

HERMOSA TOWN BOARD
REGULAR MEETING
TUESDAY, JANUARY 4, 2022 @ 6:00pm



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

- 2) **PUBLIC HEARING:**
 - A. Resolution No. 02-2022, Resolution of Annexation
PRESTON TRACT 3, LONE COYOTE SUBDIVISION, LOCATED IN SECTION 19, T2S, R8E,
BHM, PENNINGTON COUNTY, SOUTH DAKOTA.
 - B. Adjournment of Public Hearing, Reconvene into Regular Session

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

- 4) **CONSENT CALENDAR:**
 - A. Approval of the December 21, 2021, regular meeting minutes and December 28, special meeting minutes

- 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

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

- 8) **ENGINEER:**
 - A. Water Rehab Project (WRT System)
 - B. N Second Street Box Replacement
Guard Rail
 - C. Lone Coyote Subdivision (Preston Sub) Preliminary Plat Application – Permit #2021-18
 - D. Hermosa Sidewalk Project
 - E. Sewer Project (Lagoon expansion)
 - F. Town of Hermosa Water and Sewer Extension Project
Change Order 1
 - G. Water/Sewer Facility Plans
 - H. Hermosa Hills Drainage
 - I. Elmer Claycomb/Dollar General

- 9) **PLANNING & ZONING:**
 - A. P&Z January 3, 2022, (rescheduled from December 28) minutes
 - B. Review ADU ordinance; Pending
 - C. Permit 2021-44 – Digging/Grading/Residential Building; 835 Marie St.
 - D. Heartland Health Concepts – 300 E. Main St. #C – Jeff & Jennie Haas-Application for Cannabis Establishment.

- 10) **PUBLIC WORKS**
 - A. Committee Report
 - B. Streets, Street Light Repairs, Water & Sewer Department Updates
 - C. Meter Readings
 - D. Land Application Contract

- 11) **FINANCE OFFICE:**
A. Monthly Financials
B. Department Updates
C. Changes to SDPAA Contract
D. SDML Events:
 2022 Legislative Rib Dinner – February 1, 2022
 2022 Government Day at the Legislature – February 2, 2022
- 12) **OLD BUSINESS:**
A. Annexation: Gumbo Lilly, Fairgrounds Place
 Motion to remove from agenda: ACES to conduct involuntary annexation study
B. Town Sign, pending
C. Whitney Street Drainage
D. Transparency in City Government
 Holsworth response to December 21 discussion
E. Motion to remove from agenda:
 Hermosa Municipal Water System
 ➤ Resolution 10-2021, Authorizing an application for financial assistance, authorizing the execution and submittal of the application, and designating an authorized representative to certify and sign payment requests.
 ➤ Certification regarding debarment, suspension, and other responsibility matters
 Hermosa Municipal Wastewater Treatment and Collection System
 ➤ Resolution 11-2021, Authorizing an application for financial assistance, authorizing the execution and submittal of the application, and designating an authorized representative to certify and sign payment requests.
 ➤ Certification regarding debarment, suspension, and other responsibility matters
 ➤ Cost effectiveness certification form
 1st Reading: 2.073A 2021 Supplemental Ordinance (Revised)
 Traffic Citation Details
 Long-term Law Enforcement for Town of Hermosa
- 13) **NEW BUSINESS:**
A. Dollar General Malt Beverage/Wine License, pending
B. ADU Zoning Ordinance, pending
C. Town Office: Deck Staining
D. Library: Deck Staining, Mud Jacking
E. Neighborhood Watch Sign
F. 2022 Election Date & Combining Agreement
G. Designation of Custer County Chronicle as Official Newspaper for 2022
H. Designation of Pioneer Bank & Trust as Official Financial Institution for 2022
I. Resolution 01-2022 Salary and Wages
J. Contract Renewal
 1. Building Inspector
 2. Public Works & Town Maintenance
 3. Wastewater
K. Announcement of Christmas Lighting Contest Winners for 2021
- 14) **ITEMS FROM CITIZENS:** No action will be taken (3-minute time limit per speaker)
- 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.

**TOWN OF HERMOSA
RESOLUTION NO. 02-2022
RESOLUTION OF ANNEXATION**

WHEREAS, pursuant to SDCL §§9-4-1 and 9-4-1.1, Preston Family, Inc., a South Dakota Corporation, has petitioned the Town of Hermosa Board of Trustees of Hermosa, South Dakota, to annex the following described property subject to certain conditions:

**PRESTON TRACT 3, LONE COYOTE SUBDIVISION, LOCATED
IN SECTION 19, T2S, R8E, BHM, PENNINGTON COUNTY,
SOUTH DAKOTA.**

AND WHEREAS, the Town of Hermosa Board of Trustees held a public hearing concerning the foregoing petition at its regular meeting held on January 4, 2022;

AND WHEREAS, the Town of Hermosa Board of Trustees set the hearing on the resolution to accept or reject the aforesaid petitions for annexation for January 4, 2022;

AND WHEREAS, the Town of Hermosa Board of Trustees conducted a hearing on the resolution to accept or reject the aforesaid petition for annexation at its regular meeting on January 4, 2022, at 6:00 o'clock p.m.

AND WHEREAS, the aforesaid petition for annexation have been signed by not less than three-fourths of the registered voters and by the owners of not less than three-fourths of the value of the territory sought to be annexed;

AND WHEREAS, the territory sought to be annexed is contiguous to the Town of Hermosa's current municipal boundary;

NOW, THEREFORE, BE IT RESOLVED by the Town of Hermosa Board of Trustees

That pursuant to SDCL §§9-4-1 and 9-4-1.1, the petition for annexation submitted by Preston Family, Inc. a South Dakota Corporation to the Town of Hermosa to annex the following described property is accepted upon the terms set forth in the petition for annexation:

**PRESTON TRACT 3, LONE COYOTE SUBDIVISION, LOCATED
IN SECTION 19, T2S, R8E, BHM, PENNINGTON COUNTY,
SOUTH DAKOTA.**

Dated this 4th day of January 2022

HERMOSA BOARD OF TRUSTEES:

President

ATTEST:

Finance Officer

HERMOSA TOWN BOARD
REGULAR MEETING
TUESDAY, DECEMBER 21, 2021 @ 6:00pm



4A

ROLL CALL: Holsworth called the meeting to order at 6:02 pm with the following members present: Holsworth, King, Schumack and Henrichsen by phone; Flug absent. Johnson, Berg, and Ferguson, Custer County Lieutenant Jeff McGraw and interested citizens also in attendance. Pledge of Allegiance led by Holsworth.

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

CONSENT CALENDAR: Motion made and seconded to approve the December 7, 2021, regular meeting minutes and December 14, special meeting minutes; vote; all aye, motion carried. Henrichsen voiced concern the minutes no longer reflect who makes the motions or depict how the trustees vote, no action. Vote on approving the minutes: one, nay; three ayes, motion carried.

CLAIMS: Motion made and seconded to approve the claims as presented; vote; unanimous; motion carried. Dakota Supply Group, Pump and accessories, \$9,048.45; Fastenal, \$34.37; Ferguson Construction, Inspections, snow removal, \$800.00; Johnson Law Office, Remainder of 12/1/2021 invoice, \$518.50; Lingo, Monthly services, \$31.34; Office Depot, Office supplies, \$96.44; Pioneer Bank and Trust/VISA, Supplies, Travel for Daggett/Westergard, Fuel, \$1,367.32; Rural Development #1, Monthly charges, \$417.00; Rural Development #2, Monthly charges, \$222.00; Rural Development #3, Monthly charges, \$1,278.00; SD Department of Revenue, Balance due, \$5.00; South Dakota 811, Services, \$57.12; Tem Tech, Checked power on pumps for booster systems, \$393.30; Verizon Connect, Monthly services, \$32.38, Westergard, Brad, Monthly services, \$300.00; Payroll related: Payroll, Finance Department, \$2,568.00; Gail Boddicker, Health insurance, \$200.00; EFTPS, 941 payroll tax deposit, \$601.54; TOTAL: \$17,970.76.

LAW ENFORCEMENT/ ABATEMENTS/COMPLAINTS: Citizens in attendance voiced their support of the Custer County Sheriff's Office providing law enforcement services to Hermosa. Long-term Law Enforcement: citizens also voiced their concerns with law enforcement. The citizens provided written letters and requested the letters be published verbatim in the board meeting minutes, however, according to SDCL 1-27-1.7, "Drafts, notes, recommendations, and memoranda in which opinions are expressed or policies formulated or recommended are exempt from disclosure to the minutes." The board requested the letters be filed in the town office and made available upon request.

EXECUTIVE SESSION: Motion made and seconded to enter into executive session at 6:51; allowable by SDCL 1-25-2; unanimous. Motion made and seconded to exit executive session at 7:20; unanimous. Motion made and seconded to enter into regular session at 7:21pm; unanimous. Motion made and seconded to approve, per our South Dakota Public Assurance Alliance attorney's advisement, the board will be recommending the town attorney draft a letter to Mr. Westergard with hand delivery scheduled for December 22; vote; one, abstain, three ayes, motion carried. Citizen requested the board to consider scheduling the executive session either prior to the meeting or at the conclusion of the meeting.

LEGAL: Attorney Johnson reported the Pennington County Commissioners have requested details as to why the town is requesting an extra-territorial agreement between the town and Pennington County. Boddicker and Berg to provide the details to Johnson so that he can provide the information to the Pennington County Commissioners.

ENGINEER: Water Rehab Project (WRT System), remains pending as awaiting well test results. N Second Street Box Replacement, Guard Rail: Holsworth to follow up with SD DOT inquiring about assistance with the purchase of the guard rails. Lone Coyote Subdivision (Preston Sub) Preliminary Plat Application – Permit #2021-18: pending until after the Pennington County annexation is complete. Hermosa Sidewalk Project: the project is in SD DOT's control and the project will be bid in 2022. Sewer Project (Lagoon expansion): pending following the Facility Plan applications to the SD DANR. Town of Hermosa Water and Sewer Extension Project: town is waiting for communication from the Dollar General contractor regarding Change Order 1 that RCS is affected by changes that were made in the easement by Dollar General.

Water/Sewer Facility Plans, Hermosa Municipal Water System

- Motion made and seconded to approve authorization for president to sign the "Resolution 10-2021, Authorizing an application for financial assistance, authorizing the execution and submittal of the application, and designating an authorized representative to certify and sign payment requests"; vote; all aye, motion carried.
- Motion made and seconded to approve authorization for president to sign the "Certification regarding debarment, suspension, and other responsibility matters"; vote; all aye, motion carried.

Hermosa Municipal Wastewater Treatment and Collection System

- Motion made and seconded to approve authorization for president to sign the "Resolution 11-2021, Authorizing an application for financial assistance, authorizing the execution and submittal of the application, and designating an authorized representative to certify and sign payment requests"; vote; all aye, motion carried.
- Motion made and seconded to approve authorization for president to sign the "Certification regarding debarment, suspension, and other responsibility matters document"; vote; all aye, motion carried.
- Motion made and seconded to approve authorization for president to sign the "Cost effectiveness certification form" vote; all aye, motion carried.

Hermosa Hills Drainage: pending as awaiting response from contractor and developer. Citizen commented there are problems with Marie Street as there is no gravel on the road. When Marie Street was extended this fall, the contractor scraped the gravel off the road

and no gravel was replaced and the road is bare. The board requested Berg to follow up with the contractor and developer. There is an agreement with the developer that must be adhered to as there are gravel requirements and a warranty period before the city takes over the road. It is up to the developer to maintain the roads at this time. Elmer Claycomb/Dollar General: issue is related to the water and sewer expansion project, pending. Holsworth requested Boddicker to add "Certificate of Occupancy Submittals" on the January 4, 2022, BOT meeting agenda for discussion and action.

PLANNING & ZONING: Review P&Z December 14, 2021, minutes; no action. Review ADU ordinance; pending. Motion made and seconded to approve Conditional Use Permit #2021-43, Pumpkin Patch, per the recommendations made by P&Z; vote; all aye, motion carried.

PUBLIC WORKS: Ferguson provided update on streets: there are several lights requiring new bulbs; Ferguson to follow up. There was a water leak on citizen's property on Fairgrounds Place; Ferguson is correcting the problem; no action by BOT. The developer working on homes in Hermosa Hills requested to work on his building project prior to the permit being approved by P&Z and BOT; this request was not granted, and the contractor should stop work on the project until the permit has been approved. The board requested Ferguson to present a Stop Work Order on the project if the contractor proceeds without a permit.

FINANCE OFFICE: Boddicker provided financial reports; no action. The town has received a complaint about stray cats; Boddicker requested to contact the regional humane societies to discuss if there is a possibility of contracting for animal pickup. The board approved Boddicker to take vacation on December 23.

OLD BUSINESS: ANNEXATION: GUMBO LILY, FAIRGROUNDS PLACE: Johnson provided state statute details regarding involuntary annexation; the first step in the process is to conduct a study to determine the need for the contiguous territory and to identify the resources necessary to extend the municipal boundaries. Citizen in attendance questioned the fact there are properties that have farm animals: the town has the Residential Ag Zone for citizens so that they will be protected with their animals. Motion made and seconded to allow ACES to perform the annexation study required by state statute; vote; all aye, motion carried. Town Sign is pending: the board is waiting to hear from DOT for the ROW permit. ACES needs to perform the elevation study yet. Whitney Street Drainage: Berg reported she has received the drainage report and will review the details and report her findings at the January 4 meeting.

NEW BUSINESS: Dollar General Malt Beverage/Wine License: motion made and seconded to reject the Dollar General's revisions they had made to the Alcohol Operating Agreement; the wine/malt beverage license is pending. ADU Zoning Ordinance, pending P&Z review. The 1ST Reading of 2.073A 2021 Supplemental Ordinance was initially read at the December 7, 2021, BOT meeting; however, due to a substantial change in the budget, the ordinance was revised, and the 1st Reading was re-read at this meeting. The 2nd Reading is scheduled for December 28, 2021, at 1:30 pm at a special unpaid meeting. Town Office: Deck Staining and Library: Deck Staining, Mud Jacking, pending. Neighborhood Watch Sign: Harris provided costs associated with signs and poles. This item was moved to pending as Holsworth will conduct an inventory of what the town currently has for poles as it might be possible to utilize those existing poles. Transparency in City Government: citizen requested the board to consider keeping the board meeting recordings and putting the recordings on the town website. Citizen also requested the board to consider the minutes reflect who makes and seconds motions, no action.

ITEMS FROM CITIZENS: Citizen questioned the supplemental budget; no action. Citizen again requested the board to keep the recordings of the minutes plus have the minutes reflect who makes motions and how the board members voted on said items; no action.

TRUSTEE INPUT: King: agreed with citizen that the minutes should reflect how the trustee voted. Schumack: Merry Christmas to all. Holsworth: requested the board to consider the concerns from citizens and plan to discuss at the issue at the January meeting. Henrichsen: requested he board minutes reflect who makes the motions and Merry Christmas. Schumack said there are properties out of city limits that would like to be included in the Christmas light judging contest, no action.

ADJOURN: Motion made and seconded to adjourn the meeting at 8:42; vote; all aye, motion carried.

Dan Holsworth, Town Board President

ATTEST:

Gail Boddicker, Finance Officer

Published once at the approximate cost of ___

HERMOSA TOWN BOARD
SPECIAL MEETING
TUESDAY, DECEMBER 28, 2021 @ 1:30 PM



ROLL CALL: Holsworth called the meeting to order at 1:37 pm with the following members present: Flug, Henrichsen, Holsworth, Schumack, King (via phone).Berg also present via phone.

CALL FOR CHANGES: Motion made and seconded to approve the agenda as amended to add, Approval to authorize signature of SD DANR permits; vote; all aye, motion carried.

OLD BUSINESS: Motion made and seconded to approve the 2nd Reading of 2.073A 2021 Supplemental Ordinance; vote; one, nay; four, ayes, motion carried. Motion made and seconded to approve President Holsworth to sign SD DANR Contractor Authorization Form and Notice of Intent Form in support of RCS Construction, Inc., to begin Hermosa water and sewer extension project; vote; one, nay; four, ayes, motion carried.

EXECUTIVE SESSION: Motion made and seconded to enter executive session at 1:46 allowable by SDCL 1-25-2; vote; all ayes; motion carried. Motion made and seconded to exit executive session at 3:00 pm; vote; all ayes; motion carried. No motions made from executive session.

ITEMS FROM CITIZENS: None.

TRUSTEE INPUT: Schumack: Happy New Year! Holsworth: thanks to the board for their time and effort to attend special meeting.

ADJOURN: Motion made and seconded to adjourn the meeting at 3:02 pm; vote; all aye, motion carried.

Dan Holsworth, Town Board President

ATTEST:

Gail Boddicker, Finance Officer

Published once at the approximate cost of __

Page reserved for 1/4/2022 Claims
to be presented on Monday/Tuesday

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 R1

IF YES – YOU NEED A FLOODPLAIN DEVELOPMENT PERMIT

DIGGING/GRADING PERMIT

DATE 12/8/2021

PERMIT # 2021-44

Receipt #	Cash	Check # <u>2103</u>	Amount <u>3500</u>
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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 835 Marie St.
- If yes, have ordinance requirements been met? Yes No Lot 14
- 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: 250 Cubic Yards Area to be disturbed by proposed work: acres

Identify types of erosion control to be applied: Waffle

Source/Destination of materials: on site

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 Pulis Construction

Lot Address 835 Marie

Mailing Address 5670 Doubletree Rd

Email 67+pulis@gmail.com

Legal Description Lot 14 Hermosa Hills

Telephone # Cellphone # 390-7533

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 Trent C. Pulis Date 12/8/2021

PLANNING AND ZONING COMMISSION <input type="checkbox"/> Approved <input type="checkbox"/> Denied NAME: _____ TITLE: _____ SIGNATURE: _____ DATE: _____ APPLICATION FEE: <u>\$35.00</u> DATE PAID: _____	HERMOSA BOARD OF TRUSTEES <input type="checkbox"/> Approved <input type="checkbox"/> Denied NAME: _____ TITLE: _____ SIGNATURE: _____ DATE: _____ DATE PERMIT ISSUED: _____
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Parcel # D15183 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 12/8/2021

PERMIT # 2021-44

Receipt # _____ Cash _____ Check # 2103 Amount 5000

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

Is Property in the Flood Plain? _____ Yes No Zoning District R1

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

APPLICATION SUBMITTED BY:

Property Owner Name(s) _____

Mailing Address 5670 Doubletree Road

City Rapid City State SD Zip 57702

Email 67tpulis@gmail.com

Phone # Home _____ Cell 390-7533 Work _____

LEGAL DESCRIPTION

Subdivision name: Hermosa Hills Lot # 14 Block _____ Lot Size _____

Zoning District R-1 Is this property in the Flood Plain? Yes _____ No _____

Building address: 835 Marie street

CLASS OF WORK TO BE DONE

New structure Demolition _____ Remodel _____ Addition _____

Residential: Single Family Accessory _____ Multi-Family _____

Proposed Use Building: Governor House

Building Area (Sq. Ft.): 1008 Height: 15' # of Units _____

No. of Stories: 1 No. of Bathrooms: 1 Deck: 4x6 Deck Area (Sq. Ft.): _____

SETBACK FROM LOT LINES:

FEET

CITY MINIMUM

Applicable Zoning District
(20'/25')

Front 20

Parcel # 015183
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 15
Sides 10

(5'8'/15')

(8'10'/25')

TYPE OF CONSTRUCTION

Wood _____ Concrete Block _____ Brick _____ Modular _____ Other _____

FOUNDATION

Thickness of Foundation 8" Thickness of footings 8" Width of Footings 24" Depth 42"
Pier Foundation System: _____ Diameter of pier _____ Spacing of pier _____

CONTRACTOR INFORMATION

Contractors must all be registered with the Town of Hermosa

General Contractor
(Project POC/responsible party): Pulis Construction Phone: 390-7533

Structural Contractor: _____ Phone: _____

Electrical Contractor: Mick's Electric Phone: 348-2335

Plumbing Contractor: _____ Phone: _____

Heat/Mechanical Contractor: _____ Phone: _____

Excavation Contractor: Pulis Construction Phone: _____

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

Does the building have a Historical Designation: Yes _____ No

Current utilities on site: Gas _____ Water Electricity Municipal Sewer Septic _____

Proposed utilities: _____

Describe Work: Moving in Governor House and attach garage
per plot plan

TOTAL COST ESTIMATE OF IMPROVEMENTS: \$ 125,000

TOTAL SQUARE FOOTAGE OF PROJECT: 1008

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.

Trent O. Pulis
Signature(s) of Owner(s) (If Owner Builder)

12/8/2021
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 St. Hermosa, SD

605-255-4291

Email: town@hermosasd.com

Pre-Inspection Form

To be retained in permanent file

Customer Name	Permit #	Date
Pulis Construction	2021-44	12-8-2021

Site Address	Parcel #
835 Marie - Lot 14	015183

MUST MEET ALL PERMIT REQUIREMENTS

Inspection

1. Walked site yes
2. Lot measurement 93 x 93
3. Lot usage Res (40%)
4. Suitability of lot for proposed construction yes
 - A. Fill needed NO
 - B. Excavation/Trenching needed yes
5. Utilities properly located on lot yes
6. Check for any easements yes
7. Check for Pins or Survey yes
8. Drainage OK

Inspection Notes

See inspection

Inspectors Signature
<i>Christ Ferguson</i>

Date
12-8-21

015400

015174
015175
015176

015403

015174

015175

015176

015177

015178

MARIE ST

015180

015181

015182

015183

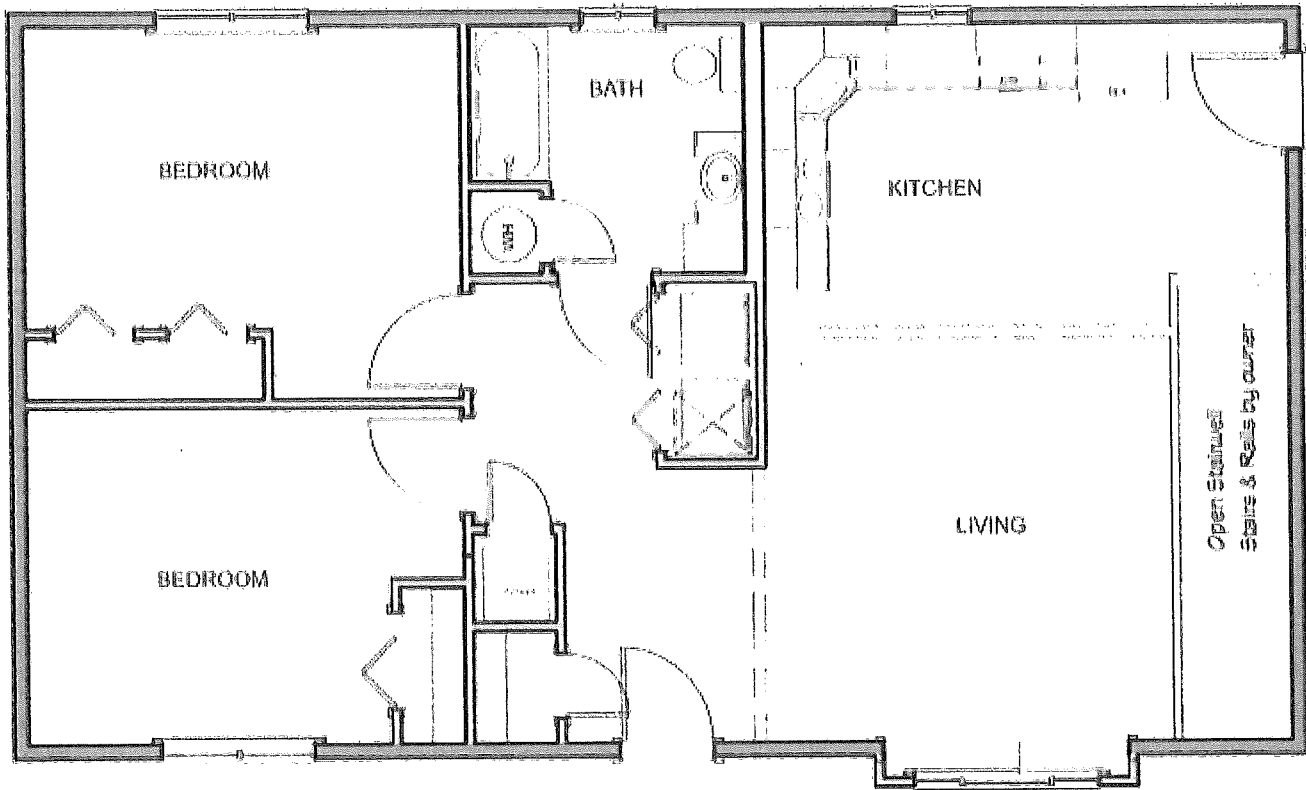
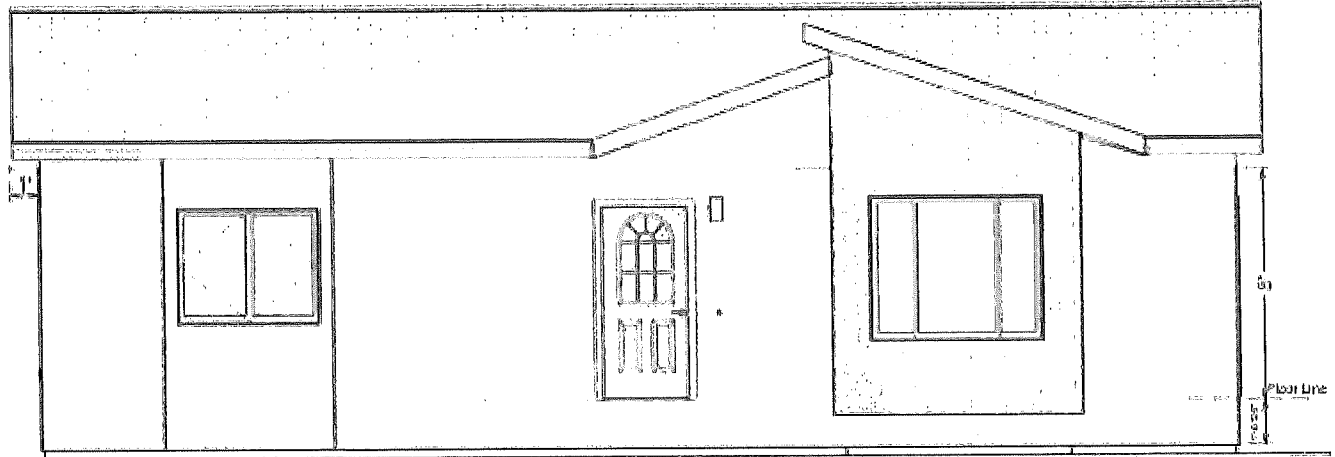
015184

015185

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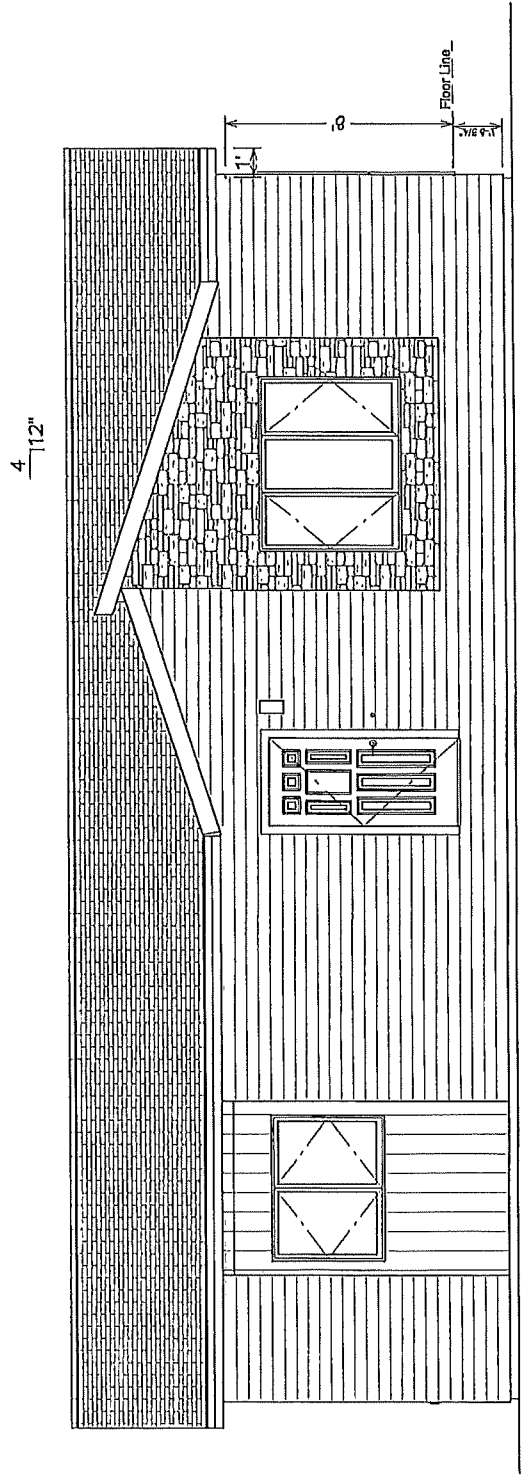
Parcel

Two-Bedroom Plan with the door to the driveway on the right side of the house.



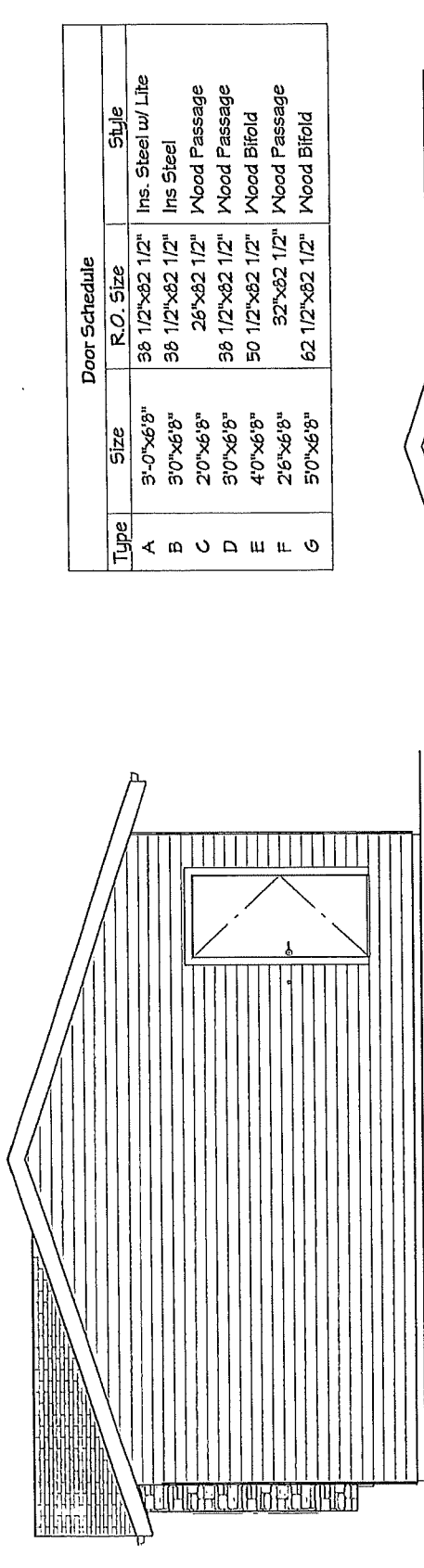
[Download PDF](#)

Reverse Floor Plan - Lot Kf



Front Elevation 1/4"=1'

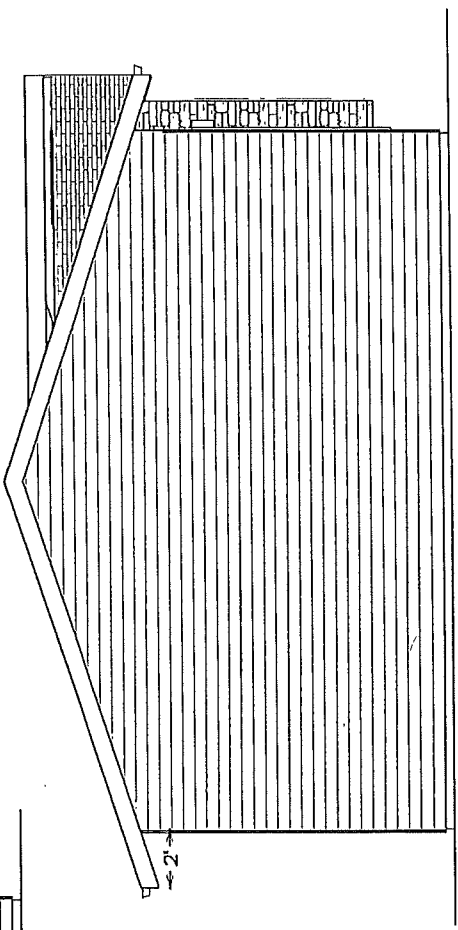
Governor's House 2-Bedroom
Door Right (standard)



Right Elevation 1/4"=1'

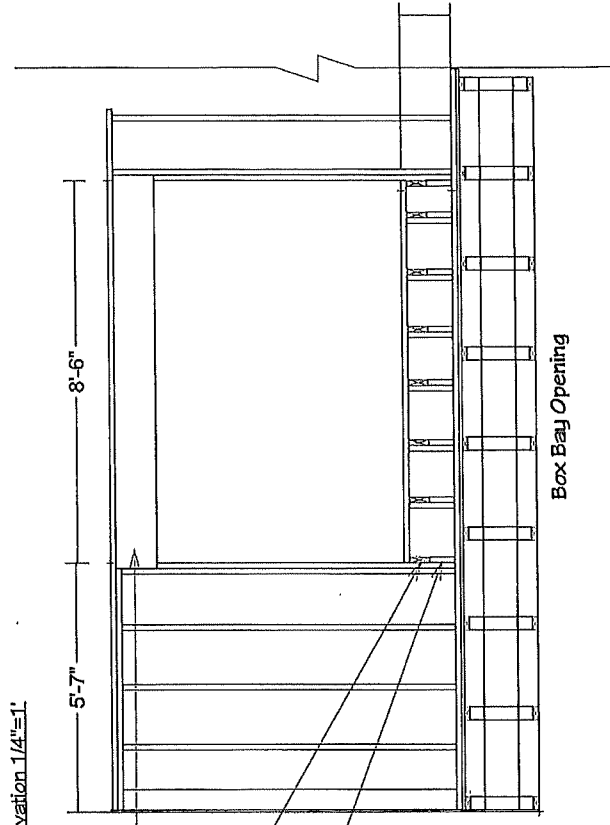
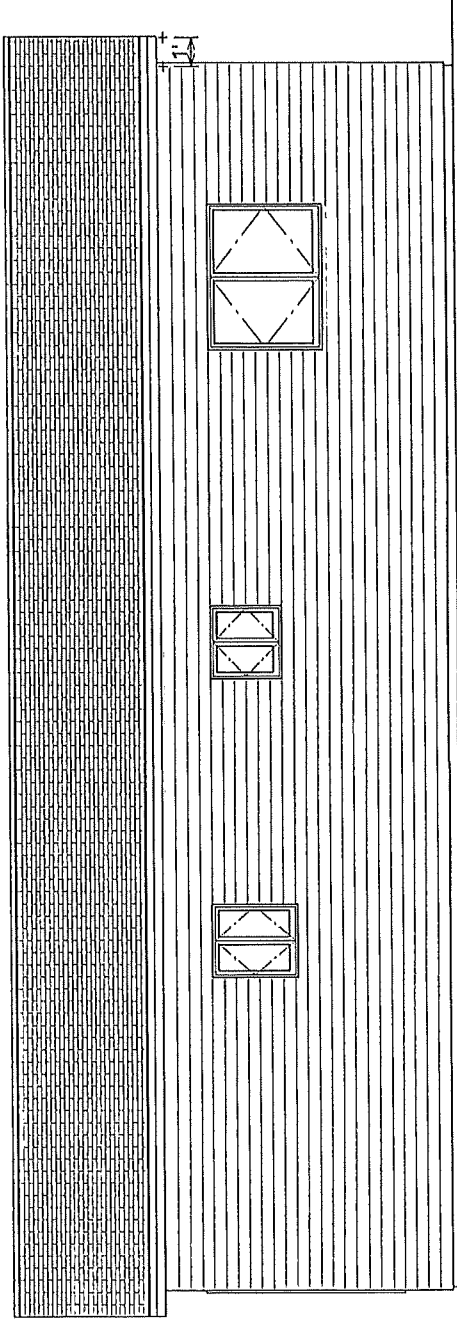
Window Schedule		
Type	R.O. Size	Style
A	60"x48"	Casement
B	30"x36"	Casement
C	30"x30"	Casement
D	72"x60"	Triple Casement

Door Schedule			
Type	Size	R.O. Size	Style
A	3'-0"x6'-8"	38 1/2"x82 1/2"	Ins. Steel w/ Lite
B	3'-0"x6'-8"	38 1/2"x82 1/2"	Ins Steel
C	2'-0"x6'-8"	26"x82 1/2"	Wood Passage
D	3'-0"x6'-8"	38 1/2"x82 1/2"	Wood Passage
E	4'-0"x6'-8"	50 1/2"x82 1/2"	Wood Bifold
F	2'-6"x6'-8"	32"x82 1/2"	Wood Passage
G	5'-0"x6'-8"	62 1/2"x82 1/2"	Wood Bifold



Left Elevation 1/4"=1'

Governor's House 2-Bedroom
Door Right (standard)

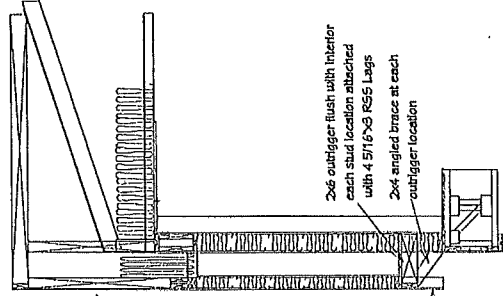


Rear Elevation 1/4"=1'

Pb1. 2x12 Header at opening

2x6 Outriggers at each stud location Attach flush to interior stud, screwed with 4 -5/16x3" RSS Lags

2x6 Blocking under each outigger cont to floor



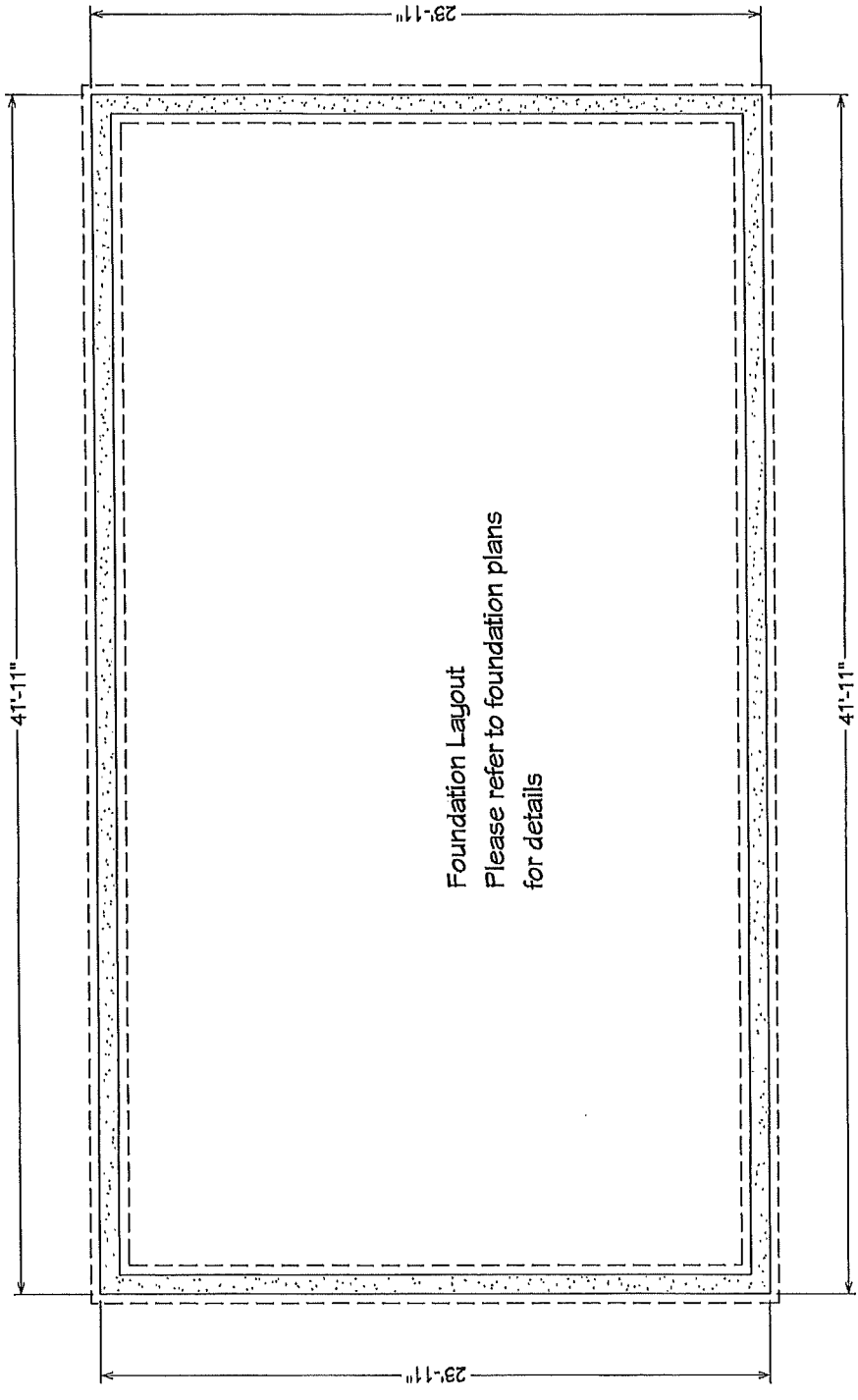
144" False Single Slope Gable wall, Hand-Framed, to match existing 18" O.H.

2x6 outigger flush with interior each stud location attached with 4 5/16x3 RSS Lags

2x4 angled brace at each outigger location

2x6 Bay outigger R-21 F.6 Batts, entire Solid Aluminum Soffit

Governor's House 2-Bedroom Door Right (standard)



Foundation Layout
Please refer to foundation plans
for details

Governor's House 2-Bedroom
Door Right (standard)

STAFF REPORT

MUNICIPALITY: Town of Hermosa, 230 Main Street, Hermosa, SD 57744
PROJECT: Pulis Construction
835 Marie Street, Lot 14, Hermosa Hills Subdivision
Hermosa, SD
DATE: December 22, 2021
PERMIT NUMBER: 2021-44
REPORTED BY: Leah M. Berg, P.E.

ITEMS:

Conditions:

The site is located on the south side of Marie Street, west of Walter Street, Hermosa Hills Subdivision.

Flood Plain:

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

Zoning: Zoning is R-1 and single family is a permitted use.

Water and Sewer service:

Existing water and sewer service has been stubbed to the lot and have been verified through the pre-inspection process as noted on the attached form completed 12/8/21.

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

Setbacks:

For R-1 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, but the structure shown on the attached site plan appears to not match the setbacks noted. Front and rear setbacks are indicated to be 25' each on the site plan and are reported as different amounts on the application. 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 4'x6' deck on the project and a possible second isn't mentioned. Location(s) are unknown but are assumed to be at each of the two entrances of the main structure, on the south and east sides of the main structures. It is assumed that neither will interfere with the front and side setbacks.

The total square footage of project provided on the application does not include deck(s), garage, or driveway. The lot coverage is less than 40% after accounting for these features – OK

Application has a location to indicate how much area is expected to be disturbed by proposed work in terms of acreage, however this was left blank. Contractor will need to verify this total amount.

Access:

Access will be from Marie Street by a 22' wide concrete driveway. The driveway culvert already installed is an 18" Corrugated Metal Pipe culvert.

Foundation:

The permit indicates a standard footing and foundation wall, 8 inches thick, 8" x 24" footing at 42-inch depth.

- The contractor is responsible for sizing the footing, foundation wall and any reinforcing required. No soils information is provided. The contractor is responsible for verification of soil bearing pressures for the foundation.

Radon Testing: Not applicable.

It is not a requirement of the Town's ordinances, however, one of the homes in Hermosa Hills has tested and found radon. It is highly recommended that radon testing be conducted, and radon mitigation be done during construction if needed.

Comments:

1. Contractor to verify the existing utility service location will properly service the home.
2. Contractor indicates wattles will be used to control erosion. Site drainage must be maintained. All disturbances shall be stabilized by seeding or planting within 30 days of completion of construction unless otherwise first approved by the governing body. (Subdivision Design Standards § 154.35 (C)) Wattles must be provided to ensure no sediment is transferred off the construction site until turf has been established.
3. No structural evaluation was completed as part of this review.

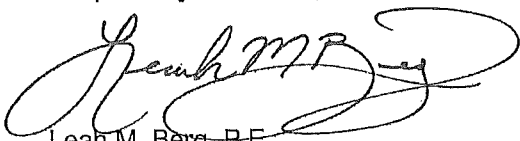
Recommendations – Permit 2021-44:

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 with 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\12-28-21 Meeting P&Z\2021-33 835 Marie

Town of Hermosa

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

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

Email: town@hermoasd.com

Is Property In the Flood Plain? Yes No Zoning District R1

IF YES – YOU NEED A FLOODPLAIN DEVELOPMENT PERMIT

DIGGING/GRADING PERMIT

DATE 12/8/2021

PERMIT # 2021-44

Receipt #	Cash	Check #	Amount <u>3500</u>
-----------	------	---------	--------------------

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 835 Marie St.
 If yes, have ordinance requirements been met? Yes No Lot 14
 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: 250 Cubic Yards Area to be disturbed by proposed work: .24 acres

Identify types of erosion control to be applied: Waffle

Source/Destination of materials: on site

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 Pulis Construction
 Lot Address 835 Marie
 Mailing Address 5870 Doubletree Rd
 Email 67+pulis@gmail.com
 Legal Description Lot 14 Hermosa Hills
 Telephone # Cellphone # 390-7533
 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 Trent C. Pulis Date 12/8/2021

Parcel # D15183 OFFICE USE ONLY

PLANNING AND ZONING COMMISSION	
<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
NAME: _____	
TITLE: _____	
SIGNATURE: _____	
DATE: _____	
APPLICATION FEE: <u>\$95.00</u> DATE PAID: _____	

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

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

DATE 12/8/2021

PERMIT # 2021-44

Receipt # _____ Cash _____ Check # _____ Amount 5000

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

Is Property in the Flood Plain? _____ Yes No Zoning District R1

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

APPLICATION SUBMITTED BY:

Property Owner Name(s) _____

Mailing Address 5670 Doubletree Road

City Rapid City State SD Zip 57702

Email 67tpulis@gmail.com

Phone # Home _____ Cell 390-7533 Work _____

LEGAL DESCRIPTION

Subdivision name: Hermosa Hills Lot # 14 Block _____ Lot Size _____

Zoning District R-1 Is this property in the Flood Plain? Yes _____ No _____

Building address: 835 Marie Street

CLASS OF WORK TO BE DONE

New structure Demolition _____ Remodel _____ Addition _____

Residential: Single Family Accessory _____ Multi-Family _____

Proposed Use Building: Governor House

Building Area (Sq. Ft.): 1008 Height: 15' # of Units _____

No. of Stories: 1 No. of Bathrooms: 1 Deck: 4x6 Deck Area (Sq. Ft.): _____

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

Front 20

Parcel # D15183
OFFICE USE ONLY

Not shown on location

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 15
Sides 10

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

TYPE OF CONSTRUCTION

Wood _____ Concrete Block _____ Brick _____ Modular _____ Other _____

FOUNDATION

Thickness of Foundation 8" Thickness of footings 8" Width of Footings 24" Depth 42"
Pier Foundation System: _____ Diameter of pier _____ Spacing of pier _____

CONTRACTOR INFORMATION

Contractors must all be registered with the Town of Hermosa

General Contractor
(Project POC/responsible party): Pulis Construction Phone: 390-7533

Structural Contractor: _____ Phone: _____

Electrical Contractor: Mick's Electric Phone: 348-2335

Plumbing Contractor: _____ Phone: _____

Heat/Mechanical Contractor: _____ Phone: _____

Excavation Contractor: Pulis Construction Phone: 605-390-7533

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

Does the building have a Historical Designation: Yes _____ No

Current utilities on site: Gas _____ Water Electricity Municipal Sewer Septic _____

Proposed utilities: _____

Describe Work: Moving in Governor House and attach garage
per plot plan

TOTAL COST ESTIMATE OF IMPROVEMENTS: \$ 125,000

TOTAL SQUARE FOOTAGE OF PROJECT: 1008

Driveway - 400sq ft
Garage 484

Home Only,
Garage and
driveway missing

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.

Tom O. Pulis
Signature(s) of Owner(s) (If Owner Bullder)

12/8/2021
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 St. Hermosa, SD

605-255-4291

Email: town@hermosasd.com

Pre-Inspection Form

To be retained in permanent file

Customer Name	Permit #	Date
Pulis Construction	2021-44	12-8-2021

Site Address	Parcel #
835 Marie - Lot 14	015183

MUST MEET ALL PERMIT REQUIREMENTS

Inspection

1. Walked site yes
2. Lot measurement 93 x 115'
3. Lot usage Res (40%)
4. Suitability of lot for proposed construction yes
 - A. Fill needed NO
 - B. Excavation/Trenching needed yes
5. Utilities properly located on lot yes
6. Check for any easements yes
7. Check for Pins or Survey yes
8. Drainage OK

Inspection Notes

See inspection

Inspectors Signature
Christina

Date
12-8-21

015391

015403

015179

015170

015177

015176

015175

MARIE S

015181

015182

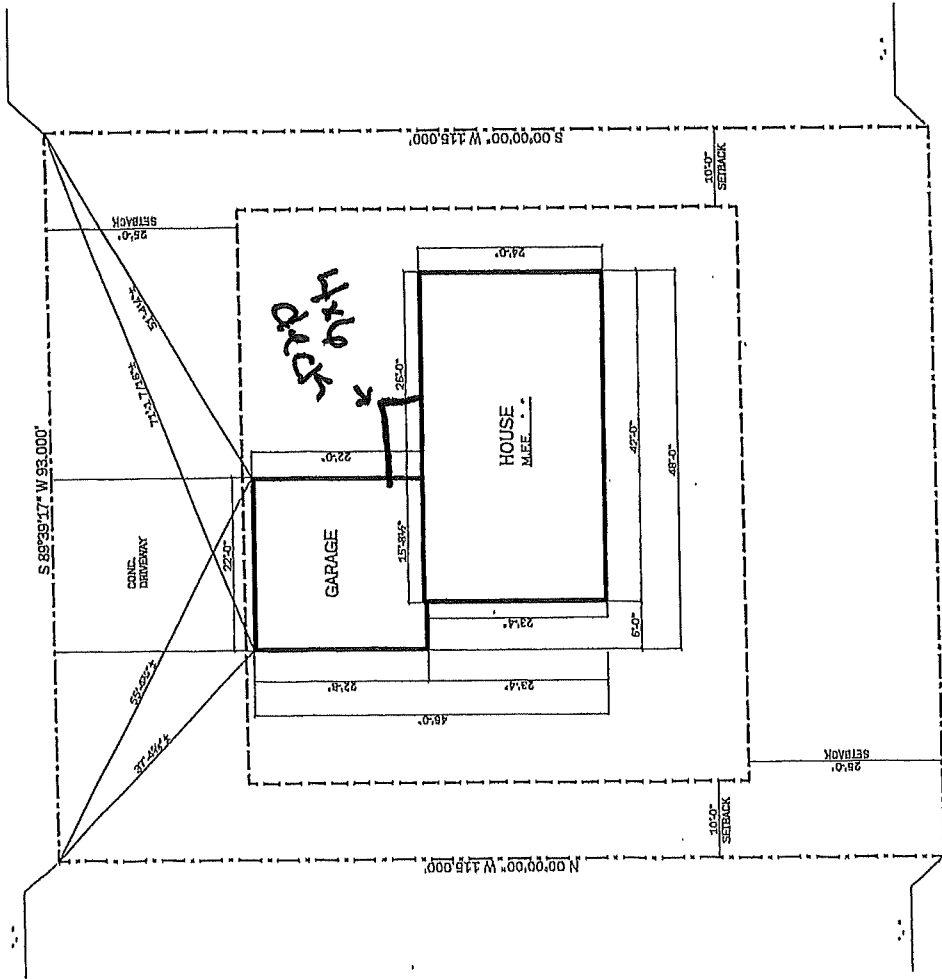
015183

015184

015185

0151

MARIE STREET



PLOT PLAN

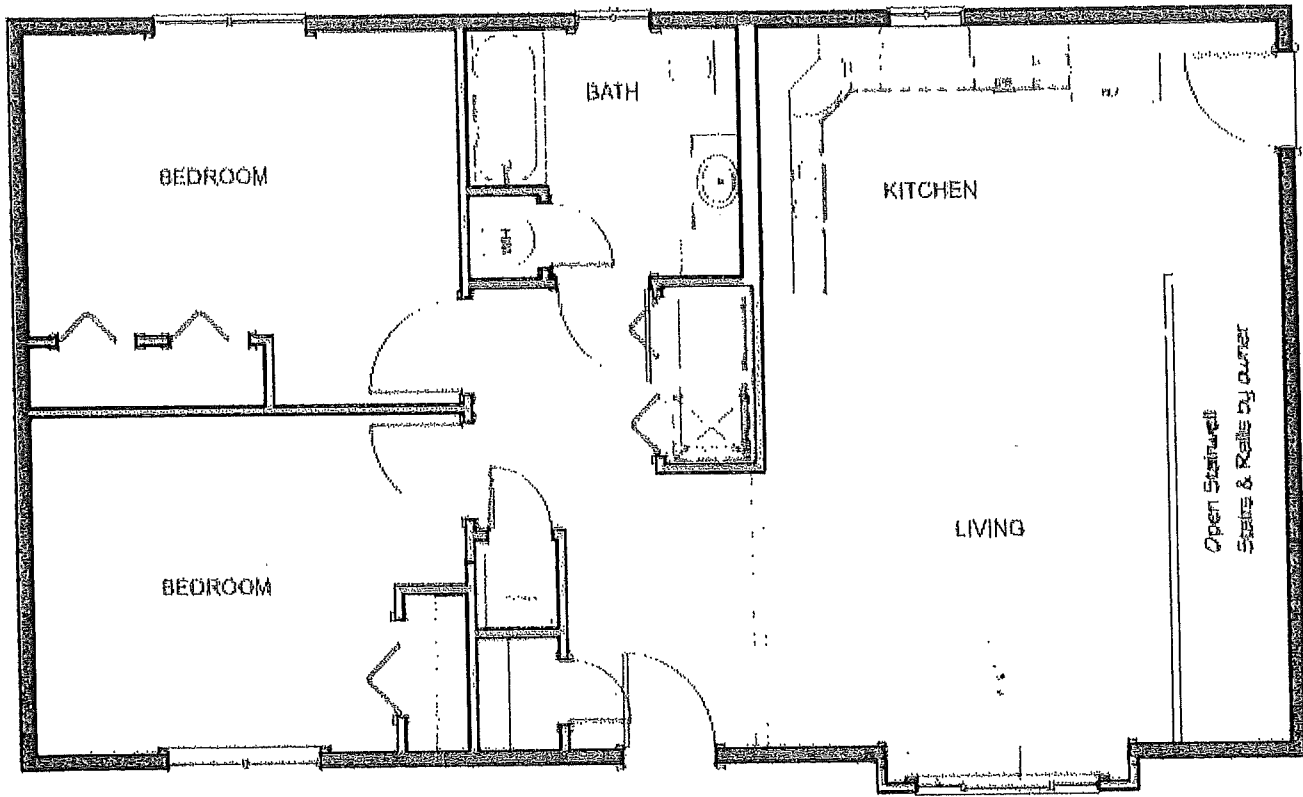
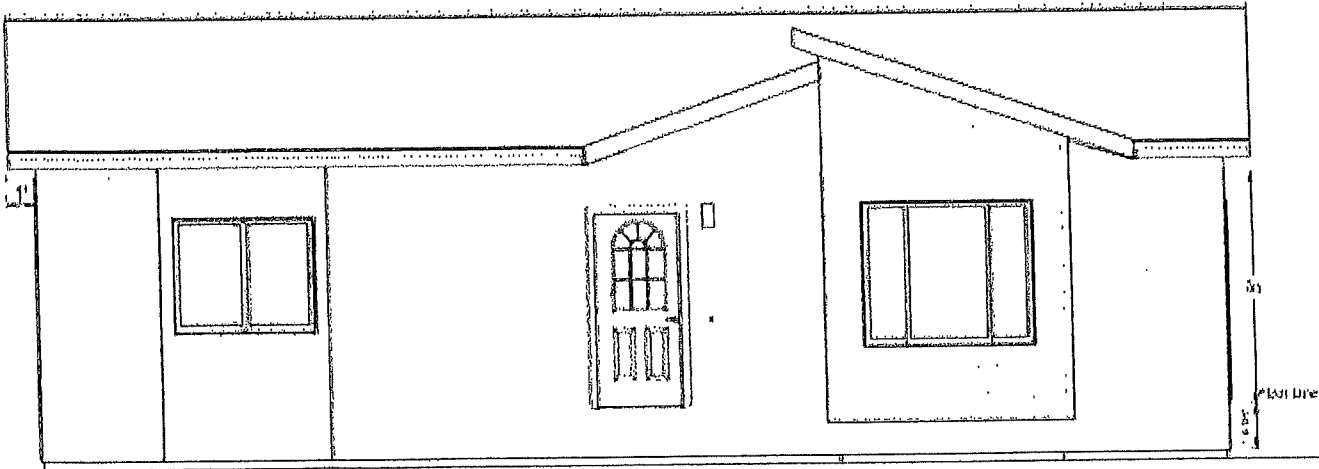
FOR LOT 14
 HERMOSA HILLS ADDITION
 CUSTER COUNTY
 SOUTH DAKOTA
 SCALE: 1" = 20'

WHILE EVERY ATTEMPT HAS BEEN MADE
 IN THE PREPARATION OF THESE PLANS TO
 AVOID MISTAKES, THE DRAFTSMAN CANNOT
 GUARANTEE AGAINST HUMAN ERROR. THE
 CONTRACTOR ON THE JOB MUST CHECK
 ALL DIMENSIONS AND OTHER DETAILS
 AND BE RESPONSIBLE FOR THE SAME.

11/18/21

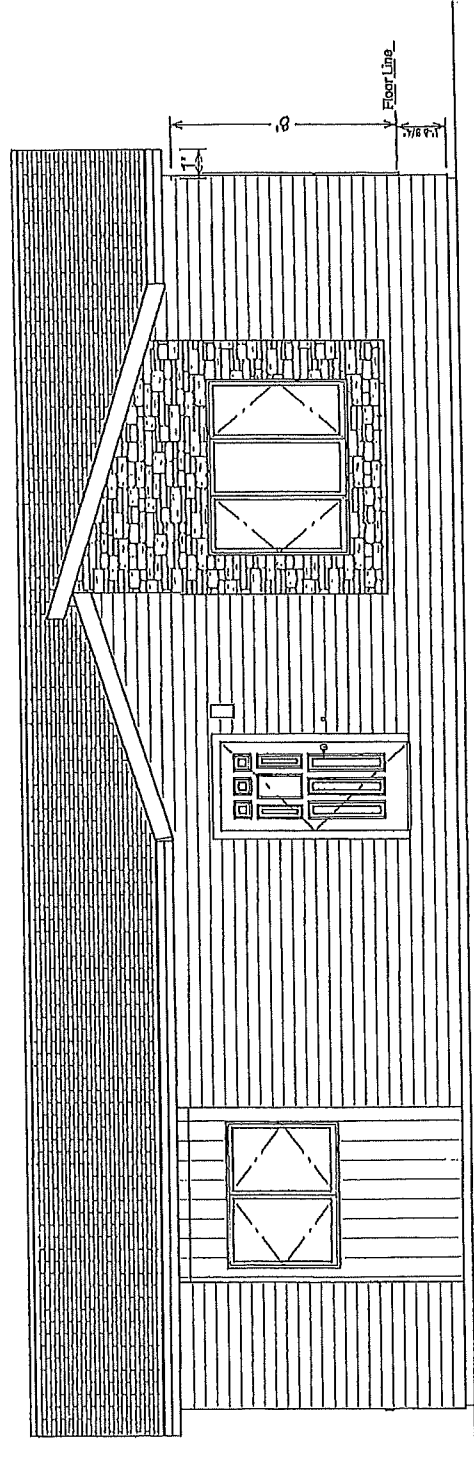
VERIFY W/ G.C. OR OWNER ON LOCATION OF HOUSE
 ON SITE. GENERAL CONTRACTOR TO VERIFY ALL SETBACKS
 PRIOR TO START OF PROJECT. BUILDERS FIRST SOURCE SITE PLAN
 IS INTENDED FOR PERMITS ONLY. IT IS RECOMMENDED THAT
 THE HOUSE BE PLACED ON THE LOT BY A REGISTERED LAND SURVEYOR

Two-Bedroom Plan with the door to the driveway on the right side of the house.



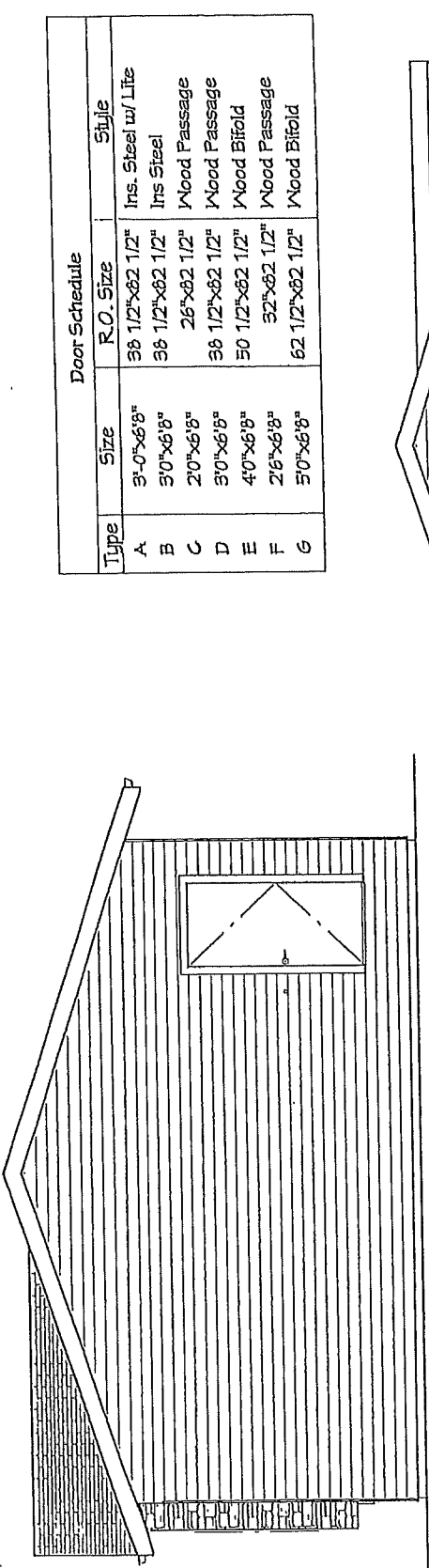
[Download PDF](#)

Reverse Floor Plan = Lot Kf



Front Elevation 1/4"=1'

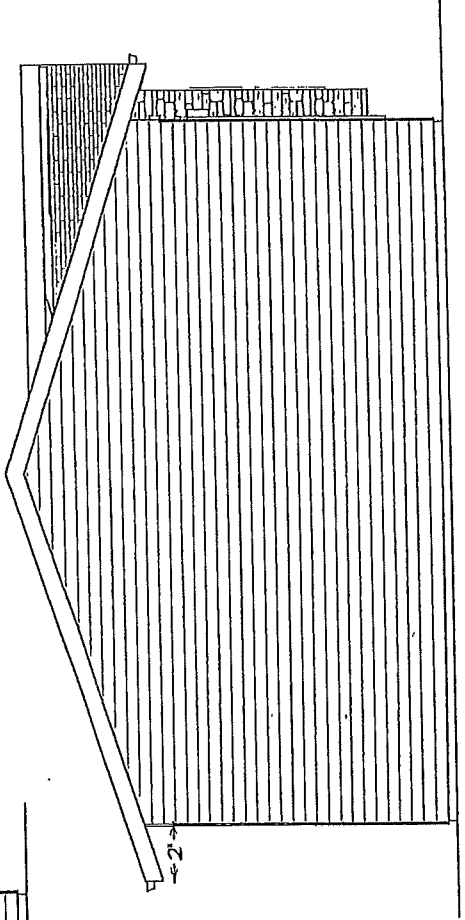
Governor's House 2-Bedroom Door Right (standard)



Right Elevation 1/4"=1'

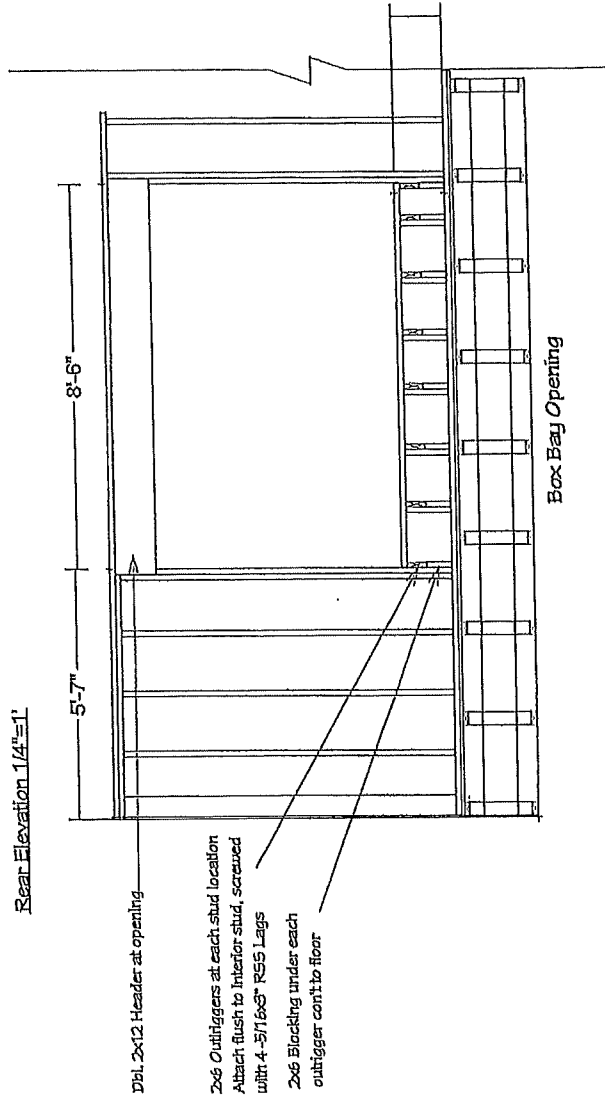
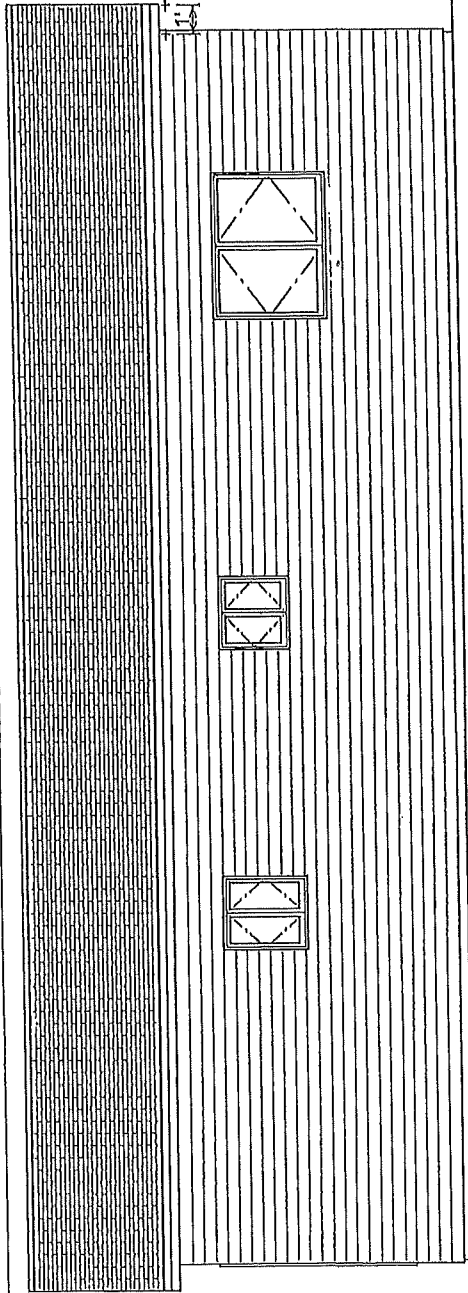
Window Schedule		
Type	R.O. Size	Style
A	60"x48"	Casement
B	30"x36"	Casement
C	30"x30"	Casement
D	72"x60"	Triple Casement

Door Schedule			
Type	Size	R.O. Size	Style
A	3'-0"x6'-8"	38 1/2"x82 1/2"	Ins. Steel w/ Lite
B	3'-0"x6'-8"	38 1/2"x82 1/2"	Ins Steel
C	2'-0"x6'-8"	26"x82 1/2"	Wood Passage
D	3'-0"x6'-8"	38 1/2"x82 1/2"	Wood Passage
E	4'-0"x6'-8"	50 1/2"x82 1/2"	Wood Bifold
F	2'-6"x6'-8"	32"x82 1/2"	Wood Passage
G	3'-0"x6'-8"	62 1/2"x82 1/2"	Wood Bifold



Left Elevation 1/4"=1'

**Governor's House 2-Bedroom
Door Right (standard)**



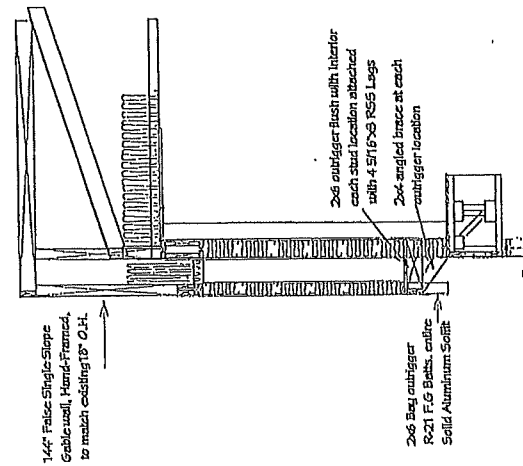
Rear Elevation 1/4"=1'

2x12 Header at opening

2x6 Outriggers at each stud location Attach flush to interior stud, screwed with 4 - 3/16x3" RSS Lags

2x6 Blocking under each outripper cont to floor

Box Bay Opening



1 1/2" False Single-Slope Gable wall, Hand-Framed, to match existing 18" O.H.

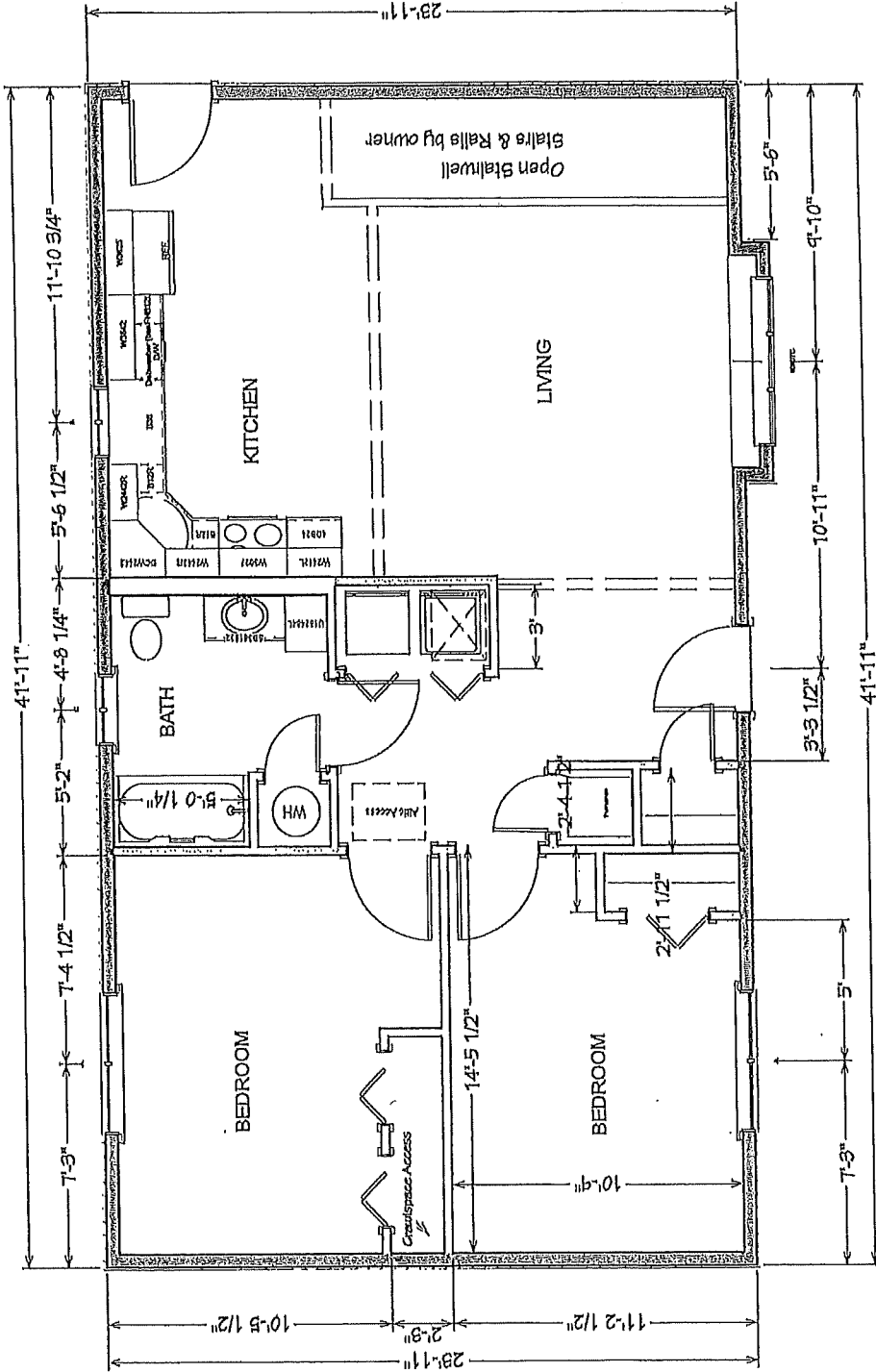
2x6 outripper flush with interior each stud location attached with 4 - 5/16x3 RSS Lags

2x4 angled brace at each outripper location

2x6 Bay outripper R221 F16 Batts, entire Solid Aluminum Slott

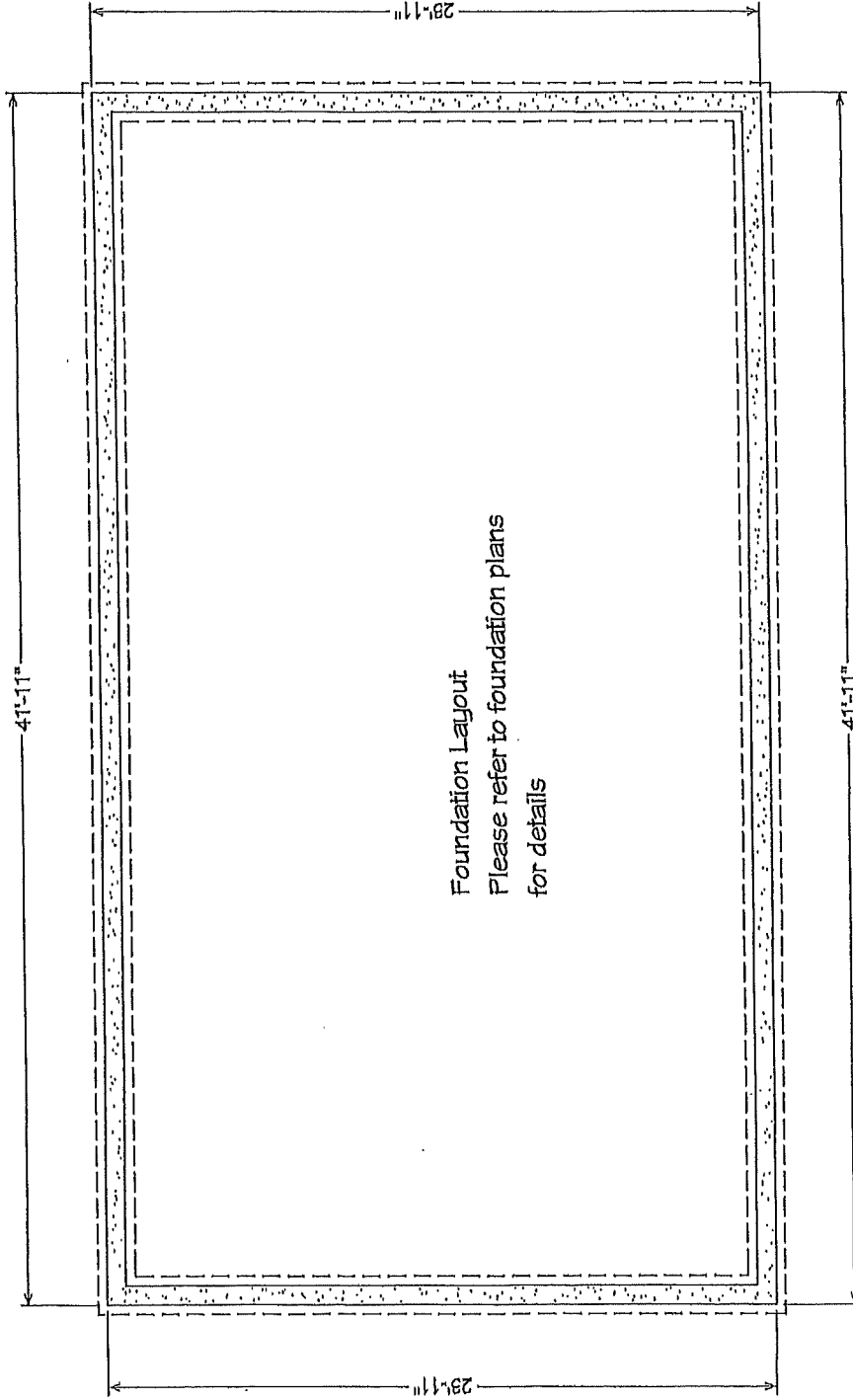
Box Bay Section

Governor's House 2-Bedroom Door Right (standard)



Dimensions are Framing Dimension
 Verify surface dimension upon ordering
 1/4" = 1'

Governor's House 2-Bedroom
 Door Right (standard)



Foundation Layout
 Please refer to foundation plans
 for details

Governor's House 2-Bedroom
 Door Right (standard)



FORM E

South Dakota Medical Cannabis Program
LOCAL GOVERNMENT COMPLIANCE CERTIFICATION

The purpose of this form is to collect the necessary information from applicants who seek a medical cannabis establishment registration certificate pursuant to ARSD 44:90:03:10 and ARSD 44:90:03:11

SECTION I. Establishment Information

Please provide the following information for the prospective medical cannabis establishment. For each establishment you are certifying within your jurisdiction, please provide a separate local government compliance certification form.

Form with fields: Legal Business Name (Heartland Health Concepts), Type of Establishment(s) (Dispensary checked), Establishment Physical Address (300 E. main st. Lot C), Apartment or Suite # (Lot C), City (Hermosa), County (Custer), State (SD), ZIP Code (57744)

SECTION II. Ordinance Compliance

- 1. Are there Ordinances limiting the number of medical cannabis establishments within the jurisdiction? Yes (checked)
2. How many of each establishment type are allowed by ordinance in the jurisdiction? Dispensary: 2
3. When was the effective date for this ordinance?
4. Are there Zoning ordinances in effect relating to medical cannabis establishments? Yes (checked)
5. Is the proposed location in compliance with zoning ordinances pertaining to medical cannabis? Yes (checked)
6. Does the jurisdiction require the applicant to obtain any local permits, licenses, or registrations pertaining to medical cannabis? Yes (checked)
7. Has the applicant obtained the required local permits, licenses, or registrations pertaining to medical cannabis? No (checked)

SECTION III. Attachments

Please attach all ordinances related to medical cannabis with this form. If submitting multiple local government compliance certification forms, only attach local ordinances once.

SECTION IV. Certification

I certify that the above-mentioned medical cannabis establishment meets all applicable jurisdiction requirements.

Full Name (Printed)	Title	Jurisdiction
Full Name (Signature)		Date

**Application for Cannabis Establishment License
Town of Hermosa, Custer County
State of South Dakota**

Application for license to engage in the business of:

- Cannabis Cultivation
- Cannabis Manufacturing
- Cannabis Testing
- Cannabis Dispensary

If applying for more than one license, a separate application is required for each type of license.

If issued the license is valid for the calendar year in which it is approved.

Application fees and licensing fees are not prorated for partial year usage of the license.

Check the following as applicable and provide payment to the Town of Hermosa:

- New Application: \$5000 (\$2,500 is non-refundable if application is denied for any reason)
- Renewal Application: \$5000 (\$2,500 is non-refundable if application is denied for any reason)

Applicant/ Licensee Information:

Jeff & Jennie Haas
Name

300 E. main st. Lot 62 Hermosa SD 57744
Address City/State Zip Code

605-786-7475 jenniehaas@gmail.com
Telephone Number Email address

Heartland Health Concepts
Trade Name (or DBA) of business if different from above:

Check the applicable business type:

- Individual/ Sole Proprietor Corporation Partnership Limited Liability Company
- Other _____ (describe)

If not applying as an individual, attach a current copy of the Annual Report as filed with the Secretary of State of South Dakota.

South Dakota Sales Tax Number _____ (attach a copy of certificate) - Pending

State of South Dakota Cannabis Registration Number _____ (attach a copy of certificate)

Premises Information

Address of Cannabis Establishment _____

Business phone # 605-430-4745

Property where the cannabis establishment license is to be issued is:

Owned by licensee

Leased by licensee

If leased, your signature on this application indicates that you are authorized by the property owner to operate a cannabis establishment at the premises address provided in this application.

Is the property line of this establishment located within 1,000 feet from schools, 500 ft from churches, 500 feet from daycares, 500 feet from libraries? yes no

Will there be new construction of a building or the alteration of an existing structure to meet state requirements for the cannabis establishment? yes no

If yes, please explain:

Attach a copy of proposed site plan and floor plans as applicable, drawn to scale, and showing proposed usage of all parts of the property and building. **NOTE:** Issuance of a cannabis establishment license does not eliminate the need for any other applicable plan review or building permit.

Name: _____ Title: _____

Phone: _____ E-mail: _____

List of Owners, Members, Managers, Shareholders, Principal Officers, Board Members:
(Attach separate page for more)

Name: Jennie Haas Date of Birth: 6-29-84

Address: 300 E main st # 62 Hermosa SD 57744

Street

City

State

Zip Code

SD

50%

State of Residency

Percentage of business owned

Name: Jeff Haas Date of Birth: 4-19-83

Address: 300 E. main st # 62 Hermosa SD 57744

Street

City

State

Zip Code

SD

50%

State of Residency

Percentage of business owned

Name: _____ Date of Birth: _____

Address: _____

Street

City

State

Zip Code

State of Residency

Percentage of business owned

Name: _____ Date of Birth: _____

Address: _____

Street

City

State

Zip Code

State of Residency

Percentage of business owned

List of Employees: (attach separate page for more)

Name: _____ Date of Birth: _____

Address: _____

Street

City

State

Zip Code

Name: _____ Date of Birth: _____

Address: _____
Street City State Zip Code

Name: _____ Date of Birth: _____

Address: _____
Street City State Zip Code

Name: _____ Date of Birth: _____

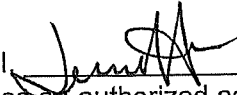
Address: _____
Street City State Zip Code

Name: _____ Date of Birth: _____

Address: _____
Street City State Zip Code

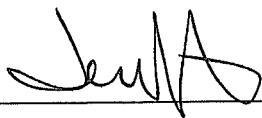
Every owner, LLC member or manager, shareholder, principal officer, board member, and employee must complete a Background Investigation form (attached at the end of this application form) and submit a photocopy of his or her driver's license or government ID. This must be supplemented each time an additional employee is hired.

Affirmation and Consent

 _____ (printed name), as the applicant or as an authorized agent, officer, owner, or manager for the applicant, declare under the penalty of perjury and under penalty for offering a false instrument for recording that this entire application, statements, and attachments are true, correct, and complete to the best of my knowledge. I further declare and consent that:

1. This statement is executed with the knowledge that misrepresentation or failure to reveal information requested may be deemed sufficient cause for the denial of this license application or subsequent suspension or revocation of an issued license by the Town of Hermosa (initial here) JM;
2. I consent to any background investigation necessary to determine my present and continuing eligibility and that consent continues for as long as I hold a Cannabis Establishment License (initial here) JM;
3. I understand and acknowledge that the Town of Hermosa and the State of South Dakota may request other information from me in connection with this application. Failure to provide the requested information may result in denial of this application (initial here) JM;
4. I understand this license shall not be transferable to any other person, business entity, or location and is not a property right (initial here) JM;
5. I understand that the Cannabis Establishment must always maintain legal possession of the licensed premises (initial here) JM;
6. I understand that the entire premises shall be subject to inspections by relevant authorities at all operational hours and other times of apparent activity (initial here) JM;
7. I hereby state that I have read SDCL Chap. 34-20G, all applicable State rules and regulations, and Town of Hermosa Ordinances Chapter 95, regarding Cannabis Establishment licensing rules and regulations, and I understand the contents thereof and agree to be bound by them in all respects, expressly including the waiver of liability, release of claims, and indemnification of the Town of Hermosa (initial here) JM;
8. I understand that any Cannabis Establishment license issued by the Town of Hermosa is provisional, conditional, and must be annually renewed by application submitted no less than thirty (30) days prior to the expiration date, unless earlier revoked or surrendered (initial here) JM.

I have completed all the above information and understand my responsibilities as a Cannabis Establishment applicant or authorized agent, officer, owner, or manager of the applicant or license holder. I further understand that failure to comply with any law, regulations, or provisions of this affirmation may be grounds for disciplinary action including, but not limited to, the suspension or revocation of the license.

 <hr style="border: 0; border-top: 1px solid black; margin: 0;"/>	<u>owner</u> <hr style="border: 0; border-top: 1px solid black; margin: 0;"/>	<u>12-1-2021</u> <hr style="border: 0; border-top: 1px solid black; margin: 0;"/>
Signature	Title	Date

INSTRUCTIONS

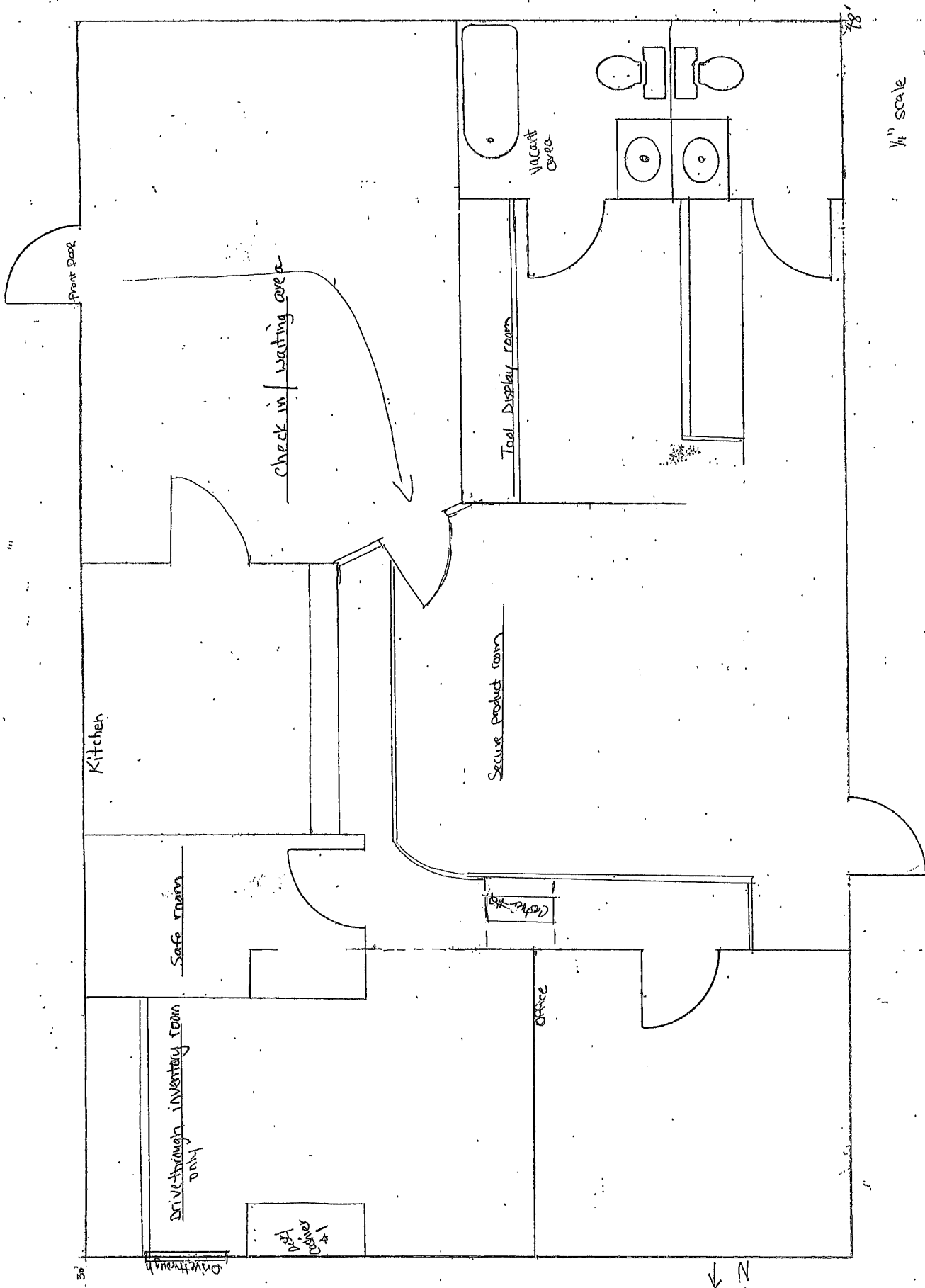
File this application form along with the required attachments and application license fee to the Town Finance Officer, PO Box 298, Hermosa SD 57744 or hand deliver to Hermosa Town Hall, located at 230 Main Street, Hermosa, South Dakota
Call 605-255-4291 for questions.

Application Checklist:

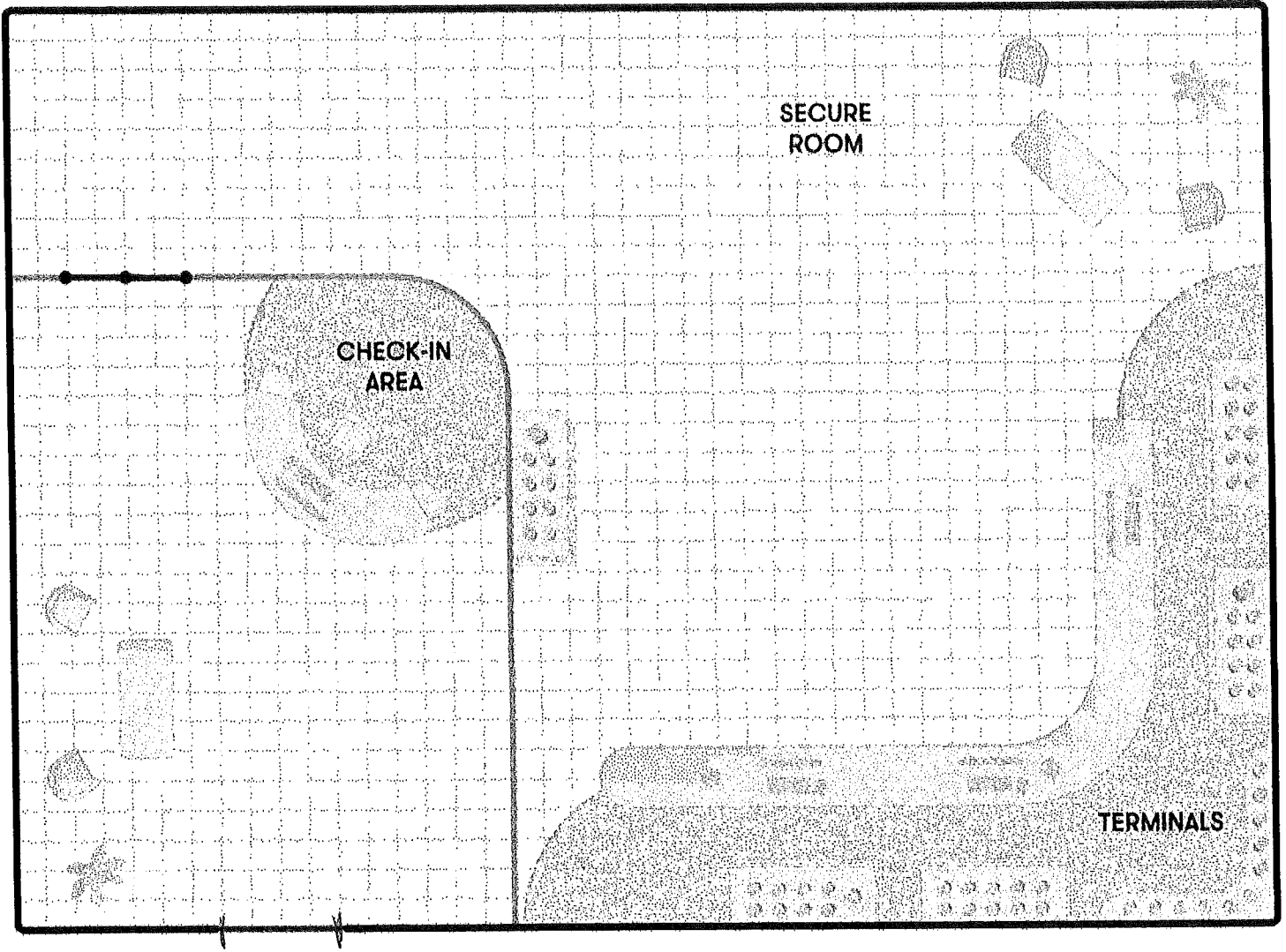
- Application form is complete and signed
- Application fee or renewal fee, as applicable
- Copy of Annual Report filed with Secretary of State (if not applying as an individual)
- Copy of South Dakota sales tax license
- Copy of South Dakota cannabis registration certificate - *Not available until town approval*
- Site plan and/or floor plan drawings
- Background Investigation Forms for all required personnel *Town?*

For Finance Office Use Only:

Date application received: 12-23-21 Fee Paid \$ 5000⁰⁰- Receipt No. 781172



1/4" scale



BACKGROUND INVESTIGATION

TO BE COMPLETED BY EACH OWNER, SHAREHOLDER, LLC MEMBER AND MANAGER, PRINCIPAL OFFICER, BOARD MEMBER, AND EMPLOYEE. Submit page 1 and 2.

Name of Individual (please print):	Jennie Haas
Trade Name of Establishment: (from part 1 of application form)	Heartland Health Concepts
Address of Establishment: (from part 1 of application form)	300 E. main st. Lot C Hermosa SD 57744

Notice: This Background Investigation Form is an official document. If you provide false information on this Form and/or do not disclose all information the application asks, your license is subject to denial or revocation. The Town of Hermosa will conduct a complete background investigation and will check all sources of information.

1. Have you ever been convicted of a violent crime that was classified as a felony in the jurisdiction in which you were convicted?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
2. Have you held a cannabis establishment license or cannabis registration certificate that was: revoked by the Town of Hermosa in the last 24 months? (city-issued license)	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
revoked by the State of South Dakota in the last 24 months?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
3. Are you under the age of twenty-one?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
STOP! If YES to any of 1 through 3, you are prohibited from being an owner or employee of a cannabis establishment in Hermosa.	
4. Do you have any pending criminal charges other than traffic or moving violations?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
5. If YES to 4, please attach a separate sheet describing in detail the facts and circumstances of each charge or conviction.	


Personal Information: Unless otherwise provided by law, the personal information required is solely for identification purposes and will be treated as confidential.

Full Legal Name (first, middle, last): Jennie Lee Haas	Primary Phone Number: 605-786-7475	Alternate Phone Number:
List any other names you have used: Jennie Lee Geyer		
Current residential address: 300 E. main st. Lot # 62, Hermosa SD 57744		
Mailing address if different from above: PO Box 455, Hermosa SD 57744		
Any other states in which you have resided: W.V.		
Email address: Jennichaas@gmail.com		
Do you have a current driver license? Attach copy. <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes license # _____ State of driver license _____	Date of Birth: 06-29-1984	Social Security Number: 504-04-5219


I hereby authorize a comprehensive background check and release the Town of Hermosa, its employees, contractors, volunteers, and elected officials from any liability or damage, which may result from furnishing the information requested.

Signature:  Title: owner

Date: 12-1-21

South Dakota DRIVER LICENSE 


USA SD



4a LIC. NO. ~~00000000~~ 4a ISS ~~00000000~~
 3 DOB ~~00000000~~ 4b EXP ~~00000000~~
 1 HAAS
 2 JEFFREY RUSSELL
 8 ~~000000000000~~
 HERMOSA, SD 57744-5424
 9 CLASS 1 ~~00000000~~
 12 ~~000000000000~~
 17 WGT ~~0000~~
 5 ID 00845736202104270004100
 WCDNR

South Dakota DRIVER LICENSE 

USA SD



4a LIC. NO. ~~00000000~~ 4a ISS ~~00000000~~
 3 DOB ~~00000000~~ 4b EXP ~~00000000~~
 1 HAAS
 2 JENNIE LEE
 8 ~~000000000000~~
 HERMOSA, SD 57744-5424
 9 CLASS ~~00000000~~
 12 ~~000000000000~~
 17 WGT ~~0000~~
 5 ID 00153764204002281057171
 WCDNR

State of South Dakota

Office of the Secretary of State

Certificate of Organization

Domestic Limited Liability Company

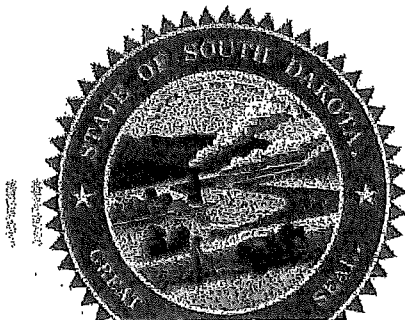
I, Steve Barnett, Secretary of State of the State of South Dakota, hereby certify that the Articles of Organization for

Heartland Health Concepts LLC

BUSINESS ID# DL216057

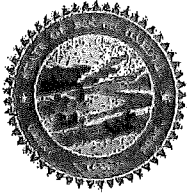
with an effective date of: December 8, 2021, duly signed and verified, pursuant to the provisions of the South Dakota Limited Liability Company Act, has been received in this office and is found to conform to law.

ACCORDINGLY, and by virtue of the authority vested in me by law, I hereby issue this Certificate of Organization and attach hereto a duplicate of the Articles of Organization.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the State of South Dakota, in Pierre, the Capital City, this day, December 8, 2021.

Steve Barnett



OFFICE OF THE SECRETARY OF STATE
STEVEN J. BARNETT, SECRETARY OF STATE
JASON LUTZ, DEPUTY SECRETARY OF STATE

Heartland Health Concepts LLC
 PO BOX 455
 HERMOSA, SD 57744

December 8, 2021

Filing Acknowledgment

Please review the filing information below and notify our office immediately of any discrepancies.

Business ID:	DL216057		
Filing Type:	Limited Liability Company - Domestic		
Filing Date:	12/08/2021		
Status:	Good Standing	Annual Report Due:	12/01/2022
Duration Term:	Perpetual		
Managed By:	Member-Managed		

Registered Agent Address:

Jennie Lee Haas
 300 E MAIN STREET LOT 62
 HERMOSA, SD 57744
 (605) 786-7475
 jennehaas@gmail.com

Principal Address:

300 E MAIN STREET LOT C
 HERMOSA, SD 57744

Congratulations on the successful filing of your Articles of Organization for Heartland Health Concepts LLC in the State of South Dakota which is effective on the date shown above.

You must file an Annual Report with this office on or before the Annual Report Due Date noted above and maintain an active South Dakota Registered Office and Registered Agent. Failure to do so will subject the business to Administrative Dissolution/Revocation.

Steve Barnett

Steve Barnett
 Secretary of State
 State of South Dakota

500 EAST CAPITOL AVENUE, PIERRE, SD 57501-5070 | TELEPHONE: (605) 773-3537 | FAX: (605) 773-6580

WWW.SDSOS.GOV | SDSOS@STATE.SD.US



RegistrationAck...



STATE OF SOUTH DAKOTA
Doing Business As (DBA)
Fictitious Business Name Registration

Hearland Health Concepts LLC
ID: UB218056

The address where the main office of the above listed business is to be maintained:

Physical Address:
300 E MAIN STREET LOT C
HERMOSA, SD 57744

Mailing Address:
300 E MAIN STREET LOT C
HERMOSA, SD 57744

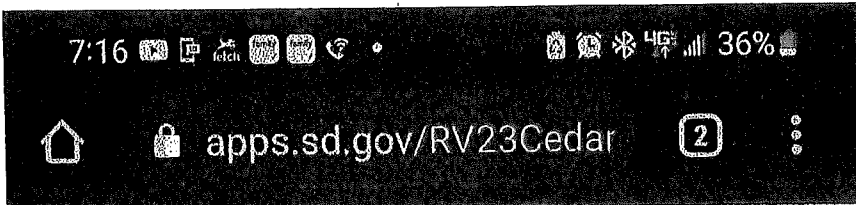
The owners of the above listed business are:

Name	Address
Jennie Lee Haas	Physical: 300 e main Street lot B2 B2, Hermosa, SD 57744, USA Mailing: Po box 465, Hermosa, SD 57744, USA
Jeff Haas	Physical: 300 e main Street lot B2, B2, Hermosa, SD 57744, USA Mailing: Po box 465, Hermosa, SD 57744, USA

The DBA/Fictitious Business Name registered above has a filing date of December 8, 2021, and is effective for a term of 5 years and will expire on December 8, 2026.

Steve Barnett
SD Secretary of State





South Dakota Department of Revenue, 445 East Capitol Avenue | Pierre, SD 57501 | Phone: (800) 829-9188 [About Us](#)

South Dakota Tax Application

Your confirmation number is: 281169

Application Complete

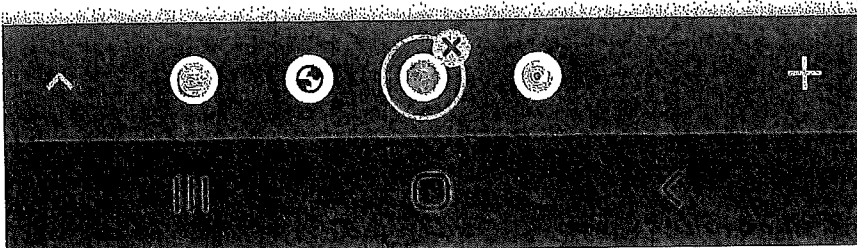
Congratulations you have successfully completed the SD Online Business/Motor Fuel/Special Tax/Lottery application.

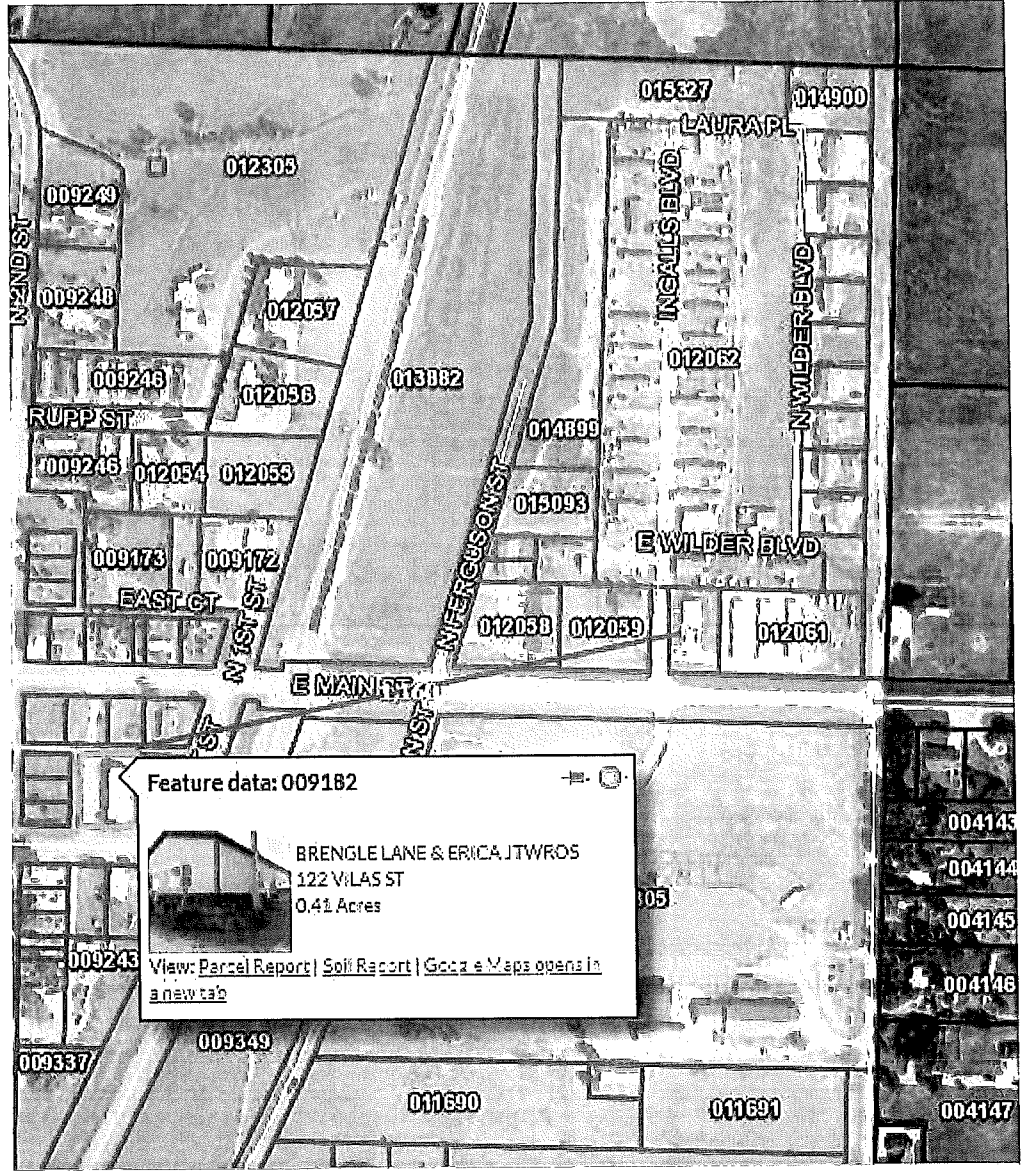
You will be contacted in 7 to 10 business days regarding this application. Please allow 2-3 weeks to receive your license card. If you have a question please call 1-800-829-9188.

If you would like to view your application [click here](#)

Options

If you would like to complete another application please [click here](#).





Owner Address BREngle LANE & ERICA JTWROS
PO BOX 227
SOUTH HEART, ND 58655-0227

1,160 - Community Center



* 910 W. 4 Main - Parcel 009352
Citizen Mlinar posted on facebook
that she will be opening a
daycare on January 1, 2022



SOUTH DAKOTA PUBLIC ASSURANCE ALLIANCE

11c

MAIN OFFICE
208 Island Drive
Ft. Pierre, SD 57532

SATELLITE OFFICE
5024 Bur Oak Place, Suite 103
Sioux Falls, SD 57108

PHONE: 605.224.8654 Option 2
TOLL FREE: 800.658.3633 Option 2

December 22, 2021

Dear SDPAA Members:

Thank you for your membership in the South Dakota Public Assurance Alliance (SDPAA) and for your public service. It is the SDPAA's privilege to assist you with your public service mission.

Enclosed you will find a revised Intergovernmental Contract (IGC) which reflects the changes adopted by the SDPAA Board of Directors at its October 5, 2021 meeting. These changes will take effect on January 1, 2022. **At your earliest convenience, please have the appropriate authorized person sign the signature page of the revised IGC on behalf of your entity, then scan and email it to the SDPAA at sdpaa@sdmunicipalleague.org.**

The entire copy is for your file. We encourage you to review the document with your legal counsel and to contact us with any questions. The current version of the IGC with tracked changes and comments on the year 2022 changes is enclosed your reference.

These changes to the IGC reflect the main goal of public entity pooling, which is to ensure that all Members are actively engaging in loss control measures to benefit themselves and the public they serve. To encourage long-standing commitment to these measures, the IGC will no longer allow a Member to depart then immediately return to the SDPAA. Instead, a departed Member must await the expiration of two years to reapply for SDPAA membership, unless that departed Member demonstrates to the Board that it has made a substantial commitment to engage in loss control efforts. For further explanation, please see the enclosed SDPAA Policy on Member Departures.

The revised IGC also eliminates the partial refund of contribution to a departing Member who assumed any of their claims when they left the SDPAA. The partial refund of contribution was intended to pay for claims handling expenses and to pay any reported claims that the Member took with them upon their departure from the SDPAA. Under the revised IGC, the SDPAA will now retain any reported claims of a departing Member so the partial refund is no longer necessary. Please be aware that we are working with the South Dakota Department of Legislative Audit on the financial reporting requirements for this change on the partial refund of contribution. Their guidance will be relayed to you in the coming weeks.

We look forward to working with you to continue providing broad coverages and great services at stable, competitive rates.

Best Regards,

David A. Pfeifle, Executive Director
South Dakota Public Assurance Alliance

Enclosures

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Gail Boddicker

From: Lisa Nold <lisa@sdmunicipalleague.org>
Sent: Tuesday, December 21, 2021 10:56 AM
To: Lisa Nold
Cc: Lori Martinec
Subject: REMINDER: 2022 Legislative Rib Dinner and Municipal Government Day
Attachments: Rib Dinner Registration_2022.pdf

2022 LEGISLATIVE RIB DINNER

Please join us Tuesday, February 1, 2022 for an informal rib dinner with your state legislators. The dinner will be held at **Drifters Bar & Grille in Fort Pierre** beginning at 6:00 p.m. CST. Prior to dinner, a legislative briefing from SDML Executive Director, Yvonne Taylor, will be held.

2022 MUNICIPAL GOVERNMENT DAY AT THE LEGISLATURE

Municipal Government Day at the Legislature will be held on Wednesday, February 2, 2022. This is the day all municipal officials are invited to Pierre to watch the Legislature in action.

REGISTRATION

The attached form has all the details! **Please register by January 25, 2022.** Pre-registration is important so that we may plan for meals accordingly.

Online Registration Process! Please register via our online registration system. Online Registration allows you to pay by credit card or indicate that you will be sending in a check.

Register online at <https://www.sdmunicipalleague.org/register>

Lisa Nold

SOUTH DAKOTA MUNICIPAL LEAGUE

Office Manager

lisa@sdmunicipalleague.org

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**RESOLUTION 01-2022
TOWN OF HERMOSA
SALARIES AND WAGES**

WHEREAS, the Board of Trustees for the Town of Hermosa, Custer County, South Dakota a resolution providing for the classification and salaries of the Municipal employees and officers for the Town of Hermosa, for the period commencing January 1, 2022;

AND WHEREAS, all salaries and compensation of the Town of Hermosa’s officer’s and employee’s names herein shall be as follows;

BOARD OF TRUSTEES	\$75.00 each regular meeting and \$50.00 each special meeting
FINANCE OFFICER/Gail Boddicker	\$18.90 per hour
ADMINISTRATIVE ASSISTANT/Jill Dybvig	\$15.75 per hour
MOSQUITO CONTROL/Monte Waltman	\$16.00 per hour
WATER METER READING/Linda Kramer	\$14.00 per hour
PLANNING & ZONING PRESIDENT	\$40.00 per meeting/volunteer appointment
PLANNING & ZONING MEMBERS	\$30.00 per meeting/volunteer appointment
BOARD OF EQUALIZATION	\$50.00 per meeting
ELECTION BOARD	\$15.00 per hour
CUSTODIAN	\$13.00 per hour
Contract/Salary positions:	
WATER MAINTENANCE	\$1245.00 per month
SEWER MAINTENANCE	\$1,065.33 per month
STREETS MAINTENANCE	\$136.01 per month
LAW ENFORCEMENT	\$21,000/Six Month Contract

NOW THEREFORE, BE IT RESOLVED that these wages and salaries are hereby approved this 4th day of January 2022.

Dan Holsworth, Town Board President

ATTEST:

Gail Boddicker, Finance Officer

Vote:	Flug	-
	Henrichsen	-
	Holsworth\	-
	King	-
	Schumack	-

First Reading: January 4, 2022

Published: January 12, 2022

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**TOWN OF HERMOSA
AGREEMENT FOR PERFORMANCE OF SERVICES OF
PUBLIC WORKS AND TOWN MAINTENANCE**

This Agreement is entered into this ____ day of _____, 2022 by and between the Township of Hermosa, South Dakota, hereinafter "Town" and Chuck Ferguson, hereinafter "Contractor," of Hermosa, South Dakota, for the performance of the Town's maintenance duties, monitor and oversee water maintenance, and other such things as specifically set forth herein.

Relationship of the Parties

The parties hereby acknowledge that no other relationship exists between the Town and Contractor, other than an independent contractor relationship for all intents and purposes of this Contract. The Contractor shall in no way be deemed the agent of the Town, except as expressly provided herein.

The Duties and Essential Job Functions:

The Contractor must work well at all times with the President, Vice-President and Finance Officer. The Contractor shall follow all directives given to the contractor through a majority vote of the Board of Trustees. The Contractor shall undertake the following duties in regard to the various functions of this Agreement:

Pump House:

- Read master meter, daily
- Responsible for marking and recording amounts and times read daily
- Responsible for checking and recording daily, monthly, and quarterly in a note book to be brought to the board twice a month
- Monitor fluoride, chlorine and polyphosphate tanks
- Chlorine pump has a rubber diaphragm which must be replaced every six months and documented
- Monitor gas, temperature in room and maintain in an orderly fashion
- Responsible for cleanup and up keep of the pump house as well as organize and maintain cleanliness at the garage
- Responsible for state annual water meter readings and report

Water Tower:

- Check water level and maintain records
- Coordinate cleaning of the tank

General Water Works:

- Flush hydrants as needed
- Turn water on and off as directed by the Finance Officer or Board of Trustees. No water or new services shall be installed or turned on or off without a work order that will be initialed or the direct written instruction of either the Finance Officer or the Board of Trustees.
- Read meters located in pits monthly and upon request to fill in during vacations or emergencies.
- Responsible for repair and replacing existing meters/remote meters throughout the Town.
- Take samples for chlorine levels every two weeks
- Perform state tests every month for bacteria check
- Comply with any and all state tests required
- Is to be reimbursed for all samples sent with correct documentation
- Respond to complaint calls
- Inspect all taps of new construction and repairs other than those completed by the stated contractor
- Have all taps of new construction and repairs which are installed by the stated contractor inspected by a separate and approved inspector.

Grounds Keeping:

- Mow water tower hill, all town property right-of-ways, pump house and lagoon (excludes railroad properties)
- Weed eat around all signs, hydrants and any areas needing attention that are town properties
- Such grounds keeping set forth in this section shall be done on a regular, as needed basis, to maintain a neat appearance of all town properties and to meet town ordinances
- Parties agree that in the event the Contractor fails to mow or trim any particular area within the Town limits within 72 hours of being notified to do so by the City Finance Officer, after a majority vote of the Board, the Town reserves the right to hire another contractor to complete said task at Contractor's expense, which shall be subtracted from Contractor's payments.

Snow Removal:

- Responsible for snow removal when the wind has stopped blowing and there is four inches of snow or more
- This will include blading of all approaches to driveways and all secondary streets as needed and as directed by the Street Chairman
- Snow removal equipment rental costs will be invoiced to the Town by the Contractor at the rates as agreed upon in attached Exhibit A.
- Contractor is responsible for damages, clean-up, and repair.

Compensation for Contractor:

The Contractor shall be paid \$1313.00 per month, for all duties set forth herein, regardless of the frequency of said duties. The said amount is to include all taxes or other fees required by any governmental agency for the performance of duties set forth herein. Payment shall be due and payable on the first day of each month. Submittal of the previous month's records must be made prior to release of monthly Contract payment.

Sewer:

- Respond to distress calls and assess problem areas
- Maintain accurate records
- Check manholes on a regular basis

Lagoon:

- Monitor levels for all three cells and document on a monthly basis
- Check for water clarity
- Do samples two weeks prior to irrigation or distribution

Other Responsibilities:

- Keep complete record of tasks performed
- Wear and respond to a cell phone for use of locating without having to search
- Respond to emergencies after hours
- Attend the Board of Trustees meetings with report on each department
- Must do locates when One Call requests
- Prepare a report turned in to the Board of Trustees monthly
- Work with all Town officials
- Inspect all taps of new construction and repairs other than those completed by the stated contractor
- Have all taps of new construction and repairs which are installed by the stated contractor inspected by a separate and approved inspector.
- Quarterly report with Board members on stats

Compensation for Contractor:

The Contractor shall be paid \$1313.00 per month, for all duties set forth herein, regardless of the frequency of said duties. Such amount is to include all taxes or other fees required by any governmental agency for the performance

of dates set forth herein. Payment shall be due and payable on the first of each month. Submittal of the previous month's records must be made prior to release of monthly Contract payment.

Equipment Rates:

The parties agree that the equipment rates set forth in Exhibit A shall be paid to Contractor as needed. Contractor shall submit a billing, no less than every thirty (30) days regarding equipment time used for the previous month. Such billing shall include the description of said equipment, hours of use and a brief description of the job site upon which equipment was used.

Insurance and indemnification:

Contractor agrees to carry liability insurance in the amount of One Million Dollars (\$1,000,000.00) per occurrence and further agrees to hold the Town harmless and indemnified from any and all third party claims arising from or related to this Contract, including but not limited to acts of negligence, willful misconduct, or any other damage to property or injury to person resulting from Contractor's performance of this Agreement.

Terms of Agreement:

This contract is for a term of twenty-four (24) months. Either party may terminate this Agreement, in whole or in part, by giving thirty (30) days written notice, if the other party substantially fails to fulfill its obligations under the Agreement through no fault of the terminating party. Where method of payment is "lump sum", the final invoice will include all services and expenses associated with the Agreement at a rate of \$42.35 per day, up to the effective date of termination.

Administration:

Contractor warrants and represents that he shall obey and comply with all state, local and federal rules, laws and regulations, and do no other such thing which would reflect poorly upon the township while in the performance of his duties under this Contract.

Standards:

Contractor warrants and represents that all work performed subject to this Agreement shall be completed in a workmanlike manner and shall comply with industry standards where the same may be readily demonstrated through Industry Codes, etc.

Controlling Agreement:

If any of these General Terms and Conditions are determined to be invalid or unenforceable in whole or part by a court of competent jurisdiction, the remaining provisions hereof shall remain in full force and effect and be binding upon the parties hereto. The parties agree to reform this Agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that as closely as possible expresses the intention of the stricken provision.

Dated this _____ day of _____, _____.

TOWN OF HERMOSA

BY: _____
(TOWN BOARD PRESIDENT)

(DATE)

ITS: _____
(CHUCK FERGUSON, CONTRACTOR)

(DATE)

ATTEST:

(Seal)

FINANCE OFFICER

(DATE)

EXHIBIT A

FERGUSON CONSTRUCTION

EQUIPMENT HOURLY RATES

<u>ITEM</u>	<u>RATE</u>
Backhoe	\$ 75.00
Backhoe, 12' Blade	\$ 75.00
Bobcat, 8' Bucket	\$ 60.00
Motor Grader Blade	\$ 65.00
6 Yard Box Truck	\$ 40.00
Mowing Equipment / Bobcat Brush Hog	\$ 55.00
17 Yard Box Truck	\$ 65.00
Footings & Foundations (per inspection)	\$ 35.00
Shoveling Sidewalks & Entry Ways (up to 3 times per day)	\$ 25.00

**Includes Operator Fees

**TOWN OF HERMOSA
AGREEMENT FOR PERFORMANCE OF SERVICES OF
WASTEWATER TREATMENT FACILITY**

This Agreement is entered into this _____ day of _____, 2022 by and between the Township of Hermosa, South Dakota, hereinafter "Town" and Chuck Ferguson, hereinafter "Contractor," of Hermosa, South Dakota, for the performance of the Town's maintenance duties, monitor and oversee water maintenance, and other such things as specifically set forth herein.

Relationship of the Parties

The parties hereby acknowledge that no other relationship exists between the Town and Contractor, other than an independent contractor relationship for all intents and purposes of this Contract. The Contractor shall in no way be deemed the agent of the Town, except as expressly provided herein.

The Duties and Essential Job Functions:

The Contractor must work well at all times with the President, Vice-President and Finance Officer. The Contractor shall follow all directives given to the contractor through a majority vote of the Board of Trustees. The Contractor shall undertake the following duties in regard to the various functions of this Agreement:

Sewer:

- Respond to distress calls and assess problem areas
- Maintain accurate records
- Check manholes on a regular basis

Lagoon:

- Monitor levels for all three cells and document on a monthly basis
- Check for water clarity
- Do samples two weeks prior to irrigation or distribution

Other Responsibilities:

- Keep complete record of tasks performed
- Wear and respond to a cell phone for use of locating without having to search
- Respond to emergencies after hours
- Attend the Board of Trustees meetings with report on each department
- Must do locates when One Call requests
- Prepare a report turned in to the Board of Trustees monthly
- Work with all Town officials
- Inspect all taps of new construction and repairs other than those completed by the stated contractor
- Have all taps of new construction and repairs which are installed by the stated contractor inspected by a separate and approved inspector.
- Quarterly report with Board members on stats

Compensation for Contractor:

The Contractor shall be paid \$1133.34 per month, for all duties set forth herein, regardless of the frequency of said duties. Such amount is to include all taxes or other fees required by any governmental agency for the performance of dates set forth herein. Payment shall be due and payable on the first of each month. Submittal of the previous month's records must be made prior to release of monthly Contract payment.

Equipment Rates:

The parties agree that the equipment rates set forth in Exhibit A shall be paid to Contractor as needed. Contractor shall submit a billing, no less than every thirty (30) days regarding equipment time used for the previous month. Such billing shall include the description of said equipment, hours of use and a brief description of the job site upon which equipment was used.

Insurance and indemnification:

Contractor agrees to carry liability insurance in the amount of One Million Dollars (\$1,000,000.00) per occurrence and further agrees to hold the Town harmless and indemnified from any and all third party claims arising from or related to this Contract, including but not limited to acts of negligence, willful misconduct, or any other damage to property or injury to person resulting from Contractor's performance of this Agreement.

Terms of Agreement:

This contract is for a term of twenty-four (24) months. Either party may terminate this Agreement, in whole or in part, by giving thirty (30) days written notice, if the other party substantially fails to fulfill its obligations under the Agreement through no fault of the terminating party. Where method of payment is "lump sum", the final invoice will include all services and expenses associated with the Agreement at a rate of \$36.55 per day, up to the effective date of termination.

Administration:

Contractor warrants and represents that he shall obey and comply with all state, local and federal rules, laws and regulations, and do no other such thing which would reflect poorly upon the township while in the performance of his duties under this Contract.

Standards:

Contractor warrants and represents that all work performed subject to this Agreement shall be completed in a workmanlike manner and shall comply with industry standards where the same may be readily demonstrated though Industry Codes, etc.

Controlling Agreement:

If any of these General Terms and Conditions are determined to be invalid or unenforceable in whole or part by a court of competent jurisdiction, the remaining provisions hereof shall remain in full force and effect and be binding upon the parties hereto. The parties agree to reform this Agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that as closely as possible expresses the intention of the stricken provision.

Dated this _____ day of _____, _____.

TOWN OF HERMOSA

BY: _____
(TOWN BOARD PRESIDENT)

(DATE)

ITS: _____
(CHUCK FERGUSON, CONTRACTOR)

(DATE)

ATTEST:

(Seal)

FINANCE OFFICER

(DATE)

EXHIBIT A

FERGUSON CONSTRUCTION

EQUIPMENT HOURLY RATES

<u>ITEM</u>	<u>RATE</u>
Backhoe	\$ 75.00
Backhoe, 12' Blade	\$ 75.00
Bobcat, 8' Bucket	\$ 60.00
Motor Grader Blade	\$ 65.00
6 Yard Box Truck	\$ 40.00
Mowing Equipment / Bobcat Brush Hog	\$ 55.00
17 Yard Box Truck	\$ 65.00
Footings & Foundations (per inspection)	\$ 35.00
Shoveling Sidewalks & Entry Ways (up to 3 times per day)	\$ 25.00

**Includes Operator Fees

**TOWN OF HERMOSA
AGREEMENT FOR PERFORMANCE OF SERVICES OF
BUILDING INSPECTOR**

This Agreement is entered into this ____ day of _____, 2022 by and between the Township of Hermosa, South Dakota, hereinafter "Town" and Chuck Ferguson, hereinafter "Contractor," of Hermosa, South Dakota, for the performance of the Town's building inspector, and other such things as specifically set forth herein.

Relationship of the Parties

The parties hereby acknowledge that no other relationship exists between the Town and Contractor, other than an independent contractor relationship for all intents and purposes of this Contract. The Contractor shall in no way be deemed the agent of the Town, except as expressly provided herein.

The Duties and Essential Job Functions:

The Contractor must work well at all times with the Board of Trustees and Finance Office. The Contractor shall follow all directives given to the contractor through a majority vote of the Board of Trustees. The Contractor shall undertake the following duties in regard to the various functions of this Agreement:

1. Inspect all permitted residential, commercial and/or industrial construction work, beginning, during and upon completion, to determine its conformity with the International Building Codes, applicable State building codes and Town Municipal codes upon request.
2. Provide written inspection results to the Finance Office.
3. Investigate work being performed without the required building permits, substandard housing and dangerous building complaints.

Compensation for Contractor:

The Contractor shall be paid \$35.00 per inspection, for all duties set forth herein. The said amount is to include all taxes or other fees required by any governmental agency for the performance of dates set forth herein. Payment shall be due and payable on the first meeting of each month. Submittal of the previous month's inspection records must be made prior to release of monthly payment.

Insurance and indemnification:

Contractor agrees to carry liability insurance in the amount of One Million Dollars (\$1,000,000.00) per occurrence and further agrees to hold the Town harmless and indemnified from any and all third party claims arising from or related to this Contract, including but not limited to acts of negligence, willful misconduct, or any other damage to property or injury to person resulting from Contractor's performance of this Agreement.

Terms of Agreement:

This contract is for a term of twelve (12) months. Either party may terminate this Agreement, in whole or in part, by giving thirty (30) days written notice, if the other party substantially fails to fulfill its obligations under the Agreement through no fault of the terminating party. Where method of payment is "lump sum", the final invoice will include all inspections up to the effective date of termination.

Administration:

Contractor warrants and represents that he shall obey and comply with all state, local and federal rules, laws and regulations, and do no other such thing which would reflect poorly upon the township while in the performance of his duties under this Contract.

Standards:

Contractor warrants and represents that all work performed subject to this Agreement shall be completed in a workmanlike manner and shall comply with industry standards where the same may be readily demonstrated though Industry Codes, etc.

Controlling Agreement:

If any of these General Terms and Conditions are determined to be invalid or unenforceable in whole or in part by a court of competent jurisdiction, the remaining provisions hereof shall remain in full force and effect and be binding upon the parties hereto. The parties agree to reform this Agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that as closely as possible expresses the intention of the stricken provision.

Dated this _____ day of _____, _____.

TOWN OF HERMOSA

BY: _____
(TOWN BOARD PRESIDENT) (DATE)

ITS: _____
(CHUCK FERGUSON, CONTRACTOR) (DATE)

ATTEST:

(Seal)

FINANCE OFFICER (DATE)