

BUFFALO GAP BOARD OF TRUSTEES
PROPOSED REGULAR MEETING AGENDA
OCTOBER 6, 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 October 6, 2025 Agenda.
6. Approval of September 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. 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.
 - a. Prepare for Winter
11. Animal Control
 - a. 2013-002 Town of Buffalo Gap Dog Ordinance
12. Community Center Committee.
 - a. Aluminum Can Collection
13. Park Committee

14. Board of Trustees.
 - a. Mail Call
 - b. Notice of Meeting Events

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
 - b. Ordinance 2018-02
 - c. Resolution 2019-01
17. Water Construction Phase 2.
18. Water Outage Communications Plan.
19. Opt Out Water Meter Customers.
20. Windcross Conservancy Use of Town Acreage.
21. ORDINANCE 2025-02 - ORDINANCE TO SUPPLEMENTALLY APPROPRIATE FUNDS - Second Reading
22. ORDINANCE 2025-003 - 2026 Budget Appropriations Ordinance - Second Reading

NEW BUSINESS

21. ORDINANCE 2025-004 - AN ORDINANCE TO ADMINISTER WATER SERVICES - First Reading
22. RESOLUTION 2025-007 - WATER RATES - First Reading
23. USDA Loan from 1996 (Water Account) - Reserve Account
24. Department of Revenue - Sales Tax 2016-2018 Due

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 November 3, 2025 at Old Bank.



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 be 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.

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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

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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
Wayne Anderson

Recipient

(SEAL)

October 2, 1995

Date

Attest: Helen Mohler, Town Clerk

Town Board President

Title

Helen L. Mohler, Town Clerk
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.

ORDINANCE 2025-004

AN ORDINANCE TO ADMINISTER WATER SERVICES

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

DEFINITIONS

Service Connection - The point of connection between the customer's piping or constructed conveyance, and the water system's meter, service pipe, or constructed conveyance.

Applicant - the owner or occupant of each individual residence or commercial premises in which a water service connection is provided to include, but not limited to, the owner or occupant of each apartment in a multifamily dwelling, each mobile home in a mobile home park, and hotel or motel facilities.

CHAPTER 1- WATER SERVICE 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 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 services, and shall perform such other duties as may be assigned to him (her) by the Town of Buffalo Gap Board of Trustees. 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 Town Board of Trustees; no street, lawn, or garden sprinkling shall be done during a fire. The Town 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) Written application for a water service connection shall be made to the Town Finance Officer by the owner or tenant of the property along with a security deposit and connection fee, as established by resolution. The deposit is to be made by 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. 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 the security deposit once the water bill is paid in full.

c) After twelve (12) consecutive monthly payments without a delinquency notice, 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 Town Board of Trustee approval.

d) 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.

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

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

UNAVAILABILITY OF SERVICE

The city 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 proposed premises does not fully meet all Town and other lawful standards; or
- e) The property has an unpaid water bill from the same applicant.

NEW OR ADDITIONAL WATER SERVICE CONNECTIONS

Where there is no existing water service connection, or an additional or different water service connection is to be established, a written 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 and the nature of the water use, The town shall provide one meter pit per resident/family living/dwelling. The application shall be accompanied with a new meter pit and service connection fee as established by resolution.

No application shall be approved until the applicants past water accounts are paid in full.

No application shall be approved to connect one water meter pit to more than one residential or commercial dwelling. One meter pit 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 and hotel or motel facilities.

WATER METERS ARE REQUIRED

All 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 a 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 due to the account of a 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 five hundred dollars (\$500.00), the Town of Buffalo Gap attorney and court fees (SDCL S 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 give notice to the Town Financial Officer. Regular rates shall be charged

and billed until such notice is given. Billing stops at the next billing period following notification.

b) Owners 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 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 water service disconnection fee or water service reconnection fee shall be charged each time the Town of Buffalo Gap is required to turn off or on utility services, including transfer of service.

e) 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 place of business or residency being serviced.

TERMINATION OF WATER SERVICE CONNECTION

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) The written application contained falsified or fraudulent information

b) Nonpayment of any utility bill for more than two (2) billing periods.

c) Deterioration of the water service connection to the customer's premises to such an extent that water would be wasted or leaking if water service continues;

d) Intentional harm or damage to the meter pit, post or remote reader without contacting town, or failure to reimburse town for repairs of any meter and all meter pit equipment, including pit and remote reader;

e) Tampering with the water meter or any part of the water meter pit including the post and equipment installed above the meter pit.

f) Reselling or diverting any utility service without proper approval therefore; or

g) Vacancy of the premises.

LANDLORDS RESPONSIBILITIES FOR WATER SERVICE CONNECTION AND FEES

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 **discharged** on 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, the owner or occupant of the 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 from the same water meter, but have separate facilities, the owner or occupant of the property shall be required to pay two (2) water minimums.

Effective this ordinance, no 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 facilities and hotel or motel facilities.

WATER SERVICE CONNECTION FEES

a) All applicants within the Town of Buffalo Gap shall pay to the Town of Buffalo Gap for water discharged on the property as stated in the water rates resolution. All water service connection fees including sanitation, and surcharges are stated in the water rate resolution which shall be reviewed and updated annually by resolution by the Town Board of Trustees.

b) All applicants shall pay a late fee if the payment is received after the due date stated on the water bill. All water bills are due the first of the month following the billing period. Any payment after the due date is considered delinquent.

c) Any applicant unable to fully pay the water bill, due to financial or economic hardship 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. So 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 a financial or economic hardship. In the event of a denial, the applicant has the right to appeal in writing to the Town Board of Trustees. The Town Board of Trustees shall hear the appeal at the next regular or special meeting of the Town Board. The appeal shall be heard in an executive session to protect the privacy of the applicant and a decision made during the next regular meeting or special meeting of the Town Board.

4) 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 Financial 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.

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.

SLEEP/VACATION 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 sleep 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 established in the water rates resolution.
- c) A monthly maintenance fee as stated in the water rates resolution shall be paid.
- d) The water department shall continue to read the meter monthly and any water discharged over the 3,000 gallon minimum shall be charged to the customer's account.
- e) During this time, 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 regular water fees resumed.

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 Town of Buffalo Gap Board of Trustees.

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

All applicants shall pay a monthly fee, set by resolution of the Town Board of Trustees. The monthly fee shall be charged regardless of 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 Board of Trustees and rate changes shall be established 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/her 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.

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.

Dated at Buffalo Gap, Custer County, South Dakota this day of ,2025

APPROVED:

NOW THEREFORE, BE IT ORDAINED hereby approved this 6th day of October 2025.

Buffalo Gap Town Board President

Vote:

Trustee Ray Hussey - aye/nay

Trustee Christine Wells - aye/nay

Trustee Travis Lasseter - aye/nay

First Reading Date: October 6, 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 water system deposits, fees, fines, lawyer, court costs, and indicated amounts for the Town of Buffalo Gap Water Distribution System in accordance with Ordinance 2025-04, for the period commencing January 1, 2026;

AND WHEREAS, water system deposits, fees, fines, lawyer, court costs, and indicated amounts detailed herein shall be as follows;

SECURITY DEPOSIT	\$ 100.00
NEW SERVICE CONNECTION FEE	\$. 25.00
NEW METER PIT AND CONNECTION FEE	\$3,000.00
DISCONNECT FEE	\$ 25.00
MONTHLY MAINTENANCE FEE	\$ 30.00 PER PIT
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 RATE	\$ 22.00

NOW THEREFORE, BE IT RESOLVED that these deposits, fees, fines, lawyer and court costs, and indicated amounts are hereby approved this 6th day of October 2025.

Buffalo Gap Town Board President

Vote:

Trustee Ray Hussey - aye/nay

Trustee Christine Wells - aye/nay

Trustee Travis Lasseter - aye/nay

First Reading: October 6, 2025

Published: _____

Posted: _____

ATTEST:

Nicole Guerrieri, Finance Officer, Town of Buffalo Gap

(SEAL)