

**HERMOSA TOWN BOARD
TUESDAY, SEPTEMBER 23, 2025
REGULAR MEETING @ 6:00 PM**



- 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 Koontz
- 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 August 9, 2025, regular meeting minutes
- 4) **CONFLICT OF INTEREST DECLARATION:**
- 5) **TOWN/FEMA UPDATES:**
 - A.
- 6) **ENGINEER:**
 - A. Approve Modification to Drop Box to protect transmission and motor
 - B. Approve Benesch On-Call renewals
 - On-Call Planner - \$15,600
 - On-Call Building Official - \$7,500 (pro-rated-original renewal January 15th)
 - C. Set transition date for building permit fees/Approve Ferguson Construction Inspection payments for 340 Whitney St.
 - D. Pay Application #10 – Baroque Advantage LLC
 - E. Amend FEMA BRIC award breakdown
- 7) **PLANNING & ZONING:**
 - A.
- 8) **PUBLIC HEARING AT 6:30 P.M.:**
 - A. Public Hearing for new application for malt beverage South Dakota wine license – Whiskey Creek Saloon LLC
 - B. Motion for approval
 - C. Public Hearing for new application for on-sale liquor license – Whiskey Creek Saloon LLC
 - D. Motion for approval
- 9) **CLAIMS:**
 - A. Review of payroll and claims. Motion to approve as presented/amended.
- 10) **LAW ENFORCEMENT/ABATEMENTS/COMPLAINTS:**
 - A. Marshal report
 - B. Phone/Internet cost for Marshal Office
- 11) **LEGAL:**
 - A.
- 12) **PUBLIC WORKS:**
 - A. Streets, Street Light Repairs, Water & Sewer Department Updates

- B. Open Work Orders
- C. Streets- Contract work
- D. Inventory and documentation of water meters

13) **ECONOMIC DEVELOPMENT:**

A.

14) **FINANCE OFFICE:**

- A. Monthly financials
- B. Department updates
- C. Mail Call – Opens Records Request for information – Attorney Michael Steve

15) **OLD BUSINESS:**

- A. Dismissal of Kent Hagg as town attorney
- B. Appointment of Scott James as town attorney
- C. Approve New Contract for Ferguson

16) **NEW BUSINESS:**

- A. 2ND Reading – Ordinance 2.078 Appropriating Funds for the Fiscal Year 2026
- B. Request for legal opinion on town attorney presentation
- C. Approval of the Enumerated Power for Board President
- D. Request from utility customer for bill reduction for 3 months while customer is hospitalized

17) **ITEMS FROM CONSTITUENTS:** No action can be taken by the board on any issue related without being first placed on a future agenda, to allow for proper notice.

1. Reserved time for public comment is **15 minutes**.
2. This is a time for citizens of the town of Hermosa or owners of property within town Limits to express concerns or discuss issues having relevance to the town.
3. Anyone wishing to address the Town Board during this time shall be asked to stand and Identify themselves after being recognized the Board President.
4. Each person will be allotted **3 minutes** to speak.
5. After these time limits are reached, all further commentary shall be made only with the Chair's approval.

18) **TRUSTEE INPUT:**

19) **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

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

HERMOSA TOWN BOARD
TUESDAY, SEPTEMBER 9, 2025
REGULAR MEETING @ 6:00pm

3A

ROLL CALL: Koontz called the meeting to order on Tuesday, September 9, 2025, at 6:00 p.m. with the following members present: Kramer, Ferguson, Koontz, Harris and Serviss. Interested citizens and Town Engineer Theodorou were also present. Pledge of Allegiance led by Koontz.

CALL FOR CHANGES: Motion by Koontz and seconded by Kramer to pend Item 6C Approve Modification to Drop Box to protect transmission and motor to the next regular BOT meeting and pend Item 7B Permit #2025-18 – Wastewater Connection Application – Parcel #004139 – 349 McDermant St until the October 7, 2025 BOT meeting and approve agenda as amended; vote: all aye, motion carried.

CONSENT CALENDAR: Motion by Ferguson and seconded by Serviss to approve August 19, 2025, regular meeting minutes, August 26, 2025, special meeting minutes as presented; 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.

TOWN/FEMA UPDATES: There were no town or FEMA updates.

ENGINEER: Motion by Kramer and seconded by Harris to accept Change Order No. 9 as amended to include cost of fence for a total amount of \$109,379.45; vote: all aye; motion carried. Motion by Harris and seconded by Serviss to approve a budget not to exceed \$1,200.00 for Ferguson Construction to repair hydraulics on Vac Truck; vote: all aye, motion carried.

PLANNING & ZONING: Permit #2025-16 – Carport – 51 N 5th St. was approved at the August 19 BOT meeting has received a favorable inspection report from Benesch.

CLAIMS: Motion by Ferguson and seconded by Kramer to approve the Payroll and Claims with the correction of Baroque Advantage claim is for Pay Application No. 8 and approve as amended. Amended motion made by Koontz and seconded by Kramer to also correct Hagg & Hagg LLC claim amount to \$2,182.75 and approve as amended: vote: all aye, motion carried. A & B BUSINESS, monthly printer/fax fee, \$554.05; BANK WEST, classic web banking fee, \$25.00; BANK WEST CREDIT CARD, Adobe software/stamps/copy paper, plant/candy for parade/pens/markers/ammo, \$1,874.41; BAROQUE ADVANTAGE LLC, Pay Application No. 8, \$58,236.87; BLACK HILLS ELECTRIC, utilities electric, July 2025, \$3,072.45; CONNIE LEIMER, trap/neuter/release program, \$85.00; CHUCK FERGUSON, contract services August 2025, \$3,120.00; GOLDEN WEST TECHNOLOGIES, monthly service fee September 2025, \$583.65; HAGG & HAGG LLP, 7.75 billable hours @ \$275/hour and 206 copies, \$2,182.75 HARRIS CONTRACTING, review grant/FEMA meetings and preparation/8 hours @ \$25 per hour, \$200.00; HAWKINS INC, santoprene pump tubes, \$111.00; METER AND TECHNOLOGY, meters and meter supplies, \$1,436.52; MILLS TRUCK SERVICES, haul and deliver two loads of sugar rock, \$1,376.49; KIM MUIR, reimburse for fingerprinting fee, \$30.00; RITEWAY, laser utility billing cards, \$226.93; RURAL DEVELOPMENT, RD1 Loan-August 2025 interest & principal, \$1,278.00; RD2 Loan-August 2025 interest & principal, \$417.00; RD3 Loan-August 2025 interest & principal, \$222.00; SOUTHERN HILLS PUBLISHING, publishing/legal notices August 2025, 112.63; **Payable Total: \$75,144.75.** Payroll related: Total Paid on 8/29/2025; General, \$4,796.46; Water, \$274.26; Sewer, \$81.47; Promoting City/BBB, \$27.15; EFTPS-Electronic Federal Tax, FED/FICA TAX, \$1,272.15; SOUTH DAKOTA RETIREMENT, \$1,158.22; **Total Payroll Related Paid: \$7,609.71.**
REPORT TOTAL: \$82,754.46

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LAW ENFORCEMENT/ABATEMENTS/COMPLAINTS: Marshal Alias was not in attendance. Items 9A Marshal Report and 9B Phone/internet cost for Marshal Office were tabled until the next regular meeting. The Custer County log was provided.

LEGAL: Koontz has informed Attorney Hagg that due to current budgetary constraints, the attorney will not be present at future meetings and will be on-call for any legal services needed.

PUBLIC WORKS: Ferguson provided an update on streets, street lights that have been repaired, and sewer and water. Engineer Theodorou addressed concerns about the WWTP building construction. Current work orders were provided in the packet. Serviss gave an update on the volunteer street that has been completed. Information was provided for the SDARWS Day of Water that will be held in Rapid City on September 30, 2025. Discussion was held on the town's meter reading position. Kramer has put in her notice and is willing to train a replacement. The position will need to be advertised.

ECONOMIC DEVELOPMENT: Serviss gave an update on the Hermosa Connects and Hermosa Area Growth & Development meeting he attended.

FINANCE OFFICE: Monthly financials will be provided at the next regular meeting. Wester Dakota Regional Water System 5th Annual Membership meeting will be held September 25, 2025, in Keystone. An Incident Response Planning Workshop will be held in Rapid City on September 29, 2025.

OLD BUSINESS: Attorney Scott James addressed the board with his qualifications and willingness to fill the Town Attorney position if it should become available. The second reading of Chapter 91: Public Nuisances Ordinance was held. Motion by Ferguson and seconded by Serviss to accept the changes that have been made for the second reading of the Chapter 91: Public Nuisances Ordinance; vote: all nay, motion failed. The ordinance will be discussed at a Work Session scheduled for Tuesday, September 16, 2025 at 6:00 p.m.

NEW BUSINESS: The first reading of Ordinance 2.078 Appropriating Funds for the Fiscal Year 2026 was held.

BREAK: The board took a break and reconvened at 8:11 p.m.

NEW BUSINESS CONTINUED: The approval of new contract for Ferguson is pending until the work session to be held September 26, 2025. Motion by Harris and seconded by Kramer to approve Resolution 07-2025 Sewer Surcharge Rate for WWTP as presented with typing error to be corrected; vote: all aye, motion carried.

**RESOLUTION 07-2025
TOWN OF HERMOSA, SD
SURCHARGE FOR A WASTEWATER TREATMENT PLANT**

RESOLUTION AMENDING THE TOWN'S RATE STRUCTURE, PROVIDING FOR A SURCHARGE FOR A WASTEWATER TREATMENT PLANT , FOR PAYMENT OF A REVENUE BORROWER BOND AND YEARLY REVIEW OF RATE

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

1. Surcharge for Borrower Bond. There shall be charged a monthly surcharge for the services provided by the improvement financed by the CW-03 Conservancy District Loan. The surcharge for each loan shall be segregated from other revenues of the Town and shall be used for the payment of the Borrower Bond CW-03 (the "Borrower Bond"). Provided that such surcharge shall create net income, remaining from time to time after first paying all reasonable and current expenses of maintenance, repairs, replacements and operation, sufficient to fund interest, reserve and debt service fund annual requirements.

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

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

Borrower Bond CW-03 Surcharge: \$12.80 per user per month.

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

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

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

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

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

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

CITIZENS/TRUSTEE INPUT: Audience and trustees had input. For full verbiage, please see the video recording posted on the town's You Tube channel.

EXECUTIVE SESSION: No Executive Session was held.

ADJOURN: Motion made by Kramer and seconded by Koontz to adjourn meeting at 8:58 p.m., vote: all aye, motion carried.

ATTEST:

Terri Cornelison
Finance Officer

Kelburn Koontz
Town Board President

Published once at the approximate cost of _____.



6B

CONSULTING SERVICES AGREEMENT

CLIENT	Town of Hermosa	Project Name	On-Call Services / Office Support
Address	PO Box 298		
	230 Main Street		
	Hermosa, SD 57744	Project Location	Hermosa SD
Telephone	(605) 255-4291		(605) 569-3646
Client Contact	Kelburn Koontz	Consultant PM	Anthony L. Theodorou PE
Client Job No.		Consultant Job No.	112506

This Agreement is made by and between Town of Hermosa, 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):

Support to the Town of Hermosa Office Staff on general planning and zoning questions, engineering inquires & potential grant and loan opportunities. The annual budget for on-call services is \$15,600 and renews every October 15.

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: \$15,600.00.
☐ 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: _____ BY: _____
AUTHORIZED REPRESENTATIVE AUTHORIZED REPRESENTATIVE

PRINT NAME: _____ PRINT NAME: Anthony Dirks

TITLE: _____ TITLE: Senior Vice President

DATE: _____, 20____ DATE: _____, 20____

BENESCH OFFICE: Rapid City

ADDRESS: 343 Quincy Street, Suite 104

Rapid City, SD 57701

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 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.



CONSULTING SERVICES AGREEMENT

CLIENT	Town of Hermosa	Project Name	On-Call Building Official
Address	PO Box 298		Residential and Commercial Inspections Services
	230 Main Street		
	Hermosa, SD 57744	Project Location	Hermosa, SD
Telephone	(605)255-4291		(605)569-3646
Client Contact	Kelburn Koontz	Consultant PM	Anthony L. Theodorou PE
Client Job No.		Consultant Job No.	

This Agreement is made by and between 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):

Support to the Town of Hermosa Office Staff on building permit questions and general inquiries. Building Inspections include an Overdig, Footing, Walls and Framing and Final/Occupancy Inspection.

The annual budget for Staff Support and Inquiries services is \$10,000 and will renew on October 15 annually

To align with other on-call service renewals, the pro-rated T&M budget for 2025-26 is \$7,500 (\$833.33/month).

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: \$_____.

☒ By Time and Materials: \$7,500.00.

☐ By Other Payment Method (See Attachment _____): \$_____.

☐ As shown on serially numbered Work Authorizations Using Exhibit A

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

CLIENT

ALFRED BENESCH & COMPANY

BY: _____
AUTHORIZED REPRESENTATIVE

BY: _____
AUTHORIZED REPRESENTATIVE

PRINT NAME: _____

PRINT NAME: Anthony Dirks

TITLE: _____

TITLE: Senior Vice President

DATE: _____, 20__

DATE: _____, 2025

BENESCH OFFICE: Rapid City

ADDRESS: 343 Quincy Street, Suite 104

Rapid City, SD 57701

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.

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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.

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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.

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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.

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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.

8A

**NOTICE OF PUBLIC HEARING
FOR NEW APPLICATION FOR
RETAIL (ON-OFF SALE) MALT BEVERAGE LICENSE
AND NEW APPLICATION FOR RETAIL (ON-SALE) LIQUOR LICENSE**

UPON NEW APPLICATION for Retail Malt Beverage License and Retail (on-sale) Liquor License, which have been presented to the Hermosa Town Board and filed with the Finance Officer, notice is hereby given that: The Town Board in and for the Town of Hermosa, Custer County, South Dakota, will hear and consider the applications for new retail malt beverage license to operate within the municipality for the calendar year of 2025-2026 and application for new retail (on-sale) liquor license to operate within the municipality for the calendar year of 2025, at the regular meeting of the Hermosa Town Board, to be held on the 23rd of September, 2025, at the hour of 6:30 p.m., at the Hermosa Town Office, of said day.

Whiskey Creek Saloon LLC	Lots 23-24, Block 5	On/Off Sale
	Town of Hermosa	Malt Beverage and
	South Dakota	On-Sale Liquor

Notice is further given that any person, persons or their attorney may appear and be heard at said scheduled public hearing who are interested in the approval or rejection of any such application.

Dated at Hermosa, South Dakota, this 12th Day of September 2025.

Terri Cornelison - Finance Officer

Publish Legal 9/17/2025

Date Received _____
Date Issued _____

License No. _____

Uniform Alcoholic Beverage License Application

A. Owner Name and Address

Lane Brengle
3204 Lynnwood Ave
Rapid City SD 57701

Owner's Telephone #: 605-639-0024

C. Indicate the class of license being applied for (submit separate application for each class of license).

- ☐ Retail (on-sale) Liquor
☐ Retail (on-sale) Liquor - Restaurant
☐ Convention Center (on-sale) Liquor
☐ Package (off-sale) Liquor
☐ Retail (on-off sale) Wine and Cider
☒ Retail (on-off sale) Malt Beverage & SD Farm Wine
☐ Package Delivery
☐ Hunting Preserve
☐ Other _____

Is this license in active use? ☐ Yes ☒ No

Do you or any officers, directors, partners, or stockholders
hold any other alcohol retail, manufacturing, or
wholesaler licenses?

☐ Yes ☒ No If Yes, please list on the back page.

B. Business Name and Address

Whiskey Creek Saloon LLC.
122 Vilas St PO Box 550
Hermosa SD 57744

Business Telephone #: 605-639-0024

Place of business is located in a municipality? ☒ Yes ☐ No

County: Custer

Do you own or lease this property? ☒ Own ☐ Lease

Are real property taxes paid to date? ☒ Yes ☐ No

D. Legal description of licensed premise:

Lots 23 & 24 Block 5 Town of
Hermosa Section 32, T25, R6E
B.H.M.

Have you ever been convicted of a felony? ☐ Yes ☐ No

E. State Sales Tax Number _____

F. New license ☒ Transfer? (\$150) ☐ Re-issuance ☐

G. CERTIFICATE: The undersigned applicant certifies under the penalties of perjury that all statements provided herein are true and correct; that the said applicant complies with all of the statutory requirements for the class of license being applied for and in addition agrees to permit agents of the Department of Revenue access to the licensed premises and records as provided in SDCL 35-2-2.1, and agrees this application shall constitute a contract between applicant and the State of South Dakota entitling the same or any peace officers to inspect the premises, books and records at any time for the purpose of enforcing the provisions of Title 35 SDCL, as amended.

Date 7-21-25 Print Name Lane Brengle Signature 

H. APPROVAL OF LOCAL GOVERNING BODY - Notice of hearing was published on _____. Public hearing on the application was held _____, not less than SEVEN (7) days after official publication. The governing body by majority vote recommends the approval and granting of this license and certifies that requirements as to location and suitability of premises and applicant have been reviewed and conform to the requirements of local and South Dakota law.

Renewal - no public hearing held ☐

Amount of fee collected with application \$ _____

Amount of fee retained \$ _____

Forwarded with application \$ _____

For Local Government Use

(Seal) _____
Mayor or Chairman

If disapproved, endorse reason thereon and return to applicant

Transferred (State Use)

From: _____

Sales tax approval _____ Date _____

STATE LIQUOR AUTHORITY:

APPROVAL _____ REVIEW _____

Please complete the reverse side if applicable

Company supplement information
(For corporate/partnership/LP/LLC applicants)

Name of corporation/partnership/LP LLC Whiskey Creek Saloon LLC

Address of office and principal place of business of corporation/partnership/LP/LLC 122 Vilas Street

Are all managing officers of this corporation/partnership/LP/LLC of good moral character having never been convicted of a felony? ☒ Yes ☐ No No Criminal Felony

Name, title of office, occupation and address of each of the officers/owners of the corporation, partnership, LP or LLC:

Name	Office	Address	Occupation
<u>Lane Brengle</u>	<u>Owner</u>	<u>3204 Lynnwood Ave Rapid City</u>	<u>Product Manager</u>

Name of any officers, directors, partners or stockholders of applicant having a financial interest or capital stock in any other alcoholic beverage license:

Name	Type of License, License Number, Financial Interest Held, and Address of Business Location

Where and with whom are all company records kept, such as charter, by-laws, minutes, accounts, notes payable, and notes and accounts receivable, etc?

With signature the applicant agrees to the following:

That the applicant company will comply with all provisions of ARSD chapter No. 64:75:02 of the Department of Revenue, relating to the transfer of stock and prior approval of the transfer of such stock by the Secretary of Revenue and violation of any of the provisions of said regulation or failure to comply therewith, whether by the undersigned corporation, partnership/LP/LLC or by any stockholder thereof, or by anyone interested in said company, shall constitute cause for revocation or suspension of any license issued pursuant to and in reliance on this application, or for refusal to renew such license upon expiration thereof.

We the undersigned officers and directors of the applicant company acknowledge that the within supplement application form is true and correct in every respect and that there exists no financial arrangement concerning this or any other alcoholic beverage license than that expressly set forth above. If company stock is to be transferred we ask for approval of such voluntary stock transfer.

Signature of Authorized Officer/Director/Partner

Date

Lane Brengle

7-21-25

Date Received _____
Date Issued _____

License No. _____

Uniform Alcoholic Beverage License Application

A. Owner Name and Address

Lane Brengle
3204 Lynnwood Ave
Rapid City SD 57701

Owner's Telephone #: _____

B. Business Name and Address

Whiskey Creek Saloon LLC
122 Vilas St P.O. Box 550
Hermosa SD 57744

Business Telephone #: 605-639-0024

Place of business is located in a municipality? ☒ Yes ☐ No

County: Custer

Do you own or lease this property? ☒ Own ☐ Lease

Are real property taxes paid to date? ☒ Yes ☐ No

C. Indicate the class of license being applied for (submit separate application for each class of license).

- ☒ Retail (on-sale) Liquor
☐ Retail (on-sale) Liquor - Restaurant
☐ Convention Center (on-sale) Liquor
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☐ Retail (on-off sale) Wine and Cider
☐ Retail (on-off sale) Malt Beverage & SD Farm Wine
☐ Package Delivery
☐ Hunting Preserve
☐ Other _____

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hold any other alcohol retail, manufacturing, or
wholesaler licenses?

☐ Yes ☒ No If Yes, please list on the back page.

D. Legal description of licensed premise:

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Hermosa Section 32, T25, R & E
B.H.M.

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E. State Sales Tax Number _____

F. New license ☒ Transfer? (\$150) ☐ Re-issuance ☐

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Date 7-21-25 Print Name Lane Brengle Signature [Signature]

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Amount of fee collected with application \$ _____

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Forwarded with application \$ _____

For Local Government Use

Transferred (State Use)

From: _____

Sales tax approval _____ Date _____

STATE LIQUOR AUTHORITY:

APPROVAL _____ REVIEW _____

(Seal) _____
Mayor or Chairman

If disapproved, endorse reason thereon and return to applicant

Please complete the reverse side if applicable

Company supplement information
(For corporate/partnership/LP/LLC applicants)

Name of corporation/partnership/LP LLC Whiskey Creek Saloon LLC

Address of office and principal place of business of corporation/partnership/LP/LLC 122 Vilas St

Are all managing officers of this corporation/partnership/LP/LLC of good moral character having never been convicted of a felony? ☒ Yes ☐ No No Criminal Felony

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Name	Office	Address	Occupation
<u>Lane Brengle</u>	<u>owner</u>	<u>3204 Lynnwood Ave Rapid City</u>	<u>Product Manager</u>

Name of any officers, directors, partners or stockholders of applicant having a financial interest or capital stock in any other alcoholic beverage license:

Name	Type of License, License Number, Financial Interest Held, and Address of Business Location

Where and with whom are all company records kept, such as charter, by-laws, minutes, accounts, notes payable, and notes and accounts receivable, etc?

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We the undersigned officers and directors of the applicant company acknowledge that the within supplement application form is true and correct in every respect and that there exists no financial arrangement concerning this or any other alcoholic beverage license than that expressly set forth above. If company stock is to be transferred we ask for approval of such voluntary stock transfer.

Signature of Authorized Officer/Director/Partner

Date



7-21-25

9A

Claims for approval 9-23-2025

VENDOR	REFERENCE	AMOUNT
BENESCH	WWTP ENGINEERING FEES	\$ 1,280.00
BENESCH	LAGOON EXPANSION/NEW DANR PERMIT ENGINEERING FEES	\$ 2,954.25
BENESCH	NORTH WATER TANK ENGINEERING FEES	\$ 2,100.25
BENESCH	FY22 DWSRF PROJECT C462278-03 ENGINEERING FEES	\$ 4,792.50
BENESCH	TAX INCREMENT FINANCING DISTRICT 2 ENGINEERING FEES	\$ 1,105.00
BENESCH	COMPREHENSIVE UPDATE TO 2022 CMOM(LAGOON/WWTP/OPERATIONS)	\$ 1,027.00
BENESCH	WATER/SEWER OPERATIONS CONTRACT/ON-CALL INSPECTIONS	\$ 3,194.50
BENESCH	ON-CALL SERVICES/OFFICE SUPPORT	\$ 280.00
CONNIE LEIMER	TRAP/NEUTER/RELEASE PROGRAM	\$ 82.00
D & R SERVICE INC.	AIR CONDITIONING SERVICE CALL(BEARINGS/CAP AND CONTACTOR)	\$ 1,066.69
DANR	DRINKING WATER ANNUAL PERMIT FEE	\$ 100.00
FEDEX	SHIPPING PANELS FOR WWTP	\$ 231.60
HAWKINS	DELDRUM/HYPOCHLORITE-WATER CHEMICALS	\$ 597.05
KIEFFER SANITATION	MONTHLY SANITATION FEE FOR AUGUST 2025	\$ 4,175.73
MG OIL COMPANY	FUEL FOR MARSHAL VEHICLE-AUGUST 2025	\$ 172.09
MT RUSHMORE TELEPHONE	PHONE & FAX, INVOICE 13671575, 13677824, 13685520	\$ 260.95
SD DEPT OF REVENUE	SALES TAX JULY/AUGUST 2025	\$ 601.61
SOLBERG KNOWLES & ASSOCIATES	LEVEL SENSOR FOR DROP BOX (BOT APPROVED 7/22/2025)	\$ 43,571.00
TEMPERATURE TECHNOLOGY INC.	REPAIR CONTROL BOX SOUTH LIFT STATION	\$ 278.00
Accounts Payable Total		\$ 67,870.22
Utility Deposit Refund		
MICHAEL BRUCE JR	300 E MAIN ST LOT 56	\$ 125.00
	Deposit Refund total	\$ 125.00
Payroll related		
Total Paid On: 9/15/2025		
	Legislative, Financial Administration, Govt Blds	\$ 2,621.52
	Water	\$ 144.04
	Sewer	\$ 86.42
	Promoting City/BBB	\$ 28.81
EFTPS-ELECTRONIC FEDERAL TAX	FED/FICA TAX	\$ 756.18
Payroll Total		
		\$ 3,636.97
***** REPORT TOTAL *****		
		\$ 71,632.19

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHEK DTE
CONNIE LEIMER	FY22 DWSRF PROJ ENGINEERING		16,733.50	18399	9/23/25
D&R Service Inc.	TRAP/NEUTER/RELEASE PROGRAM		82.00	18400	9/23/25
DANR	AIR CONDITIONING SERVICE CALL		1,066.69	589	9/23/25
DANR	DRINKING WATER PERMIT FEE	100.00		595	9/23/25
	DRINKING WATER PERMIT FEE		100.00		
EFTPS-Electronic Federal Tax	FED/FICA TAX		756.18	585	9/15/25
FEDEX	SHIPPING ON PANELS FOR WWTP		231.60	18401	9/23/25
HAWKINS, Inc.	DELDROM/HYPOCHLORITE-WATER		597.05	18402	9/23/25
KIEFFER SANITATION	MONTHLY SANITATION FEE/AUG 25		4,175.73	590	9/20/25
MG OIL	FUEL FOR MARSHAL - AUGUST 2025		172.09	591	9/23/25
MT RUSHMORE TELEPHONE	PHONE/INTERNET	57.47		592	9/15/25
MT RUSHMORE TELEPHONE	PHONE/INTERNET	136.34		593	9/23/25
MT RUSHMORE TELEPHONE	PHONE/INTERNET	67.14	260.95	594	9/23/25
SD DEPT OF REVENUE	SALES TAX JULY/AUGUST 2025		601.61	596	9/23/25
SOLBERG KNOWLES & ASSOCIATES	LEVEL SENSOR FOR DROP BOX		43,571.00	18403	9/23/25
Temperature technology Inc.	REPAIR CONTROL BOX S LIFT		278.00	18404	9/23/25
	Accounts Payable Total		68,626.40		
	Utility Refund Checks				
	602 WATER	-	125.00		
	Refund Checks Total		125.00		
Payroll Checks					
	101 GENERAL		2,621.52		
	211 BBB GROSS RECIPITS TAX		28.81		
	602 WATER		144.04		
	604 SEWER		86.42		
	Total Paid On: 9/15/25		2,880.79		
	Total Payroll Paid		2,880.79		
	Report Total		71,632.19		

CLAIMS REPORT
CLAIMS FUND SUMMARY

FUND NAME		AMOUNT
101	GENERAL	26,424.31
211	BBB GROSS RECEIPTS TAX	33.93
602	WATER	991.61
604	SEWER	44,182.34

TOTAL FUNDS		71,632.19

Proposed cost for telephone and internet costs for
Marshal Office:

10B

Mt Rushmore Telephone Company

One phone line	\$63.00 per month
Internet	\$62.95 per month
Long Distance	<u>\$ 9.43</u> per month
Total	\$135.38 per month

$\$135.38 \times 12 \text{ months} = \$1,624.56 \text{ per year}$

12B

Open Work Orders - 09/23/2025									
Date	Work Order #	Name	Address	Description	Requested By	Assigned To	Priority	Completion Date	Status
2/3/2023	2023-09	Joan Harris	280 Manning	Saddle at sewer tap	Joan	Chuck	MEDIUM		
8/21/2023	2023-44	Jeff Haas	350 Vilas	Same meter reading			MEDIUM		
10/26/2023	2023-56	Scott Lammers	Pasture- BH Electric	New meter need to be installed	Chuck		LOW		
9/20/2024	2024-30		815 Marie St.	Move meter reader. New fence	Linda	Chuck	MEDIUM	ON HOLD	
12/27/2024	2024-41	Fairgrounds	Fairgrounds	Re-install no parking sign	Paul K.			ON HOLD	

WO Title	Asset Name	WO#	Progress	Date Created	Date Completed	Priority	Service Address
Shut water off	Land Parcel - 160 FAIRGROUNDS PL	WO-10430	Not Started	09/18/2025	9/19/2025	None	160 Fairgrounds Pl
Shut water off	Land Parcel - 160 N 2ND ST	WO-10412	Not Started	09/11/2025	9/12/2025	None	160 N 2nd St
SOUTH DAKOTA 811 LOCATE REQUEST	Land Parcel - 249 DONNA ST	WO-10409	Not Started	09/02/2025		None	249 DONNA ST
SD 811 Locate	Land Parcel - 5 2ND ST	WO-10408	Not Started	08/19/2025		None	5 2nd St
Low water pressure	Land Parcel - 855 MARIE ST	WO-10407	Not Started	08/11/2025		None	855 Main Street
South Dakota 811 Locate Request	Land Parcel - 56 FAIRGROUNDS PL	WO-10405	Not Started	08/06/2025		None	56 Fairgrounds Pl
South Dakota 811 Locate Request	Land Parcel - 349 McDERMAND ST	WO-10403	Not Started	08/04/2025		Medium	349 McDermand St
Meter not reading	Land Parcel - 239 DONNA ST	WO-10401	Not Started	08/01/2025		None	239 Donna St
Meter not reading	Land Parcel - 239 DONNA ST	WO-10400	Completed	08/01/2025	08/01/2025	None	239 Donna Street
TURN ON WATER	Land Parcel - 56 FAIRGROUNDS PL	WO-10289	Not Started	07/17/2025		High	56 FAIRGROUNDS PL
2024-41	Land Parcel - 295 E MAIN ST	WO-10267	Completed	07/09/2025	07/09/2025	Medium	295 E Main St.
2023-30	Land Parcel - 815 MARIE ST	WO-10266	Completed	07/09/2025	07/09/2025	Medium	815 Marie St.
2023-58	Curb Box - CB-0080	WO-10265	Completed	07/03/2025		High	805 Marie St.
Evidence of sewage leak	Sanitary Line Point - 8 PVC. SEWER	WO-10260	Not Started	07/03/2025		High	
Evidence of sewage leak	Sanitary Line Point - 8 PVC. SEWER	WO-10245	Not Started	07/03/2025		High	
Evidence of sewage leak	Sanitary Line Point - 8 PVC. SEWER	WO-10243	Completed	07/03/2025		High	
2517567390	Land Parcel - 489 FAIRGROUNDS PL	WO-10174	Not Started	06/25/2025	07/03/2025	Medium	489 fairgrounds
2025-13	Land Parcel - 30 N FERGUSON ST	WO-10173	Not Started	06/23/2025		None	30 N FERGUSON ST
TURNING HEART	Hydrant - HY-0016	WO-10171	Not Started	06/23/2025		Medium	300 E MAIN ST. LOT 58
2516963350	811 - Asset Locate Request - 2025-06-18 12:02:45 CDT	WO-10164	Not Started	06/18/2025		None	470 MANNING ST
2516359379	811 - Asset Locate Request - 2025-06-12 12:25:43 CDT	WO-10148	Not Started	06/12/2025		Medium	235 FERGUSON
2516359357	811 - Asset Locate Request - 2025-06-12 11:45:49 CDT	WO-10147	Not Started	06/12/2025		Medium	25 2ND ST
2516359348	811 - Asset Locate Request - 2025-06-12 11:33:03 CDT	WO-10146	Not Started	06/12/2025		Medium	25 N 2ND ST
2516258804	811 - Asset Locate Request - 2025-06-12 11:29:29 CDT	WO-10145	Not Started	06/12/2025		Medium	440 main st
2516258804	811 - Asset Locate Request - 2025-06-12 11:26:59 CDT	WO-10144	Completed	06/12/2025	06/12/2025	None	440 main st
locate	811 - Asset Locate Request - 2025-06-02 09:21:02 CDT	WO-10138	Not Started	06/02/2025		Medium	234 Donna St
locate	811 - Asset Locate Request - 2025-06-02 09:18:49 CDT	WO-10137	Not Started	06/02/2025		None	110 Fairgrounds Pl.
locate	Land Parcel - 110 FAIRGROUNDS PL	WO-10136	Completed	06/02/2025		Medium	110 Fairgrounds Pl.
Water Meter Remote Reader Repair - Follow Up	Land Parcel - 51 N 5TH ST	WO-10119	Not Started	05/16/2025	06/02/2025	Low	51 N 5th Street, PO Box 282
#2025-01 WILES	No Asset - 2025-04-30 12:08:20 CDT	WO-10068	Not Started	04/30/2025		Medium	27 N 4TH ST
Water Meter Remote Reader Repair	Land Parcel - 51 N 5TH ST	WO-10057	Completed	04/24/2025	04/24/2025	Low	51 N 5th Street, PO Box 282

TOWN OF HERMOSA
TREASURER'S REPORT
CALENDAR 9/2025, FISCAL 9/2025

FUND#	TITLE	LAST MONTH CASH BALANCE	REVENUES	EXPENSES	LIABILITY BALANCE	THIS MONTH CASH BALANCE
101	GENERAL	275,256.63	12,578.49	34,861.91	34,261.90	253,365.83
211	BBB GROSS RECIPITS TAX	108,443.38	4.12	121.64	.00	108,325.86
272	FEMA/CONSTRUCTION	.00	.00	.00	.00	.00
301	DEBT SERVICE	117,604.56	.00	.00	.00	117,604.56
602	WATER	945,781.26	16,606.83	5,227.87	85,908.70	957,910.22
604	SEWER	119,534.39	359,257.19	103,443.88	1,568.17	375,347.70
Report Total		1,566,620.22	388,446.63	143,655.30	121,738.77	1,812,554.17

14A

REVENUE REPORT

CALENDAR 9/2025, FISCAL 9/2025

PCT OF FISCAL YTD 75.0%

ACCOUNT NUMBER	ACCOUNT TITLE	FISCAL ESTIMATE	PTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
101-10100-31110	PROPERTY TAXES CURRENT YR	65,000.00	.00	40,287.47	61.98	24,712.53
101-10100-31160	PROPERTY TAXES PRIOR YRS	500.00	.00	28.55	5.71	471.45
101-10100-31170	PROPERTY TAXES MOBILE HOM	2,500.00	.00	1,750.79	70.03	749.21
101-10100-31190	PROPERTY TAXES OTHER	.00	.00	.00	.00	.00
101-10100-31300	SALES AND USE TAXES	258,000.00	842.90	216,467.70	83.90	41,532.30
101-10100-31900	PENALTY/INTEREST/OTHER TX	175.00	.00	1,193.95	682.26	1,018.95-
101-10100-32000	LICENSES & MISC PERMITS	4,000.00	75.00	1,111.40	27.79	2,888.60
101-10100-32100	BUILDING PERMIT REVENUE	2,000.00	.00	1,374.03	68.70	625.97
101-10100-32130	MISC PERMIT REVENUE	500.00	.00	3,299.00	659.80	2,799.00-
101-10100-33100	FEDERAL GRANTS	.00	.00	.00	.00	.00
101-10100-33210	MALT BVRG LICENSE REVENUE	450.00	.00	750.00	166.67	300.00-
101-10100-33220	ANIMAL LICENSE REVENUE	1,200.00	.00	462.00	38.50	738.00
101-10100-33400	STATE GRANTS	.00	.00	.00	.00	.00
101-10100-33420	WALK AUDIT GRANT	.00	.00	.00	.00	.00
101-10100-33430	HIGHWAY SAFETY GRANT	.00	.00	.00	.00	.00
101-10100-33440	DENR STATE GRANT	.00	.00	90.00	.00	90.00-
101-10100-33500	STATE SHARE REVENUE	.00	.00	.00	.00	.00
101-10100-33510	BANK FANCHISE TAX	250.00	.00	152.81	61.12	97.19
101-10100-33530	LIQUOR TAX REVERSION	2,500.00	.00	1,843.03	73.72	656.97
101-10100-33540	MOTOR VEHICLE COMM PRORAT	.00	.00	.00	.00	.00
101-10100-33570	LICENSE REVERSION	.00	.00	.00	.00	.00
101-10100-33580	LOCAL GOV HWY & BRIDGE	2,000.00	.00	2,802.93	140.15	802.93-
101-10100-33590	OTHER STATE SHARED REVENUE	.00	.00	.00	.00	.00
101-10100-33800	COUNTY SHARED REVENUE	.00	.00	.00	.00	.00
101-10100-33810	COUNTY ROAD TAX	.00	.00	.00	.00	.00
101-10100-33820	CITY MV LICENSE REVENUE	10,800.00	.00	9,501.80	87.98	1,298.20
101-10100-33830	COUNTY WHEEL TAX	.00	.00	.00	.00	.00
101-10100-33840	OTHER COUNTY TAX REVENUE	500.00	.00	.00	.00	500.00
101-10100-35100	COURT FINES & FORFEITS	.00	.00	.00	.00	.00
101-10100-35900	OTHER FINES & FORFEITS	.00	.00	.00	.00	.00
101-10100-36000	MISCELLANEOUS REVENUE	7,265.00	30.00	4,034.92	55.54	3,230.08
101-10100-36100	INTEREST EARNED REVENUE	5,000.00	.00	12,173.74	243.47	7,173.74-
101-10100-36200	OTHER MISC REVENUE	.00	.00	.00	.00	.00
101-10100-36220	MAIN ST RENTAL REVENUE	10,000.00	.00	.00	.00	10,000.00
101-10100-36230	LIBRARY RENTAL REVENUE	.00	.00	.00	.00	.00
101-10100-36300	SPECIAL ASSESSMENTS	.00	.00	.00	.00	.00
101-10100-36310	PRINCIPAL COLLECT BY COUN	.00	.00	.00	.00	.00
101-10100-36320	INT & PNLTY COLLECT COUNT	.00	.00	.00	.00	.00
101-10100-36330	PRINCIPAL COLLECT BY MUNI	.00	.00	.00	.00	.00
101-10100-36340	INT & PNLTY COLLECT MUNIC	.00	.00	.00	.00	.00
101-10100-36400	STREET ASSESSMENTS	.00	.00	.00	.00	.00
101-10100-36700	DONATION INCOME	.00	.00	.00	.00	.00
101-10100-38000	LIQUOR	.00	.00	.00	.00	.00
101-10100-38080	OPERATING AGREEMENT	35,000.00	7,326.34	31,858.28	91.02	3,141.72
101-10100-38090	OTHER LIQUOR REVENUE	.00	.00	.00	.00	.00
101-10100-38800	GARBAGE REVENUE	.00	.00	.00	.00	.00
101-10100-38810	GARBAGE SERVICE REVENUE	56,000.00	4,304.25	41,511.66	74.13	14,488.34
101-10100-38890	OTHER GARBAGE REVENUE	.00	.00	.00	.00	.00
101-10100-39000	INTERFUND TRANSFERS	.00	.00	.00	.00	.00
101-10100-39100	OTHER FINANCING SOURCES	.00	.00	.00	.00	.00
101-10100-39111	PRVS YR RETAINED EARNINGS	.00	.00	.00	.00	.00

REVENUE REPORT
CALENDAR 9/2025, FISCAL 9/2025

PCT OF FISCAL YTD 75.0%

ACCOUNT NUMBER	ACCOUNT TITLE	FISCAL ESTIMATE	PTD BALANCE	YTD BALANCE	PERCENT RCVD	UNCOLLECTED
101-10100-39120	SALE OF BONDS	.00	.00	.00	.00	.00
101-10100-39121	LONG TERM DEBT ISSUED	.00	.00	.00	.00	.00
101-10100-39130	SALE OF MUNICIPAL PROPERT	.00	.00	.00	.00	.00
101-10100-39140	LOSS/DAMAGE CAPITAL ASSET	.00	.00	.00	.00	.00
101-10100-39150	GAIN ON SALE OF INVESTMEN	.00	.00	.00	.00	.00
101-39000-39000	INTERFUND TRANSFERS	.00	.00	.00	.00	.00
101-39110-39110	OPERTATING TRANSFERS IN	.00	.00	.00	.00	.00
101-39200-39200	RESIDUAL TRANSFERS IN	.00	.00	.00	.00	.00
	GENERAL TOTAL	463,640.00	12,578.49	370,694.06	79.95	92,945.94
211-10100-31300	SALES AND USE TAXES	15,000.00	4.12	17,233.00	114.89	2,233.00-
211-39000-39000	INTERFUND TRANSFERS	.00	.00	.00	.00	.00
	BBB GROSS RECIPITS TAX TOTAL	15,000.00	4.12	17,233.00	114.89	2,233.00-
272-10100-33100	FEDERAL GRANTS	.00	.00	.00	.00	.00
272-10100-36700	DONATION INCOME	.00	.00	.00	.00	.00
272-39000-39000	INTERFUND TRANSFERS	.00	.00	.00	.00	.00
272-39110-39110	OPERTATING TRANSFERS IN	.00	.00	.00	.00	.00
	FEMA/CONSTRUCTION TOTAL	.00	.00	.00	.00	.00
301-10100-26700	UNASSIGNED FUND BALANCE	.00	.00	.00	.00	.00
301-10100-31110	PROPERTY TAXES CURRENT YR	.00	.00	72,858.39	.00	72,858.39-
301-10100-31160	PROPERTY TAXES PRIOR YRS	.00	.00	2,407.63	.00	2,407.63-
301-10100-31170	PROPERTY TAXES MOBILE HOM	.00	.00	8,485.89	.00	8,485.89-
301-10100-31190	POROPERTY TAXES OTHER	.00	.00	.00	.00	.00
301-10100-31900	PENALTY/INTEREST/OTHER TX	.00	.00	8.83	.00	8.83-
301-10100-33440	DENR STATE GRANT	.00	.00	.00	.00	.00
301-10100-38330	SWR NORTH SURCHARE REV	.00	.00	.00	.00	.00
301-10100-39100	OTHER FINANCING SOURCES	.00	.00	.00	.00	.00
301-10100-39111	PRVS YR RETAINED EARNINGS	.00	.00	.00	.00	.00
301-10100-39121	LONG TERM DEBT ISSUED	.00	.00	.00	.00	.00
301-10100-39123	STATE REVOLVING FUND LOAN	.00	.00	.00	.00	.00
301-39000-39000	INTERFUND TRANSFERS	.00	.00	.00	.00	.00
301-39110-39110	OPERTATING TRANSFERS IN	.00	.00	.00	.00	.00
301-39200-39200	RESIDUAL TRANSFERS IN	.00	.00	.00	.00	.00
	DEBT SERVICE TOTAL	.00	.00	83,760.74	.00	83,760.74-
602-10100-32110	WATER TAP PERMIT REVENUE	1,000.00	425.00	425.00	42.50	575.00
602-10100-33100	FEDERAL GRANTS	510,000.00	.00	10,013.81	1.96	499,986.19

REVENUE REPORT
CALENDAR 9/2025, FISCAL 9/2025

PCT OF FISCAL YTD 75.0%

ACCOUNT NUMBER	ACCOUNT TITLE	FISCAL ESTIMATE	PTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
602-10100-33400	STATE GRANTS	.00	.00	.00	.00	.00
602-10100-33410	RURAL DEVELOPMENT GRANT	.00	.00	.00	.00	.00
602-10100-33440	DENR STATE GRANT	.00	.00	.00	.00	.00
602-10100-36100	INTEREST EARNED REVENUE	.00	.00	5,301.88	.00	5,301.88-
602-10100-36210	PENALTY REVENUE	3,000.00	227.76	3,366.24	112.21	366.24-
602-10100-36300	SPECIAL ASSESSMENTS	.00	.00	.00	.00	.00
602-10100-38100	WATER REVENUE	.00	.00	.00	.00	.00
602-10100-38110	WATER OPERATING REVENUE	205,700.00	14,624.29	132,861.23	64.59	72,838.77
602-10100-38120	WATER DOT 2 SURCHARGE REVENUE	4,600.00	398.05	3,774.27	82.05	825.73
602-10100-38130	DRINK WATER SRF	11,000.00	931.73	8,812.06	80.11	2,187.94
602-10100-38190	OTHER WATER REVENUE	.00	.00	490.00	.00	490.00-
602-10100-39111	PRVS YR RETAINED EARNINGS	.00	.00	.00	.00	.00
602-10100-39121	LONG TERM DEBT ISSUED	.00	.00	.00	.00	.00
602-10100-39122	RURAL DEVELOPMENT LOAN	.00	.00	.00	.00	.00
602-10100-39123	STATE REVOLVING FUND LOAN	83,460.00	.00	.00	.00	83,460.00
602-10100-39130	SALE OF MUNICIPAL PROPERT	.00	.00	.00	.00	.00
602-10100-39140	LOSS/DAMAGE CAPITAL ASSET	.00	.00	.00	.00	.00
602-10100-39150	GAIN ON SALE OF INVESTMEN	.00	.00	.00	.00	.00
602-39000-39000	INTERFUND TRANSFERS	.00	.00	.00	.00	.00
602-39110-39110	OPERTATING TRANSFERS IN	.00	.00	.00	.00	.00
602-39200-39200	RESIDUAL TRANSFERS IN	.00	.00	.00	.00	.00
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	WATER TOTAL	818,760.00	16,606.83	165,044.49	20.16	653,715.51
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604-10100-32120	SEWER TAP PERMIT REVENUE	20,000.00	650.00	650.00	3.25	19,350.00
604-10100-33100	FEDERAL GRANTS	.00	.00	198,817.50	.00	198,817.50-
604-10100-33400	STATE GRANTS	.00	345,346.50	345,346.50	.00	345,346.50-
604-10100-33410	RURAL DEVELOPMENT GRANT	.00	.00	.00	.00	.00
604-10100-33440	DENR STATE GRANT	.00	.00	.00	.00	.00
604-10100-36100	INTEREST EARNED REVENUE	.00	.00	.00	.00	.00
604-10100-36300	SPECIAL ASSESSMENTS	.00	.00	.00	.00	.00
604-10100-38300	SEWER REVENUE	.00	.00	.00	.00	.00
604-10100-38310	SEWER OPERATING REVENUE	126,635.00	9,776.60	85,926.91	67.85	40,708.09
604-10100-38320	SWR DOT 1 SURCHARGE REV	5,600.00	376.10	3,730.38	66.61	1,869.62
604-10100-38321	SW DOT 3 SURCHARGE REV	.00	3,107.99	23,123.22	.00	23,123.22-
604-10100-38390	OTHER SEWER REVENUE	.00	.00	.00	.00	.00
604-10100-39111	PRVS YR RETAINED EARNINGS	.00	.00	.00	.00	.00
604-10100-39121	LONG TERM DEBT ISSUED	.00	.00	.00	.00	.00
604-10100-39122	RURAL DEVELOPMENT LOAN	.00	.00	.00	.00	.00
604-10100-39130	SALE OF MUNICIPAL PROPERT	.00	.00	.00	.00	.00
604-10100-39140	LOSS/DAMAGE CAPITAL ASSET	.00	.00	.00	.00	.00
604-10100-39150	GAIN ON SALE OF INVESTMEN	.00	.00	.00	.00	.00
604-39000-39000	INTERFUND TRANSFERS	.00	.00	.00	.00	.00
604-39110-39110	OPERTATING TRANSFERS IN	.00	.00	.00	.00	.00
604-39200-39200	RESIDUAL TRANSFERS IN	.00	.00	.00	.00	.00
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	SEWER TOTAL	152,235.00	359,257.19	657,594.51	431.96	505,359.51-
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REVENUE REPORT
CALENDAR 9/2025, FISCAL 9/2025

PCT OF FISCAL YTD 75.0%

ACCOUNT NUMBER	ACCOUNT TITLE	FISCAL ESTIMATE	PTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	TOTAL OF ALL REVENUE	1,449,635.00	388,446.63	1,294,326.80	89.29	155,308.20
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TOWN OF HERMOSA
BUDGET REPORT
CALENDAR 9/2025, FISCAL 9/2025

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
101-41110-41100	WAGE	12,000.00	.00	9,605.25	80.04	2,394.75
101-41110-41200	PAYROLL TAXES	919.00	.00	734.87	79.96	184.13
101-41110-41400	WORKMEN'S COMPENSATION	.00	.00	.00	.00	.00
101-41110-42100	OTHER INSURANCE	5,000.00	.00	.00	.00	5,000.00
101-41110-42200	PROFESSIONAL FEES	4,500.00	82.82	4,508.00	100.18	8.00-
101-41110-42300	PUBLISHING	4,000.00	112.63	2,153.59	53.84	1,846.41
101-41110-42500	REPAIRS & MAINTENANCE	1,000.00	1,066.69	2,068.70	206.87	1,068.70-
101-41110-42600	SUPPLIES & MATERIALS	1,000.00	53.10	1,580.03	158.00	580.03-
101-41110-42700	TRAVEL & CONFERENCE	2,000.00	.00	270.00	13.50	1,730.00
101-41110-42900	OTHER EXPENSE	750.00	52.00	231.00	30.80	519.00
101-41110-43400	EQUIPMENT	.00	.00	.00	.00	.00
101-41110-43420	AUTO	.00	.00	.00	.00	.00
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	LEGISLATIVE TOTAL	31,169.00	1,367.24	21,151.44	67.86	10,017.56
101-41150-42200	PROFESSIONAL FEES	.00	.00	.00	.00	.00
101-41150-42500	REPAIRS & MAINTENANCE	.00	.00	.00	.00	.00
101-41150-42600	SUPPLIES & MATERIALS	.00	.00	.00	.00	.00
101-41150-42700	TRAVEL & CONFERENCE	.00	.00	.00	.00	.00
101-41150-42900	OTHER EXPENSE	.00	115.00	115.00	.00	115.00-
101-41150-43300	CAPITAL IMPROVEMENTS	.00	.00	.00	.00	.00
101-41150-43400	EQUIPMENT	.00	.00	.00	.00	.00
101-41150-43410	COMPUTER SOFTWARE	.00	.00	.00	.00	.00
101-41150-51000	RESERVES	.00	.00	.00	.00	.00
101-41150-51100	OPERATING TRANSFERS OUT	.00	.00	.00	.00	.00
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	CONTINGENCY TOTAL	.00	115.00	115.00	.00	115.00-
101-41300-41100	WAGE	850.00	.00	.00	.00	850.00
101-41300-41200	PAYROLL TAXES	65.00	.00	.00	.00	65.00
101-41300-42300	PUBLISHING	250.00	.00	20.93	8.37	229.07
101-41300-42600	SUPPLIES & MATERIALS	90.00	.00	.00	.00	90.00
101-41300-42700	TRAVEL & CONFERENCE	.00	.00	.00	.00	.00
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	ELECTIONS TOTAL	1,255.00	.00	20.93	1.67	1,234.07
101-41400-41100	WAGE	60,355.00	2,281.50	43,935.50	72.80	16,419.50
101-41400-41200	PAYROLL TAXES	4,352.00	174.53	3,361.07	77.23	990.93
101-41400-41300	RETIREMENT	3,414.00	136.89	2,636.18	77.22	777.82
101-41400-41400	WORKMEN'S COMPENSATION	550.00	.00	.00	.00	550.00
101-41400-41500	HEALTH INSURANCE	12,000.00	.00	7,304.99	60.87	4,695.01
101-41400-41600	UNEMPLOYMENT COMPENSATION	.00	.00	.00	.00	.00
101-41400-41700	ADMIN WAGES	23,452.00	366.99	11,163.23	47.60	12,288.77
101-41400-41800	ADMIN PAYROLL TAXES	1,958.00	28.07	854.00	43.62	1,104.00
101-41400-41900	ADMIN SDRS RETIREMENT	2,559.00	40.04	1,135.80	44.38	1,423.20
101-41400-42000	ADMIN HEALTH INSURANCE	12,000.00	.00	7,304.99	60.87	4,695.01
101-41400-42100	OTHER INSURANCE	.00	.00	.00	.00	.00
101-41400-42200	PROFESSIONAL FEES	8,000.00	613.65	8,502.35	106.28	502.35-

TOWN OF HERMOSA
BUDGET REPORT
CALENDAR 9/2025, FISCAL 9/2025

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
101-41400-42300	PUBLISHING	275.00	.00	48.20	17.53	226.80
101-41400-42500	REPAIRS & MAINTENANCE	1,725.00	.00	1,120.80	64.97	604.20
101-41400-42600	SUPPLIES & MATERIALS	4,000.00	149.38	4,234.74	105.87	234.74-
101-41400-42700	TRAVEL & CONFERENCE	1,400.00	17.99	619.69	44.26	780.31
101-41400-42800	UTILITIES	5,000.00	376.52	3,206.79	64.14	1,793.21
101-41400-42810	PHONE & FAX	3,500.00	260.95	2,376.97	67.91	1,123.03
101-41400-42900	OTHER EXPENSE	1,500.00	25.00	985.74	65.72	514.26
101-41400-43400	EQUIPMENT	6,500.00	554.05	4,943.11	76.05	1,556.89
101-41400-43410	COMPUTER SOFTWARE	250.00	20.83	187.47	74.99	62.53
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	FINANCIAL ADMINISTRATION TOTAL	152,790.00	5,046.39	103,921.62	68.02	48,868.38
101-41410-42200	PROFESSIONAL FEES	40,000.00	2,182.75	34,427.37	86.07	5,572.63
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	LEGAL TOTAL	40,000.00	2,182.75	34,427.37	86.07	5,572.63
101-41920-41100	WAGE	2,375.00	.00	717.77	30.22	1,657.23
101-41920-41200	PAYROLL TAXES	182.00	.00	54.94	30.19	127.06
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	GENERAL GOV'T BUILDINGS TOTAL	2,557.00	.00	772.71	30.22	1,784.29
101-41960-42200	PROFESSIONAL FEES	315,000.00	16,933.50	259,866.26	82.50	55,133.74
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	ENGINEER TOTAL	315,000.00	16,933.50	259,866.26	82.50	55,133.74
101-42100-41100	WAGE	30,000.00	866.60	4,638.30	15.46	25,361.70
101-42100-41200	PAYROLL TAXES	2,295.00	66.30	354.84	15.46	1,940.16
101-42100-41300	RETIREMENT	2,400.00	69.33	371.07	15.46	2,028.93
101-42100-41400	WORKMEN'S COMPENSATION	650.00	.00	.00	.00	650.00
101-42100-41500	HEALTH INSURANCE	.00	.00	.00	.00	.00
101-42100-41600	UNEMPLOYMENT COMPENSATION	.00	.00	.00	.00	.00
101-42100-42100	OTHER INSURANCE	2,500.00	.00	.00	.00	2,500.00
101-42100-42200	PROFESSIONAL FEES	3,500.00	.00	180.00	5.14	3,320.00
101-42100-42500	REPAIRS & MAINTENANCE	3,402.00	.00	139.40	4.10	3,262.60
101-42100-42600	SUPPLIES & MATERIALS	4,500.00	1,313.37	1,458.17	32.40	3,041.83
101-42100-42610	FUEL	5,000.00	172.09	219.39	4.39	4,780.61
101-42100-42620	UNIFORM	.00	.00	.00	.00	.00
101-42100-42700	TRAVEL & CONFERENCE	1,500.00	.00	.00	.00	1,500.00
101-42100-42810	PHONE & FAX	150.00	.00	.00	.00	150.00
101-42100-42900	OTHER EXPENSE	8,000.00	.00	6,000.00	75.00	2,000.00
101-42100-43400	EQUIPMENT	1,500.00	.00	.00	.00	1,500.00
101-42100-43420	AUTO	1,500.00	.00	.00	.00	1,500.00
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	POLICE TOTAL	66,897.00	2,487.69	13,361.17	19.97	53,535.83
101-42300-42200	PROFESSIONAL FEES	1,000.00	.00	.00	.00	1,000.00
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ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	PROTECTIVE INSPECTION TOTAL	1,000.00	.00	.00	.00	1,000.00
101-43100-41100	WAGE	.00	.00	128.00	.00	128.00-
101-43100-41200	PAYROLL TAXES	.00	.00	9.80	.00	9.80-
101-43100-42150	CONTRACT	2,707.00	.00	1,766.40	65.25	940.60
101-43100-42500	REPAIRS & MAINTENANCE	20,000.00	.00	22,161.18	110.81	2,161.18-
101-43100-42510	SNOW REMOVAL	6,000.00	.00	1,483.00	24.72	4,517.00
101-43100-42520	DRAINAGE	.00	.00	87.00	.00	87.00-
101-43100-42530	MOWING	2,400.00	.00	65.00	2.71	2,335.00
101-43100-42600	SUPPLIES & MATERIALS	7,500.00	1,376.49	4,841.26	64.55	2,658.74
101-43100-42800	UTILITIES	15,000.00	1,177.12	9,412.73	62.75	5,587.27
101-43100-42900	OTHER EXPENSE	6,265.00	.00	3,345.30	53.40	2,919.70
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	PUBLIC WORKS TOTAL	59,872.00	2,553.61	43,299.67	72.32	16,572.33
101-43230-42600	SUPPLIES & MATERIALS	1,500.00	.00	.00	.00	1,500.00
101-43230-42900	OTHER EXPENSE	60,000.00	4,175.73	43,591.68	72.65	16,408.32
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	SOLID WASTE COLLECTION TOTAL	61,500.00	4,175.73	43,591.68	70.88	17,908.32
101-46520-41100	WAGE	.00	.00	.00	.00	.00
101-46520-41200	PAYROLL TAXES	.00	.00	.00	.00	.00
101-46520-41400	WORKMEN'S COMPENSATION	.00	.00	.00	.00	.00
101-46520-42600	SUPPLIES & MATERIALS	.00	.00	.00	.00	.00
101-46520-42700	TRAVEL & CONFERENCE	.00	.00	.00	.00	.00
101-46520-42900	OTHER EXPENSE	.00	.00	.00	.00	.00
		=====	=====	=====	=====	=====
	PLANNING/ZONNING TOTAL	.00	.00	.00	.00	.00
101-48500-42200	PROFESSIONAL FEES	.00	.00	.00	.00	.00
101-48500-42900	OTHER EXPENSE	.00	.00	.00	.00	.00
101-48500-43100	LAND	3,600.00	.00	.00	.00	3,600.00
101-48500-43200	BUILDINGS	.00	.00	.00	.00	.00
101-48500-43300	CAPITAL IMPROVEMENTS	.00	.00	.00	.00	.00
101-48500-43400	EQUIPMENT	.00	.00	.00	.00	.00
		=====	=====	=====	=====	=====
	CAPITAL OUTLAY TOTAL	3,600.00	.00	.00	.00	3,600.00
101-51100-51100	OPERATING TRANSFERS OUT	.00	.00	.00	.00	.00
		=====	=====	=====	=====	=====
	TRANSFERS OUT TOTAL	.00	.00	.00	.00	.00
101-61100-51100	OPERATING TRANSFERS OUT	.00	.00	.00	.00	.00
		=====	=====	=====	=====	=====
	OPERATING TRANSFERS OUT TOTAL	.00	.00	.00	.00	.00

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	GENERAL TOTAL	735,640.00	34,861.91	520,527.85	70.76	215,112.15
211-46310-42900	OTHER EXPENSE	.00	.00	.00	.00	.00
	URBAN REDEVELOP/HOUSING TOTAL	.00	.00	.00	.00	.00
211-46530-41100	WAGE EXPENSE	10,665.00	33.36	862.92	8.09	9,802.08
211-46530-41200	PAYROLL TAX EXPENSE	.00	2.56	65.95	.00	65.95-
211-46530-42600	SUPPLIES & MATERIALS	.00	85.72	85.72	.00	85.72-
211-46530-42900	OTHER	4,335.00	.00	.00	.00	4,335.00
	PROMOTING THE CITY TOTAL	15,000.00	121.64	1,014.59	6.76	13,985.41
211-51100-51100	OPERATING TRANSFERS OUT	.00	.00	.00	.00	.00
	TRANSFERS OUT TOTAL	.00	.00	.00	.00	.00
	BBB GROSS RECEIPTS TAX TOTAL	15,000.00	121.64	1,014.59	6.76	13,985.41
272-46310-42900	OTHER EXPENSE	.00	.00	.00	.00	.00
	URBAN REDEVELOP/HOUSING TOTAL	.00	.00	.00	.00	.00
272-51100-51100	OPERATING TRANSFERS OUT	.00	.00	.00	.00	.00
	TRANSFERS OUT TOTAL	.00	.00	.00	.00	.00
	FEMA/CONSTRUCTION TOTAL	.00	.00	.00	.00	.00
301-41110-42200	PROFESSIONAL FEES	.00	.00	.00	.00	.00
301-41110-42900	OTHER EXPENSE	.00	.00	.00	.00	.00
301-41110-43300	CAPITAL IMPROVEMENTS	.00	.00	.00	.00	.00
	LEGISLATIVE TOTAL	.00	.00	.00	.00	.00
301-41410-42200	PROFESSIONAL FEES	.00	.00	.00	.00	.00

TOWN OF HERMOSA
BUDGET REPORT
CALENDAR 9/2025, FISCAL 9/2025

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	LEGAL TOTAL	.00	.00	.00	.00	.00
301-43200-43300	CAPITAL IMPROVEMENTS	.00	.00	.00	.00	.00
	SANITATION TOTAL	.00	.00	.00	.00	.00
301-43300-43300	CAPITAL IMPROVEMENTS	.00	.00	.00	.00	.00
	WATER TOTAL	.00	.00	.00	.00	.00
301-46500-42200	PROFESSIONAL FEES	.00	.00	.00	.00	.00
301-46500-42500	REPAIRS & MAINTENANCE	.00	.00	.00	.00	.00
301-46500-42600	SUPPLIES & MATERIALS	.00	.00	.00	.00	.00
301-46500-42900	OTHER EXPENSE	106,000.00	.00	105,741.61	99.76	258.39
301-46500-43300	CAPITAL IMPROVEMENTS	.00	.00	.00	.00	.00
	ECONOMIC DEVEL/ASSISTANCE TOTA	106,000.00	.00	105,741.61	99.76	258.39
301-47100-44100	PRINCIPAL - LOAN #	.00	.00	.00	.00	.00
301-47100-44101	PRINCIPAL - LOAN #461278-01	.00	.00	.00	.00	.00
301-47100-44200	INTEREST - LOAN #	.00	.00	.00	.00	.00
301-47100-44201	INTEREST - LOAN #461278-01	.00	.00	.00	.00	.00
301-47100-51000	RESERVES	.00	.00	.00	.00	.00
301-47100-51001	RESERVES	.00	.00	.00	.00	.00
	DEBT SERVICE TOTAL	.00	.00	.00	.00	.00
301-51100-51000	RESERVES	.00	.00	.00	.00	.00
301-51100-51100	OPERATING TRANSFERS OUT	.00	.00	.00	.00	.00
	TRANSFERS OUT TOTAL	.00	.00	.00	.00	.00
301-61100-51000	RESERVES	.00	.00	.00	.00	.00
301-61100-51100	OPERATING TRANSFERS OUT	.00	.00	.00	.00	.00
	OPERATING TRANSFERS OUT TOTAL	.00	.00	.00	.00	.00
	DEBT SERVICE TOTAL	106,000.00	.00	105,741.61	99.76	258.39
602-41150-51000	RESERVES	.00	.00	.00	.00	.00

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	CONTINGENCY TOTAL	.00	.00	.00	.00	.00
602-43300-41100	WAGE	11,848.00	166.81	5,278.90	44.56	6,569.10
602-43300-41200	PAYROLL TAXES	907.00	12.76	403.92	44.53	503.08
602-43300-41300	RETIREMENT	.00	.00	.00	.00	.00
602-43300-42100	OTHER INSURANCE	2,800.00	.00	.00	.00	2,800.00
602-43300-42150	CONTRACT	17,600.00	.00	12,352.80	70.19	5,247.20
602-43300-42200	PROFESSIONAL FEES	16,500.00	100.00	7,640.50	46.31	8,859.50
602-43300-42500	REPAIRS & MAINTENANCE	17,000.00	.00	29,314.86	172.44	12,314.86
602-43300-42540	PUMP & WELL	10,000.00	.00	.00	.00	10,000.00
602-43300-42600	SUPPLIES & MATERIALS	7,500.00	1,736.59	5,426.97	72.36	2,073.03
602-43300-42630	CHEMICALS & TESTING	4,000.00	597.05	1,561.09	39.03	2,438.91
602-43300-42800	UTILITIES	17,500.00	1,008.71	7,856.59	44.89	9,643.41
602-43300-42900	OTHER EXPENSE	3,700.00	.00	60.00	1.62	3,640.00
602-43300-43300	CAPITAL IMPROVEMENTS	500,000.00	.00	.00	.00	500,000.00
602-43300-43400	EQUIPMENT	85,000.00	.00	.00	.00	85,000.00
602-43300-43430	FRONTDESK SERVICE CHARGES	550.00	8.45	450.15	81.85	99.85
		=====	=====	=====	=====	=====
	WATER TOTAL	694,905.00	3,630.37	70,345.78	10.12	624,559.22
602-47100-44100	PRINCIPAL - LOAN RD2	909.00	69.36	624.24	68.67	284.76
602-47100-44101	PRINCIPAL - LOAN RD3 (47150)	548.00	42.22	379.98	69.34	168.02
602-47100-44102	PRINCIPAL - #	.00	.00	.00	.00	.00
602-47100-44103	PRINCIPAL - RD1	7,324.00	639.00	5,751.00	78.52	1,573.00
602-47100-44104	PRINCIPAL-LOAN QTRLY	3,729.00	.00	2,720.46	72.95	1,008.54
602-47100-44105	NEW SRF LOAN-PRINCIPAL	19,243.00	.00	.00	.00	19,243.00
602-47100-44200	INTEREST - LOAN RD2	1,593.00	139.14	1,252.26	78.61	340.74
602-47100-44201	INTEREST - RD3 (47150)	785.00	68.78	619.02	78.86	165.98
602-47100-44202	INTEREST - LOAN #	.00	.00	.00	.00	.00
602-47100-44203	INTEREST - LOAN RD1	8,013.00	639.00	5,751.00	71.77	2,262.00
602-47100-44204	INTEREST-LOAN QTRLY	2,245.00	.00	1,759.23	78.36	485.77
602-47100-44205	NEW SRF LOAN-INTEREST	76,972.00	.00	.00	.00	76,972.00
602-47100-51000	RESERVES	1,534.00	.00	.00	.00	1,534.00
602-47100-51001	RESERVES	110.00	.00	.00	.00	110.00
602-47100-51002	RESERVES	600.00	.00	.00	.00	600.00
602-47100-51003	RESERVES	250.00	.00	.00	.00	250.00
602-47100-51004	RESERVES	.00	.00	.00	.00	.00
		=====	=====	=====	=====	=====
	DEBT SERVICE TOTAL	123,855.00	1,597.50	18,857.19	15.23	104,997.81
602-51100-51000	RESERVES	.00	.00	.00	.00	.00
602-51100-51100	OPERATING TRANSFERS OUT	.00	.00	.00	.00	.00
		=====	=====	=====	=====	=====
	TRANSFERS OUT TOTAL	.00	.00	.00	.00	.00
602-61100-51100	OPERATING TRANSFERS OUT	.00	.00	.00	.00	.00
		=====	=====	=====	=====	=====

TOWN OF HERMOSA
BUDGET REPORT
CALENDAR 9/2025, FISCAL 9/2025

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	OPERATING TRANSFERS OUT TOTAL	.00	.00	.00	.00	.00
		=====	=====	=====	=====	=====
	WATER TOTAL	818,760.00	5,227.87	89,202.97	10.89	729,557.03
		=====	=====	=====	=====	=====
604-41150-51000	RESERVES	.00	.00	.00	.00	.00
		=====	=====	=====	=====	=====
	CONTINGENCY TOTAL	.00	.00	.00	.00	.00
		=====	=====	=====	=====	=====
604-43200-41100	WAGE	7,584.00	100.09	2,588.87	34.14	4,995.13
604432004110	WAGE	.00	.00	.00	.00	.00
6044320041100	WAGE	.00	.00	.00	.00	.00
604-43200-41200	PAYROLL TAXES	580.00	7.66	198.03	34.14	381.97
604-43200-41300	RETIREMENT	.00	.00	.00	.00	.00
604-43200-42100	OTHER INSURANCE	3,000.00	.00	.00	.00	3,000.00
604-43200-42150	CONTRACT	17,600.00	.00	10,840.80	61.60	6,759.20
604-43200-42200	PROFESSIONAL FEES	5,000.00	.00	3,790.50	75.81	1,209.50
604-43200-42500	REPAIRS & MAINTENANCE	35,000.00	278.00	67,429.18	192.65	32,429.18-
604-43200-42600	SUPPLIES & MATERIALS	2,000.00	420.66	114,187.99	5,709.40	112,187.99-
604-43200-42630	CHEMICALS & TESTING	7,000.00	.00	942.00	13.46	6,058.00
604-43200-42800	UTILITIES	14,000.00	510.10	3,448.92	24.64	10,551.08
604-43200-42900	OTHER EXPENSE	10,000.00	58,236.87	870,782.19	8,707.82	860,782.19-
604-43200-43300	CAPITAL IMPROVEMENTS	.00	43,571.00	77,826.23	.00	77,826.23-
604-43200-43400	EQUIPMENT	.00	.00	46,491.11	.00	46,491.11-
604-43200-51100	OPERATING TRANSFERS OUT	.00	.00	.00	.00	.00
		=====	=====	=====	=====	=====
	SANITATION TOTAL	101,764.00	103,124.38	1,198,525.82	1,177.75	1,096,761.82-
		=====	=====	=====	=====	=====
604-47100-44100	PRINCIPAL - LOAN RD2	909.00	69.36	624.24	68.67	284.76
604-47100-44101	PRINCIPAL - RD 3 (47150)	548.00	42.23	380.07	69.36	167.93
604-47100-44200	INTEREST - LOAN RD2	1,593.00	139.14	1,252.26	78.61	340.74
604-47100-44201	INTEREST - LOAN RD3(47150)	785.00	68.77	618.93	78.84	166.07
604-47100-44300	WWTP PRINCIPAL	9,251.00	.00	10,000.00	108.10	749.00-
604-47100-44301	WWTP - INTEREST	37,002.00	.00	16,415.00	44.36	20,587.00
604-47100-51000	RESERVES	250.00	.00	.00	.00	250.00
604-47100-51001	RESERVES	133.00	.00	.00	.00	133.00
		=====	=====	=====	=====	=====
	DEBT SERVICE TOTAL	50,471.00	319.50	29,290.50	58.03	21,180.50
		=====	=====	=====	=====	=====
604-48500-43100	LAND	.00	.00	.00	.00	.00
		=====	=====	=====	=====	=====
	CAPITAL OUTLAY TOTAL	.00	.00	.00	.00	.00
		=====	=====	=====	=====	=====
604-51100-51100	OPERATING TRANSFERS OUT	.00	.00	.00	.00	.00
		=====	=====	=====	=====	=====

TOWN OF HERMOSA
BUDGET REPORT
CALENDAR 9/2025, FISCAL 9/2025

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	TRANSFERS OUT TOTAL	.00	.00	.00	.00	.00
604-61100-51100	OPERATING TRANSFERS OUT	.00	.00	.00	.00	.00
	OPERATING TRANSFERS OUT TOTAL	.00	.00	.00	.00	.00
	SEWER TOTAL	152,235.00	103,443.88	1,227,816.32	806.53	1,075,581.32-
	TOTAL EXPENSES	1,827,635.00	143,655.30	1,944,303.34	106.38	116,668.34-

COSTELLO PORTER

ATTORNEYS AT LAW SINCE 1889

14C

KENNETH L. HEISTERKAMP
GENE R. BUSHNELL
EDWARD C. CARPENTER
JOSEPH R. LUX
HEATHER LAMMERS BOGARD†
JESS M. PEKARSKI

†Also available at Spearfish office
115 N. 7th Street, Suite 3
Spearfish, SD 57783

+ Also admitted in North Dakota

* Also admitted in Wyoming

^Also admitted in Nebraska

200 SECURITY BUILDING
704 ST. JOSEPH STREET
MAILING ADDRESS P. O. BOX 290
RAPID CITY, SD 57709

Telephone: (605) 343-2410

Fax: (605) 343-4262

PHILLIP R. STILES
JONATHAN P. MCCOY*
MICHAEL F. STEVE^+
REECE R. WEBER
GARRETT J. KEEGAN
COLTON D. WILLIAMS
ANDREW M. DAVIS

J.M. COSTELLO
1923-2007

WILLIAM G. PORTER
1926-2004

September 10, 2025

Sent via Email and US Mail

Town of Hermosa, Board of Trustees
c/o Kelburn Koontz, Board President
230 Main St.
Hermosa, SD 57744
boardpresident@hermosasd.com

Re: Lane and Erica Brengle
Our File No: 252178.000

Dear President Koontz, on behalf of the Board:

As you are all aware I represent Lane and Erica Brengle regarding their liquor license application and their property at 122 Vilas St., formerly the home of the Trails West Saloon. I am writing to you under the Freedom of Information Act of the State of South Dakota as codified in SDCL ch. 1-27. We are requesting under SDCL § 1-27-1 the opportunity to inspect or obtain copies of all public records and information relating to the following:

- 122 Vilas St., for the past 2 years, including any licenses, certificates of occupancy, or otherwise;
- The liquor license application, Operating Agreement, any Notices of Termination of an Operating Agreement, and all other documents including any complaints, violations or police records relating to the liquor license that is currently held by TW Saloon, LLC, Trails West Saloon, or its owners including Andrea Kelly and Mortiz Epsy, with an address of 122 Vilas St., or any other liquor licenses that may currently be, or have been at 122 Vilas St., in the past; and

- Any Notices of Termination of Operating Agreements for Liquor License which the Town of Hermosa has delivered to any third-parties in the past 2 years.

Please provide me copies of the above, which our client would be happy to pay for the statutorily reasonable fee, or provide a time which I can inspect and copy the records for myself. We believe these are necessary to be able to take an adequate position as the owner of 122 Vilas St. with how to proceed to best use our property.

Thank you again for the time to discuss and please let me know if you have any other questions.

Respectfully,

A handwritten signature in black ink, appearing to read 'Michael F. Steve', with a long horizontal flourish extending to the right.

Michael F. Steve

MFS/jlc

CC: Client

Town of Hermosa



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

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

E-mail twnhrmsa@custercountysd.com

December 23, 2024

Trails West Saloon
122 Vilas Street
Hermosa SD 57744

Re: Approved Liquor License & Operating Agreement Renewals

Dear Moritz & Andrea,

Enclosed please find the completed alcohol license renewals that I received from the South Dakota Department of Revenue for the 2025 calendar year.

As a reference, I am showing that the Trails West Saloon holds a Retail On-Sale Liquor License.

If you have any questions, please feel free to contact me at (605) 255-4291, or by email at terri@hermosasd.com.

Thank you

Sincerely,

A handwritten signature in cursive script that reads "Terri Cornelison".

Terri Cornelison
Finance Officer

Enc.

COPY

TOWN OF HERMOSA
TRAILS WEST SALOON
PO BOX 298
HERMOSA, SD 57744-0298

December 17, 2024

Dear TOWN OF HERMOSA

Below is your Retail On-Sale Liquor license. It shall be valid only for the person in whose name it is issued and for the transaction of business at the location approved. The license shall be available for inspection.

A list of the approved alcohol training programs may be found at: <https://dor.sd.gov/businesses/taxes/alcohol/>

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

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



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

<http://dor.sd.gov>

ISSUE DATE: 01/01/2025

EXPIRATION DATE: 12/31/2025

LICENSE NUMBER: RL-30258

LICENSE TYPE: Retail On-Sale Liquor

ISSUED TO:

TOWN OF HERMOSA
PO BOX 298
HERMOSA, SD 57744-0298

TRAILS WEST SALOON
122 VILAS ST
HERMOSA, SD 57744

A handwritten signature in black ink, appearing to read "Mike Houdyshell", is written over a horizontal line.

Mike Houdyshell
Secretary of Revenue

Date Received _____
Date Issued _____

2025

License No. RL-30258

Uniform Alcoholic Beverage License Application

A. Corporation, LLC, or Sole Proprietor Name and
Mailing Address

B. Doing Business As Name and Physical Address

TOWN OF HERMOSA
PO BOX 49
FAIRBURN, SD 57738

Lic # RL-30258
TRAILS WEST SALOON
122 VILAS STREET
HERMOSA, SD 57744

Owner's Telephone#: _____

Business Telephone #: (605) 430-7471

C. Indicate the class of license being applied for
(submit separate application for each class of license).

Place of business is located in a municipality? ☒ Yes ☐ No

- ☒ Retail (on-sale) Liquor
☐ Retail (on-sale) Liquor - Restaurant
☐ Convention Center (on-sale) Liquor
☐ Package (off-sale) Liquor
☐ Retail (on-off sale) Wine and Cider
☐ Retail (on-off sale) Malt Beverage & SD Farm Wine
☐ Package Delivery
☐ Hunting Preserve
☐ Other _____

County: Custer

Do you own ☐ or lease ☒ this property? (Check one)

Are real property taxes paid to date? ☒ Yes ☐ No

Are you of good moral character having never been convicted of a
felony? ☒ Yes ☐ No

D. Legal description of licensed premise:

Lots 23-24 Block 5
Town of Hermosa, SD

Is this License in active use? ☒ Yes ☐ No

Do you or any officers, directors, partners, or stockholders hold
any other alcohol retail, manufacturing, or wholesaler licenses?

☐ Yes ☒ No If Yes, please list on the back page.

E. State Sales Tax Number: 1041-6587-ST

F. New license? _____ Transfer? (\$150) _____ Re-issuance? ☒

G. CERTIFICATE: The undersigned applicant certifies under the penalties of perjury that all statements herein are true and correct;
that the said applicant complies with all of the statutory requirements for the class of license being applied for and in addition
agrees to permit agents of the Department of Revenue access to the licensed premises and records as provided in SDCL 35-2-2.1,
and agrees this application shall constitute a contract between applicant and the State of South Dakota entitling the same or any
peace officers to inspect the premises, books and records at any time for the purpose of enforcing the provisions of Title 35 SDCL,
as amended.

Date 10/30/24 Print Name Moritz Espy Signature Moritz Espy

H. APPROVAL OF LOCAL GOVERNING BODY - Notice of hearing was published on _____ Public hearing on the
application was held _____, not less than SEVEN (7) days after official publication. The governing body by majority
vote recommends the approval and granting of this license and certifies that requirements as to location and suitability of premises
and applicant have been reviewed and conform to the requirements of local and South Dakota law.

For Local Government Use

(Seal) 10/30/24
Mayor or Chairman

Renewal - no public hearing held ☒
Amount of fee collected with application \$ 0
Amount of fee retained \$ 0
Forwarded with application \$ 0

If disapproved, endorse reason thereon and return to applicant

Please complete reverse side

**OPERATING AGREEMENT FOR MUNICIPAL ON-SALE
AND OFF-SALE LIQUOR ESTABLISHMENT**

1. **PARTIES:**

The parties to this agreement are **TW Saloon, LLC** of Hermosa, S. D., hereinafter referred to as the "Operator" and the Town of Hermosa, a political subdivision of the State of South Dakota, hereinafter referred to as the "Town".

2. **PURPOSE:**

Under the provision of SDCL 35-4, the purpose of this agreement is to establish the terms and conditions of an operating agreement between the Operator and the Town as provided by SDCL 35-4.

3. **PROPERTY:**

The real property subject to the terms of this agreement is commonly known as: **Trails West Saloon** located in the Town of Hermosa, Custer County, State of South Dakota.

4. **TERMS OF THE AGREEMENT AND EFFECTIVE DATE:**

This agreement shall expire the 31st day of December, 2025.

5. **RENEWAL:**

Operator agrees to give the Town ninety (90) days advance written notice of its desire to renew.

6. **OBLIGATIONS OF OPERATOR:**

- a) The Operator shall be responsible for all operating expenses including, but not limited to, utilities, purchase of all liquor, taxes, insurance and license fees, if any.
- b) Cancellation of the agreement shall be made upon ninety (90) days written notice by either party.
- c) The Operator shall furnish a suitable building situated upon the following described real property: **Lots 23 & 24, Block 5**, Town of Hermosa, Custer County, State of South Dakota.
- d) Operator shall operate said on-sale establishment so situated and arranged and the business operated therein to be so conducted as to be in conformity with the ordinances of the Town of Hermosa and the laws of the State of South Dakota.
- e) Operator shall operate said off-sale establishment only on the days and during the hours specified by ordinance of the governing body of the Town and also in conformity with the laws of the State of South Dakota. This shall not be construed to mean, however, that there exists any restriction on the seasonal operation of the business provided all license fees hereunder are paid in a timely manner and Operator is in compliance with all laws and town ordinances. Furthermore, the

Operator shall notify local law enforcement of any change in operating hours or planned special events.

- f) Operator is to pay all sales tax and real estate property taxes when they are due and owing prior to becoming delinquent.
- g) Operator shall furnish to the Town, upon request, evidence of payment of all social Security, Withholding, Workmen's Compensation and Unemployment Insurance payments or premiums and the policies receipts therefore, along with evidence of payments of all rents, utilities and salaries on or before the 10th day of the calendar month when the same comes due.
- h) Operator agrees to furnish to the Town all records requested by the Town that are reasonably related to the issues involved in renegotiating this agreement.
- i) Operator shall maintain said premises in good repair so as to provide a safe and clean environment.
- j) Operator shall make a thorough and complete check of the age of any individual requesting to be served intoxicating liquor or other alcoholic beverages as is reasonably necessary to determine if said individual is of lawful age; and to immediately report to the proper officials for prosecution, any individual attempting to falsify his or her lawful age for the purpose of obtaining the service of alcoholic beverages or intoxicating liquor.

That Operator shall require that all it's employees and/or agents shall at the expense of the Operator, as a condition of employment, complete a nationally recognized training program approved by the South Dakota State Department of Revenue that provides instruction on techniques to prevent persons under the age of twenty-one (21) from purchasing alcoholic beverages within sixty (60) days after commencement of employment, or within sixty (60) days after execution of this Agreement for existing employees.

That Operator shall implement and maintain a written age identification policy and shall require each of its employees and/or agents to sign the same, and agree to abide by said age identification policy as a condition of continuing employment and/or agency with said establishment.

- k) Operator shall at all times and in every reasonable manner cooperate with the Hermosa Town Marshall, the Custer County Sheriff's Department, and the law enforcement personnel of the State of South Dakota in allowing access to said premises, to establish the age of any individual or individuals found on said premises, and to maintain law and order of said premises.

7. RESPONSIBILITIES OF OPERATOR REGARDING PATRONS:

- a) Any establishment duly permitted by the Town of Hermosa to sell liquor, wine or

malt beverages is charged with the responsibility of maintaining a safe environment for its patrons. Any business establishment offering on-sale or off-sale liquor, wine or malt beverage within the corporate limits of Hermosa, South Dakota, shall adhere to the following requirements, procedures and protocol regarding patron activity and safety.

- i.) An owner, manager or employee of an establishment is encouraged to contact the Town Marshall or County Sheriff at the first indication of a situation which appears may result in the escalation of hostility between patrons or a patron and employee. Any failure by an establishment to make such contact resulting in injury to person, damage to property or commission of a criminal act may result in civil penalty against the establishment, ranging from a letter of reprimand to license suspension or revocation.
- b) The owner and manager of an offending entity will upon written demand appear before the Town Board within five (5) days of such request or at the next Meeting of the Town Board of Trustees as may be directed by the Board. Any such reports, reprimands or other disciplinary action shall become a part of the licensee's permanent performance records.

8. **LIABILITY INSURANCE:**

Operator shall indemnify and hold the Town free and harmless from any and all liability, loss, damage or expense from accident or damage, either to itself or to persons or property of others, which may occur by reason of the exercise of the rights privileges herein granted, and shall, for the purpose of carrying out the provisions of the agreement, and prior to commencing operations of any kind, have in full force and effect, and file evidence thereof with the Finance Officer, a good and sufficient policy covering Five Hundred Thousand Dollars (\$500,000.00) each occurrence, One Million Dollars (\$1,000,000.00) aggregate overage with said policy to be executed by an insurance company authorized and qualified to do business in the State of South Dakota and conditioned to indemnify and save harmless the Town from and against any and all claims, actions, suits, liability, loss, cost expense or damage of any kind or description which may occur to or be suffered by the Town or by anyone by reason of the use of the real property described in Paragraph 3 herein. Proof of such insurance shall be provided by Operator and kept on file at the Town office. Operator shall also direct the insurance carrier to notify Town of cancellation or suspending policy.

9. **ASSIGNMENT:**

This agreement shall not be assigned, transferred, sold or in any manner conveyed without the express written and prior approval of the Hermosa Town Board and said approval shall not be unreasonably withheld.

10. **LICENSES/FEES:**

- a) Operator agrees to pay the sum of Four Thousand Two Hundred Dollars (\$4,200.00) per year for a retail on-sale liquor license. Said sum shall be payable at the rate of **Three Hundred Fifty Dollars (\$350.00) per month, and 5% of the liquor and beer purchases by the operator for the previous month. Proof of purchases (i.e. copies of invoices from the distributor) of the same must accompany payment each month.** Purchases will be verified by the distributor at the discretion of the Finance Officer. **Payments are to be made on the first day of each month with the right of prepayment.** In the event the Operator does not pay the monthly license fee by the close of business on the fifth day of each month to the Finance Officer at the Hermosa Town Office, PO Box 298, Hermosa, SD 57744, the license may be suspended immediately and Operator shall be subject to a \$50.00 late fee, plus \$25.00 per week thereafter. To redeem the license, the Operator shall pay three (3) monthly payments in advance in addition to the late fees. In addition, any returned checks will be subject to an additional \$100.00 penalty and \$35.00 fee at the first offense. Subsequent returned checks will result in payment terms of cash or money order only. Upon receipt of a returned check the license may be revoked immediately.
- b) The Operator agrees to maintain in good standing a South Dakota Video Lottery License and to operate not less than five (5) video lottery terminals. The Operator further agrees to pay the Town (\$ -0-) per year, per video lottery machine, in addition to the license fee as permitted in SDCL 35-4-103.
- c) Operator shall purchase liquor, beer and wine directly from authorized liquor distributors in conformance with all applicable state laws.

11. **AREA OF LICENSE:**

Alcoholic beverages shall be sold only on the authorized premises authorized by the license in accordance with SDCL 35-4-75.

12. **CANCELLATION AND TERMINATION:**

Cancellation of this agreement shall be made upon ninety (90) days written notice by either party. In the event that either party to this agreement defaults in the performance of any of the terms, covenants, conditions or obligations of their agreement, assumed by that party, the parties agree that the party not in default shall have the option to cancel this agreement. Said option shall be exercisable by giving to the party in default, at their current address, by certified mail, ninety (90) days written notice of the nature of such default. In the event of the failure of the party in default to cure such default, within such ninety (90) day period, this agreement shall be deemed canceled and of no further binding effect on either of the parties to this agreement. If the Operator wishes to cancel this agreement, they may do so with ninety (90) days written notification by certified mailing to the Town.

13. **VIDEO LOTTERY MACHINES:**

Operator must abide by all rules and regulations as set forth in S.D.C.L. Chapter 42-7A, including but not limited to the following:

a) **Placement of machines and separation wall required:** S.D.C.L. § 42-7A-37.1
Restrictions on licensed establishment

A business licensed pursuant to subdivision 35-4-2 (12) and (16) may not be a licensed establishment for video lottery placement pursuant to subdivision 42-7A-1 (6) unless it is a bar or lounge. For the purposes of this section, a bar or lounge is an enterprise primarily maintained and operated for the selling, dispensing and consumption of alcoholic beverages on the premises and may also include the sale and service of food. A bar or lounge may be physically connected to another enterprise within the same building, which enterprise may be owned or operated by the same person. There may be interior access between a bar or lounge and a connected enterprise. However, there shall be a floor to ceiling opaque wall separation between the two enterprises. A separation wall may be constructed to provide visual and physical access for employees from areas in the building not open to the public. The bar or lounge shall have a separate entrance and exit. A separate entrance and exit is not required if entrance to the bar may only be obtained from the other distinct enterprise and the public may not enter the other enterprise by first passing through the bar or lounge. All video lottery machines shall be adequately monitored during business hours. Adequate monitoring shall be accomplished by the personal presence of an employee or by an employee using video cameras or mirrors and periodic inspections of the bar or lounge. No new license may be issued to any establishment after July 1, 1992, unless such establishment complies with this section. No license may be renewed to any establishment after July 1, 1993, unless such establishment complies with this section.

b). **Number of machines and age restrictions to be displayed:** S.D.C.L. § 42-7A-44
Rules for placement of video lottery machines -- Number limited -- Placement in bar or lounge with on-sale License.

The placement of video lottery machines in licensed establishments shall be subject to the rules of the commission promulgated pursuant to chapter 1-26. No more than ten video lottery machines may be placed in any licensed establishment. The bar or lounge with an on-sale license issued pursuant to subdivision 35-4-2 (12) or (16) shall be restricted to persons twenty-one years of age or older. The entrance to the area where video lottery machines are located shall display a sign that the premises are restricted to persons twenty-one years or older. Notwithstanding the restrictions in §§ 35-4-79 to 35-4-79.2, inclusive, persons under the age of twenty-one may only enter the premises where video lottery machines are located provided they are accompanied by a parent, guardian or spouse of twenty-one years or older.

14. **NOTICE:**

Any notice provided for herein may be given by registered or certified United States mail, postage and fees prepaid, and addressed, if to the Operator, as described in

paragraph 1 herein, with the principal office located at 122 Vilas St, Hermosa, SD, addressed to TW Saloon, LLC, PO Box 49, Fairburn, SD, 57738, and if to the Town, at PO Box 298, Hermosa, South Dakota 57744. The places to which notices are to be given hereunder may be changed from time to time by either party by written notice, given to the other.

15. **COMPLIANCE WITH ALL LAWS AND CODES:**

The Operator shall observe all statutory laws of the State of South Dakota, and all ordinances of the Town. Further this Agreement is contingent upon Operator complying with the applicable provisions of the Uniform Fire Code as determined by and consistent with the recommendations of the State Fire Marshall. Failure to comply with such recommendations shall result in termination of this Agreement.

16. **MUTUAL OBLIGATIONS:**

Each of the parties shall fully comply with the provisions of SDCL 35-4, and all related State Laws and Town Ordinances.

17. **MODIFICATIONS:**

This agreement cannot be modified or changed, unless in writing, signed by the Operator(s) and Board of Trustees of the Town.

18. **PERSONAL NATURE OF RIGHTS GRANTED:**

All rights granted hereunder are to be regarded as personal rights granted to the Operator. The release of any of the Operator signatories shall constitute termination of this agreement.

19. **INTEGRATION:**

This agreement constitutes the entire agreement between the parties and there are no agreements, oral or otherwise, other than those contained herein.

20. **RELEASE OF LIABILITY AND INDEMNIFICATION:**

Operator acknowledges that this agreement does not create a relationship of any kind between the Operator and Town other than Town authorizes Operator to possess a valid license for the sale of alcoholic beverages. Operator shall indemnify, defend and hold Town harmless from and reimburse Town with respect to, any and all losses, damages, liabilities, claims, judgments, costs and expenses (including attorney's fees and costs) of any nature whatsoever Town shall suffer as a result of Operator's breach of any representation, warranty, covenant or agreement contained herein or as a result of Operator's operation of Operator's above-listed place of business.

21. **CAPTIONS:**

The paragraph captions contained in this agreement are not intended to either broaden or limit the interpretation of this agreement.

TOWN BOARD APPROVAL DATE: _____

OPERATOR(S):

By: [Signature] DATE: 10/30/24
Owner

By: [Signature] DATE: 10/30/24
Owner

ITS: _____ DATE: _____

TOWN OF HERMOSA:

[Signature] DATE: 11/5/2024
~~Linda Kramer~~ Kelburn Koontz
Town Board President
Vice

ATTEST:

[Signature] DATE: 11/5/24
Terri Cornelison
Finance Officer

Town of Hermosa

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

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

Email: town@hermosasd.com

TEMPORARY SIGN PERMIT APPLICATION

Name: Nick Breeze PHONE: 761-690-8063
Contact Address: PO Box 550 Hermosa SD 57744
Email: hermosa community center@gmail.com

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

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

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

LOCATION INFORMATION

Sign #1

Property Owner of Sign Location: ~~corner~~ Southeast corner of Highway 73+40

Address of Sign Location: _____

Type, Material, & Size of Sign: _____

Other Information: _____

Sign #2

Property Owner of Sign Location: alleyway next to HCC

Address of Sign Location: 122 Wilas St. unfinished alleyway

Type, Material, & Size of Sign: Banner

Other Information: _____

Sign #3

Property Owner of Sign Location: _____

Address of Sign Location: _____

Type, Material, & Size of Sign: _____

Other Information: _____

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

SIGNATURE OF APPLICANT: [Signature] DATE: 6-27-2024

PLANNING COMMISSION

☒ Approved ☐ Denied

NAME: Gill Dybvig

TITLE: _____

SIGNATURE: [Signature]

DATE: 6/27/2024

Parcel #

9182

FOR OFFICE USE

Town of Hermosa



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

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

E-mail twnhrmsa@custercountysd.com

September 23, 2025

TW Saloon LLC
25396 S Highway 79
Hermosa SD 57744

Re: 90-Day Notice of Termination of Operating Agreement for Retail On-Sale Liquor License

Dear Moritz & Andrea,

This letter serves as formal written notification of the termination of our Operating Agreement, dated 10/30/2024, regarding the liquor license for the business located at 122 Vilas Street, Hermosa, SD 57744.

In accordance with the terms of our agreement, this letter provides the required ninety (90) days' notice. The effective date of termination will be December 22, 2025.

Please contact Terri Cornelison at (605) 255-4291 or terri@hermosasd.com to coordinate the final details for the cancellation. We anticipate full cooperation to ensure all local and state regulations concerning the liquor license are followed throughout this process.

Sincerely,

A handwritten signature in cursive script that reads "Terri Cornelison".

Terri Cornelison
Finance Officer

Enc.

16A

**TOWN OF HERMOSA
ORDINANCE 2.078**

AN ORDINANCE APPROPRIATING FUNDS FOR THE FISCAL YEAR 2026

SECTION ONE:

Be it ordained by the Town of Hermosa that the following sums are appropriated to meet the financial needs of the municipality for the fiscal year 2026.

REVENUE	General	Water	Sewer	Debt Service	BBB Funds	
<u>General Government</u>						
Sales Tax	\$279,389.00				\$18,000.00	Increase +231
Property Tax	\$78,000.00					Increase +3000
Other Misc. Tax	\$150.00					
Licenses	\$3,000.00					
Permits	\$2,500.00					
State Shared	\$5,000.00					
County Shared	\$12,500.00					
Animal License	\$500.00					
Interest, Misc, Donations	\$15,000.00					
Rentals	\$2,400.00					
Liquor Operating	\$26,000.00					
Garbage Collection	\$56,000.00					
<u>Water Department</u>						
Permits						
Operating Revenue		\$211,500.00				
Surcharge Revenue		\$4,600.00				
Misc. Revenue		\$22,000.00				
Transfer In						
<u>Sewer Department</u>						
Permits						
Operating Revenue			\$149,974.00			
Surcharge Revenue			\$93,392.00			
Misc. Revenue			8000			
Grants/Loans			350000			
Transfer In						
<u>Debt Service</u>						
Tax Increment Financing District:						
Property Tax				\$18,000.00		
Penalty/Int/Other Taxes						
Unassigned Fund Balance						
	\$480,439.00	\$238,100.00	\$601,366.00	\$18,000.00	\$18,000.00	\$1,355,905.00

SECTION TWO:

The following designates the fund or funds to which the money derived from the following sources is applied.

EXPENDITURES	General	Water	Sewer	Debt Service	BBB Funds	
<u>General Government</u>						
Town Board	\$36,900.00					Increase +3231
Election Board	\$3,320.00					
Planning & Zoning	\$20,000.00					
Finance Office/Administration	\$151,707.00					

Street Department	\$78,951.00					
Garbage Collection	\$61,500.00					
<u>Public Safety</u>						
Law Enforcement	\$74,302.00					
<u>Professional Fees</u>						
Attorney	\$24,000.00					
Engineer	\$25,000.00					
Building Inspector	\$0.00					
Govt Buildings	\$4,759.00					
Transfer Out						
<u>Misc. Expenses</u>						
Charitable Donations						
Capital Outlay Expense – land						
Transfer Out						
<u>Water Department</u>						
Water Expenses	\$238,100.00					
Capital Improvement Expenses						
Transfer Out						
<u>Sewer Department</u>						
Sewer Expenses	\$601,366.00					
Capital Improvement Expenses						
Transfer Out						
<u>Debt Service</u>						
Hermosa Administration Expense	\$	18,000.00				
Capital Improvement Expenses						
<u>Debt Retirement Fund</u>						
Rural Development Water Project						
SRF Loan						
TIF Water/Sewer Loans						
Rural Development DOT Main St.						
Lagoon Land Purchase						
<u>Reserves</u>						
Reserves for Issued Debt						
Contingency Funds / Reinvest						
<u>FEMA Fund</u>						
Fema Expenses						
<u>Gross Receipts</u>						
Promotional Expenses					\$18,000.00	
	\$480,439.00	\$238,100.00	\$601,366.00	\$18,000.00	\$18,000.00	\$1,355,905.00

SECTION THREE:

That there is hereby levied upon all taxable property within the Town of Hermosa, for the fiscal year 2025, a tax sufficient to raise the following funds, to-wit:

For the General Fund	\$78,000.00
Total Levy	\$78,000.00

SECTION FOUR:

The Town Finance Officer is hereby authorized and directed to certify said tax levy to the Custer County Auditor of Custer County, State of South Dakota, to the end that the same may be spread and assessed as provided by law.

Dated this 9th day of September 2025.

TOWN OF HERMOSA

Kelburn Koontz, Town Board President

ATTEST:

Terri Cornelison, Finance Officer

(SEAL)

First Reading: September 9, 2025

Second Reading: September 23, 2025

Publication: Octobere 1, 2025

Published once at the approximate cost of _____.

Vote:

Koontz -

Kramer -

Ferguson -

Harris -

Serviss -

**TOWN OF HERMOSA
BOARD PRESIDENT
DUTIES****

16C

Executive and administrative duties:

- ▶ The Board President is responsible for the administrative functions of the town and supervising municipal employees and departments.
- ▶ Enforcing local laws: Ensures that town ordinances are faithfully executed and obeyed by residents and officials.
- ▶ Supervising administration: Oversees the daily operations of the town and all departments.
- ▶ Managing town employees: Holds responsibility for appointing, supervising, and potentially removing subordinate officers and department heads, though this may require board approval.
- ▶ Signing official documents: Provides a signature on all official town documents, including ordinances, resolutions, and licenses, that have been approved by the board.

Legislative and fiduciary duties:

- ▶ As a member of the legislative body, the Board President must ensure the board acts in the best financial and legal interest of the town.
- ▶ Presiding over meetings: Calls the board into session, leads meetings, maintains order, and rules on procedural questions.
- ▶ Setting the agenda: Works with other officials to plan meetings and determine agenda priorities for the board.
- ▶ Voting on measures: Acts as a voting member of the board. Unlike a mayor in a "strong mayor" system, a village or town president shares executive power with the rest of the board and votes on all matters, not just to break ties.
- ▶ Leading strategic planning: Works with the board and staff to develop and implement long-range plans and worthy educational objectives.
- ▶ Ensuring financial oversight: Monitors the organization's financial health, assists with budgeting, and safeguards the town's assets from risk.
- ▶ Community and public relations duties
- ▶ The Board President often serves as the face of the town and the primary point of contact for the public.
- ▶ Acting as spokesperson: Represents the town in official statements to the public, media, and other governmental entities.
- ▶ Facilitating communication: Serves as the main liaison between the board and constituents, often hosting listening sessions or responding to community concerns.
- ▶ Building consensus: Guides discussion during meetings to foster participation, ensures that all viewpoints are heard, and respects minority opinions.

Commentary:

How the role differs from a mayor - The distinction between a third-class town Board President and a mayor is key to understanding the role. Shared vs. individual power: A Board President shares both executive and legislative authority with the rest of the board. By contrast, a "strong" mayor acts as the chief executive officer with more individual power and veto authority. Voting authority: In many systems, a mayor only votes to break a tie, while a Board President is a voting member of the board on all matters. Checks and balances: The Board President's role is balanced by the rest of the board, which can weigh in on financial and material decisions. The president is the point person but not the sole authority.