

AGENDA
REGULAR WHITEWOOD COUNCIL MEETING
November 3, 2025, 5:30 PM
CITY HALL

1. CALL THE MEETING TO ORDER.
2. ROLL CALL
3. APPROVE MINUTES from Regular Meeting on October 20, 2025.
4. APPROVE THE CLAIMS.
5. ****PUBLIC HEARING-** Additional Funding Request from Board of Water & Natural Resources.
6. ADOPT RESOLUTION 2025-05- A Resolution Authorizing Application for Financial Assistance from SD Board of Water & Natural Resources.
7. LEGAL UPDATE.
8. APPROVE ADDITIONS TO ARTICLE 1X, PERSONNEL RECORDS, IN EMPLOYEE MANUAL.
9. WOODEN SIGN TO PROMOTE WHITEWOOD ELEMENTARY.
10. APPROVE SICK LEAVE DONATON TO OFFICER SPENCER.
11. APPROVE POLICE DEPARTMENT HIRES.
12. APPROVE MAYOR'S APPT OF NEW BUILDING INSPECTOR-John Cooper 12/30/25
13. APPROVE RENEWING MALT BEVERAGE OPERATING AGREEMENTS FOR:
 - FMB Enterprises- Malt Beverage On-Off Sale
 - Dvorak Convenience Stores- Malt Beverage & Farm Wine On-Off Sale
 - Stern Oil Company- Malt Beverage On-Off Sale
 - Whitewood Beer Gardens LLC- Wine Malt Beverage
 - Bullwackers LLC- Malt Beverage On-Off Sale
 - The Hideaway LLC- Malt Beverage On-Off Sale
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, November 17, 2025, at 5:30pm
17. ADJOURN

REGULAR WHITEWOOD COUNCIL MEETING**October 20, 2025**

The Whitewood City Council met in regular session on Monday the 20th of October 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, Jerry Davidson, Ken Noren, and Shelbi Bulat present. Police Chief Bach, Building Official Smit, Public Works Werlinger and Assistant Finance Officer Bestgen were also present.

Action 2025-165

Motion by Cooper, seconded by Bulat, to approve the minutes from the regular meeting on October 6, 2025. All members present voting yes, motion carried.

Action 2025-166

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

CLAIMS- OCTOBER 20, 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
FORD CREDIT	1,237.44
TOTAL	\$10,121.77

GENERAL FUND

A&B BUSINESS SOLUTIONS- Police	59.99
ALL NET CONNECTIONS- Police	45.50
AMAZON CAPITAL- Police 475.99, Streets 48.99, Hale Hall 57.38	582.36
BH PIONEER- Legal Publications	346.73
BH ENERGY-HH 122.15, CH 89.58, Shop 163.36, Police 204.86, Lights 1164.98	1,891.40
BLUEPEAK- Police 401.70, City Hall 507.42	909.12
BUTTE ELECTRIC- Exit Lights	428.24
MONTANA DAKOTA- Hale 34.91, City Hall 25.81, Shop 26.40, Police 23.36	110.48
REPUBLIC NATIONAL- October Liquor	2,869.57
SOUTHERN GLAZERS- October Liquor	1,628.92
SOUTHSIDE OIL- PW Fuel	621.92
SPEARFISH AUTO- Streets Maintenance	779.45
STURGIS AUTO- Streets Maintenance	8.64
STURGIS TIRE PROS- Police	118.31
SUNDANCE STATE BANK- Riley TIFD	3,334.37
TRUGREEN- Park Spraying	480.34
A&J CLOTHING- PW Uniforms	346.94
TOTAL	\$14,562.28

LIBRARY

AMAZON CAPITAL	645.92
BH ENERGY	115.10
BLUEPEAK	232.41
MONTANA DAKOTA	23.36

TOTAL	\$1,016.79
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WATER/SEWER FUNDS

ADVANCED ENGINEERING- Treatment Plant Upgrade	33,735.50
BH ENERGY	1,848.52
BUTTE ELECTRIC- Booster Station 615.20, Treatment Plant 2369.15	2,984.35
DAN'S DUMPSTERS	100.00
MIDCONTINENT TESTING LABS	1,539.00
MONTANA DAKOTA- Booster Station 105.39, Well 4 Gen 64.17	169.56
NORTHWEST PIPE FITTINGS	71.41
ONE CALL	19.95
POSTMASTER	461.00
WESTERN PEAKS- Samples	104.66
AMAZON CAPITAL	15.98
SOUTHSIDE OIL- PW Fuel	621.93
TOTAL	\$41,671.86

AUTOMATIC PAYMENTS

USDA RURAL DEVELOPMENT- Storm Sewer	1,226.50
USDA RURAL DEVELOPMENT- Laurel Stret Project	3,254.00
EFTPS- Payroll Taxes 10/17/25	5,310.89
TOTAL	\$9,791.39

At 5:30 PM Mayor Harmon opened the public hearing for an Amendment to the Community Development Block Grant funding for the Whitewood Wastewater Facility Improvements Project. Lysann Zeller with BH Council of Local Governments gave an update on the project and the request for more funding from the CDBG. With no objections or comments from the public, Mayor Harmon closed the public hearing.

Action 2025-167

Motion by J. Noren, seconded by Cooper, to table additions to Article IX, Personnel Records in the employee manual until the next regular meeting. All members present voting yes, motion carried.

Action 2025-168

Motion by J. Noren, seconded by Fitzgerald, to approve hiring Esther Walker as a part-time library aide at \$12.08 per hour. Roll call, all members present voting yes, motion carried.

Action 2025-169

Motion by J. Noren, seconded by K. Noren, to approve the \$1,290.45 quote from Sturgis Tire Pros and the \$830.32 quote from Richter's Tire and Exhaust for repairs to the police Dodge Charger. Roll call, all members present voting yes, motion carried.

Action 2025-170

Motion by Cooper, seconded by Davidson, to approve adding Columbus/Indigenous Peoples Day to the list of Holidays in the employee manual. All members present voting yes, motion carried.

Action 2025-171

Motion by Bulat, seconded by Davidson, to approve tree lighting ceremony event, December 5, 2025. Motion by J. Noren, seconded by K. Noren, to amend the motion stating the Chamber must provide insurance for the event any accidents that may occur due to the decorations. Roll call, all members present voting yes, motion carried.

Action 2025-172

Motion by J. Noren, seconded by Cooper, to approve the \$567.64 quote from Spearfish Electric to add an electrical outlet at Hale Hall, to be used for the projector. Roll call, all members present voting yes, motion carried.

There being no further business, the meeting was adjourned at 6:16 PM.

MITCHELL U. HARMON
Mayor

Attest:

JESSICA BESTGEN
Assistant Finance Officer

CLAIMS- November 3, 2025

ESTIMATED WAGES –NOVEMBER 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
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.- Olyn Smith	238.88
FINANCE OFFICER – Cory Heckenlaible	4,540.80
FINANCE & PW- Jessica Bestgen	2,374.90
TOTAL	\$38,255.88

GENERAL LEDGER

SD DEPT REVENUE & REGULATION- Garbage Tax	341.60
SD RETIREMENT- Employee Retirement	8,093.56
TOTAL	\$8,435.16

GENERAL FUND

WASTE CONNECTIONS- Garbage Collection	5,619.20
A&B BUSINESS SOLUTIONS- City Hall 232.31, Police 171.37	403.68
A&J CLOTHING- PW Uniforms	164.95
ALL NET CONNECTIONS- City Hall/Police Computers	2,060.59
AMERICAN LEGAL PUBLISHING- Ordinance Supplement	200.76
AT&T	430.00
BLACKSTRAP- Road Salt	2,393.08
EARTHWORM CONSTRUCTION- Sprinkler Blow Outs	425.00
FORD CREDIT- Pickup Lease	1,237.44
LIGHTING MAINTENANCE- Exit Lights	58.52
MENARDS- Hale Hall/Shop	172.91
SOUTHERN GLAZERS- October Liquor	1,113.39
SUMMIT SIGNS- Road Signs	287.00
WELLS FARGO VISA0 City Hall 52.04, Vision 56.84, ICC Renewal 100.00	208.88
TOTAL	\$14,775.40

LIBRARY

AMAZON CAPITAL	113.62
DEB TERHUNE- Reimburse Supplies	116.12
TOTAL	\$229.74

WATER/SEWER FUNDS

AMAZON CAPITAL	55.99
ENERGY LABORATORIES- Water Testing	913.00
FERGUSON WATERWORKS	45.54
MILBANK WINWATER WORKS- Meters	3,299.17
RITEWAY BUSINESS FORMS- Water Bills	502.21
USA BLUE BOOK	81.23

VTI COMPUTER SALES- Booster Station Cameras	3,876.98
WELLS FARGO VISA	384.89
TOTAL	\$9,159.01

AUTOMATIC PAYMENTS

USDA RURAL DEVELOPMENT- Water Project Loan	4,028.00
USDA RURAL DEVELOPMENT- Trunk Sewer Project	1,057.00
EFTPS- Payroll Taxes 10/31/25	5,566.97
TOTAL	\$10,651.97

NOTICE OF PUBLIC HEARING
for the
CITY OF WHITEWOOD
WASTEWATER TREATMENT FACILITY IMPROVEMENTS PROJECT
ADDITIONAL FUNDING REQUEST

The City of Whitewood is seeking \$1,942,000 of additional funding from the Board of Water and Natural Resources for cost overrun on the construction and purchase of equipment for a lift station, oxidation ditch, and related improvements, to increase the effectiveness of the wastewater treatment facility. The Clean Water SRF loan terms are 4.0% for 30 years, and the Board of Water and Natural Resources may provide a portion of the funds in subsidy such as grant or principal forgiveness loan. The amount, source of funds, and terms will be determined by the Board of Water and Natural Resources when the application is presented at a scheduled board meeting. The purpose of the public hearing is to discuss the need for the project, the proposed project, project alternatives, the proposed financing, the source of repayment for the loan, and the impact to user rates. The public is invited to attend and comment on the project. The public hearing will be held at Whitewood City Hall (located at 1025 Meade Street, Whitewood, SD) on Monday, November 3, 2025, at 5:30 pm.

RESOLUTION NO. - 2025-05

RESOLUTION AUTHORIZING AN APPLICATION FOR FINANCIAL ASSISTANCE, AUTHORIZING THE EXECUTION AND SUBMITTAL OF THE APPLICATION, AND DESIGNATING AN AUTHORIZED REPRESENTATIVE TO CERTIFY AND SIGN PAYMENT REQUESTS.

WHEREAS, the City of Whitewood has determined it is necessary to apply for additional funding for cost overrun on the construction and purchase of equipment for a lift station, oxidation ditch, and related improvements, to increase the effectiveness of the wastewater treatment facility; and

WHEREAS, the City has determined that financial assistance will be necessary to undertake the Project and an application for financial assistance to the South Dakota Board of Water and Natural Resources (the "Board") will be prepared; and

WHEREAS, it is necessary to designate an authorized representative to execute and submit the Application on behalf of the City and to certify and sign payment requests in the event financial assistance is awarded for the Project,

NOW THEREFORE BE IT RESOLVED by the City as follows:

1. The City hereby approves the submission of an Application for financial assistance in an amount not to exceed \$1,942,000 to the South Dakota Board of Water and Natural Resources for the Project.

2. The Mayor is hereby authorized to execute the Application and submit it to the South Dakota Board of Water and Natural Resources, and to execute and deliver such other documents and perform all acts necessary to effectuate the Application for financial assistance.

3. The Mayor is hereby designated as the authorized representative of the City to do all things on its behalf to certify and sign payment requests in the event financial assistance is awarded for the Project.

Adopted this 3rd day of November 2025.

APPROVED:

Mayor

(Seal)

Attest: _____

City Finance Officer

ARTICLE IX

PERSONNEL RECORDS

9.1 Personnel Records

The Finance Officer shall maintain an employment record of every employee. All personnel records shall include applications, resumes, training records, evaluations, disciplinary action, complaints, promotions, acts of reward, employee's sick leave, vacation leave, accident reports insurance claims, and other pertinent information. Personnel records shall be kept confidential and shall be available to the employee upon request. ~~Records shall be accessible to the Finance Officer and the City Council only.~~ Records must remain in the custody of the City Finance Officer.

It is the responsibility of each employee to promptly notify the Finance Office of any changes in personal data such as mailing addresses, phone numbers, number and names of dependents, individual(s) to be contacted in the event of an emergency, life event changes such as marriage or divorce, and any other applicable changes so records are accurate and current at all times.

9.2 Employment References and Background Checks

As part of the City's hiring process, reference checks are an essential step in evaluating a candidate's qualifications and suitability for employment. In addition to contacting the individuals furnished by the candidate as references, the City reserves the right to reach out to other professional associates, acquaintances, and other pertinent individuals. All candidates for positions within the City must provide the names, addresses and, where possible, the name of a supervisor or contact person for previous places of employment.

The City will conduct a background check as part of the hiring process to verify employment history, background information, qualifications, and criminal history. The purpose of the background check is to ensure that individuals selected to join the City workforce are well-qualified, demonstrate the potential to successfully perform the duties of the position, and have accurately represented their background and credentials as provided in their application and resume.

Credit reports may also be required for certain positions that are responsible for large amounts of the City funds.

The City may inquire into various aspects of an applicant's background including, but not limited to, education records, arrest records, conviction records, driving records, military service records, court documents/records, credit history, previous employment records, and references provided by the applicant.

An arrest record or criminal conviction does not necessarily disqualify an applicant from employment. Each situation is evaluated on a case-by-case basis, with consideration given to the nature of the offense, the time elapsed since the incident, and its relevance to the duties of the position being sought.

Any applicant who provides misleading, erroneous or deceptive information on the application form, resume, or in an interview may be immediately eliminated from further consideration for employment and/or terminated from employment.

9.3 Employment Verification Requests/Reference Checks

All requests for job references, verification of employment, and other employment information shall be directed to the City Finance Office. Only personnel from the City Finance Office are authorized to release information regarding current or former employees.

Without written consent, the City will provide only the following information regarding current or former employees: confirmation of employment with the City, dates of employment (start and end date), job title, wage, current employment status (full time or part time), the department to which the employee is currently or was last assigned. Additional information will be released only upon receipt of written consent from the employee. This written authorization must specify the information being requested and must be signed by the employee in question.

9.4 Performance Evaluations

All employees will be evaluated at a minimum of once a year, preferably in August by their respective department heads. Department heads are exempt from evaluations.

Performance evaluations are designed to provide the employee with a record of their performance, to encourage professional growth, and to promote communication between the supervisor and employee. The performance evaluation will be the responsibility of the employee's supervisor. Performance evaluations are a continuous process. Evaluators should carry out informal, regular discussions with their employees throughout the year and summarize progress more formally in writing in the annual performance evaluation. Performance evaluations will be completed before the conclusion of the employee's training period to ensure the employee understands expectations of job performance and once each year thereafter prior to the end of December.

If an employee receives a performance evaluation with an overall score of "does not meet standards," the employee will be put on a performance improvement plan (PIP) and given time to correct their performance deficiencies. The

employee must demonstrate a willingness and ability to meet and maintain the conduct and work requirements specified by the supervisor and the City. The length of time will depend on the performance improvement requirements and the department head/supervisor's recommendation. When the employee is re-evaluated, their performance must be raised and then maintained at a rating of "meet standards" or "exceptional/superior" for continued employment.

The performance evaluations are tailored to each employee's position with specific standards and expectations. The purpose of the evaluation is to commend and acknowledge the employee's strengths, address weaknesses, suggest ways to improve, and discuss employee goals and objectives. Employees are encouraged, although it is completely voluntarily, to submit a self-assessment to their supervisor prior to their designated meeting. Self-assessments may be considered in developing a final year end rating for the employee. Self-assessments provide valuable insight into the employee's accomplishments, goals met, certifications achieved, classes and/or trainings attended, and to open a dialogue regarding the employee's performance. Performance evaluations will be conducted in a private meeting between the employee and their supervisor. At conclusion of the meeting, employees will be asked to sign their performance evaluation and receive a copy for their records. Signing does not imply agreement with the evaluation, but that the agreement and its documentation/information was communicated and/or discussed with the employee. Performance evaluations cannot be postdated. The original signed performance evaluation will be kept in the City Finance Office.

9.5 Performance Improvement Plan (PIP)

A performance improvement plan (PIP) is intended to be a positive approach designed to assist an employee who has been identified with performance deficiencies the opportunity to succeed. A PIP is not intended as discipline. A PIP is intended to aid employees by implementing a structured, written improvement plan focusing on correcting any number of performance concerns including failures to meet measurable performance standards or any behavior related concerns.

To implement a PIP, a supervisor will document what acceptable performance levels are, and how the employee's current performance is deficient. Specific examples regarding the unacceptable performance should be documented reflecting dates and detailed explanations. Specific and measurable objectives will be listed and explained so the employee knows what is expected from them to correct their performance deficiencies. The PIP can last up to 90 days depending on how long it would reasonably take to improve the specific issue(s). The supervisor and employee will also meet on a weekly basis to discuss progress. The supervisor will document improvements, concerns, and provide additional resources or training in an effort to correct deficiencies. Consequences for not meeting objectives of the PIP will also be communicated with the employee.

Outcomes of a PIP may vary but it will generally be one of the following: improvement in the employee's overall performance, the recognition of a skills or training gap and appropriate remedial action, and/or employment action such as termination. On rare occasions a PIP may be extended upon the expiration of the original duration.

**AGREEMENT FOR OPERATING
A MALT BEVERAGE ON/OFF-SALE BUSINESS
IN THE CITY OF WHITEWOOD, SOUTH DAKOTA.**

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. Bullwackers Saloon and Steakhouse, LLC, a Limited Liability Company, hereinafter referred to as 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, with the MANAGER for the purpose of operating an On/Off-Sale establishment for the sale of malt beverages within CITY, under the following terms, conditions and stipulations.

I.

The MANAGER shall be responsible for all operating expenses of their establishment, including, but not limited to taxes, insurance and license fees.

II.

That the on/off-sale beverage sales will be situated at lots 1, 2, & 3, Block 22, Original Town to the City of Whitewood, Lawrence County, South Dakota.

III.

That this Agreement shall run from December 1, 2025 to December 1, 2030, however, either CITY or MANAGER may terminate this Agreement upon ninety (90) days written notice to the other party.

IV.

MANAGER shall order all malt beverages covered by this Agreement directly from the wholesalers or distributors. It shall direct that the wholesalers or distributors send copies of the invoices at least monthly, to the CITY'S Finance Officer. MANAGER shall be responsible to pay the wholesalers and distributors directly for the malt beverages purchased.

**AGREEMENT FOR OPERATING
A MALT BEVERAGE ON/OFF-SALE BUSINESS
IN THE CITY OF WHITEWOOD, SOUTH DAKOTA.**

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 Hideaway, LLC, Inc., hereinafter referred to as 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, with the MANAGER for the purpose of operating an On/Off-Sale establishment for the sale of malt beverages within CITY, under the following terms, conditions and stipulations.

I.

The MANAGER shall be responsible for all operating expenses of their establishment, including, but not limited to taxes, insurance and license fees.

II.

That the on/off-sale beverage sales will be situated at Outlots S/D Whitewood Lot 1, Tract A, Section 1, to the City of Whitewood, Lawrence County, South Dakota.

III.

That this Agreement shall run from December 1, 2025 to December 1, 2030, however, either CITY or MANAGER may terminate this Agreement upon ninety (90) days written notice to the other party.

IV.

MANAGER shall order all malt beverages covered by this Agreement directly from the wholesalers or distributors. It shall direct that the wholesalers or distributors send copies of the invoices at least monthly, to the CITY'S Finance Officer. MANAGER shall be responsible to pay the wholesalers and distributors directly for the malt beverages purchased.

**AGREEMENT FOR OPERATING
A MALT BEVERAGE AND FARM WINE ON-OFF SALE BUSINESS
IN THE CITY OF WHITEWOOD, SOUTH DAKOTA.**

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. Dvorak Convenience Stores, Inc., hereinafter referred to
as 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, with the MANAGER for the purpose of operating an On-Off Sale establishment for the sale of malt beverages farm wine within CITY, under the following terms, conditions, and stipulations.

I.

The MANAGER shall be responsible for all operating expenses of their establishment, including, but not limited to taxes, insurance, and license fees.

II.

That the on-off sale malt beverage and farm wine sales will be situated at Lot 1 of Outlot B N 192 Feet Tract L, to the City of Whitewood, Lawrence County, South Dakota.

III.

That this Agreement shall run from December 1st, 2025, to December 1st, 2030, however, either CITY or MANAGER may terminate this Agreement upon ninety (90) days written notice to the other party.

IV.

MANAGER shall order all malt beverages covered by this Agreement directly from the wholesalers or distributors. It shall direct that the wholesalers or distributors send copies of the invoices at least monthly, to the CITY'S Finance Officer. MANAGER shall be responsible to pay the wholesalers and distributors directly for the malt beverages purchased.

**AGREEMENT FOR OPERATING
A MALT BEVERAGE ON/OFF-SALE BUSINESS
IN THE CITY OF WHITEWOOD, SOUTH DAKOTA.**

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. FMB Enterprises, LLC, hereinafter referred to as 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, with the MANAGER for the purpose of operating an On/Off-Sale establishment for the sale of malt beverages within CITY, under the following terms, conditions and stipulations.

I.

The MANAGER shall be responsible for all operating expenses of their establishment, including, but not limited to taxes, insurance and license fees.

II.

That the on/off-sale beverage sales will be situated on Tract T-4B Revised, a subdivision of Tract T-4, to the City of Whitewood, Lawrence County, South Dakota.

III.

That this Agreement shall run from December 1, 2025 to December 1, 2030, however, either CITY or MANAGER may terminate this Agreement upon ninety (90) days written notice to the other party.

IV.

MANAGER shall order all malt beverages covered by this Agreement directly from the wholesalers or distributors. It shall direct that the wholesalers or distributors send copies of the invoices at least monthly, to the CITY'S Finance Officer. MANAGER shall be responsible to pay the wholesalers and distributors directly for the malt beverages purchased.

**AGREEMENT FOR OPERATING
A WINE MALT BEVERAGE BUSINESS
IN THE CITY OF WHITEWOOD, SOUTH DAKOTA.**

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. Whitewood Beer Gardens, LLC, hereinafter referred to as
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, with the MANAGER for the purpose of operating a wine/malt beverage establishment for the sale of wine and malt beverages within CITY, under the following terms, conditions and stipulations.

I.

The MANAGER shall be responsible for all operating expenses of their establishment, including, but not limited to taxes, insurance and license fees.

II.

The wine and malt beverage sales will be situated at Lots 25, 26 & 27, Block 28, Original Town, City of Whitewood, Lawrence County, South Dakota.

III.

That this Agreement shall run from December 1, 2025 to December 1, 2030, however, either CITY or MANAGER may terminate this Agreement upon ninety (90) days written notice to the other party.

IV.

MANAGER shall order all wine and malt beverages covered by this Agreement directly from the wholesalers or distributors. He shall direct that the wholesalers or distributors send copies of the invoices at least monthly, to the CITY'S Finance Officer. MANAGER shall be responsible to pay the wholesalers and distributors directly for the wine and malt beverages purchased.

**AGREEMENT FOR OPERATING
A MALT BEVERAGE ON/OFF-SALE BUSINESS
IN THE CITY OF WHITEWOOD, SOUTH DAKOTA.**

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. Stern Oil Company, Inc., of P.O. Box 218, Freeman, SD
57029, hereinafter referred to as 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, with the MANAGER for the purpose of operating an On/Off-Sale establishment for the sale of malt beverages within CITY, under the following terms, conditions and stipulations.

I.

The MANAGER shall be responsible for all operating expenses of their establishment, including, but not limited to taxes, insurance and license fees.

II.

That the on/off-sale beverage sales will be situated at lots 10, 11, & 12 of Block 7, Fillmore Addition to the City of Whitewood, Lawrence County, South Dakota.

III.

That this Agreement shall run from December 1, 2025, to December 1, 2030, however, either CITY or MANAGER may terminate this Agreement upon ninety (90) days written notice to the other party.

IV.

MANAGER shall order all malt beverages covered by this Agreement directly from the wholesalers or distributors. It shall direct that the wholesalers or distributors send copies of the invoices at least monthly, to the CITY'S Finance Officer. MANAGER shall be responsible to pay the wholesalers and distributors directly for the malt beverages purchased.