

**AGENDA
CITY OF MILLER
MONDAY, AUGUST 2, 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 - 6

New Business

1. Sharon Spangler – Special Event Liquor License
2. Brandon Hammill – Pay Increase
3. Council Work Sessions
4. Airport Grant Acceptance..... pgs. 7 - 9
5. Agenda Cutoff Date and Time
6. Water/Sewer Project
 - a. SPN Phase II Invoices 24252-25253
SPN Phase III Invoices 24242-24246
 - **Total: \$35,632.25 pgs. 10 - 13**
 - b. Dahme Construction Pay Request No. 25 - \$302,546.84 pg. 14
 - c. TLC Olson Construction Pay Request 9 - \$128,980.13 pg. 15
7. Building Permits:
 - Cowboy Country Store – Install Dinosaur
 - Jerry Fanning – Remove Hi-Lite Building
8. Mid-Dakota Water Rate Increase..... pg. 16
9. DANR Achievement Award..... pg. 17
10. Set Special Budget Meeting

Correspondence

SDML Election Notice pg. 18
SDPAA Election Notice..... pg. 19
Miller C&C Letter pgs. 20 - 21

Approval of Bills

Adjourn

**CITY OF MILLER
CITY COUNCIL MEETING
JULY 19, 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, July 19, 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. 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 July 6 and the special meetings held on July 12 and July 14. All members voted aye. Motion carried.

PUBLIC INPUT

Janice Moncur was present to request dust control on West 5th Street just beyond her house. She also commented that now would be a good time to repair the trail across their pasture from the park to West 5th Street for use during flooding.

NEW BUSINESS

Shane Croeni, Hand County Sheriff: Sheriff Croeni presented his Interagency Assist policy to the council for review. He asked that Chief Speck consider adopting a similar policy.

Airport Project:

Helms & Associates: Motion by Alderman Odegaard, seconded by Alderman Rangel to pay Helms & Associates \$3,856.53 for invoice #24112. All members voted aye. Motion carried.

Midland Contracting Pay Estimate 1: Motion by Alderman Swartz, seconded by Alderman Steers to approve Midland Contracting Pay Estimate 1 for \$180,683.33. All members voted aye. Motion carried. **Asphalt Testing RFQ:** Motion by Alderman Steers, seconded by Alderman Zeller to contract with Aaron Swan & Associates for the asphalt testing on the airport project. All members voted aye. Motion carried. No other contractors submitted their qualifications for the asphalt testing.

American Rescue Plan Airport Grant: Motion by Alderman Odegaard, seconded by Alderman Zeller to have Mayor Blachford sign the grant application for the American Rescue Plan Airport Grant of \$22,000. All members voted aye. Motion carried.

Cell Phone Policy Revision: Motion by Alderman Steers, seconded by Alderman Swartz to approve the revision of the cell phone policy. All members voted aye. Motion carried.

Water/Sewer Project: Motion by Alderman Steers, seconded by Alderman Swartz to approve **Dahme Construction Substantial Completion** dated June 3, 2021. All members voted aye. Motion carried. There was discussion to withhold some funds from Dahme's final pay request until the punch list items are complete.

UNFINISHED BUSINESS

Randy Bertsch – Flood Concerns: Alderman Swartz reported that the flood study has been started with SPN. Camden Hofer, SPN, stated that there is an issue with a drain inlet that is on private property behind Bertsch's house. It was filled with twigs and leaves so the water could not flow into it. More information will be presented at the completion of the study.

Frame for the Ballpark Plaque: Roger Haberling asked Chris Kruml to build a frame to hold the granite sign donated by Don & Shirley Hofer. Roger will sand and paint the frame and install it on the back of the bleachers. Roger will get a cost estimate from Chris Kruml for the frame.

Roger Haberling – Baseball Warning Track: Roger stated that the county will allow city employees to borrow two trucks on a Friday to haul product from the Spencer Quarries in Spencer, SD for the warning track around the baseball field. This will substantially reduce the cost to repair the warning track.

Second Reading of Ordinance #718 – Joint Powers Agreement: Motion by Alderman Rangel, seconded by Alderman Odegaard to approve the Second Reading of Ordinance #718 -- Joint Powers Agreement. Roll call vote: Alderman Steers – aye, Alderwoman Lichty – aye, Alderman Rangel – aye, Alderman Odegaard – aye, Alderman Zeller – aye, Alderman Swartz – aye. Motion carried.

Utility Committee – Keith Blachford Concerns: Alderman Swartz collected data from council minutes and construction meeting minutes regarding the water damage that occurred at Keith Blachford's house due to a broken water line under the house in 2018. The utility committee determined that Keith was satisfied with the repairs done by Steve Resel at that time.

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

Motion by Alderman Zeller, seconded by Alderwoman Lichty to adjourn the meeting. There being no further business, the meeting was adjourned at 7:54 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 July 2021 (2)

A & B Business	Copier Meter	27.74
AT&T	Cell Phone	43.38
Bob's Gas	Propane	3,243.04
Cook Implement	Parts	154.99
Cowboy Country Stores	Fuel	718.94
DSG	Supplies	1,408.17
DGR Engineering	Prof Fees	4,781.98
Display Sales	Supplies	169.50
Dontlin Building	Repairs	428.10
Elan	Supplies	2,328.31
Farnam's	Parts	221.19
Fischer Plumbing	Repairs	62.71
Hawkins	Chemical	3,511.72
HCPD	Power	13,577.70
Helms & Associates	Prof Fees	3,856.53
Kessler's	Supplies/Fuel	150.77
Midco	Telephones	453.90
Midland Contracting	Cop Imp	180,683.33
Miller Ace	Supplies	1,911.57
Miller Concrete	Rock	131.25
MMUA	Training Programs	6,222.93
Morris Inc	Paving	40,579.68
Nature Bound	Plant	54.00
Northwest Pipe	Supplies	1,142.50
Oakley Farm & Ranch	Supplies	162.96
OHED	Industry	6,250.00
Pelty Cash	Reimb	25.20
PollardWater	Supplies	381.20
USPS	Annual Fees	245.00
PrairieLand Collections	Prof Fees	476.83
Riter Rogers Law	Prof Fees	875.00
Rural Development	Loans	16,403.00
SD OOR	Sales Tax	8,776.57
SD Federal Property	Supplies	320.00
SDML	Registration	50.00
South Dakota 811	Locates	162.40
Stobbs Sales	Supplies	65.28
Stuart C Irby	Supplies	439.65
Tony's Repair	Repairs	20.95
Uline	Supplies	213.96
Under The Sun Rental	Rental	154.88
WAPA	Power	38,090.80
Wesco	Supplies	2,263.86
WEX Bank	Fuel	485.86
	Accounts Payable Total	<u>\$341,729.33</u>

Payroll Salary plus

Benefits by Department:		7/13/2021 & 7/20/2021		
Department		w/o OT	OT	Total
41402 FINANCE OFFICE		1,406.76	0.00	1,406.76
42101 POLICE		11,852.29	1,441.64	13,293.93
43101 STREET		5,788.07	266.69	6,054.76
43201 SEWER		5,602.90	871.76	6,474.66
43305 WATER		5,602.79	871.73	6,474.52
43403 ELECTRIC		8,580.45	453.10	9,033.55
45101 BALLPARK		1,286.15	0.00	1,286.15
45202 PARK		739.30	0.00	739.30
45103 POOL		6,762.61	0.00	6,762.61
		<u>\$47,621.32</u>	<u>\$3,904.92</u>	<u>\$51,526.24</u>

**City Council Meeting
Department Head Reports
August 2, 2021**

Police Department Report

1. The police department provided traffic control for the 4th of July parade and the Carr Chiropractic Run on July 3, 2021.
2. Donlin's were here on July 7, 2021, and worked on the roof of the Police Department.
3. The police department will be participating in the mobilization "Drive Sober or get Pulled Over." The mobilization will go from August 18 to September 6, 2021.

Street Department Report

1. East 1st Street and East 5th & 6th Avenues are almost ready to be oiled.
2. We cut some big trees down west of the park entrance and a couple trees in the park along Ree Creek.
3. We patched potholes around town.
4. We have been spraying weeds that are growing in the cracks of the streets when we can (NON windy days).
5. I have sprayed several areas where thistle patches are.
6. Doug Purrington has bladed several roads and alleys.
7. David and I hauled in the multi-aggregate for the ballpark warning track.
8. David pushed several dump truck loads of dirt behind the Labor Addition west of the park.
9. We graveled the Rainbow Bridge road.
10. We hauled a few loads of reclaim to the south substation road.
11. David ground up most of the tree stumps on boulevards and in the park.

Water/Sewer/Airport/Pool Department Report

1. Lots of locates
2. We had a couple of water leaks from the construction in our area.
3. We also cleaned some sewer in the construction area due to getting mud in the pipe from the recent rain.
4. We had to dig up and repair a water line to a house on West 6th Street and West 1st Avenue.
5. Brandon is due for a \$3/hr. raise for completing his testing in the wastewater field, then he must complete one more test to become fully certified on the water side.
6. Letter from DANR attached.
7. Airport project is coming along very well and should be ready for asphalt the second week of August.
8. Next Airport Construction meeting is Thursday, August 5th at 1:00 p.m.
9. Next Phase 3 meeting is Tuesday, August 3rd at 10:00 a.m.

Electric Department Report

1. Locates and meter reads.
2. Worked on south sub, needed some maintenance.
3. Worked on demoing old sub.
4. Unhooked and relocated lines at Airport.
5. Trying to stay ahead of weeds at subs.
6. Fixing lines that have been hit by contractors.

Finance Office Report

1. Sales Tax is up! *See attached report.*
2. Budget prep is in full swing. Finance committee will meet soon to put it all together. We will need a special meeting to review the budget.
3. Time to get very serious about our Medical Cannabis ordinances. They must be in effect by October 4, 2021, for dispensaries.

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 \$73,786.60	\$36,965.09 \$76,131.05	\$6,250.00
August			\$6,250.00
September			\$6,250.00
October			\$6,250.00
November			\$6,250.00
December			\$6,250.00
Total	\$529,896.81	\$489,727.32	8.20%
	up/down from last year		\$40,169.49

Gross Receipts Tax - Split

Fund 211

Current Year			
Month	Total	City 20%	OHED 80%
JAN	\$2,485.13	\$497.03	\$1,988.10
	\$3,097.69	\$619.54	\$2,478.15
FEB	\$234.13	\$46.83	\$187.30
	\$1,691.35	\$338.27	\$1,353.08
MAR	\$1,236.26	\$247.25	\$989.01
	\$1,232.80	\$246.56	\$986.24
APR	\$1,290.47	\$258.09	\$1,032.38
	\$3,227.52	\$645.50	\$2,582.02
MAY	\$0.00	\$0.00	\$0.00
	\$2,727.91	\$545.58	\$2,182.33
JUN	\$667.65	\$133.53	\$534.12
	\$653.71	\$130.74	\$522.97
JUL	\$4,377.18	\$875.44	\$3,501.74
	\$3,679.88	\$735.98	\$2,943.90
AUG		\$0.00	\$0.00
		\$0.00	\$0.00
SEP		\$0.00	\$0.00
		\$0.00	\$0.00
OCT		\$0.00	\$0.00
		\$0.00	\$0.00
NOV		\$0.00	\$0.00
		\$0.00	\$0.00
DEC		\$0.00	\$0.00
		\$0.00	\$0.00
	\$26,601.68	\$5,320.34	\$21,281.34

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

\$3,391.21

average/month

up/down from previous year		
Total	3,035.34	12.88%
City	607.07	12.88%
OHED	2,428.27	12.88%

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

OHED 80%

Check #

Check Date

JUL 3,501.74

JUL 2,943.90

\$6,445.64

Agreement Number _____

STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION
DIVISION OF SECRETARIAT
OFFICE OF AIR, RAIL, AND TRANSIT
AGREEMENT FOR PROJECT NO. 3-46-0035-012-2021

This Agreement is made and entered into by and between the State of South Dakota, acting by and through its Department of Transportation, referred to in this Agreement as the "STATE," and the city of Rapid, South Dakota, referred to in this Agreement as the "SPONSOR."

BACKGROUND:

- A. On December 27, 2020, the President of the United States signed the Coronavirus Response and Relief Appropriation Act (CRRSAA) (P.L. 116, Public Law 116-260) into law. CRRSAA provides approximately \$2 billion in funding to be awarded as economic relief to eligible U.S. airports and eligible concessions at those airports to prevent, prepare for, and respond to the coronavirus disease 2019 (COVID-19) public health emergency.
 - B. To distribute these funds, the Federal Aviation Administration (FAA) has established the Airport Coronavirus Response Grant Program (ACRGP). These funds will provide economic relief to airports around the country affected by the COVID-19 public health emergency. CRRSAA funding will be allocated to pay for the required ten percent (10%) match on the FAA funds under this agreement, with no local match required from SPONSOR, and will be available for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport and other services payments. FAA funding will be utilized to pay up to ninety percent (90%) of the remaining eligible Project costs.
 - C. Grants for operating expenses may not include any activities prior to January 20, 2020.
 - D. The STATE and the SPONSOR have entered into an agency agreement for the purpose of operation for, and response to the COVID-19 pandemic and establishing, constructing, and maintaining an airport on a portion of Section One and Twelve (1, 12) of Township One Hundred Twelve North (12N), Range Sixty-Eight West (68W) of the Fifth Prime Meridian (5P), Hand County, South Dakota referred to in this Agreement as the "Airport."
 - E. The SPONSOR proposes the development of the Airport will consist of the following described items, referred to in this Agreement as the "Project":
 - Reconstruct Taxiway (approximately 505 asphalt), Extend Taxiway (approximately 900 asphalt)
 - F. The total estimated cost of the Project is shown on the Engineer's Estimate, entitled "Summary of Project Costs," attached to this Agreement as EXHIBIT A.
 - G. FAA designated eligible costs which may include prevention of, preparation for, and response to the COVID-19 pandemic items maintenance, and development expenses for which CRRSAA funding may be lawfully used.
- NOW, THEREFORE, in consideration of these facts and the mutual covenants contained in this Agreement, the Parties agree as follows:

Section 1. Payment

Furnish to and for the purposes of carrying out the provisions of South Dakota Codified Law (SDCL) § 50-7-15, the STATE will reimburse the SPONSOR with allocated funds from a combination of FAA funding and CRRSAA funding for one hundred percent (100%) of eligible Project costs, not to exceed Seven Hundred Forty Two Thousand, Seven Hundred and Seventy Seven Dollars and No Cents (\$742,777.00). The STATE will determine eligible costs at the same manner as for the Federal Aviation Administration (FAA) Grant Agreement Project Number 3-46-0035-012-2021. The STATE will make progress payments to the SPONSOR up to ninety percent (90%) of the eligible Project costs listed in this section. Once the eligible Project costs have reached 80% of the approved maximum funding amount listed in this section, the STATE will withhold the remaining ten percent (10%) of eligible Project costs until the FAA has approved the Quality Closeout Report. The STATE will pay the remaining 10% of the eligible Project costs to the SPONSOR upon notification of the FAA's approval of the Quality Closeout Report. The SPONSOR will be one hundred percent (100%) responsible for any Project costs that are not eligible for reimbursement and any costs which exceed Seven Hundred and Seventy Seven Dollars and No Cents (\$742,777.00).

Section 2. Termination

1. For Convenience: The STATE may, with the concurrence of the SPONSOR, terminate and cancel this Agreement from both parties agree, in writing, that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds.
 2. For Cause: The STATE may, by written notice to the SPONSOR, terminate the Project and cancel this Agreement for any of the following reasons:
 - (a) The SPONSOR takes any action pertaining to the Agreement without the STATE'S approval when, under the terms of the Agreement, the STATE'S approval is required.
 - (b) The non-payment, prosecution, or timely completion of the Project by the SPONSOR is, for any reason, rendered impracticable, impossible, or illegal.
 - (c) The SPONSOR is default under any provision of this Agreement.
- Section 3. SPONSOR Assurances**
1. The SPONSOR will operate the Airport as such for the use and benefit of the public. The SPONSOR will operate and maintain the Airport as a public use facility for a minimum of twenty (20) years from the date of the Agreement.
 2. The SPONSOR will not exercise, grant, or permit any exclusive right for the use of the Airport. This provision will not be construed to prohibit the granting or exercising of an exclusive right for the furnishing of non-airport products and supplies or any services of a non-commercial nature.
 3. The SPONSOR will suitably cover and maintain the Airport and all facilities on or connected with which are necessary for airport purposes. The SPONSOR will not allow liabilities on Airport property which would interfere with the SPONSOR'S use for aeronautical purposes in a safe manner. Essential facilities, including night lighting systems, when required, will be located in such a manner as to assure their availability to all users of the Airport.
 4. Insofar as is within the SPONSOR'S powers, the SPONSOR will prevent the use of any land either within or outside the boundaries of the Airport in any manner, including construction, which would create a hazard to the landing, taking-off, or maneuvering of aircraft at the Airport or otherwise limit the usefulness of the Airport. The SPONSOR will notify the STATE as soon as any information is known which may cause or create such hazards to the Airport.

5. The SPONSOR will not enter into any transaction which would operate to deprive the SPONSOR of any of the rights and powers necessary to perform any or all of the covenants made in this Agreement, unless by such transaction the obligation to perform all such covenants is assumed by another public agency. If an arrangement is made for management or operation of Airport by an agency or person other than the SPONSOR or an employee of the SPONSOR, the SPONSOR will reserve sufficient powers and authority to ensure that the Airport will be operated and maintained in accordance with these covenants.

Section 4. Special Conditions

1. As may be applicable, the "Conditions" and "Assurances" contained in the Airport Improvement Program (AIP) Grant Agreement for Project No. 3-46-0035-07-21-2021 are included in and incorporated into this Agreement by reference.
2. Either party for this Agreement will be as indicated in the AIP Grant as determined by the FAA.
3. The SPONSOR will include provisions in its subcontracts, relating its subcontractors to comply with the applicable provisions of this Agreement, to indemnify the STATE, and to provide insurance coverage for the benefit of the STATE in a manner consistent with this Agreement. The SPONSOR will cause its subcontractors, agents, and employees to comply with applicable federal, state and local laws, regulations, ordinances, judgments, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance. Failure to comply with federal requirements related to right-of-way, environmental clearances, utilities, contract provisions, and the bid letting process could jeopardize future federal funding.
4. The SPONSOR will pay subcontractors or suppliers within fifteen (15) days of receiving payment for work that is submitted for progress payment by the STATE. If the SPONSOR withholds payment beyond the time period, the SPONSOR will submit written justification to the STATE. If it is determined that a subcontractor or supplier has not received payment without just cause, the STATE may withhold future estimated payments or may direct the SPONSOR to make such payment to the subcontractor or supplier.
5. The SPONSOR must submit any proposed change affecting the Project to the STATE, in writing, for the STATE'S approval prior to any change.
6. This Agreement may not be removed, except in writing, which writing will be expressly identified as a part of this Agreement and be signed by an authorized representative of each of the parties to this Agreement.
7. The SPONSOR will maintain an accurate cost accounting system for all costs incurred under this Agreement with costs clearly identified with activities performed under this Agreement. All Project charges will be subject to audit in accordance with the STATE'S current procedures and 2 CFR Part 200.
8. Upon reasonable notice, the SPONSOR will allow the STATE or U.S. Department of Transportation representatives to examine all records of the SPONSOR related to the Agreement during the SPONSOR'S normal business hours. The SPONSOR will keep all such records for a period of three (3) years after the date of final payment by the STATE under this Agreement and all other pending matters are closed.
9. If the SPONSOR expends Seven Hundred Fifty Thousand Dollars (\$750,000.00) or more in federal funds during any SPONSOR fiscal year covered in whole or in part under this Agreement, the SPONSOR will be subject to the single agency audit requirements under the U.S. Office of Management and Budget (OMB) regulations, found at 2 CFR Part 200 subpart F. If the SPONSOR expends less than Seven Hundred Fifty Thousand Dollars (\$750,000.00) in federal funds during any SPONSOR fiscal year, the STATE may perform a more limited program or performance audit related

to the completion of Agreement objectives, the allowable of services or costs and adherence to Agreement provisions.

10. This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, the Agreement may be terminated by the STATE. Termination for any of these reasons is not a default by the STATE nor does it give rise to a claim against the STATE.

11. The SPONSOR will provide services in compliance with the American with Disabilities Act of 1990 and any amendments.

12. The SPONSOR certifies the SPONSOR has a conflict of interest policy and enforces said policy.

13. The SPONSOR certifies, to the best of the SPONSOR'S knowledge and belief, that no federal appropriated funds have been paid or will be paid, by or on behalf of the SPONSOR, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan or cooperative agreement; if any funds other than federal appropriated funds have been paid or will be paid to any of the above mentioned parties, the SPONSOR will complete and submit Standard Form 111, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The SPONSOR will require that the language of this certification be included in the award documents for all subawards at all times (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements), and that all subrecipients will certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction required by section 1352, title 31, U.S. Code. Any person who fails to file the required certification will be subject to civil penalties of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

14. The SPONSOR certifies, by signing this Agreement, that neither the SPONSOR nor the SPONSOR'S principals are presently debarrred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency.

15. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2008, and DOT Order 3392.18, Text Messaging While Driving, December 30, 2009, the SPONSOR is encouraged to:

- A. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while driving when performing any work for or on behalf of the federal government, including work relating to a grant or subgrant.
- B. Conduct workplace safety activities in a manner commensurate with the size of the business, such as:
 1. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 2. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

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SPN & ASSOCIATES

ENGINEERS & SURVEYORS

INVOICE

CITY OF MILLER
120 WEST 2ND
MILLER, SD 57362

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

Invoice Date Jul 27, 2021	Invoice Month 24262
Billing Through Jul 24, 2021	

Continue work to close out project and other project coordination
Billing period: 6/27/2021 thru 7/24/2021

Project ID	Project Name	Contract Amount	% Complete	Previously Billed	Amount Due
M14942-03WV	MILLER WASTE/WATER TREATMENT - CONST ADMIN	\$108,800.00	97.00	\$107,908.00	\$1,083.50

Total Amount Due \$1,083.50
This invoice is due upon receipt

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.

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 July, 2021
Schmucker, Paul, Mohr & Associates
Paul Mohr
Signed

SPN & ASSOCIATES

ENGINEERS & SURVEYORS

INVOICE

CITY OF MILLER
120 WEST 2ND
MILLER, SD 57362

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

Invoice Date Jul 27, 2021	Invoice Month 24262
Billing Through Jul 24, 2021	

Continue work to close out project and other project coordination
Billing period: 6/27/2021 thru 7/24/2021

Project ID	Project Name	Contract Amount	% Complete	Previously Billed	Amount Due
M14942-03WV	MILLER WASTE/WATER TREATMENT - CONST ADMIN	\$94,000.00	97.00	\$90,240.00	\$3,760.00

Total Amount Due \$3,760.00
This invoice is due upon receipt

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.

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 July, 2021
Schmucker, Paul, Mohr & Associates
Paul Mohr
Signed

SPN & ASSOCIATES

ENGINEERS & SURVEYORS

INVOICE

TO: CITY OF MILLER
120 WEST 2ND
MILLER, SD 57352

RE: M1E318-28W
MILLER PHASE II CONST - RFR - WATER

Invoice Date	Invoice No.
Jul 27, 2021	24242
Billing Through	
Jul 24, 2021	

W9:SPN-ASSOC-2021

Schnucker, Paul, Nohr and Associates
2100 North Sanborn Blvd - PO Box 398
Mitchell, SD 57301-0398
Phone (605) 996-7761
Fax (605) 996-4013

Construction observation and testing.
Billing period 6/27/2020 thru 7/24/2021

TECHNOICIAN	HOURS	RATE	AMOUNT
	105.75	\$115.00	\$12,161.25
Total Service Amount:			\$12,161.25
LOGGING			\$118.34
MILLER'S	673.00 @	\$0.45	\$302.25
MEALS			\$336.60
Total Expenses:			\$1,159.94
Amount Due This Invoice:			\$13,321.15
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 July, 2021

Schnucker, Paul, Nohr and 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

ENGINEERS & SURVEYORS

INVOICE

CITY OF MILLER
120 WEST 2ND
MILLER, SD 57352

Invoice Date	Invoice No.
Jul 27, 2021	24243
Billing Through	
Jul 24, 2021	

W9:SPN-ASSOC-2021

Schnucker, Paul, Nohr and Associates
2100 North Sanborn Blvd - PO Box 398
Mitchell, SD 57301-0398
Phone (605) 996-7761
Fax (605) 996-4013

Prepare pay request, prep and conduct construction meeting, site visit, construction staking, shop drawing review, and other project coordination.
Billing period 6/27/2021 thru 7/24/2021

Project ID	Project Name	Contract Amount	% Complete	Previous Due	Amount Due
M1S18285W	MILLER PHASE II CONST - RFR - WATER	\$116,598.00	21.60	\$24,270.00	\$3,495.00
Total Amount Due					\$3,495.00
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 July, 2021

Schnucker, Paul, Nohr and 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

ENGINEERS & SURVEYORS

INVOICE

CITY OF MILLER
120 WEST 2ND
MILLER, SD 57332

Schmucker, Paul, Nohr and Associates
2100 North Sardinia Blvd - PO Box 498
Mitchell, SD 57301-0398

Phone (605) 996-7761
Fax (605) 996-0013
www.spn-assoc.com

Invoice Date Jul 27, 2021	Invoice Number 24284
Billing Through Jul 24, 2021	

Prepare pay request, prep and conduct construction meeting, site visits, construction tracking, and other project coordination.
Billing period 6/27/2021 thru 7/24/2021

Project ID	Project Name	Contract Amount	% Complete	Previously Billed	Amount Due
M45318053W	MILLER PHASE III CONST ADMIN - WATER	\$71,300.00	25.00	\$19,725.00	\$3,575.00

Total Amount Due \$3,575.00
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 July, 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

ENGINEERS & SURVEYORS

INVOICE

CITY OF MILLER
120 WEST 2ND
MILLER, SD 57332

Schmucker, Paul, Nohr and Associates
2100 North Sardinia Blvd - PO Box 398
Mitchell, SD 57301-0398

Phone (605) 996-7761
Fax (605) 996-0013
www.spn-assoc.com

Invoice Date Jul 27, 2021	Invoice Number 24285
Billing Through Jul 24, 2021	

Prepare pay request, prep and conduct construction meeting, site visits, and other project coordination.
Billing period 6/27/2021 thru 7/24/2021

Project ID	Project Name	Contract Amount	% Complete	Previously Billed	Amount Due
M45318053B	MILLER PHASE III CONST ADMIN - STORM WATER	\$64,100.00	42.00	\$17,440.00	\$867.00

Total Amount Due \$867.00
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 July, 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

ENGINEERS & SURVEYORS

INVOICE

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

RE: M63182BWW
MILLER PHASE III RPR - WASTE WATER

Construction observation and testing.
Billing period 6/27/2021 thru 7/24/2021

Schnucker, Paul, Nohr and Associates
2100 North Saticum Blvd - PO Box 398
Mitchell SD 57301-0598

Phone (605) 996-7761
Fax (605) 996-0015
937W-56C-5850-0001

Invoice Date	Invoice Hour
Jul 27, 2021	14216
Billing Through	
Jul 24, 2021	

Project	Rate	Amount
TECHNICAL E	97.50	\$11,212.50
Total Service Amount: \$11,212.50		
EXPENSES:		
LODGING		\$592.96
MILEAGE		\$210.00
MEALS	468.00 @ \$0.45	\$210.60
Total Expenses:		\$1,013.56
Amount Due This Invoice:		\$12,226.06

This invoice is due upon receipt.

VERIFICATION OF CLAIM

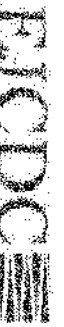
I declare and affirm under the penalties of perjury that this claim has been examined by me, and to the best of my knowledge and belief, is in all things true and correct.

Dated this 21 day of July, 2021

Schnucker, Paul, Nohr and 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.



ENGINEERS' JUNE CONTRACT
DOCUMENTS COMMITTEE

Contractor's Application For Payment No. 25

To (Owner): City of Miller	Application Period: July 1, 2021 TO July 27, 2021	From (Contractor): Dahme Construction Co	Application Date: July 27, 2021	Via (Engineer): SPN & Associates
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	\$ 458,652.40		
Six	\$ 103,711.51		
TOTALS	\$ 1,023,800.77	\$ -	
NET CHANGE BY CHANGE ORDERS	\$ 1,023,800.77		

CONTRACTOR'S CERTIFICATION

The undersigned Contractor certifies, to the best of its knowledge, the following:
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate 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.....	\$ 1,023,800.77
3. Current Contract Price (Line 1 ± 2).....	\$ 5,392,762.760
4 a. Total Completed to Date.....	\$ 5,392,762.76
b. Total Material Remaining in Storage.....	\$ 17,000.00
c. Value of Non-Conforming Work.....	\$ 5,375,762.76
d. (Total Value of Work completed and Material Stored to Date).....	\$ 5,375,762.76
5. RETAINAGE:	
a. $\frac{5}{100} \times \$ 5,375,762.76$ Work & Materials.....	\$ 268,788.14
b. $\frac{5}{100} \times \$ 341,389.51$ Work & Materials.....	\$ 17,069.48
c. Total Retainage (Line 5a + Line 5b).....	\$ 285,857.62
6. AMOUNT ELIGIBLE TO DATE (Line 4d - Line 5c).....	\$ 5,073,215.92
7. PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ 302,546.84
8. AMOUNT DUE THIS APPLICATION.....	\$ 17,000.00
9. BALANCE TO FINISH, PLUS RETAINAGE (Total Contract Price Less Line 5c above).....	\$ 17,000.00

Payment of: \$ 302,546.84

(Line 8 or other attach explanation of other amount)

is recommended by: _____ (Engineer) (Date)

Payment of: \$ 302,546.84

(Line 8 or other attach explanation of other amount)

is approved by: _____ (Owner) (Date)

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

APPLICATION FOR PAYMENT

Approved Change Orders

NET CHANGE BY
CHANGE ORDERS \$ (296.57)

This undersigned Contractor certifies, to the best of his knowledge, the following:

By _____	Date _____
----------	------------

10. CITY DEDUCTION FOR BILLING OF WATER (This Period).....	\$
--	----

Payment of:	\$	128,980.13
(Line 8 or other explanation if other amount)		

Recommended by

 (Engineer)

 (Date)

Payment of:	\$	128,980.13
(Line 5 or other—attach explanation of other amount)		

Figure	Model	Model
Figure 1	(OAR)E ¹	(DAR)

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

Quality
On Tap!

MID DAKOTA
RURAL WATER SYSTEM

BOARD OF DIRECTORS July 15, 2021

RICK BENSON

Wolsey
Rural 5

LESLIE BROWN
Harold
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 RASCHKE
Huron
Municipal

STEVE ROBBENOLT
Gettysburg
Rural 1

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

PH: 605-853-3150
TF: 1-800-439-3079
FX: 605-853-3245

www.mdrws.com
office@mdrws.com

Scott Gross
General Manager/CEO

City of Miller
120 W 2nd St
Miller, SD 57362

Re: Mid-Dakota Rural Water
2022 Water Rate Adjustments

Mid-Dakota water rates for Municipal and other Special Class I & II (Bulk) Users will be adjusted at the start of our next fiscal year (FY 2022), beginning **January 1, 2022**. The following rate adjustments will be implemented:

Class I & II Rates:

Charge	2021 Current rate	2022 Adjusted rate	Change
Minimum bill	\$16.40 per gpm per mo.	\$16.40 per gpm. per mo.	\$0.00
Demand charge	\$25.00 per gpm. per mo.	\$26.00 per gpm. per mo.	\$1.00
Water flow charge	\$ 0.55 per 1,000 gallons	\$ 0.57 per 1,000 gallons	\$0.02

The exact impact of your rate adjustment in terms of dollar amount and percentage will depend upon your contracted amount (expressed in gallons per minutes (GPM) in your Water Purchase Agreement) and how much water you use in relation to that capacity.

The Mid-Dakota board feels it is prudent to inform our customers of this adjustment at the earliest time possible, so that you have the ability to plan and adjust your expenses and budgets accordingly.

If you have any questions, you may call Mid-Dakota at 1-800-439-3079.

Sincerely,

MID-DAKOTA RURAL WATER SYSTEM, INC.

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"



**DEPARTMENT of AGRICULTURE
and NATURAL RESOURCES**

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

FOR IMMEDIATE RELEASE: July 21, 2021

FOR MORE INFORMATION: Mark Mayer, (605) 773-3754

DANR RECOGNIZES CITY OF MILLER FOR DRINKING WATER COMPLIANCE

PIERRE - The South Dakota Department of Agriculture and Natural Resources (DANR) announced today that the City of Miller public water system and the system's operation specialists have been awarded a Drinking Water Certificate of Achievement Award.

"We cannot live without access to safe and reliable drinking water, " said DANR Secretary Hunter Roberts. "This award is a testament to the hard work and dedication of South Dakota's drinking water system operators and their efforts to ensure their customers have access to clean drinking water."

The system's operation specialist is Terry Manning.

To qualify for the Drinking Water Certification of Achievement Award, public water systems and their system operations specialists had to meet all of the compliance monitoring and reporting requirements, drinking water standards, and certification requirements for 2020.



Election Notice

SDML WORKERS' COMPENSATION FUND

NOTICE OF BOARD OF TRUSTEES ELECTION

WEDNESDAY, OCTOBER 6, 2021

SPEARFISH HOLIDAY INN AND CONVENTION CENTER, SPEARFISH, SD

The SDML Workers' Compensation Fund Board of Trustees election will be held Wednesday, October 6, 2021, at the annual membership meeting during the SDML Annual Conference in Spearfish, SD.

Two city seats are up for election. The positions are currently held by:

- Jodi Mathis, Human Resource Director, Spearfish
- Brittany Smith, City Administrator, Philip

If you are interested in a position on the SDML Workers' Compensation Fund or would like to nominate someone who is a Member of the SDML Workers' Comp Fund and is either an elected or appointed official, please send a letter of application by the deadline date of September 6, 2021 to:

Sandi Larson
SDML Director of Risk Sharing Services
208 Island Drive
Ft. Pierre, South Dakota 57532
Phone: 1-800-658-3633
E-mail: sandi@sdrnunicipalleague.org

Positions on the Board of Trustees are for three years and the successful candidates will be seated on January 1, 2022. All nominations for the election will be forwarded to the Nominating Committee.



Election Notice

The South Dakota Public Assurance Alliance (SDPAA) Board of Directors election will be held Wednesday, October 6, 2021, at the SDPAA Annual Membership meeting during the SDML Annual Conference in Spearfish, SD. The election shall be determined by a majority of those SDPAA Member entities present and voting with each Member entity having one vote. Election winners will be seated on the Board of Directors starting January 1, 2022 to serve a three year term. A copy of the Board of Directors Election Policy Resolution is available upon request.

If you are interested in a position on the SDPAA Board of Directors, you must meet the following qualifications:

Article V -- Paragraph 2 - Qualifications of Members of the Board.

Members of the Board shall be either:

- a. Elected officials of an Alliance Member, provided the governing Board of the Member in question has supported their appointment or candidacy by Resolution; or
- b. Representatives, employees or appointed officials of an Alliance Member, provided the governing Board of the Member in question has supported their appointment or candidacy by Resolution.

SDPAA Board of Directors positions up for election are currently held by:

- Mike Wiese, Brown County Commissioner, Aberdeen
- Jim Borszich, President and CEO, Greater Huron Development Corp., retired, Huron
- Bill O'Toole, Director of Human Resources, Sioux Falls

Please send a letter of application and supporting Resolution by the deadline date of August 31, 2021 to:

Lisa Nold, SDML Administrative Coordinator
208 Island Drive
Ft. Pierre, South Dakota 57532
Phone: 1-800-658-3633
Email: Lisa@sdmunicipalleague.org

All applications will be forwarded to the SDPAA Nominating Committee.

Miller Civic and Commerce

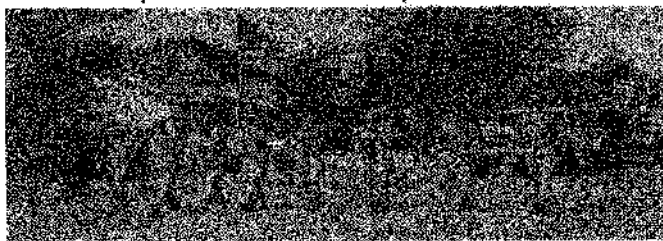
Happenings

January - July

- Reports of successful winter crazy days
- The board decided to forgo the Annual Administrative Professionals Day; Maybe your organization wants to take over this celebration and has some new and fresh ideas, we would gladly aide in the marketing and sponsorships!
- Easter traditional egg hunt fun was held. This year we brought back the "Golden Egg" and hope to continue this tradition. Congratulations to Shirley Peck for finding the Golden Egg!



- Fourth of July Parade and Park activity fun



- Thank you to all that participated!! Wonderful parade and great attendance and participation!
- Sierra Briggs--Blush Beauty Best Theme
- Dan Coss -- Coss Agency Most Patriotic
- Sno Goers--Most Creative

Thank you to everyone involved that made the Park fun a success! Hope to see you all next year and we are always looking for new/additional activities and any input and help is always encouraged!

- Annual summer crazy days--lots of businesses were crazy from Tuesday through Saturday!
 - We are looking to expand the fun of crazy days and would really love to see our local businesses get more involved in this event vs. just from the sales aspect. This used to be a time for our community with many games and prizes and brought many people to main street. Let's brainstorm and work together to find more ways to bring people to our amazing Main Street--look for a Crazy Days brainstorming meeting/survey

Remember to let us know if you have anything to advertise on our Facebook page we will share, share, share!

Miller Civic and Commerce Happenings



August-December

- Back to school/Extra Curricular Activities begin (think of ways to get your business "out there" and advertise supplies that may be needed that you have in stock).
 - Central Plains Arts Council is looking for people to audition for their production of "Annie"---Does your business have an employee that you know fits the bill for this or maybe your business has supplies or things that may be needed for the production and set up?
 - Friendship Center is hosting a Mollie B concert on August 30th

September---set the date for our annual "Smoke on the Prairie" event on the 18th!

Do you know someone or maybe you have a knack of cooking the best ribs! Contact the C&C and get signed up! If you just love ribs, come on out and get your taste buds ready! Fun for the whole family!

October --Ready for hunting season Pheasant Release sponsored by Miller C&C and On Hand

Economic Development

Halloween---look for school announcements for their Halloween Carnival

November 19th ---Sip and Shop sponsored by the Miller Civic and Commerce

**this is an event in the works be on the lookout for more information

November 27th --Small Business Saturday, goodies and giveaways from the OHED

Christmas On The Prairie

Christmas on the Prairie December 2nd & Crystal Park Light Show Debating on December 3

**looking to expand the light show does your business want to sponsor and add an addition to the light show, all sponsors will be listed in the advertising and has a say in what the addition will look like; we want this show to continue expansion throughout the park let us know ASAP if so, we are ordering lights soon and must have them ordered in the next month or so to get them in time! If you would like to be a part of the planning to help in any capacity or have any ideas to make our Annual Christmas on the prairie a bigger success let us know! Let's spread cheer for all --give them something to talk about and schedule for their family to come and enjoy 🍷🍷

Remember to let us know if you have anything to advertise on our Facebook page we will share, share, share!