

**HERMOSA TOWN BOARD**  
**Regular Meeting**  
**Tuesday, February 5, 2019 @ 9am**



ROLL CALL: Holsworth called the meeting to order at 9:15am with the following members present: King, Saulton, & Holsworth. Henrichsen & Kramer absent. Attorney Johnson, Daggett, Ferguson, Johnson, Boddicker & one (1) interested citizens also present. Pledge of Allegiance was led by Holsworth.

CALL FOR CHANGES: Motion & second to approve agenda as amended including Resolution 03-2019 Drive In Tract & Hermosa Hills Tract under Planning & Zoning on item 10)B; unanimous.

CONSENT CALENDAR: Motion & second to approve January 22, 2019 regular meeting as presented; unanimous.

CLAIMS: Motion & second to approve February 1st payroll and claims as presented; unanimous. A&B Business Solutions, copier lease payment 12, 458.48; Banyon Data Systems, annual support payroll, FA, PSN, UB, 2,580.00; Current Electric, replace library ballast & lightbulbs, 198.90; Jim Daggett, health insurance, 200.00; EFTPS, February 1st payroll taxes, 1,260.93; Ferguson Construction, monthly agreement , 2,266.67, snow removal, 250.00; Health Pool of SD, monthly premium (plus withholdings), 773.67; Interstate Engineering, 2018-29 & 2018-30 permit review, 554.50; Johnson Law Office, attorney services, 527.00; Kieffer Sanitation, monthly garbage contract, 2,836.90; Misc. Customer, deposit refund, 16.38; Mt Rushmore Telephone Co., telephone, fax, internet service fees, 259.29; Neugebauer Brothers, 2018 lagoon pumping, 1,350.00; Office Depot, office & newsletter supplies, 110.95; Payment Service Network, monthly service fees, 64.95; Payroll, Board of Trustees, 1,075.00, Finance Dept 2,799.79; Law Enforcement, 785.00, Public Works, 204.75; SD Retirement, January retirement funds, 667.34; Southern Hills Publishing, monthly publications, 173.39. TOTAL \$19,413.89

ENGINEER: Sewer pond expansion & well rehabilitation bench test remains pending.

LEGAL: TIF agreement update remains pending. Attorney Johnson provided updates on proposed planning & zoning bill not being supported to senate by our district representative and recommended steps moving forward with it.

PUBLIC WORKS: Ferguson provided streets, street light repairs, water & sewer department updates. Motion & second to renew Contract of Land Applying Treated Wastewater; discussion. Motion & second to approve contract motion as amended changing "reasonable fees" to "not to exceed \$700 annually & provide detailed itemized billing for service rendered;" unanimous. Pace Contract for Sewer Jetting pending.

LAW ENFORCEMENT/ABATEMENTS/COMPLAINTS: Daggett provided updates including status of animal complaint received 1/31/19.

FINANCE OFFICE: Department updates provided including the SDML District 9 meeting schedule & reminder that Hermosa is hosting the Mayors Lunch February 28th.

PLANNING COMMISSION & APPLICATIONS: February 4, 2019 minutes reviewed. Motion & second to approve Permit 2019-01 Drive-In Tract & Hermosa Hills Tract Final Plat as recommended by Engineer Staff Report with the requirement that the Drive In be connected to the municipal sewer system, the Drive In Tract be rezoned to commercial within ninety (90) days, and fees be paid in full; the ordinance requirement for street specifications shall waive curb, gutter, sidewalks & pavement, and any gravel road surfacing will be required to be the same specs as the Hermosa Hills Addition; unanimous. Motion & second to approve Resolution 03-2019 as read; unanimous.

Town of Hermosa  
Resolution 03-2019

WHEREAS, there has been presented to the Board of Trustees of the Town of Hermosa, South Dakota, the within Plat of Drive In Tract and Hermosa Hills Tract, Town of Hermosa, containing all of Outlot 1 of Hermosa Hills Addition, located in the Town of Hermosa, Custer County, South Dakota; and appearing to the Board that:

1. said plat conforms to the existing plats of said Town,
2. that the streets set forth therein conforms to the system of streets of the municipality,
3. that all provisions of the subdivision regulations have been complied with,
4. that all taxes and special assessments upon the tract have been fully paid,
5. 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 aspects.

Dated this 5<sup>th</sup> day of February 2019.

OLD BUSINESS: Motion & second to approve 2nd Reading Ordinance Chapter 94; unanimous.

**ORDINANCE CHAPTER 94**

**AN ORDINANCE REGULATING FALSE ALARMS TO LAW ENFORCEMENT**

**BE IT ORDAINED BY THE TOWN OF HERMOSA THAT THE TOWN OF HERMOSA ENACTS A NEW CHAPTER 94 TO REGULATE FALSE ALARMS TO LAW ENFORCEMENT AS FOLLOWS:**

**CHAPTER 94: FALSE ALARM REGULATION**

**94.01 Definitions.**

The following words shall have the following meanings within this chapter unless otherwise specifically provided:

A. **ACT OF GOD.** An unusual, extraordinary, sudden and unexpected manifestation of the forces of nature, which cannot be prevented by reasonable human care, skill or foresight.

B. **AUTOMATIC DIALING DEVICE.** Any device connected to a telephone line programmed to select a predetermined telephone number assigned to the emergency services communication center and thereby transmit a signal indicating the need for an emergency response of any duly authorized law enforcement personnel.

C. **CENTRAL STATION SERVICE.** Any operation in which a person, firm, corporation, or other entity accepts valuable consideration in return for monitoring fire alarms, fire alarm systems or remote fire alarm signaling devices located within structures, other than residential structures, or any security alarm or security alarm system as defined in this chapter, located within the territorial jurisdiction of the town.

D. **FALSE ALARM.** Any security alarm signal or notification which elicits a response from any duly authorized law enforcement personnel when the response is deemed to have been made unnecessarily. A false alarm is one which results in a response of a duly authorized law enforcement personnel when such response determines that:

1. No criminal activity, attempted criminal activity or any emergency exists or existed to justify any alarm or alarm signal;
2. The alarm or alarm signal was not caused by the act of a person over whom the user or alarm agent had no control; and
3. The alarm or alarm signal was not caused by an act of God.

E. **SECURITY ALARM or SECURITY ALARM SYSTEM.** Any device designed for the detection of an unauthorized entry on premises or for alerting others of the commission of an unlawful act or both, and when the system is actuated gives a signal, visual and/or audible or transmits and/or causes to be transmitted any signal or alarm. As used herein, **SECURITY ALARM SYSTEM** shall refer to systems owned or leased by private persons or entities, and shall exclude the following:

1. Any alarm system intended for use with a motor vehicle; and
2. Any alarm system installed in the interior of any premises designed solely for the purpose of alerting the occupants within the premises.

F. **SECURITY ALARM USER.** Any owner, occupant, lessee or lessor of any structure or dwelling on private property on whose premises there is installed or maintained within the corporate limits of the town, an alarm or alarm system.

**94.02 Automatic dialing direct alarm prohibited.**

No security alarm business or security alarm user within the corporate limits of the town shall operate any automatic dialing direct security alarm, as defined herein. Any governmental entity within the corporate limits within the town shall be exempt from the provisions of this section.

**94.99 Violations and Fees for Compensation.**

A. Whenever any duly authorized law enforcement personnel have responded to 2 false security alarms within any period of 12 calendar months to the same premises in response to any security alarm or security alarm system as provided for herein, the owner or occupant of the real property on which the alarm or alarm system is installed shall pay to the town for each false alarm thereafter the sum of \$50 as partial compensation for those costs incurred by the town's Law Enforcement Department in responding to the false alarm. Any invoice issued may be appealed first to the Town Marshal, then to the Board of Trustees.

B. In the event an invoice for payment hereunder is unpaid more than 30 days after the due date, the Town Marshal may order that the central station service shall disconnect the security alarm system from its service upon 20-days' notice to the owner or occupant of the subject property.

C. The Town Marshal may waive charges for any response made within 14 days after initial installation.

Dated the 5th day of February, 2019.

Town Hall & 250 Main St gutter update. Work Session pending items include Ingress/Egress Ordinance, Town sign, water rate review, emergency horns.

NEW BUSINESS: Motion & second no fees waived at 102 Main St; unanimous.

ITEMS FROM CITIZENS: none

TRUSTEE INPUT: All were thanked for a good meeting, wisdom, work & attendance. Motion & second to adjourn at 10:44am; unanimous. Let us leave as friends.

ATTEST:

\_\_\_\_\_  
Dan Holsworth, Town Board President

\_\_\_\_\_  
Bobbie L. Johnson, Finance Officer

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