

**HERMOSA TOWN BOARD
REGULAR MEETING
TUESDAY, JUNE 1, 2021 @ 6:00 PM**



- 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 Henrichsen

- 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 5-18-2021 Regular Meeting and 5-26-2021 Special Meeting minutes

- 4) CLAIMS:
 - A. Review Payroll and Claims

- 5) LAW ENFORCEMENT/ABATEMENTS/COMPLAINTS:
 - A. Local updates
 - B. SD Public Assurance Alliance LE Policies, pending

- 6) LEGAL:

- 7) ENGINEER:
 - Item 7A: Water Rehab Project
 - Item 7B: N Second Street Box Replacement:
 - Item 7C: Sewer Project
 - Item 7D: Hermosa Sidewalk Project
 - Item 7E: Water Project

- 8) PUBLIC WORKS:
 - A. Streets, streetlight repairs, water & sewer department updates
 - B.

- 9) FINANCE OFFICER:
 - A. Monthly financials
 - B. Department updates

- 10) PLANNING & ZONING:
 - A. May 11 and May 25, 2021 P&Z minutes
 - B. 2021-14 – Digging/Grading Permit, 222 Vilas
 - C. 2020-14 – Extension – 240 Ferguson St.
 - D. Regulations regarding fireworks (131.01)
 - E. P&Z Board Vacancy
 - F. Custer Co. Ordinance No. 20

11) OLD BUSINESS:

- A. Annexation: Gumbo Lilly, Fairgrounds Place
- B. Southern Black Hills Water System Presentation, pending
- C. Southern Hills RV Park and Campground, pending
- D. Preston Family Inc, pending
 - Bids for water/sewer lines
 - Surcharge due to out-of-town status?
- E. Water/sewer infrastructure
- F. Playground equipment
 - Begin discussion to plan for town park
- G. Medical Marijuana Ordinance
- H. Status of engineer structural analysis, 105 2nd Street

12) NEW BUSINESS:

- A. Financial agreement with SD DOT, pending
- B. ACES Contract
- C. Town of Hermosa signage
- D. Hermosa website domain renewal

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 - Personnel
- 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, MAY 18, 2021 @ 5:00 PM**



ROLL CALL: Henrichsen called the meeting to order at 5:00 p.m. with the following members present: Henrichsen, Holsworth, King and Schumack. Flug absent. Ferguson and Boddicker also present. Attorney Johnson, Daggett, Westergard, joined at 6:00. Several interested citizens also present.

Board reviewed the WRT and water/sewer infrastructure extension engineering proposals. Motion by Holsworth, second by Schumack, for board to review, and then meet on May 26 @ 6pm, (unpaid meeting) to further discuss the proposals; vote; Henrichsen, nay; Holsworth, aye, King, aye, Schumack, aye, motion carried.

CALL FOR CHANGES: Motion by Schumack, second by King, to accept the agenda as presented; vote; all motion carried.

CONSENT CALENDAR: Motion by Henrichsen, second by King, to approve, 5-4-21 Regular Meeting minutes; vote; all aye, motion carried.

Motion by Henrichsen, second by Schumack, to approve Claims; vote; all aye, motion carried. Black Hills Electric Coop., Inc., Monthly services, 3203.56; Dybvig, Jill, Mileage, Hermosa to Ft Pierre, 372 miles @.42, \$156.24; Golden West, Monthly charges, \$561.50; Johnson Law Office, Monthly Charges, \$578.00; McLeod's, Election packet, box, \$81.36; Payment Service Network, Monthly charges, \$77.95; Rural Development 1, \$1,278.00; Rural Development 2, \$417.00; Rural Development 3, \$222.00; SD Dept of Revenue, March/April 2021 Sales tax payable, \$449.84; SDML Assoc of Code Enforcement, Dybvig, Henrichsen, Daggett, Westergard, \$240.00; Westergard, Brad, Monthly services, \$300.00; Yesway, Ft Pierre, Daggett, Fuel, \$50.50; Payroll related: Finance Department, \$2,560.00; Law Enforcement, \$808.55; Gail Boddicker, Health insurance, \$200.00; Jim Daggett, Health insurance, \$200.00; EFTPS, 941 payroll tax deposit, \$830.22; TOTAL: \$12,214.72

LAW ENFORCEMENT/ABATEMENTS/COMPLAINTS: Daggett provided updates to include dog running at large issue, erratic driving, jumped gas bill, 911 hang-up, domestic issue. The Neighborhood Watch program is gaining citizen attendance. A welfare check was conducted. Law Enforcement officers attended a Code Enforcement training. The town is overrun with homeless cats. Concerned with no guard rail on new box culvert. Semi parking in town discussion. Abatement discussion, who is conducting abatements this season – no action. “Earn A Bike” program received thirteen applications. The program is part of the Safe Routes to Schools initiative. As part of the program, a bike safety class will be held on June 5 and the bike rodeo is scheduled for June 12. Daggett reported there is a continual problem with an erratic motorcyclist in the area. Westergard offered to research costs for body cams. Problem with large tree limbs and stumps being placed in the yard waste dumpsters on 1st Street. Yard waste dumpsters on 1st Street are for local garbage customers only and yard waste only should be placed in the dumpsters as opposed to large limbs and stumps.

LEGAL: None.

ENGINEER: Water Rehab Project, pending. N Second Street Box Replacement: Holsworth to call DOT inspector to discuss concerns with the final project. Sewer Project, Hermosa Sidewalk Project, Water Project, all pending. Motion by Holsworth, second by Schumack, to put water and sewer projects on the May 26, special meeting agenda; vote; all aye, motion carried. Holsworth requested Harris to review the Transportation Alternatives (TA) program to begin planning for the town sidewalk next phase.

PUBLIC WORKS: Ferguson reported Fairgrounds Place Road is in need of repair. Streetlights, no report. Emergency horn was repaired. Ferguson requested to begin installing the personal boosters in the citizen's homes. Lagoon will be pumped in the next few weeks.

FINANCE OFFICER: Monthly financials provided. Department updates included: election process is underway, absentee voting is open. Canvass the Vote is scheduled for June 15, 2021. The playground equipment offered by the school needs to be off the premises by June 7. Safety Benefits representative met with Public Works, Law Enforcement and Finance Officer. It was suggested the town should purchase body cams for Law Enforcement. Safety Benefits final report will be forthcoming. North town citizen's water heater was impaired when water lines were damaged during bridge construction. Motion by Henrichsen, second by Schumack, to provide \$200.00 towards the purchase of new water heater; vote; all aye, motion carried. Discussion on Medical Marijuana Ordinance – Attorney Johnson to provide assistance with drafting an ordinance for board's review. Motion by Holsworth, second by Henrichsen, to approve 2021 Election Board: Sandy Taylor, Superintendent, Collette Kellogg, Deputy, Kathy Pillen, Deputy, Amber Thomason, Alternate; vote; all aye, motion carried.

PLANNING & ZONING: Minutes not included in packet. Motion by Holsworth, second by Henrichsen, to approve Permit 2021-12, 140 N Wilder Blvd., Residential Building Permit; vote; all aye, motion carried.
Custer Co. Ordinance No. 20 – open burning requires permit, pending.

OLD BUSINESS: Annexation: Gumbo Lilly, Fairgrounds Place, pending. Southern Black Hills Water System presentation, pending. Southern Hills RV Park and Campground, pending. Preston Family Inc: J. Preston requesting timeline when he can give their contractors the go ahead to begin the project. Preston will work with his engineer to submit the plat. Water/sewer infrastructure, pending. Motion by Holsworth, second by Henrichsen, to remove, “Citizen water heater issue” from agenda; vote; all aye, motion carried. Playground equipment, discussed under Finance Officer. Discussion also included the plans for the town park. Board suggested asking for community involvement for park plan. Also suggested putting a map of the land and inviting citizens to provide their ideas for a new park.

NEW BUSINESS: Financial agreement with SD DOT, pending. Motion by Holsworth, second by King, to approve 50.01 Application for Water Connection Permit; vote; all aye, motion carried.

AN ORDINANCE AMENDING THE FOLLOWING SUBSECTIONS OF CHAPTER 50, WATER PROVISIONS, OF THE TOWN OF HERMOSA ORDINANCES.

BE IT ORDAINED BY THE BOARD OF TRUSTEES FOR THE TOWN OF HERMOSA THAT SUBSECTION 50.01, GENERAL RULES OF CHAPTER 50 IS AMENDED TO PROVIDE FOR: INCREASING WATER CONNECTION RATES ORDINANCE.

§ 50.01 APPLICATION FOR WATER CONNECTION PERMIT.

(B) The cost of such tap shall be based on the size of the meter:

	<i>Residential</i>	<i>Commercial</i>
1"	\$1000.00	\$2000.00
1 1/2"	\$1000.00	\$2000.00
2"	\$1250.00	\$2500.00

(C) If larger taps are required than depicted in the above table, the rates will increase \$250.00 per one inch increments for residential and will increase \$500.00 per one inch increments for commercial.

ITEMS FROM CITIZENS: None.

TRUSTEE INPUT: King: requested board to keep on course of future permitting processes. Holsworth appreciated the direction the town is moving, prayers to the Boll and the Schumack families. Schumack thanked the Neighborhood Watch program for their endeavors. Henrichsen: stated she has received questions from citizens regarding the conflict between herself and colleague, Holsworth. Henrichsen stated she has offered to hire a mediator, talk it out, to no avail. Henrichsen read two quotes, “Just because a person doesn’t put their hands on you, doesn’t mean they aren’t abusive. Abuse is control, blatant disrespect, and hurtful words. Don’t settle for emotional abuse thinking it is okay because it is not physical.” “Emotional abuse is designed to undermine another sense of self. It is deliberate humiliation with the intent to seize control of how others feel about themselves.” Henrichsen stated, she has felt the emotional sting during her tenure and has rarely risen to the accusations made by her colleague.

ADJOURN:

Motion by Henrichsen; second by Schumack to adjourn the meeting at 8:10 pm.

Vicki Henrichsen, Town Board President

ATTEST:

Gail Boddicker, Finance Officer

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**HERMOSA TOWN BOARD
SPECIAL MEETING
WEDNESDAY, MAY 26, 2021 @ 6:00 PM**



ROLL CALL: King called the meeting to order at 6:00 p.m. with the following members present: Henrichsen, Holsworth, King and Schumack. Flug absent. Bings, Ferguson, and several interested citizens also present.

CALL FOR CHANGES: Motion by Holsworth, second by Henrichsen, to accept the agenda as presented; vote; all aye, motion carried.

ENGINEERING & CONSTRUCTION SERVICES RFP: Board met to discuss the engineering proposals received pertaining to designing and constructing water and sewer infrastructure to the Preston Family Development. Additionally, the board also discussed engineering proposals for the Water Remediation Technology (WRT) System. Following a lengthy discussion, motion by Holsworth, second by Schumack to enter into a contract with Affordably Creative Engineering Services, Inc. (ACES), Rapid City firm, for the design of the water and sewer extension project for the Preston Family Development; vote; Henrichsen, nay; Holsworth, aye; King, aye; Schumack, aye; motion carried. Discussion continued regarding the Water Remediation Technology (WRT) System. Following additional discussion, motion by Holsworth, second by Schumack, to delay the bid letting of the WRT System and to approve Holsworth to talk with town representatives in Edgemont and New Underwood to gain their assessment of the WRT as both municipalities have the WRT System in place; vote; all aye, motion carried. Water/Sewer Projects, pending to 1 June 2021 meeting.

CITIZEN INPUT: Citizen thanked the board members for their time and thanked the board for following through on evaluating and understanding the importance of ensuring there are load bearing walls and ensuring there is an engineer review on the Old Firehall building project. Citizen questioning past due water accounts; it was explained delinquent accounts have their water/sewer turned off if they have not paid their bill the second month of non-payment. Water is not turned on until the penalty and water bill is paid.

TRUSTEE INPUT: Henrichsen: thanks to Trustee King for presiding over the meeting; good discussions. Schumack: good discussions, good decisions. Holsworth – appreciated the good decisions tonight and future good decisions and the board is always looking out for its citizens as well as the infrastructure. Thank you to the engineers for their input and wisdom. King: thanks to the engineers for their information and expertise.

ADJOURN: Motion by Henrichsen; second by Holsworth to adjourn the meeting at 8:20 pm.

Vicki Henrichsen, Town Board President

ATTEST:

Gail Boddicker, Finance Officer

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Claims for Approval 6-1-2021		
Alexander, Ashley	Customer deposit refund, 270 Manning St.	\$ 34.91
Current Electric	Repair town office light ballast	\$ 96.90
Dakota Supply Group	14 boosters plus hardware to install	\$ 10,862.53
Door Security Products, Inc.	Troubleshooting house call	\$ 96.94
Ferguson Construction	Monthly charges	\$ 2,266.67
Gabel, Tom	Water heater replacement	\$ 200.00
Haas, Jeff & Jennie	Customer deposit refund, 110 N Wilder Blvd	\$ 48.79
Henrichsen, Vicki	Pierre, Code Enforcement Dinner: Vicki, Jill - 34.68; Lunch: Brad, Jim, Vicki, Jill - 47.32	\$ 82.00
Holsworth, El Restaurant	Customer deposit refund	\$ 15.40
Lingo (Formerly Birch)	Long distance service	\$ 43.85
McLeod's Printing & Office Supply	Election supplies	\$ 3.90
SD DOT	Share of costs for Project OB8017(05)	\$ 21,093.36
SD Municipal League	Budget training	\$ 25.00
Southern Black Hills Publishing	Monthly services	\$ 430.48
Verizon Connect	Monthly services	\$ 32.38
Westergard, Brad	Monthly services	\$ 300.00
Payroll related:		
Payroll	Board of Trustees	\$ 675.00
Payroll	Finance Department	\$ 2,528.50
Payroll	Law Enforcement	\$ 808.55
Payroll	Planning & Zoning	
Payroll	Janitorial (108.00) Meter (154.00)	\$ 262.00
Gail Boddicker	Health insurance	
Jim Daggett	Health insurance	
EFTPS	941 payroll tax deposit	* \$ 948.38
Health Pool of South Dakota	Monthly premium	\$ 841.42
SD Retirement Fund	March Retirement Funds	\$ 634.62
TOTAL		\$ 42,331.58

Water Rehab Project

- Review and Approve Final Packet to Weston w/ Attorneys' letter.

N Second Street Box Replacement:

- SDDOT has pricing from Core.

Hermosa Sidewalk Project

- Final Plans have been submitted to the SDDOT – pending final SDDOT comments.

Sewer Project

- State Water Plan application has been submitted to DANR.
- Next step is funding application.

Water Project

- Project on State Water Plan
- Facilities Plan needs updating to current projects prior to funding application.
- **Interstate has paused work until further direction from Town.**

***IE will need direction from BOT in order to move forward on either application.
Pending decision on WRT Project.***

Bill Lass (see attached email) is assuming applications will be submitted NLT Jan 1, 2022.

Zachary J. Grapentine, E.I.

Project Engineer

Interstate Engineering

120 Industrial Drive, Suite 2

Spearfish, SD 57783

Phone: 605.642.4772

Cell: 605.210.2410

Fax: 605.642.4773

Zach.Grapentine@interstateeng.com

Professionals you need, people you trust.

Gail Boddicker

From: William Lass <wlass@tie.net>
Sent: Monday, May 3, 2021 5:33 PM
To: Gail Boddicker; Dan Holsworth (Hermosa); Ron Bengs; Zach Grapentine
Subject: Hermosa Projects - Where we go from here

Follow Up Flag: Follow up
Flag Status: Flagged

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

Hi Everyone,

Now, that both State Water Plan applications have been submitted for your projects, I thought it would be helpful just to check in with everyone on a few issues regarding the next stage – which will be the funding application stage.

The first issue concerns the **project scope**. Obviously we need to know what the project scope and estimated costs of the projects are in order to move ahead with funding applications. Based on the engineering facilities plan and the State Water Plan application just submitted, we have that information for the sewer project. However, if there would be any changes to either the scope or costs, then those would need to be completed before we could begin work on a funding application for the sewer project. On the water project, I know the Town is still working on determining what option and associated project cost you will be pursuing – so again, that information is needed before we can start on a funding application.

The second issue concerns **when to submit funding applications**. A big part of this decision I think will be dependent upon the availability of grant funding through the DANR. DANR has already allocated most of their 2021 grant funding to projects awarded in March. In talking to DANR now, I understand there is about \$2.0 million in grant left but most of this remaining funding will be allocated to project funding applications already submitted and that will be awarded in June. So, there will be no meaningful amount of grant funding remaining in the “pot” with DANR for this year. Therefore, at this point, it appears to me that the most advisable thing to do would be to plan on submitting funding applications under the January 1, 2022 deadline. Any application submitted under the January 1 deadline would receive an award in March, 2022. The advantage to submitting applications under this funding round is that the grant “supply” is the most plentiful at this time as the March awards are the first projects to tap into the new allocation of grant funds for the year.

Certainly with the sewer project, I think there is really no alternative to submitting under the January 1 application deadline because without any grant, the sewer rates end up pushing \$90 per month based on a 30-year, \$3.5million loan at 2.125% and 224 accounts. Again, the water project is more “iffy” since we don’t know the scope or costs yet – but, all things being equal, you may as well also submit this application under the January 1 deadline unless there are other pressing reasons why you want to move ahead prior to that while knowing that – if you do – you will receive no grant.

The last thing I should mention pertains to **timing of the work on the funding applications**. Assuming we do submit funding applications under the January 1 deadline, then I would want to start working with the Town early this Fall on those applications. The applications are extensive and there is also a lot of information I’ll need from the Town. Furthermore, as the volume of projects has increased across the State, everyone is getting more and more focused on timing their projects so they can get in under the January 1 DANR funding round. This means that the

applications we work on for our communities tend to get concentrated more and more during the Fall which makes a heavier work load for us during those Fall months. Indeed, it looks already like this Fall could be pretty heavy for us on applications so I want to get an early start on yours. Therefore, what I am requesting is that by September 1st at the latest, the Town provide me with your direction on which funding applications you wish to pursue with DANR for January 1. I'd also need to know by September 1 what the final scope and costs are with each of the two projects. I know this kind of seems like a long way off right now but the summer and Fall will disappear quickly on us unfortunately! 😊

I hope this information is helpful. I just wanted to provide a starting point for the Town to have discussions on this.

Please let me know if anyone has questions on anything.

Thanks,
Bill.

William Lass, Senior Planner
Black Hills Council of Local Governments
730 E. Watertown St., Suite 102
Rapid City, SD 57701
605-394-2681 (Main Office)
605-721-6145 (Direct Line)
wlass@tie.net



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

Current Period: May 2021

		2021	2021	May	2021	% of
		YTD Budget	YTD Amt	MTD Amt	YTD Balance	Budget
GENERAL FUND						
Revenues		\$388,520.00	\$198,050.76	\$24,369.49	\$190,469.24	50.98%
Expenditures		\$388,520.00	\$126,432.33	\$19,374.49	\$262,087.67	32.54%
Gain/(Loss)		\$0.00	\$71,618.43	\$4,995.00	(\$71,618.43)	0.00%
Revenue						
Active	R 101-31110 PROPERTY TAXES C	\$56,345.00	\$23,913.69	\$16,020.49	\$32,431.31	42.44%
Active	R 101-31160 PROPERTY TAXES P	\$1,275.00	\$523.19	\$202.16	\$751.81	41.03%
Active	R 101-31170 PROPERTY TAXES M	\$550.00	\$3,200.59	\$536.52	(\$2,650.59)	581.93%
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	\$88,681.62	\$0.00	\$73,318.38	54.74%
Active	R 101-31900 PENALTY/INTEREST/	\$0.00	\$326.64	\$242.31	(\$326.64)	0.00%
Active	R 101-32000 LICENSES & MISC P	\$3,000.00	\$3,635.00	\$150.00	(\$635.00)	121.17%
Active	R 101-32100 BUILDING PERMIT R	\$10,000.00	\$14,073.35	\$1,309.00	(\$4,073.35)	140.73%
Active	R 101-32130 MISC PERMIT REVE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 101-33210 MALT BVRG LICENS	\$300.00	\$300.00	(\$300.00)	\$0.00	100.00%
Active	R 101-33220 ANIMAL LICENSE RE	\$600.00	\$1,152.50	\$132.00	(\$552.50)	192.08%
Active	R 101-33400 STATE GRANTS	\$1,100.00	\$17,521.53	\$0.00	(\$16,421.53)	1592.87%
Active	R 101-33420 WALK AUDIT GRANT	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 101-33510 BANK FRANCHISE T	\$180.00	\$248.79	\$0.00	(\$68.79)	138.22%
Active	R 101-33530 LIQUOR TAX REVER	\$2,200.00	\$1,483.09	\$0.00	\$716.91	67.41%
Active	R 101-33540 MOTOR VEHICLE CO	\$850.00	\$0.00	\$0.00	\$850.00	0.00%
Active	R 101-33580 LOCAL GOV HWY AN	\$1,900.00	\$418.70	\$0.00	\$1,481.30	22.04%
Active	R 101-33590 OTHER STATE SHAR	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 101-33800 COUNTY SHARED R	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 101-33820 CTY MV LICENSE RE	\$8,000.00	\$5,051.78	\$691.22	\$2,948.22	63.15%
Active	R 101-33830 COUNTY WHEEL TA	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 101-33840 OTHER COUNTY TAX	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 101-35900 OTHER FINES AND F	\$250.00	\$0.00	\$0.00	\$250.00	0.00%
Active	R 101-36000 MICELLANEOUS REV	\$550.00	\$1,359.49	\$88.25	(\$809.49)	247.18%
Active	R 101-36100 INTEREST EARNED	\$450.00	\$92.05	\$0.00	\$357.95	20.46%
Active	R 101-36200 OTHER MISC REVEN	\$0.00	\$2,150.00	\$150.00	(\$2,150.00)	0.00%
Active	R 101-36220 250 Main St RENTAL	\$4,500.00	\$1,210.00	\$350.00	\$3,290.00	26.89%
Active	R 101-38080 OPERATING AGREE	\$20,000.00	\$12,035.16	\$2,393.75	\$7,964.84	60.18%
Active	R 101-38810 GRBG SERVICE REV	\$42,000.00	\$17,488.39	\$2,403.79	\$24,511.61	41.64%
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	\$198,050.76	\$24,369.49	\$190,469.24	50.98%
Expenditure						
Active	E 101-41110-41100 WAGE EXPEN	\$11,625.00	\$5,175.00	\$675.00	\$6,450.00	44.52%
Active	E 101-41110-41200 PAYROLL TAX	\$900.00	\$395.97	\$51.66	\$504.03	44.00%
Active	E 101-41110-41400 WORKMEN S	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-41110-42100 OTHER INSUR	\$2,200.00	\$0.00	\$0.00	\$2,200.00	0.00%
Active	E 101-41110-42200 PROFESSION	\$3,575.00	\$4,514.50	\$0.00	(\$939.50)	126.28%
Active	E 101-41110-42300 PUBLISHING E	\$2,430.00	\$978.24	\$112.97	\$1,451.76	40.26%
Active	E 101-41110-42500 REPAIRS AND	\$1,600.00	\$30.50	\$0.00	\$1,569.50	1.91%
Active	E 101-41110-42600 SUPPLIES AN	\$750.00	\$0.00	\$0.00	\$750.00	0.00%
Active	E 101-41110-42700 TRAVEL AND	\$3,000.00	\$138.12	\$138.12	\$2,861.88	4.60%

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

05/28/21 12:14 PM

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Current Period: May 2021

		2021	2021	May	2021	% of
		YTD Budget	YTD Amt	MTD Amt	YTD Balance	Budget
Active	E 101-41110-42900 OTHER EXPEN	\$500.00	\$100.00	\$0.00	\$400.00	20.00%
Active	E 101-41150-42600 SUPPLIES AN	\$0.00	\$21.29	\$21.29	(\$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	\$0.00	\$0.00	\$720.00	0.00%
Active	E 101-41300-41200 PAYROLL TAX	\$55.00	\$0.00	\$0.00	\$55.00	0.00%
Active	E 101-41300-42300 PUBLISHING E	\$250.00	\$0.00	\$0.00	\$250.00	0.00%
Active	E 101-41300-42600 SUPPLIES AN	\$100.00	\$81.36	\$81.36	\$18.64	81.36%
Active	E 101-41300-42700 TRAVEL AND	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-41400-41100 WAGE EXPEN	\$39,384.00	\$15,488.00	\$2,880.00	\$23,896.00	39.33%
Active	E 101-41400-41200 PAYROLL TAX	\$3,013.00	\$1,261.33	\$235.62	\$1,751.67	41.86%
Active	E 101-41400-41300 RETIREMENT	\$2,363.00	\$989.28	\$184.80	\$1,373.72	41.87%
Active	E 101-41400-41400 WORKMEN S	\$385.00	\$0.00	\$0.00	\$385.00	0.00%
Active	E 101-41400-41500 HEALTH INSU	\$2,400.00	\$0.00	\$0.00	\$2,400.00	0.00%
Active	E 101-41400-41700 ADMIN WAGE	\$29,120.00	\$11,406.00	\$2,208.50	\$17,714.00	39.17%
Active	E 101-41400-41800 ADMIN PAYRO	\$2,228.00	\$872.58	\$168.95	\$1,355.42	39.16%
Active	E 101-41400-41900 ADMIN SDRS	\$1,747.00	\$684.36	\$132.51	\$1,062.64	39.17%
Active	E 101-41400-42000 ADMIN HEALT	\$9,600.00	\$5,128.06	\$1,030.92	\$4,471.94	53.42%
Active	E 101-41400-42100 OTHER INSUR	\$3,900.00	\$0.00	\$0.00	\$3,900.00	0.00%
Active	E 101-41400-42200 PROFESSION	\$9,500.00	\$2,982.50	\$561.50	\$6,517.50	31.39%
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	\$670.00	\$0.00	(\$170.00)	134.00%
Active	E 101-41400-42600 SUPPLIES AN	\$3,000.00	\$1,027.59	\$158.49	\$1,972.41	34.25%
Active	E 101-41400-42700 TRAVEL AND	\$1,500.00	\$138.12	\$138.12	\$1,361.88	9.21%
Active	E 101-41400-42800 UTILITIES EXP	\$5,675.00	\$2,234.52	\$316.28	\$3,440.48	39.37%
Active	E 101-41400-42810 PHONE & FAX	\$3,410.00	\$1,312.18	\$238.51	\$2,097.82	38.48%
Active	E 101-41400-42900 OTHER EXPEN	\$1,900.00	\$503.88	\$77.95	\$1,396.12	26.52%
Active	E 101-41400-43400 EQUIPMENT E	\$6,300.00	\$2,646.95	\$517.77	\$3,653.05	42.02%
Active	E 101-41400-43410 COMPUTER S	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-41410-42200 PROFESSION	\$10,000.00	\$2,533.00	\$578.00	\$7,467.00	25.33%
Active	E 101-41960-42200 PROFESSION	\$30,000.00	\$12,997.06	\$0.00	\$17,002.94	43.32%
Active	E 101-42100-41100 WAGE EXPEN	\$19,625.00	\$8,085.50	\$1,617.10	\$11,539.50	41.20%
Active	E 101-42100-41200 PAYROLL TAX	\$1,442.00	\$695.00	\$139.00	\$747.00	48.20%
Active	E 101-42100-41300 RETIREMENT	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-42100-41400 WORKMEN S	\$650.00	\$0.00	\$0.00	\$650.00	0.00%
Active	E 101-42100-41500 HEALTH INSU	\$2,400.00	\$1,000.00	\$200.00	\$1,400.00	41.67%
Active	E 101-42100-42100 OTHER INSUR	\$2,900.00	\$0.00	\$0.00	\$2,900.00	0.00%
Active	E 101-42100-42200 PROFESSION	\$500.00	\$2,700.00	\$600.00	(\$2,200.00)	540.00%
Active	E 101-42100-42500 REPAIRS AND	\$1,500.00	\$4,256.99	\$0.00	(\$2,756.99)	283.80%
Active	E 101-42100-42600 SUPPLIES AN	\$500.00	\$665.64	\$157.35	(\$165.64)	133.13%
Active	E 101-42100-42610 FUEL EXPENS	\$6,500.00	\$3,656.52	\$751.84	\$2,843.48	56.25%
Active	E 101-42100-42620 UNIFORM EXP	\$500.00	\$123.79	\$0.00	\$376.21	24.76%
Active	E 101-42100-42700 TRAVEL AND	\$500.00	\$120.00	\$120.00	\$380.00	24.00%
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	\$117.96	\$0.00	\$382.04	23.59%
Active	E 101-42100-43420 AUTO EXPENS	\$1,000.00	\$905.31	\$0.00	\$94.69	90.53%
Active	E 101-42300-42200 PROFESSION	\$3,000.00	\$2,117.62	\$105.00	\$882.38	70.59%
Active	E 101-43100-41100 WAGE EXPEN	\$2,350.00	\$0.00	\$0.00	\$2,350.00	0.00%
Active	E 101-43100-41200 PAYROLL TAX	\$180.00	\$0.00	\$0.00	\$180.00	0.00%
Active	E 101-43100-42150 CONTRACT EX	\$1,633.00	\$680.05	\$136.01	\$952.95	41.64%

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		2021	2021	May	2021	% of
		YTD Budget	YTD Amt	MTD Amt	YTD Balance	Budget
Active	E 101-43100-42500 REPAIRS AND	\$16,000.00	\$2,460.22	\$943.50	\$13,539.78	15.38%
Active	E 101-43100-42510 SNOW REMOV	\$6,000.00	\$3,239.00	\$105.00	\$2,761.00	53.98%
Active	E 101-43100-42520 DRAINAGE EX	\$2,000.00	\$0.00	\$0.00	\$2,000.00	0.00%
Active	E 101-43100-42530 MOWING EXP	\$2,100.00	\$58.00	\$0.00	\$2,042.00	2.76%
Active	E 101-43100-42600 SUPPLIES AN	\$12,000.00	\$135.00	\$0.00	\$11,865.00	1.13%
Active	E 101-43100-42800 UTILITIES EXP	\$15,050.00	\$6,099.33	\$1,171.47	\$8,950.67	40.53%
Active	E 101-43100-42900 OTHER EXPEN	\$2,880.00	\$0.00	\$0.00	\$2,880.00	0.00%
Active	E 101-43230-42600 SUPPLIES AN	\$32,900.00	\$175.00	\$87.50	\$32,725.00	0.53%
Active	E 101-43230-42900 OTHER EXPEN	\$0.00	\$13,484.90	\$2,732.40	(\$13,484.90)	0.00%
Active	E 101-46520-41100 WAGE EXPEN	\$3,840.00	\$840.00	\$0.00	\$3,000.00	21.88%
Active	E 101-46520-41200 PAYROLL TAX	\$300.00	\$64.28	\$0.00	\$235.72	21.43%
Active	E 101-46520-42600 SUPPLIES AN	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-46520-42700 TRAVEL AND	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-46520-42900 OTHER EXPEN	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-48500-42900 OTHER EXPEN	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-48500-43100 LAND	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-48500-43200 BUILDINGS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-48500-43300 CAPITAL IMPR	\$55,840.00	\$0.00	\$0.00	\$55,840.00	0.00%
Active	E 101-48500-43400 EQUIPMENT E	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-51100-51100 OPERATING X	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-61100-51100 OPERATING X	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Total Expenditure		<u>(\$388,520.00)</u>	<u>(\$126,432.33)</u>	<u>(\$19,374.49)</u>	<u>(\$262,087.67)</u>	<u>32.54%</u>
Total GENERAL FUND		\$0.00	\$71,618.43	\$4,995.00	(\$71,618.43)	0.00%
BBB Gross Receipts Tax Fund						
Revenues		\$9,000.00	\$4,282.99	\$0.00	\$4,717.01	47.59%
Expenditures		\$9,000.00	\$0.00	\$0.00	\$9,000.00	0.00%
Gain/(Loss)		<u>\$0.00</u>	<u>\$4,282.99</u>	<u>\$0.00</u>	<u>(\$4,282.99)</u>	<u>0.00%</u>
Revenue						
Active	R 211-31300 SALES AND USE TAX	\$9,000.00	\$4,282.99	\$0.00	\$4,717.01	47.59%
Total Revenue		<u>\$9,000.00</u>	<u>\$4,282.99</u>	<u>\$0.00</u>	<u>\$4,717.01</u>	<u>47.59%</u>
Expenditure						
Active	E 211-46310-42900 OTHER EXPEN	\$9,000.00	\$0.00	\$0.00	\$9,000.00	0.00%
Total Expenditure		<u>(\$9,000.00)</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>(\$9,000.00)</u>	<u>0.00%</u>
Total BBB Gross Receipts Tax Fund		<u>\$0.00</u>	<u>\$4,282.99</u>	<u>\$0.00</u>	<u>(\$4,282.99)</u>	<u>0.00%</u>
FEMA FUND/CONSTRUCTION ACCT						
Revenues		\$1,500.00	\$0.00	\$0.00	\$1,500.00	0.00%
Expenditures		\$1,500.00	\$0.00	\$0.00	\$1,500.00	0.00%
Gain/(Loss)		<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>0.00%</u>
Revenue						
Active	R 272-33100 FEDERAL GRANTS	\$1,500.00	\$0.00	\$0.00	\$1,500.00	0.00%
Active	R 272-36700 DONATION INCOME	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 272-39110 OPERATING TRANSF	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Total Revenue		<u>\$1,500.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$1,500.00</u>	<u>0.00%</u>
Expenditure						
Active	E 272-46310-42900 OTHER EXPEN	\$1,500.00	\$0.00	\$0.00	\$1,500.00	0.00%
Total Expenditure		<u>(\$1,500.00)</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>(\$1,500.00)</u>	<u>0.00%</u>
Total FEMA FUND/CONSTRUCTION ACCT		<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>0.00%</u>

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		2021	2021	May	2021	% of
		YTD Budget	YTD Amt	MTD Amt	YTD Balance	Budget
DEBT SERVICE FUND						
Revenues		\$121,500.00	\$34,993.14	\$18,335.41	\$86,506.86	28.80%
Expenditures		\$121,500.00	\$125,325.83	\$22,932.88	-\$3,825.83	103.15%
Gain/(Loss)		\$0.00	(\$90,332.69)	(\$4,597.47)	\$90,332.69	0.00%
Revenue						
Active	R 301-31110 PROPERTY TAXES C	\$38,000.00	\$30,540.03	\$15,649.16	\$7,459.97	80.37%
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	\$3,621.91	\$2,686.25	(\$121.91)	103.48%
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	\$182.84	\$0.00	(\$182.84)	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	\$34,993.14	\$18,335.41	\$86,506.86	28.80%
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	\$22,932.88	\$22,932.88	\$52,067.12	30.58%
Active	E 301-43300-43300 CAPITAL IMPR	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 301-46500-42900 OTHER EXPEN	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 301-47120-44100 PRINCIPAL	\$4,680.50	\$82,513.60	\$0.00	(\$77,833.10)	1762.92%
Active	E 301-47120-44200 INTEREST	\$2,580.98	\$873.27	\$0.00	\$1,707.71	33.83%
Active	E 301-47120-51000 RESERVES	\$726.14	\$0.00	\$0.00	\$726.14	0.00%
Active	E 301-47210-44100 PRINCIPAL	\$6,943.07	\$10,556.73	\$0.00	(\$3,613.66)	152.05%
Active	E 301-47210-44200 INTEREST	\$8,339.09	\$4,084.35	\$0.00	\$4,254.74	48.98%
Active	E 301-47210-51000 RESERVES	\$1,528.22	\$0.00	\$0.00	\$1,528.22	0.00%
Total Expenditure		(\$121,500.00)	(\$125,325.83)	(\$22,932.88)	\$3,825.83	103.15%
Total DEBT SERVICE FUND		\$0.00	(\$90,332.69)	(\$4,597.47)	\$90,332.69	0.00%
WATER FUND						
Revenues		\$188,397.00	\$45,792.13	\$5,830.69	\$142,604.87	24.31%
Expenditures		\$188,397.00	\$39,553.28	\$7,240.16	\$148,843.72	20.99%
Gain/(Loss)		\$0.00	\$6,238.85	(\$1,409.47)	(\$6,238.85)	0.00%
Revenue						
Active	R 602-32110 WATER TAP PERMIT	\$500.00	\$0.00	\$0.00	\$500.00	0.00%
Active	R 602-33440 DENR STATE GRANT	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 602-36210 PENALTY REVENUE	\$1,500.00	\$2,490.26	\$63.99	(\$990.26)	166.02%
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	\$37,043.89	\$4,928.25	\$61,456.11	37.61%
Active	R 602-38120 WTR DOT 2 SURCHR	\$4,300.00	\$1,888.68	\$254.29	\$2,411.32	43.92%
Active	R 602-38130 DRINK WATER SRF	\$10,000.00	\$4,369.30	\$584.16	\$5,630.70	43.69%
Active	R 602-38190 OTHER WATER REV	\$0.00	\$0.00	\$0.00	\$0.00	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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		2021	2021	May	2021	% of
		YTD Budget	YTD Amt	MTD Amt	YTD Balance	Budget
Total Revenue		\$188,397.00	\$45,792.13	\$5,830.69	\$142,604.87	24.31%
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	\$1,306.50	\$262.00	\$1,045.50	55.55%
Active	E 602-43300-41200 PAYROLL TAX	\$180.00	\$99.95	\$20.05	\$80.05	55.53%
Active	E 602-43300-42100 OTHER INSUR	\$1,950.00	\$0.00	\$0.00	\$1,950.00	0.00%
Active	E 602-43300-42150 CONTRACT EX	\$14,944.00	\$5,326.65	\$1,065.33	\$9,617.35	35.64%
Active	E 602-43300-42200 PROFESSION	\$7,075.00	\$860.00	\$0.00	\$6,215.00	12.16%
Active	E 602-43300-42500 REPAIRS AND	\$10,000.00	\$8,349.04	\$450.00	\$1,650.96	83.49%
Active	E 602-43300-42540 PUMP & WELL	\$5,000.00	\$0.00	\$0.00	\$5,000.00	0.00%
Active	E 602-43300-42600 SUPPLIES AN	\$2,500.00	\$304.97	\$0.00	\$2,195.03	12.20%
Active	E 602-43300-42630 CHEMICALS &	\$6,100.00	\$2,553.85	\$0.00	\$3,546.15	41.87%
Active	E 602-43300-42800 UTILITIES EXP	\$16,995.00	\$6,957.69	\$1,412.19	\$10,037.31	40.94%
Active	E 602-43300-42900 OTHER EXPEN	\$50.00	\$0.00	\$0.00	\$50.00	0.00%
Active	E 602-43300-43300 CAPITAL IMPR	\$67,775.00	\$2,820.66	\$939.86	\$64,954.34	4.16%
Active	E 602-43300-43400 EQUIPMENT E	\$3,500.00	\$0.00	\$0.00	\$3,500.00	0.00%
Active	E 602-47110-44100 PRINCIPAL	\$16,518.36	\$0.00	\$0.00	\$16,518.36	0.00%
Active	E 602-47110-44200 INTEREST	\$2,530.65	\$0.00	\$0.00	\$2,530.65	0.00%
Active	E 602-47130-44100 PRINCIPAL	\$6,211.43	\$2,582.06	\$525.40	\$3,629.37	41.57%
Active	E 602-47130-44200 INTEREST	\$9,124.57	\$3,807.94	\$752.60	\$5,316.63	41.73%
Active	E 602-47130-51000 RESERVES	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 602-47140-44100 PRINCIPAL	\$737.17	\$355.01	\$65.58	\$382.16	48.16%
Active	E 602-47140-44200 INTEREST	\$1,734.82	\$650.59	\$142.92	\$1,084.23	37.50%
Active	E 602-47140-51000 RESERVES	\$0.00	\$147.91	\$0.00	(\$147.91)	0.00%
Active	E 602-47150-44100 PRINCIPAL	\$467.10	\$158.11	\$39.72	\$308.99	33.85%
Active	E 602-47150-44200 INTEREST	\$864.90	\$285.89	\$71.28	\$579.01	33.05%
Active	E 602-47150-51000 RESERVES	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 602-47160-44100 PRINCIPAL	\$0.00	\$1,678.72	\$841.45	(\$1,678.72)	0.00%
Active	E 602-47160-44200 INTEREST	\$0.00	\$1,307.74	\$651.78	(\$1,307.74)	0.00%
Active	E 602-47160-51000 RESERVES	\$1,917.00	\$0.00	\$0.00	\$1,917.00	0.00%
Active	E 602-51100-51000 RESERVES	\$9,870.00	\$0.00	\$0.00	\$9,870.00	0.00%
Total Expenditure		(\$188,397.00)	(\$39,553.28)	(\$7,240.16)	(\$148,843.72)	20.99%
Total WATER FUND		\$0.00	\$6,238.85	(\$1,409.47)	(\$6,238.85)	0.00%
SEWER FUND						
Revenues		\$112,656.00	\$29,547.98	\$3,871.67	\$83,108.02	26.23%
Expenditures		\$112,656.00	\$25,256.24	\$1,918.45	\$87,399.76	22.42%
Gain/(Loss)		\$0.00	\$4,291.74	\$1,953.22	(\$4,291.74)	0.00%
Revenue						
Active	R 604-32120 SEWER TAP PERMIT	\$600.00	\$0.00	\$0.00	\$600.00	0.00%
Active	R 604-38300 SEWER REVENUE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 604-38310 SEWER OPERATING	\$67,500.00	\$27,659.96	\$3,618.74	\$39,840.04	40.98%
Active	R 604-38320 SWR DOT 1 SURCHA	\$4,500.00	\$1,888.02	\$252.93	\$2,611.98	41.96%
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	\$29,547.98	\$3,871.67	\$83,108.02	26.23%
Expenditure						
Active	E 604-41150-51000 RESERVES	\$0.00	\$0.00	\$0.00	\$0.00	0.00%

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		YTD Budget	YTD Amt	MTD Amt	YTD Balance	Budget
Active	E 604-43200-42100 OTHER INSUR	\$1,950.00	\$0.00	\$0.00	\$1,950.00	0.00%
Active	E 604-43200-42150 CONTRACT EX	\$12,783.96	\$5,326.65	\$1,065.33	\$7,457.31	41.67%
Active	E 604-43200-42200 PROFESSION	\$20,000.00	\$1,524.33	\$0.00	\$18,475.67	7.62%
Active	E 604-43200-42500 REPAIRS AND	\$66,803.00	\$1,841.70	\$230.00	\$64,961.30	2.76%
Active	E 604-43200-42600 SUPPLIES AN	\$2,300.00	\$1,375.04	\$0.00	\$924.96	59.78%
Active	E 604-43200-42630 CHEMICALS &	\$850.00	\$499.83	\$0.00	\$350.17	58.80%
Active	E 604-43200-42800 UTILITIES EXP	\$3,500.00	\$1,534.74	\$303.62	\$1,965.26	43.85%
Active	E 604-43200-42900 OTHER EXPEN	\$251.64	\$0.00	\$0.00	\$251.64	0.00%
Active	E 604-43200-43300 CAPITAL IMPR	\$0.00	\$11,556.46	\$0.00	(\$11,556.46)	0.00%
Active	E 604-43200-43400 EQUIPMENT E	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 604-43200-51100 OPERATING X	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 604-47140-44100 PRINCIPAL	\$767.17	\$355.00	\$65.58	\$412.17	46.27%
Active	E 604-47140-44200 INTEREST	\$1,734.83	\$798.49	\$142.92	\$936.34	46.03%
Active	E 604-47140-51000 RESERVES	\$383.40	\$0.00	\$0.00	\$383.40	0.00%
Active	E 604-47150-44100 PRINCIPAL	\$467.10	\$158.11	\$39.72	\$308.99	33.85%
Active	E 604-47150-44200 INTEREST	\$864.90	\$285.89	\$71.28	\$579.01	33.05%
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)	(\$25,256.24)	(\$1,918.45)	(\$87,399.76)	22.42%
Total SEWER FUND		\$0.00	\$4,291.74	\$1,953.22	(\$4,291.74)	0.00%
Report Total		\$0.00	(\$3,900.68)	\$941.28	\$3,900.68	#Div/0!

TOWN OF HERMOSA

*Profit Loss YTD to Last Yr©

January - May 2021

	2021 YTD Amt	2020 YTD Amt	2020 YTD Diff	% Diff From 2020
GENERAL FUND				
Revenue				
R 101-31110 PROPERTY TAXES CURRENT YEAR	\$23,913.69	\$21,003.27	\$2,910.42	13.86%
R 101-31160 PROPERTY TAXES PRIOR YEARS	\$523.19	\$543.54	-\$20.35	-3.74%
R 101-31170 PROPERTY TAXES MOBILE HOMES	\$3,200.59	\$649.55	\$2,551.04	392.74%
R 101-31190 PROPERTY TAXES OTHER	\$0.00	\$0.00	\$0.00	0.00%
R 101-31300 SALES AND USE TAXES	\$88,681.62	\$72,703.99	\$15,977.63	21.98%
R 101-31900 PENALTY/INTEREST/OTHER TAXES	\$326.64	\$202.17	\$124.47	61.57%
R 101-32000 LICENSES & MISC PERMITS	\$3,635.00	\$2,130.00	\$1,505.00	70.66%
R 101-32100 BUILDING PERMIT REVENUE	\$14,073.35	\$4,418.31	\$9,655.04	218.52%
R 101-32130 MISC PERMIT REVENUE	\$0.00	\$0.00	\$0.00	0.00%
R 101-33100 FEDERAL GRANTS	\$0.00	\$0.00	\$0.00	0.00%
R 101-33210 MALT BVRG LICENSE REVENUE	\$300.00	-\$275.00	\$575.00	-209.09%
R 101-33220 ANIMAL LICENSE REVENUE	\$1,152.50	\$74.00	\$1,078.50	1457.43%
R 101-33400 STATE GRANTS	\$17,521.53	\$0.00	\$17,521.53	0.00%
R 101-33420 WALK AUDIT GRANT	\$0.00	\$0.00	\$0.00	0.00%
R 101-33430 HIGHWAY SAFETY GRANT	\$0.00	\$0.00	\$0.00	0.00%
R 101-33440 DENR STATE GRANT	\$0.00	\$0.00	\$0.00	0.00%
R 101-33500 STATE SHARE REVENUE	\$0.00	\$0.00	\$0.00	0.00%
R 101-33510 BANK FRANCHISE TAX	\$248.79	\$249.40	-\$0.61	-0.24%
R 101-33530 LIQUOR TAX REVERSION	\$1,483.09	\$1,341.15	\$141.94	10.58%
R 101-33540 MOTOR VEHICLE COMM PRORATE	\$0.00	\$2,463.76	-\$2,463.76	-100.00%
R 101-33570 LICENSE REVERSION	\$0.00	\$0.00	\$0.00	0.00%
R 101-33580 LOCAL GOV HWY AND BRIDGE FUND	\$418.70	\$1,065.99	-\$647.29	-60.72%
R 101-33590 OTHER STATE SHARED REVENUE	\$0.00	\$0.00	\$0.00	0.00%
R 101-33800 COUNTY SHARED REVENUE	\$0.00	\$635.19	-\$635.19	-100.00%
R 101-33810 COUNTY ROAD TAX	\$0.00	\$0.00	\$0.00	0.00%
R 101-33820 CTY MV LICENSE REVENUE	\$5,051.78	\$489.33	\$4,562.45	932.39%
R 101-33830 COUNTY WHEEL TAX	\$0.00	\$0.00	\$0.00	0.00%
R 101-33840 OTHER COUNTY TAX REVENUE	\$0.00	\$71.32	-\$71.32	-100.00%
R 101-35100 COURT FINES AND FORFEITS	\$0.00	\$0.00	\$0.00	0.00%
R 101-35900 OTHER FINES AND FORFEITS	\$0.00	\$0.00	\$0.00	0.00%
R 101-36000 MICELLANEOUS REVENUE	\$1,359.49	\$202.93	\$1,156.56	569.93%
R 101-36100 INTEREST EARNED REVENUE	\$92.05	\$656.92	-\$564.87	-85.99%
R 101-36200 OTHER MISC REVENUE	\$2,150.00	\$0.00	\$2,150.00	0.00%
R 101-36220 250 Main St RENTAL REVENUE	\$1,210.00	\$3,000.00	-\$1,790.00	-59.67%
R 101-36230 LIBRARY RENTAL REVENUE	\$0.00	\$0.00	\$0.00	0.00%
R 101-36300 SPECIAL ASSESSMENTS	\$0.00	\$0.00	\$0.00	0.00%
R 101-36310 PRINCIPAL COLLECTED BY COUNTY	\$0.00	\$0.00	\$0.00	0.00%
R 101-36320 INT AND PENALTY COLLECT COUNTY	\$0.00	\$0.00	\$0.00	0.00%
R 101-36330 PRINCIPAL COLLECT BY MUNICIPAL	\$0.00	\$0.00	\$0.00	0.00%
R 101-36340 INT AND PENALTY COLLECT MUNICI	\$0.00	\$0.00	\$0.00	0.00%
R 101-36400 STREET ASSESSMENTS	\$0.00	\$0.00	\$0.00	0.00%
R 101-36700 DONATION INCOME	\$0.00	\$0.00	\$0.00	0.00%
R 101-38000 LIQUOR	\$25.00	\$0.00	\$25.00	0.00%
R 101-38080 OPERATING AGREEMENT	\$12,035.16	\$8,059.68	\$3,975.48	49.33%
R 101-38090 OTHER LIQUOR REVENUE	\$0.00	\$0.00	\$0.00	0.00%
R 101-38800 GARBAGE REVENUE	\$0.00	\$0.00	\$0.00	0.00%
R 101-38810 GRBG SERVICE REVENUE	\$17,488.39	\$17,017.86	\$470.53	2.76%
R 101-38890 OTHER GARBAGE REVENUE	\$0.00	\$0.00	\$0.00	0.00%
R 101-39000 INTERFUND TRANSFERS	\$0.00	\$0.00	\$0.00	0.00%
R 101-39100 OTHER FINANCING SOURCES	\$0.00	\$0.00	\$0.00	0.00%
R 101-39110 OPERATING TRANSFERS IN	\$0.00	\$0.00	\$0.00	0.00%
R 101-39111 PRVS YR RETAINED EARNINGS	\$0.00	\$0.00	\$0.00	0.00%
R 101-39120 SALE OF BONDS	\$0.00	\$0.00	\$0.00	0.00%
R 101-39121 LONGTERM DEBT ISSUED	\$0.00	\$0.00	\$0.00	0.00%
R 101-39130 SALE OF MUNICIPAL PROPERTY	\$0.00	\$0.00	\$0.00	0.00%
R 101-39140 LOSS/DAMAGE CAPITAL ASSETS	\$3,185.20	-\$50.92	\$3,236.12	-6355.30%
R 101-39150 GAIN ON SALE OF INVESTMENTS	\$0.00	\$0.00	\$0.00	0.00%

TOWN OF HERMOSA

*Profit Loss YTD to Last Yr©

January - May 2021

	2021 YTD Amt	2020 YTD Amt	2020 YTD Diff	% Diff From 2020
R 101-39200 RESIDUAL TRANSFERS IN	\$0.00	\$0.00	\$0.00	0.00%
Total Revenue	\$198,075.76	\$136,652.44	\$61,423.32	45.00%
Expenditure				
E 101-41110-41100 WAGE EXPENSE	\$5,175.00	\$4,465.00	\$710.00	15.90%
E 101-41110-41200 PAYROLL TAX EXPENSE	\$395.97	\$341.62	\$54.35	15.91%
E 101-41110-41400 WORKMEN S COMPENSATION	\$0.00	\$0.00	\$0.00	0.00%
E 101-41110-42100 OTHER INSURANCE	\$0.00	\$0.00	\$0.00	0.00%
E 101-41110-42200 PROFESSIONAL FEES EXPENS	\$4,514.50	\$1,645.00	\$2,869.50	174.44%
E 101-41110-42300 PUBLISHING EXPENSE	\$978.24	\$942.73	\$35.51	3.77%
E 101-41110-42500 REPAIRS AND MAINTENANCE	\$30.50	\$4,850.89	-\$4,820.39	-99.37%
E 101-41110-42600 SUPPLIES AND MATERIALS	\$0.00	\$653.26	-\$653.26	-100.00%
E 101-41110-42700 TRAVEL AND CONFERENCE	\$138.12	\$403.55	-\$265.43	-65.77%
E 101-41110-42900 OTHER EXPENSE	\$100.00	\$200.00	-\$100.00	-50.00%
E 101-41110-43400 EQUIPMENT EXPENSE	\$0.00	\$0.00	\$0.00	0.00%
E 101-41110-43420 AUTO EXPENSE	\$0.00	\$0.00	\$0.00	0.00%
E 101-41150-42200 PROFESSIONAL FEES EXPENS	\$0.00	\$0.00	\$0.00	0.00%
E 101-41150-42500 REPAIRS AND MAINTENANCE	\$0.00	\$0.00	\$0.00	0.00%
E 101-41150-42600 SUPPLIES AND MATERIALS	\$21.29	\$0.00	\$21.29	0.00%
E 101-41150-42700 TRAVEL AND CONFERENCE	\$0.00	\$0.00	\$0.00	0.00%
E 101-41150-42900 OTHER EXPENSE	\$100.00	\$0.00	\$100.00	0.00%
E 101-41150-43300 CAPITAL IMPROVEMENTS	\$0.00	\$0.00	\$0.00	0.00%
E 101-41150-43400 EQUIPMENT EXPENSE	\$0.00	\$0.00	\$0.00	0.00%
E 101-41150-43410 COMPUTER SOFTWARE	\$0.00	\$0.00	\$0.00	0.00%
E 101-41150-51000 RESERVES	\$0.00	\$0.00	\$0.00	0.00%
E 101-41150-51100 OPERATING XFER OUT	\$0.00	\$0.00	\$0.00	0.00%
E 101-41300-41100 WAGE EXPENSE	\$0.00	\$0.00	\$0.00	0.00%
E 101-41300-41200 PAYROLL TAX EXPENSE	\$0.00	\$0.00	\$0.00	0.00%
E 101-41300-42300 PUBLISHING EXPENSE	\$0.00	\$21.02	-\$21.02	-100.00%
E 101-41300-42600 SUPPLIES AND MATERIALS	\$81.36	\$21.50	\$59.86	278.42%
E 101-41300-42700 TRAVEL AND CONFERENCE	\$0.00	\$0.00	\$0.00	0.00%
E 101-41400-41100 WAGE EXPENSE	\$15,488.00	\$7,470.34	\$8,017.66	107.33%
E 101-41400-41200 PAYROLL TAX EXPENSE	\$1,261.33	\$647.97	\$613.36	94.66%
E 101-41400-41300 RETIREMENT EXPENSE	\$989.28	\$508.22	\$481.06	94.66%
E 101-41400-41400 WORKMEN S COMPENSATION	\$0.00	\$70.00	-\$70.00	-100.00%
E 101-41400-41500 HEALTH INSURANCE	\$0.00	\$3,815.85	-\$3,815.85	-100.00%
E 101-41400-41600 UNEMPLOYMENT COMPENSATI	\$0.00	\$0.00	\$0.00	0.00%
E 101-41400-41700 ADMIN WAGES EXPENSE	\$11,406.00	\$12,721.00	-\$1,315.00	-10.34%
E 101-41400-41800 ADMIN PAYROLL TAXES	\$872.58	\$973.17	-\$100.59	-10.34%
E 101-41400-41900 ADMIN SDRS RETIREMENT	\$684.36	\$763.27	-\$78.91	-10.34%
E 101-41400-42000 ADMIN HEALTH INSURANCE	\$5,128.06	\$1,000.00	\$4,128.06	412.81%
E 101-41400-42100 OTHER INSURANCE	\$0.00	\$0.00	\$0.00	0.00%
E 101-41400-42200 PROFESSIONAL FEES EXPENS	\$2,982.50	\$7,891.78	-\$4,909.28	-62.21%
E 101-41400-42300 PUBLISHING EXPENSE	\$0.00	\$15.00	-\$15.00	-100.00%
E 101-41400-42500 REPAIRS AND MAINTENANCE	\$670.00	\$3,787.85	-\$3,117.85	-82.31%
E 101-41400-42600 SUPPLIES AND MATERIALS	\$1,027.59	\$1,257.60	-\$230.01	-18.29%
E 101-41400-42700 TRAVEL AND CONFERENCE	\$138.12	\$30.00	\$108.12	360.40%
E 101-41400-42800 UTILITIES EXPENSE	\$2,234.52	\$2,178.09	\$56.43	2.59%
E 101-41400-42810 PHONE & FAX EXPENSE	\$1,312.18	\$1,210.17	\$102.01	8.43%
E 101-41400-42900 OTHER EXPENSE	\$503.88	\$1,460.33	-\$956.45	-65.50%
E 101-41400-43400 EQUIPMENT EXPENSE	\$2,646.95	\$11,842.01	-\$9,195.06	-77.65%
E 101-41400-43410 COMPUTER SOFTWARE	\$0.00	\$25.00	-\$25.00	-100.00%
E 101-41410-42200 PROFESSIONAL FEES EXPENS	\$2,533.00	\$2,142.00	\$391.00	18.25%
E 101-41960-42200 PROFESSIONAL FEES EXPENS	\$12,997.06	\$24,863.16	-\$11,866.10	-47.73%
E 101-42100-41100 WAGE EXPENSE	\$8,085.50	\$8,085.50	\$0.00	0.00%
E 101-42100-41200 PAYROLL TAX EXPENSE	\$695.00	\$695.00	\$0.00	0.00%
E 101-42100-41300 RETIREMENT EXPENSE	\$0.00	\$0.00	\$0.00	0.00%
E 101-42100-41400 WORKMEN S COMPENSATION	\$0.00	\$0.00	\$0.00	0.00%
E 101-42100-41500 HEALTH INSURANCE	\$1,000.00	\$1,000.00	\$0.00	0.00%
E 101-42100-41600 UNEMPLOYMENT COMPENSATI	\$0.00	\$0.00	\$0.00	0.00%

TOWN OF HERMOSA

*Profit Loss YTD to Last Yr©

January - May 2021

	2021 YTD Amt	2020 YTD Amt	2020 YTD Diff	% Diff From 2020
E 101-42100-42100 OTHER INSURANCE	\$0.00	\$0.00	\$0.00	0.00%
E 101-42100-42200 PROFESSIONAL FEES EXPENS	\$2,700.00	\$0.00	\$2,700.00	0.00%
E 101-42100-42500 REPAIRS AND MAINTENANCE	\$4,256.99	\$0.00	\$4,256.99	0.00%
E 101-42100-42600 SUPPLIES AND MATERIALS	\$665.64	\$2,507.70	-\$1,842.06	-73.46%
E 101-42100-42610 FUEL EXPENSE	\$3,656.52	\$2,733.57	\$922.95	33.76%
E 101-42100-42620 UNIFORM EXPENSE	\$123.79	\$0.00	\$123.79	0.00%
E 101-42100-42700 TRAVEL AND CONFERENCE	\$120.00	\$0.00	\$120.00	0.00%
E 101-42100-42810 PHONE & FAX EXPENSE	\$0.00	\$0.00	\$0.00	0.00%
E 101-42100-42900 OTHER EXPENSE	\$341.83	\$0.00	\$341.83	0.00%
E 101-42100-43400 EQUIPMENT EXPENSE	\$117.96	\$260.30	-\$142.34	-54.68%
E 101-42100-43420 AUTO EXPENSE	\$905.31	\$588.64	\$316.67	53.80%
E 101-42300-42200 PROFESSIONAL FEES EXPENS	\$2,117.62	\$730.00	\$1,387.62	190.08%
E 101-43100-41100 WAGE EXPENSE	\$0.00	\$0.00	\$0.00	0.00%
E 101-43100-41200 PAYROLL TAX EXPENSE	\$0.00	\$0.00	\$0.00	0.00%
E 101-43100-42150 CONTRACT EXPENSE	\$680.05	\$544.04	\$136.01	25.00%
E 101-43100-42500 REPAIRS AND MAINTENANCE	\$2,460.22	\$6,232.65	-\$3,772.43	-60.53%
E 101-43100-42510 SNOW REMOVAL EXPENSE	\$3,239.00	\$2,146.01	\$1,092.99	50.93%
E 101-43100-42520 DRAINAGE EXPENSE	\$0.00	\$0.00	\$0.00	0.00%
E 101-43100-42530 MOWING EXPENSE	\$58.00	\$958.00	-\$900.00	-93.95%
E 101-43100-42600 SUPPLIES AND MATERIALS	\$135.00	\$0.00	\$135.00	0.00%
E 101-43100-42800 UTILITIES EXPENSE	\$6,099.33	\$5,971.14	\$128.19	2.15%
E 101-43100-42900 OTHER EXPENSE	\$0.00	\$7,435.95	-\$7,435.95	-100.00%
E 101-43230-42600 SUPPLIES AND MATERIALS	\$175.00	\$437.50	-\$262.50	-60.00%
E 101-43230-42900 OTHER EXPENSE	\$13,484.90	\$11,473.64	\$2,011.26	17.53%
E 101-46520-41100 WAGE EXPENSE	\$840.00	\$390.00	\$450.00	115.38%
E 101-46520-41200 PAYROLL TAX EXPENSE	\$64.28	\$29.85	\$34.43	115.34%
E 101-46520-41400 WORKMEN S COMPENSATION	\$0.00	\$0.00	\$0.00	0.00%
E 101-46520-42600 SUPPLIES AND MATERIALS	\$0.00	\$0.00	\$0.00	0.00%
E 101-46520-42700 TRAVEL AND CONFERENCE	\$0.00	\$0.00	\$0.00	0.00%
E 101-46520-42900 OTHER EXPENSE	\$0.00	\$2,631.20	-\$2,631.20	-100.00%
E 101-48500-42200 PROFESSIONAL FEES EXPENS	\$0.00	\$0.00	\$0.00	0.00%
E 101-48500-42900 OTHER EXPENSE	\$0.00	\$0.00	\$0.00	0.00%
E 101-48500-43100 LAND	\$0.00	\$0.00	\$0.00	0.00%
E 101-48500-43200 BUILDINGS	\$0.00	\$0.00	\$0.00	0.00%
E 101-48500-43300 CAPITAL IMPROVEMENTS	\$0.00	\$0.00	\$0.00	0.00%
E 101-48500-43400 EQUIPMENT EXPENSE	\$0.00	\$0.00	\$0.00	0.00%
E 101-51100-51100 OPERATING XFER OUT	\$0.00	\$0.00	\$0.00	0.00%
E 101-61100-51100 OPERATING XFER OUT	\$0.00	\$0.00	\$0.00	0.00%
Total Expenditure	-\$126,432.33	-\$153,068.07	\$26,635.74	-17.00%
Total GENERAL FUND	\$71,643.43	-\$16,415.63	\$88,059.06	28.00%
BBB Gross Receipts Tax Fund				
Revenue				
R 211-31300 SALES AND USE TAXES	\$4,282.99	\$4,146.81	\$136.18	3.28%
Total Revenue	\$4,282.99	\$4,146.81	\$136.18	3.00%
Expenditure				
E 211-46310-42900 OTHER EXPENSE	\$0.00	\$0.00	\$0.00	0.00%
Total Expenditure	\$0.00	\$0.00	\$0.00	0.00%
BBB Gross Receipts Tax Fund	\$4,282.99	\$4,146.81	\$136.18	3.00%
FEMA FUND/CONSTRUCTION ACCT				
Revenue				
R 272-33100 FEDERAL GRANTS	\$0.00	\$0.00	\$0.00	0.00%
R 272-36700 DONATION INCOME	\$0.00	\$0.00	\$0.00	0.00%
R 272-39110 OPERATING TRANSFERS IN	\$0.00	\$0.00	\$0.00	0.00%
Total Revenue	\$0.00	\$0.00	\$0.00	0.00%
Expenditure				
E 272-46310-42900 OTHER EXPENSE	\$0.00	\$0.00	\$0.00	0.00%

TOWN OF HERMOSA

*Profit Loss YTD to Last Yr©

January - May 2021

	2021 YTD Amt	2020 YTD Amt	2020 YTD Diff	% Diff From 2020
Total Expenditure	\$0.00	\$0.00	\$0.00	0.00%
\ FUND/CONSTRUCTION ACCT	\$0.00	\$0.00	\$0.00	0.00%
DEBT SERVICE FUND				
Revenue				
R 301-31110 PROPERTY TAXES CURRENT YEAR	\$30,540.03	\$20,768.40	\$9,771.63	47.05%
R 301-31160 PROPERTY TAXES PRIOR YEARS	\$648.36	\$0.00	\$648.36	0.00%
R 301-31170 PROPERTY TAXES MOBILE HOMES	\$3,621.91	\$2,195.00	\$1,426.91	65.01%
R 301-31190 PROPERTY TAXES OTHER	\$0.00	\$0.00	\$0.00	0.00%
R 301-31900 PENALTY/INTEREST/OTHER TAXES	\$182.84	\$181.77	\$1.07	0.59%
R 301-33440 DENR STATE GRANT	\$0.00	\$0.00	\$0.00	0.00%
R 301-38330 SWR NORTH SURCHARGE REVENUE	\$0.00	\$0.00	\$0.00	0.00%
R 301-39000 INTERFUND TRANSFERS	\$0.00	\$0.00	\$0.00	0.00%
R 301-39100 OTHER FINANCING SOURCES	\$0.00	\$0.00	\$0.00	0.00%
R 301-39110 OPERATING TRANSFERS IN	\$0.00	\$0.00	\$0.00	0.00%
R 301-39111 PRVS YR RETAINED EARNINGS	\$0.00	\$0.00	\$0.00	0.00%
R 301-39121 LONGTERM DEBT ISSUED	\$0.00	\$0.00	\$0.00	0.00%
R 301-39123 STATE REVOLVING FUND LOAN	\$0.00	\$0.00	\$0.00	0.00%
R 301-39200 RESIDUAL TRANSFERS IN	\$0.00	\$0.00	\$0.00	0.00%
Total Revenue	\$34,993.14	\$23,145.17	\$11,847.97	51.00%
Expenditure				
E 301-41110-42200 PROFESSIONAL FEES EXPENS	\$0.00	\$0.00	\$0.00	0.00%
E 301-41110-42900 OTHER EXPENSE	\$0.00	\$0.00	\$0.00	0.00%
E 301-41110-43300 CAPITAL IMPROVEMENTS	\$0.00	\$0.00	\$0.00	0.00%
E 301-41410-42200 PROFESSIONAL FEES EXPENS	\$4,365.00	\$0.00	\$4,365.00	0.00%
E 301-43200-43300 CAPITAL IMPROVEMENTS	\$22,932.88	\$0.00	\$22,932.88	0.00%
E 301-43300-43300 CAPITAL IMPROVEMENTS	\$0.00	\$0.00	\$0.00	0.00%
E 301-46500-42200 PROFESSIONAL FEES EXPENS	\$0.00	\$0.00	\$0.00	0.00%
E 301-46500-42500 REPAIRS AND MAINTENANCE	\$0.00	\$0.00	\$0.00	0.00%
E 301-46500-42600 SUPPLIES AND MATERIALS	\$0.00	\$0.00	\$0.00	0.00%
E 301-46500-42900 OTHER EXPENSE	\$0.00	\$0.00	\$0.00	0.00%
E 301-46500-43300 CAPITAL IMPROVEMENTS	\$0.00	\$0.00	\$0.00	0.00%
E 301-47120-44100 PRINCIPAL	\$82,513.60	\$2,322.77	\$80,190.83	3452.38%
E 301-47120-44200 INTEREST	\$873.27	\$1,307.91	-\$434.64	-33.23%
E 301-47120-51000 RESERVES	\$0.00	\$0.00	\$0.00	0.00%
E 301-47210-44100 PRINCIPAL	\$10,556.73	\$3,443.44	\$7,113.29	206.58%
E 301-47210-44200 INTEREST	\$4,084.35	\$4,197.64	-\$113.29	-2.70%
E 301-47210-51000 RESERVES	\$0.00	\$0.00	\$0.00	0.00%
E 301-51100-51000 RESERVES	\$0.00	\$0.00	\$0.00	0.00%
E 301-51100-51100 OPERATING XFER OUT	\$0.00	\$0.00	\$0.00	0.00%
E 301-61100-51000 RESERVES	\$0.00	\$0.00	\$0.00	0.00%
E 301-61100-51100 OPERATING XFER OUT	\$0.00	\$0.00	\$0.00	0.00%
Total Expenditure	-\$125,325.83	-\$11,271.76	-\$114,054.07	1012.00%
Total DEBT SERVICE FUND	-\$90,332.69	\$11,873.41	-\$102,206.10	1063.00%
WATER FUND				
Revenue				
R 602-32110 WATER TAP PERMIT REVENUE	\$0.00	\$0.00	\$0.00	0.00%
R 602-33100 FEDERAL GRANTS	\$0.00	\$0.00	\$0.00	0.00%
R 602-33400 STATE GRANTS	\$0.00	\$0.00	\$0.00	0.00%
R 602-33410 RURAL DEVELOPMENT GRANT	\$0.00	\$0.00	\$0.00	0.00%
R 602-33440 DENR STATE GRANT	\$0.00	\$0.00	\$0.00	0.00%
R 602-36210 PENALTY REVENUE	\$2,490.26	\$2,531.78	-\$41.52	-1.64%
R 602-36300 SPECIAL ASSESSMENTS	\$0.00	\$0.00	\$0.00	0.00%
R 602-38100 WATER REVENUE	\$0.00	-\$154.30	\$154.30	-100.00%
R 602-38110 WATER OPERATING REVENUE	\$37,043.89	\$36,849.36	\$194.53	0.53%
R 602-38120 WTR DOT 2 SURCHRG REVENUE	\$1,888.68	\$1,952.13	-\$63.45	-3.25%
R 602-38130 DRINK WATER SRF	\$4,369.30	\$4,393.50	-\$24.20	-0.55%
R 602-38190 OTHER WATER REVENUE	\$0.00	\$59.58	-\$59.58	-100.00%

TOWN OF HERMOSA

*Profit Loss YTD to Last Yr©

January - May 2021

	2021 YTD Amt	2020 YTD Amt	2020 YTD Diff	% Diff From 2020
R 602-39000 INTERFUND TRANSFERS	\$0.00	\$0.00	\$0.00	0.00%
R 602-39110 OPERATING TRANSFERS IN	\$0.00	\$0.00	\$0.00	0.00%
R 602-39111 PRVS YR RETAINED EARNINGS	\$0.00	\$0.00	\$0.00	0.00%
R 602-39121 LONGTERM DEBT ISSUED	\$0.00	\$0.00	\$0.00	0.00%
R 602-39122 RURAL DEVELOPMENT LOAN	\$0.00	\$0.00	\$0.00	0.00%
R 602-39123 STATE REVOLVING FUND LOAN	\$0.00	\$0.00	\$0.00	0.00%
R 602-39130 SALE OF MUNICIPAL PROPERTY	\$0.00	\$0.00	\$0.00	0.00%
R 602-39140 LOSS/DAMAGE CAPITAL ASSETS	\$0.00	\$0.00	\$0.00	0.00%
R 602-39150 GAIN ON SALE OF INVESTMENTS	\$0.00	\$0.00	\$0.00	0.00%
R 602-39200 RESIDUAL TRANSFERS IN	\$0.00	\$0.00	\$0.00	0.00%
Total Revenue	\$45,792.13	\$45,632.05	\$160.08	0.00%
Expenditure				
E 602-41150-51000 RESERVES	\$0.00	\$0.00	\$0.00	0.00%
E 602-43300-41100 WAGE EXPENSE	\$1,306.50	\$872.00	\$434.50	49.83%
E 602-43300-41200 PAYROLL TAX EXPENSE	\$99.95	\$66.71	\$33.24	49.83%
E 602-43300-42100 OTHER INSURANCE	\$0.00	\$0.00	\$0.00	0.00%
E 602-43300-42150 CONTRACT EXPENSE	\$5,326.65	\$5,326.65	\$0.00	0.00%
E 602-43300-42200 PROFESSIONAL FEES EXPENS	\$860.00	\$860.00	\$0.00	0.00%
E 602-43300-42500 REPAIRS AND MAINTENANCE	\$8,349.04	\$1,069.51	\$7,279.53	680.64%
E 602-43300-42540 PUMP & WELL EXPENSE	\$0.00	\$543.93	-\$543.93	-100.00%
E 602-43300-42600 SUPPLIES AND MATERIALS	\$304.97	\$224.15	\$80.82	36.06%
E 602-43300-42630 CHEMICALS & TESTING EXP	\$2,553.85	\$3,483.85	-\$930.00	-26.69%
E 602-43300-42800 UTILITIES EXPENSE	\$6,957.69	\$6,341.36	\$616.33	9.72%
E 602-43300-42900 OTHER EXPENSE	\$0.00	\$0.00	\$0.00	0.00%
E 602-43300-43300 CAPITAL IMPROVEMENTS	\$2,820.66	\$1,698.21	\$1,122.45	66.10%
E 602-43300-43400 EQUIPMENT EXPENSE	\$0.00	\$0.00	\$0.00	0.00%
E 602-47110-44100 PRINCIPAL	\$0.00	\$7,738.89	-\$7,738.89	-100.00%
E 602-47110-44200 INTEREST	\$0.00	\$1,413.88	-\$1,413.88	-100.00%
E 602-47110-51000 RESERVES	\$0.00	\$0.00	\$0.00	0.00%
E 602-47130-44100 PRINCIPAL	\$2,582.06	\$4,055.29	-\$1,473.23	-36.33%
E 602-47130-44200 INTEREST	\$3,807.94	\$2,334.71	\$1,473.23	63.10%
E 602-47130-51000 RESERVES	\$0.00	\$0.00	\$0.00	0.00%
E 602-47140-44100 PRINCIPAL	\$355.01	\$825.93	-\$470.92	-57.02%
E 602-47140-44200 INTEREST	\$650.59	\$438.57	\$212.02	48.34%
E 602-47140-51000 RESERVES	\$147.91	\$0.00	\$147.91	0.00%
E 602-47150-44100 PRINCIPAL	\$158.11	\$224.56	-\$66.45	-29.59%
E 602-47150-44200 INTEREST	\$285.89	\$219.44	\$66.45	30.28%
E 602-47150-51000 RESERVES	\$0.00	\$0.00	\$0.00	0.00%
E 602-47160-44100 PRINCIPAL	\$1,678.72	\$0.00	\$1,678.72	0.00%
E 602-47160-44200 INTEREST	\$1,307.74	\$0.00	\$1,307.74	0.00%
E 602-47160-51000 RESERVES	\$0.00	\$0.00	\$0.00	0.00%
E 602-51100-51000 RESERVES	\$0.00	\$0.00	\$0.00	0.00%
E 602-51100-51100 OPERATING XFER OUT	\$0.00	\$0.00	\$0.00	0.00%
E 602-61100-51100 OPERATING XFER OUT	\$0.00	\$0.00	\$0.00	0.00%
Total Expenditure	-\$39,553.28	-\$37,737.64	-\$1,815.64	5.00%
Total WATER FUND	\$6,238.85	\$7,894.41	-\$1,655.56	5.00%
SEWER FUND				
Revenue				
R 604-32120 SEWER TAP PERMIT REVENUE	\$0.00	\$0.00	\$0.00	0.00%
R 604-33100 FEDERAL GRANTS	\$0.00	\$0.00	\$0.00	0.00%
R 604-33400 STATE GRANTS	\$0.00	\$0.00	\$0.00	0.00%
R 604-33410 RURAL DEVELOPMENT GRANT	\$0.00	\$0.00	\$0.00	0.00%
R 604-33440 DENR STATE GRANT	\$0.00	\$0.00	\$0.00	0.00%
R 604-36300 SPECIAL ASSESSMENTS	\$0.00	\$0.00	\$0.00	0.00%
R 604-38300 SEWER REVENUE	\$0.00	-\$31.16	\$31.16	-100.00%
R 604-38310 SEWER OPERATING REVENUE	\$27,659.96	\$27,020.73	\$639.23	2.37%
R 604-38320 SWR DOT 1 SURCHARGE REVENUE	\$1,888.02	\$1,890.76	-\$2.74	-0.14%
R 604-38390 OTHER SEWER REVENUE	\$0.00	\$0.00	\$0.00	0.00%

TOWN OF HERMOSA

*Profit Loss YTD to Last Yr©

January - May 2021

	2021 YTD Amt	2020 YTD Amt	2020 YTD Diff	% Diff From 2020
R 604-39000 INTERFUND TRANSFERS	\$0.00	\$0.00	\$0.00	0.00%
R 604-39110 OPERATING TRANSFERS IN	\$0.00	\$0.00	\$0.00	0.00%
R 604-39111 PRVS YR RETAINED EARNINGS	\$0.00	\$0.00	\$0.00	0.00%
R 604-39121 LONGTERM DEBT ISSUED	\$0.00	\$0.00	\$0.00	0.00%
R 604-39122 RURAL DEVELOPMENT LOAN	\$0.00	\$0.00	\$0.00	0.00%
R 604-39130 SALE OF MUNICIPAL PROPERTY	\$0.00	\$0.00	\$0.00	0.00%
R 604-39140 LOSS/DAMAGE CAPITAL ASSETS	\$0.00	\$24,550.00	-\$24,550.00	-100.00%
R 604-39150 GAIN ON SALE OF INVESTMENTS	\$0.00	\$0.00	\$0.00	0.00%
R 604-39200 RESIDUAL TRANSFERS IN	\$0.00	\$0.00	\$0.00	0.00%
Total Revenue	\$29,547.98	\$53,430.33	-\$23,882.35	-45.00%
Expenditure				
E 604-41150-51000 RESERVES	\$0.00	\$0.00	\$0.00	0.00%
E 604-43200-42100 OTHER INSURANCE	\$0.00	\$0.00	\$0.00	0.00%
E 604-43200-42150 CONTRACT EXPENSE	\$5,326.65	\$5,326.65	\$0.00	0.00%
E 604-43200-42200 PROFESSIONAL FEES EXPENS	\$1,524.33	\$910.00	\$614.33	67.51%
E 604-43200-42500 REPAIRS AND MAINTENANCE	\$1,841.70	\$1,260.16	\$581.54	46.15%
E 604-43200-42600 SUPPLIES AND MATERIALS	\$1,375.04	\$437.33	\$937.71	214.42%
E 604-43200-42630 CHEMICALS & TESTING EXP	\$499.83	\$230.00	\$269.83	117.32%
E 604-43200-42800 UTILITIES EXPENSE	\$1,534.74	\$783.05	\$751.69	96.00%
E 604-43200-42900 OTHER EXPENSE	\$0.00	\$0.00	\$0.00	0.00%
E 604-43200-43300 CAPITAL IMPROVEMENTS	\$11,556.46	\$0.00	\$11,556.46	0.00%
E 604-43200-43400 EQUIPMENT EXPENSE	\$0.00	\$0.00	\$0.00	0.00%
E 604-43200-51100 OPERATING XFER OUT	\$0.00	\$0.00	\$0.00	0.00%
E 604-47140-44100 PRINCIPAL	\$355.00	\$395.44	-\$40.44	-10.23%
E 604-47140-44200 INTEREST	\$798.49	\$438.56	\$359.93	82.07%
E 604-47140-51000 RESERVES	\$0.00	\$0.00	\$0.00	0.00%
E 604-47150-44100 PRINCIPAL	\$158.11	\$224.53	-\$66.42	-29.58%
E 604-47150-44200 INTEREST	\$285.89	\$219.47	\$66.42	30.26%
E 604-47150-51000 RESERVES	\$0.00	\$0.00	\$0.00	0.00%
E 604-48500-43100 LAND	\$0.00	\$0.00	\$0.00	0.00%
E 604-51100-51100 OPERATING XFER OUT	\$0.00	\$0.00	\$0.00	0.00%
E 604-61100-51100 OPERATING XFER OUT	\$0.00	\$0.00	\$0.00	0.00%
Total Expenditure	-\$25,256.24	-\$10,225.19	-\$15,031.05	147.00%
Total SEWER FUND	\$4,291.74	\$43,205.14	-\$38,913.40	102.00%
Gain/(Loss)	(\$3,875.68)	\$50,704.14	(\$54,579.82)	68.00%

10A

**HERMOSA PLANNING & ZONING BOARD
REGULAR MEETING
May 11, 2021 @ 6:00pm**



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

CALL FOR CHANGES: Motion by Kespert, second by Harris to move 4b to 7c. vote; all aye; motion carried.

CONSENT CALENDAR:

March 23, 2021, P&Z minutes as presented; Motion by Kespert, second by Clarke to approve; vote; all aye; motion carried.

OLD BUSINESS:

2021-06- Southern Hills RV; Jerry Styles is working on getting detailed plans of the project to present at future P&Z meeting.

NEW BUSINESS:

Permit 2021-12-140 N. Wilder; Portable Shed. Discussion regarding setbacks, zoning and using not more than 40%. Motion by Kespert, 2nd by Clarke to approve permit. Vote; all aye; motion carried.

Review requested by BOT regarding Custer Co. Ordinance No. 20. Discussion included why we are reviewing a county ordinance. Board agreed that town should have their own ordinance for code enforcement regulating fire pits, burn barrels and fireworks. Board agreed to adopt sections of Custer Co. Ordinance 20 to include sections 1, 2, 3 and introduction. Motion by Kespert, second by Harris to approve. Vote; all aye; motion carried. Board agreed to add to work items to review and update rules and regulations regarding fireworks under 131.01.

REVIEW BOT MINUTES:

April 19th, Special Meeting; April 20th, BOT meeting and May 4th, BOT meeting; Discussion regarding rate increase on water taps. No plans to increase regular water rates at this time. Henrichsen indicated that Southern Black Hills will be doing a presentation for the town of Hermosa after May 18th.

ORDINANCE REVIEW & WORK ITEMS:

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

Zoning Ordinance for ADU's; BOT requested that the ordinance comply to the 40% rule. Must be used by a family member. Must be in a trust if property sells. May not be turned into a rental and the language needs to include more details on how long a guest may stay. P&Z board agreed to 40% rule but disagrees with the remaining requirements requested by BOT. Harris will work on clear definitions of homes on skids to present at next P&Z meeting; Pending

TRUSTEE INPUT:

Regarding the April 19th Special Meeting, Henrichsen indicated that she would of voted no on the rate increases for Water Taps to exclude already existing plats and permits. Kespert commented that it was a nice meeting.

CITIZEN INPUT:

ADJOURN: Motion by Kespert, second by Clarke to adjourn the meeting at 6:42pm.

Joan Harris, Planning & Zoning Board President

Jill Dybvig, Administrative Assistant

HERMOSA PLANNING & ZONING BOARD
REGULAR MEETING
May 25, 2021 @ 6:00pm



ROLL CALL: Harris called the meeting to order at 6:00pm with the following members present; Harris, Waltman, Kespert, Clarke-absent; Liaison Henrichsen; Dybvig and 2 citizens present. Pledge of Allegiance led by Harris.

CALL FOR CHANGES: Request by Harris to add Board Vacancy to 5C. Motion by Waltman, second by Kespert; to approve agenda with change; vote; all aye; motion carried.

CONSENT CALENDAR:

May 11, 2021, P&Z minutes as presented; Motion by Kespert, second by Waltman to approve; Vote; all aye; motion carried.

OLD BUSINESS:

2021-06- Southern Hills RV; Jerry Styles present. He is working on getting detailed plans of the project to present at future P&Z meeting.

NEW BUSINESS:

Permit 2021-14-222 Vilas; Digging/Grading Permit. Motion by Waltman, second by Kespert to approve; Vote; all aye; motion carried.

Permit 2020-14-240 Ferguson; Extension; Work to include finishing roof over existing deck. Motion by Kespert, second by Waltman to approve extension; Vote; all aye; motion carried.

Board vacancy- Discussion included advertising in the monthly newsletter and posting on the website.

REVIEW BOT MINUTES:

Discussion included the "Earn A Bike" program. Harris indicated that we have 13 kids that have signed up. SD Safety Department has included helmets and water bottles for the kids. Plans are for next year to plan early and have a speaker at the safety class.

ORDINANCE REVIEW & WORK ITEMS:

Custer Co. Ordinance No. 20. Board agreed to adopt sections of Custer Co. Ordinance 20 to include sections 1, 2, 3 and introduction. Request to present at June 1st BOT for discussion.

Chapter 131: Fireworks- Kespert presented changes for 131.01 to include: It shall be unlawful for a person to discharge fireworks within town limits; 1. Whenever the National Weather Service has declared Grassland fire danger high, very high or extreme. 2. High wind watch or warning. 3. Custer County has issued a Red Flag warning. 4. Without final approval by the Board of Trustees. Motion by Kespert, second by Waltman to present at June 1st BOT meeting for discussion/approval.

Zoning Ordinance for ADU's – Harris working on updating a few reference numbers that are incorrect and a clear definition of a home on skids. P&Z board disagrees with excessive rules requested by the BOT. Harris stated that "it's their home, their property and the owner must follow all the rules of the Ordinances and Building Codes. Pending

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

Annexation; Pending

TRUSTEE INPUT: Harris receive a complaint from town citizen for the P&Z board to review. The P&Z board does not handle complaints, but the complaint is about Commercial Parking. Harris stated that the P&Z board is responsible for our town ordinances. Harris encouraged the P&Z board to review the ordinance for Commercial parking and make suggestions if something could be updated or changed to be clearer and report back at next meeting.

CITIZEN INPUT: Chuck Ferguson reviewed the new Pre-inspection and Final inspection forms. Ferguson indicated that the Final Inspection form is very descriptive. Harris stated that the form is one size fits all and Ferguson can fill out inspection form with any information that applies and disregard any information that does not apply. Harris suggested that Ferguson give the board input and we can make updates or changes as needed on any of the forms. A pre-inspection form was issued

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

for Permit 2021-16 for the Dollar General. Proposed location on parcel 011978. Ferguson has concerns regarding the proposed building being in a floodplain area. Ferguson also expressed concerns that an abandoned sewer line/system is on the property. Ferguson will detail all this information when he completes the Pre-Inspection staff report.

Citizen thanked the board members who take time out of their personal lives to serve the community. It is very much appreciated.

ADJOURN: Motion by Harris second by Waltman to adjourn the meeting at 6:30pm.

Joan Harris, Planning & Zoning Board President

Jill Dybvig, Administrative Assistant

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

10B

Town of Hermosa

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

DIGGING/GRADING PERMIT

DATE 5-11-2021

PERMIT # 2021-14

Receipt #	Cash	Check # <u>3271</u>	Amount <u>\$ 35⁰⁰</u>
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All provisions of the Laws and Ordinances of the Town of Hermosa and the State of South Dakota governing the type of work being done and will be complied with, whether specified herein or not.

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

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

Will grading operation be located in the floodplain?	Yes	<input checked="" type="checkbox"/>	No
If yes, have ordinance requirements been met?	Yes	<input type="checkbox"/>	No
Will drainage patterns be altered?	Yes	<input checked="" type="checkbox"/>	No
Will grading operation take place in a geologically hazardous area?	Yes	<input checked="" type="checkbox"/>	No
If yes, have proper precautions been taken?	Yes	<input type="checkbox"/>	No

Quantity of Grading or Excavation: 25 Cubic Yards Area to be disturbed by proposed work: NA acres

Identify types of erosion control to be applied: NA

Source/Destination of materials: NA

Provide traffic control per Manual on Uniform Traffic Control Devices.

Hard route: NA

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

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

Stormwater permit application attached? Yes No N/A

This permit will expire one year from date of issuance.

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

Name Pat & Lorraine McCarthy - Contractor: Rapid Foundation Repair

Lot Address 222 Vilas St. Hermosa, SD 57744

Mailing Address 2601 Haines Ave Rapid City, SD 57701

Email Admin@rapidfoundationrepair.com

Legal Description _____

Telephone # 605-716-0300 Cellphone # 605-593-3748

Relationship to Property: Owner Contractor Owners Representative

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

Signature: _____ Date 5-11-21

<p>PLANNING AND ZONING COMMISSION</p> <p><input type="checkbox"/> Approved <input type="checkbox"/> Denied</p> <p>NAME: _____</p> <p>TITLE: _____</p> <p>SIGNATURE: _____</p> <p>DATE: _____</p> <p>APPLICATION FEE: \$35.00 DATE PAID: <u>5-17-21</u></p>	<p>HERMOSA BOARD OF TRUSTEES</p> <p><input type="checkbox"/> Approved <input type="checkbox"/> Denied</p> <p>NAME: _____</p> <p>TITLE: _____</p> <p>SIGNATURE: _____</p> <p>DATE: _____</p> <p>DATE PERMIT ISSUED: _____</p>
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Parcel # 009192 OFFICE USE ONLY

RAPID Foundation Repair



Providing Permanent Solutions to Structural Needs

Name Pat & Lorraine McCarthy

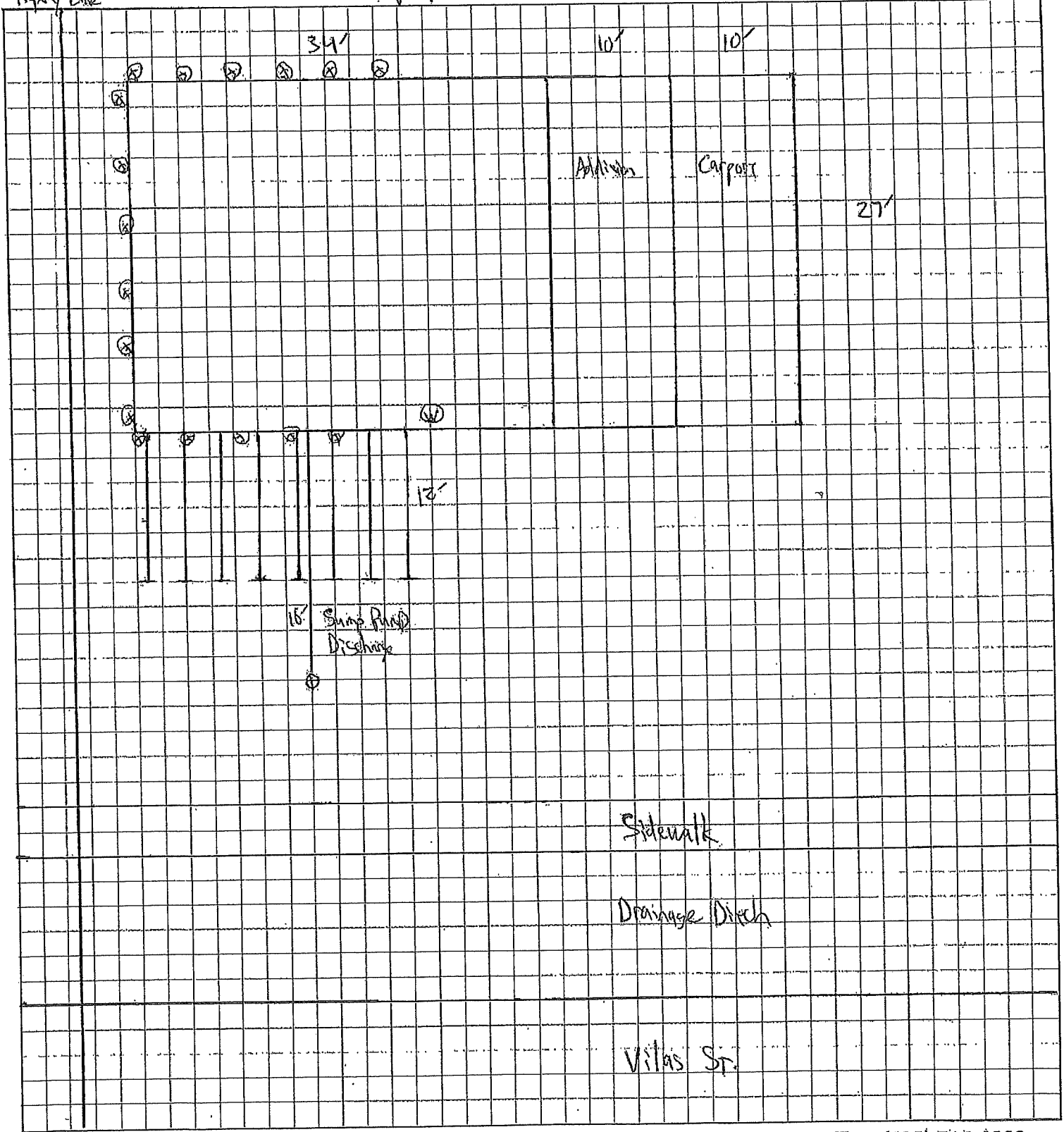
Address 222 Vilas St.

Phone (605) 255-4120 = Excavation

Date 1/29/2002 ⊗ = Push Pier ⊕ = Wall Brace ⊥ = Wall Anchor

Property Line

N ↑



Jill Dybvig

From: Ron Bengs <Ron.Bengs@interstateeng.com>
Sent: Tuesday, May 18, 2021 7:32 AM
To: Joan Harris
Cc: Jill Dybvig; Gail Boddicker
Subject: RE: Permit 2021-14

Thanks
Ron

From: Joan Harris <joharris.news@gmail.com>
Sent: Tuesday, May 18, 2021 5:22 AM
To: Ron Bengs <Ron.Bengs@interstateeng.com>
Cc: Jill Dybvig <jill@hermosasd.com>; Gail (Hermosa) (gail@hermosasd.com) <gail@hermosasd.com>
Subject: Re: Permit 2021-14

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

Thanks Ron, that is all I need to know, no further review is required. Had I known Chuck had already looked at this he probably could have answered my questions. Thanks, Joan

On Mon, May 17, 2021, 6:06 PM Ron Bengs <Ron.Bengs@interstateeng.com> wrote:

Jill,

Based on the attached email form Gail and the BOT request, I will comply with that request and turn permits back if I do not feel I have all info.

Thanks for the info you provided.

Are we missing a part of the Rapid Foundation Repair report? It shows 7 pages, I only rec'd 3

This is a foundation repair.

This would be considered maintenance.

Site plan does not provide any dimensions to prop line to north, however, there is only push piers on north side of home. Should be within a few feet of the foundation.

Wall anchors, 12 feet long are proposed on south. So should not be in ROW.

Discharge line is shown as 16 feet long (not to ditch)

No distance to south prop line so I am not sure how close anchors and discharge are to prop line.

They plan to install a French drain (I assume next to foundation, and run to exterior sump.

It also indicates to run discharge to drainage ditch, I suspect they mean discharge to the ground and let it flow overland to ditch ??

No real specific detail. Rapid Foundation can best provide.

Requires an electrician, but, I do not see one listed.

Based on BOT direction, I am not sure what is expected. I have more questions on specifics. If I am missing pages of Rapid Foundation report, that may answer some questions.

Just to go thru this I have now spent 0.5 hr, which is what the BOT is trying to avoid.....so I am not sure what the expectation is from the BOT.

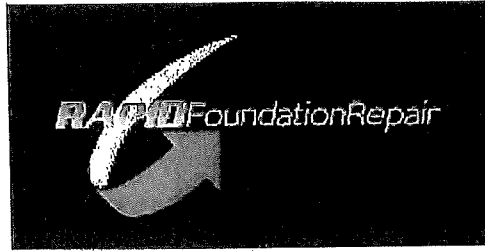
We can discuss in the am.

Thanks

To better serve our clients the Spearfish office has relocated to 120 Industrial Drive, Ste. 2. Stop by and say "hello"!

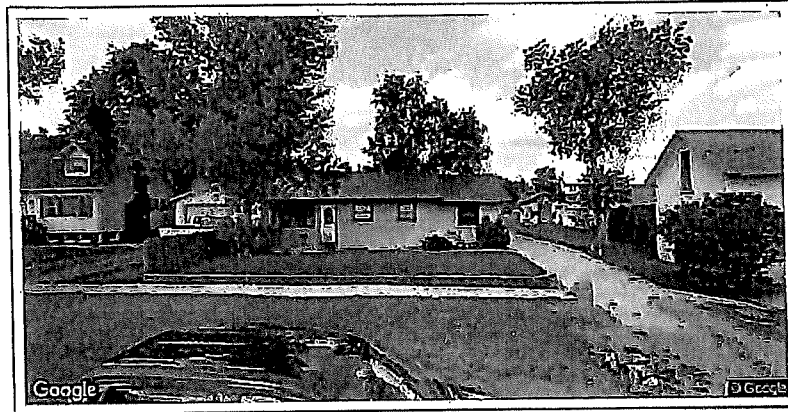
Ronald A. Bengs, PE

Senior Project Engineer/Office Manager



Prepared for:

Pat & Lorraine McCarthy
222 Vilas St
Hermosa, SD 57744
(605) 255-4120



Created on:

Tuesday, March 16, 2021

Evaluated By:

Ed Dehler

(605) 430-6100 | ed@rapidfoundationrepair.com

Rapid Foundation Repair
2601 Haines Ave
Rapid City, SD 57701
Main (605) 716-0300
www.rapidfoundationrepair.com

Scope of Work

Rapid Foundation Repair was established in 2009 and is locally owned and family operated. Our goal is to provide permanent solutions for structural repairs. Below you will find a summary of our recommended solutions and the price associated with each one.

McCarthy

Obstructions

Obstruction	Responsibility
Front Deck, AC Unit	Contractor

Notes

The front deck and AC unit will need to be removed prior to installation.

Excavation

Product	Quantity
Excavation & Backfill	1

Notes

Excavate along the north, west, and south walls. Pull back the south wall as current in situ allows. Install the exterior drain tile. Backfill and compact the soils after installation.

Wall Anchors

Product	Quantity
Wall Anchor	9

Notes

Install 9 wall anchors along the south wall. Drill a hole in the upper 2/3 of the wall. Drive a threaded rod 12' out into the yard. Excavate and install the yard anchor and wall plate. Tighten and torque the threaded rod, pulling back the wall. Backfill and compact the soils after installation.

Wall Cracks

Product	Quantity
Crack Fill	1

Notes

Fill in the cracks of the south wall

Costs

Section: McCarthy

Description	Quantity	Cost
Excavation & Backfill	1.00	\$4,200.00
Wall Anchor	9.00	\$6,750.00
Crack Fill	1.00	\$1,800.00
Waterproofing Membrane	1.00	\$1,900.00
Exterior Drain	1.00	\$3,500.00
Exterior Single Primary Sump Pump & Pit	1.00	\$1,200.00
Standard Basin	1.00	\$0.00
	Total Cost:	\$19,350.00

Subtotal: \$19,350.00

Fees

Description	Quantity	Amount	Total
Excise Tax	1.00	2.041%	\$394.93
		Total:	\$394.93

Total: \$19,744.93

Payment Terms

Deposit	<i>Due at bid acceptance</i>	\$4,936.23
Final Invoice	<i>Due at project completion</i>	\$14,808.70

Wall Cracks

Product

Waterproofing Membrane

Quantity

1

Notes

Clean and scrape the exterior of the south wall. Apply a coat of foundation tar and allow it to cure. Install a 40 mil waterproof barrier.

French Drains

Product

Exterior Drain

Quantity

1

Notes

Install a French drain along the south, west, and 8' of the north foundation walls. Run the discharge into the exterior sump pit.

Sump Pump

Sump Pump

Basin

Exterior Single Primary Sump Pump & Pit

Standard Basin

Notes

Install an exterior sump pit and pump in the southwest corner of the home. Run the discharge out to the drainage ditch.

An electrician or contractor will need to install an outlet for the sump pump.

Terms & Conditions

Contract

General Terms & Conditions

1. The attached Proposal is a specific description of the Work to be performed by Rapid Foundation Repair (RFR). Any additional work outside of the outlined proposal will be provided pursuant to a signed change order. These General Terms and Conditions and RFR proposal represent the entire agreement between the parties, which supersedes any and all prior agreement and representations, whether oral or written. The terms of this agreement may only be modified by written change order, executed by both parties.
2. Due to fluctuating prices for materials and labor, RFR's proposal will expire automatically within ninety (90) days of dated proposal unless accepted in writing. Work must then start within 120 days of dated proposal.
3. If RFR's proposal is used for any purpose other than the repair of the items described in the proposal such as a cost estimate for arbitration or litigation purposes and RFR does not perform the work, then the Client shall pay RFR an estimating fee in the amount of \$500.00 which shall be due within 30 days of Client's use of the Proposal for such purpose.
4. Client shall provide reasonable access to all work areas.
5. Client shall make available all utilities necessary to complete the Work. If RFR is unable to perform work due to job conditions that RFR is not responsible for, or job site is shut down or not accessible, a \$400.00 trip charge will be assessed.
6. Client shall provide a minimum of seven (7) days cure time for concrete poured back by RFR before traffic or weight is allowed on the work.
7. Client to make 2 payments as follows, initial payment of 25% upon signing of contract and prior to scheduling start date and final payment upon completion of job. Final payment is due upon completion of job and check is to be given to lead man on site prior to leaving. All amounts due and not paid in full shall accrue interest at the rate of 1.5% per month from date due until paid in full.
8. RFR is not responsible for damage to unmarked private lines such as sprinkler, gas, propane, electrical etc. If such lines are damaged during work, RFR will notify the Client and do its best to mark the area where lines were damaged.
9. Client is responsible for A: making full payment to crew leader upon completion of work; B: preparing work area prior to RFR mobilizing to site; C: any finish work ie: carpentry, drywall, painting, landscaping etc that may be required after RFR is completed with work; D: marking any private lines such as explained above; E: maintaining positive drainage and grade away from the home and area where work was completed; F: keeping gutters and downspouts in proper working order and cleaned and ensuring downspouts are connected and sufficiently distanced away from the home and repaired areas; G: maintaining proper expansion joints in concrete slabs that are adjacent to repaired walls and H: any items mentioned in the this contract under "Additional Notes".

Limited Warranty

10. RFR warrants that all materials furnished will be new, unless otherwise specified, and that all work will be of good quality, in accordance with industry standards. RFR employees are covered by workers compensation insurance and RFR maintains a general liability insurance. Standard exclusions permitted by state law. This foundation limited warranty ("warranty") is made in lieu of and excludes all other warranties, expressed or implied and all other obligations on the part of the contractor is the customer. This warranty is transferrable to future owners at no additional cost. THERE ARE NO OTHER WARRANTIES OF REPRESENTATIONS BEYOND THOSE STATED HEREIN. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, HABITABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED.

11. This warranty is in effect only as the job specified in this contract is completed and paid in full and is null and void if payment is not received at time of due date. RFR does not warrant products not mentioned below, however some of such products may be covered by a manufacturer's warranty.

12. Foundation Piers: Helical and Push Piers: RFR warrants that the foundation piers will stabilize the affected area(s) where piers were installed against further settlement for twenty-five (25) years from date of installation, or else RFR will

provide the labor and materials at no cost to customer, to correct the problem with the foundation piers. Contractor does not warrant to lift, close cracks, render doors and windows operational, or to move walls back to original position. RFR will use its best efforts and knowledge to achieve the best possible results. Foundation piers provide mainly vertical support and cannot be expected to provide lateral support. If lateral movement occurs or is an issue, additional work may be needed at an additional cost. Homeowner is responsible for maintaining and ensuring that all gutters and downspouts are working and properly directing water away from the foundation. A positive grade away from the home must be maintained.

13. Slab Piers: RFR warrants that slab piers will stabilize the affected areas against further settlement for five (5) years from date of installation, or else contractor will provide the labor and materials at no added cost to customer to correct the problem with the slab piers. No warranty is given to lift the slab back to original elevation or warrant against cracking of concrete during install and or lifting or post work completion.

14. Steel post/jacks: RFR warrants that the installed steel mohoposts/crawl space jacks will stabilize the affected area for five (5) years from date of installation, or else contractor will provide the labor and material to correct the steel posts/crawl space jacks at no added cost to client. The steel post and jacks do have a separate manufactures warranty free from defects in material and workmanship. If changes occur in the area of installed steel post or crawl space jacks causing excess moisture or wetting of soils where jacks and posts are installed, an encapsulation system with drainage tile system may be required at additional costs. RFR does not warrant against future wetting or drying of soils where posts are installed.

15. Earth Plate Wall Anchors: RFR warrants that the installed wall anchors will reduce further inward movement for 25 years from date of installation or else contractor will provide the labor and material to correct the problem with the wall anchors at no added costs to client. Walls that are not anchored fully from corner to corner are not warranted. Earth plate wall anchors are warranted only to stabilize the affected wall(s) and not to straighten or pull back. If straightening is desired, added costs to excavate and pull back the wall will be added.

16. Carbon Fiber: RFR warrants that installed carbon fiber will stabilize the affected area(s) against further inward bowing at the center of the wall(s) repaired for twenty-five (25) years from date of installation or else contractor will provide the labor and materials to correct the problem with the carbon fiber. No warranty against top of wall tilt or leaning and or bottom wall shearing is given. Additional work at added costs may be required if this type of movement at top or bottom of wall occurs. Carbon fiber is warrant only to stabilize and not straighten or pull the wall back.

17. Interior Drainage Systems: If water from the walls or floor wall joint passes though the installed perimeter drain system and onto the basement floor RFR will provide the necessary labor and materials to fix the leak at no added charge to the homeowner. This warranty only covers the areas where the drain system is installed. The drain system is guaranteed against rust, rot or to corrode for the life of the home and is transferrable at no added costs. A pump or power failure is possible therefore this warranty is not a guarantee of a dry basement as this cannot be guaranteed in all circumstances. This warranty shall not apply to: condensation, or any system that is altered in any way, water vapor transmission, concrete discoloration, water squirting out of walls above the system, window well flooding, plumbing leaks, efflorescence. RFR is not responsible for peeling paint, dust during installation, damage to hidden or unmarked gas, fuel or plumbing lines or frozen discharge lines. No warranty against floor cracks and seepage thru floor cracks is given. Homeowner is responsible for maintaining and ensuring that all gutters and downspouts are working and properly directing water away from the foundation. The sump pump is not covered in this warranty and is covered by a separate manufactures warranty. A positive grade away from the home must be maintained.

18. Crack Repair/Epoxly Injection: RFR offers a one (1) year workmanship guarantee on crack repair. RFR does not warrant against future cracking of crack repair as the structure may continue to move causing the repaired crack to reopen. No warranty against future water leakage or reopening of crack is given.

19. Client acknowledges that future soil movement or movement of the footer or foundation installed by others could cause movement in and damage to the Work performed by RFR, even in the absence of defective workmanship and materials provided by RFR.

Exclusions from this warranty: This warranty does not cover and RFR specifically disclaims liability for A: Exterior water proofing B: damage to installed system caused by homeowners misuse, abuse, alteration or negligence. C: damage to personal property of any type. D: damage caused by mold. E: damage or delay due to acts of God (flood, fire, wind, gas etc) or act of military or government or any other cause outside of the control of the contractor. F: heave or any damage caused by heaving. G: damage to installed systems caused by forces of hillside creep, land or mud slides or slumping of fill soils.

By signing any forms or agreements provided to you by Rapid Foundation Repair, you understand, agree and acknowledge that your electronic signature is the legally binding equivalent to your handwritten signature. You agree, by providing your electronic signature, that you will not repudiate, deny or challenge the validity of your electronic signature or of any electronic agreement that you electronically sign or their legally binding effect.

Signature: Pat & Lorraine per Ed Date: 3/25/2021 Time: 9:54am

10c

Town of Hermosa

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

Extension
5-17-21

FLOOD PLAIN DEVELOPMENT PERMIT APPLICATION INFORMATION

AES No.:

DATE 5-1-2020

PERMIT # 2020-14

Receipt # <u>595393</u>	Cash <input type="checkbox"/>	Check # <u>3063</u>	Application Fee <u>\$100.00</u>
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OWNER ROBERT H. KING TELEPHONE 605-440-2464

ADDRESS P.O. Box 96 240 FERGUSON ST

EMAIL rkking09@icloud.com

CONTRACTOR ROBERT H. KING

ADDRESS Same as above

PROJECT LOCATION/DIRECTIONS FERGUSON SUBDIVISION LOT 5 IN NW 1/4 SEC. 32, T25R8E LOT SIZE 75' x 106.5' HERMOSA, SD

PROJECT DESCRIPTION

- | | | |
|---|--|---|
| <input type="checkbox"/> Single Family Residential | <input checked="" type="checkbox"/> New Construction | <input type="checkbox"/> Channelization |
| <input type="checkbox"/> Multi-Family Residential | <input type="checkbox"/> Substantial (>50%) Improvements | <input type="checkbox"/> Fill |
| <input type="checkbox"/> Manufactured (Mobile) Home | <input type="checkbox"/> Improvements (<50%) | <input type="checkbox"/> Bridge/Culvert |
| <input type="checkbox"/> Nonresidential | <input type="checkbox"/> Rehabilitation | <input type="checkbox"/> Levee |

Other/Explanations SEE ATTACHED FOR PROJECTS LIST

Project Valuation: _____ Market Value of Structure: _____

FLOOD HAZARD DATA

Watercourse Name BATTLE CREEK

The project is proposed in the Floodway YES Floodway Fringe HERMOSA

Base (100-year flood elevations(s)) at project site ~~3285~~ 3290 FLOOD PLAIN MAP

Elevation required for Lowest Floor 3280 NGVD/Floodproofing _____ NGVD

Source Documents: Reports/Maps ELEVATION CERTIFICATE BY MICHAEL HANSON

Parcel # 10138
FOR OFFICE USE ONLY

FEB 2018

LOT 5 FERGUSON SUBDIVISION HERMOSA, SD 57744
(Lot #, Subdivision, City/Town, State)

COMPLETE IF APPLICABLE TO THIS PROJECT

Does this project involve the placement of an external fuel storage tank? No
Compliance of FEMA regulation CFR44 60.3, (a) (3) requires that all liquid storage tanks be properly anchored.

Does this project involve the placement of a manufactured/mobile home? No
Compliance of FEMA regulation CFR44 60.3, (b) (8) requires that all manufactured/mobile homes be properly anchored.

BKR
Initial

In accepting this permit, the applicant understands that all conditions of the permit must be met, all other regulatory permits have been obtained, an elevation certificate will be provided once project is completed, and agrees to allow on-site inspections, as needed during or after construction, to determine compliance with this permit.

BKR
Initial

The applicant also acknowledges that he/she is aware of the risks associated with the above development within the Flood Plain and has evaluated that risk.

BKR
Initial

The applicant acknowledges that Flood Insurance is available to anyone in an eligible community, which Hermosa is eligible, whether in the Flood Plain or Not.

BKR
Initial

It's the Applicants responsibility is to provide copies of the approved documents to all architect(s), engineer(s), general contractor(s) and any other interested parties as are appropriate for each job.

Accepted this 1 day of MAY year 2020.

Robert H. King ROBERT H. KING
(Applicant)

PROPOSAL REVIEW CHECKLIST

- Site development plan is complete and depicts flood hazard.
- Engineering data is provided for provided for proposed map and floodway revision.
- Floodway Certification and data document no increase in flood heights.
- Subdivision proposal minimizes flood damage and protects utilities.
- Lowest floor elevation is 1' above the BFE.
- Manufactured homes meet elevation and anchoring requirements.
- A Floodproofing Certificate certifies floodproofing designs.
- Other: CONSTRUCTION DRAWINGS

PERMIT ACTION

- PERMIT APPROVED WITH CONDITIONS: The information submitted for the proposed project was reviewed and is in compliance with approved floodplain management standards (site development plans are on file). (Building Site Plan)
- PERMIT DENIED: The proposed project does not meet approved floodplain management standards (explanation is on file).
- VARIANCE GRANTED: A variance was granted from the base (100-year) flood elevations established by FEMA consistent with variance requirements of NFIP regulations Part 60.6 (variance action documentation is on file).

Recommendation by Authorized Staff

Elmer Clayton P.E.

Floodplain Administrator's Signature

5/8/20

Date

APPROVAL CONDITIONS

Lot # 5 FERGUSON SUBDIVISION HERNOOSA, SD
(Lot #, Subdivision, City/Town, State)

NOTES:

- NA 1. Lowest Floor must be 1-foot above the BFE per local ordinance.
- NA 2. An elevation certificate will be required following construction to verify compliance.
- NA 3. All fill must be placed in accordance with FEMA requirements and cannot be placed to raise natural grade above BFE.
- NA 4. (Stick Built) Recommend that the enclosed AREA meet FEMA defined crawl space requirements. (See Tech Bulletin 11-01, Fig. 3)
- NA 5. (Stick Built) Enclosed space below the BFE must be vented in accordance with FEMA requirements.
- NA 6. No Mechanical Equipment is allowed below BFE.
- NA 7. Lowest floor of attached garage must be above the BFE or will require venting as an enclosed space.
- NA 8. Detached Garage is an accessory building and cannot be used for living space and the use cannot be converted at a later time.
- NA 9. (Modular) Skirting on modular must meet FEMA definitions of Breakaway Skirting or the enclosed space under the modular must meet FEMA requirements of an Enclosed Area, (Vented).
- NA 10. (Modular) Must be Anchored in accordance with FEMA requirements
1. Existing N-S fence to be removed and replace by free swinging gates. The existing center post shall be removed. The gates shall be fastened in the center to break away in flood event. It is the Owner's and Builder's responsibility to insure ALL FEMA requirements are understood and complied with before beginning construction in the flood plain.

The BFE is calculated but may change if FEMA reviews – this document provides no guarantee that the calculated BFE will match FEMA's determined BFE.

Flood Insurance can be purchased on this structure and should be evaluated by the Owner.

Flood Plain Development Permit

Application Information

Supplemental Pages

Robert H. King, Cell 605-440-2464

240 Ferguson St., Hermosa, SD 57744

Project #1 Construction of Carport (pole barn design)

Project #2 Construct Roof Over Existing Deck

Project #1 Location/Directions: Construction of an unattached carport (roof only--no side walls) (24' x 18') using pole barn style design (metal roof) and with open sides, on the south end of the house/garage structure. The carport's roof will be aligned in the same direction as the existing house/garage roof.

Presently the existing (north-south) cedar-plank fence runs eighteen (18') feet south from the south-east corner of the garage to the south property line, where it joins the (east-west) cedar-plank fence that is located on the south property line.

The carport's east side support poles (6"x6") will replace the existing (6"x6") posts of the (north-south) cedar-plank fence. **On the lower portion of these support poles will be installed two (2) eight (8') foot gates (cedar-plank) to replace the existing (north-south) cedar-plank fence. These two (2) gates will open to the EAST, thus allowing any flood water to flow though and not cause any debris buildup.**

The carport's south side support poles (6"x6") will replace the existing (4"x4") posts of the (east-west) cedar-plank fence and will be on the property line. On the lower portion of these support poles a twenty-four (24') cedar-plank fence will be reinstalled. This fence is five (5') feet longer than the existing cedar-plank fence.

The carport's west side will have a seventeen (17') opening with only the corner support poles.

AS PROJECT #1 PERTAINS TO THE FLOOD PLAIN:

In the negative: This project will require the addition of only four (4) new (6"x6") poles, three (3) of which are along and within four (4") inches of the existing south wall for the garage and one (1) along the south property line and the addition of five (5') feet of new cedar-plank fence on the west end of the (east-west) cedar-plank fence (by extending the fence to the corner of the carport).

This project will increase the roof coverage area by 432 square feet. Any runoff will be collected in rain-gutters/down-spouts and spread onto the lawn.

In the positive: By replacing the existing eighteen (18') feet of the (north-south) cedar-plank fence with two (2) eight (8') foot gates (cedar-plank), that will open to the EAST, thus allowing any flood water to flow though and not cause any debris buildup.

Project #2 Location/Directions: Construction of a flat (corrugated fiberglass panels) roof (10' x 16') over the existing (10' x 16') decking. Replacement of the existing decking support posts (that are presently on ground level concrete blocks), with posts that will support both the deck and roof. New support posts will be green treated and buried four (4') feet into the ground.

Any runoff will be caught in a rain-gutter/downspouts and spread onto the lawn or shrubbery.

AS PROJECT #2 PERTAINS TO THE FLOOD PLAIN:

In the negative: This project will increase the roof covering surface by 160 square feet.


In the positive: Any runoff will be caught in a rain-gutter/downspouts and spread onto the lawn or shrubbery. This project does not cause any increase in water displacement.

April 13, 2018

To whom it may concern:

I approve of Bob King building a carport structure adjacent to my property, of which, the support posts may be on the property line.

Leaun Peterson



250 Ferguson Street
Hermosa SD 57744

PRESENT SET BACKS

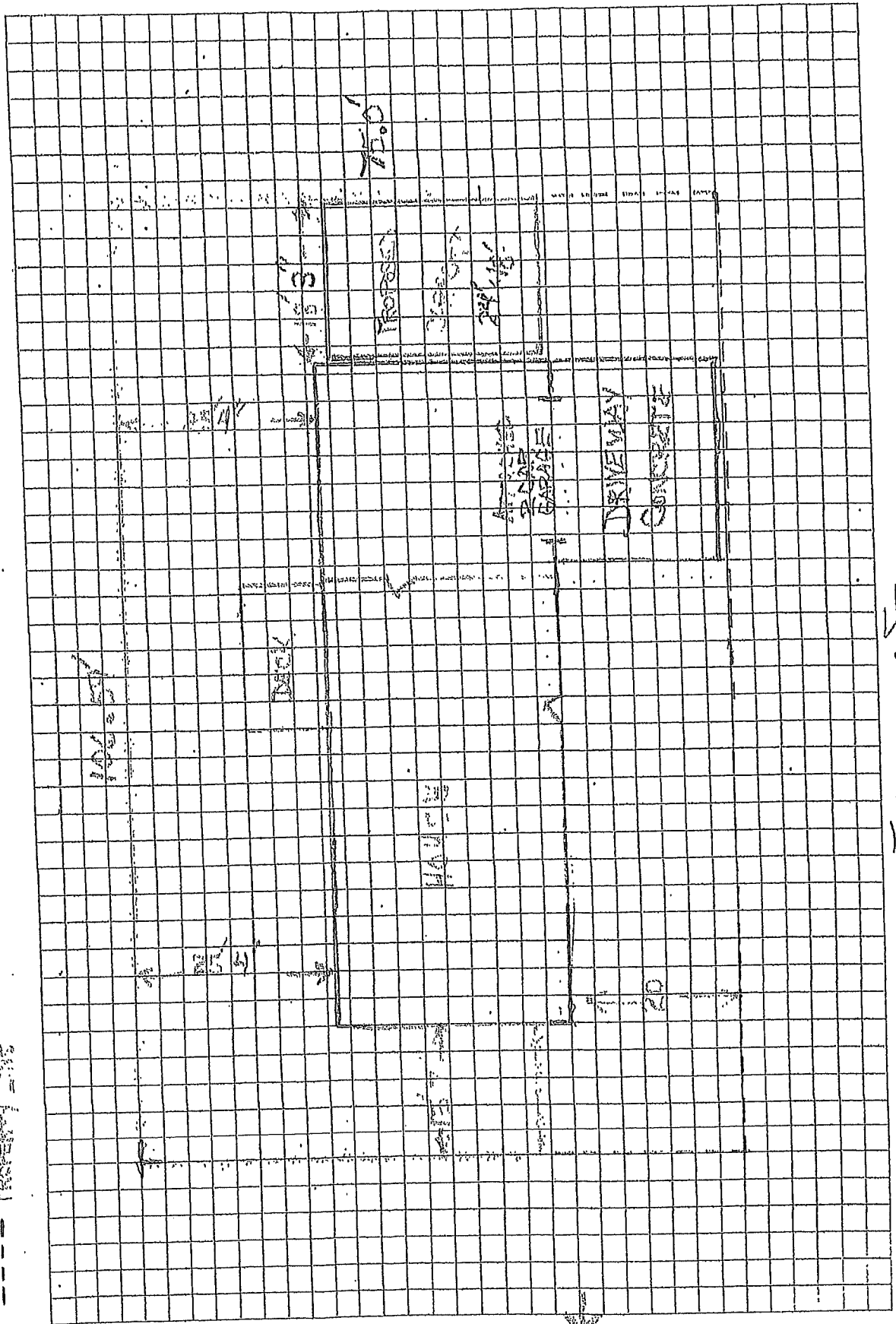
N = 15' 7"
E = 25' 4"
W = 20' 0"
S = 18' 3"

ROBERT W. KINE

PROJECT 1 CARPORT AT 240 FERGUSON

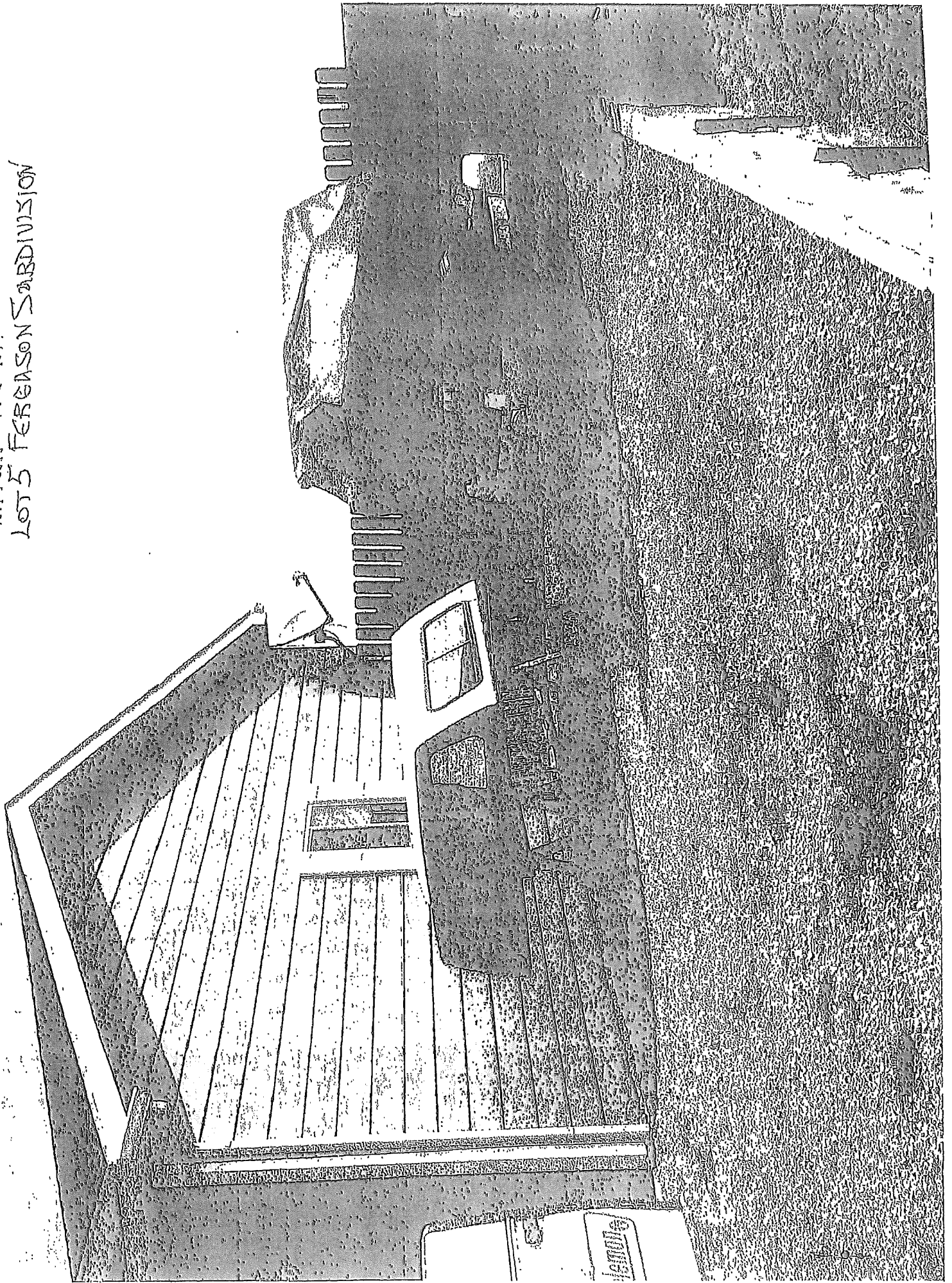
PROJECT #2 ROOF OVER DECK

--- PROPERTY LINE



FERGUSON ST.

CARPORT SITE AT, 240 FERRELLSON ST.
LOT 5 FERRELLSON SUBDIVISION



ROOF ON DECK AT 240 FERGUSON ST.

Deck 16'0" x 10'0"

8'3" ~~height~~ ~~width~~ ~~depth~~

Roof 10'4" x 16'0"

7'6" ~~height~~ ~~width~~ ~~depth~~

ROOF COVERING IS CORRUGATED
FIBERGLASS PANELS.

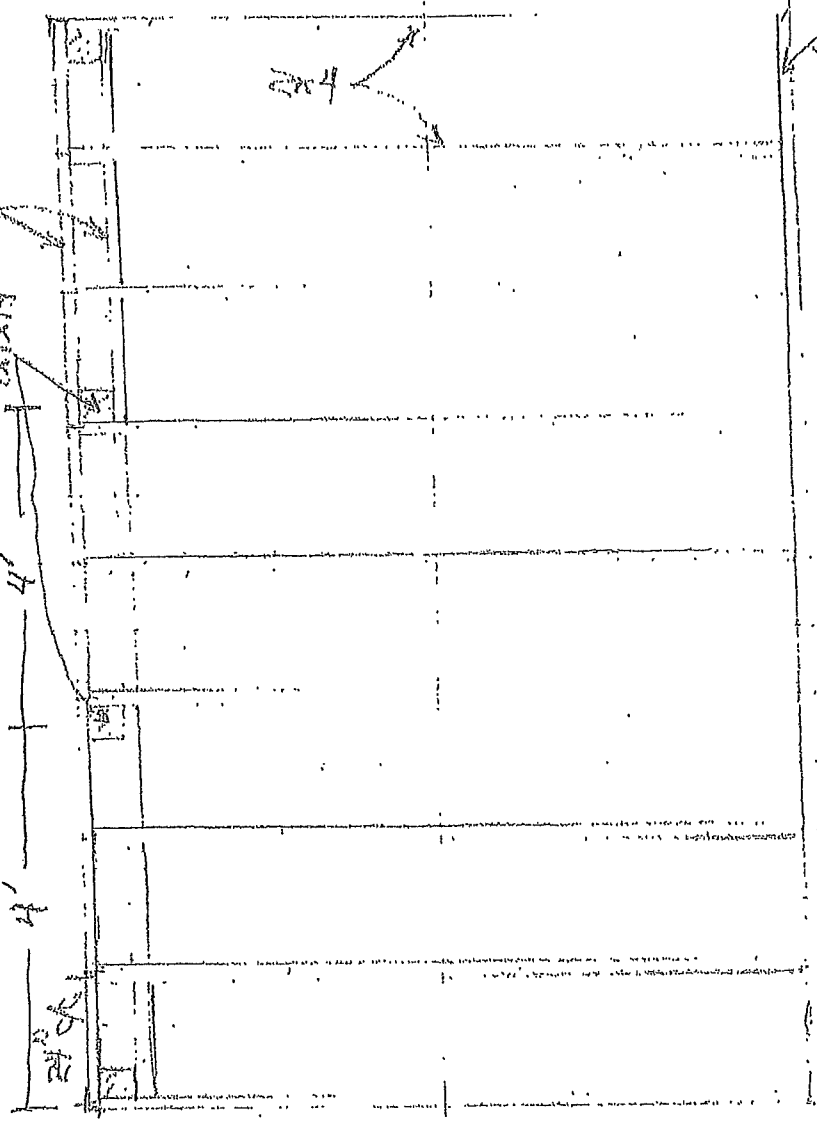
10'4"

4" x 4" POSTS BURIED 4" IN GROUND.

GREEN TREES

16'0"

4'0"



HOUSE

adhesive to seal trim ends

Flooring

FEDERAL EMERGENCY MANAGEMENT AGENCY
 NATIONAL FLOOD INSURANCE PROGRAM
ELEVATION CERTIFICATE

Important: Read the instructions on pages 1-7.

SECTION A - PROPERTY OWNER INFORMATION			For Insurance Company Use: Policy Number
BUILDING OWNER'S NAME Richard Emery			Company NAIC Number
BUILDING STREET ADDRESS (Including Apt., Unit, Suite, and/or Bldg. No.) OR P.O. ROUTE AND BOX NO. 240 Ferguson Street			
CITY Hermosa	STATE SD	ZIP CODE 57744	
PROPERTY DESCRIPTION (Lot and Block Numbers, Tax Parcel Number, Legal Description, etc.) Lot 6 of Ferguson Subdivision, a portion of Outlet D in NW1/4 of Section 32, T2S, R8E, E1/4M, Hermosa, Custer County, South Dakota			
BUILDING USE (e.g., Residential, Non-residential, Addition, Accessory, etc. Use a Comments area, if necessary.) Residential			
LATITUDE/LONGITUDE (OPTIONAL) (##°-##'-###" or ###.####")	HORIZONTAL DATUM: <input type="checkbox"/> NAD 1927 <input type="checkbox"/> NAD 1983	SOURCE: <input type="checkbox"/> GPS (Type): <input type="checkbox"/> USGS Quad Map <input type="checkbox"/> Other:	

SECTION B - FLOOD INSURANCE RATE MAP (FIRM) INFORMATION

B1. NFIP COMMUNITY NAME & COMMUNITY NUMBER Hermosa		B2. COUNTY NAME Custer	B3. STATE SD
B4. MAP AND PANEL NUMBER 1600180085	B5. SUFFIX B	B6. FIRM INDEX DATE 9/29/86	B7. FIRM PANEL EFFECTIVE/REVISED DATE 9/29/86
B8. FLOOD ZONE(S) A-14		B9. BASE FLOOD ELEVATION(S) (Zone AO, Use depth of flooding) 3208'	

B10. Indicate the source of the Base Flood Elevation (BFE) data or base flood depth entered in B9.
 FIS Profile FIRM Community Determined Other (Describe):
 B11. Indicate the elevation datum used for the BFE in B9: NGVD 1929 NAVD 1988 Other (Describe):
 B12. Is the building located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA)? Yes No Designation Date

SECTION C - BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)

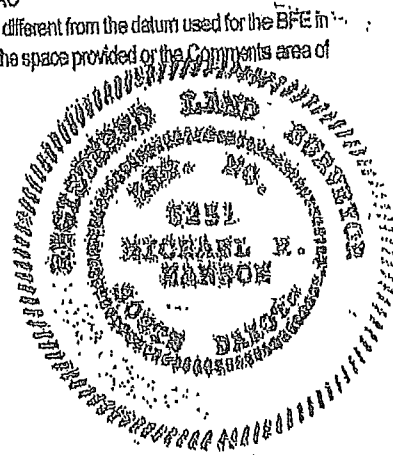
C1. Building elevations are based on: Construction Drawings* Building Under Construction* Finished Construction*
 *A new Elevation Certificate will be required when construction of the building is complete.

C2. Building Diagram Number 6 (Select the building diagram most similar to the building for which this certificate is being completed - see pages 6 and 7. If no diagram accurately represents the building, provide a sketch or photograph.)

C3. Elevations -- Zones A1-A30, AE, AH, A (with BFE), VE, V1-V30, V (with BFE), AR, AR/A, AR/AE, AR/A1-A30, AR/AH, AR/AO
 Complete items C3-a1 below according to the building diagram specified in item C2. State the datum used. If the datum is different from the datum used for the BFE in Section B, convert the datum to that used for the BFE. Show field measurements and datum conversion calculation. Use the space provided or the Comments area of Section D or Section G, as appropriate, to document the datum conversion.
 Datum NGVD1929 Conversion/Comments

Elevation reference mark used RM4 Does the elevation reference mark used appear on the FIRM? Yes No

a) Top of bottom floor (including basement or enclosure) 3290.8 ft.(m)
 b) Top of next higher floor NA ft.(m)
 c) Bottom of lowest horizontal structural member (V zones only) NA ft.(m)
 d) Attached garage (top of slab) 3289.7 ft.(m)
 e) Lowest elevation of machinery and/or equipment servicing the building (Describe in a Comments area) 3285.8 ft.(m)
 f) Lowest adjacent (finished) grade (LAG) 3287.7 ft.(m)
 g) Highest adjacent (finished) grade (HAG) 3288.9 ft.(m)
 h) No. of permanent openings (flood vents) within 1 ft. above adjacent grade 0
 i) Total area of all permanent openings (flood vents) in C3.h 0 sq. in. (sq. cm)



SECTION D - SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION

This certification is to be signed and sealed by a land surveyor, engineer, or architect authorized by law to certify elevation information.
 I certify that the information in Sections A, B, and C on this certificate represents my best efforts to interpret the data available.
 I understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001.
 CERTIFIER'S NAME: MICHAEL HANSON LICENSE NUMBER SD 6281

TITLE: Registered Land Surveyor	COMPANY NAME: Hanson Surveying and Mapping
ADDRESS: 832 Horace Mann Dr	CITY: Rapid City
SIGNATURE: <i>Michael Hanson</i>	STATE: SD
	ZIP CODE: 57701
	DATE: 11/12/03
	TELEPHONE: 605-388-9832



Federal Emergency Management Agency

Washington, D.C. 20472

LETTER OF MAP AMENDMENT DETERMINATION DOCUMENT (REMOVAL)

COMMUNITY AND MAP PANEL INFORMATION		LEGAL PROPERTY DESCRIPTION
COMMUNITY	CUSTER COUNTY, SOUTH DAKOTA (Unincorporated Areas)	Lot 5, Ferguson Subdivision, as shown on the Plat recorded as Document No. 16631 in Book 11, Page 668, in the Office of the Register of Deeds, Custer County, South Dakota
	COMMUNITY NO.: 460018	
AFFECTED MAP PANEL	NUMBER: 4600180085B DATE: 9/29/1988	
FLOODING SOURCE: BATTLE CREEK		APPROXIMATE LATITUDE & LONGITUDE OF PROPERTY: 43.837, -103.189 SOURCE OF LAT & LONG: PRECISION MAPPING STREETS 7.0 DATUM: NAD 83

DETERMINATION


LOT	BLOCK/ SECTION	SUBDIVISION	STREET	OUTCOME WHAT IS REMOVED FROM THE SFHA	FLOOD ZONE	1% ANNUAL CHANCE FLOOD ELEVATION (NGVD 29)	LOWEST ADJACENT GRADE ELEVATION (NGVD 29)	LOWEST LOT ELEVATION (NGVD 29)
5	--	Ferguson	240 Ferguson Street	Structure	B	3288.0 feet	3288.2 feet	--

Special Flood Hazard Area (SFHA) - The SFHA is an area that would be inundated by the flood having a 1-percent chance of being equaled or exceeded in any given year (base flood).

ADDITIONAL CONSIDERATIONS (Please refer to the appropriate section on Attachment 1 for the additional considerations listed below.)
PORTIONS REMAIN IN THE SFHA

This document provides the Federal Emergency Management Agency's determination regarding a request for a Letter of Map Amendment for the property described above. Using the information submitted and the effective National Flood Insurance Program (NFIP) map, we have determined that the structure(s) on the property(ies) is/are not located in the SFHA, an area inundated by the flood having a 1-percent chance of being equaled or exceeded in any given year (base flood). This document amends the effective NFIP map to remove the subject property from the SFHA located on the effective NFIP map; therefore, the Federal mandatory flood insurance requirement does not apply. However, the lender has the option to continue the flood insurance requirement to protect its financial risk on the loan. A Preferred Risk Policy (PRP) is available for buildings located outside the SFHA. Information about the PRP and how one can apply is enclosed.

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Map Assistance Center toll free at (877) 336-2627 (877-FEMA MAP) or by letter addressed to the Federal Emergency Management Agency, 3601 Eisenhower Avenue, Suite 130, Alexandria, VA 22304-6439.


Doug Bellomo, P.E., Chief
Hazard Identification Section, Mitigation Division

CLAYCOMB ENGINEERING
11896 EMERALD ROAD
CUSTER, SD 57730
(605)673-3939
sdcaller@goldenwest.net

May 6, 2020

TOWN OF HERMOSA

FLOODPLAIN ADMINISTRATOR STAFF REPORT: Floodplain Development Permit for construction of a carport and installation of a roof over an existing deck on Lot 5, Ferguson Subdivision, 240 Ferguson Street, submitted by Robert King.

Physical Conditions

The subject lot is within the Floodway of the Ferguson Split flow of Battle Creek as delineated on the current FEMA Flood Insurance Rate Map (FIRM). The depth of flow for the 1% return chance event is about 1 foot according to the Flood Insurance Rate Map (FIRM) at the location of the lowest adjacent grade to the existing home. A map plotted from the Custer County Beacon Site illustrates the location of the existing home. A map showing the Base Flood Elevations at the location of the home and proposed carport is attached.

A cedar-plank fence runs N-S between the existing garage and existing cedar-plank fence along the south side of the back yard. The attached photo shows the N-S fence. The photo illustrates that a post is located in the center of the fence.

Background Information

The Application includes a Letter of Map Amendment (LOMA) issued for the home in 2006 based on the FIRM Map, effective date 9/29/86. An Elevation Certificate dated 11/12/03 is also included with the Application. The elevations in the Certificate do not coincide with the elevations given in the LOMA. The LOMA was superseded by FEMA due to the new FIRM Map, effective date 1/6/12. A copy of the Final Summary of Map Actions showing the LOMA as superseded is attached to this Report. Thus, the LOMA is no longer valid.

The LOMA gave the Base Flood Elevation (BFE) as 3288.0 and the Lowest Adjacent Grade (LAG) as 3288.2. These elevations are NGVD29 datum. The current FIRM datum is NAVD88. The conversion between the two datums is 1.65 feet. Converting the LAG given in the LOMA to the NAVD88 datum results in 3289.85. A map is attached to this Report showing that the BFE ranges from 3290.6 to 3280.8 at the house. This shows that the LAG is about 1 foot below the BFE. The house would therefore not meet the requirements for a LOMA.

Staff Report, 240 Ferguson St.
May 6, 2020

Proposed Construction

The applicant has submitted drawings and a written description of the proposed construction.

The proposed carport, identified as Project #1 in the description, consists of a carport on the south end of the existing garage. The applicant proposes to remove the existing cedar-plank fence between the garage and the south property line and replace it with 2 swinging cedar-plank gates that will swing to the east.

The proposed cover over the existing deck on the east side of the house is identified as Project #2 in the description.

Recommendations

Carport

The proposed carport will have no adverse impact on the floodway if the existing N-S fence is replaced with free swinging gates and the existing center post is removed. The gates shall be fastened in the center such that they will swing away in event of a flood.

Deck Roof

Installing a roof over the existing deck will have no adverse impact on the floodway since the deck is located in the conveyance shadow of the existing home (see attached page 5-24 from FEMA document).

The Floodplain Development Permit is recommended for approved.

Elmer Claycomb, P.E.
Floodplain Administrator

Attachments:

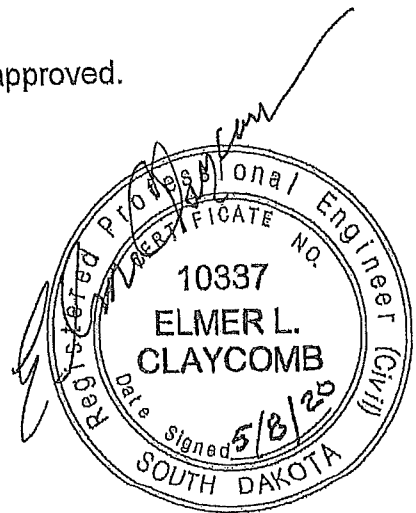
BEACON MAP showing site and floodplains

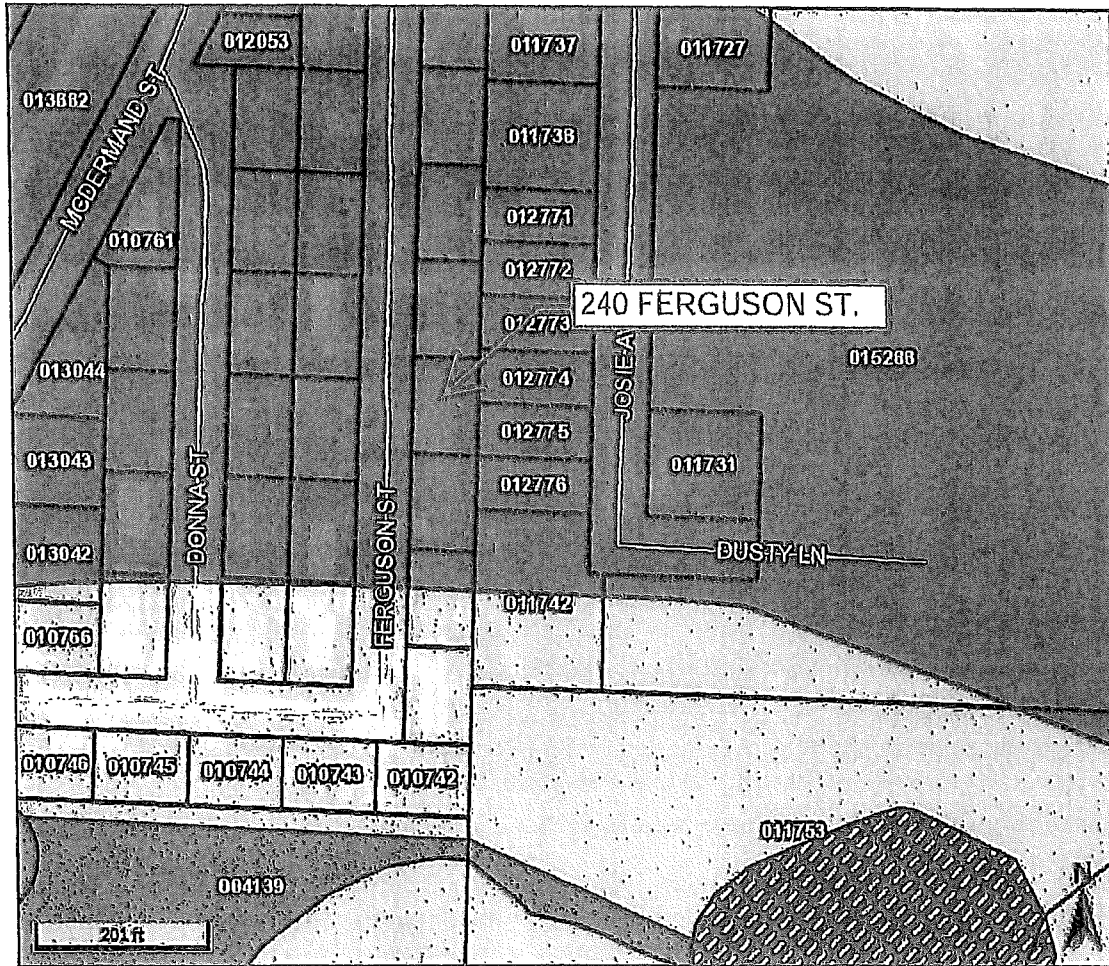
Map Showing Contours and BFE Lines

Photo of N-S Fence

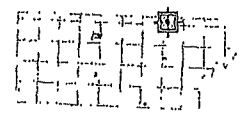
FEMA Page Showing Conveyance Shadow

Floodplain Development Permit Application





Overview



Legend

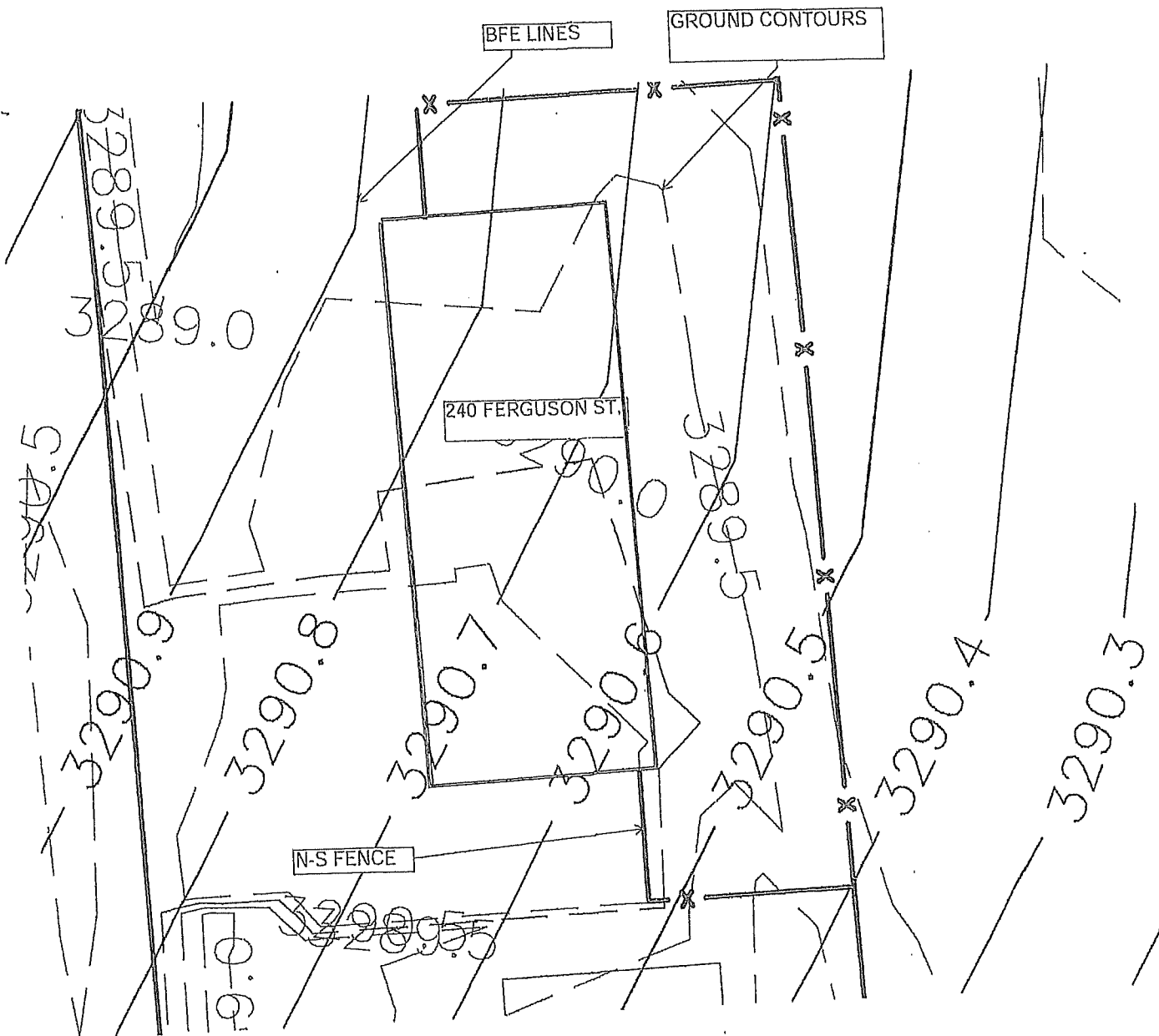
- Highways
 - SD Hwy
 - US Hwy
- Roads
- Parcels
- Flood Zones
 - A
 - AE
 - AE, FLOODWAY
 - AO
 - X, 0.2 PCT ANNUAL CHANCE FLOOD HAZARD
 - X, AREA OF MINIMAL FLOOD HAZARD

Parcel ID	009322	Alternate ID	n/a	Owner Address	BREUKLANDER ANN
Sec/Twp/Rng	n/a	Class	Residential		23150 173RD AVE
Property Address		Acreage	0.41		OWANKA SD 57767-6002
District	16.1-7-0-0-0-0				
Brief Tax Description	OUTLOT J LOTS 8 & 9 SEC 32 T2 R8				
	744-00-058-000-007-00				
	(Note: Not to be used on legal documents)				

Parcels are not adjusted to match aerial background. GIS information is for reference purposes only and is not a legal document. Data may contain errors.

Date created: 5/7/2020
 Last Data Uploaded: 5/6/2020 9:44:25 PM

Developed by  Schneider
 GEOSPATIAL



MAP SHOWING CONTOURS AND BFE LINES

Staff Report, 240 Ferguson St.
May 6, 2020

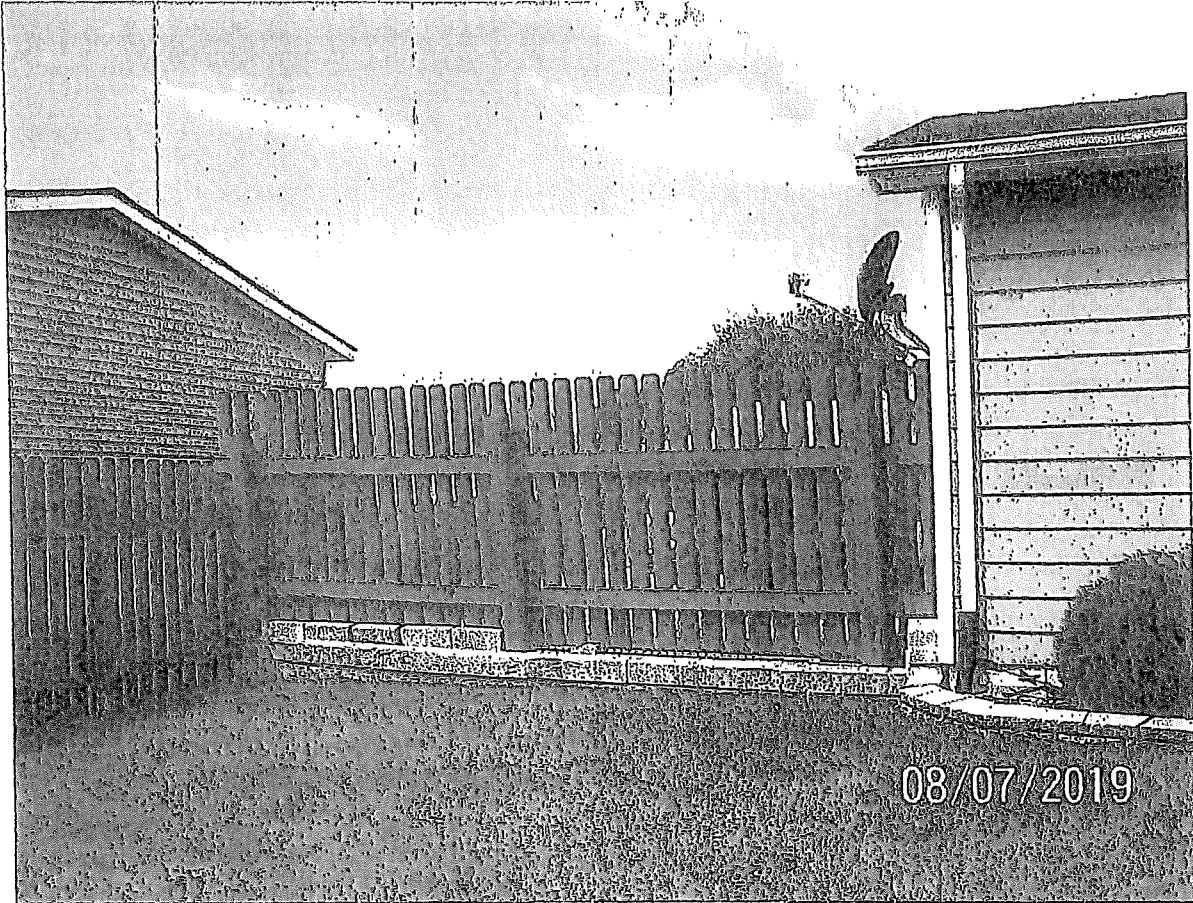


PHOTO TAKEN FROM BACK YARD SHOWING N-S FENCE WITH POST IN CENTER

FINAL SUMMARY OF MAP ACTIONS

Community: CUSTER COUNTY

Community No: 460018

LOMC	Case No.	Date Issued	Project Identifier	Reason Determination Will be Superseded
LOMA	97-08-002A	10/17/1996	MEADOWLAND WEST SUBDIV, REVISED LOT 4, SOUTH FRENCH CREEK ROAD <i>Not on Panel</i>	1 <i>Sheet # 7135 - it was typed, will show PIN 6120</i>
LOMA	97-08-258A	08/01/1997	H.E.S. 89, LOT P <i>Not on Panel</i>	1
LOMA	97-08-420A	11/25/1997	TRACT A, GOVT LOT 1 <i>Out on new map</i>	4
LOMA	99-08-212A	05/13/1999	2 SPRING PLACE LANE - TRACT OULLUM, PORTION OF GOVT LOT 5 <i>Not sure of what location</i>	1
LOMA	01-08-196A	04/27/2001	COUNTY ROAD 89 - TRACT 2, PORTION OF SECTION 1, T3S, R7E, B.H.M. <i>Very edge</i>	4
LOMA	02-08-272A	05/03/2002	STATE HIGHWAY 36 - PORTION OF SECTION 2, T3S, R7E, B.H.M. <i>Out on work map but not on file</i>	4
LOMA	03-08-0667A	10/22/2003	PORTION OF SECTION 31, T2S, RBE, B.H.M. <i>In floodplain near Stud.</i>	4
LOMA	03-08-0680A	10/29/2003	PORTION OF GOVT LOT 1, SECTION 1, T3S, R7E, B.H.M. <i>Out with new map</i>	4
LOMA	03-08-0683A	10/29/2003	BATTLE CREEK ESTATES, LOT 5R <i>Out with new map</i>	4
LOMA	04-08-0035A	11/12/2003	TRACT SANDERS NO. 2, LOT A - 26124 HARBACH LANE <i>Well outside floodplain</i>	1
LOMA	06-08-0152A	01/10/2006	FERGUSON SUBDIV, LOT 30 - 249 DONNA STREET	4
LOMA	06-08-B234A	04/04/2006	FERGUSON SUBDIV, LOT 5 - 249 FERGUSON STREET	4
LOMA	06-08-B110A	08/12/2006	FERGUSON SUBDIV, LOT 29 - 249 FERGUSON STREET	4
LOMA	06-08-B421A	06/28/2006	14009 Highway 36 - PORTION OF SECTION 2, T3S, R7E, BHM <i>Out on new maps</i>	4
LOMA	06-08-B516A	08/08/2006	FERGUSON SUBDIVISION, LOT 26 - 214 Donna Street	4
LOMA	06-08-B575A	08/10/2006	FERGUSON SUBDIVISION, LOT 28 - 214 Donna Street (SD)	4
LOMA	07-08-0699A	07/05/2007	HEARTLAND ESTATES, BLOCK 6, LOT 5 - 292 JOISE AVENUE (SD)	4
LOMA	08-08-0010A	10/18/2007	900 FERGUSON STREET - LOT 9, FERGUSON SUBDIVISION, (CO)	4
LOMR	08-08-0321P	03/25/2008	FLOODPLAIN STUDY, HOUSE AT 14007 HIGHWAY 36, CUSTER COUNTY, SD <i>LINTZ Out on New Maps</i>	4

Determining the limits of the conveyance shadow is illustrated in Figure 5-6. Small structures located completely within the shadow can be permitted without the engineering analysis needed for a no-rise certification.

Note: Just because a small structure can be located in the conveyance shadow, it is still preferable to keep all development out of the floodway. Don't forget: all buildings must be elevated or otherwise protected from the base flood.

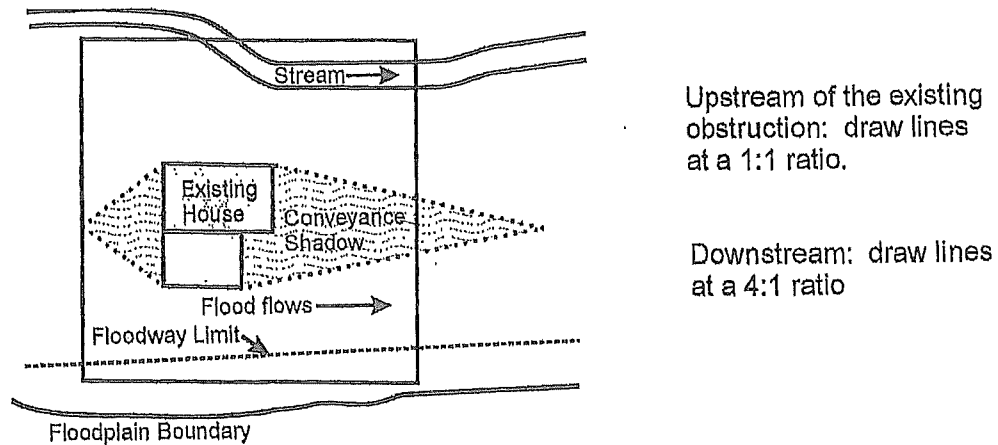


Figure 5-6. Determining the conveyance shadow

STREAMS WITHOUT FLOODWAY MAPS

If your community is subject to 44 CFR Section 60.3(c), you have a FIRM with base flood elevations but no mapped floodway. The following applies to you.

44 CFR 60.3(c)(10): *[Communities must] Require until a regulatory floodway is designated, that no new construction, substantial improvements, or other development (including fill) shall be permitted within Zones A1-30 and AE on the community's FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.*

For the purposes of administering your ordinance, you should treat the entire riverine floodplain as a floodway. You should require the same encroachment certification to ensure that a development project will not obstruct flood flows and cause increased flooding on other property. This approach is recommended for all other riverine floodplains without a mapped floodway.

In riverine floodplains where no floodway has been designated, the review must demonstrate that the *cumulative* effect of the proposed development, when combined with all other existing and anticipated development:

CHAPTER 131: FIREWORKS

Section

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

§ 131.01 REASONABLE HOURS/DATES.

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

(B) It shall be further unlawful for a person to discharge fireworks within the town limits during the times outside of 9:00 a.m. to 10:00 p.m. beginning June 27 and extending through July 2; 9:00 a.m. to 12:00 midnight on July 3; 9:00 a.m. to 2:00 a.m. on July 4; 9:00 a.m. to 12:00 midnight July 5; 9:00 a.m. to 10:00 p.m. December 28 through December 29; 9:00 a.m. to 12:00 midnight December 30; 9:00 a.m. to 2:00 a.m. December 31; and 9:00 a.m. to 12:00 midnight January 1.
(Ord. 9.09, passed 5-1-2012) Penalty, see § 10.99

§ 131.02 ENFORCEMENT.

Please see 2nd Page for revision to 131.01.

The Department of Public Safety, together with all law enforcement officers of the state and its political subdivisions, shall be charged with the enforcement of the provisions of this chapter.
(Ord. 9.09, passed 5-1-2012)

§ 131.03 VIOLATION.

Except where a penalty is specifically provided, a violation of the provisions of this chapter is a Class 1 misdemeanor.
(Ord. 9.09, passed 5-1-2012)

Change 131.01 (A) to read

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

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

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



CUSTER COUNTY ORDINANCE NO. 20



AN ORDINANCE REGULATING OPEN BURNING IN CUSTER COUNTY

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

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

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

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

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

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

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

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

SECTION I. DEFINITIONS:

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

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

SECTION II. REGULATIONS:

A. Open Fire:

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

B. Burn Barrels:

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

C. Campgrounds:

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

SECTION III. PENALTY FOR VIOLATIONS:


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

§ 52.05 UNLAWFUL DEPOSITS.

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

§ 52.06 SCAVENGING.

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

§ 52.07 BURNING.

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

§ 52.99 PENALTY.

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

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



Feature data: 012493

11F

TOWN OF HERMOSA
2.00 Acres

View: [Parcel Report](#) | [Soil Report](#) | [Google Maps](#) opens in a new tab

004130

004129

012493

012304

009257

009251

012490

012488

012489

009256

012474

012469

012473

012470

2472

012468

012475

012476

012483

012484

009249

009248

N 2ND ST

CUMBOHBY LN

AN ORDINANCE ADDING CHAPTER 114 OF THE TOWN OF KEYSTONE ORDINANCES TO PROHIBIT THE INGESTING OF MARIJUANA IN ANY PUBLIC PLACE.

BE IT ORDAINED BY THE TOWN OF KEYSTONE, THAT THE TOWN OF KEYSTONE ORDINANCES IS AMENDED BY ADDING A NEW CHAPTER THERETO TO PROHIBIT THE INGESTING OF MARIJUANA IN ANY PUBLIC PLACE AS FOLLOWS:

§ 114.01 DEFINITIONS.

For the purpose of this chapter, the definitions shall apply unless the context indicates or requires a different meaning.

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.

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

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.

§ 114.02 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 Keystone.

§ 114.03 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.

BOARD OF TRUSTEES

President

ATTEST:

Finance Officer

First Reading: _____

Second Reading: _____

Publication Date _____

Effective Date: _____

12A

Gail Boddicker

From: Zacher, Rich <Rich.Zacher@state.sd.us>
Sent: Thursday, May 27, 2021 4:29 PM
To: Gail Boddicker
Subject: FW: Emailing: 06D7 Hermosa Financial.docx
Attachments: 06D7 Hermosa Financial.docx

Gail

The DOT has decided to cancel the SD40 overlay work in 2022. The segment of SD40 from Hermosa to the Cheyenne River will have wider shoulders added and some of the curves regraded to improve safety. There is no need to gather quantities for the attached agreement.

My advice at this point would be to work with Terry Sewell and Bituminous paving on purchasing some materials from them later this summer. The SD36 project will generate a very small quantity of millings, but they will have an asphalt plant located at Leins quarry site east of the SD36/79 intersection.

Thanks

-----Original Message-----

From: Zacher, Rich
Sent: Tuesday, March 23, 2021 2:01 PM
To: Gail Boddicker <gail@hermosasd.com>
Subject: FW: Emailing: 06D7 Hermosa Financial.docx

Gail - Use this version for review. Thanks

-----Original Message-----

From: Patterson, Marilyn <Marilyn.Patterson@state.sd.us>
Sent: Tuesday, March 23, 2021 1:18 PM
To: Zacher, Rich <Rich.Zacher@state.sd.us>
Subject: Emailing: 06D7 Hermosa Financial.docx

Ok, I promise I will not look at it again, I found a really obvious error, so I promise I'm done looking at until I hear back from you.

Marilyn

SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”)
between
Town of Hermosa (“Owner”) and
Affordably Creative Engineering Services, Inc. (ACES) (“Engineer”).

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Town water and sanitary sewer extension along Hwy 79, Hermosa, SD (“Project”).

Engineer’s Services under this Agreement are generally identified as follows:

The project consists of the water and sewer extension to serve new service expansion annexation area. Water and sanitary sewer are currently located along Hwy 79 just to the north of the Lazy R Bar and Grill. Extensions from this location will be made to the north along Hwy 79 to service the future Preston development area. The existing 8” diameter water main is located within the SDDOT ROW by an assumed permanent right to occupy ROW. It is planned that a permit right to occupy ROW permit will be secured to extend this main in the same ROW location to the north.

Investigative Services:

- Traditional field survey of the path for the water and sewer main extension
 - Utilities marked by SD One-Call
 - Connecting surface water features, sewer manholes and inverts
 - Survey completed and delivered to ACES in AutoCAD file format to be used in design.
 - Survey shall be completed by a licensed surveyor, Shanon Vasknetz, RLS / Owner of Baseline Surveying Inc. from Sturgis, South Dakota

Design and Engineering Services:

- Water Distribution System Extension
 - Layout and design of main, no service connection planned

- This includes Construction Plans, Specifications and Quantities
 - Two submittals with Owner review and comment included
 - Water source: Town of Hermosa (water modeling not included)
 - 8” PVC anticipated for extension
- Sanitary Sewer Collection System Extension
 - Layout and design of main, no service connection planned
 - This includes Construction Plans, Specifications and Quantities
 - Two submittals with Owner review and comment included
 - Collection to be added to existing system: Town of Hermosa
 - Existing system has 10” PVC based on existing maps & records
- Provide Opinion of Probable Construction Costs
- Owner Meetings, as necessary
- Provide submittal package to the Town of Hermosa for review and approval
 - Attend meetings with Town of Hermosa Board and others as requested, as necessary
- This proposal does not include any funding programs and application services

Bidding Services:

- Advertise the Notice to Bidders twice in the Rapid City Journal or newspaper at Town’s direction and post at the Construction Industry Center
- Conduct a Pre-Bid Meeting
- Conduct a Bid Opening
- Provide a Bid Tabulation and Recommendation

Construction Administration:

- Construction Staking by Baseline Surveying
 - ACES shall provide necessary AutoCAD files and data to Baseline
- Construction Administration Services by ACES
 - Services could include a wide range of options and can be added by request and on demand, example service that may be necessary:
 - Conduct a Pre-Construction Meeting
 - Construction Agreement drafting between Owner and Contractor(s)

- Site Visits
 - Includes photos and Observation Reports
- Document changes during construction
- Review and make recommendations on contractor proposals
- Review and approve payment applications from contractor(s)
- Final review of project completion

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above. Owner shall pay Engineer for its services as set forth in Paragraphs 8.01 and 8.02.
- B. Engineer shall complete its services within a reasonable time, or within the following specific time period:

Notice to proceed/sign agreement at Board Meeting June 1, 2021

Following Notice to Proceed, a draft schedule shall be provided to the Town for review and approval of submittal dates and review meeting schedule to ensure the projects meets the goals and intent of the Town of Hermosa.

- C. If the Project includes construction-related professional services, then Engineer's time for completion of services is conditioned on the time for Owner and its contractors to complete construction not exceeding 12 months. If the actual time to complete construction exceeds the number of months indicated, then Engineer's period of service and its total compensation shall be appropriately adjusted.

2.01 *Payment Procedures*

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension. Payments will be credited first to interest and then to principal.

3.01 *Termination*

A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.

b. By Engineer:

1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Project are delayed for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of a termination by Engineer under Paragraph 3.01.A.1.b.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

- C. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply

with laws and regulations applicable to such contractor's furnishing and performing of its work.

- C. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.
- D. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.
- E. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.
- F. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless the parties agree otherwise.
- G. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.

- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is less.
- I. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

6.01 Dispute Resolution

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights under law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.08.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights under law.

7.01 Total Agreement

- K. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

8.01 *Basis of Payment—Not-to-Exceed*

- L. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:

A Not-to-Exceed amount for:

Investigative, Design & Engineering, Bidding, & Construction Administration:

\$ 44,000.00, plus any applicable taxes.

(Forty-Four Thousand Dollars and No Cents.)

- M. The portion of the compensation amount billed monthly for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period.

8.02 *Additional Services: For additional services of Engineer's employees engaged directly on the Project, Owner shall pay Engineer an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any. Engineer's standard hourly rates and reimbursable expenses are attached as Appendix 1.*

Attachments: Appendix 1, Engineer's Standard Hourly Rates.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER: Town of Hermosa

ENGINEER: Affordably Creative Engineering
Services, Inc.

By: _____

By: _____

Print: _____

Print: Leah M. Berg

Title: _____

Title: President

Date Signed: _____

Date Signed: _____

Address:

Address:

324 St. Joseph Street

Suite 200

Phone/Fax: _____

Phone/Fax: 605-716-4646 / 605-716-1144

Email: _____

Email: LBerg@proacesinc.com

This is Appendix 1, **Engineer's
Standard Hourly Rates**

Engineer's Standard Hourly Rates

A. *2021 Standard Hourly Rates:*

<u>ACES Staff</u>	<u>Hourly Rate</u>
Administrative Services	\$ 50.00
Engineer / EIT	\$ 90.00
Site Designer	\$ 95.00
Engineer / PE	\$ 110.00
Licensed Surveyor	\$ 125.00
Principal Engineer / PE	\$ 125.00

No additional charge for reimburseables.

120

Gail Boddicker

From: Avenet Support <support@avenet.net> on behalf of 'Govoffice Support' <support@govoffice.com>
Sent: Monday, May 24, 2021 2:22 PM
To: Gail Boddicker
Subject: Hermiosa Domain Renewal

Gail,
The domain name hermosasd.com is coming up for renewal on 8/14/21. Should we renew this domain name or let it expire? If a renewal will be completed, how many years should the domain name be renewed for? An invoice will be sent if a renewal is completed.

- 1 year - \$55
- 2 years - \$90
- 3 years - \$135
- 4 years - \$180
- 5 years - \$220

Please let us know if you have any questions.
Dawn Heskin
GovOffice Technical & Training Support
[GovOffice Help Site](#)
1-888-353-3221

