

=====
Accounts Payable Total 453,293.06

Utility Refund Checks

Refund Checks Total

Payroll Checks

101	GENERAL	3,935.44
211	BBB GROSS RECEIPTS TAX	59.58
602	WATER	430.45
604	SEWER	179.03

Total Paid On: 11/29/24 4,604.50

=====
Total Payroll Paid 4,604.50

=====
Report Total 457,897.56
=====

- 21.00 Life Ins pd by
Employees

457,876.56

CLAIMS REPORT
CLAIMS FUND SUMMARY

FUND	NAME	AMOUNT
101	GENERAL	47,227.43
211	BBB GROSS RECEIPTS TAX	77.47
301	DEBT SERVICE	91,409.60
602	WATER	20,564.72
604	SEWER	298,618.34

	TOTAL FUNDS	457,897.56

12 B 1

Terri Cornelison

From: Emilie Miller <emilie@sdmunicipalleague.org>
Sent: Tuesday, November 26, 2024 8:03 AM
To: Terri Cornelison
Subject: RE: City Highlight Feature - call for content

Hi Terri, that sounds great! We'll put you down for the February issue. Below are the specs. I'll shoot you a reminder when it gets closer as well. If you have any questions, just let me know.

Thanks!

City Highlight Specs

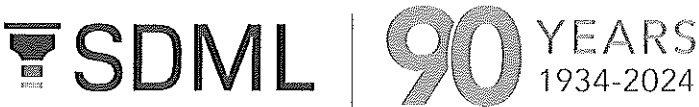
- Usually fills one page of the publication.
- Approximately 400 words. Include a byline – it can be a person or organization.
- I can take content in a Word document or in the body of an email.
- Includes at least one photo, but I usually try for three. Depends on word count. If you could send five, it helps so we can pick the best fit depending on the quality and space.
- Photos should be high-quality. Ones taken on smart phones are usually good. Photos pulled from websites are not. If you're familiar with sizing, I recommend 300 dpi at 5 inches wide (or 1MB+ in file size).
- Include any captions or photographer credit needed.
- This feature prints in full color.
- Article may share a page with an advertiser (more likely if the article ends up spilling onto a second page).
- Due Jan. 10 for the February issue.

EMILIE MILLER

DIRECTOR OF MARKETING & COMMUNICATIONS

emilie@sdmunicipalleague.org | 605.224.8654

www.sdmunicipalleague.org



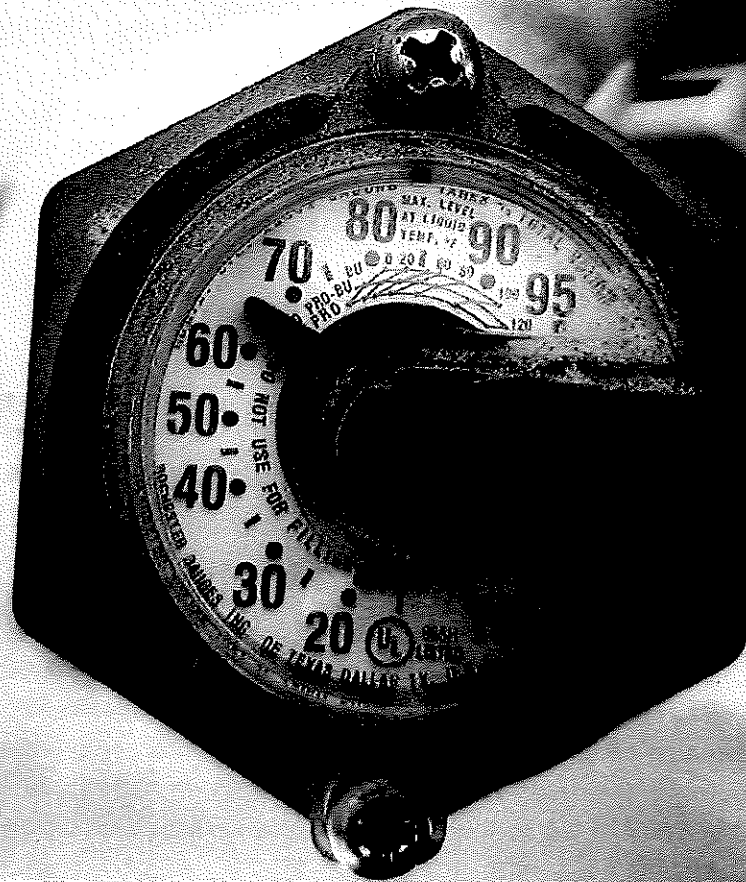
From: Terri Cornelison <terri@hermosasd.com>
Sent: Tuesday, November 26, 2024 8:58 AM
To: Emilie Miller <emilie@sdmunicipalleague.org>
Subject: RE: City Highlight Feature - call for content

Emilie:

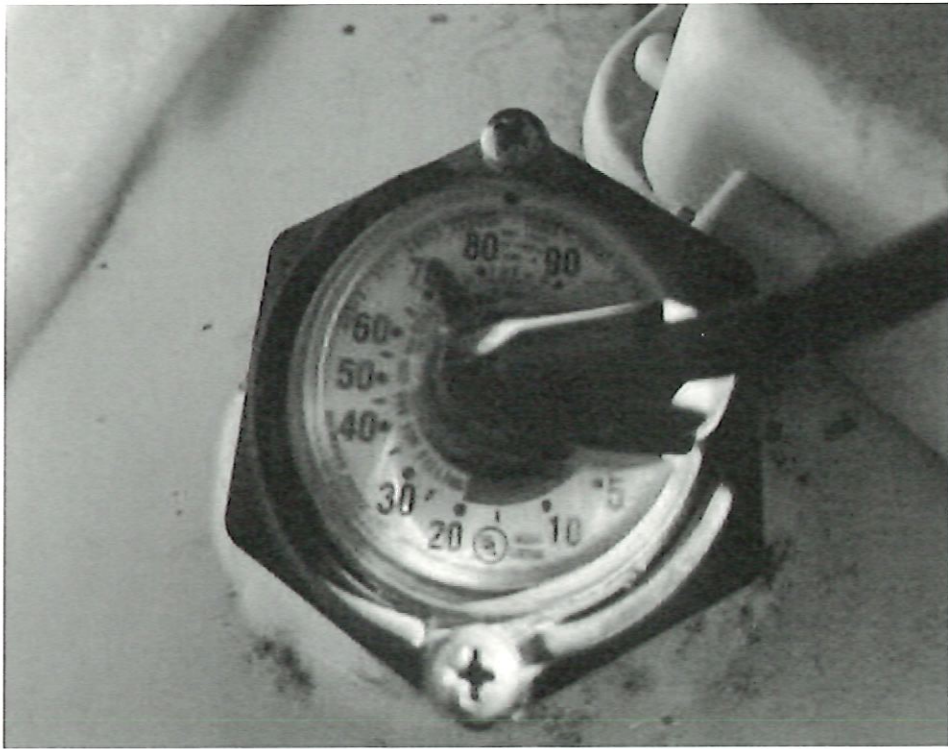
I would like to sign the Town of Hermosa up for February of 2025 if it is still available? We are in the process of expanding our lagoon and water system and have our first annual Christmas parade on December 14th.

Thank you

12C



1/16/2024 Propane
Town Shop
Gael Bolduc



11/27/2024
Propane Town Shop
Terri Cornelison

Example

NOTICE TO BIDDERS

TOWN OF HERMOSA

The Town of Hermosa is requesting sealed bids for the lease of the Town Shop (36' wide x 38' long and 12' side walls. With two 15' 2" sliding doors and one 36" by 81" man door). The shop can be viewed during the town's office business hours. The shop has concrete floors one bathroom and is heated. A contract will be written up and signed by the high bidder and the Town. The lease will be for one year with four option years. The price of the lease will go up 3% each option year. The Town has the right to refuse any or all bids. The sealed bids are due by 5:00 pm on _____ . The bids will be opened on _____ at the regular Board of Trustees meeting. The sealed bid shall include the amount bid per year, the name of the person or entity bidding along with phone number and mailing address of the bidder. The sealed bids can be mailed or delivered to the Town Office. Please mail the sealed bids to PO Box 298, Hermosa SD 57744 or delivered to the Town Office at 230 Main Street, Hermosa. The building may be used as a mechanic shop, storage, retail or other uses approved by the Hermosa Board of Trustees. Any modifications to the facility will be required to be approved by the Hermosa Board of Trustees and town engineer. The cost of the modification will be at the tenant's expense.

Published three times at the approximate cost of _____ and may be viewed free of charge at www.sdpublicnotices.com.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
FEDERAL EMERGENCY MANAGEMENT AGENCY AND
TOWN OF HERMOSA, SOUTH
DAKOTA**

I. Parties:

The parties to this Agreement are the Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) and Town of Hermosa.

II. Purpose:

The purpose of this Agreement is to provide a framework for the collaboration of FEMA and Town of Hermosa to carry out their respective roles and responsibilities with respect to Non-financial Direct Technical Assistance (DTA) under FEMA's Building Resilient Infrastructure and Communities (BRIC) program. This Agreement sets forth the terms by which FEMA will provide BRIC DTA to Town of Hermosa. This agreement is not intended to be legally binding.

This Agreement is not an award of, or approval for, FEMA funding. Any financial assistance from FEMA would only be available through a separate application and award process, such as the process detailed in the current BRIC Fiscal Year 2023 Notice of Funding Opportunity (NOFO), or through another FEMA Hazard Mitigation program. This Agreement in no way guarantees that there will be a separate agreement for financial assistance or reimbursement of any kind.

FEMA and Town of Hermosa recognize the value of working with one another to strengthen the resilience of Town of Hermosa by leveraging tailored technical support from FEMA, and other partners, so that Town of Hermosa can design and implement holistic, equitable, climate adaptation and risk reduction solutions that advance local objectives and close capability gaps.

The technical assistance provided by FEMA in relation to this Agreement, and the outcomes related to such technical assistance, will vary based on the availability and resources of FEMA and Town of Hermosa.

III. Context

Millions of people living across the United States, its territories, and in Tribal lands are affected by natural hazards each year. Underserved communities and its citizens are often disproportionately impacted by such hazards and sometimes have fewer resources to 'build back better' following disasters, or otherwise increase their resilience to future risks. With the escalation in the frequency and intensity of natural hazard events, the imperative to reduce risk and strengthen resilience has intensified, especially for people on the frontlines, who will experience the most adverse consequences of climate change.

In recognition of these needs, FEMA established the BRIC DTA initiative to provide wide-ranging non-financial support and technical assistance to underserved communities to undertake hazard mitigation solutions, including but not limited to climate risk assessments, community engagement, partnership building, and mitigation and climate adaptation planning. Support for BRIC DTA communities can be provided regardless of the timing or status of any grants the community may pursue or receive.

IV. Authority:

Section 203 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act) (42 U.S.C. § 5133), Predisaster Hazard Mitigation, as amended.

V. Definitions:

As used in this Agreement:

"BRIC DTA Facilitator" means a Regional FEMA staff who coordinates directly with one or more communities as their FEMA BRIC DTA point of contact.

"Community Partners" can be organizations from within and outside the government that may facilitate capacity building, offer subject matter expertise, leverage resources, and/or enhance community engagement. Partners may include, but are not limited to, other government entities, nonprofits, non-governmental and community-based organizations, labor unions, advocacy groups, chambers of commerce and major employers or anchor institutions, and philanthropic organizations.

"BRIC DTA Contractors" are experts working under contractual agreements (i.e., contracts, interagency agreements, etc.) with FEMA to support delivery of technical services to a community as part of the BRIC DTA initiative.

"Community Engagement" is the process of working collaboratively with a diverse group of stakeholders to address issues affecting their well-being.

“BRIC DTA Action Plan” describes the technical assistance activities that the BRIC program will provide, as developed, and agreed upon by Town of Hermosa, FEMA, and any other relevant partners, to address the needs and gaps identified.

VI. Responsibilities:

A. FEMA’s Responsibilities

FEMA will:

1. Approach BRIC DTA as a collaborative effort, recognize the inherent expertise within Town of Hermosa, and remain open to mutual learning and growth.
2. Recognize that the BRIC DTA initiative is community driven. FEMA acknowledges that there is no “one-size fits all” technical assistance model, and that the approach to planning and capacity building for local risk reduction and climate resilience must be customized, flexible, and adaptable.
3. Assign a BRIC DTA Facilitator to work alongside Town of Hermosa to understand the community’s vision for resilience and assess and define technical assistance needs.
4. Consult BRIC DTA Contractors in support of the community’s vision for resilience and the development of specific strategies to address community technical assistance needs and build partnerships.
5. Support and advise Town of Hermosa in the development of a BRIC DTA Action Plan that identifies specific strategies and actions to build capacity and advance potential projects and partnerships under the BRIC program.
6. Ensure that the BRIC DTA Action Plan, and the overall delivery of BRIC DTA, respects cultural norms and traditions and acknowledges past and current disparities.
7. Work together with Town of Hermosa and other partners to access best available science and knowledge about risk and climate change and help integrate into design considerations.
8. Support Town of Hermosa in advancing decision-making processes that include representatives from all affected groups.
9. Collaborate with Town of Hermosa to help identify and leverage partnerships that are best suited to meet local climate resilience and hazard risk reduction needs at all governmental levels, and with other non-profit, foundation and private partners.
10. Foster outreach to and engagement with Town of Hermosa using tailored tools and approaches to establishing shared goals and projects that meet community-wide resilience priorities across stakeholder groups consistent with the BRIC program.
11. Support development of projects that leverage co-benefits and address multiple hazards to create additional value; assist with project identification and planning under the BRIC program.
12. Partner with Town of Hermosa for up to 36-months (from the effective date of this Agreement) to identify needs, build partnerships and deliver wide-ranging technical assistance based on the BRIC DTA Action Plan.

B. Town of Hermosa's Responsibilities

Town of Hermosa will:

1. Invite FEMA to work collaboratively with Town of Hermosa to maximize the achievement of their climate resilience and hazard mitigation goals.
2. Engage in the development of a Community Needs Assessment that will build an understanding of Town of Hermosa's vision for resilience and identify gaps in capacity.
3. Formulate a BRIC DTA Action Plan, with FEMA's support, that identifies specific strategies to build capacity and advance community-wide mitigation or resilience projects under the BRIC program and expand partnerships.
4. Foster community engagement to involve diverse stakeholders into the planning process and ensure plans represent the interests of the full community.
5. Communicate progress towards the implementation of risk reduction and climate adaptation projects eligible under the BRIC program.
6. Identify and build partnerships across all governmental levels, and the private and nonprofit sectors, to advance goals and support Town of Hermosa's long-term risk reduction and climate resilience endeavors.
7. Provide feedback to FEMA so that the Agency can improve current BRIC DTA delivery in real-time and better understand overall gaps and barriers to accessing mitigation grants, as well as adapt the initiative to better meet the needs of future participants.
8. Share best practices, successes, and challenges with peers and those interested in participating in the initiative.
9. Prioritize committing community time and resources to the BRIC DTA process, to the extent possible, to ensure successful collaboration.
10. Partner with FEMA for up to thirty-six months to identify needs, build partnerships and implement risk reduction and climate adaptation actions.

VII. Other Provisions

- A. Nothing in this Agreement is intended to conflict with current law or regulation or the directives of FEMA or Town of Hermosa. If a term of this Agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this Agreement shall remain in full force and effect.
- B. Nothing in this Agreement is intended to restrict the authority of either party to act as provided by statute or regulation.
- C. Any information shared under this Agreement will comply with the Privacy Act, and to the extent required and allowable, the Freedom of Information Act (FOIA), and any other applicable statute, regulation, or Executive Order.
- D. This Agreement is between FEMA and Town of Hermosa. It does not confer or create any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or in equity, onto any third person or party (public or private) against the United States, its agencies, its officers or employees, or any person; or

- against Town of Hemosa, its officers or employees, or any other person.
- E. This Agreement creates neither a partnership nor a joint venture, and neither party has the authority to bind the other. This Agreement is not intended to be enforceable in any court of law or dispute resolution forum.
 - F. The parties will use or display each other's name, emblem, or trademarks only in the case of particular projects and only with the prior written consent of the other party. The Department of Homeland Security (DHS) seal is protected by 18 U.S.C. §§ 506, 701, and 1017, among other laws, and use of the seal is controlled by the DHS Office of Public Affairs through DHS Management Directive No. 123-06. Written permission is required to use the DHS Seal. Any party to this agreement that is not a Federal entity may only use an official DHS seal or logo upon written permission from DHS.
 - G. The parties to this Agreement agree to be responsible for the negligent or wrongful acts or omissions of their respective employees arising under this Agreement. The parties agree -- subject to any limitations imposed by law, rule, or regulation -- to cooperate in good faith to resolve any claims promptly and, whenever appropriate, without litigation. For all claims or suits arising under this Agreement, each party's designated legal representatives will, within seven (7) calendar days of receipt, provide the other's designated legal representatives copies of any documents memorializing such claims. Nothing in this Agreement shall be construed as a waiver of any sovereign immunity of the United States. The Federal Tort Claims, 28 U.S.C. §§ 1346(b) and 2671-80 Act provides the exclusive monetary damages remedy for allegedly wrongful or negligent acts or omissions by federal employees within the scope of their employment.
 - H. The parties to this Agreement shall carry out its responsibilities in an equitable and impartial manner free from discrimination in accordance with Section 308 of the Stafford Act as applicable.
 - I. This Agreement is not a fiscal or funds obligation document. Any services, equipment or personnel provided to FEMA to accomplish the goals anticipated under this agreement are done so without expectation of reimbursement or the payment of fees related to the provision of such services, equipment, or personnel, unless otherwise agreed. Any specific work or activity that involves the transfer of funds, services, or property among the parties will require execution of a separate agreement and will be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory or other legal authority. This Agreement does not provide such authority.
 - J. This Agreement, upon execution, contains the entire agreement of the parties and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter.

IV. Effective Date:

The terms of this Agreement will become effective upon the signature of both parties.

V. Modification:

This Agreement may be modified upon the mutual, written consent of the parties.

VI. Termination:

The terms of this Agreement, as modified with the consent of both parties, will remain in effect until the completion of the community BRIC DTA Action Plan, and not to exceed thirty-six months past the signing of this Agreement. Either party may terminate this Agreement upon 10 days' written notice to the other party.

Approved by:

Name and position of the official signing for Town of Hermosa

Date

Nicole Aimone, Mitigation Division Director, FEMA Region 8

Date

Daniel Lafaro, Acting Building Infrastructure and Communities (BRIC) Section Chief, FEMA Headquarters

Date