

HERMOSA TOWN BOARD
TUESDAY, DECEMBER 17, 2024
REGULAR MEETING @ 6.00pm



- 1) **ROLL CALL:**
 - A. BOT Roll Call: Kramer, Ferguson, Koontz, Harris, Serviss
 - B. Acknowledgement of other Attendees
 - C. Pledge of Allegiance to be led by Kramer

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

- 3) **CONSENT CALENDAR:**
 - A. Approval of December 3, 2024, regular meeting minutes

- 4) **CONFLICT OF INTEREST DECLARATION:**

- 5) **ENGINEER:**
 - A. CMOM update discussion – roles and responsibilities for Benesch

- 6) **PLANNING & ZONING:**
 - A. 2024-02 – Floodplain Development Permit – Triple J&K Properties – Park Tract 2
 - B. 2024-46 – Residential Bldg. Permit 242 Vilas St. – replace destroyed garage.
 - C. Hermosa Comprehensive Plan Update Standard Consulting Services Agreement

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

- 8) **LAW ENFORCEMENT/ABATEMENTS/COMPLAINTS:**
 - A. Custer County Log
 - B. Abatements – Approve First Notice to Abate 401 Vilas – 3 unlicensed vehicles.

- 9) **LEGAL:**
 - A.

- 10) **PUBLIC WORKS:**
 - A. Streets, Street Light Repairs, Water & Sewer Department Updates
 - B. Open Work Orders
 - C. Streets

- 11) **FINANCE OFFICE:**
 - A. Monthly financials
 - B. Department updates
 1. Work Session agenda items
 - C. New Years Eve schedule

- 12) **OLD BUSINESS:**
 - A. Hermosa Area Growth & Development request for BBB funds

- 13) **NEW BUSINESS:**
A. 1st Reading 2.076A - Supplemental 2024 Appropriations Ordinance
B. SDARWS 50th Annual Membership Meeting, January 15, 2025, Pierre, SD
- 14) **ITEMS FROM CITIZENS:** 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. (Reserved time for public comment is 15 minutes). Meetings of the Board of Trustees are open to the public. The audience will 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 (citizens, business owners, and those living within one mile of the town limits) 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 stand and identify themselves after being recognized by the Board President.
- 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, DECEMBER 3, 2024
REGULAR MEETING @ 6:00pm

3A

ROLL CALL: Kramer called the meeting to order on Tuesday, December 3, 2024, at 6:00 pm with the following members present: Kramer, Ferguson, Koontz, Harris and Serviss. Interested citizens and Attorney Hagg were also present. Pledge of Allegiance led by Kramer.

CALL FOR CHANGES: Motion made by Ferguson and seconded by Kramer to amend agenda with the addition of Item C under Planning and Zoning Temporary Sign Permit FYI, move Item 14A under New Business to Item A under Legal, add Item B Silversmith contract under Legal, add Item C Discussion on Town's ability to donate under Legal and approve agenda as amended; vote: all aye, motion carried.

CONSENT CALENDAR: Motion made by Serviss and seconded by Ferguson to approve November 19, 2024, regular meeting minutes; vote: all aye, motion carried.

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

SDML WORK COMP: Brad Wilson, Administrator for SDML Work Comp joined the meeting via Teams and Gary Drewes, Marketing Representative for SDML Work Comp, attended the meeting. Wilson reviewed how the town should oversee volunteers and requirements for work comp on volunteers. Clarification was made on Dan Holsworth volunteering his time to do street maintenance and his compensation would be for the use of equipment and fuel and that can be treated as an expense reimbursement for the town. Holsworth also stated he did not want to be covered under the town's work comp policy for any of his volunteer duties.

ENGINEER: Engineer Theodorou stated the State Department of Environment and Natural Resources had issued a Finding of No Significant Impact regarding the Wastewater Lagoon Expansion Project and would need to be published in the newspaper. Motion by Ferguson and seconded by Harris to accept the low bid from Baroque Advantage LLC in the amount of \$842,419 for the lagoon expansion project, with contractor not to begin until 30 days after the publication of the Finding of No Significant Impact report; vote: all aye, motion carried. Motion by Serviss and seconded by Harris to instruct Engineer to get estimates for repairs and negotiate acquisition for Vaktor Sewer Cleaning truck from Hill City, SD; vote: all aye, motion carried. Motion by Ferguson and seconded by Serviss to approve and authorize the chairman to sign Benesh Consulting Services Agreement for FY22 DWSRF loan C462278-03 New Well, Water Treatment Plant, Booster Station Upgrades, Water Pressure Zones and Tank Repair in the amount of \$250,000; vote: all aye, motion carried.

PLANNING & ZONING: Motion by Harris and seconded by Ferguson to approve the new address of 860 Marie Street for Parcel 015920; vote: all aye, motion carried. Dybvig presented Permit 2024-45 – Residential Building Permit Application for informational purposes only. Dybvig also presented a Temporary Sign Permit for informational purposes only.

CLAIMS: Motion made by Ferguson and seconded by Kramer to approve Payroll and Claims as presented; vote: all aye, motion carried; A & B BUSINESS EQUIPEMENT, monthly printer/fax fee, \$541.66; BANKWEST MASTERCARD, lodging/stamps/adobe/tv/tv stand/wet vac \$1,843.04; BENESCH, lagoon expansion bid & contract administration, lone coyote water/sewer extension civil design, hermosa wastewater treatment plant construction plans, smoke testing & sewer evaluations and north water tank design, \$29,297.92; , BLACK HILLS ELECTRIC COOP, utilities electric November 2024, \$3,016.71; CLAYCOMB ENGINEERING, Floodplain Development Permits #2024-29, #2024-32, #2024-34 & #2024-35, \$2,032.00; COLLIERS SECURITIES, placement agent fees for wastewater bond, \$12,000.00; CONIFER CONSTRUCTION, wastewater treatment plant construction payment #1, \$45,000.00; CUSTER COUNT AUDITOR, remaining TIF funds, \$91,409.60; CHUCK FERGUSON, November 2024 services, \$3,120.00; H2O Clear Solutions, remaining payment for wastewater treatment system, \$235,000.00; HAGG & HAGG LLP, monthly retainer fee/5 billable hours @275/copies, \$3,98.00; HARLAND CLARKE, checking account deposit slips, 165.64; MAY ADAMS GERDES & THOMPSON LLP, bank counsel fees for wastewater bond, \$725.00; MEIHERHENRY SARGENT LLP, bond counsel fees for wastewater bond, \$3,350.00; CHERYL NEUGEBAUER, reimbursement for water testing, \$83.90; Pennington Title Company, purchase of utility lot 1/closing costs, \$15,639.00; RURAL DEVELOPMENT, RD1 loan-November interest/principal, \$1,278.00, RD2 loan-November interest/principal, \$417.00, RD3 loan-November interest/principal, \$222.00; **Accounts Payable Total: \$ 449,089.47.** Payroll related: Total Paid On:11/29/2024: General, \$3,935.44, Water,

\$430.45, Sewer, \$179.03, Promoting City/ BBB, \$59.58; EFTPS-Electronic Federal Tax, FED/FICA TAX, \$1,188.93; SOUTH DAKOTA RETIREMENT, \$1,024.66; HEALTH POOL OF SOUTH DAKOTA, \$1969.00; **Total Payroll Related Paid: \$8,787.09. REPORT TOTAL: \$457,876.56.**

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

LEGAL: Motion by Serviss and seconded by Ferguson to approve and authorize the chairman to sign the FEMA DTA – Memorandum of Understanding (MOU); vote: four aye and 1 abstain; motion carried. Discussion was held on the Silversmith contract that was approved on November 19, 2024, regular meeting. Engineer Theodorou will collaborate with Attorney Hagg and Silversmith to get wording corrected to meet the attorney’s satisfaction. Discussion was held on the town’s ability to make monetary donations. Attorney Hagg advised that municipalities are not encouraged to donate any monetary amounts, but the law allows for donations of real property.

PUBLIC WORKS: Ferguson provided updates on water and sewer departments. Holsworth provided an update on street maintenance.

FINANCE OFFICE: Monthly financials will be presented at the next meeting. Finance Officer Cornelison informed the board that she had contacted the South Dakota Municipal League to have the Town of Hermosa featured in their magazine for the month of February 2025. The town shop has been vacated and the town will need to decide if they will choose to lease the building again. The board will have a Work Session on January 28, 2025. Kramer asked board members to bring their lists of items to discuss at the work session to the next meeting. Motion by Serviss and seconded by Harris to allow the town office to close at noon on Tuesday, December 24, 2024, and give office staff two additional paid holidays along with Christmas day; vote: all aye, motion carried.

OLD BUSINESS: Joan Harris gave an update on Headwaters Economics. Discussion was held on the town’s participation in the Christmas Parade to be held on Saturday, December 14, 2024.

NEW BUSINESS: Leo VanSamBeek presented to the board on behalf of Hermosa Area Growth & Development. The organization is bringing a daycare facility to Hermosa and asked the town board if they would allow the use of \$6,000 from the BBB Fund to support this endeavor. This item is pending until the next meeting.

CITIZENS/TRUSTEE INPUT: Audience and trustees had input.

EXECUTIVE SESSION: No Executive Session was held.

ADJOURN: Motion made by Serviss and seconded by Harris to adjourn meeting at 9:31 p.m., vote: all aye, motion carried.

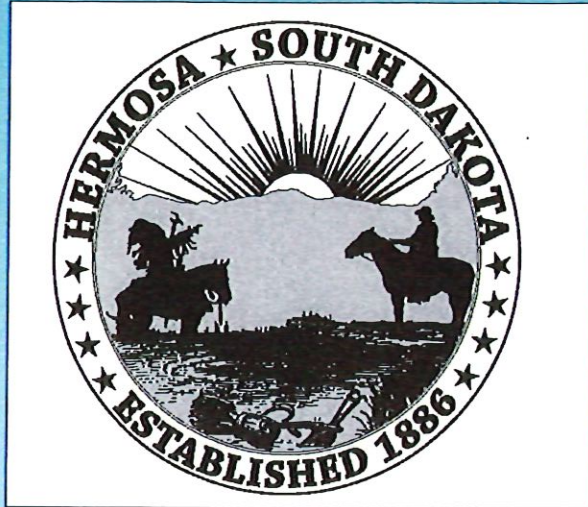
ATTEST:

Terri Cornelison
Finance Officer

Linda Kramer
Town Board President

Published once at the approximate cost of _____.

5A



Town of Hermosa, South Dakota

Capacity, Management, Operation, and
Maintenance (CMOM) Program

Revised July 2022

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Introduction

This document constitutes the Capacity, Management, Operation & Maintenance (CMOM) Program for the Town of Hermosa Wastewater System. The format of the CMOM Program follows the outline of the Environmental Protection Agency's Proposed Rule to Protect Communities from Overflowing Sewers, Paragraph 122.42 (2), Components of CMOM Program, dated January 2001.

1.0 Goals

The Town of Hermosa operates and maintains approximately 1.5 miles of sanitary sewer and three wastewater lift stations (1 on Ferguson Street, 1 on Whitney Street, and 1 at the Legion/Catholic Church – which is a private lift station). Continuing growth, urbanization, changing hydrologic conditions, and age contribute to strain on this infrastructure. In addition, new regulations have imposed additional issues and constraints. The purpose of this document is to detail a formal Capacity, Management, Operations and Maintenance (CMOM) Program.

The Program's goals are:

- Properly manage, operate, and maintain, at all times, all parts of the collection system.
- Install a routine preventive maintenance schedule for lift stations, manholes, and main line sewer to prolong the design life of the collection system and to ensure all components are adequate for their intended uses.
- Take all feasible steps to stop, and mitigate the impact of, sanitary sewer overflows for all parts of the collection system.
- Provide notification to parties with a reasonable potential for exposure to pollutants associated with an overflow event.

2.0 Administrative and Maintenance Functions

2.1 Town of Hermosa Organization

The Town of Hermosa has one full time contracted employee (Chuck Ferguson) on staff to operate and maintain all of the town's water and sewer services. Ferguson has hired an additional employee to assist with the town responsibilities. These two individuals are responsible for water treatment and distribution, as well as wastewater collection and treatment.

2.1.1 Operations and Maintenance

All water and sewer related Operations and Maintenance (O&M) activities are performed by one full-time Contractor and one in-training employee under the supervision of Ferguson. Responsibilities related to the sanitary sewer system include response to emergencies such as a sanitary sewer overflow (SSO), response to customer calls; sewer line preventive maintenance; location of underground utilities; identification of system inadequacies; and other related functions. The Public Works Contractor performs maintenance work on both collection and service lines and tap installation.

2.1.2 Engineering

Engineering for wastewater treatment and collection is performed by ACES Inc. Rapid City, SD. ACES is employed, on an as needed basis, to determine that Hermosa's water and wastewater infrastructure is sufficient and appropriate to meet the needs of its customer base. Prior wastewater engineering services that have been performed in the last 30 years include:

#1) Design and construction inspection of smaller lift station (2006- Rebuilt).

#2) Design and construction inspection of lift station (1999 – 2000-New 36 Homes).

2.1.3 Business Services

The Finance Officer (Gail Boddicker) supports the collection system effort directly through accounting, billing, and customer service duties. Approximately one half the efforts of this section support directly the collection system effort.

Additionally, the activities of this Division include the following: 1. Financial planning; 2. Water and sewer rate development; 3. Revenue forecasts and collection; 4. Customer billing; 5. Customer service; 6. Personnel coordination; 7. Customer interaction, and; 8. Accounting.

2.2 Sanitary Sewer Overflow Reporting Requirements

The Sanitary Sewer Overflow Reporting Procedures are designed to comply with the reporting requirements set forth in the South Dakota Surface Water Discharge Permit.

The town is alerted to potential sanitary sewer overflows through telephone calls originating from customers and regulatory agencies. These calls or notifications are immediately transferred to the full-time Public Works Contractor in order to assess, control, and remediate the overflow. The contractor is in direct contact with the sewer committee who are two trustees on the Hermosa Board of Trustees. The president, sewer committee, and full board all work closely with the public works director.

All potential sanitary sewer overflows are reported to the Public Works Contractor (during normal work hours and nonworking hours). In addition, there is also a back-up contractor (under the public works supervision) on duty 24/7, plus the sewer committee members, board president and town board.

The city maintains an emergency contact list for these types of situations in order to contact all necessary groups and individuals. The standard operating procedures for responses to sanitary sewer overflows are presented later in this document.

3.0 Current and Future Measures and Activities

3.1 Collection System Description

The Town of Hermosa wastewater collection system has 243 service connections. There are approximately 224 residential connections and 19 commercial connections. It is the responsibility of the town to maintain more than 1.5 miles plus 2900 feet of line currently not in use, of sewer lines to serve these customers. Within this large amount of mainline sewer, 60 percent of the mainline piping is made from vitrified cement and the other 40 percent is PVC pipe. Almost the entire mainline sewer within the Town of Hermosa is 8 inches in diameter.

There is one lift station that serves approximately 50 residential service connections. This lift station and the remainder of the collection system flow into gravity on the east part of town to the primary wastewater treatment lagoons.

Within the collection system there are 100 manholes.

3.2 Maintenance Facilities and Equipment

All repairs and routine maintenance are performed out of the Contractor Shop facility to support all of the public works' facilities. All activities are conducted in the Contractor's Shop which houses all equipment, materials, and supplies.

Two wastewater lift stations are maintained throughout the town as the third is privately operated. The Public Works Contractor inspects them on a daily basis and keep them in good working order. These lift stations are constantly monitored by an alarm system that signals and activates audible and visual alarms at the site.

Equipment that is readily available and used by the city for routine and emergency repairs include:

- 1 – Bobcat + attachment
- 2 – Front End Loader with Backhoe
- 2 – Dump Trucks & Vac truck
- 1 – Large portable generator/small portable generator

The Public Works Contractor has necessary parts for replacement for the lift stations. Additionally, 99% of parts needed are in stock at local warehouses.

Various coupling and pipe sizes are also kept in inventory in case of emergency repairs.

3.3 Collection System Maps

The Town of Hermosa has a full size (36" x 36") paper map of the collection system. All lift stations, manholes and main line sewer are documented on this map. The map is updated regularly to reflect accurate representation of the collection system. This system of record keeping has been easy and effective for the city and will continue to be handled in this manner.

3.4 Routine Preventive Operation and Maintenance

The city already has some routine operation and maintenance procedures in place; however, a detailed plan has been implemented. This will provide the town with many benefits such as: 1. advanced awareness of any problems within the collection system; 2. Reduced occurrences of sanitary sewer flows, and; 3. Increased life of collection system and lift stations.

3.4.1 Collection System

Prior maintenance and inspection of the sewer system in Hermosa has been previously accomplished on an as-needed basis and yearly.

Due to the age and type of material of the collection system, it is imperative a routine schedule of inspection be implemented in order to circumvent any potential problems.

South Dakota Rural Water Association or a commercial sewer line inspection contractor (Pace Corporation) is contacted every year to conduct TV camera inspection of the collection system. A percentage (10% - 20%) of the collection system will be inspected each year. Previous inspections and current conditions show that TV inspection of the entire system is not required every year.

Emphasis of rehabilitation and replacement will be placed on areas where roots, debris deposition, grease, or other discontinuities within the pipeline restrict design flow conditions with the potential for causing wastewater overflows and spills. In addition, frequent inspections of areas where extraneous flows are thought to be entering the system, or in other low-lying areas, will be performed. Manholes in critical areas will be inspected more frequently.

3.4.2 Infiltration/Inflow Control

Infiltration and Inflow is not believed to contribute any significant flow to the collection or treatment systems. Due to the age of the collection system and the type of pipe material (concrete), routine inspection is needed to ensure adequate capacity is maintained and that the integrity of the pipe is not compromised. The video depicted minimal infiltration.

Spring 2022 the Town of Hermosa conducted a TV camera inspection of the collection system and acknowledged any problems within the system. In addition to TV camera inspection, smoke testing will be performed on a section of the system each year (10% - 20%) will be performed at 75-85% every two years. Cameraing is not required yearly. These two routine inspections techniques will lead to the repair of virtually all traditional inflow sources within the public portion of the sewer system. Sources associated with individual private residences have generally been addressed, nor have private sewer lines within apartment complexes and duplex's (1-4 Plex). Smoke testing will be scheduled approximately 90 days out.

3.4.3 Lift Stations

There are three wastewater lift stations currently included in the Town of Hermosa's wastewater collection system. One lift station serves approximately 10 residential service connections within the city limits. This lift station is a duplex wet well / dry well system. Each pump has a rated capacity of 200 gallons per minute.

Both stations have been standardized with respect to pump manufacturer to facilitate repairs. All stations have a secondary power source with automatic transfer of power within less than 10 minutes of primary source failure. The private lift station does not have a secondary power source.

Lift station maintenance histories have been maintained for each lift station. These maintenance records will aid in the development of an appropriate preventive maintenance program and provide

data for station evaluation. Weekly, monthly, semi-annual, and annual maintenance activities will be scheduled and tracked by Chuck Ferguson plus the town board of trustees.

Monitoring of the lift station network is currently provided by signals an audible and visible alarm to the contractor.

3.4.4 Hydraulic Cleaning

Television inspection and pipeline hydraulic cleaning has been performed previously on an as-needed basis. As outlined in section 3.4.1, a routine maintenance schedule will be implemented to detect areas where deposition issues are chronic or where flow problems are occurring. Hydraulic cleaning will then be used to eliminate these issues.

3.4.5 Root Control

Hermosa contracts with PACE, Billings, MT, to camera and jet the town's infrastructure. PACE completed this project in March 2022. Their findings and procedures is included with this document.

3.4.6 Collection System and Treatment Facilities Capacity

Capacity requirements for the wastewater collection serving the Town of Hermosa are adequate at the time in meeting average, as well as peak design flows. See plans for Lagoon expansion.

TV camera inspection, as well as smoke testing will prolong this adequacy by eliminating significant intrusion of additional water, identifying areas with obstructions, corrosion problems, and potential failure possibilities. Water and sewer funds are budgeted yearly.

3.4.7 Rehabilitation Identification and Prioritization

Areas inspected by TV camera and smoke testing will be coded as either satisfactory, marginal, or needs replacement or rehabilitation. Areas identified by the Town of Hermosa for sewer rehabilitation will be listed and prioritized. These rehabilitation projects will then be scheduled into the Town of Hermosa Capital Improvements Plan (CIP) and budgeted, accordingly. Due to the small revenue generated from sewer service, it will be imperative to detect problem areas as early as possible, in order to budget for any larger than average replacement or rehabilitation projects.

3.4.8 Training

The Town of Hermosa uses the formal technical training program offered by South Dakota Rural Water Association and the South Dakota Department of Agriculture and Natural Resources. These training classes have been beneficial to the full-time staff and will continue to be utilized on a regular basis.

In addition, the Town of Hermosa encourages technical competence in the form of water and wastewater certifications. The Town recognizes the Public Works Contractor who is certified.

3.4.9 Replacement Parts

The Town of Hermosa maintains the necessary replacement and spare parts inventory that is critical for lift station operation. All other parts are readily available and ordered on an as needed basis from DSG and Northwest Pipe and Blue Book.

4.0 Monitoring, Measurement, and Program Modifications

4.1 Program Implementation and Effectiveness

A summary of the anticipated functionality of the system is provided below:

- Inventory capability for all water, sewer, and treatment facility assets.
- Reporting and archiving of inspection results.
- Convenient accesses to historical information such as plugged lines and overflows.
- Preventive maintenance scheduling.

Town contractor is alerted to corrective maintenance responses through telephone calls originating from customers, regulatory agencies, and others. Calls are received and passed along to the town Contractor who is on call 24 hours per day.

4.2 Development of Preventive Maintenance Schedules

The town's Public Works Contractor regularly conducts inspections of the lift stations on a daily basis. Manholes and the collection system has previously been inspected on an as needed basis. In order to provide for a successful CMOM program, it is necessary to develop preventive maintenance schedules which will accomplish the objectives set forth in this document. Inspection forms will be developed. From these inspection forms, the wastewater staff and Finance Officer will develop preventive maintenance schedules for the main line sewer, manholes, and lift stations. Once these schedules have been developed, they will become an integral part of the CMOM program. All inspections and preventive maintenance schedules once finalized, will be attached to the end of this document for reference. If any revisions are made to the forms or schedules, the newest revision of said document will be inserted into this document and the old document will be taken out.

5.0 Overflow Emergency Response Plan

5.1 Awareness

Emergency contact is the town's Public Works Contractor in case of an emergency situation. The Public Works Contractor is available to handle any emergency repairs after regular business hours, on weekends, or on holidays. We have added an additional person who is employed by Chuck Ferguson and is currently in training, although not yet certified. The town's Emergency Response Plan is current and readily accessible in case of an emergency. The Chain of Command noted in the Plan includes the town board president, public works contractor, other board members, and the fire department.

5.2 Response

When a wastewater spill has been identified that could be a potential hazard to the environment, standard procedures are followed as detailed in the South Dakota Surface Water Discharge Permit.

Notification to state government is made within 24 hours of the initial overflow and any individuals in the immediate area are contacted immediately after discovering the overflow. Samples will be taken, whenever possible, in accordance with the Surface Water Discharge Permit.

5.3 Official Notification

To comply with State law, spills of raw wastewater, whether they originate from a manhole, a broken line, or through a designated bypass, are reported to the South Dakota Department of Agriculture and Natural Resources (SD DANR). Notification of a spill to DANR is made at the time of discovery, but no later than 24 hours after the initial discovery of the spill. All sewer backup calls are immediately assessed to determine if there is a related spill.

All SSO events require direct notification to the SD DANR (605-773-3351) whether or not they reach a watercourse.

5.4 Training

The town contractor has been trained as to the required overflow emergency response plan.

5.5 Emergency Operations

On occasion during emergency events, it is necessary to have repairs performed by approved contractors through an accelerated procurement process using previously negotiated Unit Price Contracts. Town personnel recognize the priority placed on the correction of sewer overflows and respond accordingly.

HERMOSA TOWN BOARD
TUESDAY, FEBRUARY 6, 2024
REGULAR MEETING @ 6.00pm

6A

Postponed !!!

- 1) **ROLL CALL:**
 - A. BOT Roll Call: Ferguson, Henrichsen, Holsworth, Kramer, Styles
 - B. Acknowledgement of other Attendees
 - C. Pledge of Allegiance to be led by Styles
- 2) **CALL FOR CHANGES:**
 - A. Review of current agenda items
 - B. Motion to accept the agenda as presented/amended
- 3) **SPECIAL ITEMS:**
 - A. Meeting Protocol
 - B. Adopt a special rule of order
 - C. Vote to suspend Trustee Holsworth for being disrespectful and calling a board member a name
- 4) **CONSENT CALENDAR :**
 - A. Approval to amend February 15, 2022, BOT minutes as presented
 - B. Approval of the January 23, 2024, Regular meeting minutes and January 26, 2024, Special meeting minutes
- 5) **CONFLICT OF INTEREST DECLARATION:**
- 6) **PLANNING & ZONING:**
 - A. Permit 2024-01 – Plat Application - 14272 Brandon Ct. – Parcels 011873 & 011886 – Re-plat 2 parcels into one
 - X B. Permit 2024-02 – Floodplain Dev. Permit App.– Park Tract 2 - Pending Staff Report from Claycomb Engineering
 - C. Permit 2024-03 – Demolition Permit Application – 220 Folsom St. – Parcel 009258
 - D. Permit 2024-04 – Digging/Grading, Water Connection/Wastewater Connection/Work of Right Away–Parcel 009210– Future Home Construction.
- 7) **CLAIMS:**
 - A. Review payroll and claims
 - B. Motion to approve the claims as presented/amended
- 8) **LAW ENFORCEMENT/ ABATEMENTS/COMPLAINTS:**
 - A. Marshal's Report
 - B. Custer County Log
 - C. Abatements
 - Approval to abate property (Prairie Dogs)
 - Complaint on feral cats
 - Properties, Dumpster
- 9) **LEGAL:**
 - A. Engineer expense reimbursement
 - B. Legal action, 120 2nd St., Ordinance violation
 - C. ACES Engineering, file complaint with SDBTP on lagoon and WRT projects
 - D. Approval to send letter to ACES regarding current Statement
 - E. Contract with Preston's
- 10) **ENGINEER:**
 - A. Approval for KLJ Engineering to develop task orders; Deadline TBD
 1. Lagoon bidding and construction management
 2. Engineering staff reports/office support
 3. Feasibility study for tying into SBHW to submit to SDDANR funding/grants
 4. Feasibility study for placing water, and sewer along Whitney Street from east of the railroad to Highway 79 to submit to SDDANR for funding/grants
 5. Highway 79 sewer repair bidding and construction management
 - B. Comprehensive Plan proposal review
 - C. Approval for Claycomb Engineering to perform floodplain permit requirements for the water/sewer expansion project

HERMOSA TOWN BOARD
THURSDAY FEBRUARY 8, 2024 ✖
SPECIAL MEETING @ 6.00pm

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 2. Engineering staff reports/office support
 3. Feasibility study for tying into SBHW to submit to SDDANR funding/grants
 4. Feasibility study for placing water, and sewer along Whitney Street from east of the railroad to Highway 79 to submit to SDDANR for funding/grants
 5. Highway 79 sewer repair bidding and construction management
 - B. Comprehensive Plan proposal review
 - C. Approval for Claycomb Engineering to perform floodplain permit requirements for the water/sewer expansion project

HERMOSA TOWN BOARD
TUESDAY, FEBRUARY 8, 2024
REGULAR MEETING @ 6:00pm

ROLL CALL: Henrichsen called the meeting to order on Thursday, February 8, 2024, at 6:00 pm with the following members present: Ferguson, Holsworth and Kramer. Styles absent. Pledge of Allegiance led by Henrichsen.

CALL FOR CHANGES: Motion made and seconded to approve agenda as amended with discussion: To move Item 14 D: Resignation acceptance, Jerry Styles to 3D; Table Item 3 C, Item 9, A-E; Item 10, A-C; Item 13, D-F; and eliminate Trustee Input. Vote: 3 ayes, 1 nay, motion carried.

SPECIAL ITEMS: Henrichsen acting president. Henrichsen presented board protocol. Motion made and seconded to accept Styles resignation; vote: 1 nay, 3 ayes, motion carried.

CONSENT CALENDAR: Motion made and seconded to table amending the February 15, 2022, BOT minutes; discussion. Motion made and seconded to amend the initial motion to review, agreed upon with the FO, BOT President, and Trustee Holsworth and then sent to SD DANR; vote; all ayes, motion carried. Vote: on original motion; all ayes, motion carried. Motion made and seconded to approve the January 23, 2024, regular meeting and the January 26, 2024, special meeting minutes; vote: all ayes, motion carried.

CONFLICT OF INTEREST DECLARATION: Holsworth declared conflict on Permit 2024-04.

PLANNING & ZONING: Motion made and seconded to approve Permit 2024-01 – Plat Application - 14272 Brandon Ct. – Parcels 011873 & 011886 – Re-plat 2 parcels into one; vote; all ayes, motion carried. **Permit 2024-02 – Floodplain Dev. Permit App.– Park Tract 2 - Pending Staff Report from Claycomb Engineering.** Permit 2024-03 – Demolition Permit Application – 220 Folsom St. – Parcel 009258 – Dybvig to sign off on Permit 2024-03. Motion made and seconded to approve Permit 2024-04 – Digging/Grading, Water Connection/Wastewater Connection/Work of Right Away–Parcel 009210– Future Home Construction; vote: all ayes, motion carried.

CLAIMS: Motion made and seconded to approve claims as presented; discussion. Motion amended, seconded, to table the payment to KLJ until there is a breakdown of costs; vote; all ayes, motion carried. Vote on original motion: vote: all ayes, motion carried. A & B Business Equipment Inc., Monthly printer/fax, \$558.14; Apex Electrical Solutions, Downstairs kitchen wiring, library exit,ballast, \$557.43; CBH Co-op, Tank rental, 250 Main, \$385.88; Cheryl Neugebauer, Prairie dog control, \$700.00; Chuck Ferguson, Monthly agreement 03/2023, \$3,120.00; City of Hot Springs, Wastewater, \$105.60; Hills Septic, 105,200 Gallons Pumped, \$7,890.00; Johnson Law office, January 2024 services, \$627.00; KLJ Engineering, On Call Service, Lagoon Expansion, \$11,856.50; MG Oil, Garbage services refund, error in charging, \$297.78; Rural development , RD1 loan-February interest/principal, \$1,278.00, RD2 loan-February interest/principal, \$417.00, RD3 loan-February interest/principal, \$222.00; Sander Sanitation, January 2024 services, \$3,924.18; US Bank, DWSRF - February Quarterly Payment, \$1,493.23. **Accounts Payable Total: \$ 33,432.74.** Utility Deposit Refund: Brad Westergard, 21 2nd Street, \$33.04; Terri Schumack, 240 Folsom, \$50.00; Alyssa McLaughlin, 10 West Ct, \$122.47; Kathy Mateer, 170 N Wilder, \$47.79; Miguel Gomez, 2 N 5th St, \$73.53; Florence Hannum, N. 5th St, \$125.00; Dustin Hunsaker, 300 E Main, #64, \$25.26; Jimmy Shankles, 50 N 5th St, \$124.87; Southern Hills RV Park, 24549 Hwy 79, \$47.46; Carrie Crosby, 237 Folsom, \$89.61; Chasen Cole, 465 Manning, \$51.24. **Deposit Refund Total: \$790.27.** Payroll related: Legislative, Financial Administration, Govt Bldgs, \$5,057.84; Water, \$566.33; Sewer, \$269.77; Promoting City/ BBB, \$89.92; South Dakota Retirement System, \$472.80; EFTPS-Electronic Federal Tax, FED/FICA TAX, \$1,709.44; Health pool of SD, Admin single health 02/24, \$995.00. Payroll Total: \$9,161.10. **REPORT TOTAL: \$ 43,384.11.**

LAW ENFORCEMENT/ABATEMENTS/COMPLAINTS: Custer County Sheriff was present at this meeting. Discussion regarding the town hiring a marshal. Committee is still interviewing. Sheriff Mechaley expressed it would be beneficial for the town to have its own marshal rather than contracting with Custer County.

LEGAL: Tabled.

ENGINEER: Tabled.

PUBLIC WORKS: Motion made and seconded to approve Henrichsen to sign the Municipal Maintenance Contract with PACE for camer-ing and jetting in 2024; vote: all ayes, motion carried. Ferguson to request they complete the project be accomplished in Spring of 2024. Motion made and seconded to PACE Contract from the agenda; vote: all ayes, motion carried.

FINANCE OFFICE: No report

HERMOSA TOWN BOARD
TUESDAY FEBRUARY 27, 2024 X
REGULAR MEETING @ 6.00pm

- 1) **ROLL CALL:**
 - A. BOT Roll Call: Ferguson, Henrichsen, Holsworth, Kramer
 - B. Acknowledgement of other Attendees
 - C. Pledge of Allegiance to be led by Henrichsen
- 2) **CALL FOR CHANGES:**
 - A. Review of current agenda items
 - B. Motion to accept the agenda as presented/amended
- 3) **SPECIAL ITEMS:**
 - A. Meeting Protocol
 - B. Adopt a special rule of order
 - C. Vote to suspend Trustee Holsworth for being disrespectful and calling a board member a name
- 4) **CONSENT CALENDAR:**
 - A. Approval to amend February 15, 2022, BOT minutes as presented
 - B. Approval of the February 6, 2024, regular meeting and February 8, 2024, special meeting minutes
- 5) **CONFLICT OF INTEREST DECLARATION:**
- 6) **PLANNING & ZONING:**
 - A. Permit 2024-05 – Permit to work in Right of Way - 850 Marie St. – Parcel 015391 – Place a culvert to enter property.
Approved by Planning - FYI
 - B. Permit 2024-06 – Digging/Grading - 440 Main St. – Parcel 013913 – Pull up concrete slab – Approve by Planning – FYI
 - C. Permit 2024-07- Demolition - 440 Main St. – Parcel 013913 – Demo concrete slab - Approved by Planning – FYI
 - D. Permit 2024-08 – Residential Building Permit – Parcel 009210
 - E. Approval to issue new address for Parcel – 009210
 - F. Approval to issue new address for Park Tract 2
 - G. Permit 2024-09 – Ferguson; Informational Permit
- 7) **CLAIMS:**
 - A. Review and approve KLJ invoices from 2/8/2024, meeting
 - B. Review payroll and claims
Motion to approve as presented/amended
- 8) **LAW ENFORCEMENT/ ABATEMENTS/COMPLAINTS:**
 - A. Marshal's Report
 - B. Custer County Log
 - C. Abatements
Approval to abate property (Prairie Dogs)
Complaint on feral cats
Properties, Dumpster
- 9) **LEGAL:**
 - A. Engineer expense reimbursement
 - B. Legal action, 120 2nd St. ordinance violation
 - C. ACES Engineering, file complaint with SDBTP on lagoon and WRT projects
 - D. Approval to send letter to ACES regarding current Statement
 - E. Contract with Preston's
- 10) **ENGINEER:**
 - A. Approval for KLJ Engineering to develop task orders; Deadline TBD
 1. Lagoon bidding and construction management
 2. Engineering staff reports/office support
 3. Feasibility study for placing water, and sewer along Whitney Street from east of the railroad to Highway 79 to submit to SDDANR for funding/grants
 4. Highway 79 sewer repair bidding and construction management
 - B. Comprehensive Plan proposal review
 - C. Approval for Claycomb Engineering to perform floodplain permit requirements for the water/sewer expansion project

Town of Hermosa

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

FLOODPLAIN DEVELOPMENT PERMIT APPLICATION INFORMATION

DATE 18 Jan 24

AES No.:

PERMIT # 2024-02

Receipt # _____	Cash _____	Check # <u>1383</u>	Application Fee <u>500.00</u>
-----------------	------------	---------------------	-------------------------------

***Please be advised all permits are reviewed by the town engineer; those expenses will be included with the permit fees and applicant will be responsible for those expenses.

OWNER Triple J&K Properties LLC TELEPHONE 605-390-1257

ADDRESS PO Box 300

EMAIL Ksly125907@msio.com

CONTRACTOR Self Jerry Styles

ADDRESS 240 Felsum

PROJECT LOCATION/DIRECTIONS Park Tract 2 see Attached Plat

PROJECT DESCRIPTION

<input type="checkbox"/> Single Family Residential	<input type="checkbox"/> New Construction	<input type="checkbox"/> Channelization
<input type="checkbox"/> Multi-Family Residential	<input type="checkbox"/> Substantial (>50%) Improvements	<input checked="" type="checkbox"/> Fill
<input type="checkbox"/> Manufactured (Mobile) Home	<input type="checkbox"/> Improvements (<50%)	<input type="checkbox"/> Bridge/Culvert
<input type="checkbox"/> Nonresidential	<input type="checkbox"/> Rehabilitation	<input type="checkbox"/> Levee

Other/Explanations Fill Park Tract 2 so every part of Tract 2 is above 1 foot of Flood plain

Project Valuation: _____ Market Value of Structure: N/A all boundaries

FLOOD HAZARD DATA

Watercourse Name _____

The project is proposed in the Floodway No Floodway Fringe Yes

Base (100-year flood elevations(s)) at project site _____

Elevation required for Lowest Floor _____ NAVD/Floodproofing _____ NAVD

Source Documents: Reports/Maps _____

Parcel # _____
FOR OFFICE USE ONLY

(Lot #, Subdivision, City/Town, State)

COMPLETE IF APPLICABLE TO THIS PROJECT

Does this project involve the placement of an external fuel storage tank? NO
Compliance of FEMA regulation CFR44 60.3, (a) (3) requires that all liquid storage tanks be properly anchored.

Does this project involve the placement of a manufactured/mobile home? NO
Compliance of FEMA regulation CFR44 60.3, (b) (8) requires that all manufactured/mobile homes be properly anchored.

JSL
Initial
JSL
Initial
JSL
Initial
JSL
Initial

In accepting this permit, the applicant understands that all conditions of the permit must be met, all other regulatory permits have been obtained, an elevation certificate will be provided once project is completed, and agrees to allow on-site inspections, as needed during or after construction, to determine compliance with this permit.

The applicant also acknowledges that he/she is aware of the risks associated with the above development within the Flood Plain and has evaluated that risk.

The applicant acknowledges that Flood Insurance is available to anyone in an eligible community, which Hermosa is eligible, whether in the Flood Plain or Not.

It's the Applicant's responsibility to provide copies of the approved documents to all architect(s), engineer(s), general contractor(s) and any other interested parties as are appropriate for each job.

Accepted this 18 day of Jan year 2024

[Signature]
(Applicant)

PROPOSAL REVIEW CHECKLIST

- Site development plan is complete and depicts flood hazard.
- Engineering data is provided for proposed map and floodway revision.
- Floodway Certification and data document no increase in flood heights.
- Subdivision proposal minimizes flood damage and protects utilities.
- Lowest floor elevation is 1' above the BFE.
- Manufactured homes meet elevation and anchoring requirements.
- A Floodproofing Certificate certifies floodproofing designs.
- Other: _____

PERMIT ACTION

- PERMIT APPROVED WITH CONDITIONS: The information submitted for the proposed project was reviewed and is in compliance with approved floodplain management standards (site development plans are on file), (Building Site Plan)
- PERMIT DENIED: The proposed project does not meet approved floodplain management standards (explanation is on file).
- VARIANCE GRANTED: A variance was granted from the base (100-year) flood elevations established by FEMA consistent with variance requirements of NFIP regulations Part 60.6 (variance action documentation is on file).

Recommendation by Authorized Staff:

Floodplain Administrator's Signature Date

Comments: See Conditions of Approval - page 4 of 4

COMPLIANCE DOCUMENTATION

_____ MAP REVISION DATA: Certified documentation by a registered professional engineer of as-built conditions for floodplain alterations were received and submitted to FEMA for a flood insurance map revision.

_____ FILL CERTIFICATE: A community official certified the elevation, compaction, slope, and slope protection for all fill placed in the floodplain consistent with NFIP regulations Part 65.5 for map revisions.

_____ ELEVATION AND FLOODPROOFING CERTIFICATES: The as-built elevation of the building's lowest floor was certified as _____ NGVD; or the building's floodproofing level was certified as _____ NGVD by a registered professional engineer or licensed surveyor and is on file.

_____ CERTIFICATE OF OCCUPANCY OR COMPLIANCE ISSUED ON _____ Date

APPROVAL CONDITIONS

(Lot #, Subdivision, City/Town, State)

NOTES:

1. Lowest Floor must be 1-foot above the BFE per local ordinance.
2. An elevation certificate will be required following construction to verify compliance.
3. All fill must be placed in accordance with FEMA requirements and cannot be placed to raise natural grade above BFE.
4. (Stick Built) Recommend that the enclosed AREA meet FEMA defined crawl space requirements. (See Tech Bulletin 11-01, Fig. 3)
5. (Stick Built) Enclosed space below the BFE must be vented in accordance with FEMA requirements.
6. No Mechanical Equipment is allowed below BFE.
7. Lowest floor of attached garage must be above the BFE or will require venting as an enclosed space.
8. Detached Garage is an accessory building and cannot be used for living space and the use cannot be converted at a later time.
9. (Modular) Skirting on modular must meet FEMA definitions of Breakaway Skirting or the enclosed space under the modular must meet FEMA requirements of an Enclosed Area, (Vented).
10. (Modular) Must be Anchored in accordance with FEMA requirements

It is the Owner's and Builder's responsibility to insure ALL FEMA requirements are understood and complied with before beginning construction in the flood plain.

The BFE is calculated but may change if FEMA reviews – this document provides no guarantee that the calculated BFE will match FEMA's determined BFE.

Flood Insurance can be purchased on this structure and should be evaluated by the Owner.

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

PLANNING <input type="checkbox"/> Approved <input type="checkbox"/> Denied	HERMOSA BOARD OF TRUSTEES <input type="checkbox"/> Approved <input type="checkbox"/> Denied
NAME: _____	NAME: _____
TITLE: _____	TITLE: _____
SIGNATURE: _____	SIGNATURE: _____
DATE: _____	DATE: _____
APPLICATION FEE: \$100.00 DATE PAID: _____	DATE PERMIT ISSUED: _____

CLAYCOMB ENGINEERING
815 2nd Street
PO Box 57
FAIRBURN, SD 57738

(605)255-4049
elclaycomb@gmail.com

February 12, 2024

TOWN OF HERMOSA PERMIT #2024-2

FLOODPLAIN ADMINISTRATOR STAFF REPORT: Floodplain Development Permit for placing fill on Park Tract 2 Town of Hermosa.

Physical Conditions

Park Tract 2 is in the flood hazard AE Zone of Rock N R Drainage on the current Flood Insurance Rate Map. A copy of a map from the County GIS shows Park Tract 2 and the existing AE Flood Hazard Zone. The existing ground elevation ranges from about 3 feet above to about 3 feet below the Base Flood Elevation (BFE) of 3339 NAVD88. The hazard zone is essentially a backwater area controlled by the amount of flow that can pass through the culverts beneath Highway 79. There is essentially no velocity of flow and therefore very little probability of scour of fill placed to raise the building pad above the BFE.

Proposed Construction

The Floodplain Development Permit Application calls for placement of fill to raise the minimum elevation of the Tract to 1 foot above the BFE within 10 feet of the property lines.

NFIP Requirements state the following

Where fill is the method of choice, it should be properly designed, installed in layers and compacted. Simply adding dirt to the building site may result in differential settling over time.

The fill should also be properly sloped and protected from erosion and scour during flooding. To provide a factor of safety for the building and its residents, it is recommended that the fill extend 10 – 15 feet beyond the walls of the building before it drops below the BFE.

Ordinance Provisions

The Flood Damage Prevention Ordinance requires that the finished floor of a building be at least 1 foot above the BFE.

Staff Report, Park Tract 2
February 12, 2024

Letter of Map Revision-Fill (LOMR-F)

The grading on Park Tract 2 will modify the AE Zone. This will be adequate to allow the Town to issue building and grading permits, but will not legally move the AE Zone to coincide with the grading. The developer will need to submit the necessary forms, data, and fees to FEMA to obtain a Letter of Map Revision-Fill to legally move the Zone Boundary. A LOMR-F can only be obtained based on as-built conditions.

General Comments about the Application

The property lines of Park Tract 2 shown on the site maps submitted along with the Floodplain Development Permit Application do not match the lot lines shown on the plat of Park Tract 2. I have prepared the map attached to this Floodplain Administrator's Staff Report using the Custer County GIS data. The appropriate location for the lot lines of Park Tract 2 have been added to the map along with other notes.

I have struck out the statement in the Approval Conditions, page 4 of 4, that fill cannot be placed to raise natural grade above BFE. This statement is not part of the Flood Damage Prevention Ordinance, but has been on the printed form for as long as I have worked with the Town. I have also filled in missing information on the application form.

Recommendations

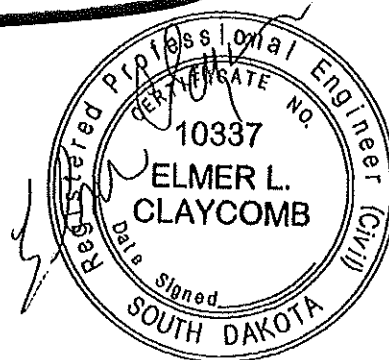
The Floodplain Development Permit is recommended for approval. *

Elmer Claycomb, P.E.
Floodplain Administrator

Attachments:

GIS Map Showing Location of Project

Approved Permit Application



APPROXIMATE
LOCATION 18"
CULVERT. DO NOT
OBSTRUCT FLOW
PATH

WALTER STREET
CONSTRUCTION RAISED
ABOVE AE ZONE

02% ANNUAL
CHANCE FLOOD
HAZARD

AE ZONE, 1%
ANNUAL CHANCE
FLOOD HAZARD

PARK
TRACT 2

WALTER ST

015194

015172

015171

015170

015192

BASE MAP FROM CUSTER
COUNTY GIS DATA

5188

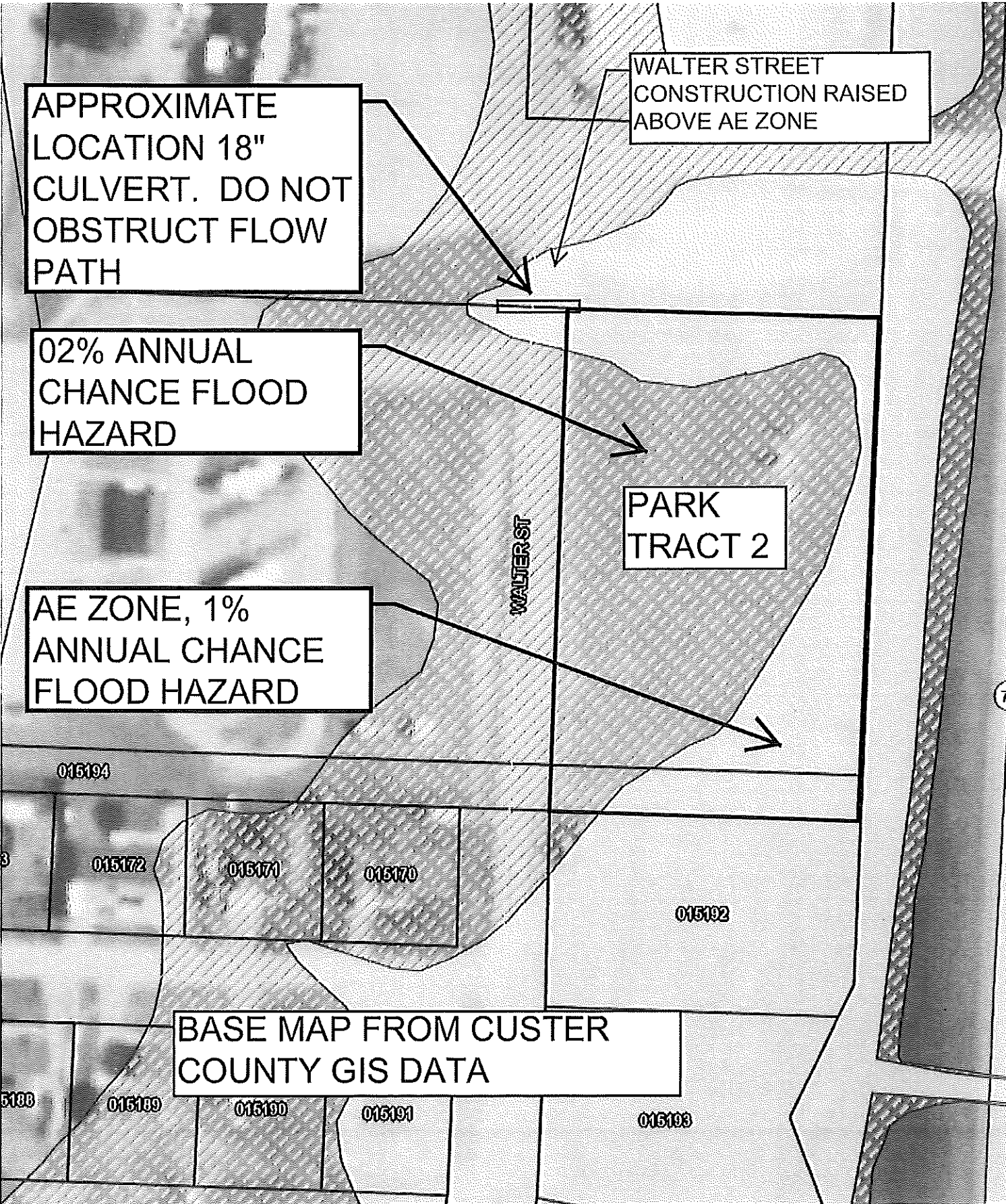
015189

015190

015191

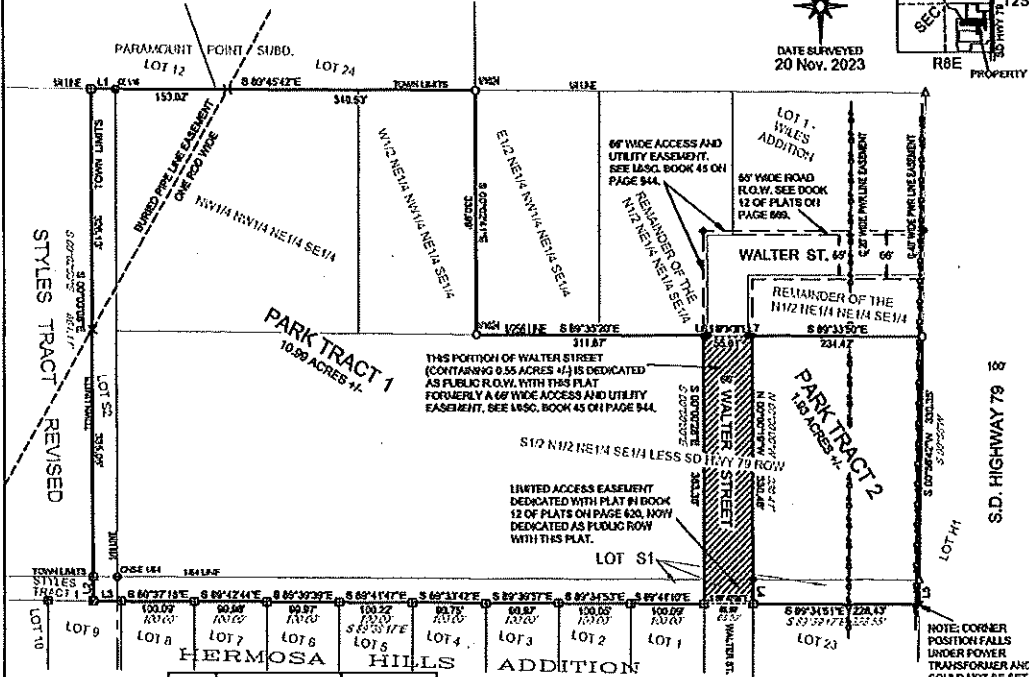
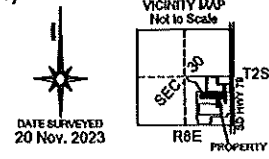
015193

7

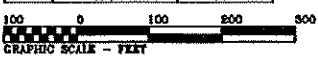


**A PLAT OF
PARK TRACT 1 AND PARK TRACT 2, LOCATED IN THE NW1/4 NW1/4 NE1/4
SE1/4, THE W1/2 NE1/4 NW1/4 NE1/4 SE1/4, AND THE S1/2 N1/2 NE1/4
SE1/4 LESS S.D. HIGHWAY 79 R.O.W., ALL IN SECTION 30, T2S, R8E, BHM,
TOWN OF HERMOSA, CUSTER COUNTY, SOUTH DAKOTA
FORMERLY LOT S1, LOT S2, THE NW1/4 NW1/4 NE1/4 SE1/4, THE W1/2 NE1/4 NW1/4 NE1/4 SE1/4, AND
THE S1/2 N1/2 NE1/4 SE1/4 (LESS SD HWY 79 ROW)**

NOTE: FOR A PLAT OF
LOT 111 SEE BOOK 3 OF
PLATS ON PAGE 108



Course	Bearing	Distance
L1	S 89°10'51" E	32.99
L2	S 89°21'03" E	32.02
L3	S 89°17'45" W	32.04
L4	S 89°25'51" E	31.02
L5	S 89°30'57" E	31.04
L6	S 89°35'17" E	31.02
L7	N 00°00'35" W	32.94
L8	N 00°00'35" W	32.94
L9	N 00°00'35" W	32.94
L10	N 00°00'35" W	32.94
L11	N 00°00'35" W	32.94
L12	N 00°00'35" W	32.94
L13	N 00°00'35" W	32.94
L14	N 00°00'35" W	32.94
L15	N 00°00'35" W	32.94
L16	N 00°00'35" W	32.94
L17	N 00°00'35" W	32.94



BASES OF BEARING - GPS OBSERVATION
at an 8 09' 14.22" E 1293.65' from the SW
corner of Park Tract 1.
OPUS STATIO SOLUTION NAD83(2011)
LAT: 43°50'30.00263"
LONG: -103°12'12.40328"

- LEGEND**
- Found rebar with Al cap marked "ANDERSEN PLS 2842"
 - Found rebar with plastic cap marked "DRV LS 10656"
 - Found rebar with plastic cap marked "ANDERSEN 121"
 - Found rebar with plastic cap marked "HILTON 2696"
 - Set rebar with aluminum cap marked "ANDERSEN ENO PLS 5006"
 - △ Found rebar with plastic cap marked "PROP COR LS 2695"
 - ◆ Found rebar with plastic cap marked "ANDERSEN PLS 2842"
 - Stand labeling denotes record calls
 - X Angle point not monumented
 - Overhead power line

NOTE: 10 FEET EACH SIDE OF REAR AND SIDE LOT LINES ARE RESERVED FOR UTILITY EASEMENTS. IF THE LINE ADJUTS LANDS NOT SUBDIVIDED UNDER THE PROVISIONS OF CUSTER COUNTY SUBDIVISION ORDINANCE #2, THE ENTIRE 20 FOOT EASEMENT WILL BE TAKEN FROM THE LOT.

An area of special flood hazard exists within this subdivision according to Flood Hazard Insurance Rate Map Panel No. 460300006, effective date: Jan. 6, 2012. The placement of any new construction, substantial improvements, or another development within the 100-year flood plain as designated by the County's Flood Insurance Rate Maps and Flood Boundary and Floodway Maps, shall be in conformity with Custer County's Flood Ordinance.

WATER PROTECTION STATEMENT
Pursuant to SDCL 11-3-8.1 and 11-3-8.2, the developer of the property described within this plat shall be responsible for protecting any waters of the state, including groundwater, located adjacent to or within such platted area from pollution from sewage from each subdivision and shall in prosecution of such protection, conform to and follow all regulations of the South Dakota Department of Agriculture and Natural Resources relating to the same.

CERTIFICATE OF SURVEYOR
I, John D. Andersen, Registered Land Surveyor No. 5908 in the State of South Dakota, do hereby certify that, being so authorized, I have prepared the within plat of land shown and described hereon from notes taken during an actual survey made by me or under my direct supervision, and that to the best of my knowledge and belief, the same is a true and correct representation of said survey.
IN WITNESS WHEREOF, I hereunto set my hand and seal this _____ day of _____, 2023.

PRELIMINARY FOR CLIENT REVIEW

John D. Andersen Surveyor No. 5908

Prepared by
ANDERSEN ENGINEERS
Land Surveyors

Drawn by _____ Date _____ P.O. Box 446

Town of Hermosa

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

FLOODPLAIN DEVELOPMENT PERMIT APPLICATION INFORMATION

AES No.:

DATE 18 Jan 24

PERMIT # 2024-02

Receipt # _____	Cash _____	Check # <u>1383</u>	Application Fee <u>500.00</u>
-----------------	------------	---------------------	-------------------------------

***Please be advised all permits are reviewed by the town engineer; those expenses will be included with the permit fees and applicant will be responsible for those expenses.

OWNER Triple J&K Properties LLC TELEPHONE 605-390-1257

ADDRESS PO Box 300

EMAIL Ksly123907@msio.com

CONTRACTOR Self Terry Styber

ADDRESS 240 Felsum

PROJECT LOCATION/DIRECTIONS Park Tract 2 see Attached Plot

PROJECT DESCRIPTION

- | | | |
|---|--|--|
| <input type="checkbox"/> Single Family Residential | <input type="checkbox"/> New Construction | <input type="checkbox"/> Channelization |
| <input type="checkbox"/> Multi-Family Residential | <input type="checkbox"/> Substantial (>50%) Improvements | <input checked="" type="checkbox"/> Fill |
| <input type="checkbox"/> Manufactured (Mobile) Home | <input type="checkbox"/> Improvements (<50%) | <input type="checkbox"/> Bridge/Culvert |
| <input type="checkbox"/> Nonresidential | <input type="checkbox"/> Rehabilitation | <input type="checkbox"/> Levee |

Other/Explanations Fill Park Tract 2 so every part of Tract 2 is above 1 foot of flood plan

Project Valuation: _____ Market Value of Structure: N/A all boundaries

Parcel # _____
 Park Tract 2
 FOR OFFICE USE ONLY

FLOOD HAZARD DATA

Watercourse Name ROCK N R DRAINAGE

The project is proposed in the Floodway No Floodway Fringe Yes

Base (100-year flood elevations(s)) at project site 3339.0

Elevation required for Lowest Floor _____ NAVD/Floodproofing _____ NAVD

Source Documents: Reports/Maps LOMR 14-08-0158P

PARK TRACT 2, HERMOSA, SD

COMPLETE IF APPLICABLE TO THIS PROJECT

Does this project involve the placement of an external fuel storage tank? NO
Compliance of FEMA regulation CFR44 60.3, (a) (3) requires that all liquid storage tanks be properly anchored.

Does this project involve the placement of a manufactured/mobile home? NO
Compliance of FEMA regulation CFR44 60.3, (b) (8) requires that all manufactured/mobile homes be properly anchored.

[Handwritten initials]
Initial

In accepting this permit, the applicant understands that all conditions of the permit must be met, all other regulatory permits have been obtained, an elevation certificate will be provided once project is completed, and agrees to allow on-site inspections, as needed during or after construction, to determine compliance with this permit.

[Handwritten initials]
Initial

The applicant also acknowledges that he/she is aware of the risks associated with the above development within the Flood Plain and has evaluated that risk.

[Handwritten initials]
Initial

The applicant acknowledges that Flood Insurance is available to anyone in an eligible community, which Hermosa is eligible, whether in the Flood Plain or Not.

[Handwritten initials]
Initial

It's the Applicant's responsibility to provide copies of the approved documents to all architect(s), engineer(s), general contractor(s) and any other interested parties as are appropriate for each job.

Accepted this 18 day of Jan year 2024.

[Handwritten signature]

(Applicant)

PROPOSAL REVIEW CHECKLIST

- _____ Site development plan is complete and depicts flood hazard.
- _____ Engineering data is provided for proposed map and floodway revision.
- _____ Floodway Certification and data document no increase in flood heights.
- _____ Subdivision proposal minimizes flood damage and protects utilities.
- _____ Lowest floor elevation is 1' above the BFE.
- _____ Manufactured homes meet elevation and anchoring requirements.
- _____ A Floodproofing Certificate certifies floodproofing designs.
- _____ Other: _____

PERMIT ACTION

- PERMIT APPROVED WITH CONDITIONS: The information submitted for the proposed project was reviewed and is in compliance with approved floodplain management standards (site development plans are on file), (Building Site Plan)
- _____ PERMIT DENIED: The proposed project does not meet approved floodplain management standards (explanation is on file).
- _____ VARIANCE GRANTED: A variance was granted from the base (100-year) flood elevations established by FEMA consistent with variance requirements of NFIP regulations Part 60.6 (variance action documentation is on file).

Recommendation by Authorized Staff:

[Handwritten signature] **FEBRUARY 13/2024**

Floodplain Administrator's Signature Date

Comments: See Conditions of Approval - page 4 of 4

COMPLIANCE DOCUMENTATION

_____ MAP REVISION DATA: Certified documentation by a registered professional engineer of as-built conditions for floodplain alterations were received and submitted to FEMA for a flood insurance map revision.

_____ FILL CERTIFICATE: A community official certified the elevation, compaction, slope, and slope protection for all fill placed in the floodplain consistent with NFIP regulations Part 65.5 for map revisions.

_____ ELEVATION AND FLOODPROOFING CERTIFICATES: The as-built elevation of the building's lowest floor was certified as _____ NGVD; or the building's floodproofing level was certified as _____ NGVD by a registered professional engineer or licensed surveyor and is on file.

_____ CERTIFICATE OF OCCUPANCY OR COMPLIANCE ISSUED ON _____ Date

APPROVAL CONDITIONS

PARK TRACT 2, HERMOSA, SD

NOTES:

1. Lowest Floor must be 1-foot above the BFE per local ordinance.
2. An elevation certificate will be required following construction to verify compliance.
3. All fill must be placed in accordance with FEMA requirements ~~and cannot be placed to raise natural grade above BFE.~~
4. (Stick Built) Recommend that the enclosed AREA meet FEMA defined crawl space requirements. (See Tech Bulletin 11-01, Fig. 3)
5. (Stick Built) Enclosed space below the BFE must be vented in accordance with FEMA requirements.
6. No Mechanical Equipment is allowed below BFE.
7. Lowest floor of attached garage must be above the BFE or will require venting as an enclosed space.
8. Detached Garage is an accessory building and cannot be used for living space and the use cannot be converted at a later time.
9. (Modular) Skirting on modular must meet FEMA definitions of Breakaway Skirting or the enclosed space under the modular must meet FEMA requirements of an Enclosed Area, (Vented).
10. (Modular) Must be Anchored in accordance with FEMA requirements

It is the Owner's and Builder's responsibility to insure ALL FEMA requirements are understood and complied with before beginning construction in the flood plain.

The BFE is calculated but may change if FEMA reviews – this document provides no guarantee that the calculated BFE will match FEMA's determined BFE.

Flood Insurance can be purchased on this structure and should be evaluated by the Owner.

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

<p style="text-align: center;">PLANNING</p> <p style="text-align: center;"><input type="checkbox"/> Approved <input type="checkbox"/> Denied</p> <p>NAME: _____</p> <p>TITLE: _____</p> <p>SIGNATURE: _____</p> <p>DATE: _____</p> <p>APPLICATION FEE: \$100.00 DATE PAID: _____</p>	<p style="text-align: center;">HERMOSA BOARD OF TRUSTEES</p> <p style="text-align: center;"><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>
---	---

RESIDENTIAL BUILDING PERMIT APPLICATION

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

6B

DATE 11-17-24

PERMIT # 2024-46

Receipt # _____ Cash _____ Check # 01063 Amount 75.00 (\$75.00)

** PLEASE INCLUDE TO-SCALE DRAWINGS **

Is Property in the Flood Plain? ___ Yes No Zoning District R1

IF YES – YOU NEED A FLOODPLAIN DEVELOPMENT PERMIT

APPLICATION SUBMITTED BY:

Property Owner Name(s) Ray & Malena Weller
 Mailing Address PO BOX 213
 City Hermosa State SD Zip 57744
 Email 1849.pocket@gmail.com
 Phone # Home → Cell (605) 209-3945 Work N/A

LEGAL DESCRIPTION

Subdivision name: _____ Lot# 24 & 25 Block 6 Lot Size .413 acres
 Zoning District R1 Is this property in the Flood Plain? Yes ___ No
 Building address: 242 Viles St. Hermosa SD 57744

CLASS OF WORK TO BE DONE

New structure Demolition Remodel _____ Addition _____
 Residential: Single Family _____ Accessory _____ Multi-Family _____
 Proposed Use Building: Shop building
 Building Area (Sq. Ft.): 480 Height: 17' # of Units 1
 No. of Stories: 1.5 No. of Bathrooms: 0 Deck: 0 Deck Area (Sq. Ft.): _____

Parcel # 009191
OFFICE USE ONLY

SETBACK FROM LOT LINES:

FEET

CITY MINIMUM

Front <u>South</u>	<u>38'</u>	*Applicable Zoning District (20'/25')
Rear <u>North</u>	<u>41'</u>	(5'/8'/15')
Sides <u>East</u>	<u>5'</u>	(8'/10'/25')

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

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

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

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

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

TYPE OF CONSTRUCTION

Wood Concrete Block _____ Brick _____ Modular _____ Other _____

FOUNDATION

Thickness of Foundation _____ Thickness of footings 1' Width of Footings 1' Depth 4"
 Pier Foundation System: _____ Diameter of pier _____ Spacing of piers _____

CONTRACTOR INFORMATION

Contractors must all be registered with the Town of Hermosa

Contractors	Company Name	Phone #
General	Self	
Structural		
Electrical		
Plumbing		
Heat/Mechanical		
Framing		
Drywall		
Siding		
Roofing		
Concrete		
Excavation		

*Appropriate drainage must be maintained.

Are there any of the following on site: Hazardous materials Yes _____ No
 Lead paint Yes _____ No
 Asbestos Yes _____ No

Does the building have a Historical Designation: Yes _____ No

Current utilities on site: Gas _____ Water _____ Electricity _____ Municipal Sewer _____ Septic _____

Proposed utilities: Using existing electric tied into subpanel from house.

INSTALLING A NEW WATER METER? YES/NO WATER METERS WILL BE PROVIDED BY THE TOWN OF HERMOSA AT COST TO APPLICANT. CURRENT METER COST \$200.00 To be assessed with Building Fee Calculations.

Describe Work: All work to be done by property owner (myself). I am replacing preexisting building & cement pad to be the same as before; the only alteration being to loft in the trusses above.

Drainage on property must not affect neighboring lots and/or town right-of-way.

- ✓ TOTAL COST ESTIMATE OF IMPROVEMENTS: \$ \$ 31,589.00
- ✓ TOTAL LOT AREA (length x width): 58628 sq. ft.
- ✓ TOTAL LOT COVERAGE (Structures): 2,900 sq. ft.
- ✓ % OF LOT COVERAGE: 5.5 %

Town of Hermosa

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

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

Email: town@hermosasd.com

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

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

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

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

A CERTIFICATE OF OCCUPANCY MUST BE OBTAINED BEFORE OCCUPYING THE STRUCTURE.

X Roy Weiler Yvonne Weller
Signature(s) of Owner(s) (If Owner Builder)

11-17-24
Date

X _____
Signature(s) of Contractor/Authorized Agent

Date

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

PLANNING COMMISSION	HERMOSA BOARD OF TRUSTEES
<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied	<input type="checkbox"/> Approved <input type="checkbox"/> Denied
NAME: <u>Jill Dybvig</u>	NAME: _____
TITLE: <u>Administrative Assistant</u>	TITLE: _____
SIGNATURE: <u>Jill Dybvig</u>	SIGNATURE: _____
DATE: <u>12-5-2024</u>	DATE: _____
APPLICATION FEE: <u>\$75.00</u> DATE PAID: <u>12-5-2024</u>	DATE PERMIT ISSUED: _____

RESIDENTIAL SITE PLAN REQUIREMENTS

THIS CHECKLIST MUST BE COMPLETED AND RETURNED WITH THIS APPLICATION.

****REQUIRED** - PLEASE NOTE: Incomplete plans will be returned to applicant for resubmission.**

As per zoning ordinance do not cover more than 40% of lot.
General Site plan drawn to scale (1" = 20" preferred)

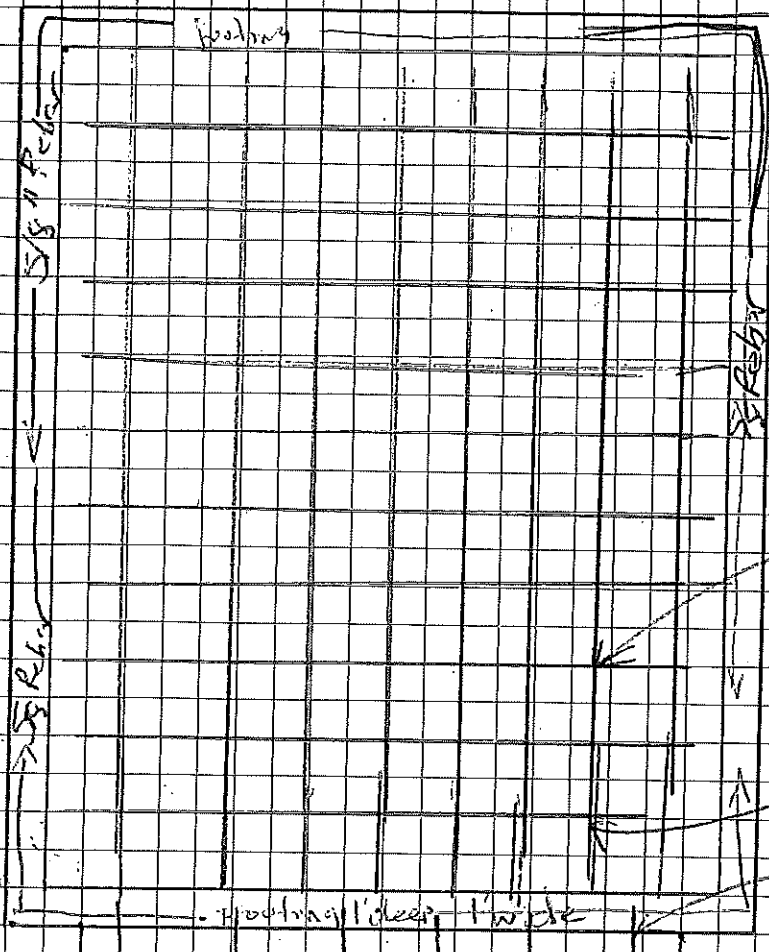
- 1. Show scale
- 2. Show North arrow
- 3. Lot dimensions, property lines
- 4. All existing structure and their distances to property lines
- 5. All new structures and distances to property lines **(VERIFY SETBACKS). THIS INCLUDES ALL DECKS!!!!**
- 6. Additions to existing structure and distances to property lines **(VERIFY SETBACKS)**
- 7. Building dimensions
- 8. Adjacent roads
- 9. Driveways – Indicate Curb & Gutter or **CULVERT INFORMATION IS A REQUIREMENT!**
- 10. Parking spaces – if applicable
- 11. Show location of all utilities
 - 1. Electric
 - 2. Water
 - 3. Sewer
- 12. Show exact location of Curb Stop and Sewer Clean Out (measurement from property lines)
- 13. Well location – if applicable
- 14. Septic location – if applicable
- 15. Footing Detail and Foundation Plan – **MUST BE INCLUDED!**
- 16. Drainage _____
- 17. Other _____

Additional information that may be required

- B. Complete Mechanical Floor Plan
- C. Wall Section and Full Sections
- D. Open water areas, (streams, creeks, and natural drainage ways)
- E. Are you in the Flood Plain?

Parcel #009191 - 242 Vilas St.





— Footing 12" deep
 & wide Along
 perimeter
 — 5" Thick in
 Center

1/2" Rebar
 tied @ every
 joint,
 Doubled @
 Apron &
 5/8" drilled
 & tied into
 Apron and
doubled in footing

Apron / Rebar

28"

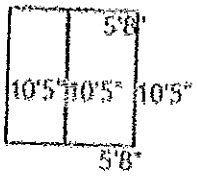
ALLEY

N

Electrical

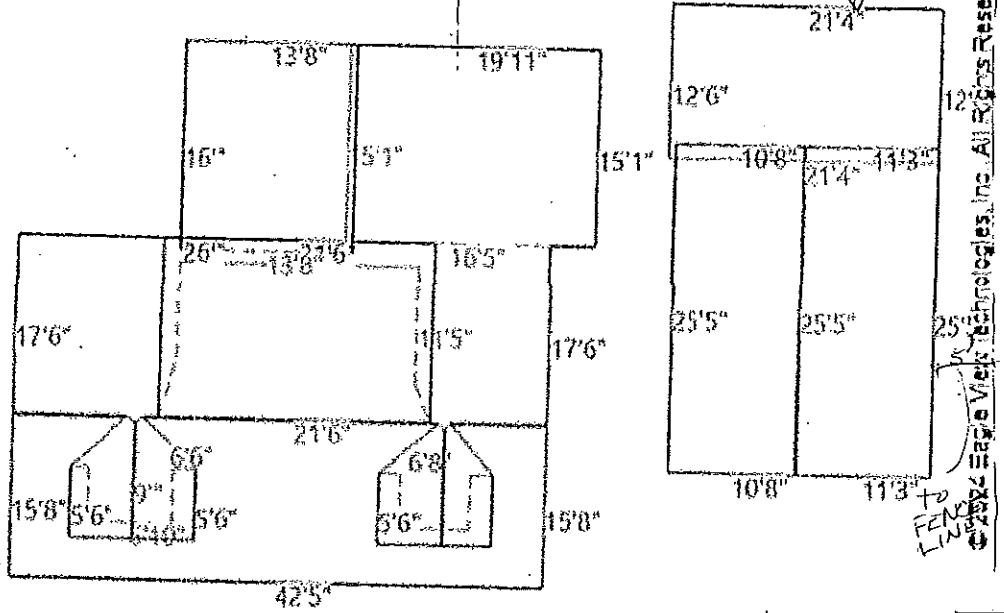
42' to ALLEYWAY

elling - House Exterior



W

E



© Eagle View Technologies, Inc. All Rights Reserved
TO FENCE LINE

Total lot area (LxW) = 56,628
 Total lot coverage (LxW) = 2900
 % of lot coverage = 5.5%

10' = 64'



S

House Exterior



GC

CONSULTING SERVICES AGREEMENT

CLIENT	Town of Hermosa	Project Name	Comprehensive Plan Update
Address	PO Box 298		
	230 Main Street		
	Hermosa, SD 57744	Project Location	Hermosa, SD
Telephone	(605) 255-4291		
Client Contact	Linda Kramer, President	Consultant PM	Anthony L. Theodorou PE
Client Job No.		Consultant Job No.	

This Agreement is made by and between the Town of Hermosa, SD, hereinafter called "Client," and Alfred Benesch & Company, hereinafter called "Consultant", for professional consulting services as specified herein. Consultant agrees to provide Client with requested consulting services more specifically described as follows (or shown in Attachment A):
Provide a Comprehensive Plan update to the local government documents that regulate development. Update Master Plan land use and zoning maps. Ensure the Town's built form and economic development are understandable, sustainable and resilient.
Coordinate with Pennington County planning and zoning to ensure comp plan update compatibility in order to acquire an extraterritorial jurisdiction agreement with Pennington County.

The General Conditions and the following Attachments are hereby made a part of the Agreement:

- Attachment A: Scope of Services and Fee Estimate
 - Attachment B: Schedule of Unit Rates
 - Attachment C: _____
- or
- Exhibit A: Work Authorizations specifying Method of Payment, Scope, and Fee

By signing this Agreement, Client acknowledges that it has read and fully understands this Agreement and all attachments thereto. Client further agrees to pay Consultant for services described herein upon receipt of invoice by Client for the Consultant's estimated fee as described below:

- By Lump Sum: \$6,500.00.
- By Time and Materials: \$ ____.
- By Other Payment Method (See Attachment ____): \$ ____.
- As shown on serially numbered Work Authorizations Using Exhibit A

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement:

CLIENT	ALFRED BENESCH & COMPANY
BY: _____	BY: _____
AUTHORIZED REPRESENTATIVE	AUTHORIZED REPRESENTATIVE
PRINT NAME: _____	PRINT NAME: <u>Anthony Dirks</u>
TITLE: _____	TITLE: <u>Senior Vice President</u>
DATE: _____, 20____	DATE: <u>December 12</u> , 20 <u>24</u>
	BENESCH OFFICE: <u>Lincoln</u>
	ADDRESS: <u>825 M. Street, Suite 100</u>
	<u>Lincoln, NE 68508</u>

PLEASE SIGN AND RETURN ONE COPY TO ALFRED BENESCH & COMPANY (ADDRESS ABOVE).



STANDARD TERMS AND CONDITIONS

SECTION 1 – Services by Consultant

1.1 General

Consultant shall provide services under this Agreement only upon request of the Client, and only to the extent defined and required by the Client. These services may include the use of outside services, outside testing laboratories, and special equipment.

Attachments to this Agreement are as identified on the signature page to this Agreement or using serially numbered Work Authorizations, and with these GENERAL CONDITIONS, are all as attached hereto, and made a part of this Agreement.

1.2 Scope of Services and Fees

The services to be performed by Consultant and the associated fee are attached hereto and made a part of this Agreement or by using serially numbered Work Authorizations, all as identified on the signature page to this Agreement, and shall be performed by the Consultant in accordance with the Client's requirements. The Scope of Services and Fee Estimate (Attachment A) is valid for sixty (60) days, after which Consultant reserves the right to revise the Scope or Fee Estimate.

It is mutually understood that Consultant's fee is not a firm contractual amount, except the total fee by the Consultant shall not be exceeded unless authorized in writing by the Client. The intent of the Scope of Services is to identify the services to be provided by Consultant. However, it is specifically understood that by written notice to Consultant, Client can decrease or, with concurrence of Consultant, increase the Scope of Services.

SECTION 2 – Payments to Consultant

2.1 Method of Payment

Payment for Consultant's personnel services and direct expenses shall be based on the Method of Payment which is identified on the signature page to this Agreement or serially numbered Work Authorizations, attached hereto, and made a part of this Agreement.

2.2 Payment for Personnel Services

2.2.1 Payment

Payment for the services rendered by Consultant's personnel shall be based on the hours of chargeable time and in accordance with Consultant's Schedule of Unit Rates, which is identified on the signature page to this Agreement and attached hereto, and made a part of this Agreement.

2.2.2 Chargeable Time

Chargeable time for Consultant's personnel is that portion of their time devoted to providing services requested by Client. Chargeable time for field personnel located away from Consultant's office for more than one week is a minimum of eight hours per day and five days per calendar week, except for Consultant observed legal holidays or during an employee's sick leave or vacation time. Travel

time from Consultant's office to an assigned work site, and return to Consultant's office, is chargeable time; or if more economical for Client, Consultant shall lodge its personnel overnight near the work site in lieu of traveling back to Consultant's office at the end of each work day.

2.2.3 Overtime Rates

The basis for payment to Consultant for each hour worked in excess of forty (40) hours in any calendar week shall be the applicable hourly rate as specified in the Schedule of Unit Rates.

2.3 Payment for Direct Expenses

2.3.1 Payment

For Direct Expenses incurred by Consultant, payment to Consultant by the Client shall be in accordance with Consultant's Schedule of Unit Rates.

2.3.2 Direct Expenses

For the purposes of this Agreement, Direct Expenses to be contracted and managed by Consultant and payable by Client to Consultant shall include: Outside Services including the services and reimbursable expenses for firms other than Consultant which are necessary for the work the Consultant is directed to perform; Laboratory Tests and related reports necessary for the work the Consultant is directed to perform, either by the Consultant or by an outside service for the Consultant; Special Equipment expenses including the costs of the Consultant locating, acquiring, leasing, or renting any equipment or facilities not currently owned, leased, or rented by Consultant at the time of the request for services which are necessary to enable Consultant to provide the services requested; vehicles furnished by Consultant for Consultant's authorized travels and for Consultant's field personnel; Per Diem expense or actual costs of maintaining Consultant's field personnel on or near the Project site, for each day of field assignment away from Consultant's office; and Other Direct Expenses associated with all services provided hereunder and identified in the Schedule of Unit Rates.

2.4 Payment Conditions

2.4.1 Consultant shall submit monthly invoices for all personnel services and direct expenses under this Agreement and a final invoice upon completion of services.

2.4.2 Invoices are due and payable upon receipt by Client. Interest at a rate of 1.5% per month, or the maximum allowed by law, will be charged on all past due amounts starting thirty (30) days after date of invoice. Payments will first be credited to interest and then to principal.

2.4.3 In the event of a disputed or contested invoice, Client must provide written notice to Consultant within ten (10) days of the date of any invoice, otherwise the invoice will be considered to be correct. In the event Client timely submits in writing a dispute on a particular invoice, only that portion so contested will be withheld from payment and the Client will pay the undisputed portion. No interest will accrue on any reasonably contested portion of the invoice until mutually resolved.

2.4.4 If Client fails to make payment in full to Consultant of amounts owed pursuant to this Section 2 within forty-five (45) days of the date of the invoice, Consultant may, after giving seven (7) days' written notice to Client, suspend services under this Agreement until paid in full, including interest. Consultant shall have no liability to Client for delays or damages caused by such suspension of services. Client agrees to pay all costs of collection, including reasonable attorney's fees, incurred by Consultant as a result of Client's failure to make payments in accordance with this Agreement. No final plans, documents or reports will be released for any purpose until Consultant has been paid in full.

2.4.5 The billing rates specified in the Schedule of Unit Rates for subsequent years shall be adjusted annually in accordance with Consultant's costs of doing business, subject to Client's review and concurrence.

SECTION 3 - Term of Agreement

3.1 Term

Consultant's obligations to perform under this Agreement shall extend from the date of execution until terminated by either party.

3.2 Abandonment of Work

Client shall have the absolute right to abandon any work requested hereunder or to change the general scope of the work at any time, and such action on its part shall in no event be deemed a breach of contract.

3.3 Termination of Agreement

3.3.1 Termination with Cause

The obligation to provide further services under this Agreement may be terminated with cause by either party by written notice stating the basis for the termination and providing 7 days to cure. The termination will be effective seven (7) days after delivery of written notice thereof if the basis for the termination has not been cured. In the event of termination by Consultant caused by failure of the Client to perform in accordance with the terms of this Agreement, Client shall pay for all services performed prior to the effective date of the termination, including all project termination expenses, collection fees and legal expenses. Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination, and provide information and documents developed under the terms of this Agreement to the Client upon receipt of final payment. In the event of termination by the Client caused by failure by Consultant to perform in accordance with the terms of this Agreement, Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination and provide information and documents developed under the terms of this Agreement to the Client. Upon receipt of all other information and documents, Client shall pay Consultant for services performed prior to the effective date of the termination.

3.3.2 Termination without Cause

Either party may, at its sole discretion, terminate this

Agreement without cause at any time. In the event of such termination, the terminating party will promptly notify and confirm the termination in writing to the other party. The termination will be effective seven (7) days after delivery of written notice thereof. Upon termination, Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination, and provide information and documents developed under the terms of this Agreement to the Client upon receipt of final payment.

3.4 Payment for Work Upon Abandonment or Agreement Termination

If Client abandons requested work or terminates this Agreement, Consultant shall be paid on the basis of work completed to the date of abandonment or effective date of termination. Consultant shall perform no activities other than reasonable wrap-up activities after receipt of notice of abandonment or termination. Payment for the work shall be as established under Section II.

SECTION 4 - General Considerations

4.1 Assignment and Responsibility for Personnel

4.1.1 The assignment of personnel and all phases of the undertaking of the services which Consultant shall provide hereunder shall be subject to the oversight and general guidance of Client.

4.1.2 While upon the premises of Client or property under its control, all employees, agents, and subconsultants of Consultant shall be subject to Client's rules and regulations respecting its property and the conduct of its employees thereon.

4.1.3 However, it is understood and agreed that in the performance of the work and obligations hereunder, Consultant shall be and remain an independent Consultant and that the employees, agents or subconsultants of Consultant shall not be considered employees of or subject to the direction and control of Client. Consultant shall be responsible for the supervision and performance of all subconsultants which are to perform hereunder.

4.2 Insurance

4.2.1 Consultant shall furnish Client a certificate of insurance upon request showing amounts and types of insurance carried by Consultant, which certificate shall contain a commitment by the Insurance Company that during the time any work is being performed by Consultant under this Agreement it will give Client notice of cancellation or non-renewal of the insurance coverage shown on such certificates in accordance with policy provisions.

4.2.2 Any construction contracts relative to Consultant's Services shall require that the Client and Consultant be included as additional insureds on the contractor's and contractor's subcontractors' commercial general liability and commercial automobile liability insurance policies and that the coverage afforded Client and Consultant is primary to any insurance maintained by Client or Consultant and that Client and Consultant's insurance is non-contributory with any coverage afforded by contractor and subcontractors. Client will also require contractor and all subcontractors to purchase and maintain workers' compensation and employer's liability insurance.

Consultant will name the Client as additional insured on Consultant's commercial general liability insurance.

4.3 Successors and Assigns

4.3.1 Client and Consultant each binds itself and its partners, successors, executors, administrators, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement.

4.3.2 Neither Consultant nor Client shall assign or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other party, except as stated in paragraph 4.3.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Consultant from employing such independent consultants, associates, and subconsultants as it may deem appropriate to assist in the performance of services hereunder.

4.3.3 Nothing herein shall be construed to give any rights or benefits hereunder to any one other than Client and Consultant except as otherwise provided herein.

4.4 Compliance with Law

4.4.1 Consultant shall exercise the professional standard of care to comply with, and cause its subconsultants to comply with, applicable Federal, state, and local laws, orders, rules, and regulations in effect at the time services are rendered, and relating to the performance of the services Consultant is to perform under this Agreement. If the Scope of Services requires Consultant to prepare an application for a permit, Consultant does not represent or warrant that said permit or approval will be issued by any governmental body.

4.4.2 Neither the Consultant nor the Consultant's agents or employees shall discriminate against any employee or applicant for employment to be employed in the performance of this Agreement with respect to hiring, tenure, terms, conditions, or privileges of employment, because of race, color, religion, sex, or national origin.

4.5 Ownership and Reuse of Documents

4.5.1 All drawings, specifications, test reports, and other materials and work products which have been prepared or furnished by Client prior to this Agreement shall remain Client's property. Consultant shall be permitted to rely on Client furnished documents and Client shall make available to Consultant copies of these materials as necessary for the Consultant to perform the services requested hereunder.

4.5.2 All drawings, specifications, test reports, and other materials and work products, including computer aided drawings, designs, and other data filed on electronic media which will be prepared or furnished by Consultant (and Consultant's independent professional associates and subconsultants) under this Agreement, are instruments of

service in respect to the Project and Consultant shall retain an ownership and property interest therein whether or not the Project is completed. Client may make and retain copies for information and reference in connection with the use and the occupancy of the Project by Client and others; however, such documents are not intended or represented to be suitable for reuse by Client or others acting on behalf of Client on extensions of the Project or on any other project. Further, Consultant makes no warranty as to the compatibility of computer data files with computer software and software releases other than that used by Consultant in performing services herein, and to the condition or availability of the computer data after an acceptance period of thirty (30) days from delivery to Client. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Consultant or to Consultant's independent professional associates or subconsultants, and Client shall indemnify and hold harmless Consultant and Consultant's independent professional associates and subconsultants from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Consultant to further compensation at rates to be agreed upon by Client and Consultant.

4.6 Consultant's Personnel at Project Site

4.6.1 The presence or duties of the Consultant personnel at a Project site, whether as onsite representatives or otherwise, do not make the Consultant or its personnel in any way responsible for those duties that belong to the Client and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the project documents and any health or safety precautions required by such construction work. The Consultant and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor or other entity or any other persons at the site except Consultant's own personnel.

4.6.2 To the extent Consultant's Scope of Work includes construction observation, the Consultant shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. Consultant neither guarantees the performance of the contractor(s) nor assumes responsibility for contractor(s)' failure to perform their work in accordance with the project documents.

4.7 Opinions of Cost, Financial Considerations, and Schedules

In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the Project, the Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions. Consultant's opinions of probable Total Project Costs and Construction Costs provided for herein as appropriate are made on the basis of Consultant's experience and qualifications and represent Consultant's judgments as an experienced and qualified professional consultant familiar with the construction industry. Consultant makes no warranty that the Client's actual Total Project or Construction Costs, financial aspects, economic feasibility, or schedules will not vary from the Consultant's opinions, analyses, projections, or estimates. If Client wishes greater assurance as to any element of the Total Project or Construction cost, feasibility, or schedule, Client will employ an independent cost estimator, contractor, or other appropriate advisor.

4.8 Discovery of Unanticipated Pollutant and Hazardous Substance Risks

4.8.1 If Consultant, while performing the services, discovers pollutants and/or hazardous substances that pose unanticipated risks, it is hereby agreed that the scope of services, schedule, and the estimated cost of Consultant's services will be reconsidered and that this Agreement shall immediately become subject to renegotiation or termination.

4.8.2 In the event that the Agreement is terminated because of the discovery of pollutants and/or hazardous substances posing unanticipated risks, it is agreed that Consultant shall be paid for its total charges for labor performed and reimbursable charges incurred to the date of termination of this Agreement, including, if necessary, any additional labor or reimbursable charges incurred in demobilizing.

4.8.3 Client also agrees that the discovery of unanticipated pollutants and/or hazardous substances may make it necessary for Consultant to take immediate measures to protect health and safety. Consultant agrees to notify Client as soon as practically possible should unanticipated pollutants and/or hazardous substances be suspected or encountered. Client authorizes Consultant to take measures that in Consultant's sole judgment are justified to preserve and protect the health and safety of Consultant's personnel and the public. Client agrees to compensate Consultant for the additional cost of taking such additional precautionary measures to protect employees' and the public's health and safety. This section is not intended to impose upon Consultant any duties or obligations other than those imposed by law.

SECTION 5 - Professional Responsibility

5.1 Performance of Services

Consultant shall perform its services consistent with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances (hereinafter the "Standard of Care").

Consultant expressly disclaims all express or implied warranties and guarantees with respect to the performance of professional services, and it is agreed that the quality of such services shall be judged solely as to whether the services were performed consistent with the Standard of Care. Consultant owes Client only that level of performance defined in this Section 5.1, and nothing herein shall be construed as creating a fiduciary relationship.

If at any time prior to construction Client believes Consultant's services are deficient due to not meeting the Standard of Care, Client must immediately inform Consultant in writing and shall afford Consultant the opportunity to correct such deficiency. If, upon review by Consultant it is determined there is a deficiency that fails to meet the standard of care and it is attributable to Consultant, the deficiency shall be corrected at no additional cost to Client.

5.2 Limitation of Liability

Client and Consultant agree to allocate certain of the risks so that, to the fullest extent permitted by law, Consultant's total liability to Client is limited to the amount paid under the contract or \$50,000 whichever is greater, this being the Client's sole and exclusive remedy for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's fees) arising out of this Agreement from any cause or causes. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

5.3 No Special or Consequential Damages

Client and Consultant agree that to the fullest extent permitted by law neither party shall be liable to the other for any special, indirect, or consequential damages whatsoever, whether caused by either party's negligence, errors, omissions, strict liability, breach of contract, breach of warranty, or other cause or causes.

5.4 Indemnification

To the fullest extent permitted by law, Client and Consultant mutually agree to indemnify and hold each other harmless from and against any and all claims, damages, losses and expenses, defense costs including reasonable attorneys' fees, and court or arbitration costs and other liabilities arising from their own negligent acts, errors or omissions in performance of their services under this Agreement, but only to the extent caused that each party is responsible for such damages, liabilities and costs on a comparative basis of fault.

5.5 No Third Party Beneficiaries

Client and Consultant expressly agree that this Agreement does not confer upon any third party any rights as beneficiary to this Agreement. Consultant accepts no responsibility for damages, if any, suffered by any third party as the result of a third party's use of the work product, including reliance, decisions, or any other action taken based upon it.

Client agrees that Consultant's services and work products are for the exclusive present use of Client. Client agrees

that Consultant's compliance with any request by Client to address or otherwise release any portion of the work product to a third party shall not modify, rescind, waive, or otherwise alter provisions of this Agreement nor does it create or confer any third party beneficiary rights on any third party.

SECTION 6 - Miscellaneous Provisions

6.1 Notices

Any notice to either party herein shall be in writing and shall be served either personally or by registered or certified mail addressed to the signing party shown on the signature page.

6.2 Joint Preparation

For purposes of contract interpretation and for the purpose of resolving any ambiguity in this Agreement, the parties agree that this Agreement was prepared jointly by them and/or their respective attorneys.

6.3 Headings

Headings used in this Agreement are for the convenience of reference only and shall not affect the construction of this Agreement

6.4 Severability

If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

6.5 Dispute Resolution

If negotiation in good faith fails to resolve a dispute within thirty (30) days of written notice of the dispute by either party, then the parties agree that, with the exception of claims that are subject to the applicable venue's small claims court jurisdiction, each dispute, claim or controversy arising from or related to this Agreement or the relationships which result from this Agreement shall be subject to mediation as a condition precedent to initiating legal or equitable actions by either party. Unless the parties agree otherwise, the mediation shall be in accordance with the Commercial Mediation Procedures of the American Arbitration Association then currently in effect. A request for mediation shall be filed in writing with the American Arbitration Association and the other party. No legal or equitable action may be instituted for a period of ninety (90) days from the filing of the request for mediation unless a longer period of time is provided by agreement of the parties. Cost of mediation shall be shared equally between the parties and shall be held in a location mutually agreed upon by the parties. The parties shall memorialize any agreement resulting from the mediation in a mediated settlement agreement, which agreement shall be enforceable as a settlement in any court having jurisdiction thereof.

During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations

hereunder. Any dispute not resolved through mediation shall be subject to litigation in a court of competent jurisdiction in the state in which the project is located.

6.6 Equal Opportunity

Consultant will, in the performance of this Agreement, comply with federal, state, and local laws, and all regulations and orders issued under any applicable law related to equal employment opportunity, non-discrimination, or employment generally.

Consultant certifies that it will not knowingly employ or contract with a non-legal resident of the United States to perform work under this Agreement, and verifies or attempts to verify employee eligibility of its employees through participation in the U.S. Department of Homeland Security and Social Security Administration's E-Verify system.

6.7 Governing Law

This Agreement is to be governed by the laws of the jurisdiction in which the project is located. For locations outside of the United States, this Agreement shall be governed by the laws of the State of Illinois.

6.8 Entire Agreement

This Agreement, along with those documents specified, attached, or hereby cited together, and serially numbered Work Authorizations if used, constitute the entire Agreement between the parties hereto and no changes, modifications, extensions, terminations, or waivers of this Agreement, or other documents, or any of the provisions herein, or therein contained, shall be valid unless made in writing and signed by duly authorized representatives of both parties.

SUPPLEMENTAL CONDITIONS FOR SURVEY, ENVIRONMENTAL OR GEOTECHNICAL SERVICES

Supplemental Condition is incorporated herein when the applicable box is checked.

S.1 Location of Underground Utilities

It shall be the Client's responsibility to locate and physically mark all underground utilities and structures which lie within the work area prior to the start of subsurface investigations. If the Client elects not to assume this responsibility, Client shall notify Consultant and shall compensate Consultant for all costs associated with locating and physically marking said underground utilities and structures over and above the estimated project fee. Client shall indemnify and hold Consultant harmless from any damages and delays resulting from unmarked or improperly marked underground utilities and structures. For reasons of safety, Consultant will not begin work until this has been accomplished.

S.2 Subsurface Investigations

In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics might vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect Project cost and/or execution. These conditions and cost/execution effects are not the responsibility of the Consultant.

S.3 Disposition of Samples and Equipment

S.3.1 Disposition of Samples

No samples and/or materials will be kept by Consultant

longer than thirty (30) days after submission of the final report unless agreed otherwise.

S.3.2 Hazardous or Potentially Hazardous Samples and Materials

In the event that samples and/or materials contain or are suspected to contain substances or constituents hazardous or detrimental to health, safety, or the environment as defined by federal, state, or local statutes, regulations, or ordinances, Consultant will, after completion of testing, return such samples and materials to Client, or have the samples and materials disposed of in accordance with Client's directions and all applicable laws. Client agrees to pay all costs associated with the storage, transportation, and disposal of samples and materials. Client recognizes and agrees that Consultant at no time assumes title to said samples and materials, and shall have no responsibility as a handler, generator, operator, transporter, or disposer of said samples and materials.

S.3.3 Contaminated Equipment

All laboratory and field equipment contaminated in Consultant's performance of services will be cleaned at Client's expense. Contaminated consumables will be disposed of and replaced at Client's expense. Equipment (including tools) which cannot be reasonably decontaminated shall become the property and responsibility of Client. At Client's expense, such equipment shall be delivered to Client, or disposed of in the same manner specified in S.3.2 above. Client agrees to pay Consultant the fair market value of any such equipment which cannot reasonably be decontaminated and is delivered to Client pursuant to this Agreement.

Engineer’s Services
Comprehensive Plan Update – Town of Hermosa, SD

Attachment A of the Agreement is supplemented to include the following agreement of the parties.
Engineer shall provide Basic Services as set forth below.

BASIC SERVICES

Project Location

The town of Hermosa is located 18 miles south of Rapid City, South Dakota, straddling the Custer and Pennington County lines. Hermosa has a population of 382 (2020 census). Originally developed by the FE&MV railroad and platted in 1886, on the Heartland Expressway (SD 79) at a junction of roads leading to Mt. Rushmore National Monument, Custer State Park and the western edge of the Badlands National Park.

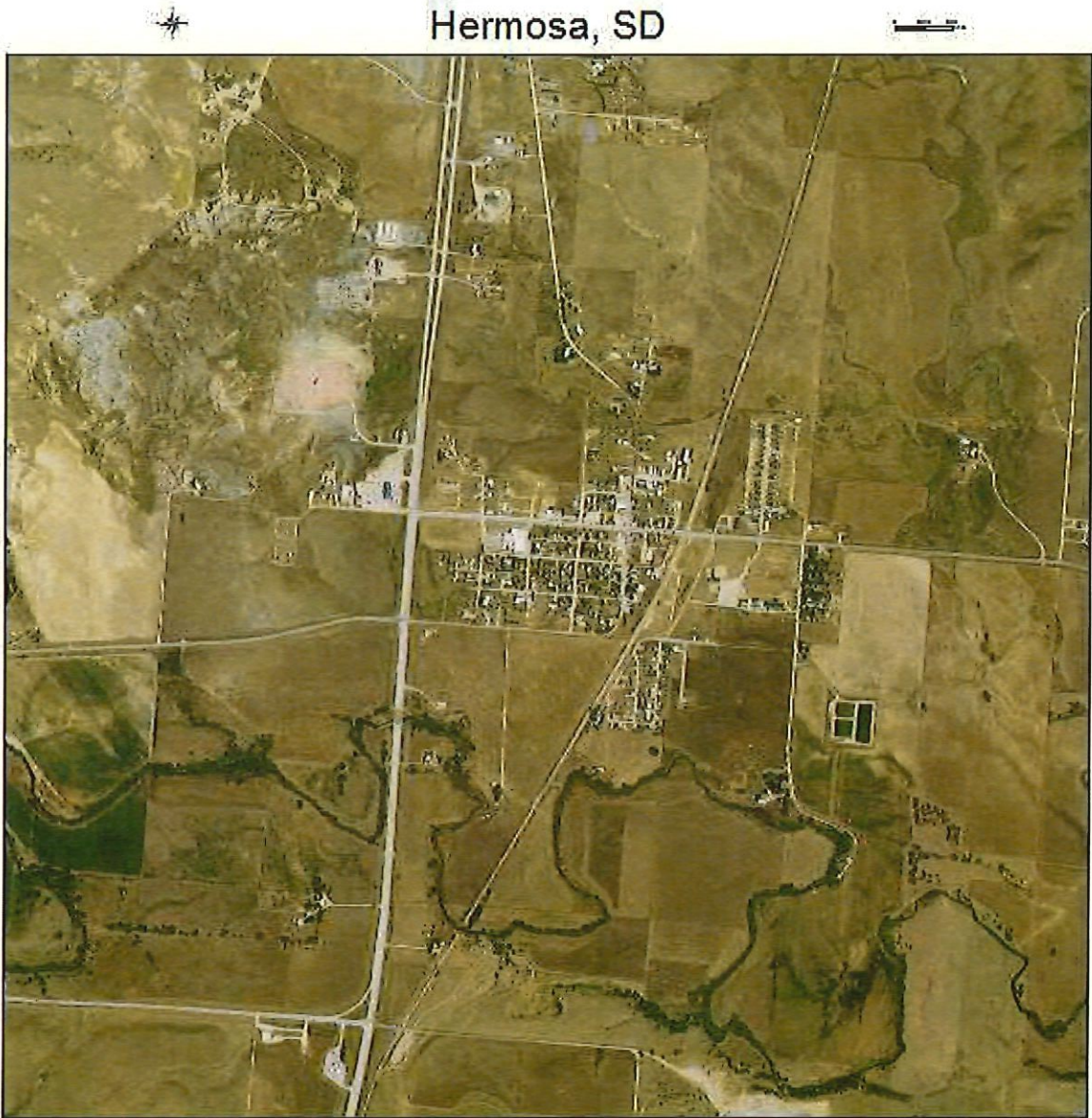


Fig. 1 Hermosa Aerial Map

Project Understanding

The main reason a community would update its comprehensive plan is that South Dakota Statutes require it to do so periodically (Chapter 11-6 of South Dakota Codified Law, SDCL Section 11-6-14). However, there is a more compelling reason to update the plan in 2025, as Pennington County is currently updating their comprehensive plan, and Hermosa seeks to acquire an extraterritorial jurisdiction agreement with Pennington County to foster economic development. The demographics and behaviors of Western South Dakota's population have changed over time, especially after the COVID-19 pandemic. Attitudes have changed regarding long-distance commuting. Online retail and services, dining, and other entertainment choices have changed, as well as housing preferences and daycare options. Over time, many have decided that compact living is worthwhile, and daily needs should be 15 minutes away, be it by walking, biking, riding, or driving to that destination. Lastly, our technology and methods of collecting and using data have changed dramatically. An example of this is the FEMA flood insurance rate maps, which have a direct impact on our built environment and our household and municipal budgets. Local government documents that regulate development have not kept up with the pace of these changes and typically lack the flexibility to adapt over time. Accommodating this into the plan is essential for ensuring the Town's built form and economic engines are sustainable and resilient. Multi-modal transportation is a consideration. The new plan should be easy to read and administer also contributes to the resiliency of the organization. Additionally, the subdivision and zoning codes should be consistent with the adopted comprehensive plan. Suggested changes to the codes may be identified during the drafting of the comprehensive plan. However, a review and recodification of the codes is not part of this project.

The lagoon expansion located to the SE of the Town of Hermosa in Custer County will serve approximately 150 existing homes, half a dozen commercial properties as well as a defined amount of future growth. A new comprehensive plan, tax increment financing district and a new utility rate methodology must be developed to capitalized on the new sewer capacity and assist the town in paying back the debts that have been incurred to meet the needs of future growth.

Approach to Performing the Required Services

Our overall scope will follow this general outline:

- Project Kick-off
- Data Collection and Market and Plan Audit.
- Public Involvement and Engagement
- Draft the Plan

Our Deliverables can be summarized as:

- Draft Comprehensive Plan.
- Zoning and Land Use maps required by South Dakota Statutes.
- Presentation of the Final Comp Plan to the Town Board

The Town did not establish a timeline for the comprehensive plan; however, the town is preparing to coordinate closely with Pennington County, who plans to start their update early 2025.

The last comprehensive plan was prepared in 2009 and updated in 2018. Comprehensive plans are typically updated every 5-10 years, depending on the developments in the town, which major infrastructure developments triggering the need for a new plan or amendment to the existing plan

Engineering Fees:

Estimated fees for services:

This would be a Lump Sum budget based on the scope provided above.

Comprehensive Plan = \$6,500.00

The total amount of \$6,500.00 does not include state and local sales tax, as applicable.

Services not Included:

The following services are not included in this proposal:

1. Legal fees
2. State and Local sales tax, permitting, filing and submittal fees
3. Environmental and cultural evaluation evaluations
4. Municipal Financial Advising

Project Schedule:

It is anticipated that the project will commence in December 2024, and the be completed by July 4, 2025.

Parties:

Owner – Town of Hermosa – Shall refer to the Owner in the Agreement.

Consultant – Benesch – Shall be synonymous with Engineer in this document.

Scope of Services:

Engineer’s scope includes the following tasks:

Owner Responsibilities:

It will be important to take into consideration the property tax breakdown, current millages, and other revenue generation mechanisms. The owner will work with the consultant to compile the necessary data for evaluation.

Deliverables:

1. Summary of data collection
2. Presentations for final drafts
3. Draft plans to reviewing agencies and responses.
4. Final Drafts of updated Comprehensive Plan.

7A

Claims for approval 12-17-2024

VENDOR	REFERENCE	AMOUNT
BANKWEST	CLASSIC WEB BANKING FEE	25
DAKOTA SUPPLY GROUP	PIPE FOR SEWER LAGOON	752.19
CHUCK FERGUSON	SET TANK AT LAGOON/REPAIR ST LIGHT PLUGINS	3,031.00
GOLDEN WEST TECHNOLOGIES	MONTHLY SERVICE - DECEMBER 2024	567
GWORKS	ANNUAL SOFTWARE SUBSCRIPTION	8565
HARRIS CONTRACTING	EMAILS/WEBINAR/FEMA MEETINGS	318.75
LINDA KRAMER	REIMBURSEMENT FOR CHRISTMAS PARADE SUPPLIES	160.36
MT RUSHMORE TELEPHONE	PHONE/INTERNET - 13459033/13462525/13451030	268.71
SANDER SANITATION	MONTHLY SANITATION SERVICE	4158.96
SOUTHERN HILLS PUBLISHING	PUBLISHING/LEGAL NOTICES - NOVEMBER 2024	179.94
US BANK	DWSRF - NOVEMBER QUARTERLY PAYMENT	1493.23
Accounts Payable Total		19,520.14
Payroll related		
Total Paid On: 12/13/2024		
	Legislative, Financial Administration, Govt Blds	2,542.06
	Water	242.00
	Sewer	145.13
	Promoting City/BBB	48.38
EFTPS-Electronic Federal Tax	FED/FICA TAX	761.54
Payroll Total		3,739.11
***** REPORT TOTAL *****		23,259.25

CLAIMS REPORT
 Check Range: 12/04/2024-12/17/2024

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
A & B BUSINESS EQUIPMENT INC	MONTHLY PRINTER/FAX FEE				
BANK WEST	CLASSIC WEB BANKING FEE		25.00	382	12/05/24
DSG-DAKOTA SUPPLY GROUP	PIPE FOR LAGOON PUMP		752.19	18104	12/17/24
EFTPS-Electronic Federal Tax	FED/FICA TAX		761.54	379	12/13/24
CHUCK FERGUSON	12 HRS BACKHOE		3,031.00	18105	12/17/24
GOLDEN WEST TECHNOLOGIES	MONTHLY SERVICE-DECEMBER 2024		567.00	18106	12/17/24
GWORKS	ANNUAL SUBSCRIPTION		8,565.00	18107	12/17/24
HARRIS CONTRACTING	EMAILS/WEBINAR/FEMA MEETINGS		318.75	384	12/17/24
LINDA KRAMER	SUPPLIES FOR CHRISTMAS PARADE		160.36	383	12/17/24
MT RUSHMORE TELEPHONE	PHONE/INTERNET, 13459033		268.71	380	12/15/24
SANDERS SANITATION	MONTHLY SANITATION SERV		4,158.96	381	12/05/24
Southern Hills Publishing	PUBLISHING/LEGAL NOTICES 11/24		179.94	18108	12/17/24
			=====		
	Accounts Payable Total		18,788.45		
	Utility Refund Checks				

	Refund Checks Total				
	Payroll Checks				

	101 GENERAL		2,542.06		
	211 BBB GROSS RECEIPTS TAX		48.38		
	602 WATER		242.00		
	604 SEWER		145.13		

	Total Paid On: 12/13/24		2,977.57		
			=====		
	Total Payroll Paid		2,977.57		
			=====		
	Report Total		21,766.02		
			=====		

+ 1,493.23 US Bank
 SRF pymt

 23,259.25

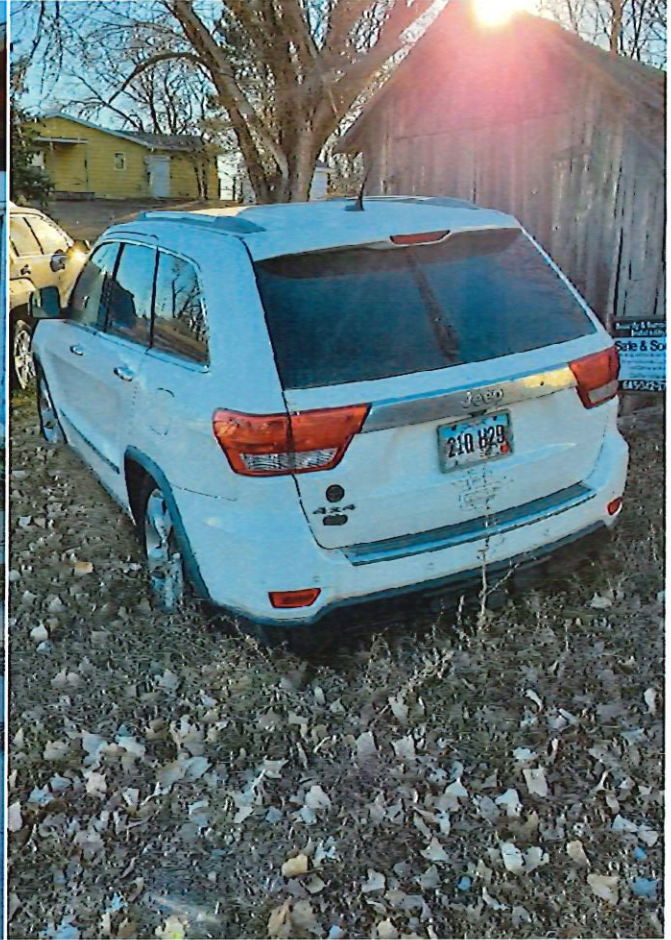
CLAIMS REPORT
CLAIMS FUND SUMMARY

FUND	NAME	AMOUNT
101	GENERAL	13,514.43
211	BBB GROSS RECEIPTS TAX	222.88
602	WATER	3,224.38
604	SEWER	4,804.33

	TOTAL FUNDS	21,766.02

401 Vilas St.

8B



CHAPTER 91: PUBLIC NUISANCES

Section

- 91.01 Definitions
- 91.02 Prohibited conditions
- 91.03 Enforcement authority
- 91.04 Notice to abate
- 91.05 Abatement by town authority
- 91.06 Abatement by town cost assessment
- 91.07 Notification guidelines
- 91.08 Exceptions
- 91.09 Application
- 91.10 Complaints
- 91.11 Conflicts with other laws

- 91.99 Penalty

§ 91.01 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

NOXIOUS MATTER. Includes trash, garbage, refuse and all other material which has been strewn about, is otherwise apparently abandoned or of no apparent value, which is unsightly or malodorous, or which may be potentially hazardous as a breeding ground for insects and rodents and other undesirable animals, or which may prove hazardous to individuals using the area upon which these noxious matters exist.

NUISANCE. All substances which emit any foul, unhealthy, noxious or disagreeable smell or odor; any stable or shop which is kept in a condition so as to be offensive or annoying to the public; all green or salted hides and carcasses left or deposited in any open or public area; personal property of any kind if **unlicensed, unprotected by a durable cover**, or not maintained in a neat and safe manner for a period of 30 days or more. This includes, but is not limited to, **automobiles**, machinery, equipment, accessories, parts, structures, property accouterments such as fences, accessways.

WEEDS. Includes all weeds on the state and/or county weed lists, including, but not limited to, of the kind known as Russian Thistle, Canadian Thistle, Cocklebur, Rag Weed, Golden Rod, Burdock, Creeping Jennie and all other noxious or unhealthy vegetation, especially those whose pollen is known to cause hay fever. To allow to grow to maturity on any private property or vacant lot shall constitute a nuisance.

(Ord. 10.012, passed 4-3-2001; Ord. 91.1A, passed 5-30-2017)

§ 91.02 PROHIBITED CONDITIONS.

(A) All weeds, tall grass in excess of eight inches in height, noxious matter, open wells and nuisances are declared a violation of this chapter and no owner of any lot, place or area within the town, or the agent of the owner or the occupant of the lot, place or area, shall permit on the lot, place or area, or upon any public way abutting the same, any weeds, tall grass, noxious matter or other nuisance to grow, lie, or be located thereon.

(B) Notwithstanding the prohibitions set forth in division (A), for parcels of three acres or more in undeveloped commercial and residential properties, grass growing in excess of eight inches shall be permitted for haying purposes so long as the owner, agent of the owner, or the occupant of the parcel of land of three acres or more maintains a 20-foot wide cut of the growing grass within the perimeter of the parcel of land of eight inches or less. The eight-inch or less cut shall not be necessary for that portion of the parcel that constitutes the boundary line of the town.

(Ord. 10.012, passed 4-3-2001; Ord. passed 5-7-2019) Penalty, see § 10.99

§ 91.03 ENFORCEMENT AUTHORITY.

The Board of Trustees may appoint an authorized agent for the purpose of performing inspections, providing appropriate notifications of violations, conducting enforcement and abatement action as may be required to ascertain compliance with ordinances of the town, and obtaining legal counsel as required. Detailed reports of all action taken by the appointed enforcement authority will be provided at each regular meeting of the Board of Trustees.

(Ord. 10.012, passed 4-3-2001)

§ 91.04 NOTICE TO ABATE.

(A) The Board of Trustees or the duly authorized agent is authorized and empowered to notify, in writing, the owner of any lot, place or area within the town, or the agent of the owner, and the occupant of the premises, to cut, destroy or remove any weeds, tall grass, noxious matter or nuisance found growing, lying or located on the property or upon the public way abutting same.

(B) The notice shall notify the owner, agent and/or occupant to cut, destroy, remove or otherwise remedy any such weeds, tall grass, noxious matter or other nuisance within a prescribed amount of time and shall be delivered as set for below.

(Ord. 10.012, passed 4-3-2001; Ord. passed 8-4-2020)

§ 91.05 ABATEMENT BY TOWN AUTHORITY.

Upon failure, neglect or refusal of any owner, agent or occupant to comply with the notice provided for in § 91.04, within the prescribed time after the mailing thereof, the Board of Trustees or the duly authorized agent is authorized and empowered to provide for the cutting, destroying, removal or any other remedy as may be required, of the weeds, tall grass, noxious matter or other nuisance and to defray the cost of the work, including administrative costs, by special assessment against the property as set out in § 91.06.

(Ord. 10.012, passed 4-3-2001; Ord. passed 8-4-2020)

§ 91.06 ABATEMENT BY TOWN COST ASSESSMENT.

The Board of Trustees or the duly authorized agent shall cause an account to be kept against each lot upon which work is done pursuant to § 91.05, and have same certified to the Finance Officer upon completion of the work. The Finance Officer shall thereupon certify the account, showing the amount, the description of the property and add the assessment to the general assessment against the property, and certify the special assessment, together with the regular assessment, to the County

TOWN OF HERMOSA
BUDGET REPORT
CALENDAR 12/2024, FISCAL 12/2024

11A

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
101-41110-41100	WAGE	12,000.00	.00	10,875.00	90.63	1,125.00
101-41110-41200	PAYROLL TAXES	918.00	.00	832.03	90.64	85.97
101-41110-41400	WORKMEN'S COMPENSATION	.00	.00	.00	.00	.00
101-41110-42100	OTHER INSURANCE	2,800.00	.00	1,919.40	68.55	880.60
101-41110-42200	PROFESSIONAL FEES	5,000.00	2,855.00	5,710.35	114.21	710.35-
101-41110-42300	PUBLISHING	3,500.00	179.94	3,673.66	104.96	173.66-
101-41110-42500	REPAIRS & MAINTENANCE	1,000.00	.00	743.85	74.39	256.15
101-41110-42600	SUPPLIES & MATERIALS	1,000.00	74.33	501.22	50.12	498.78
101-41110-42700	TRAVEL & CONFERENCE	2,500.00	278.22	1,054.36	42.17	1,445.64
101-41110-42900	OTHER EXPENSE	150.00	.00	.00	.00	150.00
101-41110-43400	EQUIPMENT	.00	.00	.00	.00	.00
101-41110-43420	AUTO	.00	.00	.00	.00	.00
	LEGISLATIVE TOTAL	28,868.00	3,387.49	25,309.87	87.67	3,558.13
101-41150-42200	PROFESSIONAL FEES	.00	.00	.00	.00	.00
101-41150-42500	REPAIRS & MAINTENANCE	.00	.00	.00	.00	.00
101-41150-42600	SUPPLIES & MATERIALS	.00	.00	.00	.00	.00
101-41150-42700	TRAVEL & CONFERENCE	.00	.00	180.00	.00	180.00-
101-41150-42900	OTHER EXPENSE	1,500.00	.00	1,373.03	91.54	126.97
101-41150-43300	CAPITAL IMPROVEMENTS	.00	.00	.00	.00	.00
101-41150-43400	EQUIPMENT	.00	.00	.00	.00	.00
101-41150-43410	COMPUTER SOFTWARE	.00	.00	.00	.00	.00
101-41150-51000	RESERVES	.00	.00	.00	.00	.00
101-41150-51100	OPERATING TRANSFERS OUT	.00	.00	.00	.00	.00
	CONTINGENCY TOTAL	1,500.00	.00	1,553.03	103.54	53.03-
101-41300-41100	WAGE	850.00	.00	146.14	17.19	703.86
101-41300-41200	PAYROLL TAXES	65.00	.00	.00	.00	65.00
101-41300-42300	PUBLISHING	300.00	.00	37.86	12.62	262.14
101-41300-42600	SUPPLIES & MATERIALS	.00	.00	125.46	.00	125.46-
101-41300-42700	TRAVEL & CONFERENCE	.00	.00	10.62	.00	10.62-
	ELECTIONS TOTAL	1,215.00	.00	320.08	26.34	894.92
101-41400-41100	WAGE	43,760.00	2,093.75	58,481.02	133.64	14,721.02-
101-41400-41200	PAYROLL TAXES	4,185.00	160.17	4,473.84	106.90	288.84-
101-41400-41300	RETIREMENT	3,282.00	125.63	2,418.41	73.69	863.59
101-41400-41400	WORKMEN'S COMPENSATION	550.00	.00	.00	.00	550.00
101-41400-41500	HEALTH INSURANCE	11,020.00	.00	.00	.00	11,020.00
101-41400-41600	UNEMPLOYMENT COMPENSATION	.00	.00	.00	.00	.00
101-41400-41700	ADMIN WAGES	24,960.00	1,039.25	24,349.38	97.55	610.62
101-41400-41800	ADMIN PAYROLL TAXES	1,909.00	79.51	1,862.78	97.58	46.22
101-41400-41900	ADMIN SDRS RETIREMENT	2,496.00	95.70	2,388.75	95.70	107.25
101-41400-42000	ADMIN HEALTH INSURANCE	11,020.00	1,969.00	16,736.50	151.87	5,716.50-
101-41400-42100	OTHER INSURANCE	4,500.00	.00	2,879.10	63.98	1,620.90
101-41400-42200	PROFESSIONAL FEES	11,000.00	567.00	14,105.47	128.23	3,105.47-

TOWN OF HERMOSA
BUDGET REPORT
CALENDAR 12/2024, FISCAL 12/2024

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
101-41400-42300	PUBLISHING	275.00	.00	595.06	216.39	320.06-
101-41400-42500	REPAIRS & MAINTENANCE	1,700.00	.00	1,868.75	109.93	168.75-
101-41400-42600	SUPPLIES & MATERIALS	5,000.00	993.97	5,381.14	107.62	381.14-
101-41400-42700	TRAVEL & CONFERENCE	1,000.00	417.33	1,321.76	132.18	321.76-
101-41400-42800	UTILITIES	5,000.00	262.98	4,488.58	89.77	511.42
101-41400-42810	PHONE & FAX	3,200.00	268.71	3,188.65	99.65	11.35
101-41400-42900	OTHER EXPENSE	2,500.00	25.00	1,807.37	72.29	692.63
101-41400-43400	EQUIPMENT	6,000.00	541.66	9,315.84	155.26	3,315.84-
101-41400-43410	COMPUTER SOFTWARE	200.00	20.83	166.64	83.32	33.36
		=====	=====	=====	=====	=====
	FINANCIAL ADMINISTRATION TOTAL	143,557.00	8,660.49	155,829.04	108.55	12,272.04-
101-41410-42200	PROFESSIONAL FEES	30,000.00	3,948.00	32,854.36	109.51	2,854.36-
		=====	=====	=====	=====	=====
	LEGAL TOTAL	30,000.00	3,948.00	32,854.36	109.51	2,854.36-
101-41920-41100	WAGE	2,304.00	.00	1,496.00	64.93	808.00
101-41920-41200	PAYROLL TAXES	176.00	.00	114.44	65.02	61.56
		=====	=====	=====	=====	=====
	GENERAL GOV'T BUILDINGS TOTAL	2,480.00	.00	1,610.44	64.94	869.56
101-41960-42200	PROFESSIONAL FEES	55,000.00	31,648.67	254,661.01	463.02	199,661.01-
		=====	=====	=====	=====	=====
	ENGINEER TOTAL	55,000.00	31,648.67	254,661.01	463.02	199,661.01-
101-42100-41100	WAGE	52,000.00	.00	.00	.00	52,000.00
101-42100-41200	PAYROLL TAXES	3,978.00	.00	.00	.00	3,978.00
101-42100-41300	RETIREMENT	4,160.00	.00	.00	.00	4,160.00
101-42100-41400	WORKMEN'S COMPENSATION	650.00	.00	.00	.00	650.00
101-42100-41500	HEALTH INSURANCE	.00	.00	.00	.00	.00
101-42100-41600	UNEMPLOYMENT COMPENSATION	.00	.00	.00	.00	.00
101-42100-42100	OTHER INSURANCE	2,700.00	.00	959.70	35.54	1,740.30
101-42100-42200	PROFESSIONAL FEES	5,000.00	.00	.00	.00	5,000.00
101-42100-42500	REPAIRS & MAINTENANCE	6,500.00	.00	.00	.00	6,500.00
101-42100-42600	SUPPLIES & MATERIALS	6,167.00	.00	.00	.00	6,167.00
101-42100-42610	FUEL	7,000.00	.00	.00	.00	7,000.00
101-42100-42620	UNIFORM	.00	.00	414.02	.00	414.02-
101-42100-42700	TRAVEL & CONFERENCE	1,500.00	.00	.00	.00	1,500.00
101-42100-42810	PHONE & FAX	150.00	.00	.00	.00	150.00
101-42100-42900	OTHER EXPENSE	8,000.00	.00	10,000.00	125.00	2,000.00-
101-42100-43400	EQUIPMENT	1,500.00	.00	.00	.00	1,500.00
101-42100-43420	AUTO	1,500.00	.00	.00	.00	1,500.00
		=====	=====	=====	=====	=====
	POLICE TOTAL	100,805.00	.00	11,373.72	11.28	89,431.28
101-42300-42200	PROFESSIONAL FEES	1,000.00	.00	406.00	40.60	594.00
		=====	=====	=====	=====	=====

TOWN OF HERMOSA
BUDGET REPORT
CALENDAR 12/2024, FISCAL 12/2024

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	PROTECTIVE INSPECTION TOTAL	1,000.00	.00	406.00	40.60	594.00
101-43100-41100	WAGE	.00	.00	.00	.00	.00
101-43100-41200	PAYROLL TAXES	.00	.00	.00	.00	.00
101-43100-42150	CONTRACT	2,707.00	.00	3,456.00	127.67	749.00-
101-43100-42500	REPAIRS & MAINTENANCE	20,000.00	1,965.00	10,723.35	53.62	9,276.65
101-43100-42510	SNOW REMOVAL	6,000.00	.00	805.00	13.42	5,195.00
101-43100-42520	DRAINAGE	.00	.00	.00	.00	.00
101-43100-42530	MOWING	2,400.00	.00	.00	.00	2,400.00
101-43100-42600	SUPPLIES & MATERIALS	7,500.00	.00	13,767.72	183.57	6,267.72-
101-43100-42800	UTILITIES	15,000.00	1,255.34	13,195.76	87.97	1,804.24
101-43100-42900	OTHER EXPENSE	3,000.00	.00	59,157.96	1,971.93	56,157.96-
	PUBLIC WORKS TOTAL	56,607.00	3,220.34	101,105.79	178.61	44,498.79-
101-43230-42600	SUPPLIES & MATERIALS	50,890.00	.00	.00	.00	50,890.00
101-43230-42900	OTHER EXPENSE	1,497.00	4,158.96	51,493.83	3,439.80	49,996.83-
	SOLID WASTE COLLECTION TOTAL	52,387.00	4,158.96	51,493.83	98.30	893.17
101-46520-41100	WAGE	.00	.00	.00	.00	.00
101-46520-41200	PAYROLL TAXES	.00	.00	.00	.00	.00
101-46520-41400	WORKMEN'S COMPENSATION	.00	.00	.00	.00	.00
101-46520-42600	SUPPLIES & MATERIALS	.00	.00	.00	.00	.00
101-46520-42700	TRAVEL & CONFERENCE	.00	.00	.00	.00	.00
101-46520-42900	OTHER EXPENSE	.00	.00	.00	.00	.00
	PLANNING/ZONING TOTAL	.00	.00	.00	.00	.00
101-48500-42200	PROFESSIONAL FEES	.00	.00	.00	.00	.00
101-48500-42900	OTHER EXPENSE	.00	.00	.00	.00	.00
101-48500-43100	LAND	.00	.00	.00	.00	.00
101-48500-43200	BUILDINGS	.00	.00	.00	.00	.00
101-48500-43300	CAPITAL IMPROVEMENTS	.00	.00	.00	.00	.00
101-48500-43400	EQUIPMENT	.00	.00	.00	.00	.00
	CAPITAL OUTLAY TOTAL	.00	.00	.00	.00	.00
101-51100-51100	OPERATING TRANSFERS OUT	.00	.00	.00	.00	.00
	TRANSFERS OUT TOTAL	.00	.00	.00	.00	.00
101-61100-51100	OPERATING TRANSFERS OUT	8,946.00	.00	.00	.00	8,946.00
	OPERATING TRANSFERS OUT TOTAL	8,946.00	.00	.00	.00	8,946.00

TOWN OF HERMOSA
BUDGET REPORT
CALENDAR 12/2024, FISCAL 12/2024

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	GENERAL TOTAL	482,365.00	55,023.95	636,517.17	131.96	154,152.17-
211-46310-42900	OTHER EXPENSE	.00	160.36	160.36	.00	160.36-
	URBAN REDEVELOP/HOUSING TOTAL	.00	160.36	160.36	.00	160.36-
211-46530-41100	WAGE EXPENSE	10,940.00	61.75	1,718.11	15.70	9,221.89
211-46530-41200	PAYROLL TAX EXPENSE	.00	4.71	131.36	.00	131.36-
211-46530-42600	SUPPLIES & MATERIALS	.00	.00	.00	.00	.00
211-46530-42900	OTHER	4,060.00	.00	2,779.19	68.45	1,280.81
	PROMOTING THE CITY TOTAL	15,000.00	66.46	4,628.66	30.86	10,371.34
211-51100-51100	OPERATING TRANSFERS OUT	.00	.00	.00	.00	.00
	TRANSFERS OUT TOTAL	.00	.00	.00	.00	.00
	BBB GROSS RECEIPTS TAX TOTAL	15,000.00	226.82	4,789.02	31.93	10,210.98
272-46310-42900	OTHER EXPENSE	.00	.00	.00	.00	.00
	URBAN REDEVELOP/HOUSING TOTAL	.00	.00	.00	.00	.00
272-51100-51100	OPERATING TRANSFERS OUT	.00	.00	1,500.00	.00	1,500.00-
	TRANSFERS OUT TOTAL	.00	.00	1,500.00	.00	1,500.00-
	FEMA/CONSTRUCTION TOTAL	.00	.00	1,500.00	.00	1,500.00-
301-41110-42200	PROFESSIONAL FEES	84,903.00	.00	.00	.00	84,903.00
301-41110-42900	OTHER EXPENSE	.00	.00	.00	.00	.00
301-41110-43300	CAPITAL IMPROVEMENTS	.00	.00	.00	.00	.00
	LEGISLATIVE TOTAL	84,903.00	.00	.00	.00	84,903.00
301-41410-42200	PROFESSIONAL FEES	.00	.00	.00	.00	.00

TOWN OF HERMOSA
BUDGET REPORT
CALENDAR 12/2024, FISCAL 12/2024

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	LEGAL TOTAL	.00	.00	.00	.00	.00
301-43200-43300	CAPITAL IMPROVEMENTS	.00	.00	.00	.00	.00
	SANITATION TOTAL	.00	.00	.00	.00	.00
301-43300-43300	CAPITAL IMPROVEMENTS	.00	.00	.00	.00	.00
	WATER TOTAL	.00	.00	.00	.00	.00
301-46500-42200	PROFESSIONAL FEES	.00	.00	.00	.00	.00
301-46500-42500	REPAIRS & MAINTENANCE	.00	.00	.00	.00	.00
301-46500-42600	SUPPLIES & MATERIALS	.00	.00	.00	.00	.00
301-46500-42900	OTHER EXPENSE	.00	91,409.60	91,409.60	.00	91,409.60-
301-46500-43300	CAPITAL IMPROVEMENTS	.00	.00	.00	.00	.00
	ECONOMIC DEVEL/ASSISTANCE TOTA	.00	91,409.60	91,409.60	.00	91,409.60-
301-47100-44100	PRINCIPAL - LOAN #	.00	.00	.00	.00	.00
301-47100-44101	PRINCIPAL - LOAN #461278-01	.00	.00	.00	.00	.00
301-47100-44200	INTEREST - LOAN #	.00	.00	.00	.00	.00
301-47100-44201	INTEREST - LOAN #461278-01	.00	.00	.00	.00	.00
301-47100-51000	RESERVES	.00	.00	.00	.00	.00
301-47100-51001	RESERVES	.00	.00	.00	.00	.00
	DEBT SERVICE TOTAL	.00	.00	.00	.00	.00
301-51100-51000	RESERVES	.00	.00	.00	.00	.00
301-51100-51100	OPERATING TRANSFERS OUT	.00	.00	.00	.00	.00
	TRANSFERS OUT TOTAL	.00	.00	.00	.00	.00
301-61100-51000	RESERVES	.00	.00	.00	.00	.00
301-61100-51100	OPERATING TRANSFERS OUT	.00	.00	.00	.00	.00
	OPERATING TRANSFERS OUT TOTAL	.00	.00	.00	.00	.00
	DEBT SERVICE TOTAL	84,903.00	91,409.60	91,409.60	107.66	6,506.60-
602-41150-51000	RESERVES	.00	.00	.00	.00	.00

TOWN OF HERMOSA
BUDGET REPORT
CALENDAR 12/2024, FISCAL 12/2024

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	CONTINGENCY TOTAL	.00	.00	.00	.00	.00
602-43300-41100	WAGE	11,552.00	308.75	10,486.63	90.78	1,065.37
602-43300-41200	PAYROLL TAXES	884.00	23.63	802.26	90.75	81.74
602-43300-41300	RETIREMENT	.00	.00	.00	.00	.00
602-43300-42100	OTHER INSURANCE	2,700.00	.00	1,919.40	71.09	780.60
602-43300-42150	CONTRACT	18,662.00	.00	17,618.80	94.41	1,043.20
602-43300-42200	PROFESSIONAL FEES	16,500.00	2,855.00	11,450.00	69.39	5,050.00
602-43300-42500	REPAIRS & MAINTENANCE	17,000.00	.00	7,380.22	43.41	9,619.78
602-43300-42540	PUMP & WELL	10,000.00	.00	1,323.36	13.23	8,676.64
602-43300-42600	SUPPLIES & MATERIALS	7,500.00	168.50	7,328.81	97.72	171.19
602-43300-42630	CHEMICALS & TESTING	4,000.00	83.90	2,700.03	67.50	1,299.97
602-43300-42800	UTILITIES	17,500.00	1,086.78	11,538.16	65.93	5,961.84
602-43300-42900	OTHER EXPENSE	2,900.00	639.00	2,958.01	102.00	58.01-
602-43300-43300	CAPITAL IMPROVEMENTS	.00	15,000.00	15,000.00	.00	15,000.00-
602-43300-43400	EQUIPMENT	77,000.00	.00	.00	.00	77,000.00
602-43300-43430	FRONTDESK SERVICE CHARGES	.00	7.35	520.50	.00	520.50-
		=====	=====	=====	=====	=====
	WATER TOTAL	186,198.00	20,172.91	91,026.18	48.89	95,171.82
602-47100-44100	PRINCIPAL - LOAN RD2	871.00	69.36	774.81	88.96	96.19
602-47100-44101	PRINCIPAL - LOAN RD2 (47150)	527.00	42.22	470.18	89.22	56.82
602-47100-44102	PRINCIPAL - #	.00	.00	.00	.00	.00
602-47100-44103	PRINCIPAL - RD1	7,028.00	639.00	6,512.06	92.66	515.94
602-47100-44104	PRINCIPAL - LOAN #462278-02	3,582.00	880.09	3,573.82	99.77	8.18
602-47100-44200	INTEREST - LOAN RD2	1,631.00	139.14	1,518.67	93.11	112.33
602-47100-44201	INTEREST - RD2 (47150)	806.00	68.78	750.83	93.16	55.17
602-47100-44202	INTEREST - LOAN #	.00	.00	.00	.00	.00
602-47100-44203	INTEREST - LOAN RD1	8,308.00	639.00	7,545.94	90.83	762.06
602-47100-44204	INTEREST - LOAN #462278-02	2,391.00	613.14	2,399.10	100.34	8.10-
602-47100-51000	RESERVES	1,534.00	.00	.00	.00	1,534.00
602-47100-51001	RESERVES	133.00	.00	.00	.00	133.00
602-47100-51002	RESERVES	600.00	.00	.00	.00	600.00
602-47100-51003	RESERVES	250.00	.00	.00	.00	250.00
602-47100-51004	RESERVES	.00	.00	.00	.00	.00
		=====	=====	=====	=====	=====
	DEBT SERVICE TOTAL	27,661.00	3,090.73	23,545.41	85.12	4,115.59
602-51100-51000	RESERVES	.00	.00	.00	.00	.00
602-51100-51100	OPERATING TRANSFERS OUT	.00	.00	.00	.00	.00
		=====	=====	=====	=====	=====
	TRANSFERS OUT TOTAL	.00	.00	.00	.00	.00
602-61100-51100	OPERATING TRANSFERS OUT	.00	.00	.00	.00	.00
		=====	=====	=====	=====	=====
	OPERATING TRANSFERS OUT TOTAL	.00	.00	.00	.00	.00
		=====	=====	=====	=====	=====

TOWN OF HERMOSA
BUDGET REPORT
CALENDAR 12/2024, FISCAL 12/2024

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	WATER TOTAL	213,859.00	23,263.64	114,571.59	53.57	99,287.41
604-41150-51000	RESERVES	.00	.00	.00	.00	.00
	CONTINGENCY TOTAL	.00	.00	.00	.00	.00
604-43200-41100	WAGE	7,392.00	185.25	5,154.38	69.73	2,237.62
604432004110	WAGE	.00	.00	.00	.00	.00
6044320041100	WAGE	.00	.00	.00	.00	.00
604-43200-41200	PAYROLL TAXES	565.00	14.17	394.32	69.79	170.68
604-43200-41300	RETIREMENT	.00	.00	.00	.00	.00
604-43200-42100	OTHER INSURANCE	2,500.00	.00	1,919.39	76.78	580.61
604-43200-42150	CONTRACT	16,502.00	.00	16,970.80	102.84	468.80-
604-43200-42200	PROFESSIONAL FEES	5,000.00	2,855.00	9,850.00	197.00	4,850.00-
604-43200-42500	REPAIRS & MAINTENANCE	51,500.00	45,953.00	99,382.76	192.98	47,882.76-
604-43200-42600	SUPPLIES & MATERIALS	2,000.00	920.69	12,297.54	614.88	10,297.54-
604-43200-42630	CHEMICALS & TESTING	7,000.00	.00	1,439.90	20.57	5,560.10
604-43200-42800	UTILITIES	4,000.00	411.61	33,395.11	834.88	29,395.11-
604-43200-42900	OTHER EXPENSE	16,210.00	.00	50,920.45	314.13	34,710.45-
604-43200-43300	CAPITAL IMPROVEMENTS	.00	235,000.00	248,925.00-	.00	248,925.00
604-43200-43400	EQUIPMENT	.00	.00	.00	.00	.00
604-43200-51100	OPERATING TRANSFERS OUT	.00	.00	.00	.00	.00
	SANITATION TOTAL	112,669.00	285,339.72	17,200.35-	15.27-	129,869.35
604-47100-44100	PRINCIPAL - LOAN RD2	871.00	69.36	774.82	88.96	96.18
604-47100-44101	PRINCIPAL - LOAN RD2 (47150)	527.00	42.23	470.26	89.23	56.74
604-47100-44200	INTEREST - LOAN RD2	1,631.00	139.14	1,518.70	93.11	112.30
604-47100-44201	INTEREST - LOAN RD2 (47150)	806.00	68.77	750.73	93.14	55.27
604-47100-51000	RESERVES	250.00	.00	.00	.00	250.00
604-47100-51001	RESERVES	133.00	.00	.00	.00	133.00
	DEBT SERVICE TOTAL	4,218.00	319.50	3,514.51	83.32	703.49
604-48500-43100	LAND	.00	.00	.00	.00	.00
	CAPITAL OUTLAY TOTAL	.00	.00	.00	.00	.00
604-51100-51100	OPERATING TRANSFERS OUT	.00	.00	.00	.00	.00
	TRANSFERS OUT TOTAL	.00	.00	.00	.00	.00
604-61100-51100	OPERATING TRANSFERS OUT	.00	.00	.00	.00	.00

TOWN OF HERMOSA
BUDGET REPORT
CALENDAR 12/2024, FISCAL 12/2024

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	OPERATING TRANSFERS OUT TOTAL	.00	.00	.00	.00	.00
	SEWER TOTAL	116,887.00	285,659.22	13,685.84	11.71	130,572.84
	TOTAL EXPENSES	913,014.00	455,583.23	835,101.54	91.47	77,912.46

TOWN OF HERMOSA
TREASURER'S REPORT
CALENDAR 12/2024, FISCAL 12/2024

FUND#	TITLE	LAST MONTH CASH BALANCE	REVENUES	EXPENSES	LIABILITY BALANCE	THIS MONTH CASH BALANCE
101	GENERAL	382,482.66	6,016.65	55,023.95	149.35-	334,099.57
211	BBB GROSS RECEIPTS TAX	91,869.83	22.85	226.82	.00	91,665.86
272	FEMA/CONSTRUCTION	.00	.00	.00	.00	.00
301	DEBT SERVICE	248,945.94	.00	91,409.60	29,193.54	157,536.34
602	WATER	885,960.11	10,381.82	23,263.64	82,486.16	873,279.31
604	SEWER	387,681.35	6,505.60	285,659.22	1,564.94	343,528.34
	Report Total	1,996,939.89	22,926.92	455,583.23	113,095.29	1,800,109.42

12A

General Service Agreement:

Whole Community Starting Experience

Child Care Solutions Activation Plan

Prepared for: Hermosa Area Growth and Development

PO Box 86, Hermosa SD 57744



**Our mission is to guide child care businesses and
the communities they serve to better outcomes.**

Client Need & Expected Outcome:

Hermosa Area Growth and Development needs help finding direction in addressing challenges impacting child care outcomes.

Scope of Services to be Provided:

In this agreement, Business of Child Care will offer the following services and related deliverables as part of our Whole Community Approach starting experience:

- **Child Care Solutions Activation Plan:**

Community Data Evaluation – An analysis of existing community-specific data on childcare, focused on identifying patterns and trends to facilitate informed discussions about desired outcomes for childcare. This data analysis is completed at a county level with local community information.

Opportunities & Outcomes Workshop – A series of in-person stakeholder listening sessions and lead group meetings to identify child care challenges and opportunities leading to mutual agreement on the community's desired outcomes.

Solution Pathways Wireframe Report– A preliminary presentation of potential solutions and outcomes providing a range of options based on community preferences.

Child Care Solutions Activation Plan – A strategic roadmap for implementing the solutions that best align with the community's stated goals and desired outcomes.

Child Care Solutions Activation Plan Summary Display Presentation – An accompanying display presentation of the strategic roadmap for public presentations and sharing.

Next Steps Kickoff Meeting – A facilitated session to help the group to get organized to move forward and determine how you will take first steps towards activating your plan.

Duration of Agreement & Investment for Services Provided:

The services covered in this agreement are expected to be completed by 4/30/2025. As you progress towards your expected completion date, you will have a chance to review your progress with your advisor, assess the work's overall success, and determine if further work is needed.

The cost for these services is \$12,000.00 and includes all elements including travel & incidentals. Our payment terms are structured as follows: 50% of the total investment will be invoiced and due within 15 days of contract execution, with the remaining 50% to be invoiced upon presentation of the Solution Pathways Review Report, the last step before receiving your Activation plan.

While we do not anticipate any additional expenses or charges, we commit to notifying you in advance and obtaining your approval before incurring any such costs. Your satisfaction and financial transparency are important to us, and we aim to ensure a smooth and straightforward payment process.

Additional Considerations:

This summary offers an overview of services designed to support the growth of quality child care capacity. Please note that the services provided are not meant to replace professional advice in areas such as legal matters, real estate transactions, or financial accounting. If necessary, it is advisable to seek professional counsel.

Business of Child Care operates and provides services professionally and in accordance with industry best practices. While we strive to deliver our best efforts, we cannot guarantee specific outcomes. All information and activities undertaken with the client remain confidential and will not be disclosed. Furthermore, all tools and products are the exclusive property of Business of Child Care.

Contact Information:

If you have questions or comments related to this work, you can reach the Business of Child Care client services team at 844-444-5602.

Leo Van Sambeek
On behalf of HAG&D

DocuSigned by:
Leo Van Sambeek
x _____
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Date: 12/8/2024

Jeff Andrews
Business of Child Care

Jeff Andrews
x _____

Date: 12/5/2024



13A

TOWN OF HERMOSA
ORDINANCE NO. 2.076A
SUPPLEMENTAL APPROPRIATION ORDINANCE

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

<u>EXPENDITURES</u>		General Fund Fund 101	
41400	<u>Finance Office</u>		
	Wages	\$15,000	Training for new FO/Wages not out of BBB Funds
	Total Finance Office	<u>\$ 15,000.00</u>	
41410	<u>Legal</u>		
	Professional Fees	\$ 3,000.00	New town attorney
	Total Legal	<u>\$ 3,000.00</u>	
41960	<u>Engineer</u>		
	Professional Fees	\$ 200,000.00	Lagoon/Water projects
	Total Engineer Fees	<u>\$ 200,000.00</u>	
43100	<u>Streets</u>		
	Other Expenses	\$ 45,000.00	Sidewalk project paid in Jan 24
	Total Streets	<u>\$ 45,000.00</u>	
	Total Appropriations	<u>\$ 263,000.00</u>	

<u>EXPENDITURES</u>		TIF Debt Service Fund 301	
46500	<u>TIF Debt Service</u>		
	Debt Service Expense	\$ 7,000.00	TIF dissolved
	Total TIF Debt Service	<u>\$ 7,000.00</u>	
	Total Appropriations	<u>\$ 7,000.00</u>	

<u>EXPENDITURES</u>		Sanitary Sewer Fund 604	
43200	<u>General Expense</u>		
	Capital Improvements	\$ 19,000.00	Wastewater Treatment System
	Total Swr Debt Service	<u>\$ 19,000.00</u>	
	Total Appropriations	<u>\$ 19,000.00</u>	

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

<u>REVENUE</u>	General Fund Fund 101
<u>SOURCE OF FUNDING</u>	
Unassigned Fund Balance	<u>\$ 263,000.00</u>

TOTAL MEANS OF FINANCE **\$ 263,000.00**

REVENUE

**TIF Debt Service
Fund 301**

SOURCE OF FUNDING

Unassigned Fund Balance \$ 7,000.00

TOTAL MEANS OF FINANCE **\$ 7,000.00**

REVENUE

**Sanitary Sewer
Fund 604**

SOURCE OF FUNDING

Unassigned Fund Balance \$ 19,000.00

TOTAL MEANS OF FINANCE **\$ 19,000.00**

Dated this 17th day of December, 2024.

ATTEST:

Linda Kramer, Board President

Terri Cornelison, Finance Officer

First Reading: December 17, 2024
Second Reading:
Publication:

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

Published once at the approximate cost of \$_____.



13B

MADISON
203 Center Street West
PO Box 287
Madison, SD 57042
605-556-7219



SPEARFISH
301 Seaton Circle
PO Box 815
Spearfish, SD 57783
605-642-4031

OFFICIAL NOTICE

SDARWS

50th Annual Membership Meeting
January 15, 2025

In accordance with Article III, Section 3 of the By-Laws, this is an Official Notice that the Fiftieth Annual Membership Meeting of the South Dakota Association of Rural Water Systems will be held on January 15, 2025, beginning at 8:15 am (CT), at the Ramkota Hotel & Conference Center, Pierre, South Dakota.

Training sessions are planned at the Ramkota Hotel & Conference Center for water system managers, directors, and system personnel. The Awards Ceremony will be held during the Awards Luncheon on Tuesday, January 14th, at 12:00 pm. We invite and encourage all water system board members to attend. Registration opens at 8:00 am on Tuesday, January 14th.

The early bird registration fee for the Annual Technical Conference is \$325.00, which includes the Legislative Reception & Exhibit Displays, Refreshment Breaks, and Awards Luncheon. Early bird registration ends December 15, 2024.

Sincerely,

Jodi Johanson, Secretary
SDARWS Board of Directors

Enclosures



MADISON
203 Center Street West
PO Box 287
Madison, SD 57042
605-556-7219

SPEARFISH
301 Seaton Circle
PO Box 815
Spearfish, SD 57783
605-642-4031

50th Annual Membership Meeting

January 15, 2025

8:15 a.m. 50th Annual Membership Meeting – Lloyd Poppens, President

Business Meeting:

- 1) Report of Quorum
- 2) Reading Notice & Proof of Mailing
- 3) Approval of Minutes of 2024 Annual Meeting
- 4) Election of State Association Directors
- 5) Report of President
- 6) Report of Government Relations Committee (PAC), Ron Gillen, Chairman
- 7) Report of NRWA
- 8) Report of Treasurer
- 9) Report of Executive Director
 - a) Year in Review
- 10) Resolutions
- 11) New Business
- 12) Questions & Answers

9:45 a.m. Adjourn