

HERMOSA TOWN BOARD
WORK SESSION
Tuesday, January 10, 2022 – Following P&Z Meeting



- 1) **ROLL CALL:**
 - A) BOT Roll Call: Henrichsen, Holsworth, Kramer, Schumack
 - B) P&Z Roll Call: Harris, Waltman, Irvine, Stockham & Klaski
 - C) Acknowledgement of other attendees

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

- 3) **NEW BUSINESS:**

- 4) **WORK SESSION ITEMS**
 - A) Hazard Mitigation
 - B) Annexation: Gumbo Lily, Fairgrounds Place, McDermand Street.
 - C) Update sign next to yard waste dumpsters.
 - D) Lease agreement-250 Main street
 - E) Roy's Drive In sewer line
 - F) Agreement for performance of services of public works and town maintenance.

- 5) **ITEMS FROM CITIZENS:** No action will be taken (3-minute time limit per speaker)
Meetings of the Board of Trustees are open to the public. The audience may be allowed to comment on specific agenda items during the time allotted on the agenda for those items, according to established procedures of the Board. This is a time for members of the public to express concerns or discuss issues having relevance to the town. Anyone wishing to address the Town Board during this time shall be asked to identify themselves. The number of presentations and time allotted to individuals may be limited by the board president and individuals shall refrain from discussing personalities. The president at his discretion, may recognize patrons at other times during the board meeting. No action will be taken by the board on any issue related without being first placed on a future agenda, by the board, to allow for proper notice.

- 6) **TRUSTEE INPUT:**

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

- 8) **ADJOURN:**
Motion by _____; second by _____ to adjourn the meeting at _____pm.

ATTEST:

Monika Serviss
Finance Officer

Dan Holsworth
Town Board President

Custer County Population Demographics	
Location	Population
Custer County	8,318
Buffalo Gap	131
Custer City	1,919
Fairburn	60
Hermosa	382
Pringle	109

Table 1.2 Population and Race demographics of Custer County, South Dakota. U.S. Census Bureau Decennial Census 2020.

Custer County Climate	
Season	Average Temperature
Winter	28°F
Spring	50°F
Summer	72°F
Fall	33°F
Precipitation	
Annual precipitation from 1981-2010	18.5 inches

Table 1.3 Climate data of Custer County, South Dakota. U.S. NOAA: National Centers for Environmental Information, *Climate at a glance*

National Flood Insurance Program Participation

As of June 2022, Custer County, Custer City, and Hermosa participate in the National Flood Insurance Program (NFIP). The towns of Buffalo Gap and Fairburn do not participate in NFIP and are sanctioned. Sanctioned communities choose not to participate in the NFIP program after data has been received on which floodplain regulations are based.¹ The Town of Pringle is unmapped and does not participate in the NFIP program. NFIP status, as of June 2020, was provided by the South Dakota State NFIP Coordinator (Appendix H).

Custer County Municipalities Overview				
Towns	Population	Location	Elevation	NFIP
Buffalo Gap	131	43° 29' 29" N, 103° 18' 46" W	3,266ft	no
Custer City	1,919	43° 45' 59" N, 103° 35' 55" W	5,323ft	yes
Fairburn	60	43° 41' 09" N, 103° 12' 41" W	3,300ft	no
Hermosa	382	43° 50' 22" N, 103° 11' 27" W	3,328ft	yes
Pringle	109	45° 36' 30" N, 103° 35' 37" W	4,891 ft	no

Table 1.4 Custer County Municipalities Overview, including participation in National Flood Insurance Program (NFIP). (Custer County. *Google Earth Pro*), U.S. Census Bureau Decennial Census 2020.

¹FEMA. 2022. *National Flood Insurance Community Status and Public Notification*.

III. PLANNING PROCESS

Changes/Revisions to Planning Process: The planning process for this update focused on ensuring that there was participation and involvement from all of the adopting jurisdictions, state and federal agencies. BHCLG and County EM met with all adopting bodies commissions/boards and councils. A planning team was created with representation from each town/city, the County, and state and federal representatives.

DOCUMENTATION OF THE PLANNING PROCESS

“An open and public involvement process is essential to the development of an effective plan.” Requirement 201.6(b).

Meeting Summaries		
Date	Location	Summary
10/11/2022	Town Hall Pringle, SD	BHCLG and the Custer County EM met with the town of Pringle during their regularly scheduled town board meeting. During this meeting, BHCLG informed the public and town board members about the required update, planning process, and overview of mitigation. The board was provided with a mitigation packet to fill out (Appendix G). The town of Pringle tasked <i>Tony Boggs</i> as the point of contact for the Plan update.
10/12/2022	Custer County 1881 Courthouse Custer, SD	The initial informational meeting was held during the regularly scheduled Custer County Commission meeting. The content of this meeting was to inform the public and county commissioners about the required update and planning process. At this time the county commissioners also approved the contract for Black Hills Council of Local Governments (BHCLG) to complete the update of this Plan. The Custer County Emergency Manager was tasked as the point of contact for BHCLG, to assist in the Plan update.
10/17/2022	City Hall Custer, SD	BHCLG and Custer County’s EM met with Custer City during their regularly scheduled town board meeting. BHCLG informed the public and town board members about the required update and planning process. Custer City tasked <i>Todd Pechota</i> to serve as the primary point of contact for the Plan update.
10/19/2022	Town Hall Fairburn, SD	BHCLG met with the town of Fairburn during their regularly scheduled town board meeting. During this meeting, BHCLG informed the public and town board members about the required update and planning process. The town of Fairburn decided to discuss further their point of contact for the Plan update.
10/25/2022	City Hall Hermosa, SD	BHCLG and the Custer County EM met with the Hermosa Planning Commission and town board to discuss the Custer County Mitigation Plan update. During this meeting, BHCLG informed the public and town board members about the required update and planning process. The town of Hermosa tasked <i>Joan Harris</i> as the point of contact for the Plan update.
11/07/2022	Town Hall Buffalo Gap, SD	BHCLG met with the town of Buffalo Gap during their regularly scheduled town board meeting. During this meeting BHCLG informed the public and town board members about the required update and planning process. The town of Buffalo Gap tasked <i>Daniel Frieden</i> as the point primary of contact for the Plan update.

Custer County Commissioners and Public Officials Involved in the Plan	
Steve Esser	Emergency Manager
Jesse Doyle	Highway Superintendent
Troy Schmidt	GIS Director
Jim Lintz	Commissioner, Chair
Mark Hartman	Commissioner, Visa Chair
Mike Linde	Commissioner
Craig Hindle	Commissioner
Travis Bies	Commissioner
Dawn McLaughlin	Finance Officer
Joe Panza	Building/Ground Maintenance
Terri Kester	Planning Director
Laura Rosane	Planning Deputy Director
Teri L Morgan	Register of Deeds
Kevin Treloar	Highway Dept. Foreman
Mike Baldwin	Weed and Pest Control
Leah Vissia	Equalization

Table 3.2 Custer County officials involved in the Custer County Hazard Mitigation Plan Update.

Town of Buffalo Gap Board Members and Public Officials Involved in the Plan	
Daniel Frieden	President
Terry Kizer	Treasurer
Raymond Hussey	Treasurer
Heather Besco	Finance Officer

Table 3.3 Town of Buffalo Gap officials involved in the Custer County Hazard Mitigation Plan Update.

City of Custer City Council Members and Public Officials Involved in the Plan	
Jeannie Fischer	City Council
Todd Pechota	City Council
Julie Jenniges	City Council
Peg Ryan	City Council
Nina Nielsen	City Council
Laurie Woodward	Finance Officer

Table 3.4 Town of Custer City officials involved in the Custer County Hazard Mitigation Plan Update.

Town of Fairburn Board Members and Public Officials Involved in the Plan	
Melissa Kremer	Board President
Joan Harris	Finance Officer
Sally Nordstrom	Trustee
Dean Weekley	Trustee

Table 3.5 Town of Fairburn officials involved in the Custer County Hazard Mitigation Plan Update.

Town of Hermosa Board Members and Public Officials Involved in the Plan	
Dan Holsworth	President
Linda Kramer	Trustee
Brett Thomason	Trustee
Low Waltman	Planning and Zoning Board
Chuck Irvine	Planning and Zoning Board
Tanya Stockham	Planning and Zoning Board
Bobbie Klaski	Planning and Zoning Board
Joan Harris	Planning and Zoning Board President
Gail Boddicker	Finance Officer

Table 3.6 Town of Hermosa officials involved in the Custer County Hazard Mitigation Plan Update.

Town of Pringle Trustee Members and Public Officials Involved in the Plan	
Lisa Baertsch	Clerk
Dee Anderson	President
Robert Morgan	Trustee
Tony Boggs	Trustee
Pat Zeimet	Trustee

Table 3.7 Town of Pringle officials involved in the Custer County Hazard Mitigation Plan Update.

Local, State, and Federal Agencies Involved in the Plan
South Dakota Wildland Fire
South Dakota Department of Transportation
South Dakota Department of Tourism
United States Forest Service
Bureau of Land Management
United States National Park Service
South Dakota Game, Fish & Parks – Custer State Park
South Dakota Geological Survey

Table 3.8 Local, State, and Federal Agencies involved in the Custer County Hazard Mitigation Plan Update.

Planning Team Representatives	
Custer County	Steven Esser, Emergency Manager
Custer County	Terri Kester, Planning Director
Pringle	Tony Boggs, Trustee Robert Morgan Sr, Trustee (Alternate)
Custer City	Todd Pechota, City Council
Hermosa	Joan Harris, P & Z Board President
Buffalo Gap	Daniel Frieden, Town Board President
Fairburn	Joan Harris, Finance Officer
USFS: Black Hills Nat. Forest,	Rob Hoelscher, District Ranger
USFS: Nebraska Nat. Forest and Grasslands	Brian Daunt, Forest Fire Management Officer
USFS – Black Hills and Nebraska Nat. Forest	Jeni Lawver, Fire Prevention Officer
Custer State Park	Matt Snyder, Regional Park Supervisor

Table 3.9 Participating Plan representatives and title.

PUBLIC INVOLVEMENT [§201.6(b)(1)]

The public was provided several opportunities at county commission and town board meetings to comment during the drafting stage of the Plan update. State law requires that public meetings allow for public comment during the meetings as described in SDCL 1-25-1.

...The public body shall reserve at every regularly scheduled official meeting a period for public comment, limited at the public body's discretion, but not so limited as to provide for no public comment. At a minimum, public comment shall be allowed at regularly scheduled official meetings which are designated as regular meetings by statute, rule, or ordinance.

It was during this legally required public comment period that the public was allowed to provide comments. Mitigation Planning was listed on the required notices for the town board and county commission meetings. Notices for public meetings require a minimum of time, date, and location, and were posted in accordance with SDCL 1-25.1.1:

1-25-1.1. ... Each political subdivision shall provide public notice, with proposed agenda, that is visible, readable, and accessible for at least an entire, continuous twenty-four hours immediately preceding any official meeting, by posting a copy of the notice, visible to the public, at the principal office of the political subdivision holding the meeting. The proposed agenda shall include the date, time, and location of the meeting. The notice shall also be posted on the political subdivision's website upon dissemination of the notice if a website exists. For any special or rescheduled meeting, the information

Custer County HWY Dept. Road and Approach Specifications	2006 & 2022 (revision)
Custer County Ordinance #6 Revised Flood Damage Prevention Ord.	2012
Custer County Comprehensive Plan	2008
Custer County Community Wildfire Protection Plan	2006
Upper French Creek Flood Mitigation Plan	2001
Custer County Ordinance No. 20 (Open Burning)	2021
One Mile Extraterritorial Area Policy Agreement – Hermosa	2021
Cooperative Forest Road Agreement	2021
Black Elk Preparedness Plan	2022
Custer County Structure Placement – 600' South of Mineral Dr. and Granite Heights Dr.	2021

Table 3.11 Review of Existing Documents for Custer County

Record of Review – Town of Buffalo Gap	
Existing program/policy/technical documents	Year
Preliminary Engineering Report for Drinking Water System	2022
Mobile Home Ordinance	-
Fire Restriction Ordinance	-

Table 3.12 Review of Existing Documents for Town of Buffalo Gap

Record of Review – City of Custer City	
Existing program/policy/technical documents	Year
Custer City Municipal Code: Title 15 Building and Construction	Reviewed (12/2022)
Custer City Municipal Code: Title 15, Chap. 15.16 Flood Damage Prevention	Reviewed (12/2022)
Custer City Municipal Code: Title 17 Zoning	Reviewed (12/2022)
Wastewater Facility Plan City of Custer, SD	2020
Custer City Parks Master Plan	2017
Custer City Comprehensive Plan	2020

Table 3.13 Review of Existing Documents for Custer City

Record of Review – Town of Fairburn	
Existing program/policy/technical documents	Year
Adoption of Custer County Ordinance 20	2021

Table 3.14 Review of Existing Documents for Town of Fairburn

Record of Review – Town of Hermosa	
Existing program/policy/technical documents	Year
Town of Hermosa Comprehensive Plan	2009 (Amended 2018)
Town of Hermosa Ordinance XV Land Use	Reviewed (12/2022)
Active Transportation Plan	2019
Town of Hermosa Zoning Map	2018
Town of Hermosa Future Land Use Map	2005
One Mile Extraterritorial Area Policy Agreement – Custer County	2021
Hermosa Area Floodplain Enhancement Plan (This Plan was unavailable for review)	2014

Table 3.15 Review of Existing Documents for Town of Hermosa

Record of Review – Town of Pringle	
Existing program/policy/technical documents	Year
Town of Pringle Ordinance No. 30 Prohibiting Open Fires Except with Permit	1952

Table 3.16 Review of Existing Documents for Town of Pringle

REVIEW OF THE 2018 PLAN

Each section of the *Custer County Pre-Disaster Plan 2018* was reviewed. Much of the information taken from the 2018 version of the Plan was relevant. Specific areas that needed improvement or changes include the planning process, mitigation strategy, risk assessment, and review of existing planning and technical documents. Each of the jurisdictions and Custer County were provided information on previous risks, concerns, and projects from the 2018 Plan. They were asked to review the information and asked to provide updates of completed projects and new risks or concerns within their jurisdiction.

MITIGATION ACTIVITIES AND ACCOMPLISHMENTS

The following is a list of interagency accomplishments that have helped make Custer County a safer place to live:

- Implementation of a workable Emergency Operations Center/ Incident Command System Interface.
- Physical interaction of the Local Emergency Operations Plan with the applicable communities.
- Mandated use of the Incident Command System as a management tool during disaster response.
- Integrated the NIMS through county resolution as per HSPDD 5 and 8.
- Updating the County's Fire Restriction Ordinance
- Resource (manpower) identification of all jurisdictional partnerships with both the public and private sectors.
- Implementation of community-based programs such as Firewise, CERT, and Citizen Corp on a community level.
- Initiation of comprehensive plan updates in Custer County, Hermosa, Custer City. Discussion about creating comprehensive plans for the other towns within Custer County has been initiated but not yet acted upon.
- Digitalization of local government infrastructure.
- A multi-agency contract to initiate stream monitoring on French Creek Basin.
- Re-engineering of the dispatch function to provide 24 hours PSAP capabilities.
- Utilization of grant funding for advanced responder training and equipment.
- Establishment of a Hazard Mitigation Interagency Team to coordinate federal, state, and local governments response to natural hazard events.
- Continued: Assessment of dam inventory within Custer County to include State and Federal structures.
- Continued: Regulation of facilities in the floodplain through appropriate local ordinances.
- Continued: National Flood Insurance Program (NFIP) enrollment of Custer County, City of Custer, and town of Hermosa.
- Preparation of the Upper French Creek Flood Mitigation Plan for Custer County and Custer City (2001).
- Continued: 911 addressing.
- Buyout of problematic structures and properties under the Brownfields and Flood Mitigation Programs.
 - 2021- Acquisition of two homes located in the floodplain in Custer City using FEMA PDM funding.

IV. RISK ASSESSMENT

Change/Revisions to Risk Assessment: The risk assessment was completely reformatted. Additional specific information was collected for hazards as provided by the jurisdictions and County. The following hazards were added: dam failure, extreme temperatures, high/severe winds, tornados. Removed: Hazardous Materials, as this has not been evaluated through this Plan but rather is addressed in the County’s Local Emergency Operations Plan. Homeland Security was also removed due to the limitless potential for different types, timing, and location of hazards. Renamed: ‘Wildland Fire/Urban Interface to ‘Wildfire’; “Earthquake & Landslide” to “Geological”, “Flash Flooding” to “Flooding”. While the Planning Team explained most of the County seeing “Flash Flooding” events, the title was changed to include all types of flooding.

IDENTIFYING HAZARDS [§201.6(c)(2)(i)]

The planning process shall include an opportunity for neighboring communities, local and regional agencies involved in hazard mitigation activities, and agencies that have the authority to regulate development, as well as businesses, academia, and other private and non-profit interests to be involved in the planning process.

A comprehensive list of hazards was evaluated. Disasters were placed in three separate columns depending on the likelihood of the disaster occurring in the planning jurisdiction. Table 4.1 was derived from the FEMA worksheets provided in the planning handbook for mitigation planning. Hazards that occur at least once a year or more were placed in the high probability column; hazards that may have occurred in the past or could occur in the future but do not occur on a yearly basis were placed in the low probability column; and hazards or disasters that have never occurred in the area before and are unlikely to occur in the planning jurisdiction any time in the future were placed in the unlikely to occur column. While man-made hazards were discussed briefly with the planning group, it was decided to eliminate man-made hazards from the Plan because those types of hazards are difficult to predict and assess due to wide variations in the types, frequencies, and locations. Types and scopes of manmade hazards are unlimited.

Only the natural hazards from the High Probability and Low Probability Columns will be further evaluated throughout this Plan. All manmade hazards and hazards in the Unlikely to Occur column will not be further evaluated in the Plan. Table 4.2 below identifies the hazards that will be addressed in the Plan throughout the planning process. Hazards were identified for this Plan in several ways including: observing development patterns, input from jurisdictions, public meetings, planning work sessions, previous disaster declarations, consulting the *State Hazard Mitigation Plan 2019* and research of the history of hazard occurrences located within Custer County.

Natural Hazards Categorized by Likelihood of Occurrence		
High Probability	Low Probability	Unlikely to Occur
Drought	Aircraft Accident	Avalanche
Extreme Cold	Biological	Coastal Storm
Extreme Heat	Civil Disorder	Hurricane
Flood	Dam Failure	Volcanic Ash
Freezing Rain/Sleet/Ice	Earthquake***	Volcanic Explosion
Hail	Ice Jam	Tsunami
Heavy Rain	Landslide	
Heavy Snow	Radiological	
Lightning	Tornado	
Rapid Snow Melt	***Earthquakes are marked with an asterisk because they occur but are so small that the effects are minimal. Thus, mitigation measures specifically for earthquakes are not a priority.	
Strong Winds		
Thunderstorm		
Transportation		

Community within the County				
Towns	Population	Location	Elevation	Occupied Units
Buffalo Gap	131	43° 29' 29" N, 103° 18' 46" W	3,266ft	74
Custer City	1,919	43° 45' 59" N, 103° 35' 55" W	5,323ft	922
Fairburn	60	43° 41' 09" N, 103° 12' 41" W	3,300ft	34
Hermosa	382	43° 50' 22" N, 103° 11' 27" W	3,328ft	154
Pringle	109	45° 36' 30" N, 103° 35' 37" W	4,891 ft	60

Table 4.5. Population, location, elevation, and occupied units for each of the adopting jurisdictions in Custer County. (Custer County, Google Earth Pro), U.S. Census Bureau Decennial Census 2020.

Additionally, the extent (i.e., magnitude or severity) of each hazard, information on previous occurrences of each hazard, and the probability of future events (i.e., chance or occurrence) for each hazard are addressed below. Due to the long listing of all hazard occurrences in the last 72 years, the complete history can be found in Appendix B.



DAM FAILURE

Dam Failure is usually associated with intense rainfall or a prolonged flood condition, but it can also occur in any weather condition. The future risk for Dam failure in Custer County is low. There are no known historical dam failure events in Custer County. Dam failure can be caused by a variety of sources including faulty design, construction and operational inadequacies, intentional breaches, or a flood event larger than the design. The greatest threat from dam failure is to people and property in areas immediately below the dam since flood discharges decrease as the flood wave moves downstream. In the Northern Great Plains, projected future weather patterns call for more intense rain events, which could lead to a higher risk of dam failure from flooding.²

The degree and extent of damage depend on the size of the dam and circumstances of the failure. A large dam failure might bring about considerable loss of property, destruction of cropland, roads, utilities, loss of income, environmental devastation, and even loss of life. Small dam failure can also have consequences such as a loss of irrigation water for a season and extreme financial hardship for many farmers.

South Dakota's Department of Agriculture and Natural Resources Water Rights Program provided an inventory of the dams which are large enough to fall under South Dakota's Safety of Dams Rules, see Appendix B. Custer County has a total of 32 dams identified by the Water Rights Program Dam Inventory. The National Inventory of Dams uses five classifications of hazard potential for dams: low, significant, high, undetermined, and not available (Table 4.6). Dams with a classification of high-risk are required to have inspections every five years.

National Inventory of Dams Classification Table			
Dam Hazard Potential Classification	Low Hazard	Significant Hazard	High Hazard
Loss of human life	None expected	None expected	Probable
Economic losses	Low and generally limited to owner	Yes	Yes (but not necessary for this classification)
Environmental damages	Low and generally limited to owner	Yes	Yes (but not necessary for this classification)
Lifeline interests impacted	No	Yes	Yes (but not necessary for this classification)

Table 4.6. Dam Hazard Potential Classifications. The table was taken from the National Inventory of Dams. (National Inventory of Dams, 2022. *Managing Dams*)

² USGCRP, *Climate Science Special Report: Fourth National Climate Assessment, Volume 1*.

Custer County Heat Factor: Heat risk over the next 30 years			
Risk Type	Definition	This year	+30 years
Heat Wave Likelihood	3+ or more days of temperatures feeling like 92°F or higher.	53%	79%
Health Caution Days	Feels like 90°F or higher can be physically hazardous, especially high-risk individuals.	17 days	26 days
Dangerous Days	Feels like 100°F or higher can be dangerous over a period of time.	1 day	2 days
Hot Days	Feels like 92°F or higher in Custer County.	7 days	17 days

Table 4.12 Heat Factor present and future risk for Custer County. Definitions and projects are specific to Custer County, SD. Risk Factor. 2022. Heat Factor

The location for extreme temperatures is not specifically identified by jurisdiction due to the vast area across South Dakota affected by extreme temperatures. Below is an example of events of extreme temperatures; a listing of all events can be found in Appendix B.

Significant Weather Events – Extreme Temperatures	
Historic	<ul style="list-style-type: none"> • 07/12/1954 – According to the <i>Custer County Comprehensive Plan</i> the temperatures reached 100 degrees. • 01/19/1963 – According to the <i>Custer County Comprehensive Plan</i> the temperatures reached -43 degrees. • 07/15/2006 - High pressure brought record heat to western South Dakota, with many locations setting all-time record high temperatures. The National Weather Service cooperative observer 8 miles north-northwest of Usta in Perkins County recorded a maximum temperature of 120 degrees on July 15th, which tied the previous all-time record high in South Dakota, first set on July 5th, 1936, in Gann Valley. A woman died of heat exhaustion while hiking in the Badlands National Park on July 16th. • 2006 – According to the <i>Custer County Comprehensive Plan</i> temperatures in Hermosa reached 111 degrees. • 12/16/2016 – Arctic air pushed into the area behind an existing storm system. High temperatures were below zero on the 17th, with temperatures dropping to 15 below to 35 below zero on the morning of the 18th. An official NWS cooperative observer in Hoover recorded a low temperature of 39 below zero on the morning of the 18th. Wind chill values were as low as 45 below zero across the area.
Since 2018	<ul style="list-style-type: none"> • 01/01/2018 - Bitterly cold air remained across the area into the beginning of the new year. Lows on New Year's Day morning ranged from 15 below to 35 below zero across much of the area, with some locations across northwestern South Dakota dropping to 35 below to 45 below. Wind chills were as low as 35 below to 50 below on the plains. Very cold conditions continued into the morning of January 2 across northwestern and west central South Dakota. • 02/14/2021 - An Arctic air mass settled over the Northern Plains for a prolonged period, producing bitterly cold temperatures and extremely low wind chills. Low temperatures were well below zero across the area, with wind chills as low as 35 below to 50 below zero.

Table 4.13 Significant weather events of extreme temperature in Custer County. Information provided by NOAA and Custer County Comprehensive Plan.

the next 100 years. This is attributed not only to the increase in precipitation but also to the increased urbanization of areas.²⁰

The use of *Riskfactor.com* can assist in projecting the future flooding risk of the County. The First Street Foundation Modeling method shows specific locations' risk of flooding from rain, rivers, tides, and storm surge. The model is comprised of decades of peer reviews, climatology models, hydrology, and statistics.²¹ Risk scores have five categories: minor, moderate, major, severe, and extreme. The scores are reflective of the weighted percentages of properties, facilities, and roads with operational risk at a given depth. The model also considers climate variations over time such as altered frequency and severity of weather events.²²

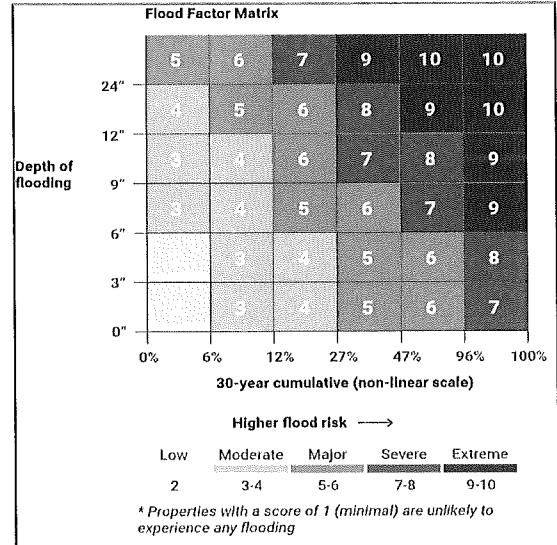


Figure 4.5. Flood factor matrix. The matrix shows the likelihood of flooding at different depth thresholds. (First Street Foundation. 2020. *First Street Foundation Flood Model 2020 Methodology Overview*).

Custer County Flood Factor: Flooding risk over the next 30 years	
Category Type	Risk
Overall, Custer County	Major
Residential	Major
Road	Major
Commercial	Major
Critical Infrastructure	Moderate
Social	Major

Table 4.15. Flood Factor Summary. Custer County, SD. (Risk Factor, 2022, Flood Factor).

The flood source area encompasses nearly all of north-central Custer County and Custer City. The principal water delivery systems include French Creek and the tributaries of North Fork, South Fork, Ruby Creek, Laughing Water Creek, Sidney Creek, and Willow Creek. Other tributaries are Grave Coolidge Creek and Battle Creek in eastern Custer County.

There have been limited accounts of significant impacts from flooding in the County. Custer City received flood damage from French Creek in 1999 and 2007, with the most recent event taking place in 2019. Hermosa has had flood events from Battle Creek twice in 1999, 2007, and 2008. The Dewey area of western Custer County experienced flooding in 2003 and 2008. The majority of the rural damages have been to state and county road systems.²³

After the August 2007 flood in Hermosa, the County spent over \$100,000 in mitigating damage to public roads to the west of Hermosa. Costs were associated with the rehabilitation of roadways, hardening with rock placement, and placement of gravel. No culverts were lost but many were plugged with materials washed from the roadway.²⁴

Areas that have experienced significant damage are near Custer City with the flooding of French Creek and areas near Hermosa from flooding of Battle Creek. Additionally, areas near Lame Johnny, Grace Coolidge Creeks also experience flooding. Custer County and Custer City worked

²⁰ State of South Dakota Hazard Mitigation Plan. 2019

²¹ First Street Foundation. *First Street Foundation Flood Model 2020 Methodology Overview*

²² Risk Factor. *Community methodology – Is your community at risk of flooding? 2022.*

²³ Custer County Pre-Disaster Mitigation Plan. 2018.

²⁴ Ibid. *Custer County Pre-Disaster Mitigation Plan.*

south of Mineral Dr. and Granite Heights Dr. The analysis suggested that a larger culvert was needed in this location²⁹. There is a privately owned piping infrastructure that is buried on top of the culvers that would need to be relocated before the larger culverts could be installed.

There are also at least two locations believed to have exposed piping that runs across French Creek, which are known to act as debris catchers during flooding events. Custer City owns one and a private sanitary district owns the other. The exposed pipes have the potential risk of being damaged causing a loss of services to users.

County Road 7-11 has areas that have occasional flooding. It was explained by the County's Highway department that there are several concerns when addressing this road. In recent years the road has seen an increase in traffic. This is believed to be caused by digital mapping services suggesting this road as a faster route to Custer State Park. The road also runs alongside environmentally sensitive areas used for trout spawning.

The Highland's Volunteer Fire Department identified areas near the fire hall, a low-laying area, located at 4S1ES21, that experiences flooding. While the Fire Hall building has not experienced flooding, the road going north and south has had flash flooding conditions. The VFD stressed that in the event both the north and south parts of the road flooded, they would be unable to respond to calls. The flooding has been known to last for several hours before receding. The County Highway Department explained that due to the topography and the way drainage comes into the area, there are no feasible solutions to addressing the road. A possible solution would be to relocate the fire hall.

Wildfires are a major concern for Custer County. Wildfires can change the landscape and cause an increase in flooding. The stakeholders meeting revealed that the Legion Lake Fire that occurred in December 2017, has caused the hydrology of the area to change. The fire spread to Custer State Park, Wind Cave National, and private land. It is unknown if the changes in hydrology are causing damage to infrastructure or structures that previously would not have been subject to flooding on private property. Custer State Park explained that after the fire areas were having flooding issues that hadn't before. Lame Johnny Rd ended up being elevated, new culverts were added, and ditches were expanded. The Loop Rd in the park had also seen some flooding, and ditches were cleaned out. The Park explains that after these mitigation measures were done, they haven't seen additional flood issues in these areas.

Significant Weather Events – Flash Flood	
Historic	<ul style="list-style-type: none"> • 06/1972 - Battle Creek has had several flooding events. The greatest was during the Northern Black Hill flood of June 1972. Rapid Creek in Rapid City registered a stream flow of 50,000cfs (cubic feet per second) at the height of the flooding. The same event produced very strong thunderstorms near Hermosa. Stream gages on Battle Creek recorded a flow of 21,200cfs. This is ten times the discharge as was recorded in other years. The USGS reported that Battle Creek had flow of 2,950cfs in 1952 and 2,400cfs in 1995. They reported eight flood events between 1950-2005³⁰. • 08/07/1999 - Nearly stationary thunderstorms produced from 3 to 7 inches of rainfall in the French Creek basin. This water inundated French Creek which flows through Custer and considerable damage occurred to county roads and portions of the city of Custer. Over one dozen evacuations were ordered. One major result of the flooding was the contamination of the waste treatment plant which took in 2.9 million gallons of water in 48 hours, and it can normally handle just 500,000 gallons of water a day. The newly completed city baseball park was also completely flooded. Between the city of Custer and the state highway department, damage estimates to streets, bridges, highways, and buildings were approximately \$115,000. There has been no estimate so far of damage to private property, but numerous homes had up to 3 to 4 inches of water in their basements. • 05/06/2005 - Five inches of rain fell in a one-and-a-half-hour period during the evening over Beaver Creek, just west of Buffalo Gap. The creek flooded Custer County highway 101 in

²⁹ Brosz Engineering. 2021

³⁰ Custer County Pre-Disaster Mitigation Plan 2018.

	<p>several places and eroded the road near a large culvert, making it unpassable to traffic. Water height was estimated at 8 feet from evidence on large cottonwood trees. The water continued downstream and caused flooding along other county roads. The stream gage on Beaver Creek southeast of Buffalo Gap registered a peak stage of 7.66 feet at 230 am MDT (flood stage is 6.0). Large amounts of small hail, piled up to 2 feet deep, also occurred with the storm, causing a van to slide off South Dakota highway 79 just south of the Custer-Fall River county line. The van slid into a ditch, which filled with water due to a culvert plugged with debris and hail. Only 3 inches of the top of the van remained above water, but none of the occupants were injured.</p> <ul style="list-style-type: none"> • 08/17/2007 - A heavy rain estimated at four to six inches fell west of Hermosa between 6 pm and 8 pm MST. Battle and Grace Coolidge Creeks overflowed their banks and several dry canyons filled with water and drained into the creeks. State highways 40 and 36 were flooded in numerous spots. A river gauge on Battle Creek just east of Hermosa crested at 14.91 feet at 9 pm, rising from 2.63 ft at 7:30 pm and above the flood stage of 8.0 feet. About six inches of water covered Highway 79 at the Battle Creek bridge. A railroad bridge about 3/4 mile downstream became clogged with debris and water rose behind the embankment and flooded six homes. At about 8:30 pm MST, a section of the embankment failed, flooding a new subdivision on the other side. All of the approximately 20 houses were damaged; three homes were washed off their foundations, and one of those houses was carried a half a mile east of the subdivision by the flowing water. There were no injuries. • 05/23/2008 - Heavy rain caused flooding in Hermosa, Custer, and Custer State Park. Minor flooding was observed along Grace Coolidge Creek in Custer State Park. Battle Creek at Hermosa crested at 10.0 feet, two feet over flood stage of 8.0 feet. • 05/24/2010 - Flooding was reported along streams in eastern Custer County foothills including Iron Creek, Battle Creek, Grace Coolidge Creek, Lame Johnny Creek, French Creek, and Beaver Creek. Several county roads were damaged from the flooding.
<p>Since 2018</p>	<ul style="list-style-type: none"> • 08/02/2019 - Significant flooding occurred on French Creek from the Custer Limestone area downstream to Stockade Lake, including the City of Custer. Several smaller tributaries into French Creek, including Ruby Creek, also flooded. Flash flooding inundated Custer Limestone Road just east of the intersection of Forest Service 284 and Forest Service 285, French Creek Road at Hoover Court, Highway 16, Highway 16A, Highway 89, Custer Street, South 4th Street, French Creek Drive, Gordon Street, 7th Street, 8th Street, Washington Street, Sidney Park, Granite Valley Drive, and Iron Creek Road. Several homes and businesses were also flooded. \$1,000,000 was damages were reported³¹. It was reported that 717 customers in the Custer area were without power due to the flooding. The heavy rain prompted evacuations in Custer City and surrounding areas³². • 06/25/2020 - A severe thunderstorm developed in the Custer area and remained nearly stationary for close to an hour and a half. The storm produced a lot of hail around quarter size, which accumulated six inches deep in some areas. The large amounts of hail and heavy rain also caused flash flooding on the east side of Custer.

Table 4.16 Significant weather events of flooding in Custer County. Information provided by NOAA and Custer County Comprehensive Plan.

³¹NOAA: National Centers for Environmental Information. (2020). *Storm Events Database*

³²NewsCenter1. 2019. *Power restored to Custer area after flooding causes power outage.*

entirely grazing lands. County also expressed that they were unaware of any landslide/sloughing issues with any of the County’s roads, aside from issues on SD HWY 36. South Dakota Department of Transportation provided information on a slide repair that occurred in 2019 at SD36 approximately four miles west of the junction with SD79. The background:

The backslope at this location was steepened in 2001 to accommodate a wider section of highway. Above the backslope surface moisture has been able to penetrate the backslope material. The elevated moisture content in the backslope material combined with a steepened backslope has produced the instability.

The *State of South Dakota Hazard Mitigation Plan* shows areas in Custer which have the potential risk of subsidence due to rock formations such as gypsum or carbonates.³⁷ However, the County and stakeholders explained that there haven’t been any known issues but did acknowledge that there is gypsum in the southwest corner of the county.

Expansive soils, mainly consisting of clays, are susceptible to swelling and shrinkage due to changes in soil moisture³⁸. Expansive soils are present in all states in the United States and can cause billions of dollars of damage each year.³⁹ The clays expansive nature can cause permanent damage to structures and infrastructure over time, potentially causing troublesome to dangerous situations.⁴⁰ The County said that they have not seen any issues with expansive soils. The town of Hermosa has issues with unstable shale within and near city limits.

Significant Events – Geological	
Historic	<ul style="list-style-type: none"> • 12/30/1924 – Four earthquakes were recorded at (43.5, -103.5), the record shows the earthquakes happened five minutes apart starting at 10:10pm. The magnitude was recorded at 4, with each earthquake having an intensity of 4. • 10/30/1936 – An earthquake with an intensity of 4 was recorded at (43.5, -103.5) • 05/25/1941 – An earthquake was reported with an intensity of 5, magnitude of 4 at (43.5, 103.5) • 05/15/1943 – Earthquake occurred at (43.5, -103.5) with an intensity of 4, no magnitude recorded. • 03/24/1964 – An earthquake was reported at (43.5, -103.5) with an intensity of 5, magnitude of 3.7. • 01/05/1964 – An earthquake was reported at (43.6, -104) with intensity of 3, magnitude of 2.8 • 12/12/2013 – An earthquake with an intensity of 4, magnitude of 3.5 was recorded at (43.8, -103.32)
Since 2018	<ul style="list-style-type: none"> • NA

Table 4.18. Significant weather events of earthquakes in Custer County. Information provided by South Dakota Geological Survey.

HIGH/SEVERE WIND

Future Hazard Probability	
Event Type	High Wind
Number of historical events	80
Number of years with events	25
Years of recorded data	25 years (1996-2021)
Possible number of days with event per year	3.2

³⁷ *State of South Dakota Hazard Mitigation Plan*. 2019

³⁸ Cuelho, Eil, & Michelle Akin. *Mitigation of Expansive Soils in South Dakota Study SD2014-13 Final Report*

³⁹ Ibid. *State of South Dakota Hazard Mitigation Plan*.

⁴⁰ Ibid. Cuelho, Eil, & Michelle Akin.

Custer County faces two types of wildfire threats: forest fires from the Black Hills Forest and prairie fires. The Wildland Urban-Interface (WUI) is a set of conditions that exist when structures and other human development meet or intermingle with wildland or vegetative fuels. South Dakota is estimated to have anywhere between 15.1%-30% of homes in the WUI relative to total houses in the state.⁶⁵ The WUI map, Figure 4.10, was created by a methodology of Microsoft data set accessed in 2019, using 0.3m resolution high-resolution satellite images of building footprints taken from Bing Maps and the 2016 National Land Cover Dataset. The figure shows the WUI with neighborhood radii: 500m.⁶⁶

The *Custer County Community Wildfire Protection Plan* addressed at-risk communities. The criteria to be “at-risk” are meeting the definition of a wildland/urban interface community, containing an environment that will support a large-scale wildland fire, and involving a significant threat to human life or property. The communities of Custer City, town of Hermosa, town of Pringle, Dewey, Argyle, and Custer Highlands meet the criteria of an at-risk community.⁶⁷ Custer County's *Community Wildfire Protection Plan 2006* is considered to be outdated by the USFS to be used for viable projects. The County is currently working with the Bureau of Land Management to secure funding to update the County's Plan.

As structure density increases in an area, consideration must be given not only to the natural vegetation but also to urban fuels. For example, homes are urban fuels and would contribute to fire intensity if ignited. Firewise practices and procedures can greatly reduce structural ignitability by interrupting fire spread and reducing receptive fuel beds in and around structures. The new cohesive strategy suggests that land managers focus on three major items: landscape restoration, fire adaptive communities, and response to wildfire.⁶⁸

Survivable space around structures is very important when mitigating the risk of wildfire. Building materials, topography, types of vegetation, and fuel loads are key considerations when determining how much survivable space is required. Effective survivable space varies from 30-200ft. around a structure and provides firefighters working room to safely perform suppression activities. Structures that are built on steeper slopes require more survivable space on the down-slope side. Documented scientific research from the Missoula Fire Sciences Laboratory indicates structures that are 100ft. or more from high-intensity crown fire normally do not ignite from the radiant or convective heat. Usually, small things that people overlook can cause the initial ignition of the structure. Survivable space needs to be maintained such that it will not support high-intensity crown fire that may ignite a structure. Ladder fuels need to be removed to lower the possibility of fire spreading into the canopy from the ground. Not only is there a danger of a fire approaching from outside an area but there is also the danger of a fire starting within the survivable space and spreading outward. Fuel modification within survivable space can also reduce the threat to the surrounding forest. Fire-resistant vegetation is an efficient way to reduce fire intensities. Hardwood and deciduous types of vegetation are good ways to provide safety while providing pleasing aesthetic value. Natural barriers such as rock walls, gravel, and other fuel breaks also help reduce the spread of fire.⁶⁹

Structures situated in prairie areas also need to consider the hazards associated with fuels such as cured grasses. Mitigation efforts could include graveled driveways and/or disking fuel breaks. Rock, gravel, or cultivation flowerbeds are also efficient fuel breaks. A fuel break adjacent to a structure will break the continuity and reduce the change of fire spreading to and igniting the structure.⁷⁰

The topography of an area will influence fire and must be considered when mitigating the threat. The shape of the county can influence the intensity and spread of wildland fires. Slopes with south

⁶⁵ U.S. Fire Administration. 2022. *What is the WUI?*

⁶⁶ Carlson, Amanda R, et. al. 2022

⁶⁷ *Custer County Pre-Disaster Mitigation Plan*. 2018.

⁶⁸ *Ibid. Custer County Pre-Disaster Mitigation Plan*.

⁶⁹ *Ibid. Custer County Pre-Disaster Mitigation Plan*.

⁷⁰ *Ibid. Custer County Pre-Disaster Mitigation Plan*.

NFIP: [§201.6(c)(2)(ii)]

Approximately 1.6% of Custer County is located within the floodplain. Currently 28 properties in unincorporated Custer County, 6 in Custer City, and 16 in Hermosa participate in the NFIP program. Communities are encouraged to participate in the National Flood Insurance Program.

CRS Program:

Neither Custer County nor any of the jurisdictions within participate in the CRS program.

Other mitigation activities have included:

1. In 2021, two homes in Custer City were removed from the floodplain. Both homes had received damage from flooding in the past. The houses were purchased, demolished, and the land was converted to open space. The project was funded through a Pre-Disaster Mitigation Grant through FEMA.

Custer County Comprehensive Plan

Policy 4.1.5: Preserve areas designated as floodway by the Federal Emergency Management Agency (FEMA) as undeveloped unless development is in accordance with *Ordinance #6 Flood Damage Prevention Ordinance*.

2. The Town of Hermosa provides a narrative on their website when and why a Floodplain Development Permits is required.
3. Custer County's website links to *www.floodsmart.gov* to help educate the public on flooding, such as steps to prepare for flooding.

Custer County's Floodplain Ordinance 6 restricts development in special floodplain hazard areas. Any development or construction in these areas must follow strict guidelines and be signed off by the Floodplain Administrator. All building permits are checked to see if the area for the permit is located in a floodplain.

**Custer County's Ordinance Number 2
Regulations for the Subdivisions and Use of Land:**

1. The Planning Commission may require a drainage plan for any proposed subdivision. Adequate provision shall be made within each subdivision to provide for needed drainage facilities, and this provision shall account for the ultimate development within the tributary area.
2. A storm sewer plan shall be prepared prior to other utility plans. These plans shall give preferential engineering considerations to gravity flow improvements.
3. Off-premises drainage easements and improvements shall be designed to provide for subdivision runoff into a natural channel.
4. Low areas subject to periodic inundation or that fall within an area of special flood hazard as identified by FEMA, shall not be developed until evidence is provided to the Planning Commission that:
 - a. The nature of the land use will not impede surface water runoff and that the land will not be subject to appreciable damage by inundation.
 - b. The area may be filled or improved in such a manner as to prevent such periodic inundation, provided that such fill does not retard the flow of surface waters or result in the increase of water level endangering life and property of others.
 - c. Lowest flood elevations will be established to prevent damage to any structures.
 - d. High-density subdivisions intended for residential dwellings, public buildings, commercial enterprises, or industrial use, and not located within one-half (1/2) mile of a public sanitary sewer system, shall have an acceptable wastewater disposal plan. All plans for wastewater disposal are the responsibility of the subdivider and shall conform to the requirements of the Planning Commission and/or the Board, and

Headwater’s *Populations at Risk* report explained that minority populations tend to have more vulnerability to disasters and extreme temperatures. Barriers in language, culture, quality of housing, community isolation, and housing patterns can attribute to these vulnerabilities. Natural disasters can result in negative impacts on the environment, which can lead to situations that can affect the health of the population. Some races have an increased risk of poorer health outcomes.¹⁰²

Custer County has roughly 19.8% of housing that is classified as mobile homes, compared to the national percentage of 5.4%. Headwater Economics reports that mobile homes are more susceptible to damage and injury caused by extreme weather events.

Custer County has a large influx of visitors, especially from May thru September.¹⁰³ Tourist locations in Custer County include Custer State Park, Black Hills National Forest, Buffalo Gap National Grasslands, Jewel Cave National Park, Wind Cave National Park, and the Crazy Horse Monument. The South Dakota Department of Tourism was consulted for the estimated visitation numbers. The Department of Tourism responded it is difficult to estimate but using a few different methods can provide a rough number. Data from 2021, a third-party company that observed 11% of mobile devices county-wide estimates that roughly 800,000 visitors in the areas of Custer State Park and Custer City would fit the criteria of a visitor. Game, Fish & Parks reported roughly 2.3 million visitors. The Department of Tourism feels the actual number is most likely somewhere between these two counts. Seasonal visitors can also be vulnerable during hazard events, such as lack of adequate shelter, unfamiliarity with the area, limited mobility, etc.

ADDRESSING VULNERABILITY: REPETITIVE LOSS PROPERTIES

Requirement §201.6(c)(2)(ii): [The risk assessment] must also address National Flood Insurance Program (NFIP) insured structures that have been repetitively damaged by floods.

Repetitive loss properties are those for which two or more losses of at least \$1,000 each have been paid under the National Flood Insurance Program (NFIP) within any 10-year period since 1978. The State NFIP Coordinator provided information. As of October 2022, the following NFIP participants can be found on Table 4.37. There were no repetitive losses reported for Custer County or any jurisdictions. FEMA’s new database does not provide specific addresses anymore, so the data only shows grand totals by county and jurisdiction. The list that was provided lists the County and each jurisdiction’s participants and total losses paid out.

NFIP Participants Policy Information					
Community Name	Current NFIP Policies	Number of Losses	Total Losses Paid	Flood Insurance Coverage	Repetitive Loss Properties
Unincorporated Areas	28	30	\$475,213.91	\$6,372,900	0
Custer City	6	12	\$44,714.76	\$2,009,000	0
Hermosa	16	9	\$125,589.81	\$2,808,600	0
Totals	50	51	\$645,518.48	\$11,190,500	0

Table 4.37 NFIP participants information for policies in force, insurance, no. of paid losses total losses paid and repetitive losses, October 2022.. Communities: Buffalo Gap, Fairburn, and Pringle do not participate in the NFIP program.

ASSESSING VULNERABILITY: IDENTIFYING STRUCTURES

Requirement §201.6(c)(2)(ii)(A): The plan should describe vulnerability in terms of the types and numbers of existing and future buildings, infrastructure, and critical facilities located in the identified hazard area...

One of the purposes of this Plan is identifying critical facilities and determining to what extent these structures are vulnerable to natural hazards. In the event of a disaster, Custer County and participating entities want to ensure they have the ability to prevent further loss of life by generator

¹⁰² Ibid. Headwater Economics.

¹⁰³ Custer County Comprehensive Plan. 2008

Town of Fairburn Inventory Assets										
Name of Asset	Critical Facility	Vulnerable Pop.	Economic	Historic	Size (sq ft)	Replacement Value	Content Value	Function Use	Capacity/ Occupancy	
Fairburn Fire Hall (VFD)	✓				-	-	-	-	-	
Civic Center/Town Hall	✓				-	-	-	-	-	
Post Office	✓				-	-	-	-	-	
Community Center	✓				-	-	-	-	-	
Museum				✓	-	-	-	-	-	
Church	✓				-	-	-	-	-	

Table 4.41 Critical infrastructure for Town of Fairburn as of 2022. Information was provided by Fairburn.

Town of Hermosa Inventory Assets										
Name of Asset	Critical Facility	Vulnerable Pop.	Economic	Historic	Size (sq ft)	Replacement Value	Content Value	Function Use	Capacity/ Occupancy	
Town Hall (Library, Emergency Shelter & Food Bank)	✓	✓			2,080	\$583,200	-	Meeting, emergency shelter provides food	-	
Garage/Rental	✓		✓		1,260	\$47,760	-	Rental income	-	
Pump House – 2 Upper and Lower	✓	✓			206/132	\$97,850/ \$44,00	-	Supplies water for the community	-	
Water Tower-2 Upper and Lower	✓	✓				\$367,180/ \$627,875	-	Supplies water for the community	-	
Water Treatment	✓	✓			3 cells	31,000 (valve) 13,000 (coolant)	-	Supplies safe water for the community	-	
Well and Pump – 2 Upper and Lower	✓	✓			-	\$130,478/ \$130,478	-	Supplies water for the community	-	
Storage Building					22,831	\$39,000	-	Misc storage	-	

Booster Station	✓	✓		100	\$50,200	-	Provides a means for sewer to get to lagoon	-
Fencing at Two Water Tanks Upper and Lower				891	\$17,875	-	Safety	-
Emergency Warning Sirens East & West	✓	✓		-	\$45,660/ \$45,660	-	Notification for citizens	-
Fencing at Lower Pump				963	\$5,000	-	Safety	-
Fencing at Lagoon				1,920	\$26,800	-	Safety	-
Storage Shed at Tower				99	\$4,280	-	-	-
Heartland Hair			✓	-	-	-	Hair Salon	-
Custer County Fairgrounds	✓	✓		-	-	-	Provides emergency shelter for livestock & meal for displaced	-
Pops Grocery	✓	✓	✓	-	-	-	Grocery store	-
Hermosa Community Center			✓	-	-	-	Game room	-
Hermosa Arts & History Association			✓	-	-	-	Historic preservation of community history	-
United Church of Christ				-	-	-	Church	-
Masonic Temple				-	-	-	Masons meeting building	-
Hermosa Post Office	✓	✓		-	-	-	Post office	-
Hermosa Coffee House			✓	-	-	-	Coffee shop	-
Our Saviors Lutheran Church				-	-	-	Church	-
Hermosa School	✓	✓		-	-	-	Education	-
Corner Pantry Truck Stop	✓	✓		-	-	-	Fuel, gas	-
Nelsons Oil	✓	✓		-	-	-	Propane	-
Fire Department	✓	✓		-	-	-	Safety from fire	-
Farmhouse Vintage Designs			✓	-	-	-	Store	-
Roys Twin Screen			✓	-	-	-	Seasonal outdoor movie theater	-
So. Hills Campground		✓	✓	-	-	-	Seasonal campground	-
Lazy R		✓	✓	-	-	-	Food & Lounge	-
Dollar General	✓	✓	✓	-	-	-	Store, grocery, clothing, blankets, emergency necessities	-
Walnut Grove Storage			✓	-	-	-	Personal storage	-
Ferguson Subdivision		✓		-	-	-	Residential Homes	-
Walnut Grove Mobile Home Park		✓		-	-	-	-	-
G&G Subdivision		✓		-	-	-	-	-
Hermosa Res. N of Main		✓		-	-	-	-	-

Hermosa Res. S of Main		✓				-	-	-	-
Hermosa Res. S. of Manning		✓				-	-	-	-
Taz Court		✓				-	-	-	-
Hermosa Hills Subdivision		✓				-	-	-	-

Table 4.42 Critical infrastructure for Town of Hermosa as of 2022. Information was provided by Hermosa.

Town of Pringle Inventory Assets									
Name of Asset	Critical Facility	Vulnerable Pop.	Economic	Historic	Size (sq ft)	Replacement Value	Content Value	Function Use	Capacity/ Occupancy
Pringle VFD	✓				-	-	-	-	-
Water Tower	✓				-	-	-	-	-
Community Center	✓				-	-	-	-	-
Golden West Utilities Building	✓				-	-	-	-	-
Electric Substation	✓				-	-	-	-	-

Table 4.43 Critical infrastructure for Town of Pringle as of 2022. Information was provided by Pringle.

Government	8	-
Education	2	-
Utilities	2	-
Total		

Table 4.46. Estimated dollar losses to vulnerable structures in Custer City. The number of structures is unknown, the number in the county shows the number of sites with at least one structure on the property. Data for current value of structures for different hazards was unavailable.

Fairburn		
Estimated Potential Dollar Losses to Vulnerable Structures		
Type of Structure	Number of Sites	Value of Structures
Residential	76	\$2,915,634
Commercial	3	\$16,837
Agricultural	1	\$950
Religious	1	-
Tax Exempt	2	-
Utilities	1	-
Total		

Table 4.47. Estimated dollar losses to vulnerable structures in Fairburn. The number of structures is unknown, the number in the county shows the number of sites with at least one structure on the property. Data for current value of structures for different hazards was unavailable.

Hermosa		
Estimated Potential Dollar Losses to Vulnerable Structures		
Type of Structure	Number of Sites	Value of Structures
Residential	301	\$21,535,234
Commercial	21	\$3,867,833
Agricultural	-	-
Religious	3	-
Government	4	-
Education	1	-
Total		

Table 4.48. Estimated dollar losses to vulnerable structures in Hermosa. The number of structures is unknown, the number in the county shows the number of sites with at least one structure on the property. Data for current value of structures for different hazards was unavailable.

Pringle		
Estimated Potential Dollar Losses to Vulnerable Structures		
Type of Structure	Number of Sites	Value of Structures
Residential	114	\$3,610,331
Commercial	10	\$608,409
Religious	1	-
Government	1	-
Utilities	2	-
Total		

Table 4.49. Estimated dollar losses to vulnerable structures in Pringle. The number of structures is unknown, the number in the county shows the number of sites with at least one structure on the property. Data for current value of structures for different hazards was unavailable.

ASSESSING VULNERABILITY: ANALYZING DEVELOPMENT TRENDS

Requirement §201.6(c)(2)(ii)(C): [The plan should describe vulnerability in terms of] providing a general description of land uses and development trends within the community so that mitigation options can be considered in future land use decisions.

The land use and development trends for each jurisdiction were identified by representatives from each of the jurisdictions. To help look at the development trends the County and the jurisdictions were asked to provide information on building permits in the last five years for new structures. Those

Policy 2.1.3: Promote residential development densities that are reflective of the carrying capacity of the County's transportation infrastructure.

Policy 4.1.1: Promote development strategies that help protect and sustain the regional water supply.

Policy 4.1.5: Preserve areas designated as floodway by the Federal Emergency Management Agency (FEMA) as undeveloped unless development is in accordance with *Ordinance #6 Flood Damage Prevention Ordinance*.

Policy 5.1.3: Encourage standards of construction to be the latest applicable State recommended building code.

Policy 6.1.3: Promote locational criteria for employment-generating development based on availability of appropriate services (highway access, water, sewer, emergency services, etc.)

The town of Buffalo Gap does not require building permits. From 2010 to 2020 census data shows a 4% increase for the town of Buffalo Gap. The Town explained that most development has been seen around the rodeo grounds, just outside of city limits. There have been some mobile homes that have been moved into town.

Custer City makes up 23% of the total population of Custer County. The city of Custer has seen a 7% decrease in population from 2010-2020. However, the City feels this number to be inaccurate. In the last five years there have been a total of 40 permits issued for new residential and commercial construction in the last five years. The City explained the city of Custer has seen expansion related to people moving to rural locations in an increasing number and the City is growing by expanding outward. There has been an increase in housing developments within and along the outskirts of the City. The City continues to upgrade the infrastructure to meet the needs of residents. Since the previous Plan, the city of Custer updated its comprehensive plan, including an updated land-use map. Custer City has a 3-miles extraterritorial jurisdiction. However, it was explained by the County that there is currently no policy agreement in place. The City also has adopted a floodplain ordinance. Per Ordinance 15.16.041, designates the community development director as the floodplain administrator. The City's Planning Administrator fills this role.

Custer City: Climate and Geographic Design Criteria	
Ground Snow Load	40 psf
Wind Design/Speed (mph)	115
Seismic Design Cat.	A
Subject to Damage From	
Weathering	Moderate
Frost Line Depth	48"
Termite	Slight to Moderate
Winter Design Temp	-7
Ice Barrier Underlayment Req.	Yes
Flood Hazards	NFIP
Air Freezing Index	2000
Mean Annual Temp (Fahrenheit)	41°F

Table 4.50. Custer City, SD Climate and Geographic Design Criteria (Ordinance 15.04.012 Amendments to the International Residential Code).

Custer City has adopted certain codes from 2018 International Residential Code for one- and two-family dwellings ch. 1-24, 44 and appendices E, H, J, and Q; the 2018 International Building Code and appendices C, G, I and J; 2018 International Fire Code, 2018 International Fuel Gas Code, 2018 International Existing Building Code, and the basic fire protection code of the State of South

development or growth within city limits and explained that development seems to be happening outside of the city limits about three-four miles outside of town.

UNIQUE OR VARIED RISK ASSESSMENT

Requirement §201.6(c)(2)(iii): For multi-jurisdictional plans, the risk assessment must assess each jurisdiction's risks where they vary from the risks facing the entire planning area.

After conducting the risk assessment for each jurisdiction, FIRM maps show some jurisdictions more prone to flooding than others. While all areas are susceptible to wildfire, historical fire data shows that those jurisdictions in close proximity to forest areas have a higher chance of wildfire. Summer storms can have a strong impact on the eastern portion of the county and the towns of Hermosa, Fairburn, and Buffalo Gap have had serious encounters due to their location on the front range of the Black Hills.¹¹⁶

To better examine the flood and wildfire risk in communities, Risk Factor was used as a reference. Risk Factor uses a First Street Foundation Modeling method which shows specific locations risk of flooding from rain, rivers, tides, and storm surge and wildfires. The model was created using decades of peer-reviews, climatology models, hydrology, and statistics¹¹⁷. Figure 4.5 shows the rating system for Flood Factor.

Risks evaluated are social, residential, commercial, infrastructure and roads. The overall rating ranges from minor, moderate, major, severe, and extreme. Wildfire community risk rating is the weighted number of properties/facilities with direct or indirect exposure to wildfires. Flooding risk is based on the likelihood of a building footprint being flooded. For the 30-year prediction the changing of climate is considered.¹¹⁸ The unique risk for each jurisdiction is listed below.

The First Street Foundation Wildfire Model was used to assist in determining the probability of a community's risk of being directly impacted by wildfire or indirectly impacted by embers. The risk rating incorporates the impacts wildfire can have on infrastructure, emergency services, transportation, businesses, and finances of homeowners. The risk is determined using a relative ranking ranging from minimal to extreme, Table 4.51 outlines the rating scale. The risk represents the weighted number of facilities/properties with direct or indirect exposure to wildfires. The change in risk also considers the projected change in weather patterns over the next 30 years.¹¹⁹

Fire Factor Rating System	
Risk Rating	% of properties with chance of burn over next 30 years
Minimal	Little to no risk
Minor	Less than 1%
Moderate	1-6%
Major	6-14%
Severe	14-26%
Extreme	More than 26%

Table 4.51. Fire Factor Summary. (Risk Factor, 2022. *How is my fire factor calculated?*)

Town of Buffalo Gap

Flooding can occasionally be an issue in Buffalo Gap, often caused by rapid snow melt or the flooding of Beave Creek. Beaver Creek enters the town of Buffalo Gap from the northwest. This stream has its origin near Custer and flows by the town of Pringle, through Wind Cave National

¹¹⁶ Custer County Pre-Disaster Mitigation Plan. 2018

¹¹⁷ First Street Foundation. *First Street Foundation Flood Model 2020 Methodology Overview*

¹¹⁸ Ibid. First Street Foundation.

¹¹⁹ Risk Factor, 2022

FAIRBURN, SD

WUI - 500m Neighborhood Radius

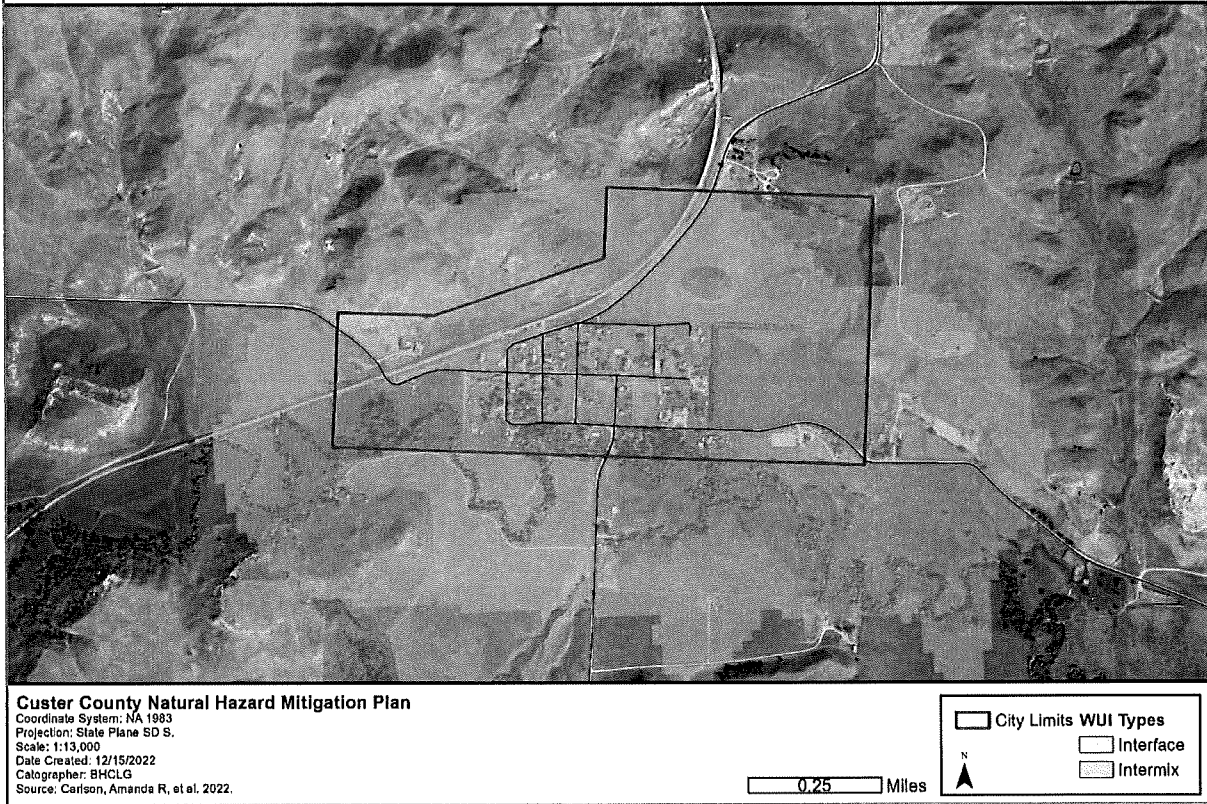


Figure 4.17. Fairburn WUI. 500m neighborhood radius WUI. (Amanda R, et al. 2022).

Town of Hermosa

The town of Hermosa has a Flood Insurance Rate Map (FIRM) that was identified and made effective on January 6, 2012. The FEMA FIRM shows that the majority of the flood areas are in the south and eastern part of town. A small part of northeast Hermosa is also designated a flood hazard. Topography and elevation have a very important effect upon stream flow drainage and low land flooding. The Town's comprehensive plan makes a recommendation for Hermosa to look into participating in FEMA's CRS program. The Town representative explained that the Town had done some research into the program and concluded that at the time they did not have the capacity to maintain with the program requirements.

Town of Hermosa Comprehensive Plan:

A possible non-structural option is for Hermosa to join FEMA's Community Rate System Program... Investigation of this program should be done in cooperation with the Custer County Office of Emergency Management as the benefits may extend beyond municipal limits.

Flood Factor: Flooding risk over the next 30 years	
Category Type	Risk
Overall, Hermosa	Minor
Residential	Minor
Road	Minor
Commercial	Minimal
Critical Infrastructure	Minimal
Social	Minimal

Table 4.58. Flood Factor Summary. Hermosa, SD. (Risk Factor, 2022, Flood Factor).

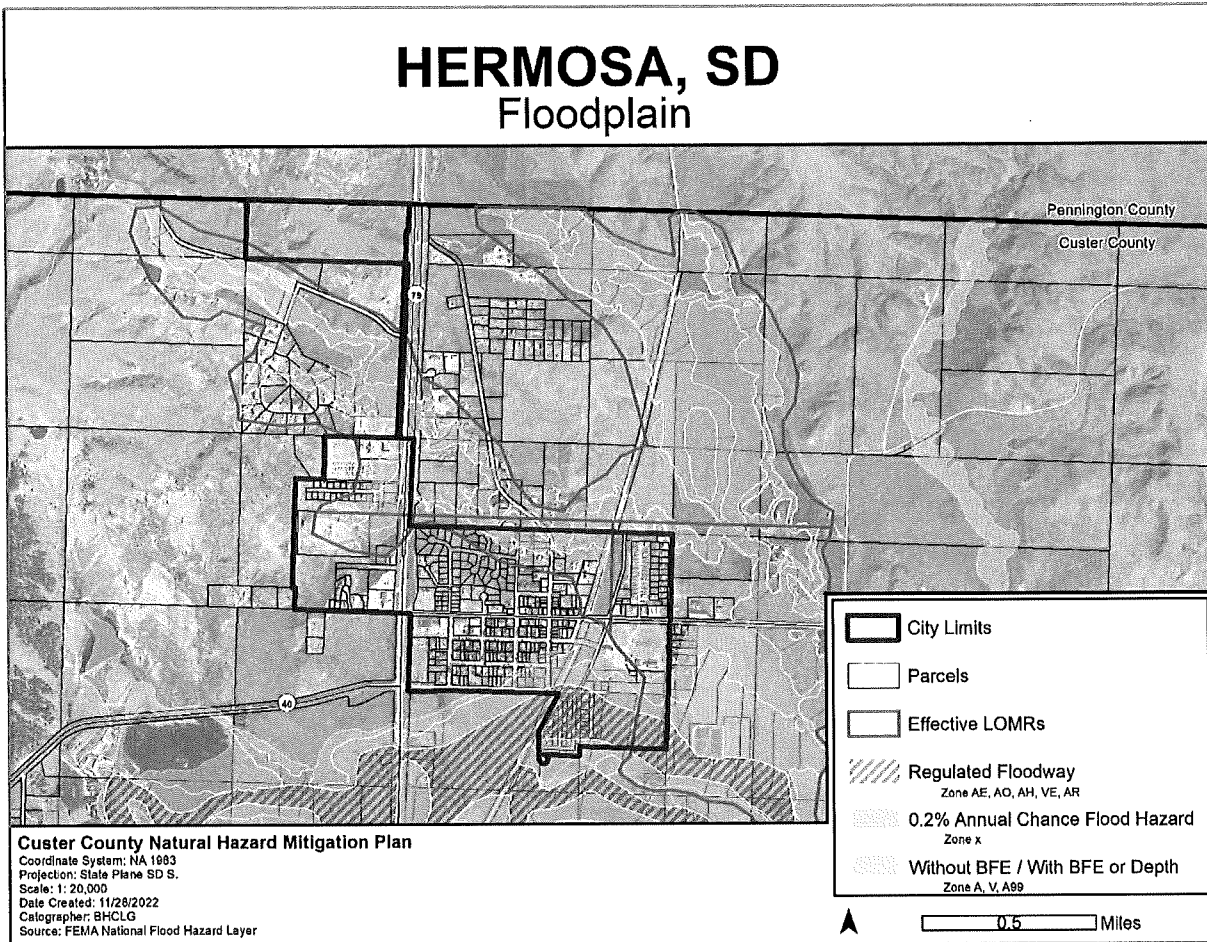


Figure 4.18. Hermosa floodplain. FEMA Flood Hazard Layer.

Battle Creek, a major drainage system, enters Hermosa from the southwest and meanders through the lower portion exiting from the east. The creek comes from the west and includes a drainage area of 178sqmi. Highway 79 and Highway 40 on the west side of Hermosa are at 3,390ft elevation. Highway 40 and DM&E railroad tracks on the east side of town are at 3,310ft elevation. Ferguson St. and Donna St. on the southeast side of town sit at 3,298ft. The highest point in Hermosa is listed as 3,400ft. There is a difference of approximately 100ft. elevation between the highest point and the lower end of Ferguson St.¹²⁷ The creek is approximately 680-750ft. from the Ferguson Subdivision to the east.¹²⁸

On August 17, 2007, Hermosa saw a major flooding event. Battle Creek saw 1in-3in of rainfall from roughly seven miles west of Hermosa into Hermosa, prompting a flash flood warning for the area. Rain events continued on from though most of the evening. It was estimated that Hermosa area saw 5in-7in of rainfall, which fell into Battle Creek and Grace Coolidge Creek.¹²⁹ It was recorded by the USGS the stream gage on Battle Creek showed a rise in water of 12ft in an hour and a half. It recorded a stream depth of 2.98ft and a crest recorded at 14.91ft. The flood stage is listed at 8ft with major flooding occurring at 13ft. The record stage for this gage system was 17.7ft.¹³⁰

The 2007 flood started in the southwestern portion of Hermosa closest to Battle Creek. The eastern part of Whitney St. [*lowest east-west street*], the southern parts of 2nd St. and 3rd St. [*lowest north-south streets*], and eastern Manning St [*one block above Whitney St.*] all sustained flood damage.

¹²⁷ Custer County Pre-Disaster Mitigation Plan. 2018

¹²⁸ *Ibid.* Custer County Pre-Disaster Mitigation Plan

¹²⁹ National Weather Service. (2022). *Hermosa, SD, Flash Flooding of August 17, 2007.*

¹³⁰ *Ibid.* Custer County Pre-Disaster Mitigation Plan.

There are only a few feet elevation difference between this housing area and Battle Creek under normal conditions. The impacted area is also fairly close to the DM&E (currently RCP&E) railroad grade.¹³¹

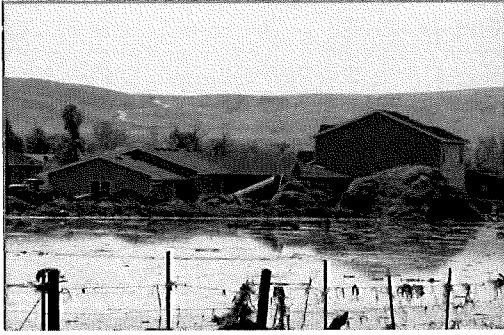


Image 4.6. Aftermath of Aug 2007 flood in Hermosa. Image provided by Town of Hermosa.

The most severe flood damage occurred on August 17, 2007. The National Weather Service in Rapid City estimated rainfall of 1-3in. along Battle Creek about seven miles west of Hermosa. This was followed by the possibility of another 3in. expected within 1-2 hours. Radar estimated that a 100sqmi. area received 2in. of rain and a 50sqmi area received 4-7in. Rain gages in Hermosa reported 8/10in. in about fifteen minutes. Another report from Hermosa recorded 5.5in. for the storm event. A rain gage in Ghost Canyon, west of Hermosa, recorded five inches of rain.¹³²

The sudden release of impounded flood water and debris created damage and destruction to several homes located on both sides of the railroad grade. Three houses were destroyed and at least 30 were flooded. This number was increased to 6-7 destroyed and 49 flooded after engineers did individual property surveys. One home on the west side of the railroad grade was destroyed but the majority of damage occurred on the east side. The house located on Ferguson St. and Donna St. of the Ferguson Subdivision in southeast Hermosa are a mixture of stick built and modular construction. Houses classified as uninhabitable mostly sustained a combination of foundation damage and severe water damage to the interior. The City explained, this subdivision is believed to not have basements, as it has always been in the floodplain. Flood damage to other houses varied from minor foundation repair to wet crawl and soaked insulation to interior flood and wall damage.¹³³

The Small Business Administration, at the request of state and local officials, made low interest loans available to homeowners and businesses. With fourteen homes loans totaling \$661,700, and three business loans totaling \$193,400.¹³⁴

Flood waters from Battle Creek generated a considerable amount of debris. Highway crews from the State of South Dakota and Custer County removed over 326 tons of debris within seven days of the event. Debris was removed from Highways 79, 40, and 36 as well as Lame Johnny Creek area and Ghost Canyon. Debris from the Ferguson Subdivision was also removed with state and local governments and National Guard manpower and equipment. In addition, Custer County Highway Department spent eleven days in conjunction with the West River Incident Management Team removing flood debris and transporting the material to the Rapid City Landfill.¹³⁵



Image 4.7. Aftermath of Aug 2007 flood in Hermosa. DM&E railroad system damage. Image provided by Town of Hermosa.

The DM&E railroad system was heavily damaged by Battle Creek. Water hit the railroad grade washing about 4ft. off the top of a 6ft. high bed. Water hit the railroad grade washing about 4ft. off the top of a 6-8ft. high embankment. Approximately ½ mile of rail system was damaged with about 1,000ft. of track washed off the top of the grade. A wooded trestle was severely damaged and had

¹³¹ Custer County Pre-Disaster Mitigation Plan. 2018

¹³² Ibid. Custer County Pre-Disaster Mitigation Plan

¹³³ Ibid. Custer County Pre-Disaster Mitigation Plan

¹³⁴ Ibid. Custer County Pre-Disaster Mitigation Plan

¹³⁵ Ibid. Custer County Pre-Disaster Mitigation Plan

to be replaced. This rail system carries daily traffic both ways and was out of service for about ten days. Cost of repair to damage was estimated at \$800,000.¹³⁶

In 2009, Ferber Engineering conducted a H&H study of the drainage of Billover Creek, Old Dairy tributary, and Battel Creek. The project included the creation of a master drainage plan and topographic modeling. It is believed that this study didn't encompass the entire town so additional analysis may be needed. During this update process the drainage plan was not available for review. In 2013, a Conditional Letter of Map Revision was accepted by FEMA.

The Town created the *Hermosa Emergency Shelter Management* pamphlet to help educate the public on preparedness for severe storms. The pamphlet provides information on basic steps to prepare for severe storms, and methods to stay informed about severe weather conditions. Hermosa has included this information on several occasions in their monthly newsletter, which circulates around 300 printed copies and 115 electronic copies. Information has also been distributed on Facebook, at City Hall, and local churches.

The Town's comprehensive plan also mentions that there are unstable shale soils in the area. Currently neither the town of Hermosa nor the County has documentation showing the exact locations of these shale soils. It is believed that there may be issues with these soils at the Hermosa Hills subdivision. The comprehensive plan recommends the discouragement of development in areas with these soil types.

Town of Hermosa Zoning Ordinance Chapter 155.37

Flood Way District:

- (A) This district is for the protection of drainage ways to permit the unimpeded flow of surface runoff without endangering life and health or causing property damage due to flooding. Specific uses and occupancies in the flood way district are governed by the Town of Hermosa Flood Plain Regulations, Chapter 151..
- (B) No building or development is allowed in the Flood Way.

Town of Hermosa Zoning Ordinance Chapter 154.39

- (A) The governing body may require a drainage plan for any proposed subdivision. Adequate provision shall be made within each subdivision to provide for needed drainage facilities, and these provisions shall account for the ultimate development within the tributary area.
- (B) A storm sewer plan shall be prepared prior to other utility plans. These plans shall give preferential engineering considerations to gravity flow improvements.
- (C) Off-premise drainage easement and improvements shall be designed to provide for subdivision runoff into a natural channel
- (D) Low areas subject to periodic inundation or that fall within an area of special flood hazards as identified by FEMA, shall not be developed until evidence is provided to the governing body that:
 - 1) The nature of the land use will not impede surface water runoff and that the land will not be subject to appreciable damage by inundation.
 - 2) he area may be filled or improved in a manner so as to prevent the periodic inundation, provided that the fill does not retard the flow of surface waters or result in the increase of water level endangering life and property of others;
 - 3) Base flood elevations shall be established where not delineated by FEMA flood insurance rate maps; and
 - 4) Lowest floor elevations will be established to prevent damage to any structures.
 - 5) The governing body may require additional engineering information if they deem it necessary to make decisions regarding areas of questionable drainage.

¹³⁶ Custer County Pre-Disaster Mitigation Plan. 2018

Like all jurisdictions Hermosa is also susceptible to wildfire. Several wildfires had the potential to pose a risk to the town of Hermosa, such as the Ghost Fire and the Agate Bed Fire. Shifts of strong winds can quickly change the direction of wildfires.

Fire Factor: Wildfire risk over the next 30 years	
Category Type	Risk
Overall, Hermosa	Extreme
Residential	Extreme
Commercial	Extreme
Critical Infrastructure	Severe
Social	Extreme

Table 4.59. Fire Risk Summary. Hermosa, SD. (Risk Factor. 2022. Fire Factor).

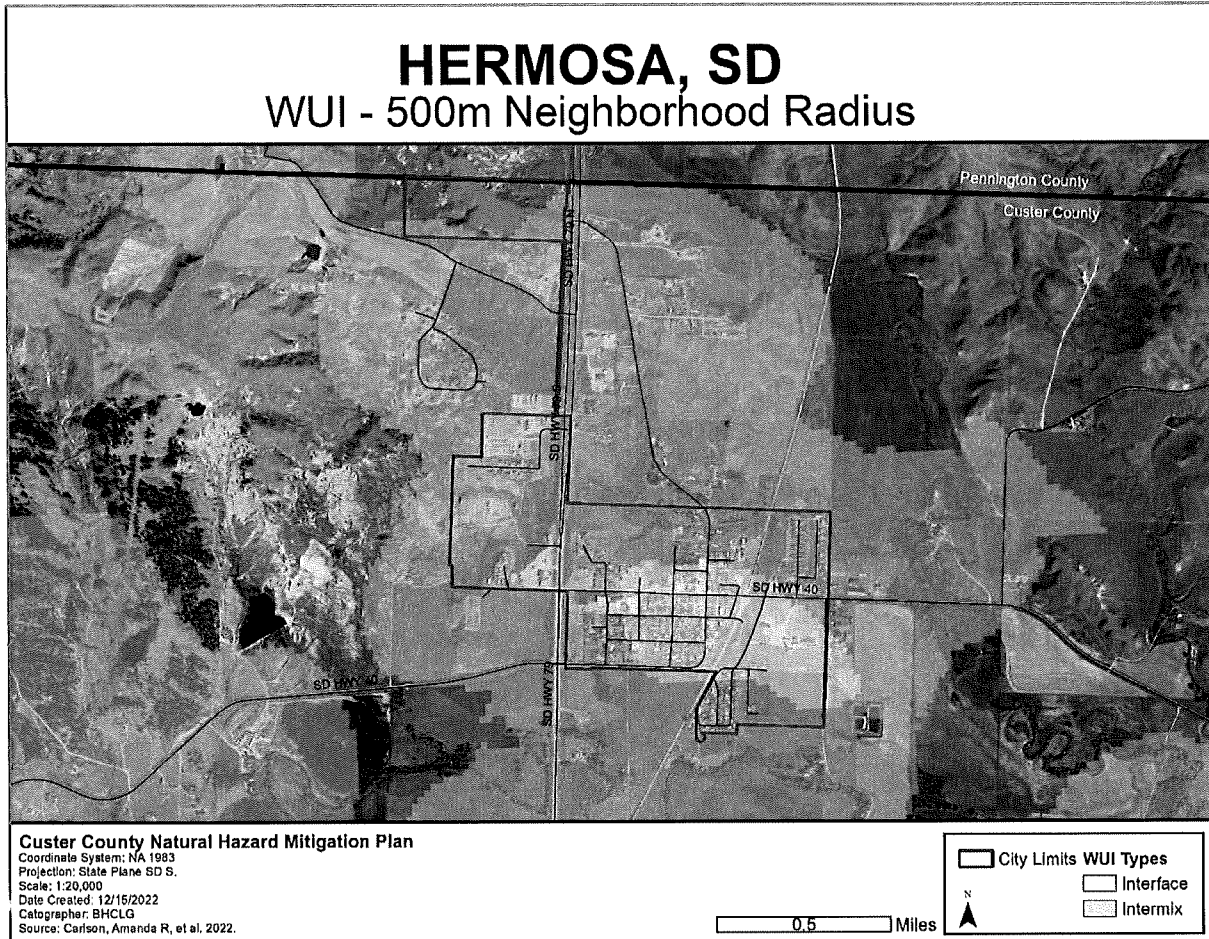


Figure 4.19. Hermosa WUI. 500m neighborhood radius WUI. (Amanda R, et al. 2022).

Project : Ensure siren coverage for the town of Fairburn

Priority	Funding Source	Timeframe	Oversight
High	Town	1-5 years	Town

Goal 3: Reduce the impact of wildfire on the community

Project 1: Continue enforcing fire restriction ordinance on open burning.

Priority	Funding Source	Timeframe	Oversight
High	NA	Ongoing	Town

Goal 4: Reduce impact of natural hazards in Fairburn

Project 1: Provide public information and education materials on personal safety.

Priority	Funding Source	Timeframe	Oversight
High	NA	Ongoing	Town

*Consider delivery methods that will reach vulnerable populations in the town. Work with Custer County in developing or obtaining public information materials.

Town of Hermosa

Goal 1: Reduce the impact of Flooding in the Town of Hermosa

Project 1: Acquire, relocate, or elevate flood prone properties and repetitive loss properties located in the floodway.

Priority	Funding Source	Timeframe	Oversight
High	Town; State; FEMA	2-10 years	Town

Project 2: Continue to enforce title XV Chapter 151: Flood Damage Prevention.

Priority	Funding Source	Timeframe	Oversight
High	NA	Ongoing	Town

Project 3: Conduct a Hydrologic and Hydraulic Study or Drainage Master Plan

Priority	Funding Source	Timeframe	Oversight
High	Town; State; FEMA	1-5 years	Town

*Hermosa has completed the *Hermosa Area Floodplain Enhancement Plan*; however the plan was unavailable for review at the time of writing this plan. It is believe that only certain sections of the City were included in this plan.

Project 4: Encourage the floodplain administrator to attend FEMA trainings for floodplain development.

Priority	Funding Source	Timeframe	Oversight
High	Town; State; FEMA	1-5 years	Town

*The Emergency Management Institute in Maryland offers weeklong training a few times a year. The State of South Dakota occasionally offers training opportunities.

Project 5: Consider enrolling in CRS program

Priority	Funding Source	Timeframe	Oversight
High	Town; State; FEMA	1-5 years	Town

*The town of Hermosa's Comprehensive Plan recommends the Town looks into the CRS program. At this time the Town

Goal 2: Reduce the impact of summer and winter storms in Hermosa

Project 1: Equip critical facilities with backup generators to ensure services can continue during power outages

Priority	Funding Source	Timeframe	Oversight
High	Town, State, Federal	1-5 years	Town

Project 2: Continue enforcement of building codes.

Priority	Funding Source	Timeframe	Oversight
High	Town resources, staff time	Ongoing	Town

Project 3: Work to ensure waring siren coverage as new development is added.

Priority	Funding Source	Timeframe	Oversight
High	Town	1-5 years	Town

Project : Evaluate the need for a saferoom to be used as shelter against tornados

Priority	Funding Source	Timeframe	Oversight
High	Town resources, staff time	1-5 years	Town

Goal 3: Reduce the impact of geological hazards in Hermosa

Project 1: Identify and record areas of unstable soils and discourage development in these areas.

Priority	Funding Source	Timeframe	Oversight
High	Town	Ongoing	Town

Goal 4: Reduce the impact of drought in Hermosa

Project 1: Continue water conservation measures during extreme drought conditions.

Priority	Funding Source	Timeframe	Oversight
High	NA	Ongoing	Town

Goal 5: Reduce the impact of wildfires in Hermosa

Project 1: Consider adopting requirements for secondary access and egress for subdivisions and identify subdivisions that have access/egress limitations and establish a plan to correct deficiencies.

Priority	Funding Source	Timeframe	Oversight
High	Town resource, staff time	1-5 years	Town

Goal 6: Reduce impact of natural hazards in Hermosa

Project 1: Provide public information and education materials on personal safety.

Priority	Funding Source	Timeframe	Oversight
High	NA	Ongoing	Town

*Consider delivery methods that will reach vulnerable populations in the town. Work with Custer County in developing or obtaining public information materials.

NATIONAL FLOOD INSURANCE PROGRAM PARTICIPATION

Requirement: §201.6(c)(3)(ii): [The mitigation strategy] must also address the jurisdiction's participation in the National Flood Insurance Program (NFIP), and continued compliance with NFIP requirements, as appropriate.

Custer County participates in the National Flood Insurance Program. The County, Custer City, and Hermosa will continue to participate and ensure compliance of the participating local jurisdictions located within the floodplain. The towns of Buffalo Gap and Fairburn are currently sanctioned. The town of Buffalo Gap showed interest in learning more about the NFIP program. The town of Pringle is unmapped by FEMA.

Custer County NFIP Participation	
Participants	Non-participants
Custer County	Buffalo Gap
Custer City	Fairburn
Hermosa	Pringle

Table 5.1 NFIP participants for the County and Jurisdictions.

The Custer County Planning Department and GIS Department maintain the flood zone maps and utilizes DFIRMS for all planning mechanisms occurring in the County, specifically development of new homes and businesses and all new construction.

IMPLEMENTATION OF MITIGATION ACTIONS

Requirement: §201.6(c)(3)(iii): [The mitigation strategy section shall include] an action plan describing how the actions identified in section (c)(3)(ii) will be prioritized, implemented, and administered by the local jurisdiction. Prioritization shall include a special emphasis on the extent to which benefits are maximized according to a cost benefit review of the proposed projects and their associated costs.

Upon adoption of the updated Plan, each jurisdiction will become responsible for implementing its own mitigation actions. Those who do not participate or adopt the Plan will be required to coordinate all mitigation actions with the County. The planning required for implementation is the sole responsibility of the local jurisdictions that have participated in the Plan update. Some municipalities have indicated that they do not have the financial capability to move forward with projects identified in the Plan at this time, however, they will consider applying for funds through the State and Federal Agencies once such funds become available. If and when the municipalities are able to secure funding for the mitigation projects, they will move forward with the projects identified.

The Custer County's Emergency Manager will meet with the Custer County Commission and Plan participants for review and approval prior to final submission of the updated Plan.

Plan Amendments

Plan amendments will be considered by the Custer County's Emergency Manager, during the Plan's annual review, to take place in June. All affected local jurisdictions (cities, towns, and counties) will be required to hold a public hearing and adopt the recommended amendment by resolution prior to considerations by the steering committee.

INCORPORATION INTO EXISTING PLANNING MECHANISMS

Requirement: §201.6(c)(4)(ii): [The plan shall include a] process by which local governments incorporate the requirements of the mitigation plan into other planning mechanisms such as comprehensive or capital improvement plans, when appropriate.

Custer County, Custer City, and Hermosa have their own comprehensive plans. The towns of Buffalo Gap, Fairburn, and Pringle do not have the resources, staff, funding, or need for such planning mechanisms. The County and the jurisdictions will consider the mitigation requirements, goals, actions, and projects when it considers and reviews the other existing planning documents such as the comprehensive plans. Mitigation projects will be considered and prioritized in conjunction with non-mitigation projects, such as water and wastewater infrastructure improvements, new constructions of schools, libraries, parks, roads, etc.

The towns of Buffalo Gap, Fairburn, and Pringle cannot incorporate the requirements of the mitigation plan into other planning mechanisms because they do not have any other planning mechanisms that currently exist. Absence of such mechanisms creates a problem for the local jurisdictions because ideas, projects, and actions identified as a result of the Plan update process often never move forward because they are forgotten about, and no mechanism exists to initiate the process of completing such projects. Thus, the towns identified one unrelated mechanism: municipalities are required by State law to prepare budgets for the upcoming year and typically consider any expenditure for the upcoming year at that time. South Dakota Codified Law 9-21-2 provides that:

The governing body of each municipality shall, no later than its first regular meeting in September of each year or within ten days thereafter, introduce the annual appropriation ordinance for the ensuing fiscal year, in which it shall appropriate the sums of money necessary to meet all lawful expenses and liabilities of the municipality...an annual budget for these funds shall be developed and published no later than December thirty-first of each year.

Potential Funding Sources

Although all mitigation techniques will likely save money by avoiding losses, many projects are costly to implement. The Potential Funding Sources section was included so that the local jurisdictions can work towards securing funding for the projects. Inevitably, due to the small tax base and small population for some of the participating jurisdictions they may not have the ability to generate enough revenue to support anything beyond the basic needs of the community, which is why many of the mitigation actions are focused on planning mechanisms such as enforcing ordinances that do not cost anything.

The Custer County jurisdictions will continue to seek outside funding assistance for mitigation projects in both the pre- and post-disaster environment. Primary Federal and State grant programs have been identified and briefly discussed, along with local and non-governmental funding sources, as a resource for the local jurisdiction

Federal

Jill Dybvig

Monika

From: Mike Willey <mikew@rosenbaumsigns.com>
Sent: Wednesday, November 9, 2022 9:12 AM
To: Jill Dybvig
Subject: RE: Sign Quote-Hermosa

COPY

Jill,

We normally use ACM panels, instead of plywood for these types of signs. With ACM, you will need to add some stringers between the poles, but it is a little bit cheaper and holds up much better. With that said, we could supply 2 4'x8' ACM panels for \$1,200.00.

Sincerely,

Michael J. Willey
Rosenbaum's Signs
Rapid City, SD
WK: 605-342-0481
Cell: 605-209-0865

From: Jill Dybvig <jill@hermosasd.com>
Sent: Wednesday, November 09, 2022 9:09 AM
To: Mike Willey <mikew@rosenbaumsigns.com>
Subject: Sign Quote-Hermosa

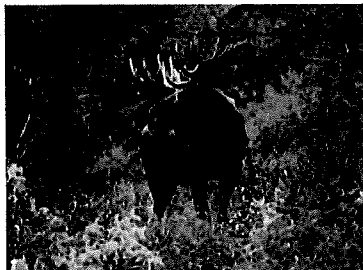
Good Morning,

I need a quote for 2 - 4' x 8' (plywood) signs to mount on two poles (see attached documents). I don't know if it matters how many colors you use. The town board would like a quote for 2 signs with 3 colors and 2 signs with 4 colors. Please give me a call if you have any questions. I need these quotes by **December 8th** to put on our agenda.

Thank you,

Jill Dybvig

Town of Hermosa
605-255-4291



Jill Dybvig

From: Summit Signs <summitsignsrc@gmail.com>
Sent: Wednesday, November 9, 2022 9:17 AM
To: Jill Dybvig
Subject: Re: Sign Quote-Hermosa

Hello Jill,

Unfortunately, we do not make plywood signs at this time. We can, however, make your sign out of our NUDO board. NUDO is made of a plastic core sandwiched between two sheets of aluminum. It is our most cost-effective option and works well for large signs like this. If you'd like, you can bolt your NUDO sign to a plywood backing for extra strength and support.

Let me know if you'd like to try this option!

Best,
Thea
Summit Signs

Summit Signs COVID 19 Precautions: <http://www.summitsignsrc.com/>

On Wed, Nov 9, 2022 at 8:54 AM Jill Dybvig <jill@hermosasd.com> wrote:

Good Morning,

I need a quote for 2 - 4' x 8' (plywood) signs to mount on two poles (see attached documents). I don't know if it matters how many colors you use. The town board would like a quote for 2 signs with 3 colors and 2 signs with 4 colors. Please give me a call if you have any questions. I need these quotes by December 8th to put on our agenda.

Thank you,

Jill Dybvig

Town of Hermosa

605-255-4291



**IN TOWN RESIDENTS ONLY!!
YARD WASTE ONLY!!**

NO

- ✓ NO PLASTIC OR PAPER BAGS
- ✓ APPLIANCES
- ✓ LIQUIDS OR CHEMICALS
- ✓ TIRES
- ✓ DRUMS OR CONTAINERS

PLACING UNAUTHORIZED MATERIALS IN THIS CONTAINER COULD RESULT IN A FINE UP TO **\$500.00** (\$10.99 GENERAL PENALTY) PLUS ADMINISTRATIVE FEE OF **\$50.00**. IF CONTAMINATED YOU WILL ALSO BE CHARGED TO DUMP DUMPSTER. THIS DUMPSTER MAY NOT BE USED BY ANY PROFESSIONAL TREE REMOVAL COMPANIES

IF DEBRIS FALLS ON THE GROUND - PLEASE CLEAN IT UP!!

TAKE PRIDE IN YOUR HOMETOWN

SMILE FOR THE CAMERA!!

**8' x 4' NUDO Sign
Red, Black/White, Non-Refl.
Square Corners, No Holes
Qty: 2 @ \$475.00 ea**

Customer:	
Company:	
Address:	
City:	State/ZIP:
Phone:	
Fax:	



Rapid City, SD SummitSignsRC.com

Job No.:	Date:
Order Date:	Salesperson:
Sign Dimensions:	Estimate:
Comments:	

**IN TOWN RESIDENTS ONLY!!
YARD WASTE ONLY!!**

NO

- ✓ NO PLASTIC OR PAPER BAGS
- ✓ APPLIANCES
- ✓ LIQUIDS OR CHEMICALS
- ✓ TIRES
- ✓ DRUMS OR CONTAINERS

PLACING UNAUTHORIZED MATERIALS IN THIS CONTAINER COULD RESULT IN A FINE UP TO **\$500.00**
(§10.99 GENERAL PENALTY) **PLUS** ADMINISTRATIVE FEE OF **\$50.00**. IF CONTAMINATED YOU WILL
ALSO BE CHARGED TO DUMP DUMPSTER. THIS DUMPSTER MAY NOT BE USED BY ANY PROFESSIONAL
TREE REMOVAL COMPANIES

IF DEBRIS FALLS ON THE GROUND - PLEASE CLEAN IT UP!!

TAKE PRIDE IN YOUR HOMETOWN

SMILE FOR THE CAMERA



2 - 4' x 8' plywood

4 colors

LEASE AGREEMENT – 250 MAIN STREET

In consideration of the Landlord's leasing of the premises to the Tenant, the Tenant's leasing from the Landlord the premises, and the mutual benefits and obligations conferred by this lease on the Parties, and in recognition of the receipt and sufficiency of said consideration, the Parties hereby agree to the following terms and conditions:

- I. **The Parties** – Lease agreement is between Lessor under the individual/entity (hereinafter known as the "Landlord") known as The Town of Hermosa and the Lessee under the individual/entity (hereinafter referred to as the "Tenant") known as Brad Westergard.
- II. **Premises** – The space/property being leased shall be described as: 250 Main Street; a portion of Parcel 9158, Lots 20-23 Blk 3, Town of Hermosa (Hereinafter referred to as the "Premises").
- III. **Space Rented** – The space described equals: 1,368 Square Feet (SF)
- IV. **Term** – The term of the lease shall be one [1] year beginning on the 18 day of February, 2022 and ending on the 17 day of February, 2023.
- V. **Rent** – Rent shall be paid on the 1st of every month in the amount of three hundred fifty dollars (\$350.00).

Check One

Rent shall increase _____ percent (____%) on an annual basis.

Rent shall increase _____.

Rent shall remain fixed for the term of the lease.

- VI. **Common Areas** – The Tenant, along with any of their employees, may use the following common area(s) along with other inhabitants:

_____ Parking Space(s) All Parking Space(s)

Restroom(s)

Storage Area(s)

Entrance(s) (Including Stairs & Elevators)

Conference/Meeting Room(s)

Trash Area(s)

Kitchen(s)

Other _____

- VII. **Renewals**

Check One

- Tenant shall have the option to renew the lease for _____ year(s) under the following conditions: _____

- Tenant does not have the right to renew the lease.

- VIII. **Security Deposit** – The Tenant is required to pay zero dollars (\$0.00) as a Security Deposit. If the Tenant follows the terms and conditions of this agreement in good faith and without damaging the Premises, the Security Deposit will be returned within ten (10) business days at end of lease. Otherwise, any repairs needed for the Premises will be deducted from the Security Deposit.

IX. Condition Upon Move-In

Check One

- The Tenant agrees to take tenancy of the property on an "as is" basis, willing to make all fit-ups (if needed) on the Premises at the expense of the Tenant.

- The Landlord accepts building the fit-ups for the Tenant that includes improvements to be made as an addendum described below:

All fixtures shall remain not remain on the premises at the end of the lease term.

X. Improvement During Lease Term – The Tenant, with written approval of the Landlord that may not be reasonably withheld, shall be able to make any type of improvement to the Premises.

XI. Use – The Tenant will occupy the Premises for the following use:

No vehicle repairs or work will be done outside of the building. No extra vehicles will be left unattended on premises.

Note the American with Disabilities Aca (ADA): All businesses that are open to the public or employ fifteen (15) or more people require that the premises be accessible by persons with disabilities. In the event that the premises must be altered for ADA compliance, the cost of improvements, alterations, and/or modifications necessary for compliance with the ADA shall be the responsibility of:

Check One

Tenant

Landlord

Cost to be split equally between Landlord and Tenant

XII. Utilities and Other Expenses

Check Who Pays

Tenant Landlord - Air Conditioning (AC)

Tenant Landlord - Cable

Tenant Landlord - Electricity

Tenant Landlord - Gas

Tenant Landlord - Heat

Tenant Landlord - Internet

Tenant Landlord - Oil / Propane

Tenant Landlord - Water/Sewer

Tenant Landlord - Other: Snow Removal

Tenant Landlord - Other: Property Maintenance (grass, weeds,etc.)

Tenant Landlord - Other: _____

XIII. Landlord Representations - At the time of lease signing, the Premises shall be properly zoned for the Tenant's stated use as stated in Section XI and will be in compliance with all applicable state and federal laws and regulations. The Premises shall not have been used for the storage or disposal of any toxic or hazardous substances, and the Landlord has received no notice from any governmental authority concerning removal of any toxic or hazardous substances from the property.

XIV. Landlord Responsibility

- Landlord shall maintain and make any and all necessary repairs to :
 1. The roof, structural components, exterior walls, and interior common walls of the premises
 2. Plumbing, electrical, heating, ventilating, and air-conditioning systems

XV. Tenant Responsibility

- Tenant shall keep the Premises clean and well maintained at all times, so that the Premises shall be in marketable condition.

XVI. Insurance

Landlord agrees to carry property coverage insurance for the Premises.

Tenant agrees to carry Public Liability Insurance that includes the Landlord as an insured party for personal injury.

The coverage the Tenant shall provide will be in the amount(s) of \$1,000,000.00 which shall include the building & grounds plus public liability.

Check All That Apply

\$ _____ per occurrence

\$ _____ per year

This agreement automatically releases the Landlord and Tenant from each other in reference to liability for property, loss, damage, personal injury, or anything else covered by the insurance plan.

XVII. Taxes

Check Who Pays

Tenant Landlord – **Real Property Taxes**

Tenant Landlord – **Personal Property Taxes**

- For Properties with Multiple Tenants – If the Tenant pays for the real property taxes it should be noted that the calculation should be equal to that Tenant's portion of the property/total square feet.

XVIII. Subletting – The Tenant does X does not have the right to sublet the Premises. Any new Tenant under a sublease must meet the approval of the Landlord and such approval shall not be unreasonably withheld.

XIX. Damage to the Premises – The Tenant may terminate the lease agreement if necessary repairs to the Premises due to fire, flood, or any natural catastrophe keep the Tenant from being open for over ninety (90) days.

- If the Tenant is not able to be open for the ninety (90) day period due to damage to the Premises, there will be no rent paid during said period.

XX. Default – If the Tenant defaults on the lease agreement for non-payment of rent or for any other reason, the Landlord agrees to give notice to the Tenant giving the Tenant the right to cure the issue(s). If the Tenant does not cure the issue(s) within the amount of time stated in the notice, the Landlord has the right to take legal action.

XXI. Notice of Quiet Enjoyment – During the term of the lease agreement, the Tenant has the right of quiet enjoyment of the Premises.

XXII. Eminent Domain – The lease automatically becomes void if the Premises are taken by eminent domain. During the process, the Tenant will have the right to claim:

- Value of the Lease Agreement
- Loss of Business Revenue
- Moving and Relocation Expenses

XXIII. Holding Over – If the Tenant remains in possession of the Premises after the lease agreement ends, the tenancy shall continue on a month-to-month, to “Tenancy at Will” basis unless the Landlord gives notice for the Tenant to vacate.

XXIV. Disagreements During the Lease Period – If a disagreement arises during the lease period, the following actions shall take place:

Check All That Apply

Litigation – If a dispute arises from either the Landlord or Tenant; the parties have the right to take the matter to the court under the Premises’ jurisdiction.

Mediation with Possible Litigation – If there is a dispute between the Landlord and Tenant, all parties agree to attempt to come to an agreement through the use of an agreed upon mediator.

- It is agreed that the cost(s) involved in hiring the mediator shall be shared equally and that each party shall cooperate in a good faith attempt to reach a resolution. Both parties agree that they shall allow the mediator thirty (30) days from the first (1st) meeting to reach a compromise before going to court.

Mediation with Possible Arbitration – If there is a dispute between the Landlord and Tenant; all parties agree to attempt to come to an agreement through the use of an agreed upon mediator.

- It is agreed that the cost(s) involved in hiring the mediator shall be shared equally and that each party shall cooperate in a good faith attempt to reach a resolution. Both parties agree that they shall allow the mediator thirty (30) days from the first (1st) meeting to reach a compromise before going to the arbitrator.
- The arbitrator selected will be a third (3rd) party to be mutually agreed upon. The arbitrator shall decide all costs directed towards hiring the arbitrator.

The Landlord shall not have to attend the mediation or arbitration process unless Tenant is current with the rental payments, either submitting to the Landlord directly or depositing the funds in an escrow account.

XXV. Additional Agreements – Landlord and Tenant additionally agree to the following:
The Town of Hermosa has the right to park city vehicles plus utilize the building for storing town property on an as needed basis. Landlord will retain a duplicate key to the premises. Landlord may enter the premises at reasonable times upon notice to the Tenant.

Entire Lease Agreement – This document supersedes any other writings in relation to the Premises and has authority over any oral agreements made between the Landlord and Tenant.

XXVI. Successors and Assignees – All assignees of the parties including heirs, successors, or anyone else that may be considered is mutually bound by this lease agreement

XXVII. Notices – All notices in relation to the Premises or this lease agreement shall be in writing and delivered to the following address below via Certified Mail with Return Receipt:

Landlord - _____
Town of Hermosa
P.O.Box 298
Hermosa, SD 57744

Tenant Brad Westergard, 106 2nd Street, PO Box 408, Hermosa, SD 57744

XXVIII. Governing Law – This lease agreement will be governed by and construed in accordance with the laws in the State of South Dakota.

XXIX. Counterparts and Modifications

- The Landlord and Tenant agree that they shall sign several identical counterparts of this lease and any fully signed counterpart shall be treated as an original.
- Only writing(s) signed by the party against whom such a modification is sought to be enforced shall modify this lease.

XXX. Waiver – If either Landlord or Tenant waives any term or provision of this lease at any time, that waiver will be effective only for the specific instance and specific purpose for which the waiver was given. If either party fails to exercise or delays exercising any of its rights or remedies under this lease, that party retains the right to enforce that term or provision at a later time.

XXXI. Early Termination – The landlord and/or the tenant X *has ___ does not have the option to terminate the lease.


*The landlord shall allow the tenant to quit or terminate the lease via a penalty of zero Dollars (\$ 0.00).

In addition, the landlord and/or tenant must provide written notice to the address state in Section XXVIII within least 30 days ___ months of the intended end date.

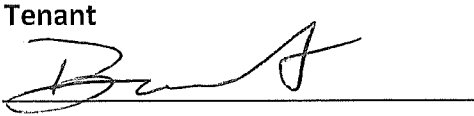
XXXII. Severability – If any court determines that any provision of this lease is invalid or unenforceable, any invalidity or unenforceability will affect only that provision. It will not make any other provision of this lease invalid or unenforceable, and shall be modified, amended, or limited only to the extent necessary to render it valid and enforceable.

Signatures

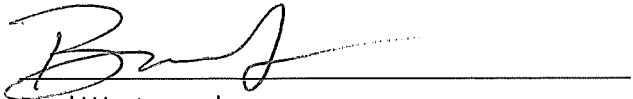
Landlord

Name: 
Dan Holsworth, Town Board President
Date: 3-24-2022


Tenant

Name: 
Brad Westergard
Date: 3-24-2022

___ Personal Guaranty – Upon my authorization of this agreement, I personally guarantee the performance of all financial obligations under this lease.

 Date: 3-24-2022
Brad Westergard

ATTEST:

 Date: 3/24/2022
Gail Boddicker, Finance Officer

**TOWN OF HERMOSA
AGREEMENT FOR PERFORMANCE OF SERVICES OF
PUBLIC WORKS AND TOWN MAINTENANCE**

This Agreement is entered into this 3rd day of January, 2022 by and between the Township of Hermosa, South Dakota, hereinafter "Town" and Chuck Ferguson, hereinafter "Contractor," of Hermosa, South Dakota, for the performance of the Town's maintenance duties, monitor and oversee water maintenance, and other such things as specifically set forth herein.

Relationship of the Parties

The parties hereby acknowledge that no other relationship exists between the Town and Contractor, other than an independent contractor relationship for all intents and purposes of this Contract. The Contractor shall in no way be deemed the agent of the Town, except as expressly provided herein.

The Duties and Essential Job Functions:

The Contractor must work well at all times with the President, Vice-President and Finance Officer. The Contractor shall follow all directives given to the contractor through a majority vote of the Board of Trustees. The Contractor shall undertake the following duties in regard to the various functions of this Agreement:

Pump House:

- Read master meter, daily
- Responsible for marking and recording amounts and times read daily
- Responsible for checking and recording daily, monthly, and quarterly in a note book to be brought to the board twice a month
- Monitor fluoride, chlorine and polyphosphate tanks
- Chlorine pump has a rubber diaphragm which must be replaced every six months and documented
- Monitor gas, temperature in room and maintain in an orderly fashion
- Responsible for cleanup and up keep of the pump house as well as organize and maintain cleanliness at the garage
- Responsible for state annual water meter readings and report

Water Tower:

- Check water level and maintain records
- Coordinate cleaning of the tank

General Water Works:

- Flush hydrants as needed
- Turn water on and off as directed by the Finance Officer or Board of Trustees. No water or new services shall be installed or turned on or off without a work order that will be initialed or the direct written instruction of either the Finance Officer or the Board of Trustees.
- Read meters located in pits monthly and upon request to fill in during vacations or emergencies.
- Responsible for repair and replacing existing meters/remote meters throughout the Town.
- Take samples for chlorine levels every two weeks
- Perform state tests every month for bacteria check
- Comply with any and all state tests required
- Is to be reimbursed for all samples sent with correct documentation
- Respond to complaint calls
- Inspect all taps of new construction and repairs other than those completed by the stated contractor
- Have all taps of new construction and repairs which are installed by the stated contractor inspected by a separate and approved inspector.

Grounds Keeping:

- Mow water tower hill, all town property right-of-ways, pump house and lagoon (excludes railroad properties)
- Weed eat around all signs, hydrants and any areas needing attention that are town properties
- Such grounds keeping set forth in this section shall be done on a regular, as needed basis, to maintain a neat appearance of all town properties and to meet town ordinances
- Parties agree that in the event the Contractor fails to mow or trim any particular area within the Town limits within 72 hours of being notified to do so by the City Finance Officer, after a majority vote of the Board, the Town reserves the right to hire another contractor to complete said task at Contractor's expense, which shall be subtracted from Contractor's payments.

Snow Removal:

- Responsible for snow removal when the wind has stopped blowing and there is four inches of snow or more
- This will include blading of all approaches to driveways and all secondary streets as needed and as directed by the Street Chairman
- Snow removal equipment rental costs will be invoiced to the Town by the Contractor at the rates as agreed upon in attached Exhibit A.
- Contractor is responsible for damages, clean-up, and repair.

Compensation for Contractor:

The Contractor shall be paid \$1313.00 per month, for all duties set forth herein, regardless of the frequency of said duties. The said amount is to include all taxes or other fees required by any governmental agency for the performance of dates set forth herein. Payment shall be due and payable on the first day of each month. Submittal of the previous month's records must be made prior to release of monthly Contract payment.

Sewer:

- Respond to distress calls and assess problem areas
- Maintain accurate records
- Check manholes on a regular basis

Lagoon:

- Monitor levels for all three cells and document on a monthly basis
- Check for water clarity
- Do samples two weeks prior to irrigation or distribution

Other Responsibilities:

- Keep complete record of tasks performed
- Wear and respond to a cell phone for use of locating without having to search
- Respond to emergencies after hours
- Attend the Board of Trustees meetings with report on each department
- Must do locates when One Call requests
- Prepare a report turned in to the Board of Trustees monthly
- Work with all Town officials
- Inspect all taps of new construction and repairs other than those completed by the stated contractor
- Have all taps of new construction and repairs which are installed by the stated contractor inspected by a separate and approved inspector.
- Quarterly report with Board members on stats

Compensation for Contractor:

The Contractor shall be paid \$1313.00 per month, for all duties set forth herein, regardless of the frequency of said duties. Such amount is to include all taxes or other fees required by any governmental agency for the performance

of dates set forth herein. Payment shall be due and payable on the first of each month. Submittal of the previous month's records must be made prior to release of monthly Contract payment.

Equipment Rates:

The parties agree that the equipment rates set forth in Exhibit A shall be paid to Contractor as needed. Contractor shall submit a billing, no less than every thirty (30) days regarding equipment time used for the previous month. Such billing shall include the description of said equipment, hours of use and a brief description of the job site upon which equipment was used.

Insurance and indemnification:

Contractor agrees to carry liability insurance in the amount of One Million Dollars (\$1,000,000.00) per occurrence and further agrees to hold the Town harmless and indemnified from any and all third party claims arising from or related to this Contract, including but not limited to acts of negligence, willful misconduct, or any other damage to property or injury to person resulting from Contractor's performance of this Agreement.

Terms of Agreement:

This contract is for a term of twenty-four (24) months. Either party may terminate this Agreement, in whole or in part, by giving thirty (30) days written notice, if the other party substantially fails to fulfill its obligations under the Agreement through no fault of the terminating party. Where method of payment is "lump sum", the final invoice will include all services and expenses associated with the Agreement at a rate of \$42.35 per day, up to the effective date of termination.

Administration:

Contractor warrants and represents that he shall obey and comply with all state, local and federal rules, laws and regulations, and do no other such thing which would reflect poorly upon the township while in the performance of his duties under this Contract.

Standards:

Contractor warrants and represents that all work performed subject to this Agreement shall be completed in a workmanlike manner and shall comply with industry standards where the same may be readily demonstrated though Industry Codes, etc.

Controlling Agreement:

If any of these General Terms and Conditions are determined to be invalid or unenforceable in whole or part by a court of competent jurisdiction, the remaining provisions hereof shall remain in full force and effect and be binding upon the parties hereto. The parties agree to reform this Agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that as closely as possible expresses the intention of the stricken provision.

Dated this 4th day of January.

TOWN OF HERMOSA

BY: [Signature]
(TOWN BOARD PRESIDENT)

1-4-22
(DATE)

ITS: [Signature]
(CHUCK FERGUSON, CONTRACTOR)

1-4-22
(DATE)

ATTEST:



[Signature]

1-4-2022
(DATE)

EXHIBIT A

FERGUSON CONSTRUCTION

EQUIPMENT HOURLY RATES

<u>ITEM</u>	<u>RATE</u>
Backhoe	\$ 75.00
Backhoe, 12' Blade	\$ 75.00
Bobcat, 8' Bucket	\$ 60.00
Motor Grader Blade	\$ 65.00
6 Yard Box Truck	\$ 40.00
Mowing Equipment / Bobcat Brush Hog	\$ 55.00
17 Yard Box Truck	\$ 65.00
Footings & Foundations (per inspection)	\$ 35.00
Shoveling Sidewalks & Entry Ways (up to 3 times per day)	\$ 25.00

**Includes Operator Fees

**TOWN OF HERMOSA
AGREEMENT FOR PERFORMANCE OF SERVICES OF
WASTEWATER TREATMENT FACILITY**

This Agreement is entered into this 4th day of January 2022 by and between the Township of Hermosa, South Dakota, hereinafter "Town" and Chuck Ferguson, hereinafter "Contractor," of Hermosa, South Dakota, for the performance of the Town's maintenance duties, monitor and oversee water maintenance, and other such things as specifically set forth herein.

Relationship of the Parties

The parties hereby acknowledge that no other relationship exists between the Town and Contractor, other than an independent contractor relationship for all intents and purposes of this Contract. The Contractor shall in no way be deemed the agent of the Town, except as expressly provided herein.

The Duties and Essential Job Functions:

The Contractor must work well at all times with the President, Vice-President and Finance Officer. The Contractor shall follow all directives given to the contractor through a majority vote of the Board of Trustees. The Contractor shall undertake the following duties in regard to the various functions of this Agreement:

Sewer:

- Respond to distress calls and assess problem areas
- Maintain accurate records
- Check manholes on a regular basis

Lagoon:

- Monitor levels for all three cells and document on a monthly basis
- Check for water clarity
- Do samples two weeks prior to irrigation or distribution

Other Responsibilities:

- Keep complete record of tasks performed
- Wear and respond to a cell phone for use of locating without having to search
- Respond to emergencies after hours
- Attend the Board of Trustees meetings with report on each department
- Must do locates when One Call requests
- Prepare a report turned in to the Board of Trustees monthly
- Work with all Town officials
- Inspect all taps of new construction and repairs other than those completed by the stated contractor
- Have all taps of new construction and repairs which are installed by the stated contractor inspected by a separate and approved inspector.
- Quarterly report with Board members on stats

Compensation for Contractor:

The Contractor shall be paid \$1133.34 per month, for all duties set forth herein, regardless of the frequency of said duties. Such amount is to include all taxes or other fees required by any governmental agency for the performance of dates set forth herein. Payment shall be due and payable on the first of each month. Submittal of the previous month's records must be made prior to release of monthly Contract payment.

Equipment Rates:

The parties agree that the equipment rates set forth in Exhibit A shall be paid to Contractor as needed. Contractor shall submit a billing, no less than every thirty (30) days regarding equipment time used for the previous month. Such billing shall include the description of said equipment, hours of use and a brief description of the job site upon which equipment was used.

Insurance and indemnification:

Contractor agrees to carry liability insurance in the amount of One Million Dollars (\$1,000,000.00) per occurrence and further agrees to hold the Town harmless and indemnified from any and all third party claims arising from or related to this Contract, including but not limited to acts of negligence, willful misconduct, or any other damage to property or injury to person resulting from Contractor's performance of this Agreement.

Terms of Agreement:

This contract is for a term of twenty-four (24) months. Either party may terminate this Agreement, in whole or in part, by giving thirty (30) days written notice, if the other party substantially fails to fulfill its obligations under the Agreement through no fault of the terminating party. Where method of payment is "lump sum", the final invoice will include all services and expenses associated with the Agreement at a rate of \$36.55 per day, up to the effective date of termination.

Administration:

Contractor warrants and represents that he shall obey and comply with all state, local and federal rules, laws and regulations, and do no other such thing which would reflect poorly upon the township while in the performance of his duties under this Contract.

Standards:

Contractor warrants and represents that all work performed subject to this Agreement shall be completed in a workmanlike manner and shall comply with industry standards where the same may be readily demonstrated though Industry Codes, etc.

Controlling Agreement:

If any of these General Terms and Conditions are determined to be invalid or unenforceable in whole or part by a court of competent jurisdiction, the remaining provisions hereof shall remain in full force and effect and be binding upon the parties hereto. The parties agree to reform this Agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that as closely as possible expresses the intention of the stricken provision.

Dated this 20th day of January, 2022.

TOWN OF HERMOSA

BY:

[Signature]
(TOWN BOARD PRESIDENT)

1-14-22
(DATE)

ITS:

(CHUCK FERGUSON, CONTRACTOR)

(DATE)

ATTEST:

(Seal)

FINANCE OFFICER

(DATE)

EXHIBIT A

FERGUSON CONSTRUCTION

EQUIPMENT HOURLY RATES

<u>ITEM</u>	<u>RATE</u>
Backhoe	\$ 75.00
Backhoe, 12' Blade	\$ 75.00
Bobcat, 8' Bucket	\$ 60.00
Motor Grader Blade	\$ 65.00
6 Yard Box Truck	\$ 40.00
Mowing Equipment / Bobcat Brush Hog	\$ 55.00
17 Yard Box Truck	\$ 65.00
Footings & Foundations (per inspection)	\$ 35.00
Shoveling Sidewalks & Entry Ways (up to 3 times per day)	\$ 25.00

**Includes Operator Fees

**TOWN OF HERMOSA
AGREEMENT FOR PERFORMANCE OF SERVICES OF
BUILDING INSPECTOR**

This Agreement is entered into this 4th day of January, 2022 by and between the Township of Hermosa, South Dakota, hereinafter "Town" and Chuck Ferguson, hereinafter "Contractor," of Hermosa, South Dakota, for the performance of the Town's building inspector, and other such things as specifically set forth herein.

Relationship of the Parties

The parties hereby acknowledge that no other relationship exists between the Town and Contractor, other than an independent contractor relationship for all intents and purposes of this Contract. The Contractor shall in no way be deemed the agent of the Town, except as expressly provided herein.

The Duties and Essential Job Functions:

The Contractor must work well at all times with the Board of Trustees, Engineer and Finance Office. The Contractor shall follow all directives given to the contractor through a majority vote of the Board of Trustees plus the Engineer. The Contractor shall undertake the following duties in regard to the various functions of this Agreement with approval of the Town Engineer and the Town Floodplain Engineer:

1. Inspect all permitted residential, commercial and/or industrial construction work, beginning, during and upon completion, to determine its conformity with the International Building Codes, applicable State building codes and Town Municipal codes upon request.
2. Provide written inspection results to the Finance Office.
3. Investigate work being performed without the required building permits, substandard housing and dangerous building complaints. No Certificate of Occupancy documents will be presented prior to the approval of the Town Engineer or Floodplain Engineer.

Compensation for Contractor:

The Contractor shall be paid \$35.00 per inspection, for all duties set forth herein. The said amount is to include all taxes or other fees required by any governmental agency for the performance of dates set forth herein. Payment shall be due and payable on the first meeting of each month. Submittal of the previous month's inspection records must be made prior to release of monthly payment.

Insurance and indemnification:

Contractor agrees to carry liability insurance in the amount of One Million Dollars (\$1,000,000.00) per occurrence and further agrees to hold the Town harmless and indemnified from any and all third party claims arising from or related to this Contract, including but not limited to acts of negligence, willful misconduct, or any other damage to property or injury to person resulting from Contractor's performance of this Agreement.

Terms of Agreement:

This contract is for a term of ²⁴ ~~twelve (12)~~ months. Either party may terminate this Agreement, in whole or in part, by giving thirty (30) days written notice, if the other party substantially fails to fulfill its obligations under the Agreement through no fault of the terminating party. Where method of payment is "lump sum", the final invoice will include all inspections up to the effective date of termination.

Administration:

Contractor warrants and represents that he shall obey and comply with all state, local and federal rules, laws and regulations, and do no other such thing which would reflect poorly upon the township while in the performance of his duties under this Contract.

Standards:

Contractor warrants and represents that all work performed subject to this Agreement shall be completed in a workmanlike manner and shall comply with industry standards where the same may be readily demonstrated though Industry Codes, etc.

Controlling Agreement:

If any of these General Terms and Conditions are determined to be invalid or unenforceable in whole or in part by a court of competent jurisdiction, the remaining provisions hereof shall remain in full force and effect and be binding upon the parties hereto. The parties agree to reform this Agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that as closely as possible expresses the intention of the stricken provision.

Dated this 4th day of January, 2022.

TOWN OF HERMOSA

BY:

[Signature]
(TOWN BOARD PRESIDENT)

1-4-22
(DATE)

ITS:

[Signature]
(CHUCK FERGUSON, CONTRACTOR)

1-4-22
(DATE)



[Signature]
FINANCE OFFICER

1-4-2022
(DATE)

From: dfinch@proacesinc.com
Sent: Tuesday, January 3, 2023 1:01 PM
To: Monika Serviss; 'Dan H.'; lmkw2018ins@gmail.com
Cc: 'Leah Berg'
Subject: Contractor Agreement
Importance: High

Town of Hermosa,

When reviewing the proposed 'Agreement for performance of services of wastewater treatment facility' we believe the three bullet points on the contractor agreement is insufficient for the Town and its residents. Our recommendations for the requirements are listed below. Prior to the next work session being scheduled to agree to terms with the Public Works Personnel, Chuck Ferguson, the Town should consider the items or at a minimum be advised of the recommendations. The list is what would be required of the operator to preform to help maintain a more healthy and accurate lagoon system, in our opinion. The frequency of each item can be determined with the operator.

Lagoon:

- Maintain pH meter calibration log(s)
- Emergency Procedures established (written) – major storm event, sewer main break, or chemical release into system – SWPPP Creation
- Land Application Monitoring Summary Forms- competed and sent in with each event occurring
- Lift Station Notebook – Town needing information readily available – Daily Inspections
- Sampling Logs/Records
- Self-Monitoring Tables (Monthly Tests) Influent*
- Sludge Levels Monitoring – Grid Reporting to account for accumulation spots (early detection of failure)
- Depth Indicator Monitoring/Logs
- Pre-Treatment Program Established – Grease issues (Ordinance 51.05 (D)), trash racks, bar screens, grinding & grit chambers, flow equalization, measuring, sampling, pumping, odor control, septage receiving
 - Operate more efficiently & extend times between sludge removal
- Infiltration/Inflow Logs
- Pump Maintenance Logs
- Certification – Obtain, Maintain, Renewal Fees
- Prepare & Submit Reports/Updates – Timely Manner
- Grounds Maintenance Logs (Land Surrounding) & Weather logs
- Annual Budget – suggested repairs or upgrades – paid for by sewer monthly fees
- Provide all SDDANR required tests, records, and reports for the system consistently and on time when due

If you have any questions, comments, or concerns just let us know!

Thank you,