

The White City Council held a regular meeting on Monday, May 3, 2021 at 7:00 pm at the McKnight Community Center. Mayor Scott Gladis called the meeting to order at 7:00 pm. Roll call was taken, council members present were; Cutler, Wilts, Kelm, Sunderland, Lagerstrom, and Cassels. Other's present were Jennifer Olson of the Pioneer Days Committee, Nate and Stephanie Thelen of Lefty's Sports Pub, Kimberly Kludt of Deubrook Area Schools, Paul Ekern, and Chad Landmark. All motions were unanimous unless otherwise noted.

Mayor Gladis began the meeting with the Pledge of Allegiance, followed by roll call.

Motion by Wilts, seconded by Kelm to approve the agenda.

Motion by Kelm, seconded by Lagerstrom to approve the April 5th minutes as presented.

Motion by Kelm, seconded by Lagerstrom to approve the following claims:

Check Name:	Check Amt.	Description
Runnings Supply, INC.	\$525.94	Supplies and Materials
Heartland Consumers Power	\$23,687.78	March Power 2021 & February SSP Transmission
Western Area Power Administration	\$847.12	2021 March Power
East River Electric Power	\$3,488.05	March 2021 Wheeling Fees
Brookings County Sheriff	\$3,191.30	February 2021 & April 2021 Contract Law
RFD News Group, INC.	\$62.39	Publishing Fees
South Dakota One Call	\$3.20	Message Fees-March 2021
Jon Ekern	\$450.00	January-March 2021 Monitor and Disinfection Reports
InfoTech Solutions	\$225.00	Software Backup Storage
Appeara	\$54.46	Cleaning Supplies
City of White	\$980.87	Utilities
BioAg Energy Services	\$281.03	Diesel Fuel & Octane Premium Gas
Fite, Pierce & Ronning Law	\$95.06	Balance Forward
Office Peeps, INC.	\$68.00	Supplies
Willmott Gravel	\$270.00	2 Loads of Gravel
WinWater	\$74.17	Complete Body-No Register
B&B Auto Sales	\$395.82	Battery X31C- 6x6 Water Tanker
Wesco Distribution	\$3,396.10	Supplies and Materials
Prussman Contracting INC.	\$2,327.77	Change Fire Hydrant
Pioneer Days Committee	\$561.85	Covid Refund-2020

Public Comments: Matt Lagerstrom had noticed at their Legion meeting last week that the water heater was turned way down, so it was hard to get hot enough water to wash dishes. He mentioned it to Chad, and he will be working on that soon.

Mayor Gladis noted that there were 5 open positions on the council. Motion by Sunderland to appoint David Cutler to council person for Ward 1. Motion by Sunderland to appoint Dylan Schwartz as the new council person to Ward 2. Motion by Sunderland to appoint Wayne

Kelm as council person for Ward 2. Motion by Sunderland to appoint Matt Lagerstrom as council person for Ward 3. Motion by Sunderland to appoint Matt Cassels as council person for Ward 3.

Kimberly Kludt, the Superintendent of Deubrook Area Schools came and talked to the council about what the school will be doing with the football complex. She mentioned that they were planning on turning the baseball field into a multi-use field, which includes converting into an ag-lime infield and using a portable mound. The current softball field will be a parking lot. They also plan on making an 8-lane track. She noted that the first 4 football games of the 2021 season will be at home, and they will start construction immediately after that.

Motion by Lagerstrom, seconded by Kelm to approve the City-School land use agreement.

Jennifer Olson, the President of the Pioneer Days Committee presented their lists of needs and plans for the weekend of July 15th-18th. Permission was asked if the road could be painted, like previous years. The council wanted something other than paint such as flags, or to find washable paint. Jen Olson said she would work on finding something easier. Permits for beer Friday-Sunday, closing Main Street from the old post office to the new post office on Saturday night, closing streets for the parade, closing Railroad Ave, 4th Street and 5th Street on Sunday for the Derby, closing of Main Street Friday night for bean bags, more trash cans, 5 porta potties, \$3,000 from the city for the event, the committee requested \$1,000 in the previous years, but do to COVID last year they incurred expenses without any income to cover the event, and for the information to be put on the website and digital board. The council also suggested that they start self-funding the festival going forward without City assistance.

Motion by Lagerstrom, seconded by Kelm to give the committee \$3,600. In the previous years, the city coordinated and paid for porta potties and any additional expenses. The \$3,600 covers the porta potties and any additional expenses and does not need to be coordinated by the City.

The Lefty's Sports Pub Liquor License was tabled to next meeting.

Motion by Sunderland, seconded by Kelm to approve the 2021-01 Resolution.

RESOLUTION 2021-01

A RESOLUTION ENTERING INTO AN OPERATING AGREEMENT BY AND BETWEEN THE CITY OF WHITE, A MUNICIPAL CORPORATION, IN THE STATE OF SOUTH DAKOTA, THELEN INVESTMENTS LLC, DOING BUSINESS AS LEFTY'S SPORTS PUB IN WHITE, SOUTH DAKOTA (SDCL 35-4-19)

This agreement made and entered into by and between the CITY OF WHITE, a municipal corporation, in the state of South Dakota, hereinafter referred to as "city" and Thelen Investments LLC, doing business as Lefty's Sports PUB, in White, South Dakota, hereinafter referred to as "manager".

WHEREAS, the city is licensed and engaged in the on-sale and off-sale of intoxicating liquors and on-off sale of malt beverages, and

WHEREAS, the city desires to enter into an operating agreement with the manager for the purpose of operation an "on-sale and off-sale liquor and on-off sale malt beverages, establishment business and on behalf of the city pursuant to SDCL Chapter 35-2 and acts amendatory thereof, and

WHEREAS, the manager has offered to provide facilities in which to operate said establishment on the premises hereinafter described.

SECTION 1. GENERAL PROVISIONS

- I. The manager shall be individually responsible for all operating expenses of said establishment.*
- II. The said establishment shall be situated on the real estate described as: Lot Twenty-four (24), in Block One (1) of the Original Plat to the City of White, Brookings County, South Dakota*
- III. That agreement shall be in full force and effective until expiration date of June 30, 2023, annually reviewable to negotiate it terms and conditions, and with the manager having the option and privilege of an extension, subject to approval of the governing body of the city.*
- IV. That either the city or manager may terminate this agreement upon ninety (90) days of written notice served by either party upon the other party.*
- V. The manager shall receive as full compensation for its services rendered, a net profit from the said establishment under its management as determined by the governing body of the municipality, and the sole profit derived by the city shall be a monthly amount agreed on by the city and manager. Hereafter set on intoxicating liquors and malt beverages.*
- VI. A complete and detailed record shall be maintained by the city on all liquors and malt beverages supplied to the manager, and such liquors and malt beverages so supplied shall be so supplied shall be evidenced by prenumber invoices prepared in triplicate showing the date, vendor name, invoice number and amount charged to manager. One copy thereof shall be retained by the establishment and the other on file with the City Finance Officer. All copies shall be kept as permanent records and made available for reference and audit purposes.*
- VII. The manager agrees to furnish all utilities and to pay all taxes imposed on the said establishment.*
- VIII. The manager agrees to operate a lounge upon the premises herein before described, and agrees to keep the same neat, clean and attractive appearance, and furthered agrees that he shall operate said establishment on only such days and hours as may be specified by the governing body of the city and in accordance with all state and local regulations and laws.*

- IX. *Manager agrees to pay for purchases of the on-sale and off-sale of intoxication liquor and on/off sale malt beverages on a cash basis once a month, on the 1st business day of the month.*
- X. *Manager agrees to observe all statutory laws of the State of South Dakota and all ordinances of the City of White.*
- XI. *City shall have the right to make inspections and investigations of the premises during hours of operation, and to make audit and examination of the records of the manager relating to the on-sale establishment, and the manager agrees to maintain a complete and detailed record of all liquors and malt beverages.*
- XII. *Manager shall furnish all equipment and fixtures necessary to operate the said establishment.*
- XIII. *It is further specifically understood and agreed that any waiver of right of the city under this agreement shall not constitute a continuous waiver, and any violation of law of breach of the of this agreement by manager shall constitute a separate and instinct defense and grounds for termination of the agreement.*
- XIV. *This agreement shall not be assignable by manager without written consent of the city.*

SECTION2. ON-SALE LIQUOR OPERATION

- I. *That said manager shall dispense only liquor purchased from Johnson Brother Famous Brands and Republic National Distributing Company or from another city-licensed establishment.*
- II. *The manager shall pay to the city a fee of \$120.00 per month. A copy of all invoices to be submitted to the Finance Officer at time of delivery and payment to be made as set forth in Section 1, Item IX of this agreement.*
- III. *In consideration of the agreement and covenants herein contained, the manager agrees to pay the city the sum of FIVE HUNDRED DOLLARS (\$500.00) in reimbursement for its on-sale South Dakota liquor license fee for each year so long as this agreement shall be in full force and effect. The manage further agrees that if the annual tax fee shall be increased at any time by the legislature, or by any administrative agency of the State of South Dakota, the manager shall pay the amount of any such increases. In addition, the manager agrees to pay the Federal Stamp fee if there is one.*
- IV. *City covenants and agrees to furnish the on-sale liquor license.*

SECTION 3. OFF-SALE LIQUOR OPERATION

- I. *That said manager shall dispense only liquor purchased from Johnson Brother Famous Brands and Republic National Distribution Company or from another city-licensed establishment.*
- II. *The manager shall provide to other city-licensed operations alcoholic or intoxication beverages at a cost of not less than 5% and not more than 5% above actual cost.*

- III. *The manager shall pay directly to the vendor for all alcoholic or intoxication liquors purchased by the manager for resale on the aforescribed premises.*

SECTION 4. ON/OFF SALE MALT BEVERAGE OPERATION

- I. *That the manager shall dispense only malt beverages purchased from Beal Distributing, Inc or Dakota Beverage Co., or from another city-licensed establishment.*
- II. *The manager shall submit a copy of all malt beverages purchased.*
- III. *The manager shall provide malt beverage products for resale to other city-licensed operations at a cost of not less than 5% and not more than 5% above actual cost.*
- IV. *The manager shall pay directly to the vendor for all malt beverage products purchased by the manager for resale on the redescrbed premises.*
- V. *The agreement shall become effective May 4, 2021.*

IN WITNESS WHEREOF, the parties hereto have executed this agreement this _____, day of May, 2021.

CITY OF WHITE, SOUTH DAKOTA

Motion by Sunderland, seconded by Kelm to approve the new Operating Agreement for Municipal Off & On Sale Liquor Establishment.

Nate Thelen of Lefty's Sports Pub presented to the council a fundraising event call "**Chase the Ace**" for the Volunteer Fire Department. They would sell tickets from Saturday to Saturday at \$5 apiece. Every Sunday, they will draw a name, and the winner gets 20% of the of that week's earnings and a chance to draw the Ace of Clubs. If the winner draws the Ace of Clubs, they will receive 50% of earnings and the rest will go to the fire hall. If the Ace of Clubs is not drawn, the pot will continue to grow until the Ace of Clubs is drawn.

Financial report by Byers included a quarterly update of Municipal Sales Tax, Quarterly update of County Tax, delinquency report and an expenditure summary for the first quarter.

Maintenance report by Chad Landmark included that he had been trimming trees in the park, and got the fire hydrant fixed by the Catholic Church.

Mayor Gladis wanted to circle back to the open positions of the agenda. Due to Schwartz now taking over in Ward 2. Wilts was the Vice President of the council. Mayor Gladis recommended that David Cutler be the new Vice President.

Motion by Kelm, seconded by Sunderland to make David Cutler the Vice President of the White City Council.

City of White
Regular Meeting
May 3, 2021

Motion by Sunderland, seconded by Kelm to adjourn. Meeting was adjourned at 8:53 pm.

Scott Gladis, Mayor

Rachel Byers, Finance Officer