

**HERMOSA TOWN BOARD
WORK SESSION
Tuesday, April 25th, 2023 – 6.00 pm, Following P&Z Meeting**



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

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

- 4) **WORK SESSION ITEMS**
 - A. Custer County Extraterritorial agreement
 - B. Annexation: Gumbo Lily, Fairgrounds Place, McDermand Street.
 - C. Agreement for performance of services of public works and town maintenance.
 - D. Solar ordinance
 - E. Town sign design
 - F. Grants (Booster/Meters/Streets)

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

- 6) **TRUSTEE INPUT:**

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

4 A.

***ONE MILE
EXTRATERRITORIAL AREA
POLICY AGREEMENT***

Between

CUSTER COUNTY, SOUTH DAKOTA

And the

TOWN OF HERMOSA, SOUTH DAKOTA

CUSTER COUNTY, SOUTH DAKOTA
RESOLUTION 2021-06

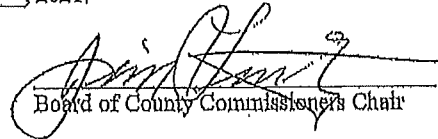
A RESOLUTION AUTHORIZING THE CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS TO SIGN AND THE COUNTY AUDITOR TO ATTEST TO AN AGREEMENT BETWEEN CUSTER COUNTY, SOUTH DAKOTA AND THE TOWN OF HERMOSA, SOUTH DAKOTA ESTABLISHING POLICIES FOR DEVELOPMENT OF LAND WITHIN THE EXTRATERRITORIAL AREA OF TOWN OF HERMOSA IN CUSTER COUNTY.

WHEREAS, two (2) or more local governments enabled under Section 1-24-3 of the South Dakota Codified Law to enter into agreements to cooperate for the mutual advantage of the governments involved; and


WHEREAS, Custer County deems a land use policy agreement with the Town of Hermosa for orderly growth and development within the extraterritorial jurisdiction of the Town of Hermosa within Custer County, to be to the mutual advantage of the Town of Hermosa and Custer County.

NOW THEREFORE BE IT RESOLVED, that the Board of County Commissioner of Custer County hereby authorizes the Chair of the Board of County Commissioners to sign and the County Auditor to attest to the attached Agreement between Custer County and the Town of Hermosa establishing land use policies for the extraterritorial jurisdiction of the Town of Hermosa in Custer County.

Passed and approved this 10th day of March, 2021.


Board of County Commissioners Chair

ATTEST:


County Auditor

**TOWN OF HERMOSA, SOUTH DAKOTA
RESOLUTION 2021-03**

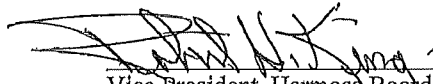
A RESOLUTION AUTHORIZING THE PRESIDENT OF THE BOARD OF THE TOWN OF HERMOSA TO SIGN AND THE TOWN ADMINISTRATOR TO ATTEST TO AN AGREEMENT BETWEEN CUSTER COUNTY, SOUTH DAKOTA AND THE TOWN OF HERMOSA, SOUTH DAKOTA ESTABLISHING POLICIES FOR DEVELOPMENT OF LAND WITHIN THE EXTRATERRITORIAL AREA OF THE TOWN OF HERMOSA THAT IS LOCATED WITHIN CUSTER COUNTY.

WHEREAS, two (2) or more local governments enabled under Section 1-24-3 of the South Dakota Codified Law to enter into agreements to cooperate for the mutual advantage of the governments involved; and

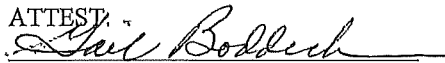
WHEREAS, the Town of Hermosa deems a land use policy agreement with Custer County for orderly growth and development within the extraterritorial jurisdiction of the Town of Hermosa within Custer County, to be to the mutual advantage of the Town of Hermosa and Custer County.

NOW THEREFORE BE IT RESOLVED, that the Town Council of the Town of Hermosa hereby authorizes the Town of Hermosa to sign and the Town Administrator to attest to the attached Agreement between Custer County and the Town of Hermosa establishing land use policies for the extraterritorial jurisdiction of the Town of Hermosa in Custer County.

Passed and approved this 16 day of FEBRUARY, 2021.



Vice President, Hermosa Board of Trustees

ATTEST:


Finance Officer

**EXTRATERRITORIAL AREA POLICY AGREEMENT
BETWEEN CUSTER COUNTY AND THE TOWN OF HERMOSA, SOUTH DAKOTA**

THIS AGREEMENT is entered into pursuant to Section 1-24-3 of the South Dakota Codified Law by and between Custer County, South Dakota, a local government in the state of South Dakota, and the Town of Hermosa South Dakota, a local government in the state of South Dakota, to wit:

WHEREAS, the Custer County Board of Commissioners support the preparation and adoption of development plans and agreements between County and the Town regarding the municipality and its environs; and

WHEREAS, the Town of Hermosa Comprehensive Plan outlines the extent of urban development expected in the future and projects annexation of extraterritorial areas; and

WHEREAS, it is in the interest of Custer County and the Town of Hermosa to establish policies for the orderly growth and development within the extraterritorial jurisdiction of the Town of Hermosa within Custer County; and

WHEREAS, CUSTER County and Town of Hermosa mutually agree that such policies are necessary in order to more effectively and economically provide services for future growth and development.

NOW THEREFORE, the parties hereto agree for themselves and their respective successors as follows:

I. INTENT, DEVELOPMENT AREA ESTABLISHMENT, AND IMPLEMENTATION MEASURES.

The parties accept and agree to the following development policies and implementation measures regarding annexation, zoning, and subdivision review of areas located within the extraterritorial jurisdiction of the Town of Hermosa in Custer County.

A. Statement of Intent.

In order to facilitate the purposes of Chapter 11-2, 11-3, 11-4, and 11-6 of the South Dakota Codified Law (SDCL) and to further the policy of this State to provide for accurate, clear, and concise legal descriptions of real estate in order to prevent, whenever possible, land boundary disputes or real estate title problems; to provide for a balance between land use rights of individual landowners and the economic, social, and environmental concerns of the public when a town or county is developing or enforcing land use regulations; to provide for statewide, uniform procedures and standards for the platting of land while allowing the widest possible latitude for cities and counties to establish and enforce ordinances regulating the division and use of land; to encourage orderly community development and provide for the regulation and control of the extension of public improvements, public services, and utilities, the improvement of land, and the design of subdivisions consistent with approved community plans.

This Agreement was developed in the interest of providing for orderly and effective development patterns in those areas of Custer County within the extraterritorial jurisdiction of the Town of Hermosa. It also hopes to define how services will be provided for such development at the least cost to all of the citizens of Custer County. The Town of Hermosa and Custer County agree, as provided in Chapter 11 of the SDCL, to the following development policies and implementation measures regarding annexation, zoning, and subdivision review for various designated areas outlined herein.

This Agreement, authorized in 1-24-3 of the SDCL, between Custer County and the Town of Hermosa will pertain to the extraterritorial jurisdictional area of the Town of Hermosa located within Custer County, as shown in Exhibit A.

Area #2. Non-Contiguous Within One Mile.

Development type:

Development served either by a common water system, individual private wells, common sewage treatment facility, and/or individual septic system. Smaller lots may be permitted in the event that either a common water system or a common sewage treatment facility is required. The location of these properties is such that they are not beyond a reasonable expectation of future annexation by the Town.

Policy:

Primary Land Use:Rural Residential
Sewer:.....Septic System permitted and approved by the County and/or Common Sewer Collection and Treatment Facilities that are consistent with South Dakota Department of Environment and Natural Resources (DENR) and County standards.
Water:Private Wells and/or Common Water Distribution and Treatment Facilities which are consistent with DENR and County standards.
Streets:.....Combined Subdivision and Design Standards are Required.
Land Use/Zoning:.....County.
Construction Permitting:County.
Design Standards:.....County.
Subdivision Standards:County/Town Combined.
Annexation:Not Required.
Plat Reviewed by:.....Town, with County comments and recommendations to Town for Final Approval. Combined County/Town Subdivision and Design Standards are required with the most stringent or appropriate based on development type and location. County recommendation for approval/denial may be overruled by a 2/3 vote of the Town Council membership.

Implementation:

- Land Use/Zoning requests shall be submitted to and approved by the County. The County shall provide the Town with the opportunity to comment on all requests for conformance with the policies established for this development area.
- Both the County and the Town subdivision and design standards shall be applied in order to evaluate and regulate development. The Town shall provide the County with the opportunity to comment on all requests for conformance with the policies established for this development.
- Annexation of significant portions of this area is not anticipated during the term of this Agreement. However, in the event of annexation within this area, municipal design standards will be applied so as to facilitate municipal services.

Geographic areas:

See Exhibit A, which is attached and made part of this Agreement.

II. ADMINISTRATIVE POLICIES.

Custer County, referred to as the County, and the Town of Hermosa, referred to as the Town, accept and agree to the following Administrative Policies, which will be used to implement this Agreement:

Zoning regulation, as a rule, is the County's prerogative while subdivision regulation in these areas comes under the County and Town's authority. Annexation is under exclusive rule of the Town. Each of these activities, however, affects both jurisdictions and has produced a clear and pressing need for coordination and joint administration. To that end, the County and the Town agree to the following procedures for administration of land use regulations.

A. Zoning Regulation:

Zoning regulation for all of the unincorporated areas of Custer County shall remain under the authority of the Custer County Land Use Ordinance and the provisions of Chapters 11-2 of the SDCL, as amended.

Each request for zoning property within areas specified in this Agreement shall be forwarded to the Town for comment prior to the public hearing before the County Planning Commission. Any zoning change will conform to the policies identified for the area in which the requested change is located.

B. Subdivision Regulations:

Subdivision of land within the extraterritorial jurisdiction of the Town of Hermosa within Custer County shall be required to conform to either the subdivision and design standards of the County or Town in accordance with the area policies and implementation measures specified in this Agreement. Persons wishing to subdivide land within Area #1, as specified in this Agreement, shall be required to file a subdivision application with the Town. Although the Town design standards are required for subdivision in Area #1, each request will be forwarded to the County for review, comment and recommendation prior to the public hearing of the Town Planning and Zoning Commission. Persons wishing to subdivide land within Area #2, as specified in this Agreement, shall also be required to file a subdivision application with the Town. Both the Town and the County design standards will be applied for subdivision in Area #2, each request will be forwarded to the County for review and comment prior to the public hearing before the Town Planning and Zoning Commission. Persons wishing to subdivide land within Area #3, as specified in this Agreement, shall be required to file a subdivision application with the County. Although County design standards are required for subdivision in Area #3, each request will be forwarded to the Town for review and comment prior to the public hearing before the County Planning Commission. For the purposes of this Agreement, property line adjustments and parcel splits shall be considered a subdivision action.

C. Annexation:

The Town of Hermosa will annex territory only in accordance with the policy statements and implementation measures specified in this Agreement and consistent with State law. Requests for annexation, within the areas covered under this Agreement, will be forwarded to the County, for comment, prior to consideration by the Town Planning and Zoning Commission or Town Council.

D. Development in Several Areas:

If a subdivision is located in two (2) different development areas, the policy and procedures of the most restrictive shall apply. For the purposes of this Agreement, Area #1 shall be considered the most restrictive and Area #2 shall be considered the least restrictive.

III. REVIEW AND AMENDMENT.

The Chair of the Custer County Board of Commissioners and the President of the Town Board of Hermosa shall initiate a review of the area development policies, implementation measures, and administrative policies each year during the term of this Agreement. Either party to this Agreement shall consider amendments to this Agreement in a manner similar to its initial adoption.

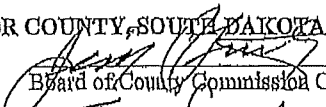
IV. EFFECTIVE DATE AND RECORDING.

This Agreement shall become effective upon acceptance and execution of the parties, and shall be in effect for a period of five (5) years. This Agreement may be modified and extended by the written, mutual consent of the parties.

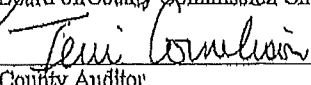
This Agreement shall be filed with the Secretary of the State of South Dakota, and with the Custer County Recorder in accordance with Chapter 1-24-6 of the SDCL, as amended.

CUSTER COUNTY, SOUTH DAKOTA

BY:


Board of County Commission Chair

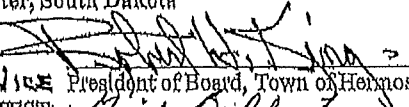
ATTEST:


County Auditor

Dated this 24th day of FEBRUARY, 2021.

Custer, South Dakota

BY:


VICE President of Board, Town of Hermosa

ATTEST:


Town Administrator, Town of Hermosa

Dated this 18 day of February, 2021.

ADJACENT AND CONTIGUOUS AREAS WITHIN 1 MILE

Building Permits	Custer County issues permits after Hermosa reviews
Sewer, Water and Streets	Hermosa issues
Design and Subdivision Standards	Hermosa Standards
Plats	Hermosa decides after Custer County review. Hermosa can overrule Custer County recommendations with 2/3 vote
Land Use & Zoning:	Hermosa

NON-CONTIGUOUS AREAS WITHIN 1 MILE

Building/Construction Permits	Custer County issues permits
Sewer, Water and Streets	Septic systems approved by Custer County, Water consistent with DANR and Custer County standards
Design Standards	Custer County and Hermosa Standards
Subdivision Standards	Custer County and Hermosa combined
Plats	Hermosa decides after Custer County review. Hermosa can overrule Custer County recommendations with 2/3 vote
Land Use & Zoning:	Custer County Standards with Hermosa comments

4 C.

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

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

Relationship of the Parties

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

The Duties and Essential Job Functions:

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

Sewer:

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

Lagoon:

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

Other Responsibilities:

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

Compensation for Contractor:

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

Equipment Rates:

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

Insurance and indemnification:

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

Terms of Agreement:

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

Administration:

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

Standards:

Contractor warrants and represents that all work performed subject to this Agreement shall be completed in a workmanlike manner and shall comply with industry standards where the same may be readily demonstrated 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 14th day of January, 2022.

TOWN OF HERMOSA

BY: [Signature]
(TOWN BOARD PRESIDENT)

1-14-22
(DATE)

ITS: _____
(CHUCK FERGUSON, CONTRACTOR)

(DATE)

ATTEST:

(Seal)

FINANCE OFFICER

(DATE)

**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 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 4th day of January.

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

1-4-22
(DATE)

ITS: [Signature]
(CHUCK FERGUSON, CONTRACTOR)

1-4-22
(DATE)

ATTEST:
[Signature]

1-4-2022
(DATE)

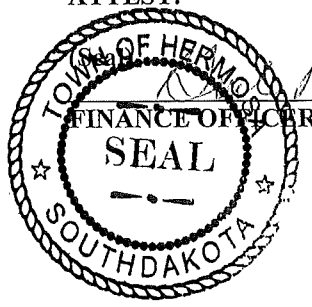


EXHIBIT A

FERGUSON CONSTRUCTION

EQUIPMENT HOURLY RATES

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

**Includes Operator Fees

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

This Agreement is entered into this 24th day of January, 2022 by and between the Township of Hermosa, South Dakota, hereinafter "Town" and Chuck Ferguson, hereinafter "Contractor," of Hermosa, South Dakota, for the performance of the Town's building inspector, and other such things as specifically set forth herein.

Relationship of the Parties

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

The Duties and Essential Job Functions:

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

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

Compensation for Contractor:

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

Insurance and indemnification:

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

Terms of Agreement:

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

Administration:

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

Standards:

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

Controlling Agreement:

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

Dated this 4th day of January, 2022.

TOWN OF HERMOSA

BY:

Dee Adams
(TOWN BOARD PRESIDENT)

1-4-22
(DATE)

ITS:

Chuck Ferguson
(CHUCK FERGUSON, CONTRACTOR)

1-4-22
(DATE)



Neil Powell
FINANCE OFFICER

1-4-2022
(DATE)

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

Town of Hermosa,

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

Lagoon:

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

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

Thank you,

EPA ANNOUNCES \$11.39 MILLION FOR CLEAN WATER INFRASTRUCTURE UPGRADES IN SOUTH DAKOTA

PIERRE, S.D. – The U.S. Environmental Protection Agency (EPA) has announced \$11.39 million to the state of South Dakota from President Biden’s Bipartisan Infrastructure through this year’s Clean Water State Revolving Fund (CWSRF).

The funding will support South Dakota communities in upgrading essential water, wastewater, and stormwater infrastructure that protects public health and treasured water bodies. Nearly half of this funding will be available as grants or principal forgiveness loans helping underserved communities across America invest in water infrastructure, while creating good-paying jobs. The announcement builds on previous funding provided for South Dakota communities for water and wastewater treatment through the Bipartisan Infrastructure Law, including \$8.7 million for the CWSRF and \$459,000 to address emerging contaminants.

“Clean rivers, lakes, and streams are vital to South Dakota’s people and economy,” said EPA Regional Administrator KC Becker. “These Bipartisan Infrastructure Law funds will complete much-needed water and wastewater projects and create jobs in communities across the state.”

The \$2.4 billion recently announced is the second wave of funding made possible by the Bipartisan Infrastructure Law and builds on the Biden-Harris Administration’s commitment to invest in America. In May 2022, EPA announced the initial allotment of \$1.9 billion from the Bipartisan Infrastructure Law to states, Tribes, and territories through the CWSRF. That money is supporting hundreds of critical water infrastructure projects around the country.

President Biden’s Bipartisan Infrastructure Law makes over \$50 billion available for water and wastewater infrastructure improvements across the country between FY2022 and FY2026. EPA is committed to ensuring every community has access to this historic investment and has centralized increasing investment in disadvantaged communities within

its implementation. This investment in water infrastructure is creating jobs while addressing key challenges, including climate change and emerging contaminants like per- and poly-fluoroalkyl substances (PFAS). The implementation of the Bipartisan Infrastructure Law calls for strong collaboration, and EPA continues to work in partnership with states, Tribes, and territories to ensure that communities see the full benefits of this investment.

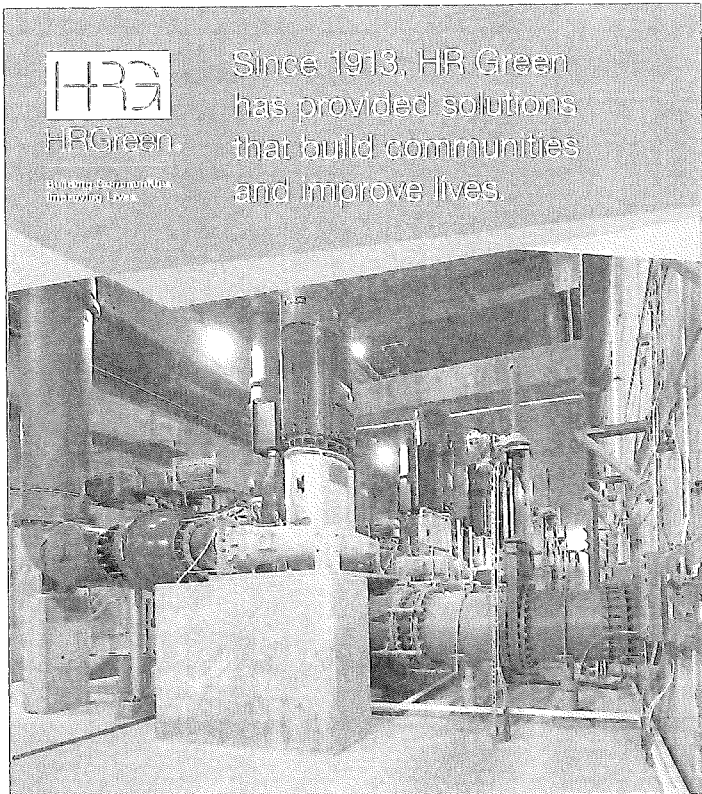
In addition to the announcement, the 2023 Drinking Water State Revolving Fund allocations and program updates are forthcoming, pending the release of the seventh Drinking Water Infrastructure Needs Survey and Assessment. EPA anticipates releasing the information in the coming weeks.

The CWSRFs have been the foundation of water infrastructure investments for more than 30 years, providing low-cost financing for local projects across America. Visit www.epa.gov/cwsrf for more information, including state-by-state allocation of 2023 funding and a breakdown of EPA CWSRF funding available through the Bipartisan Infrastructure Law. ■

DO YOU HAVE CITY NEWS TO SHARE?

Let us know! Email us a 250-word description of your city’s notable achievement – a project, initiative, award, or individual honor. Include an image if possible.

emilie@sdmunicipalleague.org



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— with immediate access to accurate, timely data about what type of hazardous materials a railcar is carrying so they can make an informed decision about how to respond to a rail emergency.

Next, assess your rail risks as a community. How many derailments and blocked crossings have happened in or near your community? Consider asking your city team and even residents to use the Federal Railroad Administration's Blocked Rail Crossing tool, found at www.fra.dot.gov/blockedcrossings, to report issues with trains in your community. If the crossings and infrastructure are an issue, consider what federal rail grants may be helpful to your community or if your state or metropolitan planning organization (MPO) might be a good partner to help with upgrades especially along an entire corridor. ■

SD HOUSING INFRASTRUCTURE FINANCING PROGRAM DRAFTS AVAILABLE FOR REVIEW

The South Dakota Housing Development Authority has released its draft Housing Infrastructure Financing Program (HIFP) allocation plan and draft HIFP administrative rules for public review and comment.

The Housing Infrastructure Financing Program is a result of a historic investment in housing infrastructure development by the 2023 State Legislature dedicating \$200 million in grant and revolving loan funds for infrastructure investment across South Dakota.

The South Dakota Municipal League encourages members to review and comment on the draft allocation plan and administrative rule proposals, which can be found online at www.sdhousing.org/develop-housing/infrastructure-financing.

League staff is available via email at info@sdmunicipalleague.org or at 1.800.658.3633 for member questions related to this important new State program. ■

REVIEW AND COMMENT

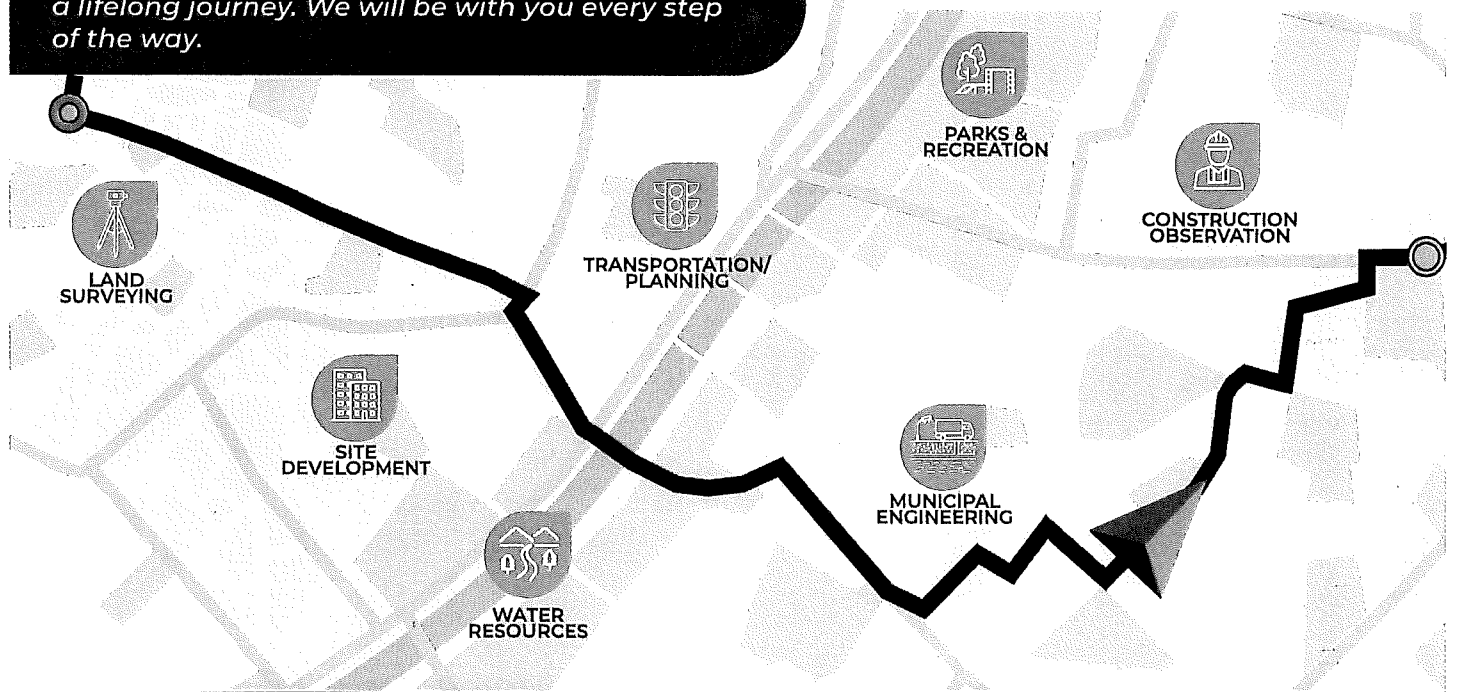
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FEDERAL FUNDS AVAILABLE TO ADVANCE RELIABLE CLEAN ENERGY IN RURAL AND REMOTE COMMUNITIES

WASHINGTON, D.C. — The Biden-Harris Administration, through the U.S. Department of Energy (DOE), recently announced \$300 million for projects that increase energy affordability and promote climate resilience and \$15 million for a prize competition to help rural communities build the capacity needed for clean energy development and deployment.

These two new funding opportunities are a critical component of President Biden's Bipartisan Infrastructure Law-funded Energy Improvements in Rural or Remote Areas (ERA) program, which aims to improve the resilience, reliability, and affordability of energy systems in communities across the country with 10,000 or fewer people.

The opportunities will help deliver local community-driven energy projects in rural and remote communities and reflect the President's unwavering commitment to ensuring no community is left behind in the nation's historic transition to a clean energy future.

"Access to a reliable and affordable energy supply is critical to building safer, climate resilient communities and key to addressing the unique energy challenges faced by remote regions," said U.S. Secretary of Energy Jennifer M. Granholm. "Thanks to new investments from President Biden's clean energy and climate agenda, DOE is doubling down on its efforts to ensure every American—especially those in rural and remote areas—can unlock the

public health and cost-saving benefits that come with the transition to a clean energy future."

Nearly one in six Americans live in a rural or remote community. Due to low population density and isolation from larger electric systems, these communities face higher energy costs and poor electrical reliability. The ERA program, which is managed by DOE's Office of Clean Energy Demonstrations, will leverage DOE's expertise and experience in resilient energy solutions to modernize electric generation facilities, address disproportionately high electricity costs, and support new economic opportunities in these communities.

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Energy Improvements in Rural or Remote Areas

A \$300 million funding opportunity will award projects that increase energy affordability and promote climate resilience with an anticipated federal cost share ranging from \$5 to \$100 million per project. The funding is flexible to meet various project types with \$5 to \$10 million for a single site demonstration project and up to \$100 million for a single or multi-site demonstration project that benefits multiple communities. DOE seeks to provide equal opportunity to qualified applicants and enable potential replication in rural and remote communities across the nation. The funding is organized into nine geographical regions to reflect regional diversity in energy consumption and access, varying weather patterns, and climate impacts. Applicants will be required to submit Community Benefits Plans to ensure benefits spread equitably across affected communities.

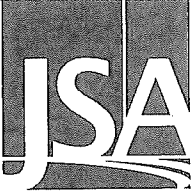
The Energizing Rural Communities Prize

DOE also is launching the Energizing Rural Communities Prize to support capacity building to remove two of the biggest barriers to improving energy systems in rural or remote areas: developing necessary partnerships and securing financing. Through \$15 million in funding, this prize competition will help build partnerships by connecting communities to government funding and a network of partners that can help implement clean energy projects. The prize will help selectees develop plans to access capital and/or develop community ownership models.

At the Alaska Federation of Natives' Alaska Day Convention in March, U.S. Deputy Secretary of Energy David M. Turk highlighted how these important new investments will help improve energy capacity and resilience in rural communities while also lowering energy costs and reducing harmful environmental pollution.

Read the full funding opportunity announcement for the ERA program at <https://oced-exchange.energy.gov>. Concept papers are due by April 14, and full applications are due by June 28.

Read more about the Energizing Rural Communities Prize at www.herox.com/rural-energy. Full applications are due by May 24. Read more about the ERA program at www.energy.gov/oced. ■



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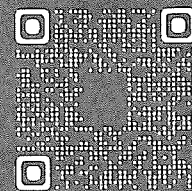
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SD DEPT. OF TRANSPORTATION OPENS THREE ECONOMIC DEVELOPMENT GRANTS FOR 2023

The South Dakota Department of Transportation recently opened several economic development grant programs for the year.

The grants serve to foster economic development and enhance community access in South Dakota.

The program has three categorical purposes:

INDUSTRIAL PARK GRANTS

Open to any local unit of government for the development of new or expanded access for new industry located within industrial parks. Applications are due April 15, July 15, or October 15.

AGRI-BUSINESS GRANTS

Open to any local unit of government for the development of new or expanded agri-business industries. Applications are due April 15, July 15, or October 15.

COMMUNITY ACCESS GRANTS

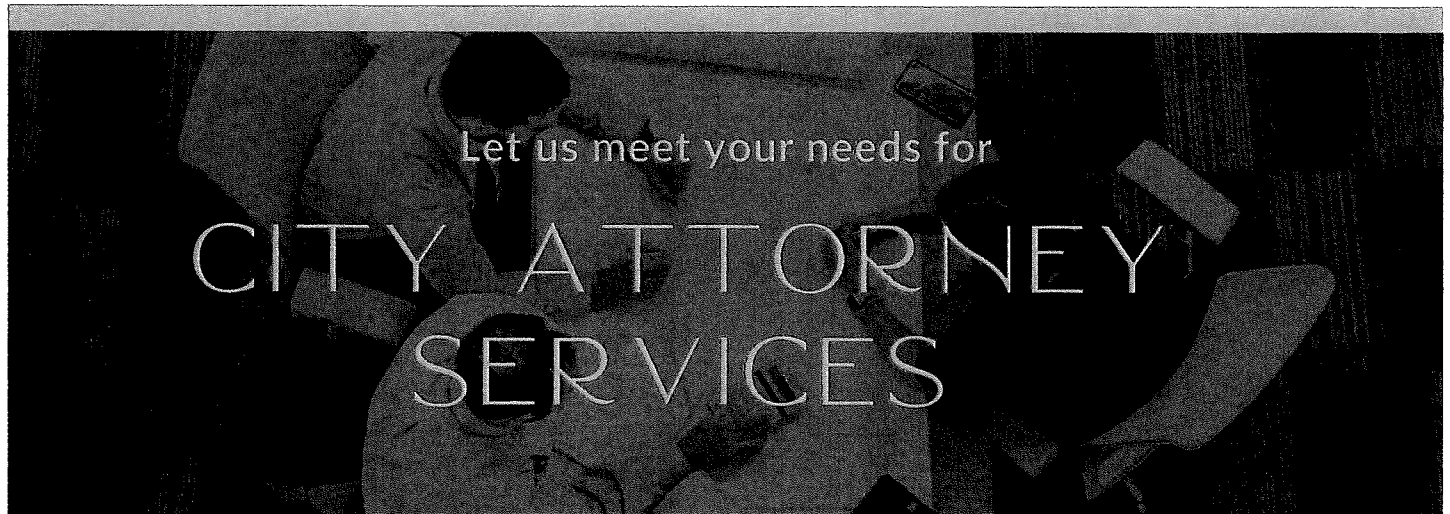
Open to towns less than 5,000 in population for the construction or reconstruction of major streets in each town such as Main Street, the road to the elevator, schools, hospitals, etc. Applications are due July 15.

These programs provide for 80% of the construction costs of the project, not including engineering or utility work.

Grant size is limited to \$600,000 for Community Access and Agri-Business Grants and \$500,000 for Industrial Park Grants.

All grants will be based on the criteria developed by the Department of Transportation. The expenditure authority for the program will be determined by the Transportation Commission. All grants must be approved by the Transportation Commission and may be used to construct or reconstruct roads and streets in the community.

For more information and to apply, visit dot.sd.gov. ■



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RESOURCE ROUNDUP

Awards



Submit through each affiliate's webpage, sdmunicipalleague.org/affiliateorganizations

Finance Officer of the Year

Due: May 1

Recognizes a member of the SD Governmental Finance Officers' Association who has made significant contributions to their municipality as a finance officer and to their community as citizen. Award presented at the association's annual Finance Officers' School.

Grants



Recreational Trails Program Grant, SD Dept. of Game, Fish and Parks

Due: April 7

Provides partial reimbursement for approved trail projects including the construction of new public trails, rehabilitation of existing public trails, development of trail-related facilities, and educational programs that relate to recreational trails.

Learn more/apply: www.gfp.sd.gov/partnerships;
Grants Coordinator Randy Kittle at 605.773.5490 or randy.kittle@state.sd.us

Environmental Justice Government-to-Government (EJG2G) Program, U.S. Environmental Protection Agency

Due: April 10

Provides funding to support government activities that lead to measurable environmental or public health impacts in communities disproportionately burdened by environmental harms. Local governments that partner with a community-based nonprofit organization are eligible.

Learn more at www.epa.gov/environmentaljustice;
apply at www.grants.gov

Energy Improvements in Rural or Remote Areas (ERA) Program, U.S. Dept. of Energy

Due: Concept papers due April 14; full applications due June 28

A \$300 million funding opportunity towards projects that increase energy affordability and promote climate

resilience with an anticipated federal cost share ranging from \$5 to \$100 million per project.
Learn more/apply: <https://oced-exchange.energy.gov>

Agri-Business Grant, SD Dept. of Transportation

Due: April 15, July 15, and Oct. 15

Open to any local unit of government for the development of new or expanded agri-business industries. Provides for 80% of the construction costs. Grant size is limited to \$600,000.

Learn more/apply: www.dot.sd.gov

Industrial Park Grant, SD Department of Transportation

Due: April 15, July 15, and Oct. 15

Open to any local unit of government for the development of new or expanded access for new industry located within industrial parks. Provides for 80% of the construction costs. Grant size is limited to \$500,000.

Learn more/apply: www.dot.sd.gov

Land and Water Conservation Fund Grant, SD Dept. of Game, Fish and Parks

Due: April 28

Provides up to 50 percent reimbursement for approved outdoor recreation projects that seek at least \$10,000 in grant assistance. Grants are awarded for development or renovation of public outdoor recreation facilities or the acquisition of park land.

Learn more/apply: www.gfp.sd.gov/partnerships;
Grants Coordinator Randy Kittle at 605.773.5490 or randy.kittle@state.sd.us

The Energizing Rural Communities Prize, U.S. Dept. of Energy

Due: May 24

A \$15 million cash prize pool for projects that support the development of partnership plans or innovative financing strategies for energy improvement projects.
Learn more/apply: <https://www.herox.com/rural-energy>

Small Community Planning Grant Program, SD Department of Agriculture and Natural Resources

Due: Ongoing, awarded at any time on a first-come, first-served basis

Provides funds to hire an engineering consultant to develop a project specific engineering report. Open to systems serving a population of 2,500 or fewer. A community may receive up to \$8,000 for a water engineering study and up to \$10,000 for a wastewater related study.

Learn more/apply: www.danr.sd.gov

at water amusement park wave pools, lazy rivers, and activities areas, but not at the top of elevated water slides. Generally, all youth under 16 years of age are prohibited from operating or tending power-driven equipment and may not assist the public as they enter, "ride," and leave waterpark or amusement-park-type rides. Thus, minors under 16, even if properly certified as lifeguards, may not be employed as dispatchers, attendants, or slide monitors at the top of elevated water slides. Fifteen-year-olds who are properly certified may be employed as lifeguards stationed at the splashdown pools located at the bottom of elevated water slides.

Youth under 16 years of age may not be employed as lifeguards at natural environment facilities such as rivers, streams, lakes, ponds, quarries, reservoirs, wharfs, piers, or ocean-side beaches.

HOURS LIMITATIONS

The employment of 14- and 15-year-olds, including those 15-year-olds employed as lifeguards, is generally limited to:

- Outside of school hours;
- 3 hours on a school day, including Fridays;
- 8 hours on a non-school day;
- 18 hours in a week that school is in session;
- 40 hours in a week that school is not in session.

Also, such youth may not work before 7 a.m. or after 7 p.m. (except from June 1 through Labor Day when the evening limit is extended to 9 p.m.).

OCCUPATIONS LIMITATIONS

Fourteen- and 15-year-olds, including properly certified 15-year-olds who are employed as lifeguards, may not be employed in the following occupations that are often found at establishments that have traditional swimming pools:

- Work involving the operation or tending of any power-driven machinery and hoists (except office machinery). This prohibition includes work involving most amusement park and recreation establishment rides – including dispatchers on elevated water slides – and power-driven lawn mowers and trimmers.
- All baking and most cooking. These minors may perform cooking with electric and gas grilles that does not involve cooking with open flames. They may also cook with deep fryers that are equipped with and utilize devices that automatically lower and raise the fryer baskets into and out of the hot oil or grease. They may not operate NEICO broilers, pressure cookers, ovens or rotisseries.
- The cleaning of cooking equipment and the filtering, transporting, and disposing of hot oil and grease when the surfaces or hot oil or grease exceed 100° F.
- All work in construction, including demolition and repair.
- All work involving the use of ladders or scaffolding, except properly certified 15-year-old lifeguards may use a ladder to access and descend from the lifeguard chair.
- All work in freezers, but they may enter freezers equipped with safety latches, for brief periods of time, to retrieve items.

FUNDING AVAILABLE FOR OUTDOOR RECREATION

PIERRE, S.D. – The South Dakota Game, Fish and Parks (GFP) are currently taking applications for the 2023 Land and Water Conservation Fund (LWCF) grant.

Public outdoor recreation projects sponsored by city, county, township, and tribal governments are eligible to receive the grant money.

The Land and Water Conservation Fund provides up to 50 percent reimbursement for approved outdoor recreation projects that seek at least \$10,000 in grant assistance. Grants will be awarded for development or renovation of public outdoor recreation facilities or the acquisition of park land.

The application deadline is April 28, 2023.

LWCF funds are federal dollars that are apportioned to states by Congress to fund public outdoor recreation projects.

Application packets are available on the Game, Fish, and Parks website. For more information contact Grants Coordinator Randy Kittle at 605.773.5490 or by email at randy.kittle@state.sd.us. ■

13 years of age and younger

Youth under 14 years of age are generally not allowed to work in nonagricultural occupations. However, the FLSA does allow a parent who is the sole-owner of a business to employ his or her child in any occupations other than mining, manufacturing or those declared to be hazardous by the Secretary of Labor.

WHERE TO OBTAIN ADDITIONAL INFORMATION

For more information on the FLSA child labor provisions including a complete list of all hazardous occupation orders visit the YouthRules! website at www.youthrules.gov.

For additional information on the Fair Labor Standards Act, visit the Wage and Hour Division Web site: <http://www.dol.gov/whd/> or call the toll-free information and helpline available 8 a.m. to 5 p.m. in your time zone, 1-866-4USWAC (1-866-487-9243).

When state child labor laws differ from the federal provision an employer must comply with the higher standard. Links to your state labor department can be found at http://www.dol.gov/whd/contacts/state_of.htm.

This publication is for general information and is not to be considered in the same light as official statements of position contained in the regulations. ■

SMALL COMMUNITIES ELIGIBLE FOR DANR WATER INFRASTRUCTURE GRANT

The Department of Agriculture and Natural Resources encourages communities to apply for the Small Community Planning Grant Program, which promotes a proactive approach to water and wastewater infrastructure management.

The program provides small communities funds to hire an engineering consultant to develop a project specific engineering report. The engineering report's level of detail will be on par with the facilities plan required for Clean Water State Revolving Fund (SRF) Program projects.

The grant is available to systems serving a population of 2,500 or fewer. The project sponsor must be an entity of government (county, municipality, or township), or a special purpose district with the authority to construct a water or wastewater project (sanitary, water user, watershed, or water project). Nonprofit organizations are also eligible provided they were formed for the primary purpose of supplying water or sanitary service.

Communities will be reimbursed 80% of the cost of the engineering study upon completion of the engineering report. A

community may receive up to \$8,000 for a water engineering study and up to \$10,000 for a wastewater related study.

The remaining cost will be paid by the community and may consist of local cash or other non-state grant assistance. In-kind contributions will not be accepted as local match.

Applications are available online at danr.sd.gov and are reviewed as they are submitted. Grants may be awarded at any time on a first-come, first-served basis. ■

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Submitting Municipal Boundary Changes and Changes to Streets and Addresses

South Dakota sales tax, including municipal sales tax, is collected based on the delivery address for all taxable sales. This includes products and services.

Retailers and service providers can verify the applicable sales tax rate for a South Dakota address using the Department of Revenue's (DOR) tax rate lookup database provided on the department's website. Retailers and service providers rely on the database to provide accurate tax rate information. The Department of Revenue relies on each municipality imposing a municipal sales or gross receipts tax to provide the most up to date address information to keep the database as accurate as possible.

To ensure your city's municipal tax revenue is being collected accurately, it is vital that the State Department of Revenue has the most current city boundaries and all addresses within those boundaries. When a city has a boundary change, a street or address change, or additional addresses created, the city must notify the Department of Revenue.

Notices of annexations and address changes or additions are submitted through the Department's "Notice of Annexation" webpage, <https://sddor.seamlessdocs.com/f/2043> and "Notice of New or Updated Addresses" webpage at <https://sddor.seamlessdocs.com/f/5028>. These pages provide the form to complete and allow you to upload all necessary documents regarding boundary changes and address updates.

CITY BOUNDARY CHANGES

When submitting a boundary change you will need to include (preferably PDF or Excel formats):

- Copy of the resolution or amendment
- Updated city boundary map (aerial map is preferred)
- List of addresses within the annexed area

ADDRESS UPDATES

When submitting address updates, you will need to include (preferably PDF or Excel Formats):

- List of the addresses - indicate if these are new, corrected or updated addresses
- Map of address locations (aerial map is preferred)

Once the notice is submitted you will receive an email acknowledging receipt of the form.

The Department of Revenue wants to ensure your city is receiving the city tax you are due. This can only happen with your continuous assistance to ensure the department's information is accurate.

If you would like to verify the addresses the department currently has for your city, please email DOR.TechHelp@state.sd.us for directions and assistance.

Find information regarding municipal sales tax online at <https://dor.sd.gov/businesses/taxes/municipal-tax>, or by calling the Taxpayer Assistance Center at 1-800-829-9188. ■

NOMINATIONS OPEN FOR FINANCE OFFICER OF THE YEAR

The South Dakota Governmental Finance Officers' Association is seeking nominations for their prestigious Finance Officer of the Year award.

The award recognizes a member of the association who has made significant contributions to their municipality as a finance officer and to their community as citizen.

"Finance officers are an integral part of city government, and are well-known for going above and beyond," said Association President Roxanne Heezen of Fort Pierre. "We frequently wear many hats at work and are also often involved in organizations and activities within our communities."

"Finance Officer of the Year recognizes an outstanding individual finance officer," she said, "and also celebrates all the finance officers who do what it takes to keep their community running smoothly."

The association has presented the award annually since 2002. Last year's recipient was Pauline Sumption, previous Finance Director for the City of Rapid City.

The award will be presented during the association's annual Finance Officers' School, held June 7-9 in Pierre, SD.

For more information and to submit a nomination, visit www.sdmunicipalleague.org/financeofficers. Nominations are due May 1. ■

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RESOURCE ROUNDUP

Awards



Submit through each affiliate's webpage,
sdmunicipalleague.org/affiliateorganizations

Code Enforcement Officer of the Year

Due: March 15

Recognizes an individual who has made significant contributions to their municipality as a code enforcement officer and their community as citizen. Award presented at the association's spring meeting.

Finance Officer of the Year

Due: May 1

Recognizes a member of the SD Governmental Finance Officers' Association who has made significant contributions to their municipality as a finance officer and to their community as citizen. Award presented at the association's annual Finance Officers' School.

Grants



Hazard Mitigation Grant, SD Office of Emergency Management

Due: March 8

Funding is available for local governments and certain private-non-profit organizations to apply for hazard mitigation projects that will reduce the loss of life and property by lessening the impacts of future disasters. Learn more/apply: Contact mitigation staff at 605-773-3231; apply by digital application via FEMA GO

Traffic Control Device Grant, Street Maintenance Association

Due: April 1

Provides funds to offset the costs of Traffic Control Devices such as speed display units, traffic count units, and flashing warning signs.

Learn more/apply: www.sdmunicipalleague.org/streetmaintenance

Recreational Trails Program Grant, SD Game, Fish and Parks

Due: April 7

Provides partial reimbursement for approved trail projects including the construction of new public trails, rehabilitation of existing public trails, development of trail-related facilities, and educational programs that relate to recreational trails.

Learn more/apply: www.gfp.sd.gov/partnerships; Grants Coordinator Randy Kittle at 605.773.5490 or randy.kittle@state.sd.us

Environmental Justice Government-to-Government (EJG2G) Program, U.S. Environmental Protection Agency

Due: April 10

Provides funding to support government activities that lead to measurable environmental or public health impacts in communities disproportionately burdened by environmental harms. Local governments that partner with a community-based nonprofit organization are eligible.

Learn more at www.epa.gov/environmentaljustice; apply at www.grants.gov

Land and Water Conservation Fund Grant, Game, Fish and Parks

Due: April 28

Provides up to 50 percent reimbursement for approved outdoor recreation projects that seek at least \$10,000 in grant assistance. Grants are awarded for development or renovation of public outdoor recreation facilities or the acquisition of park land.

Learn more/apply: www.gfp.sd.gov/partnerships; Grants Coordinator Randy Kittle at 605.773.5490 or randy.kittle@state.sd.us

Small Community Planning Grant Program, SD Department of Agriculture and Natural Resources

Due: Ongoing, awarded at any time on a first-come, first-served basis

Provides funds to hire an engineering consultant to develop a project specific engineering report. Open to systems serving a population of 2,500 or fewer. A community may receive up to \$8,000 for a water engineering study and up to \$10,000 for a wastewater related study.

Learn more/apply: www.danr.sd.gov

Scholarships



Apply through each affiliate's webpage,
sdmunicipalleague.org/affiliateorganizations

Code Enforcement Training Scholarship

Due: April 1

Provides funds for an association member to attend a training of their choice to enhance their performance of duties as a code enforcement officer.