

AGENDA
REGULAR WHITEWOOD COUNCIL MEETING
May 19, 2025, 5:30 PM
CITY HALL

1. CALL THE MEETING TO ORDER.
2. ROLL CALL
3. APPROVE MINUTES from Regular Meeting on May 5, 2025.
4. APPROVE THE CLAIMS.
5. MRAZ PROPERTY PRESCRIBED BURN.
6. WW CHAMBER OF COMMERCE FUNDING REQUEST.
7. MULTIFAMILY HOUSING LOAN GUARANTEES.
8. LIBRARY DOOR PROJECT APPROVAL (GRANT).
9. ANNEXATION.
10. NOISE ORDINANCE.
11. CITY OWNED VEHICLE POLICY.
12. QUOTE FOR TREATMENT PLANT CELLS MAINTENANCE.
13. APPROVE RENEWING THE FOLLOWING LIQUOR OPERATING AGREEMENTS:
 - Bullwackers Saloon & Steakhouse, LLC. (Off-Sale Liquor Store)
 - Bullwackers Saloon & Steakhouse, LLC (On-Sale Bar/Lounge)
 - FMB Enterprises, LLC (On-Sale Bar/Lounge)
 - The Hideaway, LLC (On-Sale Bar/Lounge)
 - Stern Oil Company, Inc. (Off-Sale Liquor Store)
 - Dvorak Convenience Stores, Inc. (Off-Sale Liquor Store)
 - +
14. 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.
15. PUBLIC COMMENTS
16. NEXT REGULAR COUNCIL MEETING- Monday, June 2, 2025, at 5:30pm
17. ORIENTATION.
18. ADJOURN

REGULAR WHITEWOOD COUNCIL MEETING**May 5, 2025**

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

The 8-10 Club Community Club was in attendance to present their annual \$1,000 scholarships. This year's recipients were Grace Hill, Bennett Gordon, and Liberty Herweh. Congratulations to those three.

Action 2025-061

Motion by Noren, seconded by Davidson, to approve the minutes from the regular meeting on April 21, 2025, with amendment. All members present voting yes, motion carried.

Action 2025-062

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

CLAIMS-May 5, 2025**ESTIMATED WAGES –MAY 2025**

MAYOR	550.00
COUNCIL	2,250.00
CITY ATTORNEY	1,000.00
BUILDING INSPECTOR	300.00
CHIEF OF POLICE- Josh Bach	6,518.40
POLICE OFFICER- Anthony Spencer	5,464.80
POLICE OFFICER- Greg Meyer	6,477.60
BUILDING OFFICAL- Jim Smit	2,366.10
WASTE/WATER OPERATOR- DJ Werlinger	5,865.60
WASTE/WATER OPERATOR- Derek Daniels	5,736.00
WASTE/WATER OPERATOR- John Cooper	5,426.40
LIBRARIAN – Deb Terhue	3,459.84
LIBRARY ASST.- Donna Willson	729.00
LIBRARY ASST- Racine Morgan	729.00
LIBRARY ASST.- Olyn Smith	358.32
FINANCE OFFICER – Cory Heckenlaible	6,451.20
FINANCE & PW- Jessica Bestgen	3,917.55
TOTAL	\$57,599.81

GENERAL LEDGER

SD DEPT REVENUE & REGULATION- Garbage Tax	388.53
SD RETIREMENT- Employee Retirement	4,867.83
TOTAL	\$5,256.36

GENERAL FUND

WASTE CONNECTIONS- Garbage Collection	6,445.33
A&B BUSINESS SOLUTIONS- Police 162.61, City Hall 256.66	419.27
A&J CLOTHING-PW Uniforms	343.98
ALL NET CONNECTIONS- Police 91.00, Backup 217.79	308.79

AT&T	391.11
RUNNINGS SUPPLY- Parks	74.93
CHAIN SAW CENTER- Parks	32.99
FOOTHILLS SEED- Parks	187.25
LIGHTING MAINTENANCE- Exit Lights	58.52
MOTOROLA- Police Video Manager Annual License	2,437.50
RASMUSSEN MECHANICAL- Shop Water Heater	299.84
SD GOV FINANCE OFFICER ASSN- School	75.00
SD GOV HUMAN RESOURCE ASSN- School	50.00
SOUTHERN GLAZERS- April Liquor	1,672.59
STURGIS TIRE PROS- Police	60.45
SUMMIT SIGNS- Streets	50.00
WAL-MART	3.20
WELLS FARGO VISA- Police 24.98, CH 62.33, Cncl 91.67, Election 78.28, Vision 56.84	314.10
WESTERN COMMUNICATIONS- City Hall	15.98
JOHNSON SOUTH DAKOTA- April Liquor	10,062.65
WELLS PLUMBING- Parks	66.93
A&J SLUPPLY- Police 5.99, Parks 36.67, Streets 155.48, Shop 86.53	284.67
REPUBLIC NATIONAL- April Liquor	2,476.02
BJ'S COUNTRY STORE- City Hall 16.45, Police Fuel 667.37	683.82
TOTAL	\$26,814.92

LIBRARY

ALL NET CONNECTIONS	43.42
AMAZON CAPITAL	140.74
BH LIBRARY CONSORTIUM	2.54
DEB TERHUNE- Supplies	139.10
TOTAL	\$325.80

WATER/SEWER FUNDS

CLARK PRINTING- Receipt Cards	60.00
MONTANA DAKOTA- Generator Billing Error	520.39
POSTMASTER	280.00
WELLS FARGO VISA	315.44
WELLS PLUMBING- Parts	524.75
RITEWAY BUSINESS FORMS- Water Bills	460.80
A&J SUPPLY	17.59
RAPID DELIVERY	52.33
BJ'S COUNTRY STORE- PW Fuel	166.13
TOTAL	\$2,397.43

AUTOMATIC PAYMENTS

USDA RURAL DEVELOPMENT- Water Project Loan	4,028.00
USDA RURAL DEVELOPMENT- Trunk Sewer Project	1,057.00
EFTPS- Payroll Taxes 05/02/25	5,467.87
TOTAL	\$10,552.87

Action 2025-063

Motion by Davidson, seconded by Fitzgerald, to adjourn the meeting at 5:40 PM. All members present voting yes, motion carried.

City Attorney Fitzgerald gave the oath of office to the new council members, Shelbi Bulat, Raymond Huseby and Jerry Davidson.

The new Whitewood City Council met in regular session on Monday the 5th of May 2025 at City Hall. Mayor Mitch Harmon called the meeting to order at 5:45 pm, with Council members Roxie Cooper, Jerry Davidson, Jeremy Noren, Shelbi Bulat, Ray Huseby, and Sara Fitzgerald present. City Attorney Fitzgerald, Police Chief Bach, Building Official Smit, Public Works Werlinger and Finance Officer Heckenlaible were also present.

Action 2025-064

Motion by Cooper, seconded by Noren, to approve the 2025-2026 Mayoral appointments as follows: All members present voting yes, motion carried.

2025-2026 MAYORAL APPOINTMENTS

PLANNING & ZONING COMMISSION: Irv Stone, Rob Oviatt, Shane Garry, David Morgan, Mike Day

STREET COMMISSION: Roxie Cooper, Jerry Davidson

WATER/WASTEWATER COMMISSION: Sara Fitzgerald, Ray Huseby

PARKS & RECREATION COMMISSION: Roxie Cooper, Shelbi Bulat

FINANCE COMMISSION: Jeremy Noren, Shelbi Bulat

LIQUOR COMMISSION: Sara Fitzgerald, Jeremy Noren

POLICE COMMISSION: Roxie Cooper, Jerry Davidson

PUBLIC WORKS COMMISSION: Shelbi Bulat, Jerry Davidson

AMERICANS WITH DISABILITIES COMMISSION: Mayor & Council

ECONOMIC DEVELOPMENT: Bob Haiwick,

FIRE DEPARTMENT COMMITTEE: Jerry Davidson

RAILROAD AUTHORITY: Gerald Frame

EMERGENCY PREPAREDNESS COORDINATOR: Police Chief, Public Works Director

FREEHOLD APPRAISERS: Dan Schmidt, Bob Haiwick, Travis Barker

LIBRARY BOARD: Shelbi Bulat

Action 2025-065

Motion by Cooper, to nominate Noren as President of the Council, motion by Noren to nominate Fitzgerald as President of the Council. Nomination ceased. Ballots were cast for President of the Council. With 3 votes for Noren and 3 votes for Fitzgerald, Mayor Harmon broke the tie and declared Noren as President of the Council. All members present voting yes, motion carried.

Action 2025-066

Motion by Huseby, to nominate Cooper as Vice-President of the Council, Motion by Noren, to nominate Fitzgerald as Vice-President of the Council. Nominations ceased. Ballots were cast for Vice-President of the Council. With the majority of the votes, Fitzgerald was declared the Vice-President of the Council. All members present voting yes, motion carried.

Action 2025-067

Motion by Davidson, seconded by Noren, to approve the mayor's appointment of Jim Smit as the City Building Official, and John Fitzgerald as the City Attorney. All members present voting yes, motion carried.

Action 2025-068

Motion by Noren, seconded by Davidson, to approve a \$100,000 Economic Development loan to Whitewood Creek Chiropractic for a term of 10 years with an interest rate of 4.5%, with the stipulation that their current loan with the city be paid in full, and the agreement be drawn up by City Attorney Fitzgerald. Roll call, all members present voting yes, motion carried.

Deb Phillips, representing P.I.E., Inc., was present to voice her concern about access to their property besides the Railroad right-of-way. If the railroad decided to close that portion of the right-of-way there would be no access, She was advised to contact the railroad about the issue and look at ways to make access off the service road. No action was taken.

Action 2025-069

Motion by Noren, seconded by Noren, to approve the cost share with the Whitewood Chamber of Commerce and the 8-10 Club to purchase 120 folding chairs for Hale Hall. The city's share will be \$1,000.10. Roll call, Davidson yes, Bulat yes, Cooper yes, Huseby abstaining, Fitzgerald abstaining, Noren yes. Motion carried.

Action 2025-070

Motion by Davidson, seconded by Noren, to approve the special event liquor license for the Iron Horse Inn, June 28, 2025, at Arehardt's Rods and Restoration, for the car show. All members present voting yes, motion carried.

Action 2025-071

Motion by Noren, seconded by Cooper, to approve the final plat for Lot B1, in Lot 4, Block 1. All members present voting yes, motion carried.

Action 2025-072

Motion by Davidson, seconded by Fitzgerald, to approve a 160-hour sick leave donation to Sargent Meyer. Bach, Heckenlaible, Daniels and Smit donating 40-hours each. All members present voting yes, motion carried.

Action 2025-073

Motion by Fitzgerald, seconded by Davidson, to approve the \$1,960 quote from Motorola Solutions for 4 police wifi docks for vehicles. Roll call, all members present voting yes, motion carried.

Action 2025-074

Motion by Noren, seconded by Fitzgerald, to not approve the quote for security cameras at the booster station, and get a few more quotes, and investigate more options. All members present voting yes, motion carried.

There being no further business, the meeting was adjourned at 6:22 PM.

MITCHELL U. HARMON
Mayor

Attest:

CORY HECKENLAIBLE
Finance Officer

CLAIMS- MAY 19, 2025**GENERAL LEDGER**

DELTA DENTAL- Employee Dental Insurance	537.00
HEALTH POOL OF SD- Employee Health Insurance	8,188.53
UNITED HEALTH CARE- Employee Life Insurance	58.80
CITY OF WHITEWOOD- Take Deposit for Bill- Kudlock	100.00
TOTAL	\$8,884.33

GENERAL FUND

A&B BUSINESS SOLTUIONS- Police	59.99
ACE SERVICES- Asbestos Inspection	740.00
ALL NET CONNECTIONS- Police	22.75
AMAZON CAPITAL- Parks 382.13, Shop 121.57, Police 164.72	668.42
BH ENERGY-HH 165.52,CH 95.27,Shop 206.99,Police 177.11,Parks 165.87,Lights 1073.90	1,884.66
BLUEPEAK- Police 371.54, City Hall 469.45	840.99
BUTTE ELECTRIC- Exit Lights	415.17
JIM SMIT- Refund Park Supplies	23.23
JUNEKS- BI Pickup Repairs	263.00
MONTANA DAKOTA- City Hall 64.00, Hale Hall 122.60, Shop 94.25, Police 82.90	363.75
REPUBLIC NATIONAL- May Liquor	1,039.00
SONSET STATION- PW Fuel	110.62
SOUTHERN GLAZERS- May Liquor	826.61
SPEARFISH AUTO- Streets	104.46
TRUGREEN- Park Spraying	1,094.03
LEAD-DEADWOOD SCHOOL DIST.- 2025 Election Publications	39.75
SUNDANCE STATE BANK- Riley TIFD	53,672.34
TOTAL	\$62,168.77

LIBRARY

A&B BUSINESS SOLUTIONS	138.68
AMAZON CAPITAL	499.72
BH ENERGY	106.52
BLUEPEAK	206.02
MONTANA DAKOTA	26.82
TOTAL	\$977.76

WATER/SEWER FUNDS

AMAZON CAPITAL- Water 419.97, Sewer 127.03	547.00
BH ENERGY	1,903.01
BUTTE ELECTRIC- Treatment Plant 1759.30, Booster Pump 307.90	2,067.20
DANS DUMPSTERS	100.00
MIDCONTINENT TESTING LABS	926.75
MONTANA DAKOTA- Generator	58.78
ONE CALL	14.70
SONSET STATION- PW Fuel	110.65
USA BLUE BOOK	279.00
HEATON DRILLING- Well 4 Pump	61,136.03
TOTAL	\$67,143.12

AUTOMATIC PAYMENTS

USDA RURAL DEVELOPMENT- Storm Sewer	1,226.50
USDA RURAL DEVELOPMENT- Laurel Stret Project	3,254.00
EFTPS- Payroll Taxes 05/16/25	5,063.45
TOTAL	\$9,543.95

DATE: May 7, 2025
INVOICE # 1031
FOR: 1216 Hooker St.
Whitewood, SD 57793

Attn: Jim Smit
City of Whitewood
1025 Meade Street,
Whitewood, SD 57793

Purchase Order # N/A

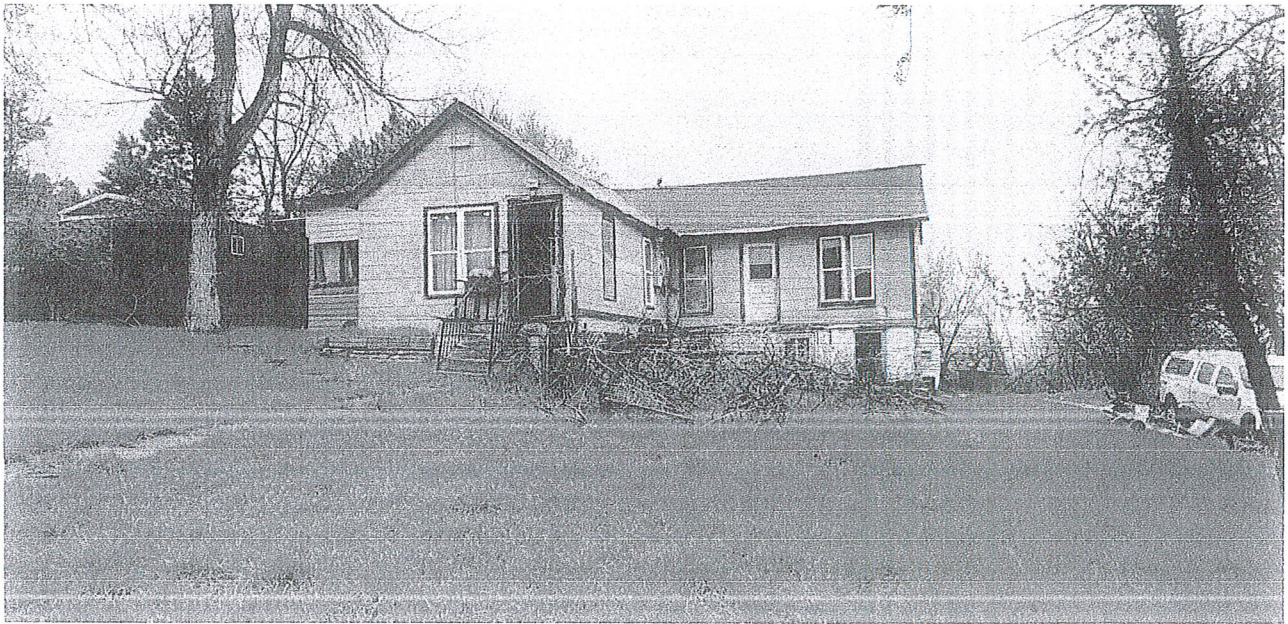
DESCRIPTION	Quantity	RATE	AMOUNT
Asbestos Inspection & Written Report PLM Bulk Sample Analysis Included	1.00	\$740.00	\$ 740.00
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
		SUBTOTAL	\$ 740.00
		TAX RATE	6.50%
		SALES TAX (1035-5654-ST)	Exempt
		Credit Card Service +3%	\$ -
Due Upon Reciept		TOTAL	\$ 740.00

Please send payment to address above unless previous arrangements have been made.

Aaron Cable Environmental (ACE) Services LLC.

Asbestos Survey Report

1216 Hooker St.
Whitewood, SD 57793



Prepared For:

City of Whitewood
1025 Meade Street,
Whitewood, South Dakota 57793

ACE SERVICES | P.O. BOX 1912 RAPID CITY, SD 57709

May 7, 2025

TO: Mr. Jim Smit
City of Whitewood
1025 Meade Street,
Whitewood, SD 57793

RE: Asbestos Survey Report
1216 Hooker St.
Whitewood, SD 57793

Dear Mr. Smit,

Per your request, ACE Services is pleased to submit the results of an asbestos survey performed on 4-28-2025 at the above referenced site in Whitewood, SD.

INTRODUCTION

ACE Services conducted an asbestos survey of the building located in Whitewood, SD. The survey was conducted by a State of South Dakota (EPA) certified asbestos inspector. Interior & exterior building components were surveyed and homogeneous areas of suspect asbestos-containing materials (ACM) were visually identified and documented. Although reasonable effort was made to survey accessible suspect materials, additional suspect but un-sampled materials could be located in walls, in voids or in other concealed areas. Suspect ACM samples were collected in general accordance with the sampling protocols outlined in EPA regulation 40 CFR 763 (Asbestos Hazard Emergency Response Act, AHERA). Samples were delivered to an accredited laboratory for analysis by polarized light microscopy.

FIELD ACTIVITIES

The survey was conducted by Mr. Aaron Cable, a State of South Dakota (EPA) certified asbestos inspector (certification #10324). A copy of Mr. Cable's certificate is attached in Appendix C. The survey was conducted in general accordance with the sample collection protocols established in EPA regulation 40 CFR 763, the Asbestos Hazard Emergency Response Act (AHERA).

The existing buildings were assessed to identify suspect ACMs, which were then grouped into three categories according to their intended use:

- **Surfacing Materials** – material that is sprayed on, troweled on, or otherwise applied to surfaces, such as acoustical plaster on ceilings and fireproofing materials on structural members, or other material on surfaces for acoustical, fireproofing, or other purposes.
- **Thermal System Insulation (TSI)** – material applied to pipes, fittings, boilers, breeching tanks, ducts, or other interior structural components to prevent heat loss or gain, water condensation, or for other purposes.
- **Miscellaneous Materials** – interior building materials on structural components, structural members, or fixtures, such as floor and ceiling tiles, but does not include surfacing materials or thermal system insulation.

VISUAL ASSESSMENT

Our survey activities began with visual observation of the interior areas of the buildings to identify homogeneous areas of suspect ACM. A homogeneous area consists of building materials that appear similar throughout in terms of color, texture and consideration given to date of application. Interior assessment was conducted throughout visually accessible areas of the buildings. Building materials identified as concrete, glass, wood, masonry, metal, or rubber were not considered suspect ACM.

PHYSICAL ASSESSMENT

A physical assessment of each homogeneous area of suspect ACM was conducted to assess the friability and condition of the materials. A friable material is defined by the EPA as a material which can be crumbled, pulverized, or reduced to powder by hand pressure when dry. Friability was assessed by physically touching suspect materials.

SAMPLE COLLECTION AND ANALYTICAL

Based on results of the visual observation, suspect ACMs were collected in general accordance with AHERA sampling protocols. Bulk samples were collected, placed in plastic bags, and labeled with unique identification number. Chain-of-custody forms were completed, signed, dated, and along with the bulk samples transported to ENVIRONMENTAL HAZARDS SERVICES, LLC in Richmond Virginia for analysis by polarized light microscopy per EPA methodology EPA/600R-93/116

REGULATORY OVERVIEW

The asbestos NESHAP (40 CFR Part 61, Subpart M) regulates asbestos fiber emissions and asbestos waste disposal practices. It also requires the identification and classification of existing building materials prior to demolition or renovation activity. Under NESHAP, asbestos-containing building materials are classified as either friable, Category I non-friable or Category II non-friable ACM. Friable materials are those that, when dry, may be crumbled, pulverized, or reduced to powder by hand pressure and contain more than 1% asbestos. Category I non-friable ACM includes packing's, gaskets, resilient floor coverings & associated mastics and asphalt roofing products containing more than 1% asbestos. Category II non-friable ACM are any materials other than Category I materials that contain more than 1% asbestos.

Friable ACM, Category I and Category II non-friable ACM which is in poor condition and has become friable or which will be subjected to drilling, sanding, grinding, cutting, or abrading and which could be crushed or pulverized during anticipated renovation or demolition activities are considered regulated ACM (RACM).

FINDINGS

EPA recognizes a material as Asbestos Containing Material (ACM) if an asbestos content of greater than one percent asbestos is detected in a representative sample analyzed by polarized light microscopy.

Laboratory analysis confirmed that asbestos was detected in the following sampled materials:

- Transite Siding Panels – Located throughout the exterior of the house, and approx. 2 individual panels located on the North side of the garage
Miscellaneous Materials – Non-Friable

Sample 1216-9 – 16% Total Asbestos (12% Chrysotile / 4% Amosite)

Sample 1216-10 – 15% Total Asbestos (10% Chrysotile / 5% Amosite)

Sample 1216-11 – 17% Total Asbestos (13% Chrysotile / 4% Amosite)

All other sampled materials returned from testing with NO asbestos detected. They are listed below.

- Plaster
- 12" Floor Tile (Peel-N-Stick)
- Linoleum
- Shingles

Photographs of the sampled materials are included in Appendix B.

COMMENTS

These structures are in extremely damaged condition. Portions of the roofs have collapsed in areas and basement/foundation walls are failing as well. Access should be limited.

FURTHER INVESTIGATIONS

It must be realized that hidden ACMs may be present which may not be exposed or defined without actual demolition. Any such previously concealed ACMs which are revealed only during the demolition process should be sampled for testing by a licensed inspector and should be removed as necessary prior to resumption of work.

GENERAL

This asbestos survey was conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the sample locale. The results, findings, conclusions, and recommendations expressed in this report are based on conditions observed during our survey of the building. The information contained in this report is relevant to the date on which this survey was performed and should not be relied upon to represent conditions at a later date. This report has been prepared on behalf of and exclusively for use by **City of Whitewood**, for specific application to their project as discussed. This report is not a bidding document. Contractors or consultants reviewing this report must draw their own conclusions regarding further investigation or remediation deemed necessary. ACE Services does not warrant the work of regulatory agencies, laboratories or other third parties supplying information which may have been used in the preparation of this report. No warranty, express or implied is made.

The following are made part of and complete this report:

Appendix A	Laboratory Analytical Report
Appendix B	Photographs
Appendix C	Asbestos Certification

We appreciate the opportunity to provide this service to you. If you have any questions or require additional information, please contact the undersigned at 605-484-9129.

Sincerely,

Aaron Cable

Aaron Cable
ACE Services
P.O Box 1912
Rapid City, SD 57709

APPENDIX A

LABORATORY ANALYTICAL RESULTS



7469 Whitepine Rd
North Chesterfield, VA 23237
Telephone: 800.347.4010

Asbestos Bulk Analysis Report

Report Number: 25-05-00602

Client: ACE Services
P.O. Box 1912
Rapid City, SD 57709

Received Date: 05/05/2025
Analyzed Date: 05/06/2025
Reported Date: 05/07/2025

Project/Test Address: 1216 Hooker St; Whitewood, SD 57793

Client Number:
201729

Fax Number:

Laboratory Results

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
25-05-00602-001	1216-1		Light Beige Granular; Homogeneous	NAD	100% Non-Fibrous
25-05-00602-002	1216-2		Light Beige Granular; Homogeneous	NAD	2% Cellulose 98% Non-Fibrous
25-05-00602-003	1216-3		Light Beige Granular; Homogeneous	NAD	1% Cellulose 99% Non-Fibrous
25-05-00602-004	1216-4		Light Beige Granular; Homogeneous	NAD	1% Cellulose 99% Non-Fibrous
25-05-00602-005A	1216-5	Flooring	White Vinyl; Black Granular; Homogeneous	NAD	1% Cellulose 99% Non-Fibrous

Environmental Hazards Services, L.L.C

Client Number: 201729

Report Number: 25-05-00602

Project/Test Address: 1216 Hooker St; Whitewood, SD 57793

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
25-05-00602-005B	1216-5	Mastic	Clear Adhesive; Homogeneous	NAD	4% Cellulose 96% Non-Fibrous
25-05-00602-006	1216-6		White Vinyl; Black Granular; Homogeneous	NAD	100% Non-Fibrous
Evidence of mastic present; insufficient quantity for analysis.					
25-05-00602-007A	1216-7	Flooring	White Paint-Like; Black Granular; Homogeneous	NAD	100% Non-Fibrous
25-05-00602-007B	1216-7	Mastic	Clear Adhesive; Homogeneous	NAD	5% Cellulose 95% Non-Fibrous
25-05-00602-008	1216-8		Beige Vinyl; Black Tar-Like; Fibrous; Homogeneous	NAD	25% Cellulose 5% Synthetic 70% Non-Fibrous
25-05-00602-009	1216-9		Gray Paint-Like; Cementitious Fibrous; Inhomogeneous	12% Chrysotile 4% Amosite	84% Non-Fibrous
				Total Asbestos: 16%	
Asbestos present throughout.					
25-05-00602-010	1216-10		Gray Paint-Like; Cementitious Fibrous; Inhomogeneous	10% Chrysotile 5% Amosite	85% Non-Fibrous
				Total Asbestos: 15%	
Asbestos present throughout.					
25-05-00602-011	1216-11		Gray Paint-Like; Cementitious Fibrous; Inhomogeneous	13% Chrysotile 4% Amosite	83% Non-Fibrous
				Total Asbestos: 17%	
Asbestos present throughout.					

Environmental Hazards Services, L.L.C

Client Number: 201729

Report Number: 25-05-00602

Project/Test Address: 1216 Hooker St; Whitewood, SD 57793

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
25-05-00602-012	1216-12		Gray Aggregate; Black Tar-Like; Fibrous; Inhomogeneous	NAD	15% Cellulose 85% Non-Fibrous
25-05-00602-013	1216-13		Gray Aggregate; Black Tar-Like; Fibrous; Inhomogeneous	NAD	15% Fibrous Glass 85% Non-Fibrous
25-05-00602-014	1216-14		Gray Aggregate; Black Tar-Like; Fibrous; Inhomogeneous	NAD	15% Fibrous Glass 85% Non-Fibrous

QC Sample: 95-M22022-3

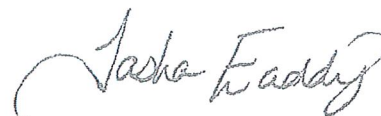
QC Blank: SRM 1866 Fiberglass

Reporting Limit: 1% Asbestos

Method: EPA Method 600/R-93/116, EPA Method 600/M4-82-020

Analyst: Ken Cheng

Reviewed By Authorized Signatory:



Tasha Eaddy
QA/QC Clerk

These results are based on a comparative visual estimate. The condition of the samples analyzed was acceptable upon receipt per laboratory protocol unless otherwise noted on this report. Each distinct component in an inhomogeneous sample was analyzed separately and reported as a composite. Results represent the analysis of samples submitted by the client. Sample location, description, area, volume, etc., was provided by the client. This report cannot be used by the client to claim product endorsement by NVLAP or any agency of the U.S. Government. This report shall not be reproduced except in full, without the written consent of the Environmental Hazards Service, L.L.C. All information concerning sampling location, date, and time can be found on Chain-of-Custody. Environmental Hazards Services, L.L.C. does not perform any sample collection. . NVLAP #101882-0 VELAP 460172

Environmental Hazards Services, L.L.C. recommends reanalysis by point count (for more accurate quantification) or Transmission Electron Microscopy (TEM), (for enhanced detection capabilities) for materials regulated by EPA NESHAP (National Emission Standards for Hazardous Air Pollutants) and found to contain less than ten percent (<10%) asbestos by polarized light microscopy (PLM). Both services are available for an additional fee.

400 Point Count Analysis, where noted, performed per EPA Method 600/R-93/116 with a Reporting Limit of 0.25%.

LEGEND: NAD = no asbestos detected

ENVIRONMENTAL HAZARDS SERVICES, LLC

Asbestos Chain of Custody Form

Page 1 of 1

Company Name		ACE Services		Account #		201729	
Company Address		PO Box 1912		City/State/Zip		Rapid City, SD 57709	
Phone		605-484-9129		Email		aceservicesrc@yahoo.com	
Project Name/Test Address		1216 Hooker St. Whitewood, SD 57793					
PO Number				Collected By		Aaron Cable	
Turn-Around Time		<input type="radio"/> 5 Day <input checked="" type="radio"/> 3 Day <input type="radio"/> 2 Day <input type="radio"/> 1 Day <input type="radio"/> Same Day / Weekend - Must Call Ahead					
<input type="checkbox"/> PLM New York Protocol		<input type="checkbox"/> PLM New Jersey Protocol		<input type="checkbox"/> PLM South Carolina Protocol			

LAB NUMBER	Client Sample ID	Homogeneous Area	Positive Stop	Collection Date & Time	BULK			AIR					COMMENTS	
					PLM	Point Count 400	Point Count 1000	TEM Bulk	PCM	TEM AHERA	NIOSH 7402	Time In Total Minutes		Flow Rate In L/Min
1	1216-1			4-28-2025	X									Plaster
2	1216-2				X									
3	1216-3				X									
4	1216-4				X									
5	1216-5				X									12" Floor Tile
6	1216-6				X									
7	1216-7				X									
8	1216-8				X									Linoleum Basement
9	1216-9				X									Transite Siding
10	1216-10				X									
11	1216-11				X									
12	1216-12				X									Shingle
13	1216-13				X									
14	1216-14				X									
15														

Released By:	Aaron Cable	Date:	4-28-2025	Time:	1630 Local
Signature:					

LAB USE ONLY -- BELOW THIS LINE

Received By: J. Soder

Signature:

Date: 5/5/25 Time: 11:24 ☒ AM ☐ PM

☐ Portal Contact Added

25-05-00602



Due Date:
05/08/2025
(Thursday)
AE

HPLM

CITY OF WHITEWOOD CORY YTD BUDGET

Account Descr	2025 YTD Budget	2025 YTD Amt	MAY 2025 Amt	Balance	2025 % of Budget
E 206-455-4250 REPAIRS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 206-455-4260 SUPPLIES	\$1,750.00	\$1,536.92	\$261.20	\$213.08	87.82%
E 206-455-4262 LIBRARY MAGAZINES	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 206-455-4270 TRAVEL & DUES & TRAINING	\$1,500.00	\$86.25	\$0.00	\$1,413.75	5.75%
E 206-455-4280 UTILITIES	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 206-455-4320 BUILDINGS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 206-455-4340 EQUIPMENT	\$2,250.00	\$0.00	\$0.00	\$2,250.00	0.00%
E 206-455-4342 LIBRARY BOOKS	\$15,000.00	\$1,331.76	\$18.64	\$13,668.24	8.88%
E 206-455-4350 FURNITURE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
455 LIBRARY	\$73,635.00	\$22,920.78	\$4,617.96	\$50,714.22	31.13%
206 LIBRARY FUND	\$73,635.00	\$22,920.78	\$4,617.96	\$50,714.22	31.13%
211 3RD CENT SALES TAX					
460 CONSERVATION & DEVELOPMENT					
E 211-460-4220 PROFESSIONAL SERVICES	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 211-460-5110 TRANSFER OUT	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
460 CONSERVATION & DEVELOPMENT	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
462 CHAMBER OF COMMERCE					
E 211-462-4220 PROFESSIONAL SERVICES	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 211-462-4230 PRINTING	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 211-462-4235 ADVERTISING/PROMOTIONS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 211-462-4250 REPAIRS	\$500.00	\$196.00	\$0.00	\$304.00	39.20%
E 211-462-4260 SUPPLIES	\$500.00	\$161.08	\$0.00	\$338.92	32.22%
E 211-462-4280 UTILITIES	\$4,500.00	\$1,526.60	\$0.00	\$2,973.40	33.92%
E 211-462-4322 BLDG IMPROVEMENTS	\$4,000.00	\$215.59	\$0.00	\$3,784.41	5.39%
E 211-462-4340 EQUIPMENT	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 211-462-5110 TRANSFER OUT	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
462 CHAMBER OF COMMERCE	\$9,500.00	\$2,099.27	\$0.00	\$7,400.73	22.10%
211 3RD CENT SALES TAX	\$9,500.00	\$2,099.27	\$0.00	\$7,400.73	22.10%
212 ADDITIONAL SALES TAX FUND					
422 FIRE DEPARTMENT					
E 212-422-4228 STREET IMPROVEMENTS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
422 FIRE DEPARTMENT	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
431 STREETS					

CITY OF WHITEWOOD

GL Yearly

05/15/25 7:35 AM
Page 4

Current Period: MAY 2025

FUND 211 3RD CENT SALES TAX		MAY 2025					
		Begin Yr	MTD Debits	MTD Credits	YTD Debits	YTD Credits	Balance
Asset							
G 211-1010 CASH		\$38,106.79	\$0.00	\$0.00	\$9,136.44	\$2,465.16	\$44,778.07
G 211-1070 RESTRICTED CASH- SPEC		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
G 211-1150 ACCOUNTS RECEIVABLE		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
G 211-1151 SALES TAX RECEIVABLE		\$525.72	\$0.00	\$0.00	\$0.00	\$0.00	\$525.72
Total Asset		\$38,632.51	\$0.00	\$0.00	\$9,136.44	\$2,465.16	\$45,303.79
Liability							
G 211-2020 ACCOUNTS PAYABLE		(\$358.90)	\$0.00	\$0.00	\$358.90	\$0.00	\$0.00
Total Liability		(\$358.90)	\$0.00	\$0.00	\$358.90	\$0.00	\$0.00
Equity							
G 211-2647 RESTRICTED- FACILITIES/P		(\$69,417.04)	\$0.00	\$0.00	\$0.00	\$0.00	(\$69,417.04)
G 211-2671 UNASSIGNED FUND BAL		\$45,319.23	\$0.00	\$0.00	\$0.00	\$0.00	\$45,319.23
Total Equity		(\$24,097.81)	\$0.00	\$0.00	\$0.00	\$0.00	(\$24,097.81)
Rev Sum							
G 211-1700 REVENUES		(\$40,709.61)	\$0.00	\$0.00	\$0.00	\$9,129.45	(\$49,839.06)
Total Rev Sum		(\$40,709.61)	\$0.00	\$0.00	\$0.00	\$9,129.45	(\$49,839.06)
Exp Sum							
G 211-2420 EXPENDITURES		\$26,533.81	\$0.00	\$0.00	\$2,465.16	\$365.89	\$28,633.08
Total Exp Sum		\$26,533.81	\$0.00	\$0.00	\$2,465.16	\$365.89	\$28,633.08
Total 211 3RD CENT SALES TAX		\$0.00	\$0.00	\$0.00	\$11,960.50	\$11,960.50	\$0.00



CE Construction LLC
Corporate Headquarters
900 Spruce Street
Mitchell, SD 57301
(605) 351-4991
<https://www.roofce.com>

Regional Branch
CE Construction Black Hills LLC
1342 Laurel Street
Whitewood, SD 57793
Ph: 866.235.2562
Fax: None

Customer	Company Representative
Whitewood, City of 1201 Ash St, Whitewood, SD 57793 Whitewood, SD 57793 Jim@cityofwhitewood.com	Troy Mapes (701) 388-0455 troy@roofce.com

Description	Quantity	Price
Windows		
Door for Library	1.00 EA	\$4,183.20
Subtotal		\$4,183.20
Sales Tax		\$85.38
Total		\$4,268.58

Grand Total: \$4,268.58

PAYMENT SCHEDULE

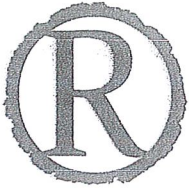
First Payment (Due upon Signed Contract)	426.85
Second Payment (Due upon Material delivery)	1707.40
Final Payment (Due upon Completion of Job)	2134.33

Company Authorized Signature

Date

Customer Signature 1

Date



Renatus Exteriors
Corporate Headquarters
2437 Danbury Circle
Rapid City, SD 57702
6053400399
www.renatusexteriors.com

Regional Branch
2437 Danbury Circle
Rapid City, SD 57702
Ph: 605-340-0399
Fax: None

Customer	Company Representative
Smit, Jim 1201 Ash Street Whitewood, SD 57793 6056399146 jim@cityofwhitewood.com	Bob Nelson (760) 373-0432 bob.nelson@renatusexteriors.com

Description	Quantity	Price
ROOFING		
Door Replacement	1.00 EA	\$4,250.00
Subtotal		\$4,250.00
Total		\$4,250.00

Grand Total: \$4,250.00

PAYMENT SCHEDULE

Full Payment Due upon Completion of Job	4250.00
---	---------

Company Authorized Signature

Date

Customer Signature 1

Date

ESTIMATE

Quality Roofing & Construction
Rapid City, SD 57702
(605) 209-2924

Sales Representative
Todd Hulm
(605) 641-3574
todd@qualityroofingrc.com



Jimmy Smit
1201 Ash St
Whitewood, SD 57793

Estimate # 1067
Date 8/26/2024

Item	Description	Qty	Price	Amount
Exterior Door	<p>LIBRARY: EXTERIOR DOOR WITH ADA THRESHOLD DOOR - HALF LITE SIDELITE - HALF LITE SIDELITE - HALF LITE</p> <p>DOOR COLOR: WHITE</p> <p>REMOVE AND REPLACE CURRENT DOOR WITH ADA COMPLIANT THRESHOLD.</p> <p>EXTERIOR FINISH - WHITE</p> <p>INTERIOR FINISH - MATCH CURRENT AS CLOSELY AS POSSIBLE</p> <p>ESTIMATE IS INCLUSIVE OF LABOR AND MATERIALS</p> <p>NOTE: ORIGINAL ESTIMATED COST FOR THIS ITEM WAS \$6380.05 THIS LINE ITEM HAS BEEN REDUCED BY \$217.00 ADDITIONALLY, THE EXCISE TAX HAS BEEN REDUCED TO \$125.72</p>	1.00	\$6,163.05	\$6,163.05
EXCISE TAX	2.041 % ON TOTAL OF PROJECT	1.00	\$125.72	\$125.72

Sub Total \$6,288.77
Total \$6,288.77

SPECIAL INSTRUCTIONS

ESTIMATE

FROM

Black Hills
Asphalt

P.O. Box 43
Spearfish, SD 57783
(605) 639-1242

DATE 4/21/25

JOB NAME _____

JOB # _____

LOCATION _____

Jim Smith

TO

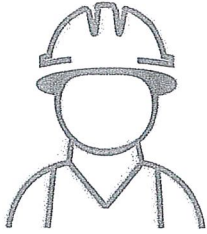
Whitewood Library

Whitewood

QUANTITY	DESCRIPTION	PRICE	AMOUNT
1330	59 Ft sea/cont clean + prep		<u>00</u> 500
248	LF CRACKS clean + FILL		<u>00</u> 372
	1 Paint + patchwork		
	9 Reg		
	1 C/H		
	1 H-C		
			<u>00</u> 1000 <u>41</u> 20 <u>41</u>
	Total		1020

FINAL PRICE WILL BE BASED ON EXACT MEASUREMENTS

ESTIMATE



B.D. Smith Framing Contractors Inc

bdsmithframingcontractors@gmail.com

**City Of Whitewood c.o. Jim
Smit**

jim@cityofwhitewood.com

(605) 639-9146

Estimate #: 13

Date: 5/5/25

Item	Subtotal
Concrete and door Library	\$6,928.00
Tear out sidewalk and curb - 153 sq.ft @\$8 sq.ft	\$1,224.00
Form and pour ada sidewalk- 136sq.ft@\$9 sq.ft	\$1,224.00
Form and pour curb - \$500	
Concrete labor total- \$2,948.00	
Front door remove and install- \$600	
Clad frame with sidelights - \$4248.36	
Wood frame with sidelights- \$3,538.09	
Both have steel door	
Concrete and miscellaneous- \$3,380.00	
Door and concrete labor total - \$3,548.00	

Subtotal	\$6,928.00
Tax	\$0.00
Amount Due	\$6,928.00

By signing this document the customer agrees to the service and conditions outlined in this document.

City Of Whitewood c.o. Jim Smit

Double H Contracting, LLC

1955 Arizona Avenue

Sturgis, SD 57785

(605) 490-8009

ESTIMATE

Submitted on 05/05/2025

Invoice for

City of Whitewood

1201 Ash Street

Whitewood, SD 57792

Payable to

Double H Contracting 1979

Project

City Library

Estimate

1979

Description	Qty	Unit price	Total price
Remove and Replace Curb	23	\$75.00	\$1,725.00
Remove and Replace Sidewalk	115	\$12.30	\$1,414.50
		Subtotal	\$3,162.50
		Tax	\$64.55
		Down Payment	\$0.00
Total Amount Due			\$3,227.05

ESTIMATE

Redgold concrete
353 Hillview Rd Lt 9
Spearfish, SD 57783

redgoldconcrete@gmail.com
+1 (605) 591-2285



Bill to
City of Whitewood

Ship to
City of Whitewood

Estimate details

Estimate no.: 170
Estimate date: 09/18/2024

#	Date	Product or service	Description	Qty	Rate	Amount
1.			Tear out and replace sidewalk	0		\$0.00
2.		Tear out	Tear out old slab 160 SQFT, All old concrete to be hauled off site	1	\$475.00	\$475.00
3.		Gravel	Install base course 4" under new slabs	1	\$375.00	\$375.00
4.		Concrete sidewalk	Install new handicap ramp that meet ADA code, All rebar to be #4 1/2", Rebar to be 2' O.C both ways and with a 2' overlap	1	\$3,365.00	\$3,365.00
5.		Concrete sidewalk	Install concrete pad front of building, Rebar to be #4 2' O.C both ways	1	\$1,000.00	\$1,000.00
Subtotal						\$5,215.00
Sales tax						\$106.39
Total						\$5,321.39

Accepted date

Accepted by

Upon receipt of an appropriately completed application and fee, the Finance Officer shall set a public hearing and give notice of the hearing by publishing notice of public hearing in the official newspaper at least ten (10) days prior to the date of the hearing.

(13.02.09 amended effective 08/18/07, Ordinance 2007-19)

13.02.11: NOISE REGULATION AND LIMITATION

- A. The purpose and intent of this section is to protect, preserve and promote the health, safety, welfare, peace, quiet and tranquility for the citizens of the city and persons or visitors frequenting the city through the reduction, control and prevention of noise which is disruptive and constitutes an annoyance to such citizens and persons. The city recognizes and acknowledges the topography of the city and that businesses are located primarily along the streets and highways which travel through the bottom of the valley of the city and that sound and noise rising from such highways and streets is easily heard and echoes above such streets and alleys to the surrounding area where most of the citizens of the city reside. The city acknowledges and recognizes that the Sturgis Rally has created a certain business environment which now dominates the business community of the city. This environment has also greatly increased the number of visitors and tourists visiting the city and greatly increased both vehicle traffic and pedestrian traffic and general noise level on the streets and sidewalks of the city.
- B. General Restrictions:
1. A person or property owner may not:
 - a. Make or permit any disruptive noise or use sound equipment in public or outside between 2:00 a.m. and 8:00 a.m.;
 - b. Operate construction equipment, tools or conduct construction activities between ten (10) p.m. and six (6) a.m.; or
 - c. Operate sound equipment in a vehicle causing any disruptive noise or a discernable vibration twenty (20) feet from the vehicle.
 2. In addition to the specific prohibitions outlined in subsection A, it is unlawful for any person to make, continue, or cause to be made or continued any loud or unusual noise so as to disturb the peace of the public, any neighborhood, any business operation, family, lawful assembly of persons or a person by committing any act or acts of disturbance within the limits of the city. (Animal noise, see also subsection 32.03.10 of City Ordinances.)
 3. Excessive Vehicle Noise and Dynamic Engine Braking:

It is unlawful for any person within the city limits of the City to make, or cause to be made, loud or disturbing or offensive noise with any mechanical devices operated by compressed air and used for purposes of assisting braking such as Dynamic Engine Braking Devices. (Commonly referred to as "Jake" brake; see also subsection 16.02.25 of City Ordinances regarding Exhibition Driving, or subsection 16.03.06 of City Ordinances regarding Noise Regulation and Muffler Cut-out.)
- C. Requirements for Use of Outdoor Sound Amplification Equipment:
- As provided in this chapter, any person, partnership, association, corporation or business desiring to use or operate any loudspeaker, public address system or other sound amplifying equipment outdoors, or indoors but designed to project the sound outdoors, shall not be permitted. This chapter shall not apply to the following:
1. Authorized parades such as High School Homecoming.

2. The activities and events of the Sturgis Motor Cycle Rally but only for the seven days of the "Official Rally dates" and three (3) day before and three (3) days after those dates, and only during the hours of 8:00 am to 2:00 am.
3. Other Events as allowed by the City in approving a Special Event application, for the times and dates established by the City.
4. Athletic games or contests such as football games, softball games, baseball games, soccer games, rodeos, bicycle races, and other similar events;
5. Performances, shows or entertainment presented to the general public, in compliance with all City Ordinances, on private property.
6. Emergency vehicles and for emergency purposes such as police, fire and ambulance sirens or warning devices and loudspeakers used in connection with crimes, disasters or emergencies;
7. An employee of a governmental entity engaged in the employee's official duty;
8. A person operating a bell for or participating in a scheduled religious worship activity.

(13.02.11 revised with Ordinance 2014-06, effective 4/16/2014)

13.02.12: MOTORCYCLE AND AUTOMOBILE DYNAMOMETERS

No person shall operate a motorcycle or automobile dynamometer within the City without first obtaining a permit from the Sturgis Police Department. Application for said permit shall be made to the Sturgis Police Department. Any applicant shall provide the following information:

- A. Name and address of responsible person;
- B. Desired location of the dynamometer;
- C. Name and address of the owner of the real property upon which the dynamometer is proposed to be placed; and
- D. The dates the dynamometer will be in operation.

There shall be no fee for any permit issued pursuant to this Section. The Chief of Police and the Building Inspector shall perform an investigation based upon the information provided by the applicant to determine whether the permit should be issued. Said investigation shall include observing the proposed location, including its distance from any residential district; interviewing the responsible person to determine if all steps have been taken to minimize the noise created by the dynamometer, and checking for any prior complaints involving the applicant.

Any dynamometer shall only be operated between the hours of 9:00 a.m. and 9:00 p.m.

The permit issued pursuant to this Section shall be presented to the Finance Officer before issuance of any Vendor/Transient Merchant License for any business involving a dynamometer.

13.02.13: PEDESTRIAN INTERFERENCE AND AGGRESSIVE SOLICITATION

No person shall interfere with pedestrian traffic or free movement of pedestrians within the City, nor interfere with vehicle traffic within the City by Solicitation, Aggressive Solicitation or through any other prohibited activity. It is the City's intent to fairly and reasonably balance the need provide for safe pedestrian and traffic movement with interest of the public in the exercise of those rights secured by the Constitution of the State of South Dakota.

1.05 DISORDERLY CONDUCT. A person commits a simple misdemeanor when the person does any of the following:

1. **FIGHTING**. Engages in fighting or violent behavior in any public place or in or near any lawful assembly of persons, provided that participants in athletic contests may engage in such conduct which is reasonably related to that sport.
(Code of Iowa, Sec. 723.4(1))
2. **NOISE**. Makes loud and raucous noise in the vicinity of any residence or hospital which causes unreasonable distress to the occupants thereof.
(Code of Iowa, Sec. 723.4(2))
3. **ABUSIVE LANGUAGE**. Directs abusive epithets or makes any threatening gesture which the person knows or reasonably should know is likely to provoke a violent reaction by another.
(Code of Iowa, Sec. 723.4(3))
4. **DISRUPT LAWFUL ASSEMBLY**. Without lawful authority or color of authority, the person disturbs any lawful assembly or meeting of persons by conduct intended to disrupt the meeting or assembly.
(Code of Iowa, Sec. 723.4(4))
5. **FALSE REPORTS**. By words or action, initiates or circulates a report or warning of fire, epidemic, or other catastrophe, knowing such report to be false or such warning to be baseless.
(Code of Iowa, Sec. 723.4(5))
6. **DISRESPECT OF FLAG**. Knowingly and publicly uses the flag of the United States in such a manner as to show disrespect for the flag as a symbol of the United States, with the intent or reasonable expectation that such use will provoke or encourage another to commit a public offense.
(Code of Iowa, Sec. 723.4(6))
7. **OBSTRUCT USE OF STREETS**. Without authority or justification, the person obstructs any street, sidewalk, highway, or other public way, with the intent to prevent or hinder its lawful use by others.
(Code of Iowa, Sec. 723.4(7))
8. Who loiters, prowls, or wanders upon private property of another, at any time, without visible and lawful business with the owner or occupant. As used in this subdivision, "loiter" means to delay or linger without lawful purpose for being on the property.

May 12, 2025



WATER TREATMENT GROUP

Hawkins, Inc.
11810 Sturgis Road
Black Hawk, SD 57718
Phone: (605) 787-6881
Fax: (605) 787-6882

DJ Werlinger
City of Whitewood

DJ,

Here is the recommendation for both cells. I have attached Tech sheets and SDSs for both products.

Cell #1:

Inoculation = 52.6 gallons of AH MBS-Sludge

Maintenance = 26.3 gallons of AH MBS-Sludge monthly

Cell #2:

Inoculation = 19.5 gallons of AH MBS-Algae

Maintenance = 2.43 gallons of AH MBS-Algae weekly

Pricing:

61555 - Aqua Hawk® MBS-Sludge
250 GA NRT
Vendor Tote

\$5200.00/tote

54519 - Aqua Hawk® MBS-Algae \$2700.00
470 LB DR
Vendor Drum

Thanks for the opportunity!

Don Kahler



Hawkins Water Treatment

Black Hawk, S.D.

Cell# (605)641-4162

Fax# (605)787-6882

don.kahler@hawkinsinc.com

AGREEMENT FOR OPERATING
AN ON-SALE BAR/LOUNGE
IN THE CITY OF WHITEWOOD, SOUTH DAKOTA,
UNDER A MUNICIPAL LIQUOR LICENSE

This Agreement is made and entered into between the City of Whitewood, South Dakota, hereinafter referred to as CITY, and Bullwackers Saloon and Steakhouse, LLC, a Limited Liability Company, hereinafter referred to as LICENSE MANAGER.

W I T N E S S E T H:

For and in consideration of the covenants hereinafter stated, the CITY does hereby enter into an Operating Agreement, on a limited basis, with the LICENSE MANAGER for the purpose of operating an on-sale establishment or business for and on behalf of the CITY, pursuant to law.

NOW THEREFORE, it is mutually agreed as follows:

I.

That this Agreement is made and entered into on a limited basis between the parties hereto to allow the LICENSE MANAGER to operate a retail on-sale tap room and bar.

II.

That the LICENSE MANAGER will be responsible for all operating expenses of said on-sale liquor establishment, including obtaining a federal tax stamp.

III.

That said on-sale liquor establishment shall be situated at:

Lots 1, 2 and 3, Block 22, Original Town of Whitewood,
Lawrence County, South Dakota.

AGREEMENT FOR OPERATING
AN OFF-SALE LIQUOR STORE
IN THE CITY OF WHITEWOOD, SOUTH DAKOTA,
UNDER A MUNICIPAL LIQUOR LICENSE

This Agreement is made and entered into between the City of Whitewood, South Dakota, hereinafter referred to as CITY, and Bullwackers Saloon and Steakhouse, LLC, a Limited Liability Company, hereinafter referred to as LICENSE MANAGER.

W I T N E S S E T H:

For and in consideration of the covenants hereinafter stated, the CITY does hereby enter into an Operating Agreement, on a limited basis, with the LICENSE MANAGER for the purpose of operating an off-sale liquor store for and on behalf of the CITY, pursuant to law.

NOW THEREFORE, it is mutually agreed as follows:

I.

That this Agreement is made and entered into between the parties hereto to allow the LICENSE MANAGER to operate a retail off-sale liquor store.

II.

That the LICENSE MANAGER will be responsible for all operating expenses of said off-sale liquor store, including obtaining a federal tax stamp.

III.

That said off-sale liquor store shall be situated at:

Lots 1, 2 and 3 , Block 22, Original Town of
Whitewood, Lawrence County, South Dakota.

IV.

The term of this Agreement shall be from the 1st day of July, 2025, through the 30th of June, 2030. LICENSE MANAGER shall have the option and privilege of renewing this Agreement for an additional five (5) year period, subject to the approval of the governing body of the City of Whitewood.

V.

Either the CITY or the LICENSE MANAGER may terminate this Agreement upon ninety (90) days' written notice served by either party upon the other.

AGREEMENT FOR OPERATING
AN ON-SALE BAR/LOUNGE
IN THE CITY OF WHITEWOOD, SOUTH DAKOTA,
UNDER A MUNICIPAL CONVENTION FACILITY LIQUOR LICENSE

This Agreement is made and entered into by and between:

- A. The City of Whitewood, a municipal corporation,
hereinafter referred to as CITY, and
- B. The FMB Enterprises, LLC, a Limited Liability Company,
hereinafter referred to as LICENSE MANAGER.

W I T N E S S E T H:

For and in consideration of the covenants hereinafter stated, the CITY does hereby enter into an Operating Agreement, on a limited basis, with the LICENSE MANAGER for the purpose of operating an on-sale bar/lounge in the City of Whitewood, South Dakota, under a municipal convention facility liquor license for and on behalf of the CITY pursuant to law.

NOW THEREFORE, it is mutually agreed as follows:

I.

That this Agreement is made and entered into on a limited basis between the parties hereto to allow the LICENSE MANAGER to operate a retail on-sale tap room and bar.

II.

That the LICENSE MANAGER will be responsible for all operating expenses of said on-sale liquor establishment under the convention facility on-sale license, including obtaining a federal tax stamp.

III.

That said on-sale liquor establishment shall be situated at:

Tract 4B Revised including Tract 4A, a sub-division of Tract 4, Original Town of Whitewood, Lawrence County, South Dakota.

AGREEMENT FOR OPERATING
AN ON-SALE BAR/LOUNGE
IN THE CITY OF WHITEWOOD, SOUTH DAKOTA,
UNDER A MUNICIPAL LIQUOR LICENSE

This Agreement is made and entered into between the City of Whitewood, South Dakota, hereinafter referred to as CITY, and The Hideaway, LLC, a Limited Liability Company, hereinafter referred to as LICENSE MANAGER.

W I T N E S S E T H:

For and in consideration of the covenants hereinafter stated, the CITY does hereby enter into an Operating Agreement, on a limited basis, with the LICENSE MANAGER for the purpose of operating an on-sale establishment or business for and on behalf of the CITY, pursuant to law.

NOW THEREFORE, it is mutually agreed as follows:

I.

That this Agreement is made and entered into on a limited basis between the parties hereto to allow the LICENSE MANAGER to operate a retail on-sale tap room and bar.

II.

That the LICENSE MANAGER will be responsible for all operating expenses of said on-sale liquor establishment, including obtaining a federal tax stamp.

III.

That said on-sale liquor establishment shall be situated at:

Outlots S/D Whitewood Lot 1, Tract A, Section 1, Township 6 North, Range 4 East of the Black Hills Meridian, City of Whitewood, Lawrence County, South Dakota.

AGREEMENT FOR OPERATING
AN OFF-SALE LIQUOR STORE
IN THE CITY OF WHITEWOOD, SOUTH DAKOTA,
UNDER A MUNICIPAL LIQUOR LICENSE

This Agreement is made and entered into between the City of Whitewood, South Dakota, hereinafter referred to as CITY, and Stern Oil Company, Inc., hereinafter referred to as LICENSE MANAGER.

W I T N E S S E T H:

For and in consideration of the covenants hereinafter stated, the CITY does hereby enter into an Operating Agreement, on a limited basis, with the LICENSE MANAGER for the purpose of operating an off-sale liquor store for and on behalf of the CITY, pursuant to law.

NOW THEREFORE, it is mutually agreed as follows:

I.

That this Agreement is made and entered into between the parties hereto to allow the LICENSE MANAGER to operate a retail off-sale liquor store.

II.

That the LICENSE MANAGER will be responsible for all operating expenses of said off-sale liquor store, including taxes, insurance, license fees, and obtaining a federal tax stamp.

III.

That said off-sale liquor store shall be situated at:

Lots 10, 11 and 12, Block 7, Fillmore Subdivision, in Whitewood, Lawrence County, South Dakota.

IV.

The term of this Agreement shall be from the 1ST day of July 2025, through the 30th of June, 2030. LICENSE MANAGER shall have the option and privilege of renewing this Agreement for an additional five (5) year period, subject to the approval of the governing body of the City of Whitewood.

V.

Either the CITY or the LICENSE MANAGER may terminate this Agreement upon ninety (90) days' written notice served by either party upon the other.

AGREEMENT FOR OPERATING
AN OFF-SALE LIQUOR STORE
IN THE CITY OF WHITEWOOD, SOUTH DAKOTA,
UNDER A MUNICIPAL LIQUOR LICENSE

This Agreement is made and entered into between the City of Whitewood, South Dakota, hereinafter referred to as CITY, and Dvorak Convenience Stores, Inc., hereinafter referred to as DVORAK.

W I T N E S S E T H:

For and in consideration of the covenants hereinafter stated, the CITY does hereby enter into an Operating Agreement, on a limited basis, with DVORAK for the purpose of operating an off-sale liquor store for and on behalf of the CITY, pursuant to law.

NOW THEREFORE, it is mutually agreed as follows:

I.

That this Agreement is made and entered into between the parties hereto to allow DVORAK to operate a retail off-sale liquor store.

II.

That DVORAK will be responsible for all operating expenses of said off-sale liquor store, including taxes, insurance, license fees, and obtaining a federal tax stamp.

III.

That said off-sale liquor store shall be situated at:

Lot 1 OF Outlot B N 192 Feet Tract L, in the City of Whitewood, Lawrence County, South Dakota.

IV.

The term of this Agreement shall be from the 1st day of July 2025, through the 30th of June, 2030. DVORAK shall have the option and privilege of renewing this Agreement for an additional five (5) year period, subject to the approval of the governing body of the City of Whitewood.

V.

Either the CITY or DVORAK may terminate this Agreement upon ninety (90) days' written notice served by either party upon the other.

FINANCIAL STATEMENT

April 30, 2025

	Balance 3/31/2025	REVENUE	EXPENSES	Balance 4/30/2025
<u>CASH COMPUTER</u>				
GENERAL FUND	1,358,416.05	77,239.25	(118,937.22)	1,301,259.68
LIBRARY	101,176.88	1,730.41	(5,034.88)	97,872.41
3RD CENT SALES TAX	42,747.94	2,643.81	(613.68)	44,778.07
ADDITIONAL TAX FUND	43,075.30	1,000.00	0.00	44,075.30
DEBT SERVICE	20,807.12	801.95	0.00	37,067.47
TIFD FUND	10,383.21	2,815.44	(2,815.44)	10,383.21
ECONOMIC DEVELOPMENT	125,085.23	371.78	0.00	125,457.01
CAPITOL PROJECT	-1,633,235.17	0.00	(33,342.23)	(1,583,665.02)
WATER	173,055.76	24,308.67	(19,562.08)	177,802.35
SEWER	537,545.13	33,232.81	(12,213.41)	475,652.15
Total Cash Per Computer	<u>\$779,057.45</u>	<u>\$144,144.12</u>	<u>(192,518.94)</u>	<u>730,682.63</u>

<u>CASH BANK</u>				
HIGHMARK F.C.U. ST SWR	14,198.26			14,198.85
PIONEER SAVINGS WATER	48,630.85			48,652.83
PIONEER SAVINGS ST ASSESS	31,868.76			31,883.17
PIONEER SAVINGS TRUNK SEW	15,504.33			15,510.06
PIONEER OPERATING ACCT	396,765.50			355,108.65
LESS O/S CHECKS	(11,684.65)			(14,483.44)
PLUS DEP IN TRANSIT	5,597.35			935.78
NSF CHECKS	898.93			0.00
N.M. CHECKS CLEARED	0.00			702.54
Total Cash Per Bank	<u>\$501,779.33</u>			<u>\$452,508.44</u>

Investments		<u>INTEREST</u>	
LPL FINANCIAL	277,278.12		278,174.19
Total Investments	<u>\$277,278.12</u>	<u>\$896.07</u>	<u>\$278,174.19</u>
LOSS/GAIN		<u>\$896.07</u>	
Total Cash Per Bank	<u>\$779,057.45</u>		<u>\$730,682.63</u>

Petty Cash:			
LIBRARY	\$50.00		\$50.00
WATER	\$150.00		\$150.00
POLICE	\$100.00		\$100.00
Total Petty Cash	<u>\$300.00</u>		<u>\$300.00</u>