

**HERMOSA TOWN BOARD  
REGULAR MEETING & PUBLIC HEARING  
TUESDAY, FEBRUARY 16, 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 February 2, 2021, regular board meeting and February 10, 2021, executive/work sessions minutes
- 4) CLAIMS:
  - A. Review Payroll and Claims  
Whiting Hagg Hagg invoice
- 5) LAWENFORCEMENT/ ABATEMENTS/ COMPLAINTS:
  - A. Local updates
  - B. Decrease in speed limits, pending
    1. Whitney and Main
  - C. SD Public Assurance Alliance LE Policies
- 6) LEGAL:
  - A. TIFD Project Plan Amendment, pending
- 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: Hermosa GIS Asset Management  
Item 7F: Water Project
- 8) PUBLIC WORKS:
  - A. Streets, streetlight repairs, water & sewer department updates
- 9) FINANCE OFFICER:
  - A. Department updates  
Paint South Dakota
  - B. Monthly financials
- 10) PLANNING & ZONING:
  - A. Review of February 9, 2021, regular meeting minutes
  - B. 2021-04, 41 N. 4<sup>th</sup> St. Residential Bldg. Permit-Garage
  - C. 2021-02, 755 Marie St. Lot 22, Digging/Residential Building Permit-Updated staff report - Claycomb
  - D. 2021-05, Parcel #009322 Lots 8&9 - Informational Permit

11) OLD BUSINESS:

- A. Annexation: Paramount Point, Gumbo Lilly, Fairgrounds Place
- B. Town Shop rental  
February 16, 2021 Public Hearing
- C. CARES Act/Business Continuity; Laptop purchases  
Computer use policy (Remove from agenda)
- D. Southern Black Hills Water System, pending
- E. Resolution 2021-03

EXTRATERRITOTIAL AREA POLICY AGREEMENT  
BETWEEN CUSTER COUNTY AND THE TOWN OF HERMOSA, SOUTH DAKOTA

- F. Southern Hills RV Park and Campground
- G. Mowing ordinance variance, new school
- H. Preston Family Inc, pending
- I. Town Office Internet

12) NEW BUSINESS:

- A.
- B.

13) ITEMS TO REMOVE FROM AGENDA:

- A. Town Office Internet
- B. CARES Act computers, computer use policy

14) ITEMS FROM CITIZENS: No action will be taken (3-minute time limit per speaker)

15) TRUSTEE INPUT:

16) EXECUTIVE SESSION:

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

17) ADJOURN:

Motion by \_\_\_\_\_; second by \_\_\_\_\_ to adjourn the meeting at \_\_\_\_\_ pm.

**HERMOSA TOWN BOARD  
REGULAR MEETING  
TUESDAY, FEBRUARY 2, 2021 @ 6:00 PM**



ROLL CALL: Henrichsen called the meeting to order at 6:00pm with the following members present: Flug, Henrichsen, Holsworth, King and Schumack. Attorney Johnson, Daggett, Westergard, Boddicker also present. Ferguson and one interested citizen also attended. Pledge of Allegiance led by Henrichsen.

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

CONSENT CALENDAR: Motion by Flug, second by Schumack; to approve January 5, 2021, regular meeting minutes; vote; all aye, motion carried.

CLAIMS: Motion by Flug, second by Schumack; to approve claims with discussion; vote; all aye, motion carried. A & B Business Solutions, Monthly agreement, staples, \$586.65 ; Banyon Data Systems, Fund, Payroll, Utility Billing, PSN Module Support, \$2,580.00 ; Boddicker, Gail, Office supplies - binders, batteries, stamps for W2s, \$26.48; Bulman, Karen, TIF services, \$850.00; Cabela's, Gift card for computer support, \$100.00; Dakota Supply Group, Lagoon, \$840.25; Ferguson Construction, Monthly agreement, \$2,266.67; Golden West, Monthly agreement, \$561.50; Interstate Engineering, Misc project discussion and coordination, \$608.50; Johnson Law Office, January meetings, \$552.50; Midco, Tank cleaning, \$3,798.00; Morris, Mandy, January services, \$1,587.50; Mt. Rushmore Telephone Co., Monthly services, \$221.02; Northwest Pipe Fittings, Inc., Lagoon pipe, \$309.60; Office Depot, Office supplies, \$6.99; Pioneer Bank and Trust, VISA/Monthly charges, \$2,094.84; Pioneer Bank and Trust, Bank charge for 2 signature account, \$25.00; Sander Sanitation, Monthly charges, \$2,681.80; SD One Call, Message fees for October through December, \$63.84; Southern Black Hills Publishing, Monthly services, \$98.81; US Bank, TIF qtrly sewer loan payment, \$3,820.54; USPS, Roll of 1st Class Stamps, \$55.00; Westergard, Brad, Monthly services, \$300.00; Whiting, Hagg Hagg Dorsey & Hagg, Attorney services; TIF, \$3,515.00; Payroll related: Payroll, Board of Trustees, \$1,000.00; Finance Department, \$2,647.50; Law Enforcement, \$808.55; Janitorial, \$48.00; Meter Reading, \$154.00; EFTPS, 941 payroll tax deposit, \$1,020.06; Health Pool of South Dakota, Monthly premium, \$841.42; SD Retirement Fund, January Retirement Funds, \$637.38. TOTAL: \$34,707.40. Motion to pay \$2315 on attorney's invoice; to await TIF amendment and resolution; vote; Flug, aye; Henrichsen, nay; Holsworth, aye, King, aye, Schumack, aye, motion carried.

LAWENFORCEMENT/ABATEMENTS/COMPLAINTS: Daggett provided updates. Whitney Street speed limit has been decreased to 15 mph; Main Street reduction is pending. Law Enforcement planning to submit state grant application to request funds for upgraded radio and vest equipment. Flug requested to ensure the old equipment be disposed of according to state statute. As part of the liability coverage, the city has access to Legal Liability Risk Management Institute (LLRMI) Law Enforcement policies and procedures. Marshal Daggett will review the policies to possibly implement with the town policies. Daggett requested to provide the board with any revisions to the policies before going into effect.

LEGAL: Project Plan Amendment, pending.

ENGINEER: Water Rehab Project – issue pending due to action from DENR on the Buy American issue. N Second Street Box Replacement – contractor to begin construction Spring of 2021. Sewer Project – PER has been re-submitted with change of a recommendation from a water treatment facility to a lagoon expansion. Hermosa Existing Debt Versus Debt Limit – no action. Hermosa Sidewalk Project – 60% submittal to the SDDOT for review. Hermosa GIS Asset Management – Flug recommended to obtain cost estimates from both the town engineer and the Midwest Assistance Program for GIS services. Motion by Flug, second by Holsworth, to upgrade the Internet speed to 50 mb; vote; all aye, motion carried. Boddicker to call Midcontinent to inquire about providing internet services to Hermosa. Water Project. State Water Plan Application was submitted to DENR; full engineering facilities plan to be submitted March 1. Water Project Options. Town Water / Sewer Extension to Preston Ranch Subdivision, pending. Planning Survey for Well Access and Preston Extension – Interstate Engineering submitted a cost estimate to perform UAV (Drone) flight on approximately 1000 acres on the northwest side of Hermosa. Board concerned with the price of the quote.

Ferguson reported he had been contacted by the owner of the RV Park regarding his plan to add 20 additional RV sites in their park. Discussion of installing main water and sewer lines in conjunction with this project. Ferguson to request park owner to provide written document indicating the scope of his project and his request of what he is asking the town to accomplish for his 20 additional sites. Ferguson asked to provide a quote for installing water and sewer lines in the park. King will research the easement details. DENR & RD Water Project Opinion, DENR Funding Status, RD Funding Status: The well project funding process was discussed. Motion by King, second by Schumack, to delay submitting the water plan application until Fall 2021, sewer project will continue for May submittal; vote; all aye, motion carried.

PUBLIC WORKS: Ferguson reported leak and repair at citizen's home on Vilas Street. Ferguson reported the new Pond Doctor is non-functioning due to an electrical issue. Pursuing repair with company where Pond Doctor was purchased. Ferguson Lift Station stopped working; also seems to be an electrical issue. There is concern with the amount of grease and debris found in the lift station. It is detrimental to the mechanism and citizens need to refrain from dumping grease and other items in their drains. After resetting the breakers, the main water pump is working.

FINANCE OFFICER: Preliminary Engineering Report for well project, 1099s, W2s, final COVID relief request – all submitted. Board requested to be prepared to react to legislative activities. Motion by Schumack, second by Holsworth, approve Boddicker to attend SDML Finance Officer's school, all expenses paid, June 9-11, 2021, plus approval to submit scholarship application; vote; all aye, motion carried. Tanya Olson, Tallgrass Architecture, the landscape architect for the new school project, requested the board to consider a variance on the town's mowing ordinance. The grass they are planning to plant will exceed the 8" limit as specified in the ordinance. They are concerned the slopes on the north and west side of the school will be too steep to mow. Holsworth will look at the project, report at next meeting; issue tabled until February 16, 2021, meeting.

PLANNING & ZONING: Review of January 26, 2021, regular meeting minutes. Motion by Flug, second by Schumack to approve Permit #2017-24 - 120 2<sup>nd</sup> Street, changes to roof elevation project; vote; Flug, aye; Henrichsen, aye; Holsworth, abstain; King, aye; Schumack, aye; motion carried. Motion by Holsworth, second by Schumack, to approve Permit #2021-01, 815 Marie St. Lot 16, Digging/Residential Building Permit and Permit #2021-03, 750 Marie St. Lot 1, Digging/Residential Building Permit, per staff report, vote; all aye, motion carried.

OLD BUSINESS: Annexation: Paramount Point, Gumbo Lilly, Fairgrounds Place, pending. Town Shop rental – Public Hearing and negotiations scheduled for February 16, 2021. Laptop purchases: board members can access the new computers; will be required to complete computer user policy. Southern Black Hills Water System, pending. Motion by Flug, second by King, to remove Whitney Street ditch issue; vote; all aye, motion carried. Extra Territorial Agreement – to be discussed on February 10, 2021, Custer County Commissioners meeting. Preston Family Inc, pending.

NEW BUSINESS: Town Office Internet; discussed previously. Will upgrade to faster download service.

ITEMS FROM CITIZENS: None.

TRUSTEE INPUT: King reported new computers are working great; encouraged board members to utilize them for board meetings. Henrichsen mentioned District Meeting (virtual meeting) is scheduled for March 31, 2021.

EXECUTIVE SESSION: None

ADJOURN: Motion by Flug; second by King to adjourn the meeting at 8:50pm; vote; all aye, motion carried.

\_\_\_\_\_  
Vicki Henrichsen, Town Board President

ATTEST:

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

**HERMOSA TOWN BOARD  
SPECIAL AND WORK SESSION MEETING  
TUESDAY, FEBRUARY 10, 2021 @ 5:00 PM**



ROLL CALL: Henrichsen called the meeting to order at 5:00pm with the following members present: Flug, Henrichsen, Holsworth, King and Schumack. Attorney Johnson and Boddicker also present. Pledge of Allegiance led by Henrichsen.

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

EXECUTIVE SESSION: Motion by King, second by Schumack, to enter into Executive Session per SDCL 1-25-2.1; vote; all aye, motion carried. Motion by Flug, second by King, to exit the Executive Session; vote; all aye, motion carried. Motion by Flug, second by Schumack, to approve Holsworth to contact Don Peterson, Manager of Southern Black Hills Water, to request scheduling a meeting with the Hermosa Board of Trustees; vote; all aye, motion carried.

WORK SESSION: Board of Trustees met to discuss and confirm abatement procedures as according to town ordinance. The ordinance requires: Weeds, tall grass, malodorous, unhealthy, and dangerous violations require only one notice. Weeds and tall grass shall be removed within 7 calendar days of the postmarked or hand delivered date of the notice. Malodorous, unhealthy, or dangerous violations shall be remedied within three calendar days of the date of the notice. No action taken.

ADJOURN: Motion by King, second by Schumack, to adjourn the Work Session at 6:25 pm; vote; all aye, motion carried.



Claims for Approval 2/16/2021			
Black Hills Electric Cooperative	Monthly charges	*	\$ 3,317.85
Ferguson Construction	Inspections: 815 Marie, 170 N Wilder, Snow cleanup		\$ 860.00
Lingo (Formerly Birch Comm.	Long distance service		\$ 42.11
Payment Service Network	Monthly charges		\$ 77.45
Rural Development 1	Monthly charges		\$ 1,278.00
Rural Development 2	Monthly charges		\$ 417.00
Rural Development 3	Monthly charges		\$ 222.00
US Bank	DW SRF loan payment		\$ 1,493.23
Westergard, Brad	Monthly services		\$ 300.00
<b>Payroll related:</b>			
Payroll	Board of Trustees		\$ -
Payroll	Finance Department		\$ 2,560.00
Payroll	Law Enforcement		\$ 808.55
Payroll	Planning & Zoning		\$ -
Payroll	Public Works		\$ -
Gail Boddicker	Health insurance		\$ 200.00
Jim Daggett	Health insurance		\$ 200.00
EFTPS	941 payroll tax deposit	*	\$ 830.22
Health Pool of South Dakota	Monthly premium		\$ -
SD Retirement Fund			\$ -
<b>TOTAL</b>			<b>\$ 12,606.41</b>



**Item 11B: Water Rehab Project**

- Pay App 3- Final & final CCO – Pending action from DENR on Buy American Issue

**Item 11D: N Second Street Box Replacement:**

- Contractor to begin construction – Spring 2021

**Item 11E: Sewer Project**

- PER has been re-submitted to Bill Lass with change of a recommendation from an SBR to a lagoon expansion.
- **Application will be submitted to be on the State Water Plan by May 1.**

**Item 11E: Hermosa Sidewalk Project**

- 60% Submittal to the SDDOT submitted February 10, 2021

**Item 11E: Hermosa GIS Asset Management**

- The Town requested a proposal for services. Attached is Interstates proposal and fee.
- **At the request of the Town, Interstate can put together a presentation to discuss proposal. Please respond.**

**Item 11B: Water Project**

- Project has been submitted to SDDENR to be on the State Water Plan
- Funding application has been delayed until Fall 2021 and further discussions to take place.
- **Interstate will pause work until further direction from Town.**

**Ronald A. Bengs, PE**  
**Senior Project Engineer/Office Manager**  
**Interstate Engineering**  
120 Industrial Drive, Suite 2  
PO Box 226  
Spearfish, SD 57783  
Phone: 605.642.4772  
Cell: 605.391.2086  
Fax: 605.642.4773  
[Ron.Bengs@interstateeng.com](mailto:Ron.Bengs@interstateeng.com)

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**TOWN OF HERMOSA**  
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**RECON**

**10100 CASH/10700 CASHRSRV/10800 DPSTRSRV**  
**January 2021**

**Account Summary**

Beginning Balance on 1/1/2021	\$955,090.39
+ Receipts/Deposits	\$83,866.22
- Payments (Checks and Withdrawals)	\$59,850.75
Ending Balance as of 1/31/2021	\$979,105.86

Cleared Statement	\$979,105.86
Difference	\$0.00

**Check Book Balance**

Active 101-10100 GENERAL FUND	\$185,612.81
Active 101-10700 GENERAL FUND	\$0.00
Active 211-10100 BBB Gross Receipts Tax Fund	\$28,968.85
Active 272-10100 FEMA FUND/CONSTRUCTION ACCT	\$0.00
Active 301-10100 DEBT SERVICE FUND	\$285,413.41
Active 602-10100 WATER FUND	\$238,424.94
Active 602-10700 WATER FUND	\$2,378.26
Active 602-10800 WATER FUND	\$10,585.50
Active 604-10100 SEWER FUND	\$224,512.68
Active 604-10700 SEWER FUND	\$313.83
Cash Balance	\$976,210.28

Beginng Balance	\$955,090.39
+ Total Deposits	\$85,084.80
- Checks Written	\$63,964.91
Check Book Balance	\$976,210.28
Difference	\$0.00

TOWN OF HERMOSA

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Pioneer Bank & Trust  
10100 CASH

Check Nbr	Vendor Name	Check Date	Outstanding	Cleared
Deposit	010721REC	1/7/2021		(\$4,691.14)
Deposit	010721REC-2	1/7/2021		(\$2,000.00)
Deposit	01-20-2021REC	1/20/2021		(\$6,625.17)
Deposit	01/07/2021UB	1/7/2021		(\$17.77)
Deposit	01/07/2021UB	1/7/2021		(\$970.15)
Deposit	01-04-2021PSN	1/4/2021		(\$577.41)
Deposit	01-04-2021UB	1/4/2021		(\$0.35)
Deposit	01-04-2021UB	1/4/2021		(\$1,145.01)
Deposit	01-05-2021PSN	1/5/2021		(\$56.00)
Deposit	01-05-2021UB	1/5/2021		(\$752.85)
Deposit	01-05-2021UB	1/5/2021		(\$6.50)
Deposit	01-06-2021PSN	1/6/2021		(\$231.43)
Deposit	01-07-2021UB	2/11/2021		
Deposit	01-07-2021UB	2/11/2021		
Deposit	01-11-2021PSN	1/11/2021		(\$1,665.59)
Deposit	01-11-2021PSN	1/11/2021		(\$242.50)
Deposit	01-11-2021UB	1/11/2021		(\$1,065.77)
Deposit	01-11-2021UB	1/11/2021		(\$2.83)
Deposit	01-12-2021PSN	1/12/2021		(\$227.50)
Deposit	01-13-2021PSN	1/13/2021		(\$65.50)
Deposit	01-13-2021UB	1/13/2021		(\$611.30)
Deposit	01-13-2021UB	1/13/2021		(\$361.88)
Deposit	01-15-2021PSN	1/15/2021		(\$2,292.36)
Deposit	01-18-2021PSN	1/18/2021		(\$594.08)
Deposit	01-18-2021PSN	1/18/2021		(\$100.90)
Deposit	01-18-2021UB	1/18/2021		(\$1,307.22)
Deposit	12-21-2020PSN	12/21/2020	(\$871.73)	
Deposit	01-18-2021UB	1/18/2021		(\$21.95)
Deposit	12-21-2020PSN	12/21/2020	(\$171.74)	
Deposit	01-19-2021PSN	1/19/2021		(\$219.66)
Deposit	01-19-2021UB	1/19/2021		(\$103.24)
Deposit	01-19-2021UB	1/19/2021		(\$1,125.26)
Deposit	01-20-2021PSN	1/20/2021		(\$140.32)
Deposit	01-20-2021PSN1	1/20/2021		(\$184.55)
Deposit	01-20-2021UB	1/20/2021		(\$277.71)
Deposit	01-22-2021PSN	2/10/2021		
Deposit	01-22-2021UB	1/22/2021		(\$68.00)
Deposit	01-22-2021UB	1/22/2021		(\$438.50)
Deposit	01-25-2021UB	2/11/2021		
Deposit	20210126UB0	1/26/2021		\$657.20
Deposit	20210126UB0	1/26/2021		(\$707.20)
Deposit	20210126UB0	1/26/2021		\$50.00
Deposit	012721REC	1/28/2021		(\$363.25)
Deposit	01-27-2021PSN	1/28/2021	(\$175.11)	
Deposit	01-28-2021UB	1/28/2021		(\$3.50)
Deposit	01-28-2021UB	1/28/2021		(\$1,531.60)
Deposit	12-31-2020PSN	12/31/2020		(\$774.52)
Deposit	12-31-2020PSN	12/31/2020		(\$33.50)

TOWN OF HERMOSA

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Pioneer Bank & Trust  
10100 CASH

Check Nbr	Vendor Name	Check Date	Outstanding	Cleared
Deposit	Januuary CARES	2/6/2021		(\$16,251.53)
Deposit	Air Purifier CARES	2/6/2021		(\$670.00)
Deposit	Tax Dist	2/6/2021		(\$3,393.90)
Deposit	Hwy Bridge Fund	2/6/2021		(\$418.70)
Deposit	1-1-21 - 1-21-21	1/29/2021		(\$22,102.01)
Deposit	Custer Co Jan 21	1/21/2021		(\$8,856.38)
Deposit	01-29-2021UB	1/29/2021		(\$995.65)
Deposit	January 2021 INT PD	1/31/2021		(\$24.46)
Deposit	01-22-2021PSNRep	2/10/2021		(\$134.25)
Deposit	01-25-2021UB Rep	2/10/2021		(\$90.00)
Deposit	VISA ADJUST 01 2021	1/29/2021		(\$32.57)
000779E	UTILITY BILLING - OUR TOWN	12/31/2020		\$182.50
000780E	A & B Business Equipment, Inc.	1/7/2021		\$505.00
000781E	Mt Rushmore Telephone	1/8/2021		\$221.02
000782E	PAYMENT SERVICE NETWORK	1/8/2021		\$75.95
000783E	Pioneer Bank & Trust	1/8/2021		\$1,398.06
000784E	Pioneer Bank & Trust	1/8/2021		\$25.00
000785E	Sanders Sanitation	1/8/2021		\$2,681.80
000786E	EFTPS	1/13/2021		\$805.31
000788E	BH Electric Coop	1/20/2021		\$3,540.07
000789E	LINGO	1/20/2021		\$39.89
000790E	Rural Development	1/20/2021		\$1,278.00
000791E	Rural Development	1/20/2021		\$417.00
000792E	Rural Development	1/20/2021		\$222.00
000793E	SD Dept of Revenue	1/20/2021		\$450.38
000794E	Verizon Connect NWF, Inc.	1/20/2021	\$32.38	
000795E	EFTPS	1/26/2021		\$1,020.06
000808E	US Bank	1/15/2021		\$3,820.54 *NM
014082	King, Robert	4/1/2017	\$69.26	
014739	LEISING, COURTNEY	7/31/2018	\$28.00	
014897	TAYLOR, KIM	12/4/2018	\$14.00	
014979	REICHARDT-GUNHAMMER, DUSTIN	2/4/2019	\$16.38	
015064	Henrichsen, Vicki L	5/1/2019	\$69.26	
015186	VERIZON CONNECT NWF, INC	7/18/2019	\$37.90	
015252	PENA, RAY	9/3/2019	\$32.75	
015354	Henrichsen, Vicki L	11/29/2019	\$46.18	
015360	ALFSON, RICK	12/3/2019	\$50.00	
015544	BIRCH COMMUNICATIONS	4/7/2020	\$23.09	
015582	Henrichsen, Vicki L	4/30/2020	\$115.44	
015702	BIRCH COMMUNICATIONS	7/17/2020	\$25.32	
015777	SCHREURS, ASHLEY	9/2/2020	\$105.63	
015832	Mt Rushmore Telephone	10/8/2020	\$219.55	
015917	Ferguson, Chuck	12/31/2020		\$2,266.67
015918	ADCOCK, HUBERT & ALETHA	12/16/2020		\$58.50
015921	COREY MESSER	12/16/2020	\$58.50	
015923	GEO-AIRE, INC.	12/16/2020		\$4,747.47
015926	Jim's Private utility Locating	12/16/2020		\$187.50
015928	Karp, Mike	12/16/2020	\$16.50	

TOWN OF HERMOSA

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Pioneer Bank & Trust  
10100 CASH

Check Nbr	Vendor Name	Check Date	Outstanding	Cleared
015930	NOVAK, JOLYNN	12/16/2020		\$4.91
015933	Rapid Rooter	12/16/2020		\$1,817.60
015935	SMITH, JERRY	12/16/2020	\$108.91	
015938	Belt, Vonda	12/31/2020		\$44.32
015939	Flug, Bernhard	12/31/2020		\$138.52
015940	Henrichsen, Vicki L	12/31/2020		\$138.52
015941	Holsworth, Danny J.	12/31/2020		\$69.26
015942	King, Robert	12/31/2020		\$138.52
015943	Kramer, Linda M.	12/31/2020		\$64.06
015944	Schumack, Terri V	12/31/2020		\$138.52
015945	Boddicker, Gail L.	12/31/2020		\$1,489.57
015946	Daggett, Jimmy L.	12/31/2020		\$680.43
015947	Swier-Dybvig, Jill	12/31/2020		\$1,241.80
015948	Clarke, Delmar	12/31/2020		\$166.23
015949	Harris, Joan E.	12/31/2020		\$221.64
015950	Henrichsen, Vicki L	12/31/2020		\$27.70
015951	Kespert, Paul	12/31/2020		\$166.23
015952	Schumack, Terri V	12/31/2020		\$138.52
015953	Waltman, Lon	12/31/2020		\$166.23
015954	WESTERGARD, BRADLEY	12/31/2020		\$300.00
015955	Ferguson, Chuck	1/7/2021		\$4,087.50
015956	DENR	1/8/2021		\$50.00
015957	FASTENAL	1/8/2021		\$27.50
015958	Health Pool of South Dakota	1/8/2021		\$841.42
015959	Impressions Rubber Stamp, Inc.	1/8/2021	\$45.74	
015960	INTERSTATE ENGINEERING, INC	1/8/2021		\$11,879.96
015961	JOHNSON LAW OFFICE	1/8/2021		\$255.00
015962	METERING&TECHNOLOGY SOLUTION	1/8/2021		\$927.04
015963	Mid Continent Testing Lab	1/8/2021		\$1,929.70
015964	MORRIS, MANDY	1/8/2021		\$1,272.00
015965	Rapid Rooter	1/8/2021		\$569.78
015966	SD Retirement System	1/8/2021		\$720.00
015967	SD SECRETARY OF STATE	1/8/2021	\$30.00	
015968	Southern Hills Publishing Inc.	1/8/2021		\$248.83
015969	United States Postal Service	1/8/2021		\$265.00
015970	Boddicker, Gail L.	1/15/2021		\$1,243.93
015971	Daggett, Jimmy L.	1/15/2021		\$856.38
015972	Swier-Dybvig, Jill	1/15/2021		\$882.79
015973	Bradley Westergard	1/15/2021		\$300.00
015974	Ferguson, Chuck	1/20/2021		\$1,220.00
015975	Golden West Technologies	1/20/2021		\$561.50
015976	Hawkins, Inc.	1/20/2021		\$473.53
015977	Arlo Holsworth	1/20/2021		
015978	HOLSWORTH, MINDY	1/20/2021	\$50.00	
015979	Northwest Pipe Fittings Inc	1/20/2021		\$23.62
015980	Office Depot	1/20/2021		\$119.97
015981	SAKNIKENT, JOSEF & KATE	1/20/2021	\$25.00	
015982	Summit Signs & Supply, Inc.	1/20/2021	\$135.00	

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\*Check Reconciliation©

Pioneer Bank & Trust

10100 CASH

Check Nbr	Vendor Name	Check Date	Outstanding	Cleared
015983	TORRES, DAN & SALINDA	1/20/2021	\$25.00	
015984	WALTMAN, MONTE	1/20/2021	\$58.00	
015985	Belt, Vonda	1/29/2021	\$44.32	
015986	Flug, Bernhard	1/29/2021	\$184.70	
015987	Henrichsen, Vicki L	1/29/2021	\$184.70	
015988	Holsworth, Danny J.	1/29/2021	\$184.70	
015989	King, Robert	1/29/2021	\$184.70	
015990	Kramer, Linda M.	1/29/2021	\$77.22	
015991	Schumack, Terri V	1/29/2021	\$184.70	
015992	Boddicker, Gail L.	1/29/2021	\$1,201.49	
015993	Daggett, Jimmy L.	1/29/2021	\$681.68	
015994	Swier-Dybvig, Jill	1/29/2021	\$902.03	
015995	WESTERGARD, BRADLEY	1/29/2021	\$300.00	
015996	Ferguson, Chuck	1/29/2021	\$2,266.67	
015997	Arlo Holsworth	1/29/2021	\$100.00	

Receipts/Deposits (\$1,218.58) (\$83,866.22)

**Total Deposits (\$85,084.80)**

Payments/Withdrawals \$7,934.70 \$59,850.75

**Outstanding + Cleared Checks = Total Checks Written \$63,964.91**

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



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

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Current Period: February 2021

		2021	2021	February	2021	% of
		YTD Budget	YTD Amt	MTD Amt	YTD Balance	Budget
<b>GENERAL FUND</b>						
	Revenues	\$388,520.00	\$58,952.24	\$1,042.80	\$329,567.76	15.17%
	Expenditures	\$388,520.00	\$32,627.24	\$10,366.59	\$355,892.76	8.40%
	Gain/(Loss)	\$0.00	\$26,325.00	(\$9,323.79)	(\$26,325.00)	0.00%
<b>Revenue</b>						
Active	R 101-31110 PROPERTY TAXES C	\$56,345.00	\$459.27	\$0.00	\$55,885.73	0.82%
Active	R 101-31160 PROPERTY TAXES P	\$1,275.00	\$247.35	\$0.00	\$1,027.65	19.40%
Active	R 101-31170 PROPERTY TAXES M	\$550.00	\$83.64	\$0.00	\$466.36	15.21%
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	\$24,389.70	\$0.00	\$137,610.30	15.06%
Active	R 101-31900 PENALTY/INTEREST/	\$0.00	\$68.37	\$0.00	(\$68.37)	0.00%
Active	R 101-32000 LICENSES & MISC P	\$3,000.00	\$1,755.00	\$0.00	\$1,245.00	58.50%
Active	R 101-32100 BUILDING PERMIT R	\$10,000.00	\$3,363.00	\$0.00	\$6,637.00	33.63%
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	\$0.00	\$0.00	\$300.00	0.00%
Active	R 101-33220 ANIMAL LICENSE RE	\$600.00	\$119.00	\$0.00	\$481.00	19.83%
Active	R 101-33400 STATE GRANTS	\$1,100.00	\$16,921.53	\$0.00	(\$15,821.53)	1538.32%
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	\$0.00	\$0.00	\$180.00	0.00%
Active	R 101-33530 LIQUOR TAX REVER	\$2,200.00	\$0.00	\$0.00	\$2,200.00	0.00%
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 101-33820 CTY MV LICENSE RE	\$8,000.00	\$596.12	\$0.00	\$7,403.88	7.45%
Active	R 101-33830 COUNTY WHEEL TA	\$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	\$83.68	(\$132.06)	\$466.32	15.21%
Active	R 101-36100 INTEREST EARNED	\$450.00	\$24.46	\$0.00	\$425.54	5.44%
Active	R 101-36220 250 Main St RENTAL	\$4,500.00	\$0.00	\$0.00	\$4,500.00	0.00%
Active	R 101-38080 OPERATING AGREE	\$20,000.00	\$2,641.62	\$0.00	\$17,358.38	13.21%
Active	R 101-38810 GRBG SERVICE REV	\$42,000.00	\$4,595.60	\$1,174.86	\$37,404.40	10.94%
Active	R 101-39110 OPERATING TRANSF	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 101-39111 PRVS YR RETAINED	\$72,170.00	\$0.00	\$0.00	\$72,170.00	0.00%
Active	R 101-39130 SALE OF MUNICIPAL	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 101-39140 LOSS/DAMAGE CAPI	\$0.00	\$3,185.20	\$0.00	(\$3,185.20)	0.00%
Active	R 101-39200 RESIDUAL TRANSFE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
	<b>Total Revenue</b>	<b>\$388,520.00</b>	<b>\$58,952.24</b>	<b>\$1,042.80</b>	<b>\$329,567.76</b>	<b>15.17%</b>
<b>Expenditure</b>						
Active	E 101-41110-41100 WAGE EXPEN	\$11,625.00	\$1,000.00	\$0.00	\$10,625.00	8.60%
Active	E 101-41110-41200 PAYROLL TAX	\$900.00	\$76.50	\$0.00	\$823.50	8.50%
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	\$3,719.50	\$2,447.50	(\$144.50)	104.04%
Active	E 101-41110-42300 PUBLISHING E	\$2,430.00	\$347.64	\$98.81	\$2,082.36	14.31%
Active	E 101-41110-42500 REPAIRS AND	\$1,600.00	\$0.00	\$0.00	\$1,600.00	0.00%
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	\$0.00	\$0.00	\$3,000.00	0.00%
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	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-41150-42900 OTHER EXPEN	\$0.00	\$100.00	\$0.00	(\$100.00)	0.00%

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

		2021	2021	February	2021	% of
		YTD Budget	YTD Amt	MTD Amt	YTD Balance	Budget
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	\$0.00	\$0.00	\$100.00	0.00%
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	\$2,910.50	\$0.00	\$36,473.50	7.39%
Active	E 101-41400-41200 PAYROLL TAX	\$3,013.00	\$237.95	\$0.00	\$2,775.05	7.90%
Active	E 101-41400-41300 RETIREMENT	\$2,363.00	\$186.63	\$0.00	\$2,176.37	7.90%
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	\$2,201.00	\$0.00	\$26,919.00	7.56%
Active	E 101-41400-41800 ADMIN PAYRO	\$2,228.00	\$168.39	\$0.00	\$2,059.61	7.56%
Active	E 101-41400-41900 ADMIN SDRS	\$1,747.00	\$132.06	\$0.00	\$1,614.94	7.56%
Active	E 101-41400-42000 ADMIN HEALT	\$9,600.00	\$1,004.38	\$0.00	\$8,595.62	10.46%
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	\$1,223.00	\$661.50	\$8,277.00	12.87%
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	\$670.00	(\$170.00)	134.00%
Active	E 101-41400-42600 SUPPLIES AN	\$3,000.00	\$418.13	\$197.42	\$2,581.87	13.94%
Active	E 101-41400-42700 TRAVEL AND	\$1,500.00	\$0.00	\$0.00	\$1,500.00	0.00%
Active	E 101-41400-42800 UTILITIES EXP	\$5,675.00	\$458.54	\$0.00	\$5,216.46	8.08%
Active	E 101-41400-42810 PHONE & FAX	\$3,410.00	\$481.93	\$221.02	\$2,928.07	14.13%
Active	E 101-41400-42900 OTHER EXPEN	\$1,900.00	\$125.95	\$25.00	\$1,774.05	6.63%
Active	E 101-41400-43400 EQUIPMENT E	\$6,300.00	\$1,091.65	\$586.65	\$5,208.35	17.33%
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	\$807.50	\$552.50	\$9,192.50	8.08%
Active	E 101-41960-42200 PROFESSION	\$30,000.00	\$932.00	\$608.50	\$29,068.00	3.11%
Active	E 101-42100-41100 WAGE EXPEN	\$19,625.00	\$1,617.10	\$0.00	\$18,007.90	8.24%
Active	E 101-42100-41200 PAYROLL TAX	\$1,442.00	\$139.00	\$0.00	\$1,303.00	9.64%
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	\$200.00	\$0.00	\$2,200.00	8.33%
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	\$900.00	\$300.00	(\$400.00)	180.00%
Active	E 101-42100-42500 REPAIRS AND	\$1,500.00	\$0.00	\$0.00	\$1,500.00	0.00%
Active	E 101-42100-42600 SUPPLIES AN	\$500.00	\$288.49	\$116.03	\$211.51	57.70%
Active	E 101-42100-42610 FUEL EXPENS	\$6,500.00	\$1,334.73	\$756.57	\$5,165.27	20.53%
Active	E 101-42100-42620 UNIFORM EXP	\$500.00	\$123.79	\$123.79	\$376.21	24.76%
Active	E 101-42100-42700 TRAVEL AND	\$500.00	\$0.00	\$0.00	\$500.00	0.00%
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	\$169.06	\$0.00	(\$19.06)	112.71%
Active	E 101-42100-43400 EQUIPMENT E	\$500.00	\$32.38	\$0.00	\$467.62	6.48%
Active	E 101-42100-43420 AUTO EXPENS	\$1,000.00	\$795.31	\$319.50	\$204.69	79.53%
Active	E 101-42300-42200 PROFESSION	\$3,000.00	\$1,220.00	\$0.00	\$1,780.00	40.67%
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	\$136.01	\$0.00	\$1,496.99	8.33%
Active	E 101-43100-42500 REPAIRS AND	\$16,000.00	\$140.00	\$0.00	\$15,860.00	0.88%
Active	E 101-43100-42510 SNOW REMOV	\$6,000.00	\$320.00	\$0.00	\$5,680.00	5.33%
Active	E 101-43100-42520 DRAINAGE EX	\$2,000.00	\$0.00	\$0.00	\$2,000.00	0.00%

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		2021	2021	February	2021	% of
		YTD Budget	YTD Amt	MTD Amt	YTD Balance	Budget
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	\$1,261.52	\$0.00	\$13,788.48	8.38%
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	\$0.00	\$0.00	\$32,900.00	0.00%
Active	E 101-43230-42900 OTHER EXPEN	\$0.00	\$5,363.60	\$2,681.80	(\$5,363.60)	0.00%
Active	E 101-46520-41100 WAGE EXPEN	\$3,840.00	\$0.00	\$0.00	\$3,840.00	0.00%
Active	E 101-46520-41200 PAYROLL TAX	\$300.00	\$0.00	\$0.00	\$300.00	0.00%
Active	E 101-46520-42600 SUPPLIES AN	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-46520-42700 TRAVEL AND	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-46520-42900 OTHER EXPEN	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-48500-42900 OTHER EXPEN	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-48500-43100 LAND	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-48500-43200 BUILDINGS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-48500-43300 CAPITAL IMPR	\$55,840.00	\$0.00	\$0.00	\$55,840.00	0.00%
Active	E 101-48500-43400 EQUIPMENT E	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-51100-51100 OPERATING X	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-61100-51100 OPERATING X	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
<b>Total Expenditure</b>		<b>(\$388,520.00)</b>	<b>(\$32,627.24)</b>	<b>(\$10,366.59)</b>	<b>(\$355,892.76)</b>	<b>8.40%</b>
<b>Total GENERAL FUND</b>		<b>\$0.00</b>	<b>\$26,325.00</b>	<b>(\$9,323.79)</b>	<b>(\$26,325.00)</b>	<b>0.00%</b>
<b>BBB Gross Receipts Tax Fund</b>						
<b>Revenues</b>		<b>\$9,000.00</b>	<b>\$1,106.21</b>	<b>\$0.00</b>	<b>\$7,893.79</b>	<b>12.29%</b>
<b>Expenditures</b>		<b>\$9,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$9,000.00</b>	<b>0.00%</b>
<b>Gain/(Loss)</b>		<b>\$0.00</b>	<b>\$1,106.21</b>	<b>\$0.00</b>	<b>(\$1,106.21)</b>	<b>0.00%</b>
<b>Revenue</b>						
Active	R 211-31300 SALES AND USE TAX	\$9,000.00	\$1,106.21	\$0.00	\$7,893.79	12.29%
<b>Total Revenue</b>		<b>\$9,000.00</b>	<b>\$1,106.21</b>	<b>\$0.00</b>	<b>\$7,893.79</b>	<b>12.29%</b>
<b>Expenditure</b>						
Active	E 211-46310-42900 OTHER EXPEN	\$9,000.00	\$0.00	\$0.00	\$9,000.00	0.00%
<b>Total Expenditure</b>		<b>(\$9,000.00)</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>(\$9,000.00)</b>	<b>0.00%</b>
<b>Total BBB Gross Receipts Tax Fund</b>		<b>\$0.00</b>	<b>\$1,106.21</b>	<b>\$0.00</b>	<b>(\$1,106.21)</b>	<b>0.00%</b>
<b>FEMA FUND/CONSTRUCTION ACCT</b>						
<b>Revenues</b>		<b>\$1,500.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,500.00</b>	<b>0.00%</b>
<b>Expenditures</b>		<b>\$1,500.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,500.00</b>	<b>0.00%</b>
<b>Gain/(Loss)</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>0.00%</b>
<b>Revenue</b>						
Active	R 272-33100 FEDERAL GRANTS	\$1,500.00	\$0.00	\$0.00	\$1,500.00	0.00%
Active	R 272-36700 DONATION INCOME	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 272-39110 OPERATING TRANSF	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
<b>Total Revenue</b>		<b>\$1,500.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,500.00</b>	<b>0.00%</b>
<b>Expenditure</b>						
Active	E 272-46310-42900 OTHER EXPEN	\$1,500.00	\$0.00	\$0.00	\$1,500.00	0.00%
<b>Total Expenditure</b>		<b>(\$1,500.00)</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>(\$1,500.00)</b>	<b>0.00%</b>
<b>Total FEMA FUND/CONSTRUCTION ACCT</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>0.00%</b>
<b>DEBT SERVICE FUND</b>						
<b>Revenues</b>		<b>\$121,500.00</b>	<b>\$7,401.63</b>	<b>\$0.00</b>	<b>\$114,098.37</b>	<b>6.09%</b>
<b>Expenditures</b>		<b>\$121,500.00</b>	<b>\$6,985.54</b>	<b>\$6,985.54</b>	<b>\$114,514.46</b>	<b>5.75%</b>
<b>Gain/(Loss)</b>		<b>\$0.00</b>	<b>\$416.09</b>	<b>(\$6,985.54)</b>	<b>(\$416.09)</b>	<b>0.00%</b>

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Current Period: February 2021

		2021	2021	February	2021	% of
		YTD Budget	YTD Amt	MTD Amt	YTD Balance	Budget
<b>Revenue</b>						
Active	R 301-31110 PROPERTY TAXES C	\$38,000.00	\$6,484.08	\$0.00	\$31,515.92	17.06%
Active	R 301-31160 PROPERTY TAXES P	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 301-31170 PROPERTY TAXES M	\$3,500.00	\$752.39	\$0.00	\$2,747.61	21.50%
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	\$165.16	\$0.00	(\$165.16)	0.00%
Active	R 301-33440 DENR STATE GRANT	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 301-39111 PRVS YR RETAINED	\$80,000.00	\$0.00	\$0.00	\$80,000.00	0.00%
Active	R 301-39121 LONGTERM DEBT IS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 301-39123 STATE REVOLVING F	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
<b>Total Revenue</b>		<u>\$121,500.00</u>	<u>\$7,401.63</u>	<u>\$0.00</u>	<u>\$114,098.37</u>	<u>6.09%</u>
<b>Expenditure</b>						
Active	E 301-41110-42200 PROFESSION	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 301-41410-42200 PROFESSION	\$21,702.00	\$3,165.00	\$3,165.00	\$18,537.00	14.58%
Active	E 301-43200-43300 CAPITAL IMPR	\$75,000.00	\$0.00	\$0.00	\$75,000.00	0.00%
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	\$0.00	\$0.00	\$4,680.50	0.00%
Active	E 301-47120-44200 INTEREST	\$2,580.98	\$0.00	\$0.00	\$2,580.98	0.00%
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	\$1,771.17	\$1,771.17	\$5,171.90	25.51%
Active	E 301-47210-44200 INTEREST	\$8,339.09	\$2,049.37	\$2,049.37	\$6,289.72	24.58%
Active	E 301-47210-51000 RESERVES	\$1,528.22	\$0.00	\$0.00	\$1,528.22	0.00%
<b>Total Expenditure</b>		<u>(\$121,500.00)</u>	<u>(\$6,985.54)</u>	<u>(\$6,985.54)</u>	<u>(\$114,514.46)</u>	<u>5.75%</u>
<b>Total DEBT SERVICE FUND</b>		<u>\$0.00</u>	<u>\$416.09</u>	<u>(\$6,985.54)</u>	<u>(\$416.09)</u>	<u>0.00%</u>
<b>WATER FUND</b>						
<b>Revenues</b>		\$188,397.00	\$11,199.95	\$2,729.36	\$177,197.05	5.94%
<b>Expenditures</b>		\$188,397.00	\$16,194.46	\$4,689.92	\$172,202.54	8.60%
<b>Gain/(Loss)</b>		<u>\$0.00</u>	<u>(\$4,994.51)</u>	<u>(\$1,960.56)</u>	<u>\$4,994.51</u>	<u>0.00%</u>
<b>Revenue</b>						
Active	R 602-32110 WATER TAP PERMIT	\$500.00	\$0.00	\$0.00	\$500.00	0.00%
Active	R 602-33440 DENR STATE GRANT	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 602-36210 PENALTY REVENUE	\$1,500.00	\$676.87	\$183.14	\$823.13	45.12%
Active	R 602-38110 WATER OPERATING	\$98,500.00	\$8,922.30	\$2,155.06	\$89,577.70	9.06%
Active	R 602-38120 WTR DOT 2 SURCHR	\$4,300.00	\$484.37	\$120.00	\$3,815.63	11.26%
Active	R 602-38130 DRINK WATER SRF	\$10,000.00	\$1,116.41	\$271.16	\$8,883.59	11.16%
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%
<b>Total Revenue</b>		<u>\$188,397.00</u>	<u>\$11,199.95</u>	<u>\$2,729.36</u>	<u>\$177,197.05</u>	<u>5.94%</u>
<b>Expenditure</b>						
Active	E 602-41150-51000 RESERVES	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 602-43300-41100 WAGE EXPEN	\$2,352.00	\$202.00	\$0.00	\$2,150.00	8.59%
Active	E 602-43300-41200 PAYROLL TAX	\$180.00	\$15.46	\$0.00	\$164.54	8.59%
Active	E 602-43300-42100 OTHER INSUR	\$1,950.00	\$0.00	\$0.00	\$1,950.00	0.00%

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

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Current Period: February 2021

		2021	2021	February	2021	% of
		YTD Budget	YTD Amt	MTD Amt	YTD Balance	Budget
Active	E 602-43300-42150 CONTRACT EX	\$14,944.00	\$1,065.33	\$0.00	\$13,878.67	7.13%
Active	E 602-43300-42200 PROFESSION	\$7,075.00	\$860.00	\$860.00	\$6,215.00	12.16%
Active	E 602-43300-42500 REPAIRS AND	\$10,000.00	\$7,508.54	\$3,829.92	\$2,491.46	75.09%
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	\$105.00	\$0.00	\$2,395.00	4.20%
Active	E 602-43300-42630 CHEMICALS &	\$6,100.00	\$2,403.23	\$0.00	\$3,696.77	39.40%
Active	E 602-43300-42800 UTILITIES EXP	\$16,995.00	\$1,510.36	\$0.00	\$15,484.64	8.89%
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	\$927.04	\$0.00	\$66,847.96	1.37%
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	\$493.11	\$0.00	\$5,718.32	7.94%
Active	E 602-47130-44200 INTEREST	\$9,124.57	\$784.89	\$0.00	\$8,339.68	8.60%
Active	E 602-47130-51000 RESERVES	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 602-47140-44100 PRINCIPAL	\$737.17	\$96.72	\$0.00	\$640.45	13.12%
Active	E 602-47140-44200 INTEREST	\$1,734.82	\$222.78	\$0.00	\$1,512.04	12.84%
Active	E 602-47140-51000 RESERVES	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 602-47150-44100 PRINCIPAL	\$467.10	\$0.00	\$0.00	\$467.10	0.00%
Active	E 602-47150-44200 INTEREST	\$864.90	\$0.00	\$0.00	\$864.90	0.00%
Active	E 602-47150-51000 RESERVES	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 602-47160-44100 PRINCIPAL	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 602-47160-44200 INTEREST	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 602-47160-51000 RESERVES	\$1,917.00	\$0.00	\$0.00	\$1,917.00	0.00%
Active	E 602-51100-51000 RESERVES	\$9,870.00	\$0.00	\$0.00	\$9,870.00	0.00%
<b>Total Expenditure</b>		<b>(\$188,397.00)</b>	<b>(\$16,194.46)</b>	<b>(\$4,689.92)</b>	<b>(\$172,202.54)</b>	<b>8.60%</b>
<b>Total WATER FUND</b>		<b>\$0.00</b>	<b>(\$4,994.51)</b>	<b>(\$1,960.56)</b>	<b>\$4,994.51</b>	<b>0.00%</b>
<b>SEWER FUND</b>						
<b>Revenues</b>		<b>\$112,656.00</b>	<b>\$7,336.13</b>	<b>\$1,866.70</b>	<b>\$105,319.87</b>	<b>6.51%</b>
<b>Expenditures</b>		<b>\$112,656.00</b>	<b>\$16,017.49</b>	<b>\$2,041.77</b>	<b>\$96,638.51</b>	<b>14.22%</b>
<b>Gain/(Loss)</b>		<b>\$0.00</b>	<b>(\$8,681.36)</b>	<b>(\$175.07)</b>	<b>\$8,681.36</b>	<b>0.00%</b>
<b>Revenue</b>						
Active	R 604-32120 SEWER TAP PERMIT	\$600.00	\$0.00	\$0.00	\$600.00	0.00%
Active	R 604-38310 SEWER OPERATING	\$67,500.00	\$6,851.64	\$1,748.11	\$60,648.36	10.15%
Active	R 604-38320 SWR DOT 1 SURCHA	\$4,500.00	\$484.49	\$118.59	\$4,015.51	10.77%
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%
<b>Total Revenue</b>		<b>\$112,656.00</b>	<b>\$7,336.13</b>	<b>\$1,866.70</b>	<b>\$105,319.87</b>	<b>6.51%</b>
<b>Expenditure</b>						
Active	E 604-41150-51000 RESERVES	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
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	\$1,065.33	\$0.00	\$11,718.63	8.33%
Active	E 604-43200-42200 PROFESSION	\$20,000.00	\$910.00	\$860.00	\$19,090.00	4.55%
Active	E 604-43200-42500 REPAIRS AND	\$66,803.00	\$601.70	\$31.92	\$66,201.30	0.90%
Active	E 604-43200-42600 SUPPLIES AN	\$2,300.00	\$1,254.85	\$1,149.85	\$1,045.15	54.56%
Active	E 604-43200-42630 CHEMICALS &	\$850.00	\$0.00	\$0.00	\$850.00	0.00%
Active	E 604-43200-42800 UTILITIES EXP	\$3,500.00	\$309.65	\$0.00	\$3,190.35	8.85%
Active	E 604-43200-42900 OTHER EXPEN	\$251.64	\$0.00	\$0.00	\$251.64	0.00%

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

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Current Period: February 2021

		2021	2021	February	2021	% of
		YTD Budget	YTD Amt	MTD Amt	YTD Balance	Budget
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	\$96.72	\$0.00	\$670.45	12.61%
Active	E 604-47140-44200 INTEREST	\$1,734.83	\$222.78	\$0.00	\$1,512.05	12.84%
Active	E 604-47140-51000 RESERVES	\$383.40	\$0.00	\$0.00	\$383.40	0.00%
Active	E 604-47150-44100 PRINCIPAL	\$467.10	\$0.00	\$0.00	\$467.10	0.00%
Active	E 604-47150-44200 INTEREST	\$864.90	\$0.00	\$0.00	\$864.90	0.00%
Active	E 604-47150-51000 RESERVES	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 604-48500-43100 LAND	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 604-51100-51100 OPERATING X	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
	<b>Total Expenditure</b>	<b>(\$112,656.00)</b>	<b>(\$16,017.49)</b>	<b>(\$2,041.77)</b>	<b>(\$96,638.51)</b>	<b>14.22%</b>
	<b>Total SEWER FUND</b>	<b>\$0.00</b>	<b>(\$8,681.36)</b>	<b>(\$175.07)</b>	<b>\$8,681.36</b>	<b>0.00%</b>
	<b>Report Total</b>	<b>\$0.00</b>	<b>\$14,171.43</b>	<b>(\$18,444.96)</b>	<b>(\$14,171.43)</b>	<b>#Div/0!</b>



February 10, 2021

Vicki Henrichsen  
Board President of Hermosa  
PO Box 298  
Hermosa, SD 57744-0298

Dear President Henrichsen:

South Dakota Housing Development Authority is offering an opportunity for 25 communities to participate in *Paint – South Dakota* for 2021.

*Paint – South Dakota* was started in celebration of SDHDA's 25<sup>th</sup> Anniversary in 1998. To date, 7,737 volunteers have applied 10,435 gallons of paint and primer to 538 homes across the State.

Enclosed is the poster for this special event and a copy of the application. We would like your help to spread the word and to encourage a volunteer group within your community to submit an application.

SDHDA will purchase the paint and primer needed. The volunteer group will be responsible for organizing the necessary equipment, as well as preparing and painting the house. In the past, communities and businesses have worked together to provide meals for the volunteers, printed t-shirts, and donated supplies.

The intent of the program is to help someone in need. Therefore, we request that you be selective in your nomination. Please keep in mind:

- The home must be a single family, owner-occupied residence in need of painting.
- The owner should be physically or financially unable to paint their home.

Nominations may be submitted to SDHDA and must be received in our office by 5:00 pm CT, April 16, 2021. Applicants will be able to select a weekend in June to complete the final painting of the home.

Thank you in advance for your assistance with this Campaign. If you have any questions, please feel free to contact Sheila Olson at 605.773.7603. Additional information and a link to the poster and application can also be found on our website [www.sdhda.org](http://www.sdhda.org).

Sincerely,

A handwritten signature in cursive script that reads "Lorraine Polak".

Lorraine Polak  
Executive Director

LP/so  
Enclosures



# Paint



## SOUTH DAKOTA



### FREE EXTERIOR PAINTING FOR 25 HOMES IN COMMUNITIES ACROSS SOUTH DAKOTA

### PAINT A HOME IN YOUR COMMUNITY!

#### HERE'S HOW IT WORKS:

#### STEP 1. ORGANIZE A VOLUNTEER GROUP TO PAINT

- Volunteer groups nominate the house to be painted and provide the man hours to prime and paint the house.
- Any church, office group, nonprofit, civic organization, neighborhood or just a group of friends interested in organizing a team of volunteers - typically 10-25 volunteers - can participate.
- South Dakota Housing pays for the paint and primer. Volunteer group provides the painting tools.

#### STEP 2. NOMINATE THE HOUSE TO BE PAINTED

- Nominee's home must be single family
- Nominee must own and currently reside in the home
- Nominee's home must be in need of new paint to improve its appearance and value
- Nominee must be physically or financially unable to paint the home on their own

#### STEP 3. CHOOSE A PAINT DATE IN JUNE

- Last paint day must be on or before June 27, 2021

#### APPLY TODAY:

Submission of program **application is required**. To obtain an application please call **605.773.3181** or print a copy at **[www.sdhda.org](http://www.sdhda.org)**.

APPLICATION DEADLINE | APRIL 16, 2021



# Paint



**SOUTH DAKOTA 2021**

## HOMEOWNER NOMINATION FORM

### HOMEOWNER PROGRAM QUALIFICATIONS:

- Nominee's home must be single family
- Nominee must own and currently reside in the home
- Nominee's home must be in need of new paint to improve its appearance and value
- Nominee must be physically or financially unable to paint the home on their own

### PLEASE SUBMIT THE FOLLOWING BY APRIL 16, 2021:

\_\_\_\_\_ Application Form      \_\_\_\_\_ Before Photos      **(Incomplete applications will not be accepted.)**

**HOMEOWNER NAME:** \_\_\_\_\_

**HOMEOWNER ADDRESS:** \_\_\_\_\_

**MAILING ADDRESS (IF DIFFERENT):** \_\_\_\_\_

**CITY:** \_\_\_\_\_      **ZIP:** \_\_\_\_\_

**CELL PHONE:** \_\_\_\_\_      **HOME PHONE:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

### DECLARATION:

- I hereby authorize South Dakota Housing Development Authority (SDHDA) to use my story of my home or a photo of myself for marketing purposes.
- I hereby certify that the home to be painted is currently owned by me and resided in by me and my family.
- I understand if chosen, my home will be painted by volunteers and will not hold SDHDA, sponsoring agencies or volunteers liable.

**HOMEOWNER SIGNATURE:** \_\_\_\_\_      **DATE:** \_\_\_\_\_

# Paint SOUTH DAKOTA 2021

VOLUNTEER GROUP NAME: \_\_\_\_\_

VOLUNTEER GROUP MAIN CONTACT: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ ZIP: \_\_\_\_\_

CELL PHONE: \_\_\_\_\_ HOME PHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

REASON FOR NOMINATION: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**\*FINAL PAINT DAY MUST BE ON OR BEFORE JUNE 27, 2021.**

\_\_\_\_\_ I agree that the nominated party on the previous page meets all qualifications for the Paint-South Dakota Campaign and understand that false representation will mean denial of paint reimbursement.

VOLUNTEER SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**SUBMIT APPLICATIONS BY  
APRIL 16, 2021 TO:**

South Dakota Housing Development Authority  
Attn: Sheila Olson  
PO Box 1237  
Pierre, SD 57501  
605.773.7603  
sheila@sdhda.org



SDHDA USE ONLY: painted date \_\_\_\_\_ after photos \_\_\_\_\_ Lead based paint forms \_\_\_\_\_

HERMOSA PLANNING & ZONING BOARD  
REGULAR MEETING  
February 9, 2021 @ 6:00pm



**ROLL CALL:** Harris called the meeting to order at 6:00pm with the following members present; Harris, Waltman, Kespert, Liaison Schumack and one citizen present. Pledge of Allegiance led by Harris.

**CALL FOR CHANGES:** Motion by Waltman second Kespert to accept the agenda as presented; vote; all aye; motion carried.

**CONSENT CALENDAR:** Motion by Kespert second by Waltman, to approve January 26, 2020, P&Z minutes as presented; vote; all aye; motion carried.

**OLD BUSINESS:**

Annexation; Pending

Review of 2020 spreadsheet on all issued permits. Request by board for office to verify new contact information and that future inspections are completed at Hermosa Arts & History Association building.

**NEW BUSINESS:**

Permit 2021-04, N. 4<sup>th</sup> St. Residential permit for attached garage. Citizen present at meeting requested to move his own water meter after completion of garage. Discussion by board included that Chuck Ferguson should be the one to move the water meter. Motion by Kespert, 2<sup>nd</sup> by Waltman to approve per Ron's staff report and agreement by citizen to have electrical inspected. Vote; all aye; motion carried.

Permit 2021-02, 755 Marie St. Lot 22; Discussion by board regarding which part of lot was in the 100-year floodplain. Concern by Ron Bengs that location of house is located inside the floodplain. Bengs requested a floodplain development permit and approval thru Elmer. Staff report from Elmer Claycomb dated December 26, 2020 specifically states that no Floodplain Development Permit would be necessary for Lot 22 as long as the house is constructed within the area removed from the floodplain by the LOMR-F. FEMA's National Flood Hazard Layer states that the LOMA had been issued for Lot 22 on October 28, 2020. Site plan provided by Pulis indicates that the home and garage will not be built in floodplain area. Motion by Kespert, 2<sup>nd</sup> by Waltman to approve permit per Elmer's staff report notes. Vote; all aye; motion carried.

Permit 2021-05; Informational Parcel # 009322; Power cable being installed by Chuck Ferguson. No input.

**REVIEW BOT MINUTES:** February 2, 2021 BOT minutes. Discussion on water plan application being delayed until fall. Input from Schumack included waiting for more grant money to be available instead of only a loan on the project.

**ORDINANCE REVIEW & WORK ITEMS:**

Tiny Homes – Zoning review. Harris provided guide from AARP for ADU's (Accessory Dwelling Units). Model State Act and Local Ordinance. Copies provided to all board members to review. Harris requested input at next P&Z meeting regarding potential changes or additions to our local community laws, zoning codes and ordinances regarding ADU's.

Permit Processes, Flow sheet discussed; Harris is working on; Pending

**TRUSTEE INPUT:**

**CITIZEN INPUT:**

**ADJOURN:** Motion by Kespert, second by Waltman to adjourn the meeting at 6:35pm.

ATTEST:

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

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

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



# Town of Hermosa

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

## RESIDENTIAL BUILDING PERMIT APPLICATION

(This Building Permit is Valid for One Year – Please See Page 3 for Exceptions)

DATE 1/21/21

PERMIT # 2021-04

Receipt # 881038 Cash 50<sup>00</sup> Check # \_\_\_\_\_ Amount 50<sup>00</sup>

\*\* PLEASE INCLUDE TO-SCALE DRAWINGS \*\*

### APPLICATION SUBMITTED BY:

Property Owner Name(s) BRAWDON YOUNG  
Mailing Address 41 N. 4th St.  
City HERMOSA State SD Zip 57744  
Email \_\_\_\_\_  
Phone # Home \_\_\_\_\_ Cell 605-209-5607 Work \_\_\_\_\_

### LEGAL DESCRIPTION

Subdivision name: Whitehall Lot # M Block \_\_\_\_\_ Lot Size 0.85 acres  
Zoning District R-2 Is this property in the Flood Plain? Yes \_\_\_\_\_ No    
Building address: 41 N 4th St.

### CLASS OF WORK TO BE DONE

New structure  Demolition \_\_\_\_\_ Remodel \_\_\_\_\_ Addition \_\_\_\_\_  
Residential: Single Family  Accessory \_\_\_\_\_ Multi-Family \_\_\_\_\_ GARAGE   
Proposed Use Building: GARAGE 26' x 38'  
Building Area (Sq. Ft.): 1780 988 SF Height: 9' 4" # of Units 1  
No. of Stories: 0 No. of Bathrooms: 0 Deck: 0 Deck Area (Sq. Ft.): 0

### SETBACK FROM LOT LINES:

OOD Property lines - see drawing

Front \_\_\_\_\_  
Rear \_\_\_\_\_  
Sides \_\_\_\_\_

### FEET

### CITY MINIMUM

Applicable Zoning District  
(20'/25')  
(5'/8'/15')  
(8'/10'/25')

Parcel # 13914

OFFICE USE ONLY

# Town of Hermosa

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

## TYPE OF CONSTRUCTION

Wood  Concrete \_\_\_\_\_ Block \_\_\_\_\_ Brick \_\_\_\_\_ Modular \_\_\_\_\_ Other \_\_\_\_\_

## FOUNDATION

Thickness of Foundation 6" Thickness of footings 12" Width of Footings 16" Depth 26'  
Pier Foundation System: \_\_\_\_\_ Diameter of pier \_\_\_\_\_ Spacing of pier \_\_\_\_\_

## CONTRACTOR INFORMATION

Contractors must all be registered with the Town of Hermosa

General Contractor  
(Project POC/responsible party): Myself Phone: \_\_\_\_\_  
Structural Contractor: \_\_\_\_\_ Phone: \_\_\_\_\_  
Electrical Contractor: Brandon Young Phone: \_\_\_\_\_  
Plumbing Contractor: \_\_\_\_\_ NA Phone: N  
Heat/Mechanical Contractor: \_\_\_\_\_ NA Phone: \_\_\_\_\_  
Excavation Contractor: \_\_\_\_\_ Phone: \_\_\_\_\_

Are there any of the following on site: Hazardous materials Yes \_\_\_\_\_ No \_\_\_\_\_  
Lead paint Yes \_\_\_\_\_ No \_\_\_\_\_  
Asbestos Yes \_\_\_\_\_ No \_\_\_\_\_

Does the building have a Historical Designation: Yes \_\_\_\_\_ No \_\_\_\_\_

Current utilities on site: Gas \_\_\_\_\_ Water ~~NA~~ Electricity  Municipal Sewer ~~NA~~ Septic \_\_\_\_\_

Proposed utilities: Electric

Describe Work: Building a garage

TOTAL COST ESTIMATE OF IMPROVEMENTS: \$ 15,000

TOTAL SQUARE FOOTAGE OF PROJECT: \_\_\_\_\_

# Town of Hermosa

PO Box 298 • 230 Main Street • Hermosa, SD 57744

Phone (605) 255-4291 • Fax (605) 255-4094

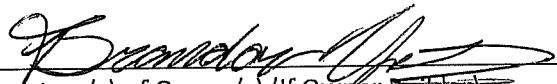
Email: [town@hermosasd.com](mailto:town@hermosasd.com)

Every permit issued by the Planning Department under the provisions of this code shall expire by limitation and become null and void if the building or the work authorized by such permit is commenced within 12 months from the date of such permit or if the building or work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of one year. If so, before such work can be re-started, an extension of the permit shall be first obtained to do so, and a service charge of \$35.00 shall be required, provided no changes have been made or will be made in the original plans and specifications for such work. Provided that such suspension or abandonment has not exceeded two (2) years.

In filing this application, I hereby grant to the Hermosa Planning & Zoning commission, and the Hermosa Town Board, and their designee(s), permission to inspect any and all structures and land involved in my application for the purpose of ascertaining compliance with the ordinance of the Town of Hermosa and the State of South Dakota which permission shall continue so long as the application or an appeal there-on is pending. It is my responsibility to ensure the presence of the Town Maintenance Supervisor during water and sewer connections.

I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. The granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction.

### A CERTIFICATE OF OCCUPANCY MUST BE OBTAINED BEFORE OCCUPYING STRUCTURE.

  
Signature(s) of Owner(s) (If Owner Builder)

1/21/21  
Date

\_\_\_\_\_  
Signature(s) of Contractor/Authorized Agent

\_\_\_\_\_  
Date

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

PLANNING AND ZONING COMMISSION	HERMOSA BOARD OF TRUSTEES
<input type="checkbox"/> Approved <input type="checkbox"/> Denied	<input type="checkbox"/> Approved <input type="checkbox"/> Denied
NAME: _____	NAME: _____
TITLE: _____	TITLE: _____
SIGNATURE: _____	SIGNATURE: _____
DATE: _____	DATE: _____
APPLICATION FEE: \$50.00 DATE PAID: <u>1/21/21</u>	DATE PERMIT ISSUED: _____



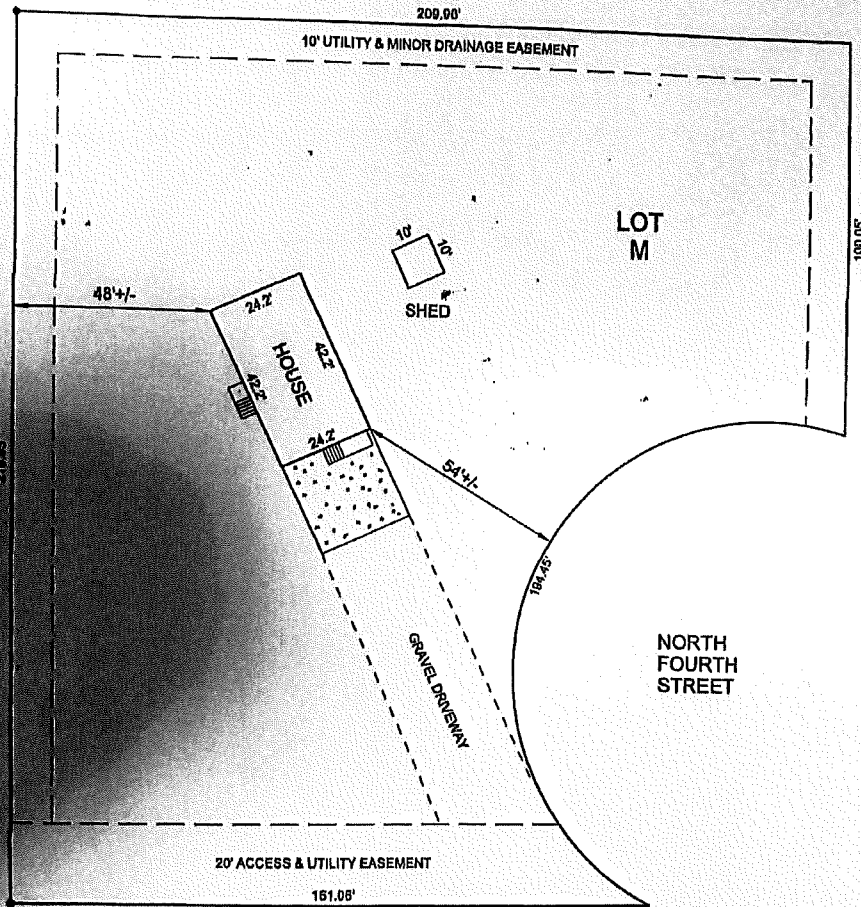
**HANSON SURVEYING & MAPPING**  
**MICHAEL R. HANSON - R.L.S**

832 HORACE MANN DRIVE  
 RAPID CITY, SD 57701  
 605-388-9852

*Brandon Young*



SCALE: 1"=30'



**IMPROVEMENT LOCATION EXHIBIT**

The purpose of this exhibit is to provide a representation of the information gathered at the time of the inspection for the interested parties. This exhibit is based on existing but not confirmed boundary evidence and is subject to any inaccuracies that a boundary survey might reveal. No property corners will be set and no warranty as to the location of the true boundary of the subject property is extended herein to the present or future owners or occupants.

**LEGAL DESCRIPTION**

LOT M IN WHITERAIL ESTATES SUBDIVISION  
 HERMOSA, GUSTER COUNTY, SOUTH DAKOTA  
 41 NORTH FOURTH STREET - BRANDON YOUNG

Project # 17.378

Date: 7/14/17

Surveyed by: M.R.H.

Drafted by: M.R.H.

**SURVEYOR'S CERTIFICATE**

I, the undersigned, do hereby certify that I have inspected the property described hereon and that the information shown is an accurate representation of the information gathered at the time of the inspection of the subject property.



*Michael R. Hanson*  
 Michael R. Hanson S.D. Reg. #6251



February 5, 2021

Town of Hermosa  
230 Main Street  
Hermosa, SD 57744

RE: Staff Report – 41 North Fourth Street, Lot M, Whiterails Subdivision,  
Permit 2021-04 Review  
IE No.: L21-03-097.04

Planning & Zoning,

Conditions:

The site is located on the cul-de-sac of north Fourth Street, north of Main Street.

The applicant has submitted a Residential Building permit, to construct an attached garage (26 x 38).

**It appears the existing shed is being relocated to within 5.5 feet of the rear property line based on the site plan and the drawing done by Hanson.**

Flood Plain:

Based on the flood map overlay, the lot is NOT located in any identified special hazard area (floodplain).

Zoning:

Zoning is R-2.

Water and Sewer service:

Not applicable. Existing water and sewer service.

**It is the contractor's responsibility to verify the existing services will meet code requirements and properly serve the proposed home.**

Setbacks:

For R-2 zoning, the following setbacks are required:

Main Structure:

Front: 20 feet

Side: 10 feet Main Structure

Rear: 15 feet main

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

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

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



**Accessory Structure:**

Front yard unattached structures: 25 feet

Side yard unattached structures: 8 feet

Rear yard unattached structures: 5 feet

Per the attached site plan: The setbacks can be met.

**It is the contractor's responsibility to verify the required setbacks are met.**

The lot coverage with decks is less than 40% - OK

**Access:**

Access will be from North Fourth.

**Based on the site plan that Hanson did in 2017, it appears a second driveway has been or is being added.**

**Foundation:**

The permit indicates a 6-inch-thick foundation wall, 12 inches thick footing, 6-inch-wide footing with a depth of 26 inches.

This appears to be a thickened edge slab foundation/slab.

A standard footing would require a deeper depth to get below frost depth.

The contractor is responsible for sizing the footing, foundation wall and any reinforcing required. No soils information is provided. The contractor is responsible for verification of soil bearing pressures for the foundation.

**Radon Testing:**

Not applicable.

**It is not a requirement of the Town's ordinances, however, one of the homes in Hermosa Hills has tested and found to contain radon. It is **HIGHT RECOMMENDED** that radon testing be conducted, and radon mitigation be done during construction if needed.**

**Comments:**

1. Site drainage must be maintained.
2. No structural evaluation was completed as part of this review.
3. Contractor to insure setbacks are met.
4. The applicant is listed as the General contractor and electrical contractor. No other contractors are listed.

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Recommendations permit 2021-04:

**Based on the application information, the permit complies with Town of Hermosa's requirements. Recommendation is to approve with the following stipulations:**

1. Setbacks must be met.
2. Appropriate drainage must be maintained on the site.
3. Contractors must be licensed in Hermosa and carry required insurance.
4. All construction must meet applicable code requirements as well as Town Ordinance requirements whether stated in this staff report or not.
5. All fees to be paid prior to issuing permit.
6. Applicable inspections must be performed by the Town of Hermosa.

Respectfully submitted,  
INTERSTATE ENGINEERING

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

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

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

# Town of Hermosa

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

## DIGGING/GRADING PERMIT

DATE 1/11/2021 PERMIT # 2021-02

Receipt # \_\_\_\_\_ Cash \_\_\_\_\_ Check # 1838 Amount 35<sup>00</sup>

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

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

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

Will grading operation be located in the floodplain? \_\_\_\_\_ Yes X No X  
 If yes, have ordinance requirements been met? \_\_\_\_\_ Yes X No \_\_\_\_\_  
 Will drainage patterns be altered? \_\_\_\_\_ Yes \_\_\_\_\_ No X  
 Will grading operation take place in a geologically hazardous area? \_\_\_\_\_ Yes \_\_\_\_\_ No X  
 If yes, have proper precautions been taken? \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_

Quantity of Grading or Excavation: 200 Cubic Yards Area to be disturbed by proposed work: .2 acres

Identify types of erosion control to be applied: \_\_\_\_\_

Source/Destination of materials: \_\_\_\_\_

Provide traffic control per Manual on Uniform Traffic Control Devices.

Hard route: \_\_\_\_\_

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 \_\_\_\_\_ X 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 Pulis Construction  
 Lot Address 56713 Doylefree Rd - 755 Marie - Lot 22  
 Mailing Address Rapid City, SD 57702  
 Email 67+pulis@gmail.com  
 Legal Description Lot 22 Hermosa Hills  
 Telephone # \_\_\_\_\_ Cellphone # 390-5333  
 Relationship to Property: \_\_\_\_\_ Owner X 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 Tony G. Pulis Date \_\_\_\_\_

Parcel # 015191 OFFICE USE ONLY

<p style="text-align: center;"><b>PLANNING AND ZONING COMMISSION</b></p> <p style="text-align: center;"><input type="checkbox"/> Approved <input type="checkbox"/> Denied</p> <p>NAME: _____</p> <p>TITLE: _____</p> <p>SIGNATURE: _____</p> <p>DATE: _____</p> <p>APPLICATION FEE: <u>\$35.00</u> DATE PAID: <u>1/11/2021</u></p>	<p style="text-align: center;"><b>HERMOSA BOARD OF TRUSTEES</b></p> <p style="text-align: center;"><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>
--	---

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, age, disability, religion, sex, and familial status. (Not all prohibited bases apply to all programs.) To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD).

# Town of Hermosa

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Email: [town@hermosasd.com](mailto:town@hermosasd.com)

## RESIDENTIAL BUILDING PERMIT APPLICATION

(This Building Permit is Valid for One Year – Please See Page 3 for Exceptions)

DATE 1/11/2021

PERMIT # 2021-02

Receipt # \_\_\_\_\_ Cash \_\_\_\_\_ Check # 1838 Amount 50<sup>00</sup>-

\*\* PLEASE INCLUDE TO-SCALE DRAWINGS \*\*

### APPLICATION SUBMITTED BY:

Property Owner Name(s) Pulis Construction  
Mailing Address 5670 Doubletree Rd  
City Rapid City State SD Zip 57702  
Email 67tpulis@gmail.com  
Phone # Home \_\_\_\_\_ Cell 390-7533 Work \_\_\_\_\_

### LEGAL DESCRIPTION

Subdivision name: Hermosa Hills Lot # 22 Block \_\_\_\_\_ Lot Size \_\_\_\_\_  
Zoning District \_\_\_\_\_ Is this property in the Flood Plain? Yes \_\_\_\_\_ No Some of the lot  
Building address: 755 Marie St. - Lot 22

### CLASS OF WORK TO BE DONE

New structure  Demolition \_\_\_\_\_ Remodel \_\_\_\_\_ Addition \_\_\_\_\_  
Residential: Single Family  Accessory \_\_\_\_\_ Multi-Family \_\_\_\_\_  
Proposed Use Building: Single Family House - Governors Home  
Building Area (Sq. Ft.): 1200 Height: 15' # of Units 1  
No. of Stories: 1 No. of Bathrooms: 2 Deck: OKS Deck Area (Sq. Ft.): 48

### SETBACK FROM LOT LINES:

### FEET

### CITY MINIMUM

Applicable Zoning District

Front 25  
Rear 25  
Sides 10

(20'/25')

(5'/8'/15')

(8'/10'/25')

Parcel #  
015191  
OFFICE USE ONLY

# Town of Hermosa

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

## TYPE OF CONSTRUCTION

Wood \_\_\_\_\_ Concrete  Block \_\_\_\_\_ Brick \_\_\_\_\_ Modular \_\_\_\_\_ Other \_\_\_\_\_

## FOUNDATION

Thickness of Foundation 8" Thickness of footings 8" Width of Footings 24" Depth 3'-6"  
Pier Foundation System: \_\_\_\_\_ Diameter of pier \_\_\_\_\_ Spacing of pier \_\_\_\_\_

## CONTRACTOR INFORMATION

Contractors must all be registered with the Town of Hermosa

General Contractor (Project POC/responsible party): Pulis Construction Phone: 391-7533

Structural Contractor: \_\_\_\_\_ Phone: \_\_\_\_\_

Electrical Contractor: Mick's Electric Phone: 348-2335

Plumbing Contractor: \_\_\_\_\_ Phone: \_\_\_\_\_

Heat/Mechanical Contractor: \_\_\_\_\_ Phone: \_\_\_\_\_

Excavation Contractor: Pulis Construction Phone: \_\_\_\_\_

Are there any of the following on site: Hazardous materials Yes \_\_\_\_\_ No   
Lead paint Yes \_\_\_\_\_ No   
Asbestos Yes \_\_\_\_\_ No

Does the building have a Historical Designation: Yes \_\_\_\_\_ No

Current utilities on site: Gas \_\_\_\_\_ Water  Electricity  Municipal Sewer  Septic \_\_\_\_\_

Proposed utilities: \_\_\_\_\_

Describe Work: Move in new governor's house add 22x22 garage

TOTAL COST ESTIMATE OF IMPROVEMENTS: \$ 120,000

TOTAL SQUARE FOOTAGE OF PROJECT: 1200 + 22x22 garage

# Town of Hermosa

PO Box 298 • 230 Main Street • Hermosa, SD 57744

Phone (605) 255-4291 • Fax (605) 255-4094

Email: [town@hermosasd.com](mailto:town@hermosasd.com)

Every permit issued by the Planning Department under the provisions of this code shall expire by limitation and become null and void if the building or the work authorized by such permit is commenced within 12 months from the date of such permit or if the building or work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of one year. If so, before such work can be re-started, an extension of the permit shall be first obtained to do so, and a service charge of \$35.00 shall be required, provided no changes have been made or will be made in the original plans and specifications for such work. Provided that such suspension or abandonment has not exceeded two (2) years.

In filing this application, I hereby grant to the Hermosa Planning & Zoning commission, and the Hermosa Town Board, and their designee(s), permission to inspect any and all structures and land involved in my application for the purpose of ascertaining compliance with the ordinance of the Town of Hermosa and the State of South Dakota which permission shall continue so long as the application or an appeal there-on is pending. It is my responsibility to ensure the presence of the Town Maintenance Supervisor during water and sewer connections.

I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. The granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction.

### A CERTIFICATE OF OCCUPANCY MUST BE OBTAINED BEFORE OCCUPYING STRUCTURE.

*Trent Q. Pulis*  
Signature(s) of Owner(s) (If Owner Builder)

1/11/2021  
Date

\_\_\_\_\_  
Signature(s) of Contractor/Authorized Agent

\_\_\_\_\_  
Date

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

PLANNING AND ZONING COMMISSION	HERMOSA BOARD OF TRUSTEES
<input type="checkbox"/> Approved <input type="checkbox"/> Denied	<input type="checkbox"/> Approved <input type="checkbox"/> Denied
NAME: _____	NAME: _____
TITLE: _____	TITLE: _____
SIGNATURE: _____	SIGNATURE: _____
DATE: _____	DATE: _____
APPLICATION FEE: <u>CK 1838</u> \$50.00 DATE PAID: <u>1/11/21</u>	DATE PERMIT ISSUED: _____



# Town of Hermosa

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

## RESIDENTIAL SITE PLAN REQUIREMENTS

Incomplete plans will be returned to applicant for resubmission. As per zoning ordinance do not cover more than 40% of lot.

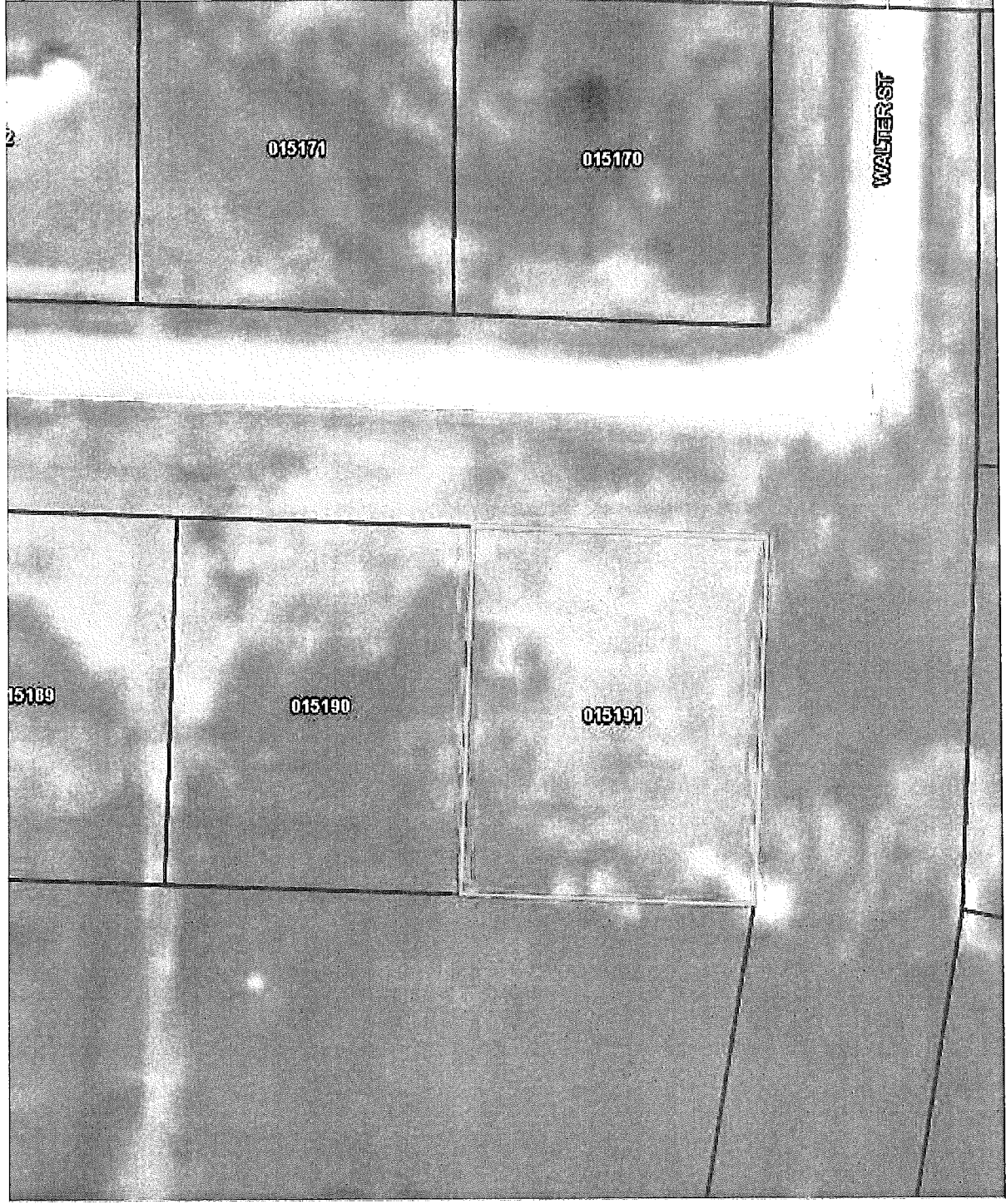
### General

Site plan drawn to scale (1" = 20" preferred)

- 1. Show scale
- 2. Show North arrow
- 3. Lot dimensions, property lines
- 4. All existing structure and their distances to property lines
- 5. All new structures and distances to property lines
- 6. Additions to existing structure and distances to property lines
- 7. Building dimensions
- 8. Adjacent roads
- 9. Driveways
- 10. Parking spaces – if applicable
- 11. Utilities, electric, water, sewer
- 12. Well location – if applicable
- 13. Septic location – if applicable
- 14. Footing and Foundation Plan
- 15. Other \_\_\_\_\_
- 16. Other \_\_\_\_\_

### Additional information that may be required

- B. Complete Mechanical Floor Plan
- C. Wall Section and Full Sections
- D. Open water areas, (streams, creeks, and natural drainage ways)
- E. Are you in the Flood Plain?



755 marie.  
Lot 22





February 11, 2021

Town of Hermosa  
230 Main Street  
Hermosa, SD 57744

RE: Staff Report – 755 Marie Street, Lot 22 Hermosa Hills – Permit Review,  
Permit 2021-02  
IE No.: L21-03-097.03

Planning & Zoning,

Conditions:

The site is located at the southwest quadrant of Marie and Walter Street located on the south side of Marie Street, west of Walter Street, Hermosa Hills Subdivision.

The applicant has submitted a Digging/Grading Permit and a Residential Building permit, to construct a SFR, Governor's Home (24 x 50) on the lot with an attached garage (22 x 22).

The site plan does not show any deck, however, the permit indicates a 6' x 8' deck. The location and setback should be clarified.

Flood Plain:

A LOMR-F was approved on October 28, 2020 (Case No.: 20-08-0728A). The LOMR-F removed a large portion of Lot 22 (see attached).

Provided the home is located within the removed area, no floodplain development permit is required.

**It is the contractor's responsibility to verify the home is located outside of the floodplain. Per a site plan note, it is recommended that the home be located by a registered land surveyor.**

Zoning:

Zoning is R-1 and single family is a permitted use.

Water and Sewer service:

Existing water and sewer services have been stubbed to the lot. Chuck F. should verify the stubs are in place.

**It is the contractor's responsibility to verify the existing services will meet code requirements and properly serve the proposed home.**

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



Setbacks:

For R-1 zoning, the following setbacks are required:

Main Structure:

Front: 20 feet

Side: 10 feet Main Structure

Rear: 15 feet main

Accessory Structure:

Front yard unattached structures: 25 feet

Side yard unattached structures: 8 feet

Rear yard unattached structures: 5 feet

Per the attached site plan: The setbacks can be met.

The site plan indicates a front setback of 25 feet – 20 feet is allowed.

No deck is shown on the site plan.

**It is the contractor's responsibility to verify the required setbacks are met.**

The lot coverage with decks is less than 40% - OK

Access:

Access will be from the Marie Street. The driveway culvert needs to be sized to accommodate the design flows. No size provided in the application.

Foundation:

The permit indicates a standard footing and foundation wall, 8 inches thick, 8" x 24" footing at 42-inch depth.

The permit indicates the house will be on a crawlspace.

The contractor is responsible for sizing the footing, foundation wall and any reinforcing required. No soils information is provided. The contractor is responsible for verification of soil bearing pressures for the foundation.

Radon Testing:

Not applicable as the home is on a crawlspace.

**It is not a requirement of the Town's ordinances, however, one of the homes in Hermosa Hills has tested and found to contain radon. It is HIGHLY RECOMMENDED that radon testing be conducted and radon mitigation be done during construction if needed.**

Professionals you need, people you trust.



Comments:

1. The contractor is fully responsible to insure the home is located outside of the floodplain based on the approved LOMR-F.
2. The contractor should verify water and sewer services are stubbed to the lot and that they will service the proposed home properly.
3. Applicant needs to verify deck information and location to insure setbacks are met.
4. Site drainage must be maintained.
5. Driveway culvert should be sized for design flow.
6. No structural evaluation was completed as part of this review.
7. Contractor to insure setbacks are met.
8. Plumbing & heat/mechanical contractor not listed – may not be required with a governor's home.

Recommendations permit 2021-02:

**Based on the application information, the permit complies with Town of Hermosa's requirements. Recommendation is to approve with the following stipulations:**

1. The home **MUST** be located outside of the floodplain based on the approved LOMR-F.
2. Setbacks must be met.
3. Appropriate drainage must be maintained on the site.
4. Contractors must be licensed in Hermosa and carry required insurance.
5. All construction must meet applicable code requirements as well as Town Ordinance requirements whether specifically .
6. All fees to be paid prior to issuing permit.
7. Applicable inspections must be performed by the Town of Hermosa
8. Recommend radon testing be done if placed on a basement.

Respectfully submitted,  
INTERSTATE ENGINEERING

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

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

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





# Federal Emergency Management Agency

Washington, D.C. 20472

20-08-0728A

## LETTER OF MAP REVISION BASED ON FILL DETERMINATION DOCUMENT (REMOVAL)

COMMUNITY AND MAP PANEL INFORMATION		LEGAL PROPERTY DESCRIPTION
COMMUNITY	TOWN OF HERMOSA, CUSTER COUNTY, SOUTH DAKOTA	A portion of Lot 22, Hermosa Hills Addition, as shown on the Plat recorded in Book 12, Page 620, in the Office of the Register of Deeds, Custer County, South Dakota  The portion of property is more particularly described by the following metes and bounds:
	COMMUNITY NO.: 460230	
AFFECTED MAP PANEL	NUMBER: 46033C0200F	
	DATE: 1/6/2012	
FLOODING SOURCE: ROCK N R TRIBUTARY		APPROXIMATE LATITUDE & LONGITUDE OF PROPERTY: 43.844429, -103.201277 SOURCE OF LAT & LONG: LOMA LOGIC DATUM: NAD 83

### DETERMINATION

LOT	BLOCK/SECTION	SUBDIVISION	STREET	OUTCOME WHAT IS REMOVED FROM THE SFHA	FLOOD ZONE	1% ANNUAL CHANCE FLOOD ELEVATION (NAVD 88)	LOWEST ADJACENT GRADE ELEVATION (NAVD 88)	LOWEST LOT ELEVATION (NAVD 88)
22	--	Hermosa Hills Addition	755 Marie Street	Portion of Property	X (shaded)	--	--	3339.5 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.)

LEGAL PROPERTY DESCRIPTION	REVISED BY LETTER OF MAP REVISION
FILL RECOMMENDATION	STATE LOCAL CONSIDERATIONS
PORTIONS REMAIN IN THE SFHA	

This document provides the Federal Emergency Management Agency's determination regarding a request for a Letter of Map Revision based on Fill for the property described above. Using the information submitted and the effective National Flood Insurance Program (NFIP) map, we have determined that the described portion(s) of 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 revises 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 Information eXchange (FMIX) toll free at (877) 336-2627 (877-FEMA MAP) or by letter addressed to the Federal Emergency Management Agency, Engineering Library, 3601 Eisenhower Ave Ste 500, Alexandria, VA 22304-6426.

  
 Luis V. Rodriguez, P.E., Director  
 Engineering and Modeling Division  
 Federal Insurance and Mitigation Administration



# Federal Emergency Management Agency

Washington, D.C. 20472

## LETTER OF MAP REVISION BASED ON FILL DETERMINATION DOCUMENT (REMOVAL) ATTACHMENT 1 (ADDITIONAL CONSIDERATIONS)

### LEGAL PROPERTY DESCRIPTION (CONTINUED)

Beginning at the Northwest corner of Lot 22; thence S 80°03'52" E a distance of 83.02'; thence S 01°17'14" E a distance of 61.58'; thence S 39°36'38" W a distance of 26.04'; thence S 82°27'06" W a distance of 67.14' to a point on the west line of Lot 22; thence along the west line of Lot 22 N 00°00'00" W a distance of 104.77 to the Northwest corner of Lot 22 which is the point of beginning

**FILL RECOMMENDATION (This Additional Consideration applies to the preceding 1 Property.)**

The minimum NFIP criteria for removal of the subject area based on fill have been met for this request and the community in which the property is located has certified that the area and any subsequent structure(s) built on the filled area are reasonably safe from flooding. FEMA's Technical Bulletin 10-01 provides guidance for the construction of buildings on land elevated above the base flood elevation through the placement of fill. A copy of Technical Bulletin 10-01 can be obtained by calling the FEMA Map Assistance Center toll free at (877) 336-2627 (877-FEMA MAP) or from our web site at <http://www.fema.gov/mit/tb1001.pdf>. Although the minimum NFIP standards no longer apply to this area, some communities may have floodplain management regulations that are more restrictive and may continue to enforce some or all of their requirements in areas outside the Special Flood Hazard Area.

### PORTIONS OF THE PROPERTY REMAIN IN THE SFHA (This Additional Consideration applies to the preceding 1 Property.)

Portions of this property, but not the subject of the Determination/Comment document, may remain in the Special Flood Hazard Area. Therefore, any future construction or substantial improvement on the property remains subject to Federal, State/Commonwealth, and local regulations for floodplain management.

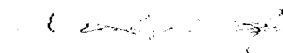
### REVISED BY LETTER OF MAP REVISION (This Additional Consideration applies to the preceding 1 Property.)

The effective National Flood Insurance Program map for the subject property, has since been revised by a Letter of Map Revision (LOMR) dated 11/13/2014. The 11/13/2014 LOMR has been used in making the determination/comment for the subject property.

### STATE AND LOCAL CONSIDERATIONS (This Additional Consideration applies to all properties in the LOMR-F DETERMINATION DOCUMENT (REMOVAL))

Please note that this document does not override or supersede any State or local procedural or substantive provisions which may apply to floodplain management requirements associated with amendments to State or local floodplain zoning ordinances, maps, or State or local procedures adopted under the National Flood Insurance Program.

This attachment provides additional information regarding this request. If you have any questions about this attachment, please contact the FEMA Map Information eXchange (FMIX) toll free at (877) 336-2627 (877-FEMA MAP) or by letter addressed to the Federal Emergency Management Agency, Engineering Library, 3601 Eisenhower Ave Ste 500, Alexandria, VA 22304-6426.

  
Luis V. Rodriguez, P.E., Director  
Engineering and Modeling Division  
Federal Insurance and Mitigation Administration

POINT OF BEGINNING  
NW CORNER LOT 22

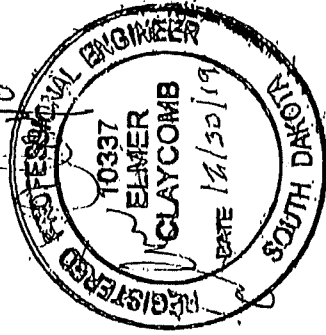
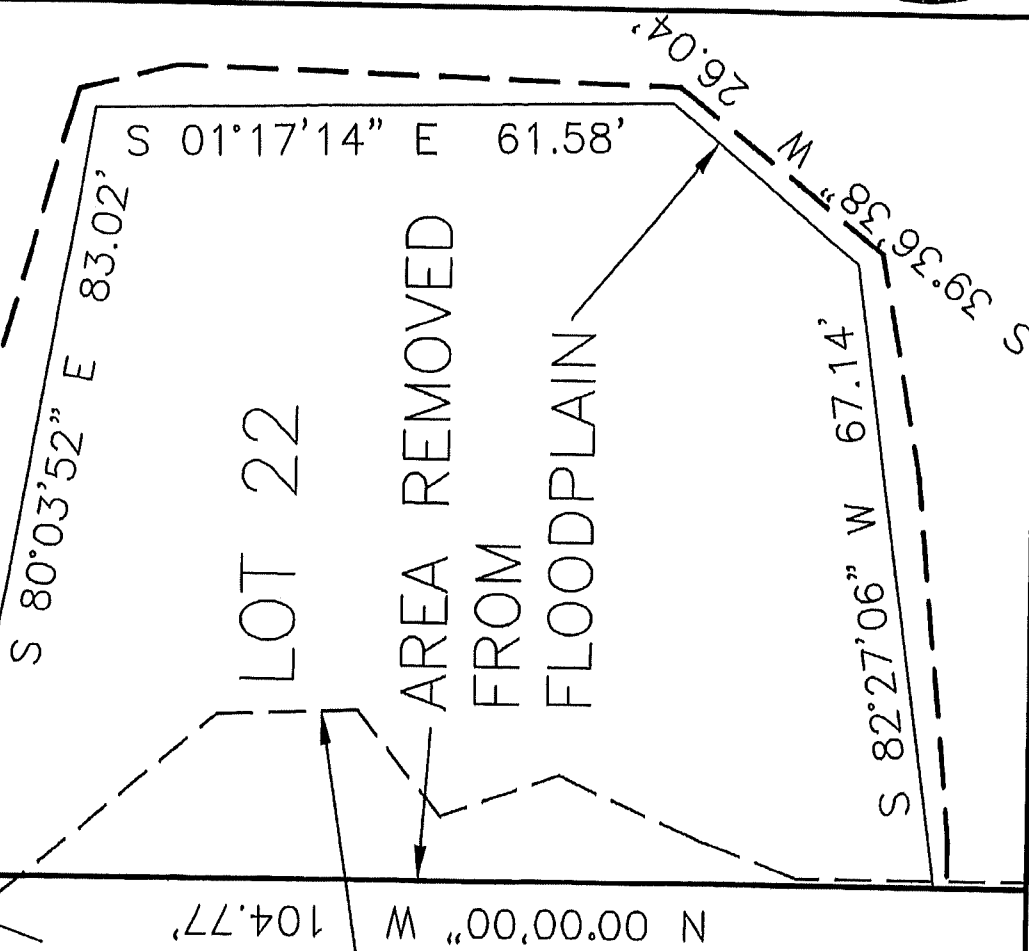
REVISED FLOODPLAIN  
LIMIT

ORIGINAL FLOODPLAIN  
LIMIT

LOT 22

LOT 21

EXHIBIT J AREA REMOVED FROM AE ZONE



AREA TO BE REMOVED FROM FLOODPLAIN



# Town of Hermosa

PO Box 298 • 230 Main Street • Hermosa, SD 57744

Phone (605) 255-4291 • Fax (605) 255-4094

Email: [town@hermosasd.com](mailto:town@hermosasd.com)

DATE 2-4-21

PERMIT # 2021-05

## Informational Permit

### No Fee

Is Property in the Flood Plain?  Yes  No Zoning District R1

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

Property Owner Name(s): Ann Hardy

Mailing Address: \_\_\_\_\_

Email: \_\_\_\_\_

Address of Project: \_\_\_\_\_

Legal Description: Parcel #009322, Outlot J Lots 8, 9 Sec 32

Subdivision \_\_\_\_\_ Block \_\_\_\_\_ Lot(s) Lot Size 41

Description of Work: Power cable installed by

Chuck Ferguson.

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

Total Cost Estimate of Project \$500<sup>00</sup> Total Square Footage of Project \_\_\_\_\_

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

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

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

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

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

Licensed Contractor / Person doing work Chuck Ferguson

Address of Contractor / Person \_\_\_\_\_

Contact Phone Number of Contractor / Person 390-0045

Parcel # 009322  
OFFICE USE

009320

009321

00

3RD ST

009324

009323

009322

WHITNEY ST

LEASE AGREEMENT – 250 MAIN STREET

In consideration of the Landlord's leasing of the premises to the Tenant, the Tenant's leasing from the Landlord the premises, and the mutual benefits and obligations conferred by this lease on the Parties, and in recognition of the receipt and sufficiency of said consideration, the Parties hereby agree to the following terms and conditions:

- I. **The Parties** – Lease agreement is between Lessor under the individual/entity (hereinafter known as the "Landlord") known as The Town of Hermosa and the Lessee under the individual/entity (hereinafter referred to as the "Tenant") known as Brad Westergard.
- II. **Premises** – The space/property being leased shall be described as: 250 Main Street; a portion of Parcel 9158, Lots 20-23 Blk 3, Town of Hermosa (Hereinafter referred to as the "Premises").
- III. **Space Rented** – The space described equals: 1,368 Square Feet (SF)
- IV. **Term** – The term of the lease shall be one [1] year beginning on the 17 day of February, 2021 and ending on the 16 day of February, 2022.
- V. **Rent** – Rent shall be paid on the 1<sup>st</sup> of every month in the amount of three hundred fifty dollars (\$350.00).

Check One

- Rent shall increase \_\_\_\_\_ percent (\_\_\_\_%) on an annual basis.
- Rent shall increase \_\_\_\_\_.
- Rent shall remain fixed for the term of the lease.

- VI. **Common Areas** – The Tenant, along with any of their employees, may use the following common area(s) along with other inhabitants:

- \_\_\_\_\_ Parking Space(s)  All Parking Space(s)
- Restroom(s)
- Storage Area(s)
- Entrance(s) (Including Stairs & Elevators)
- Conference/Meeting Room(s)
- Trash Area(s)
- Kitchen(s)
- Other \_\_\_\_\_

- VII. **Renewals**

Check One

- Tenant shall have the option to renew the lease for \_\_\_\_\_ year(s) under the following conditions: \_\_\_\_\_.
- Tenant does not have the right to renew the lease.

- VIII. **Security Deposit** – The Tenant is required to pay zero dollars (\$0.00) as a Security Deposit. If the Tenant follows the terms and conditions of this agreement in good faith and without damaging the Premises, the Security Deposit will be returned within ten (10) business days at end of lease. Otherwise, any repairs needed for the Premises will be deducted from the Security Deposit.

**IX. Condition Upon Move-In**

Check One

- The Tenant agrees to take tenancy of the property on an "as is" basis, willing to make all fit-ups (if needed) on the Premises at the expense of the Tenant.

- The Landlord accepts building the fit-ups for the Tenant that includes improvements to be made  as an addendum  described below:

\_\_\_\_\_  
\_\_\_\_\_

All fixtures shall  remain  not remain on the premises at the end of the lease term.

**X. Improvement During Lease Term** – The Tenant, with written approval of the Landlord that may not be reasonably withheld, shall be able to make any type of improvement to the Premises.

**XI. Use** – The Tenant will occupy the Premises for the following use:

No vehicle repairs or work will be done outside of the building. No extra vehicles will be left unattended on premises.

\_\_\_\_\_  
\_\_\_\_\_

Note the American with Disabilities Aca (ADA): All businesses that are open to the public or employ fifteen (15) or more people require that the premises be accessible by persons with disabilities. In the event that the premises must be altered for ADA compliance, the cost of improvements, alterations, and/or modifications necessary for compliance with the ADA shall be the responsibility of:

Check One

Tenant

Landlord

Cost to be split equally between Landlord and Tenant

**XII. Utilities and Other Expenses**

Check Who Pays

Tenant  Landlord - Air Conditioning (AC)

Tenant  Landlord - Cable

Tenant  Landlord - Electricity

Tenant  Landlord - Gas

Tenant  Landlord - Heat

Tenant  Landlord - Internet

Tenant  Landlord - Oil / Propane

Tenant  Landlord - Water/Sewer

Tenant  Landlord - Other: Snow Removal

Tenant  Landlord - Other: Property Maintenance (grass, weeds, etc.)

Tenant  Landlord - Other: \_\_\_\_\_

**XIII. Landlord Representations** - At the time of lease signing, the Premises shall be properly zoned for the Tenant's stated use as stated in Section XI and will be in compliance with all applicable state and federal laws and regulations. The Premises shall not have been used for the storage or disposal of any toxic or hazardous substances, and the Landlord has received no notice from any governmental authority concerning removal of any toxic or hazardous substances from the property.

**XIV. Landlord Responsibility**

- Landlord shall maintain and make any and all necessary repairs to :
  1. The roof, structural components, exterior walls, and interior common walls of the premises
  2. Plumbing, electrical, heating, ventilating, and air-conditioning systems

**XV. Tenant Responsibility**

- Tenant shall keep the Premises clean and well maintained at all times, so that the Premises shall be in marketable condition.

**XVI. Insurance**

Landlord agrees to carry property coverage insurance for the Premises.

Tenant agrees to carry Public Liability Insurance that includes the Landlord as an insured party for personal injury.

The coverage the Tenant shall provide will be in the amount(s) of \$1,000,000.00 which shall include the building & grounds plus public liability.

Check All That Apply

\_\_\_ \$ \_\_\_\_\_ per occurrence

\_\_\_ \$ \_\_\_\_\_ per year

This agreement automatically releases the Landlord and Tenant from each other in reference to liability for property, loss, damage, personal injury, or anything else covered by the insurance plan.

**XVII. Taxes**

Check Who Pays

X  Tenant \_\_\_ Landlord – **Real Property Taxes**

X  Tenant \_\_\_ Landlord – **Personal Property Taxes**

- For Properties with Multiple Tenants – If the Tenant pays for the real property taxes it should be noted that the calculation should be equal to that Tenant's portion of the property/total square feet.

**XVIII. Subletting** – The Tenant \_\_\_ does  X  does not have the right to sublet the Premises. Any new Tenant under a sublease must meet the approval of the Landlord and such approval shall not be unreasonably withheld.

**XIX. Damage to the Premises** – The Tenant may terminate the lease agreement if necessary repairs to the Premises due to fire, flood, or any natural catastrophe keep the Tenant from being open for over ninety (90) days.

- If the Tenant is not able to be open for the ninety (90) day period due to damage to the Premises, there will be no rent paid during said period.

- XX. Default** – If the Tenant defaults on the lease agreement for non-payment of rent or for any other reason, the Landlord agrees to give notice to the Tenant giving the Tenant the right to cure the issue(s). If the Tenant does not cure the issue(s) within the amount of time stated in the notice, the Landlord has the right to take legal action.
- XXI. Notice of Quiet Enjoyment** – During the term of the lease agreement, the Tenant has the right of quiet enjoyment of the Premises.
- XXII. Eminent Domain** – The lease automatically becomes void if the Premises are taken by eminent domain. During the process, the Tenant will have the right to claim:
- Value of the Lease Agreement
  - Loss of Business Revenue
  - Moving and Relocation Expenses
- XXIII. Holding Over** – If the Tenant remains in possession of the Premises after the lease agreement ends, the tenancy shall continue on a month-to-month, to “Tenancy at Will” basis unless the Landlord gives notice for the Tenant to vacate.
- XXIV. Disagreements During the Lease Period** – If a disagreement arises during the lease period, the following actions shall take place:

Check All That Apply

\_\_\_ Litigation – If a dispute arises from either the Landlord or Tenant; the parties have the right to take the matter to the court under the Premises’ jurisdiction.

\_\_\_ Mediation with Possible Litigation – If there is a dispute between the Landlord and Tenant, all parties agree to attempt to come to an agreement through the use of an agreed upon mediator.

- It is agreed that the cost(s) involved in hiring the mediator shall be shared equally and that each party shall cooperate in a good faith attempt to reach a resolution. Both parties agree that they shall allow the mediator thirty (30) days from the first (1<sup>st</sup>) meeting to reach a compromise before going to court.

\_\_\_ Mediation with Possible Arbitration – If there is a dispute between the Landlord and Tenant; all parties agree to attempt to come to an agreement through the use of an agreed upon mediator.

- It is agreed that the cost(s) involved in hiring the mediator shall be shared equally and that each party shall cooperate in a good faith attempt to reach a resolution. Both parties agree that they shall allow the mediator thirty (30) days from the first (1<sup>st</sup>) meeting to reach a compromise before going to the arbitrator.

- The arbitrator selected will be a third (3<sup>rd</sup>) party to be mutually agreed upon. The arbitrator shall decide all costs directed towards hiring the arbitrator.

The Landlord shall not have to attend the mediation or arbitration process unless Tenant is current with the rental payments, either submitting to the Landlord directly or depositing the funds in an escrow account.

**XXV. Additional Agreements** – Landlord and Tenant additionally agree to the following: \_\_\_\_\_  
The Town of Hermosa has the right to park city vehicles plus utilize the building for storing town property on an as needed basis.

**Entire Lease Agreement** – This document supersedes any other writings in relation to the Premises and has authority over any oral agreements made between the Landlord and Tenant.

**XXVI. Successors and Assignees** – All assignees of the parties including heirs, successors, or anyone else that may be considered is mutually bound by this lease agreement

**XXVII. Notices** – All notices in relation to the Premises or this lease agreement shall be in writing and delivered to the following address below via Certified Mail with Return Receipt:

**Landlord** - \_\_\_\_\_  
Town of Hermosa  
\_\_\_\_\_  
P.O.Box 298  
\_\_\_\_\_  
Hermosa, SD 57744  
\_\_\_\_\_

**Tenant** Brad Westergard, 106 2<sup>nd</sup> Street, PO Box 408, Hermosa, SD 57744

**XXVIII. Governing Law** – This lease agreement will be governed by and construed in accordance with the laws in the State of South Dakota.

**XXIX. Counterparts and Modifications**

- The Landlord and Tenant agree that they shall sign several identical counterparts of this lease and any fully signed counterpart shall be treated as an original.
- Only writing(s) signed by the party against whom such a modification is sought to be enforced shall modify this lease.

**XXX. Waiver** – If either Landlord or Tenant waives any term or provision of this lease at any time, that waiver will be effective only for the specific instance and specific purpose for which the waiver was given. If either party fails to exercise or delays exercising any of its rights or remedies under this lease, that party retains the right to enforce that term or provision at a later time.

**XXXI. Early Termination** – The landlord and/or the tenant X \*has \_\_\_ does not have the option to terminate the lease.

\*The landlord shall allow the tenant to quit or terminate the lease via a penalty of zero Dollars (\$ 0.00 ).

In addition, the landlord and/or tenant must provide written notice to the address state in Section XXVIII within least 30 days \_\_\_ months of the intended end date.

**XXXII. Severability** – If any court determines that any provision of this lease is invalid or unenforceable, any invalidity or unenforceability will affect only that provision. It will not make any other provision of this lease invalid or unenforceable, and shall be modified, amended, or limited only to the extent necessary to render it valid and enforceable.

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**Signatures**

**Landlord**

**Tenant**

Name: \_\_\_\_\_  
Vicki Henrichsen, Town Board President

Name: \_\_\_\_\_  
Brad Westergard

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

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

\_\_\_ **Personal Guaranty** – Upon my authorization of this agreement, I personally guarantee the performance of all financial obligations under this lease.

\_\_\_\_\_  
Brad Westergard

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

ATTEST:

\_\_\_\_\_  
Gail Boddicker, Finance Officer

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

***ONE MILE  
EXTRATERRITORIAL AREA  
POLICY AGREEMENT***

Between

***CUSTER COUNTY, SOUTH DAKOTA***

And the

***TOWN OF HERMOSA, SOUTH DAKOTA***

**CUSTER COUNTY, SOUTH DAKOTA**  
**RESOLUTION \_\_\_\_\_**

A RESOLUTION AUTHORIZING THE CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS TO SIGN AND THE COUNTY AUDITOR TO ATTEST TO AN AGREEMENT BETWEEN CUSTER COUNTY, SOUTH DAKOTA AND THE TOWN OF HERMOSA, SOUTH DAKOTA ESTABLISHING POLICIES FOR DEVELOPMENT OF LAND WITHIN THE EXTRATERRITORIAL AREA OF TOWN OF HERMOSA IN CUSTER COUNTY.

WHEREAS, two (2) or more local governments enabled under Section 1-24-3 of the South Dakota Codified Law to enter into agreements to cooperate for the mutual advantage of the governments involved; and

WHEREAS, Custer County deems a land use policy agreement with the Town of Hermosa for orderly growth and development within the extraterritorial jurisdiction of the Town of Hermosa within Custer County, to be to the mutual advantage of the Town of Hermosa and Custer County.

NOW THEREFORE BE IT RESOLVED, that the Board of County Commissioner of Custer County hereby authorizes the Chair of the Board of County Commissioners to sign and the County Auditor to attest to the attached Agreement between Custer County and the Town of Hermosa establishing land use policies for the extraterritorial jurisdiction of the Town of Hermosa in Custer County.

Passed and approved this \_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Board of County Commissioners Chair

ATTEST:

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

**TOWN OF HERMOSA, SOUTH DAKOTA  
RESOLUTION \_\_\_\_\_**

A RESOLUTION AUTHORIZING THE PRESIDENT OF THE BOARD OF THE TOWN OF HERMOSA TO SIGN AND THE TOWN ADMINISTRATOR TO ATTEST TO AN AGREEMENT BETWEEN CUSTER COUNTY, SOUTH DAKOTA AND THE TOWN OF HERMOSA, SOUTH DAKOTA ESTABLISHING POLICIES FOR DEVELOPMENT OF LAND WITHIN THE EXTRATERRITORIAL AREA OF THE TOWN OF HERMOSA THAT IS LOCATED WITHIN CUSTER COUNTY.

WHEREAS, two (2) or more local governments enabled under Section 1-24-3 of the South Dakota Codified Law to enter into agreements to cooperate for the mutual advantage of the governments involved; and

WHEREAS, the Town of Hermosa deems a land use policy agreement with Custer County for orderly growth and development within the extraterritorial jurisdiction of the Town of Hermosa within Custer County, to be to the mutual advantage of the Town of Hermosa and Custer County.

NOW THEREFORE BE IT RESOLVED, that the Town Council of the Town of Hermosa hereby authorizes the Town of Hermosa to sign and the Town Administrator to attest to the attached Agreement between Custer County and the Town of Hermosa establishing land use policies for the extraterritorial jurisdiction of the Town of Hermosa in Custer County.

Passed and approved this \_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Town Administrator

**EXTRATERRITORIAL AREA POLICY AGREEMENT  
BETWEEN CUSTER COUNTY AND THE TOWN OF HERMOSA, SOUTH DAKOTA**

THIS AGREEMENT is entered into pursuant to Section 1-24-3 of the South Dakota Codified Law by and between Custer County, South Dakota, a local government in the state of South Dakota, and the Town of Hermosa South Dakota, a local government in the state of South Dakota, to wit:

WHEREAS, the Custer County Board of Commissioners support the preparation and adoption of development plans and agreements between County and the Town regarding the municipality and its environs; and

WHEREAS, the Town of Hermosa Comprehensive Plan outlines the extent of urban development expected in the future and projects annexation of extraterritorial areas; and

WHEREAS, it is in the interest of Custer County and the Town of Hermosa to establish policies for the orderly growth and development within the extraterritorial jurisdiction of the Town of Hermosa within Custer County; and

WHEREAS, CUSTER County and Town of Hermosa mutually agree that such policies are necessary in order to more effectively and economically provide services for future growth and development.

NOW THEREFORE, the parties hereto agree for themselves and their respective successors as follows:

**I. INTENT, DEVELOPMENT AREA ESTABLISHMENT, AND IMPLEMENTATION MEASURES.**

The parties accept and agree to the following development policies and implementation measures regarding annexation, zoning, and subdivision review of areas located within the extraterritorial jurisdiction of the Town of Hermosa in Custer County.

**A. Statement of Intent.**

In order to facilitate the purposes of Chapter 11-2, 11-3, 11-4, and 11-6 of the South Dakota Codified Law (SDCL) and to further the policy of this State to provide for accurate, clear, and concise legal descriptions of real estate in order to prevent, whenever possible, land boundary disputes or real estate title problems; to provide for a balance between land use rights of individual landowners and the economic, social, and environmental concerns of the public when a town or county is developing or enforcing land use regulations; to provide for statewide, uniform procedures and standards for the platting of land while allowing the widest possible latitude for cities and counties to establish and enforce ordinances regulating the division and use of land; to encourage orderly community development and provide for the regulation and control of the extension of public improvements, public services, and utilities, the improvement of land, and the design of subdivisions consistent with approved community plans.

This Agreement was developed in the interest of providing for orderly and effective development patterns in those areas of Custer County within the extraterritorial jurisdiction of the Town of Hermosa. It also hopes to define how services will be provided for such development at the least cost to all of the citizens of Custer County. The Town of Hermosa and Custer County agree, as provided in Chapter 11 of the SDCL, to the following development policies and implementation measures regarding annexation, zoning, and subdivision review for various designated areas outlined herein.

This Agreement, authorized in 1-24-3 of the SDCL, between Custer County and the Town of Hermosa will pertain to the extraterritorial jurisdictional area of the Town of Hermosa located within Custer County, as shown in Exhibit A.

**B. Development Areas.**

**Area #1. Adjacent and Contiguous.**

*Development type:*

Developments that are intended to be served by municipal utilities and are to be constructed to Town subdivision and design standards. It is probable that development in this area is in conjunction with annexation and reclassified into the appropriate Town zoning district.

*Policy:*

Primary Land Use: ..... Residential and Highway Commercial  
Sewer: ..... Town Subdivision and Design Standards are Required.  
Parcels not intended to connect to a public system shall have a septic system permitted and approved by the County.  
Water: ..... Town Subdivision and Design Standards are Required.  
Streets: ..... Town Subdivision and Design Standards are Required.  
Public Road to Subdivision: ..... Asphalt.  
Land Use/Zoning: ..... Town.  
Construction Permitting/Code: .... Town review, Building permits issued by the County.  
Design Standards: ..... Town.  
Subdivision Standards: ..... Town.  
Annexation: ..... At the time of Subdivision and Extension of Municipal Services.

Plat Reviewed by: ..... Town, with County comments and recommendations to Town for Final Approval. Combined County/Town Subdivision and Design Standards are required with the most stringent or appropriate based on development type and location. County recommendation for approval/denial may be overruled by a 2/3 vote of the Town Council membership.

*Implementation:*

- Land Use/Zoning requests shall be submitted to and approved by the Town. The Town shall provide the County with the opportunity to comment and make recommendations on all requests for conformance with the policies established for this development area.
- Town subdivision regulations and design standards will be applied to regulate development. The Town will provide the County with the opportunity to comment and make recommendations on all requests for conformance with the policies established for this development area.
- Annexation of, or within, this area is required if the Town provides services during the term of this Agreement, and shall be concurrent with individual subdivision activity and with the extension of utility systems.

*Geographic areas:*

See Exhibit A, which is attached and made part of this Agreement.

**Area #2. Non-Contiguous Within One Mile.**

*Development type:*

Development served either by a common water system, individual private wells, common sewage treatment facility, and/or individual septic system. Smaller lots may be permitted in the event that either a common water system or a common sewage treatment facility is required. The location of these properties is such that they are not beyond a reasonable expectation of future annexation by the Town.

*Policy:*

Primary Land Use: .....Rural Residential  
Sewer:.....Septic System permitted and approved by the County and/or  
Common Sewer Collection and Treatment Facilities that are  
consistent with South Dakota Department of Environment and  
Natural Resources (DENR) and County standards.  
Water:.....Private Wells and/or Common Water Distribution and Treatment  
Facilities which are consistent with DENR and County standards.  
Streets:.....Combined Subdivision and Design Standards are Required.  
Land Use/Zoning:.....County.  
Construction Permitting: .....County.  
Design Standards:.....County.  
Subdivision Standards: .....County/Town Combined.  
Annexation: .....Not Required.  
Plat Reviewed by:.....Town, with County comments and recommendations to Town for  
Final Approval. Combined County/Town Subdivision and Design  
Standards are required with the most stringent or appropriate based  
on development type and location. County recommendation for  
approval/denial may be overruled by a 2/3 vote of the Town  
Council membership.

*Implementation:*

- Land Use/Zoning requests shall be submitted to and approved by the County. The County shall provide the Town with the opportunity to comment on all requests for conformance with the policies established for this development area.
- Both the County and the Town subdivision and design standards shall be applied in order to evaluate and regulate development. The Town shall provide the County with the opportunity to comment on all requests for conformance with the policies established for this development.
- Annexation of significant portions of this area is not anticipated during the term of this Agreement. However, in the event of annexation within this area, municipal design standards will be applied so as to facilitate municipal services.

*Geographic areas:*

See Exhibit A, which is attached and made part of this Agreement.

## **II. ADMINISTRATIVE POLICIES.**

Custer County, referred to as the County, and the Town of Hermosa, referred to as the Town, accept and agree to the following Administrative Policies, which will be used to implement this Agreement:

Zoning regulation, as a rule, is the County's prerogative while subdivision regulation in these areas comes under the County and Town's authority. Annexation is under exclusive rule of the Town. Each of these activities, however, affects both jurisdictions and has produced a clear and pressing need for coordination and joint administration. To that end, the County and the Town agree to the following procedures for administration of land use regulations.

### **A. Zoning Regulation:**

Zoning regulation for all of the unincorporated areas of Custer County shall remain under the authority of the Custer County Land Use Ordinance and the provisions of Chapters 11-2 of the SDCL, as amended.

Each request for zoning property within areas specified in this Agreement shall be forwarded to the Town for comment prior to the public hearing before the County Planning Commission. Any zoning change will conform to the policies identified for the area in which the requested change is located.

### **B. Subdivision Regulations:**

Subdivision of land within the extraterritorial jurisdiction of the Town of Hermosa within Custer County shall be required to conform to either the subdivision and design standards of the County or Town in accordance with the area policies and implementation measures specified in this Agreement. Persons wishing to subdivide land within Area #1, as specified in this Agreement, shall be required to file a subdivision application with the Town. Although the Town design standards are required for subdivision in Area #1, each request will be forwarded to the County for review, comment and recommendation prior to the public hearing of the Town Planning and Zoning Commission. Persons wishing to subdivide land within Area #2, as specified in this Agreement, shall also be required to file a subdivision application with the Town. Both the Town and the County design standards will be applied for subdivision in Area #2, each request will be forwarded to the County for review and comment prior to the public hearing before the Town Planning and Zoning Commission. Persons wishing to subdivide land within Area #3, as specified in this Agreement, shall be required to file a subdivision application with the County. Although County design standards are required for subdivision in Area #3, each request will be forwarded to the Town for review and comment prior to the public hearing before the County Planning Commission. For the purposes of this Agreement, property line adjustments and parcel splits shall be considered a subdivision action.

### **C. Annexation:**

The Town of Hermosa will annex territory only in accordance with the policy statements and implementation measures specified in this Agreement and consistent with State law. Requests for annexation, within the areas covered under this Agreement, will be forwarded to the County, for comment, prior to consideration by the Town Planning and Zoning Commission or Town Council.

### **D. Development in Several Areas:**

If a subdivision is located in two (2) different development areas, the policy and procedures of the most restrictive shall apply. For the purposes of this Agreement, Area #1 shall be considered the most restrictive and Area #2 shall be considered the least restrictive.

**III. REVIEW AND AMENDMENT.**

The Chair of the Custer County Board of Commissioners and the President of the Town Board of Hermosa shall initiate a review of the area development policies, implementation measures, and administrative policies each year during the term of this Agreement. Either party to this Agreement shall consider amendments to this Agreement in a manner similar to its initial adoption.

**IV. EFFECTIVE DATE AND RECORDING.**

This Agreement shall become effective upon acceptance and execution of the parties, and shall be in effect for a period of five (5) years. This Agreement may be modified and extended by the written mutual consent of the parties.

This Agreement shall be filed with the Secretary of the State of South Dakota, and with the Custer County Recorder in accordance with Chapter 1-24-6 of the SDCL, as amended.

**CUSTER COUNTY, SOUTH DAKOTA**

BY: \_\_\_\_\_  
Board of County Commission Chair

ATTEST: \_\_\_\_\_  
County Auditor

Dated this \_\_\_ day of \_\_\_\_\_, 2021.

**Custer, South Dakota**

BY: \_\_\_\_\_  
President of Board, Town of Hermosa

ATTEST: \_\_\_\_\_  
Town Administrator, Town of Hermosa

Dated this \_\_\_ day of \_\_\_\_\_, 2021.

709-8



Prepared by: Dan Miller  
24661 Turkey Ridge Road  
Hermosa, SD 57744  
608-787-0412

STATE OF SOUTH DAKOTA,  
COUNTY OF CUSTER-SS 64338  
Filed this 10 Day of Feb 2014 at 2:45 O'clock ~~PM~~  
BOOK 45 OF MISC PAGE 162  
/s/ A. Bell  
REGISTER OF DEEDS FEE \$30<sup>00</sup> PD 600 DEPUTY

**PERMANENT UTILITY EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT**

For and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Marvin Bishop and Judy Bishop does hereby grant to the town of Hermosa, South Dakota, a perpetual easement, subject to the conditions herein set forth and as herein described.

The property subject to this permanent utility easement is legally described as:

SW 1/4 NE 1/4 NE 1/4 SE 1/4 of Section 30, T2S, R8E, BHM, Custer County, South Dakota

And

NW 1/4 NE 1/4 NE 1/4 SE 1/4 of Section 30, T2S, R8E, BHM, Custer County, South Dakota

Such easement shall be located as shown on attached exhibit 5 and shall include the right of ingress and egress to construct, operate, maintain and repair of a water & sewer main upon said property. The permanent utility easement shall be twenty feet (20') in width with a temporary forty foot (40') wide easement for initial construction.

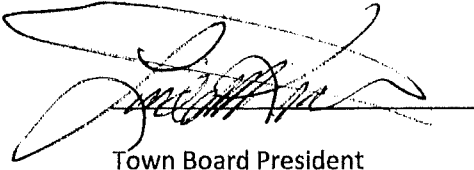
This Easement revokes & vacates easement document # 61650 recorded March 20<sup>th</sup> 2013 in book 44 of miscellaneous page 709.

The Town of Hermosa agrees to perform all maintenance, repairs, construction or reconstruction of the water & sewer main in a proper workmanlike manner and as reasonably possible, return the property surface to a condition as it existed before construction.

Dated the 6 day of December, 2013

TOWN OF HERMOSA

PROPERTY OWNERS

  
Town Board President

Marvin Bishop  
Judy Bishop  
Marvin Bishop and Judy Bishop

STATE OF SOUTH DAKOTA )

COUNTY OF CUSTER )

On this the 7<sup>th</sup> day of February, 2019, before me, the above signed ,  
Linda Kramer Hermosa Board President, known to me or satisfactorily proven to be the person  
whose name is subscribed to the within instrument and acknowledged that she executed the same  
for the purposes therein contained.

In Witness Whereof, I have hereunto set my hand and official seal.



Notary Public

A handwritten signature in black ink, appearing to read "Shanna R. Harris", written over a horizontal line.

My commission expires:

2/5/19

STATE OF SOUTH DAKOTA )

COUNTY OF CUSTER )

On this the 6 day of December, 2013, before me, the above signed owners, appeared Marvin Bishop and Judy Bishop, known to me or satisfactorily proven to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

In Witness Whereof, I have hereunto set my hand and official seal.

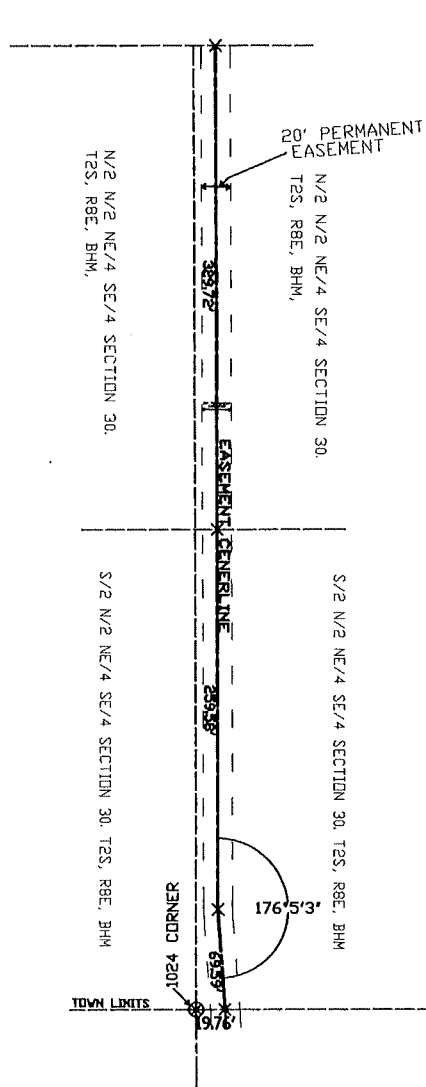
Notary Public *[Signature]*

My commission expires: 4/24/18

(SEAL)

# EXHIBIT "C"

UTILITY EASEMENT LOCATED IN THE  
 E/2 SE/4 NE/4 SE/4 SECTION 30, T2S, R8E, BHM, and  
 E/2 W/2 SE/4 NE/4 SE/4 SECTION 30, T2S, R8E, BHM,  
 CUSTER COUNTY, SOUTH DAKOTA



12 NOV. 2013  
 SCALE 1" = 100'

### LEGEND

- ⊗ Found rebar
- × Centerline Angle Point - not nonumented
- Easement centerline ————
- Easement ROW line - - - -

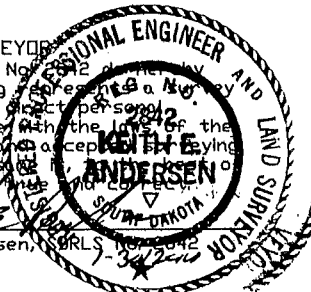
### BASIS OF BEARING

Localization to control provided for  
 Job No. 12-E23.

PREPARED BY:  
 ANDERSEN ENGINEERS, INC.  
 P.O. BOX 446  
 EDMONTON, SOUTH DAKOTA 57735  
 (605) 662-5500

CERTIFICATION OF SURVEYOR  
 I, Keith Andersen, SDRLS No. 12-E23, do hereby certify that this drawing represents a true and correct copy of the original as made by me or under my direct personal supervision in accordance with the laws of the State of South Dakota and accepted surveying practice, and that the same are true to my knowledge and belief.

Keith Andersen, SDRLS No. 12-E23





## SOUTH DAKOTA BUILDING OFFICIALS ASSOCIATION

# ICC Code Officials Institute Program

### SIGNIFICANT CHANGES TO THE 2021 INTERNATIONAL BUILDING CODE

This seminar identifies and reviews selected significant changes from the 2018 International Building Code (IBC) to the 2021 edition. It familiarizes building officials, fire officials, plans examiners, inspectors and design professionals with many important revisions that are found in the 2021 IBC. It also assists code users in the application and intent of each change. Finally, it addresses those code changes selected due to their frequency of application, special significance or change in application. This course, based on the publication Significant Changes to the International Building Code 2021 Edition, focuses primarily on the fire- and life-safety aspects of the 2021 IBC.

Upon completion of this seminar, participants will be better able to:

- Identify the most significant differences between the 2018 IBC and the 2021 IBC.
- Identify current provisions that have been clarified in the 2021 edition.
- Identify key changes in organization and format.
- Identify applicability to design, plan review and activities.

### LOCATION AND TIMES

**Rapid City**  
**Tuesday, April 6**  
8:00 a.m.-12:00 p.m.  
1:00-4:00 p.m.

Rushmore Plaza  
Holiday Inn  
505 N. Fifth St.

**Sioux Falls**  
**Thursday, April 8**  
8:00 a.m.-12:00 p.m.  
1:00-4:00 p.m.

Best Western Plus  
Ramkota Hotel  
3200 W. Maple St.

### SPEAKER

Douglas W. Thornburg, AIA, CBO, is currently Vice-President and Technical Director of Products and Services for the International Code Council (ICC) where he provides administrative and technical leadership for the ICC product development activities.

Prior to employment with ICC in 2004, he was in private practice as a code consultant and educator on building codes for nine years. Doug also spent ten years with the International Conference of Building Officials (ICBO) where he served as Vice-President/Education. In his current role, Doug also continues to create and present building code seminars nationally and has developed numerous educational texts and resource materials.



### EDUCATION CREDITS

The ICC has been recognized by the American Institute of Architects Continuing Education System (AIA/CES). The seminar provides 6 hours of Learning Units (LU's) or 0.6 Continuing Education Units (CEU's).

### QUESTIONS?

Butch Warrington  
Chief Building Official  
City of Sioux Falls  
605-367-8667

Dave St. Pierre  
CodeWorks  
605-209-3030

### REGISTRATION

\$82 for SDBOA members  
\$105 for Non-Members

Registration is due by Thursday, March 25, 2021.

No refunds will be given after March 25, 2021,  
unless in the event that the class must be canceled.

*Sponsored by South  
Dakota Building  
Officials' Association  
and the Upper  
Great Plains Region  
III chapter of the  
International Code  
Council*

SOUTH DAKOTA BUILDING OFFICIALS ASSOCIATION

# ICC Code Officials Institute Program

NAME(S) \_\_\_\_\_

ADDRESS 1 \_\_\_\_\_

ADDRESS 2 \_\_\_\_\_

CITY AND STATE \_\_\_\_\_

ZIP CODE \_\_\_\_\_

EMAIL \_\_\_\_\_

PHONE \_\_\_\_\_

LOCATION

RAPID CITY \_\_\_\_\_

SIoux FALLS \_\_\_\_\_

REGISTRATION FEES

SDBO MEMBERS - \$82 \_\_\_\_\_  
NO. OF PERSONS

NON-MEMBERS - \$105 \_\_\_\_\_  
NO. OF PERSONS

Registration deadline is Tuesday, March 25

No refunds will be given after March 25, 2021,  
unless in the event that the class  
must be canceled

Make checks payable to  
"South Dakota Building Officials"

Return this registration form and payment to:

SD Building Officials  
SD Municipal League  
208 Island Drive  
Ft. Pierre, SD 57532

*Online registration will not be available this year,  
we apologize for the inconvenience.*