

**HERMOSA TOWN BOARD  
TUESDAY, JANUARY 9, 2024  
PUBLIC HEARING AND REGULAR MEETING @ 6.00pm**

- 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) **PUBLIC HEARING:**
  - A. The public is invited to attend and comment on the following project:  
Resolution of Intent to Lease Real Property
  
- 4) **SPECIAL ITEMS:**
  - A. Gail Boddicker – Oath of Office
  - B. Meeting Protocol
  - C. Adopt a special rule of order
  
- 5) **CONSENT CALENDAR:**
  - A. Approval of the December 19, 2023, Regular meeting minutes
  
- 6) **CONFLICT OF INTEREST DECLARATION**
  
- 7) **PLANNING & ZONING**
  - A. Permit #2023-28  
Informational Permit
  - B. Permit #2023-29  
Manufactured Home Moving Permit  
Digging/Grading Permit
  
- 8) **CLAIMS:**
  - A. Review payroll and claims
  - B. Motion to approve the claims as presented/amended
  
- 9) **LAW ENFORCEMENT/ ABATEMENTS/COMPLAINTS:**
  - A. Marshal's Report
  - B. Custer County Log
  - C. Abatements  
Properties, Dumpster
  
- 10) **LEGAL:**
  - A. Engineer expense reimbursement
  - B. Ordinance 50.01  
Town to charge for new heads on electronic meters?
  - C. Law Enforcement  
Is 3<sup>rd</sup> Class Municipality required to have their own law enforcement?
  - D. WRT Termination Agreement and Mutual Release
  
- 11) **ENGINEER:**
  - A. Hermosa Sidewalk Project, pending final bill from SD DOT
  - B. Town of Hermosa Water and Sewer Extension Project – pending
  - C. Approval for KLJ Engineering to develop task orders; Deadline TBD
    1. Lagoon bidding and construction management
    2. Engineering staff reports/office support
    3. Evaluate lift station at Ferguson Subdivision for storm water issues
    4. Feasibility study for tying into SBHW to submit to SDDANR funding/grants
    5. 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

- 6. Feasibility study for evaluating (stormwater along Whitney and road replacement) the intersection of Whitney and 2<sup>nd</sup> Street to highway 79 for SDDOT for funding/grants
- 7. Highway 79 sewer repair bidding and construction management
- D. Request for KLJ to prepare a cost estimate and draft task order to update the Comprehensive Plan

12) **PUBLIC WORKS**

- A. Committee Report
- B. Streets, Street Light Repairs, Water & Sewer Department Updates  
Trustee report on town lighting needs
- C. Bolted Tank Interior Floor Reseal
- D. Open Work Orders (Attached)

13) **FINANCE OFFICE:**

- A. Monthly financials
- B. Department updates  
SBI, insurance coverage recommendations  
Class Action Suit?  
2024 South Dakota Legislature  
Sander Sanitation
- C. Grant research
- D. Tracking Items (Attached)
- E. Approve Independent Audit Services Engagement Letter  
Request to move to two-year audit  
2022/2023 (Spring of 2024)
- F. Computer for Town Office
- G. Hiring a full-time finance officer
- H. Approve hiring processes (see attached)

14) **OLD BUSINESS:**

- A. Annexation: Voluntary Annexation
- B. Hermosa Connects

15) **NEW BUSINESS:**

- A. SBHW presentation – pending – Mid to late November
- B. Headwaters Economics
- C. Andersen Engineers  
Survey; Locate 9 Corners
- D. Town office camera system investigation
- E. Requirement drainage on Lone Coyote Development and Carriage Hills
- F. Town Office parking/lower level
- G. Black Hills Recovery Network  
Request financial reports/bank statements for past five years
- H. Equipment for doing locates
- I. 2024 Election Date & Combining Agreement  
June 4, 2024
- J. Designation of Custer County Chronicle as Official Newspaper for 2024
- K. Designation of Pioneer Bank & Trust as Official Financial Institution for 2024
- L. Resolution 01-2024 Salary and Wages
- M. Contract Renewal
- N. Federal Emergency Management Administration  
Approve Letter of Commitment

- 16) **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.

17) **TRUSTEE INPUT:**

- 18) **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
- 19) **ADJOURN:** Motion by \_\_\_\_\_; Second by \_\_\_\_\_ to adjourn the meeting at \_\_\_\_\_ PM.

**RESOLUTION OF INTENT TO LEASE REAL PROPERTY  
AND NOTICE OF HEARING**

**WHEREAS**, the Town of Hermosa owns the following described real property in Hermosa, Custer County, South Dakota (the “Property”):

**Lots 20, 21, 22 and 23 in Block 3, Hermosa Custer County, South Dakota (the Old Custer Co Hermosa Shop)**

and

**WHEREAS**, Triple J&K Properties LLC a South Dakota Limited Liability Company desires to lease the foregoing “Property” from the Town of Hermosa for commercial purposes.

**NOW, THEREFORE, BE IT RESOLVED,**

The Town of Hermosa Board of Trustees hereby gives notice of its intent to lease the following described real property to Triple J&K Properties LLC a South Dakota Limited Liability Company upon such terms and conditions as the Town of Hermosa determines in accordance with SDCL § 19-12-5.2, to-wit:

**Lots 20, 21, 22 and 23 in Block 3, Hermosa Custer County, South Dakota (the Old Custer Co Hermosa Shop)**

The hearing on the Resolution of Intent to Lease shall be held on January 9, 2024, at the hour of 6:00 p.m. (MST) at the Hermosa Town Office in Hermosa, South Dakota. The public is encouraged to attend and provide comment.

Dated this 19<sup>th</sup> day of December, 2023.

BOARD OF TRUSTEES

\_\_\_\_\_  
Vice-President

ATTEST:

\_\_\_\_\_  
Finance Officer



5A

**HERMOSA TOWN BOARD  
TUESDAY, DECEMBER 19, 2023  
REGULAR MEETING @ 6:00pm**

**A ROLL CALL:** Styles called the meeting to order on Tuesday, December 19, 2023, at 6.00 pm with the following members present: Ferguson, Henrichsen, Holsworth and Kramer. Attorney Johnson also present. Interested citizens also present. Pledge of Allegiance led by Styles.

**CALL FOR CHANGES:** Motion made and seconded to approve agenda as amended (to move agenda items 16 E under 7B): vote; all ayes, motion carried.

**SPECIAL ITEMS:** None.

**CONSENT CALENDAR:** Motion made and seconded to approve December 5, 2023, BOT regular meeting minutes and December 13, 2023, special meeting minutes; discussion. Holsworth requested it be noted his insurance is \$3 million per occurrence, double reoccurrence – he asked that be noted as discussed in Trustee Input in December 5, minutes. Vote on amended 12-5-23 minutes: vote; 3 ayes, Henrichsen and Ferguson, nay; motion carried.

**CONFLICT OF INTEREST DECLARATION:** Board members are responsible to refrain from discussion and voting on agenda items that they may have a conflict of interest with.

**BID AWARD.** Pump & Haul Operations for Lagoon Effluent Level Control Operations. Motion made and seconded to award the Effluent Level Control Contract to Hills Septic Service, the lowest bidder at 7.5 cents per gallon including pumping, a minimum of 500,000 gallons and a maximum of 3,000,000 gallons, at a maximum daily haul rate of 50,000 gallons per day. The minimum dollar amount of the award will be \$37,500. Vote; all ayes, motion carried. Motion made and seconded to remove item from agenda: vote; all ayes, motion carried.

**BID OPENING:** Town Office Lease, bid opening. Chair responsibility turned to Henrichsen. Henrichsen performed the bid openings and requested the finance officer to record bids. The town received one bid on the property by: Triple J&K Properties, LLC, for \$14,400.00 per year.

Attorney advised the town they must perform a Notice of Intent to Lease and hold a Public Hearing. Public Hearing may be held at the next board meeting. Chair responsibility turned back to Styles.

**CLAIMS:** Motion made and seconded to approve December 19, 2023, Payroll and Claims as presented. Vote; all ayes, motion carried. GOLDEN WEST TECHNOLOGIES, Email issues \$450.00, MT RUSHMORE TELEPHONE, Phone/internet, \$255, PIONEER BANK & TRUST, Office Supplies, 2 Sig. accts. \$884.48, SDML Workers' Comp Fund, Membership Dues, Renewal \$1,104.18, DANR Wastewater Discharge permit \$50.00, Accounts Payable Total \$2,743.78, Payroll related : Financial administration, \$5,678.48, EFTPS- FED/FICA TAX, \$1,733.86, Payroll Related Total \$7,412.34, REPORT TOTAL \$10,156.12 GENERAL \$9,824.12, WATER \$141.00, SEWER \$191.00 TOTAL FUNDS \$10,156.12.

**LAW ENFORCEMENT/ABATEMENTS/COMPLAINTS:** Marshal's Report, none. Custer County log provided in packet. Concern with not seeing county law enforcement activity in town, no action. Abatements: there is an issue with prairie dogs in property in west Hermosa, letter sent to property owner regarding the prairie dog issue. The town requested a deadline of January 8, 2024, to take care of the problem. Issues not in compliance by the deadline will be remedied by the town and assessed to the property owner. Concern with yard waste dumpsters being filled with debris from citizens who may not live within the city limits; no action. Concern with properties where vehicles are parked on sidewalks on Second Street. Action: trustee to place a courtesy call.

**LEGAL:** Engineer expense reimbursement. Ordinance 50.01, town to charge for new heads on electronic meters. This item on agenda to discuss who will be responsible for the cost of the new heads. The current ordinance stipulates the expenses will be incurred by water users. Discussion. Attorney advised town to follow its ordinance. Motion made and seconded to table this issue until the town has an opportunity to research grants to have the ability to not charge citizens for the meter replacements; vote; all ayes, motion carried. Law Enforcement with 3<sup>rd</sup> Class Municipality: "SDCL9-29-2 Regulation of police of municipality. Every municipality shall have power to regulate the police of the municipality and pass and enforce all necessary police ordinances" Attorney interprets SDCL, Chapter 9:29 as municipalities are not required by law to have law enforcement. Discussion. No action.

**ENGINEER:** Hermosa Sidewalk Project, pending final bill from SD DOT. Town of Hermosa Water and Sewer Extension Project; pending. Approval for KLJ to develop task orders; deadline TBD. Lagoon bidding and construction management: No update from: Conditional Letter of Map Revision prepared by KLJ and sent to FEMA. Once approved, it will be sent to SDDANR. At that time DANR will approve the FONSI which will be posted in the Custer Chronicle with a 30-day waiting period before construction can start. Engineering staff reports/office staff: One completed task review of Permit 2023-27-Plat Application-24549 SD Hwy 79-Parcel 004135, one open task review of the FEMA grant request is on-going.

Evaluate lift station at Ferguson Subdivision for storm issues. A FEMA design grant is being requested.

Feasibility study for tying into SBHW to submit to SDDANR funding/grants, pending.

Feasibility study for placing water and sewer along Whitney Street from east of RR to Hwy 79 to submit to SDDANR for funding/grants: pending.

Feasibility study for evaluating (stormwater along Whitney and road replacement) the intersection of Whitney and 2<sup>nd</sup> St to Hwy 79 for SDDOT for funding /grants: working on grant from FEMA for the design.

Hwy 79 sewer repair bidding and construction mgmt.: pending.

Motion made and seconded to request KLJ to prepare a cost estimate and draft task order to update the comprehensive plan.

Discussion. Vote; two ayes, Holsworth, nay, Kramer, nay, Styles, nay; motion failed.

PLANNING & ZONING: Dec 12, 2023, P&Z minutes are in packet for reference. Permit 2023-26, Informational Permit, 465 Manning St. Owner will install 2<sup>nd</sup> meter in basement, provided by the town and paid for by the owner. Chair to Henrichsen: Motion made and seconded to approve Permit 2023-27, Plat Application: 24549 SD Hwy 79, Parcel 004135, discussion. Vote; four, ayes, one, abstained; motion carried. Motion made and seconded to remove, Permit 2023-26 – Informational Permit and Permit 2023-27, Plat Application, from the agenda; vote; all ayes, motion carried. Styles resumed Chair responsibility from Henrichsen.

PUBLIC WORKS: Committee report, status of setting up lagoons B & C to run in surcharge. Ferguson provided updates. Discussion regarding tree in sewer easement; Holsworth to obtain estimate on killing roots. Discussion regarding repairing the water line at 355 Main Street; request citizen to send a letter to town allowing public works to enter their property. Bolted Tank Interior Floor Reseal, pending. Open work orders, no action.

FINANCE OFFICE: Monthly financials provided in packet. SBI follow up, move to Tracking Items. Grant research, pending. Tracking items, pending. Discussion regarding proceeding with 2022/2023 audit; concern that the town must comply with the requirements set forth with the town's federal loans. Attorney advised the town would be in compliance. Motion made and seconded to approve CPA to proceed with 2022/2023 audit, this year only; vote; all ayes, motion carried. FYI: two computers were purchased for the town office. Discussion of holiday pay for part-time employees; to be placed on next agenda; no other action.

OLD BUSINESS: Voluntary Annexation: Boddicker working on obtaining signatures from citizens who wish to pursue voluntary annexation. The plan is to hold a public hearing in January in order to move forward with annexation. Hermosa Connects: will be hosting a Mixer on January 16, 2024, 5:00 to 7:00 p.m. The first Christmas decorating contest completed. Selected June 22, 2024, for the June Vendor Fair and Hermosa Community Yard Sale events.

NEW BUSINESS: SBHW presentation, pending. Headwaters Economics and KLJ propose the following tasks be included in the Hermosa grant application: Task 1 – Feasibility Analysis of multiple projects with benefit cost analysis (may include alternatives) Sanitary Sewer Assessment - Ferguson Subdivision West Court Drainage Improvements Fairgrounds Place Drainage Improvements Whitney and Second Street Drainage Improvements. Task 2 – Conceptual Plan Development of preferred alternative (multiple projects). Task 3 – Due Diligence / Environmental Planning (Desktop NEPA clearances). Task 4 – Design (multiple projects - pending BCA findings) tentative schedule put together by Headwaters for the grant application process. Andersen Engineers Survey; Locate 9 Corners, pending. Town office camera system investigation, pending Styles and Ferguson walk through. Requirement drainage on Lone Coyote Development and Carriage Hills, pending KLJ review. 2<sup>nd</sup> Reading, 2023 Supplemental Ordinance. Motion made and seconded to approve the 2023 Supplemental Ordinance: vote; all ayes, motion carried. Town Office parking/lower level, pending. Motion made and seconded to table and move item to tracking, "Town Office parking/lower level; vote; all ayes, motion carried. Temporary Lagoon Construction Easement Neugebauer Brother's Dairy: easement was signed and it must be recorded. Motion made and seconded to approve refunding Ferguson for the expenses (less town expenses) he incurred when he applied for rezoning property on Whitney Street earlier in 2023; vote; one, nay; one, abstained; three, ayes; motion carried. Motion made and seconded to reassign Holsworth's committee memberships, Streets to Ferguson (Donna) and Sewer to Holsworth; discussion. Kramer made a substitute motion to request Holsworth not be removed from the Sewer Committee, no second. Vote on original motion to reassign Sewer and Streets Committees: two, nays, three, ayes; motion carried. Motion made and seconded to request Black Hills Recovery Network to provide financial reports/bank statements for the past five years by the first meeting in January 2024, so the BOT members can determine if the town will continue to provide support of any kind for printing of the Hermosa Newsletter, discussion. Vote; all ayes, motion carried. Purchasing equipment for performing locates, pending. Temporary ramp for lagoon, Chucks work will be time and materials supported by receipts. Building Resilient Infrastructure and Communities: discussion and designation of Application Agent(s) Reading of 07-2023 Resolution, motion made and seconded to approve Resolution 07-2023; vote; all ayes, motion carried. Motion made and seconded to remove the following items from the agenda: Leasing Town Shop, Request for advertising for pumping lagoon, 2<sup>nd</sup> Reading: 2.075A, Hermosa Board of Trustees changes to January 2024 meeting dates, BBB Funds, Temporary Lagoon Construction Easement Neugebauer Brother's Dairy, Ferguson Reimbursement of Zoning Permit money less actual town expenses, Reassignment Holsworth's committee memberships, Temporary ramp for lagoon and Building Resilient Infrastructure and Communities; vote; all ayes, motion carried.

ITEMS FROM CITIZENS: Special thanks to the board for their service.

TRUSTEE INPUT: Holsworth: entertaining, never surprising meeting; Ferguson: none; Kramer: wishing everyone a safe and wonderful holiday; Henrichsen: everyone is working hard and appreciates the time the board puts in, happy holiday; Styles: thank you to everyone for being on time, thanks for the input from everyone, thanks to Attorney.

EXECUTIVE SESSION: None.

ADJOURN: Motion made, seconded, to adjourn the meeting at 8:42 pm; vote: all ayes, motion carried.

ATTEST:

Gail Boddicker, Finance Officer

Jerry Styles, Town Board President

Published once at the approximate cost of \_\_\_

# FYI! Town of Hermosa

7A

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

DATE 12-19-23

PERMIT # 2023-28

## Informational Permit

No Fee

605-877-1594

Is Property in the Flood Plain?  Yes  No Zoning District \_\_\_\_\_

\*\*\*IF YES - YOU NEED A FLOOD PLAIN DEVELOPMENT PERMIT\*\*

Property Owner Name(s): Tyler Phelps, Jazlyn Millhouse

Mailing Address: PO Box 295

Email: Jazlyn Kleinshmit-Kleinshmit-millhouse@student.wdt.edu

Address of Project: 260 Ferguson Street

Legal Description: Cottage Law Baking Permission  
Subdivision \_\_\_\_\_ Block \_\_\_\_\_ Lot(s) Lot Size \_\_\_\_\_

Description of Work: Utilization of SDCC Cottage Law to make and sell non-refridgerated items (cookies, bars, pies, cakes etc....)

i.e. Fence below 4' (front yard), 6' (side/rear yard), Accessory Building/Deck less than 160 sq.ft.; Sidewalk; Driveway; Concrete; Renovation / Remodel / Repairs / Maintenance not requiring Building Permit (i.e. shingle replacement)

Total Cost Estimate of Project NA Total Square Footage of Project NA

Building Area (Sq. Ft.) NA Height: NA

Accessory Bldg. Setbacks From Lot Lines: Front: \_\_\_\_\_ Ft. (20' Town Minimum)

(See Ord.155) Rear: \_\_\_\_\_ Ft. (5' Town Minimum)

Side: \_\_\_\_\_ Ft. (8' Town Minimum)

Side: \_\_\_\_\_ Ft. (8' Town Minimum)

Licensed Contractor / Person doing work NA

Address of Contractor / Person N#

Contact Phone Number of Contractor / Person NA

Parcel # 107140 OFFICE USE

# Cottage Food Reform

## SOUTH DAKOTA

Sponsor: **Representative Marli Wiese**

Bill: **HB 1322**

Homemade food businesses are a flexible and safe way to earn a living. These small businesses with low start-up costs are predominantly women-owned and provide locally-made foods to communities. If these businesses were not limited by unnecessary regulations, they would create necessary jobs and expand food options, especially in rural areas.

State law restricts homemade food producers to selling few kinds of goods and puts arbitrary restrictions on the sale of these goods that are not tied to food safety. But homemade food is safe. All states allow the sale of homemade food in varied ways. North Dakota and Wyoming have the freest laws in the country, and more states expand their homemade food laws every year, broadening consumer choice for specialty goods and boosting local economies. South Dakota's restrictions are only preventing producers from meeting customer demand and supporting their families.

**This bill will make it easier for South Dakotans to buy, sell, and consume the food of their choice.**

The bill:

- Ensures the health and safety of both producers and consumers through basic safety requirements. Producers of perishable food must complete food safety training, and all homemade food products must be labeled as homemade and with the ingredients of the product.
- Broadens the products that homemade food producers may sell by allowing both shelf-stable goods like cookies, jams, and dried herbs, as well as some perishable foods like cheesecakes, kuchen, and frozen fruit and vegetables if producers complete food safety training.
- Removes a burdensome third-party verification requirement for selling canned goods if producers complete food safety training.

**Help create more opportunities for home-based food producers.**



2022 South Dakota Legislature  
**House Bill 1322**  
**ENROLLED**

AN ACT

**ENTITLED** An Act to provide for the direct sale of certain home-produced or home-processed foods and food products.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF SOUTH DAKOTA:

**Section 1. That § 34-18-35 be AMENDED:**

**34-18-35.** Except as otherwise provided in § 34-18-38, the licensure provisions of this chapter do not apply to a person selling:

- (1) Non-temperature-controlled food prepared at a residence;
- (2) Home-processed canned goods;
- (3) Baked goods prepared at a residence; or
- (4) Any food product prepared at a residence and authorized under § 34-18-36 or section 3 of this Act.

**Section 2. That § 34-18-36 be AMENDED:**

**34-18-36.** No canned good may be sold unless the pH level is 4.6 or less or the water activity level is .85 or less.

Except as otherwise provided in this section, a producer selling canned goods under this section shall, every five years, complete food safety training approved by the department. The training must be available online. The producer shall retain records verifying the timely completion of such training.

A producer selling home-processed goods under this section may, in lieu of the requirement for food safety training, maintain verification of each recipe from a third-party processing authority. The third-party processing authority must have knowledge of the thermal processing required of food in hermetically-sealed containers and shall verify the method of processing and that the pH or water activity threshold levels are met. The processing authority shall provide verification in writing to the producer.

**Section 3. That chapter 34-18 be amended with a NEW SECTION:**

Any producer who verifies compliance with the food safety training requirements set forth in accordance with § 34-18-36, may sell the following:

- (1) Any non-heat-processed fermented food, provided the food is consistently maintained at a temperature that is at or below forty-one degrees Fahrenheit;
- (2) Kuchen and baked goods that require time and temperature control for safety, including soft pies, cheesecake, and baked goods having a custard or cream filling, and sauces and pesto that require time and temperature control for safety, provided the food is consistently maintained at a temperature that is at or below forty-one degrees Fahrenheit; and
- (3) Home-processed frozen fruit and produce, provided the food is consistently maintained at a temperature that is at or below zero degrees Fahrenheit.

**Section 4. That § 34-18-37 be AMENDED:**

**34-18-37.** Food prepared at a residence may not be sold unless it has a label that includes the following information:

- (1) Name of the product;
- (2) Name of the producer;
- (3) Physical address of production;
- (4) Mailing address of the producer;
- (5) Telephone number of the producer;
- (6) Date the product was made or processed;
- (7) Ingredients;
- (8) In the case of food sold in accordance with section 3 of this Act, a directive to keep refrigerated or frozen; and
- (9) A disclaimer that states: "This product was not produced in a commercial kitchen. It has been home-processed in a kitchen that may also process common food allergens such as tree nuts, peanuts, eggs, soy, wheat, milk, fish, and crustacean shellfish."

**Section 5. That § 34-18-38 be AMENDED:**

**34-18-38.** A person selling food prepared at the person's residence, in accordance with § 34-18-35, is exempt from the licensing and license fee provisions of this chapter if:

- (1) The food meets the requirements of § 34-18-37;
- (2) The food is sold in the seller's physical presence at:
  - (a) The seller's primary residence;
  - (b) A farmer's market;
  - (c) A roadside stand; or
  - (d) Other temporary sale venue; and
- (3) The seller, or a person residing at the seller's primary residence, personally delivers the food to the buyer at the completion of the sale.

# Town of Hermosa

COPY 7B1

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

## MANUFACTURED HOME MOVING PERMIT APPLICATION (Into town)

DATE 12.29.2023

PERMIT # 2023-29

Application Fee - \$85.00	Receipt # _____	Cash _____	Check # <u>1378</u>	Amount <u>85.00</u>
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I, Jerral E. Styles (print), QWNER, having complied with all provisions of Hermosa Ordinance 153 and having secured the services of Opie's Mobile Home Transport, who is/will be registered with the Town of Hermosa as a licensed building and structure mover, am hereby requesting permission to move a structure or mobile/manufactured/modular home from its existing location in the City/Town of Black Hawk meade County, SA (State) to a new location in the Town of Hermosa, Custer County, SD on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

The route to be taken during this move is as follows: Interstate 90 east to 79th by 79th south to Highway 40, west on 40 to 2nd west, north on 2nd to Ruff 51 to lot 5 of Prairie Winds Mobile Home Court

I notified the Hermosa Town Maintenance Supervisor of this move on 1/20 TBD

I notified the SD Highway Patrol of this move on 1/20 TBD

The move is to be completed by 1/20 TBD

Mobile home serial number: RED371241MN Tax Decal Number: N/A  
 Make: Schult Model: 54CRW14562AH23  
 Year Manufactured: 2023 Seller: Liaclitty Homes  
 Cost: \$105,000 Lienholder: N/A

I hereby certify that the information that I have provided is correct and that I have attached a copy of a receipt showing that current taxes have been paid in full.

OWNER Signature Jerral E. Styles Phone # 605-390-1257 Date 29 Dec 2023  
 Email: kstyles907@mspd.com

Parcel # 009246  
OFFICE USE ONLY

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

PLANNING AND ZONING COMMISSION <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied NAME: <u>Jill Dyrberg</u> TITLE: <u>Chief of Police</u> SIGNATURE: <u>Administrative Assistant</u> DATE: <u>1-2-2024</u> APPLICATION FEE: \$85.00 DATE PAID: <input checked="" type="checkbox"/>	HERMOSA BOARD OF TRUSTEES <input type="checkbox"/> Approved <input type="checkbox"/> Denied NAME: _____ TITLE: _____ SIGNATURE: _____ DATE: _____ DATE PERMIT ISSUED: _____
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# Town of Hermosa

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

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

Email: town@hermosasd.com

## DEALER DISCLOSURE FORM FOR MANUFACTURED HOMES

**NOTICE:** The intent of this disclosure form is to determine if the new manufactured/mobile home in discussion is pursuant to the most current recorded version of the Mobile Home Ordinance 153, and its proposed placement location is within an applicably zoned lot within a mobile home park that is in active compliance with Section 153.02 of the Mobile Home Ordinance 153, and THEREFORE may qualify for immediate placement approval; thereby avoiding unnecessary litigations.

MANUFACTURER:	<u>Schult</u>		
MODEL:	<u>Schult Lifestyle 210</u>	YEAR:	<u>2023</u>
SERIAL NUMBER:	<u>RED371241MN</u>	SIZE:	<u>14' X 56'</u>

AUTHORIZED DEALER:	<u>Liahty Homes</u>	<u>605-787-4841</u>		
	(Company Name)	(phone)		
DEALER'S ADDRESS:	<u>11802 JB Road</u>	<u>Blackhawk</u>	<u>SD</u>	<u>57718</u>
	(street)	(city)	(state)	(zip code)
DATE INSPECTED:	_____	INSPECTED BY:	_____	
SIGNATURE:	_____	DATE:	_____	

PURCHASER'S NAME:	<u>Jarald E Styles</u>			
	(First) (Last)			
CO-PURCHASER:	<u>Tripke J&amp;K Properties LLC</u>			
	(First) (Last)			
ADDRESS:	<u>PO Box 300</u>	<u>Hermosa</u>	<u>SD</u>	<u>57744</u>
	(street) (mailing)	(city)	(state)	(zip)
PHONE NUMBERS:	<u>605 390 1257</u>	<u>605 390 3732</u>		
	(Day)	(Evening)		

NEW LOCATION OF HOME:	<u>2<sup>nd</sup> St &amp; Rupp St Lot 5 Hermosa SD 57744</u>
	(Physical Address only) (Please include lot number if applicable)

I have read and understand the notice provided within this statement, and certify the information provided within the Dealer's Disclosure statement and the Property Condition Statements to be valid and just.

Signature Jarald E Styles

Date 29 Dec 2023

Pursuant to Ordinance 153.99 Any person, firm, association, or corporation who violates, disobeys, omits, neglects, or refuses to comply with, or resists the enforcement of, any of the provisions of this Ordinance shall, upon conviction thereof, be subject to a fine of one hundred dollars (\$100.00) together in addition to the cost of the enforcement action, including but not limited to reasonable attorney fees, expert fees, and inspector fees; each day violation shall constitute a separate offense. Compliance therewith may also be enforced by injunctive order at the suit of the petitioner or the owner of real estate within the district affected by the regulation of this Ordinance.

# Town of Hermosa

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

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

Email: town@hermosasd.com

## PLEASE PROVIDE PICTURES OF TRAILER (ALL SIDES)

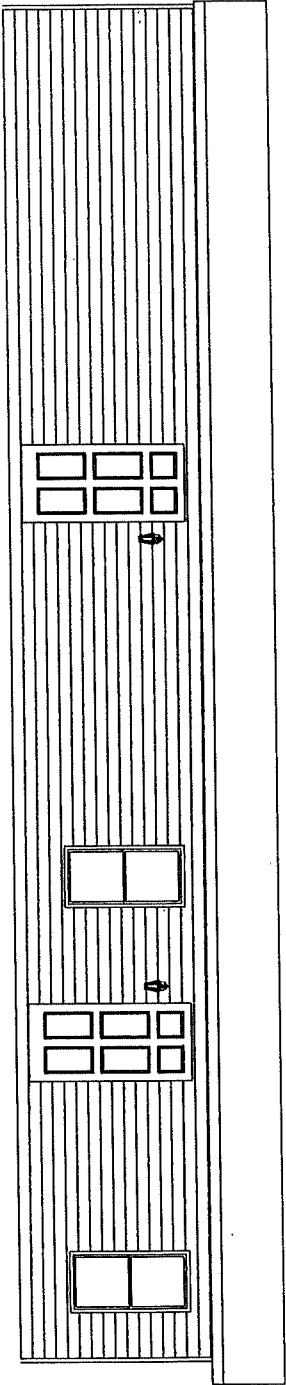
*NEW*

	PROPERTY CONDITION STATEMENTS	YES	NO	UNABLE TO DETERMINE	REPAIRS MADE (if applicable)
1	Is there currently any damage and/or defects in the roof?		X		
2	Is there currently any damage and/or defects in the frame?		X		
3	Is there currently any damage and/or defects to the siding?		X		
4	Is there currently any damage and/or defects to the skirting?		X		
5	Is there currently any damage and/or defects to the interior walls?		X		
6	Is there currently any damage and/or defects to the exterior walls?		X		
7	Is there currently any damage and/or defects to the interior doors?		X		
8	Is there currently any damage and/or defects to the exterior doors?		X		
9	Is there currently any damage and/or defects to the windows?		X		
10	Is there currently any damage and/or defects to the ceiling?		X		
11	Is there currently any damage and/or defects to the flooring?		X		
12	Is there currently any damage and/or defects in the electrical system?		X		
13	Is there currently any damage and/or defects in the plumbing system?		X		
14	Is there currently any damage and/or defects in the heating system?		X		
15	Is there currently any damage and/or defects in the cooling system?		X		
16	Has the home ever been lived in?		X		
17	Is the siding all the same color?	X			
18	Is the skirting and/or trim, shutters, etc. all the same color? (if applicable)	X			
19	Are all the shingles the same color? (if applicable)	X			
20	Is the color of the home of an earth tone or considered conservative?	X			
21	Is the home currently habitable?	X			

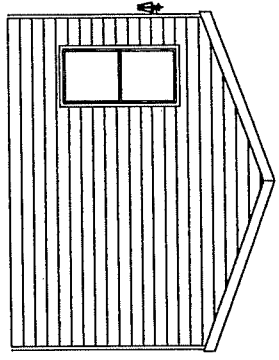
**Additional Information:** Explanation of "YES" responses to questions 1-16, and explanation of "NO" responses to questions 17-21 of the above.

*New Home - 1  
will be placed on Lot 5 of  
Prairie Winds Mobile Home Court*

Pursuant to Ordinance 153.99 Any person, firm, association, or corporation who violates, disobeys, omits, neglects, or refuses to comply with, or resists the enforcement of, any of the provisions of this Ordinance shall, upon conviction thereof, be subject to a fine of one hundred dollars (\$100.00) together in addition to the cost of the enforcement action, including but not limited to reasonable attorney fees, expert fees, and inspector fees; each day violation shall constitute a separate offense. Compliance therewith may also be enforced by injunctive order at the suit of the petitioner or the owner of real estate within the district affected by the regulation of this Ordinance.



FRONT ELEVATION



RIGHT SIDE ELEVATION

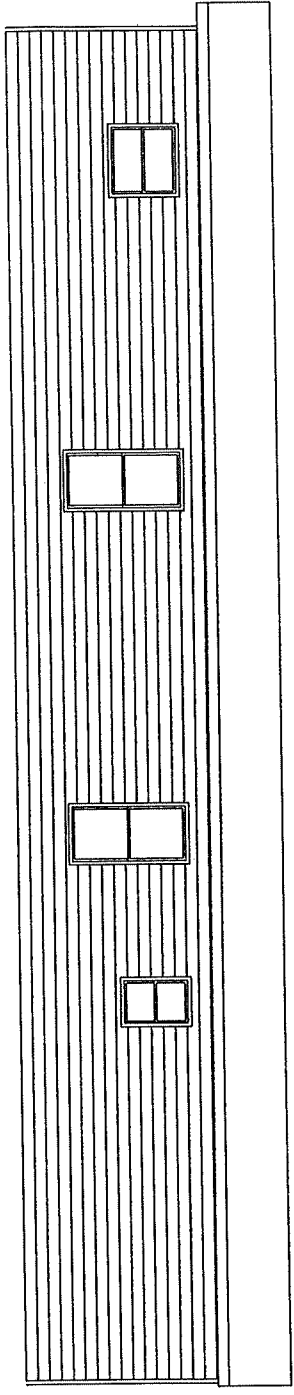
By signing I acknowledge and approve the specifications as listed of my home to be ordered.

Buyer: *[Signature]*

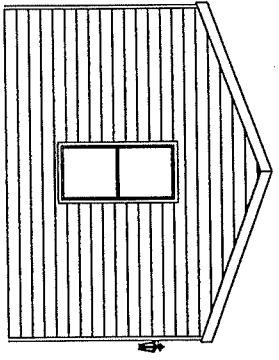
Buyer: \_\_\_\_\_

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

MODEL NAME	LIFESTYLE-371241		SQ. FT.	774																								
PLANET	354	DESCRIPTION	14X56 2BR-1BR	MODEL NO.	RS614-210																							
ISSUED BY	DATE	DATE PRINTED	SHEET NO.	20-1																								
SSH	02/02/2023	12/28/2023																										
<p>GENERAL NOTES</p> <p>WORKING TITLE: EXTERIOR ELEVATION FRONT &amp; RIGHT SIDE</p>																												
<p>REVISIONS</p> <table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>BY</th> <th>WRITE</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>02/12/20</td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>					NO.	DATE	BY	WRITE	1	02/12/20																		
NO.	DATE	BY	WRITE																									
1	02/12/20																											
MODEL	CLAYTON	SERIES	HH14																									
CLAYTON HOME BUILDING GROUP																												



BACK ELEVATION



LEFT SIDE ELEVATION

By signing I acknowledge and approve the specifications as listed of my home to be ordered.

Buyer: *[Signature]*

Buyer: \_\_\_\_\_

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

BRAND CLAYTON	SERIES MH14	REVISIONS		BY HPH	DATE 02/15/20	GENERAL NOTES		OPENING TITLE EXTERIOR ELEVATION BACK & LEFT SIDE		MODEL NAME LIFESTYLE-371241	SO. FT. 774
CLAYTON HOME BUILDING GROUP		OPENING FOR COUNTER FINANCIAL 2020 SPEC						PLAN# 954	DESCRIPTION 14X56 2BR-1BR	MODEL NO. R5614-210	
								DOWNS BY SSM	ORIG. DATE 02/02/2023	DATE PRINTED 12/28/2023	SHEET NO. 20-2



# Town of Hermosa

7B2

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

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

Email: [town@hermosasd.com](mailto:town@hermosasd.com)

Is Property in the Flood Plain? Yes  No  Zoning District R-2

\*\*\*IF YES – YOU NEED A FLOODPLAIN DEVELOPMENT PERMIT\*\*\*

COPY

## DIGGING/GRADING PERMIT

DATE 12-29-2023

PERMIT # 2023-29

Receipt # \_\_\_\_\_ Cash \_\_\_\_\_ Check # 1378 Amount 5000 (\$50.00) up to 100CY  
\$20.00 each additional 100 CY

Name Jerald E Styles  
Lot Address 2nd st & Rump street Lot 5  
Mailing Address PO Box 300 Hermosa SD Email kstyles907@gmail.com  
Legal Description Out Lot J Lot 13 744-00-058-000-012-00  
Telephone # 605-390-1257 Cellphone # 605-390-3732  
Contractor Troyer Construction Phone# 605-307-680-0015

Contractors must all be registered with the Town of Hermosa

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

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

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

Will grading operation be located in the floodplain? Yes  No   
If yes, have ordinance requirements been met? Yes  No   
Will drainage patterns be altered? Yes  No   
Will grading operation take place in a geologically hazardous area? Yes  No   
If yes, have proper precautions been taken? Yes  No

Quantity of Grading or Excavation: 38.3 Cubic Yards Area to be disturbed by proposed work: 0.018 acres

Identify types of erosion control to be applied: grass seed

Source/Destination of materials: all on site

Provide traffic control per Manual on Uniform Traffic Control Devices.

Hard route: N/A

Placing of 20 piers as shown on drawing

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

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

Stormwater permit application attached. Yes  No  N/A

This permit will expire one year from date of issuance.

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

Relationship to Property:  Owner  Contractor  Owners Representative

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

Signature Jerald E Styles

Date

PLANNING AND ZONING COMMISSION  
 Approved  Denied

HERMOSA BOARD OF TRUSTEES  
 Approved  Denied

NAME: Jill Dylberg  
TITLE: Administrative Assistant  
SIGNATURE: Jill Dylberg  
DATE: 12-29-2023  
APPLICATION FEE: \$50.00 DATE PAID: 12-29-23

NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
SIGNATURE: [Signature]  
DATE: \_\_\_\_\_  
DATE PERMIT ISSUED: \_\_\_\_\_

Parcel # 009246 OFFICE USE ONLY



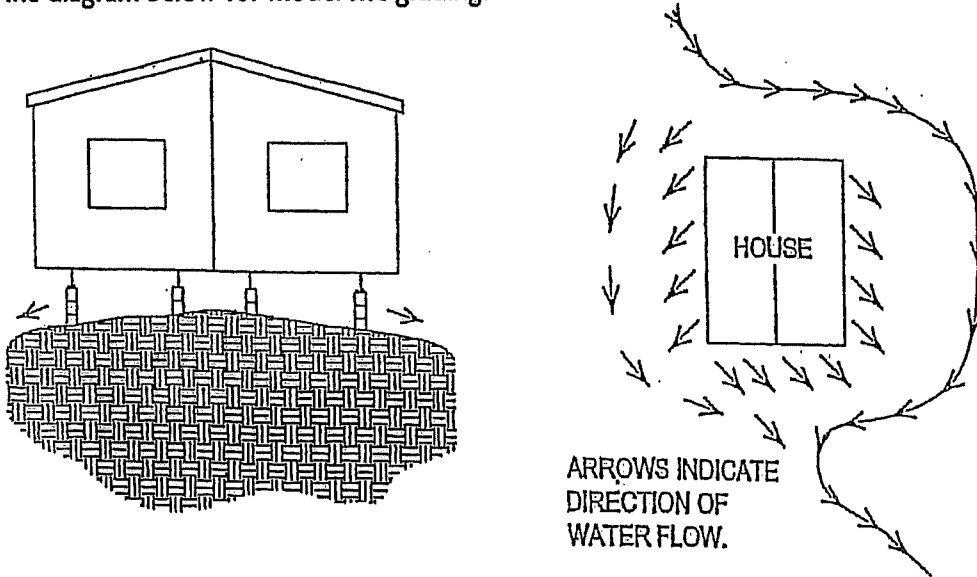
## Site Preparation

Access to the home site and grading of the site is the responsibility of the home buyer.

Access to the site may require widening of roadways and approaches. This depends on how long the home is and how sharp the turns are. Trees and low hanging power lines can also limit access. 15' 6" height clearance should be maintained to the home site. Infrastructure such as drain fields, septic tanks and existing building can limit access and should be marked. Any site that requires extraordinary measures to set the home will result in additional expense to the home buyer.

Grading the site may be required and is the home buyer's responsibility. If the home site is more than 1' off of level it will require more blocks and taller skirting. When the skirting is too tall we have to build framing behind it. If framing and extra block are needed it will be at the home buyers expense.

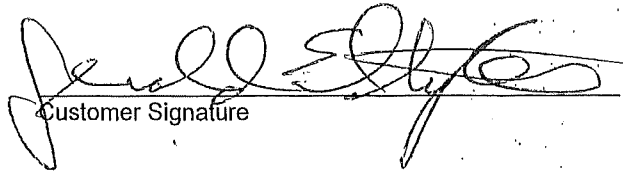
See the diagram below for model site grading.



In the home delivery and set up process, ruts and damage to lawns may occur. This is made worse when the ground is wet. Liechty Homes is not responsible for damage caused by trucks, the home or other equipment used to set the home.

Signed Homeowner

Date 12/28/2023

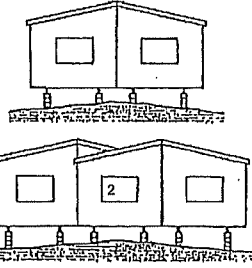
  
Customer Signature

Date

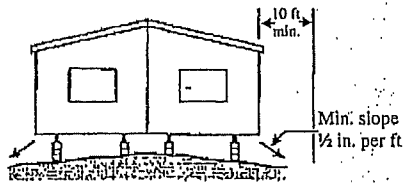
Office of Assf. Sec. for Housing, HUD

§ 3285.203

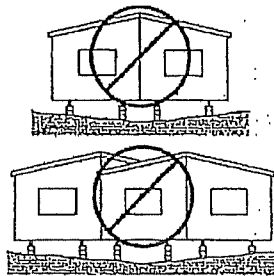
Figure to § 3285.203 - Grading and drainage.



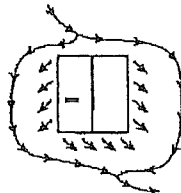
Crown and grade site to slope away from the home



Home sites must be prepared so that there will be no depressions in which surface water may accumulate beneath the home. The area of the site covered by the manufactured home must be graded, sloped, or designed to provide drainage from beneath the home or to the property line.



Do not grade site or set the home so that water collects beneath the home.



Natural drainage must be diverted around and away from the home.

§ 3285.203

24 CFR Ch. XX (4-1-09 Edition)

TABLE TO § 3285.202

Soil classification		Soil description	Allowable soil bearing pressure (psf) <sup>1</sup>	Blow count ASTM D 1586-99	Torque probe <sup>3</sup> value <sup>4</sup> (Inch-pounds)
Classification number	ASTM D 2487-00 or D 2486-00 (Incorporated by reference, see § 3285.4)				
2023					
1		Rock or hard pan	4000+		
2	GW, GP, SW, SP, GM, SM	Sandy gravel and gravel; very than dense and/or cemented sands; coarse gravel/cobbles; preloaded silts, clays and coral.	2000	40+	More than 550.
3	GC, SC, ML, CL	Sand; silty sand; clayey sand; silty gravel; medium dense coarse sands; sandy gravel; and very stiff silt, sand clays.	1500	24-39	351-550.
4A	CG, MH <sup>2</sup>	Loose to medium dense sands; firm to stiff clays and silts; alluvial fills.	1000	18-23	276-350.
4B	CH, MH <sup>2</sup>	Loose sands; firm clays; alluvial fills	1000	12-17	175-275.
5	OL, OH, PT	Uncompacted fill; peat; organic clays	Refer to § 3285.202(e).	0-11	Less than 175.

Notes:

<sup>1</sup> The values provided in this table have not been adjusted for overburden pressure, embedment depth, water table height, or settlement problems.

<sup>2</sup> For soils classified as CH or MH, without either torque probe values or blow count test results, selected anchors must be rated for a 4B soil.

<sup>3</sup> The torque test probe is a device for measuring the torque value of soils to assist in evaluating the holding capacity of the soil in which the ground anchor is placed. The shaft must be of suitable length for the full depth of the ground anchor.

<sup>4</sup> The torque value is a measure of the load resistance provided by the soil when subject to the turning or twisting force of the probe.

§ 3285.203 Site Drainage.

(a) *Purpose.* Drainage must be provided to direct surface water away from the home to protect against erosion of foundation supports and to prevent water build-up under the home, as shown in Figure to § 3285.203.

(b) The home site must be graded as shown in Figure to § 3285.203, or other methods, such as a drain tile and automatic sump pump system, must be provided to remove any water that may collect under the home.

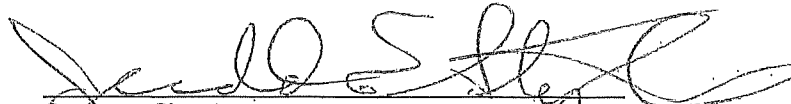
(c) All drainage must be diverted away from the home and must slope a minimum of one-half inch per foot away from the foundation for the first ten feet. Where property lines, walls, slopes, or other physical conditions prohibit this slope, the site must be

provided with drains or swales or otherwise graded to drain water away from the structure, as shown in Figure to § 3285.203.

(d) *Sloped site considerations.* The home, where sited, must be protected from surface runoff from the surrounding area.

(e) Refer to § 3285.902 regarding the use of drainage structures to drain surface runoff.

(f) *Gutters and downspouts.* Manufacturers must specify in their installation instructions whether the home is suitable for the installation of gutters and downspouts. If suitable, the installation instructions must indicate that when gutters and downspouts are installed, the runoff must be directed away from the home.

  
 Customer Signature  
 Date 12/28/23

<b>Claims for January 9, 2024</b>		
Custer Co Sheriff	Dispatch Contract: November 1, 2023 - April 31, 2024	\$ 4,000.00
Ferguson, Chuck	December 2023 Contract	\$ 2,600.00
Ferguson, Chuck	Refund on zoning permit: Parcel 009322, 221 3rd St	\$ 724.60
Golden West Technologies	Recurring billing 1/1/2024 - 1/31/2024	\$ 576.00
Harris Consulting LLC	Headwaters Economics & Hermosa Drainage Study	\$ 253.75
Health Pool of South Dakota	Monthly Premium	\$ 995.00
Johnson Law Office	December 2023 Services	\$ 1,263.50
KLJ	Lagoon Expansion, Project 2304-01701	\$ 8,640.00
KLJ	On-call engineering services, Project 2304-01322	\$ 1,049.50
Mt Rushmore Telephone	Monthly agreement	\$ 256.21
Nelson's Oil & Gas Inc.	Propane: City Well	\$ 161.85
Pioneer Bank & Trust	VISA:computers, office safe, office supplies, Pacific Steel	\$ 3,199.70
Pioneer Bank and Trust	2 Signature Account Charge	\$ 25.00
Rural Development	Monthly loan payment	\$ 222.00
Rural Development	Monthly loan payment	\$ 417.00
Rural Development	Monthly loan payment	\$ 1,278.00
Sander Sanitation Services	12-1-2023 - 12-31-2023	\$ 3,924.18
SD Retirement System	December Retirement	\$ 832.58
Southern Hills Publishing	Legal notices, minutes, Resolution(s)	\$ 372.13
EFTPS	941 payroll tax	\$ 1,444.38
Payroll	Board of Trustees	\$ 1,000.00
Payroll	Finance Department	\$ 4,817.00
Payroll	Planning & Zoning	\$ 460.00
Payroll	Public Works (Meter) and Custodial	\$ 372.75
<b>TOTAL</b>		<b>\$ 38,885.13</b>



**CUSTER COUNTY SHERIFF'S OFFICE**  
 SHERIFF MARTY MECHALEY  
 420 MT RUSHMORE ROAD, CUSTER, SOUTH DAKOTA, 57730  
 PHONE: (605) 673-8146 FAX: (605)673-8154



Hermosa -December 2023 CFS's

Printed on January 4, 2024

CFS Date/Time	CFS #	Case Number	Code	Code : Description	Address	Zone
12/01/23 22:05:46	CFS2311258		EXT	EXT : Extra Patrol	HERMOSA, HERMOSA	HERMOSA
12/02/23 18:52:17	CFS2311285		CIT	CIT : Citizen Assist	N, HEARTLAND	HERMOSA
12/06/23 01:24:06	CFS2311345		CIT	CIT : Citizen Assist	N, HEARTLAND	HERMOSA
12/06/23 15:20:34	CFS2311368		THAZ	THAZ : Traffic Hazard	MM 61 UNITED	HERMOSA
12/07/23 18:36:47	CFS2311406		EXT	EXT : Extra Patrol	HERMOSA, HERMOSA	HERMOSA
12/08/23 21:59:51	CFS2311440		EXT	EXT : Extra Patrol	HERMOSA, HERMOSA	HERMOSA
12/13/23 09:22:09	CFS2311537		BUR	BUR : Burn Permits	FAIRGROUNDS	HERMOSA
12/13/23 23:16:46	CFS2311563		EXT	EXT : Extra Patrol	HERMOSA, HERMOSA	HERMOSA
12/14/23 15:53:46	CFS2311582		911A	911A : 911 Abandoned	2ND ST, HERMOSA,	HERMOSA
12/14/23 17:08:46	CFS2311584		PAPSERV	PAPSERV : Paper Service	E MAIN ST	HERMOSA
12/18/23 18:49:20	CFS2311666		911M	911M : 911 Misdial	43,839945, -103.2003	HERMOSA
12/20/23 06:28:41	CFS2311686		UNWANTED	UNWANTED : Unwanted	VILAS ST,	HERMOSA
12/20/23 16:10:57	CFS2311700		AOA	AOA : Assist Other	4TH ST, HERMOSA,	HERMOSA
12/21/23 11:58:30	CFS2311721		FOUNDPROP	FOUNDPROP : Found	N, HEARTLAND	HERMOSA

9  
10

CFS Date/Time	CFS #	Case Number	Code	Code : Description	Address Zone
12/21/23 16:11:18	CFS2311725		PAPSERV	PAPSERV : Paper Service	VILAS ST, HERMOSA
12/22/23 14:30:39	CFS2311751		EXT	EXT : Extra Patrol	VILAS ST / HERMOSA, HERMOSA
12/23/23 22:04:33	CFS2311774		911T	911T : 911 Transfer	E MAIN ST, HERMOSA
12/24/23 14:24:21	CFS2311785		EXT	EXT : Extra Patrol	HERMOSA, HERMOSA HERMOSA
12/25/23 08:16:42	CFS2311793		STALK	STALK : STALKING	VILAS ST, HERMOSA
12/25/23 10:03:58	CFS2311795		EXT	EXT : Extra Patrol	MAIN ST, HERMOSA, HERMOSA
12/26/23 14:20:05	CFS2311817		EXT	EXT : Extra Patrol	HERMOSA, HERMOSA HERMOSA
12/26/23 19:25:01	CFS2311820		EXT	EXT : Extra Patrol	HERMOSA, HERMOSA HERMOSA
12/26/23 20:08:53	CFS2311821		MOTASST	MOTASST : Motorist	N HEARTLAND HERMOSA
12/28/23 16:41:34	CFS2311878		EXT	EXT : Extra Patrol	HERMOSA, HERMOSA HERMOSA
12/29/23 12:09:05	CFS2311902		AOA	AOA : Assist Other	SOUTH DAKOTA SOUTH HERMOSA
12/29/23 14:51:26	CFS2311909		EXT	EXT : Extra Patrol	HERMOSA, HERMOSA HERMOSA
12/30/23 21:25:43	CFS2311943		VEHSUSP	VEHSUSP : Suspicious	E MAIN ST, HERMOSA
12/30/23 21:56:14	CFS2311944		EXT	EXT : Extra Patrol	VILAS ST, HERMOSA, HERMOSA
12/30/23 21:56:52	CFS2311945		TSTOP	TSTOP : Traffic Stop	SOUTH DAKOTA HERMOSA
12/31/23 21:17:00	CFS2311975		AMB	AMB : Ambulance Calls	E MAIN ST, HERMOSA
12/31/23 22:02:09	CFS2311977		EXT	EXT : Extra Patrol	HERMOSA, HERMOSA HERMOSA

**Total Records: 31**

## TERMINATION AGREEMENT AND MUTUAL RELEASE

This Termination Agreement and Mutual Release (“Termination Agreement”) is entered into by the **Town of Hermosa**, a municipal corporation organized and existing in the State of South Dakota (hereinafter referred to as “Hermosa”), its administrators, personal representatives, successors and assigns and **Affordably Creative Engineering Services Inc.**, a corporation organized and existing in the State of South Dakota, its successors, predecessors, assigns and past, present, and future officers, directors, agents, employees and attorneys (hereinafter referred to as “ACES”).

### RECITALS

- A. On May 18, 2021, ACES submitted a written proposal to Hermosa for ACES to perform Civil Engineering and Construction Administration Services for the requested infrastructure project of the WRT System for the removal of Radium and Uranium contaminants from water for Hermosa as set forth in the attached EXHIBIT “A”.
- B. As shown in EXHIBIT “A” on July 20, 2021, Hermosa accepted the proposal from ACES concerning the WRT System and Hermosa and ACES executed the agreement and contemporaneously thereto, Hermosa and ACES executed the “Short Form of Agreement Between Owner and Engineer for Professional Services attached hereto as EXHIBIT “B” pertaining to the WRT System.
- C. Hermosa and ACES agree to terminate the agreements set forth in the attached EXHIBIT “A” and EXHIBIT “B”, hereinafter the “Contract Documents”
- D. Hermosa and ACES agree to this Termination Agreement as an accord and satisfaction of any and all claims each may have against the other as hereinafter set forth.
- E. Hermosa and ACES desire to enter into this Termination Agreement and Mutual Release in order to provide for full satisfaction and discharge of all claims which have, or might be made against each other arising out the Contract Documents upon the terms and conditions set forth below. It is the intention of the settlement and mutual release herein, that all parties are settling all claims arising out of the facts and circumstances involved in the Contract Documents.

## AGREEMENT

### 1.0 Release and Discharge of all Claims

- A. In consideration of One Dollar (\$1.00) and other good and valuable consideration Hermosa and ACES hereby completely release each other and forever acquit, discharge and covenant to hold harmless each from the other from any past, present or future claims, demands, specific performance, contract payments, obligations, actions, causes of action (including but not limited to wrongful death, survival actions, bystander actions, bad faith, and personal injury actions) known or unknown, claims, demands, damages, costs, loss of services, loss of consortium, expenses, interest, subrogated claims, attorney fees, and compensation of whatever type, as well as consequential damages of whatever type or nature, whether legal or equitable, on account of, or in any way growing out of, any all known damages, that may now or hereafter have resulting from the Contract Documents and the parties performance under the Contract Documents.
  
- B. This release and discharge shall apply to both parties' past, present and future officers, directors, stockholders, attorneys, agents, subcontractors, servants, representatives, employees, subsidiaries, affiliates, partners, predecessors and successors in interest and all assigns and all other persons, firms or corporations with whom any of the former have been, are now, or may hereafter be affiliated.
  
- C. The parties agree that the Contract Documents heretofore existing between the parties are satisfied in full, terminated, and each is discharged from the same.
  
- D. This release shall be fully binding and complete settlement between Hermosa and ACES and their heirs, assigns and successors.

### 2.0 Reading of Agreement

- A. In entering into this Termination Agreement, both parties represent that they have completely read all terms hereof, that such terms are fully understood and voluntarily accept the same, and that they have had the opportunity to consult with counsel of their choosing.

B. The parties warrant, represent and agree that they are not relying on the advice of each other or anyone associated with them as to the legal consequences or other consequences of any kind arising out of this Termination Agreement.

**3.0 No Admission of Liability**

A. No Admission of Liability

The parties understand that neither admits liability to the other and that this agreement is a compromise made to terminate further controversy respecting all such claims between them.

Dated this 8 day of November, 2023



TOWN OF HERMOSA,

[Signature]  
President

[Signature]  
Hermosa Finance Officer  
(SEAL)

Dated this 8 day of November, 2023

**AFFORDABLY CREATIVE  
ENGINEERING SERVICES INC.**

[Signature]  
President

ATTEST:

[Signature]  
Secretary  
(CORPORATE SEAL)

# 1/4/2024

Date	Work Order #	Address	Description	Requested By	Priority	Completion Date	Status	Comments
2/3/2023	2023-09	280 Manning	water leak -	Joan	MEDIUM			On hold - Rotor Rooter bill paid by town.
8/4/2023	2023-35		Put up sign again by railroad tracks	Gail	HIGH			
8/15/2023	2023-51	Fairgrounds Plc	Install Speed Limit Signs	Law Enforcement	HIGH			
8/15/2023	2023-52	Ferguson Rd	Fill Pot Hole just of Main St	Town Board	HIGH			
8/21/2023	2023-44	350 Vilas	Same meter reading 3 months	Jill	LOW			10/26/2023-Reissued to Chuck
8/21/2023	2023-45	355 Main St.	Meter not working	Jill	LOW			10/26/2023-Reissued to Chuck
10/26/2023	2023-56	Pasture- BH Electric	New meter need to be installed	Chuck	HIGH			
10/26/2023	2023-58	805 Marie St.	Meter reader needs to be moved	Linda	MEDIUM			
10/30/2023	2023-62	2nd, Folsom, Folsom Ct	Lights burned out	Resident	MEDIUM			
11/7/2023	2023-63	355 Main St.	Dig up meter pit	BOT	HIGH			
11/7/2023	2023-64	N. 2nd & Folsom	Street light out - Masonic Hall	Gail	MEDIUM			
11/28/2023	2023-67		take pictures of traffic signs to order seals	Irvine	MEDIUM			
12/8/2023	2023-69	111 N. 5th St.	Install new meter	Chuck	MEDIUM			
12/18/2023	2023-72	390 Manning	Broke - Black dot hangin	Jill	MEDIUM			
12/18/2023	2023-73	Fairgrounds	Error for 2nd month	Jill	MEDIUM			

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**BALANCE SHEET**  
**CALENDAR 12/2023, FISCAL 12/2023**

ACCOUNT NUMBER	ACCOUNT TITLE	PTD BALANCE	YTD BALANCE
101-0000-10100	CASH	11,551.30	406,352.44
211-0000-10100	CASH	1,112.78	76,775.62
301-0000-10100	CASH	2,756.81	124,793.56
602-0000-10100	CASH	13,030.87	219,023.26
602-0000-10700	CASH - RESERVE		11,218.84
602-0000-10800	CASH - CUSTOMER DEP RSRV	400.00	12,231.81
602-0000-11500	UNDIST RCPTS UTILITY AR		5,407.42-
604-0000-10100	CASH	7,471.23	144,231.71
604-0000-10700	CASH - RESERVE		313.83
	CASH TOTAL	36,322.99	989,533.65
602-0000-10101	CASH- CD 83173571		501,789.26
	CASH- CD 83173571 TOTAL	.00	501,789.26
272-0000-10150	CASH - CONSTRUCTION		1,500.00
	CASH - CONSTRUCTION TOTAL	.00	1,500.00
101-0000-10300	PETTY CASH		232.98
	PETTY CASH TOTAL	.00	232.98
101-0000-10400	CASH INVESTED - SDFIT	1,208.79	47,397.31
602-0000-10400	CASH INVESTED - SDFIT		30,876.67
604-0000-10400	CASH INVESTED - SDFIT		67,119.04
	CASH INVESTED - SDFIT TOTAL	1,208.79	145,393.02
	TOTAL CASH	37,531.78	1,638,448.91

**TREASURER'S REPORT**  
**CALENDAR 12/2023, FISCAL 12/2023**

FUND#	TITLE	LAST MONTH CASH BALANCE	REVENUES	EXPENSES	LIABILITY BALANCE	THIS MONTH CASH BALANCE
101	GENERAL	441,222.64	40,037.99	27,567.36	337,089.86	453,982.73
211	BBB GROSS RECEIPTS TAX	75,662.84	1,185.97	73.19	61,903.70	76,775.62
272	FEMA/CONSTRUCTION	1,500.00			1,500.00	1,500.00
301	DEBT SERVICE	122,036.75	2,756.81		105,121.38	124,793.56
602	WATER	756,301.55	17,628.97	4,598.10	690,152.45	769,732.42
604	SEWER	204,193.35	9,844.48	2,373.25	199,110.80	211,664.58
Report Total		1,600,917.13	71,454.22	34,611.90	1,394,878.19	1,638,448.91

**REVENUE REPORT**  
**CALENDAR 12/2023, FISCAL 12/2023**

PCT OF FISCAL YTD 100.0%

ACCOUNT NUMBER	ACCOUNT TITLE	FISCAL ESTIMATE	PTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	GENERAL TOTAL	466,735.00	40,037.99	507,394.54	108.71	40,659.54-
	BBB GROSS RECEIPTS TAX TOTAL	8,307.00	1,185.97	19,607.33	236.03	11,300.33-
	FEMA/CONSTRUCTION TOTAL	1,500.00	.00	.00	.00	1,500.00
	DEBT SERVICE TOTAL	82,641.00	2,756.81	96,294.61	116.52	13,653.61-
	WATER TOTAL	659,750.00	17,628.97	209,189.96	31.71	450,560.04
	SEWER TOTAL	128,220.00	9,844.48	117,903.84	91.95	10,316.16
	TOTAL REVENUE BY FUND	=====	=====	=====	=====	=====
		1,347,153.00	71,454.22	950,390.28	70.55	396,762.72
		=====	=====	=====	=====	=====

TOWN OF HERMOSA  
 BUDGET REPORT  
 CALENDAR 12/2023, FISCAL 12/2023

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	GENERAL TOTAL	488,495.00	27,567.36	390,534.31	79.95	97,960.69
	BBB GROSS RECEIPTS TAX TOTAL	8,307.00	73.19	4,735.41	57.01	3,571.59
	FEMA/CONSTRUCTION TOTAL	1,500.00	.00	.00	.00	1,500.00
	DEBT SERVICE TOTAL	76,623.00	.00	76,622.43	100.00	.57
	WATER TOTAL	659,750.00	4,598.10	129,589.59	19.64	530,160.41
	SEWER TOTAL	128,220.00	2,373.25	105,337.82	82.15	22,882.18
	TOTAL EXPENSES BY FUND	1,362,895.00	34,611.90	706,819.56	51.86	656,075.44

Transaction No	Date	Mod	Empl/Vend	Vendor/Employee Name	Other No	Checks	Deposits
1 PIONEER BANK & TRUST CHECKING						Beginning Statement Balance	964,047.95
683	11/29/2023	RM					100.00
684	11/30/2023	RM					1,190.74
685	12/01/2023	RM					284.00
686	12/03/2023	RM					1,622.63
687	12/03/2023	RM					100.00-
694	12/05/2023	RM					1,827.70
695	12/07/2023	RM					567.70
697	12/11/2023	RM					1,284.00
698	12/11/2023	RM					400.00
699	12/01/2023	BK					99.74
700	12/02/2023	BK					94.29
701	12/03/2023	BK					571.50
702	12/05/2023	BK					101.17
703	12/06/2023	BK					84.48
704	12/07/2023	BK					298.77
705	12/09/2023	BK					314.57
706	12/11/2023	RM					1,149.04
707	12/12/2023	RM					5,567.30
708	12/12/2023	RM					1,354.32
709	12/13/2023	RM					1,661.17
710	12/14/2023	RM					1,518.69
711	12/15/2023	RM					423.80
712	12/17/2023	RM					429.34
713	12/18/2023	GL					7,742.14
714	12/12/2023	BK					1,419.29
715	12/15/2023	BK					99.74
716	12/16/2023	BK					7,893.96
717	12/17/2023	BK					892.99
718	12/18/2023	RM					302.99
719	12/19/2023	RM					499.99
720	12/20/2023	RM					808.43
721	12/22/2023	RM					140.00
722	12/25/2023	RM					891.64
723	12/18/2023	BK					132.92
724	12/19/2023	BK					308.35
725	12/20/2023	BK					130.48
726	12/21/2023	BK					673.17
727	12/22/2023	BK					273.04
728	12/27/2023	RM					1,235.06
729	12/26/2023	RM					758.44
730	12/08/2023	RM					202.15
731	12/28/2023	RM					1,799.28
733	12/10/2023	BK					298.25
734	12/29/2023	BK					168.03
735	12/29/2023	GL					20,149.25
736	12/31/2023	GL					65.76
737	12/02/2023	GL					1,983.83
738	12/16/2023	BK					99.29
740	12/21/2023	BK					102.99
741	12/24/2023	BK					658.44
742	12/23/2023	BK					99.74
17371	10/30/2023	PR	21	Slade K Heeb		484.61	

Transaction No	Date	Mod	Emp/Vend	Vendor/Employee Name	Other No	Checks	Deposits
1 PIONEER BANK & TRUST CHECKING					- continued -		
17396*	11/16/2023	UB	12510001	Florence HANNUM		78.50	
17397	11/21/2023	AP	32	CLAYCOMB ENGINEERING		312.00	
17399*	11/30/2023	PR	1	VONDA BELT		145.45	
17400	11/30/2023	PR	2	GAIL L BODDICKER		1,949.42	
17401	11/30/2023	PR	20	Donna M Ferguson		184.70	
17402	11/30/2023	PR	9	VICKI L HENRICHSEN		184.70	
17403	11/30/2023	PR	10	DANNY J HOLSWORTH		115.44	
17404	11/30/2023	PR	4	LINDA M KRAMER		265.15	
17405	11/30/2023	PR	24	Jodi L Simons		739.20	
17407*	11/30/2023	PR	6	JILL R SWIER-DYBVIG		1,203.89	
17408	11/30/2023	AP	3	SOUTH DAKOTA RETIREMENT SYSTEM		486.90	
17409	12/01/2023	AP	23	CHUCK FERGUSON		2,600.00	
17410	12/05/2023	AP	21	DANR		100.00	
17411	12/05/2023	AP	33	GOLDEN WEST TECHNOLOGIES		576.00	
17412	12/05/2023	AP	26	HEALTH POOL OF SOUTH DAKOTA		917.87	
17413	12/05/2023	AP	41	JOHNSON LAW OFFICE		1,699.79	
17414	12/05/2023	AP	123	SD GOV'T FO ASSOC		40.00	
17415	12/05/2023	AP	124	SD MUNI. ST. MAINT.		35.00	
17416	12/05/2023	AP	43	Southern Hills Publishing		726.51	
17417	12/15/2023	PR	2	GAIL L BODDICKER		2,650.99	
17418	12/15/2023	PR	24	Jodi L Simons		1,283.45	
17419	12/15/2023	PR	6	JILL R SWIER-DYBVIG		1,744.04	
17420	12/19/2023	AP	21	DANR		50.00	
17421	12/19/2023	AP	33	GOLDEN WEST TECHNOLOGIES		450.00	
6*	12/15/2023	BK				.50	
191	12/05/2023	AP	40	BLACK HILLS ELECTRIC COOP.,Inc		2,911.83	
192	12/05/2023	AP	6	A & B BUSINESS EQUIPMENT INC		547.28	
193	12/05/2023	AP	12	RURAL DEVELOPMENT		1,278.00	
194	12/05/2023	AP	12	RURAL DEVELOPMENT		417.00	
195	12/05/2023	AP	12	RURAL DEVELOPMENT		222.00	
196	12/05/2023	AP	13	SANDERS SANITATION		4,444.15	
198	12/15/2023	AP	1	EFTPS-Electronic Federal Tax		1,733.86	
199	12/19/2023	AP	8	MT RUSHMORE TELEPHONE		255.12	
200	12/19/2023	AP	11	PIONEER BANK & TRUST		859.48	
201	12/19/2023	AP	11	PIONEER BANK & TRUST		25.00	
203	12/29/2023	AP	1	EFTPS-Electronic Federal Tax		1,444.38	
204	12/28/2023	AP	11	PIONEER BANK & TRUST		85.85	

Fund Description

101	GENERAL	26,226.52	39,117.86
211	BBB GROSS RECEIPTS TAX	66.29	1,185.97
301	DEBT SERVICE		2,756.81
602	WATER	4,602.03	18,614.94
604	SEWER	2,352.72	8,803.96

Fund Grand Total 33,247.56 70,479.54

Ending Statement Balance 1,001,474.48

Transaction No	Date	Mod	Emp/Vend	Vendor/Employee Name	Other No	Checks	Deposits
1	PIONEER BANK & TRUST CHECKING					Beginning Statement Balance	964,047.95
				38 Credit Transactions		33,248.06	
				51 Debit Transactions			70,674.59
						Ending Statement Balance	1,001,474.48

13B2

United States District Court for the District of South Carolina, Charleston Division  
**SEWAGE TREATMENT SYSTEM OPERATORS IN THE UNITED STATES  
WHOSE SYSTEM WAS IN OPERATION BETWEEN JANUARY 6, 2018 AND  
NOVEMBER 21, 2023, MAY BE AFFECTED BY CLASS ACTION SETTLEMENTS.**

*A federal court authorized this Notice. You are not being sued.  
This is not a solicitation from a lawyer.*

Proposed settlements (“Settlements”) have been reached between Charleston Water System and Defendants Costco Wholesale Corporation, CVS Health Corporation, The Procter & Gamble Company, Target Corporation, Walgreen Co., and Walmart Inc. (collectively, “Defendants”). Charleston challenges the manufacturing, design, marketing and/or sale of multiple Defendants’ flushable wipes.<sup>1</sup> Defendants deny the allegations about their flushable wipes and maintain that the products perform as advertised. There has been no finding of liability against any of the Defendants. Defendants agreed to the Settlements to avoid the uncertainties and expenses of trial.

**WHO IS IN THE SETTLEMENT CLASS?**

If you own[ed] or operate[d] a sewage or wastewater conveyance and treatment plant, such as a municipality, authority or wastewater district in the United States whose system was in operation between January 6, 2018 and November 21, 2023, you are part of the Settlement Class. The Court-certified Settlement Class is defined as “All STP (Sewage Treatment Plant) Operators in the United States whose systems were in operation between January 6, 2018 and the date of preliminary approval.”

**WHAT DOES THE SETTLEMENT WITH DEFENDANTS PROVIDE?**

Defendants have agreed to modify their business practices with respect to their flushable wipes Products, including Charmin-branded flushable wipes, Kirkland Signature-branded flushable wipes, Equate-branded flushable wipes, Great Value-branded flushable wipes, up & up™-branded flushable wipes, Walgreens-branded flushable wipes, Well Beginnings-branded flushable wipes, CVS Health™-branded flushable wipes, and Total Home®-branded flushable wipes. The details of these business practice modifications and the terms of the settlements are available at [www.charlestonwipessettlement.com](http://www.charlestonwipessettlement.com).

**YOUR RIGHTS AND OPTIONS**

**Do Nothing.** By doing nothing, you will automatically receive the benefits of the Settlements with Defendants in the form of business practice modifications described in the Notice.

**Object to the Settlements or the request for attorneys’ fees and expenses.** You can object to the Settlements and/or Class Counsel’s request for attorneys’ fees and expenses of up to \$1,900,000.

**Should I Hire An Attorney?** You do not need to hire your own attorney because Class Counsel is working on your behalf. If you retain an individual attorney, you will need to pay for that attorney.

**Final Approval Hearing.** The Court will hold the Final Approval Hearing on March 8, 2024, at 10:00 a.m. at the J. Waties Waring Judicial Center, 83 Meeting Street, Charleston, SC, 29401. You can go to this hearing, but you do not have to. The Court will hear any objections, determine if the Settlements with Defendants are fair, and consider Class Counsel’s request for attorneys’ fees and expenses. Class Counsel’s request for fees and expenses will be posted on the Settlement Website after they are filed.

**HOW DO I GET MORE INFORMATION?**

This Notice is only a summary. For more information, visit [www.charlestonwipessettlement.com](http://www.charlestonwipessettlement.com).

**PLEASE DO NOT CALL OR WRITE THE COURT  
FOR INFORMATION OR ADVICE.**

<sup>1</sup> The terms of the Settlements are in the Stipulations of Settlement, dated July 13, 2023, October 11, 2023, and October 26, 2023, and in an Addendum dated November 20, 2023 (the “Stipulations”), which can be viewed at [www.charlestonwipessettlement.com](http://www.charlestonwipessettlement.com).

FYI 1332



Proposed!

2024 South Dakota Legislature

## House Bill 1010

Introduced by: **Representative** Krohmer

**An Act to require customer consent for installation of a smart meter for a utility service.**

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF SOUTH DAKOTA:

**Section 1. That chapter 49-34 be amended with a NEW SECTION:**

Before installing a smart meter, a utility must obtain the customer's consent. The utility must provide to the customer information on how the smart meter would collect, manage, and store data and if the data is sold to a third party.

For the purpose of this section, the term "smart meter" means an electronic or digital device that records utility service data and communicates the data to a utility.

Underscores indicate new language.

Overstrikes indicate deleted language.

BB 39

**Jill Dybvig**

---

**From:** Danielle Weaver <dweaver@sandersanitation.com>  
**Sent:** Thursday, January 4, 2024 4:21 PM  
**To:** Jill Dybvig  
**Subject:** RE: Quick question

I will get the ticket in for delivery it will probably be Tuesday before I can get it delivered out, but she should have it in time for next week's service.

If you would still please find out on the 2yd dumpsters at your meeting on Tuesday just so we are all on the same page just in case this come up again I would greatly appreciate it. ☺

*Dani Weaver*

Sander Sanitation  
(605) 673-3174  
[www.Sandersanitation.com](http://www.Sandersanitation.com)



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**From:** Jill Dybvig [mailto:jill@hermosasd.com]  
**Sent:** Thursday, January 04, 2024 4:08 PM  
**To:** Danielle Weaver  
**Subject:** RE: Quick question

Dani,  
Hi! I just talked to Brandi Cook (355 Main) and she decided to do 2 toters at their house instead of the bigger dumpster. Let me know when you can get a 2<sup>nd</sup> one delivered and we will start billing her on our end?  
Thank you so much for all your help!!  
Jill

**From:** Danielle Weaver <dweaver@sandersanitation.com>  
**Sent:** Thursday, January 4, 2024 3:22 PM  
**To:** Gail Boddicker <gail@hermosasd.com>; Jill Dybvig <jill@hermosasd.com>  
**Subject:** Quick question

We had a customer call Brandi Cook call from 355 Main St in Hermosa she was asking about getting a 2 yard. She is part the city contract we have with you guys. We just want to touch base with you and see if this is something you will allow or not. We have many other municipalities that will not allow a dumpster if they are part of a city contract. We just wanted to see what your thoughts are since I know this has caused issues in the past with other municipalities. I greatly appreciate your help

*Dani Weaver*

Sander Sanitation  
(605) 673-3174  
[www.Sandersanitation.com](http://www.Sandersanitation.com)

## CHAPTER 52: GARBAGE AND REFUSE

### Section

- 52.01 Definitions
- 52.02 Family domestic units collection and containers
- 52.03 Yard waste collection
- 52.04 Collection charges
- 52.05 Unlawful deposits
- 52.06 Scavenging
- 52.07 Burning
  
- 52.99 Penalty

### § 52.01 DEFINITIONS.

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

***FAMILY DOMESTIC UNIT.*** Any single independent family unit, irrespective of the number of persons constituting the family, but shall not include a situation where more than one family lives together in any single residence or abode, but in such situation, each of the independent families shall be deemed and regarded as a separate and distinct family domestic unit. Each independent family unit living in a multiple dwelling residence, apartment house, or any type of residence (including mobile homes other than mobile homes in a licensed mobile home court) shall each be deemed a ***FAMILY DOMESTIC UNIT*** for the purposes of this chapter. A rooming house that supplies lodging only for hire and which does not serve meals to any lodgers and does not permit cooking and eating on the premises shall be deemed a ***FAMILY DOMESTIC UNIT*** for the purposes of this chapter.

***GARBAGE.*** Solid and semisolid putrescible animal and vegetable wastes resulting from the handling, preparing, cooking, storing, serving or consuming of food, or of material intended for use as food, and all offal, excluding useful industrial byproducts, from all public and private establishments and from all residences.

***MULTI-FAMILY UNIT.*** A residential duplex to four-plex unit for the purpose of town garbage collection.

***REFUSE.*** Putrescible and non-putrescible wastes, including, but not limited to, garbage, rubbish, ashes, incinerator ash, incinerator residues, street cleanings, market and industrial solid wastes, and sewage treatment wastes in dry or semisolid form.

**RUBBISH.** Non-putrescible solid waste consisting of combustible and noncombustible wastes, such as ashes, paper, cardboard, tin cans, yard clippings, wood, glass, bedding, crockery, trees or portions of trees, or other litter with similar properties.

**SCAVENGING.** The unauthorized removal of an item(s) from a town-owned garbage can, recycling can, roll-off container, or solid waste property, including the landfill and material recovery facility.

**YARD WASTE.** Natural, non-putrescible solid vegetation waste produced by commercial or private residential landscaping activities. The waste shall include lawn cuttings, lawn rakings, branches, trees, garden waste, and other similar waste vegetative material, all free of other debris or rubbish.  
(Ord. passed 6-19-2018)

## § 52.02 FAMILY DOMESTIC UNITS COLLECTION AND CONTAINERS.

The town shall contract for all residential garbage and trash collection within the town including single-family or multi-family, up to and including 4-plex units; residents receiving garbage service are required to utilize the contracted service provider through the municipality. All residents of single family residences and multi-family units within the town receiving town garbage service shall pay the charges and fees specified in resolution and shall comply with the following rules and regulations pertaining to the collection of trash and garbage.

(A) Residents of the town, subject to this chapter, shall comply with collection approved by the town in the manner which follows:

- (1) All residents of the town and each family unit (single through 4-plex) who are subject to this chapter shall be issued one collection container by the contracted service provider.
- (2) Each family unit (single through 4-plex) shall have one collection container for garbage unless a request is submitted at town hall.
- (3) Only garbage service provided collection containers shall be allowed for use.
- (4) All requirements of the garbage service provider shall be followed.
- (5) If the container is stored outside, it shall be kept so as to protect the container and its content from animals. Garbage placed in the containers shall be bagged and tied to prevent blowing during collection. Loose garbage placed in the container is prohibited.
- (6) Residents should place the collection containers in a location suitable and readily accessible for collection by the collection truck no later than 6:00 a.m. on the scheduled collection day. Containers shall be removed from the curb within 24 hours of being emptied.

(B) Residents of the town are responsible for picking up trash and garbage from tipped containers.

(C) If a collection container becomes unusable due to damages resulting from causes other than the collection truck, the resident shall be responsible for purchasing a new container from the service provider.

(Ord. passed 6-19-2018)

**§ 52.03 YARD WASTE COLLECTION.**

Yard waste collection is limited to persons who have garbage service with the town. Yard waste will not be collected for disposal, it must be delivered without any container to the yard waste disposal containers located on 1st Street. No yard waste shall be commingled with any trash, rubbish, infectious or hazardous waste, or other non-yard waste materials.

(Ord. passed 6-19-2018)

**§ 52.04 COLLECTION CHARGES.**

(A) The town shall make a charge for each month for the collection of refuse from each family domestic unit. The charge shall be billed on the monthly water bill to each family domestic unit and shall be immediately due and payable upon the billing date. It shall be payable with, and in addition to, the water bill.

(B) In the event refuse collection is provided by the town under the provisions of this chapter to a family domestic unit within the garbage service district not independently served by the town water service and billed therefor, the owner and occupant of the dwelling unit occupied by the family domestic unit shall be billed for each month at the same rate that the water users are billed. The refuse collection charge shall be forthwith payable to the town by either the owner or occupant of the dwelling unit.

(C) Bills shall be payable at the Town Finance Office or at the authorized bank depository by automatic withdrawal upon enrollment.

(D) The rates for any and all charges the town shall make under this provision shall be prescribed by resolution of the Common Council.

(E) In addition to the foregoing methods of billing and collecting the charges for refuse collection, the Finance Officer, with the approval of the Board of Trustees, may from time to time adopt, use, and enforce such other methods of billing and collection of the charges as may be reasonably efficient, feasible, and appropriate, to the end that in every case all collection charges provided by this section shall be paid.

(Ord. passed 6-19-2018)

HERMOSA TOWN BOARD  
TRACKING ISSUES  
1-9-2024

- A. Street signs
  - Intersection at south entrance of school
  - 5<sup>th</sup> and Main (north of school)
- B. Decommission the 2003 Chevy Tahoe at an estimated cost of \$1000 and request to surplus 2003 Chevy Tahoe plus any equipment removed from the vehicle that cannot be used in a future vehicle; and surplus the tires from the 2012 Chevy Tahoe via Ramsey Auctions to auction surplus items for the Town of Hermosa at 6% vehicle sales commission and 15% other items sales commission
- C. Bond Schedule
- D. Shorb's easement requirements owed to them by town
- E. Water Connection Issue – 355 Main Street
- F. Future Agenda Item-repair concrete bridge
- G. SBI

**INDEPENDENT AUDIT SERVICES, P.C.**

Benjamin Elliott, CPA  
P.O. Box 262  
Madison, South Dakota 57042  
IndependentAuditServices@yahoo.com  
605.270.3020

13E  
JAN 03 2024

January 2, 2024

Gail Boddicker,  
Finance Officer  
Town of Hermosa  
P.O. Box 298  
Hermosa, SD 57744

Dear Gail,

Thank you for the opportunity to present a proposal to audit the Town of Hermosa for the two years ending December 31, 2023. I appreciate your expression of confidence by asking me to make this proposal.

If this proposal is accepted, audit procedures can begin after your 2023 books are completed. A copy of these reports will be requested: Cash Balances, Revenue Guideline, Expenditure Guideline, General Ledger Audit Detail Brief, Revenue/Expenditure Audit Detail Brief, Receipt Book, and Payments.

The field work for your audit can begin by June 2024 although some preliminary work may be done sooner. A draft of the report can be completed by June 2024.

If this proposal is chosen, please sign both copies of the enclosed engagement letter: return one copy to me and keep a copy for your files. I will handle filing with the Department of Legislative Audit.

Again, I appreciate the opportunity to present this proposal to the Town of Hermosa. If chosen, I will look forward to working with you.

Sincerely,

  
Ben Elliott

# INDEPENDENT AUDIT SERVICES, P.C.

Benjamin Elliott, CPA  
P.O. Box 262  
Madison, South Dakota 57042  
605.270.3020

Jerry Styles, President  
Hermosa Town Board  
Gail Boddicker, Finance Officer  
Town of Hermosa  
P.O. Box 298  
Hermosa, SD 57744

January 2, 2024

Cash Basis  
Audit Engagement Letter  
For the Two Years Ending December 31, 2023

Greetings,

This letter will confirm our understanding of the services I am to provide the Town of Hermosa (the Government) as of and for the two years ending December 31, 2023, subject to authorization by the Auditor General.

## Audit Scope and Objectives

I will audit the cash basis of accounting financial statements of governmental activities, business-type activities and each major fund, including disclosures, which collectively comprise the basic cash basis of accounting financial statements of the Government as of and for the two years ending December 31, 2023.

Accounting standards generally accepted in the United States of America provide for certain supplementary information (SI), such as management's discussion and analysis (MD&A), to supplement the Government's basic financial statements. Such information, although not a part of the basic financial statements, is recommended by the Government Accounting Standards Board who consider it to be an essential part of financial reporting by placing the basic financial statements in an appropriate operational, economic, or historical context. Management acknowledges that it is responsible for the SI, that SI is measured and presented in accordance with prescribed guidelines, whether the methods of measurement or presentation have changed from those used in the prior period and, if applicable, the reasons for the change, and any significant assumptions underlying the measurement or presentation of SI. As part of my engagement, I will apply certain limited procedures to the Government's SI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to my inquiries, the basic financial statements, and other knowledge I obtained during my audit of the basic financial statements. I will not express an opinion or provide any assurance on the information because the limited procedures do not provide me with sufficient evidence to express an opinion or provide any assurances. The following SI will be subject to certain limited procedures, but will not be audited.

- (1) Management's Discussion and Analysis (if provided by the Government)
- (2) Budgetary Comparison Schedules - Budgetary Basis
- (3) Schedule of the Town's Proportionate Share of the South Dakota Retirement System's Net Pension (Asset)/Liability
- (4) Schedule of the Town's Contributions to the South Dakota Retirement System

Supplementary information other than SI also accompanies the Government's financial statements. Management acknowledges that it is responsible for (a) preparing the supplementary information, (b) providing the auditor with written representation concerning the supplementary information, (c) including the auditor's report on the supplementary information in any document that both contains the supplementary information and indicates the auditor has reported on the supplementary information, and (d) either presenting the supplementary information with the audited financial statements or, if the supplementary information will not be presented, making the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information and auditor's report thereon are issued. I will subject the following supplementary information to the auditing procedures applied in my audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements taken as a whole. This supplementary information will include the following.

- (1) Schedule of Long-term Debt (if required)
- (2) Schedule of Expenditures of Federal Awards (if required)
- (3) Combining Nonmajor Fund Financial Statements (if required)

Additional supplementary information other than SI and audited supplementary information mentioned above, may also accompany the Government's financial statements. I will not subject the following additional supplementary information to the auditing procedures applied in my audit of the financial statements and will not provide an opinion on it in relation to the financial statements taken as a whole.

- (1) Other schedules (as required)

In connection with my audit of the basic financial statements, I will read the following "other information" and consider whether a material inconsistency exists between the "other information" and the basic financial statements, or the "other information" otherwise appears to be materially misstated. If, based on the work performed I conclude that an uncorrected material misstatement of the "other information" exists, I am required to describe it in my report.

- (1) Other information schedules (as required)

The audit is conducted knowing that I am independent of the Town of Hermosa in both fact and appearance.

The objective of my audit is to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes my opinions about whether the Government's financial statements are fairly presented, in all material respects, in conformity with a modified cash basis of accounting (Special Purpose Framework) and report on the fairness of the supplementary information referred to above when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and Government Auditing Standards will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- > Internal control over financial reporting and compliance with provision of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with Government Auditing Standards.
- > (If required) internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements and (if required) Single Audit

My audit will be conducted in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards for financial audits contained in *Government Auditing Standards*, issued by the Controller General of the United States; (if required) the Single Audit Act Amendments of 1996; and the provisions of Uniform Guidance, and will include tests of accounting records, a determination of major programs(s) in accordance with OMB Uniform Guidance (if required), and other procedures I consider necessary to enable me to express such opinions and to render the required reports. As part of an audit in accordance with GAAS and Government Auditing Standards, I will exercise professional judgment and maintain professional skepticism throughout the audit.

I will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates (if any) made by management. I will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentations. I will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, Government Auditing Standards do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because I will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by me, even though the audit is properly planned and performed in accordance with GAAS and Government Auditing Standards. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, I will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to my attention. I will also inform the appropriate level of management of any violations of laws or governmental regulations that come to my attention, unless clearly inconsequential. I will include such matters in the reports required for a Single Audit (if required). My responsibility as an auditor is limited to the period covered by my audit and does not extend to any later periods for which I am not engaged as the auditor.

I will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Government's ability to continue as a going concern for a reasonable period of time.

My procedures will include tests of documentary evidence supporting the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, and financial institutions. I will also request written representations from your attorneys as part of the engagement.

I have identified the following significant risk(s) of material misstatement as part of my audit planning.

- (1) Listing salaries and wages in the minutes
- (2) Listing official depositories in the minutes
- (3) Listing the official newspaper in the minutes
- (4) Allocation of interest to the TIF debt service fund

I will not use third-party service providers to provide auditing services for this engagement. The South Dakota Department of Legislative Audit or a licensed certified public accounting firm may be used to review the financial statements covered by this engagement letter or the related workpapers.

My audit of your financial statements does not relieve you of your responsibilities.

#### Audit Procedures - Internal Control

I will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that I consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. My tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Government Auditing Standards.

As required by the Uniform Guidance (if this is a Single Audit), I will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that I consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, my tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in my report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, I will express no such opinion. However, during the audit, I will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, Government Auditing Standards, and (if required) the Uniform Guidance.

## Audit Procedures - Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatements, I will perform tests of the Government's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and I will not express such an opinion in my report on compliance issued pursuant to Government Auditing Standards.

The Uniform Guidance (if required) requires that I also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. My procedures will consist of tests of transactions and other applicable procedures described in the OMB Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the Government's major programs. For federal programs that are included in the Compliance Supplement, my compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of those procedures will be to express an opinion on the Government's compliance with requirements applicable to each of its major programs in my report on compliance issued pursuant to the Uniform Guidance.

## Other Services

I will also assist in preparing, as applicable, an analytical trial balance from the Government's general ledger, the financial statements, related notes to the financial statements, suggested adjustments to the financial statements, and the schedule of expenditures of federal awards in conformity with the modified cash basis of accounting (Special Purpose Framework) and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under Government Auditing Standards and such services will not be conducted in accordance with Government Auditing Standards. I will perform the services in accordance with applicable professional standards. The other services are limited to preparing, as applicable, an analytical trial balance from the Government's general ledger, the financial statements, related notes to the financial statements, suggested adjustments to the financial statements, and the schedule of expenditures of federal awards previously defined. I, in my sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services I provide. You will be required to acknowledge in the management representation letter my assistance with preparation of the financial statements, the schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience, (SKE) to evaluate the adequacy and results of those services, and accept responsibility for them.

The individual with sufficient SKE will be the Government's finance officer.

Responsibilities of Management for the Financial Statements and (if applicable) the Single Audit

My audit will be conducted on the basis that you acknowledge and understand your responsibility of (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulation (including federal statutes), rules, and provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to me and for the accuracy and completeness of that information (including information from outside the general and subsidiary ledgers). You are also responsible for providing me with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transaction, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance (if applicable); (3) additional information that I may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom I determine it necessary to obtain audit evidence. At the conclusion of my audit, I will require certain written representations from you about the financial statements; schedule of expenditures of federal awards (if required); federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to me in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing me about all known or suspected fraud affecting the government involving (1) management, (2) employees who have a significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing me of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employed, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws,

regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that I report. Additionally, as required by Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for my review by the closing date of this engagement.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditure of federal awards (including notes and noncash assistance received, and COVID-19 related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include my report on the schedule of expenditures of federal awards in any document that contains, and indicates that I have reported on, the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes my report thereon. Your responsibilities include acknowledging to me in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to me any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for preparation of the other supplementary information (if any), which I have been engaged to report on in conformity with the modified cash basis of accounting (Special Purpose Framework). You agree to include my report on the supplementary information in any document that contains, and indicates that I have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes my report thereon. Your responsibilities include acknowledging to me in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with the modified cash basis of accounting; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with the modified cash basis of accounting; (3) the methods of measurement or presentation have not changed from those use in the prior period (or, if they have changed) the reasons for such changes); and (4) you have disclosed to me any significant assumptions or interpretations underlying the measurement or presentations of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to me corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on my current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

## Engagement Administration, Fees, and Other

I understand that your employees will prepare and locate any documents selected by me for testing.

At the conclusion of the engagement, I will complete (if required) the appropriate sections of the Data Collection Form that summarizes my audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. I will coordinate with you the electronic submission and certification. The Data Collection form and the reporting package must be submitted within the earlier of 30 calendar days after the receipt of the auditor's reports or nine months after the end of the audit period.

I will provide management a copy of a letter listing the entities that will receive a copy of the audit report and financial statement. However, it is understood that the audit report and financial statement is a public document and is available on-line through the South Dakota Department of Legislative Audit's web site.

The audit documentation for this engagement is the property of Independent Audit Services, PC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit finding, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Independent Audit Services PC personnel. Furthermore, upon request, I may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested. If I am aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, I will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Benjamin Elliott is the person responsible for supervising the engagement and signing the reports. I expect to begin my audit by June, 2024.

My fee for these services will be a fixed fee of \$7,500 plus \$3,000 if the government expended over \$750,000 of federal awards in 2022 or 2023 and this engagement is subject to Single Audit (Uniform Guidance) requirements. This fee is based on anticipated cooperation from you office and the assumption that unexpected circumstances will not be encountered during the engagement.

There are no separate charges for out-of-pocket travel cost, lodging, telephone or copying. My audit billing will include a summary of professional time spent on this engagement.

Billing of the audit fee will be for 75% of the amount owed on submission of the draft of the audit report and 25% upon acceptance of the final audit report by the Department of Legislative Audit. It is agreed, after the final audit report has been delivered to the Government, that a billing for the remaining 25% of the audit will be submitted to the Government for approval pending a final acceptance

by the Department of Legislative Audit. If payment is approved, payment will be held until after final acceptance by the Department of Legislative Audit is received.

Should unforeseen circumstances arise that would require a significant extension of my auditing procedures, I will discuss with you the specific matters involved before extending my audit scope and incurring additional costs. Any additional cost will be agreed to in advance and will be based on an hourly fee of \$150 per hour or a fixed amount depending on the circumstance.

### Reporting

I will issue written reports upon completion of my engagement. My report will be addressed to the Government and its principal officials. Circumstances may arise in which my report may differ from its expected form and content based on the results of my audit. Depending on the nature of these circumstances, it may be necessary for me to modify my opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to my auditor's report, or if necessary, withdraw from this engagement. If my opinions are other than unmodified, I will discuss the reasons with you in advance. If, for any reason, I am unable to complete the audit or am unable to form or have not formed opinions, I may decline to express opinions or issue reports, or I may withdraw from this engagement.

The Government Auditing Standards report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing on internal control and compliance and the result of that testing, and not to provide an opinion on the effectiveness of the Government's internal control or compliance, and (2) the report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the Government's internal control and compliance. The Uniform Guidance report (if required) on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the result of that testing based on the requirements of Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

The Department of Legislative Audit or I will prepare and publish, at your expense, a legal notice stating that an audit has been completed, where a copy of the audit report may be found on file for public inspection, together with a brief recital of the substantial items of error, irregularity or loss, in sufficient detail so that the public may be informed of the important findings of the audit.

*Government Auditing Standards* require that I provide you with a copy of my most recent external peer review report and any letter of comments, and any subsequent peer review reports and letter of comment received during the period of the contract. My November 2020 peer review has been sent to you, which included a comment on assessing control risk and sampling methodology, which has been corrected.

I appreciate the opportunity to be of service to the Town of Hermosa and believe this letter accurately summarizes the significant terms of my engagement. If you have any questions, please contact me. If you agree with the terms of the engagement as described in this letter, please sign both copies where indicated: keep one copy for your records and return one copy to me. I will handle filing with the Department of Legislative Audit.

Thank you for the opportunity to present this proposal to the Town of Hermosa.

Sincerely,

INDEPENDENT AUDIT SERVICES, P.C.

*Benjamin Elliott*  
Benjamin Elliott, CPA

This letter correctly sets forth the understanding of the Town of Hermosa.

\_\_\_\_\_  
Jerry Styles, President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Gail Boddicker, Finance Officer

\_\_\_\_\_  
Date

# Timeline for hiring full time Finance Officer position

This process will be the responsibility of the Finance Committee, BOT approval and input will be as defined below. Depending on the number of applicants this timeline may be compressed

Task	Due Date
1	<b>1/9/2024 Bot Meeting</b> A) Have on agenda under Finance Officer "Hire Full Time Finance Officer" B) Request a motion to move "Hire Full Time Finance Officer" to a work secession on 11 January 2024 C) Prepare package to start discussion in the Work Session
2	<b>1/11/2024 Working Meeting</b> A) Working meeting to define the way forward for hiring the Finance Officer B) Based on the out come of the working group "Prepare draft job announcement" C) Resumes will require to have references listed
3	<b>1/18/2024 Special Meeting</b> BOT approval for the Job Announcement
4	<b>1/19/2024 Post job announcement</b> A) Post job announcement with a due date of 2/5/2024 (brain storm where to post) B) As resumes start to come in start scheduling interview starting 2/6/2024
5	<b>2/5/2024 Resumes are Due, (due by 5:00 pm)</b> <b>2/9/2024</b> BOT members ranking of the Resumes (the name of the applicant and list of references will be blocked out) <b>2/13/2024</b> A) Complete first round of interviews B) Make selection for 2nd round (Based on resume, interviews, references and BOT ranking of the resumes) C) Start required background check on the canidates selected for second interview D) Schedule second interviews. Starting 2/17/2023
6	<b>2/16/2024 First Round Done</b> A) Perform second Interviews B) Review background checks C) Make selection to forward to board (Based on second interview and background checks)
8	<b>3/18/2024 Second round done</b>
9	<b>3/19/2024 Approval to Hire to start 25 March 2024</b> Oath of Office for Finance Officer
10	<b>3/25/2024 New Person starts</b> Start changing over all the signature for Bank Make changes
12	<b>4/30/2024 Gails last day</b>

**RESOLUTION 01-2024  
TOWN OF HERMOSA  
SALARIES AND WAGES**

**WHEREAS**, the Board of Trustees for the Town of Hermosa, Custer County, South Dakota a resolution providing for the classification and salaries of the Municipal employees and officers for the Town of Hermosa, for the period commencing January 1, 2024;

**AND WHEREAS**, all salaries and compensation of the Town of Hermosa’s officer’s and employee’s names herein shall be as follows;

BOARD OF TRUSTEES	\$75.00 each regular meeting and \$50.00 each special meeting
FINANCE OFFICER	\$25.00 per hour
ADMINISTRATIVE ASSISTANT/Jill Dybvig	\$20.00 per hour
GOVERNMENT OFFICE/Vonda Belt	\$16.00 per hour
MOSQUITO CONTROL/Monte Waltman	\$16.00 per hour
WATER METER READING/Linda Kramer	\$16.00 per hour
BOARD OF EQUALIZATION	\$50.00 per meeting
ELECTION BOARD	\$15.00 per hour

**NOW THEREFORE, BE IT RESOLVED** that these wages and salaries are hereby approved this 9th day of January 2024.

\_\_\_\_\_  
Jerald Styles, Town Board President

ATTEST:

\_\_\_\_\_  
Gail Boddicker, Finance Officer

Vote:	Ferguson	- Aye
	Henrichsen	- Aye
	Holsworth\	- Aye
	Kramer	- Aye
	Styles	- Aye

First Reading: January 9, 2024

Published: January 17, 2024

15N

12/XX/2023

Jim Poppen  
South Dakota Office of Emergency Management  
221 Central Avenue Pierre  
South Dakota 57501  
Re: Creek Flood Mitigation Scoping, Custer County, SD

Dear Mr. Poppen,

This letter confirms that the Town of Hermosa is applying for the Federal Emergency Management Administration's 2023 Building Resilient Infrastructure and Communities (FEMA BRIC) funding for a community flood mitigation scoping project. We are aware that BRIC funding requires a 10% local contribution to the project budget given our community's FEMA Community Disaster Resilience Zone (CDRZ) designation. The following is a summary of the proposed project budget.

BRIC Funding	\$xxx,xxx
<u>Town of Hermosa</u>	<u>\$ xx,xxx</u>
Total	\$xxx,xxx

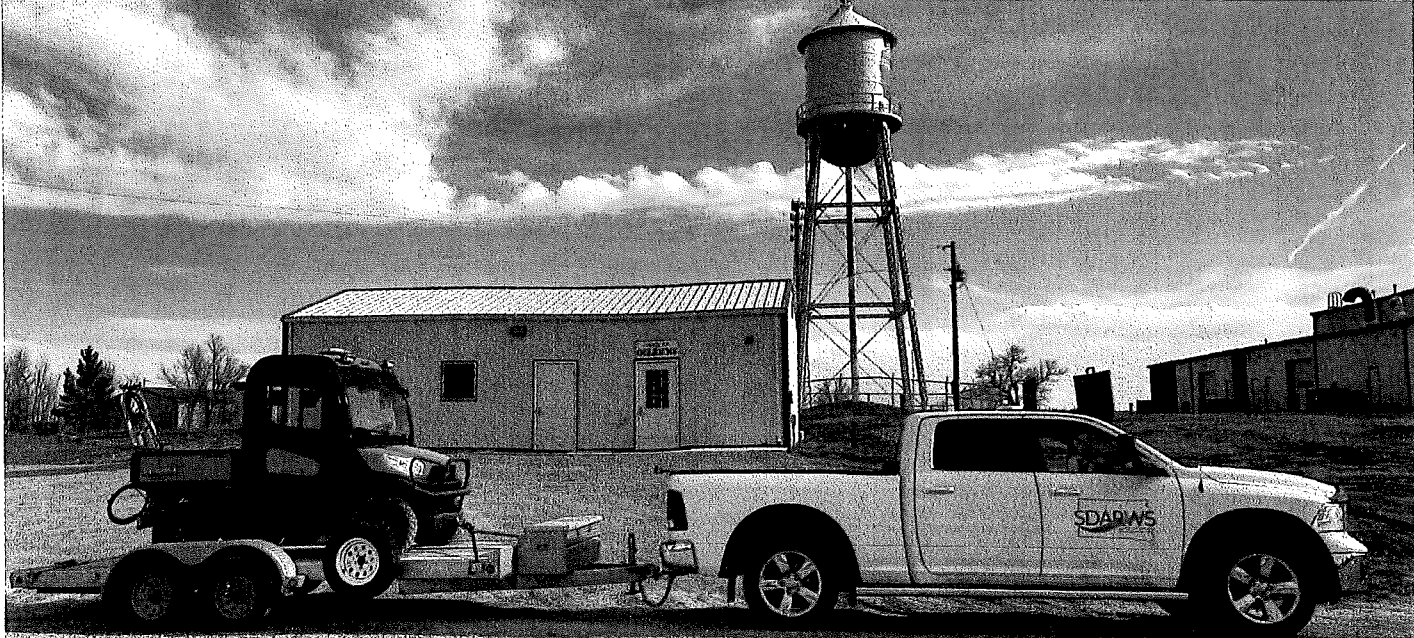
It is understood that the total project cost projection is based upon preliminary estimates and may be subject to change. The Town is prepared to satisfy its match by either cash or well documented in-kind contribution. The value of these local contributions may exceed the minimum (10%) match amount requirement, but additional BRIC funding beyond the amount awarded will not be available.

The Town of Hermosa will collect and provide detailed documentation to verify cash, in-kind, and/other task match expenditures associated with the proposed project for submission in quarterly reports.

Respectfully,

Jerry Styles  
Town Board President

H-17



# START YOUR SUMMER WATER VALVE MAINTENANCE PROGRAM THIS WINTER

**A**s winter blankets our streets with snow and ice, identifying valve boxes can become a formidable challenge for snow removal operations. It's not uncommon for these essential components to become unintended victims of snowplows and maintenance equipment. Encountering a valve box that's protruding slightly too high can lead to equipment damage and an abrupt reminder via the jarring of your vehicle.

The winter season, while presenting these obstacles, also offers an ideal opportunity for water system professionals to catalog these problematic valve boxes for summer repairs. Addressing these issues during the warmer months can prevent critical water main valves from becoming inoperable due to damage or blockages from debris.

## MAPPING AND MONITORING: THE FIRST STEP TO VALVE MAINTENANCE

A comprehensive approach to valve maintenance begins with an adequately numbered and mapped system, allowing for easy identification and operation of each valve. Here's what your records for each valve should include:

- **Valve Size and Operation:** Record the number of turns from open to close. A general rule of thumb is thrice the valve size plus an additional two or three turns (e.g., a 2" valve = 9 turns; a 10" valve = 32 turns). When shutting a gate valve, make four or five turns, then reverse one or two turns, and repeat until the valve is fully closed to prevent jamming.
- **Operational Turns Count:** A valve requiring more or fewer turns than expected could signal a malfunction needing attention.
- **Direction of Closure:** Note that gate valves do not always close in a clockwise direction, and it's essential to recognize whether a valve stops suddenly upon opening or closes gradually, as it can indicate valve condition.

- **Valve Type:** Detail whether it's a butterfly, gate, curb stop, etc.
- **Valve Function:** Document what the valve controls, such as a hydrant, fire line, or domestic supply.
- **Valve Status:** Indicate the valve's last known position, which could be critical for maintaining system pressure zones.
- **Valve Location:** Record precise longitude and latitude or take detailed measurements from a fixed point to prevent future difficulties in locating the valve.
- **Valve Operating Condition:** Note if the operation was smooth or required force, indicating overall valve health.
- **Valve Box Condition:** Assess any damage to the valve box and what repairs are necessary.

Remember, a well-maintained valve can be the difference between a manageable repair and a full-blown emergency, particularly during winter's coldest, most challenging days.

For assistance with your water system's valve and valve box maintenance, do not hesitate to contact a SDARWS team member. Our resources, which include hydro-vac technology for clean and efficient valve box maintenance and a Kubota-mounted valve exerciser for ease of use, can make the maintenance process significantly more manageable. SDARWS is equipped and ready to help, especially if you find yourself short on time or personnel. 💧



**WYATT HIX** started his career at SDARWS in the spring of 2022 at a Circuit Rider and is based out of our Spearfish office. He holds a Class II Water Distribution, Class I Water Treatment certificate, and is a licensed Sewer and Water Contractor, Certified Installer of Individual and Small on-site Wastewater Systems, and trained in on-site Wastewater Treatment Systems Installation. Wyatt resides in Belle Fourche.