

**HERMOSA TOWN BOARD  
REGULAR MEETING  
THURSDAY, JULY 8, 2021 @ 6:00pm  
(Rescheduled from July 6, 2021)**



- 1) **ROLL CALL:**
  - A. BOT Roll Call: Flug, Henrichsen, Holsworth, King, Schumack
  - B. Acknowledgement of other Attendees
  - C. Pledge of Allegiance to be led by Holsworth
  
- 2) **CALL FOR CHANGES:**
  - A. Review of current agenda items
  - B. Motion to accept the agenda as presented/amended
  
- 3) **CASEY PETERSEN, LTD.**
  - A) 2020 Audit
  
- 4) **CONSENT CALENDAR:**
  - A. Approval of the June 15, 2021, Regular Meeting minutes
  
- 5) **CLAIMS:**
  - A. Review Payroll and Claims
  - B. Motion to approve the Claims as presented/amended
  
- 6) **LAW ENFORCEMENT/ ABATEMENTS/COMPLAINTS:**
  - A. Local Updates
  - B. SD Public Assurance Alliance LE Policies, pending
  
- 7) **LEGAL:**
  - A. Discussion of draft letter
  
- 8) **ENGINEER:**
  - A. Water Rehab Project (WRT System)
  - B. N Second Street Box Replacement
  - C. Lone Coyote Subdivision (Preston Sub) Preliminary Plat Application – Permit #2021-18 (See 11E below)
  - D. Hermosa Sidewalk Project
  - E. Sewer Project (Lagoon expansion)
  - F. Water and Sewer Project  
Expansion project to Lone Coyote: Survey, Preliminary Plat, Annexation
  - G. ACES Engineering: Hermosa contracted engineer
  
- 9) **PUBLIC WORKS**
  - A. Streets, Street Light Repairs, Water & Sewer Department Updates
  
- 10) **FINANCE OFFICE:**
  - A. Monthly Financials
  - B. Department Updates
  - C. Jill Dybvig, Salary Increase
  - D. Mosquito Grant
  - E. Elected Officials Training
  - F. Safety Benefits
  - G. Bank Signature Card  
Approval for Holsworth as Signer
  - H. Vulnerability Assessment/Emergency Response Plan
  - I. Emergency Management meeting
  
- 11) **PLANNING & ZONING:**
  - A. June 22, 2021, & June 29, 2021, P&Z minutes
  - B. Permit #2021-06, Southern Hills RV Park, Digging/Water/Wastewater
  - C. Permit #2021-20, 237 Folsom St. Informational Permit
  - D. Permit #2021-21, 13 2<sup>nd</sup> St. – Permanent Sign Permit (2)
  - E. Permit #2021-18, Lone Coyote Subdivision, Preliminary Plat Application
  - F. Custer County Burn Ordinance
  - G. Chapter 131 Fireworks Ordinance

- 12) OLD BUSINESS:
- A. Annexation: Gumbo Lilly, Fairgrounds Place
  - B. Preston Family Inc, pending  
Bids for water/sewer lines
  - C. Water/Sewer rate increase
  - D. G&G Subdivision, Lots 3 & 4, East Main Street update on Mylar
  - E. Broadband Grant Awards – Midco, pending  
Presentation to be scheduled
  - F. Town Sign, pending  
Quote provided on July 20 meeting
- 13) **NEW BUSINESS:**
- 14) **ITEMS FROM CITIZENS:** No action will be taken (3-minute time limit per speaker)
- 15) **TRUSTEE INPUT:**
- 16) **EXECUTIVE SESSION:**
- A. Motion to enter Executive Session allowable by SDCL 1-25-2.1 - Personnel
  - B. Motion to exit out of Executive Session
  - C. Motions resulting from Executive Session
- 17) **ADJOURN:**  
Motion by \_\_\_\_\_; second by \_\_\_\_\_ to adjourn the meeting at \_\_\_\_\_pm.

HERMOSA TOWN BOARD  
REGULAR MEETING  
TUESDAY, JUNE 15, 2021 @ 6:00pm



4 A

9CANVASS VOTES: Motion made and seconded to approve June 8, 2021, election poll book; Dan Holsworth (64) sixty-four votes, Marci Etherington (41) forty-one votes; total of (105) one hundred and five municipal ballots; unanimous.

ROLL CALL: Henrichsen called the meeting to order with the following members present: Henrichsen, Holsworth, King, and Schumack. Flug by telephone. Daggett, Ferguson, Westergard, Boddicker & interested citizens also present. Pledge of Allegiance was led by Henrichsen.

CALL FOR CHANGES: Motion made and seconded to approve agenda as amended; vote; Flug, aye; Henrichsen, aye, Holsworth, nay; King, aye; Schumack, aye; motion carried.

CONSENT CALENDAR: Motion made and seconded to approve June 1, 2021; minutes as presented; unanimous.

CLAIMS: Motion made and seconded to approve with discussion to approve June 15<sup>th</sup> Payroll and Claims as presented; unanimous. Daggett, Shawn, Install brake pad and rotor on front axle, freon, \$155.00; Dakota Supply, Booster pump/Press Booster, \$788.84; Ferguson Construction, Inspect, \$350.00; Flowers Plus, Flowers for outside office, \$78.38; Golden West, Monthly charges, \$561.50; GovOffice, 1 yr website hosting, \$630.00; Hawkins, Inc., Water Chemicals, \$368.87; Interstate Engineering, \$9,353.60; Johnson Law Office, Monthly Charges, \$646.00; Lingo, Long Distance Service, \$32.23; Mt. Rushmore Telephone, Monthly charges, \$238.51; Payment Service Network, Monthly charges, \$74.95; Pioneer Bank/Trust, Bank chg for 2 signature account, \$25.00; Pioneer Bank/Trust, Bank service chg, \$30.83; Pioneer Bank/Trust, Monthly Credit Card charges, \$2,499.15; Rural Development 1, Monthly charges, \$1,278.00; Rural Development 2, Monthly charges, \$417.00; Rural Development 3, Monthly charges, \$222.00; Sander's Sanitation, Monthly charges, \$3,843.54; SD DOT, Project OB8017(05)-Box Culvert, \$21,093.36; Tem-Tech, Controlled Gauge Pressure Transducer, \$754.53; Verizon Connect, LE monthly charges (May & June), \$64.76; Westergard, Brad, Monthly services, \$300.00; Payroll related: Finance Department, \$2,560.00; Law Enforcement, \$808.55; Election, \$795.00; Gail Boddicker, Health insurance, \$200.00; Jim Daggett, Health insurance, \$200.00; EFTPS, 941 payroll tax deposit, \$981.98; TOTAL: \$49,351.58.

**OLD BUSINESS:** Emergency horns: Hermosa has two outdoor warning sirens, one at the Hermosa water tower and at the lagoon. Monthly tests occur on the 1<sup>st</sup> and 3<sup>rd</sup> Saturday of the month. Broadband Grant Awards – Governor awarded grants to fund broadband projects. Hermosa to be included with the Midco Communications. Southern Hills RV Park and Campground, pending. Preston Family Inc, - water/sewer lines, annexation, pending. 1<sup>st</sup> Reading, Chapter 133: Medical Marijuana Ordinance: motion made and seconded to delay reading until 1<sup>st</sup> of September to see what occurs with the state regulations; unanimous. Motion made and seconded to remove this issue from the agenda and place back on the agenda 1<sup>st</sup> of September; unanimous. Town sign: pending.

ADJOURN: Motion made and seconded to adjourn the meeting with the old board members; unanimous.

OATH OF OFFICE: Oath of office taken. Certificate of election: THIS IS TO CERTIFY that on the 8<sup>th</sup> of June 2021, at the municipal election held throughout the city of Hermosa *Dan Holsworth* was duly elected by the qualified voters of the city of Hermosa to the office of Trustee for a term of 3 year(s) beginning June 15, 2021.

RECOMMENCEMENT WITH NEW BOARD: Henrichsen called the meeting back to order with the following members present: Flug, Henrichsen, Holsworth, King, and Schumack. Motion made and seconded to approve board to sign the Acknowledgement of the Trustee Conduct and Obligations for 2021; unanimous.

APPOINTMENTS: Election of Board of Trustee Officers & Subcommittees: Motion made and seconded to nominate Holsworth as Town Board President for one year term and King as Vice President for one year term; unanimous. Motion made and seconded to cease nominations; unanimous. Assignment of Subcommittees by Holsworth as follows: Water: Flug as Chairman, Schumack as Vice Chair; Sewer: Schumack as Chairman, Flug as Vice Chair; Streets: Holsworth as Chair, King as Vice Chair; Law Enforcement: King as Chair, Schumack as Vice Chair; Finance: Holsworth as Chair, King as Vice Chair. Motion and seconded to approve subcommittee assignments; unanimous. Motion made and seconded to appoint Mitch Johnson as town attorney valid through June 21, 2022. Motion made and seconded to appoint Elmer Claycomb, PE, as Floodplain Administrator valid. Town did not appoint a Town Engineer. Motion made and seconded, with discussion, to allow Bengs to complete projects he currently is working on and then request proposals for each future project; unanimous. Motion made and seconded to approve Flug's attendance as a paid meeting. Motion made and seconded to have minutes reflect Henrichsen departed the meeting and will not be compensated for this meeting; unanimous.

**LAW ENFORCEMENT/ ABATEMENTS/COMPLAINTS:** Daggett provided updates to include, domestic issue, erratic driving motorcyclist continuing problem, construction trucks are using incorrect haul route – asked Law Enforcement to follow up with a written warning to address that contractor is required to follow the specified haul route. Neighborhood Watch meetings are continuing successfully, reckless semi driver, abandoned camper parked at convenience store, reckless driving 4-wheelers, very successful bike rodeo. To schedule a meeting with Custer County Emergency Management to discuss mission. Holsworth requested a Welcome to Hermosa folder to provide to new citizens.

**LEGAL:** Discussion regarding well rehab closeout procedure moved to Executive Session.

**ENGINEER:** Water Rehab Project, moving forward in Executive Session; N Second Street Box Replacement, project being finalized, Holsworth to discuss concerns with DOT regarding the crown, gravel, edges, citizen's driveway issue; Lone Coyote Subdivision (Preston Sub) Plat Application – permit 2021-18. Preliminary to PZ on June 22. Shorb's have allowed a 25-foot easement across their property to allow Preston to be able to annex. They have requested to be granted town property in front of the Main Street duplexes. Details need to be addressed. Motion made and seconded to request ACES Engineering to create a map to provide where the 25-foot easement will be with the legal description of that easement to be going across properties to Preston Family Development with the agreement to provide water and sewer services to the development with the annexation by Preston and the Agreement with the Town of Hermosa; unanimous. Motion made and seconded to accept the Agreement made by the Shorb's, except for the transfer of the Tower Road property with details to be worked out; unanimous. Motion made and seconded to have Attorney Johnson send a letter to Southern Black Hills Water informing them of the plans for Hermosa to service the Preston Family Development with water and sewer on private easement; unanimous. Southern Hills Campground Permit Application – Permit 2021-06, pending. Hermosa Sidewalk Project: final plans have been submitted to DOT for review. DOT will determine the bid letting date. Motions made at previous meeting for water and sewer projects. Holsworth will be putting data together for the proposals for the lagoon and there will also be a Facility Plan for Bill Lass, prepared to go to DANR. Within two weeks, the request for proposals will be given to the engineering firms for their bid. Harris explained the Transportation Alternatives Grant process and advised the town to delay submitting until other projects have been completed.

**PUBLIC WORKS:** Ferguson reported there are potholes to be repaired. No report on streetlights. Will pull quarterly sample next week. Water consumption is high. Boosters are being installed. Ferguson working on the old well – pulling the old pump and will be checking for water quality. Ferguson asked to have boosters in and provide a report on the old well at the next meeting. Neugebauer's are requesting the town install a permanent suction pipe in at the lagoon. Ferguson researching for the correct product to use. Citizens called to inform town they had no water. Investigation concluded the Fire Department crew were washing vehicles. Motion made and seconded to send letter to the Chief with water usage and other concerns; unanimous.

**FINANCE OFFICE:** Monthly financials were provided. Motion made and seconded to approve payment for Waltman's past invoices with the request he provide monthly time sheets/invoices; unanimous. Water/sewer increase discussion to include Boddicker putting together revised water and sewer increase data for board review on July 6 meeting.

**PLANNING & ZONING:** Board reviewed June 8, 2021, P&Z minutes, no action. Permit 2021-06, Southern Hills RV Park, Digging/Water/Wastewater- Offsite improvement only, pending. P&Z Board Vacancy: Motion made and seconded to appoint Brett Thomasen as Trustee on the Planning and Zoning Board; unanimous. Motion made and seconded to approve Permit #2021-15 – 214 Donna St. Floodplain per Claycomb's Staff Report; unanimous. Permit 2021-17- 30 N. Ferguson St. Informational Permit for fund raiser event at Pop's Grocery; no action.

**NEW BUSINESS:** G&G Subdivision, Lots 3 & 4, East Main Street: Hunsaker attended to inform board in 2011, the town board approved a final plat for Lots 3 & 4 on his East Main property; however, the mylar was not filed with Custer County. Hunsaker needs the correct legal document and requested town to assist him with expenses associated with getting another mylar. Motion made and seconded to proceed with requesting ACES Engineering to help with this project; Hunsaker will pay half the expenses if this proceeds quickly; unanimous.

**ITEMS FROM CITIZENS:** None.

**TRUSTEE INPUT:** Schumack – good meeting, thanks to all for their support at the fund raiser; King – happy to have a new board and looking forward to accomplishments; Holsworth – thanks to King for his laborious effort and time he provided to dismantle the playground equipment. Thanks to the citizens for their vote.

**EXECUTIVE SESSION:** Motion made and seconded to go into Executive Session at 9:25 allowable by SDCL 1-25-2.1 Personnel; unanimous. Motion made and seconded to exit executive session at 9:45; unanimous. Motion made and seconded to allow Attorney to send Weston Engineering the well rehab closeout documents; unanimous. Motion made and seconded to adjourn at 9:46 pm; unanimous.

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Dan Holsworth, Town Board President

ATTEST:

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Gail Boddicker, Finance Officer

Published once at the approximate cost of \_\_\_

| Claims for Approval 7-8-2021    |   |               |
|---------------------------------|---|---------------|
| American Legal                  | Internet renewal 7-11-2021 - 7-11-2022  | \$ 450.00     |
| Black Hills Electric            | Monthly charges   | \$ 3,183.93   |
| Boddicker, Gail                 | Mileage to Custer to pick up Poll Book; 55 miles @ .42  | \$ 23.10      |
| Childress, Erin                 | Deposit refund  | \$ 27.83      |
| Claycomb Engineering            | Engineering services, 2nd Street Research, 214 Donna  | \$ 784.00     |
| Cole, Chasen                    | Deposit refund  | \$ 115.30     |
| Daggett, Jim                    | Reimbursement for surety bond - Notary  | \$ 50.00      |
| Dakota Supply Group             | Booster installation parts  | \$ 313.57     |
| DANR                            | Annual Environmental Fees   | \$ 100.00     |
| Ferguson Construction           | Inspections: Main, Marie St - \$175.00<br>Pull pump in Ferguson: \$350.00<br>Install boosters: \$100 @8: \$800.00 | \$ 1,325.00   |
| Ferguson Construction           | Monthly charges   | \$ 2,266.67   |
| GoldenWest                      | Computer troubleshooting issues   | \$ 270.00     |
| GoldenWest                      | 7-1-2021 - 7-31-2021 monthly charges  | \$ 561.50     |
| Grimm's Pump & Supply           | Coupler, Foot Valve, Hose, Adapter, Bandit  | \$ 458.57     |
| Holsworth, Deb                  | Reimbursement for bikes   | \$ 460.04     |
| Interstate Engineering          | Preston, Weston, Southern RV Park, Miscellaneous  | \$ 6,062.00   |
| Johnson Law Office              | Monthly charges   | \$ 909.50     |
| Lingo (Formerly Birch)          | Long distance service   | \$ 32.23      |
| Main Street Designs             | Hermosa Town Flag x 2   | \$ 518.46     |
| Metering & Technology Solutions | Meters, Kits  | \$ 1,065.53   |
| Mt Rushmore Telephone Co.       | Monthly charges   | \$ 238.02     |
| Payment Service Network         | 6-1-2021 - 6-30-2021 services   | \$ 78.45      |
| Pennington Co. Highway Dept     | AMZ road paving   | \$ 4,545.52   |
| Pioneer Bank and Trust          | VISA  | \$ 2,880.89   |
| Sander Santitation              | Monthly charges   | \$ 2,895.80   |
| SDARWS                          | Annual dues   | \$ 385.00     |
| SD DOT                          | Share of costs for Project OB8017(05)   | \$ 6,010.24   |
| Southern Black Hills Publishing | Monthly services  | \$ 426.79     |
| Tom's Repair                    | Compressor kit  | \$ 1,186.01   |
| Verizon Connect                 | Monthly services  | \$ 32.38      |
| Westergard, Brad                | Monthly services  | \$ 300.00     |
|                                 |   |               |
| <b>Payroll related:</b>         |   |               |
| Payroll                         | Board of Trustees   | \$ 675.00     |
| Payroll                         | Finance Department  | \$ 3,900.00   |
| Payroll                         | Law Enforcement   | \$ 808.55     |
| Payroll                         | Planning & Zoning   | \$ 890.00     |
| Payroll                         | Janitorial (99.00)<br>Meter (150.50)<br>Mosquito Control (320.00)   | \$ 569.50     |
| Gail Boddicker                  | Health insurance  |               |
| Jim Daggett                     | Health insurance  |               |
| EFTPS                           | 941 payroll tax deposit   | * \$ 1,497.32 |
| Health Pool of South Dakota     | Monthly premium   | \$ 841.42     |
| SD Retirement Fund              | March Retirement Funds  | \$ 799.20     |
|                                 |   |               |
| <b>TOTAL</b>                    |   | \$ 47,937.32  |



# JOHNSON LAW OFFICE

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June 28, 2021

*Sent Via Email Only: tjw@gpna.com*

DRAFT

Talbot J. Weiczorek  
Gunderson, Palmer, Nelson & Ashmore, LLP  
506 6<sup>th</sup> Street  
Rapid City, SD 57701

**Re: *Town of Hermosa/Southern Black Hills Water System***

Dear Mr. Weiczorek:

I am the attorney for the Town of Hermosa. I have attached documents pertaining to a preliminary plat of, and documents pertaining to the Lone Coyote Subdivision located within one (1) mile of the current municipal limits. The real property owners are, or soon will be, submitting a petition for annexation to the Town of Hermosa and are requesting water services from the Town of Hermosa.

To avoid the legal issues raised in *Sioux Rural Water System, Inc. v. City of Watertown*, 2017 WL 1372602, the Town of Hermosa is requesting Southern Black Hills Water System's stance on whether it considers this area within its water service area. Further, if Southern Black Hills Water System considers this to be within its water service area, whether Southern Black Hills Water System has "pipes in the ground" or believes it could provide water services to this area within a reasonable time and if so, when this would occur.

We look forward to your prompt response.

Sincerely,  
DRAFT

Mitchell D. Johnson

MDJ/mdj  
cc: Hermosa Board of Trustees

**TOWN OF HERMOSA**  
**\*Budget YTD Rev-Exp©**

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Current Period: June 2021

|                      |                                | 2021<br>YTD Budget | 2021<br>YTD Amt | June<br>MTD Amt | 2021<br>YTD Balance | % of<br>Budget |
|----------------------|--------------------------------|--------------------|-----------------|-----------------|---------------------|----------------|
| <b>GENERAL FUND</b>  |                                |                    |                 |                 |                     |                |
| <b>Revenues</b>      |                                | \$388,520.00       | \$250,448.46    | \$50,498.47     | \$138,071.54        | 64.46%         |
| <b>Expenditures</b>  |                                | \$388,520.00       | \$159,277.93    | \$32,789.77     | \$229,242.07        | 41.00%         |
| <b>Gain/(Loss)</b>   |                                | \$0.00             | \$91,170.53     | \$17,708.70     | (\$91,170.53)       | 0.00%          |
| <b>Revenue</b>       |                                |                    |                 |                 |                     |                |
| Active               | R 101-31110 PROPERTY TAXES C   | \$56,345.00        | \$31,112.73     | \$7,199.04      | \$25,232.27         | 55.22%         |
| Active               | R 101-31160 PROPERTY TAXES P   | \$1,275.00         | \$977.96        | \$454.77        | \$297.04            | 76.70%         |
| Active               | R 101-31170 PROPERTY TAXES M   | \$550.00           | \$3,290.96      | \$90.37         | (\$2,740.96)        | 598.36%        |
| Active               | R 101-31190 PROPERTY TAXES O   | \$300.00           | \$0.00          | \$0.00          | \$300.00            | 0.00%          |
| Active               | R 101-31300 SALES AND USE TAX  | \$162,000.00       | \$122,864.44    | \$33,572.11     | \$39,135.56         | 75.84%         |
| Active               | R 101-31900 PENALTY/INTEREST/  | \$0.00             | \$662.36        | \$335.72        | (\$662.36)          | 0.00%          |
| Active               | R 101-32000 LICENSES & MISC P  | \$3,000.00         | \$3,835.00      | \$200.00        | (\$835.00)          | 127.83%        |
| Active               | R 101-32100 BUILDING PERMIT R  | \$10,000.00        | \$14,796.35     | \$723.00        | (\$4,796.35)        | 147.96%        |
| Active               | R 101-32130 MISC PERMIT REVE   | \$0.00             | \$0.00          | \$0.00          | \$0.00              | 0.00%          |
| Active               | R 101-33210 MALT BVRG LICENS   | \$300.00           | \$300.00        | \$0.00          | \$0.00              | 100.00%        |
| Active               | R 101-33220 ANIMAL LICENSE RE  | \$600.00           | \$1,282.50      | \$130.00        | (\$682.50)          | 213.75%        |
| Active               | R 101-33400 STATE GRANTS       | \$1,100.00         | \$17,521.53     | \$0.00          | (\$16,421.53)       | 1592.87%       |
| Active               | R 101-33420 WALK AUDIT GRANT   | \$0.00             | \$0.00          | \$0.00          | \$0.00              | 0.00%          |
| Active               | R 101-33510 BANK FRANCHISE T   | \$180.00           | \$248.79        | \$0.00          | (\$68.79)           | 138.22%        |
| Active               | R 101-33530 LIQUOR TAX REVER   | \$2,200.00         | \$1,483.09      | \$0.00          | \$716.91            | 67.41%         |
| Active               | R 101-33540 MOTOR VEHICLE CO   | \$850.00           | \$0.00          | \$0.00          | \$850.00            | 0.00%          |
| Active               | R 101-33580 LOCAL GOV HWY AN   | \$1,900.00         | \$1,188.12      | \$0.00          | \$711.88            | 62.53%         |
| Active               | R 101-33590 OTHER STATE SHAR   | \$0.00             | \$0.00          | \$0.00          | \$0.00              | 0.00%          |
| Active               | R 101-33800 COUNTY SHARED R    | \$0.00             | \$0.00          | \$0.00          | \$0.00              | 0.00%          |
| Active               | R 101-33820 CTY MV LICENSE RE  | \$8,000.00         | \$5,971.41      | \$919.63        | \$2,028.59          | 74.64%         |
| Active               | R 101-33830 COUNTY WHEEL TA    | \$0.00             | \$0.00          | \$0.00          | \$0.00              | 0.00%          |
| Active               | R 101-33840 OTHER COUNTY TAX   | \$0.00             | \$0.00          | \$0.00          | \$0.00              | 0.00%          |
| Active               | R 101-35900 OTHER FINES AND F  | \$250.00           | \$0.00          | \$0.00          | \$250.00            | 0.00%          |
| Active               | R 101-36000 MICELLANEOUS REV   | \$550.00           | \$1,497.32      | \$137.83        | (\$947.32)          | 272.24%        |
| Active               | R 101-36100 INTEREST EARNED    | \$450.00           | \$113.98        | \$0.00          | \$336.02            | 25.33%         |
| Active               | R 101-36200 OTHER MISC REVEN   | \$0.00             | \$2,150.00      | \$0.00          | (\$2,150.00)        | 0.00%          |
| Active               | R 101-36220 250 Main St RENTAL | \$4,500.00         | \$1,560.00      | \$350.00        | \$2,940.00          | 34.67%         |
| Active               | R 101-38080 OPERATING AGREE    | \$20,000.00        | \$14,640.92     | \$2,605.76      | \$5,359.08          | 73.20%         |
| Active               | R 101-38810 GRBG SERVICE REV   | \$42,000.00        | \$21,765.80     | \$3,780.24      | \$20,234.20         | 51.82%         |
| Active               | R 101-39110 OPERATING TRANSF   | \$0.00             | \$0.00          | \$0.00          | \$0.00              | 0.00%          |
| Active               | R 101-39111 PRVS YR RETAINED   | \$72,170.00        | \$0.00          | \$0.00          | \$72,170.00         | 0.00%          |
| Active               | R 101-39130 SALE OF MUNICIPAL  | \$0.00             | \$0.00          | \$0.00          | \$0.00              | 0.00%          |
| Active               | R 101-39140 LOSS/DAMAGE CAPI   | \$0.00             | \$3,185.20      | \$0.00          | (\$3,185.20)        | 0.00%          |
| Active               | R 101-39200 RESIDUAL TRANSFE   | \$0.00             | \$0.00          | \$0.00          | \$0.00              | 0.00%          |
| <b>Total Revenue</b> |                                | \$388,520.00       | \$250,448.46    | \$50,498.47     | \$138,071.54        | 64.46%         |
| <b>Expenditure</b>   |                                |                    |                 |                 |                     |                |
| Active               | E 101-41110-41100 WAGE EXPEN   | \$11,625.00        | \$5,850.00      | \$675.00        | \$5,775.00          | 50.32%         |
| Active               | E 101-41110-41200 PAYROLL TAX  | \$900.00           | \$447.63        | \$51.66         | \$452.37            | 49.74%         |
| Active               | E 101-41110-41400 WORKMEN S    | \$0.00             | \$0.00          | \$0.00          | \$0.00              | 0.00%          |
| Active               | E 101-41110-42100 OTHER INSUR  | \$2,200.00         | \$0.00          | \$0.00          | \$2,200.00          | 0.00%          |
| Active               | E 101-41110-42200 PROFESSION   | \$3,575.00         | \$4,724.50      | \$210.00        | (\$1,149.50)        | 132.15%        |
| Active               | E 101-41110-42300 PUBLISHING E | \$2,430.00         | \$1,384.55      | \$406.31        | \$1,045.45          | 56.98%         |
| Active               | E 101-41110-42500 REPAIRS AND  | \$1,600.00         | \$127.40        | \$96.90         | \$1,472.60          | 7.96%          |
| Active               | E 101-41110-42600 SUPPLIES AN  | \$750.00           | \$0.00          | \$0.00          | \$750.00            | 0.00%          |
| Active               | E 101-41110-42700 TRAVEL AND   | \$3,000.00         | \$238.78        | \$100.66        | \$2,761.22          | 7.96%          |

**TOWN OF HERMOSA**  
**\*Budget YTD Rev-Exp©**

07/06/21 9:34 AM

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Current Period: June 2021

|        |                                 | 2021        | 2021        | June       | 2021         | % of    |
|--------|---------------------------------|-------------|-------------|------------|--------------|---------|
|        |                                 | YTD Budget  | YTD Amt     | MTD Amt    | YTD Balance  | Budget  |
| Active | E 101-41110-42900 OTHER EXPEN   | \$500.00    | \$130.83    | \$0.00     | \$369.17     | 26.17%  |
| Active | E 101-41150-42600 SUPPLIES AN   | \$0.00      | \$21.29     | \$0.00     | (\$21.29)    | 0.00%   |
| Active | E 101-41150-42900 OTHER EXPEN   | \$0.00      | \$100.00    | \$0.00     | (\$100.00)   | 0.00%   |
| Active | E 101-41150-51000 RESERVES      | \$0.00      | \$0.00      | \$0.00     | \$0.00       | 0.00%   |
| Active | E 101-41150-51100 OPERATING X   | \$0.00      | \$0.00      | \$0.00     | \$0.00       | 0.00%   |
| Active | E 101-41300-41100 WAGE EXPEN    | \$720.00    | \$795.00    | \$795.00   | (\$75.00)    | 110.42% |
| Active | E 101-41300-41200 PAYROLL TAX   | \$55.00     | \$60.82     | \$60.82    | (\$5.82)     | 110.58% |
| Active | E 101-41300-42300 PUBLISHING E  | \$250.00    | \$24.17     | \$24.17    | \$225.83     | 9.67%   |
| Active | E 101-41300-42600 SUPPLIES AN   | \$100.00    | \$85.26     | \$3.90     | \$14.74      | 85.26%  |
| Active | E 101-41300-42700 TRAVEL AND    | \$0.00      | \$0.00      | \$0.00     | \$0.00       | 0.00%   |
| Active | E 101-41400-41100 WAGE EXPEN    | \$39,384.00 | \$19,169.00 | \$3,681.00 | \$20,215.00  | 48.67%  |
| Active | E 101-41400-41200 PAYROLL TAX   | \$3,013.00  | \$1,558.22  | \$296.89   | \$1,454.78   | 51.72%  |
| Active | E 101-41400-41300 RETIREMENT    | \$2,363.00  | \$1,222.14  | \$232.86   | \$1,140.86   | 51.72%  |
| Active | E 101-41400-41400 WORKMEN S     | \$385.00    | \$0.00      | \$0.00     | \$385.00     | 0.00%   |
| Active | E 101-41400-41500 HEALTH INSU   | \$2,400.00  | \$0.00      | \$0.00     | \$2,400.00   | 0.00%   |
| Active | E 101-41400-41700 ADMIN WAGE    | \$29,120.00 | \$14,185.00 | \$2,779.00 | \$14,935.00  | 48.71%  |
| Active | E 101-41400-41800 ADMIN PAYRO   | \$2,228.00  | \$1,085.18  | \$212.60   | \$1,142.82   | 48.71%  |
| Active | E 101-41400-41900 ADMIN SDRS    | \$1,747.00  | \$851.10    | \$166.74   | \$895.90     | 48.72%  |
| Active | E 101-41400-42000 ADMIN HEALT   | \$9,600.00  | \$6,158.98  | \$1,030.92 | \$3,441.02   | 64.16%  |
| Active | E 101-41400-42100 OTHER INSUR   | \$3,900.00  | \$0.00      | \$0.00     | \$3,900.00   | 0.00%   |
| Active | E 101-41400-42200 PROFESSION    | \$9,500.00  | \$3,544.00  | \$561.50   | \$5,956.00   | 37.31%  |
| Active | E 101-41400-42300 PUBLISHING E  | \$0.00      | \$0.00      | \$0.00     | \$0.00       | 0.00%   |
| Active | E 101-41400-42500 REPAIRS AND   | \$500.00    | \$766.94    | \$96.94    | (\$266.94)   | 153.39% |
| Active | E 101-41400-42600 SUPPLIES AN   | \$3,000.00  | \$1,252.40  | \$224.81   | \$1,747.60   | 41.75%  |
| Active | E 101-41400-42700 TRAVEL AND    | \$1,500.00  | \$269.29    | \$131.17   | \$1,230.71   | 17.95%  |
| Active | E 101-41400-42800 UTILITIES EXP | \$5,675.00  | \$2,234.52  | \$0.00     | \$3,440.48   | 39.37%  |
| Active | E 101-41400-42810 PHONE & FAX   | \$3,410.00  | \$1,626.77  | \$314.59   | \$1,783.23   | 47.71%  |
| Active | E 101-41400-42900 OTHER EXPEN   | \$1,900.00  | \$603.83    | \$74.95    | \$1,296.17   | 31.78%  |
| Active | E 101-41400-43400 EQUIPMENT E   | \$6,300.00  | \$2,646.95  | \$0.00     | \$3,653.05   | 42.02%  |
| Active | E 101-41400-43410 COMPUTER S    | \$0.00      | \$0.00      | \$0.00     | \$0.00       | 0.00%   |
| Active | E 101-41410-42200 PROFESSION    | \$10,000.00 | \$3,179.00  | \$646.00   | \$6,821.00   | 31.79%  |
| Active | E 101-41960-42200 PROFESSION    | \$30,000.00 | \$22,350.66 | \$9,353.60 | \$7,649.34   | 74.50%  |
| Active | E 101-42100-41100 WAGE EXPEN    | \$19,625.00 | \$9,702.60  | \$1,617.10 | \$9,922.40   | 49.44%  |
| Active | E 101-42100-41200 PAYROLL TAX   | \$1,442.00  | \$834.00    | \$139.00   | \$608.00     | 57.84%  |
| Active | E 101-42100-41300 RETIREMENT    | \$0.00      | \$0.00      | \$0.00     | \$0.00       | 0.00%   |
| Active | E 101-42100-41400 WORKMEN S     | \$650.00    | \$0.00      | \$0.00     | \$650.00     | 0.00%   |
| Active | E 101-42100-41500 HEALTH INSU   | \$2,400.00  | \$1,200.00  | \$200.00   | \$1,200.00   | 50.00%  |
| Active | E 101-42100-42100 OTHER INSUR   | \$2,900.00  | \$0.00      | \$0.00     | \$2,900.00   | 0.00%   |
| Active | E 101-42100-42200 PROFESSION    | \$500.00    | \$3,300.00  | \$600.00   | (\$2,800.00) | 660.00% |
| Active | E 101-42100-42500 REPAIRS AND   | \$1,500.00  | \$4,277.77  | \$20.78    | (\$2,777.77) | 285.18% |
| Active | E 101-42100-42600 SUPPLIES AN   | \$500.00    | \$868.74    | \$203.10   | (\$368.74)   | 173.75% |
| Active | E 101-42100-42610 FUEL EXPENS   | \$6,500.00  | \$4,633.63  | \$977.11   | \$1,866.37   | 71.29%  |
| Active | E 101-42100-42620 UNIFORM EXP   | \$500.00    | \$378.30    | \$254.51   | \$121.70     | 75.66%  |
| Active | E 101-42100-42700 TRAVEL AND    | \$500.00    | \$322.88    | \$202.88   | \$177.12     | 64.58%  |
| Active | E 101-42100-42810 PHONE & FAX   | \$150.00    | \$0.00      | \$0.00     | \$150.00     | 0.00%   |
| Active | E 101-42100-42900 OTHER EXPEN   | \$150.00    | \$341.83    | \$0.00     | (\$191.83)   | 227.89% |
| Active | E 101-42100-43400 EQUIPMENT E   | \$500.00    | \$215.10    | \$97.14    | \$284.90     | 43.02%  |
| Active | E 101-42100-43420 AUTO EXPENS   | \$1,000.00  | \$1,523.33  | \$618.02   | (\$523.33)   | 152.33% |
| Active | E 101-42300-42200 PROFESSION    | \$3,000.00  | \$2,467.62  | \$350.00   | \$532.38     | 82.25%  |
| Active | E 101-43100-41100 WAGE EXPEN    | \$2,350.00  | \$320.00    | \$320.00   | \$2,030.00   | 13.62%  |
| Active | E 101-43100-41200 PAYROLL TAX   | \$180.00    | \$24.48     | \$24.48    | \$155.52     | 13.60%  |
| Active | E 101-43100-42150 CONTRACT EX   | \$1,633.00  | \$680.05    | \$0.00     | \$952.95     | 41.64%  |

**TOWN OF HERMOSA**  
**\*Budget YTD Rev-Exp©**

Current Period: June 2021

|  |                                 | 2021                  | 2021                  | June                 | 2021                  | % of          |
|--|---------------------------------|-----------------------|-----------------------|----------------------|-----------------------|---------------|
|  |                                 | YTD Budget            | YTD Amt               | MTD Amt              | YTD Balance           | Budget        |
| Active                                   | E 101-43100-42500 REPAIRS AND   | \$16,000.00           | \$2,460.22            | \$0.00               | \$13,539.78           | 15.38%        |
| Active                                   | E 101-43100-42510 SNOW REMOV    | \$6,000.00            | \$3,375.01            | \$136.01             | \$2,624.99            | 56.25%        |
| Active                                   | E 101-43100-42520 DRAINAGE EX   | \$2,000.00            | \$0.00                | \$0.00               | \$2,000.00            | 0.00%         |
| Active                                   | E 101-43100-42530 MOWING EXP    | \$2,100.00            | \$58.00               | \$0.00               | \$2,042.00            | 2.76%         |
| Active                                   | E 101-43100-42600 SUPPLIES AN   | \$12,000.00           | \$135.00              | \$0.00               | \$11,865.00           | 1.13%         |
| Active                                   | E 101-43100-42800 UTILITIES EXP | \$15,050.00           | \$6,099.33            | \$0.00               | \$8,950.67            | 40.53%        |
| Active                                   | E 101-43100-42900 OTHER EXPEN   | \$2,880.00            | \$0.00                | \$0.00               | \$2,880.00            | 0.00%         |
| Active                                   | E 101-43230-42600 SUPPLIES AN   | \$32,900.00           | \$262.50              | \$87.50              | \$32,637.50           | 0.80%         |
| Active                                   | E 101-43230-42900 OTHER EXPEN   | \$0.00                | \$17,240.94           | \$3,756.04           | (\$17,240.94)         | 0.00%         |
| Active                                   | E 101-46520-41100 WAGE EXPEN    | \$3,840.00            | \$1,730.00            | \$890.00             | \$2,110.00            | 45.05%        |
| Active                                   | E 101-46520-41200 PAYROLL TAX   | \$300.00              | \$132.39              | \$68.11              | \$167.61              | 44.13%        |
| Active                                   | E 101-46520-42600 SUPPLIES AN   | \$0.00                | \$0.00                | \$0.00               | \$0.00                | 0.00%         |
| Active                                   | E 101-46520-42700 TRAVEL AND    | \$0.00                | \$0.00                | \$0.00               | \$0.00                | 0.00%         |
| Active                                   | E 101-46520-42900 OTHER EXPEN   | \$0.00                | \$0.00                | \$0.00               | \$0.00                | 0.00%         |
| Active                                   | E 101-48500-42900 OTHER EXPEN   | \$0.00                | \$0.00                | \$0.00               | \$0.00                | 0.00%         |
| Active                                   | E 101-48500-43100 LAND          | \$0.00                | \$0.00                | \$0.00               | \$0.00                | 0.00%         |
| Active                                   | E 101-48500-43200 BUILDINGS     | \$0.00                | \$0.00                | \$0.00               | \$0.00                | 0.00%         |
| Active                                   | E 101-48500-43300 CAPITAL IMPR  | \$55,840.00           | \$0.00                | \$0.00               | \$55,840.00           | 0.00%         |
| Active                                   | E 101-48500-43400 EQUIPMENT E   | \$0.00                | \$0.00                | \$0.00               | \$0.00                | 0.00%         |
| Active                                   | E 101-51100-51100 OPERATING X   | \$0.00                | \$0.00                | \$0.00               | \$0.00                | 0.00%         |
| Active                                   | E 101-61100-51100 OPERATING X   | \$0.00                | \$0.00                | \$0.00               | \$0.00                | 0.00%         |
| <b>Total Expenditure</b>                 |                                 | <b>(\$388,520.00)</b> | <b>(\$159,277.93)</b> | <b>(\$32,789.77)</b> | <b>(\$229,242.07)</b> | <b>41.00%</b> |
| <b>Total GENERAL FUND</b>                |                                 | <b>\$0.00</b>         | <b>\$91,170.53</b>    | <b>\$17,708.70</b>   | <b>(\$91,170.53)</b>  | <b>0.00%</b>  |
| <b>BBB Gross Receipts Tax Fund</b>       |                                 |                       |                       |                      |                       |               |
| <b>Revenues</b>                          |                                 | <b>\$9,000.00</b>     | <b>\$4,111.87</b>     | <b>-\$168.03</b>     | <b>\$4,888.13</b>     | <b>45.69%</b> |
| <b>Expenditures</b>                      |                                 | <b>\$9,000.00</b>     | <b>\$0.00</b>         | <b>\$0.00</b>        | <b>\$9,000.00</b>     | <b>0.00%</b>  |
| <b>Gain/(Loss)</b>                       |                                 | <b>\$0.00</b>         | <b>\$4,111.87</b>     | <b>(\$168.03)</b>    | <b>(\$4,111.87)</b>   | <b>0.00%</b>  |
| <b>Revenue</b>                           |                                 |                       |                       |                      |                       |               |
| Active                                   | R 211-31300 SALES AND USE TAX   | \$9,000.00            | \$4,111.87            | (\$168.03)           | \$4,888.13            | 45.69%        |
| <b>Total Revenue</b>                     |                                 | <b>\$9,000.00</b>     | <b>\$4,111.87</b>     | <b>(\$168.03)</b>    | <b>\$4,888.13</b>     | <b>45.69%</b> |
| <b>Expenditure</b>                       |                                 |                       |                       |                      |                       |               |
| Active                                   | E 211-46310-42900 OTHER EXPEN   | \$9,000.00            | \$0.00                | \$0.00               | \$9,000.00            | 0.00%         |
| <b>Total Expenditure</b>                 |                                 | <b>(\$9,000.00)</b>   | <b>\$0.00</b>         | <b>\$0.00</b>        | <b>(\$9,000.00)</b>   | <b>0.00%</b>  |
| <b>Total BBB Gross Receipts Tax Fund</b> |                                 | <b>\$0.00</b>         | <b>\$4,111.87</b>     | <b>(\$168.03)</b>    | <b>(\$4,111.87)</b>   | <b>0.00%</b>  |
| <b>FEMA FUND/CONSTRUCTION ACCT</b>       |                                 |                       |                       |                      |                       |               |
| <b>Revenues</b>                          |                                 | <b>\$1,500.00</b>     | <b>\$0.00</b>         | <b>\$0.00</b>        | <b>\$1,500.00</b>     | <b>0.00%</b>  |
| <b>Expenditures</b>                      |                                 | <b>\$1,500.00</b>     | <b>\$0.00</b>         | <b>\$0.00</b>        | <b>\$1,500.00</b>     | <b>0.00%</b>  |
| <b>Gain/(Loss)</b>                       |                                 | <b>\$0.00</b>         | <b>\$0.00</b>         | <b>\$0.00</b>        | <b>\$0.00</b>         | <b>0.00%</b>  |
| <b>Revenue</b>                           |                                 |                       |                       |                      |                       |               |
| Active                                   | R 272-33100 FEDERAL GRANTS      | \$1,500.00            | \$0.00                | \$0.00               | \$1,500.00            | 0.00%         |
| Active                                   | R 272-36700 DONATION INCOME     | \$0.00                | \$0.00                | \$0.00               | \$0.00                | 0.00%         |
| Active                                   | R 272-39110 OPERATING TRANSF    | \$0.00                | \$0.00                | \$0.00               | \$0.00                | 0.00%         |
| <b>Total Revenue</b>                     |                                 | <b>\$1,500.00</b>     | <b>\$0.00</b>         | <b>\$0.00</b>        | <b>\$1,500.00</b>     | <b>0.00%</b>  |
| <b>Expenditure</b>                       |                                 |                       |                       |                      |                       |               |
| Active                                   | E 272-46310-42900 OTHER EXPEN   | \$1,500.00            | \$0.00                | \$0.00               | \$1,500.00            | 0.00%         |
| <b>Total Expenditure</b>                 |                                 | <b>(\$1,500.00)</b>   | <b>\$0.00</b>         | <b>\$0.00</b>        | <b>(\$1,500.00)</b>   | <b>0.00%</b>  |
| <b>Total FEMA FUND/CONSTRUCTION ACCT</b> |                                 | <b>\$0.00</b>         | <b>\$0.00</b>         | <b>\$0.00</b>        | <b>\$0.00</b>         | <b>0.00%</b>  |

**TOWN OF HERMOSA**  
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Current Period: June 2021

|                                |                                | 2021           | 2021           | June          | 2021          | %         |
|--------------------------------|--------------------------------|----------------|----------------|---------------|---------------|-----------|
|                                |                                | YTD Budget     | YTD Amt        | MTD Amt       | YTD Balance   | of Budget |
| <b>DEBT SERVICE FUND</b>       |                                |                |                |               |               |           |
| <b>Revenues</b>                |                                | \$121,500.00   | \$45,793.04    | \$10,799.90   | \$75,706.96   | 37.69%    |
| <b>Expenditures</b>            |                                | \$121,500.00   | \$146,419.19   | \$21,093.36   | -\$24,919.19  | 120.51%   |
| <b>Gain/(Loss)</b>             |                                | \$0.00         | (\$100,626.15) | (\$10,293.46) | \$100,626.15  | 0.00%     |
| <b>Revenue</b>                 |                                |                |                |               |               |           |
| Active                         | R 301-31110 PROPERTY TAXES C   | \$38,000.00    | \$39,616.87    | \$9,076.84    | (\$1,616.87)  | 104.25%   |
| Active                         | R 301-31160 PROPERTY TAXES P   | \$0.00         | \$648.36       | \$0.00        | (\$648.36)    | 0.00%     |
| Active                         | R 301-31170 PROPERTY TAXES M   | \$3,500.00     | \$5,319.91     | \$1,698.00    | (\$1,819.91)  | 152.00%   |
| Active                         | R 301-31190 PROPERTY TAXES O   | \$0.00         | \$0.00         | \$0.00        | \$0.00        | 0.00%     |
| Active                         | R 301-31900 PENALTY/INTEREST/  | \$0.00         | \$207.90       | \$25.06       | (\$207.90)    | 0.00%     |
| Active                         | R 301-33440 DENR STATE GRANT   | \$0.00         | \$0.00         | \$0.00        | \$0.00        | 0.00%     |
| Active                         | R 301-39111 PRVS YR RETAINED   | \$80,000.00    | \$0.00         | \$0.00        | \$80,000.00   | 0.00%     |
| Active                         | R 301-39121 LONGTERM DEBT IS   | \$0.00         | \$0.00         | \$0.00        | \$0.00        | 0.00%     |
| Active                         | R 301-39123 STATE REVOLVING F  | \$0.00         | \$0.00         | \$0.00        | \$0.00        | 0.00%     |
| <b>Total Revenue</b>           |                                | \$121,500.00   | \$45,793.04    | \$10,799.90   | \$75,706.96   | 37.69%    |
| <b>Expenditure</b>             |                                |                |                |               |               |           |
| Active                         | E 301-41110-42200 PROFESSION   | \$0.00         | \$0.00         | \$0.00        | \$0.00        | 0.00%     |
| Active                         | E 301-41410-42200 PROFESSION   | \$21,702.00    | \$4,365.00     | \$0.00        | \$17,337.00   | 20.11%    |
| Active                         | E 301-43200-43300 CAPITAL IMPR | \$75,000.00    | \$44,026.24    | \$21,093.36   | \$30,973.76   | 58.70%    |
| Active                         | E 301-43300-43300 CAPITAL IMPR | \$0.00         | \$0.00         | \$0.00        | \$0.00        | 0.00%     |
| Active                         | E 301-46500-42900 OTHER EXPEN  | \$0.00         | \$0.00         | \$0.00        | \$0.00        | 0.00%     |
| Active                         | E 301-47120-44100 PRINCIPAL    | \$4,680.50     | \$82,513.60    | \$0.00        | (\$77,833.10) | 1762.92%  |
| Active                         | E 301-47120-44200 INTEREST     | \$2,580.98     | \$873.27       | \$0.00        | \$1,707.71    | 33.83%    |
| Active                         | E 301-47120-51000 RESERVES     | \$726.14       | \$0.00         | \$0.00        | \$726.14      | 0.00%     |
| Active                         | E 301-47210-44100 PRINCIPAL    | \$6,943.07     | \$10,556.73    | \$0.00        | (\$3,613.66)  | 152.05%   |
| Active                         | E 301-47210-44200 INTEREST     | \$8,339.09     | \$4,084.35     | \$0.00        | \$4,254.74    | 48.98%    |
| Active                         | E 301-47210-51000 RESERVES     | \$1,528.22     | \$0.00         | \$0.00        | \$1,528.22    | 0.00%     |
| <b>Total Expenditure</b>       |                                | (\$121,500.00) | (\$146,419.19) | (\$21,093.36) | \$24,919.19   | 120.51%   |
| <b>Total DEBT SERVICE FUND</b> |                                | \$0.00         | (\$100,626.15) | (\$10,293.46) | \$100,626.15  | 0.00%     |
| <b>WATER FUND</b>              |                                |                |                |               |               |           |
| <b>Revenues</b>                |                                | \$188,397.00   | \$58,612.64    | \$11,213.20   | \$129,784.36  | 31.11%    |
| <b>Expenditures</b>            |                                | \$188,397.00   | \$54,878.94    | \$15,361.66   | \$133,518.06  | 29.13%    |
| <b>Gain/(Loss)</b>             |                                | \$0.00         | \$3,733.70     | (\$4,148.46)  | (\$3,733.70)  | 0.00%     |
| <b>Revenue</b>                 |                                |                |                |               |               |           |
| Active                         | R 602-32110 WATER TAP PERMIT   | \$500.00       | \$0.00         | \$0.00        | \$500.00      | 0.00%     |
| Active                         | R 602-33440 DENR STATE GRANT   | \$0.00         | \$0.00         | \$0.00        | \$0.00        | 0.00%     |
| Active                         | R 602-36210 PENALTY REVENUE    | \$1,500.00     | \$3,068.73     | \$379.95      | (\$1,568.73)  | 204.58%   |
| Active                         | R 602-38100 WATER REVENUE      | \$0.00         | \$0.00         | \$0.00        | \$0.00        | 0.00%     |
| Active                         | R 602-38110 WATER OPERATING    | \$98,500.00    | \$47,647.11    | \$9,448.67    | \$50,852.89   | 48.37%    |
| Active                         | R 602-38120 WTR DOT 2 SURCHR   | \$4,300.00     | \$2,339.84     | \$403.16      | \$1,960.16    | 54.41%    |
| Active                         | R 602-38130 DRINK WATER SRF    | \$10,000.00    | \$5,403.58     | \$912.46      | \$4,596.42    | 54.04%    |
| Active                         | R 602-38190 OTHER WATER REV    | \$0.00         | \$153.38       | \$68.96       | (\$153.38)    | 0.00%     |
| Active                         | R 602-39000 INTERFUND TRANSF   | \$73,597.00    | \$0.00         | \$0.00        | \$73,597.00   | 0.00%     |
| Active                         | R 602-39110 OPERATING TRANSF   | \$0.00         | \$0.00         | \$0.00        | \$0.00        | 0.00%     |
| Active                         | R 602-39111 PRVS YR RETAINED   | \$0.00         | \$0.00         | \$0.00        | \$0.00        | 0.00%     |
| Active                         | R 602-39121 LONGTERM DEBT IS   | \$0.00         | \$0.00         | \$0.00        | \$0.00        | 0.00%     |
| Active                         | R 602-39123 STATE REVOLVING F  | \$0.00         | \$0.00         | \$0.00        | \$0.00        | 0.00%     |
| Active                         | R 602-39130 SALE OF MUNICIPAL  | \$0.00         | \$0.00         | \$0.00        | \$0.00        | 0.00%     |
| Active                         | R 602-39200 RESIDUAL TRANSFE   | \$0.00         | \$0.00         | \$0.00        | \$0.00        | 0.00%     |

**TOWN OF HERMOSA**  
**\*Budget YTD Rev-Exp©**

Current Period: June 2021

|                          |                                 | 2021           | 2021          | June          | 2021           | % of    |
|--------------------------|---------------------------------|----------------|---------------|---------------|----------------|---------|
|                          |                                 | YTD Budget     | YTD Amt       | MTD Amt       | YTD Balance    | Budget  |
| <b>Total Revenue</b>     |                                 | \$188,397.00   | \$58,612.64   | \$11,213.20   | \$129,784.36   | 31.11%  |
| <b>Expenditure</b>       |                                 |                |               |               |                |         |
| Active                   | E 602-41150-51000 RESERVES      | \$0.00         | \$0.00        | \$0.00        | \$0.00         | 0.00%   |
| Active                   | E 602-43300-41100 WAGE EXPEN    | \$2,352.00     | \$1,556.00    | \$249.50      | \$796.00       | 66.16%  |
| Active                   | E 602-43300-41200 PAYROLL TAX   | \$180.00       | \$119.04      | \$19.09       | \$60.96        | 66.13%  |
| Active                   | E 602-43300-42100 OTHER INSUR   | \$1,950.00     | \$0.00        | \$0.00        | \$1,950.00     | 0.00%   |
| Active                   | E 602-43300-42150 CONTRACT EX   | \$14,944.00    | \$6,391.98    | \$1,065.33    | \$8,552.02     | 42.77%  |
| Active                   | E 602-43300-42200 PROFESSION    | \$7,075.00     | \$1,070.00    | \$210.00      | \$6,005.00     | 15.12%  |
| Active                   | E 602-43300-42500 REPAIRS AND   | \$10,000.00    | \$15,200.41   | \$6,851.37    | (\$5,200.41)   | 152.00% |
| Active                   | E 602-43300-42540 PUMP & WELL   | \$5,000.00     | \$5,000.00    | \$5,000.00    | \$0.00         | 100.00% |
| Active                   | E 602-43300-42600 SUPPLIES AN   | \$2,500.00     | \$304.97      | \$0.00        | \$2,195.03     | 12.20%  |
| Active                   | E 602-43300-42630 CHEMICALS &   | \$6,100.00     | \$2,922.72    | \$368.87      | \$3,177.28     | 47.91%  |
| Active                   | E 602-43300-42800 UTILITIES EXP | \$16,995.00    | \$6,921.69    | \$0.00        | \$10,073.31    | 40.73%  |
| Active                   | E 602-43300-42900 OTHER EXPEN   | \$50.00        | \$0.00        | \$0.00        | \$50.00        | 0.00%   |
| Active                   | E 602-43300-43300 CAPITAL IMPR  | \$67,775.00    | \$2,820.66    | \$0.00        | \$64,954.34    | 4.16%   |
| Active                   | E 602-43300-43400 EQUIPMENT E   | \$3,500.00     | \$0.00        | \$0.00        | \$3,500.00     | 0.00%   |
| Active                   | E 602-47110-44100 PRINCIPAL     | \$16,518.36    | \$0.00        | \$0.00        | \$16,518.36    | 0.00%   |
| Active                   | E 602-47110-44200 INTEREST      | \$2,530.65     | \$0.00        | \$0.00        | \$2,530.65     | 0.00%   |
| Active                   | E 602-47130-44100 PRINCIPAL     | \$6,211.43     | \$3,084.22    | \$502.16      | \$3,127.21     | 49.65%  |
| Active                   | E 602-47130-44200 INTEREST      | \$9,124.57     | \$4,583.78    | \$775.84      | \$4,540.79     | 50.24%  |
| Active                   | E 602-47130-51000 RESERVES      | \$0.00         | \$0.00        | \$0.00        | \$0.00         | 0.00%   |
| Active                   | E 602-47140-44100 PRINCIPAL     | \$737.17       | \$416.06      | \$61.05       | \$321.11       | 56.44%  |
| Active                   | E 602-47140-44200 INTEREST      | \$1,734.82     | \$798.04      | \$147.45      | \$936.78       | 46.00%  |
| Active                   | E 602-47140-51000 RESERVES      | \$0.00         | \$147.91      | \$0.00        | (\$147.91)     | 0.00%   |
| Active                   | E 602-47150-44100 PRINCIPAL     | \$467.10       | \$195.59      | \$37.48       | \$271.51       | 41.87%  |
| Active                   | E 602-47150-44200 INTEREST      | \$864.90       | \$359.41      | \$73.52       | \$505.49       | 41.56%  |
| Active                   | E 602-47150-51000 RESERVES      | \$0.00         | \$0.00        | \$0.00        | \$0.00         | 0.00%   |
| Active                   | E 602-47160-44100 PRINCIPAL     | \$0.00         | \$1,678.72    | \$0.00        | (\$1,678.72)   | 0.00%   |
| Active                   | E 602-47160-44200 INTEREST      | \$0.00         | \$1,307.74    | \$0.00        | (\$1,307.74)   | 0.00%   |
| Active                   | E 602-47160-51000 RESERVES      | \$1,917.00     | \$0.00        | \$0.00        | \$1,917.00     | 0.00%   |
| Active                   | E 602-51100-51000 RESERVES      | \$9,870.00     | \$0.00        | \$0.00        | \$9,870.00     | 0.00%   |
| <b>Total Expenditure</b> |                                 | (\$188,397.00) | (\$54,878.94) | (\$15,361.66) | (\$133,518.06) | 29.13%  |
| <b>Total WATER FUND</b>  |                                 | \$0.00         | \$3,733.70    | (\$4,148.46)  | (\$3,733.70)   | 0.00%   |
| <b>SEWER FUND</b>        |                                 |                |               |               |                |         |
| <b>Revenues</b>          |                                 | \$112,656.00   | \$37,384.58   | \$6,887.29    | \$75,271.42    | 33.18%  |
| <b>Expenditures</b>      |                                 | \$112,656.00   | \$27,605.60   | \$2,349.36    | \$85,050.40    | 24.50%  |
| <b>Gain/(Loss)</b>       |                                 | \$0.00         | \$9,778.98    | \$4,537.93    | (\$9,778.98)   | 0.00%   |
| <b>Revenue</b>           |                                 |                |               |               |                |         |
| Active                   | R 604-32120 SEWER TAP PERMIT    | \$600.00       | \$0.00        | \$0.00        | \$600.00       | 0.00%   |
| Active                   | R 604-38300 SEWER REVENUE       | \$0.00         | \$0.00        | \$0.00        | \$0.00         | 0.00%   |
| Active                   | R 604-38310 SEWER OPERATING     | \$67,500.00    | \$35,047.19   | \$6,485.92    | \$32,452.81    | 51.92%  |
| Active                   | R 604-38320 SWR DOT 1 SURCHA    | \$4,500.00     | \$2,337.39    | \$401.37      | \$2,162.61     | 51.94%  |
| Active                   | R 604-38390 OTHER SEWER REV     | \$0.00         | \$0.00        | \$0.00        | \$0.00         | 0.00%   |
| Active                   | R 604-39000 INTERFUND TRANSF    | \$40,056.00    | \$0.00        | \$0.00        | \$40,056.00    | 0.00%   |
| Active                   | R 604-39110 OPERATING TRANSF    | \$0.00         | \$0.00        | \$0.00        | \$0.00         | 0.00%   |
| Active                   | R 604-39111 PRVS YR RETAINED    | \$0.00         | \$0.00        | \$0.00        | \$0.00         | 0.00%   |
| Active                   | R 604-39140 LOSS/DAMAGE CAPI    | \$0.00         | \$0.00        | \$0.00        | \$0.00         | 0.00%   |
| <b>Total Revenue</b>     |                                 | \$112,656.00   | \$37,384.58   | \$6,887.29    | \$75,271.42    | 33.18%  |
| <b>Expenditure</b>       |                                 |                |               |               |                |         |
| Active                   | E 604-41150-51000 RESERVES      | \$0.00         | \$0.00        | \$0.00        | \$0.00         | 0.00%   |

**TOWN OF HERMOSA**  
**\*Budget YTD Rev-Exp©**

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Current Period: June 2021

|                          |                                 | 2021                  | 2021                 | June                | 2021                 | % of           |
|--------------------------|---------------------------------|-----------------------|----------------------|---------------------|----------------------|----------------|
|                          |                                 | YTD Budget            | YTD Amt              | MTD Amt             | YTD Balance          | Budget         |
| Active                   | E 604-43200-42100 OTHER INSUR   | \$1,950.00            | \$0.00               | \$0.00              | \$1,950.00           | 0.00%          |
| Active                   | E 604-43200-42150 CONTRACT EX   | \$12,783.96           | \$6,391.98           | \$1,065.33          | \$6,391.98           | 50.00%         |
| Active                   | E 604-43200-42200 PROFESSION    | \$20,000.00           | \$1,734.33           | \$210.00            | \$18,265.67          | 8.67%          |
| Active                   | E 604-43200-42500 REPAIRS AND   | \$66,803.00           | \$2,596.23           | \$754.53            | \$64,206.77          | 3.89%          |
| Active                   | E 604-43200-42600 SUPPLIES AN   | \$2,300.00            | \$1,375.04           | \$0.00              | \$924.96             | 59.78%         |
| Active                   | E 604-43200-42630 CHEMICALS &   | \$850.00              | \$499.83             | \$0.00              | \$350.17             | 58.80%         |
| Active                   | E 604-43200-42800 UTILITIES EXP | \$3,500.00            | \$1,534.74           | \$0.00              | \$1,965.26           | 43.85%         |
| Active                   | E 604-43200-42900 OTHER EXPEN   | \$251.64              | \$0.00               | \$0.00              | \$251.64             | 0.00%          |
| Active                   | E 604-43200-43300 CAPITAL IMPR  | \$0.00                | \$11,556.46          | \$0.00              | (\$11,556.46)        | 0.00%          |
| Active                   | E 604-43200-43400 EQUIPMENT E   | \$0.00                | \$0.00               | \$0.00              | \$0.00               | 0.00%          |
| Active                   | E 604-43200-51100 OPERATING X   | \$0.00                | \$0.00               | \$0.00              | \$0.00               | 0.00%          |
| Active                   | E 604-47140-44100 PRINCIPAL     | \$767.17              | \$416.05             | \$61.05             | \$351.12             | 54.23%         |
| Active                   | E 604-47140-44200 INTEREST      | \$1,734.83            | \$945.94             | \$147.45            | \$788.89             | 54.53%         |
| Active                   | E 604-47140-51000 RESERVES      | \$383.40              | \$0.00               | \$0.00              | \$383.40             | 0.00%          |
| Active                   | E 604-47150-44100 PRINCIPAL     | \$467.10              | \$195.59             | \$37.48             | \$271.51             | 41.87%         |
| Active                   | E 604-47150-44200 INTEREST      | \$864.90              | \$359.41             | \$73.52             | \$505.49             | 41.56%         |
| Active                   | E 604-47150-51000 RESERVES      | \$0.00                | \$0.00               | \$0.00              | \$0.00               | 0.00%          |
| Active                   | E 604-48500-43100 LAND          | \$0.00                | \$0.00               | \$0.00              | \$0.00               | 0.00%          |
| Active                   | E 604-51100-51100 OPERATING X   | \$0.00                | \$0.00               | \$0.00              | \$0.00               | 0.00%          |
| <b>Total Expenditure</b> |                                 | <b>(\$112,656.00)</b> | <b>(\$27,605.60)</b> | <b>(\$2,349.36)</b> | <b>(\$85,050.40)</b> | <b>24.50%</b>  |
| <b>Total SEWER FUND</b>  |                                 | <b>\$0.00</b>         | <b>\$9,778.98</b>    | <b>\$4,537.93</b>   | <b>(\$9,778.98)</b>  | <b>0.00%</b>   |
| <b>Report Total</b>      |                                 | <b>\$0.00</b>         | <b>\$8,168.93</b>    | <b>\$7,636.68</b>   | <b>(\$8,168.93)</b>  | <b>#Div/0!</b> |

STATE OF SOUTH DAKOTA  
RECIPIENT CONTRACT  
BETWEEN

|  |  |
|--|--|
| City of Hermosa<br>Gail Boddicker<br>PO Box 298<br>Hermosa, SD 57744<br>605-255-4291 | South Dakota Department of Health<br>Division of Healthcare Access & Quality<br>and Health Protection<br>600 East Capitol Avenue<br>Pierre, SD 57501<br>605-773-3361 |
| Referred to as "Recipient"   | Referred to as "State"   |

State and Recipient hereby enter into a contract. This is an agreement for an award of non-federal financial assistance to a recipient.

I. RECIPIENT INFORMATION:

A. The Recipient's City, State and Zip + 4 for primary place of performance is Hermosa, SD 57744.  
 The Recipient's DUNS/unique entity identifier number is 183952162.  
 The Recipient's Fiscal year begins January 1, 2021 and ends December 31, 2021.

B. This agreement is made for the purpose of enhancing mosquito control efforts.

|                                |            |
|--------------------------------|------------|
| Amount provided by State is    | \$1,184.00 |
| Amount matched by Recipient is | \$0.00     |
| Total Contract Amount          | \$1,184.00 |

Dollars provided by State consist of the following:

|                           |            |
|---------------------------|------------|
| Non-Federal State dollars | \$1,184.00 |
|---------------------------|------------|

II. RECIPIENT ATTESTATION:

By signing this Agreement, Recipient attests to the following requirements as set forth in SDCL § 1-56-10:

- A. A conflict of interest policy is enforced within Recipient's organization;
- B. The Internal Revenue Service Form 990 has been filed, if applicable, in compliance with federal law, and is displayed immediately after filing on the Recipient's website;
- C. An effective internal control system is employed by the Recipient's organization; and

- D. If applicable, the Recipient is in compliance with the federal Single Audit Act, in compliance with § 4-11-2.1, and audits are displayed on the Recipient's website.

III. PERIOD OF PERFORMANCE:

- A. The term of this Contract shall begin July 1, 2021 and end January 1, 2022

IV. RECIPIENT

- A. Recipient is not a full or part-time employee of State or any agency of the state of South Dakota.
- B. Recipient, as an independent contractor, is solely responsible for the withholding and payment of applicable income and Social Security taxes due and owing from money received under this contract.
- C. Recipient will not use equipment, supplies or facilities owned by the state of South Dakota.
- D. Recipient agrees to:
  - 1. Utilize funds for the sole purpose of enhancing their mosquito control efforts. Funds may not be used to supplant existing funding or planned expenditures.
  - 2. Mosquito control chemicals and/or equipment purchased under this grant agreement becomes the sole property and responsibility of the Recipient.
  - 3. Where possible, the Recipient agrees to provide State with relevant electronic data obtained during the conduct of control efforts. Report trapping and surveillance data via the SDSU Web-based mosquito population graphing program at: <http://www.sdstate.edu/mosqcount/>
- E. INSURANCE: Recipient agrees, at its sole cost and expense, to maintain the following insurance:
  - 1. Commercial General Liability Insurance:  
Recipient shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000 each occurrence. If such insurance contains a general aggregate limit it shall apply separately to this contract or be no less than two times the occurrence limit.
  - 2. Professional Liability Insurance:  
Grantee shall procure and maintain professional liability insurance with a limit of not less than one million dollars.

3. Business Automobile Liability Insurance:  
Recipient shall maintain business automobile liability insurance or equivalent form with a limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for owned, hired and non-owned vehicles.
4. Worker's Compensation Insurance:  
Recipient shall procure and maintain workers' compensation and employers' liability insurance as required by South Dakota law.
5. Certificates of Insurance:  
Before beginning work under this Contract, Recipient shall furnish State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Contract. In the event of a substantial change in insurance, issuance of a new policy, cancellation or nonrenewal of the policy, Consultant agrees to provide immediate notice to the State and provide a new certificate of insurance showing continuous coverage in the amounts required. Recipient shall furnish copies of insurance policies if requested by State.

- F. Recipient agrees to indemnify and hold the State of South Dakota, its officers, agents and employees, harmless from and against any and all actions, suits, damages, liability or other proceedings that may arise as a result of performing services hereunder. This section does not require Recipient to be responsible for or defend against claims or damages arising solely from acts or omissions of the State, its officers, agents or employees.
- G. This contract does not require Recipient to engage in a function or activity involving the use or disclosure of State's Protected Health Information (PHI), as defined in the Health Insurance Portability and Accountability Act (HIPAA), 45 CFR § 160.103.

## V. STATE

- A. State will pay, upon submission of an invoice with an itemized listing of mosquito control expenditures and proof of purchase documentation up to \$1,184.00. All eligible expenditures must be completed by October 31, 2021 and all requests for reimbursement must be completed by November 30, 2021.
- B. State will not pay Recipient expenses as a separate item.
- C. TOTAL CONTRACT AMOUNT (Not to Exceed) \$1,184.00. Payment will be made consistent with SDCL Ch. 5-26.

VI. OTHER PROVISIONS

- A. **CHOICE OF LAW AND FORUM.** The terms and conditions of this contract are subject to and will be construed under the laws of the State of South Dakota. The parties further agree that any dispute arising from the terms and conditions of this contract, which cannot be resolved by mutual agreement, will be tried in the Sixth Judicial Circuit Court, Hughes County, South Dakota.
- B. **INTEGRATION.** This contract is a complete version of the entire agreement between the parties with respect to the subject matter within this contract and supersedes all prior or contemporaneous written or oral understandings, agreements and communications between them with respect to such subject matter. This contract may be modified or amended only by a writing signed by both parties.
- C. **TERMINATION:** This contract may be terminated by either party hereto upon thirty (30) days written notice, and may be terminated by State for cause at any time, with or without notice.
- D. **NOTICE:** Any notice or other communication required under this contract shall be in writing and sent to the address set forth above. Notices shall be given by and to the State Contact Person on behalf of State, and by and to the Consultant Contact Person on behalf of Consultant, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.
- E. **ASSURANCES:** The Consultant agrees to abide by all applicable provisions of the following assurances: Lobbying Activity, Byrd Anti Lobbying Amendment (31 USC 1352), Drug-Free Workplace, Executive Order 11246 Equal Employment Opportunity, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Drug Abuse Office and Treatment Act of 1972, Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Age Discrimination Act of 1975, Americans with Disabilities Act of 1990, Pro-Children Act of 1994, Hatch Act, Health Insurance Portability and Accountability Act (HIPAA) of 1996, Clean Air Act, Federal Water Pollution Control Act, Charitable Choice Provisions and Regulations, Equal Treatment for Faith-Based Religions at Title 28 Code of Federal Regulations Part 38, the Violence Against Women Reauthorization Act of 2013, American Recovery and Reinvestment Act of 2009, and Section 106 (g) of the Trafficking Victims Protection Act of 2002, as amended (22 U.S.C. 7104) as applicable.
- F. **RESTRICTION OF BOYCOTT OF ISRAEL:** Pursuant Executive Order 2020-01, for contractors, vendors, supplies, or subcontracts with five (5) or more employees who enter into a contract with the State of South Dakota that involves the expenditure of one hundred thousand dollars (\$100,000) or more, by signing this contract Consultant certifies and agrees that it has not refused to transact business activities, have not terminated business activities, and have not taken other similar actions intended to limit its commercial relations, related to the subject matter of the contract, with a person or entity that is either the State of Israel, or a company doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel to do business, or doing business in the State of Israel, with the specific intent to accomplish a boycott or divestment of Israel in a discriminatory manner. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for State to terminate this contract. Consultant further agrees to provide immediate written notice to State if during the term of the contract it no longer complies with this certification, and agrees such noncompliance may be grounds for contract termination.
- G. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION:** Consultant agrees that neither Consultant, nor any of Consultant's principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any Federal department or agency. Consultant will provide immediate written notice to the Department of Health, Division of Administration (600 East Capitol Avenue, Pierre, SD 57501 (605) 773-3361), if Consultant, or any of Consultant's principals, becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions involving Federal funding. Consultant further agrees that if this contract involves federal funds or federally mandated compliance, then Consultant is in compliance with all applicable regulations pursuant to Executive Order 12549, including Debarment and Suspension and Participants' Responsibilities, 29 C.F.R. § 98.510 (1990).
- H. **FUNDING TERMINATION:** This contract depends upon the continued availability of appropriated funds and expenditure authority from Congress, the Legislature or the Executive Branch for this purpose. This contract will be terminated for cause by State if Congress, the Legislature or Executive Branch fails to appropriate funds, terminates funding or does not grant expenditure authority. Funding termination is not a default by State nor does it give rise to a claim against State.
- I. **NONASSIGNMENT/SUBCONTRACTING:** Consultant shall not assign this contract, or any portion thereof, without the prior written consent of State. Consultant's assignment or attempted assignment of this contract, or any portion thereof, without State's prior written consent constitutes a material breach of contract. The Consultant may not use subcontractors to perform the services described herein without the express prior written consent of State. Consultant will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this Agreement, to indemnify the State, and to provide insurance coverage in a manner consistent with this Agreement. Consultant will cause its subcontractors, agents, and employees to comply with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance.

- J. **FEDERAL AND STATE LAWS:** Consultant agrees that it will comply with all federal and state laws, rules and regulations as they may apply to the provision of services pursuant to this contract, including the Americans with Disabilities Act (ADA) of 1990, 42 U.S.C. §§ 12101-12213, and any amendment thereto, Section 306 of the Clean Air Act, and Section 508 of the Clean Water Act. Both parties further agree to provide services covered by this contract without regard to race, color, national origin, sex, age or disability as prohibited by state or federal law.
- K. **OWNERSHIP:** All reports, recommendations, documents, drawings, plans, specifications, technical data and information, copyrights, patents, licenses, or other products produced as a result of the services rendered under this contract, excluding medical records kept in the normal course of Consultant's business, will become the sole property of State. State hereby grants Consultant the unrestricted right to retain copies of and use these materials and the information contained therein in the normal course of Consultant's business for any lawful purpose. Either the originals, or reproducible copies satisfactory to State, of all technical data, evaluations, reports and other work product of Consultant shall be delivered to State upon completion or termination of services under this contract.
- L. **REPORTING OF PERSONAL INJURIES AND/OR PROPERTY DAMAGE:** Consultant agrees to report promptly to State any event encountered in the course of performance of this contract which results in injury to the person or property of third parties, or which may otherwise subject Consultant or State to liability. Reporting to State under this section does not satisfy Consultant's obligation to report any event to law enforcement or other entities as required by law.
- M. **SEVERABILITY:** In the event that any term or provision of this contract shall violate any applicable law, such provision does not invalidate any other provision hereof.
- N. **AUDIT REQUIREMENTS:**  
(EXPENDING \$750,000 OR MORE)  
A nonprofit subrecipient, (as well as profit hospitals) (Consultant), expending \$750,000 or more in one year in Federal awards, must have an annual audit made in accordance with 2 CFR Chapter I, Chapter II, Part 200, et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- All audits must be conducted by an auditor approved by the Auditor General to perform the audit. Approval may be obtained by forwarding a copy of the audit engagement letter to the Department of Legislative Audit, 427 South Chapelle, c/o 500 East Capitol, Pierre, SD 57501-5070. On continuing engagements, the Auditor General's approval should be obtained annually. The auditor must follow the Auditor General's guidelines when conducting the audit. The draft audit report must be submitted to the Auditor General for approval prior to issuing the final report. The auditor must file the requested copies of the final audit report with the Auditor General. Audits shall be completed and filed with granting agencies by the end of the ninth month following the end of the fiscal year being audited or 30 days after receipt of the auditor's report, whichever is earlier. If it appears that a required audit cannot be completed by the end of the ninth month following your fiscal year, you must request an extension from the federal agency for which the majority of federal expenditures relates.
- Failure to complete audit(s) as required will result in the disallowance of audit costs as direct or indirect charges to programs. Additionally, a percentage of awards may be withheld, overhead costs may be disallowed, and/or awards may be suspended, until the audit is completed satisfactorily.
- O. **FORCE MAJEURE:** Neither Consultant nor State shall be liable to the other for any delay in, or failure of performance of, any covenant or promise contained in this contract, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by "force majeure". As used in this contract, "force majeure" means acts of God, acts of the public enemy, acts of the State and any governmental entity in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes or other labor disputes, freight embargoes, or unusually severe weather.
- P. **CONTRACT ORIGINAL AND COPIES:** An original of this contract will be retained by the State Auditor's Office. A photocopy will be on file with the South Dakota Department of Health and a second original will be sent to Consultant.
- Q. **RECORD RETENTION/EXAMINATION:** Consultant agrees to maintain all records that are pertinent to this contract and retain them for a period of three years following final payment against the contract. State agrees to assume responsibility for these items after that time period. These records shall be subject at all reasonable times for inspection, review or audit by State, other personnel duly authorized by State, and federal officials so authorized by law.
- R. **LICENSING AND COMPLIANCE:** The Consultant agrees to comply in full with all licensing and other standards required by Federal, State, County, City or Tribal statute, regulation or ordinance in which the service and/or care is provided for the duration of this agreement. The Consultant will maintain effective internal controls in managing the federal award. Liability resulting from noncompliance with licensing and other standards required by Federal, State, County, City or Tribal statute, regulation or ordinance or through the Consultant's failure to ensure the safety of all individuals served is assumed entirely by the Consultant.
- S. **CONFIDENTIALITY OF INFORMATION:** For the purpose of the sub-paragraph, "State Proprietary Information" shall include all information disclosed to the Consultant by the State. Consultant acknowledges that it shall have a duty to not disclose any State Proprietary Information to any third person for any reason without the express written permission of a State officer or employee with authority to authorize the disclosure. Consultant shall not: (i) disclose any State Proprietary Information to any third person unless otherwise specifically allowed under this contract; (ii) make any use of State Proprietary Information except to exercise rights and perform obligations under this contract; (iii) make State Proprietary Information available to any of its employees, officers, agents or consultants except those who have agreed to obligations of confidentiality at least as strict as

those set out in this contract and who have a need to know such information. Consultant is held to the same standard of care in guarding State Proprietary Information as it applies to its own confidential or proprietary information and materials of a similar nature, and no less than holding State Proprietary Information in the strictest confidence. Consultant shall protect confidentiality of the State's information from the time of receipt to the time that such information is either returned to the State or destroyed to the extent that it cannot be recalled or reproduced. State Proprietary Information shall not include information that (i) was in the public domain at the time it was disclosed to Consultant; (ii) was known to Consultant without restriction at the time of disclosure from the State; (iii) that is disclosed with the prior written approval of State's officers or employees having authority to disclose such information; (iv) was independently developed by Consultant without the benefit or influence of the State's information; (v) becomes known to Consultant without restriction from a source not connected to the State of South Dakota. State's Proprietary Information shall include names, social security numbers, employer numbers, addresses and all other data about applicants, employers or other clients to whom the State provides services of any kind. Consultant understands that this information is confidential and protected under applicable State law at SDCL 1-27-1.5, modified by SDCL 1-27-1.6, SDCL 28-1-29, SDCL 28-1-32, and SDCL 28-1-68 as applicable federal regulation and agrees to immediately notify the State if the information is disclosure, either intentionally or inadvertently. The parties mutually agree that neither of them shall disclose the contents of the contract except as required by applicable law or as necessary to carry out the terms of the contract or to enforce that party's rights under this contract. Consultant acknowledges that the State and its agencies are public entities and thus are bound by South Dakota open meetings and open records laws. It is therefore not a breach of this contract for the State to take any action that the State reasonably believes is necessary to comply with the South Dakota open records or open meetings laws. If work assignments performed in the course of this Agreement require additional security requirements or clearance, the Consultant will be required to undergo investigation.

- T. **CONFLICT OF INTEREST:** Provider agrees to establish safeguards to prohibit employees or other persons from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain as contemplated by SDCL 5-18A-17 through 5-18A-17.6. Any potential conflict of interest must be disclosed in writing. In the event of a conflict of interest, the Provider expressly agrees to be bound by the conflict resolution process set forth in SDCL 5-18A-17 through 5-18A-17.6.
- U. **RECYCLING.** State strongly encourages Consultant to establish a recycling program to help preserve our natural resources and reduce the need for additional landfill space.

The parties signify their agreement by signing below.

|   |      |                     |      |
|---|------|---------------------|------|
| Lynne Valenti, Deputy Secretary<br>Division of Healthcare Access & Quality<br>and Health Protection<br>Department of Health | Date | Recipient Signature | Date |
| Print or Type Recipient Name  |      |                     |      |

|  |      |
|--|------|
| Darcy McGuigan<br>Administrator, Division of Finance<br>Department of Health | Date |
|--|------|

State Contact Person:     Kaitlin Thomas     Phone: 605-773-3361

Recipient Contact Person:     Gail Boddicker     Phone: 605-255-4291

**The following shall be completed by the Recipient:**

Nonprofit  Profit   
 Recipient fiscal year beginning \_\_\_\_\_ and ending \_\_\_\_\_

**The following shall be completed by the State:**

MSA Account code 5 2 0 6 5 7 0 \_\_\_\_\_

|                        |                   |                   |
|------------------------|-------------------|-------------------|
| Fund Source Name:      | Fund Source Name: | Fund Source Name: |
| CFDA No:               | CFDA No:          | CFDA No:          |
| Program: 3049-0903001- | Program: 0901001- | Program: 0901001- |
| CO: 2018-Federal       | CO: 2018-Federal  | CO: 2018-Federal  |
| 3049-Other \$1,184.00  | 3047-Other        | 3047-Other        |
| 1000-General           | 1000-General      | 1000-General      |

SDCL 1-24A-1 states that a copy of all consulting contracts shall be filed by the agency with the State Auditor within five days after such contract is entered into and finally approved by the contracting parties. For further information about consulting contracts, see the State Auditor's policy handbook.

# SOUTH DAKOTA MUNICIPAL LEAGUE

*The purpose of this workshop is to provide a basic crash course on local government.*

## 2021 Elected Officials Workshop

Wednesday, July 14, 2021

Ramkota Hotel & Conference Center • Pierre, SD

• THIS WORKSHOP IS OPEN TO ALL ELECTED OFFICIALS •

### Agenda

|            |  |            |   |
|------------|--|------------|---|
| 9:00 a.m.  | <b>Registration</b>  | 11:00 a.m. | <b>Bids and Contracts</b><br><i>Rod Fortin, Director of Local Government Assistance, SD Dept of Legislative Audit</i>                         |
| 9:30 a.m.  | <b>Welcome and Introduction to the League</b> <i>Lori Martinec, Director of Research &amp; Training, South Dakota Municipal League</i> | 11:45 a.m. | <b>Lunch</b> (provided)   |
| 9:35 a.m.  | <b>SDPAA - Protecting Public Entities Since 1987</b> - <i>Lynn Bren, Director of Member Services, SD Public Assurance Alliance</i>     | 12:30 p.m. | <b>Financial and Compliance Matters</b><br><i>Rod Fortin, Director of Local Government Assistance, SD Dept of Legislative Audit</i>           |
| 10:00 a.m. | <b>Meet the SDML Work Comp Fund</b> - <i>Brad Wilson, CIC, AIC, SDWCS, Administrator, SDML Work Comp Fund</i>                          | 2:00 p.m.  | <b>Open Meetings and Executive Sessions - Do's and Dont's</b> <i>Steven Blair, Assistant Attorney General, Office of the Attorney General</i> |
| 10:30 a.m. | <b>Municipal Officials and Employees</b> <i>Laurie Gronlund, Human Resources Director, City of Pierre</i>                              | 3:00 p.m.  | <b>Conflict of Interest for Municipal Officials</b> <i>Steven Blair, Assistant Attorney General, Office of the Attorney General</i>           |
|            |  | 3:30 p.m.  | <b>Adjourn</b>  |

### Registration Form

Municipality: \_\_\_\_\_ Form of Government \_\_\_\_\_

*Please Print Name and Title as you would like it to appear on the nametag.*

| Name  | Title | Email |
|-------|-------|-------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

Number Attending \_\_\_\_\_ @ \$50.00/person = \$ \_\_\_\_\_  
*\$50.00 per person includes workshop material, the SDML Handbook for Municipal Officials (\$60 value) and lunch.*

**Please return the form and payment by July 1, 2021\*** to: South Dakota Municipal League  
\*No refunds will be given after July 1, 2021. 208 Island Drive  
Make checks payable to SDML. Ft. Pierre, SD 57532  
Sorry no credit cards accepted.

**SDML Office Use Only:** Date: \_\_\_\_\_ Check #: \_\_\_\_\_ Amount: \_\_\_\_\_

**Gail Boddicker**

---

**From:** Steven Esser <[sesser@custercountysd.com](mailto:sesser@custercountysd.com)>  
**Sent:** Tuesday, July 6, 2021 1:25 PM  
**To:** Gail Boddicker  
**Subject:** FW: Hermosa Town Meeting  
**Attachments:** 43-48A-51.pdf

Gail,  
 Attached is the State Codified law that references sheltering and liability as well as Tracy Kelley's input. Susan Anderson the Commissioners legal counsel also looked at the Codified law for me and thought it would definitely be applicable to your situation. Let me know if anyone has any other questions. Thanks  
 Steve

**From:** Tracy L. Kelley <[tkelley@custercountysd.com](mailto:tkelley@custercountysd.com)>  
**Sent:** Tuesday, June 29, 2021 10:01 AM  
**To:** Steven Esser <[sesser@custercountysd.com](mailto:sesser@custercountysd.com)>; Susan Anderson <[sanderson@custercountysd.com](mailto:sanderson@custercountysd.com)>  
**Subject:** RE: Hermosa Town Meeting

Steve:

That question is probably more appropriate for their insurance carrier; however, I would not be overly concerned about a liability issue if they are just being used and identified as an emergency shelter for people to voluntarily use. We are not mandating use of the facilities and if the county is mandating then the liability would more appropriately flow to the county in such circumstances. This is my initial gut response.

Tracy

**From:** Steven Esser <[sesser@custercountysd.com](mailto:sesser@custercountysd.com)>  
**Sent:** Tuesday, June 29, 2021 7:54 AM  
**To:** Tracy L. Kelley <[tkelley@custercountysd.com](mailto:tkelley@custercountysd.com)>; Susan Anderson <[sanderson@custercountysd.com](mailto:sanderson@custercountysd.com)>  
**Subject:** Hermosa Town Meeting

Good morning,  
 I attended a town meeting in Hermosa yesterday evening to try and answer some of the questions that the residents and board had about emergency management and sheltering. Their plan for sheltering during a weather event is to use the town hall, the two churches in town, and the school. One of the questions that came up was liability. Could you tell me if there is any type of exemption from liability for a facility that is officially used as a shelter? The churches were the organizations that seemed to have the most concern over this issue.

Hermosa is also the only town on the east side of the county that has not adopted Ordinance 20 for fire restrictions so I explained the ordinance to the group. I had members of the Battle Creek Fire District as well as Travis Hartshorn who is a member of Fairburn Fire District and a school board member there to help support the adoption of the ordinance. The board plans to look into it at the next official meeting.

If you could give me your thoughts on the liability issue I would appreciate it.

Thanks  
Steve

Steve Esser  
Emergency Management Director  
Custer County Emergency Services  
420 Mt. Rushmore Rd.  
Custer, Sd 57730  
Phone: 605.673.8152



**CUSTER COUNTY**

The information contained in this message is confidential, protected from disclosure and may be legally privileged. If the reader of this message is not the intended recipient or an employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any disclosure, distribution, copying, or any action taken or action omitted in reliance on it, is strictly prohibited and may be unlawful. If you have received this communication in error, please notify us immediately by replying to this message and destroy the material in its entirety, whether in electronic or hard copy format. Thank you.

**34-48A-51. Civil defense shelters on private property--Immunity from liability.**

Any person owning or controlling real estate or other premises who voluntarily and without compensation grants a license or privilege, or otherwise permits the designation or use of the whole or any part or parts of such real estate or premises for the purpose of sheltering persons during an actual, impending, mock, or practice attack or other disaster or emergency as defined within this chapter shall, together with his successors in interest, if any, not be civilly liable for negligently causing the death of, or injury to, any person on or about such real estate or premises for loss of, or damage to, the property of such person.

**Source:** SL 1953, ch 288, § 6; SDC Supp 1960, § 41.01C09 (5); SL 1992, ch 236, § 26; SDCL § 33-15-41.



July 1, 2021

Gail Boddicker, Finance Officer  
City of Hermosa  
PO Box 298  
Hermosa, SD 57744

Re: May 6, 2021 – Loss Control Survey

Dear Gail,

It was a pleasure meeting with you to review the loss control program for the city of Hermosa. I certainly appreciated your cooperation in providing important and necessary information to complete my survey.

No recommendations were made at the time of this survey. However, please note, this Loss Control Survey is not intended, and Safety Benefits, Inc. is not expected, to identify every possible hazardous situation, risk deficiency, code violation, potential area of liability, or violation of safe practices. The purpose of this survey is to identify general areas where improvements can be made. For this reason, no party should rely on this survey as being a comprehensive identifier of each and every potential liability situation.

Loss control surveys affect neither the member's responsibilities nor the scope of the coverage provided by the pool, which is determined solely by the provisions of the coverage documents and the I.G.C.

This survey does not guarantee, assure, or warrant in any way that the city of Hermosa is in compliance with any federal, state or local laws, statutes or regulations, or that compliance with the recommendations of this report will eliminate any or all hazards or prevent or eliminate accidents.

We would like to thank you and your fellow employees on your commitment to make the city of Hermosa a safe and efficient place to work.

If you have any questions or need more information regarding the loss control program, please call me at (888) 313-0839. I look forward to working with you and other employees on your loss control efforts. Thank you again for your time and for allowing me to be of assistance.

Sincerely,

Matt Petersen, Loss Control Representative  
South Dakota Public Assurance Alliance  
SDML Workers' Compensation Fund

**HERMOSA PLANNING & ZONING BOARD**  
**REGULAR MEETING**  
**June 22, 2021 @ 6:00pm**



11A

ROLL CALL: Harris called the meeting to order at 6:00pm with the following members present; Kespert, Clarke, Waltman and Thomason; Liaison Schumack; Trustee Holsworth, Engineer Claycomb, Dybvig and 2 citizens present. Pledge of Allegiance led by Harris.

CALL FOR CHANGES: Request by Harris to add Oath of Office for Brett Thomason to 5a) Motion was made and seconded to amend agenda with requested change; vote; all aye; motion carried.

CONSENT CALENDAR:

June 8, 2021, P&Z minutes as presented; Motion was made, seconded to approve; Vote; all aye; motion carried.

OLD BUSINESS:

Discussion on Custer Co; Ordinance No. 20 and changes to Fireworks (131.01) and why BOT at June 1, 2021 meeting decided to take no action on this issue and remove it from the agenda. It was the Hermosa Fire Department that requested the need to adopt Custer County No. 20. P&Z Board discussed the need for defined regulations on fires and the ability to be able to enforce the rules. Decision is to send back to BOT July 6, 2021, meeting for approval. Motion by made, seconded; vote; all aye; motion carried.

NEW BUSINESS:

OATH OF OFFICE: Oath of office taken by Brett Thomason.

Permit 2021-06; Digging/Water/ Wastewater; Southern Hills RV Park; Request to tap into Hermosa existing water/sewer lines that go through Wiles Real Estate easement. It is not the town's responsibility to provide maintenance for these lines. Southern Hills RV has their own easement to accommodate water/sewer extension. They will be responsible for all maintenance on their easement. Part of the project is in the floodplain area. No structure is being constructed, only water/sewer lines. Property surface elevations will remain the same, not to impact the floodplain and BFE. Motion made and seconded to approve permit 2021-06. It is the Southern Hills RV Park's responsibility to provide maintenance to lines crossing Wiles property Motion includes all stipulations required by Bengs staff report. vote; all aye; motion carried.

Permit 2021-20; 237 Folsom St. Informational Permit- Maintenance only. Remove and replace existing concrete foundation (NE corner) No action.

Permit 2021-21; 13 2<sup>nd</sup> St. Permanent Signs (2) Board requested that Tom Gable provide in writing that the Coffee House has permission to place a permanent sign under his. Discussion included that the Coffee House does not need a permit for the sign being installed on the building. Board agreed to approve permit with stipulation that Baker provide a letter from Gable that she does have permission. Board requested that a refund of \$50 is due back for the sign on her building. Motion was made, seconded to approve; vote; all aye; motion carried.

Permit 2021-18; Lone Coyote Subdivision; Subdivision Plat Application; Discussion on Preliminary Plat for Lone Coyote Subdivision. \*\* Easement information provided by ACES is not part of Permit 2021-18. Harris verified that the Re-plat and easements are a separate issue. Question on if any digging/grading permits have been submitted. There has been no permit submitted at this time. Harris stated that at the last BOT meeting, Preston was requested to submit updated Plat information with Custer County lots only and submit for approval at the June 22 P&Z meeting. Bengs staff report indicated a request to resubmit the package with correct information. Holsworth requested input from ACES. ACES agreed it was missing information and the signature blocks were incorrect for Custer County. Questions on whether Custer County needs to review Plat for Coyote Subdivision before approval from Hermosa P&Z. Harris stated that we only make recommendations and suggested that Renner Assoc. present updated and correct Subdivision Plat information at next Custer County board meeting. Subdivision plat will be on the Custer County agenda for July 6<sup>th</sup> meeting. Harris requested that the Hermosa BOT meeting be change from July 6 to a later date. Hermosa BOT can review Custer County's comments on Plat. Staff report provided by Bengs and input from ACES agree that Lone Coyote Subdivision would require two separate plats. Whether annexed or not, it would require Pennington county's signature and Custer County signatures. Thomason suggested that if Custer County approves the Plat, that we also approve. Motion made, seconded; vote; all aye: motion carried.

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

\*\*ACES presented Draft for Review, Exhibits A-C for the purpose of showing public utility easements that will be platted off as parcels so area can be annexed into the town of Hermosa. Aces did present annexation forms that our town can adopt for this unique situation for voluntary annexation of a specific strip of land. Once submitted, planning can make recommendations and the town can draft a resolution and take to city council.

Permit 2021-16-Variance Permit- Discussion included to rescind variance permit which would require a public hearing. Dollar General requesting to have fewer parking spots than the Hermosa ordinance requires. Claycomb who provided the Floodplain Administrator Staff Report indicated that other towns have reduced the parking requirements and have not had any issues with parking. Claycomb stated that Dollar General has provided a complete and detailed site plan. Board would like to have Wiles Real Estate co-sign permits as current owner of the property. Motion to amend parking requirements to their specifications once permits are submitted and co-signed by Wiles. Motion made, seconded; vote; all aye: motion carried.

REVIEW BOT MINUTES:

ORDINANCE REVIEW & WORK ITEMS:

Zoning Ordinance for ADU's – Harris working on updating a few reference numbers that are incorrect and a clear definition of a home on skids. P&Z board disagrees with excessive rules requested by the BOT. Pending.

Permit Processes, Harris working on brochure form for permit processes; Pending

TRUSTEE INPUT: Board would like to welcome Brett Thomason as new P&Z trustee. We are lucky to have him, and he will be a great asset to our community. Holsworth would like to invite everyone to the Emergency Management Meeting on Monday, June 28<sup>th</sup> at 6:00pm, Lower-Level Town Hall. BOT would also like to revisit getting some signage off of Hwy 79 for the business' in Hermosa. Plans to talk to Conrad's sign regarding design and quotes.

CITIZEN INPUT:

ADJOURN: Motion by Harris second by Waltman to adjourn the meeting at 7:20pm.

\_\_\_\_\_  
Joan Harris, Planning & Zoning Board Vice President

\_\_\_\_\_  
Jill Dybvig, Administrative Assistant

Hours of Operation:  
Monday – Friday 8:00—5:00

HERMOSA PLANNING & ZONING BOARD  
SPECIAL MEETING  
June 29, 2021 @ 6:00pm



11A

ROLL CALL: Harris called the meeting to order at 6:00pm with the following members present; Kespert, Clarke, Waltman and Thomason; Liaison Holsworth, Engineer Claycomb, Dybvig and 6 citizens present. Pledge of Allegiance led by Harris.

CALL FOR CHANGES: Motion was made and seconded to accept as presented; vote; all aye; motion carried.

CONSENT CALENDAR:

OLD BUSINESS:

NEW BUSINESS:

Permit 2021-18-Lone Coyote Subdivision Preliminary Plat Application; Waltman had questions regarding Bengs staff report and an issue with a discrepancy of the Phase 1 number of lots between plat and Sewer Report. Ian from Renner Assoc. confirmed that they have addressed all of Bengs comments. The drainage, sanitation report and revised plans will be submitted to Leah from ACES by Friday, July 2<sup>nd</sup>. Renner Assoc. will apply for right to work permit to work in right of way. Preliminary Plat is submitted to Custer County and will be on their July 6<sup>th</sup> agenda. Harris indicated that the board only makes recommendations, and the BOT meeting rescheduled from July 6<sup>th</sup> to July 8<sup>th</sup> will give the BOT time to review comments from Custer County regarding Plat, along with P&Z motion of recommendation. Discussion regarding annexation included Renner Assoc. need to submit Plat information to Pennington County for the lots that are in that county. Concern from Renner Assoc. that Pennington County review schedule is booked until October. ACES confirmed that we can get started and annex in sections. Harris requested a timeline for annexation of Coyote Subdivision lots and the 3 connecting plats. (Exhibits A-C) ACES will have the 3 connecting plats available to present at July 6<sup>th</sup> Custer County meeting. Motion to approve 2021-18; Preliminary plat application, provided they follow all the engineer's recommendations. Seconded; Vote; all aye; motion carried. Preston questioned when he can start moving dirt. Holsworth urged that he submit a Digging/Grading permit by Thursday July 8<sup>th</sup>. For July 13<sup>th</sup> P&Z meeting for approval.

Permit 2021-16-Dollar General; Harris verified that this special meeting is for discussion only and not for permit approval. Representatives from Dollar General, attended meeting to ask and answer questions. ACES voiced concerns regarding 15 ft permanent utility easement on the north side. Alan Betchan indicated that the 66 feet to the south could be a dedicated utility easement. ACES had concerns that it would increase the expense for the town and double the length of the utilities. Recommendations for Dollar General is to shift the building more to the south leaving the north 15-foot utility easement clear. ACES recommended that the easement to the south could be 50 ft. Board agreed to waive required parking spaces from 73 to 30. Betchan agreed to submit new plat with building moved south 8-10 feet. South side would be a dedicated public right of way. Plans to have updated plat on the July 13<sup>th</sup> P&Z agenda for approval.

REVIEW BOT MINUTES:

ORDINANCE REVIEW & WORK ITEMS:

Zoning Ordinance for ADU's – Harris working on updating a few reference numbers that are incorrect and a clear definition of a home on skids. P&Z board disagrees with excessive rules requested by the BOT. Pending.

Permit Processes, Harris working on brochure form for permit processes; Pending

TRUSTEE INPUT: Holsworth thanked Claycomb for his detailed staff report and Leah from ACES for all her comments on the project. Thank you also to Alan and Mike from Dollar General.

CITIZEN INPUT:

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

ADJOURN: Motion made, seconded to adjourn the meeting at 6:55pm

\_\_\_\_\_  
Joan Harris, Planning & Zoning Board Vice President

\_\_\_\_\_  
Jill Dybvig, Administrative Assistant

Hours of Operation:  
Monday - Friday 8:00—5:00

11B

# Town of Hermosa

PO Box 298 • 230 Main Street • Hermosa, SD 57744  
Phone (605) 255-4291 • Fax (605) 255-4094  
Email: town@hermosasd.com

## DIGGING/GRADING PERMIT

DATE 8 June 2021

PERMIT # 2021-06

|                 |            |                     |                               |
|-----------------|------------|---------------------|-------------------------------|
| Receipt # _____ | Cash _____ | Check # <u>1225</u> | Amount <u>35<sup>00</sup></u> |
|-----------------|------------|---------------------|-------------------------------|

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

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

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

Will grading operation be located in the floodplain? \_\_\_\_\_ Yes X No

If yes, have ordinance requirements been met? \_\_\_\_\_ Yes \_\_\_\_\_ No

Will drainage patterns be altered? \_\_\_\_\_ Yes X No

Will grading operation take place in a geologically hazardous area? \_\_\_\_\_ Yes X No

If yes, have proper precautions been taken? \_\_\_\_\_ Yes \_\_\_\_\_ No

Quantity of Grading or Excavation: 200 Cubic Yards Area to be disturbed by proposed work: 0.07 acres

Identify types of erosion control to be applied: grass barrier

Source/Destination of materials: on site

Provide traffic control per Manual on Uniform Traffic Control Devices.

Hard route: N/A

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

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

Stormwater permit application attached? \_\_\_\_\_ Yes \_\_\_\_\_ No X N/A

This permit will expire one year from date of issuance.

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

Name Jerald E Styles - Southern Hills RV Park & Campground

Lot Address 24549 Highway 79 Hermosa SD 57744

Mailing Address P.O. Box 300 Hermosa SD 57744

Email KStyles907@MSD.CO.ND

Legal Description see attachment

Telephone # 605-390-3732 Cellphone # 605-390-1257

Relationship to Property: \_\_\_\_\_ Owner \_\_\_\_\_ Contractor \_\_\_\_\_ Owners Representative ON easement

I certify that I have read and understand and agree to all terms and conditions set forth herein this entire document. I specifically understand that by signing this document I am agreeing to be jointly and severally responsible, personally, and for any and all work done under this permit.

Signature Jerald E Styles

Date 8 June 2021

Parcel # 062135 OFFICE USE ONLY

|   |  |
|---|--|
| <p>PLANNING AND ZONING COMMISSION</p> <p><input type="checkbox"/> Approved <input type="checkbox"/> Denied</p> <p>NAME: _____</p> <p>TITLE: _____</p> <p>SIGNATURE: _____</p> <p>DATE: _____</p> <p>APPLICATION FEE: \$35.00 DATE PAID: _____</p> | <p>HERMOSA BOARD OF TRUSTEES</p> <p><input type="checkbox"/> Approved <input type="checkbox"/> Denied</p> <p>NAME: _____</p> <p>TITLE: _____</p> <p>SIGNATURE: _____</p> <p>DATE: _____</p> <p>DATE PERMIT ISSUED: _____</p> |
|---|--|



# Town of Hermosa

PO Box 298 • 234 Main Street • Hermosa, SD 57744  
 Phone (605) 255-4291 • Fax (605) 255-4094  
 Email: town@hermosasd.com; www.hermosasd.com.

## MUNICIPAL WASTE WATER CONNECTION APPLICATION

DATE 2-5-21

PERMIT # 2021-06

|                |            |                    |                     |
|----------------|------------|--------------------|---------------------|
| Receipt# _____ | Cash _____ | Check# <u>1225</u> | Amount <u>50.00</u> |
|----------------|------------|--------------------|---------------------|

Property Owner Southern Slicks RV Park Campground

Daytime Phone 605-390-3732 Evening Phone 605-390-3732

Mailing Address P.O. Box 300 Hermosa SD 57744

Email kstyles909@msa.com

Connection Address 24549 Hwy 79 Hermosa 57744

Legal Description North end of Hermosa City water/sewer west Hwy 79

Contractor to be determined

Size of Tap 4 4 inch Commercial yes Residential \_\_\_\_\_

Size and type of pipe and other supplies 4 in sewer lined

~~Plan of construction showing location of property~~ See Drawings  
 If crossing roadway, will the connection be bored N/A 6-8-21

Parcel # 004135 OFFICE USE ONLY

Plumbing must be inspected by either the authorized agent of the Town of Hermosa or the South Dakota State Plumber Inspector before any backfilling can be done. A 48-hour notice must be given for this inspection.

APPLICATION MUST BE APPROVED BY THE HERMOSA PLANNING AND ZONING COMMITTEE AND THE BOARD OF TRUSTEES PRIOR TO TAP BEING MADE.

By signing below, I acknowledge that I have read and understand all requirements for obtaining water service in the Town of Hermosa.

[Signature]  
 Signature of Applicant

2-5-21  
 Date

PLANNING AND ZONING COMMISSION  
 Approved  Denied

NAME: \_\_\_\_\_  
 TITLE: \_\_\_\_\_  
 SIGNATURE: \_\_\_\_\_  
 DATE: \_\_\_\_\_  
 APPLICATION FEE \$50.00 BALANCE DUE: \_\_\_\_\_

HERMOSA BOARD OF TRUSTEES  
 Approved  Denied

NAME: \_\_\_\_\_  
 TITLE: \_\_\_\_\_  
 SIGNATURE: \_\_\_\_\_  
 DATE: \_\_\_\_\_  
 DATE PERMIT ISSUED: \_\_\_\_\_

\*In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, age, disability, religion, sex, and familial status. (Not all prohibited bases apply to all programs.) If you believe you have been discriminated against, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9610 or call (800) 795-3372 (voice) or (202) 720-6397 (TDD).

011004

004136

LOOK AREA



011070

004135

WALTER ST

015191

015170 015177 015176 015175 015174 015173 015172 015171 015170

015192

MARIE ST

02 015103 015104 015105 015106 015107 015108 015109 015100 015101

015193

(79)



February 19, 2021  
Revised: March 18, 2021  
Revised: June 10, 2021

Town of Hermosa  
230 Main Street  
Hermosa, SD 57744

RE: Staff Report (Revised) – Southern Hills Park & Campground, Permit 2021-06 Review  
IE No.: L21-03-097.05

Planning & Zoning,

This staff report has been re-written as much of the information in the original staff report is no longer applicable based on conversations with the applicant and the Town.

Conditions:

The site is located on the northwest corner of the town behind the Lazy R Restaurant, west of Hwy 79.

The applicant has submitted the following:

Digging/Grading Permit  
Municipal Water Connection Application  
Municipal Wastewater Connection Application  
Printout from Beacon

The applicant is proposing to install a 2-inch water service and a 4-inch sewer service from the existing town utilities west of HWY 79 west, across the Wiles property, to the Southern Hills Campground. These water and sewer utilities are planned to serve a future expansion of the campground which will be permitted separately.

**This permit is for off-site water and sewer services only. The vault and meter are not part of this permit application.**

The recorded easement across the Wiles property is attached. It, in my opinion, it allows installation of these utilities across the Wiles property to service the campground.

Improvement Discussion:

Off-site Improvements:

Sewer:

The applicant is proposing to connect to the existing town sewer at north end of the Lazy R restaurant site and install a 4-inch sewer service line west to the campground and terminate at a clean-out located on the campground property.

Professionals you need, people you trust.

P.O. Box 226 • 123 East Jackson Blvd., Ste. 1 • Spearfish, SD 57783-0226 • P: 605-642-4772 • F: 605-642-4773 • [www.interstateeng.com](http://www.interstateeng.com)

Offices in: North Dakota • Montana • Minnesota • South Dakota



Water:

The applicant is proposing to connect to the Town water main near the fire hydrant in front of Lazy R near the north town limit and run a 2-inch water service west to the campground and terminate at a concrete vault.

**This vault and meter are not part of this permit application.**

Both the water and sewer service would be considered service lines due to their size.

It is the responsibility of the applicant and/or his engineer to adequately size the sewer service to provide adequate capacity for the proposed expansion.

There is an extension planned of the sewer line to the north. Vertical separation requirements MUST be met at the water/sewer crossing, or appropriate encasement provided.

The approval should clearly state who is responsible for the water and sewer service lines. As I read the town ordinance 50.27(B) (water) and 51.11(B) (sewer) attached, the town is responsible for service lines from the main to the property line. My concern is who has maintenance responsibilities of the service lines thru the Wiles property?

General Discussion:

This will no longer be bid as a part of the Southern Black Hills Water (SBHW) project. Jerry will hire a contractor to complete the work. The Town should be notified once the contractor is hired so the information can be included on the application.

Flood Plain:

Based on the flood map overlay, it does not appear that the water and sewer taps are within the 100-year flood plain, however, the floodplain was not shown on the construction plans.

As such, any design should be compliant with FEMA and Town ordinance and requirements and surface elevations should remain the same post construction as preconstruction so as not to impact the floodplain and BFE.

Zoning:

Zoning is CO- Commercial.

Setbacks:

NA

Access:

No change – existing access from Hwy 79

Plan Comments:

See attached plan sheets with comments.

Professionals you need, people you trust.



February 19, 2021  
Revised: March 18, 2021  
Revised: June 9, 2021

Town of Hermosa  
230 Main Street  
Hermosa, SD 57744

RE: Staff Report (Revised) – Southern Hills Park & Campground, Permit 2021-06 Review  
IE No.: L21-03-097.05

**Planning & Zoning,**

This staff report has been re-written as much of the information in the original staff report is no longer applicable based on conversations with the applicant and the Town.

**Conditions:**

The site is located on the northwest corner of the town behind the Lazy R Restaurant, west of Hwy 79.

The applicant has submitted the following:

- Digging/Grading Permit
- Municipal Water Connection Application
- Municipal Wastewater Connection Application
- Printout from Beacon

The applicant is proposing to install a 2-inch water service and a 4-inch sewer service from the existing town utilities west of HWY 79 west, across the Wiles property, to the Southern Hills Campground. These water and sewer utilities are planned to serve a future expansion of the campground which will be permitted separately.

**This permit is for off-site water and sewer services only. The vault and meter are not part of this permit application.**

The recorded easement across the Wiles property is attached. It, in my opinion, it allows installation of these utilities across the Wiles property to service the campground.

**Improvement Discussion:**

**Off-site Improvements:**

**Sewer:**

The applicant is proposing to connect to the existing town sewer at north end of the Lazy R restaurant site and install a 4-inch sewer service line west to the campground and terminate at a clean-out located on the campground property.

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Offices in: North Dakota • Montana • Minnesota • South Dakota



Water:

The applicant is proposing to connect to the Town water main near the fire hydrant in front of Lazy R near the north town limit and run a 2-inch water service west to the campground and terminate at a concrete vault.

**This vault and meter are not part of this permit application.**

Both the water and sewer service would be considered service lines due to their size.

It is the responsibility of the applicant and/or his engineer to adequately size the sewer service to provide adequate capacity for the proposed expansion.

There is an extension planned of the sewer line to the north. Vertical separation requirements MUST be met at the water/sewer crossing, or appropriate encasement provided.

The approval should clearly state who is responsible for the water and sewer service lines. As I read the town ordinance 50.27(B) (water) and 51.11(B) (sewer) attached, the town is responsible for service lines from the main to the property line. My concern is who has maintenance responsibilities of the service lines thru the Wiles property?

General Discussion:

It is my understanding that the Southern Black Hills Water (SBHW) project engineer will design and bid the installation of the water and sewer service line to the campground as part of a larger project that SBHW is currently designing.

Flood Plain:

Based on the flood map overlay, it does not appear that the water and sewer taps are within the 100-year flood plain, however, the floodplain was not shown on the construction plans.

As such, any design should be compliant with FEMA and Town ordinance and requirements and surface elevations should remain the same post construction as preconstruction so as not to impact the floodplain and BFE.

Zoning:

Zoning is CO- Commercial.

Setbacks:

NA

Access:

No change – existing access from Hwy 79

Plan Comments:

See attached plan sheets with comments.

**Professionals you need, people you trust.**



Recommendations permit 2021-06:

**Based on the application information, I recommend approval of the permit for the off-site improvements with the following stipulations:**

1. Permit approval should define maintenance responsibilities of the service lines across the Wiles property.
2. Applicant and/or his Engineer is responsible to adequately size the sewer service line for proposed expansion.
3. Relocate the curb stop to within the water main easement near the tap.
4. Meet vertical separation requirements at the crossing of the sewer or provide proper encasement.
5. Locate the tap before fire hydrant.
6. The 2-inch meter is the applicant's responsibility to provide and install. The meter must be a Badger meter compatible with the Town's meter reading system. Coordinate with Public Works.
7. Any portion of the water or sewer service lines that may be located in the 100-year floodplain will need to be designed and constructed to be compliant with FEMA and Town ordinance and requirements. Surface elevations should remain the same post construction as preconstruction so as not to impact the floodplain and BFE.
8. Appropriate drainage must be maintained on the site.
9. Contractors need to be identified once the project is bid by SBHW.
10. Contractors must be licensed in Hermosa and carry required insurance.
11. All construction must meet applicable code requirements as well as Town Ordinance requirements whether stated in this staff report or not.
12. All fees to be paid prior to issuing permit.
13. Applicable inspections must be performed by the Town of Hermosa.
14. Incorporate plan sheet comments.

Respectfully submitted,  
INTERSTATE ENGINEERING

A handwritten signature in black ink, appearing to read 'Ronald Bengs', with a stylized flourish at the end.

Ronald Bengs, P.E.  
Senior Project Engineer  
[Ron.Bengs@interstateeng.com](mailto:Ron.Bengs@interstateeng.com)

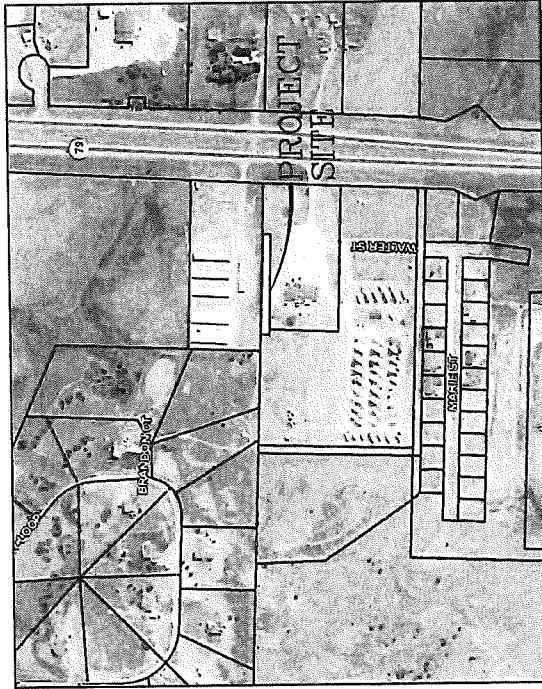
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Offices in: North Dakota • Montana • Minnesota • South Dakota

# 2" WATER SERVICE & 4" SEWER SERVICE IMPROVEMENTS

N1/2 OF THE NE1/4 OF THE NE1/4 OF THE SE1/4, E1/2 OF THE NE1/4 OF THE NW1/4 OF THE NE1/4 OF THE SE1/4, AND THE W1/2 OF THE NE1/4 OF THE NW1/4 OF THE NE1/4 OF THE SE1/4, SECTION 30, T2S, R8E, B.H.M., HERMOSA, CUSTER COUNTY, SOUTH DAKOTA

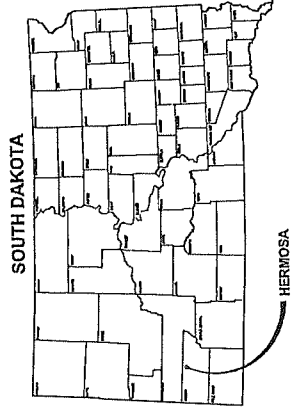


PROJECT LOCATION MAP NOT TO SCALE

REPRODUCTIONS TO BE USED ONLY FOR INFORMATIONAL PURPOSES. ALL CITY STANDARDS SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION 2007 EDITION WITH ALL CURRENT UPDATES, EXCEPT AS NOTED IN THESE PLANS AND IN THE BID DOCUMENTS.

**INDEX OF SHEETS**

| SHEET NO. | TITLE  |
|-----------|--|
| 1         | COVER SHEET  |
| 2         | 2" WATER SERVICE & 4" PVC SEWER SERVICE PLAN PROFILE |
| 3         | STANDARD DETAILS                                     |



ONE CALL BEFORE DIGGING 1-800-781-7474

|   |  |  |  |  |
|---|--|--|--|--|
| <b>COVER SHEET</b><br>SHEET 3012<br>OF 13 | <b>LEGAL DESCRIPTION</b><br>SECTION 30, T2S, R8E, B.H.M.,<br>HERMOSA, CUSTER COUNTY,<br>SOUTH DAKOTA |  |  | COLLEGE OF ENGINEERING<br>1440 CITY, SD 57011<br>(605) 791-4242<br>www.longbrancheng.com |
|---|--|--|--|--|







Doc #70728 Recording Fee \$30.00  
CUSTER COUNTY REGISTER OF DEEDS  
Recorded 12/13/2016 at 11:15 AM, Book 46 MISC 317  
Teri L. Morgan, Register of Deeds

Prepared by:  
Michael V. Wheeler  
DEMERSSEMAN JENSEN  
TELLINGHUISEN & HUFFMAN  
516 5th Street, P.O. Box 1820  
Rapid City SD 57709-1820  
(605) 342-2814

PERMANENT UTILITY EASEMENT

I. RECITALS:

WHEREAS, Wiles Real Estate, LLC, a South Dakota limited liability company, of 27 North 4<sup>th</sup> Street, Hermosa, South Dakota 57744, hereinafter "Grantor," is the record owner of certain real property referred to herein as the "servient parcel" and legally described as:

The North Half of the Northeast Quarter of the Northeast Quarter of the South East Quarter (N $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ ) and the East Half of the Northeast Quarter of the Northwest Quarter of the Northeast Quarter of the Southeast Quarter (E $\frac{1}{2}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ ), of Section Thirty (30), Township 2 South (T2S), Range 8 East (R8E), of the Black Hills Meridian, Town of Hermosa, Custer Country, South Dakota

*wiles*

WHEREAS, Graygun, LLC, a South Dakota limited liability company, of 27 North 4<sup>th</sup> Street, Hermosa, South Dakota 57744, hereinafter "Grantee," is the record owner of certain real property referred to herein as the Dominant Parcel and legally described as:

The Northwest Quarter of the Northwest Quarter of the Northeast Quarter of the Southeast Quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ ), the West Half of the Northeast Quarter of the Northwest Quarter of the Northeast Quarter of the Southeast Quarter (W $\frac{1}{2}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ ), and the South Half of the North Half of the Northeast Quarter of the Southeast Quarter (S $\frac{1}{2}$ N $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ ) of Section Thirty (30), Township 2 South (T2S), Range 8

*STILES*

East (R8E), of the Black Hills Meridian, Town of Hermosa, Custer County, South Dakota, less Hwy 79 right-of-way; and

Lot S1 and Lot S2 of Hermosa Hills Addition, located in the Southeast Quarter (SE¼) of Section Thirty (30), Township 2 South (T2S), Range 8 East (R8E) of the Black Hills Meridian, Town of Hermosa, Custer County, South Dakota, as shown on Plat filed in Book 12 of Plats, Page 620.

WHEREAS, the parties desire to establish a Utility Easement over and across the Servient parcel for the installation and providing of utility services to the Dominant parcel, the parties hereby agree to the establishment of said Utility Easement in accordance with the provisions, terms, and conditions stated herein.

II. GRANT OF EASEMENT:

For One Dollar (\$1) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Grantor, hereby grants and conveys a permanent utility easement to Grantee, for providing utility services to the described Dominant Parcel, subject to the conditions hereinafter set forth.

III. DESCRIPTION:

Said utility easement shall extend 15' from the northern boundary of the Servient Parcel, starting from and connecting to the existing municipal utilities, and running west to the Dominant Parcel as described above. This easement shall include the right to construct, operate, maintain, inspect and repair utilities, water and sewer, and telecommunication lines on, over, across and underneath the easement area as described, at the sole expense of the Grantee and/or the providers of such services, and to enter upon the real property above described for the limited purpose of repairing, maintaining or relocating the utilities and other services, and to restore the surface affected to the condition that existed prior to entry

and to indemnify and hold Grantor and its assigns harmless from all liability, claims or loss arising from such construction, use or maintenance, except as may be due to the negligent act of Grantor or its assigns.

IV. EXCLUSIVE EASEMENT:

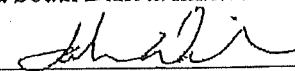
Said utility easement shall run with the land, and is exclusive to the real property described above as the Dominant Parcel, and shall not be extended or expanded to include providing any utilities beyond or for any property other than as described herein as the Dominant Parcel.

The undersigned Grantor shall have the right to landscape and use the easement surface area for parking including the placement of asphalt, curb and gutter, and for any other use or purpose not inconsistent with Grantee's use and enjoyment of the easement as a utility easement, provided that Grantor shall not construct any building or permanent structure on, over or beneath the easement property. Grantee shall repair and restore to its former condition, at Grantee's expense, any surface area including landscaping, asphalt, curb or gutter, disturbed or damaged by Grantee or its agents or contractors in the course of entering upon the easement property to construct, install, operate, inspect, maintain or repair the utilities and related appurtenant facilities upon the easement property.

DATED: Dec 1, 2016.

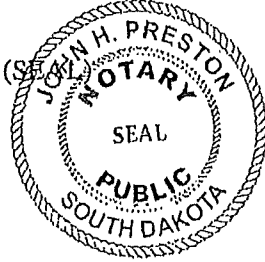
Grantor:

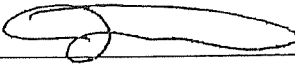
WILES REAL ESTATE, LLC  
a South Dakota limited liability company

By   
Its Member



IN WITNESS WHEREOF, I hereunto set my hand and official seal.



  
\_\_\_\_\_  
Notary Public  
My Comm. Expires: 9/27/17

## CHAPTER 50: WATER PROVISIONS

### Section

- 50.01 Application for water connection permit
- 50.02 Meters
- 50.03 Plumbers
- 50.04 Permission required
- 50.05 Installation of curb stops, valves and boxes, and dual check backflow prevention valves
- 50.06 Standard service pipe installation
- 50.07 Inspection and testing
- 50.08 Right-of-way repair
- 50.09 Application for water service/security deposit
- 50.10 Rental properties
- 50.11 Commercial and residential water rates
- 50.12 Billing and payment
- 50.13 Disconnection for non-payment
- 50.14 Notice of discontinuance required
- 50.15 Meters failing to register
- 50.16 Interfering with fire hydrants
- 50.17 Extension of water pipes
- 50.18 Water limitations
- 50.19 Authority of Water Department
- 50.20 Duty and responsibility of occupant or owner
- 50.21 Malicious or willful damage to water system
- 50.22 Water users outside of town limits
- 50.23 Responsibility for breakage of lines
- 50.24 Rates and charges for services
- 50.25 Fees; Water Fund
- 50.26 Construction standards
- 50.27 Repairs of city water mains and service lines

### § 50.01 APPLICATION FOR WATER CONNECTION PERMIT.

(A) Application must be made to the Board of Trustees for permits to connect/tap any water pipe or pipes to the town water supply main. Application must be made by the owner or agent of the property served. Application shall designate the legal description of property, what kind and size of tap to be made, the nature and number of the water users, and be accompanied by the appropriate fee as described below. This fee is to be retained by the town.

(B) Any repairs required to private service lines, starting from the property line to the home will be the responsibility of the property owner and from the property line to the main is the responsibility of the town. If during the repairs, it is discovered that the damaged section is not up to current adopted codes the service will not be continued until the line from the main is replaced.  
(Ord. 10R-2015, passed 2-2-2015)



LOMR 14-06-0156P  
eff. 11/13/2014

388.8 FEET

388.8 FEET

Zone AE

46033 CD200F

TOWN OF HERMOS. eff. 1/6/2012

460230

D HAZARD

## CHAPTER 51: SEWER REGULATIONS

### Section

- 51.01 Definitions
- 51.02 Use of municipal sewers required
- 51.03 Private sewage disposal
- 51.04 Building sewers and connections
- 51.05 Use of the municipal sewers
- 51.06 Malicious or willful damage to sewer system
- 51.07 Powers and authority of inspectors
- 51.08 Rates and charges for services
- 51.09 Fees
- 51.10 Construction standards
- 51.11 Repairs of city sewer mains and service lines

### § 51.01 DEFINITIONS.

Unless the context specifically indicated otherwise, the meaning of terms used in this chapter shall be as follows:

**BUILDING DRAIN.** That part of the lowest horizontal piping of a drainage system which receives the discharge from soil, waste, and other drainage pipes inside the walls of the building and conveys it to the building sewer, as defined by the Uniform Plumbing Code (typically within five feet of building or structure).

**BUILDING SEWER.** The extension from the building drain to the municipal sewer or other place of disposal, as defined by the Uniform Plumbing Code (normally within five feet of the building or structure).

**COMMERCIAL.** All other premises which are not classed residential.

**GARBAGE.** Shall mean solid wastes from the preparation, cooking, and dispensing of food, and from the handling, storage and sale of produce.

**INDUSTRIAL WASTES.** The liquid wastes from industrial processes as distinct from sanitary sewage. Industrial waste includes, but is not limited to, restaurants, rendering plants, slaughter floors and service stations.

**MAY.** Is permissive.

**§ 51.09 FEES.**

Any fees, regular charges, connection collections, etc., shall be deposited in the Sewer Fund.  
(Ord. 15, passed 6-20-2006; Ord. 15R-2015, passed 2-2-2015)

**§ 51.10 CONSTRUCTION STANDARDS.**

All construction covered under this chapter shall comply with state codes, laws and shall comply with the *Town of Hermosa Standard Construction Specifications and Details*.  
(Ord. 15, passed 6-20-2006; Ord. 15R-2015, passed 2-2-2015)

**§ 51.11 REPAIRS OF CITY SEWER MAINS AND SERVICE LINES.**

(A) Any repairs performed to the city's sewer mains are the sole responsibility of the municipality with the exception that any damage incurred during the installation of any private service. In this situation the licensed contractor will be responsible to complete repairs to the line per the current adopted Building Codes and the Public Works Department.

(B) Any repairs required to private service lines, starting from the property line to the structure will be the responsibility of the property owner, and from the property line to the main is the responsibility of the town. If during the repairs it is discovered that the damaged section is not up to current adopted codes the service will not be continued until the line from the main is replaced.  
(Ord. 15R-2015, passed 2-2-2015)

11c

# Town of Hermosa

PO Box 298 • 230 Main Street • Hermosa, SD 57744  
Phone (605) 255-4291 • Fax (605) 255-4094  
Email: [town@hermosasd.com](mailto:town@hermosasd.com)

DATE 6/14/21

PERMIT # 2021-20

## Informational Permit No Fee

Is Property in the Flood Plain? Yes  No  Zoning District R-1

\*\*\*IF YES - YOU **NEED** A FLOOD PLAIN DEVELOPMENT PERMIT\*\*

Property Owner Name(s): PERRY HUBERT

Mailing Address: ~~5~~ 13731 SUNNY RIDGE ROAD  
HERMOSA, SD 57744

Email: LUCKY33457744@GMAIL.COM

Address of Project: 237 FOLSOM ST, HERMOSA SD 57744

Legal Description: \_\_\_\_\_  
Subdivision \_\_\_\_\_ Block \_\_\_\_\_ Lot(s) Lot Size \_\_\_\_\_

Description of Work: REMOVE AND REPLACE EXISTING CONCRETE  
FOUNDATION WALLS (NORTHEAST CORNER)

i.e. Fence below 4' (front yard), 6' (side/rear yard), Accessory Building/Deck less than 160 sq.ft.; Sidewalk; Driveway; Concrete; Renovation / Remodel / Repairs / Maintenance not requiring Building Permit (i.e. shingle replacement)

Total Cost Estimate of Project \$291K Total Square Footage of Project 625

Building Area (Sq. Ft.) \_\_\_\_\_ Height: \_\_\_\_\_

Accessory Bldg. Setbacks From Lot Lines: Front: \_\_\_\_\_ Ft. (20' Town Minimum)

(See Ord.155) Rear: \_\_\_\_\_ Ft. (5' Town Minimum)

Side: \_\_\_\_\_ Ft. (8' Town Minimum)

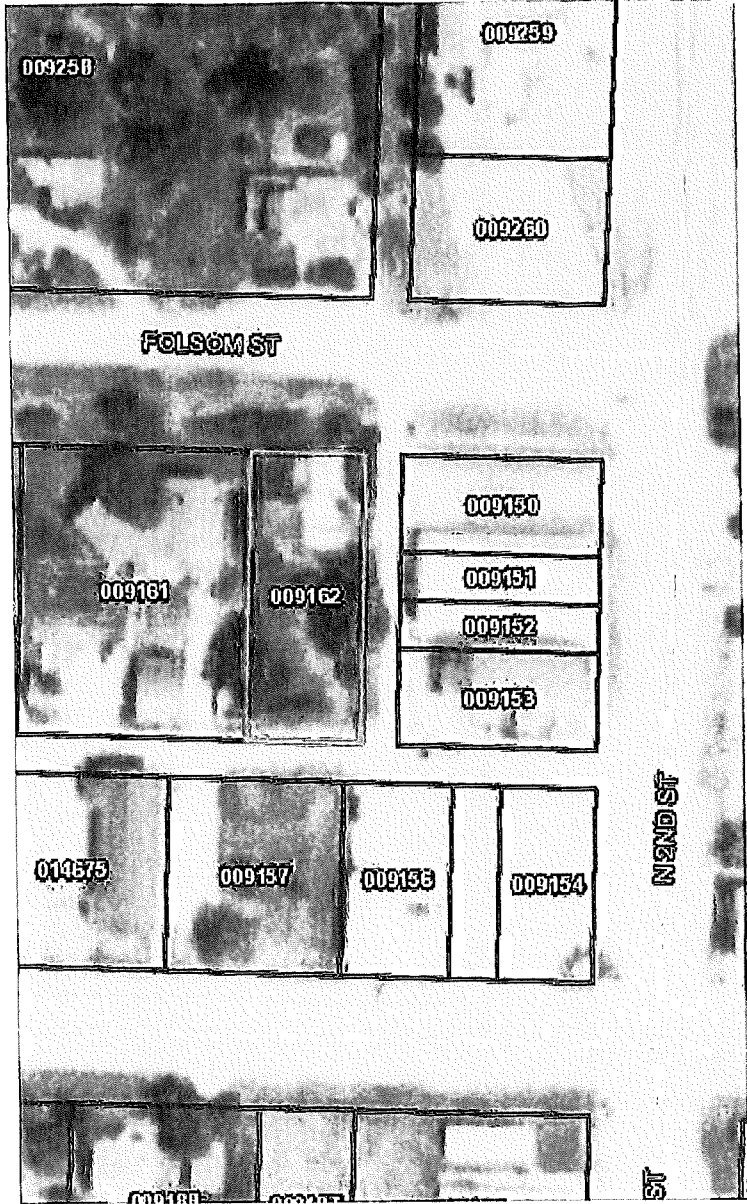
Side: \_\_\_\_\_ Ft. (8' Town Minimum)

Licensed Contractor / Person doing work MR LIFTER'S - DAKOTA / TIM CLARK

Address of Contractor / Person 6723 EAST DAISY DRIVE, BLACKHAWK SD

Contact Phone Number of Contractor / Person (605) 787-0213 (TIM CLARK)

Parcel # 009162  
OFFICE USE



# Town of Hermosa

11D

PO Box 298 • 230 Main Street • Hermosa, SD 57744  
Phone (605) 255-4291 • Fax (605) 255-4094  
E-mail: [townhrmsa@custercountysd.com](mailto:townhrmsa@custercountysd.com)

## PERMANENT SIGN PERMIT APPLICATION

Date 6.17.21 Permit # 2021-21

|                 |            |                     |                                    |
|-----------------|------------|---------------------|------------------------------------|
| Receipt # _____ | Cash _____ | Check # <u>1008</u> | Amount <u>\$1,500<sup>00</sup></u> |
|-----------------|------------|---------------------|------------------------------------|

\*\*\*include a site plan drawing\*\*\*

Name: Hermosa Coffee House / Valera Baker PHONE: (605) 430-5823  
Contact Address: PO Box 536 Hermosa, SD 57744  
Email: hermosacoffeehouse@gmail.com

Type of Sign(s): Banner ( ) Paper ( ) Wood (X) Other (X) Omega Bond Panel  
Size of Sign(s): 4' x 8' & 3' x 8'

### LOCATION INFORMATION

#### Sign #1

Property Owner of Sign Location: D & D Properties / Dan & Deb Hollsworth  
Address of Sign Location: 13 2nd St.  
Type, Material, & Size of Sign: 3mm Omega Bond Panel w/ Black Vinyl Deco, 4' x 8'  
Other Information (lighted, two-sided, etc): Single-sided, Flush Mounted, Outdoor Lights Facing

#### Sign #2

Property Owner of Sign Location: Tom's Repair  
Address of Sign Location: Main & 2nd  
Type, Material, & Size of Sign: Plywood, 3' x 8'  
Other Information (Lighted, Two-Sided, Etc): single-sided

#### Sign #3

Property Owner of Sign Location: \_\_\_\_\_  
Address of Sign Location: \_\_\_\_\_  
Type, Material, & Size of Sign: \_\_\_\_\_  
Other Information (Lighted, Two-Sided, Etc): NO cng for sign on building

Documentation:  Site Plan  Blueprint or Scale Drawing  Survey Report  
**Three (3) copies each**  ROW Agreement  Property Owner Agreement

ALL SIGNS MUST BE MAINTAINED IN GOOD CONDITION AT ALL TIMES.

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

Parcel #  
**009185**  
FOR OFFICE USE ONLY

|   |  |
|---|--|
| <p>PLANNING AND ZONING COMMISSION</p> <p><input type="checkbox"/> Approved <input type="checkbox"/> Denied</p> <p>Name: _____</p> <p>Title: _____</p> <p>Signature: _____</p> <p>Date: _____</p> <p>Application Fee: <u>\$50.00</u> Date Paid: <u>6.17.21</u></p> | <p>HERMOSA BOARD OF TRUSTEES</p> <p><input type="checkbox"/> Approved <input type="checkbox"/> Denied</p> <p>Name: _____</p> <p>Title: _____</p> <p>Signature: _____</p> <p>Date: _____</p> <p>Date Permit Issued: _____</p> |
|---|--|

N2

MAIN ST

009107

009106

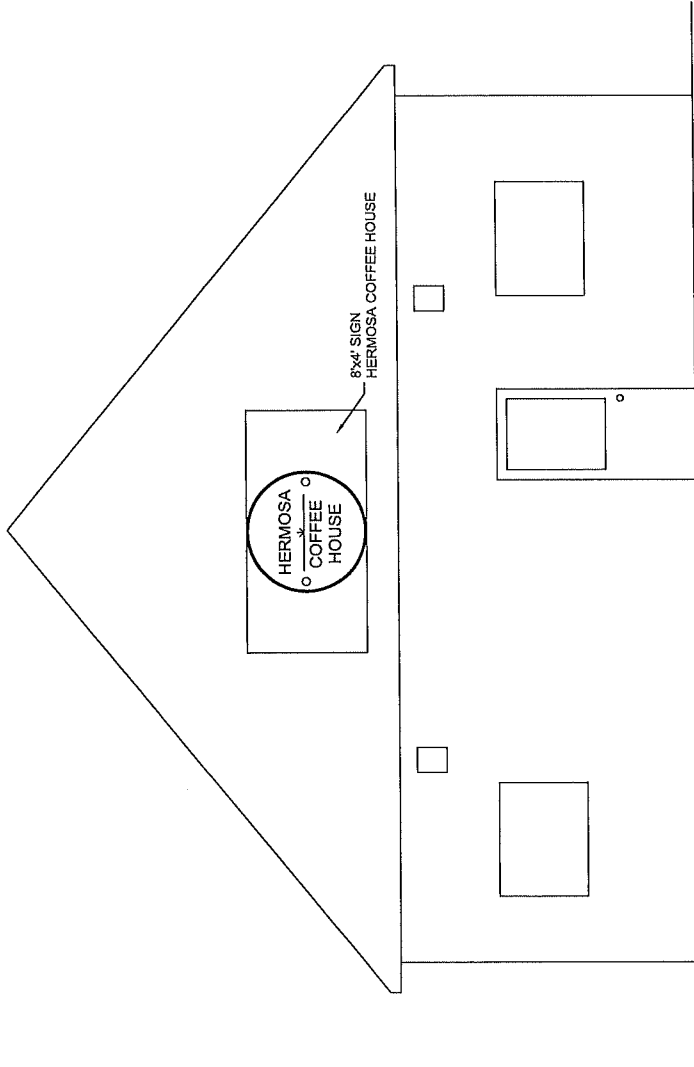
009105

009104

009103

END ST

Conrad's Sign



Ref:  
Sign #1

SHEET: FRONT ELEVATION

HERMOSA COFFEE HOUSE  
13 2ND STREET, HERMOSA, SD 57744

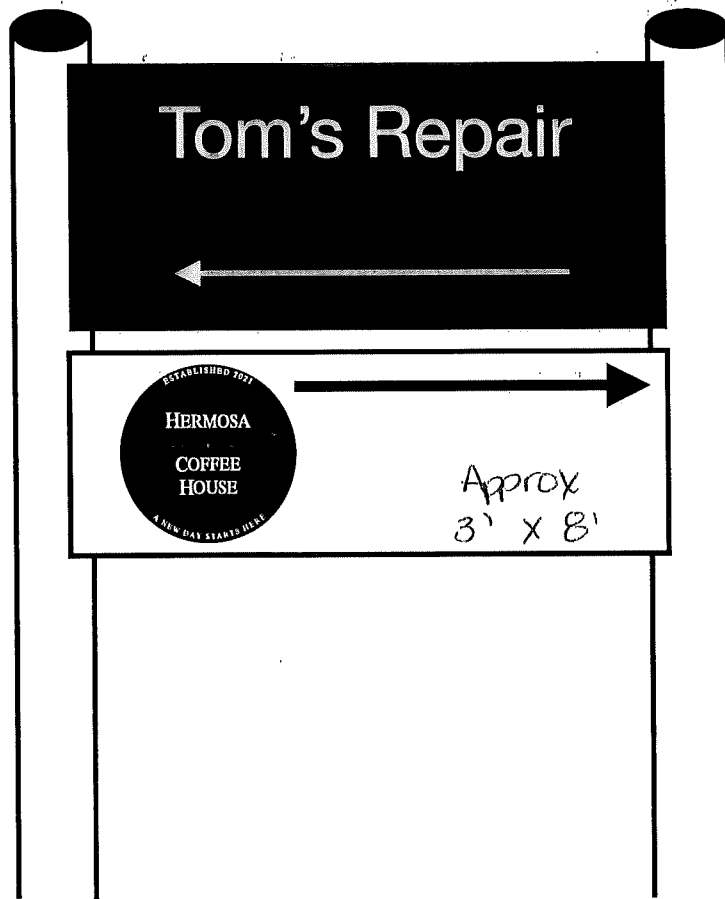
DATE: 06/01/2021

A1.2

# Hermosa Coffee House

To the town  
of Hermosa  
This is completely  
OK with me

Tom  
Dave  
Get it  
Done



Hello! I submitted this to the town yesterday.

They are requesting either something in writing - or - a call (255-4291) letting them know that you are allowing me to add a sign to your posts. Thank You!

Valena  
Baker

my # (605) 430-5823

# Untitled Map

Write a description for your map.

Legend

📍 13 2nd St

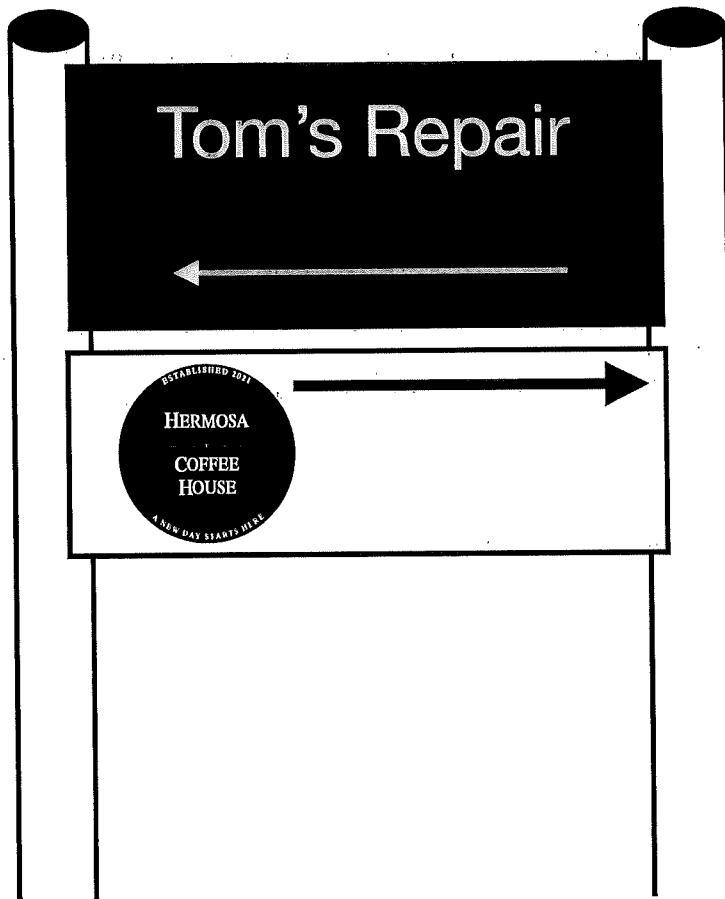
Sign #1

Sign to be located front elevation center of building

📍 13 2nd St



# Hermosa Coffee House



REF: Sign #2

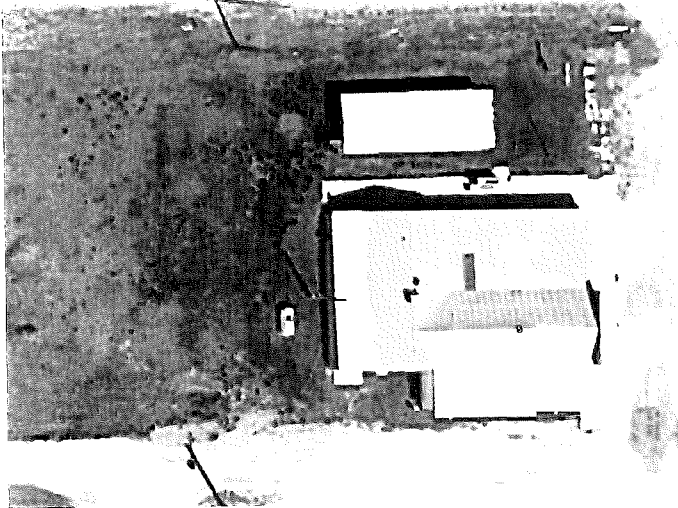


(40)

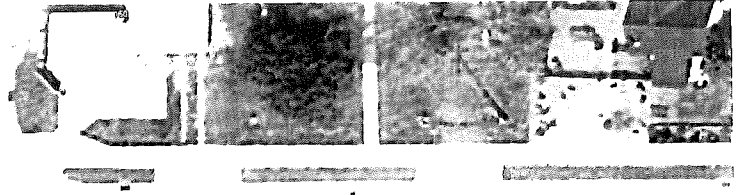
Main St

(40)

Main St



Google



Map data

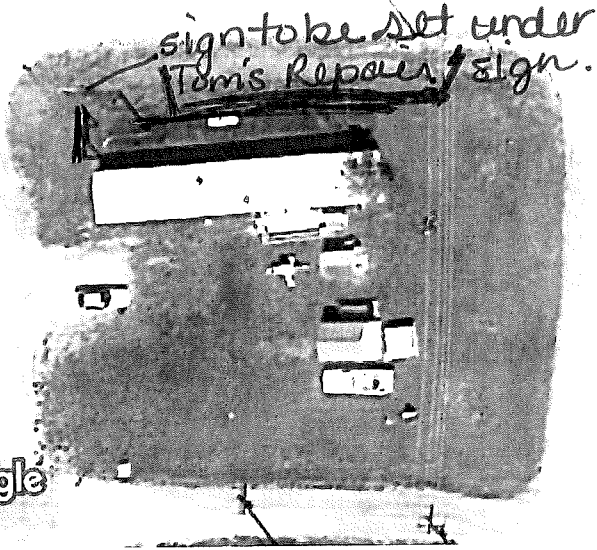
(40)

Main St

(40)

Main St

(40)



PREF: Sign # 2

4 2nd St

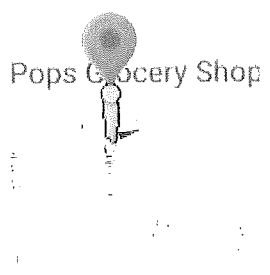


Image capture: Jul 2013 © 2021 Google

Hermosa, South Dakota

Google

Street View



# Town of Hermosa

11E

PO Box 298 • 230 Main Street • Hermosa, SD 57744  
Phone (605) 255-4291 • Fax (605) 255-4094, Email: town@hermosasd.com

## SUBDIVISION PLAT APPLICATION

Sketch Plan \_\_\_\_\_ Preliminary Plan  Final Plat \_\_\_\_\_

Date: 6/13/2021 Permit # 2021-18

|                 |            |                      |                     |
|-----------------|------------|----------------------|---------------------|
| Receipt # _____ | Cash _____ | Check # <u>11684</u> | Amount <u>75.00</u> |
|-----------------|------------|----------------------|---------------------|

**Applicant:**  
 Name: John Preston  
 Address: 1202 52  
 City, State, Zip: Hermosa, SD 57744  
 Phone & Email: 605-391-6555  
 Sign & Date: [Signature] 6/13/2021

**Other Owners:**  
 Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City, State, Zip: \_\_\_\_\_  
 Phone & Email: \_\_\_\_\_  
 Sign & Date: \_\_\_\_\_

**Agent:**  
 Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City, State, Zip: \_\_\_\_\_  
 Phone & Email: \_\_\_\_\_  
 Sign & Date: \_\_\_\_\_

**Agent:**  
 Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City, State, Zip: \_\_\_\_\_  
 Phone & Email: \_\_\_\_\_  
 Sign & Date: \_\_\_\_\_

**Surveyor/Engineer:**  
 Name: RENNER ASSOCIATES  
 Address: 3231 TEEWINOT DRIVE  
 City, State, Zip: RAPID CITY, SD 57703  
 Phone & Email: 605-721-7310  
 Registration Number: C-2266  
 Sign & Date: Joseph K. Peterson 6-4-2021

**Surveyor/Engineer:**  
 Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City, State, Zip: \_\_\_\_\_  
 Phone & Email: \_\_\_\_\_  
 Sign & Date: \_\_\_\_\_

### Current Legal Description:

Subdivision/H.E.S./M.S. Title: \_\_\_\_\_  
 Secondary Title/Description: \_\_\_\_\_  
 Aliquot Location: SE1/4, E1/2 OF SW1/4, SE1/4 OF NW1/4, S1/2 OF NE1/4 Total Acres: \_\_\_\_\_  
 Township: T2S Range: R8E Section(s): 19 Book: \_\_\_\_\_ Page: \_\_\_\_\_

### Proposed Legal Description:

Primary Title (Subdivision Name): LONE COYOTE SUBDIVISION  
 Secondary Title: (Description): LOTS 1-8 OF BLOCK 1, LOTS 1-10 OF BLOCK 3, LOTS 1-4 OF BLOCK 4 AND DEDICATED SWEET PEA LANE, SWEET PEA ROAD, AND LITTLE PINE COURT

Does this plat continue to divide an existing subdivision? Yes \_\_\_\_\_ No  FIRM Panel \_\_\_\_\_

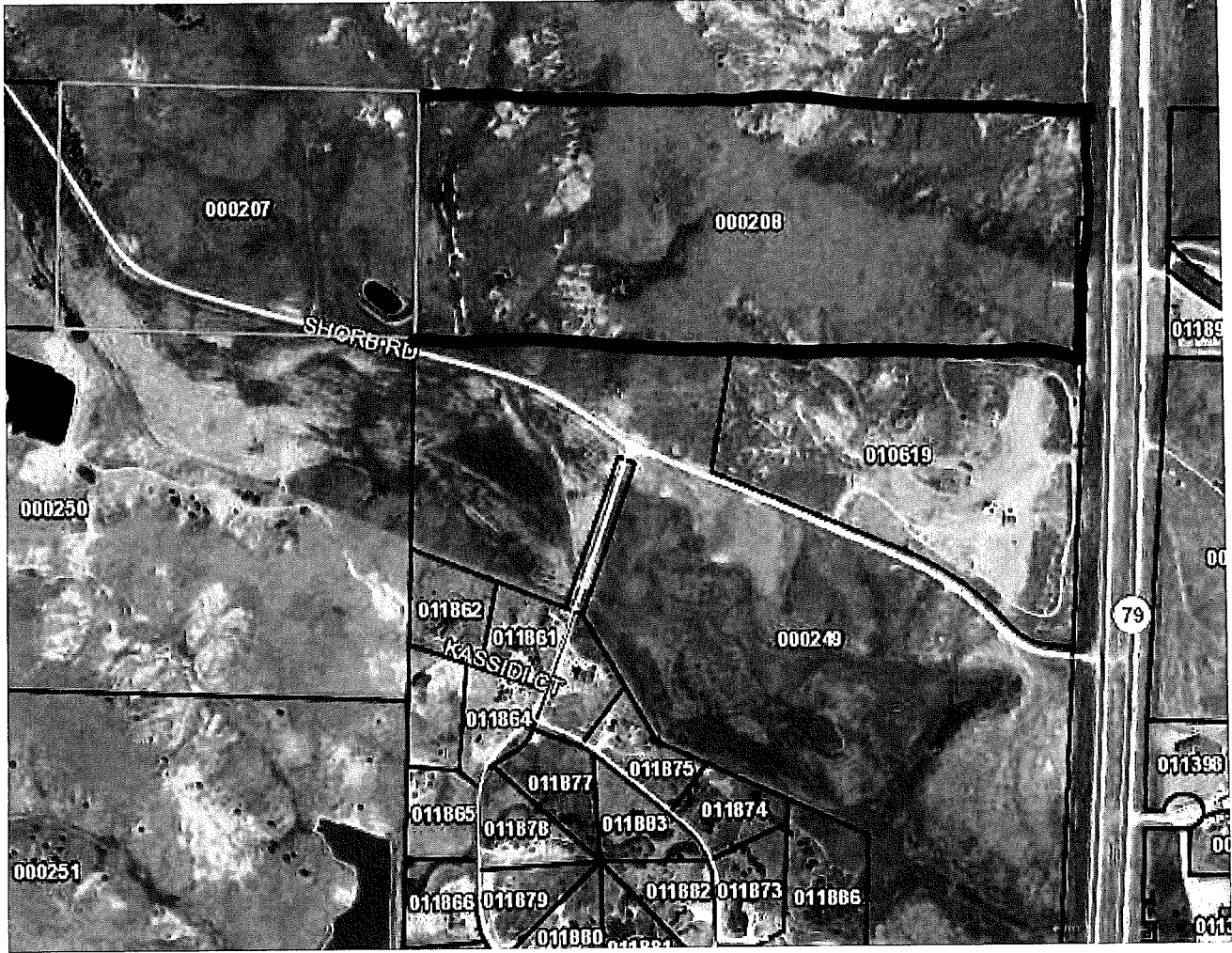
Will this subdivision require construction of roads or installation of other improvements? YES

What is the intended land use within the subdivision? Residential  Commercial \_\_\_\_\_ Industrial \_\_\_\_\_ Mixed Use \_\_\_\_\_ (Specify on attached plat copy)

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

|  |   |
|--|---|
| <p style="text-align: center;"><b>PLANNING AND ZONING COMMISSION</b></p> <p><input type="checkbox"/> Approved <input type="checkbox"/> Denied</p> <p>Name: _____<br/>         Title: _____<br/>         Signature: _____<br/>         Date: _____ Application Fee: <u>\$75.00</u><br/>         Register of Deeds Fee: <u>\$60.00</u> Date Paid: _____ Balance Due: _____</p> | <p style="text-align: center;"><b>HERMOSA BOARD OF TRUSTEES</b></p> <p><input type="checkbox"/> Approved <input type="checkbox"/> Denied</p> <p>Name: _____<br/>         Title: _____<br/>         Signature: _____<br/>         Date: _____<br/>         Date Permit Issued: _____</p> |
|--|---|

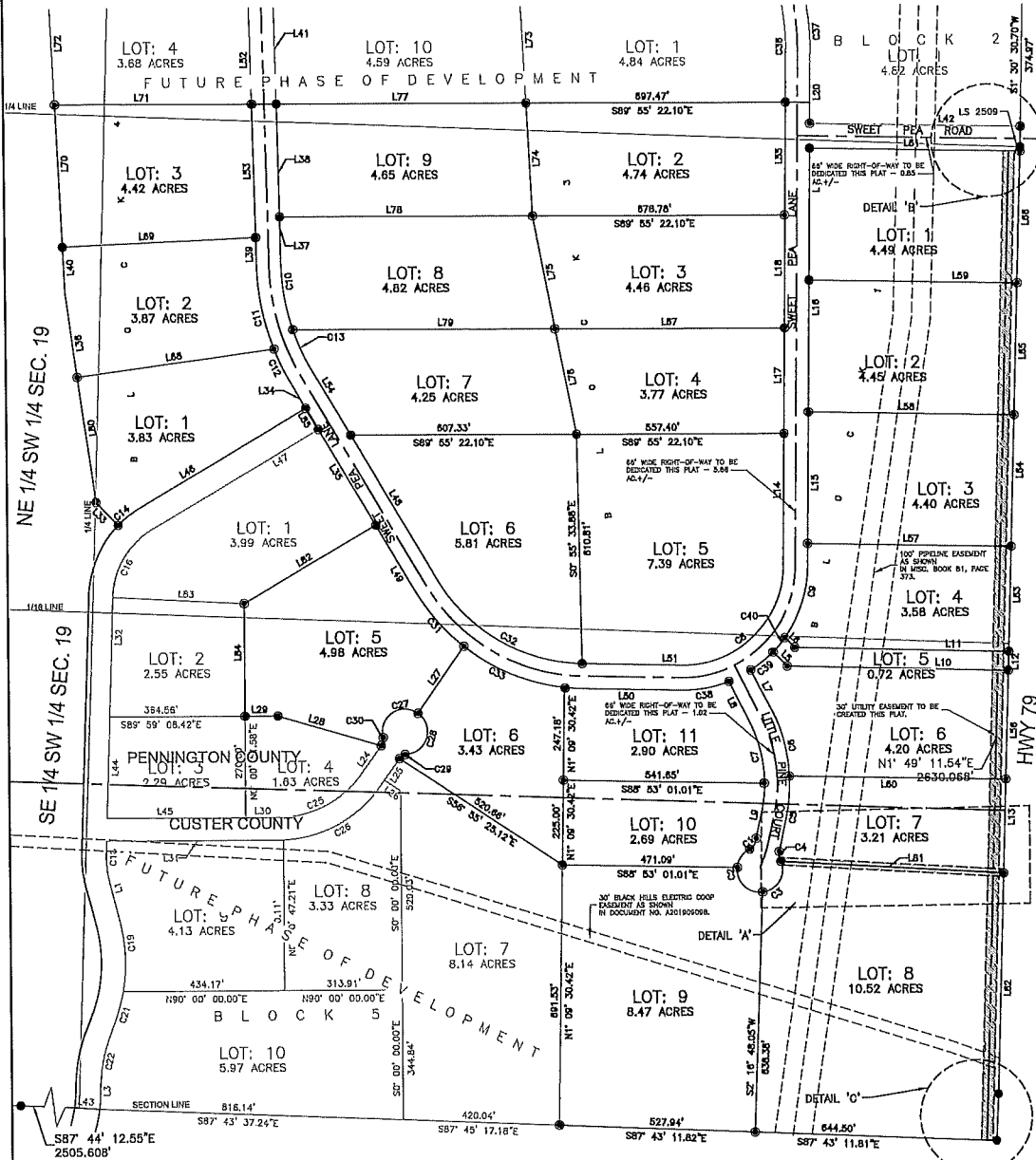
Original Parcel # 000207  
000208  
 Office Use Only



000207  
+  
000208

PLAT OF  
 LOTS 1-11 OF BLOCK 1, LOTS 2-9 OF BLOCK 3, LOTS 1-3 OF BLOCK 4, LOTS 5&6  
 OF BLOCK 5 & DEDICATED SWEET PEA LANE RIGHT-OF-WAY, SWEET PEA ROAD  
 RIGHT-OF-WAY & LITTLE PINE COURT RIGHT-OF-WAY, LONE COYOTE SUBDIVISION

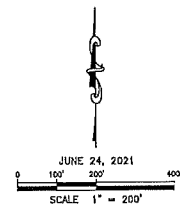
(formerly a portion of the SE 1/4, E 1/2 of SW 1/4, SE 1/4 of NW 1/4, S 1/2 of NE 1/4 of Section 19)  
 LOCATED IN SECTION 19, T2S, R8E, BHM, TOWN OF HERMOSA, PENNINGTON COUNTY, CUSTER COUNTY, SOUTH DAKOTA



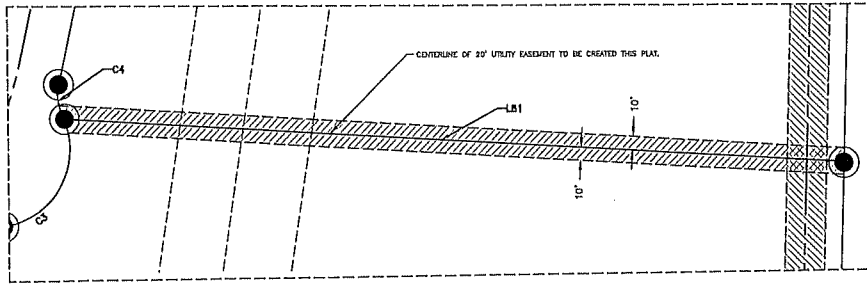
**NOTES:**  
 UTILITY AND MINOR DRAINAGE EASEMENTS: 8' ON THE INTERIOR SIDES OF ALL LOT LINES.  
 ANY MAJOR DRAINAGE EASEMENT SHOWN HEREON SHALL BE KEPT FREE OF ALL OBSTRUCTIONS INCLUDING BUT NOT LIMITED TO BUILDINGS, WALLS, FENCES, HEDGES, TREES AND SHRUBS. THESE EASEMENTS GRANT TO ALL PUBLIC AUTHORITIES THE RIGHT TO CONSTRUCT, OPERATE, MAINTAIN, INSPECT, AND REPAIR SUCH IMPROVEMENTS AND STRUCTURES AS IT DEEMS EXPEDIENT TO FACILITATE DRAINAGE FROM ANY SOURCE.  
 BASIS OF BEARINGS: SOUTH DAKOTA STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NAD83(2011), DERIVED FROM OPUS.

**LEGEND**  
 ● Denotes set 5/8" rebar with survey cap marked "Renner - Assoc. 9213".  
 ● Denotes Found Survey Monument marked LS 6251, unless otherwise noted.  
 (R) Denotes Recorded in previous plat or description.  
 (M) Denotes Measured in this survey.

| Point Table |           |           |            |                           |
|-------------|-----------|-----------|------------|---------------------------|
| Point #     | Elevation | Northing  | Easting    | Description               |
| 5           | 3304.41   | 56251.023 | 1215414.57 | HERMOSA CONTROL POINT 115 |
| 7           | 3281.23   | 561833.45 | 1217443.08 | HERMOSA CONTROL POINT 117 |



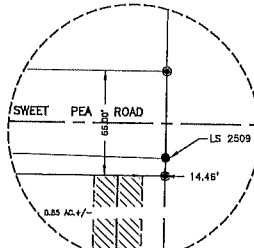
PLAT OF  
**LOTS 1-11 OF BLOCK 1, LOTS 2-9 OF BLOCK 3, LOTS 1-3 OF BLOCK 4, LOTS 5&6  
 OF BLOCK 5 & DEDICATED SWEET PEA LANE RIGHT-OF-WAY, SWEET PEA ROAD  
 RIGHT-OF-WAY & LITTLE PINE COURT RIGHT-OF-WAY, LONE COYOTE SUBDIVISION**  
 (formerly a portion of the SE 1/4, E 1/4 of SW 1/4, SE 1/4 of NW 1/4, S 1/4 of NE 1/4 of Section 19)  
 LOCATED IN SECTION 19, T2S, R8E, BHM, TOWN OF HERMOSA, PENNINGTON COUNTY, CUSTER COUNTY, SOUTH DAKOTA



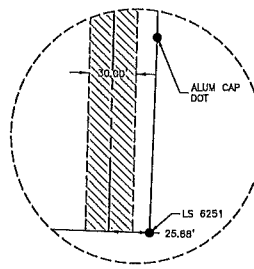
DETAIL 'A'  
SCALE: 1"=60'

JUNE 24, 2021

| Curve | Length | Radius  | Delta Angle | Chord Bearing | Chord Length |
|-------|--------|---------|-------------|---------------|--------------|
| C1    | 26.57  | 30.00'  | 80°44'31"   | N38° 68' 14"E | 25.71'       |
| C2    | 108.43 | 60.00'  | 103°32'28"  | S48° 08' 49"E | 93.45'       |
| C3    | 108.43 | 60.00'  | 103°32'28"  | N30° 20' 43"E | 93.45'       |
| C4    | 21.72  | 30.00'  | 41°29'21"   | S5° 41' 04"E  | 21.26'       |
| C5    | 110.01 | 433.00' | 14°33'24"   | S4° 51' 27"W  | 109.71'      |
| C6    | 184.40 | 433.00' | 24°24'30"   | S14° 37' 30"E | 183.07'      |
| C7    | 172.28 | 367.00' | 28°53'48"   | S13° 22' 51"E | 170.70'      |
| C8    | 420.49 | 287.00' | 90°13'27"   | S45° 59' 41"W | 376.33'      |
| C9    | 203.10 | 333.00' | 34°56'49"   | N18° 21' 21"E | 199.97'      |
| C10   | 175.63 | 587.00' | 17°44'50"   | N9° 67' 43"W  | 174.92'      |
| C11   | 227.29 | 633.00' | 20°34'24"   | S11° 22' 30"E | 228.07'      |
| C12   | 98.86  | 633.00' | 8°49'33"    | S26° 02' 59"E | 98.08'       |
| C13   | 114.82 | 587.00' | 11°38'08"   | N24° 38' 11"W | 114.82'      |
| C14   | 72.62  | 283.00' | 14°42'12"   | S32° 12' 39"W | 72.42'       |
| C15   | 218.18 | 217.00' | 87°38'28"   | S30° 45' 31"W | 206.11'      |
| C16   | 144.18 | 60.00'  | 137°49'38"  | S56° 25' 03"W | 3453.81'     |
| C17   | 145.25 | 60.00'  | 138°42'08"  | N14° 36' 28"E | 3453.83'     |
| C18   | 25.23  | 30.00'  | 48°11'23"   | S59° 51' 48"W | 24.49'       |
| C19   | 25.23  | 30.00'  | 48°11'23"   | N11° 40' 28"E | 24.49'       |
| C20   | 199.87 | 633.00' | 21°27'48"   | S41° 10' 10"E | 3457.70'     |
| C21   | 478.03 | 487.00' | 68°24'14"   | N59° 38' 23"W | 455.69'      |
| C22   | 298.36 | 633.00' | 31°01'35"   | S67° 49' 52"E | 3484.30'     |
| C23   | 50.99  | 217.00' | 13°27'43"   | N8° 23' 30"W  | 50.87'       |
| C24   | 88.49  | 283.00' | 13°52'02"   | N8° 11' 21"W  | 88.33'       |
| C25   | 79.13  | 567.00' | 7°59'47"    | S3° 06' 55"E  | 78.07'       |
| C26   | 88.34  | 633.00' | 7°59'47"    | S3° 06' 55"E  | 88.27'       |
| C27   | 129.31 | 333.00' | 22°14'54"   | N79° 58' 58"E | 128.50'      |
| C28   | 75.84  | 333.00' | 13°02'55"   | N50° 08' 35"E | 75.48'       |
| C29   | 50.21  | 333.00' | 1°58'24"    | N40° 08' 55"E | 50.17'       |



DETAIL 'B'  
SCALE: 1"=50'



DETAIL 'C'  
SCALE: 1"=50'

| Line | Bearing          | Distance | Line | Bearing          | Distance |
|------|------------------|----------|------|------------------|----------|
| L1   | S45° 10' 35.05"E | 63.14    | L58  | S88° 52' 58.20"E | 550.21   |
| L2   | S45° 10' 35.05"E | 37.32    | L59  | S88° 53' 01.01"E | 556.28   |
| L3   | S26° 49' 44.82"E | 118.18   | L60  | S88° 53' 01.01"E | 678.22   |
| L4   | S12° 08' 09.28"W | 71.25    | L61  | S88° 53' 01.01"E | 582.31   |
| L10  | S88° 33' 50.56"E | 591.89   | L62  | S1° 52' 24.81"W  | 687.90   |
| L11  | S88° 33' 50.56"E | 572.49   | L63  | S1° 52' 24.81"W  | 280.44   |
| L12  | S1° 52' 24.81"W  | 50.00    | L64  | S1° 52' 24.81"W  | 350.04   |
| L13  | S1° 52' 24.81"W  | 249.00   | L65  | S1° 52' 24.81"W  | 350.03   |
| L14  | N0° 52' 57.97"E  | 349.99   | L66  | S1° 52' 24.81"W  | 350.03   |
| L15  | S0° 52' 57.97"W  | 300.03   | L67  | S89° 53' 22.10"E | 618.00   |
| L16  | N0° 52' 57.97"E  | 350.00   | L68  | N82° 11' 43.81"E | 634.64   |
| L17  | N35° 18' 21.95"E | 217.21   | L69  | N87° 25' 20.89"E | 620.49   |
| L18  | S73° 39' 23.93"E | 286.30   | L70  | S2° 34' 39.31"E  | 378.75   |
| L19  | S89° 08' 08.42"E | 87.73    | L71  | S89° 05' 22.10"E | 530.27   |
| L20  | S45° 08' 27.36"E | 86.44    | L72  | S2° 34' 39.31"E  | 300.32   |
| L21  | S7° 48' 16.39"E  | 227.31   | L73  | S2° 41' 05.83"E  | 300.35   |
| L22  | N1° 05' 17.92"W  | 127.78   | L74  | S2° 41' 05.83"E  | 300.35   |
| L23  | N1° 05' 17.92"W  | 300.06   | L75  | S10° 58' 07.20"E | 305.66   |
| L24  | S1° 05' 20.98"E  | 74.88    | L76  | S10° 58' 07.20"E | 285.29   |
| L25  | S2° 34' 39.31"E  | 120.61   | L77  | S89° 53' 22.10"E | 670.41   |
| L26  | N1° 05' 17.92"W  | 300.06   | L78  | S89° 53' 22.10"E | 678.78   |
| L27  | S59° 33' 44.48"W | 521.48   | L79  | S89° 53' 22.10"E | 704.25   |
| L28  | S30° 28' 15.82"E | 202.67   | L80  | S7° 48' 16.39"E  | 335.72   |
| L29  | S1° 05' 20.98"E  | 300.06   | L81  | S88° 44' 56.83"E | 597.08   |
| L30  | S1° 05' 20.98"E  | 354.31   | L82  | N59° 33' 44.48"E | 408.79   |
| L31  | N30° 28' 15.82"W | 204.15   | L83  | S87° 05' 31.50"E | 354.24   |
| L32  | S1° 52' 24.81"W  | 289.81   | L84  | N0° 00' 51.50"E  | 300.00   |
| L33  | S88° 52' 58.45"E | 544.15   | L85  | N30° 28' 15.82"W | 66.00    |

**CERTIFICATE OF OWNERSHIP**  
 State of South Dakota  
 County of Custer S.S.

I, \_\_\_\_\_ of Battle Creek Agency, do hereby certify that we are the owners of the land shown and described herein; that the survey was done at our request for the purpose indicated herein; that we do hereby approve the survey and within plot of said land and that the development of this land shall conform to all existing applicable zoning, subdivision, and erosion and sediment control regulations.

Any land shown on the within plot as dedicated to public right-of-way is hereby dedicated to public use and public utility use as such, forever, but such dedication shall not be construed to be a donation of the fee of such land.

In witness whereof, I have set my hand and seal.

OWNER: Battle Creek Agency

By: \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public, personally appeared \_\_\_\_\_ known to me to be the person described in the foregoing instrument and acknowledged to me that he signed the same.

NOTARY PUBLIC: \_\_\_\_\_

My commission expires: \_\_\_\_\_

**CERTIFICATE OF COUNTY AUDITOR**  
 State of South Dakota  
 County of Custer S.S.

I, Auditor of Custer County, do hereby certify that at an official meeting held on the day of \_\_\_\_\_, 20\_\_\_\_, the Custer County Commissioners, by resolution, did approve the plat as shown and described herein.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
 Custer County Auditor

**CERTIFICATE OF COUNTY TREASURER**  
 State of South Dakota  
 County of Custer S.S.

I, Treasurer of Custer County, do hereby certify that all taxes, which are liens upon the within described lands as shown herein, are fully paid to date, according to the records in my office.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
 Custer County Treasurer

**CERTIFICATE OF SURVEYOR**  
 State of South Dakota  
 County of Pennington S.S.

I, Eric D. Howard, Registered Land Surveyor No. 9213 in the State of South Dakota, do hereby certify that at the request of the owners listed herein, I have surveyed the tract of land shown, and to the best of my knowledge and belief, the within plot is a representation of said survey. Easements or restrictions of miscellaneous record or private agreements that are not known to me are not shown herein.

In witness whereof, I have hereto set my hand and seal.

\_\_\_\_\_  
 Eric D. Howard, Registered Land Surveyor

Date: \_\_\_\_\_

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS**

Whereas, there has been presented to the Board of County Commissioners of Custer County, South Dakota, the within plot of the above described lands, it appears that the system of streets conforms to the system of streets of existing plots and section lines of the county, that adequate provision is made for access to adjacent unplatted lands by public dedication or section line when physically accessible, that substantially the subdivision regulations of the county have been complied with, that all taxes and special assessments upon the tract or subdivision have been fully paid and that the plat and the survey of the land have been lawfully executed and therefore, BE IT RESOLVED that said plat is hereby approved in all aspects.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
 Chairperson, Custer County, Commissioners

Attest

**CERTIFICATE OF HIGHWAY OR STREET AUTHORITY**

The location of the proposed lot lines with respect to the Highway or Street as shown herein is hereby approved. Any approaches or access to the Highway or Street will require additional approval.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
 Highway or Street Authority

**CERTIFICATE OF DIRECTOR OF EQUALIZATION**

I, Director of Equalization of Custer County, do hereby certify that I have on record in my office a copy of the within described plat.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
 Director of Equalization of Custer County

APPROVED: \_\_\_\_\_

Date: \_\_\_\_\_

**CERTIFICATE OF REGISTER OF DEEDS**  
 State of South Dakota  
 County of Custer S.S.

Filed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M.,

Document Number \_\_\_\_\_

\_\_\_\_\_ Feet ±

\_\_\_\_\_  
 Register of Deeds



June 17, 2021

Town of Hermosa  
230 Main Street  
Hermosa, SD 57744

RE: Staff Report – Lone Coyote Subdivision, Permit 2021-18 Review  
IE No.: L21-03-097.09

Planning & Zoning,

**Conditions:**

The site is located north of Hermosa and west of Hwy 79. The proposed development sits partially in Custer County and the majority in Pennington County.

The applicant has submitted the following:  
Preliminary Plat Application for Phase 1 of Lone Coyote subdivision.

**NO OTHER PERMITS HAVE BEEN SUBMITTED AND NO OTHER PERMITS ARE BEING REVIEWED AS PART OF THIS REVIEW.**

The applicant is proposing to develop a residential subdivision of approximately 277 acres. It is proposed to develop in phases. Phase 1 will include 25 lots per the plat. I note a discrepancy of the phase 1 number of lots between plat and Sewer Report. It appears the plat has been changing up to the revised submittal on June 16 and not all associated documents have been updated. **ALL DOCUMENTS SHOULD BE CROSS CHECKED AND EDITED TO AGREE.**

As part of the development infrastructure to include streets, water, sewer, power and communication will be installed. The streets, water and sewer are planned to be turned over to the city. The development also includes a sewer lift station that will be dedicated to the Town to be operated and maintained by the town.

The City has entered a contract with ACES Engineering to design the water and sewer from the City utilities, near the Lazy R, to the connection points at the subdivision. The Town has agreed to pay for this infrastructure. The development will pay for internal infrastructure and turn it over to the Town at no cost to the Town.

**General Discussion:**

This review is for preliminary plat only. It has been discussed and it is the town's understanding that once preliminary plat is approved, the improvements will be made and once approved by the town, the final plat can be submitted for approval.

**Professionals you need, people you trust.**

P.O. Box 226 • 123 East Jackson Blvd., Ste. 1 • Spearfish, SD 57783-0226 • P: 605-642-4772 • F: 605-642-4773 • [www.interstateeng.com](http://www.interstateeng.com)

Offices in: North Dakota • Montana • Minnesota • South Dakota



It was discussed and understood that if final plat approval is requested before all Phase 1 improvements are made and accepted by the town, surety will be provided for any non-completed improvements before final plat is approved.

Annexation:

The Town has received an email from Bridget Shorb indicating they are willing to annex a portion of the storage lot and their ag parcel, with conditions and at no cost to them. The town has agreed to all conditions with one exception, the deeded property requested by Shorb's. That will need to be finalized as part of the final annexation process required. Dan Holzsworth has verbally indicated willingness to annex a portion of the mud bog parcel.

Please note ALL requirements that have been requested by Shorb's which include tap fees on undeveloped lots located in Hermosa as well as commercial zoning. The Wade and Bridget Shorb property on at Preston Development should be identified so the request for commercial zoning can be accomplished.

All three parcels need to be replated and the town has agreed to pay for this replating and was going to contact ACES to do the platting following Tuesday's meeting.

Until annexation is completed, the town has no legal authority or ability to issue grading permits in Custer or Pennington County.

Plating Authority:

Due to the one-mile agreement, the town has the authority to plat the property located ONLY within Custer County (Lots 6-10 Block 1).

Flood Plain:

No floodplain is shown on the County GIS web site in Section 19.

Zoning:

The property will need to be re-zoned if annexation occurs.

Access:

See plat and plans.

The town will require a second access as part of Phase 2. That access can be from Shorb Road or SD Hwy 79, but a second access will be required.

The applicant is responsible for obtaining applicable access permits from appropriate agencies.

**Professionals you need, people you trust.**

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Offices in: North Dakota • Montana • Minnesota • South Dakota



Developers Agreement:

It is recommended that a developer's agreement be created between the developer and the town that outlines all development conditions to include but not limited to annexation, responsibility of costs and a commitment from the developer to connect to municipal water.

and sewer before the town spends taxpayer funds to extend water and sewer to the development.

Plat Comments:

A revised preliminary plat was submitted on June 16. This is the plat layout being approved and is assumed to be correct – plans do not match the plat.

1. See plat comments.
2. Line weight issues need to be corrected – plat boundary.
3. Signature certifications need to be updated for the county being approved in. It may involve two counties if annexation does not occur.
4. The applicant is responsible for plating needs and recording of plats between both counties regardless of annexation or not.
5. No major drainage easements are shown on the plat. They need to be shown and agree with the drainage report.
6. Per one-mile agreement, the plat must go to the county for review as well.
7. What is happening with lift station road (Lot 5 Block 1)? ROW or easement? Currently it is a lot. Will it be deeded to the Town?

Plan Comments:

Since permits cannot currently be issued by Hermosa (must be annexed first) the only review of construction plans is street centerline grades, water and sewer design as the city will accept these improvements to own and maintain.

See plan comments.

Plans need to be revised to agree with the revised preliminary plat.

Developer's agreement needs to be executed.

Plans reference Rapid City specs vs Town of Hermosa specs as well as Black Hawk Water Users District. It appears obvious that plan notes have NOT been updated to reflect project specific conditions. This needs to be done.

Gate valves need to be located at fire hydrants to allow flow control from all directions or approved by public works.

Recommend final plans be provided for review PRIOR to beginning water and sewer installation due to missing information. Gate valve locations should be reviewed and approved by Public Works.

**Professionals you need, people you trust.**

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Manhole spacing exceeds 400 feet.

Lot numbers on P & P sheets would be helpful in checking.

Larger access gate on lift station to allow vehicle access.

**Based on guidance from the BOT dated April 15, 2021, this application should be continued due to incorrect information, lacking information and discrepancies between documents. It appears to be a rushed application. However, I believe those items can be corrected following preliminary plat approval and before construction begins.**

**Recommendation for permit 2021-018:**

**Based on the application information, I recommend approval of the preliminary plat with the following conditions/stipulations:**

**These conditions must be resolved before any consideration to final plating is considered or construction begins on water or sewer.**

**Recommend construction plans be updated and resubmitted for review once complete.**

1. Developers Agreement needs to be executed.
2. Plan corrections need to be completed per plan redlines.
3. Plat comments need to be completed per redlines.
4. Plans need to be submitted to SD DANR for approval of water and sewer with approval provided to the Town.
5. Sewer Design Report needs to be edited per comments.
6. Sewer Drainage Report needs to be sealed and signed by a licensed engineer in SD.
7. Plans need to be sealed and signed by a licensed engineer in SD.
8. Drainage Report needs to be submitted by licensed engineer in SD.
9. Manholes cannot exceed 400 feet spacing per Public Works.
10. Applicable variances need to be obtained for asphalt and curb & gutter.
11. Conditions of acceptance of improvements should be specified.
12. Water needs to be available at the lift station.
13. Recommend final plans be provided for review PRIOR to beginning water and sewer installation due to missing information. Gate valve locations should be reviewed and approved by Public works.
14. Drainage has not been reviewed as no Drainage Report has been submitted.
15. Needs coordination between Renner's Plans and ACES plans for connection locations.
16. All construction must meet applicable code requirements as well as Town Ordinance requirements whether stated in this staff report or not.
17. All fees to be paid prior to issuing permit.
18. Applicable inspections must be performed by the Town of Hermosa.

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Respectfully submitted,  
INTERSTATE ENGINEERING

A handwritten signature in black ink that reads 'Ronald Bengs' with a long, sweeping underline.

Ronald Bengs, P.E.  
Senior Project Engineer  
[Ron.Bengs@interstateeng.com](mailto:Ron.Bengs@interstateeng.com)

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Offices in: North Dakota • Montana • Minnesota • South Dakota

Preston.

**Ron Bengs**

---

**From:** bridget shorb <bshorb@hcinet.net>  
**Sent:** Sunday, June 13, 2021 11:19 PM  
**To:** Ron Bengs; gail@hermosasd.com; ian@rennerassoc.com; johnpreston0555@gmail.com; geoaire95@gmail.com  
**Subject:** Easement and Annexation

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

To Town of Hermosa;

We, on behalf of Clifford and Mary Shorb, do agree to grant the Town of Hermosa a strip of land for an easement to run water and sewer lines to the north to the Preston development. We also agree to grant the Town of Hermosa annexation of this strip of land only. We are asking for this strip of land for easement and annexation be no wider than necessary to fit the water and sewer lines as close to the REA underground line as possible. This strip of land shall be no more than 25' from the east property line.

In exchange for the easement, we, on behalf of Clifford and Mary Shorb, are asking for water and sewer tap fees paid for future use at this property and stubbed onto the property during construction, for itself and its heirs and successors and attached to this property for future use. Any and all surveying, platting or cost to do this will be at the expense of the Town of Hermosa or Preston Development and no expenses shall be incurred by Clifford or Mary Shorb. Also, any work done on this property is to be cleaned up, ground leveled and reseeded when project is completed. All water and sewer taps will have corporation stops on main and curb stop stubbed onto property line with location to be determined during construction.

We, on behalf of Heartland Storage, LLC, do agree to grant the Town of Hermosa a strip of land for an easement to run water and sewer lines to the north to the Preston development. We also agree to grant the Town of Hermosa annexation of this strip of land only. We are asking for this strip of land for easement and annexation be no wider than necessary to fit the water and sewer lines as close to the REA underground line as possible. This strip of land shall be no more than 25' from the east property line.

In exchange for this easement, Heartland Storage LLC, is asking for water and sewer tap fee paid for and stubbed on to property during construction located at Heartland Storage, LLC, for future use, for itself and its heirs and successors and attached to this property for future use. We are also asking for 3 water and sewer tap fees paid for and located at Wade and Bridget Shorb property at Preston Development, also at this location we are asking for property to have the ability to be zoned commercial for future use, we are also asking for water and sewer tap fees paid for and located at lots 6 and 10 empty lot on N. 5th Street. We are also asking for the Town of Hermosa to deed us a piece of land up by the water towers to use as a parking lot for our 3 duplexes and for the Town of Hermosa to assume responsibility and maintenance over the "Tower Road". Any and all surveying, platting or cost to do this will be at the expense of the Town of Hermosa or Preston Development and no expenses shall be incurred by Heartland Storage, LLC or Wade and Bridget Shorb. Also, any work done on this property is to be cleaned up, ground leveled and reseeded when project is completed. All water and sewer taps will have corporation stops on main and curb stop stubbed onto property line with locations to be determined during construction.

Thank you,

Wade and Bridget Shorb

P: 2 Approved to adopt Custer Co. Ordinance  
Sections 1, 2, 3 and Introduction

 CUSTER COUNTY ORDINANCE NO. 20 

**AN ORDINANCE REGULATING OPEN BURNING IN CUSTER COUNTY**

**PURPOSE:** This ordinance addresses the area of Custer County that lies east of South Dakota Highway 79 outside of the Black Hills Forest Fire Protection District (BHFFPD). Within the BHFFPD, open burning is not allowed without a permit, pursuant to SDCL 34-35-15. The South Dakota Wildland Fire Division is the administrator of all permitting pursuant to SDCL 34-35-16 in the BHFFPD and all applicable laws within that district.

**WHEREAS,** the Commissioners of Custer County (the "Commission") are charged with protecting the health, safety and general welfare of the citizens of Custer County, including all property situated therein; and

**WHEREAS**, SDCL 7-8-20(18) authorizes the Commission to prohibit or restrict open burning, after consultation with local fire officials and law enforcement officials, in order to protect the public health and safety; and

**WHEREAS**, the Commission previously enacted Custer County Ordinance No. 14 in 2007 to provide penalties for violation of burn bans and permits; and

**WHEREAS**, the Commission desires to repeal Custer County Ordinance No. 14 and replace the provisions of Ordinance No. 14 with this Ordinance No. 20; and

**WHEREAS**, the Emergency Management Services Director of Custer County has consulted with local fire officials and law enforcement officials concerning the need to regulate open burning under certain conditions that pose a threat of wildfire; and

**WHEREAS**, the Commission hereby deems it necessary to adopt the restrictions set forth in this Ordinance No. 20 in order to reduce the threat posed to the citizens and property of Custer County by wildfires.

**NOW, THEREFORE, BE IT ORDAINED BY THE CUSTER COUNTY BOARD OF COMMISSIONERS AS FOLLOWS:**

**SECTION I. DEFINITIONS:**

- A. **Open Fire:** Means any outdoor fire, including campfires and burn barrels, which is not contained within a fully enclosed fire box or structure from which the products of combustion are emitted directly to the open atmosphere without passing through a stack, duct or chimney. Open Fire shall NOT include Charcoal Grills, Liquid Fuel Grills, as defined herein.
- B. **Charcoal Grill:** Means a metal or stone device not resting on the ground with a metal grate designed to cook food using charcoal briquettes, char wood, hard wood, or similar fuel.
- C. **Liquid Fuel Grill:** Means a metal or stone device designed to cook food using liquefied or gaseous combustible fuel.

- D. **Burn Barrel:** Means a metal container used to hold combustible or flammable waste materials so they can be ignited outdoors for the purpose of disposal. Burn Barrels must be covered with a metal grate at any time when being used. Burn Barrels must be located in a safety zone devoid of all combustible materials 15 feet in radius from the center of the burn barrel while in use.
  
- E. **Outdoor Fireplace:** Means a manufactured appliance constructed of non-combustible materials, with a maximum fuel area of three (3) feet, fueled by cut or split wood, located not closer than 15 feet to any combustible surface and continually attended.
  
- F. **Campground:** Means any permitted commercial campground operated by private individuals or corporations, the State of South Dakota, or the United States Forest Service.

**SECTION II. REGULATIONS:**

**A. Open Fire:**

- 1. No person shall set any open fire when the National Weather Service has declared the Grassland Fire Danger Index to be in the Very High or Extreme category, or a High Wind Watch or Warning, Fire Weather Watch, or Red Flag Warning issued for Custer County from time to time. The prohibition against Open Fire as provided herein shall automatically be suspended during any time period the Grassland Fire Danger Index falls below the Very High category, and no High Wind Watch, or Warning, Fire Weather Watch, or Red Flag Warning is in place.

**B. Burn Barrels:**

- 1. Special regulation: No person may ignite a fire in a burn barrel when the National Weather Service has declared the Grassland Fire Danger Index to be in the Very High or Extreme category, or a High Wind Watch or Warning, Fire Weather Watch, or Red Flag Warning issued for Custer County from time to time. Use of burn barrels as defined herein is allowed anytime during which the Grassland Fire Danger Index falls below the Very High category and no High Wind Watch, or Warning, Fire Weather Watch, or Red Flag Warning is in place.

**C. Campgrounds:**

1. The ban on open burning does not apply to those designated areas falling within the boundaries of any permitted commercial, state or federal campgrounds unless otherwise specifically banned by resolution of Custer County Board of Commissioners.

**SECTION III. PENALTY FOR VIOLATIONS:**

- A. Anyone who fails to perform any act required or who does any prohibited act pursuant to this ordinance, and upon conviction thereof, shall be punished by a fine not to exceed five hundred dollars (\$500) or by imprisonment for a period not to exceed thirty (30) days, or by both fine and imprisonment for each offense, pursuant to SDCL 7-18A-2.
- B. Additionally, pursuant to SDCL 34-35-9, and 34-35-10 and 10.1, and 34-35-12, as amended from time to time, any violator of this ordinance may also be subject to additional penalties and costs associated with causing or setting a fire and the suppression costs of extinguishing any fire resulting therefrom.
- C. Nothing herein shall be construed to prohibit or supersede any civil remedy otherwise available to any person or entity.
- D. The permissibility of the ignition of any fire as specified herein shall not operate to relieve the ignitor of any duty of care otherwise imposed by law; nor shall this ordinance operate to absolve any person of any liability for damages to persons or property which may occur as a result of any fire.
- E. This ordinance does not supersede applicable state or federal law, and people shall comply with and remain subject to applicable state and federal law and any penalties associated with applicable state and federal law.

**§ 52.05 UNLAWFUL DEPOSITS.**

No person shall deposit, place, or throw any refuse in or upon any street, alley, or other public place. No person shall place any refuse upon any private property, whether owned by the person or not, unless the garbage shall be enclosed in a collection container meeting the requirements of this chapter. (Ord. passed 6-19-2018)

**§ 52.06 SCAVENGING.**

It is unlawful for any person to scavenge or salvage any trash or recyclables at the curb, alley, or right-of-way from containers. Materials so placed shall be removed only by the service provider. (Ord. passed 6-19-2018)

**§ 52.07 BURNING.**

No garbage, tires, creosote, or other matter from which dense smoke or offensive odors emanate during combustion shall be burned outside of any building, or inside any building in a fireplace, wood stove, or other wood-fired appliance. (Ord. passed 6-19-2018)

**§ 52.99 PENALTY.**

(A) Any person violating this chapter shall be subject to the general penalty provision of § 10.99.

(B) Further, any person violating this chapter shall be subject to a civil action for the recovery of any damages occurring as a result of the violation(s). (Ord. passed 6-19-2018)

11G

CHAPTER 131: FIREWORKS

Section

- 131.01 Reasonable hours/dates
- 131.02 Enforcement
- 131.03 Violation
- 131.04 Conflict

§ 131.01 REASONABLE HOURS/DATES.

(A) It shall be unlawful for a person to discharge fireworks within the town limits, except during the period beginning June 27 and extending through July 5, and during the period beginning December 28, and extending through January 1, as permitted within SDCL § 34-37-16.1.

(B) It shall be further unlawful for a person to discharge fireworks within the town limits during the times outside of 9:00 a.m. to 10:00 p.m. beginning June 27 and extending through July 2; 9:00 a.m. to 12:00 midnight on July 3; 9:00 a.m. to 2:00 a.m. on July 4; 9:00 a.m. to 12:00 midnight July 5; 9:00 a.m. to 10:00 p.m. December 28 through December 29; 9:00 a.m. to 12:00 midnight December 30; 9:00 a.m. to 2:00 a.m. December 31; and 9:00 a.m. to 12:00 midnight January 1.

(Ord. 9.09, passed 5-1-2012) Penalty, see § 10.99

Please see 2nd Page for revision to 131.01.

§ 131.02 ENFORCEMENT.

The Department of Public Safety, together with all law enforcement officers of the state and its political subdivisions, shall be charged with the enforcement of the provisions of this chapter.

(Ord. 9.09, passed 5-1-2012)

§ 131.03 VIOLATION.

Except where a penalty is specifically provided, a violation of the provisions of this chapter is a Class 1 misdemeanor.

(Ord. 9.09, passed 5-1-2012)

Change 131.01 (A) to read

(A) It shall be unlawful for a person to discharge fireworks within town limits.

1. Whenever the National Weather service has declared Grassland fire danger high, very high, or extreme
2. High wind watch or warning
3. Custer Co. has issued a Red Flag Warning
4. Without final approval by the Hermosa Board of Trustees
5. Exception, only if all above criteria has been met, can fireworks be discharged during the period beginning June 27 through July 5, and during the period beginning December 28 through January 1, as permitted within SDCL 34-37-16.1.

# How will the rate increase impact water/sewer revenue?

12c

The table below shows projected yearly additional revenue if the town's proposed rate changes are approved.

## WATER

|  | #   | Current       | Proposed | Yearly Additional Revenue |
|--|-----|---------------|----------|---------------------------|
| Residential-In town                      | 209 | \$21.00       | \$31.00  | \$25,080.00               |
| Residential-Out of town                  | 12  | \$40.00       | \$55.00  | \$2,160.00                |
| Commercial-In Town                       | 18  | \$40.00       | \$55.00  | \$3,240.00                |
| Commercial-Out of Town<br>Post 303, OLPH | 2   | \$50.00       | \$65.00  | \$360.00                  |
| N.Hermosa Water Users                    | 15  | \$21.00       | \$31.00  | \$1,800.00                |
| Prairie Winds Mobile Park                | 13  | \$21.00       | \$31.00  | \$1,560.00                |
| Bulk Water-Treated                       |     | \$50.00       |          |                           |
|  |     | 3,000 or more |          |                           |
|  |     |               |          | \$34,200.00               |

## SEWER

|                           | #   | Current | Proposed | Yearly Additional Revenue |
|---------------------------|-----|---------|----------|---------------------------|
| Residential-In town       | 209 | \$21.00 | \$31.00  | \$25,080.00               |
| Residential-Out of town   | 4   | \$40.00 | \$55.00  | \$720.00                  |
| Commercial-In Town        | 15  | \$40.00 | \$55.00  | \$2,700.00                |
| Commercial-Out of Town    | 2   | \$50.00 | \$65.00  | \$360.00                  |
| Prairie Winds Mobile Park | 13  | 21.00   | 31.00    | 1,560.00                  |
|                           |     |         |          | \$30,420.00               |



**DEPARTMENT of AGRICULTURE  
and NATURAL RESOURCES**

FYI

JOE FOSS BUILDING  
523 E CAPITOL AVE  
PIERRE SD 57501-3182  
danr.sd.gov

July 1, 2021

Ms. Vicki Henrichsen, Board President  
City of Hermosa  
PO Box 298  
Hermosa, SD 57744

*corrected @ DANR*

Dear Ms. Henrichsen:

On June 24, 2021, the Board of Water and Natural Resources approved the placement of the Hermosa Sanitary Sewer Lagoon Expansion Project onto the State Water Facilities Plan. Please remember that placement of your project onto the State Water Facilities Plan provides no guarantee of funding. Placement on the State Water Facilities Plan only makes the project eligible to apply to the department's programs for funding consideration. Your project will remain on the State Water Facilities Plan through calendar year 2022.

All of the department's funding programs allow for pre-application meetings if needed. If you would like to visit with staff prior to completing the funding application for your project, please contact us and one will be arranged. Quarterly funding applications are due the 1<sup>st</sup> of January, April, July and October throughout the year.

If you have any questions about the State Water Planning process or about any of the funding applications, please contact Tyler Zettl at (605) 773-4216 or by e-mail at [Tyler.Zettl@state.sd.us](mailto:Tyler.Zettl@state.sd.us).

Congratulations on your placement onto the State Water Facilities Plan.

Sincerely,

Michael A. Perkovich, P.E.  
Program Administrator  
Environmental Funding Program

cc: Bill Lass, Black Hills Council of Local Governments, Rapid City  
Zachary J. Grapentine, E.I., Interstate Engineering, Spearfish