

HERMOSA TOWN BOARD
WORK SESSION
Wednesday, October 10, 2023
Following Planning & Zoning



- 1) **ROLL CALL:**
 - A. BOT Roll Call: Ferguson, Henrichsen, Holsworth, Kramer, Styles
 - B. P&Z Roll Call: Harris, Klaski, & Waltman
 - C. Acknowledgement of other attendees

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

- 3) **CONFLICT OF INTEREST DECLARATION:**

- 4) **WORK SESSION ITEMS:**
 - A. Shorb's easement requirements owed to them by town
 - B. Town Permits:
 Delegation of signing permits
 - C. Shop Lease

- 5) **ITEMS FROM CITIZENS:** No action will be taken by the board on any issue related without being first placed on a future agenda, by the board, to allow for proper notice. (Reserved time for public comment is 15 minutes). Meetings of the Board of Trustees are open to the public. The audience will be allowed to comment on specific agenda items during the time allotted on the agenda for those items, according to established procedures of the Board. This is a time for members of the public (citizens, business owners, and those living within one mile of the town limits) to express concerns or discuss issues having relevance to the town. Anyone wishing to address the Town Board during this time shall be asked to stand and identify themselves after being recognized by the Board President.

- 6) **TRUSTEE INPUT:**

- 7) **ADJOURN:**
Motion by _____; Second by _____ to adjourn the meeting at _____ PM.

From: bridget shorb

Sent: Sunday, June 13, 2021 11:19 PM

To: ron.bengs@interstateeng.com; Gail Boddicker; ian@rennerassoc.com; johnpreston0555@gmail.com; geoaire95@gmail.com

Subject: Easement and Annexation

To Town of Hermosa;

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

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

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

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

Town of Hermosa

230 Main, PO Box 298
Hermosa, SD, 57744
Phone (605) 255-4291



Hermosa, SD Permits

Permits

Commercial Building
Conditional Use
Demolition
Digging/Grading
Flood Plain Development
Hen
Informational
Manufactured Home Moving
Mobile Home Relocation
Residential Building
Sign
Transient Vendors
Water Connection
Wastewater Connection

OTHER

Contractor's License
Subdivision Plat
Variance
Zoning Application
Complaint Form
Stop Work Order
Petition to Vacate Public ROW

Town of Hermosa

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

COMMERCIAL BUILDING / REMODELING PERMIT APPLICATION

(This Building Permit is Valid for One Year-----Please See Page 2 for Exceptions)

DATE _____ PERMIT # _____

Receipt # _____	Cash _____	Check # _____	Amount _____	(\$75.00)
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Is Property in the Flood Plain? Yes No Zoning District _____

IF YES – YOU NEED A FLOODPLAIN DEVELOPMENT PERMIT

ALL PLANS TO BE PREPARED, SEALED AND SIGNED BY A REGISTERED ENGINEER OF SOUTH DAKOTA!!

Property Owner Names(s): _____
Mailing Address _____
City _____ State _____ Zip _____
Phone # Home _____ Work _____
Building address if different than mailing address: _____
Email: _____

LEGAL DESCRIPTION:

Subdivision name: _____ Lot# _____ Block _____ Lot size _____
Zoning District _____

CLASS OF WORK TO BE DONE:

New structure Demolition Remodel Addition

Proposed Use of Building: _____

Building Area (Sq. Ft.): _____ Height: _____ # of Units: _____

No. of Stories: _____ No. Bathrooms: _____ Deck: _____ Deck Area (Sq. Ft.): _____

TYPE OF USE:

Commercial Accessory Other _____

CONTRACTOR INFORMATION:

Contractors must all be registered with the Town of Hermosa

General Contractor (Project POC\responsible party): _____	Phone: _____
Structural Contractor _____	Phone _____
Electrical Contractor _____	Phone _____
Plumbing Contractor _____	Phone _____
Heat/Mechanical _____	Phone _____
Excavation Contractor _____	Phone _____
Landscape 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?

Parcel #

OFFICE USE ONLY

Are signs to be constructed: YES / NO

(If yes, a detailed drawing and sign permit are required)

Current utilities on site: Gas Water Electricity Municipal Sewer Septic

Proposed utilities: _____

Describe Work: _____

TOTAL COST ESTIMATE OF IMPROVEMENTS: \$ _____

TOTAL SQUARE FOOTAGE OF PROJECT _____

Every permit issued by the Planning Administrator under the provisions of this code shall expire by limitation and become null and void if the building or work authorized by such permit is not 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 filling 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.

I understand Permit application fees are due upon submittal and are non-refundable. Final fees are based upon building calculations and are due and payable when permit has been approved. Permits are reviewed by the town engineer; those expenses will be included with the permit fees and applicant will be responsible for those expenses.

A CERTIFICATE OF OCCUPANCY MUST BE OBTAINED BEFORE OCCUPYING STRUCTURE.

Signature(s) Of Owner(s) (If Owner Builder) 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: \$75.00 DATE PAID: _____	DATE PERMIT ISSUED: _____

COMMERCIAL SURVEY/SITE PLAN REQUIREMENTS

Incomplete plans will be returned to applicant for resubmission when complete.

General

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

- A. Show North arrow
- B. Property lines showing survey pin.
- C. Lot and Block number (legal description)
- D. 911 Address
- E. Zoning district
- F. Zoning of adjacent lots and Street names of adjacent streets.
- G. Locations of ingress and egress access.
- H. Number of parking spaces.

2. Dimensions of lot, including square footage, (verified by Plat)

- A. Setback footages, front, rear, and side yards from property line to structure.
- B. Easements, existing and proposed
- C. Contours, existing and proposed

3. Complete structural information

- A. Locations of all existing buildings on lot
- B. Location of proposed building/addition
- C. Type of construction and use
- D. Floor area, height, stories, rest rooms, ADA compliant
- E. Footing and Foundation Plan
- F. Wall section and Full sections.
- G. Complete Mechanical Floor Plan.

Drainage

1. Grade elevations representing all contours at the following locations:

- A. Each corner lot (existing and proposed)
- B. Elevation of grade at foundation and top of foundation of structures on adjacent lots
- C. Elevation of grade at foundation, top of foundation and garage floor of proposed new construction.
- D. Elevation of lowest point of entry (ex: Door sill or top of window well)
- E. Lowest floor elevation
- F. Placement and method of erosion control
- G. Drainage with flow direction arrows
- H. Fire Plan, Sprinklers, Alarms, Closest Hydrant

ADA Requirements

1. Parking and exterior routes,

- A. Handicapped Parking as per ADA guidelines. Van Accessible.
- B. Required number of handicapped spaces
- C. Handicapped assessable entrance and restroom

Utilities

1. Complete utility plan

- A. Sewer Mains, existing and proposed, with size and cleanout location.
- B. On-Site Wastewater Disposal System application (if applicable)
- C. Water Service Lines, existing and proposed, with size, type, and curb stop.
- D. Location of Fire Hydrants, existing and proposed, Fire service lines, existing and proposed
- E. Location of all easements, as shown on record plats, 100 year Flood Plain (as per FEMA MAP) Sewer mains, Water mains, Elect., Gas & Phone locations.

All plans are required to comply to applicable codes as adopted by the governing entity.

A security bond may be required in sufficient amount to cover the costs of all required improvements.

Numbers you should know:	Town of Hermosa	605-255-4291
	Chuck Ferguson Building Inspections	605-390-0045
	Leah Berg Engineer	605-716-4646
	One Call Utility locator	800-781-7474

Town of Hermosa

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

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

Email: town@hermosasd.com

DATE _____

PERMIT # _____

Receipt # _____ Cash _____ Check # _____ Amount _____ (\$50.00)

** PLEASE INCLUDE TO-SCALE DRAWINGS **

APPLICATION CONDITIONAL USE PERMIT

Applicant _____

Physical Address _____

Mailing Address _____

Email _____

Daytime Phone _____ Evening Phone _____

Owner of Property (if different from applicant) _____

Owner Address _____

Permitted conditional use Requested:

Legal Description _____

Length of Time Permit is requested (6 MONTH MAXIMUM) _____

APPLICATION MUST BE APPROVED BY THE HERMOSA PLANNING AND ZONING COMMITTEE AND THE BOARD OF TRUSTEES PRIOR TO START OF PROJECT.

By signing below, I acknowledge that I have read and understand all requirements for a Permitted Conditional Use Permit.

Signature of Applicant

Date

P & Z COMMITTEE

Name: _____

Title: _____

Signature: _____

Date: _____

BOARD OF TRUSTEES

Name: _____

Title: _____

Signature: _____

Date: _____

Application Fee: _____ Date Paid: _____ Issue Picked Up: _____

"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)."

Parcel #

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

DEMOLITION PERMIT APPLICATION

Date _____

Permit # _____

Receipt # _____	Cash _____	Check # _____	Amount _____	(\$25.00)
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Name (Structure Owner) _____ Phone: _____

Contact Address: _____

Email: _____

Address of Project/Relocation: _____

Legal Description: _____

*Contractor Name: _____ Phone: _____

***Contractors must all be registered with the Town of Hermosa**

Contact Name: _____

Address: _____

Type Of Construction: Wood () Block () Metal () Pole () Mobile () Modular () Other: _____

Type Of Use: Residential () Accessory () Addition () Commercial () Other: _____

Description of Project: _____

Current Site Sewage Disposal System? Yes No ___ Private ___ Public

Information Water Supply System? Yes No ___ Private ___ Public

Utilities Disconnected? Yes No

Asbestos Present Yes No

Asbestos Inspection Yes Date: _____ No

Inspector: _____ Phone: _____ Address: _____

Asbestos Abatement Yes Date: _____ No

Contractor: _____ Phone: _____ Address: _____

Mobile Home Identifying Information

Name on Title: _____ Serial #: _____ Year: _____ Size: _____ X _____

Manufacturer: _____ Model: _____ Decal #: _____

Demolition and Clean Up to Be Completed on Or Before: _____

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

Signature of Applicant _____ Date _____

<p>Planning and Zoning Commission</p> <p><input type="checkbox"/> Approved <input type="checkbox"/> Denied</p> <p>Name: _____</p> <p>Title: _____</p> <p>Signature: _____</p> <p>Date: _____</p> <p>Application Fee: \$25.00 Date Paid: _____</p>	<p>Hermosa Board of Trustees</p> <p><input type="checkbox"/> Approved <input type="checkbox"/> Denied</p> <p>Name: _____</p> <p>Title: _____</p> <p>Signature: _____</p> <p>Date: _____</p> <p>Date Permit Issued: _____</p>
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Parcel # _____
OFFICE USE ONLY

"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)."

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Is Property in the Flood Plain? ___ Yes ___ No Zoning District _____

IF YES – YOU NEED A FLOODPLAIN DEVELOPMENT PERMIT

DIGGING/GRADING PERMIT

DATE _____	PERMIT # _____
Receipt # _____ Cash _____ Check # _____ Amount _____ (\$50.00) up to 100CY \$20.00 each additional 100 CY	

Name _____
Lot Address _____
Mailing Address _____ Email _____
Legal Description _____
Telephone # _____ Cellphone # _____
Contractor _____ Phone# _____

Contractors must all be registered with the Town of Hermosa

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

Quantity of Grading or Excavation: _____ Cubic Yards Area to be disturbed by proposed work: _____ 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 _____ 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).

Relationship to Property: ___ Owner ___ Contractor ___ Owners Representative

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

Signature

Date

PLANNING AND ZONING COMMISSION	
<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
NAME: _____	
TITLE: _____	
SIGNATURE: _____	
DATE: _____	
APPLICATION FEE: \$50.00 DATE PAID: _____	

HERMOSA BOARD OF TRUSTEES	
<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
NAME: _____	
TITLE: _____	
SIGNATURE: _____	
DATE: _____	
DATE PERMIT ISSUED: _____	

Parcel #

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

FLOODPLAIN DEVELOPMENT PERMIT APPLICATION INFORMATION

AES No.:

DATE _____

PERMIT # _____

Receipt # _____	Cash _____	Check # _____	Application Fee <u>\$100.00</u>
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***Please be advised all permits are reviewed by the town engineer; those expenses will be included with the permit fees and applicant will be responsible for those expenses.

OWNER _____ TELEPHONE _____

ADDRESS _____

EMAIL _____

CONTRACTOR _____

ADDRESS _____

PROJECT LOCATION/DIRECTIONS _____

PROJECT DESCRIPTION

_____ Single Family Residential	_____ New Construction	_____ Channelization
_____ Multi-Family Residential	_____ Substantial (>50%) Improvements	_____ Fill
_____ Manufactured (Mobile) Home Nonresidential	_____ Improvements (<50%)	_____ Bridge/Culvert
	_____ Rehabilitation	_____ Levee

Other/Explanations _____

Project Valuation: _____

Market Value of Structure: _____

FLOOD HAZARD DATA

Watercourse Name _____

The project is proposed in the Floodway _____ Floodway Fringe _____

Base (100-year flood elevations(s)) at project site _____

Elevation required for Lowest Floor _____ NAVD/Floodproofing _____ NAVD

Source Documents: Reports/Maps _____

Parcel # _____

FOR OFFICE USE ONLY

(Lot #, Subdivision, City/Town, State)

COMPLETE IF APPLICABLE TO THIS PROJECT

Does this project involve the placement of an external fuel storage tank? _____
Compliance of FEMA regulation CFR44 60.3, (a) (3) requires that all liquid storage tanks be properly anchored.

Does this project involve the placement of a manufactured/mobile home? _____
Compliance of FEMA regulation CFR44 60.3, (b) (8) requires that all manufactured/mobile homes be properly anchored.

Initial

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

Initial

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

Initial

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

Initial

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

Accepted this _____ day of _____ year _____.

(Applicant)

PROPOSAL REVIEW CHECKLIST

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

PERMIT ACTION

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

Recommendation by Authorized Staff:

Floodplain Administrator's Signature

Date

Comments: _____ See Conditions of Approval – page 4 of 4

COMPLIANCE DOCUMENTATION

_____ MAP REVISION DATA: Certified documentation by a registered professional engineer of as-built conditions for floodplain alterations were received and submitted to FEMA for a flood insurance map revision.

_____ FILL CERTIFICATE: A community official certified the elevation, compaction, slope, and slope protection for all fill placed in the floodplain consistent with NFIP regulations Pare 65.5 for map revisions.

_____ ELEVATION AND FLOODPROOFING CERTIFICATES: The as-built elevation of the building's lowest floor was certified as _____ NGVD; or the building's floodproofings level was certified as _____ NGVD by a registered professional engineer or licensed surveyor and is on file.

_____ CERTIFICATE OF OCCUPANCY OR COMPLIANCE ISSUED ON _____
Date

APPROVAL CONDITIONS

(Lot #, Subdivision, City/Town, State)

NOTES:

1. Lowest Floor must be 1-foot above the BFE per local ordinance.
2. An elevation certificate will be required following construction to verify compliance.
3. All fill must be placed in accordance with FEMA requirements and cannot be placed to raise natural grade above BFE.
4. (Stick Built) Recommend that the enclosed AREA meet FEMA defined crawl space requirements. (See Tech Bulletin 11-01, Fig. 3)
5. (Stick Built) Enclosed space below the BFE must be vented in accordance with FEMA requirements.
6. No Mechanical Equipment is allowed below BFE.
7. Lowest floor of attached garage **must be** above the BFE or will require venting as an enclosed space.
8. Detached Garage is an accessory building and cannot be used for living space and the use cannot be converted at a later time.
9. (Modular) Skirting on modular must meet FEMA definitions of Breakaway Skirting or the enclosed space under the modular must meet FEMA requirements of an Enclosed Area, (Vented).
10. (Modular) Must be Anchored in accordance with FEMA requirements

It is the Owner's and Builder's responsibility to insure ALL FEMA requirements are understood and complied with before beginning construction in the flood plain.

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

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

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

<p style="text-align: center;">PLANNING AND ZONING COMMISSION</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: \$100.00 DATE PAID: _____</p>	<p style="text-align: center;">HERMOSA BOARD OF TRUSTEES</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>
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HEN PERMIT APPLICATION

Town of Hermosa
230 Main Street,
PO Box 298
Hermosa SD 57744

FOR INTERNAL OFFICE USE ONLY

PERMIT # _____

Fee: _____ Payment: Cash _____ Check _____

Town of Hermosa residents interested in keeping chickens must complete the following application.

The application fee of **\$120.00 (8 chickens & under)** or **\$240.00 (9 – 15 chickens)** must be submitted with the application. A survey with a drawing or diagram depicting the placement of the chicken coop and enclosure must accompany the application. Please provide structure details, dimensions and setback measurements. Any building over 160 sq. ft must submit a Residential Building Permit Application and if you reside in the Floodplain, you must submit a Floodplain Development Permit Application. Additional inspections and engineering fees may apply. Permits must be renewed annually in the month of March. Permits expire and become invalid on April 1st of each year.

APPLICANT INFORMATION

NAME _____ EMAIL _____
ADDRESS _____ CITY _____ STATE _____ ZIP CODE _____
PHONE # _____ CELL # _____ OWNER LEGAL AUTHORIZED AGENT

PROPERTY INFORMATION

ADDRESS OF PROPERTY WHERE HENS WILL BE KEPT: _____
NUMBER OF HENS TO BE KEPT ON PROPERTY: _____

This application for:

- Initial Permit Permit Renewal Permit modification

HEN PERMIT APPLICATION PACKAGE CHECKLIST

*Additional information may be required, depending upon circumstances unique to individual applications

Applicants must submit this checklist fully completed with their application. Failure to comply with ALL of the items listed is sufficient reason to deny an application. Failure to maintain a valid permit will result in a violation. Each line must be initialed before submitting a completed application.

- Properties with land size of 0.25 acres (10890 sq ft) can hold up to 8 chickens. For properties sized 1 ac or more up to 15 chickens. Properties under 0.25 acres (10890 sq ft), livestock is prohibited. Only property owners are allowed to apply for livestock permit.

- O Chickens will be kept for egg production purposes ONLY
- O Applicants shall not keep roosters on permitted property
- O Chickens shall be housed in a secure and well-ventilated roofed structure or any attached fenced yard enclosure at all times. The fence around the yard enclosure shall be securely constructed and shall have protective netting to keep the chickens separated from other animals. Allowed to roam in the fenced in yard without the overhead netting if wings have been clipped to prevent flight and escaping the yard/enclosure
- O Notification of Neighbors. In addition to the application requirements, the applicant shall give notice by ordinary mail to all property owners within one hundred (100) feet from the lot that is the subject of the permit application. The notice shall include at a minimum:
 - (1) the name and contact information of the applicant;
 - (2) the address of the lot that is the subject of the permit application;
 - (3) a description of the animals that are the subject of the permit application;
 - (4) a statement that the applicant wishes to own or possess those animals at lot that is the subject of the permit application; and
 - (5) the date and time of the meeting at which the City Council will be making its decision regarding whether to issue the permit. Notices shall be postmarked not less than ten (10) days prior to the date of the meeting at which the City Council will be making its decision.
- O Droppings and body excretions must be collected on a weekly basis or more often if necessary and must be properly disposed of, or composted, to maintain the floors and walls of the structure in a sanitary and healthy condition. All chickens must be cared for, and enclosure must be kept neat and orderly.

Hen license holder acknowledgment statements (For new permit and Annual renewal)

Read and initial each statement below to acknowledge understanding.

_____ I have read and understand the ordinance §90.07 LIVESTOCK REGULATIONS.

_____ I am aware that I must receive approval of the Town board of Trustees prior to obtaining hens and housing on the previously provided site address.

_____ I will follow all Town ordinance and state laws relating to the care and keeping of animals.

_____ I am aware that I am responsible for keeping hens within the confines of the required area on my property at all times.

_____ I understand that the permit is non-transferrable should my property be sold or occupied by a person different than on this application

_____ Understand that the town board of Trustees may suspend or revoke any license issued pursuant to this chapter for:

Notwithstanding any other provision of this section, the license granted under this subsection is may be revoked by a majority vote of the Board of Trustees if it determines the either: information supplied by the owner on the permit application was false or misleading, or the permittee has otherwise violated the terms of his or her permit. License is immediately null and void upon the licensee's conviction of any cruelty to animal charge. If licensee violates any of the section (2) criteria, the Town Board of Trustees have the right to revoke the license.

_____ New applicant fees will be prorated for the remaining of the year and will expire on April 1st of each year. Failure to renew the license prior to the expiration date will result in the license being terminated, at which time a new application for License and Permit would be required

Applicant Signature

Date

Applicant Name (Print)

Town of Hermosa

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

DATE _____

PERMIT # _____

Informational Permit No Fee

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

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

Property Owner Name(s): _____

Mailing Address: _____

Email: _____

Address of Project: _____

Legal Description: _____

_____ Subdivision _____ Block _____ Lot(s) Lot Size _____

Description of Work: _____

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 _____ Total Square Footage of Project _____

Building Area (Sq. Ft.) _____ Height: _____

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

(See Ord.155) **Rear:** _____ Ft. (5' Town Minimum)

Side: _____ Ft. (8' Town Minimum)

Side: _____ Ft. (8' Town Minimum)

Licensed Contractor / Person doing work _____

Address of Contractor / Person _____

Contact Phone Number of Contractor / Person _____

Parcel #

OFFICE USE

Town of Hermosa

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

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

Email: town@hermosasd.com

MANUFACTURED HOME MOVING PERMIT APPLICATION

DATE _____

PERMIT # _____

Application Fee - \$85.00 Receipt # _____ Cash _____ Check # _____ Amount _____

I, _____ (print), OWNER, having complied with all provisions of Hermosa Ordinance 153 and having secured the services of _____, who is/will be registered with the Town of Hermosa as a licensed building and structure mover, am hereby requesting permission to move a structure or mobile/manufactured/modular home from its existing location in the City/Town of _____, _____ County, _____ (State) to a new location in the Town of Hermosa, Custer County, SD on the _____ day of _____, 20____.

The route to be taken during this move is as follows: _____

I notified the Hermosa Town Maintenance Supervisor of this move on ____/____/20____.

I notified the SD Highway Patrol of this move on ____/____/20____.

The move is to be completed by ____/____/20____.

Mobile home serial number: _____ Tax Decal Number: _____

Make: _____ Model: _____

Year Manufactured: _____ Seller: _____

Cost: _____ Lienholder: _____

I hereby certify that the information that I have provided is correct and that I have attached a copy of a receipt showing that current taxes have been paid in full.

OWNER Signature _____ Phone # _____ Date _____

Email: _____

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

Parcel #

OFFICE USE ONLY

PLANNING AND ZONING COMMISSION

Approved Denied

NAME: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

APPLICATION FEE: \$85.00 DATE PAID: _____

HERMOSA BOARD OF TRUSTEES

Approved Denied

NAME: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

DATE PERMIT ISSUED: _____

Town of Hermosa

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Email: town@hermosasd.com

DEALER DISCLOSURE FORM FOR MANUFACTURED HOMES

NOTICE: The intent of this disclosure form is to determine if the new manufactured/mobile home in discussion is pursuant to the most current recorded version of the Mobile Home Ordinance 153, and its proposed placement location is within an applicably zoned lot within a mobile home park that is in active compliance with Section 153.02 of the Mobile Home Ordinance 153, and THEREFORE may qualify for immediate placement approval; thereby avoiding unnecessary litigations.

MANUFACTURER: _____
MODEL: _____ YEAR: _____
SERIAL NUMBER: _____ SIZE: _____

AUTHORIZED DALER: _____ (Company Name) (phone)
DEALER'S ADDRESS: _____ (street) (city) (state) (zip code)
DATE INSPECTED: _____ INSPECTED BY: _____
SIGNATURE: _____ DATE: _____

PURCHASER'S NAME: _____ (First) (Last)
CO-PURCHASER: _____ (First) (Last)
ADDRESS: _____ (street) (mailing) (city) (state) (zip)
PHONE NUMBERS: _____ (Day) (Evening)

NEW LOCATION OF HOME: _____ (Physical Address only) (Please include lot number if applicable)
--

I have read and understand the notice provided within this statement, and certify the information provided within the Dealer's Disclosure statement and the Property Condition Statements to be valid and just.

Signature _____ Date _____

Pursuant to Ordinance 153.99 Any person, firm, association, or corporation who violates, disobeys, omits, neglects, or refuses to comply with, or resists the enforcement of, any of the provisions of this Ordinance shall, upon conviction thereof, be subject to a fine of one hundred dollars (\$100.00) together in addition to the cost of the enforcement action, including but not limited to reasonable attorney fees, expert fees, and inspector fees; each day violation shall constitute a sperate offense. Compliance therewith may also be enforced by injunctive order at the suit of the petitioner or the owner of real estate within the district affected by the regulation of this Ordinance.

Town of Hermosa

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Email: town@hermosasd.com

PLEASE PROVIDE PICTURES OF TRAILER (ALL SIDES)

	PROPERTY CONDITION STATEMENTS	YES	NO	UNABLE TO DETERMINE	REPAIRS MADE <small>(if applicable)</small>
1	Is there currently any damage and/or defects in the roof?				
2	Is there currently any damage and/or defects in the frame?				
3	Is there currently any damage and/or defects to the siding?				
4	Is there currently any damage and/or defects to the skirting?				
5	Is there currently any damage and/or defects to the interior walls?				
6	Is there currently any damage and/or defects to the exterior walls?				
7	Is there currently any damage and/or defects to the interior doors?				
8	Is there currently any damage and/or defects to the exterior doors?				
9	Is there currently any damage and/or defects to the windows?				
10	Is there currently any damage and/or defects to the ceiling?				
11	Is there currently any damage and/or defects to the flooring?				
12	Is there currently any damage and/or defects in the electrical system?				
13	Is there currently any damage and/or defects in the plumbing system?				
14	Is there currently any damage and/or defects in the heating system?				
15	Is there currently any damage and/or defects in the cooling system?				
16	Has the home ever been lived in?				
17	Is the siding all the same color?				
18	Is the skirting and/or trim, shutters, etc. all the same color? (if applicable)				
19	Are all the shingles the same color? (if applicable)				
20	Is the color of the home of an earth tone or considered conservative?				
21	Is the home currently habitable?				

Additional Information: Explanation of "YES" responses to questions 1-16, and explanation of "NO" responses to questions 17-21 of the above.

Pursuant to Ordinance 153.99 Any person, firm, association, or corporation who violates, disobeys, omits, neglects, or refuses to comply with, or resists the enforcement of, any of the provisions of this Ordinance shall, upon conviction thereof, be subject to a fine of one hundred dollars (\$100.00) together in addition to the cost of the enforcement action, including but not limited to reasonable attorney fees, expert fees, and inspector fees; each day violation shall constitute a sperate offense. Compliance therewith may also be enforced by injunctive order at the suit of the petitioner or the owner of real estate within the district affected by the regulation of this Ordinance.

Town of Hermosa

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

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

Email: town@hermosasd.com

Residential Building Permit

Any person desiring to build or to add on to an existing building in the town limits will obtain a building permit from the Town office. Building permit applications are available in the Town Office or online at: <http://www.hermosasd.com/>

Filing of Application and Submittal Requirements:

Your first step is to complete a Building Permit Application form and submit it to the Hermosa Town Office together with the site plans. You may prepare the drawings or have a contractor prepare the drawings. See Page 5 for the site plan requirements.

To submit a permit, provide the following items:

- Completed building permit
- Application Fee

Allow 4-6 weeks for approval:

Applicant will be required to meet before the Planning and Zoning Board (P&Z)

P&Z meet on the 2nd and 4th Tuesday of each month at 6:00 PM

Upon approval of the P&Z Board, the application will be reviewed by the Hermosa Board of Trustees

Board of Trustees meet on the 1st and 3rd Tuesday of each month at 6:00 PM

The Finance Officer can provide you the specific dates for your application.

Important Details:

Each contractor listed on your building permit application is required to have a current contractor license on file with the Hermosa Town Office. No building permits will be issued without current contractor information on file and contractor's fee paid.

Permit application fees are due upon submittal and are non-refundable. Final fees are based upon building calculations and are due and payable when permit has been approved. Please be advised all permits are reviewed by the town engineer; those expenses will be included with the permit fees and applicant will be responsible for those expenses.

If you are requesting water and sewer taps, it is important for you to know that no new connection to town services will be made without the supervision of the Town of Hermosa Public Works Department. You or the plumbing contractor must call the Town Office to schedule an inspection and connection. Failure to do so will result in a penalty under state statute and town ordinance.

If you have any questions, please call the Town Office at the above referenced number.

Town of Hermosa

RESIDENTIAL BUILDING PERMIT APPLICATION

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

DATE _____

PERMIT # _____

Receipt # _____ Cash _____ Check # _____ Amount _____ (\$75.00)

** PLEASE INCLUDE TO-SCALE DRAWINGS **

Is Property in the Flood Plain? ____ Yes ____ No Zoning District _____

IF YES – YOU NEED A FLOODPLAIN DEVELOPMENT PERMIT

APPLICATION SUBMITTED BY:

Property Owner Name(s) _____

Mailing Address _____

City _____ State _____ Zip _____

Email _____

Phone # Home _____ Cell _____ Work _____

LEGAL DESCRIPTION

Subdivision name: _____ Lot# _____ Block _____ Lot Size _____

Zoning District _____ Is this property in the Flood Plain? Yes ____ No ____

Building address: _____

CLASS OF WORK TO BE DONE

New structure ____ Demolition ____ Remodel ____ Addition ____

Residential: Single Family ____ Accessory ____ Multi-Family ____

Proposed Use Building: _____

Building Area (Sq. Ft.): _____ Height: _____ # of Units _____

No. of Stories: _____ No. of Bathrooms: _____ Deck: _____ Deck Area (Sq. Ft.): _____

SETBACK FROM LOT LINES:

FEET

CITY MINIMUM

Front _____
 Rear _____
 Sides _____

Applicable Zoning District

(20'/25')

(5'/8'/15')

(8'/10'/25')

Setbacks			
Primary	Front	Sides	Rear
RS	20ft	10ft	15ft
R1	20ft	10ft	15ft
R2	20ft	10ft	15ft

Accessory Buildings			
Primary	Front	Sides	Rear
RS	**	8ft	5ft
R1	**	8ft	5ft
R2	**	8ft	5ft

Mobile Home Park		
Front	Sides	Rear
20ft	8ft	15ft

**IN NO CASE SHALL AN ACCESSORY BUILDING BE LOCATED TO EXTEND IN FRONT YARD.

Parcel #

OFFICE USE ONLY

TYPE OF CONSTRUCTION

Wood _____ Concrete _____ Block _____ Brick _____ Modular _____ Other _____

FOUNDATION

Thickness of Foundation _____ Thickness of footings _____ Width of Footings _____ Depth _____
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): _____ Phone: _____

Structural Contractor: _____ Phone: _____

Electrical Contractor: _____ Phone: _____

Plumbing Contractor: _____ Phone: _____

Heat/Mechanical Contractor: _____ 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 _____ Electricity _____ Municipal Sewer _____ Septic _____

Proposed utilities: _____

Describe Work: _____

TOTAL COST ESTIMATE OF IMPROVEMENTS: \$ _____

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

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 not 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.

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.

I understand Permit application fees are due upon submittal and are **non-refundable**. **I understand incomplete plans will be returned to applicant for resubmission.** Final fees are based upon building calculations and are due and payable when permit has been approved. Permits are reviewed by the town engineer; those expenses will be included with the permit fees and applicant will be responsible for those expenses.

A CERTIFICATE OF OCCUPANCY MUST BE OBTAINED BEFORE OCCUPYING STRUCTURE.

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

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: \$75.00 DATE PAID: _____	DATE PERMIT ISSUED: _____

RESIDENTIAL SITE PLAN REQUIREMENTS

****REQUIRED**** - PLEASE NOTE: Incomplete plans will be returned to applicant for resubmission.

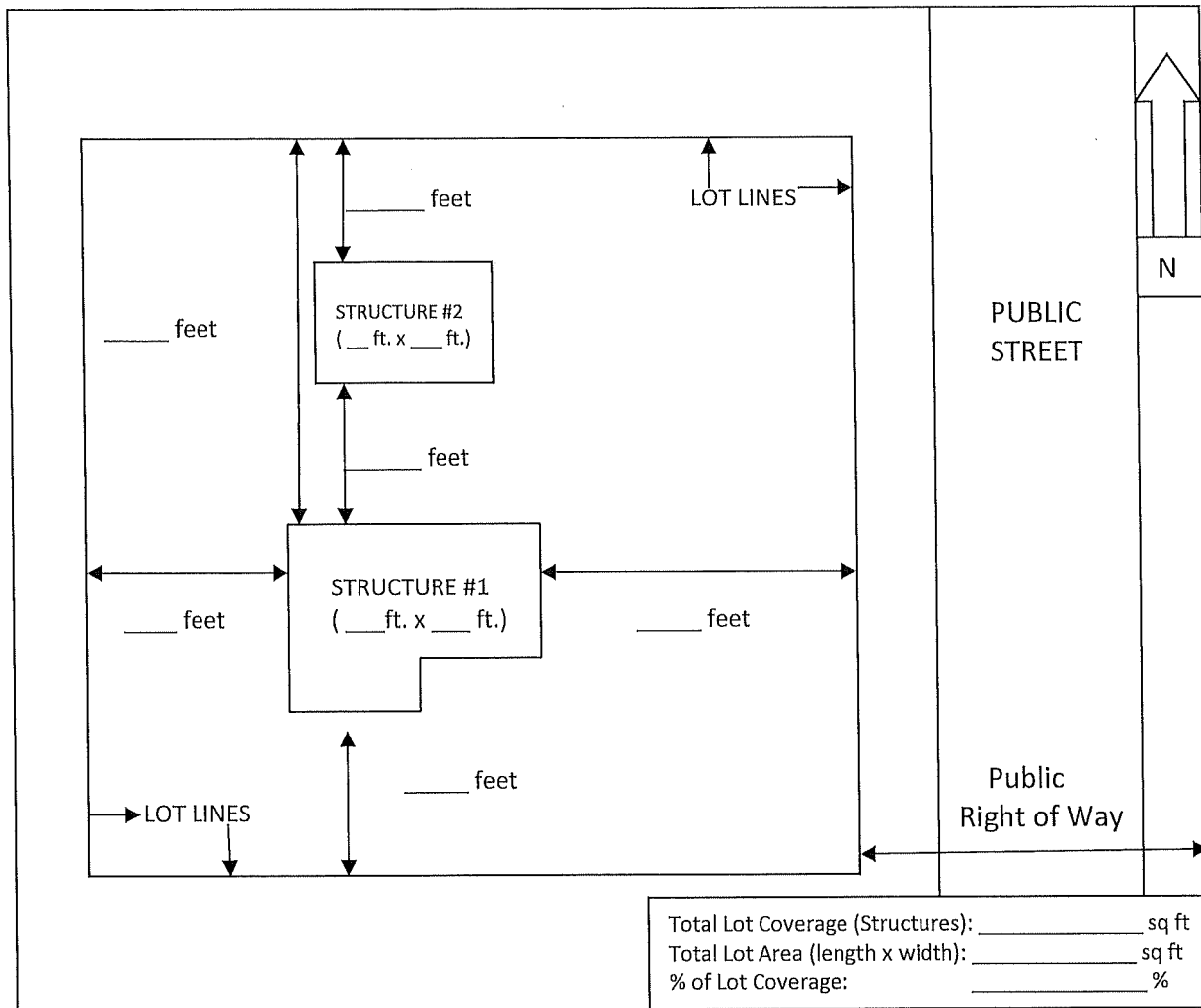
As per zoning ordinance do not cover more than 40% of lot.
General Site plan drawn to scale (1" = 20" preferred)

- 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 (VERIFY SETBACKS)
- 6. Additions to existing structure and distances to property lines (VERIFY SETBACKS)
- 7. Building dimensions
- 8. Adjacent roads
- 9. Driveways
- 10. Parking spaces – if applicable
- 11. Show location of - 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?

SAMPLE LOT SKETCH (RESIDENTIAL): Show similar sketch of proposed and/or current structures on the following page. Include ALL distances between structures, lot lines, structure dimensions, etc.



All plans are required to comply to applicable codes as adopted by the governing entity.

Numbers you should know:

Chuck Ferguson	Town of Hermosa	605-255-4291
Chuck Ferguson	Public Works	605-390-0045
Leah Berg	Building Inspections	605-390-0045
Elmer Claycomb, PE	Town Engineer	605-716-4646
	Floodplain Administrator	605-673-3939
	State Electrical Inspector	605-773-3573
	State Plumbing Inspector	605-773-3429

(All interior plumbing is required to be inspected by the state)

Town of Hermosa

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

PERMANENT SIGN PERMIT APPLICATION

Date _____ Permit # _____

Receipt # _____	Cash _____	Check # _____	Amount _____
-----------------	------------	---------------	--------------

include a site plan drawing

Name: _____ PHONE: _____

Contact Address: _____

Email: _____

Type of Sign(s): Banner () Paper () Wood () Other () _____

Size of Sign(s): _____

LOCATION INFORMATION

Sign #1

Property Owner of Sign Location: _____

Address of Sign Location: _____

Type, Material, & Size of Sign: _____

Other Information (lighted, two-sided, etc): _____

Sign #2

Property Owner of Sign Location: _____

Address of Sign Location: _____

Type, Material, & Size of Sign: _____

Other Information (Lighted, Two-Sided, Etc): _____

Sign #3

Property Owner of Sign Location: _____

Address of Sign Location: _____

Type, Material, & Size of Sign: _____

Other Information (Lighted, Two-Sided, Etc): _____

Documentation: Site Plan Blueprint or Scale Drawing Survey Report

Three (3) copies each ROW Agreement Property Owner Agreement

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

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

Parcel #

FOR OFFICE USE ONLY

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: _____	Date Permit Issued: _____

Town of Hermosa

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

Email: town@hermosasd.com

TEMPORARY SIGN PERMIT APPLICATION

NAME _____ PHONE: _____

CONTACT ADDRESS: _____

GENERAL INFORMATION

DATE SIGNS TO BE PLACED: FROM _____ THROUGH _____

***TEMPORARY SIGNS MAY BE ERECTED OR POSTED FOR A PERIOD NOT EXCEED 30 DAYS

TYPE OF SIGN(S): BANNER () PAPER () WOOD () OTHER () _____

SIZE OF SIGN(S): _____

LOCATION INFORMATION

SIGN #1

PROPERTY OWNER OF SIGN LOCATION: _____

ADDRESS OF SIGN LOCATION: _____

SIGN #2

PROPERTY OWNER OF SIGN LOCATION: _____

ADDRESS OF SIGN LOCATION: _____

SIGN #3

PROPERTY OWNER OF SIGN LOCATION: _____

ADDRESS OF SIGN LOCATION: _____

**ALL SIGNS MUST BE MAINTAINED IN GOOD CONDITION AND
MAY BE PLACED ONLY ON THE DATES NOTED ABOVE.**

SIGNATURE OF APPLICANT: _____

DATE OF APPLICATION: _____

TOWN OF HERMOSA - Planning & Zoning

Approved Denied

NAME: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

TOWN OF HERMOSA – BOT

Approved Denied

NAME: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

SELF-SERVICE LAUNDRY: A laundry providing home type washing, drying, and ironing machines for hire to be used primarily by the customers on the premises.

SCHOOL, PRIVATE: An institution of learning that is not tax supported, including colleges and universities.

SCHOOL, PUBLIC: A tax supported institution of learning, including colleges and universities.

SERVICE YARDS: See Public Utility Substation.

SIGN, BILLBOARD, OR OTHER ADVERTISING DEVICE: Any structure or part thereof or device attached thereto or represented thereon, which shall display or include any letter, works, model, banner, flag, pennant, insignia or representation used as, or which is in the nature of an announcement, direction or advertisement. The word "sign" includes the word "billboard" or any other type of advertising device, but does not include the flag, pennant, or insignia of any nation, state, city, or other political unit. Types of signs are defined in the following categories:

BUSINESS SIGN: A sign which directs attention to a business commodity, service or Entertainment conducted, sold or offered elsewhere than on the premises and only incidentally on the premises if at all.

BILLBOARD: A type of advertising sign having more than one hundred (100) square feet of display surface which is either erected on the ground or attached to or supported by a building or structure.

GROUND SIGN: A sign supported by a pole, uprights, or braces on the ground.

POLE SIGN OR BANJO SIGN: A type of ground sign at least ten (10) feet above the ground supported on a single post or pole most commonly associated with gasoline filling stations.

WALL OR FLAT SIGN: Any sign erected parallel to the face or on the outside wall of any building and supported throughout its entire length by such wall, the edges of which do not project more than twelve (12) inches therefrom.

PROJECTING SIGN: A sign which is attached to the face or outside wall of a building which projects out at any angle therefrom and projects more than twelve (12) inches beyond the face of such wall.

ROOF SIGN: a detached sign erected, constructed, or maintained above the roof of any building.

MARQUEE SIGN: A projecting sign attached to or hung from a marquee and said marquee shall be known to mean a canopy structure that extends beyond the building, building line, or property line.

TEMPORARY SIGN: Temporary signs shall include any sign, banner, pennant, valance, or advertising display constructed of wood, metal, cloth, canvas, light fabric, cardboard, wallboard,

hundred (100) feet of any residential district. Off premise signs located adjacent to interstate or federal aid primary highways shall be spaced not less than one hundred (100) feet apart. However, this limitation does not apply to signs that are separated by buildings or other obstructions in such a manner that only one sign surface within the above spacing stance is visible from the highway at any one time. All signs located adjacent to interstate or federal aid primary highways shall conform with all state and federal billboard regulations.

9. No advertising sign shall be located in any area designated by the governing body as one of scenic beauty or historical interest.
10. No building walls shall be used for display of advertising, except that pertinent to the use on the premises.
11. Temporary signs shall not be erected or otherwise fixed to any permanent pole, tree, stone, fence, building, structure, or any object within the right-of-way of any street. No temporary sign shall be erected at the intersection of, or within, any street in such a manner as to obstruct free and clear vision, or be confused with any authorized traffic sign, signal or device. Temporary signs may be erected or posted for a period not to exceed thirty (30) days. Any sign posted for a longer period must meet the requirements for permanent signs. No temporary sign shall exceed thirty-two (32) square feet in area.
12. A temporary sign shall not be suspended across public streets or other public places, except as permitted by the governing body.
13. No permanent sign shall be placed in any public right-of-way except publicly owned signs, such as traffic control signs, and directional signs.
14. Signs erected and overhanging any sidewalk must be placed at least nine (9) feet above the sidewalk and may extend over the sidewalk a distance equal to two-thirds ($2/3$) the width of the sidewalk but in no case exceeding ten (10) feet. This regulation does not imply any authority to grant the use of the public domain for private advertising.
15. Pole signs shall not be over thirty (30) square feet in area and shall be located not closer than ten (10) feet to any street right-of-way line and five (5) feet from any other property line.
16. Professional signs for home occupations, where permitted, shall not exceed two (2) square feet in area provided such sign is either a wall or ground sign located not closer than five (5) feet to the street right-of-way line.
17. The area of a sign shall be determined by the smallest circle, triangle, or rectangle that can be used to enclose the sign, exclusive to supporting members that bear no message. A sign designed to be viewed from two opposite directions shall be considered as one sign, provided that the two sign faces shall not be more than two (2) feet apart if parallel, nor form an angle of more than ninety (90) degrees if angular. Where more than one (1) sign is permitted on a lot, the net sign area shall be the sum of those signs designed to be viewed from one direction, and such signs shall not be less than twenty (20) feet apart.

B. In Public-Parks and Recreation Areas. The following regulations shall apply:

1. For historical monuments, structures, public parks and/or playgrounds, information signs may be displayed but the total area of each sign shall not exceed nine (9) square feet, and signs may have indirect lighting.
2. Flashing lights or intermittent illuminations are prohibited.

C. In residential districts, the following regulations shall apply:

1. For single-family, two-family, and multi-family dwellings: Nameplates not to exceed two (2) square feet in area, shall be permitted for each dwelling unit; such nameplates shall

some portion of the subdivision being advertised for sale and shall not encroach upon any required yard. Such sign may be illuminated, but no flashing, intermittent, or animated illumination is permitted. Such sign shall be maintained only during such time as some portion of the land is unsold.

4. For construction or on development of a lot, one (1) sign, not more than twelve (12) square feet in area, giving the names of contractors, engineers, or architects, but only during the time that construction or development is actively underway.
5. One (1) sign, not more than four (4) square feet in area, pertaining to the sale of agricultural products raised on the premises except no sign of this type in areas zoned R1, or R2
6. Signs established by, or by order of, any governmental agency.
7. For special events of public interest, one (1) sign, not over thirty-two (32) square feet in area and located upon the site of the event. Such sign shall not be erected more than thirty (30) days before the event in question and shall be removed immediately after such event. Also directional signs, not more than three (3) square feet in area, showing only a directional arrow and the name of the event of public interest. Such sign shall not be erected more than ten (10) days before the event in question and shall be removed immediately after such event.

F. **Unsafe and Unlawful Signs:** The following regulations shall apply to unsafe and unlawful signs and for the maintenance of signs:

1. Whenever it shall appear to the Governing Body that any sign has been constructed or erected or is being maintained in violation of the terms of this article, or is unsafe or insecure, such sign shall either be made to conform with all sign regulations as provided by this article or shall be removed within ten (10) days after written notification from the Governing Body. Such sign shall be made to conform or shall be removed by, and at the expense of, the owner or lessee thereof.

Section 10.6.5.9 Gasoline Service Stations.

The following regulations shall apply to all gasoline service stations:

- A. There shall be a building setback from all right-of-way lines a distance of not less than forty (40) feet.
- B. Service stations shall not be constructed closer than fifty (50) feet to any Residential District.
- C. The minimum distance between the intersection of right-of-way lines at a corner lot and the driveway to a service station shall be not less than forty (40) feet.
- D. When two curb openings are giving access to a single street, they shall be separated by an island with a minimum dimension of twenty-five (25) feet at both the edge of the pavement and the right-of-way line. Curb cuts for driveways shall not be located closer than ten (10) feet to any adjoining property line.
- E. To insure that sufficient room be provided on either side of the pumps without intruding upon sidewalks or on adjoining property, gasoline pumps shall not be located closer than fifty (50) feet from any Residential District and fifteen (15) feet from any public sidewalk.

Town of Hermosa

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

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

Email: town@hermosasd.com

TRANSIENT VENDOR & PEDDLERS APPLICATION

DATE _____

Receipt # _____	Cash _____	Check # _____	Amount _____
-----------------	------------	---------------	--------------

Transient Vendor & Peddler Information _____

Company Name _____

Owner/President _____

Mailing Address _____

Email _____

Phone _____ Cell _____

Description of Items to Be Sold _____

Location of Temporary Business _____

Times When the Sales Will Be Conducted _____

South Dakota Vendor License _____

South Dakota Sales Tax License # _____

Fees: 1 day - \$25.00 7days - \$100 .00 Monthly - \$300.00 + 5%

The Above Information Is True and Correct

Vendor Signature _____

Date _____

Applicants applying for a special event vendor license shall present to any entity sponsoring the event the following:

- * Name, address and phone number of the person, partnership, partner, corporation, or similar business entity;
- * A description of the nature of the sales to be conducted and type of business that will conduct sales;
- * Description of the location where the sales will be conducted within the town;
- * The times when the sales will be conducted within the town;
- * License or permits with the county and/or the state;
- * If electrical access, open fires, or use of propane: certificate from Fire Marshal's office showing that all codes are met;
- * All food vendors must be registered with the County and/or State Board of Health and present proof of that registration with their submission; and
- * All current governmental registrations and licenses must be displayed at the sale.

License # _____

Office Use Only

Town of Hermosa

PO Box 298 • 234 Main Street • Hermosa, SD 57744

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

Email: town@hermosasd.com

MUNICIPAL WASTE WATER CONNECTION APPLICATION

DATE _____

PERMIT # _____

Receipt # _____	Cash _____	Check # _____	Amount _____
Sewer Tap Application Fee \$50.00 -Nonrefundable			
Residential Tap Fee - \$1000.00			
Commercial Tap Fee - \$2000.00			

Property Owner _____

Daytime Phone _____ Evening Phone _____

Mailing Address _____

Email _____

Connection Address _____

Legal Description _____

Contractor _____

***All Contractors must obtain Contractors license from Hermosa**

Address _____ Phone # _____

Size of Tap _____ Commercial _____ Residential _____

Size and type of pipe and other supplies _____

If crossing roadway, will the connection be: Bored _____ Cut _____

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

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

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

Signature of Applicant

Date

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 BALANCE DUE: _____	DATE PERMIT ISSUED: _____

Parcel #

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

2023 CONTRACTOR LICENSE APPLICATION

DATE _____

Receipt # _____	Cash _____	Check # _____	Amount _____ (\$75.00)
-----------------	------------	---------------	------------------------

Company Name _____

Owner/President _____

Mailing Address _____

Email _____

Physical Address _____

Phone _____ Cell _____

Federal Tax Id# _____

Types of Licenses Held By Contractor

License Number

Liability Insurance Company _____

Commercial License Plate Number _____

*****Proof Of License, Insurance, Workman's Compensation Insurance, & Commercial Plates Must Be On File*****

*****If You Are Contracted By The Town Of Hermosa, You Must List The Town Of Hermosa As Additional Insured*****

The Above Information Is True and Correct

Contractor Signature

Date

LICENSE #

OFFICE USE

"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)."

Hours of Operation: Monday – Friday; 8:00am—5:00p.m.

Town of Hermosa

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

ZONING APPLICATION

DATE _____

PERMIT # _____

Receipt # _____ Cash _____ Check # _____ Amount _____ **(\$750.00)**

OWNER _____ PHONE: _____

CONTACT ADDRESS: _____ EMAIL: _____

STREET ADDRESS OF PROPERTY: _____

LEGAL DESCRIPTION: _____

TYPE OF APPLICATION: NEW ANNEXATION _____ ZONING CHANGE _____

CURRENT ZONING: RESIDENTIAL 1 _____ RESIDENTIAL 2 _____ HIGHWAY SERVICE _____ NO USE _____
AGRICULTURAL _____ COMMERCIAL _____ GENERAL INDUSTRIAL _____

CURRENT USE(S): _____

REQUESTED ZONING: RESIDENTIAL 1 _____ RESIDENTIAL 2 _____ HIGHWAY SERVICE _____ NO USE _____
AGRICULTURAL _____ COMMERCIAL _____ GENERAL INDUSTRIAL _____

PROJECTED USE(S)/PURPOSE OF REQUEST: _____

SIGNATURE OF APPLICANT: _____ **DATE OF APPLICATION:** _____

DOCUMENTATION: Site Plan reflecting adjoining property zoning status
 Survey Report Photos Neighbor Agreements

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

Parcel #

OFFICE USE ONLY

PLANNING AND ZONING COMMISSION

Approved Denied

NAME: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

APPLICATION FEE **\$750.00**

DATE PAID: _____

HERMOSA BOARD OF TRUSTEES

Approved Denied

NAME: _____

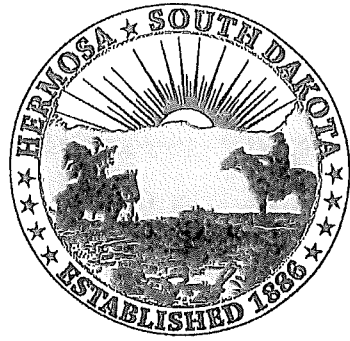
TITLE: _____

SIGNATURE: _____

DATE: _____

DATE PERMIT ISSUED: _____

CODE ENFORCEMENT COMPLAINT FORM



Town of Hermosa · 230 Main St. · PO Box 298 · Hermosa, SD 57744
605-255-4291 · town @hermosasd.com

Address of Complaint: _____ Date: _____

Owner's Name: _____

Phone: _____

Parcel# _____

Type of Complaint: (Check category that best applies)

- | | | | |
|---|---|---|--|
| <input type="checkbox"/> Garbage/Debris | <input type="checkbox"/> Junk Vehicles | <input type="checkbox"/> Zoning Violation | <input type="checkbox"/> Tall Grass/Weeds |
| <input type="checkbox"/> Noise | <input type="checkbox"/> Abandoned Vehicles | <input type="checkbox"/> Yard Sale Signs | <input type="checkbox"/> Sidewalk Obstructions |
| <input type="checkbox"/> RV Parking/Occupancy | <input type="checkbox"/> Dilapidated/Dangerous Building | <input type="checkbox"/> Other | |

Nature of Violation/Complaint: _____

If Vehicle involved provide description

Make _____ Model _____ Color _____ License # _____

Citizen Reporting Complaint

Name: _____

Address: _____ Phone: _____

Do you wish to be contacted regarding this complaint? YES NO

Do not write below this line. For staff use only.

Taken By: _____ Date: _____

Referred To:

Code Enforcement Public Works Board of Trustees Finance Officer Law Enforcement

Date Referred: _____

Send letter regarding problem _____ Phone call: _____

Have public works fix problem _____ Is billing required _____

STOP WORK

By Order Of
TOWN OF HERMOSA
PUBLIC WORKS DEPARTMENT

*The Following Does Not
Conform To
Town Regulations*

**PLEASE CONTACT: TOWN OFFICE
255-4291**

LOCATION: _____

COMMENTS: _____

Date

Time

Inspector

**FAILURE TO STOP WORK
COULD RESULT IN FINE
AND/OR ARREST
DO NOT REMOVE THIS NOTICE!**

Town of Hermosa



81X

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

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

E-mail twnhrmsa@custercountysd.com

"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)."

PETITION TO VACATE PUBLIC RIGHT OF WAY

We, the undersigned, constituting all of the owners of the property adjoining the within described part of public right of way, hereby petition the Town Board of Hermosa, South Dakota to vacate the following described right of way and consent to such vacation.

Description of area to be vacated:

Reason for vacation request:

Owner of Lot ___ Block ___

Name: _____

Address: _____

City & State: _____

Signature: _____

Owner of Lot ___ Block ___

Name: _____

Address: _____

City & State: _____

Signature: _____

Have duly sworn on oath, state that they have read the foregoing petition, know the contents of such petition, and that said petition is in all things true and correct to the best of their knowledge and belief.

Subscribed and sworn to before me on this ___ day of _____, _____.

Notary Public

Commission expires: _____

Hours of Operation:
Monday – Friday
8:00am—5:00p.m.

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 _____.
- 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 18 day of February, 2023 and ending on the 17 day of February, 2024.
- V. **Rent** – Rent shall be paid on the 1st of every month in the amount of six hundred fifty dollars (\$650.00).
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:
 SW 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 1 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. Up to two vehicles can be left unattended on premises on South West corner. One vehicle or a trailer can be left unattended for up to 24 hours.

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

Tenant Landlord – **Real Property Taxes**

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 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 (1st) 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 (1st) meeting to reach a compromise before going to the arbitrator.
- The arbitrator selected will be a third (3rd) 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:
Landlord will retain a duplicate key to the premises. Landlord may enter the premises at reasonable times upon notice to the Tenant with the Tenant present, except for emergencies.

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 -----

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.

Signatures

Landlord

Tenant

Name: _____

Name: _____

Jerry Styles, Town Board President

Date: _____

Date: _____

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

_____ Date: _____

ATTEST:

_____ Date: _____

Finance Officer