

HERMOSA TOWN BOARD



EXECUTIVE SESSION
TUESDAY, MAY 17, 2022 @ 5:00pm

REGULAR MEETING
TUESDAY, MAY 17, 2022 @ 6:00pm

- 1) **ROLL CALL:**
 - A. BOT Roll Call: Henrichsen, Holsworth, King, Kramer, 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) **CONSENT CALENDAR:**
 - A. Approval of the May 2, and May 9, special meeting minutes and May 3, regular meeting minutes
- 4) **CONFLICT OF INTEREST DECLARATION**
- 5) **CLAIMS:**
 - A. Review payroll and claims
 - B. Motion to approve the claims as presented/amended
- 6) **LAW ENFORCEMENT/ ABATEMENTS/COMPLAINTS:**
 - A. Committee report
 - B. Homeland Security Grant Award
 - C. Custer County Log
 - D. Custer County contract for law enforcement
- 7) **LEGAL:**
 - A. Prepare Extraterritorial Agreement with Pennington County (Platting, Building)
Letter to Pennington County
- 8) **ENGINEER:**
 - A. Water Rehab Project (WRT System): pending due to awaiting results from water test
 - B. Hermosa Sidewalk Project
 - C. Sewer Project (Lagoon expansion)
 - D. Water/Sewer Facility Plans
 - E. Town of Hermosa Water and Sewer Extension Project
Approval of Change Order 2
 - F. Hermosa Hills Drainage
 - G. Whitney Street Drainage
SDARWS Report
 - H. Hermosa School Certificate of Occupancy
 - I. 5th Street repair discussion
 - J. Roy's Drive In Sewer Line
 - K. Facility Plan for Booster, Water Meters
- 9) **PLANNING & ZONING:**
 - A. P&Z April 26, 2022, minutes
- 10) **PUBLIC WORKS**
 - A. Committee Report
 - B. Streets, Street Light Repairs, Water & Sewer Department Updates
 - C. Land Application Contract
 - D. SDARWS, Daily readings/spreadsheet?
 - E. Booster pump fitting, Ferguson bid proposal
 - F. Bulk water meter discussion

- 11) **FINANCE OFFICE:**
A. Monthly financials
A. Department updates
- 12) **OLD BUSINESS:**
A. Annexation: Gunbo Lilly, Fairgrounds Place, McDermand Street
B. Town Sign, pending
C. Town Office: Deck Staining, pending
D. Library: Deck Staining, Mud Jacking, pending
- 13) **NEW BUSINESS:**
A. Travis Bies, Custer Co Commissioner Candidate Introduction
B. Approval of Retail (on-off sale) Malt Beverage & SD Farm Wine Renewal:
1) Corner Pantry Travel Center: License #RB2776
2) Pop's Grocery: License #RB-25133
3) Hermosa Community Center: License #27834
C. Hermosa-Fairburn Food Pantry
Approval to sign lease
D. ARPA Grant
Approval to sign
- 14) **ITEMS FROM CITIZENS:** No action will be taken (3-minute time limit per speaker)
Meetings of the Board of Trustees are open to the public. The audience will be allowed to comment on specific agenda items during the time allotted on the agenda for those items, according to established procedures of the Board. This is a time for members of the public to express concerns or discuss issues having relevance to the town. Anyone wishing to address the Board during this time shall be asked to identify themselves. The number of presentations and time allotted to individuals may be limited by the board president and individuals shall refrain from discussing personalities. The president at his discretion, may recognize patrons at other times during the board meeting. No action will be taken by the board on any issue related without being first placed on a future agenda, by the board, to allow for proper notice.
- 15) **TRUSTEE INPUT:**
- 16) **EXECUTIVE SESSION:**
A. Motion to enter Executive Session allowable by SDCL 1-25-2.1 – Legal/Personnel/Contract
B. Motion to exit out of Executive Session
C. Motions resulting from Executive Session
- 17) **ADJOURN:**
Motion by _____; second by _____ to adjourn the meeting at _____ pm.

HERMOSA TOWN BOARD
SPECIAL MEETING
MONDAY, MAY 2, 2022 @ 2:00pm



ROLL CALL: President Holsworth called the meeting to order at 2:00 pm with the following members present: Holsworth, Kramer, Schumack, Henrichsen absent. ACES, Johnson and Boddicker and interested citizens in attendance. Pledge of Allegiance led by Holsworth.

CALL FOR CHANGES: Motion made and seconded to approve agenda as presented; motion carried.

NEW BUSINESS: Annexation meeting preparation: meeting was held to discuss annexation procedures. The Public Hearings are scheduled for May 3, 2022, on the three Resolutions of Intent to Annex. All resolutions must be read in entirety, three separate hearings. Questions regarding annexing unplatted territory. State statute (9-4-5) reads, "Annexation of unplatted territory subject to approval by county commissioners. No such resolution describing unplatted territory therein may be adopted until it has been approved by the board of county commissioners of the county wherein such unplatted territory is situate. For the purposes of this section, unplatted territory is any land which has not been platted by a duly recorded plat or any agricultural land as defined in 10-6-110.

The Resolution of Intent to Annex Gumbo Lily and Resolution of Intent to Annex Fairgrounds Place are required to be heard by the Custer County Commissioners for their deliberation. Question also regarding annexing property with a road district, of which a few of the properties in the resolution of intent to annex do have a road district. Johnson will research this issue. Public Hearings scheduled for May 3, 2022, will proceed but will not be voted on until the Commissioners meet to deliberate. Operating Agreement: discussion whether malt beverage licensees should be given an Operating Agreement. Action to be taken at the May 3, 2022, meeting.

ITEMS FROM CITIZENS: None.

EXECUTIVE SESSION: None.

TRUSTEE INPUT: None.

ADJOURN: Motion made and seconded to adjourn the meeting at 3:43 pm; vote; all ayes, motion carried.

Dan Holsworth, Town Board President

ATTEST:

Gail Boddicker, Finance Officer
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HERMOSA TOWN BOARD
PUBLIC HEARING FOLLOWED BY REGULAR MEETING
Tuesday, May 3, 2022 @ 6pm



ROLL CALL: Holsworth called the meeting to order at 6:00 pm, with the following members present; Henrichsen, Holsworth, Kramer and Schumack. Johnson, Berg, Finch and Ferguson and citizens were also in attendance. Pledge of Allegiance led by Holsworth.

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

PUBLIC HEARING

Public Hearing for 03-2022 Resolution of Intent to Annex – Fairgrounds Place

Motion made and seconded to enter Public Hearing at 6:02; vote; all ayes, motion carried. Public Hearing to discuss plans for annexation. Board members heard objections and endorsements for annexing Fairgrounds Place properties. Per Robert's Rules of Order, motion made and seconded to remove three citizens from the meeting; vote; all ayes, motion carried. Discussion regarding agricultural territories. Motion made and seconded to amend the resolution to provide for the new paragraph:

NOW, THEREFORE, BE IT RESOLVED the Board of Trustees for the Town of Hermosa hereby declares an, "Intent to Annex" the following contiguous territory:

1. The territory subject to this Resolution of Intent to Annex Contiguous property consists of agricultural territory as defined at SDCL § 9-4-5 and SDCL § 10-6-110 as follows:

Description:

- a. Neugebauer Tract 2 & 3 Located in E 1/2, NE 1/4, Section 32, T2S, R8E, BHM, Custer County
- b. PT of W2E2NE4 SEC 32 T2 R8 MHBLs – Neugebauer Tract 3, Located in E 1/2, N 1/4, Section 32, T2S R8E, BHM Custer County

These agricultural territories will require the approval of the Custer County Commissioners prior to the adoption of this resolution. Vote; all ayes, motion carried. Motion made and seconded to adjourn Public Hearing for 03-2022 Resolution of Intent to Annex – Fairgrounds Place at 6:54pm, vote; all ayes, motion carried. Motion made and seconded to send the amended Resolution of Intent to Annex – Fairgrounds Place to Custer County Commissioners for approval due to the fact agricultural territory has been identified in the resolution; vote; all ayes, motion carried.

Public Hearing for: 04-2022 Resolution of Intent to Annex – Gumbo Lily

Motion made and seconded to enter into Public Hearing at 6:56pm; vote; all ayes, motion carried. Public Hearing to discuss plans for annexation. Board members heard citizen's concerns and questions regarding the annexation process. Motion made and seconded to adjourn the Public Hearing for 04-2022 Resolution of Intent to Annex – Gumbo Lily, Public Hearing at 7:37pm; vote; all ayes, motion carried. Motion made and seconded to amend 04-2022 Resolution of Intent to Annex – Gumbo Lily to create the paragraph which will identify the agricultural territory, to be submitted to the Custer County Commissioners to approve the agricultural land.

Public Hearing for 05-2022 Resolution of Intent to Annex – McDermand Street

Motion made and seconded to enter into Public Hearing at 7:37pm; vote; all ayes, motion carried. Public Hearing to discuss plans for annexation. Board members heard citizen's concerns and questions regarding the annexation process. Motion made and seconded to adjourn the Public Hearing for 05-2022 Resolution of Intent to Annex – McDermand Street at 7:51pm; vote; all ayes, motion carried. Motion made and seconded to table this resolution pending the Custer County Commissioners rendering and decision of 03-2022 Resolution of Intent to Annex – Fairgrounds Place and 04-2022 Resolution of Intent to Annex – Gumbo Lily; all of the resolutions will be voted on at the same time; vote; all ayes, motion carried.

Motion made and seconded to enter into regular meeting at 7:55pm; vote; all ayes, motion carried.

CALL FOR CHANGES: Motion made and seconded to accept the agenda as presented; vote all ayes, motion carried. A&B Business Solutions Monthly Charge, \$599.81; Black Hills Cooperative Inc, Monthly Charge, \$3,310.55; Southern Hills Publishing, Monthly publications, \$760.36; Ferguson, Chuck, April 2022 Contract, \$2,446.34; Johnson Law Office, April 2022 services, \$493.00; Lingo, Monthly billing, \$31.61; Morris, Mandy, Accounting assistance, \$570.00; Mt. Rushmore Telephone Company, Monthly billing, \$240.02; Northwest Pipe Fittings, Valve box, sawzall blade, pipe, Anode Connection, \$225.18; Office Depot, Office supplies, \$152.61; Pioneer Bank & Trust, 2 Signature Account Charge, April, \$25.00; Rural Development (RD1), April 2022 Payment, \$1,278.00; Rural Development (RD2), April 2022 Payment, \$417.00; Rural Development (RD), April 2022 Payment, \$222.00; SDML, District 9 meeting, \$156.00; South Dakota 811, Message fees January - March 2022, Voice Out Charge, \$74.97; Time Rental, Jackhammer, Air compressor, \$220.40; Troy's Tree Stump Removal, mobilization, contractor's permit, \$275.00; Verizon Connect, Monthly billing, \$32.38; Payroll related: Board of

President, motion made and seconded to cease nominations; vote; all ayes, motions carried. Motion made and seconded to remove King and Vice President nomination from agenda; vote; all ayes, motion carried.

ITEMS FROM CITIZENS: None.

TRUSTEE INPUT: Henrichsen: good meeting. Kramer: good job. Schumack: apologized to Ferguson for the insult hurled at him earlier in the evening by citizen. Holsworth: thanked members for their time. Will continue to work together as a team and strive to keep the meetings in a professional format. Meeting tomorrow with Dollar General to go over the drainage and landscaping.

ADJOURN: Motion made and seconded to adjourn the meeting at 9:30pm; vote; all ayes, motion carried.

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ATTEST:

Gail Boddicker
Finance Officer

Dan Holsworth
Town Board President

HERMOSA TOWN BOARD
SPECIAL MEETING
MONDAY, MAY 9, 2022 @ 2:00pm



ROLL CALL: President Holsworth called the meeting to order at 1:59 pm with the following members present: Henrichsen, Holsworth, Kramer and Schumack. ACES, Boddicker and interested citizens in attendance. Pledge of Allegiance led by Holsworth.

CALL FOR CHANGES: No consent calendar.

NEW BUSINESS: SD DANR re: Water Facility Plan Deferment: Special meeting was scheduled to meet (via Zoom) with SD DANR regarding the funding for the Drinking Water Facilities Application. DANR deferred a grant for the water project because the town's plan does not include regionalization. They believe the most cost-effective solution for the town to provide water to its citizens is to purchase bulk water from Southern Black Hills Water System (SBHWS) and they do not support a grant. Berg requested to gather SBHWS rates data, the rates associated with the town drilling a new well, and report at a future meeting. DANR requested the board inform them in early June whether the town plans to request a loan for the new well. **Removal of Citizen from Office:** Motion made and seconded to table this item in order for town attorney to be present; vote; all ayes, motion carried. **Asset Management & Mapping:** Dybvig reported on the seminar she attended regarding mapping and asset management. Dybvig has volunteered to help with mapping utilities in the town, documenting leak repairs, meter warranties, etc. Motion made and seconded to approve purchase of a GPS unit and iPad, discussion; vote; all ayes, motion carried. Motion made and seconded to amend the motion to approve the purchase of cords, attachments, protective coverings; vote; all ayes, motion carried. **Metering Technology:** Motion made and seconded to schedule a paid Work Session with BOT and P&Z members on June 22, 2022, at 6:00 p.m. to hear presentation by Metering and Technology Solutions representative to learn about electronic meters.

ITEMS FROM CITIZENS: Questioned whether the revised application to DANR will request funding for a booster station for fall consideration; reply: yes. Discussion regarding the details of the next DANR meeting on June 23; no action. Citizen brought in her filter to show her concern with the discoloration of the filter.

EXECUTIVE SESSION: Motion made and seconded to adjourn meeting at 3:27 and enter into executive session; vote; Henrichsen, nay; Holsworth, Kramer, Schumack, aye; motion carried. Motion made and seconded to adjourn executive session at 4:00 pm; vote; all ayes, motion carried. No motions needed when coming out of executive session.

TRUSTEE INPUT: Schumack, Henrichsen, Kramer: good, informative meeting; Holsworth: thanked everyone for their time and realizes the board has work to do to make important decisions for the citizens.

ADJOURN: Motion made and seconded to adjourn the meeting at 4:01 pm; vote; all ayes, motion carried.

Dan Holsworth, Town Board President

ATTEST:

Gail Boddicker, Finance Officer

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Claims for Approval 5-17-2021

A&B Business Solutions	Staples	\$	81.18
ACES	Permit invoices	\$	2,315.00
Dybvig, Jill	Mileage, meals, Pierre, mapping seminar	\$	250.88
5833	Inspections, valve box repair, Repair on tower hill	\$	5,833.00
Golden West Technologies	Recurring billing 5/1/22 - 5/31/2022	\$	563.50
Payment Service Network		\$	131.20
Pennington Co Highway Department	Road patching	\$	9,700.76
Pioneer Bank & Trust	Harbar Freight, mileage to Custer, office supplies, postage	\$	870.41
Sander Sanitation	Spring Clean-up	\$	3,901.53
Verizon Connect	Monthly billing	\$	32.38
Payroll related:			
Payroll	Board of Trustees		
Payroll	Finance Department	\$	2,800.35
Payroll	Planning & Zoning		
Payroll	Janitorial		
Payroll	Meter		
Gail Boddicker	Health insurance	\$	200.00
EFTPS	941 payroll tax deposit	*	\$ 656.55
Health Pool of South Dakota	Monthly premium		
SD Retirement Fund			
TOTAL			

Gail Boddicker

From: mjohn26477@aol.com
Sent: Tuesday, May 10, 2022 9:24 AM
To: Gail Boddicker
Subject: Fwd: Hermosa/Penn Co Extraterritorial Agreement

FYI. Does not appear the Pennington County Commissioners are very interested in entering into the agreement. (See email below from Megan Krueger) Please forward to the BOT.

Thanks.

Best,

Mitchell D. Johnson

Attorney at Law
2902 West Main Street STE 1
Rapid City, SD 57702
TEL. 605-343-7842
Cell 605-381-6464
email: mjohn26477@aol.com

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From: megan.krueger@pennco.org
To: mjohn26477@aol.com
Sent: 5/9/2022 8:03:08 AM Mountain Standard Time
Subject: RE: Hermosa/Penn Co Extraterritorial Agreement

Mr. Johnson,

The Board has not shown a great deal of interest in the Agreement as it is currently written. There are significant concerns regarding its compliance with SDCL chapters 11-2 and 11-6 for establishing joint jurisdictional zoning. If it were re-written and a plan was put in place to observe the requirements of the above chapters, there would likely be more interest.

Megan

From: MITCHELL JOHNSON <mjohn26477@aol.com>
Sent: Friday, May 6, 2022 2:20 PM
To: Krueger Megan <megan.krueger@pennco.org>
Subject: Fwd: Hermosa/Penn Co Extraterritorial Agreement

HERMOSA PLANNING & ZONING BOARD
REGULAR MEETING
May 10, 2022 @ 6:00pm



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

CALL FOR CHANGES: Motion made; seconded to accept the agenda as presented. Vote; all aye; motion carried.

CONSENT CALENDAR: Motion made; seconded to approve the April 26, 2022, meeting minutes; Vote; all aye; motion carried.

OLD BUSINESS:

NEW BUSINESS:

Permit 2022-16; G&G Subdivision; Lot A5, Parcel 015093; 102 N. Ferguson St.; Discussion included where the street would be located to the property. A call was made to Mr. Hunsaker and he indicated he will be accessing the property off of Ingalls through a public easement. Easement attaches to the alley located to the west of the trailer park. Water, sewer, and electric hook-ups are located in the alley on both sides. The width of the alley is approximately 10 feet wide. Board requested a Pre-Inspection from Ferguson regarding the utilities. Board made a motion at 6:20pm to adjourn the meeting to go look at the property to see where the proposed access will be located, motion seconded; vote; all aye; motion carried. Meeting called back to order at 6:34pm. After reviewing both access areas. A concern was raised if emergency vehicles would have access and a turnaround from Ingalls. Board would like to make a recommendation the access to the property be from N. Ferguson. Motion made and seconded to request Pre-Inspection Form be completed by Chuck Ferguson regarding the utilities and access to property be from N. Ferguson; vote; all aye; motion carried. Permit still pending awaiting pre-inspection and updated information on the subject of street access.

REVIEW BOT MINUTES:

April 19, 2022 - Regular Meeting

May 2, 2022 – Special Meeting

May 3, 2022 – Public Hearing and Regular meeting.

ORDINANCE REVIEW & WORK ITEMS:

Concrete Ordinance; Ordinance to provide for the uniform and safe construction of sidewalks within the town of Hermosa along with additional information regarding the uniform and safe construction of concrete work including but not limited to sidewalks, curbs, driveways, of slabs within the town of Hermosa. Harris provided new draft of proposed ordinance. Board would like to add wording to include the ordinance applies to work done in the Right-of-Way and public property, not private property. Citizen suggested adding information regarding preparation of proper subbase. Board will consider adding requirements on reinforcement and rebar. Harris encouraged board members to take home for review and bring back recommendations to next meeting; Pending Annexation Study; Pending Review of 2018 Comprehensive Plan; Pending

TRUSTEE INPUT: Member asked questions regarding floodplain insurance and how to get rates lowered. Harris recommended they call an Engineer and see if they qualify for a LOMA (Letter of Map Amendment). Waltman explained that it was a document establishing the homes elevation in comparison to the flood plain,

CITIZEN INPUT: Citizen voiced concern regarding the town's larger projects designed by the engineer. Citizen wants to request that perhaps we should have a second engineer review the projects. Having a second engineer review the projects could save the town money on expensive change orders in the future. Board agreed to look into enforcing the idea either with a policy or ordinance change.

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

ADJOURN: Motion made, seconded to adjourn the meeting at 7:41 pm; Vote; all aye; motion carried.

Joan Harris, Planning & Zoning Board President

Jill Dybvig, Administrative Assistant

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

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TOWN OF HERMOSA
***Check Reconciliation©**
RECON

10100 CASH/10700 CASHRSRV/10800 DPSTRSRV
April 2022

Account Summary

Beginning Balance on 4/1/2022	\$703,359.03
+ Receipts/Deposits	\$139,718.41
- Payments (Checks and Withdrawals)	\$248,891.34
Ending Balance as of 4/30/2022	\$594,186.10

Cleared Statement	\$594,186.10
Difference	\$0.00

Cash Balance

Active 101-10100 GENERAL FUND	\$237,759.23
Active 101-10700 GENERAL FUND	\$0.00
Active 211-10100 BBB Gross Receipts Tax Fund	\$47,193.06
Active 272-10100 FEMA FUND/CONSTRUCTION ACCT	\$429.11
Active 301-10100 DEBT SERVICE FUND	\$43,489.68
Active 602-10100 WATER FUND	\$106,855.26
Active 602-10700 WATER FUND	\$6,883.38
Active 602-10800 WATER FUND	\$8,335.50
Active 604-10100 SEWER FUND	\$105,504.94
Active 604-10700 SEWER FUND	\$313.83
Cash Balance	\$556,763.99

Begining Balance	\$703,359.03
+ Total Deposits	\$147,458.45
- Checks Written	\$294,053.49
Check Book Balance	\$556,763.99
Difference	\$0.00

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Pioneer Bank & Trust
10100 CASH

Check Nbr	Vendor Name	Check Date	Outstanding	Cleared
Deposit	01-20-22CS	1/20/2022	(\$399.88)	
Deposit	02-15-22UB	2/15/2022	(\$1,572.45)	
Deposit	03-22-22PSN	3/22/2022	(\$216.77)	
Deposit	03-20-22PSN	3/30/2022	(\$10.00)	
Deposit	03-20-22PSN	3/30/2022	(\$90.00)	
Deposit	03-31-22UB	3/31/2022		(\$1,747.65)
Deposit	03-31-22UB	3/31/2022		(\$0.01)
Deposit	04-01-22PSN	4/1/2022		(\$87.60)
Deposit	04-01-22UB	4/1/2022		(\$944.35)
Deposit	04-04-22PSN	4/4/2022		(\$357.50)
Deposit	04-04-22UB	4/4/2022		(\$978.45)
Deposit	04-04-22UB	4/4/2022		(\$78.73)
Deposit	04-06-22PSN	4/6/2022		(\$552.97)
Deposit	04-06-22PSN	4/6/2022		(\$18.00)
Deposit	04-06-22PSN1	4/6/2022		(\$86.50)
Deposit	04-07-22UB	4/7/2022		(\$726.81)
Deposit	04-07-22UB	4/7/2022		(\$2.19)
Deposit	040822REC	4/8/2022		(\$1,352.00)
Deposit	04-11-22PSN	4/11/2022		(\$2,015.39)
Deposit	04-11-22PSN	4/11/2022		(\$86.50)
Deposit	04-11-22PSN1	4/11/2022		(\$277.65)
Deposit	04-11-22UB	4/11/2022		(\$1,262.05)
Deposit	04-11-22UB	4/11/2022		(\$3.50)
Deposit	04-12-22CS	4/12/2022		(\$418.45)
Deposit	041522REC	4/15/2022		(\$3,385.48)
Deposit	04-18-22PSN	4/18/2022		(\$150.00)
Deposit	04-18-22PSN	4/18/2022		(\$3,316.18)
Deposit	04-18-22PSN1	4/18/2022		(\$6.88)
Deposit	04-18-22PSN1	4/18/2022		(\$1,672.51)
Deposit	04-18-22UB	4/18/2022		(\$41.49)
Deposit	04-18-22UB	4/18/2022		(\$3,115.14)
Deposit	04-19-22PSN	4/19/2022		(\$267.62)
Deposit	04-19-22UB	4/19/2022		(\$171.58)
Deposit	04-19-22UB	4/19/2022		(\$1,280.46)
Deposit	04-20-22UB	4/20/2022		(\$579.56)
Deposit	04-20-22UB	4/20/2022		(\$2.00)
Deposit	04-20-22UB1	4/20/2022		(\$17.98)
Deposit	04-20-22UB1	4/20/2022		(\$168.52)
Deposit	04-20-22PSN	4/20/2022		(\$176.85)
Deposit	04-20-22PSN1	4/20/2022		(\$265.10)
Deposit	DRR 04 20 2022	4/20/2022		(\$616.05)
Deposit	CC Receipts	4/20/2022		(\$10,782.27)
Deposit	04-22-22UB	4/22/2022		(\$233.00)
Deposit	042422REC	4/24/2022		(\$71,279.72)
Deposit	04-25-22PSN1	4/25/2022		(\$259.01)
Deposit	04-25-22PSN	4/25/2022		(\$93.10)
Deposit	04-26-22UB	4/26/2022		(\$611.00)
Deposit	04-26-22UB	4/26/2022		(\$2.00)

TOWN OF HERMOSA

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Pioneer Bank & Trust
10100 CASH

Check Nbr	Vendor Name	Check Date	Outstanding	Cleared
Deposit	04-27-22PSN	4/27/2022	(\$97.50)	
Deposit	04-28-22PSN	4/28/2022	(\$38.93)	
Deposit	04-28-22PSN1	4/28/2022		(\$113.00)
Deposit	04-28-22UB	4/28/2022		(\$1,319.15)
Deposit	04-29-22PSN	4/29/2022	(\$92.91)	
Deposit	042922REC	4/29/2022	(\$2,444.65)	
Deposit	04-29-22UB	4/29/2022	(\$2,590.45)	
Deposit	04-29-22UB1	4/29/2022	(\$155.02)	
Deposit	04-29-22UB1	4/29/2022	(\$31.48)	
Deposit	April 2022 INT	5/3/2022		(\$9.60)
Deposit	DRR 04 08 2022	5/3/2022		(\$1,346.89)
Deposit	DRR 04 29 2022	5/3/2022		(\$27,439.97)
001059E	Pioneer Bank & Trust	4/4/2022		\$278.98
001060E	Mt Rushmore Telephone	4/4/2022		\$240.02
001061E	PAYMENT SERVICE NETWORK	4/5/2022		\$132.85
001062E	US Bank	4/5/2022		\$3,820.54
001063E	Rural Development	4/5/2022		\$222.00
001064E	Rural Development	4/5/2022		\$1,278.00
001065E	Rural Development	4/5/2022		\$417.00
001066E	A & B Business Equipment, Inc.	4/5/2022		\$555.54
001067E	BH Electric Coop	4/5/2022		\$3,875.43
001068E	Sanders Sanitation	4/5/2022		\$2,933.75
001069E	EFTPS	4/11/2022		\$671.38
001070E	EFTPS	4/28/2022		\$932.11
001071E	Pioneer Bank & Trust	5/3/2022		\$25.00
001078E	LINGO	5/3/2022		\$31.61
014739	LEISING, COURTNEY	7/31/2018	\$28.00	
014897	TAYLOR, KIM	12/4/2018	\$14.00	
014979	REICHARDT-GUNHAMMER, DUSTIN	2/4/2019	\$16.38	
015186	VERIZON CONNECT NWF, INC	7/18/2019	\$37.90	
015252	PENA, RAY	9/3/2019	\$32.75	
015360	ALFSON, RICK	12/3/2019	\$50.00	
015544	BIRCH COMMUNICATIONS	4/7/2020	\$23.09	
015702	BIRCH COMMUNICATIONS	7/17/2020	\$25.32	
015777	SCHREURS, ASHLEY	9/2/2020	\$105.63	
015832	Mt Rushmore Telephone	10/8/2020	\$219.55	
015928	Karp, Mike	12/16/2020	\$16.50	
015959	Impressions Rubber Stamp, Inc.	1/8/2021	\$45.74	
016091	JONES, NORMAN	4/8/2021	\$5.67	
016166	ALEXANDER, ASHLEY	6/3/2021	\$34.91	
016174	Holsworth, Dan & Deb	6/3/2021	\$15.40	
016266	CHILDRESS, ERIN	7/22/2021	\$27.83	
016282	A & B Business Equipment, Inc.	8/3/2021	\$586.75	
016387	MAYCLIN, MARK AND CLEONE	10/5/2021	\$67.37	
016388	MCLAUGHLIN, ALYSSA	10/5/2021	\$3.85	
016427	ALLEN, TYLER	11/3/2021	\$5.02	
016531	MAUDE, LEANN	1/6/2022	\$25.00	
016553	Kramer, Linda M.	1/31/2022		\$96.61

TOWN OF HERMOSA

05/04/22 12:13 PM

Page 4

*Check Reconciliation©

Pioneer Bank & Trust
10100 CASH

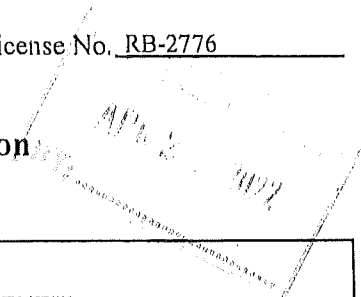
Check Nbr	Vendor Name	Check Date	Outstanding	Cleared
016585	Kramer, Linda M.	2/28/2022		\$86.91
016606	FASTENAL	3/16/2022		\$72.82
016628	Boddicker, Gail L.	3/31/2022		\$1,863.02
016629	Swier-Dybvig, Jill	3/31/2022		\$1,460.22
016630	Belt, Vonda	3/31/2022		\$152.38
016631	Henrichsen, Vicki L	3/31/2022		\$138.52
016632	Holsworth, Danny J.	3/31/2022		\$138.52
016633	King, Robert	3/31/2022		\$138.52
016634	Kramer, Linda M.	3/31/2022		\$106.31
016635	Schumack, Terri V	3/31/2022		\$138.52
016636	Clarke, Delmar	3/31/2022		\$27.70
016637	Harris, Joan E.	3/31/2022		\$258.58
016638	Holsworth, Danny J.	3/31/2022		\$83.11
016639	Schumack, Terri V	3/31/2022		\$166.23
016640	Thomason, Brett	3/31/2022		\$138.52
016641	Waltman, Lon	3/31/2022		\$166.23
016642	Ferguson, Chuck	3/31/2022		\$2,446.34
016643	Henrichsen, Vicki L	3/31/2022		\$46.17
016644	Holsworth, Danny J.	3/31/2022		\$46.17
016645	Schumack, Terri V	3/31/2022		\$46.17
016646	Banyon Data Systems	4/8/2022		\$195.00
016647	COOLAHAN TRUCKING LLC	4/8/2022		\$675.00
016648	Dakota Supply Group	4/8/2022		\$75.80
016649	DANR	4/8/2022		\$50.00
016650	Golden West Technologies	4/8/2022		\$563.50
016651	Harris, Joan	4/8/2022		\$1,688.25
016652	Hawkins, Inc.	4/8/2022		\$581.40
016653	Health Pool of South Dakota	4/8/2022		\$882.97
016654	HILT CONSTRUCTION, INC.	4/8/2022		\$12,546.00
016655	JOHNSON LAW OFFICE	4/8/2022		\$1,560.50
016656	METERING&TECHNOLOGY SOLUTION	4/8/2022		\$1,223.40
016657	Miller Construction	4/8/2022		\$1,122.00
016658	MORRIS, MANDY	4/8/2022		\$400.00
016659	Nelson's Oil & Gas	4/8/2022		\$327.95
016660	Northwest Pipe Fittings Inc	4/8/2022		\$583.99
016661	Office Depot	4/8/2022		\$115.72
016662	Rapid Rooter	4/8/2022		\$1,169.40
016663	RCS CONSTRUCTION	4/8/2022		\$173,870.57
016664	SD Retirement System	4/8/2022		\$872.82
016665	Southern Hills Publishing Inc.	4/8/2022		\$533.43
016666	STORY, MATTHEW & KARA	4/8/2022	\$101.93	
016667	United States Postal Service	4/8/2022		\$100.00
016668	USA BlueBook	4/8/2022		\$47.84
016669	Verizon Connect NWF	4/8/2022		\$32.38
016670	Boddicker, Gail L.	4/15/2022		\$1,433.42
016671	Swier-Dybvig, Jill	4/15/2022		\$994.26
016672	ACES	4/20/2022		\$21,120.00
016673	Custer County Sheriff	4/20/2022		\$2,000.00

Date Received _____
Date Issued _____

2022-2023

License No. RB-2776

Uniform Alcoholic Beverage License Application



A. Owner Name and Mailing Address

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

B. Business Name and Address

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

Owner's Telephone#: 605-342-0527

Business Telephone #: 605-255-4555

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

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

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

County: Custer

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

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

D. Legal description of licensed premise:

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

Is this License in active use? Yes [] No

Have you ever been convicted of a felony? Yes No

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

E. State Sales Tax Number: 1014-8577-ST

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

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

Date April 19, 2022 Print Name Troy Erickson Signature

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

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

For Local Government Use

Transferred (State Use)

(Seal) _____
Mayor or Chairman

From _____
Sales tax approval _____ Date _____

If disapproved, endorse reason thereon and return to applicant STATE LIQUOR AUTHORITY: APPROVAL _____ REVIEW _____

Please complete reverse side

ATTACHMENT TO:
UNIFORM ALCOHOLIC BEVERAGE LICENSE APPLICATION

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

MG OIL COMPANY
Marlyn G. Erickson & Troy M. Erickson

Loc #	Location Name	Location Address	Type of License	License Num	Owner
68	Chances Casino.5	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3005	MG Oil
69	Jokerz 7-B	Tea, SD	Retail (on-off) Malt Beverage	RB-21591	MG Oil
69	Jokerz 7	Tea, SD	Retail (on-off) Malt Beverage	RB-2528	MG Oil
69	Jokerz 7-C	Tea, SD	Retail (on-off) Malt Beverage	applied for	MG Oil
69	Jokerz 7-D	Tea, SD	Retail (on-off) Malt Beverage	applied for	MG Oil
74	Dakota Star Casino	Brandon, SD	Retail (on-off) Malt Beverage	RB-26575	MG Oil
74	Dakota Star Casino - 2	Brandon, SD	Retail (on-off) Malt Beverage	RB-3612	MG Oil
75	Dakota Star Casino - 3	Brandon, SD	Retail (on-off) Malt Beverage	RB-3167	MG Oil
76	Jokerz Too	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB 23116	MG Oil
77	Jokerz 3	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-2751	MG Oil
78	Jokerz 4	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-3119	MG Oil
78	Jokerz 5	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-24624	MG Oil
78	Jokerz 6	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-24623	MG Oil
80	Happy Jacks of Pierre #3	Pierre, SD	Retail (on-off) Malt Beverage	RB-22511	MG Oil
80	Happy Jacks of Pierre #2	Pierre, SD	Retail (on-off) Malt Beverage	RB-22518	MG Oil
80	Happy Jacks of Pierre #1	Pierre, SD	Retail (on-off) Malt Beverage	RB-3449	MG Oil
81	Happy Jacks East	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3006	MG Oil
81	Happy Jacks Too	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3657	MG Oil
84	Happy Jacks I-90	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2996	MG Oil
85	Happy Jacks Summerset 2	Summerset, SD	Retail (on-off) Malt Beverage	RB-18919	MG Oil
85	Happy Jacks Summerset	Summerset, SD	Retail (on-off) Malt Beverage	RB-2318	MG Oil
86	Happy Jacks Omaha	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3810	MG Oil
89	Happy Jacks Sioux Falls	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-3379	MG Oil
91	Happy Jacks Sioux Falls III	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-3385	MG Oil
92	Happy Jacks Sioux Falls IV	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-26636	MG Oil
92	Happy Jacks Sioux Falls IV - B	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-26719	MG Oil
93	Toby's Casino North II	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3044	MG Oil
93	Toby's Casino North I	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3219	MG Oil
94	Toby's Casino South Too	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3538	MG Oil
94	Toby's Casino South	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3593	MG Oil
97	Jokers Casino South	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2808	MG Oil
97	Jokers Casino South II	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3508	MG Oil
98	Jackpot Casino Too #2	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2343	MG Oil
98	Jackpot Casino Too #3	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2969	MG Oil
98	Jackpot Casino Too	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2995	MG Oil
99	Valley Square Casino	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3594	MG Oil
99	Valley Square Sports Pub	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3599	MG Oil
605	Village Bowl 5	Mitchell, SD	Retail (on-off) Malt Beverage	RB-23601	MG Oil
605	Village Bowl 2	Mitchell, SD	Retail (on-off) Malt Beverage	RB-2828	MG Oil
605	Village Bowl 4	Mitchell, SD	Retail (on-off) Malt Beverage	RB-2844	MG Oil
606	Alpine Sports Bar & Casino 2	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-26751	MG Oil
607	The Lanes - B	Brookings, SD	Retail (on-off) Malt Beverage	RB-27244	MG Oil
607	The Lanes - C	Brookings, SD	Retail (on-off) Malt Beverage	RB-27245	MG Oil
608	Country Market II-B	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2964	MG Oil
750	Jokerz 8	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-26743	MG Oil
750	Jokerz 8 -2	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-3116	MG Oil
777	777 Casino	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-26483	MG Oil
777	777 Casino - 2	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-27199	MG Oil
778	777 Casino A	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-27573	MG Oil
778	777 Casino B	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-27574	MG Oil
778	777 Casino C	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-27575	MG Oil
18	Corner Pantry Lacrosse #18	Rapid City, SD	Package (off-sale) Liquor	PL-4443	MG Oil
19	Corner Pantry #19	Brookings, SD	Retail (on-off Sale) Wine	RW-21522	MG Oil
20	Corner Pantry #20	Phillip, SD	Package (off-sale) Liquor	PL-4742	MG Oil
21	Corner Pantry #21	Rapid City, SD	Retail (on-off Sale) Wine	RW-19127	MG Oil
22	Metro City Corner Pantry #22	Ft. Pierre, SD	Package (off-sale) Liquor	PL-4566	MG Oil
23	Corner Pantry 23	Sioux Falls, SD	Package (off-sale) Liquor	PL-4835	MG Oil
29	Corner Pantry #29	Huron, SD	Package (off-sale) Liquor	PL-4613	MG Oil
30	Corner Pantry #30	Huron, SD	Retail (on-off Sale) Wine	RW-19267	MG Oil
43	Hop Scotch	Ft. Pierre, SD	Retail (on-sale) Liquor	RL-5591	MG Oil
45	The Park	Rapid City, SD	Retail (on-sale) Liquor	RL-5869	MG Oil
45	The Park 3	Rapid City, SD	Retail (on-sale) Liquor	RL-5870	MG Oil
45	The Park 2	Rapid City, SD	Retail (on-sale) Liquor	RL-6329	MG Oil

ATTACHMENT TO:
UNIFORM ALCOHOLIC BEVERAGE LICENSE APPLICATION

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

MG OIL COMPANY
Marlyn G. Erickson & Troy M. Erickson

Loc #	Location Name	Location Address	Type of License	License Num	Owner
53	Truck Stop Lounge	Box Elder, SD	Retail (on-sale) Liquor	RL-5383	MG Oil
54	Flying J Hermosa / Town of Hermosa	Hermosa, SD	Package (off-sale) Liquor	PL-4469	MG Oil
55	Hermosa Deli and Lounge / Hermosa	Hermosa, SD	Retail (on-sale) Liquor Sunday Sale	RL-5208	MG Oil
56	J Bar - Truck Stop Lounge North	Box Elder, SD	Retail (on-sale) Liquor	RL-5462	MG Oil
69	Jokerz 7	Tea, SD	Retail (on & Off) Sale Wine	RW-19954	MG Oil
74	Dakota Star Casino - 2	Brandon, SD	Retail (on & Off) Sale Wine	RW-23526	MG Oil
74	Dakota Star Casino	Brandon, SD	Retail (on & Off) Sale Wine	RW-23527	MG Oil
76	Jokerz Too	Sioux Falls, SD	Retail (on & Off) Sale Wine	RW-23141	MG Oil
78	Jokerz 4	Sioux Falls, SD	Retail (on & Off) Sale Wine	RW-23114	MG Oil
80	Happy Jacks of Pierre #3	Pierre, SD	Retail (on & Off) Sale Wine	RW-22512	MG Oil
85	Happy Jacks Summerset 2	Summerset, SD	Retail (on-sale) Liquor	RL-5278	MG Oil
600	18th Amendment	Sioux Falls, SD	Retail (on-sale) Liquor	RL 5930	MG Oil
600	18th Amendment - 2	Sioux Falls, SD	Retail (on-sale) Liquor	RL 6131	MG Oil
602	Billy Frog's	Sioux Falls, SD	Retail (on-sale) Liquor	RL 5203	MG Oil
603	Lie-Brary	Sioux Falls, SD	Retail (on-sale) Liquor	RL 6174	MG Oil
603	Lie-Brary - 2	Sioux Falls, SD	Retail (on-sale) Liquor	RL-26641	MG Oil
604	Red Eye	Sioux Falls, SD	Retail (on-sale) Liquor	RL-5948	MG Oil
604	Grain Bin (Red Eye 2)	Sioux Falls, SD	Retail (on-sale) Liquor	RL-5938	MG Oil
605	Village Bowl 7	Mitchell, SD	Retail (on-sale) Liquor	RL-5759	MG Oil
605	Village Bowl	Mitchell, SD	Retail (on-sale) Liquor	RL-5766	MG Oil
605	Village Bowl 6	Mitchell, SD	Retail (on-sale) Liquor	RL-6380	MG Oil
605	Village Bowl 3	Mitchell, SD	Retail (on & Off) Sale Wine	RW-6464	MG Oil
608	Alpine Sports Bar & Casino 2	Sioux Falls, SD	Retail (on-sale) Liquor	RL-28106	Alpine II LL
606	Alpine Sports Bar & Casino	Sioux Falls, SD	Retail (on-sale) Liquor	RL-6168	MG Oil
607	The Lanes	Brookings, SD	Retail (on-sale) Liquor	RL-6262	MG Oil
608	Country Market II	Rapid City, SD	Retail (on-sale) Liquor	RL-5874	MG Oil

Date Received _____
Date Issued _____

2022-2023

License No. RB-25133

Uniform Alcoholic Beverage License Application

A. Owner Name and Mailing Address

DANIEL C MARTIN
13826 BOX CANYON RD
HERMOSA, SD 57744

B. Business Name and Address

Lic # RB-25133
POP'S GROCERY
30 N FERGUSON ST
HERMOSA, SD 57744

Owner's Telephone#: (605) 255-5515

Business Telephone #: (605) 255-5977

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

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

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

County: Custer

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

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

D. Legal description of licensed premise:

Lot 1 of G:G Subdivision

Is this License in active use? Yes [] No

Have you ever been convicted of a felony? Yes No

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

E. State Sales Tax Number: 1014-0255-ST

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

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

Date May 9 2022 Print Name DANIEL C MARTIN Signature Daniel C Martin

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

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

For Local Government Use

Transferred (State Use)

(Seal) _____
Mayor or Chairman

From _____
Sales tax approval _____ Date _____

If disapproved, endorse reason thereon and return to applicant STATE LIQUOR AUTHORITY: APPROVAL _____ REVIEW _____

FACILITIES USE AND LEASE AGREEMENT

THIS AGREEMENT is made and entered into this 17th day of May 2022, between the Town of Hermosa, a South Dakota Municipal Corporation of P.O. Box 298, Hermosa, South Dakota 57744, (“Lessor”) and, Hermosa-Fairburn Food Bank (lessee), a South Dakota non-profit corporation.

RECITALS:

WHEREAS, the Town of Hermosa is the owner of the premises described below and desires to lease the premises to Hermosa-Fairburn Food Bank, a South Dakota non-profit corporation.

WHEREAS, the parties desire to enter into a lease agreement defining their rights, duties and obligations relating to the leased premises;

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, and in consideration of the mutual covenants contained herein, the adequacy and sufficiency of which is hereby acknowledged each party to the other, the parties agree as follows:

1. **Premises:** The Town of Hermosa leases the following described property to Hermosa-Fairburn Food Bank, a South Dakota non-profit corporation.

One room in the lower level of the Hermosa Town Hall located at 230 Main Street, Hermosa South Dakota

2. **Term:** Lessee leases the aforementioned premises for a period of one (1) year commencing June 1, 2022, and ending at midnight on May 31, 2023.
3. **Use of Premises:** The demised premises shall be used and occupied by the Lessee for storing food and related items and providing food and related items to persons in need, and neither the premises nor any part thereof shall be used for any unlawful use or purpose whatsoever, or for any purpose other than the foregoing purposes.
4. **Rent:** Lessee shall pay rent of \$1.00 per month.
5. **Insurance:** During the term of this Lease, the Lessee shall be responsible to keep all property of the Lessee kept on or about the leased premises insured against loss or damage. Lessee shall maintain a casualty, liability and comprehensive insurance policy acceptable to Lessor and identify the Town of Hermosa as an additional insured. Lessee shall provide proof that such insurances are in force on or before June 1, 2022 and at any other times requested by Lessor.

applicable thereto. The Lessee agrees to at all times maintain the premises in a clean and satisfactory manner, to keep all premises in good order and repair at the Lessee's expense.

10. **Nuisance:** Lessee shall not, during the term hereof, maintain, commit or permit the maintenance or commission of any nuisance on the demised premises.
11. **Default:** It is mutually agreed between the parties hereto that time of rental payment as herein specified as June 1, monthly shall be of the essence of this Lease, and that failure on the part of Lessee to timely make the rent payment, or failure on the part of Lessee to otherwise fulfill any of the covenants hereof, shall entitle Lessor, after notice of default and failure to cure as hereinafter set forth, to re-enter and retake possession of such rented premises immediately and forthwith, and to hold and enjoy the same, without such re-entry working a forfeiture of rents to be paid and the covenants to be performed by said Lessee for the remaining term of this Lease. In the event of such default or failure on the part of Lessee, and upon written notice thereof by Lessor to Lessee, which notice shall be made and delivered in accordance with Paragraph 14 hereof, ("Notices"), Lessee shall have seven (7) days within which to correct such default or failure, and, unless the same is accomplished within said period of time, Lessee shall forthwith immediately vacate said premises and give peaceable possession thereof to Lessor. Lessee shall be afforded a reasonable time within which to remove its building and structures from the leased premises.
12. **Waiver:** The waiver by Lessor of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition of any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Lessor shall not be deemed a waiver of any preceding breach by Lessee of any term, covenant or condition of this Lease, other than the failure of Lessee to pay the particular rental so accepted, regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such rent.
13. **Parties Bound:** The covenants and conditions herein contained shall inure to the benefit of and bind the heirs, successors, executors, administrators, personal representatives and assigns of the parties hereto.



**DEPARTMENT of AGRICULTURE
and NATURAL RESOURCES**

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

May 5, 2022

Re: Town of Hermosa, 2022G-ARP-144
Wastewater Lagoon Expansion & Gumbo Lily Lane Addition Improvements

Dan Holsworth, Board President
Town of Hermosa
PO Box 298
Hermosa, SD 57744

Dear President Holsworth:

I would like to congratulate the town of Hermosa for obtaining an American Rescue Plan Act grant for the Wastewater Lagoon Expansion & Gumbo Lily Lane Addition Improvements project. The grant is for \$375,400 of eligible costs.

Enclosed is the grant agreement for your project. Please have the authorized signatory sign and date the agreement, make a copy for your files, and **return the original to our office**. Also enclosed is a Payment Provisions Checklist related to the grant agreement. You cannot draw grant funds until the items listed on the checklist are submitted.

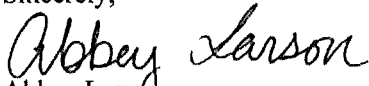
Please take note of the audit requirements outlined in item #7 of the grant agreement. Notification of total federal fund expenditures for this grant will be sent annually. It is your responsibility as a subrecipient to determine if the total federal fund expenditure amount requires a federal Single Audit and submit necessary information accordingly.

In addition, the enclosed W-9 form must be fully completed, signed, and return the original to this department.

Ensure that your entity's registration in the System for Award Management is current and unexpired and send a printout of the entity registration from sam.gov to this department.

I look forward to working with your system on this project. Please contact me at (605)394-2229 or via email at abbey.larson@state.sd.us if you have any questions.

Sincerely,


Abbey Larson

Engineer I
Environmental Funding Program

cc: Bill Lass, Black Hills Council of Local Governments, Rapid City
Leah Berg, ACES, Rapid City

**PAYMENT PROVISION CHECKLIST
OF REQUIRED DOCUMENTS
ARPA GRANTS**

Grant Number 2022G-ARR-144

The following documents, as indicated, must be submitted prior to the drawdown and receipt of any funds under this grant:

- Project plans and specifications as approved by a professional architect or engineer licensed and registered in South Dakota as outlined in Item #26 of the Grant Agreement.
- Resolution authorizing the signatory on the grant agreement and for payment requests as outlined in Item #9 of the Grant Agreement.
- Submit and complete the “Vendor ACH Authorization Form.”
- Verification of current, unexpired entity in the System for Award Management (sam.gov).

**STATE OF SOUTH DAKOTA
BOARD OF WATER AND NATURAL RESOURCES
Grant Number 2022G-ARP-144**

**Sub-Recipient Agreement
Between**

Town of Hermosa

State of South Dakota,
Acting through the South Dakota Conservancy
District,
Acting through the South Dakota Board of Water
and Natural Resources, a governmental agency, and
body politic and corporate of the State of South
Dakota

PO Box 298
Hermosa SD 57744

523 East Capitol Avenue
Pierre SD 57501-3182

Referred to as Sub-Recipient

Referred to as State

The State and Sub-Recipient hereby enter into this Agreement (hereinafter the “Agreement”) for a grant award of Federal financial assistance to Sub-Recipient.

A. REQUIRED AUDIT PROVISIONS FOR GRANT AWARDS

1. FEDERAL AWARD IDENTIFICATION

- a. Sub-Recipient’s name: Town of Hermosa
- b. Sub-Recipient’s DUNS number and unique entity identifier: 183952162
- c. Federal Award Identification Number (FAIN): SLFRP5319
- d. Federal Award Date: 08/25/2021
- e. Sub-award Period of Performance: Execution of Agreement through the 31st day of December 2026.
- f. Amount of federal funds obligated to the Sub-Recipient by this Agreement: \$375,400
- g. Total amount of federal funds obligated to the Sub-Recipient: \$375,400
- h. Total amount of the federal award committed to the Sub-Recipient: \$375,400
- i. The federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA), is as follows:

The state and local fiscal recovery funds program authorized by the American Rescue Plan Act provides funding to support urgent Covid-19 response efforts to continue to decrease spread of the virus and bring the pandemic under control; replace lost revenue for eligible state, local, territorial, and tribal governments to strengthen support for vital public services and help retain jobs; support immediate economic stabilization for households and businesses; to make necessary investments in water, sewer, and broadband infrastructure; and cover the cost of other eligible activities. activities to be performed: treasury will make direct payments to states (defined to include the district of Columbia), U.S. Territories (defined to include, Puerto Rico, U.S. Virgin Islands, Guam, Northern Mariana Islands, and American Samoa), tribes, metropolitan cities, counties, consolidated governments, and nonentitlement units of local government (through states)(collectively "eligible entities") to use the funding for the eligible purposes outlined in the program statute, treasury's implementing regulations, and guidance. end goal/expected outcomes: the state and local fiscal recovery funds program funding will: (1) provide the necessary assistance for households, small businesses, nonprofits, and impacted industries, such as tourism, travel, and hospitality to respond to the Covid-19 public health emergency or its negative impacts; (2) be used to cover premium pay to eligible workers of the governments performing essential work during the Covid-19 pandemic or used to provide grants to eligible employers that have eligible workers who perform essential work; (3) provide government services, to the extent covid-19 caused a reduction of revenues collected in the most recent full fiscal year of the government; or (4) make the necessary investments in water, sewer, or broadband infrastructure. intended beneficiaries: essential workers, households, small businesses, nonprofits, the governments of the eligible entities, the general public, etc. subrecipient activities: subrecipient activities are not known at this time.

- j. Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity: U.S. Treasury
- k. CFDA No(s) and Name(s): 21.027 Coronavirus State and Local Fiscal Recovery Funds
- l. Is the grant award for research and development (R&D)? YES ___ NO X
- m. Indirect Cost Rate for federal award: 0.00%

2. PERIOD OF PERFORMANCE OF THIS AGREEMENT:

This Agreement shall be effective upon execution by all parties and will end on the 31st day of December, 2026 unless sooner terminated pursuant to the terms hereof. The timely and expeditious use of grant funds is necessary assure availability of American Rescue Plan Act of 2021 funds for the project. To assure the funds will be expended prior to federal deadline requirements the project milestone deadlines in sections (a) though (d) of this section are hereby incorporated into the period of performance.

- a. Submit complete plans and specifications for the Project to the State on or before March 1, 2024;
- b. Execute construction contracts on or before December 31, 2024;

- c. Disbursements of 50 percent or more of the grant funds provided for this Project must be requested for reimbursement with qualifying eligible costs on or before June 1, 2026;
- d. Disbursements of 90 percent or more of the grant funds provided for this Project must be requested for reimbursement with qualifying eligible costs on or before October 1, 2026; and
- e. Final reimbursement request from Sub-Recipient must be submitted to State on or before December 1, 2026.

If the Sub-Recipient fails to meet the deadlines set forth in this section all undisbursed grant funds may be de-obligated and reverted back to the State for reallocation to other eligible projects at the sole discretion of the State. In the event that deadlines are met for only a portion of the Project, only that portion of the Project shall be eligible for grant funds. The grant amount will be adjusted based on the amount of the contract or contracts awarded in compliance with the deadlines in proportion to total construction cost for the Project as identified in the funding application.

No action or motion will be required by the Board of Water and Natural Resources to allow for the reduction of grant funds as set forth herein. The State will prepare the grant amendment with the new reduced grant amount. The Sub-Recipient is required to sign the Amendment or risk forfeiture of all State ARPA grant funds.

3. SCOPE OF WORK AND PERFORMANCE PROVISIONS:

The Sub-Recipient agrees to use the funds to undertake a Wastewater Treatment Expansion and Gumbo Lily Improvements project, which project shall be constructed in accordance with the workplan attached hereto as Exhibit A, and by this reference made part hereof. No expenditures may be incurred outside of the attached workplan without prior approval by the State or its designated agent. Eligible costs incurred prior to the effective grant award date are eligible for reimbursement, if incurred after March 3, 2021.

The State and the Sub-Recipient agree that all obligations under this Agreement are conditioned upon satisfactory compliance with the requirements outlined in the workplan which must be performed in compliance with the federal American Rescue Plan Act of 2021 (ARPA) and the U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions attached hereto as Exhibit B and by this reference made a part hereof.

4. BASIS FOR SUBAWARD AMOUNTS:

This grant is made for the purpose of a Wastewater Treatment Expansion and Gumbo Lily Improvements project and payment will be made by the State after the State reviews eligible project costs in a manner as described in section 9.

Federal Amount provided by State is	\$375,400
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If the Sub-Recipient has pledged matching grant funds for the project from non-State ARPA funds, the State ARPA grant funds will not be disbursed until those matching grant funds or an equivalent amount is expended.

Once bids open for all construction contracts included in the Project, grant funds may be adjusted by the program. If the total contract amounts are five or more percent less than the estimated project construction and contingencies as set forth in the funding application budget sheet on page 3, lines 4, 5, and 10, the grant funds will be reduced proportionally.

The reduction percentage will be determined by dividing the total contract amount by the sum of lines 4, 5, and 10 of the budget sheet.

Sub-recipient is aware of the procurement requirements set forth in the ARPA, including those requirements for engineering procurement. In the event Sub-recipient has not complied with those engineering procurement requirements as referenced in ARPA and described more fully in 2 CFR 200.317 through 200.327, the State reserves the right to issue funds from other funding programs rather than ARPA grant funds. Sub-recipient further understands and agrees that Sub-recipient's failure to comply with the engineering procurement requirements as set forth herein would make ARPA grant funds unavailable for the engineering portion of the project, and therefore accepts the other program funds for such engineering procurement and in lieu of any additional demands against the state for grant funds of any type.

No action or motion will be required by the Board of Water and Natural Resources to allow for the reduction of grant funds as set forth herein. The State will prepare the grant amendment with the new reduced grant amount. The Sub-Recipient is required to sign the Amendment or risk forfeiture of all State ARPA grant funds.

5. RISK ASSESSMENTS, MONITORING AND REMEDIES

Risk assessments will be ongoing throughout the project period. Sub-Recipient agrees to allow the State to monitor Sub-Recipient to ensure compliance with program requirements, to identify any deficiencies in the administration and performance of the award and to facilitate the same. At the discretion of the State, monitoring may include but is not limited to the following: On-site visits, follow-up, document and/or desk reviews, third-party evaluations, virtual monitoring, technical assistance and informal monitoring such as email

and telephone interviews. As appropriate, the cooperative audit resolution process may be applied.

Sub-Recipient agrees to comply with ongoing risk assessments, to facilitate the monitoring process, and further, Sub-Recipient understands and agrees that the requirements and conditions under the grant award may change as a result of the risk assessment/monitoring process.

In the event of noncompliance or failure to perform under the grant award, the State has the authority to apply remedies, including but not limited to: temporary withholding payments, disallowances, suspension or termination of the federal award, suspension of other federal awards received by Sub-Recipient, debarment, or other remedies including civil and/or criminal penalties as appropriate.

6. RETENTION AND INSPECTION OF RECORDS:

The Sub-Recipient agrees to maintain or supervise the maintenance of records necessary for the proper and efficient operation of the program, including records and documents regarding applications, determination of eligibility (when applicable), the provision of services, administrative costs, and statistical, fiscal, and other information records necessary for reporting and accountability required by the State. The Sub-Recipient shall retain such records for a period of three years after the date of the submission of the final expenditure report.

If any litigation, claim, or audit is started before the expiration of the three-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. The three-year retention period may be extended upon written notice by the State. Records for real property and equipment acquired with Federal funds must be retained for three years after final disposition. When records are transferred to or maintained by the Federal awarding agency or the State, the three-year retention requirement is not applicable to the Sub-Recipient. In the event Sub-Recipient must report program income after the period of performance, the retention period for the records pertaining to the earning of the program income starts from the end of Sub-Recipient's fiscal year in which the program income is earned. In the event the documents and their supporting records consist of indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable, the following applies: (1) If submitted for negotiation - If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the State) to form the basis for negotiation of the rate, then the three-year retention period for its supporting records starts from the date of such submission. (2) If not submitted for negotiation - If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the State) for negotiation purposes, then the three-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the Sub-Recipient's fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

The State, through any authorized representative, shall have access to and the right to examine and copy all records, books, papers or documents related to services rendered under this Agreement and shall have access to personnel of the Sub-Recipient for purposes of interview and discussion related to the records, books, papers and documents. State Proprietary Information, which shall include all information disclosed to the Sub-Recipient by the State, shall be retained in Sub-Recipient's secondary and backup systems and shall remain fully subject to the obligations of confidentiality stated herein until such information is erased or destroyed in accordance with Sub-Recipient's established record retention policies.

All payments to the Sub-Recipient by the State are subject to site review and audit as prescribed and carried out by the State. Any over payment under this Agreement shall be returned to the State within thirty days after written notification to the Sub-Recipient.

7. AUDIT REQUIREMENTS:

If Sub-Recipient expends \$750,000 or more in federal awards during the Sub-Recipient's fiscal year, the Sub-Recipient must have an audit conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, by an auditor approved by the Auditor General to perform the audit. On continuing audit engagements, the Auditor General's approval should be obtained annually. Approval of an auditor must be obtained by forwarding a copy of the audit engagement letter to:

Department of Legislative Audit
A-133 Coordinator
427 South Chapelle
% 500 East Capitol
Pierre, SD 57501-5070

If the Sub-Recipient expends less than \$750,000 during any Sub-Recipient fiscal year, the State may perform a more limited program or performance audit related to the completion of the Agreement objects, the eligibility of services or costs, and adherence to Agreement provisions.

Audits shall be completed and filed with the Department of Legislative Audit by the end of the 9 months following end of the fiscal year being audited.

For either an entity-wide, independent financial audit or an audit under 2 CFR Part 200 Subpart F, the Sub-Recipient shall resolve all interim audit findings to the satisfaction of the auditor. The Sub-Recipient shall facilitate and aid any such reviews, examinations, agreed upon procedures etc., the State or its contractor(s) may perform.

Failure to complete audit(s) as required, including resolving interim audit findings, 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 completely resolved.

The Sub-Recipient shall be responsible for payment of any and all audit exceptions which are identified by the State. The State may conduct an agreed upon procedures engagement as an

audit strategy. The Sub-Recipient may be responsible for payment of any and all questioned costs, as defined in 2 C.F.R. 200.84, at the discretion of the State.

Notwithstanding any other condition of the Agreement, the cooperative audit resolution process applies, as appropriate. The books and records of the Sub-Recipient must be made available if needed and upon request at the Sub-Recipient's regular place of business for audit by personnel authorized by the State. The State and/or federal agency has the right to return to audit the program during performance under the grant or after close-out, and at any time during the record retention period, and to conduct recovery audits including the recovery of funds, as appropriate.

If applicable, Sub-Recipient agrees to comply in full with the administrative requirements and cost principles as outlined in OMB uniform administrative requirements, cost principles, and audit requirements for federal awards – 2CFR Part 200 (Uniform Administrative Requirements).

8. SUB-RECIPIENT ATTESTATION

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

- a. A conflict of interest policy is enforced within the recipient's or Sub-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 or Sub-Recipient's website;
- c. An effective internal control system is employed by the recipient's or Sub-Recipient's organization; and
- d. If applicable, the recipient or Sub-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 or Sub-Recipient's website.

Sub-Recipient further represents that any and all concerns or issues it had in complying with the foregoing attestations were provided to the State and resolved to their satisfaction prior to signing this Agreement.

If Sub-recipient is a non-state agency they agree to disclose to the State, in writing, any conflicts of interest that exist under the Sub-recipient's conflict of interest policy. The State will publicly post any disclosed conflicts of interest along with the corresponding grant agreement on the OpenSD website.

In the event of a significant change in the conflict of interest policy, Sub-Recipient agrees to provide immediate notice of such change to the State, and provide a copy of the new conflict of interest policy. Sub-Recipient understands that any change in the conflict of interest policy may result in a change in their monitoring or other performance requirements

under the grant and expressly agrees to comply with those changes and to facilitate any additional monitoring as required by the State.

9. CLOSEOUT

- a. Grant proceeds will be disbursed upon receipt of sub-recipient payment requests and invoices to support such requests, throughout the project and after determining that the requested payment and invoices are for costs that meet the eligibility outlined in the workplan.
- b. The Sub-Recipient will designate, in writing, an official to certify on Sub-Recipient's behalf that the request submitted is correct and is a valid expenditure under the workplan.
- c. Sub-Recipient will submit a signed request for disbursement along with invoices to support the request. The request for disbursement will be submitted to such person or persons as the State may designate for approval.
- d. The State reserves the right, at its option, to disburse the funds directly to the contractor or sub-contractor supplying the service for which the payment is sought. No funds will be disbursed until all fees owed by the Sub-Recipient to the Department of Agriculture and Natural Resources are paid.
- e. All requests for disbursement for eligible costs under this Agreement not presented within ninety (90) days after the completion of the term of this Agreement or on or before December 1, 2026, are barred from payment.

B. STANDARD CLAUSES

10. ASSURANCE REQUIREMENTS:

The Sub-Recipient agrees to abide by all applicable provisions of the following: Byrd Anti Lobbying Amendment (31 USC 1352), Debarment and Suspension (Executive Orders 12549 and 12689 and 2 C.F.R. 180), Drug-Free Workplace, Executive Order 11246 Equal Employment Opportunity as amended by Executive Order 11375 and implementing regulations at 41 C.F.R. part 60, 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 as amended, 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 and American Recovery and Reinvestment Act of 2009, as applicable; and any other nondiscrimination provision in the specific statute(s) under which application for Federal assistance is being made; and the requirements of any other nondiscrimination statute(s) which may apply to the award.

11. COST PRINCIPLES:

If applicable, Sub-Recipient agrees to comply in full with the administrative requirements and cost principles as outlined in OMB uniform administrative requirements, cost principles, and audit requirements for federal awards – 2CFR Part 200 (Uniform Administrative Requirements) and 2 CFR Part 1500.

12. TERMINATION:

This Agreement may be terminated by either party hereto upon thirty (30) days written notice. In the event the Sub-Recipient breaches any of the terms or conditions hereof, this Agreement may be terminated by the State for cause at any time, with or without notice and the Sub-Recipient shall be obligated to reimburse the State for any funds theretofore improperly expended by or for the benefit of the Sub-Recipient, or any part thereof, and if not promptly paid the State may pursue all rights and remedies under any applicable laws or regulations. Upon termination of this Agreement, all accounts and payments shall be processed according to financial arrangements set forth herein for services rendered to date of termination.

13. FUNDING:

This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of the law or federal funds reduction, this Agreement will be terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.

14. ASSIGNMENT AND AMENDMENT:

This Agreement may not be assigned without the express prior written consent of the State. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof, and be signed by an authorized representative of each of the parties hereto.

15. CONTROLLING LAW:

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

16. SUPERCESSION:

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

17. SEVERABILITY:

In the event that any provision of this Agreement shall be held unenforceable or invalid by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement, which shall remain in full force and effect.

18. NOTICE:

Any notice or other communication required under this Agreement shall be in writing and sent to the address set forth above. Notices shall be given by and to the Division being contracted with on behalf of the State, and by the Sub-Recipient, 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.

19. SUBCONTRACTORS/SUB-SUB-RECIPIENTS:

The Sub-Recipient will not use subcontractors or other sub-recipients to perform work under this Agreement without the express prior written consent from the State. The State reserves the right to complete a risk assessment on any proposed sub-contractor or sub-recipient and to reject any person or entity presenting insufficient skills or inappropriate behavior.

The Sub-Recipient will include provisions in its subcontracts or sub-grants requiring its subcontractors and sub-recipients to comply with the applicable provisions of this Agreement, to indemnify the State, and to provide insurance coverage for the benefit of the State in a manner consistent with this Agreement. The Sub-Recipient will cause its subcontractors, sub-recipients, 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. The State, at its option, may require the vetting of any subcontractors and sub-recipients. The Sub-Recipient is required to assist in this process as needed.

20. STATE'S RIGHT TO REJECT

The State reserves the right to reject any person or entity from performing the work or services contemplated by this Agreement, who present insufficient skills or inappropriate behavior.

21. CONFLICT OF INTEREST:

Sub-Recipient agrees to establish safeguards to prohibit any employee or other person from using their position 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 and approved, in writing, by the State. In the event of a conflict of interest, the Sub-Recipient expressly agrees to be bound by the conflict of interest resolution process set forth in SDCL § 5-18A-17 through 5-18A-17.6.

22. TERMS:

By accepting this Agreement, the Sub-Recipient assumes certain administrative and financial responsibilities. Failure to adhere to these responsibilities without prior written approval by the State shall be a violation of the terms of this Agreement, and the Agreement shall be subject to termination.

23. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION:

Sub-Recipient certifies, by signing this Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or any state or local government department or agency. Sub-Recipient further agrees that it will immediately notify the State if during the term of this Agreement it or its principals become subject to debarment, suspension or ineligibility from participating in transactions by the federal government, or by any state or local government department or agency.

C. AGENCY OR GRANT SPECIFIC CLAUSES

24. COMPLIANCE WITH EXECUTIVE ORDER 2020-01

By entering into this Agreement, Sub-Recipient certifies and agrees that it has not refused to transact business activities, it has not terminated business activities, and it has not taken other similar actions intended to limit its commercial relations, related to the subject matter of this Agreement, 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 the State to terminate this Agreement. Sub-Recipient further agrees to provide immediate written notice to the State if during the term of this Agreement it no longer complies with this certification, and agrees such noncompliance may be grounds for termination of this Agreement.

25. TECHNICAL ASSISTANCE:

The State agrees to provide technical assistance regarding the State's rules, regulations and policies to the Sub Recipient and to assist in the correction of problem areas identified by the State's monitoring activities.

26. LICENSING AND STANDARD COMPLIANCE:

The Sub-Recipient 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 Sub-Recipient 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 Sub-Recipient's failure to ensure the safety of all individuals served is assumed entirely by the Sub-Recipient.

The funding of this Wastewater Treatment Expansion and Gumbo Lily Improvements project in no way obligates the State to provide future funding for design or construction of additional improvements.

The Sub-Recipient will comply and will insure that the engineer and construction contractor selected to oversee the project complies, with all federal, state and local laws, regulations, ordinances, guidelines, permits and requirements applicable to providing services pursuant to this Agreement, and will be solely responsible for obtaining current information on such requirements.

Sub-Recipient will construct the Project, or cause it to be constructed, to final completion with reasonable diligence in accordance with the approved plans and specifications and the approved Project scope for the grant.

Sub-Recipient will ensure that construction administration and inspection is done by or under the supervision of a professional engineer or architect licensed and registered in the State of South Dakota to help assure that the construction contractor's work conforms with the approved plans and specifications, and to furnish inspection and material testing reports, recommendations and such other information as the State may require. It is recognized and understood that the final responsibility of conformance with the plans and specifications is that of the construction contractor. The State has the right to monitor facility and design through on-site inspections from time to time.

27. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

As required by 2 CFR 200.216, recipients and sub-recipients, are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). Recipients, sub-recipients, and borrowers also may not use funds to purchase:

a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

b. Telecommunications or video surveillance services provided by such entities or using such equipment.

c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. Consistent with 2 CFR 200.471, costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, and cloud servers are allowable except for the following circumstances: Obligating or expending funds for covered telecommunications and video surveillance services or equipment or services as described in 2 CFR 200.216 to:

(1) Procure or obtain, extend or renew a contract to procure or obtain;

(2) Enter into a contract (or extend or renew a contract) to procure; or

(3) Obtain the equipment, services, or systems. Certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the System for Award Management exclusion list.

28. PROJECT REPRESENTATIONS AND COVENANTS.

The Sub-Recipient hereby represents and covenants that:

a. all construction on the Project has complied and will comply with applicable federal, state and local laws, regulations, ordinances, and standards, including specifically federal requirements that all of the iron and steel products used in the Project are to be produced in the United States;

b. all land surveys are conducted by a land surveyor registered in the State of South Dakota, and that the final plans and specifications are prepared under the supervision of and approved by a professional architect or engineer licensed and registered in the State of South Dakota.

c. the Project is the type of project permitted to be financed under the applicable Program, the Act, and the laws governing the issuance of the Grant.

29. REDUCTION OF PROJECT COSTS

If all or a portion of the Project is canceled or scaled back and the costs of the Project are thereby reduced, or if for any reason the Sub-Recipient will not require the full amount of the Grant, the Sub-Recipient shall promptly notify the State and return the portion of the Grant which will not be needed.

No action or motion will be required by the Board of Water and Natural Resources to allow for the reduction of grant funds as set forth herein. The State will prepare the grant amendment with the new reduced grant amount. The Sub-Recipient is required to sign the Amendment or risk forfeiture of all State ARPA grant funds.

30. COMPLIANCE WITH THE DAVIS-BACON ACT

- a. For projects in excess of \$10 million all transactions regarding this agreement shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable;
- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor; and
- c. Contractors are required to pay wages not less than once a week.

31. HOLD HARMLESS

The Sub-Recipient agrees to hold harmless and indemnify the State of South Dakota, its officers, agents and employees, from and against any and all actions, suits, damages, liability or other proceedings which may arise as the result of performing services hereunder. This section does not require the Sub-Recipient to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, its officers, agents or employees.

No part of the funding provided hereunder may be utilized for the payment of costs associated with litigation directly or indirectly involving the Sub-Recipient or the Forcemain Improvement project. No member of the Sub-Recipient's governing body or other officers, agents, employees or immediate family members, shall receive direct personal benefit from this Agreement other than reasonable compensation for services rendered, expenses incurred in furtherance of the purposes herein authorized, or benefits received as a member of general public served by the Sub-Recipient.

32. FLOW DOWN

All "flow down" requirements are imposed on the subrecipient by the State to ensure that the award is used in accordance with Federal statutes, regulations and the terms of the award. The subrecipient is accountable to the State for compliance with Federal requirements. These requirements include, among others:

- a. Title VI of the Civil Rights Act and other Federal statutes and regulations prohibiting discrimination in Federal financial assistance programs, as applicable.

- b. Reporting Subawards and Executive Compensation under Federal Funding Accountability and Transparency Act (FFATA) set forth in the ARPA compliance provisions.
- c. The Procurement Standards in 2 CFR Part 200 including those requiring competition when the subrecipient acquires goods and services from contractors (including consultants) and Domestic preferences for procurements at 2 CFR 200.322. This provision does not apply to consulting services if the Sub-Recipient utilizes funds other than those provided by this Agreement to pay those costs.
- d. Subawards are not conditioned in a manner that would disadvantage applicants for subawards based on their religious character.
- e. Ensuring the Future is Made in All of America by All of America's Workers Recipients must comply with the "Build America, Buy America" provisions of the Infrastructure investment and Jobs Act and E.O. 14005 which provide that, as appropriate and to the extent consistent with law, the recipient must use all practicable means within their authority under a federal award to provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products.)

D. AUTHORIZED SIGNATURES:

In witness hereto, the parties signify their agreement by affixing their signatures hereto.

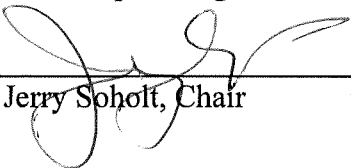
Sub-Recipient Signature	Date
 Jerry Soholt, Chair	Date

EXHIBIT A

Hermosa purposes expansion of the of their lagoon treatment system by modifying an existing cell and adding a third cell. The project would also include an extension of sewer into a currently unserved area called Gumbo Lily Lane.

EXHIBIT B

U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS LOCAL FISCAL RECOVERY FUND AWARD TERMS AND CONDITIONS

1. Use of Funds.

- a. Sub-Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- b. Sub-Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
- c. Any purchase of equipment or real property with SLFRF funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF funds shall vest in the non-Federal entity. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations.

2. Reporting. All recipients of federal funds must complete financial, performance, and compliance reporting and Sub-Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award. Expenditures may be reported on a cash or accrual basis, as long as the methodology is disclosed and consistently applied. Reporting must be consistent with the definition of expenditures pursuant to 2 CFR 200.1.

3. Maintenance of and Access to Records

- a. Sub-Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Sub-Recipient in order to conduct audits or other investigations.
- c. Records shall be maintained by Sub-Recipient for a period of three (3) years after all funds have been expended or returned to Treasury, whichever is later.

4. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

5. Conflicts of Interest. Sub-Recipient understands and agrees it must maintain a conflict-of-interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict-of-interest policy is applicable to each activity funded under this award. Sub-Recipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

6. Compliance with Applicable Law and Regulations.
 - a. Sub-Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Sub-Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Sub-Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

 - b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170 pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

 - iv. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury’s implementing regulation at 31 C.F.R. Part 19.

 - v. Sub-Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

 - vi. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

 - c. Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity.) Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
7. Remedial Actions. In the event of Sub-Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.



Substitute **W-9**

Taxpayer Identification Number (TIN) Verification

DO NOT send to IRS

Print or Type

Please see attachment or reverse for complete instructions.

This form can be made available in alternative formats to qualified individuals upon request.

<p>➤ Legal Name (as entered with IRS) If Sole Proprietorship enter your Last, First MI</p> <hr/> <p>➤ Business Name If doing business as (DBA) or enter business name of Sole Proprietorship</p> <hr/> <p>➤ Order Address (where order should be mailed) PO Box or Number and Street, City, State, ZIP + 4</p> <hr/> <p>➤ Remit Address (where check should be mailed) PO Box or number and street, City, State, ZIP + 4</p> <hr/> <p>➤ Exemptions</p> <p>Exempt payee code (if any):</p> <p>Exemption from FATCA reporting code (if any):</p>	<p>➤ Entity Designation (check only one) <u>Required</u></p> <p><input type="checkbox"/> Individual / Sole Proprietor</p> <p><input type="checkbox"/> Partnership</p> <p><input type="checkbox"/> C Corporation</p> <p><input type="checkbox"/> S Corporation</p> <p><input type="checkbox"/> Limited Liability Company - Individual</p> <p><input type="checkbox"/> Limited Liability Company - Partnership</p> <p><input type="checkbox"/> Limited Liability Company - Corporation</p> <p><input type="checkbox"/> Governmental Entity</p> <p><input type="checkbox"/> Hospital Exempt from Tax or Government Owned</p> <p><input type="checkbox"/> Long Term Care Facility Exempt from Tax or Government Owned</p> <p><input type="checkbox"/> Trust/Estate</p> <p><input type="checkbox"/> All Other Entities (specify e.g. 501(c)(3), etc.)</p> <p>➤ Taxpayer Identification Number (TIN)</p> <p>_____</p> <p>➤ Check Only One <u>Required</u></p> <p><input type="checkbox"/> Social Security Number (SSN)</p> <p><input type="checkbox"/> Employer Identification Number (EIN)</p> <p><input type="checkbox"/> Individual Taxpayer Identification Number for U.S. Resident Aliens (ITIN)</p>
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➤ **Certification**
Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number, AND
- I am not subject to back up withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to back up withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.
- I am a U.S. person (including a US resident alien).

Printed Name	Printed Title	Telephone Number ()
Signature		Date (mm/dd/yy)

➤ **Required Direct Deposit Information**

Your Bank Account Number	<input type="checkbox"/> Checking <input type="checkbox"/> Savings	Bank Routing Number (9-digit ABA #)	Name on Bank Account
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THIS IS A:

new direct deposit change of existing (providing old banking information required to change existing)

Old Bank Account Number	Old Routing Number (9-digit ABA #)	You must provide the previous banking information to make a change.
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Required e-mail address (Please make this LEGIBLE)

If you provide an email address you will be sent electronic notification when a payment is issued. You will also receive a PIN for use when logging into the SD Vendor Self Service website at <http://bfm.sd.gov/vendor>. We will **NOT** share your email address with anyone or use it for any purpose other than communicating remittance information.

Information below to be completed by the State Agency. Vendor Number required for any new vendors added to SDAS.			
State Agency:	Agency Contact:	Date:	Vendor Number assigned by SDAS: