

AGENDA
REGULAR WHITEWOOD COUNCIL MEETING
December 15, 2025, 5:30 PM
CITY HALL

1. CALL THE MEETING TO ORDER.
2. ROLL CALL
3. APPROVE MINUTES from Regular Meeting on December 1, 2025.
4. APPROVE THE CLAIMS.
5. THIRD AMENDMENT TO WATER AGREEMENT THREE PEAKS WATER ASSOC.
6. CLOSURE OF CITY OFFICES ON DECEMBER 26, 2025 & JANUARY 2, 2026.
7. BUILDING OFFICIAL WAGE INCREASE \$1.50/HR.
8. APPROVE COMBINED VOTING AGREEMENT. (County Issued)
9. APPROVE CLOSING MEADE & LAUREL STREETS FOR PARADE OF LIGHTS.
10. DEPARTMENT REPORTS.

• Police Department	Library Board	Street Department
• Water Department	Finance Commission	Liquor Commission
• Sewer Department	Parks Department	Economic Development
• ADA Commission	Railroad Authority	NH Waste Management
• Emergency Management		Historic Dist. Commiss.
11. PUBLIC COMMENTS
12. NEXT REGULAR COUNCIL MEETING - Monday, January 5, 2026, at 5:30pm
13. ADJOURN

The Whitewood City Council met in regular session on Monday the 1st of December 2025 at City Hall. Mayor Mitch Harmon called the meeting to order at 5:30 pm, with Council members Roxie Cooper, Jeremy Noren, Sara Fitzgerald, Ken Noren, Jerry Davidson, and Shelbi Bulat present. City Attorney Fitzgerald, Police Chief Bach, Building Official Smit, Public Works Werlinger and Finance Officer Heckenlaible were also present.

Action 2025-189

Motion by Cooper, seconded by J. Noren, to approve the minutes from the regular meeting on November 17, 2025. All members present voting yes, motion carried.

Action 2025-190

Motion by Cooper, seconded by K. Noren, to approve the claims as presented. Roll call, all members present voting yes, motion carried.

CLAIMS- December 1, 2025

ESTIMATED WAGES –DECEMBER 2025 (2 pay periods)

MAYOR	550.00
COUNCIL	2,250.00
CITY ATTORNEY	1,000.00
BUILDING INSPECTOR	300.00
CHIEF OF POLICE- Josh Bach	4,800.00
POLICE OFFICER- Anthony Spencer	4,320.00
POLICE OFFICER- Dykes	4,000.00
POLICE OFFICER- Hebda	4,000.00
BUILDING OFFICAL- Jim Smit	2,366.10
WASTE/WATER OPERATOR- DJ Werlinger	4,150.40
WASTE/WATER OPERATOR- Derek Daniels	4,064.00
WASTE/WATER OPERATOR- John Cooper	3,857.60
LIBRARIAN – Deb Terhue	2,147.20
LIBRARY ASST.- Donna Willson	648.00
LIBRARY ASST- Sandy Huffman	648.00
LIBRARY ASST.- Racine Morgan	238.88
FINANCE OFFICER – Cory Heckenlaible	4,540.80
FINANCE & PW- Jessica Bestgen	2,374.90
TOTAL	\$46,255.88

GENERAL LEDGER

SD DEPT REVENUE & REGULATION- Garbage Tax	257.10
CITY OF WHITEWOOD- Take Deposit for Bills- Eckrich, Freeman, Roy	300.00
SD RETIREMENT- Employee Retirement	5,269.14
TOTAL	\$5,826.24

GENERAL FUND

WASTE CONNECTIONS- Garbage Collection	4,269.54
A&B BUSINESS SOLUTIONS- Police 171.37, City Hall 237.63	409.00
ALL NET CONNECTIONS- Microsoft 365 Renewal 117.00, Police 113.75, Server 273.00, Cameras 91.00	594.75
AMAZON CAPITAL- Police 1047.63, Hale Hall 56.47, Shop 142.53, Parks 138.52	1,385.15
BLUEPEAK- Police 372.21, City Hall 403.82	776.03

CLARK PRINTING- A/P Checks	173.85
SOUTHERN GLAZERS- November Liquor	1,310.84
RAMAKER & ASSOCIATES- Cemetery CIMS Annual Dues	1,819.13
AT&T MOBILITY	430.00
REPUBLIC NATIONAL- November Liquor	1,737.93
A&J CLOTHING- PW Uniforms	234.94
LIGHTING MAINTENANCE- Exit Lights	58.52
WELLS FARGO VISA- Streets 1083.16, Bldg Insp 85.50, Shop 37.16, Police 254.75, City Hall 71.15, Vision 33.52	1,006.26
A&J SUPPLY- Streets 98.36, Shop 57.74	156.10
JOHNSON SOUTH DAKOTA- November Liquor	11,619.40
TOTAL	\$25,981.44

LIBRARY

AMAZON CAPITAL	120.19
BLUEPEAK	203.64
ALL NET CONNECTIONS	22.75
DEB TERHUNE	383.86
TOTAL	\$323.83

WATER/SEWER FUNDS

AMAZON CAPITAL	73.41
FERGUSON WATERWORKS	1,113.75
HAWKINS CHEMICAL	496.44
WELLS FARGO VISA	76.90
AMAZON CAPITAL	89.89
A&J SUPPLY	50.02
TOTAL	\$1,900.41

AUTOMATIC PAYMENTS

USDA RURAL DEVELOPMENT- Water Project Loan	4,028.00
USDA RURAL DEVELOPMENT- Trunk Sewer Project	1,057.00
EFTPS- Payroll Taxes 11/28/25	6,460.41
TOTAL	\$11,545.41

Action 2025-191

Motion by K. Noren, seconded by J. Noren, to approve the third amendment to the water agreement with Three Peaks Water Association (Spearfish Mountain Ranch). Roll call, Davidson yes, Bulat No, Cooper no, J. Noren no, Fitzgerald no, K. Noren no. Motion denied.

Action 2025-192

Motion by J. Noren, seconded by Cooper, to approve the second reading of Ordinance 2025-04- A Supplemental Appropriation to Appropriation Ordinance 2024-05. Roll call, all members present voting yes, motion carried.

Action 2025-193

Motion by Cooper, seconded by Fitzgerald, to approve a \$200 Whitewood Buck Christmas bonus for full-time employees and \$100 for part-time city employees. All members present voting yes, motion carried

Action 2025-194

Motion by J. Noren, seconded by Fitzgerald, to give the part-time library aides a \$1.50 per hour raise, effected immediately. Roll call, Davidson yes, Bulat yes, Cooper no, J. Noren yes, Fitzgerald yes, K. Noren yes. Motion carried.

Action 2025-195

Motion by J. Noren, seconded by Bulat, to allow the Whitewood Chamber to place a sign promoting the Whitewood Elementary School, on the existing welcome to Whitewood sign. All members present voting yes, motion carried.

Action 2025-196

Motion by K. Noren, seconded by Cooper, to approve the \$1,182.06 quote from Core and Main to repair a fire hydrant on Crook City Road. Roll call, all members present voting yes, motion carried.

Action 2025-197

Motion by K. Noren, seconded by Fitzgerald, to set the 2026 election date for June 2, 2026, and approve the combined voting agreement with the Lead-Deadwood School District #40-1, the City of Central City, the City of Deadwood, the City of Lead, the City of Whitewood and the Lead-Deadwood Sanitary District. Roll call, all members present voting yes, motion carried.

There being no further business, the meeting was adjourned at 5:55 PM.

MITCHELL U. HARMON
Mayor

Attest:

CORY HECKENLAIBLE
Finance Officer

CLAIMS- DECEMBER 15, 2025

GENERAL LEDGER

DELTA DENTAL- Employee Dental Insurance	628.70
HEALTH POOL OF SD- Employee Health Insurance	8,966.43
UNITED HEALTH CARE- Employee Life Insurance	69.96
TOTAL	\$9,665.09

GENERAL FUND

A&B BUSINESS SOLUTIONS- Police	59.99
ALL NET CONNECTIONS- Monthly Backup 214.54, Shop Cameras 91.00	305.54
AMAZON CAPITAL- Police 418.99, Camera Antenna 189.98	608.97
BANYON DATA SYSTEMS- Payroll & Fund Acct Support	1,925.00
BH CHEMICAL- De-Ice Liquid	271.74
BH PIONEER- Legal Publications	227.51
BH ENERGY- Hale Hall	112.59
BUTTE ELECTRIC- Exit Lights	519.35
BJ'S COUNTRY STORE- Bldg Insp Fuel 73.76, Police Fuel 422.07	495.83
GODFREY BRAKE SERVICE- Skid Steer Chains	663.44
GREAT WESTERN TIRE- Police Chains	568.00
MONUMENT HEALTH- Police Physicals	100.00
MOTOROLA SOLUTIONS- Police	395.00
REPUBLIC NATIONAL- December Liquor	162.75
SONSET STATION- PW Fuel	115.96
SOUTHERN GLAZERS- December Liquor	912.52
STURGIS TIRE PROS-Police	264.99
WESTERN STATIONERS- City Hall	30.97
WW CHAMBER OF COMMERCE- Whitewood Bucks	3,000.00
FITZGERALD LAW FIRM- Legal Services	4,357.50
JESSICA BESTGEN- Reimburse Supplies	17.82
PERFORMANCE AUTOMATICS- F-350 Window Repair	817.60
TOTAL	\$15,933.07

LIBRARY

A&B BUSINESS SOLUTIONS	145.12
AMAZON CAPITAL	288.86
DEB TERHUNE- Reimburse Supplies	468.59
TOTAL	\$902.57

WATER/SEWER FUNDS

BUTTE ELECTRIC- Treatment Plant 1860.99, Booster Station 517.19	2,378.18
DANS DUMPSTERS	100.00
MIDCONTINENT TESTING LABS	46.00
NORTHWEST PIPE FITTINGS	315.76
SONSET STATION- PW Fuel	115.99
USA BLUE BOOK	304.66
TOTAL	\$3,260.59

AUTOMATIC PAYMENTS

USDA RURAL DEVELOPMENT- Storm Sewer	1,226.50
USDA RURAL DEVELOPMENT- Laurel Stret Project	3,254.00

USDA RURAL DEVELOPMENT- Street Assessment	31,495.00
EFTPS- Payroll Taxes 12/12/25	7,422.75
TOTAL	\$43,398.25

2026 BEGINNING OF THE YEAR CLAIMS**GENERAL FUND**

SD BUILDING OFFICIALS ASSOC.- Dues	50.00
SD GOVERNMENTAL FINANCE OFFICER ASSOC- Dues	100.00
SD GOVERNMENTAL HUMAN RESORCE ASSOC- Dues	50.00
SD MUNICIPAL LEAGUE- Dues	1,296.00
SD POLICE CHIEFS ASSOC.-Dues	200.00
SDML WORKERS COMP- Streets	1,448.07
SDML WORKERS COMP- Parks	1,448.07
SDML WORKERS COMP- Police	5,674.08
SDML WORKERS COMP- Finance	177.32
SDML WORKERS COMP-Building Inspector	177.31
TOTAL	\$10,620.85

WATER/SEWER FUNDS

SDML WORKERS COMP- Water & Sewer	2,896.15
TOTAL	\$2,896.15

Prepared by:
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Rapid City, SD 57709-1231
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MEMORANDUM OF WATER SERVICE AGREEMENT

THIS MEMORANDUM OF WATER SERVICE AGREEMENT ("Memorandum") is made as of the ____ day of _____, 2025, by and between the City of Whitewood, a municipal corporation organized under the laws of the State of South Dakota ("City"), and Three Peaks Water Association, LLC, a South Dakota limited liability company ("Association"), successor to Spearfish Mountain Ranch LLC.

1. Purpose. This Memorandum is executed solely for the purpose of giving public notice of the existence of the Amended and Restated Spearfish Mountain Ranch LLC Water Service Agreement dated January 19, 2023, as amended by First Amendment to and Assignment and Assumption of Water Service Agreement dated December 18, 2023; Second Amendment to Water Service Agreement dated February __, 2024; and Third Amendment to Water Service Agreement dated December __, 2025 (collectively, the "Water Service Agreement").

2. Property Affected. The Water Service Agreement establishes a defined service area within which the City is obligated to provide water service, all as more fully set forth in Water Service Agreement. Certain owners of parcels located within the service area have elected to sign this Memorandum solely to consent to the recording of this Memorandum against their respective parcels, for the limited purpose of providing constructive notice of Water Service Agreement as it relates to those parcels. By signing this Memorandum, no owner assumes any obligations or grants any rights beyond those already existing under Water Service Agreement. The legal descriptions of the parcels for which recordation consent has been provided are attached hereto as Exhibits A through C and incorporated herein by reference.

3. Key Provisions of Water Service Agreement. The following are summaries of selected covenants of the City contained in the Water Service Agreement; they are illustrative only and are not intended to enumerate all covenants or obligations:

a. Potable Water Supply. The City is obligated to sell and deliver potable water to the Association that meets the same standards as water delivered within the City limits.

b. Number of Connections. The Water Association shall be entitled to a minimum of 133 water connections within the service area covered by the Water Service Agreement.

c. Perpetual Term. The term of the Water Service Agreement is perpetual.

d. Water Quantity Guarantee. The City covenants that it shall at all times maintain the quantity of water entering the pump house from the City's water storage necessary to ensure that the pump house is able to deliver 250 two-hundred fifty (250) gallons per minute of water to the Association's meter, and (500) five-hundred gallons per minute when the pump system so requires for maintenance of adequate pressure, except during periods when the City is unable to furnish such quantity due to a disruption or insufficiency in the City's own water system. This flow-rate covenant is measured at the pump house to the Association's meter. The City further covenants that it shall not agree to furnish water from this pump house to any other party if doing so would compromise the City's ability to maintain the 250-500 gallons-per-minute delivery capacity.

4. No Obligations Imposed on Lot Owners. The Water Service Agreement is an agreement solely between the City and the Association, and this Memorandum is being recorded for the limited purpose of providing public notice of that agreement so that current and future owners of lots within the defined service area are aware of the source of their water service. Nothing contained in this Memorandum, nor in its recordation, shall be construed as imposing any obligations of the Association under the Water Service Agreement upon any owner of a lot within the service area. This Section 4 shall not be construed to relieve any owner from its separate obligation to the Water Association to pay for water service furnished to its individual property.

5. No Expansion of Obligations. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Water Service Agreement, the terms of which are incorporated herein by reference. In the event of any inconsistency between the terms of the Water Service Agreement and this instrument, the terms of the Water Service Agreement shall prevail.

[The Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date first above written.

CITY OF WHITEWOOD, a South
Dakota Municipal Corporation

By: Mitch Harmon
The City of Whitewood Its
Mayor

ATTEST

By:

City Finance Officer

STATE OF SOUTH DAKOTA)

: ss

COUNTY OF _____)

On this ____ day of _____, 2025, before me, the undersigned officer, personally appeared Mitch Harmon, Mayor of the City of Whitewood, a South Dakota municipal corporation, and _____, its Chief Finance Officer, who acknowledged themselves to be the duly authorized officers of said municipal corporation and that they, as such Mayor and Chief Finance Officer, being authorized to do so, executed the foregoing instrument on behalf of the City of Whitewood for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires: _____

THREE PEAKS WATER ASSOCIATION, LLC,
a South Dakota limited liability company

By: Gerard J. Keating
President, Board of Directors

STATE OF SOUTH DAKOTA)

: ss

COUNTY OF _____)

On this ____ day of _____, 2025, before me, the undersigned officer, personally appeared Gerard Keating, known to me or satisfactorily proven to be the Manager of Three Peaks Water Association, LLC, a South Dakota limited liability company, and acknowledged that he executed the foregoing instrument for the purposes therein contained on behalf of the company.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

(SEAL)

My Commission Expires: _____

**CONSENT OF
WILDFLOWER ESTATES HOMEOWNERS ASSOCIATION, INC.
(ON BEHALF OF WILDFLOWER ESTATES)**

Wildflower Estates Homeowners Association, Inc., a South Dakota nonprofit corporation (the "Association"), acting by and through its duly authorized officers and in its representative capacity on behalf of all property owners within the development commonly known as Wildflower Estates, which is legally described on Exhibit C hereto (the "Development"), hereby executes this Consent for the purpose of evidencing its approval of the recording of the Memorandum against the Development and acknowledging that the Memorandum may encumber the Development in accordance with its terms.

IN WITNESS WHEREOF, the Association has caused this Consent to be executed by its duly authorized officer as of the ____ day of _____, 2025.

Wildflower Estates Homeowners Association, Inc.,
a South Dakota nonprofit corporation

By: _____
Name: _____
Title: _____

STATE OF SOUTH DAKOTA)

: ss

COUNTY OF _____)

On this ____ day of _____, 2025, before me, the undersigned officer, personally appeared _____, who acknowledged himself/herself to be the _____ of Wildflower Estates Homeowners Association, Inc., a South Dakota nonprofit corporation, and that he/she, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

(SEAL)

My Commission Expires: _____

EXHIBIT A
LEGAL DESCRIPTION OF SPEARFISH MOUNTAIN RANCH

EXHIBIT B
LEGAL DESCRIPTION OF THREE PEAKS RANCH

EXHIBIT C
LEGAL DESCRIPTION OF WILDFLOWER ETATES

**THIRD AMENDMENT TO WATER
SERVICE AGREEMENT**

This Third Amendment to the Water Service Agreement ("Amendment") between Three Peaks Water Association, LLC, a South Dakota limited liability company (the "Water Association"), and the City of Whitewood, a municipal corporation organized under the laws of the State of South Dakota (the "City") is dated December ____, 2025.

Background:

- A. The Water Association (as successor to Spearfish Mountain Ranch LLC ("SMR")) and the City are parties to that certain Amended and Restated Spearfish Mountain Ranch LLC Water Service Agreement dated January 19, 2023 as amended by First Amendment to and Assignment of Water Service Agreement dated December 18, 2023 and then further amended by the Second Amendment to Water Service Agreement dated February 27th 2024 (collectively, the "Water Service Agreement") under which the City agreed to provide water to the property described in the Water Service Agreement under the terms and conditions stated in the Water Service Agreement. The Water Agreement resulted from SMR and the City working together to secure SMR's right to purchase water for the benefit of certain residential communities created by SMR and located adjacent to or in the vicinity of the City.
- B. Omitted from all of the aforementioned documents above is the fact that a booster pump was required in order to deliver water from the City's source to the Association's storage tanks for distribution, and therefore Spearfish Mountain Ranch, LLC predecessor in interest to Three Peaks Water Association, LLC, constructed and installed, a "Pump House," also known as a "Booster Station," (referred to in this document as "Pump House") between the City of Whitewood Reservoir and the Association's master meter, at its own cost and expense for the benefit of the property described in the Water Service Agreement.
- C. The City of Whitewood has incurred electrical bills, repair bills and otherwise has sustained damage to the building by virtue of vandalism committed against the building. The City intends to purchase and install a security system to guard against damage in the future. To date the City of Whitewood has incurred \$13,597.24 in electrical bills, \$675.63 in repair costs \$172.43 in supplies and is in process of purchasing a security camera system for and in the amount of \$3,799.97. The total of

all these costs is \$18,245.27.

- D. Unrelated from the expenses, the City of Whitewood was under the incorrect assumption that the Water Association owned the pump house or held the pump house in trust until a certain number of incidental construction items were completed. At the time in which these items were completed the City would accept ownership. These incidental items are commonly known as "punch list items." The Water Association never believed it owned or held the Pump House in trust for the City of Whitewood but rather believed the City always owned the pump house.
- E. The President of the Board of Directors of the Water Association was not aware of the damage to the Pump House. The Water Association believes the Pump House should not be an expense to the City of Whitewood.
- F. Therefore the Three Peaks Water Association and the City of Whitewood desire to modify the Water Service Agreement to address the matters described above and any other related or agreed-upon modifications as hereinafter set forth

Agreement

In consideration of the mutual covenants and promises contained in this Amendment, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree and covenant as follows:

COSTS:

1a. Electrical Costs: At each regular billing cycle the City of Whitewood shall invoice the Water Association for reimbursement of the Pump House's separately metered electrical costs as billed by the electric utility provider, without markup. The City will pay the electrical costs and then send an invoice along with a copy of the electrical provider's bill to the Water Association. The Water Association shall then remit payment to the City of Whitewood by check or ACH for reimbursement of that cost within 30 days of receipt of the City's invoice.

1b. Regular Repair and Supply Costs: The City of Whitewood shall maintain, repair, and replace the Pump House and all components thereof as necessary to keep them in good working order and in accordance with good industry practice for potable water system facilities, subject to reimbursement to the extent provided herein. Any regular repair or regular maintenance costs or supply costs of the pump house will be paid promptly by the City. Within 30 days of payment, the City of Whitewood will invoice the Water Association for reimbursement of

the City's reasonable costs. Each invoice shall be accompanied by copies of paid invoices documenting the costs incurred. If the City reasonably anticipates that the cost of any single repair or replacement will exceed \$ _____, the City shall consult with the Association before proceeding with such repair or replacement. The Water Association will provide reimbursement to the City within 30 days of receipt of the City's invoice. "Regular repair or regular maintenance costs" means all costs for repairing, maintaining, or replacing components of the Pump House that were installed on or before January 1, 2025, and that require service or replacement in the ordinary course during the useful life of the Pump House. "Supply costs" means costs for items consumed within 12 months by virtue of the operation of the pump house.

1c. Extraordinary Costs: The addition of new equipment or fixtures which does not replace existing equipment, which was installed by January 1, 2025 will be paid for by the City of Whitewood without reimbursement from the Water Association.

1d. Insurance/Casualty: The City of Whitewood shall maintain property and liability insurance adequate to cover the Pump House, its equipment and operations, naming the Association as an additional insured, beginning immediately after this agreement is signed. In the event of a casualty to the Pump House, the City shall, at its sole cost and expense and without reimbursement from the Association, repair or replace the Pump House as necessary to continue providing water services in accordance with the Water Service Agreement, as hereby amended.

1e. Historical Expenses: Notwithstanding the definitions and provisions of this Amendment the Water Association has agreed to pay the City of Whitewood its past expenditures in the amount of \$18,245.27 19,880.02. This represents \$13,597.24 15,232.26 in electrical expenses, \$675.63 in regular repairs, \$172.43 in supplies and the cost of a security camera system totaling \$3,799.97. The Water Association agrees to pay this amount in full within 12 twelve months after the signing of this amendment.

1f. Quit Claim: The Water Association quit claims any and all right title in interest in the Pump House including the physical structure in which it is housed and all related fixtures and equipment. Execution of a formal and recordable Quit Claim Deed shall follow the execution of this agreement. The Quit Claim deed is meant to formalize and terminate any claim of ownership or control Three Peaks Water Association, its successors or predecessors in interest would have as to the Pump House, and any of its fixtures. Although the Pump House is located on City-owned property, the Quit Claim Deeds are being executed as a precautionary measure to eliminate any residual misunderstanding that may have arisen from the fact that the

Association funded its construction.

2. **Binding Effect.** This Amendment is binding on and will inure to the benefit of the parties hereto and their respective successors and assigns. This amendment leaves all provisions of the previous agreements which do not specifically conflict with this amendment intact.

2a. **Recording:** A memorandum of this the Water Services Agreement as amended by this Amendment in the form attached to this Amendment as Exhibit A, as well as the quit claim deed shall both be recorded in the Lawrence County Register of Deeds Office by the City Attorney for the City of Whitewood immediately after both documents have been executed.

3. **Governing Law.** This Amendment shall be governed by and construed in accordance with the laws of the state of South Dakota.

4. **Severability.** In the event any section, or any sentence within any section, is declared by a court of competent jurisdiction to be void or unenforceable, such sentence or section shall be deemed severed from the remainder of this Amendment and the balance of this Amendment shall remain in full force and effect.

5. **Term.** The term of the water agreement is modified to be a perpetual agreement and not a 10 year agreement with rights to extend. The City however retains the right to reduce water services in the event of a City shortage under the terms provided for in the Water Service Agreement.

5a. **Water Quantity Guarantee:** The City covenants that it shall at all times maintain the quantity of water entering the pump house from the City's water storage necessary to ensure that the pump house is able to deliver 250 two-hundred fifty (250) gallons per minute of water to the Association's meter, and (500) five-hundred gallons per minute when the pump system so requires for maintenance of adequate pressure, except during periods when the City is unable to furnish such quantity due to a disruption or insufficiency in the City's own water system This flow-rate covenant is measured at the pump house to the Association's meter. The City further covenants that it shall not agree to furnish water from this pump house to any other party if doing so would compromise the City's ability to maintain the 250-500 gallons-per- minute delivery capacity

5b. **Separate Meter:** Any water sold, delivered, purchased or transferred to any party from the pump house shall be separately metered and shall not result in any increased costs or reduction in quality of the water sold to the Water Association. If the City provides water from the Pump House to any other party, the City shall promptly notify the Association, and the parties shall agree on a fair and equitable revised allocation of costs previously borne solely by the Association, to reflect that the Association is no longer the exclusive beneficiary.

6. **Counterparts; Electronic Signatures.** This Amendment may be executed in one or more counterparts and all so executed shall constitute one agreement, binding on all the parties hereto, even though all parties are not signatories to the original or the same counterpart. Any counterpart of this Amendment that has attached to it separate signature pages, which altogether contain the signatures of all parties, shall for all purposes be deemed a fully executed instrument. A copy of this Amendment sent by executed by pdf or by electronic signature such as, by way of example only, DocuSign or Adobe Sign, shall be deemed an original for all purposes and the electronic signature of a party shall have the same effect as an original signature.

[The Signature Page Follows]

Signed:

Three Peaks Water Association, LLC, a
South Dakota limited liability company

By: Gerard J. Keating
President, Board of Directors

CITY OF WHITEWOOD, a South Dakota
Municipal Corporation

By: Mitch Harmon
The City of Whitewood
Its Mayor

ATTEST
By:

City Finance Officer

COMBINED ELECTION AGREEMENT

This agreement is entered into between Lawrence County, Spearfish School District 40-2, Lead-Deadwood School District 40-1, Meade School District 46-1, Belle Fourche School District 09-1, City of Whitewood, City of Deadwood, City of Lead, City of Spearfish and the Lead-Deadwood Sanitary District, all political subdivisions of the State of South Dakota, for the purpose of conducting a combined election as provided for under the provisions of SDCL 9-13-37, 13-7-10.3 and 12-2-5.

EFFECTIVE DATE: This agreement shall become effective on the date that all parties have signed the agreement.

PURPOSE: It is the purpose of this agreement for the parties to conduct their individually required elections in one combined election. The combined election will be held in even-numbered years, with the regular June primary election. Elections are being combined to save tax dollars on the cost of individually conducted elections and to encourage a better voter turnout for all entities.

COST SHARING: The parties to this agreement shall share the costs of the combined election as set forth herein.

Each Governmental entity shall publish its own required notices, except where they may by law be jointly published. The cost of jointly published notices shall be shared proportionately by ballot issue and /or candidate.

Salaries and expenses of election boards shall be shared equally by the parties.

Polling place rent shall be shared equally within the city, school, and county precincts. County shall bear the cost of rural precincts outside the school district.

The cost of all jointly used materials (ballot stamps, ballots, poll books, etc.) will be shared equally. Each entity will pay the cost of its individually used materials and supplies.

Data processing costs (setup, test run, ballot count, etc.) incurred shall be shared proportionately by ballot issue and/or candidate.

If any of the parties of this agreement are not required to have an election, only those costs of the joint action, if any, to the point of withdrawal will be shared. The remainder of the election costs will be borne by the remaining entity (ies) conducting the election.

Lawrence County will pay all costs associated with the election and the city, school and sanitary district agree to reimburse the county for their share of the costs as determined in this agreement.

ABSENTEE BALLOTS: Absentee ballots shall be available at the office of the County Auditor for voters who wish to vote absentee, however, in the event Lawrence County does not have a County office set-up for election, absentee voting will be conducted by the Spearfish School District 40-2, Lead-Deadwood School District 40-1, Meade School District 46-1, Belle Fourche School District 09-1, City of Whitewood, City of Deadwood, City of Lead, City of Spearfish and the Lead-Deadwood Sanitary District.

CANVASSING OF THE VOTE: Each entity shall canvass the votes of their election as stated in SDCL 12-20-36.

The Spearfish School District 40-2, Lead-Deadwood School District 40-1, Meade School District 46-1, Belle Fourche School District 09-1, City of Whitewood, City of Deadwood, City of Lead, City of Spearfish and the Lead-Deadwood Sanitary District are hereby empowered and directed to cooperate in any manner that will accomplish the purpose and intent of this agreement in order to facilitate this election in the most efficient and economical manner.

TERMINATION: This agreement may be terminated by either party upon at least 60 days prior written notice, except that such termination shall in no way affect the agreement of the parties hereto with respect to any obligations incurred under the agreement until a full settlement has been made.

MODIFICATION AND TERMINATION: This agreement may be modified by mutual consent.

ABSENCE OF THIRD-PARTY BENEFICIARY RIGHTS: The parties to this agreement do not intend to confer any rights on any third party as a beneficiary under this agreement.

ATTEST:

Lawrence County Auditor
Date: _____

Chair,

Business Manager, Spearfish Sch. Dist.
Date: _____

President, Spearfish School District

Business Manager, Lead-Deadwood
Sch. Dist.
Date: _____

President, Lead-Deadwood School District

Business Manager, Meade Sch. Dist.
Date: _____

President, Meade School District

Business Manager, Belle Fourche Sch. Dist.
Date: _____

President, Belle Fourche School District

City of Whitewood, Finance Officer
Date: _____

Mayor

City of Deadwood, Finance Officer
Date: _____

Mayor

City of Lead, Finance Officer
Date: _____

Mayor

City of Spearfish, Finance Officer
Date: _____

Mayor

Lead-Deadwood Sanitary District,
Secretary/Treasurer
Date: _____

President

Action 2024-205

Motion by Cooper, seconded by Wiege, to approve the purchase of a new 2024 Ford F350 Super Duty Diesel pickup for the public works department, from White's Canyon Ford. This would be on a five-year payment plan at 3.9% interest for 5 years. Roll call, Wiege yes, Fitzgerald no, Cooper yes, Davidson yes, Burke yes, Noren no. Motion carried.

Action 2024-206

Motion by Davidson, seconded by Fitzgerald, to approve a benefit auction, bingo, and 50/50 raffle at the I-Bar on December 14, 2024. All members present voting yes, motion carried.

Action 2024-207

Motion by Burke, seconded by Davidson, to approve closing Laurel and Meade Streets on December 21, 2024, from 4:30 -- 6:30 PM, for the Parade of Lights. All members present voting yes, motion carried.

There being no further business, the meeting was adjourned at 6:05 PM.

MITCHELL U. HARMON
Mayor

Attest:

CORY HECKENLAIBLE
Finance Officer

	Balance 10/31/2025	REVENUE	EXPENSES	Balance 11/30/2025
CASH COMPUTER				
GENERAL FUND	1,392,414.40	168,632.76	(111,447.56)	1,449,599.60
LIBRARY	67,051.20	6,740.78	(5,428.82)	68,363.16
3RD CENT SALES TAX	48,344.66	1,275.06	(236.67)	49,383.05
ADDITIONAL TAX FUND	55,395.30	240.00	0.00	55,635.30
DEBT SERVICE	47,289.49	864.07	0.00	48,153.56
TIFD FUND	10,383.21	70,432.42	(70,432.42)	10,383.21
ECONOMIC DEVELOPMENT	53,881.18	1,036.38	0.00	54,917.56
CAPITOL PROJECT	-1,474,385.12	0.00	(34,632.41)	(1,509,017.53)
WATER	140,825.07	20,377.17	(30,019.79)	131,182.45
SEWER	580,009.79	23,980.38	(12,774.78)	591,215.39
Total Cash Per Computer	\$921,209.18	\$293,579.02	(264,972.45)	\$949,815.75

CASH BANK				
HIGHMARK F.C.U. ST SWR	14,202.47			14,203.06
PIONEER SAVINGS WATER	48,782.81			48,798.85
PIONEER SAVINGS ST ASSESS	31,968.34			31,978.85
PIONEER SAVINGS TRUNK SEW	15,544.47			15,549.24
PIONEER REG SAVINGS	208.71			208.74
PIONEER OPERATING ACCT	550,446.08			574,993.58
LESS O/S CHECKS	(24,418.60)			(21,917.18)
PLUS DEP IN TRANSIT	540.46			1,931.43
NSF CHECKS	0.00			0.00
N.M. CHECKS CLEARED	1,197.71			429.89
Total Cash Per Bank	\$638,472.45			\$666,176.46

Investments		INTEREST	
LPL FINANCIAL	282,736.73		283,639.29
Total Investments	\$282,736.73	\$902.56	\$283,639.29
LOSS/GAIN		\$902.56	
Total Cash Per Bank	\$921,209.18		\$949,815.75

Petty Cash:				
LIBRARY	\$50.00			\$50.00
WATER	\$150.00			\$150.00
POLICE	\$100.00			\$100.00
Total Petty Cash	\$300.00			\$300.00