

BUFFALO GAP BOARD OF TRUSTEES  
PROPOSED REGULAR MEETING AGENDA JANUARY 5, 2026 6:00 PM  
OLD BANK - BUFFALO GAP

MR. RAY HUSSEY - TRUSTEE, MRS. CHRISTINE WELLS - PRESIDENT, MR. TRAVIS LASSETER - TRUSTEE, MR. MATTHREW TRAMP - FINANCE OFFICER

1. Call to Order
2. Roll Call and Determination of Quorum.
3. Pledge of Allegiance
4. Conflict-of-interest Declaration
5. Approval of January 5, 2026 Agenda
6. Approval of December 8, 2025 Meeting Minutes

**COMMITTEE REPORTS**

7. Finance Officer.
  - a. Monthly Expenses & Financials
8. Water and Sanitation Department.
  - a. Update on Water System & Deficiencies
  - b. Report on Water Loss
  - c. Maintenance & Repair List
  - d. SCADA System Monitoring Device Installation/New Flow Meter
9. Road and Street/Grounds and Mowing.
  - a. Road Maintenance
  - b. Equipment Maintenance
10. Building Maintenance.
11. Animal Control
  - a. Animal Control Ordinance Committee Meeting January 17, 2026 , 2:00pm, Old Bank Bldg
12. Community Center Committee.
  - a. Upcoming Events
13. Park Committee
  - a. Update on 2026 Projects
14. Board of Trustees.
  - a. Mail Call/Complaints/Issues to Address
  - b. Notice of Meeting Events
  - c. Nomination Packets for Board of Trustee Position due March 24, 2026 5:00pm

## **OLD BUSINESS**

15. Proposal to Open 1st, Cedar, and Popular Streets
  - a. Special Meeting to be held in March 2026
16. Windcross Conservancy Lease
17. Water Construction Phase 2
18. Water Outage Communications Plan
19. ORDINANCE 2025-04 – Utility Ordinance – Second Reading
20. ORDINANCE 2025-05 – AN ORDINANCE TO SUPPLEMENTALLY APPROPRIATE FUNDS – Second Reading

## **NEW BUSINESS**

21. Citizen request to vacate alley bordering Lots 27 & 28, Block 10 and Lots 29 & 30, Block 10.
22. USDA Loan for Well #2 – Pay off \$13,790.01 or establish compliance IAW the loan agreement.
23. Resolution 2026-01 Publication of Payroll Information
24. Bank Designation – First Interstate Bank
25. Newspaper Designation – Custer County Chronicle

## **PUBLIC TIME**

This is time for citizens to discuss issues or concerns for the town of Buffalo Gap directly to the Board of Trustees. The amount of time for discussion or presentations can be limited by the President of the Board. Individuals shall refrain from discussing personalities. No action will be taken by the Board of Trustees without first being placed on a future agenda.

## **EXECUTIVE SESSION**

Executive Session per SDCL 1-25-2 if needed. Motion to move into Executive Session pursuant to SDCL 1-25-2(1) if required.

**ADJOURN MEETING** - Next Monthly Meeting is February 2, 2026 at Old Bank.

**TOWN OF BUFFALO GAP MEETING.**

MONDAY DECEMBER 8, 2025. Meeting called to order on December 8, 2025, 2025 6:00pm.

Roll Call – Ray Hussey-Present; Travis Lasseter-Present; Christine Wells-Present; Matthew Tramp-Present.

Pledge of Allegiance.

No conflicts of interest declared.

All motions are considered unanimous unless noted.

Approval of December 8, 2025 Agenda, Motion by Lasseter to change the order of agenda items 8 & 12 Hussey moved

Approval of November 3, 2025 Meeting Minutes Hussey moved; Lasseter motion

Approval of November 19, 2025 Special Meeting Minutes Lasseter moved;

Hussey motion

**COMMITTEE REPORTS**

Animal Control. Establish a committee to review and update Ordinance 2013-002 Town of Buffalo Gap Dog Ordinance. The committee will consist of members from the Buffalo Gap community and Custer County. Contract Travis Lasseter or Margaret Lamont if you are interested in serving on the committee.

Water and Sanitation Department. Update on Water System & Deficiencies – Todd Heck attended Water Distribution training and is pending the results of the certification exam. The water operator will continue to work through the remaining deficiencies identified in the inspection report. Water Loss was approx. 10% for November. Flow meter installation is pending an install date. Water department will manage trashcans, if someone in the community needs a replacement trashcan contact Todd Heck or Christine Wells.

Road & Streets – repairs needed to the dump truck and fuel needed for the heavy equipment. The road & streets department will update the snow plow route to include 2<sup>nd</sup> street to Popular.

Building Maintenance – Community Center Committee presented a quote from Fire & Ice Mechanical for a new heating unit, approx. cost \$6,000. The town will look at the 2026 budget to see if this will be feasible.

Finance Officer. Matthew Tramp is the new finance officer, office hours will be Wednesdays 8am-12pm. The following expenses were presented for approval. 10715 DANR - Operator Certification \$60, 10716 Spirit Canyon Concrete \$3800, 10717 ACE Hardware \$235.14, 10718 American Legal Publishing \$340, 10719 Helms & Associates \$51000, 10720 SD 811 \$8.40, 10721 Christine Wells \$61.50, 10722 Cheyenne Sanitation \$2571.08, 10723 Fall River Water Users Distr \$253.50, 10724 SDML \$516, 10725 Department of Revenue - IRS \$1037.73, 10726 Department of Revenue - IRS \$1294.76, 10727 Fire & Ice Mechanical \$260.92, 10728 SHP Holdings \$46.24, 10729 Todd Heck \$927.19, 10730 Steve White \$188.86, 10731 Nikki Guerrieri \$549.48, 10732 Matthew Tramp \$549.48, 10733 Ray Hussey \$101.58, 10734 Travis Lasseter 101.58, 10735 Christine Wells \$193.93, 10736 Department of Labor \$25, 10737 USPS \$234, ACH US Bank \$2387.13, ACH US Bank \$2387.13, ACH Department of Revenue \$3.61, ACH Department of Revenue \$85.93, ACH BH Energy \$1016.37, ACH Golden West \$104.15, ACH Verizon \$117.03, ACH USDA \$483 The town's liability insurance needs to be reviewed and updated NLT Feb 2026.

Community Center will begin freewill breakfast in January 2026. All donations will continue to go toward the upgrades to the community center. Buffalo Gap Rodeo Club will host a fundraiser on Dec 13, 2025.

Park Committee. Concrete pads have been installed under the picnic tables and for the basketball court. Thank you to everyone who donated to the Park Committee – Your dedication to the town of Buffalo Gap is greatly appreciated. Board of Trustees – inquiry from Hussey on who is responsible for clearing snow around the mail boxes located at the town hall.

**OLD BUSINESS:**

Proposal to Open 1st, Cedar, and Popular Streets. The town received a quote for \$45,000 to completed a road feasibility study and then learned that in 1927 60 feet of the road was vacated to land owners on both sides (30 feet per landowner) leaving first street with a width of 20 feet. Special Meeting will be held March or April timeframe to address the public's written request to open 1<sup>st</sup>, Cedar & Popular Streets.

Windcross Conservancy Lease Public Hearing. Public Hearing was held to allow the public to comment on the tentative lease agreement between Buffalo Gap and Windcross Conservancy. The public presented their concerns over the prairie dog town located to the south of the leased property and requested the Board of Trustees to reconsider until the property owner addressed the prairie dog town. Also, a request from several members of the public to offer the land for public lease and provide an opportunity for other interested parties to lease the town property. Windcross Conservancy did not have a representative at the public hearing. The board members will address the future of lease at the January regular meeting.

**Water Outage Communications Plan – January**

Water Construction Phase 2 – Opening Bids were Dec 8, 25, 2pm, 10 bids were received. Tentative award for the Buffalo Gap Phase II Watermain System Improvements Project, Base Bid, is made to Black River, Inc., Summerset, SD in the amount of \$437,803.50 pending funding agency approval.

**ORDINANCE 2025-04 - ADMINISTER WATER AND SANITATION SERVICES – First Reading.** Discussion on contractors and railroad obtaining water from fire hydrants – Water Dept will get a quote for a meter to be installed and identify where contractors/railroad can access water.

Liquor License for Buffalo Gap Rodeo Club. Event liquor license was issued to Buffalo Gap Rodeo Club Hussey moved, Lasseter second.

**SUPPLEMENTAL BUDGET APPROPRIATIONS ORDINANCE 2025-05 – First Reading**

Pubic Time – concerns over the grading/plowing of the detour due to the bridge construction east of town.

**Executive Session – none**

Adjourn Meeting – 7:05pm, Lasseter moved, Hussey motion. Next meeting January 5, 2025 6pm Old Bank Building.

## ORDINANCE 2025-04

### AN ORDINANCE ENTITLED, UTILITY SERVICES IN THE TOWN OF BUFFALO GAP.

BE IT ORDAINED by the Board of Trustees of the Town of Buffalo Gap, County of Custer, State of South Dakota:

#### **CHAPTER 1. UTILITY SERVICES.**

##### **1.1. DEFINITIONS.**

**Board:** The term Board means the Board of Trustees of the Town of Buffalo Gap.

**Town:** The term Town means the Town of Buffalo Gap, a South Dakota municipality.

**Premises:** Distinct and definite locality or building or part of building used by a distinct entity or individual that either owns, leases, or controls the location.

**Premises Owner:** The term Premises Owner means any owner, occupant, or agent, whether the property owner or a lessee, of a Premises.

**Utility Services:** The term Utility Services means, collectively, the water services and sanitation services of the Town of Buffalo Gap.

##### **1.2. WATER SYSTEM, GENERALLY.**

The water system of the Town of Buffalo Gap shall be operated as a public utility of the Town, and the rates, charges, rentals, regulations, and all provisions of this Ordinance and related Resolutions, both as may be amended from time to time, shall be applicable thereto.

##### **1.3. SANITATION SERVICES, GENERALLY.**

Sanitation services in the Town of Buffalo Gap shall be operated as a public utility of the Town, and the rates, charges, rentals, regulations, and all provisions of this Ordinance and related Resolutions, both as may be amended from time to time, shall be applicable thereto.

##### **1.4. WATER AND SANITATION SERVICES FURNISHED SUBJECT TO PROVISIONS.**

Any person or entity applying for and/or receiving water and sanitation services from the water system belonging to the Town and sanitation services receives such water and sanitation services on the express condition that the water and sanitation services are taken subject to all rules and regulations prescribed by this Ordinance and other Town Ordinances and Resolutions, and to all new, revisions, additions, or amendments

thereto, and penalties provided for any violation of such rules and regulations of the Town. This Ordinance shall supersede all other utility ordinances.

#### **1.5. ORDINANCE MODIFICATION.**

The rules and regulations prescribed by this Ordinance shall not be considered as a contract between the Town and any parties affected thereby in a manner as to prohibit the Town from altering or amending the same, or from establishing such additional and reasonable regulations as may from time to time appear to be necessary.

#### **1.6. FEES AND COSTS, GENERALLY.**

The Town, through resolution made and passed by the Board in accordance with state law, may set by Resolution any fee, cost, penalty, rate, or other expense mentioned but not specifically set in the Town code and may, by resolution passed by the Board in accordance with state law, notice, change, modify, increase, or adjust in any way, the Town's utility services' fees, costs, penalties, expenses, or rates established in the Town Ordinance or code.

### **CHAPTER 2. WATER SERVICE CONNECTION PROCEDURE.**

#### **2.1. APPLICATION FOR WATER SERVICE CONNECTION.**

##### **2.1.1. New Water Service Connections.**

a) For Premises where water service connection does not exist, a written application for a new water service connection shall be made to the Finance Officer by the applicant or owner of the property along with a meter pit connection fee and security deposit as established by resolution. The fee and deposit shall be paid by check or money order. The security deposit must be paid in full to the Finance Officer prior to any water service connection being established or turned on. The security deposit shall be recorded by the Finance Officer and a receipt issued to the applicant. The new service connection fee can be paid in full at the time of the deposit or billed with the first water bill.

b) The application shall provide the legal description of the property and the nature of the water use, whether such is commercial or residential.

c) The application will be reviewed and decision made by the Board of Trustees at the next available regular or special meeting following the application.

d) No water service connection may connect to more than one residential or commercial dwelling, except as provided in this Ordinance.

- e) Upon approval, one meter will be provided per residence or commercial property to include one meter for each apartment unit in a multifamily dwelling, each mobile home in a mobile home park facility, and each hotel or motel facility.
- f) No application for a water service connection will be approved until any existing water accounts of the applicant are paid in full.
- g) After twelve (12) consecutive monthly payments without a late fee, the deposit may be refunded. To be eligible for the refund, the applicant must request the refund of the water deposit in writing to the Finance Officer for approval by the Board of Trustees.
- h) The procedures in this section apply to applications for an additional meter pit.

#### 2.1.2. Existing Water Service Connections.

- a) For Premises where there is an existing water service connection, a written application for water service connection shall be made to the Finance Officer by the new applicant or owner of the property along with a meter pit connection fee and security deposit as established by resolution. The fee and deposit shall to be paid by check or money order. The security deposit must be paid in full to the Finance Officer prior to any water service connection being established or turned on. The security deposit shall be recorded by the Finance Officer and a receipt issued to the applicant. The new service connection fee can be paid in full at the time of the deposit or billed with the first water bill.
- b) After twelve (12) consecutive monthly payments without a late fee, the deposit may be refunded. To be eligible for the refund, the applicant must request the refund of the water deposit in writing to the Finance Officer for approval by the Board of Trustees.

#### 2.1.3. The Town may deny an application for a water service connection to any applicant if:

- a) The applicant fails to provide a completed water application;
- b) The applicant fails to pay the required deposit and connection fee;
- c) The applicant is indebted to the Town for any reason;
- d) The water service connection to the Premises does not fully meet Town Ordinances or any other lawful standards.

### 2.2. TAPS AND WATER METERS.

- 2.2.1. For any Premises Owners whose application for a new water service connection has been approved by the Board, a tap into the water main and a water meter and water meter pit with associated equipment including a curb stop/valve are

required. The tap may only be installed by the Town or its agents at the Premises Owner's expense, with such cost being determined by the Board by Resolution. The water meter and water meter pit and associated equipment will be provided by the Town and may only be installed by the Town or its agents. Such installation will be at the expense of the Premises Owner but will remain the property of the Town.

2.2.2. No person shall be permitted to tap or make connections, either directly or indirectly, with any of the distribution systems of the Town water services, whether a main or service line or otherwise, except through the Town.

2.2.3. The location for the water meter pit will be chosen by the Town. Any costs associated with the location or installation of the water meter pit and associated equipment shall be the responsibility of the Premises Owner.

2.2.4. No person may use water from the Town water system if the water is not drawn through a water meter provided by the Town.

2.2.5. No person or contractor shall make any cross-connection to the Town water system with any other water system, whether supplied from a well, cistern, or any other source, either manmade or natural. Nor shall any person or contractor make any cross-connection to the Town water system with any drain pipe, sewer pipe, septic system, or other line, pipe, or system.

2.2.6. No person shall tamper with water meters or water meter pits or otherwise alter or remove water service equipment. Any person who damages water service equipment will be responsible for the cost of repairs and replacement of such damaged equipment as well as the cost for damages to any other property caused by such tampering, alteration, removal, or other damage.

2.2.7. No person other than a duly authorized agent of the Town shall turn on or off or in any manner interfere with a water system connection.

2.2.8. No residential or commercial property shall share water meter pits. One water meter pit per residential or commercial dwelling to include but not limited to each apartment in a multifamily dwelling, each mobile home in a mobile home facility and each hotel or motel facility.

a) Where more than one Premises share one water meter pit, the Premises Owners so sharing shall each be required to pay the monthly minimum water rate in addition to the usage rate fee.

b) Upon the sale or transfer of the Premises that has a shared water meter pit with other Premises, water services will be disconnected and not reconnected until all Premises so sharing such water meter pit establish and have installed individual water service connections including water meter pits in compliance with this Ordinance.

c) Upon request by Premises Owners, the Board may authorize, in its sole discretion, a shared water meter pit. Such authorization will be on the terms and conditions as set by the Board.

2.2.9. Water meters will be read on the last day of each month except for weekends and holidays. The meters will be read the first business day following a weekend or holiday.

2.2.10. No person shall remove a water meter without prior approval from the Town. No person shall break, deface, or damage any water meter, water meter pit, or associated equipment including the seal thereon.

## 2.3. SERVICE LINES; INSTALLATION AND REPAIR.

2.3.1. Service lines are that portion of water line that leads from the Town's water main to the Premises. All service lines must be laid and constructed in accordance with all applicable regulations and at the expense of the Premises Owner.

2.3.2. Each Premises shall have its own service line connected with the Town water system in accordance with this Ordinance. No service line may be extended from one Premises to other Premises.

2.3.3. The cost of installation of all water service lines shall be the responsibility of the Premises Owner.

2.3.4. The cost of any repairs or maintenance to any water service line or for damages caused by a water service line shall be the responsibility of the Premises Owner.

2.3.5. If a Premises Owner fails to properly and promptly repair a defective service line, the Town is authorized to immediately shut off the water service to the Premises. The water service will not be reestablished until the necessary repairs have been made to the satisfaction of the Town and the Premises Owner has paid all applicable fees for water usage, disconnection, and connection.

2.3.6. The Town is not responsible for any damage resulting from a damaged or broken service line, or any other damage that may result from shutting off or turning on water for any purpose or for any variation in pressure. No Premises Owner is entitled to a reduction in usage fees or other fees because of a leaking or broken service line or other water service fixture or equipment. Water damage that has occurred is the responsibility of the Premises Owner.

2.3.7. No person may use Town water service water from any Premises without the consent of the Premises Owner from whose water service connection the water is drawn.

## 2.4. HYDRANTS.

2.4.1. No person other than a duly authorized representative of the Town or a fire department shall open, close, or operate any hydrant that is part of or connected to the Town water system.

2.4.2. No person other than a duly authorized representative of the Town or a fire department shall attach, remove, or replace any hose, meter, backflow prevention device, or other apparatus to or from any hydrant which is part of or connected to the Town water system.

2.4.3. Nothing in this section shall prohibit a duly authorized contractor of the Town for a Town project who is engaged in the work of constructing additions, repairs, improvements, or maintenance to the Town water system from making connections to hydrants in accordance with the approved plans of the Town project that were prepared by a licensed professional engineer.

## 2.5. EMERGENCY WATER LIMITATIONS; DISCONNECTION; LIABILITY.

2.5.1. The use of Town water for street, lawn, or garden sprinkling is subordinate to domestic use or fire protection and may be restricted by the Town at any time by resolution of the Board. No street, lawn, or garden sprinkling shall be done during a fire. The Board may limit or prohibit temporarily the use of Town water for any purpose, except domestic purposes within a Premises dwelling, during an emergency.

2.5.2. The Town reserves the right at any time to disconnect service from any main to any and all Premises in the event of a water main break or for the purpose of repairing, connecting, extending, or cleaning the infrastructure. To the extent practicable, the Town will give notice to the water users affected. In case of emergency, as determined in the Town's sole discretion, water service to any and all Premises may be disconnected without notice.

2.5.3. Nothing in this Ordinance shall be construed to relieve from or lessen the responsibility or liability of any person owning, operating, controlling, or installing any water service equipment or water service line for damages to persons or property caused by any defect therein or negligence in the handling thereof, nor shall the Town be held as assuming any such liability by reason of the approval or disapproval by the Town of any equipment or installations as authorized herein.

2.5.4. The Town will not be responsible for any damages to persons or property caused by the breaking of water meters, water meter pits, or associated equipment or service lines or other water service fixtures, including those damages resulting from variation in water pressure.

## 2.6. WATER SERVICE CONNECTION FEES; BILLING GENERALLY.

2.6.1. All Premises Owners who have a water service connection to the Town water service system are responsible for payment of all water bills incurred on the Premises including all applicable fees, surcharges, and late fees, in addition to fees related to the amount of water usage whether incurred by the Premises Owner or other person with or without the permission of the Premises Owner or as the result of a damaged or broken line, equipment, or fixture.

2.6.2. All Premises Owners, whether residential or commercial, are responsible for payment for all water from the Town water system used on the Premises, to include sanitation fees and surcharges as provided in this Ordinance and applicable Resolutions.

2.6.3. Billing for water service will be made on a monthly basis. The bill for water services will be based on the monthly reading of water usage and any applicable fees or surcharges and such bills shall be made payable to the Town. Monthly bills are due and payable by the first day of each month. Any bill that remains unpaid on the 10th day of the month will be considered delinquent. A late fee in an amount determined by a Resolution of the Board will be applied to each delinquent bill.

2.6.4. A fee in an amount established in a resolution adopted by the Board will be charged for any returned checks.

2.6.5. Any Premises Owner who receives water services who is unable to fully pay the water bill may make a timely written request to the Finance Officer to have any bill set up on a payment plan of a specified amount per week or month. The payment plan shall be in writing and establish a specified amount to be paid on a weekly or monthly basis. As long as the applicant abides by the written payment plan, the Town will not disconnect services and late fees will not accrue. Any violation of the written payment plan shall subject the Premises Owner to immediate termination of the water service connection and a continuation of the application of late fees each month the outstanding bill and any subsequently accrued bills are not paid in full.

a) The Finance Officer may deny a request for a payment plan for any reason. In the event of a denial, the Premises Owner may appeal the denial in writing to the Board. The appeal shall be heard at the next available regular meeting or special meeting of the Board .

## 2.6.6. Disconnection for non-payment.

- a) If the bill for water services is not paid within 45 days from the due date and the delinquent bill is not part of an approved written payment plan, the water services may be disconnected in accordance with the provisions of this Ordinance.
- b) Ten days prior to disconnecting the water service, a notice of intent to terminate the service will be mailed by first class mail to the Premises Owner or the person or entity who has the water services account with the Town. The notice will include the procedure for the Premises Owner or the person or entity who has the water services account with the Town to contest the intended disconnection.
- c) Water service that has been disconnected due to nonpayment will not be restored until the account and any applicable fees are paid in full.
- d) In cases where meters fail to register the amount of water used, charges shall be based upon the average used during two or more preceding periods of similar length and during a similar time of year.

**2.6.7. Standby Water Service Connection Procedure.** A Premises Owner can make a written request to the Finance Officer for the water service connection to the Premises to be temporarily disconnected for standby purposes. The following criteria must be met in order to temporarily disconnect the water service connection.

- a) The Premises structure must be vacant for more than 30 days.
- b) The Premises Owner must pay the disconnection fee as established in the water rates resolution.
- c) The Premises Owner must pay a monthly fee at the standby rate, including sanitation fees and surcharges as established by resolution.
- d) The Town will continue to read the meter monthly and any water usage will be charged and shall be paid by the Premises Owner.
- e) If a water meter reading shows water has been used during the standby period, the Premises will be removed from standby status and all regular water service fees, including a water connection fee, will be resume and be charged to the Premises Owner.
- f) The Town shall not be liable for any frozen water lines or water line or fixture breaks and any resulting damage that occurs as the result of the Premises being or having been in standby status.
- g) The Premises Owner must notify the Finance Officer of their return in order to have the water service connection resumed.

## **2.7 CUSTOMER RELOCATION.**

A Premises Owner is required to notify the Finance Officer of an occupancy change, relocation, and/or discontinuation in water service. Written notice must be given to the Finance Officer a minimum of three (3) business days before such occupancy change, relocation, and/or discontinuation of water service in order for the change to take effect. Failure to give such notice shall cause the Premises Owner to be responsible for all charges that accrue until such notice is given.

- a) Owners of rental properties must ensure notice of change of tenants is given in accordance with this Ordinance where the utilities are being billed to the tenant.
- b) Upon the notification of a change of occupancy, the Premises Owner may receive a refund of the security deposit if no late fees have been charged during the time of service and the water bill is paid in full.
- c) Owners of rental properties are responsible to ensure all fees and surcharges are paid in full before a new tenant can request a water service connection.
- d) A new service connection and disconnect fee shall be charged each time the Town is required to turn off or on utility services, including transfer of service.

## **CHAPTER 3. SANITATION SERVICES**

### **3.1. GENERAL PROVISIONS.**

3.1.1. All Premises Owners with a water service connection will be given a container for trash. Additional trash containers may be available, depending on supply, for an additional monthly fee that shall be set by resolution of the Board.

3.1.2. All Premises Owners with a water service connection shall be charged for sanitation services regardless of use of sanitation services, unless the Premises do not have a structure. The fees charged for sanitation services will be set by resolution of the Board.

3.1.3. Fees for sanitation services will be billed with monthly water bills. The same terms of payment and penalties for non-payment for monthly water bills as provided in this Ordinance apply to the payment of fees for sanitation services.

**BE IT FURTHER ORDAINED**, that any ordinances or parts thereof in conflict with this ordinance are hereby repealed. The provisions of this Ordinance are severable. If any provision of this Ordinance or the application thereof to any person or circumstance is held to be invalid, such invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application.

This Ordinance will become effective 20 days following publication, which will occur after the Ordinance receives a second and final reading by the Board of Trustees and is

duly approved. ATTEST: Christine Wells, Board President, Matthew Tramp, Finance Officer First Reading Date: December 8, 2025

ORDINANCE 2025-05

AN ORDINANCE TO SUPPLEMENTALLY APPROPRIATE FUNDS

Be it ordained by the Board of Trustees for the Town of Buffalo Gap, County of Custer, South Dakota that the following sum is supplementally appropriated to meet the obligations of the municipality and comply with SDCL 9-21-7.

WHEREAS, the Town of Buffalo Gap has received additional funds in the General Fund from contributions and donations that were not anticipated in the annual budget.

Source of Funding:

-----  
367 Contributions and Donations  
from Private Sources \$ 3,150  
-----

Total Appropriations: \$ 3,150

General Fund

=====  
452 Park  
422 Services and Fees \$ 3,150  
=====

Total Appropriations \$ 3,150

NOW THEREFORE, BE IT ORDAINED that the following supplemental appropriations be made to the General and Water Fund for fiscal year 2025 and that the movement of funds are hereby approved this 8th day of December 2025.

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Buffalo Gap Town Board President

Vote:

Trustee Ray Hussey - aye/nay

Trustee Christine Wells - aye/nay

Trustee Travis Lasseter - aye/nay

First Reading: December 8, 2025

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

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

Posted: \_\_\_\_\_

ATTEST:

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Matthew Tramp, Finance Officer, Town of Buffalo Gap

(SEAL)

RESOLUTION 2026-01

PUBLICATION OF PAYROLL INFORMATION

WHEREAS, the Board of Trustees for the Town of Buffalo Gap, County of Custer, South Dakota resolves to provide a listing of the classification and salaries of Municipal officers and employees for the Town of Buffalo Gap in accordance with SDCL 6-1-10 and SDCL 9-14-28, for the period commencing January 5, 2026;

AND WHEREAS, all employees shall be paid not later than 5 business days after approval from the Board of Trustees;

AND WHEREAS, all salaries and compensation of the Town of Buffalo Gap board of trustees' and employees' names herein shall be as follows:

BOARD OF TRUSTEES	\$60.00 per regular; \$50 per special meeting
Ray Hussey, Christine Wells, and Travis Lasseter	
FINANCE OFFICER	\$1,190.00
Matthew Tramp	
DATA ENTRY	\$100.00
Christine Wells	
ROAD MAINTENANCE	\$15.00 per hour, \$22.50 per OT hour
Steve White	
WATER MAINTENANCE	\$16.50 per hour, \$24.75 per OT hour
Todd Heck	
WATER OPERATOR (CERT)	\$18.50 per hour, \$27.75 per OT hour
Todd Heck (Distribution Certificate)	
GROUNDS/MOWING MAINTENANCE	\$16.00 per hour, \$24.00 per OT hour
Steve White, Tammy White	
ANIMAL CONTROL	\$16.00 per hour, \$24.00 per OT hour
Margaret Lamont	
HEAVY EQUIPMENT RATE	\$21.00 per hour
DUMP TRUCK OR CDL RATE	\$19.00 per hour
EQUIPMENT RENTAL RATES:	Board approval required

NOW THEREFORE, BE IT RESOLVED that these wages, salaries, and specific services of municipal officers and employees are hereby approved this 5<sup>TH</sup> day of January 2026.

SIGNED BY CHRISTINE WELLS \_\_\_\_\_  
PRESIDENT, BOARD OF TRUSTEES TOWN OF BUFFALO GAP

Vote:

Trustee Ray Hussey - aye/nay  
Trustee Christine Wells - aye/nay  
Trustee Travis Lasseter - aye/nay

First Reading: January 6, 2026

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

ATTEST:

SIGNED BY MATTHEW TRAMP \_\_\_\_\_  
FINANCE OFFICER, TOWN OF BUFFALO GAP

(SEAL)



United States  
Department of  
Agriculture

Rural Economic  
and Community  
Development

515 9th street  
P.O. Box 8085  
Rapid City, SD 57709-8085  
(605-341-1393)  
(605) 341-0583 FAX

February 28, 1996

Town of Buffalo Gap  
Attn: Wayne Anderson  
P.O. Box 37  
Buffalo Gap, SD 57722

Dear Mr. Anderson:

This letter establishes conditions which must be understood and agreed to by you before further consideration may be given to the application. Any changes in project costs, source of funds, scope of services or any other significant changes in the project or applicant must be reported to and approved by the Rural Utilities Service (RUS) of the Rural Economic and Community Development (RECD) (formerly Farmers Home Administration) (FmHA) by written amendment to this letter. Any changes not approved by RUS shall be cause for discontinuing processing of the application.

This letter is not to be considered as loan approval or a representation as to the availability of funds. The loan docket may be completed on the basis of an RUS loan not to exceed \$100,000.00 and an RUS development grant not to exceed \$137,000.00, and State Grant Funds of \$50,000.00.

If RUS makes the loan, you may make a written request that the interest rate the lower of the rate in effect at the time of loan approval or the time of loan closing. If you do not request the lower of the two interest rates, the interest rate charged will be the rate in effect at the time of loan approval. The loan will be considered approved on the date a signed copy of Form FmHA 1940-1, "Request for Obligation of Funds," is mailed to you. If you want the lower of the two rates, your written request should be submitted to RECD as soon as practical. In order to avoid possible delays in loan closing such a request should ordinarily be submitted at least 30 calendar days before loan closing.

Please complete and return the attached Form FmHA 1942-46, "Letter of Intent to Meet Conditions," if you desire that further consideration be given your application.

If the conditions set forth in this letter are not met within 90 days from the date hereof, RUS reserves the right to discontinue the processing of the application.

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You should deliver two copies of this letter to the attorney for the town, and he should be instructed to deliver one copy to the selected bond counsel if you plan to meet the loan conditions set forth below.

1. Repayment Schedule

The bond issue will be scheduled for repayment over a period of 40 years. The bond will provide for the first amortized monthly installment to be due 30 days from the date of the bond and monthly thereafter.

2. Applicant Contribution & Disbursement of Other Funds:

Applicants expecting funds from other sources for use in completing projects being partially financed with RUS funds will present evidence of the commitment of these funds from such other sources. This evidence will be available before loan closing, or the start of construction, whichever occurs first. Ordinarily, the funds provided by the applicant or from other sources will be disbursed prior to the use of RUS loan funds. If this is not possible, funds will be disbursed on a pro rata basis. RUS funds will not be used to pre-finance funds committed to the project from other sources.

3. Security Requirements

Security for the loan will consist of General Obligation Bonds authorized and prepared by an approved bond counsel. Bond counsel is to be instructed to prepare a bound and indexed bond transcript.

It will be required that the bond resolution contain provisions for an assignment of the water revenues to the holder.

4. Number of Users/Members and Verification Required

Prior to bidding the project, an audit of your records by the RUS must show you have 88 residential users and 1 other user. If this is not accomplished by the above date, RUS will have the right to deobligate the funds and discontinue further processing on the loan required for the project.

5. Organization

The applicant must provide a certification concerning its organization, authority to issue bonds in compliance with special

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laws and regulation in accordance with FmHA Instruction 1942-A, 1942.17 (g)(2) and (k)(1).

#### 6. Accounting, Audits and Management Reports

Accounting, audits and management reports will be established and maintained in accordance with the requirements of South Dakota's General Statutes, and in accordance with FmHA Instruction 1942-A, 1942.17(q) (1)-(5). Before loan closing or start of construction, whichever is first, borrower shall provide to, and obtain approval from the RUS loan approval official for its accounting and financial reporting system, including the agreement with its auditor, if an auditor is required.

#### 7. Insurance and Bonding

The borrower will provide fidelity bond coverage for the positions of persons entrusted with the receipt and disbursement of its funds and the custody of valuable property. The amount of coverage required by FmHA will normally approximate the total annual debt service requirements for the RUS loans. Form FmHA 440-24, "Position Fidelity Schedule Bond," may be used.

Fire and extended coverage may be required on all above ground structures, including borrower-owned equipment and machinery housed therein, usually in the amount of their replacement value. This does not apply to water reservoirs, standpipes, elevated tanks, and other noncombustible materials used in treatment plants, clearwells, clarification units, filters, and the like. Property insurance on subsurface lift stations is not required except for the value of the pumping equipment and electrical equipment therein.

Public liability insurance will be obtained on the entire facility.

All insurance and bonds will be in conformance with FmHA Instruction 1942-A, 1942.17 (j)(3) and 1942.17 (o)(2).

#### 8. Loan Resolution

The applicant must formally adopt Form FmHA 1942-47, Loan Resolution, at a proper meeting of the governing body. Adoption of this document should be made a part of the official minutes of the applicant.

9. Procurement

Construction contract documents and final plans must be completed in accordance with FmHA Instruction 1942-A, Section 1942.18. Concurrence by the RUS State Office Engineer must be obtained prior to advertisement for bids. Standard construction contract documents are available from the RUS and will be furnished to your engineer. If you choose to use other contract formats, you should submit these for early review by the RUS. It may be necessary to forward these to the Agency's Office of General Counsel.

Care must be used to insure maximum open and free competition. The applicant and engineer must consider all materials suitable for the project. The engineer must specify all materials normally used for the conditions expected and must justify the exclusion of any material that would normally be considered suitable. Contracts must be awarded on the basis of the lowest bid acceptable material.

Positive efforts shall be made to utilize small business and minority-owned business sources. Such efforts should allow these sources the maximum feasible opportunity to compete for contracts and be performed utilizing grant funds. Applicants shall, when submitting contract documents, provide RUS with a written statement or other evidence of the steps taken to comply with this requirement.

The borrower is the responsible authority, without recourse to the RUS, regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurement entered into, in support of a loan or grant. This includes but is not limited to: disputes, claims, protests of awards, source evaluation or other matters of a contractual nature. Matters concerning violation of laws are to be referred to such local, State, or Federal authority as may have proper jurisdiction.

10. Operating Budget

The water system budget must be adopted by the applicant after approval by RUS. Budgeted revenue must be adequate to cover all obligations including debt service, operating and maintenance expense, reserve requirements and any other costs.

11. Compliance and Reporting Documents

Form FmHA 400-4, "Assurance Agreement," and Form FmHA 400-1, "Equal Opportunity Agreement," must be executed and provided for

our file. As appropriate for requesting advances from Federal grantors, you may utilize Form FmHA 440-11, "Estimate of Funds Needed," to show the amount of funds needed during the 30-day period. This form will provide a means of having funds on hand to meet contract costs on a timely manner.

Also, Form FmHA 1910-11, "Application Certification, Federal Collection Policies For Consumer or Commercial Debt," must be executed and provided borrower file.

12. Reserve Requirement

On a monthly basis, you will be required to pay into an interest bearing and protected reserve account an amount equal to 10% of the monthly installment on the RUS loan. Review 1942-A, 1942.17 (i)(2) carefully.

13. Interim Financing

The association should obtain temporary construction financing in accordance with FmHA Instruction 1942-A, Section 1942.17 (n)(3). When interim financing is used, the loan cannot be closed until statements from the contractor, engineer, and attorney are provided to show that they have been paid to date in accordance with their respective contractor and agreements.

14. Closing Instructions

The loan will be closed in accordance with RECD Instructions issued by the Office of the General Counsel, and applicable FmHA National and State Procedures.

15. Graduation Requirement

RUS requires that if at any time it shall appear to the Government that the borrower is able to refinance the amount of the indebtedness then outstanding, in whole or in part, by obtaining a loan for such purposes from responsible cooperative or private credit sources, at reasonable rates and terms for loans for similar purposes and periods of time, the borrower will, upon request of the Government, apply for and accept such loan in sufficient amount to repay the Government and will take all such actions as may be required in connection with such loan.

16. Other Conditions and Requirements

(a) The legal services agreement must be prepared and approved by the RUS before execution by the applicant. Guide 14 may be used for this purpose.

(b) The agreement for engineering services must be prepared and approved by RUS before execution by the Town of Buffalo Gap. Form FmHA 1942-19 will be used. Resident inspection is required in accordance with FmHA Instruction 1942-18 (o) (3). Prior to the preconstruction conference the engineer will submit a resume of the qualifications of the resident inspector to the owner and to the RECD.

(c) Attached is a copy of Form FmHA 1942-31, "Association Water System Grant Agreement," for your review. You will be required to execute a completed form at the time of grant closing.

(d) A bid opening will not be authorized by your Board until the transcript of the bond proceedings has been delivered to RUS for use in processing closing instructions. You will instruct your engineers and attorney to coordinate their efforts to obtain RUS approval before setting a bid opening date.

17. Project Sign

Both a temporary construction sign and a permanent project sign are required. Details for the construction sign are included in FmHA Instruction 1942-A, Guide 18, South Dakota Attachment 1, that will be furnished to you at loan closing. In addition, you need to provide a permanent project sign. This sign may be of any shape but should be prominently located at the project site. The sign and its supports must be constructed of weather durable material. As a minimum the sign should contain the project name and the statement:

"Financed by: Rural Economic & Community Development/  
Rural Utilities Service  
An Equal Opportunity Lender."

Other information deemed pertinent by you and your engineer/architect may be included.

18. Section 504 of the Rehabilitation Act of 1973

Under Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), no handicapped individual in the United States shall, solely by reason of their handicap, be excluded from

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participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving RECD financial assistance.

19. Any pipelines crossing wetlands or floodplains must be designed so as to not impede stream flow or otherwise destroy the natural values and functions of these resources.

20. You have the option of participating in the preauthorized debit (PAD) payment process. It will allow for your payment to be electronically debited from your account on the day your payment is due.

Sincerely,



Eugene L. McCue  
RURAL DEVELOPMENT MANAGER

cc: State Director, Huron, SD

**ASSURANCE AGREEMENT**  
(Under Title VI, Civil Rights Act of 1964)

The Town of Buffalo Gap

(name of recipient)

PO Box 37, Buffalo Gap, South Dakota 57722

(address)

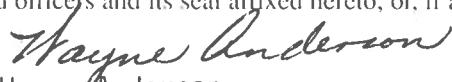
("Recipient" herein) hereby assures the U. S. Department of Agriculture that Recipient is in compliance with and will continue to comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d et. seq.), 7 CFR Part 15, and Farmers Home Administration regulations promulgated thereunder, 7 C.F.R. §1901.202. In accordance with that Act and the regulations referred to above, Recipient agrees that in connection with any program or activity for which Recipient receives Federal financial assistance (as such term is defined in 7 C.F.R. §14.2) no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination.

1. Recipient agrees that any transfer of any aided facility, other than personal property, by sale, lease or other conveyance of contract, shall be, and shall be made expressly, subject to the obligations of this agreement and transferee's assumption thereof.
2. Recipient shall:
  - (a) Keep such records and submit to the Government such timely, complete, and accurate information as the Government may determine to be necessary to ascertain our/my compliance with this agreement and the regulations.
  - (b) Permit access by authorized employees of the Farmers Home Administration or the U.S. Department of Agriculture during normal business hours to such books, records, accounts and other sources of information and its facilities as may be pertinent to ascertaining such compliance.
  - (c) Make available to users, participants, beneficiaries and other interested persons such information regarding the provisions of this agreement and the regulations, and in such manner as the Farmers Home Administration or the U.S. Department of Agriculture finds necessary to inform such persons of the protection assured them against discrimination.
3. The obligations of this agreement shall continue:
  - (a) As to any real property, including any structure, acquired or improved with the aid of the Federal financial assistance, so long as such real property is used for the purpose for which the Federal financial assistance is made or for another purpose which affords similar services or benefits, or for as long as the Recipient retains ownership or possession of the property, whichever is longer.
  - (b) As to any personal property acquired or improved with the aid of the Federal financial assistance, so long as Recipient retains ownership or possession of the property.
  - (c) As to any other aided facility or activity, until the last advance of funds under the loan or grant has been made.
4. Upon any breach or violation of this agreement the Government may, at its option:
  - (a) Terminate or refuse to render or continue financial assistance for the aid of the property, facility, project, service or activity.
  - (b) Enforce this agreement by suit for specific performance or by any other available remedy under the laws of the United States or the State in which the breach or violation occurs.

Rights and remedies provided for under this agreement shall be cumulative.

In witness whereof, the Town of Buffalo Gap on this  
(name of recipient)

date has caused this agreement to be executed by its duly authorized officers and its seal affixed hereto, or, if a natural person, has hereunto executed this agreement.

  
Wayne Anderson

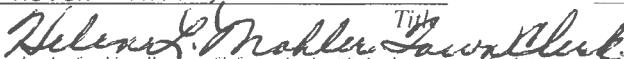
Recipient

(S E A L)

October 2, 1995

Date

Attest: Helen Mohler, Town Clerk

  
Helen Mohler  
Town Clerk

Town Board President

Title

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Agriculture, Clearance Officer, OIRM, AG Box 7630, Washington, D.C. 20250; and to the Office of Management and Budget, Paperwork Reduction Project, (OMB No. 0575-0018), Washington, D.C. 20503. Please DO NOT RETURN this form to either of these addresses. Forward to FmHA only.