

AGENDA
REGULAR WHITEWOOD COUNCIL MEETING
June 1, 2026, 5:30 PM

HALE HALL **NEW LOCATION**

1. CALL THE MEETING TO ORDER.
2. ROLL CALL
3. APPROVE MINUTES from Regular Meeting on May 18, 2026.
4. APPROVE THE CLAIMS.
5. **PUBLIC HEARING-** TWIN PARKS SOUTH STREET CONSTRUCTION STATUS.
6. DONATION TO AFTER SCHOOL PROGRAM.
7. ROGER RILEY- DISAGREEMENT WITH TIFD BEING PAID-OFF.
8. APPROVE QUOTE FOR POLICE VEHICLE REPAIRS.
9. REVIEW PROPOSED BRUSH PILE ORDINANCE.
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 SPECIAL COUNCIL MEETING- Monday, June 8, 2026, at 5:30pm.
13. NEXT REGULAR COUNCIL MEETING – Monday, June 15, 2026, at 5:30pm
14. ADJOURN

REGULAR WHITEWOOD COUNCIL MEETING

May 18, 2026

The Whitewood City Council met in regular session on Monday the 18th of May 2026 at City Hall. Mayor Mitch Harmon called the meeting to order at 5:30 pm, with Council members Jeremy Noren, Sara Fitzgerald, Jerry Davidson, Ken Noren, Shelbi Bulat, and Roxie Cooper present, City Attorney Fitzgerald, Police Chief Bach, Public Works Werlinger and Finance Officer Heckenlaible were also present.

Action 2026-083

Motion by Bulat, seconded by Davidson, to approve the minutes from the regular meeting on May 4, 2026, all members present voting yes, motion carried.

Action 2026-084

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

CLAIMS- MAY 18, 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	70.20
TOTAL	\$9,665.33

GENERAL FUND

A&B BUSINESS SOLUTIONS- Police	59.99
A&J CLOTHING- PW Uniforms	82.60
AMAZON CAPITAL- Parks	60.19
BH PIONEER	219.50
BH ENERGY- HH 105.96, CH 95.79, Shop 199.52, Police 190.40, Parks 81.20, Lights 1100.95	1,773.82
BUTTE ELECTRIC- Exit Lights	411.30
RUNNING'S- Streets 155.93, Hale Hall 10.40	166.33
KETEL THORSTENSON- 2025 Audit Progress Billing	2,060.00
MEADE LUMBER- Parks	136.95
MONTANA DAKOTA- Hale Hall 196.64, City Hall 77.08, Shop 69.23. Police 85.71	428.66
SONSET STATION- PW Fuel	142.50
SOUTHERN GLAZERS- May Liquor	1,705.41
SOUTHSIDE OIL- PW Fuel	844.12
TAYLOR DYKES- Reimburse Fuel to School	156.65
TRUGREEN COMMERCIAL- Parks Spraying	1,136.68
ULINE SHIPPING SUPPLY- City Hall	85.50
WHITEWOOD CHAMBER- 2026 Allocation	3,000.00
BLUEPEAK- Police 375.09, City Hall 450.82	825.91
PIONEER BANK- Riley TIFD	77,837.57
ADVANCED ENGINEERING- General Engineering	184.50
REPUBLIC NATIONAL- May Liquor	2,580.47
TOTAL	\$93,898.65

LIBRARY

AMAZON CAPITAL- Supplies & Books	751.44
BH ENERGY	127.77
BLUEPEAK	205.43
CE CONSTRUCTION- Front Door Repair	765.31
A&B BUSINESS SOLUTIONS	143.85
MONTANA DAKOTA	61.25
TOTAL	\$2,055.05

WATER/SEWER FUNDS

BH ENERGY	2,090.20
BUTTE ELECTRIC- Booster 624.66, Treatment Plant 2534.47	3,159.13
DAN'S DUMPSTERS	100.00
ALLIANCE TECHNICAL GROUP- Water Testing	59.75
MILBANK WINWATER- Meters	2,120.80
SD ONE CALL	12.60
MONTANA DAKOTA	232.48
SDML WORKERS COMPENSATION- Reimburse Grant Overpayment	923.47
SONSET STATION- PW Fuel	142.50
SOUTHSIDE OIL- PW Fuel	844.14
ADVANCED ENGINEERING- Water Study	458.66
TOTAL	\$10,143.73

AUTOMATIC PAYMENTS

USDA RURAL DEVELOPMENT- Storm Sewer	1,226.50
USDA RURAL DEVELOPMENT- Laurel Stret Project	3,254.00
EFTPS- Payroll Taxes 0/15/26	5,447.89
TOTAL	\$9,928.39

Action 2026-085

Motion by K. Norem, seconded by Bulat, to have City Attorney Fitzgerald draft an ordinance pertaining to the brush pile. All members present voting yes, motion carried.

Action 2026-086

Motion by J. Noren, seconded by Cooper, to enter into Executive Session for legal matters pursuant to SDCL 1-25-2 (3), at 5:41 PM. All members present voting yes, motion carried.

At 6:05 PM, Mayor Harmon announced that Executive Session had ended.

Action 2026-087

Motion by Cooper, seconded by Bulat, to hold a Public Hearing on June 1, 2026, at approximately 5:30 PM, to provide information on South Street construction and answer questions about the project from the public. All members present voting yes, motion carried.

There being no further business, the meeting was adjourned at 6:07 PM.

MITCHELL U. HARMON
Mayor

Attest:

CORY HECKENLAIBLE
Finance Officer

CLAIMS- June 1, 2026

ESTIMATED WAGES –JUNE 2026 (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
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	\$48,459.24

GENERAL LEDGER

CITY OF WHITEWOOD- Take Deposit for Bill- Nelson & Jones	200.00
SD DEPT REVENUE- Garbage Sales Tax	351.70
SD RETIREMENT- Employee Retirement	8,906.58
TOTAL	\$9,458.28

GENERAL FUND

A&B BUSINESS SOLUTIONS- Police 171.37, City Hall 225.42	396.79
ALL NET CONNECTIONS- Server Maintenance	91.00
AMAZON CAPITAL- Police 260.47, City Hall 111.95, Parks 152.74	525.16
AT&T	394.66
RUNNING'S- Hale Hall	13.79
FERGUSON WATERWORKS- Park Bathrooms	356.92
INTERNATIONAL ASSOC OF PROPERTY & EVIDENCE- Police	65.00
FORD CREDIT	1,237.44
MEADE LUMBER- Park Bathrooms	72.90
SOUTHERN GLAZERS- May Liquor	541.97
LIGHTING MAINTENANCE- Exit Lights	58.52
WASTE CONNECTIONS- Garbage Collecion	5,838.83
STURGIS AUTO PARTS- Streets	253.92
TAYLOR DYKES- Reimburse Fuel for School	203.34
TOTAL	\$10,050.24

LIBRARY

AMAZON CAPITAL	155.55
DEB TERHUNE- Supplies	110.50
TOTAL	\$266.05

WATER/SEWER FUNDS

HAWKINS CHEMICAL	500.01
POSTMASTER- Water Bill Postage	461.00
WESTERN PEAKS LOGISTICS- Samples	18.34

TOTAL	\$979.35
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AUTOMATIC PAYMENTS

USDA RURAL DEVELOPMENT- Water Project Loan	4,028.00
USDA RURAL DEVELOPMENT- Trunk Sewer Project	1,057.00
EFTPS- Payroll Taxes 05/29/26	5,567.62
TOTAL	\$10,652.62

OFFICE OF THE SUPERINTENDENT

May 15, 2026

Dear City of Whitewood,

At Meade School District 46-1 we are dedicated to providing high-quality, enriching environment for our students and families. We are reaching out to businesses for support to keep our Whitewood after school program affordable for families. With your past donation we have been able to keep the program at a low cost for families, but due to funds we are seeking donations and hope you can help us reach our goal. A donation of any amount would be sincerely appreciated. In return we would be pleased to offer recognition on our social media page. Your support is a direct investment in the future of our students and education.

Thank you for your generosity,

Brett Burditt
Business Office Manager
1230 Douglas Street
Sturgis SD 57785

CITY OF WHITEWOOD
 *VendorTransactions©

Vendor	Comments	Proj	Batch Name	Invoice	Checks	Refer	Po Nbr	Amount
293	MEADE SCHOOL DISTRICT							
2024								
7 JULY	Cash Payment E 101-411-4300 DONATIONS AFTER-SCHOOL PROGRAM		APJULY15	20241	036630	7/15/2024	0	\$5,000.00
			Vendor	293		Total	2024	\$5,000.00
								\$5,000.00

FILTER: [Vendor Nbr]=293 and [Act Year]='2024'

**CITY OF WHITEWOOD
Cory YTD Budget**

Account Descr	2026		JUNE		Balance	2026 % of Budget
	YTD Budget	YTD Amt	2026 Amt	2026 Amt		
101 GENERAL FUND						
411 COUNCIL						
E 101-411-4110 SALARY	\$27,000.00	\$11,250.00	\$0.00	\$15,750.00		41.67%
E 101-411-4115 CONTINGENCY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 101-411-4120 OASI	\$2,100.00	\$860.75	\$0.00	\$1,239.25		40.99%
E 101-411-4210 INSURANCE, BOND, BLDG, E	\$2,000.00	\$0.00	\$0.00	\$2,000.00		0.00%
E 101-411-4220 PROFESSIONAL SERVICES	\$75,000.00	\$32,105.56	\$0.00	\$42,894.44		42.81%
E 101-411-4230 PRINTING	\$3,500.00	\$1,164.77	\$0.00	\$2,335.23		33.28%
E 101-411-4260 SUPPLIES	\$0.00	\$0.00	\$0.00	\$0.00		0.00%
E 101-411-4270 TRAVEL & DUES & TRAINING	\$1,500.00	\$2,266.00	\$0.00	-\$766.00		151.07%
E 101-411-4290 MISCELLANEOUS	\$0.00	\$0.00	\$0.00	\$0.00		0.00%
E 101-411-4300 DONATIONS	\$4,000.00	\$2,500.00	\$0.00	\$1,500.00		62.50%
411 COUNCIL	\$115,100.00	\$50,147.08	\$0.00	\$64,952.92		
412 MAYOR						
E 101-412-4110 SALARY	\$6,600.00	\$2,750.00	\$0.00	\$3,850.00		41.67%
E 101-412-4120 OASI	\$505.00	\$210.40	\$0.00	\$294.60		41.66%
E 101-412-4270 TRAVEL & DUES & TRAINING	\$0.00	\$0.00	\$0.00	\$0.00		0.00%
412 MAYOR	\$7,105.00	\$2,960.40	\$0.00	\$4,144.60		
413 ELECTIONS						
E 101-413-4110 SALARY	\$750.00	\$0.00	\$0.00	\$750.00		0.00%
E 101-413-4260 SUPPLIES	\$150.00	\$0.00	\$0.00	\$150.00		0.00%
413 ELECTIONS	\$900.00	\$0.00	\$0.00	\$900.00		
414 FINANCIAL						
E 101-414-4110 SALARY	\$50,000.00	\$19,480.27	\$0.00	\$30,519.73		38.96%
E 101-414-4111 LEGAL SALARY	\$12,000.00	\$4,500.00	\$0.00	\$7,500.00		37.50%
E 101-414-4120 OASI	\$3,850.00	\$1,461.73	\$0.00	\$2,388.27		37.97%
E 101-414-4130 RETIREMENT	\$3,000.00	\$1,078.83	\$0.00	\$1,921.17		35.96%
E 101-414-4140 WORKMANS COMPENSATION	\$200.00	\$177.32	\$0.00	\$22.68		88.66%
E 101-414-4150 GROUP INSURANCE	\$7,400.00	\$3,081.10	\$0.00	\$4,318.90		41.64%
E 101-414-4151 DELTA DENTAL	\$450.00	\$187.15	\$0.00	\$262.85		41.59%
E 101-414-4210 INSURANCE, BOND, BLDG, E	\$1,300.00	\$0.00	\$0.00	\$1,300.00		0.00%
E 101-414-4220 PROFESSIONAL SERVICES	\$2,500.00	\$1,057.60	\$0.00	\$1,442.40		42.30%
E 101-414-4250 REPAIRS	\$0.00	\$0.00	\$0.00	\$0.00		0.00%
E 101-414-4260 SUPPLIES	\$3,000.00	\$518.53	\$0.00	\$2,481.47		17.28%
E 101-414-4270 TRAVEL & DUES & TRAINING	\$1,000.00	\$150.00	\$0.00	\$850.00		15.00%

- RILEY HOMES LLC

☒ RILEY HOMES LLC
☒ PO BOX 101
☒ SPEARFISH SD 57783

 Relationship	Date of Birth	Phone Number	Tax Identification
Owner	*** ** , ****	*****	EIN **-*****

Additional Relationships
Tax Name: RILEY HOMES LLC

Loan To Date

Date	Description	Transaction Amount	Principal:	Interest:	Principal Balance
Jul 23, 2021	Original Rate	Interest Rate:	5.000000		
Jul 23, 2021	PRINCIPAL ADVANCE	\$500,000.00	\$500,000.00		\$500,000.00
Aug 18, 2021	Regular Payment	\$40,000.00	\$38,219.18	\$1,780.82	\$461,780.82
Sep 10, 2021	Regular Payment	\$1,629.65	\$174.73	\$1,454.92	\$461,606.09
Sep 23, 2021	Regular Payment	\$1,855.50	\$1,033.47	\$822.03	\$460,572.62
Nov 05, 2021	Regular Payment	\$192.05	\$0.00	\$192.05	\$460,572.62
Nov 09, 2021	Regular Payment	\$20,000.00	\$17,226.73	\$2,773.27	\$443,345.89
Nov 18, 2021	Regular Payment	\$33,666.37	\$33,119.78	\$546.59	\$410,226.11
Dec 23, 2021	Regular Payment	\$252.94	\$0.00	\$252.94	\$410,226.11
Feb 25, 2022	Regular Payment	\$689.96	\$0.00	\$689.96	\$410,226.11
Mar 24, 2022	Regular Payment	\$4,502.99	\$0.00	\$4,502.99	\$410,226.11
Apr 21, 2022	Regular Payment	\$2,344.19	\$0.00	\$2,344.19	\$410,226.11
Jun 07, 2022	Regular Payment	\$20,000.00	\$16,494.83	\$3,505.17	\$393,731.28
Jun 10, 2022	Regular Payment	\$39,752.16	\$39,590.36	\$161.80	\$354,140.92
Jun 24, 2022	Regular Payment	\$4,623.49	\$3,944.32	\$679.17	\$350,196.60
Jul 22, 2022	Regular Payment	\$422.07	\$0.00	\$422.07	\$350,196.60
Aug 19, 2022	Regular Payment	\$428.21	\$0.00	\$428.21	\$350,196.60
Oct 20, 2022	Regular Payment	\$191.89	\$0.00	\$191.89	\$350,196.60
Nov 29, 2022	Regular Payment	\$42,272.37	\$35,734.97	\$6,537.40	\$314,461.63
Dec 23, 2022	Regular Payment	\$252.67	\$0.00	\$252.67	\$314,461.63

Cory Heckenlaible

From: Melanie Oler <Melanie.Oler@ktllp.com>
Sent: Wednesday, May 20, 2026 4:40 PM
To: Cory Heckenlaible
Subject: RE: TIFD 2

Good afternoon, Cory!

I show that the loan was for \$461,780.82; Principal Paid is \$491,765.31 and Interest Paid is \$74,057.75. Resulting in an overpayment of principal of \$29,984.49.

Sincerely,



Melanie Oler

er
Associate
Audit Department

605-593-8754

605-342-5630

810 Quincy Street
Rapid City, SD 57701

Melanie.Oler@ktllp.com ktllp.com



Pay Online

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From: Cory Heckenlaible <Cory@cityofwhitewood.com>
Sent: Wednesday, May 20, 2026 2:40 PM
To: Melanie Oler <Melanie.Oler@ktllp.com>
Subject: TIFD 2

CAUTION: This email originated from outside Ketel Thorstenson. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello,

Do you have a total amount we have paid on the TIFD handy? Thank you.

Cory C. Heckenlaible
Finance Officer
City of Whitewood

(8) Payments and grants made, at the discretion of the governing body, which are found to be necessary or convenient to the creation of tax incremental districts, the implementation of project plans, or to stimulate and develop the general economic welfare and prosperity of the state.

All of the above are estimates of the costs involved in the project, and the actual total may be greater or smaller. An itemized listing of the estimated costs is set forth on Schedule 1 for phase 1, as well as listed below. The infrastructure costs have come in at \$397,850 for actual infrastructure costs. Being the Developer will have to borrow for this amount, plus be responsible for all professional fees and interest on this loan, the City will authorize \$800,000 to be reimbursed to the Developer to cover those costs. Should the interest expense be higher than projected, the Developer will bear those risks. Should the TIF revenue fall short of projections and cause more interest expense, the Developer will bear that risk. This amount of \$800,000 is the controlling value with respect to authorized TID Project Costs, Phase #1, rather than the particular line item amounts contained in the above Chart and Schedule 1. The line item categories proposed are for guidance only, and actual costs will be determined upon completion of the improvements. The above total represents eligible Project Costs. Only such amounts as are feasible will be allowed by the City or by monetary obligation.

Listed below are the infrastructure costs for the housing development that are actual costs tabulated from the bids from various contractors

TWIN PARKS PHASE 2A, WHITEWOOD, SD SEPTEMBER 8, 2017

DESCRIPTION	UNIT/QUANTITY	EATON	HIGHMARK	RCS	MCDIRT	AINSWORTH	HILLS	ABL
MOBILIZATION	LS/1	\$29,976	\$19,000	\$49,501	\$19,810	\$10,834	\$59,000	\$24,000
INCIDENTAL WORK	LS/1	\$10,000	\$5,000	\$8096	\$10,850	\$12,322	\$53,235	\$12,600
TRAFFIC CONTROL	LS/1	\$1500	\$1,980	\$1125	\$1780	\$4,766	\$1,800	\$3,400
TOPSOIL	CY/1564	\$3/\$4692	\$8/\$12,512	\$7.30/\$11,417	\$2.50/\$3910	\$2.40/\$4,379	\$2.75/\$4,301	\$8/\$12,512
EXCAVATION	CY/1954	\$5/\$9770	\$10/\$19,540	\$7.28/\$14,225	\$3.37/\$6584	\$3.40/\$7475	\$3.75/\$7327	\$12/\$23,448
8" SEWER MAIN	LF/1275	\$20/\$25,500	\$28.75/\$36,656	\$29.26/\$37306	\$34.65/\$44178	\$39.35/\$50171	\$27.50/\$35062	\$48/\$61,200
MANHOLES	EA/3	\$3500/\$10,500	\$4,875/\$14,625	\$3,210/\$9632	\$3325/\$9976	\$3777/\$11332	\$5354/\$16062	\$4150/\$12450
SEWER SERVICES 4"	EA/21	\$750/\$15,750	\$450/\$9,450	\$954/\$2046	\$1450/\$30450	\$1646/\$34583	\$2000/\$42,000	\$1400/\$28,400
SEWER SERVICES 6"	EA/3	\$826/\$2,478	\$575/\$1,725	\$1044/\$3134	\$1675/\$5025	\$1902/\$5706	\$2025/\$6075	\$1800/\$5400
8" WATER MAIN	LF/663	\$31/\$20,353	\$29.75/\$19,724	\$35.09/\$23264	\$31.30/\$20751	\$35.50/\$23516	\$34.25/\$22707	\$41.50/\$27,514
6" WATER MAIN	LF/577	\$29/\$16,156	\$26.50/\$15,290	\$30.89/\$17823	\$28/\$16156	\$32/\$18464	\$29.35/\$16934	\$39.50/\$22,791
8" VALVES	EA/2	\$1800/\$3600	\$1,650/\$3,300	\$1372/\$2744	\$1850/\$3700	\$2215/\$4430	\$1685/\$3370	\$2850/\$5700
6" VALVES	EA/2	\$1800/\$3600	\$1,200/\$2,400	\$1013/\$2026	\$1205/\$2410	\$1369/\$2738	\$1100/\$2200	\$2850/\$5700
FIRE HYDRANT	EA/1	\$3100/\$3100	\$5,150/\$5,150	\$4251/\$4251	\$5800/\$5800	\$6960/\$6960	\$3485/\$3485	\$4850/\$4850
1" WATER SERVICE	EA/21	\$1200/\$25,200	\$740/\$15,540	\$1311/\$27549	\$1550/\$32550	\$1760/\$36965	\$1750/\$36750	\$1420/\$29920
2" WATER SERVICE	EA/3	\$2000/\$6000	\$1,240/\$3,720	\$1835/\$5505	\$2156/\$6468	\$2460/\$7380	\$2840/\$8520	\$1800/\$5700
10" SLOUK FALLS INLET	EA/2	\$6500/\$13,000	\$10,500/\$21,000	\$8844/\$17788	\$11565/\$23130	\$13248/\$26497	\$10140/\$20280	\$9250/\$18500
42" RC ARCH PIPE	LF/30	\$120/\$3600	\$176/\$5,280	\$433/\$12992	\$387/\$11610	\$439/\$13185	\$517/\$15510	\$320/\$9600
42" RC ARCH FLARED	EA/1	\$2500/\$2500	\$1585/\$1585	\$1618/\$1618	\$2050/\$2050	\$2329/\$2329	\$1860/\$1860	\$2860/\$2860
CURB/GUTTER TYPED	LF/2175	\$19/\$41,325	\$22.50/\$48,938	\$19.34/\$42064	\$18.80/\$40940	\$16/\$34800	\$17.50/\$37875	\$28.50/\$61987
FILLET/VALLEY GUTTER	SF/364	\$20/\$7,280	\$20.25/\$7,371	\$20.91/\$7611	\$19.16/\$6974	\$18.25/\$6643	\$10.50/\$3812	\$24/\$8736
HANDICAP RAMPS	SF/30	\$50/\$1500	\$28/\$1,400	\$23.76/\$7128	\$47.25/\$14175	\$45/\$1350	\$22/\$660	\$52/\$1560
AGG BASE COURSE	TON/2690	\$15/\$40,350	\$21/\$56,490	\$17.36/\$46698	\$20.36/\$52758	\$23.25/\$60542	\$19/\$49170	\$24/\$64560
ASPHALT PAVING	TON/740	\$80/\$59,200	\$81.50/\$60,310	\$81.31/\$60,169	\$77.25/\$57165	\$82/\$60680	\$83/\$61420	\$120/\$88800
EROSION CONTROL	LS/1	\$2000/\$2000	\$3,800/\$3,800	\$2030/\$2030	\$5625/\$5625	\$4358/\$4358	\$1800/\$1800	\$8800/\$8800
50' ST. EMERGENCY ACCESS ROAD	LS/1	\$30,000/\$30,000	\$13,750/\$13,750	\$34994/\$34994	\$33382/\$33382	\$37912/\$37912	\$36000/\$36000	\$42680/\$42680
30" RC ARCH PIPE	LF/84	\$80/\$6720	\$131/\$11,004	\$143.38/\$12043	\$280/\$23520	\$318/\$26712	\$127.25/\$10689	\$160/\$13440
UTILITY TRENCHING	LF/2000	\$1/\$2000	\$8/\$16,000	\$4.46/\$8920	\$10.50/\$21000	\$12/\$24,000	\$11.50/\$23000	\$12.50/\$25000
BASE BID		\$397,850	\$432,540.50	\$465,751	\$502,758.27	\$543,301.95	\$591,044.20	\$633,649.50

5. If an agreement is reached between a developer and a City, the parties reduce the agreement to a contract.

6. In June 2017 the City of Whitewood by resolution created TID District Number 2. On September 20, 2017 the City and the Defendant signed the "Project Plan." Attached as Exhibit 1. The Project Plan outlines the intention of the parties, describes the development and the expectations of each party.

7. The Project Plan provides that the Defendant will build the Twin Parks II Subdivision and build a road.

8. The Project Plan promises to disburse all positive tax increments created within the district to the Defendant in exchange for the promise of the defendant to install infrastructure. The City acts as a conduit, simply collecting the increments and disbursing them to the defendant as they become available.

9. The Project Plan indicates Twin Parks II will be built approximately 1,500 feet south east of the junction of Laurel and Meade Streets. The subdivision is to be accessed via South Street. South Street is a platted but undeveloped right of way which will be built into a road for the subdivision and improved as detailed in "Phase 1" and "Phase 2."

10. The Project Plan contractually obligates a total of \$1,500,000 for South Street infrastructure. \$800,000 for Phase 1 and \$700,000 for Phase 2.

11. Phase 1 requires the defendant to create the road surface, drainage and install, water, sewer and electrical utilities. Phase 1 also requires approximately 250 feet of South Street to be asphalted with curb and gutter on the subdivision side. The remaining 1,250 feet of South Street must be improved; but asphalt, curb and gutter is not required.

12. Phase 2 requires the defendant to fully pave, curb and gutter the remainder of South Street to the junction. It also requires installing water, sewer electrical, "stub outs," road and drainage sufficient to City standards.



RICHTER'S TIRE & EXHAUST

701 Lazelle Street, Sturgis, SD 57785
(605) 720-8473 · richterstire08@gmail.com

Ram

Estimate of Work Inspection Report Visit Details

1 Select to approve or decline recommended jobs

Suggested Work

APPROVE ALL JOBS

▼ REAR BRAKES			
Labor		Hours	Total
Brake Components - Brakes, R&R - Rear Pads		1.10	\$131.95
NOTE - To R&I Or R&R Rotor		0.48	\$57.58
Part	Qty	Retail	Total
QuietCast Ceramic Brake Pads Disc Brake Pad Set BC1498	1	\$100.52	\$100.52
Disc Brake Rotor 18A2792A	2	\$117.62	\$235.24
Premium Coated Caliper w/ Installation Hardware 89X17758A	2	\$145.86	\$291.72
Premium Coated Caliper w/ Installation Hardware 89X17758B	1	\$145.86	\$145.86
Fee			Total
Shop supplies			\$39.58

RAM

Job Total
\$1,002.45

APPROVE or DECLINE

Diagnosis

▼ LEFT FRONT CV AXLE

Labor	Hours	Total	
Remove & Replace Front CV Axle Assembly (One Side)	2.07	\$248.30	
Part	Qty	Retail	Total
CV Axle Shaft			
CH8255	1	\$233.94	\$233.94
Fee			Total
Shop supplies			\$28.93
			Job Total \$511.17

APPROVE or DECLINE

▼ ALIGNMENT

Labor	Hours	Total	
ALIGNMENT	1.00	\$119.95	
Fee			Total
Shop supplies			\$7.20
			Job Total \$127.15

APPROVE or DECLINE

Note:

CHAPTER 52: GARBAGE AND REFUSE

General Provisions

52.01 Definitions

Charges for Collections

52.15 Rates

52.16 Appeal for reconsideration

52.17 Appeal for rate change, commercial unit

52.18 Application for rate reduction, both units

52.19 Common Council powers regarding rate changes

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Collection Regulations

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52.37 Containers; commercial units

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GENERAL PROVISIONS

§ 52.01

DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

CITY. The City of Whitewood, South Dakota.

COLLECTOR. The same as **COLLECTOR OF REFUSE.**

COLLECTOR OF REFUSE. A person holding a license from the city to collect garbage and rubbish, as provided in this chapter.

COMMERCIAL UNIT.

(1) Any type of business unit, which has a permanent location. Each separate office and each separate business is one separate **COMMERCIAL UNIT** regardless of how many of the units might be in the same building.

(2) Each motel, hotel, tourist court, church, school building, and hospital shall be deemed to be a **COMMERCIAL UNIT**. Dormitories and rooming houses, at which the roomers also obtain their meals, shall be deemed to be a **COMMERCIAL UNIT**.

DUMPSTER. A container used to dispose of a large mass of rubbish or garbage that can be attached to the collector's truck to facilitate the emptying of the **DUMPSTER**.

FAMILY DOMESTIC UNIT.

(1) Any single independent family unit irrespective of the number of persons constituting such family, but shall not include a situation where one or more independent families may be living together in any single residence or abode, but in such situation each of such independent families shall be deemed and regarded as a separate and distinct **FAMILY DOMESTIC UNIT**; each independent family unit living in multiple dwelling residences, apartment houses, or any type of residence including trailer houses, shall each be deemed a **FAMILY DOMESTIC UNIT** for the purpose of this chapter.

(2) Rooming houses, at which the roomers do not obtain their meals, shall be deemed to be one **FAMILY DOMESTIC UNIT.**

GARBAGE. Includes kitchen refuse, an accumulation of animal and vegetable matter which attends the preparation, cooking, and eating of food, and including cans, bottles, and ashes.

MULTIPLE DWELLINGS. A structure designed or used for residential occupancy by two or more families living independently of each other.

PERSON. Every person, firm, partnership, association institution, and corporation.

RUBBISH. Includes paper, boxes, and cartons, all household wastes other than garbage, all wastes from commercial units, clipped grass, tree leaves, and other wastes from gardens and lawns, trimmings of trees, and all nonperishable wastes, but shall not include building wastes and dead trees, or limbs or branches therefrom.

(Prior Code, §
50.01)

CHARGES FOR COLLECTIONS

§ 52.15 RATES.

It is hereby determined that the reasonable and necessary charges to be levied, imposed, and collected for said garbage and rubbish collection, and disposal, in order to provide proper sanitary control within the city, shall be those rates as agreed upon by the city and Waste Connections, Inc. A copy of said agreement shall be kept on file with the City Finance Officer.

(Prior Code, § 50.20)

§ 52.16 APPEAL FOR RECONSIDERATION.

The City Finance Officer shall rate commercial units according to the provisions of this chapter. Should the person in charge of the unit being rated ask for reconsideration or adjustment, he or she shall file with the City Finance Officer a written complaint, and the same shall be referred to the Common Council for adjustment.

(Prior Code, § 50.21)

§ 52.17 APPEAL FOR RATE CHANGE, COMMERCIAL UNIT.

If a person in charge of a commercial unit feels that his or her rating should be changed from time to time, he or she may so inform the City Finance Officer, and the City Finance Officer shall have the power to change the rating if the situation warrants such action. If the said person disagrees with the action of the City Finance Officer he or she may file a complaint with the Common Council as hereinbefore provided.

(Prior Code, § 50.22)

§ 52.18 APPLICATION FOR RATE REDUCTION, BOTH UNITS.

The head of any family domestic unit or commercial unit shall have the right to make written application provided to the Common Council to be given a rate reduction below the minimum rates herein provided, and to make either a written or oral showing to the Common Council that the amount of garbage and rubbish which has been, or will be, hauled from the applicant's unit is negligible and far below the average of the particular type of unit. If the applicant makes said showing to the satisfaction of the Common Council, the Common Council shall have the power to authorize a rate reduction to that applicant to any amount below the minimum being justified, depending upon the amount of garbage and rubbish to be hauled from that unit. The Common Council shall have the power, after due notice is given to a unit, to cancel at any time a rate reduction given to that unit under the provisions of this section. (Prior Code, § 50.23)

§ 52.19 COMMON COUNCIL POWERS REGARDING RATE CHANGES.

The city shall have the power at any time, by the passage of a city ordinance, to lower or raise the charges herein set forth. The city shall have this power before the expiration of any license, which might be granted to a collector under the provisions of this chapter. The garbage collector, upon being awarded a license for garbage collection in the city, is charged with the knowledge of the right of the city to adjust rates, as in this section provided, and shall be deemed to have accepted a license of garbage collector subject to such right of the city.

(Prior Code, § 50.24)

§ 52.20 BILLING; FAILURE TO PAY.

(A) All charges for services, as provided for in § 52.19, shall be paid either to the collector or the City Finance Officer upon bills to be rendered by the collectors or the City Finance Officer. All units shall be billed once a month.

(B) If the charges are not paid in full within ten days after the bill is sent, the collectors or city employee shall not be obligated to collect and dispose of the garbage and rubbish from that unit until such time that all charges are paid up to date.

(Prior Code, § 50.25)

COLLECTION REGULATIONS

§ 52.35 FREQUENCY OF COLLECTION.

The collectors or the personnel hired by the city shall collect, remove, and dispose of all garbage and rubbish from the family domestic units of the city at least once each week, and from the commercial units of the city as shall be required for proper sanitation, and as shall be determined by

the City Health Officer; provided, however, if the garbage and rubbish is not properly prepared for collection, as provided in §§ 52.36 and 52.37, the collectors or the city's employees shall not be obligated to collect and dispose of the garbage and rubbish.

(Prior Code, § 50.40) Penalty, see § 10.99

§ 52.36 CONTAINER REGULATIONS.

All family domestic units within the city shall provide one or more water-tight metal or plastic cans with tightly fitted covers; sufficient cans shall be provided to hold at least one week's accumulation of garbage. Metal garbage cans shall be galvanized. Metal or plastic cans shall not have a capacity of any more than 35 gallons. All garbage shall be placed in such cans. No family units shall place any garbage in a garbage can without having drained off the moisture and wrapped it in a waterproof bag to avoid odor and freezing to the garbage can. Ashes must be cold before being placed in any garbage container. All rubbish shall be, wherever practical and possible, either placed in

garbage cans or suitable and sufficiently strong containers to adequately hold and confine such waste materials. Garbage cans shall be provided with suitable handles. All multiple dwellings furnished garbage collection by the city shall only use dumpsters to dispose of their garbage or refuse.

(Prior Code, § 50.41) Penalty, see § 10.99

§ 52.37 CONTAINERS; COMMERCIAL UNITS.

All commercial units shall provide large, suitable, and sufficient numbers of containers for both collection of garbage and rubbish, as shall be determined necessary by the Common Council, to contain and secure said garbage and rubbish and for proper sanitation, fire safety, and convenience of handling. (Prior Code, § 50.42) Penalty, see § 10.99

§ 52.38 CONTAINERS; LOCATION.

All garbage cans and rubbish to be hauled under the provisions of this chapter shall be placed on the premises adjacent to an alley bordering on said premises so as to be accessible from the alley adjoining the premises. Where no alley is available, garbage cans and rubbish shall be placed at any other convenient location where the garbage collector would have to carry the garbage or rubbish over a distance of more than 20 feet.

(Prior Code, § 50.43) Penalty see § 10.99

§ 52.39 COMPULSORY AND UNIVERSAL SYSTEM.

The maintenance of health, sanitation, and safety require, and it is the intention hereof, to make the collection, removal, and disposal of garbage and rubbish within the city compulsory and universal.

(Prior Code, § 50.46)

§ 52.40 BINS FOR RECYCLABLE MATERIALS.

(A) All bins designated to hold recyclable materials within the city shall be clearly marked as to the type of materials which are to be deposited in a particular bin. It shall be unlawful for any person to deposit in any bin any material or substance, which is not specified on the bin labels.

(B) Any person depositing household garbage in a bin for recyclable materials shall, at a minimum, be sentenced to pay a fine of \$100.

(Prior Code, § 50.47) Penalty, see § 10.99

§ 52.40.1 YARD WASTE.

(A) For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

LITTER. Any discarded, used, or unconsumed substance or waste, including, but not limited to: any garbage; trash; refuse; debris; rubbish; newspaper; magazine; glass; metal; plastic; or paper containers or other packaging construction material; abandoned motor vehicle, as defined in SDCL § 32-36-2; motor vehicle parts; furniture; oil; carcass of a dead animal; any nauseous or offensive matter of any kind; any object likely to injure any person or create a traffic hazard; or anything else of an unsightly or unsanitary nature, which has been discarded, abandoned, or otherwise disposed of improperly.

YARD WASTE. Any grass clippings or other lawn or garden waste, leaves, or branches.

(B) This city has been required by the state to create and maintain a yard waste disposal site for the purpose of dumping, depositing, dropping, throwing, discarding, or leaving yard waste.

(1) This site is located at Whitewood Brush Pile

(2) This site shall be operated and maintained by the city.

(3) Rates for the use of the yard waste disposal site shall be established by resolution by the City Council.

(4) The use of the site is restricted to residents only, except that a non-resident may use said site by first applying for a special permit at the Finance Office, for which there will be a fee of an amount established by the City Council by resolution, which is on file at the Finance Office.

(5) The site will be open between the hours of the day and the days of the week as established by resolution of the City Council, to be amended from time to time as the need exists, which resolution is on file at the Finance Office.

(6) Only yard waste may be disposed of at the yard waste disposal site.

(7) It shall be unlawful to dump, deposit, drop, throw, discard, leave, cause or permit the

dumping, depositing, dropping, throwing, discarding, or leaving of any litter at the yard waste dump site.

(C) The city will operate a city-wide clean-up site at its discretion.

(1) The city-wide clean-up site will be open as established by resolution of the City Council, to be amended from time to time as the need exists, which resolution is on file at the city's Finance Office.

(2) Rates for the use of the of the city-wide clean-up site shall be established by resolution by the City Council.

(3) The use of the city-wide clean-up site is restricted to city residents only.

(4) All items deposited at the city-wide clean-up site shall be declared abandoned property upon depositing the same.

(5) It shall be unlawful for any person, firm, corporation, or business to do any of the following at the city-wide clean-up site:

(a) Dump, deposit, discard, or leave any refuse that is prohibited;

(b) Disregard the site caretaker's directions;

(c) Retrieve, take away, or remove any rubble without written permission from the city;

(d) Use the city-wide clean-up site unless a resident of the city; and/or

(e) Use the city-wide clean-up site when it is closed to public use, except by special permission of the city.

(D) The established rate for the yard waste disposal site and city-wide clean-up program is a monthly fee of \$1, to be billed on the utility bills of all residents.

§ 52.41 UNLAWFUL TO ALLOW GARBAGE TO ACCUMULATE FOR MORE THAN ONE WEEK.

It shall be unlawful for any person to allow garbage and rubbish to accumulate and collect in the city beyond a period of one week.

(Prior Code, § 50.44) Penalty, see § 10.99

§ 52.42 WHERE DUMPING PROHIBITED.

It shall be unlawful for any person to bury, burn, or dump garbage or rubbish upon any street, alley, public place, or private place within the city or within one mile of the city limits. Rubbish, excepting paper, cardboard, or wood containers in commercial quantities, may be burned on private property in furnaces, in outside fireplaces, or private incinerators.

(Prior Code, § 50.45) Penalty, see § 10.99

§ 52.43 PENALTY.

(A) Any person violating any provision of this chapter for which no specific penalty is prescribed shall be subject to § 10.99 of this code of ordinances.

(B) Any person found to be in violation of § 52.40.1 shall pay a fine of \$150 per occurrence.

(C) Any person found to be in violation of § 52.40.1 (A) and (B) shall be subject to a fine to not exceed \$200 or 30 days in jail, or both.