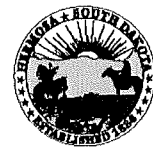


**HERMOSA TOWN BOARD
REGULAR MEETING
TUESDAY, DECEMBER 7, 2021 @ 6:00pm**



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

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

- 3) **CONSENT CALENDAR:**
 - A. Approval of the November 16, 2021, regular meeting minutes, November 23 and 29, 2021 special meeting minutes.

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

- 5) **LAW ENFORCEMENT/ ABATEMENTS/COMPLAINTS:**
 - A. Committee report
 - B. Homeland Security Grant Award
 - C. Westergard, Oath of Office
 - D. Custer County Law Enforcement Contract
 - E. Custer County Log

- 6) **LEGAL:**
 - A. Prepare Extraterritorial Agreement with Pennington County (Platting, Building)
Letter to Pennington County

- 7) **ENGINEER:**
 - A. Water Rehab Project (WRT System)
 - B. N Second Street Box Replacement
Guard Rail
 - C. Lone Coyote Subdivision (Preston Sub) Preliminary Plat Application – Permit #2021-18
Rescind Resolution Re: Pennington County, reschedule Public Hearing
 - D. Hermosa Sidewalk Project
 - E. Sewer Project (Lagoon expansion)
 - F. Town of Hermosa Water and Sewer Extension Project
Change Order 1
 - G. Water/Sewer Facility Plans
 - H. Hermosa Hills Drainage
 - I. Elmer Claycomb/Dollar General

- 8) **PLANNING & ZONING:**
 - A. P&Z November 23, 2021, minutes
 - B. Work Session, December 14

- 9) **PUBLIC WORKS**
 - A. Committee Report
 - B. Streets, Street Light Repairs, Water & Sewer Department Updates
 - C. Meter Readings
 - D. Land Application Contract

- 10) **FINANCE OFFICE:**
 - A. Monthly Financials
 - B. Department Updates
 - C. Propane Gas System Lease Agreement

- 11) **OLD BUSINESS:**
A. Annexation: Gumbo Lilly, Fairgrounds Place
B. Town Sign, pending
 Approve ACES to survey & submit applications to SD DOT
C. Motion to approve Preston Family Contract Agreement
D. Whitney Street Drainage
- 12) **NEW BUSINESS:**
A. Dollar General Malt Beverage/Wine License, pending
B. ADU Zoning Ordinance, pending
C. 1ST Reading: 2.073A 2021 Supplemental Ordinance
D. Discussion of Medical Marijuana Ordinance
E. Town Office: Deck Staining
F. Library: Deck Staining, Mudjacking
- 13) **ITEMS FROM CITIZENS:** No action will be taken (3-minute time limit per speaker)
- 14) **TRUSTEE INPUT:**
- 15) **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
- 16) **ADJOURN:**
Motion by _____; second by _____ to adjourn the meeting at _____ pm.

HERMOSA TOWN BOARD
REGULAR MEETING
TUESDAY, NOVEMBER 16, 2021 @ 6:00pm



34

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

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

CONSENT CALENDAR: Motion made and seconded to approve the November 2, 2021, regular meeting minutes and November 9, and 12, 2021, special meeting minutes; vote; all aye, motion carried.

CLAIMS: Motion made and seconded to approve the claims as amended; vote; all aye, motion carried. Farmers Supply LLC, Well, \$3,576.36; Ferguson Construction, Inspection, fuel for pumping lagoon, \$263.00; GoldenWest, 11/1/2021 - 11/30/2021, \$561.50; King, Robert, Mileage to attend SDML Annual Conference, \$82.32; MidContinent, 3rd quarter water testing, \$821.70; Payment Service Network, 10/1/2021 - 10/30/2021 services, \$79.45; Rural Development #1, Monthly charges, \$417.00; Rural Development #2, Monthly charges, \$222.00; Rural Development #3, Monthly charges, \$1,278.00; Summit Supply Corp, Bike racks, \$1,871.69; Tem Tech, Checked power on pumps for booster systems, \$110.00; Verizon Connect, Monthly services, \$32.38; Westergard, Brad, Monthly services, \$300.00; Payroll related: Finance Department, \$2,729.25; Law Enforcement, \$5800.00; EFTPS, 941 payroll tax deposit, \$1,033.79; Daggett Supplemental, \$1,200.76. TOTAL: \$19,178.44.

LAW ENFORCEMENT/ ABATEMENTS/ COMPLAINTS: Custer County Sheriff's Office have agreed to provide law enforcement services for the Town of Hermosa on a six-month contract. Boddicker to request the Sheriff's Office to provide the town with a call log they are receiving from the town citizens. Radios to be purchased for law enforcement vehicles through the Homeland Security Grant Award. Motion made and seconded to remove, "Inappropriate wood burning complaint" from the agenda; vote; all aye, motion carried.

LEGAL: Extraterritorial Agreement with Pennington County: Johnson sent the document to Pennington County and is waiting for their review and response. Preston Family Contract Agreement: Preston's are reviewing the contract and will be working through their questions and will be bringing it back to the board. The town is also waiting for their letter of support.

ENGINEER: Water Rehab Project (WRT System): engineer waiting for the most current results of the testing, pending. Berg to request to be on the Custer Co Commissioners meeting agenda to request a confirmation of funding the town may be receiving from Custer County. N Second Street Box Replacement, Guard Rail, pending. Lone Coyote Subdivision (Preston Sub) Preliminary Plat Application – Permit #2021-18, pending until the annexation is complete. Hermosa Sidewalk Project: DOT working with Interstate Engineering on comments on the final plans and bid letting should be ready to go within the next month. Sewer Project (Lagoon expansion): pending until funding with Custer County has been resolved. Town of Hermosa Water and Sewer Extension Project: Discussion with Preston to request they expedite the review and return of the contract agreement between Preston Family and Town of Hermosa. RCS Construction to possibly begin construction in mid-December. Water/Sewer Facility Plans: Berg provided spreadsheet depicting the costs associated with each of the proposed projects the town is planning to submit to DANR for funding. Motion made and seconded to approve Berg to submit application for funding for: New Well, WRT System, Lagoon Expansion, and Gumbo Lily Additions to include a \$17 surcharge; vote; all aye, motion carried. Hermosa Hills Drainage, pending. Elmer Claycomb/Dollar General: meeting scheduled on 11-18-21 to meet with Dollar General Vice President of Construction, to discuss drainage issues at the new DG facility. Discussion regarding following up with school/school construction officials regarding the meeting the town board had with them regarding the drainage. Motion made and seconded to request Boddicker to send a letter to the school and contractor to ask for their response to the issue.

PLANNING & ZONING: P&Z November 9, 2021, minutes reviewed; no action.

PUBLIC WORKS: Ferguson provided updates on streetlights and well updates. Ferguson to perform the gravity test. Land Application Contract: pending.

FINANCE OFFICE: Boddicker provided department updates. Also provided a draft supplemental ordinance for the board's review. The board was requested to review the draft ordinance and provide comments to Boddicker as the supplemental ordinance will need to be on December 7 agenda for 1st Reading.

OLD BUSINESS: Annexation: Gumbo Lilly, Fairgrounds Place: Boddicker requested to proceed with contacting Gumbo Lilly and Fairgrounds Place citizens to gather signatures to proceed with voluntary annexation for all properties. Town Sign: meeting with Rosenbaum Sign Company representative on November 23 to discuss details. Preston Family Contract Agreement: discussed in Legal and Engineer. Whitney Street water drainage issue to be placed on December 7, 2021, agenda.

NEW BUSINESS: Hermosa School: Phase 2 Traffic Control Plan: motion made and seconded to remove from agenda; vote; all aye, motion carried. Fees for Travel Park: motion made and seconded to remove from agenda; vote; all aye, motion carried. Dollar General Malt Beverage/Wine License, pending. 1ST Reading: ADU Zoning Ordinance, pending. Custer County Multi-jurisdictional Hazard Mitigation Plan: motion made and seconded to approve Holsworth to sign the mitigation plan; vote; all aye, motion carried.

ITEMS FROM CITIZENS: None.

TRUSTEE INPUT: Holsworth wished everyone a Happy Thanksgiving!

EXECUTIVE SESSION: None.

ADJOURN: Motion made and seconded to adjourn at 7:55pm.

Dan Holsworth, Town Board President

ATTEST:

Gail Boddicker, Finance Officer

Published once at the approximate cost of __

HERMOSA TOWN BOARD
SPECIAL MEETING
TUESDAY, NOVEMBER 23, 2021 @10:30



ROLL CALL: Holsworth called the meeting to order at 10:30am with the following members present: Flug, Holsworth, King and Schumack. Henrichsen absent. Johnson, Leah Berg, Daniel, and Mike Willey from Rosenbaum Signs.

PUBLIC HEARING: Motion made and seconded to start public hearing at 10:31; vote; all aye; motion carried.

Public Hearing to consider voluntary petitions for annexation and Resolution 09-2021 for the following properties:

D & D Properties, LLC
14278 Shorb Rd.
Hermosa, SD 57744

UTILITY LOT 1 OF HEARTLAND RACEWAY SUBDIVISION LOCATED IN THE N1/2 OF THE NE1/4 OF SECTION 30, T2S, R8E, B.H.M., CUSTER COUNTY, SOUTH DAKOTA

Heartland Storage Company, LLC
24543 SD Highway 79
Hermosa, SD

UTILITY LOT 1 OF HEARTLAND STORAGE SUBDIVISION LOCATED IN THE SE1/4 OF THE NE1/4 OF SECTION 30, T2S, R8E, B.H.M., CUSTER COUNTY, SOUTH DAKOTA

Clifford & Mary Shorb
24471 Shorb Road
Hermosa, SD

UTILITY LOT 1 LOCATED IN THE NE1/4 SECTION 30, T2S, R8E, B.H.M., CUSTER COUNTY, SOUTH DAKOTA

Preston Family, Inc.
PO Box 2
Hermosa, SD

LONE COYOTE SUBDIVISION OF PRESTON TRACT 1 LOCATED IN SECTION 19, T2S, R8E, BHM, CUSTER COUNTY, SOUTH DAKOTA

Resolution 09-2021, voluntary annexation of above properties; Board asked if anyone objected. No objections. Motion made, seconded; vote; all aye; motion carried.

Motion made, seconded to exit out of Public Hearing at 10:36am. Vote; all aye; motion carried.

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

CLAIMS: Motion made, seconded to approve claim as presented. Vote; all aye; motion carried.

OLD BUSINESS: Town Sign; Board had questions for Rosenbaum's on proposed construction of new sign. Mike Willey from Rosenbaum's signs was present and indicated a timeframe of 6 – 8 weeks for completion. Sign will be placed at Water Tower Hill on slope, The town will work on getting an access road to sign site. Sign will be V-shaped and have six slots on both sides. Discussion included having reasonable fees for a business to advertise. Survey to be conducted by ACES. Meeting set up for Tuesday, November 30th at 10:30 at construction site for sign placement.

Request from Berg (ACES) for pre-construction meeting with RCS at Dollar General. Meeting scheduled for Wednesday, December 1, 2021, 10:00am at Dollar General.

NEW BUSINESS: Board decided judging for Christmas Light Decorations will be Friday, December 17, 2021-6:00pm – 9:00.

EXECUTIVE SESSION: Motion made and seconded to enter executive session at 10:56am allowable by SDCL 1-25-2.1 personnel; vote; all aye; motion carried. Motion made and seconded to exit executive session at 11:31am; vote; all aye; motion carried. No motion made from executive session.

ADJOURN: Motion made and seconded to adjourn the meeting at 11:40am; vote; all aye, motion carried.

Dan Holsworth, Town Board President

ATTEST:

Jill Dybvig, Administrative Assistant
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HERMOSA TOWN BOARD
SPECIAL MEETING
MONDAY, NOVEMBER 29, 2021 @1:00



ROLL CALL: Holsworth called the meeting to order at 1:13pm with the following members present: Flug, Holsworth, King and Henrichsen. Schumack absent. Hagg, Berg and interested citizens also in attendance.

CALL FOR CHANGES: Motion made and seconded to approve agenda as amended to add stimulus funds for discussion purposes only; vote; all aye, motion carried.

OLD BUSINESS: Board met with Preston Family Inc. representatives to discuss the water and sewer extension project. No motions made. General discussion, with no action or motions regarding stimulus funds.

EXECUTIVE SESSION: Motion made and seconded to enter executive session at 2:45 pm allowable by SDCL 1-25-2.1; vote; all aye; motion carried. Motion made and seconded to exit executive session at 3:45pm; vote; all aye; motion carried. No motions made, no action taken in executive session.

TRUSTEE INPUT: None

ADJOURN: Motion made and seconded to adjourn the meeting at 3:47pm; vote; all aye, motion carried.

Dan Holsworth, Town Board President

ATTEST:

Gail Boddicker, Finance Officer
Published once at the approximate cost of _____

Claims for Approval 12/07/2021		
A&B Business Solutions	Copier lease payment	\$ 536.49
Black Hills Electric Co-op	Monthly charge	\$ 3,527.23
Boddicker, Gail	Reimburse for Resolution fee filing, mileage to Custer	\$ 64.44
Dakota Supply Group	Supplies	\$ 202.39
EFTPS	941 payroll tax	\$ 972.91
Ferguson Construction	November 2021 Contract	\$ 2,266.67
Ferguson Construction	Trenching, Labor	\$ 715.00
Fisher, Freddy	Refund on deposit-37 2nd St.	\$ 9.67
Golden West	Monthly charge	\$ 561.50
Health Pool of South Dakota	Monthly Premium	\$ 841.42
Johnson Law Office	Monthly charge	\$ 773.50
Lauzon, Ryan	Refund on deposit-241 Folsom St.	\$ 71.17
Lingo	Monthly charge	\$ 35.97
Maude, Carl	Refund on deposit-45 N. Ingalls Blvd #B	\$ 102.17
Metering & Technology Solutions	Supplies	\$ 1,025.94
Mt. Rushmore Telephone	Monthly charge	\$ 241.67
Neugebauer Brothers	Clamps, Screen, Hose, Pipe	\$ 985.24
Nelson's Oil & Gas	Propane	\$ 389.45
Office Depot	Office Supplies	\$ 144.80
Payment Service Network	Monthly charge, annual security compliance 2022	\$ 216.45
Pioneer Bank and Trust	Blank checks	\$ 62.26
Pioneer Bank and Trust	2 Signature Account Charge	\$ 25.00
Sander Sanitation	Monthly charge	\$ 2,820.95
SD Dept or Revenue	Sales tax - Sept - Oct.	\$ 480.75
SD Municipal League	2022 Yearly dues	\$ 571.43
SD Gov. Finance Officers Assoc.	2022 Yearly dues	\$ 40.00
SD Gov. Human Resource Assoc.	2022 Yearly dues	\$ 25.00
SD Municiple Street Maint. Assoc.	2022 Yearly dues	\$ 35.00
SD Assoc. of Code Enforcement	2022 Yearly dues	\$ 40.00
SD Retirement System	October retirement	\$ 673.18
US Bank	DWSRF	\$ 1,493.23
Southern Hills Publishing	Monthly Charge	\$ 244.14
Verizon	LE GPS Unit monthly	\$ 32.38
Westergard, Brad	Stipend	\$ 300.00
Whiting, Hagg, Hagg	Services Rendered	\$ 9,189.30
Wiest, Crystal	Refund on deposit-45 N. Ingalls Blvd #C	\$ 102.17
Yesco	Pole light across from school to LED	\$ 267.86
Payroll	Board of Trustees	\$ 1,850.00
Payroll	Finance Department	\$ 2,680.50
Payroll	Law Enforcement	
Payroll	Planning & Zoning	
Payroll	Public Works (Meter) and Custodial	\$ 217.00
TOTAL		\$ 34,834.23

**TOWN OF HERMOSA, SOUTH DAKOTA
COUNTY OF CUSTER, SOUTH DAKOTA
LAW ENFORCEMENT AGREEMENT**

This Law Enforcement Agreement ("Agreement"), made and entered into this _____ day of December, 2021, by and between the Town of Hermosa, South Dakota, hereinafter referred to as "Town", the County of Custer County, South Dakota, hereinafter referred to as "County", and the Sheriff of Custer County, South Dakota, hereinafter referred to as "Sheriff",

WITNESSETH:

WHEREAS, the Town, County, and Sheriff are desirous of arranging the terms and conditions for the performance of law enforcement within the jurisdiction of the Town by the Sheriff.

TERM

The effective date of this Agreement shall be from November 16th, 2021 through May 16th, 2022

CONSIDERATION

The Town shall pay to the County for those law enforcement services described herein the sum of \$21,000 US Dollars for the agreement from November 16th, 2021 through May 16th, 2022

SCOPE OF SERVICE

In addition to the Sheriff's Office normal duties as prescribed by SDCL, the following services as contracted for will be regularly performed within the boundaries of the Town, in addition to visibility and presence, shall include but not be limited to traffic enforcement, foot patrols, enforcement of vehicle and traffic related Town Ordinances, Said primary patrol and enforcement duties shall only be performed by regular Custer County Deputies. Further, the Sheriff will provide coverage twenty-four (24) hours each day, for the duration of this contract.

The above-referenced services shall specifically exclude as a contract service hereunder:

- 1) the D.A.R.E. program;
- 2) all non-emergency/essential responses to calls outside the Municipal limits of the Town;
- 3) regular administrative duties not associated with occurrences within the Municipal limits of the Town.

The County is, and shall at all times be deemed to be, an independent contractor. Nothing in this Agreement shall be construed as creating the relationship of employer or employee between the Town and the County or any of the County's agents or employees. To the extent, this Agreement creates a principal-agent relationship between the County and the Town, such relationship confers on the County and its employees the authority to act on the Town's behalf only as to matters covered by this Agreement. The County shall retain all authority for rendition of the services covered by this Agreement, including standards of performance, control of personnel (including discipline), and other matters incidental to the performance of the services by the County. Nothing in this Agreement shall make any employee of the Town a County employee or any employee of the County a Town employee for any purpose, including, but not limited to, withholding of taxes, payment of benefits, worker's compensation, or any other rights or privileges accorded County or Town employees by virtue of their employment.

RECORDS AND REPORTS

The Sheriff will provide an accurate written description tracking and accounting of calls handled to the Town Board before the second meeting of each month. Further, the Sheriff or his designee will attend regular Town Board meeting quarterly, and any other meeting upon request by the Town Board, to provide in-depth and knowledgeable information and input regarding law enforcement matters within the Town.

FACILITIES

All equipment and maintenance required by the Sheriff shall be the responsibility of the County and the Sheriff.

INSURANCE

It is hereby agreed that the County shall provide, through its public liability pool, liability insurance for the Sheriff's Department against false arrest and other related law enforcement service claims.

INDEMNIFICATION

The County hereby agrees to indemnify and hold the Town harmless should the Town be sued as a result of any negligent act or omission by the Sheriff's Department with respect to the Scope of Service of this agreement.

The Town hereby agrees to indemnify and hold the County harmless should the County be sued as a result of any negligent act or omission by the Town with respect to law enforcement issues.

DEFAULT

Failure of any party to perform as promised under this Agreement shall cause this Agreement to become void upon thirty (30) days written notice to the party deemed to have created the default. In the event that the default is not cured within said 30 day period, all sums paid by the Town during the year the default occurred shall be refunded to the Town on a pro-rata basis.

TERMINATION

This Agreement shall terminate, without cause, upon the written notice of any party to the other two parties by certified mail. Said notice shall be mailed no less than one hundred twenty (120) days prior to the effective termination date.

For the purpose of this contract, cause is defined as the financial proven inability to provide the resources to fulfill the terms of this contract, and/or to provide the funding for the consideration under this contract.

GOVERNING LAW

Unless otherwise agreed in writing, this Agreement and the interpretation thereof shall be governed by the laws of the State of South Dakota. The parties to this Agreement agree that the venue for any legal action pursuant to this Agreement shall be in circuit court, Seventh Judicial Circuit, Custer County, South Dakota.

NOTICE

Notices to be provided under this Agreement shall be given in writing either by hand delivery, or deposited in the United States mail, with sufficient postage, to the following persons:

Custer County Office
Of the States Attorney
420 Mt. Rushmore Rd
Custer, SD 57730

Town Clerk
Town of Hermosa
238 Main street
Hermosa, SD 57744

Custer County Sheriff
Custer County Sheriff's Office
420 Mt. Rushmore Rd
Custer, SD 57730

MISCELLANEOUS

This Agreement may not be modified, amended, or otherwise altered unless mutually agreed upon in writing by the parties hereto.

In the event any provision of this Agreement is held unenforceable or invalid by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement. Failure to strictly enforce any provision of this Agreement shall not be constructed to be a waiver of any provision, right or responsibility contained herein.

Any assignment, transfer or subcontracting of this Agreement is prohibited, unless written consent is obtained from the other party in writing.

This Agreement embodies the entire agreement of the parties to this Agreement and supersedes all previous communications, representations, or agreements, either verbal or written, between the parties of this Agreement.

This Agreement is intended only to govern the rights and interests of the parties named herein. It is not intended, does not any may not be relied upon, to create any rights, substantial or procedural, enforceable by law by any third party in any matters, civil or criminal.

IN WITNESS WHEREOF, the parties have placed their signatures, the Town of Hermosa, South Dakota, on this Agreement to be signed by its Town Board President and attested by its Clerk, and the County of Custer, its Sheriff, and by order of its Board of County Commissioners, has caused these presents to be subscribed by the chairman of the Board and attested by the Auditor of said Board, all of the day and year written below. This Agreement may be executed in counterparts.

APPROVED and EXECUTED on this _____ day of _____, 202__.

CUSTER COUNTY BOARD OF COMMISSIONERS

Chairman Date

Custer County Sheriff Date

ATTEST:

Custer County Deputy Auditor Date

APPROVED and EXECUTED on this _____ day of _____, 202__.

TOWN BOARD OF HERMOSA, SOUTH DAKOTA

Hermosa Town Board President Date

ATTEST:

Hermosa Town Clerk Date

HERMOSA PLANNING & ZONING BOARD
REGULAR MEETING
November 23, 2021 @ 6:00pm



8A

ROLL CALL: Harris called the meeting to order at 6:00pm with the following members present; Harris, Clarke, Waltman & Thomason, Liaison Schumack. Also present; Holsworth, Dybvig and 1 citizen. Pledge of Allegiance led by Harris.

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

CONSENT CALENDAR: Motion made, seconded to approve the November 9, 2021, meeting minutes; vote; all aye; motion carried.

OLD BUSINESS: ADU Ordinance; Harris had discussed with Johnson the changes required for ADU ordinance. Johnson recommended it be more specific regarding zoning. Board will work on updates and request input from Johnson; Pending

Permit 2021-43; Conditional Use Permit; Parcel 011738; Pumpkin Patch for September 1st- November 1st, 2022; Town office sent letters to citizens in area requesting feedback regarding Pumpkin Patch. Deadline for feedback is November 30, 2021. P&Z board will review on December 14, 2021; Pending

NEW BUSINESS: Resignation – Auralee Jobgen - I accept this resignation with extreme regret. I felt Auralee would be an asset to our Planning and Zoning board. I had hoped she would have the patience to learn the laws governing our board and the ordinances that are a part of all decisions made, such as the floodplain, zoning, subdivision, and street and sign ordinances, along with all the others. Motion made, seconded to accept resignation. vote; all aye; motion carried.

REVIEW BOT MINUTES: November 16, 2021, BOT Minutes – Questions from P&Z board regarding voluntary annexation of Gumbo Lily and Fairgrounds Place. Holsworth discussed the importance of annexation and the ongoing infrastructure projects to include the WRT and Lagoon. The town needs to move forward with proposed infrastructure projects to benefit everyone in the town.

ORDINANCE REVIEW & WORK ITEMS: Request from BOT for the P&Z board to work on ordinance for concrete work. Harris provided information from other towns regarding concrete ordinances. Board will review information and decide what will work for the town of Hermosa. Harris requested everyone review Sidewalk and Subdivision ordinances. Harris requested additional information be included with Ordinance book. Office will add Emergency Management, Extraterritorial Agreement, Comprehensive and Transportation Plans. Harris also requested an update on all new ordinances for the year.

TRUSTEE INPUT:

CITIZEN INPUT:

ADJOURN: Motion made, seconded to adjourn the meeting at 7:07 pm; Vote; all aye; motion carried

Joan Harris, Planning & Zoning Board President

Jill Dybvig, Administrative Assistant

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

TOWN OF HERMOSA
*Check Reconciliation©
RECON

10100 CASH/10700 CASHRSRV/10800 DPSTRSRV
November 2021

Account Summary

Beginning Balance on 11/1/2021	\$838,256.22
+ Receipts/Deposits	\$115,682.56
- Payments (Checks and Withdrawals)	\$98,386.23
Ending Balance as of 11/30/2021	\$855,552.55

Cleared Statement	\$855,552.55
Difference	\$0.00

Cash Balance

Active 101-10100 GENERAL FUND	\$221,128.17
Active 101-10700 GENERAL FUND	\$0.00
Active 211-10100 BBB Gross Receipts Tax Fund	\$41,661.14
Active 272-10100 FEMA FUND/CONSTRUCTION ACCT	\$38,000.66
Active 301-10100 DEBT SERVICE FUND	\$28,186.85
Active 602-10100 WATER FUND	\$248,078.67
Active 602-10700 WATER FUND	\$4,326.86
Active 602-10800 WATER FUND	\$7,392.37
Active 604-10100 SEWER FUND	\$267,199.98
Active 604-10700 SEWER FUND	\$313.83
Cash Balance	\$856,288.53

Beginng Balance	\$838,256.22
+ Total Deposits	\$124,261.25
- Checks Written	\$106,757.65
Check Book Balance	\$855,759.82
Difference	(\$528.71)

TOWN OF HERMOSA

12/02/21 3:50 PM

Page 2

*Check Reconciliation©

Pioneer Bank & Trust
10100 CASH

Check Nbr	Vendor Name	Check Date	Outstanding	Cleared
Deposit	12-21-2020PSN	12/21/2020	(\$871.73)	
Deposit	12-21-2020PSN	12/21/2020	(\$171.74)	
Deposit	02-16-2021PSN	2/16/2021	(\$2,104.84)	
Deposit	02-17-2021PSN	2/17/2021	(\$57.41)	
Deposit	02-19-2021PSN	2/19/2021	(\$97.41)	
Deposit	20210309UB1	3/9/2021	\$81.76	
Deposit	20210323UB0	3/23/2021		
Deposit	03-30-2021PSN	3/31/2021	(\$97.22)	
Deposit	04-12-2021UB	4/12/2021	(\$1,801.98)	
Deposit	04-12-2021UB	4/12/2021	(\$67.73)	
Deposit	Bell-NSF	9/17/2021	\$308.50	
Deposit	10-26-21UB	10/26/2021		(\$489.50)
Deposit	10-27-21PSN	10/27/2021		(\$116.50)
Deposit	10-27-21UB	10/27/2021		(\$1,200.01)
Deposit	10-28-21UB	10/28/2021		(\$1,162.58)
Deposit	11-01-21UB	11/1/2021		(\$10.02)
Deposit	11-01-21UB	11/1/2021		(\$3,038.33)
Deposit	10-29-21UB	11/1/2021		(\$650.53)
Deposit	10-29-21UB	11/1/2021		(\$0.21)
Deposit	11-020-21PSN	11/2/2021		(\$211.64)
Deposit	11-02-21PSN1	11/2/2021		(\$103.80)
Deposit	11 2 Mun Tax Pay	11/2/2021		(\$24,482.97)
Deposit	11-03-21PSN	11/3/2021		(\$237.55)
Deposit	11-03-21UB	11/3/2021		(\$0.23)
Deposit	11-03-21UB	11/3/2021		(\$658.91)
Deposit	11-04-21PSN	11/4/2021		(\$123.85)
Deposit	11-04-21UB	11/4/2021		(\$8.01)
Deposit	11-04-21UB	11/4/2021		(\$1,036.57)
Deposit	11-05-21PSN	11/5/2021		(\$310.50)
Deposit	11-18-21PSN	11/8/2021		(\$119.50)
Deposit	11-08-21PSN1	11/8/2021		(\$105.75)
Deposit	110821REC	11/8/2021		(\$1,313.53)
Deposit	11-08-21UB	11/8/2021		(\$8.10)
Deposit	11-08-21UB	11/8/2021		(\$861.49)
Deposit	11 9 21 Tax Pay	11/9/2021		(\$5,786.49)
Deposit	11-10-21PSN	11/10/2021		(\$2,200.88)
Deposit	11-10-21PSN	11/10/2021		(\$238.26)
Deposit	11-10-21PSN1	11/10/2021		(\$82.97)
Deposit	11-15-21PSN	11/15/2021		(\$553.73)
Deposit	11-15-21PSN1	11/15/2021		(\$536.32)
Deposit	11-15-21UB	11/15/2021		(\$80.72)
Deposit	11-15-21UB	11/15/2021		(\$2,242.79)
Deposit	11-16-21PSN	11/16/2021		(\$3,039.50)
Deposit	11-16-21PSN1	11/16/2021		(\$701.10)
Deposit	11-17-21PSN	11/17/2021		(\$316.31)
Deposit	11-17-21UB	11/17/2021		(\$88.30)
Deposit	11-17-21UB	11/17/2021		(\$1,173.53)
Deposit	11-19-21PSN	11/19/2021		(\$87.05)

TOWN OF HERMOSA

*Check Reconciliation©

Pioneer Bank & Trust
10100 CASH

Check Nbr	Vendor Name	Check Date	Outstanding	Cleared
Deposit	11-19-21PSN1	11/19/2021		(\$280.79)
Deposit	11-19-21UB	11/19/2021		(\$2,630.50)
Deposit	11-19-21UB	11/19/2021		(\$12.06)
Deposit	Custer Co Pay	11/19/2021		(\$36,766.50)
Deposit	11-22-21CS	11/22/2021		(\$1,019.84)
Deposit	11-22-21PSN	11/22/2021		(\$120.35)
Deposit	11-22-21PSN1	11/22/2021		(\$559.22)
Deposit	11-22-21UB	11/22/2021	(\$291.24)	
Deposit	11-22-21UB	11/22/2021	(\$0.10)	
Deposit	11-23-21PSN	11/23/2021		(\$86.44)
Deposit	21-11-18PSN	11/24/2021		(\$319.29)
Deposit	11-29-21PSN	11/29/2021	(\$89.25)	
Deposit	11-29-21PSN1	11/29/2021	(\$397.00)	
Deposit	11-29-21UB	11/29/2021	(\$1,632.34)	
Deposit	11-29-21UB	11/29/2021	(\$34.00)	
Deposit	11-30-21PSN	11/30/2021	(\$100.00)	
Deposit	11-30-21PSN	11/30/2021	(\$240.46)	
Deposit	20211130UB0	11/30/2021		\$475.00
Deposit	20211130UB0	11/30/2021		\$215.28
Deposit	20211130UB0	11/30/2021		(\$690.28)
Deposit	11-30-21UB	11/30/2021	(\$0.11)	
Deposit	11-30-21UB	11/30/2021	(\$914.39)	
Deposit	11 30 21 Tax Pay	11/30/2021		(\$20,495.90)
Deposit	Nov 21 INT	11/30/2021		(\$13.64)
000794E	Verizon Connect NWF, Inc.	1/20/2021	\$32.38	
000909E	LINGO	7/9/2021	\$32.23	
000928E	LINGO	8/13/2021	\$33.77	
000981E	Pioneer Bank & Trust	11/2/2021		\$1,097.96
000982E	Mt Rushmore Telephone	11/2/2021		\$237.17
000983E	A&A Professional Property Mgt.	11/2/2021		\$532.08
000984E	BH Electric Coop	11/2/2021		\$3,832.57
000985E	Sanders Sanitation	11/2/2021		\$2,820.95
000986E	EFTPS	11/8/2021		\$1,033.79
000995E	US Bank	11/15/2021		\$1,493.23
000996E	Pioneer Bank & Trust	11/16/2021		\$62.26
000987E	EFTPS	11/18/2021		\$1,200.76
000988E	PAYMENT SERVICE NETWORK	11/18/2021		\$79.45
000989E	Rural Development	11/18/2021		\$417.00
000990E	Rural Development	11/18/2021		\$1,278.00
000991E	Rural Development	11/18/2021		\$222.00
000997E	SD Dept of Revenue	11/29/2021		\$480.75
000992E	EFTPS	11/30/2021		\$972.91
000993E	Pioneer Bank & Trust	12/2/2021		\$25.00
000994E	LINGO	12/2/2021		\$35.97
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	

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Pioneer Bank & Trust
10100 CASH

Check Nbr	Vendor Name	Check Date	Outstanding	Cleared
015252	PENA, RAY	9/3/2019	\$32.75	
015354	Henrichsen, Vicki L	11/29/2019		
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	
016370	Jobgen, Auralee	9/30/2021		\$55.41
016387	MAYCLIN, MARK AND CLEONE	10/5/2021	\$67.37	
016388	MCLAUGHLIN, ALYSSA	10/5/2021	\$3.85	
016394	WALTMAN, LORI	10/5/2021		\$28.50
016401	ACES	10/20/2021		\$593.75
016404	Hawkins, Inc.	10/20/2021		\$515.10
016405	Miller Construction	10/20/2021		\$6,018.00
016407	Office Depot	10/20/2021		\$82.88
016408	RUSHMORE EQUIPMENT, LLC	10/20/2021		
016412	Boddicker, Gail L.	10/29/2021		\$1,140.68
016413	Daggett, Jimmy L.	10/29/2021		\$1,187.57
016414	Swier-Dybvig, Jill	10/29/2021		\$968.98
016415	Belt, Vonda	10/29/2021		\$66.50
016416	Flug, Bernhard	10/29/2021		\$184.70
016417	Henrichsen, Vicki L	10/29/2021		\$184.70
016418	Holsworth, Danny J.	10/29/2021		\$184.70
016419	King, Robert	10/29/2021		\$138.52
016420	Kramer, Linda M.	10/29/2021		\$119.24
016421	Schumack, Terri V	10/29/2021		\$184.70
016422	Ferguson, Chuck	10/29/2021		\$2,266.67
016424	Whiting Hagg & Hagg	10/27/2021		\$7,500.00
016425	RUSHMORE EQUIPMENT, LLC	10/29/2021		\$822.50
016426	ACES	11/3/2021		\$29,596.00
016427	ALLEN, TYLER	11/3/2021	\$5.02	
016428	COLE, CHASEN	11/3/2021		\$125.00
016429	Ferguson, Chuck	11/3/2021		\$480.00
016430	Hawkins, Inc.	11/3/2021		\$216.50
016431	Health Pool of South Dakota	11/3/2021		\$841.42
016432	HORST TRUCKING LLC	11/3/2021		\$286.94
016433	JOHNSON LAW OFFICE	11/3/2021		\$773.50
016434	K & D PERFORATORS, INC.	11/3/2021		\$9,100.00
016435	RITEWAY BUSINESS FORMS	11/3/2021		\$187.87
016436	SD One Call	11/3/2021		\$178.08
016437	SD Retirement System	11/3/2021		\$657.24

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Pioneer Bank & Trust
10100 CASH

Check Nbr	Vendor Name	Check Date	Outstanding	Cleared
016438	SDML WORKERSCOMPENSATION FU	11/3/2021		\$1,469.00
016439	Southern Hills Publishing Inc.	11/3/2021		\$180.31
016440	United States Postal Service	11/3/2021		\$298.00
016441	VANDIEST SUPPLY CO	11/3/2021		\$1,173.35
016442	WASSON, DUSTIN & SAMANTHA	11/3/2021		\$47.47
016443	YESCO RAPID CITY	11/3/2021		\$267.86
016444	Boddicker, Gail L.	11/15/2021		\$1,373.04
016445	Daggett, Jimmy L.	11/15/2021		\$1,360.27
016446	Swier-Dybvig, Jill	11/15/2021		\$954.55
016447	WESTERGARD, BRADLEY	11/15/2021		\$300.00
016448	Daggett, Jimmy L.	11/15/2021		\$3,508.93
016449	FARMERS SUPPLY	11/18/2021		\$3,576.36
016450	Ferguson, Chuck	11/18/2021	\$263.00	
016451	Golden West Technologies	11/18/2021		\$561.50
016452	KING, ROBERT	11/18/2021		\$82.32
016453	Mid Continent Testing Lab	11/18/2021		\$821.70
016454	SUMMIT SUPPLY CORP OF COLORAD	11/18/2021		\$1,871.69
016455	Temperature Technologies Inc.	11/18/2021	\$110.00	
016456	VERIZON CONNECT NWF	11/18/2021		\$32.38
016457	Flug, Bernhard	11/30/2021	\$415.57	
016458	Henrichsen, Vicki L	11/30/2021	\$300.14	
016459	Holsworth, Danny J.	11/30/2021	\$415.57	
016460	King, Robert	11/30/2021	\$253.96	
016461	Kramer, Linda M.	11/30/2021	\$135.40	
016462	Schumack, Terri V	11/30/2021	\$321.14	
016463	Boddicker, Gail L.	11/30/2021	\$1,160.95	
016464	Swier-Dybvig, Jill	11/30/2021	\$968.98	
016465	WESTERGARD, BRADLEY	11/30/2021	\$300.00	
016466	Ferguson, Chuck	11/30/2021	\$2,266.67	

Receipts/Deposits (\$8,578.69) (\$115,682.56)

Total Deposits (\$124,261.25)

Payments/Withdrawals \$8,371.42 \$98,386.23

Outstanding + Cleared Checks = Total Checks Written \$106,757.65

*NM Next Month items not included in Total Checks Written and Total Deposits

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

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Current Period: November 2021

		2021	2021	November	2021	% of
		YTD Budget	YTD Amt	MTD Amt	YTD Balance	Budget
GENERAL FUND						
Revenues		\$388,520.00	\$485,981.70	\$68,601.36	-\$97,461.70	125.09%
Expenditures		\$388,520.00	\$413,436.74	\$59,210.26	-\$24,916.74	106.41%
Gain/(Loss)		\$0.00	\$72,544.96	\$9,391.10	(\$72,544.96)	0.00%
Revenue						
Active	R 101-31110 PROPERTY TAXES C	\$56,345.00	\$49,497.36	\$14,855.79	\$6,847.64	87.85%
Active	R 101-31160 PROPERTY TAXES P	\$1,275.00	\$1,378.92	\$0.00	(\$103.92)	108.15%
Active	R 101-31170 PROPERTY TAXES M	\$550.00	\$3,567.28	\$150.89	(\$3,017.28)	648.60%
Active	R 101-31190 PROPERTY TAXES O	\$300.00	\$0.00	\$0.00	\$300.00	0.00%
Active	R 101-31300 SALES AND USE TAX	\$162,000.00	\$277,846.56	\$48,356.88	(\$115,846.56)	171.51%
Active	R 101-31900 PENALTY/INTEREST/	\$0.00	\$900.14	\$7.69	(\$900.14)	0.00%
Active	R 101-32000 LICENSES & MISC P	\$3,000.00	\$4,385.00	\$0.00	(\$1,385.00)	146.17%
Active	R 101-32100 BUILDING PERMIT R	\$10,000.00	\$35,034.82	\$0.00	(\$25,034.82)	350.35%
Active	R 101-32130 MISC PERMIT REVE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 101-33210 MALT BVRG LICENS	\$300.00	\$450.00	\$0.00	(\$150.00)	150.00%
Active	R 101-33220 ANIMAL LICENSE RE	\$600.00	\$1,406.00	\$9.00	(\$806.00)	234.33%
Active	R 101-33400 STATE GRANTS	\$1,100.00	\$17,521.53	\$0.00	(\$16,421.53)	1592.87%
Active	R 101-33420 WALK AUDIT GRANT	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 101-33510 BANK FRANCHISE T	\$180.00	\$248.79	\$0.00	(\$68.79)	138.22%
Active	R 101-33530 LIQUOR TAX REVER	\$2,200.00	\$2,885.65	\$0.00	(\$685.65)	131.17%
Active	R 101-33540 MOTOR VEHICLE CO	\$850.00	\$0.00	\$0.00	\$850.00	0.00%
Active	R 101-33580 LOCAL GOV HWY AN	\$1,900.00	\$2,062.62	\$0.00	(\$162.62)	108.56%
Active	R 101-33590 OTHER STATE SHAR	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 101-33800 COUNTY SHARED R	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 101-33820 CTY MV LICENSE RE	\$8,000.00	\$11,054.32	\$579.15	(\$3,054.32)	138.18%
Active	R 101-33830 COUNTY WHEEL TA	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 101-33840 OTHER COUNTY TAX	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 101-35900 OTHER FINES AND F	\$250.00	\$0.00	\$0.00	\$250.00	0.00%
Active	R 101-36000 MICELLANEOUS REV	\$550.00	\$4,872.42	\$23.75	(\$4,322.42)	885.89%
Active	R 101-36100 INTEREST EARNED	\$450.00	\$207.23	\$13.64	\$242.77	46.05%
Active	R 101-36200 OTHER MISC REVEN	\$0.00	\$3,104.74	\$0.00	(\$3,104.74)	0.00%
Active	R 101-36220 250 Main St RENTAL	\$4,500.00	\$3,310.00	\$350.00	\$1,190.00	73.56%
Active	R 101-38080 OPERATING AGREE	\$20,000.00	\$22,028.13	\$412.78	(\$2,028.13)	110.14%
Active	R 101-38810 GRBG SERVICE REV	\$42,000.00	\$41,034.99	\$3,841.79	\$965.01	97.70%
Active	R 101-39110 OPERATING TRANSF	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 101-39111 PRVS YR RETAINED	\$72,170.00	\$0.00	\$0.00	\$72,170.00	0.00%
Active	R 101-39130 SALE OF MUNICIPAL	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 101-39140 LOSS/DAMAGE CAPI	\$0.00	\$3,185.20	\$0.00	(\$3,185.20)	0.00%
Active	R 101-39200 RESIDUAL TRANSFE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Total Revenue		\$388,520.00	\$485,981.70	\$68,601.36	(\$97,461.70)	125.09%
Expenditure						
Active	E 101-41110-41100 WAGE EXPEN	\$11,625.00	\$11,825.00	\$1,850.00	(\$200.00)	101.72%
Active	E 101-41110-41200 PAYROLL TAX	\$900.00	\$904.78	\$141.54	(\$4.78)	100.53%
Active	E 101-41110-41400 WORKMEN S	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-41110-42100 OTHER INSUR	\$2,200.00	\$2,374.82	\$0.00	(\$174.82)	107.95%
Active	E 101-41110-42200 PROFESSION	\$3,575.00	\$4,874.50	\$0.00	(\$1,299.50)	136.35%
Active	E 101-41110-42300 PUBLISHING E	\$2,430.00	\$3,115.35	\$180.31	(\$685.35)	128.20%
Active	E 101-41110-42500 REPAIRS AND	\$1,600.00	\$127.40	\$0.00	\$1,472.60	7.96%
Active	E 101-41110-42600 SUPPLIES AN	\$750.00	\$518.46	\$0.00	\$231.54	69.13%
Active	E 101-41110-42700 TRAVEL AND	\$3,000.00	\$911.96	\$400.38	\$2,088.04	30.40%

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

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Current Period: November 2021

		2021	2021	November	2021	% of
		YTD Budget	YTD Amt	MTD Amt	YTD Balance	Budget
Active	E 101-41110-42900 OTHER EXPEN	\$500.00	\$310.83	\$0.00	\$189.17	62.17%
Active	E 101-41150-42600 SUPPLIES AN	\$0.00	\$21.29	\$0.00	(\$21.29)	0.00%
Active	E 101-41150-42900 OTHER EXPEN	\$0.00	\$100.00	\$0.00	(\$100.00)	0.00%
Active	E 101-41150-51000 RESERVES	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-41150-51100 OPERATING X	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-41300-41100 WAGE EXPEN	\$720.00	\$874.20	\$0.00	(\$154.20)	121.42%
Active	E 101-41300-41200 PAYROLL TAX	\$55.00	\$60.82	\$0.00	(\$5.82)	110.58%
Active	E 101-41300-42300 PUBLISHING E	\$250.00	\$164.66	\$0.00	\$85.34	65.86%
Active	E 101-41300-42600 SUPPLIES AN	\$100.00	\$85.26	\$0.00	\$14.74	85.26%
Active	E 101-41300-42700 TRAVEL AND	\$0.00	\$23.10	\$0.00	(\$23.10)	0.00%
Active	E 101-41400-41100 WAGE EXPEN	\$39,384.00	\$34,923.50	\$3,028.50	\$4,460.50	88.67%
Active	E 101-41400-41200 PAYROLL TAX	\$3,013.00	\$2,839.96	\$246.99	\$173.04	94.26%
Active	E 101-41400-41300 RETIREMENT	\$2,363.00	\$2,227.41	\$193.71	\$135.59	94.26%
Active	E 101-41400-41400 WORKMEN S	\$385.00	\$454.02	\$454.02	(\$69.02)	117.93%
Active	E 101-41400-41500 HEALTH INSU	\$2,400.00	\$200.00	\$200.00	\$2,200.00	8.33%
Active	E 101-41400-41700 ADMIN WAGE	\$29,120.00	\$26,738.13	\$2,381.25	\$2,381.87	91.82%
Active	E 101-41400-41800 ADMIN PAYRO	\$2,228.00	\$2,045.52	\$182.17	\$182.48	91.81%
Active	E 101-41400-41900 ADMIN SDRS	\$1,747.00	\$1,604.29	\$142.88	\$142.71	91.83%
Active	E 101-41400-42000 ADMIN HEALT	\$9,600.00	\$11,529.04	\$830.92	(\$1,929.04)	120.09%
Active	E 101-41400-42100 OTHER INSUR	\$3,900.00	\$4,101.97	\$0.00	(\$201.97)	105.18%
Active	E 101-41400-42200 PROFESSION	\$9,500.00	\$11,613.17	\$561.50	(\$2,113.17)	122.24%
Active	E 101-41400-42300 PUBLISHING E	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-41400-42500 REPAIRS AND	\$500.00	\$1,707.69	\$0.00	(\$1,207.69)	341.54%
Active	E 101-41400-42600 SUPPLIES AN	\$3,000.00	\$6,200.68	\$2,202.39	(\$3,200.68)	206.69%
Active	E 101-41400-42700 TRAVEL AND	\$1,500.00	\$350.09	\$0.00	\$1,149.91	23.34%
Active	E 101-41400-42800 UTILITIES EXP	\$5,675.00	\$3,819.81	\$271.83	\$1,855.19	67.31%
Active	E 101-41400-42810 PHONE & FAX	\$3,410.00	\$3,066.14	\$273.14	\$343.86	89.92%
Active	E 101-41400-42900 OTHER EXPEN	\$1,900.00	\$1,236.88	\$104.45	\$663.12	65.10%
Active	E 101-41400-43400 EQUIPMENT E	\$6,300.00	\$6,574.04	\$532.08	(\$274.04)	104.35%
Active	E 101-41400-43410 COMPUTER S	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-41410-42200 PROFESSION	\$10,000.00	\$14,606.00	\$773.50	(\$4,606.00)	146.06%
Active	E 101-41960-42200 PROFESSION	\$30,000.00	\$80,308.71	\$29,596.00	(\$50,308.71)	267.70%
Active	E 101-42100-41100 WAGE EXPEN	\$19,625.00	\$24,436.80	\$5,800.00	(\$4,811.80)	124.52%
Active	E 101-42100-41200 PAYROLL TAX	\$1,442.00	\$2,037.64	\$459.00	(\$595.64)	141.31%
Active	E 101-42100-41300 RETIREMENT	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-42100-41400 WORKMEN S	\$650.00	\$1,014.98	\$1,014.98	(\$364.98)	156.15%
Active	E 101-42100-41500 HEALTH INSU	\$2,400.00	\$2,200.00	\$200.00	\$200.00	91.67%
Active	E 101-42100-42100 OTHER INSUR	\$2,900.00	\$3,166.43	\$0.00	(\$266.43)	109.19%
Active	E 101-42100-42200 PROFESSION	\$500.00	\$6,350.00	\$600.00	(\$5,850.00)	1270.00%
Active	E 101-42100-42500 REPAIRS AND	\$1,500.00	\$5,581.66	\$0.00	(\$4,081.66)	372.11%
Active	E 101-42100-42600 SUPPLIES AN	\$500.00	\$2,508.48	\$183.15	(\$2,008.48)	501.70%
Active	E 101-42100-42610 FUEL EXPENS	\$6,500.00	\$9,465.83	\$386.31	(\$2,965.83)	145.63%
Active	E 101-42100-42620 UNIFORM EXP	\$500.00	\$808.54	\$0.00	(\$308.54)	161.71%
Active	E 101-42100-42700 TRAVEL AND	\$500.00	\$322.88	\$0.00	\$177.12	64.58%
Active	E 101-42100-42810 PHONE & FAX	\$150.00	\$0.00	\$0.00	\$150.00	0.00%
Active	E 101-42100-42900 OTHER EXPEN	\$150.00	\$341.83	\$0.00	(\$191.83)	227.89%
Active	E 101-42100-43400 EQUIPMENT E	\$500.00	\$344.62	\$32.38	\$155.38	68.92%
Active	E 101-42100-43420 AUTO EXPENS	\$1,000.00	\$1,738.48	\$0.00	(\$738.48)	173.85%
Active	E 101-42300-42200 PROFESSION	\$3,000.00	\$8,080.22	\$385.00	(\$5,080.22)	269.34%
Active	E 101-43100-41100 WAGE EXPEN	\$2,350.00	\$424.00	\$0.00	\$1,926.00	18.04%
Active	E 101-43100-41200 PAYROLL TAX	\$180.00	\$32.44	\$0.00	\$147.56	18.02%
Active	E 101-43100-42150 CONTRACT EX	\$1,633.00	\$1,360.10	\$136.01	\$272.90	83.29%

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Current Period: November 2021

		2021	2021	November	2021	% of
		YTD Budget	YTD Amt	MTD Amt	YTD Balance	Budget
Active	E 101-43100-42500 REPAIRS AND	\$16,000.00	\$31,385.03	\$267.86	(\$15,385.03)	196.16%
Active	E 101-43100-42510 SNOW REMOV	\$6,000.00	\$3,375.01	\$0.00	\$2,624.99	56.25%
Active	E 101-43100-42520 DRAINAGE EX	\$2,000.00	\$0.00	\$0.00	\$2,000.00	0.00%
Active	E 101-43100-42530 MOWING EXP	\$2,100.00	\$288.24	\$0.00	\$1,811.76	13.73%
Active	E 101-43100-42600 SUPPLIES AN	\$12,000.00	\$11,399.36	\$1,173.35	\$600.64	94.99%
Active	E 101-43100-42800 UTILITIES EXP	\$15,050.00	\$11,939.60	\$1,203.71	\$3,110.40	79.33%
Active	E 101-43100-42900 OTHER EXPEN	\$2,880.00	\$0.00	\$0.00	\$2,880.00	0.00%
Active	E 101-43230-42600 SUPPLIES AN	\$32,900.00	\$525.00	\$0.00	\$32,375.00	1.60%
Active	E 101-43230-42900 OTHER EXPEN	\$0.00	\$31,445.84	\$2,820.95	(\$31,445.84)	0.00%
Active	E 101-46520-41100 WAGE EXPEN	\$3,840.00	\$2,790.00	\$0.00	\$1,050.00	72.66%
Active	E 101-46520-41200 PAYROLL TAX	\$300.00	\$213.49	\$0.00	\$86.51	71.16%
Active	E 101-46520-42600 SUPPLIES AN	\$0.00	\$16.50	\$0.00	(\$16.50)	0.00%
Active	E 101-46520-42700 TRAVEL AND	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-46520-42900 OTHER EXPEN	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-48500-42900 OTHER EXPEN	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-48500-43100 LAND	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-48500-43200 BUILDINGS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-48500-43300 CAPITAL IMPR	\$55,840.00	\$7,404.26	\$0.00	\$48,435.74	13.26%
Active	E 101-48500-43400 EQUIPMENT E	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-51100-51100 OPERATING X	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-61100-51100 OPERATING X	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Total Expenditure		(\$388,520.00)	(\$413,436.74)	(\$59,210.26)	\$24,916.74	106.41%
Total GENERAL FUND		\$0.00	\$72,544.96	\$9,391.10	(\$72,544.96)	0.00%
BBB Gross Receipts Tax Fund						
Revenues		\$9,000.00	\$13,798.50	\$2,408.48	-\$4,798.50	153.32%
Expenditures		\$9,000.00	\$0.00	\$0.00	\$9,000.00	0.00%
Gain/(Loss)		\$0.00	\$13,798.50	\$2,408.48	(\$13,798.50)	0.00%
Revenue						
Active	R 211-31300 SALES AND USE TAX	\$9,000.00	\$13,798.50	\$2,408.48	(\$4,798.50)	153.32%
Total Revenue		\$9,000.00	\$13,798.50	\$2,408.48	(\$4,798.50)	153.32%
Expenditure						
Active	E 211-46310-42900 OTHER EXPEN	\$9,000.00	\$0.00	\$0.00	\$9,000.00	0.00%
Total Expenditure		(\$9,000.00)	\$0.00	\$0.00	(\$9,000.00)	0.00%
Total BBB Gross Receipts Tax Fund		\$0.00	\$13,798.50	\$2,408.48	(\$13,798.50)	0.00%
FEMA FUND/CONSTRUCTION ACCT						
Revenues		\$1,500.00	\$38,000.66	\$0.00	-\$36,500.66	2533.38%
Expenditures		\$1,500.00	\$0.00	\$0.00	\$1,500.00	0.00%
Gain/(Loss)		\$0.00	\$38,000.66	\$0.00	(\$38,000.66)	0.00%
Revenue						
Active	R 272-33100 FEDERAL GRANTS	\$1,500.00	\$38,000.66	\$0.00	(\$36,500.66)	2533.38%
Active	R 272-36700 DONATION INCOME	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 272-39110 OPERATING TRANSF	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Total Revenue		\$1,500.00	\$38,000.66	\$0.00	(\$36,500.66)	2533.38%
Expenditure						
Active	E 272-46310-42900 OTHER EXPEN	\$1,500.00	\$0.00	\$0.00	\$1,500.00	0.00%
Total Expenditure		(\$1,500.00)	\$0.00	\$0.00	(\$1,500.00)	0.00%
Total FEMA FUND/CONSTRUCTION ACCT		\$0.00	\$38,000.66	\$0.00	(\$38,000.66)	0.00%

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Current Period: November 2021

		2021	2021	November	2021	% of
		YTD Budget	YTD Amt	MTD Amt	YTD Balance	Budget
DEBT SERVICE FUND						
Revenues		\$121,500.00	\$73,970.84	\$21,172.98	\$47,529.16	60.88%
Expenditures		\$121,500.00	\$323,920.77	\$0.00	-\$202,420.77	266.60%
Gain/(Loss)		\$0.00	(\$249,949.93)	\$21,172.98	\$249,949.93	0.00%
Revenue						
Active	R 301-31110 PROPERTY TAXES C	\$38,000.00	\$63,712.15	\$18,032.44	(\$25,712.15)	167.66%
Active	R 301-31160 PROPERTY TAXES P	\$0.00	\$648.36	\$0.00	(\$648.36)	0.00%
Active	R 301-31170 PROPERTY TAXES M	\$3,500.00	\$9,372.87	\$3,126.42	(\$5,872.87)	267.80%
Active	R 301-31190 PROPERTY TAXES O	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 301-31900 PENALTY/INTEREST/	\$0.00	\$237.46	\$14.12	(\$237.46)	0.00%
Active	R 301-33440 DENR STATE GRANT	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 301-39111 PRVS YR RETAINED	\$80,000.00	\$0.00	\$0.00	\$80,000.00	0.00%
Active	R 301-39121 LONGTERM DEBT IS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 301-39123 STATE REVOLVING F	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Total Revenue		\$121,500.00	\$73,970.84	\$21,172.98	\$47,529.16	60.88%
Expenditure						
Active	E 301-41110-42200 PROFESSION	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 301-41410-42200 PROFESSION	\$21,702.00	\$4,365.00	\$0.00	\$17,337.00	20.11%
Active	E 301-43200-43300 CAPITAL IMPR	\$75,000.00	\$63,886.74	\$0.00	\$11,113.26	85.18%
Active	E 301-43300-43300 CAPITAL IMPR	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 301-46500-42900 OTHER EXPEN	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 301-47120-44100 PRINCIPAL	\$4,680.50	\$82,513.60	\$0.00	(\$77,833.10)	1762.92%
Active	E 301-47120-44200 INTEREST	\$2,580.98	\$873.27	\$0.00	\$1,707.71	33.83%
Active	E 301-47120-51000 RESERVES	\$726.14	\$0.00	\$0.00	\$726.14	0.00%
Active	E 301-47210-44100 PRINCIPAL	\$6,943.07	\$164,171.49	\$0.00	(\$157,228.42)	2364.54%
Active	E 301-47210-44200 INTEREST	\$8,339.09	\$8,110.67	\$0.00	\$228.42	97.26%
Active	E 301-47210-51000 RESERVES	\$1,528.22	\$0.00	\$0.00	\$1,528.22	0.00%
Total Expenditure		(\$121,500.00)	(\$323,920.77)	\$0.00	\$202,420.77	266.60%
Total DEBT SERVICE FUND		\$0.00	(\$249,949.93)	\$21,172.98	\$249,949.93	0.00%
WATER FUND						
Revenues		\$188,397.00	\$133,205.13	\$13,980.76	\$55,191.87	70.70%
Expenditures		\$188,397.00	\$130,467.01	\$20,565.59	\$57,929.99	69.25%
Gain/(Loss)		\$0.00	\$2,738.12	(\$6,584.83)	(\$2,738.12)	0.00%
Revenue						
Active	R 602-32110 WATER TAP PERMIT	\$500.00	\$1,875.00	\$0.00	(\$1,375.00)	375.00%
Active	R 602-33440 DENR STATE GRANT	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 602-36210 PENALTY REVENUE	\$1,500.00	\$5,598.42	\$387.64	(\$4,098.42)	373.23%
Active	R 602-38100 WATER REVENUE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 602-38110 WATER OPERATING	\$98,500.00	\$109,740.95	\$12,276.81	(\$11,240.95)	111.41%
Active	R 602-38120 WTR DOT 2 SURCHR	\$4,300.00	\$4,409.20	\$398.09	(\$109.20)	102.54%
Active	R 602-38130 DRINK WATER SRF	\$10,000.00	\$10,228.60	\$918.22	(\$228.60)	102.29%
Active	R 602-38190 OTHER WATER REV	\$0.00	\$1,352.96	\$0.00	(\$1,352.96)	0.00%
Active	R 602-39000 INTERFUND TRANSF	\$73,597.00	\$0.00	\$0.00	\$73,597.00	0.00%
Active	R 602-39110 OPERATING TRANSF	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 602-39111 PRVS YR RETAINED	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 602-39121 LONGTERM DEBT IS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 602-39123 STATE REVOLVING F	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 602-39130 SALE OF MUNICIPAL	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 602-39200 RESIDUAL TRANSFE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%

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Current Period: November 2021

		2021	2021	November	2021	% of
		YTD Budget	YTD Amt	MTD Amt	YTD Balance	Budget
Total Revenue		\$188,397.00	\$133,205.13	\$13,980.76	\$55,191.87	70.70%
Expenditure						
Active	E 602-41150-51000 RESERVES	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 602-43300-41100 WAGE EXPEN	\$2,352.00	\$2,777.50	\$217.00	(\$425.50)	118.09%
Active	E 602-43300-41200 PAYROLL TAX	\$180.00	\$212.46	\$16.60	(\$32.46)	118.03%
Active	E 602-43300-42100 OTHER INSUR	\$1,950.00	\$2,374.82	\$0.00	(\$424.82)	121.79%
Active	E 602-43300-42150 CONTRACT EX	\$14,944.00	\$11,718.63	\$1,065.33	\$3,225.37	78.42%
Active	E 602-43300-42200 PROFESSION	\$7,075.00	\$6,800.16	\$0.00	\$274.84	96.12%
Active	E 602-43300-42500 REPAIRS AND	\$10,000.00	\$43,365.57	\$12,765.40	(\$33,365.57)	433.66%
Active	E 602-43300-42540 PUMP & WELL	\$5,000.00	\$8,082.76	\$130.00	(\$3,082.76)	161.66%
Active	E 602-43300-42600 SUPPLIES AN	\$2,500.00	\$5,095.28	\$610.87	(\$2,595.28)	203.81%
Active	E 602-43300-42630 CHEMICALS &	\$6,100.00	\$4,605.89	\$627.35	\$1,494.11	75.51%
Active	E 602-43300-42800 UTILITIES EXP	\$16,995.00	\$16,168.38	\$2,042.32	\$826.62	95.14%
Active	E 602-43300-42900 OTHER EXPEN	\$50.00	\$959.96	\$0.00	(\$909.96)	1919.92%
Active	E 602-43300-43300 CAPITAL IMPR	\$67,775.00	\$4,760.21	\$0.00	\$63,014.79	7.02%
Active	E 602-43300-43400 EQUIPMENT E	\$3,500.00	\$0.00	\$0.00	\$3,500.00	0.00%
Active	E 602-47110-44100 PRINCIPAL	\$16,518.36	\$0.00	\$0.00	\$16,518.36	0.00%
Active	E 602-47110-44200 INTEREST	\$2,530.65	\$0.00	\$0.00	\$2,530.65	0.00%
Active	E 602-47130-44100 PRINCIPAL	\$6,211.43	\$5,934.65	\$511.19	\$276.78	95.54%
Active	E 602-47130-44200 INTEREST	\$9,124.57	\$8,123.35	\$766.81	\$1,001.22	89.03%
Active	E 602-47130-51000 RESERVES	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 602-47140-44100 PRINCIPAL	\$737.17	\$731.59	\$62.20	\$5.58	99.24%
Active	E 602-47140-44200 INTEREST	\$1,734.82	\$1,525.00	\$146.30	\$209.82	87.91%
Active	E 602-47140-51000 RESERVES	\$0.00	\$147.91	\$0.00	(\$147.91)	0.00%
Active	E 602-47150-44100 PRINCIPAL	\$467.10	\$389.66	\$38.13	\$77.44	83.42%
Active	E 602-47150-44200 INTEREST	\$864.90	\$720.31	\$72.86	\$144.59	83.28%
Active	E 602-47150-51000 RESERVES	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 602-47160-44100 PRINCIPAL	\$0.00	\$3,374.27	\$849.89	(\$3,374.27)	0.00%
Active	E 602-47160-44200 INTEREST	\$0.00	\$2,598.65	\$643.34	(\$2,598.65)	0.00%
Active	E 602-47160-51000 RESERVES	\$1,917.00	\$0.00	\$0.00	\$1,917.00	0.00%
Active	E 602-51100-51000 RESERVES	\$9,870.00	\$0.00	\$0.00	\$9,870.00	0.00%
Total Expenditure		(\$188,397.00)	(\$130,467.01)	(\$20,565.59)	(\$57,929.99)	69.25%
Total WATER FUND		\$0.00	\$2,738.12	(\$6,584.83)	(\$2,738.12)	0.00%
SEWER FUND						
Revenues		\$112,656.00	\$80,708.39	\$8,965.40	\$31,947.61	71.64%
Expenditures		\$112,656.00	\$46,527.38	\$2,641.38	\$66,128.62	41.30%
Gain/(Loss)		\$0.00	\$34,181.01	\$6,324.02	(\$34,181.01)	0.00%
Revenue						
Active	R 604-32120 SEWER TAP PERMIT	\$600.00	\$2,650.00	\$0.00	(\$2,050.00)	441.67%
Active	R 604-38300 SEWER REVENUE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 604-38310 SEWER OPERATING	\$67,500.00	\$73,650.47	\$8,568.76	(\$6,150.47)	109.11%
Active	R 604-38320 SWR DOT 1 SURCHA	\$4,500.00	\$4,407.92	\$396.64	\$92.08	97.95%
Active	R 604-38390 OTHER SEWER REV	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 604-39000 INTERFUND TRANSF	\$40,056.00	\$0.00	\$0.00	\$40,056.00	0.00%
Active	R 604-39110 OPERATING TRANSF	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 604-39111 PRVS YR RETAINED	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 604-39140 LOSS/DAMAGE CAPI	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Total Revenue		\$112,656.00	\$80,708.39	\$8,965.40	\$31,947.61	71.64%
Expenditure						
Active	E 604-41150-51000 RESERVES	\$0.00	\$0.00	\$0.00	\$0.00	0.00%

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Current Period: November 2021

		2021	2021	November	2021	% of
		YTD Budget	YTD Amt	MTD Amt	YTD Balance	Budget
Active	E 604-43200-42100 OTHER INSUR	\$1,950.00	\$2,374.82	\$0.00	(\$424.82)	121.79%
Active	E 604-43200-42150 CONTRACT EX	\$12,783.96	\$11,718.63	\$1,065.33	\$1,065.33	91.67%
Active	E 604-43200-42200 PROFESSION	\$20,000.00	\$7,649.50	\$0.00	\$12,350.50	38.25%
Active	E 604-43200-42500 REPAIRS AND	\$66,803.00	\$3,450.27	\$89.04	\$63,352.73	5.16%
Active	E 604-43200-42600 SUPPLIES AN	\$2,300.00	\$1,955.19	\$441.94	\$344.81	85.01%
Active	E 604-43200-42630 CHEMICALS &	\$850.00	\$1,224.16	\$410.85	(\$374.16)	144.02%
Active	E 604-43200-42800 UTILITIES EXP	\$3,500.00	\$3,083.82	\$314.71	\$416.18	88.11%
Active	E 604-43200-42900 OTHER EXPEN	\$251.64	\$0.00	\$0.00	\$251.64	0.00%
Active	E 604-43200-43300 CAPITAL IMPR	\$0.00	\$11,556.46	\$0.00	(\$11,556.46)	0.00%
Active	E 604-43200-43400 EQUIPMENT E	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 604-43200-51100 OPERATING X	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 604-47140-44100 PRINCIPAL	\$767.17	\$731.57	\$62.19	\$35.60	95.36%
Active	E 604-47140-44200 INTEREST	\$1,734.83	\$1,672.93	\$146.31	\$61.90	96.43%
Active	E 604-47140-51000 RESERVES	\$383.40	\$0.00	\$0.00	\$383.40	0.00%
Active	E 604-47150-44100 PRINCIPAL	\$467.10	\$389.68	\$38.14	\$77.42	83.43%
Active	E 604-47150-44200 INTEREST	\$864.90	\$720.35	\$72.87	\$144.55	83.29%
Active	E 604-47150-51000 RESERVES	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 604-48500-43100 LAND	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 604-51100-51100 OPERATING X	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Total Expenditure		(\$112,656.00)	(\$46,527.38)	(\$2,641.38)	(\$66,128.62)	41.30%
Total SEWER FUND		\$0.00	\$34,181.01	\$6,324.02	(\$34,181.01)	0.00%
Report Total		\$0.00	(\$88,686.68)	\$32,711.75	\$88,686.68	#Div/0!

PROPANE GAS SYSTEM LEASE RENTAL AGREEMENT

10c

LESSEE: _____

LESSOR: CBH CO-OP

ADDRESS: _____

2030 MAIN STREET

CITY, STATE, ZIP _____

STURGIS, SD 57785

1. DESCRIPTION OF PROPERTY LEASED. In consideration of their respective promises herein contained, and upon the terms and condition hereinafter set forth, CBH CO-OP hereby agrees to lease to Lessee, and Lessee hereby agrees to lease from CBH CO-OP, one Propane Gas System (hereinafter the "System"), consisting of one _____ gallon tank identified with serial number _____, manufactured by _____, along with other appropriate System accessories owned by CBH CO-OP, (hereinafter the "Leased Property"), for use only at the following described address:

_____, County of _____, State of _____ (hereinafter the "Premises"). Lessee shall not move the Leased Property from the Premises without the prior written consent of CBH CO-OP.

2. PROPERTY EXCLUDED. This lease specifically disclaims and excludes any gas line, fixture or any other thing that is on the site now or that is provided by the Lessee. The operation of an L.P. Gas system is complex. The Lessor is not responsible for the integrity of the system, nor does the Lessor make any claim or warranty about the system.

3. TERM OF LEASE RENTAL. The initial term of this Agreement shall commence on _____. This Agreement may be terminated by either party hereto at any time, for any or for no reason, with at least thirty (30) days written notice to the other party hereto, which notice shall be delivered in person or mailed, postage prepaid, to the other party's address as shown above, or to such other address as either party shall designate by a written notice to the other party hereto. If lessee fails to follow lessor's credit policy or otherwise defaults in the terms of this Agreement, lessor shall have the right to immediately enter the Premises and remove all leased property. All such notices shall be effective when actually delivered on or the third business day after being deposited in the mail and properly postmarked.

4. LEASE RENTAL PAYMENTS. Lessee shall pay rent to CBH CO-OP in the following terms:

Annual rental payment is determined by CBH CO-OP's current rental policy which changes from time to time. Lessee specifically agrees that CBH CO-OP reserves the right to revise annual rental payments due by Lessee for each lease year after the first lease year, upon at least thirty (30) days notice to Lessee, which revision(s) may result in the Lessee paying increased or decreased annual rental payments on the effective date of any such revision(s).

SEE ADDITIONAL TERMS ON BACK PAGE OF THIS AGREEMENT

NOTICE TO CONSUMER: (a) You are entitled to an exact copy of the Agreement you sign; (b) Do not sign this Agreement before you read it completely, even if otherwise advised; (c) Do not sign this Agreement if it contains any blank space; (d) Do not sign this Agreement unless a representative of CBH CO-OP has (i) explained the properties of propane gas, (ii) warned you of the dangers of propane gas, and (iii) also explained to you the operation of the System covered by this Agreement so that you understand how and why it is important to promptly shut off the System in the event of emergency; (e) Do not sign this Agreement unless you have determined that you can smell the presence of propane gas by a sniff test given by a representative of CBH CO-OP. BY SIGNING THIS AGREEMENT, LESSEE REPRESENTS THAT HE/SHE HAS READ AND UNDERSTANDS THIS "NOTICE TO CONSUMER," AND THAT HE/SHE HAS COMPLIED WITH THE PROVISIONS OF THE "NOTICE TO CONSUMER."

DATE: _____

CBH CO-OP

LESSEE: _____

BY: _____

LESSEE: _____

ITS: _____

LANDOWNER'S CONSENT:

The undersigned owner(s) of the property upon which the leased equipment is to be located consent to the installation of such equipment on the premises, consent to the removal of same under the terms of this agreement and also disclaim any rights or title to the leased equipment.

Landowner

Address

Landowner

Address



Type of account:

PERSONAL

LP LEASE

FARM/RANCH

APPLICANT (Please print) Name Address City/State/Zip Phone How long at this address? Do you own or rent?	Previous Address City/State/Zip Social security number Date of Birth Email address Products to use: Fuel Gas Propane Other
Occupation Present Employer Address Phone Monthly income	Tank Size LEASE/RENT or OWN Max amount of credit applying for Producer / Non-Producer Consent Card Y / N Propane Gas check performed Y / N Date performed
SPOUSE/JOINT APPLICANT (Please print) Name Address if different City/State/Zip Phone	Occupation Present Employer Monthly income Social security number Date of Birth
CREDIT REFERENCES BANK (Checking) CREDITOR CREDITOR CREDITOR	(use additional paper if necessary) ADDRESS/ PHONE # ADDRESS/ PHONE # ADDRESS/ PHONE # ADDRESS/ PHONE #

PLEASE SIGN & DATE REVERSE SIDE

CBH CO-OP Credit Manager	Mailing addresses:		Phone numbers:
Dawn Brengle dbrengle@cbhcoop.com Jacob Williamson jwilliamson@cbhcoop.com	1206 S. Douglas Hwy 2030 Main Street	Gillette WY 82716 Sturgis SD 57785	307-682-4468 605-720-2946



Dear Patrons,

Your Board of Directors has adopted a credit policy which is applicable to those patrons for whom credit has been approved. It is effective June 30, 2020.

This disclosure notice is being delivered to you so that your cooperative will be in compliance with the Truth-in-Lending Act. This will enable us to manage your cooperative more economically and efficiently for the benefit of all of our patrons.

I AGREE THAT THE FOLLOWING TERMS WILL GOVERN ANY PURCHASES CHARGED TO MY ACCOUNT WITH CBH CO-OP:

1. I will pay the entire balance showing within 30 days of the billing date, and I understand that if any portion of my balance remains unpaid for more than 60 days, I will be placed on a cash basis until the amount is paid in full.
2. I understand that a finance charge of 1.5% per month (annual percentage rate of 18%) will be applied to that part of any balance that resulted from purchases made during a calendar month but was not paid before the last day of the following month.
3. Payments will be applied first to the oldest outstanding balance.
4. In the event that collection proceedings must be instituted to collect any balance due, I will pay additional collection fees, court costs and all attorney fees.
5. If any action is brought for enforcement of this application and/or guarantee, the proper venue shall be Meade County, South Dakota (if applicant resides in South Dakota), or Campbell County, Wyoming (if applicant resides in Wyoming), regardless of the residence of the applicant.
6. If applying for a joint account, both of us agrees to be bound by the terms of this agreement and each of us agree to be jointly and severally liable for payment of all purchases.
7. CBH CO-OP has the right to amend the terms and conditions of this agreement by advising me of their intentions to do so in a manner and to the extent required by applicable law.
8. CBH CO-OP will have the right to limit or terminate my charge account, but termination will not affect my obligation to pay an existing balance. CBH CO-OP may at their option declare the entire balance due and payable.
9. A cell phone number or an email address on this application means you are hereby giving CBH CO-OP or assignee the permission to call or text that phone or send an email.
10. Your Cooperative, pursuant to its Articles of Incorporation and By-Laws has the security interest of a first lien on the capital stock or equities of the Cooperative held by any patron for any debt by that person that is deemed otherwise uncollectible by the Board of Directors.
11. To secure full payment and performance of all of my obligations and the entire indebtedness under my accounts, you (CBH CO-OP) are hereby granted a security interest under the Uniform Commercial Code in and to all merchandise purchased with my accounts with CBH CO-OP.
12. Fuel and propane accounts will be removed from route delivery service (you, the patron, will be required to monitor your tank) if the account exceeds 60 days.

EVERYTHING THAT I HAVE STATED IN THIS APPLICATION IS CORRECT TO THE BEST OF MY KNOWLEDGE. I UNDERSTAND THAT CBH CO-OP WILL RETAIN THIS APPLICATION WHETHER OR NOT IT IS APPROVED. CBH CO-OP IS HEREBY AUTHORIZED TO CHECK MY CREDIT AND EMPLOYMENT HISTORY, AND TO ANSWER QUESTIONS ABOUT YOUR CREDIT EXPERIENCE WITH ME.

APPLICANT SIGNATURE

DATE

JOINT APPLICANT SIGNATURE

DATE

Dear Patron,

To comply with the federal rules on reporting 1089 patronage dividends, we must report the taxpayer I.D. number (Social Security Number or Federal I.D. Number) of all patrons receiving dividends. We are also required to certify that your taxpayer I.D. number is correct and that you are not subject to backup withholding. If we do not comply with these rules, we are both subject to a \$50 penalty.

We are also asking you to consent to include your patronage dividends in your income as provided in the tax laws. If you deduct your cooperative purchases as a business expense, you are required to include your patronage dividend in income. If some of your purchases were not deductible expenses, you may subtract that portion of your patronage dividend from taxable income.

We ask that you sign, date, and return the bottom portion of this card so we can comply with these rules.

We appreciate your cooperation and prompt response.

Thank You!

INDIVIDUAL CONSENT AND CERTIFICATION OF TAXPAYER I.D. NUMBER

Name as Shown on Account			Taxpayer ID No., SSN or EIN	
Mailing Address			Phone	
City	State	Zip Code	Birth Date	

I hereby consent to include in my gross income, as now or hereafter provided in the federal income tax laws, the stated dollar amount of each written notice of allocation which I receive from Farmers Union Oil Company of Union Center, Seward, and Belle Fourche, SD with respect to my patronage occurring during the current and all subsequent taxable years of this cooperative. This consent shall be revocable by me at any time if in writing.

Certification - Under penalties of perjury, I certify that (1) The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and (2) I am not subject to backup 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 backup 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.

Certification Instructions - You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return. However, if after being notified by the IRS that you were subject to backup withholding, you received another notification from the IRS that you are no longer subject to backup withholding, do not cross out item (2).

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Signature

Date

11c

**AGREEMENT FOR CONTRIBUTION
OF DEVELOPER FUNDS FOR PUBLIC IMPROVEMENTS**

THIS AGREEMENT FOR CONTRIBUTION OF DEVELOPER FUNDS FOR PUBLIC IMPROVEMENTS (hereinafter "Agreement") is made and entered into this ___ day of _____, 2021, by and between the Town of Hermosa, a municipal corporation of the state of South Dakota, whose address is PO Box 298, Hermosa, South Dakota 57744 (hereinafter "Town"), and Preston Family Inc., whose address is 22760 Stone Meadow Rd., Rapid City, South Dakota 57702 (hereinafter "Developer" or "Owner").

WHEREAS, Developer owns certain real property which it seeks to voluntarily annex into the Town generally located west of Highway 79 and more specifically described in Exhibit A attached hereto and incorporated herein by this reference (hereinafter "Property"); and

WHEREAS, the Town is continuing with of the extension of its water and sewer system consistent with its multi-phase sewer and water expansion plan started in 2007; and

WHEREAS, Developer in expectation of the Town's water and sewer mains reaching Developer's land, intends to subdivide and/or develop the Property into residential lots, the effect of which will directly impact and generate the need for on-site and off-site improvements; and

WHEREAS, the Developer acknowledges that the public infrastructure improvements (also referred to as the "Improvements") required herein are reasonably attributable to the special impacts that will be generated by the proposed uses of the Property and that the terms and conditions set forth in this Agreement are reasonable, necessary and appropriate; and

WHEREAS, Developer has requested that Town provide sewer and water services and has agreed to participate in the funding of the extension of certain municipal water and sewer mains in order to provide said services to residential lots in future Lone Coyote Subdivision; and

WHEREAS, the Town has the authority to regulate the subdivision of land within its jurisdiction pursuant to SDCL §11-6-27; and

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree as follows:

1. FINANCIAL CONTRIBUTION BY DEVELOPER.

A. Within 30 days of this Agreement Developer hereby agrees to remit \$150,000 to be held by the Town which shall be applied to costs associated with the construction and installation of the subject public Improvements on a 50/50 basis as invoices are received from subcontractors. A \$150,000 irrevocable letter of credit (ILOC) from Black Hills Federal Credit Union will be also simultaneously provided with remittance from which Town may draw upon to pay half of additional invoices. Upon final acceptance by Town of the Improvements, any remaining developer funds shall be refunded to Developer.

(i) Town agrees that Developer's contribution shall not exceed \$300,000. Developer warrants that its \$300,000 contribution will be tendered to the Town and placed into a designated fund for the sole purpose of paying Project costs as described and

illustrated in Exhibit "B" attached hereto and incorporated herein by this reference; said costs may include costs associated with the city engineer review of plans and normal administrative fees associated with the development and the construction of the water and sewer line.

(ii) The anticipated completion date of the Project is March 1, 2022.

B. Developer acknowledges and agrees that additional future sewer connection fees and water tap fees, will be required totaling a combined amount of \$2,000.00 per each connection and which tap fees will be chargeable to the lots who want to hook up to the water and sewer.

C. Town agrees to cooperate with PFI pursuing additional funding sources as permitted by South Dakota Codified Law including but not limited to Tax Assessment Districts and for Tax Increment Financing Districts for certain infrastructure improvements for future phases.

2. PENDING LITIGATION.

Parties acknowledge that there is a pending legal action between the Town of Hermosa and Southern Black Hills Water System which may result in a Federal Court Order prohibiting to the Town from providing water to Lone Coyote Subdivision; however Developer agrees that with or without Hermosa providing water, sewer service is critical to the development of its subdivision and will release Town from any obligation to provide water regardless of any obligations of Town created herein and the consideration paid by Developer.

3. INDEMNIFICATION.

Developer agrees to indemnify and hold harmless the Town and its officers and employees from and against all liability, claims, demands and expenses, including court costs and attorney fees, resulting from any act on account of any injury, loss or damage, which arise out of or are in any manner connected with the work to be performed under this Agreement if such death injury, loss or damage is caused in whole or in part by the negligent act or omission, error, professional error, mistake, accident or other fault of Developer, any Subcontractor of Developer or any officer, employee or agent of Developer. The obligations of this section shall not apply to the extent the Town becomes liable by final judgment to pay a third party as the result of the negligent act or omission, error, professional error, mistake, accident or other fault of the Town.

Town agrees to indemnify and hold harmless the Developer and its officers, directors and employees from and against all liability, claims, demands and expenses, including court costs and attorney fees, resulting from any act on account of any injury, loss or damage, which arise out of or are in any manner connected with the work to be performed under this Agreement if such death injury, loss or damage is caused in whole or in part by the negligent act or omission, error, professional error, mistake, accident or other fault of Town, any Subcontractor of Town or any officer, employee or agent of Town. The obligations of this section shall not apply to the extent the Developer becomes liable by final judgment to pay a third party as the result of the negligent act or omission, error, professional error, mistake, accident or other fault of the Developer.

4. MISCELLANEOUS PROVISIONS.

A. Governing Law and Venue. This Agreement shall be governed by the laws of the state of South Dakota, and venue shall be in the Circuit Court for the Seventh Judicial Circuit, County of Custer, state of South Dakota. The parties hereto agree and acknowledge that this Agreement may be enforced at law or in equity.

B. Governmental Immunity Act. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions of South Dakota Codified Law.

C. Title and Authority. Developer warrants to the City that it is the record owner of the Property. Each individual executing this Agreement covenants and warrants that he or she is fully authorized to execute this Agreement on behalf of the party he or she represents.

D. No Waiver. The failure of the Town to take timely action with respect to the breach of any term, covenant or condition hereof shall not be deemed to be a waiver of such performance by Developer, or a waiver of any subsequent breach of the same, or any other term, covenant, or condition herein contained.

E. Binding Effect. This Agreement shall be binding on the parties hereto and their respective heirs, successors and assigns.

F. Entire Agreement. This Agreement shall constitute the entire agreement between the parties with regard to the subject matter herein. No subsequent amendment shall be valid unless made in writing and executed by the parties hereto.

G. Notice. Any notice that may be given under the terms of this Agreement shall be made in writing and shall be deemed made upon personal service or upon mailing by United States Mail, postage prepaid, to the other party, unless amended by written notice, as follows:

DEVELOPER:

Preston Family, Inc.
22760 Stone Meadow Rd.
Rapid City, SD 57702

TOWN:

Town of Hermosa
PO Box 298
Hermosa, SD 57744

H. Severability. To the extent that this Agreement may be executed and performance of the obligation of the parties may be accomplished within the intent of this Agreement, the terms of this Agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.

I. No Third-Party Beneficiary. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Town and Developer, and nothing contained in this Agreement shall give or allow any such claim or action of any third person regarding this Agreement. It is the expressed intention of the Town and the Developer that no person other than the Town or Developer receiving services or benefits under this Agreement shall be deemed a beneficiary hereof.

BID FORM
 REVISED 09/22/2021

TOWN OF HERMOSA WATER AND SEWER EXPANSION PROJECT
 HERMOSA, SOUTH DAKOTA

DATE: 9/29/2021

PROPOSAL OF: R.C.S. Construction, Inc.,

hereinafter called the Contractor, proposes and agrees to and with The Town of Hermosa, hereinafter called the Owner, to complete the work according to the contract documents and to furnish the following at the price stated:

Item No.	Description of Item	Estimated Quantity	Unit	Unit Cost	Extended Cost
1	Mobilization	1.0	LS	\$ 36,966.36	\$ 36,966.36
2	Miscellaneous and Incidentals	1.0	LS	\$ 16,670.31	\$ 16,670.31
3	Erosion and Sediment Control	1.0	LS	\$ 5,443.75	\$ 5,443.75
4	Traffic Control	1.0	LS	\$ 3,792.69	\$ 3,792.69
5	8" Water Main C-900, DR-18	2876.0	LF	\$ 61.11	\$ 175,752.36
6	6" Water Main C-900, DR-18 (FH LEADS)	36.0	LF	\$ 64.31	\$ 2,315.16
7	8" 90° Horiz. Bend	2.0	EA	\$ 724.35	\$ 1,448.70
8	8" 11.25° Vertical. Bend	6.0	EA	\$ 613.54	\$ 3,681.24
9	8" 22.5° Vertical. Bend	4.0	EA	\$ 619.11	\$ 2,476.44
10	8" Gate Valve	6.0	EA	\$ 2,328.71	\$ 13,972.26
11	8" x 6" x 8" Tee	6.0	EA	\$ 832.59	\$ 4,995.54
12	8" Cap	1.0	EA	\$ 408.69	\$ 408.69
13	Broing of Shorb Road for water and sewer mains	1.0	EA	\$ 30,020.99	\$ 30,020.99
14	Sanitary Sewer Main, 10" PVC	2901.0	LF	\$ 59.28	\$ 171,971.28
15	48" PCC Manhole	8.0	EA	\$ 3,581.35	\$ 28,650.80
16	Fire Hydrant w/Aux Valve	5.0	EA	\$ 6,477.46	\$ 32,387.30
17	Flush Mounted Tracer Wire Access Box	5.0	EA	\$ 477.84	\$ 2,389.20
18	Sewer Main Encasement with insulation	200.0	LF	\$ 89.43	\$ 17,886.00
19	Seed, Fertilize and Mulch	3225.0	SY	\$ 1.85	\$ 5,966.25
20	Material Testing	1.0	LS	\$ 4,499.07	\$ 4,499.07
21	1" Water Service with curb stop location TBD	1.0	EA	\$ 3,286.65	\$ 3,286.65
				TOTAL BID AMOUNT:	\$ 564,981.04

Five hundred sixty four thousand nine hundred eighty one dollars and four cents

(Total Bid Price Written in Words)

All Bid Prices include any applicable federal, state and local taxes. This includes SD excise tax.

The within proposal and agreement are based upon the conditions, stipulations, and specifications named in the notice inviting bids for the Town of Hermosa Water and Sewer Expansion Project, which notice, drawings and detailed specifications are made as definitely a part of this contract as if written herein at length.

In the possible case of a discrepancy in bid amount, the written amount shall rule.

In submitting this Bid, Bidder represents that:

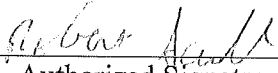
- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda:

<u>Addendum #/Date</u>	<u>Addendum #/Date</u>
#1	9/22/2021
_____	_____
_____	_____
_____	_____

- B. Bidder has visited the site, has become familiar with it and is satisfied as to the general, local and site conditions that may affect cost, progress, and performance of the Work.
- C. The Project Final Completion date is March 1, 2022. Contractor agrees with the provisions for liquidated damages of \$250.00 Per Calendar Day, for failure to complete the project within the stated completion time.

In submitting this Bid Form it is understood that the Owner reserves the right to reject any and all bids and to waive all informalities.

Respectfully submitted:

<u>R.C.S. Construction, Inc.</u> Name of Company (Contractor) <u>Robert C. Scull II (RC)</u>	Date: <u>9/29/2021</u>
 Authorized Signature	Address: <u>PO Box 9337</u> <u>Rapid City, SD 57709</u>
Title: <u>President</u>	Contact: <u>Robert C. Scull II (RC)</u>
Phone / Fax: <u>(605)342-3787</u>	Email: <u>rc@rcsconst.com</u>

(Seal if corporation)

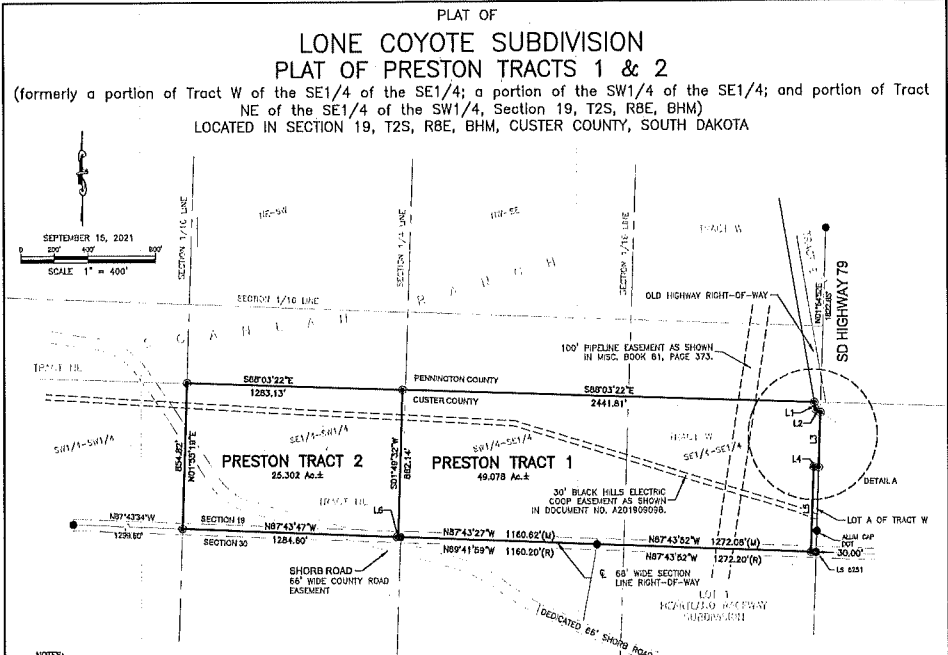
Submit this Bid Form in duplicate with other required materials in a sealed opaque envelope with the notation of "Sealed Bid Enclosed: Town of Hermosa Water and Sewer Expansion Project" on the face thereof. No electronic or facsimile bids will be accepted.

END OF BID FORM

DRAWING NUMBER
12 PLAT 893

DRAWING NUMBER
12 PLAT 893

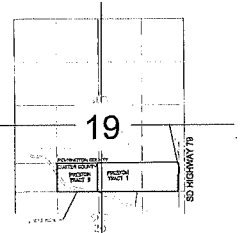
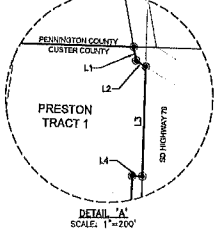
8x4 PG 28 | CUT 1 PG 36



NOTES:
 UTILITY AND MINOR DRAINAGE EASEMENTS: 10' ON THE INTERIOR SIDES OF ALL LOT LINES NOT ADJACENT TO PUBLIC RIGHT-OF-WAYS.
 ANY MAJOR DRAINAGE EASEMENT SHOWN HEREIN SHALL BE KEPT FREE OF ALL OBSTRUCTIONS INCLUDING BUT NOT LIMITED TO BUILDINGS, WALLS, FENCES, HEDGES, TREES AND SHRUBS. THESE EASEMENTS GRANT TO ALL PUBLIC AUTHORITIES THE RIGHT TO CONSTRUCT, OPERATE, MAINTAIN, INSPECT, AND REPAIR SUCH IMPROVEMENTS AND STRUCTURES AS IT DEEMS EXPEDIENT TO FACILITATE DRAINAGE FROM ANY SOURCE.
 BASIS OF BEARINGS: SOUTH DAKOTA STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NAD83(2011), CORRECTED FROM CPDS.
 WATER PROTECTION STATEMENTS PURSUANT TO SDCL 11-3-8.1 AND 11-3-8.2, THE DEVELOPER OF THE PROPERTY DESCRIBED WITHIN THIS PLAT SHALL BE RESPONSIBLE FOR PROTECTING ANY WATERS OF THE STATE INCLUDING CREEKS, RIVERS, AND STREAMS LOCATED ADJACENT TO OR WITHIN SUCH PROTECTIONS CONFORM TO AND FOLLOW ALL REGULATIONS OF THE SOUTH DAKOTA DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES RELATING TO THE SAME.
FLOODPLAIN STATEMENT:
 BASED ON THE FLOOD INSURANCE RATE MAP NUMBER 46033C0200P (NOT PRINTED), EFFECTIVE DATE JANUARY 6, 2012, INDICATES THE SUBJECT PROPERTY IS LISTED IN ZONE D.

LEGEND
 ● Denotes set 5/8" rebar with survey cap marked "Banner - Assoc. 9213".
 ○ Denotes Found Survey Monument marked LS 8908, unless otherwise noted.
 (M) Denotes recorded in previous plat or description.
 (M) Denotes Measured in this survey.

Line #	Distance	Bearing
L1	40.55	S00° 47' 23"E
L2	33.60	S57° 21' 23"E
L3	321.73	S01° 54' 53"W
L4	30.00	N87° 43' 52"W
L5	497.70	S01° 54' 53"W
L6	15.00	N87° 43' 47"W



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

We the undersigned do hereby certify that we are the owners of the land shown and described herein, that the survey was done at our request for the purpose indicated herein that we do hereby approve the survey and within plat of said land, and that the development of this land shall conform to all existing applicable zoning, subdivision, erosion and sediment control regulations.
 Any land shown on the within plat as dedicated to public right-of-way is hereby dedicated to public use and public utility use as such, former, but such dedication shall not be construed to be a donation of the fee of such land.
 In witness whereof, I have set my hand and seal.

OWNERS: Preston Family, Inc.
 By: _____
 On this _____ day of _____, 20____, before me, a Notary Public, personally appeared _____, known to me to be the person described in the foregoing instrument and acknowledged to me that he signed the same.
 NOTARY PUBLIC: _____
 My commission expires: October 20, 2026

CERTIFICATE OF TOWN FINANCE OFFICER
 I, Finance Officer of the Town of Hermosa, South Dakota, do hereby certify that the foregoing instrument is a true and correct copy of the resolution adopted by the Town Board of Hermosa South Dakota, at a meeting held on the _____ day of _____, 20____.

HERMOSA FINANCE OFFICER: _____

CERTIFICATE OF DIRECTOR OF EQUIZATION
 I, Director of Equization for Custer County, do hereby certify that I have a copy of the within described plat in my office.

DIRECTOR OF EQUIZATION: _____

 DATE: 10-8-2021

CERTIFICATE OF HIGHWAY AUTHORITY
 The location of these lots meet the requirements of the county as it relates to access onto County roads.
CUSTER COUNTY HIGHWAY AUTHORITY: _____
 DATE: 9-27-21

VICINITY MAP
 State of SD Certificate of Registrar of Deeds
 County of Custer Document # 84359
 Filed this 29th day of October, 2021 at 2:02 P.M.
 in Book 12 of Plats, Page 893. Fee: \$108.00 Pd

 Registrar of Deeds, Custer County
 S.S. _____

CERTIFICATE OF SURVEYOR
 State of South Dakota
 County of Pennington
 S.S. _____
 I, Eric D. Howard, Registered Land Surveyor No. 9213 in the State of South Dakota, do hereby certify that at the request of the owners listed herein, I have surveyed the tract of land shown, and to the best of my knowledge and belief, the within plat is a representation of said survey. Easements or restrictions of miscellaneous record or private agreements that are not known to me are not shown herein.
 In witness whereof, I have hereunto set my hand and seal.

 Eric D. Howard, Registered Land Surveyor
 DATE: 9-15-21

RESOLUTION OF GOVERNING BOARD
 Whereas, there has been presented to the Town Board of Hermosa, South Dakota, the within plat of the above described lands, and it appearing to the Board that said plat conforms to the existing plat of said Town, that the streets set forth therein conform to the system of streets of the municipality, that all provisions of assessments upon the tract have been fully paid, and that said plat and the survey thereof have been executed according to law, now therefore, BE IT RESOLVED, that said plat is hereby approved in all respects.
 Dated at Hermosa, South Dakota, this _____ day of _____, 20____.

CERTIFICATE OF COUNTY TREASURER
 I, Treasurer for Custer County, do hereby certify that the within described properties have been fully paid according to the records.
TREASURER: _____
 DATE: 9/27/21

VOIDED
CERTIFICATE OF REGISTER OF DEEDS
 State of South Dakota
 County of Custer
 S.S. 84160
 Filed this 8 day of October, 2021 at 11:11 o'clock P.M.
 in Book 12 of Plats Page 889

 REGISTER OF DEEDS, CUSTER COUNTY

11D

Gail Boddicker

From: Stephen Burgess <burgess@deankurtzconstruction.com>
Sent: Thursday, December 2, 2021 7:30 AM
To: Gail Boddicker
Cc: Naugle, Mark
Subject: FW: Hermosa drainage

Gail

As discussed during our weekly meeting for the Hermosa School which some of the Town Board Members attended on November 2,2021, we have reviewed the drainage at the south end of the school property along Whitney. The Civil Engineering firm for the school project as also reviewed this drainage area. There were multiple review meetings that took place during the design phase of the project that involved the Town of Hermosa Engineer, Ron Bangs reviewing and approving all the new drainage plans for the school project. The site drainage has been installed in full accordance with the plans that were approved by the Town of Hermosa and its engineer. Upon review of the area along Whitney that is in question, we feel that school property and associated drainage on the school property is functioning as designed. The standing water to the east of the school property and along the north side of Whitney is a function of poorly graded drainage ditches and plugged culverts. We feel that the maintenance of the drainage ditches and culverts outside of the school property is the responsibility of the Town of Hermosa.

Thank you,

Stephen Burgess
Vice President of Operations

direct: (605) 721-1357
mobile: (605) 209-4182



phone: (605) 343-6665
fax: (605) 343-5932

1651 Rand Road
Rapid City, SD 57702
www.deankurtzconstruction.com

**OPERATING AGREEMENT FOR MUNICIPAL
OFF-SALE MALT BEVERAGE & SD FARM WINE ESTABLISHMENT**

1. **PARTIES:**

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

2. **PURPOSE:**

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

3. **PROPERTY:**

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

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

This agreement shall expire the 30th day of June, 2022.

5. ~~**RENEWAL: INTENTIONALLY OMITTED.**~~

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

6. **OBLIGATIONS OF OPERATOR:**

~~a) The Operator shall be responsible for all operating expenses including, but not limited to, utilities, purchase of all liquor, taxes, insurance and license fees, if any.~~

~~b) Cancellation of the agreement shall be made upon ninety (90) days written notice by either party.~~

~~e) The Operator shall furnish a suitable building situated upon the following described real property: _____ City of Hermosa, Custer County, State of South Dakota.~~

d) Operator shall operate said off-sale establishment so situated and arranged and the business operated therein to be so conducted as to be in conformity with the ordinances of the Town of Hermosa and the laws of the State of South Dakota.

e) Operator shall operate said off-sale establishment only on the days and during the hours specified by ordinance of the governing body of the Town and also in conformity with the laws of the State of South Dakota. This shall not be construed to mean, however, that there exists any restriction on the seasonal operation of the business provided all license fees hereunder are paid in a timely manner and Operator is in compliance with all laws and town ordinances. ~~Furthermore, the~~

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

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

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

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

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

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

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

8. **LIABILITY INSURANCE:**

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

9. **ASSIGNMENT:**

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

10. **LICENSES/FEES:**

- a) Operator agrees to pay the sum of Three Hundred Dollars (\$300.00) per year for an on-off sale Malt Beverage license which includes on-off sale of South Dakota Farm Wine and 5% of the beer and wine purchases by the operator for the previous month. Proof of purchases A spreadsheet containing Operator's invoice cost, less any applicable discounts, and the applicable markup (i.e. copies of invoices from the distributor) of the same must accompany payments shall be submitted to Town each month. Purchases will be verified by the distributor at the discretion of the Finance Officer. **Payments are to be made on the first fifth (1st5th) day of each month, provided the Town accepts payment by EFT or ACH with the right of prepayment.** ~~In the event the Operator does not pay the monthly license fee by the close of business on the fifth day of each month to the Finance Officer at the Hermosa Town Office, PO Box 298, Hermosa, SD 57744, the license may be suspended immediately, and Operator shall be subject to a \$50.00 late fee, plus \$25.00 per week thereafter. To redeem the license, the Operator shall pay three (3) monthly payments in advance in addition to the late fees. In addition, any returned checks will be subject to an additional \$100.00 penalty and \$35.00 fee at the first offense. Subsequent returned checks will result in payment terms of cash or money order only. Upon receipt of a returned check the license may be revoked immediately.~~
- b) Operator shall purchase beer and SD Farm Wine directly from authorized liquor distributors in conformance with all applicable state laws.

11. **AREA OF LICENSE:**

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

12. **CANCELLATION AND TERMINATION:**

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

13. **NOTICE:**

Any notice provided for herein may be given by registered or certified United States mail, postage and fees prepaid, and addressed, if to the Operator, as described in paragraph 1 herein, with the principal office located at 100 Mission Ridge, Goodlettsville, TN 37072 addressed to _____ Law Department and if to the Town, at PO Box 298, Hermosa, South Dakota 57744. The places to which notices are to be given hereunder may

be changed from time to time by either party by written notice, given to the other.

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

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

15. **MUTUAL OBLIGATIONS:**

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

16. **MODIFICATIONS:**

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

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

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

18. **INTEGRATION:**

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

~~19. **RELEASE OF LIABILITY AND INDEMNIFICATION:**~~

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

20. **CAPTIONS:**

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

TOWN BOARD APPROVAL DATE: _____

OPERATOR(S):

By: _____
Owner

DATE: _____

By: _____
Owner

DATE: _____

ITS: _____

DATE: _____

TOWN OF HERMOSA:

Dan Holsworth
Town Board President

DATE: _____

ATTEST:

Gail Boddicker
Finance Officer

DATE: _____

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**ORDINANCE NO. 2.073A
SUPPLEMENTAL 2021 APPROPRIATIONS ORDINANCE**

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

The Board allocates and appropriates an additional \$123,095.00 to the original 2021 Budget Ordinance as follows:

		General Fund
4111 - LEGISLATIVE	\$	1,500
4130 - ELECTION	\$	100
4210 - LAW ENFORCEMENT	\$	25,500
4210 - FINANCE	\$	3,600
41410 - PROFESSIONAL FEES EXPENSE (ATTORNEY)	\$	15,000
41960 - PROFESSIONAL FEES EXPENSE (ENGINEER)	\$	71,000
4230 - BUILDING INSPECTOR	\$	5,700
4323 - GARBAGE	\$	3,020
4652 - PLANNING AND ZONING	\$	125
TOTAL APPROPRIATIONS	\$	<u>125,545</u>

SOURCE OF FUNDING:

Unassigned Fund Balance	\$	<u>125,545</u>
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Debt Service Fund

301 - Debt Service	\$	202,421
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SOURCE OF FUNDING:

Unassigned Fund Balance	\$	<u>202,421</u>
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Signed and Dated by the President of the Board of Trustees

AN ORDINANCE CREATING A NEW CHAPTER 95 OF THE TOWN OF HERMOSA ORDINANCES TO INCLUDE CREATING LICENSING PROVISIONS AND REGULATION OF CANNABIS ESTABLISHMENTS AND REGULATING THE INGESTION OF MARIJUANA IN PUBLIC LOCATIONS

BE IT ORDAINED BY THE TOWN OF HERMOSA, THAT THE TOWN OF HERMOSA ORDINANCES IS AMENDED BY ADDING A NEW CHAPTER 95 THERETO TO INCLUDE CREATING LICENSING PROVISIONS AND REGULATION OF CANNABIS ESTABLISHMENTS AND REGULATING THE INGESTION OF MARIJUANA IN PUBLIC LOCATIONS AS FOLLOWS:

§ 95.01: DEFINITIONS

Unless an alternative definition is explicitly stated in this section, this chapter utilizes the definitions for cannabis-related terms which are defined by SDCL 34-20G-1.

Cannabis Cultivation Facility: in addition to the definition in SDCL 34-20G-1, this term is further defined as a legally licensed entity that acquires, possesses, cultivates, delivers, transfers, transports, supplies, or sells cannabis and related supplies to a cannabis establishment.

Cannabis Dispensary: in addition to the definition in SDCL 34-20G-1, this term is further defined as a legally licensed entity that acquires, possesses, stores, delivers, transfers, transports, sells, supplies, or dispenses cannabis, cannabis products, paraphernalia, or related supplies and educational materials.

Cannabis Establishment: cannabis cultivation facility, a cannabis testing facility, a cannabis product manufacturing facility, or a cannabis dispensary.

Cannabis Product Manufacturing Facility: in addition to the definition in SDCL 34-20G-1, this term is further defined as a legally licensed entity that acquires, possesses, manufactures, delivers, transfers, transports, supplies, or sells cannabis products to a cannabis dispensary.

Cannabis Products: any concentrated cannabis, cannabis extracts, and products that are infused with cannabis or an extract thereof, and are intended for use or consumption by humans. The term includes edible cannabis products, beverages, topical products, ointments, oils, and tinctures

Cannabis Testing Facility: in addition to the definition in SDCL 34-20G-1, this term is further defined as a legally licensed entity legally authorized to analyze the safety and potency of cannabis.

Department: the South Dakota Department of Health

Ingest– Any person who intentionally ingests, inhales, or otherwise takes into the body any substance.

Marijuana – all parts of any plant of the genus cannabis, whether growing or not, in its natural and unaltered state, except for drying or curing and crushing or crumbling. The term includes an altered state of marijuana absorbed into the human body. The term does not include fiber produced from the mature stalks of such plant, or oil or cake made from the seeds of such plant. The term does not include the plant Cannabis sativa L. and any part of that plant, including the seeds thereof and all derivatives, extracts, cannabinoids, isomers, acids, salts, and salts of isomers, whether

growing or not, with a delta-9 tetrahydrocannabinol concentration of not more than three-tenths of one percent on a dry weight basis.

Public Place - Any place whether within or without a building, commonly and customarily open to or used by the general public and any street, highway, alley or sidewalk.

§ 95.02: LICENSE REQUIRED

- (a) No cannabis establishment may be located or operate in the town without the appropriate valid and current cannabis establishment license issued by the town pursuant to this article. A violation of this provision is subject to the general penalty provision in Section 95.17. Each day of the violation constitutes a separate offense.
- (b) No cannabis establishment may be located or operate in the town without the appropriate valid and current cannabis establishment registration certificate issued by the Department pursuant to rules promulgated under SDCL 34-20G. A violation of this provision is subject to the general penalty provision in Section 97.17. Each day of the violation constitutes a separate offense.

§ 95.03: LICENSE APPLICATION

- (a) An application for a cannabis establishment license must be made on a form provided by the town. No other application form will be considered.
- (b) The applicant must submit the following:
 - 1. Application fee of \$5,000 The Town will reimburse \$2,500 for applicants who fail to obtain a registration certificate from the South Dakota Department of Health.
 - 2. An application that will include, but is not limited to, the following:
 - i. The legal name of the prospective cannabis establishment;
 - ii. The physical address of the prospective cannabis establishment that meets distance requirements from 1,000 feet from existing schools, 500 feet from existing churches, 500 feet from existing daycares, and 500 feet from existing libraries as well as any location requirements pursuant SDCL 34-20G and the administrative rules promulgated thereunder.
 - iii. The name, address, and birth date of each principal officer, owner, and board member of the proposed cannabis establishment.
 - iv. A sworn statement that no principal officer, owner, or board member has been convicted of a violent felony offense in the previous ten (10) years in any jurisdiction.
 - v. Any additional information requested by the town.

§ 95.04: ISSUANCE OF LICENSE

(a) The town will issue a license unless:

1. The applicant has made a false statement on the application or submits false records or documentation; or
2. Any owners, principal officer, or board member of the applicant is under the age of twenty-one (21) years; or
3. Any owner, principal officer, or board member of the applicant has been convicted of a violent felony offense in the previous ten (10) years in any jurisdiction;
4. The proposed location does not meet the applicable distance requirements from schools, churches, daycares, and libraries
5. The proposed location does not meet all location requirements under SDCL 34-20G and the administrative rules promulgated thereunder;
6. The license is to be used for a business prohibited by state or local law, statute, rule, ordinance, or regulation; or
7. Any owner, principal officer, or board member of the applicant has had a cannabis establishment license revoked by the town or a registration certificate revoked by the state; or
8. An applicant, or an owner, principal officer, or board member thereof, is overdue in payment to the town of taxes, fees, fines, or penalties assessed against or imposed upon the applicant in relation to any cannabis establishment; or
9. The applicant will not be operating the business for which the license would be issued.

(b) In the case of an application for a cannabis dispensary license, the town will reject the application if the limit on the number of cannabis dispensaries has been reached.

(c) The license must be posted in a conspicuous place at or near the entrance to the cannabis establishment so that it may be easily read at any time.

§ 95.05: CITY NEUTRALITY AS TO APPLICANTS

(a) Upon request from the Department as to the Town's preference of applicants, the Town will neither support nor oppose any registration certificate application under consideration by the Department. Likewise, if inquiry is made by the Department, the Town will abstain from endorsing any application as beneficial to the community.

§ 95.06: NUMBER OF CANNABIS DISPENSARIES

(a) No more than two (2) cannabis dispensaries shall be allowed to operate in the Town at any time.

§ 95.07: EXPIRATION OF LICENSE AND RENEWAL

- (a) Each license expires one year from the date of issuance and may be renewed only by making application as provided in Section 95.03. Application for renewal must be submitted at least thirty (30) days before the expiration date. The license holder must continue to meet the license requirements to be eligible for a renewal.
- (b) The renewal fee is \$5,000. The Town will reimburse \$2,500 for applicants who fail to obtain a renewal of their registration certificate from the Department.
- (c) Failure to renew a license in accordance with this section may result in additional fees. Upon expiration of the license, the Town may order closure of the cannabis establishment.
- (d) If a license holder has not operated an establishment for which it holds a license in the preceding twelve (12) months, the license will not be renewed.

§ 95.08: SUSPENSION

- (a) A license may be suspended if the license holder or an employee or agent of the license holder:
 - 1. Violates or is otherwise not in compliance with any section of this article.
 - 2. Consumes or smokes or allows any person to consume or smoke cannabis on the premises of the cannabis establishment.
 - 3. Knowingly dispenses or provides cannabis or cannabis products to an individual or business to whom it is unlawful to provide cannabis or cannabis products.
- (b) A license may be suspended if the license holder has its Department-issued registration certificate suspended, revoked, or not renewed by the Department or if the registration certificate is expired.
- (c) A license may be suspended if the license holder creates or allows to be created a public nuisance at the cannabis establishment.

§ 95.09: REVOCATION

- (a) A license may be revoked if the license is suspended under Section 95.08 and the cause for the suspension is not remedied.
- (b) A license may be revoked if the license is subject to suspension under Section 95.08 because of a violation outlined in that section and the license has been previously suspended in the preceding 24 months.
- (c) A license is subject to revocation if a license holder or employee of a license holder:
 - 1. Gave false or misleading information in the material submitted during the application process;
 - 2. Knowingly allowed possession, use, or sale of non-cannabis controlled substances on the premises;

3. Operated the cannabis establishment or the business of the cannabis establishment for which a license is required under this article while the license was suspended;
4. Repeated violations of this chapter;
5. Operated a function of a cannabis establishment for which the license holder was not licensed (e.g., a licensed cannabis cultivation facility conducting cannabis testing functions without a cannabis testing establishment license);
6. A license holder, or an owner, principal officer, or board member thereof, is delinquent in payment to the town, county, or state for any taxes or fees related to the cannabis establishment;
7. A license holder, or an owner, principal officers, or board member thereof, has been convicted of, or continues to employ an employee who has been convicted of, a disqualifying felony offense as defined by SDCL 34-20G; or
8. The license holder has its Department-issued registration certificate suspended, revoked, or not renewed or the registration certificate is expired.
9. The license holder allows a public nuisance to continue after notice from the Town.

§ 95.10. SUSPENSION AND REVOCATION PROCESS

- (a) The license holder will receive a notice of intent to suspend or notice of intent to revoke informing the license holder of the violation and the city's intention to suspend or revoke the license. The notice will be hand delivered to the license holder or an employee or agent of the license holder or sent by certified mail, return receipt requested to the physical address of the cannabis establishment.
- (b) If the license holder disputes the suspension or revocation, the license holder has ten (10) days from the postmark date on the notice or the date the notice was hand delivered to request a hearing before a hearing panel, which will consist of the Town Board of Trustees.
- (c) A suspension will be for thirty (30) days and begins ten (10) days after the postmark date on the notice or the date the notice is hand delivered unless the license holder exercises its rights to process and appeal, in which case the suspension takes effect upon the final determination of suspension.
- (d) A revocation will be for one (1) year and begins ten (10) days after the postmark date on the notice or the date the notice is hand delivered unless the license holder appeals the revocation, in which case the revocation takes effect upon the final determination of revocation.
- (e) The license holder who has had the license revoked may not be issued any cannabis establishment license for one year from the date the revocation became effective.

§ 95.11: APPEAL

An applicant or license holder who has been denied a license or renewal of a license or who has

had a license suspended or revoked under this article may appeal to the Town Board by submitting a written appeal within ten (10) days of the postmark on the notice of denial, nonrenewal, suspension, or revocation. The written appeal must be submitted to Town of Hermosa P.O. Box 298 Hermosa, South Dakota 57744. The appeal will be considered by the Town Board at a regularly scheduled meeting within one month of the receipt of the appeal.

§ 95.12: LICENSES NOT TRANSFERRABLE

No cannabis establishment license holder may transfer the license to any other person or entity either with or without consideration, nor may a license holder operate a cannabis establishment at any place other than the address designated in the application.

§ 95.13: HOURS OF OPERATION FOR DISPENSARIES

No cannabis dispensary may operate between the hours of 7:00 pm and 7:00 am any day of the week. Cannabis dispensaries are required to be open a minimum of 16 hours per week, every week of the year.

§ 95.14: LIABILITY FOR VIOLATIONS

Notwithstanding anything to the contrary, for the purposes of this article, an act by an employee or agent of a cannabis establishment that constitutes grounds for suspension or revocation will be imputed to the cannabis establishment license holder for purposes of finding a violation of this article, or for purposes of license denial, suspension, or revocation, only if an officer, director or general partner or a person who managed, supervised or controlled the operation of the cannabis establishment, knowingly allowed such act to occur on the premises.

§ 95.15 GENERAL USE.

It shall be unlawful for any person to openly possess or ingest marijuana in any public place or public property within the Municipality of Hermosa.

§ 95.16 BUSINESS USE.

It is unlawful for any person or entity maintaining, owning or operating any public place to operate and knowingly or with reason to know, permit or allow any person possess or ingest marijuana in any public place or any place that is open to the public.

§ 95.17: PENALTIES

Any person who operates or causes to be operated a cannabis establishment without a valid license or in violation of this article is subject to a suit for injunction as well as prosecution for ordinance violations. Such violations are punishable by a maximum fine of five hundred dollars (\$500.00). Each day a cannabis establishment so operates is a separate offense or violation.

Severability. The provisions of this ordinance are severable. If any provision of this ordinance or the application thereof to any person or circumstance is held to be invalid, such invalidity shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application.

§ 95.18: PENALTY

Any person violating any provision of this chapter for which there is no specific penalty is prescribed shall be subject to §10.99.

BOARD OF TRUSTEES

President

ATTEST:

Finance Officer

First Reading: 9-9-21
Second Reading: 9-16-21
Publication Date 9-22-21
Effective Date: 10-20-21



EMPLOYER'S SUBSCRIPTION AGREEMENT
THE HEALTH POOL OF SOUTH DAKOTA

Requested Effective Date January 1, 2022

Hermosa, Town of HP199 46-6000189
Employer Name Member Number Federal ID #
PO Box 298 Hermosa SD 57744
Street Address Mailing Address City State Zip Code
Gail Boddicker 605-255-4291 605-255-4094
Contact Person Telephone Number Fax Number

Table with 7 columns: Please Select (X) Plan Below, Plan, Deductible Single/Family, Coinsurance In-Network, Coinsurance Out of Network, Out of Pocket Maximums (In Network), RX Plan. Includes rows for Plans A, C, E, B, D, F and HSA G.

Waiting Period for New Employees 30 days (number of days / months)
Coverage is effective the first day of the month following the designated days or months indicated above. Waiting periods cannot exceed 90 days therefore coverage is effective on the first day following 90 days.

Full Time Active Status Requirement 40 hours per week.

Termination of Employee Coverage is effective on the last day of month in which employee terminates employment.

Required Coverage: Medical
Optional Coverage: Employee Life \$ 50,000
Dependent Life \$ 0

I hereby confirm that the preceding information is accurate to the best of my knowledge and belief. It is understood and agreed that the Health Pool of SD does not assume the employer's responsibilities for compliance with the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA).

I hereby agree to the benefits as outlined in the medical plan for the Health Pool of South Dakota to include the conditions set forth in this subscription agreement.

Dated this 30th day of November 2021.

Subscriber's Signature Gail Boddicker Title Finance Officer



Wellmark Blue Cross and Blue Shield is an Independent Licensee of the Blue Cross and Blue Shield Association.

FOR ADMINISTRATIVE USE ONLY
New Group: Group # _____
Coverage Effective Date: ____/____/____

CONFIRMATION OF MSP ADDENDUM

ALL NEW AND RENEWAL GROUPS ARE REQUIRED TO SUBMIT A COMPLETED FORM. FAILURE TO SUBMIT A COMPLETED FORM WILL DELAY THE INITIAL ENROLLMENT OR RENEWAL PROCESS UNTIL THIS FORM IS SUBMITTED.

Part A - Employer Information

Please complete a separate confirmation form for each Employer Tax Identification Number you use to report employee earnings to the Internal Revenue Service (IRS). See the Medicare Secondary Payer Definitions page (M-1756) for more information on terms shown in italics.

Employer Tax Identification Number: 4 6 6 0 0 0 1 8 9

Group Number (Renewing Groups Only): XD021 - H199, 7199

Employer Name: Hermosa, Town of

Employer Address: PO Box 298

City: Hermosa State: SD Zip: 57744

Contact Person: Gail Boddicker

Telephone Number: 605-255-4291 E-mail Address (optional): twnhrmsa@custercountysd.com town@hermosa.sd.com

- 1. Did your organization make contributions on behalf of any employee who was covered under a collectively bargained Health and Welfare Fund (i.e., union plan) during the previous calendar year?
2. Did you have 20 or more employees for 20 or more calendar weeks (this includes all full-time, part-time, intermittent, leased and/or seasonal employees, not just those eligible or enrolled employees) during the previous or current calendar year?
3. Did you have 100 or more employees during 50 percent of your business days (this includes all full-time, part-time, intermittent, leased and/or seasonal employees, not just those eligible or enrolled employees) during the previous calendar year?
4. Did your organization participate in a multi or multiple employer group health plan (more than one employer in group, i.e., Multiple Employer Welfare Association) during the previous calendar year?
5. Was your organization part of a commonly owned or commonly controlled group of organizations during the previous calendar year?

Name: _____ Address: _____ City: _____ State: _____ Zip: _____

Part B - Employer Certification

I certify that the information provided is accurate and truthful. All information will be used to identify the Medicare Secondary Payer status of Medicare-enrolled employees.

Signature: [Handwritten Signature] Date: ____/____/____

Table with 4 columns: IA & SD Large Groups (new or renewal), IA & SD Small Groups (new or renewing with benefit changes), IA Small Groups renewing with no benefit change - send this form to: Wellmark, Inc., SD Small Groups renewing with no benefit change: Wellmark, Inc.

SOUTH DAKOTA MUNICIPAL LEAGUE

RIB DINNER WITH YOUR LEGISLATORS

Mayors, councilmembers and all municipal employees, please join us Tuesday, February 1, 2022 for an informal rib dinner with your state legislators. The dinner will be held at Drifters Bar & Grille in Fort Pierre beginning at 6:00 p.m. CST. Prior to dinner, a legislative briefing will be held to update you on discussion topics and on the committee meetings for Wednesday, February 2, 2022.

2022 MUNICIPAL GOVERNMENT DAY AT THE LEGISLATURE

Wednesday, February 2, 2022 will be Municipal Government Day at the Legislature. This is the day all municipal officials are invited to Pierre to watch the Legislature in action.

AGENDA

Tuesday, February 1, 2022 (all times listed are Central Standard Time)

- 5:00 p.m. to 6:00 p.m. **Registration**
Drifters Bar & Grille, Fort Pierre
- 5:30 p.m. **Legislative Briefing**
Drifters Bar & Grille, Fort Pierre
- 6:00 p.m. **Rib Dinner**
Drifters Bar & Grille, Fort Pierre

Wednesday, February 2, 2022

- 7:45 a.m. to Noon **Legislative Committee Meetings**
Various Committee Rooms in the State Capitol Building
(Registration packets available at the Rib Dinner will have the details.)

Register online at www.sdmunicipalleague.org/register

*Please register by Tuesday, January 25, 2022. **Rib Dinner registration is \$30.00 per person.**

*Online registration allows you to pay by credit card or indicate that you will be sending in a check.

No refunds will be given after January 25, 2022.

Accommodations:

A block of rooms has been reserved at the Ramkota Hotel in Pierre (605-224-6877) for Tuesday, February 1, 2022 (*room block release date is January 1, 2022*). Room rate is \$94.00 plus tax. Be sure to mention the SD Municipal League block when making your reservations.

Individuals needing assistance, pursuant to the Americans with Disabilities Act should contact the League office in advance of the meeting to make any necessary arrangements.

Gail Boddicker

From: Lori Martinec <martinec@sdmunicipalleague.org>
Sent: Thursday, December 2, 2021 7:15 AM
To: Lori Martinec
Subject: FW: BIG Construction Grant Application Deadline - January 2, 2022
Attachments: 2022 BIG PR RE Appl Page 1 of 4.docx; 2022 BIG PR RE Appl Page 2 of 4 RESOLUTION.doc; 2022 BIG PR RE Appl Page 3 of 4 - Copy.pdf; 2022 BIG PR RE Appl Page 4 of 4 - Copy.pdf

Importance: High

Good morning,

Please see the email below and attached documents for the 2022 BIG Construction Grant application through the SD DOT.

Thanks!

Lori Martinec

SOUTH DAKOTA MUNICIPAL LEAGUE

Director of Research and Training
Martinec@sdmunicipalleague.org

208 Island Drive, Ft. Pierre, SD 57532
Tel | 605.224.8654 or 800.658.3633 Fax | 605.224.8655
<http://www.sdmunicipalleague.org>

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From: Dahl, Wade <Wade.Dahl@state.sd.us>
Sent: Wednesday, December 1, 2021 1:57 PM
Subject: BIG Construction Grant Application Deadline - January 2, 2022
Importance: High

All,

We are quickly approaching the 2022 Bridge Improvement Grant Application Deadline. As always, the deadline for submitting those applications is January 2nd.

The various forms and guides for the BIG program are available on the DOT Website, as well as our consultant based SFTP site. I have also attached a copy of the Application, the Resolution, and both Estimate Templates for the Preservation/Rehab projects and Replacement projects.

Thanks,