

**HERMOSA TOWN BOARD
TUESDAY, APRIL 21, 2026
REGULAR MEETING @ 5:30 PM**



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

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

- 3) **CONSENT CALENDAR:**
 - A. Amend April 2, 2026, special meeting minutes
 - B. Approval of April 7, 2026, regular meeting minutes

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

(Roll call voting for any agenda item that may have a conflict of interest)

- 5) **LEGAL:**
 - A. Administer Oath of Office to Wade Schutz
 - B. Approve Wade Schutz to review below items upon direction from the Finance Committee:
 - ATAC Contract Amendments, Preston Situation, General Issues: conflicts of interest, harassment, review key meeting minutes
 - C. Review invoice from Don Petersen/Morgan Theeler LLP – motion to approve or disapprove

- 6) **TOWN/FEMA UPDATES:**
 - A. FEMA BRIC Grant monthly progress meeting
 - B. Editorial Policy Update for Town Newsletter

- 7) **ENGINEER:**
 - A. Approve invoice from King Brown Welding for mount transmission for WWTP - \$1,428.57
 - B. Approve amendments to ATAC contracts upon review by Wade Schutz
 - C. Approve baseline testing for FOG
 - D. Approve application to DANR for expansion of WWTP discharge permit to include FOG limit
 - E. Approve purchase of manhole lid waterproof inserts

- 8) **PLANNING & ZONING:**
 - A. Approve Digging/Grading Permit for parcel #009191 – R. Weller
 - B. Approve dismissal of approved sign permit for Heartland RV
 - C. Approve setup of billing for Commercial, Out of Town, Sewer user for Mud Bog property

- 9) **WATER/SEWER DEPARTMENTS:**
 - A. Water Dept. Updates
 - B. Sewer Dept. Updates
 - C. Approve costs of 6-month cleaning of Heartland Hair
 - D. Approve replacements of remaining residential booster pumps (6 remaining)
 - E. Approve removal/testing/use of chemicals
 - F. Approve Final Pay Out Application No.6 for Conifer Construction - \$14,921.20

- 10) **PUBLIC SERVICES DEPARTMENT:**
 - A. Streets

B. Street Light Repairs

11) LAW ENFORCEMENT/ABATEMENTS/COMPLAINTS:

- A. Approve amended Electricity License Agreement for Implementation and Camera Use with new location

12) ECONOMIC DEVELOPMENT:

- A. Discussion of purpose for TIF 2 District

13) CLAIMS:

- A. Review of payroll and claims. Motion to approve as presented/amended.

14) FINANCE OFFICE:

- A. Monthly financials
B. Department updates
C. Annual Report for 2025
D. Approve registration fee for FO and Admin Assist to attend Budget Training in Rapid City on June 17, 2026- \$80 registration cost and approve closure of town office from 9:00 a.m. to 3:00 p.m. to allow staff to attend
E. Approve re-hire of Vonda Belt for Town Office Cleaner position at a rate of \$17.00 effective 4/22/2026

15) OLD BUSINESS:

- A. Approve new town logo budget from BBB funds

16) NEW BUSINESS:

- A. Pet Vaccination Waiver - B. Morelli
B. 1st Reading 2.078A – Supplemental 2026 Appropriations Ordinance
C. Address barking dog complaints
D. Approval of Retail (on-off sale) Malt Beverage & SD Farm Wine License Renewals:
 - Corner Pantry Travel Center – License #RB2776
 - Pop’s Grocery – License #RB-25133
 - TW Bar – License #RB-31029
- E. Request from Hermosa Connects for BBB funds to help with flowerpots around the town

17) ITEMS FROM CONSTITUENTS: No action can be taken by the board on any issue related without being first placed on a future agenda, to allow for proper notice.

- Reserved time for public comment is a maximum of **15 minutes**.
- This is a time for citizens of the town of Hermosa, owners of property within town or within the Intergovernmental Jurisdiction Zone.
- Comments should be limited to express concerns or discuss issues having relevance to the Town.
- Personal attacks, Defamatory content, or Disruptive Conduct will not be tolerated.
- Each person will be allotted **3 minutes** to speak.
- After these time limits are reached, all further commentary shall be made only with the Chair’s approval.

18) TRUSTEE INPUT:

19) EXECUTIVE SESSION:

- A. Motion to enter Executive Session allowable by SDCL 1-25-2 – Legal/Personnel/Contract
B. Motion to exit out of Executive Session

3A

HERMOSA TOWN BOARD
THURSDAY, APRIL 2, 2026
SPECIAL MEETING @ 2:00pm

ROLL CALL: Koontz called the meeting to order on Thursday, April 2, 2026, at 2:00 p.m. with the following members present: Kramer via the telephone, Ferguson, Koontz, Serviss and Matheny. Interested citizens were also present. Pledge of Allegiance led by Koontz.

CALL FOR CHANGES: Motion by Koontz and seconded by Matheny to accept agenda as presented; vote: all ayes, motion carried.

CONFLICT OF INTEREST DECLARATION: All board members are responsible for refraining from discussion and voting on issues where they may have a conflict of interest. There will be roll call voting for any agenda items that may have a conflict of interest.

ITEMS OF BUSINESS: Motion by Serviss and seconded by Ferguson to add the Municipal Referendum Petition for Resolution 2026-05 to the June 2, 2026, election; vote: all aye, motion carried.

ITEMS FROM CONSTITUENTS: No input was received from constituents.

TRUSTEE INPUT: Ferguson commented it was a good meeting and thanked all who attended.

EXECUTIVE SESSION: No Executive Session was held.

ADJOURN: Motion made by Kramer and seconded by Matheny to adjourn meeting at ~~32:03~~ 2:03 p.m., vote: all aye, motion carried.

Terri Cornelison
Finance Officer

Kelburn Koontz
Town Board President

Published once at the approximate cost of _____.

HERMOSA TOWN BOARD
TUESDAY, APRIL 7TH, 2026
REGULAR MEETING @ 5:30 p.m.
Draft Minutes

3B



ROLL CALL: Koontz called the meeting to order on Tuesday, April 7th, 2026, at 5:23 pm. Roll Call was held with Kramer, Ferguson, Koontz, Serviss and Matheny in attendance. Interested citizens, Town Engineer Theodorou were also present. Pledge of Allegiance led by Koontz.

Motion by Serviss and seconded by Ferguson to invite Attorney James to sit at the table with the board; vote: four aye and one nay, motion carried.

CALL FOR CHANGES: Motion by Koontz and seconded by Ferguson to add Item 3E Approval of April 2, 2026, special meeting minutes, remove 7B and replace with Approve Engineer to complete engineering for all outstanding projects regardless of funding source, add 9J Approve budget for WWTP beautification and public safety upgrades, (Ferguson added) add Item 17F Preston Family, (Serviss added) remove Item 12A Approve Budget to hire Wade Schutz as new town attorney, add 17G Revoke powers granted to board president and (Ferguson added) add Item 17E Cemetery clean up yard waste; vote: two ayes and three nays, motion failed. The board held discussion on which items to add/remove from the agenda. Motion by Koontz and seconded by Matheny to approve with former amendments sans revocation of powers and item 12A and approve agenda as amended; vote: three ayes and two nays, motion carried. (Agenda amended with addition of 3E Approval of April 2, 2026, special meeting minutes, remove Item 7B and replace with Approve Engineer to complete engineering for all outstanding projects regardless of funding source, add 9J Approve budget for WWTP beautification and public safety upgrades, add 17F Preston Family, and add 17G Cemetery clean up yard waste).

CONSENT CALENDAR: Motion by Ferguson and seconded by Matheny to approve the March 6, 2026, special meeting minutes, March 16, 2026, local board of equalization meeting minutes, March 17, 2026, regular meeting minutes, March 20, 2026, special meeting minutes and April 2, 2026, special meeting minutes as presented; vote: all aye, motion carried.

CONFLICT OF INTEREST DECLARATION: All board members are responsible for refraining from discussion and voting on issues where they may have a conflict of interest. Koontz noted that there will be roll call voting for any agenda items that may have a conflict of interest.

TOWN/FEMA UPDATES: Joan Harris presented an email from Bridget Mitchell with Headwaters Economic stating their intent to step down from the FEMA BRIC Grant process due to the town hiring a consultant to lead the grant implementation. Harris noted the town Generator Grant has been accepted by the State of South Dakota and is awaiting approval from FEMA. Town Engineer Theodorou stated a Flood Prevention public meeting will be held on Wednesday, April 15, 2026, at 6:00 p.m. at St Michaels Hall located at 14380 SD Hwy 40 in Hermosa.

ENGINEER: Motion by Matheny and seconded by Kramer to approve a \$2,000.00 budget for replacement of contactor in Battle Creek well pump controller. Motion was amended by Serviss and seconded by Ferguson to include contingent upon receipt of an itemized invoice; vote on amendment: four aye and one abstain, motion carried. Vote on original motion: all aye, motion carried. Motion by Koontz and seconded by Kramer to approve engineer to complete all engineering for all outstanding projects regardless of funding source. Motion was amended by Serviss and seconded by Ferguson to exclude actions related to ballot measures; vote on amendment: two aye and three nays, motion failed. Original motion amended by Matheny and seconded by Kramer to add plans and process would be approved by DANR before going to bid; vote on amendment: three and two nays, motion carried. Vote on original motion: three aye and two nays, motion carried.

HERMOSA TOWN BOARD
TUESDAY, APRIL 7TH, 2026
REGULAR MEETING @ 5:30 p.m.



PLANNING & ZONING: An Information Permit for 234 Donna Street was presented as replacement for a fence that blew down in a windstorm. Motion by Kramer and seconded by Matheny to approve Permanent Sign Permit for Parcel #010650-Heartland RV; vote: all aye, motion carried. Motion by Matheny and seconded by Kramer to approve Digging/Grading Permit for Parcel #015327 – G. Hunsaker; vote: four aye and one abstain, motion carried.

NEW BUSINESS: President Koontz allowed Item 17F to be presented. James Preston asked several questions on behalf of the Preston Family regarding water and sewer tap fees that were paid to the Town of Hermosa and board decisions on returning some of those funds. The board will hold a Work Session on Tuesday, April 14, 2026, beginning at 7:00 p.m. to meet with the Preston Family to further discuss.

BREAK: The board took a ten-minute break and reconvened at 7:11 p.m.

WATER/SEWER DEPARTMENT: Theodorou gave an update on water and noted issues with the well and a water leak on Vilas Street. Theodorou showed videos from Operator Burkhard regarding progress at the Wastewater Treatment Plant. Burkhard stated he will be releasing water in the next couple of days from the Wastewater Treatment Plant. Motion by Koontz and seconded by Kramer to approve payment for meter pit leak in the amount of \$314.35, and to bill homeowner for that amount as it was determined the pipe was leaking from customer's side of meter; vote: all aye, motion carried. Motion by Koontz and seconded by Kramer to pend Item 9D Approve removal/surplus of unused and expired chemicals to the next regular meeting agenda; vote: all aye, motion carried. Motion by Matheny and seconded by Kramer to approve and authorize Board President to sign 2025 Annual Drinking Water Report; vote: all aye, motion carried. Motion by Matheny and seconded by Kramer to approve Pay Application No. 5 for Conifer Construction in the amount of \$13,358.16 (town still has 10% retainage on project); vote: all aye, motion carried. Motion Kramer and seconded by Matheny to approve the cost of six-month cleaning of sewer line for Heartland Hair; vote: four nay and one abstain, motion failed. Motion by Serviss and seconded by Matheny to table until the next regular meeting; vote: all aye, motion carried. Motion by Koontz and seconded by Matheny to approve the purchase of Water System filter media; vote: three aye and two nays, motion carried. Motion by Koontz and seconded by Matheny to approve the replacement of remaining Residential Booster Pumps; vote: all nay, motion failed. Motion by Matheny and seconded by Kramer to approve budget for Public Tour Safety and Beautification Upgrades for WWTP in the amount of \$10,393.00; vote: all aye, motion carried.

PUBLIC SERVICES DEPARTMENT: Koontz stated he will meet with Pennington County Highway Department next week to drive around town and discuss how the county can assist with town road projects. Koontz will also reach out to Custer County Highway Department to see if they can offer any assistance as well. Open Work Orders were provided in the packet. Koontz will get quotes for possible meter repair issues that are needed.

LAW ENFORCEMENT/ABATEMENTS/COMPLAINTS: The Custer County Log was provided in the packet. Motion by Ferguson and seconded by Matheny to approve Electricity License Agreement for Implementation and Camera Use with Division of Criminal Investigation for placement of camera on wooden pole with breaker panel on the east side of entrance to Saint Michael's church; vote: all aye, motion carried. It was noted that this camera system will be used for taking pictures of license plates only.

LEGAL: Motion by Koontz and seconded by Matheny to approve a budget of \$7,500.00 to hire Wade Schutz as Town Attorney; vote: one aye, three nay and one abstain, motion failed. Discussion was held on reason for new town attorney. Motion by Kramer and seconded by Serviss to hire Wade Schutz as alternate town attorney when needed for perceived conflict of interest; vote: all aye, motion carried.

HERMOSA TOWN BOARD
TUESDAY, APRIL 7TH, 2026
REGULAR MEETING @ 5:30 p.m.



ECONOMIC DEVELOPMENT: Serviss reported he is the Property Manager for Roy's Drive Inn.

BREAK: The board took a ten-minute break and reconvened at 9:01 p.m.

CLAIMS: Motion by Koontz and seconded by Matheny to approve Payroll for March 31, 2026, and claims for April 7, 2026, as presented; vote: all ayes, motion carried. A&B BUSINESS SOLUTIONS, monthly printer/fax fee, \$554.05; ATAC, water distribution model, \$1,730.00; ATAC, on-call planner, \$2,345.00; ATAC, north water tank, \$3,310.00; ATAC, DWSRF project, \$20,425.00; ATAC, WWTP engineering fees, \$4,240.00; ATAC, sewer operations, \$3,680.00; ATAC, FEMA BRIC Grant engineering fees, \$30,310.00; BANKWEST CREDIT CARD, office supplies/adobe software/admin notary stamp/stamps/cleaning supplies, \$568.12; BANK WEST, ach batch payment and CMS payroll services, \$40.00; BLACK HILLS ELECTRIC, utilities for streets/water/sewer/general, \$3,308.72; CONIFER CONSTRUCTION, electrical parts/security cameras for well house/misc. for WWTP, \$9,961.01; CONNIE LEIMER, trap/neuter/release, \$25.00; CHUCK FERGUSON, contract services FINAL, \$2,113.55; CUSTER COUNTY SHERIFF, dispatch contract-May-July 2026, \$2,000.00; HEARTLAND HAIR – JENNIE HAAS, reimbursement for rapid roofer sewer clean out, \$225.14; KELBURN KOONTZ, reimbursement for rib dinner mileage/motel, \$363.38; KROHMER PLUMBING, booster pump replacements, \$9,668.00; SD DOT, 2025 bridge inspection, \$247.24; SDML, workers comp additional amount, \$197.00; SHP HOLDING, legal/publishing notices 03/26, \$641.24; SOUTHERNHILLS LAW PLLC, attorney services for law enforcement and town, \$5,197.00, **Accounts Payable Total: \$101,149.95.** Payroll related: Total Paid on 03/31/2026; Legislative, Financial Administration, \$3,466.89, Water, \$379.56, Sewer, \$179.74, Promoting City/BBB, \$67.16, HSA, \$64.75, HEALTH POOL OF SD, \$875.96, EFTPS-Electronic Federal Tax, \$1,015.25, SDRS, \$437.36, NATIONAL LIFE INSURANCE, \$10.00 **Total Payroll Related Paid: \$6,496.67. REPORT TOTAL: \$107,646.62.**

FINANCE OFFICE: Monthly financials will be provided at the next regular meeting. Motion by Koontz and seconded by Ferguson to approve the Sophos Firewall Option of Purchase Outright for \$1,804 with \$200 monthly firewall monitoring and \$360 general labor Quote for replacement of current firewall that will expire on May 22, 2026; vote: all aye, motion carried.

OLD BUSINESS: There was no Old Business presented.

NEW BUSINESS: The Town Clean Up Day will be held on Saturday, April 25, 2026, 7:00 a.m. to 3:00 p.m. Dan Holsworth has graciously allowed two large garbage dumpsters to be placed on his Post Office parking lot property and will have loader available. Koontz reviewed HB1245 which allows up to a 1% sales tax for a maximum of five years to fund specific Capital Projects if at least 60% of registered voters approve. The town will check on possibility of seasonal sales tax qualifying. Motion by Matheny and seconded by Ferguson to approve Resolution 2026-07; vote: all aye, motion carried.

TOWN OF HERMOSA
Resolution Number 2026-07

A RESOLUTION AUTHORIZING THE APPROPRIATION OF FUNDS FOR ROOF REPAIRS TO THE
HERMOSA ARTS AND HISTORY ASSOCIATION

WHEREAS, the Town of Hermosa imposes a municipal gross receipts tax pursuant to South Dakota law for the purpose of supporting tourism and visitor-related activities; and

HERMOSA TOWN BOARD
TUESDAY, APRIL 7TH, 2026
REGULAR MEETING @ 5:30 p.m.



WHEREAS, the Hermosa Arts and History Association is a nonprofit organization dedicated to preserving and promoting the history, culture, and heritage of the Hermosa area; and

WHEREAS, the Hermosa Arts and History Association serves as a cultural and historical attraction open to the public and contributes to tourism by drawing visitors to the Town of Hermosa; and

WHEREAS, the building that houses the Hermosa Arts and History Association requires roof repairs in order to remain safe, accessible, and operational for residents and visitors alike; and

WHEREAS, the Board of Trustees finds that supporting the repair and continued operation of the Hermosa Arts and History Association is a valid public purpose and promotes tourism and visitor-related activities within the Town;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Town of Hermosa, South Dakota, that the sum of Five Thousand Dollars (\$5,000) is hereby appropriated from municipal gross receipts tax revenues for the specific purpose of roof repairs to the Hermosa Arts and History Association building.

BE IT FURTHER RESOLVED, that such funds shall be used solely for the stated purpose, and the Hermosa Arts and History Association shall provide documentation of expenditures upon request by the Town.

BE IT FURTHER RESOLVED, that the Board of Trustees finds and declares that this appropriation supports tourism and serves a public purpose in accordance with applicable South Dakota law.

Approved and adopted this 7 day of April, 2026.

Motion by Matheny and seconded by Kramer to approve the town website updates as presented; vote: all aye, motion carried. Motion by Kramer and seconded by Ferguson to table Item 17E Approve new Town Logo budget from BBB funds until the next regular meeting; vote: all aye, motion carried. Motion by Ferguson and seconded by Serviss to approve cemetery clean up crew to be able to us town yard waste dumpsters; vote: all aye, motion carried.

ITEMS FROM CONSTITUENTS: Dan Holsworth requested to be put back on volunteer list for the town. The town office staff will email him the form he needs to complete. Faye Miller stated she appreciated the board keeping Scott James as Town Attorney.

TRUSTEE INPUT: Matheny requested a work session be scheduled to handle the harassment policy for the town. The board will meet on Tuesday, April 28, 2026, at 6:00 p.m. to discuss this as well as board duties. Kramer stated it was a good meeting. Serviss requested specs on well pump so he could get a design for the booster pump. Koontz stated the need to have legal council look at verbiage of bond referendum as Resolution may be invalid.

EXECUTIVE SESSION: No Executive Session was held.

ADJOURN: Motion made by Ferguson and seconded by Matheny to adjourn meeting at 9:38pm, vote: all aye, motion carried.

HERMOSA TOWN BOARD
TUESDAY, APRIL 7TH, 2026
REGULAR MEETING @ 5:30 p.m.



ATTEST:

Terri Cornelison
Finance Officer

Kelburn Koontz
Town Board President

Published once at the approximate cost of _____.

50

Morgan Theeler LLP

1718 N Sanborn Blvd.
PO Box 1025
Mitchell, SD 57301-7025
Ph: (605) 996-5588 | Fax: (605) 996-6129

INVOICE

Invoice #: 102875
Date: 04-01-2026

Town of Hermosa, South Dakota
attn: Neil Putnam
Email: neil@gotheodorou.com

Matter Number:18271-Town of Hermosa, South Dakota-re: Document Review

Services

Date	Atty	Description	Quantity	Rate	Total
03-30-26	DEP	Review emails from Neil Putnam and Kelburn Koontz. Attend Zoom conference. Research legal issue regarding Revenue Bonds.	2.40	275.00	\$660.00
03-31-26	DEP	Phone calls with Kel. Complete research regarding referrals. Review information from Todd Meierhenry.	2.50	275.00	\$687.50

Services Subtotal: \$1,347.50

Subtotal	\$1,347.50
Tax	\$0.00
Total	\$1,347.50
Payment	\$0.00
Balance Owing	\$1,347.50

Statement Account Summary

Previous Balance	New Charges	Payments Received	Total Amount Outstanding
\$3,000.00	+	\$1,347.50	=
		\$3,000.00	=
			\$1,347.50

Trust Account Balance \$0.00

FOR YOUR CONVENIENCE WE ACCEPT VISA & MASTERCARD.

Editorial Policy Update for the Hermosa Newsletter

To: President Koontz and the Hermosa Board of Trustees

From: Joan Harris, Producer/Editor – Hermosa Newsletter

Date: April 10, 2026

Subject: 501(c)(3) Compliance and Newsletter Editorial Guidelines

Dear Board of Trustees,

As we continue to grow the **Hermosa Newsletter** as a vital resource for our residents, I want to ensure the longevity of the newsletter and the 501(c)(3) non-profit status that supports it.

Following some recent community feedback regarding the "**President's Corner**," I have consulted IRS guidelines regarding **Political Campaign Activity** and **Non-Profit Lobbying** for non-profit organizations. After researching and talking to a Non-Profit council I discovered that yes, the articles were borderline and should not have been published without some changes. Being a matter of public record does not make it acceptable. For that I apologize to all of you. I published the articles without doing my research first and should have known better. I thank the watchdogs for their impute. To ensure we remain in full compliance with federal law and maintain our tax-exempt status, I am implementing the following editorial guidelines for all future submissions:

1. Focus on "Public Information" vs. "Advocacy"

The IRS strictly prohibits 501(c)(3) organizations from participating in political campaigns or supporting/opposing candidates. Furthermore, while we can provide educational information, we must be extremely cautious regarding active ballot measures (such as the upcoming TIF referendum).

- **Allowed:** Factual updates on the Wastewater Treatment Plant, well drilling progress, grant awards, and explanations of municipal processes (e.g., "What is a TIF?").
- **Restricted:** Content that explicitly directs residents on how to vote or uses persuasive language to influence a ballot outcome.

2. Neutrality and Professional Tone

To protect the newsletter from accusations of bias, we will move toward a "Facts-First" reporting style.

- Submissions should avoid characterizations of opposing groups (e.g., "misinformed") or personal grievances.

- The focus will remain on the **business of the Town**—budgets, infrastructure, and services—rather than political or personal commentary.

3. The "Election Window" Policy

During the 60 days leading up to a municipal election or a ballot vote:

- The newsletter will refrain from publishing any material that could be construed as "electioneering."
- This includes any language regarding "leadership," "re-election," or "voting to confirm/reject" specific measures.

4. Shared Goal: Transparency

My goal as the editor is to ensure the Town's message reaches the residents clearly and legally. By keeping our content strictly educational and informative, we protect the Board's credibility and the newsletter's standing in the community.

I value the "President's Corner" and the updates you provide. I am happy to work with you on future drafts to ensure they meet these non-profit standards while still getting the necessary information to our neighbors.

Sincerely,

Joan Harris, Producer/Editor, Hermosa Newsletter

7A

INVOICE

King Brown Welding

110 Hardy Drive
Spearfish South Dakota 57783
US
(307) 840-0491
kingbrown51682@gmail.com



BILL TO	INVOICE NUMBER	240
Town of Hermosa	ISSUED	Mar 21, 2026
atheodorou@benesch.com	DUE	Mar 28, 2026
+16055693646		

ITEM	PRICE	QUANTITY	AMOUNT
Treatment plant	\$1,400.00	1	\$1,400.00
-finish fabrication and mount transmission			
-repair stainless steel spool piece			
Subtotal			\$1,400.00
VAT (2.041%)			\$28.57
Total			\$1,428.57
Amount due			\$1,428.57

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENTS

(Lump Sum Not-to-Exceed and Time & Materials On-Call Contracts)

This Amendment (“**Amendment**”) is entered into as of _____, 2026 (“**Effective Date**”), by and between the **Town of Hermosa**, a South Dakota municipal corporation (“**Town**”), and **ATAC**, a professional engineering company (“**Consultant**”).

RECITALS

WHEREAS, the parties have entered into one or more professional services agreements (the “**Agreements**”); and

WHEREAS, the parties desire to clarify termination rights, compensation, and minimum commitments in a manner consistent the intent of the parties and municipal contracting requirements;

NOW, THEREFORE, the parties agree as follows:

1. APPLICABILITY

This Amendment applies to all existing and future Agreements between the Town and Consultant that are identified as:

- (a) lump sum not-to-exceed contracts; and/or
- (b) time and materials on-call contracts.

Except as modified herein, all other terms remain unchanged.

2. LUMP SUM NOT-TO-EXCEED CONTRACTS

2.1 Continuity of Obligation

The Town agrees to use good faith efforts to honor each Agreement for its full term and scope and acknowledges that changes in the composition of the Town’s governing body shall not, by themselves, constitute grounds for termination.

2.2 Termination for Convenience – Compensation

If the Town terminates an Agreement for convenience or without cause, Consultant shall be entitled to:

- (a) **Payment for all work performed** through the effective date of termination; plus
- (b) **Reasonable, documented demobilization and close-out costs**; plus
- (c) A **termination fee** equal to:
 - **35% of the remaining unearned contract value**, if termination occurs in the first half of the project; or
 - **25% of the remaining unearned contract value**, if termination occurs in the second half.

The parties agree this structure represents a reasonable allocation of risk and compensation and is not a penalty.

2.3 Non-Appropriation

If the Town terminates due to non-appropriation or lack of funding, the Town shall pay all amounts due under Section 2.2(a) and (b), and shall use reasonable efforts to include termination fee obligations in future appropriations where legally permissible.

3. TIME & MATERIALS ON-CALL CONTRACTS

3.1 Anticipated Term

The parties acknowledge an intended engagement period of **up to two (2) years**, subject to the Town's ongoing need for services.

3.2 Early Termination – Compensation

If the Town terminates the Agreement for convenience prior to two (2) years, Consultant shall be entitled to:

- (a) **Payment for all services performed**; plus
- (b) **Reasonable wind-down costs**; plus
- (c) A **termination fee** equal to the lesser of:
 - **Six (6) months of average billings**, based on prior invoices; or
 - **50% of projected annual utilization**, as reasonably estimated based on prior usage or agreed expectations.

3.3 Good Faith Work Assignment

The Town agrees to make good faith efforts to utilize Consultant for services consistent with past practice, but retains discretion regarding issuance of specific task orders.

4. FUNDING AND APPROPRIATIONS

The Town's payment obligations are subject to lawful appropriation of funds. The Town agrees to:

- to budget for anticipated services;
- notify Consultant promptly of any anticipated funding issues; and
- not terminate Agreements for the purpose of avoiding reasonably expected services and payment obligations.

5. BOARD AUTHORIZATION

The Town represents that this Amendment has been approved in accordance with applicable procedures and that the undersigned is authorized to execute it.

6. SURVIVAL

All accrued payment obligations shall survive termination.

7. CONFLICTS

This Amendment controls over conflicting terms in the Agreements.

8. COUNTERPARTS

This Amendment may be executed in counterparts.

SIGNATURES

TOWN OF HERMOSA, SOUTH DAKOTA

By: _____

Name: _____

Title: President, Town Board of Trustees

Date: _____

ATAC

By: _____

Name: **Anthony Theodorou**

Title: President

Date: _____

8A

TOWN OF HERMOSA

STAFF REPORT

APRIL 13, 2026

TO: Town of Hermosa Board of Trustees

FR: Neil Putnam, AICP, Town Planner and Anthony Theodorou, PE, Town Engineer

RE: Digging/Grading Permit

GENERAL INFORMATION

Applicant: Roy Weller

Contractor Ryan Simpson

Address: 242 Vilas Street

Parcel Number: 009191

Legal Description: Lots 24 and 25, Block 6, Original Addition

Zoning: Residential

PROJECT DESCRIPTION

The project consists of installation of a new water line from the curb to the house. The line is approximately 50 feet and more than 1” in diameter. The installer inserted tracer wire as per code and accordance with standard plumbing practices. The existing water line is abandoned and not removed. Apparently, there were leaks. No work to the sewer lines. This project is completed and this permit is post- installation. The applicant has consulted with the town engineer.

RECOMMENDATION

1. The applicant should work with the engineer on contamination prevention.

2. A pressure reading at a hydrant nearby should be taken and sent to the Town Engineer to verify that we have enough positive pressure in the water main.
3. Staff recommends approval.

Town of Hermosa

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

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

Email: town@hermosasd.com

Is Property in the Flood Plain? ___ Yes ___ No Zoning District 21

IF YES – YOU NEED A FLOODPLAIN DEVELOPMENT PERMIT

DIGGING/GRADING PERMIT

DATE 4-10-26

PERMIT # 2026-16

Receipt # 981367 Cash _____ Check # 656 Amount \$50⁰⁰ (\$50.00) up to 100CY
\$20.00 each additional 100 CY

Name Ray Weller Lot Address 242 Vilas St.
Mailing Address PO Box 213 Hermosa Email 1849 packet@gmail.com
Legal Description _____
Telephone # (605) 209-3945 Cellphone # same
*Contractor _____ Phone# _____

*Contractors must all be registered with the Town of Hermosa

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

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

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

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

Quantity of Grading or Excavation: 460 Cubic Yards Area to be disturbed by proposed work: 0.2 acres.

Identify types of erosion control to be applied: _____

Source/Destination of materials: All soil is back-filled

Provide traffic control per Manual on Uniform Traffic Control Devices.

Hard route: _____

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

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

Stormwater permit application attached. _____ Yes _____ No _____ N/A

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

Relationship to Property: X Owner _____ Contractor _____ Owners Representative

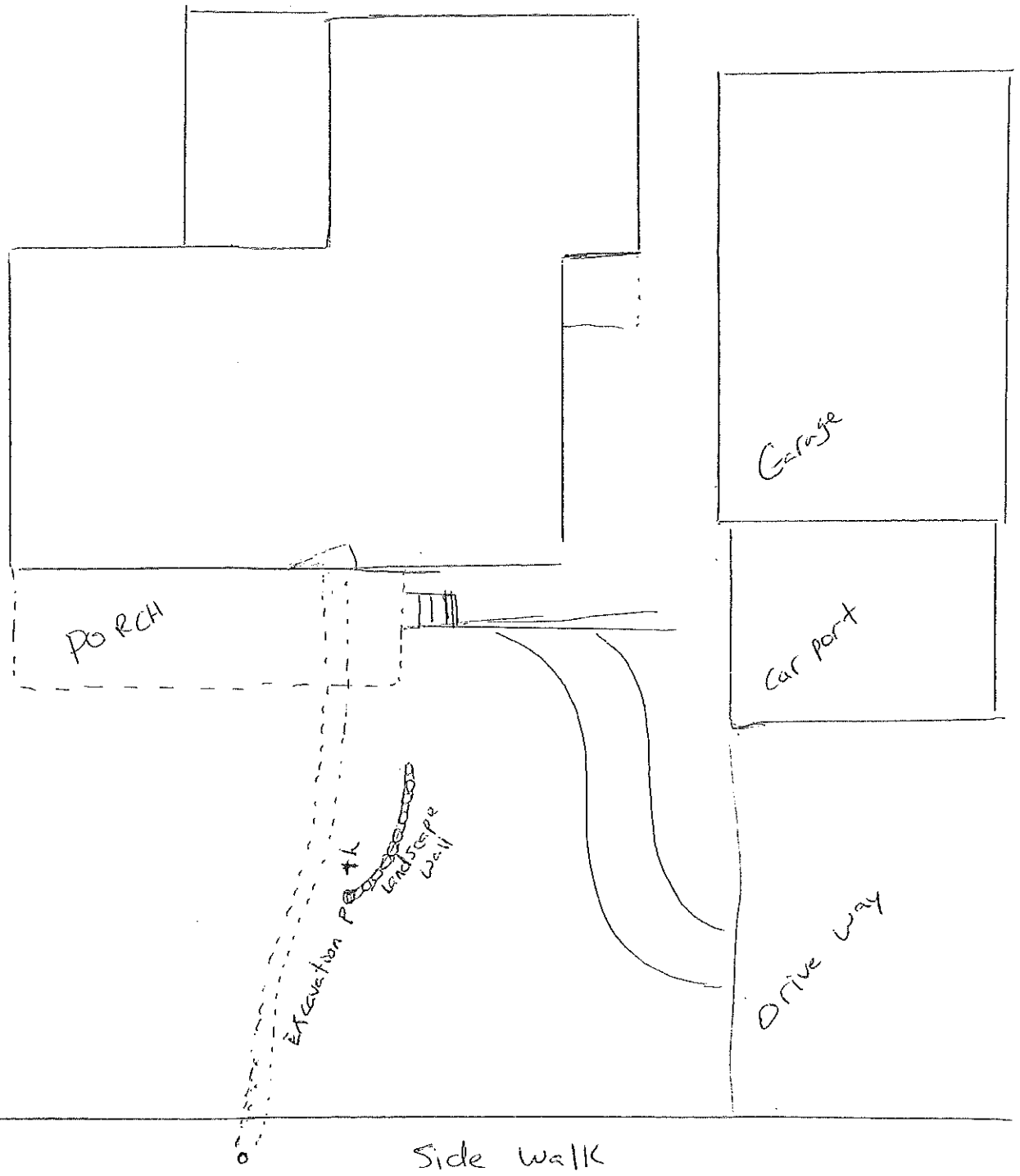
I certify that I have read and understand and agree to all terms and conditions set forth herein this entire document. I

specifically understand that by signing this document I agree to be jointly and severally responsible, personally, and for any and all work done under this permit. This permit will expire one year from date of issuance.

X Ray Weller
Signature _____ Date _____

PLANNING COMMISSION		HERMOSA BOARD OF TRUSTEES	
<input type="checkbox"/> Approved	<input type="checkbox"/> Denied	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
NAME: _____	NAME: _____	NAME: _____	NAME: _____
TITLE: _____	TITLE: _____	TITLE: _____	TITLE: _____
SIGNATURE: _____	SIGNATURE: _____	SIGNATURE: _____	SIGNATURE: _____
DATE: _____	DATE: _____	DATE: _____	DATE: _____
APPLICATION FEE: \$50.00	DATE PAID: _____	DATE PERMIT ISSUED: _____	

Parcel # 009191 OFFICE USE ONLY



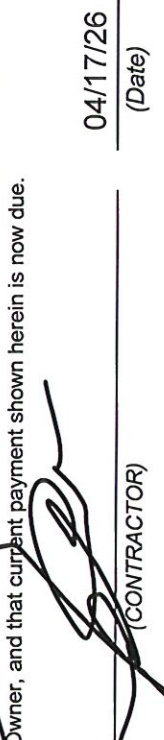
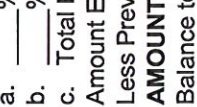
CONTRACTOR'S APPLICATION AND CERTIFICATION FOR PAYMENT NO. 6

To (Owner): Town of Hermosa	From (Contractor): Conifer Construction LLC	Application Date:
Address: PO BOX 298	Address: 22865 S Rochford Rd	Application Period:
Hermosa, SD 57744	Hill City SD 57745	Via (Engineer):
Owner's Contract No.:	Project: Town of Hermosa - WWTP	Engineer's Project N

CHANGE ORDER SUMMARY		
Approved Change Orders		
Number	Ad itions	eductions
Totals		

- Original Contract..... **\$149,212.00**
- Net change by Change Orders..... **\$0**
- Current Contract Price (Line 1 + 2)..... **\$149,212.00**
- Total Completed and Stored to Date..... **\$149,212.00**
(Column G on Progress Estimate)
- Retainage:
 - % of Completed Work.....
 - % of Stored Materials.....
 - Total Retainage (Line 5.a + Line 5.b)..... **\$0**
- Amount Eligible to Date (Line 4 - Line 5.c)..... **\$149,212.00**
- Less Previous Payments (Line 6 from prior Application)..... **\$134,290.80**
- AMOUNT DUE THIS APPLICATION..... \$149,212.00**
- Balance to Finish (Line 3 less Line 6)..... **\$0**

Net Change by Change Orders _____

<p>CONTRACTOR'S CERTIFICATION</p> <p>The undersigned Contractor certifies that to the best of his knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificate for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.</p> <p align="right">  _____ (CONTRACTOR) (Corporate Seal) </p>	<p>AMOUNT CERTIFIED: \$14,921.20</p> <p>Payment is recommended by:  (ENGINEER) 4/17/26 (D)</p> <p>Payment is approved by: _____ (OWNER) (D)</p> <p>Payment is approved by: _____ (FUNDING AGENCY - if applicable) (D)</p>
---	--

State of: South Dakota
 Subscribed and sworn to before me
 this ____ day of _____, 20____.

Notary Public: _____
 My Commission expires: _____

9F

11A

Terri Cornelison

From: Patterson, Preston <Preston.Patterson@state.sd.us>
Sent: Friday, April 17, 2026 10:54 AM
To: Terri Cornelison
Cc: dmoferguson@gmail.com
Subject: New-Signed Electrical User Agreement
Attachments: Electrical Use Agreement, City of Hermosa.pdf

Terri and Donna,

Sorry for the hassle on having to reach back out to ask this question. We were out at the Hermosa camera site earlier this week and determined that the electrical panel/power at the original site is not going to be suitable for our camera needs. Matter fact, I have a feeling that the VFW actually pays the power at that light pole site, which I may be wrong on that one. Regardless, we have determined that we need a different site. We picked out a metal light pole at the intersection of HWY 40 and Ferguson Street that would be more suitable for our needs. I tested the power at this site and know it would support the equipment.

The big question for you guys, I am assuming we would have to re-sign the electrical use agreement as the prior one had the old location? If that is the case, I have attached a new one.

I hope this isn't too much of a hassle.

Thanks.

Preston Patterson
Supervisory Special Agent, Technical Services Unit
South Dakota Division of Criminal Investigation
(605) 201-1175 (Cell)





STATE OF SOUTH DAKOTA
DIVISION OF CRIMINAL INVESTIGATION
OFFICE OF ATTORNEY GENERAL
GEORGE S. MICKELSON CRIMINAL JUSTICE CENTER
1302 EAST HIGHWAY 14, SUITE 5
PIERRE, SOUTH DAKOTA 57501-8505
PHONE (605) 773-3331
FAX (605) 773-4629

MARTY J. JACKLEY
ATTORNEY GENERAL

Law Enforcement Training
State Forensic Laboratory

**Electricity License Agreement
for Implementation and use of Camera Technology**

This License Agreement ("Agreement") is entered into as of 4/17/2026, by and between:
City of Hermosa, 208 Main Street, Hermosa, SD ("Licensor"), and the South Dakota Division of Criminal Investigation ("DCI" or "Licensee"), an agency of the State of South Dakota.

1. Purpose

This Agreement specifically grants license to DCI to access and use existing electrical infrastructure and electricity owned, maintained, controlled, leased, subleased (or any iteration thereof), or operated by the Licensor. DCI will use the license granted by this Agreement to install, operate, maintain, and use camera technology on property owned by the South Dakota Department of Transportation (SDDOT), subject to all required SDDOT permits.

2. Grant of Use

Licensor grants DCI a non-exclusive, revocable license to access and use the electrical power infrastructure and electricity necessary for the installation and operation of camera equipment.

3. Equipment Location

Equipment shall be installed at the following location(s):

Highway 40 just east of the intersection of Ferguson Street, secured to a metal light pole located on the south edge of the road. Specifically, **Latitude: 43°50'22.67"N, Longitude: 103°11'14.41"W**

4. Equipment Ownership

All DCI equipment, materials, and wiring, including but not limited to cameras and related technology, shall remain the sole property of DCI. No DCI property rights of any kind are transferred to Licensor.

5. Costs of Electricity and Infrastructure Use

Licensor shall provide access to electrical infrastructure and electricity at no cost to DCI. DCI agrees to use power reasonably; electricity use will most likely be a nominal amount.

6. Installation and Maintenance

DCI shall install and maintain equipment professionally, minimizing disruption to Licensor's operations. Installation is limited to two cameras and one control box.

7. Data and Privacy

LICENSOR SHALL HAVE NO ACCESS TO OR CONTROL OVER COLLECTED DATA.

All images, video, and data captured by the camera equipment shall be the sole property of DCI. DCI shall operate the equipment in compliance with applicable agency policies, and in compliance with federal and state laws governing privacy and sensitive law enforcement data.

8. Term and Termination

This Agreement commences on the date last signed below and continues until terminated. Either party may terminate upon 30 days' written notice. Upon termination, DCI shall remove equipment and restore the property to the condition in which it was received, excepting reasonable wear and tear.

9. Liability and Indemnification

Each party is responsible for its own acts to the extent permitted by South Dakota law. The Parties recognize that DCI, as an entity of the State of South Dakota, is entitled to certain immunities under South Dakota law, including but not limited to SDCL Chapters 3-21 and 3-22, and that DCI participates in the Public Entity Pool for Liability agreement

10. Sovereign Immunity

Nothing in this Agreement is intended to constitute a waiver of sovereign immunity by or on behalf of the State of South Dakota, its agencies, officers, or employees.

11. Controlling Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota, without regard to any conflicts of law principles, decisional law, or statutory provision which would require or permit the application of another jurisdiction's substantive law. Venue for any lawsuit pertaining to or affecting this Agreement shall be in the Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

12. Merger

All other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.

13. Entire Agreement

This Agreement constitutes the entire agreement and may only be amended in writing signed by both parties.

Signatures

LICENSOR:

Name: _____ Title: _____ Entity: _____

Signature: _____ Date: _____

DCI:

Name: Preston Patterson Title: Supervisory Special Agent

Signature: Preston Patterson Date: 4/17/26

13A

Claims for approval 04-21-2026

VENDOR	REFERENCE	AMOUNT
COPY COUNTY INC	DOOR KNOCKERS FOR FEMA MEETING - REIMBURSED W/ GRANT	\$ 291.00
CONIFER CONSTRUCTION	WWTP PAYMENT #5 *FINAL*	\$ 13,358.16
LAURA EICKHOFF	REIMBURSEMENT FOR MILAGE - METER READER	\$ 26.13
GOLDEN WEST	MONTHLY SERVICE FEE MARCH 2026	\$ 633.65
HAWKINS	WATER CHEMICALS/TESTING	\$ 657.05
KIEFFER SANITATION	MONTHLY SANITATION FEE MARCH 2026	\$ 4,242.81
MT RUSHMORE TELEPHONE	PHONE/INTERNET - MARSHALL	\$ 9.45
MT RUSHMORE TELEPHONE	PHONE/INTERNET - MAIN LINE	\$ 137.13
MT RUSHMORE TELEPHONE	PHONE/INTERNET - FAX	\$ 57.57
MT RUSHMORE TELEPHONE	PHONE/INTERNET - SECOND LINE	\$ 67.26
MID CONTINENT	WATER /LAGOON TESTING	\$ 3,290.25
NELSONS OIL & GAS	TANK RENT	\$ 36.00
SOUTHERN HILLS LAW	ATTORNEY SERVICES MARCH 2026	\$ 2,475.00
SD 811	MESSAGE FEES/VOICE CHARGES MARCH 2026	\$ 40.32
USPS	PO BOX ANNUAL FEE 2026	\$ 126.00
SD DEPT OF REVENUE	HALF OF MALT BEVERAGE - TW BAR	\$ 150.00
SD DEPT OF REVENUE	HALF OF MALT BEVERAGE - POPS	\$ 150.00
Accounts Payable Total		\$ 25,747.78
Payroll related		
Total Paid On: 4/15/2026		
	Legislative, Financial Administration, Govt Bldgs	\$ 2,347.66
	Water	\$ 324.70
	Sewer	\$ 194.82
	Promoting City/BBB	\$ 88.98
HEALTHY EQUITY	HSA ADMIN FEE	\$ 64.75
EFTPS-ELECTRONIC FEDERAL TAX	FED/FICA TAX-CORRECTION TO BANK REC	\$ 749.56
Payroll Total		\$ 3,770.47
***** REPORT TOTAL *****		\$ 29,518.25

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
A & B BUSINESS EQUIPMENT INC	MONTHLY PRINTER/FAX FEE				
ANTHONY THEODOROU AND COMPANY	WW OPERATIONS SEWER				
CONIFER CONSTRUCTION LLC	WTP CONSTRUCTION PAYMENT #5		13,358.16	801	4/10/26
COPY COUNTY INC	DOOR KNOCKERS FOR FEMA MEETING		291.00	18594	4/21/26
DANR	NDPES SURFACE WATER FEE				
EFTPS-Electronic Federal Tax	FED/FICA TAX		749.56	794	4/15/26
GOLDEN WEST TECHNOLOGIES	MONTHLY SERVICE FEE MARCH 2026		633.65	803	4/21/26
HAWKINS, Inc.	WATER CHEMICALS		657.05	18595	4/21/26
HEALTH EQUITY	HSA	62.50		795	4/15/26
HEALTH EQUITY	HSA ADMIN FEE	2.25	64.75	804	4/21/26
KIEFFER SANITATION	MONTHLY SANITATION FEE MAR2026		4,242.81	805	4/21/26
LAURA EICKHOFF	REMBURSMET MILEAGE, METERREAD		26.13	802	4/21/26
MG OIL	FUEL FOR MARSHAL - SEPT 2025				
ALLIANCE TECHNICAL GROUP LLC	LAGOON TESTING		3,290.25	18596	4/21/26
MT RUSHMORE TELEPHONE	PHONE/INTERNET/MARSHALL	9.45		806	4/21/26
MT RUSHMORE TELEPHONE	PHONE/INTERNET/MAINLINE	137.13		807	4/21/26
MT RUSHMORE TELEPHONE	PHONE/INTERNET/FAX	57.57		808	4/21/26
MT RUSHMORE TELEPHONE	PHONE/INTERNET/SECOND LINE	67.26	271.41	809	4/21/26
Nelson's Oil & Gas Inc.	TANK RENT		36.00	18597	4/21/26
SD DEPT OF REVENUE	HALF MALT BEV. FEE POPS		300.00	18598	4/21/26
SILVERSMITH DATA	SOFTWARE INTEGRATION/SETUP				
SOUTH DAKOTA 811	MESSAGE FEES/VOICE CHARGES MAR		40.32	18599	4/21/26
SOUTHERN HILLS LAW PLLC	ATTORNEY SERVICES MARCH 2026		2,475.00	810	4/21/26
US POSTAL SERVICE	ANNUAL PO BOX FEE 2026		126.00	18600	4/21/26

Accounts Payable Total 26,562.09

Utility Refund Checks

Refund Checks Total

Payroll Checks

101	GENERAL	2,347.66
211	BBB GROSS RECEIPTS TAX	88.98
602	WATER	324.70
604	SEWER	194.82

Total Paid On: 4/15/26 2,956.16

Total Payroll Paid 2,956.16

Report Total 29,518.25

CLAIMS REPORT
CLAIMS FUND SUMMARY

FUND	NAME	AMOUNT
101	GENERAL	11,094.00
211	BBB GROSS RECEIPTS TAX	109.29
272	FEMA/CONSTRUCTION	291.00
602	WATER	1,335.30
604	SEWER	16,688.66

	TOTAL FUNDS	29,518.25

14A

	REVENUES-APR 2026	REVENUE -YEAR TO DATE	2025 BUDGET
GENERAL FUND	\$ 6,953.12	\$ 117,092.04	\$ 480,439.00
		\$ 117,092.04	
BBB FUND	\$ 7.09	\$ 4,318.58	\$ 18,000.00
FEMA	\$ -	\$ 51,501.71	\$ -
TIF FUND	\$ -	\$ 920.63	\$ 18,000.00
WATER FUND	\$ 11,274.16	\$ 62,128.19	\$ 238,100.00
SEWER FUND	\$ 30,812.92	\$ 501,051.25	\$ 601,366.00

GENERAL FUND	EXPENSES-APR 2026	EXPENSES-YEAR TO DATE	2025 BUDGET
BOT	\$ 1,048.67	\$ 7,816.67	\$ 36,900.00
ELECTION	\$ -	\$ 624.58	\$ 3,320.00
FINANCE OFFICE	\$ 6,904.37	\$ 43,881.79	\$ 151,707.00
ATTORNEY	\$ 7,425.00	\$ 15,030.00	\$ 24,000.00
CUSTODIAN	\$ 81.81	\$ 413.58	\$ 4,759.00
ENGINEER	\$ -	\$ 12,572.50	\$ 25,000.00
LAW ENFORCEME	\$ 2,444.50	\$ 12,950.57	\$ 74,302.00
INSPECTIONS	\$ -	\$ -	\$ -
STREETS	\$ 1,488.40	\$ 5,446.56	\$ 78,951.00
GARBAGE	\$ 4,242.81	\$ 17,444.19	\$ 61,500.00
P & Z	\$ 2,345.00	\$ 7,905.00	\$ 20,000.00
TOTAL GENERAL	\$ 25,980.56	\$ 124,085.44	\$ 480,439.00
BBB	\$ 116.13	\$ 6,702.14	\$ 18,000.00

FEMA	\$	30,601.00	\$	82,102.71	\$	-
TIF			\$	53,186.92	\$	18,000.00
WATER	\$	44,174.17	\$	98,962.37	\$	238,100.00
SEWER	\$	30,948.60	\$	49,805.83	\$	601,366.00

NET PROFIT/LOSS

GENERAL	\$	(19,027.44)	\$	(6,993.40)
BBB	\$	(109.04)	\$	(2,383.56)
FEMA		(30,601.00)		(30,601.00)
TIF	\$	-	\$	(52,266.29)
WATER	\$	(32,900.01)	\$	(36,834.18)
SEWER	\$	(135.68)	\$	451,245.42

BALANCE AS OF 04/21/2026

BANKWEST CHECKING	\$	1,339,827.85
SD FIT INVESTMENT	\$	160,598.53
1ST NATIONAL BANK CD	\$	140,501.08
TOTAL	\$	1,640,927.46

14C

Select the Municipal Name:

HERMOSA

Select the year end date:

December 31, 2025

MUNICIPALITY OF HERMOSA
 STATEMENT OF FUND CASH BALANCES
 ALL FUNDS
 December 31, 2025

	General Fund		BBB Fund		TIF Fund		Other Governmental Funds		Enterprise Funds			Total
	Fund		Fund		Fund		Fund		Fund		Fund	
Cash Assets:												
Cash in Checking Accounts	211,871.00		118,421.00		294,947.00				766,401.00	(233,208.00)		1,158,432.00
Change and Petty Cash	229.00											229.00
Passbook Savings								140,501.00				0.00
Savings Certificates								30,877.00		67,119.00		140,501.00
SD FIT	61,283.00											159,279.00
												0.00
												0.00
101 FUND CASH BALANCES	273,383.00		118,421.00		294,947.00		0.00	937,779.00	(166,089.00)	0.00	0.00	1,458,441.00

Municipal funds are deposited or invested with the following depositories:

BankWest Checking Account	1,222,049.65
First National Bank CD	140,501.08
SD FIT	159,278.43
	<u>1,521,829.16</u>

MUNICIPALITY OF HERMOSA
STATEMENT OF RECEIPTS, DISBURSEMENTS AND CHANGES IN FUND CASH BALANCES
ALL FUNDS
For the Year Ended December 31, 2025

	Enterprise Funds						Total
	General Fund	BBB Fund	TIF Fund	Governmental Funds	Water Fund	Sewer Fund	
Receipts (Source):							
311 Property Taxes	73,919.00		152,719.00				226,638.00
313 Sales Tax	338,265.00	28,051.00					366,316.00
311-319 Other Taxes	1,255.00						1,255.00
320 Licenses and Permits	6,870.00						6,870.00
331 Federal Grants							0.00
335.1 Bank Franchise Tax	153.00						153.00
335.2 Prorate License Fees	2,551.00						2,551.00
335.3 Liquor Tax Reversion							0.00
335.4 Motor Vehicle Licenses (5%)							0.00
335.6 Fire Insurance Premium Reversion							0.00
335.8 Local Government Highway and Bridge Fund							0.00
338.1 County Road Tax (25%)	12,772.00						12,772.00
338.2 County Highway and Bridge Reserve Tax (25%)	3,400.00						3,400.00
338.3 County Wheel Tax							0.00
331-339 Other Intergovernmental Revenue	1,404.00						1,404.00
341-349 Charges for Goods and Services							0.00
351-359 Fines and Forfeits							0.00
361 Investment Earnings	18,859.00						18,859.00
362 Rentals	1,003.00						1,003.00
363-369 Other Revenues	102,341.00						102,341.00
ENTERPRISE FUNDS							
330 Operating Grants					21,994.00	875,879.00	897,873.00
371 Surcharge as Security of Debt					5,120.00	39,183.00	44,303.00
372-389 Enterprise Operating Revenue (380)					202,788.00	120,187.00	322,975.00
380.05 Lottery Revenues							0.00
Total Receipts	562,792.00	28,051.00	152,719.00	0.00	229,902.00	1,035,249.00	2,008,713.00
Disbursements (Function):							
411-419 General Government	521,481.00						521,481.00
421 Police	30,671.00						30,671.00
422 Fire							0.00
423-429 Other Public Safety	336.00						336.00
431 Highways and Streets	51,283.00						51,283.00
432 Sanitation	57,067.00						57,067.00
437 Cemeteries							0.00
433-439 Other Public Works							0.00
441-449 Health and Welfare							0.00
451-459 Culture-Recreation							0.00
461-469 Conservation and Development							0.00
470 Debt Service		1,737.00					1,737.00
480 Intergovernmental Expenditures			117,961.00				117,961.00
490-493 Miscellaneous							0.00

MUNICIPALITY OF HERMOSA
STATEMENT OF RECEIPTS, DISBURSEMENTS AND CHANGES IN FUND CASH BALANCES
ALL FUNDS
For the Year Ended December 31, 2025

	General Fund	BBB Fund	TIF Fund	Other Governmental Funds			Enterprise Funds			Total
				Water Fund	Sewer Fund	Other Funds	Water Fund	Sewer Fund	Other Funds	
ENTERPRISE FUNDS										
410 Personal Services				179,288.00	1,550,610.00					0.00
420 Other Expenses										1,729,898.00
426 Supplies and Materials										0.00
Total Disbursements	660,838.00	1,737.00	117,961.00	179,288.00	1,550,610.00	0.00	0.00	0.00	0.00	2,510,434.00
391.01 Transfers In										0.00
511 Transfers Out										0.00
391.03 Sale of Municipal Property										0.00
391.04 Compensation for Loss or Damage to Capital Assets										0.00
391.2 Money Received From Borrowing										0.00
391.07 Capital Contributions (Grants)										0.00
430 Capital Assets										0.00
441 Debt Service-Principal										0.00
442 Debt Service-Interest										0.00
Subtotal of Receipts, Disbursements and Transfers	(98,046.00)	26,314.00	34,758.00	50,614.00	(515,361.00)	0.00	0.00	0.00	0.00	(501,721.00)
Fund Cash Balance-beginning, as previously reported	371,429.00	92,107.00	260,189.00	887,165.00	349,272.00	0.00	0.00	0.00	0.00	1,960,162.00
Restatement due to:										
_____										0.00
_____										0.00
_____										0.00
Fund Cash Balance- beginning, as restated	371,429.00	92,107.00	260,189.00	887,165.00	349,272.00	0.00	0.00	0.00	0.00	1,960,162.00
FUND CASH BALANCE, December 31, 2025	273,383.00	118,421.00	294,947.00	937,779.00	(166,089.00)	0.00	0.00	0.00	0.00	1,458,441.00
Do amounts equal Exhibit 1 Fund Cash Balance?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes

14D

SOUTH DAKOTA MUNICIPAL LEAGUE

EVENT CONFIRMATION

Event Information	
Name of Event	Budget Training, Rapid City
Date/Time	Wednesday, June 17 9:30 am - 2 pm MT
Location	DoubleTree by Hilton Rapid City Downtown Convention Center, Salon ABD 505 N. 5th Street Rapid City, SD 57701
Contact	SDML Events Team (info@sdmunicipalleague.org)

Attendee/Guest Information			
Name	Terri Cornellison	Date Registered	4/13/2026
Registration ID/Badge #	30573204	Number Attending	2
Additional Attendees	Brylee Camire		
Professional Title	Finance Officer		
Email Address *	terri@hermosasd.com		
Phone *	255-4291		
Organization *	Hermosa		
Dietary Restrictions			



— SOUTH DAKOTA —
MUNICIPAL LEAGUE

South Dakota Municipal League

208 Island Drive
 Fort Pierre, SD 57532
 Ph 605-224-8654 | Fax 605-224-8655
 sdmunicipalleague.org

Invoice

Date	PO	Invoice #
4/13/2026		200004608

Paying by check: Please consult the item description below. If your order is for one of the League's affiliate organizations, (<https://sdmunicipalleague.org/page/Affiliates-Landing>) please make the check out to "SDML Affiliates." Mail in care of the South Dakota Municipal League.

Combining Payments: You can pay multiple SDML invoices with one check. You can pay multiple affiliate invoices with one check. You can not combine SDML and Affiliate payments; they must be on separate checks.

Bill To
City of Hermosa Hermosa PO Box 298 230 Main Street Hermosa, SD 57744 United States

Ship To
Terri Cornelison Hermosa 230 Main St PO Box 298 Hermosa, SD 57744 United States

Terms	Due Date
Due on receipt	4/13/2026

Date	Qty	Description	Price	Totals
4/13/2026	1	Budget Training, Rapid City - Terri Cornelison	\$48.00	\$48.00
4/13/2026	1	↳ Discount (Early Bird)	(\$8.00)	(\$8.00)
4/13/2026	1	Budget Training, Rapid City - Brylee Camire	\$48.00	\$48.00

4/13/2026	1	↳ Discount (Early Bird)	(\$8.00)	(\$8.00)
		Sub-Total		\$80.00
		Total		\$80.00
		Balance Due		\$80.00

16A

Bonnie Morelli, Margaret Hepker

259 Donna Street
Hermosa, SD 57744
(605) 863-1198
summerkaelin@gmail.com

April 5, 2026

Hermosa Board of Trustees
230 Main Street
Hermosa, SD

To Whom it May Concern:

The town has informed us of our upcoming relicensing of Banks and of Azul- our dogs. In the reminder letter, there is a statement that we need to vaccinate our dogs against rabies.

We do not believe we should revaccinate since the innate immune system recognizes virus/ bacteria for the rest of the life of (anyone who) has been exposed. Also, we have reason to believe these vaccines contain poisons- we do not wish to expose our pets to that. (There is a bylaw in Hermosa that states it is illegal to poison animals in this town (Ord. 90.11 passed 12-15-2020).)

You will find informational literature that backs up our position that these vaccines are toxic. As our pets have been vaccinated in the past, we believe they're resistant for life.

Best regards,

Bonnie Morelli

Margaret Hep

del

Bonnie Morelli, Margaret Hepker
Residents of Hermosa



AI Overview

IMRAB rabies vaccines (IMRAB 1, IMRAB 3, and TF versions) are inactivated virus vaccines used for animals, containing the Pasteur strain of the rabies virus, an adjuvant to enhance immune response, and gentamicin as a preservative. "TF" versions (Thimerosal-Free) omit the mercury-based preservative found in standard versions. hP HardyPaw +4

Key Components:

- **Active Ingredient:** Inactivated (killed) Rabies Virus (Pasteur strain).
- **Adjuvant:** Included to stimulate a stronger immune response.
- **Preservatives/Antibiotics:** Gentamicin is used in both standard and TF versions.
- **Thimerosal:** Present in standard IMRAB 1 and IMRAB 3 vaccines.
- **Thimerosal-Free (TF):** IMRAB 3 TF and IMRAB 1 TF do not contain thimerosal. Boehringer Ingelheim Animal Health +8

Common Ingredients & Characteristics:

- **Formulation:** Inactivated/killed virus vaccine.
- **Safety:** Some reports suggest that in cats, the administration of certain veterinary biologicals may

IMRAB 3 TF for Animal Use - D Description. Imrab® 3 TF cont virus strain that is used in the

Drugs.com

IMRAB 1 Rabies Vaccine for Dogs & Cats| 10ML -... Protect Your Pets Against Rabies Imrab 1 Year Rabies...

HardyPaw

IMRAB 1 TF Rabies Vaccine for Dogs & Cats - 1-Year... This information does not constitute medical advice or...

HardyPaw

Show all

induce the development of injection site fibrosarcomas.

- **Usage:** For use in dogs, cats, ferrets, and sometimes livestock (depending on the specific product). [🌐 Drugs.com +2](#)

Always consult a veterinarian regarding vaccine choices and potential side effects, which can include lethargy or fever. [🌐 Drugs.com](#)

Dive deeper in AI Mode

This is for informational purposes only. For medical advice or diagnosis, consult a professional. AI responses may include mistakes. [Learn more](#)



Boehringer Ingelheim

<https://animalhealth.boehringer-ingelheim.com> › products



IMRAB® 3 & IMRAB® 3 TF Rabies Virus Vaccines

IMRAB® 3 and IMRAB® 3 TF contain the same virus strain that is used in the Pasteur Merieux Connaught human rabies vaccine. The virus is grown in a stable ... [Read more](#)

People also ask

Does the Imrab rabies vaccine contain mercury? ▼

What type of vaccine is Imrab? ▼

Is Imrab rabies thimerosal-free? ▼

What are the ingredients in the rabies vaccine? ▼

Nobivac Rabies is an inactivated (killed) virus vaccine, typically utilizing the Pasteur RIV strain grown in cell culture to induce immunity against rabies in dogs, cats, and other species. Key ingredients include the inactivated virus, an adjuvant for enhanced immune response, and preservatives. 🍷 Animeal +3

Active Ingredient

- **Inactivated Rabies Virus (Strain Pasteur RIV):** ≥ 2 IU per dose. 🌐 [vetisearch.co.uk](https://www.vetisearch.co.uk) +1

Adjuvant

- **Aluminium Phosphate/Hydroxide:** Used to boost the immune system's response to the vaccine. 🍷 Animeal +2

Preservatives & Excipients 🌐

- **Thiomersal:** A mercury-containing preservative.
- **Gentamicin:** Often used in trace amounts as an antibiotic during manufacturing.
- **Buffer solutions:** Including disodium hydrogen phosphate dihydrate and sodium dihydrogen phosphate dihydrate, along with water for injections. 🍷 Animeal +4

Note: Always consult with a veterinarian regarding vaccine components, especially if your pet has known allergies. 🌐

Dive deeper in AI Mode

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Nobivac Rabies - MSD Animal Health Middle East

Your medical provider can give guidance on what is bes..

🌐 MSD Animal Health Mid... 🌐

NOBIVAC RABIES [10 ML] - Upto 15% Off - Animeal

The vaccine is made using advanced cell culture...

🍷 Animeal 🌐

Nobivac Rabies vet. - VETiSearch

Dispensing. POM-V - Prescription Only Medicine -...

🌐 [vetisearch.co.uk](https://www.vetisearch.co.uk) 🌐

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AI Overview



Vanguard® Rabies vaccines (1 or 3-year) by Zoetis are inactivated (killed virus) vaccines for dogs, cats, and other animals. They contain a highly immunogenic, fixed strain of rabies virus (Pasteur strain), aluminum hydroxide as an adjuvant to enhance immunity, and preservatives like gentamicin and thimerosal.

Zoetis US +2

Vanguard Rabies 3 Year - Covetrus

Vanguard® Rabies is for vaccination of healthy dogs,...



Covetrus North America

Vanguard Rabies 3 Year Iniectionable for Animal

Key Components and Ingredients

- **Active Ingredient:** Chemically inactivated rabies virus (grown in cell culture).
- **Adjuvant:** Aluminum hydroxide gel is used to enhance the immune response.
- **Preservatives:** Gentamicin and thimerosal (merthiolate) are included as preservatives.
- **Stabilizers/Diluents:** The vaccine is formulated to be highly stable and often includes a dual-buffering system to maintain a safe, neutral pH. [Zoetis US +4](#)

Important Notes

- **Storage:** Keep at 2°-8°C (35°-46°F); do not freeze.
- **Administration:** Typically 1 mL subcutaneous injection.
- **Usage:** For healthy animals 3 months of age or older.
- **Adverse Reactions:** As with many vaccines, anaphylaxis may occur. [Zoetis US +2](#)

This information refers to the Vanguard Rabies 1-year and 3-year vaccine formulations. [Drugs.com](#)

Vanguard-Rabies-1-SDS.pdf - Zoetis

Use - Drugs.com

The vaccine is prepared from a highly immunogenic, fixed strain of rabies virus...

[Drugs.com](#)

Vanguard-Rabies-1-SDS.pdf - Zoetis

Direct contact with eyes may cause temporary irritation. In the event of...

[Zoetis US](#)

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Dive deeper in AI Mode

This is for informational purposes only. For medical advice or diagnosis, consult a professional. AI responses may include mistakes. [Learn more](#)



Zoetis US

<https://www.zoetisus.com> › products › Documents



Vanguard-Rabies-3-SDS.pdf

Composition/information on ingredients. Mixtures. Chemical name. Aluminum hydroxide gel. Material name: Rabies Vaccine, Killed Virus. Version #: 04 Revision ... [Read more](#)



gentamicin

Medical Reviewer: [Sarfaroj Khan, BHMS, PGD Health Operations](#)

Uses Warnings Side Effects Dosage Overdose
Drug Interactions Pregnancy & Breastfeeding What Else to Know

Generic Name: gentamicin

Brand Name: Garamycin (discontinued brand)

Drug Class: Aminoglycosides

What is gentamicin, and what is it used for?

Gentamicin is a broad-spectrum antibiotic used to prevent and treat many types of bacterial infections. Gentamicin is typically administered as intravenous or intramuscular injections for serious systemic infections. Gentamicin is also used as topical and ophthalmic formulations.

Gentamicin is effective against most gram-negative bacteria and staphylococcus species of gram-positive bacteria. Gram-negative and gram-positive bacteria are structurally different, and the types are identified by whether the bacteria get dyed or not in the Gram stain lab test.

Gentamicin enters into the bacterial cell, binds to the bacterial ribosomes (cellular particles that synthesize proteins) and interferes with the protein synthesis necessary for bacterial growth. This results in damage to the bacterial protein and cell membrane, resulting in its death.

Gentamicin is FDA-approved for use in the treatment of susceptible bacterial infections in adult and pediatric patients.

Off-label gentamicin uses in adults include the following:

- Prophylaxis for surgical infections (adults and children)
- Infective endocarditis (infection/inflammation of endocardium, heart's inner lining)
- Infections in cystic fibrosis (a genetic disorder that affects fluid-secreting cells)
- Pelvic inflammatory disease
- Plague (*Yersinia pestis*)

Organisms susceptible to cefpodoxime include:

- Gram-positive bacteria:
- *Staphylococcus* species

Gram-negative bacteria:

- *Citrobacter* species
- *Enterobacter* species
- *Escherichia coli*
- *Klebsiella* species
- *Proteus* species
- *Serratia* species
- *Pseudomonas aeruginosa*

Warnings

- Do not use in patients with previous aminoglycoside toxicity or hypersensitivity
- Monitor patients closely for toxicity (nephrotoxicity and neurotoxicity)
- Gentamicin can cause damage to the kidney. The risk of nephrotoxicity is

higher in patients undergoing high dosage prolonged therapy and in patients with impaired renal function

- **Gentamicin is neurotoxic and can cause hearing loss and balance problems** (ototoxicity). The risk of ototoxicity is higher in patients undergoing high dosage prolonged therapy and in patients with impaired renal function
- Use with caution in premature infants and newborn babies because the kidneys are not fully developed, which can prolong the serum half-life of the drug
- **Neuromuscular blockade and respiratory paralysis have been reported** following the use of aminoglycosides, especially when given soon after anesthesia or muscle relaxants; if blockage occurs, calcium salts may reverse these effects, but mechanical respiratory assistance may be necessary
- Avoid concurrent use with other neurotoxic or nephrotoxic drugs such as amikacin, streptomycin, neomycin, kanamycin, paromomycin
- Cumulative listing of drugs to avoid from all aminoglycosides include amphotericin B, bacitracin, cephaloridine, cisplatin, colistin, polymyxin B, vancomycin, and viomycin
- Avoid use of potent diuretics such as ethacrynic acid, furosemide because they increase the risk of ototoxicity; when administered intravenously, diuretics may enhance aminoglycoside toxicity by altering antibiotic concentrations in serum and tissue

What are the side effects of gentamicin?

Common side effects of gentamicin may include:

- **Nephrotoxicity:**

- Reduced urine output
- Kidney damage with reduced creatinine clearance
- Kidney damage when lowest drug concentration (trough) level exceeds 2 mg/L
- **Neurotoxicity:**
 - Vertigo
 - Dizziness
 - Hearing loss
 - Ringing in the ears (tinnitus)
 - Balance problems (vestibular)
 - Impaired coordination, balance and speech (ataxia)
 - Gait instability
- **Skin reactions including**
 - Swelling (edema)
 - Rash
 - Itching
- **Injection site reactions including:**
 - Pain
 - Irritation
 - Redness (erythema)
- **Less common side effects of gentamicin may include:**
 - Nausea
 - Vomiting
 - Loss of appetite (anorexia)
 - Weight loss
 - Increased salivation
 - Inflammation of the intestines (enterocolitis)
 - Allergic reaction

- Light sensitivity (photosensitivity)
- Redness of skin (erythema)
- Burning
- Stinging
- Headache
- Drowsiness (somnolence)
- Increase in intracranial pressure (pseudotumor cerebri)
- Elevated liver enzymes
- Low levels of white blood cells (granulocytopenia/agranulocytosis)
- Low platelet levels (thrombocytopenia)
- Shortness of breath (dyspnea)
- Tremors
- Muscle cramps
- Weakness

This is not a complete list of all side effects or adverse reactions that may occur from the use of this drug. Call your doctor for medical advice about serious side effects or adverse reactions. You may also report side effects or health problems to the FDA at 1-800-FDA-1088.



— SLIDESHOW —

Bacterial Infections 101: Types, Symptoms, and Treatments

See Slideshow



What are the dosages of gentamicin?

Injectable solution

- 10 mg/ml
- 40 mg/ml

Adult

Susceptible Infections

Conventional dosing

- 3-5 mg/kg/day intravenously/intramuscularly (IV/IM) divided every 8 hours

Extended dosing interval (every 24 hours or more)

- Initial: 4-7 mg/kg/dose IV once/day
- Base dose on lean body weight
- Subsequent doses: Consult pharmacist

Surgical Infection Prophylaxis (Off-label)

- 5 mg/kg IV as single dose 1 hour prior to surgical incision; alternatively, 1.5 mg/kg IV as single dose for gynecology procedures

Infective Endocarditis Treatment (Off-label)

Enterococcus (native or prosthetic valve); Off-label dose

- 3 mg/kg/day IV/IM divided every 8 hour for 4-6 weeks in combination with a beta-lactam and for 6 weeks when administered with vancomycin
- Organism sensitivity testing should determine choice of concomitant antibiotic and treatment duration

S. aureus (prosthetic valve; methicillin susceptible or resistant); Off-label dose

- 3 mg/kg/day IV/IM divided every 8-12 hour for 3-5 days for native valve infections or for 2 weeks for prosthetic valve infections in combination with other antibiotics
- Organism sensitivity testing should determine choice of concomitant antibiotic

Viridans group streptococcus and *S. bovis* (native or prosthetic valve); Off-label use

- 3 mg/kg/day IV/IM every day (preferred) or divided every 8 hour for 2 weeks for native or prosthetic valve infections or for 6 weeks for prosthetic valve infections with relatively or fully resistant strains in combination with other antibiotic
- Organism sensitivity testing and source of infection should determine choice of concomitant antibiotic

Cystic Fibrosis (Off-label)

- 7.5-10.5 mg/kg/day intravenously/intramuscularly (IV/IM) divided every 8 hours

Pelvic Inflammatory Disease (Off-label)

- Loading dose: 2 mg/kg intravenously or intramuscularly (IV or IM)
- Maintenance dose: 1.5 mg/kg IV or IM every 8 hours
- May initiate transition from parenteral to oral therapy of either oral doxycycline or oral clindamycin within 24-48 hours of clinical improvement for total treatment duration of 14 days

Plague (*Yersinia pestis*) Treatment (Off-label)

- 5 mg/kg IV/IM every day for 10 days or 2 mg/kg IV/IM loading dose; then 1.7

mg/kg/dose IV/IM every 8 hour for 10-14 days or until 2 days after patient has no fever (afebrile); doxycycline, ciprofloxacin, or chloramphenicol could be used as third-line alternatives

Dosing Considerations

- Gentamicin may be given intravenously/intramuscularly (IV/IM)
- Dosing regimens are numerous and are adjusted based on CrCl and changes in the volume of distribution, as well as on the body space where the distribution of the agent will occur
- Monitor peak (4-12 mg/L) and trough (1-2 mg/L)
- Monitor renal and auditory function
- Each regimen must be followed by at least trough level drawn on a third or fourth dose, 30 minutes before dosing
- May draw peak level 30 minutes after a 30-minute infusion
- Use ideal body weight for mg/kg/dose; more accurate than total body weight
- Gentamicin is usually the first-line aminoglycoside against infections with gram-negative organisms such as *Pseudomonas aeruginosa*, *Proteus*, *Escherichia coli*, *Klebsiella*, *Enterobacter*, *Serratia*, and *Citrobacter*, as well as against *Staphylococcus* (gram-positive)

Dosing Modifications

Renal impairment

Conventional dosing

- Renally adjusted dose recommendations are based on doses of 1.7 mg/kg/dose every 8 hour or 5-7 mg/kg/dose once daily.
- CrCl more than 50 mL/min: No dosage adjustment necessary
- CrCl 10-50 mL/min: Administer every 12-48 hour
- CrCl less than 10 mL/min: Administer every 48-72 hour

Once daily (interval adjustment of extended interval dosing)

- Adjust doses based on serum concentrations and organism MIC
- CrCl of 60mL/min and above: No dosage adjustment necessary
- CrCl 40-59 mL/min: 5-7 mg/kg IV every 36 hour
- CrCl 20-39 mL/min: 5-7 mg/kg IV every 48 hour
- CrCl less than 20 mL/min: 5-7 mg/kg IV once; monitor serum levels and redose when gentamicin level is <1 mcg/mL

Intermittent hemodialysis

- Administer after hemodialysis on dialysis days
- Dependent on patient's size, site of injection, filter, duration and type of intermittent hemodialysis, it is 30-50% dialyzable
- 1-1.7 mg/kg IV/IM after initial hemodialysis session; serum gentamicin concentrations should guide subsequent dosing
- Dosing dependent on assumption of 3 times/week complete intermittent hemodialysis sessions

Peritoneal dialysis

- Intermittent dosing: 0.6 mg/kg per exchange once daily for anuric patients; 0.75 mg/kg/dose IP for non-anuric patients per day during long dwell periods; depending on infecting organism and patient's clinical status, may treat for 2-3 weeks
- Continuous dosing: 8 mg/L loading dose; followed by 4 mg/L maintenance dose
- Continuous renal replacement therapy
- Drug clearance is highly dependent on method of renal replacement, filter type, and flow rate; close monitoring of pharmacologic response, sign of adverse reactions due to accumulation, and target drug concentration

necessary for appropriate dosing

- 3 mg/kg/day IV/IM divided every 8 hours; may administer up to 5 mg/kg/day IV/IM divided every 6-8 hour in life-threatening infections; peak; adjust dose based on serum concentration monitoring; peak concentration higher than 12 mcg/mL should be avoided

Pediatric

Susceptible infections

Children below 5 years of age

- 2.5 mg/kg/dose IV/IM every 8 hours

Children 5 years of age and above and adolescents

- 2-2.5 mg/kg/dose intravenously/intramuscularly (IV/IM) every 8 hours

Infants under 30 weeks' gestation

- 0-28 days: 2.5 mg/kg/day IV/IM
- More than 28 days: 3 mg/kg/day IV/IM

Infants 30-36 weeks' gestation

- 0-14 days: 3 mg/kg/day IV/IM
- More than 14 days: 5 mg/kg/day IV/IM divided every 12 hours

Infants over 36 weeks' gestation

- 0-7 days: 5 mg/kg/day IV/IM divided every 12 hours
- More than 7 days: 7.5 mg/kg/day IV/IM divided every 8 hours

Surgical Prophylaxis, Preoperative (Off-label use)

- 2.5 mg/kg IV/IM within 60 minutes prior to surgical incision or without antibiotics; procedure dependent
- Dose is based on actual body weight unless it is more than 20% above ideal

body weight; then dosage requirement may best be estimated using a dosing weight of $IBW + 0.4 (TBW - IBW)$

Dosage Modifications

- If GFR is greater than 50 mL/min/1.73m²: No dosage adjustment necessary
- GFR 30-50 mL/min/1.73m²: Administer every 12-18 hour
- GFR 10-29 mL/min/1.73m²: Administer every 18-24 hour
- If GFR is less than 10 mL/min/1.73m² Administer every 48-72 hour

Intermittent hemodialysis

- 2 mg/kg/dose; re-dose as indicated by serum concentration

Peritoneal dialysis

- 2 mg/kg/dose; re-dose as indicated by serum concentration

Continuous renal replacement therapy

- 2-2.5 mg/kg/dose every 12-24 hour; monitor serum concentration

Dosing Considerations

- Monitor peak (4-12 mg/L) and trough (1-2 mg/L)
- Monitor nephrotoxicity, neurotoxicity, and ototoxicity; assess at beginning of therapy and throughout
- Individualization critical due to low therapeutic index
- Use ideal body weight for mg/kg/dose, except in neonates (in whom actual body weight should be used)

Health News

Most People Don't Realize Brain Donation Is Needed to Study Autism

Psychotherapists Often Poorly Trained in Treating Muscle-Linked Disorders in Males

Plastics Chemical Linked to Nearly 2 Million Preterm Births Each Year

Nerve Stimulation Therapy May Ease Fibromyalgia Pain, Fatigue

Weekend Binge Drinking Triples Risk of Permanent Liver Damage

 More Health News »

Overdose

- There is no antidote for gentamicin toxicity.
- In the event of overdose or toxic reactions, gentamicin may be removed from the blood with the aid of hemodialysis, especially if kidney function is compromised.

What drugs interact with gentamicin?

Inform your doctor of all medications you are currently taking, who can advise you on any possible drug interactions. Never begin taking, suddenly discontinue, or change the dosage of any medication without your doctor's recommendation.

- Gentamicin has no known severe interactions with other drugs.
- Gentamicin has serious interactions with at least 26 different drugs.
- Gentamicin has moderate interactions with at least 163 different drugs.
- Gentamicin has mild interactions with at 76 different drugs.

The drug interactions listed above are not all of the possible interactions or adverse effects. For more information on drug interactions, visit the RxList Drug Interaction Checker.

It is important to always tell your doctor, pharmacist, or health care provider of all prescription and over-the-counter medications you use, as well as the dosage for each, and keep a list of the information. Check with your doctor or health care provider if you have any questions about the medication.

Pregnancy and breastfeeding

- Gentamicin can cause fetal harm. Avoid use in pregnant women except in life-threatening situations.
- Gentamicin enters breast milk. Use with caution in breastfeeding women.

What else should I know about gentamicin?

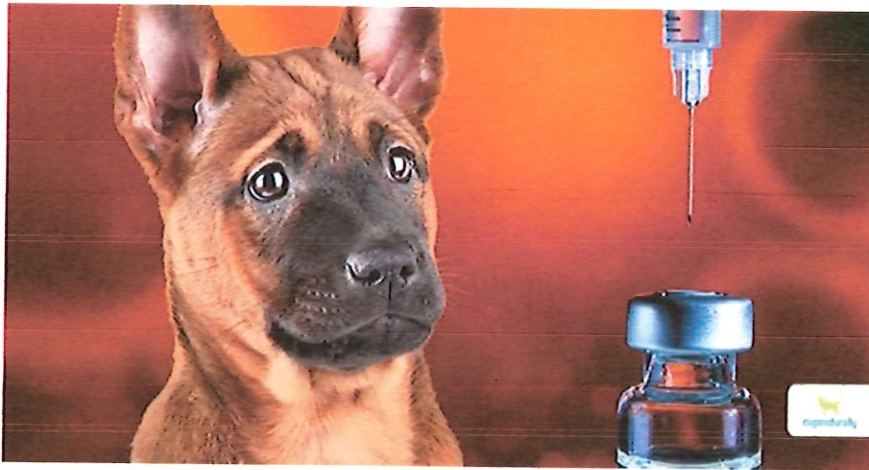
- Gentamicin is not intended for long-term therapy
- Use with caution in patients with:
 - Renal failure (not on dialysis) or impairment
 - Hearing impairment
 - Neuromuscular disorders such as myasthenia gravis
 - Conditions that depress neuromuscular transmission
 - Electrolyte imbalances including low calcium (hypocalcemia), low magnesium (hypomagnesemia), or low potassium (hypokalemia)
- American Heart Association (AHA) Guidelines recommend endocarditis prophylaxis only for high-risk patients

Summary

Gentamicin is a broad-spectrum antibiotic used to prevent and treat many types of bacterial infections, and is typically administered as an injection. Gentamicin is also used to prevent surgical infections, and to treat conditions such as cystic fibrosis, pelvic inflammatory disease, and infective endocarditis. Common side effects of gentamicin may include reduced urine output, kidney damage, vertigo, dizziness, hearing loss, ringing in the ears (tinnitus), balance problems (vestibular), impaired coordination, balance and speech (ataxia), gait instability, skin reactions (swelling, rash, itching), and others.



Harmful Dog Vaccine Ingredients – What You Need To Know



Dee

@Blanco
DVM

(<https://www.dogsnaturallymagazine.com/author/dr-dee-blanco/>)

Last Updated: December 5, 2022



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Ever wonder what's in that harmless-looking tiny bottle your vet injects into your dog?

Or why so many folks and the media are making such a big stink about not vaccinating animals or children?

Or why you never hear about a lawsuit against a Pharma company for injury to a child or an animal?

We don't have the room here to delve into all the answers ... but suffice it to say, you should be asking these questions and many more.

And perhaps the first question you should ask is ...

What's In My Dog's Vaccine?

If you want the condensed version of this article, an abbreviated list of dog vaccine ingredients is below.

But remember, **we take more time to analyze what new cell phone to buy than we do research what's injected into our dogs.**

I urge you take the deep dive but – *fair warning* – it's not a comforting story ...

The Toxic Cocktail

All vaccines are basically made the same way.

The variations in the ingredients are only slight from company to company, and from species to species (humans, dogs, horses, etc) ... except, that is, for the virus particles themselves..

There was a time when the ingredients were available on a large ingredient insert. Transparency didn't seem to be an issue before ... but now **it's getting harder and harder to find out exactly what's in vaccines.**

As a vet, the FDAs (<https://www.fda.gov/home>) protection of formulas doesn't provide me with enough data to recommend vaccine types or schedules ... It's usually one-size-fits-all.

And frankly, for your dog that means **buyer beware.**

Types Of Ingredients

Although we don't know *all* the ingredients of every individual vaccine ... we do know the *sorts* of **ingredients common in most vaccines:**

- **Adjuvants:** aluminum salts, oil-based squalene, bacteria-based lipopolysaccharides, sugars.
- **Preservatives: mercury (thimerosal)** (<https://www.dogsnaturallymagazine.com/cost-of-thimerosal/>), antibiotics (gentamicin, amphotericin B, neomycin, polymyxin-B), phenoxyethanol.
- **Attenuating agents:** formaldehyde.
- **Growth medium:** foreign animal tissues:
 - Chick embryo
 - Bovine serum
 - Human fetal lung tissue
 - Monkey kidney tissue
 - Porcine tissue
 - Eggs

- Insect proteins
- **Fungicides and antimicrobials:** phenol, formaldehyde.
- **Buffering agents:** glycerol, sorbitol, sucrose, salts, borax.
- **Stabilizers:** formaldehyde.
- **Surfactant, Permeability Enhancer:** polysorbate 80 (Tween® 80).
- **Virus particles:** individual vaccines (modified live or killed), contamination viruses (Rotavirus) from the animal tissues used to grow vaccines.
- **Contaminates:** glyphosate from GMO-fed animals ... used for vaccine growth medium (eggs, bovine and porcine tissue), insect viruses (Army worm), Rotavirus.

These ingredient highlights **should make you shudder ... and hesitate to vaccinate** (<https://www.dogsnaturallymagazine.com/everything-to-know-about-parvovirus-vaccine/>) until you gather more information.

I suggest you keep reading ... so you understand **what injecting these into your dog means for her longevity and vitality ...** and ultimately for the health of all animals.

Not to mention her endless suffering ... and your stress, as you experience an animal plagued by chronic illness.

Big Pharma and the media would have you believe there might be some teeny possibility of harm that could occur rarely, if ever, on a purple planet, far, far away ... but mostly vaccines are good and everyone needs them!

They want us to believe there's no ugly, only good.

I beg to differ, as would many thousands of doctors and healthcare providers who study the ugly. I'm sharing some of that information with you here.

RELATED: [An Inexpensive Way To Prevent Over-Vaccination](https://www.dogsnaturallymagazine.com/dog-vaccinations-detox/)

(<https://www.dogsnaturallymagazine.com/dog-vaccinations-detox/>) ...

The 1st Ugly – Adjuvants

These are **chemicals added to vaccines** to enhance and lengthen the immune response ... especially at the local injection site.

They're mostly aluminum salts discovered many years ago as pickling agents. Yes, for pickles!

I'm hoping I never ate any of those pickles.

There is no biosystem that uses the heavy metal aluminum – none!

Once aluminum is in the body, it's difficult to remove. It's troubling how this method of pickling cucumbers became an ingredient to supercharge vaccines ...

the aluminum adjuvants turn on the immune system. It's done in a non-selective, non-specific way, making "immunity" last longer.

We think of these reactions as benign and collectively call them "allergies" ... but anyone living with a dog with allergies knows they're far from *benign*.

After the aluminum causes damage locally, it goes to the brain, spleen, muscles, bones, liver and heart ... where it stimulates the immune system (by presenting the virus antigen particles repeatedly). It also acts as an antigen itself, stimulating the *immune system to stay "turned on."*

In other words, it **acts as an adjuvant and an antigen.**

These toxicants are so widely studied that there's a syndrome used to describe this **complex of diseases ...**

It's called ASIA (**Autoimmune Inflammatory Syndrome Induced by Adjuvants**).

Few veterinarians or human doctors are even aware of this syndrome, so it's unlikely you know about it.

This syndrome shows that **chronic stimulation of the immune system stimulates chronic inflammation.** And that leads to **chronic autoimmune disease throughout the body.**

That's a lot of chronic, isn't it?

Autoimmune disease is as epidemic in dogs as cancer. Once inflamed, it's not easy to cool these tissues down.

Other adjuvants such as squalene, sugars and lipopolysaccharides aren't naturally adjuvants ... but, added with other ingredients, **they become very irritating to the immune system.**

They make the response to the vaccines **more aggressive and longer-lasting.**

If your dog survives the harmful effects of heavy metals, oils, sugars and fatty sugars produced by bacteria ... there are more hurdles to jump.

RELATED: [What every vet \(and pet owner\) should know about vaccines](https://www.dogsnaturallymagazine.com/annual-dog-vaccines-are-they-necessary/)
(<https://www.dogsnaturallymagazine.com/annual-dog-vaccines-are-they-necessary/>) ...

The 2nd Ugly – Preservatives

Vaccines are actually quite unstable at room temperature. Refrigeration and stabilization with chemicals is critical to keep everything from becoming inactive. But chemical preservatives are also needed.

The most common agent is ethyl mercury ... also known as thimerosal or merthiolate (yes, what your mother used on your minor cuts).

The wide use of mercury in vaccines is most likely because it's **cheap**.

Mercury is very toxic to the central nervous system.

It can disrupt normal nerve signaling and decrease motor functions ... think degenerative myelopathy. (<https://www.dogsnaturallymagazine.com/degenerative-myelopathy-in-dogs/>) or weakness of the spinal nerves. It can **decrease memory function by destroying brain cells** ... think cognition problems and Alzheimer's).

For many with poor detoxifying ability to remove this heavy metal, it further causes **immune dysregulation (think chaos!)**.

Vaccines contain other preservatives to prevent foreign bacteria and fungi from growing.

These include common antibiotics and fungicides ... such as gentamicin, amphotericin B, neomycin and polymyxin-B.

I have to wonder if using these could be an early set up for the epidemic of antibody-resistant bacteria.

And if that weren't enough, add a dash of phenoxyethanol, which is made from phenol, **a known carcinogen ... which comes from benzene, another known carcinogen.**

This antimicrobial is the same phenol naturally found in coal tar, a highly toxic acid (aka carboic acid) that's caustic to the skin, eyes, the respiratory

system ... basically all tissues.

Phenoxyethanol is commonly known to cause reproductive issues. You can find its chemical intermediate in the production of ... **plastics (BPA), nylon, detergents, herbicides and pharmaceuticals.**

And if that weren't enough, the Third Reich used it to kill people.

If that isn't sending **chills up your spine**, read on ...

The 3rd Ugly – Attenuating Agents

Attenuation is the process of altering the virus particles (called antigens). It makes them less virulent ... thus less capable of causing illness.

The virus *passes through* certain tissues, and **alters to be harmless (in theory) or less virulent ...** hopefully

These vaccines are called **modified live** ... and they make up many of the core vaccines, including parvo and distemper. The viruses are considered *live* but *weakened* ... and thus less likely to cause the full-blown clinical disease.

These modified live vaccines have enough of the antigen present that the immune system elicits a stronger, longer-lasting effect on its own ... this decreases the need to add the adjuvants I discussed before.

Inactivated vaccines, also called **killed vaccines** (rabies, polio), are usually killed by heat or **formaldehyde ... a known carcinogen.**

These vaccines are weaker and need boosters to provide an effective immune response. So they're usually reserved for diseases that can pass from *animals to humans.*

Adjuvants are added to killed vaccines along with more antigen ... which makes them last longer and produce more immune stimulation. This is why **inactivated vaccines can cause worse reactions than modified live vaccines.**

Viruses infect all sorts of plants and animals. Passing virus antigens through tissue cultures of these plants or animals can allow for unwanted viral contamination ... **making the vaccine cocktail infected.**

An added component of the vaccine cocktail is **formaldehyde. A known carcinogen used as a chemical attenuating agent.**

Is your head spinning? Mine is!

The 4th Ugly – Growth Medium

Many vaccines are grown on tissue considered foreign to our dogs' bodies.

The common tissues used to grow viruses for vaccines are:

- Chick embryos
- Fetal bovine serum
- Human diploid (aborted fetus) lung
- Monkey kidney
- Dog kidney
- Porcine gelatin

These growth mediums were not meant to elicit an immune reaction ... but they certainly do.

The foreign tissue cells make their way through the bloodstream exposing the organs to these proteins ... that would have never gained access to our inner sanctum.

This is why anaphylaxis ... or chronic allergies to pork or eggs are common reactions after vaccines.

You're probably starting to get the idea why I call these **The Ugly**.

The 5th Ugly – Buffering Agents

Buffering agents such as the sugars glycerol, sorbitol and sucrose, as well as salts and borax ... all act to buffer the varied chemical cocktail to help maintain a balanced pH.

The borax I mention is sodium borate ... a *Substance of Very High Concern* identified by the European Chemicals Agency. It's the same detergent we grew up within the box with a mule team of 20. Its role in vaccines is unclear, except to maintain a pH balance.

It's associated with increased fetal mortality, low birth weight and infant malformations. In dogs and rats it's shown to decrease fertility rates – that is, after feeding it to them. Certainly not humane ... but feeding toxic borate is not as toxic as injecting it into the body.

Now you might be able to see how these cumulative ingredients could cause great harm to your dog.

The 6th Ugly – Surfactants

A world without surfactants would make washing our clothes difficult.

Using them in vaccines allows the ingredients to mix and stay in a homogeneous solution.

The **main emulsifier used is polysorbate 80** (aka Tween® 80) ... found in some low-quality salad dressings, pharmaceuticals and cosmetics.

It's shown to affect biofilms on the skin and in the gut by **increasing the growth of certain bacteria ... like *Staphylococcus aureus*.**

Polysorbate 80 in vaccines increases the permeability of the blood-brain barrier (BBB). This allows heavy metals (aluminum and mercury) in the vaccines ... or from other environmental exposures *circulating in the body* – to cross the BBB. And it also allows for other vaccine ingredients to cross the BBB.

Animal testing (here we go again!) has shown **harmful effects on reproduction, heart function, behavior changes and carcinogenicity.**

And the toxic cherry on the top is **the breakdown of Tween® 80 to sorbitol** (<https://www.dogsnaturallymagazine.com/is-sorbitol-safe-for-dogs/>), **which increases the risk of diabetes.**

Where's The Good?

When you find it, let me know!

I can't, for the life of me, find the good. Studying vaccines and vaccinology for 31 years doesn't make me a vaccine expert ... but it makes me well educated on the subject.

If I had no other options I might think vaccines were the only method of protection. If I hadn't studied them for so many years, I might not realize their danger and risk. And I may not have connected the *dots between vaccination and the conditions that follow.*

But, I have studied vaccines and so has the US Congress.

Current law regards vaccines as "unavoidably unsafe." SCOTUS (the US Supreme Court) has supported that law.

In my mind, I'd be violating of my Hippocratic Oath ... to ***First Do No Harm***, if I inject your dog with a vaccine that includes the above ingredients.

When necessary, added to the foundations of wellness (such as clean, fresh food, clean water, no oral or topical pesticides, ample exercise and socialization, herbal and nutritional supplement support) ... **nosodes let the immune system provide adequate protection without poisoning your dog's body.**

This will support the development of a strong immune system for **a lifetime of protection.**

RELATED: [Which vaccines does your dog really need?](https://www.dogsnaturallymagazine.com/which-dog-vaccines-are-necessary/)

[\(https://www.dogsnaturallymagazine.com/which-dog-vaccines-are-necessary/\)](https://www.dogsnaturallymagazine.com/which-dog-vaccines-are-necessary/)

Let's Break It Down

Every person must come to their own conclusions ... make their own decisions and live with the consequences.

It's my job as a medical professional to pass the information I've learned to you.

It's your job to think about this information to give well-informed consent to your vet if you wish to vaccinate.

It's also your job to advocate for your dog with full knowledge of the possible risks and consequences because, really ...

... the Hippocratic Oath, *First Do No Harm*, **applies to all of us** stewarding these sentient beings we call dogs.

16B

TOWN OF HERMOSA
ORDINANCE NO. 2.078A
SUPPLEMENTAL APPROPRIATION ORDINANCE

Be it ordained by the Town of Hermosa that the following sums are supplementally appropriated to meet obligations of the municipality.

<u>EXPENDITURES</u>		General Fund Fund 101
41410	<u>Legal</u>	
	Professional Fees	\$ 27,000.00
	Total Legal	<u>\$ 27,000.00</u>
42100	<u>Law Enforcement</u>	
	Wage	\$ (27,000.00)
	Total Law Enforcement	<u>\$ (27,000.00)</u>
<u>Total Appropriations</u>		<u>\$ -</u>

The following designates the fund or funds to which the money derived from the following source is applied.

<u>REVENUE</u>		
<u>SOURCE OF FUNDING</u>		
	Unassigned Fund Balance	\$ -
<u>TOTAL MEANS OF FINANCE</u>		<u>\$ -</u>

Dated this 21st day of April, 2026.

ATTEST:

Terri Cornelison, Finance Officer

Vote: Kramer:
Kooniz:
Ferguson:
Serviss:
Matheny:

Kelburn Koontz, Board President

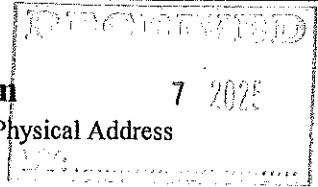
Published once at the approximate cost of \$

First Reading: April 21, 2026
Second Reading:
Publication:

Date Received _____
Date Issued _____

2026-2027

License No. RB-2776



Uniform Alcoholic Beverage License Application

A. Corporation, LLC, or Sole Proprietor Name and Mailing Address

M G OIL COMPANY
PO BOX 1006
RAPID CITY, SD 57709-1006

B. Doing Business As Name and Physical Address

Lic # RB-2776
CORNER PANTRY TRAVEL CENTER
25 N HEARTLAND EXP #101
HERMOSA, SD 57744

Owner's Telephone#: (605) 342-0527

Business Telephone #: (605) 245-4555

C. Indicate the class of license being applied for (submit separate application for each class of license).

- Retail (on-sale) Liquor
- Retail (on-sale) Liquor - Restaurant
- Convention Center (on-sale) Liquor
- Package (off-sale) Liquor
- Retail (on-off sale) Wine and Cider
- Retail (on-off sale) Malt Beverage & SD Farm Wine
- Package Delivery
- Hunting Preserve
- Other _____

Place of business is located in a municipality? Yes [] No

County: Custer

Do you own or lease [] this property? (Check one)

Are real property taxes paid to date? Yes [] No

Are you of good moral character having never been convicted of a felony? Yes [] No

D. Legal description of licensed premise:

Chapel Hill Subd Balance of
Outlot M(.R) in SE4SE4 Sec 30 T2
R8 2.862 AC Hermosa 25 N
Heartland Express Ste 101

Is this License in active use? Yes [] No

E. State Sales Tax Number: 014-8577-6T

Do you or any officers, directors, partners, or stockholders hold any other alcohol retail, manufacturing, or wholesaler licenses?
 Yes [] No If Yes, please list on the back page

F. New license? _____ Transfer? (\$150) _____ Re-issuance?

G. CERTIFICATE The undersigned applicant certifies under the penalties of perjury that all statements herein are true and correct; that the said applicant complies with all of the statutory requirements for the class of license being applied for and in addition agrees to permit agents of the Department of Revenue access to the licensed premises and records as provided in SDCL 35-2-2.1, and agrees this application shall constitute a contract between applicant and the State of South Dakota entitling the same or any peace officers to inspect the premises, books and records at any time for the purpose of enforcing the provisions of Title 35 SDCL, as amended.

Date 04/03/26 Print Name Troy Erickson Signature [Signature]

H. APPROVAL OF LOCAL GOVERNING BODY- Notice of hearing was published _____ . Public hearing on the application was held _____, not less than SEVEN (7) days after official publication. The governing body by majority vote recommends the approval and granting of this license and certifies that requirements as to location and suitability of premises and applicant have been reviewed and conform to the requirements of local and South Dakota law.

For Local Government Use

(Seal) _____
Mayor or Chairman

Renewal - no public hearing held
Amount of fee collected with application \$ 300⁰⁰
Amount of fee retained \$ 150⁰⁰
Forwarded with application \$ 150⁰⁰

If disapproved, endorse reason thereon and return to applicant

Company supplement information
(For corporate/partnership/LP/LLC applicants)

Name of corporation/partnership/LP/LLC MG Oil Company
 Address of office and principal place of business of corporation/partnership/LP/LLC 1190 Creek Drive, Rapid City, SD 57703

Are all managing officers of this corporation/partnership/LP/LLC of good moral character having never been convicted of a felony? Yes No

Name, title of office, occupation and address of each of the officers/owners of the corporation, partnership, LP, or LLC:

Name	Office	Address	Occupation
<u>Troy Erickson</u>	<u>President</u>	<u>PO Box 1006, Rapid City, SD 57703</u>	<u>Oil Jobber</u>
<u>Marilyn Erickson</u>	<u>Treasurer</u>	<u>PO Box 1006, Rapid City, SD 57703</u>	<u>Oil Jobber</u>

Name of any officers, directors, partners or stockholders of applicant having a financial interest or capital stock in any other alcoholic beverage license:

Name Type of License, License Number, Financial Interest Held, and Address of Business Location

SEE ATTACHED

Where and with whom are all company records kept, such as charter, by-laws, minutes, accounts, notes payable, and notes and accounts receivable, etc?

Attorney Jess Dekorski 704 St Joseph Street, Rapid City, SD 57701

With signature the applicant agrees to the following:
 That the applicant company will comply with all provisions of ARSD chapter No. 64:75:02 of the Department of Revenue, relating to the transfer of stock and prior approval of the transfer of such stock by the Secretary of Revenue and violation of any of the provisions of said regulation or failure to comply therewith, whether by the undersigned corporation, partnership/LP/LLC or by any stockholder thereof, or by anyone interested in said company, shall constitute cause for revocation or suspension of any license issued pursuant to and in reliance on this application, or for refusal to renew such license upon expiration thereof.

We the undersigned officers and directors of the applicant company acknowledge that the within supplement application form is true and correct in every respect and that there exists no financial arrangement concerning this or any other alcoholic beverage license than that expressly set forth above. If company stock is to be transferred we ask for approval of such voluntary stock transfer.

Signature of Authorized Officer/Director/Partner

Date

 04/03/26

Date Received _____
Date Issued _____

2026-2027

License No. RB-25133

Uniform Alcoholic Beverage License Application

A. Corporation, LLC, or Sole Proprietor Name and Mailing Address

B. Doing Business As Name and Physical Address

PHILIP PRESTON LLC
30 N FERGUSON ST
HERMOSA, SD 57744-2306

Lic # RB-25133
POPS GROCERY SHOPPE
30 N FERGUSON ST
HERMOSA, SD 57744-2306

Owner's Telephone#: _____

Business Telephone #: 605-255-5977

C. Indicate the class of license being applied for (submit separate application for each class of license).

Place of business is located in a municipality? Yes [] No

- Retail (on-sale) Liquor
- Retail (on-sale) Liquor - Restaurant
- Convention Center (on-sale) Liquor
- Package (off-sale) Liquor
- Retail (on-off sale) Wine and Cider
- Retail (on-off sale) Malt Beverage & SD Farm Wine
- Package Delivery
- Hunting Preserve
- Other _____

County: Custer

Do you own [] or lease this property? (Check one)

Are real property taxes paid to date? Yes [] No

Are you of good moral character having never been convicted of a felony? Yes [] No

D. Legal description of licensed premise:

Lot 1 of G+G Subdivision
SW4SE4 Sec 29 T2 R 8
Town of Hermosa, SD

Is this License in active use? Yes [] No

Do you or any officers, directors, partners, or stockholders hold any other alcohol retail, manufacturing, or wholesaler licenses? Yes [] No If Yes, please list on the back page

E. State Sales Tax Number: 1040-1405-ST

F. New license? _____ Transfer? (\$150) _____ Re-issuance?

G. CERTIFICATE The undersigned applicant certifies under the penalties of perjury that all statements herein are true and correct; that the said applicant complies with all of the statutory requirements for the class of license being applied for and in addition agrees to permit agents of the Department of Revenue access to the licensed premises and records as provided in SDCL 35-2-2.1, and agrees this application shall constitute a contract between applicant and the State of South Dakota entitling the same or any peace officers to inspect the premises, books and records at any time for the purpose of enforcing the provisions of Title 35 SDCL, as amended.

Date 4-15-2026 Print Name Philip L. Preston Signature Philip L. Preston

H. APPROVAL OF LOCAL GOVERNING BODY- Notice of hearing was published _____ . Public hearing on the application was held _____, not less than SEVEN (7) days after official publication. The governing body by majority vote recommends the approval and granting of this license and certifies that requirements as to location and suitability of premises and applicant have been reviewed and conform to the requirements of local and South Dakota law.

For Local Government Use

(Seal) _____
Mayor or Chairman

Renewal - no public hearing held
Amount of fee collected with application \$ 300⁰²
Amount of fee retained \$ 150⁰²
Forwarded with application \$ 150⁰²

If disapproved, endorse reason thereon and return to applicant

**Company supplement information
(For corporate/partnership/LP/LLC applicants)**

Name of corporation/partnership/LP/LLC Philip Preston LLC

Address of office and principal place of business of corporation/partnership/LP/LLC 30 N. Ferguson St. Hermosa

Are all managing officers of this corporation/partnership/LP/LLC of good moral character having never been convicted of a felony? Yes No

Name, title of office, occupation and address of each of the officers/owners of the corporation, partnership, LP, or LLC:

Name	Office	Address	Occupation
<u>Philip Preston</u>	<u>Owner/Manager</u>	<u>14082 SD HY 40 Hermosa</u>	<u>Grocery</u>

Name of any officers, directors, partners or stockholders of applicant having a financial interest or capital stock in any other alcoholic beverage license:

Name	Type of License, License Number, Financial Interest Held, and Address of Business Location
<u>Philip Preston</u>	<u>Package Liquor PL-30681 30 N. Ferguson St. Hermosa</u>

Where and with whom are all company records kept, such as charter, by-laws, minutes, accounts, notes payable, and notes and accounts receivable, etc?

Philip Preston 30 W. Ferguson St. Hermosa S.D. 57744

With signature the applicant agrees to the following:

That the applicant company will comply with all provisions of ARSD chapter No. 64:75:02 of the Department of Revenue, relating to the transfer of stock and prior approval of the transfer of such stock by the Secretary of Revenue and violation of any of the provisions of said regulation or failure to comply therewith, whether by the undersigned corporation, partnership/LP/LLC or by any stockholder thereof, or by anyone interested in said company, shall constitute cause for revocation or suspension of any license issued pursuant to and in reliance on this application, or for refusal to renew such license upon expiration thereof.

We the undersigned officers and directors of the applicant company acknowledge that the within supplement application form is true and correct in every respect and that there exists no financial arrangement concerning this or any other alcoholic beverage license than that expressly set forth above. If company stock is to be transferred we ask for approval of such voluntary stock transfer.

Signature of Authorized Officer/Director/Partner

Date

 04-15-2026

Date Received _____
Date Issued _____

2026-2027

License No. RB-31029

Uniform Alcoholic Beverage License Application

A. Corporation, LLC, or Sole Proprietor Name and Mailing Address

B. Doing Business As Name and Physical Address

TW BAR LLC
PO BOX 215
HERMOSA, SD 57744

Lic # RB-31029
TW BAR
122 VILAS ST
HERMOSA, SD 57744

Owner's Telephone #: 605-641-5821

Business Telephone #: (605) 641-5821

C. Indicate the class of license being applied for (submit separate application for each class of license).

- Retail (on-sale) Liquor
- Retail (on-sale) Liquor - Restaurant
- Convention Center (on-sale) Liquor
- Package (off-sale) Liquor
- Retail (on-off sale) Wine and Cider
- Retail (on-off sale) Malt Beverage & SD Farm Wine
- Package Delivery
- Hunting Preserve
- Other _____

Place of business is located in a municipality? Yes [] No

County: Cluster

Do you own [] or lease this property? (Check one)

Are real property taxes paid to date? Yes [] No

Are you of good moral character having never been convicted of a felony? Yes [] No

D. Legal description of licensed premise:

Lot 23 + 24 ; Block 5
Town of Hermosa

Is this License in active use? Yes [] No

Do you or any officers, directors, partners, or stockholders hold any other alcohol retail, manufacturing, or wholesaler licenses?
[] Yes [] No If Yes, please list on the back page

E. State Sales Tax Number: 1043-3380-ST

F. New license? _____ Transfer? (\$150) _____ Re-issuance?

G. CERTIFICATE The undersigned applicant certifies under the penalties of perjury that all statements herein are true and correct; that the said applicant complies with all of the statutory requirements for the class of license being applied for and in addition agrees to permit agents of the Department of Revenue access to the licensed premises and records as provided in SDCL 35-2-2.1, and agrees this application shall constitute a contract between applicant and the State of South Dakota entitling the same or any peace officers to inspect the premises, books and records at any time for the purpose of enforcing the provisions of Title 35 SDCL, as amended.

Date 4.3.20 Print Name Zelda Anderson Signature Z Anderson

H. APPROVAL OF LOCAL GOVERNING BODY- Notice of hearing was published _____ . Public hearing on the application was held _____, not less than SEVEN (7) days after official publication. The governing body by majority vote recommends the approval and granting of this license and certifies that requirements as to location and suitability of premises and applicant have been reviewed and conform to the requirements of local and South Dakota law.

For Local Government Use

(Seal) _____
Mayor or Chairman

Renewal - no public hearing held
Amount of fee collected with application \$300⁰⁰
Amount of fee retained \$ 150⁰⁰
Forwarded with application \$ 150⁰⁰

If disapproved, endorse reason thereon and return to applicant

**Company supplement information
(For corporate/partnership/LP/LLC applicants)**

Name of corporation/partnership/LP/LLC TW Bar, LLC

Address of office and principal place of business of corporation/partnership/LP/LLC 13610 Hwy 40, Keystone, SD 57751

Are all managing officers of this corporation/partnership/LP/LLC of good moral character having never been convicted of a felony? Yes [] No

Name, title of office, occupation and address of each of the officers/owners of the corporation, partnership, LP, or LLC:

Name	Office	Address	Occupation
<u>Zelda Anderson</u>	<u>owner</u>	<u>PO Box 215 Hermosa, SD 57744</u>	<u>Educator</u>

Name of any officers, directors, partners or stockholders of applicant having a financial interest or capital stock in any other alcoholic beverage license:

Name	Type of License, License Number, Financial Interest Held, and Address of Business Location

Where and with whom are all company records kept, such as charter, by-laws, minutes, accounts, notes payable, and notes and accounts receivable, etc?

13610 Hwy 40, Keystone, SD 57751

With signature the applicant agrees to the following:

That the applicant company will comply with all provisions of ARSD chapter No. 64:75:02 of the Department of Revenue, relating to the transfer of stock and prior approval of the transfer of such stock by the Secretary of Revenue and violation of any of the provisions of said regulation or failure to comply therewith, whether by the undersigned corporation, partnership/LP/LLC or by any stockholder thereof, or by anyone interested in said company, shall constitute cause for revocation or suspension of any license issued pursuant to and in reliance on this application, or for refusal to renew such license upon expiration thereof.

We the undersigned officers and directors of the applicant company acknowledge that the within supplement application form is true and correct in every respect and that there exists no financial arrangement concerning this or any other alcoholic beverage license than that expressly set forth above. If company stock is to be transferred we ask for approval of such voluntary stock transfer.

Signature of Authorized Officer/Director/Partner

Date

Z Anderson 4.3.26