

**HERMOSA TOWN BOARD
TUESDAY, FEBRUARY 7, 2023
REGULAR MEETING @ 6.00pm**

- 1) **ROLL CALL:**
 - A. BOT Roll Call: Henrichsen, Holsworth, Kramer, Schumack
 - B. Acknowledgement of other Attendees
 - C. Pledge of Allegiance to be led by Holsworth

- 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 the January 17th, 2023, regular meeting minutes
 - B. Approval of the January 23rd, 2023, special meeting minutes
 - C. Approval of the January 30th, 2023, special meeting minutes

- 4) **CONFLICT OF INTEREST DECLARATION**

- 5) **CLAIMS:**
 - A. Review payroll and claims
 - B. Motion to approve the claims as presented/amended

- 6) **LAW ENFORCEMENT/ ABATEMENTS/COMPLAINTS:**
 - A. Committee report
 - B. Custer County Log
 - C. Abatements
Properties, Dumpster

- 7) **LEGAL:**
 - A.

- 8) **ENGINEER:**
 - A. Water Rehab Project (WRT System)
 - B. Hermosa Sidewalk Project
 - C. Sewer Project (Lagoon design & expansion)
 - D. Water/Sewer Facility Plans
Resolution(s) review
DANR Award
Bruels Email
 - E. Black Hills Council of Local Governments
 - F. Town of Hermosa Water and Sewer Extension Project
 - G. Hermosa Hills Drainage
Town accept Marie Street-pending
Town accept Walter Street-pending
 - H. Whitney Street Drainage
SDARWS Report, Pending technician assistance, update on timeline
Camera drainage/awaiting meeting with school board
Approval to camera at retention pond, pending SDARWS results
 - I. Roy's Drive In Sewer Line
Pending Roy's response
 - J. Facility Plan for Booster, Water Meters
Possibly to add to USDA-pending
 - K. Rural Development
Application pending
 - L. Temporary floodplain engineer

- 9) **PLANNING & ZONING:**
 - A. Review P&Z meeting minutes from January 24th, 2023, meeting
 - B. Hermosa Community Center. ADA compliance- timelines.
 - C. Permit 2022-25 - REVISED- Digging/ROW-Water/Sewer Connection- Parcels 009318 & 009319
 - D. Tanya Stockham resignation/P&Z seat opening

- 10) **PUBLIC WORKS**
A. Committee Report
B. Streets, Street Light Repairs, Water & Sewer Department Updates
Trustee report on town lighting needs
C. Agreement for performance of services of public works and town maintenance
D. PACE – Municipal maintenance contract
E. Chuck Irvine training expenses
- 11) **FINANCE OFFICE:**
A. Monthly financials.
B. Department updates
C. Edward Jones Bank-account holders
D. SDFIT - account holders
E. DANR-water report for 2022
F. FO school attendance/scholarship application
G. Citizen water bill reduction-water leak
- 12) **OLD BUSINESS:**
A. Annexation: Gumbo Lilly, Fairgrounds Place, McDermand Street
B. Town Sign, pending
C. Town Office: Deck Staining, pending
D. Library: Deck Staining, pending
E. Hermosa Connects
- 13) **NEW BUSINESS:**
A. South Dakota PFAS Cost Recovery Program
B. Traffic control device grant application
C. Motion to be paid/not paid for 01/30/2023 special meeting.
D. Sign Next to yard waste dumpster
E. Lease agreement-250 Main street
- 14) **ITEMS FROM CITIZENS:** No action will be taken (3-minute time limit per speaker)
Meetings of the Board of Trustees are open to the public. The audience may be allowed to comment on specific agenda items during the time allotted on the agenda for those items, according to established procedures of the Board. This is a time for members of the public to express concerns or discuss issues having relevance to the town. Anyone wishing to address the Town Board during this time shall be asked to identify themselves. The number of presentations and time allotted to individuals may be limited by the board president and individuals shall refrain from discussing personalities. The president at his discretion, may recognize patrons at other times during the board meeting. No action will be taken by the board on any issue related without being first placed on a future agenda, by the board, to allow for proper notice.
- 15) **TRUSTEE INPUT:**
- 16) **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
- 17) **ADJOURN:** Motion by _____; Second by _____ to adjourn the meeting at _____ PM.

**HERMOSA TOWN BOARD
TUESDAY, JANUARY 17, 2023
REGULAR MEETING @ 6.00pm**

3 A.

ROLL CALL: Holsworth called the meeting to order on Tuesday, January 17th at 6.00 pm with the following members present: Henrichsen, Holsworth, Kramer, Schumack. Mitch Johnson, Chuck Ferguson, law enforcement also present.

CALL FOR CHANGES: Move item 13) F. Hermosa Connects to follow item 5) Claims. Motion made, seconded to accept the agenda as amended: Vote: all ayes, motion carried.

CONSENT CALENDAR: Motion made, seconded to approve January 3rd, 2023, regular meeting minutes as presented; Vote: all ayes, motion carried.

CONFLICT OF INTEREST DECLARATION None

CLAIMS: Motion made, seconded to approve claims as presented; Vote: all ayes, motion carried. A & B business equipment Inc.: monthly printer/fax 01/23 \$557.25; ACES Engineering INC Perm. Review 2022-39 Staff rep \$215.00; Chuck Irvine: Reimburse salt \$17.57 and meter reading 12/19/2023 \$70.00; Custer County Sheriff: Law enforcement contract \$15,333.34; Deluxe: deposit tickets \$305.95; Chuck Ferguson: Breaking Ice, sludge test, hole \$210.00, snow Removal \$280.00, Heater repair, clean & vacuum \$304.99; Johnson law firm: Review ordinances, library lease \$671.50; Mt. Rushmore telephone: phone/internet/fax \$242.78; ODP business solutions LLC: Binders, 10-key calculator \$604.07; Pioneer bank & trust: Stamps, W2-1099 forms, organizer \$585.85; PSN-Payment Service Network: monthly fee 12/01/22-12/31/22 \$132.85, Double payment for Utility bill \$23.95; Sanders sanitation: monthly sanitation service 12/22 \$3,940.95; SD Department of Revenue: tax Nov/Dec 2022 \$582.12; SDML: Annual fees \$41.95; C.C. Chronicle/Western trader: Publishing expense/minutes \$137.22; DSG: Heater in the altitude valve \$282.70; Rural Development: RD1 auto loan-January interest/principal \$1,278.00, RD2 DOT January interest/principal \$417.00, RD3 January interest/principal \$222.00; DANR: Annual environmental fee \$50.25; Golden West technologies: Monthly Service-January23 \$563.50; GWORKS: Receipt management & desktop adjust. \$80.00; Additional Claims: North Central Insurance Notary bond 6 Years \$50.00; Secretary of State: Notary Public application, Oath, filing fee \$30.00. Accounts Payable Total: \$27,230.79. Payroll related: Finance department \$3,226.81; Health Pool of SD: Single Health & Life, FO & Admin \$1,835.74; EFTPS-Electronic Federal Tax.FED/FICA TAX \$753.47. Report total: \$33,046.81.

Hermosa connects – introduction.

LAW ENFORCEMENT/ ABATEMENTS/COMPLAINTS: Law enforcement present. Monthly update report provided.

LEGAL: None.

ENGINEER: Water Rehab Project (WRT System)- pending. Hermosa Sidewalk Project-final cost report provided, moving forward with the project. Sewer Project (Lagoon design & expansion)-in progress, gathering all the needed information for the designs to be submitted to DANR by January 31, 2023. Motion made, seconded to make existing main replacement infrastructure as pending and move forward only with the lagoon expansion project; Vote: all ayes, motion carried. Water/Sewer Facility Plans and Black Hills Council of Local Governments-pending. Town of Hermosa water and sewer extension project-pending, Hermosa Hills-pending. Whitney street drainage-pending. Roy's Drive in sewer line-pending. Facility plans for booster, water meters and rural development-pending.

PLANNING & ZONING: Review of January 10th, 2023 P&Z meeting minutes. Motion made, seconded to approve permit 2022-39- plat application- parcel (015391); Vote: all ayes, motion carried. Motion made, seconded to remove permit 2022-39 off the agenda; Vote: all ayes, motion carried.

PUBLIC WORKS

Streetlights, water, sewer update report by Chuck Ferguson. Quarterly samples submitted. The agreement for performance of services of public works and town maintenance will be reviewed at the next work session on January 24th,2023. Motion made, seconded to remove annual technical conference 2023 off the agenda; Vote: all ayes, motion carried. PACE-municipal maintenance contract-pending.

FINANCE OFFICE: Monthly financials provided in the packet. Notary application completed. Long distance call service carrier change completed. Edward Jones and SDFIT account holders updated. Edward Jones bank representative is set to attend the first BOT meeting in February. Water report to be sent to DANR. Motion made, seconded to remove notary application, long distance call service off the agenda; Vote: all ayes, motion carried.

OLD BUSINESS: Annexation: Gumbo Lilly, Fairgrounds Place, McDermand Street-pending. Town Sign, pending. Town Office and Library deck Staining-pending.

NEW BUSINESS: Fencing estimate-quote received-pending. Hazard mitigation, final changes made and submitted. Motion made, seconded to remove fencing estimate, hazard mitigation off the agenda; Vote: all ayes, motion carried. SD PFAS cost recovery program-pending. Traffic control device grant application-pending application. Reading of Resolution 01-2023 Town of Hermosa Salaries and wages: WHEREAS, the Board of Trustees for the Town of Hermosa, Custer County, South Dakota a resolution providing for the classification and salaries of the Municipal employees and officers for the Town of Hermosa, for the period commencing January 1, 2023; AND WHEREAS, all salaries and compensation of the Town of Hermosa's officer's and employee's names herein shall be as follows; Board of trustees \$75.00 each regular meeting and \$50.00 each special meeting; Finance officer \$20.00 per hour; Administrative assistant \$17.00 per hour; Mosquito control \$16.00 per hour; Water meter reading \$14.00 per hour; Planning and zoning president \$40.00 per meeting/volunteer appointment; Planning and Zoning members \$30.00 per meeting/volunteer appointment; Board of equalization \$50.00 per meeting; Election board \$15.00 per hour; Custodian \$15.00 per hour. Contract/Salary positions: Water maintenance \$1,296.00 per month; Sewer maintenance \$1,116.00 per month; Street maintenance \$136.01 per month; Law enforcement \$80,000 / 1 Year Contract; 911 Dispatch contract \$2,000/ Quarterly. Now therefore, be it resolved that these wages and salaries are hereby approved this 17th day of January 2023. Motion made, seconded to approve Resolution 01-2023; Vote: Holsworth – aye, Kramer – aye, Schumack- aye, Henrichsen – aye. First Reading: January 17, 2023. Motion made, seconded to remove Resolution 01-2023 off the agenda; Vote: all ayes, motion carried.

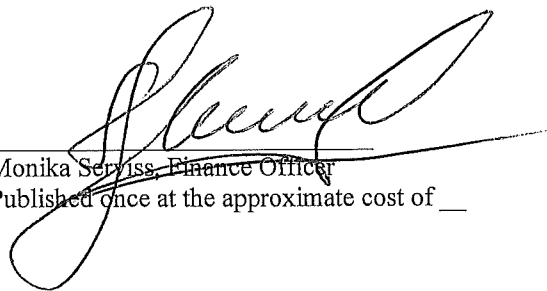
ITEMS FROM CITIZENS: Audience had input.

TRUSTEE INPUT: Good meeting.

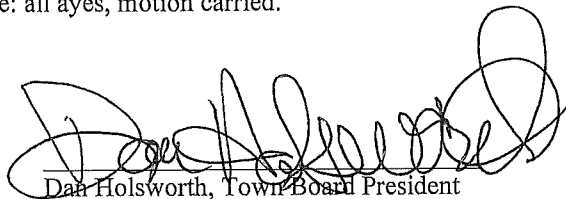
EXECUTIVE SESSION: No executive session.

ADJOURN: Motion made, seconded to adjourn the meeting at 7.18 PM; Vote: all ayes, motion carried.

ATTEST:



Monika Serviss, Finance Officer
Published once at the approximate cost of _



Dan Holsworth, Town Board President

HERMOSA TOWN BOARD
SPECIAL MEETING
MONDAY, JANUARY 23, 2023 @ 2:00pm

3 B.

ROLL CALL: Holsworth called the meeting to order at 2:01 pm, with the following members present; Henrichsen (absent), Holsworth, Kramer and Schumack; Also present: Danny Ayers from SDARWS, Neugebauer's, Leah and Daniel from ACES. Pledge of Allegiance led by Holsworth.

CALL FOR CHANGES: Motion made and seconded to accept the agenda as presented; Vote; all ayes, motion carried.

NEW BUSINESS/ENGINEER: Current lagoon expansion design ACES is working on, complies with DANR Wastewater Collection and Treatment Facilities recommended design criteria. Landowners are willing to work with the Town to make construction easement area available. Contract/agreement with Neugebauer brother's to be drafted and signed after all the details are in place. No motions were made.

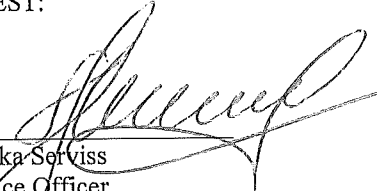
ITEMS FROM CITIZENS: Citizens had input.

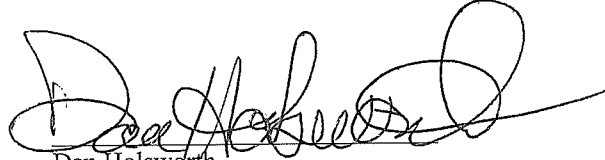
TRUSTEE INPUT: Special Thank you to all the attendees. Good meeting.

EXECUTIVE SESSION: None

ADJOURN: Motion made and seconded to adjourn the meeting at 2:48 pm; Vote; all ayes, motion carried.

ATTEST:


Monika Seviss
Finance Officer


Dan Holsworth
Town Board President

Published once at the approximate cost of _____.

HERMOSA TOWN BOARD
SPECIAL MEETING
MONDAY, JANUARY 30, 2023 @ 1:00pm

3 C.

ROLL CALL: Holsworth called the meeting to order at 1:05 pm, with the following members present; Henrichsen, Holsworth, Kramer (joined at 1:08pm) and Schumack; Also present: Leah and Daniel from ACES, Chuck Ferguson, Chuck Irvine and 1 citizen. Pledge of Allegiance led by Holsworth.

CALL FOR CHANGES: Motion made and seconded to accept the agenda as presented; Vote; all ayes, motion carried.

ENGINEER: Final design of the lagoon expansion along with project manual presented by ACES. Motion made, seconded to allow ACES submit the designs for approval to SDDANR; Vote: all Ayes, motion carried.

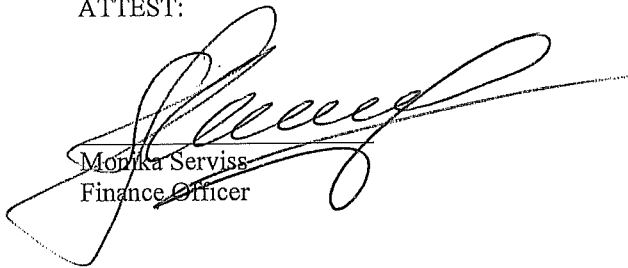
ITEMS FROM CITIZENS: None.

TRUSTEE INPUT: Happy with the project progress. Good meeting.

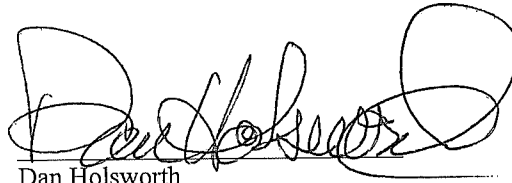
EXECUTIVE SESSION: None

ADJOURN: Motion made and seconded to adjourn the meeting at 1:57 pm; Vote; all ayes, motion carried.

ATTEST:



Monika Serviss
Finance Officer



Dan Holsworth
Town Board President

Published once at the approximate cost of _____.

5 B.

CLAIMS REPORT 02-07-2023				
VENDOR	REFERENCE	AMOUNT	CHECK #	CHECK DATE
A & B BUSINESS EQUIPMENT INC	MONTHLY PRINTER/FAX FEE	\$ 539.31	66	2/7/2023
ACES Engineering INC	Lagoon expansion project	\$ 22,890.90	17030	2/7/2023
BLACK HILLS ELECTRIC COOP.,Inc	Utilities-Electric 01/2023	\$ 2,108.48	72	2/7/2023
C.C. Chronicle/Western trader	Publishing/Legal notices 01/23	\$ 115.10	17042	2/7/2023
CHUCK FERGUSON	Monthly agreement 01/2023	\$ 2,600.01	17029	1/30/2023
DSG-DAKOTA SUPPLY GROUP	Booster pump-water	\$ 1,038.32	17031	2/7/2023
GOLDEN WEST TECHNOLOGIES	SonicWall security bundle 2023	\$ 1,158.13	17032	2/7/2023
GWORKS	Project accounting,Annual fee	\$ 3,605.51	17033	2/7/2023
HAGG & HAGG LLP	DANR issue/Services	\$ 2,124.00	17034	2/7/2023
JOAN HARRIS	Reimb.for Rapid Rooter inv	\$ 308.85	17036	2/7/2023
JOHNSON LAW OFFICE	Board meetings,e-mail,	\$ 782.00	17037	2/7/2023
KYLE SIM	Final bill Reimb,	\$ 41.29	17038	2/7/2023
LINGO	LONG DISTANCE SERVICE	\$ 55.61	62	1/30/2023
Midcontinent testing lab. Inc	Water testing for 4th Quarter	\$ 785.00	17039	2/7/2023
Nelson's Oil & Gas Inc.	Propane-City well	\$ 398.86	17040	2/7/2023
PIONEER BANK & TRUST	Bank Charg for 2 signat.acct	\$ 25.00	64	1/31/2023
PIONEER BANK & TRUST	Mcafee annual fee	\$ 295.25	65	2/7/2023
Riteway business forms Inc.	Utility billing cards	\$ 204.41	17041	2/7/2023
RURAL DEVELOPMENT	RD1 auto loan-February int.&princ.	\$ 1,278.00	69	2/7/2023
RURAL DEVELOPMENT	RD2 February interest	\$ 417.00	70	2/7/2023
RURAL DEVELOPMENT	RD3 January interest	\$ 222.00	71	2/7/2023
SANDERS SANITATION	MONTHLY SANITATION SERV 01/23	\$ 3,873.87	67	2/7/2023
SOUTH DAKOTA 811	Message fees 10-12 2022	\$ 53.76	17043	2/7/2023
Temperature technology Inc.	Troubleshoot,water pumps	\$ 238.00	17044	2/7/2023
US BANK	SRF February Interest&principal	\$ 1,493.23	68	2/7/2023
US BANK	N Sewer TIF Feb. Interest&Principal	\$ 3,820.55	63	1/17/2023
Vanda Belt	Cleaning supplies	\$ 8.30	17045	2/7/2023
Wiles Real Estate LLC	Reimb. Permit 2023-01	\$ 100.00	17046	2/7/2023
YESCO Rapid City	Installed new LED fixtures	\$ 573.98	17047	2/7/2023
Accounts Payable Total		\$ 51,154.72		
HEALTH POOL OF SOUTH DAKOTA	FO&Admin Single health+life02/23	\$ 1,835.74	17035	2/7/2023
EFTPS-Electronic Federal Tax	FED/FICA TAX	\$ 827.31	61	1/30/2023
SOUTH DAKOTA RETIREMENT SYSTEM	SDRS	\$ 833.52	17028	1/30/2023
		\$ 3,496.57		
Payroll related				
Legislative		\$ 918.52		
Finance office		\$ 2,475.48		
Gen, Gov, buildings		\$ 93.50		
Total		\$ 3,487.50		
Total Claims				
***** REPORT TOTAL *****		\$ 58,138.79		

8 C.

From: Doerr, Kyle
Sent: Tuesday, January 31, 2023 3:40 PM
To: ACES
Cc: McFarling, Tina; dfinch@proacesinc.com; Monika Serviss; gjholsworth@midco.net; lmkw2018ins@gmail.com; mjohn26477@aol.com; 'Kent Hagg'; 'Arlette Wiege'; Larson, Abbey
Subject: RE: Town of Hermosa's Lagoon Expansion

Leah,

Thank you. We have received the Plans and Specifications via SharePoint.

Sincerely,

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

From: lberg@proacesinc.com <lberg@proacesinc.com>
Sent: Tuesday, January 31, 2023 4:15 PM
To: Doerr, Kyle <Kyle.Doerr@state.sd.us>
Cc: McFarling, Tina <Tina.McFarling@state.sd.us>; dfinch@proacesinc.com; 'Monika Serviss' <monika@hermosasd.com>; gjholsworth@midco.net; lmkw2018ins@gmail.com; mjohn26477@aol.com; 'Kent Hagg' <kenth@haggandhagg.com>; 'Arlette Wiege' <awiege@proacesinc.com>
Subject: RE: [EXT] Town of Hermosa's Lagoon Expansion
Importance: High

Hello Kyle,

We have uploaded the Project Manual with Plans, Design Narrative and Transmittal Form (also attached) to SharePoint.

Please verify receipt of documents.

Thank you for your assistance,
Leah M. Berg, P.E.
Civil Engineer / President



**HERMOSA PLANNING & ZONING BOARD
REGULAR MEETING
January 24, 2023 @ 6:00pm**



9 A.

ROLL CALL: Harris called the meeting to order at 6:00pm with the following members present; Harris, Waltman, Stockham, Irvine, Klaski and Liaison Holsworth. Pledge of Allegiance led by Harris.

CALL FOR CHANGES: Motion made; seconded to approve the agenda as presented. vote; all aye; motion carried.

CONSENT CALENDAR: Motion made; seconded to approve the January 10, 2023, meeting minutes; vote; all aye; motion carried.

OLD BUSINESS:

ADA Compliance Timeline for Hermosa Community Center – Discussion on previous timeline provided by owner of Hermosa Community Center consisted of a 5-year plan to attach a ramp to the front double doors and a plan to change the upstairs storage room that is next to the side entrance into a unisex, handicap accessible bathroom. Board reviewed the 5-year plan and agreed the timeline was unacceptable. Harris provided document for proposed timeline for board to review. Owner indicated the Smoke and Carbon Monoxide detectors have been installed to meet the January 1, 2022, deadline. Handicapped Parking Signs have been ordered and should arrive and be installed by next week. Board agreed on a 6-month timeline to get a temporary ramp installed by June 30, 2023. Motion made; seconded; vote; all aye; motion carried. Board agreed on deadline for the upstairs bathroom to be ADA compliant and completed by June 30, 2024. Motion made; seconded; vote; all aye; motion carried.

NEW BUSINESS:

Permit 2022-25 – Revised – Digging/ROW/Water/Sewer Connections-Parcels 009318 & 009319 –. Mr. Ferguson is only requesting water and sewer to two lots. Per current staff report from ACES the existing sewer with 4” pipe on Manning has been flagged for needing replacement since the 2018 televising completed by the town. Nominal size for a sanitary sewer main must now be 8” diameter for the main sewer line. Current 4” sewer line will not support 2 new homes. Manhole (MH60) was installed in 1988 and line needs to be upsized going west at least 100 ft. Ferguson agreed to provide site plan and staff report from South Dakota licensed Engineer for sewer line upgrade. Board agreed to approve, digging/grading/ROW and water line installation only. Motion made to approve Digging-Grading/ROW/ Water tap applications for (2) – 1 inch water lines with inspection per Hermosa Ordinance and Attorney’s interpretation regarding cost. Seconded; vote; all aye; motion carried.

Permit 2023-01 – Informational Permit – 24547 S. Hwy 79 – Temporary shed - Owner originally filled out a Floodplain Permit for this temporary shed and our Floodplain Engineer indicated the building will not be in the regulatory flood hazard zone and a Floodplain Development Permit is not required. The board discussed the lack of information regarding the business. Harris requested a Conditional Use Permit be submitted. The board looks forward to having more business in town but a decision was reached by the board to request Wiles Real Estate attend the next P&Z meeting, submit a Conditional Use Permit (for a temporary building with no utilities,) a Building Permit with a site plan, verifying setbacks, maximum number of vehicles on the premises, lot prep and approach to pavement. Motion made to convey request to Wiles Real Estate, seconded; vote; all aye; motion carried.

Motion made and seconded to request BOT appoint a temporary Floodplain Administrator while Claycomb is unavailable. To be reviewed in 6 months. vote; all aye; motion carried.

REVIEW BOT MINUTES:

January 17, 2023

ORDINANCE REVIEW & WORK ITEMS:

Fire Ordinance – To be discussed at next work session.

Emergency Management Ordinance - Pending

Solar (Panels) Ordinance - Pending

Review of 2018 Comprehensive Plan; Pending

TRUSTEE INPUT:

CITIZEN INPUT:

ADJOURN: Motion made, seconded to adjourn the meeting at 7:50 pm; Vote; all aye; motion carried.

Joan Harris, Planning & Zoning Board President

Jill Dybvig, Administrative Assistant

There may be a quorum of Board of Trustees present at Planning & Zoning Meetings

9 B.

ADA Compliance - Hermosa Community Center

The

Action	Timeline - 2023	Timeline - 2024
1. Handicapped Parking Signs, minimum of two spaces	Jan. 1, 2023	
2. Smoke Alarms upstairs & downstairs	Jan. 1, 2023	
3. Carbon Monoxide Detector, upstairs & downstairs	Jan. 1, 2023	
4. Accessibility Ramp for entrance upstairs	June 30, 2023	
5. Accessibility Ramp, lift, or other to go down stairs - OR		
*Ada Accessible restroom upstairs		*DEADLINE FOR ADA ACCESSIBLE RESTROOM UPSTAIRS – JUNE 30, 2024

The Town of Hermosa requires a Commercial Remodel Permit, along with any required documents asked for on permit or by P&Z, before items 4 & 5 are started.

As discussed at the Hermosa Planning & Zoning meeting of September, 17, 2022;

OLD BUSINESS:

Permit 2022-30 – Informational – Desa Lintz CPA Prof. LLC. – Conversation included a few items need to be addressed before occupying the downstairs office space. Motion made and seconded to approve FYI if items are completed before occupying space. 1. Provide in the front of building one handicapped accessible parking spot with sign. 2. Confirmation chair lift is in working order. 3. Confirm restroom doors in basement are wide enough to comply with ADA requirements. 4. Verify or install working smoke alarm in office. Vote; all aye; motion carried. An inspection utilizing the ADA checklist of the upstairs and outside will be completed by the town’s Building Inspector and provided at future P&Z meeting. Owners have agreed they will come up with a plan and timeline to complete items that are not up to ADA standards. Timeline to be reviewed annually.

Signed

Town of Hermosa

Signed

Hermosa Community Center

Town of Hermosa

9c.

PO Box 298 • 230 Main Street • Hermosa, SD 57744

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

Email: town@hermosasd.com

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

IF YES – YOU NEED A FLOODPLAIN DEVELOPMENT PERMIT

DIGGING/GRADING PERMIT

DATE 8-3-22

PERMIT # 2022-25

Receipt # _____	Cash _____	Check # <u>10799</u>	Amount <u>50</u> (\$50.00) up to 100CY
			\$20.00 each additional 100 CY

Name Chuck Ferguson
 Lot Address See attached map - lots are X'd on map
 Mailing Address P.O. Box 2057 Hermosa Email _____
 Legal Description See attached map
 Telephone # 605-390-0045 Cellphone # 605-390-0045
 Contractor SELF Phone# _____

Contractors must all be registered with the Town of Hermosa

All provisions of the Laws and Ordinances of the Town of Hermosa and the State of South Dakota governing the type of work being done and will be complied with, whether specified herein or not.

The granting of a permit does not presume to give authority to violate, cancel, or set aside any of the provisions of the building code, zoning ordinances, or any other local law or ordinance regulating construction or the performance of construction in the Town of Hermosa.

Sketch and/or describe work: (use separate sheet, or attach grading plan)

Will grading operation be located in the floodplain? Yes _____ No
 If yes, have ordinance requirements been met? Yes _____ No
 Will drainage patterns be altered? Yes _____ No
 Will grading operation take place in a geologically hazardous area? Yes _____ No
 If yes, have proper precautions been taken? Yes _____ No
 Quantity of Grading or Excavation: 260 Cubic Yards Area to be disturbed by proposed work: 1/2 acres
 Identify types of erosion control to be applied: N/A

Source/Destination of materials: Will be bringing in fill dirt in various places

Provide traffic control per Manual on Uniform Traffic Control Devices.

Hard route: Will be boring - will not be disrupting traffic. No hydrant will be installed. Two already there w/in 400 feet - one on 4th, 3rd (each)

Buildings constructed on fill will be required to have foundations designated by a professional engineer, per SDCL 36-18 and the current building codes adopted by the Town of Hermosa.

A stormwater discharge permit from the South Dakota DENR (605-773-3351) may be required if the work under this application or the overall plan of development will result in the disturbance of over 1 acre of land.

Stormwater permit application attached. _____ Yes _____ No N/A

This permit will expire one year from date of issuance.

The Finance Officer will be notified upon start of work and completion of work for inspection purposes (255-4291).

Relationship to Property: Owner Contractor _____ Owners Representative

I certify that I have read and understand and agree to all terms and conditions set forth herein this entire document. I specifically understand that by signing this document I am agreeing to be jointly and severally responsible, personally, and for any and all work done under this permit.

Signature

Date

PLANNING AND ZONING COMMISSION
 Approved Denied

NAME: _____
 TITLE: _____
 SIGNATURE: _____
 DATE: _____
 APPLICATION FEE: \$50.00 DATE PAID: _____

HERMOSA BOARD OF TRUSTEES
 Approved Denied

NAME: _____
 TITLE: _____
 SIGNATURE: _____
 DATE: _____
 DATE PERMIT ISSUED: _____

009318
009319

Parcel #
OFFICE USE ONLY

Town of Hermosa

PO Box 298 • 230 Main Street • Hermosa, SD 57744

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

Email: town@hermosasd.com

PERMIT TO WORK IN RIGHT OF WAY

DATE 8-3-2022

PERMIT # 2022-25

Receipt # _____ Cash _____ Check # 10799 Amount 25⁰⁰

NAME (STRUCTURE OWNER) Chuck Ferguson PHONE: 605-390-0045
CONTACT ADDRESS: P.O. Box 205
ADDRESS OF PROJECT/RELOCATION: ~~Whitney~~ Monning St. See attached
LEGAL DESCRIPTION: See attached parcel map

CONTRACTOR NAME: Chuck Ferguson PHONE: 605-390-0045
CONTACT NAME: "
ADDRESS: "

TYPE OF CONSTRUCTION: WOOD() BLOCK() METAL() POLE() MOBILE() MODULAR()

OTHER: WATER LINE : FILL DIET

TYPE OF USE: RESIDENTIAL() ACCESSORY() ADDITION() COMMERCIAL()

OTHER: _____

DESCRIPTION OF PROJECT: Water line from Monning St. to Whitney Water main in front of Parcel 9319 will be bored - south to provide domestic water to parcels:

CURRENT SITE Sewage disposal system? Yes Private Public No 9318, 9319.

INFORMATION Water supply system? Yes Private Public No 12

Utilities disconnected? Yes No N/A

ASBESTOS INFORMATION Asbestos Present Yes No

Asbestos Inspection Yes Date: _____ No

Inspector: _____ Phone: _____ Address: _____

Asbestos Abatement Yes Date: _____ No

Contractor: _____ Phone: _____ Address: _____

MOBILE HOME INFORMATION

IDENTIFYING INFORMATION: NAME ON TITLE: _____ SERIAL #: _____ YEAR: _____ SIZE: _____

X: _____ MANUFACTURER: _____ MODEL: _____

DECAL #: _____

DEMOLITION AND CLEAN UP TO BE COMPLETED ON OR BEFORE: _____

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

Signature of Applicant Chuck Ferguson Date _____

PLANNING AND ZONING COMMISSION
 Approved Denied
NAME: _____
TITLE: _____
SIGNATURE: _____
DATE: _____
APPLICATION FEE: \$25.00 DATE PAID: _____

HERMOSA BOARD OF TRUSTEES
 Approved Denied
NAME: _____
TITLE: _____
SIGNATURE: _____
DATE: _____
DATE PERMIT ISSUED: _____

009318
009319

Parcel #

OFFICE USE ONLY

Town of Hermosa

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

MUNICIPAL WATER CONNECTION APPLICATION

DATE 8-3-22

PERMIT # 2022-25

Receipt # _____	Cash _____	Check # <u>#10798</u>	Amount <u>50⁰⁰</u>	(\$50.00)
-----------------	------------	-----------------------	-------------------------------	-----------

Property Owner Chuck Ferguson
Daytime Phone 390-0045 Evening Phone _____
Mailing Address PO Box 205 HERMOSA S.D 57744
Email _____
Connection Address _____

Legal Description _____
Contractor FERGUSON Const

*ALL CONTRACTORS MUST OBTAIN A CONTRACTOR'S LICENSE FROM THE TOWN OF HERMOSA
Size of Tap 1" Commercial _____ Residential X

Size and type of pipe and other supplies ~~PVC~~ Black Coil 200 psi

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

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. A 48-hour notice must be given for this inspection. dual backflow preventor, water meter (obtained from Town Office), and ball valve must be installed prior to water supply being activated.

APPLICATION MUST BE APPROVED BY THE HERMOSA PLANNING AND ZONING COMMITTEE AND THE BOARD OF TRUSTEES PRIOR TO TAP BEING MADE.

Water Tap fees will apply.

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

Chuck Ferguson _____ Date 8-3-22
Signature of Applicant

009318
Parcel # 009318
OFFICE USE

PLANNING AND ZONING COMMISSION	HERMOSA BOARD OF TRUSTEES
<input type="checkbox"/> Approved <input type="checkbox"/> Denied	<input type="checkbox"/> Approved <input type="checkbox"/> Denied
NAME: _____	NAME: _____
TITLE: _____	TITLE: _____
SIGNATURE: _____	SIGNATURE: _____
DATE: _____	DATE: _____
APPLICATION FEE <u>\$50.00</u> BALANCE DUE: _____	DATE PERMIT ISSUED: _____

Town of Hermosa

PO Box 298 • 234 Main Street • Hermosa, SD 57744
Phone (605) 255-4291 • Fax (605) 255-4094
Email: town@hermosasd.com

MUNICIPAL WASTE WATER CONNECTION APPLICATION

DATE 1-9-2023

PERMIT # 2022.25

Receipt # _____	Cash _____	Check # <u>10858</u>	Amount <u>50⁰⁰</u>
Sewer Tap Application Fee \$50.00-Nonrefundable			
Residential Tap Fee - \$1000.00 <u>600⁰⁰</u>			
Commercial Tap Fee - \$2000.00			

Property Owner Chuck Ferguson

Daytime Phone 390-0045 Evening Phone _____

Mailing Address PO Box 205 HERMOSA SD 57744

Email _____

Connection Address _____

Legal Description _____

Contractor _____

*All Contractors must obtain Contractors license from Hermosa

Address _____ Phone # 605-390-0045

X Size of Tap 4" Commercial _____ Residential X

Size and type of pipe and other supplies 4"

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

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. A 48-hour notice must be given for this inspection.

APPLICATION MUST BE APPROVED BY THE HERMOSA PLANNING AND ZONING COMMITTEE AND THE BOARD OF TRUSTEES PRIOR TO TAP BEING MADE.

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

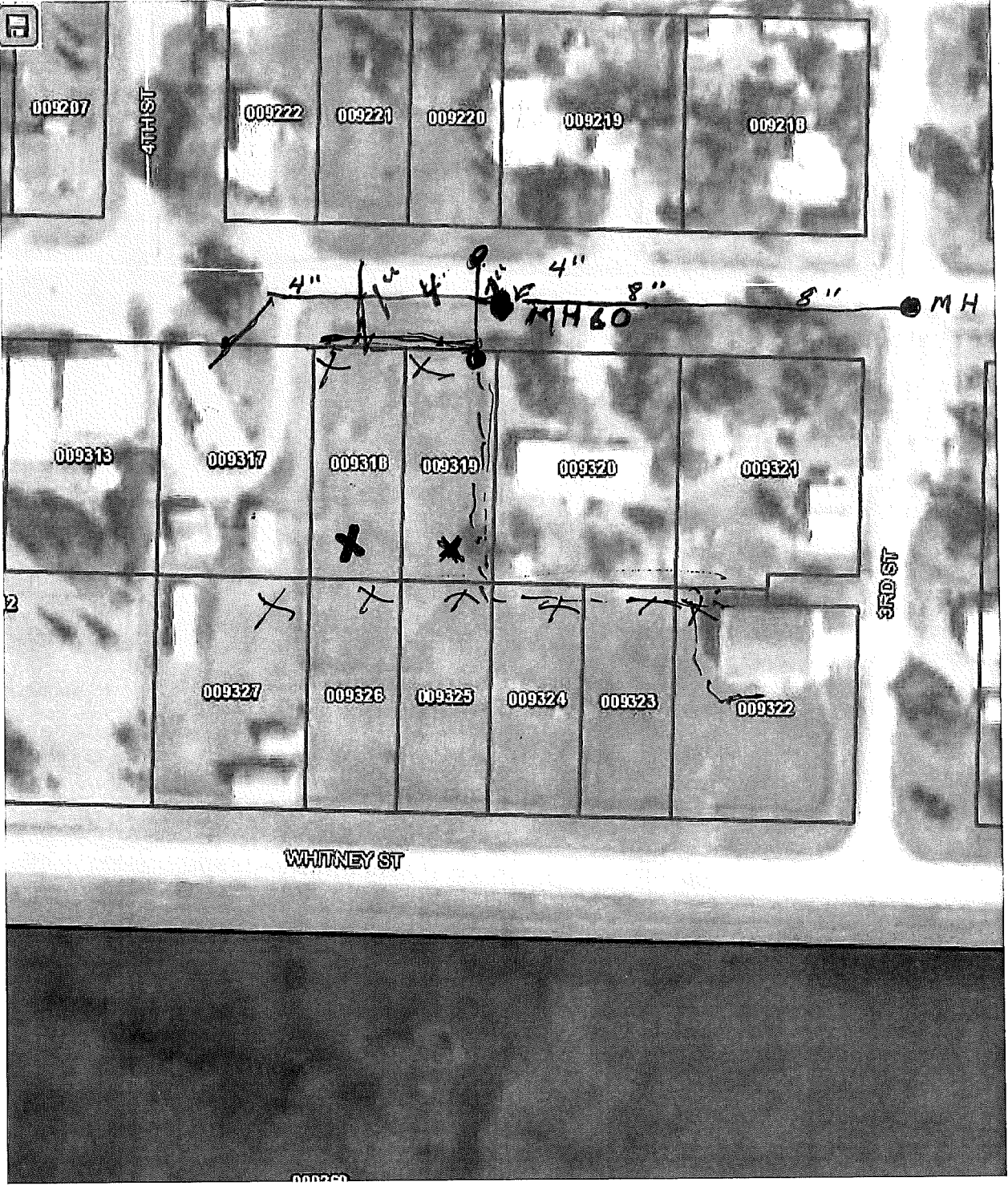
Chuck Ferguson
Signature of Applicant

1-9-23
Date

PLANNING AND ZONING COMMISSION	
<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
NAME: _____	
TITLE: _____	
SIGNATURE: _____	
DATE: _____	
APPLICATION FEE <u>\$50.00</u>	BALANCE DUE: _____

HERMOSA BOARD OF TRUSTEES	
<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
NAME: _____	
TITLE: _____	
SIGNATURE: _____	
DATE: _____	
DATE PERMIT ISSUED: _____	

Parcel # 009318
OFFICE USE ONLY



Parcel #009318

Town of Hermosa

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

MUNICIPAL WATER CONNECTION APPLICATION

DATE 1-11-23

PERMIT # 2022-25

Receipt # _____	Cash _____	Check # <u>X</u> _____	Amount _____ (\$50.00)
-----------------	------------	------------------------	------------------------

Property Owner Chuck Ferguson
Daytime Phone 605-390-0045 Evening Phone _____
Mailing Address PO Box 205 HERMOSA SD 57244
Email _____
Connection Address _____
Legal Description _____
Contractor FERGUSON CONST
*ALL CONTRACTORS MUST OBTAIN A CONTRACTOR'S LICENSE FROM THE TOWN OF HERMOSA
Size of Tap 1" Commercial _____ Residential X
Size and type of pipe and other supplies 1" Black Coil 200psi

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

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. A 48-hour notice must be given for this inspection. A dual backflow preventor, water meter (obtained from Town Office), and ball valve must be installed prior to water supply being activated.

APPLICATION MUST BE APPROVED BY THE HERMOSA PLANNING AND ZONING COMMITTEE AND THE BOARD OF TRUSTEES PRIOR TO TAP BEING MADE.

Water Tap fees will apply.

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

Chuck Ferguson _____ Date 1-11-23
Signature of Applicant

Parcel # 009319 OFFICE USE

<p>PLANNING AND ZONING COMMISSION</p> <p><input type="checkbox"/> Approved <input type="checkbox"/> Denied</p> <p>NAME: _____</p> <p>TITLE: _____</p> <p>SIGNATURE: _____</p> <p>DATE: _____</p> <p>APPLICATION FEE <u>\$50.00</u> BALANCE DUE: _____</p>	<p>HERMOSA BOARD OF TRUSTEES</p> <p><input type="checkbox"/> Approved <input type="checkbox"/> Denied</p> <p>NAME: _____</p> <p>TITLE: _____</p> <p>SIGNATURE: _____</p> <p>DATE: _____</p> <p>DATE PERMIT ISSUED: _____</p>
---	--

Town of Hermosa

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

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

Email: town@hermosasd.com

MUNICIPAL WASTE WATER CONNECTION APPLICATION

DATE 1-11-23

PERMIT # 2022-25

Receipt # _____	Cash _____	Check # _____	Amount _____
Sewer Tap Application Fee \$50.00 -Nonrefundable			
Residential Tap Fee - \$1000.00 600⁰⁰			
Commercial Tap Fee - \$2000.00			

Property Owner Chuck Ferguson

Daytime Phone 605-390-0045 Evening Phone _____

Mailing Address PO Box 205

Email _____

Connection Address _____

Legal Description _____

Contractor Ferguson Const

*All Contractors must obtain Contractors license from Hermosa

Address _____ Phone # _____

Size of Tap 4" Commercial _____ Residential X

Size and type of pipe and other supplies 4" PVC

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

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. A 48-hour notice must be given for this inspection.

APPLICATION MUST BE APPROVED BY THE HERMOSA PLANNING AND ZONING COMMITTEE AND THE BOARD OF TRUSTEES PRIOR TO TAP BEING MADE.

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

Signature of Applicant Chuck Ferguson

Date 1-11-23

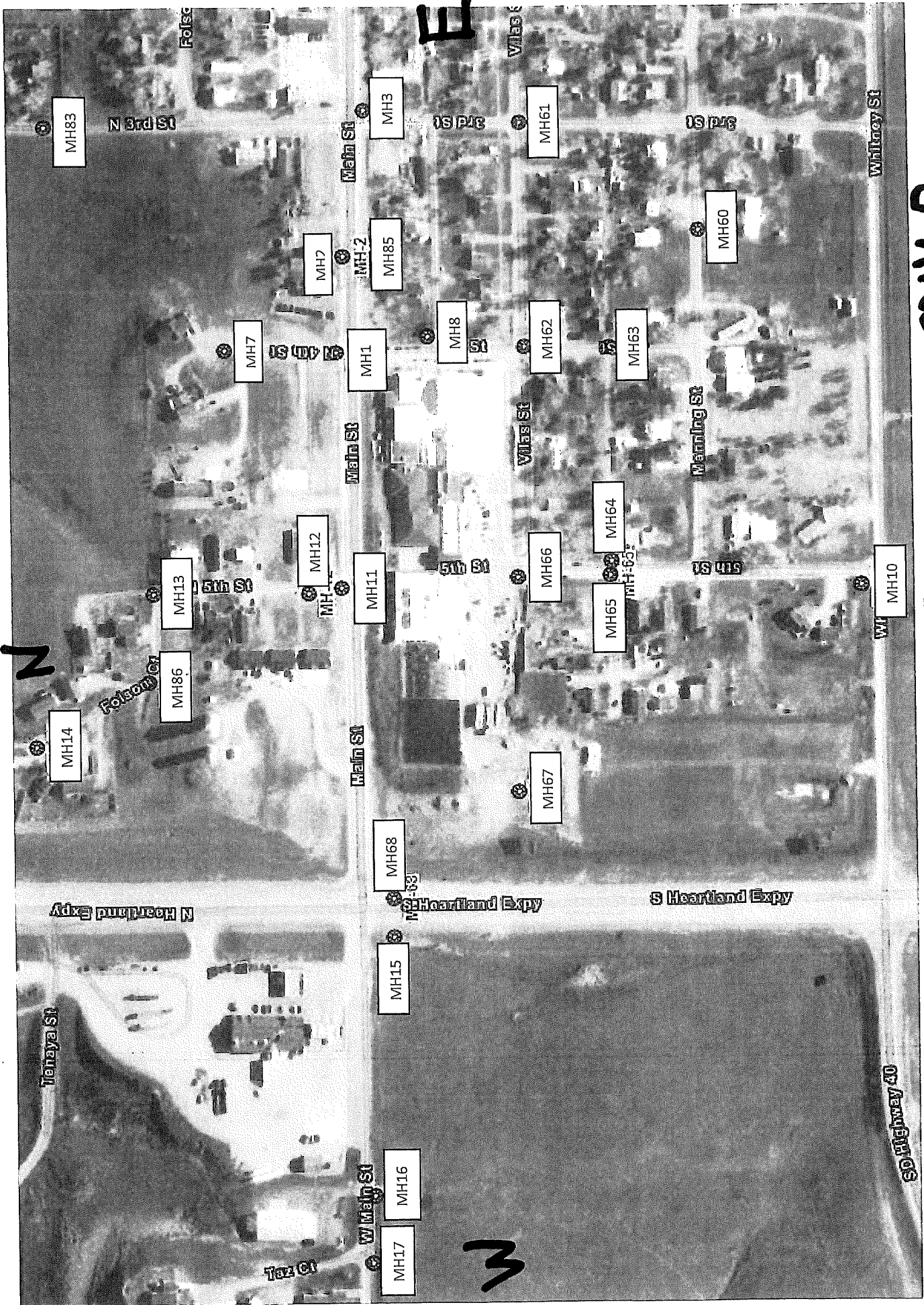
PLANNING AND ZONING COMMISSION	
<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
NAME: _____	
TITLE: _____	
SIGNATURE: _____	
DATE: _____	
APPLICATION FEE \$50.00	BALANCE DUE: _____

HERMOSA BOARD OF TRUSTEES	
<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
NAME: _____	
TITLE: _____	
SIGNATURE: _____	
DATE: _____	
DATE PERMIT ISSUED: _____	

Parcel # 009319
OFFICE USE ONLY



Parcel #009319



MH60

S

E

N

MH83

N 3rd St

Main St

MH3

19th St

MH61

19th St

Whitney St

MH2

MH-2

MH85

MH60

MH7

MH1

MH8

MH62

MH63

Main St

Vilas St

Manning St

MH13

MH12

MH11

MH66

MH65

MH64

MH10

MH14

Folsom St

MH86

Main St

MH67

N Heartland Expy

MH68

N Heartland Expy

S Heartland Expy

Tienaya St

MH15

W Main St

MH16

MH17

Taz St

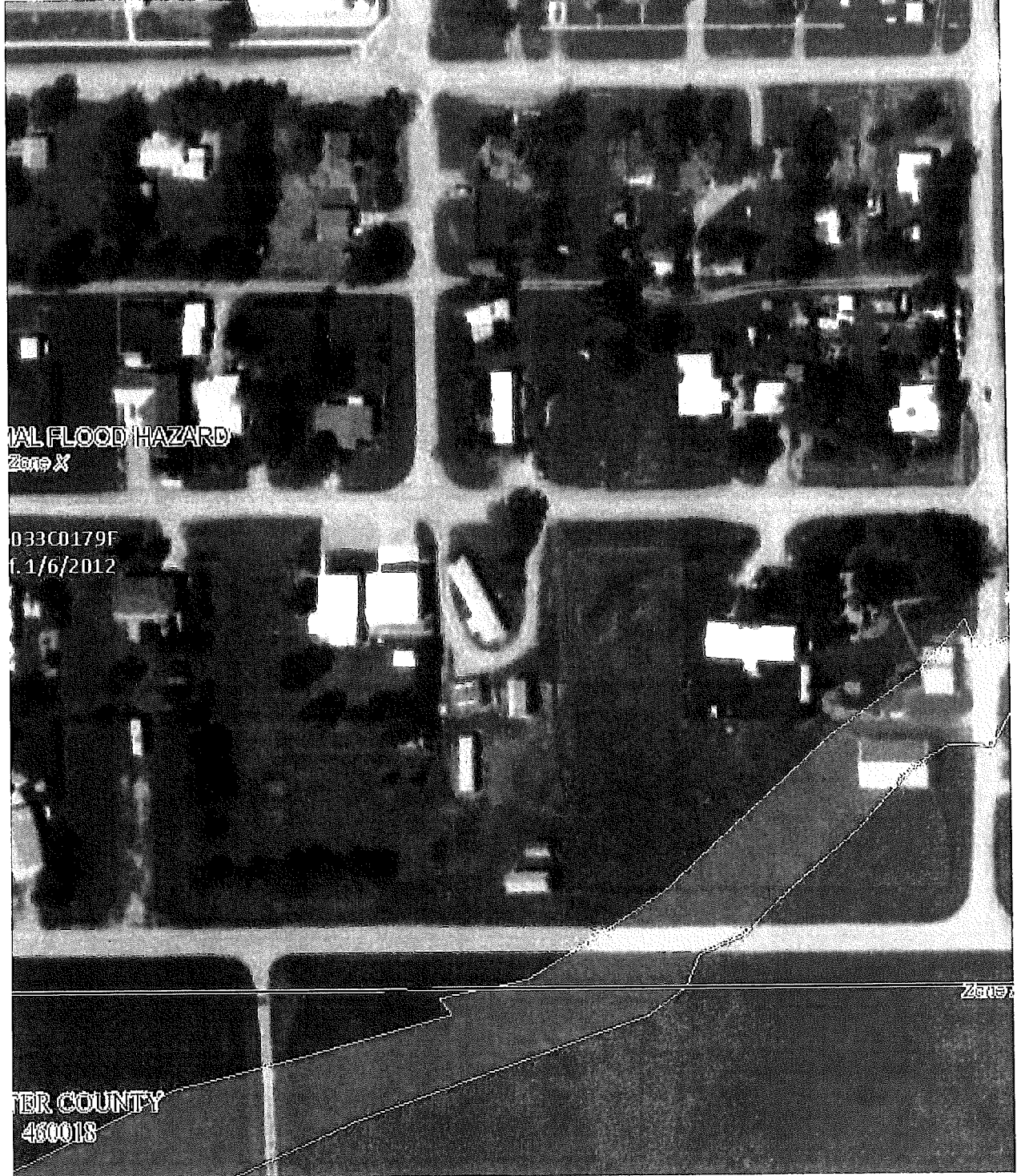
SD Highway 40

AL FLOOD HAZARD
Zone X

033C0179F
f. 1/6/2012

Zone

TER COUNTY
460018



STAFF REPORT-REVISED

MUNICIPALITY: Town of Hermosa, 230 Main Street, Hermosa, SD 57744
PROJECT: Ferguson Construction-Contractor
LOT 2 & LOT 3, OUTLOT J, Manning Street
Hermosa, SD
DATE: January 19, 2023
PERMIT NUMBER: **2022-25**
REPORTED BY: Leah M. Berg, P.E.

ITEMS:

Conditions:

The site is located on the lots along the south side of Manning Street between 3rd Street & 4th Street. Work will consist within the following locations:

- Platted Lot(s): 3 & 4 of Outlot J within Section 32, T2S, R8E, B.H.M. Hermosa, Custer County, South Dakota
- BEACON Parcels: 009318 & 009319

The applicant has submitted the following documents:

Digging/Grading Permit

Permit to Work in the Right of Way

(2x) Municipal Water Connection Application(s)

(2x) Municipal Wastewater Connection Application(s)

Aerial Image from BEACON GIS depicting purposed route

Aerial Image from BEACON GIS depicting servicing MH # 60 for wastewater

Aerial Image from BEACON GIS depicting floodplain near this location

Prior Staff Report, dated 08-15-22, with inked purposed changes

Email explanation of Prior Staff Report, dated 08-15-22, with Jill Dybvig

ACES Invoice #467 for Prior Staff Report, dated 08-15-22

Floodplain:

Based on the flood map overlay from BEACON, these lot(s) ARE NOT locations within a flood plain.

Zoning: Zoning is Residential 1 District (R-1).

Water and Sewer service:

The proposed route shown on provided BEACON imagery for two (2) 1" water service lines. Additional proposed routes also shown on provided BEACON imagery for two (2) 4" wastewater service lines. These service line's intended uses are to provided domestic water to & sewer collection from to the parcels listed above in the Conditions section. Assumed standard residential use.

Details:

Route to current utility for tie-in will be from the Right of Way in front of 340 Manning St. Boring is to occur under Manning St. running south continuing the trench to the termination points. Access to the Town's utility will provide services to two (2) parcels to the south of the tie-in location.

Comments:

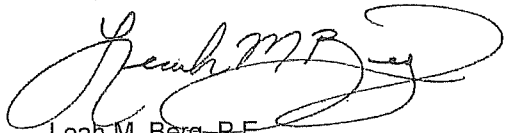
1. Current 4" wastewater main shows at least 4 service connections existing and adding two more connections to an already over capacity main is not recommended.
2. This section of sanitary sewer main has been flagged for needing replacement since the 2018 televising completed by the Town. This project scope was just discussed at the BOT meeting on January 17, 2023. The Town is not proceeding with design and replacement at this time, but has plans to improve this section in the future. There is no available project schedule.
3. Town of Hermosa Ordinance references construction or additions to the Town's utility lines are to adhere to the rules outlined by South Dakota Department of Agriculture and Natural Resources (SD DANR).
 - a. These design standards are set forth in conjunction with the Ten State Design Standards for Sanitary Sewer Systems. Nominal size for a sanitary sewer main must be at least 8" in diameter.
 - b. Service connection to any pipe main smaller, is not recommended.
 - c. Rapid City Design criteria adhere to the same design standards of a 8" diameter main for sanitary sewer use.
4. Connection Applications provided have a parcel listed for each connection the contractor is working within, however, all 4 applications are missing their legal descriptions.

Recommendations – Permit 2022-25:

Based on the application information, the permit does not comply with the Town of Hermosa's requirements. Recommendation is to not approve the permit as submitted due to the following:

1. The Town's sanitary sewer main at this location is deficient in size and needs replaced. No additional service connections are recommended prior to this section of main being replaced and improved to the minimum 8" diameter standard size.
 - a. Applicant can resubmit with plans that include the scope of improving the main within Manning St. to be able to add sewer services as requested.

Respectfully submitted,



Leah M. Berg, P.E.

LBerg@proacesinc.com

END OF STAFF REPORT

Copy: Town of Hermosa & G:\My Drive\Jobs\21-1144 Hermosa\21-1144c Permit Review\01-24-23 Meeting P&Z\2022-25_Ferguson

Jill Dybvig

From: dfinch@proacesinc.com
Sent: Friday, August 19, 2022 10:41 AM
To: Jill Dybvig
Cc: 'Leah Berg'
Subject: RE: Permit 2022-25

Good morning Jill,

The status of this design has state and local requirements and procedures/processes that Mr. Ferguson will need to follow. What the permit is purposing is an extension of the Town's public water distribution system through a 2" service line that will provide access to the Town's water main for up to seven or eight parcels.

This would be the same as a person subdividing 8 Lots in a subdivision and only having a 2" water main to supply them water, its just not done for many reasons.

This requires, by law, a design be formulated and stamped by a licensed engineer. This design, beyond sizing the main appropriately, will contain construction plans and specifications pertinent to the design (something similar to the plan set for Lone Coyote minus the sewer and road designs). These plans then must be submitted to the state, before construction begins, for approval.

The Town of Hermosa has an ordinance in place as well (154.22.B.4) stating: plans for any proposed water system (extensions included) should indicate points of connection(s) with existing municipal systems, valve locations, meter types and locations, pipe sizes and locations, and other important information that may at any time be request by the Town Engineer and/or Governing body. Most of this information is not indicated by the aerial imagery provided.

Lastly, state law 74:53:05:03 discusses written approval of plans and specifications are required by the DANR for features of sanitary significance for new materially altered public water supply. These plans need to be submitted as prescribed by chapter 74:53:04. I hope this explanation helps and if any other questions should arise, please let us know.

Thank you,

Daniel Finch
Civil E.I.T.



Affordably Creative Engineering Services, Inc
324 St. Joseph St, Suite 200
Rapid City, SD 57701
Fax 605-716-1144
Phone 605-716-4646
DFinch@proacesinc.com

From: Jill Dybvig <jill@hermosasd.com>
Sent: Friday, August 19, 2022 8:56 AM
To: dfinch@proacesinc.com
Subject: Permit 2022-25

9 D.

Jan. 24, 2023

To Whom it may Concern.

Town of Hermosa P+2

I Tanya Stockham Resign
from the Board.

I thank you for the time
I spent on the Board.

Thank you
Tanya Stockham

10 C. COPY

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

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

Relationship of the Parties

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

The Duties and Essential Job Functions:

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

Pump House:

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

Water Tower:

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

General Water Works:

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

Grounds Keeping:

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

Snow Removal:

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

Compensation for Contractor:

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

Sewer:

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

Lagoon:

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

Other Responsibilities:

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

Compensation for Contractor:

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

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

Equipment Rates:

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

Insurance and indemnification:

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

Terms of Agreement:

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

Administration:

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

Standards:

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

Controlling Agreement:

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

Dated this 5th day of January.

TOWN OF HERMOSA
BY: [Signature]
(TOWN BOARD PRESIDENT)

1-4-22
(DATE)

ITS: [Signature]
(CHUCK FERGUSON, CONTRACTOR)

1-4-22
(DATE)

ATTEST:
[Signature]

1-4-2022
(DATE)



EXHIBIT A

FERGUSON CONSTRUCTION

EQUIPMENT HOURLY RATES

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

**Includes Operator Fees

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

This Agreement is entered into this 7th day of January 2022 by and between the Township of Hermosa, South Dakota, hereinafter "Town" and Chuck Ferguson, hereinafter "Contractor," of Hermosa, South Dakota, for the performance of the Town's maintenance duties, monitor and oversee water maintenance, and other such things as specifically set forth herein.

Relationship of the Parties

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

The Duties and Essential Job Functions:

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

Sewer:

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

Lagoon:

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

Other Responsibilities:

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

Compensation for Contractor:

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

Equipment Rates:

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

Insurance and indemnification:

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

Terms of Agreement:

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

Administration:

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

Standards:

Contractor warrants and represents that all work performed subject to this Agreement shall be completed in a workmanlike manner and shall comply with industry standards where the same may be readily demonstrated 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 27th day of January, 2022.

TOWN OF HERMOSA
BY: [Signature]
(TOWN BOARD PRESIDENT)

1-4-22
(DATE)

ITS: _____
(CHUCK FERGUSON, CONTRACTOR)

(DATE)

ATTEST:

(Seal)

FINANCE OFFICER

(DATE)

EXHIBIT A

FERGUSON CONSTRUCTION

EQUIPMENT HOURLY RATES

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

**Includes Operator Fees

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

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

Relationship of the Parties

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

The Duties and Essential Job Functions:

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

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

Compensation for Contractor:

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

Insurance and indemnification:

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

Terms of Agreement:

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

Administration:

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

Standards:

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

Controlling Agreement:

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

Dated this 4th day of January, 2022.

TOWN OF HERMOSA

BY:

[Signature]
(TOWN BOARD PRESIDENT)

1-4-22
(DATE)

ITS:

[Signature]
(CHUCK FERGUSON, CONTRACTOR)

1-4-22
(DATE)



[Signature]
FINANCE OFFICER

1-4-2022
(DATE)

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

Town of Hermosa,

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

Lagoon:

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

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

Thank you,

10 D.



PO Box 51330 ~ Billings, MT 59105 ~ 406-252-5559 ~ www.pacemt.com

1/4/2023

RE: Sewer Maintenance

Dear Valued Customer,

We have attached a maintenance contract with our current rates; these rates are valid until December 31, 2023 (custom date contracts can be discussed at your request). We offer these *discounted rates* to municipalities in order to keep your investments running smoothly and it is highly suggested it be done on a yearly basis. Most municipalities have a rotating system where they section the town into 2 or more sections and then have us clean and/or televise one section each year; we are more than happy to help you come up with a maintenance plan tailored to fit your needs.

Please look over the attached maintenance contract and, if you accept the terms & would like to be added to the schedule, sign and date it at the bottom and return a copy to us. ***You are solely responsible for scheduling your maintenance; it will not be scheduled until we receive a signed and dated copy of the contract.*** Pace may reach out to schedule if we are planning a trip to your area.

Pace has added a new service: Trenchless Spot Repairs. Take care of infiltration problem areas, broken, or offset pipes for good with this no-dig solution. Costs are far below traditional open cut repairs, contact us today for pricing!

Please keep in mind that we need 25° F and rising for our trucks to operate properly, so we suggest scheduling your maintenance as soon as you can to insure timely service and availability. Please don't hesitate to contact us if you have any questions or concerns. For scheduling, please call Alex at 406-252-5559 or e-mail alex.h@paceinc.net.

Best regards,
Pace



INFRASTRUCTURE MAINTENANCE

SINCE 1986

www.pacemt.com

INFRASTRUCTURE SYSTEM SPECIALISTS

PACE has been serving Montana, North and South Dakota, Wyoming and surrounding areas since 1986. We continue to offer our clients state-of-the-art pipeline maintenance.

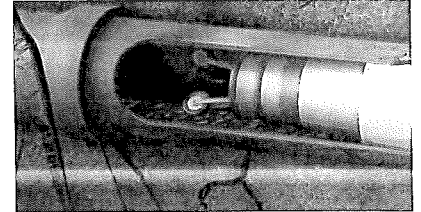
Our capabilities include (but are not limited to) the following:

CLEANING AND REPAIRING WASTEWATER SYSTEMS

- » Municipal maintenance
- » Cleaning sanitary sewer, culverts, storm drains, catch basins, car wash bays, French drains/boulder pits, protruding tap and calcium removal, etc.
- » Intake structure and lift station
- » Trenchless Spot Repairs
- » Grease Release© grease removal
- » Hydro-excavation utility locates
- » Lagoon dredging

WHAT IS A TRENCHLESS REPAIR

A trenchless spot repair is a quick, cost-effective method to repair offset joints, pipe separations, and pipe collapses. It is fast, quick, costs are low, and the system remains intact. It allows you to infiltrate and keep your system to come without having to remove materials. Contact Pace for additional information on this method.



WHAT IS

The purpose of the Pipeline Assessment and Certification Program (PACP©) is to provide nationwide evaluation of sewer pipe condition. PACP© provides a comprehensive and reliable data base that can be used in prioritizing pipe replacement. Our operators are re-

EVALUATION OF N WASTEWATER

- » Television inspection with remote control transport system
- » Color, pan and tilt capabilities
- » Logging of all services, definitive information
- » Recorded in DVD/flash drive
- » Full reports with photos
- » Free software version for evaluation





Municipal Maintenance Contract

O: (406)-252-5559
 C: (406)-200-5058
 E. alex.h@paceinc.net
 PO Box 51330 - Billings, MT 59105

Contract Submitted To: Town of Hermosa PO Box 298 Hermosa, SD 57744		Job Summary: Yearly Maintenance Job Location: Various Streets		Today's Date: January 4, 2023 Expiration Date: December 31, 2023	
Contact: Public Works Department		Wage Rate: Non-Prevailing Wage		YOU ARE RESPONSIBLE FOR SCHEDULING ANNUAL MAINTENANCE. PACE MUST HAVE A 30 DAY MINIMUM NOTICE FOR SCHEDULING.	
E-Mail: twnhrmsa@custercountysd.com		Phone: 605-255-4291			
Clean Sanitary & Storm Sewers: If lines are not cleaned after two (2) complete passes an hourly rate of \$425.00 will be added to footage price.	6" - 8"	\$1.40 / Lf	18"	\$1.75 / Lf	
	10"	\$1.50 / Lf	20"	\$1.90 / Lf	
	12"	\$1.55 / Lf	24"	\$2.00 / Lf	
	15"	\$1.65 / Lf	30" - 36"	\$2.15 / Lf	
Televise Sanitary & Storm Sewers: Includes report and cleaning videos.	6" - 10"	\$1.50 / Lf	18" - 24"	\$2.00 / Lf	
	12" - 15"	\$1.75 / Lf	30" - 36"	\$2.25 / Lf	
Clean & TV Sanitary & Storm Sewers: Includes two (2) cleaning passes & a cloud-based storage link to download videos and reports. Hard copy reports can be provided for an additional \$30.00	6" - 8"	\$2.65 / Lf	18"	\$3.50 / Lf	
	10"	\$2.75 / Lf	20"	\$3.65 / Lf	
	12"	\$3.00 / Lf	24"	\$3.75 / Lf	
	15"	\$3.25 / Lf	30" - 36"	\$3.95 / Lf	
Other Rates: Hourly rates have a two (2) hour minimum, with the exception of labor, safety meetings, and mobilization.	Clean Lift Stations/Catch Basins/Manholes	\$425.00 / Hr	Additional Labor (Ea)	\$120.00 / Hr	
	Root Cutting	\$425.00 / Hr	Safety Meetings/Training	\$120.00 / Hr	
	Vactor Truck Rate	\$425.00 / Hr	Equipment Standby (Ea)	\$300.00 / Hr	
	CCTV Required Reversals	\$120.00 / Ea	Vactor Truck Mob Rate	\$325.00 / Hr	
	TV Van Rate	\$375.00 / Hr	TV Van Mob Rate	\$275.00 / Hr	
	<i>Call the office for information and rates on root control, point repairs, tap cutting or sludge removal.</i>				

- *Mobilization is charged for all time required to travel to the site and return.
- *Ambient temps must be at least 25 degrees and rising in order for all cleaning and CCTV work - temps include windchill.
- *Cleaning price includes cleaning & removal of debris in sewer or storm mains & inside manholes. Branch lines or service lines not included.
- *CCTV includes cloud-based storage link with corresponding reports indicating location of all services & any deficiencies or pertinent information.
- *CCTV hard copy reports and flash-drive-stored videos can be provided at \$30.00 per copy upon request.
- *CCTV charged from MH to MH. PACP certified inspections at your request. Indicate prior to Pace's mobilization to the site.
- *Emergency response for cleaning and/or tv will result in additional charges including a set-up fee of \$650 / Vactor Truck & TV Van.
- *Owner must locate, uncover, and provide sufficient access to manholes prior to Pace's arrival. Owner must furnish utility maps/plan.
- *Owner must provide traffic control and bypass pumping/flow control, at no cost to Pace.
- *Owner to supply rust/sand free water and a dumpsite for the Vactor truck, at no cost to Pace.
- *Water fill station and dump site must be within a 15 minute drive from the project. Additional charges may apply for further distances.
- *If a cleaning nozzle, cutting head, camera, or any other cleaning/CCTV component gets stuck and has to be abandoned in place, the owner is responsible for costs associated with retrieving, fixing, and/or replacing the component.
- *Pace is not responsible for the integrity of pipes, tanks, access points, roadways, curbs, fill stations, dumpsites, or any other property during their scope of work. Any damage incurred, loss of service, or any other associated costs will not be corrected by or charged to Pace.

PAYMENT TO BE MADE: 30 DAYS NET	All material is guaranteed to be as specified. All work to be completed in a substantial workman-like manner according to the specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, & other necessary insurance.
ACCEPTANCE OF CONTRACT:	The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. I understand that we are responsible for scheduling maintenance yearly and that payments will be made as outlined above. This proposal may be withdrawn by Pace if not signed and returned within 30 days. Owner holds Pace harmless and waives its right of Subrogation. By signing below, I acknowledge and accept all terms of this contract.
Signature:	Date:

11 A.

Transaction No	Date	Mod	Emp1/Vend	Vendor/Employee Name	Other No	Checks	Deposits
1 PIONEER BANK & TRUST CHECKING						Beginning Statement Balance	752,105.16
149	12/30/2022	RM					80.00
151	12/31/2022	BK					213.52
156	1/03/2023	RM					3,613.18
157	1/04/2023	RM					903.69
158	1/06/2023	RM					1,294.05
159	1/09/2023	RM					2,314.86
160	1/10/2023	RM					484.10
161	1/05/2023	BK					610.73
162	1/08/2023	BK					1,419.60
163	1/11/2023	RM					1,513.82
164	1/12/2023	RM					1,049.80
165	1/15/2023	RM					1,141.74
166	1/15/2023	RM					.10
167	1/16/2023	RM					1,008.00
168	1/17/2023	RM					1,063.77
169	1/11/2023	BK					89.80
170	1/12/2023	BK					479.82
171	1/13/2023	BK					629.94
172	1/16/2023	BK					179.25
173	1/18/2023	BK					68.50
174	1/18/2023	RM					5,433.13
175	1/19/2023	RM					1,250.80
176	1/20/2023	RM					273.77
177	1/23/2023	RM					253.00
178	1/10/2023	BK					89.80
179	1/24/2023	RM					100.00
180	1/22/2023	RM					75.00
181	1/18/2023	BK					248.10
182	1/19/2023	BK					131.70
183	1/20/2023	BK					229.60
184	1/25/2023	BK					365.95
185	1/27/2023	GL					677.14
190	1/05/2023	BK					89.35
191	1/27/2023	GL					1,072.58
192	1/27/2023	GL					22,615.38
193	1/27/2023	GL					6,983.98
194	1/27/2023	GL					426.12
195	1/27/2023	RM					663.80
196	1/14/2023	BK					476.57
197	1/21/2023	BK					764.49
198	1/22/2023	BK					1,117.87
199	1/26/2023	BK					1,467.96
200	1/28/2023	BK					309.22
201	1/29/2023	BK					213.24
202	1/30/2023	BK					78.50
205	1/27/2023	BK					1,325.84
206	1/28/2023	RM					.80
207	1/04/2023	BK					130.00
208	1/04/2023	BK					157.80
209	1/31/2023	GL					25.41
210	1/17/2023	BK					179.60
212	1/04/2023	BK					84.80

Transaction No	Date	Mod	Emp1/Vend	Vendor/Employee Name	Other No	Checks	Deposits
1 PIONEER BANK & TRUST CHECKING					- continued -		
16981	12/30/2022	PR	1	VONDA BELT		114.05	
16982	12/30/2022	PR	2	GAIL L BODDICKER		1,476.11	
16983	12/30/2022	PR	2	GAIL L BODDICKER		2,216.99	
16984	12/30/2022	PR	3	JOAN E HARRIS		184.70	
16985	12/30/2022	PR	9	VICKI L HENRICHSEN		96.97	
16986	12/30/2022	PR	10	DANNY J HOLSWORTH		281.67	
16987	12/30/2022	PR	15	CHARLES IRVINE		110.82	
16988	12/30/2022	PR	16	BOBBIE KLASKI		83.11	
16989	12/30/2022	PR	4	LINDA M KRAMER		329.34	
16990	12/30/2022	PR	12	TERRI V SCHUMACK		138.52	
16991	12/30/2022	PR	5	MONIKA SERVISS		2,021.50	
16992	12/30/2022	PR	17	TANYA L STOCKHAM		138.52	
16993	12/30/2022	PR	6	JILL R SWIER-DYBVG		1,483.87	
16994	12/30/2022	PR	7	LON WALTMAN		138.52	
16995	12/30/2022	AP	3	SOUTH DAKOTA RETIREMENT SYSTEM		1,301.22	
16996	12/30/2022	AP	23	CHUCK FERGUSON		2,446.34	
16997	12/30/2022	AP	999999999	DANIEL & SALINDA TORRES	4	25.00	
16998	12/30/2022	AP	999999999	GARY&KATHY PILLEN	1	100.00	
16999	12/30/2022	AP	999999999	JOAN HARRIS	5	225.00	
17002*	12/30/2022	AP	51	SDARWS		150.00	
17003	1/10/2023	AP	53	CHUCK IRVINE		87.57	
17004	1/10/2023	AP	23	CHUCK FERGUSON		794.99	
17006*	1/13/2023	PR	5	MONIKA SERVISS		1,380.04	
17007	1/13/2023	PR	6	JILL R SWIER-DYBVG		1,056.96	
17008	1/17/2023	AP	18	ACES Engineering INC		215.00	
17009	1/17/2023	AP	54	CUSTER COUNTY SHERIFF		15,333.34	
17010	1/17/2023	AP	20	DSG-DAKOTA SUPPLY GROUP		282.70	
17011	1/17/2023	AP	33	GOLDEN WEST TECHNOLOGIES		563.50	
17012	1/17/2023	AP	34	GWORKS		80.00	
17013	1/17/2023	AP	26	HEALTH POOL OF SOUTH DAKOTA		1,835.74	
17014	1/17/2023	AP	41	JOHNSON LAW OFFICE		671.50	
17015	1/17/2023	AP	4	ODP BUSINESS SOLUTIONS LLC		604.07	
17016	1/17/2023	AP	43	C.C. Chronicle/Western trader		137.22	
17017	1/17/2023	AP	999999999	NORTH CENTRAL INSURANCE	6	50.00	
17018	1/17/2023	AP	999999999	SECRETARY OF STATE	7	30.00	
17027*	1/30/2023	PR	6	JILL R SWIER-DYBVG		1,095.44	
17029*	1/30/2023	AP	23	CHUCK FERGUSON		2,600.01	
46*	12/30/2022	AP	1	EFTPS-Electronic Federal Tax		2,331.51	
49	1/13/2023	AP	1	EFTPS-Electronic Federal Tax		753.47	
50	1/10/2023	AP	37	SD MUNICIPAL LEAGUE		41.95	
51	1/06/2023	AP	15	SD DEPT OF REVENUE		582.12	
52	1/04/2023	AP	13	SANDERS SANITATION		3,940.95	
53	1/01/2023	AP	6	A & B BUSINESS EQUIPMENT INC		557.25	
54	1/17/2023	AP	17	PSN-Payment Service Network		132.85	
55	1/17/2023	AP	8	MT RUSHMORE TELEPHONE		242.78	
56	1/17/2023	AP	11	PIONEER BANK & TRUST		585.85	
57	1/17/2023	AP	21	DANR		50.25	
58	1/17/2023	AP	12	RURAL DEVELOPMENT		1,278.00	
59	1/17/2023	AP	12	RURAL DEVELOPMENT		417.00	
60	1/17/2023	AP	12	RURAL DEVELOPMENT		222.00	
61	1/30/2023	AP	1	EFTPS-Electronic Federal Tax		827.31	
62	1/30/2023	AP	7	LINGO		55.61	

Transaction No	Date	Mod	Emp1/Vend	Vendor/Employee Name	Other No	Checks	Deposits
1 PIONEER BANK & TRUST CHECKING					- continued -		
63	1/17/2023	AP	14	US BANK		3,820.54	
64	1/31/2023	AP	11	PIONEER BANK & TRUST		25.00	
				Fund Description			

				101 GENERAL		43,550.62	35,274.73
				211 BBB GROSS RECEIPTS TAX			1,249.05
				301 DEBT SERVICE		3,820.54	5,533.30
				602 WATER		5,171.48	14,512.30
				604 SEWER		3,202.13	8,556.83
				Fund Grand Total		55,744.77	65,126.21
						Ending Statement Balance	761,829.96

Transaction No	Date	Mod	Empl/Vend	Vendor/Employee Name	Other No	Checks	Deposits
1				PIONEER BANK & TRUST CHECKING			
						Beginning Statement Balance	752,105.16
				54 Credit Transactions		55,744.77	
				52 Debit Transactions			65,469.57
						Ending Statement Balance	761,829.96

OUTSTANDING TRANSACTION REGISTER
OPEN

MOD CODE	BANK NO	NAME	DATE	PERIOD	VEND/EMPL	OTHER NUMB	DEPOSITS	CHECKS AND WITHDRAWALS	RECONCILING	VOIDED	MANUAL
1 PIONEER BANK & TRUST CHECKING STATEMENT DATE:											
RM DEP	143	12/27/22	12/22	DEPOSIT			125.00				
RM DEP	203	1/31/23	01/23	DEPOSIT			1,100.80				
RM DEP	204	1/30/23	01/23	DEPOSIT			99.80				
RM DEP	211	2/01/23	02/23	DEPOSIT			1,889.62				
RM DEP	213	2/02/23	02/23	DEPOSIT			673.97				
RM DEP	214	2/02/23	02/23	DEPOSIT			.09				
BK CHK	16695	5/04/22	06/22	SOUTH DAKOTA MUNICIPAL LE				156.00			
BK CHK	16726	6/08/22	06/22	CHUCK IRVINE				10.00			
BK CHK	16875	10/08/22	10/22	DAVID ARLEDGE				125.00			
AP CHK	16956	12/06/22	12/22	BRIDGET SHORB				59.15			
AP CHK	17000	12/30/22	12/22	JOHN & CRYSTAL WILES		2		75.00			
AP CHK	17001	12/30/22	12/22	LEANN MAUDE		3		50.00			
PR CHK	17005	1/13/23	01/23	BODDICKER, GAIL				789.81			
PR CHK	17021	1/30/23	01/23	BELT, VONDA				93.50			
PR CHK	17022	1/30/23	01/23	HENRICHSEN, VIC				138.52			
PR CHK	17023	1/30/23	01/23	HOLSWORTH, DANN				253.96			
PR CHK	17024	1/30/23	01/23	KRAMER, LINDA M				318.25			
PR CHK	17025	1/30/23	01/23	SCHUMACK, TERRI				207.79			
PR CHK	17026	1/30/23	01/23	SERVISS, MONIKA				1,380.04			
AP CHK	17028	1/30/23	01/23	SOUTH DAKOTA RETIREMENT				833.52			
AP CHK	17030	2/07/23	02/23	ACES				22,890.90			
AP CHK	17031	2/07/23	02/23	DSG-DAKOTA SUPPLY GROUP				1,038.32			
AP CHK	17032	2/07/23	02/23	GOLDEN WEST TECHNOLOGIES				1,158.13			
AP CHK	17033	2/07/23	02/23	GWORKS				3,605.51			
AP CHK	17034	2/07/23	02/23	HAGG&HAGG LLP				2,124.00			
AP CHK	17035	2/07/23	02/23	HEALTH POOL OF SD				1,835.74			
AP CHK	17036	2/07/23	02/23	JOAN HARRIS		5		308.85			
AP CHK	17037	2/07/23	02/23	JOHNSON LAW OFFICE				782.00			
AP CHK	17038	2/07/23	02/23	KYLE SIM		8		41.29			
AP CHK	17039	2/07/23	02/23	MIDCONTINENT INC.				785.00			
AP CHK	17040	2/07/23	02/23	NELSON'S OIL&GAS				398.86			
AP CHK	17041	2/07/23	02/23	RITWAY BUSINESS FORMS				204.41			
AP CHK	17042	2/07/23	02/23	SHP HOLDINGS				115.10			
AP CHK	17043	2/07/23	02/23	SOUTH DAKOTA 811				53.76			
AP CHK	17044	2/07/23	02/23	TEM-TECH INC				238.00			
AP CHK	17045	2/07/23	02/23	VANDA BELT				8.30			
AP CHK	17046	2/07/23	02/23	WILES REAL ESTATE LLC				100.00			
AP CHK	17047	2/07/23	02/23	YESCO				573.98			
AP ETR	65	2/07/23	02/23	PIONEER BANK & TRUST				295.25			MANUAL
AP ETR	66	2/07/23	02/23	A & B BUSINESS EQUIPMENT				539.31			MANUAL
AP ETR	67	2/07/23	02/23	SANDERS SANITATION				3,873.87			MANUAL
AP ETR	68	2/07/23	02/23	US BANK				1,493.23			MANUAL
AP ETR	69	2/07/23	02/23	RURAL DEVELOPMENT				1,278.00			MANUAL
AP ETR	70	2/07/23	02/23	RURAL DEVELOPMENT				417.00			MANUAL
AP ETR	71	2/07/23	02/23	RURAL DEVELOPMENT				222.00			MANUAL
AP ETR	72	2/07/23	02/23	BLACK HILLS ELECTRIC				2,108.48			MANUAL
BANK TOTAL							3,889.28	50,979.83	.00		
DEPOSITS-CHECKS							47,090.55-				

BALANCE SHEET
CALENDAR 2/2023, FISCAL 2/2023

ACCOUNT NUMBER	ACCOUNT TITLE	PTD BALANCE	YTD BALANCE
101-00000-10100	CASH	35,946.65-	242,237.77
211-00000-10100	CASH	215.72-	62,937.03
301-00000-10100	CASH		106,834.14
602-00000-10100	CASH	6,327.68-	144,821.17
602-00000-10700	CASH - RESERVE		11,218.84
602-00000-10800	CASH - CUSTOMER DEP RSRV		8,770.90
602-00000-11500	UNDIST RCPTS UTILITY AR		5,407.42-
604-00000-10100	CASH	624.46-	138,856.91
604-00000-10700	CASH - RESERVE		313.83
	CASH TOTAL	43,114.51-	710,583.17
272-00000-10150	CASH - CONSTRUCTION		1,500.00
	CASH - CONSTRUCTION TOTAL	.00	1,500.00
101-00000-10300	PETTY CASH		232.98
	PETTY CASH TOTAL	.00	232.98
101-00000-10400	CASH INVESTED - SDFIT		41,356.48
602-00000-10400	CASH INVESTED - SDFIT		30,876.67
604-00000-10400	CASH INVESTED - SDFIT		67,119.04
	CASH INVESTED - SDFIT TOTAL	.00	139,352.19
101-00000-10500	CASH INVESTED-EDWARD JONE		19,143.65
	CASH INVESTED-EDWARD JONE TOTA	.00	19,143.65
	TOTAL CASH	43,114.51-	870,811.99

TREASURER'S REPORT
CALENDAR 2/2023, FISCAL 2/2023

FUND#	TITLE	LAST MONTH CASH BALANCE	REVENUES	EXPENSES	LIABILITY BALANCE	THIS MONTH CASH BALANCE
101	GENERAL	338,917.53	385.81	36,337.46	337,638.57	302,970.88
211	BBB GROSS RECEIPTS TAX	63,152.75		215.72	61,903.70	62,937.03
272	FEMA/CONSTRUCTION	1,500.00			1,500.00	1,500.00
301	DEBT SERVICE	106,834.14			105,121.38	106,834.14
602	WATER	196,607.84	1,775.59	8,061.98	185,978.91	190,280.16
604	SEWER	206,914.24	1,187.38	1,811.84	199,181.09	206,289.78
<hr/>						
	Report Total	913,926.50	3,348.78	46,427.00	891,323.65	870,811.99

REVENUE REPORT
CALENDAR 2/2023, FISCAL 2/2023

PCT OF FISCAL YTD 16.6%

ACCOUNT NUMBER	ACCOUNT TITLE	FISCAL ESTIMATE	PTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	GENERAL TOTAL	466,735.00	385.81	35,617.60	7.63	431,117.40
	BBB GROSS RECEIPTS TAX TOTAL	8,307.00	.00	1,249.05	15.04	7,057.95
	FEMA/CONSTRUCTION TOTAL	1,500.00	.00	.00	.00	1,500.00
	DEBT SERVICE TOTAL	82,641.00	.00	5,533.30	6.70	77,107.70
	WATER TOTAL	659,750.00	1,775.59	16,484.28	2.50	643,265.72
	SEWER TOTAL	128,220.00	1,187.38	10,848.14	8.46	117,371.86
	TOTAL REVENUE BY FUND	1,347,153.00	3,348.78	69,732.37	5.18	1,277,420.63

TOWN OF HERMOSA
 BUDGET REPORT
 CALENDAR 2/2023, FISCAL 2/2023

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	GENERAL TOTAL	466,735.00	36,337.46	70,317.93	15.07	396,417.07
	BBB GROSS RECEIPTS TAX TOTAL	8,307.00	215.72	215.72	2.60	8,091.28
	FEMA/CONSTRUCTION TOTAL	1,500.00	.00	.00	.00	1,500.00
	DEBT SERVICE TOTAL	16,810.00	.00	3,820.54	22.73	12,989.46
	WATER TOTAL	659,750.00	8,061.98	12,162.63	1.84	647,587.37
	SEWER TOTAL	128,220.00	1,811.84	3,727.21	2.91	124,492.79
	TOTAL EXPENSES BY FUND	1,281,322.00	46,427.00	90,244.03	7.04	1,191,077.97

From: Lisa Nold
Sent: Wednesday, February 1, 2023 2:43 PM
To: Lisa Nold
Cc: Sara Rankin
Subject: SDGFOA and SDGHRA Scholarships Available

SDGFOA Scholarships

The SD Governmental Finance Officers' Association awards scholarship funds annually.

An applicant may apply for one of the following Scholarship categories per year. The form for both scholarships can be found here.

FO School Scholarship Funds:

- Applicant must be from a second or third class municipality.
- A copy of applicant's City Councils' approval to attend FO School must be received with the application.
- The Scholarship fund allows for up to \$800.00 per year. These funds may be awarded to more than one applicant at the discretion of the Board.

Professional Development Class or College Course Scholarship Funds:

- Applicant must be from a second or third class municipality if city is paying expenses. A copy of the City Council's approval to attend the course must be received with the application.
- Applicant can be from any size municipality if applicant is paying the expenses.
- A copy of the course description or agenda that includes the cost, must be included with the application.
- The Scholarship fund allows for up to \$800 per year. These funds may be awarded to more than one applicant at the discretion of the Board. Reimbursement for expenses will be made upon receipt of documentation of course completion from award recipient.

All applications must be submitted no later than **April 1st** each year to be eligible. Applications will be reviewed and notification of award given prior to Finance Officers' School in June.

SDGHRA Scholarship

The SD Governmental Human Resource Association is awarding scholarships to attend HR School.

- Applicant must be a member of the South Dakota Governmental Human Resource Association or become one prior to scholarship award.
- Applicant must be from a second or third class municipality.
- Scholarship funds must be used to attend the annual SD Governmental Human Resource School.
- The Scholarship fund allows for up to \$600.00 per year. These funds may be awarded to more than one applicant at the discretion of the Board. The SDGHRA will reimburse the scholarship recipient for expenses related to registration, lodging and transportation. Recipient is responsible for keeping all receipts and submitting them to the SDML for reimbursement. All reimbursement costs are subject to the SDGHRA Board approval.
- A copy of applicant's City Councils' approval for the travel must be received with application.

- All applications must be submitted to the SDML, 208 Island Drive, Ft. Pierre, SD 57532 or faxed to 605-224-8655 no later than **April 1st** each year to be eligible. Applications will be reviewed and notification of award will be given prior to the HR School Registration Deadline.

Application for SDGHRA Scholarship can be found [here](#).

Please let me know if you have any question. Thank you.

Sara Rankin

Director of Research & Training

sara@sdmunicipalleague.org

605-224-8654

SOUTH DAKOTA MUNICIPAL LEAGUE

This E-mail (including any attachments) is covered by the Electronic Communications Privacy Act, 18 USC Sections 2510-2521, as confidential and may be legally privileged. If you are not the intended recipient, you are hereby notified that any retention, dissemination, distribution, or copying of this communication is strictly prohibited. Please reply to the sender that you received the message in error, then delete it. Thank you.

Lisa Nold

SOUTH DAKOTA MUNICIPAL LEAGUE

Office Manager

lisa@sdmunicipalleague.org

208 Island Drive, Ft. Pierre, SD 57532

Tel | 605.224.8654 or 800.658.3633 Fax | 605.224.8655

<http://www.sdmunicipalleague.org>

This E-mail (including any attachments) is covered by the Electronic Communications Privacy Act, 18 USC Sections 2510-2521, as confidential and may be legally privileged. If you are not the intended recipient, you are hereby notified that any retention, dissemination, distribution, or copying of this communication is strictly prohibited. Please reply to the sender that you received the message in error, then delete it. Thank you.

13 B.

From: Gail Boddicker
Sent: Wednesday, January 11, 2023 2:53 PM
To: Monika Serviss
Subject: FW: Traffic Control Device Grant Application

Sent from Mail for Windows

From: Lisa Nold
Sent: Wednesday, January 11, 2023 1:06 PM
To: Lisa Nold
Cc: Sara Rankin
Subject: Traffic Control Device Grant Application

The SD Municipal Streets Maintenance Association (SDMSMA) is offering a grant opportunity to reimburse municipalities for the purchase of Traffic Control Devices such as speed display units, traffic count units and other flashing warning signs for pedestrians or other uses. The SDMSMA will award up to four \$2,500 grants to applicants. Please complete the attached application and submit it to the SDML by April 1, 2023.

Please click [HERE](#) to Access Grant application

Thank you.

Lisa Nold

SOUTH DAKOTA MUNICIPAL LEAGUE

Office Manager
lisa@sdmunicipalleague.org

208 Island Drive, Ft. Pierre, SD 57532
Tel | 605.224.8654 or 800.658.3633 Fax | 605.224.8655
<http://www.sdmunicipalleague.org>

This E-mail (including any attachments) is covered by the Electronic Communications Privacy Act, 18 USC Sections 2510-2521, as confidential and may be legally privileged. If you are not the intended recipient, you are hereby notified that any retention, dissemination, distribution, or copying of this communication is strictly prohibited. Please reply to the sender that you received the message in error, then delete it. Thank you.

SOUTH DAKOTA MUNICIPAL STREET MAINTENANCE ASSOCIATION

— An Affiliate of the South Dakota Municipal League —

Traffic Control Device Grant Application

Name: _____

Title: _____

Email Address: _____

Mailing address: _____

Municipality: _____

Provide a description of what type of Traffic Control Device you are purchasing.

Provide an explanation for the need for the device in your community.

Estimate of Traffic Control Device expense:

\$ _____	Traffic Control Device
\$ _____	Other: _____
\$ _____	Total

Applicant must be a member of the South Dakota Municipal Street Maintenance Association.

SDMSMA will award up to four \$2,500 grants on an annual basis to help offset the cost of Traffic Control Devices. Funds requested for Traffic Control Devices such as speed display units, traffic count units and other flashing warning signs for pedestrians or other uses will be considered. **A letter of approval from your city council or a copy of the meeting minutes demonstrating approval of the purchase of the traffic control device must accompany this application.**

Funds will be paid to Grantees on a reimbursement basis. Grantees are responsible for submitting all receipts to the SDML for reimbursement. All reimbursement costs are subject to SDMSMA board approval.

Please submit the completed application to SDML, 208 Island Drive, Ft. Pierre, SD 57532 or fax to 605-224-8655 no later than **April 1, 2022** to be considered for the grant.

From: Paul Kenney
Sent: Thursday, February 2, 2023 9:23 AM
To: Monika Serviss
Subject: Radarsign

Hi Monika,

I have attached a couple of quotes with all the options for you to see. One of them is the solar sign, the other a battery powered sign. As a rule of thumb, solar is great if you are planning on leaving the sign in one spot because it is maintenance free. The battery powered sign is perfect if you are planning on moving the sign from spot to spot every few weeks. The battery sign is mobile, lightweight and takes a few minutes to set up.

1. Quote for TC 400 battery powered radar speed sign. Mobile, lightweight, attaches to a post or pole in a few minutes. I highlighted a number of options for you to see such as: strobes, extra brackets, extra batteries and Streetsmart, our data collection software. The sign comes with two rechargeable batteries. Those batteries last 2-3 weeks, depending on the volume of traffic. Most customers purchase a couple of extra batteries to have them charged and ready to swap out when moving the sign.
2. Quote for TC600 solar sign. Maintenance free, more of a permanent solution, comes with the message alerts SLOW DOWN/TOO FAST. I also highlighted some of the options: lock, strobes, different message alerts (SCHOOL ZONE) and Streetsmart.
3. Spec sheets on both signs and Streetsmart, which allows you to collect all the traffic data and process it into 35 charts and tables. Streetsmart is a one-time fee of \$275/sign.
4. Information on what sets Radarsign apart. Our signs are built to last. They are not made of plastic but rather a heavy-duty aluminum housing with a bullet-resistant bash plate to protect the internal components.
5. Below, are some video links to the signs. Let me know if you have any questions...happy to help.

Here is a link to a short video demonstrating our mobile TC-400 battery operated unit.
<http://www.radarsign.com/radar-speed-signs/tc-400-portable-radar-speed-sign/>

Here is a link with the Hall County Sheriff's Department (Gainesville Georgia) demonstrating our TC-400 as they are phasing out speed trailers
<http://www.radarsign.com/law-enforcement/>

Here is a link to a short video demonstrating our TC-600 sign. This sign is available in solar and AC powered.
<https://www.radarsign.com/radar-speed-signs/tc-600-full-matrix-radar-speed-sign/>



Quotation

Date: 2/2/2023

1220 Kennestone Circle
Suite 130
Marietta, GA 30066

PROPOSED BY:	
Name	Paul Kenney
Phone	(678) 965-4814 Ext. 116 M: (404) 403-9826
Email	pkenney@radarsign.com

Cloud Admin:
Phone:
Email:

PROPOSED TO / BILL TO:	SHIP TO:	Account
TC600 Solar		Address
		City, ST, Zip
		Phone
		Email
		Attention

P. O. NUMBER	TERMS				
LINE #	QTY	PART #	DESCRIPTION	PRICE EACH	TOTALS
1	1	TC-600S	Solar Power Radar Sign 13" Full Matrix Display: speeds readable at 600 feet 13" LED display - superbright amber with est. 100,000 hour life Two 12V 18 amp hour AGM batteries, provides up to 12 days backup operation K Band radar, meets FCC Part 15 rules, detection range up to 1200 feet "SLOW DOWN" & "TOO FAST" speeder alert messages, plus 3 levels of flashing speeds 3/8" thick Bashplate™ (provides the ultimate in vandal protection of sign) Standard timers allow up to 5 settings per day Possum Switch™ allows sign to go dark for 30 minutes if assaulted with force Wi-Fi wireless transmitter, communication range up to 300 feet, No internet required	\$3,695.00	\$3,695.00
2	1	AA063	Universal Pivot Pole Mount Bracket set (includes tilt feature) TC-600 only	Included	\$0.00
3	1	RS019	Standard faceplate, 28" x 33", 4" lettering: (White RS019, Fl. Yellow/Green RS020, Orange RS021, OR Yellow RS022) (Include AA062)	Included	\$0.00
4	1	AA041	60 watt solar panel, standard (Includes mounting bracket AA003)	Included	\$0.00
	0		Additional Options		
5	0	AA073	Optional Heavy Duty Lock for Universal Pivot Bracket (TC-600, 800, 1100)	\$30.00	\$0.00
6	0	AA061	Optional simulated camera flash & white strobe	\$90.00	\$0.00
7	0	AA064	Optional Red/Blue Strobe alert (TC-600 ONLY)	\$180.00	\$0.00
8	0	AA068	Optional Smiley face message	\$90.00	\$0.00
9	0	AA069	Optional Left/Right chevrons alert	\$90.00	\$0.00
10	0	AA070	Optional SHARP CURVE message alert	\$90.00	\$0.00
11	0	AA071	Message Alert: FINE \$xxx (Customer selects amount with order) - <i>Not Available With Cellular</i>	\$90.00	\$0.00
12	0	AA083	Optional SCHOOL ZONE message alert	\$90.00	\$0.00
13	0	AA067	Optional Date/Time Calendar Programmer: (Set operation by date for entire year)	\$90.00	\$0.00
14	0	AC026	SS pipe clamp set (2) fits to 2.5" to 4" OD (small round pole) Used for mounting sign, solar panel bracket or sign extender bracket (Qty 2 per package)	\$12.00	\$0.00
15	0	AC027	SS pipe clamp set fits 4" to 6" OD (medium size round pole) Used for mounting sign, solar panel bracket or sign extender bracket (Qty 2 per package)	\$14.00	\$0.00
16	0	AA048	Universal Bolt Mounting Kit - Used on square post or U-Channel post. Qty 2 per pack	\$4.00	\$0.00
17	0	EC091	Optional Relay Switch - triggers external devices, or external device triggers radar sign	\$90.00	\$0.00
18	0	SS002	Optional: StreetsSmart Data Collection Lifetime license (per sign) 35 charts, graphs, and tables included. Provides weekly, daily, hourly, and 1/2 hour data on # of vehicles, # of speeders, average speeds, peak speeds, 50th & 85th percentile & more. Extended 30 day charts included for trend analysis. No recurring fees. Required to access traffic data.	\$275.00	\$0.00
	0		Cellular/Cloud Connectivity		
19	0	RSMOI	Opt. Internal Cell Modem: Included ONLY when ordering Cloud Service RS-MODEM1	Included	\$0.00
20	0	RS-MODEMxx	Cloud Service for remote access and programming of radar speed sign and/or beacons. Also uploads traffic data every day. Recurring fee per device, per year. Available in 1 or 2 year agreements (XX = Please indicate number of years)	\$400.00	\$0.00
	0		Additional Solar Upgrade Panel Options		
21	0	RP005	Upgrade to 80 watt solar panel (add AA002 mounting bracket to quote)	\$100.00	\$0.00
22	0	AA094	Upgrade to 100 watt solar panel (add AA040 mounting bracket to quote)	\$140.00	\$0.00
23	0	RP008	Upgrade to 120 watt solar panel (add AA040 mounting bracket to quote)	\$275.00	\$0.00
24	0	AA040	Required Mounting bracket for 90 - 120 watt solar panels	\$100.00	\$0.00
25	0	AA002	Required Mounting bracket for 65 - 80 watt solar panels	\$100.00	\$0.00
26	1	RW002	Two year warranty (includes parts & labor and backup batteries)	Included	Included
27	0	SHP-LIFTGATE	Lift Gate (If Needed)	\$100.00	\$0.00
28	1	SHP-600	Ground Shipping for TC-600 Series	\$145.00	\$145.00

* Quote valid for 30 days. Pricing does not include any international taxes, fees, or duties.

Minimum re-stock fee: 15%.

TOTAL US\$ \$3,840.00

Sales Tax Rate: 7.750% \$297.60

Grand Total: \$4,137.60

TOTALS

US State sales tax must be collected unless you provide a sales tax exempt form.

Authorized Signature

Print Name/Title

Date

TC600 Solar (2)[8393].xslm



Certified Quality System
ISO 9001:2015
CF0047_v21.01



100% MUTCD Compliant
Radar Speed Signs



Proudly Engineered & Manufactured in the USA
CONFIDENTIAL

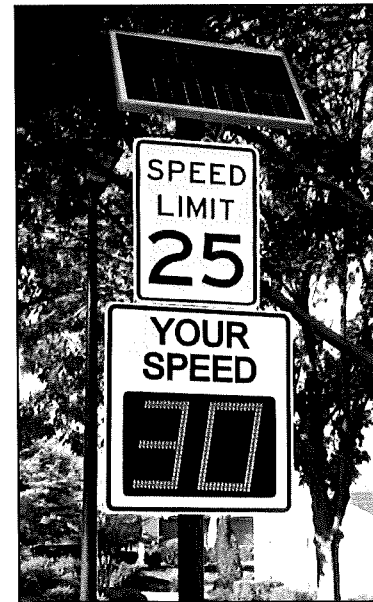
TC-600 Radar Speed Sign Specification Sheet

TC-600 Solar Power

- Operates 24/7 with solar power supply
- Power Supply: Two 12-volt, 18 amp/hour AGM batteries (UL recognized) | Provides up to 14 days of back-up operation on fully charged batteries
- Power consumption: < 2.0 amps (24w) at maximum display intensity
- Idle mode: < 1/2 watt
- Circuit breaker: Multi-circuit | 3 x 10 amp fuses
- Battery status: Check battery charge levels and solar amperage via Wi-Fi
- Low battery cut-off feature provides intelligent battery management
- Solar panel output: 50 watt standard
- Solar charger: Fully integrated charge controller with continuous monitoring and data logging of solar output/ battery charge status
- Charger and battery characteristics matched to operate within the sign's operating temperature range

TC-600 AC Power

- Operates 24/7 with AC power supply
- Power supply: Hard wire to 100V-240V power supply
- Power consumption: < 2.0 amp (24w) at maximum display intensity
- Idle mode: < 1/2 watt
- Circuit breaker: Multi-circuit, 10 amp fuse



LED Display

- 13" tall speed display numbers | 2 or 3 digit capable
- Speed digits easily readable up to 600 feet
- Ideal for roads with traffic speeds of 5-70 mph
- Super bright amber LEDs in full matrix design | Life up to 100,000 hours
- Laser cut flat black mask enhances visibility of LED display when illuminated | Ensures completely dark display when LEDs are off
- Display brightness fully automatic or user adjustable

Speed Violator Alerts

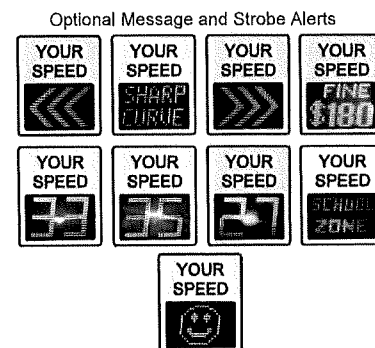
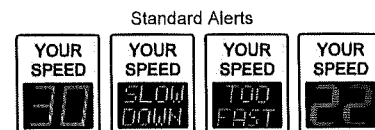
- Standard alerts: SPEED (3 flash rate options) | Enhanced font | SLOW DOWN | TOO FAST
- Speed display flash rates: MUTCD flash (approx. 55-60 fpm) | slow flash (approx. 90 fpm) | fast flash (approx. 140 fpm)
- *Optional* message alerts: SHARP CURVE | Right or left facing chevrons | SCHOOL ZONE | FINE \$\$\$ | Smiley face | Custom message alert upon request
- Display speed and word message alerts, alternately or individually, based on speed settings
- *Optional* strobe alerts - *Choice of one*: alternating red/blue strobe alert (police flash) or white strobe alert (can simulate a camera flash)

YOUR SPEED Faceplate

- 28"W x 33"H YOUR SPEED faceplate with 4" high lettering
- *Optional* oversized 30"W x 36"H YOUR SPEED faceplate available
- Manufactured with highest grade reflectivity backing
- Available in white | yellow | fluorescent yellow/green | safety orange

Radar

- Type: K Band, single direction Doppler radar | FCC part 15 compliant | No license required
- Sensor Range: Detects vehicles up to 1200 feet
- Beam Width: 12 degrees, +/- 2 degrees
- Operating Frequency: 24.125 GHz, +/- 50 MHz
- Accuracy: +/- 1.0 mph
- Speed Detection Range: 5-127 mph | 8-198 kph



Certified Quality System
ISO 9001:2015



MUTCD Compliant
Radar Speed Signs



Proudly Engineered &
Manufactured in the USA



Electronics

- All power inputs are fused and reverse polarity protected
- All circuit boards are conformally coated for extra protection
- Sign has automatic reset and watch-dog circuitry to return to normal operation without user intervention

Radar Speed Sign Housing

- Dimensions: 18.5"H x 26.25" W x 5.0"D
- Thickness: .1875" to .25" thick, heavy-duty aluminum
- IP65 compliant | NEMA 4 level compliant
- Humidity Maximum: 100% | Non-sealed and ventilated
- Provides maximum protection from the elements and vandalism
- Single-piece cast aluminum housing design | Seamless construction with no welding
- Stainless steel mounting hardware included for poles up to 4.5" OD

Weights & Operating Temperature

- TC-600 solar power radar speed sign: 67 lbs.
- TC-600 AC power radar speed sign: 42 lbs.
- Operating temperature: -40°F to +160°F

Standard Features on All Radarsign Brand Models

Bashplate™ with Integrated LED Reflector Cones

- Heavy duty aluminum shield over LED display to protect components from abuse or vandalism
- Directional beam technology, Radarsign's proprietary design, includes beveled cones around each LED, magnifying the intensity of the light and providing the highest quality viewable display with minimum energy usage

Polycarbonate Display Cover

- .25" thick protective sheet covers entire display area
- Abrasion, graffiti and shatter resistant | Provides UV protection

Wi-Fi Enabled

- Radar speed sign emits it's own Wi-Fi signal | No internet required | Manage sign with smart phone, tablet, or laptop
- Connection range up to 300 feet from sign
- Allows for quick and easy sign operation and data download from most web enabled devices
- Speed is 10x faster and has 10x the range of Bluetooth
- WPA2 encrypted security | Password protected
- OTA software updates (over-the-air) allow the wireless delivery of software updates and upgrades directly to the radar sign

Standard Programming

- Setup functions: Easy to follow digital menu | No mechanical switches to operate
- Daily timers: Allow 5 on/off timer settings per day (4 timers plus the standard setting), also by day of week | Settings allow for lower speed limits for school zone times
- Stealth mode: Display on/off feature allows traffic data collection to continue even when the display is off
- Possum Switch™: Feature allows the sign to "play dead" for 30 minutes if attacked with force
- Maximum speed cutoff: Feature prevents "racing" of sign at high speeds | Choice of flashing dashes or LED display cutoff

Warranty

- 2 year warranty on parts and labor, including batteries | *Exceptions:* Does not cover malicious abuse, theft, or damage due to unauthorized modification | *Optional* third year warranty extension available

Optional Scheduling and Data Reporting Features

Advanced Scheduler

Date driven program allows pre-programming multiple years and multiple schedules for your radar speed signs | Especially useful for school zone scheduling or in areas where events occur on a regular basis

Streetsmart Traffic Data Collection & Reporting Software

Lifetime license - One time charge - No recurring fees | *Licensed per sign* - Download, report, organize, and analyze speed and traffic data that is recorded by the radar speed sign | Generate 35 charts and graphs with Excel™ macro | Traffic Data Storage Capacity: Stores data on 5 million vehicles | Retains data for 12 months in sign before writing over oldest data first

Cloud Service

Cellular modem is cloud accessible from anywhere internet is available. Allows remote management of sign settings for entire network of signs | Uploads daily traffic statistics to Radarsign Cloud server (*requires the purchase of Streetsmart data license*) | Provides alerts if batteries run low, or connection is interrupted



Quotation

Date: 2/2/2023

1220 Kennestone Circle
Suite 130
Marietta, GA 30066

PROPOSED BY:	
Name	Paul Kenney
Phone	(678) 965-4814 Ext. 116 M: (404) 403-9826
Email	pkenney@radarsign.com

Cloud Admin:
Phone:
Email:

PROPOSED TO / BILL TO:		SHIP TO:	
TC400			Account
			Address
			City, ST, Zip
			Phone
			Email
			Attention

P. O. NUMBER		TERMS			
LINE #	QTY	PART #	DESCRIPTION	PRICE EACH	TOTALS
1	1	TC-400	Modular Battery Power Radar Sign - 11" Display 11" LED display area - superbright amber with est. 100,000 hour life RB034 Two 12V 20 amp hour Lithium Iron batteries, provides +/- 14 days operation AA080 AC battery charger (8-10 hours for full charge) K Band radar, meets FCC Part 15 rules, detection range up to 1200 feet Battery Housing (field accessible to swap batteries), holds 2 battery packs, lock included AA044 Universal GoBracket mount accepts bolting, banding or strapping to existing poles Bashplate (provides the ultimate in vandal protection of sign) Standard timers allow up to 5 settings per day Possum Switch' allows sign to go dark for 30 minutes if assaulted with force Wi-Fi wireless transmitter, communication range up to 300 feet, No internet required	\$2,995.00 Included	\$2,995.00 Included
2	1	RS010	RS010 24"w x 21"h YOUR SPEED faceplate with 3" lettering on one line, white reflective or (RS009 Yellow Fluorescent, RS040 Safety Orange)	Included	\$0.00
	0		Additional Options		
3	0	STROBES-400W	Optional White strobe / simulated camera flash alert (1 strobe max. per TC-400)	\$90.00	\$0.00
4	0	STROBES-400RB	Optional Red/Blue Strobe alert (1 strobe max. per TC-400)	\$90.00	\$0.00
5	0	AA044	Additional Universal Mount 'Go' Bracket	\$50.00	\$0.00
6	0	RB034	Additional 20 Amp/Hour battery (provides +/- 7 days of operation on a full charge) 1 year Warranty on batteries	\$300.00	\$0.00
7	0	AA080	Battery Charger, Lithium Iron Phosphate Batteries (TC-400) NEW	\$75.00	\$0.00
8	0	SS002	Optional: StreetSmart Data Collection Lifetime license (per sign) 35 charts, graphs, and tables included. Provides weekly, daily, hourly, and 1/2 hour data on # of vehicles, # of speeders, average speeds, peak speeds, 50th & 85th percentile & more. Extended 30 day charts included for trend analysis. No recurring fees. Required to access traffic data.	\$275.00	\$0.00
9	1	RW002	Two year warranty (includes parts & labor)	Included	Included
10	1	SHP-400	Ground Shipping for TC-400	\$90.00	\$90.00

Minimum re-stock fee: 15%.

* Quote valid for 30 days. Pricing does not include any international taxes, fees, or duties.

TOTAL US\$	\$3,085.00
Sales Tax Rate:	7.750%
Grand Total:	\$3,324.09

TOTALS

US State sales tax must be collected unless you provide a sales tax exempt form.

Authorized Signature

Print Name/Title

Date



Certified Quality System
ISO 9001:2015



100% MUTCD Compliant
Radar Speed Signs



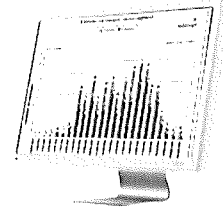
Proudly Engineered &
Manufactured In the USA



StreetSmart Traffic Data Collection and Reporting Software

Lifetime license - Licensed per sign | One time charge - No Recurring Fees

StreetSmart traffic data collection and reporting software allows you to report, organize and analyze the speed and traffic data gathered by the radar speed sign. Program supports MPH and KPH reporting. Generate 35 charts and graphs with Excel™ macro, or from the Radarsign Cloud system. *(Cloud not available with TC-400 model)*



Each model of our radar speed signs retains data for 12 months before writing over the oldest data first, allowing customers to go back in time for a specific day, week, or month of information.

StreetSmart Benefits:

- Allows the owner to monitor the traffic calming effectiveness of the radar sign on an ongoing basis
- Provides actual data as to how effective the radar sign is at reducing speeds, and lowering the percentage of drivers who speed
- Pinpoints specific speeding times during the day, providing law enforcement the best information about when to patrol
- Provides a baseline of the actual speeding problem when traffic speed data is collected with the LED display off (stealth mode) and compared with data captured with the LED display on

Computer Requirements:

- Windows 10 or newer Operating System (emulation/virtual mode not supported)
- Open USB slot (to transfer files, if not emailed)
- Microsoft Excel 2010 or newer (no other brand of spreadsheet supported)

Standard Reports Available *(Program supports MPH and KPH reports)*

Daily Reports

- Number of vehicles & number of violators: 15 minute segments (6 hour view) | 30 minute segments (12 hour view) | 60 minute segments (24 hour view)
- Percentage of speed violators: 15 minute segments (6 hour view) | 30 minute segments (12 hour view) | 60 minute segments (24 hour view)
- Average vehicle speeds: 30 minute segments (12 hour view) | 60 minute segments (24 hour view)
- Vehicle counts by speed bins (user selectable) based on average vehicle speeds
- Percentage of vehicles by speed bins (user selectable) based on average vehicle speeds
- Average vs. peak vehicle speeds, by speed bins (user selectable)
- School zone report: # vehicles | # speeders | average speeds | per 30 minute segments
- Speed summary based on percentages (includes % of vehicles speeding >5 mph | >10 mph | >15 mph over speed limit, based on average and peak speeds)
- Number of vehicles speeding >5 mph | >10 mph | >15 mph over speed limit, based on average and peak speeds

Weekly Summary Reports *(can be from 2 to 7 days of data)*

- Vehicle and speed violator counts
- Daily average speeds
- Daily average speeds vs. daily 85th percentile speeds
- Percentage of vehicles speeding each day
- Vehicle speed counts by speed bins (user selectable) based on peak vehicle speeds
- Vehicle speed counts by speed bins (user selectable) based on average vehicle speeds
- Percentage of vehicles by speed bins (user selectable) average and peak speed comparison

Extended Trend Charts *(up to 30 days of data per chart)*

- Number of vehicles and number of violators
- Daily speeds (average speeds and peak vehicle speeds)
- Daily average speeds
- Violator trends: > 5 mph | >10 mph | > 15 mph over speed limit (average and peak speeds)

Comparison Charts *(can compare from 2 to 7 days of data)*

- Daily average speeds
- Percentage change in average daily speeds (assumes one set of data collected in 'stealth' mode)
- Percentage of vehicles by speed bins (user selectable) based on peak vehicle speeds
- Percentage of vehicles by speed bins (user selectable) based on average vehicle speeds

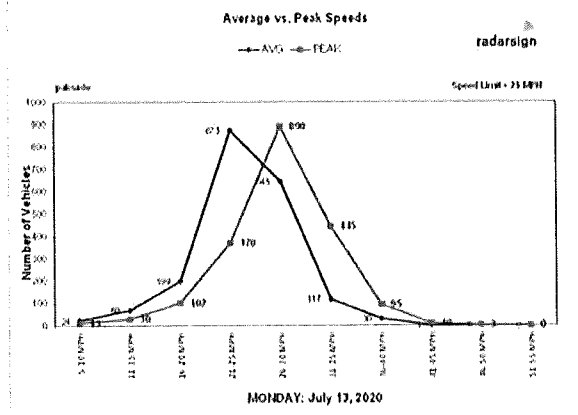
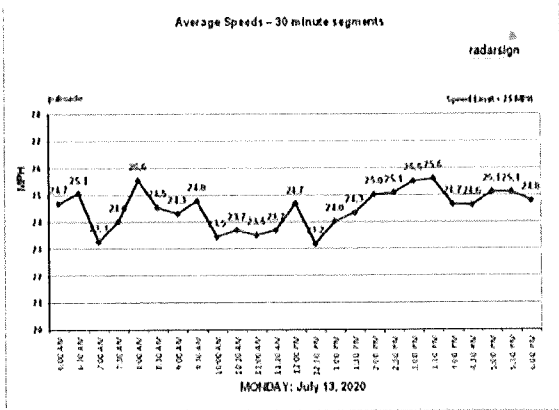
Sample MASTER DATA TABLE: Daily 1/2 (or 1/4) Hour Segments

Time	DAILY 1/2 HOUR SEGMENT RECORDS					SPEED BIN DATA			SUMMARY DATA	
	# Vehicl	# Violato	Peak MP	% Violat	AVG. MPH	MPH Bins	# Veh. AVG	Veh. PEAK	Daily Summary	Totals
12:00 AM	6	0	33	0.0%	16.8	5-10 MPH	67	38	Start Date	10/19/2013
12:30 AM	6	0	26	0.0%	17.8	11-15 MPH	172	110	Vehicle Count	1005
1:00 AM	2	0	27	0.0%	24.0	16-20 MPH	352	270	# Violations AVG	77
1:30 AM	0	0	0	0.0%	0.0	21-25 MPH	337	346	% Violations AVG	7.70%
2:00 AM	1	0	31	0.0%	24.0	26-30 MPH	61	190	# Violations PK	241
2:30 AM	10	0	28	0.0%	17.3	31-35 MPH	13	43	% Violations PK	24.00%
3:00 AM	2	0	22	0.0%	17.0	36-40 MPH	3	7	% Violators > 5 MPH AVG	1.60%
3:30 AM	1	0	25	0.0%	16.0	41-45 MPH	0	1	% Violators > 10 MPH AVG	0.30%
4:00 AM	0	0	0	0.0%	0.0	46-50 MPH	0	0	% Violators > 15 MPH AVG	0.00%
4:30 AM	1	0	22	0.0%	16.0	51-55 MPH	0	0	% Violators > 5 MPH PK	5.10%
5:00 AM	0	0	0	0.0%	0.0	56-60 MPH	0	0	% Violators > 10 MPH PK	0.80%
5:30 AM	0	0	0	0.0%	0.0	61+ MPH	0	0	% Violators > 15 MPH PK	0.10%
6:00 AM	4	0	25	0.0%	15.0				MPH Avg	19.1
6:30 AM	10	0	27	0.0%	18.4				Peak Speed	42
7:00 AM	15	2	36	13.3%	21.9				50th %tile	n/a
7:30 AM	19	2	37	10.5%	19.9				85th %tile	n/a
8:00 AM	24	7	34	29.2%	20.7				# Non-Speeders AVG	328
8:30 AM	17	2	31	11.8%	21.5				# Non-Speeders PK	764
9:00 AM	35	4	34	11.4%	18.9				# Speeders > 5 MPH AVG	16
9:30 AM	29	3	34	10.3%	19.0				# Speeders > 10 MPH AVG	3
10:00 AM	42	2	36	4.8%	19.1				# Speeders > 15 MPH AVG	0
10:30 AM	38	0	28	0.0%	18.8				# Speeders > 5 MPH PK	51
11:00 AM	36	1	32	2.8%	18.0				# Speeders > 10 MPH PK	8
11:30 AM	42	3	28	7.1%	18.9				# Speeders > 15 MPH PK	1
12:00 PM	29	3	34	10.3%	20.0				Calculated Speed Limit	25
12:30 PM	39	2	31	5.1%	18.3				Avg. Daily Totals (ADT)	144
1:00 PM	60	2	32	3.3%	16.7				Number of Days	7
1:30 PM	52	4	37	7.7%	18.8					

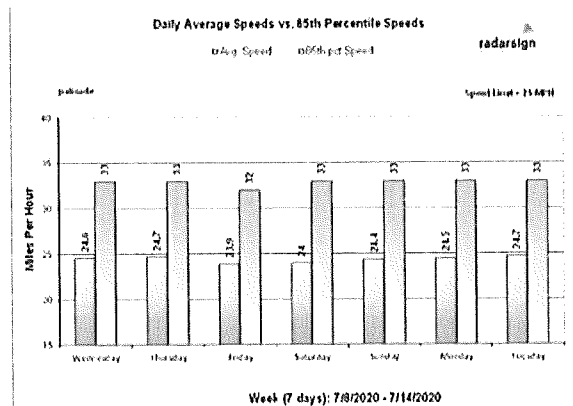
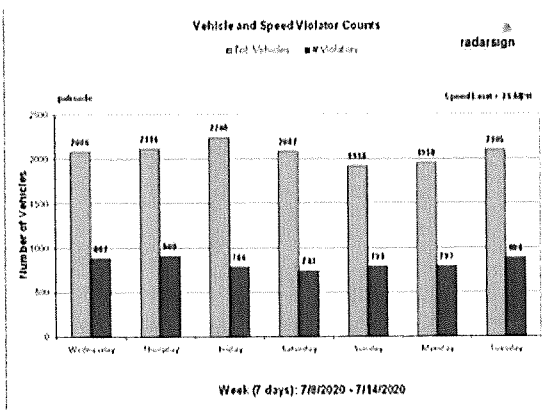
vehicles in speed bin based on AVERAGE speed of vehicle

vehicles in speed bin based on PEAK speed of vehicle

Sample Streetsmart DAILY DATA Reports



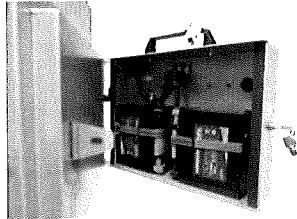
Sample Streetsmart WEEKLY DATA Reports



TC-400 Radar Speed Sign Specification Sheet

TC-400 Battery Power Model

The battery model has a modular design with a front radar speed sign housing and a rear battery housing that detach from each other so the sign can be easily moved and used in different locations.



Power

- Operates +/- 2 weeks on 2 fully charged batteries | 10 hour recharge period
- Power Supply: Dual 12-volt, 20 amp/hour, Lithium Iron Phosphate (LiFePO4) batteries with 3A charger
- Power Consumption: < 2.0 amps (20w) at max display intensity
- Idle mode: < 1/2 watt
- Batteries have internal short circuit, over current, under and over voltage protection
- Battery Status: Check battery charge levels via Wi-Fi

Electronics

- All power inputs are fused and reverse polarity protected
- All circuit boards are conformally coated for extra protection
- Sign has automatic reset and watch-dog circuitry to return to normal operation without user intervention

LED Display

- 11" tall speed display numbers | 2 digit capable
- Speed digits easily readable up to 400 feet
- Ideal for roads with traffic speeds of 5-55 mph
- Super bright amber LEDs | Life up to 100,000 hours
- Laser cut flat black mask enhances visibility of LED display when illuminated | Ensures completely dark display when LEDs are off
- Display brightness fully automatic or user adjustable

Speed Violator Alerts

- Standard alerts: SPEED (3 flash rate options)
- Speed display flash rates: MUTCD flash (approx. 55-60 fpm) | slow flash (approx. 90 fpm) | fast flash (approx. 140 fpm)
- *Optional* strobe alerts - *Choice of one*: alternating red/blue strobe alert (police flash) or white strobe alert (can simulate a camera flash)

YOUR SPEED Faceplate

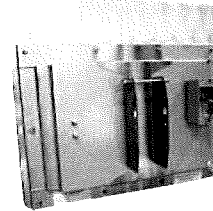
- 24"W x 21"H YOUR SPEED faceplate with 3" high lettering
- Manufactured with highest grade reflectivity backing
- Available in white | yellow | fluorescent yellow/green | safety orange

Radar

- Type: K Band, single direction Doppler radar | FCC part 15 compliant | No license required
- Sensor Range: Detects vehicles up to 1200 feet
- Beam Width: 12 degrees, +/- 2 degrees
- Operating Frequency: 24.125 GHz, +/- 50 MHz
- Accuracy: +/- 1.0 mph
- Speed Detection Range: 5-127 mph | 8-198 kph

TC-400 AC Power Model

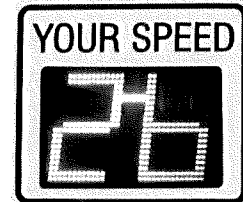
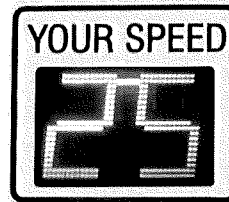
The AC model has a radar speed sign housing only and is wired for an AC power connection | For use in parking decks and indoor warehouse locations.



Power

- Operates 24/7 with AC power supply
- Power Supply: Hard wire to 100V-240V power supply
- Power Consumption: < 2.0 amps (20w) at maximum display intensity
- Idle mode: < 1/2 watt
- Circuit Breaker: Multi-circuit, 10 amp fuse

TC-400 with Speed and Strobe Alerts



Certified Quality System
ISO 9001:2015



MUTCD Compliant
Radar Speed Signs



Proudly Engineered &
Manufactured in the USA



Radar Speed Sign Housing

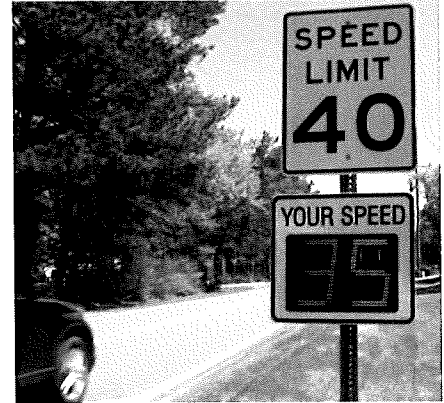
- Dimensions: 16.25"H x 22.75"W x 2.375"D
- Thickness: .185" thick aluminum, silver powder coat finish
- NEMA 3R level compliant
- Humidity Maximum: 100%

Battery Housing and Batteries (battery power model only)

- Dimensions: 12.5"H x 17"W x 3.625"D
- Thickness: .185" thick aluminum, silver powder coat finish
- Holds up to two field exchangeable 12-volt batteries
- Battery weight: 6 lbs. each

Mounting Bracket

- Battery power sign: Universal mounting bracket (12.75"H x 4.5"W x 2.9"D) | Allows strapping, banding, pipe clamps, or bolting to almost any size or style of pole | Sign installation takes less than one minute with pre-installed brackets | NO TOOLS required
- AC power sign: Stainless steel universal pivot mounting bracket | Allows 8 degree forward and back tilt | For use in mounting radar speed signs on any pole using bolts or banding



Weights & Operating Temperature

- TC-400 Battery power sign (modular design): Radar speed sign: 19 lbs. | Battery housing 10 lbs. | Battery 6 lbs. each; Total weight when all pieces installed: 41 lbs. (with 2 batteries)
- TC-400A Radar speed sign: 23 lbs.
- Operating temperature: -40°F to +160°F

Standard Features on All Radarsign Brand Models

Bashplate™ with Integrated LED Reflector Cones

- Heavy duty aluminum shield over LED display to protect components from abuse or vandalism
- Directional beam technology, Radarsign's proprietary design, includes beveled cones around each LED, magnifying the intensity of the light and providing the highest quality viewable display with minimum energy usage

Polycarbonate Display Cover

- .25" thick protective sheet covers entire display area
- Abrasion, graffiti and shatter resistant | Provides UV protection

Wi-Fi Enabled

- Radar speed sign emits it's own Wi-Fi signal | No internet required | Manage sign with smart phone, tablet, or laptop
- Connection range up to 300 feet from sign
- Allows for quick and easy sign operation and data download from most web enabled devices
- Speed is 10x faster and has 10x the range of Bluetooth
- WPA2 encrypted security | Password protected
- OTA software updates (over-the-air) allow the wireless delivery of software updates and upgrades directly to the radar sign

Standard Programming

- Setup functions: Easy to follow digital menu | No mechanical switches to operate
- Daily timers: Allow 5 on/off timer settings per day (4 timers plus the standard setting), also by day of week | Settings allow for lower speed limits for school zone times
- Stealth mode: Display on/off feature allows traffic data collection to continue even when the display is off
- Possum Switch™: Feature allows the sign to "play dead" for 30 minutes if attacked with force
- Maximum speed cutoff: Feature prevents "racing" of sign at high speeds | Choice of flashing dashes or LED display cutoff

Warranty

- 2 years on parts and labor, 1 year on batteries | *Exceptions:* Does not cover malicious abuse, theft, or damage due to unauthorized modification | *Optional* third year warranty extension available

Optional Scheduling and Data Reporting Features

Advanced Scheduler

Date driven program allows pre-programming multiple years and multiple schedules for your radar speed signs | Especially useful for school zone scheduling or in areas where events occur on a regular basis

Streetsmart Traffic Data Collection & Reporting Software

Lifetime license - One time charge - No recurring fees | *Licensed per sign* - Download, report, organize, and analyze speed and traffic data that is recorded by the radar speed sign | Generate 35 charts and graphs with Excel™ macro | Traffic Data Storage Capacity: Stores data on 5 million vehicles | Retains data for 12 months in sign before writing over oldest data first

From: Nate Hill
Sent: Thursday, February 2, 2023 10:20 AM
To: Monika Serviss
Subject: Traffic Logix

Monika,
Here is the quote for the two signs. I have also included the specs so you can see what the signs are capable of. This includes freight costs in the quote.
Please let me know if you have any questions.

Thank you
Nate Hill
Regional Sales Manager | West Coast USA and Canada



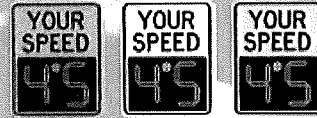
A Division of Logix ITS
Office: 866-915-6449 ext 225
Cell: (208)589-8489
nhill@trafficlogix.com



SafePace[®] Evolution 11

The Traffic Logix SafePace[®] Evolution 11 driver feedback sign is the solution that fits your budget.

This compact radar speed sign offers exceptional visibility and power efficiency in a lightweight and portable solution. Featuring the options you need at remarkably affordable pricing, the SafePace Evolution 11 driver feedback sign will help you keep your neighborhoods safe for years to come.



EV 11 Specifications

Digit Size	11"
Height	29"
Weight	20 lbs
24/7, 365 Scheduling	✓
Data Collection	✓
Solar Compatibility	✓
Battery Operated	✓
Universal Mounting	✓
Cloud Compatibility	✓
Trailer Compatibility	✓
Dolly Compatibility	✓
Hitch Compatibility	✓
Warranty	2 Years

Features

Energy Efficient: The sign can function up to 3 weeks autonomously with optional battery power depending on volume.

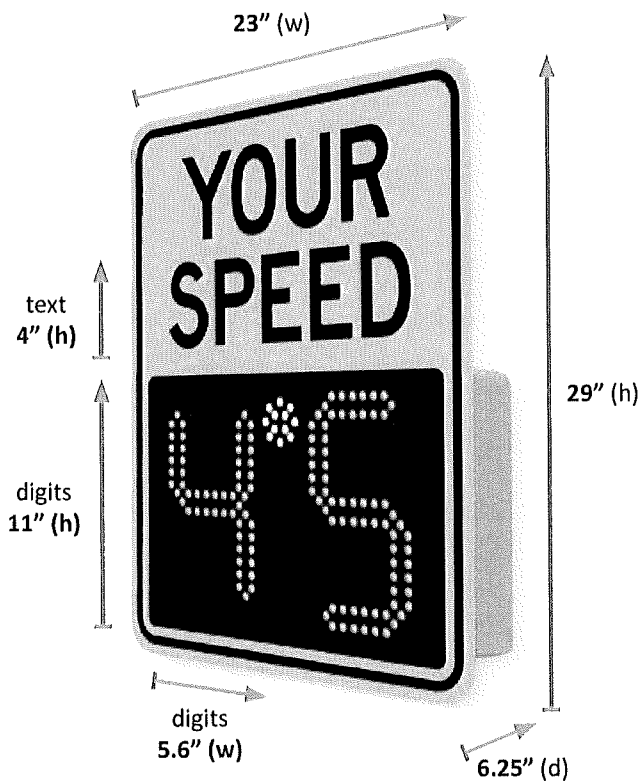
User-Friendly: Easy-to-use management software lets you set sign parameters quickly and easily while optional data collection allows you to download traffic data, and generate statistical reports.

Stealth Mode: Baseline traffic data collected while speed display appears blank to motorists.

Speed Violator Strobe: Programmable flashing strobe to alert speeding drivers comes standard with every sign.

Universal Mounting: Optional mounting brackets let you use one sign at multiple locations with the turn of a key.

Superior construction and durability for long-lasting performance.



Feature	Specifications
Dimensions	
Digits	11"(h) x 5.6"(w), 98 LEDs per digit
Unit with "YOUR SPEED" sign mounted	Full size sign: 29.0"(h) x 23.0"(w) x 5.625"(d)
Sign Weight (includes "YOUR SPEED" sign (2 lbs) mounted)	
AC Powered	20 lbs
Battery Powered Model	20 lbs (not including batteries)
Solar powered model	20 lbs (does not include batteries, solar panel or bracket)
General Specifications	
Operating Temperatures F (C):	-40° (-40°) to 185° (85°)
2-Digit Speed Display	Miles per hour (mph) 3-99. Kilometers per hour (km/h) 5-99.
Faceplate	High-Intensity prismatic reflective sheeting on "YOUR SPEED" signs with black colored text. MUTCD approved colors and format
Communications	Bluetooth, GSM/GPRS
Programming	SafePace® Pro management software SafePace® Cloud remote management 24/7 365 day unlimited programming and scheduling

Feature	Specifications
Power Options (Electrical Specifications)	
AC power input	100~240 V AC
DC power input	12 V DC
Solar panel options	20W or 50W solar panel
Radar	
Internal Radar:	Doppler (FCC approved)
Model	DF 600
Radar RF out	5 mW maximum
Radar f-center	24.125 GHz or 24.200 GHz
Pickup distance	Up to 400 feet
Beam angle	24° (vertical) x 12° (horizontal)
Beam polarization	Linear
CE Mark (Radar)	Yes
Display	
LEDs	208
Digits	196 LEDs: Color: Yellow (590 nm) Viewing angle at 50% IV: 30° Partial Flux (Brightness): 9000 – 22400 Ev,[lux]/LED
Speed Violator Strobes	Color: White (2700 K – 6500 K) Viewing angle at 50% IV: 150° Luminous Flux: typically 33lm @ 4000 K Luminous Efficacy: typically 176 lm/W @4000 K
Ambient light sensor	1 sensor and automatic brightness adjustment
Enclosure	
Construction	Vandal resistant, lightweight polymer. Matte black front for reduced glare and maximum contrast. Light gray body to minimize heat absorption
Weatherproof Rating	Weatherproof, NEMA 4X-12, IP65 level compliant. Non-sealed and ventilated
Warranty	
Sign	2 years
Batteries	1 year



Traffic Logix Corporation
 3 Harriett Lane
 Spring Valley, NY 10977 USA
 Tel: (866) 915-6449
 Fax: (844) 405-6449
www.trafficlogix.com

Quote Number QUO-27536-Y6C3Y5
 Created Date 2/2/2023
 Expiration Date 3/2/2023
 Prepared by Nate Hill

QUOTATION

Contact: Monika Serviss
 Phone: 6052554291
 Email: Monika@hermosasd.com

Town of Hermosa
 230 Main St.
 Town of Hermosa, South Dakota 57744
 United States

Shipping Address:
 230 Main St.
 Town of Hermosa, South Dakota 57744
 United States

Standard Features (Included) – Evolution Signs

- The Evolution radar feedback signs come with 1 year of unlimited SafePace Cloud access. SafePace Cloud is renewable annually with bundling and multi-year term discounts available.
- Sign powers down when no traffic present
- Programmable Speed Violator Flashing Strobe Light
- Ambient Light Sensor and Automatic Brightness adjustment
- Banding Mount Bracket
- Safe Pace Management Software
- Bluetooth

Special Notes

Quote Line Items – All Prices shown are in \$ US Dollar

Product	Product Code	Quantity	Sales Price	Total Price
Universal Bracket (Full Set)	SP1BK2	2.00000	\$199.00	\$398.00
EV 11" Digit - Solar - Incl. Strobe, BT, Data-modem+12 month network access to cloud-LA Bat Backup	EV11EYL-SOLLA	2.00000	\$2,599.00	\$5,198.00

Totals

Subtotal: \$5,596.00
 Freight: \$185.00
 Sales Tax (if applicable): If Applicable
Grand Total: \$5,781.00



Traffic Logix Corporation
 3 Harriett Lane
 Spring Valley, NY 10977 USA
 Tel: (866) 915-6449
 Fax: (844) 405-6449
www.trafficlogix.com

Quote Number QUO-27536-Y6C3Y5
 Created Date 2/2/2023
 Expiration Date 3/2/2023
 Prepared by Nate Hill

Terms: 1% - 10 days – Net 30

Payment: MC, VISA, AMEX. Credit card payments over \$10K will include an additional 2% fee.

Tax: IF TAX EXEMPT, Please Provide Tax Exempt Certificate with Order

Freight: Freight quotation is valid for a period of 21 days after it is issued. Beyond that, freight quotations will require confirmation or adjustment.

Changes/Returns: 30% for standard orders and 50% on custom orders

Delivery Requirements

Please Indicate the availability of the following as this determines the freight costs:

1. Do You have a Loading Dock? - Yes/No
2. Do you have a Fork Lift and Pallet Jack to unload? - Yes/No
3. Can access be gained by a 53 foot truck for delivery? - Yes/No
4. Is the delivery address a Construction site? - Yes/No
5. Is the delivery address a Military site? - Yes/No
6. If shipping to Military site, is a U.S. Driver required? - Yes/No

Quote Acceptance Information

Signature _____

Name _____

Title _____

Date _____

Thank you for choosing Traffic Logix. Please sign and return to:

nhill@trafficlogix.com
 Nate Hill
 Sales

Please complete to set up new account: <https://trafficlogix.com/business-application-form/>



TreeTop products

Speed Aware Radar Speed Signs

☆☆☆☆☆ [Write a review](#)

As low as

\$2,798.85 Quantity discounts available

SKU 3SC3485-WH

Quantity Discounts

Quantity	2
Price	\$2,698.85

Product Configuration

Select Color



Selected Color : White

Solar Panel Wattage

20 Watt Solar Panel

Display Height

9"



CH



Speed Aware Radar Speed Signs

☆☆☆☆☆ [Write a review](#)

As low as

\$3,198.85 Quantity discounts available

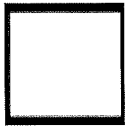
SKU 3SC3487-YG

Quantity Discounts

Quantity	2
Price	\$2,698.85

Product Configuration

Select Color



Selected Color : Yellow Green

Solar Panel Wattage

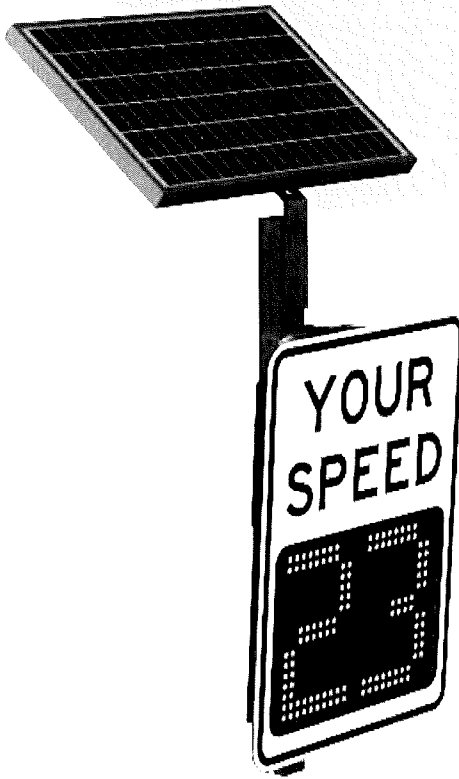
20 Watt Solar Panel



CHAT

Display Height

12" 



9" Speed Aware Radar Sign

An economical and simple solution to help increase driver speed awareness and road safety. The bright 9" characters can be seen from up to 450' away, and help increase driver speed awareness on neighborhood streets where so many small accidents occur every year. Designed for situations where drivers need to simply be alerted of their current speed.

Manufactured in the USA in an ISO 9001:2015 Certified Facility, meeting and exceeding industry standards and state testing requirements.

Features:

- IR remote for configuration and basic programming
- 100% MUTCD compliant
- Complete 20W or 60W Solar package included
- Integrated batteries provide for several days of normal operation on a single charge without the assistance of the solar panel
- K-band (24.15GHz) radar, range 450+ feet.
- 3 year limited warranty

Package Includes:

Speed Aware radar sign, mounting bracket, 20W or 60W solar package, installation and user manual, IR Remote

9" Speed Aware Radar Sign Spec Sheet

Feature	Specifications
LED and Radar Components	
Speed Display Height	9" digital display
Configuration	Seven-Segment Display
"YOUR SPEED" Legend	3" high highway gothic font (MUTCD compliant)
LED, 1/2 Cone Angle	Amber (590nm); 1/2 Angle 15°; Rated 100,000 hours; 20,000 CDA/ M^2, Auto Dimming employed
Amber LED on Axis Intensity	20,000 CDA/SQ meter
Sign Legibility	Viewable range: 750 feet, legible range: 450 feet
Speed Resolution and Range	Min 1 mph, Max 60 mph in 1 mph steps (min 8 kph, max 159 kph in 1.6 kph steps)
Radar Specification and Range	K-band (24.15GHz) direct sensing, license free (FCC part 15 compliant), average range at 450 feet (plus 400' or minus 100' depending on vehicle size)
Materials and Construction	
Chassis Size/Total Weight	18" width x 24" height x 1-7/8" depth, 20 pounds with bracket and battery
Front Face Sheeting	3M™ Diamond Grade™, high visibility prismatic, long life protective sheeting
Sign Face Color	White, fluorescent yellow-green, with additional colors optional
Sign Mounting Construction	1/8" thick aluminum brackets and face, standard 3% tilt bracket configuration, Flat mount brackets optional
Vandal Resistant Construction	Sealed electronics box (ECS) 1/16" thick aluminum enclosure attached to a 1/8" thick mounting plate. The ECS is removable from the chassis as a complete unit. 3/16" high impact polycarbonate face with high contrast mask, anti-glare graffiti and sunlight resistant Provisions for padlocking in place are provided Standard DOT powder coat green color with additional colors optional
Electronics Enclosure Rating	Weatherproof, NEMA 3R
Mounting	Quick detachable mount (lockable). Mount capable of being bolted or banded to a 2" Square pole, U-channel pole, 2 1/2" or larger round pole, or flat surface.
Regulatory Static Sign	Speed is 25 MPH at Base. Placards are 1,0,3,4 which allows for speeds of 05 - 45 MPH
Electrical Specifications	
Power Requirements	12VDC, low standby: average day at 8.5W, average night at 1.5W
Voltage Requirements	9V-30VDC, 12VDC Nominal (Battery protection at 11.5VDC and 10.8VDC, startup at 12.3VDC)
Solar Package	Comes complete with a 20 Watt Polycrystalline panel, rack, and integrated Solar Charger Integrated 20 AH NiMH battery pack
Power Options	Optional Upgrade to 60 Watt Solar Panel
Operating Temperature	Internal components: -34°C to +74°C/-29°F to +165°F Ambient environment: -34°C to +60°C/-29°F to 140°F
Programming Specifications	
Programmable Display Features	Min speed to display, over speed, and maximum speed to display Display type: actual speed, flashing digits, steady digits,
Schedules	Repeating daily: 2 events
Communications	Wireless Remote IR
Warranties	3 year limited warranty; Battery: 1 year limited warranty

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

NO

- ✓ PLASTIC OR PAPER BAGS
- ✓ APPLIANCES
- ✓ LIQUIDS OR CHEMICALS
- ✓ TIRES OR BATTERIES
- ✓ DRUMS OR CONTAINERS

PLACING UNAUTHORIZED MATERIALS IN THIS CONTAINER COULD RESULT IN A FINE UP TO **\$500.00**
(\$10.99 GENERAL PENALTY) **PLUS** ADMINISTRATIVE FEE OF **\$50.00.** IF CONTAMINATED YOU WILL
ALSO BE RESPONSIBLE FOR THE COST TO EMPTY THE DUMPSTER.

No commercial contractors - in red

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

TAKE PRIDE IN YOUR HOMETOWN

SMILE FOR THE CAMERA

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

NO

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

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

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

TAKE PRIDE IN YOUR HOMETOWN

SMILE FOR THE CAMERA!!

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

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



Rapid City, SD SummitSignsRC.com

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

LEASE AGREEMENT – 250 MAIN STREET

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

- I. **The Parties** – Lease agreement is between Lessor under the individual/entity (hereinafter known as the “Landlord”) known as The Town of Hermosa and the Lessee under the individual/entity (hereinafter referred to as the “Tenant”) known as Brad Westergard.
- II. **Premises** – The space/property being leased shall be described as: 250 Main Street; a portion of Parcel 9158, Lots 20-23 Blk 3, Town of Hermosa (Hereinafter referred to as the “Premises”).
- III. **Space Rented** – The space described equals: 1,368 Square Feet (SF)
- IV. **Term** – The term of the lease shall be one [1] year beginning on the 18 day of February, 2023 and ending on the 17 day of February, 2024.
- V. **Rent** – Rent shall be paid on the 1st of every month in the amount of six hundred fifty dollars (\$650.00).

Check One

- Rent shall increase _____ percent (_____ %) on an annual basis.
- Rent shall increase _____.
- Rent shall remain fixed for the term of the lease.

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

- SW Parking Space(s) All Parking Space(s)
- Restroom(s)
- Storage Area(s)
- Entrance(s) (Including Stairs & Elevators)
- Conference/Meeting Room(s)
- Trash Area(s)
- Kitchen(s)
- Other _____

- VII. **Renewals**

Check One

- Tenant shall have the option to renew the lease for 1 year(s) under the following conditions: _____.
- Tenant does not have the right to renew the lease.

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

IX. Condition Upon Move-In

Check One

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

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

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

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

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

No vehicle repairs or work will be done outside of the building. Up to two vehicles can be left unattended on premises on South West corner. One vehicle or a trailer can be left unattended for up to 24 hours.

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

Check One

Tenant

Landlord

Cost to be split equally between Landlord and Tenant

XII. Utilities and Other Expenses

Check Who Pays

Tenant Landlord - Air Conditioning (AC)

Tenant Landlord - Cable

Tenant Landlord - Electricity

Tenant Landlord - Gas

Tenant Landlord - Heat

Tenant Landlord - Internet

Tenant Landlord - Oil / Propane

Tenant Landlord - Water/Sewer

Tenant Landlord - Other: Snow Removal

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

Tenant Landlord - Other: _____

XIII. Landlord Representations - At the time of lease signing, the Premises shall be properly zoned for the Tenant's stated use as stated in Section XI and will be in compliance with all applicable

state and federal laws and regulations. The Premises shall not have been used for the storage or disposal of any toxic or hazardous substances, and the Landlord has received no notice from any governmental authority concerning removal of any toxic or hazardous substances from the property.

XIV. Landlord Responsibility

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

XV. Tenant Responsibility

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

XVI. Insurance

Landlord agrees to carry property coverage insurance for the Premises.

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

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

Check All That Apply

\$ _____ per occurrence

\$ _____ per year

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

XVII. Taxes

Check Who Pays

Tenant Landlord – **Real Property Taxes**

Tenant Landlord – **Personal Property Taxes**

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

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

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

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

XX. Default – If the Tenant defaults on the lease agreement for non-payment of rent or for any other reason, the Landlord agrees to give notice to the Tenant giving the Tenant the right to

cure the issue(s). If the Tenant does not cure the issue(s) within the amount of time stated in the notice, the Landlord has the right to take legal action.

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

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

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

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

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

Check All That Apply

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

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

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

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

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

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

XXV. Additional Agreements – Landlord and Tenant additionally agree to the following:
Landlord will retain a duplicate key to the premises. Landlord may enter the premises at reasonable times upon notice to the Tenant with the Tenant present, except for emergencies.

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

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

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

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

Tenant Brad Westergard, 21 2nd Street, PO Box 495, Hermosa, SD 57744

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

XXIX. Counterparts and Modifications

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

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

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

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

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

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

Signatures

Landlord

Tenant

Name: _____

Name: _____

Dan Holsworth, Town Board President

Brad Westergard

Date: _____

Date: _____

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

_____ Date: _____

Brad Westergard

ATTEST:

_____ Date: _____

Monika Serviss, Finance Officer

IN TOWN RESIDENTS ONLY!!

YARD WASTE ONLY!!

NO

- ✓ PLASTIC OR PAPER BAGS
- ✓ APPLIANCES
- ✓ LIQUIDS OR CHEMICALS
- ✓ TIRES OR BATTERIES
- ✓ DRUMS OR CONTAINERS

PLACING UNAUTHORIZED MATERIALS IN THIS CONTAINER COULD RESULT IN A FINE UP TO **\$500.00** (\$10.99 GENERAL PENALTY) PLUS ADMINISTRATIVE FEE OF **\$50.00**. IF CONTAMINATED YOU WILL ALSO BE RESPONSIBLE FOR THE COST TO EMPTY THE DUMPSTER. ~~THIS DUMPSTER MAY NOT BE USED BY PROFESSIONAL TREE OR LAWN MAINTENANCE COMPANIES.~~

No commercial contractors

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

SMILE FOR THE CAMERA !!