

HERMOSA TOWN BOARD  
TUESDAY, NOVEMBER 5, 2024  
REGULAR MEETING @ 6.00pm



- 1) **ROLL CALL:**
  - A. BOT Roll Call: Kramer, Ferguson, Koontz, Harris, Serviss
  - B. Acknowledgement of other Attendees
  - C. Pledge of Allegiance to be led by Koontz
- 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 October 15, 2024, regular meeting minutes and October 23, 2024, special meeting minutes
- 4) **CONFLICT OF INTEREST DECLARATION:**
- 5) **PRESTON FAMILY DEVELOPMENT:**
  - A. Update on Preston Family Development
- 6) **ENGINEER:**
  - A. Update on Lagoon Expansion Project
  - B. Update on Wastewater Treatment Plant construction
  - C. Siphon Design for Preston Sewer
  - D. North Water Tank property acquisition
  - E. Smoke Testing review and approval to pour non-toxic antifreeze in the traps of un-finished house on the NE corner of 3<sup>rd</sup> Street and Manning
  - F. Engineer recommendation on Greg Barnier's plat
- 7) **PLANNING & ZONING:**
  - A. 2024-33 – Plat Application – Barnier Tracts 1 – 4 of McDermand Subdivision.
  - B. Ken Ward – Proposed future development of Carriage Hills Subdivision
  - C. 2024-22 – Plat Application – 194 Fairgrounds Pl. – Grasman Tract
  - D. Refund to Our Savior's Lutheran Church – incorrect meter readings
- 8) **CLAIMS:**
  - A. Review payroll and claims. Motion to approve as presented/amended
- 9) **LAW ENFORCEMENT/ABATEMENTS/COMPLAINTS:**
  - A. Custer County Log
  - B. Abatements – Complaints – 165 N. 2<sup>nd</sup> St.
- 10) **LEGAL:**
  - A. Resolution 2024-06 A Resolution Dissolving Tax Increment District No. 1
- 11) **PUBLIC WORKS:**
  - A. Committee Report
  - B. Streets, Street Light Repairs, Water & Sewer Department Updates
  - C. Open Work Orders

- 12) **FINANCE OFFICE:**  
A. Monthly financials  
B. Department updates  
C. Independent Audit Services billing
- 13) **OLD BUSINESS:**  
A. Update on gravel on Tower Road  
B. Hermosa Connect – report from attendees to Fuel the Growth conference
- 14) **NEW BUSINESS:**  
A. Operating Agreement Renewal
  - Operating Agreement Corner Pantry Travel Center; Package (off-sale) Liquor
  - Operating Agreement Hermosa Deli & Lounge; Retail (on-sale) Liquor
  - Operating Agreement Lazy R Bar and Grill; Retail (on-sale) Liquor-Restaurant
  - Operating Agreement TW Saloon LLC; Retail (on-sale) LiquorB. Uniform Alcoholic Beverage License Renewal
  - PL-4469, Corner Pantry Travel Center; Package (off-sale) Liquor
  - RL-5208, Hermosa Deli & Lounge; Retail (on-sale) Liquor
  - RR-22505, Lazy R Bar and Grill; Retail (on-sale) Liquor
  - RL-30258, TW Saloon LLC; Retail (on-sale) LiquorC. Approval of Media Policy for Town and appointment of media spokesperson  
D. Permission for Food Pantry to use refrigerator in break room downstairs  
E. Town Shop Lease  
F. Christmas Parade ideas for Town Float
- 15) **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.
- 16) **TRUSTEE INPUT:**
- 17) **EXECUTIVE SESSION:**  
A. Motion to enter Executive Session allowable by SDCL 1-25-2.1 – Legal/Personnel/Contract  
B. Motion to exit out of Executive Session  
C. Motions resulting from Executive Session
- 18) **ADJOURN:** Motion by \_\_\_\_\_; Second by \_\_\_\_\_ to adjourn the meeting at \_\_\_\_\_ PM.

HERMOSA TOWN BOARD  
TUESDAY, OCTOBER 15, 2024  
REGULAR MEETING @ 6:00pm

3A

ROLL CALL: Kramer called the meeting to order on Tuesday, October 15, 2024, at 6:02 pm with the following members present: Ferguson, Kramer, Koontz, Harris and Serviss. Interested citizens were also present. Attorney Hagg was absent. Pledge of Allegiance led by Kramer.

CALL FOR CHANGES: Motion made by Ferguson and seconded by Serviss to approve agenda with the change of Item 13 B Old Business Hermosa Connects report to pending until next meeting; vote: all aye, motion carried.

CONSENT CALENDAR: Motion made by Ferguson and seconded by Koontz to approve October 1, 2024, regular meeting minutes; vote: all aye, motion carried.

CONFLICT OF INTEREST DECLARATION: All board members are responsible for refraining from discussion and voting on issues where they may have a conflict of interest.

FERGUSON WATERWORKS & METER AUTOMATION: Bradley Klein gave a presentation on water meter options available from Ferguson Waterworks. Klein would be available to meet with the board if they would like more information and pricing.

ENGINEER: Discussion was held on motion at a previous meeting regarding engineering to do smoke testing. The board had approved the \$300 cost of smoke testing for seven sewer customers and had not made a motion regarding the town purchasing the smoke testing equipment; therefore, no motion needs to be rescinded.

PLANNING & ZONING: Discussion was held on a resident operating a business in a non-occupied residential home. This topic will be discussed at a future work session and clarify current Ordinance 155.64 Customary Home Occupations. Motion by Serviss and seconded by Kramer to rescind motion from October 1, 2024, BOT meeting to direct Floodplain Administrator to complete hydraulic analysis for Permit 2024-35; vote: four aye and 1 abstain, motion carried. Motion by Harris and seconded by Serviss to deny Permit 2024-33 Plat Application Parcel 004139 due to issues of cul-de-sac and area needed for easements and leave plat pending until next meeting; vote: all aye, motion carried. Motion by Ferguson and seconded by Harris to approve Permit 2024-40- Residential Bldg/Digging Permit – 100 N. Wilder Blvd.; motion was amended to include approval based on recommendation from Planning Administrator Dyvbig; vote; all aye, motion carried. Motion by Harris and seconded by Koontz to approve Permit 2024-41 Residential Bld based on recommendation from Planning Administrator Dyvbig and acknowledge Digging Permit; vote: all aye, motion carried. Permit 2024-42 6-foot wood privacy fence was provided for informational purposes.

CLAIMS: Motion made by Ferguson and seconded by Harris to approve Payroll and Claims as presented; vote: all aye, motion carried. A & B BUSINESS SOLUTIONS, monthly printer/fax fee, \$544.56; AMERICAN LEGAL PUBLISHING, 2024 S-7 online code supplement pages, \$195.00; BANKWEST, classic web banking monthly fee, \$25.00; BANKWEST CREDIT CARD, flagpole parts/paper/wireless mouse/tables, \$168.59; BENESCH, professional services 8/26 through 9/22/24, \$4,141.10; BLACK HILLS ELECTRIC COOP, utilities-electric September 2024, \$3089.64; DAKOTA SUPPLY GROUP, 120 ft cantx A52EA cond pvc-lagoon, 500 ft wire cu THH 12 Sol Blu-lagoon, 600 ft black poly/20 clamps/curb stop/curb box, bronze coupling,\$1,768.19; GOLDEN WEST TECHNOLOGIES, monthly service October 2024 and assist with meeting recording, \$649.00; HARLAND CLARKE, check order for new checking account, \$246.48; MILLS TRUCK SERVICE, stock ¾ base course gravel/sand for lagoon, \$2,469.00; MT RUSHMORE TELEPHONE, phone/internet \$263.66; NELSONS OIL & GAS, propane for city well, \$153.98; PIONEER BANK & TRUST, restricted account charge, closing account service charge, \$32.50; PIONEER BANK CREDIT CARD, adobe software monthly fee, \$20.83; SANDERS SANITATION, monthly sanitation service, \$4,142.19; SOUTH DAKOTA DEPARTMENT OF REVENUE, malt beverage transfer fee, \$75.00; SOUTH DAKOTA MUNICIPAL LEAGUE, conference registration for Koontz, \$115.00; SOUTHERN HILLS PUBLISHING, publishing/legal notices for September 2024, \$966.96; **Accounts Payable Total: \$ 19,066.68.** Payroll related: Total Paid On:10/15/2024: General, \$2,668.22, Water, \$190.09, Sewer, \$113.98, Promoting City/ BBB, \$37.99; EFTPS-Electronic Federal Tax, FED/FICA TAX, \$772.03; **Total Payroll Related Paid: \$3,782.31. REPORT TOTAL: \$22,848.99.**

LAW ENFORCEMENT/ABATEMENTS/COMPLAINTS: Custer County log was provided. There are no new current abatements.

LEGAL: Motion by Ferguson and seconded by Serviss to dissolve TIF #1; vote: all aye, motion carried

PUBLIC WORKS: Ferguson provided updates on streets, water, and sewer departments.

FINANCE OFFICE: Monthly financials provided. Cornelison thanked the board for allowing her to attend the SDML Conference last week and stated it was beneficial. Discussion held on recommendation from the South Dakota Public Assurance Alliance on the appointment of a media spokesperson for the Town. This topic will be placed on the next agenda.

OLD BUSINESS: Gravel on Tower Road is pending. Report from Hermosa Connect attendees to Fuel the Growth conference is pending until the next meeting. Street sign height regulations will be addressed at a future work session. Discussion held on volunteers and approval of work comp coverage for volunteers. This will be discussed further at the next meeting.

NEW BUSINESS: Consensus from the board was to allow information for the community website design contest be advertised in the November Town Newsletter, with the board choosing the winner and announcing at the Christmas festivities on December 14, 2024. Dan and Deb Holsworth stated they are willing to donate a \$100 cash prize for the winner of the contest.

ITEMS FROM CITIZENS/TRUSTEE INPUT: Audience and trustees had input.

EXECUTIVE SESSION: No Executive Session was held.

ADJOURN: Motion made by Ferguson and seconded by Serviss to adjourn meeting at 9:03 p.m., vote: all aye, motion carried.

ATTEST:

\_\_\_\_\_  
Terri Cornelison  
Finance Officer

\_\_\_\_\_  
Linda Kramer  
Town Board President

Published once at the approximate cost of \_\_\_\_\_.

**HERMOSA TOWN BOARD  
WEDNESDAY, OCTOBER 23, 2024  
SPECIAL MEETING @ 1:30pm**

ROLL CALL: Kramer called the meeting to order on Wednesday, October 23, 2024, at 1:32 pm with the following members present: Ferguson, Kramer, Koontz, Harris and Serviss. Public Works Director Ferguson and Joan Harris with Headwaters Economics were also present.

EXECUTIVE SESSION: Motion by Ferguson and seconded by Serviss to enter Executive Session allowable by SDCL 1-25-2.1- Personnel at 1:33 pm; vote: all aye, motion carried. Motion by Serviss and seconded by Koontz to exit Executive Session at 2:14 pm; vote: all aye, motion carried. Motion by Ferguson and seconded by Koontz to approve trustee payment for the special meeting. Discussion was held and consensus was that this motion was not needed unless the board chose to not get paid for the special meeting.

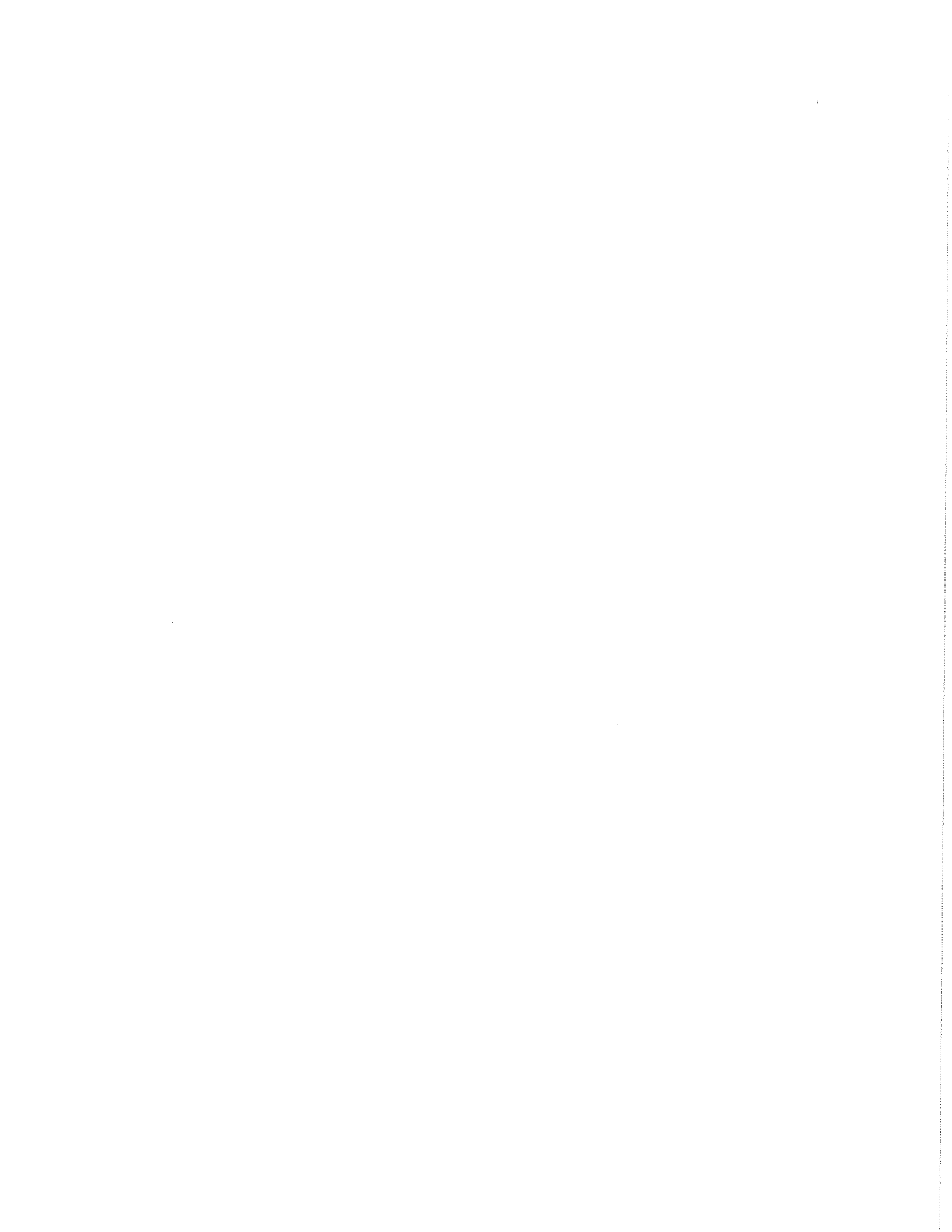
ADJOURN: Motion made by Harris and seconded by Ferguson to adjourn the meeting at 2:16 pm; vote: all aye, motion carried.

ATTEST:

Terri Cornelison, Finance Officer

Linda Kramer, Town Board President

Published once at the approximate cost of \_\_\_



# Town of Hermosa

7A

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

## SUBDIVISION PLAT APPLICATION

Sketch Plan \_\_\_\_\_ Preliminary Plan  Final Plat

✓ Date: 8-9-2024

Permit # 2024-33

Is any property in the Flood Plain?  Yes  No **\*\*IF YES-YOU WILL NEED A FLOODPLAIN DEVELOPMENT PERMIT\*\***

Receipt # \_\_\_\_\_ Cash \_\_\_\_\_ Check # 2081 Amount 75<sup>00</sup> (\$75.00)

### Applicant:

Name: Greg Barrner  
Address: 3960 City View Drive  
City, State, Zip: Rapid City, SD 57701  
Phone & Email: gbarrner09@gmail.com

### Other Owners:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Phone & Email: 605-490-8982  
Sign & Date: \_\_\_\_\_

✓ Sign & Date: Greg Barrner  
4908982

### Agent:

Name: \_\_\_\_\_ Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_ Phone & Email: \_\_\_\_\_  
Sign & Date: \_\_\_\_\_

### Surveyor/Engineer:

Name: Andersen Engineers  
Address: P.O. Box 446  
City, State, Zip: Edgemont, SD 57735  
Phone & Email: 605-662-5500  
Registration Number: 5906  
Sign & Date: \_\_\_\_\_

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Phone & Email: \_\_\_\_\_  
Sign & Date: \_\_\_\_\_

### Current Legal Description:

Subdivision/H.E.S./M.S. Title: Lot Dale, McDermard Subdivision  
Secondary Title/Description: N.A.  
Aliquot Location: SE 1/4 NW 1/4 Section 32 Total Acres: 10.55  
Township: 25 Range: 8E Section(s): 32 Book: 11 Page: 93

### Proposed Legal Description:

Primary Title (Subdivision Name): McDermard Subdivision  
Secondary Title (Description): Tracts 1, 2, 3, 4

Does this plat continue to divide an existing subdivision? Yes  No \_\_\_\_\_ FIRM Panel \_\_\_\_\_

Will this subdivision require construction of roads or installation of other improvements? No

What is the intended land use within the subdivision? Residential  Commercial \_\_\_\_\_ Industrial \_\_\_\_\_ Mixed Use \_\_\_\_\_ (Specify on attached plat copy)

ALL APPLICATIONS MUST BE APPROVED BY THE HERMOSA PLANNING AND ZONING COMMISSION AND THE HERMOSA BOARD OF TRUSTEES PRIOR TO COMMENCEMENT. \*\*\*\*\* Engineering fees may apply\*\*\*\*\*

### PLANNING AND ZONING COMMISSION

Approved  Denied

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_ Application Fee: \$75.00  
Register of Deeds Fee: \$60.00 Date Paid: \_\_\_\_\_ Balance Due: \_\_\_\_\_

### HERMOSA BOARD OF TRUSTEES

Approved  Denied

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_  
Date Permit Issued: \_\_\_\_\_

Original Parcel # 004139 Office Use

(2 pages attached)

# 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 8-16-24

PERMIT # 2024-34

Receipt # _____	Cash _____	Check # <u>2085</u>	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 Greg Barnier TELEPHONE 605-490-8982

ADDRESS 3980 City View Drive, RCSD 57701

EMAIL gbarnier09@gmail.com

CONTRACTOR NA

ADDRESS \_\_\_\_\_

PROJECT LOCATION/DIRECTIONS PLAT Review

### PROJECT DESCRIPTION

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

Other/Explanations PLAT REVIEW

Project Valuation: N.A.

Market Value of Structure: NA

### 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 # 004139  
FOR OFFICE USE ONLY

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

Tracts 2, 3, 4. McDermand Subdivision, Section 32  
T2S, R0E, Custer County

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 16<sup>th</sup> day of August year 2024.

Greg Barrier  
(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 Part 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 floodproofing 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.

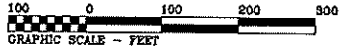
**ALL APPLICATIONS MUST BE APPROVED BY THE HERMOSA PLANNING AND ZONING COMMISSION AND THE HERMOSA BOARD OF TRUSTEES PRIOR TO COMMENCEMENT**

PLANNING AND ZONING COMMISSION <input type="checkbox"/> Approved <input type="checkbox"/> Denied	HERMOSA BOARD OF TRUSTEES <input type="checkbox"/> Approved <input type="checkbox"/> Denied
NAME: _____	NAME: _____
TITLE: _____	TITLE: _____
SIGNATURE: _____	SIGNATURE: _____
DATE: _____	DATE: _____
APPLICATION FEE: <b>\$100.00</b> DATE PAID: _____	DATE PERMIT ISSUED: _____

# A PLAT OF BARNIER TRACTS 1 THRU 4 OF McDERMAND SUBDIVISION, LOCATED IN THE SE1/4 NW1/4 OF SECTION 32, T2S, R8E, BHM, CUSTER COUNTY, SOUTH DAKOTA FORMERLY LOT DALE AND VACATED PORTION OF McDERMAND ST.

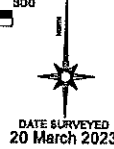
\* Revised

NOTE: For a plat of Lot Dale of McDermand Subdivision, see Book 11 of Plats on page 63.

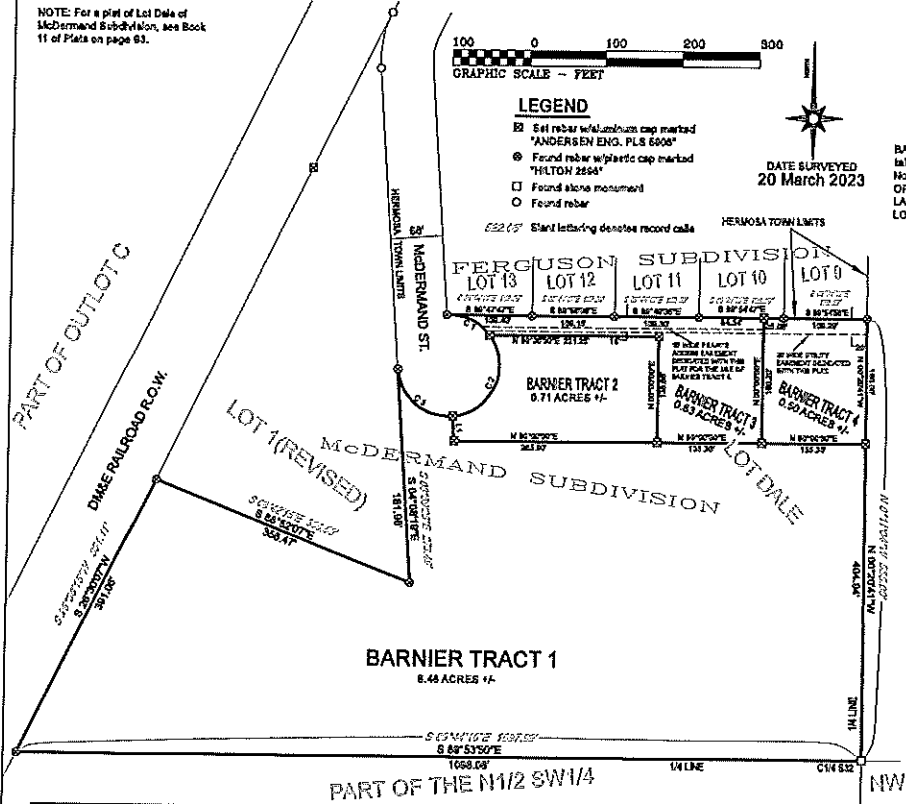
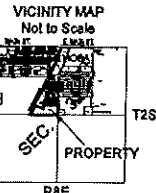


### LEGEND

- Set rebar w/ aluminum cap marked "ANDERSEN ENG. PLS 6606"
- ⊙ Found rebar w/ plastic cap marked "HILTON 2894"
- Found stone monument
- Found rebar



BASIS OF BEARING - GPS OBSERVATION taken N 33°52'21"W 3050.36' from the Northwest corner of Barnier Tract 3.  
OPUS STATIC SOLUTION NAD 83(2011)  
LAT: 43°50'27.38368"  
LONG: -103°11'51.19037"



Curve	Radius	Tangent	Length	Chord	Chord Bear.
C1	43.00'	34.79'	33.79'	57°11'22"	84°22'01" E
C2	61.00'	117.48'	133.89'	132°11'21"	113.34'
C3	61.00'	61.78'	102.86'	80°42'41"	10°41'11" W

NOTE: 10 FEET EACH SIDE OF REAR AND SIDE LOT LINES ARE RESERVED FOR UTILITY EASEMENTS, IF THE LINE ADJUTS LANDS NOT SUBDIVIDED UNDER THE PROVISIONS OF CUSTER COUNTY SUBDIVISION ORDINANCE #2, THE ENTIRE 20' WIDE EASEMENT WILL BE TAKEN FROM THE LOT.

An area of special flood hazard exists within this subdivision according to Flood Hazard Insurance Rate Map Panel No. 4903C0177F, effective date: Jan. 6, 2012. The placement of, any new construction, substantial improvements, or another development within the 100-year flood plain as designated by the Town's Flood Insurance Rate Maps and Flood Boundary and Floodway Maps, shall be in conformity with Town of Hermosa's Flood Ordinance.

**CERTIFICATE OF SURVEYOR**  
I, John D. McBride Registered Land Surveyor No. 5608 in the State of South Dakota, do hereby certify that being so authorized, I have prepared the within plat of land shown and described hereon from notes taken during an actual survey made by me or under my direct supervision, and that to the best of my knowledge and belief, the same is a true and correct representation of said survey.  
IN WITNESS WHEREOF, I hereunto set my hand and official seal.  
Dated this \_\_\_ day of \_\_\_, 2024.

**WATER PROTECTION STATEMENT**  
Pursuant to SDCL 11-3-4.1 and 11-3-4.2, the developer of the property described within this plat shall be responsible for providing any water of the state, including groundwater, located adjacent to or within such platted area from pollution from sewage from such subdivision and shall in prosecution of such protection, conform to and follow all regulations of the South Dakota Department of Agriculture and Natural Resources relating to the same.

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_  
I, Gregory J. Bamler, do hereby certify that I am the owner of the within described lands and that the within plat was made at my direction for the purposes indicated herein, and that the development of this land shall conform to all existing zoning, subdivision, and erosion and sediment control regulations.  
Dated this \_\_\_ day of \_\_\_, 2024.

**CERTIFICATE OF COUNTY TREASURER**  
I, Custer County Treasurer, do hereby certify that all taxes and special assessments which are liens upon the within described lands are fully paid according to the records of this office.  
Dated this \_\_\_ day of \_\_\_, 2024.

**ACKNOWLEDGMENT OF OWNERSHIP**  
STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_  
On this \_\_\_ day of \_\_\_, 2024, before me, a Notary Public, personally appeared Gregory J. Bamler, known to me to be the person(s) described in the foregoing instrument, and acknowledged to me that they signed the same.  
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

**RESOLUTION OF THE TOWN BOARD OF TRUSTEES**  
Whereas there has been presented to the Town Board of Trustees of Hermosa, South Dakota, the within plat of the above described lands, and it appearing to the Board that said plat conforms to the existing plats of said Town, that the streets set forth therein conform to the system of streets of the municipality, that all provisions of the subdivision regulations have been complied with, that all taxes and special assessments upon the tract have been fully paid, and that said plat and the survey thereof have been executed according to law, now therefore:  
BE IT RESOLVED, that said plat is hereby approved in all respects.  
Dated at Hermosa, South Dakota this \_\_\_ day of \_\_\_, 2024.

**CERTIFICATE OF HIGHWAY AUTHORITY**  
It appears that every lot has an acceptable approach location onto a public road and the location of the intersection(s) of the proposed subdivision road(s) with the existing public road(s) is hereby approved.  
Date: \_\_\_\_\_  
Highway Authority \_\_\_\_\_

**CERTIFICATE OF TOWN FINANCE OFFICER**  
I, Finance Officer of the Town of Hermosa, South Dakota, do hereby certify that the foregoing instrument is a true and correct copy of the resolution adopted by the Town Board of Hermosa, South Dakota at a meeting held on the \_\_\_ day of \_\_\_, 2024.

**CERTIFICATE OF COUNTY DIRECTOR OF EQUALIZATION**  
I, Director of Equalization of Custer County, do hereby certify that my office has been furnished with a true copy of the within plat.  
Dated this \_\_\_ day of \_\_\_, 2024.

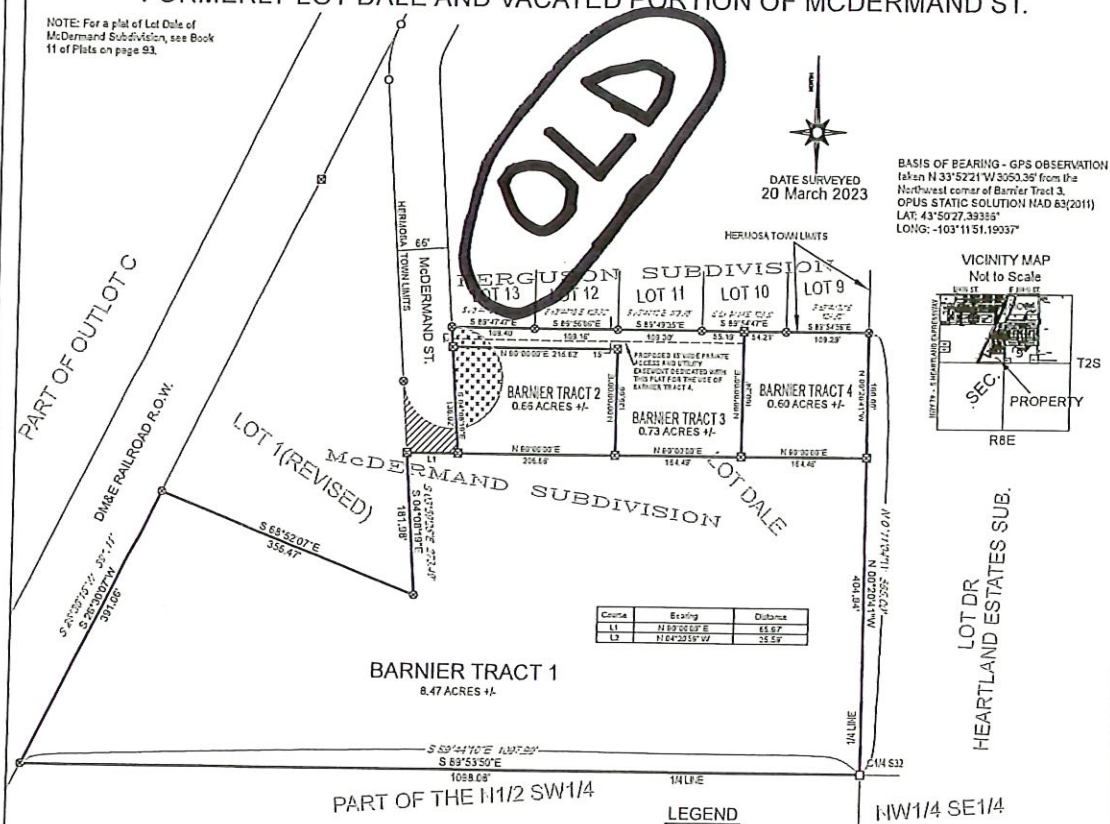
**OFFICE OF THE REGISTER OF DEEDS**  
Filed for record this \_\_\_ day of \_\_\_, 2024, at \_\_\_ o'clock \_\_\_ M, and recorded in Book \_\_\_ of Plats on page \_\_\_\_\_.  
Custer County Register of Deeds \_\_\_\_\_

Prepared by  
**ANDERSEN ENGINEERS**  
*Land Surveyors*

Drawn by DR	Date 6/4/2024	P.O. Box 448 Edgemont, SD 57735 (605)-662-6500
Approved by McB	Date 6/4/2024	andersenengineers@gwt.net
Scale 1"=100'	Sheet 1 of 1	File Name: L_DALE_MCDERMAND_proposedLots_new

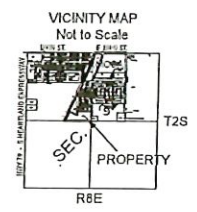
A PLAT OF  
**BARNIER TRACTS 1 THRU 4 OF McDERMAND**  
**SUBDIVISION, LOCATED IN THE SE1/4 NW1/4 OF SECTION**  
**32, T2S, R8E, BHM, CUSTER COUNTY, SOUTH DAKOTA**  
**FORMERLY LOT DALE AND VACATED PORTION OF McDERMAND ST.**

NOTE: For a plat of Lot Dale of McDermand Subdivision, see Book 11 of Plats on page 93.



DATE SURVEYED  
 20 March 2023

BASIS OF BEARING - GPS OBSERVATION  
 taken N 33°52'21" W 3050.36' from the  
 Northwest corner of Barnier Tract 3.  
 OPUS STATIC SOLUTION NAD 83(2011)  
 LAT: 43°59'27.38333"  
 LONG: -103°11'51.19337"



Course	Bearing	Distance
L1	N 89°00'00" E	43.67
L2	N 64°20'35" W	35.59



NOTE: 10 FEET EACH SIDE OF REAR AND SIDE LOT LINES ARE RESERVED FOR UTILITY EASEMENTS. IF THE LINE ADJUTS LANDS NOT SUBDIVIDED UNDER THE PROVISIONS OF CUSTER COUNTY SUBDIVISION ORDINANCE #2, THE ENTIRE 20' WIDE EASEMENT WILL BE TAKEN FROM THE LOT.

An area of special flood hazard exists within this subdivision according to Flood Hazard Insurance Rate Map Panel No. 400330179F, effective date: Jan. 6, 2012. The placement of fill, any new construction, substantial improvements, or another development within the 100-year flood plain as designated by the Town's Flood Insurance Rate Maps and Flood Boundary and Floodway Maps, shall be in conformity with Town of Hermosa's Flood Ordinance.

- LEGEND**
- ☒ Set rebar w/aluminum cap marked "ANDERSEN ENG. PLS 5500"
  - ⊙ Found rebar w/plastic cap marked "HILTON 2695"
  - Found stone monument
  - Found rebar
  - ▨ AREA OF CUL-DE-SAC VACATED WITH RESOLUTION FILED IN BOOK 19ES ON PAGE \_\_\_\_\_
  - ▨ 65' WIDE PUBLIC ROW DEDICATED WITH THIS PLAT. CONTAINS 0.06 ACRES +/- OF FORMER LOT DALE.
- .52" = 1' Stair lettering denotes record calls

**CERTIFICATE OF SURVEYOR**

I, John D. McBride, Registered Land Surveyor No. 5905 in the State of South Dakota, do hereby certify that being so authorized, I have prepared the within plat of land shown and described hereon from notes taken during an actual survey made by me or under my direct supervision, and that to the best of my knowledge and belief, the same is a true and correct representation of said survey.  
 IN WITNESS WHEREOF, I hereunto set my hand and official seal.  
 Dated this \_\_\_ day of \_\_\_, 2024.

John D. McBride SDRLS No. 5905

**STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_**

I, Gregory J. Barrier, do hereby certify that I am the owner of the within described lands and that the within plat was made at my direction for the purposes indicated therein, and that the development of this land shall conform to all existing zoning, subdivision, and erosion and sediment control regulations.  
 Dated this \_\_\_ day of \_\_\_, 2024.

Gregory J. Barrier

**CERTIFICATE OF COUNTY TREASURER**

I, Custer County Treasurer, do hereby certify that all taxes and special assessments which are liens upon the within described lands are fully paid according to the records of this office.  
 Dated this \_\_\_ day of \_\_\_, 2024.

Custer County Treasurer

**RESOLUTION OF THE TOWN BOARD OF TRUSTEES**

Whereas there has been presented to the Town Board of Trustees of Hermosa, South Dakota, the within plat of the above described lands, and it appearing to the Board that said plat conforms to the existing plats of said Town, that the streets set forth therein conform to the system of streets of the municipality, that all provisions of the subdivision regulations have been complied with, that all taxes and special assessments upon the tract have been fully paid, and that said plat and the survey thereof have been executed according to law, now therefore,  
 BE IT RESOLVED, that said plat is hereby approved in all respects.  
 Dated at Hermosa, South Dakota this \_\_\_ day of \_\_\_, 2024.

Town Board President

**CERTIFICATE OF HIGHWAY AUTHORITY**

It appears that every lot has an acceptable approach location onto a public road and the location of the intersection(s) of the proposed subdivision road(s) with the existing public road(s) is hereby approved.

Highway Authority

**CERTIFICATE OF TOWN FINANCE OFFICER**

I, Finance Officer of the Town of Hermosa, South Dakota, do hereby certify that the foregoing instrument is a true and correct copy of the resolution adopted by the Town Board of Hermosa, South Dakota at a meeting held on the \_\_\_ day of \_\_\_, 2024.

Town of Hermosa Finance Officer

**CERTIFICATE OF COUNTY DIRECTOR OF EQUALIZATION**

I, Director of Equalization of Custer County, do hereby certify that my office has been furnished with a true copy of the within plat.  
 Dated this \_\_\_ day of \_\_\_, 2024.

**EXHIBIT D - PLAT**

Custer County Register of Deeds

Prepared by  
**ANDERSEN ENGINEERS**  
 Land Surveyors

Drawn by DR	Date 6/4/2024	P.O. Box 416 Edgemont, SD 57735 (605) 692-5500
Approved by McB	Date 6/4/2024	andersenengineers@att.net
Scale 1"=100'	Sheet 1 of 1	File Name: L_DALE_MCDERMND_prepped_plat_new

TOWN of HERMOSA ---- Additional Plat Information for

- **BARNIER TRACTS 1 through 4** of McDermant Subdivision, located in SE1/4 NW1/4 OF SECTION 32, T2S, R8E, BHM, CUSTER COUNTY, SD (Formerly Lot Dale and vacated portion of McDermant Street)

1. The proposed plat of Tracts 1 through 4 of McDermant Subdivision will all continue to have access by McDermant Street. This is consistent with the current Street Plan for the Town, with development in the adjoining residential neighborhood and complies with state law. (*SDCL 11-3-6*)
  - a. Proposed Tracts #1, #2, and #3 adjoin McDermant Street. This access to McDermant Street meets the access requirements of the Subdivision Ordinance, section #154.22(A) (1,3).
  - b. Proposed Tract 4 has access to McDermant Street by a Private Access Easement, located along the north edge of Tract 3. This access to McDermant Street meets the Private Access requirements of the Subdivision Ordinance sections #154.02 (Streets) (4); and #154.35(K).
2. The proposed plat of Tracts 2 through 4 of McDermant Subdivision will be served by the municipal water system. Lot Dale has had Town water service since late 2014. This is required by Town Ordinance section #50.01(A) and state law.
3. The proposed plat of Tracts 2 through 4 of McDermant Subdivision will be served by the municipal sewer system. Lot Dale has had Town sewer service since late 2014. This is required by Town Ordinance section #51.02(C) (2) and state law.
4. The proposed plat of Tracts 1 through 4 of McDermant Subdivision will all exceed the minimum lot area of 7500 square feet required for the RS zoning district; #155.30(D) (4)
5. The proposed plat of Tracts 2 through 4 of McDermant Subdivision will have a 20 foot wide utility easement centered on shared lot lines and a 10 foot easement on each exterior lot line. This meets Ordinance sections #154.23(D) and #154.38 (A) and (B), and is consistent with development in the adjoining neighborhood.
6. The proposed plat of Tracts 2 through 4 of McDermant Subdivision will have a drainage easement 20 feet wide centered on each shared lot line and 10 foot wide on each exterior lot line. This follows Ordinance sections #154.23(D) and #154.38(A) and (B), and is consistent with development in the adjoining residential neighborhood.

-----

**Jill Dybvig**

---

**From:** Elmer Claycomb <elclaycomb@gmail.com>  
**Sent:** Thursday, September 5, 2024 2:52 PM  
**To:** Jill Dybvig  
**Subject:** Barnier Tracts Floodplain Development Permit 2024-34  
**Attachments:** Staff Report.pdf

**CLAYCOMB ENGINEERING  
PO BOX 57  
815 2nd STREET  
FAIRBURN, SD 57738  
605-255-4049  
[elclaycomb@gmail.com](mailto:elclaycomb@gmail.com)**

Jill,

The Staff Report for the Barnier Tracts is attached. It took me quite a while to gather the pertinent information related to the submittal. You will see that my recommendation is that the Town disapprove the subdivision.

Please contact me if you have questions. I'll get the invoices to you shortly for the jobs I've completed.

Elmer

CLAYCOMB ENGINEERING  
P.O. BOX 57  
815 2<sup>nd</sup> Street  
FAIRBURN, SD 57738  
(605)255-4049  
[elclaycomb@gmail.com](mailto:elclaycomb@gmail.com)

September 5, 2024

TOWN OF HERMOSA

Floodplain Development Permit 2024-34

STAFF REPORT: Floodplain Development Permit for proposed subdivision plat for Barnier Tracts 1 Thru 4 of McDerand Subdivision, Custer County, SD

### PHYSICAL CONDITIONS

The proposed subdivision is totally within FEMA delineated flood hazard zones. Three maps are attached that illustrate the FEMA delineated Flood Hazard Zones.

Exhibit A is a map from the Custer County GIS data that shows the outline of the proposed subdivision and the flood hazard zones.

Exhibit B is a FIRMette taken from the National Flood Hazard Layer. It illustrates the Flood Hazard Zones as well as Base Flood Elevations.

Exhibit C is a portion of a work map by the consultant who prepared the FEMA maps. This map shows the location of the Ferguson Split Flow, the Railroad Split Flow and the main channel of Battle Creek. The north edge of the proposed subdivision is within the Ferguson Split flow and the Base Flood Elevation is established by the Ferguson Split Flow. The center portion of the subdivision is within the Railroad Split Flow and the Base Flood Elevation is established by the Railroad Split Flow. The southern portion of the subdivision falls within the main flow area of Battle Creek and the Base Flood elevations are therefore established by the Battle Creek elevations.

The central portion of the proposed subdivision primarily falls within the AO Zone with a regulatory depth of 3 feet. The AO Zone represents sheet flow that is migrating from the Ferguson and Railroad Split flow areas to the main Battle Creek Zone.

Exhibit D is a copy of the proposed plat.

### BACKGROUND

Flooding of this area occurred on August 17, 2007. Damage within the Ferguson Subdivision, just north of the proposed subdivision, was extensive, with some homes being washed off of their foundations.

The plat of the Ferguson Subdivision was never actually approved by action of the Town. It was accepted by the Town in 1999 based on SDCL 11-6-32 which deemed

the Plat approved since it had not been disapproved by the Town within 90 days. A copy of the Certificate of Deemed Approval of Plat is attached as Exhibit E. Discussions with the Custer County Planning Department in the past revealed that the plat had first been submitted to the County. The County denied the plat. The property was subsequently annexed to the Town. The Town was unwilling to approve the plat, nor did they disapprove the plat. The flooding potential for the area was the concern of both the County and Town.

A plat of Heartland Estates Subdivision, located just northeast of the proposed Barrier Subdivision, containing about 56 lots was approved by the Town in 2004. All of the area is within the FEMA delineated flood hazard area. The majority of the lots were consolidated into a single 19.3 acre lot in 2017.

A single building permit was issued for a modular home on Lot Dale of McDerand Subdivision in 2014. The modular home has subsequently been removed.

## REGULATIONS

### CHAPTER 151: FLOOD DAMAGE PREVENTION

#### § 151.01 FINDINGS, PURPOSE, METHODS.

(A) Statutory authorization. The legislature of the state has in SDCL §§ 9-36 and 11-4 delegated **the responsibility of local governmental units to adopt regulations designed to minimize flood losses**. Therefore, the Board of Trustees does ordain as follows.

(B) Findings of fact.

(1) The flood hazard areas of the town are subject to periodic inundation which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services and extraordinary public expenditures for flood protection and relief, all of which adversely affect the public health, safety and general welfare.

(2) These flood losses are created by the cumulative effect of obstructions in floodplains which cause an increase in flood heights and velocities, and by the occupancy of flood hazards areas by uses vulnerable to floods and hazardous to other lands because they are inadequately elevated, flood-proofed or otherwise protected from flood damage.

(C) Statement of purpose. It is the purpose of this chapter to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

- (1) Protect human life and health;
- (2) Minimize expenditure of public money for costly flood control projects;
- (3) Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- (4) Minimize prolonged business interruptions;
- (5) Minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in floodplains;

(6) Help maintain a stable tax base by providing for the sound use and development of flood-prone areas in a manner so as to minimize future flood blight areas; and

(7) Ensure that potential buyers are notified that property is in a flood area.

(D) Methods of reducing flood losses. In order to accomplish its purposes, this chapter uses the following methods:

(1) **Restrict or prohibit uses that are dangerous to health, safety or property in times of flood**, or cause excessive increases in flood heights or velocities

#### § 151.17 STANDARDS FOR SUBDIVISION PROPOSALS.

(A) All subdivision proposals including the placement of manufactured home parks and subdivisions shall be consistent with this chapter.

(B) All proposals for the development of subdivisions including the placement of manufactured home parks and subdivisions shall meet development permit requirements of this chapter.

(C) Base flood elevation data shall be generated for subdivision proposals and other proposed development including the placement of manufactured home parks and subdivisions which is greater than 50 lots or five acres, whichever is lesser.

(D) All subdivision proposals including the placement of manufactured home parks and subdivisions shall have adequate drainage provided to reduce exposure to flood hazards.

(E) All subdivision proposals including the placement of manufactured home parks and subdivisions shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize or eliminate flood damage.

(Ord. 10.03R, passed 11-15-2011)

#### § 151.16 SPECIFIC STANDARDS.

In all areas of special flood hazards where base flood elevation data has been provided as set forth in: § 151.03(B); § 151.04(B)(8); or § 151.17(C), the following provisions are required.

(A) Residential construction. New construction and substantial improvement of any residential structure shall have the lowest floor (including basement), elevated at least one foot above the base flood elevation. A registered professional engineer, architect or land surveyor shall submit a certification to the Floodplain Administrator that the standard of this division as proposed in § 151.04(C) is satisfied

#### § 151.18 AREAS OF SHALLOW FLOODING (AO/AH ZONES).

Located within the areas of special flood hazard established in § 151.03(B) are areas designated as shallow flooding. These areas have special flood hazards associated with base flood depths of one to three feet where a clearly defined channel does not exist and where the path of flooding is unpredictable and where velocity flow may be evident. The flooding is characterized by ponding or sheet flow; therefore, the following provisions apply.

(A) All new construction and substantial improvements of residential structures have the lowest floor (including basement) elevated above the highest adjacent grade at least one foot higher than the depth number specified in feet on the community's FIRM (at least three feet if no depth number is specified).

### PLAT CONSIDERATIONS

The proposed plat will create 3 small tracts, each less than 1 acre, and a 4th tract with an area of about 8 acres. These tracts present the possibility of 4 building permits being requested. These building permits would be subject to the provisions of the Flood Damage Prevention Ordinance. Tracts 2 and 3 are totally within the AO Zone With a depth number of 3 feet. The Town's Flood Damage Prevention Ordinance requires that the finished floor be at least 1 foot above the depth number, resulting in the requirement that the finished floor be at least 4 feet above the existing ground. Tract 4 has enough area south of the AO Zone that the finished floor requirement would be 1 foot above the Base Flood Elevation of Battle Creek. The Base Flood Elevation is about 3288.3. The ground elevation of the tract ranges from 3284 to 3288.

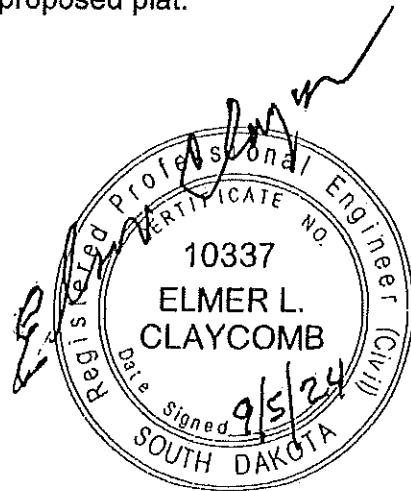
Flood insurance is a prerequisite for receiving money from a federal agency or a federally-supported financial program.

### RECOMMENDATIONS

Approving a plat that creates additional tracts within the FEMA Flood Hazard Zones is contrary to the objective of the Town's Flood Damage Prevention Ordinance. It is therefore recommended that the Town disapprove the proposed plat.

Elmer Claycomb, P.E.  
Floodplain Administrator

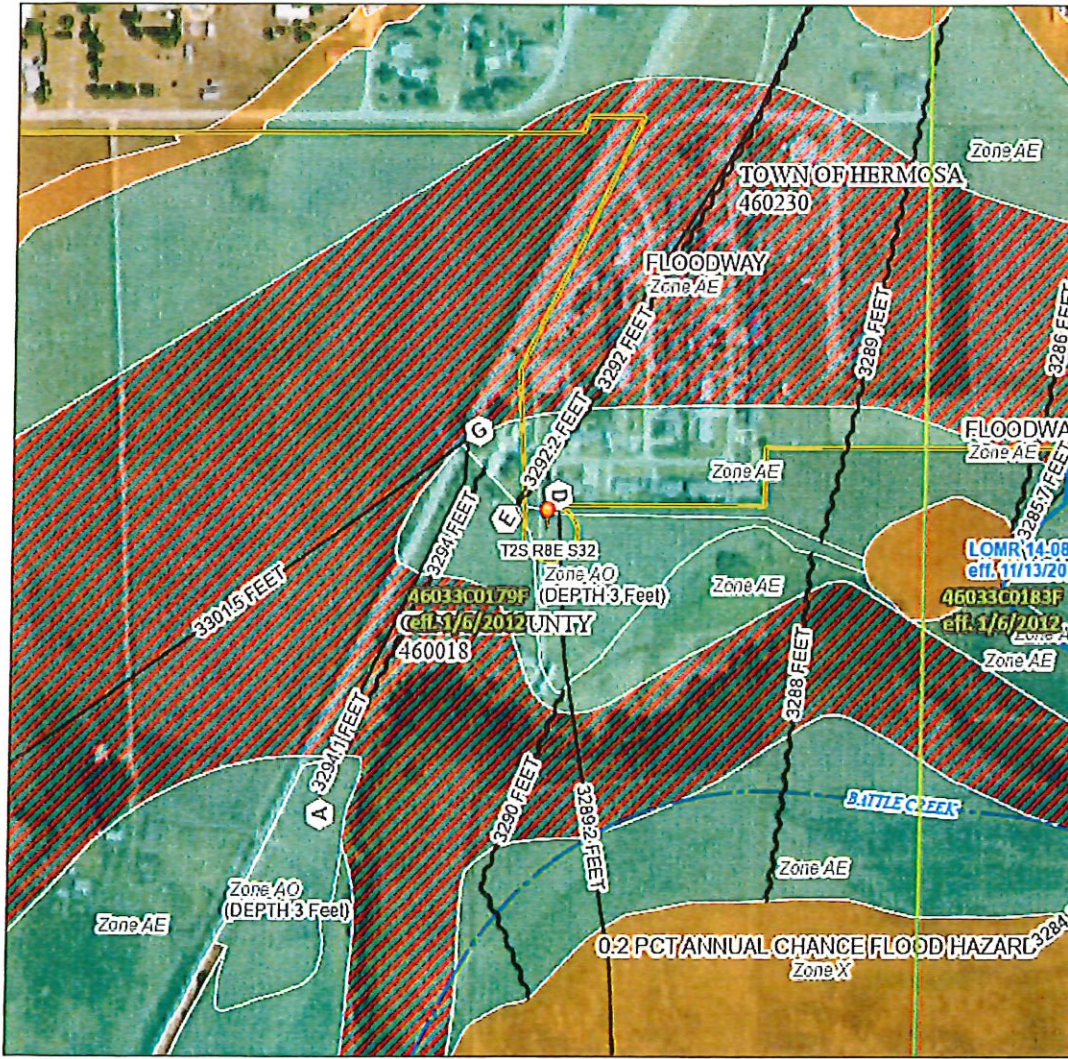
C:\CLAYCOMB ENGINEERING\Hermosa\BARNIER TRACTS\Staff  
Report.doc



# National Flood Hazard Layer FIRMette



103°11'47" W 43°50'15" N



Basemap Imagery Source: USGS National Map 2023

## Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

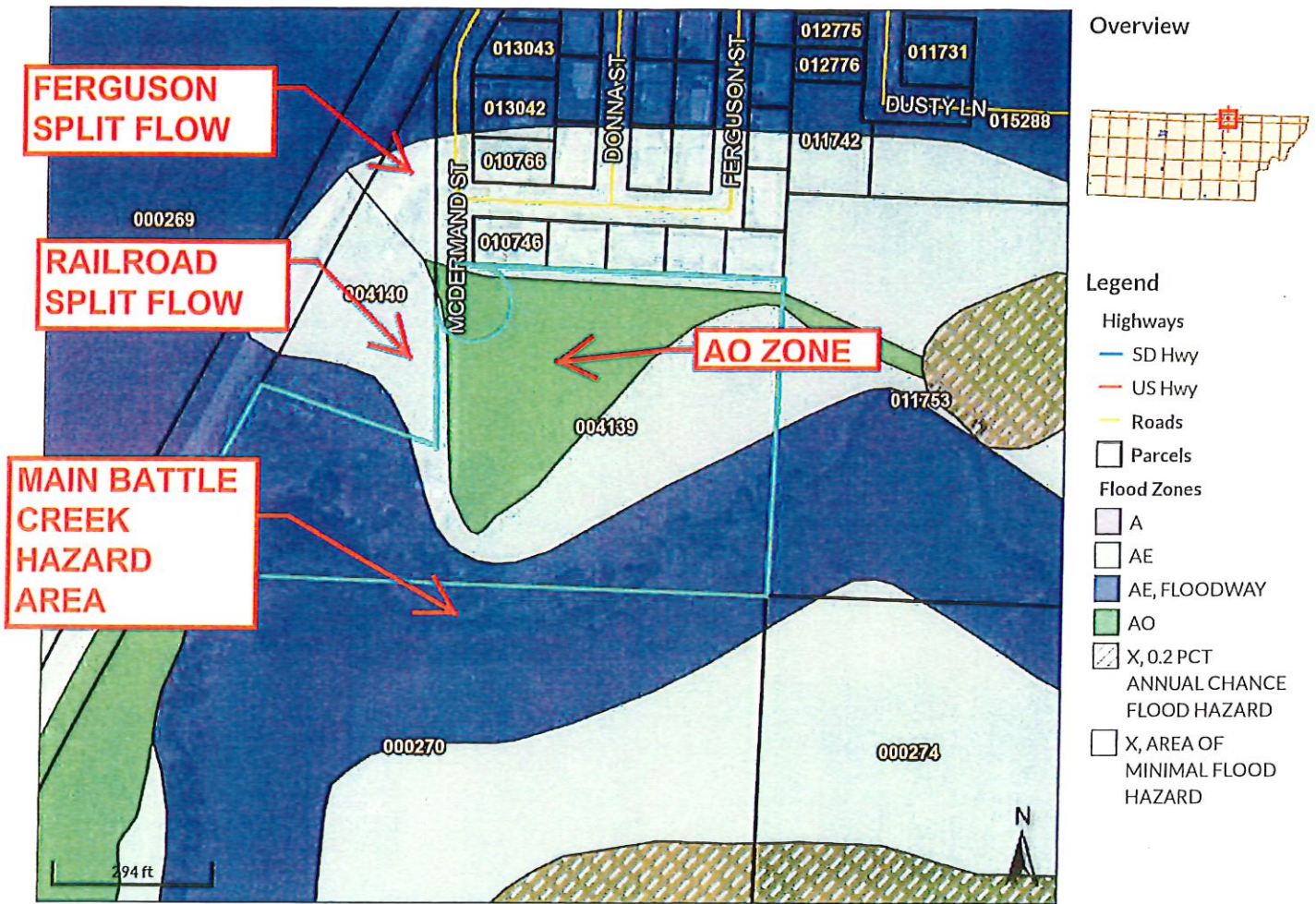
- |                                    |                                                                                                                                                                   |
|------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SPECIAL FLOOD HAZARD AREAS</b>  | Without Base Flood Elevation (BFE)<br>Zone A, V, A59                                                                                                              |
|                                    | With BFE or Depth Zone AE, AO, AH, VE, AR                                                                                                                         |
|                                    | Regulatory Floodway                                                                                                                                               |
| <b>OTHER AREAS OF FLOOD HAZARD</b> | 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X |
|                                    | Future Conditions 1% Annual Chance Flood Hazard Zone X                                                                                                            |
|                                    | Area with Reduced Flood Risk due to Levee. See Notes, Zone X                                                                                                      |
|                                    | Area with Flood Risk due to Levee Zone D                                                                                                                          |
| <b>OTHER AREAS</b>                 | Area of Minimal Flood Hazard Zone X                                                                                                                               |
|                                    | Effective LOMRs                                                                                                                                                   |
|                                    | Area of Undetermined Flood Hazard Zone D                                                                                                                          |
| <b>GENERAL STRUCTURES</b>          | Channel, Culvert, or Storm Sewer                                                                                                                                  |
|                                    | Levee, Dike, or Floodwall                                                                                                                                         |
| <b>OTHER FEATURES</b>              | Cross Sections with 1% Annual Chance Water Surface Elevation                                                                                                      |
|                                    | 17.5                                                                                                                                                              |
|                                    | Coastal Transect                                                                                                                                                  |
|                                    | Base Flood Elevation Line (BFE)                                                                                                                                   |
|                                    | Limit of Study                                                                                                                                                    |
|                                    | Jurisdiction Boundary                                                                                                                                             |
|                                    | Coastal Transect Baseline                                                                                                                                         |
|                                    | Profile Baseline                                                                                                                                                  |
|                                    | Hydrographic Feature                                                                                                                                              |
| <b>MAP PANELS</b>                  | Digital Data Available                                                                                                                                            |
|                                    | No Digital Data Available                                                                                                                                         |
|                                    | Unmapped                                                                                                                                                          |

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards.

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 9/1/2024 at 9:06 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number and FIRM effective date. Map images for **EXHIBIT B - FIRMette** are used for regulatory purposes.



Parcel ID	004139	Alternate ID	n/a	Owner Address	BARNIER GREGORY J
Sec/Twp/Rng	032/0002/008	Class	Residential		3960 CITY VIEW DR
Property Address	349 MCDERMAND ST	Acreage	10.55		RAPID CITY, SD 57701-2365
	HERMOSA				

District 16.1-7-1-0-0-0  
 Brief Tax Description MCDERMAND SUBD - LOT DALE SEC 32 T2 R8 10.550 AC (CORRECTION PLAT)  
 1320803200000200

(Note: Not to be used on legal documents)

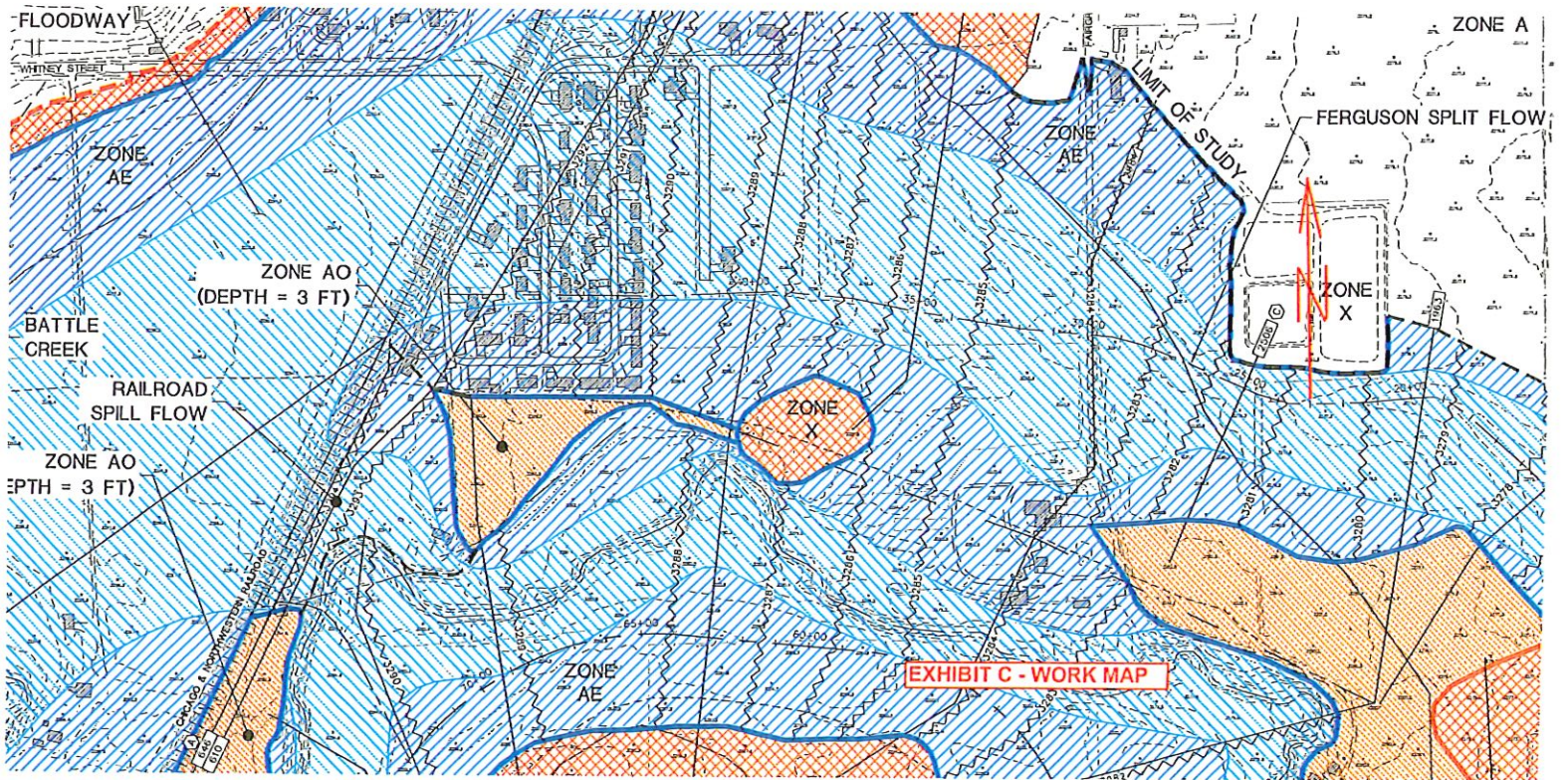
Parcels are not adjusted to match aerial background. GIS information is for reference purposes only and is not a legal document. Data may contain errors.

Date created: 9/2/2024

Last Data Uploaded: 9/2/2024 1:49:25 AM

Developed by Schneider  
 GEOSPATIAL

**EXHIBIT A MAP FROM COUNTY GIS**



FLOODWAY

WHINEY STREET

ZONE AE

ZONE AO  
(DEPTH = 3 FT)

BATTLE CREEK

RAILROAD SPILL FLOW

ZONE AO  
DEPTH = 3 FT)

ZONE X

ZONE AE

LIMIT OF STUDY

FERGUSON SPLIT FLOW

ZONE X

ZONE A

EXHIBIT C - WORK MAP

# From Greg Barnier

## TRACTS 1-4, PLAT APPLICATION

The plat application for Barnier Tracts 1-4 was submitted August 12, 2024. A few days later, as directed by the Town Clerk, a separate Floodplain Development Application and additional fee of \$100.00 were submitted. The plat application proposes to change Lot Dale from a single parcel of 10.5 acres to Tracts 2 through 4 of roughly 2/3 an acre each, and the remaining Tract 1 would be reduced to approximately 8.5 acres. As drawn, Tracts 2, 3, and 4 are each adjacent to the south boundary of the Ferguson subdivision.

After that, the report of the Floodplain Administrator was issued and dated September 5, 2024. Subsequently, an engineering report about the plat application was prepared by Kyle Young of Bice, Young and Associates, dated September 19, 2024. Both reports have been provided to the Finance Office and should be included in the meeting packet for the Board of Trustees meeting on October 1st.

The Young report and the Floodplain Administrator report both identify that Lot Dale includes land designated as FEMA zones AE and A0. Most of the area for proposed Tracts 2, 3 and 4 on the plat application lie within a FEMA A0 zone. Both the Young and Floodplain Administrator reports state that construction is permitted in the AE zone if the occupied area of the building is at least one foot above BFE (Base Flood Elevation). Both reports also state that construction is permitted in the A0 zone if the occupied area of the building is at least four feet above the BFE. However, despite those clear FEMA standards, the Floodplain Administrator report also includes information about how the nearby Ferguson Subdivision was platted. His report appears to rely on some past problems in that subdivision to support his recommendation that the plat application for Tracts 1 through 4 should be denied.

Six reasons the Plat application for Tracts 1-4 should be approved.

1. The plat application meets the requirements of the Town subdivision ordinance:
  - a. the final plat will contain a notation for FEMA flood zones on the plat;
  - b. the proposed Tracts each adjoin or have legal access to McDermand street;
  - c. the proposed Tracts each are larger than the minimum required lot size of 7500 square feet;
  - d. the proposed Tracts would connect to the Town water system, as required by state law;
  - e. the proposed Tracts would connect to the Town sewer system, as required by state law.
  
2. The Town flood ordinance does not apply to a plat application and approval.
  - a. The ordinance applies only to new construction or a substantial improvement to an existing structure:

# 151.03(D) - **Compliance.** *No structure or land shall hereafter be located, altered or have its use changed without full compliance with the terms of this chapter and other applicable regulations.*

Consistent with this compliance requirement, there is no change in use of a structure or land by the plat application.

b. Approval of a plat application is not Development as defined by the flood ordinance:

*#2 Definitions -- DEVELOPMENT. Any man-made change in improved and unimproved real estate, including but not limited to buildings or other structures, fences, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials;*

c. the General Standards of the flood ordinance, #151.15, (A - H) all refer to construction or utility design and installation;

d. the Specific Standards of the flood ordinance, #151.16(A-F), refer to construction, manufactured homes or recreational vehicles;

e. the Subdivision Proposals text of the flood ordinance, #151.17 (A- E), to all refer to construction or placement of manufactured home parks;

f. the Shallow, AO Zone, standards of the flood ordinance, #151.18(A-C), refer to construction, utility design and drainage grading.

3. Both the Young report and the Floodplain Administrator reports state that FEMA regulations allow for future residential construction in both the AO and AE zones.

a. The Floodplain Administrator report at page 3, #151.16(A), for Zone AE, lowest floor of construction must be at least one foot above BFE.

b. The Floodplain Administrator report at page 4, #151.18(A), for Zone A0, lowest floor of construction be at least four feet above BFE.

c. The Young report at page 3, 3rd paragraph, #151.16(A), for Zone AE, lowest floor of construction to be at least one foot above BFE.

d. The Young report at page 4, Elevation Recommendations.(A), for Zone A0, lowest floor of construction to be at least four feet above BFE.

4. The plat application does NOT include any land within the Ferguson Subdivision.

a. The Floodplain Administrator report includes considerable background information about the plat process for Ferguson Subdivision. That plat was approved roughly 25 years ago, in May of 1999. The land identified in the proposed plat application is not located within, or in any manner linked to, either the plat for the Ferguson Subdivision or later development within that subdivision.

b. Neither the Town subdivision ordinance nor the Town flood ordinance provide any authority for the Floodplain Administrator to recommend denial of a plat application based upon the Floodplain Administrator's opinion about the wisdom or benefit which he believes may have resulted from approval of a past subdivision plat or development.

5. The recommendation of the Floodplain Administrator report is based on his personal preference for land use within the plat application, not the requirements established by the flood ordinance.

a. The highlighted language about safety and health on page 3 of his report is presented out of context. That language is part of the introductory text of the ordinance, stating the general findings and purposes for the Town to adopt the flood ordinance. It does not give authority to the Floodplain Administrator to impose an additional or outside requirement which he may believe would be better than the actual ordinance requirements.

b. The language of the flood ordinance grants no authority to the Floodplain Administrator to impose an additional requirement on land use regulated by the town which is not stated in sections #151.15 through #151.19 of the ordinance.

6. This plat application results in no change in water flow, and is consistent with recent decisions by the Board of Trustees to approve limited work in a flood hazard zone
  - a. Permit #2024-29, 500 and 510 Walter Street.
  - b. Permit #2024-2, 520 Walter Street.

Thank you, Greg Barnier

# Engineering Evaluation:

Proposed Plat of Barnier Tracts 1 Thru 4 of  
McDermand Subdivision, Located in the SE ¼ NW ¼ of  
Section 32, T2S, R8E, BHM, Custer County, South  
Dakota

September 19, 2024

Prepared for: Gregory J. Barnier

Prepared by: Kyle Young, PE

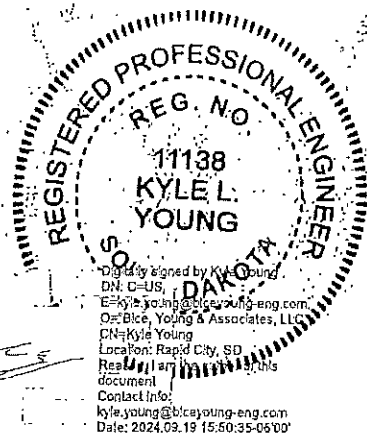
Bice, Young & Associates, LLC

3213 West Main Street

Rapid City, SD 57702

605-430-6054

Kyle.young@biceyoung-eng.com



## Introduction

Mr. Greg Barnier applied for a plat of Barnier Tracts 1 Thru 4 of McDermand Subdivision, Located in the SE ¼ NW ¼ of Section 32, T2S, R8E, BHM, Custer County, South Dakota. As part of the application and approval process, Elmer L. Claycomb produced a report titled "STAFF REPORT: Floodplain Development Permit for proposed subdivision plat for Barnier Tracts 1 Thru 4 of McDerand (sic) Subdivision, Custer County, SD", which will be referred to as "Staff Report" in this report. Staff Report included Exhibits A, B, C, D, and E, which will be referenced in this report.

Staff Report includes a recommendation to disapprove of the proposed plat. The purpose of this report is to clarify the facts and technical merits regarding the floodplain associated with the proposed plat. Information in Staff Report makes a strong case that the Ferguson Subdivision should not be platted but does not support the recommendation to disapprove the plat of Barnier Tracts 1 through 4.

### About the Engineer:

Kyle has been practicing engineering in South Dakota since 2007, and has been a licensed Professional Engineer since 2011 and currently is licensed in ten states. He began his career designing subdivisions in and around Sioux Falls, where subdivisions must follow FEMA regulations. Since then, he has had positions with the South Dakota Department of Transportation, South Dakota Department of Military, and consulting engineering firms performing planning and design as well as an electric utility performing project management. Currently, Kyle is the principal engineer for Bice, Young & Associates, LLC and has a specialty of dry floodproofing design and certification. A recent notable project is flood modeling and flood emergency response planning for Vanderbilt University's campus.

## Ferguson Subdivision

Staff Report makes a strong case against the platting of the Ferguson Subdivision. Much of the Ferguson Subdivision is within the Floodway, and, unless the construction met all requirements of ASCE 24 and analysis was completed that it would not raise the base flood elevation, doesn't meet regulatory requirements. The Barnier preliminary plat application, however, is not part of the Ferguson Subdivision.

## Preliminary plat, proposed Barnier Tracts

The proposed Barnier Tracts are mostly in Zone AO, compared to the Ferguson subdivision, which is within the floodway, Zone AE, and is prone to higher velocity stream flow compared to Zone AO. Zone AO is prone to pooling of flood water and sheet flow. Both pooling of floodwater and sheet flow between one channel flow area to another is lower velocity compared to the channel flow in the floodway as experienced by the Ferguson Subdivision. This pooling and sheet flow type of flooding will not wash houses that are constructed to the International Residential Code and other regulatory requirements off their foundations. As explained in the Staff Report, pages 3 and 4, the town ordinance allows development in both the AO and AE zones when the minimum elevation standard is met.

Approving a preliminary plat in Zone AO does not impact the conveyance capacity of the modeled stream splits shown on the FIRM. This area, while identified as a flood hazard area, is outside of the modeled stream flooding. This is contrary to the Ferguson Subdivision which is largely within the designated floodway.

Required lowest floor elevations in Zone AO are higher than what would be required if the property were designated AE. Elevations shown on Exhibit C of Staff Report indicate required floor elevations of Tracts 2 through 4 range between 3292.5 and 3294.5. Corresponding elevations based on established base flood elevations would range between approximately 3291.8 and less than 3294.0. As included in the last paragraph of Page 3 and the beginning of Page 4 of Staff Report, the requirement for Zone AO in this case requires a floor elevation to be 4 feet higher than adjacent ground while the floor elevation for Zone AE is required to be 1' higher than the modeled base flood elevation. At the south boundary of Zone AO, the ground elevation corresponds to the base flood elevation in order to establish the north boundary of adjacent Zone AE. This means that constructing a structure in Zone AE, which is within the predicted extent of the design flood, can be placed 3 feet lower than a house in Zone AO. Construction of a structure in either Zone at the minimum elevation meets accepted safe design standards, but the information presented in this paragraph demonstrates the added safety associated with development of Zone AO.

The portion of Zone AE that may be impacted by the development of Tract 4 is outside of the floodway. Excavation of on-site material will be needed to build the floor elevation to the required level; the most likely scenario is that more excavation below the base flood elevation will be needed than fill that is placed below base flood elevation. This scenario will have a lowering effect on the base flood elevation resulting in less hazard to surrounding properties.

The first item in the statement of purpose of the Flood Damage Prevention Ordinance is to protect human life and health. The Staff Report states that the development of Ferguson Subdivision was contrary to the protection of human life and health, is in a floodway, and is a hazardous condition. However, if homes are built on Tracts 2-4 in the future, then a location in a low velocity area with a structure built to the proper elevation and in accordance with International Residential Code and/or ASCE 24 creates refuge areas for residents of the Ferguson Subdivision who could get stranded on the south side of the Ferguson Split Flow channel.

## Elevation Recommendations

To safely develop the proposed properties, the following minimum floor elevations which meet or exceed FEMA and ordinance requirements are recommended. Actual minimum floor elevations should be determined and staked by a Land Surveyor as part of the actual individual building permit application process.

Tract 1: 3294.9

Tract 2: 3294.5

Tract 3: 3293.7

Tract 4: 3292.5- Note: This deviates from the Staff Report, as the Ferguson Split is adjacent to the property with elevations ranging from 3290 to less than 3291, and is within Zone AO which results in a higher required finished floor elevation than needed in Zone AE.

## After plat approval, Ability to safely develop property

Construction standards are used to ensure a consistent minimum requirement for all parts of construction planning. These standards are in place to ensure that all of a structure's systems perform adequately for conditions that have been thoroughly vetted by teams of experts in the design of each building system. In the same way that we follow these standards to adequately design roof and wall systems to withstand heavy wind events, there are standards in place that govern flooding. These are the town ordinances, the codes adopted by the ordinances, and the ASCE Standards that the codes reference and are based on. Construction of structures in flood hazard areas have standards in International Residential Code which are based on ASCE 24, Flood Resistant Design and Construction.

Several adjacent properties have been subject to Letters of Map Amendment that remove the property from the flood hazard area. Copies are attached, and These include:

- 301 McDermand Street, which is on Lot 1 (Revised) as shown on the proposed plat, is now in Zone X on the FIRM.
- 345 Ferguson Street, which is across the street to the north of the lot that abuts the north side of proposed Tract 2, is now in Zone X on the FIRM.
- 300 Ferguson Street, which abuts the north side of proposed Tract 4, is now in Zone X on the FIRM.

The fact that these properties, which are all in more flood prone locations than the proposed properties, have homes that have been safely constructed and are now outside of the 500 year floodplain confirms that the three lots in the proposed plat can also be safely developed.

Flood Damage Prevention Ordinance section 151.01 (B) (2) states that flood losses are caused because the uses are inadequately elevated, flood-proofed or otherwise protected from damage. The proposed platting and associated development will be properly protected from flood losses in accordance with building code.

## Summary

After approval of the preliminary plat, building or placing homes on the lots proposed with this platting can be performed safely by following building standards that are in place. This proposed plat promotes public safety because the homes in this platting can be a place of refuge during flood events for occupants of homes in the floodway and lower lying areas. This preliminary plat doesn't require additional public infrastructure to be placed in the floodway.

Attachments: Copies of Letters of Map Amendment for nearby properties

(Ord. 10.9, passed - -2005)

### **§ 154.36 STREET REQUIREMENTS.**

(A) The Town Engineer shall recommend to the governing body the classification of public streets as arterial, collector or local streets.

(B) All public streets and alleys within the platting jurisdiction of the town shall comply with town street specifications adopted by the governing body.

(Ord. 10.9, passed - -2005)

### **§ 154.37 NAMES.**

(A) All subdivisions and streets shall be named.


(B) Subdivision names shall not duplicate or otherwise be confused with the names of existing subdivisions. Subdivision names are subject to approval by the governing body.

(C) No street name shall be used which will duplicate by spelling or sound or may otherwise be confused with the names of existing streets.

(Ord. 10.9, passed - -2005)

### **§ 154.38 UTILITY AND DRAINAGE EASEMENTS.**

(A) Easements are to be provided across lots or centered on rear or side lot lines for utilities and drainage where necessary.

 (B) Utility easements shall not be less than 20 feet in width unless otherwise approved by the governing body.

(C) Where a subdivision is traversed by a watercourse, drainage way or stream, a drainage easement or right-of-way may be required that conforms substantially to the channel banks of the existing or planned drainage way.

(Ord. 10.9, passed - -2005)

### **§ 154.39 DRAINAGE PLANS.**

(A) The governing body may require a drainage plan for any proposed subdivision. Adequate provision shall be made within each subdivision to provide for needed drainage facilities, and these provisions shall account for the ultimate development within the tributary area.

(B) A storm sewer plan shall be prepared prior to other utility plans. These plans shall give preferential engineering considerations to gravity flow improvements.

(C) Off-premise drainage easements and improvements shall be designed to provide for subdivision runoff into a natural channel.

(D) Low areas subject to periodic inundation or that fall within an area of special flood hazard as identified by FEMA, shall not be developed until evidence is provided to the governing body that:

(1) The nature of the land use will not impede surface water runoff and that the land will not be subject to appreciable damage by inundation;

(2) The area may be filled or improved in a manner so as to prevent the periodic inundation, provided that the fill does not retard the flow of surface waters or result in the increase of water level endangering life and property of others;

(C) Base flood elevation data shall be generated for subdivision proposals and other proposed development including the placement of manufactured home parks and subdivisions which is greater than 50 lots or five acres, whichever is lesser.

(D) All subdivision proposals including the placement of manufactured home parks and subdivisions shall have adequate drainage provided to reduce exposure to flood hazards.

(E) All subdivision proposals including the placement of manufactured home parks and subdivisions shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize or eliminate flood damage.

(Ord. 10.03R, passed 11-15-2011)

**§ 151.18 AREAS OF SHALLOW FLOODING (AO/AH ZONES).**

Located within the areas of special flood hazard established in § 151.03(B) are areas designated as shallow flooding. These areas have special flood hazards associated with base flood depths of one to three feet where a clearly defined channel does not exist and where the path of flooding is unpredictable and where velocity flow may be evident. The flooding is characterized by ponding or sheet flow; therefore, the following provisions apply.

(A) All new construction and substantial improvements of residential structures have the lowest floor (including basement) elevated above the highest adjacent grade at least one foot higher than the depth number specified in feet on the community's FIRM (at least three feet if no depth number is specified).

(B) All new construction and substantial improvements of non-residential structures:

(1) Have the lowest floor (including basement) elevated above the highest adjacent grade at least one foot higher than the depth number specified in feet on the community's FIRM (at least two feet if no depth number is specified); or

(2) Together with attendant utility and sanitary facilities be designed so that below one foot above the base flood level the structure is water-tight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads of effects of buoyancy.

(3) A registered professional engineer or architect shall submit a certification to the Floodplain Administrator that the standards of this section, as proposed in §§ 151.15 and 151.16 are satisfied.

(C) Require within Zones AH or AO adequate drainage paths around structures on slopes, to guide flood waters around and away from proposed structures.

(Ord. 10.03R, passed 11-15-2011)

**§ 151.19 FLOODWAYS.**

Floodways located within areas of special flood hazard established in § 151.03, are extremely hazardous areas due to the velocity of flood waters which carry debris, potential projectiles and erosion potential, the following provisions shall apply.

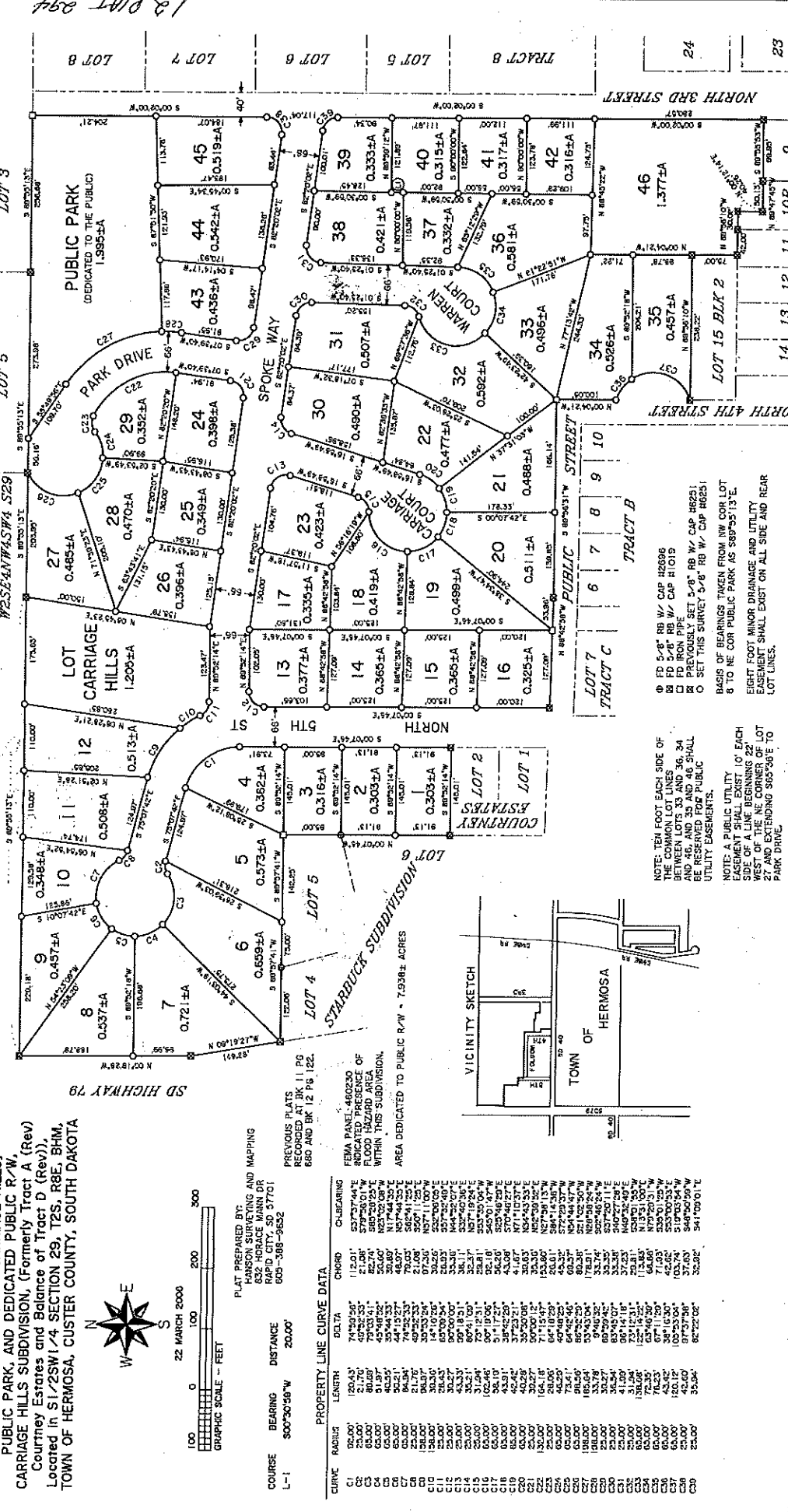
(A) Designate a regulatory floodway which will not increase the base flood level more than one foot.

(B) Encroachments are prohibited, including fill, new construction, substantial improvements and other development within the adopted regulatory floodway unless it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in flood levels within the community during the occurrence of the base flood discharge.

Proposed future development of Carriage Hills Subdivision – Lots 1 thru 46



7B



**CARRIAGE HILLS SUBDIVISION**  
 PLAN OF LOTS 1-46, LOT CARRIAGE HILLS,  
 PUBLIC PARK, AND DEDICATED PUBLIC R/W,  
 CARRIAGE HILLS SUBDIVISION, (Formerly Tract A (Rev))  
 Courtney Estates and Balance of Tract D (Rev)),  
 Located in S1/2SW1/4 SECTION 29, T2S, R8E, B1M,  
 TOWN OF HERMOSA, CUSTER COUNTY, SOUTH DAKOTA

PREVIOUS PLATS  
 RECORDED AT BK 11 PG 860  
 AND BK 12 PG 122.

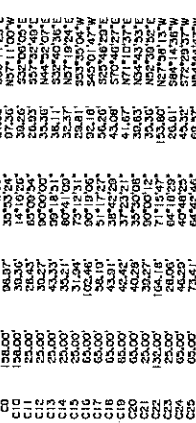
ITMA PANEL 460230  
 NEW SURFACE OF  
 FLOOD HAZARD AREA  
 WITHIN THIS SUBDIVISION.

AREA DEDICATED TO PUBLIC R/W - 7.938± ACRES

PLAT PREPARED BY:  
 HANSON SURVEYING AND MAPPING  
 RAPID CITY, SD 57101  
 605-388-9832

COURSE BEARING DISTANCE  
 L-1 900°20'58"W 20.00'

CURVE	RADIUS	LENGTH	DELTA	CHORD
C1	120.43'	74.50±	112.01'	57.73±
C2	92.00'	21.76'	120.81'	12.01'
C3	65.00'	91.87'	103.23'	21.06'
C4	65.00'	43.98±	52.60'	12.01'
C5	65.00'	35.44±	39.89'	10.74±
C6	65.00'	46.07'	47.74±	14.29±
C7	65.00'	20.15±	21.00'	11.22±
C8	65.00'	40.32±	42.00'	22.44±
C9	120.00'	98.37'	97.20'	52.70±
C10	25.00'	28.43'	30.00'	16.42±
C11	25.00'	30.27'	30.00'	17.47±
C12	25.00'	33.31'	33.00'	19.12±
C13	25.00'	33.31'	33.00'	19.12±
C14	25.00'	33.31'	33.00'	19.12±
C15	25.00'	31.94'	31.94'	18.81±
C16	65.00'	102.46'	92.18'	54.57±
C17	65.00'	39.46±	39.46±	23.82±
C18	65.00'	43.91'	43.91'	27.25±
C19	65.00'	42.42'	42.42'	26.47±
C20	65.00'	40.29'	40.29'	24.83±
C21	65.00'	39.73±	39.73±	24.52±
C22	65.00'	39.73±	39.73±	24.52±
C23	65.00'	104.18±	94.18±	57.15±
C24	65.00'	28.00'	28.00'	17.15±
C25	65.00'	74.37'	74.37'	45.35±
C26	65.00'	98.50±	88.50±	52.12±
C27	65.00'	185.64'	175.64'	109.43±
C28	65.00'	30.27'	30.27'	19.12±
C29	65.00'	36.34±	36.34±	22.71±
C30	65.00'	41.89±	41.89±	26.20±
C31	65.00'	47.44±	47.44±	29.69±
C32	65.00'	53.00±	53.00±	33.18±
C33	65.00'	58.55±	58.55±	36.67±
C34	65.00'	64.10±	64.10±	40.16±
C35	65.00'	69.65±	69.65±	43.65±
C36	65.00'	75.20±	75.20±	47.14±
C37	65.00'	80.75±	80.75±	50.63±
C38	65.00'	86.30±	86.30±	54.12±
C39	65.00'	91.85±	91.85±	57.61±
C40	65.00'	97.40±	97.40±	61.10±
C41	65.00'	102.95±	102.95±	64.59±
C42	65.00'	108.50±	108.50±	68.08±
C43	65.00'	114.05±	114.05±	71.57±
C44	65.00'	119.60±	119.60±	75.06±
C45	65.00'	125.15±	125.15±	78.55±
C46	65.00'	130.70±	130.70±	82.04±
C47	65.00'	136.25±	136.25±	85.53±
C48	65.00'	141.80±	141.80±	89.02±
C49	65.00'	147.35±	147.35±	92.51±
C50	65.00'	152.90±	152.90±	96.00±
C51	65.00'	158.45±	158.45±	99.49±
C52	65.00'	164.00±	164.00±	102.98±
C53	65.00'	169.55±	169.55±	106.47±
C54	65.00'	175.10±	175.10±	109.96±
C55	65.00'	180.65±	180.65±	113.45±
C56	65.00'	186.20±	186.20±	116.94±
C57	65.00'	191.75±	191.75±	120.43±
C58	65.00'	197.30±	197.30±	123.92±
C59	65.00'	202.85±	202.85±	127.41±
C60	65.00'	208.40±	208.40±	130.90±
C61	65.00'	213.95±	213.95±	134.39±
C62	65.00'	219.50±	219.50±	137.88±
C63	65.00'	225.05±	225.05±	141.37±
C64	65.00'	230.60±	230.60±	144.86±
C65	65.00'	236.15±	236.15±	148.35±
C66	65.00'	241.70±	241.70±	151.84±
C67	65.00'	247.25±	247.25±	155.33±
C68	65.00'	252.80±	252.80±	158.82±
C69	65.00'	258.35±	258.35±	162.31±
C70	65.00'	263.90±	263.90±	165.80±



NOTES: TEN FEET EACH SIDE OF THE COMMON BOUNDARY BETWEEN LOTS 33 AND 36, 34 AND 46, AND 35 AND 46 SHALL BE RESERVED FOR PUBLIC UTILITY EASEMENTS.

NOTE: A PUBLIC UTILITY EASEMENT SHALL EXIST 10' EACH SIDE OF A LINE BEGINNING 22' FROM THE NE CORNER OF LOT 27 AND EXTENDING 365.36' TO PARK DRIVE.

BASES OF BEARINGS TAKEN FROM NW COR LOT 10 TO NE COR PUBLIC PARK AS 589.55±13'E.

EIGHT FOOT MINOR DRAINAGE AND UTILITY EASEMENT SHALL EXIST ON ALL SIDE AND REAR LOT LINES.

12 PMT 894

TRACT B

LOT 8

LOT 7

LOT 6

LOT 5

TRACT B

LOT 4

LOT 3

LOT 2

LOT 1

TRACT C

LOT 7

TRACT B

LOT 6

LOT 7

LOT 8

LOT 9

LOT 10

LOT 11

LOT 12

LOT 13

LOT 14

LOT 15 BLK 2

LOT 9

LOT 10R

LOT 11R

LOT 12R

LOT 13R

LOT 14R

LOT 15R

# Town of Hermosa

7C

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

Phone (605) 255-4291 • Fax (605) 255-4094, Email: town@hermosasd.com

## SUBDIVISION PLAT APPLICATION / PLAT APPLICATION

Sketch Plan \_\_\_\_\_ Preliminary Plan  Final Plat

Date: 6-14-24

Permit # 2024-22

Is any property in the Flood Plain? NO Yes \_\_\_\_\_ **\*\*IF YES-YOU WILL NEED A FLOODPLAIN DEVELOPMENT PERMIT\*\*** 500 yr

Receipt # \_\_\_\_\_ Cash \_\_\_\_\_ Check # X Amount 75.00 (\$75.00). **\*Engineering fees may apply\***  
# 606

### Applicant:

### Other Owners:

Name: Brian + Lisa Grasman  
Address: 194 Fairgrounds Place  
City, State, Zip: Hermosa SD. 57744  
Phone & Email: 720-795-6061  
Sign & Date: Brian Grasman 6/14/24  
grasmanbrian@gmail.com

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Phone & Email: \_\_\_\_\_  
Sign & Date: \_\_\_\_\_

### Agent:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Phone & Email: \_\_\_\_\_  
Sign & Date: \_\_\_\_\_

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Phone & Email: \_\_\_\_\_  
Sign & Date: \_\_\_\_\_

### Surveyor/Engineer:

Name: Anderson Engineering  
Address: PO Box 446  
City, State, Zip: Edgemont, SD 57735  
Phone & Email: 605-662-5500  
Registration Number: \_\_\_\_\_  
Sign & Date: \_\_\_\_\_

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Phone & Email: \_\_\_\_\_  
Sign & Date: \_\_\_\_\_

Electronic copy, Original mylar and seven paper copies of the final plat.

### Current Legal Description:

Subdivision/H.E.S./M.S. Title: Neugebauer Tract 1. E 1/2 NE 1/4, Sec 32 T2S R8E B4M  
Secondary Title/Description: \_\_\_\_\_  
Aliquot Location: \_\_\_\_\_ Total Acres: .28  
Township: \_\_\_\_\_ Range: \_\_\_\_\_ Section(s): \_\_\_\_\_ Book: \_\_\_\_\_ Page: 56.85 - 000264

### Proposed Legal Description:

Primary Title (Subdivision Name): Grasman Tract 1. E 1/2 NE 1/4, Sec 32 T2S R8E B4M  
Secondary Title: (Description): \_\_\_\_\_

Does this plat continue to divide an existing subdivision? Yes \_\_\_\_\_ No  FIRM Panel \_\_\_\_\_  
Will this subdivision require construction of roads or installation of other improvements? NO  
What is the intended land use within the subdivision? Residential  Commercial \_\_\_\_\_ Industrial \_\_\_\_\_ Mixed Use \_\_\_\_\_ (Specify on attached plat copy)

**ALL APPLICATIONS MUST BE APPROVED BY THE HERMOSA BOARD OF TRUSTEES PRIOR TO COMMENCEMENT**

PLANNING ADMINISTRATOR	
<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
Name: _____	
Title: _____	
Signature: _____	
Date: _____ Application Fee: \$75.00	
**Register of Deeds Fee: \$60.00 Date Paid: _____ Balance Due: _____	
**MUST PAY AT CUSTER COUNTY**	

HERMOSA BOARD OF TRUSTEES	
<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
Name: _____	
Title: _____	
Signature: _____	
Date: _____	
Date Permit Issued: _____	

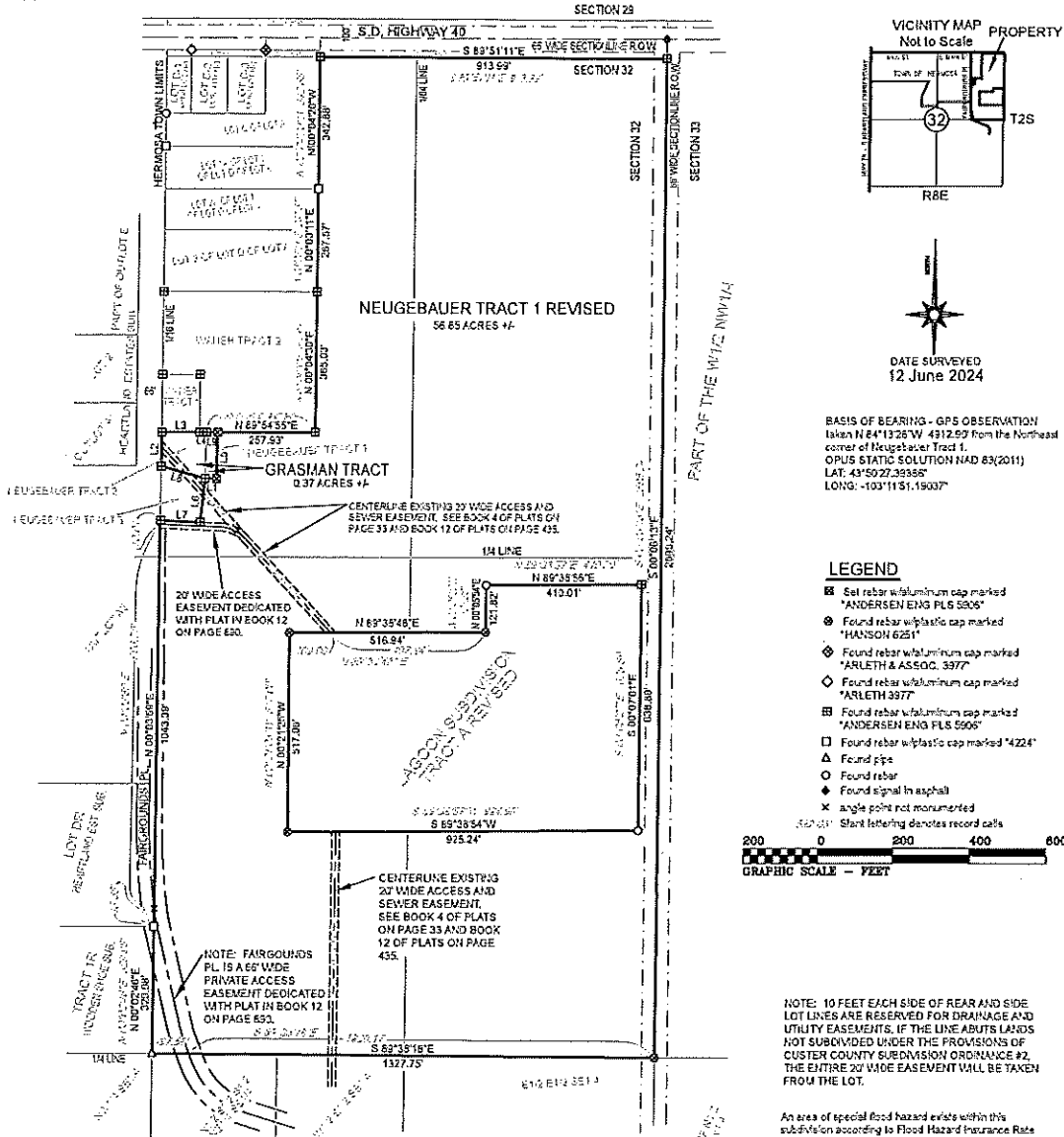
Original Parcel # 000264  
0156519  
Office Use

Mylar original of the approved final plat must be submitted to the Custer County Register of Deeds to be recorded within 15 days after approval by the governing body or all formal action shall become void.

# A PLAT OF NEUGEBAUER TRACT 1 REVISED AND GRASMAN TRACT, LOCATED IN E1/2 NE1/4, SECTION 32, T2S, R8E, BHM, CUSTER COUNTY, SOUTH DAKOTA FORMERLY NEUGEBAUER TRACT 1 AND NEUGEBAUER TRACT 2

NOTE: For plats of Neugebauer Tract 1 & Neugebauer Tract 2, see Book 12 of plats on page 630.

NOTE: For a plat of Tract A Revised of Lagoon Subdivision, see Book 12 of Plats on page 435.



BASIS OF BEARING - GPS OBSERVATION taken N 84°13'26" W 4912.59' from the Northeast corner of Neugebauer Tract 1. OPUS STATIC SOLUTION NAD 83(2011) LAT: 43°50'27.39358" LONS: -103°11'51.15037"

### LEGEND

- Set rebar w/aluminum cap marked "ANDERSEN ENG PLS 5905"
- Found rebar w/plastic cap marked "HANSON 6251"
- ◆ Found rebar w/aluminum cap marked "ARLETH & ASSOC. 3977"
- ◇ Found rebar w/aluminum cap marked "ARLETH 3977"
- Found rebar w/aluminum cap marked "ANDERSEN ENG PLS 5906"
- Found rebar w/plastic cap marked "4224"
- ▲ Found pipe
- Found rebar
- ◆ Found signal in asphalt
- × angle point not monumented
- ① Start lettering denotes record calls



NOTE: 10 FEET EACH SIDE OF REAR AND SIDE LOT LINES ARE RESERVED FOR DRAINAGE AND UTILITY EASEMENTS. IF THE LINE ABUTS LANDS NOT SUBDIVIDED UNDER THE PROVISIONS OF CUSTER COUNTY SUBDIVISION ORDINANCE #2, THE ENTIRE 20' WIDE EASEMENT WILL BE TAKEN FROM THE LOT.

An area of special flood hazard exists within this subdivision according to Flood Hazard Insurance Rate Map Panel No. 46033D0183F, effective date: Jan. 6, 2012 and revised with LOMR, effective date: Nov. 13, 2014. The placement of fill, any new construction, substantial improvements, or another development within the 100-year flood plain as designated by the Town's Flood Insurance Rate Maps and Flood Boundary and Floodway Maps, shall be in conformity with Town of Hermosa's Flood Ordinance.

**WATER PROTECTION STATEMENT**  
Pursuant to SDCL 11-3-8.1 and 11-3-8.2, the developer of the property described within this plat shall be responsible for protecting any waters of the state, including groundwater, located adjacent to or within such platted area from pollution from sewage from such subdivision and shall in prosecution of such protection, conform to and follow all regulations of the South Dakota Department of Environment and Natural Resources relating to the same.

Course	Bearing	Distance
L1	S 85°51'09" E	30.00'
L2	N 00°04'02" E	68.45'
L2	N 02°04'32" E	23.45'
L3	N 69°54'55" E	100.00'
L4	N 69°54'55" E	100.00'
L4	N 69°54'55" E	100.00'

Course	Bearing	Distance
L5	N 01°08'51" E	120.72'
L6	S 65°55'58" W	114.53'
L6	S 73°23'21" W	111.93'
L7	N 87°32'22" W	105.14'
L7	N 55°02'24" W	109.78'
L8	S 74°55'52" E	120.82'
L8	S 74°55'52" E	122.25'
L9	N 69°54'55" E	30.01'

Curve	Radius	Tangent	Length	Delta	Degree	Chord	Chord Bear.
C1	100.00'	40.59'	77.11'	44°10'43"	57°17'45"	75.21'	S 65°26'58" E
C2	140.00'	8.79'	13.57'	5°33'17"	40°55'32"	13.57'	S 11°02'35" E
C3	285.15'	18.05'	39.05'	7°14'37"	20°05'35"	35.03'	S 17°26'32" E

### CERTIFICATE OF SURVEYOR

I, Dustin M. Rees Registered Land Surveyor No. 13405 in the State of South Dakota, do hereby certify that being so authorized, I have prepared the within plat of land shown and described hereon from notes taken during an actual survey made by me or under my direct supervision, and that to the best of my knowledge and belief, the same is a true and correct representation of said survey.  
IN WITNESS WHEREOF, I hereunto set my hand and official seal.  
Dated this \_\_\_ day of \_\_\_, 2024.

Dustin M. Rees SDRLS No. 13405

OFFICE OF THE REGISTER OF DEEDS  
Filed for record this \_\_\_ day of \_\_\_, 2024, at \_\_\_ o'clock \_\_\_ M, and recorded in Book \_\_\_ of Plats on page \_\_\_.

Custer County Register of Deeds

**Prepared by**  
**ANDERSEN ENGINEERS**  
*Land Surveyors, Professional Engineering, & Environmental Consultants*

Drawn by RVJ	Date 8/19/2021	P.O. Box 446 Edgemont, SD 57735 (605)-652-5500
Approved by L&B	Date 8/19/2021	andersenengineers@gmail.com
Scale 1"=200'	Sheet 1 of 2	File Name: 532_T2S_R8E_2021

A PLAT OF  
**NEUGEBAUER TRACT 1 REVISED AND GRASMAN TRACT, LOCATED IN E1/2 NE1/4, SECTION 32, T2S, R8E, BHM, CUSTER COUNTY, SOUTH DAKOTA**  
 FORMERLY NEUGEBAUER TRACT 1 AND NEUGEBAUER TRACT 2

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_  
 We, Brian Grasman and Lisa Grasman, do hereby certify that we are the owners of the within described lands and that the within plat was made at our direction for the purposes indicated therein, and that the development of this land shall conform to all existing zoning, subdivision, and erosion and sediment control regulations.  
 Dated this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
 Brian Grasman

\_\_\_\_\_  
 Lisa Grasman

**ACKNOWLEDGMENT OF OWNERSHIP**  
 STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_  
 On this \_\_\_\_ day of \_\_\_\_\_, 2024, before me, a Notary Public, personally appeared Brian Grasman and Lisa Grasman, known to me to be the person(s) described in the foregoing instrument, and acknowledged to me that they signed the same.  
 IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

\_\_\_\_\_  
 Notary Public

My commission expires \_\_\_\_\_

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_  
 Neugebauer Brothers Dairy, does hereby certify that it is the owner of the within described lands and that the within plat was made at its direction for the purposes indicated therein, and that the development of this land shall conform to all existing zoning, subdivision, and erosion and sediment control regulations.  
 Dated this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
 Neugebauer Brothers Dairy

**ACKNOWLEDGMENT OF OWNERSHIP**  
 STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_  
 On this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned officer, personally appeared Stanley O. Neugebauer, who acknowledged himself to be the Representative of Neugebauer Brothers Dairy, and that he, as such Representative being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Representative.  
 IN WITNESS WHEREOF I hereunto set my hand and official seal.

\_\_\_\_\_  
 Notary Public

My commission expires \_\_\_\_\_

**CERTIFICATE OF COUNTY DIRECTOR OF EQUALIZATION**  
 I, Director of Equalization of Custer County, do hereby certify that my office has been furnished with a true copy of the within plat.  
 Dated this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
 Director of Equalization of Custer County

**RESOLUTION OF THE TOWN BOARD OF TRUSTEES**  
 Whereas there has been presented to the Town Board of Trustees of Hermosa, South Dakota, the within plat of the above described lands, and it appearing to the Board that said plat conforms to the existing plats of said Town, that the streets set forth therein conforms to the system of streets of the municipality, that all provisions of the subdivision regulations have been complied with, that all taxes and special assessments upon the tract have been fully paid, and that said plat and the survey thereof have been executed according to law, now therefore,  
**BE IT RESOLVED**, that said plat is hereby approved in all respects.  
 Dated at Hermosa, South Dakota this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
 Town Board President

**CERTIFICATE OF COUNTY TREASURER**  
 I, Custer County Treasurer, do hereby certify that all taxes and special assessments which are liens upon the within described lands are fully paid according to the records of this office.  
 Dated this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
 Custer County Treasurer

**CERTIFICATE OF TOWN FINANCE OFFICER**  
 I, Finance Officer of the Town of Hermosa, South Dakota, do hereby certify that the foregoing instrument is a true and correct copy of the resolution adopted by the Town Board of Hermosa, South Dakota at a meeting held on the \_\_\_\_ day of \_\_\_\_\_, 2024.


\_\_\_\_\_  
 Town of Hermosa Finance Officer

**CERTIFICATE OF HIGHWAY AUTHORITY**  
 It appears that every lot has an acceptable approach location onto a public road and the location of the intersection(s) of the proposed subdivision road(s) with the existing public road(s) is hereby approved.

\_\_\_\_\_  
 Highway Authority Date: \_\_\_\_\_

**OFFICE OF THE REGISTER OF DEEDS**  
 Filed for record this \_\_\_\_ day of \_\_\_\_\_, 2024, at \_\_\_\_\_ o'clock \_\_\_\_\_ M, and recorded in Book \_\_\_\_\_ of Plats on page \_\_\_\_\_

\_\_\_\_\_  
 Custer County Register of Deeds

 Prepared by <b>ANDERSEN ENGINEERS</b> <i>Land Survey, Registered Engineering, &amp; Environmental Consultants</i>		
Drawn by RW	Date 8/23/2021	P.O. Box 446 Edgemont, SD 57735 (605) 692-5500 andersenengineers@gmail.net
Approved by MCB	Date 8/23/2021	
Scale N/A	Sheet 2 of 2	File Name: S32_T2S_REE_2021



August 15, 2024

TO: City of Hermosa, SD

FR: Neil Putnam AICP and Anthony Theodorou PE

RE: Permit No. 2024-22

Applicant: Brian and Lisa Grasman  
194 Fairgrounds Place  
Hermosa SD 57744

Action Requested: Preliminary Plat and Final Plat

Legal Description: Neugebauer Tract 1, Revised and Tract Grassman Tract, located in E1/2 NE ¼, Section 32, T2S, R8E, BHM, Custer County, South Dakota (Formerly Neugebauer Tract 1 and Neugebauer Tract 2)

Current Zoning District: Residential

Comments: The property is outside the city limits. Custer County must approve the plat prior to the city in accordance with the extra-territorial agreement between the city and county. The adjoining property owner is acquiring additional land. Custer County is responsible for the building permits. The city should be consulted prior to the issuance of future permits.

This report addresses the compliance of the plat. The authority to enforce setbacks and the placement of structures rest with Custer County. However, future structures shall not interfere or encroach upon the established city easements.

Existing Use: vacant

Recommendations:

Planning:

1. Prior to approval, all fees are to be paid.
2. Custer County Register of Deeds reviews and accepts the plat, legal description, and other requirements of the plat.
3. If approved by the Town of Hermosa, a mylar copy will be provided by the owner to the Board of Trustees for final review, approval, and signature.
4. The owner is responsible for submitting the plat to Custer County and paying applicable taxes, and having the plat signed and recorded.

194 Fairgrounds Pl. Parcel 015656



Alternate IDn/a  
Class Residential  
Acreage 0.28

Owner Address GRASMAN BRIAN & LISA JTWROS  
194 FAIRGROUNDS PL  
HERMOSA, SD 57744-2301

16.1-7-1-0-0-0  
NEUGEBAUER TRACT 2 OF W2E2NE4 SEC 32 T2 R8 .28 AC  
MH W/RE - 2022 FRIENDSHIP SHOWCASE 28X70  
SERIAL # FMT410MN2154018AB  
TITLE # 240120249

194 Fairgrounds Place – Brian Grasman



# Our Savior's Lutheran Church

## Water

Sept	182.51	+
August	157.78	+
July	168.48	+
June	175.21	+
May	159.78	+
April	120.43	+
March	54.55	+
Feb	39.15	+
Jan	18.28	+
Dec	15.26	+
Nov	23.63	+

011

1-015-00 \$

## Sewer

Sept	92.06	+
Aug	95.36	+
July	67.20	+
June	93.21	+
May	70.25	+
April	31.82	+
March	22.84	+
Feb	10.66	+
Jan	8.90	+
Dec	13.78	+
Nov		

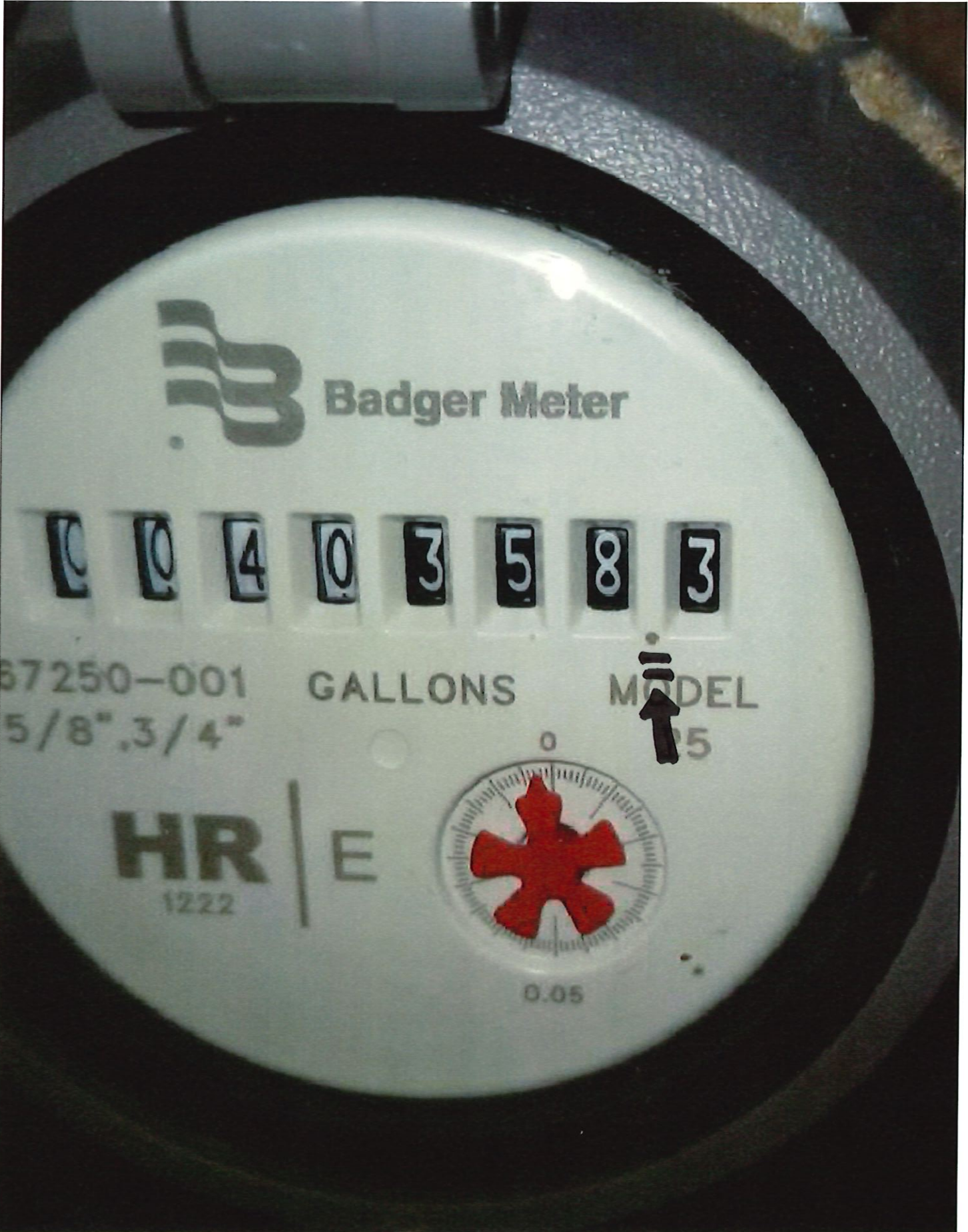
010

506-06 \$

## Refund

\$ 1,561.12

Meter – Our Savior’s Lutheran Church



ACCOUNT NUMBER 12520001 STATUS Active  
 NAME **OUR SAVIORS LUTHERAN CHURCH** (605)255-4662  
 PROPERTY 380 MAIN ST CUSTOMER TYPE COMMERCIAL

TIMES DELQ 30 DAYS 60 DAYS 90 DAYS OVER 90  
 0

LAST BILL 290.67  
 PENALTY  
 ADJUST  
 PAYMENT 290.67  
 AMT DUE

DATE	DESCRIPTION	CONSUMPTION	CHARGE	BILL/PEN/PMT	BALANCE
9/29/2024	PAYMENT			290.67-	0.00
9/23/2024	MISC	WA LLSI Survey	20.00-		
9/23/2024	MISC	WA LLSI Survey	20.00		
9/23/2024	MISC	WA LLSI Survey	20.00-		
9/23/2024	SEWER	11051	43.08		
9/23/2024	SEWER	11051-	43.08-		
9/23/2024	SEWER	11051	43.08		
9/23/2024	SEWER	11051-	443.08-		
9/23/2024	WATER	29300			
9/23/2024	SEWER	11051	443.08		
9/23/2024	WATER	29300-			
9/23/2024	SEWER	11051-	43.08-		
9/23/2024	WATER	29300			
9/23/2024	WATER	42771	239.85		
9/23/2024	SEWER	11051	43.08		
9/23/2024	GARBAGE		20.00		
9/23/2024	WATER				
9/23/2024	WATER	42771-	303.63-		
9/23/2024	SEWER	42771-	194.20-		
9/23/2024	GARBAGE		20.00-		
9/23/2024	WELL		3.50		
9/23/2024	WATER	42771	303.63		
9/23/2024	SEWER	42771	194.20		
9/23/2024	GARBAGE		20.00		
9/23/2024	DOT2		1.50		
9/23/2024	DOT1		1.50		
	TAX		1.24	290.67	290.67
8/25/2024	PAYMENT			397.56-	0.00
8/21/2024	WELL		3.50		
8/21/2024	WATER	29297	222.78		
8/21/2024	SEWER	29297	147.04		
8/21/2024	GARBAGE		20.00		
8/21/2024	DOT2		1.50		
8/21/2024	DOT1		1.50		
	TAX		1.24	397.56	397.56
8/04/2024	PAYMENT			406.58-	0.00
7/23/2024	WELL		3.50		
7/23/2024	WATER	30247	228.48		

*Credit*

*took off garden meter reading \**  
 $239.85 * - 65.00 + 7.66 = 182.51 *$   
 $43.08 * - OK - Base \$ 55.00$

*1277 Over 3.000*

$65.00 = 157.78 *$   
 $85.00 = 92.04 ✓$

$65.00 = 168.48 *$

# UTILITY BILLING HISTORY INQUIRY

ACCOUNT NUMBER 12520001 STATUS Active  
 NAME OUR SAVIORS LUTHERAN CHURCH (605)255-4662  
 PROPERTY 380 MAIN ST CUSTOMER TYPE COMMERCIAL

DATE	DESCRIPTION	CONSUMPTION	CHARGE	BILL/PEN/PMT	BALANCE
7/23/2024	SEWER	3024 <del>7</del>	150.36	- 55.00 =	95.36 ✓
7/23/2024	GARBAGE		20.00		
7/23/2024	DOT2		1.50		
7/23/2024	DOT1		1.50		
	TAX		1.24	406.58	406.58
6/23/2024	PAYMENT			330.15-	0.00
6/21/2024	SEWER	22201	122.20		
6/21/2024	SEWER	22201-	122.20-		
6/21/2024	WATER	22201	180.21		
6/21/2024	SEWER	22201	122.20		
6/21/2024	WATER	22201-	180.21-		
6/21/2024	SEWER	22201-	122.20-		
6/21/2024	WELL		3.50		
6/21/2024	WATER	2220 <del>1</del>	180.21	- 65.00 =	115.21 *
6/21/2024	SEWER	2220 <del>1</del>	122.20	- 55.00 =	67.20 ✓
6/21/2024	GARBAGE		20.00		
6/21/2024	DOT2		1.50		
6/21/2024	DOT1		1.50		
	TAX		1.24	330.15	330.15
5/26/2024	PAYMENT			400.73-	0.00
5/24/2024	WELL		3.50		
5/24/2024	WATER	2963 <del>0</del>	224.78	- 65.00 =	159.78 *
5/24/2024	SEWER	2963 <del>0</del>	148.21	- 55.00 =	93.21 ✓
5/24/2024	GARBAGE		20.00		
5/24/2024	DOT2		1.50		
5/24/2024	DOT1		1.50		
	TAX		1.24	400.73	400.73
4/28/2024	PAYMENT			338.42-	0.00
4/22/2024	WELL		3.50		
4/22/2024	WATER	2307 <del>2</del>	185.43	- 65.00 =	120.43 *
4/22/2024	SEWER	2307 <del>2</del>	125.25	- 55.00 =	70.25 ✓
4/22/2024	GARBAGE		20.00		
4/22/2024	DOT2		1.50		
4/22/2024	DOT1		1.50		
	TAX		1.24	338.42	338.42
3/31/2024	PAYMENT			234.11-	0.00
3/22/2024	WELL		3.50		
3/22/2024	WATER	1209 <del>2</del>	119.55	- 65.00 =	54.55 *
3/22/2024	SEWER	1209 <del>2</del>	86.82	- 55.00 =	31.82 ✓
3/22/2024	GARBAGE		20.00		
3/22/2024	DOT2		1.50		
3/22/2024	DOT1		1.50		
	TAX		1.24	234.11	234.11
2/26/2024	PAYMENT			209.73-	0.00
2/21/2024	WELL		3.50		
2/21/2024	WATER	952 <del>8</del>	104.15	- 65.00 =	39.15 *
2/21/2024	SEWER	952 <del>8</del>	77.84	- 55.00 =	22.84 ✓
2/21/2024	GARBAGE		20.00		

ACCOUNT NUMBER 12520001 STATUS Active  
 NAME OUR SAVIORS LUTHERAN CHURCH (605)255-4662  
 PROPERTY 380 MAIN ST CUSTOMER TYPE COMMERCIAL

DATE	DESCRIPTION	CONSUMPTION	CHARGE	BILL/PEN/PMT	BALANCE
2/21/2024	DOT2		1.50		
2/21/2024	DOT1		1.50		
	TAX		1.24	209.73	209.73
2/04/2024	PAYMENT			176.68-	0.00
1/22/2024	WELL		3.50		
1/22/2024	WATER	6047	83.28	- 65.00 =	18.28 *
1/22/2024	SEWER	6047	65.66	- 55.00 =	10.66 ✓
1/22/2024	GARBAGE		20.00		
1/22/2024	DOT2		1.50		
1/22/2024	DOT1		1.50		
	TAX		1.24	176.68	176.68
1/04/2024	PAYMENT			171.90-	0.00
12/21/2023	WELL		3.50		
12/21/2023	WATER				
12/21/2023	WATER	5547	80.26	- 65.00 =	15.26 *
12/21/2023	SEWER	5547	63.90	- 55.00 =	8.90 ✓
12/21/2023	GARBAGE		20.00		
12/21/2023	DOT2		1.50		
12/21/2023	DOT1		1.50		
	TAX		1.24	171.90	171.90
12/12/2023	PAYMENT			185.15-	0.00
11/21/2023	WELL		3.50		
11/21/2023	WATER				
11/21/2023	WATER	6938	88.63	- 65.00 =	23.63 *
11/21/2023	SEWER	6938	68.78	- 55.00 =	13.78 ✓
11/21/2023	GARBAGE		20.00		
11/21/2023	DOT2		1.50		
11/21/2023	DOT1		1.50		
	TAX		1.24	185.15	185.15
11/12/2023	PAYMENT			204.22-	0.00
10/24/2023	WATER	10800			
10/24/2023	SEWER	1614	55.00		
10/24/2023	WATER	1080-	5.40-		
10/24/2023	SEWER	12414-	87.95-		
10/24/2023	WELL		3.50		
10/24/2023	WATER	1080.	5.40		
10/24/2023	WATER	12414	121.48		
10/24/2023	SEWER	12414	87.95		
10/24/2023	GARBAGE		20.00		
10/24/2023	DOT2		1.50		
10/24/2023	DOT1		1.50		
	TAX		1.24	204.22	204.22
10/10/2023	PAYMENT			87.74-	0.00
9/23/2023	WELL		3.50		
9/23/2023	WATER				
9/23/2023	WATER	3000	65.00		
9/23/2023	SEWER	3000	55.00		
9/23/2023	GARBAGE		20.00		

*New Meter*



## Claims for approval 11-05-2024

VENDOR	REFERENCE	AMOUNT
A & B BUSINESS EQUIPMENT	MONTHLY PRINTER/FAX FEE	\$ 539.52
BANK WEST MASTERCARD	STAMPS/ADOBE SOFTWARE/CONF REG/LAPTOP CASE/CLIPS	\$ 512.14
BENESCH	PROFESSIONAL SERVICES 7/29-10/20/2024	\$ 9,572.09
BENESCH	LAGOON EXPANSION DESIGN/DANR PERMIT	\$ 4,733.22
BENESCH	LONE COYOTE WATER/SEWER EXTENSION	\$ 13,365.00
BENESCH	WASTEWATER TREATMENT PLANT	\$ 8,600.00
BENESCH	NORTH WATER TANK	\$ 10,894.13
BLACK HILLS ELECTRIC COOP	UTILITIES ELECTRIC OCTOBER 2024	\$ 2,962.53
CONNIE LEIMER	TRAP/NEUTER/RELEASE PROGRAM	\$ 25.00
TERESA CORNELISON	ROUNDTRIP MILEAGE TO SDML CONF IN SIOUX FALLS, SD	\$ 364.14
CUSTER COUNTY SHERIFF	DISPATCH CONTRACT	\$ 2,000.00
CHUCK FERGUSON	SEPTEMBER 2024 SERVICES	\$ 3,120.00
CHUCK FERGUSON	LAY PIPES LAGOON DISCHARGE/ELEC PUMP/50 AMP BREAKER	\$ 941.00
CHUCK FERGUSON	GASOLINE/ROUND TRIPS TO RC/INSPECTION/ST LIGHT INSP	\$ 896.63
HAGG & HAGG LLP	NOVEMBER RETAINER/1.75 BILLABLE HRS/280 COPIES	\$ 3,051.25
HARLAND CLARKE	ORIGINAL CHECK ORDER FOR BANKWEST ACCOUNT	\$ 173.86
HAWKINS INC	WATER CHEMICALS	\$ 592.04
KELBURN KOONTZ	ROUNDTRIP MILEAGE TO SDML CONF IN SIOUX FALLS, SD	\$ 364.14
MIDCONTINENT TESTING LABS	WATER TESTING FOR 3RD QTR 2024	\$ 719.00
NORTHWEST PIPE FITTINGS	PIPES/PARTS WATER TO LAGOON	\$ 849.00
RURAL DEVELOPMENT	RD 1 LOAN-OCTOBER INTEREST & PRINCIPAL	\$ 1,278.00
	RD 2 LOAN - OCOTBER INTEREST & PRINCIPAL	\$ 417.00
	RD 3 LOAN - OCTOBER INTEREST & PRINCIPAL	\$ 222.00
SDML WORKER'S COMP FUND	2025 WORK COMP RENEWAL	\$ 584.00
SOUTH DAKOTA 811	MESSAGE FEES/VOICE OUT 7-9/2024	\$ 59.22
JERRY STYLES	REGISTRATION FOR FUEL THE GROWTH CONFERENCE	\$ 850.00
SUMMIT SIGNS	SLOW DOWN/DEAD END SIGNS/ WHITE FLAGGING TAPE	\$ 266.50
USA BLUE BOOK	STENNER S SERIES S-30 PUMP	\$ 1,467.08
LEO VAN SAMBEEK	REGISTRATION FOR FUEL THE GROWTH CONFERENCE	\$ 850.00
<b>Accounts Payable Total</b>		<b>\$ 70,268.49</b>
<b>Transfer funds to CD</b>	TRANSFER FROM WATER FUND TO CD - PRESTON DEVELOP	<b>\$ 140,501.08</b>
<b>TOTAL</b>		<b>\$ 210,769.57</b>
<b>Utility Deposit Refund</b>		
LISA HUSSEY	300 E MAIN #57	\$ 186.70
	<b>Deposit Refund Total</b>	<b>\$ 186.70</b>
<b>Payroll related</b>		
Total Paid On: 10/31/24		
	Legislative, Financial Administration, Govt Blds	\$ 3,912.29
	Water	\$ 441.62
	Sewer	\$ 181.62
	Promoting City/BBB	\$ 60.50
SOUTH DAKOTA RETIREMENT	SDRS	\$ 940.06
EFTPS-ELECTRONIC FEDERAL TAX	FED/FICA TAX	\$ 1,156.91
HEALTH POOL OF SD	ADMIN/FO SINGLE HEALTH 8/24	\$ 1,969.00
<b>Payroll Total</b>		<b>\$ 8,662.00</b>
<b>***** REPORT TOTAL *****</b>		<b>\$ 219,618.27</b>

**CLAIMS REPORT**  
 Check Range: 10/16/2024-11/05/2024

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
A & B BUSINESS EQUIPMENT INC	MONTHLY PRINTER/FAX FEE	539.52		345	11/05/24
A & B BUSINESS EQUIPMENT INC	MONTHLY PRINTER/FAX FEE		539.52		
BANKWEST CARDMEMBER SERVS	FO REGISTATION ANNUAL CONF		512.14	346	10/22/24
BENESCH	LONE COYOTE WATER/SEWER EXT			18049	11/05/24
BENESCH	LONE COYOTE WATER/SEWER EXT		47,164.44		
BLACK HILLS ELECTRIC COOP., Inc	UTILITIES - GENERAL		2,962.53	347	11/05/24
CONNIE LEIMER	TRAP/NEUTER/RELEASE PROGRAM			18050	11/05/24
CONNIE LEIMER	TRAP/NEUTER/RELEASE PROGRAM		25.00		
CORNELISON, TERRI	MILEAGE SDML ANNUAL CONFERENCE		364.14	352	11/05/24
CUSTER COUNTY SHERIFF	DISPATCH CONTRACT-NOV 24-APR25			18051	11/05/24
CUSTER COUNTY SHERIFF	DISPATCH CONTRACT		2,000.00		
EFTPS-Electronic Federal Tax	FED/FICA TAX		1,156.91	343	10/31/24
CHUCK FERGUSON	OCTOBER 2024 SERVICES	3,120.00		344	10/31/24
CHUCK FERGUSON	CLEAR WEEDS/GRAVEL WELL SITE			18052	11/05/24
CHUCK FERGUSON	OCTOBER 2024 SERVICES	1,837.63	4,957.63		
HAGG & HAGG LLP	NOVEMBER RETAINER			18053	11/05/24
HAGG & HAGG LLP	NOVEMBER RETAINER/ADD'L HRS		3,051.25		
HARLAND CLARKE	INITIAL CK ORDER FOR BW ACCT		173.86	355	10/22/24
HAWKINS, Inc.	WATER CHEMICALS			18054	11/05/24
HAWKINS, Inc.	WATER CHEMICALS		592.04		
HEALTH POOL OF SOUTH DAKOTA	LIFE INS	21.00		18046	10/31/24
HEALTH POOL OF SOUTH DAKOTA	FO SINGLE HEALTH INSURANCE			18055	11/05/24
HEALTH POOL OF SOUTH DAKOTA	HEALTH INSURANCE PREMIUM	1,969.00	1,990.00		
KELBURN KOONTZ	MILEAGE SDML ANNUAL CONFERENCE		364.14	351	11/05/24
Midcontinent testing lab. Inc	WATER TESTING/3RD QTR 2024			18056	11/05/24
Midcontinent testing lab. Inc	WATER TESTING/3RD QTR 2024		719.00		
NORTHWEST PIPE FITTINGS Inc.	PIPES/PARTS WATER TO LAGOON			18057	11/05/24
NORTHWEST PIPE FITTINGS Inc.	PIPES/PARTS WATER TO LAGOON		849.00		
RURAL DEVELOPMENT	RD 1 LOAN OCT 2024 PRNCIPAL	1,278.00		348	10/21/24
RURAL DEVELOPMENT	RD 2 LOAN - OCT 2024 INTEREST	417.00		349	10/21/24
RURAL DEVELOPMENT	RD 3 LOAN - OCT 2024 INTEREST	222.00	1,917.00	350	10/21/24
SDML Workers'Compensation Fund	WORK COMP RENEWAL POLICY 2025			18058	11/05/24
SDML Workers'Compensation Fund	WORK COMP RENEWAL POLICY 2025		584.00		
SOUTH DAKOTA 811	MSG FEE/VOICE OUT JULY-SEPT			18059	11/05/24
SOUTH DAKOTA 811	MSG FEE/VOICE OUT JULY-SEPT		59.22		
SOUTH DAKOTA RETIREMENT SYSTEM	SDRS		940.06	18045	10/31/24
Jerry Styles	REGISTRATION-FUEL THE GROWTH			18060	11/05/24
Jerry Styles	REGISTRATION-FUEL THE GROWTH		850.00		
Summit Signs and Supply Inc.	2 DEAD END SIGNS			18061	11/05/24
Summit Signs and Supply Inc.	SIGNS/FLAGGING TAPE		266.50		
TOWN OF HERMOSA				18062	11/05/24
TOWN OF HERMOSA	TRANSFER FUNDS TO NEW CD ACCT		140,501.08		
USA BLUE BOOK	STENNER S SERIES S-30 PUMP			18063	11/05/24
USA BLUE BOOK	STENNER S SERIES S-30 PUMP		1,467.08		
LEO VAN SAMBEEK	REGISTRATION-FUEL THE GROWTH			18064	11/05/24

**CLAIMS REPORT**  
 Check Range: 10/16/2024-11/05/2024

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	DATE
LEO VAN SAMBEEK	REGISTRATION-FUEL THE GROWTH		850.00		
	Accounts Payable Total		214,856.54		
	Invoices: Paid		12,071.30		
	Invoices: Scheduled		202,785.24		
	Utility Refund Checks				
	-----				
	602 WATER		186.70		
	Refund Checks Total		186.70		
	Payroll Checks				
	-----				
	101 GENERAL		3,912.29		
	211 BBB GROSS RECEIPTS TAX		60.50		
	602 WATER		441.62		
	604 SEWER		181.62		
	Total Paid On: 10/31/24		4,596.03		
	Total Payroll Paid		4,596.03		
	Report Total		219,639.27		

**CLAIMS REPORT**  
**CLAIMS FUND SUMMARY**

FUND	NAME	AMOUNT
101	GENERAL	64,693.58
211	BBB GROSS RECEIPTS TAX	1,778.51
602	WATER	146,860.14
604	SEWER	6,307.04
-----		
	TOTAL FUNDS	219,639.27

9B

# Town of Hermosa

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

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

Email: [town@hermosasd.com](mailto:town@hermosasd.com); [www.hermosasd.com](http://www.hermosasd.com)

## Town of Hermosa Complaint - Action Form

Name of person complaint being filed against: Pedro & Shannon Vasques

Name of person filing complaint: \_\_\_\_\_

Email of person filing complaint: \_\_\_\_\_

Date complaint was received: 10/10/24

Address/Location of complaint: 165 N 2nd St

**Complaint:**

Location needs general clean-up       Location needs grass mowed

Location needs sidewalk snow removal       There are dead trees in the roadway

The sidewalk is broken and dangerous       Plugged storm drain

Drainage problem in street or alley       Pothole(s)

Street Sign (circle one: broken, missing, needs replacing, needs a sign)

Problem with a dog/cat/other animal (circle one: barking, vicious, at large)

Debris blowing around

Other/Explain: Dog comes in my yard barking & growling. The dog in question is starting to run all over town.

Who should do the follow-up action? is starting to run all over town.

Finance Officer

City Maintenance

Trustee

Date 10/10/24

Signature of Complainant \_\_\_\_\_

Signature of person taking complaint Jim Wyleis

Gave to Linda. 10/11/2024

(5) *Revocation.* Notwithstanding any other provision of this section, the license granted under this section may be revoked by a majority vote of the Board of Trustees if it determines that either the 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 this section's criteria, the Board of Trustees has the right to revoke the license.

(6) Each licensee shall meet the following criteria:

(a) *Property.* Properties with land size of 0.25 acres (10,890 square feet) can hold up to eight chickens. For properties sized one acre or more, up to 15 chickens. Properties under 0.25 acres (10,890 square feet), livestock is prohibited. Only property owners are allowed to apply for livestock permit.

(b) *Prohibited.* Roosters are prohibited.

(c) *Enclosure.* 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. Chickens will be 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.

(d) *Maintenance.* 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.

(Ord. 9-1R, passed 2-17-2015; Ord. 90.07A, passed 10-3-2017; Ord. passed 12-15-2020; Ord. passed 7-6-2023)

#### **§ 90.08 WILD OR EXOTIC ANIMALS.**

No person shall be allowed to keep exotic or wild animals in their possession. **WILD ANIMAL** or **EXOTIC ANIMAL** means any animal, other than domestic dogs or cats, which in a wild state are carnivorous or which, because of their nature or physical makeup, are capable of inflicting serious physical harm or death to human beings and including, but are not limited to: animals which belong to the cat family; snakes which are poisonous or otherwise present a risk of serious physical harm or death to human beings as a result of their nature or physical makeup; raccoons, skunks, prairie dogs, foxes, bears, coyotes, wolverines, badgers, lions, tigers, and monkeys.

(Ord. 9-1R, passed 2-17-2015; Ord. passed 12-15-2020)

#### **§ 90.09 COMPLAINTS.**

(A) Should any member of the Town Board of Trustees, Law Enforcement Officer or Animal Control Officer receive a written, signed complaint, the Animal Control Officer shall, within two days, investigate such complaint and make immediate determination of required action and so notify both the plaintiff and owner of such determination.

(B) Should such complaint be declared valid, the Town Board of Trustees, upon majority vote, may give the violating owner a written warning of such violation on the first offense. If not corrected after a period of ten days, a fine for violation of this chapter shall be imposed.

(Ord. 9-1R, passed 2-17-2015; Ord. passed 12-15-2020)

#### **§ 90.10 LEASH LAWS.**

A dog or cat is under "restraint" within the definition of this chapter if it is controlled by a leash or chain, held by a competent person, with a retractable/lockable leash up to 12 feet, or enclosed within a vehicle being driven or parked on the streets or within the property limits of its owner or keeper.

(Ord. 9-1R, passed 2-17-2015; Ord. passed 12-15-2020)

#### **§ 90.11 POISONING ANIMALS.**

Unless recommended by the Animal Control Officer, it shall be unlawful for any person to administer willfully or maliciously, or cause to be administered, poison of any sort whatsoever to any animal, the property of another, with the intent to injure or destroy such animal or to willfully or maliciously place any poison or poisoned food where the same is accessible to any animal.

(Ord. 9-1R, passed 2-17-2015; Ord. passed 12-15-2020)

#### **§ 90.12 ABANDONMENT OF ANIMALS.**

No person shall abandon an animal within the town corporate limits. Any person who violates this chapter will be subject to a fine according to the town's current fee schedule as well as being deemed charged with a misdemeanor and punishable under South Dakota State Laws.

(Ord. 9-1R, passed 2-17-2015; Ord. passed 12-15-2020)

#### **§ 90.13 ELECTRIC FENCES FOR ANIMAL CONTAINMENT.**

No owner or harbinger of any animal(s) shall use an electric fence as a means of confining said animal(s).

(Ord. 9-1R, passed 2-17-2015; Ord. passed 12-15-2020)

#### **§ 90.14 KENNELS.**



(A) It shall be unlawful for any person to operate a commercial kennel in city limits. When necessary, the Animal Control Officer or the Town Board of Trustees shall cause a written notice to be served to correct such violation within 24 hours.

(B) **COMMERCIAL KENNEL.** Any premises or portion thereof where four or more dogs, cats, rabbits, or other household/domesticated animals, six months of age or older, are maintained, boarded, bred, or cared for in return for compensation, or are kept for the purpose of sale.

(Ord. 9-1R, passed 2-17-2015; Ord. passed 12-15-2020)

#### **§ 90.15 ANIMAL NUISANCE.**

(A) It shall be unlawful for any person owning or possessing any dog, cat, or livestock animal (as defined), to permit the same to run at large.

 (B) **RUNNING AT LARGE.** The presence of a dog or cat at any place except upon the premises of the owner. A dog or cat shall not be considered running at large if it is on a leash or under the control of a person physically able to control it or controlled by a fenced in yard. 

(C) Every animal which has the habit of vocalizing at night, or one that habitually chases or vocalizes at vehicles, disturbing and annoying any person or neighborhood, or one that shall injure or destroy any lawn, garden, shrubbery, flower, or vines, is hereby declared to be a public nuisance and no person shall keep or harbor any such animal.

(Ord. 9-1R, passed 2-17-2015; Ord. passed 12-15-2020)

#### **§ 90.16 DANGEROUS ANIMAL.**



(A) It shall be unlawful for any person to own or harbor any dog, cat, or permitted livestock animal, within the town corporate limits without obtaining an animal license. The licensing period shall be between May 1 and April 30 for the term of one year. Licenses will be prorated for persons purchasing after June 1 for a portion of year, to become due again on April 30. The annual license fee shall be charged as set per the current fee schedule for the town.

(B) No license shall be issued until the applicant has provided satisfactory evidence that the animal for which the license is to be issued has been currently vaccinated for rabies and distemper. A copy will be kept in the licensing file.

(Ord. 9-1R, passed 2-17-2015; Ord. passed 12-15-2020)

#### **§ 90.99 PENALTIES.**

(A) Any person who shall violate the provisions of this chapter shall be guilty of a misdemeanor and subject to the following violation penalties:

-  (1) Unlicensed animal: \$25 fine plus cost of license.
-  (2) First offense: Verbal warning and at Animal Control Officer's decision \$25 fine.
- (3) Second offense: \$50.
- (4) Third offense: \$100.
- (5) Fourth offense: \$150 If all violations are within 12-month period.

(B) And cost of removal of such animal permanently from the town corporate limits within 24 hours of such order and rescind your right, to another animal for one year.

(Ord. 9-1R, passed 2-17-2015; Ord. passed 12-15-2020)

10A

RESOLUTION NO. 2024-06

A RESOLUTION DISSOLVING TAX INCREMENT DISTRICT NO. 1.

WHEREAS, on September 20, 2005, the Town adopted Resolution No. 2005-12 creating the Town of Hermosa Tax Increment District No. 1 pursuant to SDCL 11-9; and

WHEREAS, on September 20, 2005, the Town adopted Resolution No. 2005-12 approving the Project Plan for the Town of Hermosa Tax Increment District No. 1 pursuant to SDCL 11-9; and

WHEREAS, the development and improvements occurred as outlined within the Project Plan; and

WHEREAS, a total reimbursement of \$303,604.00 was remitted;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN OF HERMOSA, SD:

That Town of Hermosa Tax Increment District No. 1 is hereby

dissolved. Date adopted: 11/5/24

X

\_\_\_\_\_  
Kelburn Koontz  
Hermosa Town Board Vice President

ATTEST:

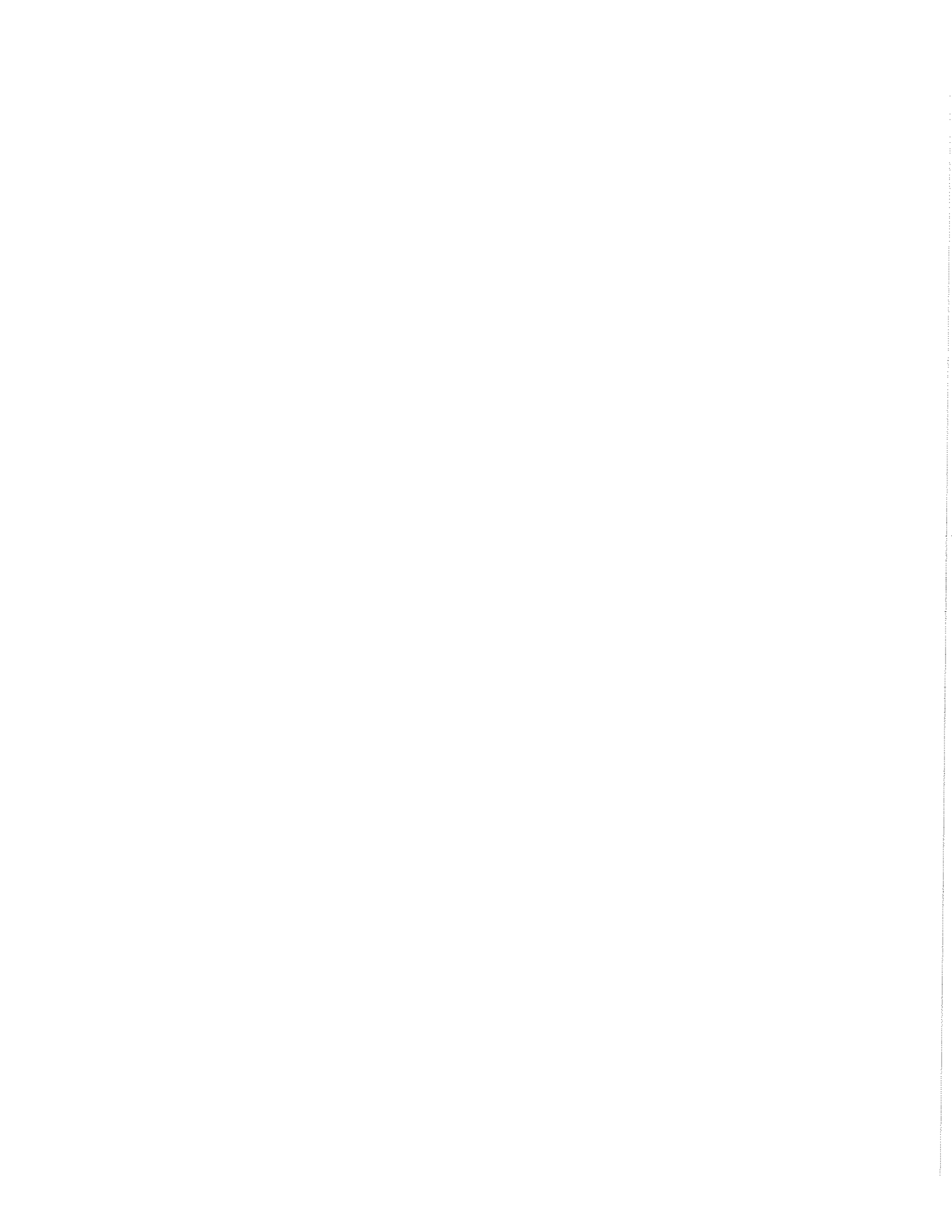
X

\_\_\_\_\_  
Terri Cornelison  
Town of Hermosa Finance Officer

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

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

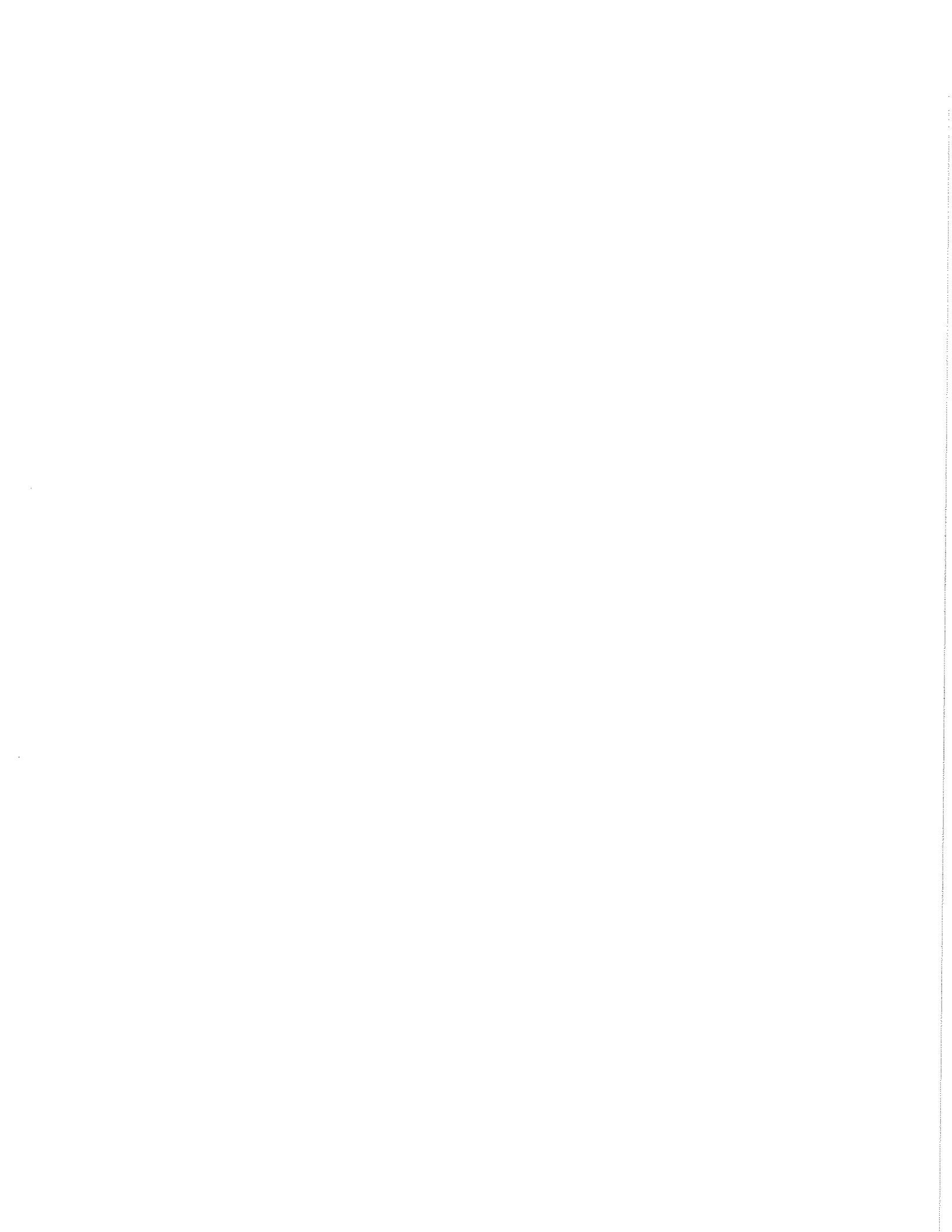
Date Effective: \_\_\_\_\_



## Open Work Orders - 11/01/2024

Date	Work Order #	Address	Description	Requested By	Assigned To	Priority	Completion Date	Status
2/3/2023	2023-09	280 Manning	SEWER LEAK!!!!	Joan	Chucks	MEDIUM		
8/21/2023	2023-44	350 Vilas	Same meter reading			MEDIUM		
10/26/2023	2023-56	Pasture- BH Electric	New meter need to be installed	Chuck		Low		
10/26/2023	2023-58	805 Marie St.	Meter reader needs to be moved-New fence	Linda		MEDIUM		
5/28/2024	2024-22	785 Marie St.	Meter reader needs to be moved-New fence	Linda		HIGH		
6/24/2024	2024-23	150 Rupp St. #1	Meter reader needs to be moved-New fence	Linda	Chuck	MEDIUM		
9/20/2024	2024-30	815 Marie St.	Move meter reader. New fence	Linda	Chuck	MEDIUM		
9/20/2024	2024-31	122 Vilas	Wire broke on meter	Linda	Chuck	MEDIUM		
9/20/2024	2024-33	300 E. Main #9	Error on meter reading past 2 mo.	Linda	Chuck	MEDIUM		

11C



**INDEPENDENT AUDIT SERVICES, PC**

Benjamin Elliott, CPA  
P.O. Box 262  
Madison, South Dakota 57042  
IndependentAuditServices@yahoo.com  
605.270.3020

120

October 27, 2024

Terri Cornelison,  
Finance Officer  
Town of Hermosa  
P.O. Box 298  
Hermosa, South Dakota 57744  
605.255.4291

-----  
Billing request for the audit draft of your financial statements for the two years ending December 31, 2023.

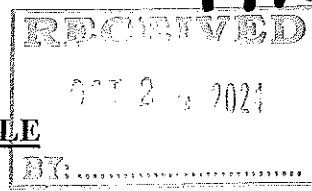
Total due per contract:	\$ 7,500.00
Less: 25% hold-back until audit is approved by the Dept. of Legislative Audit	(1,875.00)
	-----
Due	\$ 5,625.00

Terri - If approved, please hold the check until after you receive the draft, which will be later in November.

Thank you.



14A



**OPERATING AGREEMENT FOR MUNICIPAL ON-SALE  
AND OFF-SALE LIQUOR ESTABLISHMENT**

1. **PARTIES:**  
The parties to this agreement are **Corner Pantry Travel Center** of Hermosa, S.D., hereinafter referred to as the "Operator" and the Town of Hermosa, a political subdivision of the State of South Dakota, hereinafter referred to as the "Town".
  
2. **PURPOSE:**  
Under the provision of SDCL 35-4, the purpose of this agreement is to establish the terms and conditions of an operating agreement between the Operator and the Town as provided by SDCL 35-4.
  
3. **PROPERTY:**  
The real property subject to the terms of this agreement is commonly known as: **Corner Pantry Travel Center** located in the City of Hermosa, Custer County, State of South Dakota.
  
4. **TERMS OF THE AGREEMENT AND EFFECTIVE DATE:**  
This agreement shall expire the 31st day of December 2025.
  
5. **RENEWAL:**  
Operator agrees to give the Town ninety (90) days advance written notice of its desire to renew.
  
6. **OBLIGATIONS OF OPERATOR:**
  - a) The Operator shall be responsible for all operating expenses including, but not limited to, utilities, purchase of all liquor, taxes, insurance and license fees, if any.
  
  - b) Cancellation of the agreement shall be made upon ninety (90) days written notice by either party.
  
  - c) The Operator shall furnish a suitable building situated upon the following described real property: **Highway 79, 25 N. Heartland Express, Suite 101**, City of Hermosa, Custer County, State of South Dakota.
  
  - d) Operator shall operate said on-sale establishment so situated and arranged and the business operated therein to be so conducted as to be in conformity with the ordinances of the Town of Hermosa and the laws of the State of South Dakota.
  
  - e) Operator shall operate said off-sale establishment only on the days and during the hours specified by ordinance of the governing body of the Town and also in conformity with the laws of the State of South Dakota. This shall not be construed to mean, however, that there exists any restriction on the seasonal operation of the business provided all license fees hereunder are paid in a timely manner and Operator is in compliance with all laws and town ordinances. Furthermore, the

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

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

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

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

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

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

a) Any establishment duly permitted by the Town of Hermosa to sell liquor, wine or malt beverages is charged with the responsibility of maintaining a safe environment for its patrons. Any business establishment offering on-sale or off-sale liquor, wine or malt beverage within the corporate limits of Hermosa, South Dakota, shall adhere to the following requirements, procedures and protocol regarding patron activity and safety.

i.) An owner, manager or employee of an establishment is encouraged to contact the Town Marshal or County Sheriff at the first indication of a situation which appears may result in the escalation of hostility between patrons or a patron and employee. Any failure by an establishment to make such contact resulting in injury to person, damage to property or commission of a criminal act may result in civil penalty against the establishment, ranging from a letter of reprimand to license suspension or revocation.

b) The owner and manager of an offending entity will upon written demand appear before the Town Board within five (5) days of such request or at the next meeting of the Town Board of Trustees as may be directed by the Board. Any such reports, reprimands or other disciplinary action shall become a part of the licensee's permanent performance records.

8. **LIABILITY INSURANCE:**

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

9. **ASSIGNMENT:**

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

10. **LICENSES/FEEES:**

- a) Operator agrees to pay the sum of Four Thousand Two Hundred Dollars (\$ 4200.00) per year for a retail on-sale liquor license, plus 5% of liquor and beer purchases. Said sum shall be payable at the rate of **Three Hundred Fifty Dollars (\$350.00) per month, and 5% of the liquor and beer purchases by the operator for the previous month. Proof of purchases (i.e. copies of invoices from the distributor) of the same must accompany payment each month.** Purchases will be verified by the distributor at the discretion of the Finance Officer. **Payments are to be made on the first (1<sup>st</sup>) day of each month with the right of prepayment.** In the event the Operator does not pay the monthly license fee by the close of business on the fifth (5<sup>th</sup>) day of each month to the Finance Officer at the Hermosa Town Office, PO Box 298, Hermosa, SD 57744, the license may be suspended immediately and Operator shall be subject to a \$50.00 late fee, plus \$25.00 per week thereafter. To redeem the license, the Operator shall pay three (3) monthly payments in advance in addition to the late fees. In addition, any returned checks will be subject to an additional \$100.00 penalty and \$35.00 fee at the first offense. Subsequent returned checks will result in payment terms of cash or money order only. Upon receipt of a returned check the license may be revoked immediately.
- b) The Operator agrees to maintain in good standing a South Dakota Video Lottery License and to operate not less than five (5) video lottery terminals. The Operator further agrees to pay the Town (\$-0-) per year, per video lottery machine, in addition to the license fee as permitted in SDCL 35-4-103.
- c) Operator shall purchase liquor, beer and wine directly from authorized liquor distributors in conformance with all applicable state laws.

11. **AREA OF LICENSE:**

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

12. **CANCELLATION AND TERMINATION:**

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

13. **VIDEO LOTTERY MACHINES:**

Operator must abide by all rules and regulations as set forth in S.D.C.L. Chapter 42-7A, including but not limited to the following:

a) **Placement of machines and separation wall required:** S.D.C.L. § 42-7A-37.1  
Restrictions on licensed establishment

A business licensed pursuant to subdivision 35-4-2 (12) and (16) may not be a licensed establishment for video lottery placement pursuant to subdivision 42-7A-1 (6) unless it is a bar or lounge. For the purposes of this section, a bar or lounge is an enterprise primarily maintained and operated for the selling, dispensing and consumption of alcoholic beverages on the premises and may also include the sale and service of food. A bar or lounge may be physically connected to another enterprise within the same building, which enterprise may be owned or operated by the same person. There may be interior access between a bar or lounge and a connected enterprise. However, there shall be a floor to ceiling opaque wall separation between the two enterprises. A separation wall may be constructed to provide visual and physical access for employees from areas in the building not open to the public. The bar or lounge shall have a separate entrance and exit. A separate entrance and exit is not required if entrance to the bar may only be obtained from the other distinct enterprise and the public may not enter the other enterprise by first passing through the bar or lounge. All video lottery machines shall be adequately monitored during business hours. Adequate monitoring shall be accomplished by the personal presence of an employee or by an employee using video cameras or mirrors and periodic inspections of the bar or lounge. No new license may be issued to any establishment after July 1, 1992, unless such establishment complies with this section. No license may be renewed to any establishment after July 1, 1993, unless such establishment complies with this section.

b). **Number of machines and age restrictions to be displayed:** S.D.C.L. § 42-7A-44  
Rules for placement of video lottery machines -- Number limited -- Placement in bar or lounge with on-sale License.

The placement of video lottery machines in licensed establishments shall be subject to the rules of the commission promulgated pursuant to chapter 1-26. No more than ten video lottery machines may be placed in any licensed establishment. The bar or lounge with an on-sale license issued pursuant to subdivision 35-4-2 (12) or (16) shall be restricted to persons twenty-one years of age or older. The entrance to the area where video lottery machines are located shall display a sign that the premises are restricted to persons twenty-one years or older. Notwithstanding the restrictions in §§ 35-4-79 to 35-4-79.2, inclusive, persons under the age of twenty-one may only enter the premises where video lottery machines are located provided they are accompanied by a parent, guardian or spouse of twenty-one years or older.

14. **NOTICE:**  
Any notice provided for herein may be given by registered or certified United States mail, postage and fees prepaid, and addressed, if to the Operator, as described in paragraph 1 herein, with the principal office located on Highway 79, 25 N. Heartland Express, Suite 101, Hermosa, SD, addressed to MG Oil, - Hermosa, PO Box 1006, Rapid City, SD, 57709, and if to the Town, at PO Box 298, Hermosa, South Dakota 57744. The places to which notices are to be given hereunder may be changed from time to time by either party by written notice, given to the other.
15. **COMPLIANCE WITH ALL LAWS AND CODES:**  
The Operator shall observe all statutory laws of the State of South Dakota, and all ordinances of the Town. Further this Agreement is contingent upon Operator complying with the applicable provisions of the Uniform Fire Code as determined by and consistent with the recommendations of the State Fire Marshal. Failure to comply with such recommendations shall result in termination of this Agreement.
16. **MUTUAL OBLIGATIONS:**  
Each of the parties shall fully comply with the provisions of SDCL 35-4, and all related State Laws and Town Ordinances.
17. **MODIFICATIONS:**  
This agreement cannot be modified or changed, unless in writing, signed by the Operator and Board of Trustees of the Town.
18. **PERSONAL NATURE OF RIGHTS GRANTED:**  
All rights granted hereunder are to be regarded as personal rights granted to the Operator. The release of any of the Operator signatories shall constitute termination of this agreement.
19. **INTEGRATION:**  
This agreement constitutes the entire agreement between the parties and there are no agreements, oral or otherwise, other than those contained herein.
20. **RELEASE OF LIABILITY AND INDEMNIFICATION:**  
Operator acknowledges that this agreement does not create a relationship of any kind between the Operator and Town other than Town authorizes Operator to possess a valid license for the sale of alcoholic beverages. Operator shall indemnify, defend and hold Town harmless from and reimburse Town with respect to, any and all losses, damages, liabilities, claims, judgments, costs and expenses (including attorney's fees and costs) of any nature whatsoever Town shall suffer as a result of Operator's breach of any representation, warranty, covenant or agreement contained herein or as a result of Operator's operation of Operator's above-listed place of business.

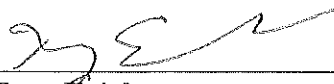
21. **CAPTIONS:**

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

**TOWN BOARD APPROVAL DATE:** \_\_\_\_\_

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**OPERATOR:**

By:   
\_\_\_\_\_  
**Troy Erickson**  
**President**

DATE: 10/24/24

ITS: President

DATE: \_\_\_\_\_

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**TOWN OF HERMOSA:**

\_\_\_\_\_  
**Linda Kramer**  
**Town Board President**

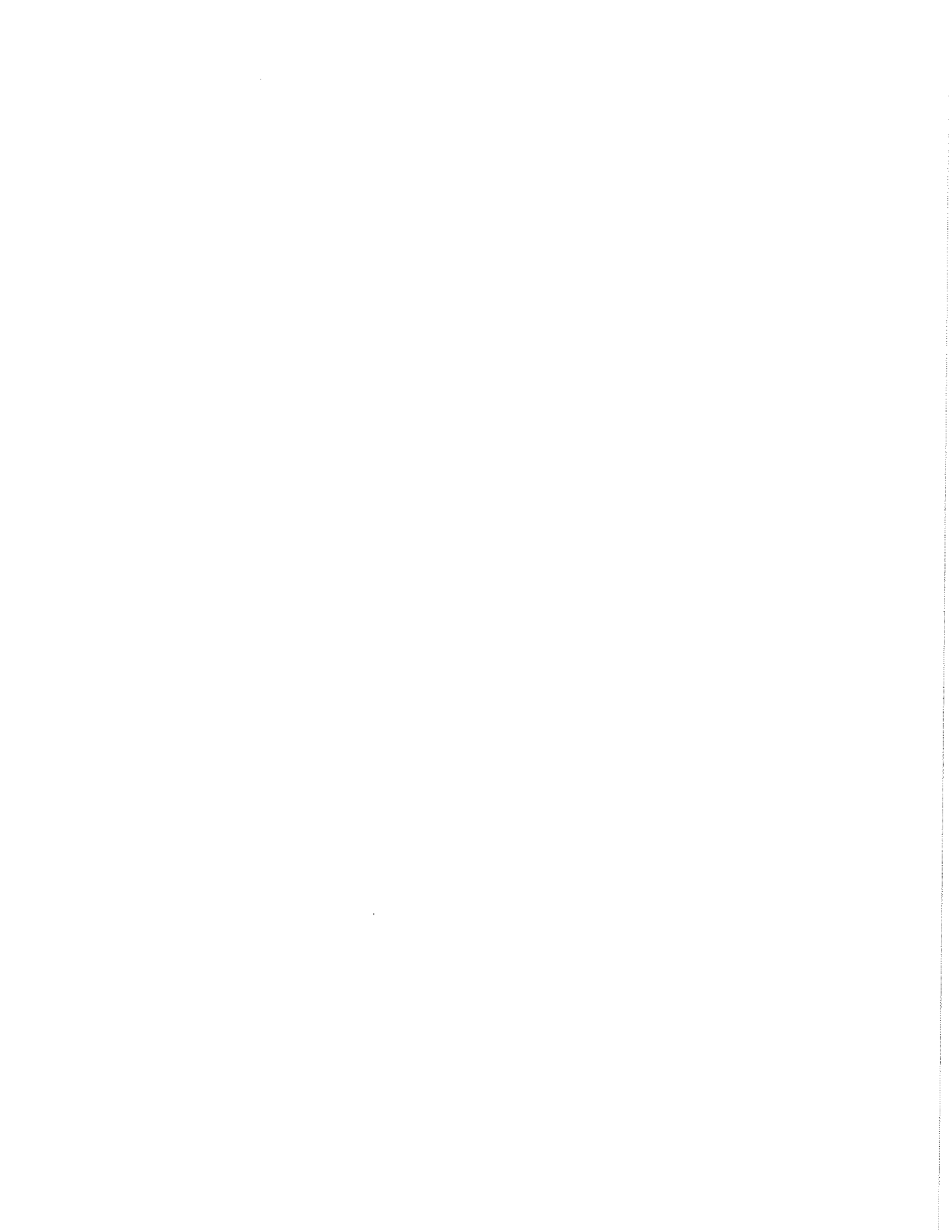
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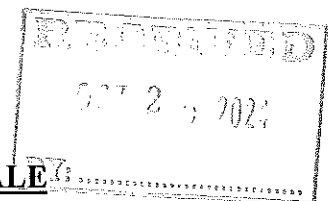
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**ATTEST:**

\_\_\_\_\_  
**Terri Cornelison**  
**Finance Officer**

DATE: \_\_\_\_\_





**OPERATING AGREEMENT FOR MUNICIPAL ON-SALE  
AND OFF-SALE LIQUOR ESTABLISHMENT**

1. **PARTIES:**  
The parties to this agreement are **Hermosa Deli & Lounge** of Hermosa, S.D., hereinafter referred to as the "Operator" and the Town of Hermosa, a political subdivision of the State of South Dakota, hereinafter referred to as the "Town".
  
2. **PURPOSE:**  
Under the provision of SDCL 35-4, the purpose of this agreement is to establish the terms and conditions of an operating agreement between the Operator and the Town as provided by SDCL 35-4.
  
3. **PROPERTY:**  
The real property subject to the terms of this agreement is commonly known as: **Hermosa Deli & Lounge** located in the City of Hermosa, Custer County, State of South Dakota.
  
4. **TERMS OF THE AGREEMENT AND EFFECTIVE DATE:**  
This agreement shall expire the 31st day of December, 2025.
  
5. **RENEWAL:**  
Operator agrees to give the Town ninety (90) days advance written notice of its desire to renew.
  
6. **OBLIGATIONS OF OPERATOR:**
  - a) The Operator shall be responsible for all operating expenses including, but not limited to, utilities, purchase of all liquor, taxes, insurance and license fees, if any.
  
  - b) Cancellation of the agreement shall be made upon ninety (90) days written notice by either party.
  
  - c) The Operator shall furnish a suitable building situated upon the following described real property: **Highway 79, 25 N. Heartland Express, Suite 101**, City of Hermosa, Custer County, State of South Dakota.
  
  - d) Operator shall operate said on-sale establishment so situated and arranged and the business operated therein to be so conducted as to be in conformity with the ordinances of the Town of Hermosa and the laws of the State of South Dakota.
  
  - e) Operator shall operate said off-sale establishment only on the days and during the hours specified by ordinance of the governing body of the Town and also in conformity with the laws of the State of South Dakota. This shall not be construed to mean, however, that there exists any restriction on the seasonal operation of the business provided all license fees hereunder are paid in a timely manner and Operator is in compliance with all laws and town ordinances. Furthermore, the

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

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

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

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

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

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

a) Any establishment duly permitted by the Town of Hermosa to sell liquor, wine or malt beverages is charged with the responsibility of maintaining a safe environment for its patrons. Any business establishment offering on-sale or off-sale liquor, wine or malt beverage within the corporate limits of Hermosa, South Dakota, shall adhere to the following requirements, procedures and protocol regarding patron activity and safety.

i.) An owner, manager or employee of an establishment is encouraged to contact the County Sheriff at the first indication of a situation which appears may result in the escalation of hostility between patrons or a patron and employee. Any failure by an establishment to make such contact resulting in injury to person, damage to property or commission of a criminal act may result in civil penalty against the establishment, ranging from a letter of reprimand to license suspension or revocation.

b) The owner and manager of an offending entity will upon written demand appear before the Town Board within five (5) days of such request or at the next Meeting of the Town Board of Trustees as may be directed by the Board. Any such reports, reprimands or other disciplinary action shall become a part of the licensee's permanent performance records.

8. **LIABILITY INSURANCE:**

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

9. **ASSIGNMENT:**

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

10. **LICENSES/FEEES:**

- a) Operator agrees to pay the sum of Four Thousand Two Hundred Dollars (\$4200.00) per year for a retail on-sale liquor license, plus 5% of liquor and beer purchases. Said sum shall be payable at the rate of **Three Hundred Fifty Dollars (\$350.00) per month, and 5% of the liquor and beer purchases by the operator for the previous month. Proof of purchases (i.e. copies of invoices from the distributor) of the same must accompany payment each month.** Purchases will be verified by the distributor at the discretion of the Finance Officer. **Payments are to be made on the first (1<sup>st</sup>) day of each month with the right of prepayment.** In the event the Operator does not pay the monthly license fee by the close of business on the fifth (5<sup>th</sup>) day of each month to the Finance Officer at the Hermosa Town Office, PO Box 298, Hermosa, SD 57744, the license may be suspended immediately and Operator shall be subject to a \$50.00 late fee, plus \$25.00 per week thereafter. To redeem the license, the Operator shall pay three (3) monthly payments in advance in addition to the late fees. In addition, any returned checks will be subject to an additional \$100.00 penalty and \$35.00 fee at the first offense. Subsequent returned checks will result in payment terms of cash or money order only. Upon receipt of a returned check the license may be revoked immediately.
- b) The Operator agrees to maintain in good standing a South Dakota Video Lottery License and to operate not less than five (5) video lottery terminals. The Operator further agrees to pay the Town (\$-0-) per year, per video lottery machine, in addition to the license fee as permitted in SDCL 35-4-103.
- c) Operator shall purchase liquor, beer and wine directly from authorized liquor distributors in conformance with all applicable state laws.

11. **AREA OF LICENSE:**

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

12. **CANCELLATION AND TERMINATION:**

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

13. **VIDEO LOTTERY MACHINES:**

Operator must abide by all rules and regulations as set forth in S.D.C.L. Chapter 42-7A, including but not limited to the following:

a) **Placement of machines and separation wall required:** S.D.C.L. § 42-7A-37.1  
Restrictions on licensed establishment

A business licensed pursuant to subdivision 35-4-2 (12) and (16) may not be a licensed establishment for video lottery placement pursuant to subdivision 42-7A-1 (6) unless it is a bar or lounge. For the purposes of this section, a bar or lounge is an enterprise primarily maintained and operated for the selling, dispensing and consumption of alcoholic beverages on the premises and may also include the sale and service of food. A bar or lounge may be physically connected to another enterprise within the same building, which enterprise may be owned or operated by the same person. There may be interior access between a bar or lounge and a connected enterprise. However, there shall be a floor to ceiling opaque wall separation between the two enterprises. A separation wall may be constructed to provide visual and physical access for employees from areas in the building not open to the public. The bar or lounge shall have a separate entrance and exit. A separate entrance and exit is not required if entrance to the bar may only be obtained from the other distinct enterprise and the public may not enter the other enterprise by first passing through the bar or lounge. All video lottery machines shall be adequately monitored during business hours. Adequate monitoring shall be accomplished by the personal presence of an employee or by an employee using video cameras or mirrors and periodic inspections of the bar or lounge. No new license may be issued to any establishment after July 1, 1992, unless such establishment complies with this section. No license may be renewed to any establishment after July 1, 1993, unless such establishment complies with this section.

b). **Number of machines and age restrictions to be displayed:** S.D.C.L. § 42-7A-44  
Rules for placement of video lottery machines -- Number limited -- Placement in bar or lounge with on-sale License.

The placement of video lottery machines in licensed establishments shall be subject to the rules of the commission promulgated pursuant to chapter 1-26. No more than ten video lottery machines may be placed in any licensed establishment. The bar or lounge with an on-sale license issued pursuant to subdivision 35-4-2 (12) or (16) shall be restricted to persons twenty-one years of age or older. The entrance to the area where video lottery machines are located shall display a sign that the premises are restricted to persons twenty-one years or older. Notwithstanding the restrictions in §§ 35-4-79 to 35-4-79.2, inclusive, persons under the age of twenty-one may only enter the premises where video lottery machines are located provided they are accompanied by a parent, guardian or spouse of twenty-one years or older.

14. **NOTICE:**

Any notice provided for herein may be given by registered or certified United States mail, postage and fees prepaid, and addressed, if to the Operator, as described in paragraph 1 herein, with the principal office located on Highway 79, 25 N. Heartland Express, Suite 101, Hermosa, SD, addressed to MG Oil, - Hermosa, PO Box 1006, Rapid City, SD. 57709, and if to the Town, at PO Box 298, Hermosa, South Dakota 57744. The places to which notices are to be given hereunder may be changed from time to time by either party by written notice, given to the other.
15. **COMPLIANCE WITH ALL LAWS AND CODES:**

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

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

This agreement cannot be modified or changed, unless in writing, signed by the Operator and Board of Trustees of the Town.
18. **PERSONAL NATURE OF RIGHTS GRANTED:**

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

This agreement constitutes the entire agreement between the parties and there are no agreements, oral or otherwise, other than those contained herein.
20. **RELEASE OF LIABILITY AND INDEMNIFICATION:**

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


21. **CAPTIONS:**

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

**TOWN BOARD APPROVAL DATE:** \_\_\_\_\_

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**OPERATOR:**

By:   
**Troy Erickson, President**

DATE: 10/24/24

ITS: President

DATE: \_\_\_\_\_

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**TOWN OF HERMOSA:**

\_\_\_\_\_  
**Linda Kramer**  
**Town Board President**

DATE: \_\_\_\_\_

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**ATTEST:**

\_\_\_\_\_  
**Terri Cornelison**  
**Finance Officer**

DATE: \_\_\_\_\_



**OPERATING AGREEMENT FOR MUNICIPAL ON-SALE  
AND OFF-SALE LIQUOR ESTABLISHMENT**

1. **PARTIES:**

The parties to this agreement are: Lazy R' Bar & Grill, of Hermosa, S. D., hereinafter referred to as the "Operator" and the Town of Hermosa, a political subdivision of the State of South Dakota, hereinafter referred to as the "Town".

2. **PURPOSE:**

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

3. **PROPERTY:**

The real property subject to the terms of this agreement is commonly known as: Lazy R' Bar & Grill located in the City of Hermosa, Custer County, State of South Dakota.

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

This agreement shall expire the 31st day of December, 2025.

5. **RENEWAL:**

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

6. **OBLIGATIONS OF OPERATOR:**

- a) The Operator shall be responsible for all operating expenses including, but not limited to, utilities, purchase of all liquor, taxes, insurance and license fees, if any.
- b) Upon just cause, cancellation of the agreement shall be made upon ninety (90) days written notice by either party.
- c) The Operator shall furnish a suitable building situated upon the following described real property: N ½ NE ¼ NE ¼ SE ¼ & E ½ NE ¼ NW ¼ NE ¼ SE ¼ Sec 30 T2 R8, City of Hermosa, Custer County, State of South Dakota.
- d) Operator shall operate said on-sale establishment so situated and arranged and the business operated therein to be so conducted as to be in conformity with the ordinances of the Town of Hermosa and the laws of the State of South Dakota.
- e) Operator shall operate said off-sale establishment only on the days and during the hours specified by ordinance of the governing body of the Town and also in conformity with the laws of the State of South Dakota. This shall not be construed to mean, however, that there exists any restriction on the seasonal operation of the business provided all license fees hereunder are paid in a timely manner and Operator is in compliance with all laws and town ordinances. Furthermore, the

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

- f) Operator is to pay all sales tax and real estate property taxes when they are due and owing prior to becoming delinquent.
- g) Operator shall furnish to the Town, upon request, evidence of payment of all social Security, Withholding, Workmen's Compensation and Unemployment Insurance payments or premiums and the policies receipts therefore, along with evidence of payments of all rents, utilities and salaries on or before the 10<sup>th</sup> day of the calendar month when the same comes due.
- h) Operator agrees to furnish to the Town all annually required qualifying documentation, as outlined within Alcohol Ordinance #4, Section 4.06, titled "Requirements for on-sale full-service restaurant licenses", to be utilized in the renegotiating this agreement.
- i) Operator shall maintain said premises in good repair so as to provide a safe and clean environment.
- j) Operator shall make a thorough and complete check of the age of any individual requesting to be served intoxicating liquor or other alcoholic beverages as is reasonably necessary to determine if said individual is of lawful age; and to immediately report to the proper officials for prosecution, any individual attempting to falsify his or her lawful age for the purpose of obtaining the service of alcoholic beverages or intoxicating liquor.

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

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

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

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

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

8. **LIABILITY INSURANCE:**

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

9. **ASSIGNMENT:**

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

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10. **LICENSES/FEES:**

- a) Operator agrees to pay the one-time initial licensing fee for a Full-Service Restaurant license equal to one dollar for each person residing within the municipality, as measured by the last preceding decennial federal census (2010), totaling Three Hundred Ninety Eight Dollars (\$398), as outlined within Alcohol Ordinance #4, Section 4.06E.
  
- b) Operator agrees to pay the sum of Three Thousand Dollars (\$3,000.00) per year for a Full-Service Restaurant license, plus 5% of all liquor, wine, and beer purchases. Said sum shall be payable at the rate of **Two Hundred Fifty Dollars (\$250) per month, and 5% of the liquor, wine, and beer purchases by the operator for the previous month. Proof of purchases (i.e. copies of invoices from the distributor) of the same must accompany payment each month.** Purchases will be verified by the distributor at the discretion of the Finance Officer. **Payments are to be made on the first (1<sup>st</sup>) day of each month with the right of prepayment.** In the event the Operator does not pay the monthly license fee by the close of business on the fifth (5<sup>th</sup>) day of each month to the Finance Officer at the Hermosa Town Office, PO Box 298, Hermosa, SD 57744, the license may be suspended immediately and Operator shall be subject to a \$50.00 late fee, plus \$25.00 per week thereafter. To redeem the license, the Operator shall pay three (3) monthly payments in advance in addition to the late fees. In addition, any returned checks will be subject to an additional \$100.00 penalty and \$35.00 fee at the first offense. Subsequent returned checks will result in payment terms of cash or money order only. Upon receipt of a returned check the license may be revoked immediately.
  
- c) The Operator agrees to maintain in good standing a South Dakota Video Lottery License and to operate not less than zero (0) video lottery terminals. The Operator further agrees to pay the Town (\$ -0-) per year, per video lottery machine, in addition to the license fee as permitted in SDCL 35-4-103.
  
- d) Operator shall purchase liquor, beer and wine (if applicable) directly from authorized liquor distributors in conformance with all applicable state laws.

11. **AREA OF LICENSE:**

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

12. **CANCELLATION AND TERMINATION:**

Request for cancellation of this agreement requires just cause, and shall be made upon ninety (90) days written notice by either party. In the event that either party to this agreement defaults in the performance of any of the terms, covenants, conditions or obligations of their agreement, assumed by that party, the parties agree that the party not in default shall have the option to cancel this agreement. Said option shall be exercisable by giving to the party in default, at their current address, by certified mail, ninety (90) days

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written notice of the nature of such default. In the event of the failure of the party in default to cure such default, within such ninety (90) day period, this agreement shall be deemed canceled and of no further binding effect on either of the parties to this agreement. If the Operator wishes to cancel this agreement, they may do so with ninety (90) days written notification by certified mailing to the Town.

13. **VIDEO LOTTERY MACHINES:**

Operator must abide by all rules and regulations as set forth in S.D.C.L.

14. **NOTICE:**

Any notice provided for herein may be given by registered or certified United States mail, postage and fees prepaid, and addressed, if to the Operator, as described in paragraph 1 herein, with the principal office located at 24547 Hwy 79, Hermosa, SD., addressed to PO Box 341, Hermosa SD 57744, and if to the Town, at PO Box 298, Hermosa, South Dakota 57744. The places to which notices are to be given hereunder may be changed from time to time by either party by written notice, given to the other.

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

The Operator shall observe all statutory laws of the State of South Dakota, and all ordinances of the Town of Hermosa. Failure to comply with such recommendations shall result in termination of this Agreement.

16. **MUTUAL OBLIGATIONS:**

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

17. **MODIFICATIONS:**

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

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

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

19. **INTEGRATION:**

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

20. **RELEASE OF LIABILITY AND INDEMNIFICATION:**

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

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representation, warranty, covenant or agreement contained herein or as a result of Operator's operation of Operator's above-listed place of business.


21. **CAPTIONS:**

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

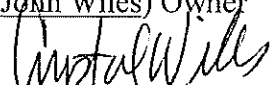
**TOWN BOARD APPROVAL DATE:** \_\_\_\_\_

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**OPERATOR(S):**

By:   
(John Wiles) Owner

DATE: 10/31/24

By:   
(Crystal Wiles) Owner

DATE: 10/31/24

ITS: \_\_\_\_\_

DATE: \_\_\_\_\_

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**TOWN OF HERMOSA:**

\_\_\_\_\_  
Linda Kramer, Board President

DATE: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Terri Cornelison, Finance Officer

DATE: \_\_\_\_\_

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**OPERATING AGREEMENT FOR MUNICIPAL ON-SALE  
AND OFF-SALE LIQUOR ESTABLISHMENT**

1. **PARTIES:**  
The parties to this agreement are TW Saloon, LLC of Hermosa, S. D., hereinafter referred to as the "Operator" and the Town of Hermosa, a political subdivision of the State of South Dakota, hereinafter referred to as the "Town".
2. **PURPOSE:**  
Under the provision of SDCL 35-4, the purpose of this agreement is to establish the terms and conditions of an operating agreement between the Operator and the Town as provided by SDCL 35-4.
3. **PROPERTY:**  
The real property subject to the terms of this agreement is commonly known as: Trails West Saloon located in the Town of Hermosa, Custer County, State of South Dakota.
4. **TERMS OF THE AGREEMENT AND EFFECTIVE DATE:**  
This agreement shall expire the 31st day of December, 2025.
5. **RENEWAL:**  
Operator agrees to give the Town ninety (90) days advance written notice of its desire to renew.
6. **OBLIGATIONS OF OPERATOR:**
  - a) The Operator shall be responsible for all operating expenses including, but not limited to, utilities, purchase of all liquor, taxes, insurance and license fees, if any.
  - b) Cancellation of the agreement shall be made upon ninety (90) days written notice by either party.
  - c) The Operator shall furnish a suitable building situated upon the following described real property: Lots 23 & 24, Block 5, Town of Hermosa, Custer County, State of South Dakota.
  - d) Operator shall operate said on-sale establishment so situated and arranged and the business operated therein to be so conducted as to be in conformity with the ordinances of the Town of Hermosa and the laws of the State of South Dakota.
  - e) Operator shall operate said off-sale establishment only on the days and during the hours specified by ordinance of the governing body of the Town and also in conformity with the laws of the State of South Dakota. This shall not be construed to mean, however, that there exists any restriction on the seasonal operation of the business provided all license fees hereunder are paid in a timely manner and Operator is in compliance with all laws and town ordinances. Furthermore, the

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

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

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

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

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

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

- a) Any establishment duly permitted by the Town of Hermosa to sell liquor, wine or

malt beverages is charged with the responsibility of maintaining a safe environment for its patrons. Any business establishment offering on-sale or off-sale liquor, wine or malt beverage within the corporate limits of Hermosa, South Dakota, shall adhere to the following requirements, procedures and protocol regarding patron activity and safety.

- i.) An owner, manager or employee of an establishment is encouraged to contact the Town Marshall or County Sheriff at the first indication of a situation which appears may result in the escalation of hostility between patrons or a patron and employee. Any failure by an establishment to make such contact resulting in injury to person, damage to property or commission of a criminal act may result in civil penalty against the establishment, ranging from a letter of reprimand to license suspension or revocation.
- b) The owner and manager of an offending entity will upon written demand appear before the Town Board within five (5) days of such request or at the next Meeting of the Town Board of Trustees as may be directed by the Board. Any such reports, reprimands or other disciplinary action shall become a part of the licensee's permanent performance records.

8. **LIABILITY INSURANCE:**

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

9. **ASSIGNMENT:**

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

10. **LICENSES/FEES:**

- a) Operator agrees to pay the sum of Four Thousand Two Hundred Dollars (\$4,200.00) per year for a retail on-sale liquor license. Said sum shall be payable at the rate of **Three Hundred Fifty Dollars (\$350.00) per month, and 5% of the liquor and beer purchases by the operator for the previous month. Proof of purchases (i.e. copies of invoices from the distributor) of the same must accompany payment each month.** Purchases will be verified by the distributor at the discretion of the Finance Officer. **Payments are to be made on the first day of each month with the right of prepayment.** In the event the Operator does not pay the monthly license fee by the close of business on the fifth day of each month to the Finance Officer at the Hermosa Town Office, PO Box 298, Hermosa, SD 57744, the license may be suspended immediately and Operator shall be subject to a \$50.00 late fee, plus \$25.00 per week thereafter. To redeem the license, the Operator shall pay three (3) monthly payments in advance in addition to the late fees. In addition, any returned checks will be subject to an additional \$100.00 penalty and \$35.00 fee at the first offense. Subsequent returned checks will result in payment terms of cash or money order only. Upon receipt of a returned check the license may be revoked immediately.
- b) The Operator agrees to maintain in good standing a South Dakota Video Lottery License and to operate not less than five (5) video lottery terminals. The Operator further agrees to pay the Town (\$ -0-) per year, per video lottery machine, in addition to the license fee as permitted in SDCL 35-4-103.
- c) Operator shall purchase liquor, beer and wine directly from authorized liquor distributors in conformance with all applicable state laws.

11. **AREA OF LICENSE:**

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

12. **CANCELLATION AND TERMINATION:**

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

13. **VIDEO LOTTERY MACHINES:**

Operator must abide by all rules and regulations as set forth in S.D.C.L. Chapter 42-7A, including but not limited to the following:

a) **Placement of machines and separation wall required:** S.D.C.L. § 42-7A-37.1  
Restrictions on licensed establishment

A business licensed pursuant to subdivision 35-4-2 (12) and (16) may not be a licensed establishment for video lottery placement pursuant to subdivision 42-7A-1 (6) unless it is a bar or lounge. For the purposes of this section, a bar or lounge is an enterprise primarily maintained and operated for the selling, dispensing and consumption of alcoholic beverages on the premises and may also include the sale and service of food. A bar or lounge may be physically connected to another enterprise within the same building, which enterprise may be owned or operated by the same person. There may be interior access between a bar or lounge and a connected enterprise. However, there shall be a floor to ceiling opaque wall separation between the two enterprises. A separation wall may be constructed to provide visual and physical access for employees from areas in the building not open to the public. The bar or lounge shall have a separate entrance and exit. A separate entrance and exit is not required if entrance to the bar may only be obtained from the other distinct enterprise and the public may not enter the other enterprise by first passing through the bar or lounge. All video lottery machines shall be adequately monitored during business hours. Adequate monitoring shall be accomplished by the personal presence of an employee or by an employee using video cameras or mirrors and periodic inspections of the bar or lounge. No new license may be issued to any establishment after July 1, 1992, unless such establishment complies with this section. No license may be renewed to any establishment after July 1, 1993, unless such establishment complies with this section.

b). **Number of machines and age restrictions to be displayed:** S.D.C.L. § 42-7A-44  
Rules for placement of video lottery machines -- Number limited -- Placement in bar or lounge with on-sale License.

The placement of video lottery machines in licensed establishments shall be subject to the rules of the commission promulgated pursuant to chapter 1-26. No more than ten video lottery machines may be placed in any licensed establishment. The bar or lounge with an on-sale license issued pursuant to subdivision 35-4-2 (12) or (16) shall be restricted to persons twenty-one years of age or older. The entrance to the area where video lottery machines are located shall display a sign that the premises are restricted to persons twenty-one years or older. Notwithstanding the restrictions in §§ 35-4-79 to 35-4-79.2, inclusive, persons under the age of twenty-one may only enter the premises where video lottery machines are located provided they are accompanied by a parent, guardian or spouse of twenty-one years or older.

14. **NOTICE:**

Any notice provided for herein may be given by registered or certified United States mail, postage and fees prepaid, and addressed, if to the Operator, as described in

paragraph 1 herein, with the principal office located at 122 Vilas St, Hermosa, SD, addressed to TW Saloon, LLC, PO Box 49, Fairburn, SD, 57738, and if to the Town, at PO Box 298, Hermosa, South Dakota 57744. The places to which notices are to be given hereunder may be changed from time to time by either party by written notice, given to the other.

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

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

16. **MUTUAL OBLIGATIONS:**

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

17. **MODIFICATIONS:**

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

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

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

19. **INTEGRATION:**

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

20. **RELEASE OF LIABILITY AND INDEMNIFICATION:**

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

21. **CAPTIONS:**

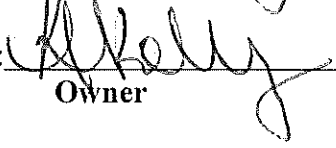
The paragraph captions contained in this agreement are not intended to either broaden or limit the interpretation of this agreement.

TOWN BOARD APPROVAL DATE: \_\_\_\_\_

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**OPERATOR(S):**

By:  DATE: 10/30/24  
Owner

By:  DATE: 10/30/24  
Owner

ITS: \_\_\_\_\_ DATE: \_\_\_\_\_

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**TOWN OF HERMOSA:**

\_\_\_\_\_  
Linda Kramer  
Town Board President

DATE: \_\_\_\_\_

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**ATTEST:**

\_\_\_\_\_  
Terri Cornelison  
Finance Officer

DATE: \_\_\_\_\_



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Date Received \_\_\_\_\_  
Date Issued \_\_\_\_\_

2025

License No. PL-4469

**Uniform Alcoholic Beverage License Application**

A. Corporation, LLC, or Sole Proprietor Name and Mailing Address

B. Doing Business As Name and Physical Address

TOWN OF HERMOSA  
PO BOX 1006  
RAPID CITY, SD 57709-1006

Lic # PL-4469  
CORNER PANTRY TRAVEL CENTER  
25 N HEARTLAND EXP #101  
HERMOSA, SD 57744

Owner's Telephone #: (605) 342-0527

Business Telephone #: 605-255-4555

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

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

Place of business is located in a municipality?  Yes  No

County: Custer

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

Are real property taxes paid to date?  Yes  No

Are you of good moral character having never been convicted of a felony?  Yes  No

D. Legal description of licensed premise:

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

Is this License in active use?  Yes  No

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

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

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

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

Date 10/23/24 Print Name Troy Erickson Signature [Signature]

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

For Local Government Use

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

(Seal) \_\_\_\_\_  
Mayor or Chairman

If disapproved, endorse reason thereon and return to applicant

Please complete reverse side



## ATTACHMENT TO:

## UNIFORM ALCOHOLIC BEVERAGE LICENSE APPLICATION

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

MG OIL COMPANY

Marlyn G. Erickson & Troy M. Erickson

Loc	Location Name	Location Address	Type of License	License Num	Owner
4	Corner Pantry #4	Rapid City, SD	Package (off-sale) Malt Beverage	RB-25630	MG Oil
5	Corner Pantry #5	Rapid City, SD	Package (off-sale) Malt Beverage	RB-25627	MG Oil
6	Corner Pantry #6	Sturgis, SD	Package (off-sale) Malt Beverage	RB-25497	MG Oil
8	Corner Pantry #8	Rapid City, SD	Package (off-sale) Malt Beverage	RB-25629	MG Oil
9	Corner Pantry #9	Rapid City, SD	Package (off-sale) Malt Beverage	RB-25626	MG Oil
10	Corner Pantry #10	Rapid City, SD	Package (off-sale) Malt Beverage	RB-25625	MG Oil
11	Corner Pantry #11	Hot Springs, SD	Retail (on-off) Malt Beverage	RB-22547	MG Oil
11	Corner Pantry #11-2	Hot Springs, SD	Retail (on-off) Malt Beverage	RB-25225	MG Oil
12	Corner Pantry #12	Custer, SD	Retail (on-off) Malt Beverage	RB-3616	MG Oil
12	Corner Pantry #12 - 2	Custer, SD	Retail (on-off) Malt Beverage	RB-27312	MG Oil
13	Corner Pantry #13	Rapid City, SD	Package (off-sale) Malt Beverage	RB-25624	MG Oil
14	Corner Pantry Deadwood Ave #14	Rapid City, SD	Package (off-sale) Malt Beverage	RB-25623	MG Oil
16	Corner Pantry Moon Meadows #16	Rapid City, SD	Package (off-sale) Malt Beverage	RB-25295	MG Oil
18	Corner Pantry Lacrosse #18	Rapid City, SD	Package (off-sale) Malt Beverage	RB-25628	MG Oil
19	Corner Pantry #19 (The Depot Casino)	Brookings, SD	Retail (on-off) Malt Beverage	RB-20065	MG Oil
20	Homeslead Casino	Phillip, SD	Retail (on-off) Malt Beverage	RB-24841	MG Oil
20	Corner Pantry #20	Phillip, SD	Retail (on-off) Malt Beverage	RB-3661	MG Oil
21	Corner Pantry #21	Rapid City, SD	Retail (on-off) Malt Beverage	RB-24086	MG Oil
21	Corner Pantry #21-B	Rapid City, SD	Retail (on-off) Malt Beverage	RB-25294	MG Oil
22	Metro City Corner Pantry #22	Fort Pierre, SD	Retail (on-off) Malt Beverage	RB-2555	MG Oil
23	Corner Pantry #23	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-2669	MG Oil
24	Corner Pantry #24	Brookings, SD	Retail (on-off) Malt Beverage	RB-19483	MG Oil
24	Corner Pantry #24-B	Brookings, SD	Retail (on-off) Malt Beverage	RB-28002	MG Oil
25	Corner Pantry #25	Huron, SD	Retail (on-off) Malt Beverage	RB-2589	MG Oil
26	Corner Pantry #26	Huron, SD	Retail (on-off) Malt Beverage	RB-2730	MG Oil
27	Corner Pantry #27	Huron, SD	Retail (on-off) Malt Beverage	RB-2140	MG Oil
27	Corner Pantry #27 - 2	Huron, SD	Retail (on-off) Malt Beverage	RB-29379	MG Oil
29	Corner Pantry #29	Huron, SD	Retail (on-off) Malt Beverage	RB-18935	MG Oil
29	Corner Pantry #29B	Huron, SD	Retail (on-off) Malt Beverage	RB-23334	MG Oil
30	Corner Pantry #30	Huron, SD	Retail (on-off) Malt Beverage	RB-2732	MG Oil
30	Corner Pantry Casino #30	Huron, SD	Retail (on-off) Malt Beverage	RB-20010	MG Oil
30	Corner Pantry Casino #30-2	Huron, SD	Retail (on-off) Malt Beverage	RB-29380	MG Oil
31	Corner Pantry #31	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-28310	MG Oil
32	Corner Pantry #32	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-24826	MG Oil
32	Corner Pantry #32 B	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-27731	MG Oil
33	Corner Pantry #33	North Sioux City	Retail (on-off) Malt Beverage	RB-2365	MG Oil
33	Corner Pantry #33 Casino	North Sioux City	Retail (on-off) Malt Beverage	RB-3535	MG Oil
33	Corner Pantry #33 Casino - 2	North Sioux City	Retail (on-off) Malt Beverage	RB-2852	MG Oil
33	Corner Pantry #33 Casino - 3	North Sioux City	Retail (on-off) Malt Beverage	RB-2142	MG Oil
34	Corner Pantry #34	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-26959	MG Oil
34	Corner Pantry #34 Casino	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-28025	MG Oil
34	Corner Pantry #34 Casino - 2	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-27176	MG Oil
45	The Park	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2962	MG Oil
45	The Park 2	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2997	MG Oil
46	Market Square	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3027	MG Oil
46	Market Square II	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2604	MG Oil
46	Market Square - 3	Rapid City, SD	Retail (on-off) Malt Beverage	RB-27874	MG Oil
46	Market Square - 4	Rapid City, SD	Retail (on-off) Malt Beverage	RB-27967	MG Oil
51	Corner Pantry Travel Plaza Casino	North Sioux City	Retail (on-off) Malt Beverage	RB-2605	MG Oil
51	Corner Pantry Travel Plaza Casino - 2	North Sioux City	Retail (on-off) Malt Beverage	RB-2873	MG Oil
51	Corner Pantry Travel Plaza Casino - 3	North Sioux City	Retail (on-off) Malt Beverage	RB-2877	MG Oil
51	Corner Pantry Travel Plaza Casino - 4	North Sioux City	Retail (on-off) Malt Beverage	RB-2891	MG Oil
51	Corner Pantry Travel Plaza Casino - 5	North Sioux City	Retail (on-off) Malt Beverage	RB-2890	MG Oil
52	Flying J Travel Plaza	Box Elder, SD	Retail (on-off) Malt Beverage	RB-2977	MG Oil
52	Flying J Travel Plaza - 2	Box Elder, SD	Retail (on-off) Malt Beverage	RB-29700	MG Oil
53	Truck Stop Lounge	Box Elder, SD	Retail (on-off) Malt Beverage	RB-2743	MG Oil
53	Truck Stop Lounge West	Box Elder, SD	Retail (on-off) Malt Beverage	RB-29699	MG Oil
54	Flying J Hermosa / Town of Hermosa	Hermosa, SD	Retail (on-off) Malt Beverage	RB-2776	MG Oil
57	Mint Casino	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-27571	MG Oil
57	Mint Casino - 2	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-27572	MG Oil
57	Mint Casino - 3	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-28181	MG Oil

## ATTACHMENT TO:

## UNIFORM ALCOHOLIC BEVERAGE LICENSE APPLICATION

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

MG OIL COMPANY

Marlyn G. Erickson & Troy M. Erickson

Loc	Location Name	Location Address	Type of License	License Num	Owner
57	Mint Casino - 4	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-28182	MG Oil
60	Happy Jacks Sioux Falls II	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-21995	MG Oil
60	Happy Jacks Sioux Falls II - B	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-26718	MG Oil
61	LaCrosse Street Casino #1	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2797	MG Oil
61	LaCrosse Street Casino #2	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3011	MG Oil
61	Lacrosse Street Casino #3	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3114	MG Oil
63	Rushmore Casino III	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2342	MG Oil
63	Rushmore Casino	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2952	MG Oil
63	Rushmore Casino II	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3015	MG Oil
64	BP Casino II	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2966	MG Oil
64	BP Casino	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3012	MG Oil
65	777 Casino West	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2275	MG Oil
65	777 Casino West #2	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3039	MG Oil
67	777 Casino South	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3004	MG Oil
67	777 Casino South Too	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2987	MG Oil
67	777 Casino South 3	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2946	MG Oil
68	Chance's Casino	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2967	MG Oil
68	Chance's Casino Too	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3590	MG Oil
68	Chances Casino 3	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3037	MG Oil
68	Chances Casino 4	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3208	MG Oil
68	Chances Casino 5	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3005	MG Oil
69	Jokerz 7	Tea, SD	Retail (on-off) Malt Beverage	RB-2528	MG Oil
69	Jokerz 7-B	Tea, SD	Retail (on-off) Malt Beverage	RB-21591	MG Oil
69	Jokerz 7-C	Tea, SD	Retail (on-off) Malt Beverage	RB-28140	MG Oil
69	Jokerz 7-D	Tea, SD	Retail (on-off) Malt Beverage	RB-28139	MG Oil
74	Dakota Star Casino	Brandon, SD	Retail (on-off) Malt Beverage	RB-26575	MG Oil
74	Dakota Star Casino - 2	Brandon, SD	Retail (on-off) Malt Beverage	RB-3612	MG Oil
74	Dakota Star Casino - 3	Brandon, SD	Retail (on-off) Malt Beverage	RB-3167	MG Oil
75	Jokerz Mitchell	Mitchell, SD	Retail (on-off) Malt Beverage	RB-2028	MG Oil
75	Jokerz Mitchell - 2	Mitchell, SD	Retail (on-off) Malt Beverage	RB-3833	MG Oil
78	Jokerz 4	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-3119	MG Oil
78	Jokerz 5	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-24624	MG Oil
78	Jokerz 6	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-24623	MG Oil
80	Happy Jacks of Pierre #1	Pierre, SD	Retail (on-off) Malt Beverage	RB-3449	MG Oil
80	Happy Jacks of Pierre #2	Pierre, SD	Retail (on-off) Malt Beverage	RB-22518	MG Oil
80	Happy Jacks of Pierre #3	Pierre, SD	Retail (on-off) Malt Beverage	RB-22511	MG Oil
80	Happy Jacks of Pierre #4	Pierre, SD	Retail (on-off) Malt Beverage	RB-29265	MG Oil
81	Happy Jacks East	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3006	MG Oil
81	Happy Jacks Too	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3657	MG Oil
81	Happy Jacks East #3	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3810	MG Oil
85	Happy Jacks Summerset 2	Summerset, SD	Retail (on-off) Malt Beverage	RB-18919	MG Oil
85	Happy Jacks Summerset	Summerset, SD	Retail (on-off) Malt Beverage	RB-2318	MG Oil
91	Happy Jacks Sioux Falls III	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-3385	MG Oil
92	Happy Jacks Sioux Falls IV	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-26636	MG Oil
92	Happy Jacks Sioux Falls IV - B	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-26719	MG Oil
93	Toby's Casino North II	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3044	MG Oil
93	Toby's Casino North I	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3219	MG Oil
94	Toby's Casino South Too	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3538	MG Oil
94	Toby's Casino South	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3593	MG Oil
97	Jokers Casino South	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2808	MG Oil
97	Jokers Casino South II	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3508	MG Oil
98	Jackpot Casino Too #2	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2343	MG Oil
98	Jackpot Casino Too #3	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2969	MG Oil
98	Jackpot Casino Too	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2995	MG Oil
99	Valley Square Casino	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3594	MG Oil
99	Valley Square Sports Pub	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3599	MG Oil
603	The Lie-brary - 3	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-27080	MG Oil
605	Village Bowl 5	Mitchell, SD	Retail (on-off) Malt Beverage	RB-23601	MG Oil
605	Village Bowl 4	Mitchell, SD	Retail (on-off) Malt Beverage	RB-2844	MG Oil
606	Alpine Sports Bar & Casino 2	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-26751	MG Oil
607	The Lanes - B	Brookings, SD	Retail (on-off) Malt Beverage	RB-27244	MG Oil

## ATTACHMENT TO:

## UNIFORM ALCOHOLIC BEVERAGE LICENSE APPLICATION

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

MG OIL COMPANY

Marlyn G. Erickson & Troy M. Erickson

Loc i	Location Name	Location Address	Type of License	License Numt	Owner
607	The Lanes - C	Brookings, SD	Retail (on-off) Malt Beverage	RB-27245	MG Oil
608	Country Market II-B	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2964	MG Oil
620	Upperdeck - 2	Yankton	Retail (on-off) Malt Beverage	RB-3364	MG Oil
749	Overtime Sports Grill & Bar - 2	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-25402	MG Oil
749	Overtime Sports Grill & Bar - 3	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-28612	MG Oil
750	Jokerz 8	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-26743	MG Oil
750	Jokerz 8 - 2	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-3116	MG Oil
750	Jokerz 8 - 3	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-28611	MG Oil
751	Jokerz Casino 31	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-22006	MG Oil
752	Cash Out Casino and Vape - 2	Huron, SD	Retail (on-off) Malt Beverage	RB-26370	MG Oil
752	Cash Out Casino and Vape - 4 (D)	Huron, SD	Retail (on-off) Malt Beverage	RB-25870	MG Oil
753	Jokerz 9	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3588	MG Oil
753	Jokerz 9-2	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3912	MG Oil
754	Big Al's Casino	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-3111	MG Oil
754	Big Al's Casino - 2	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-26758	MG Oil
754	Big Al's Casino - 3	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-29136	MG Oil
755	Empire Casino	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-3107	MG Oil
775	777 Mitchell - A	Mitchell, SD	Retail (on-off) Malt Beverage	RB-3124	MG Oil
776	Jokerz I-90	Rapid City, SD	Retail (on-off) Malt Beverage	RB-29238	MG Oil
776	Jokerz I-90 - 2	Rapid City, SD	Retail (on-off) Malt Beverage	RB-29239	MG Oil
776	Jokerz I-90 - 3	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2996	MG Oil
777	777 Casino	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-26483	MG Oil
777	777 Casino - 2	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-27199	MG Oil
778	777 Casino North A	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-27573	MG Oil
778	777 Casino North B	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-27574	MG Oil
778	777 Casino North C	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-27575	MG Oil
779	777 Casino East (Suite D)	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-23116	MG Oil
779	777 Casino East - 2 (Suite C)	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-3379	MG Oil
779	777 Casino East - 3	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-3473	MG Oil
780	777 Casino & Liquor	Yankton	Retail (on-off) Malt Beverage	RB-3638	MG Oil
780	777 Casino & Liquor - 2	Yankton	Retail (on-off) Malt Beverage	RB-3346	MG Oil
780	777 Casino & Liquor - 3	Yankton	Retail (on-off) Malt Beverage	RB-3397	MG Oil
8	Corner Pantry #8	Rapid City, SD	Package (off-sale) Liquor	PL-20178	MG Oil
18	Corner Pantry Lacrosse #18	Rapid City, SD	Package (off-sale) Liquor	PL-4443	MG Oil
19	Corner Pantry #19	Brookings, SD	Retail (on-off Sale) Wine	RW-21522	MG Oil
20	Corner Pantry #20	Philip, SD	Package (off-sale) Liquor	PL-4742	MG Oil
21	Corner Pantry #21	Rapid City, SD	Retail (on-off Sale) Wine	RW-19127	MG Oil
22	Metro City Corner Pantry #22	Fort Pierre, SD	Package (off-sale) Liquor	PL-4566	MG Oil
23	Corner Pantry #23	Sioux Falls, SD	Package (off-sale) Liquor	PL-4835	MG Oil
24	Corner Pantry #24	Brookings, SD	Retail (on-off Sale) Wine	RW-29912	MG Oil
29	Corner Pantry #29	Huron, SD	Package (off-sale) Liquor	PL-4613	MG Oil
30	Corner Pantry #30	Huron, SD	Retail (on-off Sale) Wine	RW-19267	MG Oil
31	Corner Pantry #31	Sioux Falls, SD	Package (off-sale) Liquor	PL-4422	MG Oil
32	Corner Pantry #32	Sioux Falls, SD	Package (off-sale) Liquor	PL-4703	MG Oil
33	Corner Pantry #33	North Sioux City	Package (off-sale) Liquor	PL-4725	MG Oil
33	Corner Pantry #33 Casino - 2	North Sioux City	Retail (on-off Sale) Wine	RW-7576	MG Oil
34	Corner Pantry #34	Sioux Falls, SD	Package (off-sale) Liquor	PL-4788	MG Oil
34	Corner Pantry #34	Sioux Falls, SD	Retail (on-off Sale) Wine	RW-26960	MG Oil
34	Corner Pantry #34 Casino	Sioux Falls, SD	Retail (on-off Sale) Wine	RW-28024	MG Oil
43	Hop Scotch	Fort Pierre, SD	Retail (on-sale) Liquor	RL-5591	MG Oil
45	The Park	Rapid City, SD	Retail (on-sale) Liquor	RL-5869	MG Oil
45	The Park 3	Rapid City, SD	Retail (on-sale) Liquor	RL-5870	MG Oil
45	The Park 2	Rapid City, SD	Retail (on-sale) Liquor	RL-6329	MG Oil
51	Corner Pantry Travel Plaza	North Sioux City	Package (off-sale) Liquor	PL-4734	MG Oil
51	Corner Pantry Travel Plaza Casino	North Sioux City	Retail (on-off Sale) Wine	RW-7575	MG Oil
51	Corner Pantry Travel Plaza Casino - 2	North Sioux City	Retail (on-off Sale) Wine	RW-6588	MG Oil
53	Truck Stop Lounge	Box Elder, SD	Retail (on-sale) Liquor	RL-5383	MG Oil
54	Corner Pantry Travel Center / Town of Hermosa	Hermosa, SD	Package (off-sale) Liquor	PL-4469	Town of Her
55	Hermosa Deli and Lounge / Hermosa	Hermosa, SD	Retail (on-sale) Liquor Sunday Sa	RL-5208	Town of Her
56	J Bar - Truck Stop Lounge North	Box Elder, SD	Retail (on-sale) Liquor	RL-5462	MG Oil
69	Jokerz 7	Tea, SD	Retail (on-off Sale) Wine	RW-19954	MG Oil

## ATTACHMENT TO:

## UNIFORM ALCOHOLIC BEVERAGE LICENSE APPLICATION

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

MG OIL COMPANY

Marlyn G. Erickson & Troy M. Erickson

Loc	Location Name	Location Address	Type of License	License Numt	Owner
74	Dakota Star Casino - 2	Brandon, SD	Retail (on-off Sale) Wine	RW-23526	MG Oil
74	Dakota Star Casino	Brandon, SD	Retail (on-off Sale) Wine	RW-23527	MG Oil
75	Jokerz Mitchell - 3	Mitchell, SD	Retail (on-sale) Liquor	RL-28511	MG Oil
78	Jokerz 4	Sioux Falls, SD	Retail (on-off Sale) Wine	RW-23114	MG Oil
80	Happy Jacks of Pierre #3	Pierre, SD	Retail (on-off Sale) Wine	RW-22512	MG Oil
85	Happy Jacks Summerset 2	Summerset, SD	Retail (on-sale) Liquor	RL-5278	MG Oil
600	18th Amendment	Sioux Falls, SD	Retail (on-sale) Liquor	RL 5930	MG Oil
600	18th Amendment - 2	Sioux Falls, SD	Retail (on-sale) Liquor	RL-6131	MG Oil
602	Billy Frog's	Sioux Falls, SD	Retail (on-sale) Liquor	RL 5203	MG Oil
603	Lie-Brary	Sioux Falls, SD	Retail (on-sale) Liquor	RL 6174	MG Oil
603	Lie-Brary - 2	Sioux Falls, SD	Retail (on-sale) Liquor	RL-26641	MG Oil
603	Lie-Brary - 2	Sioux Falls, SD	Retail (on-off Sale) Wine	RW-23141	MG Oil
604	Red Eye	Sioux Falls, SD	Retail (on-sale) Liquor	RL-5948	MG Oil
604	Grain Bin (Red Eye 2)	Sioux Falls, SD	Retail (on-sale) Liquor	RL-5938	MG Oil
605	Village Bowl	Mitchell, SD	Retail (on-sale) Liquor	RL-5766	MG Oil
605	Village Bowl 2	Mitchell, SD	Retail (on-sale) Liquor	RL-5759	MG Oil
605	Village Bowl 3	Mitchell, SD	Retail (on-off Sale) Wine	RW-6464	MG Oil
605	Village Bowl 6	Mitchell, SD	Retail (on-sale) Liquor	RL-6380	MG Oil
606	Alpine Sports Bar & Casino	Sioux Falls, SD	Retail (on-sale) Liquor	RL-6168	MG Oil
607	The Lanes	Brookings, SD	Retail (on-sale) Liquor	RL-6262	MG Oil
608	Country Market II	Rapid City, SD	Retail (on-sale) Liquor	RL-5874	MG Oil
620	Upperdeck	Yankton	Retail (on-sale) Liquor	RL-6101	MG Oil
748	Detour Bar	Sioux Falls, SD	Retail (on-sale) Liquor	RL-5943	MG Oil
749	Overtime Sports Grill & Bar	Sioux Falls, SD	Retail (on-sale) Liquor	RL-5213	MG Oil
751	Jokerz Casino 31	Sioux Falls, SD	Retail (on-off Sale) Wine	RW-22515	MG Oil
752	Cash Out Casino and Vape	Huron, SD	Retail (on-sale) Liquor	RL-28257	MG Oil
752	Cash Out Casino and Vape - 3	Huron, SD	Retail (on-off Sale) Wine	RW-27536	MG Oil
775	777 Mitchell - B	Mitchell, SD	Retail (on-off Sale) Wine	RW-7501	MG Oil
778	777 North Casino - 2	Sioux Falls, SD	Retail (on-off Sale) Wine	RW-23215	MG Oil
779	777 Casino East - 4	Sioux Falls, SD	Retail (on-sale) Liquor	RL-29660	MG Oil
780	777 Casino & Liquor	Yankton	Package (off-sale) Liquor	PL-4962	MG Oil
781	49th Street Liquor	Sioux Falls, SD	Package (off-sale) Liquor	PL-28501	MG Oil
781	49th Street Liquor	Sioux Falls, SD	Retail (on-sale) Liquor	RL-28216	MG Oil
781	49th Street Liquor - 2	Sioux Falls, SD	Retail (on-sale) Liquor	RL-29832	MG Oil

Date Received \_\_\_\_\_  
Date Issued \_\_\_\_\_

2025

License No. RI-5208

**Uniform Alcoholic Beverage License Application**

A. Corporation, LLC, or Sole Proprietor Name and Mailing Address

B. Doing Business As Name and Physical Address

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

Lic # RI-5208  
HERMOSA DELI & LOUNGE  
25 N HEARTLAND EXP #104  
HERMOSA, SD 57744-0117

Owner's Telephone #: (605) 342-0527

Business Telephone #: 605-255-4555

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

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

Place of business is located in a municipality?  Yes  No

County: Custer

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

Are real property taxes paid to date?  Yes  No

Are you of good moral character having never been convicted of a felony?  Yes  No

D. Legal description of licensed premise:

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

Is this License in active use?  Yes  No

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

E. State Sales Tax Number: 1014-8578-ST

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

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

Date 10/23/24 Print Name Troy Erickson Signature 

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

For Local Government Use

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

(Seal) \_\_\_\_\_  
Mayor or Chairman

If disapproved, enforce reason thereon and return to applicant

Please complete reverse side

**Company supplement information  
(For corporate/partnership/LP/LLC applicants)**

Name of corporation/partnership/LP/LLC MG Oil Company

Address of office and principal place of business of corporation/partnership/LP/LLC 1180 Creek Drive, Rapid City, SD 57703

Are all managing officers of this corporation/partnership/LP/LLC of good moral character having never been convicted of a felony?  Yes  No

Name, title of office, occupation and address of each of the officers/owners of the corporation, partnership, LP, or LLC:

Name	Office	Address	Occupation
Troy Erickson	President	PO Box 1006, Rapid City, SD 57709	Oil Jobber
Marlyn Erickson	Treasurer	PO Box 1006, Rapid City, SD 57709	Oil Jobber

Name of any officers, directors, partners or stockholders of applicant having a financial interest or capital stock in any other alcoholic beverage license:

Name	Type of License, License Number, Financial Interest Held, and Address of Business Location
------	--------------------------------------------------------------------------------------------

See attached

Where and with whom are all company records kept, such as charter, by-laws, minutes, accounts, notes payable, and notes and accounts receivable, etc?

Attorney- Jess Pekarski, 704 St. Joseph Street, Rapid City, SD 57701

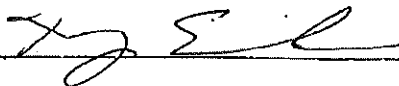
With signature the applicant agrees to the following:

That the applicant company will comply with all provisions of ARSD chapter No. 64:75:02 of the Department of Revenue, relating to the transfer of stock and prior approval of the transfer of such stock by the Secretary of Revenue and violation of any of the provisions of said regulation or failure to comply therewith, whether by the undersigned corporation, partnership/LP/LLC or by any stockholder thereof, or by anyone interested in said company, shall constitute cause for revocation or suspension of any license issued pursuant to and in reliance on this application, or for refusal to renew such license upon expiration thereof.

We the undersigned officers and directors of the applicant company acknowledge that the within supplement application form is true and correct in every respect and that there exists no financial arrangement concerning this or any other alcoholic beverage license than that expressly set forth above. If company stock is to be transferred we ask for approval of such voluntary stock transfer.

Signature of Authorized Officer/Director/Partner

Date



10/23/24

## ATTACHMENT TO:

## UNIFORM ALCOHOLIC BEVERAGE LICENSE APPLICATION

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

MG OIL COMPANY

Marlyn G. Erickson & Troy M. Erickson

Loc # Location Name	Location Address	Type of License	License Numt	Owner
4 Corner Pantry #4	Rapid City, SD	Package (off-sale) Malt Beverage	RB-25630	MG Oil
5 Corner Pantry #5	Rapid City, SD	Package (off-sale) Malt Beverage	RB-25627	MG Oil
6 Corner Pantry #6	Sturgis, SD	Package (off-sale) Malt Beverage	RB-25497	MG Oil
8 Corner Pantry #8	Rapid City, SD	Package (off-sale) Malt Beverage	RB-25629	MG Oil
9 Corner Pantry #9	Rapid City, SD	Package (off-sale) Malt Beverage	RB-25626	MG Oil
10 Corner Pantry #10	Rapid City, SD	Package (off-sale) Malt Beverage	RB-25625	MG Oil
11 Corner Pantry #11	Hot Springs, SD	Retail (on-off) Malt Beverage	RB-22547	MG Oil
11 Corner Pantry #11-2	Hot Springs, SD	Retail (on-off) Malt Beverage	RB-25225	MG Oil
12 Corner Pantry #12	Custer, SD	Retail (on-off) Malt Beverage	RB-3616	MG Oil
12 Corner Pantry #12 - 2	Custer, SD	Retail (on-off) Malt Beverage	RB-27312	MG Oil
13 Corner Pantry #13	Rapid City, SD	Package (off-sale) Malt Beverage	RB-25624	MG Oil
14 Corner Pantry Deadwood Ave #14	Rapid City, SD	Package (off-sale) Malt Beverage	RB-25623	MG Oil
16 Corner Pantry Moon Meadows #16	Rapid City, SD	Package (off-sale) Malt Beverage	RB-25295	MG Oil
18 Corner Pantry Lacrosse #18	Rapid City, SD	Package (off-sale) Malt Beverage	RB-25628	MG Oil
19 Corner Pantry #19 (The Depot Casino)	Brookings, SD	Retail (on-off) Malt Beverage	RB-20065	MG Oil
20 Homestead Casino	Philip, SD	Retail (on-off) Malt Beverage	RB-24841	MG Oil
20 Corner Pantry #20	Philip, SD	Retail (on-off) Malt Beverage	RB-3661	MG Oil
21 Corner Pantry #21	Rapid City, SD	Retail (on-off) Malt Beverage	RB-24086	MG Oil
21 Corner Pantry #21-B	Rapid City, SD	Retail (on-off) Malt Beverage	RB-25294	MG Oil
22 Metro City Corner Pantry #22	Fort Pierre, SD	Retail (on-off) Malt Beverage	RB-2555	MG Oil
23 Corner Pantry #23	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-2669	MG Oil
24 Corner Pantry #24	Brookings, SD	Retail (on-off) Malt Beverage	RB-19483	MG Oil
24 Corner Pantry #24-B	Brookings, SD	Retail (on-off) Malt Beverage	RB-28002	MG Oil
25 Corner Pantry #25	Huron, SD	Retail (on-off) Malt Beverage	RB-2589	MG Oil
26 Corner Pantry #26	Huron, SD	Retail (on-off) Malt Beverage	RB-2730	MG Oil
27 Corner Pantry #27	Huron, SD	Retail (on-off) Malt Beverage	RB-2140	MG Oil
27 Corner Pantry #27 - 2	Huron, SD	Retail (on-off) Malt Beverage	RB-29379	MG Oil
29 Corner Pantry #29	Huron, SD	Retail (on-off) Malt Beverage	RB-18935	MG Oil
29 Corner Pantry #29B	Huron, SD	Retail (on-off) Malt Beverage	RB-23334	MG Oil
30 Corner Pantry #30	Huron, SD	Retail (on-off) Malt Beverage	RB-2732	MG Oil
30 Corner Pantry Casino #30	Huron, SD	Retail (on-off) Malt Beverage	RB-20010	MG Oil
30 Corner Pantry Casino #30-2	Huron, SD	Retail (on-off) Malt Beverage	RB-29380	MG Oil
31 Corner Pantry #31	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-28310	MG Oil
32 Corner Pantry #32	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-24826	MG Oil
32 Corner Pantry #32 B	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-27731	MG Oil
33 Corner Pantry #33	North Sioux City	Retail (on-off) Malt Beverage	RB-2365	MG Oil
33 Corner Pantry #33 Casino	North Sioux City	Retail (on-off) Malt Beverage	RB-3535	MG Oil
33 Corner Pantry #33 Casino - 2	North Sioux City	Retail (on-off) Malt Beverage	RB-2852	MG Oil
33 Corner Pantry #33 Casino - 3	North Sioux City	Retail (on-off) Malt Beverage	RB-2142	MG Oil
34 Corner Pantry #34	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-26959	MG Oil
34 Corner Pantry #34 Casino	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-28025	MG Oil
34 Corner Pantry #34 Casino - 2	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-27176	MG Oil
45 The Park	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2962	MG Oil
45 The Park 2	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2997	MG Oil
46 Market Square	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3027	MG Oil
46 Market Square II	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2604	MG Oil
46 Market Square - 3	Rapid City, SD	Retail (on-off) Malt Beverage	RB-27874	MG Oil
46 Market Square - 4	Rapid City, SD	Retail (on-off) Malt Beverage	RB-27967	MG Oil
51 Corner Pantry Travel Plaza Casino	North Sioux City	Retail (on-off) Malt Beverage	RB-2605	MG Oil
51 Corner Pantry Travel Plaza Casino - 2	North Sioux City	Retail (on-off) Malt Beverage	RB-2873	MG Oil
51 Corner Pantry Travel Plaza Casino - 3	North Sioux City	Retail (on-off) Malt Beverage	RB-2877	MG Oil
51 Corner Pantry Travel Plaza Casino - 4	North Sioux City	Retail (on-off) Malt Beverage	RB-2891	MG Oil
51 Corner Pantry Travel Plaza Casino - 5	North Sioux City	Retail (on-off) Malt Beverage	RB-2890	MG Oil
52 Flying J Travel Plaza	Box Elder, SD	Retail (on-off) Malt Beverage	RB-2977	MG Oil
52 Flying J Travel Plaza - 2	Box Elder, SD	Retail (on-off) Malt Beverage	RB-29700	MG Oil
53 Truck Stop Lounge	Box Elder, SD	Retail (on-off) Malt Beverage	RB-2743	MG Oil
53 Truck Stop Lounge West	Box Elder, SD	Retail (on-off) Malt Beverage	RB-29699	MG Oil
54 Flying J Hermosa / Town of Hermosa	Hermosa, SD	Retail (on-off) Malt Beverage	RB-2776	MG Oil
57 Mint Casino	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-27571	MG Oil
57 Mint Casino - 2	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-27572	MG Oil
57 Mint Casino - 3	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-28181	MG Oil

## ATTACHMENT TO:

## UNIFORM ALCOHOLIC BEVERAGE LICENSE APPLICATION

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

MG OIL COMPANY

Marlyn G. Erickson & Troy M. Erickson

Loc: Location Name	Location Address	Type of License	License Numt	Owner
57 Mint Casino - 4	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-28182	MG Oil
60 Happy Jacks Sioux Falls II	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-21995	MG Oil
60 Happy Jacks Sioux Falls II - B	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-26718	MG Oil
61 LaCrosse Street Casino #1	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2797	MG Oil
61 LaCrosse Street Casino #2	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3011	MG Oil
61 Lacrosse Street Casino #3	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3114	MG Oil
63 Rushmore Casino III	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2342	MG Oil
63 Rushmore Casino	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2952	MG Oil
63 Rushmore Casino II	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3015	MG Oil
64 BP Casino II	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2966	MG Oil
64 BP Casino	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3012	MG Oil
65 777 Casino West	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2275	MG Oil
65 777 Casino West #2	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3039	MG Oil
67 777 Casino South	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3004	MG Oil
67 777 Casino South Too	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2987	MG Oil
67 777 Casino South 3	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2946	MG Oil
68 Chance's Casino	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2967	MG Oil
68 Chance's Casino Too	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3590	MG Oil
68 Chances Casino 3	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3037	MG Oil
68 Chances Casino 4	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3208	MG Oil
68 Chances Casino 5	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3005	MG Oil
69 Jokerz 7	Tea, SD	Retail (on-off) Malt Beverage	RB-2528	MG Oil
69 Jokerz 7-B	Tea, SD	Retail (on-off) Malt Beverage	RB-21591	MG Oil
69 Jokerz 7-C	Tea, SD	Retail (on-off) Malt Beverage	RB-28140	MG Oil
69 Jokerz 7-D	Tea, SD	Retail (on-off) Malt Beverage	RB-28139	MG Oil
74 Dakota Star Casino	Brandon, SD	Retail (on-off) Malt Beverage	RB-26575	MG Oil
74 Dakota Star Casino - 2	Brandon, SD	Retail (on-off) Malt Beverage	RB-3612	MG Oil
74 Dakota Star Casino - 3	Brandon, SD	Retail (on-off) Malt Beverage	RB-3167	MG Oil
75 Jokerz Mitchell	Mitchell, SD	Retail (on-off) Malt Beverage	RB-2828	MG Oil
75 Jokerz Mitchell - 2	Mitchell, SD	Retail (on-off) Malt Beverage	RB-3833	MG Oil
78 Jokerz 4	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-3119	MG Oil
78 Jokerz 5	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-24624	MG Oil
78 Jokerz 6	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-24623	MG Oil
80 Happy Jacks of Pierre #1	Pierre, SD	Retail (on-off) Malt Beverage	RB-3449	MG Oil
80 Happy Jacks of Pierre #2	Pierre, SD	Retail (on-off) Malt Beverage	RB-22518	MG Oil
80 Happy Jacks of Pierre #3	Pierre, SD	Retail (on-off) Malt Beverage	RB-22511	MG Oil
80 Happy Jacks of Pierre #4	Pierre, SD	Retail (on-off) Malt Beverage	RB-29265	MG Oil
81 Happy Jacks East	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3006	MG Oil
81 Happy Jacks Too	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3857	MG Oil
81 Happy Jacks East #3	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3810	MG Oil
85 Happy Jacks Summerset 2	Summerset, SD	Retail (on-off) Malt Beverage	RB-18919	MG Oil
85 Happy Jacks Summerset	Summerset, SD	Retail (on-off) Malt Beverage	RB-2318	MG Oil
91 Happy Jacks Sioux Falls III	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-3385	MG Oil
92 Happy Jacks Sioux Falls IV	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-26636	MG Oil
92 Happy Jacks Sioux Falls IV - B	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-26719	MG Oil
93 Toby's Casino North II	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3044	MG Oil
93 Toby's Casino North I	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3219	MG Oil
94 Toby's Casino South Too	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3538	MG Oil
94 Toby's Casino South	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3593	MG Oil
97 Jokers Casino South	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2808	MG Oil
97 Jokers Casino South II	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3508	MG Oil
98 Jackpot Casino Too #2	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2343	MG Oil
98 Jackpot Casino Too #3	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2969	MG Oil
98 Jackpot Casino Too	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2995	MG Oil
99 Valley Square Casino	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3594	MG Oil
99 Valley Square Sports Pub	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3599	MG Oil
603 The Lie-brary - 3	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-27080	MG Oil
605 Village Bowl 5	Mitchell, SD	Retail (on-off) Malt Beverage	RB-23601	MG Oil
605 Village Bowl 4	Mitchell, SD	Retail (on-off) Malt Beverage	RB-2844	MG Oil
606 Alpine Sports Bar & Casino 2	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-26751	MG Oil
607 The Lanes - B	Brookings, SD	Retail (on-off) Malt Beverage	RB-27244	MG Oil

## ATTACHMENT TO:

## UNIFORM ALCOHOLIC BEVERAGE LICENSE APPLICATION

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

MG OIL COMPANY

Marlyn G. Erickson & Troy M. Erickson

Loc #	Location Name	Location Address	Type of License	License Num	Owner
607	The Lanes - C	Brookings, SD	Retail (on-off) Malt Beverage	RB-27245	MG Oil
608	Country Market II-B	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2964	MG Oil
620	Upperdeck - 2	Yankton	Retail (on-off) Malt Beverage	RB-3364	MG Oil
749	Overtime Sports Grill & Bar - 2	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-25402	MG Oil
749	Overtime Sports Grill & Bar - 3	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-28612	MG Oil
750	Jokerz 8	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-26743	MG Oil
750	Jokerz 8 -2	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-3116	MG Oil
750	Jokerz 8 -3	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-28611	MG Oil
751	Jokerz Casino 31	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-22006	MG Oil
752	Cash Out Casino and Vape - 2	Huron, SD	Retail (on-off) Malt Beverage	RB-26370	MG Oil
752	Cash Out Casino and Vape - 4 (D)	Huron, SD	Retail (on-off) Malt Beverage	RB-25870	MG Oil
753	Jokerz 9	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3588	MG Oil
753	Jokerz 9-2	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3912	MG Oil
754	Big Al's Casino	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-3111	MG Oil
754	Big Al's Casino - 2	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-26758	MG Oil
754	Big Al's Casino - 3	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-29136	MG Oil
755	Empire Casino	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-3107	MG Oil
775	777 Mitchell - A	Mitchell, SD	Retail (on-off) Malt Beverage	RB-3124	MG Oil
776	Jokerz I-90	Rapid City, SD	Retail (on-off) Malt Beverage	RB-29238	MG Oil
776	Jokerz I-90 - 2	Rapid City, SD	Retail (on-off) Malt Beverage	RB-29239	MG Oil
776	Jokerz I-90 - 3	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2996	MG Oil
777	777 Casino	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-26483	MG Oil
777	777 Casino - 2	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-27199	MG Oil
778	777 Casino North A	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-27573	MG Oil
778	777 Casino North B	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-27574	MG Oil
778	777 Casino North C	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-27575	MG Oil
779	777 Casino East (Suite D)	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-23116	MG Oil
779	777 Casino East - 2 (Suite C)	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-3379	MG Oil
779	777 Casino East - 3	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-3473	MG Oil
780	777 Casino & Liquor	Yankton	Retail (on-off) Malt Beverage	RB-3638	MG Oil
780	777 Casino & Liquor - 2	Yankton	Retail (on-off) Malt Beverage	RB-3346	MG Oil
780	777 Casino & Liquor - 3	Yankton	Retail (on-off) Malt Beverage	RB-3397	MG Oil
8	Corner Pantry #8	Rapid City, SD	Package (off-sale) Liquor	PL-20178	MG Oil
18	Corner Pantry Lacrosse #18	Rapid City, SD	Package (off-sale) Liquor	PL-4443	MG Oil
19	Corner Pantry #19	Brookings, SD	Retail (on-off Sale) Wine	RW-21522	MG Oil
20	Corner Pantry #20	Philip, SD	Package (off-sale) Liquor	PL-4742	MG Oil
21	Corner Pantry #21	Rapid City, SD	Retail (on-off Sale) Wine	RW-19127	MG Oil
22	Metro City Corner Pantry #22	Fort Pierre, SD	Package (off-sale) Liquor	PL-4566	MG Oil
23	Corner Pantry #23	Sioux Falls, SD	Package (off-sale) Liquor	PL-4835	MG Oil
24	Corner Pantry #24	Brookings, SD	Retail (on-off Sale) Wine	RW-29912	MG Oil
29	Corner Pantry #29	Huron, SD	Package (off-sale) Liquor	PL-4613	MG Oil
30	Corner Pantry #30	Huron, SD	Retail (on-off Sale) Wine	RW-19267	MG Oil
31	Corner Pantry #31	Sioux Falls, SD	Package (off-sale) Liquor	PL-4422	MG Oil
32	Corner Pantry #32	Sioux Falls, SD	Package (off-sale) Liquor	PL-4703	MG Oil
33	Corner Pantry #33	North Sioux City	Package (off-sale) Liquor	PL-4725	MG Oil
33	Corner Pantry #33 Casino - 2	North Sioux City	Retail (on-off Sale) Wine	RW-7576	MG Oil
34	Corner Pantry #34	Sioux Falls, SD	Package (off-sale) Liquor	PL-4788	MG Oil
34	Corner Pantry #34	Sioux Falls, SD	Retail (on-off Sale) Wine	RW-26960	MG Oil
34	Corner Pantry #34 Casino	Sioux Falls, SD	Retail (on-off Sale) Wine	RW-28024	MG Oil
43	Hop Scotch	Fort Pierre, SD	Retail (on-sale) Liquor	RL-5591	MG Oil
45	The Park	Rapid City, SD	Retail (on-sale) Liquor	RL-5869	MG Oil
45	The Park 3	Rapid City, SD	Retail (on-sale) Liquor	RL-5870	MG Oil
45	The Park 2	Rapid City, SD	Retail (on-sale) Liquor	RL-6329	MG Oil
51	Corner Pantry Travel Plaza	North Sioux City	Package (off-sale) Liquor	PL-4734	MG Oil
51	Corner Pantry Travel Plaza Casino	North Sioux City	Retail (on-off Sale) Wine	RW-7575	MG Oil
51	Corner Pantry Travel Plaza Casino - 2	North Sioux City	Retail (on-off Sale) Wine	RW-6588	MG Oil
53	Truck Stop Lounge	Box Elder, SD	Retail (on-sale) Liquor	RL-5383	MG Oil
54	Corner Pantry Travel Center / Town of Hermosa	Hermosa, SD	Package (off-sale) Liquor	PL-4469	Town of Her
55	Hermosa Deli and Lounge / Hermosa	Hermosa, SD	Retail (on-sale) Liquor Sunday Sa	RL-5208	Town of Her
56	J Bar - Truck Stop Lounge North	Box Elder, SD	Retail (on-sale) Liquor	RL-5462	MG Oil
69	Jokerz 7	Tea, SD	Retail (on-off Sale) Wine	RW-19954	MG Oil

## ATTACHMENT TO:

## UNIFORM ALCOHOLIC BEVERAGE LICENSE APPLICATION

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

MG OIL COMPANY

Marlyn G. Erickson & Troy M. Erickson

Loc : Location Name	Location Address	Type of License	License Numt	Owner
74 Dakota Star Casino - 2	Brandon, SD	Retail (on-off Sale) Wine	RW-23526	MG Oil
74 Dakota Star Casino	Brandon, SD	Retail (on-off Sale) Wine	RW-23527	MG Oil
75 Jokerz Mitchell - 3	Mitchell, SD	Retail (on-sale) Liquor	RL-28511	MG Oil
78 Jokerz 4	Sioux Falls, SD	Retail (on-off Sale) Wine	RW-23114	MG Oil
80 Happy Jacks of Pierre #3	Pierre, SD	Retail (on-off Sale) Wine	RW-22512	MG Oil
85 Happy Jacks Summerset 2	Summerset, SD	Retail (on-sale) Liquor	RL-5278	MG Oil
600 18th Amendment	Sioux Falls, SD	Retail (on-sale) Liquor	RL 5930	MG Oil
600 18th Amendment - 2	Sioux Falls, SD	Retail (on-sale) Liquor	RL-6131	MG Oil
602 Billy Frog's	Sioux Falls, SD	Retail (on-sale) Liquor	RL 5203	MG Oil
603 Lie-Brary	Sioux Falls, SD	Retail (on-sale) Liquor	RL 6174	MG Oil
603 Lie-Brary - 2	Sioux Falls, SD	Retail (on-sale) Liquor	RL-26641	MG Oil
603 Lie-Brary - 2	Sioux Falls, SD	Retail (on-off Sale) Wine	RW-23141	MG Oil
604 Red Eye	Sioux Falls, SD	Retail (on-sale) Liquor	RL-5948	MG Oil
604 Grain Bin (Red Eye 2)	Sioux Falls, SD	Retail (on-sale) Liquor	RL-5938	MG Oil
605 Village Bowl	Mitchell, SD	Retail (on-sale) Liquor	RL-5766	MG Oil
605 Village Bowl 2	Mitchell, SD	Retail (on-sale) Liquor	RL-5759	MG Oil
605 Village Bowl 3	Mitchell, SD	Retail (on-off Sale) Wine	RW-6464	MG Oil
605 Village Bowl 6	Mitchell, SD	Retail (on-sale) Liquor	RL-6380	MG Oil
606 Alpine Sports Bar & Casino	Sioux Falls, SD	Retail (on-sale) Liquor	RL-6168	MG Oil
607 The Lanes	Brookings, SD	Retail (on-sale) Liquor	RL-6262	MG Oil
608 Country Market II	Rapid City, SD	Retail (on-sale) Liquor	RL-5874	MG Oil
620 Upperdeck	Yankton	Retail (on-sale) Liquor	RL-6101	MG Oil
748 Detour Bar	Sioux Falls, SD	Retail (on-sale) Liquor	RL-5943	MG Oil
749 Overtime Sports Grill & Bar	Sioux Falls, SD	Retail (on-sale) Liquor	RL-5213	MG Oil
751 Jokerz Casino 31	Sioux Falls, SD	Retail (on-off Sale) Wine	RW-22515	MG Oil
752 Cash Out Casino and Vape	Huron, SD	Retail (on-sale) Liquor	RL-28257	MG Oil
752 Cash Out Casino and Vape - 3	Huron, SD	Retail (on-off Sale) Wine	RW-27536	MG Oil
775 777 Mitchell - B	Mitchell, SD	Retail (on-off Sale) Wine	RW-7501	MG Oil
778 777 North Casino - 2	Sioux Falls, SD	Retail (on-off Sale) Wine	RW-23215	MG Oil
779 777 Casino East - 4	Sioux Falls, SD	Retail (on-sale) Liquor	RL-29660	MG Oil
780 777 Casino & Liquor	Yankton	Package (off-sale) Liquor	PL-4962	MG Oil
781 49th Street Liquor	Sioux Falls, SD	Package (off-sale) Liquor	PL-28501	MG Oil
781 49th Street Liquor	Sioux Falls, SD	Retail (on-sale) Liquor	RL-28216	MG Oil
781 49th Street Liquor - 2	Sioux Falls, SD	Retail (on-sale) Liquor	RL-29832	MG Oil

Date Received \_\_\_\_\_  
Date Issued \_\_\_\_\_

2025

License No. RR-22505

### Uniform Alcoholic Beverage License Application

A. Corporation, LLC, or Sole Proprietor Name and Mailing Address

B. Doing Business As Name and Physical Address

TOWN OF HERMOSA  
24547 S HIGHWAY 79  
HERMOSA, SD 57744-5103

Lic # RR-22505  
LAZY R BAR AND GRILL  
24547 S HIGHWAY 79  
HERMOSA, SD 57744-5103

Owner's Telephone#: 605-431-9332

Business Telephone #: 605-255-4111

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

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

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

County: Custer

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

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

Are you of good moral character having never been convicted of a felony?  Yes [ ] No

D. Legal description of licensed premise:

N2 NE4 NE4 SE4 E2 NE4 NW4 NE4 SE4  
S30 T2S R8E

Is this License in active use?  Yes [ ] No

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

E. State Sales Tax Number: 1030-0321-ST

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

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

Date 10/31/24 Print Name John Wiles Signature John Wiles

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

For Local Government Use

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

(Seal) \_\_\_\_\_  
Mayor or Chairman

If disapproved, endorse reason thereon and return to applicant

Please complete reverse side



Date Received \_\_\_\_\_  
Date Issued \_\_\_\_\_

# 2025

License No. RL-30258

## Uniform Alcoholic Beverage License Application

A. Corporation, LLC, or Sole Proprietor Name and Mailing Address

B. Doing Business As Name and Physical Address

TOWN OF HERMOSA  
PO BOX 49  
FAIRBURN, SD 57738

Lic # RL-30258  
TRAILS WEST SALOON  
122 VILAS STREET  
HERMOSA, SD 57744

Owner's Telephone# : \_\_\_\_\_

Business Telephone #: (605) 430-7471

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

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

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

County: Custer

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

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

Are you of good moral character having never been convicted of a felony?  Yes [ ] No

D. Legal description of licensed premise:

Is this License in active use?  Yes [ ] No

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

E. State Sales Tax Number: 1041-6587-ST

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

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

Date 10/30/24 Print Name Moritz Espy Signature Moritz Espy

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

For Local Government Use

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

(Seal) \_\_\_\_\_  
Mayor or Chairman

If disapproved, endorse reason thereon and return to applicant

Please complete reverse side

**Company supplement information**  
**(For corporate/partnership/LP/LLC applicants)**

Name of corporation/partnership/LP/LLC TWO SALON LLC

Address of office and principal place of business of corporation/partnership/LP/LLC 122 Villa St

Are all managing officers of this corporation/partnership/LP/LLC of good moral character having never been convicted of a felony?  Yes  No

Name, title of office, occupation and address of each of the officers/owners of the corporation, partnership, LP, or LLC:

Name	Office	Address	Occupation
<u>Moritz Espy</u>	<u>OWNER</u>	<u>25376 SHWY 79 HERMOSA SD 57744</u>	<u>Manager</u>

Name of any officers, directors, partners or stockholders of applicant having a financial interest or capital stock in any other alcoholic beverage license:

Name	Type of License, License Number, Financial Interest Held, and Address of Business Location.

Where and with whom are all company records kept, such as charter, by-laws, minutes, accounts, notes payable, and notes and accounts receivable, etc?  
14193 East French Creek Rd Fairdown SD 57738 / Moritz Espy

With signature the applicant agrees to the following:  
That the applicant company will comply with all provisions of ARSD chapter No. 64:75:02 of the Department of Revenue, relating to the transfer of stock and prior approval of the transfer of such stock by the Secretary of Revenue and violation of any of the provisions of said regulation or failure to comply therewith, whether by the undersigned corporation, partnership/LP/LLC or by any stockholder thereof, or by anyone interested in said company, shall constitute cause for revocation or suspension of any license issued pursuant to and in reliance on this application, or for refusal to renew such license upon expiration thereof.  
We the undersigned officers and directors of the applicant company acknowledge that the within supplement application form is true and correct in every respect and that there exists no financial arrangement concerning this or any other alcoholic beverage license than that expressly set forth above. If company stock is to be transferred we ask for approval of such voluntary stock transfer.

Signature of Authorized Officer/Director/Partner Moritz Espy Date 10/30/24

14C

## South Dakota Public Assurance Alliance

### TOWN OF HERMOSA Media Policy

From time to time during the course of your service for the (City, County, etc.) you may receive unsolicited contact from representatives of the media including but not limited to newspaper reporters, television and radio reporters and news people, and others. The purpose of this policy is to inform you of the proper steps to follow when such contact occurs.

1. \_\_\_\_\_ has been designated as the only authorized spokesperson for (City, County, etc.) in the event of communications with the media. Therefore, if you receive contact from the media, advise them that you cannot comment and refer them to \_\_\_\_\_. His/her telephone number is \_\_\_\_\_ and email address is \_\_\_\_\_.
2. In addition to referring members of the media to our designated contact person, notify your immediate supervisor immediately of any media contact.
3. Media representatives will understand that you cannot comment. They will appreciate a referral to someone who may or may not be able to answer their questions.
4. When an incident occurs that could give rise to a claim against you or others of your fellow employees, please notify everyone that they may receive contact from the media and that they must be aware of and follow this media policy – e.g. not comment on any occurrence and refer the media to the designated contact person.
5. Never give into what is a natural urge to be helpful if you are contacted by the media. You must follow this policy and the procedures described herein.
6. You should be friendly and not defensive or evasive when advising members of the media that you are not able to comment. As noted above, they will understand this position.
7. No comment means no comment. Do not explain or discuss any occurrence or event with the media unless you are authorized to do so as the designated spokesperson.
8. Keep in mind that whatever you say will be viewed as an official statement on behalf of your employer and your co-workers. This is yet another reason to follow the policy, make no comment, and direct the media representatives to the designated contact person.
9. If you are present during Executive Session of the (City Commission, City Council, County Commission, etc.) where litigation or claims are discussed, keep in mind that executive sessions are privileged, that no record is made of these discussions, and that anyone present is absolutely forbidden to discuss the content of conversations which occur during the course of executive session.

If you have any questions about the application of this policy, please contact your immediate supervisor.

**It is SDPAA's recommendation that this SAMPLE Media Policy be treated like other policies your entity may have in use (e.g. sexual harassment). It should be presented to all current and new employees who should sign off acknowledging that they have received the policy, read the policy, and understand the policy. It is also SDPAA's recommendation that you confer with your legal counsel prior to adopting a Media Policy.**