

HERMOSA TOWN BOARD
SPECIAL MEETING
TUESDAY, NOVEMBER 25, 2025
5:00 PM



- 1) **ROLL CALL:**
 - A. BOT Roll Call: Kramer, Ferguson, Koontz, Serviss
 - B. Acknowledgement of other Attendees
 - C. Pledge of Allegiance
- 2) **CALL FOR CHANGES:**
 - A. Review of current agenda items
 - B. Motion to accept the agenda as presented/amended
- 3) **CONFLICT OF INTEREST DECLARATION**
- 4) **ITEMS OF BUSINESS:**
 - A. Public Works Employee
 - B. Use of BBB money to fund hanging of light pole Christmas decorations
 - C. Approve order of parts for repair of Vaktor truck pony motor clutch
- 5) **ITEMS FROM CONSTITUENTS:** No action can be taken by the board on any issue related without being first placed on a future agenda, to allow for proper notice.
 1. Reserved time for public comment is **15 minutes**.
 2. This is a time for citizens of the town of Hermosa or owners of property within town Limits to express concerns or discuss issues having relevance to the town.
 3. Anyone wishing to address the Town Board during this time shall be asked to stand and Identify themselves after being recognized the Board President.
 4. Each person will be allotted **3 minutes** to speak.
 5. After these time limits are reached, all further commentary shall be made only with the Chair's approval.
- 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
- 7) **ADJOURN:** Motion by _____; Second by _____ to adjourn the meeting at _____ PM.

Current PW
Contract

4A

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

This Agreement is entered into this 23rd day of January, 2024 by and between the Town 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 and sewer maintenance, and other such things as specifically set forth herein.

Relationship of the Parties

The parties hereby acknowledge that no other relationship exists between the Town and Contractor, other than an independent contractor relationship for all intents and purposes of this Contract. The Contractor shall in no way be deemed the agent of the Town, except as expressly provided herein. All telephone conversations between the Contractor and SDDANR shall be accomplished only with the finance Officer or a Board Member present and the call shall be recorded. The town will provide the Contractor with an office on the main floor of the Town Hall at no cost to the Contractor.

The Duties and Essential Job Functions:

The Contractor must work well at all times with the President, Vice-President, Finance Officer and the Water/Sewer Committee Chairpersons. The contractor has the first right of refusal for items outside scope of contract prior to BOT vote. The Contractor shall follow all directives given to the contractor through a majority vote of the Board of Trustees. The contractor will have bi-monthly meetings with the Water/Sewer Committee

Chairpersons prior to each Board of Trustees meeting. All billing will be accomplished within 30 days of task completion, failure to do so could result in the claim being not paid.

Compensation for Contractor:

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

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

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 chlorine tanks
- Chlorine pump has a rubber diaphragm which must be replaced every six months, depending on amount of usage and documented in daily log recorded and turned in monthly
- Monitor propane, 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 as requested by the Town Office Personnel.
- Responsible for repair and replacing existing meters/remote meters as they go bad 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-way's, pump house and lagoon (excludes railroad properties)
- Weed eat around all signs, hydrants and any areas needing attention that are town properties
- Such grounds keeping set forth in this section shall be done on a regular, as needed basis, to maintain a neat appearance of all town properties and to meet town ordinances
- Parties agree that in the event the Contractor fails to mow or trim any particular area within the Town limits within 72 hours of being notified to do so by the City Finance Officer, after a majority vote of the Board, the Town reserves the right to hire another contractor to complete said task at Contractor's expense, which shall be subtracted from Contractor's payments.

Snow Removal:

- The amount of snow (four inches) current wind, drifting, temperature, future weather forecasts and moisture content of the snow

shall be taken into account when making the decision to plow snow. Close coordination is required with the President/Vice President prior to and during snow removal.

- During white out conditions and blizzards snow removal will be on hold until it can be accomplished safely.
- The priorities will be school routes (Whitney, 2nd, 5th, & 4th) to be completed by 6:00 am, and the town office areas which will be completed by 7:00 am. The town's responsibility by the Dollar General and Restaurant will be the next priority.
- This will include blading of all approaches to driveways and all secondary streets as needed and as directed by the Street Chairman
- Snow removal equipment rental costs will be invoiced to the Town by the Contractor at the rates as agreed upon in attached Exhibit A.
- Contractor is responsible for damages, clean-up, and repair.
- Shoveling Sidewalks & Entry Ways and placing salt has no amount of snowfall trigger the Sidewalks & Entry Ways will be keep clear of ice and snow at all times. See Exhibit A for compensation.

Compensation for Contractor:

The Contractor shall be paid \$1,339.20 per month, for all duties set forth below, regardless of the frequency of said duties. The said amount is to include all taxes or other fees required by any governmental agency for the performance of duties set forth

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

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

Sewer:

- Shall comply with CMOM to include scheduling all periodic items
- 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 pumping and discharge of the lagoon

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 (paint on the ground) when One Call requests (10 per month then reference Exhibit A).

- Prepare a report turned in to the Board of Trustees at each regular meeting.
- 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 BOT member.
- Monthly meetings with the chair of said committee on the status of CMOM requirements to ensure all items are accomplished in a timely manner.

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

Manpower Rates:

Man power rates for work not included in this agreement will be \$42.00 per hour for the Contractor and the hourly rate per hour paid to the Contractors helper. When items in **EXHIBIT A** or other projects requires a second person to accomplish the given task the hourly rate for the second person will be the rate paid to the Contractors helper as per Contractor's set wage. All billing will be accomplished within 30 days of task completion, failure to do so could result in the claim being not approved.

Equipment Rates:

The parties agree that the equipment rates set forth in Exhibit A shall be paid to Contractor as needed. Contractor shall submit a billing, no less than every thirty (30) days regarding equipment time used for the previous month. Such billing shall include the

description of said equipment, hours of use and a brief description of the job site upon which equipment was used.

Minor Repairs to the sewer and water system under \$3,000:

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

Emergency Repairs:

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

Mileage outside the one-mile radius of the Town:

The Contractor may submit to be reimbursed for mileage outside the one-mile radius of the town for delivering samples and traveling to purchase parts. The rate will be paid at the state rate. The Contractor may also submit for hours used in addition to mileage for travel time to get parts but not for taking required samples per this agreement to the Lab.

Parts and materials from the Contractors bench stock:

Parts and materials used by the Contractor to perform any repair under this agreements or tasks assigned by the Board of Trustees

from the Contractors bench stock can be billed at the replacement cost to the Contractor to include milage and travel time if applicable.

Reading Meters:

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

The special meter upgrade project:

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

Insurance and indemnification:

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

Terms of Agreement:

This contract is for a term of twenty-four (24) months. The rate increases for calendar year 2025 will be addressed during the development of the 2025 budget. Either party may terminate this Agreement, in whole or in part, by giving thirty (30) days written notice, if the other party substantially fails to fulfill its obligations under the Agreement through no fault of the

terminating party. Where method of payment is "lump sum", the final invoice will include all services and expenses associated with the Agreement at a rate of \$103.60 per calendar day, up to the effective date of termination.

Administration:

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

Standards:

Contractor warrants and represents that all work performed subject to this Agreement shall be completed in a 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 23 day of Jan,
2024.

TOWN OF HERMOSA

BY: Terrell E Styles

Terrell E Styles
(TOWN BOARD PRESIDENT)

30 Jan 24
(DATE)

ITS:

Chuck Ferguson
(CHUCK FERGUSON, CONTRACTOR)
(DATE) 1-30-2024



ATTEST:

(Seal)

Gail Bodden

1/30/2024

FINANCE OFFICER

(DATE)

EXHIBIT A

FERGUSON CONSTRUCTION

EQUIPMENT HOURLY RATES

<u>ITEM</u>	<u>RATE</u>
Backhoe	\$ 90.00
Backhoe, 12' Blade	\$ 90.00
Bobcat, any attachment	\$ 72.00
Motor Grader Blade	\$ 78.00
6 Yard Box Truck	\$ 48.00
Mowing Equipment / Bobcat Brush Hog	\$ 66.00
17 Yard Box Truck	\$ 78.00
Footings & Foundations (per inspection)	\$ 42.00
Shoveling Sidewalks & Entry Ways per time	\$ 30.00
Locates > 10 per month per locate	\$100.00

**Includes Operator Fees for one person



CONSULTING SERVICES AGREEMENT

CLIENT	Town of Hermosa	Project Name	4-Year Contract Operations and
Address	230 Main Street		On-Call Inspection Master Service Agreement
	Hermosa, SD 57744		Hermosa Drinking Water and Sanitary System
			Project Location Hermosa, Custer County, SD
Telephone	(605)255-4291		
Client Contact	Kelburn Koontz, President	Consultant PM	Anthony L. Theodorou PE
Client Job No.		Consultant Job No.	

This Agreement is made by and between Town of Hermosa, 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):

341 hours per year - Wastewater System Operations: Yr. 1 (@\$145/hr, Yr. 2 @\$150/hr, Yr. 3 @\$155/hr, and Yr. 4 @\$160/hr.

213 hours per year - Water System Operations Yr. 1 (@\$145/hr, Yr. 2 @\$150/hr, Yr. 3 @\$155/hr, and Yr. 4 @\$160/hr.

On-Call WW/W Inspection Services - \$150/hr, emergency call in (typically 1 hour for diagnostics)

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: \$_____
☒ By Time and Materials: \$See Contract/On-Call Fees.
☐ 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: <u>William Koontz</u>	BY: <u>Anthony Dirks</u>
AUTHORIZED REPRESENTATIVE	AUTHORIZED REPRESENTATIVE
PRINT NAME: <u>KELBURN KOONTZ</u>	PRINT NAME: <u>Anthony Dirks</u>
TITLE: <u>PRESIDENT, TOWN BOARD</u>	TITLE: <u>Senior Vice President</u>
DATE: <u>7/23</u> , 20 <u>25</u>	DATE: <u>July 2</u> , 20 <u>25</u>

BENESCH OFFICE: Rapid City

ADDRESS: 343 Quincy Street, Suite 104

Rapid City, SD 57701

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

TOWN OF HERMOSA PUBLIC WORKS BUDGET			2026
Account	Description	Proposed 2026	
STREETS			
E 101-43100-42150	CONTRACT EXPENSE	\$ 2,707.00	CHUCK 225.6*12=2707.20

[illegible]

TOWN OF HERMOSA
BUDGET REPORT
CALENDAR 11/2025, FISCAL 11/2025

4B

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
211-46310-42900	OTHER EXPENSE	.00	.00	.00	.00	.00
		=====	=====	=====	=====	=====
	URBAN REDEVELOP/HOUSING TOTAL	.00	.00	.00	.00	.00
211-46530-41100	WAGE EXPENSE	10,665.00	41.65	1,013.78	9.51	9,651.22
211-46530-41200	PAYROLL TAX EXPENSE	.00	3.19	77.49	.00	77.49-
211-46530-42600	SUPPLIES & MATERIALS	.00	.00	85.72	.00	85.72-
211-46530-42900	OTHER	4,335.00	.00	.00	.00	4,335.00
		=====	=====	=====	=====	=====
	PROMOTING THE CITY TOTAL	15,000.00	44.84	1,176.99	7.85	13,823.01
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	44.84	1,176.99	7.85	13,823.01
		=====	=====	=====	=====	=====
		=====	=====	=====	=====	=====
	TOTAL EXPENSES	15,000.00	44.84	1,176.99	7.85	13,823.01
		=====	=====	=====	=====	=====

TOWN OF HERMOSA
TREASURER'S REPORT
CALENDAR 11/2025, FISCAL 11/2025

FUND#	TITLE	LAST MONTH CASH BALANCE	REVENUES	EXPENSES	LIABILITY BALANCE	THIS MONTH CASH BALANCE
211	BBB GROSS RECEIPTS TAX	116,006.63	.00	44.84	.00	115,961.79
	Report Total	116,006.63	.00	44.84	.00	115,961.79