HERMOSA TOWN BOARD
SEPTEMBER 22, 2026
REGULAR MEETING @ 6:00PM

1) **ROLL CALL:**
   A. BOT Roll Call: Ferguson, Kramer, Matheny, Miller, Serviss
   B. Acknowledgment of other Attendees
   C. Pledge of Allegiance to be led by the Board President

2) **COMMENTS FROM THE PUBLIC**: 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. However, **citizens may request items for discussion.**
   1. Reserved time for public comment under this section is **15 minutes.**
   2. Each member of the public is allotted **90 seconds** for comment during this section.
   3. Anyone addressing the Board during this time shall take the podium after being recognized.
   4. A sign up sheet shall be available at the door to allow for priority in speaking.
   5. After these time limits are reached, all further commentary shall be made only with the Chair's approval.

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

4) **CONSENT CALENDAR**:
   A. Approval of September 8, 2026, regular meeting minutes

5) **CONFLICT OF INTEREST DECLARATION:**
   (Roll call voting for any agenda item where a conflict of interest is formally identified)

6) **LEGAL:**
   A. Town Attorney Report

7) **TOWN UPDATES:**
   A. Approve implementation of Reserve Agenda
   B. Introduction of Sage Water Works – Interim Town Water Operator
   C. Volunteer opportunity – Cleanup of Tower Hill

8) **CITIZEN/STAKEHOLDER ITEMS:**
   A. Approve request from HAHA Santa's Village for funding from BBB funds

9) **PLANNING AND ZONING:**
   A. Adjourn as the Board of Trustees and reconvene as the Planning Commission
   B. Review Final Plat of Allan Tracts 1, 2, & 3, Located in the NE4 of Section 31, T2S, R8E, BHM, Custer County, South Dakota
   C. Approve Resolution #10-2026 Plat of Sclaus Tract and Fairfield Tract, Located in the NE4NE4 of Section 32, T2S, R8E, BHM, Custer County, South Dakota
   D. Comments on Custer County Building Permit – Parcel #015987 McDermand Sub.-Barnier Tract 3
   E. Approve Permanent Sign Permit Application #2026-24-MG Oil Company -25 N Heartland Express
   F. Adjourn as Planning Commission and reconvene as the Board of Trustees

10) **OLD BUSINESS:**
   A. Second reading of chapter 51 Sewer Ordinances
   B. New Tank – Approve waiver of remaining contractor responsibilities

HERMOSA TOWN BOARD
TUESDAY, SEPTEMBER 8, 2026
REGULAR MEETING @ 6:00PM
Draft minutes

4A

ROLL CALL: Serviss called the meeting to order on Tuesday, September 8, 2026, at 6:00 p.m. with the following members present: Ferguson, Kramer, Matheny, Miller, and Serviss. Interested citizens, and Town Attorney James were also present. Pledge of Allegiance led by Serviss.

COMMENTS FROM THE PUBLIC: Realtor, Mike Sjodin, was in attendance and asked about availability of water on land west of Highway 79.

CALL FOR CHANGES: Motion by Kramer and seconded by Matheny to add Item 9F Discussion on Hermosa Hills further development and approve agenda as amended; vote: all aye, motion carried.

CONSENT CALENDAR: Motion by Miller and seconded by Ferguson to approve August 17, 2026, special meeting minutes as presented; vote: three aye and two abstain, motion carried. Motion by Matheny and seconded by Miller to approve August 18, 2026, regular meeting minutes as presented; vote: four aye and one abstain, 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. Roll call voting for any agenda item where a conflict of interest is formally identified.

LEGAL: Town Attorney James reported draft of Preston Family agreement is ready and can be viewed in Executive Session. James has also filed complaint form to FEMA OIG hotline to initiate dispute with ATAC as directed by the board at the August 18, 2026, regular meeting. A letter has been sent by certified mail, today, to ATAC regarding the dispute of five invoices submitted for payment at the August 18, 2026, meeting.

PLANNING & ZONING: Motion by Kramer and seconded by Matheny to adjourn as Board of Trustees and reconvene as Planning & Zoning Board; vote: all aye, motion carried. Motion by Kramer and seconded by Matheny to approve Final Plat of Sclaus Tract and Fairfield Tract, Located in the NE4NE4 of Section 32, T2S, R8E, BHM, Custer County, South Dakota; vote: four aye and one abstain, motion carried. Motion by Kramer and seconded by Matheny to approve Residential Building Permit #2026-29 – 195 5th Street – Parel #009301 – Neil and Frances Yager, contingent upon all contractors listed in the permit obtain contractor licenses with the town; vote: all aye, motion carried. Permits #2026-31 and #2026-32 – move/tear down sheds – Danny & Debora Holsworth were provided for information purposes. Permit #2026-33 – put 10'x12' shed in back yard – Mindy Holsworth was provided for informational purposes. Discussion was held with realtor Mike Sjoden, engineer Shane Delbridge and contractor Trent Pulis on their plans to develop the Hermosa Hills property, starting with twenty four affordable housing sites just south of Marie Street, which includes six different floor plans. Motion by Matheny and seconded by Kramer to adjourn as Planning & Zoning Board at 6:59 p.m.; vote: all aye, motion carried. Motion by Miller and seconded by Matheny to reconvene as Board of Trustees at 6:59 p.m; vote: all aye, motion carried.

OLD BUSINESS: The first reading of Chapter 51 Sewer Ordinances was held. Motion by Kramer to table Item 10B New Tank – Approve waiver of remaining contractor responsibilities. Motion failed for a lack of a second. Motion by Kramer and seconded by Matheny to table Item 10B New Tank – Approve waiver of remaining contractor responsibilities and have town attorney review; vote: all aye, motion carried.

BREAK: The board took a break at 7:13 p.m. and reconvened at 7:19 p.m.

HERMOSA TOWN BOARD
TUESDAY, SEPTEMBER 8, 2026
REGULAR MEETING @ 6:00PM
Draft minutes

OLD BUSINESS CONTINUED: Motion by Kramer and seconded by Matheny to approve fixing sewer issue at 315 Manning Street from town main to homeowners property line and work with homeowner to make sure there is a proper connection. Motion amended by Serviss and seconded by Ferguson to approve sourcing of contractor to replace and/or install proper saddle at connection to main at 315 Manning Street. Vote on amendment: all aye, motion carried. Vote on original: four aye and one abstain, motion carried. Discussion on mowing of town property and continue to use volunteers to mow for now.

NEW BUSINESS: Item 11A Tower Hill Road drainage upgrade plan discussion will be pended until the next regular meeting. Miller stated she had spoke with Humane Services in Rapid City. Item 11B Discussion on Pursuing contracted animal control services is pending. Motion by Matheny and seconded by Miller to table Item 11C Approve Floodplain Administrator and Liaison Appointment until the next regular meeting; vote: all aye, motion carried. Serviss will work on RFQ for Infrastructure Remediation Strategic Approach. Motion by Matheny and seconded by Kramer to approve purchase of new source meter for South Pump House not to exceed a cost of $2,646.90; vote: all aye, motion carried. Motion by Kramer and seconded by Matheny to approve $2,500.00 budget for gravel maintenance, as long as stored behind locked gate; vote: two aye and three nay, motion failed. Motion by Miller and seconded by Ferguson to approve budget of $2,500.00 for gravel maintenance; vote: all aye, motion carried. The first reading of Ordinance 2.079 Appropriating Funds for the Fiscal Year 2027 was held. Item 11H Approve building inspector/code enforcement agreement is pending. Motion by Matheny and seconded by Kramer to pend Item 11I Approve welded tank maintenance agreement – USG Solutions, until the next regular meeting; vote: all aye, motion carried.

CLAIMS: Motion by Matheny and seconded by Kramer to approve payroll for August 31, 2026, and claims for September 8, 2026, as presented (does not include ATAC invoices totaling $$15,570, as they are being disputed); vote: all aye, motion carried.

VENDOR	REFERENCE	AMOUNT
A & B BUSINESS EQUIPMENT INC.	MONTHLY PRINTER/FAX FEE	$ 581.15
ALL ASPECTS INC.	SURVEY WORK FOR WATER TANKS (BOT APPROVED 7-20-260	$ 3,530.00
BANK WEST	MONTHLY PAYROLL ACH FEE/AP ACH FEE	$ 40.00
BANK WEST CREDIT CARD SERVICES	WATER TANK PARTS-HOSE/FUEL TANK/ADAPTERS/PIPE-ADOBE/CANDY	$ 1,605.91
BLACK HILLS ELECTRIC COOP	ELECTRIC UTILITIES - GENERAL/STREETS/WATER/SEWER	$ 4,325.93
CONIFER CONSTRUCTION	REIMBURSE INTERNET SERVICE MONTHLY FEE JUNE/JULY/AUGUST	$ 621.00
CONNIE LEIMER	TWO TRAPPED CATS -SPAY/NEUTER, REIMBURSE SAFETY VESTS	$ 90.11
CUSTER COUNTY AUDITOR	COMBINED ELECTION COST SHARE	$ 724.33
RURAL DEVELOPMENT LOAN 1	RD1 LOAN PRINCIPAL AND INTEREST	$ 1,278.00
RURAL DEVELOPMENT LOAN 2	RD2 LOAN PRINCIPAL AND INTEREST	$ 417.00
RURAL DEVELOPMENT LOAN 3	RD3 LOAN PRINCIPAL AND INTEREST	$ 222.00
SD PUBLIC ASSURANCE ALLIANCE	ADDITION OF NORTH WATER TOWN TO TOWN PROPERTY INSURANCE	$ 1,135.89

USG WATER SOLUTIONS	WASHOUT 40,000 GROUND STORAGE AND 33,000 UNDERGROUND TANK	$	1,850.00
Accounts Payable Total		**$**	**16,421.32**
Payroll Related: Paid 08/31/2026			
	Legislative, Financial Administration, Govt Blds	$	4,069.23
	Promoting City/BBB	$	63.83
	Water	$	301.20
	Sewer	$	126.29
HEALTHY EQUITY	HSA	$	62.50
HEALTH POOL OF SOUTH DAKOTA	HSA Health Plan for Finance Officer	$	875.96
SOUTH DAKOTA RETIREMENT	SDRS	$	806.72
EFTPS-ELECTRONIC FEDERAL TAX	FED/FICA TAX	$	1,173.42
NATIONAL INSURANCE SERVICES	Life Insurance	$	10.00
Payroll Total		**$**	**7,489.15**
***** REPORT TOTAL *****		**$**	**23,910.47**

WATER DEPARTMENT REPORT: Interim Water Operator, Allan Sage, will replace meter at South Pump House and has taken the required samples. Strobe light on water tower is possibly a photo sensor issue.

SEWER DEPARTMENT REPORT: There are some inspections and sampling that needs to be done and Serviss will check with Allan Sage on getting those done.

STREET DEPARTMENT REPORT: Work was done on the potholes at the entrance of Corner Pantry and some on 2nd Street. Information was distributed about Department of Transportation Community Access Road Grant, which would need to be applied for by July of 2027. Ferguson thanked Matt Steen for pushing down the yard waste dumpsters.

LAW ENFORCEMENT: Custer County log was provided for August 2026.

ABATEMENTS/COMPLAINTS: One complaint about barking dogs was received. Owners are currently out of town.

ECONOMIC DEVELOPMENT: Matheny reported that The Sour is doing well and is currently open seven days a week.

FINANCE OFFICE: Cornelison informed the board that the Western Dakota Regional Water System Annual Meeting will be held October 21-22, 2026, and will forward information to all board members.

HERMOSA TOWN BOARD
TUESDAY, SEPTEMBER 8, 2026
REGULAR MEETING @ 6:00PM
Draft minutes

CLOSING COMMENTS FROM THE PUBLIC: Dan Holsworth stated there are four or five properties that need to be mowed and inquired about inspection on taps made without inspections. Deb Holsworth reported the issue of discolored water at 315 Manning Street.

TRUSTEE INPUT: Kramer thanked everyone for holding down fort when she was ill. Ferguson stated it was a very disruptive meeting. Miller did not have a comment. Matheny thought it was a good meeting and lots of work done in the last three weeks. Serviss stated issues being resolved and growing pains will happen.

EXECUTIVE SESSION: Motion by Kramer and seconded by Matheny to enter Executive Session allowable by SDCL 1-23-2.3 Legal at 9:20 p.m.; vote: all aye, motion carried. Motion by Kramer and seconded by Miller to exit Executive Session at 9:32 p.m.; vote: all aye, motion carried. Motion by Matheny and seconded by Miller to approve town attorney to transfer settlement proposal to Preston Family attorney with a thirty day notice for reply; vote: all aye, motion carried.

ADJOURN: Motion by Miller and seconded by Kramer to adjourn at 9:33 p.m.; vote: all aye, motion carried.

_____
Terri Cornelison
Finance Officer

_____
Aaron Serviss
Town Board President

Published once at the approximate cost of _____.

8A

HERMOSA ARTS & HISTORY ASSOCIATION
BATTLE CREEK LEGION AUXILIARY

Are joining forces to bring you **CHRISTMAS CARNIVAL 2026!!**

Sunday, December 6 from 10:00 am-2:00 pm at the Hermosa School Gymnasium

Become a Secret Santa and support this fun community event enjoyed by local families. Becoming a Secret Santa will help provide Games & Prizes, visits with Santa & Mrs. Claus, Craft Sales, Doug's Tree and a Free Will Donation Meal.

We are asking for monetary donations and any amount will be greatly appreciated.

Check out www.hermosahistory.org for more information.

Questions?? Contact:
Shelley Martin 605-290-9409
Leta Campbell 406-390-0211

Secret Santa

Business Name_____

Address_____

Phone & Email Address_____

Contact Person_____

Donation Amount_____

Please make checks payable to and mail to:
Hermosa Arts & History Association
PO Box 175
Hermosa, SD 57744-0175

HAHA is a 501C3. Your contribution will be recognized at the event.

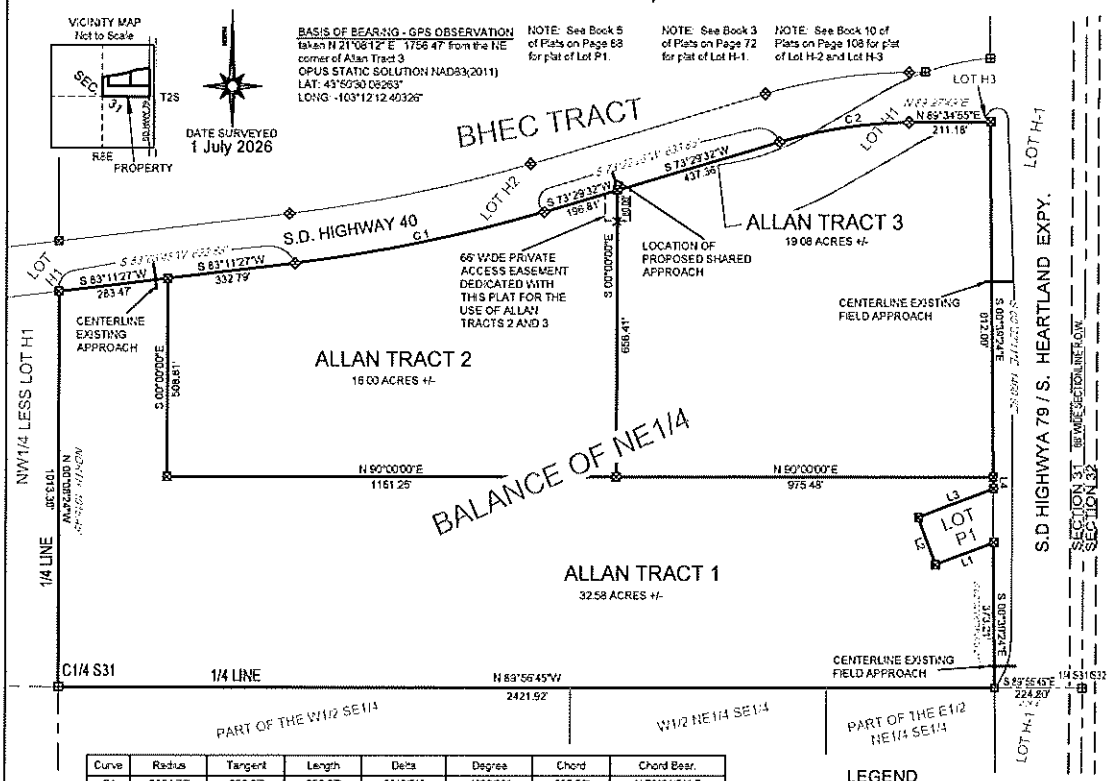
THANK YOU!!!

9B

A PLAT OF

ALLAN TRACTS 1, 2 & 3, LOCATED IN THE NE1/4 OF SECTION 31, T2S, R8E, BHM, CUSTER COUNTY, SOUTH DAKOTA

FORMERLY THE BALANCE OF THE NE1/4, AND A PORTION OF LOT H1



Curve	Radius	Tangent	Length	Delta	Degree	Chord	Chord Bear.
C1	3884.72'	328.97'	656.37'	9°40'51"	1°28'30"	655.59'	N 76°21'51" E
C1	*3884.72'*		*655.92'*				
C2	1208.24'	170.78'	339.32'	16°05'27"	4°44'32"	338.20'	N 81°31'57" E
C2	*1208.24'*		*338.20'*				

Course	Bearing	Distance
L1	S 69°20'45" W	160.13'
L1	*S 70°12'00" W*	*160.13'*
L2	N 20°39'15" W	130.00'
L2	*N 19°48'00" W*	*130.00'*
L3	N 69°20'45" E	207.44'
L3	*S 70°12'00" W*	*207.44'*
L4	N 00°39'24" W	28.96'

An area of special flood hazard exists within this subdivision according to Flood Hazard Insurance Rate Map Panel No. 46033C0179F, effective date: Jan. 6, 2012. The placement of fill, any new construction, substantial improvements, or another development within the 100-year flood plain as designated by the County's Flood Insurance Rate Maps and Flood Boundary and Floodway Maps, shall be in conformity with Custer County's Flood Ordinance.

NOTE: 10 FEET EACH SIDE OF REAR AND SIDE LOT LINES ARE RESERVED FOR UTILITY EASEMENTS. IF THE LINE ABUTS LANDS NOT SUBDIVIDED UNDER THE PROVISIONS OF CUSTER COUNTY SUBDIVISION ORDINANCE #2, THE ENTIRE 20' WIDE EASEMENT WILL BE TAKEN FROM THE LOT.

LEGEND

- ■ Set rebar w/aluminum cap marked "ANDERSEN ENG PLS 13405"
- ⊞ Found rebar w/aluminum cap marked "ANDERSEN ENG PLS 5906"
- ◈ Found rebar w/aluminum cap marked "DOT"
- X Angle point not monumented

522 Ct Stant lettering denotes record calls

200 0 200 400 600
GRAPHIC SCALE – FEET

WATER PROTECTION STATEMENT
Pursuant to SDCL 11-3-8.1 and 11-3-8.2, the developer of the property described within this plat shall be responsible for protecting any waters of the state, including groundwater, located adjacent to or within such platted area from pollution from sewage from such subdivision and shall in prosecution of such protections, conform to and follow all regulations of the South Dakota Department of Agriculture and Natural Resources relating to the same.

CERTIFICATE OF SURVEYOR
I, Dustin M. Ross, Registered Land Surveyor No. 13405 in the State of South Dakota, do hereby certify that being so authorized, I have prepared the within plat of land shown and described hereon from notes taken during an actual survey made by me or under my direct supervision, and that to the best of my knowledge and belief, the same is a true and correct representation of said survey.
IN WITNESS WHEREOF, I hereunto set my hand and official seal.
Dated this ___ day of _____, 2026

_____
Dustin M. Ross, SDRLS No. 13405

APPROVAL OF ACCESS BY ROAD AUTHORITY
The location of the existing access to the Highway or Street as shown herein is hereby approved. This access approval does not replace the need for any permits required by law, including Administrative Rule of South Dakota 70:09:01:02.
Dated this ___ Day of _____, 2026

_____
SDDOT Authority

CERTIFICATE OF COUNTY TREASURER
I, Custer County Treasurer, do hereby certify that all taxes and special assessments which are liens upon the within described lands are fully paid according to the records of this office.
Dated this ___ day of _____, 2026

_____
Custer County Treasurer

STATE OF _____, COUNTY OF _____
Strater Lode, LLC., does hereby certify that it is the owners of the within described lands and that the within plat was made at its direction for the purposes indicated therein, and that the development of this land shall conform to all existing zoning, subdivision, and erosion and sediment control regulations.
Dated this ___ day of _____, 2026

_____
Strater Lode, LLC.

ACKNOWLEDGMENT OF OWNERSHIP
STATE OF _____, COUNTY OF _____
On this the _____ day of _____, 2026, before me, the undersigned officer, personally appeared _____, who acknowledged him/herself to be a member of Strater Lode, LLC., a Limited Liability Company, and that s/he, as such member being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by him/herself as member.
IN WITNESS WHEREOF I hereunto set my hand and official seal.

_____ _____
Notary Public My commission expires

RESOLUTION OF THE TOWN BOARD OF TRUSTEES
Whereas there has been presented to the Town Board of Trustees of Hermosa, South Dakota, the within plat of the above described lands, and it appearing to the Board that said plat conforms to the existing plats of said Town, that the streets set forth therein conforms to the system of streets of the municipality, that all provisions of the subdivision regulations have been complied with, that all taxes and special assessments upon the tract have been fully paid, and that said plat and the survey thereof have been executed according to law, now therefore, BE IT RESOLVED, that said plat is hereby approved in all respects.
Dated at Hermosa, South Dakota this ___ day of _____, 2026

_____
Town Board Chairman

CERTIFICATE OF COUNTY DIRECTOR OF EQUALIZATION
I, Director of Equalization of Custer County, do hereby certify that my office has been furnished with a true copy of the within plat.
Dated this ___ day of _____, 2026.

_____
Director of Equalization of Custer County

CERTIFICATE OF TOWN FINANCE OFFICER
I, Finance Officer of the Town of Hermosa, South Dakota, do hereby certify that the foregoing instrument is a true and correct copy of the resolution adopted by the Town Board of Trustees of Hermosa, South Dakota at a meeting held on the _____ day of _____, 2026

_____
Town of Hermosa Finance Officer

OFFICE OF THE REGISTER OF DEEDS
Filed for record this _____ day of _____, 2026, at _____ o'clock ___M, and recorded in Book _____ of Plats on page _____.

_____
Custer County Register of Deeds

Prepared by
ANDERSEN ENGINEERS
Land Surveyors

Drawn by DR/RW	Date 7/23/2026	P.O. Box 446 Edgemont, SD 57735 (605)-662-5600 andersenengineers@gwtc.net
Approved by DR	Date 7/23/2026	
Scale 1"=200'	Sheet 1 of 1	File Name: BAL_NE4_S31_T2S_R8E

9C

RESOLUTION #10-2026

WHEREAS, there has been presented to the Board of Trustees of the Town of Hermosa, South Dakota, the within Plat of Sclaus Tract and Fairfield Tract, Located in the NE1/4NE1/4 of Section 32, T2S, R8E, BHM, Custer County, South Dakota; and appearing to the Board that:

1. Said plat conforms to the existing plats of said Town,
2. That the streets set forth therein conforms to the system of streets of the municipality,
3. That all provisions of the subdivision regulations have been complied with,
4. That all taxes and special assessments upon the tract have been fully paid,
5. And that said plat and the survey thereof have been executed according to law,

NOW, THEREFORE BE IT RESOLVED that said plat is hereby approved in all aspects.

Dated this 8th day of September, 2026

_____
Aaron Serviss, Town Board President

ATTEST:

_____
Terri Cornelison, Finance Officer
(Seal)

Published once at a the approximate cost of _____

9D

CUSTER COUNTY
BUILDING PERMIT APPLICATION

Planning Department
420 Mt. Rushmore Rd
Custer, SD 57730
Office 605-673-8174

PLEASE PROVIDE THE FOLLOWING INFORMATION:
(Permit will not be issued without completed application and providing required information.)

Applicant:

Name GREG BARNIER

Mailing Address P.O. Box 3522, Rapid City, SD 57709

Phone 605-490-8982 Email Address: gbarnier09@gmail-com

Property Owner:

Name SAME AS APPLICANT

Mailing Address _____

Phone _____ Email Address: _____

Property Information:

Property Address: 308 McDERMAND ST. HERMOSA 57744

Parcel ID: _____

Legal Description: BARNIER TRACT 3, McDERMAND SUBDIVISION, SE¼, NW¼, SEC. 32, T2S, R8E BHM, CUSTER COUNTY SD

Contractor Information:

Name PULIS CONSTRUCTION

Address 5670 DOUBLETREE Rd, RCSD, 57702

Telephone 605-390-7533 Excise tax # 1019-3918-ET

Estimated Project Cost: Labor 100,000 Materials 80,000 Total 180,000

AMOUNT does not include lot price

1

Circle Type of Improvement(s)

X Stick-Built New Residence Mobile Home Modular Home Cabin/Tiny Home

Home Addition Outbuilding Garage Carport

Addition to Outbuilding/Garage Other Improvement: _____

IMPROVEMENT INFORMATION

RESIDENCE/ADDITION

Main Floor Sq. Ft: 1200
Second Story/Loft Sq. Ft: 0
Basement Sq. Ft: 0
Total Sq. Ft: 1200
No. of Bedrooms: 3
No. of Bathrooms: 2
Heat Type: TBD
Central Air: X Yes _____ No
Fireplaces: NO Type: _____
Garbage Disposal: _____ Yes X No
Deck Sq. Ft: 0
Size (length x width): 0
Patio/Slab Sq. Ft: 0
Size (length x width): 0

Governors Home

GARAGE/OUTBUILDING #1

NONE

_____ Attached _____ Detached
Size: _____
(LENGTH X WIDTH)
Electricity: _____ Yes _____ No
Plumbing: _____ Yes _____ No
Finished: _____ Yes _____ No
Insulated: _____ Yes _____ No
Floor Type: _____

GARAGE/OUTBUILDING #2

_____ Attached _____ Detached
Size: _____
(LENGTH X WIDTH)
Electricity: _____ Yes _____ No
Plumbing: _____ Yes _____ No
Finished: _____ Yes _____ No
Insulated: _____ Yes _____ No
Floor Type: _____

Will structures be in a floodplain area? X Yes _____ No
Will structures meet Custer County's property setback requirements? X Yes _____ No
Water Source (if applicable): _____ Private Well _____ Cistern _____ Central Water

HERMOSA MUNICIPAL WATER & SEWER

Wastewater Disposal System Information

A Residential Building Permit will NOT be issued without the Percolation test if a new septic system will be installed.

A separate Individual Wastewater Disposal Permit Application must be submitted for new installations.

Is there an existing individual wastewater disposal system on the property? _____ Yes X No (Attach documentation)
If there is no system, estimated date when a system will be installed NA - HERMOSA SEWER

SITE AND FLOOR PLAN SKETCH

Indicate lot lines, the location of the public road and driveway, existing and proposed structures including the setbacks, the location and dimensions of an existing or proposed wastewater disposal system, the location of any wells, lakes, streams or waterways and any other pertinent ground features. Not distances and direction.

I acknowledge, by initialing this statement, that I am meeting all Custer County setbacks for this structure GB.

See attached PLOT PLAN (p. 4) and Record of Survey (p. 5).

The information I have provided accurately describes the structure(s) to be built:

Greg Barnier
Applicant Signature

Date

FOR OFFICE USE ONLY:

$100 App Fee

Residence: $0.30 Sq. Ft

Main Floor	Total Sq. Ft. =	
Story/Loft	Total Sq. Ft. =	
Basement	Total Sq. Ft. =	
Other Floor	Total Sq. Ft. =	

RESIDENCE TOTAL _____

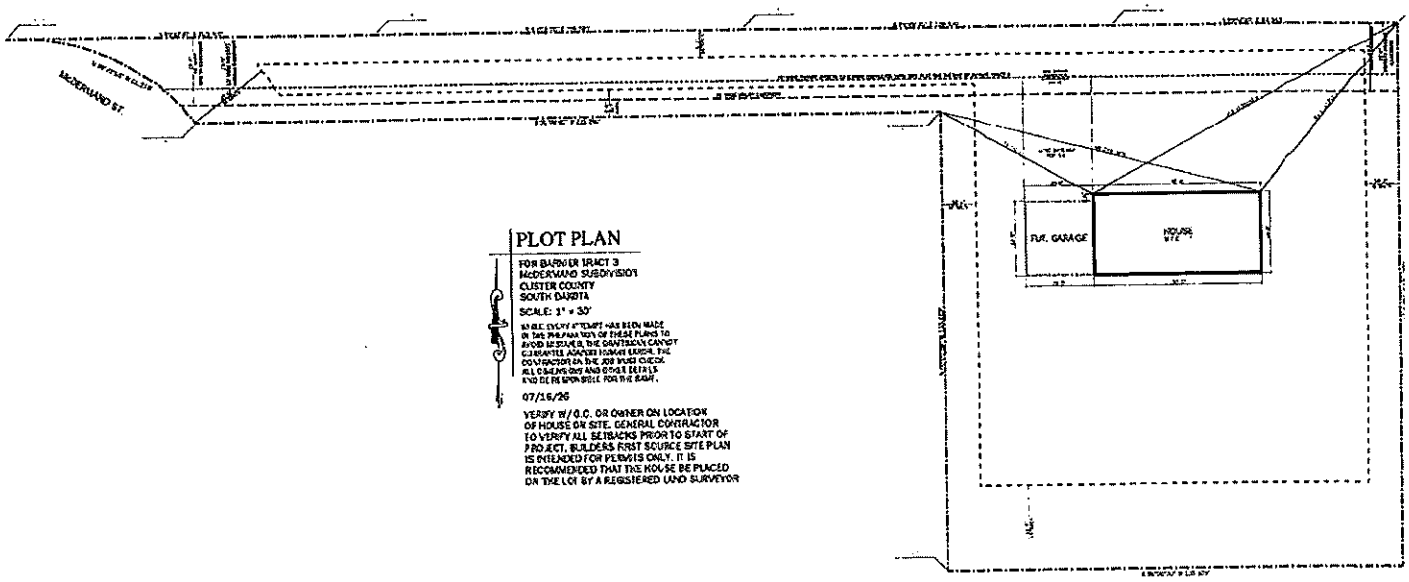
Garages/Outbuildings $0.15 Sq. Ft

Porches/Decks (Covered)	Total Sq. Ft. =	
Garage	Total Sq. Ft. =	
Shop	Total Sq. Ft. =	
Storage Bldg. /Shed	Total Sq. Ft. =	

GARAGE/OUTBUILDING TOTAL _____

Receipt #_____

#84



PLOT PLAN

FOR BARBER TRACT 3
McDERMAND SUBDIVISION
CUSTER COUNTY
SOUTH DAKOTA

SCALE: 1" = 30'

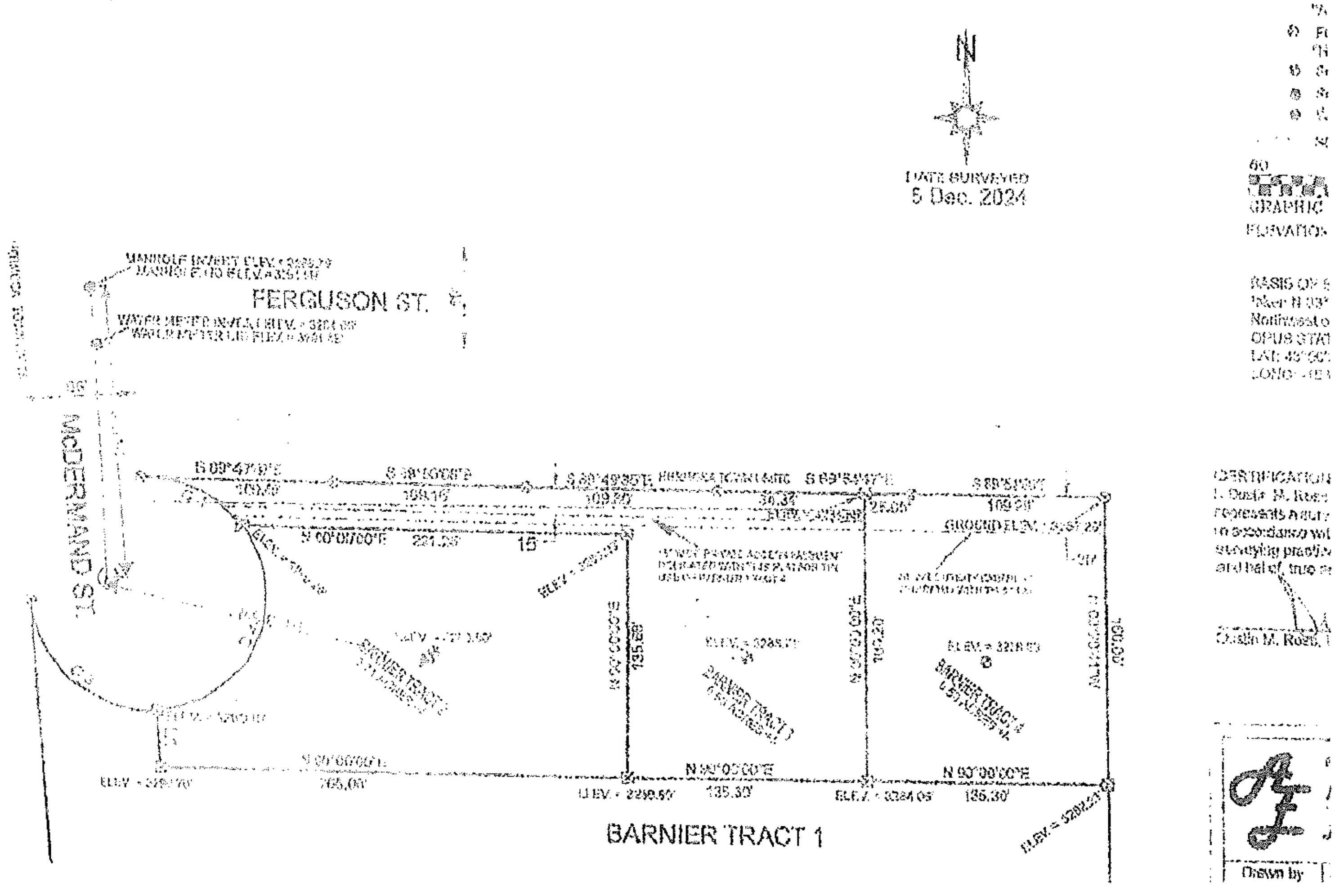
WHILE EVERY ATTEMPT HAS BEEN MADE IN THE PREPARATION OF THESE PLANS TO AVOID ERRORS, THE DRAFTSMAN CANNOT GUARANTEE AGAINST HUMAN ERROR. THE CONTRACTOR OR THE JOB SUPERVISOR ALL DIMENSIONS AND OTHER DETAILS AND BE RESPONSIBLE FOR THE SAME.

07/16/25

VERIFY W/ G.C. OR OWNER ON LOCATION OF HOUSE ON SITE. GENERAL CONTRACTOR TO VERIFY ALL SETBACKS PRIOR TO START OF PROJECT. BUILDERS FIRST SOURCE SITE PLAN IS ENCLOSED FOR PERMITS ONLY. IT IS RECOMMENDED THAT THE HOUSE BE PLACED ON THE LOT BY A REGISTERED LAND SURVEYOR

RECORD OF SURVEY

BARNIER TRACTS 1 THRU 4 OF McDERMAND SUBDIVISION, LOCATED IN THE SE1/4 NW1/4 OF SECTION 32, T2S, R8E, BHM, CUSTER COUNTY, SOUTH DAKOTA



Town of Hermosa

9E

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

PERMANENT SIGN PERMIT APPLICATION

Date 9-14-26 Permit # 2026-24

Receipt # _____ Cash _____ Check # _____ Amount _____ ($50.00)

Include a site plan drawing

Name: Rose City Canopy and Sign PHONE: 218.738.3188
Contact Address: 31208 Cty 71 Eagle Bend, MN 56446
Email: NIKKI@rosecityinc.com
Type of Sign(s): Banner ( ) Paper ( ) Wood ( ) Other (X) canopy, twin pole.
Size of Sign(s): attached.

LOCATION INFORMATION

Sign #1
Property Owner of Sign Location: MG Oil Co.
Address of Sign Location: 25 N. Heartland Express SD-79
Type, Material, & Size of Sign: LED, metal 59"x180"
Other Information (lighted, two-sided, etc): internal illumination, LED digits, 2-sides

Sign #2
Property Owner of Sign Location: MG Oil Co.
Address of Sign Location: 25 Heartland Express SD79
Type, Material, & Size of Sign: flex faces, 120"x288"
Other Information (Lighted, Two-Sided, Etc): reface 2 sided

Sign #3
Property Owner of Sign Location: MG Oil
Address of Sign Location: 25 Heartland Express SD79
Type, Material, & Size of Sign: polycarbonate, 36"x100", internal illumination
Other Information (Lighted, Two-Sided, Etc): North, East and South elevations of fuel canopy

Documentation: ☐ Site Plan ☐ Blueprint or Scale Drawing ☐ Survey Report
☐ ROW Agreement ☐ Property Owner Agreement

ALL SIGNS MUST BE MAINTAINED IN GOOD CONDITION AT ALL TIMES.
ALL APPLICATIONS MUST BE APPROVED BY THE HERMOSA PLANNING AND ZONING COMMISSION AND THE HERMOSA BOARD OF TRUSTEES PRIOR TO COMMENCMENT

Parcel # 00938
FOR OFFICE USE ONLY

PLANNING AND ZONING COMMISSION	HERMOSA BOARD OF TRUSTEES
☐ Approved ☐ Denied	☐ Approved ☐ Denied
Name:	Name:
Title:	Title:
Signature:	Signature:
Date:	Date:
Application Fee: $50.00 Date Paid:	Date Permit Issued:





Everbrite

DISCLAIMER: Renderings are for graphic purposes only and not intended for actual construction dimensions. For windload requirements, actual dimensions, and mounting detail, please refer to engineering specifications and install drawings.

These drawings and designs are the exclusive property of Everbrite LLC. Use of, or duplication in any manner without express written permission of Everbrite LLC, is prohibited.

Customer: APPROVAL		Description:	Customer Approval: Graphics and colors on file will be used unless otherwise specified by customer. Please review drawing carefully. By signing below, you agree to graphics as shown above, and to location of sign as shown. Please return signed copy back to Everbrite.
Project No: 543687.fs	Scale:		
Date: 9/2/2026	Drawn By: ap		
Location & Site No.: #89232		Revised:	CUSTOMER SIGNATURE _____ DATE _____
		Revised:	LANDLORD SIGNATURE _____ DATE _____



Detailed Information:
Customer: Exxon
****
Face Type: Flex Face
Embossing Depth: 0.5"
Face Sq FT: 263
Cabinet Height: 120"
Cabinet Width: 288"
Flex Bleed Height: 126"
Flex Bleed Width: 294"
Flex Blank Height: 132"
Flex Blank Width: 300"
VO Height:116"
VO Width:284"
Designed WindLoad 35 PSF
****
Color Specifications:
Vinyl
Blue, 3630-8248
Red, 3630-2590

Everbrite

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Customer: Exxon		Description:
Project No: PP543687A	Scale: N/A	
Date: 08/28/2026	Drawn By: JB	
Location & Site No: 25 Heartland Express, SD-79, Hermosa, SD, 57744		Version:1

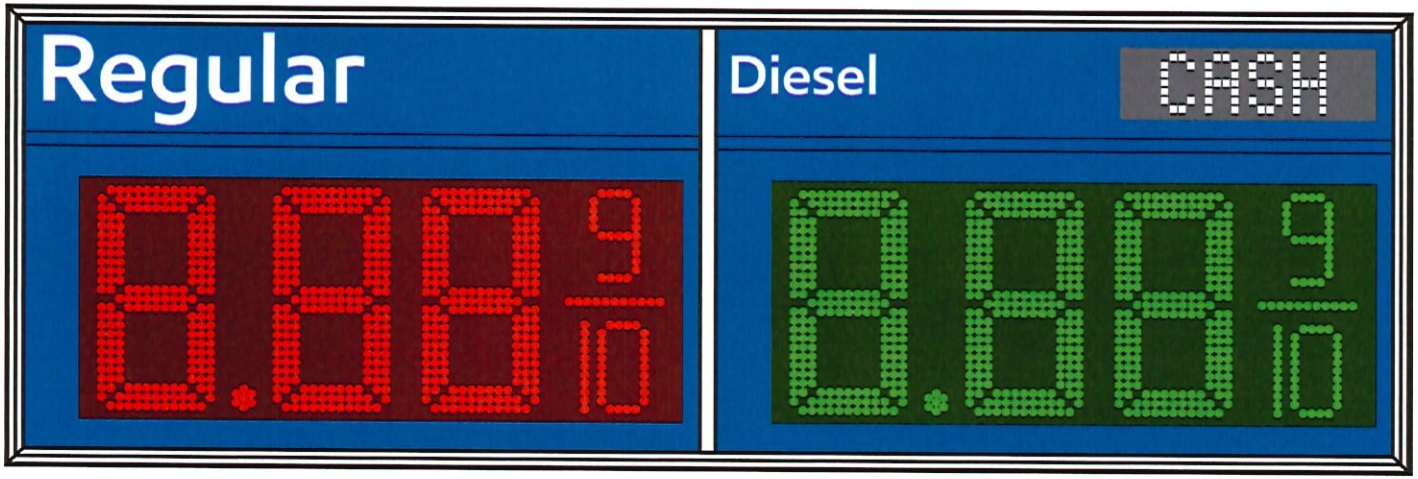
Customer Approval: NOTE: Unless specified by customer, all depth of embossing will be determined by Everbrite Engineering or existing customer specifications on file. Colors and graphics on file will be used unless otherwise specified by customer.

Please read carefully, check appropriate box and fax back to Everbrite:

❑ Sketch OK as is
❑ New Sketch Required

LANDLORD SIGNATURE _____ DATE _____

SIGNATURE _____ DATE _____



Single Face Sign
Chassis Type: Fixed Face
Chassis Size: 59.5"H X 180"W X 6"D
Area: 74.4 SQ FT
Standard Windload
Chassis Color: Egg Shell-Satin White

Cabinet Illumination
LED Brand: Agilight Ultra 670 6500K
LED PS Draw: 0.75 Amps@120V
LED PS Circuits: 1 - 20 Amp Circuit(s) @120V

LED(Pricelines/EMC) Draw: 3.75 Amps@120V
LED Circuits: 1 - 20 Amp Circuit(s) @120V

Total Circuits Rec. : 2 - 20 Amp Circuit(s) @120V

Detail 1: Priceline
VO: 55.125"H X 86.8125"W
Digit Type: Lumidigit 4 (Flat Faces)
Priceline 1: Red 30", Stacked
Color Specifications:
Vinyl
EM Blue, 359-00057

Detail 2: Priceline
VO: 55.125"H X 86.8125"W
Digit Type: Lumidigit 4 (Flat Faces)
Priceline 1: Green 30", Stacked
Toggle(s): CCD (9")

Est. Crated Weight: 909 pounds
Crate HxLxW: 73x187x19
Freight Class: 125

Everbrite

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Customer: Exxon		Description:	Customer Approval: NOTE: Unless specified by customer, all depth of embossing will be determined by Everbrite Engineering or existing customer specifications on file. Colors and graphics on file will be used unless otherwise specified by customer.
Project No: PP543687B	Scale: N/A		Please read carefully, check appropriate box and fax back to Everbrite: ☐ Sketch OK as is ☐ New Sketch Required
Date: 08/28/2026	Drawn By: JB		
Location & Site No: 25 Heartland Express, SD-79, Hermosa, SD, 57744		Version: 1	LANDLORD SIGNATURE _____ DATE _____ SIGNATURE _____ DATE _____

****THIS BRAND BOOK IS NOT AN INSTALLATION GUIDE****

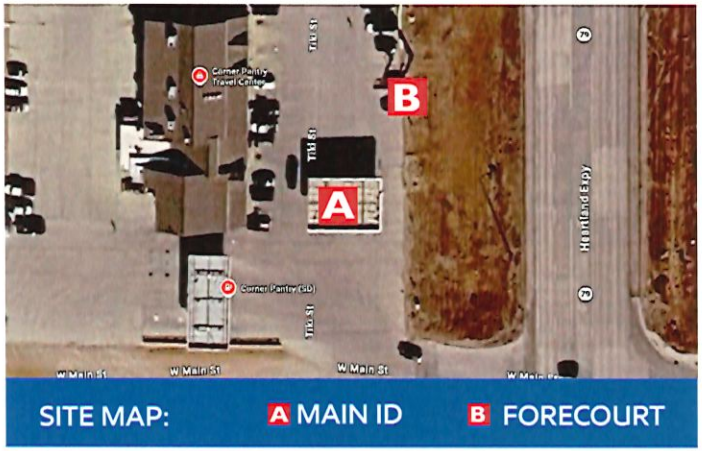
ExxonMobil

BIG RED ROOSTER FLOW
Marmon Retail Solutions – Berkshire Hathaway

BIG RED ROOSTER FLOW
10275 W Higgins Rd Suite 560
Rosemont, IL 60018
P: (847) 441-1818 F: (847) 592-9564







SITE MAP: A MAIN ID B FORECOURT

PROJECT LOCATION:

25 N HEARTLAND EXPRESSWAY,
HERMOSA, SD, 57744

PROJECT OVERVIEW:

- A MAIN ID VISUALS
- B SITE CONFIGURATIONS
- C APERTURE SPECIFICATIONS
- D DISPENSER VISUALS/AMENITY BINS
- E PAINT SPECIFICATIONS/CHANGE LOG

BRAND: EXXON / INDIGO TIGER
CUSTOMER: EXXONMOBIL
PBL: 332000
DATE: 08_31_2026
REVISION #: ORIGINAL
CREATED BY: B.DIGHERO

SIMM
SITE IMAGE MATERIALS MAINTENANCE

approval signature
I have reviewed the visuals within this document and I approve the designs and scope of work listed within.

In the event of project termination, a cancellation fee of $1,000 will be invoiced for Quote and Brand Book development.

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B RETAIL CANOPY



Existing



Proposed

IN THE EVENT OF PROJECT TERMINATION, A CANCELLATION FEE OF $1,000 WILL BE INVOICED FOR QUOTE AND BRAND BOOK DEVELOPMENT.

Project Name	PBL #	Customer	Created by
ExxonMobil	332000	ExxonMobil	B.Dighero
Revision #	Date	Scale	Page #
Original	08_31_2026	NA	2 OF 15

BIG RED ROOSTER FLOW

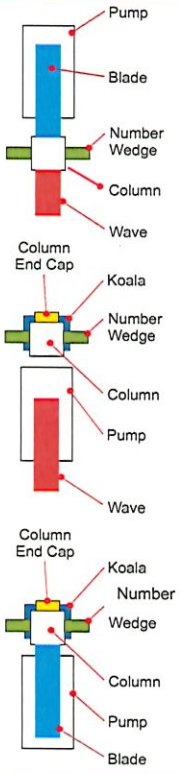
EXXONMOBIL BRAND BOOK

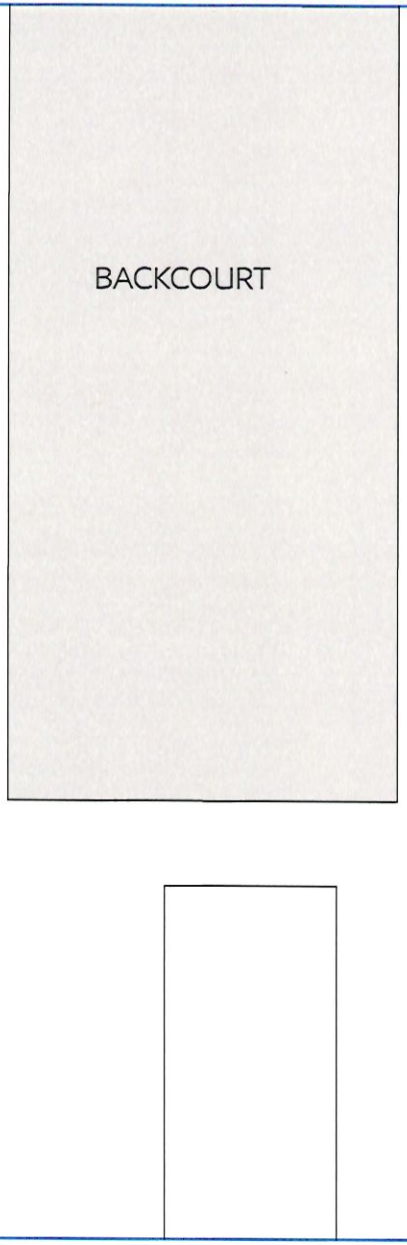
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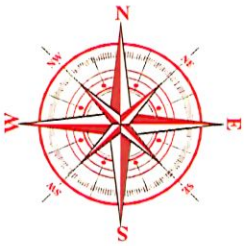
B SITE CONFIGURATIONS

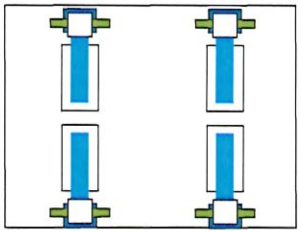
Site Key

- Wave
- Blade
- Koala
- Number Wedge
- Column End Cap









IN THE EVENT OF PROJECT TERMINATION, A CANCELLATION FEE OF $1,000 WILL BE INVOICED FOR QUOTE AND BRAND BOOK DEVELOPMENT.

Project Name	PBL #	Customer	Created by
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Original	08_31_2026	NA	3 OF 15

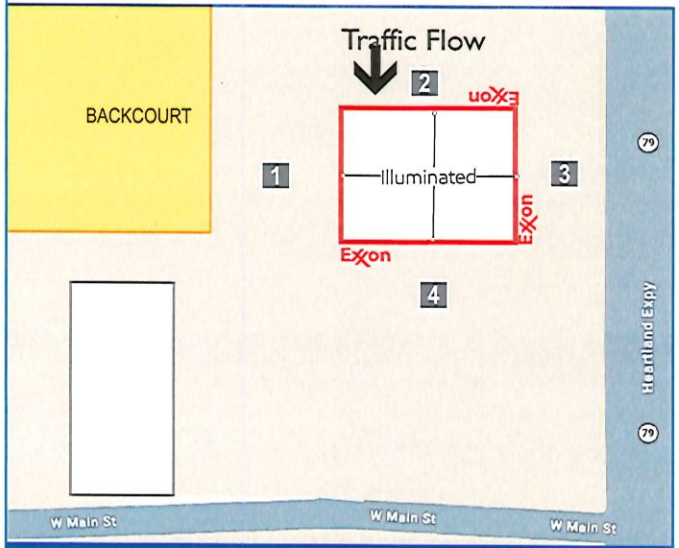
BIG RED ROOSTER FLOW

EXXONMOBIL BRAND BOOK

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B SITE CONFIGURATIONS

Canopy fascia artwork for visualization purposes only

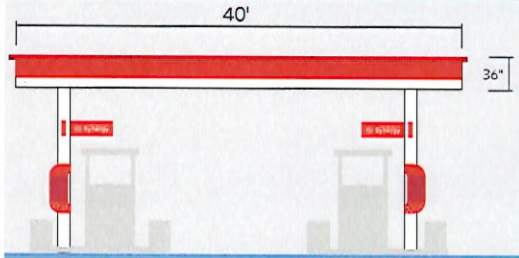


Overhead Map



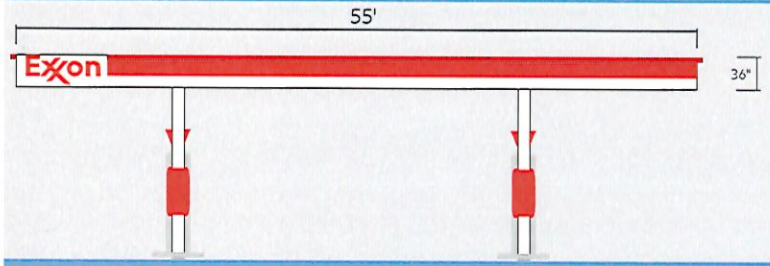
Canopy Perspective

1 | BACK ELEVATION

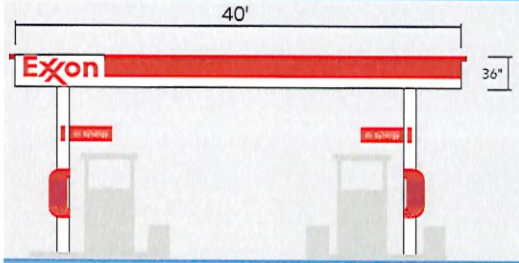


Traffic Flow

2 | RIGHT ELEVATION

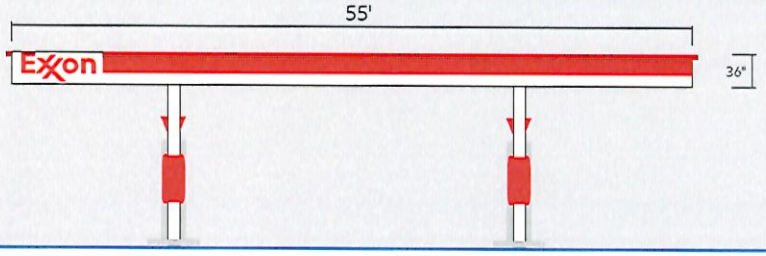


3 | FRONT ELEVATION



Traffic Flow

4 | LEFT ELEVATION



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BIG RED ROOSTER FLOW

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B SITE CONFIGURATIONS

*See installation guide

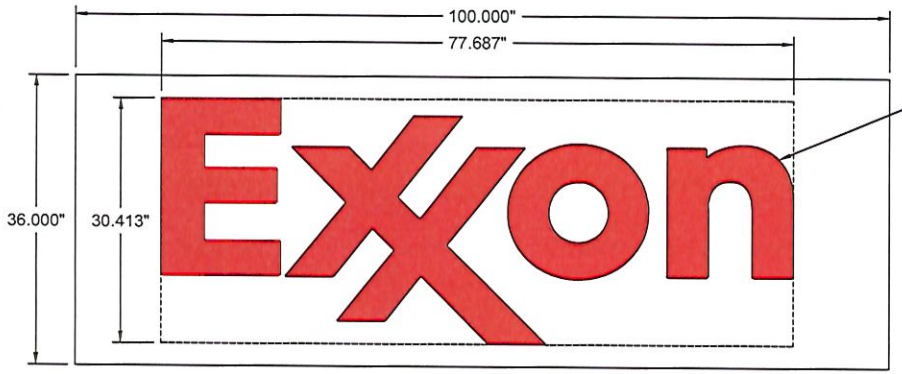
SINGLE LETTER SPECS:
"E" = 1.66 sq ft
"xx" = 2.61 sq ft
"o" = 1.3 sq ft
"n" = 1.28 sq ft
TOTAL = 6.85 sq ft

LETTER SPECS:
30.413" X 77.687" = 16.4 SF

SIGN SPECS:
36" X 100" = 25 SF

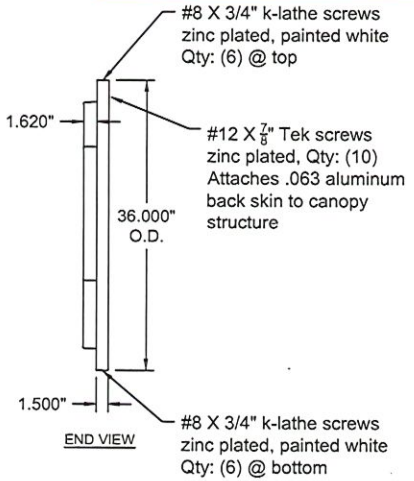
UL NUMBER:
E84811

Appx weight of sign = 75lbs

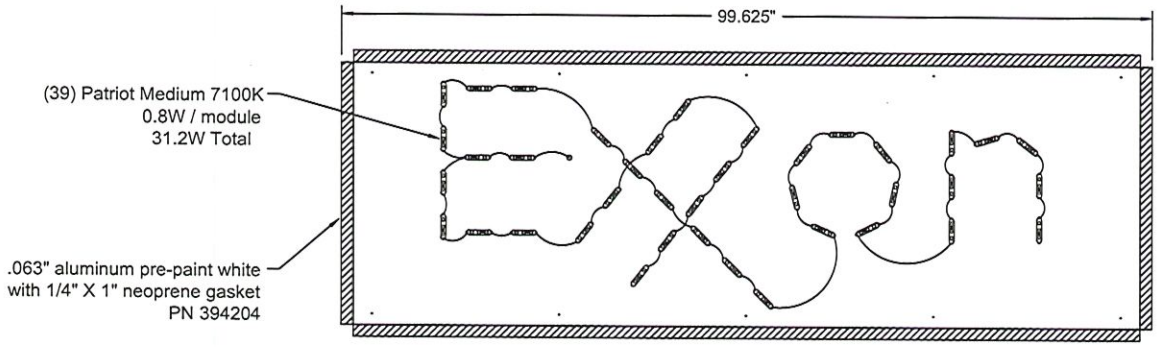


FRONT VIEW - PUSH THRU LETTERS IN FACE

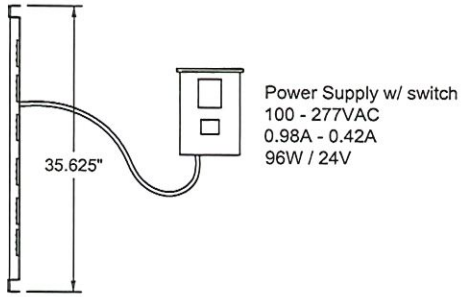
Translucent white sign grade polycarbonate (2447) with 50% transmission;
Translucent Exxon Red vinyl applied to front face:
(Arlon 02500-4815-2382SL)
3M 3630-2590, PMS 485C



END VIEW



INTERNAL DETAILS



END VIEW



NIGHT VIEW

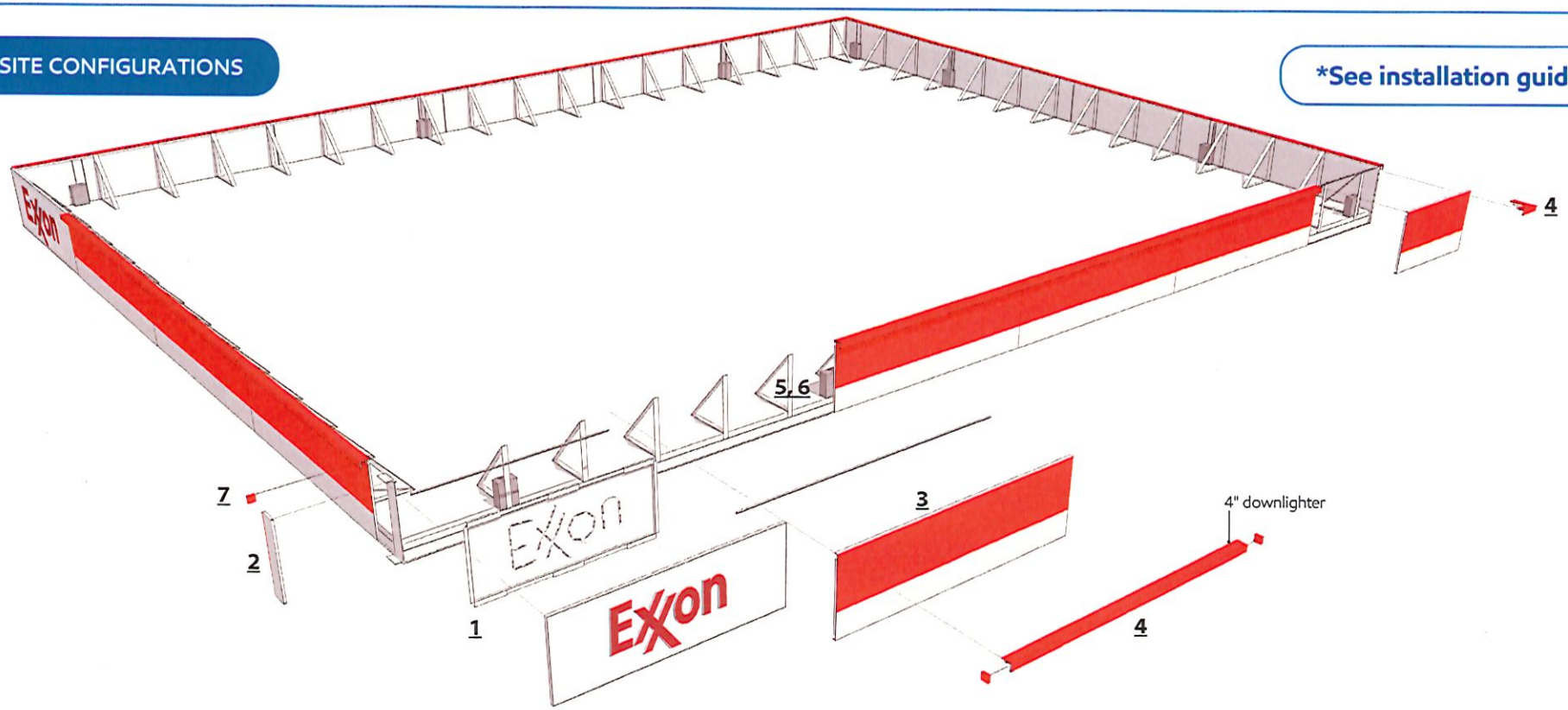
Project Name	PBL #	Customer	Created by
ExxonMobil	332000	ExxonMobil	B.Dighero
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Original	08_31_2026	NA	5 OF 15

BIG RED ROOSTER FLOW
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B SITE CONFIGURATIONS

*See installation guide



Step 1. Begin with installing any logos (left or right Exxon or Mobil):
back skin, side return, LED tray, power supplies and face.

Step 2. Install logo corner panels on either side of the logo and the ends of each run.

Step 3. Install mounting brackets and 120" ACM panels, cutting one panel per side to fit.

Step 4. Install LED corners first, then install 118" LED downlignt starting with ACM panel next to the logo. Install short downlight, cut to length or overlap as required on each side for site conditions.

Step 5. Install power supplies - (1) 96W power supply powers (2) 118" downlight sections.
When using a 2X96W power supply with (4) 118" downlight sections connected, the power supply box needs to be installed as centered as possible between the four sections.

Step 6. Install junction box power circuits as required by site layout

Step 7. Install end caps.

Project Name	PBL #	Customer	Created by
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BIG RED ROOSTER FLOW

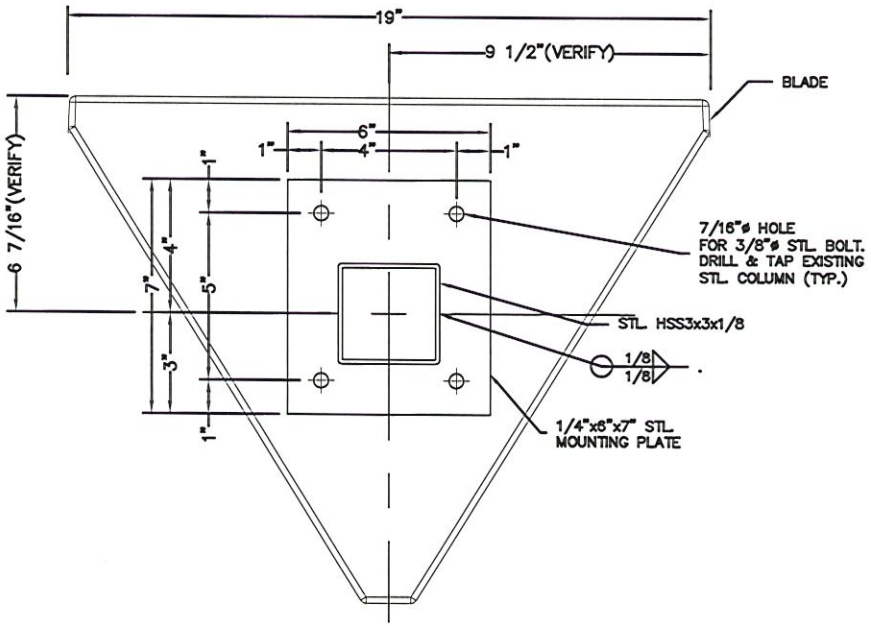
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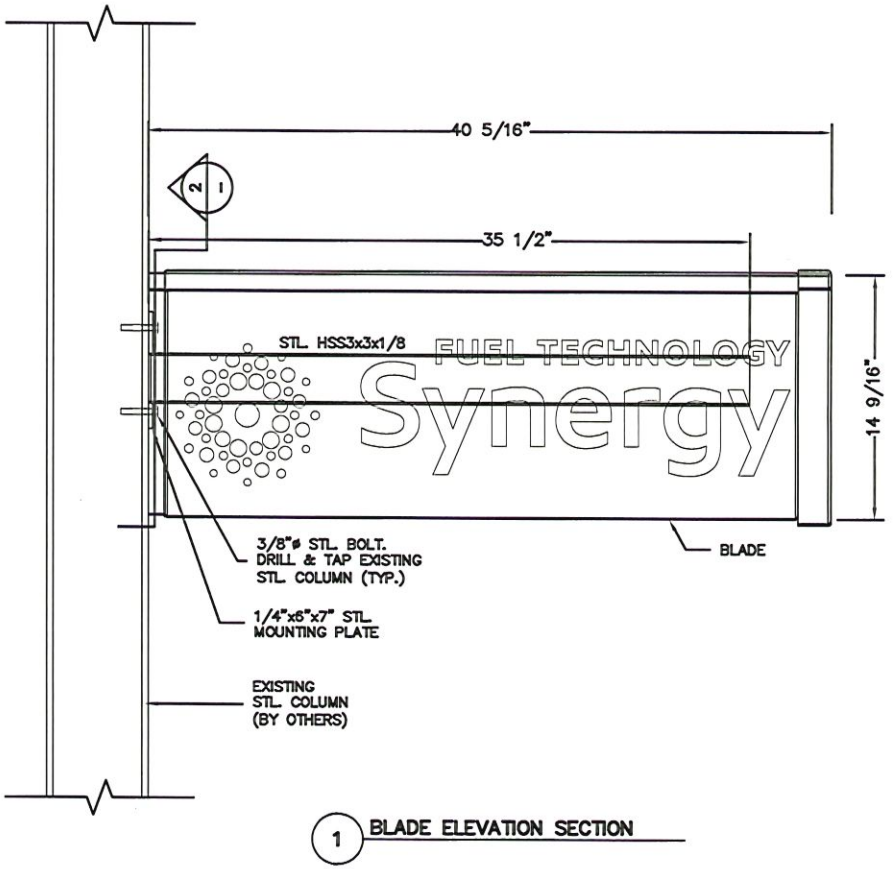
C APERTURE SPECIFICATIONS

BLADE

*See installation guide



2 END SECTION DETAIL



1 BLADE ELEVATION SECTION

Project Name	PBL #	Customer	Created by
ExxonMobil	332000	ExxonMobil	B.Dighero
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BIG RED ROOSTER FLOW

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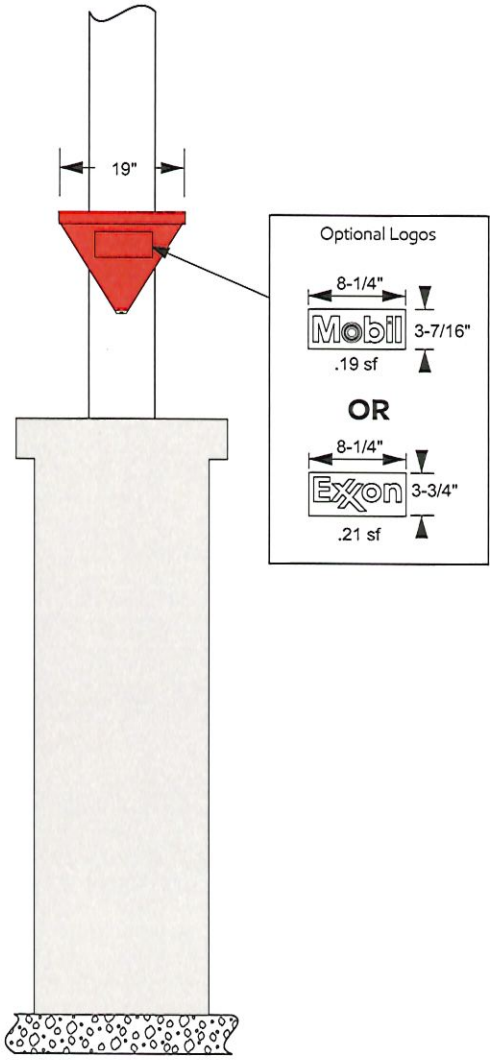
C APERTURE SPECIFICATIONS

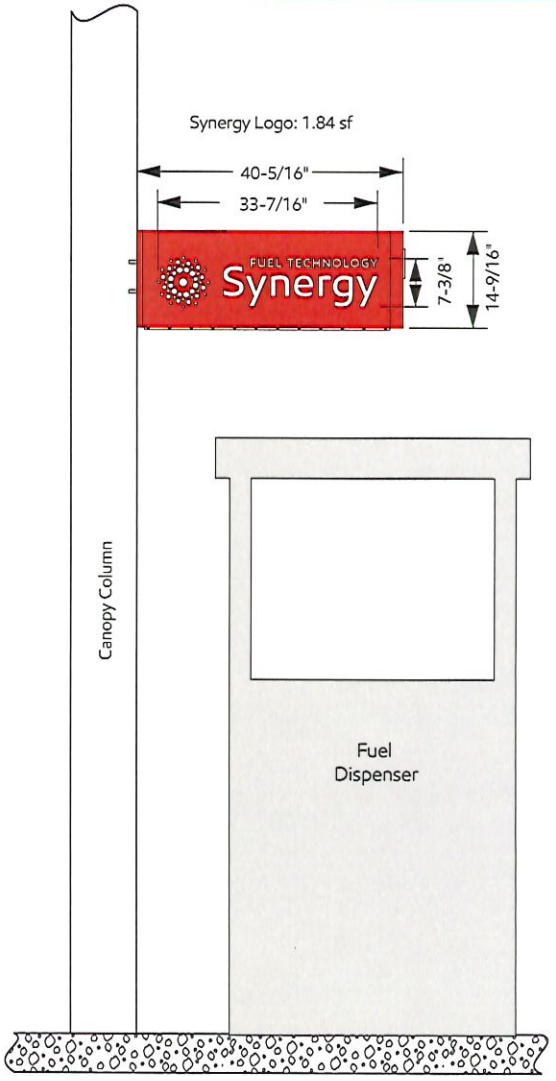
BLADE

*See installation guide

Blade

Structural Spec:
- Aluminum truss core
- Acrylonitrile butadiene styrene (ABS) outer skin
- 32 lbs total weight
- Structure rated at 180 mph wind load





Project Name	PBL #	Customer	Created by
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BIG RED ROOSTER FLOW

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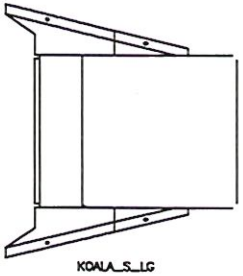
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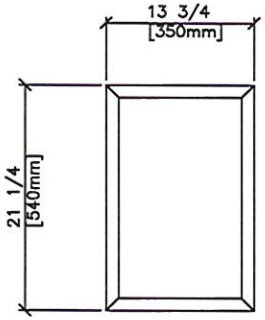
C APERTURE SPECIFICATIONS

KOALA

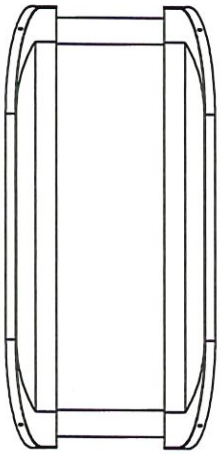
*See installation guide

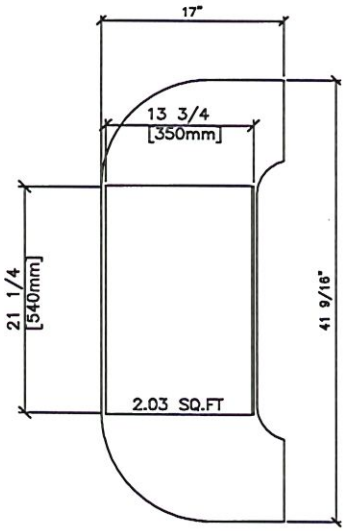

KOALA_S


KOALA_S_LG

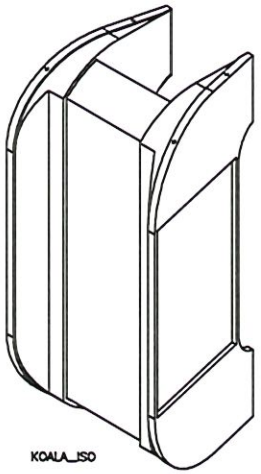


MD. POSTER:
2.03 SQ.FT


KOALA_B



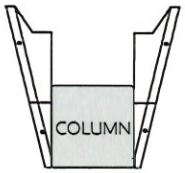
KOALA_B


KOALA_ISO

KOALA ELEVATION
SCALE: 1"=1'-0"

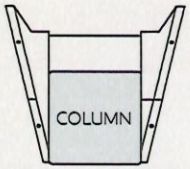
Extra Small
Ears Only

Rectangular Column
7"-9"
Round Column
7"-9"



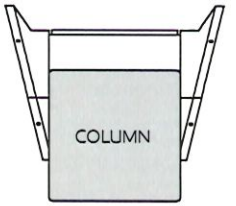
Small
Koala with small back and two posters

Rectangular Column
10"-13"
Round Column
10"-13"



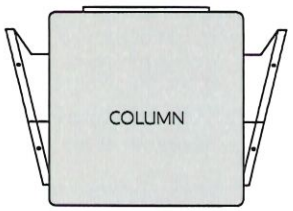
Large
Koala with large back and three posters

Rectangular Column
13.1"-14.5"
Round Column
13.1"-16.5"



Extra Large
Koala with ears and three posters

Rectangular Column
>14.5"
Round Column
>16.5"



Project Name	PBL #	Customer	Created by
ExxonMobil	332000	ExxonMobil	B.Dighero
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BIG RED ROOSTER FLOW
EXXONMOBIL BRAND BOOK

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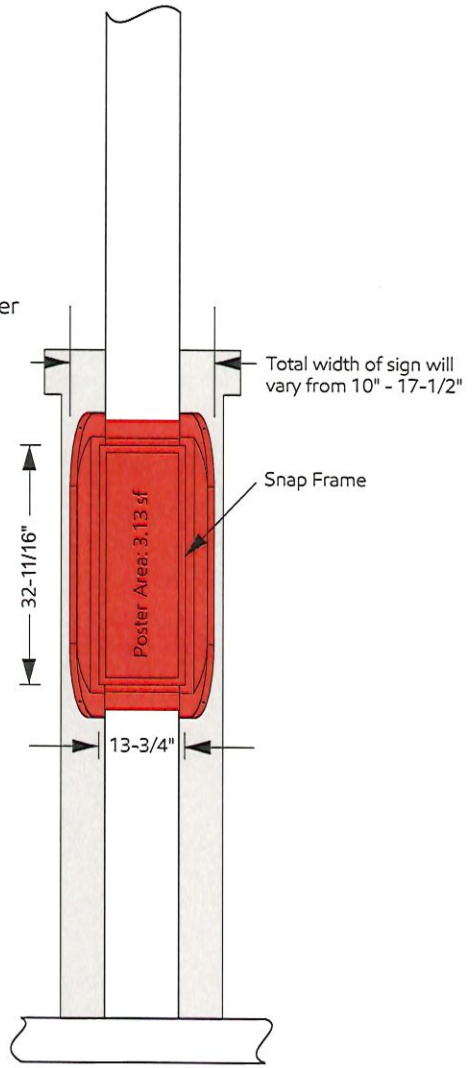
C APERTURE SPECIFICATIONS

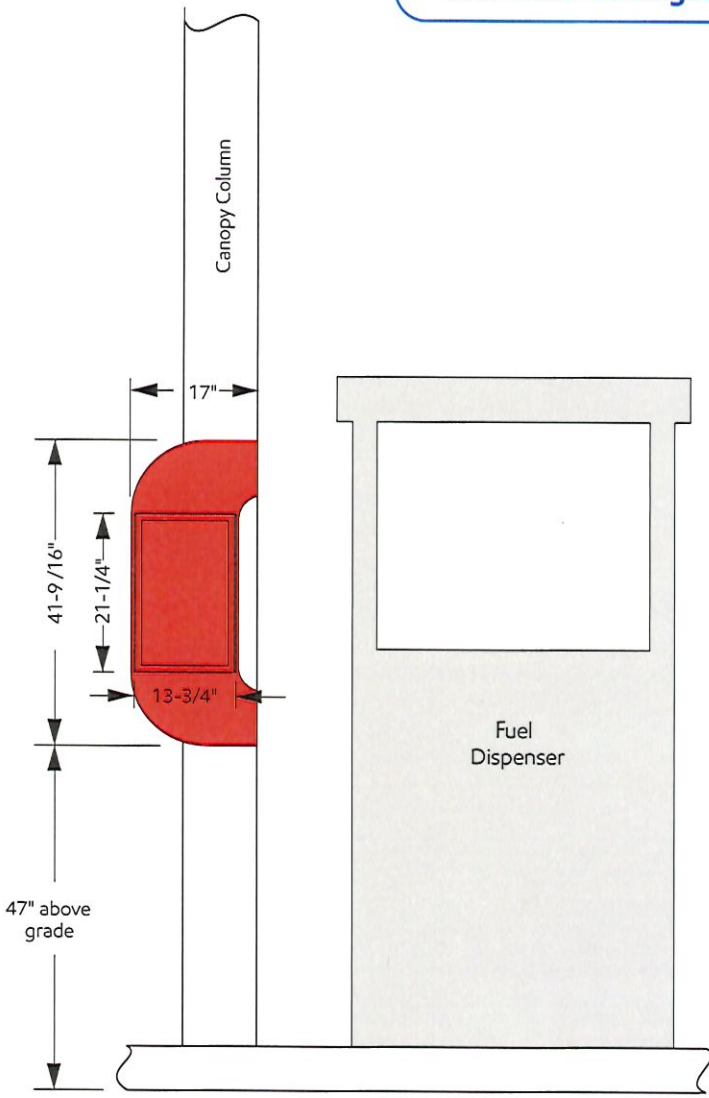
KOALA

*See installation guide

Koala with Back

Structural Spec:
- Non-illuminated Koala has 3 sides, each with a poster
- Acrylonitrile butadiene styrene (ABS) outer skin
- 24 lbs total weight
- Structure rated at 120mph wind load





Project Name	PBL #	Customer	Created by
ExxonMobil	332000	ExxonMobil	B.Dighero
Revision #	Date	Scale	Page #
Original	08_31_2026	NA	10 OF 15

BIG RED ROOSTER FLOW

EXXONMOBIL BRAND BOOK

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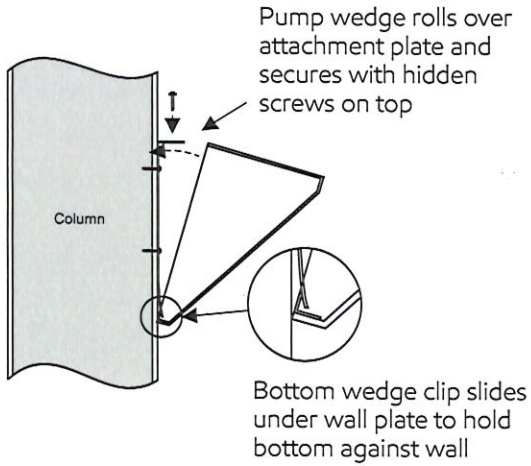
C APERTURE SPECIFICATIONS

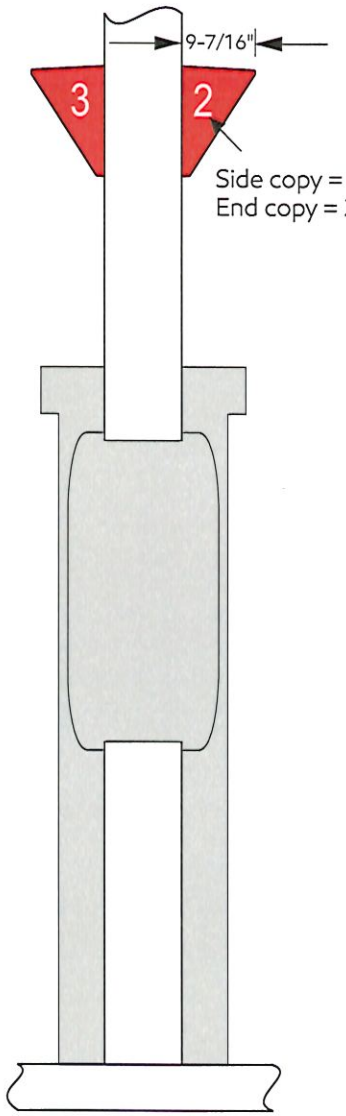
NUMBER WEDGE

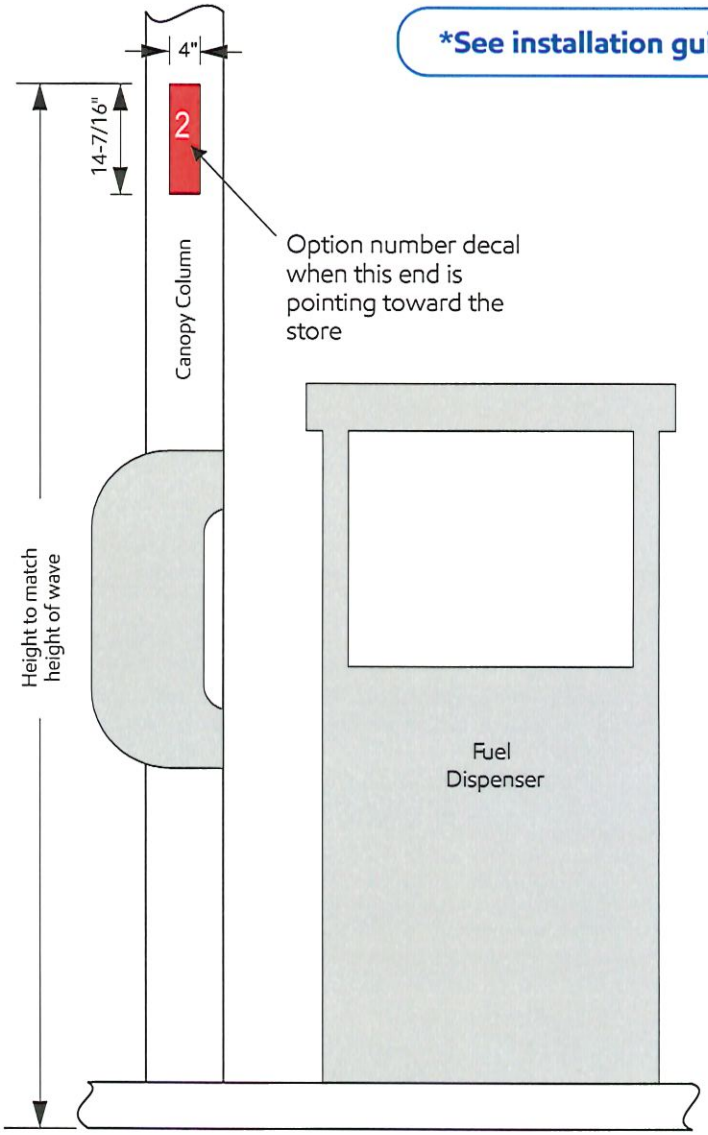
*See installation guide

Structural Spec:
- Wedges are 2 sided, non-illuminated, with white vinyl graphics
- Acrylonitrile butadiene styrene (ABS) skin with aluminum mounting plate
- 2 lbs total weight
- Structure rated at 120 mph wind load

Mounting Detail







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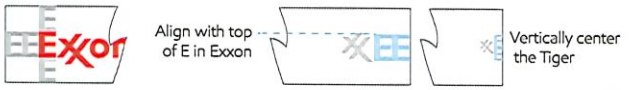
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Gilbarco | Encore 500/700 S with EPP 3 Product

Ancillary decals placement

Note: Please make sure the dispenser surface is cleaned prior to applying any of the adhesive backed or sponge tape decals.

A. Pump number (dispenser mounted)
B. Nozzle instruction
C. Site experience decal and EZ Enroll decal
D. Card reader graphic
E. Pump operation message - defined as needed
F. Receipt decal
G. Safety/caution message - as defined per legal requirements
H. Customer assistance decal, if applicable
I. Product content - ethanol %, bio %, sulfur ppm, if applicable
J. ExxonMobil-related only marketing program, instructions (within dotted area at right)
K. Marketing/loyalty stickers (within dotted area at right; K2 is for the Smart card program)
L. Speed pass QR code
M. Clean air nozzle decal, Temperature notice decal, Oxygenated gas decal, etc. dotted area (within at right; Motor fuel decal goes here, if required, M2 is alternate placement)
N. Local regulatory decals, e.g. Weights and Measures (within dotted area at right)
O. Dispenser manufacturing decals (within dotted area at right)
P. "Gasoline" decal, California-only and on mixed fuel dispensers only
Q. Florida-only ADA decal
R. Valance logos - as defined by brand (positioned per graphic below)
S. "Use your cell phone to enroll..." Decal



Ensure these instructional decals and application holders are removed from all Synergy imaged dispensers







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D PUMP TOPPERS

MHD PUMP TOPPERS



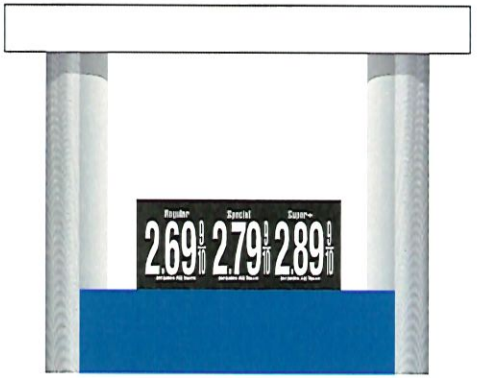
QUANTITY:	4
WIDTH:	26.25"
HEIGHT:	12.25"

OVERHEAD PUMP TOPPERS



QUANTITY:	0
WIDTH:	-
HEIGHT:	-

PRICE PUMP TOPPERS



QUANTITY:	0
WIDTH:	-
HEIGHT:	-

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D AMENITY BINS



ARUBA WASTE/WINDSHIELD CENTER, 42-GALLON DOUBLE-SIDED, OPEN-TOP

BLACK: #75990199

QUANTITY: 0



ARUBA WASTE/WINDSHIELD CENTER, 42-GALLON SINGLE-SIDED, OPEN-TOP

BLACK: #759901

QUANTITY: 0



FIJI WASTE/WINDSHIELD SERVICE CENTER, 40-GALLON DOUBLE-SIDED, OPEN-TOP

BLACK: #758701

QUANTITY: 0



FIJI WASTE/WINDSHIELD SERVICE CENTER, 40-GALLON SINGLE-SIDED, OPEN-TOP

BLACK: #758901

QUANTITY: 0



HARBOR 1 SINGLE-SIDED WASTE/WINDSHIELD CENTER

Black: #755101

QUANTITY: 4



HAVEN 1 SINGLE-SIDE WASTE/WINDSHIELD SERVICE CENTER

Black: #75810199

QUANTITY: 0



HAVEN 2 DOUBLE-SIDE WASTE/WINDSHIELD SERVICE CENTER

Black: #75820199

QUANTITY: 0



42-GALLON SQUARE WASTE CONTAINER

Black: #732101

QUANTITY: 0



42-GALLON WITH DOME OR ASHTRAY LID

Black: #73300199

QUANTITY: 0

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E PAINT SPECIFICATIONS

Sherwin Williams: P1
Name: Tan
Pantone: N/A
NCS: 2610-Y11R

Jones Blair: A2W-080101/ 99951 Acrylithane HS2 Semi-Gloss

Application: Proscenium arch existing buildings

Sherwin Williams: P6
Name: ExxonMobil Red
Pantone: 485C
NCS: 0980-Y81R

Jones Blair: A2N-D10169/ 99951 Acrylithane HS2 Semi-Gloss

Application: Signage and fascia

Sherwin Williams: P13
Name: Gray
Pantone: N/A
NCS: N/A

Jones Blair: 45604/99951 Acrylithane HS2 Semi-Gloss

Application: Exterior walls on existing buildings mullions, door and door frames, building sign frames, curbs, and bollards

Sherwin Williams: P8
Name: Eggshell White
Pantone: N/A
NCS: N/A

Jones Blair: (U.S. only) 45027/99951 Acrylithane 1152 Semi-Gloss

Application: All columns shrouds or columns, ID signs/frames (excluding high rise signs) includes any sign with prices and island shelter buildings

Sherwin Williams: P9
Name: Gunmetal Gray
Pantone: N/A
NCS: N/A

Jones Blair: A2N6011/ 99951 Acrylithane HS2 Semi-Gloss

Application: Sign frames (snap-lock), high rise ID sign poles.frames, yard lights and poles, small free-standing message sign frames, Air & Water stand, trash enclosure, and vent pipes (remote from building)

Islands

Existing painted islands need to be painted P13 gray



Unpainted and stainless steel islands do not need to be painted

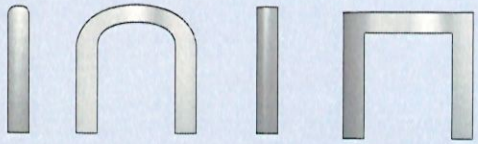


Bollards

Existing painted bollards need to be painted P13 gray



Stainless steel bollards do not need to be painted



CHANGE LOG

For any questions please contact Site Image Materials Maintenance at **866-844-7078**

DATE	CHANGE LOG

Project Name	PBL #	Customer	Created by
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BIG RED ROOSTER FLOW

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10A

AN ORDINANCE TO AMEND TOWN OF HERMOSA ORDINANCE CHAPTER 51 (SEWER REGULATIONS) BY AMENDING CHAPTER 51 THERETO TO ENSURE CONCISE AND EQUITABLE REGULATION OF THE MUNICIPAL SEWER SYSTEM IN ACCORDANCE WITH AND LIMITED TO THOSE POWERS GRANTED BY THE STATE OF SOUTH DAKOTA AND THE UNITED STATES OF AMERICA

BE IT ORDAINED BY THE BOARD OF TRUSTEES FOR THE TOWN OF HERMOSA THAT THE TOWN OF HERMOSA ORDINANCE CHAPTER 51 (SEWER REGULATIONS) BE ENACTED AS FOLLOWS:

CHAPTER 51: SEWER REGULATIONS

Sections

51.01 Definitions

51.02 Use of municipal sewers required

51.03 Private sewage disposal

51.04 Building sewers and connections

51.05 Use of the municipal sewers

51.06 Malicious or willful damage to sewer system

51.07 Powers and authority of inspectors

51.08 Rates and charges for services

51.09 Fees

51.10 Construction standards

51.11 Repairs of city sewer mains and service lines

51.99 Penalty

§ 51.01 DEFINITIONS.

Unless the context specifically indicates otherwise, the meaning of terms used in this chapter shall be as follows:

BUILDING DRAIN. That part of the lowest horizontal piping of a drainage system which receives the discharge from soil, waste, and other drainage pipes inside the walls of the building and conveys it to the building sewer, as defined by the Uniform Plumbing Code.

BUILDING SEWER. The extension from the building drain to the municipal sewer or other place of disposal, as defined by the Uniform Plumbing Code.

GARBAGE. Shall mean solid wastes from the preparation, cooking, and dispensing of food, and from the handling, storage and sale of produce.

INDUSTRIAL WASTES. The liquid wastes from industrial processes as distinct from sanitary sewage. Industrial waste includes, but is not limited to, restaurants, rendering plants, slaughter floors and service stations.

MUNICIPAL SEWER. A sewer controlled by public authority.

NATURAL OUTLET. Any outlet into a watercourse, pond, ditch, lake or other body of surface or ground water.

PERSON. Any individual, firm, company, association, society, corporation or group.

PROPERLY SHREDDED GARBAGE. The wastes from the preparation, cooking and dispensing of food that has been shredded to such a degree that all particles will be carried freely, under the flow conditions normally prevailing in municipal sewers, with no particle greater than one-half inch in any dimension.

SANITARY SEWER. A sewer, which carries sewage, and to which storm, surface, and ground waters are not intentionally admitted.

SD DANR. South Dakota Department of Agriculture and Natural Resources.

SEWAGE TREATMENT PLANT. Any arrangement of devices and structures used for treating sewage.

SEWAGE SYSTEM. All facilities for collecting, pumping, treating, and disposing of sewage.

SEWAGE. A combination of the water carried wastes from residences, business buildings, institutions, and industrial establishments.

SUPERINTENDENT. The superintendent of the sewer system of the municipality, or the authorized deputy, agent, or representative of the municipality.

SUSPENDED SOLIDS. Solids that either float on the surface of, or are in suspension in water, sewage, or other liquids, and which are removable by laboratory filtering.

(Ord. 15, passed 6-20-2006; Ord. 15R-2015, passed 2-2-2015; Ord. Passed ?-??-2026)

§ 51.02 USE OF MUNICIPAL SEWERS REQUIRED.

(A) It shall be unlawful to discharge to any natural outlet within the municipality, or in any area under the jurisdiction of said municipality, any sanitary sewage, industrial wastes, or other polluted water, except where suitable treatment has been provided in accordance with subsequent provisions of this chapter.

(B) Except as provided within this chapter, it shall be unlawful to construct or maintain any privy, privy vault, septic tank, cess pool, or other facility intended or used for the disposal of sewage.

(C) In consideration of SDCL § 9-48-53, the owner of all houses, buildings or properties used for human occupancy, employment, recreation, or other purposes is hereby required, at their expense, to install suitable toilet facilities therein, and to connect such facilities directly with the municipal sewer in accordance with the provisions of this chapter, within 90 days after date of official notice to do so, provided:

(1) The structure or wastewater system is located within the jurisdictional boundaries of the municipality; and

(2) The sewer collection system of the municipality exists within 200 feet of the property line.

(D) The municipality has the right to require annexation to any current serviced area. All new services shall annex into the municipal limits prior to service being provided.

(Ord. 15, passed 6-20-2006; Ord. 15R-2015, passed 2-2-2015; Ord. Passed 1-8-2019; Ord. Passed ?-??-2026)

§ 51.03 PRIVATE SEWAGE DISPOSAL.

(A) Where a municipal sanitary sewer is not available under the provision of § 51.02(C), the building sewer may be connected to a private sewage disposal system complying with the provision of this chapter.

(B) Before commencement of construction of a private sewage disposal system, the owner shall first obtain a written permit approved by the municipality. The application for such permit shall be made on a form furnished by the municipality, which the applicant shall supplement with any plans, specifications, and other information as are deemed necessary by the Planning Commission, or an agent authorized by the same. Charges as per the current fee schedule shall be paid to the municipal Finance Officer at the time the application is filed.

(C) The type, capacities, location and layout of a private sewage disposal system shall comply with all recommendations of SD DANR, whose recommendations shall be received, in writing, by the municipality, prior to the approval of any permit. No septic tank shall be permitted to discharge to any municipal sewer or natural outlet.

(D) Use of any newly constructed sewage disposal system shall not be permitted until the installation is completed to the satisfaction of SD DANR.

(E) At such time as a private sewage disposal system fails and/or a municipal sewer becomes available to a property served by a private sewage disposal system, as provided in § 51.02(C), a direct connection shall be made to the municipal sewer in compliance with this chapter, and any septic tanks, and similar private sewage disposal facilities shall be decommissioned under the guidance of SD DANR, at no expense to the municipality.

(F) The owner shall operate and maintain the private sewage disposal facilities in a sanitary manner at all times, at no expense to the municipality.

(G) Any individual or corporation desiring connection of the sewage disposal system to any property within the limits of the municipality where the system is not available may, at no cost to the municipality construct any such necessary extension to the specifications of this chapter and SD DANR requirements applicable at the date of construction and approval of the municipality.

(H) A copy of all plans and specifications shall be filed with the Finance Officer 30 days prior to the start of such construction.

(Ord. 15, passed 6-20-2006; Ord. 15R-2015, passed 2-2-2015; Ord. Passed ?-??-2026)

§ 51.04 BUILDING SEWERS AND CONNECTIONS.

(A) Only a duly licensed plumber/contractor approved by the municipality shall be permitted to do any work on or uncover, make any connections with, make an opening into, alter, or disturb any municipal sewer or appurtenances.

(B) Any person desiring sewer service from the municipal sewer system for premises not currently connected with the system shall apply to the Finance Officer for a permit. The permit application shall be supplemented by any plans, specifications, or other information considered pertinent in the judgment of the Planning Commission, or approved agent of the same. The time the application is filed, the applicant shall pay a connection/tap fee to be determined by the fee schedule.

(C) All costs and expenses incident to the installation and connection of the building sewer to the municipal sewer shall be borne by the owner. The owner shall indemnify the municipality from any loss or damage that may directly or indirectly be caused by the installation of the building sewer.

(D) Existing building sewers, in working condition, may be used in connection with new buildings only when they are found, upon physical inspection, to meet all requirements of this chapter and are approved by the municipality.

(E) The size and slope of the building sewer shall be subject to the approval of the Superintendent, but in no event shall the diameter be less than four inches.

(F) Wherever possible the building sewer shall be brought to the building at an elevation below the basement floor. No building sewer shall be laid parallel to or within three feet of any bearing wall, which might thereby be weakened.

(G) In all buildings in which any building drain is too low to permit gravity flow to the municipal sewer, sanitary sewage carried by such drain shall be lifted by approved artificial means and discharge to the building sewer.

(H) The connection for the building sewer into the municipal sewer shall be approved by the Planning Commission, and in a location approved by the same. All connections shall utilize or saddle approved by the municipality.

(Ord. 15, passed 6-20-2006; Ord. 15R-2015, passed 2-2-2015; Ord. Passed ?-??-2026)

§ 51.05 USE OF THE MUNICIPAL SEWERS.

(A) No person shall discharge or cause to be discharged any storm water, surface water, ground water, roof runoff, subsurface drainage, cooling water or unpolluted industrial process waters to any sanitary sewer.

(B) No person shall discharge or cause to be discharged any of the following described waters or wastes to any municipal sewer:

(1) Any liquid or vapor having a temperature higher than 150º F;

(2) Any water or waste which may contain more than 100 parts per million, by weight, of fat, oil, or grease;

(3) Any gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquid, solid, or gas;

(4) Any garbage that has not been properly shredded;

(5) Any ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, leathers, tar, plastics, wood, paunch, manure, or any other solid or viscous substance capable of causing obstruction to the flow in sewers or other interference with the proper operation of the sewage system;

(6) Any waters or wastes containing a toxic or poisonous substance in sufficient quantity to injure or interfere with any sewage treatment process which constitutes a hazard to humans or animals or create any hazard in the receiving waters of the sewage treatment plant;

(7) Any waters or wastes containing suspended solids of such character and quantity that unusual attention or expense is required to handle such materials at the sewage treatment plant; or

(8) Any noxious or malodorous gas or substance capable of creating a public nuisance.

(C) Grease, oil and sand interceptors shall be installed where necessary to protect the sewer system. Such interceptors shall not be required for private dwelling units. All interceptors shall be approved by the Superintendent, and shall be located as to be readily and easily accessible for cleaning, and inspection. Where installed, all interceptors shall be maintained by the owner, at his expense, in continuously efficient operation at all times.

(D) Pre-treatment systems shall be designed and constructed in accordance with requirements of SDCL 34A-2. If required, pre-treatment must be approved by the municipality and installed at no expense to the same.

(Ord. 15, passed 6-20-2006; Ord. 15R-2015, passed 2-2-2015; Ord. Passed ?-??-2026)

§ 51.06 MALICIOUS OR WILLFUL DAMAGE TO SEWER SYSTEM.

No unauthorized person shall maliciously, willfully or negligently break, damage, destroy, uncover, deface, or tamper with any structure, appurtenance, or equipment which is a part of the municipal sewage system.

(Ord. 15, passed 6-20-2006; Ord. 15R-2015, passed 2-2-2015; Ord. Passed ?-??-2026)

§ 51.07 POWERS AND AUTHORITY OF INSPECTORS.

The Superintendent and other duly authorized agent of the municipality bearing proper credentials and identification shall, with reasonable notice and consent of the property owner, be permitted to enter upon all properties for the purposes of inspection, observation, measurement, sampling, and testing, in accordance with the provisions of this chapter.

(Ord. 15, passed 6-20-2006; Ord. 15R-2015, passed 2-2-2015; Ord. Passed ?-??-2026)

§ 51.08 RATES AND CHARGES FOR SERVICES.

Fees, charges, and rates for sewer services, connections, and tap fees may be established by resolution by the municipality.

(Ord. 15, passed 6-20-2006; Ord. 15.1, passed 8-18-2009; Ord. 15R-2015, passed 2-2-2015; Ord. Passed ?-??-2026)

§ 51.09 FEES.

Any revenue accrued pursuant to this chapter shall be deposited into the Sewer Fund.

(Ord. 15, passed 6-20-2006; Ord. 15R-2015, passed 2-2-2015; Ord. Passed ?-??-2026)

§ 51.10 CONSTRUCTION STANDARDS.

All construction covered under this chapter shall comply with state codes, laws and the municipality's Standard Construction Specifications and Details.

(Ord. 15, passed 6-20-2006; Ord. 15R-2015, passed 2-2-2015; Ord. Passed ?-??-2026)

§ 51.11 REPAIRS OF CITY SEWER MAINS AND SERVICE LINES.

(A) Any repairs performed to the city's sewer mains are the sole responsibility of the municipality with an exception for any damage incurred during the installation of any private service.

(B) Any repairs required to private service lines will be the responsibility of the property owner up to and including the connection to the municipal sewer system. If during the repairs it is discovered that the damaged section is not up to current adopted codes the service will not be continued until the line from the main is replaced at the expense of the property owner.

(C) The property owner shall maintain, in good working condition, the service line up to and including the connection to the municipal sewer line.

(Ord. 15R-2015, passed 2-2-2015; Ord. Passed ?-??-2026)

§ 51.99 PENALTY.

Any person who violates a prohibition or fails to comply with a requirement imposed upon that person by this chapter shall, upon conviction, be subject to a fine not exceeding $500, imprisonment not exceeding 30 days, or both. Each day a violation continues shall constitute a separate offense. The municipality may also seek injunctive relief to enforce compliance with this chapter.

(Ord. passed 6-12-2017; Ord. Passed ?-??-2026)

BOARD OF TRUSTEES:

Vote:	Ferguson	_____	First Reading:	September 8th, 2026
	Kramer	_____	Second Reading:	_____, 2026
	Matheny	_____	Published:	_____, 2026
	Miller	_____	Effective:	_____, 2026
	Serviss	_____		

ATTEST:

_____	_____	_____	_____
Finance Officer	Date	Board President	Date

Received
Drinking Water Program
03/31/2025

10B

CONTRACT DOCUMENT
BETWEEN CONTRACTOR AND OWNER

THIS AGREEMENT, made this 26 day of August, 2025 by and between Quinn Construction (Contractor), hereinafter called the Party of the Second Part, and Town of Hermosa (Owner), hereinafter called the Party of the First Part, WITNESSETH: That the Party of the Second Part and the Party of the First Part, for the consideration hereinafter named, agree as follows:

ARTICLE 1. SCOPE OF WORK

The Party of the Second Part shall furnish all of the materials and labor and perform all of the work as shown on the plans and described in this Project Manual for the project

Hermosa North Water Tank Project
Benesch Project No. 1125-600002.00

prepared by Benesch herein after referred to as "Engineer" and shall do everything required by this Contract, Notice, Instructions, Special Conditions, Special Provisions, Detailed Specifications, Detailed Plans, General Conditions, and Standard Specifications which are hereby made a part of the Contract, including the following Addenda:

ADDENDUM NO.	DATED
1	July 9, 2025

ARTICLE 2. TIME OF COMPLETION

The work to be performed under this Contract shall commence within ten (10) calendar days after the Contractor is notified by the Owner to proceed.

All work shall be completed in accordance with the completion date set forth in the Special Bid Conditions and Explanations of Bid Documents of Section 4. Liquidated damages will be charged for failure to complete the project on or before the completion date as specified in the Contract Documents. Requests for time extensions shall be made in writing to Benesch, as soon as possible before the project completion date. All time extensions will be issued by the Owner through the Engineer and will be granted only for good cause beyond the control of the Contractor.

Liquidated damages shall be $850 (dollars) per calendar day for work not completed by completion date(s). Damages shall be assessed on the basis of the substantial completion date.

Received
Drinking Water Program
03/31/20

ARTICLE 3. CONTRACT SUM

The Party of the First Part shall pay the Party of the Second Part for the performance of the Contract consisting of the construction of Base Bid, subject to additions and deductions provided therein, in the current funds of $ 532,453.00 . The current Contract funds are as follows:

ARTICLE 4. ACCEPTANCE AND FINAL PAYMENT

Upon completion of all work under this Contract, the Individual or Department specified in Article 2 for making time extensions shall satisfy himself by examination that the test work has been finally and fully completed in accordance with the Specifications and Contract and report such completion to the Owner. The Contractor must complete and return a final pay estimate, and payment will be made on said pay estimate as soon as possible after approval by the Owner.

ARTICLE 5. THE CONTRACT DOCUMENTS

The Notice for Bids, Instructions to Bidders, Proposal, Performance Bond, Insurance, Special Provisions, Special Conditions, Addenda, and the Plans and Specifications, together with this Agreement, form the Contract, and all are as fully a part of the Contract as if hereto attached or herein repeated.

The said Party of the Second Part further agrees and states that he has studied the detailed specifications and that he is familiar with the terms and conditions stipulated therein.

Received
Drinking Water Program
03/31/2025

IN WITNESS WHEREOF: Owner, Town of Hermosa, Party of the First Part, having duly approved this Contract has caused this Contract to be executed in its behalf by its Owner this 29 day of August 2025.

OWNER:

BY _____
_____, **Owner**
Party of the First Part

TOWN OF HERMOSA SEAL CORPORATION SOUTHDAKOTA

CONTRACTOR:

Quinn Construction, Inc

BY _____
Party of the Second Part

NAME Derek Suhr

TITLE Vice President

ADDRESS

14639 Wagner Lane
ADDRESS Line 1

Rapid City, SD 57701
ADDRESS Line 2

CORPORATION SEAL

DATE _____

SCHEDULE A BASE BID					
ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST	EXPANDED TOTAL
	GENERAL				
A100	Mobilization	1	LS	$ 20,000.00	$20,000.00
A101	Clearing and Grubbing	0.15	AC	$ 5,000.00	$750.00
A105	Incidentals	0.5	LS	$ 2,500.00	$1,250.00
	WATER MAIN				
A212	10" DI. 90° Elbow	1	EA	$ 2,000.00	$2,000.00
A219	10" CL-54 DI. Water Main	25	LF	$ 250.00	$6,250.00
A221	4" CL-54 DI. Water Main	24	LF	$ 250.00	$6,000.00
A230	4" D.I. 90° Bend (Flanged)	1	EA	$ 750.00	$750.00
A231	4" D.I. 90° Bend (Mechanical Joint)	2	EA	$ 750.00	$1,500.00
	EXCAVATION				
A300	Excavation (Common)	233	CY	$ 30.00	$6,990.00
A301	Compaction of Earthwork (Earth Fill)	233	CY	$ 30.00	$6,990.00
A302	Common Excavation (Unstable/Undercut)	23.3	CY	$ 30.00	$699.00
A303	Compaction of Earthwork (Structural Backfill)	23.3	CY	$ 30.00	$699.00
	DRAINAGE				
A401	10" SDR35 PVC Cleanout	1	EA	$ 2,153.00	$2,153.00
A402	10"x4" SDR35 PVC "Y"	1	EA	$ 1,076.00	$1,076.00
A404	10" SDR35 PVC Pipe	68	LF	$ 64.50	$4,386.00
	SURFACING				
A504	Soil Test	1	LS	$ 450.00	$450.00
	MISC.				
A600	Traffic Control	1	LS	$ 1,500.00	$1,500.00
A601	Low Flow Silt Fence	835	LF	$ 6.00	$5,010.00
A602	Concrete Foundations and Slabs	1	LS	$ 204,000.00	$204,000.00
A603	Steel Water Storage Tank	1	EA	$ 260,000.00	$260,000.00
	TOTAL SCHEDULE A BASE BID				$ 532,453.00

11C

PROFESSIONAL SERVICES AGREEMENT

CERTIFIED FLOODPLAIN MANAGER AND FEMA LIAISON SERVICES

RELATED TO FLOODPLAIN MANAGEMENT

TIME-AND-MATERIALS / NOT-TO-EXCEED

Town	Town of Hermosa, South Dakota
Consultant	Fife Innovations L.L.C.
Key Person	Daniel Fife, CFM
Effective Date	[_____]
Agreement Ceiling	Not to exceed $[_____] without written amendment

DRAFT FOR LEGAL AND INSURANCE REVIEW

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TOWN OF HERMOSA, SOUTH DAKOTA
CERTIFIED FLOODPLAIN MANAGER AND FEMA LIAISON SERVICES AGREEMENT

This Professional Services Agreement (the "Agreement") is entered into as of the Effective Date by and between the TOWN OF HERMOSA, SOUTH DAKOTA, a South Dakota municipality, with offices at 230 Main Street, P.O. Box 298, Hermosa, South Dakota 57744 ("Town"), and FIFE INNOVATIONS L.L.C., a North Dakota limited liability company, with a principal address at 315 15th Avenue North, Fargo, North Dakota 58102 ("Consultant"). Town and Consultant are each a "Party" and collectively the "Parties."

RECITALS

A. Hermosa Code of Ordinances Chapter 151 governs flood damage prevention, and the Town participates in the National Flood Insurance Program. The Town retains responsibility for exercising governmental powers assigned by law or ordinance to the Board of Trustees, the Town's duly appointed Floodplain Administrator, the Appeal Board, or other Town officials.

B. The Town desires specialized technical and administrative assistance from a Certified Floodplain Manager and desires a consultant liaison to coordinate floodplain-management communications with the Federal Emergency Management Agency, the South Dakota floodplain coordinating agency, and other governmental partners.

C. Consultant will furnish Daniel Fife, CFM, as the Key Person for those services. Under this Agreement Daniel Fife is not appointed as the Town's Floodplain Administrator, is not appointed to municipal office, and does not receive authority to approve or deny permits, issue enforcement orders, decide appeals or variances, exercise police power, or make another governmental determination reserved by law to the Town.

D. The designation "FEMA Liaison" is a contractual description of Consultant's coordination role for the Town. It does not mean that Consultant or Daniel Fife is an employee, officer, agent, representative, or credentialed official of FEMA, and it does not authorize either to bind FEMA, the Federal Government, or the Town except to the limited extent the Town expressly authorizes a communication or ministerial submission in writing.

E. The Parties intend compensation to be on a time-and-materials basis subject at all times to the Agreement Ceiling and any lower Task Order ceiling. If Federal award funds are used, the Parties intend to comply with applicable Federal procurement and contract requirements, including requirements governing time-and-materials contracts.

F. The Parties intend the Services to supplement, not replace, the Town's legal, engineering, surveying, emergency-management, procurement, and governmental decision-making functions. Questions of Town law, due process, enforcement authority, procurement authority, and legal procedure remain for the Town Attorney or other authorized legal counsel.

NOW, THEREFORE, in consideration of the mutual covenants below, the Parties agree as follows:

1. ENGAGEMENT; DEFINITIONS; ORDER OF PRECEDENCE

1.1 Engagement. Town retains Consultant to provide the Services described in this Agreement, Exhibit A, and authorized Task Orders, and Consultant accepts the engagement subject to the stated scope, ceilings, and limitations of authority.

1.2 Certified Floodplain Manager Services. "CFM Services" means professional floodplain-management advisory, technical-review, documentation, training, mapping-coordination, compliance-support, and related services that may be performed by a Certified Floodplain Manager without exercising a governmental power reserved to a Town official or performing a discipline that requires a separate professional license.

1.3 FEMA Liaison Services. "FEMA Liaison Services" means authorized coordination, communication, meeting support, issue tracking, documentation, technical assistance, and follow-up with FEMA, the State, pass-through entities, and other agencies concerning floodplain management, NFIP administration, mapping, mitigation, disaster recovery, grants, audits, and related matters. FEMA Liaison Services are advisory and coordinative and do not confer Federal status or authority.

1.4 Services. "Services" means the CFM Services and FEMA Liaison Services expressly authorized under this Agreement, Exhibit A, or a written Task Order.

1.5 Authorized Town Representative. The Finance Officer, Town Board President, or another person designated by Board action is the Town's contract administrator ("Authorized Town Representative"). Only the Board or an Authorized Town Representative acting within delegated authority may authorize compensable Services, approve budgets, direct commercial priorities, or approve Task Orders. Applicant requests, informal third-party requests, or agency communications do not by themselves authorize additional billable scope.

1.6 Town Decision-Makers. References to the "Town Floodplain Administrator" or an "Authorized Town Official" mean the person or body that has lawful authority to make the particular municipal determination. Consultant may advise that person or body but does not acquire the official's authority by providing technical support.

1.7 Order of Precedence. In the event of conflict, the following order controls: (a) applicable law and mandatory Federal or state award requirements; (b) a fully executed amendment to this Agreement; (c) award-specific Federal terms expressly attached to and incorporated into a Task Order; (d) this Agreement; (e) Exhibit D for federally funded work; (f) the applicable Task Order; and (g) the remaining exhibits. A Task Order may supplement scope but may not alter the Agreement Ceiling, liability allocation, conflict rules, or dispute terms unless it expressly states that it is an amendment approved with the authority required for an amendment.

2. ROLES, QUALIFICATIONS, AND LIMITS OF AUTHORITY

2.1 Key Person. Daniel Fife, CFM, is the required Key Person and primary Consultant contact. Consultant shall promptly notify the Town of any material unavailability and shall not replace him as lead CFM/FEMA Liaison without prior written Town approval.

2.2 CFM Status. Consultant represents that Daniel Fife holds Certified Floodplain Manager certification as of the Effective Date and shall promptly notify the Town of any lapse, suspension, restriction, or material disciplinary matter affecting that certification. CFM certification does not substitute for any state professional license.

2.3 No Municipal Appointment. This Agreement does not appoint Daniel Fife or Consultant as the Town Floodplain Administrator or to any other municipal office. Neither may exercise statutory or ordinance-based authority merely because the Town uses the titles "Certified Floodplain Manager" or "FEMA Liaison" in connection with the Services.

2.4 Official Actions Reserved to Town. Unless Daniel Fife is separately and lawfully appointed by Board action under a separate instrument that expressly identifies the authority granted, Consultant and its personnel shall not sign or issue a permit approval or denial, formal ordinance interpretation, notice of violation, stop-work order, variance or appeal decision, substantial-damage determination having binding governmental effect, enforcement settlement, or other act reserved by law to the Town. Consultant may prepare recommendations, draft findings, technical memoranda, inspection observations, and proposed correspondence for review and action by the authorized Town official.

2.5 FEMA Liaison Is Not FEMA Status. The Town's designation of Daniel Fife as its consultant FEMA Liaison for floodplain-management matters is solely for administrative coordination. Neither Consultant nor Daniel Fife may represent that FEMA has appointed, certified, employed, endorsed, or delegated authority to them. They may not bind FEMA or make commitments on FEMA's behalf.

2.6 Authority to Communicate for Town. The Town may authorize Consultant to communicate factual information, transmit documents, request technical assistance, schedule meetings, track agency requests, and present the Town's technical position as approved by the Town. Consultant may not make a legal certification, waive a Town right, commit Town funds, accept an award condition, settle a compliance issue, or make a representation requiring official certification unless a Town official with lawful authority expressly approves the specific action in writing.

2.7 Licensed Disciplines. Consultant shall not perform or seal engineering, land surveying, architecture, legal services, or another service requiring a professional license unless the work is separately authorized and performed by a person duly licensed for that discipline. Technical review by a CFM does not convert into engineering or surveying merely because the underlying applicant materials contain engineering or survey information.

2.8 Legal Questions. On questions of Town law, ordinance interpretation, due process, enforcement authority, conflicts, public records, procurement, or legal procedure, Consultant shall promptly seek direction from the Town Attorney. Consultant does not provide legal opinions to the Town and may rely in good faith on written legal direction supplied by the Town Attorney on questions assigned to counsel.

2.9 No Personal Guaranty. Daniel Fife is not a party to this Agreement in his individual capacity solely because he is the Key Person or signs for Consultant. He does not personally guarantee Consultant's contractual obligations.

3. SCOPE AND STANDARD OF PERFORMANCE

3.1 Scope. Consultant shall perform the Services described in Exhibit A and any authorized Task Order. Routine work includes ongoing CFM advisory and FEMA liaison functions. Unusually large, project-specific, grant-funded, engineering, surveying, litigation-support, or emergency assignments require a Task Order when they materially exceed routine administration.

3.2 Professional Standard; Exclusive Standard; No Implied Warranty. Consultant shall perform the Services with the care and skill ordinarily exercised by competent floodplain-management consultants performing similar services under similar conditions at the same time and locality. This is the sole contractual professional standard of care. No warranty, guarantee, fiduciary duty, insurer-like duty, perfection standard, duty to achieve a particular governmental outcome, or standard arising solely from a proposal, marketing statement, guideline, checklist, or industry aspiration is created by this Agreement.

3.3 No Outcome Guarantee. Consultant does not guarantee FEMA, State, NFIP, Community Rating System, grant, insurance, mapping, mitigation, permitting, enforcement, or funding outcomes. Consultant's liaison role does not guarantee agency responsiveness, concurrence, reimbursement, approval, or favorable treatment.

3.4 Reliance on Town and Third-Party Information. Consultant may reasonably rely on maps, surveys, elevations, engineering analyses, title information, permit materials, certifications, records, representations, agency correspondence, and other information furnished by the Town, applicants, licensed professionals, FEMA, the State, or other third parties unless an error is apparent to a reasonably competent floodplain-management professional. Consultant is not responsible for the accuracy of information it did not prepare and is not required to independently survey, engineer, test, audit, or verify such information unless expressly included in an authorized Task Order.

3.5 No Continuous Inspection or Duty to Discover. Unless a Task Order expressly provides otherwise, the Services do not include continuous site inspection, construction supervision, responsibility for contractor means or methods, jobsite safety, or a duty to discover every violation, latent condition, mapping defect, or unreported change. Field observations are limited to observations reasonably necessary for the authorized floodplain-management task.

3.6 Conflicting Requirements. If Town ordinances, adopted maps, state law, Federal requirements, or agency guidance materially conflict or are reasonably susceptible to competing interpretations, Consultant may pause the affected recommendation or liaison action and request written direction from the Town Attorney or other appropriate authority without breach or schedule liability. Any deadline affected by the unresolved conflict is equitably extended to the extent permitted by law.

3.7 FEMA/NQS-Informed Support. When requested, Consultant may provide disaster and mitigation support generally consistent with floodplain-management functions identified by FEMA resources, including functions associated with FEMA hazard-mitigation floodplain-management specialists, to the extent applicable to Hermosa. Such references are performance benchmarks only and do not represent that Consultant or Daniel Fife holds a FEMA NQS position qualification unless separately documented.

3.8 Emergency and After-Hours Services. Routine Services are provided during normal business hours. After-hours, emergency, post-disaster, or deployment-style availability is not guaranteed unless a Task Order establishes activation authority, response expectations, staffing, data access, travel terms, and an applicable ceiling.

4. KEY PERSONNEL; SUPPORT PERSONNEL; SUBCONSULTANTS

4.1 Support Personnel. Consultant may use qualified support personnel for clerical, GIS, planning, document management, field-observation support, or technical tasks to the extent authorized by Exhibit B or a Task Order. Support personnel may not make governmental determinations or perform licensed services for which they are not qualified.

4.2 Subconsultants. Consultant shall not subcontract a material portion of the Services without the Town's prior written approval, which shall not be unreasonably withheld or delayed for qualified subconsultants. Approved subconsultants are bound by applicable terms of this Agreement, and Consultant remains responsible for their commercial performance.

4.3 Direction of Consultant Personnel. Town personnel shall direct Consultant's commercial work only through the Authorized Town Representative or applicable Task Order manager. Consultant is not required to follow instructions from an applicant, developer, contractor, insurer, lender, or other third party and may rely on the Authorized Town Representative to resolve conflicting Town staff directions.

4.4 Continuity. Consultant shall maintain a current transition list of material open matters, deadlines, agency requests, and pending deliverables sufficient for another qualified consultant or Town staff member to assume the work without avoidable loss of continuity.

5. TIME-AND-MATERIALS COMPENSATION; CEILINGS

5.1 Discounted Fixed Hourly Rates. Town shall pay for direct labor hours actually and reasonably worked on authorized Services at the Town Contract Rates stated in Exhibit B. The Town Contract Rates are fully burdened and include wages, fringe benefits, overhead, general and administrative expense, insurance, and profit unless Exhibit B expressly states otherwise.

5.2 Materials and Direct Costs. Town shall reimburse authorized materials and other direct costs only at actual documented cost, without markup unless Exhibit B expressly permits a stated markup and the funding source allows it. Travel must comply with Exhibit B and any Town travel policy supplied to Consultant.

5.3 Agreement Ceiling. Total compensation and reimbursable costs shall not exceed $[_____] (the "Agreement Ceiling") without a written amendment approved by the Board of Trustees. Consultant exceeds the Agreement Ceiling at its own risk and expense. The Town shall establish the Agreement Ceiling by Board action before Consultant is required to commence recurring Services; omission of the dollar amount creates no obligation to perform unfunded work.

5.4 Task Order Ceilings. The Town may establish lower not-to-exceed ceilings for Task Orders. Consultant shall not exceed a Task Order ceiling without advance written authorization by a Town official having authority to approve that increase. A Task Order increase does not increase the Agreement Ceiling.

5.5 Budget Notices. Consultant shall notify the Authorized Town Representative when billed and committed costs reach approximately 70%, 85%, and 95% of the applicable ceiling and shall provide an estimate to complete. Failure to provide notice does not increase a ceiling. After the 95% notice, Consultant may defer nonurgent work that would reasonably cause the ceiling to be exceeded unless the Town authorizes additional funds.

5.6 No Unauthorized Charges. Town is not responsible for unauthorized work; proposal preparation not requested by the Town; collection costs except as allowed by law; time spent correcting Consultant-caused errors; premium or overtime rates not approved in advance; or work by labor categories not authorized under Exhibit B or a Task Order.

5.7 Rates and Increases. The Town Contract Rates in Exhibit B remain fixed through December 31, 2026. Beginning in 2027, Consultant may propose a rate adjustment no more than once per calendar year upon at least sixty days' written notice. Any labor-rate change is effective only through a Board-approved written amendment and shall not apply retroactively. Mileage may adjust prospectively to the then-current U.S. General Services Administration privately owned vehicle mileage rate without amendment, subject to any lower mandatory Town or funding-source limit.

5.8 Federal T&M Conditions. For any Task Order funded with a Federal award and subject to 2 C.F.R. Part 200, the Task Order shall include a ceiling price, Consultant shall exceed that ceiling at its own risk, and the Town shall maintain the oversight required by applicable Federal rules. The Town retains responsibility for documenting any required determination that no other contract type is suitable.

5.9 Authorized Travel Time. When the Town specifically requests or approves onsite services requiring travel from Consultant's regular business location to Hermosa or another Town-designated location, reasonable travel time may be billed at fifty percent of the applicable Town Contract Rate for the person traveling, together with authorized mileage or other travel costs. Travel time is limited to actual reasonable travel, is not billed concurrently with other compensated work, and does not include ordinary local commuting.

5.10 Stop-Work at Ceiling. Consultant is not required to perform Services beyond an applicable Agreement or Task Order ceiling. Upon reaching a ceiling, Consultant may suspend affected Services without breach until additional authority is approved, while using reasonable efforts to identify imminent compliance, grant, mapping, or public-safety deadlines so the Town can make an informed funding or reassignment decision.

5.11 Changes in Scope, Law, or Conditions. If the Town materially changes the Services, accelerates the schedule, directs substantial rework, adds a new reporting or cybersecurity requirement, changes the required staffing mix, or if a change in law, ordinance, FEMA map, mandatory funding condition, or agency directive materially increases effort or cost after authorization, Consultant is entitled to a reasonable schedule and compensation adjustment subject to the applicable ceiling and required written authorization.

6. INVOICES; PAYMENT; AUDIT; RECORDS

6.1 Monthly Invoices. Consultant shall invoice no more frequently than monthly. Each invoice shall identify the employee, labor category, date, hours, Town Contract Rate, extended amount, reimbursable-cost detail, prior billings, current billing, cumulative billing, and remaining Agreement and Task Order ceilings. Consultant shall provide a concise

monthly status report identifying open matters, agency requests, upcoming deadlines, budget utilization, and matters requiring Town action.

6.2 Approval. Consultant personnel shall not approve their own invoices, rate changes, contract amendments, claim settlements, or other matters in which Consultant has a direct pecuniary interest. The Finance Officer, Board, or another disinterested authorized Town official shall perform those functions.

6.3 Payment. Town shall pay complete, accurate, and undisputed invoices in accordance with applicable South Dakota prompt-payment law and Town claims procedures. If the Town disputes an invoice or Service, it shall provide timely written notice of the disputed amount and reasons and shall timely pay the undisputed portion. Payment is not acceptance of deficient Services. Town payment for authorized Services is not conditioned on applicant fees, grant reimbursement, FEMA reimbursement, insurance recovery, or third-party payment unless a nonwaivable funding condition expressly requires otherwise and is identified before the work is authorized.

6.4 Books and Audit. Consultant shall maintain contemporaneous time records, receipts, approved subconsultant invoices, and records reasonably sufficient to substantiate charges. On reasonable notice during normal business hours, the Town, its auditor, and authorized grant oversight entities may inspect records directly relevant to amounts billed or grant compliance, subject to protection of unrelated client information, privileged material, trade secrets, and proprietary methods except to the extent disclosure is legally required.

6.5 Retention. Consultant shall retain contract, billing, and performance records for at least six years after final payment, or longer if required by a Town retention schedule, litigation hold, audit, or Federal award. Town records shall be transferred to and maintained by the Town as provided in Section 12.

6.6 Withholding and Setoff. The Town may withhold only the amount reasonably related to a timely identified invoice dispute, defective Service, or lawful offset arising under this Agreement. The Town shall not withhold an undisputed invoice solely because of an unrelated claim, third-party dispute, permit controversy, or pending agency matter.

7. TOWN RESPONSIBILITIES

7.1 Information and Access. Town shall provide reasonably available ordinances, maps, studies, prior permits, records, agency correspondence, system access, and site access necessary for performance. Consultant shall identify material missing information promptly.

7.2 Town Decision-Making. The Board of Trustees, Town Floodplain Administrator, Appeal Board, Town Attorney, Town Engineer, Finance Officer, and other authorized Town officials retain all policy, legislative, appropriation, procurement, permitting, enforcement, variance, appeal, certification, and other powers assigned to them by law. Town shall identify the official who has authority to act when Consultant prepares a recommendation or draft for governmental action.

7.3 Legal Counsel. Town shall make the Town Attorney reasonably available for legal questions material to floodplain-management recommendations, FEMA compliance matters, public records, due process, enforcement, or procurement. Consultant may rely on written legal direction furnished by the Town Attorney on questions of Town law and procedure.

7.4 Official Signatures and Certifications. Town shall review and execute permits, official determinations, certifications, FEMA forms, grant certifications, assurances, appeal decisions, enforcement instruments, and other documents that require action by a municipal official. Consultant may prepare drafts and supporting technical material but does not assume responsibility for the Town's governmental certification unless applicable law permits delegation and the Town expressly provides written authority for the specific ministerial act.

7.5 Funding Identification. Before directing work to a Federal or state award, Town will identify the funding source and provide reasonably available award-specific terms. Town remains responsible for the recipient or subrecipient functions assigned to it by law, including procurement method, award administration, certifications, and governmental approvals.

7.6 Current Official Authorities. Town shall provide or identify official current versions of its ordinances, amendments, resolutions, adopted FEMA maps and studies, fee schedules, forms, and written policies reasonably necessary for the Services. Consultant may rely on the versions furnished or identified by the Town unless a discrepancy is apparent.

7.7 Timely Decisions and Cooperation. Town shall timely act on matters reserved to its officials, provide access to records and systems, and obtain third-party approvals that are the Town's responsibility. Consultant is entitled to reasonable schedule extensions and equitable adjustment for delay, rework, or added effort caused by late Town decisions, materially incomplete information, or changes in Town direction, subject to authorized ceilings.

7.8 Site Access and Safety. When the Town requests field work, the Town shall use reasonable efforts to arrange lawful site access and disclose known site hazards, access restrictions, or emergency conditions. Consultant may decline or stop field work presenting an unreasonable safety risk and shall promptly notify the Town.

8. CONFLICTS OF INTEREST; ETHICS; PRIVATE WORK

8.1 Disclosure. Consultant shall disclose before execution and promptly thereafter any ownership, management, employment, financial interest, private-client relationship, or other circumstance that could create an actual conflict with the Services or materially impair Consultant's objectivity.

8.2 Private Applicant Representation. During the term, neither Consultant nor Daniel Fife shall represent, advise, or accept compensation from a private applicant, property owner, developer, lender, insurer, contractor, or other private party concerning a floodplain permit, variance, appeal, enforcement action, map-change request, substantial-damage issue, or development located within the Town's jurisdiction unless the Town Attorney determines in writing that the engagement is permissible and the Town approves any required conflict-management measures.

8.3 No Contingent Compensation. Compensation under this Agreement shall not depend on permit approval or denial, enforcement outcome, grant award, FEMA determination, map revision, reimbursement, NFIP status, Community Rating System result, or another governmental outcome.

8.4 Gifts and Gratuities. Consultant and its personnel shall not solicit or accept gifts, gratuities, favors, or anything of material value from persons seeking favorable action on a Town floodplain matter, except items of nominal value permitted by law and Town policy.

8.5 Objective Advice. Consultant shall provide technical recommendations and agency liaison support based on the governing requirements, available record, and professional judgment. The Town shall not condition payment of an otherwise due invoice on Consultant advocating a predetermined technical conclusion or misrepresenting the Town's status to FEMA or another agency.

9. INDEPENDENT CONTRACTOR; NO EMPLOYMENT OR PUBLIC OFFICE

9.1 Consultant Status. Consultant is an independent contractor and controls the means and methods of its professional-services business subject to this Agreement, applicable law, and Town requirements. Nothing in this Agreement creates an employer-employee, partnership, joint-venture, fiduciary, agency, or municipal-office relationship between the Town and Consultant or Daniel Fife.

9.2 Taxes and Benefits. Consultant is responsible for payroll taxes, income taxes, unemployment obligations, benefits, workers' compensation obligations applicable to its personnel, and other obligations of an employer or independent business. Town will not provide Consultant personnel employee benefits solely by reason of this Agreement.

9.3 No Authority to Bind Town. Consultant may not execute a contract, incur debt, commit funds, settle a claim, waive a right, accept an award condition, or otherwise bind the Town unless the Board or another lawfully authorized Town official expressly delegates the specific act in writing and applicable law permits delegation.

10. INSURANCE

10.1 Required Coverage. Before commencing Services and throughout the term, Consultant shall maintain the coverages in Exhibit C with insurers authorized to do business in the applicable jurisdiction and reasonably acceptable to Town.

10.2 Evidence. Consultant shall furnish certificates of insurance and, upon reasonable request, applicable endorsements. Additional-insured and primary/noncontributory requirements apply only to Commercial General Liability and Automobile Liability to the extent commercially available and appropriate; they do not apply to professional liability or workers' compensation.

10.3 Professional Coverage Tail. Claims-made professional liability coverage shall be maintained during the term and for at least three years after completion, whether by renewal, extended reporting period, or replacement coverage with a retroactive date no later than commencement of Services.

10.4 Insurance Does Not Expand Liability. Insurance requirements allocate financial security only. They do not create a duty, standard of care, indemnity obligation, governmental status, or measure of damages that would not otherwise exist under this Agreement or law.

11. INDEMNIFICATION; RESPONSIBILITY FOR SERVICES

11.1 Consultant Indemnity. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless the Town and its officers, employees, and agents from third-party claims for bodily injury, death, tangible property damage, or other legally recoverable loss, but only to the proportionate extent caused by the negligent or willful act or omission of Consultant or a person for whom Consultant is legally responsible in performing the Services. Consultant has no indemnity obligation to the extent a claim is caused by the Town, an applicant, a third party, inaccurate information not prepared by Consultant, or an official Town decision not made by Consultant.

11.2 Professional Claims. For professional-services claims, Consultant's indemnity is limited to losses to the extent caused by Consultant's negligent professional acts or omissions under the standard of care in Section 3.2. Consultant is not required to assume an immediate duty to defend a professional-negligence claim before fault is established or agreed, but shall reimburse reasonable defense costs to the same proportionate extent as its indemnity responsibility. Nothing requires Consultant to indemnify the Town for the Town's negligence, willful misconduct, or violation of law.

11.3 Town Responsibility; No Unauthorized Indemnity. Each Party remains responsible for its own acts and omissions to the extent imposed by law. The Town does not provide a contractual indemnity beyond its legal authority, and nothing in this Agreement waives governmental or sovereign immunity or expands Town liability beyond applicable law and insurance or risk-sharing coverage.

11.4 Limitation of Consultant Liability. Except for liability arising from fraud, intentional misconduct, or a category that applicable law prohibits from being limited, Consultant's aggregate liability to the Town arising out of or relating to this Agreement, whether in contract, tort, professional negligence, indemnity, or otherwise, shall not exceed One Million Dollars ($1,000,000). This cap is separate from the Agreement Ceiling and does not increase the Town's payment obligation. Nothing in this Section determines or limits the rights of a nonparty except to the extent allowed by law.

11.5 Mutual Waiver of Consequential Damages. To the fullest extent permitted by law, neither Party is liable to the other for consequential, special, incidental, exemplary, or punitive damages, or for lost profits, lost revenue, loss of financing, loss of business opportunity, or diminution in property value arising from this Agreement. This waiver does not apply to amounts payable to an unaffiliated third party under a valid indemnified claim, statutory interest on late payment, or damages that applicable law does not permit the Parties to waive.

11.6 No Guarantee of Flood Safety or Regulatory Outcome. Consultant is not the guarantor of the Town's NFIP status, flood protection, flood elevations, FEMA mapping, private construction, grant reimbursement, or absence of flood damage. Technical advice or liaison communication does not constitute a warranty that land is safe from flooding or that a Town or agency decision will be sustained.

11.7 Third-Party Claim Procedure. A Party seeking contractual indemnity shall give reasonably prompt written notice of a third-party claim, provided delayed notice reduces the indemnifying Party's obligation only to the extent of actual prejudice. For a claim for which Consultant has a present contractual duty to defend, Consultant may control the defense with qualified counsel reasonably acceptable to the Town; the Town may participate with separate counsel at its own expense. Consultant may not settle a claim in a manner that admits wrongdoing by the Town, imposes nonmonetary obligations on the Town, impairs a public record or official decision, or requires payment by the Town without written consent.

12. OFFICIAL RECORDS; PUBLIC RECORDS; WORK PRODUCT; DATA

12.1 Town Custody of Records. Permit files supplied for review, Consultant memoranda prepared for Town use, agency correspondence, FEMA/NFIP submissions, meeting notes, mapping records, grant-support records, and other records created or received in connection with Town business shall be placed in the Town-designated record system promptly when required by the Town and shall not be maintained solely by Consultant.

12.2 Public Records Law. Consultant acknowledges that records relating to Town business may be public records under applicable South Dakota law and Town policy. Consultant shall promptly provide responsive records to the Town upon request and shall not promise confidentiality to third parties beyond what law permits. The Town decides public-records disclosure questions in consultation with the Town Attorney.

12.3 Work Product. Upon payment, Town owns deliverables created specifically for the Town under this Agreement. Consultant retains ownership of pre-existing tools, templates, methods, software, calculations, know-how, and

generalized techniques, but grants Town a perpetual, nonexclusive, royalty-free license to use material embedded in a paid deliverable for Town governmental purposes.

12.4 Security. Consultant shall use reasonable administrative, technical, and physical safeguards for Town information and credentials, shall use multi-factor authentication where the Town system supports it, and shall notify the Town without unreasonable delay of suspected unauthorized access, disclosure, or loss affecting Town data.

12.5 FEMA/NFIP Data. Consultant shall handle restricted or nonpublic FEMA/NFIP information supplied by the Town in accordance with applicable use, disclosure, and security restrictions identified by the Town or funding agency. Consultant shall not independently disclose repetitive-loss, severe-repetitive-loss, personally identifiable, or other restricted information except as authorized or required by law.

12.6 Exit Transfer. Upon termination or request, Consultant shall promptly return Town data, credentials, active matter lists, agency correspondence, deadlines, open issues, and electronic copies of Town records in a reasonably usable format, without conditioning transfer of existing Town records on payment of a disputed invoice.

13. COMPLIANCE WITH LAW; PROCUREMENT; NONDISCRIMINATION

13.1 General Compliance. Consultant shall comply with Federal, South Dakota, and Town laws and regulations directly applicable to the Services, including applicable floodplain-management and NFIP requirements. Consultant is not responsible for legal interpretations reserved to Town counsel or for recipient obligations that by law remain with the Town.

13.2 South Dakota Procurement. The Town is responsible for determining and documenting the procurement authority used for this engagement and for satisfying Town purchasing policies. Any Federal award procurement requirements remain independently controlling to the extent applicable.

13.3 Authorization to Do Business. Consultant represents that it is duly organized and in good standing in North Dakota. Before engaging in activities that constitute transacting business in South Dakota, Consultant shall obtain and maintain any certificate of authority required by applicable South Dakota law. Town shall reasonably cooperate with vendor-registration documentation.

13.4 Nondiscrimination. Consultant shall comply with applicable Federal and state nondiscrimination and equal-opportunity requirements associated with the Services and any identified funding source.

13.5 Debarment. Consultant represents that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered Federal transactions and shall promptly disclose any change in status.

14. FEDERAL AWARD REQUIREMENTS

14.1 Applicability. Exhibit D applies only to a Task Order or portion of Services identified in writing as funded in whole or in part by a Federal award or subaward. Award-specific terms provided by the pass-through entity or Federal agency are incorporated only when attached to or specifically identified in the applicable Task Order or amendment before affected work is performed, except to the extent nonwaivable law requires otherwise.

14.2 No Federal Party or Federal Agency Relationship. The Federal Government, FEMA, and any pass-through entity are not parties to this Agreement and assume no contractual liability to Consultant. Consultant's FEMA Liaison designation does not create a Federal agency relationship.

14.3 Procurement and Funding Gate. Before charging Services to a Federal award, the Town shall identify the award and confirm in writing that the Town has selected or documented the procurement method it intends to rely upon for the federally funded work. Consultant shall provide information reasonably requested to support responsibility, price reasonableness, conflict review, and procurement-history documentation, but the Town remains responsible for recipient or subrecipient procurement determinations and certifications.

14.4 Grant Reimbursement and Cost Disallowance. Federal, state, or pass-through reimbursement is not a condition precedent to Town payment for authorized Services. If an awarding or pass-through entity disallows a cost, Town remains responsible for payment unless the disallowance is caused directly by Consultant's material failure to comply with an expressly incorporated funding requirement provided before the affected work. Consultant does not guarantee reimbursement or allowability.

15. TERM; SUSPENSION; TERMINATION

15.1 Term. The Agreement begins on the Effective Date and continues for one year unless earlier terminated. Any renewal or extension requires written Board approval.

15.2 Town Termination for Convenience. Town may terminate this Agreement, in whole or in part, for convenience upon thirty days' written notice. Consultant shall be paid for authorized Services properly performed through the effective termination date, authorized reimbursable costs, reasonable noncancelable commitments incurred for terminated work, and reasonable authorized closeout and transition Services. No anticipatory profit on unperformed work is due.

15.3 Town Suspension or Termination for Cause. Town may immediately suspend affected Services when reasonably necessary to protect public safety, NFIP compliance, Town systems, Federal award compliance, or integrity of governmental processes. Town may terminate for cause for Consultant's material uncured breach, fraud, debarment, loss of required commercial insurance, or willful misconduct.

15.4 Opportunity to Cure. Except where immediate suspension is reasonably necessary to protect public safety, legal compliance, data security, Federal award integrity, or a governmental process, the nonbreaching Party shall provide written notice describing a material breach and at least fifteen days to cure, or if the breach cannot reasonably be cured within fifteen days, to begin and diligently pursue cure.

15.5 Nonappropriation. Town payment obligations are subject to lawful appropriation and availability of funds. If funds are not appropriated or a funding source is withdrawn, Town may reduce, suspend, or terminate Services without liability for unperformed work but remains responsible for amounts lawfully due for authorized Services already performed and authorized noncancelable commitments.

15.6 Consultant Suspension. Consultant may suspend Services upon ten days' written notice if an undisputed amount remains unpaid after the applicable payment deadline, if the Town materially fails to provide required access or information after notice, if Consultant reasonably believes a direction would require unlawful conduct or materially violate professional obligations, or if an applicable ceiling has been reached. Consultant shall not suspend solely because of a good-faith dispute over a specific invoice amount.

15.7 Consultant Termination. Consultant may terminate this Agreement upon thirty days' written notice for convenience or upon ten days' written notice for an uncured material Town breach.

15.8 Transition. At termination, Consultant shall cooperate in an orderly transition, including a status briefing and transfer of Town records, credentials, deadlines, FEMA/State correspondence, grant and mapping action items, and pending matters. Delivery of existing Town records and credentials is included. Material transition services requested after the termination date are compensable at then-applicable rates if authorized.

16. DISPUTES; GOVERNING LAW; VENUE

16.1 Good-Faith Resolution. Before filing suit, the Parties shall attempt in good faith to resolve a contract dispute through the Authorized Town Representative and a Consultant executive. This requirement does not delay emergency injunctive relief, statutory administrative proceedings, public-records matters, or Town enforcement actions.

16.2 Governing Law. South Dakota law governs this Agreement without regard to conflicts-of-law principles.

16.3 Venue. Any action arising from this Agreement shall be brought in a court of competent jurisdiction in Custer County, South Dakota, unless exclusive jurisdiction lies elsewhere by law.

16.4 No Waiver of Immunity. Nothing in this Agreement waives the Town's governmental or sovereign immunity, statutory notice or limitation requirements, or other defenses. Any waiver exists only to the extent expressly imposed by law or applicable insurance or risk-pool coverage.

16.5 Mediation. Before either Party files a contract action for monetary relief, the Parties shall attempt nonbinding mediation in Custer County, South Dakota, with a mutually acceptable mediator. Mediation may be waived by written agreement and does not apply to emergency injunctive relief, public-records proceedings, administrative deadlines, or claims approaching a limitations deadline.

17. GENERAL TERMS

17.1 Notices. Formal notices shall be delivered personally, by nationally recognized overnight service, certified mail, or email with confirmation to the contacts below. Notice addresses may be changed by written notice.

17.2 Assignment. Consultant may assign this Agreement to an affiliate or successor in connection with a merger, reorganization, or sale of substantially all assets used to perform the Services only with prior written Town approval and

any required Board action, which approval shall not be unreasonably withheld where the successor is financially responsible and agrees in writing to assume Consultant's obligations. Town may assign only to a lawful successor governmental entity that assumes Town's obligations.

17.3 Amendments. An amendment is effective only if in writing and approved and signed by persons authorized to bind the Parties. No email, oral direction, course of dealing, invoice approval, agency conversation, or Task Order may alter the Agreement Ceiling, indemnity, liability limitation, conflict rules, or other material risk-allocation terms without formal amendment.

17.4 No Third-Party Beneficiaries. Except for indemnified Town parties as expressly stated, this Agreement creates no rights in third parties, applicants, property owners, lenders, insurers, contractors, FEMA, Federal agencies, or pass-through entities.

17.5 Severability. If a provision is held unenforceable, the remaining provisions remain in effect to the fullest extent permitted by law, and the Parties shall replace the invalid provision with a lawful provision that most closely reflects the original public-purpose intent.

17.6 Waiver. A waiver must be in writing and is limited to the specific matter waived. Delay in enforcement is not a waiver.

17.7 Counterparts and Electronic Signatures. The Parties may sign counterparts and use lawful electronic signatures, each of which is deemed an original.

17.8 Entire Agreement. This Agreement and its incorporated exhibits and Task Orders constitute the entire agreement regarding the Services and supersede prior proposals, emails, and discussions on the same subject.

17.9 Force Majeure. Neither Party is liable for delay caused by events beyond its reasonable control, including severe weather, flood, wildfire, epidemic, utility or communications failure, civil disturbance, governmental closure, agency delay, or unavailability of essential third-party data, provided the affected Party gives reasonable notice and resumes performance when practicable. This Section does not excuse payment of amounts already due.

17.10 Nonexclusive Engagement. Town may retain other consultants and may appoint or employ any Town officials it considers necessary. Consultant may serve other clients, including other governmental entities, provided it complies with Section 8 and does not misuse Town information. Neither Party guarantees a minimum volume of work.

17.11 No Personal Liability of Members or Officials. Except for a person's own liability imposed by law, no member, manager, employee, or owner of Consultant, and no Town trustee, officer, or employee, assumes personal contractual liability merely by approving, signing, administering, or performing under this Agreement.

17.12 Survival. Payment, audit and record-retention obligations, public-records duties, intellectual-property licenses, indemnity, limitation of liability, dispute provisions, confidentiality/security duties, and provisions that by their nature should survive remain effective after expiration or termination.

17.13 Authority and No Reliance on Oral Commitments. Each signatory represents that the signatory is authorized to execute the Agreement for the stated Party. Neither Party is relying on a promise not contained in this Agreement or an incorporated written instrument.

17.14 Negotiated Construction. This Agreement is intended to reflect negotiated risk allocation. To the fullest extent permitted by law, no rule construing an ambiguity against the drafter applies. Headings are for convenience only.

17.15 No Fiduciary or Special Relationship. The relationship between Town and Consultant is contractual and arm's length. Consultant does not undertake a fiduciary, trustee, insurer, guarantor, governmental-officer, or special relationship to the Town, applicants, property owners, FEMA, or third parties.

TOWN	**CONSULTANT**
Town of Hermosa Attn: Terri Cornelison - Finance Officer P.O. Box 298 / 230 Main Street Hermosa, SD 57744 town@hermosasd.com	Fife Innovations L.L.C. Attn: Daniel Fife 315 15th Avenue North Fargo, ND 58102 [EMAIL]

Copy to Town Attorney: J. Scott James, Esq., Southern Hills Law, PLLC, 8 W. Mt Rushmore Rd, Custer, SD 57730; southernhillslaw@gmail.com; (605) 673-2503

SIGNATURES

The Parties have caused this Agreement to be executed by their duly authorized representatives. Board approval and completion of the open business terms identified in Exhibit G are conditions to commencement of recurring Services.

TOWN OF HERMOSA, SOUTH DAKOTA

By: _____
Name/Title: President, Board of Trustees
Date: _____

ATTEST:

_____
Finance Officer

Approved as to form:

_____
J. Scott James, Esq., Town Attorney

FIFE INNOVATIONS L.L.C.

By: _____
Name: Daniel Fife
Title: [Manager / Authorized Representative]
Date: _____

Consultant Address:
315 15th Avenue North
Fargo, ND 58102

Tax ID / Vendor No.: _____

EXHIBIT A

SCOPE OF SERVICES

The base Services are the ongoing Certified Floodplain Manager and FEMA Liaison functions below, subject to the Agreement Ceiling, available appropriation, Town priorities, and the role, reliance, standard-of-care, and liability provisions of the Agreement. Consultant provides technical and liaison support only. Governmental decisions remain with the duly authorized Town official.

A. Certified Floodplain Manager - Technical Advisory and Administration Support

- Receive or coordinate receipt of floodplain-development materials on Town-approved forms; perform administrative completeness screening; identify missing information; and maintain a status log. Consultant does not make the official completeness determination if Town law reserves that determination to a Town official.
- Review permit applications, elevation certificates, floodproofing certifications, plans, surveys, engineering materials, and related submissions for consistency with adopted floodplain requirements and prepare written technical comments, recommendations, proposed conditions, or decision-support memoranda for the Town Floodplain Administrator or other authorized Town official.
- Use effective FIRMs, Flood Insurance Studies, letters of map change, available base-flood-elevation information, and other official data supplied or identified by the Town; distinguish effective regulatory information from preliminary, advisory, or best-available risk data.
- Provide technical support concerning mapped boundaries, floodways, no-rise or cumulative-rise documentation, watercourse issues, map amendments and revisions, and similar matters, while referring required engineering or surveying certifications to properly licensed professionals.
- Conduct or coordinate limited field observations associated with authorized floodplain-management work; document material observations; and provide technical findings to the Town. Field observations are not construction supervision, a warranty of code compliance, or an official enforcement action.
- Assist with substantial-improvement and substantial-damage procedures, field documentation, owner communications, FEMA tools, assumptions, recordkeeping, and draft determinations for review and issuance by the authorized Town official.
- Prepare technical support for appeals or variances, preserve the administrative record, and provide neutral technical explanation requested by the Town. Consultant does not decide an appeal or variance.
- Respond to reasonable staff, applicant, design-professional, lender, real-estate, and public inquiries concerning adopted floodplain requirements and publicly available flood-hazard information, while avoiding private legal, engineering, surveying, or insurance advice.
- Provide periodic briefings or training for Town staff and officials concerning NFIP administration, documentation, mapping, substantial damage, permit processes, and common compliance issues.
- Maintain a current transition list and provide a concise monthly status report identifying open matters, unresolved compliance issues, upcoming deadlines, agency coordination, budget utilization, and matters requiring Town action.

B. FEMA Liaison - Floodplain Management Coordination

- Serve as the Town's consultant point of contact for authorized floodplain-management communications with FEMA, the South Dakota floodplain coordinating agency, pass-through entities, and other governmental partners. Consultant shall identify itself as a consultant to the Town, not as a FEMA employee or municipal officer.
- Schedule and participate in technical calls, coordination meetings, Community Assistance Visits, audits, corrective-action discussions, map-update meetings, discovery meetings, grant coordination, disaster-recovery coordination, and other authorized agency interactions.
- Receive, organize, track, and summarize agency requests, deadlines, action items, information needs, corrective-action items, and follow-up commitments; promptly elevate material legal, policy, funding, or compliance decisions to the Authorized Town Representative and Town Attorney.
- Prepare draft letters, technical narratives, data summaries, maps, exhibits, meeting notes, responses, and submission packages for Town review. Town officials execute certifications, assurances, official responses, and other documents that require governmental authority.
- Provide technical support for NFIP status reviews, ordinance-compliance issues, mapping questions, repetitive-loss and severe-repetitive-loss information lawfully available to the Town, substantial-damage issues, and Community Rating System participation, if any.
- Coordinate floodplain-management considerations with hazard mitigation, emergency management, Public Assistance mitigation, mitigation-grant efforts, recovery activities, and other Town programs when authorized.
- For federally funded or assisted actions, provide floodplain-management technical support regarding applicable Federal floodplain and wetlands requirements identified by the responsible agency, without providing legal opinions or guaranteeing agency concurrence.

- Assist the Town in identifying agency guidance, technical-assistance resources, training opportunities, data needs, mapping needs, and floodplain-management corrective actions. Consultant may recommend next steps but the Town decides policy, legal, funding, and enforcement choices.
- After a flood or qualifying disaster and when activated by Task Order, support post-disaster mapping, substantial-damage coordination, technical meetings, documentation, risk communication, and floodplain-management recovery priorities.

C. Grant and Federal Award Support

- Provide floodplain-management technical support for FEMA or other grant-funded projects only when authorized by Task Order and within applicable funding, procurement, data, and professional-licensure limits.
- Assist with technical portions of grant applications, scopes, narratives, cost-support documentation, progress materials, requests for information, and closeout materials. Consultant does not guarantee award, eligibility, reimbursement, or cost allowability.
- When Federal funding is contemplated, identify information Consultant needs to support the Town's procurement file, price-reasonableness documentation, responsibility review, and applicable Federal contract clauses.

D. Express Exclusions Unless Separately Authorized and Lawful

- Acting as the Town Floodplain Administrator, issuing permits or enforcement orders, making binding governmental determinations, deciding appeals or variances, or exercising police power.
- Legal opinions, legal representation, or acting as Town Attorney.
- Engineering design, hydrologic or hydraulic modeling, land surveying, architecture, or professional certifications requiring licensure unless separately authorized and performed by appropriately licensed persons.
- Construction means and methods, contractor safety, or continuous construction inspection.
- Private representation of applicants or property owners in floodplain matters within the Town's jurisdiction.
- Collection or custody of Town fees, cash, or other public funds unless expressly authorized by lawful Board action.
- Authority to bind FEMA, another Federal agency, a pass-through entity, or the Town; acceptance of grant terms or commitments of Town funds; or execution of official certifications without specific lawful written authorization.
- Guaranteed after-hours or emergency response unless an emergency Task Order defines activation and service expectations.

E. Service Levels and Reporting

Item	Target	Escalation	Notes
Routine technical completeness review	Within 5 business days	Notify Town/applicant if more time is needed	Measured from receipt of materially complete submittal
Routine public/staff inquiry	Acknowledge within 2 business days	Escalate urgent compliance/safety issue same day when practicable	Substantive response depends on complexity
Field observation record	Within 2 business days after field work	Immediate oral notice for material issue when practicable	Written record placed in Town file
FEMA/State request or deadline	Acknowledge to Town within 1 business day	Same-day escalation for material compliance or funding deadlines	Consultant tracks response owner and due date
Technical recommendation	As promptly as practicable after complete record	Notify Town of legal/licensure issue before recommendation	Official decision remains with Town
Monthly status report	With monthly invoice	Identify matters requiring Board/Town Attorney action	Include ceiling utilization

EXHIBIT B

RATE SCHEDULE AND REIMBURSABLE COSTS

The Parties agree that labor under this Agreement will be billed at the Town Contract Rates below. Only personnel and categories reasonably necessary for the authorized CFM or FEMA Liaison Services may be billed. No classification implies authority to exercise a municipal office or perform a discipline requiring licensure unless separately authorized and legally qualified.

EMPLOYEE / CLASSIFICATION	STANDARD RATE	TOWN RATE
Certified Floodplain Manager / FEMA Liaison - Daniel Fife, CFM	$100.00 / hr	$80.00 / hr
Senior Floodplain / Technical Support	$72.50 / hr	$58.00 / hr
Geospatial Professional	$72.50 / hr	$58.00 / hr
Geospatial Analyst	$67.50 / hr	$54.00 / hr
Technician	$52.50 / hr	$42.00 / hr
Administrative	$47.50 / hr	$38.00 / hr
FEMA Liaison	$37.50 / hr	$30.00 / hr

Billing is in 0.25-hour increments with no minimum call charge. The Town Contract Rate for Daniel Fife is a contract-specific CFM/FEMA Liaison rate and is not tied to or described as an engineering, surveying, architectural, or other licensed-professional classification.

Reimbursable Costs

Cost Item	Billing Basis	Advance Approval
Mileage for authorized out-of-area travel	$0.725 per mile, adjusted prospectively to current GSA rate; no local commuting	No, if travel is part of authorized task
Airfare / lodging / meals	Actual reasonable cost, subject to Town policy and Federal limits if applicable	Yes
Printing / shipping / outside reproduction	Actual documented cost, no markup	If over $100 per occurrence
Approved subconsultants	Actual approved cost, no markup unless expressly stated	Yes
Special data / permit fees paid for Town	Actual documented cost	Yes, unless routine and under $100
Authorized travel time for requested onsite services	50% of applicable Town Contract Rate; actual reasonable travel; no concurrent billing	Yes, by onsite request or Task Order

Agreement Ceiling: $_____
Optional annual / fiscal-year sub-ceiling: $_____
No minimum purchase commitment applies.

EXHIBIT C
INSURANCE REQUIREMENTS

The following are mutually agreed financial-security requirements and should be confirmed against Consultant's actual policies and the Town's insurer or risk pool before execution. Insurance does not enlarge Consultant's duties or liability beyond the Agreement.

Coverage	Minimum Limit	Aggregate	Key Terms
Commercial General Liability	$1,000,000 each occurrence	$2,000,000 general aggregate	Town as additional insured for ongoing/completed operations where commercially available; primary/noncontributory
Automobile Liability	$1,000,000 combined single limit	N/A	Owned, hired, and non-owned autos as applicable; Town as additional insured where commercially available
Workers' Compensation	Statutory, if applicable	N/A	Employers liability $500,000 each accident/disease or higher if required by law
Professional / Errors & Omissions	$1,000,000 each claim	$2,000,000 aggregate	Floodplain-management professional services; maintain for 3 years after completion
Cyber / Privacy	$1,000,000 each claim	$1,000,000 aggregate	Required if Consultant receives Town system credentials or maintains nonpublic Town data outside Town systems

- Policies may not be cancelled or materially reduced without the notice required by the policy and applicable law; Consultant shall promptly notify Town of known cancellation or lapse.
- Consultant shall require approved subconsultants to carry insurance appropriate to their work.
- Insurance requirements do not expand either Party's liability beyond the Agreement, and insurance is not a warranty that every claim is covered.

EXHIBIT D

FEDERAL AWARD ADDENDUM

This Exhibit applies only when the applicable Task Order identifies Federal funding. The Town shall provide or attach award-specific FEMA, DHS, pass-through entity, or other Federal terms before Consultant performs affected work. Consultant is not responsible for undisclosed or retroactively imposed award conditions unless nonwaivable law requires otherwise. Town payment for authorized work is not contingent on Federal reimbursement, subject to Section 14.4.

A. Time-and-Materials Controls

- Town documents, when required by applicable Federal rules, why no other contract type is suitable for the particular federally funded T&M work.
- Each federally funded T&M Task Order states a ceiling price that Consultant exceeds at its own risk.
- Town performs and documents heightened oversight, including review of hours, staffing mix, progress, cost-to-complete, invoice support, and cost controls.
- Consultant provides contemporaneous records sufficient to establish that costs are within authorized scope and supported for the Town's allowability review.

B. Federal Contract Requirements

- Consultant and approved lower-tier contractors shall comply with contract provisions required by applicable Federal law, 2 C.F.R. Part 200, and the particular award to the extent incorporated into the Task Order.
- Consultant shall provide access to pertinent books, documents, papers, and records to the Town and authorized Federal or pass-through representatives to the extent required by the award and law.
- Consultant shall comply with applicable debarment and suspension requirements and shall not knowingly use an excluded lower-tier participant for covered work.
- At applicable thresholds, Consultant shall provide certifications or disclosures required by Federal law, including lobbying restrictions and environmental contract clauses where applicable.
- Consultant shall comply with applicable domestic-preference, recovered-material, and prohibited-telecommunications requirements when relevant to purchases under the Task Order.
- No cost-plus-percentage-of-cost compensation is permitted. Any subcontractor markup must be expressly approved and lawful under the award.
- Consultant shall comply with award-specific FEMA/DHS terms attached to the Task Order, including required acknowledgments that the Federal Government is not a party to the contract.

Federal award / pass-through entity: [_____]
Assistance Listing / award number: [_____]
Federal project / grant name: [_____]
Period of performance: [_____]
Task Order ceiling: Not to exceed $[_____]
2 C.F.R. Part 200 applicable? [Yes / No / Partially]
Award-specific clauses attached? [Yes / No - identify]

EXHIBIT E
FORM OF TASK ORDER

TASK ORDER NO.	[____] under the Professional Services Agreement between the Town of Hermosa, South Dakota and Fife Innovations L.L.C.
Task Title	[_____]
Town Project Manager	[Name / Title]
Consultant Project Manager	Daniel Fife, CFM / [other if authorized]
Service Type	[CFM Services / FEMA Liaison Services / Both]
Funding Source	[Local / State / Federal - identify]
Scope	[Describe or attach]
Deliverables	[List]
Schedule / Milestones	[Dates]
Authorized Labor Categories	[Exhibit B categories / specific personnel]
Task Ceiling	NOT TO EXCEED $[_____]
Special Invoice Coding	[PO / project / grant number]
Federal Addendum Applies?	[Yes / No - if yes, complete Exhibit D]
Official Town Decision-Maker	[Identify official responsible for approvals/certifications]
Special Terms	[None / list]
Onsite Travel Authorized?	[Yes / No / limits]
Emergency / After-Hours Expectations	[None / define activation and response expectations]

This Task Order does not increase the Agreement Ceiling and does not appoint Consultant or Daniel Fife to municipal office. Any governmental decision, certification, or enforcement authority remains with the Town official identified above unless separately granted by lawful Board action outside this Task Order.

TOWN OF HERMOSA

By: _____
Name/Title: _____
Date: _____

FIFE INNOVATIONS L.L.C.

By: _____
Name/Title: _____
Date: _____

EXHIBIT F

BOARD RESOLUTION / MOTION FORM: CONTRACT APPROVAL

This form is intended to approve the commercial professional-services engagement without appointing Daniel Fife or Fife Innovations L.L.C. to municipal office. The Town Attorney should conform the final form to the Board's preferred resolution or motion practice.

TOWN OF HERMOSA, SOUTH DAKOTA
RESOLUTION NO. [2026-____]
APPROVING PROFESSIONAL SERVICES AGREEMENT WITH FIFE INNOVATIONS L.L.C. FOR CERTIFIED FLOODPLAIN MANAGER AND FEMA LIAISON SERVICES

WHEREAS, the Town administers floodplain-management and National Flood Insurance Program responsibilities under applicable law and Town ordinance and desires specialized technical and agency-coordination assistance;

WHEREAS, Fife Innovations L.L.C. proposes to furnish Daniel Fife, CFM, as Key Person to provide Certified Floodplain Manager technical services and consultant FEMA Liaison services related to floodplain management;

WHEREAS, the Board intends the engagement to be advisory and coordinative only and does not by this Agreement appoint Daniel Fife or Fife Innovations L.L.C. as the Town Floodplain Administrator or to any municipal office;

WHEREAS, official permit, enforcement, appeal, variance, certification, appropriation, procurement, and policy decisions remain with the Town officials or bodies having authority under law;

WHEREAS, the Board has reviewed the rate schedule and available price-reasonableness or procurement documentation and has determined that the proposed compensation is reasonable for the Services; and

WHEREAS, any applicable Federal award procurement requirements remain independently controlling for federally funded work.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Town of Hermosa, South Dakota, as follows:

1. The Professional Services Agreement with Fife Innovations L.L.C. for Certified Floodplain Manager and FEMA Liaison services is approved in substantially the form presented to the Board, with an Agreement Ceiling of $[_____] and the rates in Exhibit B.

2. Daniel Fife, CFM, is approved as the Consultant Key Person and may serve as the Town's consultant point of contact for authorized FEMA and State floodplain-management coordination. This designation does not appoint him to municipal office and does not create FEMA status or authority.

3. The [Finance Officer / Board President / other] is designated as Authorized Town Representative for contract administration within delegated authority.

4. The Town official or body having legal authority shall make and sign official permits, enforcement actions, appeals, variances, governmental certifications, and other actions reserved by law.

5. The Town Attorney and Finance Officer are authorized to make non-substantive corrections and attach award-specific Federal clauses that do not increase the Agreement Ceiling or materially alter risk allocation without further Board approval.

6. Before Federal award funds are charged, the Town shall place in its file the procurement and funding documentation required for the applicable award and shall authorize the affected Task Order.

ADOPTED this ____ day of _____, 2026, by the Board of Trustees of the Town of Hermosa, South Dakota.

TOWN OF HERMOSA, SOUTH DAKOTA ATTEST

By: _____ _____
President, Board of Trustees Finance Officer

Vote: Ayes ____ Nays ____ Abstain ____ Date: _____

Approved as to form:

_____
J. Scott James, Esq., Town Attorney

EXHIBIT G

EXECUTION CHECKLIST AND OPEN BUSINESS TERMS

Complete or confirm the following before signature. This checklist is not a substantive contract term after execution unless incorporated by Board action.

☐ Effective Date and initial end date.

☐ Agreement Ceiling and, if desired, annual or fiscal-year sub-ceiling.

☐ Confirm Exhibit B rates, including Daniel Fife's contract-specific CFM / FEMA Liaison rate of $100 standard / $80 Town Contract Rate.

☐ Fife Innovations L.L.C. tax/vendor information, Consultant email, and authorized signatory title.

☐ Consultant certificate of good standing and South Dakota authority to transact business if required for contemplated activities.

☐ Insurance limits and endorsements confirmed with the Town insurer or risk pool.

☐ Town Authorized Representative and official Town Floodplain Administrator or other decision-maker identified for permit, enforcement, certification, and agency-response actions.

☐ Board resolution or motion approving the contract and Agreement Ceiling. Do not use the contract approval to appoint Consultant or Daniel Fife to municipal office unless the Town intentionally elects to do so under a separate legal instrument.

☐ Written price-reasonableness or procurement memorandum placed in the Town file, with any purchasing-policy documentation required by Town practice.

☐ Federal award details, procurement determination, T&M justification if applicable, and award-specific clauses completed for any federally funded work before costs are charged.

☐ If post-disaster services are expected, execute an emergency Task Order defining activation authority, response windows, travel assumptions, data-access permissions, staffing, and ceiling.

☐ Conflict screen confirming neither Fife Innovations nor Daniel Fife is representing private applicants in floodplain matters before the Town.

☐ Town Attorney confirms current official versions of applicable Town floodplain ordinances and provides written direction on any known conflict requiring legal interpretation before Consultant is asked to advise on the affected matter.

☐ FEMA/State communication protocol established, including who may approve official certifications, commitments, corrective-action responses, or grant representations.

TOWN OF HERMOSA
ORDINANCE 2.079

11E

AN ORDINANCE APPROPRIATING FUNDS FOR THE FISCAL YEAR 2027

SECTION ONE:

Be it ordained by the Town of Hermosa that the following sums are appropriated to meet the financial needs of the municipality for the fiscal year 2027.

REVENUE	General	Water	Sewer	BBB Funds	FEMA Funds
General Government					
Sales Tax	$305,000.00			$20,000.00	
Property Tax	$76,000.00				
Other Misc. Tax	$150.00				
Licenses	$2,500.00				
Permits	$3,000.00				
State Shared	$4,600.00				
County Shared	$12,500.00				
Animal License	$1,000.00				
Interest, Misc, Donations	$11,000.00				
Rentals	$3,000.00				
Liquor Operating	$20,900.00				
Garbage Collection	$56,000.00				
Retained Earnings					$ 250,000.00
Water Department					
Permits					
Operating Revenue		$200,000.00			
Surcharge Revenue		$4,600.00			
Misc. Revenue		$6,000.00			
Transfer In					
Sewer Department					
Permits					
Operating Revenue			$125,000.00		
Surcharge Revenue			$85,600.00		
Misc. Revenue			1000		
Grants/Loans					
Transfer In					
Debt Service					
Tax Increment Financing District:					
Property Tax					
Penalty/Int/Other Taxes					
Unassigned Fund Balance					
	$495,650.00	$210,600.00	$211,600.00	$20,000.00	$250,000.00

$1,187,850.00

SECTION TWO:

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

EXPENDITURES	General	Water	Sewer	BBB Funds	FEMA Funds
General Government					
Town Board	$41,107.00				

Contingency Funds	$49,565.00					
Election Board	$4,120.00					
Planning & Zoning	$13,600.00					
Finance Office/Administration	$133,865.00					
Street Department	$100,928.00					
Garbage Collection	$61,500.00					
Public Safety						
Law Enforcement	$11,135.00					
Professional Fees						
Attorney	$40,000.00					
Engineer	$25,000.00					
Building Inspector	$1,000.00					
Govt Buildings	$13,830.00					
Transfer Out						
Misc. Expenses						
Charitable Donations						
Capital Outlay Expense – land						
Transfer Out						
Water Department						
Water Expenses		$210,600.00				
Capital Improvement Expenses						
Transfer Out						
Sewer Department						
Sewer Expenses			$211,600.00			
Capital Improvement Expenses						
Transfer Out						
Debt Service						
Hermosa Administration Expense						
Capital Improvement Expenses						
Debt Retirement Fund						
Rural Development Water Project						
SRF Loan						
TIF Water/Sewer Loans						
Rural Development DOT Main St.						
Lagoon Land Purchase						
Reserves						
Reserves for Issued Debt						
Contingency Funds / Reinvest						
FEMA Fund						
Fema Expenses					S	250,000.00
Gross Receipts						
Promotional Expenses				$20,000.00		
	$495,650.00	$210,600.00	$211,600.00	$20,000.00	$250,000.00	$1,187,850.00

SECTION THREE:

That there is hereby levied upon all taxable property within the Town of Hermosa, for the fiscal year 2026, a tax sufficient to raise the following funds, to-wit:

For the General Fund $ 76,000.00

	Total Levy	$ 76,000.00

SECTION FOUR:

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

Dated this 22nd day of September 2026.

ATTEST:

_____

Terri Cornelison, Finance Officer

(SEAL)

First Reading: September 8, 2026
Second Reading: September 22, 2026
Publication: September 30, 2026

Published once at the approximate cost of _____.
Vote:
Kramer -
Ferguson -
Serviss -
Matheny -
Miller -

11G



Tank Maintenance Proposal for

CITY OF HERMOSA, SD

SUBMITTED BY: MELINDA KURTZ – WATER SYSTEMS CONSULTANT
UTILITY SERVICE GROUP WATER SOLUTIONS, LLC

DATE: AUGUST 25, 2026

CELL NUMBER: (515) 344–6391

USG WATER SOLUTIONS

Tank Program Overview

The maintenance requirements of steel water storage tanks as well as concrete tanks in the state of Iowa have become even more important over the past several years. These regulations come from both the state and federal levels of government. Controls over inspections and cleaning of tanks, materials used to recoat tanks, disposal of materials taken from tanks, and qualifications of workers performing maintenance have all come into play to cause the frequency of maintenance to increase as well as the cost. Our ongoing care program provides full coverage for all aspects of tank maintenance. Under the maintenance program, annual inspections are conducted to determine what repairs are needed and at what interval these renovations will required.

Delivering Peace of Mind

USG primarily focuses on providing sustainable asset management, solutions to the United States potable water industry. Since 1963, our team has provided a full range of water storage tank asset maintenance services.

Our team of professionals has a proven history of success since creating the Tank Asset Management Model and introducing that model to the municipal market in 1985. The program was developed in collaboration with our customers to provide a better solution to meet financial, regulatory and staffing needs. Since its inception, our program has grown to include over 8000 assets, making USG the largest asset management company in the United States.
Our program has been recognized as an industry leader and since its development other companies have implemented various versions of it.

While under our asset maintenance program, water utility clients will retain ownership of the specified assets and transfer the maintenance obligations to USG. This type of maintenance program allows clients to spread continuous costs of the asset maintenance services over an extended period of time and subsequently make annual budgeting both sustainable and cost-effective.



When inspecting and assessing the condition of the water storage tank assets, not only will the assets be assessed for compliance with all applicable OSHA, AWWA, NACE, SSPC, and NSF standards, but these inspections will also be completed in adherence with current local, state, or federal laws and regulations. We also provide detailed condition assessment reports that document both the inspection findings and asset maintenance services completed during the asset condition assessment for the client's specified water storage tank. The reports also provide the necessary documentation to meet state and regulatory compliance.

Statement of Qualifications

With over 60 years of industry experience, USG has financial strength and stability—as well as access to capital—that is required to successfully conduct the associated work. Also, we have never defaulted on a project—nor have we failed to complete a project.

We have successfully worked with thousands of municipal and industrial water and wastewater utility clients on critical infrastructure issues—providing cost-effective solutions to our clients in order to solve countless water quality and compliance issues. We have the capability to adequately address the need for overdue maintenance investment and all infrastructure renovations. **Our programs and innovative pricing structures have allowed our clients to tackle significant water and wastewater infrastructure problems—while also minimizing the financial burden for their communities, customers, and taxpayers.**

Crews

Currently, we have over 120+ crews at our disposal. Each crew of three to five men is equipped with a full range of equipment needed to complete both major and minor cleaning and painting projects. The majority of these crews have a crew foreman with over 10 years' experience in water tank maintenance. All service crews operate in accordance with company safety procedures.

Safety

We meet or exceed OSHA standards. With staff dedicated only to the safety and safety training of our employees. Yearly training is mandatory for all employees and contractors. Safe plan methods are followed including confined space rules. Our crews have worked **3,000,000+** manhours without a lost time accident.

ISO 9001 Certification

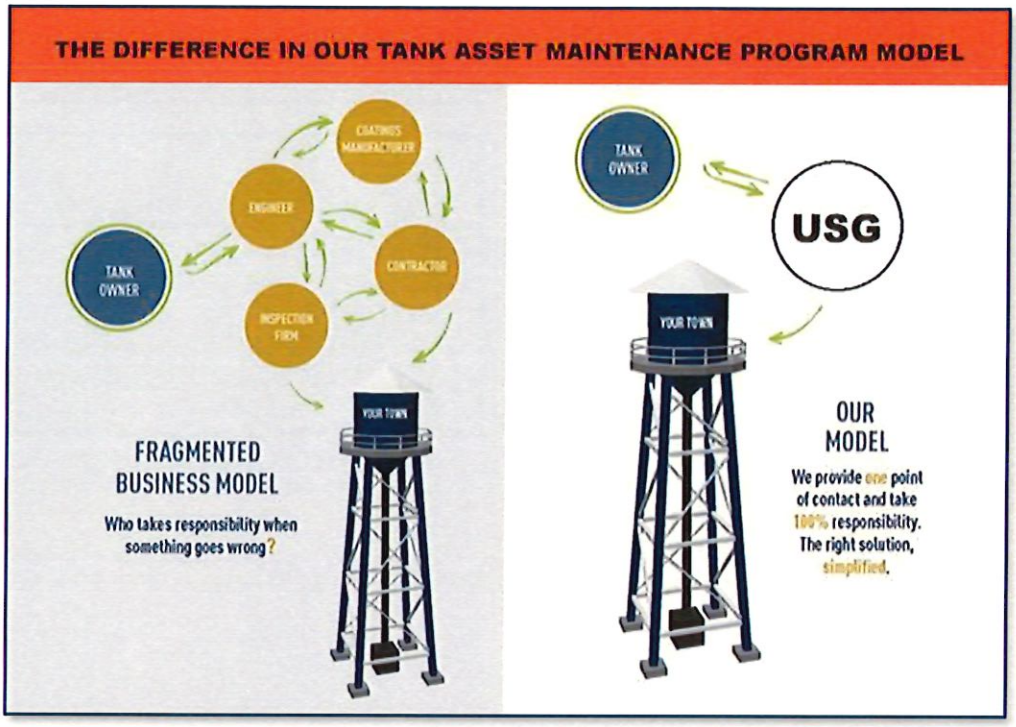
USG is the only tank management company that is ISO 9001 certified. The ISO 9001:2015 certification validates that USG Advanced Solutions takes a systematic approach to managing its operational processes and activities to consistently satisfy our clients' **quality expectations and contractual requirements for all the rehabilitation and maintenance services the company provides.** USG currently is the only tank company with this certification.

GASB 34 Compliance

USG is the only tank management company that offers our 'government' clients the ability to be *GASB-34* compliant through our program. What this means is that our clients can take advantage of the "*Modified Approach*" to depreciation offered within this *Accounting Standard*, because our program is shown to extend the life of the water storage tank indefinitely. The Modified Approach is a course of action allowed by the GASB accounting standard, whereby infrastructure that has an indefinite life *does not need to be depreciated.*

Engineers

Certified professional and structural engineers are part of the USG Water Solutions staff. They review drawings, pictures and documents to ensure the best plan of action for your asset and to assist customers with their needs.



Value of Partnering with USG

Maintenance Program

- ✓ **Covers all aspects of tank maintenance, including engineering services and renovation.**
- ✓ **Initial and all future renovations**
- ✓ Visual / Washout / disinfection inspections with detailed reports.
- ✓ Extends tank service life
- ✓ Flat annual fee listed in the contract eliminates unplanned expenditures
- ✓ Spread of renovation costs
- ✓ 100% warranty on coatings during the lifetime of the contract
- ✓ 100% transfer of rehabilitation risk to USG

Benefit to Owner

- ✓ Fully integrated professional service organization working as a partner
- ✓ Transfer risk from tank owner to USG Water Solutions
- ✓ Predictable cost through annual maintenance fee
- ✓ Future renovations
- ✓ Work performed not limited to a 1-year warranty
- ✓ **Lifetime warranty as long as contract is in place**
- ✓ One-year automatic renewable contract
- ✓ **No Change orders**

Regular & Systematic Maintenance Services

A true peace of mind is established from USG's consistent evaluation of the water storage tank conditions. Detailed condition assessments of safety, sanitary, structural, security, and paint coating conditions allow us to plan and prevent a potential problem before it occurs and make all of the necessary, needed tank repairs. The regular maintenance provided by the renowned USG asset maintenance program is critical in regard to preventing asset failures before they occur, extending the asset's life, and ultimately ensuring long-term success from an operational standpoint.
The tank will undergo annual assessments in accordance with the specified schedule and scope of work under the master services agreement. Any required touch-ups that can be completed during the assessments will be executed to keep project costs low and maintain the specified water storage tank at a higher level of efficiency.

Detailed annual condition assessment reports—including photographs and condition assessments for the tank asset—will be provided after the completion of each assessment to ensure operational awareness and continued success. These condition assessment reports also provide the necessary documentation to meet all state and regulatory compliance for assessments and water storage tank asset conditions and can be provided via electronic copy, hard copy, or both.

Visual Assessments

Visual assessments ensure that potential tank asset issues are detected early on. This way, USG can immediately complete preventative maintenance work. The standard USG visual assessment determines:

- Need for asset repairs, coating touchups, or asset maintenance services
- Exterior and interior coating conditions
- Verification of compliance with all safety and sanitary regulations
- Tank structure and component conditions
- Functionality of all security measures that are in place to protect the tank

Visual condition assessment report includes all documentation for any services completed during the condition assessments—as well as photographs of the exterior coatings, logo(s), screens, access points, and all visible areas of the foundation—to provide all clients with a full understanding of the water tank's conditions. The visual assessment reports identify needs for immediate tank asset repairs, exterior paint coating touch-ups, or any other preventative maintenance work for the specified water tank in the water distribution system.

Washout Assessments

Washout assessments include the cleaning and disinfecting of water storage tanks to improve water system quality and operational efficiency. USG's standard washout assessments include all elements of the visual assessment with the addition of the following:

- The tank asset is isolated and completely drained allowing for the condition of the tank interior to be fully evaluated.
- We provide a plethora of solutions to our clients to minimize service disruption and maintain minimum flows during washout assessments—as well as other scheduled maintenance—with pressure relief valves, variable frequency drive (VFD) controls, and temporary water storage units.

- The interior floor and walls of the tank are washed to remove mud, sediment, biofilm, silt, and inorganic deposits on the interior of the water storage tank.
- The assessment and evaluation of both the interior and exterior of the water tank include the safety, sanitary, security, and coatings condition assessments.
- The interior tank coating is evaluated for appearance, adhesion, coating condition, dry film thickness, protective qualities, and percentage of deterioration.
- After the interior assessment of the water storage tank asset is completed, the tank is disinfected in accordance with AWWA C652
- After the disinfection of the water storage tank, the tank is sealed and made ready for service.

The washout condition assessment report includes:

- Documentation of the work completed
- Interior photos before and after the washout
- Interior and exterior coatings
- Logo(s), screens, access points, etc.
- Visible areas of the foundation

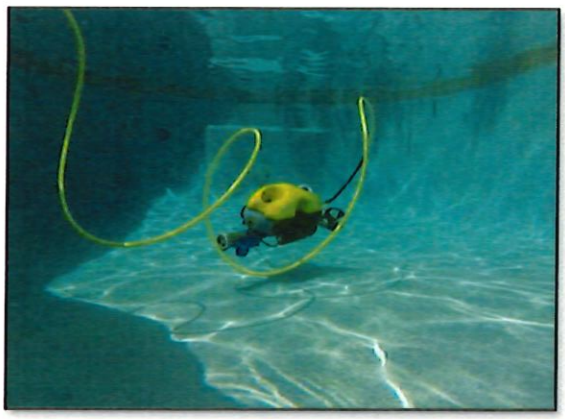


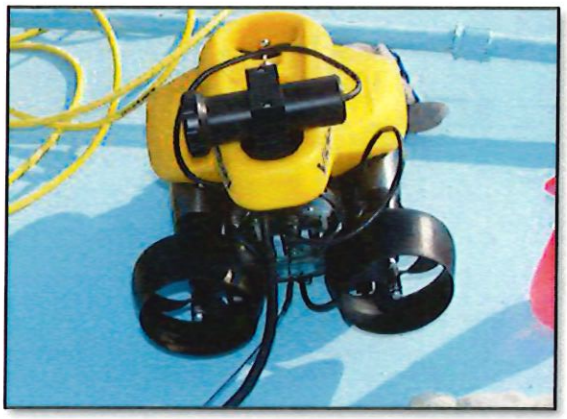
These condition assessment reports provide USG clients with a full understanding of the water tank's overall condition. These assessment reports also identify any need for immediate asset repairs and paint coating touch-up work—as well as any other preventative maintenance work for the water tank.

An inspection of the water storage tank's appurtenances—including all vents, overflows, hatches, ladders, railings, and manholes along the tank's exterior and interior surfaces—will be performed to determine if the asset complies with all of the latest applicable OSHA, AWWA, NACE, SSPC, and NSF regulations and standards. Where deficiencies exist, we will provide recommendations to return the item to compliance.

Remotely Operated Vehicle (ROV) Interior Inspection

During the ROV inspections, the tank is inspected for visible signs of failure or deterioration of the metal surfaces, coatings, linings, welds, bolted connections, hatches, ladders, railings, manholes, and other appurtenances along both the exterior and interior surfaces of the tank.
The water storage tank's interior is inspected by this ROV method and is supplemented by a visual assessment from the roof hatch to ensure thorough coverage. Tank assessments and inspections are also completed in accordance with the latest revisions of both AWWA D101 and AWWA D110 guidelines.





Exterior & Interior Renovations

The maintenance services will be conducted per all applicable OSHA and AWWA regulations and standards. Dependent on the overall condition of the water storage tank asset, this may include the installation of updated asset safety and security features, chemical cleaning, interior and exterior coating repairs, structural repairs, disinfection, and the installation of an active mixing system within the tank. Undergoing these upfront renovations brings assets into their optimum condition and—simultaneously—extends the useful life of assets.



As part of our water storage tank asset maintenance program, clients can spread the costs of any major upfront tank renovations over an extended period of time—ultimately assisting them with long-term financial stability, predictable costs, and budget planning. We work with our many valued clients to evaluate the unique needs of their budget and provide sustainable, advanced solutions—both operationally and financially.

Emergency Services

We complete emergency water tank repairs and asset maintenance services—at any time for our valued clients—to address, remedy, and correct unforeseen or unsafe water tank conditions.



These USG emergency repairs are water storage tank maintenance services that are beyond any of the initial tank asset repairs that were identified during the annual condition assessments. **These emergency repairs are covered at no additional costs** to the water storage tank owner under our tank asset maintenance program. Our dedicated customer account specialists are readily available to schedule any emergency repairs.

Emergency services typically commenced within 24 hours of notice and include the following:

- Leaks in the water storage vessel (excluding the tank fill line)
- Offensive graffiti (non-offensive graffiti will be scheduled for repair as soon as possible)

Security Measures

Preventing access from potential intruders and pests is critical to the protection, condition, and water quality of a water storage tank asset. The installation and maintenance of ladder anti-climb devices, roof hatch locks, and the security of all other access points to the water tank interior is fully included under our tank asset maintenance program. The USG tank asset maintenance program also covers regular maintenance and the replacement of any screens on vents and overflow valves to prevent unwanted intrusion by insects, bugs, birds, and other pests.

Why A Tank Maintenance Program?

The following section provides a brief overview/summary of our specialized tank asset maintenance program—including:

- USG assumes **ALL the RISK** and **LIABILITY** of maintaining your tank
- Renovation Costs Spread **INTEREST FREE**
- **LIFETIME PROTECTION** on paint coatings and workmanship (While Under the MP)
- **FIXED** annual budget figure
- No change orders

Future Renovations

All future interior and exterior asset renovations—as well as periodic touch-ups—will be scheduled and performed under this agreement. Scheduling the future interior and exterior renovations will be determined directly from assessments during the annual inspections. Typically, interior renovations occur every 10-16 years, and exterior renovations occur every 7-12 years. Both the tank inspection findings and subsequent recommendations will be included in the annual inspection report.

Annual inspections will include the inspection of the five (5) general categories of the tank:

1. Safety Conditions
2. Sanitary Conditions
3. Security Conditions
4. Structure Conditions
5. Coating Conditions

Service center planners will notify the system in advance to ensure adequate time to plan for a water storage tank outage. Under the tank asset maintenance program agreement, renovations will be scheduled and completed in a specified year with some flexibility in scheduling around seasonal or usage considerations.

In addition to the regular and systematic inspections, repair touch-ups, and renovation components of the agreement, various other services will be scheduled—as needed—to ensure both the coating and water storage tank integrity, including:

- **Non-Emergency Services:** Any non-emergency services that are needed will be scheduled in a timely manner to ensure that all water storage tank assets are continually protected.
- **Emergency Repairs:** System representatives will be notified of the repair needed.
  - These services typically commence within 24 hours of the notification of the problem.

Budget information is received annually to assist the city with budgeting efforts:

- These reminders are normally mailed to the tank owner six months prior to the beginning of their respective fiscal year to ensure that you have time to include them in your budgeting efforts.
- Full-service asset management programs are one (1) year agreements that can be extended indefinitely by the tank owner on an evergreen basis. This means:
- The contract is automatically renewed unless the tank owner notifies Utility Service in writing of their intent to cancel it
- USG (Utility Service) cannot cancel the contract unless the tank owner fails to remit the annual fee—so the risk is ours.
- **This all translates into peace of mind – and years of reliable, clean water tanks for the water usage customers, their visitors and all elected and all appointed managers and officials.**

- ONE (1) PRIMARY POINT OF CONTACT FOR ALL DIRECT COMMUNICATIONS
- A LOCAL WATER SYSTEM CONSULTANT FOR ANY PROJECT CONSULTATION
- CERTIFIED FIELD PERSONNEL AND TANK ASSET MANAGEMENT PROFESSIONALS
- TRUSTED, QUALIFIED SUB-CONTRACTORS & TECHNOLOGY PARTNER RESOURCES
- SERVICE CENTERS THAT ARE READILY AVAILABLE FOR QUICK RESPONSE TIMES
- A FIXED PRICE THAT IS BASED ON A PREDETERMINED SCOPE OF WORK
- NO CHANGE ORDERS ON THE MUTUALLY-AGREED-UPON SCOPE OF WORK
- AN ASSESSMENT PLAN THAT IS BASED ON OPERATIONAL NEEDS
- AN ISO 9001:2015 CERTIFICATION FOR QUALITY MANAGEMENT SYSTEMS

Services Not Covered Under a Typical Maintenance Program Contract

- × Cost of installing and removing any containment (if not specifically covered in the contract).
- × Cost of resolution for water system operational problems due to cold weather.
- × Cost of repair due to antenna installations or other attachments.
- × Cost of repairs due to conditions below the surface of the ground.
- × Cost of repairs to the below-grade foundations.
- × Acts of God.
- × Acts of terrorism.

This schedule/scope of work and pricing has been developed based on the inspection asset condition assessment completed July 21, 2025—as well as our experience and knowledge of coating-life cycles, preventative maintenance, and current asset condition. This information was evaluated by our water storage tank asset management professionals to determine the best methods of maintaining the tank. Tank is a 135,000-gallon Standpipe 57' tall approximate diameter of 21", constructed of Welded steel.
Not known when the interior or exterior of tank was last painted.

Schedule/Scope of Work

City Tank

Scope of Work

Exterior Renovation:

1. Complete exterior shall be fully pressure washed.
2. All rusted areas shall be tool cleaned per SSPC-SP#2, #3 cleaning methods.
3. All areas tool cleaned shall be spot primed with a Tnemec Series primer or equivalent.
4. One (1) full intermediate coat of a compatible coating shall be applied to 100% of exterior surfaces.
5. One (1) full finish coat of a compatible coating shall be applied to 100% of exterior surfaces.
6. Provide ground cover because of lead (1800ppm) and chromium (6500ppm)
7. Washout and disinfect interior of tank and to get ready for fill

Wet Renovation:

1. Abrasive blast clean the complete interior to a SSPC-SP10 "Near White" finish.
2. Heavy blast areas with heavy mil thickness
3. Remove all dust and blast products by high-pressure air, vacuum cleaning or brushing and apply the first coat of paint before any surface rust develops.
4. Using Epoxy thinned 10%, stripe paint all welded/lap seams and pitted areas with a roller or brush.
5. Apply one (1) full coat of Zinc-Epoxy at a DFT of 4 to 6 mils to the complete interior of the tank, riser pipe, and all other interior surfaces.
6. Apply a second full coat of Zinc-Epoxy at a DFT of 5 to 7 mils to the complete interior of the tank, riser pipe, and all other interior surfaces.
7. Total minimum dry film thickness (DFT) for the interior two coat system is 9 mils dry.

Repairs:

1. Install new frost proof vent
2. Install screen/flapper on overflow
3. Remove existing dome ladder and install new dome ladder for easier transition with standoffs
4. Properly seal holes in roof
5. Install laddergate for security
6. Install ladder safety climb on sidewall ladder
7. Remove ladder cage
8. Remove cathodic protection that is not working

Tank maintenance agreement

It is a one-year agreement that can be extended indefinitely. "YOU" have complete control either to stay in or cancel the program.

USG Water can never drop you as a customer except for non-payment.

The attached reflects the annual fee to maintain the water tower. The chart reflects inflation adjustments; inflation would be no more than a maximum of 5% per year will begin once the upfront renovation cost is paid and continues through the duration of the program.

Pricing – Tower 1

YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7	YEAR 8	YEAR 9	YEAR 10
2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Ext./Int. Renovation Needed Repairs Emergency Services	Visual Inspection Any Needed Repairs Emergency Services	Washout Inspection Any Needed Repairs Emergency Services	Visual Inspection Any Needed Repairs Emergency Services	Washout Inspection Any Needed Repairs Emergency Services	Visual Inspection Any Needed Repairs Emergency Services	Washout Inspection Any Needed Repairs Emergency Services	Visual Inspection Any Needed Repairs Emergency Services	Washout Inspection Any Needed Repairs Emergency Services	Visual Inspection Any Needed Repairs Emergency Services
$36,956	$36,956	$36,956	$36,956	$7,835	$8,112	$8,399	$8,697	$9,004	$9,2323

YEAR 11	YEAR 12	YEAR 13	YEAR 14	YEAR 15	YEAR 16	YEAR 17	YEAR 18	YEAR 19	YEAR 20
2036	2037	2038	2039	2040	2041	2042	2043	2044	2045
Exterior Renovation Needed Repairs Emergency Services	Washout Inspection Any Needed Repairs Emergency Services	Visual Inspection Any Needed Repairs Emergency Services	Washout Inspection Any Needed Repairs Emergency Services	Visual Inspection Any Needed Repairs Emergency Services	Washout Inspection Any Needed Repairs Emergency Services	Visual Inspection Any Needed Repairs Emergency Services	Interior Renovation Needed Repairs Emergency Services	Visual Inspection Any Needed Repairs Emergency Services	Washout Inspection Any Needed Repairs Emergency Services
$9,559	$9,897	$10,248	$10,610	$10,985	$11,374	$11,777	$12,194	$12,626	$13,073



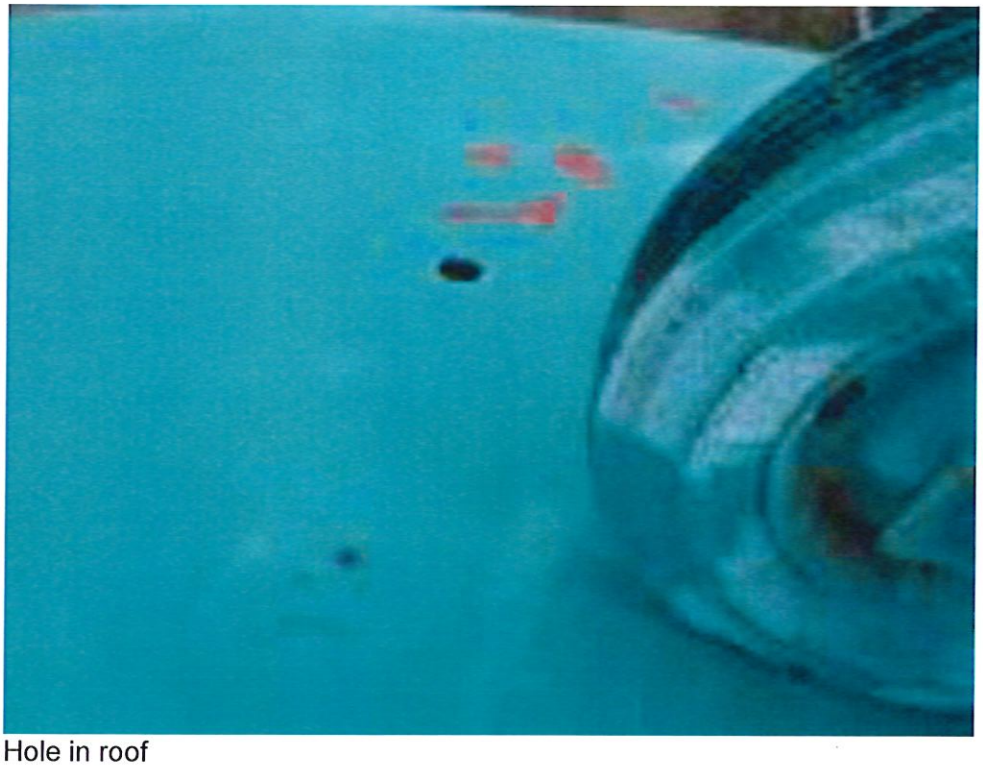
Current vent



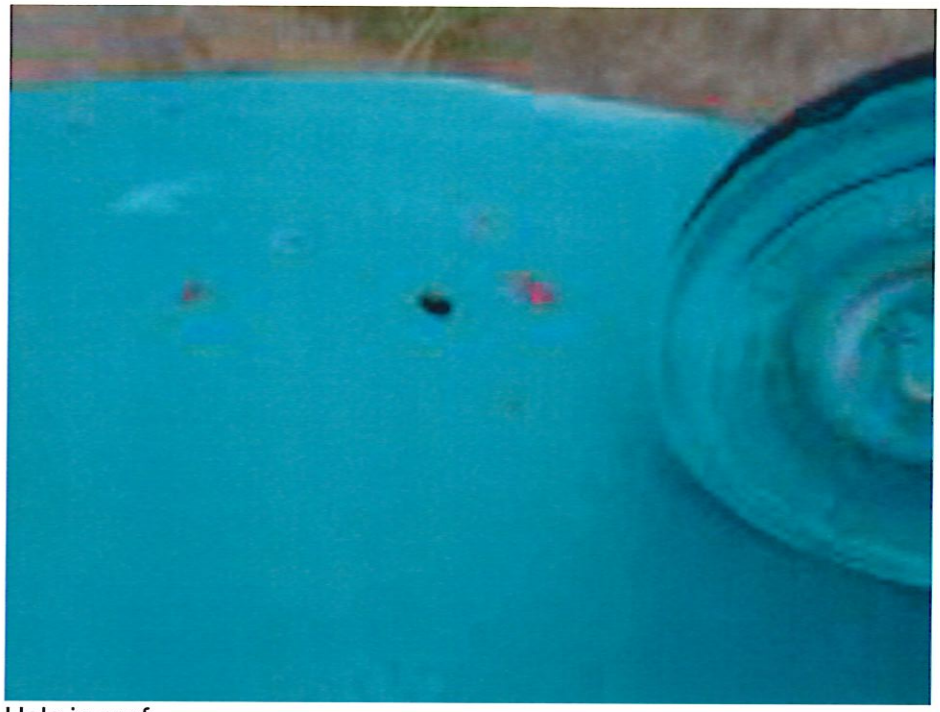
Overflow screen



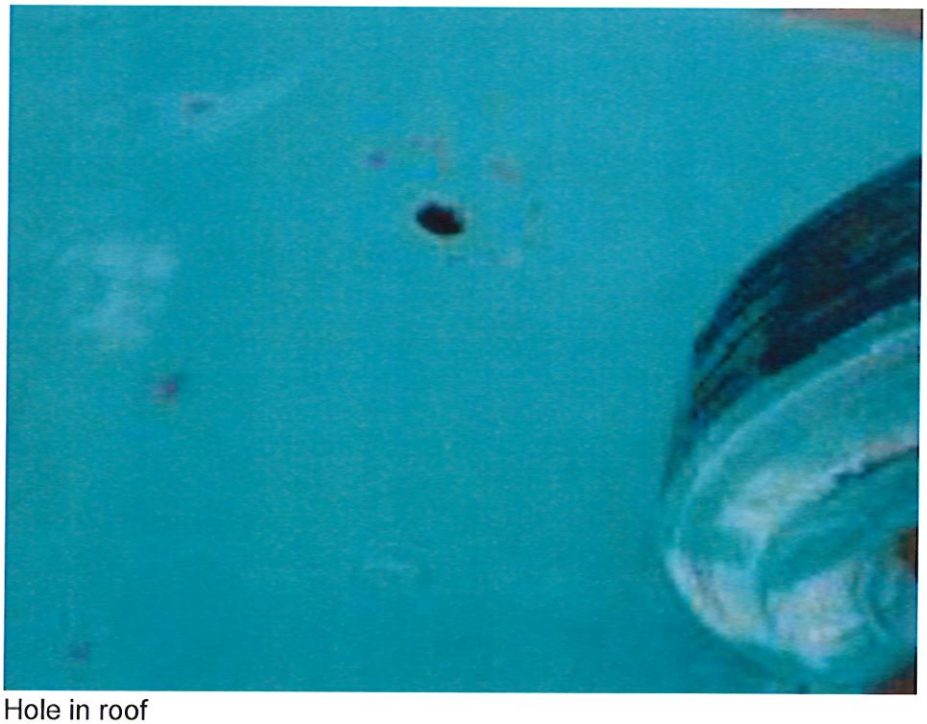
Current dome ladder



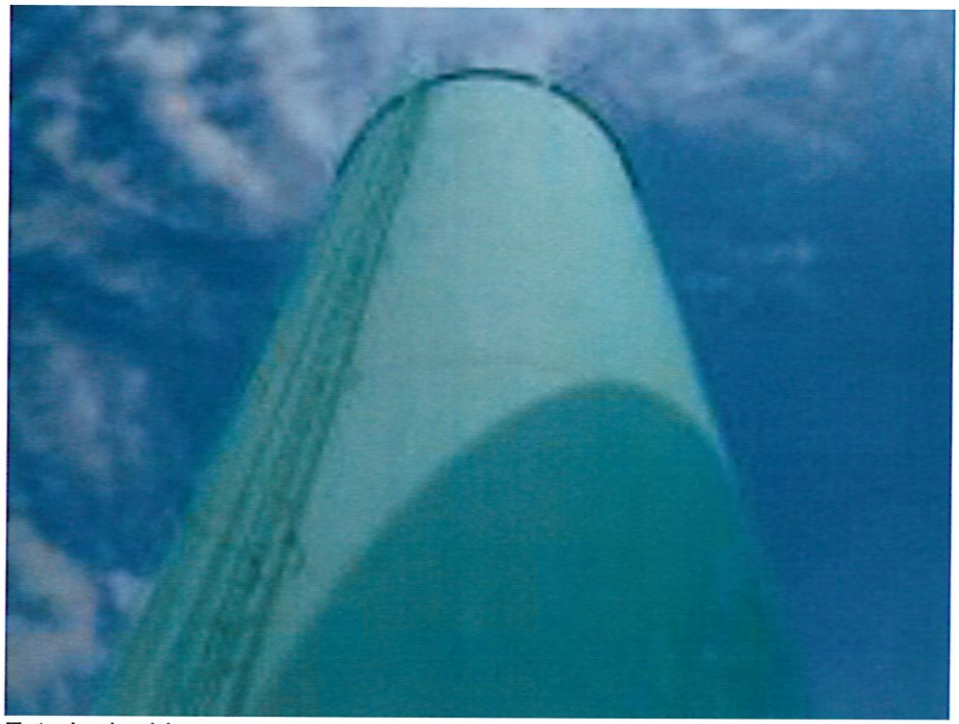
Hole in roof



Hole in roof



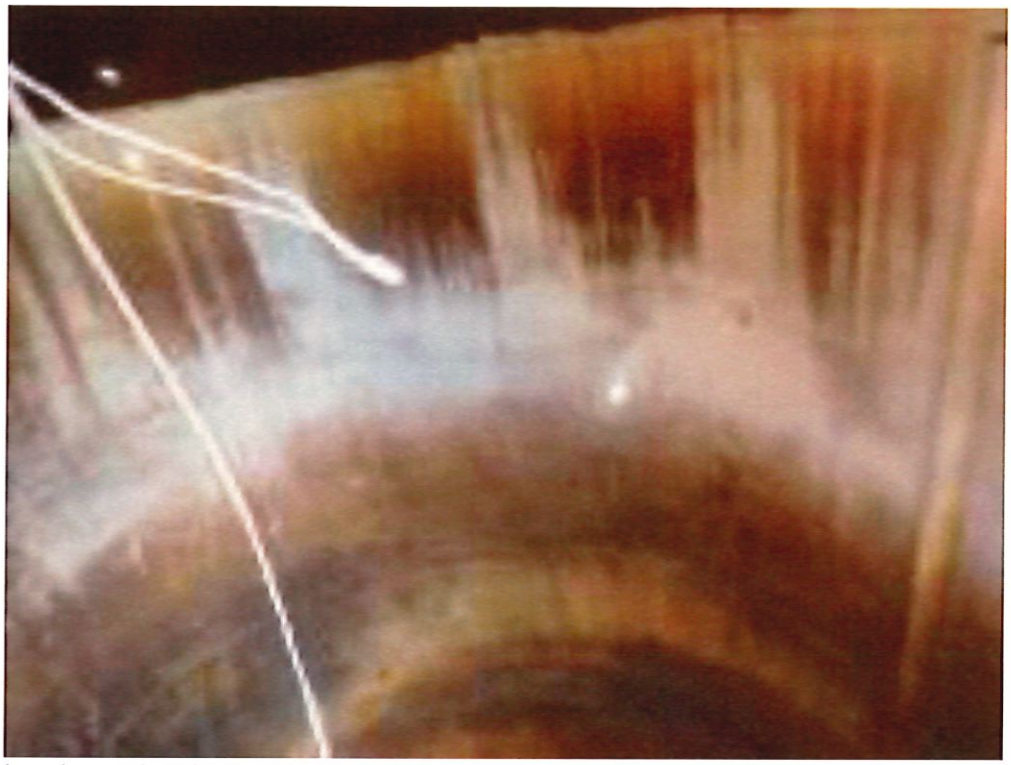
Hole in roof



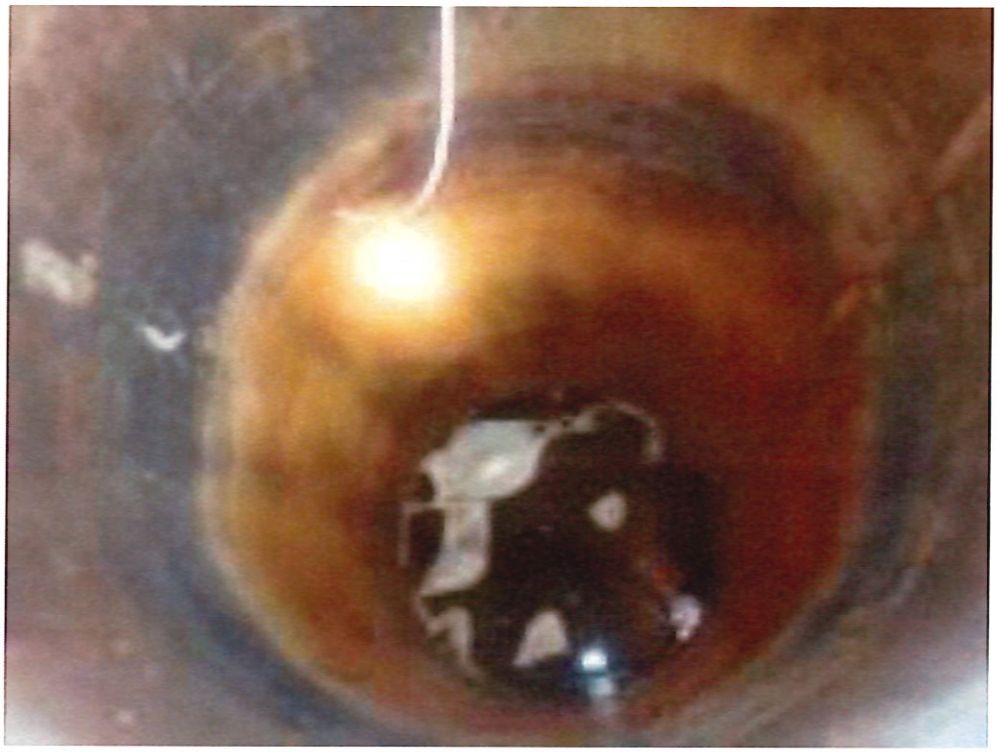
Exterior Ladder



Ladder cage



Interior and cathodic protection



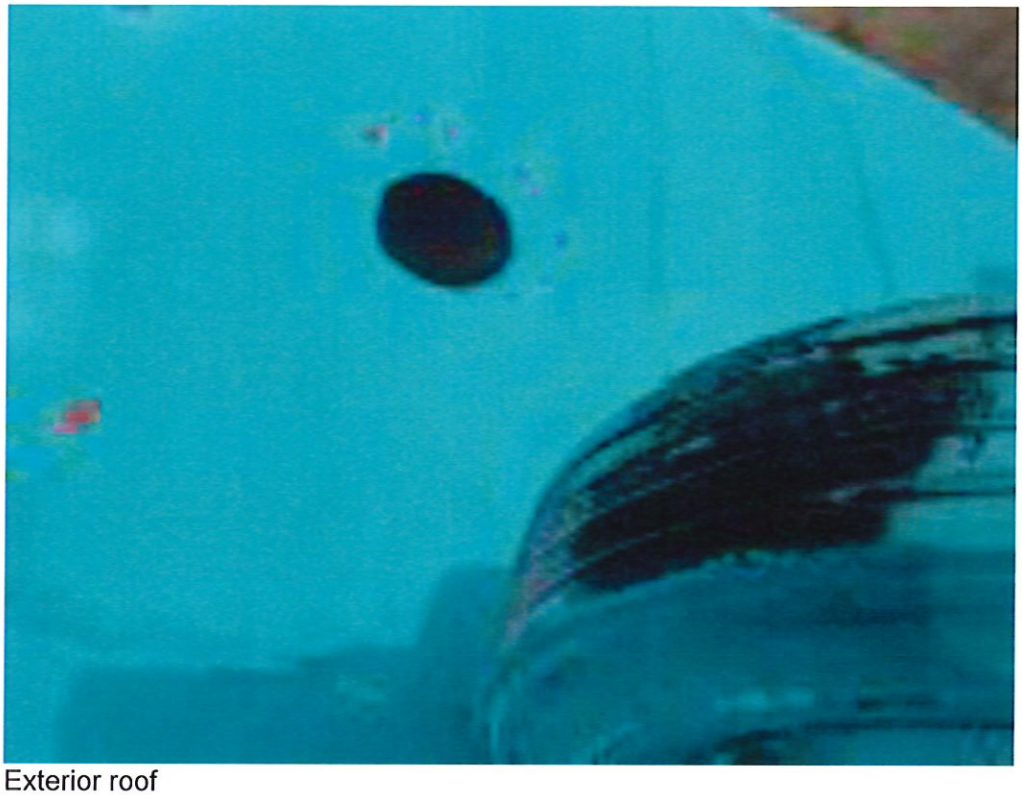
Interior



Interior sidewall



Roof hatch



Exterior roof



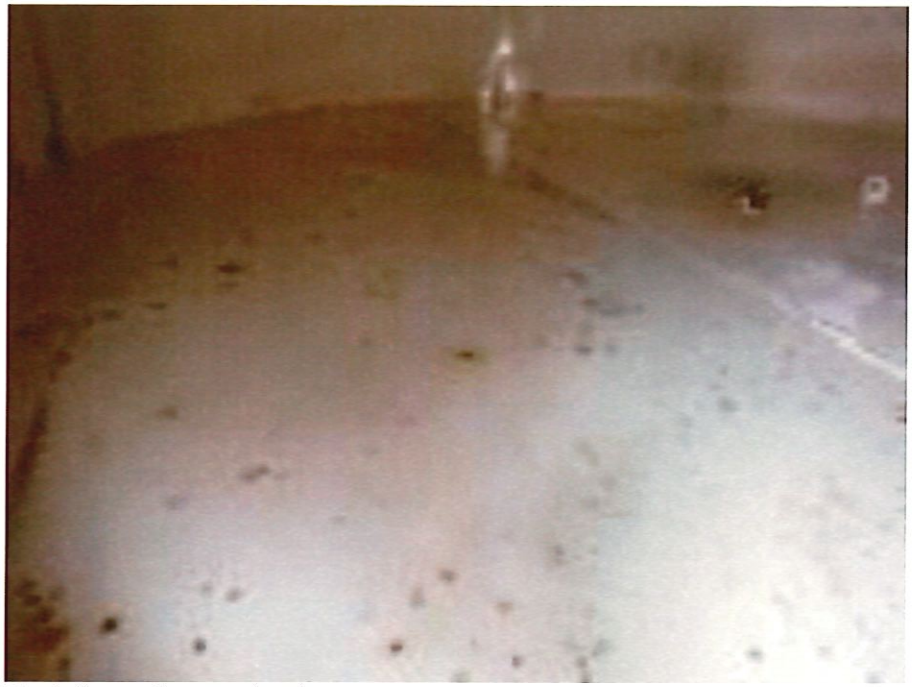
Exterior roof



Exterior Roof



Adhesion test



Tank floor after washout



Tank after washout

12A

Claims for approval 09-22-2026

VENDOR	REFERENCE	AMOUNT
AARDVARK PEST MANAGEMENT	PEST CONTROL - TOWN OFFICE	$ 211.34
ATAC	FEMA BRIC GRANT ENGINEERING-FINAL ENGINEERING COST	$ 5,386.50
ATAC	WASTEWATER OPERATIONS CONTRACT-AUGUST 2026 HOURS	$ 6,350.00
CHUCK FERGUSON	CONSULTING HOURS-BOT APPROVED 7-20-26	$ 1,200.00
GOLDEN WEST TECHNOLOGIES	MONTHLY SERVICE FEE - SPETEMBER 2026	$ 635.45
GOLDEN WEST TECHNOLOGIES	LINK BOARD PRESIDENT EMAIL TO CELL PHONE NUMBER	$ 90.00
KIEFFER SANITATION	MONTHLY SANITATION FEE - AUGUST 2026	$ 4,242.81
MENARDS	OIL/GAS CAN FOR PLATE PACKER	$ 40.97
MENARDS	CAULK/CAULK GUN/SECURITY LIGHT FOR WELL HOUSE	$ 125.36
MIDCO DIVING & MARINE SERVICES	REMAINING BALANCE FROM CLEAN/INSPECT TANKS-REPORTS	$ 416.00
MT RUSHMORE TELEPHONE	PHONE/INTERNET - MAIN LINE/2ND LINE/FAX - SEPTEMBER 2026	$ 265.38
SAGE WATER WORKS INC.	PRORATED MONTHLY WATER SERVICE	$ 1,915.47
SAGE WATER WORKS INC.	REPLACE MASTER METER AT WELL HOUSE (BOT APPROVED 9-8-26)	$ 2,646.90
SAGE WATER WORKS INC.	LABOR-METER PIT OVERFLOWING AT 104 RUPP ST UNIT A	$ 280.50
SOUTHERN HILLS PUBLISHING	PUBLISHING/LEGAL NOTICES - AUGUST 2026	$ 428.58
SOUTHERN HILLS LAW	ATTORNEY SERVICES - JULY 2026/CERTIFIED MAILING TO ATAC	$ 2,666.06
SOUTHERN HILLS LAW	ATTORNEY SERVICES - AUGUST 2026	$ 4,972.50
Accounts Payable Total		**$ 31,873.82**
Payroll Related: Paid 09/15/2026		
	Legislative, Financial Administration, Govt Blds	$ 2,134.63
	Promoting City/BBB	$ 39.64
	Water	$ 123.05
	Sewer	$ 73.83
HEALTHY EQUITY	HSA MONTHLY SERVICE FEE AND CONTRIBUTION	$ 64.75
EFTPS-ELECTRONIC FEDERAL TAX	FED/FICA TAX	$ 638.57
Payroll Total		**$ 3,074.47**
***** REPORT TOTAL *****		**$ 34,948.29**

CLAIMS REPORT

Check Range: 9/09/2026- 9/22/2026

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
A & B BUSINESS EQUIPMENT INC	MONTHLY PRINTER/FAX FEE				
Aardvark Pest Managment LLC	PEST CONTROL-TOWN OFFICE		211.34	989	9/22/26
ANTHONY THEODOROU AND COMPANY	WW SHIFT OPERATOR-SHUT DOWN	6,350.00		973	9/22/26
ANTHONY THEODOROU AND COMPANY	FEMA BRIC GRANT ENGINEERING	5,386.50		974	9/22/26
ANTHONY THEODOROU AND COMPANY	OPERATIONS CONTRACT AUG 2026		11,736.50		
CONIFER CONSTRUCTION LLC	CAMERAS/HARDWARE/GATE INSTALL				
DANR	NDPES SURFACE WATER FEE				
EFTPS-Electronic Federal Tax	FED/FICA TAX		638.57	971	9/15/26
CHUCK FERGUSON	CONSULTING HRS-BOT APPRVD 7-20		1,200.00	18730	9/22/26
GOLDEN WEST TECHNOLOGIES	MONTHLY SERVICE FEE SEPT 2026	635.45		975	9/22/26
GOLDEN WEST TECHNOLOGIES	LINK BRD PRES EMAIL TO CELL	90.00	725.45	988	9/22/26
HEALTH EQUITY	HSA	62.50		972	9/15/26
HEALTH EQUITY	HSA MONTHLY SERVICE FEE	2.25	64.75	976	9/22/26
KIEFFER SANITATION	MONTHLY SANITATION FEE AUG2026		4,242.81	977	9/20/26
MENARDS	SECURITY LIGHT FOR WELL HOUSE		166.33	18731	9/22/26
MG OIL	FUEL FOR MARSHAL - SEPT 2025				
Midco Diving & Marine Services	REMAINING-CLEAN WATER TOWERS		416.00	18732	9/22/26
MT RUSHMORE TELEPHONE	PHONE/INTERNET	140.16		981	9/15/26
MT RUSHMORE TELEPHONE	PHONE/INTERNET-SECOND LINE	67.48		982	9/15/26
MT RUSHMORE TELEPHONE	PHONE/INTERNET-FAX LINE	57.74	265.38	983	9/15/26
RURAL DEVELOPMENT	RD3 LOAN JUNE 26				
SAGE WATER WORKS INC.	PRORATED MONTHLY WATER SERVICE	1,915.47		984	9/22/26
SAGE WATER WORKS INC.	REPLACE MASTER METER WELLHOUSE	2,646.90		985	9/22/26
SAGE WATER WORKS INC.	LABOR-METER PIT 104 RUPP ST A	280.50	4,842.87	990	9/22/26
Southern Hills Publishing	PUBLISHING/LEAGAL NOTICES 8/26		428.58	18733	9/22/26
SILVERSMITH DATA	SOFTWARE INTEGRATION/SETUP				
SOUTHERN HILLS LAW PLLC	ATTORNEY SERVICES - JULY 2026	2,666.06		986	9/22/26
SOUTHERN HILLS LAW PLLC	ATTORNEY SERVICES-AUGUST 2026	4,972.50	7,638.56	987	9/22/26
	Accounts Payable Total		32,577.14		
	Utility Refund Checks				
	Refund Checks Total				

Payroll Checks

101	GENERAL	2,134.63
211	BBB GROSS RECIPTS TAX	39.64
602	WATER	123.05
604	SEWER	73.83
	Total Paid On: 9/15/26	2,371.15
	Total Payroll Paid	2,371.15
	Report Total	34,948.29

CLAIMS REPORT
CLAIMS FUND SUMMARY

FUND	NAME	AMOUNT
101	GENERAL	16,346.65
211	BBB GROSS RECIPTS TAX	49.13
272	FEMA/CONSTRUCTION	5,386.50
602	WATER	6,729.10
604	SEWER	6,436.91
	TOTAL FUNDS	34,948.29

FINANCIAL REPORT
SEPEMBER 22, 2026 BOT REGULAR MEETING

19A

	REVENUES-AUGUST 31	REVENUE -THRU 9-22-26	REVENUES - TO DATE	2026 BUDGET
GENERAL FUND	$ 42,966.65	$ 352,818.41	$ 395,785.06	$ 480,439.00
BBB FUND	$ 3,533.97	16,978.90	$ 20,512.87	$ 18,000.00
FEMA	$ -	81,811.71	$ 81,811.71	$ -
TIF FUND	$ -	1,864.70	$ 1,864.70	$ 18,000.00
WATER FUND	$ 19,364.44	154,648.97	$ 174,013.41	$ 238,100.00
SEWER FUND	$ 18,955.87	338,051.64	$ 357,007.51	$ 601,366.00
TOTAL	$ 84,820.93	$ 946,174.33	$ 1,030,995.26	$ 1,355,905.00

GENERAL FUND	EXPENSES-AUGUST 31	ERXPENSES -THRU 9-22-26	EXPENSES - TO DATE	2026 BUDGET
BOT	$ 6,259.63	16,484.23	$ 22,743.86	$ 36,900.00
ELECTION	$ -	1,348.91	$ 1,348.91	$ 3,320.00
FINANCE OFFICE	$ 17,550.15	90,784.40	$ 108,334.55	$ 151,707.00
ATTORNEY	$ 1,822.50	33,693.56	$ 35,516.06	$ 51,000.00
CUSTODIAN	$ 123.52	1,044.90	$ 1,168.42	$ 4,759.00
ENGINEER	$ 130.00	13,482.50	$ 13,612.50	$ 25,000.00
LAW ENFORCEMENT	$ -	19,950.57	$ 19,950.57	$ 47,302.00
INSPECTIONS	$ -			$ -
STREETS	$ 5,328.80	11,905.43	$ 17,234.23	$ 78,951.00
GARBAGE	$ 4,741.81	35,749.74	$ 40,491.55	$ 61,500.00
P & Z	$ 780.00	14,490.00	$ 15,270.00	$ 20,000.00
TOTAL GENERAL	$ 36,736.41	238,934.24	$ 275,670.65	$ 480,439.00
BBB	$ 128.99	8,565.35	$ 8,694.34	$ 18,000.00
FEMA	$ 6,704.00	152,496.21	$ 159,200.21	$ -
TIF	$ -	53,186.92	$ 53,186.92	$ 18,000.00
WATER	$ 234,231.91	447,089.75	$ 681,321.66	$ 238,100.00
SEWER	$ 36,165.63	141,550.75	$ 177,716.38	$ 601,366.00
TOTAL	$ 313,966.94	1,041,823.22	$ 1,355,790.16	$ 1,355,905.00

NET PROFIT/LOSS

GENERAL	$	6,230.24	120,114.41
BBB	$	3,404.98	11,818.53
FEMA		(6,704.00)	(77,388.50)
TIF	$	-	(51,322.22)
WATER	$	(214,867.47)	(507,308.25)
SEWER	$	(17,209.76)	179,291.13

BALANCE AS OF 08/31/2026

BANKWEST CHECKING	$	966,506.31
SD FIT INVESTMENT	$	162,833.68
TOTAL	$	1,129,339.99