

AGENDA
REGULAR WHITEWOOD COUNCIL MEETING
August 3, 2026, 5:30 PM
CITY HALL

1. CALL THE MEETING TO ORDER.
2. ROLL CALL
3. APPROVE MINUTES from Regular Meeting on August 3, 2026.
4. APPROVE THE CLAIMS.
5. **PUBLIC HEARING-** THE 2027 BUDGET.
6. RESOLUTION 2026-03- A Resolution Setting the Fees for Contractors & Non-residents Using the City Brush Pile.
7. REVIEW 2025 WATER LOSS DETAILS.
8. MRAZ PROPERTY CONDEMNATION, QUOTE FOR ASBESTOS REMOVAL.
9. QUOTE FOR M365 BUSINESS PREMIUM SUBSCRIPTIONS.
10. AMENDMENT TO TASK ORDER NO. 14- WASTEWATER TREATMENT UPGRADE.
11. REVIEW MEMORANDUM REGARDING 3-MILE PLATTING JURISDICTION.
12. 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.
13. PUBLIC COMMENTS
14. EXECUTIVE SESSION FOR LEGAL MATTERS PURSUANT TO SDCL 1-25-2 (3).
15. NEXT REGULAR COUNCIL MEETING – *Tuesday*, September 8, 2026, at 5:30pm.
16. ADJOURN

REGULAR WHITEWOOD COUNCIL MEETING**August 3, 2026**

The Whitewood City Council met in regular session on Monday the 3rd of August 2026 at Whitewood City Hall. Mayor Sara Fitzgerald called the meeting to order at 5:30 pm, with Council members Jerry Davidson, Ken Noren, Shelbi Bulat, Darrell Smith, Jeremy Noren, and Roxie Cooper present. City Attorney Fitzgerald, Police Chief Bach, Public Works Werlinger and Finance Officer Heckenlaible were also present.

Action 2026-131

Motion by J. Noren, seconded by Bulat, to approve the minutes from the regular meeting on July 20, 2026, all members present voting yes, motion carried.

Action 2026-132

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

CLAIMS- August 3, 2026**ESTIMATED WAGES –AUGUST 2026 (2 pay periods)**

MAYOR	0.00
COUNCIL	2,700.00
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	4,320.00
POLICE OFFICER- Hebda	4,320.00
WASTE/WATER OPERATOR- DJ Werlinger	4,960.00
WASTE/WATER OPERATOR- Derek Daniels	4,640.00
WASTE/WATER OPERATOR- John Cooper	4,480.00
LIBRARIAN – Deb Terhue	2,147.20
LIBRARY ASST.- Donna Willson	648.00
LIBRARY ASST- Sandy Huffman	648.00
LIBRARY ASST.- Racine Morgan	238.88
LIBRARY ASST.- Olyn Smith	197.16
FINANCE OFFICER – Cory Heckenlaible	5,120.00
FINANCE & PW- Jessica Bestgen	4,160.00
TOTAL	\$48,999.24

GENERAL LEDGER

CITY OF WHITEWOOD- Take Deposit for Bill- Abraham/Tierney	200.00
KIM O'CONNOR- Refund Deposit	35.00
SD DEPT REVENUE- Garbage Sales Tax	418.17
SD RETIREMENT- Employee Retirement	6,143.58
TOTAL	\$6,796.75

GENERAL FUND

A&B BUSINESS SOLUTIONS- Police 171.37, City Hall 233.60	404.97
ALL NET CONNECTIONS- Police 45.75, City Hall 22.75, Server 211.00	279.50
AMAZON CAPITAL- City Hall 35.12, Hale Hall 46.44	81.56
AT&T	365.79

JOHNER GRAVEL- Base Course	7,260.65
JOHNER PAVING- Asphalt	218.25
LAWRENCE COUNTY- Police CentralSquare Fee	379.00
REPUBLIC NATIONAL- July Liquor	338.55
SD PUBLIC ASSURANCE ALLIANCE- Annual Insurance Renewal	21,181.12
SOUTHERN GLAZERS- July Liquor	3,196.26
WELLS FARGO- Safe Deposit Boxes	110.00
RUNNING'S- Streets	24.46
WELLS FARGO VISA- Vision 33.52, Mayors Cards 22.32, Shop 11.04	66.88
WASTE CONNECTIONS- Garbage Collection	6,928.48
LIGHTING MAINTENANCE- Exit Lights	58.52
JOHNSON SOUTH DAKOTA- July Liquor	28,454.11
TOTAL	\$69,348.10

LIBRARY

AMAZON CAPITAL	196.93
DEB TERHUNE	147.48
TOTAL	\$344.41

WATER/SEWER FUNDS

SD PUBLIC ASSURANCE ALLIANCE- Annual Insurance Renewal	17,417.49
WELLS FARGO VISA	76.90
WESTERN PEAKS LOGISTICS	17.94
TOTAL	\$17,512.33

AUTOMATIC PAYMENTS

USDA RURAL DEVELOPMENT- Water Project Loan	4,028.00
USDA RURAL DEVELOPMENT- Trunk Sewer Project	1,057.00
FORD CREDIT- Pickup Lease	1,237.44
EFTPS- Payroll Taxes 07/24/26	5,275.84
TOTAL	\$11,598.28

Action 2026-133

Motion by J. Noren, seconded by Bulat, to approve second reading of Ordinance 2026-03- An Ordinance Amending Title V, Chapter 53, Public Works, adding Brush Pile Restrictions. Roll call, all members present voting yes, motion carried.

Action 2026-134

Motion by J. Noren, seconded by Bulat, to table any action on adopting resolution 2026-03- A Resolution Setting the Fees for Contractors and Non-residents using the City Brush Pile, until the next regular meeting on August 17, 2027. All members present voting yes, motion carried.

Action 2026-135

Motion by Bulat, seconded by Davidson, to approve the second reading of Ordinance 2026-04- An Ordinance Amending Title III, Chapter 32, Historic Preservation Commission. Roll call, all members present voting yes, motion carried.

Action 2026-136

Motion by Bulat, seconded by J. Noren, to implement water restrictions effective immediately, even numbered addresses may only water on even numbered days and odd numbered addresses may only water on odd numbered

days, and watering may only be done from 6:00 PM until 8:00 AM. Roll call, all members present voting yes, motion carried.

Action 2026-137

Motion by J. Noren, seconded by Cooper, to implement a burn ban in city limits effective immediately, all open burning, campfires, charcoal grills, outdoor fireplaces and fireworks are prohibited. Roll call, all members present voting yes, motion carried.

Action 2026-138

Motion by Davidson, seconded by Cooper, to approve closing Meade Street from Laurel to Pine Street and lifting the open container ordinance for the same, August 29, 2026, from 3:00 PM to 11:30 PM, for the Whitewood Chamber End of Summer Block Party. Roll call, all members present voting yes, motion carried.

Action 2026-139

Motion by J. Noren, seconded by Bulat, to approve the reading and review of the Open Meeting Laws Brochure. All members present voting yes, motion carried.

Action 2026-140

Motion by J. Noren, seconded by Cooper, to adopt Resolution 2026-04- A Resolution Establishing a Moratorium for Data Centers. Roll call, all members voting no, motion failed.

Action 2026-141

Motion by J. Noren, seconded by Bulat, to have City Attorney Fitzgerald proceed with establishing a 3-Mile Platting Jurisdiction Policy Agreement with Lawrence County. Roll call, all members present voting yes, motion carried.

Action 2026-142

Motion by Bulat, seconded by K. Noren, to approve the two applications for abatement and/or refund of property taxes for the property at 667 Teton Way, as the property was valued with having a finished basement and garage, which it does not have. Total valuation to be abated is \$63,239.00. Roll call, Davidson yes, Bulat yes, Cooper yes, J. Noren yes, K. Noren no, Smith yes, motion carried.

Action 2026-143

Motion by J. Noren, second by Cooper, to enter into Executive Session for legal matters pursuant to SDCL 1-25-2 (3) at 6:11 PM. All members present voting yes, motion carried.

At 6:27 PM, Mayor Fitzgerald announced that Executive Session had ended.

There being no further business, the meeting was adjourned at 6:27 PM.

SARA J. FITZGERALD
Mayor

Attest:

CORY HECKENLAIBLE
Finance Officer

CLAIMS- AUGUST 17, 2026**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	78.00
TOTAL	\$9,673.13

GENERAL FUND

A&B BUSINESS SOLUTIONS- Police	59.99
A&J SUPPLY- Parks 491.84, Shop 28.96	520.80
ALL NET CONNECTIONS- Police Comp 1524.44, Backup 220.21, Police 182.00	1,926.65
AMAZON CAPITAL- Police	749.02
BH PIONEER	191.17
BH ENERGY-CH 163.41, HH 195.90, Police 299.80, Shop 193.77, Parks 159.95, Lights 1167.40	2,180.23
BUTTE ELECTRIC- Exit Lights	330.41
BJ'S COUNTRY STORE- Police Fuel	825.54
MONTANA DAKOTA- City Hall 20.44, Hale Hall 45.51, Shop 22.82, Police 20.44	109.21
RICHTERS TIRE & EXHAUST- Police	890.60
SONSET STATION- PW Fuel	173.26
SOUTHERN GLAZERS- August Liquor	1471.69
T&T SITEWORKS- Sand	1,160.00
TRUGREEN- Park Spraying	499.07
WESTERN STATIONERS- City Hall	109.90
GENASYS- Police Evertel Renewal	300.00
BLUEPEAK- Police 375.28, City Hall 452.52	827.80
TOTAL	\$12,325.34

LIBRARY

A&B BUSINESS SOLUTIONS	137.04
A&J SUPPLY	51.44
BLUEPEAK	207.18
AMAZON CAPITAL- Books & Supplies	503.63
BH ENERGY	195.90
MONTANA DAKOTA	20.44
RASMUSSEN MECHANICAL- A/C Repair	546.43
TOTAL	\$1,662.06

WATER/SEWER FUNDS

A&J SUPPLY	56.91
BH ENERGY	3,045.09
BUTTE ELECTRIC- Treatment Plant 2400.48, Booster 712.30	3,112.78
MONTANA DAKOTA- Booster 176.28, Well 4 54.70	230.98
SD ONE CALL	4.20
POSTMASTER	489.00
SONSET STATION- PW Fuel	173.29
USA BLUE BOOK	741.55
TOTAL	\$7,853.80

AUTOMATIC PAYMENTS

USDA RURAL DEVELOPMENT- Storm Sewer	1,226.50
USDA RURAL DEVELOPMENT- Laurel Stret Project	3,254.00
EFTPS- Payroll Taxes 08/07/26	5,560.40
TOTAL	\$10,040.90

RESOLUTION 2026-03

A RESOLUTION SETTING THE FEES FOR CONTRACTORS AND NON-RESIDENTS USING THE CITY BRUSH PILE.

BE IT RESOLVED by the Common Council of the City of Whitewood, Whitewood South Dakota, that

In accordance with Section 52.43 of the City of Whitewood Code of Ordinances, the fees for dumping at the City Brush Pile shall be the following:

Non-resident water bill account holders, one-time payment \$20.00 per year.
(Payable first of the year or thereafter and good through the end of the year.)

Non-resident and/or Contractors:

Standard pickup box \$50.00 per load.

Trailers less than 1 ton \$100.00 per load.

Trailers greater than 1 ton \$200.00 per load.

This resolution shall become effective immediately upon adoption.

Dated 17th day of August 2026.

CITY OF WHITEWOOD

BY: _____
Sara J. Fitzgerald, Mayor

ATTEST:

Cory Heckenlaible, Finance Officer

2025 WATER RESULTS

GALLONS PUMPED	61,271,000	
GALLONS BILLED ON WATER BILLS	32,861,000	
BULK WATER COIN MACHINE	256,740	
FIRE DEPT	173,672	
BULK WATER HYDRANT BILLING	<u>422,400</u>	
TOTAL GALLONS BILLED	33,713,812	
GALLONS UNACCOUNTED	27,557,188	44%

Memorial Park sprinkler system has 18 gallons per minute heads, 50 heads, would be 900 gallons per minute or 54,000 gallons per hour.



HORSLEY SPECIALTIES, INC.

Asbestos and Lead Abatement, Dust Containment, Flooring Removal,
Concrete Grinding & Polishing

Phone: 605-342-5634 / Fax: 605-342-9546

Please remit to:

Horsley Specialties, Inc.
P.O. Box 1277
Rapid City, SD 57709-1277

Proposal

To: City of Whitewood SD
John Fitzgerald

Date: 8/3/2026
Phone: 605-519-1118
Cell:
Email: john@cityofwhitewoodattorney.com
Project: 1216 Hook St., Whitewood SD

Remove and dispose of transite siding from house and a couple of pieces on the garage. Horsley will use drop cloths, hand tools and wet methods for removal. All waste will be disposed of at an EPA approved landfill.

Mob/Demob:	\$500.00
Waste:	\$500.00
Work:	<u>\$11,900.00</u>
TOTAL:	\$12,900.00

- *Proposal is subject to change due to any unforeseen circumstances.
- *Owner to provide power and water.
- *Horsley not responsible for moving anything or putback.
- *Horsley will run OSHA samples any others by owner.

WE HEREBY PROPOSE to furnish materials and labor in accordance with the above specifications for the sum(s) stated above.

Proposal Includes: Notification to all local, state, and federal agencies as required, required preliminary and final submittals, proof of disposal at an EPA approved landfill and \$1,000,000.00/9,000,000.00 Pollution Control Insurance.

Payment to be made as follows:

Upon Completion

MasterCard/Electronic Funds Transfer Payments Accepted

When paying invoices with a credit card, please add 3%

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. Horsley Specialties has ten million in asbestos and mold specific insurance as well as ACAC certified personnel.

Authorized Signature:

Name: Clint Harper

Title: Division Manager

May be withdrawn if not accepted within 7 days.

ACCEPTANCE OF ESTIMATE: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____

Signature: _____

Printed Name: _____

PO Box 27
Whitewood, SD 57793
www.anetconnect.com
605-269-4141



Tuesday, August 04, 2026

City of Whitewood
Cory Heckenlaible
1025 Meade Street
Whitewood, SD 57793
cory@cityofwhitewood.com

Dear Cory,

This quote is for (19) M365 Business Premium subscriptions that will replace the current M365 Business Standard with Defender subscriptions that will expire on 8/22/26. Let Bric know if you have any questions.

Thank you -

LeAnn Harlan
Office Manager
All Net Connections

PO Box 27
Whitewood, SD 57793
www.anetconnect.com
605-269-4141



Software

Item	Description	Price	Qty	Ext. Price
Microsoft 365 Bus Prem Ann	Microsoft 365 Business Premium - Monthly Microsoft 365 Business Premium - Annual	\$264.00	19	\$5,016.00

Subtotal: **\$5,016.00**

AMENDMENT TO TASK ORDER No. 14
Amendment No. 1

Effective Date of Task Order: **December 18, 2023**
Owner: **City of Whitewood**
Engineer: **Advanced Engineering and Environmental Services, LLC**
Specific Project: **Whitewood - Wastewater Treatment Upgrades**

Nature of Amendment:

- ☒ Additional Services to be performed by Engineer
- ☒ Modifications of payment to Engineer

Description of Modifications:

A. Engineer shall perform the following Additional Services:

- Guaranteed Maximum Price (GMP) Development and Bidding Support
- Construction Administration Services
- Construction Observation Services
- Construction Staking
- Testing Services Coordination
- Startup Commissioning and Support
- Project Closeout

a. Bidding/Proposal Phase (Exhibit A, Paragraph A1.04)

i. Phase 050 — GMP Development and Bidding Support

Task 1 – GMP Development and Bidding Support

The following services will be provided during the Construction Manager at Risk (CMAR) preconstruction and bidding phase:

- Project coordination with City and CMAR
- Bid package development support
- Bid opening coordination and attendance
- Addenda preparation and responses to bidder questions
- Subcontractor bid review and evaluation
- GMP development support and cost review
- GMP negotiation support

b. Construction Phase Services (Exhibit A, Paragraph A1.05)

- o Including Resident Project Representative (RPR) services (A1.05.A.2.) Exhibit D of the Agreement is expressly incorporated in this Amendment by reference.

i. Phase 060 — Construction Engineering Services

The following tasks will be completed during the construction phase of the Whitewood Wastewater Treatment Facility (WWTF) Improvements project. The anticipated construction duration is approximately 24 months.

Task 1 – Construction Administration (CA)

Engineer will provide construction administration services to support the Owner during construction. Services include:

- Review of shop drawings, product data, and samples for conformance with Contract Documents
- Review and response to Requests for Information (RFIs)
- Lead and facilitate bi-weekly construction progress meetings
- Prepare and distribute meeting agendas and minutes
- Track action items and project decisions
- Preparation and review of change orders and work change directives
- Review of contractor pay application requests and provide recommendations for payment
- Coordination with CMAR, Owner, and regulatory agencies as needed
- Maintain project records including submittals, RFIs, and change orders
- Assist with interpretation of plans and specifications

Task 2 – Construction Observation (RPR Services)

Engineer will provide a Resident Project Representative (RPR) to observe construction activities and document progress.

- Periodic site visits to observe work for general conformance with Contract Documents
- Documentation of construction activities through daily reports and photo logs
- Coordination with contractor regarding observed issues or deficiencies
- Monitoring of construction schedule and progress
- Attendance at key construction activities (major concrete pours, equipment installation, startup)
- Support substantial and final completion inspections

Task 3 – Construction Staking

Engineer will provide construction-staking services.

- Provide construction staking required for installation of improvements in accordance with the Contract Documents
- Establish horizontal and vertical control based on project benchmarks
- Provide layout for major structures, pipelines, and site improvements
- Coordinate staking activities with the Contractor to support construction sequence
- Respond to staking-related questions and provide clarification as needed
- Scope includes eight (8) trips onsite for four (4) hours each

Task 4 – Testing Services Coordination

Engineer will assist the Owner with coordination and oversight of construction-related testing services.

- Coordinate with Owner and third-party testing agencies (materials testing, geotechnical, compaction, concrete, etc.)
- Review testing reports for general conformance with Contract Documents
- Track testing results and notify Owner of non-conforming results
- Coordinate re-testing as needed based on results
- Provide clarification of testing requirements to Contractor and testing agency

Task 5 – Startup and Commissioning Support

- Coordinate and attend equipment startup and testing activities
- Assist with process optimization during initial operation
- Review startup procedures and contractor testing results
- Coordinate with equipment suppliers and contractor

Post-Construction Phase (Exhibit A, Paragraph A1.06)

Task 6 – Project Closeout

- Conduct substantial and final completion walkthroughs
- Review punch list items and verify completion
- Review and compile record drawings (based on contractor redlines)
- Assist Owner with project closeout documentation
- Support CDBG and SRF closeout requirements

c. Assumptions and Exclusions:

- Services are based on CMAR project delivery.
- RPR is not full-time onsite for the entire period of construction.
- Specialized testing (materials testing, geotechnical, etc.) by others unless noted.
- Additional services (claims support, extended construction, etc.) are not included.
- Fee assumes a single continuous construction period not exceeding 24 months from notice to proceed through final completion.
- Progress meetings are virtual unless coordinated with an otherwise scheduled site visit.
- Construction staking assumes four onsite trips by a two-person survey crew, with up to four hours onsite per trip.
- The CMAR will be responsible for implementing, documenting, and certifying compliance with applicable construction-related funding requirements, including BABA/AIS, Davis-Bacon, Section 3, and MBE/DBE requirements. Engineer will provide reasonable coordination and technical assistance but will not be responsible for maintaining contractor records, auditing compliance, verifying documentation prepared by others, or certifying the CMAR's compliance.

- Startup and commissioning services assume an initial equipment startup period followed by up to 60 days of process optimization and operational support. Services include up to two onsite trips totaling three onsite days, with additional support provided remotely. Extended startup support, repeat startup caused by contractor or equipment issues, and support beyond 60 days will be considered additional services.
 - Record drawings will be prepared from contractor/CMAR redlines and field information and are not independently surveyed or certified by Engineer.
 - One warranty inspection is included near the end of the one-year correction period.
 - Subcontractor solicitation, bid tabulation, scope leveling and preparation of the final GMP are primarily the CMAR's responsibility; Engineer provides technical review and recommendations.
 - The CMAR will be responsible for construction sequencing, temporary treatment and bypass operations, and maintaining the existing facilities in operation during construction. Engineer will provide design interpretation and periodic observation but will not be responsible for the CMAR's means, methods, sequencing, or temporary operations.
 - Mechanical and architectural construction-phase services will be provided on an as-needed basis for submittal review, responses to technical questions, limited site observation, and closeout support related to their respective disciplines. Services are limited to the allowances included in the fee and do not include continuous observation or redesign.
 - Specialized testing services will be contracted and paid for directly by the Owner. Engineer's services are limited to coordinating testing activities, reviewing test reports for general conformance with the Contract Documents, and notifying the Owner and CMAR of identified nonconforming results.
 - Fee assumes up to 40 virtual progress meetings, generally one hour each, with one Engineer project manager and one supporting engineer attending as needed. Agenda and meeting-minute preparation are included.
 - RPR services are budgeted at approximately 600 hours over the anticipated 24-month construction period. RPR services will be periodic and targeted to active and critical construction activities and will not provide continuous or full-time observation. The frequency and duration of visits will vary based on the Contractor's schedule.
 - Any re-staking due to contractor error or disturbance of control will be considered additional services.
 - Fees are estimates based on the stated assumptions and anticipated level of effort. With Owner authorization, budget may be reallocated among construction-phase tasks provided the total authorized fee is not exceeded.
- d. For the Additional Services set forth above, Owner shall pay Engineer the following additional compensation on an hourly basis in accordance with Engineers current Hourly Fee Schedule attached hereto, not to exceed \$429,000.00 without written authorization from Owner, plus reimbursement for all project related expenses.

Fee Summary

Phase and Services	Amount	Basis of Compensation
Phase 050: GMP Development and Bidding Support		
Task 1: GMP Development and Bidding Support	\$34,000	Hourly
Phase 060: Construction Engineering Services		
Task 1: Construction Administration	\$126,000	Hourly
Task 2: Construction Observation (RPR Services)	\$157,000	Hourly
Task 3: Construction Staking	\$16,000	Hourly
Task 4: Testing Services Coordination	\$4,000	Hourly
Task 5: Startup and Commissioning Support	\$40,000	Hourly
Task 6: Project Closeout	\$52,000	Hourly
Total	\$429,000	Hourly

Agreement Summary:

Original agreement amount:	\$ 353,000.00
Net change for prior amendments:	\$ 0.00
This amendment amount:	\$ 429,000.00
Adjusted Agreement amount:	\$ 782,000.00

The foregoing Task Order Summary is for reference only and does not alter the terms of the Task Order, including those set forth in Article 4 of the Agreement.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Task Order not modified by this or previous Amendments remain in effect.

The Effective Date of this Amendment is July 30th, 2026.

OWNER:

City of Whitewood

By:

Date:

Name: Sarah Fitzgerald
Title: Mayor

ENGINEER:

Advanced Engineering and Environmental Services,
LLC

By: Brian R. Bergantine
Brian R. Bergantine (Aug 6, 2026 12:31:18 CDT)

Date: Aug 6, 2026

Name: Brian R. Bergantine
Title: Project Quality Director

ADVANCED ENGINEERING AND ENVIRONMENTAL SERVICES, LLC

2026 HOURLY FEE AND EXPENSE SCHEDULE

Labor Rates*

Administrative 1	\$73.00	I&C Assistant 1	\$112.00
Administrative 2	\$88.00	I&C Assistant 2	\$139.00
Administrative 3	\$103.00	I&C 1	\$166.00
		I&C 2	\$196.00
Communications Specialist 1	\$117.00	I&C 3	\$221.00
Communications Specialist 2	\$137.00	I&C 4	\$234.00
Communications Specialist 3	\$158.00	I&C 5	\$246.00
Communications Specialist 4	\$190.00		
Communications Specialist 5	\$210.00	IT 1	\$145.00
		IT 2	\$196.00
Construction Services 1	\$140.00	IT 3	\$241.00
Construction Services 2	\$171.00		
Construction Services 3	\$190.00	Land Surveyor Assistant	\$107.00
Construction Services 4	\$211.00	Land Surveyor 1	\$129.00
Construction Services 5	\$232.00	Land Surveyor 2	\$156.00
		Land Surveyor 3	\$175.00
Engineering Assistant 1	\$94.00	Land Surveyor 4	\$193.00
Engineering Assistant 2	\$111.00	Land Surveyor 5	\$213.00
Engineering Assistant 3	\$140.00		
Engineer 1	\$152.00	Operations Specialist 1	\$112.00
Engineer 2	\$182.00	Operations Specialist 2	\$140.00
Engineer 3	\$213.00	Operations Specialist 3	\$173.00
Engineer 4	\$246.00	Operations Specialist 4	\$198.00
Engineer 5	\$264.00	Operations Specialist 5	\$222.00
Engineer 6	\$279.00		
		Project Coordinator 1	\$130.00
Engineering Technician 1	\$93.00	Project Coordinator 2	\$145.00
Engineering Technician 2	\$117.00	Project Coordinator 3	\$162.00
Engineering Technician 3	\$141.00	Project Coordinator 4	\$178.00
Engineering Technician 4	\$158.00	Project Coordinator 5	\$201.00
Engineering Technician 5	\$181.00		
		Project Manager 1	\$229.00
Financial Analyst 1	\$126.00	Project Manager 2	\$251.00
Financial Analyst 2	\$142.00	Project Manager 3	\$269.00
Financial Analyst 3	\$171.00	Project Manager 4	\$284.00
Financial Analyst 4	\$187.00	Project Manager 5	\$303.00
Financial Analyst 5	\$209.00	Project Manager 6	\$317.00
GIS Specialist 1	\$117.00	Sr. Designer 1	\$199.00
GIS Specialist 2	\$142.00	Sr. Designer 2	\$221.00
GIS Specialist 3	\$168.00	Sr. Designer 3	\$238.00
GIS Specialist 4	\$188.00		
GIS Specialist 5	\$210.00	Sr. Financial Analyst 1	\$236.00
		Sr. Financial Analyst 2	\$257.00
		Sr. Financial Analyst 3	\$279.00
		Technical Expert 1	\$361.00
		Technical Expert 2	Negotiable

Reimbursable Expense Rates

Transportation	\$0.83/mile
Survey Vehicle	\$1.05/mile
Laser Printouts/Photocopies	\$0.30/copy
Plotter Printouts	\$1.00/s.f.
UAS - Photo/Video Grade	\$100.00/day
UAS/USV – Survey	\$50.00/hour
Total Station – Robotic	\$35.00/hour
Mapping GPS	\$60.00/day
Fast Static/RTK GPS	\$50.00/hour
All-Terrain Vehicle/Boat	\$100.00/day
Cellular Modem	\$75.00/month
Web Hosting	\$26.00/month
Legal Services Reimbursement	\$302.00/hour
Outside Services	cost * 1.15
Geotechnical Services	cost * 1.30
Out of Pocket Expenses	cost * 1.15
Rental Car	cost * 1.20
Project Specific Equipment	Negotiable

* Position titles are for labor rate grade purposes only.

These rates are subject to adjustment each year on January 1.

Cory Heckenlaible

From: Mike Saunders <Mike.Saunders@AE2S.com>
Sent: Tuesday, August 11, 2026 9:23 AM
To: Cory Heckenlaible; Trent Walters
Cc: DJ Werlinger; Joe Noble
Subject: RE: Whitewood WWTF Improvements Construction Services Agreement

Yep, its part of the over project cost and funding through SRF and CDBG.

An additional cost will be testing services which we will help coordinate the contract with the City, which is also included in the overall project cost.

Thanks,

 **Mike Saunders, PE**
Project Manager I

From: Cory Heckenlaible <Cory@cityofwhitewood.com>
Sent: Tuesday, August 11, 2026 8:38 AM
To: Trent Walters <Trent.Walters@AE2S.com>
Cc: DJ Werlinger <dj@cityofwhitewood.com>; Mike Saunders <Mike.Saunders@AE2S.com>; Joe Noble <joe.noble@ae2s.com>
Subject: RE: Whitewood WWTF Improvements Construction Services Agreement

Thank you, I will have this on the agenda for the August 17th meeting. I know they will ask, but this cost is part of the overall project cost correct?

Cory C. Heckenlaible

Finance Officer
City of Whitewood

From: Trent Walters <Trent.Walters@AE2S.com>
Sent: Tuesday, August 11, 2026 7:59 AM
To: Cory Heckenlaible <Cory@cityofwhitewood.com>
Cc: DJ Werlinger <DJ@cityofwhitewood.com>; Mike Saunders <Mike.Saunders@AE2S.com>; Joe Noble <joe.noble@ae2s.com>
Subject: Whitewood WWTF Improvements Construction Services Agreement

Cory,

Attached is the proposed Amendment No. 1 to Task Order No. 14 for AE2S construction services associated with the Whitewood Wastewater Treatment Facility Improvements project. The agreement is ready for the City's review and signature.

Please let me know if you have any questions.

MEMORANDUM

RE: 3-Mile Platting Jurisdiction
TO: WHITEWOOD CITY COUNCIL
FROM: JOHN M. FITZGERALD
DATE: August 12, 2026

1. Whitewood and Lawrence County 3-Mile Platting Jurisdiction Policy Agreement

TASK: At the regular meeting on August 3rd, 2026, a three page unsigned document was presented to the City Attorney for follow up. The document was titled 3-Mile Platting Jurisdiction Policy Agreement.

CONCLUSION: Lawrence County and Whitewood never executed the proposed 3-Mile Platting Jurisdiction Agreement. **TIMELINE:** **January 5, 2010**, the issue was brought up at the Lawrence County Commission. **March 30, 2010:** Sturgis attempted to unilaterally enact a 3-Mile E.T.J.¹ **May 11, 2010** Whitewood states to the commission that it wants Lawrence County to do platting but that it wants to be notified and allowed to comment. Lawrence County approves meeting with Whitewood.² **May 25, 2010:** Sturgis' proposal is sent back by the commission in order for it to be amended on the part that overlaps Whitewood's (proposed) ETJ.³

¹ Bruce Outka stated currently the County's position is that the City of Sturgis has not perfected their three mile area and the City of Sturgis has been informed of this conclusion. Outka stated the City of Sturgis is not in agreement with the County's position. Discussion followed on the procedures the City of Sturgis used to enact the 3-mile jurisdiction. The Board addressed public hearings, public input, and the specific set of rules needed for the 3-mile jurisdiction. The Board discussed asking the City to resend their decision and start the process over with both entities working together. Marty O'Dea questioned if this would affect the City of Whitewood as they now have a plan in place.

² Bruce Outka stated currently the County's position is that the City of Sturgis has not perfected their three mile area and the City of Sturgis has been informed of this conclusion. Outka stated the City of Sturgis is not in agreement with the County's position. Discussion followed on the procedures the City of Sturgis used to enact the 3-mile jurisdiction. The Board addressed public hearings, public input, and the specific set of rules needed for the 3-mile jurisdiction. The Board discussed asking the City to resend their decision and start the process over with both entities working together. Marty O'Dea questioned if this would affect the City of Whitewood as they now have a plan in place.

³Moved-Seconded (Johnson-Weisenberg) to authorize staff to prepare and re-submit to the City of Sturgis the original written proposal, together with the attached area map, previously approved by the County which would purport to limit the area of the City's extra-territorial jurisdiction to the area south of I-90 along the Whitewood Service Road and would also exclude property owned by the USFS and the Apple Springs Subdivision. This authorization would also allow Commissioners Thompson and Johnson and County staff to meet with City officials to discuss the re-submitted proposal. The map included with the proposal shall be amended to reflect the area encompassed by the City of Whitewood's 3 mile extra-territorial jurisdiction as it abuts the proposed extra-territorial area of the City of Sturgis. The written proposal shall be sent to the City attorney, the Mayor and those on the City Council. Motion Carried

EXPLANATION OF ETJ:

1. What is an ETJ? Extraterritorial Jurisdiction is the legal authority of a municipality to regulate planning, zoning, and land subdivision outside its official corporate city limits to ensure orderly growth. **The 3-Mile Limit:** For municipalities with a population of 2,500 or more, this jurisdiction extends up to three miles beyond city borders (SDCL 11-6-26). **The 1-Mile Limit:** For smaller municipalities with a population under 2,500, the jurisdiction extends one mile beyond city borders (SDCL 11-6-26). Whitewood was allowed to pursue a three mile agreement based on the comprehensive growth plan it had in place.

2. A City Cannot Force It Unilaterally: A city cannot force its zoning and subdivision laws upon county land without the county's explicit cooperation and consent. **Mandatory Joint Action:** To enforce zoning regulations within the extraterritorial area, the city and the county must form a joint planning commission, hold joint public hearings, and both legislative bodies must formally adopt matching ordinances (SDCL 11-6-12.1). **Without Coordinated Process, It is Void:** If a city attempts to mandate its comprehensive rules onto county land without executing the statutory joint hearings and coordinated county map approvals, the regulations are legally considered null and void (SDCL 11-6-27). **Overlapping Cities Rule:** If two cities' ETJ boundaries overlap (such as Whitewood and Sturgis), neither city can claim the territory by force. The jurisdiction splits perfectly at an equidistant line unless both city councils mutually vote to alter it (SDCL 11-6-26(6)).

3. Benefits of an ETJ Controlled Municipal Growth: Allows the city to ensure that rural roads, utility corridors, and lot sizes directly match city infrastructure plans for eventual annexation (SDCL 11-6-2). **Prevention of Conflicting Uses:** Prevents undesirable commercial or industrial operations from setting up right along the city's entryway gates (SDCL 11-6-12.1). **Contract Flexibility:** Cities and counties can craft "Intergovernmental Agreements" to split duties such as letting the county logistically process plats while giving the city a formal notification and comment layout (SDCL 1-24-2).

4. Burdens of an ETJ No Taxation Without Annexation: The city must expend resources monitoring and regulating the ETJ area, but it cannot collect municipal property taxes from those landowners until the land is fully annexed (SDCL 9-4-1). **Administrative Strain:** Processing building permits, zoning variances, and code enforcement outside city limits strains municipal planning staff.

End.

FINANCIAL STATEMENT

July 31, 2026

	Balance 6/30/2026	REVENUE	EXPENSES	Balance 7/31/2026
<u>CASH COMPUTER</u>				
GENERAL FUND	1,409,094.14	104,932.99	108,769.78	1,405,257.35
LIBRARY	92,389.19	172.04	6,988.26	85,572.97
3RD CENT SALES TAX	56,260.95	3,564.24	360.20	59,464.99
ADDITIONAL TAX FUND	69,115.30	240.00	0.00	69,355.30
DEBT SERVICE	29,798.11	0.00	0.00	29,798.11
TIFD FUND	15,021.80	1,095.18	5,743.77	10,373.21
ECONOMIC DEVELOPMENT	62,172.22	1,036.38	0.00	63,208.60
CAPITOL PROJECT	(1,555,370.60)	0.00	0.00	(1,555,370.60)
WATER	120,717.02	34,500.52	20,884.05	134,333.49
SEWER	720,156.96	40,413.82	12,156.80	748,413.98
Total Cash Per Computer	1,019,355.09	185,955.17	154,902.86	1,050,407.40

<u>CASH BANK</u>				
HIGHMARK F.C.U. ST SWR	14,207.23			14,207.84
PIONEER SAVINGS WATER	48,908.85			48,924.43
PIONEER SAVINGS ST ASSESS	32,050.94			32,061.15
PIONEER SAVINGS TRUNK SEW	15,582.01			15,586.64
PIONEER REG SAVINGS	208.91			244.11
PIONEER OPERATING ACCT	618,230.55			664,266.37
LESS O/S CHECKS	(4,640.59)			(25,853.18)
PLUS DEP IN TRANSIT	5,463.07			11,169.03
NSF CHECKS	69.00			-226.97
N.M. CHECKS CLEARED	42.85			47.51
Total Cash Per Bank	\$730,122.82			\$760,426.93

Investments		<u>INTEREST</u>	
LPL FINANCIAL	289,232.27		289,980.47
Total Investments	\$289,232.27	\$748.20	\$289,980.47
LOSS/GAIN		\$748.20	
Total Cash Per Bank	\$1,019,355.09		\$1,050,407.40

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