

AGENDA
REGULAR WHITEWOOD COUNCIL MEETING
December 1, 2025, 5:30 PM
CITY HALL

1. CALL THE MEETING TO ORDER.
2. ROLL CALL
3. APPROVE MINUTES from Regular Meeting on November 17, 2025.
4. APPROVE THE CLAIMS.
5. THIRD AMENDMENT TO WATER AGREEMENT THREE PEAKS WATER ASSOC.
6. APPROVE SECOND READING ORDINANCE 2025-04- A SUPPLEMENTAL APPROPRIATION TO APPROPRIATION ORDINANCE 2024-05.
7. WW BUCK CHRISTMAS BONUS.
8. PART-TIME LIBRARY AIDES WAGE INCREASE \$1.50/HR.
9. SIGN TO PROMOTE WHITEWOOD ELEMENTARY.
10. APPROVE QUOTE FOR CROOK CITY RD. FIRE HYDRANT REPAIR.
11. SET DATE FOR 2026 ELECTION & APPROVE COMBINED VOTING AGREEMENT.
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. NEXT REGULAR COUNCIL MEETING - Monday, December 15, 2025, at 5:30pm
15. ADJOURN

REGULAR WHITEWOOD COUNCIL MEETING**November 17, 2025**

The Whitewood City Council met in regular session on Monday the 3rd of November 2025 at City Hall. Mayor Mitch Harmon called the meeting to order at 5:30 pm, with Council members Roxie Cooper, Jeremy Noren, Sara Fitzgerald, Ken Noren, Jerry Davidson, and Shelbi Bulat present. City Attorney Fitzgerald, Police Chief Bach, Building Official Smit, and Finance Officer Heckenlaible were also present.

Action 2025-182

Motion by Davidson, seconded by Cooper, to approve the minutes from the regular meeting on November 3, 2025. All members present voting yes, motion carried.

Action 2025-183

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

CLAIMS- NOVEMBER 17, 2025**GENERAL LEDGER**

DELTA DENTAL- Employee Dental Insurance	633.40
HEALTH POOL OF SD- Employee Health Insurance	8,188.53
UNITED HEALTH CARE- Employee Life Insurance	62.40
TOTAL	\$8,884.33

GENERAL FUND

A&B BUSINESS SOLUTIONS- Police	59.99
A&J SUPPLY- Streets 198.29, Shop 86.63	284.92
ALL NET CONNECTIONS- City Hall	91.00
AMAZON CAPITAL- Shop 39.59, Police 664.54	704.13
BH ENERGY- HH 99.23, CH 88.07, Police 183.37, Shop 166.53, Parks 134.56, Lights 1180.66	1,852.42
BUTTE ELECTRIC- Exit Lights	463.45
RUNNINGS- Shop	159.36
DSR INC.-Road Grader Maintenance	692.97
BJ'S COUNTRY STORE- City Hall 61.99, BI Fuel 133.23, Police Fuel 441.17	636.39
MONTANA DAKOTA- Shop 70.07, Police 44.17, City Hall 117.35, Hale Hall 53.85	285.44
RICHTERS TIRE & EXHAUST- Police	682.41
SONSET STATION- PW Fuel	115.00
SOUTHERN GLAZERS- November Liquor	763.59
TRUGREEN COMMERCIAL	1,094.03
WAREING BELLE FOURCHE- Bldg Insp Truck	112.33
REPUBLIC NATIONAL- November Liquor	2,918.03
WESTERN STATIONERS- City Hall	38.99
SUNDANCE STATE BANK- Riley TIFD	70,432.42
BH PIONEER- Legal Publications	130.58
TOTAL	\$81,517.45

LIBRARY

A&B BUSINESS SOLUTIONS	155.51
AMAZON CAPITAL	617.45
BH ENERGY	114.21

CE CONSTRUCTION- Door	4,170.42
MONTANA DAKOTA	23.70
TOTAL	\$5,081.29

WATER/SEWER FUNDS

A&J SUPPLY	57.46
BH ENERGY	1,630.52
BUTTE ELECTRIC- Treatment Plant 1953.40, Booster Station 1117.83	3,071.23
DAN'S DUMPSTERS	100.00
MIDCONTINENT TESTING LABS	1,314.75
MONTANA DAKOTA	235.38
ONE CALL	9.45
POSTMASTER	305.00
WESTERN PEAKS- Samples	121.56
SD PUBLIC ASSURANCE ALLIANCE- Booster Station Insurance	670.18
SONSET STATION- PW Fuel	115.00
TOTAL	\$7,630.53

AUTOMATIC PAYMENTS

USDA RURAL DEVELOPMENT- Storm Sewer	1,226.50
USDA RURAL DEVELOPMENT- Laurel Stret Project	3,254.00
EFTPS- Payroll Taxes 11/14/25	5,655.42
TOTAL	\$10,135.92

Action 2025-184

Motion by Cooper, seconded by J. Noren, to approve the third amendment to the water agreement with Three Peaks Water Association (Spearfish Mountain Ranch). All members present voting nay, motion denied.

Action 2025-185

Motion by J. Noren seconded by K. Noren, to set the date for the 2026 election at a later date. All members present voting yes, motion carried.

Action 2025-186

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

Action 2025-187

Motion by J. Noren, seconded by Fitzgerald, to approve raising the part-time certified police officer's wage to \$27.00 per hour. Roll call, all members present voting yes, motion carried

Action 2025-188

Motion by Davidson, seconded by Bulat, to approve a special event liquor license for Bullwackers on December 6, 2025, at Hale Hall for the Festival of Trees. All members present voting yes, motion carried.

There being no further business, the meeting was adjourned at 5:57 PM.

MITCHELL U. HARMON
Mayor

Attest:

CORY HECKENLAIBLE
Finance Officer

CLAIMS- December 1, 2025**ESTIMATED WAGES –DECEMBER 2025 (2 pay periods)**

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

GENERAL LEDGER

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

GENERAL FUND

WASTE CONNECTIONS- Garbage Collection	4,269.54
A&B BUSINESS SOLUTIONS- Police 171.37, City Hall 237.63	409.00
ALL NET CONNECTIONS- Microsoft 365 Renewal 117.00, Police 113.75, Server 273.00	503.75
AMAZON CAPITAL- Police 1047.63, Hale Hall 56.47, Shop 142.53	1,246.63
BLUEPEAK- Police 372.21, City Hall 403.82	776.03
CLARK PRINTING- A/P Checks	173.85
SOUTHERN GLAZERS- November Liquor	1,310.84
RAMAKER & ASSOCIATES- Cemetery CIMS Annual Dues	1,819.13
AT&T MOBILITY	430.00
REPUBLIC NATIONAL- November Liquor	368.43
TOTAL	\$11,307.20

LIBRARY

AMAZON CAPITAL	120.19
BLUEPEAK	203.64
TOTAL	\$323.83

WATER/SEWER FUNDS

AMAZON CAPITAL	73.41
FERGUSON WATERWORKS	1,113.75
HAWKINS CHEMICAL	496.44
TOTAL	\$1,683.60

AUTOMATIC PAYMENTS

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

Prepared by:
John M. Fitzgerald
PO Box 1231
Rapid City, SD
57709-1231
Phone 605 519-1118
john@cityofwhitewoodattorney.com

THIRD AMENDMENT TO WATER SERVICE AGREEMENT

This Third Amendment to the Water Service Agreement ("Amendment") between Three Peaks Water Association, LLC, a South Dakota limited liability company (the "Water Association"), Spearfish Mountain Ranch, LLC a Delaware Limited Liability Company and the City of Whitewood, a municipal corporation organized under the laws of the State of South Dakota (the "City") is dated October 1, 2025. This document is intended to *run with the land* and act as a covenant between the parties.

Background :

A. The Water Association (as successor to Spearfish Mountain Ranch LLC) and the City are parties to that certain Amended and Restated Spearfish Mountain Ranch LLC Water Service Agreement dated January 19, 2023 as amended by First Amendment to and Assignment of Water Service Agreement dated December 18, 2023 (collectively, the "Water Service Agreement") and then further amended by the Second Amendment to Water Service Agreement dated February 27th 2024 under which the City agreed to provide water to the property described in the Water Service Agreement under the terms and conditions stated in the Water Service Agreement

B. Omitted from all of the aforementioned documents above is the fact that Spearfish Mountain Ranch, LLC predecessor in interest to Three Peaks Water Association, LLC hereafter a "Pump House," also known as a "Booster Station," referred to in this document as "Pump House," at its own cost and expense for the subdivision of Spearfish Mountain Ranch. The City of Whitewood has incurred predictable electrical bills, repair bills and

otherwise has sustained damage to the building by virtue of vandalism committed against the building. The City intends to purchase and install a security system to guard against damage in the future. To date the City of Whitewood has incurred \$13,597.24 in electrical bills, \$675.63 in repair costs \$172.43 in supplies and is in process of purchasing a security camera system for and in the amount of \$3,799.97. The total of all these costs is \$18,245.27.

C. Unrelated from the expenses, the City of Whitewood was under the incorrect assumption that the Water Association owned the pump house or held the pump house in trust until a certain number of incidental construction items were completed. At the time in which these items were completed the City would accept ownership. These incidental items are commonly known as "punch list items." The Water Association never believed it owned or held the Pump House in trust for the City of Whitewood but rather believed the City always owned the pump house.

D. The President of the Board of Directors of the Water Association was not aware of the damage to the Pump House. The Water Association believes the Pump House should not be an expense to the City of Whitewood.

E. Therefore the Three Peaks Water Association and the City of Whitewood desire to modify the Water Service Agreement as hereinafter set forth

Agreement

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

COSTS:

1a. Electrical Costs: At each regular billing cycle the City of Whitewood shall invoice the Water Association for reimbursement of the Pump House's electrical costs. The City will pay the electrical costs and then send an invoice along with a copy of the electrical provider's bill to the Water Association. The Water Association shall then send a draft or money order to the City of Whitewood for reimbursement of that cost within 30 days of receipt of the City's invoice.

1b. Regular Repair and Supply Costs: Any regular repair or regular maintenance costs or

Revised 11262025 Third Amendment to WSA and City of Whitewood

supply costs of the pump house will be paid promptly by the City. Within 30 days of payment, the City of Whitewood will invoice the Water Association for reimbursement. The Water Association will provide reimbursement to the City within 30 days of receipt of the City's invoice. Regular repair or regular maintenance costs include all those items within the pump house that require replacement or remediation during the life of the pump house and which were installed by January 1, 2025. Supply costs are items consumed within 12 months by virtue of the operation of the pump house.

1c. Extraordinary Costs: The addition of new equipment or fixtures which does not replace existing equipment, which was installed by January 1, 2025 will be paid for by the City of Whitewood. The City shall invoice the Water Association and the Water Association may reimburse the City at its discretion.

1d. Insurance: The City of Whitewood shall insure the premises of the pump house immediately after this agreement is signed.

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

1f. Quit Claim: The Water Association quits any and all right title in interest in the property upon which the pump house is located. Execution of a formal and recordable Quit Claim Deed shall follow the execution of this agreement. The Quit Claim deed along with this document are meant to formalize and terminate any claim of ownership or control Three Peaks, its successors or predecessors in interest would have as to the Pump House, and any of its fixtures.

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

2a. Recording: This document as well as the quit claim deed shall both be recorded in the Lawrence County Register of Deeds Office by the City Attorney for the City of Whitewood immediately after both documents have been executed

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

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

5. Term. The term of the water agreement is modified to be a perpetual agreement and not a 10 year agreement with rights to extend. The City however retains the right to reduce water services in the event of a City shortage.

5a. Water Quantity Guarantee: The City of Whitewood hereby covenants and agrees that it shall at all times maintain the water quantity necessary which enters the pump house from the City's water storage so that the pump house is able to transfer from the pump house to the Water Association's meter, 500 gallons per minute of water at all times except when due to City wide shortages. This water travels through the Water Association's meter to the Water Association's water storage area(s), but the covenant to deliver 500 gallons per minute of water is measured from the pump house to this meter. The City further covenants that it shall not agree to deliver,, deliver, transfer, sell, or assign any water from this pump house to any other purchaser whether corporate or individual, if such sale, delivery or transfer would compromise its covenant to the Water Association to maintain the quantity necessary to deliver 500 gallons of water per minute.

5b. Separate Meter: Any water sold, delivered, purchased or transferred to any party from the pump house shall be separately metered and shall not result in any increased costs or reduction in quality of the water sold to the water association.

6. Counterparts; Electronic Signatures. This Amendment may be executed in one or more counterparts and all so executed shall constitute one agreement, binding on all the parties

hereto, even though all parties are not signatories to the original or the same counterpart. Any counterpart of this Amendment that has attached to it separate signature pages, which altogether contain the signatures of all parties, shall for all purposes be deemed a fully executed instrument. A copy of this Amendment sent by executed by pdf or by electronic signature such as, by way of example only, DocuSign or Adobe Sign, shall be deemed an original for all purposes and the electronic signature of a party shall have the same effect as an original signature.

Dated this ____ day of _____, 2025

(SEAL)

THREE PEAKS WATER ASSOCIATION, LLC
A South Dakota Limited Liability Company

Gerard Keating
Its: President

Dated this ____ day of _____, 2025

(SEAL)

SPEARFISH MOUNTAIN RANCH, LLC
A Delaware Limited Liability Company

Gerard Keating
Its: President

STATE OF _____)
) ss.
COUNTY OF _____)

On this the ____ day of _____, 2025, before me, the undersigned officer, personally appeared Gerard Keating, who held himself out to be the President of Three Peaks Water Association, LLC and the President of Spearfish Mountain Ranch, LLC whose names are subscribed to the within instrument and acknowledged that he, being fully authorized to act for Three Peaks Water Association, LLC, and Spearfish Mountain Ranch, LLC executed the same on behalf of the company for the purposes therein contained.

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

(SEAL)

Notary Public, State of

My commission expires:

Revised 11262025 Third Amendment to WSA and City of Whitewood

CITY OF WHITEWOOD,
a South Dakota Municipal Corporation

By: Mitch Harmon
The City of Whitewood
Its Mayor

ATTEST
By;

City Finance Officer

Prepared by
John M. Fitzgerald
Fitzgerald Law, PLC
PO Box 1232
Rapid City SD, 57709
(605) 519-1118

QUIT CLAIM DEED

Three Peaks Water Association, LLC a South Dakota Limited Liability Company of 107 South Main Street Atkinson, Nebraska, 68713 GRANTOR, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, GRANTS, CONVEYS AND QUIT CLAIMS to the City of Whitewood South Dakota, A South Dakota Municipal Corporation of 1025 Meade Street, Whitewood, South Dakota, 57793, GRANTEE, all of the Grantor's interest, in the following described real estate to wit:

Oak Park Addition to the City of Whitewood, located in the E1/2 SW1/4 SW1/4
excluding Lots 1, 2, 3 & 4 in Block A & 1 through 13 in Block B of Section 21,
Township 6 North, Range 4 East of the Black Hills Meridian, Lawrence County South
Dakota, as shown by the plat recorded in Plat Book 233 on Page 560,

Together with all improvements, appurtenances and fixtures thereon and subject to easements, rights-of-way, restrictions, reservations and covenants of record.

TRANSFER FEE: Exempt SDCL §43-4-22(18).

Dated this ____ day of _____, 2025

(SEAL)

THREE PEAKS WATER ASSOCIATION, LLC
A South Dakota Limited Liability Company

Gerard Keating
Its: President

STATE OF _____)
) ss.
COUNTY OF _____)

On this the ____ day of _____, 2025, before me, the undersigned officer, personally appeared Gerard Keating, who held himself out to be the President of Three Peaks Water Association, LLC whose name is subscribed to the within instrument and acknowledged that he, being fully authorized to act for Three Peaks Water Association, LLC, executed the same on behalf of the company for the purposes therein contained.

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

(SEAL)

Notary Public, State of

My Commission Expires

Prepared by
John M. Fitzgerald
Fitzgerald Law, PLC
PO Box 1232
Rapid City SD, 57709
(605) 519-1118

QUIT CLAIM DEED

Spearfish Mountain Ranch LLC, A Delaware Limited Liability Company of 107 South Main Street Atkinson, Nebraska, 68713 GRANTOR, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, GRANTS, CONVEYS AND QUIT CLAIMS to the City of Whitewood South Dakota, A South Dakota Municipal Corporation of 1025 Meade Street, Whitewood, South Dakota, 57793, GRANTEE, all of the Grantor's interest, in the following described real estate to wit:

Oak Park Addition to the City of Whitewood, located in the E1/2 SW1/4 SW1/4 excluding Lots 1, 2, 3 & 4 in Block A & 1 through 13 in Block B of Section 21, Township 6 North, Range 4 East of the Black Hills Meridian, Lawrence County South Dakota, as shown by the plat recorded in Plat Book 233 on Page 560,

Together with all improvements, appurtenances and fixtures thereon and subject to easements, rights-of-way, restrictions, reservations and covenants of record.

TRANSFER FEE: Exempt SDCL §43-4-22(18).

Dated this ____ day of _____, 2025

SPEARFISH MOUNTAIN RANCH, LLC
A Delaware Limited Liability Company

(SEAL)

Gerard Keating
Its: President

STATE OF _____)
) ss.
COUNTY OF _____)

On this the ____ day of _____, 2025, before me, the undersigned officer, personally appeared Gerard Keating, who held himself out to be the President of Spearfish Mountain Ranch, LLC whose name is subscribed to the within instrument and acknowledged that he, being fully authorized to act for Spearfish Mountain Ranch, LLC, executed the same on behalf of the company for the purposes therein contained.

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

(SEAL)

Notary Public,

My Commission Expires

ORDINANCE 2025-04

A SUPPLEMENTAL APPROPRIATION TO APPROPRIATION ORDINANCE 2024-05

BE IT ORDAINED by the City of Whitewood pursuant to SDCL 9-21-7, the following sum is a supplemental appropriation to meet the obligations of the municipality.

FUND 101 – GENERAL FUND

413 – ELECTIONS

4110 – SALARY - \$1,000

419- GOVERNMENT BUILDINGS

4250- REPAIRS - \$125,000

423 – BUILDING INSPECTOR

4110 – SALARY - \$25,000

432 – SEWER DEPARTMENT

4324 – GARBAGE & SALES TAX - \$5,000

470 – DEBT SERVICE

4711 – PRINCIPAL - \$15,000

499 – LIQUOR FUND

4405 – BJS COUNTRY STORE - \$40,000

FUND 206 – LIBRARY FUND

455 – LIBRARY

4110 – SALARY - \$4,000

4340 – EQUIPMENT - \$4,000

FUND 211 – 3RD CENT SALES TAX

462 – CHAMBER OF COMMERCE

4322 – BLDG IMPROVEMENTS – \$25,000

FUND 311 – TIFD FUND

470 – DEBT SERVICE

4411 – PRINCIPAL-TFD-TWIN PARKS - \$75,000

This supplemental appropriation will be funded from unexpended budget items in the (101) General Fund, (206) Library Fund, (211) 3rd Cent Sales Tax, (311) TIFD Fund.

This supplemental appropriation ordinance, being necessary for the support of the municipal government, shall take effect immediately.

Dated this 1st day of December 2025.

CITY OF WHITEWOOD

Mitchell U. Harmon
Mayor

ATTEST:

Cory C. Heckenlaible
Finance Officer

First Reading: 11/17/2025
Second Reading: 12/01/2025
Published: 12/06/2025
Effective: 12/26/2025

CENTRALSQUARE- Police ProMoblie Subscription	3,463.46
CITY OF WHITEWOOD- Refund Liz Baye for Meter	240.00
CLARK PRINTING- Envelopes	395.00
HORST ACOUSTICAL- City Hall Ceiling	2,244.90
KNECHT- Shop	47.98
MENARDS- Hale Hall	95.22
MS MAIL- Business Cards- Smit	28.67
PIONEER BANK- Riley TIFD October 2024	66,152.37
SOUTHERN GLAZERS- November Liquor	1,153.41
SPEARFISH AUTO- Streets	247.72
STURGIS RESPONDER- Police	190.53
WESTERN STATIONERS- City Hall	27.99
LIGHTING MAINTENANCE- Exit Lights	58.52
REPUBLIC NATIONAL- November Liquor	398.84
JOHNSON SOUTH DAKOTA- November Liquor	13,077.20
TOTAL	\$94,190.84

LIBRARY

KAREN SMITH- Expenses	138.05
DEB TERHUNE- Expenses	167.97
BAKER & TAYLOR- Books	272.85
ALL NET CONNECTIONS	63.00
AMAZON CAPITAL	66.27
TOTAL	\$63.00

WATER/SEWER FUNDS

MILBANK WINWATER	75.40
CENTURY LINK	86.05
TOTAL	\$161.45

AUTOMATIC PAYMENTS

USDA RURAL DEVELOPMENT- Water Project Loan	4,028.00
USDA RURAL DEVELOPMENT- Trunk Sewer Project	1,057.00
EFTPS- Payroll Taxes 11/29/24	4,412.58
TOTAL	\$9,497.58

Action 2024-202

Motion by Cooper, seconded by Burke, to approve the cost proposal with American Engineering Testing for the geotechnical exploration and review for the WWTF upgrade project. Roll call, all members present voting yes, motion carried.

Action 2024-203

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

Action 2024-204

Motion by Cooper, seconded by Burke, to approve second reading of Ordinance 2023-05- A Supplemental Appropriation to Appropriation Ordinance 2023-03, with amendment in Debt Service. Roll call, all members present voting yes, motion carried.



Run Date: 11/17/25

Quote



Sold To:
CITY OF WHITEWOOD SD
C/O CITY HALL
1025 MEADE ST
WHITEWOOD, SD 57793-3053

Ship To:
CITY OF WHITEWOOD SD
Branch - 132
2808 E Hwy 44
Rapid City, SD 57703

Branch:
RAPID CITY SD
Branch - 132
2808 E Hwy 44
Rapid City, SD 57703

Phone: 605-716-9427

Customer # 181943
Order # Y139141
Date Ordered 11/17/25
Job #
Job Name
Customer Reference
Purchase Order #
Method of Shipment PICKUP
Contract Order # 000000
Ordered By DJ
Ship Via W/C

Bid Seq#	Product Code	Description	Qty Ordered	Qty Shipped	Qty B/O	Net Price	UOM	Ext Price
	61WTK537REPKIT	WATEROUS K537 REPAIR KIT	1			1182.06000	EA	1182.06
		K537A						

Terms in accordance with shipping manifest.

Special Instructions/Comments:

Total Ordered: 1182.06
Tax Amount: .00
Other Charges: .00
Total: 1182.06

COMBINED VOTING AGREEMENT

June 2, 2026

It is agreed this _____ day of _____, 2025 by and between the Lead-Deadwood School District #40-1, the City of Central City, the City of Deadwood, the City of Lead, the City of Whitewood and the Lead-Deadwood Sanitary District as follows:

PURPOSE:

It is the purpose of the agreement for the parties to have joint elections on the traditional municipal election date, following the date of this agreement, so that the costs of separate elections can be reduced and better voter turnout encouraged.

PUBLICATION OF NOTICES:

Each Entity shall be responsible for writing the notices of vacancies and filing of petitions, notice of voter registration, and notice of annual election and for submitting these to their respective legal newspaper for publication as required in South Dakota Statutes.

Should two or more entities use the same legal newspaper, those entities may coordinate the publications. Thus one notice may suffice for all entities using a particular legal newspaper instead of separate notices. Those entities involved with a coordinated publication will mutually agree as to whom shall write the notices.

COST SHARING:

The parties to this agreement shall share the costs of the joint election as set forth herein.

The cost of the Publications shall be prorated by those entities involved with a particular publication.

The cities of Deadwood and Lead shall pay the judges within their respective cities. The Lead-Deadwood School and the Sanitary District shall reimburse the cities for the judges pay, including Social Security, that are used during the combined elections in the city. The school shall reimburse each city for one (1) judge in each voting precinct/ward. The Sanitary District shall reimburse each city for one (1) judge. The City of Whitewood shall pay for the judges in their city.

In the event Central City has an election, the Lead-Deadwood School and Sanitary District, each, shall pay for a judge at Central City. Central City shall pay for one (1) Superintendent.

The rate of pay of reimbursement shall be at the rate of One Hundred Ninety Dollars (\$190.00) per day for Judges and Clerks and Two Hundred Fifteen Dollars (\$215.00) per day for the Superintendent. In addition, each of the election officials and workers who participate in an election school prior to any election shall be compensated an additional \$20.00. Should circumstances beyond the control of the

COMBINED VOTING AGREEMENT

June 2, 2026

election officials cause the rate of pay to fall below the Federal Minimum Wage, these rates of pay may be adjusted accordingly.

The Costs of the Lawrence County Auditor in helping to set up the election materials and procedures, and the cost of counting the ballots and all other supplies and materials shall be divided on an equitable basis between the governmental entities involved in the election.

If one or more governmental agencies do not need to have an election at the designated time, then the remaining governmental entities shall share the costs of the election on an equitable basis.

JUDGES:

Each City shall appoint the judges and the polling places to be used within the respective City, and the School and the Sanitary District shall agree to the judges and polling places selected. In Central City, the School shall appoint the judges and polling place and the Sanitary District shall agree to the judges and polling place selected. In the event one entity does not have an election, the other entity reserves the right to name their own judges and polling places.

POLL BOOKS:

In the precincts/wards where a combination of city and rural electors will be voting, but in separate elections, there shall be one (1) poll book used.

In the precincts/wards where a combination of School and Sanitary District electors will be voting, the entity completing their canvas first, will make copies of the Poll Book and forward the copies of the Poll Book to the other entities for their canvas.

CANVASSING THE VOTE:

The Cities, School and Sanitary District shall each canvas the election results according to the applicable laws governing each entity.

ABSENTEE BALLOTS:

Absentee ballots shall be available at the office of the School District or the City. The School District and the Cities shall set up protective measures so that no voter can vote absentee more than once.

ELECTION SUPPLIES, PROCEDURES, ETC:

All supplies for the election, such as ballots, etc., shall be purchased by each individual governmental entity.

COMBINED VOTING AGREEMENT

June 2, 2026

The Cities, School, Sanitary District and Lead Fire Protection District shall consult with each other and work out any procedural or substantive problems and difficulties that any entity might have regarding the joint election effort.

LEAD-DEADWOOD SCHOOL DISTRICT #40-1

By: _____

Its: _____

Attest:

CITY OF CENTRAL CITY

By: _____

Its: _____

Attest:

CITY OF DEADWOOD

By: _____

Its: _____

Attest:

CITY OF LEAD

By: _____

Its: _____

Attest:

CITY OF WHITEWOOD

By: _____

Its: _____

Attest:

COMBINED VOTING AGREEMENT

June 2, 2026

LEAD-DEADWOOD SANITARY DISTRICT #1

By: _____

Its: _____

Attest:

**CITY OF LEAD
CITY OF DEADWOOD
CITY OF CENTRAL CITY
CITY OF WHITEWOOD
LEAD-DEADWOOD SCHOOL DISTRICT 40-1
LEAD-DEADWOOD SANITARY DISTRICT #1**

The following offices will become vacant due to the expiration of the present term of office of the elective officer:

- | | |
|--|---|
| 1. City of Lead: | Two (2) Commissioners, Three (3) - Year Term |
| 2. City of Deadwood: | |
| 3. City of Central City: | One (1) Board of Trustee, Three (3) - Year Term |
| 4. City of Whitewood: | One (1) Mayor, Four (4) - Year Term |
| 5. Lead-Deadwood School District #40-1: | One (1) Board Member, Three (3) - Year Term |
| 6. Lead-Deadwood Sanitary District #1 | Two (2) Board of Trustee, Three (3) -Year Term |

Circulation of nominating petitions may begin on February 2nd, 2026, and petitions may be filed in the following offices between the hours stated, not later than the 24th day of March 2026.

City of Lead Finance Office
801 W. Main Street
Lead, SD 57754
8:00 a.m. – 5:00 p.m. (MST)

City of Whitewood Finance Office
1025 Meade Street
Whitewood, SD 57793
8:00 a.m. – 5:00 p.m. (MST)

City of Deadwood Finance Office
102 Sherman Street
Deadwood, SD 57732
8:00 a.m. – 5:00 p.m. (MST)

**Lead-Deadwood School District #40-1
Business Office**
320 South Main Street
Lead, SD 57754
8:00 a.m. – 5:00 p.m. (MST)

City of Central City
214 Central Main Street
Central City, SD 57754
8:00 a.m. – 5:00 p.m. (MST)

**Lead-Deadwood Sanitary District #1
Business Office**
60 Crescent Drive
Deadwood, SD 57732
8:00 a.m. – 5:00 p.m. (MST)

Robin Lucero, City Administrator
City of Lead

Cory Heckenlaible, Finance Officer
City of Whitewood

Jessicca McKeown, Finance Officer
City of Deadwood

Margie Rantapaa, Business Manager
Lead-Deadwood School District #40-1

Karolea Schnabel, Finance Officer
City of Central City

Julie Evenson, District Clerk
Lead-Deadwood Sanitary District #1

Please Publish: December 16th, 2025
December 23rd, 2025
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