

**HERMOSA TOWN BOARD  
WORK SESSION  
Tuesday, March 14th, 2023 – Following P&Z Meeting**



- 1) **ROLL CALL:**
  - A) BOT Roll Call: Henrichsen, Holsworth, Kramer, Schumack
  - B) P&Z Roll Call: Harris, Waltman, Irvine, Westergard & Klaski
  - C) Acknowledgement of other attendees
  
- 2) **CALL FOR CHANGES:**
  - A) Review current agenda items
  - B) Motion to accept the agenda as presented/amended
  
- 3) **NEW BUSINESS:**
  
- 4) **WORK SESSION ITEMS**
  - A. Annexation: Gumbo Lily, Fairgrounds Place, McDermand Street.
  - B. Roy's Drive In sewer line
  - C. Agreement for performance of services of public works and town maintenance.
  - D. Fire Ordinance
  - E. Local (Town of Hermosa) Emergency Management Ordinance
  - F. Solar ordinance
  - G. Town sign design
  - H. Expectations of Board members concerning both boards.
  
- 5) **ITEMS FROM CITIZENS:** No action will be taken (3-minute time limit per speaker)  
Meetings of the Board of Trustees are open to the public. The audience may be allowed to comment on specific agenda items during the time allotted on the agenda for those items, according to established procedures of the Board. This is a time for members of the public to express concerns or discuss issues having relevance to the town. Anyone wishing to address the Town Board during this time shall be asked to identify themselves. The number of presentations and time allotted to individuals may be limited by the board president and individuals shall refrain from discussing personalities. The president at his discretion, may recognize patrons at other times during the board meeting. No action will be taken by the board on any issue related without being first placed on a future agenda, by the board, to allow for proper notice.
  
- 6) **TRUSTEE INPUT:**
  
- 7) **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
  
- 8) **ADJOURN:**  
Motion by \_\_\_\_\_; second by \_\_\_\_\_ to adjourn the meeting at \_\_\_\_\_ pm.

ATTEST:

\_\_\_\_\_  
Monika Serviss  
Finance Officer

\_\_\_\_\_  
Dan Holsworth  
Town Board President

HC

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

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

**Relationship of the Parties**

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

**The Duties and Essential Job Functions:**

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

**Pump House:**

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

**Water Tower:**

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

**General Water Works:**

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

Grounds Keeping:

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

Snow Removal:

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

**Compensation for Contractor:**

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

Sewer:

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

Lagoon:

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

Other Responsibilities:

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

**Compensation for Contractor:**

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

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

**Equipment Rates:**

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

**Insurance and indemnification:**

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

**Terms of Agreement:**

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

**Administration:**

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

**Standards:**

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

**Controlling Agreement:**

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

Dated this 4<sup>th</sup> day of January.

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

1-4-22  
(DATE)

ITS: [Signature]  
(CHUCK FERGUSON, CONTRACTOR)

1-4-22  
(DATE)

ATTEST:  
[Signature]  
FINANCE OFFICER

1-4-2022  
(DATE)



# EXHIBIT A

## FERGUSON CONSTRUCTION

### *EQUIPMENT HOURLY RATES*

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

\*\*Includes Operator Fees

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

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

**Relationship of the Parties**

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

**The Duties and Essential Job Functions:**

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

**Sewer:**

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

**Lagoon:**

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

**Other Responsibilities:**

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

**Compensation for Contractor:**

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

**Equipment Rates:**

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

**Insurance and indemnification:**

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

**Terms of Agreement:**

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

**Administration:**

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

**Standards:**

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

**Controlling Agreement:**

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

Dated this 20th day of January, 2022.

TOWN OF HERMOSA

BY: [Signature]  
(TOWN BOARD PRESIDENT)

1-14-22  
(DATE)

ITS: \_\_\_\_\_  
(CHUCK FERGUSON, CONTRACTOR)

\_\_\_\_\_  
(DATE)

ATTEST:

(Seal)

\_\_\_\_\_  
FINANCE OFFICER

\_\_\_\_\_  
(DATE)

# EXHIBIT A

FERGUSON CONSTRUCTION

## *EQUIPMENT HOURLY RATES*

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

\*\*Includes Operator Fees

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

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

**Relationship of the Parties**

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

**The Duties and Essential Job Functions:**

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

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

**Compensation for Contractor:**

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

**Insurance and indemnification:**

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

**Terms of Agreement:**

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

**Administration:**

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

**Standards:**

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

**Controlling Agreement:**

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

Dated this 4th day of January, 2022.

TOWN OF HERMOSA

BY:

[Signature]  
(TOWN BOARD PRESIDENT)

1-4-22  
(DATE)

ITS:

[Signature]  
(CHUCK FERGUSON, CONTRACTOR)

1-4-22  
(DATE)



[Signature]  
FINANCE OFFICER

1-4-2022  
(DATE)

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

Town of Hermosa,

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

Lagoon:

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

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

Thank you,

4 D.

**TOWN OF HERMOSA ORDINANCE NO. \_\_\_\_**

**An ordinance replacing in its entirety Ordinance No. 131**

**And establishing a new town code No. \_\_\_\_**

**AN ORDINANCE REGULATING OPEN BURNING IN HERMOSA SD**

**WHEREAS**, the Trustees of Commissioners of the Town of Hermosa is charged with protecting the health, safety and general welfare of the citizens of Custer County, including all property situated therein; and

**WHEREAS**, The Town of Hermosa may restrict open burning, after consultation with local fire officials and law enforcement officials, in order to protect the public health and safety; and

**WHEREAS**, the Town of Hermosa desires to replace the existing code in its entirety and shall indicate, with reference to the arrangement of this code. and

**WHEREAS**, the Town of Hermosa hereby deems it necessary to adopt the restrictions set forth in this Ordinance No. \_\_ in order to reduce the threat posed to the citizens and property of Hermosa residents.

**NOW, THEREFORE, BE IT ORDAINED BY THE HERMOSA TOWN BOARD OF TRUSTEES AS FOLLOWS:**

**SECTION I. DEFINITIONS:**

- A. **Open Fire:** Means any outdoor fire, including campfires and burn barrels, which is not contained within a fully enclosed fire box or structure from which the products of combustion are emitted directly to the open atmosphere without passing through a stack, duct or chimney. Open Fire shall NOT include Charcoal Grills, Liquid Fuel Grills, as defined herein.
- B. **Charcoal Grill:** Means a metal or stone device not resting on the ground with a metal grate designed to cook food using charcoal briquettes, char wood, hard wood, or similar fuel.
- C. **Liquid Fuel Grill:** Means a metal or stone device designed to cook food using liquefied or gaseous combustible fuel.

- D. **Burn Barrel:** Means a metal container used to hold combustible or flammable waste materials so they can be ignited outdoors for the purpose of disposal. Burn Barrels must be covered with a metal grate at any time when being used. Burn Barrels must be located in a safety zone devoid of all combustible materials 15 feet in radius from the center of the burn barrel while in use.
- E. **Outdoor Fireplace:** Means a manufactured appliance constructed of non-combustible materials, with a maximum fuel area of three (3) feet, fueled by cut or split wood, located not closer than 15 feet to any combustible surface and continually attended.
- F. **Campground:** Means any permitted commercial campground operated by private individuals or corporations, the State of South Dakota, or the United States Forest Service.

## SECTION II. REGULATIONS:

### A. Burn Barrels:

1. Special regulation: No person may ignite a fire in a burn barrel without a spark arrest. The Town of Hermosa recognizes the National Weather Service as a form of information concerning, the Grassland Fire Danger Index to be in the Very High or Extreme category, or a High Wind Watch or Warning, Fire Weather Watch, or Red Flag Warning issued for eastern Custer County from time to time. Use of burn barrels as defined herein is allowed anytime during which the Fire Danger Index falls below the Very High category and no High Wind Watch, or Warning, Fire Weather Watch, or Red Flag Warning is in place.

### B. Fireworks:

1. Reasonable Hours; It shall be unlawful for a person to discharge fireworks within the town limits, except during the period beginning July 2<sup>nd</sup> and extending through July 5<sup>th</sup>, and during the period beginning December 28, and extending through January 1, as permitted within SDCL § 34-37-16.1. The Hermosa Town Board of Trustees may declare non-use of fireworks if fire conditions are unfavorable.
2. It shall be further unlawful for a person to discharge fireworks within the town limits during the times outside of 9:00 a.m. to 10:00 p.m. beginning June 27 and

extending through July 2; 9:00 a.m. to 12:00 midnight on July 4; 9:00 a.m. to 2:00 a.m. on July 4<sup>th</sup> ; 9:00 a.m. to 12:00 midnight July 5; 9:00 a.m. to 12:00 a.m. December 28 through December 29; 9:00 a.m. to 12:00 midnight December 30; 9:00 a.m. to 2:00 a.m. December 31; and 9:00 a.m. to 12:00 midnight January 1.

(Ord. 9.09, passed 5-1-2012) Penalty, see § 10.99

3. Enforcement: The Department of Public Safety, together with all law enforcement officers of the state and its political subdivisions, shall be charged with the enforcement of the provisions of this chapter.

(Ord. 9.09, passed 5-1-2012)

4. Violation: Except where a penalty is specifically provided, a violation of the provisions of this chapter is a Class 1 misdemeanor.

(Ord. 9.09, passed 5-1-2012)

5. Conflict: In the interpretation and application of the provisions of this chapter, these provisions shall be held to a minimum requirement adopted for the promotion of the public health, morals, safety, and the general welfare. Whenever the requirements of this chapter are at variance with the requirements of other lawfully adopted rules, regulations, or ordinances, the most restrictive, or that imposing the higher standards, shall govern.

(Ord. 9.09, passed 5-1-2012)

**SECTION IV. REPEAL OF THE TOWN OF HERMOSA ORDINANCE NO. 131:**

The Commission hereby repeals The Town of Hermosa, Ordinance No. 131 – To Establish Penalties for Violation of Burn Bans and Permits (Dated July 25, 2007).

Adopted this 14th day of April, 2021 by the Town of Hermosa Board of Trustees. This Ordinance No. \_ shall become effective on the twentieth (20<sup>th</sup>) day after publication.

Town of Hermosa:

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Dan Holsworth, President

ATTEST:

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Monica Servis, Finance Officer

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Adopted: \_\_\_\_\_

Published: \_\_\_\_\_

Effective Date: \_\_\_\_\_

### NOTICE OF ORDINANCE ADOPTION

**NOTICE IS HEREBY GIVEN:** that the Town of Hermosa has adopted Ordinance No.\_\_; known and cited as an ordinance regulating open burning in The Town of Hermosa SD which supersedes all previous ordinances adopted by the Town of Hermosa.

Further, any citizen interested in viewing the Ordinances may view it at Hermosa Town Hall, from 8:00 a.m. to 5:00 p.m., Monday through Friday. The effective date of the Ordinance is \_\_\_\_\_, unless a referendum is invoked.

TOWN OF HERMOSA  
RESOLUTION NO. 10-2018  
WATER SHUT OFF FEE

A RESOLUTION ESTABLISHING A FEE FOR SHUTTING OFF WATER SERVICES FOR THE MUNICIPALITY OF HERMOSA, CUSTER COUNTY, SOUTH DAKOTA.

BE IT RESOLVED by the Municipality of Hermosa, Custer County, South Dakota that upon request of owners or occupants connected with the Hermosa Municipal Water System to shut water service off shall pay a fee in the amount of \$25.00.

Dated this 20th day of November, 2018.

ATTEST:

\_\_\_\_\_  
Dan Holsworth, Town Board President

\_\_\_\_\_  
Bobbie L. Johnson, Finance Officer