

**HERMOSA TOWN BOARD  
TUESDAY, FEBRUARY 6, 2024  
REGULAR MEETING @ 6.00pm**

- 1) **ROLL CALL:**
  - A. BOT Roll Call: Ferguson, Henrichsen, Holsworth, Kramer, Styles
  - B. Acknowledgement of other Attendees
  - C. Pledge of Allegiance to be led by Styles
  
- 2) **CALL FOR CHANGES:**
  - A. Review of current agenda items
  - B. Motion to accept the agenda as presented/amended
  
- 3) **SPECIAL ITEMS:**
  - A. Meeting Protocol
  - B. Adopt a special rule of order
  - C. Vote to suspend Trustee Holsworth for being disrespectful and calling a board member a name
  
- 4) **CONSENT CALENDAR :**
  - A. Approval to amend February 15, 2022, BOT minutes as presented
  - B. Approval of the January 23, 2024, Regular meeting minutes and January 26, 2024, Special meeting minutes
  
- 5) **CONFLICT OF INTEREST DECLARATION:**
  
- 6) **PLANNING & ZONING:**
  - A. Permit 2024-01 – Plat Application - 14272 Brandon Ct. – Parcels 011873 & 011886 – Re-plat 2 parcels into one
  - B. Permit 2024-02 – Floodplain Dev. Permit App.– Park Tract 2 - Pending Staff Report from Claycomb Engineering
  - C. Permit 2024-03 – Demolition Permit Application – 220 Folsom St. – Parcel 009258
  - D. Permit 2024-04 – Digging/Grading, Water Connection/Wastewater Connection/Work of Right Away–Parcel 009210– Future Home Construction.
  
- 7) **CLAIMS:**
  - A. Review payroll and claims
  - B. Motion to approve the claims as presented/amended
  
- 8) **LAW ENFORCEMENT/ ABATEMENTS/COMPLAINTS:**
  - A. Marshal's Report
  - B. Custer County Log
  - C. Abatements
    - Approval to abate property (Prairie Dogs)
    - Complaint on feral cats
    - Properties, Dumpster
  
- 9) **LEGAL:**
  - A. Engineer expense reimbursement
  - B. Legal action, 120 2<sup>nd</sup> St., Ordinance violation
  - C. ACES Engineering, file complaint with SDBTP on lagoon and WRT projects
  - D. Approval to send letter to ACES regarding current Statement
  - E. Contract with Preston's
  
- 10) **ENGINEER:**
  - A. Approval for KLJ Engineering to develop task orders; Deadline TBD
    1. Lagoon bidding and construction management
    2. Engineering staff reports/office support
    3. Feasibility study for tying into SBHW to submit to SDDANR funding/grants
    4. Feasibility study for placing water, and sewer along Whitney Street from east of the railroad to Highway 79 to submit to SDDANR for funding/grants
    5. Highway 79 sewer repair bidding and construction management
  - B. Comprehensive Plan proposal review
  - C. Approval for Claycomb Engineering to perform floodplain permit requirements for the water/sewer expansion project

- 11) **PUBLIC WORKS:**
- A. Committee Report
  - B. Streets, Street Light Repairs, Water & Sewer Department Updates  
Trustee report on town lighting needs
  - C. Bolted Tank Interior Floor Reseal
  - D. Open Work Orders (Attached)
  - E. PACE Contract
- 12) **FINANCE OFFICE:**
- A. Monthly financials
  - B. Department updates
  - C. Grant research
  - D. Tracking Items (Attached)
- 13) **OLD BUSINESS:**
- A. Annexation: Voluntary Annexation
  - B. Hermosa Connects
  - C. SBHW presentation – pending – Mid to late November
  - D. Andersen Engineers  
Survey; Locate 9 Corners
  - E. Town office camera system investigation
  - F. Requirement drainage on Lone Coyote Development and Carriage Hills
- 14) **NEW BUSINESS:**
- A. 2nd Reading:  
Chapter 52, Garbage and Refuse
  - B. Metering and Technology Solutions  
Beacon meters (electronic meters)
  - C. West River Coalition  
Cat care group
- 15) **ITEMS FROM CITIZENS:** No action will be taken by the board on any issue related without being first placed on a future agenda, by the board, to allow for proper notice. (Reserved time for public comment is 15 minutes). Meetings of the Board of Trustees are open to the public. The audience will be allowed to comment on specific agenda items during the time allotted on the agenda for those items, according to established procedures of the Board. This is a time for members of the public (citizens, business owners, and those living within one mile of the town limits) to express concerns or discuss issues having relevance to the town. Anyone wishing to address the Town Board during this time shall be asked to stand and identify themselves after being recognized by the Board President.
- 16) **TRUSTEE INPUT:**
- 17) **EXECUTIVE SESSION:**
- A. Motion to enter Executive Session allowable by SDCL 1-25-2.1 – Legal/Personnel/Contract
  - B. Motion to exit out of Executive Session
  - C. Motions resulting from Executive Session
- 18) **ADJOURN:** Motion by \_\_\_\_\_; Second by \_\_\_\_\_ to adjourn the meeting at \_\_\_\_\_ PM.

**HERMOSA TOWN BOARD  
PUBLIC HEARING AND REGULAR MEETING  
TUESDAY, FEBRUARY 15, 2022 @ 6:00pm**



**ROLL CALL:** Holsworth called the meeting to order at 6:00 pm with the following members present: Flug, Holsworth, King, Schumack, & Henrichsen by phone. William Lass, Black Hills Council of Local Governments, Johnson, Berg, Ferguson, and interested citizens also in attendance. Pledge of Allegiance led by Holsworth.

**PUBLIC HEARING:** The Purpose of the Public Hearing is a requirement of the funding applications that were submitted to DANR for the:

**“Sanitary/Storm Sewer Facilities Funding Application” - Wastewater Lagoon Expansion, Gumbo Lily Addition Improvements Project.**

**Need for the Project:** The lagoons need improvement done to the collection treatment. Also, there is an area adjacent to the town that are on septic systems and the plan is to put them on town collection system.

**All Alternatives Evaluated and Costs for Each:** No Action: Is not reasonable for no action. Regionalization: This is not an option as there are no other sewer treatment facilities in the area. Lagoon Expansion Project: Evaluated with cost: \$680,277.00. Sequencing Batch Reactor (SBR) Wastewater Treatment Plant: with cost: \$2,794,143.00. Relocation of the existing treatment facility: with cost of: \$655,000. Gumbo Lily with cost of: \$469,200. All options looked at for possible expansion that the town could evaluate.

The following alternatives selected and proposed for the funding application are: Lagoon Expansion Project, Gumbo Lily would extend the sewer collection system.

**Proposed Financing for the Project:** The funding application submitted to DANR is called a, “Sanitary/Storm Sewer Facilities Funding Application”. DANR may fund these projects from one of two primary sources: the Clean Water State Revolving Loan Fund (or SRF) Program and/or the Consolidated Water Facilities Construction Program. It is also possible the DANR will have extra grant or principal forgiveness available if the department receives additional American Rescue Plan Act funds if the legislature allocates funds in 2022. This has not yet occurred during the legislative session.

**Amount of Loan to be Borrowed for Project:** Total cost of the project is \$1,150,000.00 with \$76,000 local ARPA earmarked for the project. The requested amount to DANR is \$1,074,000.00. The town should always assume the funds will be 100% loan, make plans based on all loan.

**Revenue Source Pledged for Loan Repayment:** Town will use a sewer surcharge. The surcharge will be used to pay off the loan.

**Interest Rate and Term of the Loan:** 2.125% for 30 years.

**Effect of the Proposed Financing on User Rates:** The approximate per-account monthly surcharge resulting from the financing and based on 100% loan plus a 10% debt reserve requirement is (based on approximate information):

\$4,037.18/month debt service + \$403.72/month debt service reserve = \$4,440.90 Total. \$4440.90 divided by 226 accounts = \$19.65/month approximate surcharge.

Holsworth called for Public Comments/Questions.

**“Drinking Water Facilities Funding Application” - New Well, WRT System, and the Gumbo Lily Lane Addition Improvements:**

**Need for the Project:** The town has a well that is inactive and requires treatment due to radium levels.

**All Alternatives Evaluated and Costs for Each:** No Action: Is not reasonable. Blending of the two existing wells: was not feasible or reasonable. Regionalization: Evaluated with cost: \$590,947.50, this is construction side and would also require a purchase of water. Hildebrand Treatment: Evaluated with cost: \$292,793.60 for the cost with ongoing costs for treatment. WRT System: Evaluated with cost:\$526,500.00. Drilling the new Madison Well: Evaluated with cost:\$2,454,410.00. Gumbo Lily Expansion: Evaluated with cost: \$543,480.00. Combined three alternatives together for the funding application: drilling a new well, the WRT System, Gumbo Lily Lane Addition.

**Proposed Financing for the Project:** The funding application submitted to DANR is called a “Drinking Water Facilities Funding Application”. The DANR may fund this application from one of two primary sources: the Drinking Water State Revolving Loan Fund (or SRF) Program, and/or the Consolidated Water Facilities Construction Program. It is also possible the DANR will have extra grant or principal forgiveness available if the department receives additional ARPA (Americana Rescue Plan Act) funds in 2022. Lass provided two sets of figures: the original amount and the new numbers based on the possible \$500,000 ARPA funds obligated by Custer County.

**Revenue Source Pledged for Loan Repayment:** Water Surcharge

**Interest Rate and Term of the Loan:** 1.625% for 30 years

**Effect of the Proposed Financing on User Rates:**

The approximate per-account monthly surcharge resulting from the financing and based on 100% loan plus a 10% debt reserve requirement is:

\$12,378.04/mo. debt service  
\$1,237.81 monthly debt reserve  
\$13,615.85 Total

\$13,615.85 divided by 254 accounts = \$53.61/mo. (approx.)

(Note: The below details reflect revisions based on lower loan amount due to County ARPA)

\$12,378.04/mo. debt service	\$10,622.29
<u>\$1,237.81</u> monthly debt reserve	<u>\$1,062.23</u>
\$13,615.85 Total	\$11,684.52

\$11,684.52 divided by 254 accounts = \$46.00/mo. (approx.)

Holsworth called for Public Comments/Questions. Motion made and seconded to conclude the Public Hearing and enter into Regular Session at 6:47 p.m., vote; all ayes, motion carried.

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

**CONSENT CALENDAR:** Motion made and seconded to approve the February 1, 2022, regular meeting minutes; vote; Flug, aye; Holsworth, aye; King, aye; Schumack, aye; Henrichsen, abstained; motion carried.

**CLAIMS:** discussed following New Business.

**LAW ENFORCEMENT/ ABATEMENTS/COMPLAINTS:** The town is waiting for the law enforcement radios to arrive.

**LEGAL:** Johnson reported Pennington County Commissioners were meeting the same day as the Hermosa board meeting and the Extraterritorial Agreement was on their agenda for review. He will report at the next meeting.

**ENGINEER:** Water Rehab Project (WRT System): pending due to awaiting water test results. N Second Street Box Replacement Guard Rail, pending. Lone Coyote Subdivision (Preston Sub) Preliminary Plat Application: Berg has received new plans from developer's engineer and will have report prepared to discuss at February 22, 2022, P&Z meeting. Hermosa Sidewalk Project: DOT informed the board the engineer's estimate came in substantially higher than what was originally estimated. Berg will contact DOT to discuss possible solutions. Sewer Project (Lagoon expansion) – no updates. Town of Hermosa Water and Sewer Extension Project, Change Order 1 – the project will require a reroute due to the Dollar General project. Water/Sewer Facility Plans: submitted for DANR review. The funding boards will meet April 12-13, 2022, in Pierre, item pending. Hermosa Hills Drainage – no update. Elmer Claycomb/Dollar General – the town has not received a response from Mr. Claycomb; item to be removed from agenda. Whitney Street Drainage: FMG Engineering conducted their own water sampling from multiple locations in town to attempt to understand the source of the water that is surfacing in areas of Hermosa. Their report indicates the source likely is municipal drinking water. Technicians from the SD Association of Rural Water Systems had also conducted leak detention tests throughout the town on February 8-10; their report indicates no leaks were found in any areas throughout Hermosa. As there is a need for this issue to be resolved quickly, Berg will schedule a meeting with town officials and FMG to discuss the discrepancy between the two reports to discuss resolving this problem. The citizen whose property this is affecting attended the board meeting and requested a solution be made as soon as possible.

**PLANNING & ZONING:** P&Z February 8, 2022, minutes; no action. Permit 2021-36; Lone Coyote Subdivision; pending Review ADU ordinance; pending. Permit 2022-01; Informational Permit-Parcel 9339; Proposed Towing Recovery and Used Car Lot, pending. Citizen has withdrawn the towing recovery portion of the project and will focus only on a Used Car Lot. Hermosa Ordinance 30 – Proposed updates (Under New Business). Permit 2022-02; Subdivision Plat Application- G&G Development- Walnut Grove Park, pending. Review of Chapter 117 to Regulate and License Transient Merchants (Under New Business). 1-mile Extraterritorial Area Policy Agreement (Under New Business).

**PUBLIC WORKS:** No reports under streets. New streetlights have finally arrived; East Main light is out and needs to be changed. The new main water meter has arrived and Ferguson will be working on getting it installed. Ferguson to install the motor in the booster. Ferguson reported he is monitoring the lagoon and it is holding containment. The town will proceed with hiring company to camera and jet the town's lines and we will then be able to review the condition of the infrastructure.

**FINANCE OFFICE:** Boddicker submitted a proposal from Independent Audit Services, PC, to perform the 2021 town audit. Monthly Financials, pending accountant. Motion made and seconded to contract with Mandy Morris to assist Boddicker with a 2021 accounting issue; vote; all ayes, motion carried. Boddicker requested the gWorks discussion, the software company being researched for utility billing and fund accounting, be tabled to March 1, 2022, meeting. Boddicker to send the request for bids to Sander Sanitation, Kiefer Sanitation and the Chronicle for bids on collection and disposal of refuse of solid waste. Motion made and seconded to approve Boddicker to sign the SDPAA Liability Coverage contract; vote; all ayes, motion carried.

**OLD BUSINESS:** Annexation: Gumbo Lilly, Fairgrounds Place: ACES will have the study prepared to be submitted to P&Z on February 22. Town Sign, pending. Berg will request a variance from the DOT to put the sign in the ROW (the law stipulates no advertisement in the ROW). Motion made and seconded to remove Dollar General Malt Beverage/Wine License and Elmer Claycomb/Dollar General from the agenda; vote; all ayes, motion carried. ADU Zoning Ordinance, pending. Town Office: Deck Staining, pending. Library: Deck Staining, Mud Jacking, pending. Casey Peterson Hermosa Audit Engagement Letter: motion made and seconded to not sign the letter of intent with Casey Peterson for their audit services; vote; all ayes, motion carried. Independent Audit Services, PC: motion made and seconded to enter into contract with Independent Audit Services for the preparation of the 2021 audit; vote; all ayes, motion carried. Motion made and seconded to remove audit discussions from the agenda; vote; all ayes, motion carried. 2022 South Dakota Legislature: there are no present bills that we need to act on. Custer County Extra-territorial Agreement. Berg reported she and Holsworth met with the county commissioners, their attorney and Custer County Planning Director, Kester, to discuss processes. All reviewed the Agreement and made no changes; no action.

**NEW BUSINESS:** 1<sup>st</sup> Reading Hermosa Ordinance: 30.01, 1<sup>st</sup> Reading Hermosa Ordinance: 30.05, 1<sup>st</sup> Reading Hermosa Ordinance: 30.06, 1<sup>st</sup> Reading Hermosa Ordinance: 30.07. Food Pantry: motion made and seconded to approve the Food Pantry to move into the lower-level of the town office beginning April 1, 2022, upon the execution of a lease at a fee of one dollar a month, vote; all ayes, motion carried. Motion made and seconded to remove Food Pantry from the agenda; vote; all ayes, motion carried. Meeting recordings: motion made and seconded to publish the next two recordings of the town regular board meetings on the Hermosa website; vote; all ayes, motion carried. Special meetings may be added as well. 2<sup>nd</sup> Reading Ordinance: Chapter 117, Transient Merchants or leave Ordinance 113 in place with current fee schedule: no action on 2<sup>nd</sup> Reading on Chapter 117. P&Z recommended there is more detail in the original in Ordinance 113. They were not in favor of 117 and proposed Chapter 117 not be read for 2<sup>nd</sup> Reading. Motion made and seconded to remove, "Meeting recordings and 2<sup>nd</sup> Reading Ordinance: Chapter 117, Transient Merchants or leave Ordinance 113 in place with current fee schedule" from agenda; vote; all ayes, motion carried. Reimbursement for sewer bill on city main: motion made and seconded to reimburse Schumack for the costs she incurred due to a city sewer line blockage issue; vote; Flug, aye; Henrichsen, aye; Holsworth, aye; King, aye; Schumack, abstained; motion carried. Approval of rock and leveling on Nickel's Road: motion made and seconded to approve the purchase of two loads of rock and leveling on Nickel's Road; vote; all ayes, motion carried. Approval of rock between 3<sup>rd</sup> & 4<sup>th</sup> Streets: motion made and seconded to approve; vote; all ayes, motion carried. Approval of paying redemption of tax lien: motion made and seconded to approve paying the redemption of the tax lien; vote; all ayes, motion carried. Renewal of 250 Main Street Lease Agreement: motion made and seconded to continue the lease on 250 Main Street with Westergard, to leave the rent at \$350.00, with the ability to house one or both of the law enforcement vehicles, all other conditions remain the same; vote; all ayes, motion carried.

CLAIMS: Motion made and seconded to approve the claims; vote; all ayes, motion carried. ACES, Facility Plans, \$22,983.50; Current Electric, Replace ballast in ceiling fixture with new \$96.90; Custer Co. Treasurer's Office, Tax lien redemption, \$2,816.77; Golden West, Monthly charges, \$563.50; Johnson Law Office, January 2022 services, \$1,768.00; Metering & Technology Solutions, Meters, \$1,223.37; Metering & Technology Solutions, Bare meter, gaskets, nuts, \$1,297.92; Miller Construction LLC, Haul 3 loads 1" clean rock and spread, \$918.00; Office Depot, Inc, Supplies, \$147.98; Payment Service Network, Monthly services 1/1/2022-1/31/2022, \$130.65; Pioneer Bank & Trust, Office supplies, \$246.49; R.C.S. Construction, Water/Sewer extension, Pay App #1, \$301,260.52; Rapid Rooter, Inspection of PVC storm drain for infiltration, \$520.00; Riteway Business Forms, Inspection forms, \$246.67; Rural Development #1 Monthly charges, \$417.00; Rural Development #2, Monthly charges, \$222.00; Rural Development #3, Monthly charges, \$1,278.00; Sander Sanitation Service, Monthly charges, \$2,846.25; Schumack, Terri, Reimbursement for root issue which were in the city main, \$181.05; Southern Hills Publishing, Inc, January 2022 charges, \$356.15; US Bank, DWSRF, \$1,493.23; Whiting Hagg & Dorsey, LLP, Attorney services, \$5,726.90; Payroll related: Finance, \$2,861.78; Gail Boddicker, Health insurance stipend, \$200.00; EFTPS, 941 payroll tax deposit, \$673.34; TOTAL: \$350,475.97.

**ITEMS FROM CITIZENS:** None

**EXECUTIVE SESSION:** Motion made and seconded to enter executive session at 8:37 pm allowable by SDCL 1-25-2 contract; vote; all ayes, motion carried. Motion made and seconded to exit executive session at 9:21pm; vote; all ayes; motion carried. Motions made in executive session: motion made and seconded to allow board president to sign the Perpetual Utility Easement with Heartland Storage LLC; vote; 4 ayes; 1 nay; motion carried. Motion made and seconded to allow the amendment to the federal lawsuit to be filed; vote; 4 ayes; 1 nay; motion carried.

**TRUSTEE INPUT:** Trustee Flug reported this is his last meeting as he is moving from town; Requested Flug to send a written letter of resignation. Schumack and King: thanks to Flug for his support, he will be missed. Henrichsen: thanks to the board for their support while she was hospitalized, Flug will be missed. Holsworth: thanks to Flug for his expertise, his volunteerism service; he will be greatly missed.

**ADJOURN:** Motion by Holsworth, second by King to adjourn the regular meeting at 9:30 pm.

Hermosa Public Hearing and Regular Meeting  
February 15, 2022

Addendum to the February 15, 2022, minutes by recording

**“Sanitary/Storm Sewer Facilities Funding Application” - Wastewater Lagoon Expansion, Gumbo Lily Addition Improvements Project.**

Citizen: I am wondering with the cost estimate for the lagoon expansion, is that based on 100% engineering design or is that still just an estimate based on 60% design or 80% design.

Engineer: The design for the lagoon expansion has not been completed so it is not based on construction estimate or 100% construction plans, but it is probably based on estimated design concept to get as close as we can get before getting into the design.

Citizen: So, in that regard then, what is the capacity in terms of sewer hookups. I don't understand how you can do a cost estimate based on 60% design, which means that you don't even know your size?

Engineer: It was based on the area available to do a lagoon expansion and also to serve the existing community and the proposed expansion around the area.

Citizen: And, that is how many hookups?

President: At present we have approximately 300 users and we are figuring on doubling that capacity and that's where the ratio basically came from. Plus, we are taking two of the cells and combining them into one big cell so we are actually going to have three big cells. The third cell will be twice as big as the one we presently have. So, the volume and area was designed for that.

Citizen: Is that new design based on still doing the land application. I am curious why you want to eliminate septic tanks only to take it to the lagoon and then put it back on the surface.

President: The treatment side, you still have to test everything before it can be land applied.

Citizen: My question was not answered.

President: well, it is when DANR is wanting the septic tanks to be eliminated all throughout the community. For you out of towners that aren't in town, there is a difference in that ability where you have those abilities for the intown municipal residents that is what they want to achieve and their ultimate goal.

**“Drinking Water Facilities Funding Application” - New Well, WRT System, and the Gumbo Lily Lane Addition Improvements:**

The following comments are taken from the February 15, 2022, Public Hearing (from recording) regarding the New Well, WRT and Gumbo Lily Addition Improvements projects:

Citizen: Asked for clarification on the amount of the surcharge.

President explained it would be \$65.00 surcharge. In-town citizens would be paying \$103.00 with the current \$30.00 if it's all loan. Normally, we have received loan/grant.

Question about citizens who would not be able to afford this? Pres: we are looking at this effort as we looked at SBHW regionalization. If we go with them, it will be \$85.00 plus the \$30, plus an increase each year. If they hit radium, the citizens will be paying for that as well. We are trying to keep it at a minimum

but regionalization is the other option. The board may not accept the offer if the funds come in all loan. We will have to downsize and go a different route. We have to prepare for future development. If we go to regionalization, we will still need public works, treatment, take care of the well houses, etc., still have that cost, plus the debts we already have. Discussion of what the regionalization would cost. We backed off of regionalization to try to keep the cost down and keep it in house. We did raise the water rates so that we adhere to the state standard rates. We are hoping to get a good package with loan forgiveness. This is the first round of funding and the first shot at the new allocation of funds. If the packages come in too high, we will have to review the effort. The minimum of what we need to do is the WRT. If one of the wells go down, we must have a backup. We can sustain where we're at. This is the first step to see where we can go. We looked at the Madison Well, but it is roughly 2 to 2.5 miles to hit the Madison formation. The statistics of Madison, we know we could be in the range of 300 gallon production. With that, we would put up a tower, treatment center, and be able to gravity feed. We've streamlined this package to make it work. Trustee: with the Madison Well, this could also lighten the load on our other two wells. If we have problems with any of the wells, we have the alternative to isolate those and still have adequate volume for the town. President: the WRT is sized for both wells. This system could handle radium levels if needed. The filters need to be changed at a cost of \$25,000, a fund would be set aside for those. We are very thankful for the Custer County Commissioners for the \$500,00 from them for the WRT project. Citizen: the surcharge is based on the current users, so there is no accounting for expansion, increasing on the financial side. President: DANR will not allow expansion for development until the development physically has the homes. They will not count expansion. Citizen: will the surcharge change if the number of users increases? Trustee: Yes.

**HERMOSA TOWN BOARD  
TUESDAY, JANUARY 23, 2024  
REGULAR MEETING @ 6:00pm**

ROLL CALL: Styles called the meeting to order on Tuesday, January 23, 2024, at 6:00 pm with the following members present: Ferguson, Henrichsen, Holsworth and Kramer. Attorney Johnson absent. Interested citizens also present. A special thanks to the public members, Chuck the public works contractor, and Gail the town Finance Officer. Pledge of Allegiance led by Styles.

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

**CONSENT CALENDAR:**

Motion made and seconded to approve the January 9, 2024, regular meeting minutes as amended; discussion. Specific board meeting trustee input will not be published in the minutes.

The following January 9, 2024 minutes stated the following: *Motion made and seconded to enter Executive Session allowable by SDCL 1-25-2.1 – Legal/Personnel/Contract at 7:44 pm; vote: all ayes, motion carried. No motions made in executive session. Motion made and seconded to exit executive session at 8:50 pm; vote: all ayes, motion carried. Motion made and seconded to adjourn at 8:52 pm; vote: all ayes, motion carried.*

*Amend the January 9, 2024, minutes to: Motion made and seconded to enter Executive Session allowable by SDCL 1-25-2.1 – Legal/Personnel/Contract at 7:44 pm; vote: all ayes, motion carried. No motions made coming out of executive session. Motion made and seconded to exit executive session at 8:50 pm; vote: three ayes, two absent, motion carried. Motion made and seconded to adjourn at 8:52 pm; vote: three ayes, two absent, motion carried.* The minutes should also reflect Kramer and Holsworth departed the meeting at 8:17 pm. Holsworth pointed out that the recording of the minutes on the website did not include the portion of the meeting following the adjournment of the executive session; finance officer to ensure it is on the website.

Amend the January 12, 2024, special meeting minutes to reflect the meeting was called to order at 9:08 am.

Vote on approving the amended January 9, 2024 and January 12, 2024, minutes; vote all ayes, motion carried.

**CONFLICT OF INTEREST DECLARATION:**

All board members are responsible to refrain from discussion and voting on issues they have a conflict of interest with.

**Planning and Zoning:**

No permit issued/approved since the last meeting.

**CLAIMS:** Motion made and seconded to approve Payroll and Claims as amended; vote: all ayes, motion carried.

A & B Business Solutions, Monthly printer/Fax fee, \$581.81; Black Hills Electric Coop. Inc., Utilities - December 2023, \$2,374.94; Federal Emergency Management Agency, CLOMR, \$8,250.00; Ferguson, Chuck, Boat dock fabrication, snow removal, Inspection, De Icer, \$2,097.58; Hawkins, Aqua Hawke, Sodium Hypochlorite, Freight, \$742.34; Mid Continent, Water testing 4th quarter 2023, \$752.75; Pro-Tech Computers Services, Inc., Connect computers to network, move documents, SimpleCity, \$597.38; Slade Heeb, Reimbursement for Marshal badges (3), \$414.02; South Dakota 811, Message fees October - December 2023, Voice Out, \$108.57; SD Dept. of Revenue, Sales tax Nov/Dec 2023, \$562.77; SD Dept of Transportation, Share of costs - Sidewalk, \$59,022.96; Payable Total: **\$75,505.12**. Payroll related: Financial administration, \$2,669.48, Water, \$240.80, Sewer, \$144.46, Promoting City/ BBB, \$48.11, EFTPS-Electronic Federal Tax, FED/FICA TAX, \$878.40. Total Payroll Related Paid: **\$3,981.25**. REPORT TOTAL: **\$ 79,486.37**. GENERAL: \$66,224.01, BBB GROSS RECEIPTS TAX: \$ 62.44, WATER: \$2,613.36, SEWER: \$10,586.56, Total **\$79,486.37**.

**LAW ENFORCEMENT/ABATEMENTS/COMPLAINTS:** The town marshal position is open and advertisement has been published. Motion made and seconded to approve to abate the prairie dogs at the outdoor theater at a cost of \$700 and invoice the owners; if no payment is received from owner, the town will place lien on the property; vote; four ayes, one nay, motion carried.

**LEGAL:** No report.

**ENGINEER:** Hermosa Sidewalk Project: final bill presented and approved in January 23, 2024, claims.

Approval for KLJ Engineering to develop task orders; Deadline TBD.

1. Lagoon bidding and construction management, pending.
2. Engineering staff reports/office support, no new requests.
3. Feasibility study for tying into SBHW to submit to SDDANR funding/grants, pending.
4. Feasibility study for placing water, and sewer along Whitney Street from east of the railroad to Highway 79 to submit to SDDANR for funding/grants, pending.
5. Highway 79 sewer repair bidding and construction management, pending.

Request for KLJ to prepare a cost estimate and draft task order to update the Comprehensive Plan, action: requested KLJ to proceed.

Motion made and seconded to remove, "Hermosa Sidewalk Project, pending final bill from SD DOT, Town of Hermosa Water and Sewer Extension Project, and Request for KLJ to prepare a cost estimate and draft task order to update the Comprehensive Plan, from the agenda; vote all ayes, motion carried.

**PUBLIC WORKS:** Ferguson provided updates streets – will be patching pothole on Ferguson. Streetlights – ordered and soon to be shipped. Water: 1% loss. The town is compliant with the RADS and quarterly reports are not due until 2026. Sewer: thanks to Ferguson for the ramp at the lagoon. Cable that anchored the Pond Doctor broke and is now repaired. Bolted Tank Reseal – no action. Open Work Orders: Discussion on Manning Street sewer leak; homeowner is responsible for the repair/expenses.

**FINANCE OFFICE:** Boddicker provided year end revenue and expense reports; no action. Department updates: HB1010 was withdrawn, W2s and 1099s have been completed; transmittal is due. Grant research, no action. Tracking Items, no action.

**OLD BUSINESS:** Annexation: Voluntary Annexation, pending. Hermosa Connects: Business Mixer held earlier in the month was a successful event. SBHW presentation, pending. Mid to late November. Andersen Engineers, Survey; Locate 9 Corners, pending. Town office camera system investigation, pending. Requirement drainage on Lone Coyote Development and Carriage Hills, pending.

**NEW BUSINESS:** Equipment for doing locates: Ferguson will purchase locate equipment at his cost. Motion made and seconded for the BOT members who wish to attend the Legislative Day at the Capitol, to attend at their own expense; discussion. Vote; all ayes, motion carried. Motion made and seconded to approve to continue the Volunteer of the Year award for 2024; vote; all ayes, motion carried. Motion made and seconded to approve Ferguson's contracts (Agreement for Performance of Services of Building Inspector and Agreement for Performance of Services of Public Works and Town Maintenance), discussion. Vote: four ayes, one abstained, motion carried. 1<sup>st</sup> Reading: Chapter 52 Garbage and Refuse; no action. Motion made and seconded to send letter to citizens regarding residential dumpster is in violation of the town's ordinance. Vote: four ayes, one abstained, motion carried. Motion made and seconded to remove the following items from the agenda: Equipment for doing locates, Legislative and Municipal Day at the Legislature, Volunteer of the Year Award, Ferguson contract renewal for final approval, 1<sup>st</sup> Reading: Chapter 52, Garbage and Refuse, 120 2<sup>nd</sup> Street, Dumpster; vote: all ayes, motion carried.

**ITEMS FROM CITIZENS:** None.

**TRUSTEE INPUT:** Trustees had input.

**EXECUTIVE SESSION:**

Motion made and seconded to enter Executive Session allowable by SDCL 1-25-2.1 – Legal/Personnel/Contract at 7:12 pm; vote: all ayes, motion carried. Motion made and seconded to exit executive session at 7:59 pm; vote: all ayes, motion carried. Motion made and seconded to not accept Southern Black Hills Water proposal to provide water in Hermosa; vote; all ayes, motion carried. Motion made and seconded to approve the board president to meet with Custer County Commissioners to discuss if there is opportunity for flexibility with the ARPA funds; vote; four ayes, one nay; motion carried. Motion made and seconded to adjourn at 8:02 pm; vote: all ayes, motion carried.

**HERMOSA TOWN BOARD  
FRIDAY, JANUARY 26, 2024  
SPECIAL MEETING @ 9:00am**

ROLL CALL: Styles called the meeting to order on Friday, January 26, 2024, at 9:02 a.m. with the following members present: Ferguson, Holsworth, Kramer and Styles. Henrichsen absent. Pledge of Allegiance led by Jerald Styles.

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

SPECIAL ITEMS: Motion made and seconded to approve the Hermosa BOT president to send letter to SD DANR Secretary Roberts to request a meeting with SD DANR technical staff to negotiate compliance dates on the Settlement Agreement; discussion. Vote; all ayes, motion carried.

CONFLICT OF INTEREST: None

ITEMS FROM CITIZENS: Citizen had input.

TRUSTEE INPUT: Trustees had input

ADJOURN: Motion made, seconded, to adjourn the meeting at 9:18; vote: all ayes, motion carried.

ATTEST:

Gail Boddicker, Finance Officer

Jerry Styles, Town Board President

Published once at the approximate cost of \_\_\_

# Town of Hermosa

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

Phone (605) 255-4291 • Fax (605) 255-4094, Email: town@hermosasd.com

## SUBDIVISION PLAT APPLICATION

Sketch Plan \_\_\_\_\_ Preliminary Plan X Final Plat X

Date: 1/7/24

Permit # 2024-01

Is any property in the Flood Plain? NO Yes \_\_\_\_\_ \*\*IF YES-YOU WILL NEED A FLOODPLAIN DEVELOPMENT PERMIT\*\*

Receipt # _____	Cash _____	Check # <u>2197</u>	Amount <u>75<sup>00</sup></u> (\$75.00)
-----------------	------------	---------------------	---

**Applicant:**  
 Name: Gregory & Tanya Cooper  
 Address: 142 1/2 Brandon Ct  
 City, State, Zip: Hermosa SD 57744  
 Phone & Email: 605-593-1270  
 Sign & Date: [Signature] 1/7/24

**Other Owners:**  
 Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City, State, Zip: \_\_\_\_\_  
 Phone & Email: \_\_\_\_\_  
 Sign & Date: \_\_\_\_\_

**Agent:**

Cooper - g@hotmail.com

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City, State, Zip: \_\_\_\_\_  
 Phone & Email: \_\_\_\_\_  
 Sign & Date: \_\_\_\_\_

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City, State, Zip: \_\_\_\_\_  
 Phone & Email: \_\_\_\_\_  
 Sign & Date: \_\_\_\_\_

**Surveyor/Engineer:**

Name: Markin Kest  
 Address: PO Box 132  
 City, State, Zip: Hill City, SD 57745  
 Phone & Email: 605-391-3223 plilandsurveying@gmail.com  
 Registration Number: 1154  
 Sign & Date: \_\_\_\_\_

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City, State, Zip: \_\_\_\_\_  
 Phone & Email: \_\_\_\_\_  
 Sign & Date: \_\_\_\_\_

\* Parcels - 011873 + 011886

**Current Legal Description:**

Subdivision/H.E.S./M.S. Title: \_\_\_\_\_  
 Secondary Title/Description: \_\_\_\_\_  
 Allquot Location: \_\_\_\_\_ Total Acres: \_\_\_\_\_  
 Township: \_\_\_\_\_ Range: \_\_\_\_\_ Section(s): \_\_\_\_\_ Book: \_\_\_\_\_ Page: \_\_\_\_\_

**Proposed Legal Description:**

Primary Title (Subdivision Name): Lot 13R of Paramount Point Subdivision  
 Secondary Title (Description): NE 1/4 of Section 30, T25, R2E, B1M, Custer County, SD

Does this plat continue to divide an existing subdivision? Yes \_\_\_\_\_ No X FIRM Panel \_\_\_\_\_  
 Will this subdivision require construction of roads or installation of other improvements? No

What is the intended land use within the subdivision? Residential X Commercial \_\_\_\_\_ Industrial \_\_\_\_\_ Mixed Use \_\_\_\_\_ (Specify on attached plat copy)  
**ALL APPLICATIONS MUST BE APPROVED BY THE HERMOSA PLANNING AND ZONING COMMISSION AND THE HERMOSA BOARD OF TRUSTEES PRIOR TO COMMENCEMENT. \*\*\*\*\* Engineering fees may apply\*\*\*\*\***

PLANNING AND ZONING COMMISSION <input type="checkbox"/> Approved <input type="checkbox"/> Denied	
Name: _____	Application Fee: <b>\$75.00</b>
Title: _____	
Signature: _____	
Date: _____	

HERMOSA BOARD OF TRUSTEES <input type="checkbox"/> Approved <input type="checkbox"/> Denied	
Name: _____	
Title: _____	
Signature: _____	
Date: _____	

\* Original Parcel # 011873  
011886  
 Office Use

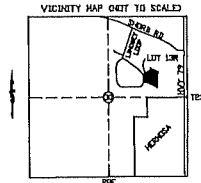
Permit 2024-01



Owner Address COOPER GREGORY MICHAEL & TANYA LEE  
14272 BRANDON CT  
HERMOSA, SD 57744-5145

011873 and 011886

A PLAT OF  
**LOT 13R OF PARAMOUNT POINT SUBDIVISION**  
 (FORMALLY LOT 13 AND LOT COMMON A OF PARAMOUNT POINT SUBDIVISION),  
 LOCATED IN NE1/4 OF SECTION 30, T2S, R8E, BHM, CUSTER COUNTY, SOUTH DAKOTA



- CALCULATED CORNER
- FOUND MONUMENT IN WITH CAP #6851 UNLESS OTHERWISE NOTED
- SET 5/8" IRON NAIL WITH CAP #15354
- R - RECORDED DIMENSION
- C - CALCULATED DIMENSION

**NOTES**

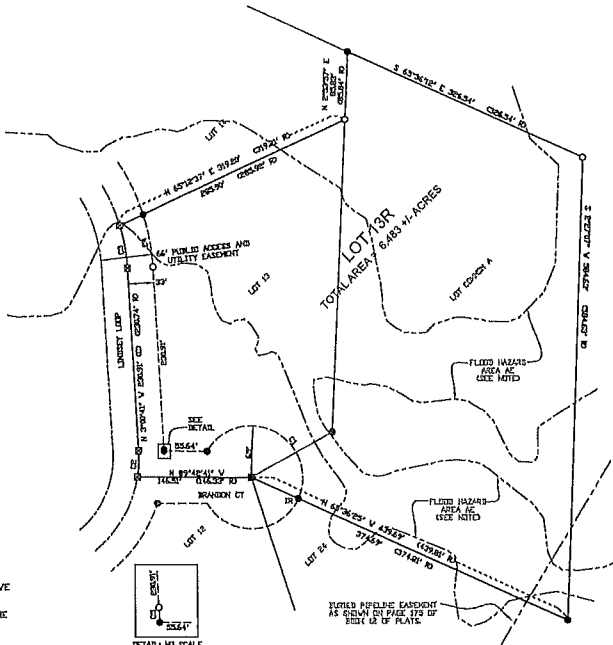
UTILITY EASEMENT RESERVED 10 FEET WIDE ON THE INTERIOR SIDE OF ALL LOTS.

PER SDL 11-3-81 AND 11-3-82, THE DEVELOPER OF THE PROPERTY DESCRIBED WITHIN THIS PLAT SHALL BE RESPONSIBLE FOR PROTECTING ANY WATERS OF THE STATE, INCLUDING GROUNDWATER, LOCATED ADJACENT TO OR WITHIN SUCH PLATTED AREA FROM POLLUTION FROM SEWAGE FROM SUCH SUBDIVISION AND SHALL IN PROTECTION OF SUCH PROTECTIONS CONFORM TO AND FOLLOW ALL REGULATIONS OF THE SOUTH DAKOTA DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES RELATING TO THE SAME.

PREVIOUSLY PLATTED PARAMOUNT POINT SUBDIVISION IS SHOWN ON BOOK 16 OF PLATS, PAGE 17A.

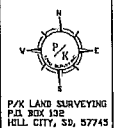
FLOOD INSURANCE RATE MAP PANEL 46033C0265F, WITH AN EFFECTIVE DATE OF 07/06/16, WITH LETTER OF MAP REVISION CASE # 14-00-0050P WITH EFFECTIVE DATE OF NOVEMBER 12, 2014 DOES INDICATE THE PRESENCE OF A FLOOD HAZARD AREA WITHIN THE SUBDIVISION AREA REPRESENTED ON THIS PLAT.

BEARINGS BASED ON SOUTH DAKOTA STATE PLANE SOUTH ZONE (NAD83-2011).



**CURVE TABLE**

DELTA	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1 173°47'40"	65200'	197.56'	129.91'	S 62°30'15" E
C2 120°04'04"	15000'	32.90'	32.94'	N 91°46'55" E
C3 13°36'47"	23000'	54.65'	54.52'	N 9°49'00" W
C4 14°38'36"	26000'	67.22'	67.03'	N 10°49'54" W
C5 9°29'20"	16000'	1.89'	1.89'	N 8°48'54" W



P/K LAND SURVEYING  
 P.O. BOX 100  
 HILL CITY, SD, 57745

**CERTIFICATE OF SURVEYOR**

I, **MARTIN J. KOST**, REGISTERED LAND SURVEYOR NO. 1018 IN THE STATE OF SOUTH DAKOTA, DO HEREBY CERTIFY THAT BEING SO AUTHORIZED, I HAVE PREPARED THE WITHIN PLAT OF LAND SHOWN AND DESCRIBED HEREIN FROM POINTS TAKEN USING AN ACTUAL SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, SAID PLAT IS AN ACCURATE REPRESENTATION OF SAID SURVEY.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

REGISTERED LAND SURVEYOR: \_\_\_\_\_



**CERTIFICATE OF COUNTY TREASURER**

I, CUSTER COUNTY TREASURER, DO HEREBY CERTIFY THAT ALL TAXES AND SPECIAL ASSESSMENTS WHICH ARE DUE FROM THE WITHIN DESCRIBED LANDS, ARE FULLY PAID ACCORDING TO THE RECORDS OF THIS OFFICE. DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

CUSTER COUNTY TREASURER: \_\_\_\_\_

OFFICE OF THE REGISTER OF DEEDS

FILED FOR RECORD THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.  
 AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ A.M. AND RECORDED IN BOOK \_\_\_\_\_ OF PLATS

CUSTER COUNTY REGISTER OF DEEDS: \_\_\_\_\_

BY: \_\_\_\_\_ FED # \_\_\_\_\_

**CERTIFICATE OF OWNERSHIP**

STATE OF SOUTH DAKOTA  
 COUNTY OF CUSTER

WE, **GREGORY M. CEEPER** AND **TAYLA L. CEEPER**, DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE WITHIN DESCRIBED LAND AND THAT THE WITHIN PLAT WAS MADE AT OUR DIRECTION FOR THE PURPOSES INDICATED THEREIN, AND THAT THE DEVELOPMENT OF THIS LAND SHALL CONFORM TO ALL EXISTING APPLICABLE ZONING, SUBDIVISION AND EASEMENT AND EASEMENT CONTROL REGULATIONS.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

OWNER: \_\_\_\_\_  
 GREGORY M. CEEPER

OWNER: \_\_\_\_\_  
 TAYLA L. CEEPER

**ACKNOWLEDGMENT OF OWNERSHIP**  
 STATE OF SOUTH DAKOTA, COUNTY OF \_\_\_\_\_

ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023, BEFORE ME, THE UNDERSIGNED OFFICIAL, PERSONALLY APPEARED **GREGORY M. CEEPER** AND **TAYLA L. CEEPER**, KNOWN TO ME OR SATISFACTORILY PROVEN TO BE THE PERSON DESCRIBED IN THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY SIGNED THE SAME.

NOTARY PUBLIC: \_\_\_\_\_ BY COMMISSION EXPIRES: \_\_\_\_\_

**CERTIFICATE OF DIRECTOR OF EQUALIZATION**

I, THE REGISTER OF EQUALIZATION OF CUSTER COUNTY, DO HEREBY CERTIFY THAT MY OFFICE HAS BEEN FURNISHED WITH A TRUE COPY OF THE WITHIN PLAT.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

DIRECTOR OF EQUALIZATION OF CUSTER COUNTY: \_\_\_\_\_

**CERTIFICATION IN HIGHWAY AUTHORITY**

IT APPEARS THAT EVERY LOT HAS AN ACCEPTABLE APPROACH LOCATION WITH A PUBLIC ROAD AND THE LOCATION OF THE INTERSECTION OF THE PROPOSED SUBDIVISION BOUNDARY WITH THE EXISTING PUBLIC ROAD IS HEREBY APPROVED.

HIGHWAY AUTHORITY: \_\_\_\_\_ DATE: \_\_\_\_\_

**RESOLUTION OF THE TOWN BOARD OF TRUSTEES**

WHEREAS THERE HAS BEEN PRESENTED TO THE TOWN BOARD OF TRUSTEES OF HERRISA, SOUTH DAKOTA, THE WITHIN PLAT OF THE ABOVE DESCRIBED LANDS, AND IT APPEARS TO THE BOARD THAT SAID PLAT CONFORMS TO THE EXISTING PLATS OF SAID TOWN, THAT THE STREETS SET FORTH THEREIN CONFORMS TO THE SYSTEM OF STREETS OF THE MUNICIPALITY, THAT ALL PROVISIONS OF THE SUBDIVISION REGULATIONS HAVE BEEN COMPLIED WITH THAT ALL TAXES AND SPECIAL ASSESSMENTS UPON THE TRACT HAVE BEEN FULLY PAID, AND THAT SAID PLAT AND THE SURVEY THEREOF HAVE BEEN CONDUCTED ACCORDING TO LAW, NOW THEREFORE, BE IT RESOLVED, THAT SAID PLAT IS HEREBY APPROVED IN ALL RESPECTS.

DATED AT HERRISA, SOUTH DAKOTA THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

TOWN BOARD PRESIDENT: \_\_\_\_\_

**CERTIFICATE OF TOWN FINANCE OFFICER**

I, FINANCE OFFICER OF THE TOWN OF HERRISA, SOUTH DAKOTA, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IS A TRUE AND CORRECT COPY OF THE RESOLUTION ADOPTED BY THE TOWN BOARD OF HERRISA, SOUTH DAKOTA AT A MEETING HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

TOWN OF HERRISA FINANCE OFFICER: \_\_\_\_\_



## STAFF REPORT

**January 24, 2024**

TO: City of Hermosa

FR: Neil Putnam, AICP and Anthony Theodorou, PE

RE: Permit No. 2024-01

**Applicant:** Gregory and Tanya Cooper, 14272 Brandon Ct, Hermosa, SD 57744

**Action Requested:** Preliminary Plat and Final Plat Approval

### Salient Facts:

**Legal Description:** Lot 13R of Paramount Point Subdivision, (Formally Lot 13 and Lot Common A of Paramount Point) Located in NE ¼ of Section 30, T 2 S, R 8 E, BHM, Custer County, South Dakota

**Current Zoning District:** R-A Residential Agriculture, outside the city limits and Custer County per website does not have a zoning ordinance or zoning map.

**Existing Use:** Residential (acreage)

### Comments:

The plat is intended to combine parcels delineate new lines.  
154.24 Content of Final Plats, compliant with existing city code.

### Recommendations:

**Planning and Zoning:** Approval with stipulations.

1. Per the Extraterritorial Agreement the plat should be heard by Custer County first.
2. All fees to be paid prior to issuing approval.
3. Custer County Register of Deeds reviews and accepts plat, legal description, and other requirements of the plat.
4. If approved by the City of Hermosa, a mylar copy will be provided by the Owner to the Board of Trustees for final review, approval, and signature.
5. The owner is responsible for submitting the plat to Custer County, paying applicable taxes, and having the plat signed and recorded.

**Engineering:** not applicable



# Town of Hermosa

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

## FLOODPLAIN DEVELOPMENT PERMIT APPLICATION INFORMATION

AES No.:

DATE 18 Jan 24

PERMIT # 2024-02

Receipt # _____	Cash _____	Check # <u>1383</u>	Application Fee <u>500.00</u>
-----------------	------------	---------------------	-------------------------------

\*\*\*Please be advised all permits are reviewed by the town engineer; those expenses will be included with the permit fees and applicant will be responsible for those expenses.

OWNER Triple JK Properties LLC TELEPHONE 605-390-1257

ADDRESS PO Box 300

EMAIL Ksly123907@msd.com

CONTRACTOR Self Terry Styka

ADDRESS 240 Felsum

PROJECT LOCATION/DIRECTIONS Park Tract 2 see Attached Plat

### PROJECT DESCRIPTION

<input type="checkbox"/> Single Family Residential	<input type="checkbox"/> New Construction	<input type="checkbox"/> Channelization
<input type="checkbox"/> Multi-Family Residential	<input type="checkbox"/> Substantial (>50%) Improvements	<input checked="" type="checkbox"/> Fill
<input type="checkbox"/> Manufactured (Mobile) Home	<input type="checkbox"/> Improvements (<50%)	<input type="checkbox"/> Bridge/Culvert
<input type="checkbox"/> Nonresidential	<input type="checkbox"/> Rehabilitation	<input type="checkbox"/> Levee

Other/Explanations Fill Park Tract 2 so every part of Tract 2 is above 1 foot of flood plain  
with 10% of all boundaries with 10% of all boundaries

Project Valuation: \_\_\_\_\_ Market Value of Structure: N/A

### FLOOD HAZARD DATA

Watercourse Name \_\_\_\_\_

The project is proposed in the Floodway NO Floodway Fringe Yes

Base (100-year flood elevations(s)) at project site \_\_\_\_\_

Elevation required for Lowest Floor \_\_\_\_\_ NAVD/Floodproofing \_\_\_\_\_ NAVD

Source Documents: Reports/Maps \_\_\_\_\_

Parcel # \_\_\_\_\_  
Park Tract 2  
FOR OFFICE USE ONLY

(Lot #, Subdivision, City/Town, State)

COMPLETE IF APPLICABLE TO THIS PROJECT

Does this project involve the placement of an external fuel storage tank? NO  
Compliance of FEMA regulation CFR44 60.3, (a) (3) requires that all liquid storage tanks be properly anchored.

Does this project involve the placement of a manufactured/mobile home? NO  
Compliance of FEMA regulation CFR44 60.3, (b) (8) requires that all manufactured/mobile homes be properly anchored.

JEL  
initial  
JEL  
initial  
JEL  
initial  
JEL  
initial

*In accepting this permit, the applicant understands that all conditions of the permit must be met, all other regulatory permits have been obtained, an elevation certificate will be provided once project is completed, and agrees to allow on-site inspections, as needed during or after construction, to determine compliance with this permit.*

The applicant also acknowledges that he/she is aware of the risks associated with the above development within the Flood Plain and has evaluated that risk.

The applicant acknowledges that Flood Insurance is available to anyone in an eligible community, which Hermosa is eligible, whether in the Flood Plain or Not.

It's the Applicants responsibility is to provide copies of the approved documents to all architect(s), engineer(s), general contractor(s) and any other interested parties as are appropriate for each job.

Accepted this 18 day of Jan year 2024

[Signature]  
(Applicant)

PROPOSAL REVIEW CHECKLIST

- Site development plan is complete and depicts flood hazard.
- Engineering data is provided for proposed map and floodway revision.
- Floodway Certification and data document no increase in flood heights.
- Subdivision proposal minimizes flood damage and protects utilities.
- Lowest floor elevation is 1' above the BFE.
- Manufactured homes meet elevation and anchoring requirements.
- A Floodproofing Certificate certifies floodproofing designs.
- Other: \_\_\_\_\_

PERMIT ACTION

- PERMIT APPROVED WITH CONDITIONS: The information submitted for the proposed project was reviewed and is in compliance with approved floodplain management standards (site development plans are on file). (Building Site Plan)
- PERMIT DENIED: The proposed project does not meet approved floodplain management standards (explanation is on file).
- VARIANCE GRANTED: A variance was granted from the base (100-year) flood elevations established by FEMA consistent with variance requirements of NFIP regulations Part 60.6 (variance action documentation is on file).

Recommendation by Authorized Staff:

\_\_\_\_\_  
Floodplain Administrator's Signature Date

Comments: See Conditions of Approval – page 4 of 4

(Lot #, Subdivision, City/Town, State)

COMPLETE IF APPLICABLE TO THIS PROJECT

Does this project involve the placement of an external fuel storage tank? NO  
Compliance of FEMA regulation CFR44 60.3, (a) (3) requires that all liquid storage tanks be properly anchored.

Does this project involve the placement of a manufactured/mobile home? NO  
Compliance of FEMA regulation CFR44 60.3, (b) (8) requires that all manufactured/mobile homes be properly anchored.

JEL  
initial  
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initial  
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initial

*In accepting this permit, the applicant understands that all conditions of the permit must be met, all other regulatory permits have been obtained, an elevation certificate will be provided once project is completed, and agrees to allow on-site inspections, as needed during or after construction, to determine compliance with this permit.*

The applicant also acknowledges that he/she is aware of the risks associated with the above development within the Flood Plain and has evaluated that risk.

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It's the Applicants responsibility is to provide copies of the approved documents to all architect(s), engineer(s), general contractor(s) and any other interested parties as are appropriate for each job.

Accepted this 18 day of Jan year 2024

[Signature]  
(Applicant)

PROPOSAL REVIEW CHECKLIST

- \_\_\_\_\_ Site development plan is complete and depicts flood hazard.
- \_\_\_\_\_ Engineering data is provided for provided for proposed map and floodway revision.
- \_\_\_\_\_ Floodway Certification and data document no increase in flood heights.
- \_\_\_\_\_ Subdivision proposal minimizes flood damage and protects utilities.
- \_\_\_\_\_ Lowest floor elevation is 1' above the BFE.
- \_\_\_\_\_ Manufactured homes meet elevation and anchoring requirements.
- \_\_\_\_\_ A Floodproofing Certificate certifies floodproofing designs.
- \_\_\_\_\_ Other: \_\_\_\_\_

PERMIT ACTION

- \_\_\_\_\_ PERMIT APPROVED WITH CONDITIONS: The information submitted for the proposed project was reviewed and is in compliance with approved floodplain management standards (site development plans are on file). (Building Site Plan)
- \_\_\_\_\_ PERMIT DENIED: The proposed project does not meet approved floodplain management standards (explanation is on file).
- \_\_\_\_\_ VARIANCE GRANTED: A variance was granted from the base (100-year) flood elevations established by FEMA consistent with variance requirements of NFIP regulations Part 60.6 (variance action documentation is on file).

Recommendation by Authorized Staff:

\_\_\_\_\_  
Floodplain Administrator's Signature Date

Comments: See Conditions of Approval - page 4 of 4

**COMPLIANCE DOCUMENTATION**

\_\_\_\_\_ MAP REVISION DATA: Certified documentation by a registered professional engineer of as-built conditions for floodplain alterations were received and submitted to FEMA for a flood insurance map revision.

\_\_\_\_\_ FILL CERTIFICATE: A community official certified the elevation, compaction, slope, and slope protection for all fill placed in the floodplain consistent with NFIP regulations Pare 65.5 for map revisions.

\_\_\_\_\_ ELEVATION AND FLOODPROOFING CERTIFICATES: The as-built elevation of the building's lowest floor was certified as \_\_\_\_\_ NGVD; or the building's floodproofings level was certified as \_\_\_\_\_ NGVD by a registered professional engineer or licensed surveyor and is on file.

\_\_\_\_\_ CERTIFICATE OF OCCUPANCY OR COMPLIANCE ISSUED ON \_\_\_\_\_  
Date

APPROVAL CONDITIONS

*(Lot #, Subdivision, City/Town, State)*

NOTES:

1. Lowest Floor must be 1-foot above the BFE per local ordinance.
2. An elevation certificate will be required following construction to verify compliance.
3. All fill must be placed in accordance with FEMA requirements and cannot be placed to raise natural grade above BFE.
4. (Stick Built) Recommend that the enclosed AREA meet FEMA defined crawl space requirements. (See Tech Bulletin 11-01, Fig. 3)
5. (Stick Built) Enclosed space below the BFE must be vented in accordance with FEMA requirements.
6. No Mechanical Equipment is allowed below BFE.
7. Lowest floor of attached garage **must** be above the BFE or will require venting as an enclosed space.
8. Detached Garage is an accessory building and cannot be used for living space and the use cannot be converted at a later time.
9. (Modular) Skirting on modular must meet FEMA definitions of Breakaway Skirting or the enclosed space under the modular must meet FEMA requirements of an Enclosed Area, (Vented).
10. (Modular) Must be Anchored in accordance with FEMA requirements

It is the Owner's and Builder's responsibility to insure ALL FEMA requirements are understood and complied with before beginning construction in the flood plain.

The BFE is calculated but may change if FEMA reviews – this document provides no guarantee that the calculated BFE will match FEMA's determined BFE.

Flood Insurance can be purchased on this structure and should be evaluated by the Owner.

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

PLANNING	HERMOSA BOARD OF TRUSTEES
<input type="checkbox"/> Approved <input type="checkbox"/> Denied	<input type="checkbox"/> Approved <input type="checkbox"/> Denied
NAME: _____	NAME: _____
TITLE: _____	TITLE: _____
SIGNATURE: _____	SIGNATURE: _____
DATE: _____	DATE: _____
APPLICATION FEE: <b>\$100.00</b> DATE PAID: _____	DATE PERMIT ISSUED: _____



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

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_  
 Triple J & K Properties, LLC., does hereby certify that it is the owners of the within described lands and that the within plat was made at its direction for the purposes indicated therein, and that the development of this land shall conform to all existing zoning, subdivision, and erosion and sediment control regulations.  
 Dated this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
 Triple J & K Properties, LLC.

**ACKNOWLEDGMENT OF OWNERSHIP**  
 STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_  
 On this the \_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned officer, personally appeared \_\_\_\_\_ who acknowledged him/herself to be a member of Triple J & K Properties, LLC, a Limited Liability Company, and that she, as such member being authorized to do so, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by him/herself as member.  
 IN WITNESS WHEREOF I hereunto set my hand and official seal.

Notary Public  
 My commission expires \_\_\_\_\_

**CERTIFICATE OF HIGHWAY AUTHORITY**  
 It appears that every lot has an acceptable approach location onto a public road and the location of the intersection(s) of the proposed subdivision road(s) with the existing public road(s) is hereby approved.

Date: \_\_\_\_\_  
 Highway Authority \_\_\_\_\_

**CERTIFICATE OF COUNTY DIRECTOR OF EQUALIZATION**  
 I, Director of Equalization of Custer County, do hereby certify that my office has been furnished with a true copy of the within plat.  
 Dated this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
 Director of Equalization of Custer County

**CERTIFICATE OF COUNTY TREASURER**  
 I, Custer County Treasurer, do hereby certify that all taxes and special assessments which are liens upon the within described lands are fully paid according to the records of this office.  
 Dated this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
 Custer County Treasurer


**RESOLUTION OF THE TOWN BOARD OF TRUSTEES**  
 Whereas there has been presented to the Town Board of Trustees of Hermosa, South Dakota, the within plat of the above described lands, and it appearing to the Board that said plat conforms to the existing plats of said Town, that the streets set forth therein conforms to the system of streets of the municipality, that all provisions of the subdivision regulations have been complied with, that all taxes and special assessments upon the tract have been fully paid, and that said plat and the survey thereof have been executed according to law, now therefore,  
**BE IT RESOLVED**, that said plat is hereby approved in all respects.  
 Dated at Hermosa, South Dakota this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
 Town Board Chairman

**CERTIFICATE OF TOWN FINANCE OFFICER**  
 I, Finance Officer of the Town of Hermosa, South Dakota, do hereby certify that the foregoing instrument is a true and correct copy of the resolution adopted by the Town Board of Trustees of Hermosa, South Dakota at a meeting held on the \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
 Town of Hermosa Finance Officer

PRELIMINARY FOR CLIENT REVIEW

	Prepared by <b>ANDERSEN ENGINEERS</b> <i>Land Surveyors</i>
Drawn by _____	Date _____
P.O. Box 446	



Alternate IDn/a  
 Class Residential  
 Acreage 1.6

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

DF OUTLOT A SEC 29 T2 R8 1.6 AC  
 10-009-00  
 e used on legal documents)

Park Tract 2

N

E

3338

339

LOMR 12-08-91 58P  
eff. 11/30/2014

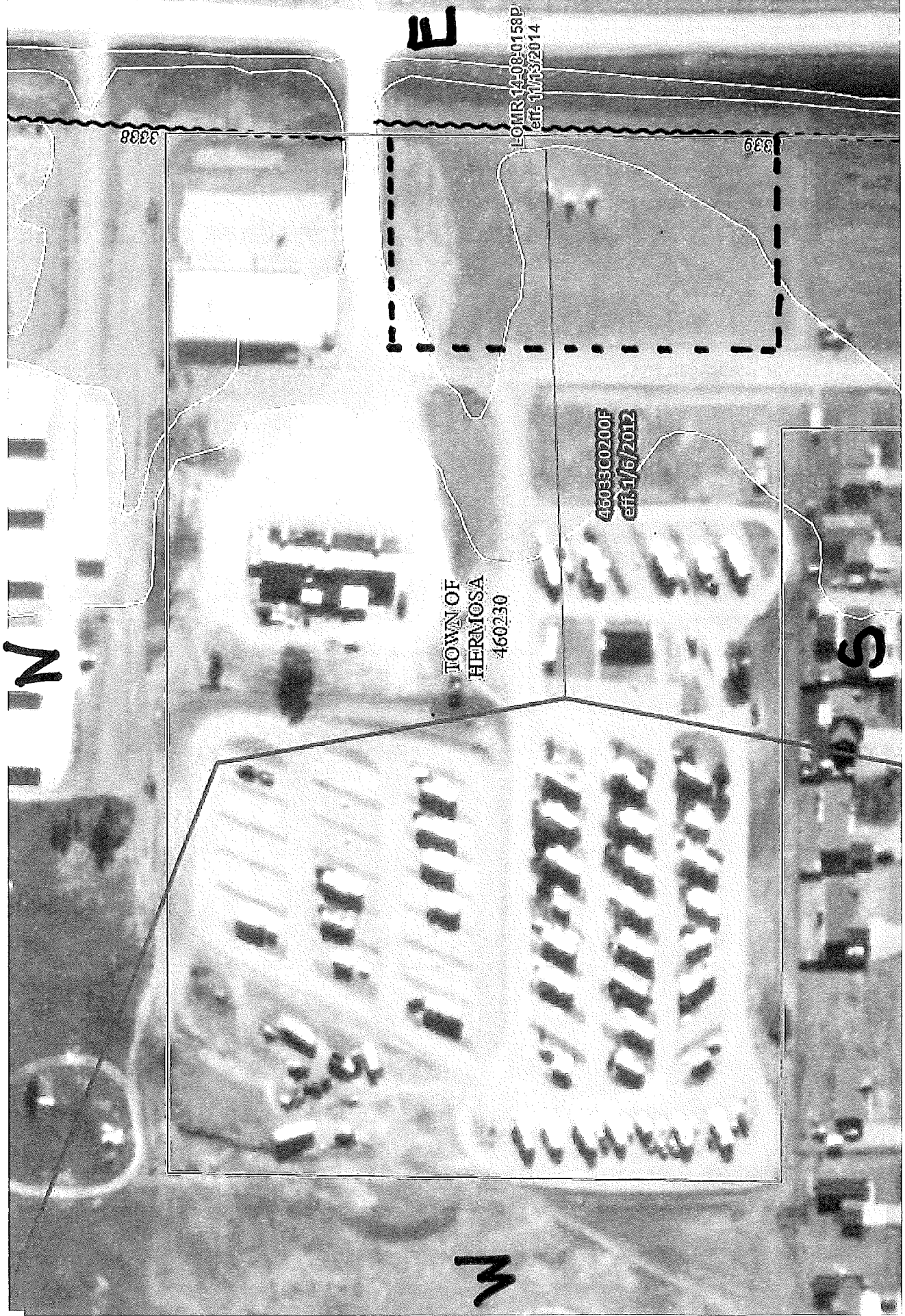
TOWN OF  
HERMOSA  
460230

460330200F  
eff. 1/6/2012

S

W

Park Tract 2



# Town of Hermosa

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

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

Email: town@hermosasd.com

## DEMOLITION PERMIT APPLICATION

Date 26 Jan 24

Permit # 2024-03

Receipt # _____	Cash _____	Check # _____	Amount <u>1384</u> (\$25.00)
-----------------	------------	---------------	------------------------------

Name (Structure Owner) Tripla Jfk Properties LLC Phone: 605-390-1257  
 Contact Address: PO Box 300 Hermosa SD 57744  
 Email: kstyles907@msd.com  
 Address of Project/Relocation: 220 Folsom St Hermosa SD 57744  
 Legal Description: \_\_\_\_\_

\*Contractor Name: Jerald E Styles Phone: 605-390-7257  
 \*Contractors must all be registered with the Town of Hermosa

Contact Name: \_\_\_\_\_  
 Address: PO Box 300 Hermosa SD 57744

Type Of Construction: Wood  Block  Metal  Pole  Mobile  Modular  Other: \_\_\_\_\_

Type Of Use: Residential  Accessory  Addition  Commercial  Other: \_\_\_\_\_

Description of Project: Take down the house and haul to rapid city land fill

Current Site Information  
 Sewage Disposal System?  Yes  No  Private  Public  
 Water Supply System?  Yes  No  Private  Public  
 Utilities Disconnected?  Yes  No  
 Asbestos Present  Yes  No

Asbestos Inspection  Yes Date: \_\_\_\_\_  No  
 Inspector: N/A Phone: \_\_\_\_\_ Address: \_\_\_\_\_

Asbestos Abatement  Yes Date: \_\_\_\_\_  No  
 Contractor: N/A Phone: \_\_\_\_\_ Address: \_\_\_\_\_

### Mobile Home Identifying Information

Name on Title: N/A Serial #: \_\_\_\_\_ Year: \_\_\_\_\_ Size: \_\_\_\_\_ X \_\_\_\_\_

Manufacturer: N/A Model: \_\_\_\_\_ Decal #: \_\_\_\_\_

Demolition and Clean Up to Be Completed on Or Before: \_\_\_\_\_

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

Signature of Applicant Jerald E Styles

Date 26 Jan 24

Planning <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied Name: <u>Jill Dybvig</u> Title: <u>Jill Dybvig</u> Signature: <u>Administrative Assistant</u> Date: <u>1-26-2024</u> Application Fee: <u>\$25.00</u> Date Paid: <input checked="" type="checkbox"/> # <u>1384</u>	Hermosa Board of Trustees <input type="checkbox"/> Approved <input type="checkbox"/> Denied Name: _____ Title: _____ Signature: _____ Date: _____ Date Permit Issued: _____
--	---

Parcel # 009 258 OFFICE USE ONLY

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

# Town of Hermosa

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

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

Email: [town@hermosasd.com](mailto:town@hermosasd.com)

Is Property in the Flood Plain? Yes  No  Zoning District R1

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

## DIGGING/GRADING PERMIT

DATE 2-2-24

PERMIT # 2024-04

Receipt # \_\_\_\_\_ Cash \_\_\_\_\_ Check # \_\_\_\_\_ Amount 7000 (\$50.00) up to 100CY  
(\$20.00 each additional 100 CY)

Name Sherry Armstrong  
Lot Address \_\_\_\_\_  
Mailing Address PO Box 497 102 2nd Email Mark Eimerwold @ Gmail - Can  
Legal Description Lot 12 Block 9  
Telephone # 605-858-2467 Cellphone # 605-858-2467  
Contractor Luke Hoffs Phone# 605-786-2183

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

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

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

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

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

Quantity of Grading or Excavation: 200CY Cubic Yards Area to be disturbed by proposed work: \_\_\_\_\_ acres

Identify types of erosion control to be applied: \_\_\_\_\_

Source/Destination of materials: \_\_\_\_\_

Provide traffic control per Manual on Uniform Traffic Control Devices.

Hard route: \_\_\_\_\_

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

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

Stormwater permit application attached. \_\_\_\_\_ Yes \_\_\_\_\_ No  N/A

**This permit will expire one year from date of issuance.**

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

Relationship to Property: \_\_\_\_\_ Owner \_\_\_\_\_ Contractor \_\_\_\_\_ Owners Representative

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

Signature \_\_\_\_\_ Date 2-2-24

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

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

Parcel # 0091210  
OFFICE USE ONLY

375 18

# Town of Hermosa

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

## MUNICIPAL WATER CONNECTION APPLICATION

DATE 2-2-24

PERMIT # 2024-04

<u>Old fee</u> <u>\$ 375<sup>00</sup></u>	
Receipt # _____	Cash _____ Check # _____ Amount _____ (\$50.00)

Property Owner Sherry Armstrong  
 Daytime Phone 605-520-2037 Evening Phone 605-858-2037  
 Mailing Address Po Box 497 102 2nd St Hermosa SD 57744  
 Email Mark.Einerwold@gmail.com  
 Connection Address NA  
 Legal Description Lot 12 Block 9  
 Contractor Luke Holtz  
 \*ALL CONTRACTORS MUST OBTAIN A CONTRACTOR'S LICENSE FROM THE TOWN OF HERMOSA  
 Size of Tap 1" Commercial \_\_\_\_\_ Residential X  
 Size and type of pipe and other supplies 1"

If crossing roadway, will the connection be: Bored \_\_\_\_\_ Cut \_\_\_\_\_

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

**APPLICATION MUST BE APPROVED BY THE HERMOSA PLANNING AND ZONING COMMITTEE AND THE BOARD OF TRUSTEES PRIOR TO TAP BEING MADE.**

**Water Tap fees will apply.**

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

[Signature]  
Signature of Applicant

2-2-24  
Date

Parcel # 09210  
OFFICE USE

<p style="text-align: center;">PLANNING AND ZONING COMMISSION</p> <p style="text-align: center;"><input type="checkbox"/> Approved    <input type="checkbox"/> Denied</p> <p>NAME: _____</p> <p>TITLE: _____</p> <p>SIGNATURE: _____</p> <p>DATE: _____</p> <p>APPLICATION FEE <u>\$50.00</u>    BALANCE DUE: _____</p>	<p style="text-align: center;">HERMOSA BOARD OF TRUSTEES</p> <p style="text-align: center;"><input type="checkbox"/> Approved    <input type="checkbox"/> Denied</p> <p>NAME: _____</p> <p>TITLE: _____</p> <p>SIGNATURE: _____</p> <p>DATE: _____</p> <p>DATE PERMIT ISSUED: _____</p>
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600 9

# Town of Hermosa

PO Box 298 • 234 Main Street • Hermosa, SD 57744

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

Email: town@hermosasd.com

## MUNICIPAL WASTE WATER CONNECTION APPLICATION

DATE 2-22-24

PERMIT # 2024-04

Receipt # _____	Cash _____	Check # _____	Amount _____
Sewer Tap Application Fee \$50.00-Nonrefundable			
Residential Tap Fee- \$1000.00			
Commercial Tap Fee - \$2000.00			
<i>old fee \$600</i>			

Property Owner Sherry Armstrong

Daytime Phone 605-858-2467 Evening Phone 605-520-2037

Mailing Address Po Box 497 102 2nd St Hermosa SD

Email Mark Eimerwold @ Gmail - Com

Connection Address NA

Legal Description Lot 12 Block 9

Contractor Luke Holtz

**\*All Contractors must obtain Contractors license from Hermosa**

Address \_\_\_\_\_ Phone # \_\_\_\_\_

Size of Tap 4" Commercial \_\_\_\_\_ Residential X

Size and type of pipe and other supplies 4"

If crossing roadway, will the connection be: Bored \_\_\_\_\_ Cut \_\_\_\_\_

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

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

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

[Signature]  
Signature of Applicant

2-2-24  
Date

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

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

Parcel # 0091210 OFFICE USE ONLY

# Town of Hermosa

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

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

Email: town@hermosasd.com

## PERMIT TO WORK IN RIGHT OF WAY

DATE 9-26-23

PERMIT # 2024-04

Receipt # _____	Cash _____	Check # _____	Amount <u>25<sup>00</sup></u>
-----------------	------------	---------------	-------------------------------

NAME (STRUCTURE OWNER) Sherry Armstrong PHONE: 605-520-2837  
CONTACT ADDRESS: Po Box 497 102 2nd St Hermosa SD 57744  
ADDRESS OF PROJECT/RELOCATION: \_\_\_\_\_  
LEGAL DESCRIPTION: Lot 12 Block 10 Hermosa

CONTRACTOR NAME: Mark Eimerwald PHONE: 605-858-2467  
CONTACT NAME: Mark Eimerwald  
ADDRESS: Po Box 497 102 2nd St Hermosa SD 57744

TYPE OF CONSTRUCTION: WOOD  BLOCK  METAL  POLE  MOBILE  MODULAR   
OTHER: \_\_\_\_\_  
TYPE OF USE: RESIDENTIAL  ACCESSORY  ADDITION  COMMERCIAL   
OTHER: \_\_\_\_\_  
DESCRIPTION OF PROJECT: 1600 sq ft 2 story single family home

CURRENT SITE Sewage disposal system?  Yes  Private  Public  No  
INFORMATION Water supply system?  Yes  Private  Public  No  
Utilities disconnected?  Yes  No  
ASBESTOS INFORMATION Asbestos Present  Yes  No  
Asbestos Inspection  Yes Date: \_\_\_\_\_  No  
Inspector: \_\_\_\_\_ Phone: \_\_\_\_\_ Address: \_\_\_\_\_  
Asbestos Abatement  Yes Date: \_\_\_\_\_  No  
Contractor: \_\_\_\_\_ Phone: \_\_\_\_\_ Address: \_\_\_\_\_

*WR*  
MOBILE HOME INFORMATION  
IDENTIFYING INFORMATION: NAME ON TITLE: \_\_\_\_\_ SERIAL #: \_\_\_\_\_ YEAR: \_\_\_\_\_ SIZE: \_\_\_\_\_  
X: \_\_\_\_\_ MANUFACTURER: \_\_\_\_\_ MODEL: \_\_\_\_\_  
DECAL #: \_\_\_\_\_  
DEMOLITION AND CLEAN UP TO BE COMPLETED ON OR BEFORE: \_\_\_\_\_

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

Signature of Applicant \_\_\_\_\_ Date 9-26-23

Parcel #  
**009210**  
OFFICE USE ONLY

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



Parcel ID n/a  
Residential  
Age 0.193

Owner Address ARMSTRONG SHERRY L  
PO BOX 497  
HERMOSA, SD 57744-0497

OUTLOT G), HERMOSA

009210

Lot Size 120 x 140

32.4' Setback  
to Alley

Garage  
24 x 30

10 ft Setback

10 ft Setback

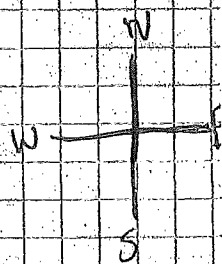
Main House Body

32.4' x 40.4'

Deck 14 x 7.6'

Porch  
18 x 6'

20 ft Setback



Lot width 60'

MANNING Ave

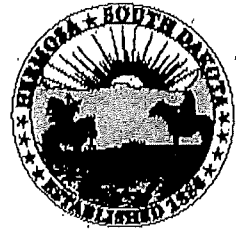
## Claims for approval 02-06-2024

VENDOR	REFERENCE	AMOUNT
A & B Busness Equipment Inc.	Monthly printer/fax	\$ 558.14
Apex Electrical Solutions	Downstairs kitchen wiring, library exit,ballast	\$ 557.43
CBH Co-op	Tank rental, 250 Main	\$ 385.88
Cheryl Neugebauer	Prairie dog control	\$ 700.00
Chuck Ferguson	Monthly agreement 03/2023	\$ 3,120.00
City of Hot Springs	Wastewater	\$ 105.60
Hills Septic	105,200 Gallons Pumped	\$ 7,890.00
Johnson Law office	January 2024 services	\$ 627.00
KLJ Engineering	On Call Service, Lagoon Expansion	\$ 11,856.50
MG Oil	Garbage services refund, error in charging	\$ 297.78
Rural development	RD1 loan-February interest/principal	\$ 1,278.00
	RD2 loan-February interest/principal	\$ 417.00
	RD3 loan-February interest/principal	\$ 222.00
Sander Sanitation	January 2024 services	\$ 3,924.18
US Bank	DWSRF - February Quarterly Payment	\$ 1,493.23
<b>Accounts Payable Total</b>		<b>\$ 33,432.74</b>
<b>Payroll related</b>		
<b>Total Paid On: 01/31/2024</b>		
	Legislative, Financial Administration, Govt Bldgs	\$ 5,057.84
	Water	\$ 566.33
	Sewer	\$ 269.77
	Promoting City/ BBB	\$ 89.92
South Dakota Retirement system	SDRS	\$ 472.80
EFTPS-Electronic Federal Tax	FED/FICA TAX	\$ 1,709.44
Health pool of SD	Admin single health 02/24	\$ 995.00
<b>Payroll Total</b>		<b>\$ 9,161.10</b>
<b>***** REPORT TOTAL *****</b>		<b>\$ 42,593.84</b>

# Town of Hermosa



PO Box 298 • 230 Main St • Hermosa, SD 57744  
Phone (605) 255-4291 • Fax (605) 255-4094  
E-mail [jill@hermosasd.com](mailto:jill@hermosasd.com)  
[www.hermosasd.com](http://www.hermosasd.com)



January 25, 2024

Dan & Deb Holsworth  
PO Box 163  
Hermosa, SD 57744

There have been recent conversations in reference to individual dumpsters for residents of Hermosa. Below is the ordinance that covers this.

## 52.02 FAMILY DOMESTIC UNITS COLLECTION AND CONTAINERS.

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

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

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

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

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

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

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

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


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

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

(Ord. passed 6-19-2018)

It was brought to our attention that you have at 120 2nd St. a dumpster for residential garbage and trash that is not being paid for under the Town's contract with Sander Sanitation. This is a violation of our town ordinance, "residents receiving garbage service are required to utilize the contracted service provider through the municipality." You do pay for a tote but not a dumpster. This dumpster will need to be added to the town billing or removed.

Thanks,

  
Jerry Styles  
Town Board President

cc: Sander Sanitation



## BOARD OF TECHNICAL PROFESSIONS

2525 W. Main St., Suite 211 | Rapid City, SD 57702  
Tel: 605.394.2510 | Fax: 605.394.2509 | [sdbtp@state.sd.us](mailto:sdbtp@state.sd.us)  
[dlr.sd.gov/btp](http://dlr.sd.gov/btp)

## 5.0 Investigation Reports

which will, in the licensee's judgment, adversely affect the life, health, safety, welfare and property of the public, the licensee shall take the following actions:

- 1) Advise the client or employer in writing of the licensee's refusal to consent to the decision and give reasons for that refusal;
- 2) If the licensee's advice is ignored despite the objection, terminate the licensee's services to the project; and
- 3) Provide a copy of the licensee's objection and reasoning to the public official charged with the enforcement of the applicable state or municipal laws and regulations.

### **FACTS**

1. Leah Berg (BERG) is licensed by the Board as a professional engineer and has been so licensed since December 4, 2017. Her license number is 13627.
2. Affordably Creative Engineering Services (ACES) is a business entity and holds a certificate of authorization from the Board with the number C-7245, certified since March 20, 2015. BERG is the primary agent of that business entity.
3. On April 22, 2022, a written complaint (case number 22-02) was filed against BERG alleging that BERG failed to comply with the review and approval requirements of ARSD chapter 74:53:04 for a project located in the Town of Hermosa. The complaint also alleged that BERG's work failed to meet professional standards.
4. On May 24, 2022, a separate written complaint (case number 22-03) was filed against Licensee alleging that BERG failed to comply with the review and approval requirements of ARSD chapter 74:53:04 for the same project located in the Town of Hermosa.
5. On August 8, 2022, BERG filed a response with the Board office regarding both complaints. In her response, BERG provided her timeline of events, which includes that construction commenced on the project in January

2022. BERG does not dispute that approval had not been given by DANR prior to commencing construction on the project.

6. BERG reports submitting the project for review by DANR by mail prior to construction, but BERG failed to follow up with DANR to verify they had received her submission prior to moving forward with the project.

#### **CONCLUSIONS OF LAW**

1. BERG had an obligation to obtain approval of the project prior to allowing it to commence construction, but she failed to obtain said approval and/or failed to advise her client not to proceed with the project.
2. The above-described conduct constitutes grounds for discipline pursuant to SDCL 36-18A-56(1).

#### **ORDER**

1. BERG also agrees, in lieu of further contesting this matter, that her licenses shall be **suspended** for **two months** which shall be **stayed** pending her compliance with the following conditions:
  - a. Pay a fine in the amount of **\$2,000** to the Board office within 30 days of the effective date of this Consent Agreement.
  - b. Complete **12 hours** of professional development hours (PDH) on the topic of ethics in courses pre-approved by the Board office. Provide documentation of completion of said hours to the Board office within **six months**. These hours shall not be used as PDH for the renewal of her license and are additional to any renewal requirements.
  - c. Licensee shall comply with all provisions of SDCL Chapter 36-18A and ARSD Article 20:38.

#### **ACKNOWLEDGMENT AND WAIVER**

1. BERG is aware of and understands the nature of this matter.
2. BERG acknowledges that she has been informed of various rights she has in this matter. These rights include, but are not limited to, the right to:
  - a. be represented by a lawyer in this matter;
  - b. receive notice of any hearing in this matter;

- c. have a contested case hearing, as defined in SDCL 1-26-1(2). A contested case hearing includes the right of the licensee to be present at the hearing, be represented by legal counsel, introduce evidence, present testimony, call witnesses to testify, cross-examine all witnesses present, and submit argument on her own behalf; and
  - d. appeal any decision based on the contested case hearing to circuit court and the South Dakota Supreme Court, as provided by law.
3. BERG is not represented by an attorney in this matter, is waiving her right to an attorney, and is representing herself in this matter.
4. BERG understands that by signing this document she is agreeing that this Consent Agreement:
- a. includes Board making a finding that she violated license law;
  - b. represents Board taking disciplinary action against her;
  - c. shall serve as the final resolution of this matter, including any appeal;
  - d. contains the entire agreement between the parties relating to the matters referenced in the Consent Agreement. BERG is not relying on any other representations of any kind, verbal or otherwise;
  - e. shall be a public record, as defined by SDCL 1-27-1.1, and may be published publicly by Board;
  - f. must be submitted to Board at a public meeting for acceptance or rejection;
  - g. shall not be deemed to restrict Board from raising facts in reference to Licensee outside of those set forth in this Consent Agreement, if there are other material facts related to the matters under investigation that have not been set forth or disclosed herein;
  - h. may be considered in any future licensing matters with Board and for the purposes of determining the appropriate sanctions in any future actions by Board for any violations of laws or regulations of the State of South Dakota or for failing to abide by any order or decision of Board; and

- i. shall be effective on the date it is signed by a Board representative.
5. BERG has read, understands, and agrees to this Consent Agreement. BERG affirms that she is freely and voluntarily signing it.
6. If this Consent Agreement is approved by Board, BERG agrees to waive any rights and procedures related to this matter which may be afforded her under SDCL Chapters 1-26, 36-18A, 36-1C, ARSD Art. 20:38, or any other state or federal law.
7. If this Consent Agreement is approved by Board, a copy of the executed Consent Agreement shall be served electronically upon BERG at her email address on file with the Board.
8. If the Board rejects this Consent Agreement, the following terms and conditions apply:
  - a. BERG waives any right to claim prejudice or to request recusal of any Board member by reason of any factual basis submitted to the Board in an effort to resolve this matter by Consent Agreement rather than by formal proceeding.
  - b. BERG's right to a contested case hearing is reinstated, including all the substantive and procedural protections afforded to a licensee related to such a hearing under SDCL chapter 1-26.
  - c. This Consent Agreement cannot be used as evidence of guilt or as an admission of wrongdoing by Licensee at any subsequent hearing.

Dated this 29 day of December 2023.  
(month and year)

  
Leah Berg  
Licensee

### Preamble

Engineering is an important and learned profession. As members of this profession, engineers are expected to exhibit the highest standards of honesty and integrity. Engineering has a direct and vital impact on the quality of life for all people. Accordingly, the services provided by engineers require honesty, impartiality, fairness, and equity, and must be dedicated to the protection of the public health, safety, and welfare. Engineers must perform under a standard of professional behavior that requires adherence to the highest principles of ethical conduct.

### I. Fundamental Canons

Engineers, in the fulfillment of their professional duties, shall:

1. Hold paramount the safety, health, and welfare of the public.
2. Perform services only in areas of their competence.
3. Issue public statements only in an objective and truthful manner.
4. Act for each employer or client as faithful agents or trustees.
5. Avoid deceptive acts.
6. Conduct themselves honorably, responsibly, ethically, and lawfully so as to enhance the honor, reputation, and usefulness of the profession.

### II. Rules of Practice

#### 1. Engineers shall hold paramount the safety, health, and welfare of the public.

- a. If engineers' judgment is overruled under circumstances that endanger life or property, they shall notify their employer or client and such other authority as may be appropriate.
- b. Engineers shall approve only those engineering documents that are in conformity with applicable standards.
- c. Engineers shall not reveal facts, data, or information without the prior consent of the client or employer except as authorized or required by law or this Code.
- d. Engineers shall not permit the use of their name or associate in business ventures with any person or firm that they believe is engaged in fraudulent or dishonest enterprise.
- e. Engineers shall not aid or abet the unlawful practice of engineering by a person or firm.
- f. Engineers having knowledge of any alleged violation of this Code shall report thereon to appropriate professional bodies and, when relevant, also to public authorities, and cooperate with the proper authorities in furnishing such information or assistance as may be required.

#### 2. Engineers shall perform services only in the areas of their competence.

- a. Engineers shall undertake assignments only when qualified by education or experience in the specific technical fields involved.
- b. Engineers shall not affix their signatures to any plans or documents dealing with subject matter in which

they lack competence, nor to any plan or document not prepared under their direction and control.

- c. Engineers may accept assignments and assume responsibility for coordination of an entire project and sign and seal the engineering documents for the entire project, provided that each technical segment is signed and sealed only by the qualified engineers who prepared the segment.

#### 3. Engineers shall issue public statements only in an objective and truthful manner.

- a. Engineers shall be objective and truthful in professional reports, statements, or testimony. They shall include all relevant and pertinent information in such reports, statements, or testimony, which should bear the date indicating when it was current.
- b. Engineers may express publicly technical opinions that are founded upon knowledge of the facts and competence in the subject matter.
- c. Engineers shall issue no statements, criticisms, or arguments on technical matters that are inspired or paid for by interested parties, unless they have prefaced their comments by explicitly identifying the interested parties on whose behalf they are speaking, and by revealing the existence of any interest the engineers may have in the matters.

#### 4. Engineers shall act for each employer or client as faithful agents or trustees.

- a. Engineers shall disclose all known or potential conflicts of interest that could influence or appear to influence their judgment or the quality of their services.
- b. Engineers shall not accept compensation, financial or otherwise, from more than one party for services on the same project, or for services pertaining to the same project, unless the circumstances are fully disclosed and agreed to by all interested parties.
- c. Engineers shall not solicit or accept financial or other valuable consideration, directly or indirectly, from outside agents in connection with the work for which they are responsible.
- d. Engineers in public service as members, advisors, or employees of a governmental or quasi-governmental body or department shall not participate in decisions with respect to services solicited or provided by them or their organizations in private or public engineering practice.
- e. Engineers shall not solicit or accept a contract from a governmental body on which a principal or officer of their organization serves as a member.

#### 5. Engineers shall avoid deceptive acts.

- a. Engineers shall not falsify their qualifications or permit misrepresentation of their or their associates' qualifications. They shall not misrepresent or exaggerate their responsibilities in or for the subject matter of prior assignments. Brochures or other presentations incident

to the solicitation of employment shall not misrepresent pertinent facts concerning employers, employees, associates, joint venturers, or past accomplishments.

- b. Engineers shall not offer, give, solicit, or receive, either directly or indirectly, any contribution to influence the award of a contract by public authority, or which may be reasonably construed by the public as having the effect or intent of influencing the awarding of a contract. They shall not offer any gift or other valuable consideration in order to secure work. They shall not pay a commission, percentage, or brokerage fee in order to secure work, except to a bona fide employee or bona fide established commercial or marketing agencies retained by them.

### III. Professional Obligations

#### 1. Engineers shall be guided in all their relations by the highest standards of honesty and integrity.

- a. Engineers shall acknowledge their errors and shall not distort or alter the facts.
- b. Engineers shall advise their clients or employers when they believe a project will not be successful.
- c. Engineers shall not accept outside employment to the detriment of their regular work or interest. Before accepting any outside engineering employment, they will notify their employers.
- d. Engineers shall not attempt to attract an engineer from another employer by false or misleading pretenses.
- e. Engineers shall not promote their own interest at the expense of the dignity and integrity of the profession.
- f. Engineers shall treat all persons with dignity, respect, fairness, and without discrimination.

#### 2. Engineers shall at all times strive to serve the public interest.

- a. Engineers are encouraged to participate in civic affairs; career guidance for youths; and work for the advancement of the safety, health, and well-being of their community.
- b. Engineers shall not complete, sign, or seal plans and/or specifications that are not in conformity with applicable engineering standards. If the client or employer insists on such unprofessional conduct, they shall notify the proper authorities and withdraw from further service on the project.
- c. Engineers are encouraged to extend public knowledge and appreciation of engineering and its achievements.
- d. Engineers are encouraged to adhere to the principles of sustainable development<sup>1</sup> in order to protect the environment for future generations.
- e. Engineers shall continue their professional development throughout their careers and should keep current in their specialty fields by engaging in professional practice, participating in continuing education courses, reading in the technical literature, and attending professional meetings and seminars.

**3. Engineers shall avoid all conduct or practice that deceives the public.**

- a. Engineers shall avoid the use of statements containing a material misrepresentation of fact or omitting a material fact.
- b. Consistent with the foregoing, engineers may advertise for recruitment of personnel.
- c. Consistent with the foregoing, engineers may prepare articles for the lay or technical press, but such articles shall not imply credit to the author for work performed by others.

**4. Engineers shall not disclose, without consent, confidential information concerning the business affairs or technical processes of any present or former client or employer, or public body on which they serve.**

- a. Engineers shall not, without the consent of all interested parties, promote or arrange for new employment or practice in connection with a specific project for which the engineer has gained particular and specialized knowledge.
- b. Engineers shall not, without the consent of all interested parties, participate in or represent an adversary interest in connection with a specific project or proceeding in which the engineer has gained particular specialized knowledge on behalf of a former client or employer.

**5. Engineers shall not be influenced in their professional duties by conflicting interests.**

- a. Engineers shall not accept financial or other considerations, including free engineering designs, from material or equipment suppliers for specifying their product.
- b. Engineers shall not accept commissions or allowances, directly or indirectly, from contractors or other parties dealing with clients or employers of the engineer in connection with work for which the engineer is responsible.

**6. Engineers shall not attempt to obtain employment or advancement or professional engagements by untruthfully criticizing other engineers, or by other improper or questionable methods.**

- a. Engineers shall not request, propose, or accept a commission on a contingent basis under circumstances in which their judgment may be compromised.
- b. Engineers in salaried positions shall accept part-time engineering work only to the extent consistent with policies of the employer and in accordance with ethical considerations.
- c. Engineers shall not, without consent, use equipment, supplies, laboratory, or office facilities of an employer to carry on outside private practice.

**7. Engineers shall not attempt to injure, maliciously or falsely, directly or indirectly, the professional reputation, prospects, practice, or employment of other engineers. Engineers who believe others are guilty of unethical or illegal practice shall present such information to the proper authority for action.**

- a. Engineers in private practice shall not review the work of another engineer for the same client, except with the knowledge of such engineer, or unless the connection of such engineer with the work has been terminated.
- b. Engineers in governmental, industrial, or educational employ are entitled to review and evaluate the work of other engineers when so required by their employment duties.
- c. Engineers in sales or industrial employ are entitled to make engineering comparisons of represented products with products of other suppliers.

**8. Engineers shall accept personal responsibility for their professional activities, provided, however, that engineers may seek indemnification for services arising out of their practice for other than gross negligence, where the engineer's interests cannot otherwise be protected.**

- a. Engineers shall conform with state registration laws in the practice of engineering.
- b. Engineers shall not use association with a nonengineer, a corporation, or partnership as a "cloak" for unethical acts.

**9. Engineers shall give credit for engineering work to those to whom credit is due, and will recognize the proprietary interests of others.**

- a. Engineers shall, whenever possible, name the person or persons who may be individually responsible for designs, inventions, writings, or other accomplishments.
- b. Engineers using designs supplied by a client recognize that the designs remain the property of the client and may not be duplicated by the engineer for others without express permission.
- c. Engineers, before undertaking work for others in connection with which the engineer may make improvements, plans, designs, inventions, or other records that may justify copyrights or patents, should enter into a positive agreement regarding ownership. Engineers' designs, data, records, and notes referring exclusively to an employer's work are the employer's property. The employer should indemnify the engineer for use of the information for any purpose other than the original purpose.

Footnote 1 "Sustainable development" is the challenge of meeting human needs for natural resources, industrial products, energy, food, transportation, shelter, and effective waste management while conserving and protecting environmental quality and the natural resource base essential for future development.

"By order of the United States District Court for the District of Columbia, former Section 11(c) of the NSPE Code of Ethics prohibiting competitive bidding, and all policy statements, opinions, rulings or other guidelines interpreting its scope, have been rescinded as unlawfully interfering with the legal right of engineers, protected under the antitrust laws, to provide price information to prospective clients; accordingly, nothing contained in the NSPE Code of Ethics, policy statements, opinions, rulings or other guidelines prohibits the submission of price quotations or competitive bids for engineering services at any time or in any amount."

**Statement by NSPE Executive Committee**

In order to correct misunderstandings which have been indicated in some instances since the issuance of the Supreme Court decision and the entry of the Final Judgment, it is noted that in its decision of April 25, 1978, the Supreme Court of the United States declared: "The Sherman Act does not require competitive bidding."

It is further noted that as made clear in the Supreme Court decision:

1. Engineers and firms may individually refuse to bid for engineering services.
2. Clients are not required to seek bids for engineering services.
3. Federal, state, and local laws governing procedures to procure engineering services are not affected, and remain in full force and effect.
4. State societies and local chapters are free to actively and aggressively seek legislation for professional selection and negotiation procedures by public agencies.
5. State registration board rules of professional conduct, including rules prohibiting competitive bidding for engineering services, are not affected and remain in full force and effect. State registration boards with authority to adopt rules of professional conduct may adopt rules governing procedures to obtain engineering services.
6. As noted by the Supreme Court, "nothing in the judgment prevents NSPE and its members from attempting to influence governmental action . . ."

Note: In regard to the question of application of the Code to corporations vis-a-vis real persons, business form or type should not negate nor influence conformance of individuals to the Code. The Code deals with professional services, which services must be performed by real persons. Real persons in turn establish and implement policies within business structures. The Code is clearly written to apply to the Engineer, and it is incumbent on members of NSPE to endeavor to live up to its provisions. This applies to all pertinent sections of the Code.



AFFORDABLY CREATIVE ENGINEERING SERVICES INC  
 324 Saint Joseph St.  
 Suite 200  
 Rapid City, SD 57701

# Invoice

Invoice #: 537  
 Invoice Date: 6/16/2023

P.O. Number: On-Demand

**Bill To:**

Town of Hermosa -  
 Gail Boddicker  
 PO BOX 298  
 Hermosa, SD 57744

**Project: Contract & On-Demand**

Description	Hours/Qty	Rate	Amount
WRT Treatment System preliminary design and coordination with manufacturer. Memorandum of current treatment plan provided Submittal to SDDANR June 13, 2023 for review and approval Services March through Invoice Date Total project design anticipated \$53,500 As of date of Invoice project is about 65% complete => \$34,775 - payment \$10,700 = \$24,075	1	24,075.00	24,075.00
Lagoon System Updates from SDDANR and additional design and modifications due to high levels found in test results and concerns from SDDANR	35	90.00	3,150.00
Services provided by Civil Associate Review of Lagoon System Updates from SDDANR and additional design and modifications due to high levels found in test results and concerns from SDDANR	12	125.00	1,500.00
Services provided by P.E. Sales Tax Rapid City 6.5%		6.50%	0.00

**Total** \$28,725.00

**Payments/Credits** -\$24,075.00

**Balance Due** \$4,650.00

Terms
Due on receipt

*Thank You!*

## Gail Boddicker

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**From:** Jack Hieb <jhieb@rwwsh.com>  
**Sent:** Monday, January 29, 2024 6:49 PM  
**To:** Gail Boddicker; Zach Peterson  
**Subject:** Re: Preston Contract

That clause certainly seems to protect the city from any liability associated with the provision of water as long as sewer is provided. I'll let Zach weigh in but I think it's pretty self-explanatory.

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**From:** Gail Boddicker <gail@hermosasd.com>  
**Sent:** Monday, January 29, 2024 3:32:28 PM  
**To:** Zach Peterson <zpeterson@rwwsh.com>; Jack Hieb <jhieb@rwwsh.com>  
**Subject:** FW: Preston Contract

Jack and Zach,  
Jerry asked me to send you the attached agreement the town signed with Preston's. He asked if you would look at, "#2, Pending Litigation."

Gail  
255-4291

**AGREEMENT FOR CONTRIBUTION  
OF DEVELOPER FUNDS FOR PUBLIC IMPROVEMENTS**

THIS AGREEMENT FOR CONTRIBUTION OF DEVELOPER FUNDS FOR PUBLIC IMPROVEMENTS (hereinafter "Agreement") is made and entered into this 8 day of December 2021, by and between the Town of Hermosa, a municipal corporation of the state of South Dakota, whose address is PO Box 298, Hermosa, South Dakota 57744 (hereinafter "Town"), and Preston Family Inc., whose address is 22760 Stone Meadow Rd., Rapid City, South Dakota 57702 (hereinafter "Developer" or "Owner").

**WHEREAS**, Developer owns certain real property which it seeks to voluntarily annex into the Town generally located west of Highway 79 and more specifically described in Exhibit A attached hereto and incorporated herein by this reference (hereinafter "Property"); and

**WHEREAS**, the Town is continuing with of the extension of its water and sewer system consistent with its multi-phase sewer and water expansion plan started in 2007; and

**WHEREAS**, Developer in expectation of the Town's water and sewer mains reaching Developer's land, intends to subdivide and/or develop the Property into residential lots, the effect of which will directly impact and generate the need for on-site and off-site improvements; and

**WHEREAS**, the Developer acknowledges that the public infrastructure improvements (also referred to as the "Improvements") required herein are reasonably attributable to the special impacts that will be generated by the proposed uses of the Property and that the terms and conditions set forth in this Agreement are reasonable, necessary and appropriate; and

**WHEREAS**, Developer has requested that Town provide sewer and water services and has agreed to participate in the funding of the extension of certain municipal water and sewer mains in order to provide said services to residential lots in future Lone Coyote Subdivision; and

**WHEREAS**, the Town has the authority to regulate the subdivision of land within its jurisdiction pursuant to SDCL §11-6-27; and

**NOW THEREFORE**, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree as follows:

**1. FINANCIAL CONTRIBUTION BY DEVELOPER.**

A. Within 30 days of this Agreement Developer hereby agrees to remit \$150,000 to be held by the Town which shall be applied to costs associated with the construction and installation of the subject public Improvements on a 50/50 basis as invoices are received from subcontractors. A \$150,000 irrevocable letter of credit (ILOC) from Black Hills Federal Credit Union will be also simultaneously provided with remittance from which Town may draw upon to pay half of additional invoices. Upon final acceptance by Town of the Improvements, any remaining developer funds shall be refunded to Developer.

(i) Town agrees that Developer's contribution shall not exceed \$300,000. Developer warrants that its \$300,000 contribution will be tendered to the Town and placed into a designated fund for the sole purpose of paying Project costs as described and

illustrated in Exhibit "B" attached hereto and incorporated herein by this reference; said costs may include costs associated with the city engineer review of plans and normal administrative fees associated with the development and the construction of the water and sewer line.

(ii) The anticipated completion date of the Project is March 1, 2022.

B. Developer acknowledges and agrees that additional future sewer connection fees and water tap fees, will be required totaling a combined amount of \$2,000.00 per each connection and which tap fees will be chargeable to the lots who want to hook up to the water and sewer.

C. Town agrees to cooperate with PFI pursuing additional funding sources as permitted by South Dakota Codified Law including but not limited to Tax Assessment Districts and for Tax Increment Financing Districts for certain infrastructure improvements for future phases.

## **2. PENDING LITIGATION.**

Parties acknowledge that there is a pending legal action between the Town of Hermosa and Southern Black Hills Water System which may result in a Federal Court Order prohibiting to the Town from providing water to Lone Coyote Subdivision; however Developer agrees that with or without Hermosa providing water, sewer service is critical to the development of its subdivision and will release Town from any obligation to provide water regardless of any obligations of Town created herein and the consideration paid by Developer.

## **3. INDEMNIFICATION.**

Developer agrees to indemnify and hold harmless the Town and its officers and employees from and against all liability, claims, demands and expenses, including court costs and attorney fees, resulting from any act on account of any injury, loss or damage, which arise out of or are in any manner connected with the work to be performed under this Agreement if such death injury, loss or damage is caused in whole or in part by the negligent act or omission, error, professional error, mistake, accident or other fault of Developer, any Subcontractor of Developer or any officer, employee or agent of Developer. The obligations of this section shall not apply to the extent the Town becomes liable by final judgment to pay a third party as the result of the negligent act or omission, error, professional error, mistake, accident or other fault of the Town.

Town agrees to indemnify and hold harmless the Developer and its officers, directors and employees from and against all liability, claims, demands and expenses, including court costs and attorney fees, resulting from any act on account of any injury, loss or damage, which arise out of or are in any manner connected with the work to be performed under this Agreement if such death injury, loss or damage is caused in whole or in part by the negligent act or omission, error, professional error, mistake, accident or other fault of Town, any Subcontractor of Town or any officer, employee or agent of Town. The obligations of this section shall not apply to the extent the Developer becomes liable by final judgment to pay a third party as the result of the negligent act or omission, error, professional error, mistake, accident or other fault of the Developer.

## **4. MISCELLANEOUS PROVISIONS.**

A. Governing Law and Venue. This Agreement shall be governed by the laws of the state of South Dakota, and venue shall be in the Circuit Court for the Seventh Judicial Circuit, County of Custer, state of South Dakota. The parties hereto agree and acknowledge that this Agreement may be enforced at law or in equity.

B. Governmental Immunity Act. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions of South Dakota Codified Law.

C. Title and Authority. Developer warrants to the City that it is the record owner of the Property. Each individual executing this Agreement covenants and warrants that he or she is fully authorized to execute this Agreement on behalf of the party he or she represents.

D. No Waiver. The failure of the Town to take timely action with respect to the breach of any term, covenant or condition hereof shall not be deemed to be a waiver of such performance by Developer, or a waiver of any subsequent breach of the same, or any other term, covenant, or condition herein contained.

E. Binding Effect. This Agreement shall be binding on the parties hereto and their respective heirs, successors and assigns.

F. Entire Agreement. This Agreement shall constitute the entire agreement between the parties with regard to the subject matter herein. No subsequent amendment shall be valid unless made in writing and executed by the parties hereto.

G. Notice. Any notice that may be given under the terms of this Agreement shall be made in writing and shall be deemed made upon personal service or upon mailing by United States Mail, postage prepaid, to the other party, unless amended by written notice, as follows:

**DEVELOPER:**

Preston Family, Inc.  
22760 Stone Meadow Rd.  
Rapid City, SD 57702

**TOWN:**

Town of Hermosa  
PO Box 298  
Hermosa, SD 57744

H. Severability. To the extent that this Agreement may be executed and performance of the obligation of the parties may be accomplished within the intent of this Agreement, the terms of this Agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.

I. No Third-Party Beneficiary. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Town and Developer, and nothing contained in this Agreement shall give or allow any such claim or action of any third person regarding this Agreement. It is the expressed intention of the Town and the Developer that no person other than the Town or Developer receiving services or benefits under this Agreement shall be deemed a beneficiary hereof.

J. No Partnership or Agency. Notwithstanding any language in this Agreement or any representation or warranty to the contrary, neither the Town or Developer shall be deemed or constitute a partner, joint venturer or agent of the other. Any actions taken by the parties pursuant to this Agreement shall be deemed actions as an independent contractor of the other

IN WITNESS WHEREOF and agreeing to be fully bound by the terms of this Agreement, the parties have executed this Agreement as of the date first written above.

DEVELOPER:

TOWN:

PRESTON FAMILY, INC.

TOWN OF HERMOSA

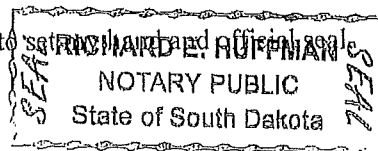
By: [Signature]  
Printed Name Robert C. Preston  
Its President

By: Don Holsworth  
Printed Name  
Its: Pres.

STATE OF SOUTH DAKOTA )  
)SS.  
COUNTY OF PENNINGTON )

On this the 3<sup>rd</sup> day of December ~~September~~ 2021, before me, the undersigned Notary Public, personally appeared Robert C. Preston who acknowledged himself to be the President of Preston Family, Inc., a South Dakota corporation, and that he, as such, President being authorized so to do, executed the foregoing instrument for the purposes herein contained, by signing the name of the corporation by himself as President

IN WITNESS WHEREOF, I have hereunto set my hand and official seal  
[Signature]  
Richard E. Huffman Notary Public  
My commission expires March 20, 2023  
(S E A L)



STATE OF SOUTH DAKOTA )  
)SS.  
COUNTY OF CUSTER )

On this the 8 day of December, 2021, before me, the undersigned Notary Public, personally appeared Don Holsworth, who acknowledged himself to be the President of the Town Board for the Town of Hermosa, and that he, as such President being authorized so to do, executed the foregoing instrument for the purposes herein contained, by signing the name of the corporation by himself as President.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal  
[Signature]  
Notary Public  
My commission expires: 6-14-2024  
(S E A L)



## Gail Boddicker

---

**From:** Anthony Theodorou <anthony.theodorou@kljeng.com>  
**Sent:** Wednesday, January 24, 2024 7:16 AM  
**To:** Jerry Styles  
**Cc:** Jill Dybvig; Gail Boddicker; Vick Henrichsen  
**Subject:** RE: KLJ to prepare a cost estimate and a draft task order to update the Comprehensive Plan

Jerry,

Historically, Black Hills Council of Governments has done nearly all the planning and zoning work for cities and counties. They charge for this service (Lead and Sturgis paid \$20k each) on top of the dues and admin fees to the districts.

However, BHCOG is currently short staffed, so I may be able to get my planners to help instead but want to make sure the town gets exactly what they need for a reasonable price.

My planners want to ask the following questions to gain inside into your needs. Here are their questions:

1. *What is the main driving force to update the Comp Plan now? For example: new growth residential and/or commercial; renovation of existing, new annexation, or developing dormant projects.*
2. *Do you anticipate updating the zoning and subdivision codes soon after the new plan is adopted?*
3. *What is the condition and capacity of the town's infrastructure and utilities? Can they serve what you have and/or take on new projects? Do you have good maps and information?*
4. *How much public engagement or input would you like to see in the project? Social and traditional media, local sources (newsletter), public meetings (recommend at least two in person).*
5. *How far out do you want the plan to extend? Beyond the city limits one, two, three miles? Involvement of Custer County?*
6. *What other plans are available, such as economic development, school district, parks and recreation, utility (public and private), SDDOT and Custer County?*
7. *What is time frame 10, 20, 30 years out?*
8. *What schedule are you looking to complete the plan? Typically, one year.*
9. *What are your budget expectations?*
10. *What role and assistance will the staff and elected officials provide in reviewing and developing the plan?*

Anthony Theodorou PE  
Senior Project Manager  
KLJ  
605-872-5012 Direct  
605-569-3646 Cell  
18 E. Main St., Ste. 229  
Rapid City, SD 57701  
[kljeng.com](http://kljeng.com)

**From:** Jerry Styles <styles@hermosasd.com>  
**Sent:** Sunday, January 21, 2024 10:56 AM  
**To:** Anthony Theodorou <anthony.theodorou@kljeng.com>; Dana Foreman <Dana.Foreman@kljeng.com>  
**Cc:** Jill Dybvig <jill@hermosasd.com>; Gail Boddicker <gail@hermosasd.com>; Vick Henrichsen <vickilhenrichsen@gmail.com>  
**Subject:** KLJ to prepare a cost estimate and a draft task order to update the Comprehensive Plan

**CAUTION:** This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Anthony,

In the 9 Jan 2024 BOT meeting it was approved to have KLJ prepare a cost estimate and draft task order to update the Comprehensive Plan. Please prepare a draft task order and a cost estimate to be presented to the BOT for their approval. You can contact Jill or Gail to have them provide the current Comprehensive Plan. A detailed outline of what needs to be accomplished for the update to the Comprehensive Plan will aid in the BOTs review/approval. A list of items that will need to be provided by the Town so KLJ can do the update of the comprehensive plan would also be useful in the approval process by the BOT.

Thanks,  
Jerry

Date	Work Order #	Address	Description	Requested By	Assigned To	Priority	Completion Date	Status	Comments
2/3/2023	2023-09	280 Manning	SEWER LEAK!!!!	Joan	Chucks	MEDIUM			On hold - Rotor Rooter bill paid by town.
5/23/2023	2023-32	260 Ferguson	Fix all culverts Ferguson Dev.	Chuck		MEDIUM			
8/4/2023	2023-35		Put up sign again by railroad tracks	Gail					
8/15/2023	2023-51	Fairgrounds Plc	Install Speed Limit Signs	LE					
8/15/2023	2023-52	Ferguson Rd	Fill Pot Hole just of Main St	Town Board					
8/21/2023	2023-44	350 Vilas	Same meter reading 3 months	Jill		LOW			10/26/2023-Reissed to Chuck
8/21/2023	2023-45	355 Main St.	Meter not working	Jill		LOW			10/26/2023-Reissed to Chuck
10/26/2023	2023-56	Pasture- BH Electric	New meter need to be installed	Chuck					
10/26/2023	2023-58	805 Marie St.	Meter reader needs to be moved	Linda		MEDIUM			
10/30/2023	2023-62	2nd, Folsom, Folsom Ct	Lights burned out	Resident		MEDIUM			
11/7/2023	2023-63	355 Main St.	Dig up meter pit	BOT					
11/7/2023	2023-64	N. 2nd & Folsom	Street light out - Masonic Hall	Gail		MEDIUM			
11/28/2023	2023-67		take pictures of traffic signs to order seals	Irvine		MEDIUM			
12/8/2023	2023-69	111 N. 5th St.	Install new meter	Chuck		MEDIUM			
12/18/2023	2023-72	390 Manning	Broke - Black dot hangin	Jill		MEDIUM			

## 2024

1/11/2024	2024-01		Repair alley north of town office	Citizen	Jerry	MEDIUM			
1/23/2024	2024-02	310 Ferguson	DOT reader needs to be installed	Linda K.	Chuck	MEDIUM			
2/1/2024	2024-03	150 Rupp St. #5	Deliver new water meter	Jill	Chuck				

## Gail Boddicker

---

**From:** secretary@paceinc.net  
**Sent:** Monday, January 29, 2024 1:20 PM  
**To:** twnhrmsa@custercountysd.com; Jill Dybvig; Monika Serviss; Gail Boddicker  
**Cc:** alex.h@paceinc.net  
**Subject:** FW: 2024 rates for municipal maintenance  
**Attachments:** Hermosa, SD.PDF

### 2024 ESTIMATE for Hermosa, SD

Vac-Truck Mobilization: 746 miles \* \$4.50 = \$3,357

TV Van Mobilization: 746 miles \* \$3.50 = \$2,611

Clean & TV 8" Sewer: 8,000 LF \* \$2.65 = \$21,200

**TOTAL = \$27,168.00**

Thank you,

*Teresa B.*

Administrative Assistant

Office (406) 252-5559



**From:** secretary@paceinc.net [mailto:secretary@paceinc.net]

**Sent:** Friday, January 26, 2024 11:48 AM

**To:** twnhrmsa@custercountysd.com

**Subject:** 2024 rates for municipal maintenance

Good Morning,

Please see the attachments for our 2024 new municipal maintenance rates. Please sign, date and return to [secretary@paceinc.net](mailto:secretary@paceinc.net).

Thank you,

*Teresa B.*

Administrative Assistant

Office (406) 252-5559





## Municipal Maintenance Contract

Email: [secretary@paceinc.net](mailto:secretary@paceinc.net)  
 Office: (406)252-5559  
 PO Box 51330 - Billings, MT 59105

<b>Contract Submitted To:</b> Town of Hermosa		<b>Job Summary:</b> Yearly Maintenance		<b>Today's Date:</b> January 26, 2024	
<b>Contact:</b> Public Works Department		<b>Job Location:</b> Various Streets		<b>Expiration Date:</b> December 31, 2024	
<b>E-Mail:</b> <a href="mailto:twnhmsa@custercountysd.com">twnhmsa@custercountysd.com</a>		<b>Wage Rate:</b> Non-Prevailing Wage		<b>YOU ARE RESPONSIBLE FOR SCHEDULING ANNUAL MAINTENANCE. PACE MUST HAVE A 30 DAY MINIMUM NOTICE FOR SCHEDULING.</b>	
		<b>Phone:</b>			
<b>Clean Sanitary &amp; Storm Sewers:</b> If lines are not cleaned after two (2) complete passes an hourly rate of \$425.00 will be added to footage price.	6" - 8"	\$1.40 / Lf	18"	\$1.75 / Lf	
	10"	\$1.50 / Lf	20"	\$1.90 / Lf	
	12"	\$1.55 / Lf	24"	\$2.00 / Lf	
	15"	\$1.65 / Lf	30" - 36"	\$2.15 / Lf	
<b>Televise Sanitary &amp; Storm Sewers:</b> Includes report and cleaning videos.	6" - 10"	\$1.50 / Lf	18" - 24"	\$2.00 / Lf	
	12" - 15"	\$1.75 / Lf	30" - 36"	\$2.25 / Lf	
<b>Clean &amp; TV Sanitary &amp; Storm Sewers:</b> Includes two (2) cleaning passes & a cloud-based storage link to download videos and reports. Hard copy reports can be provided for an additional \$30.00	6" - 8"	\$2.65 / Lf	18"	\$3.50 / Lf	
	10"	\$2.75 / Lf	20"	\$3.65 / Lf	
	12"	\$3.00 / Lf	24"	\$3.75 / Lf	
	15"	\$3.25 / Lf	30" - 36"	\$3.95 / Lf	
<b>Other Rates:</b> Hourly rates have a two (2) hour minimum, with the exception of labor, safety meetings, and mobilization.	Clean Lift Stations/Catch Basins/Manholes	\$425.00 / Hr	Additional Labor (Ea)	\$120.00 / Hr	
	Root Cutting	\$425.00 / Hr	Safety Meetings/Training	\$120.00 / Hr	
	Vactor Truck Rate	\$425.00 / Hr	Equipment Standby (Ea)	\$300.00 / Hr	
	CCTV Required Reversals	\$120.00 / Ea	Vactor Truck Mob Rate	\$4.50 / Mile	
	TV Van Rate	\$375.00 / Hr	TV Van Mob Rate	\$3.50 / Mile	
	<i>Call the office for information and rates on root control, point repairs, tap cutting or sludge removal.</i>				

- \*Mobilization is charged for all miles traveled to and from from the project location, rounded up to the full mile.
- \*Ambient temps must be at least 25 degrees and rising in order for all cleaning and CCTV work - temps include windchill.
- \*Cleaning price includes cleaning & removal of debris in sewer or storm mains & inside manholes. Branch lines or service lines not included.
- \*CCTV includes cloud-based storage link with corresponding reports indicating location of all services & any deficiencies or pertinent information.
- \*CCTV hard copy reports and flash-drive-stored videos can be provided at \$30.00 per copy upon request.
- \*CCTV charged from MH to MH. PACP certified inspections at your request. Indicate prior to Pace's mobilization to the site.
- \*Emergency response for cleaning and/or tv will result in additional charges including a set-up fee of \$650 / Vactor Truck & TV Van.
- \*Owner must locate, uncover, and provide sufficient access to manholes prior to Pace's arrival. Owner must furnish utility maps/plan.
- \*Owner must provide traffic control and bypass pumping/flow control, at no cost to Pace.
- \*Owner to supply rust/sand free water and a dumpsite for the Vactor truck, at no cost to Pace.
- \*Water fill station and dump site must be within a 15 minute drive from the project. Additional charges may apply for further distances.
- \*If a cleaning nozzle, cutting head, camera, or any other cleaning/CCTV component gets stuck and has to be abandoned in place, the owner is responsible for costs associated with retrieving, fixing, and/or replacing the component.
- \*Pace is not responsible for the integrity of pipes, tanks, access points, roadways, curbs, fill stations, dumpsites, or any other property during their scope of work. Any damage incurred, loss of service, or any other associated costs will not be corrected by or charged to Pace.

<b>PAYMENT TO BE MADE: 30 DAYS NET</b>	All material is guaranteed to be as specified. All work to be completed in a substantial workman-like manner according to the specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, & other necessary insurance.
<b>ACCEPTANCE OF CONTRACT:</b>	The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. I understand that we are responsible for scheduling maintenance yearly and that payments will be made as outlined above. This proposal may be withdrawn by Pace if not signed and returned within 30 days. Owner holds Pace harmless and waives it's right of Subrogation. By signing below, I acknowledge and accept all terms of this contract.
<b>Signature:</b>	<b>Date:</b>



PO Box 51330 ~ Billings, MT 59105 ~ 406-252-5559 ~ [www.pacemt.com](http://www.pacemt.com)

1/26/2024

RE: Sewer Maintenance

Dear Valued Customer,

We have attached a maintenance contract with our current rates; these rates are valid until December 31, 2024 (custom date contracts can be discussed at your request). We offer these *discounted rates* to municipalities in order to keep your investments running smoothly and it is highly suggested it be done on a yearly basis. Most municipalities have a rotating system where they section the town into 2 or more sections and then have us clean and/or televise one section each year; we are more than happy to help you come up with a maintenance plan tailored to fit your needs.

Please look over the attached maintenance contract and, if you accept the terms & would like to be added to the schedule, sign and date it at the bottom and return a copy to us. *You are solely responsible for scheduling your maintenance; it will not be scheduled until we receive a signed and dated copy of the contract.* Pace may reach out to schedule if we are planning a trip to your area.

**Pace has added a new service: Trenchless Spot Repairs. Take care of infiltration problem areas, broken, or offset pipes for good with this no-dig solution. Costs are far below traditional open cut repairs, contact us today for pricing!**

Please keep in mind that we need 25° F and rising for our trucks to operate properly, so we suggest scheduling your maintenance as soon as you can to insure timely service and availability. Please don't hesitate to contact us if you have any questions or concerns. For scheduling, please call the office at 406-252-5559 or e-mail [secretary@paceinc.net](mailto:secretary@paceinc.net).

Best regards,  
Pace



## Municipal Maintenance Contract

Email: [secretary@paceinc.net](mailto:secretary@paceinc.net)  
 Office: (406)252-5559  
 PO Box 51330 - Billings, MT 59105

<b>Contract Submitted To:</b> Town of Hermosa		<b>Job Summary:</b> Yearly Maintenance		<b>Today's Date:</b> January 26, 2024	
<b>Contact:</b> Public Works Department		<b>Job Location:</b> Various Streets		<b>Expiration Date:</b> December 31, 2024	
<b>E-Mail:</b> <a href="mailto:twnhrmsa@custercountysd.com">twnhrmsa@custercountysd.com</a>		<b>Wage Rate:</b> Non-Prevailing Wage		YOU ARE RESPONSIBLE FOR SCHEDULING ANNUAL MAINTENANCE. PACE MUST HAVE A 30 DAY MINIMUM NOTICE FOR SCHEDULING.	
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<b>Signature:</b>	<b>Date:</b>

HERMOSA TOWN BOARD  
TRACKING ISSUES

- A. Street signs
  - Intersection at south entrance of school
  - 5<sup>th</sup> and Main (north of school)
- B. Decommission the 2003 Chevy Tahoe at an estimated cost of \$1000 and request to surplus 2003 Chevy Tahoe plus any equipment removed from the vehicle that cannot be used in a future vehicle; and surplus the tires from the 2012 Chevy Tahoe via Ramsey Auctions to auction surplus items for the Town of Hermosa at 6% vehicle sales commission and 15% other items sales commission
- C. Bond Schedule
- D. Shorb's easement requirements owed to them by town
- E. Water Connection Issue – 355 Main Street
- F. Future Agenda Item-repair concrete bridge
- G. SBI
- H. Town Office parking/lower level
- I.

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

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

CHAPTER 52: GARBAGE AND REFUSE

§ 52.03 YARD WASTE COLLECTION.

Yard waste collection is limited to those customers (lots/homes) paying for garbage service through the Town of Hermosa's Garbage and Refuse contract. Yard waste will not be collected for disposal, it must be delivered without any container to the yard waste disposal containers located on 1st Street. No yard waste shall be commingled with any trash, rubbish, infectious or hazardous waste, or other non-yard waste materials.

(Ord. passed 6-19-2018)

Dated this 23rd day of January 2024

BOARD OF TRUSTEES:

\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Finance Officer

First Reading:

Second Reading:

Publication:

Effective Date:



**METERING AND  
TECHNOLOGY  
SOLUTIONS**

Metering And  
Technology Solutions  
12016 Riverwood Dr  
Burnsville MN 55337  
United States

# Estimate

#EST1864

2/2/2024

**Customer**

Chuck Ferguson  
City of Hermosa  
PO Box 298  
Hermosa SD 57744  
United States

**TOTAL**

**\$66,810.00**

**Expires: 3/3/2024**

**Expires**

3/3/2024

**Sales Rep**

Farrell Anderson

Quantity	Item	Rate	Amount
1	<b>BEACONENGAGEMENT</b> BEACON Engagement Fee; Service1-500  Badger Meter Beacon fees billed directly to the utility: \$1.02 / Orion Cellular endpoint (each) / month  The utility will need to contact their Utility Billing Software vendor for the cost and availability to implement a Beacon interface.	\$11,700.00	\$11,700.00
1	<b>BeaconBillingIntegration</b> 66220-005 Beacon Billing Integration Fee 1-500	\$0.00	\$0.00
1	<b>CDTDBEACONAMA</b> Getting Started with Beacon AMA Onsite Training 69328-203 (Cellular)	\$0.00	\$0.00
90	<b>UG25GAL8DHRE25TT</b> M25 Gallon 8 Dial HRE with 25' Twist Tight Wire; Torx Screws	\$99.00	\$8,910.00
280	<b>UGORIONCELLENDM8TT</b> Orion LTE-M/C Cellular-M Endpoint **M**; 8" Twist Tight; 64394-031 Wall Mount	\$165.00	\$46,200.00
		<b>Subtotal</b>	\$66,810.00
		<b>Tax Total (0%)</b>	\$0.00
		<b>Total</b>	\$66,810.00