

**HERMOSA TOWN BOARD
EXECUTIVE SESSION
TUESDAY, JUNE 7, 2022 @ 5:00pm
REGULAR MEETING
TUESDAY, JUNE 7, 2022 @ 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 May 17 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. Homeland Security Grant Award
 - C. Custer County Log
 - D. Custer County contract for law enforcement
 - E. Animal Complaint

- 7) **LEGAL:**
 - A. Prepare Extraterritorial Agreement with Pennington County (Platting, Building)
Letter to Pennington County
 - B. Medical dispensary discussion

- 8) **ENGINEER:**
 - A. Water Rehab Project (WRT System): pending due to awaiting results from water test
 - B. Hermosa Sidewalk Project
 - C. Sewer Project (Lagoon expansion)
 - D. Water/Sewer Facility Plans
Resolution(s) review
 - E. Town of Hermosa Water and Sewer Extension Project
Approval of Change Order 2
Approval of Final Pay App
 - F. Hermosa Hills Drainage
 - G. Whitney Street Drainage
SDARWS Report
 - H. Hermosa School Certificate of Occupancy
 - I. 5th Street repair discussion
 - J. Roy's Drive In Sewer Line
 - K. Facility Plan for Booster, Water Meters
 - L. Rural Development
Approval to prepare application, to present facility plan to RD

- 9) **PLANNING & ZONING:**
 - A. P&Z May 24, 2022, minutes
 - B. Permit 2022-16; Residential Bldg/Digging; G&G Subdivision; Lot A5-Parcel 015093
 - C. Permit 2022-18; Commercial Bldg/Digging; Custer County Fairgrounds; Parcel 009305- Hermosa Ballfield
 - D. Permit 2022-19; Subdivision Plat Application; Parcel 000207; Tract 2A & 2B
 - E. Permit 2022-20; Demolition, Digging; Harty's Property

- 10) **PUBLIC WORKS**
A. Committee Report
B. Streets, Street Light Repairs, Water & Sewer Department Updates
C. Land Application Contract
D. SDARWS, Daily readings/spreadsheet?
E. Bulk water meter discussion
- 11) **FINANCE OFFICE:**
A. Monthly financials
B. Department updates
C. Schedule budget meetings
D. Mosquito
Grant, Spraying
E. Midco Internet
F. June Work Session (Metering and Technology Solutions Presentation)
Rescheduled to June 20, 2022
G. Approval to sign SDML Workers Compensation Fund Intergovernmental Contract
H. gWorks
- 12) **OLD BUSINESS:**
A. Annexation: Gumbo Lilly, Fairgrounds Place, McDermand Street
B. Town Sign, pending
C. Town Office: Deck Staining, pending
D. Library: Deck Staining, Mud Jacking, pending
- 13) **NEW BUSINESS:**
A. ARPA Grant
Approval to sign
B. Removal of citizen(s)
C. Camera drainage
Approval to camera at retention pond
D. Pop's Operating Agreement refund
- 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 will be allowed to comment on specific agenda items during the time allotted on the agenda for those items, according to established procedures of the Board. This is a time for members of the public to express concerns or discuss issues having relevance to the town. Anyone wishing to address the 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.

3A

**HERMOSA TOWN BOARD
EXECUTIVE SESSION
TUESDAY, MAY 17, 2022 @ 5:00pm
REGULAR MEETING
TUESDAY, MAY 17, 2022 @ 6:00pm**

ROLL CALL: Holsworth called the meeting to order at 5:09 pm, with the following members present; Henrichsen, Holsworth, Kramer and Schumack. Johnson, Berg, Finch and Boddicker also in attendance.

EXECUTIVE SESSION: Motion to enter into executive session at 5:09 allowable by SDCL 1-25-2 personnel and contract; vote; all ayes, motion carried. Motion made and seconded to exit executive session at 6:04; vote; all ayes; motion carried. No motions made in executive session. Motion made and seconded to adjourn meeting at 6:05 and reconvene meeting vote; all ayes, motion carried.

CALL FOR CHANGES: Motion made and seconded to accept the agenda as amended – to move Travis Bies under Law Enforcement from New Business; vote; all ayes, motion carried.

CONSENT CALENDAR: Motion made and seconded to approve the May 2, and May 9, special meeting minutes and May 3, regular meeting minutes as presented; vote; all ayes, motion carried.

CLAIMS: Motion made and seconded to approve the May 17, 2022, claims as presented; vote; all ayes, motion carried. A&B Business Solutions, Staples, \$81.18; ACES, Permit invoices, \$2,315.00; Dybvig, Jill, Mileage, meals, Pierre, mapping seminar, \$250.88; Ferguson, Chuck, Inspections, valve box repair, Repair on tower hill \$5,833.00; Golden West Technologies, Recurring billing 5/1/22 - 5/31/2022, \$563.50; Harris, Joan, Bikes for Hermosa children, \$1,225.88; Payment Service Network, Monthly billing: 4/1/2022-4/30/2022, \$131.20; Pennington Co Highway Department, Road patching, \$9,700.76; Pioneer Bank & Trust, Harbor Freight, mileage to Custer, office supplies, postage, \$870.41; Pioneer Bank & Trust, 2 Signature Account - May 2022, \$25.00; Sander Sanitation, Spring Clean-up. \$3,901.53; SD Department of Revenue, Malt beverage licenses renewal, \$300.00; Verizon Connect, Monthly billing, \$32.38; Payroll related: Finance Department, \$2,800.35 ; Boddicker, Health insurance, \$200.00; EFTPS, 941 payroll tax deposit, \$656.55. TOTAL: \$28,887.62.

LAW ENFORCEMENT/ ABATEMENTS/COMPLAINTS: County providing services on a month-to-month basis at this time, with possibility of moving towards contracted services with independent law enforcement. The town has received an application and plans to interview soon.

LEGAL: Johnson reported Pennington County is not interested in entering into an extra-territorial agreement with Hermosa.

ENGINEER: Water Rehab Project (WRT System): pending due to awaiting water test results. Hermosa Sidewalk Project: pending. Sewer Project (Lagoon expansion): no update. Water/Sewer Facility Plans: motion made and seconded for Holsworth to attend the Board of Natural Resources June 23 session – where their findings will be provided for funding Hermosa’s projects. The Hermosa board currently is staying the course with the funding application as it was initially submitted: to drill a new well, install the WRT system, and the Gumbo Lily improvements; however, the Hermosa BOT will meet following the June 23 session to finalize their decision; vote; Henrichsen, nay; Schumack, Kramer, and Holsworth, ayes; motion carried. Town of Hermosa Water and Sewer Extension Project, Approval of Change Order, pending. Hermosa Hills Drainage: pending. Whitney Street Drainage, SDARWS Report: no update. Hermosa School Certificate of Occupancy: parking lot has been paved. Motion made and seconded to schedule a meeting with the contractor to discuss chip sealing 5th Street, to see if there are improvements the town can do at the same time as the chip sealing will be completed; vote; all ayes, motion carried. Roy’s Drive In Sewer Line: pending. Facility Plan for Booster, water meters; pending.

PLANNING & ZONING: P&Z April 26, 2022, minutes – board reviewed; no action.

PUBLIC WORKS: Committee report: no report on streets, lights, water from Ferguson as he was not able to attend the meeting. Land Application Contract, pending. Meter daily readings are being accomplished by public works to provide details for SDARWS review. Motion made and seconded to remove, “Booster pump fitting, Ferguson bid proposal” from the agenda; vote; all ayes, motion carried. Motion made and seconded to approve the purchase of a meter and electrical components to install at the pump house to be used for bulk water purchases; vote; all ayes, motion carried. Thanks to Irvine for his help during Ferguson’s absence.

FINANCE OFFICE: FO presented the financial reports for April 2022 month end. No other report.

OLD BUSINESS: Annexation: Gumbo Lilly, Fairgrounds Place, McDermard Street, pending. Town Sign, pending. Town Office: Deck Staining, pending. Library: Deck Staining, Mud Jacking, pending. Holsworth and Henrichsen will walk the site to review what should be repaired and report at next meeting.

NEW BUSINESS: Travis Bies, Custer Co Commissioner Candidate Introduction: not in attendance. Motion made and seconded to approve: Corner Pantry Travel Center: License #RB2776, Pop's Grocery: License #RB-25133, and Hermosa Community Center: License #27834; vote; all ayes, motion carried. Hermosa-Fairburn Food Pantry: motion made and seconded to approve signing the lease with a June 1, 2022 move in date; vote; all ayes, motion carried. ARPA Grant: motion made and seconded to leave as pending; vote; all ayes, motion carried.

ITEMS FROM CITIZENS: Citizen read excerpt from the SD DANR letter regarding the issues related with the sewer line on Highway 79. Citizen voiced his opinion regarding the operation of the community. Citizen questioned the assessment on her water bill for the lift station repair; it was explained property owners are going to be assessed a fine each time a repair is needed to the lift station due to damages by non-flushable items damaging the station.

TRUSTEE INPUT: Henrichsen: wishing Ferguson a speedy recovery, thanks to Irvine for his help during Ferguson's absence, thanked citizens for attending; Kramer and Schumack echoed Henrichsen. Holsworth: thanked the board for their decision making to help look out for the citizens as best as we can.

ADJOURN: Motion made and seconded to adjourn the meeting at 6:50pm; vote; all ayes, motion carried.

ATTEST:

Gail Boddicker
Finance Officer

Dan Holsworth
Town Board President

Published once at the approximate cost of _____.

5A

| Claims for Approval 6-7-2021 | | |
|--------------------------------|---|---------------------|
| A&B Business Solutions | Monthly charge | \$ 579.89 |
| ACES | Annexation study, facility plan revision, permit reviews | \$ 13,960.00 |
| Black Hills Electric | Monthly charge | \$ 3,067.41 |
| Custer County Sheriff's Office | Law enforcement services: May 21 - July 21, 2022 | \$ 7,000.00 |
| Dakota Supply Group | Supplies | \$ 23.24 |
| Ferguson, Chuck | Inseptions, repair water leak, install 3 boosters on Folsom Ct. | \$ 690.00 |
| Ferguson, Chuck | Contract (May 2022 Contract) | \$ 2,446.34 |
| Flowers Plus | Town office flowers | \$ 88.82 |
| Flug, Berni | Customer deposit refund, 160 N 3rd | \$ 14.08 |
| Golden West Technologies | Monthly charge | \$ 563.50 |
| Harris, Joan | Bikes | \$ 1,084.90 |
| Irvine, Chuck | Gas for patrol car | \$ 10.00 |
| Johnson Law Office | May 2022 services | \$ 1,411.00 |
| Lingo | Monthly charge | \$ 36.94 |
| Mt. Rushmore Telephone Co. | Monthly charge | \$ 240.02 |
| Northwest Pipe Fittings, Inc. | Tower Hill | \$ 858.69 |
| Payment Service Network | Monthly charge | \$ 130.10 |
| Rural Development (RD1) | April 2022 Payment | \$ 1,278.00 |
| Rural Development (RD2) | April 2022 Payment | \$ 417.00 |
| Rural Development (RD) | April 2022 Payment | \$ 222.00 |
| Sander Sanitation Service | Monthly charge | \$ 2,922.15 |
| Schwenn, Doug | Customer deposit refund, 350 Vilas St | \$ 14.08 |
| SD Department of Revenue | Sales tax payable | \$ 485.69 |
| Southern Hills Publishing | Monthly charge | \$ 582.01 |
| Teel, Kenneth | Customer deposit refund, 805 Marie St | \$ 35.20 |
| US Bank | SRF Loan Payment | \$ 1,493.23 |
| | | |
| Payroll related: | | |
| Payroll | Board of Trustees | |
| Payroll | Finance Department | \$ 2,800.35 |
| Payroll | Planning & Zoning | \$ 950.00 |
| Payroll | Janitorial | \$ 117.00 |
| Payroll | Meter | \$ 157.50 |
| Gail Boddicker | Health insurance | |
| EFTPS | 941 payroll tax deposit | * \$ 867.03 |
| Health Pool of South Dakota | Monthly premium | \$ 882.97 |
| SD Retirement Fund | May-22 | \$ 696.08 |
| | | |
| TOTAL | | \$ 46,125.22 |

Gail Boddicker

From: Gail Boddicker
Sent: Tuesday, May 24, 2022 3:16 PM
To: Deb Mathews
Subject: RE: CW SRF Loan

Okay, thanks for your information and quick response.

Gail

From: Deb Mathews <Deb@meierhenrylaw.com>
Sent: Tuesday, May 24, 2022 3:13 PM
To: Gail Boddicker <gail@hermosasd.com>
Subject: RE: CW SRF Loan

No, not at all. It is totaling the City's decision

Deb Mathews | advanced certified paralegal
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From: Gail Boddicker <gail@hermosasd.com>
Sent: Tuesday, May 24, 2022 3:38 PM
To: Deb Mathews <Deb@meierhenrylaw.com>
Subject: RE: CW SRF Loan

Deb,
I need to discuss this with the board and, unfortunately, the next meeting is not scheduled until June 7. Is that going to be a problem?

Thanks, Gail
255-4291

From: Deb Mathews <Deb@meierhenrylaw.com>
Sent: Tuesday, May 24, 2022 2:29 PM
To: Gail Boddicker <gail@hermosasd.com>
Subject: CW SRF Loan

Good afternoon,

Attached please find the authorizing resolution for the Clean Water SRF loan. Please have this resolution passed and published in its entirety. Please return a signed copy to our office once you have received it. This is a project surcharge loan so the City will need to pass a Surcharge Resolution as well. If you need assistance with this, please contact us and we can assist you. Below is the verbiage the DANR requires:

In addition to the other charges, the City hereby establishes a surcharge of \$_____ payable by each customer of its system who receives or benefits from the services of the project financed by the CW-___ loan with the borrower bond. The collection of the surcharge shall start on _____ (pick a date 6-9 months before the projected is expected to be complete or sooner if desired). . The surcharge shall remain in effect until such time as the borrower bond is paid in full, it shall be collected at the same time as other charges of the system, and establish a surcharge account to segregate the income from other system income for book keeping purposes to be pledged to the South Dakota Conservancy District. The surcharge shall be reviewed from year to year and modified in order to provide the required 110 percent debt coverage.

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RESOLUTION NO. _____

RESOLUTION GIVING APPROVAL TO CERTAIN SEWER FACILITIES IMPROVEMENTS; GIVING APPROVAL TO THE ISSUANCE AND SALE OF A REVENUE BOND TO FINANCE, DIRECTLY OR INDIRECTLY, THE IMPROVEMENTS TO THE FACILITIES; APPROVING THE FORM OF THE LOAN AGREEMENT AND THE REVENUE BOND AND PLEDGING PROJECT REVENUES AND COLLATERAL TO SECURE THE PAYMENT OF THE REVENUE BOND; AND CREATING SPECIAL FUNDS AND ACCOUNTS FOR THE ADMINISTRATION OF FUNDS FOR OPERATION OF THE SYSTEM AND RETIREMENT OF THE REVENUE BOND AND PROVIDING FOR A SEGREGATED SPECIAL CHARGE OR SURCHARGE FOR THE PAYMENT OF THE BONDS.

WHEREAS, one of the purposes of SDCL Chapter 9-40 (the “Act”) as found and determined by the Legislature is to provide for financing the acquisition, maintenance, operation, extension or improvement of any system or part of any system for the collection, treatment and disposal of sewage and other domestic, commercial and industrial wastes; or any system for the control of floods and drainage; or any combination thereof, together with extensions, additions, and necessary appurtenances; and,

WHEREAS, a municipality is authorized by Section 6 of the Act to issue revenue bonds to defray the cost of extensions, additions and improvements to any utility previously owned without pledging its credit and is authorized to pledge the net income or revenues from the Project in accordance with Section 15 of the Act; and,

WHEREAS, the Town of Hermosa (the “Town”) currently operates a sewer system for the collection, treatment and disposal of sewage and other domestic, commercial and industrial wastes; and for the control of floods and drainage and has determined that improvements to the sewer facilities are necessary for the conduct of its governmental programs and qualifies as an improvement, extension or addition to its sewer system; and,

WHEREAS, the Town has determined to issue its revenue bonds to finance the improvements to its sewer system for the purpose of collecting, treating and disposing of sewage and other domestic, commercial and industrial wastes (the “System”) and has applied to the South Dakota Conservancy District (the “District”) for a Clean Water State Revolving Fund Loan to finance the improvements;

WHEREAS, the Town shall adopt special rates or surcharges for the improvements to be pledged, segregated and used for the payment of the Bonds.

NOW THEREFORE BE IT RESOLVED by the Town as follows:

SECTION 1. Definitions. The terms when used in this Resolution shall have the following meanings set forth in this section unless the context clearly requires otherwise. All terms used in this

Resolution which are not defined herein shall have the meanings assigned to them in the Loan Agreement unless the context clearly otherwise requires.

“**Act**” means South Dakota Codified Laws Chapter 9-40.

“**Loan**” means the Loan made by the South Dakota Conservancy District to the Town pursuant to the terms of the Loan Agreement and as evidenced by the Revenue Bond.

“**Project**” means the Town of Hermosa Wastewater Lagoon Expansion & Gumbo Lily Lane Addition Improvements.

“**Revenue Bond**” means the revenue bond or bonds issued the date of the Loan Agreement by the Town to the South Dakota Conservancy District to evidence the Town’s obligation to repay the principal of and pay interest and Administrative Expense Surcharge on the Loan.

“**System**” means the Town’s system of collecting, treating and disposing of sewage and other domestic, commercial and industrial wastes.

SECTION 2. Declaration of Necessity and Findings.

2.1.1. Declaration of Necessity. The Town hereby determines and declares it is necessary to construct and finance improvements to its System described as the Project.

2.2. Findings. The Town does hereby find as follows:

2.2.1. The Town hereby expressly finds that if the Project is not undertaken, the System will pose a health hazard to the Town and its inhabitants and will make the Town unable to comply with state and federal law.

2.2.2. Because of the functional interdependence of the various portions of the System, the fact that the System may not lawfully operate unless it complies with State and federal laws, including SDCL Chapter 34A-2, and the federal Clean Water Act, and the nature of the improvements financed, the Town hereby finds and determines that the Project will substantially benefit the entire System and all of its users within the meaning of Sections 15 and 17 of the Act.

2.2.3. The Town hereby determines and finds that for the purposes of the Act, including, in particular, Sections 15 and 17 of the Act, only the net income from the Project financed by the Revenue Bond be pledged for its payment.

SECTION 3. Authorization of Loan, Pledge of Revenue and Security.

3.1. Authorization of Loan. The Town hereby determines and declares it necessary to finance up to \$698,600 of the costs of the Project through the issuance of bonds payable from the revenue of the Project and other funds secured by the Town. The

Town hereby determines that because the Revenue Bond is issued in connection with a financing agreement described in SDCL 46A-1-49, pursuant to Section 15 of the Act no election is required to issue the Revenue Bond.

3.2. Approval of Loan Agreement. The execution and delivery of the Revenue Obligation Loan Agreement (the "Loan Agreement"), the form of which is on file with the Finance Officer (the "Finance Officer") and open to public inspection, between the Town as Borrower and the District, is hereby in all respects authorized, approved and confirmed, and the President and Finance Officer are hereby authorized and directed to execute and deliver the Loan Agreement in the form and content attached hereto, with such changes as the Attorney for the Town deems appropriate and approves, for and on behalf of the Town. The President and Finance Officer are hereby further authorized and directed to implement and perform the covenants and obligations of the Town set forth in or required by the Loan Agreement. The Loan Agreement herein referred to and made a part of this Resolution is on file in the office of the Finance Officer and is available for inspection by any interested party.

3.3. Approval of Revenue Bond. The issuance of a revenue bond in a principal amount not to exceed \$698,600 as determined according to the Loan Agreement in the form and content set forth in Appendix B attached to the form of Loan Agreement (the "Revenue Bond") shall be and the same is, in all respects, hereby authorized, approved, and confirmed and the President, Finance Officer, and other appropriate officials shall be and are hereby authorized and directed to execute and seal the Revenue Bond and deliver the Revenue Bond to the District, for and on behalf of the Town, upon receipt of the purchase price, and to use the proceeds thereof in the manner set forth in the Loan Agreement. The President and Finance Officer are hereby authorized to approve the final terms of the Revenue Bond and their execution and delivery thereof shall evidence that approval. The Revenue Bond shall be issued under the authority of SDCL Chapter 9-40 and SDCL Chapter 6-8B, and the provisions of the Act are hereby expressly incorporated herein as provided in Section 19 of the Act.

3.4. Pledge of Revenues. The Revenue Bond together with the interest thereon, shall not constitute a charge against the Town's general credit or taxing power, but shall be a limited obligation of the Town payable solely out of the Project Debt Service Account, which payments, revenues and receipts are hereby and in the Loan Agreement pledged and assigned for the equal and ratable payments of the Revenue Bond and shall be used for no other purpose than to pay the principal of, interest and Administrative Surcharge on the Revenue Bond, except as may be otherwise expressly authorized in the Loan Agreement (including the purpose of securing Additional Bonds issued as permitted by the terms thereof). The Town covenants and agrees to charge rates for all services from the Project or establish special charges or surcharges which will be sufficient to provide for the payments upon the Revenue Bond issued hereunder as and when the same become due, and as may be necessary to provide for the operation and maintenance and repairs of the Project, and depreciation, and the Rate Resolution shall be revised from time to time so as to produce these amounts. The Town hereby reserves the right to determine on a periodic

basis the appropriate allocation of operation and maintenance expenses, depreciation, repair and reserves associated with the facilities financed with the Revenue Bond, provided that such determination of allocable operation and maintenance expenses shall in no event abrogate, abridge or otherwise contravene the covenant of the Town set forth in this Section 3 or any other covenant or agreement in the Loan Agreement.

SECTION 4. Special Charge or Surcharge for Revenue Bond.

4.1. The Town does hereby create the Revenue Bond Special-Surcharge District (the “Surcharge District”) which shall include all users which benefit from the Project. There shall be charged a special charge or surcharge pursuant to Section 15 of the Act for the services provided by Project financed by the Revenue Bond. The special charge or surcharge shall be segregated from other revenues of the System and shall be used for the payment of the Revenue Bond. The special charge or surcharge shall create net income, remaining from time to time after first paying all reasonable and current expenses of maintenance, repairs, replacements and operation, sufficient to fund interest, reserve and debt service fund annual requirements and shall be 110% of the debt service requirements on the Revenue Bond.

4.2. Rates and collection. The rate herein specific will be collected as a special charge or surcharge for the Project. This special charge or surcharge shall remain in effect until such time as the Revenue Bond is defeased or paid in full.

4.3. Initial Surcharge. The initial special charge or surcharge shall be set by resolution and collected at the same time as other charges of the utility. All users within the Surcharge District which benefit from the Project, current and future, shall be charged the special charge or surcharge. The special charge or surcharge is found to be equitable for the services provided by the Project. The special charge or surcharge shall begin at such time as will produce sufficient revenue to pay principal of, interest and Administrative Surcharge on the Revenue Bond when due.

4.4. Segregation. The Finance Officer shall set up bookkeeping accounts in accordance with South Dakota Legislative Audit guidelines for the segregation of the revenue, special charges and surcharges.

4.5. Periodic review. The amount of the surcharge shall be reviewed from time to time, not less than yearly, and shall be modified in order to produce such funds as are necessary and required to comply with the Loan Agreement’s rate covenant and to pay principal of, interest and Administrative Surcharge on the Revenue Bond when due. The surcharge may be set by resolution in accordance with this Section. The rate resolution shall be necessary for the support of government and shall be effective upon passage.

SECTION 5. Additional Bonds. As permitted by Sections 8 and 9 of the Act, Additional Bonds payable from revenues and income of the System or Project may be issued, as permitted in the Loan Agreement, and no provision of this Resolution shall have the effect of restricting the

issuance of, or impairing the lien of, such additional parity bonds with respect to the net revenues or income from the extensions, additions or improvements. The Town shall have the right to issue additional bonds secured by a lien subordinate to the lien from the Revenue Bond pursuant to the Loan Agreement.

SECTION 6. Project Fund Accounts. For the purpose of application and proper allocation of the income of the Project and to secure the payment of principal, Administrative Surcharge and interest on the Revenue Bond, the following mandatory asset segregations shall be included in the sewer system account of the Town and shall be used solely for the following respective purposes until payment in full of the principal of and interest on the Revenue Bond:

6.1. Project Revenue Account. There shall be deposited periodically into the Project Revenue Account the net revenues as defined in Section 17 of the Act derived from the operation of the Project collected pursuant to the resolutions and ordinances of the Town of Hermosa, South Dakota (collectively the “Rate Resolution”). Moneys from the Project Revenue Account shall be transferred periodically into separate funds and accounts as provided below.

6.2. Project Debt Service Account. Out of the revenues in the Project Revenue Account, there shall be set aside no later than the 25th day of each month into the account designated Project Debt Service Account, a sum sufficient to provide for the payment as the same become due of the next maturing principal of, interest and Administrative Surcharge on the Revenue Bonds and any reserve determined by the Town’s governing body to be necessary. The amount set aside monthly shall be not less than one-third of the total principal, interest, and Administrative Surcharge payable on the following February 15, May 15, August 15 or November 15 and if there shall be any deficiency in the amount previously set aside, then the amount of such deficiency shall be added to the current requirement.

6.3. Depreciation Account. There shall be established a General Depreciation Account. Out of the revenues of the Project Revenue Account there shall be set aside each month into the General Depreciation Account an amount determined by the Board of Trustees to be a proper and adequate amount for repair and depreciation of the Project.

6.4. Project Surplus Account. There shall be established the Project Surplus Account. Revenues remaining in the Project Revenue Account at the end of any fiscal year after all periodic transfers have been made therefrom as above required, shall be deemed to be surplus and shall be transferred to the Project Surplus Account. If at any time there shall exist any default in making any periodic transfer to the Project Debt Service Account, the Board of Trustees shall authorize the Finance Officer to rectify such default so far as possible by the transfer of money from the Project Surplus Account. If any such default shall exist as to more than one account or fund at any time, then such transfer shall be made in the order such funds and accounts are listed above.

When not required to restore a current deficiency in the Project Debt Service Account, moneys in the Project Surplus Account from time to time may be used for any of the following purposes and not otherwise:

- (a) To redeem and prepay the Revenue Bond when and as such Revenue Bond becomes prepayable according to its terms;
- (b) To pay for repairs of or for the construction and installation of improvements or additions to the System; and, if the balances in the Project Debt Service Account and the Project Depreciation Account are sufficient to meet all payments required or reasonably anticipated to be made there from prior to the end of the then current fiscal year, then:
- (c) To be held as a reserve for redemption and prepayment of any bonds of the System which are not then but will later be prepayable according to their terms; or
- (d) To be used for any other authorized municipal purpose designated by the Board of Trustees.
- (e) No moneys shall at any time be transferred from the Project Surplus Account or any other account of the Fund to any other fund of the Town, nor shall such moneys at any time be loaned to other municipal funds or invested in warrants, special improvements bonds or other obligations payable from other funds, except as provided in this Section.

SECTION 7. Approval of Paying Agent/Registrar. The Revenue Bond shall be payable at the office of U.S. Bank National Association, St. Paul, Minnesota, hereby designated as paying agent and registrar.

SECTION 8. Approval of Bond Counsel. Meierhenry Sargent LLP is hereby retained as Bond Counsel with respect to the Revenue Bond.

SECTION 9. Tax Matters. The Interest on the Revenue Bond shall be excludable from gross income for federal income tax purposes under the Internal Revenue Code of 1986, as amended (“the Code”) and applicable Treasury Regulations (the “Regulations”).

SECTION 10. Covenants. The Town hereby covenants and agrees with the District and other owners of the Revenue Bond as follows:

10.1. The Town will punctually perform all duties with reference to the Project, the System and the Revenue Bond required by the constitution and laws of the State of South Dakota and by this Resolution.

10.2. The Town agrees and covenants that it will promptly construct the improvements included in the Project.

10.3. The Town covenants and agrees that pursuant to Sections 25 through 27 of the Act, the lawful holders of the Revenue Bond shall have a statutory mortgage lien upon the Project and the extensions, additions and improvements thereto acquired pursuant to the Act, until the payment in full of the principal and interest on the Revenue Bond, and the Town agrees not to sell or otherwise dispose of the System, the Project, or any substantial part thereof, except as provided in the Loan Agreement and shall not establish, authorize or grant a franchise for the operation of any other utility supplying like products or services in competition therewith, or permit any person, firm or corporation to compete with it in the distribution of water for municipal, industrial, and domestic purposes within the Town.

10.4. The Town covenants and agrees with the District and other owners of the Revenue Bond that it will maintain the System in good condition and operate the same in an efficient manner and at a reasonable cost, so long as any portion of the Revenue Bond remains outstanding; that it will maintain insurance on the System for the benefit of the holders of the Revenue Bond in an amount which usually would be carried by private companies in a similar type of business; that it will prepare, keep and file records, statements and accounts as provided for in this Resolution and the Loan Agreement. The Revenue Bond shall refer expressly to this Resolution and the Act and shall state that it is subject to all provisions and limitations thereof pursuant to Section 19 of the Act.

SECTION 11. Depositories. The Finance Officer shall cause all moneys pertaining to the Funds and Accounts to be deposited as received with one or more banks which are duly qualified public depositories under the provisions of SDCL Ch. 4-6A, in a deposit account or accounts, which shall be maintained separate and apart from all other accounts of the Town, so long as any of the Bonds and the interest thereon shall remain unpaid. Any of such moneys not necessary for immediate use may be deposited with such depository banks in savings or time deposits. No money shall at any time be withdrawn from such deposit accounts except for the purposes of the Funds and Accounts as authorized in this Resolution; except that moneys from time to time on hand in the Funds and Accounts may at any time, in the discretion of the Town's governing body, be invested in securities permitted by the provisions of SDCL 4-5-6; provided, however, that the Depreciation Fund may be invested in such securities maturing not later than ten years from the date of the investment. Income received from the deposit or investment of moneys shall be credited to the Fund or Account from whose moneys the deposit was made or the investment was purchased, and handled and accounted for in the same manner as other moneys therein.

SECTION 12. Consent to Appointment. In the event of mismanagement of the Project, a default in the payment of the principal or interest of the Revenue Bond, or in any other condition thereof materially affecting the lawful holder of the Revenue Bond, or if the revenues of the Project are dissipated, wasted or diverted from their proper application as set forth in the Loan Agreement, Revenue Bond, or herein, the Town hereby consents to the appointment of a receiver pursuant to Section 33 of the Act, and agrees that the receiver will have the powers set forth therein, and in

Sections 34 and 35 of the Act to operate and administer the Project, and charge and collect rates as described therein.

SECTION 13. Severability. If any section, paragraph, clause or provision of this Resolution, the Loan Agreement, the Revenue Bond, or any other Loan Document shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Resolution or said Loan Agreement, Revenue Bond, or any other Loan Document.

SECTION 14. Repeal of Resolution. At such time as the Revenue Bond is defeased or paid in full, this Resolution and the special charge or surcharge shall automatically be repealed without any further action of the Town.

SECTION 15. Authorization of Town Officials. The President, Finance Officer, Town Attorney and Town officials shall be and they are hereby authorized to execute and deliver for and on behalf of the Town any and all other certificates, documents or other papers and to perform such other acts as they may deem necessary or appropriate in order to implement and carry out the actions authorized herein.

SECTION 16. Effective Date. This Resolution shall take effect on the 20th day following its publication, unless suspended by a referendum.

Adopted at Hermosa, South Dakota, this ____ day of _____ 2022.

APPROVED:

President

(SEAL)

Attest: _____
Finance Officer

First reading: _____
Published: _____
Effective: _____

8E

CHANGE ORDER NO. 2 REV. - FINAL

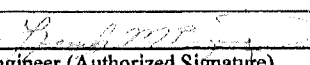
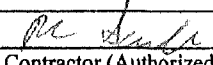
Date of Issuance: June 2, 2022

| | |
|---|---------------------------------------|
| Project: Town of Hermosa - Water & Sewer Extension Project | Project Location: Hermosa, SD |
| Owner: Town of Hermosa PO BOX 298, Hermosa, SD 57744 | Owner's Contract No.: |
| Engineer: ACES, 324 Saint Joseph Street, Suite 200, Rapid City, SD 57701 | Project No: 21-1144d |
| Contractor: RCS Construction, PO BOX 9337, Rapid City, SD 57709-9337 | Date of Contract: October 29, 2021 |

The Contract Documents are modified as follows upon execution of this Change Order:

| |
|--|
| Bid Item #19 – Seed, Fertilize and Mulch: Delete -\$5,966.25 (3225 SY at Unit Cost of \$1.85/SY) |
| Replacement Item - Seed, Fertilize and Mulch at \$1.25/SY for 3,000' x 40' = 120,000 SqFt /9 = 13,333.3 SY |
| ADD of Change Order: +\$ 16,666.63 |
| Balance ADD of Change Order: \$16,666.63 - \$5,966.25 = \$10,700.38 |
| Attachments: (List documents supporting change): None |

| CHANGE IN CONTRACT PRICE: | CHANGE IN CONTRACT TIMES: |
|--|--|
| Original Contract Price: \$ 564,981.04 | Original Contract <input type="checkbox"/> Working days <input type="checkbox"/> Calendar days Completion (date): March 1, 2022 |
| Increase from previously approved Change Orders No. 1: \$ 32,568.73 | [Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: Completion (days): N/A |
| Contract Price prior to this Change Order: \$ 597,549.77 | Contract Times prior to this Change Order: Completion (date): March 1, 2022 |
| Increase of this Change Order: \$ 10,700.38 | Increase of this Change Order: Completion (date): April 15, 2022 |
| Contract Price incorporating this Change Order: \$ 608,250.15 | Contract Times with all approved Change Orders: Completion (date): April 15, 2022 |

| | | |
|--|---|--|
| RECOMMENDED: ACES | ACCEPTED: Town of Hermosa | ACCEPTED: RCS |
| By:  Engineer (Authorized Signature) | By: _____ Owner (Authorized Signature) | By:  Contractor (Authorized Signature) |
| Date: 06/02/2022 | Date: _____ | Date: 6/2/22 |

Contractor's Application For Payment No. #04 Revised Final

| | | |
|---|---|---|
| To (Owner): Town of Hermosa | Application Period: 6/2/2022 | Via (Engineer): Affordably Creative Engineering Services |
| Project: Town of Hermosa - Water & Sewer Extension Project | From (Contractor): R.C.S. Construction | Pay Application #4: Revised Final |
| Owner's Contract No.: | Contractor's Project No.: 202149 | Engineer's Project No.: 21-1144d |

Application for Payment

Change Order Summary


| Approved Change Orders | Additions | Deductions | |
|------------------------|---------------------|------------|---------------------|
| Change Order #1 | \$ 32,568.73 | | \$ 564,981.04 |
| Change Order #2 | \$ 10,700.38 | | \$ 43,269.11 |
| | | | \$ 608,250.15 |
| | | | \$ 608,250.15 |
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
| | | | \$ 608,250.15 |
| | | | \$ 562,004.34 |
| | | | \$ 46,245.80 |
| | | | \$ - |
| TOTALS | \$ 43,269.11 | \$ | \$ 43,269.11 |
| NET CHANGE BY | \$ | | \$ |
| CHANGE ORDERS | | | \$ |

1. ORIGINAL CONTRACT PRICE
2. Net change by Change Orders
3. CURRENT CONTRACT PRICE (Line 1 ± 2)
4. TOTAL COMPLETED AND STORED TO DATE
(Column F on Progress Estimate)
5. RETAINAGE (0%):
 - a. Work Completed
 - b. 0% x \$0.00 Stored Material
 - c. Total Retainage (Line 5a + Line 5b)
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)
8. AMOUNT DUE THIS APPLICATION
9. BALANCE TO FINISH, PLUS RETAINAGE
(Column G on Progress Estimate + Line 5 above)

Contractor's Certification

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Payment of: 46,245.80
(Line 8 or other - attach explanation of other amount)

is recommended by: 

Payment of: _____
(Line 8 or other - attach explanation of other amount)

is approved by: _____ (Owner)

Approved by: _____ (Funding Agency (if applicable))

By:  6/2/2022

06/03/2022
(Date)

8 E

Progress Estimate Contractor's Application #04 Revised Final

| For (contract): | | Town of Hermosa - Water & Sewer Extension Project | | Application Number: #04 Revised Final | | June 2, 2022 | | | | | | | | | | | |
|---------------------|--|---|---------------|---------------------------------------|--------------------------|------------------------------|---------------------------------|--|--|--|---------------------------|--|--|-----------|--|---------------------------|--|
| Application Period: | | 6/2/2022 | | Work Completed | | June 2, 2022 | | | | | | | | | | | |
| A | | B | | C | | D | | E | | F | | G | | | | | |
| Item | | Contract Information | | Total Value of Item (\$) | | Estimated Quantity Installed | | Value of Work Installed to Date | | Materials Presently Stored (not in C or D) | | Total Completed and Stored to Date (D + E) | | % (F / B) | | Balance to Finish (B - F) | |
| Bid Item No. | Item | Units | Item Quantity | Unit Price | Total Value of Item (\$) | Estimated Quantity Installed | Value of Work Installed to Date | Materials Presently Stored (not in C or D) | Total Completed and Stored to Date (D + E) | % (F / B) | Balance to Finish (B - F) | | | | | | |
| 1. | Mobilization | | 1.0 | \$ 36,966.36 | \$36,966.36 | 1 | \$ 36,966.36 | | \$ 36,966.36 | 100% | \$0.00 | | | | | | |
| 2. | Miscellaneous and Incidentals | | 1.0 | \$ 16,670.31 | \$16,670.31 | 1 | \$ 16,670.31 | | \$ 16,670.31 | 100% | \$0.00 | | | | | | |
| 3. | Erosion and Sediment Control | | 1.0 | \$ 5,443.75 | \$5,443.75 | 1 | \$ 5,443.75 | | \$ 5,443.75 | 100% | \$0.00 | | | | | | |
| 4. | Traffic Control | | 1.0 | \$ 3,792.69 | \$3,792.69 | 1 | \$ 3,792.69 | | \$ 3,792.69 | 100% | \$0.00 | | | | | | |
| 5. | 8" Water Main C-900, DR-18 | | 2876.0 | \$ 61.11 | \$175,752.36 | 2876 | \$ 175,752.36 | | \$ 175,752.36 | 100% | \$0.00 | | | | | | |
| 6. | 6" Water Main C-900, DR-18 (PH LEADS) | | 36.0 | \$ 64.31 | \$2,315.16 | 36 | \$ 2,315.16 | | \$ 2,315.16 | 100% | \$0.00 | | | | | | |
| 7. | 8" 90° Horiz. Bend | | 2.0 | \$ 724.35 | \$1,448.70 | 2 | \$ 1,448.70 | | \$ 1,448.70 | 100% | \$0.00 | | | | | | |
| 8. | 8" 11.25" Vertical Bend | | 6.0 | \$ 613.64 | \$3,681.24 | 6 | \$ 3,681.24 | | \$ 3,681.24 | 100% | \$0.00 | | | | | | |
| 9. | 8" 22.5" Vertical Bend | | 4.0 | \$ 619.11 | \$2,476.44 | 4 | \$ 2,476.44 | | \$ 2,476.44 | 100% | \$0.00 | | | | | | |
| 10. | 8" Gate Valve | | 6.0 | \$ 832.59 | \$4,995.54 | 6 | \$ 4,995.54 | | \$ 4,995.54 | 100% | \$0.00 | | | | | | |
| 11. | 8" x 6" x 8" Tee | | 6.0 | \$ 408.69 | \$2,452.14 | 6 | \$ 2,452.14 | | \$ 2,452.14 | 100% | \$0.00 | | | | | | |
| 12. | 8" Cap | | 1.0 | \$ 30,020.99 | \$30,020.99 | 1 | \$ 30,020.99 | | \$ 30,020.99 | 100% | \$0.00 | | | | | | |
| 13. | Boring of Shute Road for water and sewer mains | | 1.0 | \$ 171,971.28 | \$171,971.28 | 2901 | \$ 171,971.28 | | \$ 171,971.28 | 100% | \$0.00 | | | | | | |
| 14. | Sanitary Sewer Main, 10" PVC | | 2901.0 | \$ 59.28 | \$171,971.28 | 2901 | \$ 171,971.28 | | \$ 171,971.28 | 100% | \$0.00 | | | | | | |
| 15. | 48" PCC Manhole | | 8.0 | \$ 3,581.35 | \$28,650.80 | 8 | \$ 28,650.80 | | \$ 28,650.80 | 100% | \$0.00 | | | | | | |
| 16. | Fire Hydrant w/Aux Valve | | 5.0 | \$ 6,477.46 | \$32,387.30 | 5 | \$ 32,387.30 | | \$ 32,387.30 | 100% | \$0.00 | | | | | | |
| 17. | Flush Mounted Tracer Wire Access Box | | 5.0 | \$ 477.84 | \$2,389.20 | 5 | \$ 2,389.20 | | \$ 2,389.20 | 100% | \$0.00 | | | | | | |
| 18. | Sewer Main Encasement with insulation | | 200.0 | \$ 89.43 | \$17,886.00 | 200 | \$ 17,886.00 | | \$ 17,886.00 | 100% | \$0.00 | | | | | | |
| 19. | Seed, Fertilize and Mulch | | 3225.0 | \$ 1.85 | \$5,966.25 | 3225 | \$ 5,966.25 | | \$ 5,966.25 | 100% | \$0.00 | | | | | | |
| 20. | Remove line #19 per CO #2 | | 3225.0 | \$ (1.85) | \$(5,966.25) | 3225 | \$(5,966.25) | | \$(5,966.25) | 100% | \$0.00 | | | | | | |
| 21. | Add CO #2 Seeding | | 13333.3 | \$ 1.25 | \$16,666.63 | 13333.3 | \$ 16,666.63 | | \$ 16,666.63 | 100% | \$0.00 | | | | | | |
| 22. | Material Testing | | 1.0 | \$ 4,499.07 | \$4,499.07 | 1 | \$ 4,499.07 | | \$ 4,499.07 | 100% | \$0.00 | | | | | | |
| 23. | 1" Water Service with curb stop location TBD Change Order #1 | | 1.0 | \$ 3,286.65 | \$3,286.65 | 1 | \$ 3,286.65 | | \$ 3,286.65 | 100% | \$0.00 | | | | | | |
| | | | 1.0 | \$ 32,568.73 | \$32,568.73 | 1 | \$ 32,568.73 | | \$ 32,568.73 | 100% | \$0.00 | | | | | | |
| | | | | | \$608,250.15 | | \$ 608,250.15 | | \$ 608,250.15 | 100% | \$0.00 | | | | | | |

82

Gail Boddicker

From: Tramp, Dylan - RD, State Office <dylan.tramp@usda.gov>
Sent: Wednesday, May 25, 2022 12:08 PM
To: lberg@proacesinc.com
Cc: 'Dan Holsworth'; Gail Boddicker; dfinch@proacesinc.com
Subject: RE: [External Email]Town of Hermosa Water Project Funding | Facility Plan Water Distribution System

Greetings,

Thank you for sharing. Rural Development funding can be considered for your project. We have loan and grant funding available, of which our current loan interest rate is 2% and can be spread out over a 40 year term. Our interest rate adjusts quarterly and is projected to increase on 7/1/22. Interest rates are locked in at the time of loan approval. Grant funding is available, but is very hard to project this far in advance. RD uses many variables to determine how much, if any, grant funding can be contributed towards any given project. Grant awards are based on the MHI of the service area, current water rates in comparison to similar towns/water systems, correction of health/sanitary issues, grant availability, RD applications on hand, and the economic viability of the project overall. While Hermosa would appear to be grant eligible, it is difficult to forecast how much grant funding would be considered. For ballpark numbers, I think it would be safe to forecast a 40 year loan at roughly 2.25% and hope that there is potential for grant funding to be thrown in the mix, if available.

If interested in pursuing RD funding, the first step would be to submit your full PER so that we can take a look. I can run some preliminary loan numbers beforehand, if needed. For additional information, a complete RD application consists of a PER, to be reviewed by RD's engineer, an Environmental Report, and an electronic funding application. There are many moving parts, so it's not necessarily as quick of a process as other lenders. If you'd like to discuss the application process in further detail, please let me know and we can get something scheduled.

Best regards,

Dylan Tramp

Loan Specialist
Rapid City, Rural Development
United States Department of Agriculture
Phone: 605.858.6679 www.rd.usda.gov

"Together, America Prospers"

USDA is an equal opportunity provider, employer, and lender.

From: lberg@proacesinc.com <lberg@proacesinc.com>
Sent: Tuesday, May 17, 2022 1:42 PM
To: Tramp, Dylan - RD, State Office <dylan.tramp@usda.gov>
Cc: 'Dan Holsworth' <gjholsworth@midco.net>; 'Gail Boddicker' <gail@hermosasd.com>; dfinch@proacesinc.com
Subject: [External Email]Town of Hermosa Water Project Funding | Facility Plan Water Distribution System

[External Email]

If this message comes from an **unexpected sender** or references a **vague/unexpected topic**;
Use caution before clicking links or opening attachments.
Please send any concerns or suspicious messages to: Spam.Abuse@usda.gov

Hello Dylan,

I spoke with Board President Dan Holsworth today regarding USDA potential funding options.

I am including a DropBox link to the facility plan submitted to SDDANR, I have also attached the additional information submitted.

Water:

<https://www.dropbox.com/s/gkpav88ui42qky5/Town%20Hermosa%20Facility%20Plan%20Water%20FINAL%2012-28-21.pdf?dl=0>

Alternative 1 considered was Regionalization through SBHW:

The total monthly cost per user assuming 254 accounts for Alternative No. 1 includes:

- Debt Repayment: \$22.06
- SBHW Water Rates: \$18.90
- O & M: \$29.07
- Total Cost: \$70.03*

*(For the first five years, then rates increase every year until full 30-year term)

Combination of water Alternatives applied for through SDDANR:

Even though, these alternates could be completed independently, the true solution involves all three (3) options working together for the success of the Town of Hermosa.

| | | |
|--|--|----------------------------|
| Drilling a new Madison Well: Debt Repayment: | \$33.93 | |
| WRT Treatment System: Debt Repayment: | \$7.28 | Funding through Custer Co. |
| Gumbo Lily Lane Extension: Debt Repayment: | <u>\$ 7.09</u> | |
| | Total Debt Repayment: \$48.30 | \$41.02 |
| | <u>O&M Costs</u> | <u>\$23.63</u> |
| | User Rate with no grant \$71.93 | \$64.65 |

Regionalization is clearly not the most cost effective solution and it is not the selected solution by the Town. These costs are outlined with no grant and full loan. As with all other projects reviewed by SDDANR a grant amount of 30% should have been highly likely, but the Town's application was deferred with no explanation. Following the Board Meeting the review meeting with SDDANR explained that they State would like the Town to regionalize.

We need to determine what the options are for the Town moving forward. Is there a time where we can meet with the Town to review any options through USDA for funding/grants? The Town needs to provide their direction forward to the SDDANR next week so there is a degree of urgency with this matter.

Please let me know if you have any questions.

Thank you!

Leah M. Berg, P.E.
Civil Engineer / President



Affordably Creative Engineering Services, Inc
324 St. Joseph St, Suite 200
Rapid City, SD 57701
Fax 605-716-1144
Phone 605-716-4646
Cell 605-545-1120
LBerg@proacesinc.com

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HERMOSA PLANNING & ZONING BOARD
REGULAR MEETING
May 24, 2022 @ 6:00pm



9A

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

CALL FOR CHANGES: Motion made; seconded to amend the agenda moving 5a from new business to 4a. Vote; all aye; motion carried.

CONSENT CALENDAR: Motion made; seconded to approve the May 10, 2022, meeting minutes; Vote; all aye; motion carried.

OLD BUSINESS:

Permit 2022-16; G&G Subdivision; Lot A5, Parcel 015093, 102 N. Ferguson St.; Discussion included G&G will extend the driveway from the parking lot public easement to the west 20 feet to the property line. G&G will level with gravel. There will be no road on the existing privately owned utility easement. Board recommended no future development on with access from the utility easement. Any future development will need to use N. Ferguson for access. Henrichsen indicated the deck is off of the west side of the home not the north as indicated in the staff report. Motion made, seconded to approve permit based on engineer's staff report and correction on deck located on the west side of the home; vote; all aye; motion carried.

NEW BUSINESS:

Permit 2022-18; Commercial Bldg/Digging- Custer County Fairgrounds; Parcel 009305; Ballfield; Concession Stand, Bathrooms, and Storage. Board questioned water and sewer access for the new building. Ferguson verified that water would be hooked up just to the west off of Ferguson St. Sewer would be accessed from the south of the property. Waltman asked if a lift station would be needed, and Ferguson indicated they will not have to connect to a lift station. A letter provided from the Hermosa Little League asked if any fees could please be waived. Motion made, seconded, to approve permit, waiving only the permit fees at this time; vote; all aye; motion carried.

Permit 2022-19; Subdivision Plat Application; Parcel 000207; Tract 2A & 2B; Motion made and seconded to approve the application based on the engineer's staff report; vote; all aye; motion carried.

REVIEW BOT MINUTES:

May 17, 2020

ORDINANCE REVIEW & WORK ITEMS:

Concrete Ordinance; Ordinance to provide for the uniform and safe construction of concrete work done in the right of ways, government, and commercial properties within the town of Hermosa. Including but not limited to sidewalks, curbs, driveways, and slabs. Harris provided an updated draft of the ordinance. Discussion included adding definitions and diagrams. Board agreed that no changes were needed. Thomason agreed to format the new ordinance. Motion made; seconded; to send on to the next BOT meeting and to the engineer for review. vote; all aye; motion carried

Annexation Study; Pending

Review of 2018 Comprehensive Plan; Pending

TRUSTEE INPUT:

CITIZEN INPUT: A Citizen complained that his permit was not on the Tuesday May 24th, 2022, agenda after just turning in his permit application on Monday May 23rd, 2022. Citizen was made aware that permits need to be turned in by the Thursday before a Tuesday meeting.

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

ADJOURN: Motion made, seconded to adjourn the meeting at 6:42 pm; Vote; all aye; motion carried.

Joan Harris, Planning & Zoning Board President

Jill Dybvig, Administrative Assistant

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

Town of Hermosa

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

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

Email: town@hermosasd.com

9B

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

IF YES – YOU NEED A FLOODPLAIN DEVELOPMENT PERMIT

DIGGING/GRADING PERMIT

DATE 4-28-22

PERMIT # 2022-16

Receipt # _____ Cash _____ Check # 01856 Amount 5000 (\$50.00) up to 100CY
\$20.00 each additional 100 CY

Name Gary Hunsaker
Lot Address 1st AS G+G
Mailing Address Box 212 Email Connie hunsaker & G. Hunsaker
Legal Description 1st AS G+G Subdiv
Telephone # 605-484-6762 Cellphone # _____
Contractor Chuck Ferguson Phone # 605-390-0045

Contractors must all be registered with the Town of Hermosa

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

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

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

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

Quantity of Grading or Excavation: 15 Cubic Yards Area to be disturbed by proposed work: .05 acres

Identify types of erosion control to be applied: None 4.5' Trenching & CADDERS

Source/Destination of materials: Back fill

Provide traffic control per Manual on Uniform Traffic Control Devices.

Hard route: Does not apply

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

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

Stormwater permit application attached. _____ Yes No N/A

This permit will expire one year from date of issuance.

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

Relationship to Property: Owner _____ Contractor _____ Owners Representative

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

Signature

Date

PLANNING AND ZONING COMMISSION
 Approved Denied
NAME: Jean Harris
TITLE: President
SIGNATURE: _____
DATE: _____
APPLICATION FEE: \$50.00 DATE PAID: _____

HERMOSA BOARD OF TRUSTEES
 Approved Denied
NAME: Dan Hulswoth
TITLE: President
SIGNATURE: _____
DATE: _____
DATE PERMIT ISSUED: _____

Parcel # 015093 OFFICE USE ONLY

Town of Hermosa

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

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

Email: town@hermosasd.com

RESIDENTIAL BUILDING PERMIT APPLICATION

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

DATE 4.28.2022

PERMIT # 2022-16

Receipt # _____ Cash _____ Check # 01855 Amount 75.00

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

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

*****IF YES – YOU NEED A FLOODPLAIN DEVELOPMENT PERMIT*****

APPLICATION SUBMITTED BY:

Property Owner Name(s) Gary Hunsaker

Mailing Address Box 212 Hermosa

City Hermosa State S.D Zip 57744

Email Connie.hunsaker@gmail.com

Phone # Home 605-484-6762 Cell 605-484-6762 Work N/A

LEGAL DESCRIPTION

Subdivision name: 686 Subdiv. Lot # A1 Block _____ Lot Size 28400 sq ft

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

Building address: Lot A5 Walnut Creek Pond

CLASS OF WORK TO BE DONE

New structure Demolition _____ Remodel _____ Addition _____

Residential: Single Family Accessory _____ Multi-Family _____

Proposed Use Building: Residence

Building Area (Sq. Ft.): 1620 sq ft Height: 11.5 ft # of Units 1

No. of Stories: 1 No. of Bathrooms: 2 Deck: 12x12 Deck Area (Sq. Ft.): 144

SETBACK FROM LOT LINES:

FEET

CITY MINIMUM

Applicable Zoning District

(20'/25')

Front 25'

Parcel # D15093
OFFICE USE ONLY

Town of Hermosa

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

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

Email: town@hermosasd.com

Rear 130'
Sides N Side 20'

(5'/8'/15')

(8'/10'/25')

TYPE OF CONSTRUCTION

Wood _____ Concrete _____ Block _____ Brick _____ Modular Other _____

FOUNDATION

Thickness of Foundation _____ Thickness of footings _____ Width of Footings 24 Depth _____
Pier Foundation System: Diameter of pier 12" Spacing of pier 6ft.

CONTRACTOR INFORMATION

Contractors must all be registered with the Town of Hermosa

General Contractor
(Project POC/responsible party): Gary Hunsaker Phone: 605-484-6762

Structural Contractor: Modular Phone: _____

Electrical Contractor: Current Electric Phone: 605-786-5951

Plumbing Contractor: Ferguson Court Phone: 605-390-0045

Heat/Mechanical Contractor: Tanner Homes Phone: 605-342-7100

Excavation Contractor: Ferguson Court Phone: 605-390-0045

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

Does the building have a Historical Designation: Yes _____ No

Current utilities on site: Gas Water Electricity Municipal Sewer Septic N/A

Proposed utilities: Gas, water, sewer, electric

Describe Work: Trenching

TOTAL COST ESTIMATE OF IMPROVEMENTS: \$ 150,000

TOTAL SQUARE FOOTAGE OF PROJECT: 1620 sq ft

Town of Hermosa

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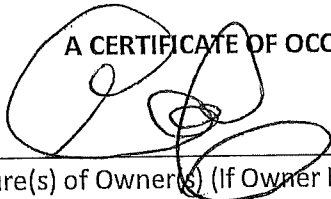
Email: town@hermosasd.com

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

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

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

A CERTIFICATE OF OCCUPANCY MUST BE OBTAINED BEFORE OCCUPYING STRUCTURE.



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

4-27-22

Date

Signature(s) of Contractor/Authorized Agent

Date

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

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

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Email: town@hermosasd.com

RESIDENTIAL SITE PLAN REQUIREMENTS

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

General

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

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

Additional information that may be required

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

Town of Hermosa

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Email: town@hermosasd.com

MANUFACTURED HOME MOVING PERMIT APPLICATION

DATE 5-24-22

PERMIT # 2022-76

| | | | |
|-----------------|------------|---------------------|-------------------------------|
| Receipt # _____ | Cash _____ | Check # <u>3078</u> | Amount <u>85⁰⁰</u> |
|-----------------|------------|---------------------|-------------------------------|

I, Gary Hunsaker, OWNER, having complied with all provisions of Hermosa Ordinance 153 and having secured the services of Isman Homes, who is/will be registered with the Town of Hermosa as a licensed building and structure mover, am hereby requesting permission to move a structure or mobile/manufactured/modular home from its existing location in the City/Town of HERMOSA, Custer County, SD (State) to a new location in the Town of Hermosa, Custer County, SD on the _____ day of _____, 20____.
The route to be taken during this move is as follows: Highway 79 South Hwy 40 East

I notified the Hermosa Town Maintenance Supervisor of this move on 5/15/2022.

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

The move is to be completed by 6/21/2022.

Mobile home serial number: 5028250AWK111486AB Tax Decal Number: _____
Make: Harat hof Model: 2900 X56
Year Manufactured: 2022 Seller: Isman Homes
Cost: 150,000.00 Lienholder: None

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

OWNER Signature [Signature] Date 5/26/22
Email: Connie.thunder @ S. Mind

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

Parcel #
015093
OFFICE USE ONLY

| PLANNING AND ZONING COMMISSION | HERMOSA BOARD OF TRUSTEES |
|---|---|
| <input type="checkbox"/> Approved <input type="checkbox"/> Denied | <input type="checkbox"/> Approved <input type="checkbox"/> Denied |
| NAME: _____ | NAME: _____ |
| TITLE: _____ | TITLE: _____ |
| SIGNATURE: _____ | SIGNATURE: _____ |
| DATE: _____ | DATE: _____ |
| APPLICATION FEE: <u>\$85.00</u> DATE PAID: _____ | DATE PERMIT ISSUED: _____ |

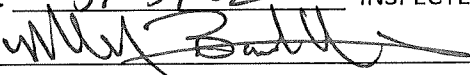
Town of Hermosa

PO Box 298 • 230 Main Street • Hermosa, SD 57744
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Email: town@hermosasd.com

DEALER DISCLOSURE FORM FOR MANUFACTURED HOMES

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

| | | | |
|----------------|----------------------|-------|-------|
| MANUFACTURER: | Clayton Hart | | |
| MODEL: | Anniversary Loft 560 | YEAR: | 2022 |
| SERIAL NUMBER: | WK111486 INAB | SIZE: | 29x56 |

| | | | |
|--------------------|---|---------------------------|---------------|
| AUTHORIZED DEALER: | Iseman Homes | 605 342 7100 | |
| | (Company Name) | (phone) | |
| DEALER'S ADDRESS: | 2900 E. Hwy 44 | Rapid City SD 57703 | |
| | (street) | (city) (state) (zip code) | |
| DATE INSPECTED: | 5/23/22 | INSPECTED BY: | Matt BARNHART |
| SIGNATURE: |  | DATE: | 5-23-2022 |

| | | |
|-------------------|--------------------|----------------------|
| PURCHASER'S NAME: | Corey | Hansake |
| | (First) | (Last) |
| CO-PURCHASER: | Connie | Hansake |
| | (First) | (Last) |
| ADDRESS: | Box 212 | Hermosa SD 57744 |
| | (street) (mailing) | (city) (state) (zip) |
| PHONE NUMBERS: | 605-484-6762 | Evening |
| | (Day) | |

| | | |
|-----------------------|-------------------------|---|
| NEW LOCATION OF HOME: | 1072 Main | lots 5 Hermosa |
| | (Physical Address only) | (Please include lot number if applicable) |

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

Signature 

Date 5-24-22

Pursuant to Ordinance 153.99 Any person, firm, association, or corporation who violates, disobeys, omits, neglects, or refuses to comply with, or resists the enforcement of, any of the provisions of this Ordinance shall, upon conviction thereof, be subject to a fine of one hundred dollars (\$100.00) together in addition to the cost of the enforcement action, including but not limited to reasonable attorney fees, expert fees, and inspector fees; each day violation shall constitute a 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 Ordinance.

Town of Hermosa

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Email: town@hermosasd.com

PLEASE PROVIDE PICTURES OF TRAILER (ALL SIDES)

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

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

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

Town of Hermosa

PO Box 298 * 230 Main St. Hermosa, SD

605-255-4291

Email: town@hermosasd.com

Pre-Inspection Form

To be retained in permanent file

| Customer Name | Permit # | Date |
|---------------|----------|-----------|
| Gary Hunsaker | 2022-16 | 5-11-2022 |

| Site Address | Parcel # |
|------------------------------|----------|
| Lot A5 - 102 N. Ferguson St. | 015093 |

MUST MEET ALL PERMIT REQUIREMENTS

Inspection

1. Walked site yes
2. Lot measurement X See map
3. Lot usage Res (40%)
4. Suitability of lot for proposed construction yes
A. Fill needed No B. Excavation/Trenching needed cosome
5. Utilities properly located on lot yes
6. Check for any easements yes
7. Check for Pins or Survey yes
8. Drainage NA

| Inspection Notes |
|------------------|
| |

| Inspectors Signature |
|----------------------|
| Chuck Ferguson |

| Date |
|---------|
| 5-11-22 |

lot A5



141.7
0.85
80

141.7
63

170

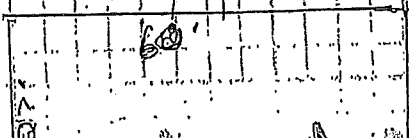
170
0.85

Total
structure
load 20.85

Total lot 20.143
0.85

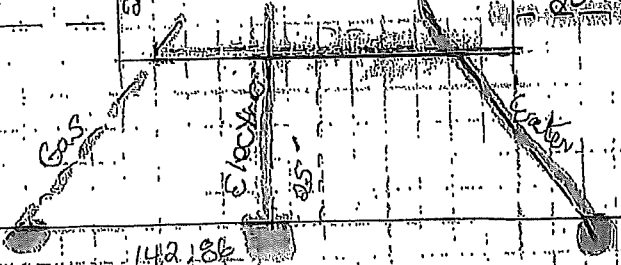
% of lot covered
0.575

62.85



4" sewer

1" = 20'



143.85

Reb. 5/20/01

Ingers Block

N

No future development with access from this Public Easement

65 ft.

65 ft.

65 ft.

N. Ferguson

179.9 ft.

Lot A5

142.86 ft

20 ft.

217.63 ft

Public Easement Will Level & Gravel

Parking Lot,

Public Easement

Ingles Blvd

Ingles Blvd

East Main

Gary Hunsaker owns both lots. All Public Access Easements are recorded, and cannot be built on.

The Paved portion of parking lot is only a portion of the Public Easement.

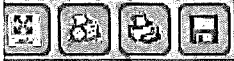
Pa 2



000245

013883

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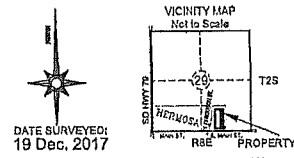
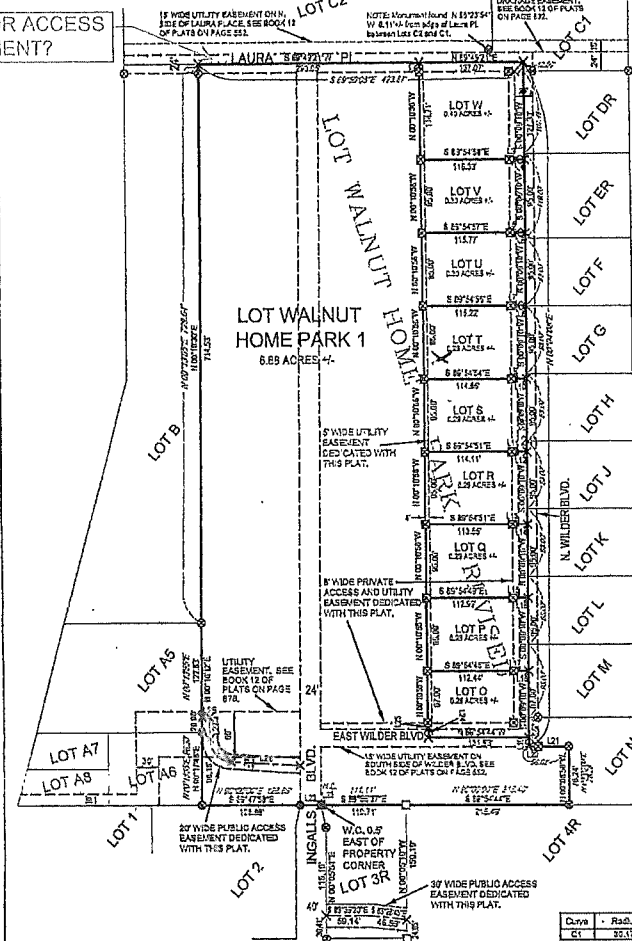
Alternate IDn/a
Class Residential
Acreage 0.652

Owner Address G & G DEVELOPMENT, I
PO BOX 212
HERMOSA, SD 57744-0

A PLAT OF
 LOT WALNUT HOME PARK 1, LOTS O, P, Q, R, S, T, U, V, AND W, ALL IN G & G
 SUBDIVISION, LOCATED IN SW1/4 SE1/4 SECTION 29, T2S, R8E, BHM, TOWN OF
 HERMOSA, CUSTER COUNTY, SOUTH DAKOTA
 FORMERLY LOT WALNUT HOME PARK (REVISED)

FOR A PLAT OF LOT WALNUT HOME PARK (REV) SEE BOOK 12 OF PLATS ON PAGE 552.

ROW OR ACCESS EASEMENT?

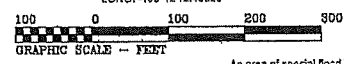


DATE SURVEYED:
 19 Dec, 2017
 NOTE: INCALLS BLVD., EAST WILDER BLVD., NORTH WILDER BLVD., AND LAURA PL. ARE 24' WIDE PRIVATE ACCESS & UTILITY EASEMENTS.

LEGEND

- ☐ Set rebar w/aluminum cap marked "ANDERSEN ENG PLS 5906"
- ☐ Found rebar w/ cap marked "VASKNETZ LS 7718"
- ⊙ Found rebar w/plastic cap marked "HANSON LS 6251"
- Found rebar
- × angle point not monumented
- 522.65' Start lettering denotes record calls

BASIS OF BEARING - GPS OBSERVATION
 taken N 85°27'48"W 2553.00' from the SW corner of Lot Walnut Home Park 1.
 OPUS STATIC SOLUTION NAD83(2011)
 LAT: 43°50'38.58283"
 LONG: -103°12'12.40328"



| Course | Bearing | Distance |
|--------|---------------|-----------|
| L1 | N 00°18'30" E | 13.00' |
| L2 | N 03°11'00" W | 13.00' |
| L3 | S 85°55'10" E | 8.00' |
| L4 | S 89°56'28" E | 12.00' |
| L5 | S 89°56'48" E | 8.00' |
| L6 | S 89°53'02" E | 12.00' |
| L7 | S 89°54'53" E | 8.00' |
| L8 | S 89°54'38" E | 12.00' |
| L9 | S 89°54'32" E | 8.00' |
| L10 | S 89°54'55" E | 12.00' |
| L11 | S 89°54'45" E | 8.00' |
| L12 | S 89°56'47" E | 12.00' |
| L13 | S 89°54'31" E | 8.00' |
| L14 | S 89°54'11" E | 12.00' |
| L15 | S 89°54'19" E | 8.00' |
| L16 | S 89°54'45" E | 12.00' |
| L17 | S 89°54'48" E | 8.00' |
| L18 | S 89°54'45" E | 12.00' |
| L19 | S 89°54'48" E | 8.00' |
| L20 | N 02°11'08" W | 8.00' |
| L21 | N 02°11'08" W | 8.00' |
| L22 | N 89°52'22" E | W.C. 0.57 |
| L23 | S 89°52'22" E | W.C. 0.57 |
| L24 | N 02°11'08" W | 8.00' |
| L25 | N 02°11'08" W | 8.00' |
| L26 | S 89°54'48" E | 12.00' |
| L27 | S 89°54'48" E | 12.00' |
| L28 | S 89°52'22" E | W.C. 0.57 |
| L29 | S 89°52'22" E | W.C. 0.57 |

An area of special flood hazard exists within this subdivision according to Flood Hazard Insurance Rate Map Panel Numbers 46033C0200F & 46033C0179F, effective date: Jan. 6, 2014, and a LOHR dated Nov. 13, 2014. The placement of, any new construction, substantial improvements, or another development within the 100-year flood plain as designated by the Town's Flood Insurance Rate Maps and Flood Boundary and Floodway Maps, shall be in conformity with Town of Hermosa's Flood Ordinance.

WATER PROTECTION STATEMENT
 Pursuant to SDCL 11-3-3.1 and 11-3-3.2, the developer of the property described within this plat shall be responsible for protecting any waters of the state, including groundwater, located adjacent to or within such platted area from pollution from sewage from such subdivision and shall in prosecution of such protections, conform to and follow all regulations of the South Dakota Department of Environment and Natural Resources relating to the same.

CERTIFICATE OF SURVEYOR
 I, John D. McBride, Registered Land Surveyor No. 5996 in the State of South Dakota, do hereby certify that being so authorized, I have prepared the within plat of land shown and described hereon from notes taken during an actual survey made by me or under my direct supervision, and that to the best of my knowledge and belief, the same is a true and correct representation of said survey.
 IN WITNESS WHEREOF, I hereunto set my hand and official seal.
 Dated this ___ day of ___, 2022.

John D. McBride, SDRLS No. 5996

STATE OF _____, COUNTY OF _____
 Walnut Grove Mobile Home Park, LLC, does hereby certify that it is the owner of the within described lands and that the within plat was made at its direction for the purposes indicated therein, and that the development of this land shall conform to all existing zoning, subdivision, and erosion and sediment control regulations.
 Dated this ___ day of ___, 2022.

Craig A. Nelson, Member

ACKNOWLEDGMENT OF OWNERSHIP
 STATE OF _____, COUNTY OF _____
 On this the ___ day of ___, 20___, before me, the undersigned officer, personally appeared Craig A. Nelson, who acknowledged himself to be a member of Walnut Grove Mobile Home Park, LLC, a South Dakota limited liability company, and that he, as such representative being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by representative.
 IN WITNESS WHEREOF I hereunto set my hand and official seal.

Notary Public
 My commission expires _____

STATE OF _____, COUNTY OF _____
 G & G Development, LLC, does hereby certify that it is the owner of the within described lands and that the within plat was made at its direction for the purposes indicated therein, and that the development of this land shall conform to all existing zoning, subdivision, and erosion and sediment control regulations.
 Dated this ___ day of ___, 2022.

Gary Hunsaker, Member

ACKNOWLEDGMENT OF OWNERSHIP
 STATE OF _____, COUNTY OF _____
 On this the ___ day of ___, 20___, before me, the undersigned officer, personally appeared Gary Hunsaker, who acknowledged himself to be a member of G & G Development, LLC, a South Dakota limited liability company, and that he, as such representative being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by representative.
 IN WITNESS WHEREOF I hereunto set my hand and official seal.

Notary Public
 My commission expires _____

OFFICE OF THE REGISTER OF DEEDS
 Filed for record this ___ day of ___, 2022, at ___ o'clock ___ M, and recorded in Book ___ of Plats on page ___

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

CERTIFICATE OF COUNTY DIRECTOR OF EQUALIZATION
 I, Director of Equalization of Custer County, do hereby certify that my office has been furnished with a true copy of the within plat.
 Dated this ___ day of ___, 2022.

Director of Equalization of Custer County

CERTIFICATE OF COUNTY TREASURER
 I, Custer County Treasurer, do hereby certify that all taxes and special assessments which are liens upon the within described lands are fully paid according to the records of this office.
 Dated this ___ day of ___, 2022.

Custer County Treasurer

RESOLUTION OF THE TOWN BOARD OF TRUSTEES
 Whereas there has been presented to the Town Board of Trustees of Hermosa, South Dakota, the within plat of the above described lands, and it appearing to the Board that said plat conforms to the existing plats of said Town, that the streets set forth therein conforms to the system of streets of the municipality, that all provisions of the subdivision regulations have been complied with, that all taxes and special assessments upon the tract have been fully paid, and that said plat and the survey thereof have been executed according to law, now therefore,
 BE IT RESOLVED, that said plat is hereby approved in all respects.
 Dated at Hermosa, South Dakota this ___ day of ___, 2022.

Town Board Chairman

CERTIFICATE OF TOWN FINANCE OFFICER
 I, Finance Officer of the Town of Hermosa, South Dakota, do hereby certify that the foregoing instrument is a true and correct copy of the resolution adopted by the Town Board of Trustees of Hermosa, South Dakota at a meeting held on the ___ day of ___, 2022.

Town of Hermosa Finance Officer

Prepared by
ANDERSEN ENGINEERS
 Land Surveyors, Professional Engineers, & Environmental Scientists

| | | |
|--------------------|-------------------|--|
| Drawn by DJA | Date 1/24/2022 | P.O. Box 446 Edgemont, SD 57735 (605) 862-3500 anderseneengineers@swt.net |
| Approved by McB | Date 1/24/2022 | |

Handwritten notes:
 Private Access Easement
 Road R
 Anderson
 Letter Sheet
 Monitor & Snow Removal

DRAWING NUMBER
12 PLAT 678

SAFECO PRODUCTS • NEW HPE, MINNEOTA
REGISTERED BY STATE LICENSE 0052

DRAWING NUMBER
12 PLAT 678

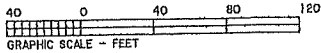
SAFECO PRODUCTS • NEW HPE, MINNEOTA
REGISTERED BY STATE LICENSE 0052

CB 2 PG 192

G & G SUBDIVISION
PLAT OF LOTS A5, A6, A7, AND A8
G & G SUBDIVISION
(Formerly Lots A1, A2, A3, and A4 G&G Sub),
Located on SW1/4SE1/4 SECTION 29, T2S, R8E, BHM,
TOWN OF HERMOSA, CUSTER COUNTY, SOUTH DAKOTA



15 AUGUST 2016



- PREVIOUSLY SET 5/8" REBAR WITH CAP H8251
- SET 5/8" REBAR WITH CAP H8251
- FORMER LOT LINE

PREVIOUS PLAT RECORDED AT BK 12 PG 613.

NOTE: AN EIGHT FOOT (8') WIDE UTILITY EASEMENT SHALL EXIST ON THE INTERIOR SIDE OF ALL LOT LINES WITH THE EXCEPTION OF THE LOT LINE BETWEEN LOTS A7 AND A8 WHERE A SIX FOOT (6') WIDE MAINTENANCE EASEMENT SHALL EXIST ON EACH SIDE OF THIS LOT LINE.

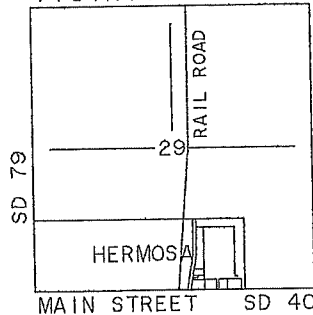
UTILITY EASEMENTS ALONG FORMER LOT LINES ARE VACATED BY THIS PLAT.

PLAT PREPARED BY:
HANSON SURVEYING AND MAPPING
832 HORACE MAIN DR
RAPID CITY, SD 57701
605-388-9632

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



VICINITY SKETCH



CERTIFICATE OF SURVEYOR

I, Michael R. Hanson, Registered South Dakota Land Surveyor No. 6251 do hereby certify that being so authorized that I did oversee the platting and surveying work on the plat and that the above shown is a true representation of recorded and field data compiled for the survey.

SURVEYOR: Michael R. Hanson DATE: 8/15/16

CERTIFICATE OF OWNERSHIP

G&G Development, L.L.C., does hereby certify that it is the owner of the land shown and described hereon; that it does approve of the survey and plat of said land; and that the development of this land shall conform to all existing applicable zoning, subdivision, erosion, and sediment control regulations.

PRESIDENT: Gary Hunsaker DATE: 9-6-16

On the 15th day of September, 2016, before me, a Notary Public, personally appeared Gary Hunsaker, known to me to be the president of G&G Development, L.L.C., described in the foregoing instrument, and acknowledged to me that he signed the same.

NOTARY PUBLIC: Sarah L. Johnson DATE: 9-15-2016

MY COMMISSION EXPIRES: March 31, 2022

CERTIFICATE OF HIGHWAY AUTHORITY

Each Lot has an acceptable approach onto a public road.
HIGHWAY AUTHORITY: Doreen H. Bortner DATE: 9-6-16

CERTIFICATE OF PLANNING COMMISSION

Hermosa Town Planning Commission has reviewed this plat on 9-15-16 and recommends approval/denial of this plat to the governing body.
PLANNING COMMISSION CHAIRPERSON: Gary Hunsaker

CERTIFICATE OF COUNTY TREASURER

I, Treasurer for Custer County, do hereby certify that all taxes which are liens upon the within described properties have been fully paid according to the records of my office.

TREASURER: Mark D. Dreyer DATE: 8/17/16

CERTIFICATE OF DIRECTOR OF EQUALIZATION

I, Director of Equalization for Custer County, do hereby certify that I have a copy of the within described plat in my office.

DIRECTOR OF EQUALIZATION: Frank L. Dittmer DATE: 10-19-2016

RESOLUTION OF TOWN BOARD

Whereas there has been presented to the Board of Trustees of the Town of Hermosa, South Dakota, the within plat of the above described lands, and it appearing to this Board that:

- the system of streets conforms to the system of streets of existing plat and section lines of the Town,
- adequate provision is made for access to adjacent unplatted lands by public dedication or section line when physically accessible,
- all provisions of the Town subdivision regulations have been complied with,
- all taxes and special assessments upon the property have been fully paid, and
- the plat and survey have been lawfully executed,

NOW THEREFORE, BE IT RESOLVED that said plat is hereby approved in all respects.

Dated at Hermosa, South Dakota this 16 day of Sept, 2016.

TOWN BOARD CHAIRPERSON: [Signature]

CERTIFICATE OF TOWN FINANCE OFFICER

I, Finance Officer of the Town of Hermosa, South Dakota, do hereby certify that the foregoing instrument is a true and correct copy of the resolution adopted by the Town Board of Hermosa, South Dakota, at a meeting held on the 16 day of Sept, 2016.

HERMOSA FINANCE OFFICER: [Signature]

CERTIFICATE OF REGISTER OF DEEDS

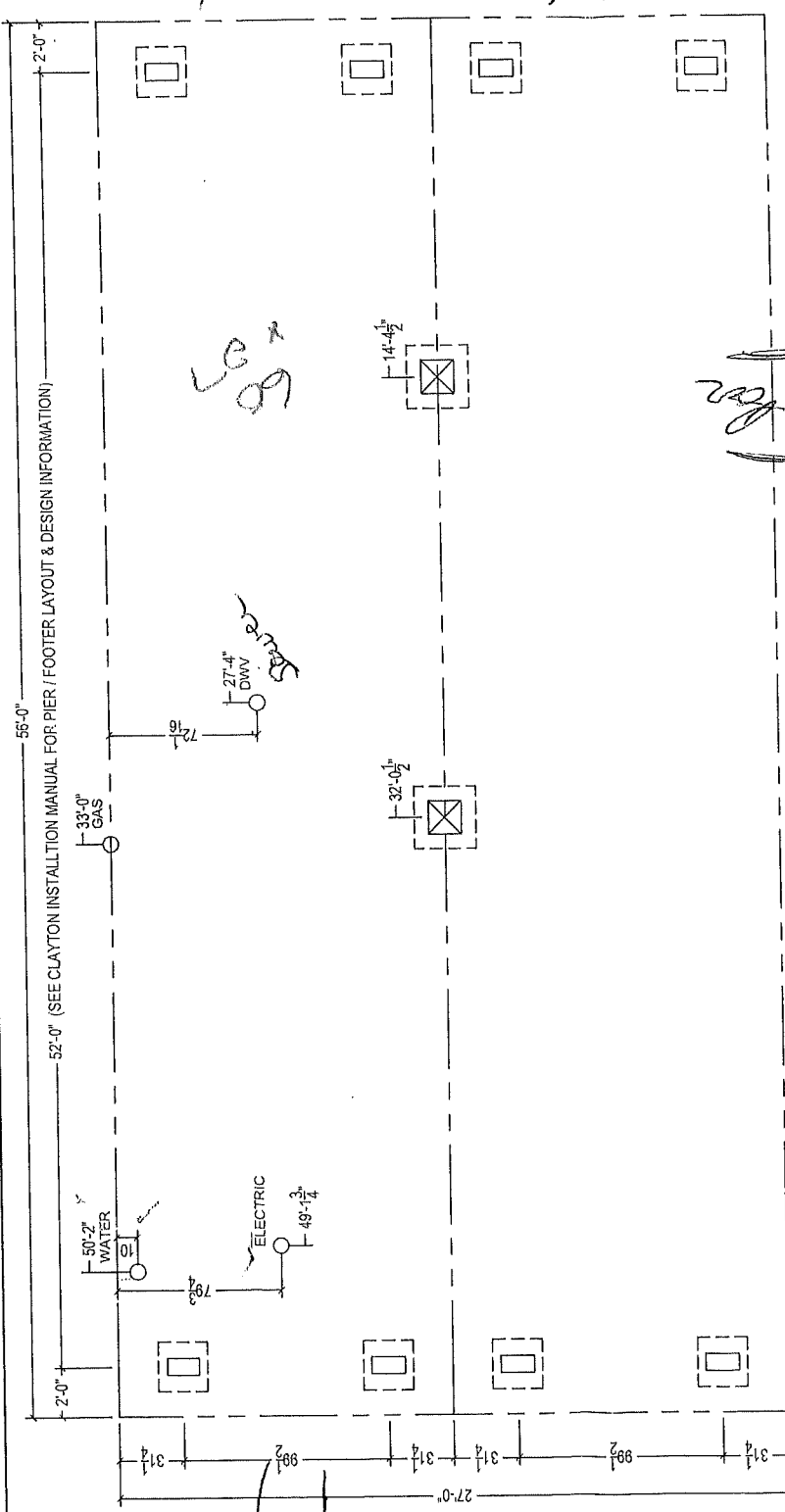
Filed for record this 31 day of July, 2016, at 3:05 o'clock P.M. and recorded in book 12 of plats on page 1413.

REGISTER OF DEEDS CUSTER COUNTY: [Signature]



152.8

678



DESIGNED FOR _____ PSF ALLOWABLE SOIL IN ACCORDANCE WITH (PAGE 17 & 18) [3285.2021]

2. FROST DEPTH IS _____ INCHES PER (FIGURE 5A) OR FROM LAHJ.

3. FROST PROTECTION WILL BE PROVIDED BY (CHECK ONE): _____ NA _____ PLACING FOOTERS BELOW GRADE: _____ FROST PROTECTED DESIGN PAGE _____ 3285.312(b)

4. SPACE FRAME PIERS AT 2' FROM EACH END AND _____ FT. _____ INCHES ON CENTER BETWEEN.

5. LOAD AT EACH FRAME PIER WILL BE _____ LBS. PER (TABLE 6) _____ WITHOUT PERIMETER BLOCKING OR (TABLE 7) _____ WITH PERIMETER BLOCKING AT SPACING ABOVE.

6. SINGLE OR DOUBLE (circle one) DRY OR MORTARED (circle one) STACK CONCRETE BLOCKS WILL BE USED FOR ALL FRAME PIERS WHICH HAS CAPACITY OF _____ LBS PER MAX. 3' PIER HEIGHT IS _____ INCHES OR LESS (TABLE 9) (PAGE 31) [3285.306]

7. FRAME PIER FOOTING AREA WILL BE _____ SQ. INCHES WHICH WILL BE _____ INCHES (SQUARE OR DIAMETER) (circle one) (TABLE 10)

8. FOOTERS WILL BE POURED/PRECAST/OTHER _____ (circle one or fill in) WITH MINIMUM DEPTH OF _____ INCHES (TABLE 10A)

9. LOAD AT SIDEWALL OPENINGS IS _____ LBS. (TABLE 6b). FOOTING AREA WILL BE _____ SQ. INCHES WHICH WILL BE _____ INCHES (SQUARE OR DIAMETER) (circle one) (TABLE 5) (TABLE 10; TABLE 9)

10. MATING WALL COLUMN PIERS: SPAN: _____ FT.; LOAD: _____ LBS.; FOOTER SIZE: _____ INCHES (SQUARE OR DIAMETER) (circle one); PIER CONF: _____ STACKED; (PER TABLE 5) (TABLE 10; TABLE 9)

(Reference to Clayton Homes DAPIA approved Installation manual)

(Reference to Federal Statutes 24 CFR Part 3280, 3285 or 3286)

FOUNDATION DESIGN INFO.

1. Wind Speed: Wind Zone 1
2. Maximum Roof Load: 30psf
3. Seismic Design Category: C
4. Max Sidewall Overhang: 12"

Perimeter blocking not Required

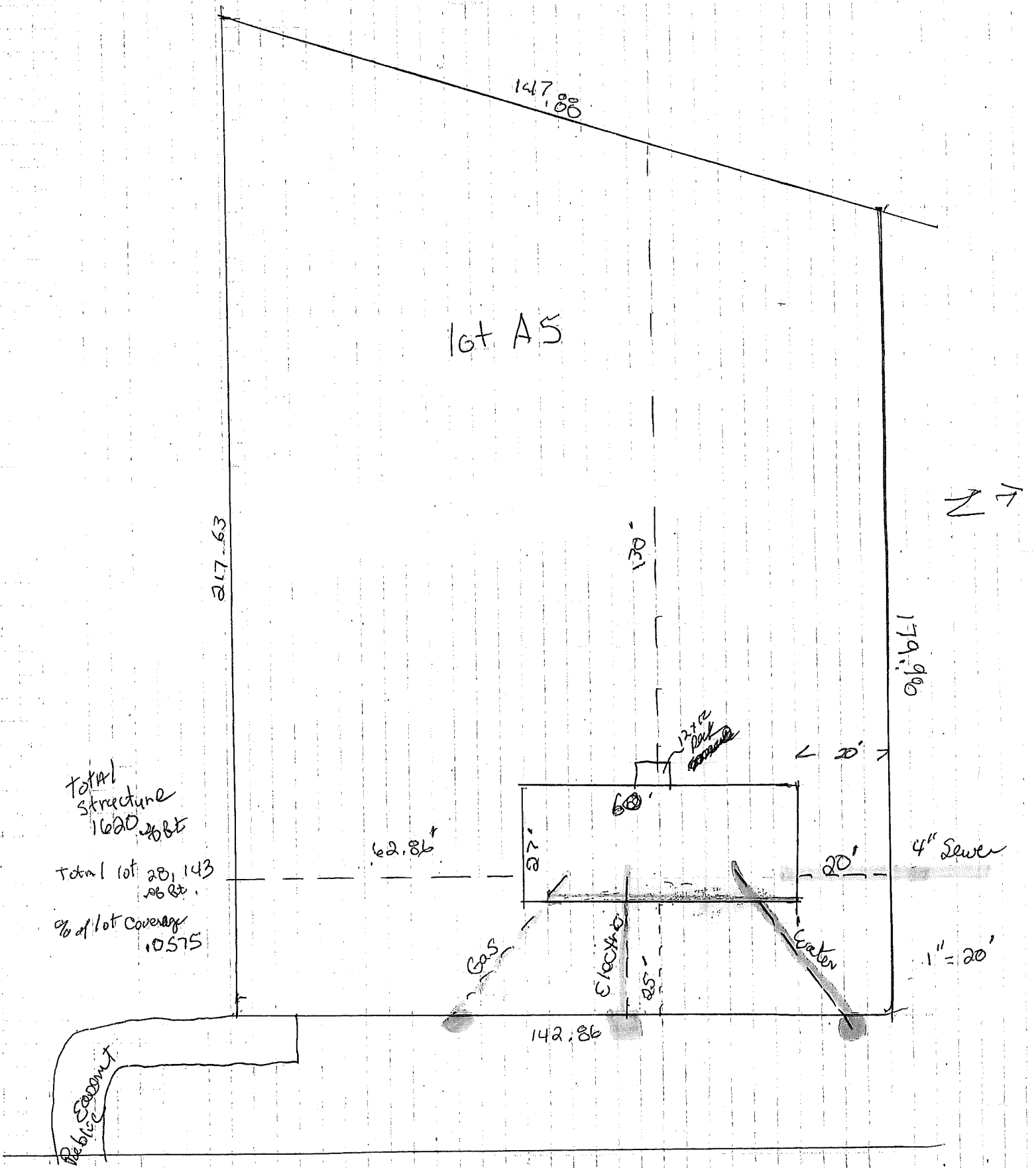
GENERAL NOTES

1. THIS PRINT IS PROVIDED TO SHOW THE REQUIRED PIER LOCATION THAT ARE NOT MODIFIED BY THE SITE SOIL CLASSIFICATIONS
2. REFERENCE THE CLAYTON HOMES HUD INSTALLATION MANUAL FOR ALL LAYOUT AND DESIGN INFORMATION
3. THIS STRUCTURE HAS NOT BEEN DESIGNED TO BE LOCATED WITHIN FLOOD HAZARD LOCATIONS. WHEN SITE IS LOCATED, AUTHORITY HAVING JURISDICTION OR FLOOD HAZARD MAPS, THE UNIT SHALL HAVE LOWEST FLOOR ELEVATED ABOVE THE DESIGNED FLOOD ELEVATION
4. THE DESIGN WIDTH IS NOMINAL AND DOES NOT TAKE INTO ACCOUNT THE OSB, SIDING, OR GAPS IN THE MATELINE AREA. A SITE INSTALLER SHOULD CONFIRM ALL MEASUREMENTS WITH THE FINISHED STRUCTURE.
5. PERMITTER BLOCKING SHOWN MAY BE OMITTED DUE TO ADDITIONAL FLOOR JOISTS PER THE SET UP MANUAL, ADDENDUM SU-ADD-177.0.

CLAYTON WAKARUSA
 Div. of Clayton Manufacturing System Inc.
 66700 STATE ROAD 19 P.O. BOX 406
 WAKARUSA, INDIANA 46773

THE LOFT
 FOUNDATION LAYOUT 20#, 30#

DRAWN BY: NDK
 DATE: 3/21/2015
 3/21/2015



Ingal 13 Block



STAFF REPORT

MUNICIPALITY: Town of Hermosa, 230 Main Street, Hermosa, SD 57744
PROJECT: Ferguson Construction
102 N FERGUSON ST, G & G SUBDIVISION
Hermosa, SD
DATE: May 6, 2022
PERMIT NUMBER: 2022-16
REPORTED BY: Leah M. Berg, P.E.

ITEMS:

Conditions:

The site is located on the north side of Main Street, west of Ingalls Blvd, G & G Subdivision.

The applicant has submitted the following documents:

DIGGING/GRADING PERMIT
RESIDENTIAL BUILDING PERMIT APPLICATION
RESIDENTIAL SITE PLAN REQUIREMENTS CHECKLIST
PARCEL AERIAL IMAGE/MAP FROM BEACON GIS
WALNUT HOME PARK PLAT COPY-PRINTED WITH HIGHLIGHTS
G & G SUBDIVISION PLAT COPY-PRINTED WITH HIGHLIGHTS
PRINTED FOUNDATION LAYOUT FROM CHM MANUFACTURING WEST INC.
GRAPHED SITE PLAN LAYOUT (NOT TO SCALE)

Flood Plain:

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

Zoning: Zoning is R-2 and single family is a permitted use.

Water and Sewer service:

Proposed water and sewer services have been mentioned on the provided sketched site plan for the lot and have been not yet verified through the pre-inspection process.

- It is the contractor's responsibility to verify the proposed services will meet code requirements and properly serve the proposed home, design was not verified in this review.

Setbacks:

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

Main Structure:

Front: 20 feet
Side: 10 feet Main Structure
Rear: 15 feet main

Accessory Structure:

Front yard unattached structures: 25 feet
Side yard unattached structures: 8 feet
Rear yard unattached structures: 5 feet

Setbacks were provided on the application, and the structure shown on the attached site plan appears to match the setbacks noted. A scaled drawing was provided with the application to be verified although the scaling seems inaccurate, the setback dimensions do appear to meet requirements.

Application states a 12'x12' deck on the project in addition to the modular home. Location is indicated to be on the north side of the modular home and is assumed to be the main entrance of the structure. Deck addition doesn't interfere with required setbacks for the rear side of the property but was not accounted for when calculating the total coverage of the lot.

The total square footage of project provided on the application does not include a driveway. The lot coverage is less than 40% after accounting for these features – OK

Access:

Access will be made from either N. Ferguson St to the west or Ingalls Blvd to the east.

Foundation:

The permit reports a Pier Foundation System, with 12" Dia. Piers, 24" Wide Footings, 6' spacing between piers. The contractor is responsible for situating the modular on a permanent foundation and all elements contributing to its mobility (under-carriage, wheels, axles, and trailer hitch) shall be removed. No soils information is provided. The contractor is responsible for verification of soil bearing pressures for the foundation system.

Comments:

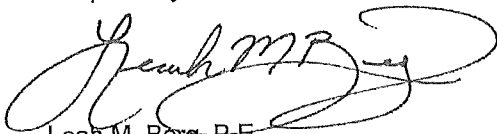
1. Contractor to verify the proposed utility services (gas, water, sewer, electrical) locations will properly provide services the home.
2. No structural evaluation was completed as part of this review.

Recommendations – Permit 2022-16:

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

1. Contractor to ensure setbacks are met.
2. Appropriate drainage must be maintained on the site. Sediment and erosion control measures must function and are the responsibility of the contractor to ensure there is no erosion and sediment transfer.
3. All disturbances must be stabilized within 30 days of completion of construction.
4. Contractors must be licensed in Hermosa and carry required insurance.
5. All construction must meet applicable code requirements as well as Town Ordinance requirements.
6. All fees to be paid prior to issuing permit.
7. Applicable inspections must be performed by the Town of Hermosa.

Respectfully submitted,



Leah M. Berg, P.E.

LBerg@proacesinc.com

END OF STAFF REPORT

Copy: Town of Hermosa & G:\My Drive\Jobs\21-1144 Hermosa\21-1144c Permit Review\5-10-22 Meeting P&Z\2022-16 102 N Ferguson

Town of Hermosa

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

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

Email: town@hermosasd.com

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

IF YES - YOU NEED A FLOODPLAIN DEVELOPMENT PERMIT

DIGGING/GRADING PERMIT

DATE 4-28-22

PERMIT # 2022-16

| | | | | |
|-----------------|------------|----------------------|--------------------|--------------------------------|
| Receipt # _____ | Cash _____ | Check # <u>01854</u> | Amount <u>5000</u> | (\$50.00) up to 100CY |
| | | | | \$20.00 each additional 100 CY |

Name Gary Hunsaker
 Lot Address 101 AS G+G
 Mailing Address Box 212 Email Connie.hunsaker@gmail.com
 Legal Description 101 AS G+G Subdiv
 Telephone # 605-484-6762 Cellphone # _____
 Contractor Chuck Ferguson Phone# 605-390-0045

Contractors must all be registered with the Town of Hermosa

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

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

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

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

Quantity of Grading or Excavation: 15 Cubic Yards Area to be disturbed by proposed work: .05 acres

Identify types of erosion control to be applied: None 345' Trenching & covered

Source/Destination of materials: Back fill

Provide traffic control per Manual on Uniform Traffic Control Devices.

Hard route: Does not apply

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

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

Stormwater permit application attached. Yes No N/A

This permit will expire one year from date of issuance.

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

Relationship to Property: Owner Contractor Owners Representative

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

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

Parcel # 015093 OFFICE USE ONLY

Town of Hermosa

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

RESIDENTIAL BUILDING PERMIT APPLICATION

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

DATE 4.28.2022

PERMIT # 2022-16

Receipt # _____ Cash _____ Check # 01855 Amount 75.00

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

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

*****IF YES -- YOU NEED A FLOODPLAIN DEVELOPMENT PERMIT*****

APPLICATION SUBMITTED BY:

Property Owner Name(s) Cory Hansaker

Mailing Address Box 212 Hermosa

City Hermosa State S.D Zip 57744

Email conniehansaker@gmail

Phone # Home 605-484-6762 Cell 605-484-6762 Work N/A

LEGAL DESCRIPTION

Subdivision name: 6+6 Subdiv, Lot # A1 Block _____ Lot Size 28466 sq ft

Zoning District: R2 Is this property in the Flood Plain? Yes _____ No X

Building address: Lot A5 Walnut Creek Pond ←
102 N. Ferguson St.

CLASS OF WORK TO BE DONE

New structure X Demolition _____ Remodel _____ Addition _____

Residential: Single Family X Accessory _____ Multi-Family _____

Proposed Use Building: Residence

Building Area (Sq. Ft.): 1620 sq ft Height: 11.5 ft # of Units 1

No. of Stories: 1 No. of Bathrooms: 2 Deck: 12x12 Deck Area (Sq. Ft.): 144

Parcel # 015093 OFFICE USE ONLY

SETBACK FROM LOT LINES: FEET CITY MINIMUM
Applicable Zoning District (20'/25')
Front 25'

Town of Hermosa

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

Rear 120'
Sides N side 20'

(5'8"/15')
(8'10"/25')

TYPE OF CONSTRUCTION

Wood _____ Concrete _____ Block _____ Brick _____ Modular Other _____

FOUNDATION

Thickness of Foundation _____ Thickness of footings _____ Width of Footings 24 Depth _____
Pier Foundation System: Diameter of pier 12" Spacing of pier 6ft

CONTRACTOR INFORMATION

Contractors must all be registered with the Town of Hermosa

General Contractor
(Project POC/responsible party): Gary Hunsaker Phone: 605-489-6762

Structural Contractor: Modular Phone: _____

Electrical Contractor: Current Electric Phone: 605-786-5951

Plumbing Contractor: Ferguson Const. Phone: 605-390-0045

Heat/Mechanical Contractor: Tanner Homes Phone: 605-342-7100

Excavation Contractor: Ferguson Const Phone: 605-390-0045

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

Does the building have a Historical Designation: Yes _____ No

Current utilities on site: Gas Water Electricity Municipal Sewer Septic N/A

Proposed utilities: Gas, water, sewer, Electric

Describe Work: Trenching

TOTAL COST ESTIMATE OF IMPROVEMENTS: \$ 150,000

TOTAL SQUARE FOOTAGE OF PROJECT: 1620 sq ft **1,764 sqft**

Town of Hermosa


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

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

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

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

A CERTIFICATE OF OCCUPANCY MUST BE OBTAINED BEFORE OCCUPYING STRUCTURE.



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

4-27-22

Date

Signature(s) of Contractor/Authorized Agent

Date

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

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

Town of Hermosa

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

RESIDENTIAL SITE PLAN REQUIREMENTS

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

General

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

Site Plan not drawn to scale

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

Additional information that may be required

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

DRAWING NUMBER
12 PLAT 678

DRAWING NUMBER
12 PLAT 678

CB 2 PG 192

G & G SUBDIVISION
PLAT OF LOTS A5, A6, A7, AND A8
G & G SUBDIVISION
(Formerly Lots A1, A2, A3, and A4 G&G Sub),
Located on SW 1/4 SE 1/4 SECTION 28, T25, R08, B04,
TOWN OF HERMOSA, CUSTER COUNTY, SOUTH DAKOTA



15 AUGUST 2016

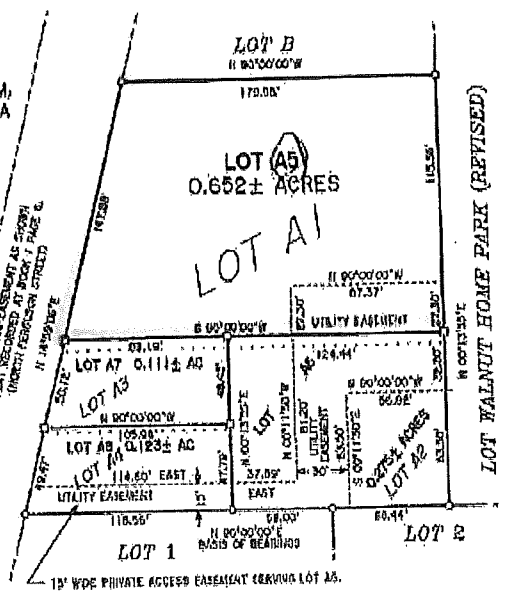


○ PREVIOUSLY SET 5'-0" DEBAR WITH CAP 10284
○ SET 5'-0" DEBAR WITH CAP 10281
○ FORMER LOT LINE

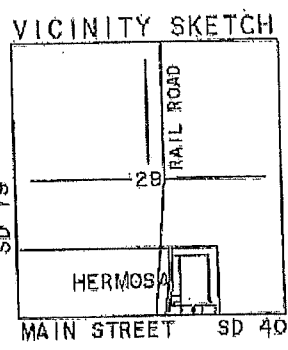
PREVIOUS PLAT RECORDED AT BK 12 PG 613.
NOTE: AN EIGHT FOOT (8') WIDE UTILITY EASEMENT SHALL EXIST ON THE NORTHERN SIDE OF ALL LOT LINES WITH THE EXCEPTION OF THE LOT LINE BETWEEN LOTS A7 AND A8 WHERE A SIX FOOT (6') WIDE MAINTENANCE EASEMENT SHALL EXIST ON EACH SIDE OF THIS LOT LINE.
UTILITY EASEMENTS ALONG FORMER LOT LINES ARE VACATED BY THIS PLAT.

PLAT PREPARED BY:
WATSON SURVEYING AND MAPPING
1012 INDIAN WALK DR
RAPID CITY, SD 57701
605-338-9032

Water Profession Permit: Pursuant to SDCL 11-3-3.1 and 11-3-3.2, the developer of the property described within this plat shall be responsible for obtaining any permits of the state, including groundwater, stream, adjacent to or within such platted area from pollution, noise, vibration from such activities and shall in possession of such activities conform to and follow all regulations of the South Dakota Department of Environment and Natural Resources relating to the same.



LOT WALNUT HOME PARK (REVISED)



CERTIFICATE OF SURVEYOR
I, MICHAEL R. HANSON, Registered South Dakota Land Surveyor No. 6254 do hereby certify that being so qualified and I did verify the plotting and surveying work on the plat and that the above lines is a true representation of recorded and field data compiled for the plat.
SURVEYOR: Michael R. Hanson DATE 8/15/16

CERTIFICATE OF OWNERSHIP
G&G Development, L.L.C. does hereby certify that it is the owner of the land shown and described herein that it does approve of the survey and plat of said land and that the development of this land shall conform to all existing applicable zoning, subdivision, erosion and sediment control regulations.
PRESIDENT: [Signature] DATE 8-16-16
DARY HANSEN

On this 15th day of August, 2016, before me, a Notary Public, personally appeared Dary Hansen, known to me to be the president of G&G Development, L.L.C., described in the foregoing instrument, and acknowledged to me that he signed the same.
NOTARY PUBLIC: [Signature] DATE: 8/15/16

CERTIFICATE OF HIGHWAY AUTHORITY
Each lot has an acceptable easement and a public road.
HIGHWAY AUTHORITY: [Signature] DATE: 8-16-16

CERTIFICATE OF PLANNING COMMISSION
Hermosa Town Planning Commission has reviewed this plat and has recommended approval of the plat to the governing body.
PLANNING COMMISSION CHIEF: [Signature]

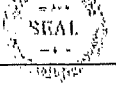
CERTIFICATE OF COUNTY TREASURER
I, Treasurer for Custer County, do hereby certify that all taxes which are due upon the within described property have been fully paid according to the records of my office.
TREASURER: [Signature] DATE: 8/15/16

CERTIFICATE OF DIRECTOR OF EQUALIZATION
I, Director of Equalization for Custer County, do hereby certify that I have a copy of the within described plat in my office.
DIRECTOR OF EQUALIZATION: [Signature] DATE: 8-16-2016

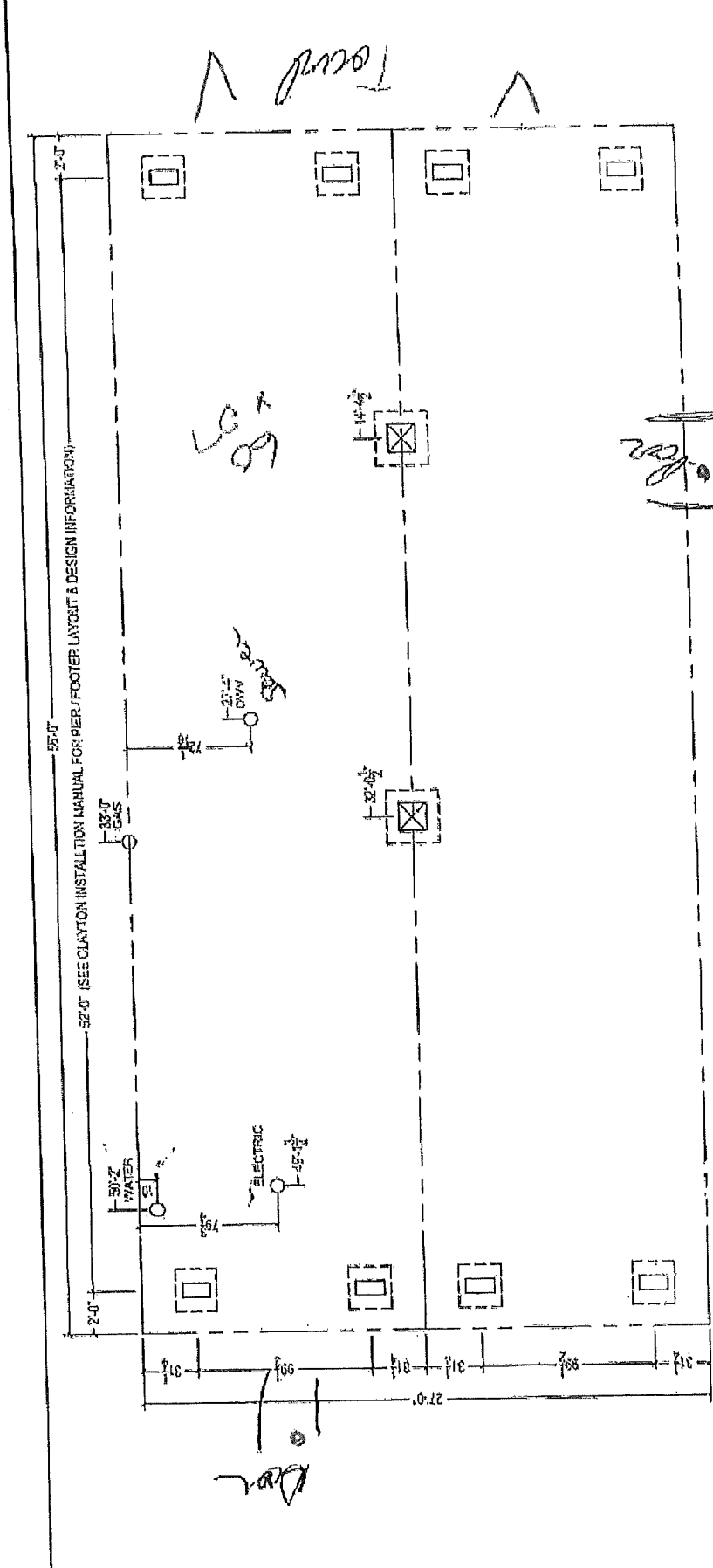
RESOLUTION OF TOWN BOARD
Whereas there has been presented to the Board of Trustees of the Town of Hermosa, South Dakota, the within plat of the above described lands; and it appearing to the Board that:
a. the system of streets existing in the system of streets of existing plat and section lines of the Town;
b. adequate provision is made for access to adjacent unimproved lands by public dedication or section line with publicly accessible;
c. all regulations of the Town subdivision regulations have been complied with;
d. all taxes and special assessments upon the property have been fully paid; and
e. the plat and survey have been lawfully accepted.
NOW THEREFORE, BE IT RESOLVED that said plat is hereby approved in all respects.
TOWN BOARD CHAIRPERSON: [Signature] DATE: 8-16-2016

CERTIFICATE OF TOWN FINANCE OFFICER
I, Finance Officer of the Town of Hermosa, South Dakota, do hereby certify that the foregoing instrument is a true and correct copy of the resolution adopted by the Town Board of Hermosa, South Dakota, on the 16th day of August, 2016.
HERMOSA FINANCE OFFICER: [Signature]

CERTIFICATE OF REGISTER OF DEEDS
Filed for record this 15th day of August, 2016, at 2:05 p.m. at 205 S. 4th St., Rapid City, SD.
REGISTER OF DEEDS CUSTER COUNTY: [Signature]



678



55'-0" (SEE CLAYTON INSTALLATION MANUAL FOR PIER/FOOTER LAYOUT & DESIGN INFORMATION)

2'-0"

2'-0"

33'-0" GAS

30'-0" WATER

27'-0" DWV

ELECTRIC

Found

30"

14"

30"

14"

30"

0

10

20

30

27'-0"

30"

FOOT FREE DESIGN PAGE 3245.31261

DESIGNED FOR PERMISSIBLE SOIL IN ACCORDANCE WITH (PAGE 17 & 18) 3225.2021

1. FROST PROTECTION WILL BE PROVIDED BY (TABLE 5) PILING FOOTERS BELOW GRADE; (TABLE 5) WITH POSTERIOR SPACING OF _____ INCHES OR LESS

2. SPACE FRAME PIERS AT _____ INCHES ON CENTER BETWEEN _____ INCHES (TABLE 5) WITH POSTERIOR SPACING OF _____ INCHES OR LESS

3. LOAD AT EACH FRAME PIER WILL BE _____ LBS. PER (TABLE 5) WITH POSTERIOR SPACING OF _____ INCHES OR LESS

4. SINGLE OR DOUBLE (TABLE 5) AT EACH CONCRETE BLOCKS WILL BE USED FOR ALL FRAME PIERS WHICH HAS CAPACITY OF _____ LBS PER MAX 3' PIER HEIGHT IS _____ INCHES OR LESS

5. FRAME PIER FOOTING AREA WILL BE _____ INCHES (TABLE 5) WITH MINIMUM DEPTH OF _____ INCHES (TABLE 10)

6. FOOTERS WILL BE POURED/CAST BY OTHER _____ INCHES (TABLE 5) WITH MINIMUM DEPTH OF _____ INCHES (TABLE 10)

7. LOAD AT SIDEWALL OPENINGS IS _____ LBS. (TABLE 6). FOOTING AREA WILL BE _____ INCHES (TABLE 5)

8. HATING WALL COLUMN PIERS: SPAN: _____ FT.; LOAD: _____ LBS. (FOOTER SIZE: _____ INCHES (TABLE 5) SQUARE OR DIAMETER) (TABLE 10)

9. (REFERENCE TO Clayton Homes Inc. approved installation manual)

10. (REFERENCE TO Federal Statutes 24 CFR Part 3280, 3285 or 3285)

- FOUNDATION DESIGN INFO.**
1. Wind Speed: Wind Zone 1
 2. Aluminum Roof Load: 30psf
 3. Seismic Design Category: C
 4. Max. Sill Stud Height: 12"
- Perimeter blocking not Required

GENERAL NOTES

1. THIS PRINT IS PROVIDED TO SHOW THE REQUIRED PIER LOCATION THAT ARE NOT MODIFIED BY THE SITE SOIL CLASSIFICATIONS
2. REFERENCE THE CLAYTON HOMES HUD INSTALLATION MANUAL FOR ALL LAYOUT AND DESIGN INFORMATION
3. THIS STRUCTURE HAS NOT BEEN DESIGNED TO BE LOCATED WITHIN FLOOD HAZARD LOCATIONS. WHEN SITE IS LOCATED, AUTHORITY HAVING JURISDICTION OR FLOOD HAZARD MAPS, THE UNIT SHALL HAVE LOWEST FLOOR ELEVATED ABOVE THE DESIGNATED FLOOD ELEVATION
4. THE DESIGN WIDTH IS NOMINAL AND DOES NOT TAKE INTO ACCOUNT THE OSB, SIDING, OR GAPS IN THE MATLINE AREA. A SITE INSTALLER SHOULD CONFIRM ALL MEASUREMENTS WITH THE FINISHED STRUCTURE.
5. PERIMETER BLOCKING SHOWN MAY BE OMITTED GUE TO ADDITIONAL FLOODING. SEE THE SET UP MANUAL ADDENDUM SH-ADD-177.0.

CLAYTON WAKARUSA
600 CLAYTON MANUFACTURING WAY
SPRING LAKE, NC 27982-1570
www.claytonhomes.com

THE LOFT
FOUNDATION LAYOUT 20# 30#

DATE: 08/14/2024
DRAWN BY: J. B. BROWN
CHECKED BY: J. B. BROWN

560

Town of Hermosa

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

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

Email: town@hermosasd.com

9c

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

IF YES – YOU NEED A FLOODPLAIN DEVELOPMENT PERMIT

DIGGING/GRADING PERMIT

DATE 5-10-2022

PERMIT # 2022-18

Request to waive

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

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

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

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

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

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

Will drainage patterns be altered? _____ Yes No

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

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

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

Identify types of erosion control to be applied: _____

Source/Destination of materials: _____

Provide traffic control per Manual on Uniform Traffic Control Devices.

Hard route: _____

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

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

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

This permit will expire one year from date of issuance.

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

Name Custer County

Lot Address Custer County Fair Grounds

Mailing Address 420 Mount Rushmore Rd Email smowery@custercountysd.com

Legal Description _____

Telephone # 673-8109 Cellphone # _____

Contractor will have to advertise in Custer paper for bid Phone# _____
Contractors must all be registered with the Town of Hermosa

Relationship to Property: ___ Owner ___ Contractor ___ Owners Representative

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

Parcel # 009305 OFFICE USE ONLY

Signature

Date

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

Town of Hermosa

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

COMMERCIAL BUILDING / REMODELING PERMIT APPLICATION

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

DATE 5-10-2022

PERMIT # 2022-18

Request to waive

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

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

IF YES – YOU NEED A FLOODPLAIN DEVELOPMENT PERMIT

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

Property Owner Name(s): Custer County
Mailing Address 420 Mount Rushmore Road
City Custer State SD Zip 57730
Phone # Home _____ Work 605-673-8109
Building address if different than mailing address: Custer County Fair Grounds
Email: smowery@custercountysd.com

LEGAL DESCRIPTION:

Subdivision name: _____ Lot# _____ Block _____ Lot size 18.49 acres
Zoning District Exempt

CLASS OF WORK TO BE DONE:

New structure Demolition _____ Remodel _____ Addition _____
Proposed Use of Building: Storage - Bathrooms - Concession Stand 40' x 20'
Building Area (Sq. Ft.): 800 Height: _____ # of Units: _____ with
No. of Stories: 1 No. Bathrooms: 2 Deck: _____ Deck Area (Sq. Ft.): _____ 6' covered
porch area

TYPE OF USE:

Commercial _____ Accessory _____ Other

CONTRACTOR INFORMATION:

Contractors must all be registered with the Town of Hermosa

** Will need to advertise for bids*

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

Are there any of the following on site: Hazardous materials YES / NO
Lead paint YES / NO
Asbestos YES / NO
Does the building have a Historical Designation: YES / NO

Parcel # 001305 OFFICE USE ONLY

Are signs to be constructed: YES / NO

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

Current utilities on site: Gas Water Electricity Municipal Sewer Septic

Proposed utilities: Water Sewer - from mains to site

Describe Work: Build Concession Stand / Storage / Bathrooms

TOTAL COST ESTIMATE OF IMPROVEMENTS: \$ 220,000
TOTAL SQUARE FOOTAGE OF PROJECT 800

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

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

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

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

A CERTIFICATE OF OCCUPANCY MUST BE OBTAINED BEFORE OCCUPYING STRUCTURE.

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

Date 5-10-22

Signature(s) of Contractor/Authorized Agent

Date

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

Form with two columns: PLANNING AND ZONING COMMISSION and HERMOSA BOARD OF TRUSTEES. Each column has checkboxes for Approved/Denied and fields for NAME, TITLE, SIGNATURE, DATE, and APPLICATION FEE/DATE PAID/DATE PERMIT ISSUED.

COMMERCIAL SURVEY/SITE PLAN REQUIREMENTS

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

General

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

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

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

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

3. Complete structural information

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

Drainage

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

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

ADA Requirements

1. Parking and exterior routes,

- A. Handicapped Parking as per ADA guidelines. Van Accessible.
- B. Required number of handicapped spaces
- C. Handicapped assessable entrance and restroom — door 3ft. 36 inches
Required 32 inches

Utilities

1. Complete utility plan

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

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

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

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



STAFF REPORT

MUNICIPALITY: Town of Hermosa, 230 Main Street, Hermosa, SD 57744
PROJECT: Concession Stand – Storage – Bathrooms Building
Custer County Ball Fields, Custer County Fairgrounds
Hermosa, SD
DATE: May 20, 2022
PERMIT NUMBER: 2022-18
REPORTED BY: Leah M. Berg, P.E.

ITEMS:

Conditions:

The site is located on the east side of Ferguson Steet, south of East Main Street, west of Custer County Fairgrounds

The applicant has submitted the following documents:

- DIGGING/GRADING PERMIT
- COMMERCIAL BUILDING / REMODELING PERMIT
- COMMERCIAL SURVEY / SITE PLAN CHECKLIST
- IMAGE (MAP) SHOWING EXISTING SEWER LINE LOCATION
- IMAGE (MAP) SHOWING EXISTING WATER LINE LOCATION
- IMAGE (MAP) SHOWING EXISTING FIRE HYDRANT LOCATIONS
- PARCEL MAP FROM BEACON GIS
- EVELVATIONS LAYOUT SHEET FROM KNECHT HOME CENTER
- FLOOR PLANS & DETAILS SHEET FROM KNECHT HOME CENTER
- PRE-INSPECTION FORM
- APPROXIMATE LOCATION ON BEACON GIS IMAGE FOR SETBACK
- TOWN EMAIL REQUESTING FEE WAIVED AND NEED FOR PERMIT(S)
- LETTER ADDRESS TO TOWN ASKING FOR FEES WAIVED FOR WATER & SEWER CONNECTIONS
- COST ESTIMATES FOR IN-TOWN WORK OR BUILDING

Flood Plain:

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

Zoning: Zoning is GP: GOVERNMENT / PUBLIC USE

Water and Sewer Services:

Proposed water and sewer services have their locations illustrated on provided images, but they have not been located on the lot as indicated by the pre-inspection form provided.

- It is the contractor’s responsibility to verify the proposed services will meet code requirements and properly serve the proposed home, design was not verified in this review.

Setbacks:

For GP zoning, the following setbacks are required:

Main Structure:

Front: None
Side: None, unless abutting Residential then >25 feet

Accessory Structure:

Front yard unattached structures: None
Side yard unattached structures: None

Rear: None, unless abutting Residential then >25 feet Rear yard unattached structures: None

Setbacks were provided on the application, and the structure shown on the attached site plan appears to match the setbacks noted. A scaled drawing was provided with the application to be verified although the scaling appears inaccurate, the setback mentioned does appear to meet requirements.

Application states a 6' curved porch area is to be included along with this new multi-purpose structure.

The lot coverage is less than 75% after accounting for these features – OK

Access:

Access for use will be made from multiple directions but mainly from Ferguson Street or the Baseball Fields themselves.

Foundation:

The permit reports a 4" concrete slab with thickened edges on grade for the foundation. Reinforcement per code along with compacted granular fill. No soils information is provided. The contractor is responsible for verification of soil bearing pressures for the foundation system.

Comments:

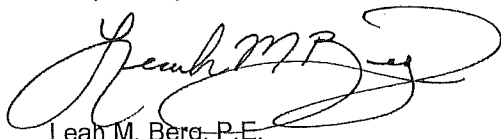
1. Contractor to verify the proposed utility services (gas, water, sewer, electrical) locations will properly provide services the commercial building.
 - a. Disturbance of ROW or existing improvements related to utility connections shall be the responsibility of the Owner to restore to pre-construction conditions.
2. No structural evaluation was completed as part of this review.

Recommendations – Permit 2022-18:

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

1. Contractor to ensure setbacks are met.
2. Appropriate drainage must be maintained on the site. Sediment and erosion control measures must function and are the responsibility of the contractor to ensure there is no erosion and sediment transfer.
3. All disturbances must be stabilized within 30 days of completion of construction.
4. Contractors must be licensed in Hermosa and carry required insurance.
5. All construction must meet applicable code requirements as well as Town Ordinance requirements.
6. All fees to be paid prior to issuing permit.
7. Applicable inspections must be performed by the Town of Hermosa.

Respectfully submitted,

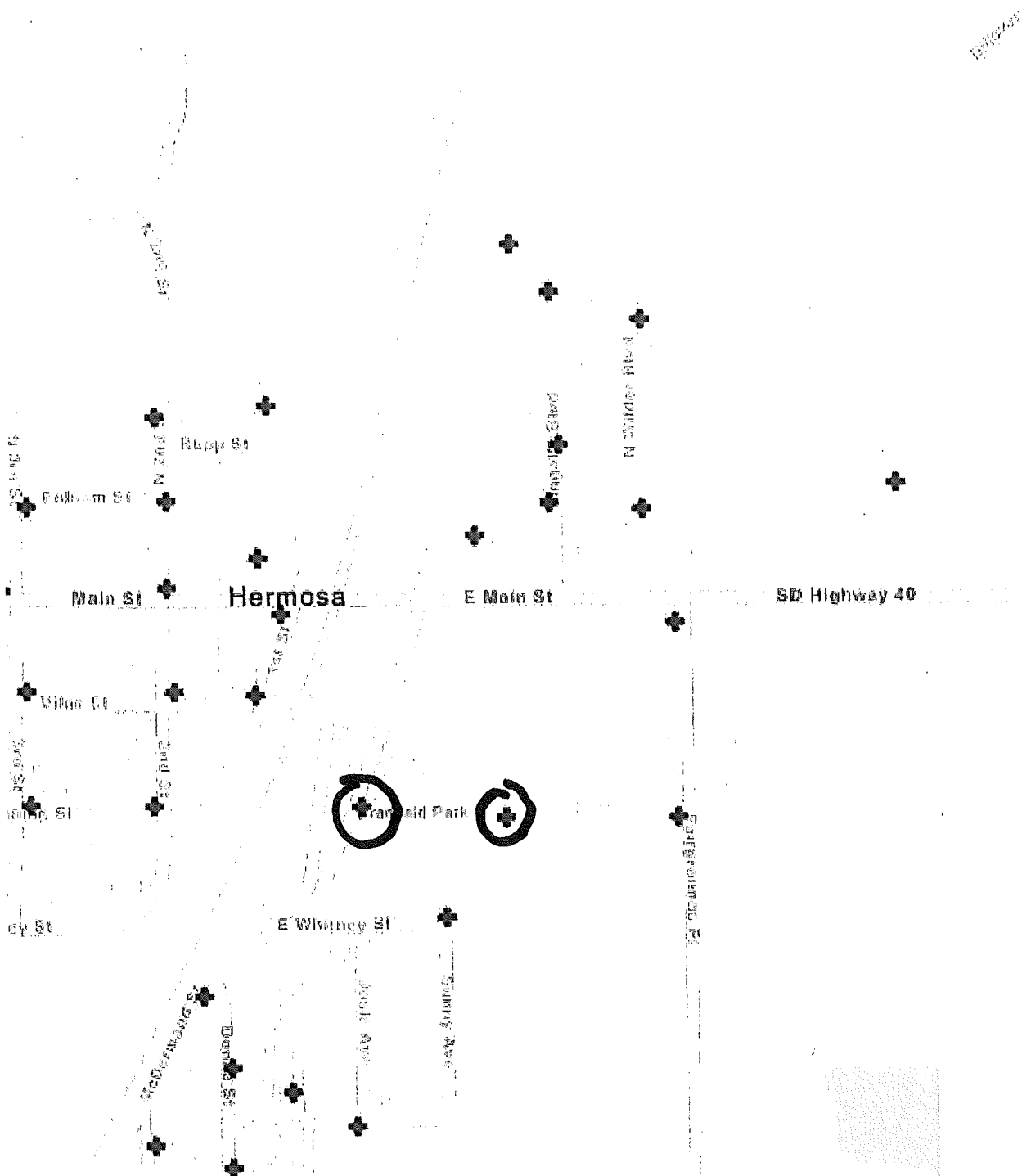


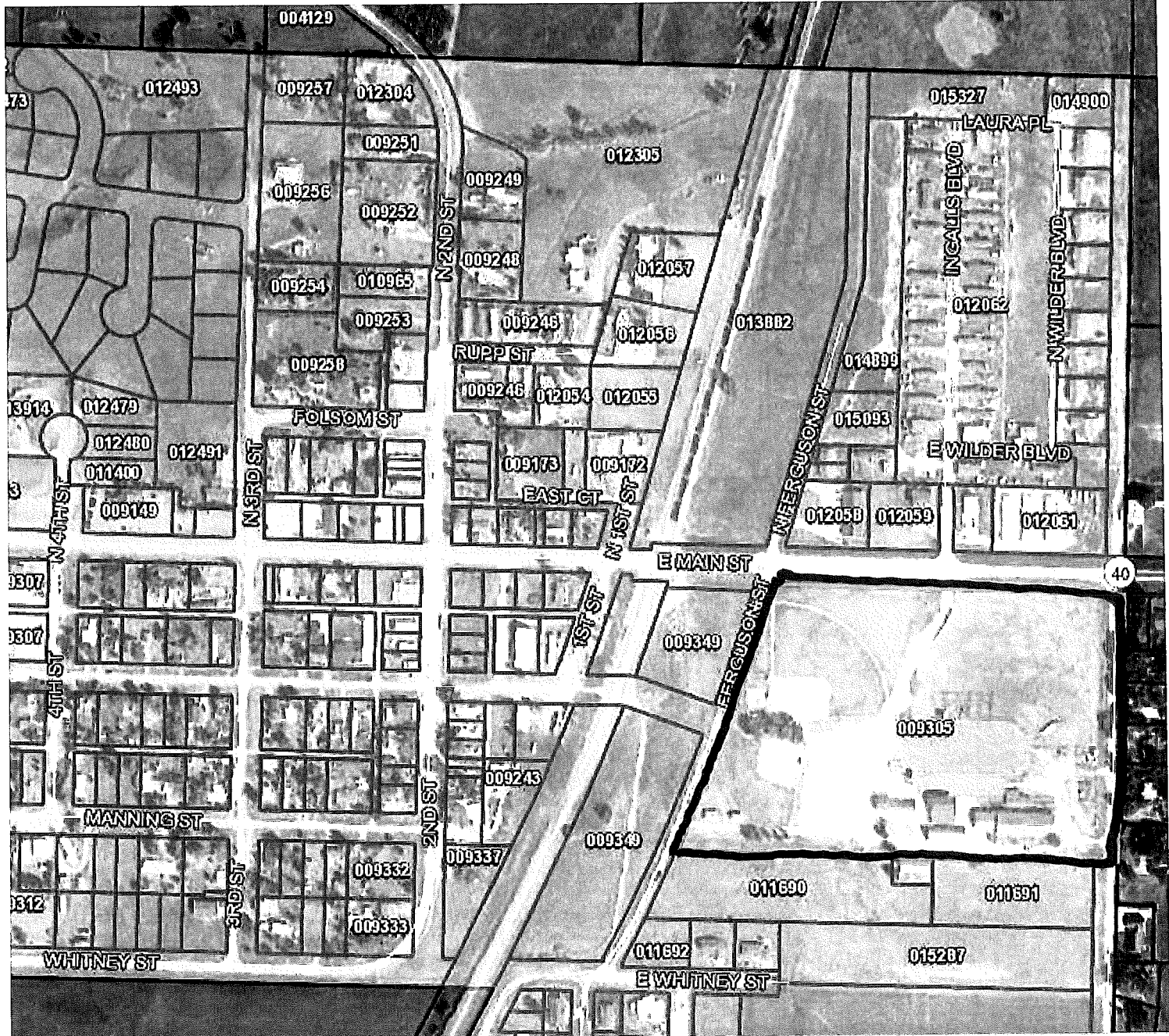
Leah M. Berg, P.E.

LBerg@proacesinc.com

END OF STAFF REPORT

Ⓡ Fire Hydrant

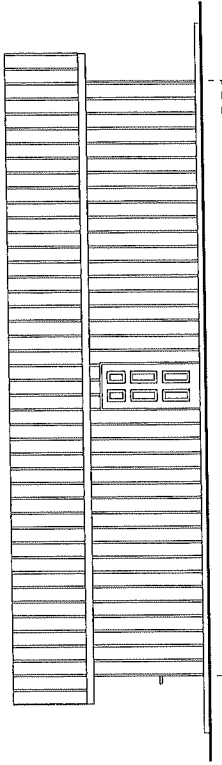




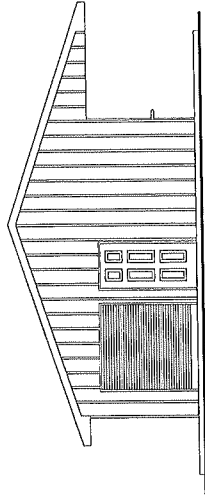
Alternate IDn/a
 Class Exempt
 Acreage 18.49

Owner Address CUSTER COUNTY
 420 MT RUSHMORE RD
 CUSTER, SD 57730-000

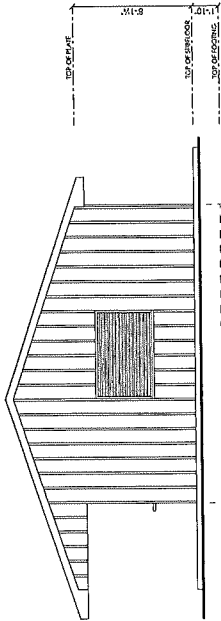
009305



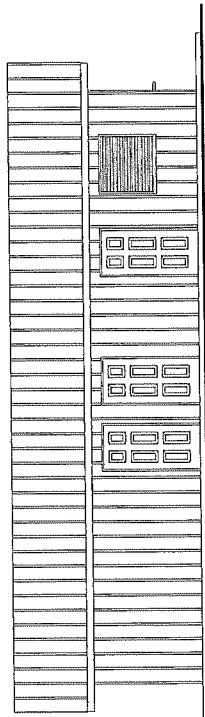
RIGHT ELEVATION
 SCALE: 1/4" = 1'-0"



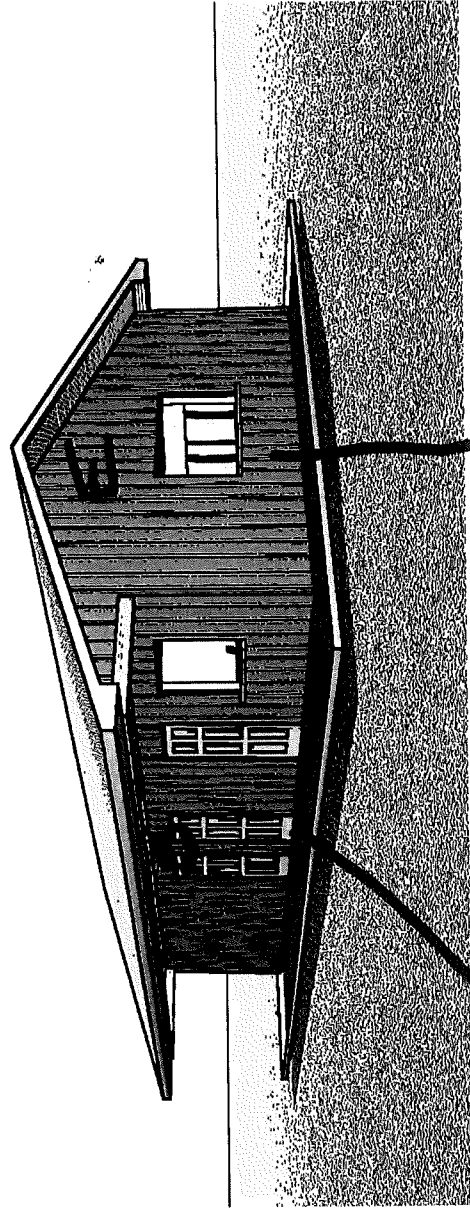
REAR ELEVATION
 SCALE: 1/4" = 1'-0"



FRONT ELEVATION
 SCALE: 1/4" = 1'-0"



LEFT ELEVATION
 SCALE: 1/4" = 1'-0"



South side **East side**

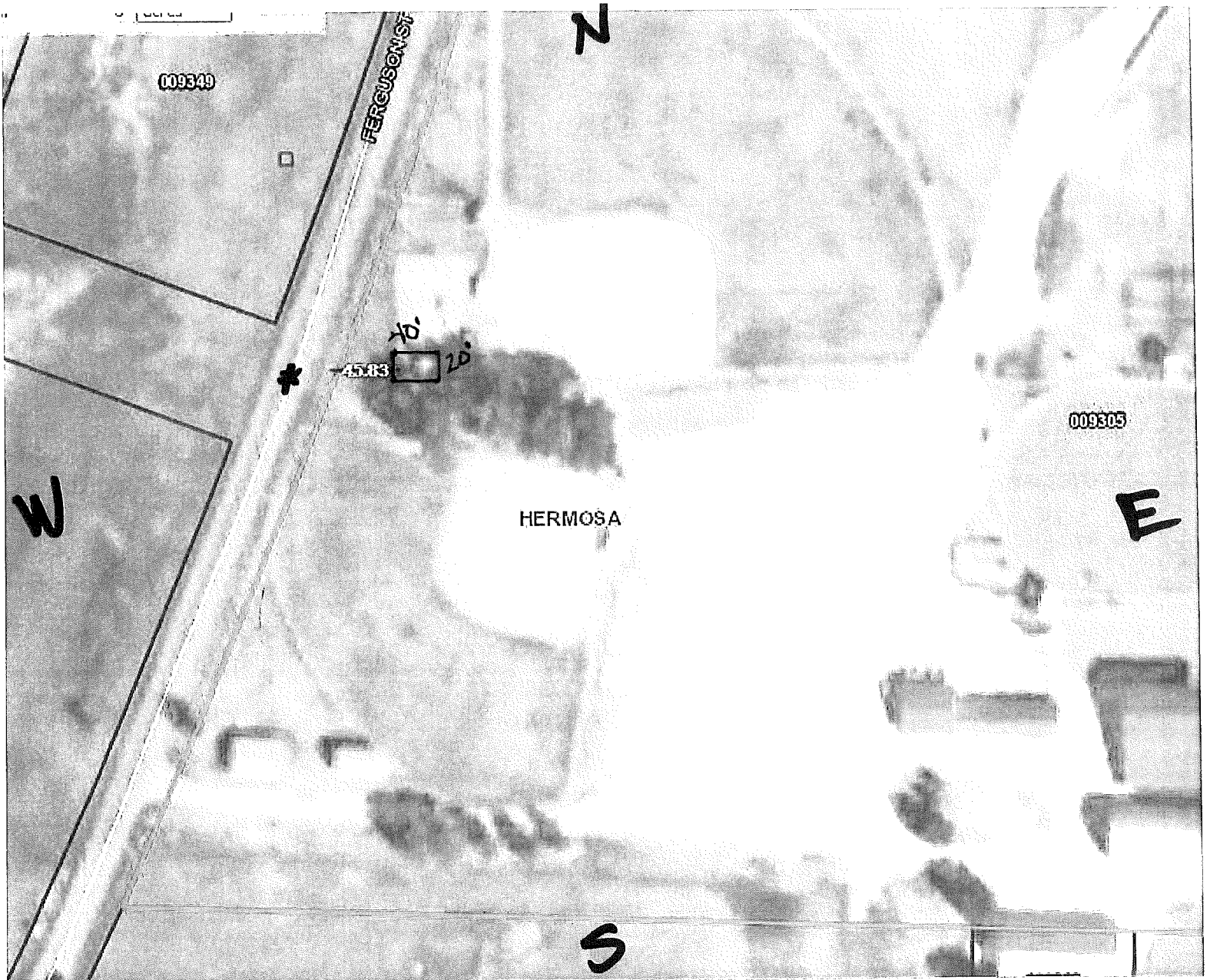


| | | | | | |
|------------------------------|---|---------------------|--------|----------------------|---|
| Parcel ID | 009305 | Alternate ID | n/a | Owner Address | CUSTER COUNTY 420 MT RUSHMORE RD CUSTER SD 57730- |
| Sec/Twp/Rng | n/a | Class | Exempt | | |
| Property Address | 295 E MAIN ST HERMOSA | Acres | 18.490 | | |
| District | 16.1-4-0-0-0 | | | | |
| Brief Tax Description | PART OF OUTLOT D SEC 32 T-2 R-8 18.49 AC (FAIRGROUNDS) 744-00-054-000-001-00 (Note: Not to be used on legal documents) | | | | |

Last Data Upload: 1/28/2015 3:03:53 AM

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





Alternate IDn/a
Class Exempt
Acreage 18.49

Owner Address CUSTER COUNTY
420 MT RUSHMORE R
CUSTER, SD 57730-00

* set Back to the west - Approx 40 feet

Town of Hermosa

PO Box 298 * 230 Main St. Hermosa, SD

605-255-4291

Email: town@hermosasd.com

Pre-Inspection Form

To be retained in permanent file

| Customer Name | Permit # | Date |
|---------------------------|----------|-----------|
| Custer County Fairgrounds | 2022-18 | 5-11-2022 |

| Site Address | Parcel # |
|--------------------------|----------|
| Custer County Ball Field | 009305 |

MUST MEET ALL PERMIT REQUIREMENTS

Inspection

1. Walked site Yes
2. Lot measurement X
3. Lot usage Public (40%)
4. Suitability of lot for proposed construction GOOD
 - A. Fill needed _____
 - B. Excavation/Trenching needed Yes
5. Utilities properly located on lot No
6. Check for any easements Yes
7. Check for Pins or Survey Yes
8. Drainage NA

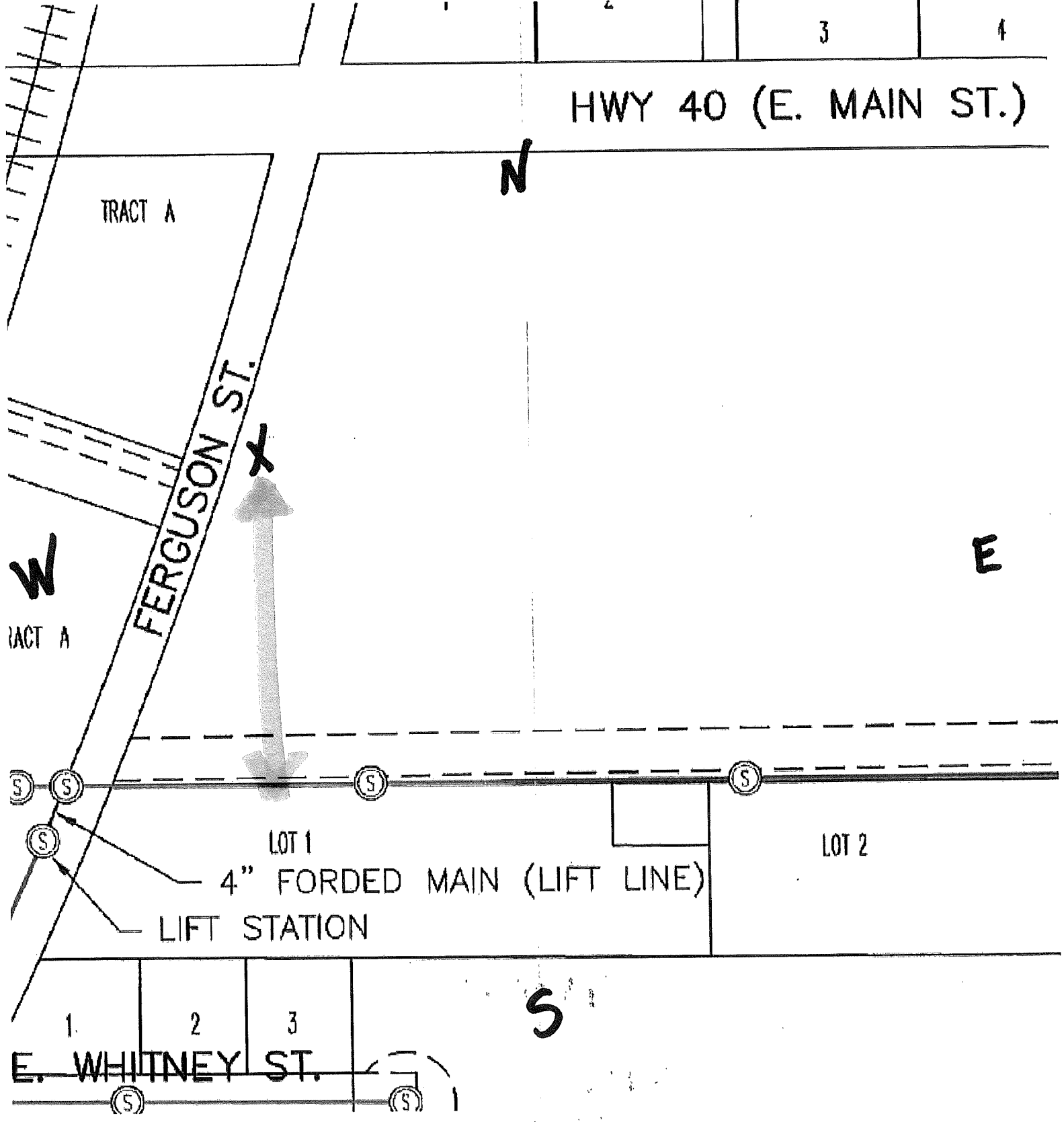
Inspection Notes

Inspectors Signature

Chuck Bergman

Date

5-11-22



Sewer Existing

HWY 40 (E. MAIN ST.)

TRACT A

N

FERGUSON ST

X

W

TRACT A

E

LOT 1

LOT 2

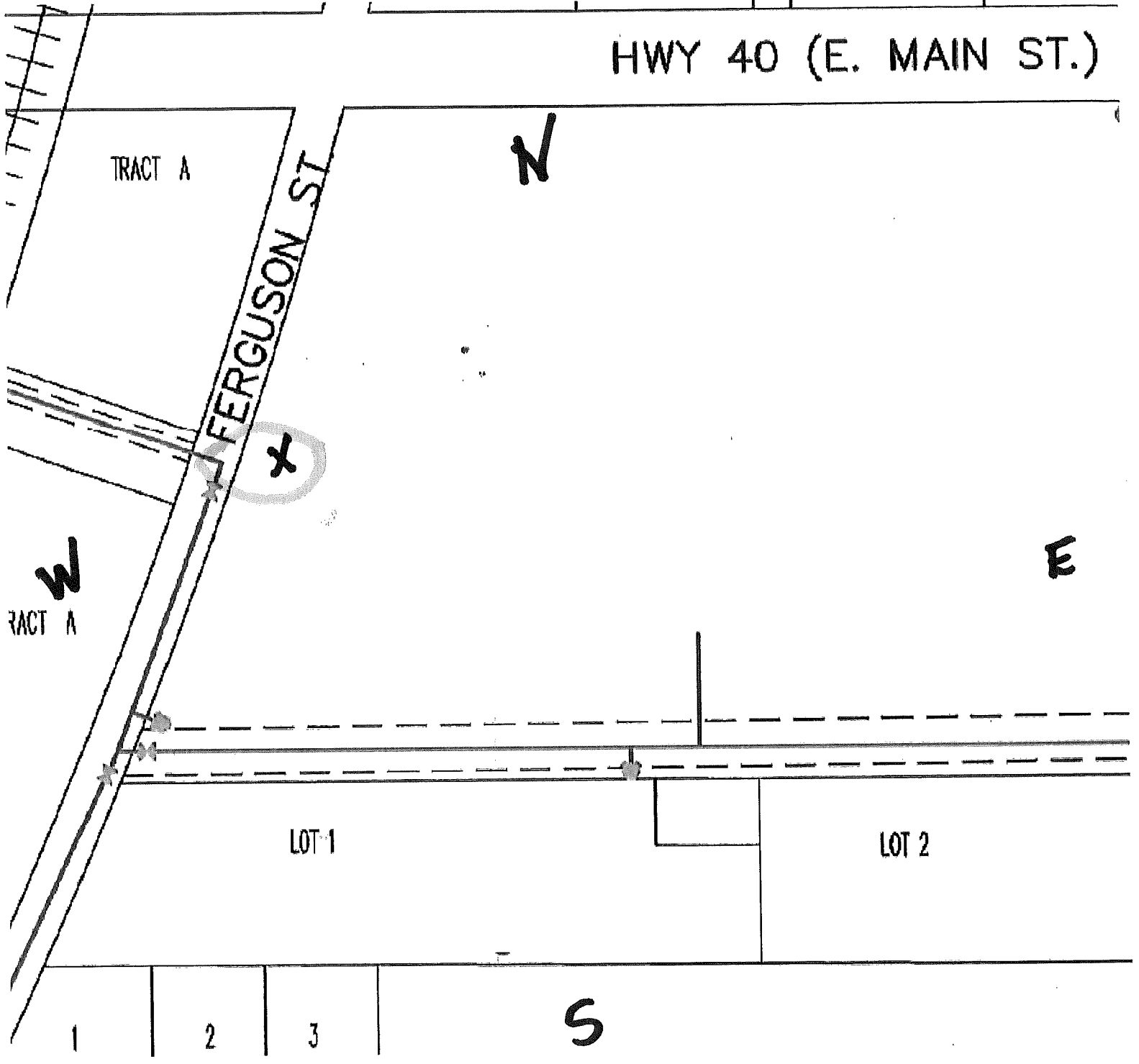
1

2

3

S

WATER LINE
existing



Jill Dybvig

From: Joan Harris <joharris.news@gmail.com>
Sent: Tuesday, April 12, 2022 3:05 PM
To: Jill Dybvig
Subject: Re: Question
Attachments: image001.jpg

If they are in the town limits they need permits. Please check thier file to see if we have waived fees in the past.

On Tue, Apr 12, 2022, 2:15 PM Jill Dybvig <jill@hermosasd.com> wrote:

Joan,

→ 20x40

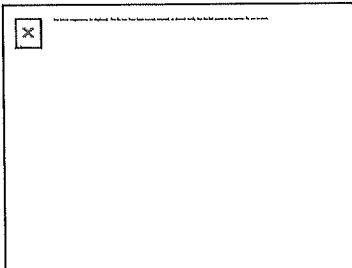
Hi! I just got a call from Greg Neugebauer and they are going to be building a new ~~24x60~~ building (Concession, bathrooms & storage) at the ballfield. They will be tearing down the concession stand and the storage shed that is there now to replace with the new. Do we do the building permits for that?? Gail and Bob King (he was in the office) thought that Custer county issues the building permits for that. Let me know your thoughts.

Thank you,

Jill Dybvig

Town of Hermosa

605-255-4291



5/10/22

Hermosa Planning and Zoning and Hermosa Town Board,

A few years ago, the Hermosa Little League, a committee under the Custer County Fairboard, started the process of building a new structure containing bathrooms, a concession, and storage. With Covid-19 and the rise in material prices, the process has been drawn out. When the project began, we attended a Town Board meeting to ask for monetary help. At that time, we were told monetary help was not available, but they could possibly help by waiving fees for sewer and water hookups. Any hookup and permit fees associated with this project that could be waived would be greatly appreciated.

Thank you for your consideration,

Greg Neugebauer

Liaison for Hermosa Little League

Vice President, Custer County Fairboard

605-390-4804

| | | |
|--|---------------------|---|
| (4) On-sale dealer - Full Service Restaurant-Purchases over \$1,200 | 1 time fee -116.06E | \$350 per month + 5% |
| (5) Off-sale dealer - Sell alcoholic beverage for consumption off premises | \$250.00 | \$350 per month + 5% |
| (6) Special(Temporary) - Special Event | N/A | \$50 per day, not to exceed 15 consecutive days |
| (7) Malt beverage retailer | \$300.00 | \$25 per month + 5% |
| (8) Off-sale malt beverage dealer-Off premises | \$200.00 | \$25 per month |
| (9) Off-sale malt beverage & SD wine package dealer | \$225.00 | \$25 per month |
| (10) Wine retailers, being both package dealer & on-sale dealer | \$500.00 | \$25 per month + 5% |

Occupancy & Type

| | Cost per Square Foot | Modified Construction Value |
|---------------------------------|----------------------|-----------------------------|
| | | 84 % per Sq Ft |
| Single Family Residential | \$67.30 | \$56.53 |
| Residential Finished Basement | \$20.10 | \$16.88 |
| Residential Unfinished Basement | \$14.60 | \$12.26 |
| Deck | \$8.80 | \$7.39 |
| Covered Deck/Porch/Shed | \$12.85 | \$10.79 |
| Carport | \$16.60 | \$13.94 |
| Garage | \$24.30 | \$20.41 |
| Mfg. Mobile, Modular | \$30.00 | \$25.20 |
| Multi-family Residential | \$72.30 | \$60.73 |

Residential Building

| Residential Building Permit Sq. Footage Fees | Price | Additional |
|---|-----------------|------------|
| Fee for first \$500 valuation (additional = per extra \$100) | \$30.00 | \$2.00 |
| Fee for first \$2,000 valuation (additional = per extra \$1,000) | \$45.00 | \$9.00 |
| Fee for first \$25,000 valuation (additional = per extra \$1,000) | \$252.00 | \$6.50 |
| Fee for first \$50,000 valuation (additional = per extra \$1,000) | \$414.50 | \$4.50 |
| Residential Review by Engineer | At Cost | |
| Subdivision Plan Review by Engineer | At Cost | |
| Building Permit Violation (per DAY) | \$100.00 | |
| Stop Work Order | \$250.00 | |

Commercial Building

| Commercial Building Permit Sq. Footage Fees | Price | Additional \$ per \$1000 |
|--|------------|--------------------------|
| Fee for first \$1000 valuation | \$37.00 | |
| Fee for \$1001 - \$2,000 valuation (additional = per extra \$1,000) | \$69.25 | |
| Fee for \$2001 - \$25,000 valuation (additional = per extra \$1,000) | \$70.00 | \$14.00 |
| Fee for \$25,001 - \$50,000 valuation (additional = per extra \$1,000) | \$390.00 | \$10.00 |
| Fee for \$50,001 - \$100,000 valuation (additional = per extra \$1,000) | \$643.75 | \$7.00 |
| Fee for \$100,001 - \$500,000 valuation (additional = per extra \$1,000) | \$993.75 | \$5.60 |
| Fee for \$500,001 - \$1,000,000 valuation (additional = per extra \$1,000) | \$3,233.75 | \$4.75 |
| Fee for \$1,000,001 on up valuation (additional = per extra \$1,000) | \$5,608.75 | \$3.15 |

| | | |
|--|-----------------|--|
| Commercial Review by Engineer (1 st & additional) | At Cost | |
| Building Permit Violation (per DAY) | \$100.00 | |
| Stop Work Order | \$250.00 | |

Floodplain Development Permit + Reviews

| | | |
|---|----------|----------|
| Residential Lot - Application Permit Fee-Non Refundable | \$100.00 | |
| Residential (1st Lot / each additional lot) | \$250.00 | \$100.00 |
| Professional Review by Floodplain Engineer | At cost | |
| Commercial Lot - Application Permit Fee-Non Refundable | \$500.00 | |
| Professional Review by Floodplain Engineer | At Cost | |

Inspection Services by Town Engineer

| | | |
|--|----------|----------------------|
| Residential | At Cost | |
| Commercial | At Cost | |
| Deposit Requirement for Non-compliance Inspection | At Cost | |
| * non-compliance work billed at engineer's hourly rate | \$125.00 | (up to \$165 per hr) |

Plat/Subdivision Application + Review (If Required)

| | | |
|--|---------|--|
| Application Permit - Non Refundable | \$75.00 | |
| Professional Review-Single/Multiple Lots (Prelim. & Final) | At Cost | |

Water & Sewer Fees

| | | |
|---|------------|--|
| Sewer Tap Fees: Non-Refundable Sewer Tap Application | \$50.00 | |
| Residential Sewer | \$1,000.00 | |
| Commercial Sewer | \$2,000.00 | |
| Water Tap Fees: Non-Refundable Water Tap Application | \$50.00 | |
| Water Tap Fees: | | |
| 1" size pipe Residential | \$1,000.00 | |
| 1 1/2" size pipe Residential | \$1,000.00 | |
| 2" size pipe Residential | \$1,250.00 | |
| 1" size pipe Commercial | \$2,000.00 | |
| 1 1/2" size pipe Commercial | \$2,000.00 | |
| 2" size pipe Commercial | \$2,500.00 | |

Utility Rates

| | 3,000 gal. | \$ per 1000 gal. |
|----------------------------|------------|------------------|
| Residential In-Town Water | \$31.00 | \$4.00 |
| Residential Out-Town Water | \$65.00 | \$9.00 |
| Commercial In-Town Water | \$55.00 | \$4.75 |
| Commercial Out-Town Water | \$80.00 | \$9.00 |
| Residential In-Town Sewer | \$31.00 | \$1.50 |
| Residential Out-Town Sewer | \$65.00 | \$5.75 |
| Commercial In-Town Sewer | \$55.00 | \$3.50 |

Town of Hermosa

90

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

SUBDIVISION PLAT APPLICATION

Sketch Plan _____ Preliminary Plan Final Plat _____

Date: 5-11-22 Permit # 2022-19

| | | | |
|-----------------|------------|---------------------|--------------------|
| Receipt # _____ | Cash _____ | Check # <u>6907</u> | Amount <u>7500</u> |
|-----------------|------------|---------------------|--------------------|

Applicant:
 Name: Clifford Sherb
 Address: 24471 Sherb Rd
 City, State, Zip: Hermosa SD 57744
 Phone & Email: 605-255-4305
 Sign & Date: _____

Other Owners:
 Name: Mary Sherb
 Address: _____
 City, State, Zip: _____
 Phone & Email: _____
 Sign & Date: _____

or information contact & call only: ↓
Agent:
 Name: Bridget Sherb
 Address: PO Box 243
 City, State, Zip: Hermosa SD 57744
 Phone & Email: bsherb@kcinfo.net 605.390.6193
 Sign & Date: Bridget Sherb 5-11-22

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

Surveyor/Engineer:
 Name: Eric Howard Renner ASSOC
 Address: 3231 Teawmot Dr.
 City, State, Zip: Rapid City SD 57203
 Phone & Email: 605-721-7310
 Registration Number: _____
 Sign & Date: _____

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

Current Legal Description:

Subdivision/H.E.S./M.S. Title: Lone Coyote Subdivision
 Secondary Title/Description: Preston Tract 2A + Tract 2B
 Aliquot Location: _____ Total Acres: 2.802
 Township: T2S Range: R8E Section(s): 19 Book: _____ Page: _____

Proposed Legal Description:

Primary Title (Subdivision Name): Oak Tree subdivision
 Secondary Title: (Description): Tract 2B, Sec 19, T2S, R8E, BHM Custer County, SD

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

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

Original Parcel # 000207
Office Use Only

PLANNING AND ZONING COMMISSION

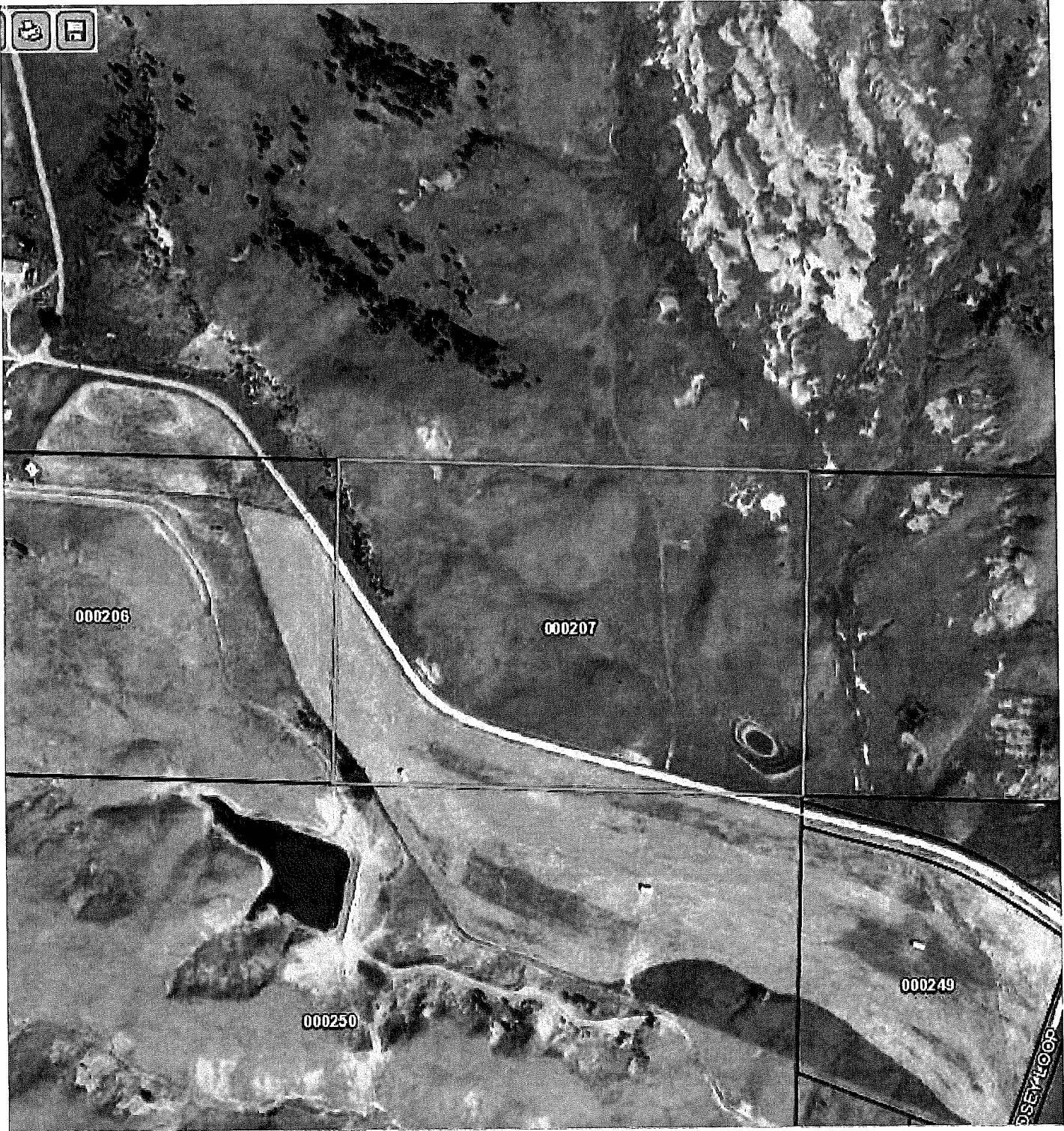
Approved Denied

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

HERMOSA BOARD OF TRUSTEES

Approved Denied

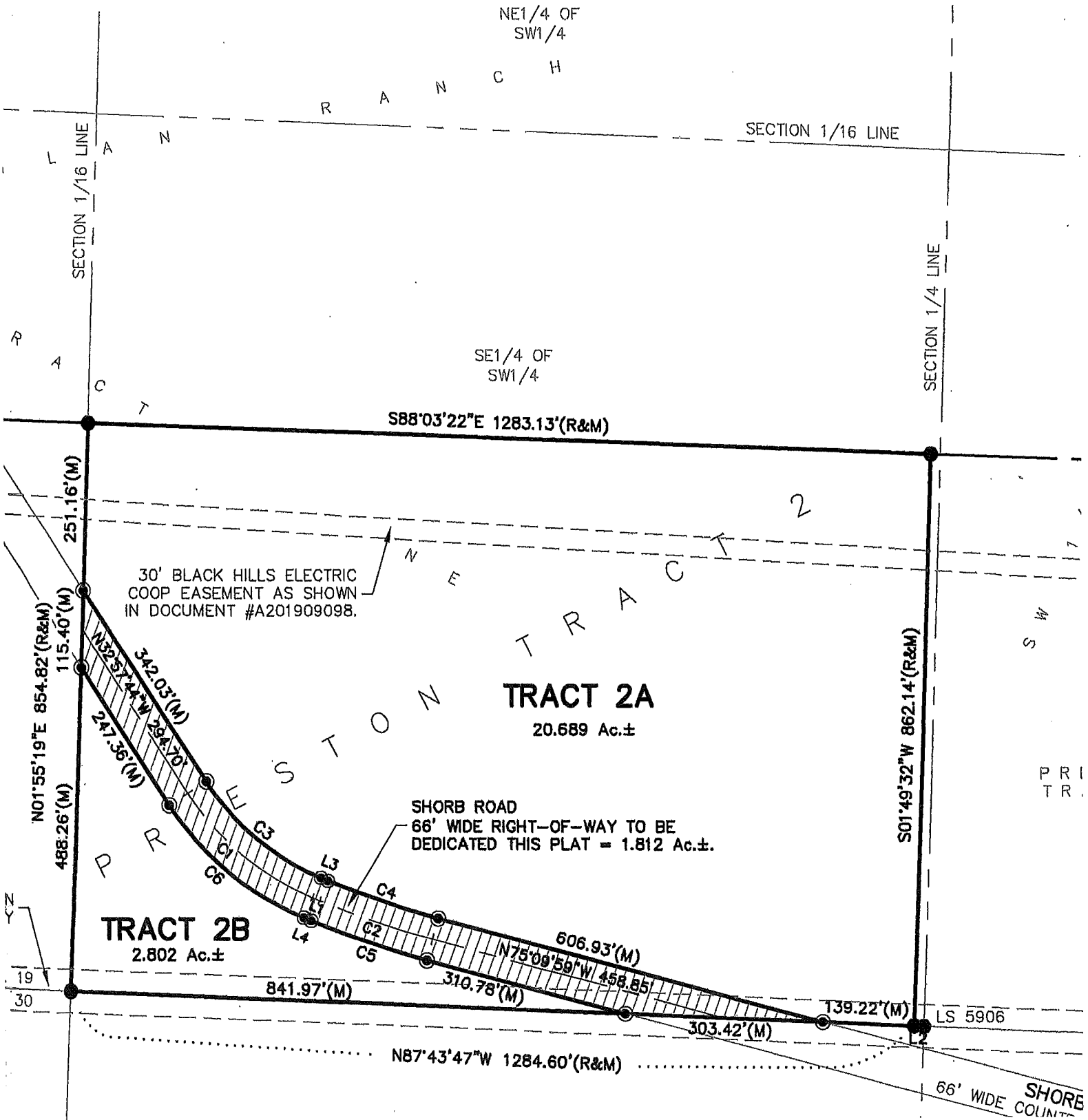
Name: _____
 Title: _____
 Signature: _____
 Date: _____
 Date Permit Issued: _____



Alternate IDn/a
Class Agricultural
Acreage 26.01

Owner Address PRESTON FAMILY, INC
22760 STONEMEADOW RD
RAPID CITY, SD 57702-7700

PLAT OF
LONE COYOTE SUBDIVISION
PRESTON TRACT 2A & TRACT 2B,
 (formerly Preston Tract 2)
 LOCATED IN SECTION 19, T2S, R8E, BHM,
 CUSTER COUNTY, SOUTH DAKOTA





STAFF REPORT

MUNICIPALITY: Town of Hermosa, 230 Main Street, Hermosa, SD 57744
PROJECT: Lone Coyote Subdivision
PRESTON TRACT 2A & PRESTON TRACT 2B, SHORB RD
Hermosa, SD
DATE: May 20, 2022
PERMIT NUMBER: 2022-19
REPORTED BY: Leah M. Berg, P.E.

ITEMS:

Conditions:

The site is located northwest of the Town of Hermosa, South of Shorb Rd contained within parcel 000207.

The applicant has submitted the following documents:

SUBDIVISION PLAT APPLICATION
AERIAL IMAGE OF THE PARCEL FROM BEACON GIS
PRELIMINARY PLAT OF PRESTON TRACT 2A & 2B

Flood Plain:

Based on the flood map overlay, the lot is in an identified special hazard area (100-year floodplain).

Zoning: Zoning is AG: AGRICULTURE

Access:

Access for use will be made from South Dakota Highway 79 onto Shorb Rd from the east or South Dakota Highway 79 onto Murphy Rd and onto Shorb Rd from the North.

Comments:

1. The submission of this preliminary plat could be combined as a Final Plat as well. This condition is acceptable if no construction of roads or installing of other improvements occur. Submitted application indicates "NO" at the time of submission but has identified Preliminary Plat on the application.
2. Submitted Preliminary Plat has provided the required information as stated in the Town of Hermosa's Ordinance § 154.23 CONTENT OF PRELIMINARY PLATS.

Recommendations – Permit 2022-19:

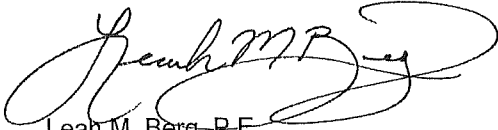
Based on the application information, the permit complies with the Town of Hermosa's requirements.

Recommendation is to approve with the following stipulations:

1. All fees to be paid prior to issuing approval.
2. The continuation of Shorb Rd. should be plated to indicate a dedicated Right-Of-Way from Lindsay Loop traveling west for nearly 1/4 mile to the southern border of this parcel, 000207. This is to eliminate skipping a section of Shorb Road that at the current application status is to remain easement compared to dedicated ROW. The applicant owns the land where Shorb Road is located in question.
 - a. Attached plat(s) include notes related to skipped section.

3. Custer County Register of Deeds must review and accept plat format, legal description and any other aspects of the plat document.
4. If approved by the Hermosa Planning and Zoning Board, a mylar copy shall be provided by the Owner to the Board of Trustees for final review, approval and signature at the time of application for final platting.
5. The Owner is responsible for submitting the plat to Custer County, paying applicable taxes and having the plat signed and recorded.

Respectfully submitted,



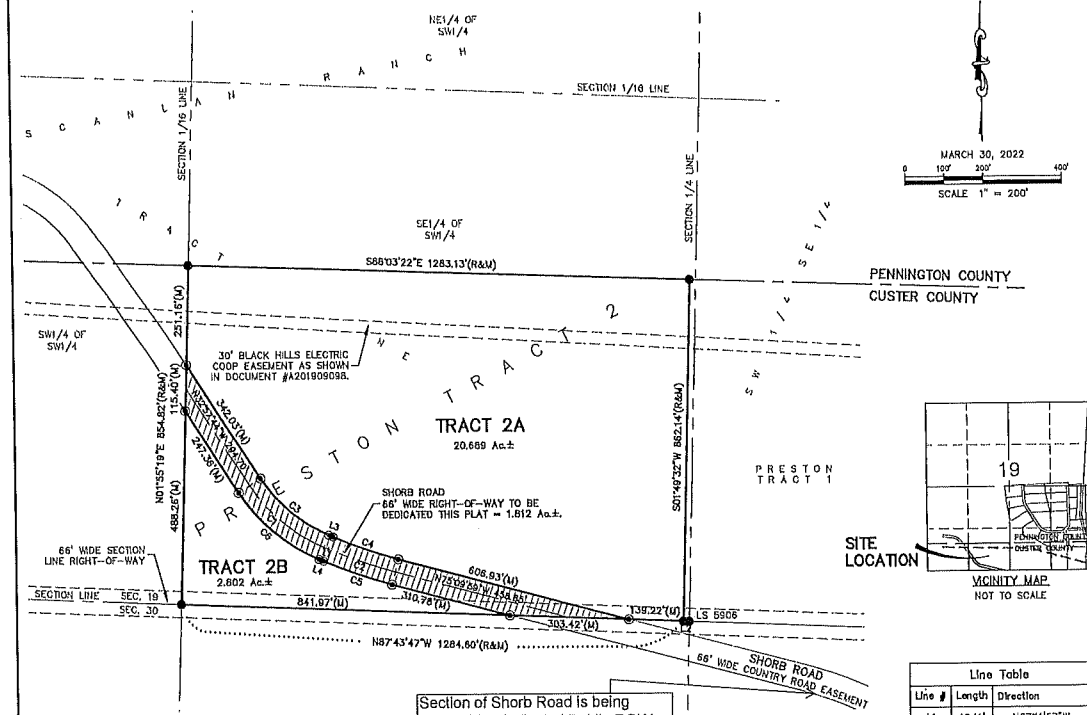
Leah M. Berg, P.E.

LBerg@proacesinc.com

END OF STAFF REPORT

Copy: Town of Hermosa & G:\My Drive\Jobs\21-1144 Hermosa\21-1144c Permit Review\5-24-22 Meeting P&Z\Shorb Preston Tract 2B 2022-19

PLAT OF
LONE COYOTE SUBDIVISION
PRESTON TRACT 2A & TRACT 2B,
 (formerly Preston Tract 2)
 LOCATED IN SECTION 19, T2S, R8E, BHM,
 CUSTER COUNTY, SOUTH DAKOTA



NOTES:
UTILITY AND MINOR DRAINAGE EASEMENTS:

10' ON THE INTERIOR SIDES OF ALL LOT LINES NOT ADJACENT TO PUBLIC RIGHT-OF-WAYS.
 ANY MAJOR DRAINAGE EASEMENT SHOWN HEREON SHALL BE KEPT FREE OF ALL OBSTRUCTIONS INCLUDING BUT NOT LIMITED TO BUILDINGS, WALLS, FENCES, HEDGES, TREES AND SHRUBS. THESE EASEMENTS GRANT TO ALL PUBLIC AUTHORITIES THE RIGHT TO CONSTRUCT, OPERATE, MAINTAIN, INSPECT, AND REPAIR SUCH IMPROVEMENTS AND STRUCTURES AS IT DEEMS EXPEDIENT TO FACILITATE DRAINAGE FROM ANY SOURCE.

BASIS OF BEARINGS:

SOUTH DAKOTA STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NAD83(2011), DERIVED FROM OPUS SOLUTION WITH A CORNERED SCALE FACTOR OF 0.99976667.

WATER PROTECTION STATEMENT:

PURSUANT TO SDCL 11-3-8.1 AND 11-3-8.2, THE DEVELOPER OF THE PROPERTY DESCRIBED WITHIN THIS PLAT SHALL BE RESPONSIBLE FOR PROTECTING ANY WATERS OF THE STATE, INCLUDING GROUNDWATER, LOCATED ADJACENT TO OR WITHIN SUCH PLATTED AREA FROM POLLUTION FROM SUCH SUBDIVISION AND SHALL IN PROSECUTION OF SUCH PROTECTIONS CONFORM TO AND FOLLOW ALL REGULATIONS OF THE SOUTH DAKOTA DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES RELATING TO THE SAME.

FLOODPLAIN STATEMENT:

BASED ON THE FLOOD INSURANCE RATE MAP NUMBER 45103C1650H (NOT PRINTED), EFFECTIVE DATE JUNE 3, 2013, INDICATES THE SUBJECT PROPERTY IS LISTED IN ZONE D.

Section of Shorb Road is being skipped for dedicated Public ROW. see plat on next page

Line Table

| Line # | Length | Direction |
|--------|--------|-------------|
| L1 | 12.11' | N67°11'57"W |
| L2 | 16.00' | N87°43'47"W |
| L3 | 12.11' | N67°11'57"W |
| L4 | 12.11' | N67°11'57"W |

Curve Table

| Curve # | Length | Radius | Delta | Chord Direction | Chord Length |
|---------|---------|----------|-----------|-----------------|--------------|
| C1 | 248.38' | 415.67' | 34°14'12" | N50°04'50"W | 244.70' |
| C2 | 181.70' | 1306.71' | 7°58'02" | N71°10'58"W | 181.56' |
| C3 | 228.66' | 382.67' | 34°14'12" | S50°04'50"E | 226.27' |
| C4 | 177.12' | 1273.71' | 7°58'02" | S71°10'58"E | 176.92' |
| C5 | 186.29' | 1339.71' | 7°58'02" | S71°10'58"E | 186.14' |
| C6 | 288.10' | 448.67' | 34°14'12" | N50°04'51"W | 284.13' |

CERTIFICATE OF OWNERSHIP:
 State of South Dakota
 County of Pennington S.S.

We, the undersigned, do hereby certify that we are the owners of the land shown and described hereon, that the survey was done at our request for the purpose indicated hereon; that we do hereby approve the survey and within plot of said land; and that the development of this land shall conform to all existing applicable zoning, subdivision, erosion and sediment control regulations.

Any land shown on the within plat as dedicated to public right of way is hereby dedicated to public use and public utility use as such, forever, but such dedication shall not be construed to be a donation of the fee of such land.

In witness whereof, we have set our hand and seal.

OWNERS: Preston Family, Inc.

BY: _____

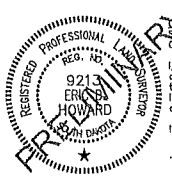
On the _____ day of _____, 20____, before me, a Notary Public, personally appeared _____ and _____, known to me to be the persons described in the foregoing instrument and acknowledged to me that they signed the same.

NOTARY PUBLIC:

My commission expires: _____

LEGEND:

- ⊙ Denotes set 5/8" rebar with survey cap marked "Renner - Assoc. 9213".
- Denotes Found Survey Monument marked LS 9213, unless otherwise noted.
- (R) Denotes Recorded in previous plat or description.
- (M) Denotes Measured in this survey.



CERTIFICATE OF SURVEYOR:
 State of South Dakota
 County of Pennington S.S.

I, Eric D. Howard, Registered Land Surveyor No. 9213 in the State of South Dakota, do hereby certify that at the request of the owners listed hereon, I have surveyed the tract of land shown, and to the best of my knowledge and belief, the within plat is a representation of said survey. Easements or restrictions of miscellaneous record or private easements that are not known to me are not shown hereon.

In witness whereof, I have hereunto set my hand and seal.

Eric D. Howard, Registered Land Surveyor Date: _____

RESOLUTION OF GOVERNING BOARD:

Whereas, there has been presented to the Town Board of Hermosa, South Dakota, the within plat of the above described lands, and it appearing to the Board that said plan conforms to the existing plats of said Town, that the streets set forth therein conform to the system of streets of the municipality, that all provisions of assessments upon the tract have been fully paid, and that said plat and the survey thereof have been executed according to law, now therefore, BE IT RESOLVED, that said plat is hereby approved in all respects.

Dated at Hermosa, South Dakota, this _____ day of _____, 20____

Governing Board President Date

CERTIFICATE OF COUNTY TREASURER:

I, Treasurer of Custer County, do hereby certify that all taxes which are liens upon the within described lands are fully paid according to the records of my office.

Dated this _____ day of _____, 20____

Treasurer of Custer County

CERTIFICATE OF REGISTER OF DEEDS:
 State of South Dakota
 County of Custer S.S.

Filed this _____ day of _____, 20____, at _____ o'clock _____ M.,
 Document Number _____

Register of Deeds of Custer County Fee: \$ _____

CERTIFICATE OF DIRECTOR OF EQUALIZATION:

I, Director of Equalization of Custer County, do hereby certify that I have a record in my office a copy of the within described plat.

Dated this _____ day of _____, 20____

Director of Equalization of Custer County

APPROVED: _____ Date: _____

CERTIFICATE OF HIGHWAY AUTHORITY:

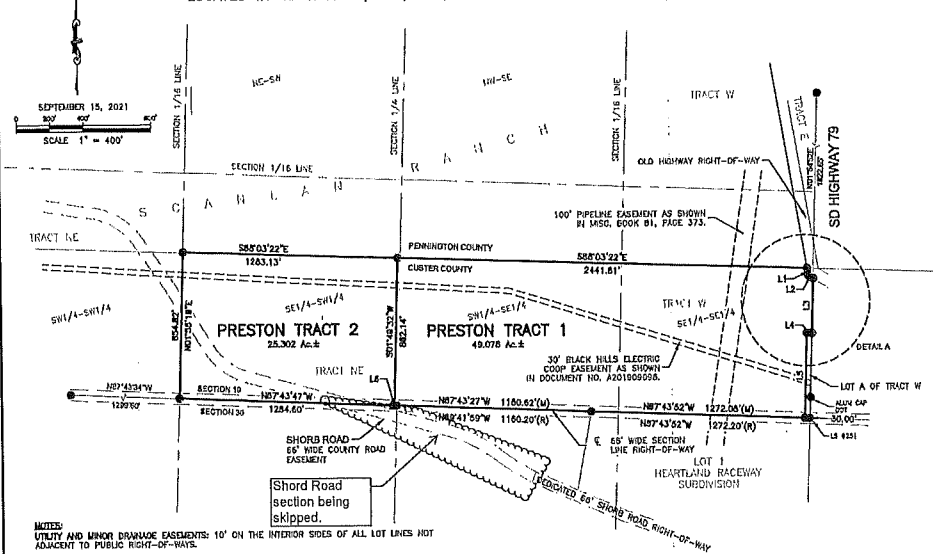
It appears that every lot has an acceptable approach location onto a public road and the location of the intersection(s) of the proposed subdivision road(s) with the existing public road(s) is hereby approved.

Dated this _____ day of _____, 20____

Highway Authority - SDDOT

EXHIBIT 28 | OUT 1 PG 36

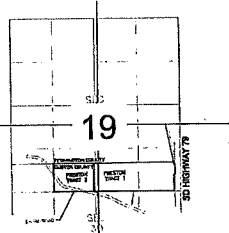
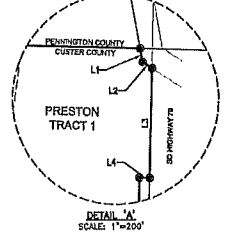
PLAT OF
LONE COYOTE SUBDIVISION
PLAT OF PRESTON TRACTS 1 & 2
(formerly a portion of Tract W of the SE1/4 of the SE1/4; a portion of the SW1/4 of the SE1/4; and portion of Tract NE of the SE1/4 of the SW1/4, Section 19, T2S, R8E, BHM)
LOCATED IN SECTION 19, T2S, R8E, BHM, CUSTER COUNTY, SOUTH DAKOTA



NOTES:
UTILITY AND MINOR DRAINAGE EASEMENTS: 10' ON THE INTERIOR SIDES OF ALL LOT LINES NOT ADJACENT TO PUBLIC RIGHT-OF-WAYS.
ANY MAJOR DRAINAGE EASEMENT SHOWN HEREON SHALL BE KEPT FREE OF ALL OBSTRUCTIONS INCLUDING BUT NOT LIMITED TO BUILDINGS, WALLS, FENCES, HEDGES, TREES AND SHRUBS. THESE EASEMENTS GRANT TO ALL PUBLIC AUTHORITIES THE RIGHT TO CONSTRUCT, OPERATE, MAINTAIN, INSPECT AND REPAIR SUCH IMPROVEMENTS AND STRUCTURES AS IT DEEMS EXPEDIENT TO FACILITATE DRAINAGE FROM ANY SOURCE.
BASES OF BEARINGS: SOUTH DAKOTA STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NAD83(2011), DERIVED FROM CRPIS.
WATER PROTECTION STATEMENT PURSUANT TO SDCL 11-3-2.1 AND 11-3-2.2, THE DEVELOPER OF THE PROPERTY DESCRIBED WITHIN THIS PLAT SHALL BE RESPONSIBLE FOR PROTECTING ANY WATERS OF THE STATE, INCLUDING CROSSLANDS, LOCATED ADJACENT TO OR WITHIN SUCH PROTECTIONS CONFORM TO AND FOLLOW ALL REGULATIONS OF THE SOUTH DAKOTA DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES RELATING TO THE SAME.
FLOODPLAIN STATEMENT:
BASED ON THE FLOOD INSURANCE RATE MAP NUMBER 46033C0200P (NOT PRINTED), EFFECTIVE DATE JANUARY 9, 2012, INDICATES THE SUBJECT PROPERTY IS LISTED IN ZONE 0.

- LEGEND:**
● Denotes set 5/8" rebar with survey cap marked "Renner - Assoc. 9213".
○ Denotes Found Survey Monument marked LS 5905, unless otherwise noted.
(N) Denotes Recorded in previous plat or description.
(U) Denotes Measured in this survey.

| Line # | Distance | Bearing |
|--------|----------|---------------|
| L1 | 40.55 | S09° 47' 23"E |
| L2 | 33.69 | S57° 21' 23"E |
| L3 | 321.73 | S01° 54' 53"W |
| L4 | 30.00 | N87° 43' 02"W |
| L5 | 497.70 | S01° 54' 53"W |
| L6 | 15.00 | N87° 43' 47"W |



CERTIFICATE OF OWNERSHIP
State of South Dakota
County of Custer, S.S.

We the undersigned do hereby certify that we are the owners of the land shown and described hereon, that the survey was done at our request for the purposes indicated hereon; that we do hereby approve the survey and within plot of said land, and that the development of this land shall conform to all existing applicable zoning, subdivision, erosion and sediment control regulations.

Any land shown on the within plot as dedicated to public right-of-way is hereby dedicated to public use and public utility use as such, forever, but such dedication shall not be construed to be a donation of the fee of such land.
In witness whereof, I have set my hand and seal.
OWNER: Preston Family, Inc.

By: [Signature]
On this 22 day of September, 2021, before me, a Notary Public, personally appeared [Signature], known to me to be the person described in the foregoing statement and acknowledged to me that he signed the same.
NOTARY PUBLIC: [Signature]
My commission expires October 20, 2026.

CERTIFICATE OF TOWN FINANCE OFFICER
I, Finance Officer of the Town of Hermosa, South Dakota, do hereby certify that the foregoing instrument is a true and correct copy of the resolution adopted by the Town Board of Hermosa, South Dakota, at a meeting held on the 22 day of October, 2021.
HERMOSA FINANCE OFFICER: [Signature]

CERTIFICATE OF DIRECTOR OF EQUALIZATION
I, Director of Equalization for Custer County, do hereby certify that I have a copy of the within described plat in my office.
DIRECTOR OF EQUALIZATION: [Signature] DATE 10-8-2021

CERTIFICATE OF HIGHWAY AUTHORITY
The location of these lots meet the requirements of the county as it relative to access onto County roads.
CUSTER COUNTY HIGHWAY AUTHORITY: [Signature] DATE 9-27-21

VICINITY MAP
State of SD, Certificate of Register of Deeds
County of Custer, Document # 94359
Filed this 29 day of October, 2021, at 3:02 P.M.
in Book 12 of Plats, Page 893. Fee: 1.00 pd.

CERTIFICATE OF SURVEYOR
State of South Dakota
County of Pennington, S.S.
I, Eric D. Howard, Registered Land Surveyor No. 9213 in the State of South Dakota, do hereby certify that at the request of the parties listed hereon, I have surveyed the tract of land shown, and to the best of my knowledge and belief, the within plat is a representation of said survey, easements or restrictions of miscellaneous record or private agreements that are not known to me are not shown hereon.

In witness whereof, I have hereunto set my hand and seal.
[Signature] 9-15-21
Eric D. Howard, Registered Land Surveyor

RESOLUTION OF GOVERNING BOARD
Whereas, there has been presented to the Town Board of Hermosa, South Dakota, the within plat of the above described lands, and it appearing to the Board that said plan conforms to the existing plats of said Town that the streets set forth therein conform to the system of streets of the municipality, that all provisions of assessments upon the tract have been fully paid, and that said plat and the survey thereof have been executed according to law, now therefore, BE IT RESOLVED, that said plat is hereby approved in all respects.
Dated at Hermosa, South Dakota, this 15 day of October, 2021.
[Signature] Mayor

CERTIFICATE OF COUNTY TREASURER
I, Treasurer for Custer County, do hereby certify that the within described plat and the instruments which described properties have been fully paid according to the records.
TREASURER: [Signature] DATE 9/27/21

VOIDED
CERTIFICATE OF REGISTER OF DEEDS
State of South Dakota
County of Custer, S.S. 84116
Filed this 8 day of October, 2021, at 1:11 o'clock P.M.
in Book 12 of Plats, Page 893. Fee: 1.00 pd.
[Signature] REGISTER OF DEEDS, CUSTER COUNTY

Town of Hermosa

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

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

Email: town@hermosasd.com

9E

DEMOLITION PERMIT APPLICATION

Date 5-23-22

Permit # 2022.20

| | | | |
|-----------------|------------|-----------------------|---|
| Receipt # _____ | Cash _____ | Check # <u>107604</u> | Amount <u>25⁰⁰</u> (\$25.00) |
|-----------------|------------|-----------------------|---|

Name (Structure Owner) Hearty - Ann Phone: 390-0045

Contact Address: _____

Email: _____

Address of Project/Relocation: _____

Legal Description: _____

*Contractor Name: Feigerson Const Phone: _____

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

Contact Name: Chuck Feigerson

Address: _____

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

Type Of Use: Residential Accessory Addition Commercial Other: _____

Description of Project: Take Down old single wide

Current Site Information Sewage Disposal System? Yes No Private Public

Water Supply System? Yes No Private Public

Utilities Disconnected? Yes No

Asbestos Present Yes No

Asbestos Inspection Yes Date: _____ No
Inspector: _____ Phone: _____ Address: _____

Asbestos Abatement Yes Date: _____ No
Contractor: _____ Phone: _____ Address: _____

Mobile Home Identifying Information

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

Manufacturer: _____ Model: _____ Decal #: _____

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

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

Signature of Applicant _____ Date _____

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

Parcel # 9327
OFFICE USE ONLY

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

Town of Hermosa

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

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

Email: town@hermosasd.com

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

IF YES – YOU NEED A FLOODPLAIN DEVELOPMENT PERMIT

DIGGING/GRADING PERMIT

DATE 5-23-22

PERMIT # 2022-20

Receipt # _____ Cash _____ Check # 10764 Amount 50⁰⁰ (\$50.00) up to 100CY
\$20.00 each additional 100 CY

Name Ann Hartig

Lot Address _____

Mailing Address _____ Email _____

Legal Description _____

Telephone # _____ Cellphone # _____

Contractor Ferguson Const Phone# 390-0045

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

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

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

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

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

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

Will drainage patterns be altered? _____ Yes No

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

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

Quantity of Grading or Excavation: 100 Fill Cubic Yards Area to be disturbed by proposed work: ~~1.0~~ acres

Identify types of erosion control to be applied: _____

Source/Destination of materials: _____

Provide traffic control per Manual on Uniform Traffic Control Devices.

Hard route: _____

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

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

Stormwater permit application attached. _____ Yes _____ No _____ N/A

This permit will expire one year from date of issuance.

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

Relationship to Property: _____ Owner Contractor Owners Representative

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

Signature

Date

PLANNING AND ZONING COMMISSION

Approved Denied

NAME: _____
TITLE: _____
SIGNATURE: _____
DATE: _____
APPLICATION FEE: \$50.00 DATE PAID: _____

HERMOSA BOARD OF TRUSTEES

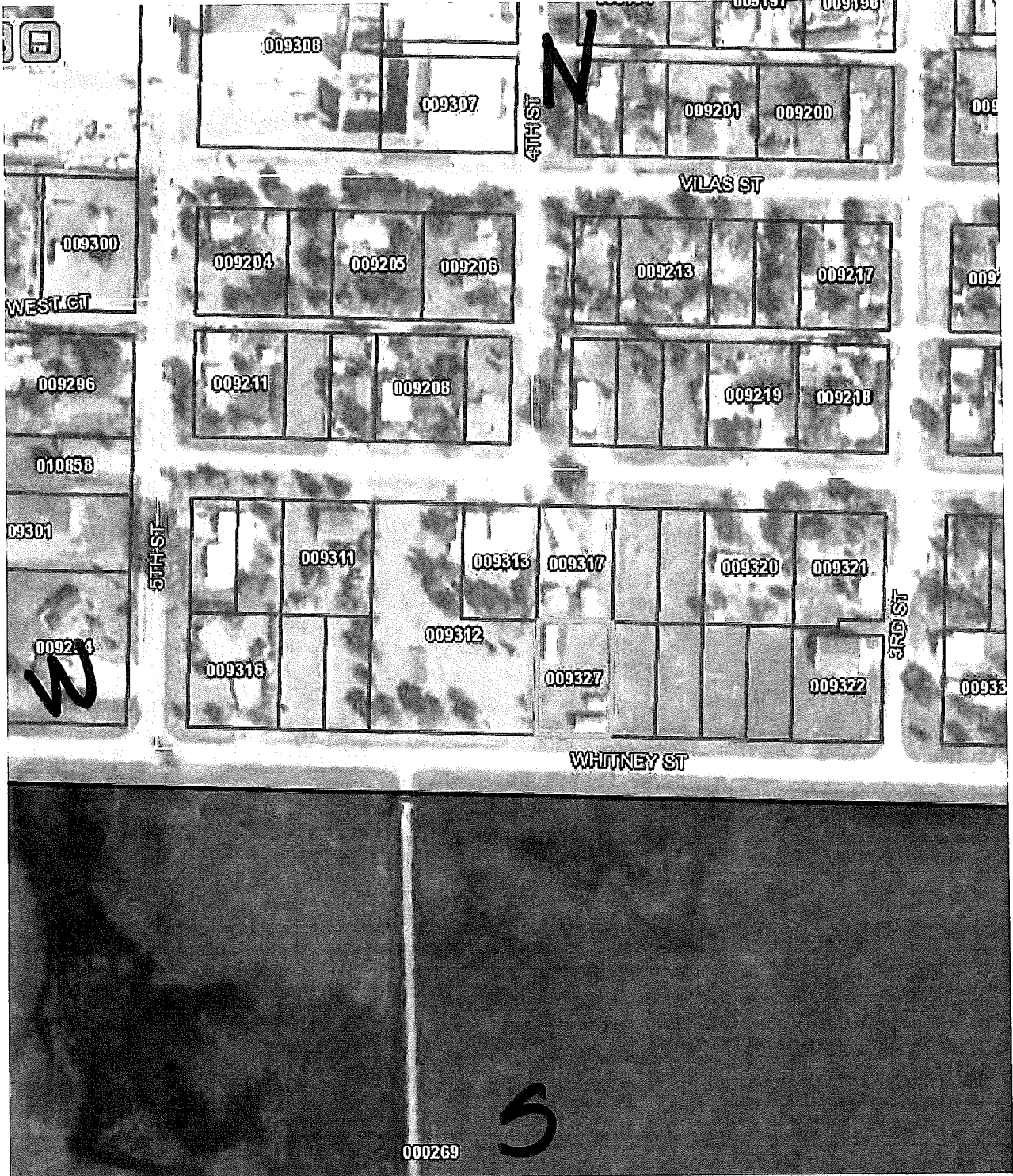
Approved Denied

NAME: _____
TITLE: _____
SIGNATURE: _____
DATE: _____
DATE PERMIT ISSUED: _____

Parcel #

9327

OFFICE USE ONLY



009308

009307

009201

009200

009

009300

009204

009205

009206

009213

009217

009

009296

009211

009208

009219

009218

010858

09301

5TH ST

009311

009315

009317

009320

009321

3RD ST

009213

009312

009316

009327

009322

00933

WHITNEY ST

000269

S

N

W

E

Alternate IDn/a
Class Residential
Acreage 0.34

Owner Address BREUKLANDER ANN
23150 173RD AVE
OWANKA, SD 57767-6002



TOWN OF
HERMOSA
460230

General Structures

- Flood Structure
- X Bridge
- Dam, Weir, Jetty
- Other Structures

River Mile Markers



Limit of Moderate Wave Action



Flood Hazard Boundaries

- == Limit Lines
- SFHA / Flood Zone Boundary

Flood Hazard Zones

- 1% Annual Chance Flood Hazard
- Regulatory Floodway
- Special Floodway
- Area of Undetermined Flood Hazard
- 0.2% Annual Chance Flood Hazard
- Future Conditions 1% Annual Chanc Hazard
- Area with Reduced Risk Due to Levee
- Area with Risk Due to Levee

Primary Frontal Dunes



Coastal Barrier Resources System Area (FWS)

Jill Dybvig

From: Joan Harris <joharris.news@gmail.com>
Sent: Tuesday, May 24, 2022 2:38 PM
To: Jill Dybvig
Subject: Re: Permit 2022-20

No, a demolition does not require a staff report or anything else. Joan

Joan Harris
Hermosa Newsletter
PO Box 232
Hermosa SD 57744
(605)484-5307

“Blossom by blossom the spring begins.” —

Algernon Charles Swinburne

On Tue, May 24, 2022 at 1:32 PM Jill Dybvig <jill@hermosasd.com> wrote:

Joan

Hi! Please see attached permit 2022-20 for Chuck Ferguson. He is taking down that old trailer house on Ann Harty's land and moving in some dirt to level it out. Do I need to have a staff report for this from Leah?? I think maybe I don't..... but I wanted to get your input. Should I have a pre-inspection done?
Thank you,

Jill Dybvig

Town of Hermosa

605-255-4291



11A

TOWN OF HERMOSA
*Check Reconciliation©
RECON

10100 CASH/10700 CASHRSRV/10800 DPSTRSRV
May 2022

| Account Summary | | |
|-------------------------------------|-----------|--------------|
| Beginning Balance on 5/1/2022 | | \$594,186.10 |
| + Receipts/Deposits | | \$102,177.33 |
| - Payments (Checks and Withdrawals) | | \$84,062.81 |
| Ending Balance as of | 5/31/2022 | \$612,300.62 |

| | |
|------------|--------------|
| Cleared | \$612,300.62 |
| Statement | \$612,300.62 |
| Difference | \$0.00 |

| Cash Balance | | |
|--------------|---------------------------------------|--------------|
| Active | 101-10100 GENERAL FUND | \$260,478.59 |
| Active | 101-10700 GENERAL FUND | \$0.00 |
| Active | 211-10100 BBB Gross Receipts Tax Fund | \$48,308.70 |
| Active | 272-10100 FEMA FUND/CONSTRUCTION ACCT | \$429.11 |
| Active | 301-10100 DEBT SERVICE FUND | \$64,531.64 |
| Active | 602-10100 WATER FUND | \$107,813.68 |
| Active | 602-10700 WATER FUND | \$7,208.12 |
| Active | 602-10800 WATER FUND | \$8,335.50 |
| Active | 604-10100 SEWER FUND | \$112,564.96 |
| Active | 604-10700 SEWER FUND | \$313.83 |
| | Cash Balance | \$609,984.13 |

| | |
|--------------------|--------------|
| Beginng Balance | \$594,186.10 |
| + Total Deposits | \$107,138.45 |
| - Checks Written | \$91,340.42 |
| Check Book Balance | \$609,984.13 |
| 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 | 03-20-22PSN | 3/30/2022 | (\$10.00) | - | (\$10.00) | - |
| Deposit | 03-20-22PSN | 3/30/2022 | (\$90.00) | - | (\$90.00) | - |
| Deposit | 04-27-22PSN | 4/27/2022 | (\$97.50) | (\$97.50) | - | - |
| Deposit | 04-28-22PSN | 4/28/2022 | (\$38.93) | (\$38.93) | - | - |
| Deposit | 04-29-22PSN | 4/29/2022 | (\$92.91) | (\$92.91) | - | - |
| Deposit | 042922REC | 4/29/2022 | (\$2,444.65) | (\$2,444.65) | - | - |
| Deposit | 04-29-22UB | 4/29/2022 | (\$2,590.45) | (\$2,590.45) | - | - |
| Deposit | 04-29-22UB1 | 4/29/2022 | (\$31.48) | (\$31.48) | - | - |
| Deposit | 04-29-22UB1 | 4/29/2022 | (\$155.02) | (\$155.02) | - | - |
| Deposit | 05-02-22UB | 5/2/2022 | (\$978.29) | (\$978.29) | - | - |
| Deposit | lacroix and egan pet | 5/2/2022 | (\$24.00) | (\$24.00) | - | - |
| Deposit | egan pet license | 5/2/2022 | (\$12.00) | (\$12.00) | - | - |
| Deposit | 05-04-22PSN1 | 5/4/2022 | (\$360.25) | (\$360.25) | - | - |
| Deposit | 05-04-22PSN2 | 5/4/2022 | (\$187.11) | (\$187.11) | - | - |
| Deposit | 05-04-22PSN2 | 5/4/2022 | (\$3.50) | (\$3.50) | - | - |
| Deposit | 05-05-22UB | 5/5/2022 | (\$3.40) | (\$3.40) | - | - |
| Deposit | 05-05-22UB | 5/5/2022 | (\$1,785.46) | (\$1,785.46) | - | - |
| Deposit | 05-06-22PSN1 | 5/6/2022 | (\$203.00) | (\$203.00) | - | - |
| Deposit | 05-05-22PSN | 5/6/2022 | (\$315.81) | (\$315.81) | - | - |
| Deposit | 050622REC | 5/6/2022 | (\$1,010.50) | (\$1,010.50) | - | - |
| Deposit | 05-09-22PSN | 5/9/2022 | (\$248.41) | (\$248.41) | - | - |
| Deposit | 05-09-22PSN1 | 5/9/2022 | (\$587.41) | (\$587.41) | - | - |
| Deposit | 05-10-22PSN | 5/10/2022 | (\$102.81) | (\$102.81) | - | - |
| Deposit | 05-10-22CS | 5/10/2022 | (\$519.10) | (\$519.10) | - | - |
| Deposit | 05-10-22UB | 5/10/2022 | (\$667.04) | (\$667.04) | - | - |
| Deposit | 05-10-22UB | 5/10/2022 | (\$4.63) | (\$4.63) | - | - |
| Deposit | 052022REC-2 | 5/10/2022 | (\$457.89) | (\$457.89) | - | - |
| Deposit | 05-11-22PSN | 5/11/2022 | (\$2,119.74) | (\$2,119.74) | - | - |
| Deposit | 05-11-22PSN1 | 5/11/2022 | (\$265.91) | (\$265.91) | - | - |
| Deposit | 05-12-22UB1 | 5/12/2022 | (\$12.53) | (\$12.53) | - | - |
| Deposit | 05-12-22UB1 | 5/12/2022 | (\$1,344.46) | (\$1,344.46) | - | - |
| Deposit | 051622REC | 5/16/2022 | (\$780.00) | (\$780.00) | - | - |
| Deposit | 05-17/22UB | 5/17/2022 | (\$2,627.69) | (\$2,627.69) | - | - |
| Deposit | 05-17/22UB | 5/17/2022 | (\$107.71) | (\$107.71) | - | - |
| Deposit | 05-17-22PSN | 5/17/2022 | (\$3,261.55) | (\$3,261.55) | - | - |
| Deposit | 05-17-22PSN | 5/17/2022 | (\$86.50) | (\$86.50) | - | - |
| Deposit | 05-17-22PSN1 | 5/17/2022 | (\$1,701.37) | (\$1,701.37) | - | - |
| Deposit | 052022REC-3 | 5/17/2022 | (\$778.04) | (\$778.04) | - | - |
| Deposit | 05-18-22PSN | 5/18/2022 | (\$185.65) | (\$185.65) | - | - |
| Deposit | 05-19-22PSN | 5/19/2022 | (\$90.84) | (\$90.84) | - | - |
| Deposit | 05-19-22UB | 5/19/2022 | (\$2,159.81) | (\$2,159.81) | - | - |
| Deposit | 05-20-22PSN | 5/20/2022 | (\$284.19) | (\$284.19) | - | - |
| Deposit | 05-20-22PSN1 | 5/20/2022 | (\$177.40) | (\$177.40) | - | - |
| Deposit | 05-20-22UB | 5/20/2022 | (\$307.10) | (\$307.10) | - | - |
| Deposit | 052022REC | 5/20/2022 | (\$44,903.38) | (\$44,903.38) | - | - |
| Deposit | 05-23-22PSN | 5/23/2022 | (\$359.58) | (\$359.58) | - | - |

TOWN OF HERMOSA

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Pioneer Bank & Trust

10100 CASH

| Check Nbr | Vendor Name | Check Date | Amount | Cleared This Month | Amount Not Cleared | Partially Cleared Last Month |
|-----------|--------------------------------|------------|---------------|--------------------|--------------------|------------------------------|
| Deposit | 05-24-22UB | 5/24/2022 | (\$1,097.32) | (\$1,097.32) | - | - |
| Deposit | 052522REC | 5/25/2022 | (\$22,059.18) | (\$22,059.18) | - | - |
| Deposit | 05-26-22PSN | 5/26/2022 | (\$100.00) | (\$100.00) | - | - |
| Deposit | 05-26-22PSN1 | 5/26/2022 | (\$271.00) | (\$271.00) | - | - |
| Deposit | 052622REC | 5/26/2022 | (\$3,676.79) | (\$3,676.79) | - | - |
| Deposit | 05-26-22UB | 5/26/2022 | (\$574.80) | (\$574.80) | - | - |
| Deposit | 05-27-22UB | 5/27/2022 | (\$1,369.67) | - | (\$1,369.67) | - |
| Deposit | 05-31-22PSN | 5/31/2022 | (\$117.85) | - | (\$117.85) | - |
| Deposit | 05-31-22PSN1 | 5/31/2022 | (\$89.80) | - | (\$89.80) | - |
| Deposit | 05-31-22UB | 5/31/2022 | (\$6.47) | - | (\$6.47) | - |
| Deposit | 05-31-22UB | 5/31/2022 | (\$1,088.23) | - | (\$1,088.23) | - |
| Deposit | May 2022 INT | 5/31/2022 | (\$9.74) | (\$9.74) | - | - |
| Deposit | 05-02-22NSF | 6/1/2022 | \$86.50 | \$86.50 | - | - |
| 001072E | A & B Business Equipment, Inc. | 5/3/2022 | \$599.81 | \$599.81 | - | - |
| 001073E | BH Electric Coop | 5/3/2022 | \$3,310.55 | \$3,310.55 | - | - |
| 001074E | Rural Development | 5/3/2022 | \$1,278.00 | \$1,278.00 | - | - |
| 001075E | Rural Development | 5/3/2022 | \$417.00 | \$417.00 | - | - |
| 001076E | Mt Rushmore Telephone | 5/3/2022 | \$240.02 | \$240.02 | - | - |
| 001077E | Rural Development | 5/3/2022 | \$222.00 | \$222.00 | - | - |
| 001079E | EFTPS | 5/11/2022 | \$656.55 | \$656.55 | - | - |
| 001080E | Pioneer Bank & Trust | 5/16/2022 | \$25.00 | \$25.00 | - | - |
| 001081E | Pioneer Bank & Trust | 5/16/2022 | \$870.41 | \$870.41 | - | - |
| 001082E | A & B Business Equipment, Inc. | 5/16/2022 | \$81.18 | \$81.18 | - | - |
| 001083E | PAYMENT SERVICE NETWORK | 5/16/2022 | \$131.20 | \$131.20 | - | - |
| 001084E | Sanders Sanitation | 5/16/2022 | \$3,901.53 | \$3,901.53 | - | - |
| 001085E | EFTPS | 5/23/2022 | \$867.03 | \$867.03 | - | - |
| 001086E | Pioneer Bank & Trust | 6/1/2022 | \$275.00 | \$275.00 | - | - |
| 001087E | US Bank | 6/1/2022 | \$1,493.23 | \$1,493.23 | - | - |
| 001088E | LINGO | 6/1/2022 | \$36.94 | \$36.94 | - | - |
| 001089E | SD Dept of Revenue | 6/1/2022 | \$485.69 | \$485.69 | - | - |
| 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 | - |
| 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 | - |
| 016388 | MCLAUGHLIN, ALYSSA | 10/5/2021 | \$3.85 | \$3.85 | - | - |

TOWN OF HERMOSA

06/01/22 3:02 PM

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*Check Reconciliation©

Pioneer Bank & Trust

10100 CASH

| Check Nbr | Vendor Name | Check Date | Amount | Cleared This Month | Amount Not Cleared | Partially Cleared Last Month |
|---------------------|--------------------------------|------------|----------------|-----------------------------|--------------------|------------------------------|
| 016427 | ALLEN, TYLER | 11/3/2021 | \$5.02 | - | \$5.02 | - |
| 016531 | MAUDE, LEANN | 1/6/2022 | \$25.00 | - | \$25.00 | - |
| 016666 | STORY, MATTHEW & KARA | 4/8/2022 | \$101.93 | \$101.93 | - | - |
| 016677 | PACE | 4/20/2022 | \$37,584.73 | \$37,584.73 | - | - |
| 016679 | Ferguson, Chuck | 4/29/2022 | \$2,446.34 | \$2,446.34 | - | - |
| 016680 | Boddicker, Gail L. | 4/29/2022 | \$1,250.71 | \$1,250.71 | - | - |
| 016681 | Swier-Dybvig, Jill | 4/29/2022 | \$1,012.43 | \$1,012.43 | - | - |
| 016682 | Belt, Vonda | 4/29/2022 | \$105.28 | \$105.28 | - | - |
| 016683 | Henrichsen, Vicki L | 4/29/2022 | \$277.05 | \$277.05 | - | - |
| 016684 | Holsworth, Danny J. | 4/29/2022 | \$277.05 | \$277.05 | - | - |
| 016685 | King, Robert | 4/29/2022 | \$184.70 | \$184.70 | - | - |
| 016686 | Kramer, Linda M. | 4/29/2022 | \$258.22 | \$258.22 | - | - |
| 016687 | Schumack, Terri V | 4/29/2022 | \$277.05 | \$277.05 | - | - |
| 016688 | Health Pool of South Dakota | 5/4/2022 | \$882.97 | \$882.97 | - | - |
| 016689 | JOHNSON LAW OFFICE | 5/4/2022 | \$493.00 | \$493.00 | - | - |
| 016690 | MORRIS, MANDY | 5/4/2022 | \$570.00 | \$570.00 | - | - |
| 016691 | Northwest Pipe Fittings Inc | 5/4/2022 | \$225.18 | \$225.18 | - | - |
| 016692 | Office Depot | 5/4/2022 | \$152.61 | \$152.61 | - | - |
| 016693 | SD One Call | 5/4/2022 | \$74.97 | \$74.97 | - | - |
| 016694 | SD Retirement System | 5/4/2022 | \$708.38 | \$708.38 | - | - |
| 016695 | South Dakota Municipal League | 5/4/2022 | \$156.00 | - | \$156.00 | - |
| 016696 | Southern Hills Publishing Inc. | 5/4/2022 | \$760.36 | \$760.36 | - | - |
| 016697 | Time Equipment Rentals & Sales | 5/4/2022 | \$220.40 | \$220.40 | - | - |
| 016698 | TROY.S TREE STUMP REMOVAL | 5/4/2022 | \$275.00 | \$275.00 | - | - |
| 016699 | Boddicker, Gail L. | 5/13/2022 | \$1,369.57 | \$1,369.57 | - | - |
| 016700 | Swier-Dybvig, Jill | 5/13/2022 | \$1,018.49 | \$1,018.49 | - | - |
| 016701 | ACES | 5/19/2022 | \$735.00 | \$735.00 | - | - |
| 016702 | DYBVG, JILL | 5/19/2022 | \$250.88 | \$250.88 | - | - |
| 016703 | Ferguson, Chuck | 5/19/2022 | \$5,833.00 | \$5,833.00 | - | - |
| 016704 | Golden West Technologies | 5/19/2022 | \$563.50 | \$563.50 | - | - |
| 016705 | Harris, Joan | 5/19/2022 | \$1,225.88 | \$1,225.88 | - | - |
| 016706 | Pennington County Highway Depa | 5/19/2022 | \$9,700.76 | \$9,700.76 | - | - |
| 016707 | SD Dept of Revenue | 5/19/2022 | \$300.00 | \$300.00 | - | - |
| 016708 | VERIZON CONNECT NWF | 5/19/2022 | \$32.38 | \$32.38 | - | - |
| 016709 | Boddicker, Gail L. | 5/31/2022 | \$1,208.15 | - | \$1,208.15 | - |
| 016710 | Swier-Dybvig, Jill | 5/31/2022 | \$1,018.49 | - | \$1,018.49 | - |
| 016711 | Belt, Vonda | 5/31/2022 | \$108.05 | - | \$108.05 | - |
| 016712 | Henrichsen, Vicki L | 5/31/2022 | \$184.70 | - | \$184.70 | - |
| 016713 | Holsworth, Danny J. | 5/31/2022 | \$230.87 | - | \$230.87 | - |
| 016714 | Kramer, Linda M. | 5/31/2022 | \$311.33 | - | \$311.33 | - |
| 016715 | Schumack, Terri V | 5/31/2022 | \$230.87 | - | \$230.87 | - |
| 016716 | Ferguson, Chuck | 5/31/2022 | \$2,446.34 | - | \$2,446.34 | - |
| Receipts/Deposits | | | (\$107,138.45) | (\$102,177.33) | (\$4,961.12) | \$0.00 |
| Payments/Withdrawal | | | \$7,277.61 | \$84,062.81 | \$7,277.61 | \$0.00 |
| | | | | Total Deposits | | (\$107,138.45) |
| | | | | Total Checks Written | | \$91,340.42 |

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

(Outstanding + Cleared

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

06/02/22 4:09 PM

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Current Period: June 2022

| | | 2022 YTD Budget | 2022 YTD Amt | June MTD Amt | 2022 YTD Balance | % of Budget |
|---------------------|--------------------------------|---------------------|---------------------|-----------------|---------------------|----------------|
| GENERAL FUND | | | | | | |
| | Revenues | \$505,297.00 | \$207,270.28 | \$564.67 | \$298,026.72 | 41.02% |
| | Expenditures | \$505,322.00 | \$210,197.63 | \$0.00 | \$295,124.37 | 41.60% |
| | Gain/(Loss) | (\$25.00) | (\$2,927.35) | \$564.67 | \$2,902.35 | 11709.40% |
| Revenue | | | | | | |
| Active | R 101-31110 PROPERTY TAXES C | \$54,000.00 | \$29,489.67 | \$0.00 | \$24,510.33 | 54.61% |
| Active | R 101-31160 PROPERTY TAXES P | \$1,500.00 | \$177.18 | \$0.00 | \$1,322.82 | 11.81% |
| Active | R 101-31170 PROPERTY TAXES M | \$3,290.96 | \$1,340.68 | \$0.00 | \$1,950.28 | 40.74% |
| Active | R 101-31190 PROPERTY TAXES O | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| Active | R 101-31300 SALES AND USE TAX | \$225,000.00 | \$110,752.29 | \$0.00 | \$114,247.71 | 49.22% |
| Active | R 101-31900 PENALTY/INTEREST/ | \$775.00 | \$43.55 | \$0.00 | \$731.45 | 5.62% |
| Active | R 101-32000 LICENSES & MISC P | \$2,500.00 | \$9,830.00 | \$75.00 | (\$7,330.00) | 393.20% |
| Active | R 101-32100 BUILDING PERMIT R | \$10,000.00 | \$4,136.26 | \$85.00 | \$5,863.74 | 41.36% |
| Active | R 101-32130 MISC PERMIT REVE | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| Active | R 101-33100 FEDERAL GRANTS | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| Active | R 101-33210 MALT BVRG LICENS | \$300.00 | (\$300.00) | \$0.00 | \$600.00 | -100.00% |
| Active | R 101-33220 ANIMAL LICENSE RE | \$1,400.00 | \$1,085.00 | \$48.00 | \$315.00 | 77.50% |
| Active | R 101-33400 STATE GRANTS | \$0.00 | \$1,503.34 | \$0.00 | (\$1,503.34) | 0.00% |
| Active | R 101-33420 WALK AUDIT GRANT | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| Active | R 101-33510 BANK FRANCHISE T | \$250.00 | \$320.70 | \$0.00 | (\$70.70) | 128.28% |
| Active | R 101-33530 LIQUOR TAX REVER | \$2,900.00 | \$1,314.84 | \$0.00 | \$1,585.16 | 45.34% |
| Active | R 101-33540 MOTOR VEHICLE CO | \$800.00 | \$0.00 | \$0.00 | \$800.00 | 0.00% |
| Active | R 101-33580 LOCAL GOV HWY AN | \$2,000.00 | \$1,207.01 | \$0.00 | \$792.99 | 60.35% |
| Active | R 101-33590 OTHER STATE SHAR | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| Active | R 101-33800 COUNTY SHARED R | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| Active | R 101-33820 CTY MV LICENSE RE | \$9,500.00 | \$4,396.22 | \$0.00 | \$5,103.78 | 46.28% |
| Active | R 101-33830 COUNTY WHEEL TA | \$0.00 | \$1.00 | \$0.00 | (\$1.00) | 0.00% |
| Active | R 101-33840 OTHER COUNTY TAX | \$0.00 | \$64.49 | \$0.00 | (\$64.49) | 0.00% |
| Active | R 101-35900 OTHER FINES AND F | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| Active | R 101-36000 MICELLANEOUS REV | \$1,200.00 | \$7,446.49 | \$14.00 | (\$6,246.49) | 620.54% |
| Active | R 101-36100 INTEREST EARNED | \$1,000.00 | \$58.22 | \$0.00 | \$941.78 | 5.82% |
| Active | R 101-36200 OTHER MISC REVEN | \$2,150.00 | \$0.00 | \$0.00 | \$2,150.00 | 0.00% |
| Active | R 101-36220 250 Main St RENTAL | \$4,200.00 | \$1,750.00 | \$0.00 | \$2,450.00 | 41.67% |
| Active | R 101-38080 OPERATING AGREE | \$30,000.00 | \$13,686.91 | \$0.00 | \$16,313.09 | 45.62% |
| Active | R 101-38810 GRBG SERVICE REV | \$42,500.00 | \$18,966.43 | \$342.67 | \$23,533.57 | 44.63% |
| Active | R 101-39110 OPERATING TRANSF | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| Active | R 101-39111 PRVS YR RETAINED | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| Active | R 101-39130 SALE OF MUNICIPAL | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| Active | R 101-39140 LOSS/DAMAGE CAPI | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| Active | R 101-39200 RESIDUAL TRANSFE | \$110,031.04 | \$0.00 | \$0.00 | \$110,031.04 | 0.00% |
| | Total Revenue | \$505,297.00 | \$207,270.28 | \$564.67 | \$298,026.72 | 41.02% |
| Expenditure | | | | | | |
| Active | E 101-41110-41100 WAGE EXPEN | \$11,625.00 | \$4,540.00 | \$0.00 | \$7,085.00 | 39.05% |
| Active | E 101-41110-41200 PAYROLL TAX | \$900.00 | \$347.38 | \$0.00 | \$552.62 | 38.60% |
| Active | E 101-41110-41400 WORKMEN S | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| Active | E 101-41110-42100 OTHER INSUR | \$2,500.00 | \$0.00 | \$0.00 | \$2,500.00 | 0.00% |
| Active | E 101-41110-42200 PROFESSION | \$5,000.00 | \$2,001.95 | \$0.00 | \$2,998.05 | 40.04% |
| Active | E 101-41110-42300 PUBLISHING E | \$2,500.00 | \$2,091.51 | \$0.00 | \$408.49 | 83.66% |
| Active | E 101-41110-42500 REPAIRS AND | \$2,500.00 | \$55.00 | \$0.00 | \$2,445.00 | 2.20% |
| Active | E 101-41110-42600 SUPPLIES AN | \$1,000.00 | \$335.24 | \$0.00 | \$664.76 | 33.52% |

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| | | 2022 YTD Budget | 2022 YTD Amt | June MTD Amt | 2022 YTD Balance | % of Budget |
|--------|---------------------------------|--------------------|-----------------|-----------------|---------------------|----------------|
| Active | E 101-41110-42700 TRAVEL AND | \$3,000.00 | \$284.34 | \$0.00 | \$2,715.66 | 9.48% |
| Active | E 101-41110-42900 OTHER EXPEN | \$500.00 | \$315.84 | \$0.00 | \$184.16 | 63.17% |
| Active | E 101-41150-42600 SUPPLIES AN | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| Active | E 101-41150-42900 OTHER EXPEN | \$0.00 | \$50.00 | \$0.00 | (\$50.00) | 0.00% |
| Active | E 101-41150-51000 RESERVES | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| Active | E 101-41150-51100 OPERATING X | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| Active | E 101-41300-41100 WAGE EXPEN | \$850.00 | \$0.00 | \$0.00 | \$850.00 | 0.00% |
| Active | E 101-41300-41200 PAYROLL TAX | \$65.00 | \$0.00 | \$0.00 | \$65.00 | 0.00% |
| Active | E 101-41300-42300 PUBLISHING E | \$200.00 | \$0.00 | \$0.00 | \$200.00 | 0.00% |
| Active | E 101-41300-42600 SUPPLIES AN | \$350.00 | \$59.53 | \$0.00 | \$290.47 | 17.01% |
| Active | E 101-41300-42700 TRAVEL AND | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| Active | E 101-41400-41100 WAGE EXPEN | \$41,353.00 | \$16,676.89 | \$0.00 | \$24,676.11 | 40.33% |
| Active | E 101-41400-41200 PAYROLL TAX | \$3,164.00 | \$1,352.30 | \$0.00 | \$1,811.70 | 42.74% |
| Active | E 101-41400-41300 RETIREMENT | \$2,481.00 | \$1,060.60 | \$0.00 | \$1,420.40 | 42.75% |
| Active | E 101-41400-41400 WORKMEN S | \$385.00 | \$0.00 | \$0.00 | \$385.00 | 0.00% |
| Active | E 101-41400-41500 HEALTH INSU | \$2,400.00 | \$1,000.00 | \$0.00 | \$1,400.00 | 41.67% |
| Active | E 101-41400-41700 ADMIN WAGE | \$32,760.00 | \$13,107.96 | \$0.00 | \$19,652.04 | 40.01% |
| Active | E 101-41400-41800 ADMIN PAYRO | \$2,506.00 | \$1,002.77 | \$0.00 | \$1,503.23 | 40.01% |
| Active | E 101-41400-41900 ADMIN SDRS | \$1,966.00 | \$786.48 | \$0.00 | \$1,179.52 | 40.00% |
| Active | E 101-41400-42000 ADMIN HEALT | \$10,097.00 | \$4,154.60 | \$0.00 | \$5,942.40 | 41.15% |
| Active | E 101-41400-42100 OTHER INSUR | \$3,900.00 | \$0.00 | \$0.00 | \$3,900.00 | 0.00% |
| Active | E 101-41400-42200 PROFESSION | \$10,000.00 | \$3,787.50 | \$0.00 | \$6,212.50 | 37.88% |
| Active | E 101-41400-42300 PUBLISHING E | \$150.00 | \$0.00 | \$0.00 | \$150.00 | 0.00% |
| Active | E 101-41400-42500 REPAIRS AND | \$1,000.00 | \$96.90 | \$0.00 | \$903.10 | 9.69% |
| Active | E 101-41400-42600 SUPPLIES AN | \$4,000.00 | \$2,625.75 | \$0.00 | \$1,374.25 | 65.64% |
| Active | E 101-41400-42700 TRAVEL AND | \$1,500.00 | \$356.41 | \$0.00 | \$1,143.59 | 23.76% |
| Active | E 101-41400-42800 UTILITIES EXP | \$5,750.00 | \$2,170.57 | \$0.00 | \$3,579.43 | 37.75% |
| Active | E 101-41400-42810 PHONE & FAX | \$3,500.00 | \$1,368.15 | \$0.00 | \$2,131.85 | 39.09% |
| Active | E 101-41400-42900 OTHER EXPEN | \$1,500.00 | \$2,627.91 | \$0.00 | (\$1,127.91) | 175.19% |
| Active | E 101-41400-43400 EQUIPMENT E | \$6,000.00 | \$2,863.92 | \$0.00 | \$3,136.08 | 47.73% |
| Active | E 101-41400-43410 COMPUTER S | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| Active | E 101-41410-42200 PROFESSION | \$10,000.00 | \$12,497.40 | \$0.00 | (\$2,497.40) | 124.97% |
| Active | E 101-41920-41100 WAGE EXPEN | \$1,200.00 | \$0.00 | \$0.00 | \$1,200.00 | 0.00% |
| Active | E 101-41960-42200 PROFESSION | \$85,000.00 | \$50,353.50 | \$0.00 | \$34,646.50 | 59.24% |
| Active | E 101-42100-41100 WAGE EXPEN | \$34,200.00 | \$0.00 | \$0.00 | \$34,200.00 | 0.00% |
| Active | E 101-42100-41200 PAYROLL TAX | \$2,616.00 | \$0.00 | \$0.00 | \$2,616.00 | 0.00% |
| Active | E 101-42100-41300 RETIREMENT | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| Active | E 101-42100-41400 WORKMEN S | \$650.00 | \$0.00 | \$0.00 | \$650.00 | 0.00% |
| Active | E 101-42100-41500 HEALTH INSU | \$2,400.00 | \$0.00 | \$0.00 | \$2,400.00 | 0.00% |
| Active | E 101-42100-42100 OTHER INSUR | \$2,900.00 | \$0.00 | \$0.00 | \$2,900.00 | 0.00% |
| Active | E 101-42100-42200 PROFESSION | \$7,200.00 | \$4,000.00 | \$0.00 | \$3,200.00 | 55.56% |
| Active | E 101-42100-42500 REPAIRS AND | \$6,500.00 | \$0.00 | \$0.00 | \$6,500.00 | 0.00% |
| Active | E 101-42100-42600 SUPPLIES AN | \$5,000.00 | \$159.12 | \$0.00 | \$4,840.88 | 3.18% |
| Active | E 101-42100-42610 FUEL EXPENS | \$10,000.00 | \$0.00 | \$0.00 | \$10,000.00 | 0.00% |
| Active | E 101-42100-42620 UNIFORM EXP | \$500.00 | \$0.00 | \$0.00 | \$500.00 | 0.00% |
| Active | E 101-42100-42700 TRAVEL AND | \$500.00 | \$0.00 | \$0.00 | \$500.00 | 0.00% |
| Active | E 101-42100-42810 PHONE & FAX | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| Active | E 101-42100-42900 OTHER EXPEN | \$5,000.00 | \$21,000.00 | \$0.00 | (\$16,000.00) | 420.00% |
| Active | E 101-42100-43400 EQUIPMENT E | \$500.00 | \$161.90 | \$0.00 | \$338.10 | 32.38% |
| Active | E 101-42100-43420 AUTO EXPENS | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| Active | E 101-42300-42200 PROFESSION | \$5,000.00 | \$1,446.62 | \$0.00 | \$3,553.38 | 28.93% |
| Active | E 101-43100-41100 WAGE EXPEN | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |

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| | | 2022 | 2022 | June | 2022 | % |
|--|---------------------------------|----------------|----------------|----------|----------------|-----------|
| | | YTD Budget | YTD Amt | MTD Amt | YTD Balance | of Budget |
| Active | E 101-43100-41200 PAYROLL TAX | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| Active | E 101-43100-42150 CONTRACT EX | \$1,633.00 | \$680.05 | \$0.00 | \$952.95 | 41.64% |
| Active | E 101-43100-42500 REPAIRS AND | \$20,000.00 | \$28,398.46 | \$0.00 | (\$8,398.46) | 141.99% |
| Active | E 101-43100-42510 SNOW REMOV | \$6,000.00 | \$540.00 | \$0.00 | \$5,460.00 | 9.00% |
| Active | E 101-43100-42520 DRAINAGE EX | \$2,000.00 | \$0.00 | \$0.00 | \$2,000.00 | 0.00% |
| Active | E 101-43100-42530 MOWING EXP | \$2,100.00 | \$0.00 | \$0.00 | \$2,100.00 | 0.00% |
| Active | E 101-43100-42600 SUPPLIES AN | \$14,880.00 | \$0.00 | \$0.00 | \$14,880.00 | 0.00% |
| Active | E 101-43100-42800 UTILITIES EXP | \$15,050.00 | \$5,358.00 | \$0.00 | \$9,692.00 | 35.60% |
| Active | E 101-43100-42900 OTHER EXPEN | \$0.00 | \$1,300.00 | \$0.00 | (\$1,300.00) | 0.00% |
| Active | E 101-43230-42600 SUPPLIES AN | \$800.00 | \$3,989.03 | \$0.00 | (\$3,189.03) | 498.63% |
| Active | E 101-43230-42900 OTHER EXPEN | \$37,800.00 | \$11,397.65 | \$0.00 | \$26,402.35 | 30.15% |
| Active | E 101-46520-41100 WAGE EXPEN | \$4,320.00 | \$910.00 | \$0.00 | \$3,410.00 | 21.06% |
| Active | E 101-46520-41200 PAYROLL TAX | \$331.00 | \$69.63 | \$0.00 | \$261.37 | 21.04% |
| Active | E 101-46520-42600 SUPPLIES AN | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| Active | E 101-46520-42700 TRAVEL AND | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| Active | E 101-46520-42900 OTHER EXPEN | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| Active | E 101-48500-42900 OTHER EXPEN | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| Active | E 101-48500-43100 LAND | \$0.00 | \$2,816.77 | \$0.00 | (\$2,816.77) | 0.00% |
| Active | E 101-48500-43200 BUILDINGS | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| Active | E 101-48500-43300 CAPITAL IMPR | \$55,840.00 | \$0.00 | \$0.00 | \$55,840.00 | 0.00% |
| Active | E 101-48500-43400 EQUIPMENT E | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| Active | E 101-51100-51100 OPERATING X | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| Active | E 101-61100-51100 OPERATING X | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| Total Expenditure | | (\$505,322.00) | (\$210,197.63) | \$0.00 | (\$295,124.37) | 41.60% |
| Total GENERAL FUND | | (\$25.00) | (\$2,927.35) | \$564.67 | \$2,902.35 | 11709.40% |
| BBB Gross Receipts Tax Fund | | | | | | |
| Revenues | | \$10,000.00 | \$5,469.45 | \$0.00 | \$4,530.55 | 54.69% |
| Expenditures | | \$10,000.00 | \$0.00 | \$0.00 | \$10,000.00 | 0.00% |
| Gain/(Loss) | | \$0.00 | \$5,469.45 | \$0.00 | (\$5,469.45) | 0.00% |
| Revenue | | | | | | |
| Active | R 211-31300 SALES AND USE TAX | \$10,000.00 | \$5,469.45 | \$0.00 | \$4,530.55 | 54.69% |
| Total Revenue | | \$10,000.00 | \$5,469.45 | \$0.00 | \$4,530.55 | 54.69% |
| Expenditure | | | | | | |
| Active | E 211-46310-42900 OTHER EXPEN | \$10,000.00 | \$0.00 | \$0.00 | \$10,000.00 | 0.00% |
| Total Expenditure | | (\$10,000.00) | \$0.00 | \$0.00 | (\$10,000.00) | 0.00% |
| Total BBB Gross Receipts Tax Fund | | \$0.00 | \$5,469.45 | \$0.00 | (\$5,469.45) | 0.00% |
| FEMA FUND/CONSTRUCTION ACCT | | | | | | |
| Revenues | | \$1,500.00 | \$429.11 | \$0.00 | \$1,070.89 | 28.61% |
| Expenditures | | \$1,500.00 | \$0.00 | \$0.00 | \$1,500.00 | 0.00% |
| Gain/(Loss) | | \$0.00 | \$429.11 | \$0.00 | (\$429.11) | 0.00% |
| Revenue | | | | | | |
| Active | R 272-33100 FEDERAL GRANTS | \$1,500.00 | \$429.11 | \$0.00 | \$1,070.89 | 28.61% |
| Active | R 272-36700 DONATION INCOME | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| Active | R 272-39110 OPERATING TRANSF | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| Total Revenue | | \$1,500.00 | \$429.11 | \$0.00 | \$1,070.89 | 28.61% |
| Expenditure | | | | | | |
| Active | E 272-46310-42900 OTHER EXPEN | \$1,500.00 | \$0.00 | \$0.00 | \$1,500.00 | 0.00% |
| Total Expenditure | | (\$1,500.00) | \$0.00 | \$0.00 | (\$1,500.00) | 0.00% |
| Total FEMA FUND/CONSTRUCTION ACCT | | \$0.00 | \$429.11 | \$0.00 | (\$429.11) | 0.00% |

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| | | 2022 | 2022 | June | 2022 | % |
|--------------------------|--------------------------------|---------------|----------------|------------|----------------|-----------|
| | | YTD Budget | YTD Amt | MTD Amt | YTD Balance | of Budget |
| DEBT SERVICE FUND | | | | | | |
| | Revenues | \$16,810.22 | \$37,184.21 | \$0.00 | -\$20,373.99 | 221.20% |
| | Expenditures | \$16,810.22 | \$7,641.08 | \$0.00 | \$9,169.14 | 45.45% |
| | Gain/(Loss) | \$0.00 | \$29,543.13 | \$0.00 | (\$29,543.13) | 0.00% |
| Revenue | | | | | | |
| Active | R 301-31110 PROPERTY TAXES C | \$11,860.22 | \$32,198.50 | \$0.00 | (\$20,338.28) | 271.48% |
| Active | R 301-31160 PROPERTY TAXES P | \$750.00 | \$0.00 | \$0.00 | \$750.00 | 0.00% |
| Active | R 301-31170 PROPERTY TAXES M | \$4,000.00 | \$4,928.99 | \$0.00 | (\$928.99) | 123.22% |
| Active | R 301-31190 PROPERTY TAXES O | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| Active | R 301-31900 PENALTY/INTEREST/ | \$200.00 | \$56.72 | \$0.00 | \$143.28 | 28.36% |
| Active | R 301-33440 DENR STATE GRANT | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| Active | R 301-39111 PRVS YR RETAINED | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| Active | R 301-39121 LONGTERM DEBT IS | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| Active | R 301-39123 STATE REVOLVING F | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| | Total Revenue | \$16,810.22 | \$37,184.21 | \$0.00 | (\$20,373.99) | 221.20% |
| Expenditure | | | | | | |
| Active | E 301-41110-42200 PROFESSION | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| Active | E 301-41410-42200 PROFESSION | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| Active | E 301-43200-43300 CAPITAL IMPR | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| Active | E 301-43300-43300 CAPITAL IMPR | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| Active | E 301-46500-42900 OTHER EXPEN | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| Active | E 301-47120-44100 PRINCIPAL | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| Active | E 301-47120-44200 INTEREST | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| Active | E 301-47120-51000 RESERVES | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| Active | E 301-47210-44100 PRINCIPAL | \$7,407.00 | \$3,673.74 | \$0.00 | \$3,733.26 | 49.60% |
| Active | E 301-47210-44200 INTEREST | \$7,875.00 | \$3,967.34 | \$0.00 | \$3,907.66 | 50.38% |
| Active | E 301-47210-51000 RESERVES | \$1,528.22 | \$0.00 | \$0.00 | \$1,528.22 | 0.00% |
| | Total Expenditure | (\$16,810.22) | (\$7,641.08) | \$0.00 | (\$9,169.14) | 45.45% |
| | Total DEBT SERVICE FUND | \$0.00 | \$29,543.13 | \$0.00 | (\$29,543.13) | 0.00% |
| WATER FUND | | | | | | |
| | Revenues | \$153,550.00 | \$206,991.05 | \$1,128.73 | -\$53,441.05 | 134.80% |
| | Expenditures | \$229,550.00 | \$346,656.47 | \$0.00 | -\$117,106.47 | 151.02% |
| | Gain/(Loss) | (\$76,000.00) | (\$139,665.42) | \$1,128.73 | \$63,665.42 | 183.77% |
| Revenue | | | | | | |
| Active | R 602-32110 WATER TAP PERMIT | \$750.00 | \$375.00 | \$0.00 | \$375.00 | 50.00% |
| Active | R 602-33440 DENR STATE GRANT | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| Active | R 602-36210 PENALTY REVENUE | \$5,500.00 | \$1,986.01 | \$0.00 | \$3,513.99 | 36.11% |
| Active | R 602-38100 WATER REVENUE | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| Active | R 602-38110 WATER OPERATING | \$132,000.00 | \$57,458.57 | \$1,046.37 | \$74,541.43 | 43.53% |
| Active | R 602-38120 WTR DOT 2 SURCHR | \$4,600.00 | \$1,973.03 | \$26.35 | \$2,626.97 | 42.89% |
| Active | R 602-38130 DRINK WATER SRF | \$10,250.00 | \$4,547.36 | \$56.01 | \$5,702.64 | 44.36% |
| Active | R 602-38190 OTHER WATER REV | \$450.00 | \$140,651.08 | \$0.00 | (\$140,201.08) | 31255.80% |
| Active | R 602-39000 INTERFUND TRANSF | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| Active | R 602-39110 OPERATING TRANSF | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| Active | R 602-39111 PRVS YR RETAINED | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| Active | R 602-39121 LONGTERM DEBT IS | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| Active | R 602-39123 STATE REVOLVING F | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| Active | R 602-39130 SALE OF MUNICIPAL | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| Active | R 602-39200 RESIDUAL TRANSFE | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |

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

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Current Period: June 2022

| | | 2022 | 2022 | June | 2022 | % |
|--------------------------|---------------------------------|----------------|----------------|------------|----------------|-----------|
| | | YTD Budget | YTD Amt | MTD Amt | YTD Balance | of Budget |
| Total Revenue | | \$153,550.00 | \$206,991.05 | \$1,128.73 | (\$53,441.05) | 134.80% |
| Expenditure | | | | | | |
| Active | E 602-41150-51000 RESERVES | \$0.00 | \$151.97 | \$0.00 | (\$151.97) | 0.00% |
| Active | E 602-43300-41100 WAGE EXPEN | \$2,100.00 | \$2,333.50 | \$0.00 | (\$233.50) | 111.12% |
| Active | E 602-43300-41200 PAYROLL TAX | \$161.00 | \$83.27 | \$0.00 | \$77.73 | 51.72% |
| Active | E 602-43300-42100 OTHER INSUR | \$2,050.00 | \$0.00 | \$0.00 | \$2,050.00 | 0.00% |
| Active | E 602-43300-42150 CONTRACT EX | \$15,000.00 | \$4,980.00 | \$0.00 | \$10,020.00 | 33.20% |
| Active | E 602-43300-42200 PROFESSION | \$7,500.00 | \$905.00 | \$0.00 | \$6,595.00 | 12.07% |
| Active | E 602-43300-42500 REPAIRS AND | \$10,000.00 | \$16,918.16 | \$0.00 | (\$6,918.16) | 169.18% |
| Active | E 602-43300-42540 PUMP & WELL | \$2,000.00 | \$0.00 | \$0.00 | \$2,000.00 | 0.00% |
| Active | E 602-43300-42600 SUPPLIES AN | \$2,625.00 | \$1,004.38 | \$0.00 | \$1,620.62 | 38.26% |
| Active | E 602-43300-42630 CHEMICALS & | \$6,500.00 | \$1,686.77 | \$0.00 | \$4,813.23 | 25.95% |
| Active | E 602-43300-42800 UTILITIES EXP | \$17,500.00 | \$7,564.02 | \$0.00 | \$9,935.98 | 43.22% |
| Active | E 602-43300-42900 OTHER EXPEN | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| Active | E 602-43300-43300 CAPITAL IMPR | \$77,179.57 | \$300,408.30 | \$0.00 | (\$223,228.73) | 389.23% |
| Active | E 602-43300-43400 EQUIPMENT E | \$3,500.00 | \$0.00 | \$0.00 | \$3,500.00 | 0.00% |
| Active | E 602-47110-44100 PRINCIPAL | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| Active | E 602-47110-44200 INTEREST | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| Active | E 602-47130-44100 PRINCIPAL | \$6,472.56 | \$2,690.82 | \$0.00 | \$3,781.74 | 41.57% |
| Active | E 602-47130-44200 INTEREST | \$8,863.44 | \$3,699.18 | \$0.00 | \$5,164.26 | 41.74% |
| Active | E 602-47130-51000 RESERVES | \$1,534.00 | \$0.00 | \$0.00 | \$1,534.00 | 0.00% |
| Active | E 602-47140-44100 PRINCIPAL | \$800.00 | \$271.77 | \$0.00 | \$528.23 | 33.97% |
| Active | E 602-47140-44200 INTEREST | \$1,702.00 | \$562.23 | \$0.00 | \$1,139.77 | 33.03% |
| Active | E 602-47140-51000 RESERVES | \$250.20 | \$0.00 | \$0.00 | \$250.20 | 0.00% |
| Active | E 602-47150-44100 PRINCIPAL | \$444.00 | \$203.13 | \$0.00 | \$240.87 | 45.75% |
| Active | E 602-47150-44200 INTEREST | \$846.00 | \$207.51 | \$0.00 | \$638.49 | 24.53% |
| Active | E 602-47150-51000 RESERVES | \$133.20 | \$0.00 | \$0.00 | \$133.20 | 0.00% |
| Active | E 602-47160-44100 PRINCIPAL | \$3,442.00 | \$1,712.55 | \$0.00 | \$1,729.45 | 49.75% |
| Active | E 602-47160-44200 INTEREST | \$2,531.00 | \$1,273.91 | \$0.00 | \$1,257.09 | 50.33% |
| Active | E 602-47160-51000 RESERVES | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| Active | E 602-51100-51000 RESERVES | \$9,870.00 | \$0.00 | \$0.00 | \$9,870.00 | 0.00% |
| Active | E 602-51100-51100 OPERATING X | \$46,546.03 | \$0.00 | \$0.00 | \$46,546.03 | 0.00% |
| Total Expenditure | | (\$229,550.00) | (\$346,656.47) | \$0.00 | \$117,106.47 | 151.02% |
| Total WATER FUND | | (\$76,000.00) | (\$139,665.42) | \$1,128.73 | \$63,665.42 | 183.77% |
| SEWER FUND | | | | | | |
| Revenues | | \$103,000.00 | \$186,427.88 | \$732.91 | -\$83,427.88 | 181.00% |
| Expenditures | | \$149,546.03 | \$348,796.40 | \$0.00 | -\$199,250.37 | 233.24% |
| Gain/(Loss) | | (\$46,546.03) | (\$162,368.52) | \$732.91 | \$115,822.49 | 348.83% |
| Revenue | | | | | | |
| Active | R 604-32120 SEWER TAP PERMIT | \$0.00 | \$600.00 | \$0.00 | (\$600.00) | 0.00% |
| Active | R 604-38300 SEWER REVENUE | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| Active | R 604-38310 SEWER OPERATING | \$98,400.00 | \$43,119.72 | \$706.56 | \$55,280.28 | 43.82% |
| Active | R 604-38320 SWR DOT 1 SURCHA | \$4,600.00 | \$1,968.64 | \$26.35 | \$2,631.36 | 42.80% |
| Active | R 604-38390 OTHER SEWER REV | \$0.00 | \$140,739.52 | \$0.00 | (\$140,739.52) | 0.00% |
| Active | R 604-39000 INTERFUND TRANSF | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| Active | R 604-39110 OPERATING TRANSF | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| Active | R 604-39111 PRVS YR RETAINED | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| Active | R 604-39140 LOSS/DAMAGE CAPI | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| Total Revenue | | \$103,000.00 | \$186,427.88 | \$732.91 | (\$83,427.88) | 181.00% |
| Expenditure | | | | | | |

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

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Current Period: June 2022

| | | 2022 | 2022 | June | 2022 | % of |
|--------------------------|---------------------------------|-----------------------|-----------------------|-------------------|---------------------|----------------|
| | | YTD Budget | YTD Amt | MTD Amt | YTD Balance | Budget |
| Active | E 604-41150-51000 RESERVES | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| Active | E 604-43200-42100 OTHER INSUR | \$2,040.00 | \$0.00 | \$0.00 | \$2,040.00 | 0.00% |
| Active | E 604-43200-42150 CONTRACT EX | \$12,784.00 | \$5,326.65 | \$0.00 | \$7,457.35 | 41.67% |
| Active | E 604-43200-42200 PROFESSION | \$20,500.00 | \$955.00 | \$0.00 | \$19,545.00 | 4.66% |
| Active | E 604-43200-42500 REPAIRS AND | \$30,000.00 | \$41,986.15 | \$0.00 | (\$11,986.15) | 139.95% |
| Active | E 604-43200-42600 SUPPLIES AN | \$2,300.00 | \$214.33 | \$0.00 | \$2,085.67 | 9.32% |
| Active | E 604-43200-42630 CHEMICALS & | \$900.00 | \$411.00 | \$0.00 | \$489.00 | 45.67% |
| Active | E 604-43200-42800 UTILITIES EXP | \$5,000.00 | \$1,305.37 | \$0.00 | \$3,694.63 | 26.11% |
| Active | E 604-43200-42900 OTHER EXPEN | \$250.00 | \$0.00 | \$0.00 | \$250.00 | 0.00% |
| Active | E 604-43200-43300 CAPITAL IMPR | \$71,553.03 | \$297,286.54 | \$0.00 | (\$225,733.51) | 415.48% |
| Active | E 604-43200-43400 EQUIPMENT E | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| Active | E 604-43200-51100 OPERATING X | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| Active | E 604-47140-44100 PRINCIPAL | \$801.00 | \$271.76 | \$0.00 | \$529.24 | 33.93% |
| Active | E 604-47140-44200 INTEREST | \$1,702.00 | \$562.24 | \$0.00 | \$1,139.76 | 33.03% |
| Active | E 604-47140-51000 RESERVES | \$250.00 | \$0.00 | \$0.00 | \$250.00 | 0.00% |
| Active | E 604-47150-44100 PRINCIPAL | \$486.00 | \$125.46 | \$0.00 | \$360.54 | 25.81% |
| Active | E 604-47150-44200 INTEREST | \$847.00 | \$351.90 | \$0.00 | \$495.10 | 41.55% |
| Active | E 604-47150-51000 RESERVES | \$133.00 | \$0.00 | \$0.00 | \$133.00 | 0.00% |
| Active | E 604-48500-43100 LAND | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| Active | E 604-51100-51100 OPERATING X | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| Total Expenditure | | (\$149,546.03) | (\$348,796.40) | \$0.00 | \$199,250.37 | 233.24% |
| Total SEWER FUND | | (\$46,546.03) | (\$162,368.52) | \$732.91 | \$115,822.49 | 348.83% |
| Report Total | | (\$122,571.03) | (\$269,519.60) | \$2,426.31 | \$146,948.57 | 219.89% |

Gail Boddicker

From: Dennis Glissendorf <Dennis.Glissendorf@Midco.com>
Sent: Tuesday, May 24, 2022 3:54 PM
To: Gail Boddicker
Subject: Midco Fiber Internet & MidcoTV in Hermosa

Hi Gail,

It was a pleasure visiting with you this afternoon. As we discussed, Midco is in the process of expanding our network to the Hermosa area. We anticipate going live with high-speed symmetrical internet and cable tv services by the end of the summer/early fall 2022. Here is some information regarding the Fiber Internet and MidcoTV services that we will be launching in Hermosa. Please review and reach out to me with any questions that you may have.

Thanks,
Dennis

Your business. Fortified with fiber.

As cloud-hosted apps and platforms continue to grow and organizations expand their efforts to migrate data storage and workflows to the cloud, fast internet is no longer a wish – it's a vital productivity tool.

FTTP is the fastest data conduit available today, giving businesses best-in-class connectivity. From accommodating massive data transmissions with ease to supporting crystal-clear HD video conferences, Midco Business Fiber Internet plans deliver high-speed internet service 24/7, with **no data caps** and **up to 5 gigabit** internet speeds!

FASTEST FIBER

Business 5 Gig Fiber Internet

- Up to 5 Gbps symmetrical downloads & uploads²
- Support future business growth
- Load large files
- Good for 131-330 users at a time³
- Call for pricing

TURN UP THE SPEED

Business 2 Gig Fiber Internet

- Up to 2 Gbps symmetrical downloads & uploads²
- Transfer large files
- Support daily cloud access
- Good for 66-130 users at a time³
- Call for pricing

GREAT VALUE FOR
SPEED

Business 1 Gig Fiber
Internet

\$200

PER MO. FOR 36 MO.

- Up to 1 Gbps symmetrical downloads & uploads²
- Accommodate backup servers
- Run data transfers
- Good for 31-65 users at a time³

HALF GIGABIT
SPEEDS

Business Fiber Internet
500

\$145

PER MO. FOR 36 MO.

- Up to 500 Mbps symmetrical downloads & uploads²
- Support virtual desktop solutions
- Host webinars
- Good for 11-30 users at a time³

MOST POPULAR
CHOICE!

Business Fiber Internet
200

\$115

PER MO. FOR 36 MO.

- Up to 200 Mbps symmetrical downloads & uploads²
- Hold video conferences
- Maintain IP cameras
- Good for 7-10 users at a time³

STARTER PLAN

Business Fiber Internet 100

\$85

PER MO. FOR 36 MO.

- Up to 100 Mbps symmetrical downloads & uploads²
- Stream music & videos
- Browse social media
- Good for 4-6 users at a time³

LIMITED USE

Business Fiber Internet 50

\$65

PER MO. FOR 36 MO.

- Up to 50 Mbps symmetrical downloads & uploads²
- Run credit card transactions
- Check email
- Good for 1-3 users at a time³

*Current (Midcontinent Telephone)
Internet Speed: 50 mgb second - download
5 Second upload*

*Zoom Calls,
Real Time
Cameras*

\$62.95 per month

Business MidcoTV Packages

Get an all-streaming TV service at your business. Below are our MidcoTV for business package options.

Best Value

Popular Choice

Starter Plan

MidcoTV 4

MidcoTV 3

MidcoTV 1

\$83.95

\$73.95

\$26.95

PER MO.

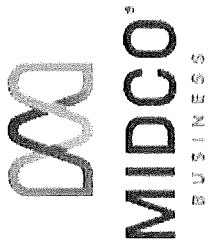
PER MO.

PER MO.

- Up to 153 HD channels
- Includes NFL Network, SCIENCE and the Tennis Channel¹

- Up to 103 HD channels
- Includes ESPN, HGTV, FOX News and Nickelodeon¹

- Up to 40 HD channels
- Includes The Weather Channel and multiple local broadcast channels¹



Dennis Glissendorf
Advanced Market Account Executive

Office: 6057917128
Dennis.Glissendorf@Midco.com

Midco.com

A dark grey rectangular graphic with a lighter grey circle on the right side. It contains the MIDCO BUSINESS logo, a slogan, and a website URL.

MIDCO
BUSINESS

**Good people
know good people.
Refer & be rewarded.**

Midco.com/ConnectABusiness

The logo for SDML (South Dakota Motorists' Liability Fund) is displayed in a large, bold, black font. The letters 'SDML' are contained within a white rectangular box that is shaped like the state of South Dakota. The box is centered on the page.

SDML

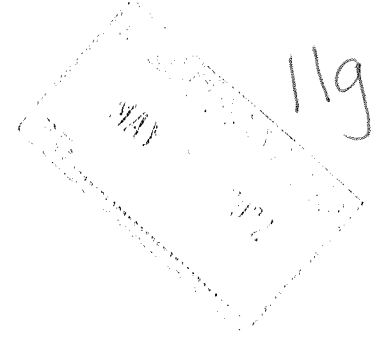
Workers • Compensation • Fund

INSURANCE BENEFITS, INC. - FUND ADMINISTRATOR

4901 S. Isabel Place #210, Sioux Falls, SD 57108

Telephone: 800-233-9073 Fax: 605-275-6193

info@sdmlwcfund.com www.sdmlwcfund.com



May 24, 2022

Dear SDML Work Comp Fund Member:

You are receiving this mailing because the SDML Workers' Compensation Fund provides the workers' compensation coverage for your entity.

While reviewing the Fund's excess reinsurance coverage, it was discovered that there is a discrepancy in coverage for employees or covered volunteers that travel to certain foreign countries. As a result, the INTERGOVERNMENTAL CONTRACT AND COVERAGE DOCUMENT FOR THE SDML WORKERS' COMPENSATION FUND had to be revised to reflect the same coverage provided by the excess reinsurance carrier. The revision is the addition of Section 7 and Section 8 of ARTICLE V COVERAGE located on page 4 and 5 of the enclosed INTERGOVERNMENTAL CONTRACT AND COVERAGE DOCUMENT FOR THE SDML WORKERS' COMPENSATION FUND.

Please sign and return the signature page of the INTERGOVERNMENTAL CONTRACT AND COVERAGE DOCUMENT FOR THE SDML WORKERS' COMPENSATION FUND to the Fund Administrator, Insurance Benefits, Inc. in the enclosed self-addressed envelope or email it to info@sdmlwcfund.com.

If you have any questions, please feel free to contact the Fund Administrator, Insurance Benefits, Inc. at 800-233-9073 or info@sdmlwcfund.com. Thank you for allowing us to serve you and have a good day.

Sincerely,

A handwritten signature in cursive script that reads 'Brad Wilson' is located below the 'Sincerely,' text.

Brad Wilson, Administrator, CIC, AIC, SDWCS
SDML Workers' Compensation Fund

outlined in this agreement. This agreement and the activities hereunder shall not constitute doing an insurance business, nor the formation of a separate legal entity. Nothing contained herein is intended or should be construed to create an entity of any kind. This agreement is intended to create a contractual relationship and agreement between the signatories and all current and future Members of the Fund which shall now or at any time enter into this agreement and become Members of the Fund.

This agreement shall not inure to the benefit of third parties nor does any party hereto waive such sovereign or governmental immunity as may be available to it individually. Furthermore, nothing contained herein shall be construed so as to create responsibility in one Member for the liabilities of any other Member.

ARTICLE III MEMBERS COSTS

Fund Members' annual cost of membership will be based on contributions individually estimated on the basis of the payroll of the Member as provided by the Member. Yearly, at the anniversary of the contract, an audit will be conducted to determine actual payrolls and the audited and final contribution amount for each Member.

Rates approved by the Fund will be used to determine standard contributions for each Member. In the initial year, each Member's experience modification will be used as established by the NCCI (National Council of Compensation Insurance). If none has been promulgated, the Fund or its agent will provide an experience modifier.

ARTICLE IV MEMBERS, TERMS, WITHDRAWAL, TERMINATION

Membership in the Fund will be limited to public agencies, as defined by SDCL 1-24-1(1), or any joint power agreement or separate entities consisting entirely of public agencies which meet that definition. Membership in the Fund is subject to the approval of the Fund Board of Trustees.

The minimum term of membership shall be one (1) year. A Member may withdraw its membership for any year thereafter upon the giving of not less than sixty (60) days written notice, prior to the beginning of the new plan year, to the Fund or its agent(s). If a Member withdraws without the required sixty (60) day written notice prior to the end of the plan year, a sixty (60) day short rate penalty may be applied.

A Member may be terminated from the Fund under the rules set forth in the bylaws for reasons which include, but are not limited to, the following:

1. Failure to make the required contributions on the date when due or within the

period of time allowed by the Fund for payment thereof.

2. Failure to meet other requirements as they may be found for continued participation in the Fund to preserve the stability and strength of the Fund including participation and programs or efforts designed to reduce losses or adjust claims, consistent with this fund agreement and the bylaws of the Fund.

By accepting membership in the Fund, the Member agrees that it may be sued by the Fund in any court having jurisdiction over the Fund and/or the Member for any contributions, charges, penalties or other monies that are not paid to the Fund on the due date thereof, including reasonable attorney fees and other related litigation expense in the collection of the same.

ARTICLE V COVERAGE

In consideration of payment of the Members' contributions as described by this agreement, the Fund agrees to the following:

1. Coverage. The Fund will promptly pay when due all compensation and other benefits required of the Member by South Dakota Workers' Compensation Law, as such law may be amended from time to time, and any such amounts or benefits due on the basis of Employers Liability.

2. Defense, Settlement, and Supplementary Payments. As respect to the coverage afforded by the terms of this agreement, the Fund shall:

a. defend any proceeding against the Member seeking such benefits and any suit against the Member alleging such injury and seeking damages on account thereof, even though such suit, proceeding, allegation, or demand may be groundless, false or fraudulent, but the Fund shall make such investigation, negotiation, and settlement of any claim or suit as it deems appropriate.

b. pay all expenses incurred by the Member or the Fund, all costs assessed against the Member or Fund in any such proceeding or suit and all interest occurring after entry of judgment until the Member or Fund has paid or tendered or deposited in Court such part of a judgment as does not exceed the limit of the Fund's liability thereon.

3. Applicability of Coverage. Benefits under this agreement apply only to injuries occurring during a period in which the employer is a Member of the Fund. Coverage will not be provided for entities located outside of South Dakota. Those Members who are hiring employees outside the State of South Dakota may be offered coverage with prior approval of the Fund. Member employees traveling outside the State of South Dakota at the direction of the Member will be covered.

4. Conditions. If any changes in classification, rates or rating plans is or becomes applicable to the coverage under any law regulating this coverage or because of any amendments affecting the benefits provided by South Dakota Workers' Compensation Law, such coverage and changes shall be stated in an effective date thereof.

5. Payroll Records. Each Member shall maintain records of the information necessary for contribution computation and shall send copies of such records to the Fund at the end of the benefit period, or at such time during the benefit period as the Fund may direct.

6. Other Insurance. The Fund will not pay more than its share of damages and costs covered by this coverage and other insurance or self insurance. Subject to limits of liability that apply, all shares will be equal until the loss is paid. If any coverage, insurance or self insurance is exhausted, the shares of all remaining coverage, insurance and self insurance will be equal until the loss is paid.

7. Scope of Coverage for Foreign Voluntary Workers' Compensation and Employers' Liability For Traveling Employees.

A. The coverage afforded by this Agreement also applies to Employees as defined in Article V Section 8 of this Agreement, who are traveling for work at locations within the following county or countries:

anywhere in the world outside the United States or United States possessions and territories, except Countries or areas of Countries that are assigned a Travel Advisory Ranking at the time of travel that is either Level 3: Reconsider Travel or Level 4: Do Not Travel as shown on the Travel.State.Gov website of the US Department of State - Bureau of Consular Affairs.

B. Benefits payable for Employees as defined in Article V Section 7 and Section 8 of this Agreement are the same as those that would be payable if the Employees in question were subject to the Worker's Compensation Law of the State of South Dakota.

8. Employees Covered

A. It is agreed that the coverage afforded by this Agreement applies to those Employees of the MEMBER who are traveling at the direction of the MEMBER to work at locations within the country or countries not excluded under Article V Section 7 Sub-Section A of this Agreement.

B. With respect to any such Employee traveling at the direction of the MEMBER to work at locations within the country or countries not excluded under Article V Section 7 Sub-Section A of this Agreement, the coverage afforded by this Agreement shall apply in the same manner as if said Employee was performing work within the United States of America and subject to the Worker's Compensation Law of the State of South Dakota.

C. The coverage afforded by this Agreement shall only apply to persons who are citizens or residents of the United States of America and are temporarily within the country or countries stated in Article V Section 7 Sub-Section A of this Agreement.

All other terms, conditions, agreements and stipulation remain unchanged.

ARTICLE VI MEMBERS' OBLIGATIONS

Each Member agrees to be bound by all the terms, conditions and requirements of the bylaws of the Fund, as amended from time to time, and as provided to the Member upon application and acceptance of membership by the Fund, and to abide by the rules and regulations promulgated by the Fund for the administration of the Fund, which shall include, but are not limited to, the following:

1. Each Member agrees to initiate and maintain a safety program to give its employees safe and sanitary working conditions and agrees to follow the general recommendations of the Fund, its loss control administrator and/or agents to promote the general welfare of its employees. Each Member, however, shall remain solely responsible for all decisions concerning its safety program and practices and is independently charged with relying or not relying upon the evaluations and recommendations made by the Fund and/or its agents and is solely responsible for the final decision concerning its safety programs and practices.
2. When an injury to an employee covered by this agreement occurs, the Member shall immediately complete an Employer's First Report of Injury Form (DOL-LM-101) (most recent version) as issued by the South Dakota Department of Labor, Division of Labor and Management, and file the original with the appointed agent of the Fund who is to handle claims administration, or any other agent as appointed by the Fund.
3. If a claim is made or suit, or other proceeding is brought against the Member, the Member shall immediately forward to the Fund or its appointed agent every demand, notice, summons or other process received.
4. The Member shall cooperate with the Fund and its appointed agents and upon request shall attend hearings and trials and shall assist in effecting settlements, the securing and giving of evidence, obtaining the attendance of witnesses and shall otherwise cooperate as determined to be necessary by the Fund in the conduct of suits, hearings or proceedings.

5. The Members shall not, except at its own costs which shall not be reimbursed by the Fund, voluntarily make any payment, assume any obligation, or incur any expense other than for such immediate medical and other services at the time of injury as are required by South Dakota Workers' Compensation Law.
6. Each Member shall make prompt payment of all contributions and payments as required under this agreement.
7. Each Member does hereby appoint the Fund, its Board of Trustees and any of its duly authorized and appointed agents as agent and attorney-in-fact to act on the Members behalf to file reports and pay expenses and all other things required or necessary insofar as they affect the Members liability under South Dakota Workers' Compensation Law or such Members obligation under the rules, regulations and orders of the South Dakota Department of Labor.
8. Each Member agrees that in the event of the payment of any loss by the Fund under this agreement, the Fund shall subrogate to the extent of such payment to all rights of the Member against any person or other entity legally responsible for damages of or on said losses, and in such event, the Member hereby agrees to render all reasonable assistance, other than pecuniary assistance, to effect recovery by the Fund under such right.
9. The trustees of the Fund, or their duly appointed and authorized agents, servants, employees or attorneys shall be permitted at all reasonable times to inspect the Members' work place, plants, works, machinery and appliances covered by this agreement and shall be permitted following the termination of membership to examine Members' books, vouchers, contracts, documents and records which show or tend to show or verify contributions which are payable or were paid to the Fund on any claim as it may appear to be due. Following membership termination, the Member agrees to cooperate in good faith and comply fully with the terms of this agreement as they relate to any and all liabilities still existing, or possibly still existing as determined by the Fund, under the agreement between the Fund and the Member. All rights and authorities herein granted the Fund and obligations of the Member herein shall continue and survive the termination of membership of the Member as long as any liability or possibility of liability exists, as determined by the Fund, under this agreement.

ARTICLE VII MISCELLANEOUS

1. Should any section, provision or portion of this agreement be held or found unenforceable or invalid for any reason, the remaining sections, provisions and portions shall be unaffected by such holding or finding and shall remain in full force and effect.

2. This agreement contains the entire agreement between the parties with respect to the issues and coverages addressed herein, and no statement, promise, or inducement made by any signing party or agent of any signing party that is not contained in this agreement shall be valid or binding; all oral understandings between the parties are hereby merged into this agreement, and this agreement may not be enlarged, modified, or altered except in writing signed by the parties and endorsed thereon.

3. Provided the Fund performs all of its obligations under this agreement, the Member agrees to defend, indemnify and hold the Fund, its Trustees and agents harmless from any and all liabilities, losses or damages that the Member may suffer by reason of this agreement, provided however, that the acts of the Fund, its Trustees and agents must be conducted in a good faith manner and in a manner reasonably believed to be in the best interests of the Fund and the individual Member.

4. The acceptance of a late contribution by the Fund or the acquiescence either through action or inaction of the Fund in any default or failure to comply with this agreement or the bylaws of the Fund by the Member shall not be a waiver of the right of the Fund to insist upon timely contributions and compliance with the other provisions of the bylaws of the Fund or this agreement in the event of any subsequent breach of this agreement or the bylaws of the Fund by the Member.

5. It is contemplated by the Fund and the Member that this agreement may be executed in multiple counterpart originals, each such counterpart original shall have equal force and effect.

**ARTICLE VIII
NOTICE**

Any notice required by this agreement shall be sufficient if delivered personally or given by depositing the same in a United States Post Office Box in a sealed, prepaid envelope, addressed to the person to be notified at his last address as the same appears in the records of the Fund, or any mail notice shall be deemed to have been given on the date of mailing, provided, that any notice that is mailed pursuant to a termination or cancellation of any right or obligation under this agreement shall be considered mailed on the date of mailing if said item is mailed by certified mail.

**ARTICLE IX
EFFECTIVE DATE AND TIME**

The Fund shall operate on a fiscal year from 12:01 am January 1st to 12:01 am January 1st of the next year.

IN WITNESS WHEREOF, the parties hereto have entered into this intergovernmental contract and coverage document for the SDML Workers' Compensation Fund by the execution of the signatures below and acknowledge that they have and are authorized to enter into the same.

Dated _____, 2022

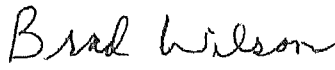
Name of Public Agency:

Authorized Signature: _____

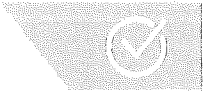
Title: _____

Dated May 24, 2022

SDML Workers' Compensation Fund

By: 
Its: Administrator

The Right Choice



1/18

Count on gWorks to make your accounting, payroll, and utility billing as easy as possible

Proven Track Record

35+

Years of Experience

1150+

Happy Clients

99%

Client Satisfaction

98%

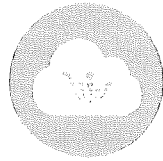
Client Retention

Software Designed to Meet Your Needs



Updates

Regular updates keep our software modern, reliable, and efficient



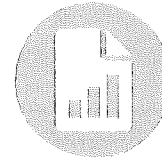
Cloud Solutions

Cloud solutions offer a modern, simple, & satisfying experience



Easy-To-Use

Software is easy to learn, use, and is adaptable to your needs



Flexible Reports

Flexible financial reports tailored to city government needs



Experience

Onboarding experience to ensure you don't miss a beat

Expertise to Take Good Care of You



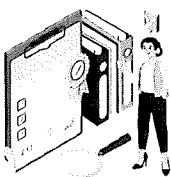
First-Rate Expertise

Featuring accountants and former city clerks that understand and know how to resolve your issues



User Meetings & Webinars

Conducted to help our customers better use the software and support resources to make work easy



Educational Resources

Access gWorks University, in-app training, and nearly 375 knowledge base articles



Printable Process Books

Show how to perform daily, weekly, monthly, and yearly tasks in the software and save you hours each month



Ordering Document: Town of Hermosa SD - Core 2, HR Hub, FrontDesk

Town of Hermosa SD

230 Main St
Hermosa, SD 57744
United States

Gail Boddicker

Finance Officer
gail@hermosasd.com
605-255-4291

Dan Holsworth

Board President
town@hermosasd.com
605-255-4191

Reference: 20220518-160647378

Quote created: May 18, 2022

Quote expires: June 15, 2022

Quote created by: Steve Mosteller

Senior Account Representative

steven@gworks.com

+1 (402) 512-4341

Products & Services

| Item & Description | SKU | Quantity | Unit Price | Total |
|---|-------|----------|------------|--------------|
| SimpleCity Fund Accounting Core 2 - Fresh Start Implementation Module Implementation - Accounts Payable, Bank Reconciliation, General Ledger, & Utility Billing. Fresh Start Implementation: Set up all Utility Billing parameters including your services, rate tables, tax tables, penalty tables, and forms. (Client is responsible for inputting customer/account data). | 500C2 | 1 | \$5,500.00 | ✓ \$5,500.00 |
| General Ledger Set up and Chart of Accounts Conversion General Ledger Set-Up including converting your Chart of Accounts (COA) to gWorks' software and entering your Budget and Year-To-Date amounts. COA Conversion includes normalizing the COA to the | | 1 | \$0.00 | ✓ \$0.00 |

Unified COA guidelines for the Client's state or to a 3-3-4 format, rationalizing accounts to reduce duplicates, and eliminating Line Accounts/Objects that the Client identifies for elimination. gWorks identifying accounts to eliminate or gWorks setting up more than 4 checking accounts within the software is beyond the scope of a COA conversion and is billable at gWorks current hourly rate.

| | | | | |
|---|--------------|---|----------------------|---|
| SimpleCity Fund Accounting Core 2 - Annual Fee Annual License & Product Support Agreement Fee | 500C2A | 1 | \$1,500.00 / year | ✓\$1,500.00 / year for 1 year |
| Onboarding Plus - New HR Hub Clients Onboarding Plus Services for New Client to HR Hub. See https://www.gworks.com/solutions/hr-hub/ | HR- PlusN | 1 | \$5,000.00 | ✓\$2,000.00 after \$3,000.00 discount |
| HR Hub Base Fee - Annual Subscription Annual Base Subscription for HR Hub | HR-Base | 1 | \$420.00 / year | ✓\$420.00 / year for 1 year |
| HR Hub Basic - Annual Subscription Annual Subscription for HR Hub Basic for 9 employees | HR-BA | 1 | \$756.00 / year | ✓\$756.00 / year for 1 year |
| HR Hub Basic - Seasonal Usage Usage Fees for 8 HR Basic Seasonal Employees for 23 Payroll Runs | HR-BSU | 1 | \$80.50 / year | ✓\$80.50 / year |
| Receipt Management - Implementation Module Implementation | RM1000 | 1 | \$1,320.00 | ✓\$660.00 after \$660.00 discount |
| Receipt Management - Annual Fee Annual License & Product Support Agreement Fee | RM1000 A | 1 | \$660.00 / year | ✓\$420.00 / year after \$240.00 discount for 1 year |

| | | | | |
|---|---------|---|-----------------|------------------|
| Epson Cash Receipt Printer | TMU675 | 1 | \$999.00 | \$999.00 |
| Epson TM-U675 Cash Receipt Printer with 10 foot cable & power supply (includes shipping and remote help making sure the printer is working with SimpleCity) | | | | |
| <i>Increased by 150⁰⁰</i> | | | | |
| FrontDesk Standard - Professional Onboarding | FDS-PO | 1 | \$3,000.00 | \$0.00 |
| Professional Onboarding of FrontDesk Standard | | | | |
| after \$3,000.00 discount | | | | |
| <i>Decreased by 1800⁰⁰</i> | | | | |
| FrontDesk Standard - Annual Subscription | FDS-A | 1 | \$960.00 / year | ✓\$960.00 / year |
| Annual Subscription for FrontDesk Standard: 100 Active Public Users | | | | |
| for 1 year | | | | |
| Citizen Requests (311) Add-on - Annual Subscription | FD311-A | 1 | \$192.00 / year | ✓\$192.00 / year |
| Annual Subscription for Citizen Requests (311) Add-on: 100 Active Public Users | | | | |
| for 1 year | | | | |
| gWorks Payments with ACH Pass-through | GPAY | 1 | \$0.00 | \$0.00 |
| Addition of gWorks Payments to FrontDesk | | | | |
| No cost for implementation. | | | | |
| Ongoing charges-- | | | | |
| - Credit Card/Debit Card processing: 2.49% plus \$1.00 per transaction with a \$2 minimum | | | | |
| - ACH Pass-through processing fees: \$1.30 per transaction up to \$50,000.00; \$3.00 per transaction greater than \$50,000.00 | | | | |
| - Account updater service: \$5.00 per month | | | | |
| - Account updater fees: \$0.70 per update | | | | |
| - Per Chargeback: \$25.00 | | | | |
| - Per Retrieval Request Processed: \$25.00 | | | | |
| - Per Arbitration Case: \$15.00 | | | | |
| - Per eCheck Return: \$10.00 | | | | |
| - Per eCheck Refund: \$1.00 | | | | |
| - Per Merchant Disbursement Failure: \$25.00 | | | | |
| iDrive Backup Service | IDRIVE | 1 | \$150.00 / year | ✓\$150.00 / year |

Annual subscription for iDrive backup service.

for 1 year

Subtotals

| | |
|-------------------|---------------------------|
| Annual subtotal | \$4,478.50 |
| | after \$240.00 discount |
| One-time subtotal | \$9,159.00 |
| | after \$6,660.00 discount |
| Total | \$13,637.50 |

11,771⁰⁰

One time ~~amount~~
setup, implementation
plus
remaining annual

Purchase Terms

Upon signature of the parties, this Order is a legally enforceable agreement.

This Order shall be in effect as of the last date in the signature boxes below ("Effective Date") and shall continue until the end of the term of the last Service in this Order, unless earlier terminated in accordance with the express termination rights set forth in this Order, if any, and the Master Services Agreement. A Service set forth above shall be in effect from the Effective Date and shall continue for the initial term specified herein for such Service, unless earlier terminated in accordance with the express termination rights set forth in this Order, if any, and the Master Services Agreement. Web-based Services and Desktop Services terms are one-year in length from January 1 – December 31 ("Calendar Year"). If this Effective Date is within a Calendar Year, the initial term prorates from the Effective Date month to the end of the Calendar Year. Upon expiration of the initial term of the applicable Web-based or Desktop Service, such Service will automatically renew for additional successive renewal periods of a one-year in term length aligned to the Calendar Year for such Service, unless earlier terminated in accordance with the express termination rights set forth in this Order, if any, and the Master Services Agreement or unless either party provides the other party written notice of non-renewal no less than thirty (30) days prior to the end of the then-current initial term or renewal term for such Service.

Upon termination or expiration of a Service: (a) Client shall immediately pay all outstanding amounts it owes to gWorks for such Service as set forth in the table above; (b) Client shall immediately cease using such Service; (c) gWorks may take steps to change, remove, or otherwise block Client's access to such Service; and (d) upon payment in full of all fees owed to it, gWorks shall deliver to Client any Deliverables related to such Service, in their current form as of the effective date of termination or expiration, along with all documentation, Specifications, and Client Materials in gWorks' possession related to such Service. Annual fees are nonrefundable. Notwithstanding the above, if, within thirty (30) days after the termination of a Service data export is requested by Client, gWorks shall export such data files to Client, and such services will be charged at gWorks then-standard rates. No termination or expiration of a Service, this Order, or the Master Services Agreement will affect Client's obligation to pay all amounts set forth in the table above.

Fees for all one-time Implementation or Professional Onboarding or Professional Services and fees for all Web-based Services and Desktop Services are due and payable as follows:

- Annual fees are payable in full or prorated based on the calendar month on the execution of this Ordering Document for the first year. For subsequent terms, the annual subscription, license, and product support fees (collectively, "annual fees") are due before or by the start of the Calendar Year term thereafter.
- 50% of Professional Services are due on the Effective Date of this Order. The final 50% of Professional Services are due on completion or 90-days after the Effective Date, whichever comes first.

Any Professional Services not defined in this Ordering Document are billable at gWorks' current hourly billable rate, or at gWorks sole discretion may be a separate Ordering Document of defined Services. Onsite service requests are billable at gWorks' current hourly billable rate with a minimum of eight (8) hours. One-time complimentary remote, web-based training is included with each Desktop Service within 15 days of software implementation. If the Client does not complete this complimentary training within 15 days, the training will be billable at gWorks' current hourly billable rate. Complimentary training will not exceed 2 hours per Desktop Service, or as set forth at gWorks sole discretion.

This Order, including the then-current Master Services Agreement & Terms of Service and Privacy Policy, and all other agreements, policies, and documents incorporated herein, contains the entire agreement of the parties with respect to the subject matter hereof and shall supersede any and all prior or contemporaneous discussions, negotiations, agreements, or understandings between the parties, whether written or oral, regarding the subject matter hereof.

This Order may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Order, and all of which, when taken together, will be deemed to constitute one and the same agreement. This Order may be executed and delivered via facsimile, electronic mail, or other electronic transmission methods (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000), and the execution and delivery of this Order by such methods shall be deemed to be valid and effective for all purposes.

This Order is subject to the agreements, policies, and documents set forth below, all of which are incorporated herein by reference, and which include a Sub-Merchant Agreement for card processing by a third-party service provider which includes an application for such card processing services provided to such third-party by gWorks with Client's credentials, including banking information, provided by Client and captured by gWorks in a "Merchant Boarding Form" which form is available to Client by gWorks upon request. By signing this Order, the Client expressly agrees that the information in the Merchant Boarding Form is true and accurate, and to all terms and conditions in the agreements, policies, and documents set forth below.

- Master Services Agreement & Terms of Service: <https://www.gworks.com/g2msatos/>
- Product Support Agreement: <https://www.gworks.com/2022-productsupportagreement/>
- Privacy Policy: <https://www.gworks.com/privacy-policy/>
- Sub-Merchant Agreement for Card Processing Services:
 - Bank Disclosure: https://portal.payments.gworks.cloud/bank_disclosures?id=g15fdb7f154b2c6
 - Payment Sub-Merchant Agreement: <https://portal.payments.gworks.cloud/terms?id=g1602542276a163>

By signing this Order, the individual signing on behalf of Client certifies and warrants that they are authorized to sign on behalf of the Client, agree to the terms of this Order and any agreements and documents incorporated herein, attests that the information for this application and onboarding are correct to the best of their knowledge, and that, upon their signature, this Order and any documents incorporated herein will become the legally binding agreement of the Client.

Questions? Contact me



Steve Mosteller

Senior Account Representative

steven@gworks.com

+1 (402) 512-4341

gWorks

3905 S 148th St, Ste 200

Omaha, NE 68144

USA

[Download quote](#)

[Print quote](#)



13A

**DEPARTMENT of AGRICULTURE
and NATURAL RESOURCES**

JOE FOSS BUILDING
523 E CAPITOL AVE
PIERRE SD 57501-3182
danr.sd.gov

May 5, 2022

Re: Town of Hermosa, 2022G-ARP-144
Wastewater Lagoon Expansion & Gumbo Lily Lane Addition Improvements

Dan Holsworth, Board President
Town of Hermosa
PO Box 298
Hermosa, SD 57744

Dear President Holsworth:

I would like to congratulate the town of Hermosa for obtaining an American Rescue Plan Act grant for the Wastewater Lagoon Expansion & Gumbo Lily Lane Addition Improvements project. The grant is for \$375,400 of eligible costs.

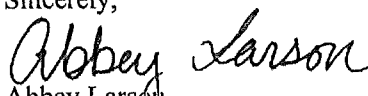
Enclosed is the grant agreement for your project. Please have the authorized signatory sign and date the agreement, make a copy for your files, and **return the original to our office**. Also enclosed is a Payment Provisions Checklist related to the grant agreement. You cannot draw grant funds until the items listed on the checklist are submitted.

Please take note of the audit requirements outlined in item #7 of the grant agreement. Notification of total federal fund expenditures for this grant will be sent annually. It is your responsibility as a subrecipient to determine if the total federal fund expenditure amount requires a federal Single Audit and submit necessary information accordingly.

In addition, the enclosed W-9 form must be fully completed, signed, and return the original to this department.

Ensure that your entity's registration in the System for Award Management is current and unexpired and send a printout of the entity registration from sam.gov to this department.

I look forward to working with your system on this project. Please contact me at (605)394-2229 or via email at abbey.larson@state.sd.us if you have any questions.

Sincerely,

Abbey Larson
Engineer I
Environmental Funding Program

cc: Bill Lass, Black Hills Council of Local Governments, Rapid City
Leah Berg, ACES, Rapid City

**PAYMENT PROVISION CHECKLIST
OF REQUIRED DOCUMENTS
ARPA GRANTS**

Grant Number 2022G-ARP-144

The following documents, as indicated, must be submitted prior to the drawdown and receipt of any funds under this grant:

_____ Project plans and specifications as approved by a professional architect or engineer licensed and registered in South Dakota as outlined in Item #26 of the Grant Agreement.

_____ Resolution authorizing the signatory on the grant agreement and for payment requests as outlined in Item #9 of the Grant Agreement.

_____ Submit and complete the "Vendor ACH Authorization Form."

_____ Verification of current, unexpired entity in the System for Award Management (sam.gov).

**STATE OF SOUTH DAKOTA
BOARD OF WATER AND NATURAL RESOURCES
Grant Number 2022G-ARP-144**

**Sub-Recipient Agreement
Between**

Town of Hermosa

State of South Dakota,
Acting through the South Dakota Conservancy
District,
Acting through the South Dakota Board of Water
and Natural Resources, a governmental agency, and
body politic and corporate of the State of South
Dakota

PO Box 298
Hermosa SD 57744

523 East Capitol Avenue
Pierre SD 57501-3182

Referred to as Sub-Recipient

Referred to as State

The State and Sub-Recipient hereby enter into this Agreement (hereinafter the “Agreement”) for a grant award of Federal financial assistance to Sub-Recipient.

A. REQUIRED AUDIT PROVISIONS FOR GRANT AWARDS

1. FEDERAL AWARD IDENTIFICATION

- a. Sub-Recipient’s name: Town of Hermosa
- b. Sub-Recipient’s DUNS number and unique entity identifier: 183952162
- c. Federal Award Identification Number (FAIN): SLFRP5319
- d. Federal Award Date: 08/25/2021
- e. Sub-award Period of Performance: Execution of Agreement through the 31st day of December 2026.
- f. Amount of federal funds obligated to the Sub-Recipient by this Agreement: \$375,400
- g. Total amount of federal funds obligated to the Sub-Recipient: \$375,400
- h. Total amount of the federal award committed to the Sub-Recipient: \$375,400
- i. The federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA), is as follows:

The state and local fiscal recovery funds program authorized by the American Rescue Plan Act provides funding to support urgent Covid-19 response efforts to continue to decrease spread of the virus and bring the pandemic under control; replace lost revenue for eligible state, local, territorial, and tribal governments to strengthen support for vital public services and help retain jobs; support immediate economic stabilization for households and businesses; to make necessary investments in water, sewer, and broadband infrastructure; and cover the cost of other eligible activities. activities to be performed: treasury will make direct payments to states (defined to include the district of Columbia), U.S. Territories (defined to include, Puerto Rico, U.S. Virgin Islands, Guam, Northern Mariana Islands, and American Samoa), tribes, metropolitan cities, counties, consolidated governments, and nonentitlement units of local government (through states)(collectively "eligible entities") to use the funding for the eligible purposes outlined in the program statute, treasury's implementing regulations, and guidance. end goal/expected outcomes: the state and local fiscal recovery funds program funding will: (1) provide the necessary assistance for households, small businesses, nonprofits, and impacted industries, such as tourism, travel, and hospitality to respond to the Covid-19 public health emergency or its negative impacts; (2) be used to cover premium pay to eligible workers of the governments performing essential work during the Covid-19 pandemic or used to provide grants to eligible employers that have eligible workers who perform essential work; (3) provide government services, to the extent covid-19 caused a reduction of revenues collected in the most recent full fiscal year of the government; or (4) make the necessary investments in water, sewer, or broadband infrastructure. intended beneficiaries: essential workers, households, small businesses, nonprofits, the governments of the eligible entities, the general public, etc. subrecipient activities: subrecipient activities are not known at this time.

j. Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity: U.S. Treasury

k. CFDA No(s) and Name(s): 21.027 Coronavirus State and Local Fiscal Recovery Funds

l. Is the grant award for research and development (R&D)? YES ___ NO X

m. Indirect Cost Rate for federal award: 0.00%

2. PERIOD OF PERFORMANCE OF THIS AGREEMENT:

This Agreement shall be effective upon execution by all parties and will end on the 31st day of December, 2026 unless sooner terminated pursuant to the terms hereof. The timely and expeditious use of grant funds is necessary assure availability of American Rescue Plan Act of 2021 funds for the project. To assure the funds will be expended prior to federal deadline requirements the project milestone deadlines in sections (a) though (d) of this section are hereby incorporated into the period of performance.

a. Submit complete plans and specifications for the Project to the State on or before March 1, 2024;

b. Execute construction contracts on or before December 31, 2024;

If the Sub-Recipient has pledged matching grant funds for the project from non-State ARPA funds, the State ARPA grant funds will not be disbursed until those matching grant funds or an equivalent amount is expended.

Once bids open for all construction contracts included in the Project, grant funds may be adjusted by the program. If the total contract amounts are five or more percent less than the estimated project construction and contingencies as set forth in the funding application budget sheet on page 3, lines 4, 5, and 10, the grant funds will be reduced proportionally.

The reduction percentage will be determined by dividing the total contract amount by the sum of lines 4, 5, and 10 of the budget sheet.

Sub-recipient is aware of the procurement requirements set forth in the ARPA, including those requirements for engineering procurement. In the event Sub-recipient has not complied with those engineering procurement requirements as referenced in ARPA and described more fully in 2 CFR 200.317 through 200.327, the State reserves the right to issue funds from other funding programs rather than ARPA grant funds. Sub-recipient further understands and agrees that Sub-recipient's failure to comply with the engineering procurement requirements as set forth herein would make ARPA grant funds unavailable for the engineering portion of the project, and therefore accepts the other program funds for such engineering procurement and in lieu of any additional demands against the state for grant funds of any type.

No action or motion will be required by the Board of Water and Natural Resources to allow for the reduction of grant funds as set forth herein. The State will prepare the grant amendment with the new reduced grant amount. The Sub-Recipient is required to sign the Amendment or risk forfeiture of all State ARPA grant funds.

5. RISK ASSESSMENTS, MONITORING AND REMEDIES

Risk assessments will be ongoing throughout the project period. Sub-Recipient agrees to allow the State to monitor Sub-Recipient to ensure compliance with program requirements, to identify any deficiencies in the administration and performance of the award and to facilitate the same. At the discretion of the State, monitoring may include but is not limited to the following: On-site visits, follow-up, document and/or desk reviews, third-party evaluations, virtual monitoring, technical assistance and informal monitoring such as email

and telephone interviews. As appropriate, the cooperative audit resolution process may be applied.

Sub-Recipient agrees to comply with ongoing risk assessments, to facilitate the monitoring process, and further, Sub-Recipient understands and agrees that the requirements and conditions under the grant award may change as a result of the risk assessment/monitoring process.

In the event of noncompliance or failure to perform under the grant award, the State has the authority to apply remedies, including but not limited to: temporary withholding payments, disallowances, suspension or termination of the federal award, suspension of other federal awards received by Sub-Recipient, debarment, or other remedies including civil and/or criminal penalties as appropriate.

6. RETENTION AND INSPECTION OF RECORDS:

The Sub-Recipient agrees to maintain or supervise the maintenance of records necessary for the proper and efficient operation of the program, including records and documents regarding applications, determination of eligibility (when applicable), the provision of services, administrative costs, and statistical, fiscal, and other information records necessary for reporting and accountability required by the State. The Sub-Recipient shall retain such records for a period of three years after the date of the submission of the final expenditure report.

If any litigation, claim, or audit is started before the expiration of the three-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. The three-year retention period may be extended upon written notice by the State. Records for real property and equipment acquired with Federal funds must be retained for three years after final disposition. When records are transferred to or maintained by the Federal awarding agency or the State, the three-year retention requirement is not applicable to the Sub-Recipient. In the event Sub-Recipient must report program income after the period of performance, the retention period for the records pertaining to the earning of the program income starts from the end of Sub-Recipient's fiscal year in which the program income is earned. In the event the documents and their supporting records consist of indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable, the following applies: (1) If submitted for negotiation - If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the State) to form the basis for negotiation of the rate, then the three-year retention period for its supporting records starts from the date of such submission. (2) If not submitted for negotiation - If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the State) for negotiation purposes, then the three-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the Sub-Recipient's fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

The State, through any authorized representative, shall have access to and the right to examine and copy all records, books, papers or documents related to services rendered under this Agreement and shall have access to personnel of the Sub-Recipient for purposes of interview and discussion related to the records, books, papers and documents. State Proprietary Information, which shall include all information disclosed to the Sub-Recipient by the State, shall be retained in Sub-Recipient's secondary and backup systems and shall remain fully subject to the obligations of confidentiality stated herein until such information is erased or destroyed in accordance with Sub-Recipient's established record retention policies.

All payments to the Sub-Recipient by the State are subject to site review and audit as prescribed and carried out by the State. Any over payment under this Agreement shall be returned to the State within thirty days after written notification to the Sub-Recipient.

7. AUDIT REQUIREMENTS:

If Sub-Recipient expends \$750,000 or more in federal awards during the Sub-Recipient's fiscal year, the Sub-Recipient must have an audit conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, by an auditor approved by the Auditor General to perform the audit. On continuing audit engagements, the Auditor General's approval should be obtained annually. Approval of an auditor must be obtained by forwarding a copy of the audit engagement letter to:

Department of Legislative Audit
A-133 Coordinator
427 South Chapelle
% 500 East Capitol
Pierre, SD 57501-5070

If the Sub-Recipient expends less than \$750,000 during any Sub-Recipient fiscal year, the State may perform a more limited program or performance audit related to the completion of the Agreement objects, the eligibility of services or costs, and adherence to Agreement provisions.

Audits shall be completed and filed with the Department of Legislative Audit by the end of the 9 months following end of the fiscal year being audited.

For either an entity-wide, independent financial audit or an audit under 2 CFR Part 200 Subpart F, the Sub-Recipient shall resolve all interim audit findings to the satisfaction of the auditor. The Sub-Recipient shall facilitate and aid any such reviews, examinations, agreed upon procedures etc., the State or its contractor(s) may perform.

Failure to complete audit(s) as required, including resolving interim audit findings, will result in the disallowance of audit costs as direct or indirect charges to programs. Additionally, a percentage of awards may be withheld, overhead costs may be disallowed, and/or awards may be suspended, until the audit is completely resolved.

The Sub-Recipient shall be responsible for payment of any and all audit exceptions which are identified by the State. The State may conduct an agreed upon procedures engagement as an

audit strategy. The Sub-Recipient may be responsible for payment of any and all questioned costs, as defined in 2 C.F.R. 200.84, at the discretion of the State.

Notwithstanding any other condition of the Agreement, the cooperative audit resolution process applies, as appropriate. The books and records of the Sub-Recipient must be made available if needed and upon request at the Sub-Recipient's regular place of business for audit by personnel authorized by the State. The State and/or federal agency has the right to return to audit the program during performance under the grant or after close-out, and at any time during the record retention period, and to conduct recovery audits including the recovery of funds, as appropriate.

If applicable, Sub-Recipient agrees to comply in full with the administrative requirements and cost principles as outlined in OMB uniform administrative requirements, cost principles, and audit requirements for federal awards – 2CFR Part 200 (Uniform Administrative Requirements).

8. SUB-RECIPIENT ATTESTATION

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

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

Sub-Recipient further represents that any and all concerns or issues it had in complying with the foregoing attestations were provided to the State and resolved to their satisfaction prior to signing this Agreement.

If Sub-recipient is a non-state agency they agree to disclose to the State, in writing, any conflicts of interest that exist under the Sub-recipient's conflict of interest policy. The State will publicly post any disclosed conflicts of interest along with the corresponding grant agreement on the OpenSD website.

In the event of a significant change in the conflict of interest policy, Sub-Recipient agrees to provide immediate notice of such change to the State, and provide a copy of the new conflict of interest policy. Sub-Recipient understands that any change in the conflict of interest policy may result in a change in their monitoring or other performance requirements

under the grant and expressly agrees to comply with those changes and to facilitate any additional monitoring as required by the State.

9. CLOSEOUT

- a. Grant proceeds will be disbursed upon receipt of sub-recipient payment requests and invoices to support such requests, throughout the project and after determining that the requested payment and invoices are for costs that meet the eligibility outlined in the workplan.
- b. The Sub-Recipient will designate, in writing, an official to certify on Sub-Recipient's behalf that the request submitted is correct and is a valid expenditure under the workplan.
- c. Sub-Recipient will submit a signed request for disbursement along with invoices to support the request. The request for disbursement will be submitted to such person or persons as the State may designate for approval.
- d. The State reserves the right, at its option, to disburse the funds directly to the contractor or sub-contractor supplying the service for which the payment is sought. No funds will be disbursed until all fees owed by the Sub-Recipient to the Department of Agriculture and Natural Resources are paid.
- e. All requests for disbursement for eligible costs under this Agreement not presented within ninety (90) days after the completion of the term of this Agreement or on or before December 1, 2026, are barred from payment.

B. STANDARD CLAUSES

10. ASSURANCE REQUIREMENTS:

The Sub-Recipient agrees to abide by all applicable provisions of the following: Byrd Anti Lobbying Amendment (31 USC 1352), Debarment and Suspension (Executive Orders 12549 and 12689 and 2 C.F.R. 180), Drug-Free Workplace, Executive Order 11246 Equal Employment Opportunity as amended by Executive Order 11375 and implementing regulations at 41 C.F.R. part 60, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Drug Abuse Office and Treatment Act of 1972, Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Age Discrimination Act of 1975, Americans with Disabilities Act of 1990, Pro-Children Act of 1994, Hatch Act, Health Insurance Portability and Accountability Act (HIPAA) of 1996 as amended, Clean Air Act, Federal Water Pollution Control Act, Charitable Choice Provisions and Regulations, Equal Treatment for Faith-Based Religions at Title 28 Code of Federal Regulations Part 38, the Violence Against Women Reauthorization Act of 2013 and American Recovery and Reinvestment Act of 2009, as applicable; and any other nondiscrimination provision in the specific statute(s) under which application for Federal assistance is being made; and the requirements of any other nondiscrimination statute(s) which may apply to the award.

11. COST PRINCIPLES:

If applicable, Sub-Recipient agrees to comply in full with the administrative requirements and cost principles as outlined in OMB uniform administrative requirements, cost principles, and audit requirements for federal awards – 2CFR Part 200 (Uniform Administrative Requirements) and 2 CFR Part 1500.

12. TERMINATION:

This Agreement may be terminated by either party hereto upon thirty (30) days written notice. In the event the Sub-Recipient breaches any of the terms or conditions hereof, this Agreement may be terminated by the State for cause at any time, with or without notice and the Sub-Recipient shall be obligated to reimburse the State for any funds theretofore improperly expended by or for the benefit of the Sub-Recipient, or any part thereof, and if not promptly paid the State may pursue all rights and remedies under any applicable laws or regulations. Upon termination of this Agreement, all accounts and payments shall be processed according to financial arrangements set forth herein for services rendered to date of termination.

13. FUNDING:

This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of the law or federal funds reduction, this Agreement will be terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.

14. ASSIGNMENT AND AMENDMENT:

This Agreement may not be assigned without the express prior written consent of the State. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof, and be signed by an authorized representative of each of the parties hereto.

15. CONTROLLING LAW:

This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota, without regard to any conflicts of law principles, decisional law, or statutory provision which would require or permit the application of another jurisdiction's substantive law. Venue for any lawsuit pertaining to or affecting this Agreement shall be in the Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

16. SUPERCESSION:

All other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.

17. SEVERABILITY:

In the event that any provision of this Agreement shall be held unenforceable or invalid by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement, which shall remain in full force and effect.

18. NOTICE:

Any notice or other communication required under this Agreement shall be in writing and sent to the address set forth above. Notices shall be given by and to the Division being contracted with on behalf of the State, and by the Sub-Recipient, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.

19. SUBCONTRACTORS/SUB-SUB-RECIPIENTS:

The Sub-Recipient will not use subcontractors or other sub-recipients to perform work under this Agreement without the express prior written consent from the State. The State reserves the right to complete a risk assessment on any proposed sub-contractor or sub-recipient and to reject any person or entity presenting insufficient skills or inappropriate behavior.

The Sub-Recipient will include provisions in its subcontracts or sub-grants requiring its subcontractors and sub-recipients to comply with the applicable provisions of this Agreement, to indemnify the State, and to provide insurance coverage for the benefit of the State in a manner consistent with this Agreement. The Sub-Recipient will cause its subcontractors, sub-recipients, agents, and employees to comply with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance. The State, at its option, may require the vetting of any subcontractors and sub-recipients. The Sub-Recipient is required to assist in this process as needed.

20. STATE'S RIGHT TO REJECT

The State reserves the right to reject any person or entity from performing the work or services contemplated by this Agreement, who present insufficient skills or inappropriate behavior.

21. CONFLICT OF INTEREST:

Sub-Recipient agrees to establish safeguards to prohibit any employee or other person from using their position for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain as contemplated by SDCL 5-18A-17 through 5-18A-17.6. Any potential conflict of interest must be disclosed in writing and approved, in writing, by the State. In the event of a conflict of interest, the Sub-Recipient expressly agrees to be bound by the conflict of interest resolution process set forth in SDCL § 5-18A-17 through 5-18A-17.6.

22. TERMS:

By accepting this Agreement, the Sub-Recipient assumes certain administrative and financial responsibilities. Failure to adhere to these responsibilities without prior written approval by the State shall be a violation of the terms of this Agreement, and the Agreement shall be subject to termination.

23. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION:

Sub-Recipient certifies, by signing this Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or any state or local government department or agency. Sub-Recipient further agrees that it will immediately notify the State if during the term of this Agreement it or its principals become subject to debarment, suspension or ineligibility from participating in transactions by the federal government, or by any state or local government department or agency.

C. AGENCY OR GRANT SPECIFIC CLAUSES

24. COMPLIANCE WITH EXECUTIVE ORDER 2020-01

By entering into this Agreement, Sub-Recipient certifies and agrees that it has not refused to transact business activities, it has not terminated business activities, and it has not taken other similar actions intended to limit its commercial relations, related to the subject matter of this Agreement, with a person or entity that is either the State of Israel, or a company doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel to do business, or doing business in the State of Israel, with the specific intent to accomplish a boycott or divestment of Israel in a discriminatory manner. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to terminate this Agreement. Sub-Recipient further agrees to provide immediate written notice to the State if during the term of this Agreement it no longer complies with this certification, and agrees such noncompliance may be grounds for termination of this Agreement.

25. TECHNICAL ASSISTANCE:

The State agrees to provide technical assistance regarding the State's rules, regulations and policies to the Sub Recipient and to assist in the correction of problem areas identified by the State's monitoring activities.

26. LICENSING AND STANDARD COMPLIANCE:

The Sub-Recipient agrees to comply in full with all licensing and other standards required by Federal, State, County, City or Tribal statute, regulation or ordinance in which the service and/or care is provided for the duration of this Agreement. The Sub-Recipient will

maintain effective internal controls in managing the federal award. Liability resulting from noncompliance with licensing and other standards required by Federal, State, County, City or Tribal statute, regulation or ordinance or through the Sub-Recipient's failure to ensure the safety of all individuals served is assumed entirely by the Sub-Recipient.

The funding of this Wastewater Treatment Expansion and Gumbo Lily Improvements project in no way obligates the State to provide future funding for design or construction of additional improvements.

The Sub-Recipient will comply and will insure that the engineer and construction contractor selected to oversee the project complies, with all federal, state and local laws, regulations, ordinances, guidelines, permits and requirements applicable to providing services pursuant to this Agreement, and will be solely responsible for obtaining current information on such requirements.

Sub-Recipient will construct the Project, or cause it to be constructed, to final completion with reasonable diligence in accordance with the approved plans and specifications and the approved Project scope for the grant.

Sub-Recipient will ensure that construction administration and inspection is done by or under the supervision of a professional engineer or architect licensed and registered in the State of South Dakota to help assure that the construction contractor's work conforms with the approved plans and specifications, and to furnish inspection and material testing reports, recommendations and such other information as the State may require. It is recognized and understood that the final responsibility of conformance with the plans and specifications is that of the construction contractor. The State has the right to monitor facility and design through on-site inspections from time to time.

27. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

As required by 2 CFR 200.216, recipients and sub-recipients, are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). Recipients, sub-recipients, and borrowers also may not use funds to purchase:

a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

b. Telecommunications or video surveillance services provided by such entities or using such equipment.

c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. Consistent with 2 CFR 200.471, costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, and cloud servers are allowable except for the following circumstances: Obligating or expending funds for covered telecommunications and video surveillance services or equipment or services as described in 2 CFR 200.216 to:

(1) Procure or obtain, extend or renew a contract to procure or obtain;

(2) Enter into a contract (or extend or renew a contract) to procure; or

(3) Obtain the equipment, services, or systems. Certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the System for Award Management exclusion list.

28. PROJECT REPRESENTATIONS AND COVENANTS.

The Sub-Recipient hereby represents and covenants that:

a. all construction on the Project has complied and will comply with applicable federal, state and local laws, regulations, ordinances, and standards, including specifically federal requirements that all of the iron and steel products used in the Project are to be produced in the United States;

b. all land surveys are conducted by a land surveyor registered in the State of South Dakota, and that the final plans and specifications are prepared under the supervision of and approved by a professional architect or engineer licensed and registered in the State of South Dakota.

c. the Project is the type of project permitted to be financed under the applicable Program, the Act, and the laws governing the issuance of the Grant.

29. REDUCTION OF PROJECT COSTS

If all or a portion of the Project is canceled or scaled back and the costs of the Project are thereby reduced, or if for any reason the Sub-Recipient will not require the full amount of the Grant, the Sub-Recipient shall promptly notify the State and return the portion of the Grant which will not be needed.

No action or motion will be required by the Board of Water and Natural Resources to allow for the reduction of grant funds as set forth herein. The State will prepare the grant amendment with the new reduced grant amount. The Sub-Recipient is required to sign the Amendment or risk forfeiture of all State ARPA grant funds.

30. COMPLIANCE WITH THE DAVIS-BACON ACT

- a. For projects in excess of \$10 million all transactions regarding this agreement shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable;
- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor; and
- c. Contractors are required to pay wages not less than once a week.

31. HOLD HARMLESS

The Sub-Recipient agrees to hold harmless and indemnify the State of South Dakota, its officers, agents and employees, from and against any and all actions, suits, damages, liability or other proceedings which may arise as the result of performing services hereunder. This section does not require the Sub-Recipient to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, its officers, agents or employees.

No part of the funding provided hereunder may be utilized for the payment of costs associated with litigation directly or indirectly involving the Sub-Recipient or the Forcemain Improvement project. No member of the Sub-Recipient's governing body or other officers, agents, employees or immediate family members, shall receive direct personal benefit from this Agreement other than reasonable compensation for services rendered, expenses incurred in furtherance of the purposes herein authorized, or benefits received as a member of general public served by the Sub-Recipient.

32. FLOW DOWN

All "flow down" requirements are imposed on the subrecipient by the State to ensure that the award is used in accordance with Federal statutes, regulations and the terms of the award. The subrecipient is accountable to the State for compliance with Federal requirements. These requirements include, among others:

- a. Title VI of the Civil Rights Act and other Federal statutes and regulations prohibiting discrimination in Federal financial assistance programs, as applicable.

- b. Reporting Subawards and Executive Compensation under Federal Funding Accountability and Transparency Act (FFATA) set forth in the ARPA compliance provisions.
- c. The Procurement Standards in 2 CFR Part 200 including those requiring competition when the subrecipient acquires goods and services from contractors (including consultants) and Domestic preferences for procurements at 2 CFR 200.322. This provision does not apply to consulting services if the Sub-Recipient utilizes funds other than those provided by this Agreement to pay those costs.
- d. Subawards are not conditioned in a manner that would disadvantage applicants for subawards based on their religious character.
- e. Ensuring the Future is Made in All of America by All of America's Workers Recipients must comply with the "Build America, Buy America" provisions of the Infrastructure investment and Jobs Act and E.O. 14005 which provide that, as appropriate and to the extent consistent with law, the recipient must use all practicable means within their authority under a federal award to provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products.)

D. AUTHORIZED SIGNATURES:

In witness hereto, the parties signify their agreement by affixing their signatures hereto.

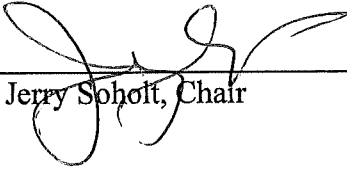
| | |
|--|------|
| Sub-Recipient Signature | Date |
|  Jerry Soholt, Chair | Date |

EXHIBIT A

Hermosa purposes expansion of the of their lagoon treatment system by modifying an existing cell and adding a third cell. The project would also include an extension of sewer into a currently unserved area called Gumbo Lily Lane.

EXHIBIT B

U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS LOCAL FISCAL RECOVERY FUND AWARD TERMS AND CONDITIONS

1. Use of Funds.

- a. Sub-Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- b. Sub-Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
- c. Any purchase of equipment or real property with SLFRF funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF funds shall vest in the non-Federal entity. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations.

2. Reporting. All recipients of federal funds must complete financial, performance, and compliance reporting and Sub-Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award. Expenditures may be reported on a cash or accrual basis, as long as the methodology is disclosed and consistently applied. Reporting must be consistent with the definition of expenditures pursuant to 2 CFR 200.1.

3. Maintenance of and Access to Records

- a. Sub-Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Sub-Recipient in order to conduct audits or other investigations.
- c. Records shall be maintained by Sub-Recipient for a period of three (3) years after all funds have been expended or returned to Treasury, whichever is later.

4. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

5. Conflicts of Interest. Sub-Recipient understands and agrees it must maintain a conflict-of-interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict-of-interest policy is applicable to each activity funded under this award. Sub-Recipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.
6. Compliance with Applicable Law and Regulations.
 - a. Sub-Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Sub-Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Sub-Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
 - b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170 pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all low tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Sub-Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - c. Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity.) Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
7. Remedial Actions. In the event of Sub-Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.



Substitute **W-9**

Taxpayer Identification Number (TIN) Verification

DO NOT send to IRS

Print or Type

Please see attachment or reverse for complete instructions.

This form can be made available in alternative formats to qualified individuals upon request.

| | |
|--|--|
| <p>➤ Legal Name (as entered with IRS) If Sole Proprietorship enter your Last, First MI</p> <hr/> <p>➤ Business Name If doing business as (DBA) or enter business name of Sole Proprietorship</p> <hr/> <p>➤ Order Address (where order should be mailed) PO Box or Number and Street, City, State, ZIP + 4</p> <hr/> <p>➤ Remit Address (where check should be mailed) PO Box or number and street, City, State, ZIP + 4</p> <hr/> <p>➤ Exemptions</p> <p>Exempt payee code (if any):</p> <p>Exemption from FATCA reporting code (if any):</p> | <p>➤ Entity Designation (check only one) <u>Required</u></p> <p><input type="checkbox"/> Individual / Sole Proprietor</p> <p><input type="checkbox"/> Partnership</p> <p><input type="checkbox"/> C Corporation</p> <p><input type="checkbox"/> S Corporation</p> <p><input type="checkbox"/> Limited Liability Company - Individual</p> <p><input type="checkbox"/> Limited Liability Company - Partnership</p> <p><input type="checkbox"/> Limited Liability Company - Corporation</p> <p><input type="checkbox"/> Governmental Entity</p> <p><input type="checkbox"/> Hospital Exempt from Tax or Government Owned</p> <p><input type="checkbox"/> Long Term Care Facility Exempt from Tax or Government Owned</p> <p><input type="checkbox"/> Trust/Estate</p> <p><input type="checkbox"/> All Other Entities (specify e.g. 501(c)(3), etc.)</p> <p>➤ Taxpayer Identification Number (TIN)</p> <p>_____</p> <p>➤ Check Only One <u>Required</u></p> <p><input type="checkbox"/> Social Security Number (SSN)</p> <p><input type="checkbox"/> Employer Identification Number (EIN)</p> <p><input type="checkbox"/> Individual Taxpayer Identification Number for U.S. Resident Aliens (ITIN)</p> |
|--|--|

➤ **Certification**
Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number, AND
- I am not subject to back up withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to back up withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.
- I am a U.S. person (including a US resident alien).

| | | |
|--------------|---------------|-------------------------|
| Printed Name | Printed Title | Telephone Number () |
| Signature | | Date (mm/dd/yy) |

➤ **Required Direct Deposit Information**

| | | | |
|--------------------------|---|-------------------------------------|----------------------|
| Your Bank Account Number | <input type="checkbox"/> Checking <input type="checkbox"/> Savings | Bank Routing Number (9-digit ABA #) | Name on Bank Account |
|--------------------------|---|-------------------------------------|----------------------|

THIS IS A:

new direct deposit change of existing (providing old banking information required to change existing)

| | | |
|-------------------------|------------------------------------|---|
| Old Bank Account Number | Old Routing Number (9-digit ABA #) | You must provide the previous banking information to make a change. |
|-------------------------|------------------------------------|---|

Required e-mail address (Please make this LEGIBLE)

If you provide an email address you will be sent electronic notification when a payment is issued. You will also receive a PIN for use when logging into the SD Vendor Self Service website at <http://bfm.sd.gov/vendor>. We will **NOT** share your email address with anyone or use it for any purpose other than communicating remittance information.

| | | | |
|---|-----------------|-------|---------------------------------|
| Information below to be completed by the State Agency. Vendor Number required for any new vendors added to SDAS. | | | |
| State Agency: | Agency Contact: | Date: | Vendor Number assigned by SDAS: |

CITY OF HERMOSA

230 Main Street, PO Box 298, Hermosa, SD, 57744
605-255-4291 or town@hermosasd.com

REQUEST FOR INFORMATION

REQUESTER

Name: Shelley Martin & Dan Martin
Title: owner
Organization: Pops Grocery Shoppe
Address: 30 North Ferguson Street
Telephone: 605-255-5977 Fax: 605-255-5977
E-Mail: _____

INFORMATION REQUESTED

(Please be specific. Only Public Information Will Be Provided. Allow 10 business days.)

Information Requested: Operating Agreement Refund

Reason for Request: Want \$2100.00 refunded back to Pops Grocery for an illegal operating agreement thru the Town of Hermosa, from July 1st 2015 to June 30th 2022
Preferred Method of Receiving Information: Mail Email Fax Pick-Up in Office

ESTIMATED COST OF PROCESSING THE ABOVE REQUEST. (Completed by City Finance Officer.)

Personnel Time (Hour): _____ @ \$25.00 per hour (1-hour minimum)
Copying/Scanning (per page): _____ @ 0.25 per page
Mailing: USPS Prices Apply: _____
Total Estimated Cost: \$ _____

REQUESTER SIGNATURE & AGREEMENT TO PAY ACTUAL COSTS

I (please print), Shelley Martin, request the above information and accept the cost estimate and agree to pay the actual cost upon receipt of the information.

Signature: Dan Martin Date: 5-18-22

FYI!

SOUTH DAKOTA MUNICIPAL LEAGUE

Budget Training Municipal Budgets – Dollars and \$ense

This one-day training provides elected officials and finance officers with the tools they need to create and maintain the annual municipal budget. Attendees will learn about available resources, preparation, and timelines for completion of the budget, on-going monitoring, contingency transfer and supplemental appropriation.

REGISTER ONLINE

www.sdmunicipalleague.org/events

Registration Fee | \$30

Registration/refund deadline: June 9

Two Opportunities

- June 22, 2022 | Rapid City Rushmore Plaza Holiday Inn
- June 29, 2022 | Sioux Falls Ramkota Hotel

Agenda (local time)

Check-in: 9:30 a.m.

Training 10 a.m.-2 p.m.; lunch provided

- Budget and Appropriations - Who is responsible? Why is it important?
- Budget Resources - Where can I find help?
- Budget Timeline - When do I have to start and finish?
- Budget vs. Cash - What is the difference?
- Budget Preparation - Details
- Adoption of Appropriation Ordinance - Reading, Passage, and Publication
- Budget Execution - Set-up in Accounting System, Maximum Authorization to Spend, Monitoring, Increasing, Year-end
- Future Budgets - Indicators, Flow, Reserves



Presenter

Rod Fortin, Director of Local Government Assistance, Department of Legislative Audit, has audited and provided financial and compliance assistance to cities, counties, schools, and other local governments for over 20 years.

SDML ANNUAL CONFERENCE

Oct. 4-7, 2022 | Watertown, SD

Tentative Schedule

TUESDAY, OCT. 4

All day SDPAA Board Meeting
 1 p.m. sign-in SDML Golf Tournament
 7 p.m. SDML Board of Directors Meeting

WEDNESDAY, OCT. 5

8 a.m.-4 p.m. Registration
 8 a.m.-4 p.m. Exhibits Open
 9-9:30 a.m. Orientation for New Attendees
 9-4 p.m. SD Airport Management Association
 9:30-4 p.m. SD Governmental Human Resource Association
 9 a.m.-Noon SD Association of Code Enforcement
 10 a.m-Noon SDML Pooling Meetings/Fun Info Session
 Noon-1 p.m. Safety Awards Luncheon
 1-4 p.m. SD City Management Association
 1-4 p.m. SD Municipal Streets Maintenance Association
 1-4 p.m. SD Municipal Attorneys Association
 4-5 p.m. SDML Policy Committee Meetings
 -General Government
 -Public Health, Safety, Welfare
 -Public Works
 -Taxation & Revenue
 4-4:15 p.m. SDML Auditing Committee
 4-4:15 p.m. SDML Nominating Committee
 5 p.m.-6 p.m. Exhibit Area Social
 6 p.m. Evening Entertainment

THURSDAY, OCT. 6

7 a.m. SDML 18th Annual Walk/Run
 7:45-9 a.m. Breakfast, SDML Past Presidents' Breakfast
 8 a.m.-4 p.m. Registration
 8 a.m.-Noon Exhibits Open
 8-9 a.m. Resolutions Committee
 9-11:45 a.m. Elected Officials Workshop
 9-11:45 a.m. SD Building Officials Association
 9-11:45 a.m. SD Governmental Finance Officers Association
 9-11:45 a.m. SD Municipal Electric Association
 9-11:45 a.m. SD Municipal Police Chiefs Association
 Noon-1:15 p.m. Excellence in SD Municipal Government Award Luncheon
 1:30-5 p.m. General Sessions
 1:30-5 p.m. SD Chapter, American Public Works Association
 1:30-5 p.m. South Dakota Fire Chiefs Association
 5:30-6:30 p.m. President's Reception
 6:30 p.m. Dinner and Entertainment

FRIDAY, OCT. 7

8-10 a.m. Registration
 8-8:30 a.m. Breakfast
 8:30-10:30 a.m. General Sessions
 10:30 a.m.-Noon SDML Annual Business Meeting and Election
 Noon Adjourn

JOB OPPORTUNITIES

ACCOUNTANT – CITY OF PIERRE, SD. Provide support to the Finance Officer and Deputy in all aspects of financial recording and reporting. Key member of the Accounting Team, responsible for receipting incoming payments to the City, preparing general ledger accounting entries, and managing the accounts receivable subsidiary ledger, miscellaneous customer billings, posting amendments or corrections to invoices, and receipting payments. Assist with various monthly general ledger journal entries, general ledger account analysis, and Department Financial Reporting and Analysis. Wage: \$26.21 minimum plus comprehensive benefit package. Open until filled. Apply: Human Resources Office, City of Pierre, Box 1253, Pierre, SD 57501, (605) 773-7429, www.cityofpierre.org. EOE.

ACCOUNTING SPECIALIST - CITY OF SPEARFISH, SD. Performs specialized duties in support of the city's financial accounting functions. This is a full-time position. Requires knowledge and level of competency commonly associated with the completion of a baccalaureate degree in a course of study related to the occupational field - Accounting. Sufficient experience to understand the basic principles relevant to the major duties of the position, usually interpreted to require two years of related experience. Apply: cityofspearfish.com. \$24.09 hourly - DOQ. Open until filled. EOE.

ASSISTANT FINANCE DIRECTOR – CITY OF FAIRMONT, MN. Qualifications require a bachelor's degree in finance, accounting, or related field; or any combination of experience and training which provides the knowledge skills and abilities to perform the work; three years of progressively responsible professional experience in governmental finance, municipal and utility software experience desired; one year of supervisory experience; working knowledge of government accounting principles and related laws and regulations. Salary: \$72,342-\$91,229 annually. Apply: Cover letter, resume and application to City of Fairmont, Attn: Darcy, 100 Downtown Plaza, Fairmont, MN 56031 or to djones@fairmont.org. Learn more: <http://www.fairmont.org>. Deadline 4 p.m. June 6, 2022.

ASSISTANT FINANCE OFFICER - CITY OF MCLAUGHLIN, SD. They will assist the City Finance Officer with the operation of all the duties of the office which include bills, budgets, payroll, revenue and expense reports, and other day to day operations of the city. Applicant should have knowledge of operation of office equipment and accounting principles. Benefits and retirement included. Submit resume and cover letter to: City of McLaughlin, PO Box 169, McLaughlin, SD 57642. Position open until filled. EOE.

ASSISTANT UTILITY MANAGER – CITY OF FREDERICK, SD. The Town of Frederick is looking for a Part Time Assistant to our Utility Manager. Applicant will assist UT Manager in all aspects of being an Assistant. Experience is not needed but motivation is. Wage will be negotiated with the Frederick Board during the interview. Please contact the Frederick Finance Officer at 605-329-2242 if interested. Phone is always answered. Open until filled.

SOUTH DAKOTA MUNICIPAL LEAGUE

2022 Elected Officials Workshop

Wednesday, July 13, 2022

Ramkota Hotel and Conference Center, Pierre, SD

- 9:00 a.m. **Registration – outside Gallery A**
- 9:30 a.m. **Welcome and Introduction to the League – Gallery A**
Yvonne Taylor, Executive Director, SDML
- 9:35 a.m. **SDPAA – Protecting Public Entities Since 1987**
Lynn Bren, Deputy Director, SD Public Assurance Alliance
- 10:00 a.m. **Meet the SDML Work Comp Fund**
Brad Wilson, CIC, AIC, SDWCS, Administrator, SDML Work Comp Fund
- 10:20 a.m. **Municipal Officials and Employees**
Laurie Gronlund, Director of Human Resources, City of Pierre
- 11:00 a.m. **Bids and Contracts**
Rod Fortin, Director of Local Government Assistance, South Dakota Department of Legislative Audit
- 11:45 a.m. **Lunch** (plated lunch provided) – *Gallery A*
- 12:30 p.m. **Financial and Compliance Matters**
Rod Fortin, Director of Local Government Assistance, South Dakota Department of Legislative Audit
- 2:00 p.m. **Open Meetings and Executive Sessions - Do's and Don'ts**
Steven Blair, Assistant Attorney General, Office of the Attorney General
- 3:00 p.m. **Conflict of Interest for Municipal Officials**
Steven Blair, Assistant Attorney General, Office of the Attorney General
- 3:30 p.m. **Adjourn**

Register Online
[SDMUNICIPALLEAGUE.ORG/
EVENTS](https://SDMUNICIPALLEAGUE.ORG/EVENTS)

Open to all elected officials.
Provides a basic cash-course
on local government.

Registration Fee | \$50
Includes *SDML Handbook for
Municipal Officials* (\$60 value)
Register by July 1, 2022