

**AGENDA
CITY OF MILLER
TUESDAY, JULY 6, 2021
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

Department Head Reports pgs. 4 - 8

Public Hearing

7:30 Liquor License Transfer Hi-Lite to Redneck Paradise

New Business

1. Pool Committee -- New Pool Presentation
2. Keith Blachford -- Utilities
3. Roger Haberling -- Baseball Warning Track
4. Dustin Graham -- Crane for Substation
5. Bill Lewellen -- As Needed Employee
6. Resolution 2021-11 -- Surplus Property..... pg. 9
7. Willies Bar & Grill -- Special Event Liquor Licenses
8. City Park Well
9. Kessler's Fuel Bid
10. Elected Officials Workshop pg. 10
11. Helms Invoice 24113 -- \$11,940.77 pg. 11
12. Water/ Sewer Project
 - a. SPN Phase II Invoices 24011-24014 **Total:** \$12,265.01..... pgs. 12 - 13
 - b. SPN Phase III Invoices 24048-24053 **Total:** \$39,775.37..... pgs. 14 - 16
 - c. Dahme Construction Pay Request No 24 - \$290,561.43..... pg. 17
 - d. Dahme Construction Change Order No 6 - \$103,711.51 pg. 18
 - e. TLC Olson Construction Pay Request 8 - \$348,181.03 pg. 19

Unfinished Business

13. Regional Natural Gas Utility Authority
 - a. Joint Powers Agreement..... pgs. 20 - 27
 - b. First Reading of Ordinance #718 -- Natural Gas..... pg. 28
 - c. Resolution 2021-10 -- Board Member Appointee..... pg. 29
14. Maintenance for Police Roof, Pool Pump House Roof, Electric Building
15. Main Street Rustler Banners

Correspondence

Mid-Dakota Director Position..... pg. 30

Executive Session

Personnel Matters Pursuant to SDCL 1-25-2(1)

16. Offer Maintenance Position

Approval of Bills

Adjourn

**CITY OF MILLER
CITY COUNCIL MEETING
JUNE 21, 2021**

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 21, 2021.

MEMBERS PRESENT: Mayor Ron Blachford, Aldermen: Jim Odegaard, Tony Rangel, Bob Steers, Jeff Swartz, Joe Zeller, and Alderwoman Tammy Lichty.

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

Pledge of Allegiance was said by all present.

AGENDA: Motion by Alderman Odegaard, seconded by Alderwoman Lichty to approve the agenda with the addition of Emergency Water Restrictions. All members voted aye. Motion carried.

MINUTES: Motion by Alderman Rangel, seconded by Alderman Zeller to approve the minutes for the regular meeting held on June 7, 2021. All members voted aye. Motion carried.

PUBLIC INPUT

Mayor Blachford extended an invitation to a Town Hall meeting with Governor Noem on Wednesday, June 23 from 1:00 – 2:30 at the community center. Dustin Graham showed the council three different light options for the Christmas wreaths. The general consensus was to replace the lights with green and amber bulbs. Mayor Blachford thanked Dustin for his time and effort to make the wreaths presentable.

UNFINISHED BUSINESS

2nd Reading of Ordinance #717 – Cannabis: Motion by Alderwoman Lichty, seconded by Alderman Odegaard to approve the second reading of Ordinance #717 (misnumbered as 718 with first reading) – Temporary Ordinance regarding Medical Cannabis Establishment permits. Roll call vote: Alderman Steers – aye, Alderwoman Lichty – aye, Alderman Rangel – aye, Alderman Odegaard – aye, Alderman Zeller – aye, Alderman Swartz – aye. Motion carried.

FrontDesk Software: Motion by Alderman Steers, seconded by Alderman Zeller to purchase the FrontDesk Software from gWorks and have it reimbursed through the American Rescue Plan. Roll call vote: Alderman Steers – aye, Alderwoman Lichty – aye, Alderman Rangel – aye, Alderman Odegaard – aye, Alderman Zeller – aye, Alderman Swartz – aye. Motion carried.

NEW BUSINESS

Plat for John & Michelle Carr: Motion by Alderman Swartz, seconded by Alderwoman Lichty to approve the plat for the Replat of Lot 1, Labor's 3rd Addition. All members voted aye. Motion carried.

Swim Club Fundraiser: Nikki Flor was present on behalf of the Miller Swim Club. They plan to hold their annual duck race fundraiser in the Miller pool on Saturday, July 3 at 5:00 p.m. Motion by Alderman Swartz, seconded by Alderman Odegaard to donate a 2022 family pass for the fundraiser. All members voted aye. Motion carried.

Don & Shirley Hofer – Ballpark Sign: Don and Shirley Hofer were present to request permission to replace the sign for the American Legion Baseball State "B" Champions for 1988, 1991 and 1992 with a granite sign. They will contact the colony to see if a rust-free frame can be made for it. Motion by Alderman Zeller, seconded by Alderwoman Lichty to give the Hofer's permission to order the granite sign. All members voted aye. Motion carried.

Mainstreet Banners: Dustin Graham brought in the main street Miller Rustler Banners to show the council. The banners are showing wear and tear, and we are short one banner for main street. Alderman Steers will take one banner to the colony to see if they can make some new Miller Rustler banners before school starts.

Park Pond/Well: The Crystal Park Pond is down 2-3 feet from normal. The city filled the pond from a well located in the park in the past. Motion by Alderman Rangel, seconded by

Alderman Steers to get a quote to fix the well from Pullman's Well Drilling. All members voted aye. Motion carried. Alderman Rangel will call Pullman's Well Drilling.

VSP Policy Review: Motion by Alderwoman Lichty, seconded by Alderman Odegaard to change the VSP (Vision Care Plan) to the Enhanced plan offered that would include coverage for frames every year. All members voted aye. Motion carried.

Credit Card Accounts Payable Plan: Cindy Deuter attended a presentation at Finance Officers School by The City of Sturgis and First Interstate Bank. First Interstate Bank has a 1% cash back program for municipalities to use for accounts payable. They contact current vendors to see who accepts credit card payments without fees and assist the city in implementing the credit card process to make payments for accounts payable. Motion by Alderman Swartz, seconded by Alderman Odegaard to apply for the credit card accounts payable program with First Interstate Bank. All members voted aye. Motion carried.

Emergency Water Restrictions: Motion by Alderwoman Lichty, seconded by Alderman Odegaard to implement water restrictions effective immediately. There will be no watering from 12:00 p.m. to 5:00 p.m.; addresses with the last digit as an even number can water on even numbered days, addresses with the last digit as an odd number can water on odd numbered days. All members voted aye. Motion carried.

Approval of the Bills: Motion by Alderman Rangel, seconded by Alderman Steers to approve the bills. All members voted aye. Motion carried.

Motion by Alderman Steers, seconded by Alderwoman Lichty to adjourn the meeting. There being no further business, the meeting was adjourned at 8:11 p.m. All members voted aye. Motion carried.

Ronald Blachford, Mayor

Sheila Coss, Finance Officer

LEGAL NOTICE OF RECEIPT

Copy of the official proceedings

was received on: _____

Published once at the _____

approximate cost of: _____

Bills June 2021 (2)

A & B Business	Copier Meters	182.05
Agtegra	Fuel	2,372.83
American Solutions	Supplies	104.14
Associated Supply Co	Supplies	92.91
AT&T	Cell Phone	45.41
Avera Occupational Medicine	Drug Test	92.00
B & L Communications	Service	85.00
CK Welding	Supplies	110.04
Core & Main	Supplies	859.84
Coss, Sheila	Reimb	85.90
Cowboy Country Stores	Fuel	564.74
Dakota Fluid Power	Repairs	2,839.19
Deuter, Cindy	Reimb	80.04
Display Sales	Supplies	425.25
Elan	Supplies	5,461.17
Farnam's	Parts	117.29
Freddie's Electric Motor	Supplies	365.70
HCPD	Power	2,089.67
J & M Aircraft Supply	Supplies	417.94
Micro-Comm	Prof Fees	4,125.00
Mid Dakota Vegetation Mgmt	Supplies	200.00
Midco	Telephones	456.19
Milbank WinWater Co	Meters	645.26
MFD	Service	25.00
Morris	Sand Seal	10,358.04
Northwest Pipe	Fittings	445.07
Oakley Farm & Ranch	Supplies	50.88
OHED	80% BBB	2,182.33
Oswald Trucking	Pea rock	5,335.98
Petty Cash	Postage	47.94
Prairieland Collections	Prof Fees	59.50
Rankota Hotel	Lodging	212.00
Riter Rogers Law	Prof Fees	367.50
Rural Development	Loans	16,403.00
SD DANK	Permit	250.00
Share Corp	Supplies	148.92
Stan Houston Equipment	Supplies	690.00
Sturdevant's	Parts	62.99
Uline	Supplies	113.55
VanDrest Supply	Herbicide	817.00
WAPA	Power	30,899.09
Wesco	Repairs	1,397.25
	Accounts Payable Total	<u>\$91,683.60</u>

Payroll Salary plus

Benefits by Department:		6/15/2021 & 6/22/2021		
	Department	w/o OT	OT	Total
41402	FINANCE OFFICE	1,406.76	0.00	1,406.76
42101	POLICE	12,096.97	1,249.65	13,346.62
43101	STREET	5,747.62	177.80	5,925.42
43201	SEWER	5,578.45	764.53	6,342.98
43305	WATER	5,578.37	764.51	6,342.88
43403	ELECTRIC	8,571.75	389.22	8,960.97
43501	AIRPORT	59.35	0.00	59.35
45101	BALLPARK	750.86	0.00	750.86
45202	PARK	823.14	0.00	823.14
45103	POOL	7,570.12	0.00	7,570.12
		<u>\$48,183.39</u>	<u>\$3,345.71</u>	<u>\$51,529.10</u>

**City Council Meeting
Department Head Reports
July 6, 2021**

Police Department Report

1. The police department received a new Taser from Taser International. The police department enrolled in a "Taser Plan" five years ago in which every five years a new taser is sent to the department "free of charge." The "used" Taser was sent back to Taser International.
2. Jim took the backup patrol vehicle to Platte to have some video camera work done on it.
3. The police department will be providing traffic control for this weekend – 4th of July parade.

Street Department Report

1. We helped the Railroad & SD DOT fill a hollowed-out spot where Main Street meets the railroad.
2. We cut down 2 LARGE trees and a couple smaller trees.
3. On free dump day we hauled stuff out for about 25 residents.
4. We graveled SE 1 ST.
5. We finished prep work for the hot mix streets.
6. We hauled 5 tandem loads of muck out of the east end of Crystal Lake.
7. I sprayed some areas for weeds.
8. David sprayed all the streets (weeds)
9. We have watered the small trees multiple times.
10. We will be receiving \$7,795.00 for the West Nile Grant that I applied for.
11. We removed several loads of dirt off E 1st St. & E 6th Ave. and have added base course gravel. (We will add some more base course before we oil it).
12. We put straw bales in the lake in the park (supposed to help with the Duckweed).
13. We graveled behind the camping area at Crystal Park.
14. I mowed as much of the creek behind the park as I could without problems.
15. I sprayed a barrier treatment for mosquitoes at the park.
16. I had Aaron water the area where the inflatables will be over the 4th.

Water/Sewer/Airport/Pool Department Report

1. Olson's are currently finishing up on W 2nd St. & W 4th Ave. along with the residence W of town by Rainbow bridge area. Then they plan on going to 4-way stop & W 3rd St. heading W towards the alley on 3rd, then jumping over to Post Office & BDWY down W 4th St. to get all the work done that is in the highway, so they can open it asap before doing all of W 3rd or W 4th St. which ever they plan on next.
2. We installed new services for Heather Hill's new house on W 5th Ave.
3. We sprayed weeds at several locations on City property.
4. Tony, Ron B., Huffy, and myself met with Pullman Drilling at the City Park this past week to discuss several options to replenish the water in Crystal lake.
5. Airport Improvements started June 22nd with Midland Contracting & they hope to be completed by end of Aug. or early Sept. (there will be tailgate const. meetings at the airport every Thursday at 1:00 P.M.).
6. We had our Wastewater inspection by the SD DANR (formally DENR) recently, they go through our records for Lift stations, lagoons & monitoring to make sure everything is in order, then they will give a report. (have not received it yet).
7. We recently had our Airport inspected by the SD office of Aeronautics. (Copy enclosed)
8. We are also swamped with locates from all the const. around town.

**City Council Meeting
Department Head Reports
July 6, 2021**

Electric Department Report

1. Locates and meter reads.
2. T&R has come and taken some of the old transformers.
3. Working on getting the old substation demolished.
4. Moving and relocating some electrical lines at the airport for the current project.

Finance Office Report

1. Sales Tax Report *attached*
2. Christi and I will start working on insurance renewals.
3. It is Budget Time -- budget worksheets have been handed out.
4. FrontDesk contract has been signed and gWorks is starting the implementation process.



Division of Finance & Management
Office of Air, Rail & Transit
700 East Broadway Avenue
Pierre, SD 57501
O: 605.773.3574 | F: 605.773.2804
dot.sd.gov

June 10, 2021

Mr. Terry Manning
Airport Manager
Miller Municipal Airport
2101 E 3rd St
Miller, SD 57362

RE: Airport Inspection

Dear Mr. Manning:

Thanks for taking the time to meet us at the airport and accompanying us on the airport inspection when we were there Tuesday for the airport inspection. The airport and mowing looked Excellent! There were no discrepancies.

Enclosed is a copy of the inspection report. Please contact me if any errors are found or if you have any questions. The office of Aeronautics and the FAA greatly appreciates your efforts in providing a safe airport for the general aviation community.

Sincerely,

Tom Koch

Tom Koch
SDDOT Office of Aeronautics

South Dakota Department of Transportation
Better Lives Through Better Transportation

Sales Tax Comparison			
	2021	2020	\$75,000 to OHED
January	\$28,806.71 \$66,474.49	\$18,977.31 \$60,236.06	\$6,250.00
February	\$9,033.66 \$46,699.17	\$9,437.05 \$59,657.65	\$6,250.00
March	\$15,084.94 \$46,272.30	\$7,011.30 \$46,594.48	\$6,250.00
April	\$14,051.66 \$69,693.93	\$8,780.89 \$62,466.98	\$6,250.00
May	\$2,454.18 \$72,730.66	\$2,706.30 \$67,272.84	\$6,250.00
June	\$4,260.96 \$27,517.85	\$2,015.23 \$31,475.09	\$6,250.00
July	\$53,029.70	\$36,965.09	\$6,250.00
August			\$6,250.00
September			\$6,250.00
October			\$6,250.00
November			\$6,250.00
December			\$6,250.00
Total	\$456,110.21	\$413,596.27	10.28%
	up/down from last year		\$42,513.94

Gross Receipts Tax - Split **Fund 211**

Month	Current Year		
	Total	City 20%	OHED 80%
JAN	\$2,485.13 \$3,097.69	\$497.03 \$619.54	\$1,988.10 \$2,478.15
FEB	\$234.13 \$1,691.35	\$46.83 \$338.27	\$187.30 \$1,353.08
MAR	\$1,236.26 \$1,232.80	\$247.25 \$246.56	\$989.01 \$986.24
APR	\$1,290.47 \$3,227.52	\$258.09 \$645.50	\$1,032.38 \$2,582.02
MAY	\$0.00 \$2,727.91	\$0.00 \$545.58	\$0.00 \$2,182.33
JUN	\$667.65 \$653.71	\$133.53 \$130.74	\$534.12 \$522.97
JUL	\$4,377.18	\$875.44	\$3,501.74
AUG		\$0.00	\$0.00
SEP		\$0.00	\$0.00
OCT		\$0.00	\$0.00
NOV		\$0.00	\$0.00
DEC		\$0.00	\$0.00
	\$22,921.80	\$4,584.36	\$18,337.44

	Previous Year		
	Total	City 20%	OHED 80%
	\$2,095.82 \$2,395.33	\$419.16 \$479.07	\$1,676.66 \$1,916.26
	\$1,014.34 \$2,277.55	\$202.87 \$455.51	\$811.47 \$1,822.04
	\$518.30 \$1,753.53	\$103.66 \$350.71	\$414.64 \$1,402.82
	\$931.48 \$2,277.67	\$186.30 \$455.53	\$745.18 \$1,822.14
	\$356.14 \$2,547.25	\$71.23 \$509.45	\$284.91 \$2,037.80
	\$63.82 \$365.74	\$12.76 \$73.15	\$51.06 \$292.59
	\$3,634.42 \$3,334.95	\$726.88 \$666.99	\$2,907.54 \$2,667.96
	\$754.80 \$2,779.46	\$150.96 \$555.89	\$603.84 \$2,223.57
	\$1,607.08 \$2,708.45	\$321.42 \$541.69	\$1,285.66 \$2,166.76
	\$1,132.14 \$3,516.16	\$226.43 \$703.23	\$905.71 \$2,812.93
	\$29.44 \$2,423.20	\$5.89 \$484.64	\$23.55 \$1,938.56
	\$1,382.85 \$794.64	\$276.57 \$158.93	\$1,106.28 \$635.71
	\$40,694.56	\$8,138.91	\$32,555.65

\$3,391.21

average/month

up/down from previous year		
Total	-644.54	-2.74%
City	-128.91	-2.74%
OHED	-515.63	-2.74%

Pay OHED through AP using expense code: 211-4651-4510

OHED 80%

Check #

Check Date

JUL 3,501.74

JUL

\$3,501.74

RESOLUTION NO. 2021-11
The City of Miller is an equal opportunity employer.

BE IT RESOLVED AS FOLLOWS:

WHEREAS, certain municipal personal property is no longer useful, necessary or suitable for municipal purposes;

WHEREAS, the sale of such property will financially benefit the municipality;

THEREFORE, BE IT RESOLVED that the following municipal property be declared surplus property to wit:

Electric Department Surplus
16 Pole Top Transformers
38 Pad Mount Transformers
14 OCR
3 Substation Transformers
5 Big Pole Transformers with Regulators

Dated this 6th day of July, 2021

(SEAL)

Ronald Blachford, Mayor

ATTEST:

Sheila Coss, Finance Officer

SOUTH DAKOTA MUNICIPAL LEAGUE

2021 Elected Officials Workshop

Wednesday, July 14, 2021

Ramkota Hotel and Conference Center • Pierre, SD

Agenda

\$50/person

- 9:00 a.m. **Registration -- outside Gallery A**
- 9:30 a.m. **Welcome and Introduction to the League -- Gallery A**
Yvonne Taylor, Executive Director, South Dakota Municipal League
- 9:35 a.m. **SDPAA -- Protecting Public Entities Since 1987**
Lynn Bren, Director of Member Services, SD Public Assurance Alliance
- 10:00 a.m. **Meet the SDML Work Comp Fund**
Brad Wilson, CIC, AIC, SDWCS, Administrator, SDML Work Comp Fund
- 10:20 a.m. **Municipal Officials and Employees**
Laurie Gronlund, Director of Human Resources, City of Pierre
- 11:00 a.m. **Bids and Contracts**
*Rod Fortin, Director of Local Government Assistance,
South Dakota Department of Legislative Audit*
- 11:45 a.m. **Lunch (plated lunch provided) -- Gallery A**
- 12:30 p.m. **Financial and Compliance Matters**
*Rod Fortin, Director of Local Government Assistance,
South Dakota Department of Legislative Audit*
- 2:00 p.m. **Open Meetings and Executive Sessions - Do's and Don'ts**
Steven Blair, Assistant Attorney General, Office of the Attorney General
- 3:00 p.m. **Conflict of Interest for Municipal Officials**
Steven Blair, Assistant Attorney General, Office of the Attorney General
- 3:30 p.m. **Adjourn**

Helm & Associates

PO Box 111
Aberdeen, SD 57402
1661 605 225-1212 Fax: 605 225-3189
H&A@H&AENGINEERING.COM

CITY OF MILLER
122 West 2nd Street
MILLER, SD 57862

Invoice
Invoice Date: Jan 30, 2021
Invoice Num: 24113
Billing Thru: Jan 24, 2021

AIP # 3-46-0035-012-2021
INVOICE FIVE
SEE ATTACHED
PROJECT: MILLER
MILLER AIRPORT HANGAR TAXILANE IMPROVEMENTS ADMIN (A009403) - Monitored by (225)
MILLER AIRPORT HANGAR TAXILANE IMPROVEMENTS RESIDENT ENGINEERING SERVICES (A809606)
Monitored by (205) Amount Due this Invoice: \$11,940.77

VERIFICATION OF CLAIM: I declare and affirm under the penalties of perjury that this claim has been examined by me and to the best of my knowledge and belief, is in all things true and correct. Dated this 30th day of Jan 2021
HELM & ASSOCIATES *A. H.*

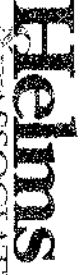
APPROVAL:

BY: _____

TITLE: _____

DATE: _____

ACCOUNT SUMMARY		
Billed To Date	Paid To Date	Balance Due
\$ 11,940.77	\$ 0.00	\$ 11,940.77



Helm & Associates
CIVIL ENGINEERS & LAND SURVEYORS

201 South Broadway 19
PO Box 111
Aberdeen, SD 57402
Tel: 605.225.1212 Fax: 605.225.3189
H&A@H&AENGINEERING.COM

PROJECT: MILLER MUNICIPAL AIRPORT TAXILANE IMPROVEMENTS
AIP # 3-46-0035-012-2021
A-3094
CONTRACT DATE PER AGREEMENT DATED 2/22/2021
INVOICE DATE: 05/30/2021
INVOICE NUMBER: FIVE
INVOICE PERIOD: THROUGH 05/26/2021
NEW OVERHEADS APPROVED BY SDOT 08/17/2020
CONSTRUCTION ADMINISTRATION SERVICES

	CURRENT INVOICE	TOTAL TO DATE
LABOR COSTS:	\$916.47	\$916.47
OVERHEADS @ 1.94199	\$1,779.76	\$1,779.76
LABOR SUB-TOTAL	\$2,696.26	\$2,696.26
COST OF MONEY @ 2.734%	\$26.08	\$26.08
FIXED FEE @ 14.5%	\$563.92	\$563.92
EXPENSES @ COST:		
MILEAGE:	\$0.00	\$0.00
MEALS:	\$0.00	\$0.00
LODGING:	\$0.00	\$0.00
OUTSIDE CONSULTANT (DGR) @ COST	\$0.00	\$0.00
TOTAL	\$3,085.30	\$3,085.30

RESIDENT ENGINEERING SERVICES		
	CURRENT INVOICE	TOTAL TO DATE
LABOR COSTS:	\$2,473.79	\$2,473.79
OVERHEADS @ 1.84199	\$4,504.08	\$4,504.08
LABOR SUB-TOTAL	\$7,277.87	\$7,277.87
COST OF MONEY @ 2.734%	\$57.63	\$57.63
FIXED FEE @ 13.5%	\$982.51	\$982.51
EXPENSES @ COST:		
MILEAGE:	\$387.46	\$387.46
MEALS:	\$149.00	\$149.00
LODGING:	\$0.00	\$0.00
OUTSIDE CONSULTANT @ COST	\$0.00	\$0.00
TOTAL	\$8,895.47	\$8,895.47

SPN ASSOCIATES

ENGINEERS & SURVEYORS

INVOICE

TO: CITY OF MILLER
130 WEST 2ND
MILLER, SD 57362

RE: M14942 D&V
MILLER WATER PHASE 2-RPR

Construction observation and testing
Billing Period: 5/5/2021 thru 6/26/2021

Schnucker, Paul, Mohr and Associates
2100 North Sanborn Blvd. - PO Box 398
Mitchell SD 57301 0098
Phone (605) 996-7761
Fax (605) 996-7015
www.spn-assn.com

Invoice Date	Invoice Num
Jun 28, 2021	24011
Billing Through	
Jun 28, 2021	

Hour	Rate	Amount
26.50	\$100.00	\$2,650.00
8.75	\$115.00	\$1,006.25
Total Service Amount		\$3,656.25

EXPENSES:
LUNCHING \$222.36
MEAL \$56.40
MEALS \$24.00

Total Expense \$306.76
Amount Due This Invoice \$3,423.91
This invoice is due upon receipt

VERIFICATION OF CLAIM

I declare and affirm under the penalties of perjury that this claim has been examined by me, and to the best of my knowledge and belief, is in all things true and correct.

Dated this 27th day of June, 2021.

Schnucker, Paul, Mohr & Associates
Paul Mohr
Signed

Due upon receipt. Overdue accounts will be assessed a 1.5% monthly finance charge from the date of billing until the account is paid in full.

SPN ASSOCIATES

ENGINEERS & SURVEYORS

INVOICE

TO: CITY OF MILLER
130 WEST 2ND
MILLER, SD 57362

RE: M14942 D&V
MILLER WASTE WATER PHASE 2-RPR

Construction observation and testing
Billing Period: 10/25/2020 thru 6/29/2021

Schnucker, Paul, Mohr and Associates
2100 North Sanborn Blvd. - PO Box 398
Mitchell SD 57301 0098
Phone (605) 996-7761
Fax (605) 996-7015
www.spn-assn.com

Invoice Date	Invoice Num
Jun 28, 2021	24012
Billing Through	
Jun 28, 2021	

Hour	Rate	Amount
7.50	\$100.00	\$750.00
Total Service Amount		\$750.00

Amount Due This Invoice \$750.00
This invoice is due upon receipt

VERIFICATION OF CLAIM

I declare and affirm under the penalties of perjury that this claim has been examined by me, and to the best of my knowledge and belief, is in all things true and correct.

Dated this 27th day of June, 2021.

Schnucker, Paul, Mohr & Associates
Paul Mohr
Signed

Due upon receipt. Overdue accounts will be assessed a 1.5% monthly finance charge from the date of billing until the account is paid in full.

SPIN ASSOCIATES

ENGINEERS & SURVEYORS

INVOICE

CITY OF MILLER
120 WEST 2ND
MILLER, SD 57362

Schmucker, Paul, Nohr and Associates
2100 North Sedgwick Blvd. - PO Box 398
Mitchell, SD 57301-0398
Phone (605) 946-7761
Fax (605) 946-0015
www.spin-assoc.com

Invoice Date Jun 29, 2021	Invoice Num 24014
Billing Through Jun 28, 2021	

Please pay request for asphalt work, prepare substantial completion documents, site visit, check on status of punch list items, and other project coordination
Billing period: 5/30/2021 thru 6/26/2021

Project ID	Project Name	Contract Amount	% Complete	Previously Billed	Amount Due
MLL000039	MILLER WATER PUMP STATION	\$54,260.00	96.00	\$51,476.00	\$2,784.00

Total Amount Due \$2,784.00
This invoice is due upon receipt

VERIFICATION OF CLAIM
I declare and affirm under the penalties of perjury that this claim has been examined by me, and to the best of my knowledge and belief, is in all things true and correct.

Dated this 29th day of June, 2021
Schmucker, Paul, Nohr & Associates
Paul Nohr
Signed

Due upon receipt. Overdue accounts will be assessed a 1.5% monthly finance charge from the date of billing until the account is paid in full.

SPIN ASSOCIATES

ENGINEERS & SURVEYORS

INVOICE

CITY OF MILLER
120 WEST 2ND
MILLER, SD 57362

Schmucker, Paul, Nohr and Associates
2100 North Sedgwick Blvd. - PO Box 398
Mitchell, SD 57301-0398
Phone (605) 946-7761
Fax (605) 946-0015
www.spin-assoc.com

Invoice Date Jun 28, 2021	Invoice Num 24013
Billing Through Jun 28, 2021	

Please pay request for asphalt work, prepare substantial completion documents, site visit, check on status of punch list items, and other project coordination
Billing period: 5/30/2021 thru 6/26/2021

Project ID	Project Name	Contract Amount	% Complete	Previously Billed	Amount Due
MLL00039	MILLER WATER PUMP STATION	\$108,260.00	96.00	\$94,636.00	\$13,624.00

Total Amount Due \$13,624.00
This invoice is due upon receipt

VERIFICATION OF CLAIM
I declare and affirm under the penalties of perjury that this claim has been examined by me, and to the best of my knowledge and belief, is in all things true and correct.

Dated this 28th day of June, 2021
Schmucker, Paul, Nohr & Associates
Paul Nohr
Signed

Due upon receipt. Overdue accounts will be assessed a 1.5% monthly finance charge from the date of billing until the account is paid in full.

SPN ASSOCIATES

INVOICE

Schnucker, Paul, Mohr and Associates
210 North Saxon Blvd — PO Box 398
Mitchell SD 57301-0398
Phone (605) 996-7761
Fax (605) 996-6015
www.spn-associates.com

CITY OF MILLER
120 WEST 2ND
MILLER, SD 57362

Invoice Date	Invoice Num
Jun 28, 2021	26048
Billing Through	
Jun 28, 2021	

Prepare pay request, prep and conduct construction meeting, construction staking, site visits and other project coordination.
Billing Period 5/29/2021 thru 6/26/2021

Project ID	Project Name	Contract Amount	% Complete	Previously Billed	Amount Due
51-5118-0005	MILLER PHASE 2B COMB. ADMIN - SUDON WATER	\$44,160.00	40.00	\$17,256.00	\$26,904.00

Total Amount Due \$26,904.00
This invoice is due upon receipt

VERIFICATION OF CLAIM

I declare and affirm under the penalties of perjury that this claim has been examined by me and to the best of my knowledge and belief is in all things true and correct.

Dated this 29th day of June, 2021.

Schnucker, Paul, Mohr & Associates

Paul Mohr
Signed

Due upon receipt. Overdue accounts will be assessed a 1.5% monthly finance charge from the date of billing until the account is paid in full.

SPN ASSOCIATES

INVOICE

Schnucker, Paul, Mohr and Associates
210 North Saxon Blvd — PO Box 398
Mitchell SD 57301-0398
Phone (605) 996-7761
Fax (605) 996-6015
www.spn-associates.com

CITY OF MILLER
120 WEST 2ND
MILLER, SD 57362

Invoice Date	Invoice Num
Jun 28, 2021	26048
Billing Through	
Jun 28, 2021	

Prepare pay request, prep and conduct construction meeting, site visits and other project coordination.
Billing period 5/29/2021 thru 6/26/2021

Project ID	Project Name	Contract Amount	% Complete	Previously Billed	Amount Due
51-5118-0005	MILLER PHASE 2B COMB. ADMIN - WAGON	\$71,500.00	15.00	\$8,725.00	\$62,775.00

Total Amount Due \$62,775.00
This invoice is due upon receipt

VERIFICATION OF CLAIM

I declare and affirm under the penalties of perjury that this claim has been examined by me and to the best of my knowledge and belief is in all things true and correct.

Dated this 29th day of June, 2021.

Schnucker, Paul, Mohr & Associates

Paul Mohr
Signed

Due upon receipt. Overdue accounts will be assessed a 1.5% monthly finance charge from the date of billing until the account is paid in full.

SPN & ASSOCIATES

ENGINEERS & SURVEYORS

INVOICE

CITY OF MILLER
120 WEST 2ND
MILLER, SD 57362

Schnoeker, Paul, Noth and Associates
2100 North Sabin Blvd -- PO Box 398
Mitchell SD 57301-0398
Phone (605) 996-7761
Fax (605) 996-0015
www.spn-assoc.com

Invoice Date	Invoice Month
Jun 26, 2021	2600
Billing Through	
Jun 26, 2021	

Prepare pay request, prep and conduct construction meeting, site visit, construction meeting, prep drawing review and other project coordination.
Billing period 5/30/2021 thru 6/26/2021

Project ID	Project Name	Contract Amount	% Complete	Previously Billed	Amount Due
M1718-07-WW	MILLER PHASE II CONST AMNIN	\$116,500.00	19.50	\$16,310.00	\$4,669.00
	WASTE WATER				

Total Amount Due \$4,669.00
This invoice is due upon receipt

VERIFICATION OF CLAIM

I declare and affirm under the penalties of perjury that this claim has been examined by me, and to the best of my knowledge and belief is in all things true and correct.

Dated this 29th day of June, 2021.

Schnoeker, Paul, Noth & Associates
Paul Noth
Signed

Due upon receipt. Overdue accounts will be assessed a 1.5% monthly finance charge from the date of billing until the account is paid in full.

SPN & ASSOCIATES

ENGINEERS & SURVEYORS

INVOICE

CITY OF MILLER
120 WEST 2ND
MILLER, SD 57362

Schnoeker, Paul, Noth and Associates
2100 North Sabin Blvd -- PO Box 398
Mitchell SD 57301-0398
Phone (605) 996-7761
Fax (605) 996-0015
www.spn-assoc.com

Invoice Date	Invoice Month
Jun 29, 2021	2600
Billing Through	
Jun 26, 2021	

RE: M1518-06SS
MILLER PHASE II CONST-RPR - STORM WATER
Construction Observation and Testing
Billing period 5/30/2021 thru 6/26/2021

TECHNICIAN	Hours	Rate	Amount
	50.75	\$115.00	\$5,836.25
REimbursable Expenses:			
LOGGING			\$570.00
MILEAGE	239.00 @	\$7.45	\$1,777.55
MEALS			\$255.00
Total Expenses:			\$3,982.55
Amount Due This Invoice:			\$6,736.76
This invoice is due upon receipt			

VERIFICATION OF CLAIM

I declare and affirm under the penalties of perjury that this claim has been examined by me, and to the best of my knowledge and belief is in all things true and correct.

Dated this 29th day of June, 2021.

Schnoeker, Paul, Noth & Associates
Paul Noth
Signed

Due upon receipt. Overdue accounts will be assessed a 1.5% monthly finance charge from the date of billing until the account is paid in full.



ENGINEERS & SURVEYORS

INVOICE

TO: CITY OF MILLER
120 WEST 2ND
MILLER, SD 57362

RE: M19318.06N
MILLER PHASE III CONST - RPA - WATER

Construction observation and testing
Billing period 5/30/2020 thru 6/26/2021

Schnucker, Paul, Noth and Associates
2100 North Sardin Blvd. - PO Box 398
Mitchell, SD 57301-0398

Phone (605) 996-7761
Fax (605) 996-5015
www.spn-assn.com

Invoice Date	Invoice Num
Jun 26, 2021	2452
Billing Through	
Jun 26, 2021	

Hours	Rate	Amount
-------	------	--------

TECHNICIAN II

60.25	\$115.00	\$6,928.75
Total Service Amount:		\$6,928.75

Reimbursable Expenses:
MILEAGE
MEALS

16.10 @	\$0.45	\$7.25
Total Expenses:		\$7.25
Amount Due This Invoice:		\$7,000.00

This invoice is due upon receipt

VERIFICATION OF CLAIM

I declare and affirm under the penalties of perjury that this claim has been examined by me, and to the best of my knowledge and belief is in all things true and correct.

Dated this 29th day of June, 2021

Schnucker, Paul, Noth and Associates

 Signed

Due upon receipt. Overdue accounts will be assessed a 1.5% monthly finance charge from the date of billing until the account is paid in full.



ENGINEERS & SURVEYORS

INVOICE

TO: CITY OF MILLER
120 WEST 2ND
MILLER, SD 57362

RE: M19318.06NW
MILLER PHASE III SPR - WASTE WATER

Construction observation and testing
Billing period 5/30/2021 thru 6/26/2022

Schnucker, Paul, Noth and Associates
2100 North Sardin Blvd. - PO Box 398
Mitchell, SD 57301-0398

Phone (605) 996-7761
Fax (605) 996-5015
www.spn-assn.com

Invoice Date	Invoice Num
Jun 26, 2021	2453
Billing Through	
Jun 26, 2021	

Hours	Rate	Amount
-------	------	--------

PROJECT ENGINEER IX
TECHNICIAN II

11.75	\$100.00	\$1,175.00
106.25	\$115.00	\$12,218.75
Total Service Amount:		\$13,393.75

Reimbursable Expenses:
TRAVELING
MEALS

711.00 @	\$0.45	\$319.95
Total Expenses:		\$319.95
Amount Due This Invoice:		\$13,713.70

This invoice is due upon receipt

VERIFICATION OF CLAIM

I declare and affirm under the penalties of perjury that this claim has been examined by me, and to the best of my knowledge and belief is in all things true and correct.

Dated this 29th day of June, 2021

Schnucker, Paul, Noth and Associates

 Signed

Due upon receipt. Overdue accounts will be assessed a 1.5% monthly finance charge from the date of billing until the account is paid in full.



ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Contractor's Application For Payment No. 24

To (Owner) City of Miller	From (Contractor) Dahme Construction Co	Application Period: November 29, 2020 TO June 30, 2021	Application Date: June 30, 2021
Project: Phase 2 Utilities improvements	Contract: Bid Schedules A - B	Engineer's Project No.: 14842	

APPLICATION FOR PAYMENT

Change Order Summary

Approved Change Orders	Number	Additions	Deductions
One	\$	32,320.10	
Two	\$	171,015.19	
Three	\$	254,298.57	
Four	\$	3,803.00	
Five	\$	458,862.40	
TOTALS	\$	920,089.26	\$
NET CHANGE BY CHANGE ORDERS	\$	920,089.26	

CONTRACTOR'S CERTIFICATION

The undersigned Contractor certifies, to the best of his 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 aggregate 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.

By: _____ Date: _____

1. ORIGINAL CONTRACT PRICE	\$	4,368,961.99
2. Net change by Change Orders	\$	920,089.26
3. Current Contract Price (line 1 ± 2)	\$	5,289,051.25
4 a. Total Completed to Date	\$	5,340,227.29
b. Total Material Remaining in Storage	\$	
c. Value of Non-Conforming Work	\$	
d. Total Value of Work completed and Material Stored to Date	\$	5,340,227.29
5. RETAINAGE:		
a. 5 % x \$	\$	251,718.66
b. 5 % x \$	\$	15,292.71
c. Total Retainage (line 5a + line 5b)	\$	267,011.36
6. AMOUNT ELIGIBLE TO DATE (line 4d - line 5c)	\$	5,073,215.92
7. PREVIOUS PAYMENTS (line 6 from prior Application)	\$	4,782,664.49
8. AMOUNT DUE THIS APPLICATION	\$	290,561.43
9. BALANCE TO FINISH, PLUS RETAINAGE (Total Contract Price Less line 5c above)	\$	216,835.33

Payment of: \$ 290,561.43 (line 8 or other attach explanation of other amount)

Is recommended by: _____ (Engineer) (Date)

Payment of: \$ 290,561.43 (line 8 or other attach explanation of other amount)

Is approved by: _____ (Owner) (Date)

Approved by: _____ (Funding Agency if applicable) (Date)

Date of Issuance: **6/30/2021** Effective Date: **6/30/2021**
 Owner: **City of Miller** Engineer's Project No.: **14842**
 Contractor: **Dahme Construction Co**
 Engineer: **SPN and Associates**
 Project: **Phase 2 Utility Impr.**

The Contract is modified as follows upon execution of this Change Order:

Description:

Cost is added to the Contract for an increase in the unit price for gravel since extra quantity of gravel had to come from a new location. This change was approved but forgotten until recently. Cost is also added for mobilization costs related to the extra work added to the project to date that was inadvertently not included on previous change orders. A deduction is applied for less recycle material available than expected. Other quantities are updated to the amounts installed to date. The final completion date is extended to give time for final paperwork to be completed in August.

Attachments: None

CHANGE IN CONTRACT PRICE		CHANGE IN CONTRACT TIMES			
Original Contract Price: <u>\$4,368,961.99</u>		Original Contract Times:	Highway 45 RR Tracks to First Street	Highway 45 South of 2nd Street	All Other Work
		Substantial Completion:	8/31/2018	10/15/2018	6/15/2020
		Ready for Final Payment:	7/15/2020		
Previously approved Increase: Order No. 1 to 5		Previously approved Increase: Order No. 1 to 5			
<u>\$920,089.26</u>		Substantial Completion:	425	365	380
		Ready for Final Payment:	380		
Previous Contract Price:		Contract Times prior to this Change Order:			
<u>\$5,289,051.25</u>		Substantial Completion:	10/30/2019	10/15/2019	6/30/2021
		Ready for Final Payment:	7/30/2021		
Increase of this Change Order:		Increase of this Change Order:			
<u>\$103,711.51</u>		Substantial Completion:			
		Ready for Final Payment:	15		
Contract Price for Change Order:		Contract Times with all approved Change Orders:			
<u>\$5,392,762.76</u>		Substantial Completion:	10/30/2019	10/15/2019	6/30/2021
		Ready for Final Payment:	8/14/2021		

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By: _____

By: _____

By: _____

Engineer

Owner (Authorized Signature)

Contractor (Authorized Signat

Title: Project Engineer

Title: Mayor

Title: _____

Date: _____

Date: _____

Date: _____

Approved by Funding Agency (if applicable)

By: _____

Date: _____

Title: _____

JOINT POWERS AGREEMENT
REGIONAL GAS UTILITY AUTHORITY
BY AND BETWEEN

[LIST OF CITIES]
DATE

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JOINT POWERS AGREEMENT REGIONAL GAS UTILITY AUTHORITY

This Joint Powers Agreement ("Agreement") for the Regional Gas Utility Authority ("Authority") is dated as of _____, 2023 ("Effective Date"), and is among ("GRIES") collectively, the "Funding Members of the Authority" or "Funding Members"; individual parties to this Agreement also may be referred to individually as a "party" and collectively as the "Parties."

RECITALS

- A. Each Party pursuant to SDCL § 9-40-1 is authorized and empowered to construct a system or part of a system for the purpose of providing gas for municipal, industrial, and domestic purposes.
- B. Each party is authorized to supply gas to their municipality and adjacent territory within ten miles of its corporate limits.
- C. Each Party pursuant to SDCL § 9-40-4 may procure a supply of gas and for such purposes may construct, operate, and maintain outside its corporate limits, as a part of the gas system, pipelines for the transmission of gas.
- D. Each Party is a municipality authorized and empowered to contract for the joint exercise of powers and to jointly exercise any power common to them under South Dakota Codified Law § 1-24-2.
- E. Pursuant to SDCL § 1-24-2, any power or powers, privileges, or authority exercised or capable of exercise by each party may be exercised and enjoyed jointly.
- F. The Parties wish to enter into a joint powers agreement that will establish a joint powers authority ("Authority") to first conduct a feasibility study, after which time it may decide to establish, equip, maintain, operate, extend and improve a system for providing natural gas.
- G. Each party has adopted an ordinance authorizing the entering into and the execution of this Agreement pursuant to SDCL § 1-24-3.
- H. The governing board of each Party has determined that it is in such Party's best interest and in the public interest that this Agreement be executed and that it participate as a Party of the Authority.

THE PARTIES THEREFORE AGREE AS FOLLOWS:

Article I. DEFINITIONS

Unless the context otherwise requires, the terms defined in this Article shall, for all purposes of this Agreement and of any agreement supplemental hereto, have the meanings herein specified, to be equally applicable to both the singular and plural forms of any of the terms herein defined. Unless otherwise defined in this agreement, all terms used herein shall have the meanings assigned to such terms in the Act.

"Act" means Title 9

"Agreement" means this Joint Powers Agreement.

"Authority" means the Regional Gas Utility Authority.

"Board" or "Board of Directors" means the governing body of the Authority.

"Dispute" means any dispute, claim, question or disagreement.

"Founding Members" means [CITIES].

"Member" means a party to the Agreement.

"Project" means the natural gas transmission and distribution systems which will be used to provide natural gas services to residents of the Members of the Authority and which will be developed, constructed, operated, and maintained by NorthWestern Energy Gas Services LLC and owned by the Authority.

"State" means the State of South Dakota

Article II. CREATION OF THE AUTHORITY

Section 2.01. Creation.

Under South Dakota Codified Laws Chapter 1-24, (as amended from time to time), the Founding Members hereby create a separate joint exercise of powers authority which is named the Regional Gas Utility Authority, a quasi-municipal corporation. The Authority shall be a non-profit corporation and no part of its net earnings may inure to the benefit of any private person.

Section 2.02. Separate Entity.

The Authority is a public entity separate from the Members.

Section 2.03. Assets, Rights, and Liabilities.

The assets, rights, debts, liabilities, and obligations of the Authority shall not constitute assets, rights, debts, liabilities or obligations of any of the Members. However, nothing in this Agreement shall prevent any Member from separately contracting for or assuming responsibility for, specific debts, liabilities or obligations of the Authority, provided that both the board and the Member approve such contract or assumption.

Article III. PARTIES TO AGREEMENT

Each Founding Member certifies that it intends to, and does, contract with every Founding Member that is a signatory to this Agreement and, in addition, with such other entities as may later be added as Members under Section 6.07 of this Agreement. Each Founding Member also certifies that the selection of any Founding Member from this Agreement does not affect the Agreement nor each remaining Founding Member's intent to contract with the other remaining Members.

Article IV. PURPOSES AND OBJECTIVES

The purposes and objectives of this Agreement are to establish the Authority, to provide for its governance and administration, and to define the rights and obligations of the Members. This Agreement authorizes the Authority to study the Project, which may include preliminary planning (as defined in Article XI), developing cost estimates, and conducting public outreach. Upon a determination that the Project would be in the best interests of all or certain of the communities served by the Authority, those members of the Authority so electing in writing may proceed with the final planning and implementation of the Project. Those members who decline to participate any further after the preliminary planning is completed shall no longer be members of the Authority and any and all obligations thereafter by said member shall cease. An amendment to this agreement shall thereafter be executed removing those members that elect not to proceed from the list of participating cities. This Agreement does not legally bind or otherwise commit the Authority to proceed with the Project unless and until the Authority approves the Preliminary Planning for the Project.

Article V. POWER OF THE AUTHORITY.

The Founding Members hereby establish the Authority as a separate public authority under SDCL Chapter 1-24. The Authority shall have the powers common to the Members to carry out the purposes set forth in this Agreement. The Authority shall have the power to perform all acts necessary in the exercise of these common powers to develop and implement the Project, including but not limited to the following specific powers:

- (1) Have perpetual succession as a body politic and corporate exercising essential public functions;
- (2) Sue and be sued in its own name;
- (3) Have an official seal and alter the seal at will;
- (4) Maintain an office at such places within the state as the Authority may designate;
- (5) Make and execute contracts and all other instruments necessary or convenient for the performance of its duties and the exercise of its powers and functions under this chapter;
- (6) Borrow money and accept gifts;
- (7) Apply for and use gifts, grants, or loans of money or other property from the United States, the state, a unit of local government, or any person for any authority purposes and enter into agreements required in connection therewith;
- (8) Hold, use, and dispose of such moneys or property for any authority purposes in accordance with the terms of the gift, grant, loan, or agreement;

- (9) Employ fiscal consultants, engineers, attorneys, management service providers, and such other consultants and employees as may be required and contract with Authorities or agencies of the State to provide staff and support services;
- (10) Procure insurance against any loss in connection with its property and other assets, including loans, bonds, and notes in such amounts and from such insurers as it may deem advisable;
- (11) Hold, control, and acquire by donation or purchase any private or public easements, dedications to public use, patented reservations for private or public purposes, or any reservations for those purposes and make use of such easements, dedications, or reservations for any of the purposes authorized by SDC, Title 5;
- (12) Lease as lessor or lessee to or from any person, firm, limited liability company, corporation, association or body, public or private, any projects of the type that the Authority may undertake and facilities or property of any nature for the use of the Authority to carry out any of the purposes authorized;
- (13) Borrow money and issue bonds, certificates, warrants, notes, or other evidence of indebtedness as provided by SDC, Chapter 9-40;
- (14) Procure insurance, letters of credit, guarantees, or other credit enhancement arrangements from any public or private entities, including any department, agency, or instrumentality of the United States or the State, for payment of all or any portion of any bonds issued by the Authority, including the power to pay premiums, fees, or other charges on any such insurance, letters of credit, guarantees, or credit arrangements;
- (15) Receive and accept from any source financial aid or contributions of money, property, labor, or other things of value to be held, used, and applied to carry out the purposes of this chapter subject to the conditions upon which the grants or contributions are made, including gifts or grants from any department, agency, or instrumentality of the United States for any purpose;
- (16) To the extent permitted under its contract with the holders of bonds of the Authority, consent to any modification with respect to the rate of interest, time, and payment of any installment of principal or interest, or any other term of any contract, loan, loan note, loan note commitment, contract, lease, or agreement of any kind to which the Authority is a party;
- (17) Make loans and grants to, and enter into financing agreements with, any governmental agency or any person for the costs incurred in connection with the development, construction, acquisition, improvement, maintenance, operation, or decommissioning of any facilities, or for the maintenance of the physical or structural integrity of real or personal property incorporated or which may be incorporated into such facilities, in accordance with a written agreement between the Authority and such governmental agency or person. However, no such loan or grant may exceed the total cost of such facilities as determined by the governmental agency or person and approved by the Authority;
- (18) Cooperate with and exchange services, personnel, and information with any governmental agency or political subdivision;
- (19) Enter into agreements for management on behalf of the Authority of any of its properties upon such terms and conditions as may be mutually agreeable;

- (20) Sell, exchange, lease, donate, and convey any of its properties whenever the Authority finds such action to be in furtherance of the purposes for which it was organized;
- (21) Purchase from a willing seller, construct, develop, maintain, hold, lease, license, operate, dispose of, or decommission real and personal property projects, facilities, or any undertaking necessary to accomplish the purpose of this agreement;
- (22) Indemnify any person or governmental agency for such reasonable risks as the Authority deems advisable if the indemnification is a condition of a grant, gift, or donation to the Authority. However, any such obligation to indemnify may only be paid from insurance or from revenues of the Authority, and such obligation does not constitute a debt or obligation of the any party;
- (23) Acquire all real or personal property that it deems necessary for carrying out the purpose of this Agreement whether in fee simple absolute or a lesser interest, by condemnation and the exercise of the power of eminent domain in accordance with chapters 21-35;
- (24) Cooperate with, or contract with, other governmental agencies or political subdivisions as may be necessary, conveniently, incidental, or proper in connection with any of the powers, duties, or purposes authorized by this agreement; and
- (25) Contract with NorthWestern Energy Gas Services LLC to develop, construct, operate, and maintain the natural gas distribution and transmission systems that comprise the Project.

Article VI. GOVERNANCE

Section 6.01 Board of Directors

The governing body of the Authority is a board of Directors ("Board") composed of not less than five nor more than 11 Directors, with such number to be established, from time to time, by resolution of the Board. All powers of the Authority shall be exercised by the Board unless delegated to committees, the Executive Director, or as otherwise specified. The initial Board shall consist of _____ Directors, with each Founding Member being entitled to appoint one Director. As new Members join the Authority, the Board shall have the discretion, but not the obligation, to increase the size of the Board to allow Members (excluding Founding Members) to elect Directors in accordance with Section 6.03. The Board shall serve without compensation.

Section 6.03 Composition. Each Founding Member will be entitled to appoint one Director on the Board for as long as such Founding Member remains a Member of the Authority. Directors, if any, not appointed by a Founding Member shall be elected by the Members (excluding Founding Members) at the annual meeting of Members in accordance with any election procedures adopted by the Board.

Section 6.03 Termination. Each Director appointed by a Founding Member shall hold office from the first meeting of the Board after being appointed to the Board, until his or her successor is selected by such Founding Member. Each Director, if any, elected to the Board by the Members (excluding Founding Members) shall serve a one-year term. If a Director who was elected to the Board by the Members (excluding Founding Members) resigns before the end of his or her one-year term, the Board by majority vote shall appoint a Director to finish the remainder of his or her one-year term.

Section 6.04 Meetings. The Board shall hold regular meetings at such place and time as the Board may establish by resolution, but shall not meet less frequently than once per quarter. The Board may hold special meetings of the Board as needed to carry out the purposes and objectives of the Authority. Meetings of the Board will be held in compliance with open meeting laws and regulations. A majority of the Directors shall constitute a quorum for the transaction of business of the Board, except that Directors constituting less than a quorum may adjourn any meeting. Each Director is entitled to cast one vote on any matter presented to the Board for a vote.

Section 6.05 Proceedings. A Chair will preside at Board meetings, and in the absence of the Chair, a Vice Chair. The Board will annually select the Chair and Vice Chair from the Directors serving on the Board. The Board Directors shall not receive any compensation from the Authority for their Board service, but they shall be entitled to the reimbursement of any actual and necessary expenses incurred in the performance of their official Board duties for the Authority.

Section 6.06 Budgets.

The Board shall adopt an annual budget. The approval of the Board by resolution shall be required for all contracts and purchases of the Authority. ~~Any purchase of goods or services by the Authority shall be subject to the approval of the Board by resolution.~~ An Authority Member that does not approve an annual contribution shall resolve any objection to the annual budget with the Board within thirty (30) days after the Board adopts the budget.

An Authority Member's failure to approve an annual budget contribution within thirty (30) days after the Board adopts the budget will constitute an Event of Default under Article XI, and grounds for removal under Section 6.07.

[Should there be something in this section about contract awards? See section heading.]

Section 6.07 Meetings.

The Board may elect a new Member to the Authority upon approval of the Board by resolution. Such new Member shall have all of the rights and obligations of Founding Members under this Agreement, except the right to appoint a representative to serve on the Board.

The Board may remove any Member of the Authority that fails to take timely action with regard to its material obligations to the Authority. The Board shall establish a withdrawal, separation and/or removal procedure in accordance with the requirements of due process, which will as a minimum include notice

and an opportunity for a fair hearing. A Member shall not be removed unless the Board finds that there has been an Event of Default under Article XII.

Section 6.08 Authority Counsel.

The Board shall retain and appoint legal counsel for the Authority.

Section 6.09 Consultants.

The Board may retain consultants for the project, public relations, governmental relations, or other purposes needed for the advancement of the interests of the Authority.

Section 6.10 Committees.

The Board may create committees to facilitate work on the project. The Parties may make members of their respective staffs available to serve on the Authority's committees or to assist with their work.

Section 6.11 Procurement.

The Board shall adopt policies and procedures for the procurement of materials, supplies, equipment, and services or to comply with any other provision of law. The Board may delegate the authority to make certain purchases to a purchasing agent to be appointed by the Board.

Section 6.12 Other Offices.

The Board may create such other offices and appoint individuals to such offices as it considers either necessary or convenient to carry out the purposes of this Agreement.

Section 6.13 Code of Conduct.

The Board shall adopt a Code of Conduct for the Authority.

Article VII. EXECUTIVE DIRECTOR

The position of Executive Director is created. The Executive Director is appointed by the Board and serves at the will of the Board. The Executive Director shall receive such compensation as the Board shall from time to time determine. The duties of the Executive Director include, but are not limited to, the following:

- (a) Administers any and all Board meeting agendas, including compliance with the meeting requirements and meeting locations as provided in SDCI Chapter 2-25.
- (b) Causes accurate minutes and records to be taken at all Board meetings in accordance with South Dakota law.
- (c) Has authority to appoint, remove, promote, demote, supervise, and determine compensation of any and all of the Authority's employees in accordance with Board approved salary ranges.
- (d) Manages any and all Authority contracts or agreements.
- (e) Approves any and all Authority payments in conformance with Board approved appropriations.
- (f) Attends all Board Meetings.
- (g) Prepares and submits to the Board an annual budget.
- (h) Performs such other duties as the Board shall require.

Article VII. Treasurer

Section 8.01 Appointment and Duties of Treasurer.

The Board shall appoint a Treasurer. The Treasurer shall perform all of the acts required by SDCI Chapter 9-14.

Section 8.02 Annual Reports and Audits.

The Treasurer shall be the auditor or controller of the Authority. The Treasurer shall cause an annual report to be made with respect to all Authority receipts, disbursements, other transactions and entries into the books. The annual report shall be filed as required by State law. If required and directed by the Board, the Treasurer shall cause an annual financial audit to be made by an independent certified public accountant with respect to all Authority receipts, disbursements, other transactions and entries into the books. A report of the financial audit will be filed as a public record with each Member. The audit will be filed no later than required by State law. The Authority will pay the cost of the financial audit in the same manner as other administrative costs.

Section 8.03 Replacement of Treasurer.

The Board may from time to time change the designated Treasurer to any person who is qualified by law to occupy such office.

Section 8.04 Accounting and Investments.

a) The Authority is responsible for the strict accountability of all funds and reports of all receipts and disbursements. It will comply with every provision of law relating to the establishment and administration of funds, particularly SDCI Chapter 4-5.

b) The funds will be accounted for in accordance with the procedures set forth in South Dakota Legislative Audit Accounting Manual.

c) The Treasurer will receive, invest, and disburse funds only in accordance with procedures established by the Board and in conformity with applicable law. The Treasurer will procure a fidelity bond in accordance with the Bylaws.

Article IX. Preliminary Planning Activities for the Project

Section 9.01 Preliminary Planning

The first stage of the Project shall consist of preliminary planning activities, including without limitation, the following tasks:

- a) Continuing research for the Project as needed,
- b) Conducting public outreach,
- c) Compliance with the South Dakota Environmental laws, and
- d) Investigation of potential sources for grants, loans, or other outside funding sources, and
- e) Conducting a feasibility study

Section 9.02 Planning

The Parties shall perform planning for the Project, and the costs of the planning, if needed provided the tasks identified in Section 9.01 are completed and the Board agrees to approve the project, will be shared by the Parties in accordance with the cost allocations described in Article X of this Agreement.

Section 9.03 Final Design of the Project

Upon completion of the Preliminary Planning for the Project set forth in Section 9.01, the Board may elect to approve the Project. The Board may then direct completion of the final design of the Project, including all terms and conditions.

Article X. Cost Allocation

Section 10.01 Scope of Work

The Board shall prepare and approve the scopes of work for all work necessary to complete the Project.

Section 10.02 Cost Allocations

The Members shall equitably share the Authority's costs of the Preliminary Planning as defined in Article IX. Upon completion of the Preliminary Planning, those members who elect to proceed shall equitably share in any additional costs incurred thereafter. However, those members who elect not to proceed, shall have no further financial obligations hereunder. Upon termination of this Agreement or completion of the Project, whichever occurs first, any surplus money on hand will be distributed to the Members in proportion to their contributions.

Section 10.03 Public Outreach

The Board may retain consultants and conduct public outreach concerning the Project, if necessary, prior to the effective date of this Agreement, the Members shall enter into a Cost Sharing Agreement that provides for the Members to share the costs of such work. The Members shall share the costs incurred by the Authority to conduct any public outreach beyond the termination of the Cost Sharing Agreement, if any, subject to action by the Authority and the agreement of the Members.

Section 10.04 Preliminary Facilities Planning Costs

The costs of Preliminary Planning, as set forth in Section 9.01, will be shared between the Members in accordance with Section 10.02.

Section 10.05 Design of the Project

The cost of developing the design of the Project will be shared between the Members in accordance with Section 10.02.

Section 10.06 Oversight of the Project

Oversight of the Project will be performed by the Authority's Board. The cost of oversight will be paid by the Authority from funding provided by the Members in accordance with Section 10.02.

Section 10.07 Other Scope Elements

Other costs will be shared in accordance with the mutual agreement of the Members.

Article XI. Preliminary Description of the Project

The Project consists of natural gas transmission and distribution systems to provide natural gas services to residents of the Authority, which systems will be developed, constructed, maintained, and operated by Northwestern Energy Gas Services LLC and owned by the Authority. In addition to the founding Members, the Parties anticipate the Project will be expanded and membership in the Authority offered to approximately 80 other communities in South Dakota that currently do not have natural gas service.

Article XII. Event of Default

The failure of a Party to comply with any provision of this Agreement that has a material and adverse effect on any other Party will constitute an Event of Default under this Agreement, except that the defaulting Party shall first have a period of thirty (30) days following receipt of notice from the other Party of such failure to comply to cure such failure, or if such cure cannot be effected within such thirty (30) day period, such period will extend for a total of sixty (60) days, so long as the defaulting Party is diligently trying to cure the failure throughout such period and such failure does not materially adversely impact the implementation of the Project.

Article XIII. Dispute Resolution

Representatives of the Parties shall meet and use their best efforts to settle any dispute, claim, question or disagreement (a "Dispute") arising from or relating to this Agreement or to the interpretation of this Agreement. To that end, representatives of the Parties shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to all Parties, if the Parties do not reach such a solution within a period of thirty (30) days after the first meeting regarding a Dispute, then the Parties shall convene a meeting of the Board within sixty (60) days after the first meeting of the Party representatives regarding a Dispute and request that the Board settle the Dispute at the meeting, if the Parties do not settle the Dispute at the Board meeting or within five (5) calendar days after the Board meeting, either Party may request a voluntary mediation of the Dispute to be held within thirty (30) days after the request for mediation. If a mediator is not requested or is not successful, any Party may pursue any and all legal and equitable remedies that may be available. Any Party with a Dispute over the amount of money to be paid to the Authority or a Party shall first pay the disputed amount to the Authority or other Party under protest before commencing dispute resolution under this Section. The respective costs for resolving any Dispute shall be borne by the individual Parties, not the Authority.

Article XIV. Dissolution and Limitation on Liability for Debts and

Obligations Upon dissolution of the Authority, the title to all property owned by it shall vest in and become the property of the Members. The debts, liabilities, and obligations of the Authority do not constitute the debts, liabilities, or obligations of any Party to this Agreement. A Party may separately contract for or assume responsibility for specific debts, liabilities, or obligations of the Authority. Notwithstanding any other provision of this Agreement, no fee, assessment or charge may be levied against a Party without express consent of the Party.

Article XV. Fiscal Year

The first fiscal year of the Authority is the period from the date of this Agreement through December 31, 2021. Each subsequent fiscal year of the Authority begins on January 1 and ends on December 31.

Article XVI. Filings.

The Chair of the Board of the Authority shall cause this Agreement to be filed with the South Dakota Attorney General, the South Dakota Legislative research counsel, and the South Dakota Secretary of State.

Article XVII. Force Majeure

The Parties will not be deemed to be in default where failure or delay in performance of any of its obligations (other than payment obligations) under this Agreement is caused by floods, earthquakes, other Acts of God, fires, wars, riots or similar hostilities, actions of legislative, judicial, executive, or regulatory government bodies or other cause, without fault and beyond the reasonable control of such Party. If any such events shall occur, the time for performance by either Party of any of its obligations under this Agreement will be extended by the Parties for the period of time that such events prevented such performance. Upon the occurrence of an event of Force Majeure, the affected Party shall (i) promptly notify the other Party of such Force Majeure event, (ii) provide reasonable details relating to such Force Majeure event and (iii) implement mitigation measures to the extent reasonable.

Article XVIII. Insurance

The Authority shall procure, carry, and maintain in full force and effect insurance in such forms and amounts as determined by the Board.

Article XIX. Defense and Indemnity

The Authority shall assume the defense of and indemnify and save harmless each Party to this Agreement and its respective officers, agents and employees, from all claims, losses, damages, costs, injury and liability of every kind, nature and description directly or indirectly arising from the performance of any of the activities of the Authority undertaken pursuant to this Agreement.

Article XX. Notices

All notices required or permitted under this Agreement must be in writing and will be deemed delivered: (i) when delivered in person; (ii) on the third day after mailing, if mailed, postage prepaid, by registered or certified mail (return receipt requested); (iii) on the day after mailing if sent by a nationally recognized overnight delivery service which maintains records of the time, place, and recipient of delivery; or (iv) upon receipt of a confirmed transmission, if sent, by ecopy or facsimile transmission.

[MEMBERS & ADDRESSES]

Article XXI. Successors And Assigns

The terms and conditions of this Agreement inure to the benefit of and will be binding upon the Parties and their respective heirs, representatives, successors and permitted assigns.

Article XXII. Further Acts and Assurances

The Parties shall execute, acknowledge, and deliver any and all additional papers, documents, and other assurances, and shall perform any and all acts and things reasonably necessary, in connection with the performance of the obligations under this Agreement and to carry out the intent of the Parties.

Article XXIII. Captions

The captions in this Agreement are inserted only as a matter of convenience and reference and in no way define, limit, or describe the scope or intent of this Agreement nor in any way affects this Agreement. Words of any gender in this Agreement will be held to include any other gender and words in the singular number will be held to include the plural when the sense so requires.

Article XXIV. Severability

Should it be found that any part of this Agreement is illegal, or unenforceable, such part or parts of this Agreement will be of no force nor effect and this Agreement will be treated as if such part or parts had not been inserted.

Article XXV. Entire Agreement

All previous negotiations between the Parties or their agents or representatives with respect to this Agreement are merged in this Agreement.

Article XXVI. Modifications

This Agreement will not be modified in any manner except by an instrument in writing executed by the Parties or their respective successors in interest.

Article XXVII. Interpretation

Each Party has participated in negotiating and drafting this Agreement, so if an ambiguity or a question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of this Agreement.

Article XXVIII. Governing Law & Venue

This Agreement is to be governed by and construed according to the laws of South Dakota. Venue for all disputes involving this Agreement shall be the County of Minnehaha.

Article XXIX. Assignment

No Party may assign a right, claim, or interest it may have under this Agreement. No creditor, assignee or third party beneficiary of a Party has a right, claim or title to any part, share, interest, fund or asset of the Authority. However, nothing in this Section prevents the Authority from assigning any interest or right it may have under this Agreement to a third party.

Article XXX. Representations and Warranties

No representations or warranties are made or have been relied upon by either Party other than those expressly set forth in this Agreement, if any.

Article XXXI. Cooperation

The Parties shall fully cooperate with each other in conjunction with this Agreement and act reasonably in the exercise of any discretion to assure that they all continue to benefit from the Project. Each Party to this Agreement shall execute and deliver to the other all instruments and documents as may be reasonably necessary to carry out this Agreement to provide and secure to each Party the full and complete enjoyment of its rights and privileges under this Agreement.

Article XXXII. Other Agreements

The Parties and the Authority may enter into any other agreements that may be necessary for fulfilling the purpose and objective of the Authority.

Article XXXIII. Agreement Not for Benefit of Third Parties

This Agreement will not be construed as or deemed to be an agreement for the benefit of any third party or parties, and no third party or Parties will have any right of action under this Agreement for any cause whatsoever. Any services performed or expenditures made in connection with this Agreement by any Party will be deemed conclusively to be for the direct protection and benefit of the inhabitants and property within the jurisdiction of such Party. No person or entity, other than the Parties and their permitted successors and assigns, is authorized to enforce the provisions of this Agreement.

ORDINANCE #718

The City of Miller is an equal opportunity employer.

**AN ORDINANCE OF THE CITY OF MILLER, SOUTH
DAKOTA APPROVING A JOINT POWERS AGREEMENT
FOR THE ESTABLISHMENT OF THE REGIONAL
NATURAL GAS AUTHORITY, A JOINT POWERS
AUTHORITY**

WHEREAS, the City is authorized and empowered to contract for the joint exercise of powers and to jointly exercise any power common with other municipalities under South Dakota Codified Law § 1-24-2; and

WHEREAS, pursuant to SDCL § 1-24-2, any power or powers, privileges, or authority exercised or capable of exercise by each municipality may be exercised and enjoyed jointly; and

WHEREAS, the City of Miller wishes to enter into a joint powers agreement that will establish a joint powers authority ("Authority") for the limited purpose of developing a feasibility study to consider the propriety of constructing a regional system for the purpose of providing natural gas for Authority and to apply for grants, loans or gifts to fund said feasibility study.

NOW THEREFORE BE IT ORDAINED BY THE CITY MILLER OF AS FOLLOWS:

Section 1. The City Council hereby approves the Joint Powers Agreement – Regional Gas Utility Authority (the "Joint Powers Agreement") on file with the Finance Officer and open to public inspection during regular business hours, a copy to be placed in the minutes but not published.

Section 2. The Mayor and Finance Officer are authorized to execute the Joint Powers Agreement and such documents as may be necessary to carry out the intent of this ordinance.

Section 2. This ordinance shall take effect twenty days after publication.

Ronald Blachford, Mayor

(SEAL)

ATTEST:

Sheila Coss, Finance Officer

RESOLUTION 2021-10

The City of Miller is an equal opportunity employer.

**A RESOLUTION APPOINTING A CITY COUNCIL MEMBER TO THE BOARD OF
DIRECTORS OF THE REGIONAL GAS UTILITY AUTHORITY**

WHEREAS, The City of Miller desires to be a member of the Regional Gas Utility Authority and,

WHEREAS, The City of Miller must designate a council member to be a member of the Regional Gas Utility Authority Board,

THEREFORE, BE IT RESOLVED that council member Joe Zeller be appointed to serve on the Board of Directors of the Regional Gas Utility Authority.

Ronald Blachford, Mayor

(SEAL)

ATTEST:

Sheila Coss, Finance Officer

Quality
On Tap!

MID DAKOTA RURAL WATER SYSTEM

June 15, 2021

BOARD OF DIRECTORS

RICK BENSON
Wolsey
Rural 5

LESLIE BROWN
Harrold
Rural 2

LENNIS FAGERHAUG
Wessington Springs
Rural 4

DWIGHT GUTZMER
Highmore
Municipal

JAMES MCGILLVREY
Wolsey
Municipal

JEFFREY MCGIRR
Huron
Municipal

SCOTT OLIGMUELLER
Miller
Rural 3

DARRELL BASCHKE
Huron
Municipal

STEVE ROBBENOLI
Gettysburg
Rural 1

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

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

FR: Mid-Dakota Rural Water System, Inc.

RE: Director Nomination and Election

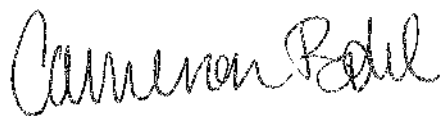
The Mid-Dakota Rural Water System, Inc. will be holding its Annual Meeting & Election of Directors on October 21, 2021 from 10:00 am to 2:00 pm at the Mid-Dakota offices.

A Municipal-at-Large Director position term will expire. A deadline of 4:00 P.M., September 21, 2021 has been set for nominating resolutions to be submitted to the office in Miller.

After the 21st, 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 Bohl
Membership Specialist

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