

**HERMOSA TOWN BOARD
TUESDAY, NOVEMBER 7, 2023
REGULAR MEETING @ 6:00pm**

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

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

- 3) **SPECIAL ITEMS:**
 - A. Meeting Protocol
 - B. Adopt a special rule of order

- 4) **CONSENT CALENDAR:**
 - A. Approval of the October 17, 2023, regular meeting and October 25 & 27, 2023, special meetings

- 5) **CONFLICT OF INTEREST DECLARATION**

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

- 7) **LAW ENFORCEMENT/ ABATEMENTS/COMPLAINTS:**
 - A. Marshal's Report
 - B. Custer County Log
 - C. Dispatch Contract, pending
 - D. Approval to hire Heath Lowry
 - E. Approval to reimburse for duty phone and monthly charges (Straight Talk)
 - F. Abatements
Properties, Dumpster

- 8) **LEGAL:**
 - A. Engineer expense reimbursement
 - B. Resolution assistance to dissolve P&Z
 - C. Assistance to review and rewrite ordinances to support dissolving P&Z
 - D. Delegation for signing permits (Based on this, President to schedule a Work Session)
 - E. Legal – Bond Schedule
 - F. Add a nonvoting member to the BOT from outside the city limits and within one mile
 - G. ACES/WRT contract (Executive Session)

- 9) **ENGINEER:**
 - A. Hermosa Sidewalk Project, pending final bill from SD DOT
 - B. Sewer Project (Lagoon design & expansion)
AET update
 - C. Town of Hermosa Water and Sewer Extension Project – pending
 - D. Hermosa Hills Drainage
Town accept Walter Street-pending
 - E. Approval for KLJ Engineering to develop task orders; Deadline TBD
 1. Lagoon bidding and construction management
 2. Engineering staff reports/office support
 3. Evaluate lift station at Ferguson Subdivision for storm water issues
 4. Feasibility study for tying into SBHW to submit to SDDANR funding/grants
 5. Feasibility study for placing water, and sewer along Whitney Street from east of the railroad to Highway 79 to submit to SDDANR for funding/grants
 6. Feasibility study for evaluating (stormwater along Whitney and road replacement) the intersection of Whitney and 2nd Street to highway 79 for SDDOT for funding/grants
 7. Highway 79 sewer repair bidding and construction management
 - F. Request KLJ design the extension to the town's water/sewer lines to service Ferguson properties along Whitney

- 10) **PLANNING & ZONING**
 A. October 24, 2023, minutes
 B. Permit 2022-25 - REVISED- Digging/ROW-Sewer Connection- Parcels 009318 & 009319
- 11) **PUBLIC WORKS**
 A. Committee Report
 B. Streets, Street Light Repairs, Water & Sewer Department Updates
 Trustee report on town lighting needs
 C. Agreement for performance of services of public works and town maintenance
 D. Bolted Tank Interior Floor Reseal
 E. Open Work Orders (Attached)
- 12) **FINANCE OFFICE:**
 A. Monthly financials
 B. Department updates
 C. Grant research
 D. Approve June 4, 2024, Election Date
 E. Operating Agreement Renewal
 Operating Agreement Corner Pantry Travel Center, Package (off-sale) Liquor
 Operating Agreement Hermosa Deli & Lounge, Retail (on-sale) Liquor
 Operating Agreement Lazy R Bar and Grill; Retail (on-sale) Liquor-Restaurant
 F. Uniform Alcoholic Beverage License Renewal
 PL-4469, Corner Pantry Travel Center, Package (off-sale) Liquor
 RL-5208, Hermosa Deli & Lounge, Retail (on-sale) Liquor
 RR-22505, Lazy R Bar and Grill; Retail (on-sale) Liquor-Restaurant
 G. Tracking Items
- 13) **OLD BUSINESS:**
 A. Annexation: Voluntary Annexation
 B. Hermosa Connects
- 14) **NEW BUSINESS:**
 A. SBHW presentation – pending – Mid to late November
 B. Headwaters Economics
 C. Andersen Engineers
 1. Survey; Locate 9 Corners
 D. Shorb's easement requirements owed to them by town. Scheduled for October 4, 2023
 E. Town office camera system investigation
 F. Leasing Town Shop
 G. Contract services – Joan Harris
 H. Approve request for advertising for pumping lagoon
 I. Discussion of utilization of office space
 J. Water connection issue – 355 Main Street
 K. 1st Readings:
 Ordinance 154.02, Definition of Planning & Zoning Commission
 Ordinance 155.02, Definition of Planning & Zoning Commission
 Chapter 32A
- 15) **ITEMS FROM CITIZENS:** No action will be taken by the board on any issue related without being first placed on a future agenda, by the board, to allow for proper notice. (Reserved time for public comment is 15 minutes). Meetings of the Board of Trustees are open to the public. The audience will be allowed to comment on specific agenda items during the time allotted on the agenda for those items, according to established procedures of the Board. This is a time for members of the public (citizens, business owners, and those living within one mile of the town limits) to express concerns or discuss issues having relevance to the town. Anyone wishing to address the Town Board during this time shall be asked to stand and identify themselves after being recognized by the Board President.

16) **TRUSTEE INPUT:**

17) **EXECUTIVE SESSION:**

- A. Motion to enter Executive Session allowable by SDCL 1-25-2.1 – Legal/Personnel/Contract
- B. Motion to exit out of Executive Session
- C. Motions resulting from Executive Session

18) **ADJOURN:**

Motion by _____; Second by _____ to adjourn the meeting at _____ PM.

HERMOSA TOWN BOARD
TUESDAY, OCTOBER 17, 2023
REGULAR MEETING @ 6:00pm

4A

ROLL CALL: Styles called the meeting to order on Tuesday, October 17, 2023, at 6.00 pm with the following members present: Ferguson, Henrichsen, Holsworth and Styles. Kramer joined via teleconference. Attorney Johnson also present. Special thanks to Chuck Ferguson for his 48 years of service. Welcome to Michael Busskohl, Custer County Commissioner as well as citizens. Pledge of Allegiance led by Jerald Styles.

CALL FOR CHANGES: Motion made and seconded to approve the agenda as presented; vote; all ayes, motion carried.

SPECIAL ITEMS: Meeting Protocol presented.

CONSENT CALENDAR: Motion made and seconded to approve October 3, 2023, BOT regular minutes as presented; vote; all ayes, motion carried.

CONFLICT OF INTEREST DECLARATION: The president requested members to address the chair if they believe there is a conflict of interest.

CLAIMS: Motion made and seconded to approve October 3, 2023, Payroll and Claims; discussion. Claims were approved as amended; vote; all ayes, motion carried. AMERICAN LEGAL PUBLISHING Corp, 2023 S-6 Supplement Page, \$2,325.97; AXON ENTERPRISE INC, Taser, \$1,113.20; GOLDEN WEST TECHNOLOGIES, Monthly service-Oct23, \$563.50; HAGG & HAGG LLP, DANR issue/Services, \$4,621.90; Slade Heeb, Fuel, \$141.55; Hunsaker, Dustin, Refund due to tenant payment, \$78.50; JOHNSON LAW OFFICE, BOT meeting, email, subpoena, \$845.50; MONUMENT HEALTH, Heeb Work Related Exam, \$218.00; MT RUSHMORE TELEPHONE, PHONE/INTERNET, \$257.44; METERING & TECHNOLOGY Solutions, Meters & meter supplies, \$1,775.16; Midcontinent testing lab, Water testing/3rd Qtr, \$2,468.25; Nelson's Oil & Gas Inc, Propane-City Well, \$390.00; Pioneer Bank and Trust, Office supplies, \$770.15; Pioneer Bank and Trust, 2 Signature account-Oct, \$25.00; South Dakota Dept of Revenue, Duplicate payment, \$560.29; Sander Sanitation, Monthly sanitation service, \$4,439.95; Southern Hills Publishing, Publishing/Legal notices, \$472.38; SOUTH DAKOTA 811, Message fees/7-23-9-23, Voice, \$85.05; DANR, Penalty 10-31-2023, \$2,500.00. **ACCOUNTS PAYABLE TOTAL: \$23,651.79.** Total Payroll Paid On: 10/13/23, \$4,483.64. EFTPS-Electronic Federal Tax, FED/FICA TAX, \$1,120.25. **PAYROLL RELATED TOTAL, \$5,603.89 REPORT TOTAL: \$29,255.68**

LAW ENFORCEMENT/ABATEMENTS/COMPLAINTS: No marshal's report. Dispatch contract, pending. Street signs at school, pending. Purchase of breathalyzer, pending. Motion made and seconded to change the flashing lights at the school zone to 6:30 am to 8:00 am and 3:00 pm to 5:30 pm.; vote; all ayes, motion carried. Decommission the 2003 Chevy Tahoe, pending. Motion made and seconded to remove Heeb's resignation from agenda; vote; all ayes, motion carried. Approval to hire Lowry, pending. Approval to reimburse for LE duty phone, pending. Abatements: end of year, no abatements. Motion made and seconded to remove: Street signs, Request purchase of 2 Portable Breath Test, School zone time, and decommission the 2003 Chevy Tahoe from the agenda and placed on a tracking list until the items have been accomplished (will be attached to future agenda packets as FYI) vote; all ayes, motion carried.

LEGAL: Engineer expense reimbursement, pending. Resolution assistance to dissolve P&Z, pending. Assistance to review and rewrite ordinances to support dissolving P&Z, pending. Ordinances have been drafted and will be prepared for 1st Reading on November 7, 2023, meeting. Delegation for signing permits, pending the review of Dybvig. Bond Schedule: Attorney Johnson prepared Bond Schedule for board review. Motion made and seconded to schedule a Work Session (once Marshal is hired) to work on Bond Schedule; vote; all ayes, motion carried.

ENGINEER: Engineer: Attorney reviewed contract provided by the engineering firm for services; no action at this meeting. Boddicker to request information from SDML regarding additional insurance on our policy as noted in the engineering contract. Hermosa Sidewalk Project, pending final bill from SD DOT. Boddicker to follow up on when we might expect the final invoice. Sewer Project (Lagoon design & expansion): AET completed their geotechnical report and the report was provided to ACES, ACES resubmitted the package for approval to SDDANR; they have up to thirty days for comment. As soon as DANR approves the plan, we want to have the contractors online ready to go out for bids. Town of Hermosa Water and Sewer Extension Project – ACES has provided the pressure test to SBHW – pending. Hermosa Hills Drainage, motion made and seconded to request the town to accept Walter Street, discussion. Contractor has laid gravel, after the last rain they went out with a smooth face packer and MAG Water added last Sunday. Vote; on accepting Walter Street; all ayes, motion carried.

PLANNING & ZONING: P&Z October 10, 2023, minutes reviewed; no action. Permit 2022-25, Revised Digging/ROW, design on the lift station is in final stages – will need to be submitted to SD DANR. DSG working on schematic for control box and pumps. Claycomb contacted for engineering services for Ferguson's property; Claycomb concerned it is a conflict of interest; discussion. Motion made and seconded, the board does not see there is a conflict of interest and does not have an issue with Claycomb working with Ferguson on the project; vote; all ayes, motion carried. Motion made and seconded to approve Permit 2023-21, Steve Patton,

Digging/Grading and Conditional Use; with no work in the Right-of-Way, discussion. Motion amended to require the utilities (water, sewer, and electric) must be in place before the citizen can live in the RV on site; seconded; vote; all ayes, motion carried. Vote on original motion as amended; all ayes, motion carried.

PUBLIC WORKS: Streetlights on Whitney – there will be need for lighting on the street as the town develops. Boddicker requested to research grants for solar lighting. Highway 79 and Whitney streetlight not working, will be repaired soon. Met our criteria on quarterly testing. The lagoon is full; Ferguson will call DANR regarding pumping the lagoon before 1 November. 2nd Street Bridge was cleaned up. Awaiting a second quote on sealing on the tank. Styles requested meeting with Holsworth to look at street conditions.

FINANCE OFFICE: September bank reconciliation and financial reports included packet. Property Valuation Survey scheduled for 10:00 AM MT, Monday, November 20, 2023. Statement of Values and Property Exclusion List included for board review. Motion made and seconded to hire Jodi Simons for part-time finance officer position, \$25.00 per hour, sharing the position with Boddicker (Boddicker will stay and help train); vote; all ayes, motion carried. Motion made and seconded to hire Dybvig back to her position, \$20.00 per hour, with full credit for time accrued toward vacation hours as of the date she terminated her employment, discussion. Motion amended to take out the vacation accrual portion of the motion; motion failed for lack of second. Discussion. Vote on original motion; Holsworth, nay; Ferguson, Henrichsen, Kramer, Styles, ayes; motion carried. Motion made and seconded to remove Hiring Simons as Finance Officer and Rehiring Dybvig from the agenda; vote; all ayes, motion carried.

OLD BUSINESS: Annexation: Voluntary Annexation, pending. Hermosa Connects: Henrichsen reported Hermosa Connects will meet the second Monday of each month at 9:00 am, Hermosa Coffee Shop. They have been discussing holding a soap box derby, inviting area businesses to present at next meeting; no action.

NEW BUSINESS: SBHW presentation – pending. Motion made and seconded to remove Administrative Assistant Position from the agenda; vote; all ayes, motion carried. Headwaters Economics: a public meeting will be scheduled to get the word to the public what the project is, what and why Claycomb will need from the citizens. Andersen Engineers, Survey; Locate 9 Corners: pending. Shorb's easement requirements: Holsworth to meet with Shorb's. Town office camera system investigation: awaiting a quote. Motion made and seconded to remove, Terminate Town Shop Lease from the agenda; vote; all ayes, motion carried. Leasing the Town Shop: motion made and seconded to approve the town board president to contact businesses to determine if there is a need in the business arena for the shop building, targeting businesses that have a potential to generate a sales tax revenue for the town; discussion. Vote; all ayes, motion carried. 2nd Reading Hermosa Ordinance: 30.07. Motion made and seconded to approve Ordinance 30.07; vote; Holsworth, nay; Ferguson, Henrichsen, Kramer and Styles, ayes; motion carried.

ITEMS FROM CITIZENS: Question why Heeb resigned; it was explained he had other business/personal issues taking his time. Question whether the Tahoe is available for purchase; it was explained it needs to go through public auction, sealed bids, or surplus. The board made a motion and approved the Tahoe will go on Ramsey Auction for public auction.

TRUSTEE INPUT: Holsworth: motion made and seconded to remove, Permit 2023-21 and 2nd Reading of Ordinance 30.07 from agenda; vote; all ayes, motion carried. Ferguson: very pleased to have Dybvig return to the office. Kramer: happy to hear of Dybvig's return, thanked the board to allow her to attend via telephone. Henrichsen: grateful to have Ordinance 30.07 pass. Styles: thanked the board for their input, thanked Chuck Ferguson for his 48 years of service.

EXECUTIVE SESSION: Motion made and seconded to enter into executive session allowable by SDCL 1-25-2.1 for Contract purposes at 7:37 pm.; Vote: all ayes, motion carried. Motion made and seconded to come out of executive session at 8:00 pm; vote: all ayes, motion carried. Motion made and seconded to terminate ACES on the WRT contract; vote; Holsworth, Kramer, nay; Ferguson, Henrichsen, and Styles, ayes; motion carried.

ADJOURN: Motion made, seconded, to adjourn the meeting at 8:01 pm; vote: all ayes, motion carried.

ATTEST:

Gail Boddicker, Finance Officer

Jerry Styles, Town Board President

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**HERMOSA TOWN BOARD
WEDNESDAY, OCTOBER 25, 2023
SPECIAL MEETING @ 6:00pm**

ROLL CALL: Styles called the meeting to order on Wednesday, October 25, 2023, at 6.01 pm with the following members present: Ferguson, Henrichsen, Holsworth, Kramer and Styles. Welcome to Dana Foreman and Anthony Theodorou, KLJ Engineering as well as citizens. Pledge of Allegiance led by Jerald Styles.

CALL FOR CHANGES: Motion made and seconded to approve the agenda as presented; discussion. Motion made and seconded to add, Discussion of the Lagoon to the agenda; vote; all ayes, motion carried.

SPECIAL ITEMS: NA

CONSENT CALENDAR: NA

CONFLICT OF INTEREST DECLARATION: The president requested members to address the chair if they believe there is a conflict of interest.

ENGINEER: Motion made and seconded to approve the BOT president sign the Agreement Between Owner and Engineer for Professional Services (KLJ Engineering LLC); vote; all ayes, motion carried. Motion made and seconded to approve KLJ Engineering to develop the 7 Task Orders and provide cost estimates for the following: 1. Lagoon bidding and construction management; 2. Engineering staff reports/office support; 3. Evaluate lift station at Ferguson Subdivision for storm water issues; 4. Feasibility study for tying into SBHW to submit to SDDANR funding/grants; 5. Feasibility study for placing water, and sewer along Whitney Street from east of the railroad to Highway 79 to submit to SDDANR for funding/grants; 6. Feasibility study for evaluating (stormwater along Whitney and road replacement) the intersection of Whitney and 2nd Street to highway 79 for SDDOT for funding/grants; 7. Highway 79 sewer repair bidding and construction management. Discussion. Vote; all ayes, motion carried.

PLANNING & ZONING: Motion made and seconded to approve Permit 2023-22, 120 2nd Street, Residential Bldg, Floodplain, with rebar detail as presented, waive the engineer's staff report and to waive the \$100 penalty. Discussion. Motion amended and seconded to approve the permit but to not waive the \$100 penalty; vote; 2 abstained, 1 opposed, 2 ayes. Motion carried. Vote on the main motion as amended; 1 abstained; four ayes, motion carried. Motion made to request Stop Work Order fee be waived; no second, motion failed. Motion made and seconded to approve Permit 2023-23, 185 N Wilder Street, Digging/Grading, Residential Bldg with rebar detail provided, waive the engineer's staff report; vote; all ayes, motion carried. Motion made and seconded to approve Permit 2023-24, 25 N 2nd Street, Commercial Bldg/Remodeling and to waive the permit fee of \$75; vote; all ayes, motion carried.

NEW BUSINESS: Lagoon: Land application was halted as DANR provided requirements the town could not meet. The president requested a meeting with Kramer, Committee Chair, to work details.

ITEMS FROM CITIZENS: None.

TRUSTEE INPUT: Holsworth requested KLJ to request variance with DANR regarding the land application issue. Ferguson: welcome to KLJ. Kramer: next meeting is scheduled for November 7, 2023. Henrichsen: welcome to KLJ Engineering. Styles: reported that agenda items can be added and acted on if it is an emergency; this should only happen on a rare occasion

EXECUTIVE SESSION: None. .

ADJOURN: Motion made, seconded, to adjourn the meeting at 6:24 pm; vote: all ayes, motion carried.

ATTEST:

Gail Boddicker, Finance Officer

Jerry Styles, Town Board President

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**HERMOSA TOWN BOARD
FRIDAY, OCTOBER 27, 2023
SPECIAL MEETING @ 11:00am**

ROLL CALL: Styles called the meeting to order on Friday, October 27, 2023, at 11:00am with the following members present: Ferguson, Henrichsen, Kramer and Styles. Holsworth absent. Welcome to Fred Folsom, Hills Septic Service. Pledge of Allegiance led by Jerald Styles.

CALL FOR CHANGES: Motion made and seconded to approve the agenda as presented; vote; all ayes.

SPECIAL ITEMS: NA

NEW BUSINESS: Motion made and seconded to hire Hills Septic Service to remove and truck wastewater to the approved sites per the schedule, until the end of the year, at which time a new motion/decision will be made. Discussion: will need to re-evaluate as we go. Vote; all ayes, motion carried. Motion made and seconded to accept Ferguson Construction invoice for labor, parts, mileage (state rate), for work involved in preparing for land applying the wastewater. Vote: 1, abstained; three ayes, motion carried.

ITEMS FROM CITIZENS: None

TRUSTEE INPUT: None.

ADJOURN: Motion made, seconded, to adjourn the meeting at 11:39am; vote: all ayes, motion carried.

ATTEST:

Gail Boddicker, Finance Officer

Jerry Styles, Town Board President

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6A

Claims for approval 11-07-2023

VENDOR	REFERENCE	AMOUNT
A & B BUSINESS EQUIPMENT INC	MONTHLY PRINTER/FAX FEE	\$574.80
AMERICAN LEGAL PUBLISHING Corp	Folio/Internet Supplemnt Pg	\$195.00
AXON ENTERPRISE INC.	Body Camera	\$649.30
BLACK HILLS ELECTRIC COOP.,Inc	Utilities/Electric	\$2,769.05
DANR	Stormwater construction	\$100.00
DSG-DAKOTA SUPPLY GROUP	Check Valves x 3,5th St Lift Station	\$1,206.43
CHUCK FERGUSON	Monthly agreement 10/2023	\$2,600.00
CHUCK FERGUSON	Preparation for lagoon pumping	\$1,071.61
G.J. HOLSWORTH & SON, INC.	Spread 20 Ton Rock	\$390.00
GOLDEN WEST TECHNOLOGIES	Monthly service-November 2023	\$576.00
GWORKS	Annual subscription	\$6,070.00
Hawkins, Inc.	Hydrogen Peroxide	\$223.95
HILLS SEPTIC	Emergency lagoon pumping	\$41,490.00
HORST TRUCKING	Gravel/Lagoon	\$1,304.55
JOHNSON LAW OFFICE	BOT mtg,email,revu,ordinance	\$1,795.50
MT RUSHMORE TELEPHONE	PHONE/INTERNET,13119646	\$258.49
PIONEER BANK & TRUST	Adobe,Newsltr	\$304.23
RURAL DEVELOPMENT	RD1 loan-November Interest	\$1,278.00
RURAL DEVELOPMENT	RD2 loan-November Interest	\$417.00
RURAL DEVELOPMENT	RD3 loan-November Interest	\$222.00
Southern Hills Publishing	Publishing/Legal	\$275.13
YESCO Rapid City	Fuse,mileage,labor	\$551.56
	Accounts Payable Total	\$64,322.60
Total Paid On: 10/30/2023	Legislative	\$1,296.69
	Financial administration	\$2,263.04
	Gen. Gov't buidings	\$155.84
	Water	\$335.43
	Sewer	\$126.00
	Promoting City/ BBB	\$42.00
	LE (Final)	\$484.61
EFTPS-Electronic Federal Tax		\$1,088.36
HEALTH POOL OF SOUTH DAKOTA	Admin single health/life 11/23	\$917.87
SOUTH DAKOTA RETIREMENT SYSTEM	SDRS	\$346.66
	Payroll Related Total	\$7,056.50
***** REPORT TOTAL *****		
GENERAL		\$ 15,548.43
BBB GROSS RECIPITS TAX		\$ 51.09
WATER		\$ 7,421.05
SEWER		\$ 48,358.53
	Total Funds	\$ 71,379.10

9c

From: sbh@goldenwest.net
Sent: Monday, October 23, 2023 11:12 AM
To: Gail Boddicker
Cc: 'Konda, Neal'; 'Talbot J. Wiczorek'
Subject: FW: Hermosa Water and Sewer test

Gail, Please review Southern Black Hills engineers response to the test results that you sent. Southern Black Hills will not pursue this issue any further. Thanks Don

Don Peterson
Southern Black Hills Rural Water

From: Don Peterson <sbh@goldenwest.net>
Sent: Monday, October 23, 2023 10:59 AM
To: Don Peterson <sbh@goldenwest.net>
Subject:

sbh@goldenwest.net

From: Kale McNaboe <kale@longbrancheng.com>
Sent: Thursday, October 19, 2023 8:37 AM
To: sbh@goldenwest.net
Subject: RE: Hermosa Water and Sewer Project | Response and verification information

The sewer main was tested as a low pressure air test which is typical of gravity sewer mains, you can see the hose leading to the ball in the pipe, and the low pressure readings on the gauges. The sewer main would have had to be done per the AWWA, which is 150-psi min. The gauges don't show that it was tested to 150-psi.

Kale R. McNaboe, P.E.
Principal Engineer



ENGINEERING • SURVEY • LAND PLANNING • HYDROLOGY
1220 E. Minnesota Street
Rapid City, South Dakota 57701
Phone: 605-721-4040
www.longbrancheng.com

From: sbh@goldenwest.net [mailto:sbh@goldenwest.net]
Sent: Thursday, October 19, 2023 8:09 AM
To: 'Kale McNaboe' <kale@longbrancheng.com>
Subject: FW: Hermosa Water and Sewer Project | Response and verification information

Kale, Have a look at the information sent . Thanks Don

Don Peterson
Southern Black Hills Rural Water

From: Gail Boddicker <gail@hermosasd.com>
Sent: Wednesday, October 18, 2023 5:13 PM
To: sbh@goldenwest.net
Subject: FW: Hermosa Water and Sewer Project | Response and verification information

Don,
I believe the attached information is what Kale has requested regarding the pressure test.

Please let me know if you need any additional information.

Thanks, Gail
255-4291

Sent from [Mail](#) for Windows

SITE OBSERVATION REPORT 13

PROJECT: Town of Hermosa – Water and Sewer Extension
Hermosa, South Dakota
DATE & TIME: March 23, 2022, 11:00 a.m. MT
WEATHER: Sunny, 55°, Wind NNW14 mph
REPORTED BY: Leah M. Berg, P.E.
PRESENT ON SITE: RCS: Chad and crew

OBSERVATIONS AND DISCUSSIONS:

1. RCS is actively working onsite.
2. Water and sewer mains have been installed. RCS is onsite to start testing the water main.
3. Water main static pressure at the existing fire hydrant is 20 psi. Water main testing cannot be conducted until pressure is corrected. Chuck Ferguson with the Town of Hermosa Public Works was notified and is actively working on the issue with the existing water distribution.
4. The last sections of sanitary sewer main were tested onsite without issue.



Photo 1: Static pressure at existing fire hydrant.

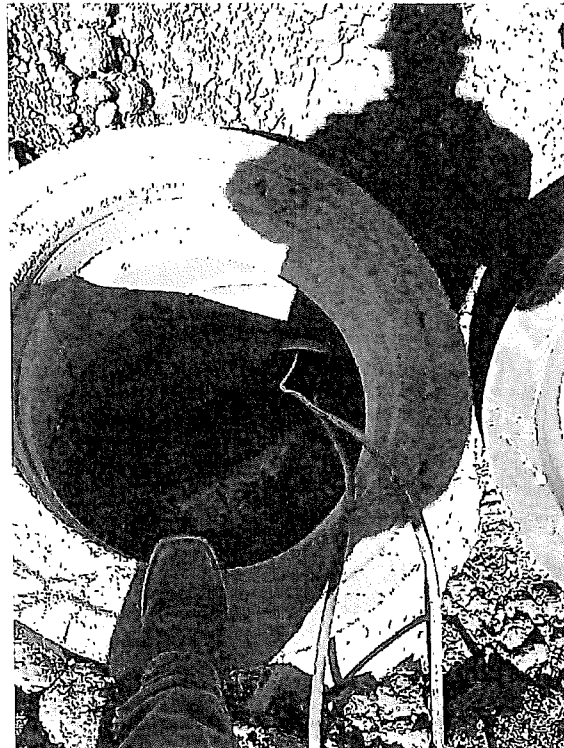


Photo 2: Manhole 2 during test.



Photo 3: Pressure Gauges at start of test.

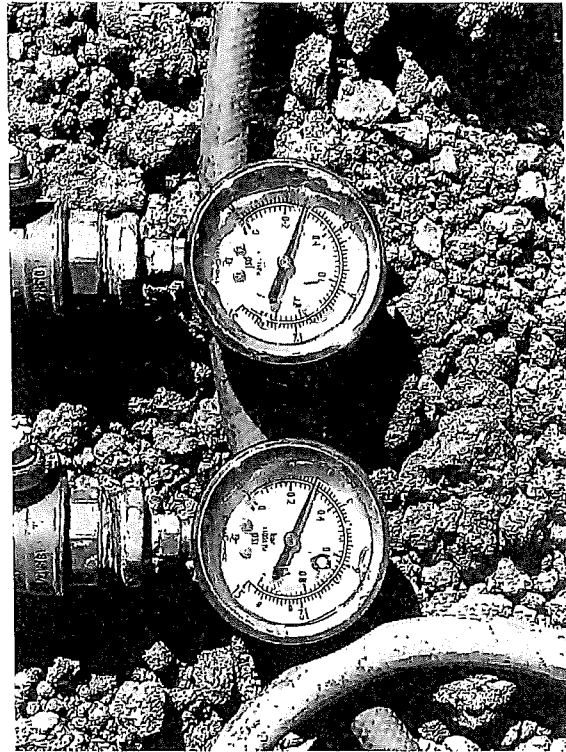


Photo 4: Pressure Gauges at the end of test.

END OF OBSERVATION REPORT

Copy: RCS Construction, Town of Hermosa, Leah Berg, Daniel Finch and Dropbox.

**HERMOSA PLANNING & ZONING BOARD
REGULAR MEETING
October 24, 2023 @ 6:00pm**



10A

ROLL CALL: Harris called the meeting to order at 6:00 pm with the following members present; Harris and Waltman – Klaski absent. Liaison Styles. Pledge of Allegiance led by Harris.

CALL FOR CHANGES: Motion made; seconded to approve the agenda as presented; vote; all aye, motion carried.

CONSENT CALENDAR: Motion made; seconded to approve the October 10, 2023, meeting minutes. Vote; all aye, motion carried.

CONFLICT OF INTEREST DECLARATION: None

OLD BUSINESS:

Permit 2022-25 – Parcels 009318 & 009319 – Design for Sewer System – Pending

NEW BUSINESS:

Permit 2023-22 - Residential Bldg., Floodplain – 120 2nd St. – Motion made and seconded to approve permit with request schematic diagram specifying placement of rebar be available to review at October 25th BOT meeting. vote; all ayes, motion carried. P&Z board made recommendation for BOT to considering waiving \$100 fee if citizen would start work one day earlier. Motion made and seconded, vote; all ayes, motion carried.

Permit 2023-23 – Residential Bldg., Digging/Grading – 185 N. Wilder St. – Discussion to waive required Engineer’s Staff Report. Motion made and seconded to approve permit with request for schematic drawing details to include flat work, foundation walls, footings, size and placement of rebar be available to review at October 25th BOT meeting. vote; all ayes, motion carried.

Permit 2023-24 – Commercial Bldg./Remodeling – 25 N. 2nd St. – Remodel work to be completed includes install new furnace, complete electrical work in the west room, install new LED lights, work sink, and finish installation of paneling on walls. P&Z board requested previous beam installation and new staircase needs to be inspected. Motion made, seconded to approve permit; vote; all ayes, motion carried. Motion made and seconded to waive \$75.00 application fee; vote; all ayes, motion carried.

REVIEW BOT MINUTES: October 17, 2023

ORDINANCE REVIEW & WORK ITEMS:

Solar (Panels) Ordinance – Pending

Review of 2018 Comprehensive Plan – Pending

COMPLETED WORK ITEMS SENT TO BOT:

TRUSTEE INPUT: Styles thanked everyone for coming. Harris indicated there will be a future meeting with Headwater Economics and Hermosa’s Floodplain Engineer (Elmer Claycomb) on Monday, November 13th at 6:00 pm at the Hermosa Town Office to discuss Hermosa’s drainage issues. The public is welcome to attend.

CITIZEN INPUT:

ADJOURN: Motion made, seconded to adjourn the meeting at 6:21 pm; Vote; all aye; motion carried.

Joan Harris, Planning & Zoning Board President

Jill Dybvig, Administrative Assistant

There may be a quorum of Board of Trustees present at Planning & Zoning Meetings

Open Work Orders

8/4/2023		Put up sign again by railroad tracks	Gail		HIGH				COMPLETE
8/4/2023		change speed sign on Whitney	Gail		MEDIUM				COMPLETE
8/8/2023	330 Ferguson	Turn water off - house empty	Lorenda Martin	Chuck	MEDIUM				
8/15/2023	Fairgrounds Plc	Install Speed Limit Signs	Law Enforcement		HIGH				
8/15/2023	Ferguson Rd	Fill Pot Hole just of Main St	Town Board		HIGH				
8/21/2023	300 E. Main #3	Meter not working	Jill		LOW				
8/21/2023	350 Vilas	Same meter reading 3 months	Jill		LOW				
8/21/2023	355 Main St.	Meter not working	Jill		LOW				
8/22/2023	10 N. 5th St.	excessive water use every month	Jill		MEDIUM				
8/29/2023	45 N. Ingalls D1	read meter	Jill		HIGH				
8/29/2023	37 2nd St.	read meter	Jill		HIGH				
9/3/2023	Vilas St	Correct signage	Law Enforcement		HIGH				
10/6/2023	155 N. Wilder	hook up garden meter	Gail		HIGH				
10/11/2023	Ferguson Rd	Tree Branches still need removed	K.Johnston		HIGH				
10/13/2023	465 Manning	Final Meter Reading	Bobbie		high				Completed
10/26/2023	Pasture	New meter needs to be installed	Chuck		HIGH				
10/26/2023	120 East Court	New lid on manhole	Linda		MEDIUM				
10/26/2023	805 Marie St.	Meter reader needs to be moved	Linda		MEDIUM				
10/26/2023	31 3rd. St.	Needs moved by meter.	Linda		MEDIUM				
10/26/2023	102 2nd St.	New lid on manhole	Linda		MEDIUM				
10/26/2023	270 Manning	New lid on manhole	Linda		MEDIUM				
10/30/2023	2nd, Folsom, Folsom Ct	Lights burned out	Resident		MEDIUM				

11E

**OPERATING AGREEMENT FOR MUNICIPAL ON-SALE
AND OFF-SALE LIQUOR ESTABLISHMENT**

1. **PARTIES:**

The parties to this agreement are **Hermosa Deli & Lounge** of Hermosa, S.D., hereinafter referred to as the "Operator" and the Town of Hermosa, a political subdivision of the State of South Dakota, hereinafter referred to as the "Town".

2. **PURPOSE:**

Under the provision of SDCL 35-4, the purpose of this agreement is to establish the terms and conditions of an operating agreement between the Operator and the Town as provided by SDCL 35-4.

3. **PROPERTY:**

The real property subject to the terms of this agreement is commonly known as: **Hermosa Deli & Lounge** located in the City of Hermosa, Custer County, State of South Dakota.

4. **TERMS OF THE AGREEMENT AND EFFECTIVE DATE:**

This agreement shall expire the 31st day of December, 2024.

5. **RENEWAL:**

Operator agrees to give the Town ninety (90) days advance written notice of its desire to renew.

6. **OBLIGATIONS OF OPERATOR:**

- a) The Operator shall be responsible for all operating expenses including, but not limited to, utilities, purchase of all liquor, taxes, insurance and license fees, if any.
- b) Cancellation of the agreement shall be made upon ninety (90) days written notice by either party.
- c) The Operator shall furnish a suitable building situated upon the following described real property: **Highway 79, 25 N. Heartland Express, Suite 101**, City of Hermosa, Custer County, State of South Dakota.
- d) Operator shall operate said on-sale establishment so situated and arranged and the business operated therein to be so conducted as to be in conformity with the ordinances of the Town of Hermosa and the laws of the State of South Dakota.
- e) Operator shall operate said off-sale establishment only on the days and during the hours specified by ordinance of the governing body of the Town and also in conformity with the laws of the State of South Dakota. This shall not be construed to mean, however, that there exists any restriction on the seasonal operation of the business provided all license fees hereunder are paid in a timely manner and Operator is in compliance with all laws and town ordinances. Furthermore, the

Operator shall notify local law enforcement of any change in operating hours or planned special events.

- f) Operator is to pay all sales tax and real estate property taxes when they are due and owing prior to becoming delinquent.
- g) Operator shall furnish to the Town, upon request, evidence of payment of all social Security, Withholding, Workmen's Compensation and Unemployment Insurance payments or premiums and the policies receipts therefore, along with evidence of payments of all rents, utilities and salaries on or before the 10th day of the calendar month when the same comes due.
- h) Operator agrees to furnish to the Town all records requested by the Town that are reasonably related to the issues involved in renegotiating this agreement.
- i) Operator shall maintain said premises in good repair so as to provide a safe and clean environment.
- j) Operator shall make a thorough and complete check of the age of any individual requesting to be served intoxicating liquor or other alcoholic beverages as is reasonably necessary to determine if said individual is of lawful age; and to immediately report to the proper officials for prosecution, any individual attempting to falsify his or her lawful age for the purpose of obtaining the service of alcoholic beverages or intoxicating liquor.

That Operator shall require that all it's employees and/or agents shall at the expense of the Operator, as a condition of employment, complete a nationally recognized training program approved by the South Dakota State Department of Revenue that provides instruction on techniques to prevent persons under the age of twenty-one (21) from purchasing alcoholic beverages within sixty (60) days after commencement of employment, or within sixty (60) days after execution of this Agreement for existing employees.

That Operator shall implement and maintain a written age identification policy and shall require each of its employees and/or agents to sign the same, and agree to abide by said age identification policy as a condition of continuing employment and/or agency with said establishment.

- k) Operator shall at all times and in every reasonable manner cooperate with the Custer County Sheriff's Department, and the law enforcement personnel of the State of South Dakota in allowing access to said premises, to establish the age of any individual or individuals found on said premises, and to maintain law and order of said premises.

7. **RESPONSIBILITIES OF OPERATOR REGARDING PATRONS:**

a) Any establishment duly permitted by the Town of Hermosa to sell liquor, wine or malt beverages is charged with the responsibility of maintaining a safe environment for its patrons. Any business establishment offering on-sale or off-sale liquor, wine or malt beverage within the corporate limits of Hermosa, South Dakota, shall adhere to the following requirements, procedures and protocol regarding patron activity and safety.

i.) An owner, manager or employee of an establishment is encouraged to contact the County Sheriff at the first indication of a situation which appears may result in the escalation of hostility between patrons or a patron and employee. Any failure by an establishment to make such contact resulting in injury to person, damage to property or commission of a criminal act may result in civil penalty against the establishment, ranging from a letter of reprimand to license suspension or revocation.

b) The owner and manager of an offending entity will upon written demand appear before the Town Board within five (5) days of such request or at the next Meeting of the Town Board of Trustees as may be directed by the Board. Any such reports, reprimands or other disciplinary action shall become a part of the licensee's permanent performance records.

8. **LIABILITY INSURANCE:**

Operator shall indemnify and hold the Town free and harmless from any and all liability, loss, damage or expense from accident or damage, either to itself or to persons or property of others, which may occur by reason of the exercise of the rights privileges herein granted, and shall, for the purpose of carrying out the provisions of the agreement, and prior to commencing operations of any kind, have in full force and effect, and file evidence thereof with the Finance Officer, a good and sufficient policy covering Five Hundred Thousand Dollars (\$500,000.00) each occurrence, One Million Dollars (\$1,000,000.00) aggregate overage with said policy to be executed by an insurance company authorized and qualified to do business in the State of South Dakota and conditioned to indemnify and save harmless the Town from and against any and all claims, actions, suits, liability, loss, cost expense or damage of any kind or description which may occur to or be suffered by the Town or by anyone by reason of the use of the real property described in Paragraph 3 herein. Proof of such insurance shall be provided by Operator and kept on file at the Town office. Operator shall also direct the insurance carrier to notify Town of cancellation or suspending policy.

9. **ASSIGNMENT:**

This agreement shall not be assigned, transferred, sold or in any manner conveyed without the express written and prior approval of the Hermosa Town Board and said approval shall not be unreasonably withheld.

10. **LICENSES/FEES:**

Handwritten signature or initials in the bottom right corner of the page.

- a) Operator agrees to pay the sum of Four Thousand Two Hundred Dollars (\$4200.00) per year for a retail on-sale liquor license, plus 5% of liquor and beer purchases. Said sum shall be payable at the rate of **Three Hundred Fifty Dollars (\$350.00) per month, and 5% of the liquor and beer purchases by the operator for the previous month. Proof of purchases (i.e. copies of invoices from the distributor) of the same must accompany payment each month.** Purchases will be verified by the distributor at the discretion of the Finance Officer. **Payments are to be made on the first (1st) day of each month with the right of prepayment.** In the event the Operator does not pay the monthly license fee by the close of business on the fifth (5th) day of each month to the Finance Officer at the Hermosa Town Office, PO Box 298, Hermosa, SD 57744, the license may be suspended immediately and Operator shall be subject to a \$50.00 late fee, plus \$25.00 per week thereafter. To redeem the license, the Operator shall pay three (3) monthly payments in advance in addition to the late fees. In addition, any returned checks will be subject to an additional \$100.00 penalty and \$35.00 fee at the first offense. Subsequent returned checks will result in payment terms of cash or money order only. Upon receipt of a returned check the license may be revoked immediately.
- b) The Operator agrees to maintain in good standing a South Dakota Video Lottery License and to operate not less than five (5) video lottery terminals. The Operator further agrees to pay the Town (~~\$-0-~~) per year, per video lottery machine, in addition to the license fee as permitted in SDCL 35-4-103.
- c) Operator shall purchase liquor, beer and wine directly from authorized liquor distributors in conformance with all applicable state laws.

11. **AREA OF LICENSE:**

Alcoholic beverages shall be sold only on the authorized premises authorized by the license in accordance with SDCL 35-4-75.

12. **CANCELLATION AND TERMINATION:**

Cancellation of this agreement shall be made upon ninety (90) days written notice by either party. In the event that either party to this agreement defaults in the performance of any of the terms, covenants, conditions or obligations of their agreement, assumed by that party, the parties agree that the party not in default shall have the option to cancel this agreement. Said option shall be exercisable by giving to the party in default, at their current address, by certified mail, ninety (90) days written notice of the nature of such default. In the event of the failure of the party in default to cure such default, within such ninety (90) day period, this agreement shall be deemed canceled and of no further binding effect on either of the parties to this agreement. If the Operator wishes to cancel this agreement, they may do so with ninety (90) days written notification by certified mailing to the Town.



13. **VIDEO LOTTERY MACHINES:**

Operator must abide by all rules and regulations as set forth in S.D.C.L. Chapter 42-7A, including but not limited to the following:

- a) **Placement of machines and separation wall required:** S.D.C.L. § 42-7A-37.1
Restrictions on licensed establishment

A business licensed pursuant to subdivision 35-4-2 (12) and (16) may not be a licensed establishment for video lottery placement pursuant to subdivision 42-7A-1 (6) unless it is a bar or lounge. For the purposes of this section, a bar or lounge is an enterprise primarily maintained and operated for the selling, dispensing and consumption of alcoholic beverages on the premises and may also include the sale and service of food. A bar or lounge may be physically connected to another enterprise within the same building, which enterprise may be owned or operated by the same person. There may be interior access between a bar or lounge and a connected enterprise. However, there shall be a floor to ceiling opaque wall separation between the two enterprises. A separation wall may be constructed to provide visual and physical access for employees from areas in the building not open to the public. The bar or lounge shall have a separate entrance and exit. A separate entrance and exit is not required if entrance to the bar may only be obtained from the other distinct enterprise and the public may not enter the other enterprise by first passing through the bar or lounge. All video lottery machines shall be adequately monitored during business hours. Adequate monitoring shall be accomplished by the personal presence of an employee or by an employee using video cameras or mirrors and periodic inspections of the bar or lounge. No new license may be issued to any establishment after July 1, 1992, unless such establishment complies with this section. No license may be renewed to any establishment after July 1, 1993, unless such establishment complies with this section.

- b). **Number of machines and age restrictions to be displayed:** S.D.C.L. § 42-7A-44 Rules for placement of video lottery machines -- Number limited -- Placement in bar or lounge with on-sale License.

The placement of video lottery machines in licensed establishments shall be subject to the rules of the commission promulgated pursuant to chapter 1-26. No more than ten video lottery machines may be placed in any licensed establishment. The bar or lounge with an on-sale license issued pursuant to subdivision 35-4-2 (12) or (16) shall be restricted to persons twenty-one years of age or older. The entrance to the area where video lottery machines are located shall display a sign that the premises are restricted to persons twenty-one years or older. Notwithstanding the restrictions in §§ 35-4-79 to 35-4-79.2, inclusive, persons under the age of twenty-one may only enter the premises where video lottery machines are located provided they are accompanied by a parent, guardian or spouse of twenty-one years or older.

14. **NOTICE:**

Any notice provided for herein may be given by registered or certified United States mail, postage and fees prepaid, and addressed, if to the Operator, as described in paragraph 1 herein, with the principal office located on Highway 79, 25 N. Heartland Express, Suite 101, Hermosa, SD, addressed to MG Oil, - Hermosa, PO Box 1006, Rapid City, SD. 57709, and if to the Town, at PO Box 298, Hermosa, South Dakota 57744. The places to which notices are to be given hereunder may be changed from time to time by either party by written notice, given to the other.

15. **COMPLIANCE WITH ALL LAWS AND CODES:**

The Operator shall observe all statutory laws of the State of South Dakota, and all ordinances of the Town. Further this Agreement is contingent upon Operator complying with the applicable provisions of the Uniform Fire Code as determined by and consistent with the recommendations of the State Fire Marshal. Failure to comply with such recommendations shall result in termination of this Agreement.

16. **MUTUAL OBLIGATIONS:**

Each of the parties shall fully comply with the provisions of SDCL 35-4, and all related State Laws and Town Ordinances.

17. **MODIFICATIONS:**

This agreement cannot be modified or changed, unless in writing, signed by the Operator and Board of Trustees of the Town.

18. **PERSONAL NATURE OF RIGHTS GRANTED:**

All rights granted hereunder are to be regarded as personal rights granted to the Operator. The release of any of the Operator signatories shall constitute termination of this agreement.

19. **INTEGRATION:**

This agreement constitutes the entire agreement between the parties and there are no agreements, oral or otherwise, other than those contained herein.

20. **RELEASE OF LIABILITY AND INDEMNIFICATION:**

Operator acknowledges that this agreement does not create a relationship of any kind between the Operator and Town other than Town authorizes Operator to possess a valid license for the sale of alcoholic beverages. Operator shall indemnify, defend and hold Town harmless from and reimburse Town with respect to, any and all losses, damages, liabilities, claims, judgments, costs and expenses (including attorney's fees and costs) of any nature whatsoever Town shall suffer as a result of Operator's breach of any representation, warranty, covenant or agreement contained herein or as a result of Operator's operation of Operator's above-listed place of business.


1.5

21. **CAPTIONS:**

The paragraph captions contained in this agreement are not intended to either broaden or limit the interpretation of this agreement.

TOWN BOARD APPROVAL DATE: _____

OPERATOR:

By: 
Troy Erickson, President

DATE: 10/13/2023

ITS: _____

DATE: _____

TOWN OF HERMOSA:

Jerry Styles
Town Board President

DATE: _____

ATTEST:

Gail Boddicker
Finance Officer

DATE: _____

**OPERATING AGREEMENT FOR MUNICIPAL ON-SALE
AND OFF-SALE LIQUOR ESTABLISHMENT**

1. **PARTIES:**

The parties to this agreement are: Lazy R' Bar & Grill, of Hermosa, S. D., hereinafter referred to as the "Operator" and the Town of Hermosa, a political subdivision of the State of South Dakota, hereinafter referred to as the "Town".

2. **PURPOSE:**

Under the provision of SDCL 35-4, the purpose of this agreement is to establish the terms and conditions of an operating agreement between the Operator and the Town as provided by SDCL 35-4.

3. **PROPERTY:**

The real property subject to the terms of this agreement is commonly known as: Lazy R' Bar & Grill located in the City of Hermosa, Custer County, State of South Dakota.

4. **TERMS OF THE AGREEMENT AND EFFECTIVE DATE:**

This agreement shall expire the 31st day of December, 2024.

5. **RENEWAL:**

Operator agrees to give the Town ninety (90) days advance written notice of its desire to renew.

6. **OBLIGATIONS OF OPERATOR:**

- a) The Operator shall be responsible for all operating expenses including, but not limited to, utilities, purchase of all liquor, taxes, insurance and license fees, if any.
- b) Upon just cause, cancellation of the agreement shall be made upon ninety (90) days written notice by either party.
- c) The Operator shall furnish a suitable building situated upon the following described real property: N ½ NE ¼ NE ¼ SE ¼ & E ½ NE ¼ NW ¼ NE ¼ SE ¼ Sec 30 T2 R8, City of Hermosa, Custer County, State of South Dakota.
- d) Operator shall operate said on-sale establishment so situated and arranged and the business operated therein to be so conducted as to be in conformity with the ordinances of the Town of Hermosa and the laws of the State of South Dakota.
- e) Operator shall operate said off-sale establishment only on the days and during the hours specified by ordinance of the governing body of the Town and also in conformity with the laws of the State of South Dakota. This shall not be construed to mean, however, that there exists any restriction on the seasonal operation of the business provided all license fees hereunder are paid in a timely manner and Operator is in compliance with all laws and town ordinances. Furthermore, the

Operator shall notify local law enforcement of any change in operating hours or planned special events.

- f) Operator is to pay all sales tax and real estate property taxes when they are due and owing prior to becoming delinquent.
- g) Operator shall furnish to the Town, upon request, evidence of payment of all social Security, Withholding, Workmen's Compensation and Unemployment Insurance payments or premiums and the policies receipts therefore, along with evidence of payments of all rents, utilities and salaries on or before the 10th day of the calendar month when the same comes due.
- h) Operator agrees to furnish to the Town all annually required qualifying documentation, as outlined within Alcohol Ordinance #4, Section 4.06, titled "Requirements for on-sale full-service restaurant licenses", to be utilized in the renegotiating this agreement.
- i) Operator shall maintain said premises in good repair so as to provide a safe and clean environment.
- j) Operator shall make a thorough and complete check of the age of any individual requesting to be served intoxicating liquor or other alcoholic beverages as is reasonably necessary to determine if said individual is of lawful age; and to immediately report to the proper officials for prosecution, any individual attempting to falsify his or her lawful age for the purpose of obtaining the service of alcoholic beverages or intoxicating liquor.

That Operator shall require that all it's employees and/or agents shall at the expense of the Operator, as a condition of employment, complete a nationally recognized training program approved by the South Dakota State Department of Revenue that provides instruction on techniques to prevent persons under the age of twenty-one (21) from purchasing alcoholic beverages within sixty (60) days after commencement of employment, or within sixty (60) days after execution of this Agreement for existing employees.

That Operator shall implement and maintain a written age identification policy and shall require each of its employees and/or agents to sign the same, and agree to abide by said age identification policy as a condition of continuing employment and/or agency with said establishment.

- k) Operator shall at all times and in every reasonable manner cooperate with the Custer County Sheriff's Department, and the law enforcement personnel of the State of South Dakota in allowing access to said premises, to establish the age of any individual or individuals found on said premises, and to maintain law and order of said premises.

7. **RESPONSIBILITIES OF OPERATOR REGARDING PATRONS:**

- a) Any establishment duly permitted by the Town of Hermosa to sell liquor, wine or malt beverages is charged with the responsibility of maintaining a safe environment for its patrons. Any business establishment offering on-sale or off-sale liquor, wine or malt beverage within the corporate limits of Hermosa, South Dakota, shall adhere to the following requirements, procedures and protocol regarding patron activity and safety.
 - i.) An owner, manager or employee of an establishment is encouraged to contact the County Sheriff upon determination of a situation which appears may result in the escalation of hostility between patrons or a patron and employee. Any failure by an establishment to make such contact resulting in injury to person, damage to property or commission of a criminal act may result in civil penalty against the establishment, ranging from a letter of reprimand to license suspension or revocation.
- b) The owner and manager of an offending entity will upon written demand appear before the Town Board within five (5) days of such request or at the next Meeting of the Town Board of Trustees as may be directed by the Board. Any such reports, reprimands or other disciplinary action shall become a part of the licensee's permanent performance records.

8. **LIABILITY INSURANCE:**

Operator shall indemnify and hold the Town free and harmless from any and all liability, loss, damage or expense from accident or damage, either to itself or to persons or property of others, which may occur by reason of the exercise of the rights privileges herein granted, and shall, for the purpose of carrying out the provisions of the agreement, and prior to commencing operations of any kind, have in full force and effect, and file evidence thereof with the Finance Officer, a good and sufficient policy covering Five Hundred Thousand Dollars (\$500,000.00) each occurrence, One Million Dollars (\$1,000,000.00) aggregate coverage with said policy to be executed by an insurance company authorized and qualified to do business in the State of South Dakota and conditioned to indemnify and save harmless the Town from and against any and all claims, actions, suits, liability, loss, cost expense or damage of any kind or description which may occur to or be suffered by the Town or by anyone by reason of the use of the real property described in Paragraph 3 herein. Proof of such insurance shall be provided by Operator and kept on file at the Town office. Operator shall also direct the insurance carrier to notify Town of cancellation or suspending policy.

9. **ASSIGNMENT:**

This agreement shall not be assigned, transferred, sold or in any manner conveyed without the express written and prior approval of the Hermosa Town Board and said approval shall not be unreasonably withheld.

10. **LICENSES/FEES:**

- a) Operator agrees to pay the one-time initial licensing fee for a Full-Service Restaurant license equal to one dollar for each person residing within the municipality, as measured by the last preceding decennial federal census (2010), totaling Three Hundred Ninety Eight Dollars (\$398), as outlined within Alcohol Ordinance #4, Section 4.06E.
- b) Operator agrees to pay the sum of Three Thousand Dollars (\$3,000.00) per year for a Full-Service Restaurant license, plus 5% of all liquor, wine, and beer purchases. Said sum shall be payable at the rate of **Two Hundred Fifty Dollars (\$250) per month, and 5% of the liquor, wine, and beer purchases by the operator for the previous month. Proof of purchases (i.e. copies of invoices from the distributor) of the same must accompany payment each month.** Purchases will be verified by the distributor at the discretion of the Finance Officer. **Payments are to be made on the first (1st) day of each month with the right of prepayment.** In the event the Operator does not pay the monthly license fee by the close of business on the fifth (5th) day of each month to the Finance Officer at the Hermosa Town Office, PO Box 298, Hermosa, SD 57744, the license may be suspended immediately and Operator shall be subject to a \$50.00 late fee, plus \$25.00 per week thereafter. To redeem the license, the Operator shall pay three (3) monthly payments in advance in addition to the late fees. In addition, any returned checks will be subject to an additional \$100.00 penalty and \$35.00 fee at the first offense. Subsequent returned checks will result in payment terms of cash or money order only. Upon receipt of a returned check the license may be revoked immediately.
- c) The Operator agrees to maintain in good standing a South Dakota Video Lottery License and to operate not less than zero (0) video lottery terminals. The Operator further agrees to pay the Town (\$ -0-) per year, per video lottery machine, in addition to the license fee as permitted in SDCL 35-4-103.
- d) Operator shall purchase liquor, beer and wine (if applicable) directly from authorized liquor distributors in conformance with all applicable state laws.

11. **AREA OF LICENSE:**

Alcoholic beverages shall be sold only on the authorized premises authorized by the license in accordance with SDCL 35-4-75.

12. **CANCELLATION AND TERMINATION:**

Request for cancellation of this agreement requires just cause, and shall be made upon ninety (90) days written notice by either party. In the event that either party to this agreement defaults in the performance of any of the terms, covenants, conditions or obligations of their agreement, assumed by that party, the parties agree that the party not in default shall have the option to cancel this agreement. Said option shall be exercisable by giving to the party in default, at their current address, by certified mail, ninety (90) days

written notice of the nature of such default. In the event of the failure of the party in default to cure such default, within such ninety (90) day period, this agreement shall be deemed canceled and of no further binding effect on either of the parties to this agreement. If the Operator wishes to cancel this agreement, they may do so with ninety (90) days written notification by certified mailing to the Town.

13. **VIDEO LOTTERY MACHINES:**

Operator must abide by all rules and regulations as set forth in S.D.C.L.

14. **NOTICE:**

Any notice provided for herein may be given by registered or certified United States mail, postage and fees prepaid, and addressed, if to the Operator, as described in paragraph 1 herein, with the principal office located at 24547 Hwy 79, Hermosa, SD., addressed to PO Box 341, Hermosa SD 57744, and if to the Town, at PO Box 298, Hermosa, South Dakota 57744. The places to which notices are to be given hereunder may be changed from time to time by either party by written notice, given to the other.

15. **COMPLIANCE WITH ALL LAWS AND CODES:**

The Operator shall observe all statutory laws of the State of South Dakota, and all ordinances of the Town of Hermosa. Failure to comply with such recommendations shall result in termination of this Agreement.

16. **MUTUAL OBLIGATIONS:**

Each of the parties shall fully comply with the provisions of SDCL 35-4, and all related State Laws and Town Ordinances.

17. **MODIFICATIONS:**

This agreement cannot be modified or changed, unless in writing, signed by the Operator(s) and Board of Trustees of the Town.

18. **PERSONAL NATURE OF RIGHTS GRANTED:**

All rights granted hereunder are to be regarded as personal rights granted to the Operator. The release of any of the Operator signatories shall constitute termination of this agreement.

19. **INTEGRATION:**

This agreement constitutes the entire agreement between the parties and there are no agreements, oral or otherwise, other than those contained herein.

20. **RELEASE OF LIABILITY AND INDEMNIFICATION:**

Operator acknowledges that this agreement does not create a relationship of any kind between the Operator and Town other than Town authorizes Operator to possess a valid license for the sale of alcoholic beverages. Operator shall indemnify, defend and hold Town harmless from and reimburse Town with respect to, any and all losses, damages, liabilities, claims, judgments, costs and expenses (including attorney's fees and costs) of any nature whatsoever Town shall suffer as a result of Operator's breach of any

representation, warranty, covenant or agreement contained herein or as a result of Operator's operation of Operator's above-listed place of business.

21. **CAPTIONS:**

The paragraph captions contained in this agreement are not intended to either broaden or limit the interpretation of this agreement.

TOWN BOARD APPROVAL DATE:

OPERATOR(S):

By: John Wiles
(John Wiles) Owner

DATE: 11/1/23

By: Crystal Wiles
(Crystal Wiles) Owner

DATE: 11/1/2023

ITS: _____

DATE: _____

TOWN OF HERMOSA:

Jerry Styles, Board President

DATE: _____

ATTEST:

Gail Boddicker, Finance Officer

DATE: _____

Date Received _____
Date Issued _____

2024

License No. PL-4469

12F

Uniform Alcoholic Beverage License Application

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

B. Doing Business As Name and Physical Address

TOWN OF HERMOSA
PO BOX 1006
RAPID CITY, SD 57709-1006

Lic # PL-4469
CORNER PANTRY TRAVEL CENTER
25 N HEARTLAND EXP #101
HERMOSA, SD 57744

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

Business Telephone #: 605-255-4555

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:

Out lot M of J&B Subdivision Section 30, T2, R8, Custer County, South Dakota

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: 1014-8577-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 10/13/2023 Print Name Troy Erickson 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

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

(Seal) _____
Mayor or Chairman

If disapproved, endorse reason thereon and return to applicant

Please complete reverse side

ATTACHMENT TO:

UNIFORM ALCOHOLIC BEVERAGE LICENSE APPLICATION

Name of any officers, directors or stockholders of applicant Corporation having a financial interest or capital stock in any other retail, liquor outlet:

MG OIL COMPANY

Marlyn G. Erickson & Troy M. Erickson

Loc #	Location Name	Location Address	Type of License	License Nun	Owner
4	Corner Pantry #4	Rapid City, SD	Package (off-sale) Malt Beverage &	RB-25630	MG Oil
5	Corner Pantry #5	Rapid City, SD	Package (off-sale) Malt Beverage &	RB-25627	MG Oil
6	Corner Pantry #6	Sturgis, SD	Package (off-sale) Malt Beverage &	RB-25497	MG Oil
8	Corner Pantry #8	Rapid City, SD	Package (off-sale) Malt Beverage &	RB-25629	MG Oil
9	Corner Pantry #9	Rapid City, SD	Package (off-sale) Malt Beverage &	RB-25626	MG Oil
10	Corner Pantry #10	Rapid City, SD	Package (off-sale) Malt Beverage &	RB-25625	MG Oil
11	Corner Pantry #11	Hot Springs, SD	Retail (on-off) Malt Beverage	RB-22547	MG Oil
11	Corner Pantry #11	Hot Springs, SD	Retail (on-off) Malt Beverage	RB-25225	MG Oil
12	Corner Pantry #12	Custer, SD	Retail (on-off) Malt Beverage	RB-3616	MG Oil
12	Corner Pantry #12	Custer, SD	Retail (on-off) Malt Beverage	RB-27312	MG Oil
13	Corner Pantry #13	Rapid City, SD	Package (off-sale) Malt Beverage &	RB-25624	MG Oil
14	Corner Pantry Deadwood Ave #14	Rapid City, SD	Package (off-sale) Malt Beverage &	RB-25623	MG Oil
16	Corner Pantry Moon Meadows #16	Rapid City, SD	Package (off-sale) Malt Beverage &	RB-25295	MG Oil
18	Corner Pantry Lacrosse #18	Rapid City, SD	Package (off-sale) Malt Beverage &	RB-25628	MG Oil
19	Corner Pantry #19	Brookings, SD	Retail (on-off) Malt Beverage	RB-20065	MG Oil
20	Homestead Casino	Philip, SD	Retail (on-off) Malt Beverage	RB-24841	MG Oil
20	Corner Pantry #20	Philip, SD	Retail (on-off) Malt Beverage	RB-3661	MG Oil
21	Corner Pantry #21	Rapid City, SD	Retail (on-off) Malt Beverage	RB-24086	MG Oil
21	Corner Pantry #21	Rapid City, SD	Retail (on-off) Malt Beverage	RB-25294	MG Oil
22	Metro City Corner Pantry #22	Fort Pierre, SD	Retail (on-off) Malt Beverage	RB-2555	MG Oil
23	Corner Pantry #23	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-2669	MG Oil
24	Corner Pantry #24	Brookings, SD	Retail (on-off) Malt Beverage	RB-19483	MG Oil
24	Corner Pantry #24-B	Brookings, SD	Retail (on-off) Malt Beverage	RB-28002	MG Oil
25	Corner Pantry #25	Huron, SD	Retail (on-off) Malt Beverage	RB-2589	MG Oil
26	Corner Pantry #26	Huron, SD	Retail (on-off) Malt Beverage	RB-2730	MG Oil
27	Corner Pantry #27	Huron, SD	Retail (on-off) Malt Beverage	RB-2140	MG Oil
27	Corner Pantry #27 - 2	Huron, SD	Retail (on-off) Malt Beverage		MG Oil
29	Corner Pantry #29	Huron, SD	Retail (on-off) Malt Beverage	RB-18935	MG Oil
29	Corner Pantry #29B	Huron, SD	Retail (on-off) Malt Beverage	RB-23334	MG Oil
30	Corner Pantry #30	Huron, SD	Retail (on-off) Malt Beverage	RB-2732	MG Oil
30	Corner Pantry Casino #30	Huron, SD	Retail (on-off) Malt Beverage	RB-20010	MG Oil
30	Corner Pantry Casino #30-2	Huron, SD	Retail (on-off) Malt Beverage		MG Oil
31	Corner Pantry #31	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-28310	MG Oil
32	Corner Pantry #32	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-24826	MG Oil
32	Corner Pantry #32 B	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-27731	MG Oil
33	Corner Pantry #33	North Sioux City	Retail (on-off) Malt Beverage	RB-2365	MG Oil
33	Corner Pantry #33 Casino	North Sioux City	Retail (on-off) Malt Beverage	RB-3535	MG Oil
33	Corner Pantry #33 Casino - 2	North Sioux City	Retail (on-off) Malt Beverage	RB-2852	MG Oil
33	Corner Pantry #33 Casino - 3	North Sioux City	Retail (on-off) Malt Beverage	RB-2142	MG Oil
45	The Park	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2962	MG Oil
45	The Park 2	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2997	MG Oil
45	The Park 3	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3023	MG Oil
46	Market Square	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3027	MG Oil
46	Market Square II	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2604	MG Oil
46	Market Square - 3	Rapid City, SD	Retail (on-off) Malt Beverage	RB-27874	MG Oil
46	Market Square - 4	Rapid City, SD	Retail (on-off) Malt Beverage	RB-27967	MG Oil
51	Corner Pantry Travel Plaza Casino	North Sioux City	Retail (on-off) Malt Beverage	RB-2605	MG Oil
51	Corner Pantry Travel Plaza Casino - 2	North Sioux City	Retail (on-off) Malt Beverage	RB-2873	MG Oil
51	Corner Pantry Travel Plaza Casino - 3	North Sioux City	Retail (on-off) Malt Beverage	RB-2877	MG Oil
51	Corner Pantry Travel Plaza Casino - 4	North Sioux City	Retail (on-off) Malt Beverage	RB-2891	MG Oil
51	Corner Pantry Travel Plaza Casino - 5	North Sioux City	Retail (on-off) Malt Beverage	RB-2890	MG Oil
52	Flying J Travel Plaza	Box Elder, SD	Retail (on-off) Malt Beverage	RB-2977	MG Oil
53	Truck Stop Lounge	Box Elder, SD	Retail (on-off) Malt Beverage	RB-2743	MG Oil
54	Flying J Hermosa / Town of Hermosa	Hermosa, SD	Retail (on-off) Malt Beverage	RB-2776	MG Oil
57	Mint Casino	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-27571	MG Oil
57	Mint Casino - 2	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-27572	MG Oil
57	Mint Casino - 3	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-28181	MG Oil
57	Mint Casino - 4	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-28182	MG Oil
60	Happy Jacks Sioux Falls II	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-21995	MG Oil
60	Happy Jacks Sioux Falls II - B	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-26718	MG Oil
61	LaCrosse Street Casino #1	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2797	MG Oil
61	LaCrosse Street Casino #2	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3011	MG Oil

ATTACHMENT TO:

UNIFORM ALCOHOLIC BEVERAGE LICENSE APPLICATION

Name of any officers, directors or stockholders of applicant Corporation having a financial interest or capital stock in any other retail, liquor outlet:

MG OIL COMPANY

Marlyn G. Erickson & Troy M. Erickson

Loc #	Location Name	Location Address	Type of License	License Nun	Owner
61	Lacrosse Street Casino #3	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3114	MG Oil
63	Rushmore Casino III	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2342	MG Oil
63	Rushmore Casino	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2952	MG Oil
63	Rushmore Casino II	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3015	MG Oil
64	BP Casino II	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2966	MG Oil
64	BP Casino	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3012	MG Oil
65	777 Casino West	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2275	MG Oil
65	777 Casino West #2	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3039	MG Oil
67	777 Casino South	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3004	MG Oil
67	777 Casino South Too	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2987	MG Oil
67	777 Casino South 3	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2946	MG Oil
68	Chance's Casino	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2967	MG Oil
68	Chance's Casino Too	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3590	MG Oil
68	Chances Casino 3	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3037	MG Oil
68	Chances Casino 4	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3208	MG Oil
68	Chances Casino 5	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3005	MG Oil
69	Jokerz 7	Tea, SD	Retail (on-off) Malt Beverage	RB-2528	MG Oil
69	Jokerz 7-B	Tea, SD	Retail (on-off) Malt Beverage	RB-21591	MG Oil
69	Jokerz 7-C	Tea, SD	Retail (on-off) Malt Beverage	RB-28140	MG Oil
69	Jokerz 7-D	Tea, SD	Retail (on-off) Malt Beverage	RB-28139	MG Oil
74	Dakota Star Casino	Brandon, SD	Retail (on-off) Malt Beverage	RB-26575	MG Oil
74	Dakota Star Casino - 2	Brandon, SD	Retail (on-off) Malt Beverage	RB-3612	MG Oil
74	Dakota Star Casino - 3	Brandon, SD	Retail (on-off) Malt Beverage	RB-3167	MG Oil
75	Jokerz Mitchell	Mitchell, SD	Retail (on-off) Malt Beverage	RB-2828	MG Oil
75	Jokerz Mitchell - 2	Mitchell, SD	Retail (on-off) Malt Beverage	RB-3833	MG Oil
78	Jokerz 4	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-3119	MG Oil
78	Jokerz 5	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-24624	MG Oil
78	Jokerz 6	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-24623	MG Oil
80	Happy Jacks of Pierre #1	Pierre, SD	Retail (on-off) Malt Beverage	RB-3449	MG Oil
80	Happy Jacks of Pierre #2	Pierre, SD	Retail (on-off) Malt Beverage	RB-22518	MG Oil
80	Happy Jacks of Pierre #3	Pierre, SD	Retail (on-off) Malt Beverage	RB-22511	MG Oil
80	Happy Jacks of Pierre #4	Pierre, SD	Retail (on-off) Malt Beverage	RB-29265	MG Oil
81	Happy Jacks East	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3006	MG Oil
81	Happy Jacks Too	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3657	MG Oil
81	Happy Jacks East #3	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3810	MG Oil
85	Happy Jacks Summerset 2	Summerset, SD	Retail (on-off) Malt Beverage	RB-18919	MG Oil
85	Happy Jacks Summerset	Summerset, SD	Retail (on-off) Malt Beverage	RB-2318	MG Oil
91	Happy Jacks Sioux Falls III	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-3385	MG Oil
91	Happy Jacks Sioux Falls III - 3	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-27176	MG Oil
92	Happy Jacks Sioux Falls IV	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-26636	MG Oil
92	Happy Jacks Sioux Falls IV - B	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-26719	MG Oil
93	Toby's Casino North II	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3044	MG Oil
93	Toby's Casino North I	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3219	MG Oil
94	Toby's Casino South Too	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3538	MG Oil
94	Toby's Casino South	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3593	MG Oil
97	Jokers Casino South	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2808	MG Oil
97	Jokers Casino South II	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3508	MG Oil
98	Jackpot Casino Too #2	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2343	MG Oil
98	Jackpot Casino Too #3	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2969	MG Oil
98	Jackpot Casino Too	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2995	MG Oil
99	Valley Square Casino	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3594	MG Oil
99	Valley Square Sports Pub	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3599	MG Oil
603	The Lie-brary - 3	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-27080	MG Oil
605	Village Bowl 5	Mitchell, SD	Retail (on-off) Malt Beverage	RB-23601	MG Oil
605	Village Bowl 4	Mitchell, SD	Retail (on-off) Malt Beverage	RB-2844	MG Oil
606	Alpine Sports Bar & Casino 2	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-26751	MG Oil
607	The Lanes - B	Brookings, SD	Retail (on-off) Malt Beverage	RB-27244	MG Oil
607	The Lanes - C	Brookings, SD	Retail (on-off) Malt Beverage	RB-27245	MG Oil
608	Country Market II-B	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2964	MG Oil
619	Falls Casino	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-29136	MG Oil
619	Falls Casino - 2	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-29137	MG Oil
619	Falls Casino - 3	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-29135	MG Oil

ATTACHMENT TO:

UNIFORM ALCOHOLIC BEVERAGE LICENSE APPLICATION

Name of any officers, directors or stockholders of applicant Corporation having a financial interest or capital stock in any other retail, liquor outlet:

MG OIL COMPANY

Marlyn G. Erickson & Troy M. Erickson

Loc #	Location Name	Location Address	Type of License	License Nun	Owner
750	Jokerz 8	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-26743	MG Oil
750	Jokerz 8 -2	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-3116	MG Oil
750	Jokerz 8 -3	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-28611	MG Oil
751	Jokerz Casino 31	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-22006	MG Oil
752	Cash Out Casino and Vape - 2	Huron, SD	Retail (on-off) Malt Beverage	RB-26370	MG Oil
752	Cash Out Casino and Vape - 4	Huron, SD	Retail (on-off) Malt Beverage	RB-25870	MG Oil
753	Jokerz 9	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3588	MG Oil
753	Jokerz 9-2	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3912	MG Oil
776	Jokerz I-90	Rapid City, SD	Retail (on-off) Malt Beverage	RB-29239	MG Oil
776	Jokerz I-90 - 2	Rapid City, SD	Retail (on-off) Malt Beverage	RB-29238	MG Oil
776	Jokerz I-90 - 3	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2996	MG Oil
777	777 Casino	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-26483	MG Oil
777	777 Casino - 2	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-27199	MG Oil
778	777 Casino North A	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-27573	MG Oil
778	777 Casino North B	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-27574	MG Oil
778	777 Casino North C	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-27575	MG Oil
779	777 Casino East	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB 23116	MG Oil
779	777 Casino East - 2	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-3379	MG Oil
779	777 Casino East - 3	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-3473	MG Oil
780	777 Casino & Liquor	Yankton	Retail (on-off) Malt Beverage	RB-3638	MG Oil
780	777 Casino & Liquor - 2	Yankton	Retail (on-off) Malt Beverage	RB-3346	MG Oil
780	777 Casino & Liquor - 3	Yankton	Retail (on-off) Malt Beverage	RB-3397	MG Oil
8	Corner Pantry #8	Rapid City, SD	Package (off-sale) Liquor	PL-20178	MG Oil
18	Corner Pantry Lacrosse #18	Rapid City, SD	Package (off-sale) Liquor	PL-4443	MG Oil
53	Truck Stop Lounge	Box Elder, SD	Retail (on-sale) Liquor	RL-5383	MG Oil
56	J Bar - Truck Stop Lounge North	Box Elder, SD	Retail (on-sale) Liquor	RL-5462	MG Oil
19	Corner Pantry #19	Brookings, SD	Retail (on-off Sale) Wine	RW-21522	MG Oil
607	The Lanes	Brookings, SD	Retail (on-sale) Liquor	RL-6262	MG Oil
23	Corner Pantry 23	Sioux Falls, SD	Package (off-sale) Liquor	PL-4835	MG Oil
22	Metro City Corner Pantry #22	Fort Pierre, SD	Package (off-sale) Liquor	PL-4566	MG Oil
43	Hop Scotch	Fort Pierre, SD	Retail (on-sale) Liquor	RL-5591	MG Oil
31	Corner Pantry #31	Sioux Falls, SD	Package (off-sale) Liquor	PL-4422	MG Oil
32	Corner Pantry #32	Sioux Falls, SD	Package (off-sale) Liquor	PL-4703	MG Oil
54	Corner Pantry Travel Center / Town of H	Hermosa, SD	Package (off-sale) Liquor	PL-4469	Town of He
55	Hermosa Deli and Lounge / Hermosa	Hermosa, SD	Retail (on-sale) Liquor Sunday Sale	RL-5208	Town of He
29	Corner Pantry #29	Huron, SD	Package (off-sale) Liquor	PL-4613	MG Oil
45	The Park	Rapid City, SD	Retail (on-sale) Liquor	RL-5869	MG Oil
45	The Park 3	Rapid City, SD	Retail (on-sale) Liquor	RL-5870	MG Oil
45	The Park 2	Rapid City, SD	Retail (on-sale) Liquor	RL-6329	MG Oil
30	Corner Pantry #30	Huron, SD	Retail (on-off Sale) Wine	RW-19267	MG Oil
752	Cash Out Casino and Vape	Huron, SD	Retail (on-sale) Liquor	RL-28257	MG Oil
752	Cash Out Casino and Vape - 3	Huron, SD	Retail (on-off Sale) Wine	RW-27536	MG Oil
605	Village Bowl 2	Mitchell, SD	Retail (on-sale) Liquor	RL-5759	MG Oil
605	Village Bowl	Mitchell, SD	Retail (on-sale) Liquor	RL-5766	MG Oil
605	Village Bowl 6	Mitchell, SD	Retail (on-sale) Liquor	RL-6380	MG Oil
605	Village Bowl 3	Mitchell, SD	Retail (on-off Sale) Wine	RW-6464	MG Oil
33	Corner Pantry #33	North Sioux City	Package (off-sale) Liquor	PL-4725	MG Oil
74	Dakota Star Casino - 2	Brandon, SD	Retail (on-off Sale) Wine	RW-23526	MG Oil
74	Dakota Star Casino	Brandon, SD	Retail (on-off Sale) Wine	RW-23527	MG Oil
78	Jokerz 4	Sioux Falls, SD	Retail (on-off Sale) Wine	RW-23114	MG Oil
33	Corner Pantry #33 Casino - 2	North Sioux City	Retail (on-off Sale) Wine	RW-7576	MG Oil
51	Corner Pantry Travel Plaza	North Sioux City	Package (off-sale) Liquor	PL-4734	MG Oil
600	18th Amendment	Sioux Falls, SD	Retail (on-sale) Liquor	RL 5930	MG Oil
600	18th Amendment - 2	Sioux Falls, SD	Retail (on-sale) Liquor	RL 6131	MG Oil
602	Billy Frog's	Sioux Falls, SD	Retail (on-sale) Liquor	RL 5203	MG Oil
603	Lie-Brary	Sioux Falls, SD	Retail (on-sale) Liquor	RL 6174	MG Oil
603	Lie-Brary - 2	Sioux Falls, SD	Retail (on-sale) Liquor	RL-26641	MG Oil
603	Lie-Brary - 2	Sioux Falls, SD	Retail (on-off Sale) Wine	RW-23141	MG Oil
604	Red Eye	Sioux Falls, SD	Retail (on-sale) Liquor	RL-5948	MG Oil
604	Grain Bin (Red Eye 2)	Sioux Falls, SD	Retail (on-sale) Liquor	RL-5938	MG Oil
51	Corner Pantry Travel Plaza Casino	North Sioux City	Retail (on-off Sale) Wine	RW-7575	MG Oil
51	Corner Pantry Travel Plaza Casino - 2	North Sioux City	Retail (on-off Sale) Wine	RW-6588	MG Oil

ATTACHMENT TO:

UNIFORM ALCOHOLIC BEVERAGE LICENSE APPLICATION

Name of any officers, directors or stockholders of applicant Corporation having a financial interest or capital stock in any other retail, liquor outlet:

MG OIL COMPANY

Marlyn G. Erickson & Troy M. Erickson

Loc #	Location Name	Location Address	Type of License	License Nun	Owner
20	Corner Pantry #20	Philip, SD	Package (off-sale) Liquor	PL-4742	MG Oil
80	Happy Jacks of Pierre #3	Pierre, SD	Retail (on-off Sale) Wine	RW-22512	MG Oil
606	Alpine Sports Bar & Casino	Sioux Falls, SD	Retail (on-sale) Liquor	RL-6168	MG Oil
21	Corner Pantry #21	Rapid City, SD	Retail (on-off Sale) Wine	RW-19127	MG Oil
608	Country Market II	Rapid City, SD	Retail (on-sale) Liquor	RL-5874	MG Oil
751	Jokerz Casino 31	Sioux Falls, SD	Retail (on-off Sale) Wine	RW-22515	MG Oil
85	Happy Jacks Summerset 2	Summerset, SD	Retail (on-sale) Liquor	RL-5278	MG Oil
69	Jokerz 7	Tea, SD	Retail (on-off Sale) Wine	RW-19954	MG Oil
778	777 North Casino - 2	Sioux Falls, SD	Retail (on-off Sale) Wine	RW-23215	MG Oil
779	777 Casino East	Sioux Falls, SD	Retail (on-sale) Liquor		MG Oil
780	777 Casino & Liquor	Yankton	Package (off-sale) Liquor	PL-4962	MG Oil
	49th Street Liquor	Sioux Falls, SD	Package (off-sale) Liquor	PL-28501	MG Oil

Date Received _____
Date Issued _____

2024

License No. RL-5208

Uniform Alcoholic Beverage License Application

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

B. Doing Business As Name and Physical Address

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

Lic # RL-5208
HERMOSA DELI & LOUNGE
25 N HEARTLAND EXP #104
HERMOSA, SD 57744-0117

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

Business Telephone #: 605-255-4555

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:

Out lot M of J&B Subdivision Section 30, T2, R8, Custer County, South Dakota

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: 1014-8578-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 10/13/2023 Print Name Troy Erickson 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 \$ _____
Amount of fee retained \$ _____
Forwarded with application \$ _____

If disapproved, endorse reason thereon and return to applicant

Please complete reverse side

ATTACHMENT TO:

UNIFORM ALCOHOLIC BEVERAGE LICENSE APPLICATION

Name of any officers, directors or stockholders of applicant Corporation having a financial interest or capital stock in any other retail, liquor outlet:

MG OIL COMPANY

Marlyn G. Erickson & Troy M. Erickson

Loc #	Location Name	Location Address	Type of License	License Nun	Owner
4	Corner Pantry #4	Rapid City, SD	Package (off-sale) Malt Beverage &	RB-25630	MG Oil
5	Corner Pantry #5	Rapid City, SD	Package (off-sale) Malt Beverage &	RB-25627	MG Oil
6	Corner Pantry #6	Sturgis, SD	Package (off-sale) Malt Beverage &	RB-25497	MG Oil
8	Corner Pantry #8	Rapid City, SD	Package (off-sale) Malt Beverage &	RB-25629	MG Oil
9	Corner Pantry #9	Rapid City, SD	Package (off-sale) Malt Beverage &	RB-25626	MG Oil
10	Corner Pantry #10	Rapid City, SD	Package (off-sale) Malt Beverage &	RB-25625	MG Oil
11	Corner Pantry #11	Hot Springs, SD	Retail (on-off) Malt Beverage	RB-22547	MG Oil
11	Corner Pantry #11	Hot Springs, SD	Retail (on-off) Malt Beverage	RB-25225	MG Oil
12	Corner Pantry #12	Custer, SD	Retail (on-off) Malt Beverage	RB-3616	MG Oil
12	Corner Pantry #12	Custer, SD	Retail (on-off) Malt Beverage	RB-27312	MG Oil
13	Corner Pantry #13	Rapid City, SD	Package (off-sale) Malt Beverage &	RB-25624	MG Oil
14	Corner Pantry Deadwood Ave #14	Rapid City, SD	Package (off-sale) Malt Beverage &	RB-25623	MG Oil
16	Corner Pantry Moon Meadows #16	Rapid City, SD	Package (off-sale) Malt Beverage &	RB-25295	MG Oil
18	Corner Pantry Lacrosse #18	Rapid City, SD	Package (off-sale) Malt Beverage &	RB-25628	MG Oil
19	Corner Pantry #19	Brookings, SD	Retail (on-off) Malt Beverage	RB-20065	MG Oil
20	Homestead Casino	Phillip, SD	Retail (on-off) Malt Beverage	RB-24841	MG Oil
20	Corner Pantry #20	Phillip, SD	Retail (on-off) Malt Beverage	RB-3661	MG Oil
21	Corner Pantry #21	Rapid City, SD	Retail (on-off) Malt Beverage	RB-24086	MG Oil
21	Corner Pantry #21	Rapid City, SD	Retail (on-off) Malt Beverage	RB-25294	MG Oil
22	Metro City Corner Pantry #22	Fort Pierre, SD	Retail (on-off) Malt Beverage	RB-2555	MG Oil
23	Corner Pantry #23	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-2669	MG Oil
24	Corner Pantry #24	Brookings, SD	Retail (on-off) Malt Beverage	RB-19483	MG Oil
24	Corner Pantry #24-B	Brookings, SD	Retail (on-off) Malt Beverage	RB-28002	MG Oil
25	Corner Pantry #25	Huron, SD	Retail (on-off) Malt Beverage	RB-2589	MG Oil
26	Corner Pantry #26	Huron, SD	Retail (on-off) Malt Beverage	RB-2730	MG Oil
27	Corner Pantry #27	Huron, SD	Retail (on-off) Malt Beverage	RB-2140	MG Oil
27	Corner Pantry #27 - 2	Huron, SD	Retail (on-off) Malt Beverage		MG Oil
29	Corner Pantry #29	Huron, SD	Retail (on-off) Malt Beverage	RB-18935	MG Oil
29	Corner Pantry #29B	Huron, SD	Retail (on-off) Malt Beverage	RB-23334	MG Oil
30	Corner Pantry #30	Huron, SD	Retail (on-off) Malt Beverage	RB-2732	MG Oil
30	Corner Pantry Casino #30	Huron, SD	Retail (on-off) Malt Beverage	RB-20010	MG Oil
30	Corner Pantry Casino #30-2	Huron, SD	Retail (on-off) Malt Beverage		MG Oil
31	Corner Pantry #31	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-28310	MG Oil
32	Corner Pantry #32	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-24826	MG Oil
32	Corner Pantry #32 B	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-27731	MG Oil
33	Corner Pantry #33	North Sioux City	Retail (on-off) Malt Beverage	RB-2365	MG Oil
33	Corner Pantry #33 Casino	North Sioux City	Retail (on-off) Malt Beverage	RB-3535	MG Oil
33	Corner Pantry #33 Casino - 2	North Sioux City	Retail (on-off) Malt Beverage	RB-2852	MG Oil
33	Corner Pantry #33 Casino - 3	North Sioux City	Retail (on-off) Malt Beverage	RB-2142	MG Oil
45	The Park	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2962	MG Oil
45	The Park 2	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2997	MG Oil
45	The Park 3	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3023	MG Oil
46	Market Square	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3027	MG Oil
46	Market Square II	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2604	MG Oil
46	Market Square - 3	Rapid City, SD	Retail (on-off) Malt Beverage	RB-27874	MG Oil
46	Market Square - 4	Rapid City, SD	Retail (on-off) Malt Beverage	RB-27967	MG Oil
51	Corner Pantry Travel Plaza Casino	North Sioux City	Retail (on-off) Malt Beverage	RB-2605	MG Oil
51	Corner Pantry Travel Plaza Casino - 2	North Sioux City	Retail (on-off) Malt Beverage	RB-2873	MG Oil
51	Corner Pantry Travel Plaza Casino - 3	North Sioux City	Retail (on-off) Malt Beverage	RB-2877	MG Oil
51	Corner Pantry Travel Plaza Casino - 4	North Sioux City	Retail (on-off) Malt Beverage	RB-2891	MG Oil
51	Corner Pantry Travel Plaza Casino - 5	North Sioux City	Retail (on-off) Malt Beverage	RB-2890	MG Oil
52	Flying J Travel Plaza	Box Elder, SD	Retail (on-off) Malt Beverage	RB-2977	MG Oil
53	Truck Stop Lounge	Box Elder, SD	Retail (on-off) Malt Beverage	RB-2743	MG Oil
54	Flying J Hermosa / Town of Hermosa	Hermosa, SD	Retail (on-off) Malt Beverage	RB-2776	MG Oil
57	Mint Casino	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-27571	MG Oil
57	Mint Casino - 2	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-27572	MG Oil
57	Mint Casino - 3	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-28181	MG Oil
57	Mint Casino - 4	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-28182	MG Oil
60	Happy Jacks Sioux Falls II	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-21995	MG Oil
60	Happy Jacks Sioux Falls II - B	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-26718	MG Oil
61	LaCrosse Street Casino #1	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2797	MG Oil
61	LaCrosse Street Casino #2	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3011	MG Oil

ATTACHMENT TO:

UNIFORM ALCOHOLIC BEVERAGE LICENSE APPLICATION

Name of any officers, directors or stockholders of applicant Corporation having a financial interest or capital stock in any other retail, liquor outlet:

MG OIL COMPANY

Marlyn G. Erickson & Troy M. Erickson

Loc #	Location Name	Location Address	Type of License	License Num	Owner
61	Lacrosse Street Casino #3	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3114	MG Oil
63	Rushmore Casino III	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2342	MG Oil
63	Rushmore Casino	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2952	MG Oil
63	Rushmore Casino II	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3015	MG Oil
64	BP Casino II	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2966	MG Oil
64	BP Casino	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3012	MG Oil
65	777 Casino West	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2275	MG Oil
65	777 Casino West #2	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3039	MG Oil
67	777 Casino South	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3004	MG Oil
67	777 Casino South Too	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2987	MG Oil
67	777 Casino South 3	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2946	MG Oil
68	Chance's Casino	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2967	MG Oil
68	Chance's Casino Too	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3590	MG Oil
68	Chances Casino 3	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3037	MG Oil
68	Chances Casino 4	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3208	MG Oil
68	Chances Casino 5	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3005	MG Oil
69	Jokerz 7	Tea, SD	Retail (on-off) Malt Beverage	RB-2528	MG Oil
69	Jokerz 7-B	Tea, SD	Retail (on-off) Malt Beverage	RB-21591	MG Oil
69	Jokerz 7-C	Tea, SD	Retail (on-off) Malt Beverage	RB-28140	MG Oil
69	Jokerz 7-D	Tea, SD	Retail (on-off) Malt Beverage	RB-28139	MG Oil
74	Dakota Star Casino	Brandon, SD	Retail (on-off) Malt Beverage	RB-26575	MG Oil
74	Dakota Star Casino - 2	Brandon, SD	Retail (on-off) Malt Beverage	RB-3612	MG Oil
74	Dakota Star Casino - 3	Brandon, SD	Retail (on-off) Malt Beverage	RB-3167	MG Oil
75	Jokerz Mitchell	Mitchell, SD	Retail (on-off) Malt Beverage	RB-2828	MG Oil
75	Jokerz Mitchell - 2	Mitchell, SD	Retail (on-off) Malt Beverage	RB-3833	MG Oil
78	Jokerz 4	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-3119	MG Oil
78	Jokerz 5	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-24624	MG Oil
78	Jokerz 6	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-24623	MG Oil
80	Happy Jacks of Pierre #1	Pierre, SD	Retail (on-off) Malt Beverage	RB-3449	MG Oil
80	Happy Jacks of Pierre #2	Pierre, SD	Retail (on-off) Malt Beverage	RB-22518	MG Oil
80	Happy Jacks of Pierre #3	Pierre, SD	Retail (on-off) Malt Beverage	RB-22511	MG Oil
80	Happy Jacks of Pierre #4	Pierre, SD	Retail (on-off) Malt Beverage	RB-29265	MG Oil
81	Happy Jacks East	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3006	MG Oil
81	Happy Jacks Too	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3657	MG Oil
81	Happy Jacks East #3	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3810	MG Oil
85	Happy Jacks Summerset 2	Summerset, SD	Retail (on-off) Malt Beverage	RB-18919	MG Oil
85	Happy Jacks Summerset	Summerset, SD	Retail (on-off) Malt Beverage	RB-2318	MG Oil
91	Happy Jacks Sioux Falls III	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-3385	MG Oil
91	Happy Jacks Sioux Falls III - 3	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-27176	MG Oil
92	Happy Jacks Sioux Falls IV	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-26636	MG Oil
92	Happy Jacks Sioux Falls IV - B	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-26719	MG Oil
93	Toby's Casino North II	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3044	MG Oil
93	Toby's Casino North I	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3219	MG Oil
94	Toby's Casino South Too	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3538	MG Oil
94	Toby's Casino South	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3593	MG Oil
97	Jokers Casino South	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2808	MG Oil
97	Jokers Casino South II	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3508	MG Oil
98	Jackpot Casino Too #2	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2343	MG Oil
98	Jackpot Casino Too #3	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2969	MG Oil
98	Jackpot Casino Too	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2995	MG Oil
99	Valley Square Casino	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3594	MG Oil
99	Valley Square Sports Pub	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3599	MG Oil
603	The Lie-brary - 3	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-27080	MG Oil
605	Village Bowl 5	Mitchell, SD	Retail (on-off) Malt Beverage	RB-23601	MG Oil
605	Village Bowl 4	Mitchell, SD	Retail (on-off) Malt Beverage	RB-2844	MG Oil
606	Alpine Sports Bar & Casino 2	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-26751	MG Oil
607	The Lanes - B	Brookings, SD	Retail (on-off) Malt Beverage	RB-27244	MG Oil
607	The Lanes - C	Brookings, SD	Retail (on-off) Malt Beverage	RB-27245	MG Oil
608	Country Market II-B	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2964	MG Oil
619	Falls Casino	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-29136	MG Oil
619	Falls Casino - 2	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-29137	MG Oil
619	Falls Casino - 3	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-29135	MG Oil

ATTACHMENT TO:

UNIFORM ALCOHOLIC BEVERAGE LICENSE APPLICATION

Name of any officers, directors or stockholders of applicant Corporation having a financial interest or capital stock in any other retail, liquor outlet:

MG OIL COMPANY

Marlyn G. Erickson & Troy M. Erickson

Loc #	Location Name	Location Address	Type of License	License Nun	Owner
750	Jokerz 8	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-26743	MG Oil
750	Jokerz 8 -2	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-3116	MG Oil
750	Jokerz 8 -3	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-28611	MG Oil
751	Jokerz Casino 31	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-22006	MG Oil
752	Cash Out Casino and Vape - 2	Huron, SD	Retail (on-off) Malt Beverage	RB-26370	MG Oil
752	Cash Out Casino and Vape - 4	Huron, SD	Retail (on-off) Malt Beverage	RB-25870	MG Oil
753	Jokerz 9	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3588	MG Oil
753	Jokerz 9-2	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3912	MG Oil
776	Jokerz I-90	Rapid City, SD	Retail (on-off) Malt Beverage	RB-29239	MG Oil
776	Jokerz I-90 - 2	Rapid City, SD	Retail (on-off) Malt Beverage	RB-29238	MG Oil
776	Jokerz I-90 - 3	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2996	MG Oil
777	777 Casino	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-26483	MG Oil
777	777 Casino - 2	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-27199	MG Oil
778	777 Casino North A	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-27573	MG Oil
778	777 Casino North B	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-27574	MG Oil
778	777 Casino North C	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-27575	MG Oil
779	777 Casino East	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB 23116	MG Oil
779	777 Casino East - 2	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-3379	MG Oil
779	777 Casino East - 3	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-3473	MG Oil
780	777 Casino & Liquor	Yankton	Retail (on-off) Malt Beverage	RB-3638	MG Oil
780	777 Casino & Liquor - 2	Yankton	Retail (on-off) Malt Beverage	RB-3346	MG Oil
780	777 Casino & Liquor - 3	Yankton	Retail (on-off) Malt Beverage	RB-3397	MG Oil
8	Corner Pantry #8	Rapid City, SD	Package (off-sale) Liquor	PL-20178	MG Oil
18	Corner Pantry Lacrosse #18	Rapid City, SD	Package (off-sale) Liquor	PL-4443	MG Oil
53	Truck Stop Lounge	Box Elder, SD	Retail (on-sale) Liquor	RL-5383	MG Oil
56	J Bar - Truck Stop Lounge North	Box Elder, SD	Retail (on-sale) Liquor	RL-5462	MG Oil
19	Corner Pantry #19	Brookings, SD	Retail (on-off Sale) Wine	RW-21522	MG Oil
607	The Lanes	Brookings, SD	Retail (on-sale) Liquor	RL-6262	MG Oil
23	Corner Pantry 23	Sioux Falls, SD	Package (off-sale) Liquor	PL-4835	MG Oil
22	Metro City Corner Pantry #22	Fort Pierre, SD	Package (off-sale) Liquor	PL-4566	MG Oil
43	Hop Scotch	Fort Pierre, SD	Retail (on-sale) Liquor	RL-5591	MG Oil
31	Corner Pantry #31	Sioux Falls, SD	Package (off-sale) Liquor	PL-4422	MG Oil
32	Corner Pantry #32	Sioux Falls, SD	Package (off-sale) Liquor	PL-4703	MG Oil
54	Corner Pantry Travel Center / Town of H	Hermosa, SD	Package (off-sale) Liquor	PL-4469	Town of He
55	Hermosa Deli and Lounge / Hermosa	Hermosa, SD	Retail (on-sale) Liquor Sunday Sale	RL-5208	Town of He
29	Corner Pantry #29	Huron, SD	Package (off-sale) Liquor	PL-4613	MG Oil
45	The Park	Rapid City, SD	Retail (on-sale) Liquor	RL-5869	MG Oil
45	The Park 3	Rapid City, SD	Retail (on-sale) Liquor	RL-5870	MG Oil
45	The Park 2	Rapid City, SD	Retail (on-sale) Liquor	RL-6329	MG Oil
30	Corner Pantry #30	Huron, SD	Retail (on-off Sale) Wine	RW-19267	MG Oil
752	Cash Out Casino and Vape	Huron, SD	Retail (on-sale) Liquor	RL-28257	MG Oil
752	Cash Out Casino and Vape - 3	Huron, SD	Retail (on-off Sale) Wine	RW-27536	MG Oil
605	Village Bowl 2	Mitchell, SD	Retail (on-sale) Liquor	RL-5759	MG Oil
605	Village Bowl	Mitchell, SD	Retail (on-sale) Liquor	RL-5766	MG Oil
605	Village Bowl 6	Mitchell, SD	Retail (on-sale) Liquor	RL-6380	MG Oil
605	Village Bowl 3	Mitchell, SD	Retail (on-off Sale) Wine	RW-6464	MG Oil
33	Corner Pantry #33	North Sioux City	Package (off-sale) Liquor	PL-4725	MG Oil
74	Dakota Star Casino - 2	Brandon, SD	Retail (on-off Sale) Wine	RW-23526	MG Oil
74	Dakota Star Casino	Brandon, SD	Retail (on-off Sale) Wine	RW-23527	MG Oil
78	Jokerz 4	Sioux Falls, SD	Retail (on-off Sale) Wine	RW-23114	MG Oil
33	Corner Pantry #33 Casino - 2	North Sioux City	Retail (on-off Sale) Wine	RW-7576	MG Oil
51	Corner Pantry Travel Plaza	North Sioux City	Package (off-sale) Liquor	PL-4734	MG Oil
600	18th Amendment	Sioux Falls, SD	Retail (on-sale) Liquor	RL 5930	MG Oil
600	18th Amendment - 2	Sioux Falls, SD	Retail (on-sale) Liquor	RL 6131	MG Oil
602	Billy Frog's	Sioux Falls, SD	Retail (on-sale) Liquor	RL 5203	MG Oil
603	Lie-Brary	Sioux Falls, SD	Retail (on-sale) Liquor	RL 6174	MG Oil
603	Lie-Brary - 2	Sioux Falls, SD	Retail (on-sale) Liquor	RL-26641	MG Oil
603	Lie-Brary - 2	Sioux Falls, SD	Retail (on-off Sale) Wine	RW-23141	MG Oil
604	Red Eye	Sioux Falls, SD	Retail (on-sale) Liquor	RL-5948	MG Oil
604	Grain Bin (Red Eye 2)	Sioux Falls, SD	Retail (on-sale) Liquor	RL-5938	MG Oil
51	Corner Pantry Travel Plaza Casino	North Sioux City	Retail (on-off Sale) Wine	RW-7575	MG Oil
51	Corner Pantry Travel Plaza Casino - 2	North Sioux City	Retail (on-off Sale) Wine	RW-6588	MG Oil

ATTACHMENT TO:

UNIFORM ALCOHOLIC BEVERAGE LICENSE APPLICATION

Name of any officers, directors or stockholders of applicant Corporation having a financial interest or capital stock in any other retail, liquor outlet:

MG OIL COMPANY

Marlyn G. Erickson & Troy M. Erickson

Loc #	Location Name	Location Address	Type of License	License Nun	Owner
20	Corner Pantry #20	Phillip, SD	Package (off-sale) Liquor	PL-4742	MG Oil
80	Happy Jacks of Pierre #3	Pierre, SD	Retail (on-off Sale) Wine	RW-22512	MG Oil
606	Alpine Sports Bar & Casino	Sioux Falls, SD	Retail (on-sale) Liquor	RL-6168	MG Oil
21	Corner Pantry #21	Rapid City, SD	Retail (on-off Sale) Wine	RW-19127	MG Oil
608	Country Market II	Rapid City, SD	Retail (on-sale) Liquor	RL-5874	MG Oil
751	Jokerz Casino 31	Sioux Falls, SD	Retail (on-off Sale) Wine	RW-22515	MG Oil
85	Happy Jacks Summerset 2	Summerset, SD	Retail (on-sale) Liquor	RL-5278	MG Oil
69	Jokerz 7	Tea, SD	Retail (on-off Sale) Wine	RW-19954	MG Oil
778	777 North Casino - 2	Sioux Falls, SD	Retail (on-off Sale) Wine	RW-23215	MG Oil
779	777 Casino East	Sioux Falls, SD	Retail (on-sale) Liquor		MG Oil
780	777 Casino & Liquor	Yankton	Package (off-sale) Liquor	PL-4962	MG Oil
	49th Street Liquor	Sioux Falls, SD	Package (off-sale) Liquor	PL-28501	MG Oil

Date Received _____
Date Issued _____

2024

License No. RR-22505

12F

Uniform Alcoholic Beverage License Application

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

B. Doing Business As Name and Physical Address

TOWN OF HERMOSA
24547 S HIGHWAY 79
HERMOSA, SD 57744-5103

Lic # RR-22505
LAZY R BAR AND GRILL
24547 S HIGHWAY 79
HERMOSA, SD 57744-5103

Owner's Telephone#: 605-481-9332

Business Telephone #: 605-255-4111

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:

N2 NE4 NE4 SE4 of E2 NE4 NW4 NE4 SE4
(Lease Wites Addition Lot 1 - 1.18 ac) (including Pool
Row 2.48 ac) S 30 T 25 R 8E

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: 1030-0321-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 11/1/23 Print Name John Wites 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

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

(Seal) _____
Mayor or Chairman

If disapproved, endorse reason thereon and return to applicant

Please complete reverse side

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

Name of corporation/partnership/LP/LLC Wiles Real Estate, LLC BBA Lazy R Bar & Grill
 Address of office and principal place of business of corporation/partnership/LP/LLC PO Box 341, Hermosa CO 57746

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>John Wiles</u>	<u>Director</u>	<u>PO Box 341, Hermosa</u>	<u>RETIRED</u>
<u>Crystal Wiles</u>	<u>Director</u>	<u>PO Box 341, Hermosa</u>	<u>REALTOR</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>None</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?

John & Crystal Wiles, on site.

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

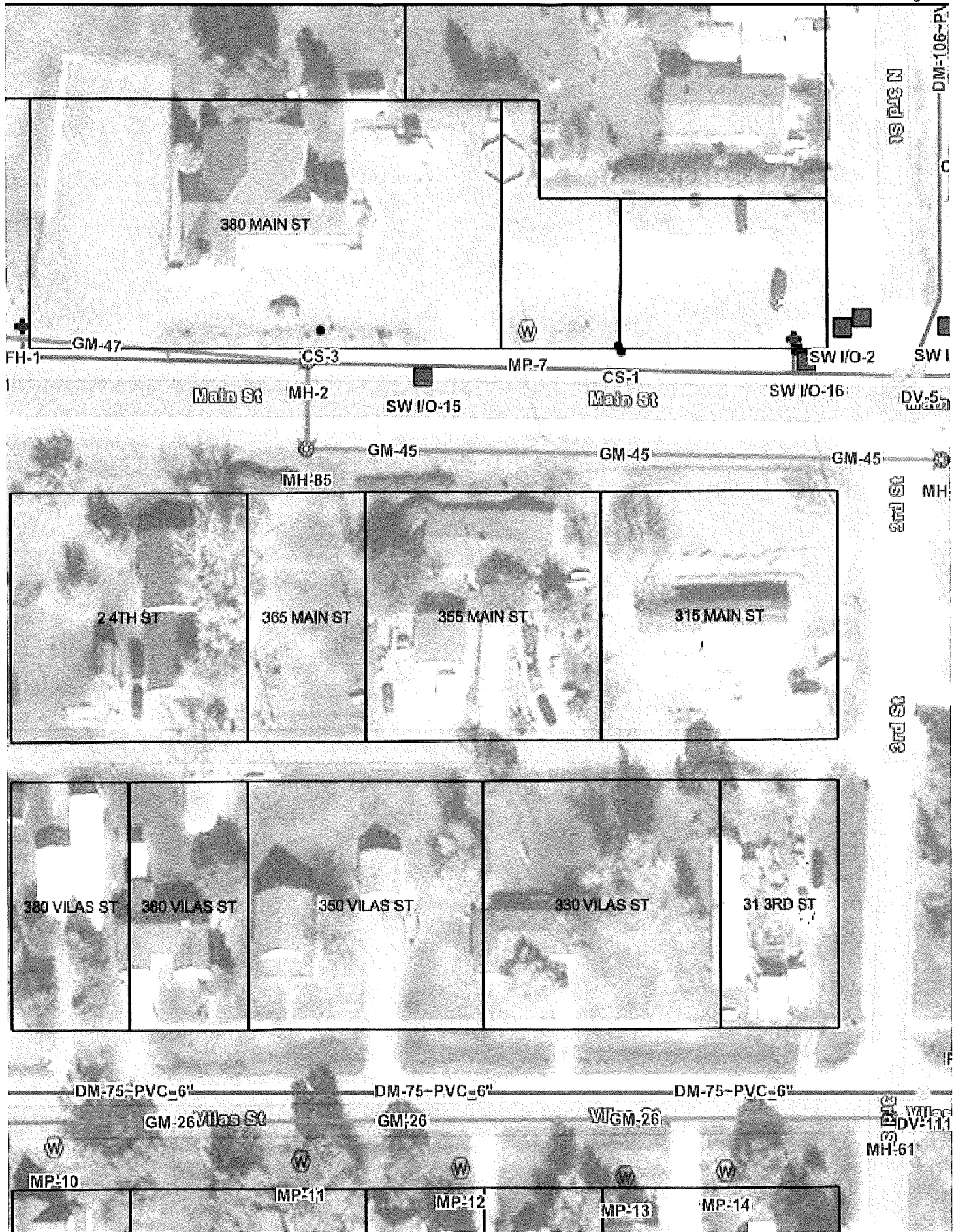
John Wiles 11/1/23

12G

**HERMOSA TOWN BOARD
TRACKING ISSUES**

- A. Street signs
 - Intersection at south entrance of school
 - 5th and Main (north of school)
- B. Request purchase of 2 – Alco Sensor FST, Portable Breath Test \$650.00, Quotation attached and Disposal of not operational Portable Breath Test
- C. Change School zone time to 7 AM to 8 AM and 3 PM to 4 PM.
- D. Decommission the 2003 Chevy Tahoe at an estimated cost of \$1000 and request to surplus 2003 Chevy Tahoe plus any equipment removed from the vehicle that cannot be used in a future vehicle; and surplus the tires from the 2012 Chevy Tahoe via Ramsey Auctions to auction surplus items for the Town of Hermosa at a 6% vehicle sales commission and 15% other items sales commission
- E. Westergard vacated from Town Shop Building?

14J



380 MAIN ST

GM-47

CS-3

MP-7

CS-1

SW I/O-2

Main St

MH-2

SW I/O-15

Main St

SW I/O-16

DV-5

GM-45

GM-45

GM-45

MH-85

24TH ST

365 MAIN ST

355 MAIN ST

315 MAIN ST

3rd St

MH

3rd St

380 VILAS ST

360 VILAS ST

350 VILAS ST

330 VILAS ST

31 3RD ST

DM-75-PVC-6"

DM-75-PVC-6"

DM-75-PVC-6"

Vilas St

GM-26

GM-26

Vilas St

MH-61

MP-10

MP-11

MP-12

MP-13

MP-14

DV-111



PERMIT NUMBER 216

TOWN OF HERMOSA, SD
BUILDING PERMIT APPLICATION

NAME (STRUCTURE OWNER) Neil + Cindy Mohler PHONE: 255-4702
CONTACT ADDRESS: 355 Main - Hermosa # 394-2152 ext. 14
ADDRESS OF PROJECT/RELOCATION: 355 main # no. indy work
LEGAL DESCRIPTION: Lot 3,4,5 Block 7

NAME (PROPERTY OWNER) Same PHONE: Same
CONTACT ADDRESS: Same

TYPE OF IMPROVEMENT: NEW CONSTRUCTION () ADDITION (X) ALTERATION ()
RELOCATION () from _____ OTHER () _____

TYPE OF CONSTRUCTION: WOOD (X) BLOCK () METAL () POLE () MOBILE () MODULAR ()
OTHER: Poured concrete foundation w/ 4' foot footings - T III pipe vertical siding

TYPE OF USE: RESIDENTIAL (X) ACCESSORY () ADDITION () COMMERCIAL ()
OTHER: _____

APPROXIMATE VALUE OR COST: \$ 15,000 # OF STORIES: 1
OF BEDROOMS: Adding 2 bedrooms TOTAL SQUARE FEET: 560

TYPE OF FOUNDATION: BLOCK () CRAWL SPACE () SLAB (X) BASEMENT ()

PROPOSED LOCATION OF SEWER, WATER AND ELECTRICAL TAP: no sewer or water -
will tap existing electrical

(Must be included in site plan)

CURRENT SITE INFORMATION Sewage disposal system? Yes Private Public No
Water supply system? Yes Private Public No
Present dwelling on property? Yes Private Public No

MOBILE HOME INFORMATION

IDENTIFYING INFORMATION: NAME ON TITLE: _____
SERIAL #: _____ YEAR: _____ SIZE: _____ X _____
MANUFACTURER: _____ MODEL: _____
DECAL #: _____ PRIOR TAXES PAID? _____

South Dakota Law requires all mobile homes to be registered each year with the Director of Equalization for the county in which the mobile home is located. This must be done on or before the first day of February.

SIGNATURE OF APPLICANT: Neil R. Mohler

DATE OF APPLICATION: _____

DOCUMENTATION: Site Plan Blueprint or Scale Drawing Survey Report
Three (3) copies each Photos of all sides attached (required for all relocations)

ALL APPLICATIONS MUST BE APPROVED BY THE HERMOSA PLANNING AND ZONING COMMISSION AND THE HERMOSA BOARD OF TRUSTEES PRIOR TO COMMENCEMENT

PLANNING AND ZONING COMMISSION

Approved Denied
NAME: Tony BiFulco
TITLE: Chairman
SIGNATURE: Tony BiFulco
DATE: March 26 2001

HERMOSA BOARD OF TRUSTEES

Approved Denied
NAME: Terri Schumack
TITLE: President
SIGNATURE: Terri V. Schumack
DATE: 4-3-01

PERMIT FEE: 10.00 DATE PAID: 4/5/01

DATE PERMIT ISSUED: 4-3-01

TOWN OF HERMOSA, SD
BUILDING PERMIT APPLICATION

NAME (STRUCTURE OWNER) Neil + Cindy Mohler PHONE: 255-4702
CONTACT ADDRESS: 355 Main - Hermosa # 394-2152 ext. 14
ADDRESS OF PROJECT/RELOCATION: 355 main # Cindy work
LEGAL DESCRIPTION: Lot 3,4,5 Block 7

NAME (PROPERTY OWNER) Same PHONE: Same
CONTACT ADDRESS: Same

TYPE OF IMPROVEMENT: NEW CONSTRUCTION () ADDITION (X) ALTERATION ()
RELOCATION () from _____ OTHER () _____

TYPE OF CONSTRUCTION: WOOD (X) BLOCK () METAL () POLE () MOBILE () MODULAR ()
OTHER: Poured concrete foundation w/ 4' foot footings - T III pipe vertical adding

TYPE OF USE: RESIDENTIAL (X) ACCESSORY () ADDITION () COMMERCIAL ()
OTHER: _____

APPROXIMATE VALUE OR COST: \$ 15,000 # OF STORIES: 1
OF BEDROOMS: Adding 2 bedrooms TOTAL SQUARE FEET: 560

TYPE OF FOUNDATION: BLOCK () CRAWL SPACE () SLAB (X) BASEMENT ()

PROPOSED LOCATION OF SEWER, WATER AND ELECTRICAL TAP: no sewer or water -
will tap existing electrical

(Must be included in site plan)

CURRENT SITE INFORMATION Sewage disposal system? Yes Private Public No
Water supply system? Yes Private Public No
Present dwelling on property? Yes Private Public No

MOBILE HOME INFORMATION

IDENTIFYING INFORMATION: NAME ON TITLE: _____
SERIAL #: _____ YEAR: _____ SIZE: _____ X _____
MANUFACTURER: _____ MODEL: _____
DECAL #: _____ PRIOR TAXES PAID? _____

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SIGNATURE OF APPLICANT: Neil R. Mohler
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ALL APPLICATIONS MUST BE APPROVED BY THE HERMOSA PLANNING AND ZONING COMMISSION AND THE HERMOSA BOARD OF TRUSTEES PRIOR TO COMMENCEMENT

PLANNING AND ZONING COMMISSION

Approved Denied
NAME: _____
TITLE: _____
SIGNATURE: _____
DATE: _____

HERMOSA BOARD OF TRUSTEES

Approved Denied
NAME: _____
TITLE: _____
SIGNATURE: _____
DATE: _____

PERMIT FEE: _____ DATE PAID _____ DATE PERMIT ISSUED: _____

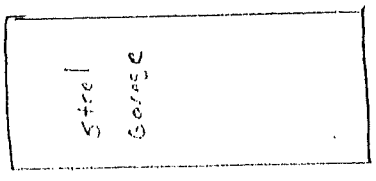
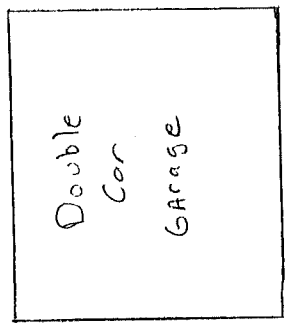
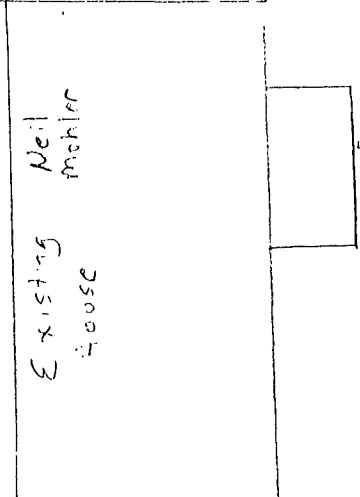
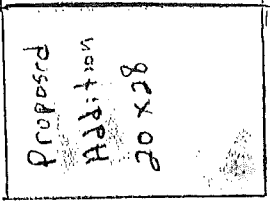
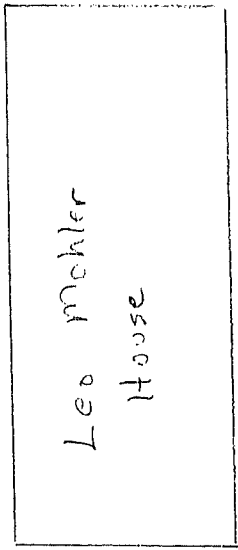
NOT TO

Hwy. 40

Lot 5 Block 7

Lot 4 Block 7

Lot 3 Block 7



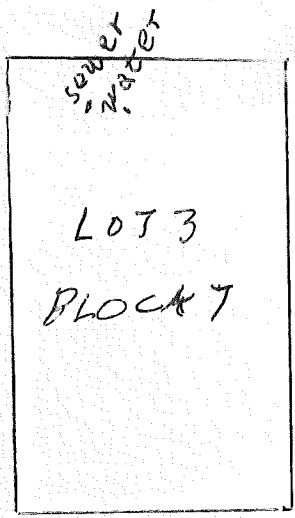
Amei

9195

BUILDING PERMIT APPLICATION

HERMOSA S. D.

355 Main



Legal Description of Land	Lot 3	Block 7
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Proposed location of sewer, water, and electrical tap (Must also be drawn in on a map)

Type of Frame	Type of Structure
Wood _____	Residence <u>Mobile Home</u>
Block _____	Garage _____
Metal _____	Addition _____
Pole _____	Other-Specify <u>12 x 45</u>
Other-Specify _____	_____

Approximate Value-Construction Cost _____

Number of Stories _____

Number of Bedrooms _____

Total Square Feet _____

Date of Application _____

Signature of Applicant Leo Mohler

Address Box 113 Hermosa SD

ALL APPLICATIONS MUST BE APPROVED BY THE TOWN BOARD

Approve	Disapprove	Permit Fee
---------	------------	------------

Date 2-7-95

Approved by R. Marvin Deplinger

IF CONSTRUCTION IS NOT STARTED IN ONE YEAR, PERMIT MUST BE RENEWED

AN ORDINANCE AMENDING THE TOWN OF HERMOSA ORDINANCES TO ADOPT SDCL § 11-4-11.1 ALLOWING THE HERMOSA BOARD OF TRUSTEES TO ACT AND PERFORM ALL OF THE DUTIES AND EXERCISE ALL OF THE POWERS OF THE PLANNING AND ZONING COMMISSION BY AMENDING THE TOWN OF HERMOSA ORDINANCE SECTION 154.02 (DEFINITIONS) TO AMEND THE DEFINITION OF THE TERM “*PLANNING AND ZONING COMMISSION*”

BE IT ORDAINED BY THE HERMOSA BOARD OF TRUSTEES TO ENACT AN ORDINANCE AMENDING THE TOWN OF HERMOSA ORDINANCES BY ADOPTING SDCL § 11-4-11.1 ALLOWING THE HERMOSA BOARD OF TRUSTEES TO ACT AND PERFORM ALL OF THE DUTIES AND EXERCISE ALL OF THE POWERS OF THE PLANNING AND ZONING COMMISSION BY AMENDING THE TOWN OF HERMOSA ORDINANCE SECTION 154.02 (DEFINITIONS) TO AMEND THE DEFINITION OF THE TERM “*PLANNING AND ZONING COMMISSION*”, AS FOLLOWS:

§ 154.02 DEFINITIONS

PLANNING AND ZONING COMMISSION. The Hermosa Board of Trustees in its capacity as the Planning and Zoning Commission for the Town of Hermosa as allowed under SDCL § 11-4-11.1.

HERMOSA BOARD OF TRUSTEES

President

ATTEST:

Finance Officer

First Reading: _____
Second Reading: _____
Publication Date: _____
Effective Date: _____

AN ORDINANCE AMENDING THE TOWN OF HERMOSA ORDINANCES TO ADOPT SDCL § 11-4-11.1 ALLOWING THE HERMOSA BOARD OF TRUSTEES TO ACT AND PERFORM ALL OF THE DUTIES AND EXERCISE ALL OF THE POWERS OF THE PLANNING AND ZONING COMMISSION BY AMENDING THE TOWN OF HERMOSA ORDINANCE SECTION 155.02(B) (DEFINITIONS) TO ADD THE DEFINITION OF THE TERM “*PLANNING AND ZONING COMMISSION*”

BE IT ORDAINED BY THE HERMOSA BOARD OF TRUSTEES TO ENACT AN ORDINANCE AMENDING THE TOWN OF HERMOSA ORDINANCES BY ADOPTING SDCL § 11-4-11.1 ALLOWING THE HERMOSA BOARD OF TRUSTEES TO ACT AND PERFORM ALL OF THE DUTIES AND EXERCISE ALL OF THE POWERS OF THE PLANNING AND ZONING COMMISSION BY AMENDING THE TOWN OF HERMOSA ORDINANCE SECTION 155.02(B) (DEFINITIONS) TO ADD THE DEFINITION OF THE TERM “*PLANNING AND ZONING COMMISSION*”, AS FOLLOWS:

§ 155.02 DEFINITIONS

(B)

....

PLANNING AND ZONING COMMISSION. The Hermosa Board of Trustees in its capacity as the Planning and Zoning Commission for the Town of Hermosa as allowed under SDCL § 11-4-11.1.

HERMOSA BOARD OF TRUSTEES

President

ATTEST:

Finance Officer

First Reading: _____

Second Reading: _____

Publication Date: _____

Effective Date: _____

AN ORDINANCE AMENDING THE TOWN OF HERMOSA ORDINANCES TO ADOPT SDCL § 11-4-11.1 ALLOWING THE HERMOSA BOARD OF TRUSTEES TO ACT AND PERFORM ALL OF THE DUTIES AND EXERCISE ALL OF THE POWERS OF THE PLANNING AND ZONING COMMISSION BY REPEALING CHAPTER 32 IN ITS ENTIRETY AND CREATING A NEW CHAPTER 32A.

BE IT ORDAINED BY THE HERMOSA BOARD OF TRUSTEES TO ADOPT SDCL § 11-4-11.1 ALLOWING THE HERMOSA BOARD OF TRUSTEES TO ACT AND PERFORM ALL OF THE DUTIES AND EXERCISE ALL THE POWERS OF THE PLANNING AND ZONING COMMISSION BY REPEALING CHAPTER 32 IN ITS ENTIRETY AND CREATING A NEW CHAPTER 32A AS FOLLOWS:

§ 32A.01 BOARD OF TRUSTEES AS THE PLANNING AND ZONING COMMISSION

The Hermosa Planning and Zoning Commission as a separate commission is terminated; and pursuant to SDCL § 11-4-11.1, the Hermosa Board of Trustees shall act and perform all of the duties and exercise all of the powers of a Planning and Zoning Commission.

§ 32A.02 ORGANIZATION

(A) The Hermosa Board of Trustees, in its capacity as the Planning and Zoning Commission, shall elect a Chairperson from among its members for a term of one year (with eligibility for re-election) and shall also elect a Vice Chairperson and Secretary in a manner prescribed by the rules of the members and shall hold meetings as needed and shall adopt rules for transaction of its business and keep a record of its resolutions, transactions, findings and determinations which shall be a public record.

(B) The Hermosa Board of Trustees, in its capacity as the Planning and Zoning Commission may appoint employees as it may deem necessary for its work and may also contract with planners, engineers, architects and other consultants for those services as it may require.

§ 32A.03 PREPARATION OF COMPREHENSIVE PLAN

(A) The comprehensive plan for the development of the town, has previously been adopted and approved by the prior Hermosa Planning and Zoning Commission and by the Hermosa Board of Trustees which includes the mandatory comprehensive studies of conditions and future growth of the town. The comprehensive plan was made with the general purpose of guiding and accomplishing a coordinated and harmonious development of the town.

(B) Since the comprehensive plan has been adopted according to law, no substantial amendment or modification thereof shall be made, unless approved by the Hermosa Board of Trustees.

§ 32A.04 **ZONING REGULATIONS**

(A) It shall be a duty of the Hermosa Board of Trustees in its capacity as the Planning and Zoning Commission to recommend the boundaries of zoning districts and appropriate regulations to be enforced therein, in accordance with the comprehensive plan. All applications and proposals for changes in or amendments to the zoning regulations shall first be submitted to the Hermosa Board of Trustees in its capacity as the Planning and Zoning Commission.

(B) The Hermosa Board of Trustees, in its capacity as the Planning and Zoning Commission act as a Board of Adjustment to make special exceptions or grant variances to the terms of the zoning regulations.

§ 32A.05 **SUBDIVISION PLATS AND REGULATIONS**

(A) All plans, plats or re-plats of subdivisions or re-subdivisions of land within the jurisdiction of this subchapter shall be submitted to the Hermosa Board of Trustees in its capacity as the Planning and Zoning Commission.

(B) The Hermosa Board of Trustees, in its capacity as the Planning and Zoning Commission shall prepare regulations governing the subdivision of land within its jurisdiction. No amendments or changes thereto shall be made without the proposed changes being referred to the Hermosa Board of Trustees in its capacity as the Planning and Zoning Commission.

§ 32A.06 **POWERS AND DUTIES**

(A) The Hermosa Board of Trustees, in its capacity as the Planning and Zoning Commission, its members and employees, shall have all powers as may be necessary to enable it to fulfill and perform its functions and to carry out all the purposes and powers provided in SDCL Chapter 11-4 and SDCL Chapter 11-6, and acts amendatory thereof.

(B) The Hermosa Board of Trustees, in its capacity as the Planning and Zoning Commission, its members and employees, shall have all powers as may be necessary to enable it to fulfill and perform its functions and to carry out all the purposes and powers provided in the Town of Hermosa Ordinances Chapter 151 (Flood Damage Prevention); Chapter 152 (House Numbering); Chapter 153 (Mobile Homes and Parks); Chapter 154 (Subdivision Regulations); and Chapter 155 (Zoning Code); and acts amendatory thereof.

(C) To the extent the term or phrase "*Planning and Zoning Commission*" appears in any other Town of Hermosa ordinances or chapters, such term shall be deemed to mean the Hermosa Board of Trustees in its capacity as the Planning and Zoning Commission as allowed under SDCL § 11-4-11.1.

§ 32A.07 **REPEAL OF CHAPTER 32**

The Town of Hermosa Ordinances Chapter 32 is repealed in its entirety

HERMOSA BOARD OF TRUSTEES

President

ATTEST:

Finance Officer

First Reading: _____
Second Reading: _____
Publication Date: _____
Effective Dare: _____

FYI

IMPORTANCE OF A WORKING FIRE HYDRANT

There are thousands of fire hydrants in our state, which means there will be some issues that could lead to complications when it comes time to use them to save a property or, even more importantly, a life.

Fire Hydrant repair is due to many reasons, including car accidents, non-maintenance, freezing cold winters, vandalism, and inexperienced personnel operating it. All of these can cause a hydrant not to function.

Every spring and every fall hydrant should be flushed and inspected with documentation. So many times, I have been asked to help with a non-functioning hydrant and have been told the hydrant has not been operated in many years. Some hydrants are an easy fix just by adding proper oil or grease and exercising it. Some repairs need more attention, meaning the seat and o-rings must be replaced.

But rebuilding a fire hydrant is a much more cost-effective alternative than hiring a contractor to dig one up and replace it. It costs approximately \$800-1,000 to rebuild a hydrant and roughly \$6,000 to replace it. So, when budgets are stretched beyond their means, a hydrant rebuild is the best option. It only takes about two hours to tear apart and reassemble one if everything goes right, but it might take four to five hours when things go wrong. It can also be a bit intimidating because we do not work on them very often, and many people have not seen the inside of one.

The tools for tearing one apart are very expensive, and every brand requires its own unique tool to remove the seat, which is located six feet under the ground. I want to note here that SDARWS has all of the major brands of hydrant wrenches on hand and can assist your utility if you need us.



Remember when you are dismantling a hydrant that there is an isolation valve located in front of the hydrant or how many residents and businesses will be affected. You'll also have to order parts in advance, not knowing what you will need. I suggest ordering a rebuild kit that comes with the seat and all the o-rings and gaskets needed because there is no worse feeling than disassembling a hydrant and finding out the piece you need is the piece you did not order and you have customers out of water.

If your utility has any questions about hydrants,

please call SDARWS at 605-556-7219, and we'll put you in touch with a field staff person who can help. 💧



ALLEN KOCMICH joined the SDARWS staff in November 2021 as a Circuit Rider. He previously worked for 30 years at the City of Avon, SD as the Water/Wastewater Superintendent. Al holds a Class I Water Distribution and Class I Wastewater Collection. Al has volunteered with the Avon Fire Department for over 30 years, with 15 years as Assistant Chief, and has been on the Avon Ambulance crew for 22 years. He enjoys fishing, hunting, boating, camping, and the Green Bay Packers (when they win).

OPERATION AND MAINTENANCE INSPECTION OF A LAGOON FACILITY

In the world of wastewater treatment, lagoons are the most used wastewater system. The operational and maintenance (O&M) inspection of a lagoon wastewater facility is a bit like preparing for a visit from the sanitation version of Sherlock Holmes (alias DANR, Tim Flor or one of his appointees) meticulous planning, magnifying glasses, and a keen eye for details are a must. Lagoon wastewater systems are the unsung heroes of the wastewater treatment world, relying on nature's helping hand and our careful management. To ensure these systems stay out of the inspector's crosshairs and keep doing their dirty work effectively, we must roll up our sleeves and prepare for the O&M inspection; this should be a daily event. So, when you get that call, your nerves are at ease, and all you need to do is ask when you would like to make an appointment to come.

The first step in preparing for an O&M inspection is to review your Surface Water Discharge Permit and the Statement of Basis documentation, past inspection reports, and maintenance records related to the facility (have printed copies on site). Understanding your facility's history and compliance status is essential for identifying areas needing special attention before the inspection. If something needed attention three years ago at the last inspection, and for some reason, the task has not been completed, be ready to explain why this has not been a priority to complete.

MAINTAINING THE LAGOON SYSTEM IS ONGOING, AND REGULAR MAINTENANCE IS CRITICAL. Is your inspection booklet up to date? Take credit for the work it takes to keep the lagoons in shape. How often are you inspecting, what needs to be done, did you write down when the work was completed, and did you put your initial on the task? "Take credit for the work." As people from the center of these United States, we have difficulty telling others what we have done. No, it's not bragging. Check your inspection book to see everything done that is noted and that all components are in good working condition. This includes equipment like pumps, mixers, and aerators, as well as assessing the condition of berms and liners.

A WELL-PREPARED TEAM OF MOST SMALL SYSTEMS IS A SINGLE PERSON. Some are paid a token of appreciation, and some are "voluntold." To help ensure that personnel involved in the operation and maintenance of the lagoon facility are adequately trained and knowledgeable (that's where we come in – SDARWS has trained certified operators on staff) about their duties during the inspection. Remember, during an inspection, "I don't know, but I will find out" is an answer. Do not make something up for an answer.

ACCURATE RECORD-KEEPING IS A CORNERSTONE OF REGULATORY COMPLIANCE.

Compile your past analysis of discharges of effluent quality to ensure accurate and up-to-date data is available upon request. Also, make sure you have noted pH calibration in your inspection booklet. If a new permit is issued, review the sampling requirements and have all the testing for discharge done. A new permit could mean different tests to stay in compliance.

LAGOON FACILITIES MUST HAVE CONTINGENCY PLANS IN PLACE FOR EMERGENCIES, SUCH AS HEAVY RAIN EVENTS OR EQUIPMENT FAILURES.

Review and update these plans to ensure they are current and ready for implementation if needed. Important are the numbers of equipment and repair companies that the system has used, or the name and number of the company that should never be used again!

FIRST IMPRESSIONS MATTER, EVEN IN WASTEWATER TREATMENT.

Ensure that the facility's grounds are well-maintained and tidy. Remove any debris or vegetation. A clean and organized site demonstrates pride in keeping your system compliant.

In the grand scheme of things, an O&M inspection at a lagoon wastewater facility might not be as glamorous as a Hollywood movie premiere, but it's just as important. So, remember, when you're out there, knee-deep in mud, reviewing documents, and keeping the lagoon ducks as your only company – you're the unsung hero of wastewater management. A successful inspection ensures that the muck stays where it belongs and that our environment remains cleaner and greener. Here's to the lagoons, the inspectors, and the smiles on the faces of those who don't even realize they owe it all to a well-maintained pond somewhere in the backwoods of wastewater treatment. Keep up the good work, and may your lagoons always be a quiet place rather than a source of unpleasant odors! ♠



JEFF FOSSUM joined the SDARWS staff in February 2018 after he retired as the Water/Wastewater Superintendent at the City of Canton, SD after 32 years. Jeff is certified in Class II Water Treatment, Class II Water Distribution, Class II Wastewater Treatment, and Class II Wastewater Collection. His interests include gardening, woodworking, and talking.