

HERMOSA TOWN BOARD
TUESDAY, DECEMBER 16, 2025
REGULAR MEETING @ 6:00 PM



- 1) **ROLL CALL:**
 - A. BOT Roll Call: Kramer, Ferguson, Koontz, Serviss
 - B. Acknowledgement of other Attendees
 - C. Pledge of Allegiance to be led by Koontz
- 2) **CALL FOR CHANGES:**
 - A. Review of current agenda items
 - B. Motion to accept the agenda as presented/amended
- 3) **CONSENT CALENDAR:**
 - A. Approval of December 2, 2025, regular meeting minutes and December 8, 2025, special meeting minutes
- 4) **CONFLICT OF INTEREST DECLARATION:**
- 5) **TOWN/FEMA UPDATES:**
 - A.
- 6) **ENGINEER:**
 - A. Approve Invoice to King Brown Welding in the amount of \$1,122.45 for motor mount in WWTP
 - B. Approve Pay Application #2 from Quinn Construction in the amount of \$32,647.36
- 7) **PLANNING & ZONING:**
 - A. Approve Memorandum of Understanding on TIF2 Tenaya Street and Walter Street Sewer and Road extension and associated eligible expenses for H2O Clear Solutions Developer Agreement
- 8) **PUBLIC WORKS:**
 - A. Streets, Street Light Repairs, Water & Sewer Department Updates
 - B. Open Work Orders
 - C. Public Works 2026 Contract
 - D. Inventory of Town property in Ferguson Construction Shop
 - E. Streets- Contract work presentation
 - F. Approve directing Town Planner to prepare RFPs for Contract Operations: General Facilities Maintenance, Street Maintenance, Snow Removal
 - G. Approve new hire of Laura Eickhoff as meter reader at a wage of \$16.50 per hour with a three-month probationary period and successful background check
- 9) **LAW ENFORCEMENT/ABATEMENTS/COMPLAINTS:**
 - A. Marshal report
- 10) **LEGAL:**
 - A. Response to open meeting complaint
 - B. Opinion on Vactor Truck/Serviss proposal Insurance Coverage
 - C. Approval for board president to direct the Town Attorney to write opinions
- 11) **CLAIMS:**
 - A. Review of payroll and claims. Motion to approve as presented/amended.

- 12) **ECONOMIC DEVELOPMENT:**
A.
- 13) **FINANCE OFFICE:**
A. Monthly financials
B. Department updates
C. Approve new hire of Brylee Camire as Administrative Assistant at a wage of \$17.50 per hour with a three-month probationary period and successful background check
D. Approve 2026 BOT Meeting Schedule Calendar
E. Mail Call
F. Approve Holiday schedule for town office hours
- 14) **OLD BUSINESS:**
A. Traffic Violation Fee Schedule
B. Resolution 08-2025 Water Rate Structure
C. Resolution 09-2025 Sewer Rate Structure
- 15) **NEW BUSINESS:**
A. Brosz Engineering 2025 Bridge Maintenance Inspection recommendations
B. Direct Deposit for Contractors Policy
C. 1st Reading Ordinance No 2.077B Supplemental Appropriation Ordinance
- 16) **ITEMS FROM CONSTITUENTS:** No action can be taken by the board on any issue related without being first placed on a future agenda, to allow for proper notice.
 1. Reserved time for public comment is **15 minutes**.
 2. This is a time for citizens of the town of Hermosa or owners of property within town Limits to express concerns or discuss issues having relevance to the town.
 3. Anyone wishing to address the Town Board during this time shall be asked to stand and Identify themselves after being recognized the Board President.
 4. Each person will be allotted **3 minutes** to speak.
 5. After these time limits are reached, all further commentary shall be made only with the Chair's approval.
- 17) **TRUSTEE INPUT:**
- 18) **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
- 19) **ADJOURN: Motion** by _____; Second by _____ to adjourn the meeting at _____ PM.

HERMOSA TOWN BOARD
TUESDAY, DECEMBER 2, 2025
REGULAR MEETING @ 6:00pm

3A

ROLL CALL: Koontz called the meeting to order on Tuesday, December 2, 2025, at 6:01 p.m. Roll Call was held with Ferguson, Koontz and Serviss in attendance. Kramer was absent. Interested citizens, Town Attorney James and Town Engineer Theodorou were also present. Pledge of Allegiance led by Koontz.

CALL FOR CHANGES: Motion by Koontz and seconded by Ferguson to move Item 8G Vaktor truck proposal to Item 6B Engineer ATAC 2025-2030 Operations Contract for Water/Sewer and approve agenda as amended; vote: two aye and Serviss abstained, motion carried.

CONSENT CALENDAR: Motion by Ferguson and seconded by Serviss to approve November 18, 2025, regular meeting minutes and November 23, 2025, special meeting minutes as presented; vote: all aye, motion carried.

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

TOWN/FEMA UPDATES: Motion by Serviss and seconded by Ferguson to table Items 5A Approve dismissal of Benesch 2025 Hermosa Drainage and Sewer Assessment and Improvement Plans Award from July 22, 2025, regular BOT meeting until the next regular BOT meeting; vote: all aye, motion carried. Motion by Serviss and seconded by Ferguson to table Item 5B Approve re-advertisement of Request for Proposals for 2025 Hermosa Drainage and Sewer Assessment Plans until the next regular BOT meeting; vote: all aye, motion carried.

ENGINEER: Discussion was held on the status of business and professional licenses for Anthony Theodorou and Company. Motion by Koontz and seconded by Ferguson to approve the ATAC On-Call Building Official Consulting Service Agreement in the amount of \$7,410. Motion was amended by Koontz and seconded by Serviss to add approval contingent upon ATAC license active through the state; vote on amendment: all aye, motion carried. Vote on original motion: all aye, motion carried. Serviss presented his Vaktor truck proposal. There is a concern about liability insurance and that will be researched. Motion by Koontz and seconded by Ferguson to approve ATAC 2025-2030 Operations Contract for Water/Sewer with the contingency of ATAC license active through the state; vote: all nay, motion failed. Theodorou will prepare a one-year contract and present at the next regular meeting. Motion by Koontz and seconded by Serviss to approve ATAC 2026 On-Call Planner and Grant Writer Consulting Services Agreement in the amount of \$71,860, with the contingency that ATAC license active through the state; vote: all aye, motion carried.

PLANNING & ZONING: No items presented.

PUBLIC WORKS: Serviss reported he is continuing repair of roads. The Christmas decorations that were received from Rapid City have been tested and there are currently 17 ready to be placed on streetlights. The town did receive a total of 27 decorations and 24 brackets. There has been a report of another booster pump leaking and discussion was held on getting all the leaking booster pumps fixed. The town will need to replace the leaking pumps. Theodorou reported that the WWTP transmission has been shipped and the wastewater treatment plant should be operational by Christmas. Theodorou is also preparing and RFP for the new Madison well and the water treatment plant. The open work orders were provided in the packet. Kel is working with Holsworth to identify work that was done on street maintenance and billing for the use of equipment. Motion by Serviss and seconded by Koontz to approve creation of door hangar for notification to residents affected when public utilities work is being performed; vote: all aye, motion carried. The town is continuing to formulate list of duties for a potential town public works employee.

CLAIMS: Motion by Serviss and seconded by Ferguson to approve the Payroll and Claims as presented: vote: all aye, motion carried. A & B BUSINESS, monthly printer/fax fee, \$554.05; ATAC, engineering fees for SWSRF/WTP/new well/TIF #2, 9,680.00; BANK WEST, monthly classic web banking fee, \$25.00; BANKWEST CREDIT CARD, keys/stamps/adobe/staples/copy paper/certified mail/gear box for WWTP, \$5,843.32; BATTLE CREEK FIRE DEPARTMENT, July/August/September TIF #1 taxes, \$762.60; VONDA BELT, reimburse Lysol cleaning supplies, \$6.03; BENESCH, final invoice engineering fees for Lone Coyote Water & Sewer, TIF #2, Watersmart Grant, FY22 DWSRF, North Water Tank, and Wastewater Treatment Plant, \$10,178.26; BLACK HILLS ELECTRIC, electric utilities October 2025, \$2,862.18; CUSTER COUNTY AUDITOR, July/August/September TIF #1 taxes, \$2,458.08; CUSTER SCHOOL DISTRICT, July/August/September TIF #1 taxes, \$8,998.65; DOOR SECURITY PRODUCTS, set up ICNow on camera system, \$168.37; CHUCK FERGUSON, contract services November 2025, \$3,120.00; HERMOSA ARTS & HISTORY ASSOCIATION, \$500.00; RURAL DEVELOPMENT, RD1 Loan-November 2025 interest & principal, \$1,278.00; RD2 Loan-November 2025 interest & principal, \$417.00; RD3 Loan-November 2025 interest & principal, \$222.00; SD DEPARTMENT OF REVENUE, sales tax September/October 2025, \$291.95; SOUTH DAKOTA MUNICIPAL LEAGUE, 2026 annual membership dues, \$661.00; SD PUBLIC ASSURANCE ALLIANCE, annual liability and property insurance premium, \$19,076.32; TOWN OF HERMOSA, reinvestment of CD funds, \$140,501.08; **Accounts Payable Total: \$207,603.89.** Payroll related: Total Paid on 11/28/2025; General, \$4,448.82; Water, \$301.47; Sewer, \$102.91; Promoting City/BBB, \$34.30; EFTPS-Electronic Federal Tax, \$1,246.78; FED/FICA TAX, \$1,295.76; HEALTH POOL OF SD, \$1,043.57; **Total Payroll Related Paid: \$8,473.61. REPORT TOTAL: \$216,077.50.**

LAW ENFORCEMENT/ABATEMENTS/COMPLAINTS: No marshal report was given. The Custer County log was provided in the packet.

LEGAL: Motion by Koontz and seconded by Ferguson to appoint Scott James as Town Attorney; vote: all ayes, motion carried. James provided the board with a new resolution for the water rate structure to include historical and religious rates and an application for historic/religious water user status. A new resolution for both water and sewer rates will be presented at the next regular meeting.

BREAK: The board took a ten-minute break and reconvened at 8:20 p.m.

ECONOMIC DEVELOPMENT: Serviss gave an update from the Hermosa Connects meeting he attended. There will be an information forum regarding the ambulance district proposal on December 10, 2025. A cemetery clean-up day will be scheduled for April 15, 2026, or April 25, 2026.

FINANCE OFFICE: Monthly financials are delayed until the next regular meeting. Cornelison reported that interviews for the vacant administrative assistant position will be conducted this week. The board approved the two-year audit proposal from Independent Audit Services at the last meeting. More research will be done on switching vendors for phone and internet services as Midco cannot provide the phone service.

OLD BUSINESS: Motion by Koontz and seconded by Serviss to table the approval of water tap for neighborhood referred to as East Hermosa Water Users until the next regular meeting; vote: all aye, motion carried.

NEW BUSINESS: The second reading of Ordinance 73: Traffic Schedules was held. Motion by Serviss and seconded by Ferguson to approve; vote: all aye, motion carried.

CHAPTER 73: TRAFFIC SCHEDULES

Schedule

I. Speed limits

SCHEDULE I. SPEED LIMITS.

(A) It shall be unlawful for any person or persons, except law enforcement officers while on duty, or emergency services personnel while operating an emergency vehicle, to drive or operate any automobile, truck, motorcycle or other vehicle at a speed greater than the posted speed limit through the corporate limits of the town within a zone marked by highway speed signs.

(B) Upon conviction of a violation of division (A) above, the person shall be punished by a fine in an amount set by the Board of Trustees, as per the current fee schedule, or by imprisonment for a period not exceeding 30 days or by both a fine and imprisonment.

(Ord. 7, passed 6-6-1949; Ord. passed 8-5-1974, Amended by Ordinance 12-2-2025)

The board discussed a fee schedule to accompany this Ordinance. More research will be needed to determine the fees.

CITIZENS/TRUSTEE INPUT: Audience and trustees had input. For full verbiage, please see the video recording posted on the town's You Tube channel. A video presentation of the lagoon expansion project was played and will be made available on the town YouTube channel.

EXECUTIVE SESSION: No Executive Session was held.

ADJOURN: Motion made by Koontz and seconded by Ferguson to adjourn meeting at 9:06 p.m., vote: all aye, motion carried.

ATTEST:

Terri Cornelison
Finance Officer

Kelburn Koontz
Town Board President

Published once at the approximate cost of _____.

Published once at the approximate cost of _____.

**HERMOSA TOWN BOARD
TUESDAY, DECEMBER 8, 2025
SPECIAL MEETING @ 5:00 pm**

ROLL CALL: Koontz called the meeting to order on Tuesday, December 8, 2025, at 5:00 p.m. with the following members present: Ferguson, Koontz, and Serviss. Kramer was absent. Town Engineer Theodorou and interested citizens were also present. Pledge of Allegiance led by Koontz.

CALL FOR CHANGES: Motion by Serviss and seconded by Koontz to change Item 5C to Discussion on ATAC 2025-2026 Operations Contract for Water/Wastewater, move Executive Session to Item 6.5 and approve the agenda as amended; vote: all aye, motion carried.

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

ITEMS OF BUSINESS: Motion by Koontz and seconded by Ferguson to approve dismissal of Benesch 2025 Hermosa Drainage and Sewer Assessment and Improvement Plans Award from July 22, 2025, regular BOT meeting; vote: all aye, motion carried. Motion by Koontz and seconded by Serviss to approve re-advertisement of Request for Proposals for 2025 Hermosa Drainage and Sewer Assessment and Improvement Plans. Motion by Serviss and seconded by Koontz to amend the motion to include upon review by Headwaters with consideration of any work completed thus far; vote on amendment: all aye, motion carried. Vote on original motion: all aye, motion carried. Discussion was held on the ATAC 2025-2026 Operations Contract for Water/Wastewater, which was retracted by Theodorou.

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

EXECUTIVE SESSION: No Executive Session was held.

ADJOURN: Motion made by Serviss and seconded by Koontz to adjourn meeting at 5:53 p.m., vote: all aye, motion carried.

ATTEST:

Terri Cornelison
Finance Officer

Kelburn Koontz
Town Board President

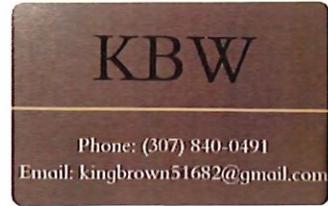
Published once at the approximate cost of _____.

6A

INVOICE

King Brown Welding

110 Hardy Drive
Spearfish South Dakota 57783
US
(307) 840-0491
kingbrown51682@gmail.com



BILL TO	INVOICE NUMBER	237
City of Hermosa	ISSUED	Dec 9, 2025
	DUE	Dec 16, 2025

ITEM	PRICE	QUANTITY	AMOUNT
Water treatment plant	\$1,100.00	1	\$1,100.00
Remove motor mount pedestal and stand. Modify and install new motor mount in upper corner.			

Subtotal	\$1,100.00
VAT (2.041%)	\$22.45
Total	\$1,122.45

Amount due **\$1,122.45**







Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):		Hermosa North Water Tank Project		Quinn Construction		Contractor Project No. 2505		Application Number: 2					
Application Period:		TO		Sub Contractor Project No.		Application Date:		11/5/2025					
Bid Item No.	Item Description	Item Quantity	Units	Contract Information		Estimated Quantity This Period	Value of Work Installed This Period	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F/B)	Balance to Finish (B - F)		
				Unit Price	Total Value of Item (\$)								
GENERAL													
A100	Mobilization	1	LS	\$20,000.00	\$20,000.00						\$20,000.00		
A101	Cleaning and Grubbing	0.15	AC	\$5,000.00	\$750.00						\$750.00		
A105	Incidentals	0.5	LS	\$2,500.00	\$1,250.00						\$1,250.00		
WATER MAIN													
A212	10" DI, 90° Elbow	1	EA	\$2,000.00	\$2,000.00						\$2,000.00		
A219	10" CL-54 DI Water Main	25	LF	\$250.00	\$6,250.00						\$6,250.00		
A221	4" CL-54 DI Water Main	24	LF	\$250.00	\$6,000.00						\$6,000.00		
A230	4" DI, 90° Bend (Flanged)	1	EA	\$750.00	\$750.00						\$750.00		
A231	4" DI, 90° Bend (Mechanical Joint)	2	EA	\$750.00	\$1,500.00						\$1,500.00		
EXCAVATION													
A300	Excavation (Common)	233	CY	\$30.00	\$6,990.00						\$6,990.00		
A301	Compaction of Earthwork (Earth Fill)	233	CY	\$30.00	\$6,990.00						\$6,990.00		
A302	Common Excavation (Unstable/Undercut)	23.3	CY	\$30.00	\$699.00						\$699.00		
A303	Compaction of Earthwork (Structural Backfill)	23.3	CY	\$30.00	\$699.00						\$699.00		
DRAINAGE													
A401	10" SDR35 PVC Cleanout	1	EA	\$2,153.00	\$2,153.00						\$2,153.00		
A402	10"x4" SDR35 PVC "Y"	1	EA	\$1,076.00	\$1,076.00						\$1,076.00		
A404	10" SDR35 PVC Pipe	68	LF	\$64.50	\$4,386.00						\$4,386.00		
SURFACING													
A504	Soil Test	1	LS	\$450.00	\$450.00						\$450.00		
MISC.													
A600	Traffic Control	1	LS	\$1,500.00	\$1,500.00						\$1,500.00		
A601	Low Flow Silt Fence	835	LF	\$6.00	\$5,010.00						\$5,010.00		
A602	Concrete Foundations and Slabs	1	LS	\$204,000.00	\$204,000.00						\$204,000.00		
A603	Steel Water Storage Tank - Install	1	LS	\$150,393.00	\$150,393.00						\$150,393.00		
A603A	Steel Water Storage Tank Materials	1.00	LS	\$109,607.00	\$109,607.00	0.33	\$36,274.84		\$72,549.68	66.2%	\$37,057.32		
				Totals			\$532,453.00		\$36,274.84		\$72,549.68	13.6%	\$459,903.32

TANK CONNECTION

EMPLOYEE OWNED

TANK CONNECTION LLC
 3609 N. 16TH STREET
 PARSONS KS 67357
 UNITED STATES

INVOICE

Invoice: 50458
 Invoice Date: 11/5/2025
 Project ID: 11073
 Customer ID: 1798

Phone: 620-423-3010

Fax: 620-423-3999

Bill To: QUINN CONSTRUCTION, INC ATTN: ACCOUNTS PAYABLE 14639 WAGNER LN RAPID CITY SD UNITED STATES	Ship To: CITY OF HERMOSA HERMOSA SD UNITED STATES
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Customer PO: QL37203	Terms: NET 30 DAYS	Ship Via: BEST WAY	Total: \$ 32,647.36
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Line	Ordered	Invoiced	Part Number/Description	Unit Price	Ext Price
1		0.00	30% MAT, TAX TO FAB REL - N30 Milestone Billing	0.0/1	34,157.10

INVOICE

Line	Amount
1 SALES TAX PROJ	34,157.10 6.20 % 2,117.74

MISCELLANEOUS CHARGES:

1.) RETAINAGE -3,627.48

Total \$ 32,647.36

New Tank Connection Remittance Information: Commerce Bank \ Routing 101000019 \ Acct 210313985 \ SWIFT - CBKCUS44

7A

MEMORANDUM OF UNDERSTANDING

FOR COMMERCIAL LAND DEVELOPMENT & INFRASTRUCTURE COST SHARING

DATE:

PARTIES:

1. THE TOWN OF HERMOSA

(Hereinafter referred to as the "TOWN")

Address: 230 Main St, Hermosa, SD 57744

Authorized Representative: Kelburn Koontz, Board President

2. MICHAEL L. SHORT AND/OR ASSIGNS

(Hereinafter referred to as the "DEVELOPER")

Address: PO Box 2711316, Flower Mound, TX 75027

Representative: Michael L. Short

RECITALS

WHEREAS, the DEVELOPER intends to purchase/develop certain commercial land within or adjacent to the boundaries of the TOWN, legally described as a portion of HERMOSA HILLS TRACT REVISED (FORMERLY A PT OF OUTLOT 1)(CONTAINING ALL OF HERMOSA HILLS TR) HERMOSA TOWN (hereinafter, the "PROPERTY").

WHEREAS, the proposed commercial development requires significant infrastructure improvements, including land preparation, utility extensions, engineering, and road construction, which benefit both the PROPERTY and the general public and/or surrounding areas.

WHEREAS, the TOWN and the DEVELOPER agree that it is mutually beneficial to establish a framework for sharing the costs of these necessary improvements.

NOW, THEREFORE, the Parties agree to the following terms and understandings:

ARTICLE I: PURPOSE AND INTENT

1.1 **Purpose:** This MOU sets forth the mutual commitment of the TOWN and the DEVELOPER to cooperate in the planning, design, and financing of certain essential public improvements required for the development of the PROPERTY.

1.2 **Binding Nature:** The Parties acknowledge that this MOU is intended to be a **non-binding statement of intent** to proceed in good faith and is subject to the execution of a definitive, formal, and legally binding Development Agreement.

ARTICLE II: THE PROJECT AND SCOPE OF WORK

2.1 **Project Description:** The PROPERTY is intended for a Grease and Septage Processing Facility.

2.2 **Required Improvements:** The improvements necessary for the development of the PROPERTY and which are subject to cost-sharing under this MOU include, but are not limited to:

- * Acquisition/preparation of the Land.
- * Conditional Land Use and Platting.
- * Extension of the main Sanitary Sewer system (Sewer Extension).
- * Extension and installation of other essential utilities (e.g., water lines, gas, electric).
- * Engineering, surveying, and design services related to the improvements.
- * Construction and/or upgrade of new/existing roads serving the Property (Road Improvements).

ARTICLE III: COST SHARING AND FINANCIAL LIMITS

3.1 **TOWN's Financial Commitment:** The TOWN agrees to contribute toward the total cost of the Required Improvements, as defined in Article II, a total amount **not to exceed Eight hundred and Fifty Thousand Dollars (\$850,000.00)**.

3.2 **Eligible Expenses:** The TOWN's contribution will be applied toward the documented, actual, and reasonable costs incurred for the following categories of work:

- * Land Acquisition/Preparation related to public right-of-way or utility easements.
- * Surveying and Platting services.
- * Engineering and design are necessary for the public-facing components of the improvements.
- * Sewer Extension and related appurtenances.
- * Road Improvements (including grading, paving, and storm drainage).
- * Other Utility Extensions (as agreed upon in the definitive agreement).

3.3 DEVELOPER's Financial Responsibility: The DEVELOPER shall be responsible for all costs of the Required Improvements that **exceed** the TOWN's maximum contribution of \$850,000.00. The DEVELOPER shall also be responsible for all costs not specifically eligible for TOWN funding.

3.4 Payment Structure: The specific schedule and mechanism for the disbursement of the TOWN's contribution (e.g., reimbursement upon completion of milestones, direct payment to contractors) shall be fully defined in the subsequent Development Agreement.

ARTICLE IV: ROLES AND RESPONSIBILITIES

4.1 DEVELOPER's Responsibilities:

- * The DEVELOPER shall hire and manage all necessary consultants, engineers, and contractors.
- * The DEVELOPER shall submit all design, engineering plans, and cost estimates for the Required Improvements to the TOWN for review and approval before beginning construction.
- * The DEVELOPER is responsible for all project administration, cost tracking, and documentation required for reimbursement.

4.2 TOWN's Responsibilities:

- * The TOWN shall review and approve the DEVELOPER's plans and specifications for the Required Improvements in a timely manner.

* The TOWN shall process the payment of its committed funds, up to the maximum amount of \$850,000.00, in accordance with the terms of the final Development Agreement.

* The TOWN shall assist, as required and appropriate, in obtaining necessary permits or governmental approvals.

ARTICLE V: TERMINATION AND ASSIGNABILITY

5.1 **Termination:** Either party may terminate this MOU upon 30 days' written notice to the other party, prior to the execution of a definitive Development Agreement.

5.2 **Assignability:** The DEVELOPER may assign its rights and obligations under this MOU to an entity that is majority-owned or controlled by Michael L. Short ("**Assigns**") only with prior written consent from the TOWN, which consent shall not be unreasonably withheld.

ARTICLE VI: GOVERNING LAW

6.1 This MOU shall be governed by and construed in accordance with the laws of the State of SOUTH DAKOTA.

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Memorandum of Understanding as of the date first written above.

FOR THE TOWN OF HERMOSA	FOR MICHAEL L. SHORT AND/OR ASSIGNS
Signature:	Signature:
Name:	Name: Michael L. Short
Title:	Title: Developer

TOWN OF HERMOSA FINANCE OFFICER:

ATTEST:

Signature:

Name:

Title:

REPORT: Anthony Theodorou PE, Town Engineer

Date: 12/16/2025

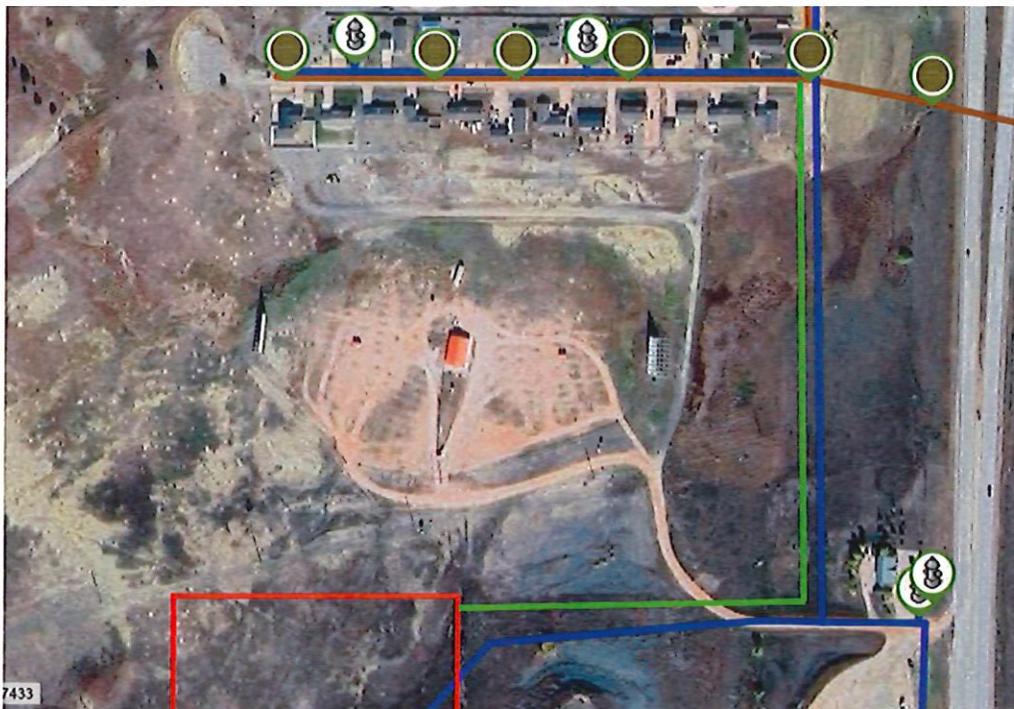
SUBJECT: PRE-PLANNING MEETING ON HERMOSA HILLS COMMERCIAL LOT DEVELOPMENT

APPLICANT: H2O CLEAR SOLUTIONS LLC, MIKE SHORT

SUMMARY:

Mr. Short would like to have a depot for haulers in Hermosa that can store Rapid City and Southern Hills Grease Trap wastewater for transport to Apple Springs as well as a connection to the Town's sewer system to discharge processes water from Apple Springs' Processing Reactor. Approximately 20,000 gallons a week of waste trap grease would be brought to the property at the end of Tenaya and stored in two tanks. That is equivalent of about 1 septage haul truck per day. A tanker truck would come from Apple Springs twice per week to the site, where it would unload processed wastewater into the Hermosa sewer system and load up with waste trap grease for transport to Apple Springs.

In order for the site to be fully used, The town would need to install a sewer line from the end of Tenaya Street ROW approximately 2,000 LF to the end of Marie Street, where it would tap into the existing sewer line. There is an existing utility easement that runs along Tenaya and Walter Streets that has an existing water main (see screenshot below). The proposed sewer line would run parallel to it at the minimum 10 ft. horizontal separation.



Terri Cornelison

From: Doerr, Kyle <Kyle.Doerr@state.sd.us>
Sent: Friday, December 12, 2025 9:14 AM
To: Terri Cornelison
Subject: Proposed Grease Treatment and disposal

Terri,

I just wanted to let you know the Department received an email about a proposed grease treatment at another facility and it listed the disposal of the water from the treatment at the town of Hermosa wastewater plant. I just wanted to make sure you were aware of this proposal and if allowed at the Hermosa wastewater plant, the Town's permit will need to be modified to add additional sampling requirements and limits due to receiving this water.

Please forward this on to the appropriate people.

Thanks,

Kyle Doerr
Engineer III
Water Quality Program
SD Dept. of Agriculture and Natural Resources
Joe Foss Building, 523 E. Capitol, Pierre, SD 57501
Kyle.Doerr@state.sd.us
(605) 773-4810

8B

WO Title	Progress	Date Created	Date Completed	Priority	Service Address
Saddle at sewer tap	Not started	2/3/2023		Medium	280 Maning
Meter not reading	Not Started	12/13/2025	--	None	350 Vilas St
Lot C move meter	Not Started	12/13/2025	--	None	300 E Main St Lot C
Lot 12 Check meter	Not Started	12/13/2025	--	None	300 E Main St Lot 12
Booster Pump leaking	Not Started	12/01/2025	--	None	27 N 5th St
Issues with booster pump	Not Started	09/22/2025	--	None	27 N 5th St
Low water pressure	Not Started	08/11/2025	--	None	855 Main Street
Evidence of sewage leak	Not Started	07/03/2025	--	High	
Water Meter Remote Reader Repair - Follow Up	Not Started	05/16/2025	--	Low	51 N 5th Street, PO Box 282
#2025-01 WILES	Not Started	04/30/2025	--	Medium	27 N 4TH ST

HERMOSA TOWN BOARD
TUESDAY, OCTOBER 1, 2024
REGULAR MEETING @ 6:00pm

8E

ROLL CALL: Kramer called the meeting to order on Tuesday, October 1, 2024, at 6:03 pm with the following members present: Ferguson, Kramer, Koontz, Harris and Serviss. Interested citizens and attorney Hagg were also present. Pledge of Allegiance led by Kramer.

CALL FOR CHANGES: Motion made by Ferguson and seconded by Serviss to approve agenda with the change of moving Item 7 Claims to Item 5, Item 8 Law Enforcement moved to Item 7, Item 9 Public Hearing moved to Item 8 and Item 5 Engineer moved to Item 9; vote: all aye, motion carried.

CONSENT CALENDAR: Motion made by Ferguson and seconded by Serviss to approve September 17, 2024, regular meeting minutes; vote: all aye, motion carried.

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

CLAIMS: Motion made by Ferguson and seconded by Harris to approve Payroll and Claims as presented; vote: all aye, motion carried. AMERICAN LEGAL PUBLISHING, 2-7 supplement pages, \$802.35; BLACK HILLS ELECTRIC COOP, power at lagoon for wastewater treatment system, \$29,872.50; BLACK HILLS LANDSCAPES, sewer line excavate/repair 470 Manning Street, \$2,847.34; CONNIE LEIMER, trap/neuter/release program, \$20.00; DOOR SECURITY PRODUCTS, replace dumpster camera/IC real time/smart IR, \$652.43; DAKOTA SUPPLY GROUP, 8 FLEX CPLG Concxpvc, \$31.38; CHUCK FERGUSON, September 2024 services, \$3,120.00; CHUCK FERGUSON, discharge pipe/pull pump #1/waterline for lagoon, \$3,536.00; GOLDEN WEST TECHNOLOGIES, MFA setup for Administrative Assistant, \$90.00; H2I CKEAR SOLUTIONS, down payment on wastewater treatment system, \$100,000.00; HAGG & HAGG LLP, October retainer/8 billable hours and 98 copies, \$4,724.50; RURAL DEVELOPMENT, RD1 loan-September interest/principal, \$1,278.00, RD2 loan-September interest/principal, \$417.00, RD3 loan-September interest/principal, \$222.00; NORTHWEST PIPE FITTINGS, test ball plug/extension hose for pump/NPT saddle/bushing/PVC sewer, \$545.25; SOUTH DAKOTA DEPARTMENT OF REVENUE, sales tax July and August 2024, \$569.45; **Accounts Payable Total: \$ 148,728.20. Utility Deposit Refunds:** Brandon/Elizabeth Allen, \$65.04; Nicole/Jared Barlow, \$154.95; Triple J & K Properties, \$200.00. **Deposit Refund Total: \$419.99.** Payroll related: Total Paid On: 9/30/2024: General, \$3,686.60, Water, \$454.58, Sewer, \$191.29, Promoting City/ BBB, \$63.67, SOUTH DAKOTA RETIREMENT, \$972.54; EFTPS-Electronic Federal Tax, FED/FICA TAX, \$1,100.94; HEALTH POOL OF SOUTH DAKOTA, \$1,969.00; **Total Payroll Related Paid: \$8,438.62. REPORT TOTAL: \$157,586.81.**

PLANNING & ZONING: Motion made by Kramer and seconded by Serviss to direct Floodplain Administrator to complete hydraulic analysis for Permit #2024-35 – Floodplain Development Application – 259 Donna Street – 10' x 8' wooden shed and to pend permit until next meeting; vote: four aye and one abstain, motion carried. Motion by Serviss and seconded by Ferguson to allow Floodplain Administrator to review Plat for Permit #202-33 – Floodplain Development/Subdivision Plat Application – Parcel 004139 and review at next meeting; vote: all aye, motion carried. Information Permit #2024-38 – Digging/Grading – 500 & 510 Walter Street was presented for information purposes only.

PUBLIC HEARING: Motion made by Ferguson and seconded by Serviss to open public hearing at 7:07 p.m.; vote: all aye, motion carried. Motion by Ferguson and seconded by Serviss to approve the transfer of Malt Beverage License #RB-27834 from Hermosa Community Center LLC to TW Saloon LLC; vote: all aye, motion carried. Motion by Ferguson and seconded by Serviss to approve the new application from TW Saloon LLC for a Retail (on-sale) Liquor License; vote: all aye, motion carried. Motion by Harris and seconded by Ferguson to close the public hearing at 7:08 p.m.; vote: all aye, motion carried.

LAW ENFORCEMENT/ABATEMENTS/COMPLAINTS: There was no Custer County log provided. There are no new current abatements.

ENGINEER: Motion made by Serviss and seconded by Ferguson to approve the cost of smoke testing, unless it was proven there was negligence by the homeowner, for seven sewer customers at \$300 each; vote: four aye and one abstain, motion carried. Motion made by Koontz and seconded by Ferguson to approve the purchase price of \$15,000 and authorize Kramer to sign the land agreement with the Preston family for the North Water Tank once the legal description is received;

vote: all aye, motion carried. Motion made by Kramer and seconded by Koontz to authorize the finance officer to transfer \$140,501.08 from the checking account into a six-month interest-bearing CD at the financial institution offering the best interest rate; vote: all aye, motion carried. This amount represents the amount paid by the Preston family for water tap fees and will be used for sewer development. Motion made by Kramer and seconded by Koontz to approve the proposal with Conifer Construction in the amount of \$149,212.00 for the transport and set-up of the Apple Springs wastewater treatment system; vote: all aye, motion carried. Motion by Harris and seconded by Koontz to approve Ferguson Construction to install a 1,725 foot 1-inch water line to the new Wastewater Treatment Plant at a cost of \$8 per lineal feet and not to exceed the amount of \$13,800; vote: four aye and one abstain, motion carried. Motion made by Ferguson and seconded by Serviss to approve the purchase of 350 lineal feet of 4-inch SDR-35 sewer from the Preston Family for the wastewater treatment plant at a cost of \$5.68 per lineal foot; vote: all aye, motion carried. Neil Putnam, Planner with Benesch joined the meeting by phone to give recommendations for TIF #1 and future TIFs.

BREAK: The board took a 5-minute break and reconvened at 8:30 p.m.

LEGAL: Hagg explained that the project plan for TIF #1 can be amended, and current funds can be used to complete the project identified. Motion by Harris to direct the Town Engineer and Town Attorney to create an amendment to TIF #1 after a work session and be reviewed by the Board of Trustees and present to the county. Motion died for a lack of a second. Motion by Serviss and seconded by Ferguson to dissolve TIF #1; vote, two aye, three nay, motion failed. Motion by Harris and seconded by Koontz to direct the Town Engineer and Town Attorney to create an amendment to TIF #1 and present to the Board of Trustees; vote: three aye, two nay, motion carried.

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

FINANCE OFFICE: The bank reconciliation report was presented. The SDML conference will be held in Sioux Falls, South Dakota, October 8th through October 11th. Cornelison will reserve motel rooms for those wishing to attend. The Finance Officer presented the list of volunteers for the Town of Hermosa, which included Trena Matheny for town website design and Dan Holsworth for town street maintenance. Volunteers for the Town of Hermosa for 2024 were recognized and it is the intent of the Hermosa Town Board of Trustees to cover these volunteers for Work Comp purposes. Motion by Harris and seconded by Koontz to approve the Work Comp coverage for the two volunteers listed; vote: four aye and one nay, motion carried.

OLD BUSINESS: Gravel on Tower Road is pending. Motion by Koontz and seconded by Ferguson to approve the payment for two registrations for members of Hermosa Connects to attend the Fuel the Growth conference being held in Rapid City, October 7th through October 10th, with those attending to report back to the Town Board on what they learned at the conference; vote: all aye, motion carried. Motion made by Harris and seconded by Koontz to support a contest for artwork for the new website design; vote: all aye, motion carried.

NEW BUSINESS: Motion by Koontz and seconded by Harris to approve the proposal from Dan Holsworth in the amount of \$2,750.00 for machine time and fuel expenses; Kramer amended the motion and Serviss seconded the amendment to approve the proposal from Holsworth in the amount of \$2,750.00 for street maintenance; vote: four aye and one nay, motion carried. Motion made by Koontz and seconded by Harris to approve the use of electric service from the town office building for the Christmas tree lights on the tree located between the town office building and the post office building; vote: four aye and one nay, motion carried. The street sign height was pended until the next meeting.

ITEMS FROM CITIZENS/TRUSTEE INPUT: Audience and trustees had input.

EXECUTIVE SESSION: Motion made by Harris and seconded by Koontz to enter Executive Session allowable by SDCL 1-25-2.1- Personnel at 11:07 p.m.; vote: all aye, motion carried. Motion made by Harris and seconded by Serviss to exit Executive Session at 11:17 p.m.; vote: all aye, motion carried. There were no motions made from executive session.

ADJOURN: Motion made by Ferguson and seconded by Serviss to adjourn meeting at 11:17 p.m., vote: all aye, motion carried.

ATTEST:

ACCOUNTS PAYABLE VENDOR ACTIVITY

8F

2024 Ferguson Pymt

VOICE NO	LN	DATE	PO NO	REFERENCE	TRACK		1099	NET	CHECK	PD DATE
					CD	GL ACCOUNT				
23 FERGUSON CHUCK										
1 09 2024	1	1/09/24		Reimburse for zoning issue	101-41400-42900	M	724.60	17450	1/09/24	
38867,68,69	1	1/23/24		Pond B Boat Dock	604-43200-42900	M	1835.00	17459	1/23/24	
38867,68,69	2	1/23/24		140 Fairground Pl,Inspection	101-42300-42200	M	35.00	17459	1/23/24	
38867,68,69	3	1/23/24		1-15,1-16,1-17, 2024	101-43100-42510	M	170.00	17459	1/23/24	
38867,68,69	4	1/23/24		De Icer	101-41400-42600	M	29.99	17459	1/23/24	
38867,68,69	5	1/23/24		Ice Melt	101-41400-42600	M	27.59	17459	1/23/24	
January 2024	1	2/06/24		January 2024 Services	101-43100-42150	M	225.60	17476	1/31/24	
January 2024	2	2/06/24		January 2024 Services	602-43300-42150	M	1555.20	17476	1/31/24	
January 2024	3	2/06/24		January 2024 Services	604-43200-42150	M	1339.20	17476	1/31/24	
38870	1	2/20/24		Snow	101-43100-42510	M	240.00	17501	2/20/24	
38870	2	2/20/24		Ferguson Lift Station	604-43200-42500	M	250.00	17501	2/20/24	
February 2024	1	2/27/24			101-43100-42150	M	225.60	17517	2/29/24	
February 2024	2	2/27/24			602-43300-42150	M	1555.20	17517	2/29/24	
February 2024	3	2/27/24		February 2024 Services	604-43200-42150	M	1339.20	17517	2/29/24	
38871	1	3/05/24		Snow removal	101-43100-42510	M	340.00	17520	3/05/24	
38871	2	3/05/24		Potholes,streets	101-43100-42500	M	320.00	17520	3/05/24	
38872	1	3/19/24		Inspections	101-42300-42200	M	105.00	17531	3/19/24	
38872	2	3/19/24		Bobcat:5th & Manning	602-43300-42500	M	194.00	17531	3/19/24	
March 2024	1	4/02/24		March 2024 services	101-43100-42150	M	225.60	17547	3/29/24	
March 2024	2	4/02/24		March 2024 services	602-43300-42150	M	1555.20	17547	3/29/24	
March 2024	3	4/02/24		March 2024 services	604-43200-42150	M	1339.20	17547	3/29/24	
1022024	1	4/02/24		Snow Removal	101-43100-42510	M	25.00	17549	4/02/24	
1022024	2	4/02/24		Dumpster 3 times	101-43100-42900	M	135.00	17549	4/02/24	
April 2024	1	5/07/24		April 2024 Services	101-43100-42150	M	187.20	17586	4/30/24	
April 2024	2	5/07/24		April 2024 Services	602-43300-42150	M	1466.40	17586	4/30/24	
April 2024	3	5/07/24		April 2024 Services	604-43200-42150	M	1466.40	17586	4/30/24	
38877	1	5/07/24		Snow removal	101-43100-42510	M	30.00	17593	5/07/24	
38877	2	5/07/24		Bobcat 1st-5th st	602-43300-42500	M	100.00	17593	5/07/24	
38877	3	5/07/24		Dig up meter pit/free up valve	602-43300-42500	M	816.00	17593	5/07/24	
38878	1	5/07/24		Additional 10 locates	602-43300-42200	M	225.00	17593	5/07/24	
38878	2	5/07/24		Additional 10 locates	604-43200-42200	M	225.00	17593	5/07/24	
38879	1	5/21/24		Additional Locates - April	602-43300-42200	M	225.00	17606	5/21/24	
38879	2	5/21/24		Additional Locates - April	604-43200-42200	M	225.00	17606	5/21/24	
38879	3	5/21/24		Street light inspect - April	101-43100-42150	M	225.60	17606	5/21/24	
38879	4	5/21/24		Repair cross walk sign	101-43100-42500	M	25.50	17606	5/21/24	
38879	5	5/21/24		Pond doctor maintenance	604-43200-42500	M	171.00	17606	5/21/24	
38879	6	5/21/24		Mileage/RC Sewer samples	604-43200-42630	M	20.40	17606	5/21/24	
38879	7	5/21/24		Mower tire repair	101-41400-42600	M	20.17	17606	5/21/24	
May 2024	1	5/31/24		May 2024 Services	101-43100-42150	M	187.20	17620	5/31/24	
May 2024	2	5/31/24		May 2024 Services	602-43300-42150	M	1466.40	17620	5/31/24	
May 2024	3	5/31/24		May 2024 Services	604-43200-42150	M	1466.40	17620	5/31/24	
881	1	6/04/24		Fix potholes FairGrounds Place	101-43100-42500	M	482.00	17624	6/04/24	
881	2	6/04/24		Fix potholes 2nd St	101-43100-42500	M	420.00	17624	6/04/24	
881	3	6/04/24		Fix potholes West Main	101-43100-42500	M	390.00	17624	6/04/24	
881	4	6/04/24		Fix potholes Walter St	101-43100-42500	M	270.00	17624	6/04/24	
8882	1	6/04/24		Additional locates	602-43300-42200	M	1100.00	17624	6/04/24	
8882	2	6/04/24		Additional locates	604-43200-42200	M	1100.00	17624	6/04/24	
8882	3	6/04/24		Dig up 5 manholes	101-43100-42500	M	135.00	17624	6/04/24	
8882	4	6/04/24		Coordinate jets & cameras	604-43200-42500	M	882.00	17624	6/04/24	
8883	1	6/04/24		Footings/frost walls	101-42300-42200	M	84.00	17624	6/04/24	
8883	2	6/04/24		Water tap	602-43300-42500	M	42.00	17624	6/04/24	
8883	3	6/04/24		Sewer tap	604-43200-42500	M	42.00	17624	6/04/24	
8884	1	6/18/24		Lagoon maintenance	604-43200-42500	M	432.00	17640	6/18/24	

ACCOUNTS PAYABLE VENDOR ACTIVITY

VOICE NO	LN	DATE	PO NO	REFERENCE	TRACK		1099	NET	CHECK	PD DATE
					CD	GL ACCOUNT				
				23 FERGUSON CHUCK						
18884	2	6/18/24		Add'l gravel Fairgrounds Pl	101-43100-42500	M	144.00	17640	6/18/24	
18884	3	6/18/24		Spray weeds at lagoon	604-43200-42500	M	450.00	17640	6/18/24	
18886	1	7/02/24		Additional locates	602-43300-42200	M	200.00	17662	6/27/24	
18886	2	7/02/24		Additional locates	604-43200-42200	M	200.00	17662	6/27/24	
18886	3	7/02/24		Expose main backhoe	602-43300-42500	M	275.00	17662	6/27/24	
18886	4	7/02/24		Plumbing tap main	602-43300-42500	M	500.00	17662	6/27/24	
18886	5	7/02/24		Connect locate wire	602-43300-42500	M	35.00	17662	6/27/24	
18886	6	7/02/24		Backfill/bedding/compost	101-43100-42500	M	180.00	17662	6/27/24	
18886	7	7/02/24		Curbstop/clean up tap site	602-43300-42500	M	330.00	17662	6/27/24	
18886	8	7/02/24		Dig fence hole	101-43100-42500	M	100.00	17662	6/27/24	
ine 2024	1	6/28/24			101-43100-42150	M	187.20	17647	6/28/24	
ine 2024	2	6/28/24			602-43300-42150	M	1466.40	17647	6/28/24	
ine 2024	3	6/28/24			604-43200-42150	M	1466.40	17647	6/28/24	
18887	1	7/16/24		PATCH HOLES HWY 79 & W MAIN	101-43100-42500	M	255.00	17682	7/16/24	
18887	2	7/16/24		PATCH HOLES HWY 79 & TENNA ST	101-43100-42500	M	120.00	17682	7/16/24	
18888	1	7/16/24		LAGOON V DITCH	604-43200-42500	M	437.00	17682	7/16/24	
18888	2	7/16/24		STREET LIGHT INSPECT-JUNE	101-43100-42150	M	225.00	17682	7/16/24	
18889	1	7/16/24		INSPECT WEST CT/WILDER	602-43300-42500	M	60.00	17682	7/16/24	
18889	2	7/16/24		STREET LIGHT INSPECT- JULY	101-43100-42150	M	225.00	17682	7/16/24	
18889	3	7/16/24		ADDITIONAL LOCATES	602-43300-42200	M	200.00	17682	7/16/24	
18889	4	7/16/24		ADDITIONAL LOCATES	604-43200-42200	M	200.00	17682	7/16/24	
ILY 2024	1	7/31/24		JULY 2024 SERVICES	101-43100-42150	M	187.20	17698	7/31/24	
ILY 2024	2	7/31/24		JULY 2024 SERVICES	602-43300-42150	M	1466.40	17698	7/31/24	
ILY 2024	3	7/31/24		JULY 2024 SERVICES	604-43200-42150	M	1466.40	17698	7/31/24	
18890	1	8/06/24		STREET LIGHT INSPECT - AUG	101-43100-42150	M	225.00	17705	8/06/24	
18890	2	8/06/24		PUMP OUT & TRANS TO LAGOON	604-43200-42500	M	250.00	17705	8/06/24	
18890	3	8/06/24		PULL BOTH PUMPS	602-43300-42500	M	250.00	17705	8/06/24	
18890	4	8/06/24		TRIP TO RC FOR PARTS	602-43300-42900	M	60.00	17705	8/06/24	
18890	5	8/06/24		LABOR TO REPAIR PUMPS	602-43300-42500	M	590.00	17705	8/06/24	
18891	1	8/15/24		BALL VALVE	602-43300-42600	M	55.18	17720	8/20/24	
18891	2	8/15/24		REPAIR ST SIGN FAIRGRNDS PL	101-43100-42500	M	50.00	17720	8/20/24	
18891	3	8/15/24		ROUND TRIP TO BELLE FOURCHE	602-43300-42900	M	73.95	17720	8/20/24	
:302024	1	8/30/24		AUGUST 2024 SERVICES	101-43100-42150	M	187.20	17729	8/30/24	
:302024	2	8/30/24		AUGUST 2024 SERVICES	602-43300-42150	M	1466.40	17729	8/30/24	
:302024	3	8/30/24		AUGUST 2024 SERVICES	604-43200-42150	M	1466.40	17729	8/30/24	
8894	1	8/29/24		INSTALL SIGNS-STOP/NO OUTLET	101-43100-42500	M	85.00	17742	9/03/24	
8894	2	8/29/24		CONSULT WITH ENGINEER	602-43300-42900	M	420.00	17742	9/03/24	
8894	3	8/29/24		CONSULT WITH ENGINEER	604-43200-42900	M	420.00	17742	9/03/24	
8896	1	9/12/24		WEED V PIPE AT LAGOON	604-43200-42500	M	150.00	17752	9/17/24	
8896	2	9/12/24		PULL PUMP #1 FERGUSON LIFT	602-43300-42500	M	300.00	17752	9/17/24	
8896	3	9/12/24		REPAIR SEWER LINE-FAIRGROUNDS	604-43200-42500	M	720.00	17752	9/17/24	
8896	4	9/12/24		HAND CREW LABOR	604-43200-42500	M	85.00	17752	9/17/24	
8897	1	9/12/24		DIG 3 PHS POWER LINE/SAND/BURY	604-43200-42500	M	5000.00	17752	9/17/24	
02024	1	9/30/24			101-43100-42150	M	187.20	18025	9/30/24	
02024	2	9/30/24			602-43300-42150	M	1466.40	18025	9/30/24	
02024	3	9/30/24			604-43200-42150	M	1466.40	18025	9/30/24	
8898	1	9/26/24		4 HRS WORK ON DISCHARGE PIPE	604-43200-42500	M	236.00	18019	10/01/24	
8898	2	9/26/24		PULL #1 PUMP FERGUSON LIFT	604-43200-42500	M	300.00	18019	10/01/24	
8899	1	9/26/24		WORK ON WATERLINE FOR LAGOON	604-43200-42500	M	3000.00	18019	10/01/24	
302024	1	10/31/24		OCTOBER 2024 SERVICES	101-43100-42150	M	187.20	344	10/31/24 E	
302024	2	10/31/24		OCTOBER 2024 SERVICES	602-43300-42150	M	1466.40	344	10/31/24 E	
302024	3	10/31/24		OCTOBER 2024 SERVICES	604-43200-42150	M	1466.40	344	10/31/24 E	
0301	1	10/31/24		LABOR LAYOUT PIPE TO LAGOON	604-43200-42500	M	236.00	18052	11/05/24	

ACCOUNTS PAYABLE VENDOR ACTIVITY

VOICE NO	LN	DATE	PO NO	REFERENCE	TRACK		1099	NET	CHECK	PD DATE
					CD	GL ACCOUNT				
23 FERGUSON CHUCK										
10301	2	10/31/24		REIMBURSE FOR GASOLINE PUMPED	604-43200-42600	M	347.73	18052	11/05/24	
10301	3	10/31/24		3 ROUND TRIPS TO RAPID CITY	604-43200-42900	M	45.90	18052	11/05/24	
10301	4	10/31/24		INSPECTION 470 MANNING	101-42300-42200	M	42.00	18052	11/05/24	
10301	5	10/31/24		STREET LIGHT INSPECTION-SEPT	101-43100-42150	M	225.00	18052	11/05/24	
18900	1	10/31/24		CLEAR WEEDS/GRAVEL WELL SITE	602-43300-42500	M	360.00	18052	11/05/24	
18900	2	10/31/24		LAY PIPES FOR LAGOON DISCHARGE	604-43200-42500	M	354.00	18052	11/05/24	
18900	3	10/31/24		BACKHOE HRS \$90 & INSPECT \$42	604-43200-42500	M	132.00	18052	11/05/24	
18900	4	10/31/24		ELECTRICT PUMP	604-43200-42600	M	75.00	18052	11/05/24	
18900	5	10/31/24		50 AMP BREAKER	604-43200-42600	M	20.00	18052	11/05/24	
10302	1	11/14/24		4 INSPECTIONS AT \$35 EACH	101-42300-42200	M	140.00	18072	11/19/24	
10302	2	11/14/24		DISK PIPT FOR LAGOON EXPANSION	604-43200-42500	M	266.00	18072	11/19/24	
10302	3	11/14/24		DIG TANK HOLE & COMPACT	604-43200-42500	M	1000.00	18072	11/19/24	
.292024	1	11/29/24		NOV 2024 CONTRACT SERVICES	101-43100-42150	M	187.20	366	11/29/24	E
.292024	2	11/29/24		NOV 2024 CONTRACT SERVICES	602-43300-42150	M	1466.40	366	11/29/24	E
.292024	3	11/29/24		NOV 2024 CONTRACT SERVICES	604-43200-42150	M	1466.40	366	11/29/24	E
10303	1	12/17/24		3 HRS BACKHOE	604-43200-42500	M	270.00	18105	12/17/24	
10303	2	12/17/24		3 HRS BOBCAT	604-43200-42500	M	216.00	18105	12/17/24	
10303	3	12/17/24		SET TANK FOR LAGOON EXPANSION	604-43200-42500	M	59.00	18105	12/17/24	
10303	4	12/17/24		4 HRS BOBCAT/4HRS JUMPING JACK	604-43200-42500	M	408.00	18105	12/17/24	
10304	1	12/17/24		15 HRS REPAIR ST LIGHT PLUGINS	101-43100-42500	M	885.00	18105	12/17/24	
10304	2	12/17/24		SHOP SUPPLIES	602-43300-42600	M	56.50	18105	12/17/24	
10304	3	12/17/24		SHOP SUPPLIES	604-43200-42600	M	56.50	18105	12/17/24	
10304	4	12/17/24		12 HRS BACKHOE	101-43100-42500	M	1080.00	18105	12/17/24	
1312024	1	12/31/24		DEC 2024 CONTRACT SERVICES	101-43100-42150	M	187.20	388	12/31/24	E
1312024	2	12/31/24		DEC 2024 CONTRACT SERVICES	602-43300-42150	M	1466.40	388	12/31/24	E
1312024	3	12/31/24		DEC 2024 CONTRACT SERVICES	604-43200-42150	M	1466.40	388	12/31/24	E
FERGUSON CHUCK							72239.61			
***** REPORT TOTAL *****							72239.61			

ACCOUNTS PAYABLE VENDOR ACTIVITY

2025 Ferguson Accts

NVOICE NO	LN	DATE	PO NO	REFERENCE	TRACK		1099	NET	CHECK	PD DATE
					CD	GL ACCOUNT				
23 FERGUSON CHUCK										
2282024	1	1/07/25		REIMBURSE PARTS FOR LAGOON	604-43200-42600	M	209.18	18135	1/07/25	
2292024	1	1/07/25		REIMB CONCRETE BLOCKS/LAGOON	604-43200-42600	M	62.29	18135	1/07/25	
80305	1	1/07/25		CUT OUT OLD PIPES (6HRS@ \$59)	604-43200-42500	M	354.00	18135	1/07/25	
80305	2	1/07/25		1 HR BACKFILL WITH BACKHOE	604-43200-42500	M	90.00	18135	1/07/25	
80305	3	1/07/25		4HRS LABOR @ \$59/HR	604-43200-42500	M	236.00	18135	1/07/25	
80306	1	1/07/25		1100' X \$8 - APPRVD 10/1/24	604-43200-42500	M	8800.00	18135	1/07/25	
80306	2	1/07/25		INSTALL 6' HYDRANT IN BLD	604-43200-42500	M	100.00	18135	1/07/25	
80308	1	1/21/25		SNOW REMV/PARKING LOT-SIDEWALK	101-43100-42510	M	470.00	18149	1/21/25	
80308	2	1/21/25		SAND INTERSECTIONS	101-43100-42510	M	200.00	18149	1/21/25	
1312025	1	1/31/25		JANUARY 2025 CONTRACT SERVICES	101-43100-42150	M	187.20	409	1/31/25	E
1312025	2	1/31/25		JANUARY 2025 CONTRACT SERVICES	602-43300-42150	M	1466.40	409	1/31/25	E
1312025	3	1/31/25		JANUARY 2025 CONTRACT SERVICES	604-43200-42150	M	1466.40	409	1/31/25	E
80310	1	2/19/25		FUEL FOR LAGOON PUMP	604-43200-42600	M	191.34	18184	2/19/25	
80310	2	2/19/25		PUMP RENTAL/LABOR 18HR@ \$17/HR	604-43200-42500	M	306.00	18184	2/19/25	
8039	1	2/19/25		SNOW REMOVAL-STEPS 3 TIMES	101-43100-42510	M	90.00	18184	2/19/25	
8039	2	2/19/25		SNOW REMOVAL-TOWN OFFICE 2X	101-43100-42510	M	80.00	18184	2/19/25	
8039	3	2/19/25		SNOW REMOVAL-PARKING LOT 2X	101-43100-42510	M	100.00	18184	2/19/25	
8039	4	2/19/25		SIDE WALKS - 3 TIMES	101-43100-42510	M	150.00	18184	2/19/25	
?-28-2025	1	2/28/25		STREET LIGHT INSPECTION	101-43100-42150	M	225.60	442	2/28/25	E
?-28-2025	2	2/28/25		FEBRUARY 2025 - WATER	602-43300-42150	M	1555.20	442	2/28/25	E
?-28-2025	3	2/28/25		FEBRUARY 2025 - SEWER	604-43200-42150	M	1339.20	442	2/28/25	E
80314	1	3/04/25		8 HOURS LABOR-PUMP LAGOON	604-43200-42500	M	136.00	18208	3/04/25	
80314	2	3/04/25		FUEL FOR LAGOON PUMPING	604-43200-42600	M	17.69	18208	3/04/25	
80316	1	3/18/25		ELECTRICAL BOX/BRICK-LAGOON	604-43200-42600	M	143.00	18219	3/18/25	
80316	2	3/18/25		LABOR AT LAGOON	604-43200-42500	M	100.00	18219	3/18/25	
80316	3	3/18/25		PLow SNOW	101-43100-42510	M	393.00	18219	3/18/25	
80316	4	3/18/25		PUMP LAGOON - 10 HRS LABOR	604-43200-42500	M	170.00	18219	3/18/25	
80316	5	3/18/25		FUEL FOR LAGOON PUMPING	604-43200-42600	M	122.66	18219	3/18/25	
1312025	1	3/31/25		MARCH 2025-ST LIGHT INSPECT	101-43100-42150	M	225.60	471	3/31/25	E
1312025	2	3/31/25		MARCH 2025- WATER	602-43300-42150	M	1555.20	471	3/31/25	E
1312025	3	3/31/25		MARCH 2025 - SEWER	604-43200-42150	M	1339.20	471	3/31/25	E
80315	1	4/01/25		WATER BREAK 5TH & MANNING	602-43300-42500	M	200.00	18240	4/01/25	
80320	1	4/01/25		REMAINING WWP WATER LINE	604-43200-42500	M	5000.00	18240	4/01/25	
80321	1	4/01/25		LAGOON PUMPING	604-43200-42500	M	280.00	18240	4/01/25	
80321	2	4/01/25		FUEL FOR LAGOON PUMPING	604-43200-42600	M	82.00	18240	4/01/25	
80321	3	4/01/25		HAUL SOD/DIRT FROM V-DITCH	604-43200-42500	M	577.50	18240	4/01/25	
80321	4	4/01/25		HAUL DIRT TO TOWER HILL	604-43200-42500	M	433.50	18240	4/01/25	
4/31/2025	1	4/15/25		FUEL FOR LAGOON PUMPING	604-43200-42600	M	81.00	18249	4/15/25	
4/03/2025	1	4/15/25		FUEL FOR LAGOON PUMPING	604-43200-42600	M	122.82	18249	4/15/25	
4/04/2025	1	4/15/25		FUEL FOR LAGOON PUMPING	604-43200-42600	M	108.18	18249	4/15/25	
4/05/2025	1	4/15/25		FUEL FOR LAGOON PUMPING	604-43200-42600	M	54.95	18249	4/15/25	
4/05/25	1	4/15/25		FUEL FOR LAGOON PUMPING	604-43200-42600	M	171.31	18249	4/15/25	
022025	1	4/15/25		FUEL FOR LAGOON PUMPING	604-43200-42600	M	91.00	18249	4/15/25	
0323	1	4/15/25		40 HRS LAGOON PUMPING @ \$17/HR	604-43200-42500	M	680.00	18249	4/15/25	
0323	2	4/15/25		FUEL FOR LAGOON PUMPING	604-43200-42600	M	457.26	18249	4/15/25	
0323	3	4/15/25		2 HRS BACKHOE @ \$90/HR	604-43200-42500	M	180.00	18249	4/15/25	
0323	4	4/15/25		TRIPS TO RAPID CITY	604-43200-42900	M	91.00	18249	4/15/25	
302025	1	4/30/25		STREET LIGHT INSPECTION	101-43100-42150	M	225.60	498	4/30/25	E
302025	2	4/30/25		CONTRACT SERVICES - WATER	602-43300-42150	M	1555.20	498	4/30/25	E
302025	3	4/30/25		CONTRACT SERVICES - SEWER	604-43200-42150	M	1339.20	498	4/30/25	E
302025	1	5/30/25		STREET LIGHT INSPECTION	101-43100-42150	M	225.60	517	5/30/25	E
302025	2	5/30/25		CONTRACT SERVICES - WATER	602-43300-42150	M	1555.20	517	5/30/25	E
302025	3	5/30/25		CONTRACT SERVICES - SEWER	604-43200-42150	M	1339.20	517	5/30/25	E

ACCOUNTS PAYABLE VENDOR ACTIVITY

VOICE NO	LN	DATE	PO NO	REFERENCE	TRACK		1099	NET	CHECK	PD DATE
					CD	GL ACCOUNT				
23 FERGUSON CHUCK										
14905	1	6/10/25		15 HRS LAGOON PUMPING @ \$17/HR	604-43200-42500	M		255.00	18309	6/10/25
14905	2	6/10/25		FUEL FOR LAGOON PUMPING	604-43200-42600	M		43.06	18309	6/10/25
14905	3	6/10/25		FUEL FOR LAGOON PUMPING	604-43200-42600	M		52.31	18309	6/10/25
1302025	1	6/30/25		STREET LIGHT INSPECTION	101-43100-42150	M		225.60	537	6/30/25 E
1302025	2	6/30/25		CONTRACT SERVICES - WATER	602-43300-42150	M		1555.20	537	6/30/25 E
1302025	3	6/30/25		CONTRACT SERVICES - SEWER	604-43200-42150	M		1339.20	537	6/30/25 E
1012025	1	7/08/25		TWO ADDITIONAL LOCATES @100/EA	602-43300-42200	M		100.00	18332	7/08/25
1012025	2	7/08/25		TWO ADDITIONAL LOCATES @100/EA	604-43200-42200	M		100.00	18332	7/08/25
1012025	3	7/08/25		17 HRS LAGOON PUMPING	604-43200-42500	M		289.00	18332	7/08/25
1012025	4	7/08/25		FUEL FOR LAGOON PUMPING	604-43200-42600	M		132.00	18332	7/08/25
10329	1	7/22/25		8 HRS LAGOON PUMPING @ \$17	604-43200-42500	M		136.00	18340	7/22/25
10329	2	7/22/25		FUEL FOR LAGOON PUMPING	604-43200-42600	M		38.01	18340	7/22/25
1312025	1	7/31/25		STREET LIGHT INSPECTIONS	101-43100-42150	M		225.60	558	7/31/25 E
1312025	2	7/31/25		CONTRACT SERVICES - WATER	602-43300-42150	M		1555.20	558	7/31/25 E
1312025	3	7/31/25		CONTRACT SERVICES - SEWER	604-43200-42150	M		1339.20	558	7/31/25 E
10330	1	8/05/25		REPAIR ALLEY-TOWN GRAVEL	101-43100-42500	M		85.00	18360	8/05/25
10330	2	8/05/25		MOW LOT ACROSS FROM TOWN OFFIC	101-43100-42530	M		65.00	18360	8/05/25
10331	1	8/19/25		PULL PUMP FERGUSON LIFT ST	604-43200-42500	M		250.00	18372	8/19/25
10331	2	8/19/25		2 HRS BACKHOE @ \$90/HR-GRAVEL	101-43100-42500	M		180.00	18372	8/19/25
10331	3	8/19/25		1.5 HRS BACKHOE/FAIRGRNDS PL	101-43100-42500	M		135.00	18372	8/19/25
10331	4	8/19/25		1 HR MOTOR GRADE BLADE	101-43100-42500	M		78.00	18372	8/19/25
10331	5	8/19/25		1 HR BACKHOE-TOWER HILL ROAD	101-43100-42500	M		90.00	18372	8/19/25
1292025	1	8/29/25		STREET LIGHT INSPECTIONS	101-43100-42150	M		225.60	573	8/29/25 E
1292025	2	8/29/25		CONTRACT SERVICES - WATER	602-43300-42150	M		1555.20	573	8/29/25 E
1292025	3	8/29/25		CONTRACT SERVICES - SEWER	604-43200-42150	M		1339.20	573	8/29/25 E
1242025	1	9/24/25		3 INSPECTIONS -340 WHITNEY ST	101-42300-42200	M		126.00	18405	9/24/25
1302025	1	9/30/25		STREET LIGHT INSPECTIONS	101-43100-42150	M		225.60	599	9/30/25 E
1302025	2	9/30/25		CONTRACT SERVICES - WATER	602-43300-42150	M		1555.20	599	9/30/25 E
1302025	3	9/30/25		CONTRACT SERVICES - SEWER	604-43200-42150	M		1339.20	599	9/30/25 E
10333	1	10/07/25		9/30/25-PULL PUMP FERGUSON LS	604-43200-42500	M		250.00	18420	10/07/25
10333	2	10/07/25		10/1/25-PULL PUMP FERGUSON LS	604-43200-42500	M		250.00	18420	10/07/25
1312025	1	10/31/25		STREET LIGHT INSPECTIONS	101-43100-42150	M		225.60	616	10/31/25 E
1312025	2	10/31/25		CONTRACT SERVICES - WATER	602-43300-42150	M		1555.20	616	10/31/25 E
1312025	3	10/31/25		CONTRACT SERVICES - SEWER	604-43200-42150	M		1339.20	616	10/31/25 E
282025	1	11/28/25		STREET LIGHT INSPECTIONS	101-43100-42150	M		225.60	637	11/28/25 E
282025	2	11/28/25		CONTRACT SERVICES-WATER	602-43300-42150	M		1555.20	637	11/28/25 E
282025	3	11/28/25		CONTRACT SERVICES-SEWER	604-43200-42150	M		1339.20	637	11/28/25 E
FERGUSON CHUCK								58106.06		
***** REPORT TOTAL *****								58106.06		



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VIA FACSIMILE TRANSMISSION TO (605)773-4106

Beverly J. Katz
Assistant Attorney General
1302 East SD Highway 1889
Suite 1
Pierre, South Dakota 57501

December 12, 2025

RE: Open Meetings Complaint for April 22, 2025 Special Town Meeting

Dear Ms. Katz:

Thank you for forwarding to my attention the recent open meetings complaint filed by Vicki Henrichsen concerning the special meeting held on April 22, 2025. I became City Attorney only recently on September 23 of this year and so I had to do some investigation of my own to determine what occurred on that date. We appreciate the opportunity to address this matter.

My review primarily consisted of viewing the video footage available of the Town meeting on the YouTube Site that the Town Board regularly posts content to. This particular meeting can be found at the following link:

https://www.youtube.com/watch?v=LGT735_O5WY

This was a special meeting of the board and not a regular meeting. It was noticed for April 22, 2025 to begin at 6:00 pm. As can be viewed, 4 of the 5 town board members are present, with a 5th member present by a video link and participating. There is a timestamp on the video reading "17:17:01" when the video begins. It appears that they may have been discussing matters slightly before the video began. The Board members clearly discuss matters of public policy, taking a break at one point, until Board President Kramer at 6:02 then announces that it is time to begin the special meeting. One of the citizens in the gallery asks if the video was recording them the whole time to which they reply yes, with a humorous jab at the citizen. The time spent prior to 6:00 is referenced as a "work session" by the Board President.

It is clear that the actions of the Board on this date violate the specific requirements of SDCL 1-25-1.1. After all, if a Board could simply meet earlier than the

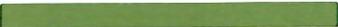
announced agenda it could defeat the purpose of the statute which is to give citizens the ability to participate in the civic governance of their community.

In mitigation I would like to note a couple of items. First, you inquired about whether the Town of Hermosa had completed its annual review requirement of the Open Meetings Law Brochure for 2025. It does appear that this review was completed on July 8, 2025, and is reflected in the minutes for that date (see attached). I also went to that video to review the actual instruction given at that time. It is also viewable at the following link and occurs at approximately 46:41 minutes into the video (18:45:19) and goes until 54:30 into the video (18:53:52), and thus was approximately 8 minutes long, with questions:

<https://www.youtube.com/watch?v=6Y7BB9Y-nFA>

This review was done by former City Attorney Kent Hagg, and in as respectful a manner I can manage, is in my opinion inadequate. Attorney Hagg can be seen essentially focusing on only one component of the Open Meetings Law which is the issue of whether the Board can add agenda items and vote on them if they were not included in the proposed agenda noticed more than 24 hours earlier. Notably, he gets this issue confused, as he says that if they are going to vote on a matter, then they cannot add the item to the agenda. This is contrary to the Open Meetings Board's Opinion in the Matter of Open Meetings Complaint against Yankton County Commission OMC 2020-03, which notes that only the proposed agenda must be announced and that the Board may add items and vote on items added less than 24 hours into the meeting. After giving this information, Attorney Hagg then simply announces that the Brochure is "self-explanatory" which seems to obviate the statutory purpose of the need for review in the first place. If the brochure were self-explanatory, then the legislature could simply have required that all board members be furnished the brochure and not that they acknowledge a review at a meeting. It is my fear that the Board may not have been getting consistently good information on this topic prior to the April 22, 2025 Special meeting which contributed to the violation.

Additionally, In the segment of time between 5:17 and 6:20 the Board does not take any votes on any matter, it is more or less an informal discussion. It is also clear that the Board had no intent to withhold information from the public, as they transmitted the segment of the meeting in dispute on a publicly accessible video which was posted to the Town's website.



*J. Scott James
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Licensed in SD, NY*

*Gina Ruggieri
Attorney at Law
Licensed in SD*

It would be my humble request, that the Board take these mitigating factors into account when deciding on the appropriate action. I would gladly volunteer to administer a full and detailed review of the open meetings laws which would also be captured on the Town's recording system, which your office could review to ensure that the appropriate information was being relayed to Board members and the public on this topic. We would request informal reprimand and the proposed training to be provided. If there is anything else I can do to assist in this matter, please do not hesitate to ask.

Very Truly Yours,

J. Scott James
City Attorney
Hermosa, South Dakota

December 31, 2020

STATE OF SOUTH DAKOTA
OPEN MEETINGS COMMISSION

IN THE MATTER OF OPEN)	OMC 2020-03
MEETINGS COMPLAINT AGAINST)	
YANKTON COUNTY COMMISSION)	FINDINGS OF FACT,
- YANKTON COUNTY)	CONCLUSIONS OF LAW, &
)	DECISION

The above captioned matter was heard before a quorum of the South Dakota Open Meetings Commission (Commission) on October 23, 2020. Complainant, Todd Woods, appeared personally and without counsel. The Yankton County Commission appeared through Deputy State's Attorney Debra Lillie. Prior to the hearing, the Commission reviewed the written submissions of the parties as well as any other exhibit, pleading or paper on file herein. Based upon the materials submitted, and the arguments of the parties, the Commission enters the following Findings of Fact and Conclusions of Law.

FINDINGS OF FACT

1. The Commission takes official notice that Yankton County is a political subdivision of the State of South Dakota created by the Legislature and duly organized and operated according to applicable provisions of South Dakota Codified Law.
2. The Commission further takes notice that the Yankton County Commission is a public body elected pursuant to applicable provisions of state law to govern Yankton County.

OMC 2020-03
Yankton County Commission
Findings and Conclusions

3. The Yankton County Commission met on October 1, 2019. The agenda originally posted for this meeting did not include agenda item 11A, which asked the County Commission to approve Resolution YC 19-8 appointing the Yankton County Mental Illness Board to also serve as the mental health board for Lincoln County. This agenda item had been noticed for the County Commission's September 18, 2019, meeting, but had been continued from that date. At the beginning of the County Commission's October 1 meeting, and before final adoption of the meeting agenda, the County Commission added agenda item 11A to the final agenda for the meeting. The County Commission subsequently took final action to approve Resolution YC 19-8 during the course of this meeting.

4. Item 12 on the agenda of the County Commission's October 1, 2019 meeting was labeled "Appoint Acting Zoning Administrator." The County Commission, in taking action on this agenda item, appointed an acting planning & zoning administrator, however, the County Commission also appointed a County Commissioner to provide guidance and assistance to the newly appointed acting administrator, and the County Commission appointed the Yankton County Planning & Zoning Board to review all zoning enforcement complaints.

5. On November 6, 2019, Todd Woods submitted an open meetings complaint to the Yankton County State's Attorney. Mr. Woods alleged that because agenda item 11A was not part of the published agenda for the County

OMC 2020-03
Yankton County Commission
Findings and Conclusions

Commission's October 1, 2019 meeting, it was a violation of the open meetings laws for the County Commission to add that agenda item at the time of the meeting. Mr. Woods further alleged that the County Commission's action in relation to agenda item 12 was improper in that the published October 1, 2019 agenda did not indicate that the County Commission would appoint a County Commissioner to assist the acting planning & zoning administrator, nor did it inform the public that the County Planning & Zoning Board would be appointed to review zoning enforcement complaints.

6. On July 10, 2020, Assistant Attorney General Caroline Srstka forwarded the complaint to the Commission pursuant to SDCL 1-25-6.1(3).

7. SDCL 1-25-1.1 requires political subdivisions (as that term is defined by SDCL 1-25-12(1)) to provide public notice of their official meetings by posting a proposed agenda at least twenty-four hours preceding the meeting.

8. In its written response to the complaint, the County Commission asserted that agenda items may be added and deleted from the proposed agenda prior to approval of the final agenda by the public body, and therefore the addition of agenda item 11A to the County Commission's October 1, 2019 agenda was appropriate. The County Commission further asserted that delegation of duties related to the appointment of an acting zoning administrator fell within the agenda item label "appoint acting zoning

administrator,” and thereby final action taken by the County Commission in relation to agenda item 12 was appropriate.

9. At the hearing of this matter, in relation to agenda item 11A, Mr. Woods acknowledged that a public body has the right to add agenda items to its agenda prior to adoption of the agenda, but Mr. Woods asserted that a public body can only act on agenda items that have been noticed or published for at least twenty-four hours. Mr. Woods also asserted, in relation to agenda item 12, that any transfer of power or authority from a public body to another individual or entity should be disclosed on the published agenda.

10. Any Finding of Fact more appropriately labeled as a Conclusion of Law is hereby re-designated as such and incorporated below therein.

CONCLUSIONS OF LAW

1. The Yankton County Commission, as the governing body of Yankton County, South Dakota, is a public body subject to the open meeting requirements of SDCL ch. 1-25. The Open Meeting Commission has jurisdiction over this matter pursuant to SDCL ch. 1-25.

2. SDCL 1-25-1.1 uses “proposed agenda” to identify the nature of the agenda that must be posted or noticed at least twenty-four hours prior to the public body’s meeting. The clear and unambiguous meaning of the phrase “proposed agenda” leads to the conclusion that the agenda to be noticed under SDCL 1-25-1.1 is a tentative or preliminary agenda. This agenda, then, may be amended at the time the public body acts to formally adopt the final meeting

OMC 2020-03
Yankton County Commission
Findings and Conclusions

agenda. Judge Robert Timm, Circuit Court Judge, Third Judicial Circuit, reached the same conclusion in 2012 when asked to interpret the language of SDCL 1-25-1.1. *See Molden v. Grant-Deuel School District # 25-3*, Grant Co. Civ. No. 11-0095. This decision was subsequently affirmed by the S.D. Supreme Court. *See Order Directing Issuance of Judgment of Affirmance, Molden v. Grant-Deuel School District # 25-3*, S.D. Sup. Ct. #26325 (October 9, 2012).

3. The Commission is unable to locate any language in SDCL ch. 1-25 that prevents a public body from taking final action on an agenda item that has not received at least twenty-four hours public notice as long as the agenda item was properly added to the agenda before final adoption of the agenda. However, public bodies are strongly encouraged to provide twenty-four hours' notice of all agenda items and are encouraged to only take action on agenda items that have not received twenty-four hours' notice when special or emergency circumstances require such action.

4. SDCL 1-25-1.1 requires a political subdivision to post its proposed agenda at least twenty-four hours prior to the meeting. The plain language of the statute authorizes a public body to amend its proposed agenda at the time it adopts the final agenda for a meeting. The Yankton County Commission did not err when it amended its proposed agenda for its October 1, 2019 meeting to add agenda item 11A and subsequently take action on the agenda item.

OMC 2020-03
Yankton County Commission
Findings and Conclusions

5. “[T]he function of an agenda is to inform the members of the public in some detail as to the matters to be discussed at the meeting of [a] public body. ... The agenda may be limited to a bare identification or itemization of matters to be discussed[.]” Ann Taylor Schwing, *Open Meetings Laws 3d*, § 5.40 (2011).

6. The Commission is unable to locate any provision of SDCL ch. 1-25 that defines the level of specificity that must be used by a public body to identify agenda items on a proposed agenda. The Commission concludes that a proposed agenda must include a bare identification of the matters to be discussed by the public body. It would be unreasonable, with no further statutory guidance, to require public bodies to list on their agendas every conceivable action that may be taken on a certain subject. The Commission concludes the Yankton County Commission did not violate any open meetings provision regarding the actions the County Commission took at its October 1, 2019 meeting in relation to agenda item 12 and the appointment of an acting zoning administrator.

7. Based upon the materials in the record and the testimony presented at the hearing of this matter, the Commission concludes the Yankton County Commission did not violate the South Dakota Open Meetings Laws.

8. Any Conclusion of Law more appropriately labeled as a Finding of Fact is hereby re-designated as such and incorporated above therein.

DECISION

Based upon the foregoing Findings of Fact and Conclusions of Law, the South Dakota Open Meetings Commission hereby determines the Yankton County Commission did not violate the South Dakota Open Meetings Laws in regard to the facts and allegations raised by the complaint filed in this matter.

Decision entered by Commissioners **Reedstrom (Chair), Hoffman, Tracy, & Wendt.**

Commissioner **Sovell** was absent from the meeting when the matter was heard and abstained from any final action taken by the Commission



Southern Hills Law

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10B

VIA EMAILED DELIVERY TO TOWN CLERK

Hermosa Town Board
230 Main St
Hermosa, SD 57744

December 12, 2025

RE: Legal Opinion on Insurance Coverage of proposed
“Vactor Truck” use by Trustee Servis
Town of Hermosa Legal Opinion No: 2025-3

Dear Members of the Board:

You asked me to research issues surrounding insurance coverage on the proposed use of the “Vactor” Truck in Board Member Servis’s proposal to act as operator.

In my review of this issue I discovered that it did not appear that the Town possessed a copy of the coverage documents for the Town’s Insurance policy with South Dakota Public Assurance Alliance (“SDPAA”). By contacting the SDPAA directly, I was able to get them to send a current copy of the coverage provisions to Finance Officer Cornelison who then provided me the same.

Relevantly, in “Section A- Coverage” it states:

“We will pay the damages the covered party legally must pay because of bodily injury or property damage to which this coverage applies caused by an accident during the coverage period and resulting from the ownership, maintenance, or use of an auto.” (original emphasis)

The Truck is covered.

The policy then goes on to define “auto” as follows:

“Auto – means a land motor vehicle, trailer or semi-trailer, including any attached machinery or equipment, designed for travel principally on public roads, including All-Terrain Vehicles (ATV); Utility Terrain Vehicles (UTV), 4 wheelers and side-by-sides. It does not include unlicensed golf carts, vehicles that travel on crawler treads, snowmobiles, vehicles located for use as a residence on premises, or road maintenance equipment owned by the Member.”(emphasis added)

The Truck itself, then is covered by that provision. I do not believe that the Vector Truck can reasonably be seen as “road maintenance equipment” since that is not its function. It would be a land motor vehicle with attached machinery/equipment.

Trustee Servis, acting as a Contractor is covered:

The policy defines “Covered Party” as follows:

Covered Party – means:

- (a) the **Member**;
- (b) unless specifically excluded, any and all commissions, councils, agencies, districts, authorities, or boards coming under the **Member’s** direction or control or for which the **Member’s** board sits as the governing body;
- (c) any person who is an official, employee or volunteer of (a) or (b) while acting in an official capacity for (a) or (b), including while acting on an outside board at the direction of (a) or (b); or **(d) anyone else while using a covered auto with the permission of a covered party**, except the owner of that **auto** or the owner or employee of a business of selling, servicing, repairing or parking **autos**. This subsection does not apply to any Uninsured/Underinsured Motorists SDPAA AL MOC 01.01.2025 3 of 9 coverage under this **Memorandum**.

Trustee Servis, acting outside his capacity as a Board member, would be “anyone else while using a covered auto with the permission of a covered party.”

It is always important to review the Exclusions section to see if any of those are applicable:

We will not pay or defend claims or suits arising from:

- (1) **bodily injury or property damage** expected or intended from the standpoint of the **covered party**, except actions of the **covered party** to protect persons or property.
- (2) liability assumed under any contract or agreement in which the **covered party** assumes the tort liability of another to pay **damages** if such assumption is made after the **damages** occur.
- (3) any obligation for which the **covered party** or its insurer may be held liable under any workers’ compensation, disability benefits or unemployment compensation law or any similar law.
- (4) **bodily injury** to:
 - (a) an employee of the **Member** arising out of and in the course of employment by the **Member**; or
 - (b) the spouse, child, parent, brother, or sister of that employee as a consequence of paragraph (a) above. SDPAA AL MOC 01.01.2025 2 of 9

This exclusion applies:

- (a) whether the **covered party** may be liable as an employer or in any other capacity; and

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Licensed in SD*

- (b) to any obligation to share **damages** with or repay someone else who must pay **damages** because of the injury.
- (5) the actual, alleged or threatened discharge, dispersal, release or escape of **pollutants**, unless the discharge, dispersal, release or escape is sudden and accidental and:
- (a) the **covered party** discovered the accident within seven days of its commencement;
- (b) the accident was reported in writing to **us** within 21 days of its discovery by the **covered party**; and
- (c) the **covered party** expended reasonable effort to terminate the discharge, dispersal, release or escape of **pollutants** as soon as conditions permitted.
- This exclusion does not apply to emergency operations or training activities within the scope of the **Member's** fire protection duties.
- (6) **bodily injury** or **property damage** arising out of war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.
- (7) **autos** while used in any professional or organized racing or demolition contest or stunting activity or while practicing for such contest or activity.

It does not appear to me that any of the exclusions apply to Trustee Servis's proposed use of the Vactor Truck. Notably, if an employee of the town is injured and worker's compensation covers or should cover the event then this policy will not pay out. Additionally, Trustee Servis cannot take the Vactor Truck and enter it into a demolition derby contest per (7).

It is my opinion that Trustee Servis's proposed use of the Vactor Truck would be covered by our current policy.

Very Truly Yours,

J. Scott James
City Attorney
Hermosa, South Dakota

**South Dakota Public Assurance Alliance
MEMORANDUM OF AUTO LIABILITY COVERAGE**

The liability coverage provided to the **Member** is described in this **Memorandum of Coverage** and with all endorsements, coverage parts and the Declarations and the Intergovernmental Contract for the South Dakota Public Assurance Alliance.

Words used in this **Memorandum** that are in bold have special meaning. The definitions are provided in Section D which should be consulted to gain an informed understanding of the coverage provided herein.

SECTION A – COVERAGE

Subject to the **limit of coverage** and **deductible** specified in the Declarations:

We will pay damages the **covered party** legally must pay because of **bodily injury** or **property damage** to which this coverage applies caused by an accident during the coverage period and resulting from the ownership, maintenance, or use of an **auto**.

SECTION B – DEFENSE AND SETTLEMENT

We have the right and duty to defend any claims or suits against a **covered party** seeking **damages**, however:

- (1) **we** may investigate, defend and settle any claim or suit at **our** discretion;
- (2) **we** have the right, but not the obligation, to appeal any judgment against the **covered party**;
- (3) **we** will pay **defense costs** **we** incur in the adjustment, investigation, defense or litigation of any claim or suit;
- (4) **defense costs** are payable in addition to the **limit of coverage**; and
- (5) **our** right and duty to defend end when **we** have paid the **limit of coverage** for judgments or settlements.

SECTION C – EXCLUSIONS

We will not pay or defend claims or suits arising from:

- (1) **bodily injury** or **property damage** expected or intended from the standpoint of the **covered party**, except actions of the **covered party** to protect persons or property.
- (2) liability assumed under any contract or agreement in which the **covered party** assumes the tort liability of another to pay **damages** if such assumption is made after the **damages** occur.
- (3) any obligation for which the **covered party** or its insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.
- (4) **bodily injury** to:
 - (a) an employee of the **Member** arising out of and in the course of employment by the **Member**; or
 - (b) the spouse, child, parent, brother, or sister of that employee as a consequence of paragraph (a) above.

This exclusion applies:

- (a) whether the **covered party** may be liable as an employer or in any other capacity; and
 - (b) to any obligation to share **damages** with or repay someone else who must pay **damages** because of the injury.
- (5) the actual, alleged or threatened discharge, dispersal, release or escape of **pollutants**, unless the discharge, dispersal, release or escape is sudden and accidental and:
- (a) the **covered party** discovered the accident within seven days of its commencement;
 - (b) the accident was reported in writing to **us** within 21 days of its discovery by the **covered party**; and
 - (c) the **covered party** expended reasonable effort to terminate the discharge, dispersal, release or escape of **pollutants** as soon as conditions permitted.

This exclusion does not apply to emergency operations or training activities within the scope of the **Member's** fire protection duties.

- (6) **bodily injury** or **property damage** arising out of war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.
- (7) **autos** while used in any professional or organized racing or demolition contest or stunting activity or while practicing for such contest or activity.

SECTION D – DEFINITIONS

Auto – means a land motor vehicle, trailer or semi-trailer, including any attached machinery or equipment, designed for travel principally on public roads, including All-Terrain Vehicles (ATV); Utility Terrain Vehicles (UTV), 4 wheelers and side-by-sides. It does not include unlicensed golf carts, vehicles that travel on crawler treads, snowmobiles, vehicles located for use as a residence on premises, or road maintenance equipment owned by the **Member**.

Bodily Injury – means **bodily injury**, sickness or disease sustained by a person, including death resulting from any of these.

Covered Party – means:

- (a) the **Member**;
- (b) unless specifically excluded, any and all commissions, councils, agencies, districts, authorities, or boards coming under the **Member's** direction or control or for which the **Member's** board sits as the governing body;
- (c) any person who is an official, employee or volunteer of (a) or (b) while acting in an official capacity for (a) or (b), including while acting on an outside board at the direction of (a) or (b); or
- (d) anyone else while using a covered **auto** with the permission of a **covered party**, except the owner of that **auto** or the owner or employee of a business of selling, servicing, repairing or parking **autos**. This subsection does not apply to any Uninsured/Underinsured Motorists

coverage under this **Memorandum**.

Damages – means money due a **third party**, including attorney’s fees, interest on judgments, and costs. **Damages** do not include:

- (a) punitive, exemplary or treble **damages** and fines or penalties;
- (b) injunctive, equitable, or other non-monetary relief, or any monetary relief or expense in connection therewith; or
- (c) damage to property owned by the **Member** or to the property of others in the **Member’s** care, custody or control.

Deductible – means the amount of **damages** and **defense costs** the **Member** is obligated to pay. The **deductible** is stated in the Declarations. Any **deductible** amount we may pay shall be promptly reimbursed to us by the **Member**, upon notification.

Defense Costs – means all fees and expense we incur relating to the adjustment, investigation, defense or litigation of a claim for **damages** to which this coverage applies. **Defense costs** include:

- (a) defense attorney fees;
- (b) court costs;
- (c) appeal bonds for our appeals; and
- (d) reasonable expenses incurred by the **covered party** at our request to assist us in the investigation or defense of claims or suits.

Limit of Coverage – means the most we will pay for **damages** arising out of one accident regardless of the number of **covered parties**, claimants, claims made or suits brought. The **limit of coverage** is stated in the Declarations.

Member – means the governmental entity specifically identified in the Declarations attached to this **Memorandum**.

Memorandum – means this **Memorandum** of Auto Liability Coverage and any endorsements attached hereto.

Pollutants – means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, fungi, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed. The term **pollutants** as used herein is not defined to mean potable water or agricultural water or water furnished to commercial users or water used for fire suppression.

Property Damage – means damage to or loss of use of tangible property.

Third Party – means any person making a claim against a **covered party**.

We, Us & Our – means the South Dakota Public Assurance Alliance.

SECTION E – COVERAGE EXTENSIONS

(1) COVERED POLLUTION COST & EXPENSE

Subject to the **limit of coverage** and **deductible** specified in the Declarations, we will pay **damages** that the **covered party** legally must pay as a *covered pollution cost or expense* (defined below) caused by an accident and arising out of the ownership, maintenance or use of covered **autos**, but only if there is **bodily injury or property damage**, covered herein, caused by the same accident.

Covered pollution cost or expense means any cost or expense arising out of any request, demand, order or any claim or suit by or on behalf of a governmental authority demanding that the **Member** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**.

Covered pollution cost or expense does not mean:

- (a) any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**:
 - (i) before the **pollutants**, or any property in which the **pollutants** are contained, are moved from the place where they are accepted by the **Member** for movement into or onto the covered **auto**; or
 - (ii) after the **pollutants**, or any property in which the **pollutants** are contained, are moved from the covered **auto** to the place where they are finally delivered, disposed of or abandoned by the **Member**.

This does not apply to accidents that occur away from premises the **Member** owns or rents with respect to **pollutants** not in or upon a covered auto if:

- (i) the **pollutants**, or any property in which the **pollutants** are contained, are upset, overturned or damaged as a result of the maintenance or use of a covered **auto**; and
 - (ii) the discharge, dispersal, seepage, migration, release or escape of the **pollutants** is caused directly by such upset, overturn or damage.
- (b) **damages** arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants** that are, or that are contained in any property that is:
- (ii) being transported or towed by, handled or handled for movement into, onto or from the covered **auto**;
 - (iii) otherwise in the course of transit by the **Member** or on the **Member's** behalf; or
 - (iv) being stored, disposed of, treated or processed in or upon the covered **auto**,

if the **Member's** liability for such **damages** or expenses is incurred by the **Member's** assumption of liability in any contract or agreement.

(2) UNISURED/UNDERINSURED MOTORISTS

We will pay those amounts that a **covered party** is legally entitled to recover as **damages** from the

owner or operator of an *uninsured auto* or *underinsured auto* (defined below). The **damages** must result from **bodily injury** sustained by the **covered party** and caused by an accident resulting from the ownership, maintenance or use of, or when struck by, an *uninsured auto* or *underinsured auto*. Use includes operating the vehicle as well as getting into or out of, or being in or on the vehicle.

The **limit of coverage** for Uninsured Motorists specified in the Declarations is the most **we** will pay for all **damages** a **covered party** is legally entitled to recover from the owner or operator of an *uninsured auto* arising out of any one accident. The **limit of coverage** for Underinsured Motorists specified in the Declarations is the most **we** will pay for all **damages** a **covered party** is legally entitled to recover from the owner or operator of an *underinsured auto* arising out of any one accident.

The right to coverages and the amount payable will be decided by agreement between the **covered party** and **us**. If an agreement cannot be reached, and if the **covered party** and **we** agree, such dispute may be submitted to binding arbitration, as set forth in Section F – CONDITIONS, to expedite resolution.

The **damages** payable will be reduced by:

- (i) all amounts paid by the owner or operator of the *uninsured auto* or *underinsured auto* or anyone else responsible. This includes all amounts paid under any section of the **Memorandum** or any auto insurance policy; and
- (ii) all amounts payable under any workers' compensation law, disability benefits law, or similar law, or any auto medical payments or personal injury protection coverage.

We are not obligated to make any payment for **damages** which arise out of the use of an *underinsured auto* until after the limits of coverage for all protection in effect and applicable at the time of the accident have been exhausted by payment of judgments or settlements. **We** are also not obligated to make any payment for any claim the **covered party** settles without **our** written consent.

Underinsured Auto:

- (a) means an **auto** which has liability protection in effect and applicable at the time of an accident in an amount equal to or greater than the amounts specified for **bodily injury** liability by the financial responsibility laws of South Dakota, but less than the applicable **damages** the **covered party** is legally entitled to recover.
- (b) does not mean an **auto** that is lawfully self-insured, an **auto** owned by any federal, state or local government or agency, or an **auto** owned by the **covered party**.

Uninsured Auto:

- (a) means:
 - (i) an **auto** for which no liability bond or insurance policy provides **bodily injury** coverage at the time of the accident;
 - (ii) an **auto** covered by a liability bond or insurance policy which does not provide at least the minimum financial responsibility requirements of South Dakota;
 - (iii) an **auto** for which the insurer denies coverage or the insurer becomes insolvent; or
 - (iv) a hit-and-run **auto** where neither the operator nor owner can be identified and which causes **bodily injury** to a **covered party**;

- 1) by physical contact with the **covered party** or with a vehicle occupied by the **covered party**;
- 2) without physical contact with the **covered party** or with a vehicle occupied by the **covered party**, if the facts of the accident can be proven by independent corroborative evidence, other than the testimony of the **covered party** making a claim under this **Memorandum**, unless such testimony is supported by additional evidence.

The accident must be reported promptly to law enforcement and us. If the **covered party** was occupying an **auto** at the time of the accident, **we** have a right to inspect it.

- (b) does not mean an **auto** that is lawfully self-insured, an **auto** owned by any federal, state or local government or agency, or any **auto** which is owned by the **covered party**.

(3) **MEDICAL EXPENSES**

We will pay reasonable expenses, up to the **limit of coverage** for Medical Expenses specified in the Declarations, incurred for necessary medical and funeral services to anyone who sustains **bodily injury** caused by an accident while in, on, getting into, or getting out of a covered **auto**. **We** will pay only those expenses incurred and reported to **us** within one year from the date of the accident.

We will not pay for:

- (a) **bodily injury** caused by an accident which does not take place during the coverage period;
- (b) **bodily injury** sustained by a **covered party** while occupying a vehicle located for use as a residence or premises;
- (c) **bodily injury** to any employee, except volunteer fire fighters and volunteer workers not entitled to workers compensation coverages, arising out of and in the course of employment by the **Member**; or
- (d) **bodily injury** to anyone using a vehicle without a reasonable belief that the person is entitled to do so.

SECTION F – CONDITIONS

(1) **ACTION AGAINST US**

We will have no liability hereunder nor shall action be taken against **us** unless:

- (a) the **covered party** has fully complied, and continues to fully comply, with all of the terms of this **Memorandum** and the Intergovernmental Contract; and
- (b) the **covered party's** obligation to pay **damages** shall have been finally determined either by judgment after actual trial or by written agreement of the **covered party**, **us** and the claimant. Any person or organization or legal representative thereof who has secured such judgment or written agreement shall be entitled to recover under this **Memorandum** to the extent of the coverage afforded by this **Memorandum**. No person or organization shall have any right under this **Memorandum** to join **us**, our agents, employees or independent contractors as a party to any action against the **covered party** to determine their liability nor shall **we** be impleaded by the **covered party** or their legal representative.

(2) **ARBITRATION**

Decisions about whether to investigate, settle, or defend any claim or suit or whether coverage exists are at our sole discretion. If the covered party and we agree, disputes about such matters may be submitted to binding arbitration to expedite the resolution of such disputes.

If the covered party and we agree to submit such issues to binding arbitration, the arbitration shall be conducted pursuant to South Dakota law and in particular, but not in limitation, the provisions of SDCL ch. 21-25A. The covered party shall select one arbitrator; we shall select one arbitrator; and the two arbitrators shall agree on a third arbitrator. The arbitration panel shall hear and decide the dispute. The arbitration hearing shall be held in the state of South Dakota and in the county where the covered party shall be located. The decision of the arbitration panel is final and binding and shall not be subject to appeal.

Each party shall bear the cost of the arbitrator it selects and shall bear one-half the cost of the third arbitrator. Each party shall bear its own costs and expenses of arbitration, including attorney fees.

(3) **ASSIGNMENT**

We will not be bound by the covered party's assignment of interest under this Memorandum unless we agree to it in writing.

(4) **BANKRUPTCY OR INSOLVENCY**

The covered party's bankruptcy or insolvency will not release us from our obligations under this Memorandum.

(5) **CHANGES**

This Memorandum and the Intergovernmental Contract for the South Dakota Public Assurance Alliance constitute the total agreement between the Member and us concerning the coverages afforded. The terms of the Intergovernmental Contract may only be changed as stated in that document. The terms of this Memorandum shall not be waived or changed except by endorsement issued by us to form a part of this Memorandum.

(6) **COMPLIANCE**

If any provision of this Memorandum is determined by an appropriate governing body to be prohibited, illegal or void by any law controlling its construction, the provision shall be deemed to be modified or amended to comply with the minimum requirements of the law. The invalidity of any provision does not invalidate the remainder of this Memorandum. If any coverage provided for in this Memorandum is similarly determined to not comply with the required coverages of any statutory law, this Memorandum is amended to provide the minimum coverage required by such law.

(7) **DUTIES IN THE EVENT OF A CLAIM OR SUIT**

- (a) The Member must see to it that we are notified in writing as soon as practicable of any accident which may result in a claim. Notice should include, to the extent possible:
 - (i) details of the situation;
 - (ii) how, when and where the accident took place;
 - (iii) the nature and location of the accident; and

- (iv) the names and addresses of any injured persons and witnesses.
- (b) If a claim is made or a suit is brought against a **covered party**, the **Member** must, immediately:
- (i) record the specifics of the claim or suit and the date and manner received;
 - (ii) notify us in writing;
 - (iii) send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit;
 - (iv) authorize us to obtain records and other information;
 - (v) fully cooperate with us in the investigation, settlement or defense of the claim or suit; and
 - (vi) assist us, upon our request, and obtain any necessary assignment, in the enforcement of any right against any person or organization which may be liable to the **covered party** because of the accident.
- (c) No **covered party** will, except at that **covered party's** own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our written consent.
- (d) We shall conduct the defense of any claim in the **covered party's** name and prosecute in their name for their coverage any claim for indemnity or damages or otherwise against any **third party** and shall have full discretion in the handling of any claim.
- (e) If the **Member** gives timely prior written notice to us that any claim is not to be settled without the **Member's** consent, we shall not settle such claim without the **Member's** consent.

If, however, the **Member** refuses to consent to any settlement agreeable to the claimant and us or any reasonable offer of settlement recommended by us:

- (i) Our ultimate liability with respect to such claim shall not exceed the amount for which the claim may have been settled or the amount recommended for settlement by us plus claim expense incurred up to the date of such refusal; and
 - (ii) The **Member** has the right to appeal any judgment awarded over the amount for which the claim may have been settled or the amount recommended for settlement by us.
- (f) All notification required by this condition shall be mailed to the address shown in the Declarations.
- (g) The issuance of this **Memorandum** shall not be deemed a waiver of any statutory or common-law immunities that apply. Use of the governmental immunity defense will be at our discretion.

(8) INTENTIONAL FAILURE TO DISCLOSE

This **Memorandum** has been issued based upon our reliance on representations made by the **Member**. Intentional non-disclosure or misrepresentation of any material fact may entitle us to void this **Memorandum** and relieve us of any obligation hereunder.

(9) INSPECTIONS

We shall be permitted, but not obligated, to inspect the **Member's** property and operations at any time. Our right to inspect, the actual inspection, or any report made shall not warrant that such property or operations are safe or that they comply with any applicable laws or regulations.

(10) **LIBERALIZATION**

If we revise this edition of the **Memorandum** to provide broader coverages without an additional contribution charge, we will automatically provide these broader coverages as of the day the revision is effective, subject, however, to all of the terms of this **Memorandum** and the Intergovernmental Contract to which this **Memorandum** attaches.

(11) **OTHER COVERAGES**

If any **covered party** has valid and collectible insurance, self-insurance or pooled coverage for an accident covered by this **Memorandum**, the coverage provided by this **Memorandum** will be excess over such other coverage, except that the **Member** may purchase coverage which is specifically issued to be excess of the coverage provided by this **Memorandum**.

This coverage is excess over any other primary insurance available to the **covered party** covering liability for **damages** arising out of the premises or operations for which the **covered party** has been added as an additional insured by attachment of an endorsement.

(12) **SEVERABILITY OF INTERESTS**

Except with respect to the **limit of coverage** and any rights or duties specifically assigned in this **Memorandum** to the **Member**, this **Memorandum** applies as if each **Member** were the only **Member** and separately to each **covered party** against whom a claim is made or a suit is brought.

(13) **TRANSFER OF RIGHTS OF RECOVERY**

In the event of any payment under this **Memorandum**, we will be subrogated to all of the **covered party's** rights of recovery against any person or organization and the **covered party** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **covered party** shall do nothing to prejudice such rights.

11A

Claims for approval 12-16-2025

VENDOR	REFERENCE	AMOUNT
ARIC ALIAS	SEMI-ANNUAL ALLOWANCE FIREARMS/TASER AMMO/UNIFORM	\$ 1,050.00
DANR	NDPES SURFACE WATER FEE	\$ 50.25
CHUCK FERGUSON	SNOW REMOVAL/2 INSPECTIONS 340 WHITNEY/3 INSPECT 100 N WILDER	\$ 420.00
GOLDEN WEST TECHNOLOGIES	MONTHLY SERVICE FEE - DECEMBER 2025	\$ 583.65
HARRIS CONTRACTING	3 HRS @ \$25/HR-FEMA MTGS/EMAIL/PHONE/REPORTSIN	\$ 75.00
KIEFFER SANITATION	MONTHLY SANITATION FEE-NOVEMBER 2025	\$ 4,657.96
KING BROWN WELDING	REMOVE MOTOR MOUNT/MODIFY & INSTALL NEW MOTOR MOUNT WWTP	\$ 1,122.45
MG OIL	FUEL FOR MARSHAL VEHICLE	\$ 37.98
MT RUSHMORE TELEPHONE	MAIN LINE/2ND LINE PHONES/FAX LINE/INTERNET - NOVEMBER 2025	\$ 406.96
SOUTHERN HILLS PUBLISHING	PUBLISHING/LEGAL NOTICES-NOVEMBER 2025/ADMIN ASSIST AD	\$ 495.25
SILVERSMITH DATA	ANNUAL SOFTWARE/HOSTING FEE	\$ 571.00
SOUTHERN HILLS LAW PLLC	ATTORNEY SERVICES 10/29/25 - 12/1/2025(21.4 HRS@ \$225 + 10.48 CERT MAIL)	\$ 4,825.48
Accounts Payable Total		\$ 14,295.98
Payroll related		
Total Paid On: 12/15/2025		
	Legislative, Financial Administration, Govt Blds	\$ 2,876.66
	Water	\$ -
	Sewer	\$ -
	Promoting City/BBB	\$ -
EFTPS-ELECTRONIC FEDERAL TAX	FED/FICA TAX	\$ 779.85
Payroll Total		\$ 3,656.51
***** REPORT TOTAL *****		\$ 17,952.49

CLAIMS REPORT
Check Range: 12/03/2025-12/16/2025

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
A & B BUSINESS EQUIPMENT INC	MONTHLY PRINTER/FAX FEE				
ALIAS, ARIC	FIREARM MAINTENANCE		1,050.00	655	12/16/25
DANR	NDPES SURFACE WATER FEE	50.25		661	12/11/25
DANR	WASTEWATER DISCHARGE PERMIT		50.25		
EFTPS-Electronic Federal Tax	FED/FICA TAX		779.85	654	12/15/25
CHUCK FERGUSON	SNOW REMOVAL		420.00	18485	12/16/25
GOLDEN WEST TECHNOLOGIES	MONTHLY SERVICE FEE-DEC 2025		583.65	18486	12/16/25
HARRIS CONTRACTING	3 HRS @ \$25/HR		75.00	664	12/16/25
KIEFFER SANITATION	MONTHLY SANITATION FEE-NOV 25		4,657.96	656	12/16/25
KING BROWN WELDING	NEW MOTOR MOUNT FOR WMP		1,122.45	18487	12/16/25
MG OIL	FUEL FOR MARSHAL VEHICLE	37.98		663	12/16/25
MG OIL	FUEL FOR MARSHAL - SEPT 2025		37.98		
MT RUSHMORE TELEPHONE	PHONE/INTERNET	136.20		657	12/15/25
MT RUSHMORE TELEPHONE	PHONE/INTERNET	67.40		658	12/15/25
MT RUSHMORE TELEPHONE	PHONE/INTERNET	145.65		659	12/15/25
MT RUSHMORE TELEPHONE	PHONE/INTERNET	57.71	406.96	660	12/15/25
Southern Hills Publishing	PUBLISHING/LEGAL NOTICES 11/25		495.25	18488	12/16/25
SILVERSMITH DATA	ANNUAL SOFTWARE/HOSTING FEE	571.00		662	12/11/25
SILVERSMITH DATA	ANNUAL SOFTWARE/HOSTING FEE		571.00		
SOUTHERN HILLS LAW PLLC	ATTORNEY SERVICES 10/29-12-1		4,825.48	18489	12/16/25
Accounts Payable Total			15,075.83		
Utility Refund Checks					
Refund Checks Total					
Payroll Checks					
	101 GENERAL		2,876.66		
Total Paid On: 12/15/25			2,876.66		
Report Total			17,952.49		

CLAIMS REPORT

CLAIMS FUND SUMMARY

FUND	NAME	AMOUNT
101	GENERAL	16,208.79
602	WATER	335.75
604	SEWER	1,407.95

	TOTAL FUNDS	17,952.49

13A

	REVENUES-DEC 2025	REVENUE -YEAR TO DATE	2025 BUDGET
GENERAL FUND	\$ 12,039.00	\$ 533,154.00	\$ 463,640.00
BBB FUND	\$ 158.00	\$ 26,877.00	\$ 15,000.00
TIF FUND		\$ 147,591.00	\$ -
WATER FUND	\$ 13,295.00	\$ 222,427.00	\$ 818,760.00
SEWER FUND	\$ 10,328.00	\$ 1,029,779.00	\$ 152,235.00

	EXPENSES-DEC 2025	EXPENSES-YEAR TO DATE	2025 BUDGET
GENERAL FUND	\$ 5,101.00	\$ 32,374.00	\$ 31,169.00
BOT			
ELECTION	\$ -	\$ 20.93	\$ 1,255.00
FINANCE OFFICE	\$ 11,283.00	\$ 137,805.00	\$ 152,790.00
ATTORNEY	\$ 4,825.00	\$ 39,253.00	\$ 40,000.00
CUSTODIAN		\$ 1,052.00	\$ 2,557.00
ENGINEER	\$ 19,933.00	\$ 306,862.00	\$ 315,000.00
LAW ENFORCEME	\$ 4,992.00	\$ 28,821.00	\$ 66,897.00

INSPECTIONS	\$	210.00	\$	336.00	\$	1,000.00
STREETS	\$	1,444.00	\$	48,307.00	\$	59,872.00
GARBAGE	\$	4,658.00	\$	57,067.00	\$	61,500.00
TOTAL GENERAL	\$	52,446.00	\$	651,897.93	\$	732,040.00
BBB	\$	517.00	\$	1,737.00	\$	15,000.00
TIF	\$	12,219.00	\$	117,961.00	\$	106,000.00
WATER	\$	6,272.00	\$	144,869.00	\$	818,760.00
SEWER	\$	11,989.00	\$	1,524,534.00	\$	152,235.00
NET PROFIT/LOSS						
GENERAL	\$	(40,407.00)	\$	(118,743.93)		
BBB	\$	(359.00)	\$	25,140.00		
TIF	\$	(12,219.00)	\$	29,630.00		
WATER	\$	7,023.00	\$	77,558.00		

SEWER	\$	(1,661.00)	\$	(494,755.00)
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BALANCE AS OF 11/30/2025

BANKWEST CHECKING	\$	1,222,049.65
SD FIT INVESTMENT	\$	158,808.21
1ST NATIONAL BANK CD	\$	<u>140,501.08</u>
TOTAL	\$	1,521,358.94

JANUARY

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

FEBRUARY

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

MARCH

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

APRIL

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

MAY

S	M	T	W	T	F	S
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

JUNE

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

JULY

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

AUGUST

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

SEPTEMBER

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

OCTOBER

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

NOVEMBER

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

DECEMBER

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November 20, 2025

13E

Finance officer and Town Board members,

I'm writing this to address some of your board's decisions that you have been making. For starters there was a board member that resigned, and then the board members tried to rescind her motion but then found some loophole that would not let her stay on the board. After she was removed, the board asked for letters of intent to join the Hermosa board of trustees. You had two town members that asked to join. The first run on Nov 4th you had a person by the name of Kathy Pillen who has very little knowledge of town government. I watched her at a few meetings, and her input really wasn't about the town but only one individual. The second letter the board received was from a lady whose name was Tren Matheny. She seemed very passionate about the future of the town. I had heard from many that she has helped the town board and finance officer on computer issues, ordinances, and had a part in the Hermosa web page. The night in question was a tied vote, so no one was appointed.

On the meeting November 18th, it was put on the agenda. Mrs. Matheny had attended but Mrs. Pillen was not. Again, it was discussed, and Mrs. Matheny addressed the board again about wanting to be appointed for the rest of the term. There were some very good points when she once again addressed the board. Out of nowhere I believe it was a woman by the name of Donna Ferguson started asking Mrs. Matheny questions on why she wanted the position. Other questions that were asked was in the lines of "Are you a person that has your own mind or can you be swayed by somebody", "Can you speak for yourself", "Are you going to be a one-man person"? I don't quite understand her questions other than she feels she is doing this for someone. Mrs. Ferguson was asking her questions as if Mrs. Matheny was doing it for someone else's self again. As she explained her reason for wanting to be on board, she had mentioned a man by the name of Dan and that must have been who Mrs. Ferguson thought she was wanting to be on the board for.

There was a point made about appointing one of these individuals until the June election. I'm not sure why the board couldn't come together on an appointment. I did a little background checking, and I couldn't really find anything on Trena Matheny other than when she was at the meeting. She always looks as if she is looking up information or asking questions to know more. You then have Mrs. Pillen who does voice a lot of negative input. This town needs those on the board that wants the best for our community and not a board that looks as if it has a personal vendetta. Why don't you work on what is best and not how to control the vote? I can tell you that Trena Matheny is not a person that will vote because of someone else's opinion. She would be a great asset to this town. Just take a step back and look at all she has already done for the town.

Kathy Pillen is not the answer to helping this town, watching her interact in most of the meetings that she was in attendance to, she made it about one individual that she either criticized or found fault with. Do you as a board feel as if she is the best choice for the town or is she going to be as Mrs. Ferguson insinuated about Mrs. Matheny someone that will be a yes vote for them. I hope you all, as individuals, stop making the town look bad so more people will want to move here. From what I have heard, this is a big reason why people won't make a move or live in this town.

Could this letter please be forwarded to each of the town board members thank you a very concerned town citizen,



HERMOSA ARTS &
HISTORY ASSOCIATION
PO Box 175
HERMOSA, SD 57744-0175

Hermosa Town Office

B.B.B Fund

Railroads, Cowboys and Memories...our past



Heritage, Faith and Community...our future

Hermosa B.O.T. B.B.B Fund:

Thank you so much for the
generous donation to the H.A.H.A.
Christmas Carnival. H.A.H.A.

Members said this one was
the best one so far. The huge
donation really helped with our

Santa Shop. Aaron thanks for
coming - N - representing the B.O.T.

Merry Christmas!!
Hermosa Arts & History Association
A 501(c)(3) Organization

H.A.H.A.
members

**RESOLUTION 08-2025
WATER RATE STRUCTURE**

14B
Hist = Res

A RESOLUTION TO ESTABLISH WATER RATES AND CHARGES FOR THE MUNICIPALITY OF HERMOSA, CUSTER COUNTY, SOUTH DAKOTA.

BE IT RESOLVED by the Municipality of Hermosa, Custer County, South Dakota that, under the authority in the Town Code of Ordinances 50.11, the owners or occupants connected with the Hermosa Municipal Water System shall pay for water consumed as listed in the rate schedule below.

IT IS HEREBY ESTABLISHED, that there shall be six (6) classes of water users: In Town Residential, In Town Commercial, North Hermosa Water Users, Out of Town Residential, Out of Town Commercial, and Historic/Religious

The new category "Historic/Religious" means any building within the municipal limits of the Town of Hermosa that meets the following criteria:

- 1) Is owned or operated by a nonprofit organization whose primary purpose is historical preservation, heritage education, religious worship, or religious instruction
- 2) Is open to the public for historical, cultural, educational, or religious purposes on a periodic or regular basis; and
- 3) Has applied to the town clerk for recognition of such status

HERMOSA WATER RATES

GALLONS	IN-TOWN RESIDENTIAL	IN-TOWN COMMERCIAL	N HERMOSA WATER USERS	OUT OF TOWN RESIDENTIAL	OUT OF TOWN COMMERCIAL	HISTORICAL /RELIGIOUS
0-3000	\$41.00	\$65.00	\$56.00	\$75.00	\$90.00	\$41.00
3001-4000	\$46.00	\$71.00	\$66.00	\$85.00	\$102.00	\$46.00
4001-5000	\$51.00	\$77.00	\$76.00	\$95.00	\$114.00	\$51.00
5001-6000	\$56.00	\$83.00	\$86.00	\$105.00	\$126.00	\$56.00
6001-7000	\$61.00	\$89.00	\$96.00	\$115.00	\$138.00	\$61.00
7001-8000	\$66.00	\$95.00	\$106.00	\$125.00	\$150.00	\$66.00
8001-9000	\$71.00	\$101.00	\$116.00	\$135.00	\$162.00	\$71.00
9001-10000	\$76.00	\$107.00	\$126.00	\$145.00	\$174.00	\$76.00
10001-11000	\$81.00	\$113.00	\$136.00	\$155.00	\$186.00	\$81.00
11001-12000	\$86.00	\$119.00	\$146.00	\$165.00	\$198.00	\$86.00
12001-13000	\$91.00	\$125.00	\$156.00	\$175.00	\$210.00	\$91.00
13001-14000	\$96.00	\$131.00	\$166.00	\$185.00	\$222.00	\$96.00
14001-15000	\$101.00	\$137.00	\$176.00	\$195.00	\$234.00	\$101.00
15001-16000	\$106.00	\$143.00	\$186.00	\$205.00	\$246.00	\$106.00
16001-17000	\$111.00	\$149.00	\$196.00	\$215.00	\$258.00	\$111.00
17001-18000	\$116.00	\$155.00	\$206.00	\$225.00	\$270.00	\$116.00
18001-19000	\$121.00	\$161.00	\$216.00	\$235.00	\$282.00	\$121.00
19001-20000	\$126.00	\$167.00	\$226.00	\$245.00	\$294.00	\$126.00

Each 1000 gallons thereafter shall be calculated at the rate of \$5.00 for in town residential users, \$6.00 for in town commercial users, \$10.00 for out-of-town residential users, and \$12.00 for out-of-town commercial users.

ATTEST:

TOWN OF HERMOSA

Terri Cornelison
Finance Officer

Kelburn Koontz
Town Board President

Vote: Koontz,
Servis,
Kramer,
Ferguson,

First Reading: 12/16/2025

Published: _____

Published once at the approximate cost of _____ in the Custer County Chronicle

**RESOLUTION 08-2025
WATER RATE STRUCTURE**

**Hist 10%
Res**

A RESOLUTION TO ESTABLISH WATER RATES AND CHARGES FOR THE MUNICIPALITY OF HERMOSA, CUSTER COUNTY, SOUTH DAKOTA.

BE IT RESOLVED by the Municipality of Hermosa, Custer County, South Dakota that, under the authority in the Town Code of Ordinances 50.11, the owners or occupants connected with the Hermosa Municipal Water System shall pay for water consumed as listed in the rate schedule below.

IT IS HEREBY ESTABLISHED, that there shall be six (6) classes of water users: In Town Residential, In Town Commercial, North Hermosa Water Users, Out of Town Residential, Out of Town Commercial, and Historic/Religious

The new category "Historic/Religious" means any building within the municipal limits of the Town of Hermosa that meets the following criteria:

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- 2) Is open to the public for historical, cultural, educational, or religious purposes on a periodic or regular basis; and
- 3) Has applied to the town clerk for recognition of such status

HERMOSA WATER RATES

GALLONS	IN-TOWN RESIDENTIAL	IN-TOWN COMMERCIAL	N HERMOSA WATER USERS	OUT OF TOWN RESIDENTIAL	OUT OF TOWN COMMERCIAL	HISTORICAL /RELIGIOUS
0-3000	\$41.00	\$65.00	\$56.00	\$75.00	\$90.00	\$36.90
3001-4000	\$46.00	\$71.00	\$66.00	\$85.00	\$102.00	\$41.40
4001-5000	\$51.00	\$77.00	\$76.00	\$95.00	\$114.00	\$45.90
5001-6000	\$56.00	\$83.00	\$86.00	\$105.00	\$126.00	\$50.40
6001-7000	\$61.00	\$89.00	\$96.00	\$115.00	\$138.00	\$54.90
7001-8000	\$66.00	\$95.00	\$106.00	\$125.00	\$150.00	\$59.40
8001-9000	\$71.00	\$101.00	\$116.00	\$135.00	\$162.00	\$63.90
9001-10000	\$76.00	\$107.00	\$126.00	\$145.00	\$174.00	\$68.40
10001-11000	\$81.00	\$113.00	\$136.00	\$155.00	\$186.00	\$72.90
11001-12000	\$86.00	\$119.00	\$146.00	\$165.00	\$198.00	\$77.40
12001-13000	\$91.00	\$125.00	\$156.00	\$175.00	\$210.00	\$81.90
13001-14000	\$96.00	\$131.00	\$166.00	\$185.00	\$222.00	\$86.40
14001-15000	\$101.00	\$137.00	\$176.00	\$195.00	\$234.00	\$90.90
15001-16000	\$106.00	\$143.00	\$186.00	\$205.00	\$246.00	\$95.40
16001-17000	\$111.00	\$149.00	\$196.00	\$215.00	\$258.00	\$99.90
17001-18000	\$116.00	\$155.00	\$206.00	\$225.00	\$270.00	\$104.40
18001-19000	\$121.00	\$161.00	\$216.00	\$235.00	\$282.00	\$108.90
19001-20000	\$126.00	\$167.00	\$226.00	\$245.00	\$294.00	\$113.40

Each 1000 gallons thereafter shall be calculated at the rate of \$5.00 for in town residential users, \$6.00 for in town commercial users, \$10.00 for out-of-town residential users, and \$12.00 for out-of-town commercial users.

ATTEST:

TOWN OF HERMOSA

Terri Cornelison
Finance Officer

Kelburn Koontz
Town Board President

Vote: Koontz,
Servis,
Kramer,
Ferguson,

First Reading: 12/16/2025

Published: _____

Published once at the approximate cost of _____ in the Custer County Chronicle

**RESOLUTION 09-2025
SEWER RATE STRUCTURE**

14C
Hist = Res

A RESOLUTION TO ESTABLISH SEWER RATES AND CHARGES FOR THE MUNICIPALITY OF HERMOSA, CUSTER COUNTY, SOUTH DAKOTA.

BE IT RESOLVED by the Municipality of Hermosa, Custer County, South Dakota that, under the authority in the Town Code of Ordinances 50.11, the owners or occupants connected with the Hermosa Municipal Sewer System shall pay for water consumed as listed in the rate schedule below.

IT IS HEREBY ESTABLISHED, that there shall be six (6) classes of water users: In Town Residential, In Town Commercial, North Hermosa Water Users, Out of Town Residential, Out of Town Commercial, and Historic/Religious

The new category "Historic/Religious" means any building within the municipal limits of the Town of Hermosa that meets the following criteria:

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- 2) Is open to the public for historical, cultural, educational, or religious purposes on a periodic or regular basis; and
- 3) Has applied to the town clerk for recognition of such status

HERMOSA SEWER RATES

GALLONS	IN-TOWN RESIDENTIAL	IN-TOWN COMMERCIAL	N HERMOSA WATER USERS	OUT OF TOWN RESIDENTIAL	OUT OF TOWN COMMERCIAL	HISTORICAL /RELIGIOUS
0-3000	\$34.10	\$60.50	\$56.00	\$71.50	\$88.00	\$34.10
3001-4000	\$35.75	\$64.35	\$66.00	\$77.83	\$92.15	\$35.75
4001-5000	\$37.40	\$68.20	\$76.00	\$84.15	\$102.30	\$37.40
5001-6000	\$39.05	\$72.05	\$86.00	\$90.48	\$109.45	\$39.05
6001-7000	\$40.70	\$75.90	\$96.00	\$96.80	\$116.60	\$40.70
7001-8000	\$42.35	\$79.75	\$106.00	\$103.13	\$123.75	\$42.35
8001-9000	\$44.00	\$83.60	\$116.00	\$109.45	\$130.90	\$44.00
9001-10000	\$45.65	\$87.45	\$126.00	\$115.78	\$138.05	\$45.65
10001-11000	\$47.30	\$91.30	\$136.00	\$122.10	\$145.20	\$47.30
11001-12000	\$48.95	\$95.15	\$146.00	\$128.43	\$152.35	\$48.95
12001-13000	\$50.60	\$99.00	\$156.00	\$134.75	\$159.50	\$50.60
13001-14000	\$52.25	\$102.85	\$166.00	\$141.08	\$166.65	\$52.25
14001-15000	\$53.90	\$106.70	\$176.00	\$147.40	\$173.80	\$53.90
15001-16000	\$55.55	\$110.55	\$186.00	\$153.73	\$180.95	\$55.55
16001-17000	\$57.20	\$114.40	\$196.00	\$160.05	\$188.10	\$57.20
17001-18000	\$58.85	\$118.25	\$206.00	\$166.38	\$195.25	\$58.85
18001-19000	\$60.50	\$122.10	\$216.00	\$172.70	\$202.40	\$60.50
19001-20000	\$62.15	\$125.95	\$226.00	\$179.03	\$209.55	\$62.15

Each 1000 gallons thereafter shall be calculated at the rate of \$1.65 for in town residential users, \$3.85 for in town commercial users, \$6.33 for out-of-town residential users, and \$7.15 for out-of-town commercial users.

ATTEST:

TOWN OF HERMOSA

Terri Cornelison
Finance Officer

Kelburn Koontz
Town Board President

Vote: Koontz,
Servis,
Kramer,
Ferguson,

First Reading: 12-16-2025

Published: _____

Published once at the approximate cost of _____ in the Custer County Chronicle

**RESOLUTION 09-2025
SEWER RATE STRUCTURE**

Hist 1022 Res

A RESOLUTION TO ESTABLISH SEWER RATES AND CHARGES FOR THE MUNICIPALITY OF HERMOSA, CUSTER COUNTY, SOUTH DAKOTA.

BE IT RESOLVED by the Municipality of Hermosa, Custer County, South Dakota that, under the authority in the Town Code of Ordinances 50.11, the owners or occupants connected with the Hermosa Municipal Sewer System shall pay for water consumed as listed in the rate schedule below.

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HERMOSA SEWER RATES

GALLONS	IN-TOWN RESIDENTIAL	IN-TOWN COMMERCIAL	N HERMOSA WATER USERS	OUT OF TOWN RESIDENTIAL	OUT OF TOWN COMMERCIAL	HISTORICAL /RELIGIOUS
0-3000	\$34.10	\$60.50	\$56.00	\$71.50	\$88.00	\$30.69
3001-4000	\$35.75	\$64.35	\$66.00	\$77.83	\$92.15	\$32.18
4001-5000	\$37.40	\$68.20	\$76.00	\$84.15	\$102.30	\$33.66
5001-6000	\$39.05	\$72.05	\$86.00	\$90.48	\$109.45	\$35.15
6001-7000	\$40.70	\$75.90	\$96.00	\$96.80	\$116.60	\$36.63
7001-8000	\$42.35	\$79.75	\$106.00	\$103.13	\$123.75	\$38.12
8001-9000	\$44.00	\$83.60	\$116.00	\$109.45	\$130.90	\$39.60
9001-10000	\$45.65	\$87.45	\$126.00	\$115.78	\$138.05	\$41.09
10001-11000	\$47.30	\$91.30	\$136.00	\$122.10	\$145.20	\$42.57
11001-12000	\$48.95	\$95.15	\$146.00	\$128.43	\$152.35	\$44.06
12001-13000	\$50.60	\$99.00	\$156.00	\$134.75	\$159.50	\$45.54
13001-14000	\$52.25	\$102.85	\$166.00	\$141.08	\$166.65	\$47.03
14001-15000	\$53.90	\$106.70	\$176.00	\$147.40	\$173.80	\$48.51
15001-16000	\$55.55	\$110.55	\$186.00	\$153.73	\$180.95	\$50.00
16001-17000	\$57.20	\$114.40	\$196.00	\$160.05	\$188.10	\$51.48
17001-18000	\$58.85	\$118.25	\$206.00	\$166.38	\$195.25	\$52.97
18001-19000	\$60.50	\$122.10	\$216.00	\$172.70	\$202.40	\$54.45
19001-20000	\$62.15	\$125.95	\$226.00	\$179.03	\$209.55	\$55.94

Each 1000 gallons thereafter shall be calculated at the rate of \$1.65 for in town residential users, \$3.85 for in town commercial users, \$6.33 for out-of-town residential users, and \$7.15 for out-of-town commercial users.

ATTEST:

TOWN OF HERMOSA

Terri Cornelison
Finance Officer

Kelburn Koontz
Town Board President

Vote: Koontz,
Servis,
Kramer,
Ferguson,

First Reading: 12-16-2025

Published: _____

Published once at the approximate cost of _____ in the Custer County Chronicle



15A

October 31, 2025

Mr. Chuck Ferguson
Public Works Director
City of Hermosa
P.O. Box 298
230 Main Street
Hermosa, South Dakota 57744

RE: 2025 City of Hermosa Bridge Maintenance Inspection

Dear Mr. Ferguson,

We at Brosz Engineering, Inc. have completed the City of Hermosa Bridge Maintenance Inspection for 2025. There are minor Repair and Posting Recommendations provided in the Bridge Inspection Report, summarized below.

17-434-018 This Single Barrel Precast Reinforced Concrete Box Culvert on North Second Street was the structure investigated. Built in 2021, the structure is in good overall condition with only minor damage in the form of spalls at a few places in the barrels and on the apron. These likely occurred during installation as they are at joint locations. This is not an uncommon occurrence. Most of the damaged areas do not require any maintenance but one of the spalls in the top slab exposes rebar. This spall should either be patched or have the exposed rebar painted to avoid corrosion causing future issues. Additionally, the Load Posting signs at the intersections 1.0 miles north of the structure and with Main Street to the south may both be removed as they are for the previous structure.

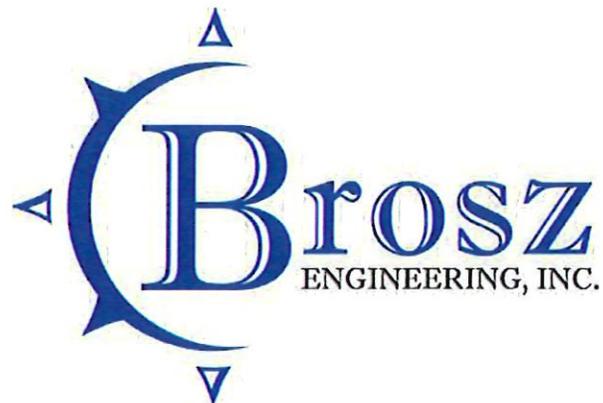
If you have any questions or comments regarding this submittal, please contact us. Thank you for the opportunity to perform this service for the City of Hermosa.

BROSZ ENGINEERING, INC.

A handwritten signature in blue ink that reads 'Zachariah Wilsey'.

Zachariah Wilsey
Bridge Inspector
c (605) 515-3676
e zachw@broszengineering.com

BRIDGE INSPECTION
For
CITY OF HERMOSA
STRUCTURE NUMBER
17-434-018
2025



PROVIDING HIGH-QUALITY COST-EFFECTIVE ENGINEERING & SURVEYING SERVICES ► BROSZENG.COM

PROUDLY SERVING NORTH DAKOTA, SOUTH DAKOTA & MONTANA

BRIDGE INSPECTION REPORT

Orientation Sketch



Structure No.: 17-434-018 **Maint. Proj. No.:**
Feature Carried: North Second Street **County:** City of Hermosa
Feature Crossed: Old Dairy Drainage
Length: 22.3'
Year Built: 2021 **Skew:** 10° LHF **Lat:** 43.84277 **Long:** -103.19101
Agency Responsible for Maintenance: City of Hermosa
Location: 0.2 Mi. N. of Hermosa
Bridge Description: Single Cell 21'x7' Precast Concrete Box Culvert

POSTING RECOMMENDATIONS

Legal Loads – No Posting is Required.

CULVERT CONDITION RATING: 7

Date Inspected	Inspectors	Crew Leaders Signature	Temperature
04/26/23	C. Hammond, A. Westerbuhr		41 Deg F
04/21/25	B. Wilsey, Z. Wilsey		59 Deg F

REGION REPAIR RECOMMENDATIONS/CONTRACT REPAIRS

Repairs Required to Increase Load Limit

N/A

Repairs – Preservation and General Structure Maintenance

Patch spall with exposed rebar in top slab of barrel section #7.

Repairs – Approach and Signing

Bridge weight limit signs should be removed at the intersection of Main St. to south and intersection 1.0 miles north of structure.

Repairs – Channel and/or Berms

None.

Repairs to Improve Safety and/or Upgrade to Current FHWA Standards

None.

RECOMMENDATIONS MADE BY



APPROACH – ITEMS 65.00 – 65.09

1. **Alignment**
The approaches have fair alignment with the structure. Box sits in a horizontal curve. The road bends west just north of the box. There is also a vertical crest south of the structure. Sight distance is adequate south but limited north.
2. **Condition**
Approach roadways are in good condition. Approaches are asphalt surfaced and are smooth over box. Loose chips are forming small windrows on edges of roadway.
3. **Joints**
No joints.
4. **Guard Rails**
W-beam guardrail off each corner of the box terminating with a fish tail end terminal. NE is 72', NW is 84', SW is 35', and SE is 47' long.
5. **Embankment**
±4:1 inslopes are stable & well vegetated with grass. Vegetation is established and stable in the project limit.
6. **Drainage**
Away from roadway and into ditches. Ditches drain toward the channel. Erosion control wattles are still in place and appear to be deteriorating.
7. **Signing**
Type 2 object markers at each corner of the box behind the guardrail. No delineation present.
8. **Roadway Width**
Approach roadway width of approximately 24'.
9. **Existing Posting**
Posted "Bridge Weight Limit 3 Tons" at intersection of Main St. to south and intersection 1.0 miles north of structure.
10. **Benchmarks**
None.
11. **Utilities**
Overhead power running along the west R.O.W.

BOX CULVERT – ITEMS 62.00 – 62.10

1. **Barrel**

The precast box culvert is a single 21'x7' cell consisting of ten-barrel sections and two wing sections per side. Sections are 5'-4" long except the eastmost section which is 4'-7 ½" long. The box is in good overall condition. Section 1 has a small spall in the north wall and a shallow spall in the top slab. Sections 3-6 all have shallow spalls in the top slab. Barrel section 7 has a 9" x 12" x 1 ¼" spall that is exposing rebar. Rebar is rusted but does not appear to be losing section yet. Barrel sections 8 and 9 have spalls that are ±1 ½" deep but are not exposing rebar.
2. **Parapets**

No parapets.
3. **Floor**

Barrel floors are in as new condition. No defects found.
4. **Aprons**

Apron sections are in good overall condition. The west apron section of the west interior wing has a 10" x 9" spall as well as 3 shallow chips. The east apron section of the east exterior wing has a shallow, 18" x 9" spall. East interior section has a 12" x 8" shallow spall.
5. **Wingwalls**

Two wingwall sections per side are in as new condition. Exterior sections are 7'-0" long and interior sections are 5'-4" long. West interior section south bottom chamfer has a light crack towards barrel.
6. **Deck**

Not visible under 2.3' of fill and asphalt surfacing.

 - A. **Overlay**

Asphalt surfacing is in good condition. No overlay over the asphalt.
 - B. **Railing**

There is W-beam guardrail in as new condition.
7. **Drop Outlet & Energy Dissipators**

No existing drop outlets or energy dissipators.
8. **Utilities**

None attached to the structure.

CHANNEL AND CHANNEL PROTECTION – ITEMS 61.00 – 61.09

1. **Channel**
The channel is established and well defined.
 - A. **Alignment**
The channel aligns well with the structure flowing west to east straight through the cell.
 - B. **Vegetation**
Channel banks are well vegetated with established grass both up and downstream. There are a few trees upstream as well.
 - C. **Scour**
No scour.
 - D. **Debris**
No debris.
 - E. **Flow Line**
Stable.
2. **Embankment Erosion**
No significant embankment erosion.
3. **Waterway Adequacy**
Appears adequate for normal flows.
4. **Spur Dikes & Jetties**
No spur dikes or jetties.
5. **Wing Dams**
No wing dams.
6. **Riprap**
Class A/B fieldstone riprap off apron ends both up and downstream. Extends 10' upstream and 25' downstream.
7. **Observed Highwater Elevation**
None.
8. **Streambed**
Grass lined channel.



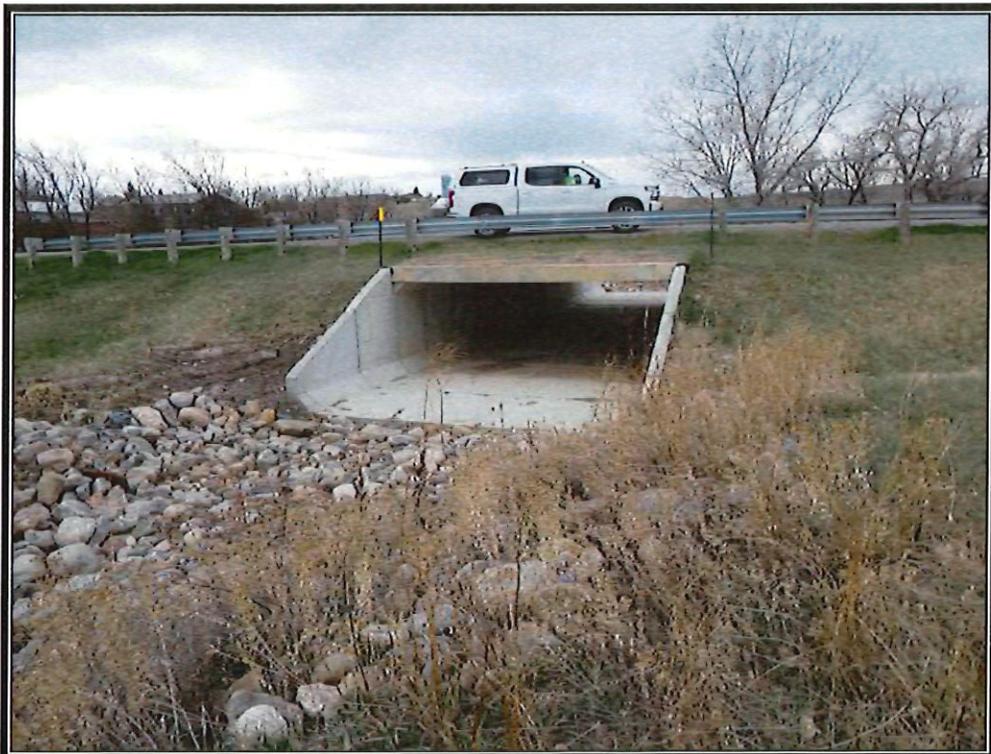
North Approach



South Approach



Upstream Looking East



Downstream Looking West



View of Upstream Channel From Structure



View of Downstream Channel From Structure



Load Posting Sign at Intersection of Main Street



Typical Rail - West



Typical Rail - East



Spall on Outlet Apron



Spall in Top Slab on Section 9-10



Spall in Top Slab on Section 8-9



Spall in Top Slab on Section 7-8



Spall in Top Slab on Section 5-6



Spall in Top Slab on Section 4-5



Spall on Inlet Apron

TOWN OF HERMOSA
ORDINANCE NO. 2.077B
SUPPLEMENTAL APPROPRIATION ORDINANCE

15C

Be it ordained by the Town of Hermosa that the following sums are supplementally appropriated to meet obligation of the municipality.

<u>EXPENDITURES</u>	General Fund Fund 101
41110 <u>Board of Trustees</u>	
Professional Fees	\$ 1,500.00
Total Board of Trustees	\$ 1,500.00
<u>Total Appropriations</u>	\$ 1,500.00

<u>EXPENDITURES</u>	TIF Debt Service Fund 301
46500 <u>TIF Debt Service</u>	
Debt Service Expense	\$ 12,000.00
Total TIF Debt Service	\$ 12,000.00
<u>Total Appropriations</u>	\$ 12,000.00

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

<u>REVENUE</u>	General Fund Fund 101
<u>SOURCE OF FUNDING</u>	
Unassigned Fund Balance	\$ 1,500.00
<u>TOTAL MEANS OF FINANCE</u>	\$ 1,500.00

<u>REVENUE</u>	TIF Debt Service Fund 301
<u>SOURCE OF FUNDING</u>	
Unassigned Fund Balance	\$ 12,000.00
<u>TOTAL MEANS OF FINANCE</u>	\$ 12,000.00

Dated this 16th day of December, 2025.

ATTEST:

Terri Cornelison, Finance Officer

Vote: Kramer:
Koontz:
Ferguson:
Serviss:

Kelburn Koontz, Board President

First Reading: December 16, 2025
Second Reading:
Publication:

Published once at the approximate cost of \$_____.