

AGENDA
REGULAR WHITEWOOD COUNCIL MEETING
July 6, 2026, 5:30 PM
CITY HALL

Old Business

1. CALL THE MEETING TO ORDER.
2. ROLL CALL
3. APPROVE MINUTES from Regular Meeting on June 1, 2026.
4. APPROVE THE CLAIMS.

5. APPROVE QUOTE FOR LIBRARY BACKDOOR REPLACEMENT.

6. APPROVE SECOND READING OF ORDINANCE 2026-02- An Ordinance Amending Title III, Chapter 30 Mayor; Common Council & 31 City Officials and Employees.

7. APPROVE FIRST READING OF ORDINANCE 2026-03- An Ordinance Amending Title V, Chapter 52 Public Works, adding Brush Pile Restrictions.

8. ADJOURN FROM OLD BUSINESS.

New Business

9. OATH OF OFFICE- Mayor
10. CALL THE MEETING TO ORDER FOR NEW BUSINESS.
11. ROLL CALL
12. APPROVE 2026-2027 MAYORAL APPOINTMENTS.
13. ELECT PRESIDENT OF THE COUNCIL.
14. ELECT VICE-PRESIDENT OF THE COUNCIL.

15. APPROVE THE MAYOR'S APPOINTMENT OF THE FOLLOWING:
 - Building Official
 - City Attorney

16. ACCEPT FLOOD RISK DATA STUDY GRANT AWARD.

17. OPTIONS TO FILL WARD 1 VACANCY.

18. APPROVE QUOTE FOR TRANSFER CASE REPAIR FOR POLICE.

19. 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.

20. PUBLIC COMMENTS
21. NEXT REGULAR COUNCIL MEETING – Monday, July 20, 2026, at 5:30pm
22. ADJOURN

REGULAR WHITEWOOD COUNCIL MEETING

June 15, 2026

The Whitewood City Council met in regular session on Monday the 15th of June 2026 at Whitewood City Hall. President of the Council Jeremy Noren called the meeting to order at 5:30 pm, with Council members Sara Fitzgerald, Jerry Davidson, Ken Noren, Shelbi Bulat, and Roxie Cooper present, Mayor Mitch Harmon was absent. City Attorney Fitzgerald, Police Chief Bach, Public Works Werlinger and Finance Officer Heckenlaible were also present.

Action 2026-096

Motion by Davidson, seconded by Bulat, to approve the minutes from the regular meeting on June 1, 2026, all members present voting yes, motion carried.

Action 2026-097

Motion by Cooper, seconded by Bulat, to approve the minutes from the special meeting on June 8, 2026, all members present voting yes, motion carried.

Action 2026-098

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

CLAIMS- JUNE 15, 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
CITY OF WHITEWOOD - Paid deposit for bill - Hannah/ Foster	200.00
TOTAL	\$9,865.33

GENERAL FUND

A&B BUSINESS - Police	59.99
A&J SUPPLY - Police - 11.98 PW - 270.01	281.99
ALL NET - Monthly backup - 226.71 Police 303.98	530.69
BLACK HILLS PIONEER	184.98
BH ENERGY - HH 130.87,CH 102.98,Shop 156.56,Police 202.24, Parks 424.70,Lights 1089.11	2,106.46
AMAZON - Police Supplies	108.13
DVORAK - Police Fuel	672.11
MEADE SCHOOL - Donation	5,000.00
RICHTERS TIRE - Police repairs	1,929.59
RIGHTEOUS GARAGE DOOR - Shop	1,315.00
SONSET STATION - PW Fuel	282.50
TAYLOR DYKES - Fuel	218.87
REPUBLIC NATIONAL- Bullwackers	235.83
SOUTHERN GLAZERS- Bullwackers	627.15
NAPA - Streets	219.39
LAWRENCE COUNTY - Election	329.87
BUTTE ELECTRIC - Exit Lights	353.47
MDU - Hall 51.64 Shop 36.90 Police 43.29	131.83
TRUE GREEN - Park	499.07
BLUEPEAK - Police 397.09 City Hall 472.16	869.25

TOTAL	\$15,956.17
--------------	--------------------

LIBRARY

A&B BUSINESS - Library	147.10
BH ENERGY	127.40
BH LIBRARY CONSORTIUM	7.98
BLUEPEAK	227.19
MDU	41.42
AMAZON - Books	116.34
TOTAL	\$667.43

WATER/SEWER FUNDS

A&J SUPPLY - Sewer	144.58
DANS DUMPSTER - Treatment Plant	100.00
SONSET STATION - PW Fuel	282.50
BH ENERGY	2,334.38
ONE CALL - Locates	9.45
BUTTE ELECTRIC - Treatment Plant 2451.72 Booster 586.72	3,038.44
MDU - Well 4 64.90 Booster 186.13	251.03
FERGUSON	74.33
TOTAL	\$6,234.71

AUTOMATIC PAYMENTS

USDA RURAL DEVELOPMENT- Storm Sewer	1,226.50
USDA RURAL DEVELOPMENT- Laurel Stret Project	3,254.00
EFTPS- Payroll Taxes 06/12/26	6,448.46
TOTAL	\$10,928.96

Action 2026-099

Motion by K. Norem, seconded by Fitzgerald, to discuss the proposed brush pile ordinance. All members present voting yes, motion carried. After discussion, the motion was amended to add first reading of this ordinance to the next council meeting. All members present voting yes, motion carried.

Action 2026-100

Motion by Fitzgerald, seconded by Bulat, to suspend section 5003.2.2 and section 5601.2.2 of the Internation Fire Code from June 27, 2026, to July 5, 2026, to allow selling fireworks in City limits. All members present voting yes, motion carried.

Action 2026-101

Motion by Davidson, seconded by K. Noren, to allow the selling of fireworks in the city limits from June 27, 2026, to July 5, 2026. All members present voting yes, motion carried. After much discussion, no action was taken.

Action 2026-102

Motion by K. Noren, seconded by Fitzgerald, to approve the following resolution, with the understanding that the Fire Chief or any other member of the fire or police department may shut fireworks down if seen to be a threat of fire or any other danger. Roll call, all members present voting yes, motion carried.

RESOLUTION 2026-02

A RESOLUTION AUTHORIZING THE USE OF FIREWORKS FOR THE YEAR 2026.

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

In accordance with Section 131.16 of the City of Whitewood Code of Ordinances, the use of fireworks for the year 2026 shall be allowed on July 3rd & July 4th, 2026, from 12:00 PM till 12:00 AM, at Memorial Park only.

This resolution shall become effective immediately upon adoption.

Dated this 15th day of June 2026.

CITY OF WHITEWOOD

Jeremy Noren
President of the Council

ATTEST:

Cory Heckenlaible
Finance Officer

Action 2026-103

Motion by Davidson, seconded by Bulat, to approve closing Meade Street from Laurel to Arthur, Pine Street from Custer to South Street, and Maple Street from alley to alley, June 27, 2026, and lifting the open container ordinance for the sections barricaded off during the hours of 9:00 AM to 12:00 AM, for the annual car show. All members present voting yes, motion carried.

Action 2026-104

Motion by K. Noren, seconded by Fitzgerald, to table any action on the quotes for the library back door replacement until the next regular meeting on Monday, July 6, 2026. All members present voting yes, motion carried.

Action 2026-105

Motion by Bulat, seconded by Davidson, to approve first reading of Ordinance 2026-02- An Ordinance Amending Title III, Chapter 30 Mayor; Common Council & 31 City Officials and Employees. Roll call, all members present voting yes, motion carried.

Action 2026-106

Motion by K. Noren, seconded by Bulat, to accept the resignation of John Cooper with regret as City Building Official effective June 30, 2026. All members present voting yes, motion carried.

Action 2026-107

Motion by Davidson, seconded by Cooper, to approve lifting the open container ordinance at Oak Park on August 13, 2026, from 8:00 AM to 4:00 PM, for the Abate social. All members present voting yes, motion carried.

Action 2026-108

Motion by Fitzgerald, seconded by Bulat, to approve closing Meade Street from Laurel to Pine Street and lifting the open container ordinance for the same, August 7th, 2026, to August 16th, 2026, for the Sturgis Rally. All members present voting yes, motion carried.

Action 2026-109

Motion by Davidson, seconded by Fitzgerald, to approve officer Joe Hebda's and officer Taylor Dykes certification raise to \$27 per hour. Roll call, all members present voting yes, motion carried.

There being no further business, the meeting was adjourned at 6:08 PM.

JEREMY NOREN
President of the Council

Attest:

CORY HECKENLAIBLE
Finance Officer

CLAIMS- July 6, 2026

ESTIMATED WAGES –JULY 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	4,320.00
POLICE OFFICER- Hebda	4,320.00
WASTEWATER OPERATOR- DJ Werlinger	4,960.00
WASTEWATER OPERATOR- Derek Daniels	4,640.00
WASTEWATER 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	\$49,099.24

GENERAL LEDGER

CITY OF WHITEWOOD- Take Deposit for Bill- Johnson	10.00
KIRK CALDWELL- Refund Deposit	100.00
SD DEPT REVENUE- Garbage Sales Tax	316.68
SD RETIREMENT- Employee Retirement	6,518.44
TOTAL	\$6,945.12

GENERAL FUND

A&B BUSINESS SOLUTIONS- Police 171.37, City Hall 245.69	417.06
ALL NET CONNECTIONS- Mayor Email 15.25, Server Maint 129.00, Backup 226.71	370.96
AMAZON CAPITAL- Parks	220.36
AT&T	394.66
CHAIN SAW CENTER- Parks	202.46
FERGUSTON WATERWORKS- Parks	83.78
FORD CREDIT- Pickup Lease	1,237.44
PIONEER BANK & TRUST- Riley TIFD May	4,648.59
REPUBLIC NATIONAL- June Liquor	1,466.49
RICHTERS TIRE & EXHAUST- Police Durango Repair	1,320.34
SOUTHERN GLAZERS- June Liquor	1,918.41
WASTE CONNECTIONS- Garbage Collection June 2026	5,253.35
WELLS FARGO VISA- FO School 477.07, Vision 33.52, Mayor 22.32, Police 220.00	752.91
A&J SUPPLY- Streets 127.25, Shop 74.44, Parks 28.17	229.86
LIGHTING MAINTENANCE- Exit Lights	58.52
JOHNSON SOUTH DAKOTA- June Liquor	26,005.60
SONSET STATION- PW Fuel	411.28
TOTAL	\$44,992.07

LIBRARY

DEB TERHUNE- Supplies	182.87
HOWARD UGLAND- Baloon Event	75.00
AMAZON CAPITAL- Supplies, Books, Chairs	624.69

TOTAL	\$624.69
--------------	-----------------

WATER/SEWER FUNDS

BANYON DATA SYSTEMS- Meter Support	395.00
ALLIANCE TECHNICAL GROUP- Water Testing	59.75
NORTHWEST PIPE FITTINGS	43.65
POSTMASTER	305.00
SD ASSOC OF RURAL WATER- Annual Dues	525.00
WELLS FARGO VISA	76.90
A&J SUPPLY	19.57
SONSET STATION- PW Fuel	411.28
TOTAL	\$1,836.15

AUTOMATIC PAYMENTS

USDA RURAL DEVELOPMENT- Water Project Loan	4,028.00
USDA RURAL DEVELOPMENT- Trunk Sewer Project	1,057.00
EFTPS- Payroll Taxes 06/26/26	5,963.01
TOTAL	\$11,048.01

Heidrich Construction Inc
 PO Box 383
 1305 Ash Str.
 Whitewood SD 57793

Estimate

Date	Estimate #
5/23/2026	26-034

Name/Address
City of Whitewood for the Whitewood Library 605-269-2616

Description	Qty	Rate	Total
Whitewood Library Back Door			
Removal and Installation of New Exterior Back Door - includes disposal, replacement of exterior "J" Channel, interior trim, handle set & closure	1	\$1,200.00	\$1,200.00
Exterior Door Package & Accessories - includes New PreFinished White Exterior Door - No Glass - Aluminum Clad Brickmold, Backing for Closure, Double Bore "J" Channel on Exterior and Interior Trim, Shims, Sealant, Etc	1	\$1,872.00	\$1,872.00
Sub Total			\$3,072.00
Sub Total			
***2% Excise Tax is included			
Total			\$3,072.00

Black Diamond Builders, LLC

Bid

Customer

Attention: DJ Werlinger
Dj@cityofwhitewood.com
City of Whitewood
Whitewood, SD 57793

Job/Description

Price

Library Door Replacement Labor - <ul style="list-style-type: none">• Removal of old door• Paint new door• Install new door• Disposal of all waste	\$1600.00
Materials – <ul style="list-style-type: none">• Paint• Door• J Channel	\$617.00
TOTAL	\$2217.00

Ordinance 2026-02

AN ORDINANCE AMENDING TITLE III, CHAPTER 30 & CHAPTER 31, OF THE
CITY OF WHITEWOOD, SOUTH DAKOTA
(WHITEWOOD-ADMINISTRATION)

Be It Ordained by the Common Council of the City of Whitewood that Title III Administration, Chapter 30 Mayor; Common Council, Section 30.03 President and Vice President, and Section 30.06 Departments and Supervision, Subsection B and Chapter 31 City Officials and Employees, Section 31.01 Officers; hires and Appointed, Subsection B, of the Ordinances of the City of Whitewood are hereby amended to add and read as follows:

§ 30.03 PRESIDENT AND VICE PRESIDENT.

At the first meeting of the Common Council in ~~May~~ July of each year, and after the qualifications of newly elected Common Council members, the Common Council shall elect from its own members a President and Vice President of the Common Council, who shall hold their respective offices for the ensuing year.

§ 30.06 DEPARTMENTS AND SUPERVISION.

(B) At the first meeting in ~~May~~ July of each year, the Mayor shall appoint a member of the Common Council to serve as supervisor of each of the above departments unless the Mayor shall choose to supervise any of the above departments himself or herself. The Mayor shall have the power at any time to remove any Common Council member from the position of supervisor of one of the above mentioned departments and replace him or her with another.

§ 31.01 OFFICERS; HIRED AND APPOINTED.

(B) There shall be appointed by the Mayor of the city, and ratified by the Common Council on the first Monday of ~~May~~ July of each year, a City Attorney, and Building Official, and such other appointed officers as may be provided for by statute or ordinance, who shall hold office until the first Monday of ~~May~~ July of the year following their appointment, and until their successors shall be appointed and qualified, unless otherwise their term should be terminated by the Mayor, as by law provided.

Dated this 20th day of July 2026.

CITY OF WHITEWOOD

By: _____

SARA J. FITZGERALD
Mayor

ATTEST:

By: _____

CORY C. HECKENLAIBLE

Finance Officer

(seal)

First Reading 07/06/2026

Second Reading 07/20/2026

Published 07/25/2026

Effective 08/15/2026

Ordinance 2026-03

AN ORDINANCE AMENDING TITLE V, CHAPTER 52, OF THE
CITY OF WHITEWOOD, SOUTH DAKOTA
(WHITEWOOD-PUBLIC WORKS)

Be It Ordained by the Common Council of the City of Whitewood that Title V Public Works, Chapter 52 Garbage and Refuse, of the Ordinances of the City of Whitewood are hereby amended to add Section 52.43 and 52.44 to read as follows:

§ 52.43 CITY BRUSH PILE; USE AND RESTRICTIONS.

(A) The city shall operate and maintain a brush pile for the disposal of yard waste generated within the city.

(B) The brush pile shall be used solely for the disposal of yard waste, including grass clippings, leaves, tree limbs, branches, and other vegetative materials. The disposal of household garbage, construction debris, appliances, furniture, hazardous materials, or any other non-yard waste materials shall be prohibited.

(C) Use of the brush pile shall be provided free of charge to ~~residents of the city~~ any city resident or water account holder in good standing. Non-residents may utilize the brush pile upon payment of a fee established by resolution of the City Council.

(D) Commercial dumping at the brush pile shall be prohibited. No contractor, landscaper, tree service/business, or other commercial entity shall dispose of yard waste at the brush pile unless specifically authorized by the city.

(E) No person shall deposit a load exceeding the capacity of a standard pickup truck or standard pickup truck and dump trailer combination . The use of ~~dump trailers~~, commercial trailers, semi-trailers, or other oversized vehicles for disposal at the brush pile shall be prohibited unless specifically authorized by the city. The city may establish reasonable limits on the number of loads deposited by any user during a calendar month or other designated period in order to preserve capacity and reduce misuse of the facility.

(F) The brush pile shall be secured by a locked gate. Access to the brush pile shall be provided by an access code issued by the city. The access code may be provided on city utility bills or by other means designated by the city. The access codes shall be changed by the city on a monthly basis or at such other intervals as the city deems necessary for security purposes and operational purposes.

(G) The access code issued by the city is for the sole use of the person to whom it is ~~provided~~ assigned. No person shall share, distribute, publish, post or otherwise provide the access code to any ~~other person not authorized by the city to receive it.~~ unauthorized person. Sharing or

distributing the access code shall constitute a violation of this section and may result in suspension or revocation of brush pile privileges.

(H) The brush pile area shall be ~~subject~~ monitored by ~~to~~ twenty-four-hour video surveillance. Any person found violating the provisions of this section may be subject to penalties as provided in § 10.99 and may be required to reimburse the city for any costs incurred in the removal or disposal of prohibited materials.

§ 52.44 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 § 52.43 shall be subject to a fine to not exceed \$200 or 30 days in jail, or both.

(C) In addition to the penalties set forth above, any person found in violation of this section may also be subject to suspension or revocation of brush pile privileges and may be required to reimburse the city for any costs incurred in the removal or disposal of prohibited materials.

Dated this 20th day of July 2026.

CITY OF WHITEWOOD

By: _____

SARA J. FITZGERALD
Mayor

ATTEST:

By: _____

CORY C. HECKENLAIBLE

Finance Officer

(seal)

2026-2027 MAYORAL APPOINTMENTS

PLANNING & ZONING COMMISSION: Irv Stone, Mike Weyrich, Levi Rave, David Morgan, Mike Day

STREET COMMISSION: Sara Fitzgerald, Jerry Davidson, Ken Noren

WATER/WASTEWATER COMMISSION: Sara Fitzgerald, Ken Noren

PARKS & RECREATION COMMISSION: Sara Fitzgerald, Jeremy Noren, Shelbi Bulat

FINANCE COMMISSION: Sara Fitzgerald,

LIQUOR COMMISSION: Sara Fitzgerald, Jeremy Noren, Shelbi Bulat

POLICE COMMISSION: Sara Fitzgerald

PUBLIC WORKS COMMISSION: Sara Fitzgerald

AMERICANS WITH DISABILITIES COMMISSION: Mayor & Council

ECONOMIC DEVELOPMENT: Bob Haiwick, Katie Rave, Mike Weyrich, Johnny Slone

FIRE DEPARTMENT COMMITTEE: Roxie Cooper

RAILROAD AUTHORITY: Gerald Frame

EMERGENCY PREPAREDNESS COORDINATOR: Sara Fitzgerald, Police Chief, Public Works Director

FREEHOLD APPRAISERS: Dan Schmidt, Bob Haiwick, Travis Barker

LIBRARY BOARD: Jerry Davidson

Cory Heckenlaible

From: Jonas, Blaire <Blaire.Jonas@state.sd.us>
Sent: Thursday, June 11, 2026 3:23 PM
To: Whitewood, City of; Cory Heckenlaible; Daniel Egan
Cc: Petersen, Brandy; pthomson; Poppen, Jim; Kafka, Kyle; Macy, Marc; Jonas, Blaire
Subject: Grant Award: BRIC23-0008 Whitewood H&H Study
Attachments: BRIC23-0008 Whitewood Study Grant Award.pdf

Good afternoon,

I am excited to inform you that the application to collect and analyze flood risk data, assess existing conditions, evaluate flood mitigation and resiliency options, and develop a technical report with a complete benefit-cost analysis to support future mitigation funding applications for Whitewood has (finally) been awarded! Please find the attached BRIC23-0008 Whitewood H&H Study grant award. Cory, you are listed as the Subrecipient Authorized Representatives (SAR). As the SAR, you may sign the grant award if your entity authorizes you to do so. Please review the grant award, sign pages 11, 15, and 33, and return them to our office for completion. I do not need the original; a scanned copy is sufficient.

Once the document is signed, our mitigation staff will host a virtual grant award briefing to discuss the award, special project considerations, quarterly reporting, reimbursement process, and grant closeout. After receiving grant award signatures, we will coordinate with the city to schedule the briefing.

If anyone has any questions, please let our staff know.

Congratulations!!



BLAIRE JONAS | NFIP/MITIGATION SPECIALIST
PRONOUNS: SHE/HER
SD Dept. of Public Safety | Office of Emergency Management
(605) 773-3231



[Customer Experience Survey](#)

Confidentiality Notice: The information contained in this email is confidential or privileged material and is intended only for use by the individual or entity to which it was addressed. Use or distribution of information contained in this email by any other individual or entity not intended to receive this is strictly prohibited.



SOUTH DAKOTA
DEPARTMENT
OF PUBLIC SAFETY

prevention - protection - enforcement
EMERGENCY MANAGEMENT

06/11/2026

City of Whitewood
Cory Heckenlaible, Finance Officer
1025 Meade Street
Whitewood, SD 57793

Re: Building Resilient Infrastructure and Communities (BRIC) Award -EMD-2023-BR-003-0008

Dear Mr. Heckenlaible:

A grant award has been approved through the Building Resilient Infrastructure and Communities program. This award is to the City of Whitewood to collect and analyze flood risk data, assess existing conditions, evaluate flood mitigation and resiliency options, and develop a technical report with a complete benefit-cost analysis to support future mitigation funding applications for Whitewood. The project federal share will not exceed \$93,225.00 and Sub-recipient Management Costs of \$5,400.00. Your entity has been awarded a 10% state share for \$12,430.00. Should the total eligible project cost be less than \$124,300.00, the respective federal, state, and sub-applicant share will be reduced accordingly.

Please sign and return the Sub-Recipient Agreement, the Environmental Report, and DHS Terms and Conditions to the Office of Emergency Management.

Ensure all environmental/historical preservation requirements are complied with in the execution of this project per the enclosed FEMA Environmental Report. Any deviation from the original scope of work will require a written request for a change of scope. This request will identify the proposed change of scope and address any adjustments of the total project cost and/or work schedule. Work cannot progress with regard to the request for change of scope until authorization has been received from the state to proceed.

A quarterly report must be submitted by the 15th of July and then quarterly thereafter until the project has been completed. Quarterly reports are due the 15th of January, April, July, and October. **Please review paragraph 31 for further details.** Should you have any questions, please contact me at (605) 773-3231.

Respectfully,

Jim Poppen
Mitigation Manager/State Hazard Mitigation Officer

CC:

File
Paul Thomson, Lawrence County EM
Brandy Petersen, Regional Coordinator

**STATE OF SOUTH DAKOTA
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF EMERGENCY MANAGEMENT**

**Sub-Recipient Agreement
Between**

City of Whitewood
1025 Meade Street
Whitewood, SD 57793

State of South Dakota
Department of Public Safety
Office of Emergency Management
118 W. Capitol Ave.
Pierre SD 57501

Referred to as Sub-Recipient

Referred to as State

The State and Sub-Recipient hereby enter into this agreement (the "Agreement" hereinafter) for a grant award of Federal financial assistance to Sub-Recipient.

A. REQUIRED AUDIT PROVISIONS FOR GRANT AWARDS

1. FEDERAL AWARD IDENTIFICATION:

Information for the Federal Award Identification, as described in 2 CFR 200.332(b) is included in Exhibit A and, is incorporated herein. In the event of a change in the award or funding source, the information inserted below or included in Exhibit A may change. Sub-Recipient's consent shall not be required for the change in award or funding source and the change shall not be subject to the requirements for an amendment to this Agreement. In the event of a change, the State will provide updated information at least annually.

2. PERIOD OF PERFORMANCE OF THIS AGREEMENT:

This agreement shall be effective as indicated in Exhibit A.

3. SCOPE OF WORK AND PERFORMANCE PROVISIONS:

A. The Sub-Recipient will undertake and complete the work or performance as follows: to collect and analyze flood risk data, assess existing conditions, evaluate flood mitigation and resiliency options, and develop a technical report with a complete benefit-cost analysis to support future mitigation funding applications for Whitewood.

4. BASIS FOR SUBAWARD AMOUNTS:

This grant is made for the purpose of BRIC-FY-23 and the amounts are indicated in Exhibit A.

5. RISK ASSESSMENTS, MONITORING AND REMEDIES:

Risk assessments will be ongoing throughout the project period. Sub-Recipient agrees to allow the State to monitor Sub-Recipient to ensure compliance with program requirements, to identify any deficiencies in the administration and performance of the award and to facilitate the same. At the discretion of the State, monitoring may include but is not limited to the following: On-site visits, follow-up, document and/or desk reviews, third-party evaluations, virtual monitoring, technical assistance and informal monitoring such as email and telephone interviews. As appropriate, the cooperative audit resolution process may be applied.

Sub-Recipient agrees to comply with ongoing risk assessments, to facilitate the monitoring process, and further, Sub-Recipient understands and agrees that the requirements and conditions under the grant award may change as a result of the risk assessment/monitoring process.

The State shall evaluate each subrecipient's fraud risk and risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring.

In the event of noncompliance or failure to perform under the grant award, the State has the authority to apply remedies, including but not limited to: temporary withholding payments, disallowances, suspension or termination of the federal award, suspension of other federal awards received by Sub-Recipient, debarment, or other remedies including civil and/or criminal penalties as appropriate.

6. RETENTION AND INSPECTION OF RECORDS:

The Sub-Recipient agrees to maintain or supervise the maintenance of records necessary for the proper and efficient operation of the program, including records and documents regarding applications, determination of eligibility (when applicable), the provision of services, administrative costs, and statistical, fiscal, and other information records necessary for reporting and accountability required by the State. The Sub-Recipient shall retain such records for a period of three years after the date of the submission of the final expenditure report. Records for real property and equipment must be retained for 3 years after final disposition.

If any litigation, claim, or audit is started before the expiration of the three-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. The three-year retention period may be extended upon written notice by the State. Records for real property and equipment acquired with Federal funds must be retained for three years after final disposition. When records are transferred to or maintained by the Federal awarding agency or the State, the three-year retention requirement is not applicable to the Sub-Recipient. In the event Sub-Recipient must report program income after the period of performance, the retention period for the records pertaining to the earning of the program income starts from the end of Sub-Recipient's fiscal year in which the program income is earned. In the event the documents and their supporting records consist of indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable, the following applies: (1) If submitted for negotiation - If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the State) to form the basis for negotiation of the rate, then the three-year retention period for its supporting records starts from the date of such submission. (2) If not submitted for negotiation - If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the State) for negotiation purposes, then the three-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the Sub-Recipient's fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

The State, through any authorized representative, shall have access to and the right to examine and copy all records, books, papers or documents related to services rendered under this Agreement and shall have access to personnel of the Sub-Recipient for purposes of interview and discussion related to the records, books, papers and documents. State Proprietary Information, which shall include all information disclosed to the Sub-Recipient by the State, shall be retained in Sub-Recipient's secondary and backup systems and shall remain fully subject to the obligations of confidentiality stated herein until such information is erased or destroyed in accordance with Sub-Recipient's established record retention policies.

All payments to the Sub-Recipient by the State are subject to site review and audit as prescribed and carried out by the State. Any over payment under this Agreement shall be returned to the State within thirty days after written notification to the Sub-Recipient.

7. AUDIT REQUIREMENTS:

If Sub-Recipient expends \$1,000,000 or more in federal awards during the Sub-Recipient's fiscal year, (\$750,000 for fiscal years on or before September 30, 2024), the Sub-Recipient must have an audit conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, by an auditor approved by the Auditor General to perform the audit. On continuing audit engagements, the Auditor General's approval should be obtained annually. Approval of an auditor must be obtained by forwarding a copy of the audit engagement letter to:

Department of Legislative Audit
A-133 Coordinator
427 South Chapelle
% 500 East Capitol
Pierre, SD 57501-5070

If the Sub-Recipient expends less than \$1,000,000 during any Sub-Recipient fiscal year, the State may perform a more limited program or performance audit related to the completion of the Agreement objects, the eligibility of services or costs, and adherence to Agreement provisions.

Audits shall be completed and filed with the Department of Legislative Audit by the end of the 9th month following end of the fiscal year being audited.

For either an entity-wide, independent financial audit or an audit under 2 CFR Part 200 Subpart F, the Sub-Recipient shall resolve all interim audit findings to the satisfaction of the auditor. The Sub-Recipient shall facilitate and aid any such reviews, examinations, agreed upon procedures etc., the State or its contractor(s) may perform.

Failure to complete audit(s) as required, including resolving interim audit findings, will result in the disallowance of audit costs as direct or indirect charges to programs. Additionally, a percentage of awards may be withheld, overhead costs may be disallowed, and/or awards may be suspended, until the audit is completely resolved.

The Sub-Recipient shall be responsible for payment of any and all audit exceptions which are identified by the State. The State may conduct an agreed upon procedures engagement as an audit strategy. The Sub-Recipient may be responsible for payment of any and all questioned costs, as defined in 2 C.F.R. 200.84, at the discretion of the State.

Notwithstanding any other condition of the Agreement, the cooperative audit resolution process applies, as appropriate. The books and records of the Sub-Recipient must be made available if needed and upon request at the Sub-Recipient's regular place of business for audit by personnel authorized by the State. The State and/or federal agency has the right to return to audit the program during performance under the grant or after close-out, and at any time during the record retention period, and to conduct recovery audits including the recovery of funds, as appropriate.

If applicable, Sub-Recipient agrees to comply in full with the administrative requirements and cost principles as outlined in OMB uniform administrative requirements, cost principles, and audit requirements for federal awards – 2CFR Part 200 (Uniform Administrative Requirements).

8. SUB-RECIPIENT ATTESTATION:

By signing this Agreement, Sub-Recipient attests to the following requirements as set forth in SDCL § 1-56-10:

- (A) A conflict of interest policy is enforced within the recipient's or sub-recipient's organization;
- (B) The Internal Revenue Service Form 990 has been filed, if applicable, in compliance with federal law, and is displayed immediately after filing on the recipient's or sub-recipient's website;
- (C) An effective internal control system is employed by the recipient's or sub-recipient's organization;
and
- (D) If applicable, the recipient or sub-recipient is in compliance with the federal Single Audit Act, in compliance with § 4-11-2.1, and audits are displayed on the recipient's or sub-recipient's website.

Sub-Recipient certifies that its internal control system includes cybersecurity and other measures to safeguard information.

Sub-Recipient certifies that it will take reasonable cybersecurity and other measures to safeguard information including protected personally identifiable information (PII) and other types of information.

Whenever applying for funds, requesting payment, and submitting financial reports, Sub-Recipient asserts the following:

I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812.

Sub-Recipient further represents that any and all concerns or issues it had in complying with the foregoing attestations were provided to the State and resolved to their satisfaction prior to signing this Agreement.

If Sub-recipient is a non-state agency they agree to disclose to the State, in writing, any conflict of interest that exist under the Sub-recipient's conflict of interest policy. The State will publicly post any disclosed conflicts of interest along with the corresponding grant agreement on the OpenSD website.

In the event of a significant change in the conflict of interest policy, sub-recipient agrees to provide immediate notice of such change to the State, and provide a copy of the new conflict of interest policy. Sub-recipient understands that any change in the conflict of interest policy may result in a change in their monitoring or other performance requirements under the grant and expressly agrees to comply with those changes and to facilitate any additional monitoring as required by the State.

9. CLOSEOUT:

Sub-grant closeout will be completed upon verification of final reimbursement between the State and sub-recipient. The State will prepare the closeout documents consisting of: 1-Request to close the grant, 2-Final Mitigation Project Work Schedule and Performance Report, 3-Written justification all environmental Conditions were met. The State will provide the completed documents to the sub-recipient for review for accuracy or corrections and upon verification of accuracy documents, sub-recipient will sign and return to the State. This will complete the sub-recipient closeout requirements.

B. STANDARD CLAUSES

10. ASSURANCE REQUIREMENTS:

The Sub-Recipient agrees to abide by all applicable provisions of the following: Byrd Anti Lobbying Amendment (31 USC 1352), Debarment and Suspension (Executive Orders 12549 and 12689 and 2 C.F.R. 180), Drug-Free Workplace, Executive Order 11246 Equal Employment Opportunity as amended by Executive Order 11375 and implementing regulations at 41 C.F.R. part 60, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Drug Abuse Office and Treatment Act of 1972, Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Age Discrimination Act of 1975, Americans with Disabilities Act of 1990, Pro-Children Act of 1994, Hatch Act, Health Insurance Portability and Accountability Act (HIPAA) of 1996 as amended, Clean Air Act, Federal Water Pollution Control Act, Charitable Choice Provisions and Regulations, Equal Treatment for Faith-Based Religions at Title 28 Code of Federal Regulations Part 38, the Violence Against Women Reauthorization Act of 2013 and American Recovery and Reinvestment Act of 2009, as applicable; and any other nondiscrimination provision in the specific statute(s) under which application for Federal assistance is being made; and the requirements of any other nondiscrimination statute(s) which may apply to the award; and any additional provision found in Exhibit C.

11. SUB-RECIPIENT IDENTIFICATION:

Upon execution of this Agreement, Sub-Recipient will provide the State with Sub-Recipient's Employer Identification Number, Federal Tax Identification Number or Social Security Number.

12. USE OF EQUIPMENT, SUPPLIES AND FACILITIES:

Sub-Recipient will not use State equipment, supplies or facilities.

13. THIRD PARTY BENEFICIARIES:

This Agreement is intended to govern only the rights and interests of the parties named herein. It is not intended to create, does not and may not be relied upon to create, any rights, substantive or procedural, enforceable at law by any third party in any matters, civil or criminal.

14. COST PRINCIPLES:

Sub-Recipient agrees to comply in full with the administrative requirements and cost principles as outlined in OMB uniform administrative requirements, cost principles, and audit requirements for federal awards – 2CFR Part 200 (Uniform Administrative Requirements).

15. TERMINATION:

This Agreement may be terminated by either party hereto upon thirty (30) days written notice. In the event the Sub-Recipient breaches any of the terms or conditions hereof, this agreement may be terminated by the State for cause at any time, with or without notice. Upon termination of this agreement, all accounts and payments shall be processed according to financial arrangements set forth herein for services rendered to date of termination. Any terms of this Agreement that would, by their nature or through the express terms of this Agreement, survive the expiration or termination of this Agreement shall so survive including but not limited to the indemnification, controlling law and venue, and sovereign immunity provisions.

16. FUNDING:

This Sub-Recipient Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of the law or federal funds reduction, this Agreement will be terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.

17. ASSIGNMENT AND AMENDMENT:

This Agreement may not be assigned, nor the funds given to a new or additional subrecipient, without the express written consent of the State. This agreement may not be amended except in writing, which writing shall be expressly identified as part hereof, and be signed by an authorized representative of each of the parties hereto. Any assignees, subrecipients, or successors in interest must agree to be bound by all terms contained within this agreement and shall be bound hereby to all these terms.

18. CONTROLLING LAW AND VENUE:

This Sub-Recipient Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota, exclusive of its choice of law principals. Federal law, administrative rules, and grant guidelines control the use and administration of federal grants. Venue for any lawsuit pertaining to or affecting this Agreement shall be in the Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

19. MERGER:

All other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.

20. SEVERABILITY:

In the event that any provision of this Agreement shall be held unenforceable or invalid by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement, which shall remain in full force and effect.

21. NOTICE:

Any notice or other communication required under this Agreement shall be in writing.

22. SUBCONTRACTORS/SUB-SUB-RECIPIENTS:

The Sub-Recipient may use contractors to perform work under this Agreement as set forth in Section C. The Sub-Recipient may not sub-grant funds under this Agreement without the previous written approval of the State.

The Sub-Recipient will include provisions in its contracts for this project (or sub-grants if approved) requiring its contractors and sub-recipients to comply with the applicable provisions of this Agreement, to indemnify the State, and to provide insurance coverage for the benefit of the State in a manner consistent with this Agreement. The Sub-Recipient will cause its contractors, sub-recipients, agents, and employees to comply with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance. The State, at its option, may require the vetting of any contractors and/or sub-recipients. The Sub-Recipient is required to assist in this process as needed.

23. CONFLICT OF INTEREST:

Sub-Recipient agrees to establish safeguards to prohibit any employee or other person from using their position for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain as contemplated by SDCL 5-18A-17 through 5-18A-17.6. Any potential conflict of interest must be disclosed in writing and approved, in writing, by the State. In the event of a conflict of interest, the Sub-Recipient expressly agrees to be bound by the conflict of interest resolution process set forth in SDCL § 5-18A-17 through 5-18A-17.6.

24. TERMS:

By accepting this Agreement, the Sub-Recipient assumes certain administrative and financial responsibilities. Failure to adhere to these responsibilities without prior written approval by the State shall be a violation of the terms of this Agreement, and the Agreement shall be subject to termination. Termination of this Agreement for any reason by either party does not relieve the Sub-Recipient of its responsibilities under this Agreement as to funds already paid.

The indemnification provision of this Agreement survives termination. If the Sub-Recipient fails to complete the project within the timelines of this Agreement, the Sub-Recipient may submit a written request for an extension. If no request for an extension is received, and the term of this Agreement expires, the funds awarded under this Agreement will automatically de-obligate and be available to other sub-recipients. The term of this Agreement does not include processing time allowed for final bills, but all work must be completed within the term unless an extension is requested and approved in writing.

25. CERTIFICATIONS:

a. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION:

Sub-Recipient certifies, by signing this Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or any state or local government department or agency. Sub-Recipient further agrees that it will immediately notify the State if during the term of this Agreement it or its principals become subject to debarment, suspension or ineligibility from participating in transactions by the federal government, or by any state or local government department or agency.

b. COMPLIANCE WITH EXECUTIVE ORDER 2020-01

By entering into this Agreement, Sub-Recipient certifies and agrees that it has not refused to transact business activities, it has not terminated business activities, and it has not taken other similar actions intended to limit its commercial relations, related to the subject matter of this Agreement, with a person or entity that is either the State of Israel, or a company doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel to do business, or doing business in the State of Israel, with the specific intent to accomplish a boycott or divestment of Israel in a discriminatory manner. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to terminate this Agreement. Sub-Recipient further agrees to provide immediate written notice to the State if during the term of this Agreement it no longer complies with this certification, and agrees such noncompliance may be grounds for termination of this Agreement.

c. COMPLIANCE WITH EXECUTIVE ORDER 2023-02:

Sub-Recipient certifies and agrees that the following information is correct:

In preparing its response or offer or in considering proposals submitted from qualified, potential vendors, suppliers, and subcontractors, or in the solicitation, selection, or commercial treatment of any vendor, supplier, or subcontractor, Sub-Recipient is not an entity, regardless of its principal place of business, that is ultimately owned or controlled, directly or indirectly, by a foreign national, a foreign parent entity, or foreign government from China, Iran, North Korea, Russia, Cuba, or Venezuela, as defined by South Dakota Executive Order 2023-02.

Sub-Recipient further agrees that, if this certification is false, such false certification will constitute grounds for the State to terminate this Agreement. Sub-Recipient further agrees to provide immediate written notice to the State if during the term of this Agreement it no longer complies with this certification and agrees such noncompliance may be grounds for termination of this Agreement.

d. CERTIFICATION OF NO STATE LEGISLATOR INTEREST:

Sub-Recipient (i) understands neither a state legislator nor a business in which a state legislator has an ownership interest may be directly or indirectly interested in any contract with the State that was authorized by any law passed during the term for which that legislator was elected, or within one year thereafter, and (ii) has read South Dakota Constitution Article 3, Section 12 and has had the opportunity to seek independent legal advice on the applicability of that provision to this Agreement. By signing this Agreement, Sub-Recipient hereby certifies that this Agreement is not made in violation of the South Dakota Constitution Article 3, Section 12.

e. COMPLIANCE WITH SDCL CH. 5-18A:

Sub-Recipient certifies and agrees that the following information is correct:

The bidder or offeror is not an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly-owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates, of those entities or business associations, regardless of their principal place of business, which is ultimately owned or controlled, directly or indirectly, by a foreign parent entity from, or the government of, the People's Republic of China, the Republic of Cuba, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Russian Federation, or the Bolivarian Republic of Venezuela.

It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the purchasing agency to reject the bid or response submitted by the bidder or offeror on this project and terminate any contract awarded based on the bid or response, and further would be cause to suspend and debar a business under SDCL § 5-18D-12.

The successful bidder or offeror further agrees to provide immediate written notice to the purchasing agency if during the term of the contract it no longer complies with this certification and agrees such noncompliance may be grounds for contract termination and would be cause to suspend and debar a business under SDCL § 5-18D-12.

26. INDEMNIFICATION:

Sub-Recipient agrees to indemnify the State of South Dakota, its officers, agents, and employees, from and against all claims or proceedings for actions, suits, damages, liabilities, other losses or equitable relief that may arise at least in part as a result of an act or omission in performing services under this Agreement. Sub-Recipient shall defend the State of South Dakota, its officers, agents, and employees against any claim, including any claim, action, suit, or other proceeding related to the claim. Sub-Recipient's obligation to indemnify includes the payment of attorney fees and other costs of defense. In defending the State of South Dakota, its officers, agents, and employees, Sub-Recipient shall engage other professionals, subject to the written approval of the State which shall not be unreasonably withheld. Notwithstanding the foregoing, the State may, in its sole discretion and at the expense of Sub-Recipient, engage attorneys and other professionals to defend the State of South Dakota, its officers, agents, and employees, or to assist Sub-Recipient in the defense.

This section does not require Sub-Recipient to be responsible for or defend against claims or proceedings for damages, liabilities, losses or equitable relief arising solely from errors or omissions of the State, its officers, agents or employees.

27. SOVEREIGN IMMUNITY

Nothing in this Agreement is intended to constitute a waiver of sovereign immunity by or on behalf of the State of South Dakota, its agencies, officers or employees.

28. HEADINGS:

The headings in this Agreement are for convenience and reference only and shall not govern, limit, modify or in any manner affect the scope, meaning, or intent of the provisions of this Agreement.

C. AGENCY OR GRANT SPECIFIC CLAUSES

29. CHANGES IN SCOPE OF WORK:

All conditions stated in the project's environmental document must be followed. This project cannot be changed or altered in any way without written authorization from the state and FEMA. A change in scope is any change from the description of the project as approved. Examples include increasing the number of structures, adding new structures in an acquisition, and changes to engineering design. Proposed changes must be formally submitted to the state for review. The applicant must obtain approval from the State and FEMA before proceeding with any changes to the project or federal funding will be jeopardized. Changes may require additional environmental review.

30. REIMBURSEMENTS:

The federal share will not exceed \$93,225.00. Should the total eligible project cost be less than \$124,300.00, the respective federal and sub-applicant share will be reduced accordingly. All reimbursements will be made to maintain the original grant cost share.

31. REPORTING REQUIREMENTS:

The Sub-Recipient shall submit quarterly reports that include a comparison of actual accomplishments to the approved activity objectives, percentage completed to date, and summary of the financial activity for the reporting quarter and include planned activity for the next quarter. The reports shall be submitted within 15 days

of the end of the quarter. The quarters will end on December 30, March 30, June 30, and September 30. Failure to submit quarterly reports may result in termination of this grant agreement.

32. FEDERAL REGULATIONS:

The Sub-Recipient shall comply with Unified Hazard Mitigation Assistance Grant Program Guidance, 2 CFR Part 225, The Robert T. Stafford Relief and Emergency Assistance Act, as amended, 42 U.S.C. 5121-5206 (Stafford Act), Title 44 of the Code of Federal Regulations (CFR), and 31 CFR 205.6.

33. DOMESTIC PREFERENCES FOR PROCUREMENT:

In accordance with 2 CFR 200.322, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or material produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

34. BUY AMERICA, BUILD AMERICA ACT (BABAA)

Sub-Recipient certifies and agrees that all contractors and subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act (BABAA) shall file the required certification to the Sub-Recipient who, in turn, will forward the required certification to the State with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA. Sub-Recipient certifies that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured products, and construction materials used in the project were produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Sub-Recipient shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirement. Such disclosures shall be forwarded to the State who, in turn, will forward the disclosures to FEMA.

35. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

2 CFR 200.216 prohibits state and non-state entities from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system as identified in Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200.

36. RECORD OF ENVIRONMENT CONSIDERATION:

Sub-Recipient will read and comply with the Record of Environmental Consideration (REC), which is attached as Exhibit B.

37. U.S. DEPARTMENT OF HOMELAND SECURITY STANDARD TERMS AND CONDITIONS

Sub-Recipient will read and comply with the FY 2026 DHS Standard Terms and Conditions, which are attached as Exhibit C. All terms and conditions applicable to the recipient, as referenced in Exhibit C, also apply to the Sub-Recipient.

D. AUTHORIZED SIGNATURES

In witness hereto, the parties signify their agreement by affixing their signatures hereto.

_____ Sub-Recipient Signature	_____ Date
_____ State - SD Office of Emergency Management Building Resilient Infrastructure and Communities Administrator	_____ Date
_____ State – Director of SD Office of Emergency Management	_____ Date

Exhibit A

FEDERAL AWARD IDENTIFICATION

- a. Sub-recipient's name (which must match the name associated with its Unique Entity Identifier (SAM)) number:
City of Whitewood
- b. Sub-Recipient's unique entity identifier Unique Entity Identifier (SAM) number: FV9FJJ13JLN7
- c. Federal Award Identification Number (FAIN): EMD-2023-BR-003-0008
- d. Federal Award Date: 06/11/2026
- e. Sub-award Period of Performance: 10/24/2024 - 10/23/2027
- f. Amount provided by State/Grantor: \$111,055.00 (Project \$105,655.00 & SRMC \$5,400.00)
- g. Amount matched by Sub-Recipient: \$18,645.00
- h. Total Grant Amount: \$129,700.00 (Project \$124,300.00 & SRMC \$5,400.00)
- i. Amount of federal funds obligated to the Sub-Recipient by this agreement: \$98,625.00 (Project \$93,225.00 & SRMC \$5,400.00)
- j. Total amount of federal funds obligated to the Sub-Recipient: \$98,625.00 (Project \$93,225.00 & SRMC \$5,400.00)
- k. Total amount of the federal award committed to the Sub-Recipient: \$98,625.00 (Project \$93,225.00 & SRMC \$5,400.00)
- l. The federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA), is as follows: to collect and analyze flood risk data, assess existing conditions, evaluate flood mitigation and resiliency options, and develop a technical report with a complete benefit-cost analysis to support future mitigation funding applications for Whitewood.
- m. Name of Federal awarding agency: Federal Emergency Management Agency (FEMA)
Pass-through entity: South Dakota Office of Emergency Management
Contact information for awarding official of the Pass-through entity: 118 W. Capitol Ave., Pierre, SD 57501-2479
ATTN: SHMO 605-773-3231
- n. CFDA No(s) and Name(s): 97.047 - Building Resilient Infrastructure and Communities
- o. Is the grant award for research and development (R&D)? YES NO
- p. Indirect Cost Rate for federal award: N/A

EXHIBIT B FEDERAL EMERGENCY MANAGEMENT AGENCY

17:23:03

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project ID: EMD-2023-BR-003-0008

Title: Whitewood Flood Risk Assessment, Mitigation, and Resiliency Building Analysis And Mitigation

NEPA DETERMINATION

Non Compliant Flag: No	EA Draft Date:	EA Final Date:
EA Public Notice Date:	EA Fonsi Date:	Level: CATEX
EIS Notice of Intent Date:	EIS ROD Date:	

Comments: The City of Whitewood in Lawrence County, South Dakota proposes an Advance Assistance Project to conduct an engineering/feasibility study to evaluate existing flood risk and develop a rainfall-runoff-routing model. The risk assessment will include the portion of the city that is west of I-90 and will focus on the area south of the railroad tracks where there are two unnamed watersheds that drain into the town. The runoff and risk from these watersheds is currently unknown and will be examined as a part of this grant. The City's engineering consultant will evaluate existing flood risk by collecting LiDAR and surveying data and developing a rainfall-runoff-routing model. This modeling will be used to develop mitigation options and ways to increase flood resiliency for up to three locations. City representatives will identify a preferred mitigation option, and a preliminary benefit-cost analysis will be prepared with minimal conceptual designs. The risk analysis, mitigation options, benefit-cost analysis, and key conclusions will be summarized in a report. The level of engineering for this grant will be concept-level only. This project involves no ground disturbing activities or alterations to existing structures; if the project scope of work changes to include these actions, additional environmental review will be required.

This Advance Assistance project has been determined to be Categorical Excluded from the need to prepare either an Environmental Impact Statement or Environmental Assessment in accordance with FEMA Instruction 108-1-1 and FEMA Directive 108-1-1 as authorized by DHS Instruction Manual 023-01-001-01, Revision 1. Categorical Exclusion A4 (Information gathering, data analysis and processing, information dissemination, review, interpretation, and development of documents) and A7 (the commitment of resources, personnel, and funding to conduct audits, surveys, and data collection of a minimally intrusive nature) have been applied. Particular attention should be given to the project conditions before and during project implementation. Failure to comply with these conditions may jeopardize federal assistance including funding.

- rbaile11 - 05/05/2026 19:18:03 GMT

CATEX CATEGORIES

Catex Category Code	Description	Selected
a4	(a4) Information gathering, data analysis and processing, information dissemination, review, interpretation, and development of documents. If any of these activities result in proposals for further action, those proposals must be covered by an appropriate CATEX. Examples include but are not limited to: (a) Document mailings, publication and distribution, training and information programs, historical and cultural demonstrations, and public affairs actions. (b) Studies, reports, proposals, analyses, literature reviews; computer modeling; and non-intrusive intelligence gathering activities.	Yes
a7	(a7) The commitment of resources, personnel, and funding to conduct audits, surveys, and data collection of a minimally intrusive nature. If any of these commitments result in proposals for further action, those proposals must be covered by an appropriate CATEX. Examples include, but are not limited to: (a) Activities designed to support the improvement or upgrade management of natural resources, such as surveys for threatened and endangered species, wildlife and wildlife habitat, historic properties, and archeological sites; wetland delineations; timber stand examination; minimal water, air, waste, material and soil sampling; audits, photography, and interpretation. (b) Minimally-intrusive geological, geophysical, and geo-technical activities, including mapping and engineering surveys. (c) Conducting Facility Audits, Environmental Site Assessments and Environmental Baseline Surveys, and (d) Vulnerability, risk, and structural integrity assessments of infrastructure.	

EXTRAORDINARY CIRCUMSTANCES

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project ID: EMD-2023-BR-003-0008

Title: Whitewood Flood Risk Assessment, Mitigation, and Resiliency Building Analysis And Mitigation

Extraordinary Circumstance Code	Description	Selected ?
	No Extraordinary Circumstances were selected	

ENVIRONMENTAL LAW / EXECUTIVE ORDER

Environmental Law/ Executive Order	Status	Description	Comments
Clean Air Act (CAA)	Completed	Project will not result in permanent air emissions - Review concluded	The scope of work associated with this project would not cause emissions of criteria pollutants or their precursors. Therefore, the scope of work associated with this undertaking is exempt from a conformity determination under the General Conformity Rule. - rbaile11 - 05/05/2026 19:21:02 GMT
Coastal Barrier Resources Act (CBRA)	Completed	Project is not on or connected to CBRA Unit or otherwise protected area - Review concluded	
Clean Water Act (CWA)	Completed	Project would not affect any water of the U.S. - Review concluded	
Coastal Zone Management Act (CZMA)	Completed	Project is not located in a coastal zone area and does not affect a coastal zone area - Review concluded	
Executive Order 11988 - Floodplains	Completed	No effect on floodplain/flood levels and project outside floodplain - Review concluded	Project is Advance Assistance for planning and engineering studies which does not involve potential impacts to the floodplain. - rbaile11 - 05/05/2026 19:22:27 GMT
Executive Order 11990 - Wetlands	Completed	No effects on wetlands and project outside wetlands - Review concluded	Project is Advance Assistance for planning and engineering studies which does not involve potential impacts to the wetlands. - rbaile11 - 05/05/2026 19:22:43 GMT
Endangered Species Act (ESA)	Completed	Listed species and/or designated critical habitat present in areas affected directly or indirectly by the federal action	Determination based on 5/1/2026 review of USFWS site at: https://ecos.fws.gov/ipact/ ; threatened and endangered species and/or critical habitat are listed within the identified project area, but the type of activity proposed has been determined to have no effect. - rbaile11 - 05/05/2026 19:19:29 GMT
	Completed	No effect to species or designated critical habitat (See comments for justification) - Review concluded	
Farmland Protection Policy Act (FPPA)	Completed	Project does not affect designated prime or unique farmland - Review concluded	
Migratory Bird Treaty Act (MBTA)	Completed	Project located within a flyway zone	
	Completed	Project does not have potential to take migratory birds - Review concluded	

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project ID: EMD-2023-BR-003-0008

Title: Whitewood Flood Risk Assessment, Mitigation, and Resiliency Building Analysis And Mitigation

Environmental Law/ Executive Order	Status	Description	Comments
Magnuson-Stevens Fishery Conservation and Management Act (MSA)	Completed	Project not located in or near Essential Fish Habitat - Review concluded	
National Historic Preservation Act (NHPA)	Completed	Not type of activity with potential to affect historic properties - Review concluded	Pursuant to Stipulation I.A.7.f (Assistance provided for planning, studies, design and engineering costs that involve no commitment of resources other than staffing and associated funding) of the Programmatic Agreement among the Federal Emergency Management Agency (FEMA), the South Dakota State Historic Preservation Officer (SHPO) and the South Dakota Office of Emergency Management, signed July 29, 2021, FEMA has determined that the undertaking as described will have no potential to effect historic properties. Thus, the undertaking does not require SHPO review, and FEMA has no further Section 106 responsibilities in accordance with 36 CFR 800.3(a)(1). - rbaile11 - 05/05/2026 19:18:53 GMT
Wild and Scenic Rivers Act (WSR)	Completed	Project is not along and does not affect Wild and Scenic River - Review concluded	

CONDITIONS

Special Conditions required on implementation of Projects:

Source of condition: NEPA Determination

Monitoring Required: No

Standard Conditions:

Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.

This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

I have read and understand the environmental conditions of this project. If any questions arise from this project, we will contact the Office of Emergency Management.

Sub-Recipient Signature

Date

EXHIBIT C

Section 6.5 – DHS Standard Terms and Conditions



Homeland Security

Chapter 6: Financial Assistance

Section 6.5 – Department of Homeland Security (DHS) Standard Terms and Conditions

Table of Contents

Chapter 6: Financial Assistance.....	1
Section 6.5 – Department of Homeland Security (DHS) Standard Terms and Conditions.....	1
Introduction.....	1
Responsibilities.....	2
Policy.....	2
1. Assurances, Administrative Requirements, Cost Principles, Representations and Certifications.....	3
2. General Acknowledgements and Assurances	3
3. Standard Terms and Conditions	4
3-1. Laws and Regulations	4
3-2. Executive Orders	17
3-3. DHS Policy.....	17

Introduction

This section provides the policy for the Department of Homeland Security (DHS) Standard Terms and Conditions. These DHS Standard Terms and Conditions are referenced in the Notice of Award which includes all terms and conditions of a specific award. The Notice of Funding Opportunity (NOFO) for each DHS program describes program requirements and may include program specific terms and conditions.

Revisions from the previous DHS Standard Terms and Conditions dated April 18, 2025, are due to changes in statutes, regulations, and executive orders. The following terms are added for Fiscal Year (FY) 2026:

- a. American Security Drone Act of 2023.
- b. Executive Order 14332, Improving Oversight of Federal Grantmaking.

Section 6.5 – DHS Standard Terms and Conditions

The following terms are updated:

- a. Communication and Cooperation with the Department of Homeland Security and Immigration Officials.
- b. Termination of a Federal Award.
- c. National Environmental Policy Act (NEPA) of 1969.

The following terms are removed:

- a. Civil Rights Civil Liberties (CRCL) Evaluation Tool.
- b. Limited English Proficiency (Civil Rights Act of 1964, Title VI).

Future revisions will be captured in a summary of changes within this policy section.

These DHS Standard Terms and Conditions are effective April 16, 2026. This section will be updated, as necessary to comply with the statutes, regulations in Title 2 Code of Federal Regulations (C.F.R.), agency regulations, executive orders, and DHS policy.

Responsibilities

All recipients, including pass-through entities and their subrecipients, are responsible for complying with the DHS Standard Terms and Conditions.

Policy

The DHS Standard Terms and Conditions apply to all new federal awards of federal financial assistance (federal awards) for which the federal award date occurs in FY 2026, and flow down to subrecipients unless a term or condition specifically indicates otherwise. For Federal continuation awards made in subsequent Fiscal Years (FYs), the current¹ DHS Standard Terms and Conditions apply unless otherwise specified in the terms and conditions of the continuation awards. The United States has the right to seek judicial enforcement of these terms and conditions.

¹ For example, the FY 26 DHS Standard Terms and Conditions (T&Cs) apply to FY 26 continuation awards unless otherwise specified in the continuation memorandum. The continuation memorandum identifies the applicable FY DHS Standard T&Cs for the award.

These FY 2026 DHS Standard Terms and Conditions are also maintained on the DHS website at <https://www.dhs.gov/publication/dhs-standard-terms-and-conditions>.

1. Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

Recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances, as instructed.

2. General Acknowledgements and Assurances

- a. Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located in Title 2, Code of Federal Regulations, Part 200 and adopted by DHS at 2 C.F.R. § 3002.10.
- b. All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337.
 - 1) Recipients must cooperate with any DHS compliance reviews or compliance investigations.
 - 2) Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal award and permit access to facilities and personnel.
 - 3) Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
 - 4) Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or DHS Component program guidance. Organization costs related to data and evaluation are allowable. The definition of data and evaluation costs is in 2 C.F.R. § 200.455(c), the full text of which is incorporated by reference.

3. Standard Terms and Conditions

3-1. Laws and Regulations

Laws and Regulations	Terms and Conditions	Authorities
Age Discrimination Act of 1975	Recipients must comply with the <i>Age Discrimination Act of 1975</i> , Public Law 94-135 (codified as amended at Title 42, U.S. Code § 6101 <i>et seq.</i>), which prohibits recipients from discriminating on the basis of age in any program or activity receiving federal financial assistance.	Public Law 94-135 (codified as amended at Title 42, U.S. Code § 6101 <i>et seq.</i>)
American Security Drone Act of 2023	Recipients must comply with the <i>American Security Drone Act of 2023</i> , of the <i>National Defense Authorization Act for Fiscal Year 2024</i> , Pub. L. 118-31 (41 U.S.C. § 3901 note prec.), which prohibits the procurement and operation of covered unmanned aircraft systems manufactured or assembled by covered foreign entities.	41 U.S.C. § 3901 note prec.
Americans with Disabilities Act of 1990	Recipients must comply with the requirements of Titles I, II, and III of the <i>Americans with Disabilities Act</i> , Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.	Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213)
Civil Rights Act of 1964 – Title VI	Recipients must comply with the <i>Civil Rights Act of 1964</i> , which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations are in 6 C.F.R. Part 21. The Federal Emergency Management Agency’s (FEMA) implementing regulations are in 44 C.F.R. Part 7.	Pub. L. 88-352 (codified as amended at 42 U.S.C. § 2000d <i>et seq.</i> 6 C.F.R. Part 21. 44 C.F.R. Part 7.
Civil Rights Act of 1968 – Title VIII	Recipients must comply with Title VIII of the <i>Civil Rights Act of 1968</i> , Pub. L. 90-284 (codified as amended at 42 U.S.C. § 3601 <i>et seq.</i>) which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units— i.e., the public and common use areas	Pub. L. 90-284 (codified as amended at 42 U.S.C. § 3601 <i>et seq.</i>) 24 C.F.R. Part 100 24 C.F.R. Part 100, Subpart D.

Section 6.5 – DHS Standard Terms and Conditions

	<p>and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. See 24 C.F.R. Part 100, Subpart D.</p>	
<p>Communication and Cooperation with the Department of Homeland Security and Immigration Officials</p>	<p>(1) The Department of Homeland Security will analyze whether the conditions in this section will be applied to any grant program in a way that is consistent with the specific statutes that apply to each grant program because the purpose of each grant program has a nexus to immigration activities, law enforcement, or national security, including preventing and responding to acts of terrorism and extremism, and DHS may tailor the conditions in this section to a specific grant program. DHS will clarify in the grant documents whether and how the terms in this section apply to each grant.</p> <p>(2) Where applicable, recipients and subrecipients of funds under an award must agree that they will comply with the following requirements related to coordination and cooperation with DHS and immigration officials:</p> <p>(a) They must comply with the requirements of 8 U.S.C. §§ 1373 and 1644. These statutes prohibit restrictions on information sharing by state and local government entities with DHS regarding the citizenship or immigration status, lawful or unlawful, of any individual. Additionally, 8 U.S.C. §§ 1373 prohibits any person or agency from prohibiting, or in any way restricting, a Federal, State, or local government entity from doing any of the following with respect to information regarding the immigration status of any individual: 1) sending such information to, or requesting or receiving such information from, Federal immigration officials; 2) maintaining such information; or 3) exchanging such information with any other Federal, State, or local government entity;</p> <p>(b) They must comply with other relevant laws related to immigration, including prohibitions on encouraging or inducing an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C.</p>	<p>8 U.S.C. §§ 1373 and 1644</p> <p>8 U.S.C. § 1324</p> <p>28 U.S.C. § 1746</p>

Section 6.5 – DHS Standard Terms and Conditions

	<p>§ 1324(a)(1)(A)(iv), prohibitions on transporting or moving illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(ii), prohibitions on harboring, concealing, or shielding from detection illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(iii), and any applicable conspiracy, aiding or abetting, or attempt liability regarding these statutes;</p> <p>(c) That they will honor requests for cooperation, such as participation in joint operations, sharing of information, or requests for short term detention of an alien pursuant to a valid detainer. A jurisdiction does not fail to comply with this requirement merely because it lacks the necessary resources to assist in a particular instance;</p> <p>(d) That they will provide access to detainees, such as when an immigration officer seeks to interview a person who might be a removable alien; and</p> <p>(e) That they will not leak or otherwise publicize the existence of an immigration enforcement operation.</p> <p>(3) The recipient must certify under penalty of perjury pursuant to 28 U.S.C. § 1746 and using a form that is acceptable to DHS, that it will comply with the requirements of this term. Additionally, the recipient agrees that it will require any subrecipients or contractors to certify in the same manner that they will comply with this term prior to providing them with any funding under this award.</p> <p>(4) The recipient agrees that compliance with this term is material to the Government's decision to make or continue with this award and that the Department of homeland Security may terminate this grant, or take any other allowable enforcement action, if the recipient fails to comply with this term.</p>	
<p>CHIPS and Science Act of 2022</p>	<p>(1) Recipients of DHS research and development (R&D) awards must report to the DHS Component research program office any finding or determination of sex based and sexual harassment and/or an administrative or disciplinary action taken against principal investigators (PI) or co-investigators (Co-PI) to be completed by an</p>	<p>Pub. L. 117-167</p>

Section 6.5 – DHS Standard Terms and Conditions

	<p>authorized organizational representative (AOR) at the recipient institution.</p> <p>(2) Notification. An AOR must disclose the following information to agencies within 10 days of the date that the finding is made, or 10 days from when a recipient imposes an administrative action on the reported individual, whichever is sooner. Reports should include:</p> <ul style="list-style-type: none">(a) Award number,(b) Name of PI or Co-PI being reported,(c) Awardee name,(d) Awardee address,(e) AOR name, title, phone, and email address,(f) Indication of the report type:<ul style="list-style-type: none">(i) Finding or determination has been made that the reported individual violated awardee policies or codes of conduct, statutes, or regulations related to sexual harassment, sexual assault, or other forms of harassment, including the date that the finding was made.(ii) Imposition of an administrative or disciplinary action by the recipient on the reporting individual related to a finding/determination or an investigation of an alleged violation of recipient policy or codes of conduct, statutes, or regulations, or other forms of harassment.(iii) The date and nature of the administrative/disciplinary action, including a basic explanation or description of the event, which should not disclose personally identifiable information regarding any complaints or individuals involved. Any description provided must be consistent with the <i>Family Educational Rights in Privacy Act</i>.	
--	--	--

Section 6.5 – DHS Standard Terms and Conditions

	<p>(3) Definitions.</p> <p>(a) An “authorized organizational representative (AOR)” is an administrative official who, on behalf of the proposing institution, is empowered to make certifications and representations and can commit the institution to the conduct of a project that an agency is being asked to support as well as adhere to various agency policies and award requirements.</p> <p>(b) “Principal investigators and co-principal investigators” are award personnel supported by a grant, cooperative agreement, or contract under Federal law.</p> <p>(c) A “reported individual” refers to recipient personnel who have been reported to a federal agency for potential sexual harassment violations.</p> <p>(d) “Sex based harassment” means a form of sex discrimination and includes harassment based on sex, sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity.</p> <p>(e) “Sexual harassment” means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when this conduct explicitly or implicitly affects an individual’s employment, unreasonably interferes with an individual’s work performance, or creates an intimidating, hostile, or offensive work environment, whether such activity is carried out by a supervisor or by a co-worker, volunteer, or contractor.</p>	
<p>Copyright</p>	<p>Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.</p>	<p>17 U.S.C. §§ 401 or 402</p> <p>2 C.F.R. § 200.315</p>
<p>Debarment and</p>	<p>Recipients must comply with the non-</p>	<p>2 C.F.R. Part 180</p>

Section 6.5 – DHS Standard Terms and Conditions

Suspension	procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.	2 C.F.R. Part 3000 Executive Orders 12549 and 12689
Drug Free Workplace Act of 1988	Recipients must comply with the <i>Drug-Free Workplace Act of 1988</i> and drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the government-wide implementation of the <i>Drug-Free Workplace Act of 1988</i> .	41 U.S.C. §§ 8101-8106 2 C.F.R. Part 3001 2 C.F.R. Part 182
Duplicative Costs	Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing requirements of any other federal award in either the current or a prior budget period. However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal award terms and conditions.	2 C.F.R. § 200.403(f)
Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX	Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (codified as amended at 20 U.S.C. § 1681 <i>et seq.</i>), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. FEMA's implementing regulations are in 44 C.F.R. Part 19.	Pub. L. 92-318 (codified as amended at 20 U.S.C. § 1681 <i>et seq.</i>) 6 C.F.R. Part 17. 44 C.F.R. Part 19.
Energy Policy and Conservation Act of 1975	Recipients must comply with the requirements of the <i>Energy Policy and Conservation Act</i> , Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 <i>et seq.</i>), which policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with the <i>Energy Policy and Conservation Act of 1975</i> .	Pub. L. 94-163 (codified as amended at 42 U.S.C. § 6201 <i>et seq.</i>)
Equal Treatment of Faith-Based Organizations	Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs. It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs	6 C.F.R. Part 19

Section 6.5 – DHS Standard Terms and Conditions

	administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries.	
False Claims Act and Program Fraud Civil Remedies	Recipients must comply with the requirements of the <i>False Claims Act</i> , 31 U.S.C. §§ 3729- 3733, which prohibits the submission of false or fraudulent claims for payment to the Federal Government and details the administrative remedies for false claims and statements made.	31 U.S.C. §§ 3729-3733 31 U.S.C. §§ 3801-3812
Federal Anti-Discrimination Laws Material to the Government's Payment Decisions Under the False Claims Act	<p>Recipients must agree that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 U.S.C. § 3729(b)(4) (Definition of "material").</p> <p>(1) Definitions. As used in this term –</p> <ul style="list-style-type: none"> (a) DEI means "diversity, equity, and inclusion." (b) DEIA means "diversity, equity, inclusion, and accessibility." (c) Discriminatory equity ideology has the meaning set forth in Section 2(b) of Executive Order 14190. (d) Federal anti-discrimination laws mean Federal civil rights law that protect individual Americans from discrimination on the basis of race, color, sex, religion, and national origin. (e) Illegal immigrant means any alien, as defined in 8 U.S.C. § 1101(a)(3), who has no lawful immigration status in the United States. <p>(2) Grant award certification.</p> <ul style="list-style-type: none"> (a) By accepting the grant award, recipients are certifying that: <ul style="list-style-type: none"> (i) They do not, and will not during the term of this financial assistance award, operate any programs that advance or promote DEI, DEIA, or discriminatory equity ideology in violation of Federal anti-discrimination laws; and (ii) They do not, and will not during the term of this award, operate any 	<p>31 U.S.C. § 3729(b)(4)</p> <p>8 U.S.C. § 1101(a)(3)</p> <p>2 C.F.R. § 200.346</p> <p>Executive Order 14190</p>

Section 6.5 – DHS Standard Terms and Conditions

	<p>program that benefits illegal immigrants or incentivizes illegal immigration.</p> <p>(3) DHS reserves the right to suspend payments in whole or in part and/or terminate financial assistance awards if the Secretary of Homeland Security or the Secretary's designee determines that the recipient has violated any provision of subsection (2).</p> <p>(4) Upon suspension or termination under subsection (3), all funds received by the recipient shall be deemed to be in excess of the amount that the recipient is determined to be entitled to under the Federal award for purposes of 2 C.F.R. § 200.346. As such, all amounts received will constitute a debt to the Federal Government that may be pursued to the maximum extent permitted by law.</p>	
Federal Debt Status	All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments.	OMB Circular A-129
Fly America Act	Recipients must comply with Preference for U.S. Flag Air Carriers (Certificated Air Carriers List US Department of Transportation) for international air transportation of people and property to the extent that such service is available, in accordance with the <i>International Air Transportation Fair Competitive Practices Act of 1974</i> , 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.	49 U.S.C. § 40118 Amendment to Comptroller General Decision B-138942
Hotel and Motel Fire Safety Act of 1990	Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the <i>Hotel and Motel Fire Safety Act of 1990</i> .	15 U.S.C. § 2225a
John S. McCain National Defense Authorization Act of Fiscal Year 2019	Recipients, subrecipients, and their contractors and subcontractors are prohibited from obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons described in section 889 of the <i>John S. McCain National Defense Authorization Act for Fiscal Year 2019</i> , 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200.	Pub. L. 115-232 (2018) 2 C.F.R. §§ 200.216, 200.327, 200.471 Appendix II to 2 C.F.R. Part 200
Lobbying	None of the funds provided under a federal	31 U.S.C. § 1352

Section 6.5 – DHS Standard Terms and Conditions

Prohibitions	award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Recipients must file a lobbying certification form found on Grants.gov Lobbying Form as described in Appendix A to 6 C.F.R. Part 9, and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 found on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).	6 C.F.R. Part 9 Appendix A to 6 C.F.R. Part 9 Appendix B to 6 C.F.R. Part 9
National Environmental Policy Act	Recipients must comply with the requirements of the <i>National Environmental Policy Act of 1969</i> , (NEPA).	Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 <i>et seq.</i>)
National Security Presidential Memorandum-33 (NSPM-33) and Provisions of the Science and CHIPS Act of 2022	(1) Recipient research institutions (“covered institutions”) must comply with the requirements in NSPM-33 and provisions of Pub. L.117-167, Section 10254 (codified at 42 U.S.C. § 18951) certifying that the institution has established and operates a research security program that includes elements relating to: (a) cybersecurity; (b) foreign travel security; (c) research security training; and (d) export control training, as appropriate. (2) Definition. “Covered institutions” means recipient research institutions receiving federal Research and Development (R&D) science and engineering support “in excess of \$50 million per year.”	Pub. L. 117-167, Section 10254 (codified at 42 U.S.C. § 18951)
Patents and Intellectual Property Rights	Recipients are subject to the <i>Bayh-Dole Act</i> , 35 U.S.C. § 200 <i>et seq.</i> and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.	35 U.S.C. § 200 <i>et seq.</i> 37 C.F.R. § 401.14
Procurement of Recovered Materials	States, political subdivisions of states, and their contractors must comply with Section 6002 of the	Pub. L. 89-272 (1965) (codified as

Section 6.5 – DHS Standard Terms and Conditions

	<p><i>Solid Waste Disposal Act</i>, Pub. L. 89-272 (1965) (codified as amended by the <i>Resource Conservation and Recovery Act</i> at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.</p>	<p>amended by the <i>Resource Conservation and Recovery Act</i> at 42 U.S.C. § 6962)</p> <p>40 C.F.R. Part 247</p> <p>2 C.F.R. § 200.323</p>
<p>Rehabilitation Act of 1973</p>	<p>Recipients must comply with the requirements of Section 504 of the <i>Rehabilitation Act of 1973</i>, Pub. L. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.</p>	<p>Pub. L. 93-112 (codified as amended at 29 U.S.C. § 794)</p>
<p>Reporting Recipient Integrity and Performance Matters</p>	<p>If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of the federal award, then the recipient must comply with the requirements set forth in the government-wide federal award term and condition for Recipient Integrity and Performance Matters in 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference.</p>	<p>2 C.F.R. Part 200, Appendix XII</p>
<p>Reporting Subawards and Executive Compensation</p>	<p>For federal awards that total or exceed \$30,000, recipients are required to comply with the government-wide federal award term and condition on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.</p>	<p>2 C.F.R. Part 170, Appendix A</p>
<p>Required Use of American Iron, Steel, Manufactured Products, and Construction Materials</p>	<p>(1) Recipients of a federal award from a financial assistance program that provides funding for infrastructure are hereby notified that none of the funds provided under this federal award may be used for a project for infrastructure unless:</p> <p>(a) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;</p> <p>(b) all manufactured products used in the project are produced in the United</p>	<p>2 CFR Part 184</p>

Section 6.5 – DHS Standard Terms and Conditions

	<p>States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and</p> <p>(c) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.</p> <p>(2) The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.</p> <p>(3) <i>Waivers</i>. When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements.</p> <p>a. When the Federal agency has determined that one of the following exceptions applies, the federal awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:</p>	
--	--	--

Section 6.5 – DHS Standard Terms and Conditions

	<ul style="list-style-type: none"> i. applying the domestic content procurement preference would be inconsistent with the public interest; ii. the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or iii. the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25%. <p>b. A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.</p> <p>c. There may be instances where a federal award qualifies, in whole or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure FEMA.gov.</p> <p>(4) <i>Definitions.</i> The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.</p>	
Subrecipient Monitoring and Management	Pass-through entities must comply with the requirements for subrecipient monitoring and management.	2 C.F.R. §§ 200.331-333
System for Award Management and Unique Entity Identifier Requirements	Recipients are required to comply with the requirements set forth in the governmentwide federal award term and condition regarding the System for Award Management and Unique Entity Identifier Requirements in 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated reference.	2 C.F.R. Part 25, Appendix A
Termination of a Federal Award	<p>(1) By DHS. DHS may terminate a federal award, in whole or in part, for the following reasons:</p> <p>(a) If the recipient fails to comply with the terms and conditions of the federal award;</p>	<p>2 C.F.R. § 200.340</p> <p>2 C.F.R. §§ 200.344-200.345</p> <p>Pub. L. 116-283</p>

Section 6.5 – DHS Standard Terms and Conditions

	<p>(b) With the consent of the recipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated;</p> <p>(c) Pursuant to the terms and conditions of the federal award; or</p> <p>(d) For convenience, pursuant to Executive Order 14332, Improving Oversight of Federal Grantmaking, including when the award no longer advances agency priorities or the national interest, but subject to appropriate exceptions, including agreements entered into in furtherance of international trade agreements or those awarded by the Department of Commerce under title XCIX of the <i>William M. (Mac) Thornberry National Defense Authorization Act for Fiscal Year 2021</i> (Public Law 116-283), the <i>CHIPS and Science Act of 2022</i> (Public Law 117-167), or Division F of the <i>Infrastructure Investment and Jobs Act</i> (Public Law 117-58).</p> <p>(2) By the Recipient. The recipient may terminate the federal award, in whole or in part, by sending written notification to DHS stating the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if DHS determines that the remaining portion of the federal award will not accomplish the purposes for which the federal award was made, DHS may terminate the federal award in its entirety.</p> <p>(3) Notice. Either party will provide written notice of intent to terminate for any reason to the other party no less than 30 calendar days prior to the effective date of the termination.</p> <p>(4) Compliance with Closeout Requirements for Terminated Awards. The recipient must continue to comply with closeout requirements in 2 C.F.R. §§ 200.344-200.345 after an award is terminated.</p>	<p>Pub. L. 117-167</p> <p>Pub. L. 117-58, Division F</p> <p>Executive Order 14332</p>
<p>Trafficking Victims Protection Act of 2000</p>	<p>Recipients must comply with the requirements of the government-wide federal award term and condition which implements <i>Trafficking Victims Protection Act of 2000</i>, Pub. L. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The</p>	<p>Pub. L. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104)</p>

Section 6.5 – DHS Standard Terms and Conditions

	federal award term and condition is in 2 C.F.R. § 175.105, the full text of which is incorporated by reference.	2 C.F.R. § 175.105
Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT Act of 2001)	Recipients must comply with the requirements of Pub. L. 107-56, Section 817 of the USA PATRIOT Act, which amends 18 U.S.C. §§ 175–175c.	Pub. L. 107-56 18 U.S.C. §§ 175-175c
Whistleblower Protection Act	Recipients must comply with the statutory requirements for whistleblower protections in 10 U.S.C § 4701 and 41 U.S.C. § 4712.	10 U.S.C § 4701 41 U.S.C. § 4712

3-2. Executive Orders

Executive Order	Terms and Conditions
All Executive Orders Related to Grants	Presidential Executive Orders. Recipients must comply with the requirements and actions of Presidential executive orders related to grants (also known as federal assistance and financial assistance), including those published after the date of this publication, the full text of which are incorporated by reference.
Executive Order 14332, Improving Oversight of Federal Grantmaking	Draw Down of Funds. Recipients are prohibited from directly drawing down general grant funds for specific projects without the affirmative authorization of DHS. Recipients must provide written payment justification, with specificity, for requests for each drawdown.
Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving	Federal Leadership on Reducing Text Messaging While Driving. Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of Executive Order 13513.
Executive Order 13224, Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism	Terrorist Financing. Recipients must comply with Executive Order 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the Executive Order and laws.

April 16, 2026

Section 6.5 – DHS Standard Terms and Conditions

3-3. DHS Policy

DHS Policy	Terms and Conditions
Acknowledgement of Federal Funding from DHS	Recipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.
Activities Conducted Abroad	Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.
Collection and Use of Personally Identifiable Information	<p>(1) Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect.</p> <p>(2) Definition. DHS defines "PII" as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.</p>
Non-Supplanting Requirements	Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.
Notice of Funding Opportunity (NOFO) Requirements	All the instructions, guidance, limitations, scope of work, and other conditions set forth in the NOFO for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the federal award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.
SAFECOM	Recipients receiving federal awards made under DHS programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment CISA.
Use of DHS Seal, Logo, and Flags	Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

I have read and understand the Terms and Conditions of this project. If any questions arise from this project, we will contact the Office of Emergency Management.

Sub-Recipient Signature

Date

2.510 Common Council - Membership - Terms of Office

The common council consists of the mayor who is elected at large, and two aldermen from each ward, who are elected by the electors of each ward for a term of two years, unless a municipality adopts an ordinance establishing the term of office to be three, four, or five years. (SDCL 9-8-4). A person may be nominated, elected, or appointed as a mayor or as an alderman if the person is a citizen of the United States, a voter of and resident of the municipality, and, if an alderman, a voter of and resident of the ward for which the person is to hold office. (SDCL 9-8-1.1)

2.513 Division into Wards - Redistricting

The law provides that municipalities can determine by ordinance their own wards and election precincts for election purposes. There is no minimum or maximum number of wards required, however, an attorney general's opinion states that aldermen are not to be elected at large. (AG Opinion 84-11) However, the 2022 Legislature passed a law allowing municipalities of the 2nd or 3rd class to choose to elect aldermen to the common council at large, following a majority vote at an election using processes provided in SDCL 9-11-6. (SDCL 9-8-4.1) (See Hdbk., sec. 2.700) When determining the number of inhabitants in wards, the last preceding federal census is the rule of thumb. However, the governing body may, by resolution, authorize the finance officer to determine the number of inhabitants by filing a certificate showing the number of persons registered to vote in each ward. That number multiplied by two shall constitute the number of inhabitants until the next federal census. Municipalities should attempt to make all wards of equal size and must notify the county auditor forty-five days prior to any local election of any boundary changes. In even numbered years, the municipality must notify the county auditor one hundred days prior to the primary election and the general election of any boundary changes. (SDCL 9-13-16; 9-2-7; 12-14-1; 12-14-1.1; See Hdbk., sec. 2.715)

2.515 Vacancies

When a vacancy exists on a municipal governing body, the remaining members shall appoint a replacement to serve until the next annual municipal election or the vacancy may be filled by special election for the remainder of the unexpired term as provided in SDCL 9-13-14.2. In the aldermanic form of municipal government, the appointment must be a person from the same ward of the municipality. If electing a person to fill the remainder of the unexpired term at an annual municipal election, the vacancy shall have occurred prior to the publication required by SDCL 9-13-6. (SDCL 9-13-14.1; See Hdbk., sec. 5.350) When a vacancy exists in the office of mayor, it shall also be filled by appointment by a majority vote of the aldermen or by special election. (SDCL 9-8-2; See Hdbk. Sec. 5.385)

The governing body of any municipality may, by ordinance enacted prior to the vacancy, require that any vacancy on the governing body or in the office of the mayor is to be filled by a special election called for that purpose to be conducted as provided in SDCL 9-13-14 and this section. No such special election may be held less than ninety days before the annual municipal election. The finance officer of the municipality shall publish a notice in the official newspaper of the municipality stating that a vacancy exists, that the vacancy will be filled by special election, the date of the election, and the time and place where nominating petitions may be filed for the office. The notice shall be published once each week for two consecutive weeks beginning at least sixty days before the date of the special election. Nominating petitions for the vacancy shall be prepared and filed as provided in SDCL 9-13-7, may not be circulated more than sixty days before the date of the special election, and shall be filed at least thirty days before the date of the special election. A notice of the special election shall be published as provided in SDCL 9-13-13 and 9-13-14. (SDCL 9-13-14.2)

In cases where a member of the governing body is called to serve in active duty, that member may temporarily resign and a temporary replacement may be made. The replacement serves until the original member returns from active duty or until the expiration of the member's term, whichever occurs first. (SDCL 3-4-8)

In cases where any member is incapacitated by illness or an accident that causes the member to be unable to attend meetings of the governing body or fulfill the duties of the office, the member may elect to temporarily resign from the governing body or office. Notice of temporary resignation may be given in the same manner as giving notice of resignation. If the member is unable to give notice, the member's spouse or guardian or any person who has durable power of attorney for the member may give notice of resignation. A temporary replacement may be made in accordance with the provisions of statute applying to the governing body. The temporary member shall serve until the member is able to fulfill the requirements of office or until the expiration of the member's term, whichever comes first. (SDCL 3-4-9)

A vacancy is created if no one, including an incumbent, files a petition. The vacancy shall be filled by special election or appointment (SDCL 9-13-14.1; 9-13-14.2; 9-13-14.3)

2.520 President - Vice president - Election - Powers

At the first meeting of the common council after the annual election in each year, the aldermen must elect from their own members a president and vice president for the ensuing municipal year. (SDCL 9-8-7) In the absence of the mayor, the president of the common council is acting mayor and has all the powers of the mayor. In the absence or disability of the mayor and president, the vice-president shall perform the duties of the mayor and president. (SDCL 9-8-7)

2.525 Meetings

The council holds its meetings on the first Monday of each month but may, by ordinance, change the day of its regular monthly meeting. The council may prescribe the way special meetings may be called. A quorum is a majority of the aldermen. A quorum is necessary to do business. When a seat on the council is vacant due to the removal, resignation, death, or by operation of law, the quorum consists of the majority of the remaining aldermen who are qualified to serve by election or appointment. (SDCL 9-8-8) The concurrence of a majority of the aldermen is necessary for the passage of an ordinance or proposal which expends or appropriates money. A two-thirds vote is required to sell any municipal property. (SDCL 9-8-10) The meetings must be open to the public. (SDCL 9-8-8) No official may participate in discussing or vote on any issue in which they have a direct pecuniary interest. (SDCL 6-1-17; See Hdbk. Sec. 13.125)

If the mayor vetoes any ordinance, resolution, or other item, the finance officer shall present the vetoed item, along with the mayor's written objection, to the council at their next meeting and it may be reconsidered. If the ordinance or resolution passes by a two-thirds vote of the aldermen, it shall be published and become effective. (SDCL 9-19-11)

2.530 Action Deferred - Reconsidered - Rescinded

A vote may be reconsidered or rescinded at a regular or special meeting if a quorum is present and a majority vote to reconsider or rescind the action. (SDCL 9-8-11)

2.540 Power to Govern Proceedings and Judge Members

The council is the judge of the election and qualification of its members. The council determines its rules of procedure, and may punish its for disorderly conduct, and, with the concurrence of two-thirds of the aldermen may expel a member. Any alderman who is convicted of bribery shall vacate the position. (SDCL 9-8-5)

9-13-14.2. Special election to fill vacancy on governing body or in office of mayor--Procedures.

The governing body of any municipality may, by ordinance enacted prior to the vacancy, require that any vacancy on the governing body or in the office of the mayor is to be filled by a special election called for that purpose to be conducted as provided in § 9-13-14 and this section. No special election may be held less than ninety days before the annual municipal election. The finance officer of the municipality shall publish a notice in the official newspaper of the municipality stating that a vacancy exists, that the vacancy will be filled by special election, the date of the election, and the time and place where nominating petitions may be filed for the office. The notice shall be published once each week for two consecutive weeks beginning at least sixty days before the date of the special election. Nominating petitions for the vacancy shall be prepared and filed as provided in § 9-13-7, may not be circulated more than sixty days before the date of the special election, and shall be filed at least thirty days before the date of the special election. The number of signers required for a nominating petition shall be calculated as provided in § 9-13-9. If a nominating petition is filed before the second Tuesday in January, the prior year's calculation of registered voters shall be used. A notice of the special election shall be published as provided in §§ 9-13-13 and 9-13-14.

Source: SL 2005, ch 48, § 6; SL 2010, ch 74, § 6; SL 2019, ch 53, § 3.

Effective July 1, 2026

~~9-13-14.2. Filling of vacancy--Governing body or mayor--Ordinance for special election--Procedures.~~

The governing body of any municipality may, by ordinance enacted prior to the vacancy, require that any vacancy on the governing body or in the office of the mayor is to be filled by a special election called for that purpose to be conducted as provided in § 9-13-14 and this section. A special election may not be held less than ninety days before a regular municipal election.

The finance officer of the municipality shall publish a notice in the official newspaper of the municipality, designated pursuant to § 9-12-6, stating that:

- (1) A vacancy on the governing body exists;
- (2) The vacancy is to be filled by special election;
- (3) The date of the election;
- (4) The deadline for filing a nominating petition; and
- (5) The place where nominating petitions may be filed.

The notice must be published once each week for two consecutive weeks, beginning at least sixty days before the date of the special election.

Nominating petitions for the vacancy must be prepared and filed as provided in § 9-13-7. A candidate may not circulate a nominating petition more than sixty days before the date of the special election, and shall file the petition with the finance officer at least thirty days before the date of the special election. The number of signers required for a nominating petition is calculated as provided in § 9-13-9. If a nominating petition is filed before the second Tuesday in January, the prior year's calculation of registered voters must be used. A notice of the special election must be published as provided in §§ 9-13-13 and 9-13-14.

Source: SL 2005, ch 48, § 6; SL 2010, ch 74, § 6; SL 2019, ch 53, § 3; SL 2026, ch 32, § 22.

IF A SPECIAL ELECTION IS TO BE HELD. THEY WOULD HOLD OFFICE UNTIL
THE TERM EXPIRES IN JUNE OF 2027. 9 ½ MONTHS.

ELECTION DATE:	SEPTEMBER 15, 2026
PUBLISH NOTICE OF VACANCY:	JULY 11 & 16, 2026
PETITION CIRCULATION:	JULY 14, 2026
DEADLINE TO FILE PETITION:	AUGUST 14, 2026
PUBLISH NOTICE OF ELECTION:	SEPTEMBER 3 & 10, 2026
PUBLISH SAMPLE BALLOT:	SEPTEMBER 10, 2026.

<u>Office</u>	<u>Date Elected</u>	<u>Term</u>	<u>Next Election</u>
MAYOR	06/2026	4YR	06/2030
WARD 1			
Sara	05/2024	3YR	06/2027
Shelbi	05/2025	3YR	06/2028
WARD 2			
Roxie	05/2024	3YR	06/2027
Ken	09/2025	3YR	06/2028
WARD 3			
Jerry	05/2025	3YR	06/2028
Jeremy	05/2024	3YR	06/2027

**RICHTER'S TIRE & EXHAUST**

701 Lazelle Street
 Sturgis, SD 57785
 (605) 720-8473
 richterstire08@gmail.com
 http://www.richterstireandexhaust.com

Invoice for RO #47404

Service Advisor: HR
 Posted Date: 06/16/26 at 10:39 AM MDT
 Client: CITY OF WHITEWOOD
 Vehicle: 2020 Dodge Durango Pursuit

CITY OF WHITEWOOD 1025 Meade Street Whitewood, SD 57793 Phone: (605) 641-2522 Email: josh@cityofwhitewood.com	2020 Dodge Durango Pursuit 5.7L 8Cyl GAS EZH Naturally Aspirated VIN: 1C4SDJFT1LC443040 License: CTY 1246 Unit #: CTY 1246 Color: Black Odometer In: 64791 / Out: 64791	RO # 47404 PO # - Time-In: 06/16/26 at 09:19 AM MDT Promised Time-Out: 06/16/26 at 09:30 AM MDT Save Parts: No
--	---	---

Client concerns:

- ABS LIGHT
- TRACTION CONTROL LIGHT

1 - VEHICLE DIAGNOSTICS - ABS LIGHT / TRACTION CONTROL LIGHT / SERVICE 4WD LIGHT			
Tech: BH			
Note: CONCERN- ABS LIGHT, TRACTION CONTROL LIGHT, AND SERVICE 4WD LIGHT ON. CAUSE- FOUND MULTIPLE CODES RELATED TO THE TRANSFER CASE CONTROL MODULE, UNABLE TO PUT VEHICLE INTO 4 LOW CORRECTION - WILL NEED TO REPLACE TRANSFER CASE CONTROL MODULE			
Labor:	VEHICLE DIAGNOSTICS	1.10 hrs	\$131.95
Fee:	Shop supplies		\$7.92
✓ Approved on 06/16/26 at 09:20 AM MDT			\$139.87

I have hereby authorized the above work to be done with all necessary materials. The shop will not be held responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft, accident or any other cause beyond our control. Mechanics liens may be placed on vehicles until repairs are paid for in full.

Please have lug nuts checked/retightened within 50 miles after have any tire removed from the vehicle. Failure to do so will remove any and all liability of this shop for any damages, injury, or accidental death.

WARRANTY: From the date of delivery, for a period of 12 months or 12,000 miles, whichever comes first, this firm will repair free of charge any defects in material or workmanship to the repairs stated on the invoice. All warranty work is to be done in our shop only. Warranty does not cover towing charges or customer supplied parts. There will be no warranty on any used, salvage, or customer supplied parts. Neglect/abuse of the vehicle will immediately void any and all warranties. In the event legal action is necessary to enforce this contract, I understand I am solely responsible for all cost, including but not limited to attorney's fees and court costs. I have read the above and acknowledge receipt of an estimate.

TERMS: Payment is due upon receipt. A 1-1/2% monthly finance charge (18% annum) will be charged on all invoices past 30 days.

Thank you for your business. The work is complete and your payment is due upon pickup of the vehicle. Any vehicle left more than 5 days after diagnostics or repairs are complete without prior authorization will result in daily storage charges. Any vehicle left over 14 days will result in a mechanics lien being started or will be towed off the lot. Vehicle owner will be responsible for all costs relating to any charges. Please contact us promptly if you have any questions about anything we did.

Work Authorization Signature:

X

Total Jobs:	\$131.95
Total Fees:	\$7.92
Subtotal:	\$139.87
Grand Total:	\$139.87
BALANCE DUE:	\$139.87

Declined Jobs:

1 - TRANSFER CASE CONTROL MODULE			
Labor:	Remove & Replace Transfer Case Shift Control Module	0.37 hrs	\$44.38
Part:	Module, Transfer Case Control - 68423302AA	1	\$459.37 \$459.37
Fee:	Shop supplies		\$30.23
X Declined on 06/16/26 at 10:39 AM MDT			\$533.98