

**HERMOSA TOWN BOARD
TUESDAY, JULY 18, 2023
REGULAR MEETING @ 6.00pm**

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

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

- 3) **SPECIAL ITEMS:**
 - A. Meeting Protocol
 - B. Adopt a special rule of order

- 4) **CONSENT CALENDAR:**
 - A. Approval of the July 5th, 2023, Regular meeting minutes

- 5) **CONFLICT OF INTEREST DECLARATION**

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

- 7) **LAW ENFORCEMENT/ ABATEMENTS/COMPLAINTS:**
 - A. Committee report
 - B. Custer County Log
 - C. Abatements
Properties, Dumpster

- 8) **LEGAL:**
 - A. Engineer expense reimbursement.

- 9) **ENGINEER:**
 - A. Water Rehab Project (WRT System)
 - B. Hermosa Sidewalk Project
 - C. Sewer Project (Lagoon design & expansion)
 - D. Water/Sewer Facility Plans - pending
Resolution(s) review
DANR Award
Bruels Email
 - E. Black Hills Council of Local Governments - pending
 - F. Town of Hermosa Water and Sewer Extension Project – pending
ACES engineering & Elmer Claycomb attending the meeting to discuss the way forward
 - G. Hermosa Hills Drainage
Town accept Walter Street-pending
 - H. Whitney Street Drainage – pending for monitoring
 - I. Facility Plan for Booster, Water Meters
Possibly to add to USDA-pending
 - J. Rural Development
Application pending

- 10) **PLANNING & ZONING**
 - A. Review P&Z minutes 07/11/2023
 - B. Permit 2022-25 - REVISED- Digging/ROW-Sewer Connection- Parcels 009318 & 009319
 - C. 2023-06 – Commercial Remodeling Permit Application – 250 Main St. – Storage Loft – pending
 - D. 2023-19 – Permit to Work in Right of Way – 315 Main St

- 11) **PUBLIC WORKS**
- A. Committee Report
 - B. Streets, Street Light Repairs, Water & Sewer Department Updates
Trustee report on town lighting needs
 - C. Agreement for performance of services of public works and town maintenance
 - D. Chuck Irvine training expenses
 - E. Walter street maintenance – add gravel
 - F. “No Parking” street sign repair on Ferguson St.
- 12) **FINANCE OFFICE:**
- A. Monthly financials.
 - B. Department updates
 - C. Grant research
 - D. 2024 Budget
 - E. Microphone research
 - F. Town office personnel
- 13) **OLD BUSINESS:**
- A. Annexation: Volunteers for Annexation
 - B. Town Sign, pending
 - C. Town Office: Deck Staining, pending
 - D. Library: Deck Staining, pending
 - E. Hermosa Connects
 - F. Law enforcement contract
 - G. Sidewalk extension. – from Ingalls Blvd
 - H. Chicken ordinance - Backyard hen permit application form and fees
- 14) **NEW BUSINESS:**
- A. SBHW presentation – pending – Mid to late August
 - B. Contractors Licensing Ordinance – Chapter 112 – Review 112.03 - Requirement and Obligations
 - C. Letter of support for the new library building
 - D. Chapter 91: Public Nuisances
- 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.

4 A.

**HERMOSA TOWN BOARD
WEDNESDAY, JULY 5, 2023
REGULAR MEETING @ 6.00pm**

ROLL CALL: Styles called the meeting to order on Wednesday, July 5th at 6.00 pm with the following members present: Styles, Henrichsen, Ferguson, Kramer, Holsworth. Also present: Chuck Ferguson and citizens. Kent Hagg will be in attendance at 6.30pm. Pledge of Allegiance led by Jerald Styles.

PUBLIC HEARING: Motion made, seconded to enter into public hearing at 6.02 pm; Vote: unanimous, motion carried. Motion made, seconded to approve transfer of a retail (on-off sale) malt beverage & SD farm wine license from Daniel C Martin to Philip Preston to operate within the municipality at Pop's Grocery, 30 N. Ferguson Street, G & G Sub - Lot 1 (Formerly Out lot E) IN SW4SE4 Sec 29 T2 R8, Hermosa, Custer County, South Dakota, 57744, for the licensing period ending June 30, 2024; Vote: Unanimous, motion carried. No comments from the public. Motion made, seconded to exit the public hearing at 6.05 pm; Vote: Unanimous, motion carried. Motion made, seconded to remove item 2) Public hearing from the agenda; Vote: Unanimous, motion carried.

CALL FOR CHANGES: Item 8) LEGAL to be discussed when Mr. Hagg is present. Item 12) L. Microphone research added to the agenda. Motion made, seconded to approve agenda as amended; Vote: Unanimous, motion carried.

CONSENT CALENDAR: Motion made, seconded to approve June 20th, 2023 regular meeting minutes with amendment to the motion under Engineer section to ". Motion made by Holsworth, seconded by Henrichsen to continue using ACES engineering on the 3 active projects: WRT system, Sewer project (Lagoon expansion) and Water/Sewer extension to the North project, but any future projects to be advertised for bids and directed to all Engineering companies; Vote: Unanimous, motion carried"; Vote: all ayes, motion carried.

CONFLICT OF INTEREST DECLARATION: None

CLAIMS A & B Business equipment LLC: MONTHLY PRINTER/FAX FEE \$569.78; American Legal Publishing Corp: Internet Renewal:07/23-07/24 \$450.00; Black Hills Electric Coop. Inc: Utilities-Electric 06/2023 \$3,075.37; Chuck Ferguson: Monthly agreement 06/2023 \$2,600.00; Sewer manhole tests-126 samples \$875.00; DANR Violation of settlement agreement \$2,500.00; Independent audit services: Audit-Final for 2021 \$1,250.00; Johnson Law Firm: Ordinances, e-mail response, BOT meet \$1,909.50; SD Municipal League: Elected officials workshop \$150.00; Southern Hills Publishing: Annual subscription renewal \$50.00; Temperature technology Inc.: Water pressure transducer repair \$763.21; Van Diest Supply company: Mosquito control supplies \$1,972.47; Vanway trophy & award: Name plates: Styles, Ferguson \$17.50; YESCO Rapid City: Street lights, new fixture \$367.51; Accounts Payable Total: \$16,550.34. Payroll Paid On: 6/30/23 Legislative \$973.36, Financial administration \$1,916.89, Gen. Gov't buildings \$103.89, Water \$366.98, Sewer \$156.96; Planning/Zoning \$535.62, Promoting City/ BBB \$52.32, EFTPS-Electronic Federal Tax: FED/FICA TAX \$962.43, Health Pool of SD: Admin single health 07/23 \$1,835.74, South Dakota retirement system SDRS \$709.38. Payroll Total: \$7,613.57.* REPORT TOTAL *\$24,163.91. GENERAL \$13,876.34, BBB GROSS RECEIPTS TAX \$296.34, WATER \$4,412.88, SEWER \$5,578.35. Motion made by Henrichsen, seconded by Holsworth to approve claims list as presented; Vote: Unanimous, motion carried.

LAW ENFORCEMENT/ ABATEMENTS/COMPLAINTS: Courtesy calls for abatements are being made by Donna Ferguson, records to be presented at the next meeting. 2 interviews were completed for the Town Marshall, process is ongoing. Dumpsters: Chuck Ferguson to provide the cost for maintenance for boards approval before the work is performed.

LEGAL: None.

ENGINEER: Water Rehab Project (WRT System)- comments from SDDANR received. Motion made by Henrichsen, seconded by Ferguson to put WRT system on hold after the design is approved by SDDANR, until after the Southern Black Hills Water (SBHW) presentation and the decision is made on the direction the Town will be taking for the long-term water solution; Vote: Styles-Aye, Henrichsen-Aye, Ferguson-Aye, Holsworth-Nay, Kramer-Nay, motion carried. Hermosa sidewalk project – construction performed by Tru-Form Construction Inc. starts on 07/06/2023, pre-construction meeting held on 07/05/2023, projected completion date is August 25th, 2023. Sewer project: ACES addressed the comments and resubmitted the designs to SDDANR on July 5th, 2023. Population of 519 provided by SDDANR for the new lagoon designs is concerning and requires further research. Motion made by Henrichsen, seconded by Ferguson to set up a call conference between Tina McFarling from SDDANR, Jerry Styles and Chuck Ferguson to discuss the reasons for the difference of lagoon capacity numbers that is in Engineers designs for population of 1380 and provided number of 519 by SDDANR and what are the options, Holsworth move to amend the motion, seconded by Kramer add to include Legal representation Kent Hagg and Ann Mines Bailey in the conference call; Vote: Holsworth-Aye, Kramer-Aye, Styles-Aye, Henrichsen-Nay, Ferguson-Nay, motion carried. Motion made by Henrichsen, seconded by Styles to approve the motion with amendment to have Tina McFarling from SDDANR, Jerry Styles, Chuck Ferguson, Kent Hagg and Ann Mines Bailey in the conference call; Vote: Unanimous, motion carried. Motion made by Ferguson, seconded by Henrichsen to take 5-minute brake at 7.03pm; Vote: Henrichsen-Aye, Styles-Aye, Ferguson-Aye, Holsworth-Nay, Kramer-Nay, motion carried. The meeting called back to order by Styles at 7.08pm. Kent Hagg presented the case to hire a subcontractor/consultant for the current projects that ACES

Engineering is working on, to secure the credibility of the prepared designs and get a better chance to get the projects approved by SDDANR. Motion made by Holsworth, seconded by Henrichsen to allow maximum of 10 hours to review our present Lagoon system plan and to come back with the evaluation advising if it a successful plan or not; Vote: Unanimous – Nay, motion failed. Discussion held. Motion made by Holsworth, seconded by Henrichsen that BOT is authorized legal council Kent Hagg to proceed with a plan as discussed for ACES Engineering to hire a subcontractor/consultant to evaluate the Lagoon system designs and report back to The Town of Hermosa as soon as possible, contract/agreement to be prepared between the Town of Hermosa and Leah Berg with the understanding that she is going to hire a subcontractor, to have an open communication, and the town is going to pay only the direct costs from the subcontractor with no mark up price; Vote: Unanimous, motion carried. Water/Sewer Facility Plans and Black Hills Council of Local Governments-pending. Town of Hermosa water and sewer extension project-pending. Hermosa Hills drainage-a site visit was performed by Holsworth, Styles and Serviss. Motion made by Ferguson, seconded by Holsworth to accept Marie street, Hermosa SD 57744; Vote: Unanimous, motion carried. Walter street – pending, site visit revealed more is required, pothole repairs, and needing the crown on the road from the fence North to the stop sign, contractor was notified of the items that need to be corrected. Once Walter street is approved than developer is responsible to put MAG water on both Marie and Walter streets. Whitney street drainage- continued monitoring the situation. Facility plans for booster, water meters and Rural development - pending.

PLANNING & ZONING: Permit 2022-25-Digging/Row– pending. Permit 2023-06–commercial remodeling permit application – pending inspection. ADA Compliance: Motion made by Henrichsen, seconded by Ferguson item 10)C. ADA compliance – Hermosa Community Center from the agenda, Henrichsen move to amend the motion, seconded by Ferguson add to remove ADA compliance requirements for Hermosa Community center; Vote: Styles-Aye, Henrichsen-Aye, Ferguson-Aye, Kramer-Aye, Holsworth-Nay, motion carried. Motion made, seconded to remove items 10)D. 2023-18-Manufactured home moving permit application and 10)E. Vendors application/Fireworks from the agenda; Vote: Unanimous, motion carried.

PUBLIC WORKS: Streets, streetlights, water, sewer update report by Chuck Ferguson. Quarterly reports performed. Motion made by Henrichsen, seconded by Ferguson to purchase a well pump to have on hand for emergencies; Vote: Styles-Aye, Henrichsen-Aye, Ferguson-Aye, Kramer-Aye, Holsworth-Nay, motion carried. Public works agreement – pending. Training expenses – None. Walter street maintenance – pending. Motion made by Holsworth, seconded by Henrichsen to implement water restrictions until September 1st, even house numbers water the gardens and lawns on even calendar days, odd house numbers water the gardens and lawns on odd calendar days, in effect immediately; Vote: Unanimous, motion carried.

FINANCE OFFICE: Monthly financials – pending. Department updates: Motion made by Holsworth, seconded by Henrichsen to allow Jill Dybvig attend Lead line workshop training on July 13th, 2023 in St. Onge from 10.00am to 4.00pm during office hours and to be reimbursed for milage; Vote: Unanimous, motion carried. Motion made by Holsworth, seconded by Henrichsen to sign SDPAA insurance renewal contract; Vote: Unanimous, motion carried. 2024 Budget dates for the board to meet and discuss: August 15th, 16th, 17th of 2023. Motion made by Holsworth, seconded by Kramer to add Jerry Styles and Vicki Henrichsen to Pioneer Bank & Trust Signature Card, remove Dan Holsworth and Linda Kramer; Vote: Unanimous, motion carried. Motion made by Holsworth, seconded by Kramer to add Jerry Styles and Vicki Henrichsen to SDFIT bank signature card; Vote: Unanimous, motion carried. Motion made by Ferguson, seconded by Henrichsen to add 2 missing Federal holidays to the Town of Hermosa 4.9 Holiday Pay Policy: Vote: Styles-Aye, Henrichsen-Aye, Ferguson-Aye, Kramer-Aye, Holsworth-Nay, motion carried. Motion made by Holsworth, seconded by Henrichsen to approve Tax Levy assessment for 2024 received from Custer County, Vote: Unanimous, motion carried. Motion made by Holsworth, seconded by Linda to sign Audit engagement letter with Ben Elliot for 2022 Audit services; Vote: Unanimous, motion carried. Microphone research – pending. Monika Serviss presented the board Letter of Resignation. Motion made, seconded to accept Monika Serviss-Finance officer's resignation letter; Vote: Unanimous, motion carried. Motion made, seconded to allow advertising for Finance officers position for the Town of Hermosa; Vote: Unanimous, motion carried. Motion made, seconded to remove items: 12) C, D, G, H, I, J, K from the agenda; Vote: Unanimous, motion carried.

OLD BUSINESS: Motion made, seconded to remove Gumbo Lily, Fairgrounds Place and McDermand Street from 13) A. item and add: Volunteers for annexation; Vote: Unanimous, motion carried. Town Sign- pending. Town Office and Library deck Staining-pending. Hermosa connects- next meeting at the Hermosa coffee house on Wednesday July 12th, 2023 @8.30am. Information about Hermosa Connects group and upcoming events can be found at www.hermosaconnects.com website as well as Facebook page. Motion made by Kramer seconded by Holsworth to sign Law enforcement contract with Custer County; Vote: Unanimous, motion carried. Sidewalk extension-from Ingalls Blvd – pending. Motion made, seconded to forward chicken ordinance – permit application form and fees to the next work session; Vote: Unanimous, motion carried.

NEW BUSINESS: Motion made, seconded to approve agenda item – public comments as written; Vote: Unanimous, motion carried. Motion made, seconded to remove item 14) B. Sales tax, from the agenda; Vote: Unanimous, motion carried. Motion made by Henrichsen, seconded by Ferguson, to send a letter to Custer County commissioners to be placed on their next agenda on July 12th, 2023 to have flexibility in using the \$500,000.00 ARPA funds provided to the town; Vote: Styles-Aye, Henrichsen-Aye, Ferguson-Aye, Kramer-Nay, Holsworth-Nay, motion carried. Motion made by Henrichsen, seconded by Ferguson, to allow Southern Black Hills Water (SBHW) present to the board mid to late August and request to have Andy Bruels from SDDANR to attend also, Kramer move to amend the motion, seconded by Holsworth limit to only SBHW attend the meeting; Vote to amendment: 3 Ayes, 2 Nays,

motion carried; Vote to original motion: 3 Ayes, 2 Nays, motion carried. Motion made by Henrichsen, seconded by Ferguson, to send out synopsis, for the proposed contract action for any firm, to advertise for a new engineer; Vote: Styles-Aye, Henrichsen-Aye, Ferguson-Aye, Kramer-Nay, Holsworth-Nay, motion carried. Motion made by Henrichsen, seconded by Kramer, to appoint Jerry Styles as Liaison and Donna Ferguson as alternate for Custer County Commissioners meetings, funded position would be the alternate; Vote: 4 Ayes, 1 Nay, motion carried. Motion made by Holsworth, seconded by Henrichsen, to have locks changed in the Town Hall building and have the company who installed security/video system change all the passwords; Vote: Unanimous, motion carried. Motion made by Henrichsen, seconded by Ferguson to approve contractor's licensing ordinance for the 1st reading; Holsworth move to amend the motion, seconded by Ferguson to leave this item pending; Vote: Unanimous, motion carried. Motion made, seconded to remove items 14) A, C, E, F and G from the agenda; Vote: Unanimous, motion carried.

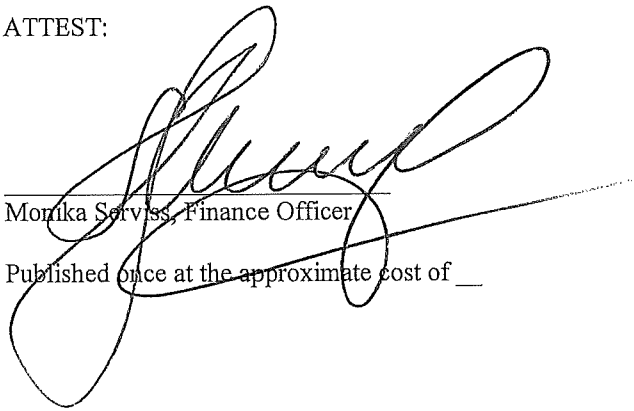
ITEMS FROM CITIZENS: A citizen was not aware of mosquito spraying; the spray is harmless to animals, plants and humans, the office will start posting notices on the website.

TRUSTEE INPUT: Trustees had input.

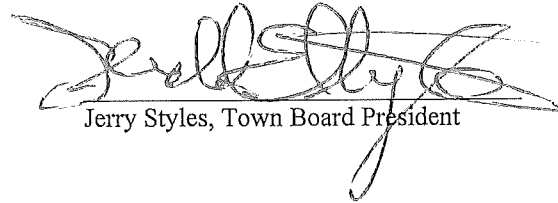
EXECUTIVE SESSION: Motion made by Henrichsen, seconded by Ferguson to go into executive session allowable by SDCL 1-25-2.1 – for personnel purposes at 10.35pm; Vote: Unanimous, motion carried. Motion made, seconded to go out of executive session at 10.52pm; Vote: Unanimous, motion carried. No actions taken from executive session.

ADJOURN: Motion made, seconded to adjourn the meeting at 10.56pm; Vote: Unanimous, motion carried.

ATTEST:



Monika Serviss, Finance Officer
Published once at the approximate cost of _



Jerry Styles, Town Board President



CUSTER COUNTY SHERIFF'S OFFICE
 SHERIFF MARTY MECHALEY
 420 MT RUSHMORE ROAD, CUSTER, SOUTH DAKOTA, 57730
 PHONE: (605) 673-8146 FAX: (605) 673-8154



Hermosa -June 2023 CFS's

Printed on July 5, 2023

CFS Date/Time	CFS #	Case Number	Code	Code : Description	Zone	Address
06/01/23 08:15:55	CFS2305086		EXT	EXT : Extra Patrol	HERMOSA	HERMOSA, HERMOSA
06/01/23 12:43:38	CFS2305094	2023-00272	SUSP	SUSP : Suspicious	HERMOSA	4TH ST, HERMOSA,
06/01/23 17:50:08	CFS2305110		VANDAL	VANDAL : Vandalism	HERMOSA	E MAIN ST,
06/01/23 20:23:15	CFS2305114		EXT	EXT : Extra Patrol	HERMOSA	VILAS ST, HERMOSA,
06/02/23 10:21:12	CFS2305118		FOLLOWUP	FOLLOWUP : Follow-up	HERMOSA	VILAS ST,
06/02/23 16:32:15	CFS2305132		911M	911M : 911 Misdial	HERMOSA	N HEARTLAND
06/04/23 01:13:29	CFS2305192		911T	911T : 911 Transfer	HERMOSA	VILAS ST,
06/04/23 15:53:53	CFS2305208		EXT	EXT : Extra Patrol	HERMOSA	HERMOSA, HERMOSA
06/05/23 12:43:22	CFS2305238		CONCIT	CONCIT : Concerned	HERMOSA	VILAS ST,
06/05/23 16:08:59	CFS2305250		CIVIL	CIVIL : Civil Matter	HERMOSA	2ND ST, HERMOSA,
06/06/23 08:50:14	CFS2305275		EXT	EXT : Extra Patrol	HERMOSA	N 2ND ST,
06/06/23 10:45:51	CFS2305280		EXT	EXT : Extra Patrol	HERMOSA	N 2ND ST,
06/06/23 12:30:49	CFS2305286		EXT	EXT : Extra Patrol	HERMOSA	HERMOSA, HERMOSA
06/07/23 08:37:20	CFS2305315	2023-00285	THEFTITEMS	THEFTITEMS : Theft Of	HERMOSA	RUPP ST LOT 12,

7B.

CFS Date/Time	CFS #	Case Number	Code	Code : Description	Address Zone
06/07/23 08:47:18	CFS2305316		EXT	EXT : Extra Patrol	HERMOSA, HERMOSA HERMOSA
06/07/23 09:07:39	CFS2305318		AOA	AOA : Assist Other	N HEARTLAND HERMOSA
06/07/23 19:08:39	CFS2305351		CONCIT	CONCIT : Concerned	VILAS ST, HERMOSA
06/07/23 20:07:55	CFS2305353		EXT	EXT : Extra Patrol	VILAS ST, HERMOSA, HERMOSA
06/07/23 21:50:11	CFS2305361		THEFTITEMS	THEFTITEMS : Theft Of	RUPP ST, HERMOSA
06/07/23 22:07:44	CFS2305362		EXT	EXT : Extra Patrol	VILAS ST, HERMOSA, HERMOSA
06/08/23 09:00:59	CFS2305366		THEFTITEMS	THEFTITEMS : Theft Of	RUPP ST, HERMOSA
06/08/23 11:17:04	CFS2305368		PAPSERV	PAPSERV : Paper Service	DONNA ST, HERMOSA
06/08/23 11:41:52	CFS2305377		PAPSERV	PAPSERV : Paper Service	MARIE ST, HERMOSA
06/08/23 15:34:04	CFS2305390		AOA	AOA : Assist Other	SOUTH DAKOTA HERMOSA
06/11/23 14:53:19	CFS2305513		911A	911A : 911 Abandoned	5TH ST, HERMOSA
06/11/23 15:35:46	CFS2305516		EXT	EXT : Extra Patrol	HERMOSA, HERMOSA HERMOSA
06/12/23 16:01:29	CFS2305565		EXT	EXT : Extra Patrol	RUPP ST, HERMOSA
06/12/23 16:01:59	CFS2305566		EXT	EXT : Extra Patrol	VILAS STREET, HERMOSA
06/12/23 19:22:38	CFS2305573		DRUNK	DRUNK : Drunkenness	VILAS ST, HERMOSA
06/13/23 21:17:35	CFS2305630		EXT	EXT : Extra Patrol	HERMOSA, HERMOSA HERMOSA
06/14/23 10:24:41	CFS2305645		TSTOP	TSTOP : Traffic Stop	WHITNEY ST / 3RD ST, HERMOSA
06/14/23 10:41:20	CFS2305649		EXT	EXT : Extra Patrol	HERMOSA, HERMOSA HERMOSA

CFS Date/Time	CFS #	Case Number	Code	Code : Description	Address Zone
06/15/23 00:08:15	CFS2305693		EXT	EXT : Extra Patrol	HERMOSA, HERMOSA
06/15/23 00:32:21	CFS2305694		AMB	AMB : Ambulance Calls	HERMOSA, HERMOSA
06/15/23 20:23:11	CFS2305728		EXT	EXT : Extra Patrol	HERMOSA, HERMOSA
06/15/23 22:36:35	CFS2305731		EXT	EXT : Extra Patrol	VILAS STREET, HERMOSA
06/16/23 22:30:52	CFS2305768		EXT	EXT : Extra Patrol	HERMOSA, HERMOSA
06/17/23 08:00:30	CFS2305774		EXT	EXT : Extra Patrol	HERMOSA, HERMOSA
06/17/23 08:00:55	CFS2305775		EXT	EXT : Extra Patrol	HERMOSA, HERMOSA
06/17/23 14:55:42	CFS2305790		911A	911A : 911 Abandoned	43.84017, -103.20057 HERMOSA
06/18/23 06:13:49	CFS2305832		EXT	EXT : Extra Patrol	HERMOSA, HERMOSA
06/18/23 06:14:21	CFS2305833		EXT	EXT : Extra Patrol	VILAS ST, HERMOSA, HERMOSA
06/18/23 15:40:56	CFS2305848		ANFOUND	ANFOUND : Animal Found	SOUTH DAKOTA HERMOSA
06/19/23 18:15:52	CFS2305902		DIST	DIST : Disturbance	VILAS ST, HERMOSA
06/19/23 18:48:42	CFS2305908		EXT	EXT : Extra Patrol	VILAS STREET, HERMOSA
06/19/23 19:41:17	CFS2305912		EXT	EXT : Extra Patrol	HERMOSA, HERMOSA
06/19/23 20:03:54	CFS2305914		WELFARE	WELFARE : Welfare	VILAS ST, HERMOSA
06/20/23 19:55:33	CFS2305958		PAPSERV	PAPSERV : Paper Service	DONNA ST, HERMOSA
06/21/23 15:11:20	CFS2305994		DIST	DIST : Disturbance	4TH ST / VILAS ST, HERMOSA
06/21/23 20:22:07	CFS2306006		EXT	EXT : Extra Patrol	HERMOSA, HERMOSA

CFS Date/Time	CFS #	Case Number	Code	Code : Description	Address Zone
06/21/23 21:53:08	CFS2306009		CIT	CIT : Citizen Assist	N HEARTLAND HERMOSA
06/23/23 21:13:46	CFS2306094		MISC	MISC : Miscellaneous	VILAS ST, HERMOSA
06/24/23 09:01:31	CFS2306100		EXT	EXT : Extra Patrol	FAIRGROUNDS PL, HERMOSA
06/24/23 16:17:55	CFS2306125		EXT	EXT : Extra Patrol	HERMOSA, HERMOSA HERMOSA
06/26/23 06:16:02	CFS2306182		EXT	EXT : Extra Patrol	RUPP ST, HERMOSA
06/26/23 06:16:44	CFS2306183		EXT	EXT : Extra Patrol	VILAS ST, HERMOSA, HERMOSA
06/26/23 22:06:49	CFS2306214		EXT	EXT : Extra Patrol	HERMOSA, HERMOSA HERMOSA
06/26/23 22:07:55	CFS2306215		EXT	EXT : Extra Patrol	HERMOSA, HERMOSA HERMOSA
06/27/23 12:59:58	CFS2306229		EXT	EXT : Extra Patrol	HERMOSA, HERMOSA HERMOSA
06/27/23 20:44:12	CFS2306257		EXT	EXT : Extra Patrol	HERMOSA, HERMOSA HERMOSA
06/29/23 20:29:21	CFS2306348		EXT	EXT : Extra Patrol	HERMOSA, HERMOSA HERMOSA
06/29/23 22:52:13	CFS2306356		EXT	EXT : Extra Patrol	HERMOSA, HERMOSA HERMOSA
06/30/23 08:19:31	CFS2306363		EXT	EXT : Extra Patrol	HERMOSA, HERMOSA HERMOSA
06/30/23 23:58:52	CFS2306400		FIREWRKS	FIREWRKS : Fireworks	N 5TH ST, HERMOSA HERMOSA

Total Records: 64

6 A.

Claims for approval 07-18-2023		
VENDOR	REFERENCE	AMOUNT
ACES Engineering INC	Permit review 2023-17	\$ 215.00
Ardvark Pest Control	Pest control-Town office	\$ 212.39
GOLDEN WEST TECHNOLOGIES	Monthly service-July23	\$ 563.50
Midcontinent testing lab. Inc	Water testing 2nd Qtr.2023	\$ 5,117.00
MT RUSHMORE TELEPHONE	Phone/Internet 13019796	\$ 257.44
PIONEER BANK & TRUST	Stamps/Flowers	\$ 434.87
	Bank Charge for 2 signat.acct.	\$ 25.00
RURAL DEVELOPMENT	RD1 loan-July interest/principal	\$ 1,278.00
	RD2 loan-July interest/principal	\$ 417.00
	RD3 loan-July interest/principal	\$ 222.00
SANDERS SANITATION	MONTHLY SANITATION SERV 06/23	\$ 4,406.41
SD DEPT OF REVENUE	Sales tax May/June 2023	\$ 576.95
	Half of the Malt bev. fee	\$ 75.00
SDARWS	Annual Dues: Class C Member	\$ 385.00
South Dakota Public Assurance	Annual Insurance 2023	\$ 14,909.25
Southern Hills Publishing	Publishing/Legal 06/23	\$ 262.50
Accounts Payable Total		\$ 29,357.31
Total Paid On: 7/14/23	Financial administration	\$ 1,934.57
	Water	\$ 259.15
	Sewer	\$ 155.49
	Promoting City/ BBB	\$ 51.82
EFTPS-Electronic Federal Tax	FED/FICA TAX	\$ 606.20
Payroll related Total		\$ 3,007.23
* REPORT TOTAL *		\$ 32,364.54
GENERAL		\$ 18,967.05
BBB GROSS RECIPITS TAX		\$ 67.76
WATER		\$ 5,193.91
SEWER		\$ 8,135.82
TOTAL FUNDS		\$ 32,364.54

PCN 07RK SHARED USE PATH HERMOSA

Sequence of Operations
Tru-Form Construction, Inc.

7875 Black Hawk Rd.
Black Hawk, SD 57718
605-787-5187

Projected Start: Mon, 7/3/2023
Display Week: 1

Jul 3, 2023							Jul 10, 2023							Jul 17, 2023							Jul 24, 2023							Jul 31, 2023							Aug 7, 2023							Aug 14, 2023							Aug 21, 2023						
3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27

TASK	Location	Assigned To	START		END	
			DATE	TIME	DATE	TIME
4TH ST TO 3RD ST						
TRAFFIC CONTROL SET UP	PER SHEET 12 (4TH ST TO 3RD ST)	TSC	7/6/23		7/6/23	7/6/23
SET UP EROSION CONTROL	4TH ST TO 3RD ST	THREE SONS	7/6/23		7/6/23	7/7/23
MARK OUT REMOVALS	4TH ST TO 3RD ST	SDDOT & TFC	7/6/23		7/6/23	7/7/23
REMOVALS	4TH ST TO 3RD ST	TRU-FORM	7/7/23		7/15/23	
PREP FOR WALK INSTALL	4TH ST TO 3RD ST	TRU-FORM	7/17/23		7/19/23	
INSTALL	4TH ST TO 3RD ST	TRU-FORM	7/20/23		7/21/23	
CLEAN UP	4TH ST TO 3RD ST	TRU-FORM	7/22/23		7/22/23	
WALK THROUGH	4TH ST TO 3RD ST	SDDOT & TFC	7/22/23		7/22/23	
3RD ST TO 2ND ST						
SWITCH TRAFFIC CONTROL	PER SHEET 13 (3RD ST TO 2ND ST)	TSC	7/24/23		7/24/23	7/24/23
SET UP EROSION CONTROL	3RD ST TO 2ND ST	THREE SONS	7/24/23		7/24/23	7/25/23
MARK OUT REMOVALS	3RD ST TO 2ND ST	SDDOT & TFC	7/24/23		7/25/23	7/25/23
REMOVALS	3RD ST TO 2ND ST	TRU-FORM	7/25/23		8/2/23	
PREP FOR WALK INSTALL	3RD ST TO 2ND ST	TRU-FORM	8/3/23		8/5/23	
INSTALL	3RD ST TO 2ND ST	TRU-FORM	8/7/23		8/17/23	
CLEAN UP	3RD ST TO 2ND ST	TRU-FORM	8/18/23		8/21/23	
WALK THROUGH	3RD ST TO 2ND ST	SDDOT & TFC	8/22/23		8/22/23	8/22/23
PUNCHLIST ITEMS	4TH ST TO 2ND ST	TRU-FORM	8/22/23		8/22/23	8/25/23

NOTES

THE ABOVE IS A GENERAL TIMELINE AND MEANT TO SHOW OVERALL ORDER OF OPERATIONS. COORDINATION WITH OTHERS INVOLVED WILL BE HANDLED ON-SITE THROUGHOUT DURATION OF PROJECT.

9 B.

PRECONSTRUCTION MEETING	
Project No.	<u>PTAPR(36)</u>
PCN	<u>07RK</u>
County	<u>Custer</u>
Type of Construction	<u>Sidewalk Replacement</u>
Contractor	<u>Tru-Form Construction, Inc.</u>
Date	<u>2-7-23</u>
Time	
Location	<u>Custer Area Office</u>

Those preparing this Preconstruction Meeting Outline are encouraged to add or delete rows/columns as necessary to the existing tables to meet your specific needs. You are also encouraged to amend this document to include any specific items you would like discussed at the meeting.

I. Project Team

A. Prime Contractor

Company	Tru-Form Construction, Inc.
Address	PO Box 742/7875 Black Hawk Rd.
City, State, Zip	Black Hawk, SD 57718
Telephone (Office)	(605) 787-5187
Office Contact - Title	Chris Garrigan
Office Phone	(605) 381-7274
Email Address	chris.garrigan@truformconstruction.com
Project Supt.	TBD Tim Biermier
Supt. Cell Phone	(605)209-3883

B. Subcontractors

Company	Type of Work	Contact Name	Email Address	Cell Phone
Traffic Service Company	Traffic Control	JD Wetsit	jwetsit@trafficservicescompany.com	(605) 391-0321
Three Sons Landscaping	Landscaping	Mike Palmer	mikethreesons@aol.com	(605) 391-1903

DOT-271

C. Suppliers

Company	Address/Location	Product
All Metal Manufacturing Core & Main	4290 UNIVERSAL DR RAPID CITY SD 57702	Sidewalk Trench Drains
Simon Contractors	2808 SD-44, Rapid City, SD 57703	Corrugated Metal Pipe & Flared Ends
	3975 Sturgis Rd, Rapid City, SD 57702	Concrete

D. Professional Services

Company	Type of Work	Contact Name	Phone #

E. Department of Transportation

Area Office	Custer Area Office
Address	PO Box 431
City, State, Zip	Custer, SD 57730
Telephone	(605) 673-4948
Fax Number	(605)673-3187

Title	Name	Office Phone	Email Address	Cell Phone
Region Engineer	Todd Seaman	394-1620	todd.seaman@state.sd.us	(605)381-7154
Area Engineer	Rich Zacher	673-4948	rich.zacher@state.sd.us	(605)673-9014
Engineering Supervisor	Tim Wicks	673-4948	tim.wicks@state.sd.us	(605)673-9013
Project Manager	Jay Noem	673-4948	Jay.noem@state.sd.us	(605)440-1220
Region Matl's Engr.	Matt Stone	394-1630	Matt.stone@state.sd.us	(605)209-6764

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F. Utility Companies

Utility Company	
Address	
City, State, Zip	
Contact Name	
Contact Number	

Utility Company	
Address	
City, State, Zip	
Contact Name	

DOT-271

Contact Number	
----------------	--

G. Local Government(s)

Entity	Town of Hermosa
Address	230 Main St.
City, State, Zip	Hermosa, SD 57730
Name - Title	Jerry Styles
Contact Number	(605)390-1257
Email Address	

Entity	
Address	
City, State, Zip	
Name - Title	
Contact Number	
Email Address	

II. Submittals – Discussion and Review of Outstanding Issues

III. TERO/TECRO (Tribal Employment Rights Office/Tribal Employment and Contracting Rights Office) **Special Provisions** – (If applicable)

TERO/TECRO Special Provisions are incorporated in projects that are either wholly or partially within reservation boundaries.

- A. Each contractor is sent notification of any TERO/TECRO requirements on the project. Included with the letter is a copy of the Special Provision and Compliance Plan applicable for this project (if required). It is important to note that the TERO/TECRO Office may have other versions of the Compliance Plan that are not applicable on SDDOT projects. The language in the Compliance Plan has been mutually agreed to by the Tribe and the SDDOT. Any other version than the one agreed to as part of the agreement with the department should not be used on SDDOT projects.
- B. It is the prime Contractor's responsibility to send all the necessary information and copies of the Compliance Plan to all subcontractors and suppliers. All Compliance Plans need to be submitted to the TERO/TECRO Office and approved before the Contractor or any subcontractor may begin work.
- C. Copies of the approved compliance plans for the prime and all subcontractors/suppliers should be sent to the Area Office.

- D. No prime or subcontractor will be allowed to work on the project until the compliance plan is approved. Please note some Tribes require two weeks prior to beginning work to approve the plans.

- E. The TERO/TECRO fee is the sole responsibility of the prime contractor only. It is important to pay the fee in a timely manner as established in the Compliance Plan.

- F. If there are any disputes or issues with the TERO/TECRO Office, the Area Office and/or Civil Rights Office should be informed immediately.

- G. Failure to comply with the requirements of the TERO/TECRO Special Provision may result in project sanctions which may include suspension of progress payments.

- H. Copies of compliance plans for each Tribe and additional information is found at: <http://www.sddot.com/services/civil/tero.aspx>

- I. Contact the Civil Rights Office (605) 773-3540 if you have any questions regarding TERO/TECRO issues.

IV. Project Discussion and Review / Plans Discussion and Review

- A. Hand out Work Schedule/Sequence of Operations to all in attendance
-TFC submitted a sequence of operations prior to the preconstruction meeting.

- B. Walk through schedule from beginning to end and discuss issues that arise.
- The Arch CMP may be a delay on the project.
- TFC asked if there are any Rally restrictions? NO.
- Three Sons Landscaping are using Temporary Sediment Barriers in place of the Erosion Control Wattles.
 1. Utility Coordination (One Call Center 1-800-781-7474)
- TFC will call in locates.

 2. Staking Needs _
-Custer Area DOT Survey Crew will set grade stakes and offsets Monday 7-10-23.

 3. Signing & Traffic Control Needs
- DOT will verify existing striping condition and surface type to determine whether paint can be applied at the end of the project. (gravel vs asphalt).

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- a. Fixed Sign Locations – Contractor to stake these
 - All traffic control will be installed 7-6-23.
 - TSC asked if they could use a different type of pedestrian barrier besides the water filled style. Answer – No. Stick with planned pedestrian barriers.

b. Alternate/Special sign needs

c. 24/7 Traffic Control Person

Name	Chris Garrigan
Cell Phone #	(605) 381-7274
Office Phone #	(605) 787-5187
Home Phone #	

d. Discuss how will traffic be controlled.
(flaggers, pilot car, diversions, other?)

- 4. Haul Road Agreement (if applicable)
 - a. Inspection prior to hauling
 - b. Determine responsible party for haul road maintenance
 - c. Traffic control needs
 - d. Maintenance while hauling (surface repair, dust control, etc.)
 - e. Haul Road Restoration
 - f. Final inspection and release

C. Review & Discussion of Plans, Special Provisions, etc.

V. Conflict Resolution Process

Discuss conflict and how it should be handled in accordance with the following process and procedures specified in the following documents:

Conflict Resolution Flowchart



AGC-DOT 4 Conflict Resolution Flowchart

Conflict Resolution Data Collection Document



AGC-DOT Grp 4 Conflict Res DCD 12-

VI. Meeting adjourned at 2:00 pm.

DOT-271

If anyone reading these minutes has comments regarding statements made therein, please, respond to this office in writing, otherwise they will be considered correct as written.

10 A.

**HERMOSA PLANNING & ZONING BOARD
REGULAR MEETING
July 11, 2023 @ 6:00pm**



ROLL CALL: Harris called the meeting to order at 6:01pm with the following members present; Harris, Westergard, Waltman and Klaski. Irvine - absent. Liaison Styles. Pledge of Allegiance led by Harris.

CALL FOR CHANGES: Motion made; seconded to amend the agenda and add Headwater Economics to New Business under (6d). Motion made to approve the agenda as amended; vote; all aye; motion carried.

CONSENT CALENDAR: Motion made; seconded to approve the June 13, 2023, meeting minutes. Vote; all aye; motion carried. June 27th meeting was cancelled.

CONFLICT OF INTEREST DECLARATION: None

OLD BUSINESS:

Permit 2022-25 – Parcels 009318 & 009319 – Design for Sewer System – Pending

NEW BUSINESS:

Permit 2023-19 – Permit to Work in Right of Way – 315 Main St. – Citizen was present to answer questions regarding project and drainage plans. Ferguson Construction has been hired to complete the work. Citizen has obtained a permit from the DOT and the project should eliminate run off from that area in the ditch. Plans are to have a general slope towards the home to create a sheet flow for the water to soak into the ground. Motion made; seconded to approve permit; vote; all aye; motion carried.

Backyard Hen Permit Application – FYI – Confirmation from Styles confirmed review of permit application will be at a future work session. Pending

HAHA – Donna Eyjen was present from the Hermosa Historical Society and had questions regarding request to place signage throughout the town limits to share information on town’s history. Signs will be in the right of ways on a metal post with a 12”x 12” metal plate indicating a QR code to scan. They have already picked out 10 sites to locate the signs with GPS coordinates. Harris indicated permission from both the town and the landowners will be required. HAHA will work on getting permission from homeowners and present sign application and information at future P&Z meeting.

Headwater Economics – Harris attended a zoom meeting in reference to the Custer County Hazard Mitigation Plan with the nonprofit, independent nonpartisan research group Headwater Economics based out of Bozeman, MT. Conversation included preplanning objectives and challenges small communities have with projects located in the floodplain. Topics discussed and programs they provide include assisting small communities with engineering fees. Harris provided to Headwater Economics the Floodplain Enhancement Plan for Billover Creek, Old Dairy Drainage and Battle Creek drafted by Ferber Engineering Company, Inc in June 2014. Bridget Mitchell from Headwater Economic has reached out to the town of Hermosa to set up a follow-up meeting to discuss the projects identified in the plan to see if there is, anyway, they can provide any assistance. Plans for the meeting to take place with Headwater Economics is on July 20, 2023 from 9:30-10:30.

REVIEW BOT MINUTES: July 5, 2023 - Discussion on BOT decision to amend the motion to remove ADA compliance requirements for Hermosa Community Center. Harris would like to separate out some of the requirements and still have the Community Center comply with the agreed items minus the ramp. Harris also requested a copy of the estimates for the ramp for the town’s file.

ORDINANCE REVIEW & WORK ITEMS:

Contractors Licensing Ordinance – Chapter 112 – Revised document from Mitch Johnson. Concerns from P&Z board on how extensive the new pending ordinance reads. Past BOT President requested town’s attorney to take a look at it and compare to the town of Keystone. BOT will decide the future path for drafting/changing ordinances and Planning & Zoning involvement in the future - Pending

Solar (Panels) Ordinance – Pending

Review of 2018 Comprehensive Plan – Pending

COMPLETED WORK ITEMS SENT TO BOT:

TRUSTEE INPUT:

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

CITIZEN INPUT:

ADJOURN: Motion made, seconded to adjourn the meeting at 6:45pm; Vote; all aye; motion carried.

Joan Harris, Planning & Zoning Board President

Jill Dybvig, Administrative Assistant

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

Town of Hermosa

10 D.

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

DATE 6.27.2023

PERMIT TO WORK IN RIGHT OF WAY

PERMIT # 2023.19

Receipt # _____	Cash _____	Check # <u>1513</u>	Amount <u>25.00</u>
-----------------	------------	---------------------	---------------------

NAME (STRUCTURE OWNER) Floyd Peterson PHONE: 605-391-5250
 CONTACT ADDRESS: 315 Main Street Hermosa SD, 57744
 ADDRESS OF PROJECT/RELOCATION: 315 Main Street Hermosa SD, 57744
 LEGAL DESCRIPTION: Lots 647 Block 7 Hermosa SD, 57744

CONTRACTOR NAME: Ferguson Construction PHONE: 605-390-0045
 CONTACT NAME: Chuck Ferguson
 ADDRESS: _____

TYPE OF CONSTRUCTION: WOOD BLOCK METAL POLE MOBILE MODULAR
 OTHER: _____

TYPE OF USE: RESIDENTIAL ACCESSORY ADDITION COMMERCIAL
 OTHER: _____

DESCRIPTION OF PROJECT: Level ditch To match Grade of Property

CURRENT SITE Sewage disposal system? Yes Private Public No
 INFORMATION Water supply system? Yes Private Public No
 Utilities disconnected? Yes No

ASBESTOS INFORMATION
 Asbestos Present Yes No
Asbestos Inspection Yes Date: _____ No
 Inspector: _____ Phone: _____ Address: _____
Asbestos Abatement Yes Date: _____ No
 Contractor: _____ Phone: _____ Address: _____

MOBILE HOME INFORMATION
 IDENTIFYING INFORMATION: NAME ON TITLE: _____ SERIAL #: _____ YEAR: _____ SIZE: _____
 X: _____ MANUFACTURER: _____ MODEL: _____
 DECAL #: _____
 DEMOLITION AND CLEAN UP TO BE COMPLETED ON OR BEFORE: _____

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

Floyd Peterson 6-23-2023
 Signature of Applicant Date

Parcel # 009198 OFFICE USE ONLY

<p>PLANNING AND ZONING COMMISSION <input type="checkbox"/> Approved <input type="checkbox"/> Denied</p> <p>NAME: _____ TITLE: _____ SIGNATURE: _____ DATE: _____ APPLICATION FEE: <u>\$25.00</u> DATE PAID: _____</p>	<p>HERMOSA BOARD OF TRUSTEES <input type="checkbox"/> Approved <input type="checkbox"/> Denied</p> <p>NAME: _____ TITLE: _____ SIGNATURE: _____ DATE: _____ DATE PERMIT ISSUED: _____</p>
--	--

N



W

E

S

X Parcel 009198

Town of Hermosa

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

COPY

Extension until 9-16-2022
** Extend again * until 9-16-2023*

DIGGING/GRADING PERMIT

PERMIT # 2020-32

DATE 9-16-2020

Receipt # 083258 Cash _____ Check # 1506 Amount 3500

All provisions of the Laws and Ordinances of the Town of Hermosa and the State of South Dakota governing the type of work being done and will be complied with, whether specified herein or not.
The granting of a permit does not presume to give authority to violate, cancel, or set aside any of the provisions of the building code, zoning ordinances, or any other local law or ordinance regulating construction or the performance of construction in the Town of Hermosa.

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

Will grading operation be located in the floodplain? _____ Yes X No _____

If yes, have ordinance requirements been met? _____ Yes X No _____

Will drainage patterns be altered? _____ Yes X No _____

Will grading operation take place in a geologically hazardous area? _____ Yes _____ No _____

If yes, have proper precautions been taken? _____ Yes _____ No _____

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

Identify types of erosion control to be applied: _____

Source/Destination of materials: _____

Provide traffic control per Manual on Uniform Traffic Control Devices.

Hard route: _____

Level front yard
Chuck will put in piers

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

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

Stormwater permit application attached? _____ Yes _____ No X N/A

This permit will expire one year from date of issuance.

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

Name Floyd Peterson

Lot Address 315 Main

Mailing Address PO Box 191 Hermosa SD 57744

Email fpeterson76@hotmail.com

Legal Description _____

Telephone # 605-391-5250 Cellphone # 605-391-5250

Relationship to Property: X Owner _____ Contractor _____ Owners Representative _____

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

Signature Floyd Peterson

Date 9-16-2020

PLANNING AND ZONING COMMISSION
 Approved Denied

NAME: Jocua Harris
 TITLE: Town of Hermosa PZ Ord.
 SIGNATURE: Jocua Harris
 DATE: _____
 APPLICATION FEE: \$35.00 DATE PAID: _____

HERMOSA BOARD OF TRUSTEES
 Approved Denied

NAME: VICKI HENRICHSEN
 TITLE: President Hermosa BOT
 SIGNATURE: Vicki Henrichsen
 DATE: 9-17-20
 DATE PERMIT ISSUED: _____

Approved - Extension 9.3.2022

Approved extension 9.3.2022

Parcel # 009198

OFFICE USE ONLY

12 A.

Transaction No	Date	Mod	Emp1/Vend	Vendor/Employee Name	Other No	Checks	Deposits
1 PIONEER BANK & TRUST CHECKING						Beginning Statement Balance	796,689.53
401	5/30/2023	GL					19,830.89
402	5/26/2023	RM					150.00
403	5/29/2023	RM					212.00
406	5/30/2023	RM					341.00
407	5/31/2023	RM					865.55
408	6/01/2023	RM					3,642.01
409	6/02/2023	BK					124.80
410	6/05/2023	RM					632.48
411	6/02/2023	RM					322.00
412	6/05/2023	RM					1,154.53
413	6/06/2023	RM					714.96
414	6/08/2023	RM					141.75
416	6/06/2023	BK					109.68
417	6/07/2023	BK					336.15
418	6/09/2023	BK					319.10
419	6/10/2023	BK					216.97
420	6/11/2023	BK					99.35
421	6/12/2023	RM					1,768.84
422	6/13/2023	RM					966.90
423	6/12/2023	BK					1,502.11
424	6/13/2023	BK					99.80
425	6/14/2023	BK					99.80
426	6/05/2023	BK					228.80
427	6/14/2023	RM					2,291.48
428	6/15/2023	RM					897.36
429	6/16/2023	RM					176.60
430	6/18/2023	RM					827.57
431	6/19/2023	RM					1,636.05
432	6/18/2023	RM					13.50
433	6/19/2023	GL					1,449.41
434	6/19/2023	GL					17,521.93
435	6/15/2023	BK					523.49
436	6/16/2023	BK					199.60
437	6/19/2023	RM					404.24
438	6/17/2023	BK					8,187.79
439	6/18/2023	BK					181.50
440	6/19/2023	BK					314.88
441	6/25/2023	RM					1,807.55
442	6/20/2023	BK					199.60
443	6/22/2023	BK					78.05
444	6/23/2023	BK					473.15
445	6/25/2023	BK					466.62
446	6/26/2023	BK					129.80
447	6/27/2023	RM					1,428.00
448	6/28/2023	RM					376.30
449	6/29/2023	GL					21,778.58
450	6/29/2023	RM					268.10
454	6/30/2023	RM					789.25
455	6/21/2023	BK					219.89
456	6/24/2023	BK					21.30
457	6/29/2023	BK					53.18
458	6/30/2023	BK					294.36

Transaction No	Date	Mod	Empl/Vend	Vendor/Employee Name	Other No	Checks	Deposits

1				PIONEER BANK & TRUST CHECKING			
						Beginning Statement Balance	796,689.53
				35 Credit Transactions		43,411.90	
				56 Debit Transactions			99,722.62
						Ending Statement Balance	853,000.25

TREASURER'S REPORT
CALENDAR 7/2023, FISCAL 7/2023

FUND#	TITLE	LAST MONTH CASH BALANCE	REVENUES	EXPENSES	LIABILITY BALANCE	THIS MONTH CASH BALANCE
101	GENERAL	377,152.00	4,503.20	27,378.21	336,984.91	354,195.81
211	BBB GROSS RECEIPTS TAX	67,958.57	27.03	299.97	61,903.70	67,685.63
272	FEMA/CONSTRUCTION	1,500.00			1,500.00	1,500.00
301	DEBT SERVICE	87,914.26			105,121.38	87,914.26
602	WATER	214,420.95	9,166.82	7,843.79	187,877.86	215,745.29
604	SEWER	236,195.36	5,587.14	12,405.71	199,106.35	229,377.58
<hr/>						
	Report Total	985,141.14	19,284.19	47,927.68	892,494.20	956,418.57

REVENUE REPORT
CALENDAR 7/2023, FISCAL 7/2023

PCT OF FISCAL YTD 58.3%

ACCOUNT NUMBER	ACCOUNT TITLE	FISCAL ESTIMATE	PTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	GENERAL TOTAL	466,735.00	4,503.20	260,799.05	55.88	205,935.95
	BBB GROSS RECEIPTS TAX TOTAL	8,307.00	27.03	7,891.48	95.00	415.52
	FEMA/CONSTRUCTION TOTAL	1,500.00	.00	.00	.00	1,500.00
	DEBT SERVICE TOTAL	16,810.00	.00	59,415.31	353.45	42,605.31-
	WATER TOTAL	659,750.00	9,166.82	106,305.17	16.11	553,444.83
	SEWER TOTAL	128,220.00	5,587.14	64,248.12	50.11	63,971.88
	TOTAL OF ALL REVENUE	1,281,322.00	19,284.19	498,659.13	38.92	782,662.87

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	LEGISLATIVE TOTAL	32,220.38	3,395.23	12,491.26	38.77	19,729.12
	CONTINGENCY TOTAL	.00	167.50	167.50	.00	167.50-
	ELECTIONS TOTAL	1,215.00	.00	880.81	72.49	334.19
	FINANCIAL ADMINISTRATION TOTA	131,465.00	11,124.25	77,334.57	58.83	54,130.43
	LEGAL TOTAL	25,000.00	1,909.50	19,990.90	79.96	5,009.10
	GENERAL GOV'T BUILDINGS TOTAL	1,936.00	.00	815.46	42.12	1,120.54
	ENGINEER TOTAL	50,000.00	215.00	27,142.90	54.29	22,857.10
	POLICE TOTAL	88,000.00	2,631.52	46,631.54	52.99	41,368.46
	PROTECTIVE INSPECTION TOTAL	3,000.00	.00	455.00	15.17	2,545.00
	PUBLIC WORKS TOTAL	77,213.62	3,528.80	25,888.54	33.53	51,325.08
	SOLID WASTE COLLECTION TOTAL	51,990.00	4,406.41	30,047.60	57.79	21,942.40
	PLANNING/ZONNING TOTAL	4,695.00	.00	1,774.71	37.80	2,920.29
	GENERAL TOTAL	466,735.00	27,378.21	243,620.79	52.20	223,114.21

101 General Fund

TOWN OF HERMOSA
BUDGET REPORT
CALENDAR 7/2023, FISCAL 7/2023

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
<i>211 1% BBB</i>	URBAN REDEVELOP/HOUSING TOTAL	4,500.00	.00	.00	.00	4,500.00
	PROMOTING THE CITY TOTAL	.00	299.97	2,109.55	.00	2,109.55-
	TRANSFERS OUT TOTAL	3,807.00	.00	.00	.00	3,807.00
	BBB GROSS RECEIPTS TAX TOTAL	8,307.00	299.97	2,109.55	25.39	6,197.45
<i>272 FEMA</i>	URBAN REDEVELOP/HOUSING TOTAL	1,500.00	.00	.00	.00	1,500.00
	FEMA/CONSTRUCTION TOTAL	1,500.00	.00	.00	.00	1,500.00
<i>311 Debt Serv.</i>	DEBT SERVICE TOTAL	16,810.00	.00	76,622.43	455.81	59,812.43-
	DEBT SERVICE TOTAL	16,810.00	.00	76,622.43	455.81	59,812.43-
<i>602 Water</i>	WATER TOTAL	598,263.00	6,246.28	64,248.38	10.74	534,014.62
	DEBT SERVICE TOTAL	27,661.00	1,597.51	14,168.96	51.22	13,492.04
	TRANSFERS OUT TOTAL	33,826.00	.00	.00	.00	33,826.00
	WATER TOTAL	659,750.00	7,843.79	78,417.34	11.89	581,332.66

TOWN OF HERMOSA
 BUDGET REPORT
 CALENDAR 7/2023, FISCAL 7/2023

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	SANITATION TOTAL	124,002.00	12,086.22	31,728.15	25.59	92,273.85
	DEBT SERVICE TOTAL	4,218.00	319.49	2,236.50	53.02	1,981.50
	SEWER TOTAL	128,220.00	12,405.71	33,964.65	26.49	94,255.35
	TOTAL EXPENSES	1,281,322.00	47,927.68	434,734.76	33.93	846,587.24

604 Sewer



12 B.

From: Sage, Hannah
Sent: Friday, July 14, 2023 10:44 AM
To: Monika Serviss
Subject: RE: Time for a visit?

Hi Monika!

How about Thursday at 10:00 AM? Would you want to meet in city hall? I will send a calendar invite.

Really it's just a get to know you visit, explain what our office does and some of the programs that we have. I'm here to be a resource for you guys so it would be nice to hear about some of the successes and challenges you guys have as it relates to economic development in the city!

I look forward to it!

From: Monika Serviss <monika@hermosasd.com>
Sent: Friday, July 14, 2023 8:54 AM
To: Sage, Hannah <Hannah.Sage@sdgoed.com>
Subject: RE: [EXT] Time for a visit?

Good morning Hannah,
I think either day works for us. Just let me know what's best for you and if you can e-mail some points of what the visit for again that would be great !

Thank you,

Monika Serviss
Finance Officer
Town of Hermosa
[605-255-4291](tel:605-255-4291)



230 Main St., PO Box 298
Hermosa, SD 57744

From: Sage, Hannah
Sent: Wednesday, July 12, 2023 1:42 PM
To: Monika Serviss
Subject: RE: Time for a visit?

Hi Monika-

2 4 S C 0 9 2 0 7 8

STATE OF SOUTH DAKOTA
RECIPIENT CONTRACT
BETWEEN

12 B.

City of Hermosa
Monika Serviss
PO Box 298
Hermosa, SD 57744
(605) 255-4291

South Dakota Department of Health
Division of Licensure & Accreditation
600 East Capitol Avenue
Pierre, SD 57501
(605) 773-3361

Referred to as "Recipient"

Referred to as "State"

State and Recipient hereby enter into a contract. This is an agreement for an award of non-federal financial assistance to a recipient.

I. RECIPIENT INFORMATION:

- A. The Recipient's City, State and Zip + 4 for primary place of performance is Hermosa, SD 57744.
- B. This agreement is made for the purpose of enhancing mosquito control efforts.

Amount provided by State is	\$1,299.00
Amount matched by Recipient is	\$0.00
Total Contract Amount	\$1,299.00

Dollars provided by State consist of the following:	
Non-Federal State dollars	\$1,299.00

II. RECIPIENT ATTESTATION:

By signing this Agreement, Recipient attests to the following requirements as set forth in SDCL § 1-56-10:

- A. A conflict of interest policy is enforced within Recipient's organization;
- B. The Internal Revenue Service Form 990 has been filed, if applicable, in compliance with federal law, and is displayed immediately after filing on the Recipient's website;
- C. An effective internal control system is employed by the Recipient's organization; and
- D. If applicable, the Recipient is in compliance with the federal Single Audit Act, in compliance with § 4-11-2.1, and audits are displayed on the Recipient's website.

III. PERIOD OF PERFORMANCE:

A. The term of this Contract shall begin July 1, 2023 and end January 1, 2024

IV. RECIPIENT

A. Recipient is not a full or part-time employee of State or any agency of the state of South Dakota.

B. Recipient, as an independent contractor, is solely responsible for the withholding and payment of applicable income and Social Security taxes due and owing from money received under this contract.

C. Recipient will not use equipment, supplies or facilities owned by the state of South Dakota.

D. Recipient agrees to:

1. Utilize funds for the sole purpose of enhancing their mosquito control efforts. Funds may not be used to supplant existing funding or planned expenditures.
2. Mosquito control chemicals and/or equipment purchased under this grant agreement becomes the sole property and responsibility of the Recipient.
3. Where possible, the Recipient agrees to provide State with relevant electronic data obtained during the conduct of control efforts. Report trapping and surveillance data via the SDSU Web-based mosquito population graphing program at: <http://www.sdstate.edu/mosqcount/>

E. INSURANCE: Recipient agrees, at its sole cost and expense, to maintain the following insurance:

1. Commercial General Liability Insurance:
Recipient shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000 each occurrence. If such insurance contains a general aggregate limit it shall apply separately to this contract or be no less than two times the occurrence limit.
2. Professional Liability Insurance:
Grantee shall procure and maintain professional liability insurance with a limit of not less than one million dollars.

3. Business Automobile Liability Insurance:
Recipient shall maintain business automobile liability insurance or equivalent form with a limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for owned, hired and non-owned vehicles.
4. Worker's Compensation Insurance:
Recipient shall procure and maintain workers' compensation and employers' liability insurance as required by South Dakota law.
5. Certificates of Insurance:
Before beginning work under this Contract, Recipient shall furnish State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Contract. In the event of a substantial change in insurance, issuance of a new policy, cancellation or nonrenewal of the policy, Consultant agrees to provide immediate notice to the State and provide a new certificate of insurance showing continuous coverage in the amounts required. Recipient shall furnish copies of insurance policies if requested by State.

- F. Recipient agrees to indemnify and hold the State of South Dakota, its officers, agents and employees, harmless from and against any and all actions, suits, damages, liability or other proceedings that may arise as a result of performing services hereunder. This section does not require Recipient to be responsible for or defend against claims or damages arising solely from acts or omissions of the State, its officers, agents or employees.
- G. This contract does not require Recipient to engage in a function or activity involving the use or disclosure of State's Protected Health Information (PHI), as defined in the Health Insurance Portability and Accountability Act (HIPAA), 45 CFR § 160.103.

V. STATE

- A. State will pay, upon submission of an invoice with an itemized listing of mosquito control expenditures and proof of purchase documentation up to \$1,299.00. All eligible expenditures must be completed by October 31, 2023 and all requests for reimbursement must be completed by November 30, 2023.
- B. State will not pay Recipient expenses as a separate item.
- C. TOTAL CONTRACT AMOUNT (Not to Exceed) \$1,299.00. Payment will be made consistent with SDCL Ch. 5-26.


VI. OTHER PROVISIONS

- A. CHOICE OF LAW AND FORUM. The terms and conditions of this contract are subject to and will be construed under the laws of the State of South Dakota. The parties further agree that any dispute arising from the terms and conditions of this contract, which cannot be resolved by mutual agreement, will be tried in the Sixth Judicial Circuit Court, Hughes County, South Dakota.
- B. INTEGRATION. This contract is a complete version of the entire agreement between the parties with respect to the subject matter within this contract and supersedes all prior or contemporaneous written or oral understandings, agreements and communications between them with respect to such subject matter. This contract may be modified or amended only by a writing signed by both parties.
- C. TERMINATION: This contract may be terminated by either party hereto upon thirty (30) days written notice, and may be terminated by State for cause at any time, with or without notice.
- D. NOTICE: Any notice or other communication required under this contract shall be in writing and sent to the address set forth above. Notices shall be given by and to the State Contact Person on behalf of State, and by and to the Recipient Contact Person on behalf of Recipient, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.
- E. ASSURANCES: The Recipient agrees to abide by all applicable provisions of the following assurances: Lobbying Activity, Byrd Anti Lobbying Amendment (31 USC 1352), Drug-Free Workplace, Executive Order 11246 Equal Employment Opportunity, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Drug Abuse Office and Treatment Act of 1972, Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Age Discrimination Act of 1975, Americans with Disabilities Act of 1990, Pro-Children Act of 1994, Hatch Act, Health Insurance Portability and Accountability Act (HIPAA) of 1996, Clean Air Act, Federal Water Pollution Control Act, Charitable Choice Provisions and Regulations, Equal Treatment for Faith-Based Religions at Title 28 Code of Federal Regulations Part 38, the Violence Against Women Reauthorization Act of 2013, American Recovery and Reinvestment Act of 2009, and Section 106 (g) of the Trafficking Victims Protection Act of 2002, as amended (22 U.S.C. 7104) as applicable.
- F. RESTRICTION OF BOYCOTT OF ISRAEL: Pursuant Executive Order 2020-01, for contractors, vendors, supplies, or subcontracts with five (5) or more employees who enter into a contract with the State of South Dakota that involves the expenditure of one hundred thousand dollars (\$100,000) or more, by signing this contract Recipient certifies and agrees that it has not refused to transact business activities, have not terminated business activities, and have not taken other similar actions intended to limit its commercial relations, related to the subject matter of the contract, with a person or entity that is either the State of Israel, or a company doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel to do business, or doing business in the State of Israel, with the specific intent to accomplish a boycott or divestment of Israel in a discriminatory manner. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for State to terminate this contract. Recipient further agrees to provide immediate written notice to State if during the term of the contract it no longer complies with this certification, and agrees such noncompliance may be grounds for contract termination.
- G. COMPLIANCE WITH EXECUTIVE ORDER 2023-02
- Contractor certifies and agrees that the following information is correct:
- In preparing its response or offer or in considering proposals submitted from qualified, potential vendors, suppliers, and subcontractors, or in the solicitation, selection, or commercial treatment of any vendor, supplier, or subcontractor, Contractor is not an entity, regardless of its principal place of business, that is ultimately owned or controlled, directly or indirectly, by a foreign national, a foreign parent entity, or foreign government from China, Iran, North Korea, Russia, Cuba, or Venezuela, as defined by South Dakota Executive Order 2023-02.
- Contractor further agrees that, if this certification is false, such false certification will constitute grounds for the State to terminate this Agreement. Contractor further agrees to provide immediate written notice to the State if during the term of this Agreement it no longer complies with this certification and agrees such noncompliance may be grounds for termination of this Agreement.
- H. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION: Recipient agrees that neither Recipient, nor any of Recipient's principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any Federal department or agency. Recipient will provide immediate written notice to the Department of Health, Division of Administration (600 East Capitol Avenue, Pierre, SD 57501 (605) 773-3361), if Recipient, or any of Recipient's principals, becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions involving Federal funding. Recipient further agrees that if this contract involves federal funds or federally mandated compliance, then Recipient is in compliance with all applicable regulations pursuant to Executive Order 12549, including Debarment and Suspension and Participants' Responsibilities, 29 C.F.R. § 98.510 (1990).

- I. **FUNDING TERMINATION:** This contract depends upon the continued availability of appropriated funds and expenditure authority from Congress, the Legislature or the Executive Branch for this purpose. This contract will be terminated for cause by State if Congress, the Legislature or Executive Branch fails to appropriate funds, terminates funding or does not grant expenditure authority. Funding termination is not a default by State nor does it give rise to a claim against State.
- J. **NONASSIGNMENT/SUBCONTRACTING:** Recipient shall not assign this contract, or any portion thereof, without the prior written consent of State. Recipient's assignment or attempted assignment of this contract, or any portion thereof, without State's prior written consent constitutes a material breach of contract. The Recipient may not use subcontractors to perform the services described herein without the express prior written consent of State. Recipient will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this Agreement, to indemnify the State, and to provide insurance coverage in a manner consistent with this Agreement. Recipient will cause its subcontractors, agents, and employees to comply with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance.
- K. **FEDERAL AND STATE LAWS:** Recipient agrees that it will comply with all federal and state laws, rules and regulations as they may apply to the provision of services pursuant to this contract, including the Americans with Disabilities Act (ADA) of 1990, 42 U.S.C. §§ 12101-12213, and any amendment thereto, Section 306 of the Clean Air Act, and Section 508 of the Clean Water Act. Both parties further agree to provide services covered by this contract without regard to race, color, national origin, sex, age or disability as prohibited by state or federal law.
- L. **OWNERSHIP:** All reports, recommendations, documents, drawings, plans, specifications, technical data and information, copyrights, patents, licenses, or other products produced as a result of the services rendered under this contract, excluding medical records kept in the normal course of Recipient's business, will become the sole property of State. State hereby grants Recipient the unrestricted right to retain copies of and use these materials and the information contained therein in the normal course of Recipient's business for any lawful purpose. Either the originals, or reproducible copies satisfactory to State, of all technical data, evaluations, reports and other work product of Recipient shall be delivered to State upon completion or termination of services under this contract.
- M. **REPORTING OF PERSONAL INJURIES AND/OR PROPERTY DAMAGE:** Recipient agrees to report promptly to State any event encountered in the course of performance of this contract which results in injury to the person or property of third parties, or which may otherwise subject Recipient or State to liability. Reporting to State under this section does not satisfy Recipient's obligation to report any event to law enforcement or other entities as required by law.
- N. **SEVERABILITY:** In the event that any term or provision of this contract shall violate any applicable law, such provision does not invalidate any other provision hereof.
- O. **AUDIT REQUIREMENTS:**
(EXPENDING \$750,000 OR MORE)
A nonprofit subrecipient, (as well as profit hospitals) (Recipient), expending \$750,000 or more in one year in Federal awards, must have an annual audit made in accordance with 2 CFR Chapter I, Chapter II, Part 200, et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- All audits must be conducted by an auditor approved by the Auditor General to perform the audit. Approval may be obtained by forwarding a copy of the audit engagement letter to the Department of Legislative Audit, 427 South Chapelle, c/o 500 East Capitol, Pierre, SD 57501-5070. On continuing engagements, the Auditor General's approval should be obtained annually. The auditor must follow the Auditor General's guidelines when conducting the audit. The draft audit report must be submitted to the Auditor General for approval prior to issuing the final report. The auditor must file the requested copies of the final audit report with the Auditor General. Audits shall be completed and filed with granting agencies by the end of the ninth month following the end of the fiscal year being audited or 30 days after receipt of the auditor's report, whichever is earlier. If it appears that a required audit cannot be completed by the end of the ninth month following your fiscal year, you must request an extension from the federal agency for which the majority of federal expenditures relates.
- Failure to complete audit(s) as required will result in the disallowance of audit costs as direct or indirect charges to programs. Additionally, a percentage of awards may be withheld, overhead costs may be disallowed, and/or awards may be suspended, until the audit is completed satisfactorily.
- P. **FORCE MAJEURE:** Neither Recipient nor State shall be liable to the other for any delay in, or failure of performance of, any covenant or promise contained in this contract, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by "force majeure". As used in this contract, "force majeure" means acts of God, acts of the public enemy, acts of the State and any governmental entity in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes or other labor disputes, freight embargoes, or unusually severe weather.
- Q. **CONTRACT ORIGINAL AND COPIES:** An original of this contract will be retained by the State Auditor's Office. A photocopy will be on file with the South Dakota Department of Health and a second original will be sent to Recipient.
- R. **RECORD RETENTION/EXAMINATION:** Recipient agrees to maintain all records that are pertinent to this contract and retain them for a period of three years following final payment against the contract. State agrees to assume responsibility for these items after that time period. These records shall be subject at all reasonable times for inspection, review or audit by State, other personnel duly authorized by State, and federal officials so authorized by law.

- S. **LICENSING AND COMPLIANCE:** The Recipient agrees to comply in full with all licensing and other standards required by Federal, State, County, City or Tribal statute, regulation or ordinance in which the service and/or care is provided for the duration of this agreement. The Recipient will maintain effective internal controls in managing the federal award. Liability resulting from noncompliance with licensing and other standards required by Federal, State, County, City or Tribal statute, regulation or ordinance or through the Recipient's failure to ensure the safety of all individuals served is assumed entirely by the Recipient.
- T. **CONFIDENTIALITY OF INFORMATION:** For the purpose of the sub-paragraph, "State Proprietary Information" shall include all information disclosed to the Recipient by the State. Recipient acknowledges that it shall have a duty to not disclose any State Proprietary Information to any third person for any reason without the express written permission of a State officer or employee with authority to authorize the disclosure. Recipient shall not: (i) disclose any State Proprietary Information to any third person unless otherwise specifically allowed under this contract; (ii) make any use of State Proprietary Information except to exercise rights and perform obligations under this contract; (iii) make State Proprietary Information available to any of its employees, officers, agents or Recipients except those who have agreed to obligations of confidentiality at least as strict as those set out in this contract and who have a need to know such information. Recipient is held to the same standard of care in guarding State Proprietary Information as it applies to its own confidential or proprietary information and materials of a similar nature, and no less than holding State Proprietary Information in the strictest confidence. Recipient shall protect confidentiality of the State's information from the time of receipt to the time that such information is either returned to the State or destroyed to the extent that it cannot be recalled or reproduced. State Proprietary Information shall not include information that (i) was in the public domain at the time it was disclosed to Recipient; (ii) was known to Recipient without restriction at the time of disclosure from the State; (iii) that is disclosed with the prior written approval of State's officers or employees having authority to disclose such information; (iv) was independently developed by Recipient without the benefit or influence of the State's information; (v) becomes known to Recipient without restriction from a source not connected to the State of South Dakota. State's Proprietary Information shall include names, social security numbers, employer numbers, addresses and all other data about applicants, employers or other clients to whom the State provides services of any kind. Recipient understands that this information is confidential and protected under applicable State law at SDCL 1-27-1.5, modified by SDCL 1-27-1.6, SDCL 28-1-29, SDCL 28-1-32, and SDCL 28-1-68 as applicable federal regulation and agrees to immediately notify the State if the information is disclosure, either intentionally or inadvertently. The parties mutually agree that neither of them shall disclose the contents of the contract except as required by applicable law or as necessary to carry out the terms of the contract or to enforce that party's rights under this contract. Recipient acknowledges that the State and its agencies are public entities and thus are bound by South Dakota open meetings and open records laws. It is therefore not a breach of this contract for the State to take any action that the State reasonably believes is necessary to comply with the South Dakota open records or open meetings laws. If work assignments performed in the course of this Agreement require additional security requirements or clearance, the Recipient will be required to undergo investigation.
- U. **CONFLICT OF INTEREST:** Provider agrees to establish safeguards to prohibit employees or other persons from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain as contemplated by SDCL 5-18A-17 through 5-18A-17.6. Any potential conflict of interest must be disclosed in writing. In the event of a conflict of interest, the Provider expressly agrees to be bound by the conflict resolution process set forth in SDCL 5-18A-17 through 5-18A-17.6.
- V. **RECYCLING.** State strongly encourages Recipient to establish a recycling program to help preserve our natural resources and reduce the need for additional landfill space.

The parties signify their agreement by signing below.

Lynne Valenti, Deputy Secretary Division of Licensure & Accreditation Department of Health	Date	<div style="border: 1px solid black; padding: 2px; display: inline-block;"> <small>DocuSigned by:</small>  <small>E1DA92F97F50461...</small> </div>	7/13/2023
		Recipient Signature	Date
		Monika Serviss	

Type Recipient Name

Monika@hermosasd.com

Darcy McGuigan, Director Division of Finance Department of Health	Date	Recipient Email
---	------	-----------------

State Contact Person: Kaitlin Thomas
 Phone: 605-773-3361

Consultant Contact Person: Monika Serviss
 Phone: (605) 255-4291

The following shall be completed by the Consultant:

Nonprofit Profit
 Consultant fiscal year beginning _____ and ending _____

The following shall be completed by the State:

MSA Account code 5 2 0 6 5 7 0 _____

Fund Source Name:	Fund Source Name:	Fund Source Name:
CFDA No:	CFDA No:	CFDA No:
Program: 0903001-	Program: 0901001-	Program: 0901001-
CO: 2018-Federal	CO: 2018-Federal	CO: 2018-Federal
3047-Other \$1,299.07	3047-Other	3047-Other
1000-General	1000-General	1000-General
2000 – Federal COVID	2000 – Federal COVID	2000 – Federal COVID

SDCL 1-24A-1 states that a copy of all consulting contracts shall be filed by the agency with the State Auditor within five days after such contract is entered into and finally approved by the contracting parties. For further information about consulting contracts, see the State Auditor's policy handbook.

12 E.

From: cityofwinner@gwtc.net
Sent: Wednesday, July 12, 2023 9:34 AM
To: Monika Serviss
Subject: RE: Board meeting room microphones

City of winner uses live stream and microphones. We purchased all our equipment and set up from Liveticket. This happens to be owned by the Mayor of Winner as he is the one who started the streaming for all the schools back in 2015 and it is the same set up. I think total is about \$5,000.

Nathan Umberger (not the Mayor) is the Contact. [605-515-3425](tel:605-515-3425)

Chandra Phillips
Finance Officer, City of Winner
325 S Monroe St Suite #118
Winner, SD 57580

[605-842-2606](tel:605-842-2606) Ext 1228
[605-841-0285](tel:605-841-0285) cell
[605-842-1653](tel:605-842-1653)

From: sd-finance-officers@googlegroups.com <sd-finance-officers@googlegroups.com> **On Behalf Of** Fay Bueno
Sent: Wednesday, July 12, 2023 9:53 AM
To: Monika Serviss <monika@hermosasd.com>; sd-finance-officers@googlegroups.com
Subject: RE: Board meeting room microphones

We have the same as Belle Fourche – the only bad thing they are super busy and it takes time to get it done.

Fay

From: sd-finance-officers@googlegroups.com <sd-finance-officers@googlegroups.com> **On Behalf Of** Monika Serviss
Sent: Wednesday, July 12, 2023 7:54 AM
To: sd-finance-officers@googlegroups.com
Subject: Board meeting room microphones

Good morning all,
Can any of you recommend a microphone system for the public, board meeting, room? And we would also like to start live streaming the meetings, any suggestions on that? 😊

Thank you and hope you all having a great day!

Monika Serviss
Finance Officer
Town of Hermosa

From: finance.office@cityofmiller.com
Sent: Wednesday, July 12, 2023 8:23 AM
To: Monika Serviss; sd-finance-officers@googlegroups.com
Subject: RE: Board meeting room microphones

We got a system from Mid-States Audio out of Sioux Falls for our council room. We have all of our meetings live on YouTube and they are kept on our website for future reference. They were very busy during COVID and we used our first COVID funds to cover the cost.

I know they are not exactly close to Hermosa but there might be an audio/video store in Rapid City that will install a system for you.

Good luck!

Sheila Coss
City of Miller
120 W 2nd St
Miller SD 57362
605 853-2705
cityofmiller.com

From: sd-finance-officers@googlegroups.com <sd-finance-officers@googlegroups.com> **On Behalf Of** Monika Serviss
Sent: Wednesday, July 12, 2023 8:54 AM
To: sd-finance-officers@googlegroups.com
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Monika Serviss
Finance Officer
Town of Hermosa
605-255-4291



230 Main St., PO Box 298

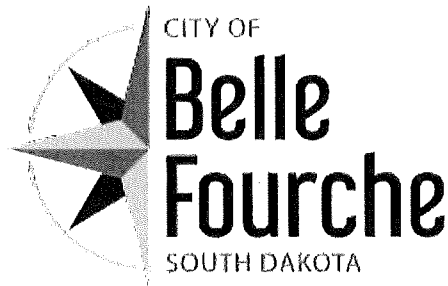
From: Jason LaFayette
Sent: Wednesday, July 12, 2023 8:17 AM
To: Monika Serviss; sd-finance-officers@googlegroups.com
Subject: RE: Board meeting room microphones

Hi Monica!

The City of Belle Fourche purchased our microphone/speaker system from Haggerty's Musicworks in Rapid City. As for live streaming our meetings, we use BoxCast. It is easy to use but doesn't have a function, that I am aware of, that allows the viewers to interact during your meetings.

Thank you,

Jason LaFayette
Finance Officer
City of Belle Fourche
511 6th Avenue
Belle Fourche, SD 57717
Phone: (605) 892-2494
Email: jason@bellefourche.org



"CONFIDENTIAL INFORMATION"

This information is intended only for the addressee and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If you are NOT the intended recipient, or the employee or agent responsible for delivering this message to the intended recipient, you are not authorized to read, copy or distribute this message or any attachments and we ask that you please DELETE this message and any attachments and notify the sender by return email or by phone at (605) 892-2494. Confidentiality of the information contained herein is protected by State and Federal Law.

From: sd-finance-officers@googlegroups.com <sd-finance-officers@googlegroups.com> **On Behalf Of** Monika Serviss
Sent: Wednesday, July 12, 2023 7:54 AM
To: sd-finance-officers@googlegroups.com
Subject: Board meeting room microphones

Good morning all,
Can any of you recommend a microphone system for the public, board meeting, room? And we would also like to start live streaming the meetings, any suggestions on that? 😊

Thank you and hope you all having a great day!

Monika Serviss
Finance Officer
Town of Hermosa



13 E.

Meeting Minutes

June 14 , 2023 @ 0830

Hermosa Coffee House

Meeting called to order @ 0832 by Rick Mills.

Attendees & Introductions: Rick Mills, Valena Baker, Donna Evjen, Jerry Styles, Karry Sears, Monika Serviss, Candice Leigh, Linda Hasselstrom, Ali Van Sambeek, Alan Bishop, Jesse Sorenson, Michelle Fischer, Bob Knapp, Sarah Gadbois, Cathy Mack, Pat Mack, Margie Jurrens.

Officer's Reports

President/Vice President Report Greetings to the group.

Secretary's Report was reported by Valena Baker.
Motion to Approve, Sarah Gadbois. Second by Linda Hasselstrom.

Treasurer's Report was reported by Valena Baker. Rick Mills wanted to make a point to say "Thank You" to Deb and Leo Van Sambeek for their management and participation in the High School Rodeo Sponsored Luncheon as well as anyone else that helped with that event. Monika Serviss reported to the group on the 1% BBB tax status. Motion to Approve, Michelle Fischer. Second by Bob Knapp.

Old Business

Farmer's Market & Vendor Fair Committee and Marketing & Website Committee Inclusive Report
Ali Van Sambeek reported for the committees. She shared the status of the responses per social media. There was mention that there are other events going on in Hermosa on the same day which will increase the volume of attendance in Hermosa. There is a map being developed for the vendors. Valena posed a question for Monika Serviss, in regards to assistance that can be offered for traffic, etc. Monika Serviss shared the law enforcement and town office activity that has been done for the event. Ali Van Sambeek resumed further reporting about the marketing and activities to promote the event. Rick shared the items that were made for the Hermosa Connects event. Rick Mills also wanted to say "Thank You" to Sarah Gadbois as well as Pat & Cathy Mack for their involvements. Bob Knapp suggested starting a sign up sheet for the Hermosa Connects booth. The Sign Up sheet was started and passed around.

The Designated Park on North 3rd Street No new details, tabled for this meeting.

Summer Helping Hands Outreach Valena Baker reported for this committee. Still working on the process. Jerry mentioned Brady Novak is taking an initiative and is good contact for work needed in Hermosa at this time.

Christmas Lights & Decorating Competition Committee No details at this time, tabled for this meeting.

New Business

Rick Mills introduced the idea to have a presence at the Custer County Fair. There was discussion about a booth and also attending the parade with a float. The group went further into discussion about using a train as a trademark in various things including the fair. The discussion will remain on the agenda for more discussion and attention.

Rick Mills introduced a Budget & Bylaws Committee offering for the Hermosa Connects Group.

Valena Baker wanted to see what the group thought about a 'Marketplace' page or group that is Hermosa-focused. Michelle Fischer offered to start and also be an administrator for the Facebook page. Will bring on others as needed to become an administrator to the page as needed.



Meeting Minutes

June 14 , 2023 @ 0830

Hermosa Coffee House

Open Group Discussions/Presentations

Update from Alan Bishop regarding Black Hills Electric Cooperative new purchase of real estate in Hermosa for a substation. Building an outpost, early stages of design. Michelle Fischer added to the status and offered to answer any questions. Jesse Sorenson added details to the discussion of the project. Question by Linda Hasselstrom about the Hermosa historic cemetery and any disturbance from this project. Jesse Sorenson & Michelle Fischer confirmed there would be no disturbance to the historical cemetery in the vicinity. Michelle Fischer also shared at this time that she submitted for another \$1000.00 matching fund, for Hermosa Connects Inc, by Cobank Electric. Rick Mills offered his gratitude, on behalf of the group, for the continued support from the Black Hills Electric Cooperative.

Rick wanted to congratulate Jerry Styles on his successful win to the Hermosa Town Board.

Jerry Styles mentioned the Christmas Lights & Decoration Competition Committee. Jerry wanted to reach out to other businesses that may want to donate to the winners. A 500.00 donation was acknowledged. There is confirmation there will be continued discussions as we get closer.

Adjourned @ 0915.

Valena Baker

Secretary/Treasurer

14.C.

From: Hermosa Connects Inc

Sent: Wednesday, July 12, 2023 9:53 AM

To: Alan & Kerry Bishop; Alison VanSambeek; Amanda Feickert; Angela Wanek; Anna Hughes; Ashton Siegner; Auralee Jobgen; Bob 'Robert' Knapp; Bobbie Klaski; Brenda Maloun; Brian & Kristi Lintz; Cathy Dahl; Chelon Fichter; Chris Atkison; Christie Gerbracht; Cody Ven De Stouwe; Connie Hunsaker; Crystal Strand; Crystal Wiles; Custer County Chronicle; Dan Martin; Dave Miller; Dennis McMillin; Desa Lintz; Donna Evjen; Forrest 'Frosty' Paris; Gavin Martin; Heather Van De Stouwe; Hope Weber; Jamie West; Jeanie Kirkpatrick; Jerry Styles; Jill Dybvig; Jim Baker; Joan Harris; John Wiles; Karry Sears; Kathy Pillen; Kayla Andrews; Kristen Heitman; Kylene Atkison & Bethany Nanyes; Leo VanSambeek; Linda Hasselstrom; Liz Simental; Lydia Austin; Matt Brunner; Matthew Tramp; Meghann Hansen; Michelle Fischer; Monika Serviss; Moritz Espy; Nancy & Gary Baker; Nancy Schultes; Nick Brengle; Nicole Kaiser; Nicole Morse; Pam Kinsella; Pat & Cathy Mack; Peg Ryan; Ranae Schrier; Rhea Tippmann; Rick Mills; Sarah Gadbois; Shanna Harris-Clarke; Suzanne Weber; Teela Lamoureux; Tina Blakeman; Travis Hartshorn; Trena Matheny; Trent Pulis; Valena Baker; Valena Baker; Velva Fitzgerald; Vickie Henrichsen

Subject: Custer County Commissioners

Exciting News! There is a future meeting that will be advertised for the new construction idea of a Hermosa County Library/Annex building. We need any support for this in our community. I added the contact information for the Custer County Commissioners for this and any future needs. Thank You!

Jim Lintz, Chairman

Home Phone: ~~605-255-4269~~

Cell Phone: ~~605-391-7555~~

Email: jlintz@custercountysd.com

Mark Hartman, Vice Chairman

Phone: ~~605-673-5719~~

Email: mhartman@custercountysd.com

Mike Linde

Phone: ~~605-673-1503~~

Email: mlinde@custercountysd.com

Craig Hindle

Phone: ~~605-673-1526~~

Email: chindle@custercountysd.com

Michael Busskohl

Phone:

Email: mbusskohl@custercountysd.com

CHAPTER 91: PUBLIC NUISANCES

Section

- 91.01 Definitions
- 91.02 Prohibited conditions
- 91.03 Enforcement authority
- 91.04 Notice to abate
- 91.05 Abatement by town authority
- 91.06 Abatement by town cost assessment
- 91.07 Notification guidelines
- 91.08 Exceptions
- 91.09 Application
- 91.10 Complaints
- 91.11 Conflicts with other laws

- 91.99 Penalty

§ 91.01 DEFINITIONS.

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

NOXIOUS MATTER. Includes trash, garbage, refuse and all other material which has been strewn about, is otherwise apparently abandoned or of no apparent value, which is unsightly or malodorous, or which may be potentially hazardous as a breeding ground for insects and rodents and other undesirable animals, or which may prove hazardous to individuals using the area upon which these noxious matters exist.

NUISANCE. All substances which emit any foul, unhealthy, noxious or disagreeable smell or odor; any stable or shop which is kept in a condition so as to be offensive or annoying to the public; all green or salted hides and carcasses left or deposited in any open or public area; personal property of any kind if unlicensed, unprotected by a durable cover, or not maintained in a neat and safe manner for a period of 30 days or more. This includes, but is not limited to, automobiles, machinery, equipment, accessories, parts, structures, property accouterments such as fences, accessways.

WEEDS. Includes all weeds on the state and/or county weed lists, including, but not limited to, of the kind known as Russian Thistle, Canadian Thistle, Cocklebur, Rag Weed, Golden Rod, Burdock, Creeping Jennie and all other noxious or unhealthful vegetation, especially those whose pollen is known to cause hay fever. To allow to grow to maturity on any private property or vacant lot shall constitute a nuisance.

(Ord. 10.012, passed 4-3-2001; Ord. 91.1A, passed 5-30-2017)

§ 91.02 PROHIBITED CONDITIONS.

(A) All weeds, tall grass in excess of eight inches in height, noxious matter, open wells and nuisances are declared a violation of this chapter and no owner of any lot, place or area within the town, or the agent of the owner or the occupant of the lot, place or area, shall permit on the lot, place or area, or upon any public way abutting the same, any weeds, tall grass, noxious matter or other nuisance to grow, lie, or be located thereon.

(B) Notwithstanding the prohibitions set forth in division (A), for parcels of three acres or more in undeveloped commercial and residential properties, grass growing in excess of eight inches shall be permitted for haying purposes so long as the owner, agent of the owner, or the occupant of the parcel of land of three acres or more maintains a 20-foot wide cut of the growing grass within the perimeter of the parcel of land of eight inches or less. The eight-inch or less cut shall not be necessary for that portion of the parcel that constitutes the boundary line of the town.

(Ord. 10.012, passed 4-3-2001; Ord. passed 5-7-2019) Penalty, see § 10.99

§ 91.03 ENFORCEMENT AUTHORITY.

The Board of Trustees may appoint an authorized agent for the purpose of performing inspections, providing appropriate notifications of violations, conducting enforcement and abatement action as may be required to ascertain compliance with ordinances of the town, and obtaining legal counsel as required. Detailed reports of all action taken by the appointed enforcement authority will be provided at each regular meeting of the Board of Trustees.

(Ord. 10.012, passed 4-3-2001)

§ 91.04 NOTICE TO ABATE.

(A) The Board of Trustees or the duly authorized agent is authorized and empowered to notify, in writing, the owner of any lot, place or area within the town, or the agent of the owner, and the occupant of the premises, to cut, destroy or remove any weeds, tall grass, noxious matter or nuisance found growing, lying or located on the property or upon the public way abutting same.

(B) The notice shall notify the owner, agent and/or occupant to cut, destroy, remove or otherwise remedy any such weeds, tall grass, noxious matter or other nuisance within a prescribed amount of time and shall be delivered as set for below.

(Ord. 10.012, passed 4-3-2001; Ord. passed 8-4-2020)

§ 91.05 ABATEMENT BY TOWN AUTHORITY.

Upon failure, neglect or refusal of any owner, agent or occupant to comply with the notice provided for in § 91.04, within the prescribed time after the mailing thereof, the Board of Trustees or the duly authorized agent is authorized and empowered to provide for the cutting, destroying, removal or any other remedy as may be required, of the weeds, tall grass, noxious matter or other nuisance and to defray the cost of the work, including administrative costs, by special assessment against the property as set out in § 91.06.

(Ord. 10.012, passed 4-3-2001; Ord. passed 8-4-2020)

§ 91.06 ABATEMENT BY TOWN COST ASSESSMENT.

The Board of Trustees or the duly authorized agent shall cause an account to be kept against each lot upon which work is done pursuant to § 91.05, and have same certified to the Finance Officer upon completion of the work. The Finance Officer shall thereupon certify the account, showing the amount, the description of the property and add the assessment to the general assessment against the property, and certify the special assessment, together with the regular assessment, to the County Auditor to be collected as municipal taxes for general purposes. The assessment shall be subject to review and equalization the same as assessment for taxes for general purposes.

(Ord. 10.012, passed 4-3-2001; Ord. passed 8-4-2020)

§ 91.07 NOTIFICATION GUIDELINES.

All notices will carry an original signature by at least one member of the Town Board of Trustees.

(A) *First notice - courtesy note.*

(1) The courtesy note shall be delivered by regular mail and/or hand delivered by Town Marshal/Deputy to the last known address of the property owner, agent and/or occupant. Hand deliveries are to be signed by the occupant if present. If occupant not present, notice will be hung on doorknob with date noted as to date and time of placement by law enforcement. The courtesy note shall contain the specific violation, the expected remedy, shall reference the ordinance violated, and shall state the date of the re-inspection. Re-inspection date shall be determined by the Board of Trustees or authorized agent and shall give sufficient time for the required remedy, usually seven calendar days from the postmarked date and noted on door hanger.

(2) Weeds, tall grass, malodorous, unhealthy, and dangerous violations require only one notice. Weeds and tall grass shall be removed within seven calendar days of the postmarked or hand delivered date of the notice. Malodorous, unhealthy, or dangerous violations shall be remedied within three calendar days of the date of the notice.

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(B) *Second notice - notice of violation.* The notice of violation shall be delivered via door hangar (hand delivered by law enforcement) to the last known address of the property owner, agent and/or occupant. The notice of violation shall contain the specific violation, the expected remedy, shall reference the code section or ordinance violated, shall state the date of the re-inspection, and shall state consequential action which will be abatement. State the abatement action being taken, the cost of the abatement action to be assessed against the property, and the date the action shall be taken. Re-inspection date shall be determined by the Board of Trustees or authorized agent and shall give sufficient time for the required remedy, usually two weeks from date of the notice.

(C) *Third notice - notice of abatement.* The notice of abatement shall be delivered via registered mail, return receipt requested, with a copy delivered via regular mail, to the last known address of the property owner, agent, and/or occupant, and/or hand delivered by law enforcement. The notice of abatement shall contain the specific violation, shall reference the ordinance violated, shall state the abatement action taken, the date the action was taken, and the cost of the action to be assessed against the property.

(D) *Subsequent violations.* Upon subsequent violation of this chapter within a 24-month period after notice has been given as provided above, the town shall immediately send notice of pending abatement action and require the owner to remedy the nuisance within three days of delivery by regular mail and hand delivered by Marshal to the last known address.
(Ord. 10.012, passed 4-3-2001; Ord. 10.012A, passed 12-7-2004; Ord. passed 4-17-2018; Ord. passed 4-17-2018; Ord. passed 8-4-2020)

§ 91.08 EXCEPTIONS.

The Board of Trustees shall act and perform all the duties and exercise the powers of the Board of Adjustments. The Board of Adjustments shall have the power to make special exceptions to provisions of this chapter, provided that the applicant for the special exception shall first file with the Board of Adjustment a consent, signed by not less than 75% of the owners of property within 500 feet of the lot or site of which the special exception is sought, provided further that the special exception be granted by not less than a majority vote of the full Board of Adjustments.
(Ord. 10.012, passed 4-3-2001; Ord. passed 8-4-2020)

§ 91.09 APPLICATION.

For the health, safety and welfare of the citizens of this community, all properties within the jurisdictional boundaries of the town will comply with all provisions of this chapter without regard to conditions existing at the time that it goes into effect.
(Ord. 10.012, passed 4-3-2001; Ord. passed 8-4-2020)

§ 91.10 COMPLAINTS.

(A) Should any member of the Town Board of Trustees receive a written or verbal, complaint, a Trustee on the Town Board shall, within two days, investigate the complaint and make immediate determination of required action and so notify both the plaintiff and owner of the determination. The complaint shall be required before any courtesy notice or abatement action shall be initiated and shall be anonymous.

(B) Should the complaint be declared valid, the Town Board of Trustees, upon majority vote, may give the violating owner a courtesy notice of the violation of the first offense.

(C) All notices will carry an original signature by at least one member of the Town Board of Trustees.

(Ord. 10.012A, passed 12-7-2004; Ord. passed 8-4-2020)

§ 91.11 CONFLICTS WITH OTHER LAWS.

(A) In the interpretation and application of the provisions of this chapter, these provisions shall be held to a minimum requirements adopted for the promotion of the public health, morals, safety and the general welfare.

(B) Whenever the requirements of this chapter are at variance with the requirements of other lawfully adopted rules, regulations or ordinances, the most restrictive, or that imposing the higher standards, shall govern.

(Ord. 10.012, passed 4-3-2001)

§ 91.99 PENALTY.

Each day any violation of this chapter continues shall constitute a separate offense. In addition to the remedies provided in this chapter, any person violating any provision of this chapter shall be subject to the general penalty provision as set forth in § 10.99 of this code.

(Ord. 91.1A, passed 5-30-2017)

