

AGENDA
REGULAR WHITEWOOD COUNCIL MEETING
November 17, 2025, 5:30 PM
CITY HALL

1. CALL THE MEETING TO ORDER.
2. ROLL CALL
3. APPROVE MINUTES from Regular Meeting on November 3, 2025.
4. APPROVE THE CLAIMS.
5. THIRD AMENDMENT TO WATER AGREEMENT THREE PEAKS WATER ASSOC. (SPEARFISH MTN RANCH.)
6. SET DATE FOR 2026 ELECTION.
7. WOODEN SIGN TO PROMOTE WHITEWOOD ELEMENTARY.
8. APPROVE FIRST READING ORDINANCE 2025-04- A SUPPLEMENTAL APPROPRIATION TO APPROPRIATION ORDINANCE 2024-05.
9. PART-TIME POLICE OFFICERS WAGE INCREASE.
10. APPROVE BULLWACKERS SPECIAL EVENT LIQUOR LICENSE FOR FESTIVAL OF TREES.
11. 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.
12. PUBLIC COMMENTS
13. NEXT REGULAR COUNCIL MEETING - Monday, December 1, 2025, at 5:30pm
14. ADJOURN

REGULAR WHITEWOOD COUNCIL MEETING**November 3, 2025**

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

Action 2025-173

Motion by J. Noren, seconded by Cooper, to approve the minutes from the regular meeting on October 20, 2025. All members present voting yes, motion carried.

Action 2025-174

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

CLAIMS- November 3, 2025**ESTIMATED WAGES –NOVEMBER 2025 (2 pay periods)**

MAYOR	550.00
COUNCIL	2,250.00
CITY ATTORNEY	1,000.00
BUILDING INSPECTOR	300.00
CHIEF OF POLICE- Josh Bach	4,800.00
POLICE OFFICER- Anthony Spencer	4,320.00
BUILDING OFFICAL- Jim Smit	2,366.10
WASTE/WATER OPERATOR- DJ Werlinger	4,150.40
WASTE/WATER OPERATOR- Derek Daniels	4,064.00
WASTE/WATER OPERATOR- John Cooper	3,857.60
LIBRARIAN – Deb Terhue	2,147.20
LIBRARY ASST.- Donna Willson	648.00
LIBRARY ASST- Sandy Huffman	648.00
LIBRARY ASST.- Olyn Smith	238.88
FINANCE OFFICER – Cory Heckenlaible	4,540.80
FINANCE & PW- Jessica Bestgen	2,374.90
TOTAL	\$38,255.88

GENERAL LEDGER

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

GENERAL FUND

WASTE CONNECTIONS- Garbage Collection	5,619.20
A&B BUSINESS SOLUTIONS- City Hall 232.31, Police 171.37	403.68
A&J CLOTHING- PW Uniforms	164.95
ALL NET CONNECTIONS- City Hall/Police Computers 2060.59, Backup 221.64	2,281.63
AMERICAN LEGAL PUBLISHING- Ordinance Supplement	200.76
AT&T	430.00
BLACKSTRAP- Road Salt	2,393.08
EARTHWORM CONSTRUCTION- Sprinkler Blow Outs	425.00

FORD CREDIT- Pickup Lease	1,237.44
LIGHTING MAINTENANCE- Exit Lights	58.52
MENARDS- Hale Hall/Shop	172.91
SOUTHERN GLAZERS- October Liquor	1,113.39
SUMMIT SIGNS- Road Signs	287.00
WELLS FARGO VISA0 City Hall 52.04, Vision 56.84, ICC Renewal 100.00	208.88
AMAZON CAPITAL- City Hall	121.95
DMC WEAR PARTS- Plow Blades	385.00
REPUBLIC NATIONAL- October Liquor	4,367.20
RDO EQUIPMENT- Loader Parts	126.32
JOHNSON SOUTH DAKOTA- October Liquor	18,669.51
TOTAL	\$38,666.42

LIBRARY

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

WATER/SEWER FUNDS

AMAZON CAPITAL	55.99
ENERGY LABORATORIES- Water Testing	913.00
FERGUSON WATERWORKS	45.54
MILBANK WINWATER WORKS- Meters	3,299.17
RITEWAY BUSINESS FORMS- Water Bills	502.21
USA BLUE BOOK	81.23
VTI COMPUTER SALES- Booster Station Cameras	3,876.98
WELLS FARGO VISA	384.89
TOTAL	\$9,159.01

AUTOMATIC PAYMENTS

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

A public hearing was held to meet the requirements of the Sanitary/Storm Sewer Facilities Funding Application to DANR in the amount of \$1,942,000 for the purpose of securing additional funding for the Wastewater Treatment Facilities Improvements project which is over budget. Black Hills Council of Governments' Executive Director, Jennifer Sietsema presented the following: need for the project, project alternatives, description of the selected project, proposed financing, amount, rate of 4.00% and term 30 years (if awarded), source of repayment for loan which will be a project surcharge, effect of proposed financing on user rates, and notice that an authorizing resolution will be required as part of the funding application. The public was given the opportunity to comment. None of the residents in attendance commented on the project or the impact to user rates.

Action 2025-175

Motion by Fitzgerald, seconded by Cooper, to approve the following resolution. Roll call, all members present voting yes, motion carried.

RESOLUTION NO. - 2025-05

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

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

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

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

NOW THEREFORE BE IT RESOLVED by the City as follows:

1. The City hereby approves the submission of an Application for financial assistance in an amount not to exceed \$1,942,000 to the South Dakota Board of Water and Natural Resources for the Project.
2. The Mayor is hereby authorized to execute the Application and submit it to the South Dakota Board of Water and Natural Resources, and to execute and deliver such other documents and perform all acts necessary to effectuate the Application for financial assistance.
3. The Mayor is hereby designated as the authorized representative of the City to do all things on its behalf to certify and sign payment requests in the event financial assistance is awarded for the Project.

Adopted this 3rd day of November 2025.

APPROVED:

Mayor

(Seal)

Attest: _____

City Finance Officer

Action 2025-176

Motion by Fitzgerald, seconded by J. Noren, to approve sending Gworks' lawsuit to Circuit Court. Roll call, all members present voting yes, motion carried.

Action 2025-177

Motion by J. Noren, seconded by Fitzgerald, to approve the additions to Article IX, Personnel Records, in the employee manual. Roll call, all members present voting yes, motion carried.

Councilmen Jerry Davidson arrived to the meeting at 5:58 PM.

Action 2025-178

Motion by J. Noren, seconded by K. Noren, to approve the sick leave donation of 120 hours to Officer Spencer. 40 hours being donated from Chief Bach, Building Inspector Smit, and Finance Officer Heckenlaible each. All members present voting yes, motion carried.

Action 2025-179

Motion by Davidson, seconded by J. Noren, to approve offering Joseph Hebda and Taylor Dykes a police officer position at \$25.00 per hour. Roll call, all members present voting yes, motion carried.

Action 2025-180

Motion by Davidson, seconded by J. Noren, to approve the mayor's appointment of John Cooper as the new Building Official beginning December 30, 2025. Roll call, all members present voting yes, with Councilmen Cooper recusing herself. motion carried.

Action 2025-181

Motion by Cooper, seconded by Fitzgerald, to approve renewing Malt Beverage Operating Agreements for the following. All members present voting yes, motion carried.

- FMB Enterprises- Malt Beverage On-Off Sale
- Dvorak Convenience Stores- Malt Beverage & Farm Wine On-Off Sale
- Stern Oil Company- Malt Beverage On-Off Sale
- Whitewood Beer Gardens LLC- Wine Malt Beverage
- Bullwackers LLC- Malt Beverage On-Off Sale
- The Hideaway LLC- Malt Beverage On-Off Sale

There being no further business, the meeting was adjourned at 6:10 PM.

MITCHELL U. HARMON
Mayor

Attest:

CORY HECKENLAIBLE
Finance Officer

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

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

GENERAL FUND

A&B BUSINESS SOLUTIONS- Police	59.99
A&J SUPPLY- Streets 198.29, Shop 86.63	284.92
ALL NET CONNECTIONS- City Hall	91.00
AMAZON CAPITAL- Shop	39.59
BH ENERGY- HH 99.23, CH 88.07, Police 183.37, Shop 166.53, Parks 134.56, Lights 1180.66	1,852.42
BUTTE ELECTRIC- Exit Lights	463.45
RUNNINGS- Shop	159.36
DSR INC.-Road Grader Maintenance	692.97
BJ'S COUNTRY STORE- City Hall 61.99, BI Fuel 133.23, Police Fuel 441.17	636.39
MONTANA DAKOTA- Shop 70.07, Police 44.17, City Hall 117.35, Hale Hall 53.85	285.44
RICHTERS TIRE & EXHAUST- Police	682.41
SONSET STATION- PW Fuel	115.00
SOUTHERN GLAZERS- November Liquor	763.59
TRUGREEN COMMERCIAL	1,094.03
WAREING BELLE FOURCHE- Bldg Insp Truck	112.33
REPUBLIC NATIONAL- November Liquor	699.13
TOTAL	\$8,032.02

LIBRARY

A&B BUSINESS SOLUTIONS	155.51
AMAZON CAPITAL	617.45
BH ENERGY	114.21
CE CONSTRUCTION- Door	4,170.42
MONTANA DAKOTA	23.70
TOTAL	\$5,081.29

WATER/SEWER FUNDS

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

AUTOMATIC PAYMENTS

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

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

THIRD AMENDMENT TO WATER SERVICE AGREEMENT

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

Background:

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

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

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

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

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

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

Agreement

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

COSTS:

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

City of Whitewood for reimbursement of that cost within 30 days of receipt of the City's invoice.

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

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

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

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

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

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

amendment, intact.

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

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

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

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

5a. Water Quantity Guarantee: The City of Whitewood hereby covenants and agrees that the water association shall have the amount of at least 500 gallons per minute delivered to them at their water storage area(s). The City further covenants that it shall not agree to deliver, deliver, transfer, sell, or assign any water to any other purchaser whether corporate or individual, if such sale, delivery or transfer would compromise its covenant to the Water Association to deliver 500 gallons of water per minute.

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

6. Counterparts; Electronic Signatures. This Amendment may be executed in one or more counterparts and all so executed shall constitute one agreement, binding on all the parties hereto, even though all parties are not signatories to the original or the same counterpart. Any counterpart of this Amendment that has attached to it separate signature pages, which altogether contain the signatures of all parties, shall for all purposes be deemed a fully executed instrument. A copy of this Amendment sent by executed by pdf or by electronic signature such as, by way of example only, DocuSign or Adobe Sign,

shall be deemed an original for all purposes and the electronic signature of a party shall have the same effect as an original signature.

Three Peaks Water Association, LLC, a
South Dakota limited liability company

By: Gerard J. Keating
President, Board of Directors

CITY OF WHITEWOOD, a South Dakota
Municipal Corporation

By: Mitch Harmon
The City of Whitewood
Its Mayor

ATTEST

By;

City Finance Officer



South Dakota Secretary of State

Monae L. Johnson
Secretary of State

Thomas J. Deadrick
Deputy Secretary of State

October 27, 2025

Dear Auditors, Business Managers and Finance Officers-

The SOS office spent hours upon hours reading and analyzing HB 1130 with little success. As a further measure we asked for an Attorney General's Opinion which was denied on the basis that implementation or enforcement of HB 1130 could end up in litigation. We agree, as the bill may have problems.

As you all know, there have been two meetings between the SOS office, municipalities, schools, and counties. The result of those two meetings was to put forth the questions, but unfortunately unanimity of answers was lacking. The lack of unanimity is not the fault of the attendees or their constituents, but it is due to the lack of clarity of HB 1130 and its unintended consequences.

Guidance is certainly needed. Each entity involved in the implementation of HB 1130 may need the advice of their counsel. At the same time, the SOS office is being asked for guidance, and we are providing such in this paper. Unfortunately, there will be little if any black letter law.

DATE OF THE ELECTION

It is clear that in even number years municipalities, and schools will hold their election either on the June primary or the November general election. In odd numbered years, the dates are either the first Tuesday after the first Monday in June or the first Tuesday after the first Monday in November. (SDCL 9-13-1)

ODD NUMBERED YEARS

In odd numbered years a municipality may choose to hold their election on the same date as a school district and vice versa. (SDCL 9-13-1.1) Both entities must agree. It is unclear, but the SOS believes the best interpretation is that in the above-described case, there would be one ballot listing all the contests for both the school and the municipality. Location of polling places might be a problem and at the moment, the SOS has no guidance as to the location of polling places, but the SOS is confident those who are having one election will do so only if the location of polling places is not problematic for voters.

If there is one ballot the costs of the election are to be worked out and agreed upon by the cooperating entities. If the cost allocation cannot be agreed upon then each entity should hold their own election.

EVEN NUMBERED YEARS

Now the fun begins. In even numbered years the SOS believes the best interpretation (which is not necessarily the intent of the legislation but is the best interpretation) is that the counties, schools, and municipalities each have all their contests listed on one ballot. In other words, if a voter is voting for a school board candidate, that

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South Dakota Secretary of State

Monae L. Johnson
Secretary of State

Thomas J. Deadrick
Deputy Secretary of State

same ballot would also have their municipal election, along with all the contests normally associated with a primary election conducted by the county auditor. This however is not practical for each jurisdiction and is not the only interpretation of HB 1130. The downside of this interpretation is the possibility of increasing costs, especially the costs of optical scan ballots vs. paper ballots. There could also be numerous (we're talking dozens here) ballot styles and a heightened risk of human error in handing out the wrong ballot style to a voter.

There is also the question of challenges in that the municipal and school challenge laws are not the same as the challenge laws for a county ballot. The extent to which each jurisdiction's challenge laws apply should be determined by your legal counsel.

If there is one election and one ballot that encompasses all three jurisdictions, there is the allocation of costs which must be agreed upon. If the cost allocation cannot be agreed upon, the ultimate resolution may be in the hands of a judge.

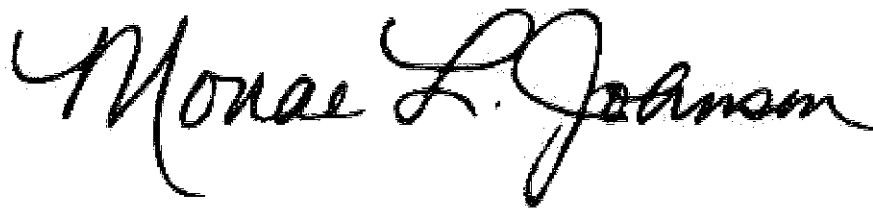
In the alternative, HB 1130 may also be interpreted to allow for counties, schools, and municipalities to each hold their own election at their own polling locations (which may or may not coincide). This is not practical for many jurisdictions and could seriously inconvenience voters if in a worst-case scenario, the voter is required to vote three ballots in three different locations in order to participate in each election. This is the worst-case scenario.

Another scenario would be the three different elections being held at the same polling locations which would necessitate the voter receiving as many ballots as there are jurisdictions having contests. This scenario would likely lead to some voter dissatisfaction. It does however remove the confusion surrounding challenges.

The canvassing process is for each of the involved parties to discuss and should be conducted in accordance with what they decide. It would be reasonable to decide that there should be either a combined canvassing board or separate canvassing boards for each.

We appreciate your patience as we tried to come up with solutions that would help you all.

2026 City & School Election Calendars

A handwritten signature in black ink, reading "Monae L. Johnson". The signature is fluid and cursive, with the first name "Monae" being the most prominent.

South Dakota Secretary of State

Division of Elections
State Capitol, 500 E. Capitol Avenue, Suite 204
Pierre, SD 57501 • (605) 773-3537
www.sdsos.gov

Last Updated: November 7, 2025

2026 City & School Combined Election Calendar	June 2, 2026 -- Primary Election --	November 3, 2026 -- General Election --
Publish notice of vacancies and the time and place of filing petitions (SDCL 9-13-6; 13-7-5). Note: Must be published at least once each week for two consecutive weeks.	December 15th through December 30th	---
Deadline for the governing body to establish an election date (SDCL 9-13-1; 13-7-10).	Cities: January 14th Schools: First regular meeting in January	Cities: January 14th Schools: First regular meeting in January
Publish notice of vacancies and the time and place of filing petitions (SDCL 9-13-6; 13-7-5). Note: Must be published at least once each week for two consecutive weeks.	---	May 15th through May 30th
Earliest date for a candidate to sign the declaration of candidacy, begin petition circulation, and file a petition (SDCL 9-13-9; 13-7-6).	February 2nd	July 3rd
Deadline for a candidate to file nominating petitions or to withdraw their name from the ballot (SDCL 9-13-7; 9-13-37; 13-7-6).	March 24th	August 25th
Deadline for candidate names and ballot language to be certified to the county auditor (SDCL 9-13-37; 13-7-10.3).	March 26th	August 27th
Deadline for candidates in first-class municipalities and school districts with >2,000 students to file a Candidate Financial Interest Statement (SDCL 12-25-30). Note: Must be filed within fifteen days of the candidate filing their nominating petition.	April 8th	September 9th
First day of absentee voting (SDCL 12-19-1.2). Note: Yellow sample ballots must be made available to voters when absentee voting begins.	April 17th	September 18th
Publish notices for the voter registration deadline (SDCL 12-4-5.2). Note: Must be published at least once each week for two consecutive weeks.	Weeks of April 26th & May 3rd	Weeks of September 27th & October 4th
Publish notices of election (SDCL 9-13-13; 13-7-8). Note: Must be published at least once each week for two consecutive weeks.	Weeks of May 17th & May 24th	Weeks of October 18th & October 25th
Deadline for voter registration (SDCL 12-4-5).	May 18th	October 19th
Publish facsimile ballot (SDCL 9-13-13; 13-7-8). Note: Must be published between Monday and Saturday during the week prior to the election.	Week of May 24th	Week of October 25th
ELECTION DAY! (SDCL 9-13-1; 13-7-10)	June 2nd	November 3rd
Deadline for official canvass (SDCL 9-13-24; 13-7-18).	Cities: June 9th Schools: Next regular meeting after election	Cities: November 10th Schools: Next regular meeting after election

2026 City & School Uncombined Election Calendar	June 2, 2026 -- Primary Election --	November 3, 2026 -- General Election --
Publish notice of vacancies and the time and place of filing petitions (SDCL 9-13-6; 13-7-5). Note: Must be published at least once each week for two consecutive weeks.	December 15th through December 30th	---
Deadline for the governing body to establish an election date (SDCL 9-13-1; 13-7-10).	Cities: January 14th Schools: First regular meeting in January	Cities: January 14th Schools: First regular meeting in January
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City Election Notes

Oaths of Office: There is nothing that outlines the form/wording of an oath of office. Please work with your city's attorney to write the oath. Also, there is nothing that clearly guides you as to when your officials must take the oath. Work with your attorney regarding this. Reference SDCL 9-14-5 for the process of qualifying for office.

Notices: Please keep holidays in mind when planning notices, as newspaper publication schedules may be affected. Always make sure to get confirmation from your local newspaper that they have received the required notice, that they plan to publish the notice, and—after the planned date of publication—that they actually published the notice.

Missed Election Notices: We encourage any city that misses a publication to get it published and post the notice around their jurisdiction. The notice would still be considered late, and the election could still be challenged. Contact your city's attorney if you miss a notice.

Petitions: To check the registration status of the candidate and petition signers (this is required by law), per ARSD 5:02:08:00 and 5:02:08:00.01, go to: <http://cityandschoollookup.sdsos.gov/Login.aspx>. If you forgot your username and password, or never had one, contact the Secretary of State's office (Elections@state.sd.us or 605-773-3537) and one will be provided to you.

First Class Municipalities: Aberdeen, Belle Fourche, Box Elder, Brandon, Brookings, Harrisburg, Huron, Madison, Mitchell, Pierre, Rapid City, Sioux Falls, Spearfish, Sturgis, Tea, Vermillion, Watertown and Yankton.

Home Rule Municipalities: Aberdeen, Beresford, Brookings, Elk Point, Faith, Ft. Pierre, Pierre, Sioux Falls, Springfield and Watertown.

Contact the Secretary of State's office with any questions at Elections@state.sd.us or 605-773-3537. Additional election information can be found at: <https://sdsos.gov>.

School Election Notes

Election Results: Certified election results must be published in the school board's minutes within sixty days for the canvass of the election (SDCL 13-7-30 and 13-7-31).

Oaths of Office: There is nothing that outlines the form/wording of an oath of office. Please work with your school district's attorney to write the oath. Also, there is nothing that clearly guides you as to when your officials must take the oath. Work with your attorney regarding this. Reference SDCL 13-8-4 for the process of qualifying for office.

Notices: Please keep holidays in mind when planning notices, as newspaper publication schedules may be affected. Always make sure to get confirmation from your local newspaper that they have received the required notice, that they plan to publish the notice, and—after the planned date of publication—that they actually published the notice.

Missed Election Notices: We encourage any school that misses a publication to get it published and post the notice around their jurisdiction. The notice would still be considered late, and the election could still be challenged. Contact your school district's attorney if you miss a notice.

Petitions: To check the registration status of the candidate and petition signers (this is required by law), per ARSD 5:02:08:00 and 5:02:08:00.01, go to: <http://cityandschoollookup.sdsos.gov/Login.aspx>. If you forgot your username and password, or never had one, contact the Secretary of State's office (Elections@state.sd.us or 605-773-3537) and one will be provided to you.

Contact the Secretary of State's office with any questions at Elections@state.sd.us or 605-773-3537. Additional election information can be found at: <https://sdsos.gov>.

General Notes

Counties, cities, and schools that are looking to combine their elections in 2026 will need to produce a written agreement detailing how expenses and responsibilities will be split, as well as how other issues will be handled.

Please consider the following (this is *not* an exhaustive list):

1. How will costs be split?
2. Will all jurisdictions print in the same paper, and who will be responsible for the publications?
3. Who will be responsible for recruiting election workers?
4. Who will be responsible for providing election materials?
5. Where will voting take place?
6. How will absentee voting be handled?
7. What will happen if all jurisdictions agree to combine, but one does not need to have an election after petitions are filed?

Negotiations will need to begin early since cities and schools may have to publish vacancy notices in December, even before the election date is officially established.

OFFICIAL SOUTH DAKOTA STATE HOLIDAYS – 2026 (SDCL 1-5-1)	
January 1	New Year's Day
January 19	Martin Luther King, Jr. Day
February 16	Presidents' Day
May 25	Memorial Day
June 19	Juneteenth
July 4	Independence Day
September 7	Labor Day
October 12	Native Americans' Day
November 11	Veterans' Day
November 26	Thanksgiving Day
December 25	Christmas Day

ORDINANCE 2025-04

A SUPPLEMENTAL APPROPRIATION TO APPROPRIATION ORDINANCE 2024-05

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

FUND 101 – GENERAL FUND

413 – ELECTIONS

4110 – SALARY - \$1,000

419- GOVERNMENT BUILDINGS

4250- REPAIRS - \$125,000

423 – BUILDING INSPECTOR

4110 – SALARY - \$25,000

432 – SEWER DEPARTMENT

4324 – GARBAGE & SALES TAX - \$5,000

470 – DEBT SERVICE

4711 – PRINCIPAL - \$15,000

499 – LIQUOR FUND

4405 – BJS COUNTRY STORE - \$40,000

FUND 206 – LIBRARY FUND

455 – LIBRARY

4110 – SALARY - \$4,000

4340 – EQUIPMENT - \$4,000

FUND 211 – 3RD CENT SALES TAX

462 – CHAMBER OF COMMERCE

4322 – BLDG IMPROVEMENTS – \$25,000

FUND 311 – TIFD FUND

470 – DEBT SERVICE

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

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

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

Dated this 1st day of December 2025.

CITY OF WHITEWOOD

Mitchell U. Harmon
Mayor

ATTEST:

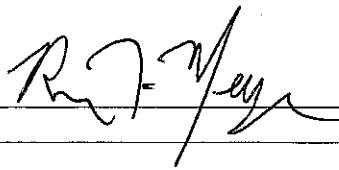
Cory C. Heckenlaible
Finance Officer

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

City of Whitewood
SPECIAL EVENTS
Alcoholic Beverage License Application
License #2025-03

Business Name: Bullwackers Owner Name: Address: Whitewood, SD 57793 Telephone #:	Location of Event: COMPLETE DESCRIPTION WITH STREET ADDRESS Hale Hall Dates of Event: December 6, 2025
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Description of Event: FESTIVAL OF TREES

Check which license you currently hold:	(X) Malt Beverage (X) Liquor (X) Wine
Check which license is requested for Special Event:	() Malt Beverage (X) Liquor () Wine
Also Include:	
[X] Proof of Insurance (ATTACH A VALID COPY OF CERTIFICATE OF INSURANCE OR LETTER FROM INSURER CONFIRMING THE POLICY IS IN PLACE NAMING THE CITY OF WHITEWOOD AS AN ADDITIONAL INSURED FOR THE ACTIVITIES DESCRIBED IN THE SPECIAL EVENT APPLICATION.)	
[] \$75 Per day fee Malt Beverage.	No. of Days _____ X \$75 = _____ Total
[] \$100 Per Day fee On-Sale Liquor.	No. of Days 1 X \$100 = \$100.00 Total
[X] Copy of Current Valid Alcoholic Beverage License	
Has applicant requested use of City property as part of license request? [X] Yes [] No	
Signature <u></u>	Date <u>11-12-25</u>

COUNCIL DECISION [] Approved [] Disapproved

South Dakota Public Assurance Alliance
GOVERNMENTAL PROPERTY COVERAGE ENDORSEMENT

This Endorsement Changes the Memorandum of Governmental Property Agreement.
Please Read It Carefully.

CHANGE ENDORSEMENT

The following change(s) have been made:

Section 2 - Property

<u>Status</u>	<u>Loc #</u>	<u>Type</u>	<u>Description</u>	<u>Address</u>	<u>Value</u>	<u>Deductible</u>	<u>Valuation</u>
ADD	19-1	Building & Contents	Keating Pump House	1601 Park Street Whitewood, SD 57793	Building: 315,000 Contents: 0	500	RC
ADD	19-2	Building & Contents	Cummins Generator w/Switch Gear	1601 Park Street Whitewood, SD 57793	Building: 54,000 Contents: 0	500	RC
ADD	19-3	Building & Contents	Fence and Gates	1601 Park Street Whitewood, SD 57793	Building: 1,500 Contents: 0	500	RC

Amended Total Coverage Limit:

Building: 6,616,101

Contents: 317,227

Contribution: 670.18

All other terms and conditions remain unchanged.

Nothing contained herein shall be construed to broaden the Coverages, terms, or conditions beyond that which is provided in this **Memorandum** of Property Coverage and the Intergovernmental Contract to which this endorsement attaches.

This endorsement forms a part of the **Memorandum** of Property Coverage to which it is attached, effective during the Agreement Period stated in the Declarations unless otherwise stated herein.

Endorsement Effective: 11/04/2025

Endorsement No.: P 3050

Member No.: 053

Member: City of Whitewood

Countersigned By: _____


Executive Director

	Balance 9/30/2025	REVENUE	EXPENSES	Balance 10/31/2025
<u>CASH COMPUTER</u>				
GENERAL FUND	1,404,183.55	114,755.97	(126,525.12)	1,392,414.40
LIBRARY	75,079.50	380.94	(8,409.24)	67,051.20
3RD CENT SALES TAX	46,302.48	3,523.98	(1,481.80)	48,344.66
ADDITIONAL TAX FUND	55,315.30	80.00	0.00	55,395.30
DEBT SERVICE	47,289.49	0.00	0.00	47,289.49
TIFD FUND	12,693.51	3,334.37	(5,644.67)	10,383.21
ECONOMIC DEVELOPMENT	52,844.80	1,036.38	0.00	53,881.18
CAPITOL PROJECT	-1,440,649.62	0.00	(33,735.50)	(1,474,385.12)
WATER	141,120.46	23,407.25	(23,702.64)	140,825.07
SEWER	564,433.32	30,807.98	(15,231.51)	580,009.79
Total Cash Per Computer	<u>\$958,612.79</u>	<u>\$177,326.87</u>	<u>(214,730.48)</u>	<u>\$921,209.18</u>

<u>CASH BANK</u>				
HIGHMARK F.C.U. ST SWR	14,201.86			14,202.47
PIONEER SAVINGS WATER	48,764.17			48,782.81
PIONEER SAVINGS ST ASSESS	31,956.13			31,968.34
PIONEER SAVINGS TRUNK SEW	15,539.19			15,544.47
PIONEER REG SAVINGS	208.67			208.71
PIONEER OPERATING ACCT	510,302.12			550,446.08
LESS O/S CHECKS	(10,355.72)			(24,418.60)
PLUS DEP IN TRANSIT	64,954.86			540.46
NSF CHECKS	0.00			0.00
N.M. CHECKS CLEARED	1,197.71			1,197.71
Total Cash Per Bank	<u>\$676,768.99</u>			<u>\$638,472.45</u>

Investments		<u>INTEREST</u>	
LPL FINANCIAL	281,843.80		282,736.73
Total Investments	<u>\$281,843.80</u>	<u>\$892.93</u>	<u>\$282,736.73</u>
LOSS/GAIN		<u>\$892.93</u>	
Total Cash Per Bank	<u>\$958,612.79</u>		<u>\$921,209.18</u>

Petty Cash:

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