

**HERMOSA TOWN BOARD
TUESDAY, FEBRUARY 4, 2025
REGULAR MEETING @ 6:00pm**



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

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

- 3) **CONSENT CALENDAR:**
 - A. Approval of January 21, 2025, regular meeting minutes and January 28, 2025 special meeting minutes

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

- 5) **TOWN UPDATES:**

- 6) **ENGINEER:**
 - A. Approve Pay Application #2 – Baroque Advantage LLC – Lagoon Expansion
 - B. Approve Invoice from Engineered Concrete Products for Lagoon Expansion
 - C. Approve Pay Application#2 - Conifer Construction – WWTP
 - D. Approve Quote from DSG

- 7) **PLANNING & ZONING/UTILITY BILLING**
 - A.

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

- 9) **LAW ENFORCEMENT/ABATEMENTS/COMPLAINTS:**
 - A.

- 10) **LEGAL:**
 - A. In the matter prohibiting Jerry Styles from attending town board meetings; regular meetings, special meetings and work sessions
 - B. Review of Town Marshal job description

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

- 12) **FINANCE OFFICE:**
 - A. Monthly financials
 - B. Department updates
 - C. Designation of person/organization for flag duty -pending

- 13) **OLD BUSINESS:**
- A. Update FEMA/BRIC DTA Grant
 - B. Approve board president to sign Letter of Commitment for FEMA BRIC funding
 - C. Act on Hermosa Connects request for funding that was withdrawn
 - D. Loading Area for Yard Waste Dumpsters
 - E. Approve Resolution 03-2025 Sewer Rate Structure
- 14) **NEW BUSINESS:**
- A. Assignment of Sander Sanitation contract to Waste Connections of South Dakota
 - B. Program for board members to attend meetings electronically
 - C. Purchase of Vaktor Sewer Cleaning Truck from Hill City
- 15) **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.
- 16) **TRUSTEE INPUT:**
- 17) **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
- 18) **ADJOURN:** Motion by _____; Second by _____ to adjourn the meeting at _____ PM.

HERMOSA TOWN BOARD
TUESDAY, JANUARY 21, 2025
REGULAR MEETING @ 6:00pm

3A

ROLL CALL: Koontz called the meeting to order on Tuesday, January 21, 2025, at 6:02pm with the following members present: Ferguson, Koontz, and Serviss. Kramer attended via the phone. Harris was absent. Interested citizens and Attorney Hagg were also present. Pledge of Allegiance led by Koontz.

CALL FOR CHANGES: Motion by Koontz and seconded by Ferguson to move Item 11 C Designation of person/organization for flag duty to the Work Session on January 28, 2025; vote: all aye, motion carried. Motion by Koontz and seconded by Ferguson to accept the agenda as amended; vote: all aye, motion carried.

CONSENT CALENDAR: Motion made by Ferguson and seconded by Serviss to approve January 7, 2025, regular meeting minutes; vote: all aye, motion carried.

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

ENGINEER: Motion by Koontz and seconded by Serviss to approve the town purchasing a gas detector for the purpose of developing confined space protocol and use for necessary purpose; vote: three aye, one nay, motion carried. Motion by Koontz and seconded by Kramer to approve the town purchase of pump as listed on Dakota Pump Invoice with the understanding that purchase price will be deducted from amount paid to contractor; vote: all aye, motion carried. Motion by Koontz to approve Consulting Services Agreement for Tax Increment Financing District 2 in the amount of \$16,200. Motion died for a lack of a second. Agreement will be added to the agenda for the Work Session on January 28, 2025. Motion by Ferguson and seconded by Serviss to approve Consulting Services Agreement for On-Call Services/Building Official in the amount of \$10,000 + inspection fees. Motion by Koontz and seconded by Kramer to amend the motion to approve after town attorney has reviewed and recommended approval; vote on original motion: all nay, motion failed; vote on amended motion: all aye, motion carried. Motion by Kramer and seconded by Ferguson to approve Consulting Services Agreement for DOI Bureau of Reclamation WaterSMART Grant Application in the amount of \$22,500; vote: all aye, motion carried.

PLANNING & ZONING: Discussion on request to waive late fees for town citizen. Motion by Kramer to reduce late fees to \$10 per month on utility bill when services are turned off and coordinate plan with customer to try and get payment and services restored. Motion died for a lack of a second. Motion by Ferguson and seconded by Serviss to cease late fees while services are turned off and services to be restored once outstanding bill is paid in full, once services are restored the late fees will apply if bill not paid on time; vote: three ayes, one abstain, motion carried. Motion by Serviss and seconded by Koontz to approve 2024-48-Digging/Grading/ROW Permit – Whitney Street Water Main Extension; vote: three ayes, one abstain, motion carried. Motion by Serviss and seconded by Ferguson to approve 2024-02 – Digging Permit – Parcel 015288 – Trenching water line; vote: all aye, motion carried.

CLAIMS: Motion made by Koontz and seconded by Ferguson to approve Payroll and Claims as presented; vote: all aye, motion carried; BANKWEST, classic web banking fee, \$25.00; BAROQUE ADVANTAGE LLC, pay application #1-lagoon expansion project, \$110,000.00; CBH CO-OP, shop tank rental, \$89.00; CONNIE LEIMER, trap/neuter/release program, \$27.00; DAKOTA SUPPLY GROUP, pipe/coupling/hydrant/curb stop-lagoon, \$1,574.76; CHUCK FERGUSON, snow removal/sand intersections, \$670.00; GOLDEN WEST TECHNOLOGIES, monthly service-January 2025, \$567.00; MT RUSHMORE TELEPHONE, phone/internet-13464441, 13468409, 13481044, \$260.53; OFFICE DEPOT, folders/labels/protector sheets, \$87.80; SANDER SANITATION, monthly sanitation service-December 2024, \$4,158.96; SOUTH DAKOTA DEPARTMENT OF REVENUE, sales tax for November/December 2024, \$399.62; SOUTHERN HILLS PUBLISHING, publishing/legal notices-December 2024, \$281.37; SILVERSMITH DATA, software integration & set-up, \$589.00; SOUTH DAKOTA 811, message fee/voice out October-December 2024, \$68.25
Accounts Payable Total: \$ 118,798.09. Payroll related: Total Paid On:01/15/2025: General, \$2,448.43, Water, \$327.91, Sewer, \$196.75, Promoting City/ BBB, \$65.58; EFTPS-Electronic Federal Tax, FED/FICA TAX, \$772.36; **Total Payroll Related Paid: \$3,811.03. REPORT TOTAL: \$122,609.12.**

LAW ENFORCEMENT/ABATEMENTS/COMPLAINTS: Motion by Koontz to revoke Mr. Styles privileges for attending all regular meetings and work sessions until further notice. Motion was amended by Koontz and seconded by Kramer to also include special meetings; vote; three aye, one nay, motion carried.

LEGAL: Attorney Hagg commented on the above motion made.

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

FINANCE OFFICE: Monthly financial reports were provided for December 2024. Motion by Kramer and seconded by Ferguson to have finance officer ask town engineer if money is needed from CD that will mature on January 26, 2025, and either deposit funds into checking account or renew CD as recommended by town engineer; vote: all aye, motion carried. A letter of Comments from the 2022-2023 Audit was provided.

OLD BUSINESS: Joan Harris gave an update on FEMA/BRIC DTA Grant. Currently having bi-weekly meetings, with the next meeting on January 28, 2025. Dan Martin with Hermosa Area Growth and Development presented a letter stating the organization would like to withdraw their previous request for funding from the Town of Hermosa.

NEW BUSINESS: Motion by Kramer and seconded by Ferguson to implement \$12.80 sewer charge that was approved with Resolution 06-2023 on November 21, 2023, beginning with the February utility billing; vote: all aye, motion carried. Motion by Kramer and seconded by Serviss to approve Resolution 02-2025; vote: all aye, motion carried.

RESOLUTION 02-2025

RESOLUTION TO AMEND THE DESIGNATED AUTHORIZED REPRESENTATIVE TO CERTIFY AND SIGN PAYMENT REQUESTS

WHEREAS, the Town of Hermosa (the "Town") has determined it is necessary to proceed with improvements to its municipal wastewater treatment and collection system; and,

WHEREAS, the Town has secured financial assistance for the project through the South Dakota Board of Water and Natural Resources (the "Board"); and

WHEREAS, the Town previously approved Resolution No. 11-2021, dated December 21, 2021, where the Town Board President was designated as the authorized representative to sign the application and certify and sign payment requests in;

WHEREAS, the Town has determined it is necessary to amend the previous designation of authorized signatory to better accommodate the timeline for turnaround on pay requests when the Board President is not available for signature.

NOW THEREFORE BE IT RESOLVED by the Town as follows:

1. The Town Board President is hereby designated as an authorized representative of the Town to certify and sign payment requests for financial assistance awarded for the Project, and

2. The Town Board Vice President is hereby designated as an authorized representative of the Town to certify and sign payment requests in the event the Town Board President is not available for signature.

Adopted this 21st day of January 2025.

APPROVED: _____
(Board President/Vice President)

(Seal)

Attest: _____
Signature

Terri Cornelison, Finance Officer

Vote: Ferguson - Aye

Harris - Absent

Koontz - Aye

Kramer - Aye

Serviss - Aye

First Reading: January 21, 2025

Published: January 29, 2025

Motion by Kramer and seconded by Ferguson to approve combined election agreement between Custer School District 16-1 and the Town of Hermosa: vote: all aye, motion carried.

CITIZENS/TRUSTEE INPUT: Audience and trustees had input.

EXECUTIVE SESSION: No executive session held.

ADJOURN: Motion made by Ferguson and seconded by Serviss to adjourn meeting at 9:02 p.m., vote: all aye, motion carried.

ATTEST:

Terri Cornelison
Finance Officer

Kelburn Koontz
Town Board Vice-President

Published once at the approximate cost of _____.

**HERMOSA TOWN BOARD
TUESDAY, JANUARY 28, 2025
SPECIAL MEETING @ 6:00pm**

ROLL CALL: Koontz called the meeting to order on Tuesday, January 28, 2025, at 6:00p.m. with the following members present: Ferguson, Koontz, Kramer, Harris and Serviss. Interested citizens and Attorney Hagg were also present.

CALL FOR CHANGES: Motion by Koontz and seconded by Serviss to add Discussion of ARPA Grant to Item A Under Items of Business, change order of items to B Tax Increment Financing District 2 Consulting Services Agreement, Item C Vendor Permit Applications, Item D Designation of Person/Organization for flag duty, Item E Review Resolution 03-2025 Sewer Rate Structure, Item F Discussion on purchasing Vaktor Sewer Cleaning truck from Hill City and Item G Draft letter to City of Rapid City-surplus Christmas decorations and accept agenda as amended; vote: all aye, motion carried.

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

ITEMS OF BUSINESS:

- A. Suzanne McKinley reviewed requirements for documentation of funds spent by town for ARPA Grant.
- B. Neil Putnam, Planner for Benesch, reviewed how a TIF works and process for developing a TIF. Motion by Kramer and seconded by Serviss to approve the Consulting Services Agreement from Benesch for Tax Increment Financing District 2 project in the amount of \$16,200; vote: all aye, motion carried.
The board took a 5-minute break and reconvened at 7:31 p.m.
- C. Administrative Assistant Dyvbig reviewed proposed changes to vendor permit applications. This item will be discussed at the next work session scheduled for Tuesday, February 11, 2025, at 6:00 p.m.
- D. Discussion on possible person/organization for flag duty was held. The Finance Officer will contact an individual to see if interested and report back to the board.
- E. Review of Resolution 03-2025 was moved to the next regular meeting on Tuesday, February 4, 2025.
- F. Discussion was held on possible purchase of Vaktor Sewer Cleaning truck from Hill City. Consensus was the town would like a definite purchase price from Hill City and needs an estimate of cost to repair the truck.
- G. Motion by Kramer and seconded by Harris to allow Finance Officer to contact City of Rapid City and prepare letter to submit to the City of Rapid City stating the town's interest in acquiring the surplus Christmas decorations that are available; vote: all aye, motion carried.
The board took a 5-minute break and reconvened at 8:46 p.m.

ITEMS FROM CONSTITUENTS: Audience had input.

TRUSTEE INPUT: Trustees had input.

EXECUTIVE SESSION: Motion made by Kramer and seconded by Ferguson to enter Executive Session allowable by SDCL 1-25-2.1- Personnel at 8:46 p.m.; vote: all aye, motion carried. Motion made by Kramer and seconded by Ferguson to exit Executive Session at 9:20 p.m.; vote: all aye, motion carried. Motion by Kramer and seconded by Serviss to direct finance officer to advertise for a part-time law enforcement position with details discussed in Executive Session; vote: all aye, motion carried.

ADJOURN: Motion made by Ferguson and seconded by Kramer to adjourn meeting at 9:21 p.m., vote: all aye, motion carried.

ATTEST:

Terri Cornelison
Finance Officer

Kelburn Koontz
Town Board Vice-President

Published once at the approximate cost of _____.

BASE BID						
ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST	EXPANDED TOTAL		
GENERAL				Total		% Completed
Mobilization	1	LS		\$110,000.00		100
Construction Skate Out	1	LS		\$30,000.00		
Materials Testing	1	LS		\$20,000.00		
Clearing, Grubbing & Fence & Dock Removals	10	AC		\$25,000.00		100
UTILITIES						
Connect to Existing Manhole	1	EA		\$2500.00		
4' Diameter Sanitary Manhole	2	EA		\$6,000.00		
4" Cleanout	2	EA		\$1,000.00		
6' Diameter Sanitary Manhole (Pump Station)	1	EA		\$11,000.00		
4" SDR 11 Forces Main Pipe	400	LF		\$6,000.00		
4" CI-54 D.I. Pipe	238	LF		\$13,000.00		
4" SCH-80 PVC Pipe	415	LF		\$4,100.00		
8" SCH-80 PVC Pipe	532	LF		\$14,500.00		

SECTION 4

BID ITEMS

13	12" SCH-80 PVC Pipe	60	LF			\$4,419.00	
14	4" Gate Valve in Box	2	EA			\$2,700.00	
15	8" Gate Valve in Box	6	EA			\$15,000.00	
16	12" Gate Valve in Box	1	EA			\$4,500.00	
	EARTHWORK						
17	Cut Volume	36,738	CY			\$180,674.00	
18	Fill Volume	19,209	CY			\$59,400.00	
19	Common Excavation (Unstable)(Subgrade Stabilization)	7,500	CY			\$36,826.00	15
20	Compaction of Earthwork (Local Clay and/or Bentonite Mix) (Liner in Primary Cell <1/16" Seep)	41,220	SF			\$35,000.00	
		147,780				\$85,000.00	
21	Riprap (KDOT Light 200 lb)(Bank Erosion Protection)	570	CY		\$90.00	\$51,300.00	
	MISC.						
22	Proposed 6' High Chain Link Fence	930	LF			\$35,000.00	
23	21AA Gravel	700	CY			\$28,000.00	
24	Pump, Base, Rail	2	LS			\$26,000.00	

SECTION 4

BID ITEMS

25	Electrical Conduit	1000	LF		\$3,500.00	
26	Signal Conduit to Control Panel	500	LF		\$1,000.00	
27	Inlet Flow Meter	1	EA		\$8,500.00	
	EROSION CONTROL					
28	Silt Fence	2,300	LF		\$10,500.00	
29	Inlet Protection	1	EA		\$1,000.00	
30	Permanent Seeding and Hydro-Mulch	2	AC		\$6,000.00	
TOTAL BASE BID					\$837,419.00	

6B



Engineered Concrete Products
14616 Wagner Ln.
Rapid City, SD 57701
Phone: (605) 416-1003
Fax:

INVOICE 3861

Invoice Date: 1/30/2025

Office

Sold to:	Town of Hermosa Town of Hermosa 230 Main Street Hermosa, SD 57744	Job Number:	24-2065
		Ship to:	Hermosa Lagoon Expansion

SHIP DATE	SHIP VIA	F.O.B.	TERMS	PAGE
1/30/2025			NET 30	1
CUSTOMER PO#	LOAD	SALES REP	EXEMPT #	REFERENCE
	0	William	City of Hermosa Exempt	3861

Structure No	Structure Description	UOM	Qty	Unit Price	Extension
Structure: MH 3 PS					
	72 Manhole w 12in Base (Var.) 47"	EACH	1.00		
	72Manhole Riser x 72	EACH	1.00		
	72 Manhole Riser x 72 - Special	EACH	1.00		
	72 Manhole 14 Jointed Flat Top Eccentric 27	EACH	1.00		
	PSX - 12M - 8.00 - 9.1 Pipe O.D.	EACH	1.00		
	PSX - 16M - 12.05 - 13.30 Pipe O.D.	EACH	1.00		
	PSX 8QRS - 1.7 - 4.8 Pipe O.D. Uses Bootclamp 88	EACH	1.00		
	Boot Clamp 88 Fits 8QRS	EACH	2.00		
	Boot Clamp 152 Fits 12M & 12-08	EACH	2.00		
	Boot Clamp 232 Fits 16L ; 16M	EACH	2.00		
	72 Manhole Gasket	EACH	3.00		
	Gator Wrap 12x 25ft Piece (60/72 Manholes)	EACH	3.00		
Structure Total			19.00	\$552.63	\$10,500.00
Total Weight			41,354		

Please make check payable to ECP (Engineered Concrete Products)
PO Box 1278 Rapid City, SD 57709

Taxable	\$0.00
Non-Taxable	\$10,500.00
Sub Total	\$10,500.00
Tax	\$0.00
Invoice Total	\$10,500.00
Less Deposit	\$0.00
Invoice Balance	\$10,500.00

BASE BID						
GENERAL	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST	EXPANDED TOTAL	% Completed
					Total	
	Mobilization	1	LS		\$110,000.00	100
	Construction Skate Out	1	LS		\$30,000.00	
	Materials Testing	1	LS		\$20,000.00	
	Clearing, Grubbing & Fence & Dock Removals	10	AC		\$25,000.00	100
	UTILITIES					
	Connect to Existing Manhole	1	EA		\$2500.00	
	4' Diameter Sanitary Manhole	2	EA		\$6,000.00	
	4" Cleanout	2	EA		\$1,000.00	
	6' Diameter Sanitary Manhole (Pump Station)	1	EA		\$11,000.00	
	4" SDR 11 Forces Main Pipe	400	LF		\$6,000.00	
	4" CI-54 D.I. Pipe	238	LF		\$13,000.00	
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16	12" Gate Valve in Box	1	EA		\$4,500.00	
	EARTHWORK					
17	Cut Volume	36,738	CY		\$180,674.00	
18	Fill Volume	19,209	CY		\$59,400.00	
19	Common Excavation (Unstable)(Subgrade Stabilization)	7,500	CY		\$36,826.00	15
20	Compaction of Earthwork (Local Clay and/or Bentonite Mix) (Liner in Primary Cell <1/16" Seep)	41,220	SF		\$35,000.00	
	Compaction of Earthwork (Local Clay and/or Bentonite Mix (Liner in Secondaries <1/8" Seep)	147,780			\$85,000.00	
21	Riprap (KDOT Light 200 lb)(Bank Erosion Protection)	570	CY	\$90.00	\$51,300.00	
	MISC.					
22	Proposed 6' High Chain Link Fence	930	LF		\$35,000.00	
23	21AA Gravel	700	CY		\$28,000.00	
24	Pump, Base, Rail	2	LS		\$26,000.00	

SECTION 4

BID ITEMS

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26	Signal Conduit to Control Panel	500	LF	\$1,000.00	
27	Inlet Flow Meter	1	EA	\$8,500.00	
	EROSION CONTROL				
28	Silt Fence	2,300	LF	\$10,500.00	
29	Inlet Protection	1	EA	\$1,000.00	
30	Permanent Seeding and Hydro-Mulch	2	AC	\$6,000.00	
TOTAL BASE BID				\$837,419.00	



DSG - RAPID CITY
 1936 MARLIN DR
 RAPID CITY, SD 57701
 Phone 605-348-7100
 Fax 605-348-9345

Quotation 6D

EXPIRATION DATE	QUOTE NUMBER
03/02/2025	S104436588
WRITER	PAGE NO.
Craig Heidinger Craig.Heidinger@dsgsupply.com	1 of 2

QUOTE TO:

SHIP TO:

TOWN OF HERMOSA
 PO BOX 298
 ATTN FINANCE OFFICE
 HERMOSA, SD 57744-0298

TOWN OF HERMOSA
 TERRI CORNELISON FINANCE OFFICER
 230 MAIN ST
 HERMOSA, SD 57744-3330

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON
931			*Dusty Baker
ORDERED BY	SHIP VIA	TERMS	QUOTE DATE
Chuck	SOUTH ROUTE TRK	Net 25th Prx	01/31/2025
ORDER QTY	DESCRIPTION	PART NO	Unit Price
820ft	4" SCH40 PVC PIPE BE 20'	23354	277.289/c
70ft	12"x14" SDR35 PVC SEWER PIPE GJ	32427	25.057/ft
56ft	8"x14" SDR35 PVC SEWER PIPE GJ	32405	10.795/ft
1ea	4" MJ S65 RW GATE VALVE OL 2NT (AVK)	38769	945.141/ea
1ea	666-S VALVE BOX COMPLETE (LIDW+26THD+24B+24EXT)		256.407/ea
	Kit Components		
	1 5-1/4" DROP LID (WATER)		
	1 24B 6850 24" VALVE BOX BOTTOM(S)		
	1 #60 24" VALVE BOX EXT 6850/6860		
	(SCREW-TYPE)		
	1 26T 26" HD VALVE BOX TOP 6850/6860		
1ea	VALVE BOX ADAPTOR-II (13003) (VBAIL-J) (2"AFC) (2-1/2"-12" AVK)	122533	72.884/ea
2ea	4" MJ EBAA MEGALUG ACC PACK C900 (COR-BLUE BOLTS-2004PECY)	583799	93.456/ea
2ea	4" MJ IPS TRANSITION GASKET 49 Sioux Falls WW 2 Days	36295	15.548/ea
1ea	8" C515 MJ RW GATE VALVE OL 2NT (MUELLER)	187071	1846.112/ea
2ea	8" MJ SDR35 TRANSITION GASKET 10 Cerdar Rapids 2 days	167802	44.345/ea
1ea	666-S VALVE BOX COMPLETE (LIDW+26THD+24B+24EXT)		256.407/ea
	Kit Components		
	1 5-1/4" DROP LID (WATER)		
	1 24B 6850 24" VALVE BOX BOTTOM(S)		
	1 #60 24" VALVE BOX EXT 6850/6860		
	(SCREW-TYPE)		
	1 26T 26" HD VALVE BOX TOP 6850/6860		
1ea	VALVE BOX ADAPTOR-II (13001) (VBAIL-D) (8" MUELLER)	357186	67.149/ea
2ea	8" MJ EBAA MEGALUG ACC PACK C900 (COR-BLUE BOLTS-2008PECY)	583804	159.050/ea
1ea	12" MJ S65 RW GATE VALVE OL 2NT (AVK)	38829	3764.513/ea
1ea	666-S VALVE BOX COMPLETE (LIDW+26THD+24B+24EXT)		256.407/ea
	Kit Components		
	1 5-1/4" DROP LID (WATER)		
	1 24B 6850 24" VALVE BOX BOTTOM(S)		
	1 #60 24" VALVE BOX EXT 6850/6860		
	(SCREW-TYPE)		
	1 26T 26" HD VALVE BOX TOP 6850/6860		
1ea	VALVE BOX ADAPTOR-II (13003) (VBAIL-J) (2"AFC) (2-1/2"-12" AVK)	122533	72.884/ea
2ea	12" MJ SDR35 TRANSITION GASKET 4 in Montecelo MN 3 Days	402998	93.481/ea
2ea	12" MJ EBAA MEGALUG PVC DOMESTIC	48195	152.374/ea
16ea	3/4"X 4" COR-BLUE MJ T-BOLT w/HEAVY NUT	45207	7.887/ea
	. . ////////////////////////////////////////////////// Added per Email from Anthony		
2ea	4" MJ 45 BEND FBE DOMESTIC	154800	154.983/ea
1ea	4" MJ CAP FBE	28823	54.984/ea

** Continued on Next Page **

8A

Claims for approval 2-04-2025

VENDOR	REFERENCE	AMOUNT
A & B BUSINESS EQUIPMENT	MONTHLY PRINTER/FAX FEE	\$ 535.72
BATTLE CREEK FIRE DISTRICT	RETURN OF OCT/NOV 2024 TIF #1 TAXES	\$ 2,058.52
BENESCH	LONE COYOTE WATER & SEWER EXTENSION	\$ 851.50
BENESCH	HERMOSA WASTEWATER TREATMENT PLANT	\$ 2,064.00
BENESCH	FY22 DRINKING WATER SRF PROJECT	\$ 9,475.00
BLACK HILLS ELECTRIC COOP	UTILITIES ELECTRIC DECEMBER 2024	\$ 2,105.01
CONNIE LEIMER	TRAP/NEUTER/RELEASE PROGRAM	\$ 27.00
CUSTER COUNTY AUDITOR	RETURN OF OCT/NOV 2024 TIF #1 TAXES	\$ 6,575.82
CUSTER COUNTY SCHOOL	RETURN OF OCT/NOV 2024 TIF #1 TAXES	\$ 27,987.91
CHUCK FERGUSON	JANUARY 2025 SERVICES	\$ 3,120.00
GOLDEN WEST TECHNOLOGIES	WORD TOOLBAR MISSING-ADMIN ASSIST	\$ 90.00
HAGG & HAGG LLP	FEBRUARY RETAINER/4.5 BILLABLE HRS @ \$275/HR/138 COPIES	\$ 3,772.00
HARRIS CONTRACTING	FEMA MTGS/MINUTES/EMAILS-10.75 HRS @ \$25/HR	\$ 268.75
MID CONTINENT TESTING LABS	WATER TESTING FOR 4TH QUARTER OF 2024	\$ 422.00
NELSON'S OIL & GAS INC.	PROPANE - CITY WELL	\$ 146.22
RURAL DEVELOPMENT	RD 1 LOAN-JANUARY INTEREST & PRINCIPAL	\$ 1,278.00
	RD 2 LOAN - JANUARY INTEREST & PRINCIPAL	\$ 417.00
	RD 3 LOAN - JANUARY INTEREST & PRINCIPAL	\$ 222.00
SD MUNICIPAL LEAGUE	ANNUAL MUNICIPAL MEMBERSHIP	\$ 634.00
Accounts Payable Total		\$ 62,050.45
Payroll related		
Total Paid On: 1/31/2025		
	Legislative, Financial Administration, Govt Blds	\$ 4,245.35
	Water	\$ 395.92
	Sewer	\$ 237.55
	Promoting City/BBB	\$ 79.18
SOUTH DAKOTA RETIREMENT	SDRS	\$ 1,048.56
EFTPS-ELECTRONIC FEDERAL TAX	FED/FICA TAX	\$ 1,328.81
HEALTH POOL OF SD	ADMIN/FO SINGLE HEALTH 12/24	\$ 2,087.14
Payroll Total		\$ 9,422.51
***** REPORT TOTAL *****		\$ 71,472.96

CLAIMS REPORT
 Check Range: 1/22/2025- 2/04/2025

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
A & B BUSINESS EQUIPMENT INC	MONTHLY PRINTER/FAX FEE	535.72		410	2/04/25
A & B BUSINESS EQUIPMENT INC	MONTHLY PRINTER/FAX FEE		535.72		
BATTLE CREEK FIRE DEPARTMENT	OCT/NOV 2024 TIF #1 TAXES		2,058.52	18173	2/04/25
BENESCH	FY 22 DRINKING WATER SRF PROJ		12,390.50	18165	2/04/25
BLACK HILLS ELECTRIC COOP., Inc	UTILITIES-GENERAL		2,105.01	411	2/04/25
CONNIE LEIMER	TRAP/NEUTER/RELEASE PROGRAM		27.00	18166	2/04/25
Custer County Auditor	OCT/NOV 2024 TIF #1 TAXES		6,575.82	18174	2/04/25
CUSTER COUNTY SCHOOL DIST 16-	OCT/NOV 2024 TIF #1 TAXES		27,987.91	18175	2/04/25
EFTPS-Electronic Federal Tax	FED/FICA TAX		1,328.81	413	1/29/25
CHUCK FERGUSON	JANUARY 2025 CONTRACT SERVICES		3,120.00	409	1/31/25
GOLDEN WEST TECHNOLOGIES	FIX MISSING WORD TOOLBAR-ADMN		90.00	18169	2/04/25
HAGG & HAGG LLP	FEBRUARY 2025 RETAINER FEE		3,772.00	408	1/23/25
HARRIS CONTRACTING	FEMA MTGS & PREP-10.5 HRS@\$25		268.75	417	2/04/25
HEALTH POOL OF SOUTH DAKOTA	FO SINGLE HEALTH INSURANCE	2,087.14		18163	1/30/25
HEALTH POOL OF SOUTH DAKOTA	LIFE INS	21.00	2,108.14	18176	2/04/25
Midcontinent testing lab. Inc	WATER TESTING/4TH QTR 2024		422.00	18170	2/04/25
Nelson's Oil & Gas Inc.	PROPANE - CITY WELL		146.22	18171	2/04/25
RURAL DEVELOPMENT	RD 1 LOAN-JAN 2025 PRINCIPAL	1,278.00		414	1/22/25
RURAL DEVELOPMENT	RD 2 LOAN-JAN 2025 INTEREST	417.00		415	1/22/25
RURAL DEVELOPMENT	RD 3 LOAN-JAN 2025 INTEREST	222.00	1,917.00	416	1/22/25
SD MUNICIPAL LEAGUE	ANNUAL MEMBERSHIP DUES		634.00	418	1/24/25
SOUTH DAKOTA RETIREMENT SYSTEM	SDRS		1,048.56	18177	2/04/25

=====
 Accounts Payable Total 66,535.96

Utility Refund Checks

 Refund Checks Total

Payroll Checks

101	GENERAL	4,245.35
211	BBB GROSS RECEIPTS TAX	79.18
602	WATER	395.92
604	SEWER	237.55

 Total Paid On: 1/29/25 4,958.00

=====
 Total Payroll Paid 4,958.00

=====
 Report Total 71,493.96
 =====

- 21.00 Life Ins pt by employees
71,472.94

CLAIMS REPORT
CLAIMS FUND SUMMARY

FUND	NAME	AMOUNT
101	GENERAL	27,593.52
211	BBB GROSS RECEIPTS TAX	102.88
301	DEBT SERVICE	36,622.25
602	WATER	4,593.96
604	SEWER	2,581.35

	TOTAL FUNDS	71,493.96

- 21.00 Life Inspd by
employees
71,472.96

Town Marshal

Hermosa, SD

10B

Job Title: Town Marshal – Part time

Opening Date: Position Open Until Filled

Pay Range: Competitive Wage

DESCRIPTION

The Town of Hermosa is seeking a motivated and hard-working individual with a law enforcement certification in South Dakota, have the ability to transfer another state's certification through the reciprocity process, or the ability to obtain certification within one year of hire for the position of Town Marshal. This position is responsible for the enforcement of federal, state, and local laws and the protection of life and property.

Officers patrol the Town, respond to calls for service, conduct investigations, enforce traffic laws, conduct code enforcement, arrest offenders, provide assistance to other emergency service providers and engage the community and its members in a positive, professional manner.

QUALIFICATIONS:

Education: High School diploma or G.E.D.

Age: Candidates must be 21 years of age.

Criminal History: No felony or domestic violence conviction.

License: Valid South Dakota driver's license.

Certification: It is required that applicants hold a current law enforcement certification in South Dakota, have the ability to transfer another state's certification through the reciprocity process, or the ability to obtain certification within one year of hire.

Must meet the minimum requirements as established by the Law Enforcement Standards Board.

SELECTION PROCESS:

Applicants that meet the above-listed requirements will be invited for an interview which will determine eligibility for a conditional offer of employment.

CONDITIONS OF EMPLOYMENT:

A candidate receiving a conditional offer of employment will undergo a background investigation, psychological evaluation, physical examination and drug screening.

Contact Town of Hermosa at 605-255-4291 for further information. Resumes can be submitted to terri@hermosasd.com.

13A

FEMA WORK MEETING
HERMOSA TOWN OFFICE
JAN.28, 2025

Attendees:

Kelburn Koontz, Jill Dybvig, Joan Harris, Katie Braum, Bridget Mitchel, Blair Jonas, and Anthony Theodorou

Generator Project Planning Meeting

The meeting discussed the need for updated plan requirements due to funding changes. The team reviewed the generator project for water and wastewater treatment, focusing on the fixed versus portable generator options and the relocation of facilities. They emphasized the importance of accurate utility customer data for a benefit-cost analysis. The project scoping application was reviewed, highlighting the need for a sanitary sewer assessment for Ferguson subdivision and drainage improvements for Westport, fairgrounds, and Whitney and Second Street. The team agreed to consolidate the RFP for both sanitary sewer and drainage assessments, aiming for a February 14 grant submission.

Anthony explained the changes in water treatment and wastewater treatment plans, including the rewriting of water rates permits and the relocation of facilities. Anthony also detailed the state's support for fast-tracking water rights permits and the potential use of a North tank for water storage.

Project Scoping and Utility Data Requirements

Katie outlined the need for a benefit-cost analysis (BCA) to ensure eligibility for the generator project. Jill provided utility customer data, including sewer and water connection data, to extrapolate the number of people benefiting from the project.

Kel discussed the potential increase in the number of people benefiting from the project in the next two to three years.

Generator Placement and Timeline

Katie asked for site-specific mapping to determine generator locations and access roads. Anthony agreed to provide site-specific maps and locations for generators and propane tanks.

Blair discussed the February 14 deadline for submitting the generator sub-application to the state. Britney suggested having the town board vote on applying for the assistance and signing a match commitment letter.

Environmental Impact and Survey Requirements

Blair discussed the need for environmental impact letters and the potential delay in responses. Blair plans to submit the application with a match commitment letter and update it later if necessary. Katie suggested completing site-specific maps and cost estimates by February 4 to meet the February 14,

deadline. She also requested draft Scope of Work language to be included in the February 4 meeting packet.

Project Scoping Application and RFP Development

Discussion and review of the current project scoping application and the identified focus areas: sanitary sewer assessment for Ferguson subdivision, Westport drainage, fairgrounds drainage, and Whitney and Second Street drainage improvements.

It was agreed to include the potential solution of a diversion pipe to eliminate the pump station in the sanitary sewer assessment. Along with a topographic survey to determine the feasibility of eliminating the pump station.

There was a discussion concerning the potential overlap between the sanitary sewer assessment and the drainage assessment.

RFP Process and Contractor Selection

Discussion concerning issuing separate RFPs (request for proposal) for the sanitary sewer assessment and drainage assessment due to different skill sets required. Some agreed that the sanitary sewer assessment could involve different expertise, such as camera equipment and condition assessment of pipes.

Britney discussed the benefits of having one contractor handle both assessments for easier project management. Joan reminded them that contracts over \$50,000 typically require public bidding, but the town has the option to choose a preferred contractor.

Project Team and Timeline

Clarification on the project team's composition and the involvement of the contractor in the first six months after award were discussed, along with the suggestion that the project team should include staff from Custer County Engineering and Headwaters, with the contractor joining later.

Katie plans to build out a detailed timeline for the first six months, including data gathering, feasibility analysis, and conceptual design.

Katie and Britney both emphasize the importance of having enough information for a future FEMA grant application, including 60% design completion.

Next Steps and Meeting Follow-Up

Katie proposed a debrief meeting after the town board meeting on February 4 to discuss the next steps and ensure the project stays on track. All agreed.

Katie confirms the need to include the generator project on the town board agenda for a vote of approval.

Jill let everyone know that the preparation of the packet for the February 4 meeting, including the draft Scope of Work and the match commitment letter, need to be to the office by Friday. It was agreed the involvement of Elmer, the town's floodplain administrator, in the project was needed and there was also a need for a floodplain permit.

Action Items

- Put the generator project on the town board agenda for approval to apply and approval of the match commitment letter.
- Environmental Impact Letters (ask Anthony)
- Provide draft scope of work language for the generator project to include in the town board packet.
- Provide site-specific maps showing the proposed generator locations, including the propane tank locations.
- Schedule a debrief meeting after the town board meeting on February 4th or 5th to discuss next steps before the February 14th deadline.

130 KW KOHLER / GM GENERATOR

- 619 Hours
- Natural Gas or Propane
- Year: 2002
- 3-phase or 1-phase, 60Hz
- Current Voltage 480V
- Muffler Mounted Inside Enclosure
- Powered by an 8.1L GM V8 Turbocharged Natural Gas / Propane Engine
- Overall Dimensions: 43"W x 95"L x 80"H
- Partially Sound-Attenuated Enclosure
- Skid-Mounted
- Radiator-Cooled
- Kohler Decision-Maker 3 + 16 Light Analog Control Panel
- 40 Amp & 125 Amp 3 Pole Square D Mainline Circuit Breakers
- Jacket Water Heater
- Alternator
- Battery Charger
- Electronic Governor

\$23,000

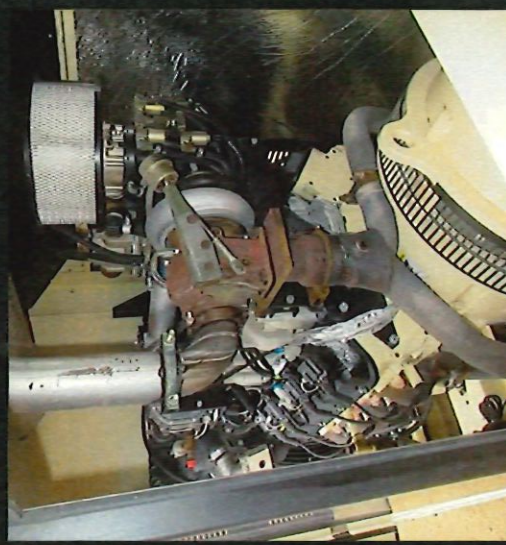


KOHLER CO. KOHLER WI USA

MODEL 125R2G SERIAL 0707310
SPEC. ES-64449-GA1 MFG DT: 11/02
SERVICE DUTY: STANDBY
HZ: 60 RPM: 1800 FUEL: DUAL

	KV	KVA	P.L.
SINGLE PHASE	130.00	163.00	0.8
THREE PHASE	120/240	130/260	127/255
VOLTAGE (CODE)	(61) 1P	(61) (61)	(01) (01)
AMPS			
277/480	220/380	120/208	347/600
(71) (71)	(61) (61)	(61) (61)	110/220
156.00			110/180
			(61) (61)
110/220	230/400	240/416	
(61) 1P	(71) (71)		

GEN. MODEL: 6513 BATT. 12 V
INSUL.: NEMA CLASS H 10' / 100

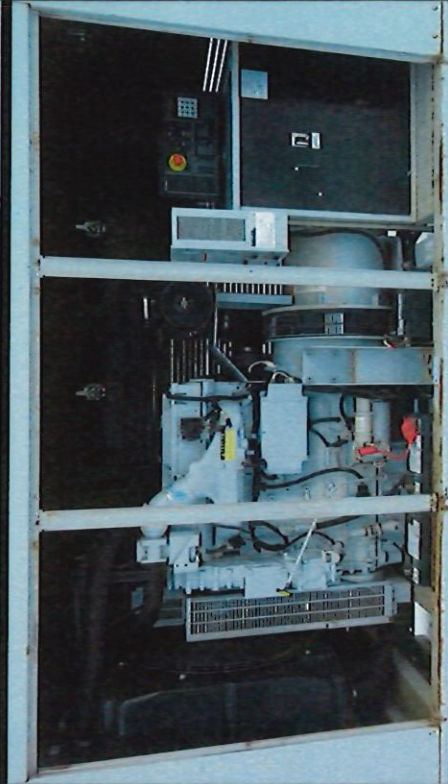
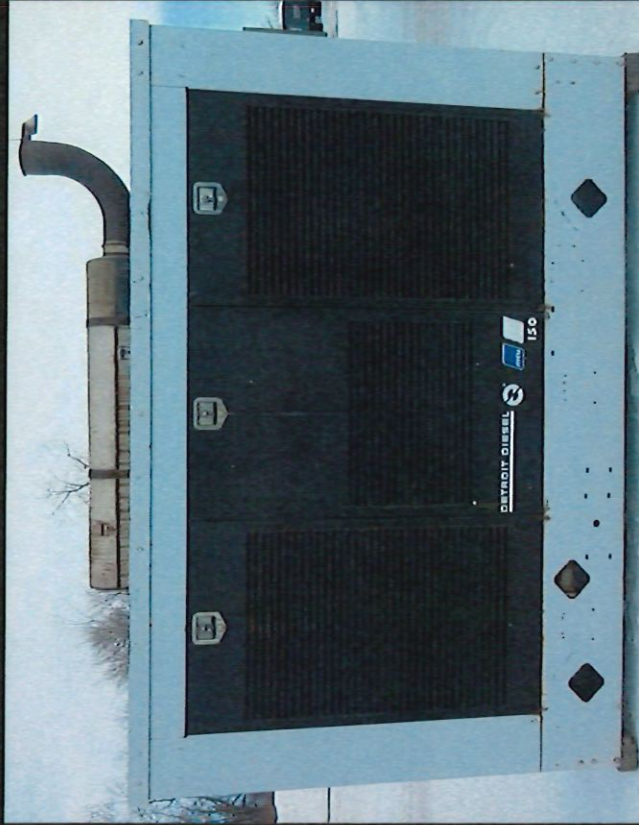


150 KW MTU / DETROIT GENERATOR

1,665 Hours
Natural Gas

- Year: 2004
- 3-phase or 1-phase, 60Hz, 1800 RPM
- Current Voltage: 480V
- Muffler Mounted Outside Enclosure
- Powered by an 8.5L 4 Cylinder Turbocharged 50 Series Detroit Natural Gas Engine
- Overall Dimensions: 51"W x 117"L x 104"H
- Weatherproof Enclosure
- Skid-Mounted
- Radiator-Cooled
- Kohler Decision-Maker 550 Digital Control Panel
- 200 Amp 3 Pole Square D Mainline Circuit Breaker
- Jacket Water Heater
- Alternator
- Battery Charger
- Electronic Governor

\$25,500

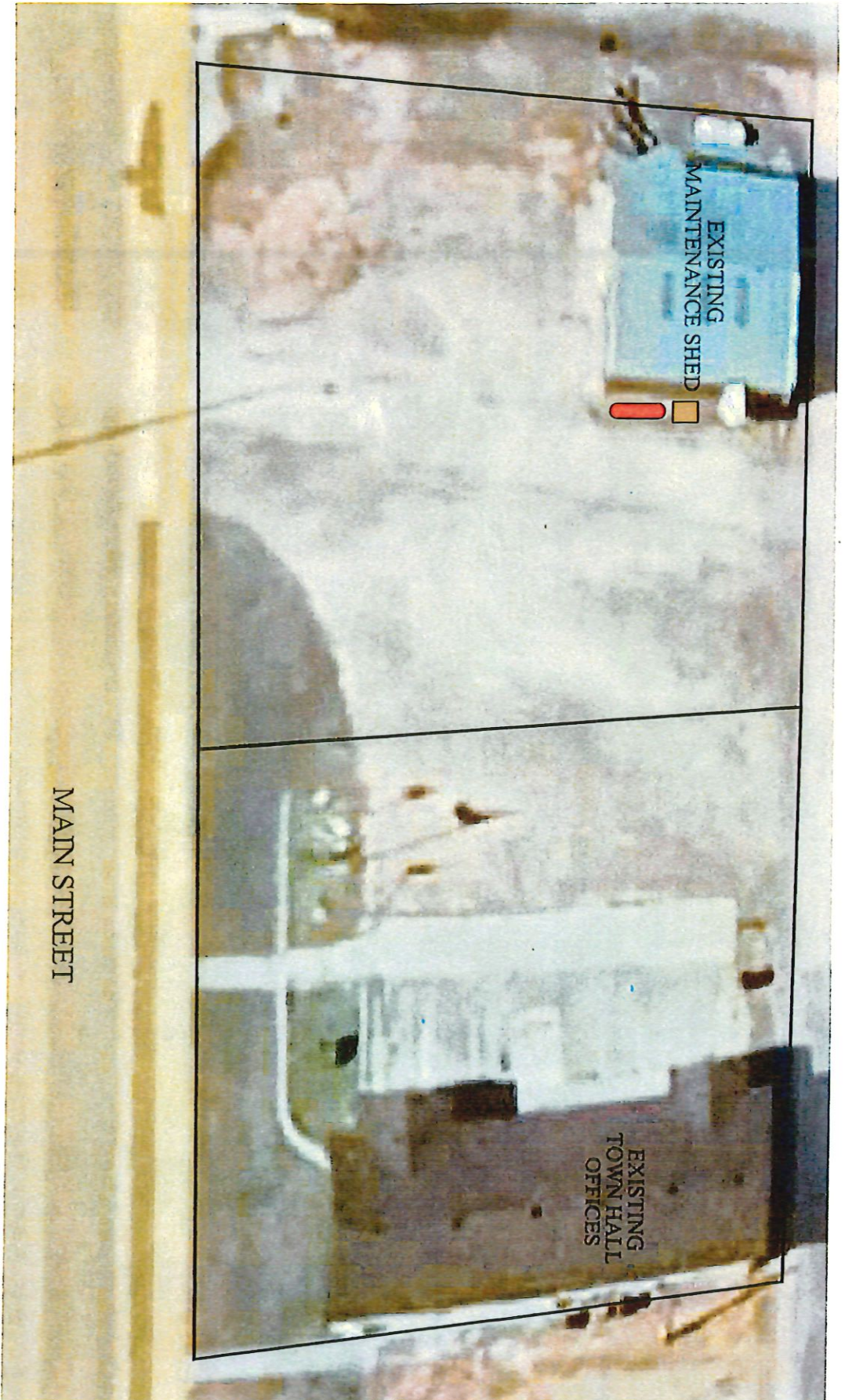


CORPORATION
 SHEBOYGAN, WI 53081 U.S.A.
 MODEL 150GS SERIAL 2022756
 SPEC: GM16094-GA13 MFG DT: 1/104
 SERVICE DUTY: ST. INDBY
 HZ: 60 RPM: 1800 FUEL: NAT GAS

SINGLE PHASE	150.00	189.00	120/240	127/220	120/240
THREE PHASE	120/240	138/240	(91) 1P	(61)	(01)
VOLTAGE (CODE)					
AMPS	277/480	220/380	120/200	347/600	110/220
	(71)	(71)	(91)	(91)	(91)
	225.00				
	110/220	230/400	240/410		
	(51) 1P	(71)	(71)		

BATT: 24 V
 H: 40' Amb
 MATL: 150GS
 GEN MODEL: 4513
 INSUL: NEMA CLASS





**EXISTING TOWN HALL OFFICES AND
MAINTENANCE SHED**

LEGEND

- PROJECT BOUNDARY AREA
- PROP. LP TANK LOCATION
- PROP. GENERATOR LOCATION

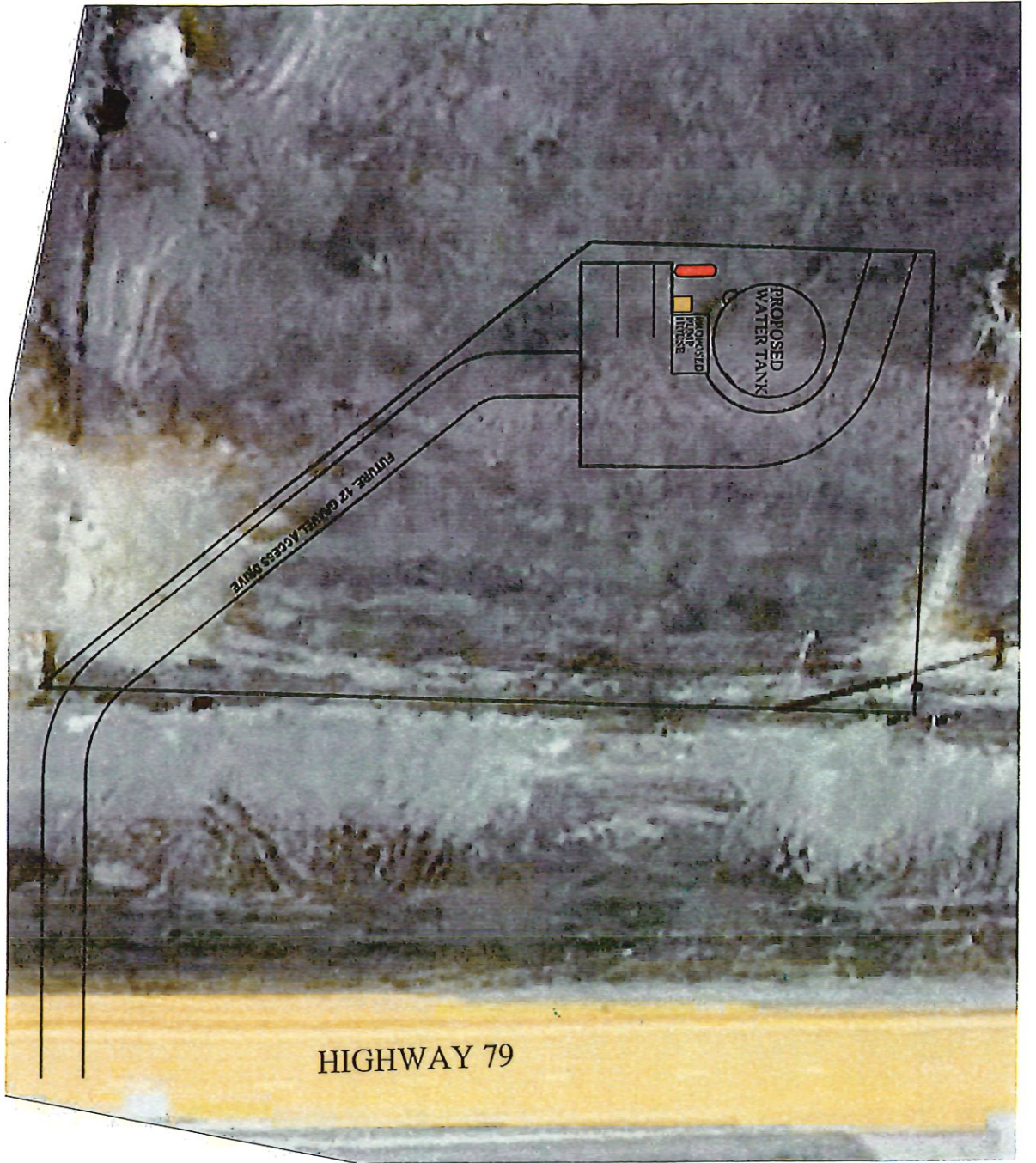
SHEET 1 OF 1



EXISTING WATER WELL #1 & EXIST. PUMP HOUSE



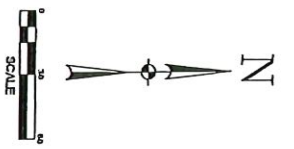
- LEGEND**
- PROJECT BOUNDARY AREA
 - PROP. LP TANK LOCATION
 - PROP. GENERATOR LOCATION



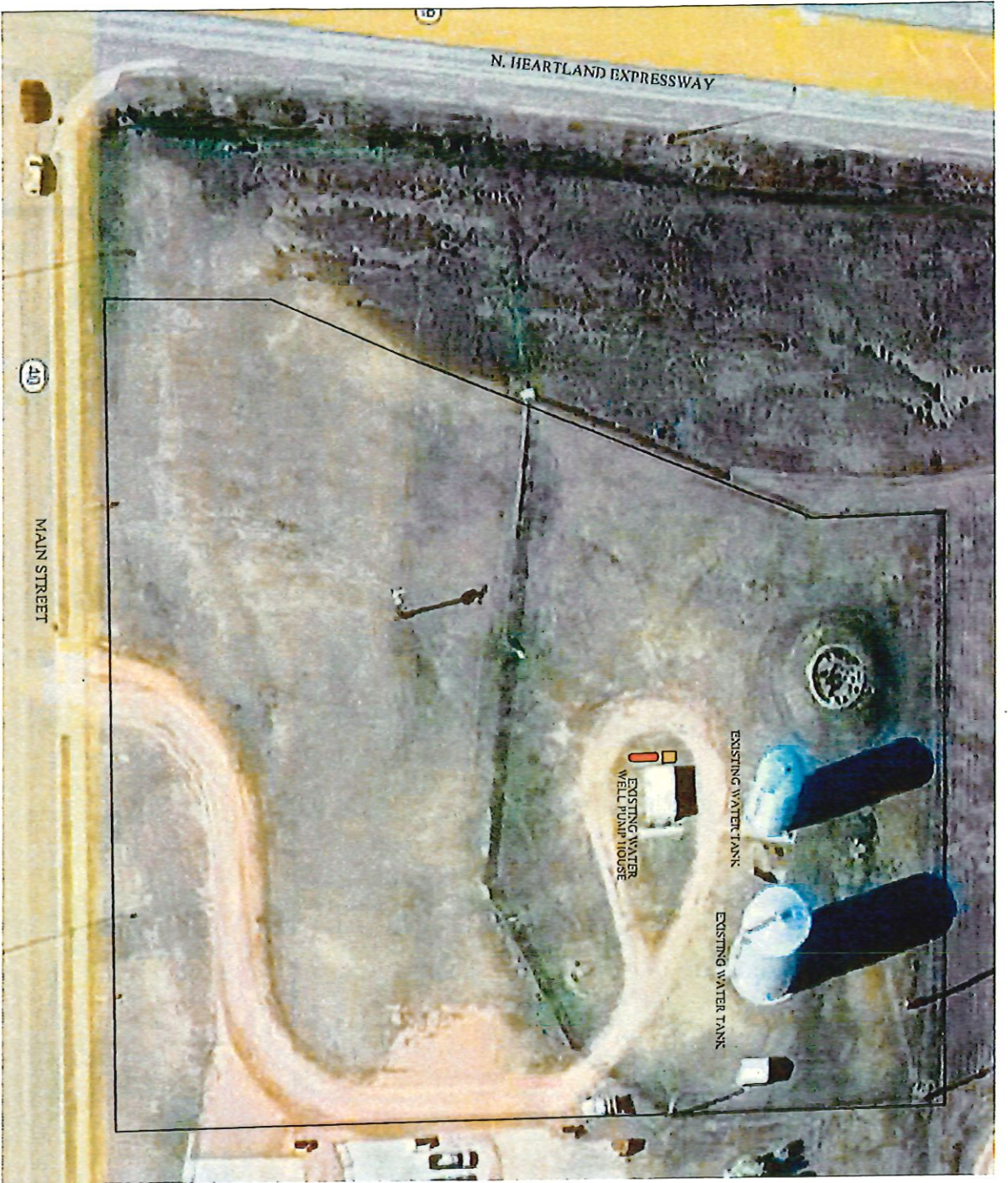
PROPOSED WATER TANK AND WELL HOUSE

HIGHWAY 79

- LEGEND**
- PROJECT BOUNDARY AREA
 - PROP. LP TANK LOCATION
 - PROP. GENERATOR LOCATION



SHEET 1 OF 1

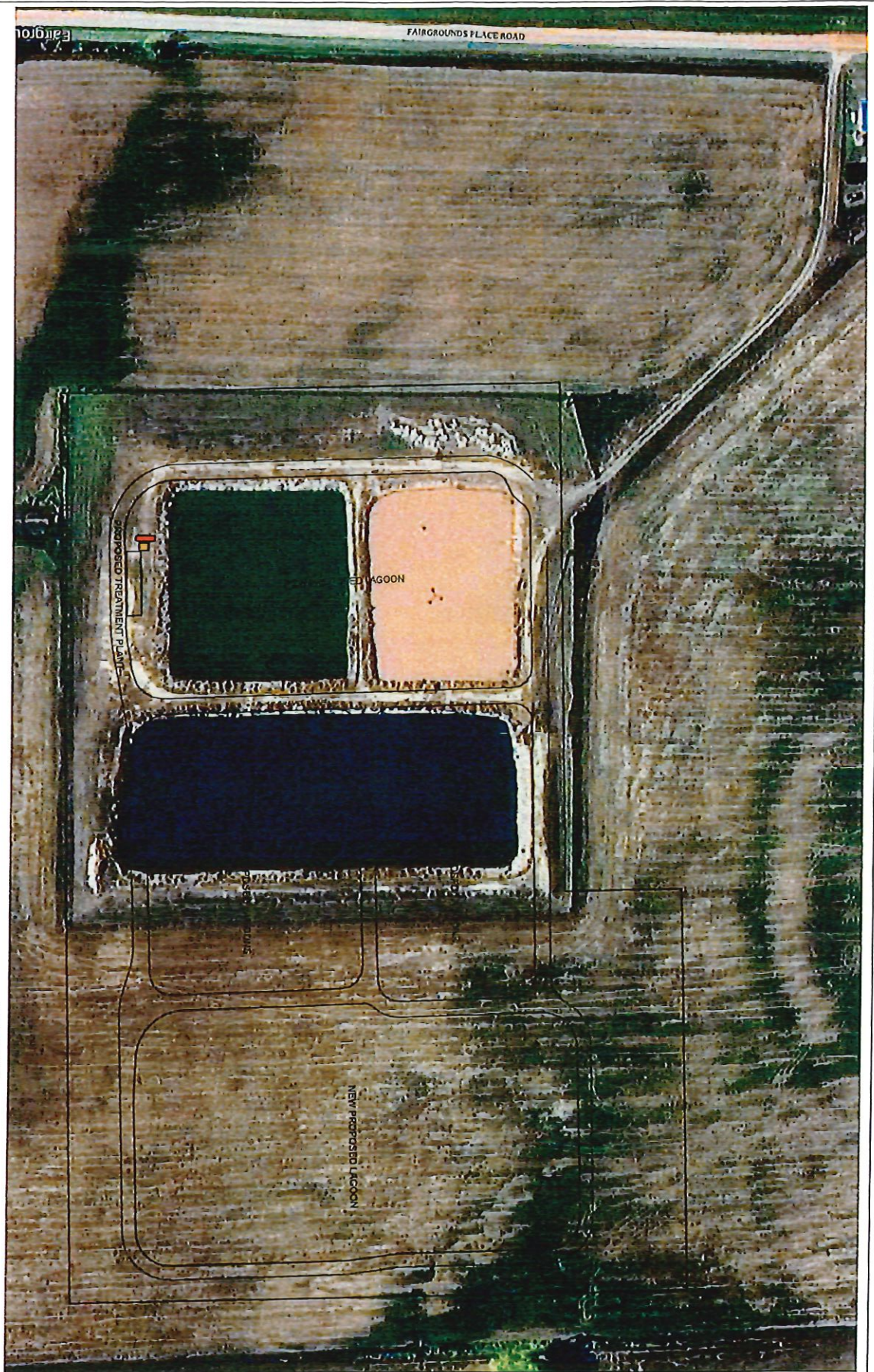


EXISTING WATER WELL #2 AND PUMP HOUSE



- LEGEND**
- PROJECT BOUNDARY AREA
 - PROP. LP TANK LOCATION
 - PROP. GENERATOR LOCATION

SHEET 1 OF 1



PROPOSED WASTE WATER TREATMENT FACILITY

- LEGEND**
- PROJECT BOUNDARY AREA
 - PROP. LP TANK LOCATION
 - PROP. GENERATOR LOCATION



SHEET 1 OF 1

Town of Hermosa

13B



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

February 4, 2025

Jim Poppen
South Dakota Office of Emergency Management
221 S Central Avenue
Pierre SD 57501

Subject: Letter of Commitment

Dear Mr. Poppen,

This letter confirms that the Town of Hermosa is applying for Federal Emergency Management Administrations 2025 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 Disaster Resilience Zone (CDRZ) Designation. The following is a summary of the projected budget:

BRIC Funding	\$196,267.50
<u>Town of Hermosa</u>	<u>\$ 21,807.50</u>
Total	\$218,075.00

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,

Linda Kramer
Town Board President

HERMOSA TOWN BOARD
TUESDAY, DECEMBER 17, 2024
REGULAR MEETING @ 6:00pm

13C

ROLL CALL: Kramer called the meeting to order on Tuesday, December 17, 2024, at 6:00 pm with the following members present: Kramer, Ferguson, Koontz, Harris and Serviss. Interested citizens and Attorney Hagg were also present. Pledge of Allegiance led by Kramer.

CALL FOR CHANGES: Motion by Serviss and seconded by Ferguson to amend the agenda with the deletion of Item A Custer County Log and Item B Abatement – Approve First Notice to Abate 401 Vilas – 3 unlicensed vehicles under Law Enforcement, and add Item D Discussion on town shop lease under Finance Office and to approve the agenda as amended; vote: all aye, motion carried.

CONSENT CALENDAR: Motion made by Ferguson and seconded by Serviss to approve December 3, 2024, regular meeting minutes; vote: all aye, motion carried.

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

ENGINEER: Engineer Theodorou discussed updating CMOM with Benesch providing any assistance needed by Administrative Assistant Dyvbig to get the update completed.

PLANNING & ZONING: Motion by Serviss and seconded by Koontz to approve 2024-02 – Floodplain Development Permit – Triple J & K Properties- Park Tract 2; vote: all aye, motion carried. Motion by Ferguson and seconded by Harris to approve 2024-46 – Residential Building Permit 242 Vilas Street – replace destroyed garage; vote: four aye and 1 abstain, motion carried. Planner Putnam with Benesch gave an update on the town updating the comprehensive plan and working with Pennington County on a possible extraterritorial agreement. Motion by Koontz and seconded by Kramer to approve and authorize the chairman to sign the Hermosa Comprehensive Plan Update Standard Consulting Agreement with Benesch in the amount of \$6,500.00; vote: all aye, motion carried.

CLAIMS: Motion made by Ferguson and seconded by Harris to approve Payroll and Claims as presented; vote: all aye, motion carried; BANK WEST, classic web banking fee, \$25.00; DAKOT SUPPLY GROUP, pipe for sewer lagoon \$752.19; CHUCK FERGUSON, set tank at lagoon/repair street light plugins, \$3,031.00; GOLDEN WEST TECHNOLOGIES, monthly service – December 2024, \$567.00; GWORKS, annual software subscription, \$8,565.00; HARRIS CONTRACTING, emails/webinar/FEMA meetings, 318.75; LINDA KRAMER, reimbursement for Christmas parade supplies; MT RUSHMORE TELEPHONE, phone/internet-13459033/13462525/13451030, \$268.71; SANDER SANITATION, monthly sanitation service, \$4,158.96; SOUTHERN HILLS PUBLISHING, publishing/legal notices- November 2024, 179.94; US BANK, DWSRF November quarterly payment, \$1,493.23; **Accounts Payable Total: \$ 19,520.14.** Payroll related: Total Paid On:12/13/2024: General, \$2,542.06, Water, \$242.00, Sewer, \$145.13, Promoting City/ BBB, \$48.38; EFTPS-Electronic Federal Tax, FED/FICA TAX, \$761.54; **Total Payroll Related Paid: \$3,739.11.**
REPORT TOTAL: \$23,259.25.

LAW ENFORCEMENT/ABATEMENTS/COMPLAINTS: No Custer County log was provided.

LEGAL: No items presented.

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

FINANCE OFFICE: Monthly financials were provided. Finance Officer Cornelison reminded the board that a work session is planned for January 28, 2025, and the board needs to decide what item(s) to discuss at that work session. Motion by Ferguson and seconded by Harris to approve the closure of the town office at noon on New Year's Eve Day and office staff to receive holiday pay for the hours of closure; vote: all aye, motion carried. Discussion was held on the town shop lease and is pending until the next regular meeting.

OLD BUSINESS: Alli VanSambeek presented on behalf of the Hermosa Area Growth and Development to answer any questions regarding their request for BBB funds to be used for assistance of costs for a Child Care Solutions Activation Plan. Motion by Serviss and seconded by Koontz to reconsider the request after the Solutions Pathways Review Report is received; vote: all aye, motion carried.

NEW BUSINESS: First reading of 2.076A -Supplemental 2024 Appropriations Ordinance, no action. Finance Officer Cornelison presented information to the board on the SDARWS 50th Annual Membership Meeting to be held in Pierre, SD, on January 15, 2025.

CITIZENS/TRUSTEE INPUT: Audience and trustees had input.

EXECUTIVE SESSION: No executive session held.

ADJOURN: Motion made by Ferguson and seconded by Serviss to adjourn meeting at 8:07 p.m., vote: all aye, motion carried.

ATTEST:

Terri Cornelison
Finance Officer

Linda Kramer
Town Board President

Published once at the approximate cost of _____.

**RESOLUTION #03-2025
SEWER RATE STRUCTURE**

13 E

A RESOLUTION TO ESTABLISH THE SEWER RATES AND CHARGES FOR THE MUNICIPALITY OF HERMOSA, CUSTER COUNTY, SOUTH DAKOTA.

BE IT RESOLVED by the Municipality of Hermosa, Custer County, South Dakota that the owners or occupants connected with the Hermosa Municipal Sewer System shall pay for discharged sewer at the following rates:

HERMOSA SEWER RATES

GALLONS	IN TOWN RESIDENTIAL	IN TOWN COMMERCIAL	OUT OF TOWN RESIDENTIAL	OUT OF TOWN COMMERCIAL
0-3000	\$34.10	\$60.50	\$71.50	\$88.00
3001-4000	\$35.75	\$64.35	\$77.83	\$95.15
4001-5000	\$37.40	\$68.20	\$84.15	\$102.30
5001-6000	\$39.05	\$72.05	\$90.48	\$109.45
6001-7000	\$40.70	\$75.90	\$96.80	\$116.60
7001-8000	\$42.35	\$79.75	\$103.13	\$123.75
8001-9000	\$44.00	\$83.60	\$109.45	\$130.90
9001-10000	\$45.65	\$87.45	\$115.78	\$138.05
10001-11000	\$47.30	\$91.30	\$122.10	\$145.20
11001-12000	\$48.95	\$95.15	\$128.43	\$152.35
12001-13000	\$50.60	\$99.00	\$134.75	\$159.50
13001-14000	\$52.25	\$102.85	\$141.08	\$166.65
14001-15000	\$53.90	\$106.70	\$147.40	\$173.80
15001-16000	\$55.55	\$110.55	\$153.73	\$180.95
16001-17000	\$57.20	\$114.40	\$160.05	\$188.10
17001-18000	\$58.85	\$118.25	\$166.38	\$195.25
18001-19000	\$60.50	\$122.10	\$172.70	\$202.40
19001-20000	\$62.15	\$125.95	\$179.03	\$209.55

Each 1000 gallons thereafter shall be calculated at the rate of \$1.50 for in town residential users, \$3.50 for in town commercial users, \$5.75 for out-of-town residential users, and \$6.50 for out-of-town commercial users.

Dated this ____ day of _____, 2025

ATTEST:

TOWN OF HERMOSA

Terri Cornelison
Finance Officer

Linda Kramer
Town Board President

Vote: Kramer
Ferguson
Koontz
Harris
Serviss

First Reading: February 4, 2025
Published: February 12, 2025

Published once at the approximate cost of _____.

**RESOLUTION #2021-06
SEWER RATE STRUCTURE**

Current

A RESOLUTION TO ESTABLISH THE SEWER RATES AND CHARGES FOR THE MUNICIPALITY OF HERMOSA, CUSTER COUNTY, SOUTH DAKOTA.

BE IT RESOLVED by the Municipality of Hermosa, Custer County, South Dakota that the owners or occupants connected with the Hermosa Municipal Sewer System shall pay for discharged sewer at the following rates:

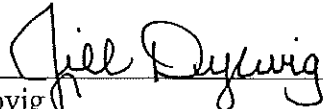
HERMOSA SEWER RATES

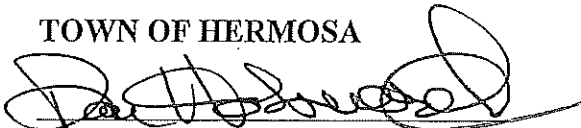
GALLONS	IN TOWN RESIDENTIAL	IN TOWN COMMERCIAL	OUT OF TOWN RESIDENTIAL	OUT OF TOWN COMMERCIAL
0-3000	\$31.00	\$55.00	\$65.00	\$80.00
3001-4000	\$32.50	\$58.50	\$70.75	\$86.50
4001-5000	\$34.00	\$62.00	\$76.50	\$93.00
5001-6000	\$35.50	\$65.50	\$82.25	\$99.50
6001-7000	\$37.00	\$69.00	\$88.00	\$106.00
7001-8000	\$38.50	\$72.50	\$93.75	\$112.50
8001-9000	\$40.00	\$76.00	\$99.50	\$119.00
9001-10000	\$41.50	\$79.50	\$105.25	\$125.50
10001-11000	\$43.00	\$83.00	\$111.00	\$132.00
11001-12000	\$44.50	\$86.50	\$116.75	\$138.50
12001-13000	\$46.00	\$90.00	\$122.50	\$145.00
13001-14000	\$47.50	\$93.50	\$128.25	\$151.50
14001-15000	\$49.00	\$97.00	\$134.00	\$158.00
15001-16000	\$50.50	\$100.50	\$139.75	\$164.50
16001-17000	\$52.00	\$104.00	\$145.50	\$171.00
17001-18000	\$53.50	\$107.50	\$151.25	\$177.50
18001-19000	\$55.00	\$111.00	\$157.00	\$184.00
19001-20000	\$56.50	\$114.50	\$162.75	\$190.50

Each 1000 gallons thereafter shall be calculated at the rate of \$1.50 for in town residential users, \$3.50 for in town commercial users, \$5.75 for out-of-town residential users, and \$6.50 for out-of-town commercial users.

Dated this 3 day of August, 2021

ATTEST:


 Jill Dybvig
 Administrative Assistant

TOWN OF HERMOSA

 Dan Holsworth
 Town Board President

Vote: Flug, aye
 Henrichsen, aye
 Holsworth, aye
 King, aye
 Schumack, aye

First Reading: August 3, 2021

Published: August 11, 2021

Published once at the approximate cost of _____.

Old

RESOLUTION #2009-6R SEWER RATE STRUCTURE

A RESOLUTION TO ESTABLISH THE SEWER RATES AND CHARGES FOR THE MUNICIPALITY OF HERMOSA, CUSTER COUNTY, SOUTH DAKOTA.

BE IT RESOLVED by the Municipality of Hermosa, Custer County, South Dakota that the owners or occupants connected with the Hermosa Municipal Sewer System shall pay for discharged sewer at the following rates:

HERMOSA SEWER RATES

GALLONS	HERMOSA SEWER RATES			
	IN TOWN RESIDENTIAL	IN TOWN COMMERCIAL	OUT OF TOWN RESIDENTIAL	OUT OF TOWN COMMERCIAL
0-3000	\$21.00	\$40.00	\$40.00	\$40.00
3001-4000	\$22.25	\$42.50	\$43.75	\$44.50
4001-5000	\$23.50	\$45.00	\$47.50	\$49.00
5001-6000	\$24.75	\$47.50	\$51.25	\$53.50
6001-7000	\$26.00	\$50.00	\$55.00	\$58.00
7001-8000	\$27.25	\$52.50	\$58.75	\$62.50
8001-9000	\$28.50	\$55.00	\$62.50	\$67.00
9001-10000	\$29.75	\$57.50	\$66.25	\$71.50
10001-11000	\$31.00	\$60.00	\$70.00	\$76.00
11001-12000	\$32.25	\$62.50	\$73.75	\$80.50
12001-13000	\$33.50	\$65.00	\$77.50	\$85.00
13001-14000	\$34.75	\$67.50	\$81.25	\$89.50
14001-15000	\$36.00	\$70.00	\$85.00	\$94.00
15001-16000	\$37.25	\$72.50	\$88.75	\$98.50
16001-17000	\$38.50	\$75.00	\$92.50	\$103.00
17001-18000	\$39.75	\$77.50	\$96.25	\$107.50
18001-19000	\$41.00	\$80.00	\$100.00	\$112.00
19001-20000	\$42.25	\$82.50	\$103.75	\$116.50

Each 1000 gallons thereafter shall be calculated at the rate of \$1.25 for in town residential users, \$2.50 for in town commercial users, \$3.75 for out of town residential users, and \$4.50 for out of town commercial users.

Published once at the approximate cost of _____.

Dated this ____ day of _____, 2009

ATTEST:

TOWN OF HERMOSA

Shanna Harris
Finance Officer

Dan Holsworth
Town Board President

Vote: Unanimous.
First Reading:
Published:

September 1st, 2009
October 7th, 2009

14 A

CONSENT TO ASSIGNMENT OF CONTRACT

Recitals:

- A. The Town of Hermosa ("Customer") and Iron Outfitter Waste Services, Inc. d/b/a Sander Sanitation ("Contractor") entered into the Solid Waste Collection and Disposal Agreement commencing in March of 2022 ("Contract"). A copy of the Contract is attached as Exhibit A to this Consent.
- B. Waste Connections of South Dakota, Inc. ("WCN") is proposing to purchase substantially all of the assets of Contractor, pursuant to an Asset Purchase Agreement (the "Asset Purchase Agreement") between WCN and Contractor (the "Sale").
- C. In connection with the Sale, WCN will acquire the assets and certain obligations of Contractor, including the Contract.
- D. Contractor wishes to assign the Contract, including all of Contractor's rights, interests, liabilities, obligations, and responsibilities to WCN.

NOW, THEREFORE, for and in consideration of the sum of one dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1) Customer hereby acknowledges that WCN and Contractor are contemplating the Sale and consents to the assignment by Contractor to WCN of the Contract (the "Assignment").
- 2) This Consent shall not be effective and the Assignment shall not be valid or binding on WCN or Contractor unless and until the closing occurs under the Asset Purchase Agreement (the "Effective Date").
- 3) Customer consents to the Assignment of the Contract and acknowledges that WCN is assuming all rights, interests, liabilities, obligations and responsibilities of Contractor under the Contract that arise on and after the Effective Date, excluding any damages, claims for damages or similar liabilities arising prior to the Effective Date.
- 4) Customer agrees to release Contractor from any obligations or liabilities under the Contract arising after the Effective Date.
- 5) The Contract shall remain in full force and effect, subject only to the terms of this Consent to Assignment of Contract.
- 6) Customer acknowledges and agrees that Contractor is responsible for all obligations under the Contract that arise prior to the Effective Date.

- 7) Customer acknowledges and agrees that (i) the Contract has not been amended or modified and shall remain in full force and effect, subject only to the terms of this Consent to Assignment of Contract; (ii) there is no defense, offset, claim or counterclaim by or in favor of the Customer against Contractor under the Contract or against the obligations of Contractor under the Contract, and (iii) it is not currently in default in the performance or observance of its obligations under the Contract, and the Customer has no knowledge of any occurrence of any event that with notice or the passage of time would result in a default by the Customer under the Contract.
- 8) Customer agrees to execute and deliver any other documents reasonably necessary for the purpose of effecting the assignment of the Contract.

CUSTOMER:
TOWN OF HERMOSA

Linda Kramer, Board President

Date: _____

Attest:

Terri Cornelison, Finance Officer

EXHIBIT A:
SOLID WASTE COLLECTION AND DISPOSAL AGREEMENT

HERMOSA TOWN BOARD
SPECIAL MEETING
FRIDAY, APRIL 22, 2022 @ 1:00pm



ROLL CALL: Holsworth called the meeting to order at 1:00 pm with the following members present: Henrichsen, Holsworth, Kramer and Schumack. Sheriff Mechaley, Commissioner Mark Hartman and interested citizens also present. Pledge of Allegiance led by Holsworth.

CALL FOR CHANGES: Motion made and seconded to approve agenda as amended to add City Clean-up; vote; all ayes, motion carried.

CONSENT CALENDAR: N/A

NEW BUSINESS: **Law Enforcement Contract:** The contract between Hermosa and Custer County Sheriff's Office to provide law enforcement services in Hermosa is nearing the end of the contract and there is a need to prepare for the future. Custer County will need to hire additional personnel to be able to support services in the area. Custer County Commissioners plan to meet to discuss the new rate. In the meantime, Custer County Sheriff's Office will continue to provide services to Hermosa. **Garbage Rates:** Hermosa's contract for garbage services was renewed with Sander Sanitation. With the new contract, the rate for totes, yard waste dumpsters and the town clean-up program increased. Following a review of rates and discussion at BOT meetings, the board recommended to increase the fees. Motion made and seconded to increase the garbage rate to \$20.00 plus the tax for all customers; vote; all ayes, motion carried. The rate will go into effect with the May 2022 bills. **Stop and Speed Limit Signage:** Motion made and seconded to approve the installation of Stop Signs at Dollar General and on Walter Street, plus 15 MPH speed limit signs to be located on the road coming in off Highway 79, on Walter Street and on the north and south sides of Marie Street; vote; all ayes, motion carried. **Sewer Issues:** Trustee committee members requested to come to the office to view the sewer line videos. Will report at the next meeting of their findings. **Abatements:** Discussion; no action. **Hermosa Clean-up Day:** On schedule for April 23, 2022. **Liquor/Malt Beverage Licenses:** pending May 3, 2022, meeting.

ITEMS FROM CITIZENS: Citizen thanked the board for proceeding with installing the speed limit and stop signs in Hermosa Hills area. Also thanked the board for informing the citizens of the need for increasing the garbage rates.

EXECUTIVE SESSION: Motion made and seconded to enter into executive session at 3:08 pm; vote; all ayes, motion carried. Motion made and seconded to exit executive session at 3:32; vote; all ayes; motion carried. No motions made in executive session.

TRUSTEE INPUT: Kramer: Thanks to Bob King for his service to the town and board – he will be greatly missed. Henrichsen and Schumack echoed Kramer's comments regarding Bob. Holsworth: appreciates the board for taking time to meet on a Friday afternoon. Bob will be missed very much.

EXECUTIVE SESSION: None

ADJOURN: Motion made and seconded to adjourn the meeting at 3:34pm.

**REQUEST FOR BIDS
TOWN OF HERMOSA, SD**

NOTICE IS HEREBY GIVEN that the Town of Hermosa, Custer County, South Dakota is accepting sealed bids for a three-year contract providing for the collection and disposal of refuse and solid waste with the Town of Hermosa.

Bid specifications can be obtained from the Town of Hermosa Finance Office, 230 Main St., PO Box 298, Hermosa SD 57744, (605) 255-4291. Sealed bids plus proof of insurance must be received no later than 5:00 p.m. on Tuesday, March 15, 2022. Bids to be submitted to the Town of Hermosa Finance Officer should be clearly marked as **SOLID WASTE CONTRACT BID** on the outside envelope. Bids will be opened on Tuesday, March 15, 2022, during the regular Town Board Meeting, beginning at 6pm, MST, located at 230 Main St., Hermosa SD. The Town of Hermosa reserves the right to reject any or all bids.

Gail Boddicker
Finance Officer

Published twice at the cost of \$____
(February 23, 2022 & March 2, 2022)

**TOWN OF HERMOSA, SOUTH DAKOTA
SOLID WASTE COLLECTION AND DISPOSAL BID**

THIS BID has been prepared for services between the TOWN OF HERMOSA, SOUTH DAKOTA, a Municipal Corporation, hereinafter referred to as the "Town", and

Sander Sanitation (contractor)

7481 Stage Stop Rd (address)

Blackhawk, SD 57718 (address)

hereinafter referred to as "Contractor".

WHEREAS, the Town has is authorized to contract out for garbage collection and disposal, and

WHEREAS, the Contractor is in the business of garbage (solid waste) collection and disposal and is equipped to provide said service to the Town of Hermosa, and has made arrangements for an acceptable disposal site for all solid waste collected from the Town of Hermosa, and

WHEREAS, the Parties to this Agreement desire to enter into an Agreement for the collection and disposal of refuse and solid waste in the Town of Hermosa, South Dakota, now therefore,

IN CONSIDERATION OF THE MUTUAL AGREEMENTS AND COVENANTS HEREIN CONTAINED, THE TOWN AND THE CONTRACTOR DO HEREBY AGREE AS FOLLOWS:

Section 1. Term of Amended Agreement

The term of this Agreement shall begin upon execution by both parties hereto and shall terminate on April 1st, 2025.

Section 2. Areas of Service

The Areas of Service in the Town in which the Contractor will perform services pursuant to the Agreement shall include all residential dwelling units as described, and provided by, of the Town of Hermosa.

Section 3. Scope of Services

SOLID WASTE COLLECTION AND DISPOSAL. The Contractor shall provide garbage collection service to the Town as follows:

RESIDENTIAL GARBAGE COLLECTION

Rates to be set at \$16.77 per month, per each single family domestic unit or residence, as described, and garbage collected once a week on THURSDAY mornings.

- Collection of garbage on major holidays to be delayed by 1 day(s).
 - Billing for residential services to be done monthly by the Town of Hermosa.
 - Garbage to be placed along road by 6:00 a.m. on collection day(s).
 - Garbage to be placed in (type of container)
Contractor supplied container - 96 gallons
 - Limitations (#bags, lbs, etc., if any) 96 gallons
 - Restrictions on collection
No hazardous waste. No additional waste that is restricted by Rapid City Landfill.
 - Additional fees for collection of garbage must be reported and documented, to be settled between the contractor and the Town of Hermosa, and will be billed directly to the resident by the Town of Hermosa.
-
-
- to be settled between resident and Contractor and will be billed directly by Contractor for those circumstances.
- Ashes or cinders must be handled in such a manner to insure driver and equipment safety.
 - Exclusions for collections
-
-
-

COMMERCIAL GARBAGE COLLECTION

Each business or institution may choose to, but not required, arrange independently with Contractor for necessary collection services and fees.

YARD WASTE

Will be picked up on an 'as needed' basis, with at least 1 business day notice provided by the Town of Hermosa to the contractor, at a rate of \$ 249.50 per pull.

RECYCLING OFFERED () Yes (✓) No

(NOTE: The Town of Hermosa has opted out of mandatory recycling, but is not opposed to it being offered as an optional item to residents)

Additional Cost? _____

Curbside _____ or Community drop _____

Pickup day(s) _____

Other Recycling Info

SPRING AND FALL CLEANUP

- One day each in the spring and fall (optional) will be designated for Town wide clean up
 - Clean-up days to be scheduled and agreed upon between the Town of Hermosa and Contractor
 - Exclusions for pickup are vehicle batteries, chemically contaminated containers or any other materials or items that would be deemed unacceptable by the Rapid City Landfill
 - Two 30 yard dumpsters shall be provided at a charge of \$1249.50 + Disposal, per dumpster.
 - Other
-
-
-

GENERAL PERFORMANCE REQUIREMENTS

1. **COLLECTION VEHICLES.** The Collection Vehicles used to perform this Agreement shall be licensed in the State of South Dakota and shall be operated in compliance with applicable State, Federal and Municipal regulations. All vehicles must be manufactured and maintained in proper repair and sanitary condition.
2. **SAFETY REQUIREMENTS.** The Contractor shall comply with ANSI, OSHA, and other federal, state and local laws and regulations applicable to the operation of Collection Vehicles. No vehicle shall be overloaded.
3. **STANDARD OF PERFORMANCE.** The Contractor's responsibilities under this Agreement shall be performed to the satisfaction of the Town, with the determination of the level of performance being in the sole discretion of the Town.

Section 4. Compensation

- A. It is understood and agreed that the total number of residential pickup units shall be determined from time to time by the Municipal Finance Officer of the Town of Hermosa, and it shall be the duty of the Contractor to notify said Municipal Finance Officer from time to time as to any variance in the number of units from which Contractor is collecting garbage and waste.
- B. **Adjustment.** In the event Contractor shall incur increased landfill costs in the performance of its duties as specified hereunder, then it shall be entitled to submit a modified rate schedule to the Town of Hermosa, incorporating said increased landfill costs into a new proposed rate schedule and said proposed rate schedule shall be considered by the Town Board of Trustees of the Town of Hermosa at its next regularly scheduled Board of Trustees meeting. The Town Board of Trustees of the Town of Hermosa shall have the power to either adopt or reject said proposed modifications and in the event they shall adopt same then this Contract shall be amended accordingly. In the event the Town Board of Trustees shall reject said increased rate schedule, then Contractor shall have the election of continuing under the Contract then existing or may terminate its services to the Town of Hermosa and thereby cancel this Contract upon six months Notice to said Town Board of Trustees.

Section 5. Independent Contractor

The Contractor shall perform all work and services described herein as an independent Contractor and not as an officer, agent, servant or employee of the Town. The Contractor shall have exclusive control of and the exclusive right to control the details of the services and work performed

hereunder and all persons performing the same and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors, if any. Nothing herein shall be construed as creating a partnership or joint venture between the Town and the Contractor. No person performing any of the work or services described hereunder shall be considered an officer, agent, servant or employee of the Town, nor shall any such person be entitled to any benefits available or granted to employees of the Town. The Contractor shall not enter into any subcontracts for performance of its responsibilities under this Agreement or its amendments without the written consent of the Town.

Section 6. Non-assignment

The Contractor shall not assign, transfer or convey this Agreement or its amendments or the Contractor's rights, duties or obligations hereunder or any part thereof without the previous written consent of the Town. The Town may, at its option, terminate this Agreement and/or its amendments if the Contractor attempts to assign, transfer or convey this Agreement and/or its amendments or Contractor's rights, duties or obligations hereunder.

Section 7. Permits and Licenses

The Contractor, at its sole cost and expense, shall obtain and maintain through the term of this Agreement and its amendments, all permits, licenses and approvals necessary or required for the Contractor to perform the work and services described herein.

Section 8. Compliance with Laws and Regulations

The Contractor agrees that, in the performance of work and services under this Agreement and/or its amendments, the contractor will qualify under and comply with any and all federal, state and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement and/or its amendments which are applicable to the Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

Section 9. Insurance

The Contractor shall obtain and maintain throughout the term of this Agreement and/or its amendments at the contractor's sole cost and expense, worker's compensation insurance, and liability insurance coverage. The insurance provided herein shall hold harmless the Town for actions of the Contractor, injuries to the Contractor's employees and to also hold harmless the Town for actions of the Contractor's subcontractors.

Proof of insurance, as required above, must be included with bid.

Section 10. Indemnification and Hold Harmless Agreement

The Contractor agrees to indemnify, hold harmless and defend the Town, its officers, employees, agents and servants from and against any and all liability, claims, demands, actions or suits, of whatsoever character or kind, arising or resulting from, or in any way connected with, the Contractor's performance of this Agreement and/or its amendments, the operations of the Contractor, its agents, employees or subcontractors, or the failure of the Contractor to comply with the provisions and requirements of all applicable permits, licenses, laws or regulations.

Section 11. Termination

- A. In the event the contractor defaults in the performance of any of the covenants or agreements to be kept or performed by it under the terms of this Agreement and/or its amendments, or in the event the performance of the Contractor becomes unsatisfactory to the Town, the Town shall notify the Contractor in writing of the nature of such default or unsatisfactory condition. Within fifteen (15) days following such notice, the Contractor shall:
1. Correct the default or unsatisfactory condition, or
 2. In the case of a default or unsatisfactory condition not capable of being corrected within fifteen (15) days, the Contractor shall commence correcting the default within fifteen (15) days of the Town's notification thereof, and thereafter correct the default or unsatisfactory condition with diligence, and within such specified time beyond fifteen (15) days as the Town shall in its sole discretion agree to allow.
- B. If the Contractor fails to correct the default or unsatisfactory condition as provided above, the Town, without further notice, shall have all of the following rights and remedies which the Town may exercise singly or in combination:
1. The right to declare that this Agreement and/or its amendments together with all rights granted to the Contractor hereunder are terminated, effective upon such date as the Town shall designate.
 2. The right to contract with others to perform the services otherwise to be performed by the contractor hereunder, or to perform such service itself; however, if the cost is more than reasonable, the Contractor will agree to pay the difference in cost incurred.

Section 12. Insolvency of Contractor – Termination of Agreement

Either the appointment of a receiver to take possession of all or substantially all of the assets of the Contractor, or a general assignment by the Contractor for the benefit of creditors, or any action taken by or suffered by the Contractor under any insolvency or bankruptcy act shall constitute a breach of this Agreement by the Contractor and shall, at the option of the Town, terminate this Agreement and/or its amendments.

Section 13. Notices

All notices required or contemplated by this Agreement and/or its amendments shall be personally served or mailed, postage prepaid and addressed to the parties as follows:

To the Town:

Town of Hermosa
Town Finance Officer
PO Box 298
Hermosa, SD 57744

To the Contactor:

Sander Sanitation - Fred Folsom
7481 Stage Stop Rd
BLACK HAWK, SD 57718

Section 14. Waiver

Failure of the Town to enforce its remedies with respect to any breach of any provision of this Agreement and/or its amendments shall not constitute or operate as a waiver of such breach or of any other breach of such provision or of any other provisions of this Agreement and/or its amendments.

Section 15. Governing Laws

This Agreement is entered into and is to be performed in the State of South Dakota. The Town and the Contractor agree that the law of the State of South Dakota shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement.

Section 16. Amendment

This Agreement and/or its amendments may be modified or amended only by a written agreement duly executed by the parties hereto or their representatives.

Section 17. Entirety

This Agreement contains the entire Agreement between the parties as to the matters contained herein. Any oral representations or modifications concerning this Agreement shall be of no force and effect.

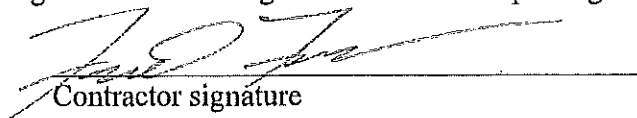
Section 18. Contractor's Representation

The Contractor represents that:

1. The Contractor has the power, authority and legal right to enter into and perform its obligations set forth in this Agreement.
2. This Agreement has been duly entered into and delivered and constitutes a legal, valid and binding obligation of the Contractor enforceable in accordance with its terms.

Section 19. Non-Exclusive Rights

The parties hereto understand and agree that certain organizations and non-profit groups shall be permitted to collect recyclables.


Contractor signature

605-431-3298
Contractor phone

3-14-2022
Date

Proof of insurance attached as described in Section 9 of this bid.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/15/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Providence Financial, Inc. 3208 E. 26th Street Sloux Falls SD 57103		CONTACT NAME: Assurgo LLC PHONE (A/C, No, Ext): (605) 467-8733 E-MAIL ADDRESS: info@605insured.com		FAX (A/C, No): (605) 362-2380	
INSURED Iron Outfilter Waste Services, Inc. dba Sander Sanitallon Service dba A-Z Shredding PO Box 825 Black Hawk SD 57718		INSURER(S) AFFORDING COVERAGE		NAIC #	
		INSURER A: MIDWEST FAMILY MUT INS CO		23574	
		INSURER B: WEST RIVER INSURANCE COMPANY		12535	
		INSURER C:			
		INSURER D:			
		INSURER E:			
		INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CPSD0560114843-BOP	05/01/2021	05/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CPSD0560114843-AUTO	05/01/2021	05/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10000			CPSD0560114843-UMBR	05/01/2021	05/01/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 PR/COMP OPS AGG \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCMWRI 1004343 01	10/01/2021	10/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
FOR INSURANCE INFORMATION PURPOSES ONLY - FOR CERTIFICATE PLEASE CONTACT AGENT ABOVE	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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