

HERMOSA TOWN BOARD  
REGULAR MEETING  
TUESDAY, JUNE 15, 2021 @ 6:00pm



- 1) **CANVASS VOTES JUNE 8, 2021, ELECTION**
- 2) **ROLL CALL:**
  - A. BOT Roll Call: Flug, Henrichsen, Holsworth, King, Schumack
  - B. Acknowledgement of other Attendees
  - C. Pledge of Allegiance to be led by Henrichsen
- 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 June 1, 2021, Regular Meeting Minutes
- 5) **CLAIMS:**
  - A. Review Payroll and Claims
  - B. Motion to approve the Claims as presented/amended
- 6) **OLD BUSINESS:**
  - A. Emergency horns
  - B. Broadband Grant Awards – Midco
  - C. Southern Hills RV Park and Campground, pending
  - D. Preston Family Inc, pending
    1. Bids for water/sewer lines
    2. Annexation
  - E. 1<sup>st</sup> Reading  
Chapter 133: Medical Marijuana Ordinance
  - F. Town sign
- 7) **ADJOURN:**
  - A. Adjournment of Meeting with Old Board Members
- 8) **BOARD OF TRUSTEES:**
  - A. Oath of Office – Dan Holsworth
- 9) **RECOMMENCEMENT WITH NEW BOARD:**
  - A. Roll Call – Flug, Henrichsen, Holsworth, King, and Schumack
  - B. Acknowledgement of Trustee Conduct and Obligations (2021)
- 10) **APPOINTMENTS:**
  - A. Election of Board of Trustee Officers

**PRESIDENT:**

Motion made and seconded to nominate \_\_\_\_\_ as Town Board President for one year term.

**VICE PRESIDENT:**

Motion made and seconded to nominate \_\_\_\_\_ as Town Board Vice President for one year term.

**B. Assignment of Subcommittees:**

1. Motion made and seconded to appoint \_\_\_\_\_ as Chairman and \_\_\_\_\_ as Vice Chair of the Water Committee.
2. Motion made and seconded to appoint \_\_\_\_\_ as Chairman and \_\_\_\_\_ as Vice Chair of the Sewer Committee.
3. Motion made and seconded to appoint \_\_\_\_\_ as Chairman and \_\_\_\_\_ as Vice Chair of the Streets Committee.
4. Motion made and seconded to appoint \_\_\_\_\_ as Chairman and \_\_\_\_\_ as Vice Chair of the Law Enforcement
5. Motion made and seconded to appoint \_\_\_\_\_ as Chairman and \_\_\_\_\_ as Vice Chair of the Finance Committee.

C. Appointment & Oath of Office of Mitch Johnson, Town Attorney: Valid through June 21, 2022

D. Appointment of Ron Bengs, Town Engineer: Valid through June 21, 2022

E. Appointment & Oath of Office of Elmer Claycomb, Floodplain Administrator: Valid through June 21, 2022

F. Oath of Office of Gail Boddicker, Town Finance Officer, Hired Employee

- 11) **LAW ENFORCEMENT/ ABATEMENTS/COMPLAINTS:**
  - A. Local Updates
- 12) **LEGAL:**
- 13) **ENGINEER:**
  - A. Water Rehab Project
  - B. N Second Street Box Replacement
  - C. Lone Coyote Subdivision (Preston Sub) Plat Application – permit 2021-18
  - D. Southern Hills Campground Permit Application – Permit 2021-06
  - E. Hermosa Sidewalk Project
  - F. Sewer Project
  - G. Water Project
- 14) **PUBLIC WORKS**
  - A. Streets, Street Light Repairs, Water & Sewer Department Updates
- 15) **FINANCE OFFICE:**
  - A. Monthly Financials
  - B. Department Updates
- 16) **PLANNING & ZONING:**
  - A. June 8, 2021, P&Z minutes
  - B. Permit 2021-06, Southern Hills RV Park, Digging/Water/Wastewater- Offsite improvement only; Pending
  - C. P&Z Board Vacancy
  - D. Permit 2021-15 – 214 Donna St. Floodplain Permit
  - E. Permit 2021-17- 30 N. Ferguson St. Informational Permit
- 17) **NEW BUSINESS:**
  - A. Water/Sewer rate increase
  - B. G&G Subdivision, Lots 3 & 4, East Main Street
- 18) **ITEMS FROM CITIZENS:** No action will be taken (3-minute time limit per speaker)
- 19) **TRUSTEE INPUT:**
- 20) **ADJOURN:** Motion by \_\_\_\_\_; Second by \_\_\_\_\_ to adjourn the meeting at \_\_\_\_\_ PM MST.

**OFFICIAL CANVASS SHEET**

Date of Election: 6-8-2021

Type of Election: Municipal Election

Jurisdiction: Town of Hermosa, Custer County, SD

OFFICE	3 Year Term -Trustee	3 Year Term -Trustee	
Names of Candidates	Marci Etherington	Dan Holsworth	
Precincts: Hermosa	41	64	
TOTALS:	<b>41</b>	<b>64</b>	

STATE OF SOUTH DAKOTA )  
 ) SS  
 COUNTY OF CUSTER )

We, Bernhard Flug, Vicki Henrichsen, Dan Holsworth, Robert H. King, & Terri Schumack, appointed as the Board of Canvassers because of our positions on the governing board in the jurisdiction of Hermosa for the Municipal election held on the 8<sup>th</sup> day of June 2021, hereby certify that the foregoing is a true abstract of the votes cast in the jurisdiction of Hermosa, Custer County, SD at the election as shown by the returns certified to the person in charge of the election.

\_\_\_\_\_ Dan Holsworth  
 \_\_\_\_\_ Bernhard Flug  
 \_\_\_\_\_ Vicki Henrichsen  
 \_\_\_\_\_ Robert H. King  
 \_\_\_\_\_ Terri Schumack

(Signatures of all Board Members)

Sworn to before me this 15th day of June, 2021.

\_\_\_\_\_  
 Person in Charge of the Election

**HERMOSA TOWN BOARD  
REGULAR MEETING  
TUESDAY, JUNE 1, 2021 @ 6:00 PM**



ROLL CALL: Henrichsen called the meeting to order at 6:02 p.m. with the following members present: Flug, Henrichsen, Holsworth, King and Schumack. Attorney Johnson, Ferguson, Daggett, Westergard, and Boddicker plus several interested citizens also present. Pledge of Allegiance led by Henrichsen.

CALL FOR CHANGES: Motion by Holsworth, second by Flug, to approve the agenda as amended; vote; Flug, aye; Henrichsen, nay; Holsworth, aye; King, aye; Schumack, aye; motion carried.

EXECUTIVE SESSION: Motion by Holsworth, second by King, to enter Executive Session at 6:04 pm allowable by SDCL 1-25-2.1 Personnel; vote; Flug, aye, Henrichsen, nay; Holsworth, aye; King, aye; Schumack, aye; motion carried. Motion made by Henrichsen, seconded, to exit executive session at 6:26; unanimous. No action taken in executive session. Motion made and seconded to enter into regular meeting session at 6:20; motion carried.

CONSENT CALENDAR: Motion by Schumack, second by Flug, to approve the 5-18-2021 Regular Meeting and 5-26-2021 Special Meeting minutes Vote; Holsworth, nay; Flug, aye, King, aye, Schumack, aye; motion carried (Henrichsen not available at time of vote).

CLAIMS: Motion to approve by Holsworth, second by Schumack, to approve Claims for discussion. Holsworth amended the motion, second by Flug, to delay paying the SD DOT invoice until the town receives additional details regarding their invoice; vote; all aye, motion carried. Vote on original motion; all aye, motion carried.

Claims: Alexander, Ashley, Customer deposit refund, \$34.91; Current Electric, Repair town office light ballast, \$96.90; Dakota Supply Group, 14 boosters plus hardware to install, \$10,862.53; Door Security Products, Inc, Troubleshooting house call, \$96.94; Ferguson Construction, Monthly charges, \$2,266.67; Gabel, Tom, Water heater replacement, \$200.00; Haas, Jeff & Jennie, Customer deposit refund, \$48.79; Henrichsen, Vicki, Pierre, Code Enforcement, Dinner: Vicki, Jill - 34.68; Lunch: Brad, Jim, Vicki, Jill - 47.32", \$82.00; Holsworth, El Restaurant, Customer deposit refund, \$15.40; Lingo (Formerly Birch), Long distance service, \$43.85; McLeod's Printing & Office Supply, Election supplies, \$3.90; SD DOT, Share of costs for Project OB8017(05), \$21,093.36; SD Municipal League, Budget training, \$25.00; Southern Black Hills Publishing, Monthly services, \$430.48; Verizon Connect, Monthly services, \$32.38; Westergard, Brad, Monthly services, \$300.00; Payroll related: Board of Trustees, \$675.00, Finance Department, \$2,528.50, Law Enforcement, \$808.55, Janitorial, \$108.00, Meter, \$154.00, EFTPS, 941 payroll tax deposit, \$948.38, Health Pool of South Dakota, Monthly premium, \$841.42, SD Retirement Fund, March Retirement Funds, \$634.62. TOTAL: \$42,331.58

LAW ENFORCEMENT/ ABATEMENTS/ COMPLAINTS: Daggett provided updates to include, dog issues, person sleeping in the ditch, Law Enforcement performed Security at the Hermosa School, concern regarding why sirens did not go off during the last storm, feral cats being trapped, medical call, high speed pursuit – citizen being ticketed for several issues, found a stolen motorcycle at the east end of town, domestic violence call. Emergency Management discussed. Emergency Plan should be provided to Law Enforcement for their review. A flyer with emergency information and include a map should be created to provide to campground guests, mobile home courts, other citizens, etc. SD Public Assurance Alliance LE Policies, pending.

LEGAL: None.

ENGINEER: Water Rehab Project: review and approve final packet to Weston with Attorney's letter; N Second Street Box Replacement: invoicing in progress; Sewer Project: next step is funding application; Hermosa Sidewalk Project: final plans have been submitted to SD DOT; Water Project: Holsworth spoke with authorities at Edgemont and New Underwood requesting their opinions on the WRT Systems. After receiving positive reactions from both towns and the board discussing what the best alternative is for Hermosa, a motion was made by Holsworth, seconded, to allow ACES Engineering, to pursue the WRT System; vote; Flug, aye; Henrichsen, abstained, Holsworth, aye; King, aye; Schumack, aye; motion carried.

Motion by Holsworth, second by Flug, to request ACES to put together the proposal to submit the WRT Facilities Plan through Bill Lass, Black Hills Council of Local Government, to be submitted to DANR; vote; Flug, aye, Henrichsen, nay; Holsworth, aye; King, aye; Schumack, aye; motion carried.

Motion by Holsworth, second by Flug, to request ACES to provide the town with a proposal for the lagoon facilities plan to be submitted to the Black Hills Local Council of Government; vote; Flug; vote; Henrichsen, nay; Flug, aye, Holsworth, aye, King, aye, Schumack, aye, motion carried.

Motion by Holsworth, second by Flug, to request ACES prepare and submit the sewer line; motion withdrawn.

Motion by Holsworth, second by Flug, to request Interstate Engineering, Renner Associates and ACES to bid the addition of the lagoon cell to the existing lagoon system; vote; Flug, aye; Henrichsen, nay; Holsworth, aye; King, aye; Schumack, aye; motion carried. Holsworth will prepare the bid document.

Motion by Holsworth, second by Flug, to request Interstate Engineering, Renner, and ACES engineering firms to bid the Sewer Facilities Plan to go to Black Hills Council of Local Governments to be submitted to the state; vote; Flug, aye, Henrichsen, nay; Holsworth, aye; King, aye; Schumack, aye; motion carried.

Motion by Holsworth, second by Schumack, to accept the contract by ACES Engineering to begin design on the Preston Family Development Water/Sewer Extension project; vote; Flug, aye; Henrichsen, nay; Holsworth, aye; King, aye; Schumack, aye; motion carried.

PUBLIC WORKS: No report on streets. Streetlights are all working, there are a few new LED lights in inventory. Ferguson beginning to install the personal booster units. Pumping the lagoon is still on the agenda, should be accomplished soon. Holsworth will call Terry Sewell regarding purchasing millings to be used on town roads. Thanks to Custer County for their blading/graveling project on Gumbo Lilly. Discussion regarding the problems with the new box culvert regarding drainage, lack of millings on one property, drop off on the edge of the box culvert; awaiting invoice from Corr Construction.

FINANCE OFFICER: Monthly financials were submitted for board review. Boddicker reported she met with auditors for audit exit interview. Auditors will present final report to board at their July 6, 2021 meeting.

PLANNING & ZONING: BOT review for May 11 and May 25, 2021, P&Z minutes; no action. Motion by King, second by Flug, to approve Permit #2021-14, Digging and Grading Permit, 222 Vilas; vote; all aye, motion carried. Motion by Henrichsen, second by Flug, to approve Permit #2020-14, Permit Extension, 240 Ferguson St.; vote; Flug, aye; Henrichsen, aye; Holsworth, aye; King, abstain; Schumack, aye; motion carried. Hermosa Ordinance 131.02, Fireworks: proposed revisions to the current fireworks ordinance were discussed. Motion by Holsworth, second by Flug, to abide by the current ordinance with no revisions; vote; all aye, motion carried. P&Z Board Vacancy: there is a seat available on the P&Z Board; no action taken. Custer Co. Ordinance No. 20. – Hermosa regulates its own burning process and the board's consensus is to not adopt and not enforce the county's ordinance. Motion by Holsworth, second by Flug, to take no action on this issue and remove it from the agenda. Additionally, the Fireworks Ordinance, Permit 2021-14 and Permit 2020-14 also to be removed from the agenda; vote; all aye, motion carried.

OLD BUSINESS: Annexation: Gumbo Lilly, Fairgrounds Place: Annexation to be delayed until fall. Motion by Holsworth, second by Flug, to remove item from the agenda; vote; all aye, motion carried. Southern Black Hills Water System Presentation, pending. Motion by Holsworth, second by King, to remove SBHW System presentation from the agenda and to send a letter to SBHW to inform them the board has chosen to not purchase water from SBHW as the town is planning to proceed with the WRT System; vote; Flug, aye, Henrichsen, nay, Holsworth, aye; King, aye; Schumack, aye; motion carried. Southern Hills RV Park and Campground, pending. Water/Sewer infrastructure for Preston Family Development: Holsworth reported negotiations are ongoing to negotiate an easement with property north of town leading to the annexation of the Preston Family Development.

Citizen submitted a synopsis for discussion purposes describing a means to alleviating the town's expense for the installation of the water and sewer lines to the Preston Family Development; no action taken. Motion by Holsworth, second by King, to remove this issue from the agenda; vote; all aye, motion carried. Water and Sewer Infrastructure: discussion with Preston regarding submitting his preliminary plat. Preston will begin digging after P&Z and BOT have approved the plat. Motion by Holsworth, seconded, to remove, "Surcharge due to out-of-town status" and "Water/Sewer Infrastructure" from the agenda; vote; all aye, motion carried. Playground equipment: The Custer Co School District donated playground equipment to Hermosa. As there is no land to put the equipment on at this time, the best plan is to put the equipment at the pump house until there is land available. Motion by Holsworth, second by King, to remove park planning from the agenda; vote; all aye, motion carried. Medical Marijuana Ordinance: Attorney Johnson provided an example of Keystone, SD's Medical Marijuana Ordinance for board consideration. Hermosa may adopt Keystone's ordinance; Johnson will send the ordinance to be included for 1<sup>st</sup> Reading on June 15, 2021, board meeting. Motion by Henrichsen, second by Schumack, to remove, "Status of engineer structural analysis, 105 2<sup>nd</sup> Street" from agenda; vote; all aye, motion carried.

NEW BUSINESS: Financial agreement with SD DOT, pending. ACES Contract: Motion by Holsworth, second by Schumack, to remove from the agenda; vote; all aye, motion carried. Town of Hermosa signage: moved to June 15, 2021,

board meeting. Hermosa website domain renewal: motion by Henrichsen, second by Holsworth; to renew website domain for five years; vote; all aye, motion carried. Boddicker asked to research prices to update the Hermosa website.

ITEMS FROM CITIZENS: Citizen hearing concerns from other citizens regarding the town paying for the expenses associated with bringing water/sewer to Preston Family Development.

TRUSTEE INPUT: Schumack thanked Alex Gomez, Deb and Dan Holsworth's grandson for mowing her lawn. Flug: thanked everyone for coming and their input. Holsworth: best wishes to Flug on healing from his surgery, requested the correct processes be brought to the board as it is the steps to the process that is important, has never stopped citizens from voicing their opinions, is proud of the community, hope everyone gets out to vote, thanks to the attorney, feels strong about the community and where it is headed; pleased with the good decisions made at this meeting. Henrichsen thanked everyone for a good meeting and safe travels home.

ADJOURN: Motion by King; second by Flug, to adjourn the meeting at 9:57pm; vote; all aye, motion carried.

\_\_\_\_\_  
Vicki Henrichsen, Town Board President

ATTEST:

\_\_\_\_\_  
Gail Boddicker, Finance Officer

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

Claims for Approval 6-15-2021		
Dakota Supply	Booster pump/Press Booster	\$ 788.84
Ferguson Construction	Inspections-Inv#315569	\$ 350.00
Flowers Plus	Flowers for outside office	\$ 78.38
Golden West	Monthly charges	* \$ 561.50
GovOffice	1 yr website hosting	\$ 630.00
Hawkins, Inc.	Water Chemicals	\$ 368.87
Interstate Engineering	Invoices-43792 - 43796	\$ 9,353.60
Johnson Law Office	Monthly Charges	\$ 646.00
Lingo	Long Distance Service	* \$ 32.23
Mt. Rushmore Telephone	Monthly charges	* \$ 238.51
Payment Service Network	Monthly charges	* \$ 74.95
Pioneer Bank/Trust	Bank chg for 2 signature account	* \$ 25.00
Pioneer Bank/Trust	Bank service chg	* \$ 30.83
Pioneer Bank/Trust	Monthly Credit Card charges	* \$ 2,499.15
Rural Development 1	Monthly charges	* \$ 1,278.00
Rural Development 2	Monthly charges	* \$ 417.00
Rural Development 3	Monthly charges	* \$ 222.00
Sander's Sanitation	Monthly charges	* \$ 3,843.54
SD DOT	Project OB8017(05)-Box Culvert	\$ 21,093.36
Tem-Tech	Controlled Gauge Pressure Transducer	\$ 754.53
Verizon Connect	LE monthly charges (May & June)	\$ 64.76
Westergard, Brad	Monthly services	\$ 300.00
<b>TOTAL</b>		\$ 43,651.05
<b>Payroll related:</b>		
Payroll	Board of Trustees	
Payroll	Finance Department	
Payroll	Law Enforcement	
Payroll	Planning & Zoning	
Payroll	Janitorial	
	Meter	
Gail Boddicker	Health insurance	
Jim Daggett	Health insurance	
EFTPS	941 payroll tax deposit	*
Health Pool of South Dakota	Monthly premium	
SD Retirement Fund	March Retirement Funds	
<b>TOTAL</b>		

\* Will be completed on Monday

**Gail Boddicker**

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**From:** Scott Adam <adamsco@pennco.org>  
**Sent:** Wednesday, June 2, 2021 4:11 PM  
**To:** Gail Boddicker  
**Cc:** White Alexa  
**Subject:** Hermosa Outdoor Warning Sirens

Gail,

Hermosa has two outdoor warning sirens, one at the Hermosa water tower and one at the Hermosa sewage lagoon. Pennington County maintains these sirens and activates them for real-world events and for the monthly tests. These monthly tests occur at noontime on the 1<sup>st</sup> and 3<sup>rd</sup> Saturday of the month.

We in Pennington County also poll the sirens and respond when we detect a condition or hear of a condition regarding the siren's operation. The Hermosa water tower siren appears to be reliably working and it consistently passes our polling routine. We have had difficulties with the Hermosa sewage lagoon siren. Last year we had to replace the activation board in the siren, due to circuit board corrosion caused by insect droppings. This year we again noticed that the siren wasn't responding to our polling. We reset the Sentry Siren control circuitry and modified the connection between the Sentry Siren components and the American Signal activation circuitry. We also replaced a fuse that blew on one of the solar panel inputs. We believe these actions will result in successful siren activation and will poll the siren following the June 5<sup>th</sup> test to verify that it functioned properly. In the future, we will visit this lagoon siren more often, to monitor possible problems, including those caused by insects, so that this siren can become as reliable as the Hermosa water tower siren.

Adam B Scott  
Pennington County Radio Technician  
605-394-6954

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# Governor Kristi Noem Announces 18 New Broadband Grant Awards



## NEWS RELEASE

**FOR IMMEDIATE RELEASE: Friday, June 4, 2021**

**CONTACT: Greta Stewart**, Governor's Office of Economic Development, 605-773-GOED (4633)

### **Governor Kristi Noem Announces 18 New Broadband Grant Awards**

PIERRE, S.D. – Governor Kristi Noem announced today that 18 new grants have been awarded to fund broadband projects that will better connect unserved and underserved areas across South Dakota. The \$26 million in grants announced today will leverage private matching dollars for a total investment of over \$54 million in broadband infrastructure statewide, connecting 5,057 households and 252 businesses.

"With this next round of broadband grants, we're continuing to connect the entire state to high-speed broadband," said Governor Noem. "Folks in South Dakota shouldn't have to choose between their career and the way of life in their hometown. We're making tremendous progress towards this goal, and I appreciate Commissioner Westra's leadership in getting this accomplished."

With this round of grants, Governor Noem's ConnectSD Initiative will have connected a total of 20,564 locations across the state to high-speed internet. Construction on this round is expected to be completed in 2022 and 2023.

"We are pleased this initiative is making significant progress in a short amount of time," said Commissioner Steve Westra, Governor's Office of Economic Development. "Governor Noem's vision for South Dakotans of today's and future generations has never been stronger. I'm thrilled for the investment that's being made in our rural communities and am excited to see it continue."

The following grants were approved:

#### **Alliance Communications**

Rural Lincoln and Turner Counties  
\$2,424,000

#### **Ft. Randall Telephone Company**

Rural Pennington County  
\$555,791

#### **Interstate Telecommunications Cooperative**

Lakes Poinsett and Albert and Rural Codington County  
\$5,459,204

#### **James Valley Cooperative Telephone Company**

Rural Frederick, Rural Groton, Rural Hecla  
\$2,555,783

#### **Jefferson Telephone Company**

Rural Union County  
\$1,476,600

#### **Leap Communications**

Rural Parker

\$142,050

**Midco Communications**

Ellis, Hermosa Area, Mission Hill, NW Yankton and SW Minnehaha County  
\$4,111,707

**RC Technologies**

Rural Big Stone Lake, Rural Codington and Roberts Counties  
\$1,018,320

**Vast Broadband**

Rural Turner County  
\$1,450,309

**Valley FiberCom**

Rural Brookings, Kingsbury and Moody Counties  
\$6,031,075

**Venture Vision**

Rural Beadle and Spink Counties  
\$1,196,401

This round of grants comes shortly after \$25 million in CARES Act funds were distributed in March for 24 broadband projects that could be completed by the end of 2021. During this year's legislative session, South Dakota legislators approved \$75 million in one-time state funding to finish connecting the state to high-speed broadband.

Full Connect SD grant details can be found at [sdgoed.com/public-records/connectsd/](https://sdgoed.com/public-records/connectsd/).

**AN ORDINANCE ADDING CHAPTER 133 OF THE TOWN OF HERMOSA ORDINANCES TO PROHIBIT THE INGESTING OF MARIJUANA IN ANY PUBLIC PLACE.**

**BE IT ORDAINED BY THE TOWN OF HERMOSA, THAT THE TOWN OF HERMOSA ORDINANCES IS AMENDED BY ADDING A NEW CHAPTER THERETO TO PROHIBIT THE INGESTING OF MARIJUANA IN ANY PUBLIC PLACE AS FOLLOWS:**

**§ 133.01 DEFINITIONS.**

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

*Marijuana* – all parts of any plant of the genus cannabis, whether growing or not, in its natural and unaltered state, except for drying or curing and crushing or crumbling. The term includes an altered state of marijuana absorbed into the human body. The term does not include fiber produced from the mature stalks of such plant, or oil or cake made from the seeds of such plant. The term does not include the plant Cannabis sativa L. and any part of that plant, including the seeds thereof and all derivatives, extracts, cannabinoids, isomers, acids, salts, and salts of isomers, whether growing or not, with a delta-9 tetrahydrocannabinol concentration of not more than three-tenths of one percent on a dry weight basis.

*Ingest*– Any person who intentionally ingests, inhales, or otherwise takes into the body any substance.

*Public Place* - Any place whether within or without a building, commonly and customarily open to or used by the general public and any street, highway, alley or sidewalk.

**§ 133.02 GENERAL USE.**

It shall be unlawful for any person to openly possess or ingest marijuana in any public place or public property within the Municipality of Hermosa.

**§ 133.03 BUSINESS USE.**

It is unlawful for any person or entity maintaining, owning or operating any public place to operate and knowingly or with reason to know, permit or allow any person possess or ingest marijuana in any public place or any place that is open to the public.

BOARD OF TRUSTEES

\_\_\_\_\_  
President

ATTEST:

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Finance Officer

First Reading: 6-15-2021  
Second Reading: 7-6-2021  
Publication Date 7-14-2021  
Effective Date: 8-3-2021

# **Policy 1.1 (revised)**

## **Trustee & Board Conduct and Obligations**

All Trustees, and Board Members, whether elected or appointed, have a responsibility to at all times conduct themselves in a manner befitting the position. Each Trustee must remember that their first priority is to act in the best interest of the Town of Hermosa and to not let personal prejudice, history or bias effect decisions made as a Trustee.

### **1. POLICY STATEMENT**

- (a) This Code of Conduct is a public declaration of the principles of good conduct and standards of behavior that Elected and Appointed Members of the City of Hermosa are committed to demonstrate in the performance of their responsibilities as community representatives
- (b) The principles and standards in the Code of Conduct are in addition to the requirements of any other relevant Regulation/s.

### **2. PRINCIPLES**

- 1) Trustees and Board Members will seek to achieve a team approach when dealing with staff of the Board and they will seek to achieve an environment of mutual respect and trust. They shall establish a working relationship with fellow Members that recognizes and respects the diversity of opinion and seeks to achieve the best possible outcomes for the community.
- 2) Trustees and Board members will treat Town Staff with respect and tolerance of their different roles in achieving the Board Objectives. They will ensure that their behaviors are not and cannot be interpreted to constitute bullying and/or harassment.
- 3) In all things Trustees and Board Members must act with honesty and integrity and conduct themselves in a way that generates community trust and confidence in them as individuals, and which enhances the role and image of the Board and local Government generally.
- 4) Trustees and Board Members will be fair, reasonable, just, non-discriminatory and honest in their dealings with individuals and organizations and behave in a manner that facilitates constructive communication between the Board and the community.
- 5) Trustees and Board Members will not make improper use of information acquired or make improper use of their position as a Member of the Board.
- 6) Trustees and Board Members are expected to show commitment by completing the specified training courses, and updating as needed. Trustees and Board members will discharge their duties conscientiously and to the best of their abilities. In a fair, honest and respectable manner according to the law.

- 7) Information provided to or obtained by a Trustees or Board Member in the course of his or her duties is to be respected for its confidentiality and used in a careful and prudent manner consistent with the nature of that information.
- 8) Trustees and Board Members must have due regard to the laws dealing with conflict of interest in relation to all their duties and behaviors and exercise the highest level of integrity expected of people holding public office.

### 3. DEFINITIONS

**Harassment** is unlawful. It is usually based on a real or perceived difference such as race, sex or disability. It may lead to the person who is being harassed feeling offended, humiliated intimidated or being disadvantaged. Harassment consists of unwelcome, offensive, abusive, belittling or threatening behavior directed at another person.

**Bullying** is a form of harassment and is not acceptable. Bullying results from treating another person in a less favorable way by intimidatory, offensive, degrading or humiliating behavior. Bullying may be an offence under the Occupational Health Safety and Welfare Act (1986) and may result in serious penalties.

### 4. PROCEDURES

- A. Meetings are to be conducted in accordance with Robert's Rules of Order. Although our town is small and informal, order must be maintained to ensure all actions will be supported by law. Outbursts, inflammatory comments, and personal attacks will not be tolerated by anyone in attendance at any meeting.
- B. Meetings shall begin promptly at the specified hour.
- C. Many actions taken by a governing body require not just a majority vote of the quorum but a majority vote of *all* the elected officials. Not having the appropriate number of Trustees in attendance at any meeting effects the efficient functioning of the entire community.
- D. Any Board member or Trustee not in attendance within ten minutes of the beginning or end of any meeting shall not be paid for said meeting unless by action of the other Trustees (Board Members) in attendance. Trustees shall be paid at the first meeting of each month for meetings attended during the prior month. P&Z Board Members shall be paid quarterly
- E. Trustees and Board members shall complete W-4 and I-9 forms prior to receiving the first paycheck.
- F. Committee appointments ensure all areas of the Town's business receive proper attention. It is the appointee's responsibility to be knowledgeable of the happenings of

and fulfill their obligations to their respective committees and to report applicable information at meetings.

- G. Packets containing information to be discussed at the next scheduled meeting will be available by 5pm the Friday before each meeting. These packets will be available for pick up at any time in the drop-box, or from the Finance Officer during regular business hours. This allows each Trustee sufficient time to review the information and investigate any questions or concerns *before* the meeting thus allowing meetings to progress smoothly, efficiently, and quickly.
- H. No person (Trustee, Board Member, Employee, Citizen, or Committee member) may, at any time, enter Town property or conduct Town business under the influence of drugs or alcohol.

**Trustees and Members of Board are accountable to the Board and the community for compliance with this Code of Conduct.**

- A complaint alleging a breach of the Code of Conduct, must be made in writing by any person and, subject to clauses of this Code, must be investigated by the Board of Trustees.
- The complaint must identify the provision(s) of the Code which it alleges have been breached and provide all evidence available to support the allegation

Date: June 15, 2021

Signature:

_____	Bernhard Flug
_____	Vicki Henrichsen
_____	Dan Holsworth
_____	Robert King
_____	Terri Schumack

Attest:

\_\_\_\_\_  
Gail Boddicker, Finance Officer

\_\_\_\_\_  
President of Board of Trustees

Town of Hermosa  
Engineer Update  
June 15, 2021

**Water Rehab Project**

- Review and Approve Final Packet to Weston w/ Attorneys' letter.
- Send to Weston via return receipt mail.

**N Second Street Box Replacement:**

- SDDOT working on finaling of project.

**Lone Coyote Subdivision (Preston Sub) Plat Application – permit 2021-18**

- Rec'd submittal June 4
- Will be on P&Z agenda as prelim Plat – June 22
- Status of annexation? It makes a difference on how much and what is reviewed on the current application

**Southern Hills Campground Permit Application – Permit 2021-06**

- Rec'd submittal June 8
- Provided staff report June 9, 2021 for P&Z agenda June 22

**Hermosa Sidewalk Project**

- Final Plans have been submitted to the SDDOT – pending final SDDOT comments.

**Sewer Project**

- State Water Plan application has been submitted to DANR and will likely be placed on the State Water Plan at their next Board Meeting.
- Next step is funding application.
- **Interstate has paused work until further direction from Town.**

**Water Project**

- Project on State Water Plan
- Facilities Plan needs updating to current projects prior to funding application.
- **Interstate has paused work until further direction from Town.**

**Zachary J. Grapentine, E.I.**

**Project Engineer**

**Interstate Engineering**

120 Industrial Drive, Suite 2

Spearfish, SD 57783

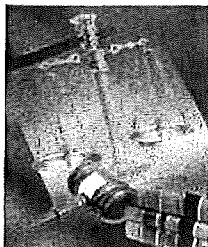
Phone: 605.642.4772

Cell: 605.210.2410

Fax: 605.642.4773

[Zach.Grapentine@interstateeng.com](mailto:Zach.Grapentine@interstateeng.com)

**Professionals you need, people you trust.**



## JOHNSON LAW OFFICE

MITCHELL D. JOHNSON  
2902 W. MAIN ST., SUITE 1

TELEPHONE: (605) 343-7842  
FAX: (605) 343-5379  
RAPID CITY, SD 57702  
[mjohn26477@aol.com](mailto:mjohn26477@aol.com)  
[www.mitchelljohnsonlaw.com](http://www.mitchelljohnsonlaw.com)

June 3, 2021

Weston Engineering Inc.  
ATTN: Jerry Hunt  
P.O. Box 260  
Upton, Wyoming 82730

**DRAFT**

RE: Hermosa Well Rehab Project, DWSRF # C462278-02  
IE No.: L21-03-097.08

Dear Mr. Hunt,

In a letter from the South Dakota Department of Agriculture and Natural Resources ("DANR"), dated April 20, 2021, (ATTACHED) they provide a response to the Town of Hermosa regarding the non-compliance with the American Iron and Steel requirement (ATTACHED) which was a requirement of the funding and which Weston Engineering, Inc. ("Weston") certified in its bid that Weston would comply with that requirement.

As you are aware Weston failed to comply with the "American Iron and Steel Certification" which you signed on behalf of Weston on October 3, 2017.

As such, Weston is not due any additional payment for the project due to this non-compliance issue. Additionally, the Town of Hermosa has had additional costs to attempt to resolve and close the funding package with DANR such as additional engineering fees, town staff fees and attorney fees.

The attached "Construction Change Order No. 2" deducts the items not previously paid and Phase 2A items. The project was bid with alternate 2A and 2B with the understanding that only one of the alternates would be accepted. Item 2B was accepted, therefore, the "Construction Change Order No. 2" deducts item 2A. The attached "Pay Application No. 3" reflects the "Construction Change Order No. 2" changes and indicates a zero-balance remaining to be completed or to be paid on the project.

Due to the additional costs the Town of Hermosa has incurred to close this project, the Town is accessing liquidated damages in the amount of \$12,367.35. The liquidated damages are a result of additional engineering fees, town staff fees, attorney fees and not having compliant pipe in the well which was bid and paid for.

The Town of Hermosa elects to simply close the project without further litigation in the South Dakota state or federal courts to bring the project into compliance and accepts this as final. I am sure you agree.

Please sign and return following enclosed documents to me at the address indicated above:

- **Construction Change Order No. 2 – Final, sign**
- **Pay Application No. 3 – Final**
- **Settlement Agreement and Mutual Release**

These documents will allow the closure of the project with DANR.

Thank you in advance for your anticipated cooperation and prompt signature and delivery of the foregoing documents.

Sincerely,

**DRAFT**

Mitchell D. Johnson

MDJ/md

cc: Hermosa Board of Trustees via email

**SETTLEMENT AGREEMENT AND MUTUAL RELEASE**

This Settlement Agreement and Mutual Release (“Settlement Agreement”) is entered into by the Town of Hermosa, a municipal corporation organized and existing in the State of South Dakota (hereinafter referred to as “Hermosa”), its administrators, personal representatives, successors and assigns and Weston Engineering, Inc. a corporation organized and existing in the State of Wyoming, its successors, predecessors, assigns and past, present, and future officers, directors, agents, employees and attorneys (hereinafter referred to as “Weston”).

**RECITALS**

- A. On or about October 30, 2017, Hermosa awarded a contract to Weston to commence and complete construction of the Hermosa Well Rehabilitation Project which Weston accepted on October 30, 2017, (hereinafter referred to as “Contract Documents”).
- B. Pursuant to the terms of the Contract Documents, Hermosa contracted to pay Weston and Weston contracted to construct and complete the construction of the Hermosa Well Rehabilitation Project to include under Phase 1: mobilization, remove pumping equipment, cement bond log, perforate well, well development and discrete zone sampling at the bid price of \$39,700.00.
- C. Pursuant to the terms of the Contract Documents, Hermosa contracted to pay Weston and Weston contracted to construct and complete the construction of the Hermosa Well Rehabilitation Project to include under Phase 2A: mobilization, furnish 3” stainless steel drop pipe, install pumping equipment, aquifer testing, well disinfection and a report at the bid price of \$47,740.00.
- D. Pursuant to the terms of the Contract Documents, Hermosa contracted to pay Weston and Weston contracted to construct and complete the construction of the Hermosa Well Rehabilitation Project to include under Phase 2B: mobilization, set packers and squeeze perforated zone, drill out cement and clean to total depth, well development, furnish 3” stainless steel drop pipe, install pumping equipment, aquifer testing, well disinfection and a report at the bid price of \$80,450.00
- E. The total original contract price was therefore \$167,890.
- F. In a letter from the South Dakota Department of Agriculture and Natural Resources (“DANR”), dated April 20, 2021, they provide a response to the Town of Hermosa regarding the non-compliance with the American Iron and Steel requirement which was a requirement of the funding and which Weston certified in Weston’s bid that Weston would comply with that requirement.

**G. Weston Engineering, Inc. did not comply.**

- H. As such, Weston Engineering, Inc. is not due any additional payment for the project due to this non-compliance issue. Additionally, the Town of Hermosa has had additional costs to attempt to resolve and close the funding package with DANR such as additional engineering fees, town staff fees and attorney fees.
- I. Weston has executed the "Construction Change Order No. 2" which deducts the items not previously paid and Phase 2A items. The project was bid with alternate 2A and 2B with the understanding that only one of the alternates would be accepted. Item 2B was accepted, therefore, the "Construction Change Order No. 2" deducts item 2A.
- J. Weston has executed the "Pay Application No. 3" which reflects the "Construction Change Order No. 2" changes and indicates a zero-balance remaining to be completed or to be paid on the project.
- K. Due to the additional costs the Town of Hermosa has incurred to close this project, the Town is accessing liquidated damages in the amount of \$12,367.35. The liquidated damages are a result of additional engineering fees, town staff fees, attorney fees and not having compliant pipe in the well which was bid and paid for.
- L. The parties elect to simply close the project without further litigation in the South Dakota state or federal courts to bring the project into compliance and accepts this as final.
- M. Hermosa claims that Weston has not completed all of its obligations under the Contract Documents which Weston denies. Weston claims it has completed its obligations under the Contract Documents and is therefore entitled to final payment which Hermosa denies. Notwithstanding the parties' respective claims, the parties agree to the Settlement Agreement as an accord and satisfaction of any and all claims each may have against the other as hereinafter set forth.
- N. Hermosa and Weston desire to enter into this Settlement Agreement and Mutual Release in order to provide for full satisfaction and discharge of all claims which have, or might be made against each other arising out the Contract Documents upon the terms and conditions set forth below. It is the intention of the settlement herein that all parties are settling all claims arising out of the facts and circumstances involved in the Contract Documents.

## **AGREEMENT**

### **1.0 Release and Discharge of all Claims**

- A. In consideration of One Dollar (\$1.00) and other good and valuable consideration Hermosa and Weston hereby completely release each other and forever acquit, discharge and covenant to hold harmless each from the other from any past, present or future claims, demands, specific performance, contract payments, obligations actions, causes of action (including but not limited to wrongful death, survival actions, bystander actions, bad faith, and personal injury actions) known or unknown, claims, demands, damages, costs, loss of services, loss of consortium, expenses, interest, subrogated claims, attorney fees, and compensation of whatever type, as well as consequential damages of whatever type or nature, whether legal or equitable, on account of, or in any way growing out of, any all known damages, that may now or hereafter have resulting from the Contract Documents and the parties performance under the Contract Documents.
- B. This release and discharge shall apply to both parties' past, present and future officers, directors, stockholders, attorneys, agents, subcontractors, servants, representatives, employees, subsidiaries, affiliates, partners, predecessors and successors in interest and all assigns and all other persons, firms or corporations with whom any of the former have been, are now, or may hereafter be affiliated.
- C. The parties agree that any contracts heretofore existing between the parties are satisfied in full, each is discharged from the same and any and all contracts heretofore existing between the parties are terminated.
- D. This release shall be fully binding and complete settlement between Hermosa and Weston and their heirs, assigns and successors.

### **2.0 Reading of Agreement**

- A. In entering into this Settlement Agreement, both parties represent that they have completely read all terms hereof, that such terms are fully understood and voluntarily accept the same, and that they have had the opportunity to consult with counsel of their choosing.
- B. The parties warrant, represent and agree that they are not relying on the advice of each other or anyone associated with them as to the legal consequences or other consequences of any kind arising out of this Settlement Agreement.

**3.0 No Admission of Liability**

**A. No Admission of Liability**

The parties understand that neither admits liability to the other and that this settlement is a compromise made to terminate further controversy respecting all such claims between them.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2021.

TOWN OF HERMOSA

\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Hermosa Finance Officer  
(SEAL)

Dated this \_\_\_\_ day of \_\_\_\_\_, 2021.

Weston Engineering, Inc.

\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary  
(CORPORATE SEAL)

Date of Issuance: June 16, 2020	Effective Date: June 16, 2020
Owner: Town of Hermosa	Owner's Contract No.:
Contractor: Weston Engineering, Inc.	Contractor's Project No.:
Engineer: Interstate Engineering, Inc.	Engineer's Project No.: L21-03-097.08
Project: Hermosa Well Rehabilitation Project	Contract Name:

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

Description: See Attachment

Attachments: See Attachment to Change Order #2 (FINAL) which is incorporated and included.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>167,980.00</u>	Original Contract Times: Substantial Completion: <u>NO CHANGE</u> Ready for Final Payment: _____ days or dates
Increase from previously approved Change Orders No. <u>1</u> to No. <u>1</u> : \$ <u>973.35</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>   </u> to No. <u>   </u> : Substantial Completion: <u>NO CHANGE</u> Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ <u>168,953.35</u>	Contract Times prior to this Change Order: Substantial Completion: <u>NO CHANGE</u> Ready for Final Payment: _____ days or dates
Decrease of this Change Order: \$ <u>54,040.00</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>NO CHANGE</u> Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: \$ <u>114,913.35</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>NO CHANGE</u> Ready for Final Payment: _____ days or dates

<p><b>RECOMMENDED:</b></p> <p>By: <u>Ronald A. Bays</u> By: _____ Engineer (if required) Owner (Authorized Signature)</p> <p>Title: <u>Town Engineer</u> Title: _____</p> <p>Date: <u>6.09.2021</u> Date: _____</p>	<p><b>ACCEPTED:</b></p> <p>By: _____ By: _____ Owner (Authorized Signature) Contractor (Authorized Signature)</p> <p>Title: _____ Title: _____</p> <p>Date: _____ Date: _____</p>	<p><b>ACCEPTED:</b></p> <p>By: _____ By: _____ Owner (Authorized Signature) Contractor (Authorized Signature)</p> <p>Title: _____ Title: _____</p> <p>Date: _____ Date: _____</p>
---	---	---

Approved by Funding Agency (if applicable)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: \_\_\_\_\_

**ATTACHMENT TO CHANGE ORDER #2 (FINAL)**

Project: Hermosa Well Rehabilitation Project

Owner: Town of Hermosa

I am recommending the following revisions:

<u>Description:</u>	<u>Decrease:</u>	<u>Increase:</u>
---------------------	------------------	------------------

**PHASE 2A:  
Deduct the Following Items:**

Bid Item 1: Mobilization	\$ 5,000.00	
Bid Item 2: Furnish 3-Inch Stainless Steel Drop Pipe	\$36,440.00	
Bid Item 3: Install Pumping Equipment	\$ 1,800.00	
Bid Item 4: Aquifer Testing	\$ 2,500.00	
Bid Item 5: Well Disinfection	\$ 500.00	
Bid Item 6: Report	<u>\$ 1,500.00</u>	
<b>Phase 2A Subtotal:</b>	<b>\$47,740.00</b>	

**PHASE 2B:  
Deduct the Following Items:**

Bid Item 6: Install Pumping Equipment	\$ 1,800.00	
Bid Item 7: Aquifer Testing	\$ 2,500.00	
Bid Item 8: Well Disinfection	\$ 500.00	
Bid Item 9: Report	<u>\$ 1,500.00</u>	
<b>Phase 2B Subtotal:</b>	<b>\$ 6,300.00</b>	

These changes adjust quantities to final installed quantities.

**Net Contract Change this CCO: Decrease of** \$54,040.00

**No Change in Contract Time.**



## Contractor's Application for Payment No. 3 - FINAL

Application Period:	September 26, 2018 through May 31, 2020	Application Date:	6/7/2021
From (Contractor):	Weston Engineering, Inc.	Via (Engineer):	Interstate Engineering, Inc.
Contract:		Engineer's Project No.:	
Contractor's Project No.:			

### Application For Payment Change Order Summary

Approved Change Orders Number	Additions	Deductions
1	\$973.35	
2		\$54,040.00
<b>TOTALS</b>	<b>\$973.35</b>	<b>\$54,040.00</b>
<b>NET CHANGE BY</b>		<b>-\$53,066.65</b>
<b>CHANGE ORDERS</b>		

1. ORIGINAL CONTRACT PRICE \$ 5167,960.00

2. Net change by Change Orders \$ -53,066.65

3. Current Contract Price (Line 1 ± 2) \$ 5114,893.35

4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates) \$ 5114,893.35

5. RETAINAGE:

a.  Work Completed \$

b.  Stored Material \$

c. Total Retainage (Line 5.a + Line 5.b) \$

6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c) \$ 5114,893.35

7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application) \$ 5102,546.00

8. AMOUNT DUE THIS APPLICATION <sup>LESS L.D.'s</sup> \$ 12,347.35

9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above) \$ "0.00"

**Contractor's Certification**

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

---

Contractor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Payment of: \$ 0.00 *Due To Liquidated Damages*  
 (Line 8 or other - attach explanation of the other amount)

is recommended by: *Ronald B...* (Engineer) *6.09.2021* (Date)

Payment of: \$ \_\_\_\_\_ (Line 8 or other - attach explanation of the other amount)

is approved by: \_\_\_\_\_ (Owner) \_\_\_\_\_ (Date)

Approved by: \_\_\_\_\_ (Date)

Funding or Financing Entity (if applicable) \_\_\_\_\_ (Date)

**Progress Estimate - Unit Price Work**

**Contractor's Application**

For (Contract):		Weston Engineering, Inc.		Application Number: 3 - FINAL							
Application Period:		September 26, 2018 through May 31, 2020		Application Date: 6/16/2020							
A		B		C		D		E		F	
Bid Item No.	Item Description	Contract Information			Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)	
		Item Quantity	Units	Unit Price							Total Value of Item (\$)
<b>PHASE 1</b>											
1	Mobilization/Demobilization	1									
2	Remove Pumping Equipment	1									
3	Cement Bond Log	1									
4	Perforate Well	1									
5	Well Development	24									
6	Discrete Zone Sampling	1									
<b>PHASE 2A</b>											
1	Mobilization	1									
2	Furnish 3-Inch Stainless-Steel Drop Pipe	800									
3	Install Pumping Equipment	1									
4	Aquifer-Testing	1									
5	Well Disinfection	1									
6	Report	1									
<b>PHASE 2B</b>											
1	Mobilization	1									
2	Set Packers and Squeeze Perf Zone	1									
3	Drill Out Cement and Clean to Total Depth	1									
4	Well Development	24									
5	Furnish 3-Inch Stainless Steel Drop Pipe	800									
6	Install Pumping Equipment	1									
7	Aquifer-Testing	1									
8	Well Disinfection	1									
9	Report	1									
CC01	Check Valves	1									
<b>Totals</b>											
										\$114,913.35	\$114,913.35
										100.0%	100.0%

**CERTIFICATE OF ACCEPTANCE**

Recipient: Town of Hermosa

Project No.: DWSRF #C462278-02

Project Title: Well Rehab Project

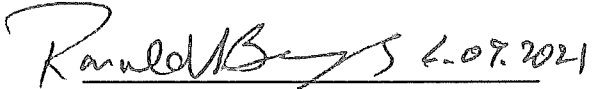
Contractor: Weston Engineering

The Project Engineer/Architect verifies that the construction has been performed in accordance with the plans, specifications, and change orders as approved by the Department of Environment and Natural Resources and the terms of the contract documents and the work performed has been observed by an authorized representative of the Project Engineer/Architect and the project is determined complete.

Contract requirements were met. However, the Contractor did not comply with the American Iron and Steel as required. See attached letter from DANR dated April 20, 2021.

This Approval/Certification is made with that letter as an exception.

Interstate Engineer, Inc.  
Project Engineer/Architect Firm

  
Authorized Representative      Date

The owner accepts the project as complete in accordance with the terms of the contract documents.

Town of Hermosa  
Owner

\_\_\_\_\_  
Authorized Representative      Date



**DEPARTMENT of AGRICULTURE  
and NATURAL RESOURCES**

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

April 20, 2021

Ms. Vicki Henrichsen, Board President  
Town of Hermosa  
PO Box 298  
Hermosa, SD 57744-0298

Re: American Iron and Steel Non-Compliance Finding  
Well Rehabilitation  
DWSRF C462278-02

Dear Ms. Henrichsen:

This letter is to address the American Iron and Steel (AIS) non-compliance finding for the town of Hermosa due to the installation of 3-inch stainless steel well casing pipe of unknown or non-domestic origin.

**American Iron and Steel Requirements:** The Safe Drinking Water Act, under the authority of section 1452(a)(4), includes the requirement for Drinking Water State Revolving Fund (DWSRF) assistance recipients to use iron and steel products that are produced in the United States or otherwise obtain a waiver.

**Project Background and Non-Compliance:** The Town of Hermosa Well Rehabilitation project required the use of 3-inch stainless steel well casing pipe as a part of the efforts to rehabilitate the existing well.

- **Timing of the waiver request:** No waiver was requested by either the town or the contractor and the non-compliant materials have been permanently installed into the well since 2018.
- **Availability of 3-inch Stainless Steel Well Casing:** The contractor supplied a letter from its supplier after the non-compliant material issue was raised. This letter indicates that the material was not domestically available. No prior communication between the contractor and the town of Hermosa was provided regarding the use or availability of non-compliant materials. The contractor failed to inform the town of the non-compliant materials being supplied. The town did not become aware of the issue until July 2020, when AIS certification letters were requested by a new consulting engineer hired to help complete the project closeout. The contractor has been unwilling to provide additional information or a proposed remedy to correct the issue of non-compliance.

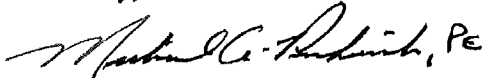
**Finding:** In light of the abovementioned factors, the department finds that the 3-inch Stainless Steel Well Casing that was installed by the town of Hermosa is non-compliant with AIS requirements. As a result of the unwillingness of the contractor to remedy or respond to the non-compliant material concerns the

department initiated a complaint with EPA's Office of Inspector General. At this time there has been no final resolution or action by EPA regarding the complaint against the contractor.

Because the town of Hermosa was not made aware of the installation of the non-compliant material in a timely manner, the department is using its discretion under United States Environmental Protection Agency Memorandum to Water Management Division Directors dated March 20, 2014, to allow the town of Hermosa to use the non-AIS compliant 3-inch stainless steel well casing pipe and be reimbursed for that cost. No funding for this project will be withheld.

A copy of this letter should be retained in the official project file. If there are questions concerning this finding, please contact Andy Bruels or myself at (605) 773-4216.

Sincerely,



Michael A. Perkovich, P.E.  
Program Administrator  
Environmental Funding Program

cc: Ron Bengs, Interstate Engineering, Spearfish

**Weston Engineering, Inc. (Prime)**  
**Town of Hermosa-Well Rehabilitation Project**  
**Status Report – April 30, 2020**

**WESTON ENGINEERING, INC.:**

Last payroll received was week ending 12/22/18. When the next payroll reports begin, could you send with them a statement for the week-endings that you have not worked between last payroll and starting payroll.

Thank You

Project has been put on hold and is in the process of being closed.

## Ron Bengs

---

**From:** Ron Bengs  
**Sent:** Friday, May 1, 2020 11:34 AM  
**To:** uptooffice@westonengineering.com  
**Cc:** Gail (Hermosa) (gail@hermosasd.com); Bill Lass (BHCLG) (wlass@tie.net); Sally Uhrig  
**Subject:** FW: Davis Bacon Payroll Status Report Town of Hermosa Well  
**Attachments:** SCopier-CLC20050110190.pdf

Kristi,  
Attached is the report from Sally at BHCLG.,

In discussions with Sally, she will need the following to close this portion out:

If this was the last payroll (12-22-18), all she needs is an email from you indicating there was no payrolls after that date.

If there was additional payrolls, those need to be submitted in order to close this project out.

Thanks for your assistance.

Call if you have questions.

Please let me know you have rec'd this email and please include me on any correspondence.

Thanks

*To better serve our clients the Spearfish office has relocated to 120 Industrial Drive, Ste. 2. Stop by and say "hello"!*

**Ronald A. Bengs, PE**  
**Senior Project Engineer/Office Manager**  
*Interstate Engineering*  
120 Industrial Drive, Suite 2  
PO Box 226  
Spearfish, SD 57783  
Phone: 605.642.4772  
Cell: 605.391.2086  
Fax: 605.642.4773  
[Ron.Bengs@interstateeng.com](mailto:Ron.Bengs@interstateeng.com)

*Professionals you need, people you trust.*

**From:** Sally Uhrig [mailto:suhrig@tie.net]  
**Sent:** Friday, May 1, 2020 10:05 AM  
**To:** Ron Bengs <Ron.Bengs@interstateeng.com>; Town of Hermosa (twnhrmsa@custercountysd.com) <twnhrmsa@custercountysd.com>; William Lass <wlass@tie.net>  
**Subject:** Davis Bacon Payroll Status Report Town of Hermosa Well

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

## Ron Bengs

---

**From:** Upton Office <uptonoffice@westonengineering.com>  
**Sent:** Thursday, May 14, 2020 8:30 AM  
**To:** suhrig@tie.net; Ron Bengs  
**Subject:** Hermosa Project Payroll

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Sally,

I have discussed with Jerry and the payroll you have is the last payroll for the job.

Thank you,

Kristi Paschall  
Weston Engineering, Inc  
P.O. Box 260 Upton, Wyoming 82730  
1401 East HWY 16 Upton, Wyoming 82730  
307.468.2427 Office  
307.468.2547 Fax

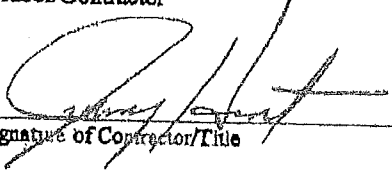
## AMERICAN IRON AND STEEL CERTIFICATION

1. **Identification of American-made Iron and Steel:** Consistent with the terms of the Borrower's bid solicitation and the provisions of the Consolidated Appropriations Act of 2014 ("Omnibus Spending Bill"), Section 436, the Bidder certifies that this bid reflects the Bidder's best, good faith to identify domestic sources of iron and steel for all iron and steel products contained in the bid solicitation where such American-made products are available on the schedule and consistent with the deadlines prescribed in or required by the bid solicitation.
2. **Verification of U.S. Production:** The Bidder certifies that all iron and steel products contained in the bid solicitation that are American-made have been so identified, and if this bid is accepted, the Bidder agrees that it will provide reasonable, sufficient, and timely verification to the Borrower of the U.S. production of each iron and steel product so identified through the completion of the step certification process.
3. The Bidder is responsible for submitting certified product information to the assistance recipient. Utilization of the step certification process is strongly encouraged. This process requires that each handler (supplier, fabricator, manufacturer, processor, etc.) of the iron and steel products certifies that their step in the process was domestically performed and provides a letter of certification from each supplier/fabricator on transfer of intermediate product. Step certification creates a paper trail which documents the location of the manufacturing process involved with the production of steel and iron materials. An example certification letter can be found in Appendix 5 of the American Iron and Steel Provisions in the SRF General Conditions.
4. The American Iron and Steel provision applies in a manner consistent with United States obligations under international agreements. Typically, these obligations only apply to direct procurement by the entities that are signatory to such agreements. State Revolving Fund assistance recipients are not signatories to such agreements, so these agreements have no impact on the American Iron and Steel provision. Claims from suppliers that the American Iron and Steel provision does not apply to certain products based on the International Trade Agreement exemptions of the Consolidated Appropriations Act of 2014 will not be accepted.
5. **Documentation Regarding Non-American-made Iron or Steel:** The Bidder certifies that for any iron and steel product that is not American-made and is so identified in this bid, the Bidders has included in or attached to this bid the following, as applicable:
  - a. Identification of and citation to a national waiver published by the U.S. Environmental Protection Agency on the official public Internet Web site of the Environmental Protection Agency that is applicable to such iron and steel product, and an analysis that supports its applicability to the iron and steel product;
  - b. Verifiable documentation sufficient to the Borrower that the waiver request process has been initiated. The assistance recipient may receive a waiver at any point before, during, or after the bid process, if one or more of three conditions is met:
    1. Applying the American Iron and Steel requirements of the Act would be inconsistent with the public interest;

2. Iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
3. Inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

A checklist detailing the types of information required for a waiver to be processed can be found in Appendix 1 of the American Iron and Steel Provisions of the SRF General Conditions. Until a waiver is granted by EPA, the AIS requirements stand.

Weston Engineering Inc.  
Bidder/Contractor

  
Signature of Contractor/Title

10/3/17  
Date

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

**10100 CASH/10700 CASHRSRV/10800 DPSTRSRV**  
**May 2021**

**Account Summary**

Beginning Balance on 5/1/2021	\$936,405.00
+ Receipts/Deposits	\$64,877.01
- Payments (Checks and Withdrawals)	\$55,073.84
Ending Balance as of 5/30/2021	\$946,208.17

Cleared	\$946,208.17
Statement	\$946,208.17
Difference	\$0.00

**Cash Balance**

Active 101-10100 GENERAL FUND	\$222,403.83
Active 101-10700 GENERAL FUND	\$0.00
Active 211-10100 BBB Gross Receipts Tax Fund	\$32,142.54
Active 272-10100 FEMA FUND/CONSTRUCTION ACCT	\$0.00
Active 301-10100 DEBT SERVICE FUND	\$187,804.09
Active 602-10100 WATER FUND	\$251,191.75
Active 602-10700 WATER FUND	\$3,795.63
Active 602-10800 WATER FUND	\$10,110.50
Active 604-10100 SEWER FUND	\$238,260.02
Active 604-10700 SEWER FUND	\$313.83
Cash Balance	\$946,022.19

Beginng Balance	\$936,405.00
+ Total Deposits	\$71,183.96
- Checks Written	\$58,871.36
Check Book Balance	\$948,717.60
Difference	\$2,695.41

TOWN OF HERMOSA

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Pioneer Bank & Trust

10100 CASH

Check Nbr	Vendor Name	Check Date	Outstanding	Cleared
Deposit	12-21-2020PSN	12/21/2020	(\$871.73)	
Deposit	12-21-2020PSN	12/21/2020	(\$171.74)	
Deposit	02-16-2021PSN	2/16/2021	(\$2,104.84)	
Deposit	02-17-2021PSN	2/17/2021	(\$57.41)	
Deposit	02-19-2021PSN	2/19/2021	(\$97.41)	
Deposit	20210323UB0	3/23/2021		
Deposit	20210323UB1	3/23/2021	(\$714.51)	
Deposit	20210323UB1	3/23/2021	\$239.51	
Deposit	20210323UB1	3/23/2021	\$475.00	
Deposit	03-30-2021PSN	3/31/2021	(\$97.22)	
Deposit	04-12-2021UB	4/12/2021	(\$1,801.98)	
Deposit	04-12-2021UB	4/12/2021	(\$67.73)	
Deposit	04-26-21UB	4/26/2021		(\$1,268.86)
Deposit	042721 REC2	4/27/2021		(\$4,939.73)
Deposit	04-28-21PSN	4/28/2021		(\$69.91)
Deposit	04-28-21PSN	4/28/2021		(\$0.09)
Deposit	04-28-21PSN1	4/28/2021		(\$24.38)
Deposit	04-28-21UB	4/28/2021		(\$1,121.20)
Deposit	04-28-21UB	4/28/2021		(\$2.00)
Deposit	05-03-2021PSN	5/3/2021		(\$199.26)
Deposit	05-03-21UB	5/3/2021		(\$1,024.42)
Deposit	04-03-21PSN1	5/3/2021		(\$81.52)
Deposit	05-04-21UB	5/4/2021		(\$342.81)
Deposit	05-04-21UB	5/4/2021		(\$1.19)
Deposit	05-05-21PSN	5/5/2021		(\$393.01)
Deposit	05-05-21UB	5/5/2021		(\$651.89)
Deposit	05-05-21UB	5/5/2021		(\$11.36)
Deposit	05-07-21PSN	5/7/2021		(\$105.50)
Deposit	05-10-21Ps	5/10/2021		(\$1,350.53)
Deposit	05-10-21UB	5/10/2021		(\$742.73)
Deposit	05-11-21PSN	5/11/2021		(\$211.50)
Deposit	05-11-21PSN1	5/11/2021		(\$66.50)
Deposit	051221REC	5/14/2021		(\$1,226.25)
Deposit	05-14-21PSN	5/14/2021		(\$494.85)
Deposit	05-14-21PSN1	5/14/2021		(\$201.50)
Deposit	05-14-21UB	5/14/2021		(\$14.29)
Deposit	05-14-21UB	5/14/2021		(\$2,536.78)
Deposit	05-17-21PSN	5/17/2021		(\$102.00)
Deposit	05-17-21PSN	5/17/2021		(\$1,912.52)
Deposit	05-17-21UB	5/17/2021		(\$394.91)
Deposit	05-17-21UB	5/17/2021		(\$6.99)
Deposit	05-17-21PSN1	5/17/2021		(\$466.51)
Deposit	05-18-21UB	5/18/2021		(\$71.55)
Deposit	05-18-21UB	5/18/2021		(\$942.46)
Deposit	05-18-21PSN	5/18/2021		(\$218.30)
Deposit	05-19-21PSN	5/19/2021		(\$68.01)
Deposit	05-19-21UB	5/19/2021		(\$363.01)
Deposit	05-19-21UB	5/19/2021		(\$5.49)

TOWN OF HERMOSA

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Pioneer Bank & Trust

10100 CASH

Check Nbr	Vendor Name	Check Date	Outstanding	Cleared	
Deposit	05-20-21PSN	5/20/2021		(\$67.50)	
Deposit	05-20-21PSN1	5/20/2021		(\$761.17)	
Deposit	05-20-21UB	5/20/2021		(\$159.55)	
Deposit	05-20-21UB	5/20/2021		(\$463.45)	
Deposit	052121REC	5/21/2021		(\$4,021.75)	
Deposit	05/25/21UB	5/25/2021	(\$9.00)		
Deposit	05/25/21UB	5/25/2021	(\$239.50)		
Deposit	05-21-21U	5/25/2021		(\$342.70)	
Deposit	05-27-21UB	5/27/2021	(\$721.89)		
Deposit	Custer Co 5 28 21	5/28/2021		(\$36,028.11)	
Deposit	05-28-21PSN	5/28/2021	(\$66.50)		
Deposit	06 09 2021 Receipt	6/9/2021		(\$769.42)	
Deposit	060921REC	6/9/2021		(\$607.62)	
Deposit	May 2021 Int Pd	6/9/2021		(\$21.93)	
000794E	Verizon Connect NWF, Inc.	1/20/2021	\$32.38		
000859E	A & B Business Equipment, Inc.	5/6/2021		\$517.77	
000860E	Pioneer Bank & Trust	5/6/2021		\$894.16	
000861E	Sanders Sanitation	5/6/2021		\$2,819.90	
000862E	US Bank	5/6/2021		\$1,493.23	
000863E	EFTPS	5/6/2021		\$1,068.99	
000871E	BH Electric Coop	5/18/2021		\$3,203.56	
000872E	PAYMENT SERVICE NETWORK	5/18/2021		\$77.95	
000873E	Rural Development	5/18/2021		\$1,278.00	
000874E	Rural Development	5/18/2021		\$417.00	
000875E	Rural Development	5/18/2021		\$222.00	
000876E	SD Dept of Revenue	5/18/2021		\$449.84	
000877E	EFTPS	5/18/2021		\$830.22	
000882E	Pioneer Bank & Trust	5/28/2021		\$25.00	
000883E	Pioneer Bank & Trust	5/31/2021		\$30.83	
000880E	EFTPS	6/3/2021		\$948.38	*NM
000881E	LINGO	6/3/2021		\$43.85	*NM
014082	King, Robert	4/1/2017	\$69.26		
014739	LEISING, COURTNEY	7/31/2018	\$28.00		
014897	TAYLOR, KIM	12/4/2018	\$14.00		
014979	REICHARDT-GUNHAMMER, DUSTIN	2/4/2019	\$16.38		
015064	Henrichsen, Vicki L	5/1/2019	\$69.26		
015186	VERIZON CONNECT NWF, INC	7/18/2019	\$37.90		
015252	PENA, RAY	9/3/2019	\$32.75		
015354	Henrichsen, Vicki L	11/29/2019	\$46.18		
015360	ALFSON, RICK	12/3/2019	\$50.00		
015544	BIRCH COMMUNICATIONS	4/7/2020	\$23.09		
015582	Henrichsen, Vicki L	4/30/2020	\$115.44		
015702	BIRCH COMMUNICATIONS	7/17/2020	\$25.32		
015777	SCHREURS, ASHLEY	9/2/2020	\$105.63		
015832	Mt Rushmore Telephone	10/8/2020	\$219.55		
015928	Karp, Mike	12/16/2020	\$16.50		
015959	Impressions Rubber Stamp, Inc.	1/8/2021	\$45.74		
015984	WALTMAN, MONTE	1/20/2021		\$58.00	

TOWN OF HERMOSA

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Pioneer Bank & Trust

10100 CASH

Check Nbr	Vendor Name	Check Date	Outstanding	Cleared
016089	HUNSAKER, MONTY	4/8/2021		\$125.00
016091	JONES, NORMAN	4/8/2021	\$5.67	
016095	Nelson's Oil & Gas	4/8/2021	\$36.00	
016101	TMDE CALIBRATION LABS, INC.	4/8/2021	\$102.00	
016110	Belt, Vonda	4/30/2021		\$102.51
016111	Flug, Bernhard	4/30/2021		\$230.87
016112	Henrichsen, Vicki L	4/30/2021		\$161.61
016113	Holsworth, Danny J.	4/30/2021		\$230.87
016114	King, Robert	4/30/2021		\$230.87
016115	Kramer, Linda M.	4/30/2021		\$77.22
016116	Schumack, Terri V	4/30/2021		\$230.87
016117	Boddicker, Gail L.	4/30/2021		\$1,231.89
016118	Daggett, Jimmy L.	4/30/2021		\$681.68
016119	Swier-Dybvig, Jill	4/30/2021		\$907.42
016120	BELT ROBERT AND VONDA	4/26/2021		\$13.77
016121	Code Works	4/26/2021		\$232.62
016124	Mid Continent Testing Lab	4/26/2021		\$301.25
016125	Rushmore Communications	4/26/2021		\$110.00
016126	SD GFOA	4/26/2021		\$75.00
016127	TECHNICHEM	4/26/2021		\$349.20
016128	VERIZON CONNECT NWF	4/26/2021		\$32.38
016129	Ferguson, Chuck	4/30/2021		\$2,266.67
016130	Bradley Westergard	4/30/2021		\$300.00
016131	COPY COUNTRY	5/6/2021		\$14.32
016132	Corr Construction	5/6/2021		\$4,056.75
016133	Ferguson, Chuck	5/6/2021		\$890.00
016134	Health Pool of South Dakota	5/6/2021		\$841.42
016135	McLeod's Printing & Office Sup	5/6/2021		\$129.99
016136	METERING&TECHNOLOGY SOLUTION	5/6/2021		\$939.86
016137	Miller Construction	5/6/2021		\$943.50
016138	Mt Rushmore Telephone	5/6/2021		\$238.51
016139	NORTON, ROSS	5/6/2021	\$125.00	
016140	SD Dept of Revenue	5/6/2021		\$300.00
016141	SD DOT	5/6/2021		\$18,876.13
016142	SD Retirement System	5/6/2021		\$643.38
016143	Southern Hills Publishing Inc.	5/6/2021		\$112.97
016144	Boddicker, Gail L.	5/14/2021		\$1,291.97
016145	Daggett, Jimmy L.	5/14/2021		\$856.38
016146	Swier-Dybvig, Jill	5/14/2021		\$907.42
016147	SDML - Association of Code Enf	5/11/2021		\$240.00
016148	WESTERGARD, BRADLEY	5/14/2021		\$300.00
016149	DYBVG, JILL	5/18/2021	\$156.24	
016150	Golden West Technologies	5/18/2021		\$561.50
016151	JOHNSON LAW OFFICE	5/18/2021		\$578.00
016152	McLeod's Printing & Office Sup	5/18/2021		\$81.36
016153	YESWAY	5/18/2021	\$50.50	
016154	Belt, Vonda	5/28/2021	\$99.73	
016155	Flug, Bernhard	5/28/2021	\$69.26	

TOWN OF HERMOSA

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Pioneer Bank & Trust

10100 CASH

Check Nbr	Vendor Name	Check Date	Outstanding	Cleared
016156	Henrichsen, Vicki L	5/28/2021	\$138.52	
016157	Holsworth, Danny J.	5/28/2021	\$138.52	
016158	King, Robert	5/28/2021	\$138.52	
016159	Kramer, Linda M.	5/28/2021	\$77.22	
016160	Schumack, Terri V	5/28/2021	\$138.52	
016164	WESTERGARD, BRADLEY	5/28/2021	\$300.00	
016165	Ferguson, Chuck	5/28/2021	\$2,266.67	
Receipts/Deposits			(\$6,306.95)	(\$64,877.01)
			<b>Total Deposits</b>	<b>(\$71,183.96)</b>
Payments/Withdrawals			\$4,789.75	\$55,073.84
<b>Outstanding + Cleared Checks = Total Checks Written</b>				<b>\$58,871.36</b>
*NM Next Month items not included in Total Checks Written and Total Deposits				



DEPARTMENT of AGRICULTURE  
and NATURAL RESOURCES

158

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

June 4, 2021

Robert King, President  
Town of Hermosa  
PO Box 298  
Hermosa, SD 57744-0298

RE: Consolidated Program Loan: 2012L-109  
Project: Hwy 79 Water Main Extension

Dear Mr. King:

Enclosed is the Revenue Bond marked paid-in-full. The final payment was received March 8, 2021.

The Board of Water and Natural Resources approved this loan at its meeting in March 25, 2011.

Thank you for your business and we look forward to working with you in the future.

If you have any questions, please don't hesitate to contact me at (605) 773-4907 or

[Stephanie.Riggle@state.sd.us](mailto:Stephanie.Riggle@state.sd.us). Thank you!

Sincerely,

Stephanie Riggle  
Grant and Loan Specialist I  
Division of Financial and Technical Assistance

HERMOSA PLANNING & ZONING BOARD  
REGULAR MEETING  
June 8, 2021 @ 6:00pm



16A

ROLL CALL:

Waltman called the meeting to order at 6:02pm with the following members present; Kespert, Clarke, Harris-absent, Liaison Schumack; Dybvig and 2 citizens present. Pledge of Allegiance led by Waltman.

CALL FOR CHANGES: Motion by Kespert, second by Clarke; to approve agenda as presented; vote; all aye; motion carried.

CONSENT CALENDAR:

May 25, 2021, P&Z minutes as presented; Motion by Kespert, second by Clarke to approve; Vote; all aye; motion carried.

OLD BUSINESS:

2021-06- Southern Hills RV; Jerry Styles updated permit with new detailed plans of the project to present at June 22, 2021 P&Z meeting for approval.

Board Vacancy-Citizen present at meeting voiced interest in serving on P&Z board. Board recommended that he submit a letter of intent to town office.

NEW BUSINESS:

Permit 2021-15; 214 Donna St. Floodplain permit; Claycomb recommended storage shed be moved to the east side of the house. Access ramp will be to the front porch so that it is in the conveyance shadow of the house. Breakaway chain link fence will be moved to approved location. Motion by Kespert to approve with requested conditions from Claycomb, 2<sup>nd</sup> by Clarke; Vote; all aye; motion carried.

2021-17- 30 N. Ferguson St.- Pop's Grocery Store; Informational Permit for temporary banner sign; No action taken.

REVIEW BOT MINUTES:

Discussion included the BOT denying approval to implement Custer Co. Ordinance No. 20 and updated regulations regarding Fireworks (131.01). P&Z board plans to resubmit at future BOT meeting for approval. Waltman asked questions about the approved WRT system. Schumack informed board that it is the simplest, safest most cost-effective and environmentally sound process available for removing radium and other contaminants from water. Plan is to implement and get both wells working to produce a safe and sufficient water supply.

ORDINANCE REVIEW & WORK ITEMS:

Custer Co. Ordinance No. 20. P&Z Board agreed to adopt sections of Custer Co. Ordinance 20 to include sections 1, 2, 3 and introduction. Waltman requested (8a) be removed from completed work items sent to BOT and moved to Old Business. Plans to resubmit at future BOT meeting.

Chapter 131: Fireworks- Kespert presented changes for 131.01 to include: It shall be unlawful for a person to discharge fireworks within town limits; 1. Whenever the National Weather Service has declared Grassland fire danger high, very high or extreme. 2. High wind watch or warning. 3. Custer County has issued a Red Flag warning. 4. Without final approval by the board. Waltman requested (8b) be removed from completed work items sent to BOT and moved to Old Business. Plans to resubmit at future BOT meeting.

Zoning Ordinance for ADU's – Harris working on updating a few reference numbers that are incorrect and a clear definition of a home on skids. P&Z board disagrees with excessive rules requested by the BOT. Pending.

Permit Processes, Harris working on brochure form for permit processes; Pending

Annexation; BOT has pending until this fall. Motion by Kespert to remove from agenda. Second by Clarke; Vote; all aye; motion carried.

TRUSTEE INPUT: Kespert would like to have the P&Z board communicate and agree that someone from P&Z should try to be present at all BOT meetings. Schumack had question on P&Z board receiving citizen complaint. Kespert stated that P&Z does not handle complaints, but the complaint was about Commercial Parking in town. Harris advised board to review town's

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

ordinance on parking and report back with any concerns. Kespert and Waltman did review ordinance and agreed that no changes need to be addressed at this time. Some discussion on emergency sirens in town and if they are both working. Apparently, some thought it was broken and in need of repair. Dybvig will investigate issue and give an update at next meeting.

CITIZEN INPUT:

ADJOURN: Motion by Harris second by Waltman to adjourn the meeting at 6:20pm.

---

Lon Waltman, Planning & Zoning Board Vice President

---

Jill Dybvig, Administrative Assistant

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

- 16c

# Town of Hermosa

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

## FLOODPLAIN DEVELOPMENT PERMIT APPLICATION INFORMATION

AES No.:

DATE 5/18/21

PERMIT # 2021-15

Receipt # _____	Cash _____	Check # <u>980941</u>	Application Fee <u>\$100.00</u>
-----------------	------------	-----------------------	---------------------------------

\*\*\*Please be advised all permits are reviewed by the town engineer; those expenses will be included with the permit fees and applicant will be responsible for those expenses.

OWNER Charles E Irvine TELEPHONE 605-430-5796

ADDRESS 214 Donna<sup>RD</sup> Hermosa SD 57744 / Lot 26 in Ferguson

EMAIL \_\_\_\_\_

CONTRACTOR \_\_\_\_\_

ADDRESS \_\_\_\_\_

PROJECT LOCATION/DIRECTIONS \_\_\_\_\_ (BOLD LEGAL)

### PROJECT DESCRIPTION

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

Other/Explanations 6 ft chain link fence around most of the lot -

8x10 shed in the south east corner - 6 ft x 8 ft porch to lean up to the north side over the door not permitted attached to the house -

Project Valuation: \_\_\_\_\_

Market Value of Structure: \_\_\_\_\_

### FLOOD HAZARD DATA

Watercourse Name \_\_\_\_\_

The project is proposed in the Floodway \_\_\_\_\_ Floodway Fringe \_\_\_\_\_

Base (100-year flood elevations(s)) at project site \_\_\_\_\_

Elevation required for Lowest Floor \_\_\_\_\_ NAVD/Floodproofing \_\_\_\_\_ NAVD

Source Documents: Reports/Maps \_\_\_\_\_

Parcel # D10759  
FOR OFFICE USE ONLY

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

COMPLETE IF APPLICABLE TO THIS PROJECT

Does this project involve the placement of an external fuel storage tank? no  
Compliance of FEMA regulation CFR44 60.3, (a) (3) requires that all liquid storage tanks be properly anchored.

Does this project involve the placement of a manufactured/mobile home? no  
Compliance of FEMA regulation CFR44 60.3, (b) (8) requires that all manufactured/mobile homes be properly anchored.

ced  
Initial

*In accepting this permit, the applicant understands that all conditions of the permit must be met, all other regulatory permits have been obtained, an elevation certificate will be provided once project is completed, and agrees to allow on-site inspections, as needed during or after construction, to determine compliance with this permit.*

ced  
Initial

The applicant also acknowledges that he/she is aware of the risks associated with the above development within the Flood Plain and has evaluated that risk.

ced  
Initial

The applicant acknowledges that Flood Insurance is available to anyone in an eligible community, which Hermosa is eligible, whether in the Flood Plain or Not.

ced  
Initial

It's the Applicants responsibility is to provide copies of the approved documents to all architect(s), engineer(s), general contractor(s) and any other Interested parties as are appropriate for each job.

Accepted this 5 day of 18 year 2020.

Charles E. Clive

(Applicant)

PROPOSAL REVIEW CHECKLIST

- Site development plan is complete and depicts flood hazard.
- Engineering data is provided for provided for proposed map and floodway revision.
- Floodway Certification and data document no increase in flood heights.
- Subdivision proposal minimizes flood damage and protects utilities.
- Lowest floor elevation is 1' above the BFE.
- Manufactured homes meet elevation and anchoring requirements.
- A Floodproofing Certificate certifies floodproofing designs.
- Other: \_\_\_\_\_

PERMIT ACTION

- PERMIT APPROVED WITH CONDITIONS: The information submitted for the proposed project was reviewed and is in compliance with approved floodplain management standards (site development plans are on file). (Building Site Plan)
- PERMIT DENIED: The proposed project does not meet approved floodplain management standards (explanation is on file).
- VARIANCE GRANTED: A variance was granted from the base (100-year) flood elevations established by FEMA consistent with variance requirements of NFIP regulations Part 60.6 (variance action documentation is on file).

Recommendation by Authorized Staff:

\_\_\_\_\_  
Floodplain Administrator's Signature Date

Comments: See Conditions of Approval -- page 4 of 4

COMPLIANCE DOCUMENTATION

\_\_\_\_\_ MAP REVISION DATA: Certified documentation by a registered professional engineer of as-built conditions for floodplain alterations were received and submitted to FEMA for a flood insurance map revision.

\_\_\_\_\_ FILL CERTIFICATE: A community official certified the elevation, compaction, slope, and slope protection for all fill placed in the floodplain consistent with NFIP regulations Part 65.5 for map revisions.

\_\_\_\_\_ ELEVATION AND FLOODPROOFING CERTIFICATES: The as-built elevation of the building's lowest floor was certified as \_\_\_\_\_ NGVD; or the building's floodproofing level was certified as \_\_\_\_\_

\_\_\_\_\_ NGVD by a registered professional engineer or licensed surveyor and is on file.

\_\_\_\_\_ CERTIFICATE OF OCCUPANCY OR COMPLIANCE ISSUED ON \_\_\_\_\_ Date

## APPROVAL CONDITIONS

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

### NOTES:

1. Lowest Floor must be 1-foot above the BFE per local ordinance.
2. An elevation certificate will be required following construction to verify compliance.
3. All fill must be placed in accordance with FEMA requirements and cannot be placed to raise natural grade above BFE.
4. (Stick Built) Recommend that the enclosed AREA meet FEMA defined crawl space requirements. (See Tech Bulletin 11-01, Fig. 3)
5. (Stick Built) Enclosed space below the BFE must be vented in accordance with FEMA requirements.
6. No Mechanical Equipment is allowed below BFE.
7. Lowest floor of attached garage **must be** above the BFE or will require venting as an enclosed space.
8. Detached Garage is an accessory building and cannot be used for living space and the use cannot be converted at a later time.
9. (Modular) Skirting on modular must meet FEMA definitions of Breakaway Skirting or the enclosed space under the modular must meet FEMA requirements of an Enclosed Area, (Vented).
10. (Modular) Must be Anchored in accordance with FEMA requirements

It is the Owner's and Builder's responsibility to insure ALL FEMA requirements are understood and complied with before beginning construction in the flood plain.

The BFE is calculated but may change if FEMA reviews – this document provides no guarantee that the calculated BFE will match FEMA's determined BFE.

Flood Insurance can be purchased on this structure and should be evaluated by the Owner.



N

W

S

Fence

6' Wood Brakeaway  
Private Fence

yard

New unattached

Man  
Porch

gate

gate

gate

possible

gate

at chainlink

Peek

6' wood Brakeaway

← Portable Shed

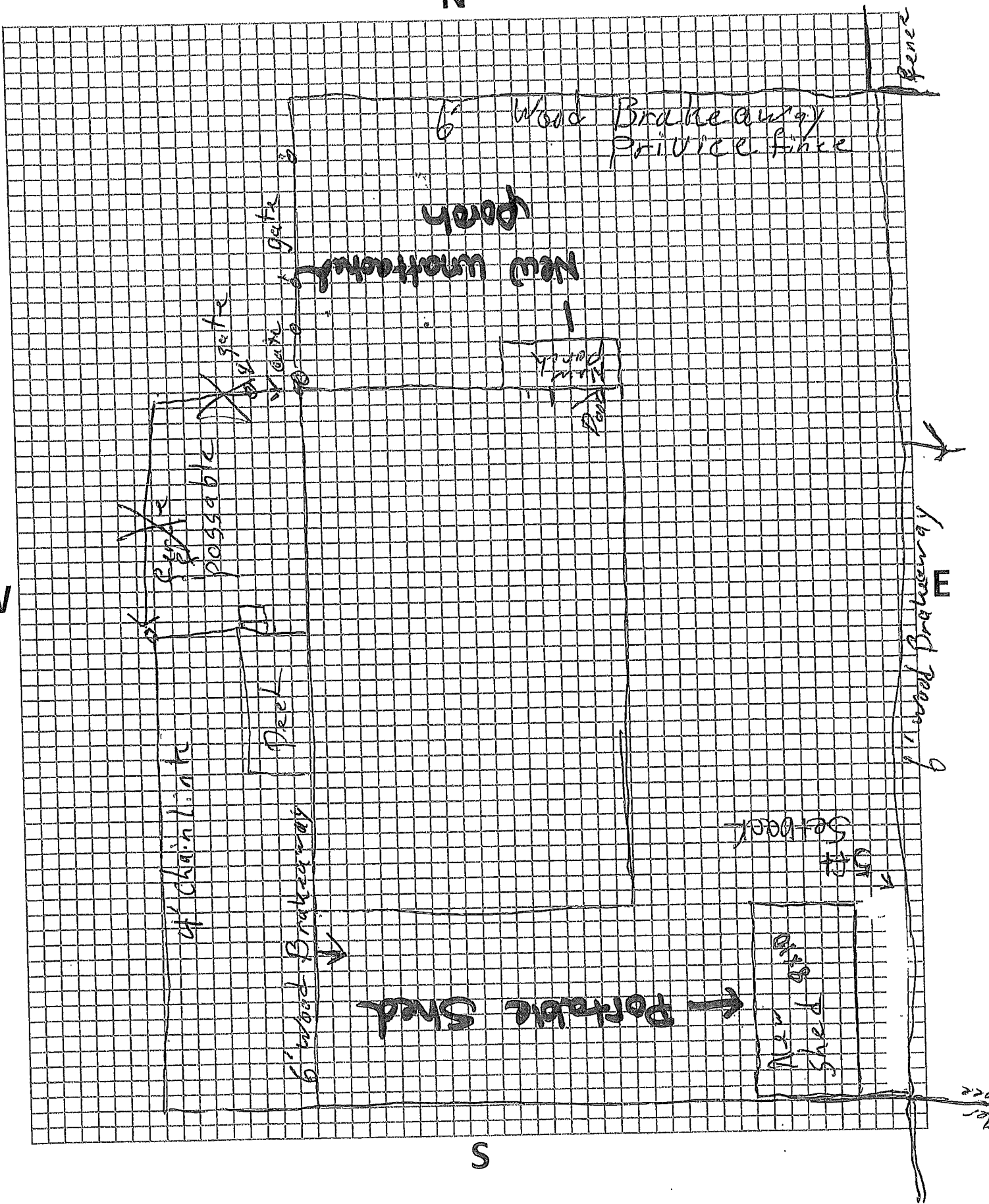
Shed  
off

off  
Setback

6' wood Brakeaway

E

Fence



**CLAYCOMB ENGINEERING  
P.O. BOX 57  
FAIRBURN, SD 57738  
(605)255-4049**

June 3, 2021

**TOWN OF HERMOSA**

**STAFF REPORT:** Floodplain Development Permit for construction of a chain link fence and placement of a storage building, Lot 26, Ferguson Subdivision, 214 Donna Street, Permit #2021-15.

Physical Conditions

The subject lot is 100% within the floodway of Battle Creek Ferguson Split Flow as delineated on the current FEMA Flood Insurance Rate Map (FIRM). The Base Flood Elevation (BFE) varies from about 3292.2 to 3292.9. The existing ground varies from about 3289.7 to about 3290.5 based on the topographic maps used for the FIRM preparation. The calculated depth of flow across the Lot is about 2.5 feet. The BFE and topography are illustrated on the attached map.

Effect of Installing a Chain Link Fence

Normally constructed chain link fences are very detrimental within floodway areas. They commonly will accumulate debris and cause a rise in the water surface elevation just as a solid block wall or building would. In addition, if they collapse due to built up water pressure, a flood wave will progress downstream, causing an increase in the water surface elevation downstream from the fence. A fence constructed north or south of the house could be particularly detrimental, as it would block an area that is currently available for floodwater to pass through.

Site Plan

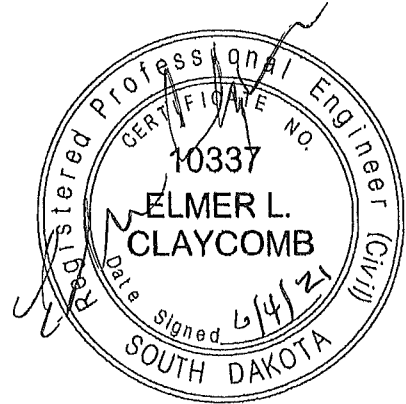
The Site Plan initially submitted included wood and chain link fences extending both north and south of the house, an 8X10 storage shed south of the house, and a new porch ramp to the porch on the north side of the house. The fences were noted as being break-away. Similar site plans have been denied or revised to create less obstruction to flood flows. A copy of the initial site plan is attached.

Working as the Floodplain Administrator, I developed a plan along with the owner that can be recommended for approval. The site plan no longer has fences extending north and south of the house. The storage shed has been moved to the east side of the house so that it is in the conveyance shadow of the house. The access ramp will be to the front porch so it is also in the conveyance shadow of the house.

Recommendations

Approval of the revised site plan is recommended.

Elmer Claycomb, P.E.  
Floodplain Administrator



C:\CLAYCOMB ENGINEERING\Hermosa\214 Donna St\Staff Report-214  
Donna St.doc

Attachments:

Floodplain Development Permit Application Information as originally submitted

Map Showing Ground Elevation Contours and BFE Contours

Aerial Photo showing 214 Donna St., lots where duplex relocated, and lot where house swept off foundation by flood.

Revised Floodplain Development Permit Application Information with missing information added.

160

# Town of Hermosa

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

DATE 6-3-2021

PERMIT # 2021-17

## Informational Permit No Fee

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

\*\*\*IF YES - YOU **NEED** A FLOOD PLAIN DEVELOPMENT PERMIT\*\*

Property Owner Name(s): Pop's Grocery Shoppe

Mailing Address: 30 North Ferguson Street  
Hermosa

Email: \_\_\_\_\_

Address of Project: \_\_\_\_\_

Legal Description: \_\_\_\_\_

\_\_\_\_\_ Subdivision \_\_\_\_\_ Block \_\_\_\_\_ Lot(s) Lot Size \_\_\_\_\_

Description of Work: I would like to put a 4x10  
Banner up for the "Randy & Terri  
Schumack Benefit Picnic" Saturday  
June 12th

i.e. Fence below 4' (front yard), 6' (side/rear yard), Accessory Building/Deck less than 160 sq.ft.; Sidewalk; Driveway; Concrete; Renovation / Remodel / Repairs / Maintenance not requiring Building Permit (i.e. shingle replacement)

Total Cost Estimate of Project \_\_\_\_\_ Total Square Footage of Project \_\_\_\_\_

Building Area (Sq. Ft.) \_\_\_\_\_ Height: 4 x 10

Accessory Bldg. Setbacks From Lot Lines: Front: \_\_\_\_\_ Ft. (20' Town Minimum)

(See Ord.155) Rear: \_\_\_\_\_ Ft. (5' Town Minimum)

Side: \_\_\_\_\_ Ft. (8' Town Minimum)

Side: \_\_\_\_\_ Ft. (8' Town Minimum)

Licensed Contractor / Person doing work \_\_\_\_\_

Address of Contractor / Person Shelley Martin

Contact Phone Number of Contractor / Person 605-255-5977

Parcel # 012B58  
OFFICE USE



**HERMOSA TOWN BOARD  
PUBLIC HEARING FOLLOWED BY REGULAR MEETING  
Tuesday, May 3<sup>rd</sup>, 2011, @ 6pm**

ROLL CALL: Kramer, Bell, Holsworth, Ramsey, & Flug all present at 6:03pm. Pledge of Allegiance led by Holsworth.

CALL FOR CHANGES: Approval of the current agenda. Motion made and seconded to add discussion of Vendors Licenses under New Business, Safe Routes to School grant meeting under Finance Officer, and accept the agenda as amended. Unanimous.

CONSENT CALENDAR: Motion made and seconded to approve the Regular Meeting Minutes from April 19<sup>th</sup>, 2011, as presented. Unanimous.

PUBLIC HEARING: Public Hearing began at 6:04pm. Temporary Malt Beverage License Application for Custer County Fair Board represented by Betty Dickoff. The dates requested for approval are June 17<sup>th</sup>; July 3<sup>rd</sup>; July 10<sup>th</sup>; September 4<sup>th</sup>; September 8<sup>th</sup> & 9<sup>th</sup>; September 18<sup>th</sup>; and November 5<sup>th</sup>, 2011. Motion made and seconded to approve this Temporary Malt Beverage License for the dates requested at a fee of \$250. Unanimous. Temporary Malt Beverage License Application for American Legion, Battle Creek Post #303 for August 13<sup>th</sup>, 2011 was represented by Bill Kelly. Motion made and seconded to approve this Temporary Malt Beverage License for the date requested at a fee of \$50. Unanimous.

CLAIMS: Motion made and seconded to approve the claims as presented. Unanimous.

Claims for Approval 05/03/2011		
Daggett, James	Health Insurance Reimbursement	\$ 200.00
Ferguson Construction	Lagoon Fence Repair	\$ 612.00
Ferguson Construction	Monthly Agreement	\$ 2,266.67
Harris, Shanna	Health Insurance Reimbursement	\$ 200.00
Mt. Rushmore Telephone Co.	Monthly Statement	\$ 167.96
Midcontinent Testing Lab, Inc.	Water Lab Testing	\$ 520.50
Petty Cash	Reimburse Cash Box	\$ 67.02
Payroll	BOT, LE, FO, Admin, Cleaning	\$ 3,718.37
EFTPS	941 Deposit	\$ 752.57
Red River Services	Monthly Garbage Services	\$ 2,478.08
SD Retirement	Payroll Retirement Funds	\$ 767.40
SD State Historical Society	Cultural Resources Survey	\$ 314.50
Southern Hills Publishing	April Publications	\$ 321.49
Temperature Technology, Inc.	Repair Booster Station Pump Motors	\$ 107.14
US Bank	Copier Lease #17	\$ 192.37
United States Post Office	3 Rolls Reg Stamps / 1 Roll PC Stamps	\$ 163.00
<b>TOTAL</b>		<b>\$ 12,849.07</b>

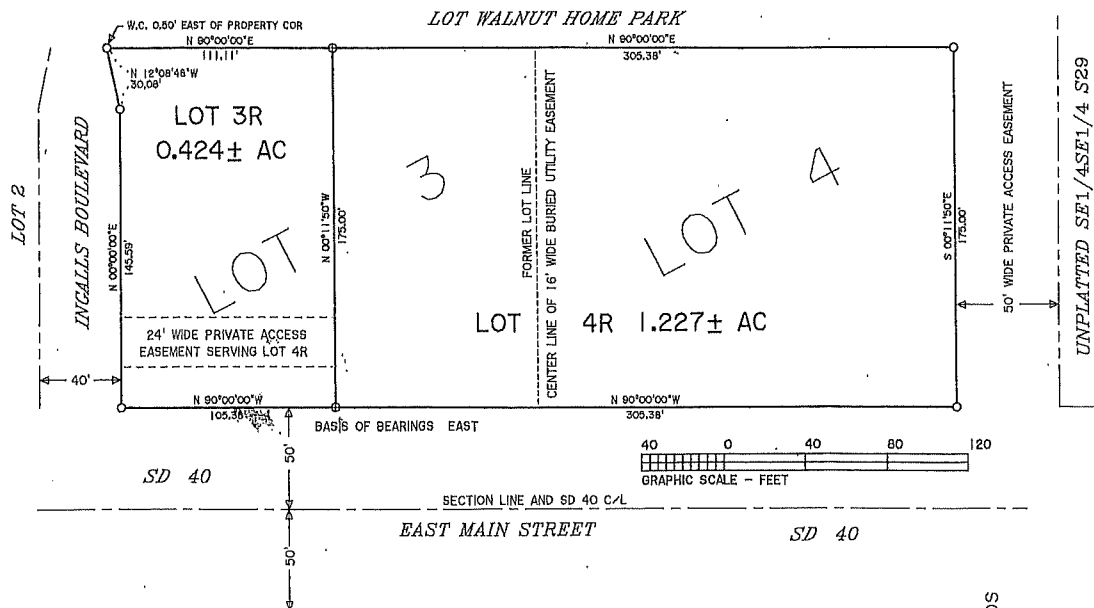
LAW ENFORCEMENT: Due to illness, Marshall Daggett was not able to attend the meeting. Feral cat trapping will begin as soon as the live traps are delivered later this week. All other items remained pending.

PLANNING COMMISSION & APPLICATIONS: P&Z Minutes from Tuesday, April 12<sup>th</sup>, and recommendations from April 26<sup>th</sup> where reviewed. Final Plat review for G&G Subdivision, Lot 3R for Gary Hunsaker took place. Motion made and seconded to approve this final plat as presented. Unanimous. Creating a list of items that P&Z should be able to immediately approve was discussed. These items would still be reviewed by the board; however, this would allow for immediate approval for these projects following P&Z's initial approval.

NEW BUSINESS: Holsworth, Ramsey, Bell, & Harris drew the names for the order in which the incumbents will be listed on the election ballot. The names were drawn in the following order: Bernhard Flug, Linda Kramer, Sharon Nolz, and Larry Baker.

The water bill complaint submitted by Lance Bultena was discussed. Mr. Bultena was not present to discuss with the board. Ferguson and Harris provided the billing history for the last twelve months. Motion made to forgive the \$9.75 in overusage charges. No second was made. Motion died. Motion made and seconded to leave the bill as is. Bell, Holsworth, and Flug voted aye. Ramsey voted nay. Kramer abstained. Motion carried.

**G&G SUBDIVISION**  
**PLAT OF LOTS 3R AND 4R G&G SUBDIVISION**  
 (Formerly Lots 3 and 4 G&G Subdivision),  
 Located in SW1/4SE1/4 SECTION 29, T2S, R7E, B.H.M.,  
 HERMOSA, CUSTER COUNTY, SOUTH DAKOTA



○ PREVIOUSLY SET 5/8" RB W/ CAP H6251  
 ⊗ SET THIS SURVEY 5/8" RB W/ CAP H6251

FIRM COMMUNITY PANEL 460018 0085 B DATED SEPT 26, 1986, INDICATES PRESENCE OF FLOOD HAZARD WITHIN THIS SUBDIVISION.

EIGHT FOOT (8') WIDE UTILITY EASEMENT SHALL EXIST ON THE INTERIOR SIDE OF ALL LOT LINES.  
 PREVIOUS PLAT RECORDED AT BK 12 PG 243.

PLAT PREPARED BY:  
 HANSON SURVEYING AND MAPPING  
 832 HORACE MANN DR  
 RAPID CITY, SD 57701  
 605-388-9652

**CERTIFICATE OF SURVEYOR**

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

**CERTIFICATE OF OWNERSHIP**

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

PRESIDENT: \_\_\_\_\_ DATE: \_\_\_\_\_  
 GARY HUNSAKER

On the \_\_\_\_\_ day of \_\_\_\_\_, 2009, before me, a Notary Public, personally appeared Gary Hunsaker, known to me to be the president of G&G Development, L.L.C., described in the foregoing instrument, and acknowledged to me that he signed the same.

NOTARY PUBLIC: \_\_\_\_\_ DATE: \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

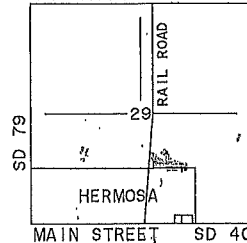
**CERTIFICATE OF HIGHWAY AUTHORITY**

Each Lot has an acceptable approach onto a public road.  
 HIGHWAY AUTHORITY \_\_\_\_\_ DATE: \_\_\_\_\_

**CERTIFICATE OF PLANNING COMMISSION**

Hermosa Town Planning Commission has reviewed this plat on \_\_\_\_\_ and recommends approval/denial of the plat to the governing body.  
 PLANNING COMMISSION CHAIRPERSON: \_\_\_\_\_

**VICINITY SKETCH**



Water Protection Note: Pursuant to SDCL 11-3-B.1 and 11-3-B.2, the developer of the property described within this plat shall be responsible for protecting any waters of the state, including groundwater, located adjacent to or within such platted area from pollution from sewage from such subdivision and shall in prosecution of such protections conform to and follow all regulations of the South Dakota Department of Environment and Natural Resources relating to the same.

**CERTIFICATE OF COUNTY TREASURER**

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

**CERTIFICATE OF DIRECTOR OF EQUALIZATION**

I, Director of Equalization for Custer County, do hereby certify that I have a copy of the within described plat in my office.  
 DIRECTOR OF EQUALIZATION \_\_\_\_\_ DATE \_\_\_\_\_

**RESOLUTION OF TOWN BOARD**

Whereas there has been presented to the Board of Trustees of the Town of Hermosa, South Dakota, the within plat of the above described lands, and it appearing to this Board that:  
 a. the system of streets conforms to the system of streets of existing plat and section lines of the town,  
 b. adequate provision is made for access to adjacent unplatted lands by public, dedication or section line when physically accessible,  
 c. all provisions of the Town subdivision regulations have been complied with,  
 d. all taxes and special assessments upon the property have been fully paid, and  
 e. the plat and survey have been lawfully executed,  
 NOW THEREFORE, BE IT RESOLVED that said plat is hereby approved in all respects.

Dated at Hermosa, South Dakota this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

TOWN BOARD CHAIRPERSON \_\_\_\_\_

**CERTIFICATE OF TOWN FINANCE OFFICER**

I, Finance Officer of the Town of Hermosa, South Dakota, do hereby certify that at an official meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, the Hermosa Town Board, by resolution did approve the plat as shown hereon.

HERMOSA FINANCE OFFICER: \_\_\_\_\_

**CERTIFICATE OF REGISTER OF DEEDS**