

**AGENDA  
CITY OF MILLER  
MONDAY, JUNE 17, 2024  
7:00 P.M.**

*The City of Miller is an equal opportunity employer.*

**Call to Order  
Pledge of Allegiance**

**Approval of Agenda  
Approval of Minutes .....pgs. 1 - 3**

**Public Input**

**New Business**

1. SD LTAP – Cliff Reuer, retired engineer for Uniform Traffic Control
2. Dakota Energy Cooperative – as needed on-call agreement .....pgs. 4 - 10
3. Director Position for Mid-Dakota Rural Water System .....pgs. 11 - 12
  - Appoint a council member as the city's voting representative
4. Chris Asmus – Asmus Outlots 3 & 4 and Hughes Outlot 1 Plat ..... pg. 13 - 14
5. Miller FFA Alumni Membership Drive .....pgs. 15 - 16

**Unfinished Business**

6. Second Reading: Ordinance #754 – Rezone .....pg. 17
7. Infotech Quotes:
  - Hardware .....pg. 18
  - Budget-monthly.....pgs. 19 - 20

**Approval of Bills**

**Correspondence**

SD DANR Letter RE: capacity self-assessment and MAP letter .....pgs. 21 - 23

**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  
JUNE 3, 2024**

*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, June 3, 2024.

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

**CALL TO ORDER:** Mayor McGough called the meeting to order, and Pastor Will Page lead with an opening prayer.

Pledge of Allegiance was said by all present.

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

**MINUTES:** Motion by Alderman Price, seconded by Alderman Hargens to approve the minutes for the regular meeting held on May 20, 2024, and the special meeting held on May 30, 2024. All members voted aye. Motion carried.

**Public Input:** Alderman Hargens addressed another issue with the new traffic signs in town. The "children at play" signs on West 1<sup>st</sup> Avenue between 8<sup>th</sup> Street and 9<sup>th</sup> Street have been removed and would like to have them returned. He stated that several children live and play in that area and traffic should be directed to slow down. Ron Hoftiezer, street superintendent, has reached out to LTAP regarding the stop signs that were removed by the swimming pool and was informed that stop signs cannot be used for the purpose of slowing down traffic. Mayor McGough indicated that the curbs have been painted yellow at the intersection of West 2<sup>nd</sup> Avenue and 1<sup>st</sup> Street to allow for unobstructed view. Pastor Will Page expressed his deep concern with the increasing number of problems with the sign project. Alderman Price would like to see the problems addressed and corrected and supports Ron Hoftiezer to change the signs as he deems necessary.

Mayor McGough has contacted the police department regarding yards that violate Ordinance #630 – Weeds - Declaration of Nuisance and reminded the public to please keep grass and weeds mowed.

**Department Head Reports**

Ron Hoftiezer and the street department will be picking up items for the city-wide cleanup on Thursday and Friday this week. Alderwoman Hargens spoke with Police Chief Ted Huss who has been putting in extra overtime due to the personnel situation in the department. Mayor McGough informed the public that the pool will be filled with water once the new valves arrive and are installed.

**NEW BUSINESS**

**Street Department – 2006 Sterling DOT truck:** Ron Hoftiezer and David Phinney inspected the State's 2006 Sterling truck to replace the city's 1979 truck. Motion by Alderman Price, seconded by Alderman Jones to have Ron Hoftiezer purchase the DOT's surplus truck for \$25,500. All members voted aye. Motion carried.

**HR/FO School** – Motion by Alderman Price, seconded by Alderman Gab to send Cindy Deuter, Finance Officer and Christi Danburg, Deputy Finance Officer to the SDML HR and Finance Officers School in Spearfish on June 11-14. All members voted aye. Motion carried.

**Helms & Associates Invoice:** Motion by Alderman Hargens, seconded by Alderwoman Hargens to pay Helms & Associates invoice number 33687 for \$5,522.42. All members voted aye. Motion carried.

**PUBLIC HEARING**

**7:30 Board of Adjustments – Zoning Request:** Mayor McGough adjourned the board as the common council and convened as the board of adjustments at 7:30 p.m. The board reviewed a zoning change request from Cooper Bebo for Miller Shine Car Wash. Bebo is requesting that

501 N Broadway be rezoned from the residential zoning district to the commercial zoning district. No citizens were present in favor nor opposition of the request. Mayor McGough reconvened the board back to the common council.

**First Reading – Ordinance #754:** Mayor McGough performed the first reading of Ordinance #754 – zoning change for 501 N Broadway from the residential zoning district to the commercial zoning district.

**Infotech Solutions:** Tyler Ruhd with Infotech Solutions, LLC, Madison, SD presented quotes for their IT and cybersecurity services. They can provide individualized tiered service to fit the city's needs and budget. All computers would be updated or new with updated operating systems to provide standard continuity within the network along with security measures to prevent cyber-attacks. Alderman Price would like the finance committee to build this into the budget for 2025 and implement some services this year. Tyler will meet with the finance office personnel to review the city's needs.

**Transformer Quote:** Electric superintendent, Dustin Graham requested that the electric department purchase a transformer to replace the one in stock that will be put into service for the new car wash contingent upon the zoning change. Graham also stated that the city has always stayed ahead by keeping items in stock which has allowed Miller to have options available earlier for projects and future planning and growth without having to wait on supplies. Motion by Alderman Hargens, seconded by Alderman Gab to purchase a transformer from Stuart C. Irby as quoted for \$16,500.00 now since the lead time is 50-70 weeks out. All members voted aye. Motion carried.

**Ph. IV Water Storage Bid Schedule A bid:** The following bids (rebid) were opened on May 29, 2024, for the city's water storage project: Bid Schedule A: Great Plains Structures, LLC, Vadnais Heights, MN - \$74,800.00, Tank Compliance Services, LLC, Mesa, AZ - \$70,600.00. Engineer's estimate - \$105,200.00. As recommended by Camden Hofer, SPN engineer, Alderwoman Hargens, seconded by Alderman Auch to award Bid Schedule A to Tank Compliance Services, LLC, Mesa, AZ for \$70,600.00. All members voted aye. Motion carried.

**Building Permits:** Motion by Alderman Hargens, seconded by Alderwoman Hargens to approve the following building permits contingent upon and as noted on the applications by Dustin Graham: Skyler Chapin – fence (needs to submit a survey) and Karen Rose – front step (needs to be in line with others on the block). All members voted aye. Motion carried.

**SPN Invoices:** Motion by Alderman Price, seconded by Alderman Jones to approve payment of SPN Phase III invoices 33776-33778 for a total of \$700.00. All members voted aye. Motion carried. Motion by Alderman Hargens, seconded by Alderman Gab to approve payment of SPN Phase IV invoices 33771-33774 for a total of \$13,000.00. All members voted aye. Motion carried.

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

**EXECUTIVE SESSION:** Motion by Alderman Price, seconded by Alderman Jones to go into executive session for personnel matters pursuant to SDCL 1-25-2(1) at 8:19 p.m. All members voted aye. Motion carried. Mayor McGough returned the meeting to regular session at 8:46 p.m.

**Electric Department – Hire:** Motion by Alderman Price, seconded by Alderman Jones to the position of lineman to the interviewee for \$38/hour with a \$3/hour increase upon completion of his 4<sup>th</sup> Module of the Northwest Lineman College Lineworker Certification Program. All members voted aye. Motion carried. Motion by Alderman Price, seconded by Alderman Gab to pay Electric Superintendent Dustin Graham, in accordance with the state average of other lineman superintendents and amongst other duties, \$47/hour with a \$3/hour increase upon completion of his 4<sup>th</sup> Module of the Northwest Lineman College Lineworker Certification Program. All members voted aye. Motion carried.

Motion by Alderwoman Hargens, seconded by Alderman Hargens to adjourn the meeting.  
There being no further business, the meeting was adjourned at 8:49 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 June 2024 (1)**

American Solutions	Supplies	110.44
Bobs Disposal	Garbage	350.00
Fawcett Electric	Supplies	1,751.42
Hand County Publishing	Publications	3,661.79
Helms & Associates	Prof Fees	5,522.42
Inpro	Supplies	335.61
Micro-Comm	Prof Fees	5,025.00
Milbank Winwater	Supplies	445.90
Miller Fire	Hydrant Flush	360.00
Miller Rexall	Supplies	19.27
Napa Central	Parts	376.54
Northwest Pipe Fittings	Supplies	172.70
Oakley Farm & Ranch	Supplies	40.72
OHED	80% BBB	4,045.51
Orv's Yard Service	Spray/Fertilize	320.96
Postmaster	Presort Permit #2	400.00
Ramkota	Lodging Expense	207.68
SD RWS	Annual Dues: Class B Member	615.00
SD Attorney General	24/7 Program	31.00
SD GOV FO ASSN	Register Fo Cindy	75.00
SD GOV HR ASSN	Register-Cindy&Christi	100.00
Servall	Supplies	125.54
Share	Vegetation Control	1,710.57
SDML	Membership	60.00
SPN	Prof Fees	14,000.00
Stuart C Irby	Supplies	1,081.05
Transource Truck	Parts	131.06
Twin Valley Tire	Repair	36.50
Vandiest	Supplies	6,740.80
Wesco	Supplies	709.10
	Accounts Payable Total	<u>\$48,561.58</u>

<b>Payroll Salary plus</b>	<b>5/30/2024, 05/31/2024,</b>		
<b>Benefits by Department:</b>	<b>6/6/2024</b>		
Department	w/o OT	OT	Total
41101 COUNCIL	3,654.73	0.00	3,654.73
41402 FINANCE OFFICE	2,919.89	0.00	2,919.89
41902 BUILDING	371.07	0.00	371.07
42101 POLICE	12,596.76	977.25	13,574.01
43101 STREET	7,486.03	193.80	7,679.83
43201 SEWER	5,769.52	0.00	5,769.52
43305 WATER	6,832.84	0.00	6,832.84
43403 ELECTRIC	9,522.80	154.53	9,677.33
45101 BALLPARK	1,024.82	0.00	1,024.82
45202 PARK	722.87	0.00	722.87
45103 POOL	2,107.36	0.00	2,107.36
	<u>\$53,008.69</u>	<u>\$1,325.58</u>	<u>\$54,334.27</u>

## **Agreement**

This Agreement (the “**Agreement**”) is entered into June 5, 2024, (the “**Effective Date**”) by and between The City of Miller, hereafter called “the City” located at 120 W. 2<sup>nd</sup> Street, Miller, SD and Dakota Energy Cooperative, Inc. (“Dakota Energy”) located at 1003 N. Broadway, Miller, SD also individually referred to as the “**Party**”, and collectively the “**Parties.**”

**IN CONSIDERATION OF** Dakota Energy providing expertise and services, and the City receiving and providing compensation for the expertise and services, the Parties agree to the following:

1. **Services.** Dakota Energy agrees to perform the following services (the “Services”) for the City.
  1. On-call services when Dakota Energy’s Miller-based employees are on-call on an as needed basis.
  2. Assistance during projects on an as needed basis.
  3. Dakota Energy reserves the right to decline to provide on-call services or assistance during projects at its sole discretion.
2. The City agrees to pay Dakota Energy per Procedure No. 014, which is attached as Appendix A. to provide on-call services. Assistance during projects will be paid per Dakota Energy’s Procedure No. 003 as demonstrated in Appendix B. Dakota Energy reserves the right to change the rates in Procedure No. 014 and 003 at any time. Any such change is effective 30 days after Dakota Energy provides notice of the change to the City. Dakota Energy will invoice the City of Miller on the first business day of every month for the Services performed from the prior month. The City must pay the invoice within fourteen (14) calendar days of the date on the invoice.
3. **Term and Termination**
  - 3.1. **Term.** This Agreement will begin on the Effective Date and will continue on a month-to-month basis until terminated by either Party.
  - 3.2. **Termination.**
    - 3.2.1. Either Party may terminate this Agreement at any time by providing the other Party with a thirty (30) day written notice.

- 3.2.2. Dakota Energy may terminate this Agreement immediately at any time if the City fails to pay for the Services or breaches any other material term of this Agreement. Dakota Energy will be entitled to payment for any outstanding invoices and for Services performed which have not been paid.
- 3.2.3. The City may terminate this Agreement immediately at any time if Dakota Energy fails to provide the Services or breaches any other material term of this Agreement. The City will be entitled to reimbursement for any money paid for Services which were not received.

#### **4. Relationship of the Parties**

- 4.1. **No Exclusivity.** The Parties understand this Agreement is not an exclusive arrangement. The Parties agree they are free to enter into other similar agreements with other parties.
- 4.2. **Independent Contractor.** Dakota Energy is an independent contractor. Neither Party is an agent, representative, partner, or employee of the other Party.
- 4.3. **Ownership.** All work product created by Dakota Energy in connection with performing the Services is the exclusive property of the City.
- 4.4. **Damages.** The City of Miller will not be responsible for any damages or injuries that have occurred as a result of any negligence by Dakota Energy when performing services for the City. The City will indemnify Dakota Energy and hold it harmless from any damages or claims arising out of Dakota Energy's reliance on any prior work, instructions, information, or equipment from the City, including inaccurate mapping, inaccurate labeling or identification, or equipment failure.

#### **5. Dispute Resolution**

- 5.1. **Choice of Law.** The Parties agree that this Agreement shall be governed by the State of South Dakota and the County of Hand in which the duties of this Agreement are expected to transpire.
- 5.2. **Negotiation.** In the event of a dispute, the Parties agree to work towards a resolution through good faith negotiation.
- 5.3. **Mediation or Binding Arbitration.** In the event that a dispute cannot be resolved through good faith negotiation, the Parties agree to submit to mediation or binding arbitration.

**5.4. Attorneys' Fees.** In the event of Arbitration and/or Mediation, or if any legal action is commenced to enforce the terms of this Agreement the prevailing party will be entitled to its legal fees incurred, including, but not limited to, attorneys' fees.

**6. General**

**6.1. Assignment.** The Parties may not assign their rights and/or obligations under this Agreement.

**6.2. Complete Contract.** This Agreement constitutes the Parties entire understanding of their rights and obligations. This Agreement supersedes any other written or verbal communications between the Parties. Any subsequent changes to this Agreement must be made in writing and signed by both Parties.

**6.3. Severability.** If any section of this Agreement is found to be invalid, illegal, or unenforceable, the rest of this Agreement will still be enforceable.

**6.4. Waiver.** Neither Party can waive any provision of this Agreement, or any rights or obligations under this Agreement, unless agreed to in writing. If any provision, right, or obligation is waived, it is only waived to the extent agreed to in writing.

**7. Notices**

All notices under this Agreement must be sent by email with read receipt requested or by certified or registered mail with return receipt requested. Notices shall be sent as follows unless a Party provides the other Party with notice of a new address:

**Dakota Energy**

40294 US Highway 14

Huron, SD 57350

Email address: cfelderman@dakotaenergy.coop

**City of Miller**

120 W. 2<sup>nd</sup> Street

Miller, SD 57362

Email address: \_\_\_\_\_

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

**Dakota Energy**

Signed: Chad Felderman  
Name: Chad Felderman  
Title: CEO/GM  
Date: 6-5-2024

**City of Miller**

Signed: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



## PROCEDURE

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Subject: On Call – Other Utilities

Procedure No. 014

Issue Date: January 01, 2023

Revised Date: June 5, 2024

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It is the procedure of Dakota Energy to On Call charges for Other Utilities as follows:

1. On Call charges for Other Utilities:
  - a. On Call shall be billed \$65.00 per day per person.
  - b. Taxes will be billed according to South Dakota tax laws.

**Effective Date: June 5, 2024**



CEO/General Manager

## PROCEDURE

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Subject: Service Work Charges

Procedure No. 003

Issue Date: October 28, 2014

Revised Date: July 14, 2023

**Appendix B**

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It is the procedure of the Cooperative to set labor and equipment charges for services as follows:

1. Charges for labor performed for customers during regular working hours:
  - a. Labor shall be billed \$75.00 per hour per person.
2. Charges for labor performed for customers after regular hours.
  - a. The labor charge for continuing the normal workday, when necessitated by the consumer, shall be \$25.00 per quarter hour per person.
  - b. The labor charge, when requested by a customer outside of the normal working day, shall be a \$50.00 service call plus labor to be billed at the rate of \$25.00 per quarter hour per person. The minimum billing for labor shall be \$120.00. Mileage shall be billed as per Section 4.
3. Charges for use of equipment:

a. Digger	\$45.00/hr.
b. Service Truck	\$35.00/hr.
c. Basket Unit	\$45.00/hr.
d. Skid Steer	\$35.00/hr.
e. Backhoe/Excavator	\$50.00/hr.
f. Thumper	\$150.00/locate
g. Trencher	\$ 2.00/ft.
h. ATV/UTV	\$25.00/hr.
i. Jet Vac	\$45.00/hr.
4. Charges for Mileage will be \$2.00 per mile, round trip, plus labor charges for on-the-job time. Mileage shall be distributed between same day customers as equitably as possible.
  - a. The charge for digging shall be \$40.00 per hole. The Digger and Skid Steer will be used only for the installation of poles that electrical equipment will be attached to and when the unit is in the area.
5. Prepayment is required on wiring department service work estimated to be over \$30,000.
  - a. This prepayment would be in the amount of 100% of the estimated retail value of the material to be used on the job or 50% of the total job estimate. Management or his/her designee will determine which prepayment option works best for the work requested.
  - b. The prepayment would be due and payable before any material is ordered.

**DAKOTA ENERGY COOPERATIVE, INC**

- c. A work agreement/contract shall be completed and signed by the consumer before work is started at the job site.
  - d. Should the job not require all the material that was estimated, and the job total is less than the prepayment, the overpayment would be refunded.
  - e. The final bill will be paid no later than 30 days after the final billing has been sent.
6. Special order material:
- a. A 25% restocking fee will be charged on special order material.
7. Back Sloping and Earth Removal around DEC Facilities
- a. Labor, equipment and material will be billed according to Sections 1 through 4.
  - b. If the Cooperative's facilities are damaged during earth removal or earth mounding, the party responsible will pay for the full cost of replacing the equipment.

**Effective Date: April 1, 2020; September 1, 2023**

**Revised: March 24, 2020; January 25, 2022; July 1, 2022**

  
CEO/General Manager



June 4, 2024

**BOARD OF DIRECTORS**

RICK BENSON  
Wolsey  
Rural 5

LESLIE BROWN  
Harrold  
Rural 2

LENNIS FAGERHAUG  
Wessington Springs  
Rural 4

DWIGHT GUTZMER  
Highmore  
Municipal

DAVID JENSEN  
Wolsey  
Municipal

JEFFREY MCGIRR  
Huron  
Municipal

CHUCK STEPTOE  
Miller  
Rural 3

DARRELL RASCHKE  
Huron  
Municipal

STEVE ROBBENOLT  
Gettysburg  
Rural 1

**TO:** Municipal Bulk Customers of Mid-Dakota Rural Water System

**FR:** Mid-Dakota Rural Water System, Inc.

**RE:** Director Nomination and Election

The Mid-Dakota Rural Water System, Inc. will be holding its Annual Meeting & Election of Directors on October 17, 2024 from 10:00 am to 2:00 pm at the Mid-Dakota offices.

A Municipal-at-Large Director position term will expire. A deadline of 4:00 P.M., September 17, 2024 has been set for nominating resolutions to be submitted to the office in Miller.

After September 17th, if there is an election, we will mail a ballot to you and your designated representative will then vote for the candidate of your choice. At your next Board or Council meeting you may wish to appoint someone from your council or board to be your voting representative.

Please call our office at 1-800-439-3079 if you have any questions. Thank you.

Sincerely,  
**Mid-Dakota Rural Water System, Inc.**

Cameron Simons  
Membership Specialist

608 W. 14th Street  
PO Box 318  
Miller, SD 57362

PH: 605-853-3159  
TF: 1-800-439-3079  
FX: 605-853-3245

www.mdrws.com  
office@mdrws.com

Scott Gross  
General Manager-CEO

Our mission is...  
To enhance  
quality of life  
with high  
quality water  
and excellent  
service.

"Mid-Dakota Rural Water System, Inc. is an Equal Opportunity Provider"

11

RESOLUTION \_\_\_\_\_

From the minutes of the (Town, City, etc.) of \_\_\_\_\_ (Board of Trustees, City Council, etc.)  
meeting held on \_\_\_\_\_, 20\_\_\_\_\_.

Motion by \_\_\_\_\_ and second by \_\_\_\_\_, with all voting in favor, to approve  
the following resolution:

BE IT RESOLVED by the (Town, City, etc.) of \_\_\_\_\_, that \_\_\_\_\_, who  
receives the service from the (Town, City, etc.) of \_\_\_\_\_ who in turn receives water from the  
Mid-Dakota Rural Water System, Inc., is hereby nominated as a candidate to serve as a **Municipal  
Director At-Large** for the Mid-Dakota Rural Water System, Inc.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_, (President, Mayor, etc.)

(Seal)

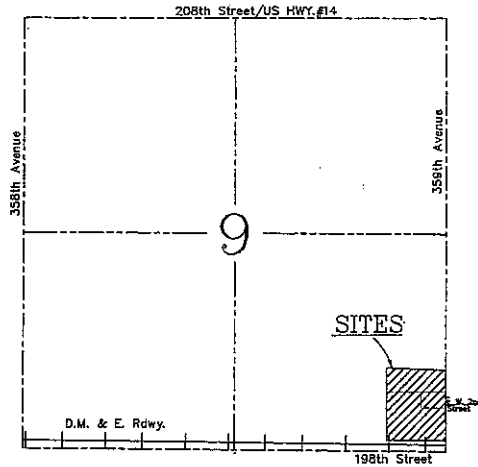
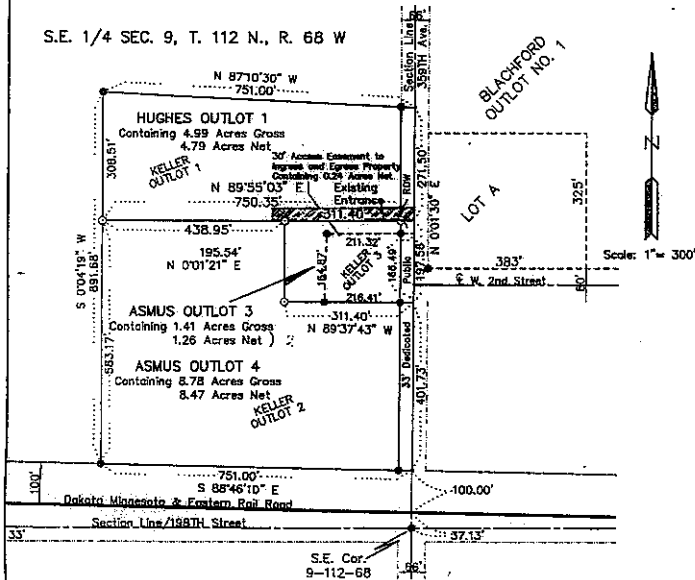
ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, Finance Officer

**ASMUS OUTLOTS 3 & 4 AND HUGHES OUTLOT 1**

A VACATION OF KELLER OUTLOTS 1, 2 &amp; 3 PART OF THE SOUTHEAST 1/4 OF SECTION 9, TWP. 112 NORTH, RGE. 68 WEST OF THE 5TH P.M., HAND COUNTY, SOUTH DAKOTA.

S.E. 1/4 SEC. 9, T. 112 N., R. 68 W



Section 9-112-68

**VICINITY MAP**

Not to Scale

- ⊕ DENOTES IRON MONUMENT RECOVERED
- ⊙ DENOTES IRON MONUMENT SET
- ⊙ DENOTES STEEL SPIKE FOUND
- ⊙ DENOTES BEARINGS TAKEN FROM THE PLAT OF KELLER OUTLOT 1

PIERCE & HARRIS ENGINEERING CO. INC.  
MASONIC BLDG. HURON, S.D.**OWNER'S CERTIFICATE**

KNOW ALL MEN BY THESE PRESENTS that the Christopher L. Asmus & Marci Lundberg-Asmus AJTWROS are the Owners and proprietors, of the following described property situated in the State of South Dakota and the County of Hand to wit:

Keller Outlots 2 & 3, a part of the Southeast Quarter (SE 1/4) of Section Nine (S. 9), Township One Hundred Twelve (T. 112) North, Range Sixty Eight (R. 68) West, of the Fifth Principal Meridian (5th P.M.), Hand County, South Dakota.

Have caused a part of the same to be replatted as "ASMUS OUTLOTS 3 & 4 AND HUGHES OUTLOT 1" and do hereby certify that Christopher L. Asmus & Marci Lundberg-Asmus AJTWROS are the qualified owners of all the land included in the plat hereon drawn and that said land is free from any encumbrance whatsoever, and that development of this land shall conform to all existing applicable zoning, subdivision and erosion and sediment control regulations and that he has requested the preparation of this plat in compliance with the laws of the State of South Dakota; in witness whereof said Christopher L. Asmus & Marci Lundberg-Asmus AJTWROS have set their hands this 10 day of June A.D., 2024.

Christopher L. Asmus  
Christopher L. Asmus

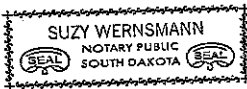
Marci Lundberg-Asmus  
Marci Lundberg-Asmus AJTWROS

STATE OF SOUTH DAKOTA

COUNTY OF Hand

On this 10 day of June A.D., 2024, before me, the undersigned officer, personally appeared Christopher L. Asmus, & Marci Lundberg-Asmus AJTWROS, known to me or satisfactorily proven to be the persons whose names are subscribed to within instrument and acknowledged they executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

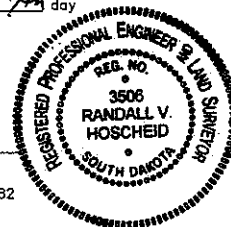


[Signature]  
Notary Public, My Commission Expires 3-20-2025

**SURVEYOR'S CERTIFICATE**

I, Randall V. Hoscheid, a Registered and Licensed Land Surveyor, do hereby certify that I have replatted a tract of land as shown on the plat hereon drawn which hereafter shall be known as: "ASMUS OUTLOTS 3 & 4 AND HUGHES OUTLOT 1" a vacation of Keller Outlots 1, 2 & 3, a part of the SE 1/4 of Section 9, Township 112 North, Range 68 West of the 5th Principal Meridian, Hand County, South Dakota, and that said plat is in all respects true and correct. Witness my hand and seal this 10 day of June A.D., 2024.

[Signature]  
Randall V. Hoscheid, Land Surveyor,  
S. D. Reg. No. 3506  
PO Box 1384  
Huron, SD 57350  
Telephone (605) 352-5382

**RESOLUTION BY COUNTY COMMISSIONERS**

It was moved by \_\_\_\_\_, seconded by \_\_\_\_\_, motion carried that the plat of "ASMUS OUTLOTS 3 & 4 AND HUGHES OUTLOT 1" a vacation of Keller Outlots 1, 2 & 3, a part of the SE 1/4 of Section 9, Township 112 North, Range 68 West of the 5th Principal Meridian, Hand County, South Dakota, as described above and drawn hereon be approved and accepted and the Auditor hereby is instructed to endorse on such plat a copy of this resolution and to certify the same.

I, \_\_\_\_\_, County Auditor of Hand County, South Dakota, do hereby certify that the within and foregoing is a true and correct copy of the resolution adopted by the County Commission of Hand County, South Dakota, at its meeting on \_\_\_\_\_ A.D., 20\_\_\_\_.

Auditor, Hand County, South Dakota

Sheet 1 of 2

13

## RESOLUTION BY CITY COUNCIL OF THE CITY OF MILLER, SOUTH DAKOTA

It was moved by \_\_\_\_\_, seconded by \_\_\_\_\_, motion carried that the plat of "ASMUS OUTLOTS 3 & 4" a vacation of Kelley Outlot 1, 2 & 3, a part of the SE 1/4 of the Section 9, Township 112 North, Range 68 West of the 5th Principal Meridian, City of Miller, Hand County, South Dakota, be approved and accepted in accordance with the provisions of Section 11-3-6 of the South Dakota Compiled Laws and Acts amendatory thereto, and the Municipal Finance Officer is hereby instructed to endorse on such plat a copy of this resolution and to certify the same.

I, \_\_\_\_\_ Finance Officer City of Miller, Hand County, South Dakota, do hereby certify that the within and foregoing is a true and correct copy of the resolution adopted by the City Council of Miller, South Dakota, at its meeting on \_\_\_\_\_ A.D., 20\_\_\_\_.

\_\_\_\_\_  
Finance Officer City of Miller

## TREASURER CERTIFICATE

I, \_\_\_\_\_, Treasurer of Hand County, South Dakota hereby certify that all taxes which are liens upon any of the land included in the foregoing plat, as shown by the records of said Treasurer's Office, have been fully paid. Dated at Miller, South Dakota this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_.

\_\_\_\_\_  
Treasurer, Hand County, South Dakota

## DIRECTOR OF EQUALIZATION CERTIFICATE

I, \_\_\_\_\_, Director of Equalization of Hand County, South Dakota hereby certify that I have received a copy of this plat this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_.

\_\_\_\_\_  
Director of Equalization, Hand County, South Dakota

## HIGHWAY AUTHORITY CERTIFICATE

The location of the inplace access road, is hereby approved. Any changes in the inplace access shall require Additional approval.

Signed this: \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Signature

## TOWNSHIP HIGHWAY AUTHORITY CERTIFICATE

The location of the inplace access road, is hereby approved. Any changes in the inplace access shall require Additional approval.

Signed this: \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Signature

## REGISTER OF DEEDS CERTIFICATE

Filed for record this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and duly recorded in Book \_\_\_\_\_, Page \_\_\_\_\_.

\_\_\_\_\_  
Register of Deeds, Hand County, South Dakota

\_\_\_\_\_  
Deputy



June 1, 2024

Greetings Miller Area Businesses:

You are receiving this letter as part of the Miller FFA Alumni Membership Drive. The goal of the membership drive is to surpass 150 members in the Miller FFA Alumni (currently at 108) and to give businesses an opportunity to be involved and support the efforts and projects of the Miller FFA Alumni.

The FFA Alumni works very closely with the local FFA Chapter and its advisor. We help the local chapter in a variety of ways. We provide help with the Career Development Event, Leadership Development Event, the Spring Judging contest, and work the FFA concessions stand for football games. We also provide financial support for awards at the contests, sending FFA members to the national convention, the local FFA awards banquet and we do an FFA Alumni Scholarship each year to a graduating senior.

Membership in the Miller FFA Alumni Chapter has two options. Your business can be an annual member of the Miller Alumni Chapter for \$25 per year or your business can be a lifetime member for \$250 and pay this **one time only**. We appreciate your support with either type of membership you decide on.

We would love to have your business become a member of the Miller FFA Alumni Chapter. If you feel this opportunity is for your business, please fill out the enclosed form and mail it back to me or contact me and I will stop by and pick it up. Your membership dollars stay locally, support the Miller FFA Chapter, and help develop future leaders for our community.

Thank you for your consideration of membership and please let us know if you have any questions about membership or other FFA related topics.

Sincerely

*Mike Moncur*

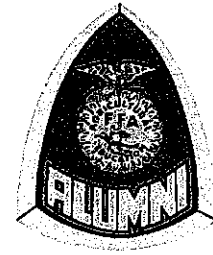
Membership Chair Miller FFA Alumni  
605-354-3713  
618 E 4<sup>th</sup> Street, Miller, SD 57362  
[msmocncur@hur.midco.net](mailto:msmocncur@hur.midco.net)

P.S. Thank you for all you do to support FFA!!



# BE ENGAGED

Miller FFA Alumni Association



"LIVING TO SERVE"

## Miller FFA Alumni Association Business Membership Application

\_\_\_\_\_ We would like to be an Annual Member (\$25.00)

\_\_\_\_\_ We would like to be a Lifetime Member (\$250.00 one-time payment)

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

E-mail: \_\_\_\_\_

Please return or mail form and payment to:

Mike Moncur  
618 E 4<sup>th</sup> Street  
Miller, SD 57362



**ORDINANCE #754**

*The City of Miller is an equal opportunity employer.*

**AN ORDINANCE TO AMEND ORDINANCE NO 448 OF THE CITY OF MILLER, AMENDING THE OFFICIAL ZONING MAP TO INCLUDE CERTAIN PROPERTY IN THE COMMERCIAL ZONED DISTRICT.**

**BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF MILLER, SOUTH DAKOTA:**

The Official Zoning Map of the City of Miller, South Dakota, be amended to include Lots 8-12, Block 28, North Addition, City of Miller, County of Hand, State of South Dakota, also known as 501 North Broadway Avenue and be designated in the Commercial Zoned District.

Dated this 17<sup>th</sup> day of June 2024.

\_\_\_\_\_  
Tom McGough, Mayor

(SEAL)

ATTEST:

\_\_\_\_\_  
Cindy Deuter, Finance Officer

Record of Votes:

Alderman Jones -  
Alderman Price -  
Alderman Hargens -  
Alderman Auch -  
Alderman Gab -  
Alderwoman Hargens -

1<sup>st</sup> Reading – June 3, 2024  
2<sup>nd</sup> Reading– June 17, 2024  
Adoption – June 17, 2024  
Publication – June 22, 2024

Infotech Solutions, LLC  
PO Box 452  
1002 South Division Avenue  
Madison, SD 57042  
605-427-0555



## QUOTE

No: 5542

Date: 6/10/2024

### Prepared for:

CITY OF MILLER  
120 W 2ND ST  
MILLER, SD 57362  
Phone: (605) 853-2705

Prepared by: TYLER  
Quote Name: hardware

Quantity	Item	Description	UOM	Discount	Sell	Total
1	Access Point - Datto AP440	Datto AP440 WiFi 6 802.11AX Dual Band Access Point - 2x2	EA	\$0.00	\$399.99	\$399.99
1	Battery Backup - APC 600	APC Back-UPS 600VA UPS Battery Backup & Surge Protector with USB Charging Port (BE600M1)	EA	\$0.00	\$89.99	\$89.99
1	Windows 10 Professional	Windows 10 Professional	EA	\$0.00	\$200.00	\$200.00

Quote Subtotal:\$689.98

Tax: (\*Rate0.00%)\$0.00

GRAND TOTAL:\$689.98

Quote is valid until: 6/24/2024

Terms: Due Upon Receipt

### Master Service Agreement

This Quote is made pursuant to the Master Information Technology Services Agreement (the "Master Agreement") between Infotech Solutions, LLC and the party to whom this Quote is prepared for ("Customer"). The terms of this Quote are incorporated into the Master Agreement and subject to the terms and conditions set forth in the Master Agreement.

### Certain Other Terms

Unless this Quote expressly states a flat rate for Services, Infotech is being hired on an hourly basis to perform the Services described above in this Quote. Any estimate of hours to be incurred, or of total labor costs to be incurred at an hourly rate, is provided as a good faith, but nonbinding estimate of total labor costs expected to complete the work described. Customer acknowledges that a stable scope of work is critical to the accuracy of the price estimates in this Quote. Unless otherwise stated above, this estimate is for hardware and/or software only. Testing, debugging, data transfer, system setup, system updating, and other Services provided are billed at our normal hourly rates and will be in addition to this estimate. Infotech will maintain daily records of hours and tasks performed, which will be submitted to Customer upon request. Any material change in the Services or deliverables described above requires a written change order signed by the parties, as set forth in the Master Agreement. Such change order may include an adjustment to the price or delivery dates. Unless expressly stated otherwise above, the hourly rate for this Quote is: \$125/hr. Monday - Friday (excluding federally recognized holidays), for work performed between 8 a.m. - 5 p.m. (CST or DST, as applicable). All other hours

Infotech Solutions, LLC  
 PO Box 452  
 1002 South Division Avenue  
 Madison, SD 57042  
 605-427-0555



# QUOTE

No: 5580

Date: 6/10/2024

## Prepared for:

CITY OF MILLER  
 120 W 2ND ST  
 MILLER, SD 57362  
 Phone: (605) 853-2705

Prepared by: TYLER

Quote Name: budget-monthly

Quantity	Item	Description	UOM	Discount	Sell	Total
18	Office 365 Cloud Backups	Cloud backup mail, contacts, calendar	EA	\$0.00	\$4.00	\$72.00
1	Azure Active Directory Premium P2	Azure Active Directory Premium P2 - Needed for Azure Identity Protection	EA	\$0.00	\$11.94	\$11.94
18	Tech Watch Maintenance Plan - Serverless Deployment	Business Computer Maintenance - Professional IT Help Desk - Operating System & 3rd Party Patch Management - Comprehensive Asset Management & Inventory - Business Anti-Virus - Real-Time Connection & Health Monitoring - Active Directory Management & User Account Provisioning - Security Mitigation Controls deployed without server	EA	\$0.00	\$50.00	\$900.00
5	Managed Datto Image Workstation Backup	Workstation Backup, 1TB, Daily, Cloud Storage (where needed, Director of XX)	EA	\$0.00	\$17.50	\$87.50
1	Managed Firewall - HAAS - Small	Manage Firewall. Access Rules, Configuration, Management, and VPN and Content Filter. Also Gateway anti-virus, anti-spyware, and intrusion prevention and detection. Hardware Replacement, Backups, Firmware updates- 24 Month Term (Main Building, Would like to see at Water and Cops)	EA	\$0.00	\$150.00	\$150.00

1	Managed Wireless Access Point	Manage firmware updates, configuration management, and support on wifi. WiFi6 V2	EA	\$0.00	\$20.00	\$20.00
18	Microsoft 365 Business Premium	Office Suite plan - Word, Excel, PowerPoint, Outlook - Microsoft hosted Exchange, 50 GB Mailbox, SharePoint, OneDrive for Business, Teams, EMS/Intune, Defender for 365, Defender for Endpoint	EA	\$0.00	\$36.00	\$648.00

Quote Subtotal:\$1,889.44

Tax: (\*Rate0.00%)\$0.00

GRAND TOTAL:\$1,889.44

Quote is valid until: 6/24/2024

Terms: Due Upon Receipt

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Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_

**Confidential**



**DEPARTMENT of AGRICULTURE  
and NATURAL RESOURCES**

221 MALL DRIVE SUITE 201  
RAPID CITY SD 57701  
danr.sd.gov

May 29, 2024

Mayor Ron Blachford  
City of Miller  
120 West 2nd Street  
Miller, SD 57362

RE: City of Miller Public Water System (EPA ID: 0211) Drinking Water SRF Loan Application for the Water Distribution System Improvements Project

Dear Mayor Blachford:

The Department of Agriculture and Natural Resources received a capacity self-assessment associated with the above referenced Drinking Water State Revolving Fund (SRF) loan application for the City of Miller's water system. Based on that self-assessment, the department has conducted an evaluation of the City of Miller's water utility to determine its technical, managerial, and financial capacity. The Safe Drinking Water Act requires this evaluation be completed of all Drinking Water SRF applicants. Loans cannot be made to systems that lack technical, managerial, or financial capacity to operate unless steps are taken to improve operation of the system.

In cooperation with Midwest Assistance Program (MAP), we concur with the attached evaluation suggesting that the City of Miller's water system has the required technical, managerial, and financial capacity. Please refer to the attached letter from MAP that offers the recommendations to continue to improve certain aspects of your system.

The loan application is contingent upon approval by the Board of Water and Natural Resources at the June 2024 meeting. If you have any questions, please feel free to contact me at (605) 394-6745.

Sincerely,

Eric Fuehrer  
Engineer III  
Drinking Water Program  
eric.fuehrer@state.sd.us

Attachments

cc: Casey Kahler, Water Resources Assistance, via email only  
Drinking Water Program, Pierre Office, via email only



May 23, 2024

Mark S. Mayer, P.E.  
Drinking Water Program  
523 East Capitol  
Pierre, SD 57501

**RE: City of Miller**

Dear Mark,

At the request of DANR, the Midwest Assistance Program (MAP) conducted a review of the Capacity Assessment with the City of Miller. A site visit was conducted with City Finance Officer Deuter and Water Operator Manning and a review of the communities Technical, Managerial, and Financial Capacity was completed. There were areas that needed clarification and questions that were not answered.

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**TECHNICAL CAPACITY COMMENTS:**

- *System purchases treated water from Mid-Dakota Rural Water.*
- *System has been in a multi-phase water project for the past several years to replace the water system. This is the last phase of the project and upon completion, water facilities will be like new with everything replaced or updated.*
- *Appropriate certified operators on staff and can provide adequate service to the system.*
- *Current system maps are available on GIS. Engineer updates their maps as projects are completed.*
- *System has 400,000 gallon above ground (water tower) and 300,000 gallon in-ground storage to provide water for peak days and fire coverage.*
- *System exercises valves and records regular maintenance.*
- *Hydrants are flushed twice a year by the Fire Department.*
- *System has a Supervisory Control and Data Acquisition (SCADA) system for monitoring and controlling water system and equipment.*
- *Water loss is reported at 27%. System researching for other causes of this because the majority of their lines have been replaced so it isn't likely due to leaks.*

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**MANAGEMENT COMMENT:**

- *Policies and rules describing customer rights and responsibilities exist in city ordinances.*
  - *System Operator attends council meetings to answer any questions about the system.*
  - *An Emergency Response Plan exists.*
  - *The system is and remains in compliance with the SDWA.*
  - *There is a clear chain of command and personnel authority is known.*
-

**ASSET MANAGEMENT PLANNING COMMENTS:**

- System does not perform asset management.
- System is conducting research on a 5-year Capital Improvement Plan.
- System is cash basis and therefore does not report fixed assets or depreciation.

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**FINANCIAL COMMENTS:**

- Annual budgets are developed, followed, and monitored by the governing body.
- Surcharge revenue for each of the four loans are recorded separately.
- Water rates increased in October 2023. Residential users pay a \$25.00 base fee + four surcharges totaling \$19.54 + \$4.25 per thousand gallons. Commercial users base rate varies based on meter size (\$39.71 - \$83.69) + four surcharges (\$19.54) + \$4.25 per thousand gallons.
- City's financials are audited by a certified public accountant as modified cash basis accounting.
- Reserve accounts exist for equipment replacement and capital improvements.
- Auditor assists in updating debt service obligations.

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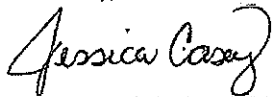
**Identified tasks in which MAP can assist:**

- None at this time.

I believe the City of Miller has sufficient Technical, Managerial, and Financial capabilities to operate and maintain their water system. I have identified areas where improvement can be made. These tasks should be addressed, because when implemented they will foster further stability and continuity.

If you have any further questions, please feel free to contact me.

Sincerely,



Jessica Casey  
Technical Assistance Provider  
Midwest Assistance Program  
(605) 994-7034