

**AGENDA
CITY OF MILLER
TUESDAY, JANUARY 21, 2025
7:00 P.M.**

The City of Miller is an equal opportunity employer.

Call to Order

Pledge of Allegiance

Approval of Agenda

Approval of Minutespgs. 1 - 2

Public Input

Old Business

1. SDML Work Comp Safety Equipment Grant – quote revision.....pg. 3

New Business

1. Code of Ordinances: Subdivisions re: Ordinance #674
2. Phase IV Water Storage Improvements:
- Maguire Pay App No. 1pgs. 4 - 5
 - Certificate of Substantial Completion.....pgs. 6 - 7
3. 2024 Year-end Financials.....pgs. 8 - 16
4. Quoin CDs Mature 1/25/2025pg. 17
5. Code Enforcement Specialists – Agreement Renewal.....pgs. 18 - 19
6. KBA – Annual Report (*billed at their standard rate [2024 = \$1,750]*)
7. Surplus Property to Miller Fire Department:
- “SoundOff Signal” Siren Speaker, LED Lightbar, Control Panel/Module
8. Burbach Aquatics
9. Memorandum of Destructionpg. 20
10. 2025 Fire Department Rosterpg. 21
11. Special Event Liquor Licenses:
- Willies Bar & Grill – Miller Community Center on 1/29/25 & 2/12/25
 - Turtle Creek Saloon – Miller Community Center on 2/14/25

Approval of Bills

Correspondence

Miller C&C Newsletterpg. 22

DANR – Notice of General Air Quality Operating Permit for Grain Elevators in SD.....pgs. 23 - 25

Adjourn

Public comments are welcomed during public input, but no action can be taken by the Council on comments received at this meeting. Anyone wishing to have the Council vote on an item should call the Finance Office at 853-2705 by 5:00 p.m. on the Wednesday preceding the next scheduled meeting to be placed on the agenda.

**CITY OF MILLER
CITY COUNCIL MEETING
JANUARY 6, 2025**

The City of Miller is an equal opportunity employer.

The City Council met in regular session at city hall at 7:00 p.m. on Monday, January 6, 2025.

MEMBERS PRESENT: Mayor Tom McGough, Aldermen: Dale Hargens, Will Jones, Patrick Price, Gale Auch, and Landon Gab and Alderwoman Susan Hargens.

CALL TO ORDER: Mayor McGough called the meeting to order.

Pledge of Allegiance was said by all present.

AGENDA: Motion by Alderwoman Hargens, seconded by Alderman Price to approve the agenda. All members voted aye. Motion carried.

MINUTES: Mayor McGough thanked President Hargens for conducting the meeting held December 30, 2024. Motion by Alderman Price, seconded by Alderman Hargens to approve the minutes for the special end-of-year meeting held December 30, 2024. All members voted aye. Motion carried.

PUBLIC INPUT

Mayor McGough mentioned legislative session and to keep tabs on pending legislation that can be beneficial or detrimental to local government.

Department Head Reports

Cindy Deuter, Finance Officer, presented the final sales tax figures as of the end of 2024 in comparison with 2023 figures. \$1,035,698.82 was received in 2024, \$20,375.98 more than what was received in 2023, yet \$64,301.18 short of the \$1.1 million that was budgeted for 2024. The BBB tax (Gross Receipts Tax) came in at \$53,708.21, \$227.91 less as compared to 2023. A preliminary overview of the 2024 financials shows that all accounts and funds look good.

NEW BUSINESS

Resolution No. 2025-1 – Annual Salaries: Mayor McGough read Resolution No. 2025-1. Motion by Alderwoman Hargens, seconded by Alderman Auch to approve Resolution 2025-1 – Annual Salaries. All members voted aye. Motion carried.

Designate Official Newspaper and Depositories: Motion by Alderman Price, seconded by Alderman Hargens to designate *The Miller Press* as the official newspaper and American Bank & Trust, Quoin Financial, and SD Fit as the official depositories for the City of Miller. All members voted aye. Motion carried.

Miller C&C Membership: The Miller C&C has reorganized with 5 main goals for 2025: reconnect with the community, support local businesses, modernize operations, provide clear value to members, and encourage civic engagement. Motion by Alderman Price, seconded by Alderman Jones to pay the \$350 membership fee for 2025. All members voted aye. Motion carried.

Farm & Home Show: Motion by Alderman Gab, seconded by Alderman Auch to approve a \$100 Utility Credit Certificate for a door prize at the city's booth for the Farm & Home Show. All members voted aye. Motion carried. The tentative schedule to host the city's booth at the Farm & Home Show will be Friday 3:00-8:00 – Tom McGough. Patrick Price will be there for the duration of the event hosting a booth for C&B Operations, and Dale Hargens will be helping at the pancake feed. Each can fill in at the city's booth to allow breaks for Tom. Saturday 9:00-11:00 – Susan Hargens, and Saturday 11:00-1:00 – Dale Hargens.

Approval of Bills: Motion by Alderman Hargens, seconded by Alderman Price to approve the bills for payment. All members voted aye. Motion carried.

Motion by Alderman Hargens, seconded by Alderman Auch to adjourn the meeting. There being no further business, the meeting was adjourned at 7:17 p.m. All members voted aye. Motion carried.

Tom McGough, Mayor

Cindy Deuter, Finance Officer

LEGAL NOTICE OF RECEIPT
Copy of the official proceedings
was received on: _____
Published once at the
approximate cost of: _____

Bills January 2025 (1)

Bobs Disposal	Garbage	350.00
City Utilities	Utilities	9,416.60
Galls	Supplies	94.99
Jim Henson	Reimb.	12.00
Pioneer Garage	Recalls/Misc Repairs	1,751.73
John Deere	Parts	210.88
Miller Ace	Supplies	212.80
Napa	Parts	268.39
NECOG	Dues	1,777.30
OHED	80% Bbb	2,486.74
Postmaster	Postage	400.00
Sd Danr	Fee	1,500.00
Servall	Service	114.95
Sturdevant's	Parts	159.68
Us Bank	Loan	18,165.39
Wesco	Supplies	489.42
	Accounts Payable Total	<u>\$37,410.87</u>

Payroll Salary plus

Benefits by Department:		12/31/2024, 1/02/2025		
Department		w/o OT	OT	Total
41101	COUNCIL	3,762.38	0.00	3,762.38
41402	FINANCE OFFICE	3,286.58	0.00	3,286.58
41902	BUILDING	458.69	0.00	458.69
42101	POLICE	17,365.69	3,025.78	20,391.47
43101	STREET	9,127.58	375.43	9,503.01
43201	SEWER	5,973.00	37.67	6,010.67
43305	WATER	5,972.92	37.66	6,010.58
43403	ELECTRIC	14,086.56	0.00	14,086.56
		<u>\$60,033.40</u>	<u>\$3,476.54</u>	<u>\$63,509.94</u>

Date: 12/16/2024

Expiration Date 30 Days

FOB

Delivery Date **POB**[illegible]

DIFF = \$ 1,158.83

X 50%

579.42

50/50 Grant

$$\$4345.29 \div 2 = \$2,172.65$$

$$^{\$} 5,504.12 \div 2 = 2,752.06$$

~~\$~~ 579.41

Contractor's Application for PaymentApplication No.: **One**

Owner: City of Miller Engineer's Project No: 16085
Engineer: SPN and Associates
* Contractor: Maguire Iron Inc
Project: Water Storage Improvements

Application Date: December 19, 2024Application Period: From July 17, 2024 to December 19, 2024

1. Original Contract Price	\$	50,000.00
2. Net change by Change Orders	\$	-
3. Current Contract Price (Line 1 + Line 2)	\$	50,000.00
4.a Total Work Completed	\$	47,500.00
4.b Materials Stored to Date	\$	-
4.c Less Value of Non-conforming Work		
5. Retainage		
a. 5% X \$ 47,500.00 Work & Materials	\$	2,375.00
b. X Work & Materials	\$	-
c. Total Retainage (Line 5.a + Line 5.b)	\$	2,375.00
6. Amount eligible to date (Line 4.a + 4.b - 4.c - Line 5.c)	\$	45,125.00
7. Less previous payments (Line 6 from prior application)		
* 8. Amount due this application	\$	45,125.00 *
9. Balance to finish, including retainage (Line 3 - Line 6)	\$	4,875.00

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's ultimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor ApprovalSignature: Curtis HemmDate: 12-20-24**Recommended by Engineer**By: Camden Hoke, PETitle: Project EngineerDate: 1/9/25**Approved by Owner**

By: _____

Title: Mayor

Date: _____

APPLICATION NUMBER: One
 PROJECT: Water Storage Improvements
 OWNER: City of Miller
 PROJECT NUMBER: 16085
 INCLUDES CHANGE ORDER: -

DATE OF ESTIMATE: December 19, 2024
 PERIOD FROM: July 17, 2024
 TO: December 19, 2024

CONTRACTOR:
 Maguire Iron Inc

Approximate total amount of payment earned: 95.0%

BID SCHEDULE B:		AS APPROVED TO DATE				INSTALLED THIS PERIOD:		INSTALLED TO DATE:		BALANCE TO INSTALL	
ITEM	DESCRIPTION	QUANTITY	UNIT	PRICE	APPROVED VALUE	QUANTITY	VALUE	QUANTITY	VALUE	QUANTITY	VALUE
1	Furnish and Install Mixer in Water Tower	1	LS	\$25,000.00	\$25,000.00	100% LS	\$25,000.00	95% LS	\$23,750.00	5% LS	\$1,250.00
2	Furnish and Install Mixer in Ground Storage Tank	1	LS	\$25,000.00	\$25,000.00	100% LS	\$25,000.00	95% LS	\$23,750.00	5% LS	\$1,250.00
Total for Bid Schedule B					\$50,000.00		\$50,000.00		\$47,500.00		\$2,500.00

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: City of Miller Engineer's Project No.: 16085
Contractor: Maguire Iron
Engineer: SPN & Associates Inc
Project: Water Storage Improvements (Bid Schedule B)

This Certificate of Substantial Completion applies to:

- ☒ All Work ☐ The following specified portions of the Work:

December 5, 2024

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows:

Amendments to Owner's responsibilities:

- ☒ None
☐ As follows:

Amendments to

Contractor's responsibilities:

- ☒ None
☐ As follows:

The following documents are attached to and made a part of this Certificate: Punch List Dated December 5, 2024.

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

EXECUTED BY ENGINEER:		RECEIVED:		RECEIVED:	
By: <u>Camdon Hoke, PE</u>	By: _____	By: <u>Charles Hamer</u>	By: _____	By: _____	By: _____
(Authorized signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)			
Title: <u>Project Engineer</u>	Title: <u>Mayor</u>	Title: <u>Project Manager</u>			
Date: <u>1/9/25</u>	Date: _____	Date: <u>1-2-25</u>			

Miller Tank Mixers

Punch List as of December 5, 2024

1. Implement the tank mixers run signal into the City's existing SCADA system.
2. Clean up remaining parts left over after construction.
3. Provide final documents to close out the project.

The above listing is not to be considered all-inclusive. Additional items may be added to the above listing as noted and as deemed to be appropriate.

REVENUE & EXPENSE REPORT

CALENDAR 12/2024, FISCAL 12/2024

PCT OF FISCAL YTD 100.0%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
	TAXES TOTAL	66,689.80	1,502,282.77	1,566,500.00	64,217.23
	LICENSES AND PERMITS TOTAL	80.00	9,555.00	9,650.00	95.00
	FEDERAL GRANTS TOTAL	.00	.00	.00	.00
	STATE GRANTS TOTAL	.00	8,500.00	.00	8,500.00
	STATE SHARED REVENUE TOTAL	2,104.01	116,861.53	113,000.00	3,861.53
	COUNTY REVENUES TOTAL	.00	8,005.61	7,300.00	705.61
	CHARGES FOR GOODS & SERV TOTA	596.70	7,730.82	15,500.00	7,769.18
	REC FACILITY FEES TOTAL	191.73	23,073.49	29,000.00	5,926.51
	FINES AND FORFEITS TOTAL	.00	766.24	.00	766.24
	MISCELLANEOUS REVENUES TOTAL	3,997.53	107,548.32	70,400.00	37,148.32
	OTHER SOURCES TOTAL	2,151.68	4,349.00	.00	4,349.00
	TOTAL REVENUE	75,811.45	1,788,672.78	1,811,350.00	22,677.22
	COUNCIL TOTAL	4,297.51	43,884.77	47,275.00	3,390.23
	CONTINGENCY TOTAL	.00	.00	16,500.00	16,500.00
	ELECTIONS TOTAL	.00	1,231.11	2,200.00	968.89
	ATTORNEY TOTAL	245.00	5,549.61	10,000.00	4,450.39
	FINANCE TOTAL	7,995.82	121,630.21	130,055.00	8,424.79
	BUILDINGS TOTAL	1,514.76	24,625.25	31,525.00	6,899.75
	POLICE TOTAL	30,287.88	455,742.19	472,490.00	16,747.81
	FIRE TOTAL	27,048.72	46,773.90	54,100.00	7,326.10
	CODE ENFORCEMENT TOTAL	519.64	5,081.23	5,500.00	418.77
	CIVIL DEFENSE TOTAL	.00	1,000.00	1,000.00	.00
	STREET TOTAL	55,582.69	468,316.08	663,970.00	195,653.92
	AIRPORT TOTAL	545.73	23,312.92	32,735.00	9,422.08
	COVID-19 TOTAL	.00	.00	.00	.00
	HEALTH & WELFARE TOTAL	153.31	5,498.39	8,000.00	2,501.61
	BALLPARK TOTAL	919.37	27,374.89	255,560.00	228,185.11
	POOL TOTAL	424.88	99,643.22	101,660.00	2,016.78
	SENIOR CITIZEN ACTIVITY TOTAL	.00	.00	.00	.00
	PARK TOTAL	1,170.15	59,568.18	69,950.00	10,381.82
	ZONING TOTAL	25.75	72.03	200.00	127.97
	ECONOMIC DEVELOPMENT TOTAL	8,300.00	100,000.00	100,000.00	.00
	PROMOTION OF CITY TOTAL	.00	2,458.25	6,000.00	3,541.75
	DEBT SERVICE TOTAL	.00	.00	.00	.00
	CAPITAL OUTLAY TOTAL	.00	.00	.00	.00
	TRANSFER OUT TOTAL	.00	.00	.00	.00
	TOTAL EXPENSES	139,031.21	1,491,762.23	2,008,720.00	516,957.77
	GENERAL TOTAL	63,219.76	296,910.55	197,370.00	494,280.55
	TAXES TOTAL	3,108.42	53,708.21	60,000.00	6,291.79
	MISCELLANEOUS REVENUES TOTAL	.00	80.37	300.00	219.63
	TOTAL REVENUE	3,108.42	53,788.58	60,300.00	6,511.42
	POOL TOTAL	.00	10,000.00	10,000.00	.00

REVENUE & EXPENSE REPORT

CALENDAR 12/2024, FISCAL 12/2024

PCT OF FISCAL YTD 100.0%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
	ECONOMIC DEVELOPMENT TOTAL	5,290.17	43,947.69	48,000.00	4,052.31
	TOTAL EXPENSES	5,290.17	53,947.69	58,000.00	4,052.31
	GROSS RECEIPTS TAX FUND TOTAL	2,181.75-	159.11-	2,300.00	2,459.11
	OTHER SOURCES TOTAL	.00	52,462.97	66,500.00	14,037.03
	OTHER SOURCES TOTAL	.00	.00	.00	.00
	TOTAL REVENUE	.00	52,462.97	66,500.00	14,037.03
	AIRPORT TOTAL	2,548.80	57,772.98	70,000.00	12,227.02
	POOL TOTAL	.00	.00	.00	.00
	TRANSFER OUT TOTAL	.00	.00	.00	.00
	TOTAL EXPENSES	2,548.80	57,772.98	70,000.00	12,227.02
	CAPITAL IMPROVEMENT TOTAL	2,548.80-	5,310.01-	3,500.00-	1,810.01
	WATER TOTAL	192,304.00	2,529,698.29	2,471,749.70	57,948.59-
	TOTAL REVENUE	192,304.00	2,529,698.29	2,471,749.70	57,948.59-
	WATER TOTAL	158,960.31	2,630,533.75	2,667,295.56	36,761.81
	TOTAL EXPENSES	158,960.31	2,630,533.75	2,667,295.56	36,761.81
	WATER TOTAL	33,343.69	100,835.46-	195,545.86-	94,710.40-
	ELECTRIC TOTAL	156,030.36	2,186,248.10	2,568,185.00	381,936.90
	TOTAL REVENUE	156,030.36	2,186,248.10	2,568,185.00	381,936.90
	ELECTRIC TOTAL	121,100.85	2,146,405.01	2,568,185.00	421,779.99
	TRANSFER OUT TOTAL	.00	.00	.00	.00
	TOTAL EXPENSES	121,100.85	2,146,405.01	2,568,185.00	421,779.99
	ELECTRIC TOTAL	34,929.51	39,843.09	.00	39,843.09-
	SEWER TOTAL	62,665.53	828,736.57	803,154.77	25,581.80-
	TOTAL REVENUE	62,665.53	828,736.57	803,154.77	25,581.80-

REVENUE & EXPENSE REPORT
CALENDAR 12/2024, FISCAL 12/2024

PCT OF FISCAL YTD 100.0%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
	SEWER TOTAL	26,866.47	636,474.16	645,793.01	9,318.85
	TOTAL EXPENSES	26,866.47	636,474.16	645,793.01	9,318.85
	SEWER TOTAL	35,799.06	192,262.41	157,361.76	34,900.65-
	TOTAL PROFIT/LOSS:	36,121.95	422,711.47	236,754.10-	659,465.57-

BANK CASH REPORT 2024

BANK NAME FUND GL NAME	NOVEMBER CASH BALANCE	DECEMBER RECEIPTS	DECEMBER DISBURSMENTS	DECEMBER CASH BALANCE	OUTSTANDING TRANSACTIONS	DEC BANK BALANCE
AMERICAN BANK & TRUST						
BANK AMERICAN BANK & TRUST						1,820,110.63
101 CHECKING	504,970.33	74,721.32	139,056.02	440,635.63	46,633.07	
211 CHECKING	40,078.22	3,108.42	5,290.17	37,896.47		
501 CHECKING	75,654.84	0.00	2,548.80	73,106.04	1,699.20	
602 CHECKING	420,121.83	192,946.28	159,543.59	453,524.52	3,782.24	
603 CHECKING	586,755.20	178,998.42	557,132.69	208,620.93	12,980.41	
604 CHECKING	503,738.03	62,237.08	26,866.47	539,108.64	2,893.93	
PENDING CREDIT-CARD DEPOSITS					770.45	
AMERICAN BANK & TRUST TOTALS	2,131,318.45	512,011.52	890,437.74	1,752,892.23	67,218.40	1,820,110.63
SAVINGS ABT #275231						
BANK SAVINGS ABT #275231						432,734.25
101 UNRESTRICTED ABT	332,085.84	447.64	0.00	332,533.48		
101 RESERVED AIRPORT AIP ABT	0.00	0.00	0.00	0.00		
101 SWIM POOL CIP ABT	0.00	0.00	0.00	0.00		
602 UNRESTRICTED ABT	13,455.05	18.14	0.00	13,473.19		
602 RESTRICTED ARPA FUNDS	0.00	0.00	0.00	0.00		
603 UNRESTRICTED ABT	44,382.76	59.82	0.00	44,442.58		
603 RESTRICTED ABT	0.00	0.00	0.00	0.00		
604 UNRESTRICTED ABT	42,228.08	56.92	0.00	42,285.00		
604 RESTRICTED ABT	0.00	0.00	0.00	0.00		
SAVINGS ABT #275231 TOTALS	432,151.73	582.52	0.00	432,734.25	0.00	432,734.25
SAVINGS QUOIN 5710						
BANK SAVINGS QUOIN 5710						883,454.93
101 UNRESTRICTED QUOIN	268,098.35	640.17	0.00	268,738.52		
101 ASSIGNED CASH - SWIM POOL	5,000.00	0.00	0.00	5,000.00		
602 UNRESTRICTED QUOIN	4,802.99	172.86	0.00	4,975.85		
602 RESTRICTED BOND 2009	50,439.60	0.00	0.00	50,439.60		
602 RESTRICTED BOND 2016	12,110.26	0.00	0.00	12,110.26		
602 RESTRICTED BOND 2017	6,387.64	0.00	0.00	6,387.64		
603 UNRESTRICTED QUOIN	307,304.87	881.51	0.00	308,186.38		
603 RESTRICTED BOND 2010	0.00	0.00	0.00	0.00		
603 RESTRICTED BOND 2020	68,748.75	0.00	0.00	68,748.75		
604 UNRESTRICTED QUOIN	4,569.54	371.53	0.00	4,941.07		
604 RESTRICTED BOND 2016	105,128.00	0.00	0.00	105,128.00		
604 RESTRICTED BOND 2017	16,722.86	0.00	0.00	16,722.86		
604 RESTRICTED BOND 2020	32,076.00	0.00	0.00	32,076.00		
SAVINGS QUOIN 5710 TOTALS	881,388.86	2,066.07	0.00	883,454.93	0.00	883,454.93
QUOIN CD						
BANK QUOIN CD						961,982.84
101 QUOIN CD	460,588.75	0.00	0.00	460,588.75		
211 QUOIN CD	25,588.25	0.00	0.00	25,588.25		
602 QUOIN CD	0.00	0.00	0.00	0.00		
603 QUOIN CD	475,805.84	0.00	0.00	475,805.84		

BANK CASH REPORT 2024

FUND GL	BANK NAME	NOVEMBER CASH BALANCE	DECEMBER RECEIPTS	DECEMBER DISBURSMENTS	DECEMBER CASH BALANCE	OUTSTANDING TRANSACTIONS	DEC BANK BALANCE
604	QUOIN CD	0.00	0.00	0.00	0.00		
	QUOIN CD TOTALS	961,982.84	0.00	0.00	961,982.84	0.00	961,982.84
	SD FIT						
BANK	SD FIT						1,037,637.89
101	SD FIT GENERAL	518,797.75	21.07	0.00	518,818.82		
603	SD FIT ELECTRIC	518,797.88	21.19	0.00	518,819.07		
	SD FIT TOTALS	1,037,595.63	42.26	0.00	1,037,637.89	0.00	1,037,637.89
	ABT CDs						
BANK	ABT CDs						1,000,000.00
101	ABT CD	520,000.00	0.00	0.00	520,000.00		
602	ABT CD	230,000.00	0.00	0.00	230,000.00		
603	ABT CD	0.00	0.00	0.00	0.00		
604	ABT CD	250,000.00	0.00	0.00	250,000.00		
	ABT CDs TOTALS	1,000,000.00	0.00	0.00	1,000,000.00	0.00	1,000,000.00
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	TOTAL OF ALL BANKS	6,444,437.51	514,702.37	890,437.74	6,068,702.14	67,218.40	6,135,920.54
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101	PETTY CASH				275.00		
	PETTY CASH TOTAL				275.00		
	GRAND TOTAL CASH				6,068,977.14		

BALANCE SHEET

CALENDAR 12/2024, FISCAL 12/2024

ACCOUNT NUMBER	ACCOUNT TITLE	PTD BAL.	YTD BAL.
101-00001-10101	CHECKING	64,334.70-	440,635.63
101-00001-10200	SD FIT GENERAL	21.07	518,818.82
101-00001-10301	PETTY CASH	.00	275.00
101-00001-10401	UNRESTRICTED QUOIN	640.17	268,738.52
101-00001-10402	UNRESTRICTED ABT	447.64	332,533.48
101-00001-10403	RESERVED AIRPORT AIP ABT	.00	.00
101-00001-10404	SWIM POOL CIP ABT	.00	.00
101-00001-10502	QUOIN CD	.00	460,588.75
101-00001-10504	ABT CD	.00	520,000.00
101-00001-10701	ASSIGNED CASH - SWIM POOL	.00	5,000.00
101-00001-10801	TAXES RECEIVABLE - CURRENT	.00	.00
101-00001-11001	TAXES RECEIVABLE - DELINQUENT	.00	.00
	TOTAL ASSETS	63,225.82-	2,546,590.20
101-00002-20200	ACCOUNTS PAYABLE	.00	.00
101-00002-21700	STATE SALES TAX	6.06-	22.38
101-00002-21701	FEDERAL W/H PAYABLE	.00	.00
101-00002-21702	FICA W/H PAYABLE	.00	.00
101-00002-21901	RETIREMENT W/H PAYABLE	.00	.00
101-00002-21902	INS W/H PAYABLE	.00	.00
101-00002-21909	OTHER W/H PAYABLE	.00	.00
101-00003-26401	RESTRICTED DEBT SERVICE	.00	.00
101-00003-26499	OTHER RESTRICTED FUND BALANCE	.00	5,000.00
101-00003-26601	ASSIGN FOR SUBSEQ YEAR BUDGET	.00	197,370.00
101-00003-26602	ASSIGNED FOR CAPITAL OUTLAY	.00	500,000.00
101-00003-26701	UNASSIGNED FUND BALANCE	315,910.55	1,844,197.82
101-00003-27200	RETAINED EARNINGS - UNRESERVED	.00	.00
	TOTAL LIABILITIES	315,904.49	2,546,590.20
	GENERAL TOTAL	379,130.31-	.00
211-00001-10101	CHECKING	2,181.75-	37,896.47
211-00001-10502	QUOIN CD	.00	25,588.25
	TOTAL ASSETS	2,181.75-	63,484.72
211-00002-20200	ACCOUNTS PAYABLE	.00	.00
211-00002-26404	FACILITIES/PROMOTE CITY	.00	.00
211-00003-26409	BUSINESS IMPROVE DISTRICT	.00	.00
211-00003-26701	UNASSIGNED FUND BALANCE	159.11-	63,484.72
	TOTAL LIABILITIES	159.11-	63,484.72
	GROSS RECEIPTS TAX FUND TOTAL	2,022.64-	.00

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BALANCE SHEET

CALENDAR 12/2024, FISCAL 12/2024

ACCOUNT NUMBER	ACCOUNT TITLE	PTD BAL.	YTD BAL.
501-00001-10101	CHECKING	2,548.80-	73,106.04
	TOTAL ASSETS	2,548.80-	73,106.04
501-00002-20200	ACCOUNTS PAYABLE	.00	.00
501-00003-26701	UNASSIGNED FUND BALANCE	5,310.01-	73,106.04
	TOTAL LIABILITIES	5,310.01-	73,106.04
	CAPITAL IMPROVEMENT TOTAL	2,761.21	.00
602-00001-10101	CHECKING	33,402.69	453,524.52
602-00001-10400	UNRESTRICTED QUOIN	172.86	4,975.85
602-00001-10401	UNRESTRICTED ABT	18.14	13,473.19
602-00001-10502	QUOIN CD	.00	.00
602-00001-10504	ABT CD	.00	230,000.00
602-00001-10700	RESTRICTED BOND 2009	.00	50,439.60
602-00001-10701	RESTRICTED ARPA FUNDS	.00	.00
602-00001-10702	RESTRICTED BOND 2016	.00	12,110.26
602-00001-10704	RESTRICTED BOND 2017	.00	6,387.64
	TOTAL ASSETS	33,593.69	770,911.06
602-00002-20200	ACCOUNTS PAYABLE	.00	.00
602-00002-21700	STATE SALES TAX	.00	37.20
602-00002-21701	FEDERAL W/H PAYABLE	.00	.00
602-00002-21702	FICA W/H PAYABLE	.00	.00
602-00002-21901	RETIREMENT W/H PAYABLE	.00	.00
602-00002-21902	INS W/H PAYABLE	.00	.00
602-00002-21909	OTHER W/H PAYABLE	.00	.00
602-00002-22000	UTILITY DEPOSITS	250.00	1,700.00
602-00003-25321	RESTRICTED FOR DEBT SERVICE	.00	68,937.50
602-00003-25322	RESTRICTED FOR FED GRANTS	.00	.00
602-00003-25390	UNRESTRICTED NET POSITION	93,985.46-	700,236.36
	TOTAL LIABILITIES	93,735.46-	770,911.06
	WATER TOTAL	127,329.15	.00
603-00001-10101	CHECKING	378,134.27-	208,620.93
603-00001-10105	CHECKING EL WF #600	.00	.00
603-00001-10106	CHECKING EL WF#601	.00	.00
603-00001-10107	CHECKING EL WF #602 RESTRICTED	.00	.00
603-00001-10200	SD FIT ELECTRIC	21.19	518,819.07
603-00001-10400	UNRESTRICTED QUOIN	881.51	308,186.38

BALANCE SHEET

CALENDAR 12/2024, FISCAL 12/2024

ACCOUNT NUMBER	ACCOUNT TITLE	PTD BAL.	YTD BAL.
603-00001-10401	UNRESTRICTED ABT	59.82	44,442.58
603-00001-10502	QUOIN CD	.00	475,805.84
603-00001-10504	ABT CD	.00	.00
603-00001-10701	RESTRICTED ABT	.00	.00
603-00001-10731	RESTRICTED BOND 2010	.00	.00
603-00001-10732	RESTRICTED BOND 2020	.00	68,748.75
	TOTAL ASSETS	377,171.75	1,624,623.55
603-00002-20200	ACCOUNTS PAYABLE	412,492.51	.00
603-00002-21700	STATE SALES TAX	11.25	290.02
603-00002-21701	FEDERAL W/H PAYABLE	.00	.00
603-00002-21702	FICA W/H PAYABLE	.00	.00
603-00002-21901	RETIREMENT W/H PAYABLE	.00	.00
603-00002-21902	INS W/H PAYABLE	.00	.00
603-00002-21909	OTHER W/H PAYABLE	.00	.00
603-00002-22000	UTILITY DEPOSITS	380.00	4,668.82
603-00003-25321	RESTRICTED FOR DEBT SERVICE	.00	68,748.75
603-00003-25390	UNRESTRICTED NET POSITION	39,843.09	1,550,915.96
603-00003-27200	NET POSITION RESTRICTED FOR EQ	.00	.00
	TOTAL LIABILITIES	372,258.17	1,624,623.55
	ELECTRIC TOTAL	4,913.58	.00
604-00001-10101	CHECKING	35,370.61	539,108.64
604-00001-10400	UNRESTRICTED QUOIN	371.53	4,941.07
604-00001-10401	UNRESTRICTED ABT	56.92	42,285.00
604-00001-10502	QUOIN CD	.00	.00
604-00001-10504	ABT CD	.00	250,000.00
604-00001-10700	RESTRICTED BOND 2016	.00	105,128.00
604-00001-10701	RESTRICTED ABT	.00	.00
604-00001-10702	RESTRICTED BOND 2017	.00	16,722.86
604-00001-10703	RESTRICTED BOND 2020	.00	32,076.00
	TOTAL ASSETS	35,799.06	990,261.57
604-00002-20200	ACCOUNTS PAYABLE	.00	.00
604-00002-21700	STATE SALES TAX	.00	20.28
604-00002-21701	FEDERAL W/H PAYABLE	.00	.00
604-00002-21702	FICA W/H PAYABLE	.00	.00
604-00002-21901	RETIREMENT W/H PAYABLE	.00	.00
604-00002-21902	INS W/H PAYABLE	.00	.00
604-00002-21909	OTHER W/H PAYABLE	.00	.00
604-00003-25321	RESTRICTED FOR DEBT SERVICE	.00	153,926.86
604-00003-25390	UNRESTRICTED NET POSITION	166,412.41	836,314.43
	TOTAL LIABILITIES	166,412.41	990,261.57

BALANCE SHEET
CALENDAR 12/2024, FISCAL 12/2024

ACCOUNT NUMBER	ACCOUNT TITLE	PTD BAL.	YTD BAL.
	SEWER TOTAL	130,613.35-	.00
		=====	=====
	Report Total	386,589.52-	.00

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BANK CASH REPORT 2025

BANK NAME FUND GL NAME	DECEMBER CASH BALANCE	JANUARY RECEIPTS	JANUARY DISBURSMENTS	JANUARY CASH BALANCE	OUTSTANDING TRANSACTIONS	JAN BANK BALANCE
QUOIN CD						
BANK QUOIN CD						961,982.84
101 QUOIN CD	460,588.75	0.00	0.00	460,588.75		
211 QUOIN CD	25,588.25	0.00	0.00	25,588.25		
602 QUOIN CD	0.00	0.00	0.00	0.00		
603 QUOIN CD	475,805.84	0.00	0.00	475,805.84		
604 QUOIN CD	0.00	0.00	0.00	0.00		
QUOIN CD TOTALS	961,982.84	0.00	0.00	961,982.84	0.00	961,982.84

TOTAL OF ALL BANKS	961,982.84	0.00	0.00	961,982.84	0.00	961,982.84
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101 PETTY CASH	275.00
PETTY CASH TOTAL	275.00
GRAND TOTAL CASH	962,257.84

Earnings Paid to Date:

Balance on Mature Date: 1/25/2025

101 - General Fund CD = \$21,559.34

\$482,148.09

211 - Pool CD = \$1,197.74

\$ 26,785.99

603 - Electric Fund CD = 19,163.86

\$428,576.08

Independent Contractor Agreement

This Independent Contractor Agreement ("Agreement") is made and entered into on the date on the signature page below, by and between Joel Johnson, President of Code Enforcement Specialists, LLC ("CONTRACTOR") ("Contractor") and the City of _____ (the "City"), a municipality located in _____ County, South Dakota. Collectively, Contractor and the City are referred to as the "parties."

I. PURPOSE. The purpose of this Agreement is to outline the duties of both parties relating to inspection and enforcement of the City's Ordinances.

1.1 **Independent Contractor.** The parties to this Agreement agree that Contractor is an independent contractor. Contractor works exclusively for himself. While performing services hereunder, Contractor is an independent contractor and not an officer, agent, or employee of the City. Contractor will: (1) realize a profit or loss based on the success of his work performance; (2) work when he chooses and for whom he chooses, in addition to the City; (3) provide his own supplies and equipment; (4) significantly invest in his facilities or equipment used for work and; (5) keep his services available to other municipalities and the public at large. The City will not insulate the loss incurred nor restrict the amount of gain Contractor receives, hire the Contractor for an ongoing or indefinite period, instruct the Contractor on how to perform his work other than through enforcement of this Agreement, require Contractor to work on a regular basis, provide equipment and supplies to Contractor, and limit Contractor from having an ongoing business of his own. This Agreement shall be in no way construed to create an employer-employee relationship between Contractor and the City.

2. SCORE OF WORK. Contractor agrees to provide to the City, in a competent, professional, and workmanlike manner, the following services:

2.1 **Ordinance Review.** Contractor will review the City's ordinances and any amendments thereto occurring during the term of this contract which affect the City's nuisance codes related to property maintenance. Contractor may review the City's other ordinances if he is requested to do so. After reviewing the City's ordinances, Contractor may recommend that the City alter or adopt ordinances to reflect the most recent Edition of the International Property Maintenance Code.

2.2 **Inspection.** Contractor will inspect properties located within the City's corporate limits and boundary areas to identify code violations that relate to property maintenance issues, property value enhancement, residential and commercial construction issues, and ensuring residents of the City adhere to the most recent Edition of the International Property Maintenance Code, other requirements as codified in the City's nuisance ordinances, and other ordinances related to property maintenance. Property maintenance issues include, but are not necessarily limited to: proper maintenance of building exteriors for commercial and residential properties, ensuring properties meet the City's ordinances related to property maintenance, ensuring any residential improvements comply with the City's ordinances, and any other Ordinances which the City requests that Contractor enforce. Contractor shall prevent and help remedy violations of the City's nuisance ordinances or parts of the most recent Edition of the International Property Maintenance Code in accordance with the section below.

2.3 **Assistance With Violations.** Contractor shall document the violation through photographs and written reports and keep a file on properties which have property

maintenance issues or otherwise violate the City's ordinances or parts of the most recent Edition of the International Property Maintenance Code. After documenting the violation, the Contractor shall report the violation to the City or appropriate state authorities and assist as needed on an on-going basis.

3. **COMPLETION OF WORK.** Contractor shall commence work on a date and time agreed upon by the City and will complete work in a timely and efficient manner that is to the satisfaction of the City.

4. **COMPENSATION PROCEDURES.** City shall place a retainer in the sum of \$1,500.00 with CONTRACTOR annually. The hourly rates for work performed by Contractor shall not exceed \$ 75.00 per hour, which is in addition to mileage (at \$.67/mile) and reimbursement for actual expenses (rooms, meals, postage, etc.). If the work performed is in excess of \$1,500.00 annually, then and in that event, City agrees to pay invoices submitted by Contractor in a timely manner after the receipt of the invoice. In the event Contractor does not meet the \$ 1,500.00 retainer, any excess will be carried over to the next year or will be refunded at the request of the City.

5. **NON-ASSIGNABILITY.** Both parties recognize that this contract is one for personal services and cannot be transferred, assigned, or sublet by either party without prior written consent of the other.

6. **TERM OF AGREEMENT.** This agreement shall be for a period of one year from the date of the execution of the Agreement. The parties may mutually agree to renew this Agreement by letter agreement to continue under the same terms. All notices shall be given in writing addressed to the other party. No fees shall be earned after the effective date of the termination. Upon any termination, all finished or unfinished document, data, studies, surveys, drawings, maps, models, photographs, reports, or other material prepared by Contractor pursuant to this Agreement shall become the property of the City.

7. **TERMINATION.** The City and Contractor agree this Agreement can be terminated as follows:

7.1 **Generally.** This Agreement may be terminated by either party hereto upon sixty (60) days written notice.

7.2 **Expiration of Term of Contract.** This Agreement is terminated upon expiration of the one-year contract term and the failure of the parties to renew this Agreement by the provision in Paragraph 6.

8. **INDEMNIFICATION.** Contractor agrees to indemnify and hold harmless the City, its officers, employees, insurers, and self-insurance pool from and against all liability, claims, and demands on account of injury, loss or damage which arise out of or are in any manner, connected with this contract or the scope of work.

9. **INSURANCE.** The Contractor, at all times during the term of this Agreement, shall obtain and maintain in force insurance coverage, shown by a Certificate of Insurance, the types and with limits as follows:

9.1 **Commercial General Liability Insurance.** The Contractor shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than \$ 1,000,000.00 for each occurrence. If such insurance contains a general aggregate

limit, it shall apply separately to this Agreement or be no less than two times the occurrence limit.

9.2 **Professional Liability Insurance or Miscellaneous Professional Liability Insurance.** The Contractor agrees to procure and maintain professional liability insurance or miscellaneous professional liability insurance with a limit not less than \$1,000,000.00.

9.3 **Business Automobile Liability Insurance.** The Contractor shall maintain business automobile liability insurance or equivalent form with a limit of not less than \$1,000,000.00 for each accident. Such insurance shall include coverage for owned, hired, and non-owned vehicles.

9.4 **Worker's Compensation Insurance.** The Contractor shall procure and maintain workers' compensation and employers' liability insurance as required by South Dakota law.

9.5 **Proof of Insurance.** Before beginning work under this Agreement, Contractor shall furnish the City with properly executed Certificates of insurance which shall clearly evidence maintenance of the foregoing types of insurance required by this Agreement, if requested by City. In the event of a substantial change in insurance, issuance of a new policy, cancellation or nonrenewal of the policy, the Contractor agrees to provide notice to the City and provide a new Certificate of Insurance showing continuous coverage in the amounts required. Contractor shall furnish copies of insurance policies if requested by the City.

10. **OWNERSHIP OF WORK PRODUCT GENERATED.** Contractor hereby acknowledges and agrees that all reports, plans, specifications, technical data, miscellaneous drawings, software, system programs and documentation, procedures, or files, operating instructions and procedures, source code(s) and documentation, including those necessary to upgrade and maintain the software program, and all information contained therein provided to the City by the Contractor in connection with its performance of services under this Agreement shall belong to and is the property of the City and will not be used in any way by the Contractor without the express written consent of the City.

11. **WAIVER.** No term, covenant, or condition of this Agreement can be waived except by the written consent of the Client, and forbearance or indulgence by the Client in any regard whatsoever shall not constitute a waiver of any term, covenant, or condition to be performed by Contractor until complete performance by Contractor of this Agreement. The City shall be entitled to invoke any remedy available to it under this Agreement by law despite any such forbearance or indulgence.

12. **CHOICE OF LAW AND VENUE.** The terms of this Agreement shall be interpreted according to the laws of the State of South Dakota. The parties agree any legal dispute arising between the parties regarding this Agreement shall be venue in Gregory County, Sixth Judicial Circuit, South Dakota.

13. **NOTICE.** Any notice or other communication required under this Agreement shall be in writing and sent to the address set forth on the signature page below. Notice shall be given by and to City Council of _____, on behalf of the City, and by and to Contractor on his own behalf, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail.

14. **COMPLIANCE.** Contractor will comply with all federal, state, and local laws, regulations, ordinances, guidelines, permits and requirements applicable to providing services pursuant to this Agreement, and will solely be responsible for obtaining current information on such requirements.

15. **REPORT OF INJURY.** Contractor agrees to report to the City any event encountered in the course of performance of this Agreement which results in injury to any person or property, or which may otherwise subject Contractor, or the City or its officers, agents or employees to liability. Consultant shall report any such event to the City immediately upon discovery.

16. **COMPLETENESS OF AGREEMENT.** It is expressly agreed that this Agreement contains the entire undertaking of the parties relevant to the subject matter thereof and there are no verbal or written representations, agreements, warranties or promises pertaining to the project matter thereof not expressly incorporated in this writing. Any additions, changes, or modifications to this Agreement upon execution must be in writing and signed by both parties.

17. **ENFORCEMENT AND ATTORNEY'S FEES.** If either party breaches this Agreement, the non-breaching party may seek all available equitable and legal remedies including, but not limited to: specific performance and damages. The breaching party shall pay all reasonable attorney's fees incurred by the non-breaching party seeking enforcement of the terms of this Agreement or damages arising from this Agreement.

IN WITNESS WHEREOF the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement.

Code Enforcement Specialists, LLC ("Contractor")

Dated: _____

By: Joel Johnson, President
PO Box 125
Burke, SD 57523

City of _____, a Municipal Corporation

Dated: _____

By: _____ Authorized Client Signature / Title

Print Name

Mailing Address

City/State/Zip Code: _____

MEMORANDUM FOR RECORD

January 21, 2025

SUBJECT: Record Destruction
FROM: Finance Office

1. The following **2019 & 2020 Payroll** records are to be destroyed:
 - a. Rolled Totals Reports: PTD/QTQ/YTD
 - b. Deposit Notices
 - c. W-2's and W-3
 - d. Timesheets
 - e. Update Journals: Check Register/DED Check Register/GL Distribution/Open DED check information
 - f. Quarterly Reports: 941's, Reemployment Assistance
 - g. Calculation & Verification Journals
 - h. Comp Time Accrual Reports
 - i. PR ACH Transaction Update/PR ACH file log
 - j. ACH Import Confirmations (ABT website)
 - k. Insurance Statements
 - l. SDRS Contribution & Confirmation Reports (SDRS-SRP included)
 - m. EFPTS confirmations
2. The following **2019 & 2020 Accounts Payable/Receipts Management** records are to be destroyed:
 - a. Expenditure & Revenue Worksheets
 - b. Journal Entries
 - c. Check Register
 - d. Balance Sheets
 - e. Cash Balances/Bank Cash Reports
 - f. Trial Balance
 - g. Receipts
 - h. Bank Statements & Reconciliation Reports
 - i. Outstanding Transaction Register
 - j. Sales Tax Distribution Reports (from DOR)
 - k. Accounts Payable General Ledger Summary
 - l. Voided Checks/Journals
 - m. Expenditure by Department
 - n. Check Stubs
 - o. 1096 and 1099's
 - p. Vouchers
3. The following **2019 & 2020 Utility Billing** records are to be destroyed:
 - a. Billing Register/Summary
 - b. Receipt Distribution Listings
 - c. Electric & Water Readings/Consumption Reports
 - d. Misc./Deposit Charges, Deposit Transfers, Deposit Refunds
 - e. Utility Billing Trial Balances/Penalty Calculations/Shut off reports & listings
 - f. Corrective Billing & System Maintenance
 - g. Meter Installation Sheets and Work Orders
 - h. Meter book readings
 - i. Electronic Confirmation Acceptance Notice (for postage online – USPS)
4. The following **2019 & 2020 Miscellaneous** records are to be destroyed:
 - a. SDPAA insurance renewals
 - b. Health, Vision, Dental, Life Insurance renewals
 - c. KBA year-end journal entry records
 - d. EOY Processing for PR/AP/RM/UB/GL

MILLER FIRE DEPARTMENT

MEMBER ROSTER - 2025

	NAME	ADDRESS	CITY/STATE/ZIP
1	DAVID L JOHNSON	19810 359TH AVE	MILLER SD 57362
2	DAVID N BLACHFORD	515 EAST 4TH ST	MILLER SD 57362
3	BRUCE (MIKE) HAMMILL	326 EAST 6TH ST	MILLER SD 57362
4	RONALD HOFTIEZER, SR	112 East 1st Ave	MILLER SD 57362
5	TERRY L MANNING	311 WEST 6TH ST	MILLER SD 57362
6	RICK C NORTON	419 WEST 1ST ST	MILLER SD 57362
7	MICHAEL NAMANNY	510 EAST 2ND ST	MILLER SD 57362
8	SHANE SPORRER	423 W 1st St	MILLER SD 57362
9	SCOTT GIBSON	317 West 3rd St	MILLER SD 57362
10	STEVE RESEL	2205 N Broadway	MILLER SD 57362
11	JEFFREY MONCUR	310 West 7th St	MILLER SD 57362
12	Richard Waldrop	222 West 7th St	Miller, SD 57362
13	Terry Naber	107 S Commercial Ave	St Lawrence, SD 57373
14	Kelly Fernholz	19812 Rainbow Ranch Pl	Miller, SD 57362
15	Rick Oligmueller	608 West 1st Ave	Miller, SD 57362
16	Lance DeHaai	333 East 7th St	Miller, SD 57362
17	Rodney Gortmaker	327 East 9th St	Miller, SD 57362
18	Arlen Gortmaker	305 N Commercial Ave	St Lawrence, SD 57373
19	Brandon Hammill	326 East 6th St	Miller, SD 57362
20	Chris Kruml	PO Box 407	Miller, SD 57362
21	Shaun McFarlane	313 East 6th St	Miller, SD 57362
22	Brad Kopecky	225 W 5th St	Miller, SD 57362
23	James Waldrop	613 W 1st Ave	Miller, SD 57362
24	Chris Asmus	18709 369th Ave	St Lawrence, SD 57373
25	Gary Neyens	1600 E 3rd St	Miller, SD 57362
26	Nate Van Zee	117 W 5th St	Miller, SD 57362
27	Seth Allen	101 N Oak St	St Lawrence, SD 57373
28	Patrick Price	309 W 2nd St	Miller, SD 57362
29	Adam Seeklander	323 E 5th St	Miller, SD 57362
30	Brandon Moore	2303 N Braodway Ave	Miller, SD 57362
31	Tyler Swaney	522 E 2nd St	Miller, SD 57362
32	Devyn Gortmaker	327 E 9th St	Miller, SD 57362
33	Corey Resel	2205 N Broadway	Miller, SD 57362
34	Dustin Graham	205 w 5th Ave	Miller, SD 57362
35	Sheldon Waldrop	222 W 7th St	Miller, SD 57362
36	Tony Moss	606 E 3rd St	Miller, SD 57362
37	Stockten Walter	504 E 4th St	Miller, SD 57362
38	Lendell Anderson	PO Box 11	St Lawrence, SD 57373
39	Jaden Anderberg	304 W 5th Ave	Miller, SD 57362
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NEXT MEETING

Tuesday, January 21st
at 11:30am at the Miller
Community Center
Meeting Room. We
would love to see you!

ADVERTISEMENTS DUE 1/22

If you are a member and
have a promotion for
Winter Crazy Days
please let us know by
Wednesday, 1/22 so we
can get our ad ready.

MEMBERSHIP FORMS

Don't forget to get your
Membership Forms in!



Next Event- Winter Crazy Days!

Let us know if have a special
event/promotion your business
is offering by e-mailing:
millercandc@gmail.com



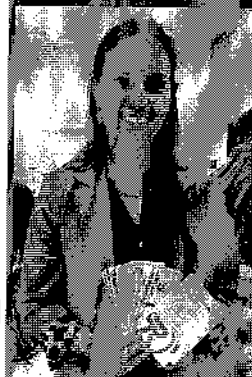
Thank you to all who donated
prizes for the NFR Game!

December Events Recap

NFR Game Recap

1st Place: Hallie Fulton
2nd Place: High Call Customs
3rd Place: Chad Selting
+10 Round Winners

\$350 + Numerous Prizes were
given away!



Business of the Week

Showcasing the "Business of the Week"
each week on our Facebook page.

Congratulations to the January Businesses -

- Morford Financial Services
- Dakota Energy Cooperative
- Main St. Lunchbox
- Carr Chiropractic Clinic

Check out the C&C Facebook for the Full
Interviews each week in January.

<https://www.facebook.com/millersd.org>

Santa's Great Giveaway Winners:

Steve Holtz, Jacki Dawson, Ashley Winter,
Michelle Lerew & Zoe Hiller
Each person recieved \$100 in Miller Bucks.

Rustler Cheormeister

Taylor Droz was the
Winner - 958 Total
Votes were Counted!!





**DEPARTMENT of AGRICULTURE
and NATURAL RESOURCES**

JOE FOSS BUILDING
523 E CAPITOL AVE
PIERRE SD 57501-3182
danr.sd.gov

January 10, 2025

CITY OF MILLER
MAYOR TOM MCGOUGH
120 W 2ND ST
MILLER SD 57362-1316

Dear MAYOR MCGOUGH:

The week of January 13, 2025, the enclosed public notice will appear in the eleven daily South Dakota newspapers. The proposed Air Quality general permit is for grain elevators operating throughout the State of South Dakota.

State law requires the Department of Agriculture and Natural Resources to notify every municipality, county, and Indian tribe upon public noticing an Air Quality general permit. This notice is required to ensure that the local governmental entities affected by the general permit are given an opportunity to comment. By doing so, the department will be aware of any questions, concerns, comments, or support that your governmental agency has regarding these permits.

Any person wishing to submit comments must do so in writing. The department must receive all comments at the above address by February 15, 2025.

Questions regarding the proposed air quality general permits may be directed to Teresa Williams at (605) 773-2278.

Sincerely,

Teresa Williams

Teresa Williams
Program Assistant I
Air Quality Program

Enclosure:

**NOTICE OF GENERAL AIR QUALITY OPERATING PERMIT
FOR
GRAIN ELEVATORS OPERATING IN SOUTH DAKOTA**

The South Dakota Department of Agriculture and Natural Resources (DANR) is proposing to issue a general air quality permit for grain elevators operating throughout the State of South Dakota. This permit will replace the previous general air quality permit for grain elevators that expire on February 21, 2025.

The proposed general permit identifies who may seek coverage under the permit, the general permit requirements, air pollution limits, compliance responsibilities, record keeping and reporting requirements, as well as performance test procedures. The general permit covers grain elevators, a grain elevator applicable to the grain elevator new source performance standard, a grain elevator with a natural gas and/or propane fired boiler applicable to the boiler new source performance standard, a grain elevator with a distillate oil fired boiler applicable to the boiler maximum achievable control standard, a grain elevator with an emergency generator applicable to new source performance standard Subpart IIII or Subpart JJJJ, and a gasoline dispensing facility applicable to a maximum achievable control standard. Issuing a general permit for grain elevators is another attempt by DANR to streamline environmental permitting in South Dakota and to provide better service to all our customers. The general permit will be effective for five years upon its issuance.

Prior to obtaining coverage under the general air quality permit, the applicant must submit a Notice of Intent form to the department. The Notice of Intent form requires the applicant to describe the operations, equipment, and location that will be covered under this permit. The department will review the information contained in the Notice of Intent to determine if the applicant qualifies for coverage under the general permit and is capable of complying with the general permit. If the applicant qualifies and can meet the requirements, coverage under the general air quality permit will be authorized to the applicant.

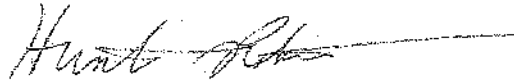
In accordance with the Administrative Rules of South Dakota (ARSD) 74:36:04:12, any person desiring to comment on DANR's draft permit must submit written comments to the address below within thirty days of this public notice. Comments may be directed to the following mailing address: Teresa Williams; PMB 2020; Department of Agriculture and Natural Resources; 523 East Capitol; Pierre, South Dakota 57501. DANR will consider and address all comments submitted and issue a final permit decision pursuant to ARSD 74:36:04:12.01. DANR will notify the applicant and each person that submitted written comments or requested notice of DANR's final permit decision, including notification of any changes to the permit based on the comments.

Any person desiring to contest the issuance of this permit and have a contested case hearing must file a petition, which complies with ARSD 74:09:01:01. This petition must be filed either within thirty days of this public notice or, if that person submits comments on DANR's draft permit pursuant to the paragraph above, within thirty days of receiving notice of DANR's final permit decision. Upon receipt of a petition, DANR will schedule this matter for a contested case hearing before the Board of Minerals and Environment.

If no comments or objections are received within thirty days of this public notice, the draft permit becomes the final permit decision and the proposed permit will be issued.

Copies of DANR's draft permit conditions and other information may be obtained from Teresa Williams, Program Assistant, at the above address or telephone at (605) 773-3151 or from DANR's website at:

<http://DANR.sd.gov/public/>

A handwritten signature in dark ink, appearing to read "Hunter Roberts", is written over a horizontal line.

Hunter Roberts, Secretary
Department of Agriculture and Natural Resources

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