

**HERMOSA TOWN BOARD
REGULAR MEETING
TUESDAY, NOVEMBER 2, 2021 @ 6:00pm**



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

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

- 3) **CONSENT CALENDAR:**
 - A. Approval of the October 19, 2021, regular meeting minutes and October 27, 2021, 1:00PM and 6:00PM, special board meeting minutes.

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

- 5) **LAW ENFORCEMENT/ ABATEMENTS/COMPLAINTS:**
 - A. Committee report
 - B. Homeland Security Grant Award
 - C. Complaint/inappropriate wood burning

- 6) **LEGAL:**
 - A. Prepare Extraterritorial Agreement with Pennington County (Platting, Building)
 - B. Preston Family, Inc. Letter of Support
 - C. Discussion of water/sewer project bid
Action required

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

- 8) **PLANNING & ZONING:**
 - A. Canceled meeting, no meeting minutes
 - B. Permit 2021-36 – Preston Tract 3/Pennington Co. – Subdivision Plat Application – Lone Coyote Subdivision
FYI – Annexation Petition-Preston Tract 3
 - C. Leah Killian – Parcel 011738 - Pumpkin Patch, pending

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

- 10) **FINANCE OFFICE:**
A. Monthly Financials
B. Department Updates
C. Appropriate adequate funds for water/sewer extension project
Action required
D. Water/Sewer Facilities Funding Application
Motion to approve contacting bond counsel
E. Rease's Senior Project
- 11) **OLD BUSINESS:**
A. Annexation: Gumbo Lilly, Fairgrounds Place
B. Town Sign, pending
C. Utility Plats, Preston Plat:
UTILITY LOT 1 OF HEARTLAND STORAGE SUBDIVISION LOCATED IN THE SE1/4 OF THE NE1/4 OF SECTION 30, T2S, R8E, B.H.M., CUSTER COUNTY, SOUTH DAKOTA.

UTILITY LOT 1 LOCATED IN THE NE1/4 SECTION 30, T2S, R8E, B.H.M., CUSTER COUNTY, SOUTH DAKOTA.

UTILITY LOT 1 OF HEARTLAND RACEWAY SUBDIVISION LOCATED IN THE N1/2 OF THE NE1/4 OF SECTION 30, T2S, R8E, B.H.M., CUSTER COUNTY, SOUTH DAKOTA.

PRESTON TRACT 1 LOCATED IN SECTION 19, T2S, R8E, BHM, CUSTER COUNTY, SOUTH DAKOTA.
- 12) **NEW BUSINESS:**
A. Hermosa School: Phase 2 Traffic Control Plan, pending
B. Fees for Travel Park: 2021 retroactive or remainder of year, pending
C. Dollar General Malt Beverage/Wine License
D. 1ST Reading: ADU Zoning Ordinance
E. Operating Agreement Renewal:
1. MG Oil Co-Hermosa Deli & Lounge: Retail On-Sale Liquor License
Corner Pantry Travel Center: Package Off-Sale Liquor License.
2. Lazy R Bar and Grill: Retail On-Sale Liquor-Restaurant
F. Uniform Alcoholic Beverage License Renewal
1. RL-5208, M G Oil Co – Hermosa Deli & Lounge, Retail (on-sale) Liquor
2. PL-4469, Corner Pantry Travel Center, Package (off-sale) Liquor
3. RR-22505, Lazy R Bar and Grill; Retail (on-sale) Liquor-Restaurant
- 13) **ITEMS FROM CITIZENS:** No action will be taken (3-minute time limit per speaker)
- 14) **TRUSTEE INPUT:**
- 15) **EXECUTIVE SESSION:**
A. Motion to enter Executive Session allowable by SDCL 1-25-2.1 – Legal/Personnel/Contract
B. Motion to exit out of Executive Session
C. Motions resulting from Executive Session
- 16) **ADJOURN:**
Motion by _____; second by _____ to adjourn the meeting at _____ pm.

HERMOSA TOWN BOARD
REGULAR MEETING
TUESDAY, OCTOBER 19, 2021 @ 6:00pm



ROLL CALL: Flug, Henrichsen, Holsworth, King, Schumack, Johnson, Berg and one interested citizen also in attendance. Pledge of Allegiance led by Holsworth.

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

CONSENT CALENDAR: Motion made and seconded to approve the October 5, 2021, regular meeting minutes and October 14, 2021, work session minutes; vote; all aye, motion carried.

CLAIMS: Motion made and seconded to approve with discussion the October 19, 2021, Payroll and Claims as presented; unanimous. ACES, Plat and permit review, \$593.75; Ferguson Construction, Meter parts, Inspections, \$334.48; Golden West, 10/1/2021 - 10/31/2021, \$561.50; Hawkins, Chemicals, \$515.10; Miller Construction, Millings, \$6,018.00; Mt Rushmore Telephone, Monthly charges, \$237.17; Northwest Pipe Fittings, \$521.67; Office Depot, FO supplies, \$82.88; Payment Service Network, 8/1/2021- 8/31/2021 services \$78.45, 9/1/2021 - 9/30/2021 services, \$78.95; Rural Development #1, \$417.00, Rural Development #2, \$222.00, Rural Development #3, \$1,278.00; Rushmore Equipment, LLC Equipment rental, vibratory, delivery, fuel, \$875.96; Westergard, Brad, Monthly services, \$300.00; Payroll related: Finance Department, \$2,823.50, Law Enforcement, \$1,425.00; Gail Boddicker, Health insurance, \$200.00; Jim Daggett, Health insurance, \$200.00; EFTPS, 941 payroll tax deposit, \$1,005.90. Total: \$17,769.31.

LAW ENFORCEMENT/ ABATEMENTS/COMPLAINTS: Holsworth provided updates on behalf of Marshal Daggett. Boddicker to schedule an October 27, 2021, 6PM, Work Session to discuss Law Enforcement.

LEGAL:

Motion made and seconded to rescind the Resolution of Annexation that was passed on August 17, 2021, pertaining to the following described real property, as the relevant plats had not been properly signed or recorded with the Custer County Register of Deeds prior to the resolution:

UTILITY LOT 1 OF HEARTLAND STORAGE SUBDIVISION LOCATED IN THE SE1/4 OF THE NE1/4 OF SECTION 30, T2S, R8E, B.H.M., CUSTER COUNTY, SOUTH DAKOTA.

UTILITY LOT 1 LOCATED IN THE NE1/4 SECTION 30, T2S, R8E, B.H.M., CUSTER COUNTY, SOUTH DAKOTA.

UTILITY LOT 1 OF HEARTLAND RACEWAY SUBDIVISION LOCATED IN THE N1/2 OF THE NE1/4 OF SECTION 30, T2S, R8E, B.H.M., CUSTER COUNTY, SOUTH DAKOTA.

PRESTON TRACT 1 LOCATED IN SECTION 19, T2S, R8E, BHM, CUSTER COUNTY, SOUTH DAKOTA. Vote; all aye, motion carried.

Motion made and seconded to approve the Lone Coyote Subdivision Plat of Preston Tracts 1 & 2, to make the corrections to the original plat and authorize the president and the finance officer to resign the plat; with the reading of the following: "Resolution of Governing Board: Whereas, there has been presented to the Town Board of Hermosa, South Dakota, the within plat of the above described lands, and it appearing to the Board that said plan conforms to the existing plats of said Town, that the streets set forth therein conform to the system of streets of the municipality, that all provisions of assessments upon the tract have been fully paid, and that said plat and the survey thereof have been executed according to law, now therefore, be it resolved, that said plat is hereby approved in all respects. Dated at Hermosa, South Dakota, this 19th day of October 2021." Vote; all aye, motion carried.

Motion made and seconded to suspend consideration of the plat pending further review submitted for: UTILITY LOT 1 OF HEARTLAND STORAGE SUBDIVISION LOCATED IN THE SE1/4 OF THE NE1/4 OF SECTION 30, T2S, R8E, B.H.M., CUSTER COUNTY, SOUTH DAKOTA; vote; all aye, motion carried.

Motion made and seconded to suspend consideration of the plat pending further review submitted for: UTILITY LOT 1 OF HEARTLAND RACEWAY SUBDIVISION LOCATED IN THE N1/2 OF THE NE1/4 OF SECTION 30, T2S, R8E, B.H.M., CUSTER COUNTY, SOUTH DAKOTA; vote; all aye, motion carried.

Motion made and seconded to suspend consideration of the plat pending further review submitted for: UTILITY LOT 1 OF THE NE1/4 LOCATED IN SECTION 30, T2S, R8E, B.H.M., CUSTER COUNTY, SOUTH DAKOTA; vote; all aye, motion carried.

Agenda Item: Amend August 17, 2021, BOT minutes. Motion made and seconded to remove this item from the agenda; vote; all aye, motion carried.

ENGINEER: Water Rehab Project (WRT System), this project will be presented to the Custer Co. Commissioners at their November meeting for their funding consideration; item is pending. N Second Street Box Replacement Guard Rail: awaiting word from SD DOT for funding assistance for installing the guard rail. Lone Coyote Subdivision (Preston Sub) Preliminary Plat Application – Permit #2021-18, pending. Hermosa Sidewalk Project: bid letting is scheduled for 2022. Sewer Project (Lagoon expansion), pending, will be part of the facilities plan. Berg working on this issue. Lone Coyote Water and Sewer Project: bids were opened for installing the infrastructure on September 29. This item is to remain pending; Berg will follow up with RCS Construction to request an extension on the date that is required to advise them if we have accepted their bid. Water/Sewer Facility Plans: Berg working on the Facility Plans. Hermosa Hills Drainage: Berg will follow up with Pulis.

PLANNING & ZONING: Review of October 14, 2021, meeting minutes. Motion made and seconded to approve, per Staff Report, Permit 2021-24, 259 Donna St. Floodplain Development, Fence; vote; all aye, motion carried. Fence must be a break away and in the shadow of the house. Permit 2021-36, Preston Tract 3, Pennington Co, Subdivision Plat Application – Lone Coyote Subdivision FYI – Annexation Petition-Preston Tract 3, pending, no action taken. Permit 2021-32 – Parcel #000208/Preston Tract 3, Pennington Co.– Digging/Grading Permit-Lone Coyote Subdivision; motion made and seconded to remove from the agenda; motion carried. Leah Killian – Parcel 011738 - Pumpkin Patch, pending. Motion made and seconded to approve 2021-41-Permanent Sign Permit-Rosenbaum Signs 24545 SD Hwy 79, Dollar General; vote; all aye, motion carried. Discussion regarding the retaining wall on the Dollar General property. The retaining wall was deleted from the revised plans and the town will inform the contractor the wall is not allowed and needs to be removed.

PUBLIC WORKS: Flug reported ponds need to be pumped; Ferguson investigating if DANR will extend the November 1, 2021, timeline to land apply. Spare pump is in inventory. Pulling the well and pump and the perforating will occur soon.

FINANCE OFFICE: Financial reports were provided in packet. Department Updates: Johnson to provide a Medical Marijuana License Application for the town. Discussion regarding official records of board proceedings; per the SD Municipal League, the written minutes are the official documentation, audio to be deleted following approval of the minutes. Dollar General Malt Beverage/Wine License discussion. They have requested an extension on the timeline of providing receipts as stipulated in the Operating Agreement. Board requested Dollar General provide what they propose for revisions to the Operating Agreement and the board will review and possibly revise the OA.

OLD BUSINESS: Annexation: Gumbo Lilly, Fairgrounds Place: Attorney requested legal descriptions, assessed value of property, names and addresses of Gumbo Lilly and Fairgrounds Place citizens to begin annexation proceedings. Town Sign: motion made and seconded to accept Rosenbaum Sign quote on new town sign. Rental agreements will be discussed at a future meeting. Boddicker to request company representative to meet with board to discuss process for proceeding with the new sign.

NEW BUSINESS: Hermosa School, Phase 2 Traffic Control Plan: Boddicker to schedule a meeting with school officials to discuss Whitney Street drainage issue. Penalty to Hermosa Hills Resident Re: Penalty for Illegal Digging (Culvert): motion made and seconded to remove from agenda as penalty was paid; vote; all aye, motion carried. Fees for Travel Park, 2021 retroactive or remainder of year, pending. ADU Zoning Ordinance, 1st Reading to be scheduled for November 2, 2021, board meeting.

ITEMS FROM CITIZENS: None.

TRUSTEE INPUT: All trustees voiced their appreciation for the productive meeting.

ADJOURN: Motion made and seconded to adjourn the meeting at 9:34pm.

Dan Holsworth, Town Board President

ATTEST:

Gail Boddicker, Finance Officer

Published once at the approximate cost of ____

**HERMOSA TOWN BOARD
SPECIAL MEETING
WEDNESDAY, OCTOBER 27, 2021 @ 1:00pm**



ROLL CALL: Holsworth called the meeting to order at 1:14pm with the following members present: Flug, Henrichsen, Holsworth, and King; Schumack absent. Attorneys Johnson, Hagg, and Zach Peterson, plus Engineer Berg and one interested citizen also in attendance. Pledge of Allegiance led by Holsworth.

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

EXECUTIVE SESSION: Motion made and seconded to enter executive session at 1:15 p.m. allowable by SDCL 1-25-2.1 & .3; unanimous. All attendees requested to remain. Motion made and seconded to exit executive session at 3:08 p.m.; unanimous. No motions resulting from executive session.

ENGINEER: Motion made and seconded to schedule a Special Meeting on October 29, 2021, to discuss the water/sewer bid proposal; vote; all aye, motion carried.

Motion made and seconded to approve the PLAT OF 1R & UTILITY LOT 1 OF HEARTLAND STORAGE SUBDIVISION LOCATED IN THE SE1/4 OF THE NE1/4 OF SECTION 30, T2S, R8E, B.H.M., CUSTER COUNTY, SOUTH DAKOTA with the reading of the following: "Resolution of Governing Board: Whereas there has been presented to the Town Board of Hermosa, South Dakota, the within plat of the above described lands, and it appearing to the Board that said plan conforms to the existing plats of said Town, that the streets set forth therein conform to the system of streets of the municipality, that all provisions of assessments upon the tract have been fully paid, and that said plat and the survey thereof have been executed according to law, now therefore, be it resolved that said plat is hereby approved in all respects. Dated at Hermosa, South Dakota, this 27th day of October 2021. " Vote; all aye, motion carried.

Motion made and seconded to approve the PLAT OF UTILITY LOT 1 LOCATED IN THE NE1/4 SECTION 30, T2S, R8E, B.H.M., CUSTER COUNTY, SOUTH DAKOTA with the reading of the following: "Resolution of Governing Board: Whereas there has been presented to the Town Board of Hermosa, South Dakota, the within plat of the above described lands, and it appearing to the Board that said plan conforms to the existing plats of said Town, that the streets set forth therein conform to the system of streets of the municipality, that all provisions of assessments upon the tract have been fully paid, and that said plat and the survey thereof have been executed according to law, now therefore, be it resolved that said plat is hereby approved in all respects. Dated at Hermosa, South Dakota, this 27th day of October 2021." Vote; all aye, motion carried.

Motion made and seconded to approve the PLAT OF LOT 1R & UTILITY LOT 1 OF HEARTLAND RACEWAY SUBDIVISION LOCATED IN THE N1/2 OF THE NE1/4 OF SECTION 30, T2S, R8E, B.H.M., CUSTER COUNTY, SOUTH DAKOTA. with the reading of the following: "Resolution of Governing Board: Whereas there has been presented to the Town Board of Hermosa, South Dakota, the within plat of the above described lands, and it appearing to the Board that said plan conforms to the existing plats of said Town, that the streets set forth therein conform to the system of streets of the municipality, that all provisions of assessments upon the tract have been fully paid, and that said plat and the survey thereof have been executed according to law, now therefore, be it resolved that said plat is hereby approved in all respects. Dated at Hermosa, South Dakota, this 27th day of October 2021." Vote; Flug, aye; Henrichsen, aye; King, aye; Holsworth, abstained, motion carried.

ITEMS FROM CITIZENS: None

TRUSTEE INPUT: Holsworth thanked the legal representatives who attended the meeting.

ADJOURN: Motion made and seconded to adjourn the meeting at 3:17 p.m.; vote; all aye, motion carried.

HERMOSA TOWN BOARD
SPECIAL MEETING
WEDNESDAY, OCTOBER 27, 2021 @ 6:00pm



ROLL CALL: Holsworth called the meeting to order at 5:58pm with the following members present: Flug, Henrichsen, Holsworth, King, and Schumack. Custer Co. Sheriff Marty Mechaley and Lieutenant Jeff McGraw also in attendance. Pledge of Allegiance led by Holsworth.

CALL FOR CHANGES: Motion made and seconded to approve agenda as amended to discuss Boddicker's workload; vote; all aye, motion carried.

LAW ENFORCEMENT: Discussion regarding the Custer County Dispatch Services. Calls into the Center have increased exponentially from the Hermosa area. The Communication Center has experienced increased costs associated with the Center as they needed to update their data system plus there was a need to hire an additional employee. Sheriff Mechaley presented an Agreement for Dispatch Services to the board for their review. Following a lengthy discussion, motion was made and seconded to accept the Agreement for Dispatch Services for \$8,000 a year commencing November 1, 2021; vote; all aye, motion carried. Other discussion included concerns with lack of communication by town marshal, no action. Discussion to inform board Boddicker may have extended hours in order to complete special projects; FYI only; no motion. Boddicker to schedule a Work Session following the P&Z meeting on November 9, 2021.

ITEMS FROM CITIZENS: None

TRUSTEE INPUT: None

ADJOURN: Motion made and seconded to adjourn the meeting at 7:13 p.m.; vote; all aye, motion carried.

Claims for Approval 11/2/21		
A&B Business Solutions	Copier lease payment	\$ 532.08
ACES	Utility plats	\$ 8,916.00
ACES	Water/sewer expansion	\$ 20,680.00
Allen, Tyler	Customer deposit refund, 300 Main #6	\$ 5.02
Black Hills Electric Co-op	Monthly charge	\$ 3,832.57
Cole, Chasen	Customer deposit refund, 101 3rd St	\$ 125.00
EFTPS	941 payroll tax	\$ 1,082.10
Ferguson Construction	Inspections, install rock	\$ 480.00
Ferguson Construction	Contract Agreement	\$ 2,266.67
Hawkins	Pump tube, powder pillows	\$ 216.50
Health Pool of South Dakota	Monthly Premium	\$ 841.42
Horst Trucking	Clean rock, trucking	\$ 286.94
Johnson Law Office	Monthly charge	\$ 773.50
K&D Perforators, Inc	Perforating	\$ 9,100.00
Lingo	Monthly charge	\$ 33.11
Mt. Rushmore Telephone	Monthly charge	\$ 237.17
Pioneer Bank and Trust	Monthly charge	\$ 1,097.96
Pioneer Bank and Trust	2 Signature Account Charge	\$ 25.00
Riteway	Utility billing forms	\$ 187.87
Sander Sanitation	Monthly charge	\$ 2,820.95
SD One Call	Locate tickets	\$ 178.08
SD Retirement System	October retirement	\$ 657.24
US Bank	TIF/Sewer	\$ 3,820.54
US Bank	TIF/Sewer - Extra payment	\$ 150,000.00
SDML Workers Compensation	2022 renewal billing	\$ 1,469.00
USPS	First class, postcard stamps	\$ 298.00
Van Diest	Chemical, pellets	\$ 1,173.35
Wasson, Samantha	Customer deposit refund, 234 Donna	\$ 47.47
Westergard, Brad	Stipend	\$ 300.00
Whiting, Hagg, Hagg	Retainer	\$ 7,500.00
Yesco	Pole light across from school to LED	\$ 267.86
Southern Hills Publishing	Monthly Charge	\$ 180.31
Payroll	Board of Trustees	\$ 950.00
Payroll	Finance Department	\$ 2,653.50
Payroll	Law Enforcement	\$ 1,425.00
Payroll	Planning & Zoning	
Payroll	Public Works (Meter) and Custodial	\$ 271.50
TOTAL		\$ 224,731.71

CLAYCOMB ENGINEERING
815 2nd Street
PO Box 57
FAIRBURN, SD 57738
(605)255-4049
elclaycomb@gmail.com

MEMO TO FILE October 20, 2021 BY ELMER CLAYCOMB P.E.

SUBJECT: Dollar General activities 10/19 & 10/20/2021

10/19/2021 Call from Bridget Shorb about water being dumped on their property where the fire hydrant is located. I told her I would look into it and get back to her. I reviewed the project drawing to verify what was planned for the site.

10/20/2021 Phone call from Dan Holsworth. I told him I have looked into the situation due to Bridget's call and plan to go out to the site today. I reviewed the plans further and made large scale prints of the critical plans related to the revised plans.

10/20/2021 Arrived at the site and looked over the status of construction. A retaining wall along the north side of the building has been constructed. The wall was in the original plan set, but removed in the approved set. There is no sign of the header pipe discharging into the parking lot. I couldn't verify if the building has been constructed in the location called for on the revised plans.

10/20/2021 The superintendent, Dean Vanbockern, arrived on the site. I asked him to show me the set of plans they are using. The plan set is the original submittal set. They do not reflect the revisions approved by the Town. I showed him the revisions shown on the approved plan set. He is aware there is a problem and is working with their engineer to resolve it. He said they deleted the header pipe in favor of a concrete swale believing the header plan would freeze.

10/20/2021 I called Dan Holsworth and discussed what I've discovered.

10/20/2021 When I returned home at 6:00 pm I had 2 calls on my answering machine related to Dollar General. I'll return the calls in the morning.

10/21/21 Returned call to Jess Dodson. He assured me that the building is in the proper location, as the surveyors used the revised CAD files. The revised plans were not disseminated to the contractors. They are working with their engineer, AAB, to rectify the situation.

10/21/21 Returned call to Kristina Tucker at AAB. They are working on revisions. I told her we need something in drawing or written form describing the intended changes to be able to approve.

10/21/21 Called Bridget Shorb and updated her.

Gail Boddicker

From: Elmer Claycomb <elclaycomb@gmail.com>
Sent: Friday, October 29, 2021 6:10 PM
To: Jesse Stockley; Kristina Tucker
Cc: Alan Betchan; Gail Boddicker; Dan Holsworth
Subject: Re: DG Hermosa SD

**CLAYCOMB ENGINEERING
PO BOX 57
815 2nd STREET
FAIRBURN, SD 57738
605-255-4049
elclaycomb@gmail.com**

Jesse et al:

This seems to me to be workable since the single 12' pipe can be installed outside of the easement. I stopped at the site this afternoon and verified that the downspouts just discharge onto the ground.

Elmer Claycomb, P,E.

On 10/28/2021 11:42 AM, Jesse Stockley wrote:

I want to be helpful but the cost of an added 12" line is significant. When I made the suggestion I was thinking of just adding an area drain to the 8" line is already going in not a separate one.

To compromise could we install an 8" line to pick up the downspouts along the back of the building going South to north and then at the NW corner of the site where it 90s to go east we install a 12" line the rest of the way to the pond. We put an area drain where you show a cleanout to be.

Gets more volume but do not install 2 lines. That keeps the area from getting too cluttered for future water and sewer.

Thanks!

JESSE STOCKLEY

VP Construction



RUPE HELMER GROUP

DIRECT 918.728.3695

CELL 918.991.5569

From: Kristina Tucker <Kristina@Aabeng.com>

Sent: Thursday, October 28, 2021 11:09 AM

To: Elmer Claycomb <elclaycomb@gmail.com>

Cc: Alan Betchan <Alan@Aabeng.com>; Jesse Stockley <jstockley@rupehelmer.com>

Subject: DG Hermosa SD

[WARNING: External Email - Use Caution]

Elmer,

Thank you for speaking with me earlier. The attached revised plans show the nyloplast yard drain with a 12 inch line discharging into the depressed area east of the parking lot. The roof drains will stay in a separate 8 inch line that also discharges into the depressed area. Sheets C3 and C9 are where those changes have been clouded. I have copied the engineer, Alan Betchan, as well and he can help with any questions.

Thank you,

Kristina Tucker

Contract for Services

This Contract is for the sole purpose of land applying treated wastewater

AGREEMENT

THIS AGREEMENT is made on
BETWEEN

February 5, 2019

1. Town of Hermosa, SD; and
2. Stanley and Marvin Neugebauer dba Neugebauer Brothers,

collectively referred to as the "Parties".

The Town wishes to be provided with the Services (defined below) by the Neugebauer Brothers agrees to provide the Services to the Town on the terms and conditions of this Agreement.

1. Key Terms

1.1 Services

The Neugebauer Brothers shall provide the following Services to the Town of Hermosa in accordance with the terms and conditions of this Agreement:

Land apply treated wastewater from the Town of Hermosa Wastewater Treatment Facility lagoon as directed by the Public Works Director utilizing equipment installed so as to minimize wind drift of the effluent and formation of aerosols, monitor and conduct inspections to ensure application remains within the confines of land application site(s).

The Town shall install a 10 hp (or less) motor with single phase electric to allow power for irrigation and a pump which will deliver 500-600 gpm and install 500' pipe underground 8" or less to the NW corner of lot and 200' underground pipe due west as indicated on map; the town shall also remove the original 800' concrete overflow flume located south of lagoon. The Town shall also post signage prior to pumping by Neugebauer Brothers.

1.2 Delivery of the Services

- a. **Start date:** The Neugebauer Brothers shall commence the provision of the Services on date specified by the Public Works Director which shall be provided ten (10) days in advance not before April 1st.
- b. **Completion date:** The Neugebauer Brothers shall complete the Services by October 31st or prior ground freezing whichever comes first.
- c. **Upon request:** In the event Neugebauer Brothers desire to pump for irrigation purposes the request shall be made to the Public Works Director ten (10) days in advance to allow sufficient time to perform all mandatory tests prior to land application.

1.3 Site

The Neugebauer Brothers shall provide the Services at the following site(s):

E2E2NE4 Less Revised Tr A Lagoon Subd.

1.4 Price

- d. As consideration for the provision of the Services by the Neugebauer Brothers, the price for the provision of the Services is not to exceed \$700 annually upon receipt of detailed itemized billing for services rendered for pumping, monitoring and inspecting.
- e. Upon request for irrigation shall have no additional labor cost to the town.

2. General terms

2.1 Warranty

- a. The Neugebauer Brothers represents and warrants that:
 - i. it will perform the Services with reasonable care and skill; and
 - ii. the Services and the Materials provided by the Neugebauer Brothers to the Town of Hermosa under this Agreement will not infringe or violate any intellectual property rights or other right of any third party.

2.2 Limitation of liability

- b. Subject to the Town of Hermosa's obligation to pay the Price to the Neugebauer Brothers, either party's liability in contract, tort or otherwise (including negligence) arising directly out of or in connection with this Agreement or the performance or observance of its obligations under this Agreement and every applicable part of it shall be limited in aggregate to the Price.
- c. Nothing in this Clause 2.2 will serve to limit or exclude either Party's liability for death or personal injury arising from its own negligence.

2.3 Term and Termination

- d. This Agreement shall be effective on the date hereof and shall continue, unless terminated sooner in accordance with Clause 2.3(e), until the Completion Date.
- e. Either Party may terminate this Agreement upon notice in writing if:
 - i. the other is in breach of any material obligation contained in this Agreement, which is not remedied (if the same is capable of being remedied) within 30 days of written notice from the other Party so to do; or
 - ii. a voluntary arrangement is approved.

2.4 Relationship of the Parties

The Parties acknowledge and agree that the Services performed by the Neugebauer Brothers, its employees, agents or sub-contractors shall be as an independent contractor and that nothing in this Agreement shall be deemed to constitute a partnership, joint venture, agency relationship or otherwise between the parties.

2.6 Notices

Any notice which may be given by a Party under this Agreement shall be deemed to have been duly delivered if delivered by hand, first class post, facsimile transmission or electronic mail to the address of the other Party as specified in this Agreement or any other address notified in writing to the other Party. Subject to any applicable local law provisions to the contrary, any such communication shall be deemed to have been made to the other Party, if delivered by:

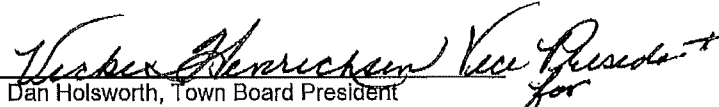
- first class post, 2 days from the date of posting;
- hand or by facsimile transmission, on the date of such delivery or transmission; and
- electronic mail, when the Party sending such communication receives confirmation of such delivery by electronic mail.

2.7 Miscellaneous

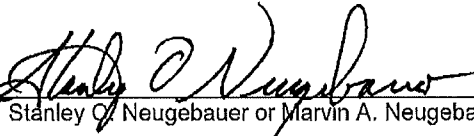
- f. The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights.
- g. If any part, term or provision of this Agreement is held to be illegal or unenforceable neither the validity or enforceability of the remainder of this Agreement shall be affected.
- h. Neither Party shall assign or transfer all or any part of its rights under this Agreement without the consent of the other Party.
- i. This Agreement may not be amended for any other reason without the prior written agreement of both Parties.
- j. This Agreement constitutes the entire understanding between the Parties relating to the subject matter hereof unless any representation or warranty made about this Agreement was made fraudulently and, save as may be expressly referred to or referenced herein, supersedes all prior representations, writings, negotiations or understandings with respect hereto.
- k. Neither Party shall be liable for failure to perform or delay in performing any obligation under this Agreement if the failure or delay is caused by any circumstances beyond its reasonable control, including but not limited to acts of god, war, civil commotion or industrial dispute. If such delay or failure continues for at least 7 days, the Party not affected by such delay or failure shall be entitled to terminate this Agreement by notice in writing to the other.
- l. This Clause 2.8(l) and Clauses 2.2, 2.4, 2.6 and 2.8 of this Agreement shall survive any termination or expiration.
- m. This Agreement shall be effective for three (3) years.

AS WITNESS the hands of the Parties hereto or their duly authorized representatives the day and year first above written.


SIGNED by
for and on behalf of
Town of Hermosa

} 
) Dan Holsworth, Town Board President

SIGNED by
for and on behalf of
Neugebauer Brothers

} 
) Stanley C. Neugebauer or Marvin A. Neugebauer

ATTEST:


Bobbie L. Johnson, Finance Officer

TOWN OF HERMOSA
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RECON

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10100 CASH/10700 CASHRSRV/10800 DPSTRSRV
October 2021

Account Summary

Beginning Balance on 10/1/2021	\$948,966.33
+ Receipts/Deposits	\$105,127.03
- Payments (Checks and Withdrawals)	\$215,837.14
Ending Balance as of 10/30/2021	\$838,256.22

Cleared	\$838,256.22
Statement	\$838,256.22
Difference	\$0.00

Cash Balance

Active 101-10100 GENERAL FUND	\$211,868.64
Active 101-10700 GENERAL FUND	\$0.00
Active 211-10100 BBB Gross Receipts Tax Fund	\$39,252.66
Active 272-10100 FEMA FUND/CONSTRUCTION ACCT	\$38,000.66
Active 301-10100 DEBT SERVICE FUND	\$7,013.87
Active 602-10100 WATER FUND	\$254,052.50
Active 602-10700 WATER FUND	\$3,962.02
Active 602-10800 WATER FUND	\$7,867.37
Active 604-10100 SEWER FUND	\$260,603.65
Active 604-10700 SEWER FUND	\$313.83
Cash Balance	\$822,935.20

Beginng Balance	\$948,966.33
+ Total Deposits	\$112,975.42
- Checks Written	\$239,535.26
Check Book Balance	\$822,406.49
Difference	(\$528.71)

TOWN OF HERMOSA

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RESERVE
10700 CASHRSRV

Check Nbr	Vendor Name	Check Date	Outstanding	Cleared
Deposit	12-21-2020PSN	12/21/2020	(\$171.74)	
Deposit	12-21-2020PSN	12/21/2020	(\$871.73)	
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	20210309UB1	3/9/2021	\$81.76	
Deposit	20210323UB0	3/23/2021		
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	Bell-NSF	9/17/2021	\$308.50	
Deposit	20210924UB1	9/24/2021		(\$1,501.38)
Deposit	20210924UB1	9/24/2021		\$1,000.00
Deposit	20210924UB1	9/24/2021		\$501.38
Deposit	09-30-21PSN1	9/30/2021		(\$406.85)
Deposit	09-30-21PSN	9/30/2021		(\$239.00)
Deposit	09-30-21PSN	9/30/2021		(\$4.00)
Deposit	10-04-21PSN	10/4/2021		(\$313.73)
Deposit	10-04-21UB	10/4/2021		(\$1,560.74)
Deposit	10-04-21UB	10/4/2021		(\$20.98)
Deposit	10-05-21UB	10/5/2021		(\$1,088.41)
Deposit	10-05-21UB	10/5/2021		(\$3.51)
Deposit	10-12-21PSN	10/12/2021		(\$2,418.22)
Deposit	10-12-21PSN1	10/12/2021		(\$548.92)
Deposit	10-12-21UB	10/12/2021		(\$175.75)
Deposit	10-12-21UB	10/12/2021		(\$1,950.51)
Deposit	10-13-21PSN	10/13/2021		(\$89.80)
Deposit	10-13-21PSN1	10/13/2021		(\$96.51)
Deposit	10-14-21PSN	10/14/2021		(\$281.00)
Deposit	10-14-21UB	10/14/2021		(\$1,209.64)
Deposit	10-14-21UB	10/14/2021		(\$63.43)
Deposit	10-15-21PSN	10/15/2021		(\$40.00)
Deposit	10-15-21PSN	10/15/2021		(\$3,311.31)
Deposit	10-15-21UB	10/15/2021		(\$1,238.00)
Deposit	10-15-21UB	10/15/2021		(\$8.55)
Deposit	101921REC	10/19/2021		(\$10,197.57)
Deposit	10-19-21PSN	10/19/2021		(\$304.74)
Deposit	10-19-21PSN	10/19/2021		(\$150.00)
Deposit	10-19-21UB1	10/19/2021		(\$4,125.59)
Deposit	10-19-21UB1	10/19/2021		(\$126.80)
Deposit	10-19-PSN1	10/19/2021		(\$828.62)
Deposit	10-20-21PSN	10/20/2021		(\$466.65)
Deposit	10-20-21UB	10/20/2021		(\$0.50)
Deposit	10-20-21UB	10/20/2021		(\$370.30)
Deposit	10-22-21CC	10/22/2021		(\$2,669.96)
Deposit	10-22-21PSN	10/22/2021		(\$329.35)
Deposit	10-22-21PSN1	10/22/2021		(\$271.43)
Deposit	10-25-21PSN	10/25/2021		(\$185.04)

TOWN OF HERMOSA

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Pioneer Bank & Trust
10100 CASH

Check Nbr	Vendor Name	Check Date	Outstanding	Cleared
Deposit	10-26-21UB	10/26/2021	(\$489.50)	
Deposit	10-27-21PSN	10/27/2021	(\$116.50)	
Deposit	10-27-21UB	10/27/2021	(\$1,200.01)	
Deposit	10-28-21UB	10/28/2021	(\$1,162.58)	
Deposit	10-06-21PSN	10/29/2021		(\$312.20)
Deposit	10-06-21PSN1	10/29/2021		(\$100.80)
Deposit	10-06-21UB	10/29/2021		(\$9.60)
Deposit	10-06-21UB	10/29/2021		(\$560.41)
Deposit	103121REC	10/31/2021		(\$2,979.03)
Deposit	103121REC-2	10/31/2021		(\$25,607.48)
Deposit	103121REC-3	10/31/2021		(\$1,150.78)
Deposit	CLERF 10 2021	10/31/2021		(\$38,000.66)
Deposit	103121REC-4	10/31/2021		(\$15.24)
Deposit	103121REC-5	10/31/2021		(\$1,295.42)
000794E	Verizon Connect NWF, Inc.	1/20/2021	\$32.38	
000909E	LINGO	7/9/2021	\$32.23	
000928E	LINGO	8/13/2021	\$33.77	
000954E	BH Electric Coop	9/20/2021		\$3,925.25
000959E	A & B Business Equipment, Inc.	10/1/2021		\$554.96
000961E	Pioneer Bank & Trust	10/1/2021		\$2,190.91
000963E	Sanders Sanitation	10/1/2021		\$3,021.25
000970E	EFTPS	10/13/2021		\$1,005.90
000971E	Rural Development	10/19/2021		\$1,278.00
000972E	Rural Development	10/19/2021		\$417.00
000974E	Rural Development	10/19/2021		\$222.00
000975E	Mt Rushmore Telephone	10/19/2021		\$237.17
000976E	PAYMENT SERVICE NETWORK	10/19/2021		\$78.95
000977E	EFTPS	10/26/2021		\$1,082.10
000978E	LINGO	10/31/2021		\$33.11
000979E	Pioneer Bank & Trust	10/31/2021		\$25.00
000980E	US Bank	10/31/2021		\$153,820.54
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	
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		
015360	ALFSON, RICK	12/3/2019	\$50.00	
015544	BIRCH COMMUNICATIONS	4/7/2020	\$23.09	
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	
016091	JONES, NORMAN	4/8/2021	\$5.67	
016166	ALEXANDER, ASHLEY	6/3/2021	\$34.91	
016174	Holsworth, Dan & Deb	6/3/2021	\$15.40	
016266	CHILDRESS, ERIN	7/22/2021	\$27.83	

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Pioneer Bank & Trust

10100 CASH

Check Nbr	Vendor Name	Check Date	Outstanding	Cleared
016282	A & B Business Equipment, Inc.	8/3/2021	\$586.75	
016340	Custer County Register of Deed	9/16/2021		\$180.00
016348	METERING&TECHNOLOGY SOLUTION	9/21/2021		\$874.02
016353	Boddicker, Gail L.	9/30/2021		\$1,140.68
016354	Daggett, Jimmy L.	9/30/2021		\$1,187.57
016355	Swier-Dybvig, Jill	9/30/2021		\$968.98
016356	WESTERGARD, BRADLEY	9/30/2021		\$300.00
016357	Ferguson, Chuck	9/30/2021		\$2,266.67
016358	SD Dept of Revenue	9/27/2021		\$150.00
016359	Belt, Vonda	9/30/2021		\$58.18
016360	Flug, Bernhard	9/30/2021		\$184.70
016361	Henrichsen, Vicki L	9/30/2021		\$115.44
016363	King, Robert	9/30/2021		\$184.70
016364	Kramer, Linda M.	9/30/2021		\$83.69
016365	Schumack, Terri V	9/30/2021		\$184.70
016366	Clarke, Delmar	9/30/2021		\$166.23
016367	Harris, Joan E.	9/30/2021		\$258.58
016368	Henrichsen, Vicki L	9/30/2021		
016370	Jobgen, Auralee	9/30/2021	\$55.41	
016371	Kespert, Paul	9/30/2021		\$55.41
016372	Schumack, Terri V	9/30/2021		\$166.23
016373	Thomason, Brett	9/30/2021		\$138.52
016374	Waltman, Lon	9/30/2021		\$110.82
016375	ADAMS ISC	10/5/2021		\$440.00
016376	BISHOP, MARVIN	10/5/2021		\$84.63
016377	BITUMINOUS PAVING, INC	10/5/2021		\$7,000.00
016378	Dakota Supply Group	10/5/2021		\$111.43
016379	FARMERS SUPPLY	10/5/2021		\$10,383.85
016380	FASTENAL	10/5/2021		\$48.18
016381	Ferguson, Chuck	10/5/2021		\$3,319.44
016382	G. J. Holsworth & Son, Inc.	10/5/2021		\$660.30
016383	Health Pool of South Dakota	10/5/2021		\$841.42
016384	HORST TRUCKING LLC	10/5/2021		\$495.15
016385	JOHNSON LAW OFFICE	10/5/2021		\$892.50
016386	LI, SIYUE	10/5/2021		\$18.13
016387	MAYCLIN, MARK AND CLEONE	10/5/2021	\$67.37	
016388	MCLAUGHLIN, ALYSSA	10/5/2021	\$3.85	
016389	Northwest Pipe Fittings Inc	10/5/2021		\$313.66
016390	SD DOT	10/5/2021		\$7,404.26
016391	SD Retirement System	10/5/2021		\$665.70
016392	Southern Hills Publishing Inc.	10/5/2021		\$813.72
016393	VERIZON CONNECT NWF	10/5/2021		\$32.38
016394	WALTMAN, LORI	10/5/2021	\$28.50	
016395	ZANDSTRA, JAMES	10/5/2021		\$19.22
016396	Boddicker, Gail L.	10/15/2021		\$1,302.10
016397	Daggett, Jimmy L.	10/15/2021		\$1,360.27
016398	Swier-Dybvig, Jill	10/15/2021		\$945.89
016399	WESTERGARD, BRADLEY	10/15/2021		

TOWN OF HERMOSA

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Pioneer Bank & Trust

10100 CASH

Check Nbr	Vendor Name	Check Date	Outstanding	Cleared
016400	WESTERGARD, BRADLEY	10/15/2021		\$300.00
016401	ACES	10/20/2021	\$593.75	
016402	Ferguson, Chuck	10/20/2021		\$334.48
016403	Golden West Technologies	10/20/2021		\$561.50
016404	Hawkins, Inc.	10/20/2021	\$515.10	
016405	Miller Construction	10/20/2021	\$6,018.00	
016406	Northwest Pipe Fittings Inc	10/20/2021		\$521.67
016407	Office Depot	10/20/2021	\$82.88	
016408	RUSHMORE EQUIPMENT, LLC	10/20/2021		
016412	Boddicker, Gail L.	10/29/2021	\$1,140.68	
016413	Daggett, Jimmy L.	10/29/2021	\$1,187.57	
016414	Swier-Dybvig, Jill	10/29/2021	\$968.98	
016415	Belt, Vonda	10/29/2021	\$66.50	
016416	Flug, Bernhard	10/29/2021	\$184.70	
016417	Henrichsen, Vicki L	10/29/2021	\$184.70	
016418	Holsworth, Danny J.	10/29/2021	\$184.70	
016419	King, Robert	10/29/2021	\$138.52	
016420	Kramer, Linda M.	10/29/2021	\$119.24	
016421	Schumack, Terri V	10/29/2021	\$184.70	
016422	Ferguson, Chuck	10/29/2021	\$2,266.67	
016423	WESTERGARD, BRADLEY	10/29/2021		\$300.00
016424	Whiting Hagg & Hagg	10/27/2021	\$7,500.00	
016425	RUSHMORE EQUIPMENT, LLC	10/29/2021	\$822.50	
Receipts/Deposits			(\$7,848.39)	(\$105,127.03)
			Total Deposits	(\$112,975.42)
Payments/Withdrawals			\$23,698.12	\$215,837.14
Outstanding + Cleared Checks = Total Checks Written				\$239,535.26

*NM Next Month items not included in Total Checks Written and Total Deposits

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

10100 CASH/10700 CASHRSRV/10800 DPSTRSRV
September 2021

Account Summary

Beginning Balance on 9/1/2021	\$993,570.22
+ Receipts/Deposits	\$37,589.01
- Payments (Checks and Withdrawals)	\$82,192.90
Ending Balance as of 9/30/2021	\$948,966.33

Cleared	\$948,966.33
Statement	\$948,966.33
Difference	\$0.00

Cash Balance

Active 101-10100 GENERAL FUND	\$225,060.02
Active 101-10700 GENERAL FUND	\$0.00
Active 211-10100 BBB Gross Receipts Tax Fund	\$37,091.34
Active 272-10100 FEMA FUND/CONSTRUCTION ACCT	\$0.00
Active 301-10100 DEBT SERVICE FUND	\$160,761.82
Active 602-10100 WATER FUND	\$255,027.17
Active 602-10700 WATER FUND <i>Reserve</i>	\$3,864.28
Active 602-10800 WATER FUND <i>Customer Deposit</i>	\$8,867.37
Active 604-10100 SEWER FUND	\$251,728.73
Active 604-10700 SEWER FUND <i>Reserve</i>	\$313.83
Cash Balance	\$942,714.56

Beginng Balance	\$993,570.22
+ Total Deposits	\$43,118.66
- Checks Written	\$94,503.03
Check Book Balance	\$942,185.85
Difference	(\$528.71)

TOWN OF HERMOSA

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*Check Reconciliation©

RESERVE
10700 CASHRSRV

Check Nbr	Vendor Name	Check Date	Outstanding	Cleared
Deposit	12-21-2020PSN	12/21/2020	(\$171.74)	
Deposit	12-21-2020PSN	12/21/2020	(\$871.73)	
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	20210309UB1	3/9/2021	\$81.76	
Deposit	20210323UB0	3/23/2021		
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	20210421UB0	4/21/2021		\$512.86
Deposit	20210421UB0	4/21/2021		(\$937.86)
Deposit	20210421UB0	4/21/2021		\$425.00
Deposit	20210421UB1	4/21/2021		\$413.80
Deposit	20210421UB1	4/21/2021		(\$413.80)
Deposit	20210527UB0	5/27/2021		(\$534.90)
Deposit	20210527UB0	5/27/2021		\$50.00
Deposit	20210527UB0	5/27/2021		\$484.90
Deposit	20210622UB0	6/22/2021	(\$703.71)	
Deposit	20210622UB0	6/22/2021	\$175.00	
Deposit	20210622UB0	6/22/2021	\$528.71	
Deposit	08-26-21UB	8/26/2021		(\$4.00)
Deposit	08-26-21UB	8/26/2021		(\$1,830.45)
Deposit	09-02-21UB	9/2/2021		(\$1,502.67)
Deposit	09-02-21UB	9/2/2021		(\$11.03)
Deposit	09-03-21PSN	9/3/2021		(\$285.90)
Deposit	09-03-21UB	9/3/2021		(\$10.00)
Deposit	09-03-21UB	9/3/2021		(\$825.35)
Deposit	090721REC	9/7/2021		(\$839.00)
Deposit	09-07-21PSN	9/7/2021		(\$229.10)
Deposit	09-07-21UB	9/7/2021		(\$879.68)
Deposit	09-07-21UB	9/7/2021		(\$0.85)
Deposit	09-10-21PSN	9/10/2021		(\$1,753.32)
Deposit	09-10-21PSN1	9/10/2021		(\$191.00)
Deposit	09-10-21UB	9/10/2021		(\$2.88)
Deposit	09-10-21UB	9/10/2021		(\$1,069.85)
Deposit	09-13-21PSN	9/13/2021		(\$80.90)
Deposit	09-13-21PSN1	9/13/2021		(\$522.62)
Deposit	09-13-21UB	9/13/2021		(\$740.30)
Deposit	09-13-21UB	9/13/2021		(\$27.75)
Deposit	09-14-21PSN	9/14/2021		(\$99.62)
Deposit	09-15-21PSN	9/15/2021		(\$3,372.76)
Deposit	09-15-21UB	9/15/2021		(\$69.75)
Deposit	09-15-21UB	9/15/2021		(\$1,285.86)
Deposit	09-16-21PSN1	9/16/2021		(\$611.69)
Deposit	09-16-21PSN	9/16/2021		(\$84.50)
Deposit	09-16-21PSN	9/16/2021		(\$150.00)
Deposit	09-16-21UB	9/16/2021		(\$2,177.46)

TOWN OF HERMOSA

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RESERVE
10700 CASHRSRV

Check Nbr	Vendor Name	Check Date	Outstanding	Cleared
Deposit	09-16-21UB	9/16/2021		(\$5.46)
Deposit	09-17-21PSN	9/17/2021		(\$113.55)
Deposit	09-17-21PSN1	9/17/2021		(\$66.50)
Deposit	Bell-NSF	9/17/2021	\$308.50	
Deposit	09-17-21UB	9/17/2021		(\$0.52)
Deposit	09-17-21UB	9/17/2021		(\$383.10)
Deposit	09-20-21PSN	9/20/2021		(\$75.50)
Deposit	09-20-21PSN1	9/20/2021		(\$541.20)
Deposit	09-20-21UB	9/20/2021		(\$81.29)
Deposit	09-20-21UB	9/20/2021		(\$1,475.98)
Deposit	092421REC	9/24/2021		(\$3,678.79)
Deposit	09-24-21UB	9/24/2021		(\$416.78)
Deposit	09-24-21UB	9/24/2021		(\$95.54)
Deposit	098-22-21PSN	9/24/2021		(\$66.50)
Deposit	098-22-21PSN	9/24/2021		(\$500.43)
Deposit	09-27-21PSN	9/27/2021		(\$98.60)
Deposit	09-27-21UB	9/27/2021		(\$1,718.44)
Deposit	09-27-21UB	9/27/2021		(\$17.81)
Deposit	093021REC	9/30/2021		(\$540.00)
Deposit	093021REC-2	9/30/2021		(\$2,183.18)
Deposit	8 21 21 - 8 31 21	9/30/2021		(\$1,073.50)
Deposit	09-30-21PSN1	9/30/2021	(\$406.85)	
Deposit	09-30-21PSN	9/30/2021	(\$4.00)	
Deposit	09-30-21PSN	9/30/2021	(\$239.00)	
Deposit	09-30-21UB	9/30/2021		(\$0.06)
Deposit	09-30-21UB	9/30/2021		(\$2,258.25)
Deposit	Sept 21 Int Earned	10/5/2021		(\$15.90)
Deposit	RTE10-12-2021	10/12/2021		(\$66.50)
Deposit	RTD10-12-21	10/12/2021		(\$1,094.60)
Deposit	RTC10-12-21	10/12/2021		(\$66.50)
Deposit	RTB10-12-21	10/12/2021		(\$83.00)
Deposit	RTB10-12-21	10/12/2021		(\$1,328.22)
Deposit	RTA10-12-21	10/12/2021		(\$884.93)
Deposit	RTA10-12-21	10/12/2021		(\$0.09)
000794E	Verizon Connect NWF, Inc.	1/20/2021	\$32.38	
000909E	LINGO	7/9/2021	\$32.23	
000928E	LINGO	8/13/2021	\$33.77	
000946E	Pioneer Bank & Trust	9/10/2021		\$1,945.57
000947E	EFTPS	9/14/2021		\$1,024.05
000954E	BH Electric Coop	9/20/2021	\$3,925.25	
000955E	Rural Development	9/20/2021		\$417.00
000956E	Rural Development	9/20/2021		\$1,278.00
000957E	Rural Development	9/20/2021		\$222.00
000958E	LINGO	9/20/2021		\$37.22
000960E	EFTPS	10/1/2021		\$1,331.80 *NM
000962E	Pioneer Bank & Trust	10/1/2021		\$25.00 *NM
000964E	SD Dept of Revenue	10/1/2021		\$472.65 *NM
000965E	Sanders Sanitation	10/12/2021		\$2,820.95

TOWN OF HERMOSA

10/30/21 8:37 AM

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*Check Reconciliation©

Pioneer Bank & Trust
10100 CASH

Check Nbr	Vendor Name	Check Date	Outstanding	Cleared
000966E	PAYMENT SERVICE NETWORK	10/12/2021		\$78.45
000967E	Mt Rushmore Telephone	10/12/2021		\$238.02
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	
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		
015360	ALFSON, RICK	12/3/2019	\$50.00	
015544	BIRCH COMMUNICATIONS	4/7/2020	\$23.09	
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	
016091	JONES, NORMAN	4/8/2021	\$5.67	
016166	ALEXANDER, ASHLEY	6/3/2021	\$34.91	
016174	Holsworth, Dan & Deb	6/3/2021	\$15.40	
016210	Kramer, Linda M.	6/30/2021		\$73.99
016266	CHILDRESS, ERIN	7/22/2021	\$27.83	
016272	Kramer, Linda M.	7/30/2021		\$77.22
016282	A & B Business Equipment, Inc.	8/3/2021	\$586.75	
016307	Belt, Vonda	8/31/2021		\$110.82
016308	Flug, Bernhard	8/31/2021		\$323.22
016309	Henrichsen, Vicki L	8/31/2021		\$184.70
016310	Holsworth, Danny J.	8/31/2021		\$323.22
016311	King, Robert	8/31/2021		\$230.87
016312	Kramer, Linda M.	8/31/2021		\$77.22
016313	Schumack, Terri V	8/31/2021		\$321.14
016314	Boddicker, Gail L.	8/31/2021		\$1,383.92
016315	Daggett, Jimmy L.	8/31/2021		\$681.68
016316	Swier-Dybvig, Jill	8/31/2021		\$945.89
016317	Ferguson, Chuck	8/31/2021		\$2,266.67
016318	WESTERGARD, BRADLEY	8/31/2021		\$300.00
016319	ACES	9/10/2021		\$610.00
016320	Claycomb Engineering	9/10/2021		\$1,656.00
016321	Code Works	9/10/2021		\$265.12
016322	Dakota Supply Group	9/10/2021		\$100.08
016323	DUSTBUSTERS ENTERPRISES INC.	9/10/2021		\$13,009.68
016324	Ferguson, Chuck	9/10/2021		\$995.00
016325	G. J. Holsworth & Son, Inc.	9/10/2021		\$850.00
016326	Golden West Internet Solutions	9/10/2021		\$561.50
016327	Hawkins, Inc.	9/10/2021		\$384.87
016328	Health Pool of South Dakota	9/10/2021		\$841.42
016329	JENSEN, TAYLER	9/10/2021		\$107.27
016330	METERING&TECHNOLOGY SOLUTION	9/10/2021		\$959.96
016331	Miller Construction	9/10/2021		\$3,251.25
016332	SD DOT	9/10/2021		\$13,850.26

TOWN OF HERMOSA

10/30/21 8:37 AM

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*Check Reconciliation©

Pioneer Bank & Trust
10100 CASH

Check Nbr	Vendor Name	Check Date	Outstanding	Cleared
016333	SD PUBLIC ASSURANCE ALLIANCE	9/10/2021		\$14,392.86
016334	SD Retirement System	9/10/2021		\$860.32
016335	Southern Hills Publishing Inc.	9/10/2021		\$283.35
016336	Boddicker, Gail L.	9/15/2021		\$1,332.51
016337	Daggett, Jimmy L.	9/15/2021		\$1,360.27
016338	Swier-Dybvig, Jill	9/15/2021		\$968.98
016339	WESTERGARD, BRADLEY	9/15/2021		\$300.00
016340	Custer County Register of Deed	9/16/2021	\$180.00	
016341	CURRENT ELEC	9/21/2021		\$346.80
016342	Dakota Supply Group	9/21/2021		\$2,417.76
016343	Ferguson, Chuck	9/21/2021		\$2,350.00
016344	GOVOFFICE	9/21/2021		\$220.00
016345	Hawkins, Inc.	9/21/2021		\$157.63
016346	J.P. COOKE CO.	9/21/2021		\$54.30
016347	JOHNSON LAW OFFICE	9/21/2021		\$595.00
016348	METERING&TECHNOLOGY SOLUTION	9/21/2021	\$874.02	
016349	Northwest Pipe Fittings Inc	9/21/2021		\$738.62
016350	SHELTON, KATHERINE	9/21/2021		\$35.00
016351	VERIZON CONNECT NWF	9/21/2021		\$32.38
016352	BIERSCHBACH EQUIPMENT & SUPPL	9/21/2021		\$901.04
016353	Boddicker, Gail L.	9/30/2021	\$1,140.68	
016354	Daggett, Jimmy L.	9/30/2021	\$1,187.57	
016355	Swier-Dybvig, Jill	9/30/2021	\$968.98	
016356	WESTERGARD, BRADLEY	9/30/2021	\$300.00	
016357	Ferguson, Chuck	9/30/2021	\$2,266.67	
016358	SD Dept of Revenue	9/27/2021	\$150.00	
016359	Belt, Vonda	9/30/2021	\$58.18	
016360	Flug, Bernhard	9/30/2021	\$184.70	
016361	Henrichsen, Vicki L	9/30/2021	\$115.44	
016362	Holsworth, Danny J.	9/30/2021		\$184.70
016363	King, Robert	9/30/2021	\$184.70	
016364	Kramer, Linda M.	9/30/2021	\$83.69	
016365	Schumack, Terri V	9/30/2021	\$184.70	
016366	Clarke, Delmar	9/30/2021	\$166.23	
016367	Harris, Joan E.	9/30/2021	\$258.58	
016368	Henrichsen, Vicki L	9/30/2021		
016369	Holsworth, Danny J.	9/30/2021		\$27.70
016370	Jobgen, Auralee	9/30/2021	\$55.41	
016371	Kespert, Paul	9/30/2021	\$55.41	
016372	Schumack, Terri V	9/30/2021	\$166.23	
016373	Thomason, Brett	9/30/2021	\$138.52	
016374	Waltman, Lon	9/30/2021	\$110.82	
016399	WESTERGARD, BRADLEY	10/15/2021		*NM
Receipts/Deposits			(\$5,529.65)	(\$37,589.01)
			Total Deposits	(\$43,118.66)
Payments/Withdrawals			\$14,139.58	\$82,192.90
Outstanding + Cleared Checks = Total Checks Written				\$94,503.03
*NM Next Month items not included in Total Checks Written and Total Deposits				

WHAT IS A SENIOR PROJECT?

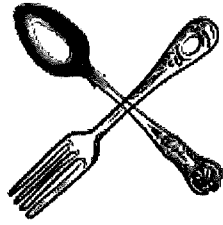
As a Senior I am required to take a Senior Projects class. This class provides students with the ability to organize and fundraise for an event for our future benefit. We have the option of choosing any event we would like, some do races, haunted houses, children involved activities or just a simple fundraiser. In the end we choose a charity to donate our profits to and gain helpful life experience along the way.

WHAT IS MY SENIOR PROJECT?

I chose to host a community BBQ and dance with the advice and support of my mentor Pastor Deb, Travis Hartshorn, Jennifer Hartshorn, and my parents. I chose to host such a large event to help bond the community and outlying communities through food, music and games. Everything that is donated will be given back to the community in form of cash or needed items.

WHAT ACTIVITIES ARE PROVIDED?

- Everything is FREE! *
 - Travis Hartshorn's DELICIOUS BBQ!
 - Live entertainment by Jennifer Hartshorn!
 - Well-stocked bar
 - Arcade games, yard games, and more.
- * The bar isn't complimentary and costs vary.



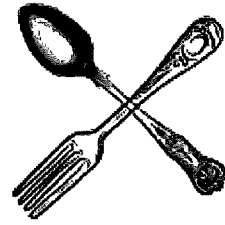
Homestyle BBQ and
Throwback Dance!

Food provided by

Travis Hartshorn.

Music provided by

Jennifer Hartshorn.



Reace's SENIOR PROJECT

November 5th @
Hermosa Community
Center
5:30 p.m. - 8:00 p.m.

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

1. **PARTIES:**

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

2. **PURPOSE:**

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

3. **PROPERTY:**

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

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

This agreement shall expire the 31st day of December, 2022.

5. **RENEWAL:**

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

6. **OBLIGATIONS OF OPERATOR:**

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

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

1. **PARTIES:**

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

2. **PURPOSE:**

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

3. **PROPERTY:**

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

12

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

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

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

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

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

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

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

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

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

8. **LIABILITY INSURANCE:**

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

9. **ASSIGNMENT:**

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



10. **LICENSES/FEES:**

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

11. **AREA OF LICENSE:**

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

12. **CANCELLATION AND TERMINATION:**

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



13. **VIDEO LOTTERY MACHINES:**

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

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

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

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

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

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14. **NOTICE:**

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

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

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

16. **MUTUAL OBLIGATIONS:**

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

17. **MODIFICATIONS:**

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

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

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

19. **INTEGRATION:**

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

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

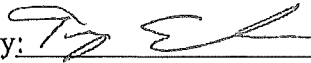
Operator acknowledges that this agreement does not create a relationship of any kind between the Operator and Town other than Town authorizes Operator to possess a valid license for the sale of alcoholic beverages. Operator shall indemnify, defend and hold Town harmless from and reimburse Town with respect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

21. **CAPTIONS:**

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

TOWN BOARD APPROVAL DATE: _____

OPERATOR:

By: 
Troy Erickson
Vice President

DATE: 10/10/2021

ITS: President

DATE: _____

TOWN OF HERMOSA:

Dan Holsworth
Town Board President

DATE: _____

ATTEST:

Gail Boddicker
Finance Officer

DATE: _____

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

1. **PARTIES:**

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

2. **PURPOSE:**

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

3. **PROPERTY:**

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

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

This agreement shall expire the 31st day of December, 2022.

5. **RENEWAL:**

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

6. **OBLIGATIONS OF OPERATOR:**

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

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

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

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

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

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

7. RESPONSIBILITIES OF OPERATOR REGARDING PATRONS:

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

8. LIABILITY INSURANCE:

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

9. ASSIGNMENT:

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

10. **LICENSES/FEES:**

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

11. **AREA OF LICENSE:**

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

12. **CANCELLATION AND TERMINATION:**

Request for cancellation of this agreement requires just cause, and shall be made upon ninety (90) days written notice by either party. In the event that either party to this agreement defaults in the performance of any of the terms, covenants, conditions or

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

13. **VIDEO LOTTERY MACHINES:**

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

14. **NOTICE:**

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

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

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

16. **MUTUAL OBLIGATIONS:**

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

17. **MODIFICATIONS:**

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

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

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

19. **INTEGRATION:**

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

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

Operator acknowledges that this agreement does not create a relationship of any kind between the Operator and Town other than Town authorizes Operator to possess a valid license for the sale of alcoholic beverages. Operator shall indemnify, defend and hold Town harmless from and reimburse Town with respect to, any and all losses, damages,

liabilities, claims, judgments, costs and expenses (including attorney's fees and costs) of any nature whatsoever Town shall suffer as a result of Operator's breach of any representation, warranty, covenant or agreement contained herein or as a result of Operator's operation of Operator's above-listed place of business.

21. **CAPTIONS:**

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

TOWN BOARD APPROVAL DATE:

OPERATOR(S):

By: John Wiles
(John Wiles) Owner

DATE: 11/1/2021 10:15 AM MDT

By: Crystal Wiles
(Crystal Wiles) Owner

DATE: 11/1/2021 10:16 AM MDT

ITS: _____

DATE: _____

TOWN OF HERMOSA:

Dan Holsworth, Board President

DATE: _____

ATTEST:

Gail Boddicker, Finance Officer

DATE: _____

Date Received _____
Date Issued _____

2022

License No. RL-5208

Uniform Alcoholic Beverage License Application

A. Owner Name and Mailing Address

TOWN OF HERMOSA
PO BOX 1006
RAPID CITY, SD 57709

B. Business Name and Address

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

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

Business Telephone #: 605-255-4555

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

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

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

County: Custer

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

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

D. Legal description of licensed premise:

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

Is this License in active use? Yes [] No

Have you ever been convicted of a felony? Yes No

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

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

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

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

Date October 11, 2021 Print Name Troy Erickson Signature 

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

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

For Local Government Use

Transferred (State Use)

(Seal) _____
Mayor or Chairman

From _____
Sales tax approval _____ Date _____

If disapproved, endorse reason thereon and return to applicant STATE LIQUOR AUTHORITY APPROVAL _____ REVIEW _____

Please complete reverse side

**Company supplement information
(For corporate/partnership/LP/LLC applicants)**

Name of corporation/partnership/LP/LLC MG Oil Company

Address of office and principal place of business of corporation/partnership/LP/LLC 1180 Creek Drive, Rapid City, SD 57703

Are all managing officers of this corporation/partnership/LP/LLC of good moral character having never been convicted of a felony? Yes No

Name, title of office, occupation and address of each of the officers/owners of the corporation, partnership, LP, or LLC:

Name	Office	Address	Occupation
Marlyn Erickson	Treasurer	PO Box 1006, Rapid City, SD 57709	Oil Jobber
Troy Erickson	President	PO Box 1006, Rapid City, SD 57709	Oil Jobber

Name of any officers, directors, partners or stockholders of applicant having a financial interest or capital stock in any other alcoholic beverage license:

Name	Type of License, License Number, Financial Interest Held, and Address of Business Location
See Attached	

Where and with whom are all company records kept, such as charter, by-laws, minutes, accounts, notes payable, and notes and accounts receivable, etc?

Attorney - Jess Pekarski, 704 St. Joseph Street, Rapid City, SD 57701


With signature the applicant agrees to the following:

That the applicant company will comply with all provisions of ARSD chapter No. 64:75:02 of the Department of Revenue, relating to the transfer of stock and prior approval of the transfer of such stock by the Secretary of Revenue and violation of any of the provisions of said regulation or failure to comply therewith, whether by the undersigned corporation, partnership/LP/LLC or by any stockholder thereof, or by anyone interested in said company, shall constitute cause for revocation or suspension of any license issued pursuant to and in reliance on this application, or for refusal to renew such license upon expiration thereof.

We the undersigned officers and directors of the applicant company acknowledge that the within supplement application form is true and correct in every respect and that there exists no financial arrangement concerning this or any other alcoholic beverage license than that expressly set forth above. If company stock is to be transferred we ask for approval of such voluntary stock transfer.

Signature of Authorized Officer/Director/Partner

Date



October 11, 2021

ATTACHMENT TO:
UNIFORM ALCOHOLIC BEVERAGE LICENSE APPLICATION

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

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

Loc #	Location Name	Location Address	Type of License	License Nun	Owner
4	Corner Pantry #4	Rapid City, SD	Package off sales Malt Beverage	RB-25630	MG Oil
5	Corner Pantry #5	Rapid City, SD	Package off sales Malt Beverage	RB-25627	MG Oil
6	Corner Pantry #6	Sturgis, SD	Package (off-sale) Malt Beverage &	RB-25497	MG Oil
8	Corner Pantry #8	Rapid City, SD	Package off Sale Malt Beverage	RB-25629	MG Oil
9	Corner Pantry #9	Rapid City, SD	Package off Sale Malt Beverage	RB-25626	MG Oil
10	Corner Pantry #10	Rapid City, SD	Package off Sale Malt Beverage	RB-25625	MG Oil
11	Corner Pantry #11	Hot Springs, SD	Retail (on-off) Malt Beverage	RB-22547	MG Oil
11	Corner Pantry #11	Hot Springs, SD	Retail (on-off) Malt Beverage	RB-25225	MG Oil
12	Corner Pantry #12	Custer, SD	Retail (on-off) Malt Beverage	RB-3616	MG Oil
12	Corner Pantry #12	Custer, SD	Retail (on-off) Malt Beverage	RB-27312	MG Oil
13	Corner Pantry #13	Rapid City, SD	Package off Sale Malt Beverage	RB-25624	MG Oil
14	Corner Pantry Deadwood Ave #14	Rapid City, SD	Package off Sale Malt Beverage	RB-25623	MG Oil
16	Corner Pantry Moon Meadows #16	Rapid City, SD	Package off Sale Malt Beverage	RB-25295	MG Oil
18	Corner Pantry Lacrosse #18	Rapid City, SD	Package off Sale Malt Beverage	RB-25628	MG Oil
19	Corner Pantry #19	Brookings, SD	Package off Sale Malt Beverage	RB-20065	MG Oil
20	Homestead Casino	Phillip, SD	Retail (on-off) Malt Beverage	RB-24841	MG Oil
20	Corner Pantry #20	Phillip, SD	Retail (on-off) Malt Beverage	RB-3661	MG Oil
21	Corner Pantry #21	Rapid City, SD	Retail (on-off) Malt Beverage	RB-24086	MG Oil
21	Corner Pantry #21 B	Rapid City, SD	Retail (on-off) Malt Beverage	RB-25294	MG Oil
22	Metro City Corner Pantry #22	Ft. Pierre, SD	Retail (on-off) Malt Beverage	RB-2555	MG Oil
23	Corner Pantry #23	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-27731	MG Oil
24	Corner Pantry #24	Brookings, SD	Retail (on-off) Malt Beverage	RB-19483	MG Oil
25	Corner Pantry #25	Huron, SD	Retail (on-off) Malt Beverage	RB-2589	MG Oil
26	Corner Pantry #26	Huron, SD	Retail (on-off) Malt Beverage	RB-2730	MG Oil
27	Corner Pantry #27	Huron, SD	Retail (on-off) Malt Beverage	RB-2140	MG Oil
29	Corner Pantry #29	Huron, SD	Retail (on-off) Malt Beverage	RB-18935	MG Oil
29	Corner Pantry #29B	Huron, SD	Retail (on-off) Malt Beverage	RB-23334	MG Oil
30	Corner Pantry Casino #30	Huron, SD	Retail (on-off) Malt Beverage	RB-20010	MG Oil
30	Corner Pantry #30	Huron, SD	Retail (on-off) Malt Beverage	RB-2732	MG Oil
42	Lucky Lady Casino	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-2669	MG Oil
42	Lucky Lady Casino 2	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-27176	MG Oil
45	The Park	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2964	MG Oil
45	The Park 2	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2986	MG Oil
46	Market Square II	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2604	MG Oil
46	Market Square	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3027	MG Oil
52	Flying J Travel Plaza	Box Elder, SD	Retail (on-off) Malt Beverage	RB-2977	MG Oil
53	Truck Stop Lounge	Box Elder, SD	Retail (on-off) Malt Beverage	RB-2743	MG Oil
54	Flying J Hermosa / Town of Hermosa	Hermosa, SD	Retail (on-off) Malt Beverage	RB-2776	MG Oil
57	Mint Casino	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-27571	MG Oil
57	Mint Casino - 2	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-27572	MG Oil
58	Lucky Strike Casino	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-3473	MG Oil
60	Happy Jacks Sioux Falls II	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-21995	MG Oil
60	Happy Jacks Sioux Falls II - B	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-26718	MG Oil
61	LaCrosse Street Casino #1	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2797	MG Oil
61	LaCrosse Street Casino #2	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3011	MG Oil
61	Lacrosse Street Casino #3	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3114	MG Oil
63	Rushmore Casino III	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2342	MG Oil
63	Rushmore Casino	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2952	MG Oil
63	Rushmore Casino II	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3015	MG Oil
64	BP Casino II	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2966	MG Oil
64	BP Casino	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3012	MG Oil
65	Uncle Sam's West	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2275	MG Oil
65	Sam's #2	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3039	MG Oil
67	Uncle Sam's South Too	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2987	MG Oil
67	Uncle Sam's South	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3004	MG Oil
67	Uncle Sam's South 3	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2946	MG Oil
68	Chance's Casino	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2967	MG Oil
68	Chance's Casino Too	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3590	MG Oil
68	Chances Casino 3	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3037	MG Oil
68	Chances Casino 4	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3208	MG Oil
68	Chances Casino 5	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3005	MG Oil
69	Jokerz 7	Tea, SD	Retail (on-off) Malt Beverage	RB-21591	MG Oil
69	Jokerz 7	Tea, SD	Retail (on-off) Malt Beverage	RB-2528	MG Oil

Date Received _____
Date Issued _____

2022

License No. PL-4469

Uniform Alcoholic Beverage License Application

A. Owner Name and Mailing Address

TOWN OF HERMOSA
PO BOX 1006
RAPID CITY, SD 57709

B. Business Name and Address

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

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

Business Telephone#: 605-255-4555

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

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

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

County: Custer

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

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

D. Legal description of licensed premise:

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

Is this License in active use? Yes [] No

Have you ever been convicted of a felony? [] Yes No

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

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

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

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

Date October 11, 2021 Print Name Troy Erickson Signature 

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

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

For Local Government Use

Transferred (State Use)

(Seal) _____
Mayor or Chairman

From _____
Sales tax approval _____ Date _____

If disapproved, endorse reason thereon and return to applicant STATE LIQUOR AUTHORITY: APPROVAL _____ REVIEW _____

Please complete reverse side

Date Received _____
Date Issued _____

2022

License No. RR-22505

Uniform Alcoholic Beverage License Application

A. Owner Name and Mailing Address

TOWN OF HERMOSA
24547 S HIGHWAY79
HERMOSA, SD 57744-5103

B. Business Name and Address

Lic # RR-22505
LAZY R BAR AND GRILL
24547 S HIGHWAY79
HERMOSA, SD 57744-5103

Owner's Telephone#: _____

Business Telephone #: 605-255-4111

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

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

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

County: Custer

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

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

D. Legal description of licensed premise:

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

Have you ever been convicted of a felony? [] Yes [] No

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

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

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

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

Date 11/1/2021 Print Name Crystal Wiles Signature Crystal Wiles

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

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

For Local Government Use

Transferred (State Use)

(Seal) _____
Mayor or Chairman

From _____
Sales tax approval _____ Date _____

If disapproved, endorse reason thereon and return to applicant STATE LIQUOR AUTHORITY: APPROVAL _____ REVIEW _____

Please complete reverse side

Company supplement information
(For corporate/partnership/LP/LLC applicants)

Name of corporation/partnership/LP/LLC Wiles Real Estate, LLC DBA Lazy R

Address of office and principal place of business of corporation/partnership/LP/LLC 24547 SD HWY 79 Hermosa, SD 57744

Are all managing officers of this corporation/partnership/LP/LLC of good moral character having never been convicted of a felony? [] Yes [] No

Name, title of office, occupation and address of each of the officers/owners of the corporation, partnership, LP, or LLC:

Name	Office	Address	Occupation
John Wiles	Battle Creek Agency	24547 SD Hwy 79 Hermosa, SD 57744	Realtor
Crystal Wiles	Battle Creek Agency	24547 SD Hwy 79 Hermosa, SD 57744	Realtor

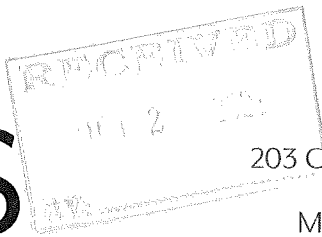
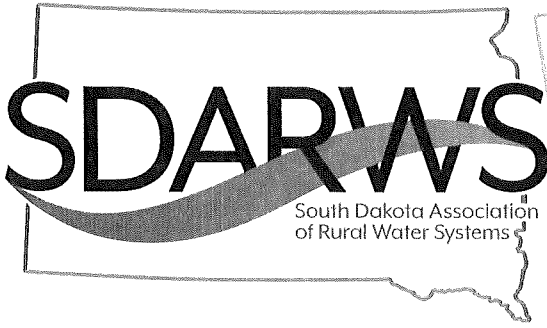
Name of any officers, directors, partners or stockholders of applicant having a financial interest or capital stock in any other alcoholic beverage license:

Name	Type of License, License Number, Financial Interest Held, and Address of Business Location

Where and with whom are all company records kept, such as charter, by-laws, minutes, accounts, notes payable, and notes and accounts receivable, etc?

With signature the applicant agrees to the following:
That the applicant company will comply with all provisions of ARSD chapter No. 64:75:02 of the Department of Revenue, relating to the transfer of stock and prior approval of the transfer of such stock by the Secretary of Revenue and violation of any of the provisions of said regulation or failure to comply therewith, whether by the undersigned corporation, partnership/LP/LLC or by any stockholder thereof, or by anyone interested in said company, shall constitute cause for revocation or suspension of any license issued pursuant to and in reliance on this application, or for refusal to renew such license upon expiration thereof.
We the undersigned officers and directors of the applicant company acknowledge that the within supplement application form is true and correct in every respect and that there exists no financial arrangement concerning this or any other alcoholic beverage license than that expressly set forth above. If company stock is to be transferred we ask for approval of such voluntary stock transfer,

Signature of Authorized Officer/Director/Partner Crystal Wiles Date 11/1/2021



MADISON
203 Center Street West
PO Box 287
Madison, SD 57042
605-556-7219

SPEARFISH
301 Seaton Circle
PO Box 815
Spearfish, SD 57783
605-642-4031

TO: West River Class B Member Systems
FROM: Kurt Pfeifle, SDARWS Executive Director
DATE: October 25, 2021
RE: Request for Nominations

The West River Class B Director 3-year term is set to expire at the end of 2021. By the virtue of your membership in SDARWS; your Municipality or Water System qualifies you to nominate a person from your organization to serve on our Board. Please consider this as an opportunity and thoughtfully consider nominating an individual for this position.

Please have your nomination postmarked by Wednesday, November 26, 2021.

Individual Nominated: _____
Municipality or Water System Represented: _____
Phone Number: _____
Email Address: _____

Have questions? Call or email, Kurt Pfeifle, Executive Director SDARWS.

Email: election@sdarws.com
Office: 605-556-7219
Mailing Address: SDARWS
PO Box 287
Madison, SD 57042

Please return this nomination by mail.

SOUTH DAKOTA MUNICIPAL STREET MAINTENANCE ASSOCIATION

An Affiliate of the South Dakota Municipal League

SDMSMA Scholarship Application

Name: _____ Title: _____

City Representing: _____ Email Address: _____

Mailing address: _____

Name/Type of course you wish to attend: _____

Location and Date: _____ Length of course: _____

Describe how this course will enhance your knowledge for your current job duties or prepare you for a future career in Public Works. _____

Amount Requested:	Tuition:	_____
	Other	_____
	Expenses:	_____
	TOTAL:	_____

Signature and Date

An applicant may apply for one of the following Scholarship categories per year. Please check the category this application is for:

Public Works Training Scholarship Funds:

- Funds may be used for both in state and out of state training.
- Applicant must be a member of the South Dakota Municipal Street Maintenance Association.
- A copy of applicant's City Council or Direct Supervisor's approval to attend the training must be received with the application.
- **The Scholarship fund allows for up to \$1000.00 per year.** These funds may be awarded to more than one applicant at the discretion of the SDMSMA Board.

Technical School Course Scholarship Funds:

- Funds must be used for an individual that is pursuing a Municipal Public Works career.
- Applicant must either be a member of the SDMSMA or be a student sponsored by a member of the SDMSMA. If a student applicant is sponsored by a member a letter of support from the sponsor must be received with the application. Please contact the South Dakota Municipal League for your local SDMSMA member's contact information.
- A copy of the course description that includes the cost must be included with the application.
- **The Scholarship fund allows for up to four \$750 awards per year.** Reimbursement for expenses will be made upon receipt of documentation of course completion from award recipient.

Please submit the completed application to SDML, 208 Island Drive, Ft. Pierre, SD 57532 or fax to 605-224-8655 no later than **January 15, 2022**, to be considered for the scholarship. Applications will be reviewed, and notification of award given by February 15, 2022.