

**HERMOSA TOWN BOARD
TUESDAY, SEPTEMBER 9, 2025
REGULAR MEETING @ 6:00 PM**



- 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 Koontz
- 2) **CALL FOR CHANGES:**
 - A. Review of current agenda items
 - B. Motion to accept the agenda as presented/amended
- 3) **CONSENT CALENDAR:**
 - A. Approval of August 19, 2025, regular meeting minutes and August 26, 2025, special meeting minutes
- 4) **CONFLICT OF INTEREST DECLARATION:**
- 5) **TOWN/FEMA UPDATES:**
 - A.
- 6) **ENGINEER:**
 - A. Approve Change Order No. 9 – Baroque Advantage LLC – Lagoon Expansion project - \$90,000.00
 - B. Approve budget not to exceed \$1,200 for Ferguson Construction - hydraulics on Vac Truck
 - C. Approve Modification to Drop Box to protect transmission and motor
- 7) **PLANNING & ZONING:**
 - A. Favorable inspection for Permit #2025-16 – Carport – 51 N 5th St – Parcel #009284
 - B. Permit #2025-18 – Wastewater Connection Application – Parcel #004139 – 349 McDermand St.
- 8) **CLAIMS:**
 - A. Review of payroll and claims. Motion to approve as presented/amended.
- 9) **LAW ENFORCEMENT/ABATEMENTS/COMPLAINTS:**
 - A. Marshal report
 - B. Phone/internet cost for Marshal Office
 - C. 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. SDARWS Day of Water – 9/30/25 – Outdoor Campus West - Rapid City, SD
- 12) **ECONOMIC DEVELOPMENT:**
 - A. Update from Economic Development Liaison
- 13) **FINANCE OFFICE:**
 - A. Monthly financials
 - B. Department updates

C. Mail call:

- Western Dakota Regional Water System 5th Annual Membership Meeting -9/25/25
- Incident Response Planning Workshop – 09/29/2025

14) **OLD BUSINESS:**

- A. Nomination for town attorney position
- B. 2nd Reading Chapter 91: Public Nuisances Ordinance

15) **NEW BUSINESS:**

- A. 1st Reading – Ordinance 2.078 Appropriating Funds for the Fiscal Year 2026
- B. Approve New Contract for Ferguson
- C. Resolution 07-2025 Sewer Surcharge Rate for WWTP
- D. Approve Application for Permit to Occupy Right of Way for 2025 Christmas Parade
- E. TW Saloon 90 Day Notice to cancel Operating Agreement

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

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

17) **TRUSTEE INPUT:**

18) **EXECUTIVE SESSION:**

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

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

HERMOSA TOWN BOARD
TUESDAY, AUGUST 19, 2025
REGULAR MEETING @ 6:00pm

3A

ROLL CALL: Koontz called the meeting to order on Tuesday, August 19, 2025, at 6:00 p.m. with the following members present: Kramer, Ferguson, Koontz, and Serviss. Harris attended via the telephone. Interested citizens and Attorney Hagg were also present. Pledge of Allegiance led by Koontz.

CALL FOR CHANGES: Motion by Serviss and seconded by Ferguson to move Item 11 Public Works to Item 5.5 and move Item 15 A Alcohol License discussion to Item 7.5 and approve the agenda as amended; vote: all aye, motion carried.

CONSENT CALENDAR: Motion by Ferguson and seconded by Kramer to approve August 5, 2025, regular meeting minutes, August 13, 2025, budget meeting minutes and August 14, 2025, budget 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: Joan Harris gave an update on the approval of the generator grant from South Dakota Department of Public Service Emergency Management, and it is now being forwarded to FEMA for final approval.

PUBLIC WORKS: Serviss gave a presentation on the cumulative plans for streets. Motion by Serviss and seconded by Ferguson to approve the purchase of 30 tons of riprap and 30 ton of gravel to stockpile at site identified as material stockpile with a budget not to exceed \$2,500.00; vote: all aye, motion carried. Ferguson gave an update on repair of a couple of street lights that are currently not working. Pot hole repair has been completed on Fairgrounds Place. Repair of the Vac Truck is pending until the next meeting as we are still waiting on cost of parts to repair. Motion by Serviss and seconded by Ferguson to remove Item F Quote for Mag-Chloride from the agenda; vote: all aye, motion carried.

ENGINEER: John Burckhard from Benesch was introduced. John will be handling operation of the new wastewater treatment plant as he holds the necessary certification.

PLANNING & ZONING: Motion by Koontz and seconded by Harris to approve Permit #2025-16 – Carport - 51 N 5th St – Parcel #009284, contingent upon a favorable inspection from Benesch; vote: all aye, motion carried. A temporary sign permit application from Dan and Deb Holsworth was presented for informational purposes only. Motion by Harris and seconded by Kramer to acknowledge the temporary sign permit; vote: all aye, motion carried. Motion by Serviss and seconded by Kramer to approve permit in extra-territorial jurisdiction – James & Julie Bendlin – 850 Marie St; vote: all aye, motion carried. It was noted if the town was issuing the building permit, the mobile home being moved to this location would not be allowed as it does not meet our Ordinance requirement because it is more than twenty years old.

NEW BUSINESS: Michael Steve, attorney for Lane Brengle from the Hermosa Community Center was in attendance to discuss the process to obtain a Malt Beverage and South Dakota Wine and On-Sale Liquor License for the Hermosa Community Center. Motion by Serviss and seconded by Koontz to convert the scheduled August 26, 2025, budget meeting to a special meeting and move this item to that agenda; vote: three aye, two nay; motion carried.

BREAK: The board took a five minute break and reconvened at 7:40 p.m.

CLAIMS: ARDVARK PEST CONTROL, pest control for town office, \$211.34; BENESCH, Lone Coyote Water & Sewer Extension engineering, \$1,244.00; BENESCH, Hermosa Wastewater Treatment Plant engineering, \$1,608.00; BENESCH, Comp Plan/Lagoon Operations Contract, \$1,896.00; BENESCH, FY22 Drinking Water SRF engineering, \$6,295.00; BENESCH, On-call Services – Building Official, \$3,058.50; DAKOTA ASPHALT, shoulder repair N 2nd street, \$6,751.50; CHUCK FERGUSON, pull Ferguson lift station pump/gravel Fairgrounds and Tower Hill, \$733.00; GOLDEN WEST TECHNOLOGIES, Monthly service fee – August 2025, deactivate old admin email set up new, \$763.65; KIEFFER SANITATION, monthly sanitation service – July 2025, \$4,175.73; MT RUSHMORE TELEPHONE, phone & fax, \$268.85; SOUTHERN HILLS PUBLISHING, publishing/legal notice – July 2025, \$346.15; Accounts Payable Total: **\$27,351.72. UTILITY DEPOSIT REFUNDS: NANCY LEWELLEN, \$30.60; Deposit Refund Total: 30.60.** Payroll related: Total Paid on 8/15/2025; General, \$3,073.93; Water, \$227.44; Sewer, \$136.46; Promoting City/BBB, \$45.49; EFTPS-Electronic Federal Tax, FED/FICA TAX, \$973.56; **Total Payroll Related Paid: \$4,456.88. REPORT TOTAL: \$31,839.20.**

LAW ENFORCEMENT/ABATEMENTS/COMPLAINTS: Marshal Alias gave a Marshal report. Still having issues with motorist speeding through town. The Custer County log was provided. It was noted that Hermosa School starts back up next week.

LEGAL: Motion by Koontz and seconded by Kramer to request Attorney Hagg to draft an opinion of what enumerated powers of board president should be; vote: three aye, two nays, motion carried. Motion by Koontz and seconded by Harris to dismiss Attorney Hagg from remainder of meeting and give president the ability to summon or dismiss Mr. Hagg from future meetings up until we determine if that is going to be or not going to be an enumerated power; vote: three aye, two abstain, motion carried.

ECONOMIC DEVELOPMENT: Motion by Serviss and seconded by Ferguson to approve negotiations of contract with Game, Fish & Parks for rental amount of \$250 per month and made valid once signed by the board president: vote: all aye, motion carried.

FINANCE OFFICE: Monthly financial reports were provided excluding the bank reconciliation. Motion by Serviss and seconded by Ferguson to approve the new hire of Kim Muir as part-time Administrative Assistant, not to exceed 24 hours per week at a rate of \$17 per hour; vote: all aye, motion carried. Motion by Ferguson and seconded by Kramer to allow the town office to close at noon on Fridays; vote: all aye, motion carried.

BREAK: The board took a short break and reconvened at 8:26 p.m.

OLD BUSINESS: The second reading of Ordinance No. 2.077A Supplemental Appropriations Ordinance was held.

**TOWN OF HERMOSA
ORDINANCE NO. 2.077A
SUPPLEMENTAL APPROPRIATION ORDINANCE**

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

EXPENDITURES

**General Fund
Fund 101**

41400 Finance Office

Wages	\$	12,000.00
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Total Finance Office	\$	12,000.00
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41410 Legal

Professional Fees	\$	10,000.00
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Total Legal	\$	10,000.00
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41960 Engineer

Professional Fees	\$	250,000.00
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Total Engineer Fees	\$	250,000.00
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<u>Total Appropriations</u>	\$	272,000.00
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EXPENDITURES

**TIF Debt Service
Fund 301**

46500 TIF Debt Service

Debt Service Expense	\$	106,000.00
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Total TIF Debt Service	\$	106,000.00
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<u>Total Appropriations</u>	\$	106,000.00
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The following designates the fund or funds to which the money derived from the following source is applied.

REVENUE

**General Fund
Fund 101**

SOURCE OF FUNDING

Unassigned Fund Balance	\$ 272,000.00
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TOTAL MEANS OF FINANCE

\$ 272,000.00

REVENUE

TIF Debt Service
Fund 301

SOURCE OF FUNDING

Unassigned Fund Balance	\$	106,000.00
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TOTAL MEANS OF FINANCE

\$ 106,000.00

Motion by Kramer and seconded by Harris to approve as presented: vote: three aye, one nay and one abstain, motion carried.

The second reading of Ordinance 116.04 Alcoholic Beverages and Wine License Requirements and Fees was held.

AN ORDINANCE TO AMEND TOWN OF HERMOSA ORDINANCE SECTION 116.04 (ALCOHOLIC BEVERAGES, MALT BEVERAGES AND WINE LICENSE REQUIREMENTS AND FEES) BY AMENDING SECTION 116.04 THERETO TO ENSURE CONSISTENT AND APPLICATION OF RELATED FEES

BE IT ORDAINED BY THE BOARD OF TRUSTEES FOR THE TOWN OF HERMOSA THAT THE TOWN OF HERMOSA ORDINANCE SECTION 116.04(ALCOHOLIC BEVERAGES, MALT BEVERAGES AND WINE LICENSE REQUIREMENTS AND FEES) BE ENACTED TO ENSURE CLARITY AND SUSTAINABILITY AS FOLLOWS:

§ 116.04 Alcoholic beverages, malt beverages and wine license requirements and fees.

(A) With the exception of any considerations referenced within the sections of this chapter, classifications and fees are established for on-sale, off-sale, on/off-sale, and/or package dealers in distilled spirits, liquors, wines, and malt beverages, as outlined per the fee schedule.

(B) The monthly operating agreement fee for a non-profit organization or association applicant, or holder, shall be reviewed and set annually by the Hermosa Town Board upon the issuance, or renewal, of any liquor, liquor restaurant, wine, malt beverage, or temporary, license, and shall not exceed the monthly amount listed for the equal classification of license listed within the fee schedule.

(C) Non-profit organizations and associations shall be required to provide a copy of the following items; Federal EIN letter, letter of incorporation, bi-laws, tax exempt status. Additionally, an annual report, along with any changes made to addresses, directors, officers, or registered agents, shall be submitted annually to effectively maintain non-profit status with the town.

(D) [Repealed]

(Ord. 4.0, passed 9-15-2015; Ord. Passed 08-19-2025)

Motion by Serviss and seconded by Ferguson to approve as presented; vote: all aye, motion carried.

NEW BUSINESS: The first reading of Ordinance Chapter 91: Public Nuisances was held. The item for Board President enumerated powers is pending until the next regular meeting. Discussion was held on issues with prairie dogs on Tower Hill. Marshal Alias volunteered to take care of that.

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

EXECUTIVE SESSION: Motion by Koontz and seconded by Serviss to enter Executive Session allowable by SDCL 1-25-2.1 – Personnel at 9:45 p.m., after a three-minute recess; vote: all aye, motion carried. Motion made by Serviss and seconded by Ferguson to exit Executive Session at 10:30 p.m.; vote: all aye, motion carried. There were no motions made from executive session.

ADJOURN: Motion made by Ferguson and seconded by Serviss to adjourn meeting at 10:32 p.m., vote: all aye, motion carried.

ATTEST:

Terri Cornelison
Finance Officer

Kelburn Koontz
Town Board President

Published once at the approximate cost of _____.

**HERMOSA TOWN BOARD
TUESDAY, AUGUST 26, 2025
SPECIAL MEETING @**

ROLL CALL: Koontz called the meeting to order on Tuesday August 26, 2025, at 5:00 p.m. with the following members present: Ferguson, Kramer, Koontz, and Serviss. Harris attended via the telephone. Interested citizens and Town Engineer Theodorou were also present.

CALL FOR CHANGES: Motion by Koontz and seconded by Kramer to move Item 4A Alcohol license discussion and Item 4C Nomination for town attorney position to the next regular meeting and approve agenda as amended; vote: four aye and one nay, motion carried.

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

ITEMS OF BUSINESS: Motion by Kramer and seconded by Ferguson to approve Pay Application #8 Baroque Advantage LLC in the amount of \$58,040.22; vote: all aye, motion carried. Motion by Kramer and seconded by Ferguson to approve Notice to Proceed for Quinn Construction; vote: all aye, motion carried. Motion by Kramer to approve quote for repair of transmission at WWTP. Motion died for a lack of a second. Motion by Koontz and seconded by Kramer to approve Quote for repair of transmission at WWTP with a maximum budget up to \$3,000.00, which includes work on transmission and shipping costs; vote: all aye, motion carried. Harris excused herself from the meeting at 5:24 p.m.

2026 BUDGET: The board reviewed remaining expense line items and also balanced revenue accounts with the new expense amounts. The provisional budget will be presented at the September 9, 2025 regular meeting.

Motion by Koontz and seconded by Kramer to rescind the above motion for approval of Pay Application #8; vote: all aye, motion carried. Motion by Koontz and seconded by Kramer to Approve Pay Application #9 for Baroque Advantage LLC in the amount of \$58,236.87; vote: all aye, motion carried.

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

EXECUTIVE SESSION: No Executive Session was held.

ADJOURN: Motion made by Kramer and seconded by Ferguson to adjourn meeting at 7:24 p.m., vote: all aye, motion carried.

ATTEST:

Terri Cornelison
Finance Officer

Kelburn Koontz
Town Board President

Published once at the approximate cost of _____.

6A

CHANGE ORDER NO. 9

Date of Issuance: 09/03/2025

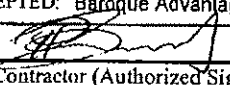
Project: Town of Hermosa – Lagoon Expansion Project	Project Location: Hermosa, SD
Owner: Town of Hermosa PO BOX 298, Hermosa, SD 57744	Owner's Contract No.:
Engineer: Benesch	Project No: 112515.00
Contractor: Baroque Advantage LLC	Date of Contract:

The Contract Documents are modified as follows upon execution of this Change Order:

Description: Approximately 5000 CY of lagoon B waste material needs to be removed, processed, stockpiled and replaced. It was not suitable to be used in lagoon construction process and it was deposited in a temporary location pending town decision how to best utilize the material

Attachments: (List documents supporting change): Price breakdown

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$ <u>\$837,419.00</u>	Original Contract <input checked="" type="checkbox"/> Working days <input type="checkbox"/> Calendar days Completion (days or date): <u>15 days</u>
[Increase] [Decrease] from previously approved Change Orders No. <u>1-8</u> to _____ \$ <u>\$90,000.00</u>	[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: Completion (days): _____
Contract Price prior to this Change Order: \$ <u>\$1,024,192.05</u>	Contract Times prior to this Change Order: Completion (days or date): <u>October 31, 2025</u>
[Increase] [Decrease] of this Change Order: \$ <u>\$90,000.00</u>	[Increase] [Decrease] of this Change Order: Completion (days or date): _____
Contract Price incorporating this Change Order: \$ <u>\$1,114,192.05</u>	Contract Times with all approved Change Orders: Completion (days or date): <u>October 31, 2025</u>

RECOMMENDED: ACES	ACCEPTED: Town of Hermosa	ACCEPTED: Baroque Advantage LLC.
By: Engineer (Authorized Signature)	By: Owner (Authorized Signature)	By:  Contractor (Authorized Signature)
Date:	Date:	Date: <u>9/3/2025</u>

Price Breakdown

Scope

Removal, processing (drying), stockpiling and replacing approximate 5000 CY of wet sludge.

Bid item 17 – Cut Volume @ 4.92 per CY

Bid item 18 – Fill Volume @ 3.09 per CY

Bid Item 19 - Common Excavation (Unstable)(Subgrade Stabilization) @ 4.91 per CY

Total – 12.92 per CY

\$64,600.00

Processing and stockpiling

\$25,400.00

Total - \$90,000.00



Terri Cornelison

From: McKinley, Suzanne <Suzanne.McKinley@state.sd.us>
Sent: Thursday, September 4, 2025 1:45 PM
To: Theodorou, Anthony
Cc: Baruk, Robert; Terri Cornelison
Subject: RE: Sludge quantity- Hermosa Lagoon
Attachments: sch CO08.pdf

Anthony,

There is \$527,651 remaining in the SRF loan. I don't know if you have plans for all or some of that, but that's what's left after the most recent payment.

Please send me a signed copy of the change order and pricing like you did for the last change order (attached). I'll see if I can persuade Dan to accept an aerial photo in lieu of a plan sheet.

Thanks,

Suzanne McKinley

Natural Resources Engineer II

Department of Agriculture and Natural Resources

Division of Financial & Technical Assistance

221 Mall Drive, Suite 201

Rapid City, SD, 57701

605.394.2229 | danr.sd.gov/



From: Theodorou, Anthony <ATheodorou@benesch.com>
Sent: Thursday, September 4, 2025 1:23 PM
To: McKinley, Suzanne <Suzanne.McKinley@state.sd.us>
Cc: Baruk, Robert <rbaruk@baroqueadvantage.com>; Terri Cornelison <terri@hermosasd.com>
Subject: Fw: [EXT] Sludge quantity- Hermosa Lagoon

Suzanne,

Can you please review Change Order 9 request for the Lagoon Expansion in Hermosa? The contractor has identified the bid items that would be increased (17-19) and a new bid item (Processing sludge) with amount.

We have an area along the east side of the Lagoon about 650 feet long x 40 feet wide and at least 5 feet deep that contains wet sludge from the lagoons that requires processing (spreading, drying out and recompacting back). The attached aerial you can see it clearly between the lagoon on the right and the

fence row. It's the last major item this contractor needs to complete and requires the remaining sunny weather we have left in the year.

Can you verify we have sufficient funds left in the SRF first and let me know. If we do have enough, can you please have Dan review and approve?

Thanks,

Anthony Theodorou, PE

Project Manager

atheodorou@benesch.com

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



From: Robert Baruk <rbaruk@baroqueadvantage.com>
Sent: Thursday, September 4, 2025 12:13 PM
To: Theodorou, Anthony <ATheodorou@benesch.com>
Cc: rbaruk@baroqueadvantage.com <rbaruk@baroqueadvantage.com>
Subject: RE: Sludge quantity- Hermosa Lagoon

Attached please find the change order #9 for the processing the sludge.

I have reduced the time required from 10 to 8 hours per day, I anticipate that 120 hrs. will be sufficient to get it completed.

My guys and I will be available to answer any questions or concerns at the meeting. I would appreciate some advance notice with more complicated questions so I can prepare adequately.

Thank you

RESIDENTIAL BUILDING PERMIT APPLICATION

(This Building Permit is Valid for One Year – Please See Page 3 for Exceptions)

7A

DATE 6-13-25

PERMIT # 2025-16

Receipt # _____ Cash _____ Check # 0104 Amount \$75.00 (\$75.00)

**** PLEASE INCLUDE TO-SCALE DRAWINGS ****

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

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

APPLICATION SUBMITTED BY:

Property Owner Name(s) Jamey Nolan
Mailing Address Po Box 183
City Hermosa State SD Zip 57744
Email JameyNolan7@gmail.com
Phone # Home _____ Cell 605-863-3531 Work _____

LEGAL DESCRIPTION

Subdivision name: _____ Lot# _____ Block _____ Lot Size _____
Zoning District _____ Is this property in the Flood Plain? Yes _____ No X
Building address: 51 N 5th St Hermosa SD 57744

CLASS OF WORK TO BE DONE

New structure _____ Demolition _____ Remodel _____ Addition _____

Residential: Single Family _____ Accessory X Multi-Family _____

Proposed Use Building: Car Port

Building Area (Sq. Ft.): 240 Height: 8ft # of Units _____

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

SETBACK FROM LOT LINES:

FEET

CITY MINIMUM

Front _____
Rear _____
Sides _____

*Applicable Zoning District

(20'/25')

(5'/8'/15')

(8'/10'/25')

It is the Owner & Contractor's responsibility to ensure required setbacks are met.

Setbacks			
Primary	Front	Sides	Rear
*RS	20ft	10ft	15ft
*R1	20ft	10ft	15ft
*R2	20ft	10ft	15ft

Accessory Buildings			
Primary	Front	Sides	Rear
RS	**	8ft	5ft
R1	**	8ft	5ft
R2	**	8ft	5ft

Mobile Home Park		
Front	Sides	Rear
20ft	8ft	15ft

**IN NO CASE SHALL AN ACCESSORY BUILDING BE LOCATED TO EXTEND IN FRONT YARD.

Parcel #

6284

OFFICE USE ONLY



July 2, 2025

TO: Town of Hermosa SD

FR: Neil Putnam AICP, Planner, John Burckhard, Building Official, Anthony Theodorou PE

RE: Permit 2025-~~10~~ 10

Applicant: Jamey Nolan

Address: 51 N 5th St, Hermosa

Application: Possible variance and building permit

Legal Description: Whitetail Estates, Lot C1 and C2 (formerly part of Lot C)

Zoning: Residential

Comments:

Staff visited with the owner Mr. Nolan and advised him to attend the board meeting. He has been advised to provide the BOT a description of the carport and its features. The board will need to determine if the structure requires a building permit and is a permanent structure. Structures under 200 square feet do not require a permit. This one is 240 square feet. If the BOT determines it is a structure, then the proposed placement will require a variance, see the excerpt of the code.

(D) *Area regulations.* All buildings shall be set back from street right-of-way lines and lot lines to comply with the following line requirements. Setbacks may be reduced by up to 10% with the approval of the Planning and Zoning Commission and the Board of Trustees.

(1) *Front yard.*

(a) For single, two-family dwellings the minimum depth of the front yard shall be 20 feet and in no case shall an accessory building be located to extend into the front yard.

Town of Hermosa

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

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

Email: town@hermosasd.com

7B

MUNICIPAL WASTEWATER CONNECTION APPLICATION

DATE 9-5-25

PERMIT # 2025-18

Receipt # _____

Cash _____

Check # 2141

Amount 1,000.00

Sewer Tap Application Fee \$50.00 - Nonrefundable

Residential Sewer - \$1,000 ✓

Commercial Sewer - \$2,000

Property Owner GREG BARNIER

Daytime Phone 605-490-8982

Evening Phone same

Mailing Address PO BOX 3522 Rapid City, SD

Email gbarnier09@gmail.com

Connection Address NA

Legal Description BARNIER Tract 4, McDermund Subdivision (see attached)

Contractor Trent PULLIS

*All Contractors must obtain Contractor's license from Hermosa

Address _____ Phone # 605-390-7533

Size of Tap 4" Commercial _____ Residential X

Size and type of pipe and other supplies Standard - per ordinance

If crossing roadway, will the connection be: Bored _____ Cut X

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

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

X Greg Barnier
Signature of Applicant

9-5-25
Date

PLANNING COMMISSION

☐ Approved ☐ Denied

NAME: _____

TITLE: _____

SIGNATURE: _____

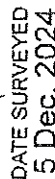
DATE: _____

APPLICATION FEE \$50.00 BALANCE DUE: _____

Parcel # 004139

OFFICE USE ONLY

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



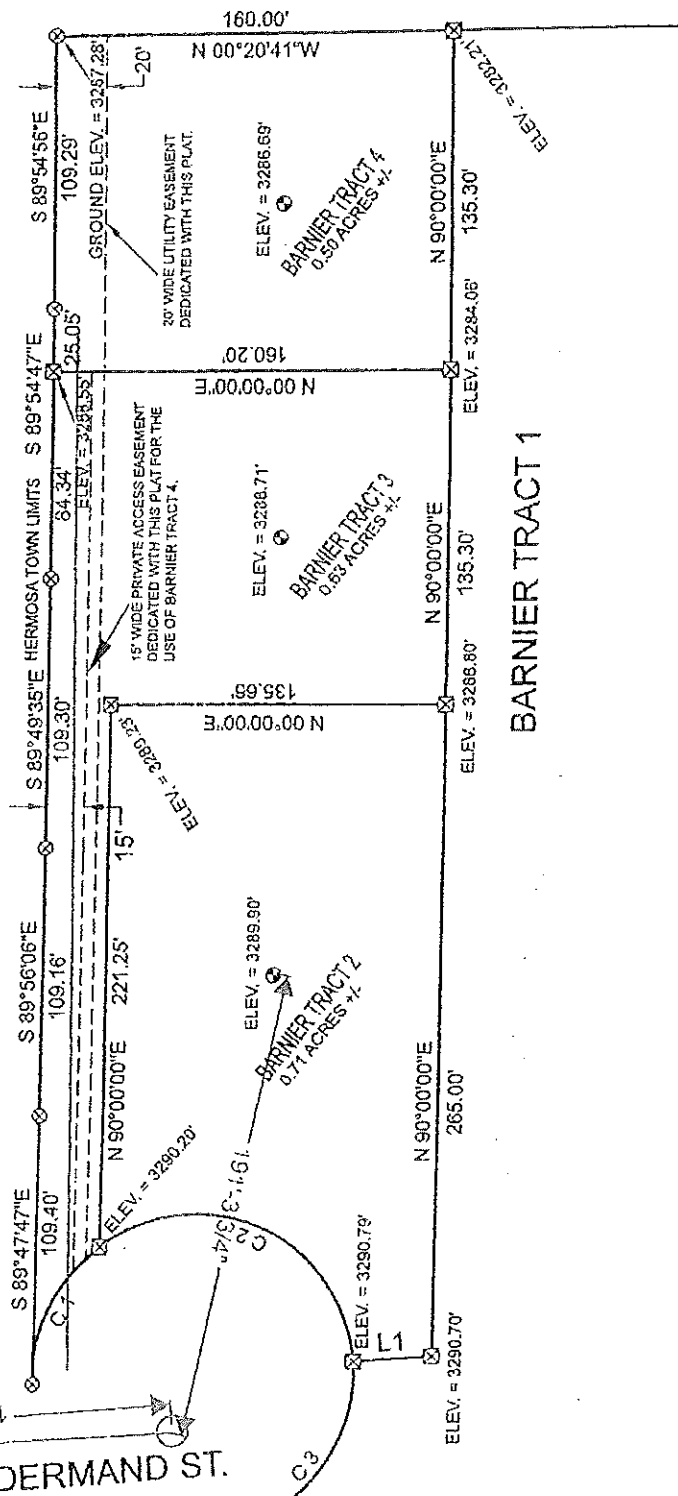
MANHOLE INVERT ELEV. = 3286.79'
MANHOLE U/D ELEV. = 3291.89'

WATER METER INVERT ELEV. = 3284.96'
WATER METER U/D ELEV. = 3291.96'

FERGUSON ST.

FERGUSON ST.

McDERMAND ST



BARNIER TRACT 1

LEGGEND

- | | |
|-------------------------------------|-----------------------------|
| <input checked="" type="checkbox"/> | Set rebar w/all "ANDERSEN F |
| <input checked="" type="checkbox"/> | Found rebar w "HILTON 2696 |
| <input checked="" type="checkbox"/> | Set rebar bench |
| <input checked="" type="checkbox"/> | Sewer manho |
| <input checked="" type="checkbox"/> | Water meter |

Slant lettering



GRAPHIC SCALE

ELEVATIONS ARE BASE

BASIS OF BEARING - (taken N 33°52'21"W 30' Northwest corner of Bar OPUS STATIC SOLUTION) LAT: 43°50'27.39386" LONG: -103°11'51.1903

CERTIFICATION OF SURVEY
J. Dustin M. Ross, LS. No 134
represents a survey made by
in accordance with the laws,
surveying practice, and that
and belief, true and correct.

Disinfo M Base US No 1040

Prepared by
ANDE
Land

Drawn by DR	Date 12/9/2024
Approved by McB	Date 12/9/2024
Scale	Sheet

8A

Claims for approval 9-09-2025

VENDOR	REFERENCE	AMOUNT
A & B BUSINESS EQUIPMENT	MONTHLY PRINTER/FAX FEE	\$ 554.05
BANK WEST	CLASSIC WEB BANKING FEE	\$ 25.00
BANK WEST CREDIT CARD	ADOBE/STAMPS/COPY PAPER/PLANT/CANDY/PENS & MARKERS/AMMO	\$ 1,874.41
BAROQUE ADVANTAGE LLC	PAY APPLICATION #9 - LAGOON EXPANSION	\$ 58,236.87
BLACK HILLS ELECTRIC COOP	UTILITIES ELECTRIC JULY 2025	\$ 3,072.45
CONNIE LEIMER	TRAP/NEUTER/RELEASE PROGRAM	\$ 85.00
CHUCK FERGUSON	CONTRACT SERVICES - AUGUST 2025	\$ 3,120.00
GOLDEN WEST TECHNOLOGIES	MONTHLY SERVICE FEE - SEPTEMBER 2025	\$ 583.65
HAGG & HAGG LLP	SEPTEMBER 2025 RETAINER/7.75 BILLABLE HRS @ \$275/HR/206 COPIES	\$ 4,682.75
HARRIS CONTRACTING	REVIEW GRANT/FEMA MTGS AND PREP - HRS @ \$25/HR	\$ 200.00
HAWKINS INC	SANTOPRENE PUMP TUBES	\$ 111.00
METER AND TECHNOLOGY	METERS AND METER SUPPLIES	\$ 1,436.52
MILLS TRUCK SERVICES INC.	HAUL AND DELIVER 2 LOADS SUGAR ROCK	\$ 1,376.49
KIM MUIR	REIMBURSE COST OF BACKGROUND CHECK/FINGERPRINTING	\$ 30.00
RITWAY	LASER UTILTY BILLING CARDS	\$ 226.93
RURAL DEVELOPMENT	RD 1 LOAN-AUGUST INTEREST & PRINCIPAL	\$ 1,278.00
	RD 2 LOAN - AUGUST INTEREST & PRINCIPAL	\$ 417.00
	RD 3 LOAN - AUGUST INTEREST & PRINCIPAL	\$ 222.00
SOUTHERN HILLS PUBLISHING	PUBLISHING/LEGAL NOTICES AUGUST 2025	\$ 112.63
Accounts Payable Total		\$ 77,644.75
Payroll related		
Total Paid On: 8/29/2025		
	Legislative, Financial Administration, Govt Blds	\$ 4,796.46
	Water	\$ 274.26
	Sewer	\$ 81.47
	Promoting City/BBB	\$ 27.15
SOUTH DAKOTA RETIREMENT	SDRS	\$ 1,158.22
EFTPS-ELECTRONIC FEDERAL TAX	FED/FICA TAX	\$ 1,272.15
Payroll Total		\$ 7,609.71
***** REPORT TOTAL *****		\$ 85,254.46

CLAIMS REPORT

Check Range: 8/20/2025- 9/09/2025

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
A & B BUSINESS EQUIPMENT INC	MONTHLY PRINTER/FAX FEE	554.05		574	9/04/25
A & B BUSINESS EQUIPMENT INC	MONTHLY PRINTER/FAX FEE		554.05		
BANK WEST	CLASSIC WEB BANKING FEE		25.00	575	9/05/25
BANKWEST CARDMEMBER SERVS	AMMUNITION FOR LAW ENFORCEMENT		1,874.41	576	9/07/25
BAROQUE ADVANTAGE LLC	PAY APPLICATION #9		58,236.87	577	8/27/25
BLACK HILLS ELECTRIC COOP.,Inc	UTILITIES - STREETS		3,072.45	578	9/05/25
CONNIE LEIHER	TRAP/NEUTER/RELEASE PROGRAM		85.00	18389	9/09/25
DANR	WASTEWATER DISCHARGE PERMIT				
EFTPS-Electronic Federal Tax	FED/FICA TAX		1,272.15	572	8/29/25
CHUCK FERGUSON	CONTRACT SERVICES - WATER		3,120.00	573	8/29/25
GOLDEN WEST TECHNOLOGIES	MONTHLY SERVICE FEE-SEPT 2025		583.65	18395	9/09/25
HAGG & HAGG LLP	SEPTEMBER 2025 RETAINER		4,682.75	579	9/09/25
HARRIS CONTRACTING	REVIEW GRANT/FEMA MTGS & PREP		200.00	580	9/09/25
HAWKINS, Inc.	SANTOPRENE PUMP TUBES		111.00	18390	9/09/25
Metering & Tech Solutions	METERS & METER SUPPLIES		1,436.52	18391	9/09/25
HILLS TRUCK SERVICE	8/16 HAUL 1 LOAD SUGAR ROCK		1,376.49	18392	9/09/25
HUIR, KIM	REIMBURSE FINGERPRINTING COST		30.00	581	9/09/25
Riteway business forms Inc.	UTILITY BILLING CARDS		226.93	18393	9/09/25
RURAL DEVELOPMENT	RD 1 LOAN-AUG 2025 PRINCIPAL	1,278.00		582	8/23/25
RURAL DEVELOPMENT	RD 2 LOAN-AUG 2025 INTEREST	417.00		583	8/23/25
RURAL DEVELOPMENT	RD 3 LOAN-AUG 2025 INTEREST	222.00	1,917.00	584	8/23/25
Southern Hills Publishing	PUBLISHING/LEGAL NOTICES 8/25		112.63	18394	9/09/25
SILVERSMITH DATA	SOFTWARE INTEGRATION/SETUP				
SOUTH DAKOTA RETIREMENT SYSTEM	SDRS		1,158.22	18386	8/29/25
Accounts Payable Total			80,075.12		
Utility Refund Checks					
Refund Checks Total					
Payroll Checks					
101	GENERAL		4,796.46		
211	BBB GROSS RECEIPTS TAX		27.15		
602	WATER		274.26		
604	SEWER		81.47		
Total Paid On: 8/29/25			5,179.34		
Total Payroll Paid			5,179.34		
Report Total			82,254.46		

CLAIMS REPORT
CLAIMS FUND SUMMARY

FUND NAME		AMOUNT
101	GENERAL	18,201.81
211	BBB GROSS RECEIPTS TAX	117.67
602	WATER	6,244.34
604	SEWER	60,690.64
-----		-----
TOTAL FUNDS		82,254.46



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 August 2025 - CFS's

Printed on September 1, 2025

CFS Date/Time	CFS #	Case Number	Code	Code : Description	Outstanding Forms
08/01/25 08:53:52	CFS2508127	2025-00405	911MISC	911MISC : 911Misc	21A24, 21A3, 21A6, HERMOSA HERMOSA MCDERMAND ST 21A7 HERMOSA HERMOSA
08/01/25 22:14:18	CFS2508181		EXT	EXT : Extra Patrol	21A13 HERMOSA
08/02/25 22:55:13	CFS2508252		EXT	EXT : Extra Patrol	21A HERMOSA
08/03/25 12:36:22	CFS2508274		AMB	AMB : Ambulance Call	HERMOSA E MAIN ST (150.9 feet) 212A
08/03/25 13:32:39	CFS2508282		DIST	DIST : Disturbance	HERMOSA FERGUSON ST (0.1

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CFS Date/Time	CFS #	Case Number	Code	Code : Description	Outstanding Forms By Zone
08/03/25 14:04:05	CFS2508284		INFO	INFO : Info	21A14 HERMOSA
08/04/25 10:24:18	CFS2508339		WELFARE	WELFARE : Welfare	212A HERMOSA MAIN ST (117.7 feet)
08/04/25 14:50:11	CFS2508360		INFO	INFO : Info	212A HERMOSA
08/04/25 23:27:52	CFS2508387	2025-00416	CONCIT	CONCIT : Concerned	HP37, 21A11 HERMOSA WALTER ST (28.5 feet)
08/05/25 02:23:52	CFS2508389		911MISC	911MISC : 911Misc	21A9 HERMOSA W MAIN ST (0.1 miles)
08/05/25 15:26:46	CFS2508431		CONCIT	CONCIT : Concerned	212A HERMOSA WALTER ST (28.5 feet)
08/05/25 17:00:23	CFS2508438		WELFARE	WELFARE : Welfare	21A13 HERMOSA WALTER ST (28.5 feet)

CFS Date/Time	CFS #	Case Number	Code	Code : Description	Outstanding Forms By Zone
08/05/25 20:49:16	CFS2508462		TSTOP	TSTOP : Traffic Stop	21A13 HERMOSA
08/06/25 13:28:53	CFS2508504		EXT	EXT : Extra Patrol	21A12 HERMOSA
08/07/25 08:32:13	CFS2508548		EXT	EXT : Extra Patrol	21A7 HERMOSA
08/08/25 01:45:02	CFS2508614		EXT	EXT : Extra Patrol	21A13 HERMOSA INGALLS BLVD (49.7
08/08/25 02:42:47	CFS2508615		INFO	INFO : Info	21A13, HP130 HERMOSA N HEARTLAND EXPY
08/08/25 14:44:19	CFS2508643		EXT	EXT : Extra Patrol	21A17 HERMOSA
08/08/25 17:54:10	CFS2508662		FALL	FALL : Fall	21A17 HERMOSA INGALLS BLVD (49.7

CFS Date/Time	CFS #	Case Number	Code	Code : Description	Outstanding Forms Name Zone
08/08/25 21:05:45	CFS2508668		AMB	AMB : Ambulance Call	21A13 HERMOSA HERMOSA INGALLS BLVD (49.7 21A7 HERMOSA INGALLS BLVD (49.7 21A7 HERMOSA INGALLS BLVD (49.7 21A7 HERMOSA
08/09/25 02:22:30	CFS2508670		EXT	EXT : Extra Patrol	
08/09/25 02:50:39	CFS2508671		EXT	EXT : Extra Patrol	
08/09/25 06:07:39	CFS2508674		AMB	AMB : Ambulance Call	21A17 HERMOSA SOUTH DAKOTA 21A12, HP58, 21A17 HERMOSA WALTER ST (0.2 miles) 21A19 HERMOSA W MAIN ST (0.1 miles) 21A7 HERMOSA N 2ND ST (191.7 feet)
08/09/25 10:29:35	CFS2508681		DIST	DIST : Disturbance	
08/09/25 11:26:10	CFS2508684		AMB	AMB : Ambulance Call	
08/09/25 22:37:58	CFS2508719		CONCIT	CONCIT : Concerned	

CFS Date/Time	CFS #	Case Number	Code	Code : Description	Outstanding Forms By Zone
08/10/25 09:41:11	CFS2508735		SPECEVENT	SPECEVENT : Special	21A13, 21A12 HERMOSA INGALLS BLVD (49.7 21A5 HERMOSA
08/11/25 03:55:42	CFS2508771		EXT	EXT : Extra Patrol	21A9, 21A7, HP130 HERMOSA W MAIN ST (92.2 feet) 21A7 HERMOSA
08/11/25 21:14:57	CFS2508800		AOA	AOA : Assist Other	21A9, 21A7, HP130 HERMOSA W MAIN ST (92.2 feet) 21A7 HERMOSA
08/11/25 22:53:44	CFS2508803		EXT	EXT : Extra Patrol	21A9, 21A7, HP130 HERMOSA W MAIN ST (92.2 feet) 21A7 HERMOSA
08/13/25 14:31:35	CFS2508879		EXT	EXT : Extra Patrol	21A9, 21A7, HP130 HERMOSA W MAIN ST (92.2 feet) 21A7 HERMOSA
08/15/25 06:20:20	CFS2508962		SIG2WLIF	SIG2WLIF : Signal 2 - Wild	21 HERMOSA 3RD ST (182.2 feet) 21A9 HERMOSA INGALLS BLVD (0.1
08/15/25 11:08:42	CFS2508977		WELFARE	WELFARE : Welfare	21 HERMOSA 3RD ST (182.2 feet) 21A9 HERMOSA INGALLS BLVD (0.1

CFS Date/Time	CFS #	Case Number	Code	Code : Description	Outstanding Complaints Name Zone	Outstanding Complaints Status Forms
08/16/25 07:33:53	CFS2509027		VEHABND	VEHABND : Abandoned	21A17	
08/17/25 14:47:28	CFS2509084	2025-00451	PORN	PORN : Pornography	HERMOSA HERMOSA WALTER ST (48.0 feet) 21A13	
08/17/25 23:16:45	CFS2509100		EXT	EXT : Extra Patrol	HERMOSA HERMOSA E WHITNEY ST (243.4 21A13	
08/18/25 20:31:22	CFS2509127		EXT	EXT : Extra Patrol	HERMOSA HERMOSA	
08/18/25 21:27:43	CFS2509128		EXT	EXT : Extra Patrol	21A13	
08/19/25 09:49:04	CFS2509141		ODOR	ODOR : Odor	HERMOSA HERMOSA 3RD ST (129.3 feet) 212A	
08/19/25 11:16:50	CFS2509143		CONCIT	CONCIT : Concerned	HERMOSA HERMOSA FERGUSON ST (0.1	

CFS Date/Time	CFS #	Case Number	Code	Code : Description	Outstanding Forms By Name Zone
08/19/25 14:53:41	CFS2509147		EXT	EXT : Extra Patrol	21A7 HERMOSA HERMOSA
08/19/25 15:01:40	CFS2509148		PAPSERV	PAPSERV : Paper Service	21A7 HERMOSA MAIN ST (117.7 feet)
08/19/25 15:11:40	CFS2509150		PAPSERV	PAPSERV : Paper Service	21A7 HERMOSA 3RD ST (129.3 feet)
08/19/25 15:20:56	CFS2509154		PAPSERV	PAPSERV : Paper Service	21A7 HERMOSA RUPP ST (78.2 feet)
08/19/25 18:29:32	CFS2509164		EXT	EXT : Extra Patrol	21A13 HERMOSA SOUTH DAKOTA
08/19/25 20:36:06	CFS2509172		CONCIT	CONCIT : Concerned	HERMOSA HERMOSA
08/20/25 15:35:06	CFS2509215		EXT	EXT : Extra Patrol	21A13 HERMOSA SOUTH DAKOTA

CFS Date/Time	CFS #	Case Number	Code	Code : Description	Outstanding Forms Name: Zone
08/20/25 16:20:42	CFS2509220		TRAFFCOMP	TRAFFCOMP : Traffic	HERMOSA GUMBO LILY LN (0.4 21A17
08/20/25 16:26:31	CFS2509222		911A	911A : 911 Abandoned	HERMOSA W MAIN ST (30.0 feet) 21A14
08/21/25 10:43:49	CFS2509247		WELFARE	WELFARE : Welfare	HERMOSA WALTER ST (0.1 miles) 21A17
08/21/25 14:29:37	CFS2509256		AOA	AOA : Assist Other	HERMOSA GUMBO LILY LN (0.4 21A4
08/21/25 16:05:55	CFS2509261		CONCIT	CONCIT : Concerned	HERMOSA
08/21/25 22:34:01	CFS2509271		THEFTOT	THEFTOT : Theft - All	212A, 21A7
08/23/25 09:49:14	CFS2509325		PAPSERV	PAPSERV : Paper Service	HERMOSA W MAIN ST (92.2 feet) 21A12
					HERMOSA 3RD ST (182.2 feet)

CFS Date/Time	CFS #	Case Number	Code	Code : Description	Outstanding Forms By Zone
08/23/25 09:55:29	CFS2509326		PAPSERV	PAPSERV : Paper Service	21A12 HERMOSA MAIN ST (117.7 feet)
08/25/25 07:22:28	CFS2509376		SPATROL	SPATROL : School Patrol	21A7 HERMOSA MAIN ST (171.3 feet)
08/26/25 07:34:26	CFS2509402		SPATROL	SPATROL : School Patrol	21A7 HERMOSA MAIN ST (171.3 feet)
08/26/25 20:34:55	CFS2509430		CIT	CIT : Citizen Assist	21A15 HERMOSA WALTER ST (39.9 feet)
08/27/25 20:47:22	CFS2509483	2025-00469	DVNA	DVNA : Domestic	21A13 HERMOSA 3RD ST (195.5 feet)
08/28/25 15:28:40	CFS2509514		PAPSERV	PAPSERV : Paper Service	21A17 HERMOSA 3RD ST (182.2 feet)
08/28/25 15:57:08	CFS2509516		EXT	EXT : Extra Patrol	21A17 HERMOSA

CFS Date/Time	CFS #	Case Number	Code	Code : Description	Outstanding Forms Name Zone
08/28/25 19:51:53	CFS2509518		PERSUSP	PERSUSP : Suspicious	HP141
08/29/25 00:23:41	CFS2509528		EXT	EXT : Extra Patrol	HERMOSA W MAIN ST (92.2 feet) 21A13
08/29/25 19:51:09	CFS2509557		EXT	EXT : Extra Patrol	HERMOSA 21A13
08/29/25 20:08:37	CFS2509559		TSTOP	TSTOP : Traffic Stop	HERMOSA SOUTH DAKOTA 21A13
08/30/25 11:29:21	CFS2509587		PAPSERV	PAPSERV : Paper Service	HERMOSA INGALLS BLVD (49.7 21A6
08/30/25 11:44:55	CFS2509588		PAPSERV	PAPSERV : Paper Service	HERMOSA MAIN ST (117.7 feet) 21A6
08/30/25 11:58:57	CFS2509589		PAPSERV	PAPSERV : Paper Service	HERMOSA 4TH ST (208.5 feet) and 21A6
					HERMOSA INGALLS BLVD (0.1

CFS Date/Time	CFS #	Case Number	Code	Code : Description	Outstanding Forms By Zone
08/30/25 13:24:24	CFS2509596		PAPSERV	PAPSERV : Paper Service	21A6 HERMOSA 3RD ST (129.3 feet)
08/31/25 17:20:55	CFS2509644		EXT	EXT : Extra Patrol	21A13 HERMOSA WALTER ST (48.0 feet)
08/31/25 17:28:38	CFS2509645		EXT	EXT : Extra Patrol	21A13 HERMOSA DONNA ST (48.0 feet)
08/31/25 17:29:50	CFS2509646		EXT	EXT : Extra Patrol	21A13 HERMOSA SOUTH DAKOTA
08/31/25 17:30:49	CFS2509647		EXT	EXT : Extra Patrol	21A13 HERMOSA DONNA ST (47.1 feet)
08/31/25 19:12:31	CFS2509649		CIVIL	CIVIL : Civil Matter	HERMOSA 3RD ST (195.5 feet)
08/31/25 19:22:44	CFS2509650		911MISC	911MISC : 911Misc	HERMOSA 3RD ST (195.5 feet)

Total Records: 75

Open Work Orders - 06/10/2025									
Date	Work Order #	Name	Address	Description	Requested By	Assigned To	Priority	Completion Date	Status
2/3/2023	2023-09	Joan Harris	280 Manning	Saddle at sewer tap	Joan	Chuck	MEDIUM		
8/21/2023	2023-44	Jeff Haas	350 Vilas	Same meter reading			MEDIUM		
10/26/2023	2023-56	Scott Lammers	Pasture- BH Electric	New meter need to be installed	Chuck		LOW		
9/20/2024	2024-30		815 Marie St.	Move meter reader. New fence	Linda	Chuck	MEDIUM	ON HOLD	
12/27/2024	2024-41	Fairgrounds	Fairgrounds	Re-install no parking sign	Paul K.			ON HOLD	

11B

WO Title	Asset Name	WO#	Progress	Date Created	Date Completed	Priority	Service Address
SOUTH DAKOTA 811 LOCATE REQUEST	Land Parcel - 249 DONNA ST	WO-10409	Not Started	09/02/2025	--	None	249 DONNA ST
SD 811 Locate	Land Parcel - 5 2ND ST	WO-10408	Not Started	08/19/2025	--	None	5 2nd St
Low water pressure	Land Parcel - 855 MARIE ST	WO-10407	Not Started	08/11/2025	--	None	855 Main Street
South Dakota 811 Locate Request	Land Parcel - 56 FAIRGROUNDS PL	WO-10405	Not Started	08/06/2025	--	None	56 Fairgrounds Pl
South Dakota 811 Locate Request	Land Parcel - 349 MCDERMAND ST	WO-10403	Not Started	08/04/2025	--	Medium	349 McDermand St
Meter not reading	Land Parcel - 239 DONNA ST	WO-10401	Not Started	08/01/2025	--	None	239 Donna St
Meter not reading	Land Parcel - 239 DONNA ST	WO-10400	Completed	08/01/2025	08/01/2025	None	239 Donna Street
TURN ON WATER	Land Parcel - 56 FAIRGROUNDS PL	WO-10289	Not Started	07/17/2025	--	High	56 FAIRGROUNDS PL
2024-41	Land Parcel - 295 E MAIN ST	WO-10267	Completed	07/09/2025	07/09/2025	Medium	295 E Main St.
2024-30	Land Parcel - 815 MARIE ST	WO-10266	Completed	07/09/2025	07/09/2025	Medium	815 Marie St.
2023-58	Land Parcel - 815 MARIE ST	WO-10265	Completed	07/09/2025	07/09/2025	Medium	805 Marie St.
Evidence of sewage leak	Curb Box - CB-0080	WO-10260	Not Started	07/03/2025	--	High	
Evidence of sewage leak	Sanitary Line Point - 8 PVC. SEWER	WO-10245	Not Started	07/03/2025	--	High	
Evidence of sewage leak	Sanitary Line Point - 8 PVC. SEWER	WO-10243	Completed	07/03/2025	07/03/2025	High	
2517567390	Land Parcel - 489 FAIRGROUNDS PL	WO-10174	Not Started	06/25/2025	--	Medium	489 fairgrounds
2025-13	Land Parcel - 30 N FERGUSON ST	WO-10173	Not Started	06/23/2025	--	None	30 N FERGUSON ST
TURNING HEART	Hydrant - HY-0016	WO-10171	Not Started	06/23/2025	--	Medium	300 E MAIN ST. LOT 58
2516963350	811 - Asset Locate Request - 2025-06-18 12:02:45 CDT	WO-10164	Not Started	06/18/2025	--	None	470 MANNING ST
2516359379	811 - Asset Locate Request - 2025-06-12 12:25:43 CDT	WO-10148	Not Started	06/12/2025	--	Medium	235 FERGUSON
2516359357	811 - Asset Locate Request - 2025-06-12 11:45:49 CDT	WO-10147	Not Started	06/12/2025	--	Medium	25 2ND ST
2516359348	811 - Asset Locate Request - 2025-06-12 11:33:03 CDT	WO-10146	Not Started	06/12/2025	--	Medium	25 N 2ND ST
2516258804	811 - Asset Locate Request - 2025-06-12 11:29:29 CDT	WO-10145	Not Started	06/12/2025	--	Medium	440 main st
2516258804	811 - Asset Locate Request - 2025-06-12 11:26:59 CDT	WO-10144	Completed	06/12/2025	06/12/2025	None	440 main st
locate	811 - Asset Locate Request - 2025-06-02 09:21:02 CDT	WO-10138	Not Started	06/02/2025	--	Medium	234 Donna St
locate	811 - Asset Locate Request - 2025-06-02 09:18:49 CDT	WO-10137	Not Started	06/02/2025	--	None	110 Fairgrounds Pl.
Water Meter Remote Reader Repair - Follow Up	Land Parcel - 110 FAIRGROUNDS PL	WO-10136	Completed	06/02/2025	06/02/2025	Medium	110 Fairgrounds Pl.
#2025-01 WILES	Land Parcel - 51 N 5TH ST	WO-10119	Not Started	05/16/2025	--	Low	51 N 5th Street, PO Box 282
Water Meter Remote Reader Repair	No Asset - 2025-04-30 12:08:20 CDT	WO-10068	Not Started	04/30/2025	--	Medium	27 N 4TH ST
	Land Parcel - 51 N 5TH ST	WO-10057	Completed	04/24/2025	04/24/2025	Low	51 N 5th Street, PO Box 282



11 D

Day of Water

9/30/2025

Outdoor Campus West

Adventure Trail, Rapid City, SD 57702

- 8:30 AM **Registration**
- 9:00 AM **Hydrant Overview and PM-Kennedy and M&H**
Hydrant types and operation, PM best practices, common failure points, and field repairs
- 10:00 AM **Pressure & Temperature Monitoring Clow**
Importance of monitoring in distribution systems, tools and technologies available, data interpretation for system health
- 11:00 AM **Ductile Pipe 101-McWane**
Manufacturing process and materials, advantages over other pipe types, installation tips and standards
- 12:00 Noon **Ductile Fitting Overview & Applications-Tyler Ductile Fittings**
Types of fittings & where they are used, proper installation and common issues, compatibility and corrosion considerations
- 1:00 PM **Q&A**

For more information on this class, please contact:

Gavin Graverson | 605-501-2298 | ggraverson@sdarws.com

**This class will have a working lunch provided by Clow V&H
Register @ SDARWS.com*

*Zoom option available - register for the class and link will be sent
5 contact hours will be given for attendance*



SOUTH DAKOTA ASSOCIATION OF RURAL WATER SYSTEMS

203 W. Center Street | Madison, SD 57042
605-556-7219 | www.sdarws.com



**WESTERN
DAKOTA REGIONAL
WATER SYSTEM**

13C



**OFFICIAL NOTICE
WESTERN DAKOTA REGIONAL WATER SYSTEM
5th Annual Membership Meeting
September 25, 2025**

In accordance with **Article III, Section 1** of the Western Dakota Regional Water System (WDRWS) bylaws, this is an **Official Notice** that the **Fifth Annual Membership Meeting of South Dakota Regional Water System** will be held at **1:00 p.m. (MDT) on September 25, 2025**, at K Bar S Lodge, 434 Old Hill City Road Keystone, SD, 57751. Presentations will precede the Annual Membership Meeting, with registration at 8:00 a.m. (MDT) and presentations beginning at 9:00 a.m. (MDT).

Voting Membership

Voting Membership includes Class 1 and Class 2 Members of WDRWS. Voting Members shall name one Voting Delegate and one Alternate Delegate to the Annual Meeting and notify WDRWS of the names of each Delegate in advance of the meeting. Voting Members are eligible to vote at the annual meeting and to be elected as a member of the Board of Directors.

Non-Voting Membership

Non-voting Membership includes Associate Members and Supporting Individual Members of WDRWS. Non-Voting Members are welcome to attend the Annual Meeting. Non-Voting Members are ineligible to vote at the Annual Meeting or be elected to the Board of Directors.

**Business Meeting Schedule
September 25, 2025
K Bar S Lodge, 434 Old Hill City Road, Keystone, SD, 57751**

1:00 p.m. (MDT)

1. Determination of Quorum.
2. Reading Notice & Proof of Mailing.
3. State of the Organization Report.
4. Acceptance of Treasurers Report.
5. Approval of the 2024 Annual Membership Meeting minutes.
6. Board Composition Presentation.
7. Election of Board Members.
8. Unfinished Business.
9. New Business.
10. Announcements.
11. Adjournment.

Jake Fitzgerald
Board President

Kristin Conzet
Executive Director



**WESTERN
DAKOTA REGIONAL
WATER SYSTEM**

2025 Annual Member Business Meeting

September 25, 2025

K Bar S Lodge

434 Old Hill City Road

Keystone SD 57751

1:15 p.m. **Call to Order and Overview of the Annual Business Meeting**
Jake Fitzgerald, President, Western Dakota Regional Water System

Financial Report

Denetta Horan, CPA, Casey Peterson, CPAs

Technical Progress on the Feasibility Study

Cory Chorne, PE, AE2S, Western Dakota Regional Water System Engineering
Project Manager

Business Meeting

Talbot Wiczorek, Attorney for Western Dakota Regional Water Systems

1. Approval of the 2024 Annual Membership Meeting minutes.
2. Election of Board Members
 - a. Elect one Class 1 Member to a three-year term.
 - b. Elect one Class 1 and/or Class 2 Member to a three-year term.
3. Unfinished Business
4. New Business
 - a. Membership deadlines
5. Announcements
6. Adjournment

STATEMENT OF FINANCIAL POSITION DECEMBER 31, 2021

ASSETS

Cash and Cash Equivalents	\$241,163
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TOTAL ASSETS	\$241,163
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NET ASSETS

Net Assets With Restrictions: Restricted by Purpose	\$196,500
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Net Assets Without Restrictions	
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Board-designated for Future Grant Match	\$8,250
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Undesignated	\$36,413
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NET ASSETS	\$241,163
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REVENUES

Public Support	\$1,961,608
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EXPENSES

Water System Planning and Design	\$1,438,292
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Administrative Expenses	\$205,933
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Professional Services - Accounting	\$73,945
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Professional Services - Legal	\$17,587
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Professional Services - Lobbyist	\$5,590
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Professional Services - Insurance	\$2,837
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Total Expenses	\$1,744,184
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CHANGE IN NET ASSETS	\$217,424
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NET ASSETS - BEGINNING	\$23,739
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NET ASSETS - ENDING	\$241,163
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WESTERN DAKOTA REGIONAL WATER SYSTEM

4TH ANNUAL MEETING MINUTES

September 5, 2024

The Box

631 WaTiki Way

Box Elder, SD 57719

Voting Members Present

- Butte-Meade Sanitary District
- City of Box Elder
- City of New Underwood
- City of Rapid City
- Colonial Pine Hills Sanitary District
- Rapid Valley Sanitary District
- Southern Black Hills Water System
- Fall River Water Users District

Others Present

- Talbot Wieczorek, Gunderson Palmer
- Owen Wiese, Gunderson Palmer
- Kate Woten, Casey Peterson Ltd
- Cheryl Chapman, Executive Director
- Media, & Interested Parties

Call to Order

Doug Curry, WDRWS Board President, called the fourth Western Dakota Regional Water System Annual Meeting to order at 1:32 pm. Curry provided an overview of key issues and the format of the business meeting.

Financial Report for 2023

Kate Woten provided an overview of the 2023 Financial Report, which was provided in the Annual Report. Cheryl Chapman noted that WDRWS has received notification of receipt of the 2023 audit.

Program

Cory Chorne from AE2S provided an update from the engineering team summarizing technical progress on the feasibility study.

Business Meeting

At 2:12 pm Curry called on WDRWS attorney Talbot Wieczorek, Gunderson, Palmer, Nelson & Ashmore, LLP, to direct the business of the Annual Meeting.

Approval of 2023 Annual Meeting Minutes

Jim Martin moved to approve the 2023 Annual Meeting Minutes. Seconded by Williamson. **Motion** passed unanimously.

Election of Board of Directors

Talbot Wieczorek reviewed the structure of the Board of Directors, which currently consists of 7 seats each with an initial 1-, 2-, or 3-year term to establish an annual election process that will annually elect 2 or more positions for a 3-year term. It was noted that seats on the Board of Directors represent the member system as opposed to an individual, and that the representative for a member holding a seat can be changed at the will of the member system. Current board members by term based on election in 2023 include:

1-Year Term (expires in 2024):

- Colonial Pine Hills Sanitary District – Class 2 (represented by Jim Martin)
- City of Rapid City – Class 1 (represented by Dale Tech)

2-Year Term (expires in 2025)

- Butte-Meade Sanitary Water District – Class 1 (represented by Todd Williamson)
- West River/Lyman Jones Rural Water System, Inc – Class 1 (represented by Jake Fitzgerald)

3-Year Term (expires in 2026)

- City of Box Elder – Class 1 (represented by Doug Curry)
- City of New Underwood – Class 1 (represented by Teresa Hall)
- City of Spearfish – Class 1 (represented by Adam McMahon)

Wieczorek called for a motion to elect one Class 1 and one Class 2 member to the Board of Directors for a three-year term expiring in 2027. Colonial Pine Hills representative Jim Martin and Rapid City representative Dale Tech expressed desire to continue to serve on the Board of Directors. There were no other nominations from the floor.

Teresa Hall moved to close nominations and cast a unanimous ballot to elect Jim Martin (Colonial Pine Hills) and Dale Tech (Rapid City) to the Board of Directors. Fitzgerald seconded the motion. **Motion** passed unanimously.

It was noted that the definition of Class 2 members and total seats on the Board of Directors is a topic to be discussed over the next year.

Unfinished Business

There was no unfinished business for the membership.

New Business

There was no new business for the membership.

Adjournment

Hall moved to adjourn the meeting. Seconded by Martin. **Motion** passed unanimously. Meeting adjourned at 2:21 pm.



Incident Response Planning (IRP) Workshop

What do you do if you have a cybersecurity breach?
Who will you call first?

An interactive workshop to learn the steps to create your own IRP for
South Dakota cities, counties, and municipalities!

When: Tuesday, September 30th
10:00 am - 3:00 pm MT
Lunch is on your own!
(relatively good coffee will be available)

Where: Pennington County
Emergency Operations
Center in Rapid City

Register [HERE](#) before 1:00 pm MT
September 29th, 2025



Or here!

Terri Cornelison

From: Waldner, Mike <Mike.Waldner@dsu.edu>
Sent: Friday, August 22, 2025 8:24 AM
To: Waldner, Mike
Cc: Podhradsky, Ashley; Jim Edman - CISA (James.Edman@mail.cisa.dhs.gov); Bushee, Abigail
Subject: DSU-CISA Incident Response Plan Workshop - September 30th in Rapid City
Attachments: IRP Workshop Flyer 09-30-2025.pdf; QRCode for 09_30_2025 SecureSD _ CISA Incident Response Workshop Registration.png

To (Bcc'd): **SD City Finance Officers, County Auditors, other City/County Employees**

From: **Mike Waldner, Director of SecureSD**

Subject: Dakota State University (DSU) & the Cybersecurity & Infrastructure Security Agency (CISA) are partnering to offer a **4-hour interactive workshop on Tuesday, September 30th in Rapid City**. The workshop will run from 10:00 am – 3:00 pm with a break for lunch.

PS: *This will be the same workshop that was held at DSU 8/12/25*

Hi Everyone,

What do you do if you have a cybersecurity breach? Who will you call first? What do you do? How do you recover? Do you have your check list? Find answers to these questions at this workshop.

If your entity does not currently have an Incident Response Plan (IRP) **now is the time**. This workshop will give you an opportunity to interactively start writing your plan with cybersecurity experts guiding you through the documents.

WHAT IS AN IRP? An IRP is a documented strategy outlining how an organization will **detect, respond** to, and **recover** from a cybersecurity attack. It's a crucial document that clarifies **roles, responsibilities**, and key **activities** during a security incident. The plan aims to minimize the impact of breaches, ensure business continuity, and improve overall security posture.

While we all hope that one would never need to be executed, writing an IRP does not need to be a significant effort. There are a few fundamental aspects to every plan that can be easily documented with minimal effort. Again, this workshop is interactive and will give you an opportunity to start writing your plan with the experts guiding you through the documents.

Please share this message and flyer with others who may be interested. A quick registration form is available through the QR code or link below.

Recap:

What: Interactive Incident Response Plan (IRP) workshop (We will send templates and documents to those who register)

Where: Rapid City, SD – Pennington County EOC (details will be sent to those who register)

When: Tuesday, September 30th, 2025 10AM – 3PM MT

Registration: <https://forms.office.com/r/u3rwJS4rJi>



Thank you for your interest in keeping South Dakota cybersafe.

Jim, & Mike

Jim Edman
Cybersecurity Coordinator, South Dakota
Integrated Operations Division (IOD)
Cybersecurity & Infrastructure Security Agency (CISA)
James.Edman@mail.cisa.dhs.gov | 605.220.1567



Mike Waldner

Director of SecureSD

Cybersecurity for Municipalities and Counties

DAKOTA STATE UNIVERSITY

888-DSU-9988 / dsu.edu

Mike.Waldner@dsu.edu | Office: 605-295-0821

**TOWN OF HERMOSA
ORDINANCE 2.078**

15A

AN ORDINANCE APPROPRIATING FUNDS FOR THE FISCAL YEAR 2026

SECTION ONE:

Be it ordained by the Town of Hermosa that the following sums are appropriated to meet the financial needs of the municipality for the fiscal year 2025.

REVENUE	General	Water	Sewer	Debt Service	Gross Receipts	
<u>General Government</u>						
Sales Tax	\$279,158.00				\$18,000.00	
Property Tax	\$75,000.00					
Other Misc. Tax	\$150.00					
Licenses	\$3,000.00					
Permits	\$2,500.00					
State Shared	\$5,000.00					
County Shared	\$12,500.00					
Animal License	\$500.00					
Interest, Misc, Donations	\$15,000.00					
Rentals	\$2,400.00					
Liquor Operating	\$26,000.00					
Garbage Collection	\$56,000.00					
<u>Water Department</u>						
Permits						
Operating Revenue		\$211,500.00				
Surcharge Revenue		\$4,600.00				
Misc. Revenue		\$22,000.00				
Transfer In						
<u>Sewer Department</u>						
Permits						
Operating Revenue			\$149,974.00			
Surcharge Revenue			\$93,392.00			
Misc. Revenue			8000			
Grants/Loans			350000			
Transfer In						
<u>Debt Service</u>						
Tax Increment Financing District:						
Property Tax						
Penalty/Int/Other Taxes						
Unassigned Fund Balance						
	\$477,208.00	\$238,100.00	\$601,366.00	\$0.00	\$18,000.00	\$1,334,674.00

SECTION TWO:

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

EXPENDITURES	General	Water	Sewer	Debt Service	Gross Receipts
<u>General Government</u>					
Town Board	\$33,669.00				
Election Board	\$3,320.00				
Planning & Zoning	\$20,000.00				
Finance Office/Administration	\$151,707.00				

Street Department	\$78,951.00				
Garbage Collection	\$61,500.00				
Public Safety					
Law Enforcement	\$74,302.00				
Professional Fees					
Attorney	\$24,000.00				
Engineer/Planning	\$25,000.00				
Building Inspector	\$0.00				
Govt Buildings	\$4,759.00				
Transfer Out					
Misc. Expenses					
Charitable Donations					
Capital Outlay Expense – land					
Transfer Out					
Water Department					
Water Expenses		\$238,100.00			
Capital Improvement Expenses					
Transfer Out					
Sewer Department					
Sewer Expenses		\$601,366.00			
Capital Improvement Expenses					
Transfer Out					
Debt Service					
Hermosa Administration Expense			\$	18,000.00	
Capital Improvement Expenses					
Debt Retirement Fund					
Rural Development Water Project					
SRF Loan					
TIF Water/Sewer Loans					
Rural Development DOT Main St.					
Lagoon Land Purchase					
Reserves					
Reserves for Issued Debt					
Contingency Funds / Reinvest					
FEMA Fund					
Fema Expenses					
Gross Receipts					
Promotional Expenses				\$18,000.00	
	\$477,208.00	\$238,100.00	\$601,366.00	\$0.00	\$36,000.00
					\$1,352,674.00

SECTION THREE:
That there is hereby levied upon all taxable property within the Town of Hermosa, for the fiscal year 2025, a tax sufficient to raise the following funds, to-wit:

For the General Fund	\$75,000.00
Total Levy	\$75,000.00

SECTION FOUR:

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

Dated this 9th day of September 2025.

TOWN OF HERMOSA

Kelburn Koontz, Town Board President

ATTEST:

Terri Cornelison, Finance Officer

(SEAL)

First Reading: September 9, 2025
Second Reading: September 23, 2025
Publication: Octobere 1, 2025

Published once at the approximate cost of _____.

Vote:
Koontz -
Kramer -
Ferguson -
Harris -
Serviss -

TOWN OF HERMOSA

AGREEMENT FOR PERFORMANCE OF SERVICES OF PUBLIC WORKS AND TOWN MAINTENANCE

This Agreement is entered into this ____ day of September, 2025 and supersedes the agreement entered into on the 23^d day of January, 2024 by and between the Town of Hermosa, South Dakota, hereinafter "Town" and Chelsie Ferguson, hereinafter "Contractor," of Hermosa, South Dakota, for the performance of the Town's maintenance duties, locating water and sewer utilities, grounds maintenance, and other such things as specifically set forth herein.

Relationship of the Parties

The parties hereby acknowledge that no other relationship exists between the Town and Contractor, other than an independent contractor relationship for all intents and purposes of this Contract. The Contractor shall in no way be deemed the agent of the Town, except as expressly provided herein. All correspondence between the Contractor and SDDANR shall be routed to the Town Engineer and copied to the Finance Officer. The town will provide the Contractor with an office on the main floor of the Town Hall at no cost to the Contractor.

The Duties and Essential Job Functions:

The Contractor must work well at all times with the Town Engineer. The contractor has the first right of refusal for items inside scope of contract prior to BOT vote. The Contractor shall follow all directives given to the contractor by the Town Engineer that have been passed by a majority vote of the Board of Trustees. The contractor will have bi-monthly meetings with the Town Engineer in advance of each town BOT meeting agenda deadline, so as to have a written report ready for Public Works.

Compensation for Contractor – General Facilities Groundskeeping, Waterworks and Snow:

The Contractor shall be paid \$1,555.20 per month, for all duties set forth below, regardless of the frequency of said duties. The said amount is to include all taxes or other fees required by any governmental agency for the performance of duties set forth herein. Payment shall be due and payable on the last business day of the month. Submittal of the previous month's records and completed work orders must be made prior to release of monthly Contract payment.

The Contractor shall undertake the following duties in regard to the various functions of this Agreement:

General Facilities Maintenance

- Responsible for keeping the two town garages, at the town office and at the pump house, clean and free of pests or weeds. The contractor should bring any building issues to the town Engineer's attention as soon as possible to have the issue inspected.
- Clear dead animals and roadkill from the town streets and sidewalks.

General Water Works

- Flush hydrants as per Town Engineer directives.
- Turn water on and off as directed by the Town Engineer (Emergency only), Finance Officer or Board of Trustees.
- No water or new services shall be installed or turned on or off (unless under emergency directives by the Town Engineer) without a work order that will be initialed or the direct written instruction of either the Finance Officer or the Board of Trustees.
- Read meters located in pits, if requested by the Finance Officer.
- Direct all complaint calls to the Town Planner or Town Engineer.
- Perform inspection of taps of new construction and repairs, as directed by the Town Engineer.
- Must do water locates (paint on the ground) when One Call requests (10 per month, then reference Exhibit A).
- Oversee the town's Valve Exercise program, as per the CMOM and directives of the Town Engineer.

Groundskeeping

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

Snow Removal

- The amount of snow (four inches) current wind, drifting, temperature, future weather forecasts and moisture content of the snow shall be taken into account when making the decision to plow snow. Close coordination is required with the President/Vice President prior to and during snow removal. During white out conditions and blizzards snow removal will be on hold until it can be accomplished safely. The priorities will be school routes (Whitney, 2nd h & 4th) to be completed by 6:00 am, and the town office areas which will be completed by 7:00 am. The town's responsibility by the Dollar General and Restaurant will be the next priority. This will include blading of all approaches to driveways and all secondary streets as needed and as directed by the Street Chairman. Snow removal equipment rental costs will be invoiced to the Town by the Contractor at the rates as agreed upon in attached Exhibit A.
- Contractor is responsible for damages, clean- up, and repair. Shoveling Sidewalks & Entry Ways and placing salt has no amount of snowfall trigger the Sidewalks & Entry Ways will be kept clear of ice and snow at all times. See Exhibit A for compensation.

All billing will be accomplished within 30 days of each task completion, with failure to do so resulting in the claim being not paid, unless an exception is made by a majority vote of the board of trustees.

Compensation for Contractor:

The Contractor shall be paid \$1,339.20 per month, for all duties set forth below, regardless of the frequency of said duties. The said amount is to include all taxes or other fees required by any governmental agency for the performance of duties set forth herein. Payment shall be due and payable on the last business day of the month. Submittal of the previous month's records and completed work orders must be made prior to release of monthly Contract payment.

The Contractor shall undertake the following duties in regard to the various functions of this Agreement:

General Sewer:

- Shall comply with CMOM to maintain and operate the town's Vactor/Jetter truck in good working order. Repairs needed to the Vactor truck will be brought to the Town Engineer's attention and the Contractor will assist in acquiring quotes for the repairs.
- Conduct routine sewer cleaning (step cleaning and pump station cleaning) and maintenance in accordance with the CMOM and directives of the Town Engineer. The contractor will invoice the town at the rates agreed upon in Exhibit A attached.
- Direct all distress calls and problem areas to the Town Engineer.
- Maintain accurate records of all sewer maintenance activities completed and turn into the finance officer Monthly.
- Check manholes as directed by the Town Engineer.
- Must do sewer locates (paint on the ground) when One Call requests (10 per month, then reference Exhibit A).
- Perform inspection of taps of new construction and repairs, as directed by the Town Engineer.

General Lagoon:

- Grade driveway to lagoons and keep all-season road maintained.
- Maintain fences surrounding the lagoons and coordinate with Town Engineer on security.
- Perform all weed control on the rip-rap and around the lagoons
- Keep grass cut and weed eat to keep lagoons and Wastewater Treatment plant ground kept.
- Prepare a report due the Friday before every board meeting.
- Attend the Board of Trustees meetings with report on Public Works upon request by Town Engineer.

Street Lights: The Contractor shall be paid \$225.60 per month for said duties of: Contractor shall inspect street lights once per week when dark and coordinate repair.

Manpower Rates:

Man power rates for work not included in this agreement will be \$42.00 per hour for the Contractor and the hourly rate per hour paid to the Contractors helper.

When items in EXHIBIT A or other projects requires a second person to accomplish the given task the hourly rate for the second person will be the rate paid to the Contractors helper as per Contractor's set wage. All billing will be accomplished within 30 days of task completion, payable on the last business day of the month, failure to do so could result in the clam not being approved.

Equipment Rates:

The parties agree that the equipment rates set forth in Exhibit A shall be paid to Contractor as needed.

Contractor shall submit a billing, no less than every thirty (30) days regarding equipment time used for the previous month. Such billing shall include the description of said equipment, hours of use and a brief description of the job site uponwhich equipment was used.

Minor Repairs to the sewer and water system under \$3,000: The Contractor can perform minor repairs to the water and sewer system under direction of the Town Engineer without prior approval of the Board of Trustees as long as the repair is under \$3,000 to include parts, equipment hourly rates, mileage and manpower rates. The Chairperson or Vice Chair of the affected system shall be notified prior to the work starting. The Contractor shall submit a bill using the Manpower Rates identified in this agreement, equipment hourly rates, and receipts for parts and mileage.

Emergency Repairs:

The Contractor shall perform emergency repairs under the direction of the Town Engineer to the water and sewer systems without getting whole board approval. The Chairperson or Vice Chair of the affected system will be notified of the emergency immediately. Contractor shall submit a bill using the Manpower Rates identified in this agreement, equipment hourly rates, and receipts for parts and mileage.

Mileage outside the one-mile radius of the Town:

The Contractor may submit to be reimbursed for mileage outside the one-mile radius of the town for traveling to purchase parts. The rate will be paid at the state rate. The Contractor may also submit for hours used in addition to mileage for travel time to get parts.

Parts and materials from the Contractors bench stock:

Parts and materials used by the Contractor to perform any repair under this agreement or tasks assigned by the Board of Trustees from the Contractors bench stocks can be billed at the replacement cost to the Contractor to include mileage and travel time if applicable.

Reading Meters:

Reading of meters located in pits monthly to fill in during vacations or emergencies. The compensation for reading of meters to fill in for vacations or emergencies will be the same hourly rate paid to the Town meter reader.

The special meter upgrade project:

The special meter upgrade project to change out the touch pads with satellite pads the Contractor will be paid the hourly rate agreed upon in this Agreement to perform the work for the contractor and his helper if applicable.

Insurance and indemnification:

Contractor agrees to carry liability insurance in the amount of Two Million Dollars (\$2,000,000.00) per occurrence and further agrees to hold the Town harmless and indemnified from any and all third-party claims arising from or related to this Contract, including but not limited to acts of negligence, willful misconduct, or any other damage to property or injury to person resulting from Contractor's performance of this Agreement.

Terms of Agreement:

This contract is for a term of twelve (12) months. Either party may terminate this Agreement, in whole or in part, by giving thirty (30) days written notice, if the other party substantially fails to fulfill its obligations under the Agreement through no fault of the terminating party. Where method of payment is "lump sum", the Final invoice will include all services and expenses associated with the Agreement at a rate of \$103.60 per calendar day, up to the effective date of termination.

Administration:

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

Standards:

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

Controlling Agreement:

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

Dated this day of

TOWN OF HERMOSA

BY: _____ (DATE)

ITS: _____

ATTEST: _____ (DATE)

FINANCE OFFICER

Exhibit A

Ferguson Construction

Equipment Hourly Rates**

Item	Rate
Backhoe	\$95.00
Backhoe, 12' blade	\$95.00
Bobcat, any attachment	\$77.00
Motor Grader Blade	\$83.00
6-yard box truck	\$53.00
Vactor Truck	\$75.00
Mowing Equipment/Bobcat Brush Hog	\$71.00
17 Yard Box Truck	\$83.00
Jumping Jack	\$35.00
Footings & Foundation (per inspection)	\$47.00
Shoveling Sidewalks & Entry Ways per time	\$35.00
Trenches	\$100.00
Locates > 10/month /locate	\$105.00

****Includes Operator Fees (1person) Manhour Rate \$42.00 + 17.00/helper**

**RESOLUTION 07-2025
TOWN OF HERMOSA, SD
SURCHARGE FOR A WASTEWATER TREATMENT PLANT**

**RESOLUTION AMENDING THE TOWN'S RATE STRUCTURE, PROVIDING FOR A
SURCHARGE FOR A WASTEWATER TREATMENT PLANT , FOR PAYMENT OF A
REVENUE BORROWER BOND AND YEARLY REVIEW OF RATE**

**BE IT RESOLVED BY THE TOWN BOARD OF TRUSTEES OF THE TOWN OF
HERMOSA AS FOLLOWS:**

1. Surcharge for Borrower Bond. There shall be charged a monthly surcharge for the services provided by the improvement financed by the CW-03 Conservancy District Loan. The surcharge for each loan shall be segregated from other revenues of the Town and shall be used for the payment of the Borrower Bond CW-03 (the "Borrower Bond"). Provided that such surcharge shall create net income, remaining from time to time after first paying all reasonable and current expenses of maintenance, repairs, replacements and operation, sufficient to fund interest, reserve and debt service fund annual requirements.

2. Rates and collection. The Town does hereby establish a special charge or surcharge payable by each customer of its system who receives or benefits from the services of the project financed with the Borrower Bond. Such charge or surcharge shall be set at a level which, assuming a 10% delinquency rate, will produce income at the times and in amounts sufficient to pay when due the principal of and interest on the Borrower Bond and the administrative expense surcharge and all other payments as may be required under the loan agreement and Borrower Bond.

3. Borrower Bond Surcharge. The following clean water debt service surcharge shall be applicable to all customers served:

Borrower Bond CW-03 Surcharge: \$12.80 per user per month.

This surcharge shall remain in effect until such time as the revenue bond is paid in full. The initial surcharge shall be collected at the same time as other charges of the system. The surcharge is found to be equitable for the services provided by the improvements.

4. Segregation. The debt service surcharge shall be segregated from other income of the system in a separate book-keeping account and is pledged to the South Dakota Conservancy District for the payment of the loan payments on the Borrower Bond.

5. Yearly review. The amount of the surcharge shall be reviewed from year to year and may be modified in order to provide such funds as are set forth herein. The charges shall be reviewed yearly by Town and administratively adjusted, upwards or downwards, to such amounts as may be necessary to pay principal, interest, administrative surcharge and other charges as may become due and owing under the loan agreement or Borrower Bond.

6. Billing and Accounting. The surcharges shall be included in the monthly user bill. Nothing contained herein requires the surcharge be indicated on the billing, however, the surcharge segregation shall be indicated on the books of the Town.

7. Automatic Repeal. The surcharge for the Borrower Bond shall be automatically repealed when the Borrower Bond is paid in full.

8. Partial Invalidity. If any one or more of the provisions of the shall be held invalid, illegal, or unenforceable in any respect, by final decree of any court of lawful jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision hereof.

(SEAL)

President of the Board of Trustees

ATTEST:

Finance Officer

150

**SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION
APPLICATION FOR PERMIT TO OCCUPY RIGHT OF WAY**

Highway No. 40 East County CUSTER Approximately .25 Miles N ☐ S ☒ E ☐ W ☐

From (City or well defined point) Hermosa, SD

Description and Purpose of occupancy:

Corner of 3rd St and Whitney East to 2nd North to Main (Hwy 40) East to Fairgrounds Place (Christmas Parade) parade starts at 6pm

Duration of occupancy: PERMANENT ☐ TEMPORARY ☐ If temporary, give the estimated date of removal or completion:
12/13/2025 6:00 p.m. - approx 7:00 p.m.

I, the undersigned, request permission to occupy public right-of-way at the above location and as shown on the attached layout sheet. In consideration for this permission, I agree to abide by all conditions as herein stated.

1. To furnish all materials, labor, incidentals and pay all costs involved with this occupancy including restoration of any damage to the roadway and right-of-way to equal or better conditions than existed prior to the occupancy covered by this permit.
2. To provide protection to highway traffic during occupancy by the use of proper signs, barricades, flagpersons and lights as prescribed in the "Manual of Uniform Traffic Control Devices."
3. To indemnify and hold the State of South Dakota, its Department of Transportation, its officers, agents and employees, harmless from and against any and all actions, suits, damages, liability or other proceedings of any kind or nature brought because of any injuries or damage received or sustained by any person or property on account of the use or occupancy of right-of-way designated in this application.

APPLICANT NAME (please print) Breezy Simpson

SIGNATURE _____ DATE _____

ADDRESS 72 Fairgrounds Place CITY Hermosa STATE ABBV SD ZIP

57744

TELEPHONE 605-509-0907

REPRESENTING Breezy Simpson

(Name of Individual, Company, Organization, etc.)

EMAIL ADDRESS austinrylee1001@yahoo.com

To be completed by Department of Transportation

Project (Const.) _____ Station/Milepost _____ Maintenance Unit _____

Project (Maint.) _____

1. Prior to commencing occupancy and at completion of occupancy the applicant shall notify _____
at _____ Telephone _____

2. Special Conditions _____

3. Failure to accomplish the occupancy in accordance with the provisions of this permit will automatically render this permit null and void and where applicable, constitute grounds for its removal and/or full restoration of the occupancy site all at the applicant's expense.

This permit to occupy the right-of-way is granted to all conditions as herein stated on this ____ day of _____, 20____.

Area Engineer

Chief Bridge Engineer (Bridge Installations only)

INSTRUCTIONS FOR DOT-295

APPLICANT:

1. Complete all items at the top of the form.
2. If the occupancy involves work within the right-of-way, prepare a separate sheet showing the work to be accomplished. The drawing should include:
 - Width of the highway from shoulder to shoulder
 - Width of the right-of-way
 - Details of the work to be performed by the occupancy
 - A North arrow
 - Installations on bridges must include details of the method(s) of attachment.
 - Any other pertinent information
3. Sign the form and submit it and any attachments to the Region Office for processing.

DEPARTMENT OF TRANSPORTATION REGION OFFICE:

1. Complete the bottom portion of the form.
2. Installations involving bridges require review/approval of the Chief Bridge Engineer. If review by the Office of Bridge Design is necessary, allow two weeks for review.
3. If the request is denied, return the request to the applicant and state the reason for denial.
4. If the request is granted, make and send copies of the permit and attachments to:
 - Applicant
 - Area Engineer
 - Maintenance Supervisor
 - Chief Bridge Engineer (if applicable)
5. File the original copy in the Region Office.

NOTE: After Region Engineer (and Chief Bridge Engineer if necessary) approval, requests on Interstate Highways are to be forwarded to the Office of Right-of-Way to obtain the concurrence of the FHWA. Data will be returned to the Region Office for distribution.