

**HERMOSA TOWN BOARD
TUESDAY, NOVEMBER 15, 2022
REGULAR MEETING @ 6:00pm**

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

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

- 3) **CONSENT CALENDAR:**
 - A. Approval of the November 1, 2022, regular meeting minutes

- 4) **CONFLICT OF INTEREST DECLARATION**

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

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

- 7) **LEGAL:**
 - A.

- 8) **ENGINEER:**
 - A. Water Rehab Project (WRT System)
Pending due to awaiting water test results and Oct/Nov funding
 - B. Hermosa Sidewalk Project
 - C. Sewer Project (Lagoon expansion)
 - D. Water/Sewer Facility Plans
Resolution(s) review
DANR Award
 - E. Town of Hermosa Water and Sewer Extension Project
 - F. Hermosa Hills Drainage
Town accept Marie Street
 - G. Whitney Street Drainage
SDARWS Report, Pending technician assistance, update on timeline
 - H. 5th Street repair discussion
 - I. Roy's Drive In Sewer Line
Pending Roy's response
 - J. Facility Plan for Booster, Water Meters
Possibly to add to USDA
 - K. Rural Development
Application pending

- 9) **PLANNING & ZONING:**
 - A. November 8, 2022, Minutes
 - B. Addresses for Parcels 05721-015728, N. Wilder Blvd. – Approval of proposed addresses
 - C. 2022-18 - Moving Permit/Informational–Custer County Fairgrounds–moving 20x20 garage from 194 Fairgrounds Pl.

- 10) **PUBLIC WORKS**
 - A. Committee Report
 - B. Streets, Street Light Repairs, Water & Sewer Department Updates
Trustee report on town lighting needs
 - C. Land Application Contract
 - D. SDARWS, Daily readings/spreadsheet
 - E. CMOM Discussion
 - F. Best Management Practices Plan

- 11) **FINANCE OFFICE:**
- A. Oath of Office, Monika Serviss
 - B. Monthly financials
 - C. Department updates
 - Who has ordinance books for updates?
 - D. Midwest Assistance Program
 - E. Golden West Technologies Contract
 - F. Approve June 6, 2023, Election Date
 - G. Schedule judging Christmas Lighting Contest
- 12) **OLD BUSINESS:**
- A. Annexation: Gumbo Lilly, Fairgrounds Place, McDermand Street
 - Approval to proceed with annexation
 - Request for Work Session with P&Z, October 25, 2022, 6:00 PM
 - B. Town Sign, pending
 - C. Town Office: Deck Staining, pending
 - D. Library: Deck Staining, pending
 - E. Camera drainage
 - Approval to camera at retention pond, pending SDARWS results
- 13) **NEW BUSINESS:**
- A. Hermosa Library
 - B. Custer County Commissioner's Meeting
 - Approval of mileage/per diem
 - C. Fencing Estimate
 - D. Water Rate Structure
 - Resolution 2022-06
 - E. Hazard Mitigation
 - November 8, 2022, Work Session
 - Approval of per diem/mileage for representative
 - F. Letters of Intent for BOT Position
 - G. Ordinance(s) review and approval to proceed for:
 - 1st Reading: Chapter 153: Mobile Homes; Parks, Chapter 52: Garbage and Refuse (12-06-2022)
 - H. Operating Agreement Renewal
 - 1. Operating Agreement Corner Pantry Travel Center, Package (off-sale) Liquor
 - 2. Operating Agreement Hermosa Deli & Lounge, Retail (on-sale) Liquor
 - 3. Operating Agreement Lazy R Bar and Grill; Retail (on-sale) Liquor-Restaurant
 - a) Fee discussion
 - I. Uniform Alcoholic Beverage License Renewal
 - 1. PL-4469, Corner Pantry Travel Center, Package (off-sale) Liquor
 - 2. RL-5208, Hermosa Deli & Lounge, Retail (on-sale) Liquor
 - 3. RR-22505, Lazy R Bar and Grill; Retail (on-sale) Liquor-Restaurant
- 14) **ITEMS FROM CITIZENS:** No action will be taken (3-minute time limit per speaker)
 Meetings of the Board of Trustees are open to the public. The audience may 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 in-town municipal boundary citizens 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 identify themselves. The number of presentations and time allotted to individuals may be limited by the board president and individuals shall refrain from discussing personalities. The president at his discretion, may recognize patrons at other times during the board meeting. 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.
- 15) **TRUSTEE INPUT:**
- 16) **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
- 17) **ADJOURN:** Motion by _____; Second by _____ to adjourn the meeting at _____ PM.

**HERMOSA TOWN BOARD
REGULAR MEETING
TUESDAY, NOVEMBER 1, 2022 @ 6:00pm**



3A

ROLL CALL: Holsworth called the meeting to order at 6:00 pm with the following members present: Holsworth, Kramer, Thomason, and Henrichsen. Schumack absent. Attorneys Hagg and Johnson, Ferguson and several interested citizens also present.

CALL FOR CHANGES: Henrichsen requested the Items from Citizens paragraph be discussed for review; will be noted, no action. Motion made and seconded to approve agenda as presented; vote; one, nay, three, ayes, motion carried.

CONSENT CALENDAR: Motion made and seconded to approve October 18, 2022, minutes as presented; vote; one, abstained, three, ayes, motion carried.

CONFLICT OF INTEREST DECLARATIONS: None.

CLAIMS: Motion made and seconded to approve the November 1, 2022, Payroll and Claims as amended (to place the lagoon pumping portion of Ferguson Construction invoice as pending); vote: one, nay; three, ayes, motion carried. A&B Business Solutions, Monthly Charge, \$542.64; ACES, Permit review: 2022-33, 2022-34, \$520.00; American Legal Publishing, Ordinance publishing, \$2,637.45; Dakota Supply Group, Silicone, Plug, \$18.76; DANR, Per Settlement Agreement, \$13,000.00; Ferguson Construction, Inspections (245), Lagoon pumping, fuel (1400) Weed spraying (450), \$2,095.00; Hagg and Hagg, Monthly service, \$7,611.49; Holsworth, Dan, Custer Co Commissioner's Meeting, Per Minutes Approval, 10/18/22, \$75.00; Lingo, Monthly service, \$60.63; Mt Rushmore Telephone, Monthly service, \$241.63; Northwest Pipe Fittings, Water: Gasket, \$28.76; Pioneer Bank and Trust, Charge for 2 signature account, \$25.00; Pioneer Bank and Trust (VISA), Office supplies, \$147.66; Rural Development (RD1), \$1,278.00; Rural Development (RD2), \$417.00; Rural Development (RD), \$222.00; Sander Sanitation, Monthly services, \$3,924.18; SDPAA, Annual insurance invoice, \$13,777.73; Southern Hills Publishing, October 2022 services, \$161.63; US Bank, SRF Loan Payment, \$1,493.23; Van Diest Supply Company, Mosquito control, \$1,426.80; EFTPS, 941 payroll tax deposit (10-31-2022 Payroll), \$836.75; Health Pool of South Dakota, Monthly premium, \$882.97; SD Retirement Fund, October 2022, \$695.24; Payroll related: Board of Trustees, \$825.00; Finance Department, \$2,772.00; Janitorial, \$104.00; Meter, \$147.00. TOTAL: \$55,967.55.

LAW ENFORCEMENT/ABATEMENTS/COMPLAINTS: No report from Custer County.

LEGAL: Hagg presented the draft letter composed by Claycomb addressed to DANR regarding the north sewer line issue for board review. Hearing no objections, Hagg will contact Claycomb and provide approval to have him send the letter to DANR.

ENGINEER: Water Rehab Project (WRT System): pending release of ARPA funds. Hermosa Sidewalk: pending. Sewer Project: pending. Water/Sewer Facility Plans: pending. Town of Hermosa Water and Sewer Extension Project, pending. Hermosa Hills Drainage: an on-site meeting was held with Preston, Pulis, Holsworth, Berg and Boddicker to discuss the project. Preston/Pulis will conduct core test to ensure there is at least 10" of gravel on road. If so, gravel can be pulled to center of road to create a crown, otherwise, there must be additional gravel in order to get water off the road to prevent erosion of the road surface. To extend the life of the road and help with dust control, the developer is required to apply magnesium chloride (MAG) on the road. Whitney Street Drainage: there is concern as water continues to flow through the culvert. Motion made and seconded to approve SDARWS to return to Hermosa to retest city water lines; vote; all aye, motion carried. 5th Street Repair: pending. Roy's Drive In Sewer Line: second warning letter to be sent to Roy's Drive In regarding the sewer line. Facility Plan for Booster, Water Meters: pending. Rural Development Application: pending.

PLANNING & ZONING: Review of October 25, 2022, P&Z minutes; no action taken. Permit 2022-18 - Moving Permit/Informational-Custer County Fairgrounds-moving 20x20 garage from 194 Fairgrounds Pl, pending response from the fairgrounds board.

PUBLIC WORKS: Holsworth conducted research and provided an inventory of areas in town where streetlights would be beneficial for the public's safety; an estimate of the costs associated with installing new lights will be provided at a future meeting. Ferguson: lagoon pumping is completed. Ferguson to complete the DANR required reports. Discussion regarding the DANR Notice of Violation/Penalty. Ferguson told he must have a trustee and representative from the finance office in attendance when he speaks with DANR or other government official and he must adhere to requirements in the Capacity, Management, Operation, and Maintenance (CMOM) Program. Per the Settlement Agreement with DANR, a motion was made and seconded, the town will not apply the DANR penalties to Ferguson for Hermosa's Noncompliance with its Surface Water Discharge Permit, a letter of reprimand to Ferguson will be placed in his file, he must not have any conversations with DANR, SDARWS or other government officials without a department chair, other trustee and finance officer or finance office employee in attendance or a letter of reprimand will be sent with a possible fine and/or termination of his position with the Town of Hermosa; vote; all ayes, motion carried.

Motion made and seconded to remove, Notice of Violation and Approval for Fluoride Test, from the agenda; vote; all ayes, motion carried.

FINANCE OFFICE: Financial reports provided in packet. Introduction of Monika Serviss, selected as the incoming Finance Officer. Motion made and seconded to add Monika to the signature card at Pioneer Bank and Trust; vote: all ayes, motion carried. gWorks training to begin next week. Thomason to review Golden West Technologies contract with Boddicker. Motion made and seconded to remove Introduction of Monika Serviss from agenda; vote; all ayes, motion carried.

OLD BUSINESS: Annexation: Gumbo Lily, Fairgrounds Place, McDermand Street, Town Sign, Town Office and Library Deck Staining, Camera drainage, all pending.

NEW BUSINESS: Hermosa Library: pending final lease agreement. Custer County Commissioner's Meeting: one representative to be paid for attending meeting. Fencing Estimate: quote given to town at last meeting to utilize the old fence material plus new material to fence pump house property; no action. Resolution 06-2022, Water Rate Structure Reading; vote; all ayes, motion carried. Hazard Mitigation: motion made and seconded to approve state rate mileage plus \$75.00 for representative to attend the Hazard Mitigation meetings; vote; all ayes, motion carried.

ITEMS FROM CITIZENS: No citizen input.

EXECUTIVE SESSION: No executive session.

TRUSTEE INPUT: Three Board of Trustees had input. Brett Thomason, submitted his letter of resignation as a Trustee on the Hermosa Board of Trustees.

Motion made and seconded to adjourn at 9:02 pm; unanimous.

ATTEST:

Dan Holsworth, Town Board President

Gail Boddicker, Finance Officer

Published once at the approximate cost of ____

5

Claims for Approval 11-15-2022		
Claycomb Engineering	Water/Sewer Extension	\$2,400.00
Ferguson, Chuck	Fuel for lagoon pumping	\$ 854.71
Golden West	Recurring billing 10/1/22-10/31/22	\$ 563.50
gWorks	Annual fee 01/01/23-12/31/23	\$ 4,537.00
Neugebauer Brothers	Use of Tractor for Pumping Lagoon	\$ 1,800.00
Payment Service Network	Monthly service fee 10/01/22-10/31/22	\$ 136.70
SD Department of Revenue	September-October Sales Tax	\$ 582.89
SDML	Annual Membership dues 2023	\$ 604.90
Payroll related:		
Payroll	Board of Trustees	
Payroll	Finance Department	\$ 3,144.63
Payroll	Planning & Zoning	
Payroll	Janitorial	
Payroll	Meter	
Gail Boddicker	Health insurance	\$ 200.00
EFTPS	941 payroll tax deposit	\$ 730.02
Health Pool of South Dakota	Monthly premium	
TOTAL		\$15,554.35

**HERMOSA PLANNING & ZONING BOARD
REGULAR MEETING
November 8, 2022 @ 6:00pm**



9A

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

CALL FOR CHANGES: Motion made; seconded to approve the agenda as presented. Vote; all aye; motion carried.

CONSENT CALENDAR: Motion made; seconded to approve the October 25, 2022, meeting minutes; vote; all aye; motion carried.

OLD BUSINESS:

Addresses for Parcels 015721 – 015728, N. Wilder Blvd. – Approval of proposed addresses – Discussion to approve proposed addresses for west side of N. Wilder Blvd.

Parcel# 015721 – 115 N. Wilder Blvd

Parcel# 015722 – 125 N. Wilder Blvd

Parcel# 015723 – 135 N. Wilder Blvd

Parcel# 015724 – 145 N. Wilder Blvd

Parcel# 015725 - 155 N. Wilder Blvd

Parcel# 015726 – 165 N. Wilder Blvd

Parcel# 015727 – 175 N. Wilder Blvd

Parcel# 015728 – 185 N. Wilder Blvd

Motion made and seconded to approve proposed addresses; Vote; all aye; motion carried.

NEW BUSINESS:

REVIEW BOT MINUTES: October 18, 2022 and November 1, 2022

ORDINANCE REVIEW & WORK ITEMS:

Chapter 153: Mobile Homes; Parks – To be approved at November 15, 2022 BOT meeting

Permit 2022-32 – Floodplain Development Permit, Town of Hermosa; Pending

Review of 2018 Comprehensive Plan; Pending

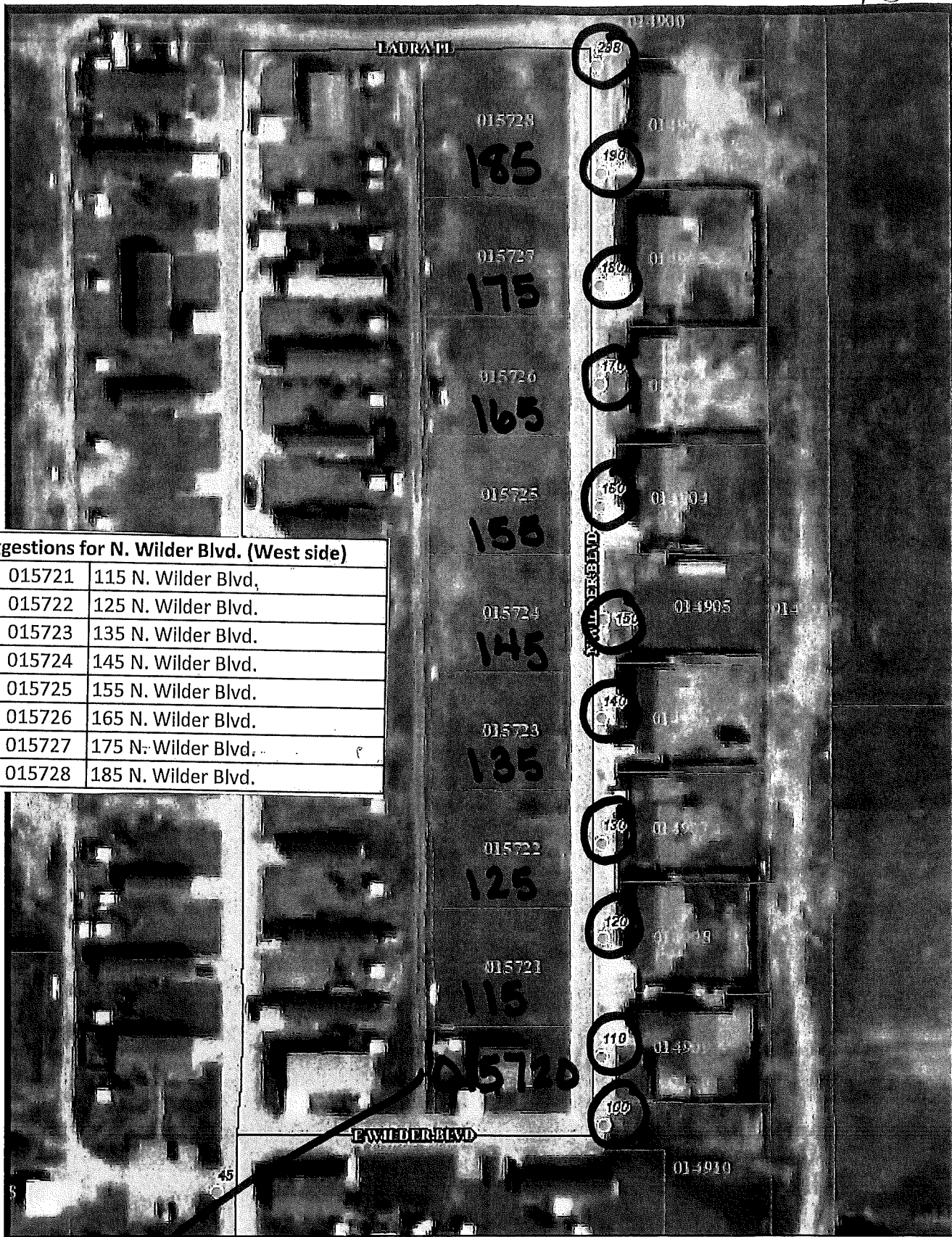
TRUSTEE INPUT:

CITIZEN INPUT:

ADJOURN: Motion made, seconded to adjourn the meeting at 6:10pm; Vote; all aye; motion carried.

Joan Harris, Planning & Zoning Board President

Jill Dybvig, Administrative Assistant



Address suggestions for N. Wilder Blvd. (West side)

Parcel#	015721	115 N. Wilder Blvd.
Parcel#	015722	125 N. Wilder Blvd.
Parcel#	015723	135 N. Wilder Blvd.
Parcel#	015724	145 N. Wilder Blvd.
Parcel#	015725	155 N. Wilder Blvd.
Parcel#	015726	165 N. Wilder Blvd.
Parcel#	015727	175 N. Wilder Blvd.
Parcel#	015728	185 N. Wilder Blvd.

300 E. Main # 26

Jill Dybvig

From: Troy Schmidt <tschmidt@custercountysd.com>
Sent: Monday, October 17, 2022 8:50 AM
To: Jill Dybvig
Subject: RE: Address_N. Wilder_Hermosa
Attachments: N_Wilder_BLV.D.PNG

Hi Jill,

Hermosa would have final say of their addressing. I added a screen shot of the current addressing from across the street. N Wilder Blvd has a range of 100-299.

Suggestion: If the address is 120 on the east side, you could make the lot on the west side 125 and so forth.

Just let me know how you want it laid out and I will put them in the system.

Thank you,



Troy A. Schmidt | GIS Director
Custer County GIS Office
420 Mt. Rushmore Rd | Custer, SD 57730
Office: (605) 673-8141 | Mobile: (605) 760-0960
GISdepartment@custercountysd.com



CUSTER COUNTY

From: Jill Dybvig <jill@hermosasd.com>
Sent: Friday, October 14, 2022 3:34 PM
To: GISDepartment <GISDepartment@custercountysd.com>
Subject: Address_N. Wilder_Hermosa

Troy,
Good afternoon! Do we have addresses yet for the new platted lots on N. Wilder (see attached). Are we supposed to come up with them or is that something you do? I appreciate any help you can me. Call me if you have any questions. Thank you and have a great weekend!!

Jill Dybvig

Town of Hermosa
605-255-4291

COPY

Lot ...
Hermosa Hills Subd.

Lot 10 840 Marie 1321 14	Lot 9 830 Marie 1311 13	Lot 8 820 Marie 1301 12	Lot 7 810 Marie 1291 11	Lot 6 800 Marie 881: 1110 1110	Lot 5 790 Marie 1281 9 Grady	Lot 4 780 Marie 881: 1118 1118	Lot 3 770 Marie 127 157 Schwenn	Lot 2 760 Marie 1261 116 Pulis	Lot 1 750 Marie 1251 115 Pulis
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MARIE STREET

These 2 lots
were connected,
No street
between
them.

Lot 23 740 Marie 1241 114

Lot 24 745 Marie 1451 27

Lot 11 865 Marie 1331 15	Lot 12 855 Marie 1391 16	Lot 13 845 Marie 1351 17	Lot 14 835 Marie 1361 18	Lot 15 825 Marie 1371 19 Pulis	Lot 16 815 Marie 1381 20 Pulis	Lot 17 805 Marie 1391 21	Lot 18 795 Marie 1401 22 Brown	Lot 19 785 Marie 1411 23 Thayer	Lot 20 775 Marie 1421 24 Mann	Lot 21 765 Marie 1431 25 Pulis	Lot 22 755 Marie 1441 26 Pulis
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**Addresses
Hermosa
Hills**

Neugebauer Brothers Dev
14293 SD Hwy 40
5744'

605-255-4688

H2 Acct:
Book/Stop

11B

TOWN OF HERMOSA
***Check Reconciliation©**
RECON

10100 CASH/10700 CASHRSRV/10800 DPSTRSRV
October 2022

Account Summary		
Beginning Balance on 10/1/2022		\$748,798.62
+ Receipts/Deposits		\$76,236.64
- Payments (Checks and Withdrawals)		\$86,177.59
Ending Balance as of	10/31/2022	\$738,857.67

Cleared	\$738,857.67
Statement	\$738,857.67
Difference	\$0.00

Cash Balance		
Active	101-10100 GENERAL FUND	\$301,486.62
Active	101-10700 GENERAL FUND	\$0.00
Active	211-10100 BBB Gross Receipts Tax Fund	\$59,303.97
Active	272-10100 FEMA FUND/CONSTRUCTION ACCT	\$429.11
Active	301-10100 DEBT SERVICE FUND	\$74,436.38
Active	602-10100 WATER FUND	\$134,510.01
Active	602-10700 WATER FUND	\$11,218.84
Active	602-10800 WATER FUND	\$8,335.50
Active	604-10100 SEWER FUND	\$140,781.61
Active	604-10700 SEWER FUND	\$313.83
	Cash Balance	\$730,815.87

Beginng Balance	\$748,798.62
+ Total Deposits	\$79,257.39
- Checks Written	\$97,240.14
Check Book Balance	\$730,815.87
Difference	\$0.00

TOWN OF HERMOSA

*Check Reconciliation©

Pioneer Bank & Trust
10100 CASH

Check Nbr	Vendor Name	Check Date	Amount	Cleared This Month	Amount Not Cleared	Partially Cleared Last Month
Deposit	01-20-22CS	1/20/2022	(\$399.88)	-	(\$399.88)	-
Deposit	02-15-22UB	2/15/2022	(\$1,572.45)	-	(\$1,572.45)	-
Deposit	03-22-22PSN	3/22/2022	(\$216.77)	-	(\$216.77)	-
Deposit	07-19-22PSN	7/19/2022	(\$89.80)	-	(\$89.80)	-
Deposit	07-28-22PSNa	7/28/2022	(\$182.02)	-	(\$182.02)	-
Deposit	07-28-22PSN1a	7/28/2022	(\$123.00)	-	(\$123.00)	-
Deposit	09-29-22PSN	9/29/2022	(\$89.80)	(\$89.80)	-	-
Deposit	10-03-22PSN	10/3/2022	(\$616.38)	(\$616.38)	-	-
Deposit	10-03-22PsN1	10/3/2022	(\$287.91)	(\$287.91)	-	-
Deposit	10-03-22UB	10/3/2022	(\$3.80)	(\$3.80)	-	-
Deposit	10-03-22UB	10/3/2022	(\$1,116.06)	(\$1,116.06)	-	-
Deposit	10-04-22PSN	10/4/2022	(\$89.80)	(\$89.80)	-	-
Deposit	10-15-22P	10/5/2022	(\$100.96)	(\$100.96)	-	-
Deposit	10-05-22PSN	10/5/2022	(\$927.57)	(\$927.57)	-	-
Deposit	10-05-22PSN	10/5/2022	(\$70.80)	(\$70.80)	-	-
Deposit	10-06-22PSN	10/6/2022	(\$209.60)	(\$209.60)	-	-
Deposit	10-06-22UB	10/6/2022	(\$25.78)	(\$25.78)	-	-
Deposit	10-06-22UB	10/6/2022	(\$4,151.14)	(\$4,151.14)	-	-
Deposit	10-07-22PSN	10/7/2022	(\$209.60)	(\$209.60)	-	-
Deposit	10-11-22PSN	10/11/2022	(\$862.77)	(\$862.77)	-	-
Deposit	10-11-22PSN1	10/11/2022	(\$2,242.90)	(\$2,242.90)	-	-
Deposit	10-11-22UB	10/11/2022	(\$2.05)	(\$2.05)	-	-
Deposit	10-11-22UB	10/11/2022	(\$3,593.66)	(\$3,593.66)	-	-
Deposit	10-11-22CS	10/11/2022	(\$512.50)	(\$512.50)	-	-
Deposit	10-13-22PSN	10/13/2022	(\$0.10)	(\$0.10)	-	-
Deposit	10-13-22PSN	10/13/2022	(\$313.58)	(\$313.58)	-	-
Deposit	10-13-22PSN1	10/13/2022	(\$0.87)	(\$0.87)	-	-
Deposit	10-13-22PSN1	10/13/2022	(\$285.40)	(\$285.40)	-	-
Deposit	10-13-22UB	10/13/2022	(\$1,296.50)	(\$1,296.50)	-	-
Deposit	10-13-22UB	10/13/2022	(\$0.20)	(\$0.20)	-	-
Deposit	101322REC	10/13/2022	(\$5,957.90)	(\$5,957.90)	-	-
Deposit	10-14-22PSN	10/14/2022	(\$285.00)	(\$285.00)	-	-
Deposit	10-14-22PsN1	10/14/2022	(\$205.67)	(\$205.67)	-	-
Deposit	10-14-22UB	10/14/2022	(\$285.41)	(\$285.41)	-	-
Deposit	10-14-22UB	10/14/2022	(\$1,181.09)	(\$1,181.09)	-	-
Deposit	10-17-22PSN	10/17/2022	(\$119.39)	(\$119.39)	-	-
Deposit	10-17-22PSN	10/17/2022	(\$4,252.97)	(\$4,252.97)	-	-
Deposit	10-17-22psn1	10/17/2022	(\$874.55)	(\$874.55)	-	-
Deposit	10-17-22UB	10/19/2022	(\$2,219.50)	(\$2,219.50)	-	-
Deposit	10-17-22UB	10/19/2022	(\$44.07)	(\$44.07)	-	-
Deposit	10-19-22PSN	10/19/2022	(\$908.23)	(\$908.23)	-	-
Deposit	10-19-22PSN1	10/19/2022	(\$89.80)	(\$89.80)	-	-
Deposit	10-19-22UB	10/19/2022	(\$1.50)	(\$1.50)	-	-
Deposit	10-19-22UB	10/19/2022	(\$955.64)	(\$955.64)	-	-
Deposit	10-20-22UB	10/20/2022	(\$671.78)	(\$671.78)	-	-
Deposit	10-20-22UB	10/20/2022	(\$2.63)	(\$2.63)	-	-
Deposit	20221020UB0	10/20/2022	\$89.80	-	\$89.80	-
Deposit	10-21-22PSN	10/21/2022	(\$225.80)	(\$225.80)	-	-
Deposit	10-21-22PSN1	10/21/2022	(\$119.80)	(\$119.80)	-	-

TOWN OF HERMOSA

*Check Reconciliation©

Pioneer Bank & Trust
10100 CASH

Check Nbr	Vendor Name	Check Date	Amount	Cleared This Month	Amount Not Cleared	Partially Cleared Last Month
Deposit	102422REC	10/24/2022	(\$203.75)	(\$203.75)	-	-
Deposit	102722REC	10/27/2022	(\$4,560.51)	(\$4,560.51)	-	-
Deposit	102722REC-2	10/27/2022	(\$585.29)	(\$585.29)	-	-
Deposit	102722REC-3	10/27/2022	(\$718.89)	(\$718.89)	-	-
Deposit	102722REC-4	10/27/2022	(\$2,078.88)	(\$2,078.88)	-	-
Deposit	102722REC-5	10/27/2022	(\$25,297.45)	(\$25,297.45)	-	-
Deposit	10-31-22psn	10/31/2022	(\$324.23)	-	(\$324.23)	-
Deposit	10-31-22psn1	10/31/2022	(\$202.40)	-	(\$202.40)	-
Deposit	10-31-22UB	10/31/2022	(\$1,077.60)	(\$1,077.60)	-	-
Deposit	10-31-22UBA	10/31/2022	(\$3,901.96)	(\$3,901.96)	-	-
Deposit	10-31-22UBA	10/31/2022	(\$30.73)	(\$30.73)	-	-
Deposit	10-31-22UBB	10/31/2022	(\$1,285.36)	(\$1,285.36)	-	-
Deposit	10-31-22UBB	10/31/2022	(\$19.44)	(\$19.44)	-	-
Deposit	20221025E01	10/31/2022	(\$100.00)	(\$100.00)	-	-
Deposit	20221025E01	10/31/2022	(\$89.80)	(\$89.80)	-	-
Deposit	20221025E00	10/31/2022	(\$50.36)	(\$50.36)	-	-
Deposit	20221025E00	10/31/2022	(\$803.08)	(\$803.08)	-	-
Deposit	Oct22INTPAID	11/4/2022	(\$23.08)	(\$23.08)	-	-
001148E	Rural Development	9/30/2022	\$1,278.00	\$1,278.00	-	-
001149E	Rural Development	9/30/2022	\$417.00	\$417.00	-	-
001150E	Rural Development	9/30/2022	\$222.00	\$222.00	-	-
001151E	BH Electric Coop	9/30/2022	\$3,564.14	\$3,564.14	-	-
001152E	A & B Business Equipment, Inc.	9/30/2022	\$560.28	\$560.28	-	-
001153E	PAYMENT SERVICE NETWORK	10/8/2022	\$133.40	\$133.40	-	-
001154E	Sanders Sanitation	10/8/2022	\$4,156.91	\$4,156.91	-	-
001155E	US Bank	10/8/2022	\$3,820.54	\$3,820.54	-	-
001156E	Pioneer Bank & Trust	10/8/2022	\$405.34	\$405.34	-	-
001157E	Pioneer Bank & Trust	10/8/2022	\$25.00	\$25.00	-	-
001158E	EFTPS	10/9/2022	\$662.41	\$662.41	-	-
001159E	Mt Rushmore Telephone	10/18/2022	\$241.63	\$241.63	-	-
001160E	LINGO	10/18/2022	\$60.63	\$60.63	-	-
001161E	BH Electric Coop	10/18/2022	\$3,296.74	-	\$3,296.74	-
001162E	EFTPS	10/26/2022	\$836.75	\$836.75	-	-
014739	LEISING, COURTNEY	7/31/2018	\$28.00	-	\$28.00	-
014897	TAYLOR, KIM	12/4/2018	\$14.00	-	\$14.00	-
014979	REICHARDT-GUNHAMMER, DUSTIN	2/4/2019	\$16.38	-	\$16.38	-
015186	VERIZON CONNECT NWF, INC	7/18/2019	\$37.90	-	\$37.90	-
015252	PENA, RAY	9/3/2019	\$32.75	-	\$32.75	-
015360	ALFSON, RICK	12/3/2019	\$50.00	-	\$50.00	-
015544	BIRCH COMMUNICATIONS	4/7/2020	\$23.09	-	\$23.09	-
015702	BIRCH COMMUNICATIONS	7/17/2020	\$25.32	-	\$25.32	-
015777	SCHREURS, ASHLEY	9/2/2020	\$105.63	-	\$105.63	-
015832	Mt Rushmore Telephone	10/8/2020	\$219.55	-	\$219.55	-
015928	Karp, Mike	12/16/2020	\$16.50	-	\$16.50	-
015959	Impressions Rubber Stamp, Inc.	1/8/2021	\$45.74	-	\$45.74	-
016091	JONES, NORMAN	4/8/2021	\$5.67	-	\$5.67	-
016166	ALEXANDER, ASHLEY	6/3/2021	\$34.91	-	\$34.91	-
016174	Holsworth, Dan & Deb	6/3/2021	\$15.40	-	\$15.40	-
016266	CHILDRESS, ERIN	7/22/2021	\$27.83	-	\$27.83	-

TOWN OF HERMOSA

*Check Reconciliation©

Pioneer Bank & Trust
10100 CASH

Check Nbr	Vendor Name	Check Date	Amount	Cleared This Month	Amount Not Cleared	Partially Cleared Last Month
016282	A & B Business Equipment, Inc.	8/3/2021	\$586.75	-	\$586.75	-
016387	MAYCLIN, MARK AND CLEONE	10/5/2021	\$67.37	-	\$67.37	-
016427	ALLEN, TYLER	11/3/2021	\$5.02	-	\$5.02	-
016531	MAUDE, LEANN	1/6/2022	\$25.00	-	\$25.00	-
016695	South Dakota Municipal League	5/4/2022	\$156.00	-	\$156.00	-
016722	FLUG, BERNHARD	6/8/2022	\$14.08	-	\$14.08	-
016726	IRVINE, CHUCK	6/8/2022	\$10.00	-	\$10.00	-
016852	Ferguson, Chuck	9/22/2022	\$2,446.34	\$2,446.34	-	-
016853	G. J. Holsworth & Son, Inc.	9/22/2022	\$1,500.00	\$1,500.00	-	-
016855	HAGG & HAGG, LLP	9/22/2022	\$10,583.35	\$10,583.35	-	-
016856	LINGO	9/22/2022	\$0.00	-	-	-
016858	Summit Signs & Supply, Inc.	9/22/2022	\$382.50	\$382.50	-	-
016860	Belt, Vonda	9/30/2022	\$186.09	\$186.09	-	-
016861	Henrichsen, Vicki L	9/30/2022	\$138.52	\$138.52	-	-
016862	Holsworth, Danny J.	9/30/2022	\$138.52	\$138.52	-	-
016863	Kramer, Linda M.	9/30/2022	\$196.35	\$196.35	-	-
016864	Schumack, Terri V	9/30/2022	\$138.52	\$138.52	-	-
016865	Thomason, Brett	9/30/2022	\$69.26	\$69.26	-	-
016866	Boddicker, Gail L.	9/30/2022	\$1,186.88	\$1,186.88	-	-
016867	Swier-Dybvig, Jill	9/30/2022	\$1,018.49	\$1,018.49	-	-
016868	Harris, Joan E.	9/30/2022	\$258.58	\$258.58	-	-
016869	Henrichsen, Vicki L	9/30/2022	\$55.41	\$55.41	-	-
016870	Holsworth, Danny J.	9/30/2022	\$27.70	\$27.70	-	-
016871	Irvine, Charles	9/30/2022	\$193.93	\$193.93	-	-
016872	Schumack, Terri V	9/30/2022	\$110.82	\$110.82	-	-
016873	Thomason, Brett	9/30/2022	\$27.70	\$27.70	-	-
016874	Waltman, Lon	9/30/2022	\$166.23	\$166.23	-	-
016875	ARLEDGE, DAVID	10/8/2022	\$125.00	-	\$125.00	-
016876	BAKER MUDJACKING LLC	10/8/2022	\$2,346.94	\$2,346.94	-	-
016877	BARBER, TIM	10/8/2022	\$50.00	\$50.00	-	-
016878	BODDICKER, GAIL	10/8/2022	\$160.00	\$160.00	-	-
016879	CASS, CINDY	10/8/2022	\$53.16	\$53.16	-	-
016880	DUSTBUSTERS ENTERPRISES INC.	10/8/2022	\$13,541.00	\$13,541.00	-	-
016881	GWORKS	10/8/2022	\$4,080.00	\$4,080.00	-	-
016882	Health Pool of South Dakota	10/8/2022	\$882.97	\$882.97	-	-
016883	JOHNSON LAW OFFICE	10/8/2022	\$314.50	\$314.50	-	-
016884	Midco Diving & Marine Services	10/8/2022	\$3,724.50	\$3,724.50	-	-
016885	Miller Construction	10/8/2022	\$459.00	\$459.00	-	-
016886	ODP Business Solutions	10/8/2022	\$172.33	\$172.33	-	-
016887	SD Assoc Rural Water Systems	10/8/2022	\$930.00	\$930.00	-	-
016888	SD DOT	10/8/2022	\$336.03	\$336.03	-	-
016889	SD Retirement System	10/8/2022	\$699.48	\$699.48	-	-
016890	Southern Hills Publishing Inc.	10/8/2022	\$359.82	\$359.82	-	-
016891	Boddicker, Gail L.	10/14/2022	\$1,394.41	\$1,394.41	-	-
016892	Swier-Dybvig, Jill	10/14/2022	\$1,009.40	\$1,009.40	-	-
016893	AIM HIGH TREE SERVICE	10/18/2022	\$2,625.00	\$2,625.00	-	-
016894	BELT, VONDA	10/18/2022	\$18.33	-	\$18.33	-
016895	Custer County Sheriff	10/18/2022	\$15,333.34	\$15,333.34	-	-
016896	DANR	10/18/2022	\$100.00	\$100.00	-	-

TOWN OF HERMOSA

***Check Reconciliation©**

**Pioneer Bank & Trust
10100 CASH**

Check Nbr	Vendor Name	Check Date	Amount	Cleared This Month	Amount Not Cleared	Partially Cleared Last Month
016897	DIVISION OF CRIMINAL INVESTIGATIO	10/18/2022	\$26.75	\$26.75	-	-
016898	Golden West Technologies	10/18/2022	\$563.50	\$563.50	-	-
016899	METERING&TECHNOLOGY SOLUTION	10/18/2022	\$657.60	\$657.60	-	-
016900	Mid Continent Testing Lab	10/18/2022	\$382.00	\$382.00	-	-
016901	Nelson's Oil & Gas	10/18/2022	\$173.60	\$173.60	-	-
016902	ODP Business Solutions	10/18/2022	\$55.70	-	\$55.70	-
016903	SDML WORKERSCOMPENSATION FU	10/18/2022	\$462.00	\$462.00	-	-
016904	SERVISS, MONIKA	10/18/2022	\$20.00	-	\$20.00	-
016905	SOUTH DAKOTA 811	10/18/2022	\$131.04	\$131.04	-	-
016906	Summit Signs & Supply, Inc.	10/18/2022	\$386.00	-	\$386.00	-
016907	VANWAY TROPHY	10/18/2022	\$17.50	-	\$17.50	-
016908	Belt, Vonda	10/31/2022	\$96.04	-	\$96.04	-
016909	Henrichsen, Vicki L	10/31/2022	\$69.26	-	\$69.26	-
016910	Holsworth, Danny J.	10/31/2022	\$184.70	-	\$184.70	-
016911	Kramer, Linda M.	10/31/2022	\$255.46	-	\$255.46	-
016912	Schumack, Terri V	10/31/2022	\$138.52	-	\$138.52	-
016913	Thomason, Brett	10/31/2022	\$184.70	-	\$184.70	-
016914	Boddicker, Gail L.	10/31/2022	\$1,186.88	-	\$1,186.88	-
016915	Swier-Dybvig, Jill	10/31/2022	\$1,018.49	-	\$1,018.49	-
016916	Ferguson, Chuck	10/31/2022	\$2,446.34	-	\$2,446.34	-

Receipts/Deposits	(\$79,257.39)	(\$76,236.64)	(\$3,020.75)	\$0.00
Payments/Withdrawal	\$11,062.55	\$86,177.59	\$11,062.55	\$0.00

Total Deposits	(\$79,257.39)
Total Checks Written	\$97,240.14
(Outstanding + Cleared	

*Next month items not included in Total Deposits & Checks Written

13F

Jerald E Styles
24549 Highway 79
PO Box 300
Hermosa, SD 57744

November 3, 2022
Board of Trustees Town of Hermosa
PO Box 298
Hermosa, SD 57744

Re: Town of Hermosa Board of Trustees (BOT) vacant position

Dear Board of Trustees

I am submitting my letter of intent, for the vacant position on the BOT, for consideration for appointment by the BOT. I have a degree in Civil Engineering from South Dakota State University where I graduated in the top five percent of all students graduating. My degree and past work history provides me the knowledge and judgment required to serve the citizens of Hermosa during these critical times. My past attendance at the Town BOT and P&Z meetings, the fact I have read and made myself knowledgeable of all Town Ordinances and I have either attended or listened to the recording of all BOT meeting for the past 3 years shows my commitment to the citizens of Hermosa. I have read the Handbook put out by the South Dakota Municipal League to understand the responsibilities of the Trustees.

I spent 11 years active duty in the Air Force and 17 years in the Air Force Reserve retiring as a Lt Colonel with the last assignment being at Space Command Headquarters. I also worked Civil Service for 22 years in Facility Maintenance and Environmental Compliance. My military time was spent in environmental compliance/restoration/spill response for the USAF here in SD and seven other states.

As one example, I was the Remedial Program Manager for McClellan AFB in CA, the Air Forces largest environmental cleanup facility. Our budget was over \$50 million per year, my staff and contractors were responsible for writing work plans for investigative work and developing design packages for remediation systems. These items had to go to the State of CA Environmental Protection, Region 9 EPA, State of CA Water Quality Control Board, and the State of CA Air Quality Control Board for review and approval. During this time, I demonstrated my ability to be a team player because prior to any field work, review and approval had to be given by all agencies. I have extensive experience in writing contracts and managing them to ensure the Air Force got the best price and best outcome.

While working in the Facility Maintenance at Ellsworth AFB I was responsible for developing projects for water, sewer, roads and demolition of old facilities and old runways and airplane parking facilities. I developed projects and monitored the implementation of over \$10 million in water system repairs, over \$12 million in sewer system repair, developed over \$3 million in road projects, and wrote and implemented over \$5 million in demolition projects. I was also the Air Force point of contact for working to establish the Box Elder and EAFB Regional Wastewater Treatment Plant. A project which was key to the rapid growth of the City of Box Elder.

As current owner of Southern Hills RV Park & Campground here in the Town of Hermosa and past owner of a large cow calf operation in Fall River County I understand the importance of budgeting and finance management. As a Lt Colonel in the Air Force I am very aware of even the appearance of a conflict of interest, and the importance of integrity in all things I do.

I request the BOT consider and appoint me for the vacant position on the BOT for the Town of Hermosa. I look forward to working with each board member to ensure the future of Hermosa is one of growth and prosperity.

Sincerely

'signed'

Jerald E Styles

RE: Letter of Intent

From: Chuck Irvine

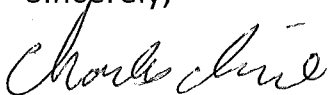
Hermosa Board of Trustees,

I am submitting this letter of Intent for the open position BOT seat. I have served on the P&Z board and have learned a lot and enjoy helping the community. I live in Hermosa now and have for most of my life. I have life experiences and a degree in Design Engineering. I have owned my own business and traveled extensively. The 3 years I have been working and volunteering in the community have been very rewarding.

I think I would be the right choice for this position. I am excited to there and work with all the BOT members.

Thank you for your time and consideration.

Sincerely,

A handwritten signature in cursive script that reads "Chuck Irvine".

Chuck Irvine

CHAPTER 153: MOBILE HOMES; PARKS

Section

153.01 Mobile homes on residential building lots

153.02 New mobile home parks and additions

153.99 Penalty

§ 153.01 MOBILE HOMES ON RESIDENTIAL BUILDING LOTS.

(A) Definition of mobile homes. A movable living unit designed for year-round occupancy which: is capable of being towed on its own chassis; is completely finished prior to delivery; and has a manufacturer's serial number which may be reported to the County Director of Equalization for tangible personal property taxation differentiating it from other types of dwelling structures, as may be required by SDCL § 10-4-2.4. A detachable hitch assembly and/or a perimeter frame or the placement of the unit upon a permanent foundation shall not be construed as creating a dwelling unit as described in the Uniform Building Code.

(B) Single-wide mobile homes. Single-wide mobile homes shall be located on R-2 lots.

(C) Requirements. The following property standards shall apply for all mobile homes whether or not located in mobile home parks:

(1) All mobile homes shall be set back from street right-of-way lines and lot lines to comply with the following requirements:

(a) Minimum depth of front yard shall be 20 feet and backyard shall be 15 feet. In no case shall an accessory building be located to extend into the front yard;

(b) Each side yard shall not be less than ten feet in width; and

(c) Unattached buildings of accessory use shall not be located closer than five feet to any rear lot line and there shall be a side yard of not less than ten feet.

(2) No mobile home shall be placed within the town limits that was manufactured more than 20 years before the date of application. ~~A variance may be issued upon approval of the Board of Trustees.~~

(3) For each mobile home there shall be a lot area of not less than 6,500 square feet for single wide mobile homes, and 7,500 square feet for double wide mobile homes and 8,500 square feet for triple wide mobile homes.

(4) Mobile homes shall be properly blocked and skirted with a durable, secure material that conforms with Fire Code in a pleasing and attractive manner within 60 days of placement on the lot.

(5) Mobile homes shall be anchored in accordance with state law or insurance industry standards, whichever provides the more stringent controls, within 60 days of placement on the lot.

(6) All yard areas and open spaces shall be landscaped and maintained in a neat condition.

(7) Lots having frontage on more than one street shall provide the required front yard/setbacks along each street.

(8) All mobile homes shall be connected to public water and sewer systems and comply with the Uniform Plumbing Code. Each individual water connection shall be metered in accordance with standards adopted by the town.

(9) Mobile homes shall be electrically grounded in conformance to code requirements.

(D) Permit required. No mobile home may be placed or replaced on a lot or moved out of town without a moving/building permit, approved by both the Planning and Zoning Commission and Board of Trustees and issued by the Finance Officer, and shall comply with the following.

(1) Any property having been previously occupied by a mobile home within the last one year next preceding the application can be used by the owner thereof for the parking of a mobile home without obtaining written permission from the adjoining landowners.

(2) Size and dimension of the mobile home shall be so stated and shall be accompanied by a site plan to include accessory structure(s) and off-street parking plans.

(3) All provisions of this section shall be met within 120 days of placement unless sooner required by a specific provision.

(E) Violation. It shall be unlawful to use any land in violation of any regulation in this chapter.

(Ord. 10.019B, passed 5-4-2004; Ord. 10.019C, passed 8-16-2011) Penalty, see § 153.99

§ 153.02 NEW MOBILE HOME PARKS AND ADDITIONS.

(A) Property development standards. The following property development standards shall apply to all new mobile home parks or any additions to existing mobile home parks unless otherwise stated.

(1) For all new mobile home parks, no parcel of land containing less than two mobile home spaces on one lot, available at the time of first occupancy, may be used as a mobile home park.

(2) The mobile home park or additions to existing parks shall be located on a well-drained site, properly graded to ensure rapid drainage free from stagnant pools of water. Mobile homes shall be situated above the regulatory flood protection elevation in accordance with accepted floodplain construction practices and standards. The developer shall provide an engineered drainage study or plan to be approved by the Town Engineer.

(3) Yards:

(a) Each mobile home lot shall have a rear yard of not less than 15 feet and a side yard on both sides of the parcel devoted to the use of not less than eight feet; and

(b) Where a side or rear yard abuts a street, the yard shall not be less than 20 feet and all yards shall be landscaped and maintained. All dirt surfaces shall be covered with grass or other landscape material so as to limit airborne dust.

(4) Each mobile home park shall be permitted to display on each street frontage, one identifying sign of a maximum size of nine square feet. The sign shall contain thereon only the name and address of the mobile home park and may be lighted by indirect lighting only.

(5) The Town Board may issue a permit applied for under this subchapter upon compliance by the applicant with the provisions of this chapter and regulations adopted pursuant to this chapter.

(B) Sufficient size. Each mobile home park shall be of sufficient size that in addition to the mobile home spaces, the following areas shall be provided:

(1) Greenway or recreation areas of no less than 500 square feet for each unit lot or one acre for the entire park, whichever is less. The area shall be contiguous and may be located anywhere within the park;

(2) There shall be a front yard setback of 20 feet from all access roads within the mobile home park; and

(3) There shall be at least two paved or graveled street parking spaces for each mobile home space, which shall be on the same site as the mobile home served, and may be located in the front, rear or side yard of the mobile home space.

(C) General provisions. The following provisions shall apply to all new mobile home parks or mobile home park additions.

(1) There shall be established and maintained within each park an automobile parking area for the use of guests. The number of spaces within this area shall be equal to one for every four trailer sites.

(2) Access roads within a mobile home park, shall be paved or graveled to a width of not less than 24 feet. Where access roads are paved to a width of 41 feet or more, the required guest parking area shall be waived.

(3) Mobile home spaces may abut upon a driveway of not less than 20 feet in width, which shall have unobstructed access to the access road within the mobile home park.

Vehicular access shall be provided from a public street and all dead-end driveways shall include adequate emergency vehicle turning space.

(4) Each mobile home space shall be provided with a metered water service and a connection to the public sanitary sewer system.

(5) Each mobile home park shall have an on-site manager and each park shall provide the service buildings as are necessary to provide facilities for storage space for supplies, maintenance materials and equipment.

(6) Cabanas, decks, porches and other similar structures shall be subject to building permit regulations.

(7) Mobile homes shall not be used for commercial, industrial or other nonresidential uses within mobile home parks.

(8) Mobile homes shall be electrically grounded, blocked, anchored and skirted in accordance with all applicable codes and ordinances.

(9) Each mobile home shall be placed on a pad. A minimum depth of six inches of 95 compacted ratio gravel or other suitable pavement material or concrete shall be installed for each space. The size shall be suitable for the size of mobile home, allowing for appropriate setbacks.

(10) Fire protection within the mobile home park shall be as follows.

(a) Mobile home parks shall be kept free of litter, rubbish and any flammable materials. The same must be stored in a safe and reasonable manner consistent with all town ordinance and fire codes.

(b) Portable fire extinguishers of a type approved by the State Fire Marshal shall be kept in the service buildings and in all other park locations as named by the Chief of the Fire Department, and shall be maintained in good operating condition.

(c) Fire hydrants shall be located within 400 feet of each mobile home.

(d) All trash burners or other open fires are prohibited.

(e) Trash service shall be provided by each mobile home park.

(D) Application for permit. An application for a new mobile home park annual permit shall be regulated hereunder and as in the town-adopted Building Code.

(1) Three copies of the plot plan, drawn to scale shall accompany each application. The copies shall be reviewed and approved by the Planning and Zoning Commission and the Board of Trustees.

(2) The application for annual permit shall be in an amount set by the Board of Trustees, as per the current fee schedule for the first lot and an amount set by the Board of Trustees, as per the current fee schedule for each additional lot thereafter and shall be filed with and issued by the Finance Officer.

(3) The following information shall be shown:

- (a) The location and legal description of the proposed mobile home park;
- (b) Plans and specifications of all buildings, improvements and facilities constructed or to be constructed within the mobile home park;
- (c) The proposed use of buildings shown on site;
- (d) The location and size of all mobile home spaces;
- (e) The location of all points of entry and exit for motor vehicles and internal circulation;
- (f) The location of all lighting standards to be provided;
- (g) The location of all walls and fences and the indication of their height and the materials of their construction;
- (h) The name, address and phone number of the applicant;
- (i) Other architectural and engineering data as may be required to permit the Planning and Zoning Commission and Board of Trustees to determine if the provisions of this chapter are being complied with; and
- (j) A time schedule for development shall be prepared, which shall demonstrate the applicant's readiness and ability to provide the proposed services and all required improvements, completed within one year.

(E) Annual permit.

(1) A non-transferable annual mobile home permit shall be required for each mobile home park within the town limits.

(2) The annual cost of the permit shall be as follows:

- (a) First mobile home lot: \$100;
- (b) Each additional mobile home lot: \$20 occupied or unoccupied; and
- (c) Any mobile home park adding spaces during the permit year shall pay the sum of \$20 per additional lot within 30 days of final construction of each lot.

(3) Annual fees shall be due and payable by January 31 for the year of the permit.

(4) Penalty for late payment or non-payment shall accrue at the rate of \$50 per day for each day in arrears.

(5) Failure to pay fees as set forth herein or any other violation of town ordinance may result in the revocation of the mobile home operating permit. The revocation shall not occur without 30-day notice for the owner to meet compliance.

(Ord. 10.019B, passed 5-4-2004)

§ 153.99 PENALTY.

Any person, firm, association or corporation who violates, disobeys, omits, neglects or refuses to comply with, or resists the enforcement of, any of the provisions of this chapter shall, upon conviction thereof, be subject to a fine of \$100 together in addition to the cost of the enforcement action, including, but not limited to, reasonable attorney fees, expert fees and inspector fees. Each day of violation shall constitute a separate offense. Compliance therewith may also be enforced by injunctive order at the suit of the petitioner or the owner of real estate within the district affected by the regulation of this chapter.

(Ord. 10.019B, passed 5-4-2004)

CHAPTER 52: GARBAGE AND REFUSE

Section

- 52.01 Definitions
- 52.02 Family domestic units collection and containers
- 52.03 Yard waste collection
- 52.04 Collection charges
- 52.05 Unlawful deposits
- 52.06 Scavenging
- 52.07 Burning
- 52.99 Penalty

§ 52.01 DEFINITIONS.

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

FAMILY DOMESTIC UNIT. Any single independent family unit, irrespective of the number of persons constituting the family, but shall not include a situation where more than one family lives together in any single residence or abode, but in such situation, each of the independent families shall be deemed and regarded as a separate and distinct family domestic unit. Each independent family unit living in a multiple dwelling residence, apartment house, or any type of residence (including mobile homes other than mobile homes in a licensed mobile home court) shall each be deemed a FAMILY DOMESTIC UNIT for the purposes of this chapter. A rooming house that supplies lodging only for hire and which does not serve meals to any lodgers and does not permit cooking and eating on the premises shall be deemed a FAMILY DOMESTIC UNIT for the purposes of this chapter.

GARBAGE. Solid and semisolid putrescible animal and vegetable wastes resulting from the handling, preparing, cooking, storing, serving or consuming of food, or of material intended for use as food, and all offal, excluding useful industrial byproducts, from all public and private establishments and from all residences.

MULTI-FAMILY UNIT. A residential duplex to four-plex unit for the purpose of town garbage collection.

REFUSE. Putrescible and non-putrescible wastes, including, but not limited to, garbage, rubbish, ashes, incinerator ash, incinerator residues, street cleanings, market and industrial solid wastes, and sewage treatment wastes in dry or semisolid form.

RUBBISH. Non-putrescible solid waste consisting of combustible and noncombustible wastes, such as ashes, paper, cardboard, tin cans, yard clippings, wood, glass, bedding, crockery, trees or portions of trees, or other litter with similar properties.

SCAVENGING. The unauthorized removal of an item(s) from a town-owned garbage can, recycling can, roll-off container, or solid waste property, including the landfill and material recovery facility.

YARD WASTE. Natural, non-putrescible solid vegetation waste produced by commercial or private residential landscaping activities. The waste shall include lawn cuttings, lawn rakings, branches, trees, garden waste, and other similar waste vegetative material, all free of other debris or rubbish.

(Ord. passed 6-19-2018)

§ 52.02 FAMILY DOMESTIC UNITS COLLECTION AND CONTAINERS.

The town shall contract for all residential garbage and trash collection within the town including single-family or multi-family, up to and including 4-plex units; residents receiving garbage service are required to utilize the contracted service provider through the municipality. All residents of single family residences and multi-family units within the town receiving town garbage service shall pay the charges and fees specified in resolution and shall comply with the following rules and regulations pertaining to the collection of trash and garbage.

(A) Residents of the town, subject to this chapter, shall comply with collection approved by the town in the manner which follows:

(1) All residents of the town and each family unit (single through 4-plex) who are subject to this chapter shall be issued one collection container by the contracted service provider.

(2) Each family unit (single through 4-plex) shall have one collection container for garbage unless a request is submitted at town hall.

(3) Only garbage service provided collection containers shall be allowed for use.

(4) All requirements of the garbage service provider shall be followed.

(5) If the container is stored outside, it shall be kept so as to protect the container and its content from animals. Garbage placed in the containers shall be bagged and tied to prevent blowing during collection. Loose garbage placed in the container is prohibited.

(6) Residents should place the collection containers in a location suitable and readily accessible for collection by the collection truck no later than 6:00 a.m. on the scheduled collection day. Containers shall be removed from the curb within 24 hours of being emptied.

(B) Residents of the town are responsible for picking up trash and garbage from tipped containers.

(C) If a collection container becomes unusable due to damages resulting from causes other than the collection truck, the resident shall be responsible for purchasing a new container from the service provider.

(Ord. passed 6-19-2018)

§ 52.03 YARD WASTE COLLECTION.

Yard waste collection is limited to residents who live within municipal town limits. ~~persons who have garbage service with the town.~~ Yard waste will not be collected for disposal, it must be delivered without any container to the yard waste disposal containers located on 1st Street. No yard waste shall be commingled with any trash, rubbish, infectious or hazardous waste, or other non-yard waste materials.

(Ord. passed 6-19-2018)

§ 52.04 COLLECTION CHARGES.

(A) The town shall make a charge for each month for the collection of refuse from each family domestic unit. The charge shall be billed on the monthly water bill to each family domestic unit and shall be immediately due and payable upon the billing date. It shall be payable with, and in addition to, the water bill.

(B) In the event refuse collection is provided by the town under the provisions of this chapter to a family domestic unit within the garbage service district not independently served by the town water service and billed therefor, the owner and occupant of the dwelling unit occupied by the family domestic unit shall be billed for each month at the same rate that the water users are billed. The refuse collection charge shall be forthwith payable to the town by either the owner or occupant of the dwelling unit.

(C) Bills shall be payable at the Town Finance Office or at the authorized bank depository by automatic withdrawal upon enrollment.

(D) The rates for any and all charges the town shall make under this provision shall be prescribed by resolution of the Common Council.

(E) In addition to the foregoing methods of billing and collecting the charges for refuse collection, the Finance Officer, with the approval of the Board of Trustees, may from time to time adopt, use, and enforce such other methods of billing and collection of the charges as may be reasonably efficient, feasible, and appropriate, to the end that in every case all collection charges provided by this section shall be paid.

(Ord. passed 6-19-2018)

§ 52.05 UNLAWFUL DEPOSITS.

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

(Ord. passed 6-19-2018)

§ 52.06 SCAVENGING.

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

(Ord. passed 6-19-2018)

§ 52.07 BURNING.

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

(Ord. passed 6-19-2018)

§ 52.99 PENALTY.

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

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

(Ord. passed 6-19-2018)

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

1. **PARTIES:**

The parties to this agreement are Corner Pantry- Hermosa of Hermosa, S.D., hereinafter referred to as the "Operator" and the Town of Hermosa, a political subdivision of the State of South Dakota, hereinafter referred to as the "Town".

2. **PURPOSE:**

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

3. **PROPERTY:**

The real property subject to the terms of this agreement is commonly known as: Corner Panty located in the City of Hermosa, Custer County, State of South Dakota.

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

This agreement shall expire the 31st day of December, 2023.

5. **RENEWAL:**

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

6. **OBLIGATIONS OF OPERATOR:**

- a) The Operator shall be responsible for all operating expenses including, but not limited to, utilities, purchase of all liquor, taxes, insurance and license fees, if any.
- b) Cancellation of the agreement shall be made upon ninety (90) days written notice by either party.
- c) The Operator shall furnish a suitable building situated upon the following described real property: Highway 79, 25 N. Heartland Express, Suite 101, City of Hermosa, Custer County, State of South Dakota.
- d) Operator shall operate said on-sale establishment so situated and arranged and the business operated therein to be so conducted as to be in conformity with the ordinances of the Town of Hermosa and the laws of the State of South Dakota.
- e) Operator shall operate said off-sale establishment only on the days and during the hours specified by ordinance of the governing body of the Town and also in conformity with the laws of the State of South Dakota. This shall not be construed to mean, however, that there exists any restriction on the seasonal operation of the business provided all license fees hereunder are paid in a timely manner and Operator is in compliance with all laws and town ordinances. Furthermore, the

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

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

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

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

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



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

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

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

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

8. **LIABILITY INSURANCE:**

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

9. **ASSIGNMENT:**

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

10. **LICENSES/FEES:**

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

11. **AREA OF LICENSE:**

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

12. **CANCELLATION AND TERMINATION:**

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

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13. **VIDEO LOTTERY MACHINES:**

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

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

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

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

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

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


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21. **CAPTIONS:**

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

TOWN BOARD APPROVAL DATE: _____

OPERATOR:

By: 
Troy Erickson
President

DATE: 11/11/22

ITS: President

DATE: _____

TOWN OF HERMOSA:

Dan Holsworth
Town Board President

DATE: _____

ATTEST:

Gail Boddicker
Finance Officer

DATE: _____

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

1. **PARTIES:**

The parties to this agreement are **Hermosa Deli & Lounge** of Hermosa, S.D., hereinafter referred to as the "Operator" and the Town of Hermosa, a political subdivision of the State of South Dakota, hereinafter referred to as the "Town".

2. **PURPOSE:**

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

3. **PROPERTY:**

The real property subject to the terms of this agreement is commonly known as: **Hermosa Deli & Lounge** located in the City of Hermosa, Custer County, State of South Dakota.

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

This agreement shall expire the 31st day of December, 2023.

5. **RENEWAL:**

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

6. **OBLIGATIONS OF OPERATOR:**

- a) The Operator shall be responsible for all operating expenses including, but not limited to, utilities, purchase of all liquor, taxes, insurance and license fees, if any.
- b) Cancellation of the agreement shall be made upon ninety (90) days written notice by either party.
- c) The Operator shall furnish a suitable building situated upon the following described real property: **Highway 79, 25 N. Heartland Express, Suite 101**, City of Hermosa, Custer County, State of South Dakota.
- d) Operator shall operate said on-sale establishment so situated and arranged and the business operated therein to be so conducted as to be in conformity with the ordinances of the Town of Hermosa and the laws of the State of South Dakota.
- e) Operator shall operate said off-sale establishment only on the days and during the hours specified by ordinance of the governing body of the Town and also in conformity with the laws of the State of South Dakota. This shall not be construed to mean, however, that there exists any restriction on the seasonal operation of the business provided all license fees hereunder are paid in a timely manner and Operator is in compliance with all laws and town ordinances. Furthermore, the

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

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

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

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

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

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

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

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

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

8. **LIABILITY INSURANCE:**

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

9. **ASSIGNMENT:**

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

10. **LICENSES/FEEES:**

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

11. **AREA OF LICENSE:**

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

12. **CANCELLATION AND TERMINATION:**

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

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13. **VIDEO LOTTERY MACHINES:**

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

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

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

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

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

14. **NOTICE:**

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

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

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

16. **MUTUAL OBLIGATIONS:**

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

17. **MODIFICATIONS:**

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

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

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

19. **INTEGRATION:**

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

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

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


A.S.

21. CAPTIONS:

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

TOWN BOARD APPROVAL DATE: _____

OPERATOR:

By: 
Troy Erickson, President

DATE: 11/10/2022

ITS: PRESIDENT

DATE: _____

TOWN OF HERMOSA:

Dan Holsworth
Town Board President

DATE: _____

ATTEST:

Gail Boddicker
Finance Officer

DATE: _____

13H3

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

1. **PARTIES:**

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

2. **PURPOSE:**

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

3. **PROPERTY:**

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

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

This agreement shall expire the 31st day of December, 2023.

5. **RENEWAL:**

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

6. **OBLIGATIONS OF OPERATOR:**

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

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

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

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

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

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

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

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

8. **LIABILITY INSURANCE:**

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

9. **ASSIGNMENT:**

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

10. **LICENSES/FEES:**

- a) Operator agrees to pay the one-time initial licensing fee for a Full-Service Restaurant license equal to one dollar for each person residing within the municipality, as measured by the last preceding decennial federal census (2010), totaling Three Hundred Ninety Eight Dollars (\$398), as outlined within Alcohol Ordinance #4, Section 4.06E.
- b) Operator agrees to pay the sum of One Thousand Five Hundred Dollars (\$1,500.00) per year for a Full-Service Restaurant license, plus 5% of all liquor, wine, and beer purchases. Said sum shall be payable at the rate of **One Hundred Twenty Five Dollars (\$125) per month, and 5% of the liquor, wine, and beer purchases by the operator for the previous month. Proof of purchases (i.e. copies of invoices from the distributor) of the same must accompany payment each month.** Purchases will be verified by the distributor at the discretion of the Finance Officer. **Payments are to be made on the first (1st) day of each month with the right of prepayment.** In the event the Operator does not pay the monthly license fee by the close of business on the fifth (5th) day of each month to the Finance Officer at the Hermosa Town Office, PO Box 298, Hermosa, SD 57744, the license may be suspended immediately and Operator shall be subject to a \$50.00 late fee, plus \$25.00 per week thereafter. To redeem the license, the Operator shall pay three (3) monthly payments in advance in addition to the late fees. In addition, any returned checks will be subject to an additional \$100.00 penalty and \$35.00 fee at the first offense. Subsequent returned checks will result in payment terms of cash or money order only. Upon receipt of a returned check the license may be revoked immediately.
- c) The Operator agrees to maintain in good standing a South Dakota Video Lottery License and to operate not less than zero (0) video lottery terminals. The Operator further agrees to pay the Town (\$ -0-) per year, per video lottery machine, in addition to the license fee as permitted in SDCL 35-4-103.
- d) Operator shall purchase liquor, beer and wine (if applicable) directly from authorized liquor distributors in conformance with all applicable state laws.

11. **AREA OF LICENSE:**

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

12. **CANCELLATION AND TERMINATION:**

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

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

13. **VIDEO LOTTERY MACHINES:**

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

14. **NOTICE:**

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

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

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

16. **MUTUAL OBLIGATIONS:**

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

17. **MODIFICATIONS:**

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

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

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

19. **INTEGRATION:**

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

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

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

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

21. **CAPTIONS:**

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

TOWN BOARD APPROVAL DATE:

OPERATOR(S):

By: _____
(John Wiles) Owner

DATE: _____

By: _____
(Crystal Wiles) Owner

DATE: _____

ITS: _____

DATE: _____

TOWN OF HERMOSA:

Dan Holsworth, Board President

DATE: _____

ATTEST:

Gail Boddicker, Finance Officer

DATE: _____

§ 116.02 LICENSE AND OPERATING AGREEMENT REQUIRED.

It is a violation of this chapter to transact any business involving the sale of alcohol, wine, or malt beverages without first obtaining a license required by this chapter and SDCL Title 35, and entering into an annual operating agreement with the town. Any violation is subject to the general penalty of § 10.99. (Ord. 4.0, passed 9-15-2015)

§ 116.03 LICENSE REISSUANCE.

Any application for the reissuance of a liquor, liquor restaurant, wine, or malt beverage license may be approved by the Hermosa Town Board without a hearing unless in the past year the licensee or one or more of the licensee's employees have been subjected to a criminal penalty for violation for the alcoholic beverage control law or the licenses has been suspended. (Ord. 4.0, passed 9-15-2015)

§ 116.04 ALCOHOLIC BEVERAGES, MALT BEVERAGES AND WINE LICENSE REQUIREMENTS AND FEES.

(A) With the exception of any considerations referenced within the sections of this chapter, the following classifications and fees are established for on-sale, off-sale, on/off-sale, and/or package dealers in distilled spirits, liquors, wines, and malt beverages, as outlined below:

<i>Class of License</i>	<i>Annual Licensing Fee</i>	<i>Monthly Operating Agreement Fee</i>
(1) On-sale dealer: Any person who sells or keeps for sale any alcoholic beverage, other than pursuant to another license under this chapter, for consumption on the premises where sold	\$0	\$350 per month + 5% of all alcoholic beverage purchases
(2) On-sale dealer: full-service restaurant, whose 5% of annual alcoholic beverage purchases do not exceed over \$600	Initial one time as provided for in § 116.06(E).	\$125 per month + 5% of all alcoholic beverage purchases
(3) On-sale dealer: full-service restaurant, whose 5% of annual alcoholic beverage purchases do not exceed over \$1,200	Initial one time as provided for in § 116.06(E).	\$250 per month + 5% of all alcoholic beverage purchases
(4) On-sale dealer: full-service restaurant, whose 5% of annual alcoholic beverage purchases exceed over \$1,200	Initial one time as provided for in § 116.06(E).	\$350 per month + 5% of all alcoholic beverage purchases

Date Received _____

Date Issued _____

2023

License No. PL-4469

13 T 1

Uniform Alcoholic Beverage License Application

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

B. Doing Business As Name and Physical Address

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

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

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

Business Telephone #: 605-255-4555

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

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

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

County: Custer

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

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

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

D. Legal description of licensed premise:

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

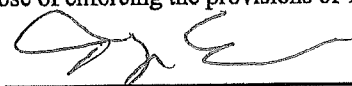
Is this License in active use? Yes [] No

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

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

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

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

Date 9/29/2022 Print Name Troy Erickson Signature 

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

For Local Government Use

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

(Seal) _____
Mayor or Chairman

If disapproved, endorse reason thereon and return to applicant

Please complete reverse side

ATTACHMENT TO:
UNIFORM ALCOHOLIC BEVERAGE LICENSE APPLICATION

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

MG OIL COMPANY
Marlyn G. Erickson & Troy M. Erickson

Loc #	Location Name	Location Address	Type of License	License Num	Owner
4	Corner Pantry #4	Rapid City, SD	Package (off-sale) Malt Beverage &	RB-25630	MG Oil
5	Corner Pantry #5	Rapid City, SD	Package (off-sale) Malt Beverage &	RB-25627	MG Oil
6	Corner Pantry #6	Sturgis, SD	Package (off-sale) Malt Beverage &	RB-25497	MG Oil
8	Corner Pantry #8	Rapid City, SD	Package (off-sale) Malt Beverage &	RB-25629	MG Oil
9	Corner Pantry #9	Rapid City, SD	Package (off-sale) Malt Beverage &	RB-25626	MG Oil
10	Corner Pantry #10	Rapid City, SD	Package (off-sale) Malt Beverage &	RB-25625	MG Oil
11	Corner Pantry #11	Hot Springs, SD	Retail (on-off) Malt Beverage	RB-22547	MG Oil
11	Corner Pantry #11	Hot Springs, SD	Retail (on-off) Malt Beverage	RB-25225	MG Oil
12	Corner Pantry #12	Custer, SD	Retail (on-off) Malt Beverage	RB-3616	MG Oil
12	Corner Pantry #12	Custer, SD	Retail (on-off) Malt Beverage	RB-27312	MG Oil
13	Corner Pantry #13	Rapid City, SD	Package (off-sale) Malt Beverage &	RB-25624	MG Oil
14	Corner Pantry Deadwood Ave #14	Rapid City, SD	Package (off-sale) Malt Beverage &	RB-25623	MG Oil
16	Corner Pantry Moon Meadows #16	Rapid City, SD	Package (off-sale) Malt Beverage &	RB-25295	MG Oil
18	Corner Pantry Lacrosse #18	Rapid City, SD	Package (off-sale) Malt Beverage &	RB-25628	MG Oil
19	Corner Pantry #19	Brookings, SD	Retail (on-off) Malt Beverage	RB-20065	MG Oil
20	Homestead Casino	Phillip, SD	Retail (on-off) Malt Beverage	RB-24841	MG Oil
20	Corner Pantry #20	Phillip, SD	Retail (on-off) Malt Beverage	RB-3661	MG Oil
21	Corner Pantry #21	Rapid City, SD	Retail (on-off) Malt Beverage	RB-24086	MG Oil
21	Corner Pantry #21	Rapid City, SD	Retail (on-off) Malt Beverage	RB-25294	MG Oil
22	Metro City Corner Pantry #22	Fort Pierre, SD	Retail (on-off) Malt Beverage	RB-2555	MG Oil
23	Corner Pantry #23	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-27731	MG Oil
24	Corner Pantry #24	Brookings, SD	Retail (on-off) Malt Beverage	RB-19483	MG Oil
24	Corner Pantry #24-B	Brookings, SD	Retail (on-off) Malt Beverage	RB-28002	MG Oil
25	Corner Pantry #25	Huron, SD	Retail (on-off) Malt Beverage	RB-2589	MG Oil
26	Corner Pantry #26	Huron, SD	Retail (on-off) Malt Beverage	RB-2730	MG Oil
27	Corner Pantry #27	Huron, SD	Retail (on-off) Malt Beverage	RB-2140	MG Oil
29	Corner Pantry #29	Huron, SD	Retail (on-off) Malt Beverage	RB-18935	MG Oil
29	Corner Pantry #29B	Huron, SD	Retail (on-off) Malt Beverage	RB-23334	MG Oil
30	Corner Pantry Casino #30	Huron, SD	Retail (on-off) Malt Beverage	RB-20010	MG Oil
30	Corner Pantry #30	Huron, SD	Retail (on-off) Malt Beverage	RB-2732	MG Oil
31	Corner Pantry #31	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-28310	MG Oil
32	Corner Pantry #32	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-24826	MG Oil
42	Lucky Lady Casino	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-2669	MG Oil
42	Lucky Lady Casino 2	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-27176	MG Oil
46	Market Square	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3027	MG Oil
46	Market Square II	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2604	MG Oil
46	Market Square - 3	Rapid City, SD	Retail (on-off) Malt Beverage	RB-27874	MG Oil
46	Market Square - 4	Rapid City, SD	Retail (on-off) Malt Beverage	RB-27967	MG Oil
52	Flying J Travel Plaza	Box Elder, SD	Retail (on-off) Malt Beverage	RB-2977	MG Oil
53	Truck Stop Lounge	Box Elder, SD	Retail (on-off) Malt Beverage	RB-2743	MG Oil
54	Flying J Hermosa / Town of Hermosa	Hermosa, SD	Retail (on-off) Malt Beverage	RB-2776	MG Oil
57	Mint Casino	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-27571	MG Oil
57	Mint Casino - 2	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-27572	MG Oil
57	Mint Casino - 3	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-28181	MG Oil
57	Mint Casino - 4	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-28182	MG Oil
58	Lucky Strike Casino	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-3473	MG Oil
60	Happy Jacks Sioux Falls II	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-21995	MG Oil
60	Happy Jacks Sioux Falls II - B	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-26718	MG Oil
61	LaCrosse Street Casino #1	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2797	MG Oil
61	LaCrosse Street Casino #2	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3011	MG Oil
61	Lacrosse Street Casino #3	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3114	MG Oil
63	Rushmore Casino III	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2342	MG Oil
63	Rushmore Casino	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2952	MG Oil
63	Rushmore Casino II	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3015	MG Oil
64	BP Casino II	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2966	MG Oil
64	BP Casino	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3012	MG Oil
65	Uncle Sam's West	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2275	MG Oil
65	Sam's #2	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3039	MG Oil
67	Uncle Sam's South Too	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2987	MG Oil
67	Uncle Sam's South	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3004	MG Oil
67	Uncle Sam's South 3	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2946	MG Oil
68	Chance's Casino	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2967	MG Oil

ATTACHMENT TO:
UNIFORM ALCOHOLIC BEVERAGE LICENSE APPLICATION

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

MG OIL COMPANY

Marlyn G. Erickson & Troy M. Erickson

Loc #	Location Name	Location Address	Type of License	License Num	Owner
68	Chance's Casino Too	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3590	MG Oil
68	Chances Casino 3	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3037	MG Oil
68	Chances Casino 4	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3208	MG Oil
68	Chances Casino 5	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3005	MG Oil
69	Jokerz 7-B	Tea, SD	Retail (on-off) Malt Beverage	RB-21591	MG Oil
69	Jokerz 7	Tea, SD	Retail (on-off) Malt Beverage	RB-2528	MG Oil
69	Jokerz 7-C	Tea, SD	Retail (on-off) Malt Beverage	RB-28140	MG Oil
69	Jokerz 7-D	Tea, SD	Retail (on-off) Malt Beverage	RB-28139	MG Oil
74	Dakota Star Casino	Brandon, SD	Retail (on-off) Malt Beverage	RB-26575	MG Oil
74	Dakota Star Casino - 2	Brandon, SD	Retail (on-off) Malt Beverage	RB-3612	MG Oil
75	Dakota Star Casino - 3	Brandon, SD	Retail (on-off) Malt Beverage	RB-3167	MG Oil
76	Jokerz Too	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB 23116	MG Oil
77	Jokerz 3	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-2751	MG Oil
78	Jokerz 4	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-3119	MG Oil
78	Jokerz 5	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-24624	MG Oil
78	Jokerz 6	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-24623	MG Oil
80	Happy Jacks of Pierre #3	Pierre, SD	Retail (on-off) Malt Beverage	RB-22511	MG Oil
80	Happy Jacks of Pierre #2	Pierre, SD	Retail (on-off) Malt Beverage	RB-22518	MG Oil
80	Happy Jacks of Pierre #1	Pierre, SD	Retail (on-off) Malt Beverage	RB-3449	MG Oil
81	Happy Jacks East	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3006	MG Oil
81	Happy Jacks Too	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3657	MG Oil
84	Happy Jacks I-90	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2996	MG Oil
85	Happy Jacks Summerset 2	Summerset, SD	Retail (on-off) Malt Beverage	RB-18919	MG Oil
85	Happy Jacks Summerset	Summerset, SD	Retail (on-off) Malt Beverage	RB-2318	MG Oil
86	Happy Jacks Omaha	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3810	MG Oil
89	Happy Jacks Sioux Falls	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-3379	MG Oil
91	Happy Jacks Sioux Falls III	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-3385	MG Oil
92	Happy Jacks Sioux Falls IV	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-26636	MG Oil
92	Happy Jacks Sioux Falls IV - B	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-26719	MG Oil
93	Toby's Casino North II	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3044	MG Oil
93	Toby's Casino North I	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3219	MG Oil
94	Toby's Casino South Too	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3538	MG Oil
94	Toby's Casino South	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3593	MG Oil
97	Jokers Casino South	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2808	MG Oil
97	Jokers Casino South II	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3508	MG Oil
98	Jackpot Casino Too #2	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2343	MG Oil
98	Jackpot Casino Too #3	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2969	MG Oil
98	Jackpot Casino Too	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2995	MG Oil
99	Valley Square Casino	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3594	MG Oil
99	Valley Square Sports Pub	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3599	MG Oil
605	Village Bowl 5	Mitchell, SD	Retail (on-off) Malt Beverage	RB-23601	MG Oil
605	Village Bowl 2	Mitchell, SD	Retail (on-off) Malt Beverage	RB-2828	MG Oil
605	Village Bowl 4	Mitchell, SD	Retail (on-off) Malt Beverage	RB-2844	MG Oil
606	Alpine Sports Bar & Casino 2	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-26751	MG Oil
607	The Lanes - B	Brookings, SD	Retail (on-off) Malt Beverage	RB-27244	MG Oil
607	The Lanes - C	Brookings, SD	Retail (on-off) Malt Beverage	RB-27245	MG Oil
608	Country Market II-B	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2964	MG Oil
750	Jokerz 8	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-26743	MG Oil
750	Jokerz 8 -2	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-3116	MG Oil
751	Jokerz Casino 31	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-22006	MG Oil
777	777 Casino	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-26483	MG Oil
777	777 Casino - 2	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-27199	MG Oil
778	777 Casino A	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-27573	MG Oil
778	777 Casino B	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-27574	MG Oil
778	777 Casino C	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-27575	MG Oil
18	Corner Pantry Lacrosse #18	Rapid City, SD	Package (off-sale) Liquor	PL-4443	MG Oil
19	Corner Pantry #19	Brookings, SD	Retail (on-off Sale) Wine	RW-21522	MG Oil
20	Corner Pantry #20	Phillip, SD	Package (off-sale) Liquor	PL-4742	MG Oil
21	Corner Pantry #21	Rapid City, SD	Retail (on-off Sale) Wine	RW-19127	MG Oil
22	Metro City Corner Pantry #22	Ft. Pierre, SD	Package (off-sale) Liquor	PL-4566	MG Oil
23	Corner Pantry 23	Sioux Falls, SD	Package (off-sale) Liquor	PL-4835	MG Oil
29	Corner Pantry #29	Huron, SD	Package (off-sale) Liquor	PL-4613	MG Oil

ATTACHMENT TO:
UNIFORM ALCOHOLIC BEVERAGE LICENSE APPLICATION

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

MG OIL COMPANY
Marlyn G. Erickson & Troy M. Erickson

Loc #	Location Name	Location Address	Type of License	License Num	Owner
30	Corner Pantry #30	Huron, SD	Retail (on-off Sale) Wine	RW-19267	MG Oil
31	Corner Pantry #31	Sioux Falls, SD	Package (off-sale) Liquor	PL-4422	MG Oil
32	Corner Pantry #32	Sioux Falls, SD	Package (off-sale) Liquor	PL-4703	MG Oil
43	Hop Scotch	Ft. Pierre, SD	Retail (on-sale) Liquor	RL-5591	MG Oil
45	The Park	Rapid City, SD	Retail (on-sale) Liquor	RL-5869	MG Oil
45	The Park 3	Rapid City, SD	Retail (on-sale) Liquor	RL-5870	MG Oil
45	The Park 2	Rapid City, SD	Retail (on-sale) Liquor	RL-6329	MG Oil
53	Truck Stop Lounge	Box Elder, SD	Retail (on-sale) Liquor	RL-5383	MG Oil
54	Flying J Hermosa / Town of Hermosa	Hermosa, SD	Package (off-sale) Liquor	PL-4469	MG Oil
55	Hermosa Deli and Lounge / Hermosa	Hermosa, SD	Retail (on-sale) Liquor Sunday Sale	RL-5208	MG Oil
56	J Bar - Truck Stop Lounge North	Box Elder, SD	Retail (on-sale) Liquor	RL-5462	MG Oil
69	Jokerz 7	Tea, SD	Retail (on-off Sale) Wine	RW-19954	MG Oil
74	Dakota Star Casino - 2	Brandon, SD	Retail (on-off Sale) Wine	RW-23526	MG Oil
74	Dakota Star Casino	Brandon, SD	Retail (on-off Sale) Wine	RW-23527	MG Oil
76	Jokerz Too	Sioux Falls, SD	Retail (on-off Sale) Wine	RW-23141	MG Oil
78	Jokerz 4	Sioux Falls, SD	Retail (on-off Sale) Wine	RW-23114	MG Oil
80	Happy Jacks of Pierre #3	Pierre, SD	Retail (on-off Sale) Wine	RW-22512	MG Oil
85	Happy Jacks Summerset 2	Summerset, SD	Retail (on-sale) Liquor	RL-5278	MG Oil
600	18th Amendment	Sioux Falls, SD	Retail (on-sale) Liquor	RL 5930	MG Oil
600	18th Amendment - 2	Sioux Falls, SD	Retail (on-sale) Liquor	RL 6131	MG Oil
602	Billy Frog's	Sioux Falls, SD	Retail (on-sale) Liquor	RL 5203	MG Oil
603	Lie-Brary	Sioux Falls, SD	Retail (on-sale) Liquor	RL 6174	MG Oil
603	Lie-Brary - 2	Sioux Falls, SD	Retail (on-sale) Liquor	RL-26641	MG Oil
604	Red Eye	Sioux Falls, SD	Retail (on-sale) Liquor	RL-5948	MG Oil
604	Grain Bin (Red Eye 2)	Sioux Falls, SD	Retail (on-sale) Liquor	RL-5938	MG Oil
605	Village Bowl 7	Mitchell, SD	Retail (on-sale) Liquor	RL-5759	MG Oil
605	Village Bowl	Mitchell, SD	Retail (on-sale) Liquor	RL-5766	MG Oil
605	Village Bowl 6	Mitchell, SD	Retail (on-sale) Liquor	RL-6380	MG Oil
605	Village Bowl 3	Mitchell, SD	Retail (on-off Sale) Wine	RW-6464	MG Oil
608	Alpine Sports Bar & Casino 2	Sioux Falls, SD	Retail (on-sale) Liquor	RL-28106	Alpine II LL
606	Alpine Sports Bar & Casino	Sioux Falls, SD	Retail (on-sale) Liquor	RL-6168	MG Oil
607	The Lanes	Brookings, SD	Retail (on-sale) Liquor	RL-6262	MG Oil
608	Country Market II	Rapid City, SD	Retail (on-sale) Liquor	RL-5874	MG Oil

Date Received _____

Date Issued _____

2023

License No. RL-5208

13 I2

Uniform Alcoholic Beverage License Application

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

B. Doing Business As Name and Physical Address

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

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

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

Business Telephone #: 605-255-4555

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

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

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

County: Custer

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

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

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

D. Legal description of licensed premise:

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

Is this License in active use? Yes [] No

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

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

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

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

Date 9/29/2022 Print Name Troy Erickson Signature 

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

For Local Government Use

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

(Seal) _____
Mayor or Chairman

If disapproved, endorse reason thereon and return to applicant

Please complete reverse side

ATTACHMENT TO:
UNIFORM ALCOHOLIC BEVERAGE LICENSE APPLICATION

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

MG OIL COMPANY
Marlyn G. Erickson & Troy M. Erickson

Loc #	Location Name	Location Address	Type of License	License Nun	Owner
4	Corner Pantry #4	Rapid City, SD	Package (off-sale) Malt Beverage &	RB-25630	MG Oil
5	Corner Pantry #5	Rapid City, SD	Package (off-sale) Malt Beverage &	RB-25627	MG Oil
6	Corner Pantry #6	Sturgis, SD	Package (off-sale) Malt Beverage &	RB-25497	MG Oil
8	Corner Pantry #8	Rapid City, SD	Package (off-sale) Malt Beverage &	RB-25629	MG Oil
9	Corner Pantry #9	Rapid City, SD	Package (off-sale) Malt Beverage &	RB-25626	MG Oil
10	Corner Pantry #10	Rapid City, SD	Package (off-sale) Malt Beverage &	RB-25625	MG Oil
11	Corner Pantry #11	Hot Springs, SD	Retail (on-off) Malt Beverage	RB-22547	MG Oil
11	Corner Pantry #11	Hot Springs, SD	Retail (on-off) Malt Beverage	RB-25225	MG Oil
12	Corner Pantry #12	Custer, SD	Retail (on-off) Malt Beverage	RB-3616	MG Oil
12	Corner Pantry #12	Custer, SD	Retail (on-off) Malt Beverage	RB-27312	MG Oil
13	Corner Pantry #13	Rapid City, SD	Package (off-sale) Malt Beverage &	RB-25624	MG Oil
14	Corner Pantry Deadwood Ave #14	Rapid City, SD	Package (off-sale) Malt Beverage &	RB-25623	MG Oil
16	Corner Pantry Moon Meadows #16	Rapid City, SD	Package (off-sale) Malt Beverage &	RB-25295	MG Oil
18	Corner Pantry Lacrosse #18	Rapid City, SD	Package (off-sale) Malt Beverage &	RB-25628	MG Oil
19	Corner Pantry #19	Brookings, SD	Retail (on-off) Malt Beverage	RB-20065	MG Oil
20	Homestead Casino	Philip, SD	Retail (on-off) Malt Beverage	RB-24841	MG Oil
20	Corner Pantry #20	Philip, SD	Retail (on-off) Malt Beverage	RB-3661	MG Oil
21	Corner Pantry #21	Rapid City, SD	Retail (on-off) Malt Beverage	RB-24086	MG Oil
21	Corner Pantry #21	Rapid City, SD	Retail (on-off) Malt Beverage	RB-25294	MG Oil
22	Metro City Corner Pantry #22	Fort Pierre, SD	Retail (on-off) Malt Beverage	RB-2555	MG Oil
23	Corner Pantry #23	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-27731	MG Oil
24	Corner Pantry #24	Brookings, SD	Retail (on-off) Malt Beverage	RB-19483	MG Oil
24	Corner Pantry #24-B	Brookings, SD	Retail (on-off) Malt Beverage	RB-28002	MG Oil
25	Corner Pantry #25	Huron, SD	Retail (on-off) Malt Beverage	RB-2589	MG Oil
26	Corner Pantry #26	Huron, SD	Retail (on-off) Malt Beverage	RB-2730	MG Oil
27	Corner Pantry #27	Huron, SD	Retail (on-off) Malt Beverage	RB-2140	MG Oil
29	Corner Pantry #29	Huron, SD	Retail (on-off) Malt Beverage	RB-18935	MG Oil
29	Corner Pantry #29B	Huron, SD	Retail (on-off) Malt Beverage	RB-23334	MG Oil
30	Corner Pantry Casino #30	Huron, SD	Retail (on-off) Malt Beverage	RB-20010	MG Oil
30	Corner Pantry #30	Huron, SD	Retail (on-off) Malt Beverage	RB-2732	MG Oil
31	Corner Pantry #31	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-28310	MG Oil
32	Corner Pantry #32	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-24826	MG Oil
42	Lucky Lady Casino	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-2669	MG Oil
42	Lucky Lady Casino 2	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-27176	MG Oil
46	Market Square	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3027	MG Oil
46	Market Square II	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2604	MG Oil
46	Market Square - 3	Rapid City, SD	Retail (on-off) Malt Beverage	RB-27874	MG Oil
46	Market Square - 4	Rapid City, SD	Retail (on-off) Malt Beverage	RB-27967	MG Oil
52	Flying J Travel Plaza	Box Elder, SD	Retail (on-off) Malt Beverage	RB-2977	MG Oil
53	Truck Stop Lounge	Box Elder, SD	Retail (on-off) Malt Beverage	RB-2743	MG Oil
54	Flying J Hermosa / Town of Hermosa	Hermosa, SD	Retail (on-off) Malt Beverage	RB-2776	MG Oil
57	Mint Casino	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-27571	MG Oil
57	Mint Casino - 2	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-27572	MG Oil
57	Mint Casino - 3	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-28181	MG Oil
57	Mint Casino - 4	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-28182	MG Oil
58	Lucky Strike Casino	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-3473	MG Oil
60	Happy Jacks Sioux Falls II	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-21995	MG Oil
60	Happy Jacks Sioux Falls II - B	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-26718	MG Oil
61	LaCrosse Street Casino #1	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2797	MG Oil
61	LaCrosse Street Casino #2	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3011	MG Oil
61	Lacrosse Street Casino #3	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3114	MG Oil
63	Rushmore Casino III	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2342	MG Oil
63	Rushmore Casino	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2952	MG Oil
63	Rushmore Casino II	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3015	MG Oil
64	BP Casino II	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2966	MG Oil
64	BP Casino	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3012	MG Oil
65	Uncle Sam's West	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2275	MG Oil
65	Sam's #2	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3039	MG Oil
67	Uncle Sam's South Too	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2987	MG Oil
67	Uncle Sam's South	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3004	MG Oil
67	Uncle Sam's South 3	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2946	MG Oil
68	Chance's Casino	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2967	MG Oil

ATTACHMENT TO:
UNIFORM ALCOHOLIC BEVERAGE LICENSE APPLICATION

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

MG OIL COMPANY
Marlyn G. Erickson & Troy M. Erickson

Loc #	Location Name	Location Address	Type of License	License Nun	Owner
30	Corner Pantry #30	Huron, SD	Retail (on-off Sale) Wine	RW-19267	MG Oil
31	Corner Pantry #31	Sioux Falls, SD	Package (off-sale) Liquor	PL-4422	MG Oil
32	Corner Pantry #32	Sioux Falls, SD	Package (off-sale) Liquor	PL-4703	MG Oil
43	Hop Scotch	Ft. Pierre, SD	Retail (on-sale) Liquor	RL-5591	MG Oil
45	The Park	Rapid City, SD	Retail (on-sale) Liquor	RL-5869	MG Oil
45	The Park 3	Rapid City, SD	Retail (on-sale) Liquor	RL-5870	MG Oil
45	The Park 2	Rapid City, SD	Retail (on-sale) Liquor	RL-6329	MG Oil
53	Truck Stop Lounge	Box Elder, SD	Retail (on-sale) Liquor	RL-5383	MG Oil
54	Flying J Hermosa / Town of Hermosa	Hermosa, SD	Package (off-sale) Liquor	PL-4469	MG Oil
55	Hermosa Deli and Lounge / Hermosa	Hermosa, SD	Retail (on-sale) Liquor Sunday Sale	RL-5208	MG Oil
56	J Bar - Truck Stop Lounge North	Box Elder, SD	Retail (on-sale) Liquor	RL-5462	MG Oil
69	Jokerz 7	Tea, SD	Retail (on-off Sale) Wine	RW-19954	MG Oil
74	Dakota Star Casino - 2	Brandon, SD	Retail (on-off Sale) Wine	RW-23526	MG Oil
74	Dakota Star Casino	Brandon, SD	Retail (on-off Sale) Wine	RW-23527	MG Oil
76	Jokerz Too	Sioux Falls, SD	Retail (on-off Sale) Wine	RW-23141	MG Oil
78	Jokerz 4	Sioux Falls, SD	Retail (on-off Sale) Wine	RW-23114	MG Oil
80	Happy Jacks of Pierre #3	Pierre, SD	Retail (on-off Sale) Wine	RW-22512	MG Oil
85	Happy Jacks Summerset 2	Summerset, SD	Retail (on-sale) Liquor	RL-5278	MG Oil
600	18th Amendment	Sioux Falls, SD	Retail (on-sale) Liquor	RL 5930	MG Oil
600	18th Amendment - 2	Sioux Falls, SD	Retail (on-sale) Liquor	RL 6131	MG Oil
602	Billy Frog's	Sioux Falls, SD	Retail (on-sale) Liquor	RL 5203	MG Oil
603	Lie-Brary	Sioux Falls, SD	Retail (on-sale) Liquor	RL 6174	MG Oil
603	Lie-Brary - 2	Sioux Falls, SD	Retail (on-sale) Liquor	RL-26641	MG Oil
604	Red Eye	Sioux Falls, SD	Retail (on-sale) Liquor	RL-5948	MG Oil
604	Grain Bin (Red Eye 2)	Sioux Falls, SD	Retail (on-sale) Liquor	RL-5938	MG Oil
605	Village Bowl 7	Mitchell, SD	Retail (on-sale) Liquor	RL-5759	MG Oil
605	Village Bowl	Mitchell, SD	Retail (on-sale) Liquor	RL-5766	MG Oil
605	Village Bowl 6	Mitchell, SD	Retail (on-sale) Liquor	RL-6380	MG Oil
605	Village Bowl 3	Mitchell, SD	Retail (on-off Sale) Wine	RW-6464	MG Oil
608	Alpine Sports Bar & Casino 2	Sioux Falls, SD	Retail (on-sale) Liquor	RL-28106	Alpine II LL
606	Alpine Sports Bar & Casino	Sioux Falls, SD	Retail (on-sale) Liquor	RL-6168	MG Oil
607	The Lanes	Brookings, SD	Retail (on-sale) Liquor	RL-6262	MG Oil
608	Country Market II	Rapid City, SD	Retail (on-sale) Liquor	RL-5874	MG Oil

Date Received _____
Date Issued _____

2023

License No. RR-22505

13 13

Uniform Alcoholic Beverage License Application

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

B. Doing Business As Name and Physical Address

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

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

Owner's Telephone#: _____

Business Telephone #: _____

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

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

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

County: _____

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

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

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

D. Legal description of licensed premise:

Empty box for legal description of licensed premise.

Is this License in active use? [] Yes [] No

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

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

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

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

Date _____ Print Name _____ Signature _____

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

For Local Government Use

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

(Seal) _____
Mayor or Chairman

If disapproved, endorse reason thereon and return to applicant

Please complete reverse side