

BUFFALO GAP BOARD OF TRUSTEES
PROPOSED REGULAR MEETING AGENDA NOVEMBER 3, 2025 6:00 PM
OLD BANK - BUFFALO GAP

MR. RAY HUSSEY - TRUSTEE, MRS. CHRISTINE WELLS - PRESIDENT, MR.
TRAVIS LASSETER - TRUSTEE, MRS. NICOLE GUERRIERI - 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 November 3, 2025 Agenda.
6. Approval of October 6, 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. Park Yard Hydrant Install
 - d. SCADA System Monitoring Device Installation/New Flow Meter
9. Road and Street/Grounds and Mowing.
 - a. Mowing
 - b. Road Maintenance
 - c. Equipment Maintenance
10. Building Maintenance.
11. Animal Control
 - a. 2013-002 Town of Buffalo Gap Dog Ordinance
12. Community Center Committee.
 - a. Upcoming Events
13. Park Committee
 - a. Update on 2025 Projects
14. Board of Trustees.
 - a. Mail Call/Complaints/Issues to Address
 - b. Notice of Meeting Events
 - c. Open House Event

OLD BUSINESS

15. Proposal to Open 1st, Cedar, and Popular Streets
 - a. Engineering Survey Pending
 - b. Utility Survey Pending
16. Update and Organize all Town Ordinances.
 - a. Resolution 81 & 94
17. Water Construction Phase 2.
18. Water Outage Communications Plan.
20. Windcross Conservancy Use of Town Acreage.
21. ORDINANCE 2025-XX - ADMINISTER WATER AND SANITATION SERVICES - First Reading
22. RESOLUTION 2025-07 - WATER RATES - First Reading

NEW BUSINESS

23. Renew Liquor Licenses:
 - a. Waterhole 109 Main St – one package (off-sale) liquor, on retail (on-sale) liquor
 - b. Hole in the Wall 110 N 2nd Ave – one retail (on sale) liquor
 - c. Last Chance Saloon 102 Main St – one package (off-sale) liquor, one retail (on-sale) liquor

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

24. Personnel

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 December 8, 2025 at Old Bank.

LEASE AGREEMENT

THIS LEASE, made the day and year hereafter written, by and between,

THE TOWN OF BUFFALO GAP, a South Dakota municipality, hereafter called the Lessor, and WINDCROSS CONSERVANCY, INC., a nonprofit corporation in good standing organized under the laws of South Dakota, hereinafter called the Lessee:

1. LEASED PREMISES

The Lessor, subject to the terms and conditions contained herein, hereby grants to the Lessee an exclusive lease for the property owned by the Town of Buffalo Gap known as the Buffalo Gap Rodeo Grounds (the "Property"), including all buildings and appurtenances thereto.

The legal description of the Property is as follows:

Partial ID: 011483, All of blocks 22-23 and 80 feet of vacated street.

2. TERM

The term of this Agreement shall be from the date hereof for the term of five (5) additional years, and may be extended under terms and conditions as may be provided by mutual Agreement of the parties hereto, unless terminated as hereinafter provided. This lease shall be in effect inclusive from the date executed through the **year twenty-thirty (2030)**.

3. PURPOSE

Lessee covenants and agrees so long as this Agreement remains in force to continually use and occupy the leased premises for public and non-profit purposes on the terms and conditions established by the Lessee.

4. POSSESSION

The Lessor and the Lessee agree that the Lessee shall have peaceful possession of the property. Lessor and Lessor's agents shall have the right to enter the Property without permission to inspect the property, to protect the Property from waste and damage, to protect the safety of the public and for any emergency purposes.

5. RENT

Lessor shall pay a nominal rental fee of **\$500.00 for 5 years**.

6. UTILITIES

Lessee shall be responsible for payment of all utilities including but not limited to electricity, propane/gas, water services and garbage service.

7. ACCEPTANCE OF LEASED PREMISES

The taking of possession of the Property by Lessee shall constitute acceptance of the Property in its existing condition, and Lessor shall have no further obligation or responsibility with respect to the design, construction, decorating, modification alteration or repair of the leased premises.

8. MAINTENANCE AND REPAIR

Lessee shall, at its own expense, during the term of this Agreement or any extension thereof, keep all parts and portions of the Property in good order and repair, including repair of damage resulting in ordinary wear and tear as well as damage to the Property resulting from any cause whatsoever including but not limited to loss by fire, tornado, or other casualty and elements. The Property shall be returned to the Lessor in at least as good condition as it was delivered.

9. ALTERATIONS AND IMPROVEMENTS

It is understood and agreed that all alterations, additions and improvements by the Lessee shall be at the Lessee's expense. All Alterations, additions or improvements shall be the property of the Lessor and shall remain upon and be surrendered with the leased premises as part thereof at the termination of the lease agreements without disturbance or injury.

Nonpermanent additions remain the property of the Lessee and shall remain with the Lessee upon termination of the agreement. As to any alteration, additions, or improvements, Lessee agrees to pay, when due, all bills for labor, services, materials, supplies or equipment furnished to or for the Lessee, and the Lessee shall keep the leased premises free from all liens and rights to liens or claims to liens or mechanics and materialmen for work done or material furnished to The Lessee prior to commencing work. The Lessee further agrees to obtain a lien waiver from any person or company supplying labor or material to the premises.

In the event a lien is placed on the leased premises in violation hereof, Lessee agrees to either pay the lien or have it bonded within thirty (30) days after the filing thereof. Upon termination of this Lease for any reason with or without cause, Lessee shall not be entitled to reimbursement for cost of said alterations, additions or improvements and/or appreciation in value to the Property resulting from said alterations, additions or improvements.

10. LIABILITY INSURANCE

Lessee shall, at all times maintain a policy of Fire and Extended Coverage Liability Insurance upon the Property with policy limits to be no less than one million dollars of aggregate coverage. Further the Lessee shall maintain personal property and liability insurance in a standard tenants' policy during the term hereof, and does hereby release the Lessor from any liability of claim for loss or damage to all personal property and equipment in the event of loss or damage to said Property with policy limits to be no less than one million of liability coverage. Lessee shall provide Lessor a copy of all such insurance policies to the lessor at the time of execution of this Agreement and Lessor shall be named uninsured on all policies.

11. INDEMNIFICATION OF LESSOR

Lessee agrees to indemnify and hold harmless the Lessor from and against all claims whatsoever brought by either itself, its members or any third parties arising from Lessee's operation of the Properties including claims alleging negligent or willful conduct on the part of the Lessor. This indemnification shall be for all costs, claims, expenses, penalties, liens, liabilities incurred in or incurred in connections with any such claim or proceeding brought thereon and the defense thereof including the reasonable attorney fees associated with any such defense.

12. OBLIGATION TO OBEY ALL LAWS

Lessee agrees to obey all Federal, State and Local laws, statutes and ordinances with respect to the operation of the property.

The Lessee will meet all provisions, requirements and responsibilities for weed and pest control so as not to violate SDCL 38-22 Weed and Pest Control.

13. MISCELLANEOUS REQUIREMENTS

Lessee agrees to install a fence to ensure the Town of Buffalo Gap Employees have access to the water pump house with completion date June 2026. The town reserves the right to install a fence and cost of the installation of the fence will be billed to the Lessee.

Lessee shall, at Lessee's sole expense, keep the leased premises free of noxious weeds and declared pests (including prairie dogs) in full compliance with SDCL Chapter 38-22 and all county notices. Lessee shall reimburse Lessor for any costs, liens, or taxes assessed against the property due to non-compliance. Lessee grants access to county officials for inspections.

Lessee agrees at all times relevant hereto it shall be organized as a non-profit corporation under the laws of South Dakota, and at all times relevant hereto it shall have a minimum of three directors and four officers, who shall be listed in the Lessee's annual corporate report to the Secretary of State of the State of South Dakota.

Lessee agrees that at all time relevant thereto during the term of this Agreement, Lessee shall maintain the federal tax status of a non-profit tax-exempt organization pursuant to the 501(c) 3 of the Internal Revenue Code and that the Lessee shall provide the Town of Buffalo Gap a letter from the Internal Revenue Service confirming the 501(c)(3) status.

Lessee agrees that at all times relevant hereto it shall maintain policies of insurance required by this Agreement with the Town of Buffalo Gap to be included as a named insured.

Lessee agrees that at all times relevant hereto, Lessee shall not commit waste upon the Property, and the Lessee at all times shall maintain the Property in good repair, at least as good as its condition it was received.

Lessee agrees that at all times relevant hereto Lessee shall follow the rules and regulations for non-profit organizations set forth by the Internal Revenue Service regarding non-discrimination and conflicts of interest.

14. SUCCESSORS AND ASSIGNS

The terms, covenants and conditions of this Agreement shall not be assignable by the Lessee unless such assignment is expressly agreed by the Lessor in writing.

15. WARRANTIES AND REPRESENTATIONS

The Lessor warrants and represents that Christine Wells is the President of the Town Board for the Town of Buffalo Gap, Custer County, South Dakota and that Christine Wells, as President, is authorized by resolution to execute this document on behalf of the Town of Buffalo Gap.

The Lessor warrants and represents that the Town Board for the Town of Buffalo Gap has, at an open regular meeting of the Town Board for the Town of Buffalo Gap, passed a resolution authorizing the Town of Buffalo Gap to enter into this Lease Agreement and that at least twenty (20) days have passed since the Town of Buffalo Gap passed said resolution.

Lessee warrants and represents that the Board of Directors of Windcross Conservancy, Inc. has resolved to enter into this lease agreement and that nothing in this lease agreement violates any articles of Incorporation, Bylaw or Resolution of Windcross Conservancy, Inc.

Lessee warrants that Lucia R. Roda, is the President of the Board of Directors for Windcross Conservancy, Inc. and that Lucia R. Roda is authorized to execute this lease agreement on behalf of Windcross Conservancy, Inc.

16. BREACH OF AGREEMENT AND TERMINATION

It is mutually understood and agreed upon that the Lessor shall be entitled to terminate this Agreement for cause in the event that the Lessee shall violate any term or condition of this Agreement provided, however, the Lessor shall provide written notice advising Lessee of the nature of such violation or default and in the event that Lessee shall not have corrected any such violation of this Agreement within thirty (30) days of the mailing of this notice, then this Agreement shall immediately cease, all rights herein shall immediately revert to the Lessor, and the Lessor may re-enter possession of same.

17. REFERENDUM FOR VOTE TO APPROVE LEASE AGREEMENT

It is mutually understood in the event that a petition referring the action of the Town Council of The Town of Buffalo Gap to a vote for approval, then this Lease Agreement shall not take effect until such time as the voters of The Town of Buffalo Gap have approved said action of the Town Council at a special election pursuant to the laws of the State of South Dakota or that the petition is said to be invalid. It is also understood that said referendum does not affect the current leased period of the Lessee.

Witnessed this _____ day of _____(month), _____(year).

LESSOR
TOWN OF BUFFALO GAP

BY:
Christine Wells
President Board of Trustees

ATTEST:

Nicole Guerrieri
Finance Officer
Buffalo Gap

(SEAL)

STATE OF SOUTH DAKOTA)
) SS
IN THE COUNTY OF CUSTER)

On this _____ day of _____(month), _____(year) before me the undersigned officer, personally appeared Christine Wells, who acknowledges herself to be president of the Board of Trustees for the Town of Buffalo Gap, a South Dakota municipality and that she as such officer, be authorized to do so executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by herself as President pursuant to the Resolution of the Board of Trustees of the Buffalo Gap, Custer County, State of South Dakota.

Notary Public:

My Commission Expires:

(SEAL)

Notary Public
SOUTH DAKOTA

LESSEE
WINDCROSS CONSERVANCY, INC., a South Dakota nonprofit corporation.

BY: Lucia R. Roda, its President.

STATE OF SOUTH DAKOTA)
) SS
IN THE COUNTY OF CUSTER)

On this _____ day of _____ (month), _____ (year), before me, the undersigned officer, personally appeared Lucia Roda, who acknowledges herself to be president Windcross Conservancy, Inc., a non-profit organization in good standing under the laws of South Dakota, and that she as such officer being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation as herself president.

Notary Public:
My Commission Expires:

(SEAL)

Notary Public
SOUTH DAKOTA

ORDINANCE 2025-XX

AN ORDINANCE ENTITLED, ADMINISTER WATER AND SANITATION 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 - GENERAL PROVISIONS

IMPLIED CONTRACT BETWEEN TOWN, USER, AND PROPERTY OWNER

The rules and regulations in this ordinance provided or as elsewhere set out in this code or future ordinances and resolutions of the governing body shall be considered a part of the contract of every person applying for water and sanitation services from the Town of Buffalo Gap, and every owner of property or dwelling for which such application is made, and every such person by taking water, or by virtue of their ownership of the land for which application is made, shall be considered to express his/her assent to be bound. This ordinance shall supersede all other utility ordinances from the past.

CHAPTER 2 - WATER SERVICE CONNECTION PROVISIONS

WATER DEPARTMENT SUPERVISION AND JOB DESCRIPTION

The Water Department shall be under the supervision of the Town of Buffalo Gap Board of Trustees.

The Water Department shall consist of Maintenance Worker(s) and Operators(s). The water operator(s) shall maintain a current state certification and have passed the State Water Board Exam. They shall be responsible for the management and operation of the water distribution system and sanitation services of the Town of Buffalo Gap. He/she shall read or oversee the reading of meters, conduct all state required water testing, connect and disconnect water services, maintain inventory of trash cans and shall perform such other duties as may be assigned to him/her by the Town of Buffalo Gap Board of Trustees.

The Town of Buffalo Gap is responsible for maintenance and repair of the water distribution system up to the meter pit to include the post and equipment installed above the meter. The applicant or owner of the property is responsible to make repairs from the water service line leading into property. Water damage that has occurred is the responsibility of the applicant or owner.

WATER METERS ARE REQUIRED

Water meter pit equipment, including the post and equipment that is installed above the meter pit, is the property of Town of Buffalo Gap.

All dwellings or places supplied with a water service connection from the Town of Buffalo Gap shall be metered by the Town of Buffalo Gap.

A suitable place for a meter pit, preferably on city right of way and accessible for examination shall be chosen by the Town of Buffalo Gap at the expense of the owner or occupant.

In any case, where the neglect, refusal to repair, or refusal to pay expenses thereof the water service connection may be discontinued until such costs and fees are paid.

If the water pit equipment, including the post and equipment installed above the meter pit is intentionally damaged or harmed by the owner or occupant it shall be repaired at the owner's or occupant's expense.

No person shall tamper with a water meter pit or turn on the supply of water to a service pipe from which the supply has been turned off by the Town of Buffalo Gap for any reason. Anyone violating this provision shall be guilty of a violation and upon conviction thereof by a court of competent jurisdiction shall pay a minimum fine in the amount of five hundred dollars (\$500.00), to the Town of Buffalo Gap in addition to the cost of the Town of Buffalo Gap attorney and court fees.

The property owner shall be responsible for payment of all water bills incurred on the property whether incurred by property owner, tenant, or any other person with or without the permission of the property owner.

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) In situations where there are more than one residential or commercial dwelling that has a shared water meter pit, the owner or applicant of the property shall be required to pay two (2) water rate minimums per month.

b) Upon the sale or transfer of the property that has a shared water meter pit, water services will not be granted until the property is in compliance with this ordinance.

c) Where shared water meter pits are the only acceptable solution the owner or applicant of the property shall be required to pay two (2) water rate minimums per month.

Meters shall be read on the last day of each month.

EMERGENCY WATER LIMITATIONS

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 of Trustees; no street, lawn, or garden sprinkling shall be done during a fire. The Board of Trustees may limit or prohibit temporarily the use of town water for any purpose, except domestic purposes within the consumer's dwelling, during an emergency. This emergency water limitations section does not apply to the use of privately owned water wells.

APPLICATION FOR WATER SERVICE CONNECTION

a) Where there is an existing meter pit (s), a written application for water service connection(s) shall be made to the Town Finance Officer by the new applicant or owner of the property along with a security deposit and new service connection fee. The deposit shall to be paid by check or money order from the person responsible for the water bill. 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 water deposit may be refunded. The applicant shall be required to request the refund of the water deposit in writing to the Finance Officer for the Board of Trustees approval.

c) All applicants that do not currently hold a security deposit, shall continue to receive water connection services, but in all other respects shall comply fully with the requirements of this ordinance.

d) If an applicant moves to a new location within the Town of Buffalo Gap, a new application shall be completed however, a security deposit shall not be charged if the applicant has maintained at least twelve (12) consecutive monthly payments without a late fee. A new water service connection fee as stated in the water rates resolution shall be charged applicable to the new location.

e) The Town of Buffalo Gap does not accept credit letters from previous utilities.

f) Applicants or owners who rent/lease or subdivide a property shall be responsible for water discharged on said premises.

The town may decline 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 residential or commercial dwelling does not fully meet town ordinances and any other lawful standards.

APPLICATION FOR NEW OR ADDITIONAL WATER METER PIT

a) A written application for a new or additional water meter pit(s) shall be made to the Finance Officer by the applicant or owner of the property along with a new meter pit and connection fee and security deposit as established by resolution.

b) The application shall provide the legal description of the property and the nature of the water use.

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

d) No application for a water meter pit(s) shall be approved to connect one water meter pit to more than one residential or commercial dwelling. One meter pit shall be provided at the applicant or owner expense per residence or commercial property to include, but not limited to; each apartment in a multifamily dwelling, each mobile home in a mobile home park facility, and each hotel or motel facility.

e) No application for a meter pit (s) shall be approved until the applicant's or owner's past water accounts are paid in full.

WATER SERVICE CONNECTION FEES

All residential or commercial property owners that have access to a water service connection to the Town of Buffalo Gap water distribution system are required to pay applicable fees and surcharges regardless of water usage.

a) All applicants, to include owners of rental or leased property, whether residential or commercial are hereby held responsible for payment of all water discharged on the property to include sanitation fees and surcharges as stated in applicable resolutions.

b) All applicants shall pay a late fee if the payment is received after the due date which is the first (1st) day of the month following the billing period. Any payment after the due date is considered delinquent and late fees will be applied.

c) An owner of rental or leased property, whether residential or commercial are responsible for payment of any delinquent water charges, which are not promptly paid by the owner's tenant(s).

d) Any applicant unable to fully pay the water bill may make a timely written request to the Financial Officer to have any bill or bills set up on a written and signed

payment arrangement plan of a specified amount per week or month. As long as the applicant abides by the written payment plan, the Town of Buffalo Gap shall not consider termination of service. Any violation of the written payment plan shall subject the applicant to immediate termination of the water service connection.

1) The Finance Officer reserves the right to deny a request for any reason. In the event of a denial, the applicant has the right to appeal in writing to the Board of Trustees. The appeal shall be heard in the next regular meeting or special meeting of the Board of Trustees during an executive session to protect the privacy of the applicant.

2) If water service connection is terminated due to nonpayment, the Town of Buffalo Gap shall restore the water service only after the account and fees are paid in full to the Finance Officer.

a) If after six (6) months non-payment of water fees has occurred, a lien shall be taken against the property in Custer County.

b) All applicants shall pay a fee for any returned checks as established in the water rates resolution.

e) 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.

All water service connection and sanitation fees are stated in the water rate resolution which shall be reviewed annually by December and updated by resolution by the Board of Trustees.

STANDBY WATER SERVICE CONNECTION RATES

The applicant can provide a written request to the Finance Officer for the water service connection to the property to be temporarily disconnected for standby or vacation purposes. The following criteria must be met in order to temporarily disconnect the water service connection.

a) The property shall be vacant for more than 30 days.

b) A disconnection fee will be charged as established in the water rates resolution.

c) A standby fee, including sanitation fees and surcharges as established by resolution shall be paid.

d) The water department shall continue to read the meter monthly and any amount of water discharged shall be charged to the customer's account. In the event

water is discharged during the standby or vacation period the property is no longer considered temporarily disconnected and water service connection fees to include monthly maintenance fees will resume.

e) During the time the property is temporarily disconnected, the Town of Buffalo Gap is not liable for any frozen water lines or water breaks from the meter pit to the residence.

f) The customer is held responsible to notify the Finance Officer of their return in order to have the water service connection resumed.

CHANGE OF OCCUPANCY

Applicants or owners of residential or commercial property are required to notify the Finance Officer of an occupancy change. A written request must be given to the Finance Officer in order for the change to take effect.

a) All water service connection rates, sanitation and surcharges shall be charged and billed until such notice is given as stated above. Billing stops at the next billing period following the notification.

b) Owners of rental properties must give notice of change of tenants where the utilities are being billed to the tenant or applicant.

c) Upon the notification of a change of occupancy the applicant shall be entitled to a refund of the security deposit once the water bill is paid in full and no late fees have been charged during the time of service.

d) A water deposit and service connection fee is required from the new applicant.

e) 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.

f) A new service connection and disconnect fee shall be charged each time the Town of Buffalo Gap is required to turn off or on utility services, including transfer of service.

g) If the Town of Buffalo Gap becomes aware of the change in occupancy before the proper notification is given to the Financial Officer. The Town of Buffalo Gap reserves the right to immediately disconnect the water service connection provided to the residential or commercial property being served.

CHAPTER 2- SANITATION SERVICES

All applicants shall 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 by the Board of Trustees.

a) Any and all applicants to whom water service connection is furnished by the Town of Buffalo Gap shall be charged for sanitation.

b) All applicants shall pay a monthly sanitation fee, set by resolution of the Board of Trustees. The monthly fee shall be charged regardless of use of service.

c) Where a property does not have a residential or commercial dwelling or building sanitation fees will not be charged.

d) Sanitation fees shall be billed and be due and payable simultaneously with monthly water bills.

e) Sanitation fees are determined by the Board of Trustees and rate changes shall be established by resolution from time to time as needed.

NOW BE IT ORDAINED that any ordinances or parts thereof in conflict with this ordinance are hereby repealed. Should any section or part of this ordinance be determined to be invalid, the same shall not invalidate the remaining section(s) of this Ordinance. This Ordinance shall be effective upon passage and publication hereof, as it is necessary for the support of the municipal government and its existing public institutions.

NOW THEREFORE, BE IT ORDAINED that this ordinance to administer water service is hereby approved this 3th day of November 2025.

APPROVED:

Buffalo Gap Town Board President

Vote:

Trustee Ray Hussey - aye/nay

Trustee Christine Wells - aye/nay

Trustee Travis Lasseter - aye/nay

First Reading Date: November 3, 2025

Second Reading: _____

First Published Date: _____

Second Publishing Date: _____

Posted: _____

ATTEST:

Nicole Guerrieri, Finance Officer, Town of Buffalo Gap

(SEAL)

RESOLUTION 2025-07

PUBLICATION OF WATER RATES

WHEREAS, the Board of Trustees for the Town of Buffalo Gap, County of Custer, South Dakota resolves to provide a listing of deposits and fees for the Town of Buffalo Gap Water Connection Services in accordance with Ordinance 2025-05, for the period commencing January 1, 2026;

AND WHEREAS, an Ordinance to Administer Water and Sanitation Services in the Town of Buffalo Gap requires the Board of Trustees to review water rates annually;

AND WHEREAS, Resolution 2019-01, Resolution of the Town of Buffalo Gap to Adjust Water Rates is hereby repealed;

AND WHEREAS, water system deposits and fees detailed herein shall be as follows;

| | |
|----------------------------------|---|
| SECURITY DEPOSIT | \$ 100.00 |
| NEW SERVICE CONNECTION FEE | \$ 25.00 |
| NEW METER PIT AND CONNECTION FEE | ACTUAL COST OF LABOR, SUPPLIES, MATERIALS & EQUIPMENT |
| DISCONNECT FEE | \$ 25.00 |
| MONTHLY MAINTENANCE FEE | \$ 30.00 PER PIT |
| STANDBY FEE | \$ 15.00 PER MONTH |
| MINIMUM MONTHLY WATER USE FEE | \$ 9.00 UP TO 3,000 GAL PER PIT |
| ADDITIONAL MONTHLY WATER USE FEE | \$ 3.00 PER 1,000 GAL PER PIT |
| LATE FEE | \$ 15.00 |
| RETURNED CHECK FEE | \$ 40.00 |
| SANITATION FEE | \$ 22.00 PER TRASH CAN |

NOW THEREFORE, BE IT RESOLVED that these deposits and fees are hereby approved this 3rd day of November 2025.

Town of Buffalo Gap Board President

Vote:

Trustee Ray Hussey - aye/nay

Trustee Christine Wells - aye/nay

Trustee Travis Lasseter - aye/nay

First Reading: November 3, 2025

Published: _____

Posted: _____

ATTEST:

Nicole Guerrieri, Finance Officer, Town of Buffalo Gap

(SEAL)

ORDINANCE #2018-__02__

TOWN OF BUFFALO GAP UTILITY ORDINANCE

BE IT ORDAINED BY THE TOWN OF BUFFALO GAP, COUNTY OF CUSTER, STATE OF SOUTH DAKOTA

CHAPTER 1 – WATER PROVISIONS

WATER DEPARTMENT SUPERVISION AND JOB DESCRIPTION

The Water Department shall be under the supervision of the Town Council of Buffalo Gap.

The Water Department shall consist of Maintenance Worker(s) and operator(s). The water operator(s) shall maintain a current state certification and have passed State Water Board Exam. They shall be responsible for the management and operation of the water and wells of the Town of Buffalo Gap. He (she) shall read or supervise the reading of meters, over-see all state required testing, connecting and disconnecting water service, and shall perform such other duties as may be assigned to him by the Town Council. Meters shall be read by the 5th of each month.

EMERGENCY WATER LIMITATIONS

The use of city 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 Town Council; no sprinkling shall be done during a fire. The Town Council may limit or prohibit temporarily the use of the city water for any purpose, except domestic purposes within the consumer's dwelling, during an emergency. This emergency water limitations section does not apply to the use of privately owned water wells.

APPLICATION FOR WATER SERVICE

- a) Written application for utility service shall be made to the City Finance Office by the owner or tenant of the property with a one hundred dollar (\$100.00) security deposit and a twenty-five dollar (\$25.00) connection fee, as established by resolution. The deposit is to be made by the person responsible for the utility bill. Said security deposit must be paid in full to the Finance Officer prior to any utility service being connected and/or turned on. Such deposit shall be recorded by the Finance Officer and a receipt issued to the applicant.
- b) Upon discontinuance of the service, the applicant shall be entitled to a refund of such deposit once the utility account is paid in full.

- c) After twelve (12) consecutive monthly payments without a delinquency notice, deposit will be refunded. A new security deposit will be charged to the customer's account if customer has received a minimum of three (3) late fees within one (1) year after having the previous deposit returned.
- d) All city utility customers that do not currently hold a security deposit, shall continue to receive utility services, but in all other respects will comply fully with the requirements of this ordinance. A security deposit of one hundred dollars (\$100.00) will be charged to the customer's account if customer receives a minimum of three (3) late fees within one (1) year.
- e) The Town of Buffalo Gap does not accept credit letters from previous utilities.
- f) If a current utility customer moves to a new location within Town of Buffalo Gap water utilities, a new deposit will not be charged if the customer has maintained at least a year of credit history. A new connection fee of twenty-five dollars (\$25) will be charged.

UNAVAILABILITY OF SERVICE

The city may decline utility service to any person if:

- a) The applicant fails to provide all application information;
- 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 utility service to the proposed premises does not fully meet all Town and other lawful standards; or
- e) The premises have an unpaid prior bill from the same or former occupant.

TAP AND CONNECTION

Where there is no existing tap to the city water mains, or an additional or different tap is to be made, application shall be made in writing to the Town Financial Officer by the owner or agent of the property to be served.

The application shall designate the legal description of the property, the nature of the water use and if residential use, specify the number of families or residences to be served thereby, and shall be accompanied by a fee of one-thousand three hundred dollars (\$1,300.00).

No person shall be permitted connection to the water system until all past water accounts are fully paid.

WATER METERS ARE REQUIRED

All meter pit equipment is property of Town of Buffalo Gap.

All dwellings or places supplied with water from the Town system shall be metered by the Town.

A suitable place for meter pit, preferably on city right of way and accessible for examination shall be chosen by the Town of Buffalo Gap at the expense of the owner or occupant. In any case where the neglect, refusal to repair, or refusal to pay expenses thereof the water supply may be turned off and not turned on until such costs and a fee are paid. If pit or post is harmed they shall be repaired at the owner's expense.

No person shall tamper with a meter or turn on the supply of water to a service pipe from which the supply has been turned off by the Town on account of the nonpayment of a water bill or for any other reason. Anyone violating this provision shall be guilty of a violation and upon conviction thereof by a court of competent jurisdiction shall pay a minimum fine in the amount of two hundred dollars (\$200.00) which does not include reimbursement or restitution. (SDCL § 9-19-3)

The property owner shall be responsible for payment of all water bills incurred on his property whether incurred by property owner, tenant, or any other person with or without the permission of the property owner.

NOTICE OF DISCONTINUANCE REQUIRED

- a) Owners or consumers desiring to discontinue the use of the Town Utility Services shall be required to give notice thereof to the Town Financial Officer, and regular rates shall be charged and billed until such notice is given.
- b) Owners and/or tenants of rental properties must give notice of change of tenants if the utilities are being billed to the tenant.
- c) A disconnection and reconnection is required between tenants and/or owners in order to secure a customer deposit with the Town Financial Officer and to ensure all accounts are paid in full.
- d) A disconnection fee of twenty-five dollars (\$25.00) and/or reconnection fee of twenty-five dollars (\$25.00) will be charged each time the Town is required to turn off or on utility services, including transfer of service.
- e) If the Town becomes aware of the change in occupancy before the proper notification is given to the Financial Officer; the Town reserves the right to immediately disconnect Town Utility Services provided to the place of business and/or residency being serviced.

TERMINATION OF SERVICES

The Town shall have the right to terminate utility service to any customer or refuse reconnection to any customer for any of the following reasons:

- a) Discovery by the Town of material misinformation in the customer's original application for services that may prejudice the Town in continuing service to the customer;
- b) Nonpayment of any utility bill for more than three (3) billing periods or for more than one hundred fifty dollars (\$150.00);
- c) Deterioration of the service system to the customer's premises to such an extent that water would be wasted or leaking if service continues;
- d) Harm the meter pit or remote reader without contacting town, or failure to reimburse town for repairs of any meter and/or meter equipment, including pit and remote reader;
- e) Tampering with the water meter or any part of the system;
- f) Reselling or diverting any utility service without proper approval therefore; or
- g) Vacancy of the premises.

LANDLORDS RESPONSIBILITIES FOR TOWN UTILITIES

An owner of rental property, whether commercial or residential, is hereby held responsible for payment of any delinquent water charges, which are not promptly paid by the owner's tenant or tenants.

This applies to all rental property, whether commercial; single family residential, apartment complexes, mobile home courts, or other rental property. The owner shall be furnished with a copy of the notice of delinquency that is served upon the tenant.

MORE THAN ONE CUSTOMER FROM ONE SERVICE

Owners who lease or subdivide shall be responsible for water used in said premises. If more than one meter is placed on a service pipe, the meters shall be set so that no one of them shall measure water which has passed through another meter.

In those situations where both residential and commercial activities are taking place on the same water hookup that then, and in that event the owner or user of said property shall be required to pay two (2) water minimums. (One for the residential use and one for the commercial use) And further, where more than one commercial enterprise is operating off of

the same water meter, but have separate facilities, the owner or user of said property shall be required to pay two (2) water minimums.

WATER RATES

- a) For the purposes of this section, “users of water” shall mean the owner or occupant of each individual residential or commercial premise, including, but not limited to, the owner or occupant of each apartment in a multiple family dwelling, each mobile home in a mobile home park and hotel and motel facilities.
- b) All users of water within the Town of Buffalo Gap shall pay to the Town of Buffalo Gap for water used by them as follows:
 - 1) A monthly maintenance fee of twenty-five dollars (\$25.00) per water pit.
 - 2) A minimum of nine dollars (\$9.00) which entitles the user to 3,000 gallons of water per month.
 - 3) All water used over 3,000 gallons per month shall be paid for at a rate of three dollars (\$3.00) per additional 1,000 gallons of water used or fraction thereof.
- c) All non-water users with meters servicing within the Town of Buffalo Gap shall pay to the Town of Buffalo Gap the following:
 - 1) A monthly maintenance fee of twenty-five dollars (\$25.00) per water pit; and
 - 2) The minimum of nine-dollar (\$9.00) fee set forth in (b)(2) above; however, the nine dollar (9.00) fee may be suspended by a signed contract between the user and the Buffalo Gap Financial Officer setting forth an agreement that the user may not use any city water for a minimum period of three (3) months.
- d) All users/non-users shall pay a late fee of ten dollars (\$10.00) if payment is received after the fifth (5th) day of the next month.
 - 1) Any payment after that time is considered delinquent. The Financial officer will send a water bill stating: a) the total amount due plus the late fee; b) the date by which to pay the utility bill or the utility service will be disconnected; and c) notification that a written financial hardship request may be made to the Financial Officer any time prior to the disconnection date.
 - 2) Any person unable to fully pay any utility bill, on account of financial or economic hardship may make a timely, written request to the Financial Officer to have any bill or bills or part thereof set up on a written and signed payment arrangement plan of so much per week or month as the Financial Officer shall allow. So long as the applicant abides by the written payment plan, The Town shall not consider termination of service. Any violation of the

written payment plan shall subject the users/non-users to immediate disconnection.

- 3) The Financial Officer's denial of a request for a financial or economic hardship may be appealed in writing to the Town Board within five (5) business days or any hearing before the Town Board will be deemed irrevocably waived. The Town Board shall hear the appeal at the next regular or special meeting of the Town Board. The hearing shall be informal; however, allowing each side sufficient time to present evidence. A decision may be made by Motion or Resolution.
- 4) If water service is terminated (disconnected), the Town will restore the water service only after the account and fees are paid in full to the Financial Officer.
- e) If after six (6) months non-payment of water fees has occurred, a lien shall be taken out against the property in Custer County.
- f) All users/non-users shall pay a fee of forty dollars (\$40.00) for any returned checks.

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.

Water rates shall be reviewed annually and changed by resolution from time to time as needed by the Town Council.

SLEEP/VACATION WATER RATES

- a) Requirements include a minimum of three (3) months absence from the household.
- b) A disconnection/reconnection fee of twenty-five dollars (\$25.00) each must be paid.
- c) A monthly maintenance fee of twenty-five dollars (\$25.00) shall be paid.
- d) The water department will continue to read the meter monthly and any water consumed over the 3,000 gallon minimum will be charged to the customer's account.
- e) During this time, the Town is not liable for any frozen water lines or water breaks from the meter pit to the residence.
- f) The customer is held responsible to notify the Financial Officer of their return in order to have regular water fees resumed.

CHAPTER 2 – SANITATION

SANITATION

All property owners shall be given a container for trash. Additional trash containers may be available, depending on supply, for an additional monthly fee that will be set by resolution of the Town Board.

Any and all persons to whom water service is furnished by the City will be charged for garbage

collection.

All property owners shall pay a monthly fee, set by resolution of the Town Board; however, the monthly fee may not be less than twenty dollars (\$20.00). The monthly fee shall be charged regardless of users use of service.

Sanitation charges shall be billed and be due and payable simultaneously with monthly water bills.

Monthly fees are determined by the Town Council of Buffalo Gap and rate changes shall be done by resolution from time to time as needed.

CHAPTER 3 – GENERAL PROVISIONS

IMPLIED CONTRACT BETWEEN TOWN, USER, AND PROPERTY OWNER

The rules, regulations and water and sanitation rates in this ordinance provided or as elsewhere set out in this code or future ordinances and resolutions of the governing body shall be considered a part of the contract of every person applying for water and sanitation service from the Town of Buffalo Gap, and every owner of property for which such application is made, and every such person by taking water, or by virtue of their ownership of the land for which application is made, shall be considered to express his assent to be bound. This ordinance shall supersede all other utility ordinances from the past.

CUMULATIVE EFFECT OF ORDINANCE

The provisions of this ordinance shall be cumulative to other ordinances not in conflict with it and shall not operate to repeal any such other ordinances.

REPEAL OF CONFLICTING ORDINANCES

All ordinances and parts of ordinances in conflict with this ordinance are repealed.

SEVERABILITY OF INVALID PROVISIONS

If any provision of this ordinance shall be held invalid, its invalidity shall not affect any other provision of this ordinance that can be given effect without the invalid provision, and for this purpose the provisions of this ordinance are declared to be severable.

Dated at Buffalo Gap, Custer County, South Dakota this day of , 2018.

APPROVED:

Trustee

Trustee

Trustee

ATTEST:

Heather J. Besco
Financial Officer
Town of Buffalo Gap

(SEAL)

| | Check | Cleared | | | TOTAL |
|--------------|--------|---------|------------------------------|---|-----------------|
| DATE | Number | Bank | Name | Description | ALL FUNDS |
| 11/3/2025 | 10694 | | Cheyenne Sanitation | Trash Service for Town | 2571.08 |
| 11/3/2025 | 10695 | | Nikki Guerrieri | Reimbursement for Hydralic Fluid | 218.97 |
| | 10695 | | | Reimbursement for Wire Mesh for water tank | 188.93 |
| 11/3/2025 | 10696 | | Christine Wells | Reimbursement for Gravel | 22.53 |
| 11/3/2025 | 10697 | | Christine Wells | Reimbursement for new water computer, Access, Microsoft office, and support | 893.92 |
| 11/3/2025 | 10698 | | Tammy White | Reimbursement for Painting Supplies for Park | 235.14 |
| 11/3/2025 | 10699 | | Ray Hussey | Board Member Payroll | 55.41 |
| 11/3/2025 | 10700 | | Christine Wells | Board Member Payroll | 55.41 |
| 11/3/2025 | 10701 | | Nicole Guerrieri | Monthly Payroll | 1098.96 |
| 11/3/2025 | 10702 | | Christine Wells | Monthly Payroll | 92.35 |
| 11/3/2025 | 10703 | | Todd Heck | Monthly Payroll | 106.67 |
| 11/3/2025 | 10704 | | Todd Heck | Mileage Reimbursement for water | 131.00 |
| 11/3/2025 | 10705 | | Tammy White | Payroll - Highway and Streets | 51.72 |
| 11/3/2025 | 10706 | | Travis Lasseter | Board Member Payroll | 55.41 |
| 11/3/2025 | 10707 | | Steve White | Monthly Payroll | 556.87 |
| | 10707 | | | Mileage Reimbursement to Croell for | 7.34 |
| 11/3/2025 | 10708 | | Croell | Gravel for Town | 69.81 |
| 11/3/2025 | 10709 | | South Dakota 811 | Messages fees for July - September | 8.40 |
| 11/3/2025 | ACH | | US Bank | Quarterly Payment for Drinking Water Loan | 2387.13 |
| 11/3/2025 | 10710 | | Fall River Water Users Dist | Water and Meter fee for town | 248.50 |
| 11/3/2025 | 10711 | | Fall River County Wee & Pest | Mosquito Fogginh | |
| Total | | | | | 9,055.55 |

| GENERAL FUND | | | 433.0 WATER FUND | |
|-----------------------|-----------------------------|-----------------|-----------------------------|-----------------|
| DEPARTMENT | OBJECT (PURPOSE) | AMOUNT | ACCOUNT # | AMOUNT |
| 432.3 Sanitation | 422 Services and Fees | 2,571.08 | | |
| 431 Highway & Streets | 434 Machinery and Equipment | 218.97 | | |
| | | | 425 Repairs and Maintenance | 188.93 |
| 431 Highway & Streets | 426 Supplies and Materials | 22.53 | | |
| | | | 426 Supplies and Materials | 893.92 |
| 452 Parks | 426 Supplies and Materials | 235.14 | | |
| 411 Governing Board | 411 Salaries and Wages | 55.41 | | |
| 411 Governing Board | 411 Salaries and Wages | 55.41 | | |
| 414.2 Finance Officer | 411 Salaries and Wages | 1,098.96 | | |
| 414.2 Finance Officer | 411 Salaries and Wages | 92.35 | | |
| | | | 411 Salaries and Wages | 106.67 |
| | | | 427 Travel and Conference | 131.00 |
| 431 Highway & Streets | 411 Salaries and Wages | 51.72 | | |
| 411 Governing Board | 411 Salaries and Wages | 55.41 | | |
| 431 Highway & Streets | 411 Salaries and Wages | 556.87 | | |
| 431 Highway & Streets | 427 Travel and Conference | 7.34 | | |
| 431 Highway & Streets | 425 Repairs and Maintenance | 69.81 | | |
| 431 Highway & Streets | 422 Services and Fees | 8.40 | | |
| | | | 441 Principal | 2,387.13 |
| | | | 428 Utilities | 248.50 |
| 431 Highway & Streets | 422 Services and Fees | 296.65 | | |
| | | 5,396.05 | | 3,956.15 |

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|------------------------------------|---------------|-------------------------|---------------|------------------------------------|---------------|
| Receipts for October 2025 | | | | | |
| | | | | | |
| | | | | | |
| GENERAL FUND | | COMMUNITY CENTER | | WATER FUND | |
| ACCOUNT # | AMOUNT | ACCOUNT # | AMOUNT | ACCOUNT # | AMOUNT |
| 340 Charges for Goods and Services | 22.00 | | | 381.01 Metered Water Sales | 45.08 |
| 399 Sales Tax Collection | 0.92 | | | | |
| 340 Charges for Goods and Services | (22.00) | | | 381.01 Metered Water Sales | -35.08 |
| 399 Sales Tax Collection | (0.92) | | | | |
| | 120.00 | | | | |
| 361 Investment Earnings | 43.49 | | | | |
| 340 Charges for Goods and Services | 22.00 | | | 381.01 Metered Water Sales | 34.00 |
| 399 Sales Tax Collection | 0.92 | | | | |
| 340 Charges for Goods and Services | 132.00 | | | 381.01 Metered Water Sales | 210.46 |
| 399 Sales Tax Collection | 5.54 | | | | |
| 340 Charges for Goods and Services | 396.00 | | | 381.01 Metered Water Sales | 951.68 |
| 399 Sales Tax Collection | 16.63 | | | | |
| | | | | 340 Charges for Goods and Services | 418.32 |
| 340 Charges for Goods and Services | 44.00 | | | 381.01 Metered Water Sales | 70.15 |
| 399 Sales Tax Collection | 1.85 | | | | |
| 335.0 State Shared Revenue | 242.86 | | | | |
| 340 Charges for Goods and Services | 22.00 | | | 381.01 Metered Water Sales | 62.93 |
| 399 Sales Tax Collection | 0.92 | | | | |
| 340 Charges for Goods and Services | 22.00 | | | 381.01 Metered Water Sales | 37.00 |
| 399 Sales Tax Collection | 0.92 | | | | |
| 335.0 State Shared Revenue | 3,664.72 | | | | |
| 311.01 Property Taxes - Current | 1,082.61 | | | | |
| 340 Charges for Goods and Services | 22.00 | | | 381.01 Metered Water Sales | 34.00 |
| 399 Sales Tax Collection | 0.92 | | | | |
| 335.04 Motor Vehicle Licenses | 684.40 | | | | |
| 340 Charges for Goods and Services | 22.00 | | | 381.01 Metered Water Sales | 34.00 |
| 399 Sales Tax Collection | 0.92 | | | | |
| 340 Charges for Goods and Services | 638.00 | | | 381.01 Metered Water Sales | 1,120.54 |
| 399 Sales Tax Collection | 26.79 | | | | |
| | | 367 Contributions | 668.00 | | |

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|------------------------------------|-----------------|--|---------------|------------------------------|-----------------|
| | | | | 399 Water Deposit Collection | 100.00 |
| 340 Charges for Goods and Services | 66.00 | | | 381.01 Metered Water Sales | 121.99 |
| 399 Sales Tax Collection | 2.77 | | | | |
| 340 Charges for Goods and Services | 330.00 | | | 381.01 Metered Water Sales | 582.20 |
| 399 Sales Tax Collection | 13.80 | | | | |
| | | | | 399 Water Deposit Collection | 100.00 |
| 321 Alcoholic Beverage License | 600.00 | | | | |
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| | | | | | |
| | 8,226.06 | | 668.00 | | 3,843.27 |

| WATER IMPROVEMENT ACCOUNT # | AMOUNT | WATER METER FUND ACCOUNT # | AMOUNT | WATER SURCHARGE FUND ACCOUNT # | AMOUNT |
|--|---------------|---------------------------------------|---------------|---|---------------|
| | | 371 Water Meter Fee | 5.00 | 371 Surcharge as a security for Debt | 12.00 |
| | | | | | |
| | | 371 Water Meter Fee | (5.00) | 371 Surcharge as a security for Debt | (12.00) |
| | | | | | |
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| | | 371 Water Meter Fee | 5.00 | 371 Surcharge as a security for Debt | 12.00 |
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| | | 371 Water Meter Fee | 30.00 | 371 Surcharge as a security for Debt | 72.00 |
| | | | | | |
| | | 371 Water Meter Fee | 115.00 | 371 Surcharge as a security for Debt | 276.00 |
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| | | 371 Water Meter Fee | 10.00 | 371 Surcharge as a security for Debt | 24.00 |
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| | | 371 Water Meter Fee | 5.00 | 371 Surcharge as a security for Debt | 12.00 |
| | | | | | |
| | | 371 Water Meter Fee | 5.00 | 371 Surcharge as a security for Debt | 12.00 |
| | | | | | |
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| | | 371 Water Meter Fee | 5.00 | 371 Surcharge as a security for Debt | 12.00 |
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| | | 371 Water Meter Fee | 5.00 | 371 Surcharge as a security for Debt | 12.00 |
| | | | | | |
| | | 371 Water Meter Fee | 150.00 | 371 Surcharge as a security for Debt | 360.00 |
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