

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



- 1) **ROLL CALL:**
 - A. BOT Roll Call: Kramer, Ferguson, Koontz, Harris, Serviss
 - B. Acknowledgement of other Attendees
 - C. Pledge of Allegiance to be led by Kramer
- 2) **CALL FOR CHANGES:**
 - A. Review of current agenda items
 - B. Motion to accept the agenda as presented/amended
- 3) **CONSENT CALENDAR:**
 - A. Approval of April 15, 2025, regular meeting minutes and April 22, 2025, special meeting minutes
- 4) **CONFLICT OF INTEREST DECLARATION:**
- 5) **TOWN/FEMA UPDATES:**
 - A.
- 6) **ENGINEER:**
 - A. Approve Proposal for Water Treatment System
 - B. Approve payment of \$1,150 for Water Rights Permit
 - C. Approve Pay Application #5 – Baroque Advantage LLC
 - D. Benesch ranked #101 in the nation for all engineering firms -FYI
 - E. Discussion on pedestrian bridge over the tracks on Vilas Street
 - F. DANR requirements for approval of Hermosa Lagoon Change Orders 5-7
 - G. DANR approval of North Water Tank - FYI
- 7) **PLANNING & ZONING**
 - A. Permit #2025-10-Roof Covering for Office Building-Parcel #004135-Mark & Francine Cropley
 - B. Discussion on water/sewer for TR Skillingstad West (lot on Whitney St between 5th St and Hwy 79)
- 8) **CLAIMS:**
 - A. Review payroll and claims. Motion to approve as presented/amended
- 9) **LAW ENFORCEMENT/ABATEMENTS/COMPLAINTS:**
 - A. Custer County Log
- 10) **LEGAL:**
 - A.
- 11) **PUBLIC WORKS:**
 - A. Streets, Street Light Repairs, Water & Sewer Department Updates
 - B. Open Work Orders
 - C. Streets- Contract work
 - D. Approve purchase of additional UPM cold patch
- 12) **FINANCE OFFICE:**
 - A. Monthly financials

- B. Mail call
- C. Department updates
- D. Annual Report for 2024
- E. Approve registration cost and travel to Finance Officers School June 11-13, 2025
- F. Approve SDPAA Insurance renewal

13) **OLD BUSINESS:**

- A. Roy's Drive Inn – compose letter to DANR
- B. Update on billing for two residential customers for water leak

14) **NEW BUSINESS:**

- A. Approval of Retail (on-off sale) Malt Beverage & SD Farm Wine Renewals:
 - 1. Corner Pantry Travel Center: License #RB2776
 - 2. Pop;s Grocery: License #RB-25133
 - 3. TW Saloon LLC: License #RB-27834

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

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

16) **TRUSTEE INPUT:**

17) **EXECUTIVE SESSION:**

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

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

HERMOSA TOWN BOARD
TUESDAY, APRIL 15, 2025
REGULAR MEETING @ 6:00pm

3A

ROLL CALL: Koontz called the meeting to order on Tuesday, April 15, 2025, at 6:02 p.m. with the following members present: Ferguson, Koontz, Harris and Serviss. Kramer was available via the phone. Interested citizens and Attorney Hagg were also present. Pledge of Allegiance led by Koontz.

CALL FOR CHANGES: Motion by Ferguson and seconded by Harris to approve the agenda as presented; vote: all ayes, motion carried.

CONSENT CALENDAR: Motion by Kramer and seconded by Ferguson to approve April 1, 2025, regular meeting minutes and April 4, 2025, special meeting minutes as presented; vote: all aye, motion carried.

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

TOWN UPDATES: Koontz stated the claims includes a payment to Bierschbach Equipment in the amount of \$5,085.00 for the purchase of a 4" trash pump and hoses that was needed to pump out pond B into the new retention pond at the lagoons. Motion by Harris and seconded by Kramer to approve the emergency appropriations for the purchase of the pump and hoses; vote: all aye, motion carried.

ENGINEER: Discussion was held on a request from Wade and Bridget Shorb for outstanding items. This will be discussed at a future work session. The board discussed the pump purchase to temporarily feed treatment plant. Engineer Theodorou will work on a change order for the estimated cost of \$699 to be put toward the control panel. Pay Application for Wastewater Treatment Plant is pending until the next meeting. Discussion was held on the Vilas crossing.

PLANNING & ZONING: Permit #2025-06 – Concrete lifting – 410 Manning St, was presented for informational purposes. Permit #2025-07 – Installing solar panels on garage – 780 Marie St was presented for informational purposes. Motion by Serviss and seconded by Kramer to approve Permit #2025-08 – Hen Permit Application – 41 N 4th St.; vote: all aye, motion carried. Renewal Permit #2024-12 – Hen Permit – 340 Manning St. was presented for informational purposes.

CLAIMS: Motion made by Serviss and seconded by Ferguson to separate Hagg claim pending executive session; vote: two aye, 3 nay, motion failed. Motion by Koontz and seconded by Ferguson to correct Koontz claim to be fuel for marshal vehicle. Motion was amended by Harris and seconded by Ferguson to reduce Hagg bill by \$33.25 for copies; vote: all nay, motion failed. Original motion amended by Koontz and seconded by Ferguson to approve the Payroll and Claims as presented with the correction to Koontz claim to state reimbursement for fuel for marshal vehicle; vote: four aye and 1 nay, motion carried. BAROQUE ADVANTAGE LLC, Pay Application #4, \$126,376.11; BIERSEBACH EQUIPMENT, 4" trash pump and hoses, \$5,085.00; CUSTER COUNTY REGISTER OF DEEDS, filing fee for easement, \$30.00; DAKOTA PUMP, Lagoon lift station pumps, \$18,906.11; EMTEC LLC, electric service for wastewater treatment plant, \$3,328.55; CHUCK FERGUSON, lagoon pumping/fuel/2 hours backhoe/roundtrip to Rapid City, \$2,037.52; GETTYSBURG FLAG WORKS, Hermosa flags x 3, \$731.95; GOLDENWEST TECHNOLOGIES, monthly service – April 2025, \$559.00, GOLDENWEST TECHNOLOGIES, access administrative assistant computer/back-up, \$270.00; HAGG & HAGG LLP, May 2025 retainer/9.5 billable hours @ \$275/hour/135 copies, \$5,145.75; HERMOSA COMMUNITY CENTER, rental of community center for comp plan survey meeting, \$50.00; KELBURN KOONTZ, 8' wrench and fuel for marshal vehicle, \$79.14; LINDA KRAMER, fuel for lagoon pumping, \$54.12; MT RUSHMORE TELEPHONE, monthly service – April 2025, \$268.32; NELSON'S OIL & GAS, tank rental-lower pump house, \$36.00; PENNINGTON COUNTY REGISTER OF DEEDS, filing fee for easement, \$30.00; SANDER SANITATION, monthly sanitation service, \$4,142.19; SOUTHERN HILLS PUBLISHING, publishing/legal/marshal advertisement, administrative assistant advertisement, \$403.19; SOUTH DAKOTA 811, msg fee/voice out January-March 2025, \$18.90; US POSTAL SERVICE, annual PO box service fee, \$120.00; **Accounts Payable Total: \$167,671.85. Utility Deposit Refunds: HELEN NANCE, \$50.00; Deposit Refund Total: \$50.00.** Payroll related: Total Paid On: 04/15/2025: General, \$1,882.67; EFTPS-Electronic Federal Tax, FED/FICA TAX, \$553.46; **Total Payroll Related Paid: \$2,436.13. REPORT TOTAL: \$170,157.98.**

LAW ENFORCEMENT/ABATEMENTS/COMPLAINTS: Custer County log was provided.

LEGAL: Attorney Hagg gave an update on the voluntary annexation request had been withdrawn. Motion by Serviss to have letter drafted by town board on getting a second opinion on the voluntary annexation process. Motion died for a lack of a second.

PUBLIC WORKS: Ferguson provided updates on street snow removal, and water and sewer departments. Discussion was held on invoicing for two residential water leaks. Motion by Serviss and seconded by Harris to authorize the finance officer to bill for the water usage based on the recovered meter reading of old meter. Motion was amended by Ferguson and seconded by Koontz to bill for half of the metered water at an amount of \$200 with no additional costs to resident's utility bill. Vote on amended motion: all nay, motion failed. Vote on original motion: all nay, motion failed. Consensus of the board was to do more research and address at a future meeting.

FINANCE OFFICE: Monthly financials were presented. Motion by Harris and seconded by Ferguson to approve overtime hours for the finance officer to complete duties as needed until June 1, 2025; vote: all aye, motion carried. Motion by Harris and seconded by Ferguson to allow the finance officer to assist the Custer School District with their school board election on June 3, 2025; vote: all aye, motion carried. Motion by Serviss and seconded by Harris to approve the new hire of Lindsey Lockett as Administrative Assistant, contingent upon successful background check, with a wage of \$17 per hour and 6-month probation and a start date of April 16, 2025; vote: all aye, motion carried. Motion by Ferguson and seconded by Harris to allow the closure of the town office on Thursday, April 17, 2025, as Finance Officer Cornelison will be serving jury duty that day; vote: four aye and one abstain, motion carried.

OLD BUSINESS: Roy's Drive Inn intends to open this season. Engineer Theodorou will speak with the owner of the drive inn to determine what is required for sewer operation.

NEW BUSINESS: No items presented.

CITIZENS/TRUSTEE INPUT: Audience and trustees had input.

EXECUTIVE SESSION: No executive session was held.

ADJOURN: Motion made by Ferguson and seconded by Serviss to adjourn meeting at 9:16 p.m., vote: all aye, motion carried.

ATTEST:

Terri Cornelison
Finance Officer

Kelburn Koontz
Town Board Vice-President

Published once at the approximate cost of _____.

HERMOSA TOWN BOARD
TUESDAY, APRIL 22, 2025
SPECIAL MEETING @ 6:00pm

ROLL CALL: Kramer called the meeting to order on Tuesday, April 22, 2025, at 6:02 pm with the following members present: Kramer, Ferguson, Koontz, and Serviss. Harris was present via the phone.

CALL FOR CHANGES: Motion by Ferguson and seconded by Koontz to approve agenda as presented; vote: all aye, motion carried.

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

ITEMS OF BUSINESS: Discussion was held on resolving outstanding items for the Shorb family. The Finance Officer was instructed to work with the Town Engineer to draft a letter stating the town would address all outstanding items. Motion by Harris and seconded by Serviss to approve the bid from Pennington County as presented for street work; vote: all aye, motion carried. Motion by Serviss and seconded by Ferguson to allow and approve Dan Holsworth to pick up necessary products needed for street work, with town purchasing necessary items; vote: all aye, motion carried. Permit #2025-09 – Extraterritorial Area – Tim Hurlburt – Barnier Tract #4 of McDermid Subdivision was presented for informational purposes. The town board recommends that floodplain permits are required from the county and to have the finance officer verify access for this parcel of land.

CITIZENS/TRUSTEE INPUT: Audience and trustees had input.

ADJOURN: Motion made by Ferguson and seconded by Koontz to adjourn the meeting at 6:52pm; vote: all aye, motion carried.

ATTEST:

Terri Cornelison
Finance Officer

Linda Kramer
Town Board President

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6A



LDW-36 Water Treatment

OPP-2025-03-28-068592

Submission Date: April 25, 2025

SUBMITTED TO:

Anthony Theodorou PE
Benesch
Bismarck, ND
605-910-7095
atheodorou@benesch.com

PRESENTED BY:

Nicholas Backman
Business Development Manager
ECT2
Neenah, WI
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1.0 Executive Summary

Emerging Compounds Treatment Technologies, Inc. (ECT2) is pleased to submit this budgetary proposal to Benesch to reduce the presence of Gross Alpha in impacted water. Our standard SORBIX™ LDW systems are well-suited to this application utilizing ECT2's SORBIX™ Ion Exchange media.

ECT2 does not have feed water chemistry for the site. Therefore, ECT2 has provided our SORBIX™ Feedwater Quality Spec as the basis for this design. No pretreatment equipment has been included at this time but once water quality is available ECT2 can reevaluate if changes in the system design are needed.

2.0 Treatment System Description

The LDW Series is designed for small project sites that require permanent installations for removal of a variety of contaminants from drinking water. The vessels, prefilters, valves and instruments will be shipped loose for installation by others and any piping and additional equipment other than those listed in the scope of supply by ECT2 are to be provided and installed by others. **Figure 1** below provides the typical layout of the LDW-36 system, which ECT2 is proposing for this project. Note that the final system layout and piping design can be different based on how the system is installed.

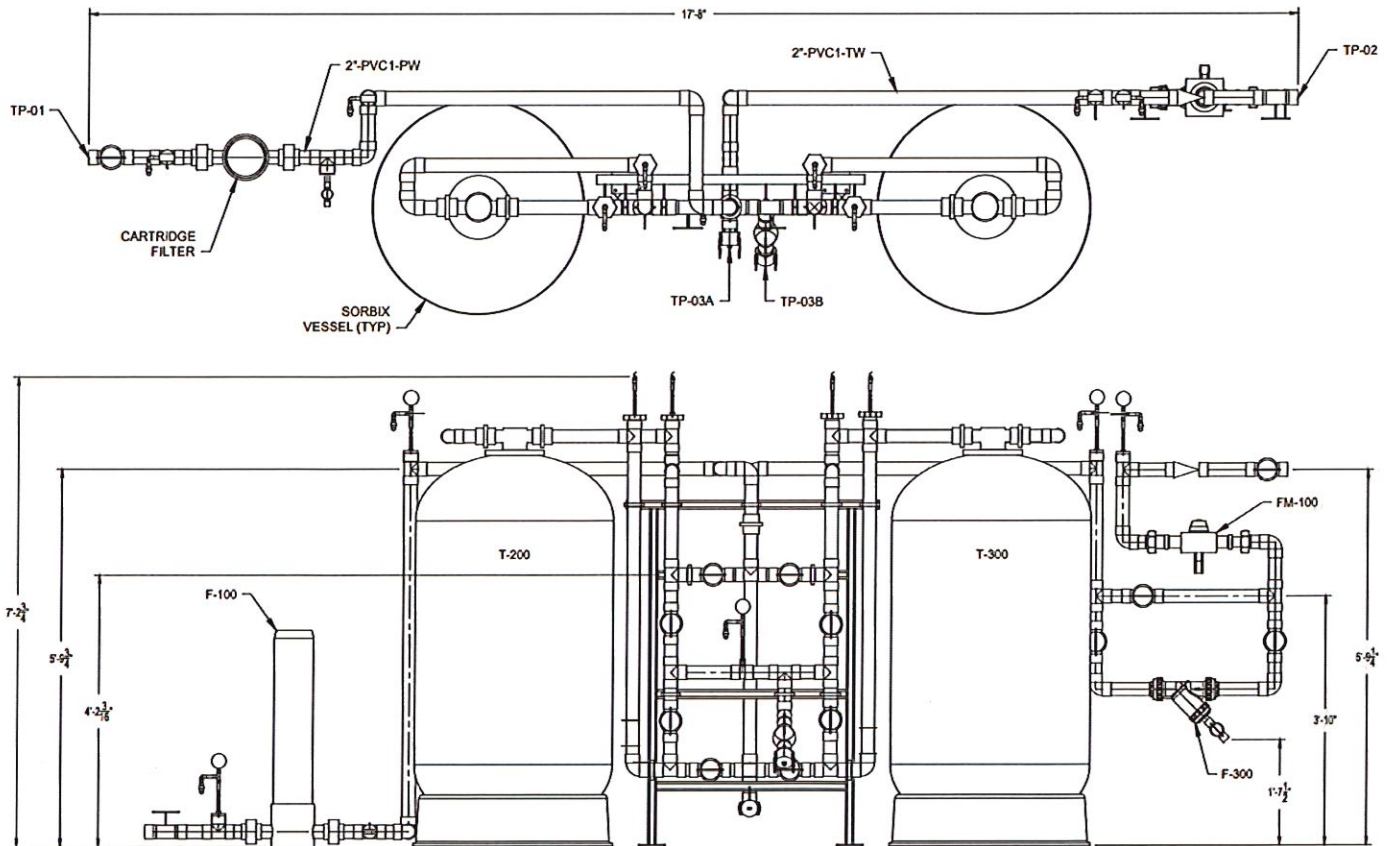


Figure 1. Typical System Layout

3.0 Scope of Supply

3.1 Equipment & Drawing Supply

The proposed PFAS treatment system will generally include the following equipment.

System Equipment Details

- One (1) model LDW-36 system, 42-85 GPM
 - Two (2) Pressure Vessels:
 - 36" diameter and 72" overall height
 - Fiberglass Reinforced Plastic (FRP) vessels rated to 90 psig
 - 3" system connection size
 - Lower Distributor: Hub and Lateral Assemblies (material - PVC)
 - Each vessel has capacity for 23 cu. ft. resin with 4 cu. ft under bedding
 - 5-Micron pre-filter: high-capacity cartridge filter
 - 5-Micron (80 mesh) post-filter: y-strainer with bypass for servicing
 - Flow meter with instantaneous and total flow
 - System check valves
 - All required isolation valves
 - Pressure indicators with sampling ports
 - Interconnecting piping – Sch 80 PVC
 - One (1) Piping (Valve) Manifold skid, including:
 - 8 manual valves
 - Air relief valves

System Drawing Deliverables

- System GA drawing with weights, tie point table and dimensions
- System P&ID
- Media Fill Plan

4.0 Roles and Responsibilities

Table 1. Roles and Responsibilities Matrix

Item/Task	ECT2	Others
A. Engineering		
Site related design work		X
Design of treatment equipment as described in scope of supply of this proposal	X	
Design of system piping		X
B. Equipment Supply		
Supply Treatment System Equipment outlined in the scope of supply of this proposal	X	
Provision of any equipment not explicitly listed in provided scope-of-supply		X
C. Construction/Installation		
All site related construction and installation materials		X
Receipt and off-loading of all equipment		X
Installation of all equipment and piping		X
Any hydrostatic test of installed equipment at site		X
Any system disinfection prior to initial media fill		X
Mechanical startup of system		X
D. Commissioning/Start Up		
IX media loading into vessels after system installation		X
Classify the media bed with PFAS free water		X
E. Utilities and Consumables		
Utility supply		X
<ul style="list-style-type: none"> o PFAS-free water for commissioning IX vessels o Electrical for commissioning services 		
F. System Operation and Monitoring		
All aspects of system operation, including sample analysis and media replacement *		X

* ECT2 can provide media for future change-outs. Media change-out labor and disposal would be by others.

5.0 Project Pricing

Table 2. System Budgetary Price

Description	Qty	Unit	Unit Price	Extended Price (USD)
LDW-36 Equipment Supply with Media	1	Lot	\$46,140	\$46,140
Freight Estimate*	1	Lot	\$3,980	\$3,980
TOTAL (BASE):				\$50,120

*Freight pricing estimate only. All freight costs will be billed at time incursion at cost + 15%.

5.1 Exclusions and Clarifications

- Sales tax is not included in the contract costs and will be charged to the customer as applicable.
- No spares, consumables, or backup components included in this proposal.
- Components proposed are ANSI/NSF-61 compliant or use compliant materials for wetted surfaces. The System is not separately certified by NSF.
- System overpressure protection (pressure relief/safety valves) is required and is the responsibility of customer.
- Any safety devices associated with operating the proposed equipment is excluded.
- ECT2 is providing process equipment meant to be installed in a permanent facility, with adequate climate control to prevent freezing and protection from UV light.

6.0 Project Schedule

- Project schedule to be confirmed with firm proposal

7.0 Bid Validity and Commercial Terms

This budgetary proposal is for planning purposes only and is not valid for issuing a purchase order.

Unless otherwise agreed by the parties in writing, any and all products and/or services provided by ECT2 are offered pursuant to the Standard Terms and Conditions attached to this Proposal.

Respectfully submitted,

Emerging Compounds Treatment Technologies, Inc.



Joe Kontur
Global Director of Applications Engineering, ECT2
315-576-2368 | jokontur@ect2.com

Legal Disclaimer

Please note that any information contained in this proposal is proprietary and confidential. It is the property of Emerging Compounds Treatment Technologies, (ECT2). It is provided to Benesch for the sole purposes of evaluating our qualifications to provide the services described in this proposal. The contents of this proposal should not be duplicated, used or disclosed in whole or in part for any other purposes. All analytical data generated is property of ECT2.

This Estimate and all information attached and contained herein are the property of ECT2. The design concepts, product information, technical data and specifications and information contained herein and attached hereto (the "Confidential Information") are proprietary to ECT2 and are submitted in confidence.

The Confidential Information is not transferable and must be used only for the purpose for which this estimate is expressly loaned. It must not be disclosed, reproduced, loaned or used in any other manner without the express written consent of ECT2. In no event shall it be used in any manner detrimental to the interest of ECT2.

All patent rights are reserved. Upon the demand of ECT2, this proposal and its attachments, along with all copies or extracts, and all related notes and analyses, must be returned to ECT2 or destroyed, as instructed by ECT2. Acceptance of the delivery of this document constitutes agreement to these Terms & Conditions. We appreciate your cooperation and look forward to supporting you.

ECT2 TERMS & CONDITIONS OF SALE

- 1. Introduction.** These Standard Terms and Conditions govern your use of Emerging Compounds Treatment Technologies, Inc. and its affiliates (hereinafter, "ECT2") Services and Goods identified in the accompanying proposal ("Proposal") provided to you by ECT2. Your use of the Services and Goods constitutes your acceptance of these Standard Terms and Conditions, and together with the Proposal, constitutes a legal and binding agreement between you and ECT2 ("Agreement").
- 2. Entire Agreement.** This Agreement constitutes the entire, complete and exclusive agreement between you and ECT2 for the Services and Goods to be provided by ECT2 set forth in the Proposal and supersedes and cancels all prior proposals, agreements and understandings, written or oral, relating to the subject matter of this Agreement. Nothing contained in this Agreement shall be construed to give any rights or benefits to anyone other than you and ECT2. This Agreement shall not be modified, rescinded or assigned (including any rights or obligations hereunder) except by the express written consent of you and ECT2.
- 3. Independent Contractor.** ECT2 shall perform Services and provide Goods as an independent contractor with exclusive control of the manner and means of performing Services and providing Goods in accordance with the requirements of this Agreement and in accordance with the standard of care generally accepted when providing similar services at the same time, in the same locale, and under like circumstances. ECT2 has no authority to act or make any agreements or representations on behalf of you.
- 4. Payment.** Payment of invoices is due within thirty (30) days of the invoice date. ECT2 shall maintain title in all Goods provided under this Agreement until such time as all Services are paid in full. You agree to pay interest on any unpaid balance from the date payable until paid at the highest lawful contract rate applicable, but never to exceed 18% per annum. In the event ECT2 employs an attorney for collection of any account, you agree to pay ECT2's reasonable and necessary attorney fees, plus all collection and court costs. All prices are **exclusive** of any foreign, federal, state, local, sales, use, excise or similar taxes imposed on the sale or use of the services, equipment, goods, product or material listed. You are responsible for payment of all taxes. Payment(s) shall be remitted with a copy of the invoice, attention: ECT2, Accounts Payable, PO Box 843044, Boston, MA 02284-3044; E- mail: _acctpay@ect2.com. During the daily course of business, ECT2 absorbs normal trade supply chain fluctuations; however, in the event that between the time that any pricing is extended, and the purchase of materials used, there is an enactment by any governmental entity or a tariff of other charge that impacts the cost or timing to obtain materials beyond a normal fluctuation, ECT2 reserves the right to increase the price and/or timing of products delivered to you to include all or a portion of a tariff or other charge.
- 5. Acceptance.** All orders from you are subject to final acceptance by ECT2 and to the conditions set out herein. Terms and conditions set forth in your order shall be null and void unless specifically accepted by ECT2 in writing. Performance by ECT2 pursuant to your order shall not constitute acceptance by ECT2 of your terms and conditions. Orders cannot be canceled, nor Goods, equipment, products or materials returned, by you under any circumstances without ECT2's written consent and upon terms which shall compensate and indemnify ECT2 against all loss.
- 6. Equipment/Goods delivery.** Unless otherwise stated in the Proposal, not less than ten (10) business days in advance of the date ECT2 intends to deliver the Goods and/or equipment to your site, ECT2 shall deliver written notice to you of the Goods and/or equipment availability and intended date of delivery ("Notification of Delivery"). You shall pay for all storage and handling costs for any Goods and/or equipment caused by any shipping delay or otherwise. Unless otherwise specified in the Proposal, the Goods and/or equipment shall be shipped to your site F.O.B. shipping point. All risk and liability for loss or damage to the Goods and/or equipment, for the injury or death of any person, for the loss of property and for all other risks and liabilities arising from the possession, use, transportation, or storage of the Goods and/or equipment shall pass to you upon placement of the Goods and/or equipment for shipment at the shipping point. All delivery charges, including freight, transit insurance, duties, and applicable taxes will be the responsibility of you. The failure to obtain insurance or the insufficiency of insurance limits shall not relieve you of any obligations herein. ECT2 shall not be liable for any delay in manufacture or delivery due to fires, strikes, delays in transportation, shortage of cars, shortage of fuel or other material, shortage of labor, demands or requirements of any Government or due to any other causes beyond the reasonable control of ECT2 or the manufacturer. You shall pay for all storage and handling costs for any Goods and/or equipment caused by any shipping delay or otherwise.

7. **Inspection.** Inspection of the Goods and/or equipment by you is to be made at the time of delivery and at your expense. You shall immediately inspect all equipment to identify any evidence of damage associated with shipment to you. You shall immediately notify ECT2 and the carrier of any evidence of damage. Barring the occurrence of any significant damage to the Goods and/ or equipment while in transit, you shall, in accordance with the implementation schedule contained in the Proposal, proceed with the proper installation and connection of the Goods and/or equipment to all required utilities and tie points as specified by ECT2.
8. **Equipment Start-up.** All analytical testing, if required, shall be arranged for and executed or paid for by you. Analysis of samples shall be conducted by a qualified analytical laboratory so that results can be promptly obtained and evaluated. All analytical test results shall be shared by you with ECT2.
9. **Confidentiality.** All plans, specifications and like material, provided to you under this Agreement, are now and shall remain the exclusive property of ECT2. You hereby agree to receive such materials with the understanding that the features and all aspects of all designs, drawings, engineering data and other technical or proprietary information remains the exclusive property of ECT2 and will be kept confidential. No part of said plans, specifications, blueprints or other like material, shall be used or reproduced, without the express written consent of ECT2, signed by one of its officers. Where disclosure of such material is required by federal, state or local laws, regulations, rules, orders or to be used as evidence in court involving the services, goods, equipment, products or material provided, you agree to notify ECT2 of the same and object to its production until ECT2 may reasonably respond in the proper forum.
10. **Ownership of Work Product.** All inventions, designs, drawings, sketches, surveys, designs, computer software, programs, manuals, data specifications, notebooks, technical and scientific data, and all photographs, negatives, reports, findings, recommendations, data and memoranda of every description relating thereto, as well as all copies of the foregoing, and any all instruments of service or products (including all software) prepared or obtained by ECT2 pursuant to the Services and/or the provision of Goods under this Agreement, that are or may be patentable, shall be the exclusive property of ECT2. Further, the ownership of all copyrights for all works made for hire prepared or obtained by ECT2 pursuant to the Services and/or provision of Goods under this Agreement shall remain with ECT2.
11. **Mechanical Warranty.** ECT2 hereby warrants to you the following as applicable based upon the scope of work identified in the Proposal:
 - (a) The treatment system shall be free from defects in materials and workmanship, under normal and proper use, for a period of twelve (12) months from the date of delivery of the treatment system to the project site or fifteen (15) months from the date of Notification of Delivery, whichever occurs first. This warranty shall only be effective if the treatment system installation is conducted in accordance with guidelines and requirements contained in drawings or other engineering documents provided by ECT2, and the start-up of the treatment system is supervised or conducted by ECT2.
 - (b) Any repairs or replacements that are required as a result of Your failure to store, operate and maintain the treatment system in accordance with the treatment system operations and maintenance manual or the result of misuse or neglect of the treatment system by You shall be for the account of You. No allowance shall be granted for repairs or alterations made by You without ECT2's prior written consent. The Mechanical Warranty shall not apply to parts which have been altered from their original state by either You or any third party.
12. **Goods Warranty.** ECT2 hereby warrants to you the following as applicable based upon the scope of work identified in the Proposal:
 - (a) The Goods that are provided shall be of the kind and quality as set forth in the Proposal, new and of good and merchantable quality, free from defects in design, workmanship and material, and shall perform in accordance with the specifications and drawings, if any, referred to in the Proposal and/or the cover page of the Goods. All Goods shall at all times be subject to Your inspection but neither Your inspection nor failure to inspect shall relieve ECT2 of any obligations under this Good Warranty.

(b) The Good Warranty excludes any remedy for damages, defects, deficiencies or failures in the Goods to the extent due to or caused by: (i) the negligence, abuse, willful misconduct, or neglect by You or a third party not under ECT2's control; (ii) any accident, not due to the fault of ECT2, following the delivery of the goods which is not itself attributable to a breach of the Good Warranty; (iii) the failure to store, operate and maintain any of the Goods in accordance with the written instructions of ECT2; (iv) any modifications, repairs or alterations to the Goods not performed or authorized in writing by ECT2; (v) consumable or wearable parts of any item of equipment subject to replacement as part of a program of normal or scheduled maintenance; or (vi) corrosion, erosion or abrasion; abnormal conditions of temperature, moisture or dirt; or deterioration or wear occasioned by chemicals.

(c) Notwithstanding the above Goods and Mechanical Warranties, unless stated in the Proposal, ECT2 does not warrant and/or guarantee the performance of the selected Goods referenced in the Proposal based upon the Goods' performance during any testing that was previously conducted by ECT2 for You.

13. **Waste.** Client acknowledges that ECT2 has neither created nor contributed to the creation or existence of any hazardous, toxic or radioactive waste, material, chemical, compound or substance, or any other type of environmental hazard, contamination or pollutant, whether latent or patent, or the release thereof, or the violation of any law or regulation relating thereto at the site where the Services are being performed or in connection with the Services. Client covenants to indemnify, protect, hold harmless and defend ECT2 and its affiliates, at Client's sole cost and expense, against the claims and demands of all persons or by any federal, state, county or municipal regulatory agency, made because of, or arising out of any operations conducted by the Client, its officers, directors, employees, agents, contractors or subcontractors.

Further, where the Client requests ECT2 to dispose of waste or to arrange for the disposal of waste, Client agrees that ECT2 is not the owner, generator or possessor of the waste, and the Client shall indemnify and hold ECT2, its affiliates, employees, officers, directors, members, agents, insurers, and consultants, and subcontractors harmless for any costs incurred in defending any action where it is alleged that ECT2 is the owner, generator, or possessor of the waste.

Client shall notify ECT2 of any known or suspected health or safety hazards existing at any site where the work is to be performed including, but not limited to, the presence of any hazardous waste or hazardous substances and any aboveground or underground utilities.

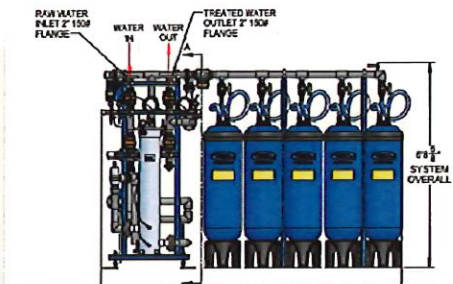
14. **Limitation of Remedies.** To the fullest extent permitted by law, the total aggregate liability of ECT2, its parent company, officers, directors, and employees to Client, and anyone claiming by, through, or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to ECT2's Services and/or Goods, from any cause or causes whatsoever, including, but not limited to, negligence, errors, omissions, strict liability or contract, shall be limited to and shall not exceed the total compensation received by ECT2 under this agreement, or \$50,000, whichever is greater.
15. **Mutual Waiver of Consequential Damages.** Neither party, nor their parent, affiliated or subsidiary companies, nor the officers, directors, agents, employees, or contractors of any of the foregoing, shall be liable to the other in any action or claim for incidental, indirect, special, collateral, punitive, exemplary or consequential damages, including, but not limited to financial loss, loss of profits, loss of revenue, delay, disruption, loss of anticipated profits or revenue, loss of use of any structure, system or equipment, or non-operation or increased cost of operation arising out of or related to the Services and/or Goods, whether the action in which recovery of damages is sought is based upon contract, tort (including, to the greatest extent permitted by law, the sole, concurrent or other negligence, whether active or passive, and strict liability of any protected individual or entity), statute or otherwise.
16. **Governing Law.** This Agreement shall be solely governed and construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflict of laws rules. If any dispute relating to the Agreement cannot be resolved through good faith negotiation, you agree to submit and consent to the jurisdiction of the courts present in Massachusetts in any action brought to enforce (or otherwise arising from or relating to) this Agreement.

17. **Force Majeure.** ECT2 shall not be responsible for any delay or non-performance under the Agreement due to governmental regulation, labor disputes, terrorism, war or war-like actions, civil disturbances or riots, weather, fire, acts of God or any other causes beyond the reasonable control of ECT2.

18. **Waiver.** Delay in enforcing any or all of the above terms and conditions shall not constitute a waiver nor preclude any subsequent enforcement. Failure to take prompt action with respect to any act or omission contrary to these terms and conditions shall not constitute a waiver of any right with respect to such act or omission or any subsequent act or omission.

END OF TERMS AND CONDITIONS

07mar2025



DESIGN



DEVELOP



DELIVER

Proposal for Water Treatment System

Hermosa

Hermosa, South Dakota

March 29, 2024

WRT Contact

Adam Szczesniak, Regional Sales Manager

Email: aszczesniak@wrtnet.com

Phone: 860-993-3418



901 W. 116th Ave., Suite 400 • Westminster, CO 80234 • 303-424-5355



Z-92[®] Gross Alpha Removal System



PROCESS DESCRIPTION

Water passes through treatment columns where gross alpha is reduced. When the media is loaded with gross alpha, it is removed from the vessels onsite and replaced with new media. This complete process is handled by WRT, who is responsible for the safe, licensed, long-term disposal of the media to reduce risk and ensure regulatory compliance.

Company Overview



WRT'S CAPABILITIES

- Design and manufacturing of treatment systems: 10 to 10,000 GPM
- Process design for the removal of numerous contaminants
- Radium removal, uranium removal, pressure filters, ion exchange systems
- Long Term Service Agreements (LTSA) that reduce liability and risk by providing a defined monthly cost to operate, maintain, monitor, exchange, properly license, transport, dispose and decommission systems at the end of contract life

ENERGY EFFICIENT No external pumps, other than the well pump, required.

WATER EFFICIENT All water entering the system is treated and usable as process water. No regeneration or backwash required.

ECONOMICAL Long Term Service Agreement provides known cost of operation and risk management.

PROVEN Billions of gallons treated annually.

Complete System



Complete gross alpha removal system and services provided by WRT:

- Nothing is imparted into the water during the treatment process.
- No liquid waste stream is generated by this process; this is a zero-liquid-discharge system.
- Disposal of material to licensed low level radioactive waste facilities by WRT.
- Minimal Maintenance and Operation required.
- No handling of radioactive materials, media, or chemicals by Utility personnel.
- Z-92[®] Media is NSF, Standard 61 certified for use in drinking water applications.



Design Parameters



The system shall be specifically designed to remove the target contaminants from the groundwater supply. All components and media in contact with water are NSF-61 compliant for potable water consumption.

The treatment system shall be designed based on the following parameters:

INFLUENT WATER QUALITY

Total Uranium	11 µg/L
Total Combined Radium (Ra-226 + Ra-228)	4.7 pCi/L
Total Gross Alpha	22.2 pCi/L

SIZING

Design Flow Rate	70 GPM
System Flow Range	42 - 70 GPM
Annual Well Production to Be Treated	9 MGALLONS
Number of Treatment Trains	7
Number of Vessels per Treatment Train	2
Empty-Bed Contact Time (EBCT)	4.6 MIN
Hydraulic Loading Rate	10.1 GPM/ SQ FT
Maximum Design Pressure	100 PSI
Media Volume per Vessel	3.1 CF
Estimated Throughput per Exchange	45 MGALLONS

TREATED WATER QUALITY REQUIREMENTS

Total Gross Alpha	< 15 pCi/L
-------------------	------------



Scope of Supply



Engineering	Engineering including submittals, and installation instructions
Equipment Configuration	Portable Exchange System (PES) consisting of prefilter skid and vessels
Vessels	PE lined FRP vessels, 14" diameter x 47" overall height
Prefilter	Cartridge filter on skid with associated piping and valving
System Piping	Sch80 PVC Pipe with SS304 fasteners, fully assembled on skid Hosing to vessels
Media	43.4 CU FT Z-92® Gross Alpha Removal Media
System Valving	Manual butterfly valves Air/Vacuum release valve Pressure relief valves
Other Instruments	Flow meters and pressure equipment as needed
Manuals	Operation and Maintenance Manuals
On-Site Services	System startup: includes inspection of contractor-installed equipment, Operator training
Licensing	<i>A site-specific Radioactive Materials License may be necessary for installation and operation of the system</i>

Current Media Exchange



Z-92® Media Exchange	Remove the existing treatment media from the treatment vessels onsite and replace with new Z-92® Gross Alpha Removal Media, disinfect and place the system back into operation. This includes new treatment media, transportation and proper disposition of spent media
-----------------------------	---



Firm Pricing



Z-92® GROSS ALPHA REMOVAL SYSTEM \$99,800

Media Exchange Pricing



CURRENT PRICING FOR MEDIA EXCHANGE \$77,900

EQUIPMENT PAYMENT TERMS

- 15% upon delivery of submittal drawings
- 35% upon approved drawings in order to release for fabrication
- 40% upon delivery to site
- 10% upon system commissioning

Payment of invoices is due in full within 30 days of the date of the invoice. Payments must be made by ACH or check.

All orders are accepted subject to credit approval of purchaser.

Any amounts not paid when due will be subject to a finance charge of 1½% per month.

NOTES

- This proposal is based upon today's costs and is valid for a period of 30 days.
- Pricing includes freight to site.
- Offloading, setting, or installation not included.
- Taxes, bonding, and permitting not included.
- Pricing is based on WRT standard terms and conditions.
- Financial Assurance may be required and is not included.
- Compliance with Build America, Buy America (BABA) Act has not been taken into consideration for this proposal.

DELIVERY

- 10-12 weeks for submittals after execution of purchase order
- 20-26 weeks for delivery after approval of submitted drawings



Standard Terms and Conditions

- 1. Payment.** Unless otherwise agreed by the parties in writing, payment for all products purchased pursuant to this Agreement shall be made within 30 day of Seller's invoice. Any amount not paid as agreed shall be subject to an interest charge of 1% per month, compounded monthly. Buyer will be liable for all of Buyer's costs to collect amounts due under this agreement, including reasonable attorney's fees, whether or not any collection action is commenced.
- 2. Limited Warranty.** Seller warrants the products sold to the Buyer to be free of defects in materials and workmanship for a period of one year after the products are delivered to Buyer. In the event of any such defect in the products during the warranty period, Seller will provide all parts and labor necessary to correct such defect.
- 3. Disclaimer Of Implied Warranties; Limitation Of Remedies.** THE BUYER'S SOLE AND EXCLUSIVE REMEDY UNDER THE LIMITED WARRANTY PROVIDED HEREIN SHALL BE THE PARTS AND LABOR AS PROVIDED IN THIS AGREEMENT. ALL IMPLIED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED. SELLER SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING FROM THE BREACH OF ANY WARRANTIES WITH RESPECT TO THE PRODUCTS PURCHASED PURSUANT TO THIS AGREEMENT.
- 4. Waiver of and Indemnification for Claims.** BUYER HEREBY AGREES TO WAIVE, RELEASE, DISCHARGE, INDEMNIFY AND HOLD SELLER HARMLESS FOR ANY AND ALL CLAIMS FOR DAMAGES FOR DEATH, PERSONAL INJURY OR PROPERTY DAMAGE WHICH IT OR THIRD PARTIES MAY HAVE OR WHICH MAY HEREAFTER ACCRUE AS A RESULT OF THE BUYERS' USE OF THE PRODUCTS SOLD PURSUANT TO THIS AGREEMENT.
- 5. Intellectual Property.** To the extent the products sold pursuant to this Agreement contain, reflect or consist of the Seller's intellectual property, the sale does not include a sale of such intellectual property or of a license to use such intellectual property beyond the use by the Buyer of the products sold.
- 6. Assignment.** In the event that Buyer assigns its rights and obligations under this Agreement any assignment of its payment obligation will be ineffective and Seller will remain jointly and severally liable, with its assignee, to pay all amounts due pursuant to this Agreement.
- 7. Non-Reliance on Written or Oral Statements.** Buyer has relied on its own investigation about the qualities and performance of the products purchased pursuant to this Agreement and has not relied upon the written or oral statements of Seller or its representatives in entering into this Agreement.
- 8. Only Agreement.** This is the only Agreement between the Buyer and Seller relating to the products purchased pursuant to this Agreement, and no oral or other statements, not contained herein, shall be binding on either the Buyer or the Seller.
- 9. Modification.** The terms of this Agreement may not be modified, except in a writing signed by the party to be bound.
- 10. Non-Waiver; Severability.** Waiver by either party hereto of non-performance of any term, provision, covenant, obligation or condition of this Agreement shall not be considered a waiver of any subsequent nonperformance, nor as waiver of the term, provision, covenant, obligation or condition itself. If any provision of this Agreement is found to be prohibited, invalid or unenforceable, such finding will not invalidate or render unenforceable any remaining provisions of this Agreement.
- 11. Arbitration.** Any disputes arising in any way in connection with this Agreement or the products sold by the Seller shall be resolved by binding arbitration under the Colorado Uniform Arbitration Act (C.R.S. § 13-22-201 *et seq.*) (the "Act"). The parties agree that the District Court of Jefferson County, Colorado shall have jurisdiction over them for the purposes of applying the provisions of the Act. All arbitration proceedings shall take place within the greater metropolitan area of Denver, Colorado. Buyer will reimburse Seller for all attorney's fees incurred by Seller in any arbitration (for collection or otherwise) in which Seller prevails.
- 12. Governing Law.** This Agreement and any disputes or claims arising from it shall be governed by and construed according to the laws of the State of Colorado.



Water Treatment



Clean water. Clean earth. That's our promise.®

WRT is the parent company of Loprest. For more information about our services, call 303.424.5355 or visit wrt.net.

Corporate Offices: 901 W. 116th Ave., Suite 400 • Westminster, CO 80234



343 Quincy Street, Suite 104
Rapid City, SD 57701

Project Description

Town of Hermosa

Project: Madison Well – Water Rights Permit Application

April 29, 2025

By: Anthony Theodorou, PE (atheodorou@benesch.com)

Projected Population Served: 1000

$100 \text{ gpcd} \times 1000 = 100,000 \text{ gpd}$

Peak Flow = 3 (peak factor) \times 100,000 = 300,000 gpd

Max. Pumping Rate: 430 GPM (0.96 CFS), pumping 11.6 hours per day during peak day.

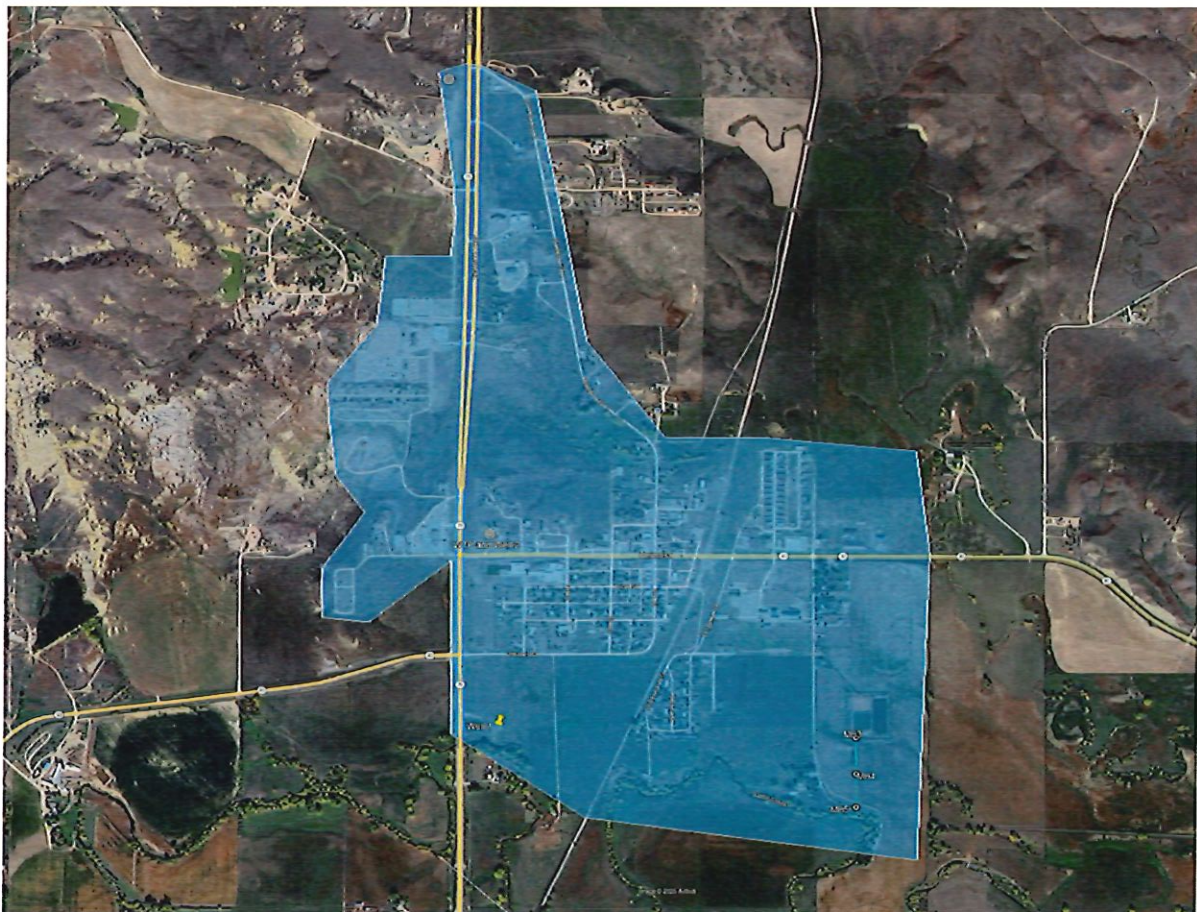
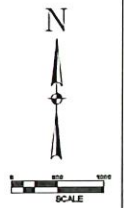
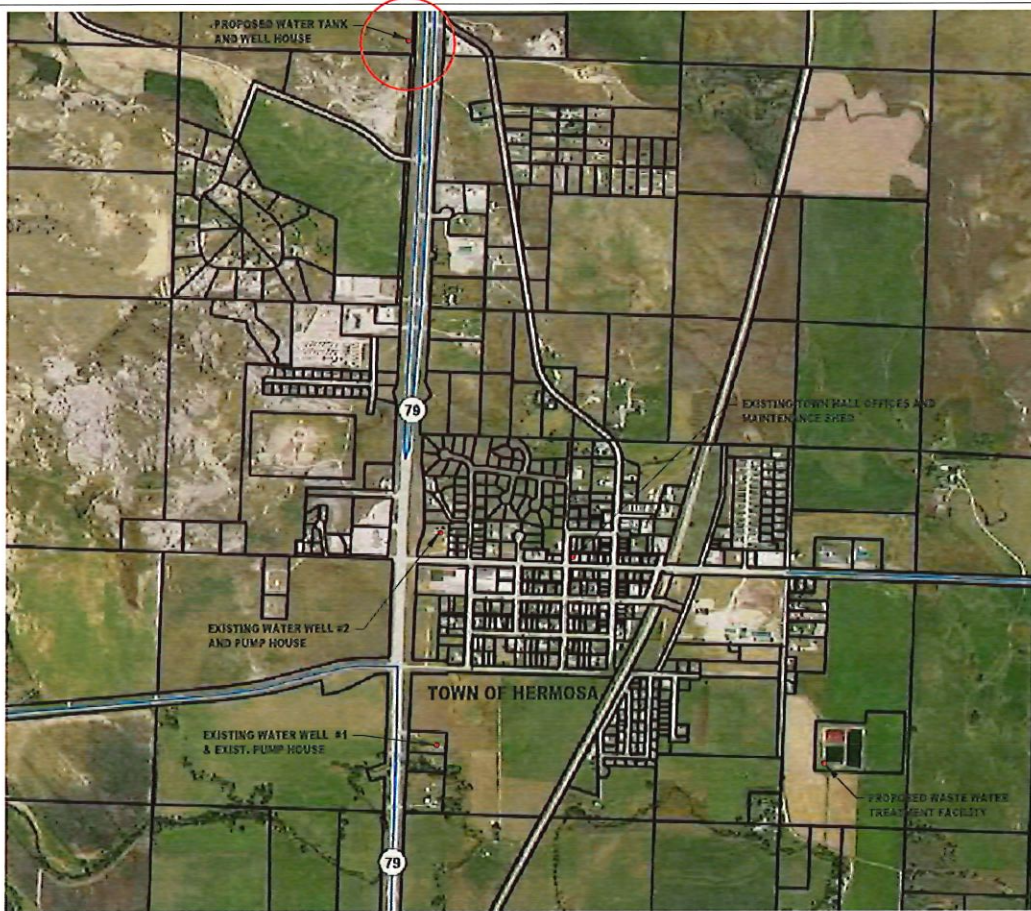


Figure 1. Town of Hermosa Water Distribution System Area Map.



Proposed Madison Well
HERMOSA, SOUTH DAKOTA

APPLICATION INSTRUCTIONS FOR WATER PERMIT FOR NONIRRIGATION USES

If you need assistance with your application, please contact the SD DANR, Water Rights Program at (605) 773-3352 or by email at DANRmail@state.sd.us or stop by our office in the Joe Foss Building, 523 E Capitol Avenue, Pierre SD. Please don't hesitate to ask for help! Additional information is available by visiting the Water Rights Program at <https://danr.sd.gov>.

A completed application for a water permit must include the following information.

1. **FORM 2.** Application for uses other than irrigation.
2. **MAP.** The map should be no smaller than 8"x11" and show:
 - a) The location of the diversion point (place where water is to be taken from) marked with an "X".
 - b) A government section corner or quarter corner including a reference to section, township, and range.
If needed, the chief engineer may request completion of a more detailed map to outline the content of the application fully and clearly.
3. **FORM 2A.** A completed Form 2A must be submitted with Form 2 if the diversion is from a well, dugout or storage dam.
If the diversion is from a well, a well log or driller's test log completed by a South Dakota licensed well driller needs to accompany the application unless it is either not practical to drill a test hole or there is existing geologic information available as determined by the chief engineer.
If diversion is for a water distribution system, trailer park, campground, or any commercial use, complete the applicable portions of Form 2A regarding the wastewater disposal system.
Also, provide any supplemental plans or drawings for any storage reservoir. If the storage reservoir is 25 feet or more in height or impounds 50 acre-feet or more at the top of the dam, then the structure will need to comply with safety of dams requirements. Safety of dams requirements do not apply to structures if the height does not exceed 6 feet or if the storage capacity at the top of the dam does not exceed 15 acre-feet.
4. **FEE.** According to South Dakota Statutes, the following filing fees are to be submitted with each application: Amount of water claimed (cfs or gpm) should be the actual pump capacity -- NOT an average pump rate.

*First 120 acre feet per year (75 gallons per minute) or portion thereof:	\$500.00
Second 120 acre feet per year (75 gallons per minute) or portion thereof:	\$250.00
Each additional 120 acre feet per year (75 gallons per minute) or portion thereof:	\$100.00
(120 acre feet per year = 75 gpm continuous use)	
Fee for final inspection/licensing of an approved application:	\$200.00

(If your application is approved, a licensing inspection will be completed following development of your water use project. Issuance of a water license is the final step in obtaining a water right in South Dakota.)

Example: Filing fee for 90 gpm would be \$750.00 plus the \$200.00 inspection/licensing fee for a total of \$950.00.

*The fee to appropriate 0.10 cfs (45 gpm) or less is \$100.00 plus a \$200.00 inspection/licensing fee. If filing an application to change a diversion point location or to add a diversion point to an existing permit, please contact the Water Rights Program prior to submitting any application fee.

The filing fee for a future use permit application equals 10% of the comparable fee calculated by using the above fee structure excluding the \$200.00 inspection/licensing fee. If after the seven year review the permit is allowed to remain in effect, another 10% filing fee is required. When an application for part or all of the reserved water under a future use is received, the applicable fees must be paid.

The forms, map, fee, and any other information for filing a permit application should be submitted to:
Department of Agriculture and Natural Resources, Water Rights Program, 523 East Capitol Ave, Pierre, SD 57501-3182
5. **PUBLICATION.** Notice of an application must be published once in a daily newspaper and, in some cases, a weekly newspaper depending on the location of the proposed project. The publication notice will be sent to you and the newspaper(s) by the Water Rights Program. You will be responsible for contacting the newspaper(s) to authorize publication of the notice and to arrange for payment.

FORM 2: Application for uses other than irrigation
(type or print)

Mail to: SD DANR, Water Rights 523 E Capitol Ave Pierre, SD 57501-3182 ph. (605) 773-3352	No. _____ Hydrologic Unit _____
	Basin _____
	Newspaper _____
	(office use only)

Application for Permit to Appropriate Water in South Dakota

Check use(s) of water:

<input checked="" type="checkbox"/> Municipal	<input type="checkbox"/> Water Distribution System	<input type="checkbox"/> Recreational	<input type="checkbox"/> Institutional
<input type="checkbox"/> Rural Water System	<input type="checkbox"/> Commercial	<input type="checkbox"/> Fish & Wildlife	<input type="checkbox"/> Geothermal
<input type="checkbox"/> Domestic (over 18 gpm)	<input type="checkbox"/> Industrial	<input type="checkbox"/> Other _____	

Type of Application: (check one)

New
 Vested Right (Use predates Mar 2, 1955)
 Future Use Reservation
 Place to Beneficial Use Water Reserved by Future Use Permit No. _____
 Amendment/Correction to Permit No. _____

Description of amendment/correction: (i.e. change diversion point(s), add diversion point(s), change use, etc.)

1. Name to Appear on Water Permit Town of Hermosa

Mailing Address	<u>230 Main Street</u>	<u>Hermosa</u>	<u>SD</u>	<u>57744</u>
	<small>(Address)</small>	<small>(City)</small>	<small>(State)</small>	<small>(Zip Code)</small>
Phone	<u>(605)255-4291</u>	Mobile	<u>(605)569-3646</u>	Email
				<u>terri@hermosasd.com</u>

2. Amount of water claimed 0.96 *CFS or 430 **GPM and 463 ***AF or (1well) Gallons
Flow rate and volume are both required. (*Cubic Feet per Second) (**Gallons per Minute) (***)Acre Feet - storage capacity of dam/dugout or annual use)

3. Source of water supply Well, Madison Aquifer

4. Location of point of diversion 1 well in SE1/4 SE1/4 Section 19, T2S, R8E, BHM. County Custer
(example - 3 wells in SW1/4 NE1/4 section 12-T104N-R53W)

If not a public water supply (e.g. municipal), will water be used outside of the area described above? Yes No
 If "Yes," where will water be used? In the water distribution system of the town of Hermosa
(example - NW1/4 section 12-T104N-R53W)

5. County or counties where water will be used Custer

6. Annual period during which water is to be used Jan. 1 - Dec. 31 (year-round)

7. Give a description of the project. When available include any preliminary engineering report or other reports or information that will help explain the project. (Attach sheet if more space is needed)

Town of Hermosa Distribution System Area Map is show in attached Figure 1. Total area served is 1.25 square miles. The new well will be capable of serving as the town's only water source in case of elevated Radium levels in the existing two Inyan Kara wells (Currently one of the two is shut down due to radionuclides above the allowable limit).

I, Linda Kramer Town President, the applicant, certify under _____
Name of Person Title (if applicable)

penalty of perjury that I have read this application, examined the attached map, and that the matters stated are true. I further certify, if acting on behalf of an entity or individual other than myself, that I am authorized to submit this application.

Attachments: Attach Form 2A if diversion is from a well or dugout, or if storage of water is proposed. Also, attach map and any other technical information. (see instructions)

Supplemental Information

(type or print)

- 1. Well Information** (check one or both as applicable) Drilling new well(s) Using existing well(s)
- a) If new wells, how many 1 Have test holes been drilled? Yes No Drilled by _____
(if yes, please provide copies of logs)
- b) If existing wells, how many _____ Provide copy of log(s), if available. Drilled by _____

For either existing or proposed wells:

- c) Well Depth (required) 2600' Depth to Top of Water Bearing Material 2500' Depth to Water from Surface 450'
- d) Distance to nearest domestic well on applicant's property 482' Property owned by others 540'(Holsw)

2. Wastewater Disposal System Information

- a) Type of System (i.e. septic tank, drain field) Central Collection and treatment plant
- b) System Capacity (gallons) 60,000 gpd Year Constructed 2025
- c) Connected to the City of N/A Sanitary System

3. Dugout Information

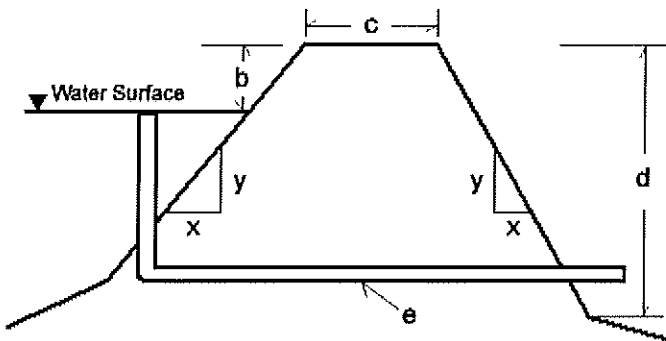
- a) Surface Dimensions N/A Depth _____
- b) Depth to water (ground surface to water level) _____

4. Water Storage Dams

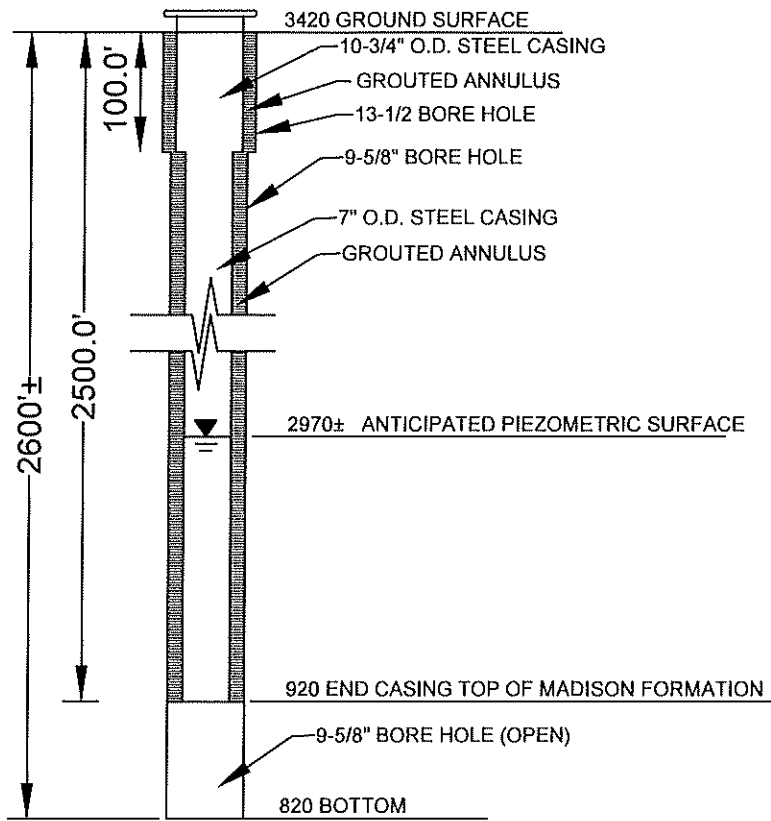
If the proposed water use system contains one or more storage dams, please furnish the information requested below for each dam. The locations of the dams need to be shown on the map submitted with the application.

- a) If a private engineering firm or government agency was involved in the design of this dam, please give their name and address:

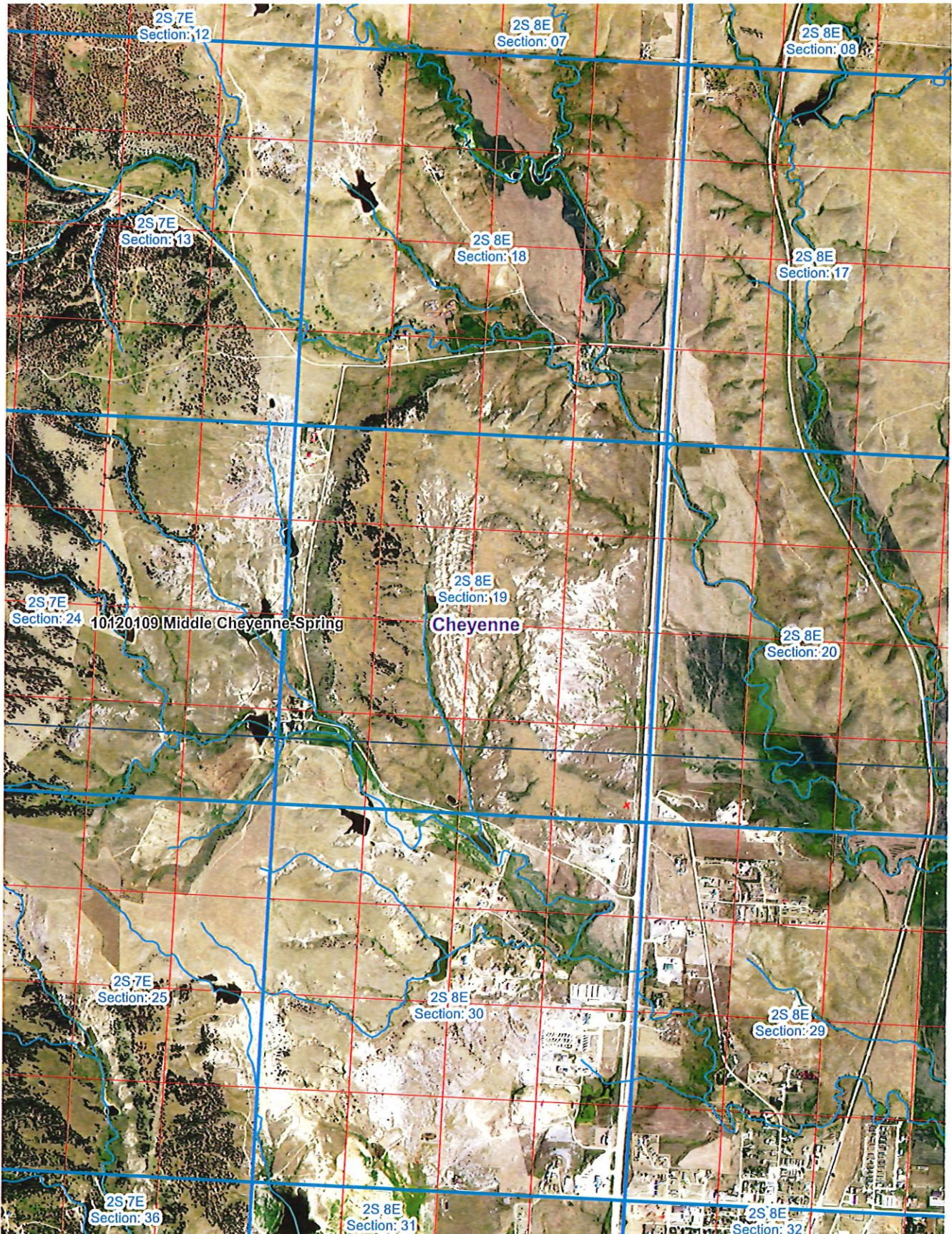
- b) Freeboard _____
- c) Crest Width _____
 Crest Length _____
- d) Height _____
- e) Primary Outlet Capacity _____



- If pipe, diameter _____
- f) Secondary Spillway Capacity _____
 Spillway Width _____
- g) X & Y Slope (e.g. 3 to 1 is a typical slope)
 Upstream _____
 Downstream _____
- h) Area of Impoundment _____
- i) Storage _____ Acre Feet
- j) Drainage Area Above Dam _____ Acres



ANTICIPATED WELL PROFILE FOR
HERMOSA WELL No.2



CONTRACTOR'S APPLICATION AND CERTIFICATION FOR PAYMENT NO. 5

6C

To (Owner): Town of Hermosa Address: PO BOX 298 Hermosa, SD 57744 Owner's Contract No.:	From (Contractor): Baroque Advantage LLC Address: 8398 Stirrup Court Rapid City, SD 57702 Project: Town of Hermosa - Lagoon Expansion Project Engineer's Project No.: 112515.00
Application Date: 04/30/2025 Application Period: 04/01/2025-04/30/2025 Via (Engineer): Engineer's Project No.: 112515.00	

CHANGE ORDER SUMMARY			
Approved Change Orders			
Number	Dated	Additions	Deductions
1	Dakota Pump		\$18,906.11
2	DSG		\$14,321.43
3	ECP		\$10,500.00
4	WYOMING SUN		\$37,625.00
Totals			\$81,352.54

1. Original Contract..... 837,419.00
2. Net change by Change Orders..... 81,352.54
3. Current Contract Price (Line 1 ± 2)..... \$756,066.46
4. Total Completed and Stored to Date..... \$532,412.70
(Column G on Progress Estimate)
5. Retainage:
 - a. _____% of Completed Work.....
 - b. _____% of Stored Materials.....
 - c. Total Retainage (Line 5.a + Line 5.b)..... \$53,241.27
6. Amount Eligible to Date (Line 4 - Line 5.c)..... 479,171.43
7. Less Previous Payments (Line 6 from prior Application)..... \$370,848.33
8. **AMOUNT DUE THIS APPLICATION**..... \$108,323.10
9. Balance to Finish (Line 3 less Line 6)..... \$276,895.03

Net Change by Change Orders _____

<p>CONTRACTOR'S CERTIFICATION</p> <p>The undersigned Contractor certifies that to the best of his knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.</p> <p style="text-align: right;">_____ (CONTRACTOR)</p> <p style="font-size: small;">(Corporate Seal)</p>	<p>AMOUNT CERTIFIED: \$108,323.10</p> <p>Payment is recommended by: (ENGINEER) <u>05/02/25</u> (Date)</p> <p>Payment is approved by: _____ (OWNER) _____ (Date)</p> <p>Payment is approved by: _____ (FUNDING AGENCY - if applicable) _____ (Date)</p>
--	--

State of: South Dakota
 Subscribed and sworn to before me
 this _____ day of _____, 20____.

Notary Public: _____

My Commission expires: _____

BASE BID						
ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST	EXPANDED TOTAL		
GENERAL				Total		% Completed
Mobilization	1	LS		\$110,000.00		100
Construction Skate Out	1	LS		\$30,000.00		50
Materials Testing	1	LS		\$20,000.00		50
Clearing, Grubbing & Fence & Dock Removals	10	AC		\$25,000.00		100
UTILITIES						
Connect to Existing Manhole	1	EA		\$2500.00		100
4' Diameter Sanitary Manhole	2	EA		\$6,000.00		100
4" Cleanout	2	EA		\$1,000.00	\$500.00	50
6' Diameter Sanitary Manhole (Pump Station)	1	EA		\$11,000.00		100
4" SDR 11 Forces Main Pipe	400	LF		\$6,000.00		100
4" CI-54 D.I. Pipe	238	LF		\$13,000.00		
4" SCH-80 PVC Pipe	415	LF		\$4,100.00		100
8" SCH-80 PVC Pipe	532	LF		\$14,500.00		100

SECTION 4

BID ITEMS

13	12" SCH-80 PVC Pipe	60	LF			\$4,419.00	100
14	4" Gate Valve in Box	2	EA			\$2,700.00	100
15	8" Gate Valve in Box	6	EA			\$15,000.00	100
16	12" Gate Valve in Box	1	EA			\$4,500.00	100
	EARTHWORK						
17	Cut Volume	36,738	CY			\$180,674.00 \$27,101.10	50 15
18	Fill Volume	19,209	CY			\$59,400.00 \$8,910.00	50 15
19	Common Excavation (Unstable)(Subgrade Stabilization)	7,500	CY			\$36,826.00 \$11,047.80	30 30
20	Compaction of Earthwork (Local Clay and/or Bentonite Mix) (Liner in Primary Cell <1/16" Seep)	41,220	SF			\$35,000.00 \$17,500.00	50
		147,780				\$85,000.00	50
21	Riprap (KDOT Light 200 lb)(Bank Erosion Protection)	570	CY		\$90.00	\$51,300.00	50
	MISC.						
22	Proposed 6' High Chain Link Fence	930	LF			\$35,000.00	
23	21AA Gravel	700	CY			\$28,000.00	80
24	Pump, Base, Rail	2	LS			\$26,000.00	

SECTION 4

BID ITEMS

25	Electrical Conduit	1000	LF		\$3,500.00	100
26	Signal Conduit to Control Panel	500	LF		\$1,000.00	100
27	Inlet Flow Meter	1	EA		\$8,500.00	
	EROSION CONTROL					
28	Silt Fence	2,300	LF		\$10,500.00	100
29	Inlet Protection	1	EA		\$1,000.00	
30	Permanent Seeding and Hydro-Mulch	2	AC		\$6,000.00	
TOTAL BASE BID					\$837,419.00	

\$120,358.90

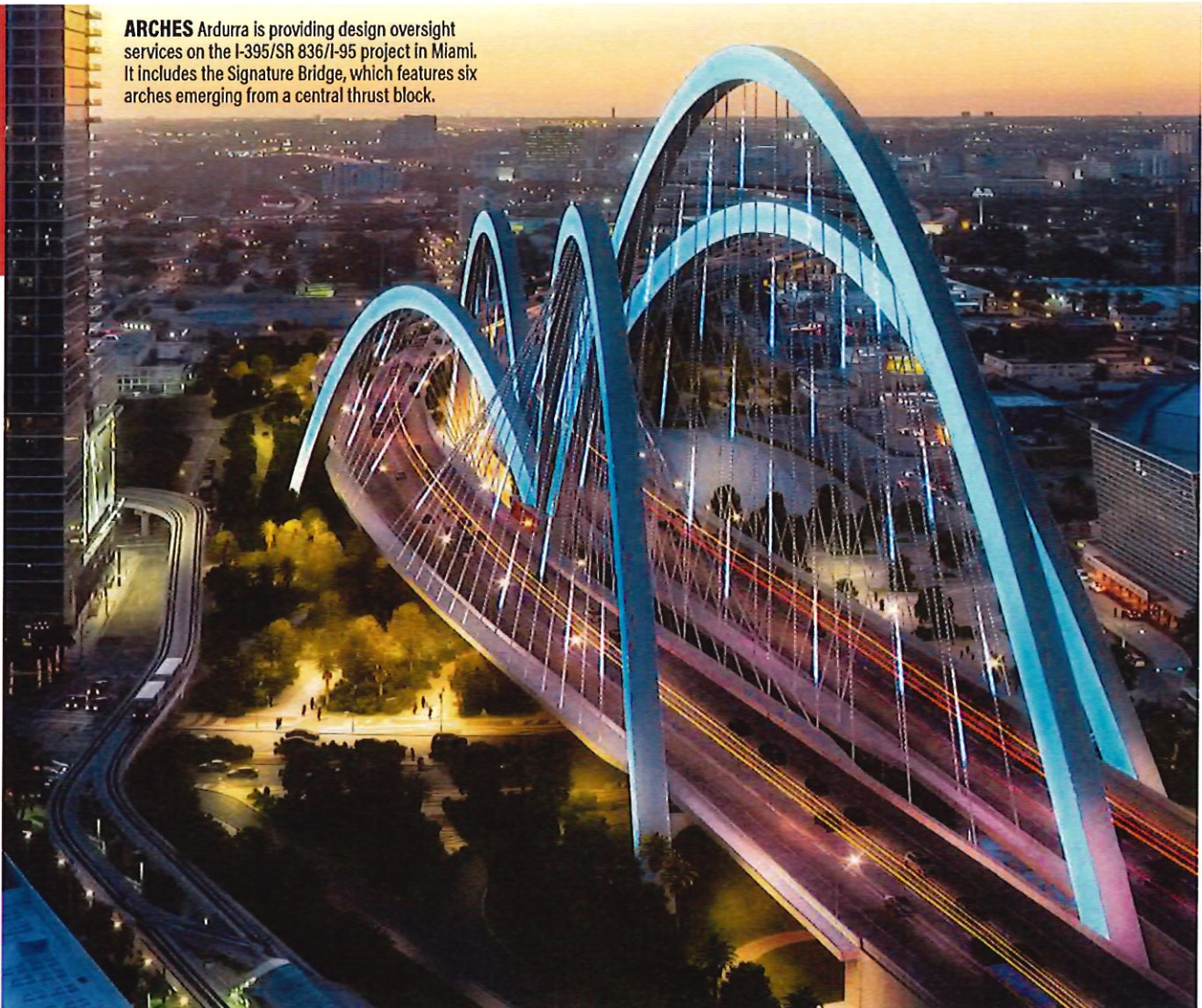
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ENR THE TOP 500

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NUMBER 75

ARCHES Ardurra is providing design oversight services on the I-395/SR 836/I-95 project in Miami. It includes the Signature Bridge, which features six arches emerging from a central thrust block.



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Design Market Shifts Overnight

Top firms clinch more revenue growth as looming uncertainty over policy changes threatens to shelve projects By Emell Adolphus and Jonathan Keller



The Top 100 Pure Designers

RANK	FIRM	FIRM TYPE	RANK	FIRM	FIRM TYPE	RANK	FIRM	FIRM TYPE
1	JACOBS SOLUTIONS INC.	M	36	WILLDAN	M	71	WOODARD & CURRAN	O
2	WSP USA	M	37	KLEINFELDER INC.	M	72	GRESHAM SMITH	M
3	HDR	M	38	IMEG	E	73	SSOE GROUP	EA
4	KIMLEY-HORN	M	39	ATLAS TECHNICAL CONSULTANTS	M	74	GARVER	M
5	STANTEC INC.	EA	40	JOHNSON MIRMIRAN & THOMPSON INC. (JMT)	M	75	SAM LLC	M
6	ARCADIS NORTH AMERICA	M	41	CAROLLO ENGINEERS	EA	76	VOLKERT INC.	O
7	HNTB COS.	M	42	LJA ENGINEERING INC.	E	77	HALFF	M
8	GENSLER	A	43	KCI HOLDINGS INC.	M	78	SKIDMORE OWINGS & MERRILL	M
9	TRC COS. INC.	M	44	CORGAN	A	79	MOFFATT & NICHOL	E
10	GANNETT FLEMING TRANSYSTEMS (GFT)	M	45	LANGAN	M	80	CIVIL & ENVIRONMENTAL CONSULTANTS INC.	M
11	TERRACON CONSULTANTS INC.	M	46	PAGE	M	81	CERTERRA (FORMERLY RMA COMPANIES)	M
12	ATKINSREALIS	M	47	POPULOUS	A	82	PBK	M
13	LEIDOS	M	48	RS&H INC.	M	83	FREESE AND NICHOLS INC.	M
14	SARGENT & LUNDY	O	49	ENTRUST SOLUTIONS GROUP	E	84	H.W. LOCHNER INC.	M
15	INTERTEK-PSI	M	50	VHB	E	85	ULTEIG ENGINEERS	E
16	EXP	M	51	ACTALENT SERVICES	M	86	BENESCH	M
17	NV5 GLOBAL INC.	M	52	CHA CONSULTING INC.	M	87	KPFF CONSULTING ENGINEERS	E
18	MICHAEL BAKER INTERNATIONAL	M	53	ENGINEERING CONSULTING SERVICES LTD.	O	88	ENERCON SERVICES INC.	M
19	GHD	M	54	DLR GROUP	M	89	SWCA ENVIRONMENTAL CONSULTANTS	ENV
20	AMENTUM	EC	55	SMITHGROUP	M	90	DAVID EVANS ENTERPRISES INC.	EC
21	TYLIN	EA	56	PAPE-DAWSON	O	91	MERRICK & CO.	M
22	SALAS O'BRIEN	M	57	ATWELL LLC	M	92	MOREGROUP	M
23	COLLIERS ENGINEERING & DESIGN	M	58	CONSOR	M	93	WSB	M
24	MOTT MACDONALD	O	59	BOWMAN CONSULTING GROUP LTD.	M	94	FOTH & VAN DYKE LLC	O
25	STV	EA	60	THORNTON TOMASETTI	EA	95	PERKINS EASTMAN	A
26	PERKINS&WILL	M	61	OLSSON INC.	E	96	PARTNER ENGINEERING AND SCIENCE INC.	M
27	GEOSYNTEC CONSULTANTS	M	62	ARDURRA GROUP	M	97	PENNOH	M
28	DEWBERRY	M	63	RUMMEL KLEPPER AND KAHL LLP	M	98	BOLTON & MENK INC.	M
29	HKS	M	64	WESTWOOD PROFESSIONAL SERVICES	M	99	DCCM	M
30	WOOLPERT	M	65	JENSEN HUGHES	M	100	BARR ENGINEERING CO.	M
31	UES	M	66	CANNONDESIGN	A			
32	BROWN AND CALDWELL	E	67	GREENMAN-PEDERSEN INC.	M			
33	HOK	M	68	VERDANTAS	M			
34	ARUP US INC.	M	69	MEAD & HUNT INC.	EAC			
35	HAZEN AND SAWYER	E	70	GEI CONSULTANTS INC.	E			

KEY TO TYPE OF FIRM
 A=architect, E=engineer, EC=engineer-contractor
 AE=architect-engineer, EA=engineer-architect
 ENV=environmental, GE=geotechnical engineer
 M=multiple, P=planner and O=other.
 Other combinations are possible. Firms classified themselves.

He adds, “Regardless, there is a lot of uncertainty in the market due to tariffs, and we will have to be patient to see how the market corrects itself.” The Arkansas-based firm is ranked No. 88.

Shifting Policies

In a flurry of executive orders, the Trump administration has rolled back federal policies, going back several presidential administrations, in environmental sustainability, diversity, equity and inclusion (DEI) and workforce immigration under its “America First” agenda.

Politics aside, Top 500 firms say such drastic policy

On the Web

For expanded content on ENR's Top Lists, see [ENR.com/toplists](https://enr.com/toplists).

changes will have real-world consequences for the AEC industry’s growth and ability to maintain flexibility.

“We’ve always hired and promoted on merit and have never had quotas or even targets for diversity,” says Vince DiPofi, CEO, SSOE Group. “That said, we’ve done significant work around making the culture more inclusive, and that has had a measurable impact on diversity and employee engagement. Our employee engagement scores are in the top 10% in the country (for any industry) and that is due to intentional efforts around culture.”

DiPofi says the company plans on “re-branding DEI to more closely represent our program.”

RANK 2025	RANK 2024	FIRM	FIRM TYPE	2024 REVENUE \$ MIL.		GENERAL BUILDING	MANUFACTURING	POWER	WATER SUPPLY	SEWER / WASTE	INDUS. / OIL&GAS	TRANSPORTATION	HAZARDOUS WASTE	TELECOM
				TOTAL	INT'L									
101	104	BENESCH, Chicago, Ill.	M	296.6	0.0	3	0	0	3	4	0	90	0	0
102	105	KPFF CONSULTING ENGINEERS, Seattle, Wash.	E	295.5	2.9	69	7	2	0	3	0	19	0	0
103	136	CMTA INC., Prospect, Ky.	EC	293.7	1.0	95	2	0	0	0	0	3	0	0
104	89	ENERCON SERVICES INC., Kennesaw, Ga.	M	291.9	0.0	0	0	91	0	0	0	0	5	4
105	107	SWCA ENVIRONMENTAL CONSULTANTS, Phoenix, Ariz.	ENV	291.3	2.9	6	1	51	6	0	19	4	1	1
106	109	DAVID EVANS ENTERPRISES INC., Portland, Ore.	EC	289.2	0.0	11	0	9	3	3	0	62	0	0
107	99	MERRICK & CO., Greenwood Village, Colo.	M	281.9	18.2	63	7	5	8	4	10	1	0	0
108	102	MOREGROUP, Fort Worth, Texas	M	278.0	0.0	100	0	0	0	0	0	0	0	0
109	134	WSB, Minneapolis, Minn.	M	272.0	0.0	10	0	10	10	10	10	49	1	0
110	120	FOTH & VAN DYKE LLC, De Pere, Wis.	O	271.0	3.3	5	7	0	1	8	51	21	6	0
111	101	BW DESIGN GROUP, St. Louis, Mo.	E	270.8	1.0	0	17	0	0	0	79	0	0	3
112	94	PERKINS EASTMAN, New York, N.Y.	A	269.0	17.0	100	0	0	0	0	0	0	0	0
113	124	PARTNER ENGINEERING AND SCIENCE INC., Torrance, Calif.	M	258.4	3.6	71	0	2	0	0	0	0	27	0
114	108	PENNONI, Philadelphia, Pa.	M	258.0	0.4	56	0	4	5	0	5	25	0	5
115	132	BOLTON & MENK INC., Mankato, Minn.	M	257.2	0.0	9	0	0	10	9	0	33	0	0
116	130	DCCM, Houston, Texas	M	257.2	0.0	3	3	8	22	17	0	39	0	8
117	118	BARR ENGINEERING CO., Minneapolis, Minn.	M	250.8	20.6	2	0	25	2	4	20	2	16	0
118	119	HALEY & ALDRICH INC., Burlington, Mass.	E	247.1	0.0	25	29	19	0	0	0	15	0	0
119	140	WESTON & SAMPSON, Reading, Mass.	M	243.5	0.0	14	0	6	30	32	0	6	6	0
120	115	STANLEY CONSULTANTS, Muscatine, Iowa	EA	238.8	22.2	11	0	35	16	2	2	33	0	0
121	125	WHITMAN REQUARDT & ASSOCIATES LLP, Baltimore, Md.	EA	236.7	0.0	17	0	0	8	6	0	65	0	2
122	128	AFFILIATED ENGINEERS INC., Madison, Wis.	M	236.2	1.3	69	3	14	0	0	10	0	0	5
123	127	LABELLA ASSOCIATES DPC, Rochester, N.Y.	M	234.3	6.3	39	1	8	8	6	4	13	19	1
124	145	ELECTRICAL CONSULTANTS INC., Billings, Mont.	E	230.2	1.0	0	0	100	0	0	0	0	0	0
125	135	TIMMONS GROUP, Richmond, Va.	M	226.0	0.0	65	2	6	3	5	0	9	0	6
126	147	TOWER ENGINEERING PROFESSIONALS, Raleigh, N.C.	AE	224.0	13.0	0	0	0	0	0	0	0	0	100
127	122	WISS JANNEY ELSTNER ASSOCIATES, Northbrook, Ill.	M	223.4	7.2	80	0	1	1	0	4	8	0	0
128	**	HGA, Minneapolis, Minn.	M	222.4	0.5	98	2	0	0	0	0	0	0	0
129	200	THOMPSON HOLDINGS, Mobile, Ala.	M	221.4	0.1	14	3	1	1	1	9	66	3	0
130	96	HATCH ASSOCIATES CONSULTANTS INC., Pittsburgh, Pa.	M	218.1	2.8	0	0	10	4	4	21	48	0	0
131	189	EXYTE AMERICAS HOLDING INC., Richardson, Texas	EC	217.2	0.0	0	99	0	0	0	1	0	0	0
132	138	HORROCKS LLC, Pleasant Grove, Utah	M	214.3	0.0	23	0	0	6	1	0	64	0	7
133	117	ZGF, Portland, Ore.	M	213.8	7.1	91	0	0	0	0	0	8	0	0
134	139	SIMPSON GUMPERTZ & HEGER, Waltham, Mass.	M	212.2	10.1	64	2	12	5	0	4	12	0	0
135	126	BRAUN INTERTEC, Bloomington, Minn.	M	210.6	0.0	35	0	7	3	1	20	32	0	0
136	111	CRB, Kansas City, Mo.	M	209.9	23.1	0	0	0	0	0	100	0	0	0
137	156	AMERICAN STRUCTUREPOINT, Indianapolis, Ind.	M	208.0	0.0	20	5	0	5	8	0	60	0	2
138	143	PARAMETRIX, Seattle, Wash.	M	206.5	0.0	8	0	0	10	14	1	59	0	2
139	146	EGIS USA, Indianapolis, Ind.	M	203.0	126.5	39	0	4	2	0	0	51	0	0
140	142	GZA, Norwood, Mass.	M	202.2	0.8	28	12	14	9	3	2	16	17	0
141	121	KOHN PEDERSEN FOX (KPF), New York, N.Y.	M	201.1	130.0	75	0	0	0	0	0	25	0	0
142	129	NBBJ, Seattle, Wash.	A	201.0	22.0	100	0	0	0	0	0	0	0	0
143	148	DLZ CORP., Columbus, Ohio	O	200.7	3.0	21	1	5	11	15	8	35	2	1
144	149	MESA ASSOCIATES INC., Madison, Ala.	M	199.5	0.0	0	0	96	0	0	3	0	0	1
145	166	GAI CONSULTANTS INC., Homestead, Pa.	M	198.4	0.8	10	0	38	1	1	4	44	1	0
146	114	GHAFARI ASSOCIATES LLC, Dearborn, Mich.	EA	197.0	31.0	8	82	0	0	0	0	10	0	0
147	152	WALTER P MOORE, Houston, Texas	M	196.5	7.3	79	0	0	0	0	6	14	0	0
148	154	POND AND CO., Peachtree Corners, Ga.	M	196.2	5.8	48	1	1	0	10	40	0	0	0
149	151	GOODWYN MILLS CAWOOD, Montgomery, Ala.	M	194.7	0.0	60	2	0	10	5	0	10	0	0
150	137	S&ME, Raleigh, N.C.	M	190.4	0.0	29	10	11	5	1	13	28	0	0

FOOTNOTES: 101 = E/ENV/SS/GE/P; 104 = E/ENV; 107 = E/ENV; 109 = AE/P; 109 = E/ENV/SS/GE/P; 110 = E/ENV/SS/GE/P; 111 = E/ENV/SS/GE/P; 112 = E/ENV/SS/GE/P; 113 = E/ENV/SS/GE/P; 114 = E/ENV/SS/GE/P; 115 = E/ENV/SS/GE/P; 116 = E/ENV/SS/GE/P; 117 = E/ENV/SS/GE/P; 118 = E/ENV/SS/GE/P; 119 = E/ENV/SS/GE/P; 120 = E/ENV/SS/GE/P; 121 = E/ENV/SS/GE/P; 122 = E/ENV/SS/GE/P; 123 = E/ENV/SS/GE/P; 124 = E/ENV/SS/GE/P; 125 = E/ENV/SS/GE/P; 126 = E/ENV/SS/GE/P; 127 = E/ENV/SS/GE/P; 128 = E/ENV/SS/GE/P; 129 = E/ENV/SS/GE/P; 130 = E/ENV/SS/GE/P; 131 = E/ENV/SS/GE/P; 132 = E/ENV/SS/GE/P; 133 = E/ENV/SS/GE/P; 134 = E/ENV/SS/GE/P; 135 = E/ENV/SS/GE/P; 136 = E/ENV/SS/GE/P; 137 = E/ENV/SS/GE/P; 138 = E/ENV/SS/GE/P; 139 = E/ENV/SS/GE/P; 140 = E/ENV/SS/GE/P; 141 = E/ENV/SS/GE/P; 142 = E/ENV/SS/GE/P; 143 = E/ENV/SS/GE/P; 144 = E/ENV/SS/GE/P; 145 = E/ENV/SS/GE/P; 146 = E/ENV/SS/GE/P; 147 = E/ENV/SS/GE/P; 148 = E/ENV/SS/GE/P; 149 = E/ENV/SS/GE/P; 150 = E/ENV/SS/GE/P; 151 = E/ENV/SS/GE/P; 152 = E/ENV/SS/GE/P; 153 = E/ENV/SS/GE/P; 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Where To Find the Top 500

FIRM	RANK	FIRM	RANK	FIRM	RANK	FIRM	RANK
A		CDM Smith	22	EwingCole	183	Hoefler Welker	464
10 Design	266	CDR Maguire Inc.	382	EXP	25	HOK	42
Actalent Services	62	Certerra (formerly RMA Companies)	95	Exyte Americas Holding Inc.	131	Hord Coplan Macht	226
AECOM	1	CESO Inc.	212	F		Horrocks LLC	132
Affiliated Engineers Inc.	122	CHA Consulting Inc.	63	Farnsworth Group Inc.	216	Houston Engineering Inc.	360
AFRY (AFRY USA LLC)	334	Champlin Arch. EOP Architects	307	FCArchitects Inc.	458	Hubbell Roth & Clark Inc.	369
AHL	480	Civil & Environmental Consultants Inc.	94	Fehr & Peers	257	Huitt-Zollars Inc.	173
AI Engineers Inc.	293	Clark Dietz Inc.	437	Fehr Graham - Engineering & Environmental	435	Hunt Guillot & Associates LLC	405
AIRF Inc.	254	Clark Nexsen	255	Fentress Architects	290	Hussey Gay Bell	443
AlfaTech Consulting Engineers Inc.	349	CMA (Chen Moore and Associates)	499	FFKR Architects	411	HVJ Associates Inc.	350
Alliance	475	CME Associates LLC	273	FGM Architects Inc.	331		
Amenum	29	CMT Technical Services	471	Fishbeck	199	I	
American Engineering Testing Inc.	330	CMTA Inc.	103	Flad Architects	198	IMEG	48
American Structurepoint	137	CO Architects	320	Floor	5	Infrastructure Consulting & Engineering LLC	166
Arcadis North America	10	Cobb Fendley & Associates Inc.	176	Foth & Van Dyke LLC	110	Interface Engineering Inc.	346
AD	235	Coffman Engineers Inc.	151	Frankfurt-Short-Bruza Associates PC	363	Intertek-PSI	24
Ardura Group	75	Colliers Engineering & Design	32	Freese and Nichols Inc.	97	Introba Inc.	191
ARM Group Enterprises Inc.	292	Collins Engineers Inc.	244	French & Parrello Associates (FFA)	419	IPS-Integrated Project Services LLC	99
Arquitectonica	205	Commonwealth Associates Inc.	421	Fuss & O'Neill Inc.	264	ISG	245
Array Architects Inc.	401	Congruex	211	G			
Arup US Inc.	43	CONSOR	71	Group 70 International Inc. (G70)	455	Jacobs Solutions Inc.	2
ATCS	392	Cooper Carry	260	GAI Consultants Inc.	145	Jaros Baum & Bolles	235
AtkinsRéalis	20	Coreogan Clark	468	Galloway & Co. Inc.	318	JCI Architecture	333
Atlas Technical Consultants	49	Core States Group	186	Gannett Fleming TransSystems (GFT)	18	Jensen Hughes	78
Atwell LLC	70	Corgan	54	Garver	88	JEO Consulting Group Inc.	303
Audubon Cos.	64	COWI North America Inc.	208	Gateway Engineers	404	JLG Architects	308
Ayers Saint Gross	337	CPH Consulting	294	GBA	304	JLL (Jones Lang LaSalle)	271
Ayres	317	CPL Architecture Engineering and Planning	261	GBBN	486	Lamar Johnson Collaborative	189
AZTEC Engineering Group Inc.	426	Crabtree Richardson & Associates	478	GEI Consultants Inc.	83	Johnson Mirmiran & Thompson Inc. (JMT)	50
		Crafton Tull	368	Genesis AEC	339	Jones Edmunds & Associates Inc.	474
		Crawford Murphy & Tilly	196	Gensler	12	Jordan & Skala Engineers	460
		CRB	136	Geo-Logic Associates Inc.	278		
B		CSA Group	477	GeoEngineers Inc.	218	K	
Baker Engineering & Risk Consultants Inc.	391	CSO	467	Geosyntec Consultants	36	K&A Engineering Consulting PC	425
Michael Baker International	27	Cushing Terrell	262	Ghafari Associates LLC	146	Kahler Slater	459
Bala Consulting Engineers Inc.	413	CTL Engineering Inc.	338	GHD	28	Kapur & Associates Inc.	336
Ballingier	283	CTLThompson Inc.	450	Gonzalez Cos. LLC	441	KCI Holdings Inc.	53
Barge Design Solutions	160	Curlingham	310	Goodwyn Mills Cawood	149	Kennedy/Jerks Consultants Inc.	240
Barr Engineering Co.	117	D		GPD Group	153	Kier + Wright	387
BW Design Group	111	D&B Engineers and Architects DPC	494	GRAEF	366	Kiewit Corp.	15
Bartlett & West Inc.	234	DCI Engineers	335	Michael Graves	466	Kimley-Horn	8
Barton & Loguidice DPC	279	DAHUN Architecture Planning Interiors	420	Gray	352	Kirksey Architects Inc.	297
Baskerville	431	LEO A DALY	225	HR Green Inc.	168	Xisinger Campo & Associates Corp.	272
Baxter & Woodman Inc.	277	Davis Partnership Architects	442	GreenbergFarrow	342	Kleinfielder Inc.	47
Bechtel	14	Day & Zimmermann	373	Greenman-Pedersen Inc.	80	KLJ Engineering	222
The Beck Group	364	DCCM	116	Gresham Smith	66	Kohn Pedersen Fox (KPF)	141
Benesch	101	Degenkolb Engineers	249	GZA	140	KPFF Consulting Engineers	102
BETA Group Inc.	463	DeKler	444			Krazan & Associates	414
Beyer Blinder Belle Architects and Planners LLP	322	Dennis Group	184			KS Engineers PC	497
BGE Inc.	162	DeSimone Consulting Engineering	223			KTGY	256
BHDP Architecture	312	Dewberry	37				
BKF Engineers	206	DGA	287			L	
BL Cos. Inc.	233	DLR Group	67	H2M architects + engineers	221	LaBella Associates DPC	123
Black & Veatch	13	DLZ Corp.	143	Haley & Aldrich Inc.	118	Lamp Pyneason Inc.	469
Bohannon Huston Inc.	147	Dokken Engineering	439	Haley Ward Inc.	433	Landrum & Brown Inc.	479
Bohon & Merik Inc.	315	Donohue & Associates Inc.	448	Halt	91	Langan	55
Boswell Inc.	375	DOWL LLC	201	Hanbury	385	Lanier & Associates Consulting Engineers Inc.	483
Boulder Associates PC	509	DRMP Inc.	181	Hanson Professional Services Inc.	182	Larson Design Group	238
Bowman Consulting Group Ltd. (Bowman)	72	Durham Associates	494	Hardesty & Hanover LLC	157	Lawrence Group	423
BR+A Consulting Engineers	187			Hargrove Engineers & Constructors	65	Leidos	21
Braum Intertec	135			Hart Howerton	246	HF Lenz Co.	488
Bridgefarmer & Associates Inc.	456			Haskell	228	LHB Inc.	457
Brown and Caldwell	41			HASTINGS Architecture	461	Lionakis	388
BRPH Cos. Inc.	354			Hatch Associates Consultants Inc.	130	Little Diversified Architectural Consulting	269
BSA	263			Hazen and Sawyer	44	LIA Engineering Inc.	52
BSI Engineering	397	E		HEK Engineering LLC	213	LIB Engineering	300
Build Group Inc.	231	EA Engineering Science and Tech.	172	HDR	6	LIN Architects LLP	453
Building & Earth Sciences Inc.	449	The EADS Group Inc.	470	HEAPY	376	Lochmuller Group Inc.	355
Burgess & Niple Inc.	174	EDR	402	HED	204	HW Lochner Inc.	98
The Burke Group Ltd.	197	EGIS USA	139	Henderson Cos.	165	Lockwood Andrews & Newnam Inc.	241
Burns & McDonnell	7	Electrical Consultants Inc.	124	Herbert Rowland & Grubic Inc.	340	LRK Inc.	500
Burns Engineering Inc.	237	EMH&T	298	The HFW Cos.	203	Lord Aeck Sargent Planning & Design Inc.	412
BWR	341	Enercon Services Inc.	104	HGA	128	Loring Consulting Engineers Inc.	429
		Ernead Architects LLP	315	Highland Associates	374	LPA Inc.	178
		Engineering Consulting Services Ltd.	66	Hillis-Carnes Engineering Associates Inc.	358		
		ENTRUST Solutions Group	60	HKS	38		
		Erdman Anthony	384	HLW International LLP	367		
		ESP Associates Inc.	195	HMC Architects	193		
		ETM	295	HNTB Cos.	11		
		EUA	328				
		David Evans Enterprises Inc.	106				
		EVS Inc.	399				

GE

Terri Cornelison

From: Theodorou, Anthony <ATheodorou@benesch.com>
Sent: Friday, May 2, 2025 2:31 PM
To: Terri Cornelison
Subject: Fw: RCPE Pedestrian Crossing - 190234A Villas Street

Terri,

The railroad is ready to fully support a pedestrian bridge over the tracks on Vilas Street. They have handed it over to public projects, which means they are serious about it. Can we add a printout of this email to the board packet agenda for discussion? I need to have an internal meeting with my team on how to prepare for the FRA funding opportunity that would pay for construction.

Anthony Theodorou, PE

Project Manager

atheodorou@benesch.com

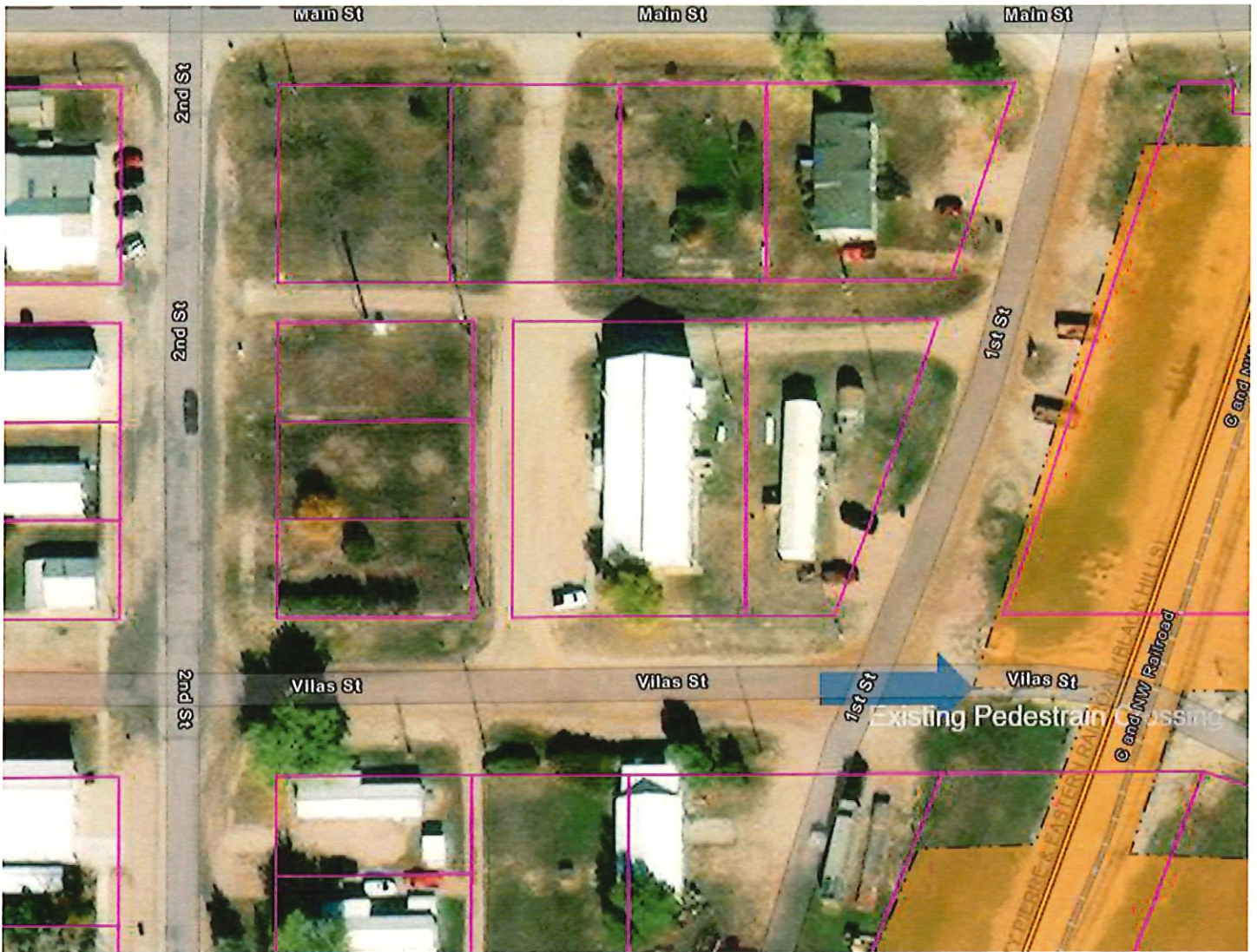
direct: 605-910-7095 mobile: 605-569-3646



From: Greg Breaston <greg.breaston@gwrr.com>
Sent: Friday, May 2, 2025 2:26 PM
To: Theodorou, Anthony <ATheodorou@benesch.com>; Ryan Wonola <rwonola@olsson.com>
Cc: Rachael Powers <Rachael.Powers@gwrr.com>; Sam Roberts <sam.roberts@gwrr.com>; Greg Breaston <greg.breaston@gwrr.com>; Mary Cole <mary.cole@gwrr.com>; Zoe Crabtree <zoe.crabtree@gwrr.com>
Subject: RCPE Pedestrian Crossing - 190234A Villas Street

Good afternoon, Anthony,

I will be your point of contact from G&W for public projects and I have copied Ryan Wonola as the PM from Olsson to manage the project. If you have a conceptual plan for this proposed overhead crossing, please forward it to those on copy. If the town is ready to proceed with a PE, we can get it set up based on a scope of work.



Thank you.

Greg Breaston
Manager, Public Projects
Genesee & Wyoming Railroad Services, Inc.
13901 Sutton Park Drive, Suite 270
Jacksonville, FL 32224
Cell: 904-719-4315
greg.breaston@gwrr.com

This message has originated from an External Source. Please use proper judgment and caution when opening attachments, clicking links or responding to this email.

GF

Terri Cornelison

From: Theodorou, Anthony <ATheodorou@benesch.com>
Sent: Friday, May 2, 2025 3:09 PM
To: Terri Cornelison; Lindsey Lockett
Cc: Board Vice President
Subject: Fw: Summary of Meeting 5/2 on Hermosa Lagoon Expansion change orders

Lindsey,

Can you please add to the agenda a topic on DANR requirements for approval of Hermosa Lagoon Change Orders 5 - 7.

If you print this email and add to the packets, that would be sufficient.

Thanks,

Anthony Theodorou, PE

Project Manager

atheodorou@benesch.com

direct: 605-910-7095 mobile: 605-569-3646



From: McFarling, Tina

Sent: Friday, May 2, 2025 3:02 PM

To: Theodorou, Anthony; McKinley, Suzanne

Cc: Gerhardt, Dan

Subject: RE: Summary of Meeting 5/2 on Hermosa Lagoon Expansion change orders

Anthony,

I followed up with our administration. We talked through the steps that you presented. As the permit was expected to be effective by the time that it would have been needed to allow for a discharge, because the town had applied for the permit in June of 2024, we feel comfortable saying that Change Order 6 would qualify as unforeseeable under SDCL 5-18B-19 (2) and that the change order 6 can be approved.

Also talking over change order 5...if there is still room in the funding available, the town of Hermosa could bid out that portion of the project under the current loan because it was covered in the scope and the environmental review. It just can not be changed ordered in under the existing contract.

Thank you again for taking the time to discuss the project today.



[\[danr.sd.gov\]](http://danr.sd.gov)

Tina McFarling, P.E.
Program Administrator
Environmental Funding Program
Department of Agriculture and Natural Resources
605.773.4216
danr.sd.gov [\[danr.sd.gov\]](http://danr.sd.gov)

66



**DEPARTMENT of AGRICULTURE
and NATURAL RESOURCES**

221 MALL DRIVE, SUITE #201
RAPID CITY SD 57701
danr.sd.gov

May 02, 2025

The Honorable Linda Kramer
President
Town of Hermosa
230 Main Street
Hermosa, SD 57744

RE: Hermosa– North End Water Tank
P&S Number 25-053

Dear Ms. Kramer:

The Department of Agriculture and Natural Resources (DANR) received an electronic copy of the plans and specifications for the North End Water Tank on March 31, 2025, and revised plans on May 01, 2025, in Hermosa, SD. The department has reviewed and hereby approves the plans and specifications for this project. The following are the conditions of approval:

1. Erosion and sediment control measures shown to be installed during construction are generally not evaluated during the plans and specifications review. The owner/operator is responsible for ensuring that pollution prevention measures are implemented and effective. Therefore, approval of plans and specifications for this project does not include approval of an erosion control plan
2. In accordance with the Administrative Rules of South Dakota (ARSD) § 74:53:04:08, the Department of Agriculture and Natural Resources shall be notified when works or systems or both constructed in accordance with approved plans and specifications are placed in service.

This review primarily aims to determine compliance with the minimum sanitary engineering requirements and does not cover items such as quality of material, structural soundness, or electrical and mechanical design features. Approval of the plans and specifications does not in any way release the applicant from the responsibility that the project will be an operable facility when construction is completed.

If you have any questions, please contact me at (605) 910-4953.

Sincerely,

Erin Fagnan, P.E
Engineering Manager
Drinking Water Program, SD DANR

Cc: Anthony Theodorou, P.E, Benesch (email)

Town of Hermosa

7A

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

COMMERCIAL BUILDING / REMODELING PERMIT APPLICATION

(This Building Permit Is Valid for One Year-----Please See Page 2 for Exceptions)

DATE 3/13/25

PERMIT # 2025-10

Receipt # _____	Cash _____	Check # _____	Amount _____	(\$75.00)
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Is Property in the Flood Plain? Yes No Zoning District _____

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

ALL PLANS TO BE PREPARED, SEALED AND SIGNED BY A REGISTERED ENGINEER OF SOUTH DAKOTA!!

Property Owner Names(s): Mark A Eracine Cropley

Mailing Address PO Box 406

City Hermosa South Dakota State _____ Zip 57744

Phone # Home 605 981 0075 Work Erac

Building address if different than mailing address: 24549 south dakota way 79 Hermosa SD

Email: Eracinecropley@gmail.com

LEGAL DESCRIPTION:

Subdivision name: _____ Lot# _____ Block _____ Lot size _____

Zoning District _____

CLASS OF WORK TO BE DONE:

New structure _____ Demolition _____ Remodel _____ Addition

Proposed Use of Building: Convent office to cover building

Building Area (Sq. Ft.): 816 Height: 12 # of Units: _____

No. of Stories: 0 No. Bathrooms: 0 Deck: 0 Deck Area (Sq. Ft.): 0

TYPE OF USE:

Commercial Accessory _____ Other _____

CONTRACTOR INFORMATION:

Contractors must all be registered with the Town of Hermosa

General Contractor (Project POC\responsible party): _____ Phone: _____

Structural Contractor _____ Phone _____

Electrical Contractor _____ Phone _____

Plumbing Contractor _____ Phone _____

Heat/Mechanical _____ Phone _____

Excavation Contractor _____ Phone _____

Landscape Contractor _____ Phone _____

Are there any of the following on site: Hazardous materials YES / NO

Lead paint YES / NO

Asbestos YES / NO

Does the building have a Historical Designation: YES / NO

Parcel # 004135

OFFICE USE ONLY

Drainage on property will not affect neighboring lots and/or town right of way. YES/NO

Are signs to be constructed: YES/NO

(If yes, a detailed drawing and sign permit are required)

Current utilities on site: Gas Water Electricity Municipal Sewer Septic

Proposed utilities: none

Describe Work:

TOTAL COST ESTIMATE OF IMPROVEMENTS: \$ 5000

TOTAL SQUARE FOOTAGE OF PROJECT 816

Every permit issued by the Planning Administrator under the provisions of this code shall expire by limitation and become null and void if the building or work authorized by such permit is not commenced within 12 months from the date of such permit or if the building or work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of one year. If so, before such work can be re-started, an extension of the permit shall be first obtained to do so, and a service charge of \$35.00 shall be required, provided no changes have been made or will be made in the original plans and specifications for such work.

In filling this application, I hereby grant to the Hermosa Planning & Zoning commission, and the Hermosa Town Board, and their designee(s), permission to inspect any and all structures and land involved in my application for the purpose of ascertaining compliance with the ordinance of the Town of Hermosa and the State of South Dakota, which permission shall continue so long as the application or an appeal there-on is pending. It is my responsibility to ensure the presence of the Town Maintenance Supervisor during water and sewer connections.

I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. The granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction.

I understand Permit application fees are due upon submittal and are non-refundable. Final fees are based upon building calculations and are due and payable when permit has been approved. Permits are reviewed by the town engineer; those expenses will be included with the permit fees and applicant will be responsible for those expenses.

A CERTIFICATE OF OCCUPANCY MUST BE OBTAINED BEFORE OCCUPYING STRUCTURE.

Signature(s) Of Owner(s) (If Owner Builder)

Date 3-13-2025

Signature(s) of Contractor/Authorized Agent

Date

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

Table with 2 columns: PLANNING COMMISSION and HERMOSA BOARD OF TRUSTEES. Each column has checkboxes for Approved/Denied and fields for NAME, TITLE, SIGNATURE, DATE, and DATE PERMIT ISSUED.

COMMERCIAL SURVEY/SITE PLAN REQUIREMENTS

Incomplete plans will be returned to applicant for resubmission when complete.

General

1. Blueprints / Site plan drawn to scale (1" = 20" preferred)

- A. Show North arrow
- B. Property lines showing survey pin.
- C. Lot and Block number (legal description)
- D. 911 Address
- E. Zoning district
- F. Zoning of adjacent lots and Street names of adjacent streets.
- G. Locations of ingress and egress access.
- H. Number of parking spaces.

2. Dimensions of lot, including square footage, (verified by Plat)

- A. Setback footages, front, rear, and side yards from property line to structure.
- B. Easements, existing and proposed
- C. Contours, existing and proposed

3. Complete structural information

- A. Locations of all existing buildings on lot
- B. Location of proposed building/addition
- C. Type of construction and use
- D. Floor area, height, stories, rest rooms, ADA compliant
- E. Footing and Foundation Plan
- F. Wall section and Full sections.
- G. Complete Mechanical Floor Plan.

Drainage

1. Grade elevations representing all contours at the following locations:

- A. Each corner lot (existing and proposed)
- B. Elevation of grade at foundation and top of foundation of structures on adjacent lots
- C. Elevation of grade at foundation, top of foundation and garage floor of proposed new construction.
- D. Elevation of lowest point of entry (ex: Door sill or top of window well)
- E. Lowest floor elevation
- F. Placement and method of erosion control
- G. Drainage with flow direction arrows
- H. Fire Plan, Sprinklers, Alarms, Closest Hydrant

ADA Requirements

1. Parking and exterior routes,

- A. Handicapped Parking as per ADA guidelines. Van Accessible.
- B. Required number of handicapped spaces
- C. Handicapped assessable entrance and restroom

Utilities

1. Complete utility plan

- A. Sewer Mains, existing and proposed, with size and cleanout location.
- B. On-Site Wastewater Disposal System application (if applicable)
- C. Water Service Lines, existing and proposed, with size, type, and curb stop.
- D. Location of Fire Hydrants, existing and proposed, Fire service lines, existing and proposed
- E. Location of all easements, as shown on record plats, 100 year Flood Plain (as per FEMA MAP) Sewer mains, Water mains, Elect., Gas & Phone locations.

All plans are required to comply to applicable codes as adopted by the governing entity.

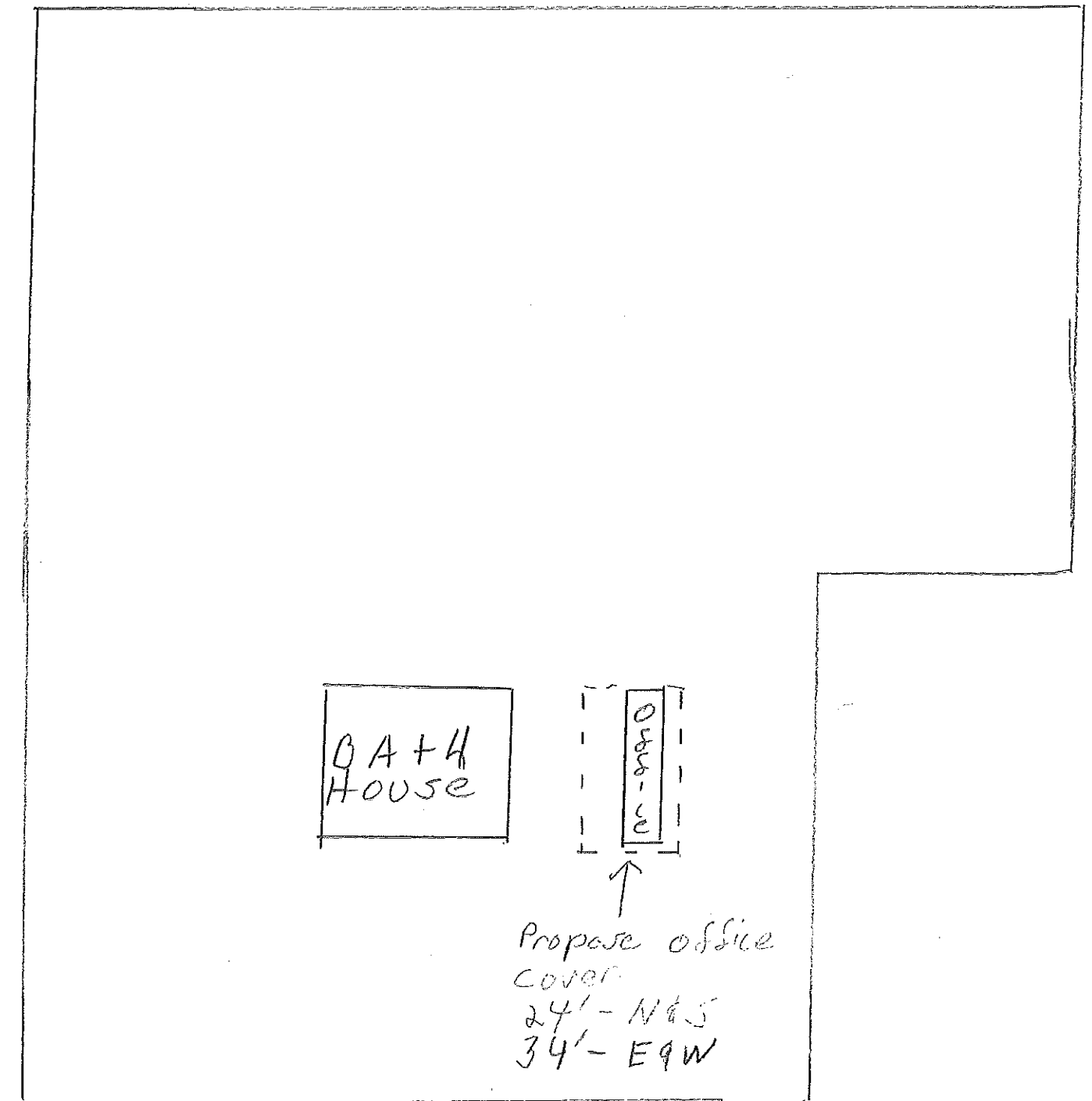
A security bond may be required in sufficient amount to cover the costs of all required improvements.

Numbers you should know:	Town of Hermosa	605-255-4291
	Chuck Ferguson Building Inspections	605-390-0045
	Leah Berg Engineer	605-716-4646
	One Call Utility locator	800-781-7474

Southern Hills
RV Park &
Campground

W

Mark A Francone Cropley



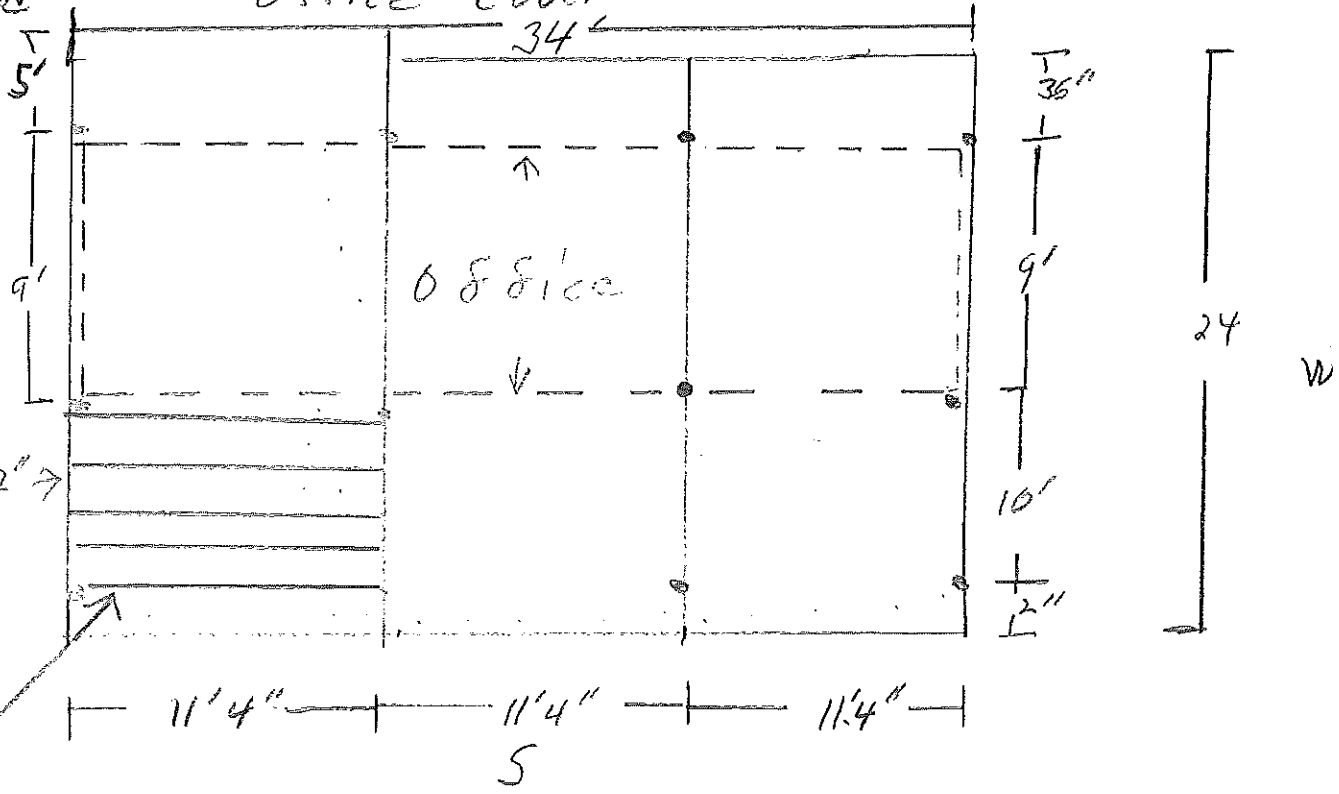
Propose office
cover
24' - N & S
34' - E & W

E

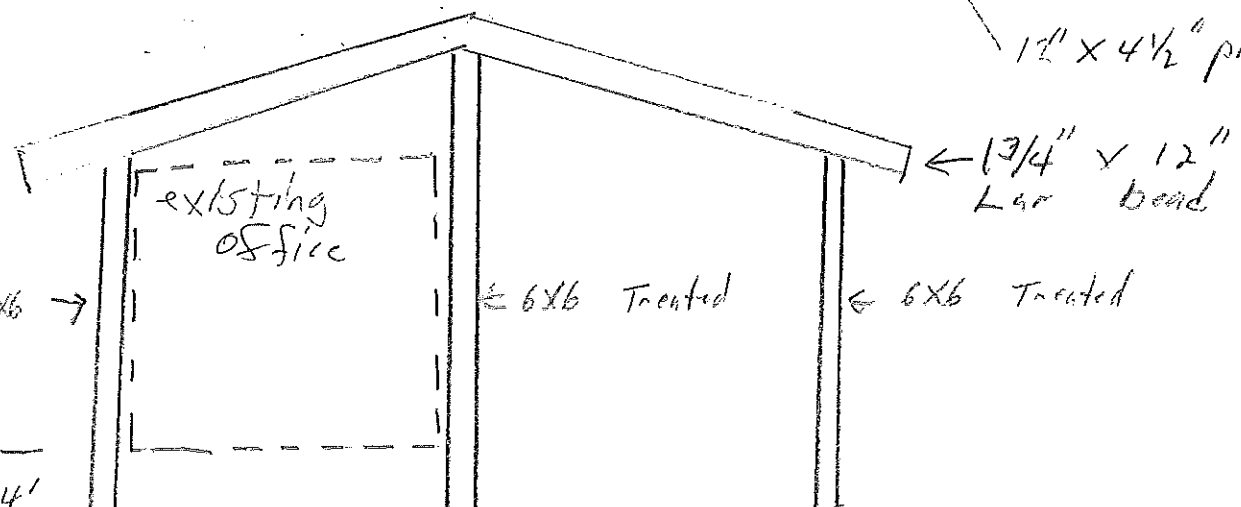
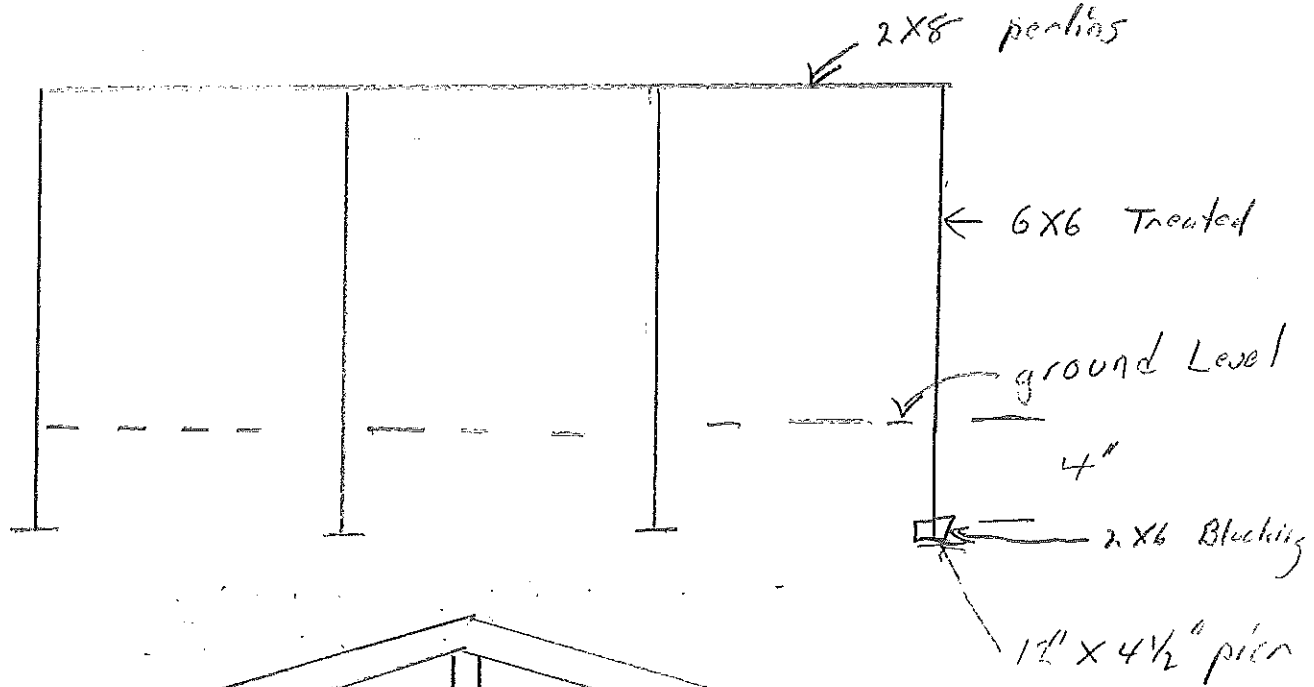
Southern Hill
RV Park &
Campground

Mark & Francine Crapley

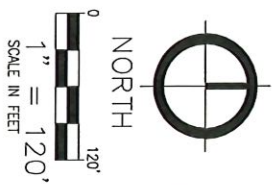
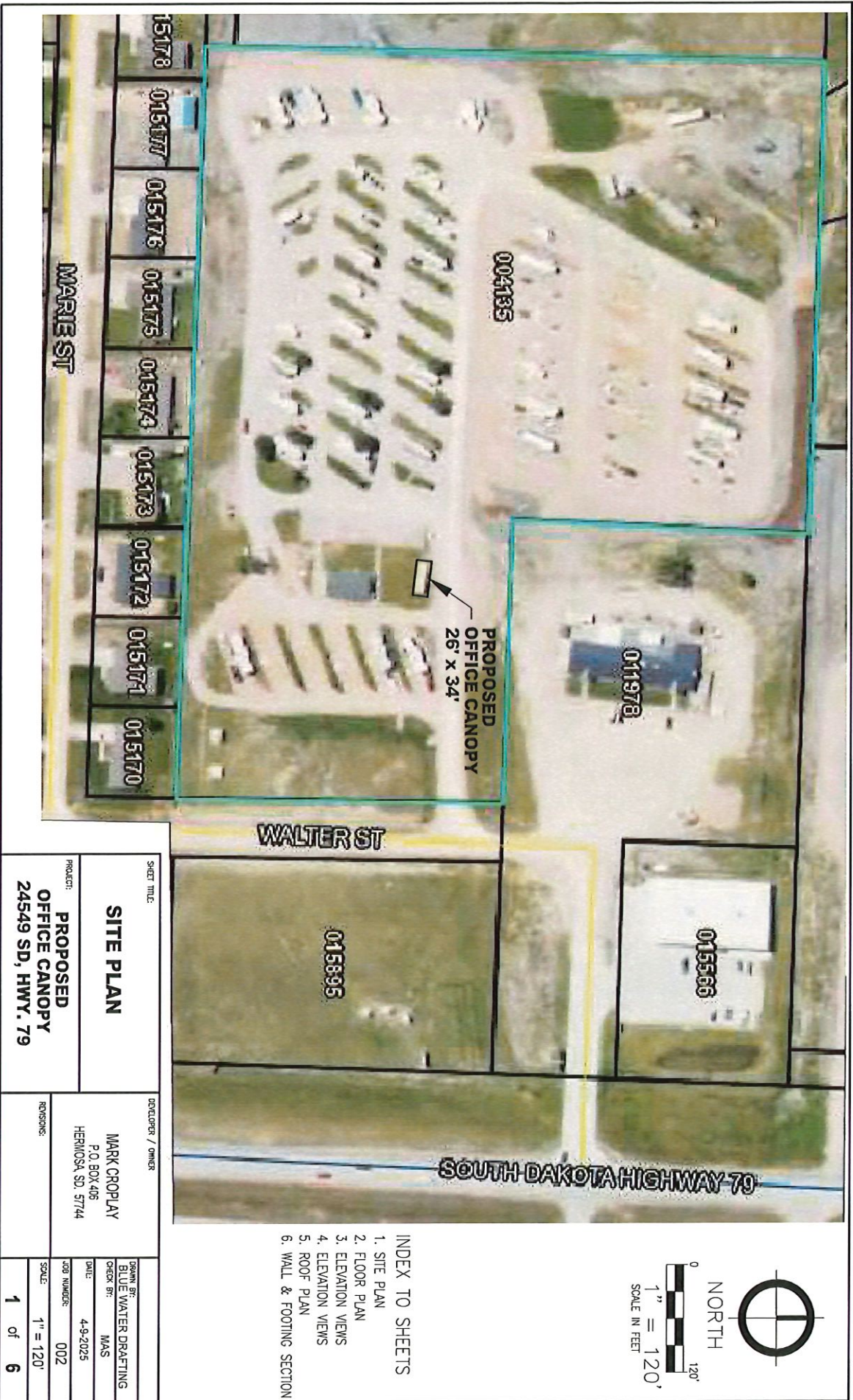
Proposed
office cover



2x8
2' on
center

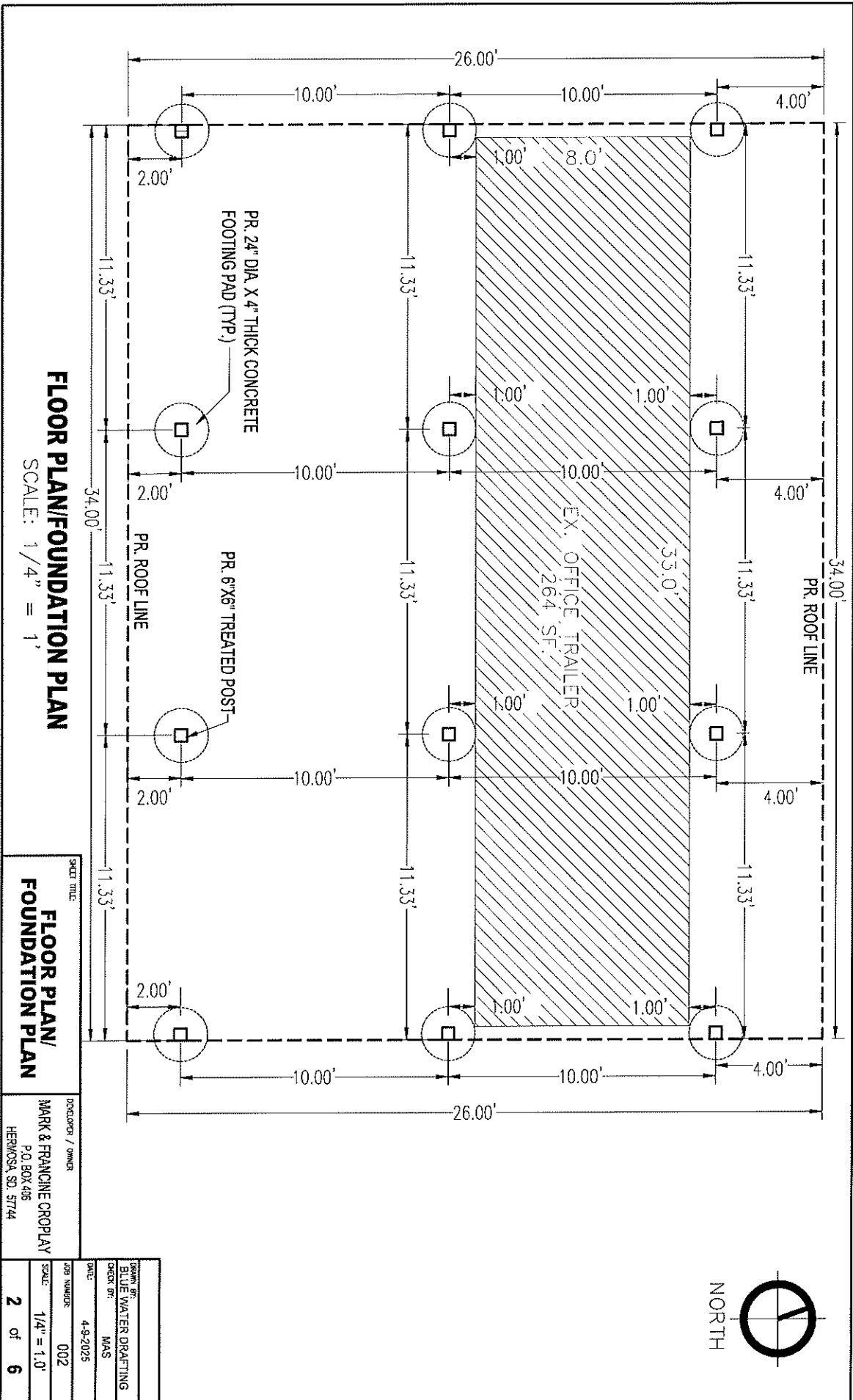


Inground 4'



- INDEX TO SHEETS
- 1. SITE PLAN
 - 2. FLOOR PLAN
 - 3. ELEVATION VIEWS
 - 4. ELEVATION VIEWS
 - 5. ROOF PLAN
 - 6. WALL & FOOTING SECTION

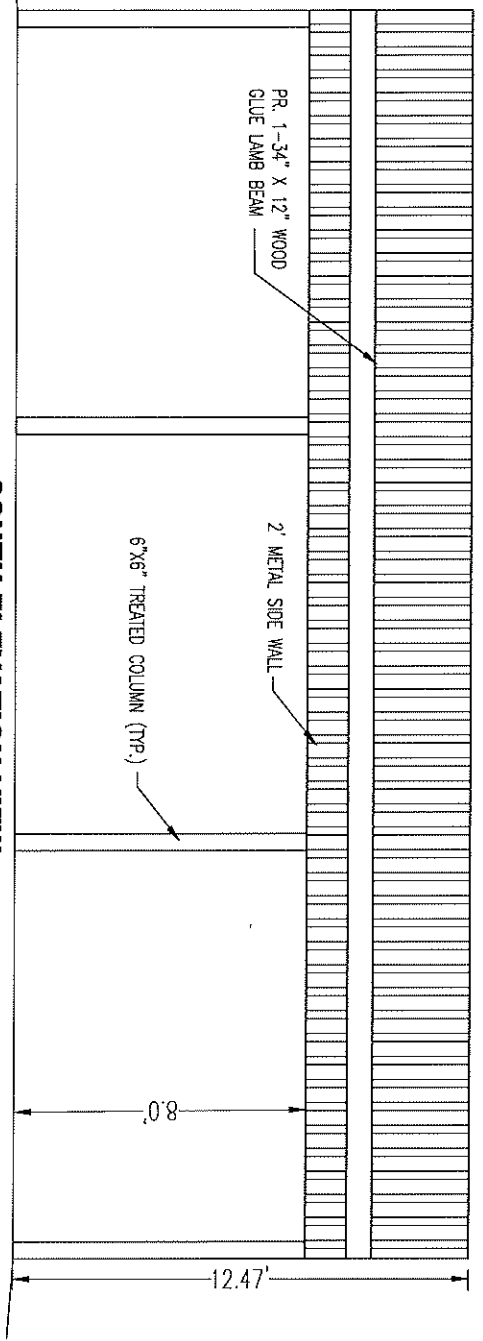
SHEET TITLE:		DRAWN BY:	
SITE PLAN		BLUE WATER DRAFTING	
PROJECT:		CHECK BY:	
PROPOSED OFFICE CANOPY		MAS	
24549 SD, HWY. 79		DATE:	
		4-9-2025	
DEVELOPER / OWNER:		JOB NUMBER:	
MARK CROPLAY		002	
P.O. BOX 405		SCALE:	
HERMOSA, SD 57144		1" = 120'	
REVISIONS:		1 of 6	



FLOOR PLAN/FOUNDATION PLAN

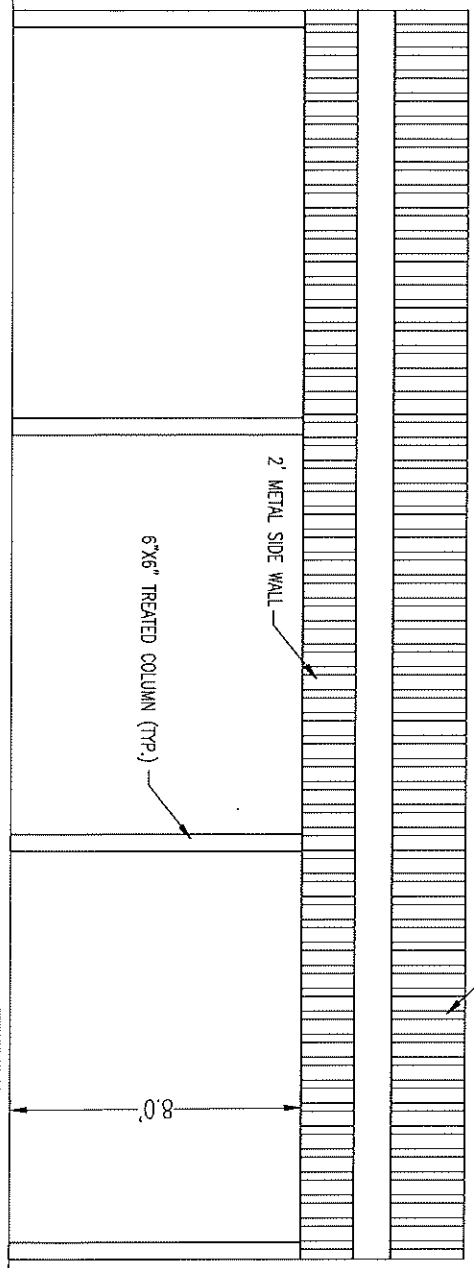
SCALE: 1/4" = 1'

SHEET TITLE FLOOR PLAN/ FOUNDATION PLAN		DESIGNER / OWNER MARK & FRANCINE CROPLAY P.O. BOX 408 HERNANDIA, SD 57144	
DRAWN BY: BLUE WATER DRAFTING	DATE: 4-9-2025	JOB NUMBER: 002	SCALE: 1/4" = 1.0'
CHECK BY: MAS		2 of 6	



SOUTH ELEVATION VIEW

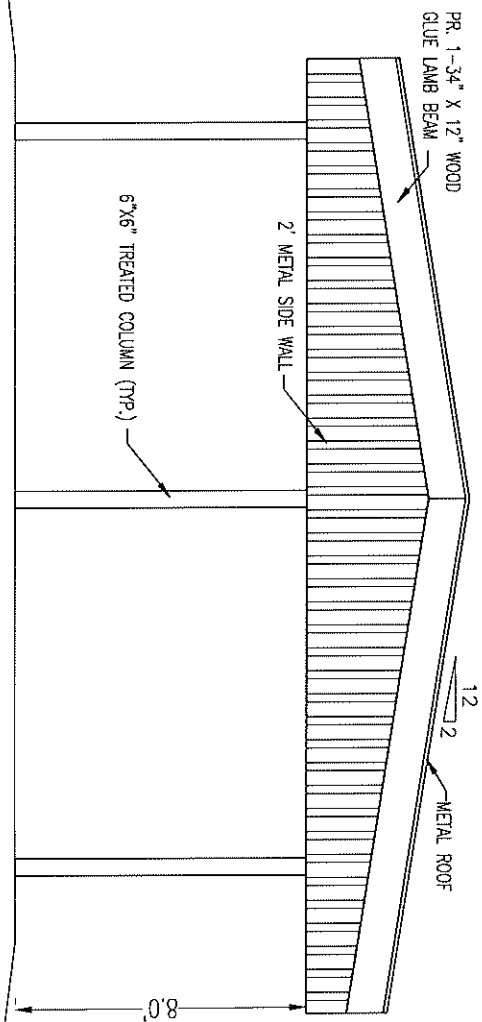
SCALE: 1/4" = 1'



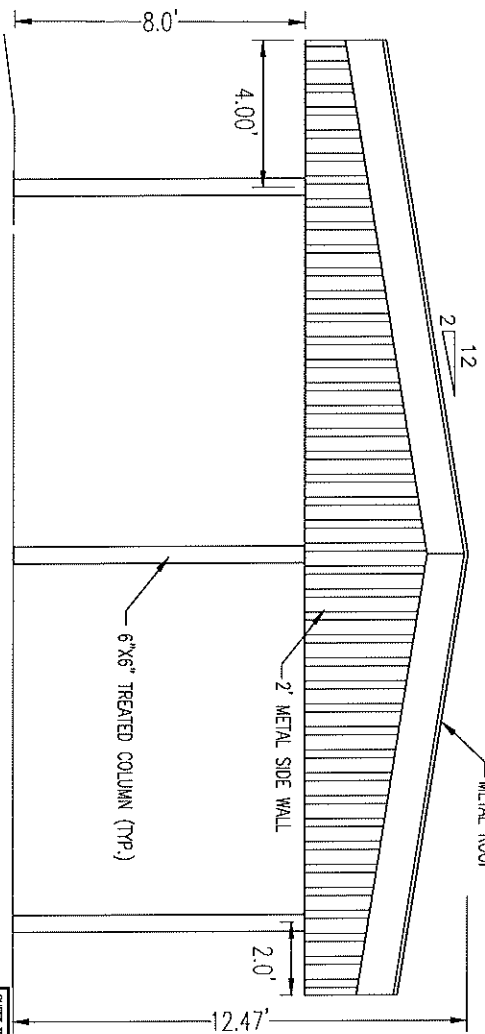
NORTH ELEVATION VIEW

SCALE: 1/4" = 1'

SHEET TITLE:	
ELEVATION VIEWS	
DRAWN BY:	MARK & FRANCINE CROPLAY
CHECK BY:	P.O. BOX 408 HERNANDO, SD. 5744
DATE:	4-9-2025
JOB NUMBER:	002
SCALE:	1/4" = 1.0'
3 of 6	

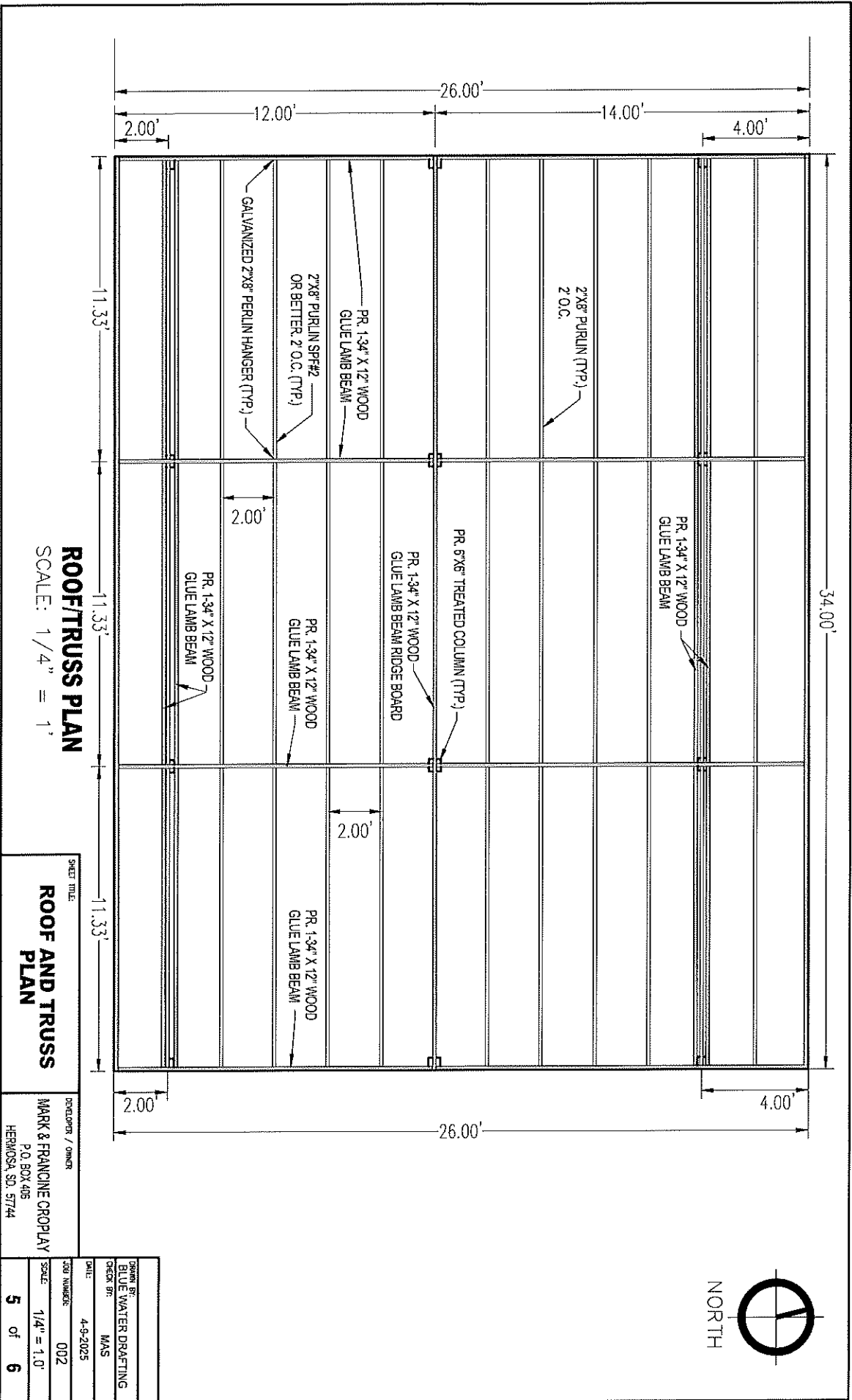


EAST ELEVATION VIEW
SCALE: 1/4" = 1'



WEST ELEVATION VIEW
SCALE: 1/4" = 1'

SHEET TITLE	
ELEVATION VIEWS	
DEVELOPER / OWNER	MARK & FRANCINE CROPLAY P.O. BOX 405 HERMOSA, SD, 57144
DATE:	4-9-2025
DESIGN BY:	BLUE WATER DRAFTING
CHECK BY:	MAS
JOB NUMBER:	002
SCALE:	1/4" = 1.0'
4 of 6	



ROOF/TRUSS PLAN
SCALE: 1/4" = 1'

SHEET TITLE:
ROOF AND TRUSS PLAN

DEVELOPER / OWNER:
MARK & FRANCINE CROPLAY
P.O. BOX 405
HERNOSA, SD. 57144

DRAWN BY:	BLUE WATER DRAFTING
CHECK BY:	MAS
DATE:	4-9-2025
SHEET NUMBER:	002
SCALE:	1/4" = 1.0'
5 of 6	

8A

Claims for approval 5-06-2025

VENDOR	REFERENCE	AMOUNT
A & B BUSINESS EQUIPMENT	MONTHLY PRINTER/FAX FEE	\$ 560.05
BANK WEST	CLASSIC WEB BANKING FEE	\$ 25.00
BANK WEST CREDIT CARD	VOLUNTEER AWARDS/DIST 9 MTG/ADOBE/STAMPS/TRASH	
	PUMP RENTAL/PAPER/ENVELOPES FOR COMP PLAN SURVEY	\$ 1,585.10
BENESH	ON-CALL SERVICES/OFFICE SUPPORT	\$ 770.00
BENESCH	LAGOON EXPANSION/NEW DANR PERMIT ENGINEER FEES	\$ 3,619.53
BENESCH	WASTEWATER TREATMENT PLANT ENGINEER FEES	\$ 2,752.00
BENESCH	NORTH WATER TANK ENGINEER FEES	\$ 8,208.00
BENESCH	FY22 DWSRF PROJECT ENGINEER FEES	\$ 5,185.00
BENESCH	LONE COYOTE WATER & SEWER EXTENSION ENGINEER FEES	\$ 5,619.75
BENESCH	COMPREHENSIVE PLAN UPDATE-FINAL ENGINEER FEES	\$ 1,820.00
BLACK HILLS ELECTRIC COOP	UTILITIES ELECTRIC MARCH 2025	\$ 2,972.90
CONRAD'S BIG "C" ELECTRI INC	REPAIR LIGHT POLES	\$ 1,311.46
CUSTER COUNTY SHERIFF	DISPATCH CONTRACT MAY - JULY 2025	\$ 2,000.00
DAKOTA SUPPLY GROUP	LAGOON-RW GATE VALVES, VALVE BOX EXT, PARTS FOR	
	WWTP, WIRE TRACER & PIPES	\$ 16,805.04
CHUCK FERGUSON	APRIL 2025 SERVICES	\$ 3,120.00
GOLDEN WEST TECHNOLOGIES	EMAIL ISSUES FROM NEW WEBSITE DOMAIN CHANGE/SET UP	
	NEW ADMIN ASSIST COMPUTER	\$ 360.00
HARVEY'S LOCK SHOP	REKEY EVIDENCE ROOM LOCK	\$ 139.40
HAWKINS INC	WATER TREATMENT CHEMICALS	\$ 636.04
JP COOKE COMPANY	PET LICENSE TAGS (100 COUNT)	\$ 124.95
LINDSEY LUCKETT	REIMBURSE FINGERPRINTING FEE	\$ 30.00
MIDCONTINENT TESTING LABORATORIES	WATER AND LAGOON TESTING	\$ 796.00
MILLER CONSTRUCTION	2 LOADS BASE COURSE-DOLLAR GENERAL AREA/1ST STREET	\$ 1,057.48
OFFICE DEPOT	PRINTING CALCULATOR FOR FO	\$ 97.69
RURAL DEVELOPMENT	RD 1 LOAN-APRIL INTEREST & PRINCIPAL	\$ 1,278.00
	RD 2 LOAN - APRIL INTEREST & PRINCIPAL	\$ 417.00
	RD 3 LOAN - APRIL INTEREST & PRINCIPAL	\$ 222.00
SUMMIT FIRE PROTECTION	ANNUAL FIRE EXTINGUISHERS INSPECTION	\$ 229.60
TIME EQUIPMENT RENTAL	RENTAL OF 4" TRASH PUMP	\$ 316.26
US BANK	MAY 2025 QUARTERLY SRF LOAN PAYMENT	\$ 1,493.23
Accounts Payable Total		\$ 63,551.48
Utility Deposit Refund		
Ron Bancroft	333 McDermard Street	\$ 100.00
Brett Thomason	267 Main Street	\$ 77.79
	Deposit Refund total	\$ 177.79
Payroll related		
Total Paid On: 4/30/2025		
	Legislative, Financial Administration, Govt Blds	\$ 3,875.30
	Water	\$ 164.79
	Sewer	
	Promoting City/BBB	
SOUTH DAKOTA RETIREMENT	SDRS	\$ 659.96
EFTPS-ELECTRONIC FEDERAL TAX	FED/FICA TAX	\$ 1,015.80
HEALTH POOL OF SD	FO SINGLE HEALTH 4/25	\$ 1,043.57
Payroll Total		\$ 6,759.42
***** REPORT TOTAL *****		\$ 70,488.69

CLAIMS REPORT
 Check Range: 4/16/2025- 5/06/2025

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
A & B BUSINESS EQUIPMENT INC	MONTHLY PRINTER/FAX FEE	560.05		490	5/06/25
A & B BUSINESS EQUIPMENT INC	MONTHLY PRINTER/FAX FEE		560.05		
BANK WEST	CLASSIC WEB BANKING FEE		25.00	491	5/04/25
BANKWEST CARDMEMBER SERVS	4" TRASH PUMP RENTAL		1,585.10	505	5/06/25
BENESCH	NORTH WATER TANK ENGINEERING		27,974.28	18272	5/06/25
BLACK HILLS ELECTRIC COOP.,Inc	UTILITIES-GENERAL		2,972.90	492	5/05/25
CONRADS BIG "C" ELECTRIC	REPAIR LIGHT POLES NOT WORKING		1,311.46	18273	5/06/25
CUSTER COUNTY SHERIFF	DISPATCH CONTRACT MAY-JUL 2025		2,000.00	18274	5/06/25
DANR	WASTEWATER DISCHARGE PERMIT				
DSG-DAKOTA SUPPLY GROUP	VALVE BOX EXT	54.66		499	5/06/25
DSG-DAKOTA SUPPLY GROUP	PARTS FOR WWTP	203.33		500	5/06/25
DSG-DAKOTA SUPPLY GROUP		6,555.76-		501	5/06/25
DSG-DAKOTA SUPPLY GROUP	LAGOON EXTRAS FOR BAROQUE ADV	16,887.95		502	5/06/25
DSG-DAKOTA SUPPLY GROUP	WIRE TRACER FOR LAGOON	173.38		503	5/06/25
DSG-DAKOTA SUPPLY GROUP	RW GATE VALVES-LAGOON	6,041.48	16,805.04	504	5/06/25
EFTPS-Electronic Federal Tax	FED/FICA TAX		1,015.80	497	4/30/25
CHUCK FERGUSON	CONTRACT SERVICES - WATER		3,120.00	498	4/30/25
GOLDEN WEST TECHNOLOGIES	SETUP FOR NEW ADMIN ASSIST		360.00	18275	5/06/25
Harvey's Lock & Security	REKEY EVIDENCE ROOM DOOR LOCK		139.40	18276	5/06/25
HAWKINS, Inc.	WATER TREATMENT CHEMICALS		636.04	18277	5/06/25
HEALTH POOL OF SOUTH DAKOTA	LIFE INS	10.50		18268	4/30/25
HEALTH POOL OF SOUTH DAKOTA	FO SINGLE HEALTH INSURANCE	1,043.57	1,054.07	18278	5/06/25
JP COOK CO	PET LICENSE TAGS (100)		124.95	18279	5/06/25
LINDSEY LUCKETT	REIMBURSE FINGERPRINTING FEE		30.00	506	5/06/25
Midcontinent testing lab. Inc	LAGOON TESTING		796.00	18280	5/06/25
MILLER CONSTRUCTION	2 LOADS 3/4" BASE COURSE		1,057.48	18281	5/06/25
ODP BUSINESS SOLUTIONS LLC	PRINTING CALCULATOR FOR FO		97.69	507	5/01/25
RURAL DEVELOPMENT	RD 1 LOAN-APRIL 2025 PRINCIPAL	1,278.00		493	5/06/25
RURAL DEVELOPMENT	RD 2 LOAN-APRIL 2025 INTEREST	417.00		494	5/06/25
RURAL DEVELOPMENT	RD 3 LOAN-APRIL 2025 INTEREST	222.00	1,917.00	495	5/06/25
SILVERSMITH DATA	SOFTWARE INTEGRATION/SETUP				
SOUTH DAKOTA RETIREMENT SYSTEM	SDRS		659.96	18267	4/30/25
Summit fire protection	FIRE EXTINGUISHER ANNUAL INSP		229.60	18282	5/06/25
TIME EQUIPMENT RENTAL	KOSHIN 4" TRASH PUMP RENTAL		316.26	18283	5/06/25
US BANK	SRF MAY 2025 PRINCIPAL		1,493.23	496	5/01/25
Accounts Payable Total			66,281.31		
Utility Refund Checks					

602	WATER		177.79		

Refund Checks Total			177.79		
Payroll Checks					

101	GENERAL		3,875.30		
602	WATER		164.79		

Total Paid On: 4/30/25			4,040.09		

CLAIMS REPORT
Check Range: 4/16/2025- 5/06/2025

FUND NAME	DEPOSIT AMOUNT
Total Payroll Paid	4,040.09
Report Total	70,499.19

- 10.50 Life Ins pd by
Employee

70,488.69

CLAIMS REPORT
CLAIMS FUND SUMMARY

FUND	NAME	AMOUNT
101	GENERAL	42,943.20
602	WATER	6,924.29
604	SEWER	20,631.70

	TOTAL FUNDS	70,499.19

- 10.50 Life Ins pt by employee

70,488.69



CUSTER COUNTY SHERIFF'S OFFICE
 SHERIFF MARTY MECHALEY
 420 MT RUSHMORE ROAD, CUSTER, SOUTH DAKOTA, 57730
 PHONE: (605) 673-8146 FAX: (605)673-8154



Hermosa April 2025 - CFS's

Printed on May 2, 2025

CFS Date/Time	CFS #	Case Number	Code	Code : Description	Outstanding Forms Zone
04/01/25 13:13:36	CFS2502868		SIG2	SIG2 : EMER, ACCIDENT,	MAIN ST (92.2 feet) and HERMOSA
04/02/25 20:22:31	CFS2502901		EXT	EXT : Extra Patrol	HERMOSA
04/04/25 12:03:41	CFS2502939		PAPSERV	PAPSERV : Paper Service	4TH ST (92.4 feet) and HERMOSA
04/05/25 18:04:32	CFS2502976		CIVIL	CIVIL : Civil Matter	INGALLS BLVD (166.2 HERMOSA
04/05/25 20:11:27	CFS2502980		FSTRU	FSTRU : Fire Call for	FOLSOM ST (145.1 HERMOSA
04/06/25 07:54:51	CFS2502987		EXT	EXT : Extra Patrol	HERMOSA
04/06/25 14:28:01	CFS2503001		911A	911A : 911 Abandoned	S HEARTLAND EXPY HERMOSA
04/06/25 17:18:19	CFS2503007		DIST	DIST : Disturbance	MAIN ST (92.2 feet) and HERMOSA
04/07/25 07:11:09	CFS2503020		SPATROL	SPATROL : School Patrol	MAIN ST (171.3 feet) HERMOSA
04/08/25 07:25:27	CFS2503049		SPATROL	SPATROL : School Patrol	MAIN ST (171.3 feet) HERMOSA
04/08/25 16:21:28	CFS2503068		PAPSERV	PAPSERV : Paper Service	E WHITNEY ST (0.1 HERMOSA
04/09/25 07:25:58	CFS2503082		SPATROL	SPATROL : School Patrol	MAIN ST (171.3 feet) HERMOSA
04/09/25 12:29:55	CFS2503092		ALRBA	ALRBA : Burglar Alarm -	GUMBO LILY LN (0.1 HERMOSA
04/09/25 13:36:41	CFS2503098		EXT	EXT : Extra Patrol	HERMOSA

9A

CFS Date/Time	CFS #	Case Number	Code	Code : Description	Outstation/Zone	Printed Forms
04/10/25 07:37:17	CFS2503120		SPATROL	SPATROL : School Patrol	HERMOSA MAIN ST (171.3 feet)	
04/10/25 09:36:20	CFS2503124		SCHOOLREL	SCHOOLREL : SCHOOL	HERMOSA MAIN ST (171.3 feet)	
04/10/25 14:23:54	CFS2503137		EXT	EXT : Extra Patrol	HERMOSA	
04/11/25 11:17:48	CFS2503153		INFO	INFO : Info	HERMOSA GUMBO LILY LN (0.1)	
04/12/25 20:06:27	CFS2503201		SPECEVENT	SPECEVENT : Special	HERMOSA MAIN ST (117.7 feet)	
04/12/25 20:11:58	CFS2503202		SPECEVENT	SPECEVENT : Special	HERMOSA TAZCT (0.0 miles)	
04/13/25 13:54:06	CFS2503229		THREATS	THREATS : Threats	HERMOSA WALTER ST (28.5 feet)	
04/14/25 19:34:11	CFS2503262		EXT	EXT : Extra Patrol	HERMOSA	
04/15/25 07:34:40	CFS2503267		SPATROL	SPATROL : School Patrol	HERMOSA MAIN ST (171.3 feet)	
04/16/25 07:27:30	CFS2503290		SPATROL	SPATROL : School Patrol	HERMOSA MAIN ST (171.3 feet)	
04/16/25 08:56:22	CFS2503295		SCHOOLREL	SCHOOLREL : SCHOOL	HERMOSA MAIN ST (171.3 feet)	
04/17/25 08:29:41	CFS2503325		PAPSERV	PAPSERV : Paper Service	HERMOSA E. WHITNEY ST (0.1)	
04/17/25 08:47:42	CFS2503326		PAPSERV	PAPSERV : Paper Service	HERMOSA 3RD ST (203.3 feet)	
04/17/25 09:11:09	CFS2503329		EXT	EXT : Extra Patrol	HERMOSA	
04/21/25 17:42:18	CFS2503434	2025-00152	DEATH	DEATH : Death / Coroner	HERMOSA 3RD ST (237.5 feet)	
04/22/25 00:39:26	CFS2503441		AOA	AOA : Assist Other	HERMOSA DRY CREEK RD (0.5)	
04/22/25 01:19:14	CFS2503442		EXT	EXT : Extra Patrol	HERMOSA	
04/22/25 07:25:11	CFS2503444		SPATROL	SPATROL : School Patrol	HERMOSA MAIN ST (171.3 feet)	

CFS Date/Time	CFS #	Case Number	Code	Code : Description	Outstanding Completed Forms Zone
04/22/25 12:46:12	CFS2503455	2025-00156	SCHOOLREL	SCHOOLREL : SCHOOL	MAIN ST (171.3 feet) HERMOSA
04/23/25 07:35:41	CFS2503472		SPATROL	SPATROL : School Patrol	MAIN ST (171.3 feet) HERMOSA
04/23/25 09:11:28	CFS2503476		VEHABND	VEHABND : Abandoned	HERMOSA
04/24/25 11:09:32	CFS2503515		LIVESTOCK	LIVESTOCK : Livestock	HERMOSA
04/25/25 09:32:33	CFS2503545	2025-00166	PERSUSP	PERSUSP : Suspicious	MAIN ST (92.2 feet) and HERMOSA
04/27/25 11:24:55	CFS2503617		911A	911A : 911 Abandoned	MAIN ST (0.1 miles) HERMOSA
04/27/25 14:47:01	CFS2503622		CONCIT	CONCIT : Concerned	N HEARTLAND EXPY HERMOSA
04/28/25 07:34:52	CFS2503633		SPATROL	SPATROL : School Patrol	MAIN ST (171.3 feet) HERMOSA
04/28/25 08:30:05	CFS2503635		SCHOOLREL	SCHOOLREL : SCHOOL	MAIN ST (171.3 feet) HERMOSA
04/29/25 20:09:22	CFS2503681		TRAFFCOMP	TRAFFCOMP : Traffic	E MAIN ST (0.4 miles) HERMOSA
04/30/25 07:37:05	CFS2503690		SPATROL	SPATROL : School Patrol	MAIN ST (171.3 feet) HERMOSA

Total Records: 43

***Note: Contact us for any special events which may occur throughout the year.**

Payroll

Fire Department	\$0	_____
Sewer Department	\$7,392	_____
Waterworks	\$11,552	_____
Electric Utility	\$0	_____
Gas Utility	\$0	_____

Do You Have These Exposures To Be Covered Through SDPAA?

	#	
Ambulance Service - Number of Ambulances	0	_____
EMTs, Paramedics, Nurses	0	_____
Garbage Dump/Landfill/Refuse Site	0	_____
Swimming Areas - Pools	0	_____
<i>Diving Boards</i>	0	_____
<i>Flumes - Total length in feet</i>	0	_____
<i>Plunges</i>	0	_____
Fireworks Displays	0	_____
Golf Courses	0	_____
<i>Holes</i>	0	_____
Road Miles	6	_____
Fire Fighters - Number of Volunteers Excluding EMTs	0	_____
<i>Do the Volunteer Fire Fighters have separate coverage? (Y/N)</i>		_____
Zoos	0	_____
Bridges	1	_____
Dams	0	_____
Boats	0	_____
Daycare Children	0	_____
Public Health Department (Y/N)	N	_____
Airport (Y/N)	N	_____
Skateboard Parks	0	_____
Home Health Care Providers	0	_____
Campgrounds (Y/N)	N	_____
<i># of Sites</i>	0	_____
Gun/Archery Ranges (Y/N)	N	_____
<i>If yes, are ranges owned/operated by you? (Y/N)</i>	N	_____
4-H Coordinator (employed by you) (Y/N)	N	_____
Boards Operating Under Your Authority (Y/N)	N	_____
Special Events involving Alcoholic Beverages (Y/N)	N	_____
<i>Contact the SDPAA to obtain special event coverage for these events</i>		
Drone, owned and operated by your entity (Y/N)	N	_____

Additional Renewal Questions:

Enhanced Crime Coverage (Y indicates already enrolled)	Y	_____
--	---	-------

Have you hired an employee who had a prior theft or dishonest act involving loss of money, securities or other property valued over \$10,000? (Y/N) N _____

*If you have knowledge of such prior theft or dishonest act, an incident involving that employee may be excluded for Crime coverage under the SDPAA Crime coverage.
Contact the SDPAA to procure separate coverage on a case-by-case basis.*

Are you responsible for water quality testing? (Y/N) N _____

If so, please describe: _____

Are you responsible for water distribution to residents? (Y/N) N _____

If so, please describe: _____

NEW Member-run operations or exposures: _____

Please describe: _____

*Hired, Leased or Borrowed Autos are included if you purchase auto liability coverage through SDPAA. This coverage will be added via endorsement on your general liability coverage if you do not purchase auto liability through SDPAA.

Automobile Liability

	Previous	Effective
	July 8, 2024	July 8, 2025
Limit	\$3,000,000	_____
Deductible	\$0	_____
Uninsured/Underinsured Motorist Limits	\$100,000	
Medical Payments	\$5,000	
 Number of Vehicles		
Private Passenger, Police & Light/Medium Trucks (GVW 0-20,000 lbs - trucks only)	2	_____
Heavy Trucks, Fire, Dump, Ambulance (GVW 20,000-45,000 lbs - trucks only)	1	_____
Extra Heavy Trucks, Buses (GVW over 45,000 lbs - trucks only)	0	_____
Antiques, Snowmobiles, ATV/UTVs, FEMA Mobile Homes, etc.	0	_____
Motorcycles	0	_____
Trailers	1	_____
Golf Carts	0	_____
Total	4	_____

Automobile Physical Damage

Effective July 8, 2025

Please review and amend the attached vehicle physical damage list and deductibles.

Any borrowed or leased vehicle needs to be added to the schedule of coverage to be included in coverage.

Statement of Values - Vehicles
City of Hermosa

No.	Year, Make, Model	VIN	New/Stated Cost	Valuation	Garaging Address	Benefit Deductible (\$)		
						SP	Comp	Coll
1	2003 Chevrolet Tahoe - Police	1766	\$17,000	ACV	Non-Garaged	N/C	100	250
2	2012 Chevrolet Tahoe - Police	3420	\$28,000	ACV	Non-Garaged	N/C	100	250
3	1991 International 4900 Vactor Sew	3682	\$22,500	ACV		N/C	100	250
Total			\$67,500				(N/C = No Coverage)	

Please add and/or delete any changes to your current coverage. Then sign, date and return to us for review.

Authorized Signature: _____ Date: _____
(Vehicles)

P 6000 (01/01/2022)

NOTE: If a complete renewal packet is not received by the due date indicated, we will auto-renew the policy with a 3% increase in liability and inflation guard increase in property. No other changes will be accepted throughout the year.

Property

Due: May 24, 2025

Member Information

Name City of Hermosa
Address PO Box 298, Hermosa, SD 57744

Contact Terri Cornelison, Finance Officer
Telephone 605-255-4291

Effective July 8, 2025

Coverages Requested

Inflation Guard

*Note: An automatic increase is added to Buildings and Contents for inflation. The inflation rate will be set annually based on the current state of the market.

Additional Schedules to be attached if applicable:

Inland Marine
Fine Arts
EDP Software
EDP Hardware
Mobile Equipment

Actual cash value and replacement cost valuations are shown on the attached schedules. If you wish to change these valuations, please mark accordingly on the Statement of Values.

Blanket limits pertain to buildings and contents and agreed amounts are applied to inland marine, EDP, fine arts and mobile equipment.

*** Any projects expected or indicated to result in a new structure or location over \$5,000,000 during this coverage period, please indicate below and / or contact our underwriting department.

SDPAA now has the ability to export your Statement of Values and provide the information to you in Excel format. Please contact our office if you wish to receive this information electronically.

Statement of Values - Buildings & Contents
City of Hermosa

Loc. No.	Address GPS	Value Building / Contents	Deductible	Valuation	Occupancy	Sq Ft Yr Blt	Cnst NB	Sprnk E/WS	Stry Boiler?
1-1	E Hwy 79, S of City	\$35,781	\$500	RC	Water Treatment Plant PumpHouse	144	2	N	1
	Hermosa SD 44-50.061N, 103-11.875	\$15,079				2000	9	WS	<input type="checkbox"/>
2-2	E Hwy 79, N of Hwy 40	\$424,333	\$500	RC	Water Tank 135000 gal	75	6		
	Hermosa SD 43-50.419N, 103-11.900	\$0					9	WS	<input type="checkbox"/>
3-3	234 Main	\$806,250	\$500	RC	City Hall/Library	4,480	1	N	1
	Hermosa SD 45-50.400N, 103-11.535	\$33,942					9		<input type="checkbox"/>
4-4	E Hwy 79, S of City	\$45,235	\$500	RC	Garage	864	1	N	1
	Hermosa SD 43-50.061N, 103-11.860	\$0				2000	9		<input type="checkbox"/>
5-5	E Hwy 79, N of Hwy 40	\$727,900	\$500	RC	Water Tank 315,000 gal		6	N	
	Hermosa SD 43-50.419N, 103-11.866	\$0				2006	9	WS	<input type="checkbox"/>
5-6	E Hwy 79, N of Hwy 40	\$4,953	\$500	RC	Storage Bldg	99	1	N	1
	Hermosa SD 43-50.419N, 103-11.900	\$0					9		<input type="checkbox"/>
5-7	E Hwy 79, N of Hwy 40	\$150,784	\$500	RC	Well & Pump #3		3	N	
	Hermosa SD 43-50.400N, 103-11.905	\$0				2007	9	WS	<input type="checkbox"/>
5-8	E Hwy 79, N of Hwy 40	\$58,018	\$500	RC	Booster Station		3	N	
	Hermosa SD 43-50.425N, 103-11.905	\$0				2007	9	WS	<input type="checkbox"/>
5-9	E Hwy 79, N of Hwy 40	\$75,391	\$500	RC	Pump House		3	N	1
	Hermosa SD 43-50.325N, 103-11.960	\$37,697				2007	9	WS	<input type="checkbox"/>
5-10	E Hwy 79, N of Hwy 40	\$20,656	\$500	RC	Fencing @ Water Storage Tank		7	N	
	Hermosa SD 43-50.400N, 103-11.800	\$0					9		<input type="checkbox"/>
5-11	E Hwy 79, N of Hwy 40	\$52,774	\$500	RC	Emergency Warning Siren		7	N	
	Hermosa SD 43-50.448N, 103-11.878	\$0					9		<input type="checkbox"/>

Statement of Values - Buildings & Contents
City of Hermosa

Loc. No.	Address GPS	Value Building / Contents	Deductible	Valuation	Occupancy	Sq Ft Yr Blt	Cnst NB	Sprnk E/WS	Stry Boiler?
5-14	E Hwy 79, N of Hwy 40	\$150,784	\$500	RC	Well & Pump #2		3	N	
	Hermosa SD 43-50.080N, 103-11.856	\$0					9	WS	<input type="checkbox"/>
6-12	Sewage Lagoon	\$50,371	\$500	RC	Floating Electric Aerator		7	N	
	Hermosa SD 43-50.134N, 103-10.948	\$0					9		<input type="checkbox"/>
6-16	Sewage Lagoon	\$30,930	\$500	RC	Fence @ Lagoon		7		
	Hermosa SD	\$0					9		<input type="checkbox"/>
7-13	Sewage Lagoon	\$52,774	\$500	RC	Emergency Warning Siren		7	N	
	Hermosa SD 43-50.124N, 103-10.958	\$0					9		<input type="checkbox"/>
8-15	250 Main St., Lots 16-23	\$55,195	\$500	RC	Shop	1,368	1	N	1
	Hermosa SD	\$0					9		<input type="checkbox"/>
Totals		\$2,742,129							
		\$86,718							

Please add and/or delete any changes to your current coverage. Then sign, date and return to us for review.

Authorized Signature: _____ Date: _____
 (Buildings & Contents)

P 4025 (01/01/2022)

Statement of Values - EDP Hardware
City of Hermosa

Deductible \$500

No.	Item Description	Serial No.	Limit	Dept
1	Ricoh IM 4510 Copier	9174R301116	\$32,000	Fin Off
Total			\$32,000	

Please add and/or delete any changes to your current coverage. Then sign, date and return to us for review.

Authorized Signature: _____ Date: _____
(EDP Hardware)

P 4075 (01/01/2022)

Statement of Values - Mobile Equipment
City of Hermosa

Deductible \$500

Valuation ACV

No.	Item Description	Serial No.	Limit	Dept
2	ZT3 60" Zero-Turn Mower	1L129H10264	\$4,999	
Total			\$4,999	

Please add and/or delete any changes to your current coverage. Then sign, date and return to us for review.

Authorized Signature: _____ Date: _____
(Mobile Equipment)

P 5050 (01/01/2022)

Certificate Holders

The following is a list of certificates of coverage currently issued on your behalf. Please review, and delete those no longer applicable and return with your renewal applications.

Certificate Holder

A&B Business Solutions
AnaCon Leasing Inc.
1600 North A Ave
Sioux Falls, SD 57104

Certified Items

GL General Cvg
Limit of Coverage \$3,000,000 Each Occurrence
\$0 Deductible Each Claim Including LAE

P Ricoh IM C4500 Copier, S#418227
Limit of Coverage \$25,000
\$500 Deductible Each Claim Including LAE

Rural Development
414 E Stumer Rd
Rapid City, SD 57701

AL General Cvg
Limit of Coverage \$3,000,000 Each Occurrence
\$0 Deductible Each Claim Including LAE

GL General Cvg
Limit of Coverage \$3,000,000 Each Occurrence
\$0 Deductible Each Claim Including LAE

P Buildings & Contents
Limit of Coverage \$1,739,917
\$250 Deductible Each Claim Including LAE

SD DANR
523 E. Capitol
Pierre, SD 57501-3182

AL General Cvg
Limit of Coverage \$3,000,000 Each Occurrence
\$0 Deductible Each Claim Including LAE

GL General Cvg
Limit of Coverage \$3,000,000 Each Occurrence
\$0 Deductible Each Claim Including LAE

P Buildings Blanket Coverage
Limit of Coverage \$2,550,816
\$550 Deductible Each Claim Including LAE

Please add and/or delete any changes to your current coverage. Then sign, date and return to us for review.

Authorized Signature: _____ Date: _____
(Entire Renewal Application)

Please Return To: South Dakota Public Assurance Alliance
PO Box 91348
Sioux Falls, SD 57106

(N/C = No Coverage)

Member Contact Information

Please take a moment to update the contact information below and return with the renewal packet.
Feel free to add any additional contacts as well.

Name (including position) and Address	Terri Cornelison Finance Officer City of Hermosa 230 Main Street Hermosa, SD 57744	Phone Numbers Office 605-255-4291 Cell/Mobile Work Home Fax 605-255-4094
Email	terri@hermosasd.com	

Name (including position) and Address	Jill Dyburg Assistant FO	Phone Numbers Office Cell/Mobile Work Home Fax
Email		

Name (including position) and Address	Chuck Ferguson Public Works City of Hermosa	Phone Numbers Office 605-390-0045 Cell/Mobile Work Home Fax
Email		

Name (including position) and Address	Vicki Henrichsen President City of Hermosa	Phone Numbers Office 605-381-5454 Cell/Mobile Work Home Fax
Email	town@hermosasd.com	

Name (including position) and Address	Linda Kramer Vice President City of Hermosa	Phone Numbers Office 605-255-4291 Cell/Mobile Work Home Fax
Email	town@hermosasd.com	

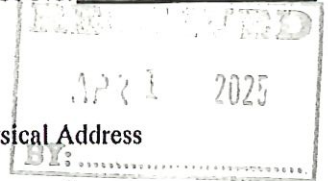
Thank you for updating your information.

Date Received _____
Date Issued _____

2025-2026

License No. RB-2776

14A



Uniform Alcoholic Beverage License Application

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

B. Doing Business As Name and Physical Address

M G OIL COMPANY
PO BOX 1006
RAPID CITY, SD 57709-1006

Lic # RB-2776
CORNER PANTRY TRAVEL CENTER
25 N HEARTLAND EXP #101
HERMOSA, SD 57744

Owner's Telephone #: (605) 342-0527

Business Telephone #: (605) 255-4555

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

Place of business is located in a municipality? [X] Yes [] No

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

County: Custer

Do you own [X] or lease [] this property? (Check one)

Are real property taxes paid to date? [X] Yes [] No

Are you of good moral character having never been convicted of a felony? [X] Yes [] No

D. Legal description of licensed premise:

Out lot M of J&B Subdivision Section 30, T2, R8, Custer County, South Dakota

Is this License in active use? [X] Yes [] No

E. State Sales Tax Number: 1014-8577-ST

Do you or any officers, directors, partners, or stockholders hold any other alcohol retail, manufacturing, or wholesaler licenses? [X] Yes [] No If Yes, please list on the back page

F. New license? _____ Transfer? (\$150) _____ Re-issuance? [X] _____

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

Date 04/09/2025 Print Name Troy Erickson Signature

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

For Local Government Use

(Seal) _____
Mayor or Chairman

Renewal - no public hearing held
Amount of fee collected with application \$ 300⁰⁰
Amount of fee retained \$ 150⁰⁰
Forwarded with application \$ 150⁰⁰

If disapproved, endorse reason thereon and return to applicant

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

Name of corporation/partnership/LP/LLC MG Oil Company

Address of office and principal place of business of corporation/partnership/LP/LLC 1180 Creek Drive, Rapid City, SD 57703

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

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

Name	Office	Address	Occupation
Troy Erickson	President	PO Box 1006, Rapid City, SD 57709	Oil Jobber
Marlyn Erickson	Treasurer	PO Box 1006, Rapid City, SD 57709	Oil Jobber

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

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

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

Attorney- Jess Pekarski, 704 St Joseph Street, Rapid City, SD 57701

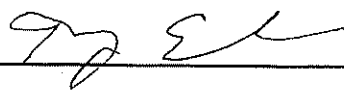
With signature the applicant agrees to the following:

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

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

Signature of Authorized Officer/Director/Partner

Date

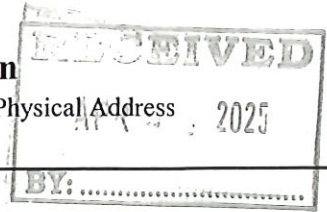


04/09/2025

Date Received _____
Date Issued _____

2025-2026

License No. RB-25133



Uniform Alcoholic Beverage License Application

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

B. Doing Business As Name and Physical Address

PHILIP PRESTON LLC
30 N FERGUSON ST
HERMOSA, SD 57744-2306

Lic # RB-25133
POPS GROCERY SHOPPE
30 N FERGUSON ST
HERMOSA, SD 57744-2306

Owner's Telephone#: 605-863-1170

Business Telephone #: 605-255-5977

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

Place of business is located in a municipality? Yes [] No

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

County: Custer

Do you own [] or lease this property? (Check one)

Are real property taxes paid to date? Yes [] No

Are you of good moral character having never been convicted of a felony? Yes [] No

D. Legal description of licensed premise:

Lot 1 of G + G Subdivision
SW4SE4 Sec 29 T2 R8

Is this License in active use? Yes [] No

Do you or any officers, directors, partners, or stockholders hold any other alcohol retail, manufacturing, or wholesaler licenses?
[] Yes No If Yes, please list on the back page

E. State Sales Tax Number: 1040-1405-ST

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

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

Date 4-24-25 Print Name Philip Preston Signature Philip L. Preston

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

For Local Government Use

(Seal) _____
Mayor or Chairman

Renewal - no public hearing held
Amount of fee collected with application \$ 300.00
Amount of fee retained \$ 150.00
Forwarded with application \$ 150.00

If disapproved, endorse reason thereon and return to applicant

Please complete reverse side

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

Name of corporation/partnership/LP/LLC Philip Preston LLC

Address of office and principal place of business of corporation/partnership/LP/LLC 30 N. Ferguson St.

Are all managing officers of this corporation/partnership/LP/LLC of good moral character having never been convicted of a felony? Yes [] No

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

Name	Office	Address	Occupation
<u>Philip Preston</u>	<u>Owner</u>	<u>30 N. Ferguson St.</u>	<u>Grocery</u>

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

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

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

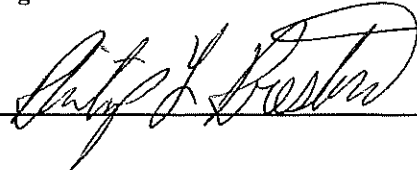
With signature the applicant agrees to the following:

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

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

Signature of Authorized Officer/Director/Partner

Date

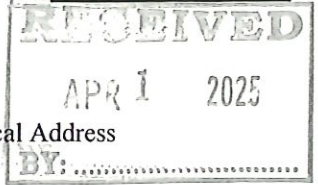


4-24-25

Date Received _____
Date Issued _____

2025-2026

License No. RB-27834



Uniform Alcoholic Beverage License Application

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

B. Doing Business As Name and Physical Address

TW SALOON LLC
PO BOX 49
FAIRBURN, SD 57738-0049

Lic # RB-27834
TRAILS WEST SALOON
122 VILAS ST
HERMOSA, SD 57744

Owner's Telephone#: (605) 430-7471

Business Telephone #: 605-280-1213

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

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

Place of business is located in a municipality? Yes [] No

County: Cluster

Do you own [] or lease this property? (Check one)

Are real property taxes paid to date? Yes [] No

Are you of good moral character having never been convicted of a felony? [] Yes No

D. Legal description of licensed premise:

Lots 23-24 Block 5
Town of Hermosa

Is this License in active use? Yes [] No

Do you or any officers, directors, partners, or stockholders hold any other alcohol retail, manufacturing, or wholesaler licenses?
[] Yes [] No If Yes, please list on the back page

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

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

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

Date 4/18/25 Print Name Andrea Kelly Signature [Signature]

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

For Local Government Use

(Seal) _____
Mayor or Chairman

Renewal - no public hearing held
Amount of fee collected with application \$ 300
Amount of fee retained \$ 150⁰⁰
Forwarded with application \$ 150⁰⁰

If disapproved, endorse reason thereon and return to applicant

Please complete reverse side

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

Name of corporation/partnership/LP/LLC TW Saloon, LLC

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

Are all managing officers of this corporation/partnership/LP/LLC of good moral character having never been convicted of a felony? Yes [] No

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

Name	Office	Address	Occupation
<u>Moritz Espy</u>	<u>Owner</u>	<u>25396 Hwy 79 Hermosa SD 57744</u>	<u>Manager</u>

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

Name	Type of License, License Number, Financial Interest Held, and Address of Business Location
<u>N/A</u>	

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

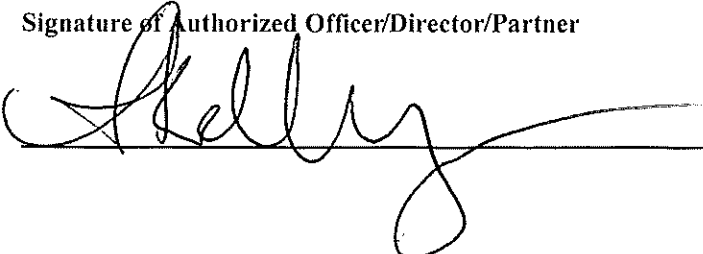
14193 East French Creek Rd Fairburn SD 57738 / Moritz Espy

With signature the applicant agrees to the following:

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

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

Signature of Authorized Officer/Director/Partner



Date

4/18/25