

**AGENDA
CITY OF MILLER
TUESDAY, SEPTEMBER 6, 2022
7:00 P.M.**

The City of Miller is an equal opportunity employer.

**Call to Order
Pledge of Allegiance**

**Approval of Agenda
Approval of Minutespgs. 1 - 5**

Public Input

Department Head Reports.....pgs. 6 - 10

Unfinished Business

1. Safe Route to School -- Set Public Hearing

New Business

1. Shawn McFarlane -- Special Meeting Refund
2. John Dunlop -- Golf Course Lake Fishing Dock
3. Hire Floater Position
4. Water/Wastewater Project:
 - a. SPN Invoices -- Ph. III Invoices 26827-26832 Total: \$51,934.95..... pgs. 11 - 13
 - b. YLC Olson Const., LLC Payment No. 17 \$328,045.63pg. 14
5. SPN Agreement for East 4th Street Improvements..... pgs. 15 - 18
6. DANR Discharge Permit - Airport.....pg. 19
7. Alderman Swartz -- Resignation -- Ward I Alderman
8. Appoint Vice President
9. SDMI Fall Conference October 4-7..... pgs. 20 - 23

Approval of Bills

Adjourn



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

**CITY OF MILLER
CITY COUNCIL MEETING
AUGUST 15, 2022**

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, August 15, 2022.

MEMBERS PRESENT: Aldermen: Jim Odegaard, Jeff Swartz, Mike Wetz, Joe Zeller, and Alderwomen Susan Hargens and Tammy Lichty. Mayor Ron Blachford was present via phone.

CALL TO ORDER: President Swartz called the meeting to order.

Pledge of Allegiance was said by all present.

AGENDA: Motion by Alderman Odegaard, seconded by Alderman Zeller to approve the agenda as amended. All members voted aye. Motion carried.

MINUTES: Motion by Alderman Wetz, seconded by Alderwoman Lichty to approve the minutes for the regular meeting held on August 1, 2022. All members voted aye. Motion carried.

PUBLIC INPUT: Mike Beaner stated that he had met with the utility committee and Camden Hofer, SPN, a year ago regarding our housing development ordinances, specifically Ordinance #674. The city cannot currently follow the ordinance due to lack of employee time and financial resources. The ordinance will be referred to the utility committee for immediate review.

UNFINISHED BUSINESS

2nd Reading of Ordinance #733: Motion by Alderman Odegaard, seconded by Alderman Wetz to approve the second reading of Ordinance #733 -- Fire Hydrant Meter. Roll call vote: Alderwoman Hargens -- aye, Alderwoman Lichty -- aye, Alderman Wetz -- aye, Alderman Odegaard -- aye, Alderman Zeller -- aye, Alderman Swartz -- aye. Motion carried.

2nd Reading of Ordinance #734: Motion by Alderwoman Hargens, seconded by Alderman Zeller to approve the second reading of Ordinance #734 -- Fee Schedule. Roll call vote: Alderman Zeller -- aye, Alderman Odegaard -- aye, Alderwoman Hargens -- aye, Alderwoman Lichty -- aye, Alderman Wetz -- aye, Alderman Swartz -- aye. Motion carried.

NEW BUSINESS

Swimming Pool Overview/Prices/Refunds: Sheila Coss read pool manager, Sydney Jessen's 2022 pool overview. The pool had a very good year. It was open June 8 - August 13, there were a total of 4,804 swimmers, 60 private lessons, 186 regular swim lessons, 179 for water aerobics, and 104 for lap swim. The pool revenue for 2022 was \$20,939.56, \$700.00 over 2021.

Phase III Paving 2022 or 2023: Motion by Alderman Odegaard, seconded by Alderwoman Lichty to table this matter until September 6, 2022. All members voted aye. Motion carried.

Delta Dental: Motion by Alderwoman Lichty, seconded by Alderwoman Hargens to approve the addition of orthodontics coverage to our Delta Dental policy. All members voted aye. Motion carried.

Resolution 2022-12: Motion by Alderman Swartz, seconded by Alderwoman Lichty to approve Resolution 2022-12 -- Phase III Alternative Signature as amended. All members voted aye. Motion carried.

Resolution 2022-13: Motion by Alderwoman Hargens, seconded by Alderman Odegaard to approve Resolution 2022-13 -- On Hand Housing. All members voted aye. Motion carried.

KBA Corrective Action Plan: Motion by Alderman Swartz, seconded by Alderman Odegaard to approve Mayor Blachford's corrective action plan for the KBA audit. All members voted aye. Motion carried.

KBA Representation Letter: KBA Representation letter was presented to the council for review.

Special Meeting: There will be a special meeting held on August 22nd for a liquor license transfer.

Special Event Liquor License: Motion by Alderwoman Lichty, seconded by Alderman Wetz to approve the special event liquor licenses for Willie's Bar & Grill to serve alcohol at the community center on September 10th and September 24th. All members voted aye. Motion carried.

Countywide Law Enforcement: Alderman Odgaard stated that the Public Safety committee has been gathering information pertaining to countywide law enforcement. Mayor Blachford stated that we want the public aware that this topic is being worked on, but there is a mountain of work that needs to be done before a decision can be made. Gale Auch asked who is pushing this topic. He stated that Miller residents should not have to pay any more towards countywide law enforcement than other county residents. Tony Rangel requested that the matter be brought to the public for vote. Alderwoman Hargens stated that they want to do what is best for the city with the same protection. Will Page has done a lot with the city police and sheriff as a pastor, president of the ministerial association, and as a private citizen. He feels that this issue was started with a complaint that should be dealt with as quickly as possible. We have a good situation right now, and it will cost almost the same to have the same coverage. Alderman Zeller stated that there is a lot more to look at before we can even meet with the public. This topic was referred to the committee for further research.

Building Permits: Motion by Alderman Odgaard, seconded by Alderman Wetz to approve the following building permits: Paul & Rhonda Jorgensen - replace steps, Shawn Slunecka - fence, Cindy Gilbertson - remove shed, Gene Labor - add onto deck. 5 members voted aye, Alderman Zeller abstained. Motion carried.

Approval of the Bills: Motion by Alderwoman Lichty, seconded by Alderwoman Hargens to approve the bills along with the July 2022 credit card payments. All members voted aye. Motion carried.

EXECUTIVE SESSION: Motion by Alderman Zeller, seconded by Alderman Wetz to go into executive session for personnel matters pursuant to SDCL 1-25-2(1) at 8:08 p.m. All members voted aye. Motion carried. The council came out of executive session at 10:20 p.m. The Public Safety committee will come up with an On Call Policy for the police department.

Motion by Alderman Zeller, seconded by Alderman Wetz to adjourn the meeting. There being no further business, the meeting was adjourned at 10:22 p.m. All members voted aye. Motion carried.

Jeff Swartz, President

Sheila Coss, Finance Officer

LEGAL NOTICE OF RECEIPT

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Bills August 2022 (2)

A & B Business	Supplies	207.91
A-Ox Welding	Supplies	19.90
American Solutions	Supplies	174.82
City Of Lake Preston	Streetlights	200.00
Civic Plus	Prof Fees	995.00
Cowboy Country Stores	Fuel	1,994.74
DGR Engineering	Prof Fees	476.00
Forte	Prof Fees	288.00
Fulton Fencing	Fence Repairs	14,669.11
Graham, Dustin	Reimb	14.00
HCPD	Power	19,610.60
Huber, Annie	Refund	120.00
Kessler's	Supplies	96.78
Larry's Repair	Repairs	160.00
Letsche, Devin	Reimb	14.00
Lyle Signs	Signs	265.64
Mastercard	Supplies (Jul-Aug)	70,477.96
Miller Ace	Supplies	810.95
Miller Concrete	Concrete	121.25
Napa Central	Parts	151.46
Northwest Pipe	Supplies	273.30
Oakley Farm & Ranch	Supplies	30.25
OHED	Industry	6,750.00
Petty Cash	Reimb	33.58
Prairie Wind Promotions	Supplies	43.32
Prairieland Collections	Prof Fees	176.83
Rural Development	Loans	16,403.00
SD DOR	Sales Tax	7,278.06
Sturdevant's	Supplies	165.84
Tony's Repair	Repairs	55.70
WAPA	Power	37,766.85
Wesco	Supplies	14,030.00
	Accounts Payable Total	<u>\$193,874.85</u>

Payroll Salary plus

Benefits by Department:			
Department	8/11/2022 & 8/18/2022		Total
	w/o OT	OT	
41402 FINANCE OFFICE	3,149.40	0.00	3,149.40
42103 POLICE	9,710.09	2,951.78	12,661.87
43101 STREET	6,357.95	392.97	6,750.92
43201 SEWER	5,807.46	789.84	6,597.30
43305 WATER	5,807.37	789.83	6,597.20
43403 ELECTRIC	9,188.50	527.58	9,716.08
45101 BALLPARK	419.84	0.00	419.84
45103 POOL	7,880.18	0.00	7,880.18
	<u>\$48,320.79</u>	<u>\$5,452.00</u>	<u>\$53,772.79</u>

**CITY OF MILLER
CITY COUNCIL MEETING
AUGUST 22, 2022**

The City of Miller is an equal opportunity employer.

The City Council met in special session at city hall at 7:00 p.m. on Monday, August 22, 2022.

MEMBERS PRESENT: Aldermen: Mike Wetz, Jim Odegaard, Jeff Swartz, Joe Zeller, and Alderwomen Susan Hargens, Tammy Lichty. Absent: Mayor Ron Blachford.

CALL TO ORDER: President Swartz called the meeting to order.

Pledge of Allegiance was said by all present.

AGENDA: Motion by Alderman Odegaard, seconded by Alderman Zeller to approve the agenda as amended. All members voted aye. Motion carried.

PUBLIC INPUT

Patricia Ames, wife of Officer Ames, expressed her concerns with the on-call policy and the 3-officer department. She feels that the city council is catering to those who want to defund the police rather than providing adequate service in our community and making sure that the current officers are treated properly in the workplace. The on-call schedule would flip flop work and sleep schedules providing them with only 3½ to 5½ hours of sleep a night. Not hiring a 4th officer does not help their burnout. As a taxpayer, she would like to know how much would be saved by choosing countywide law enforcement and how the remaining funds would be used. Please do what is right for the citizens of Miller and the city officers.

NEW BUSINESS

PUBLIC HEARING

The City Council held a public hearing at 7:10 (scheduled for 7:05 but public input ran long) regarding a liquor license transfer. Motion by Alderwoman Lichty, seconded by Alderman Zeller to approve the on-sale liquor license transfer from Turtle Creek Steakhouse, LLC to Turtle Creek Saloon, LLC. Turtle Creek Saloon, LLC also applied for an on-off sale malt beverage and SD Farm Wine license. All members voted aye. Motion carried.

Police On-Call Policy: Mary Jo Gortmaker wanted clarification that there will not be an officer on duty from Midnight until 6:00 a.m. Sunday to Thursday and 2:00 a.m. until 6:00 a.m. Friday and Saturday. Tony Rangel asked why the council is looking at on-call as a way to save money instead of hiring a police chief. Is this a prelude to countywide law enforcement? Chris Henrickson went through each line of the policy and stated that it is setting the officers up for failure. The council just informed everyone when there will not be an officer on duty. No one talked to the officers to ask their opinion on the policy. The current officers were okay with the overtime, they just asked that the council hire a 4th officer as soon as possible. Tony Rangel reminded the council that they signed up to do what is best for the citizens of Miller. Gale Auch asked why they have not interviewed for a police chief yet and, instead, have spent time on the on-call and countywide issues instead. Why try to fix something that was not broken. Our officers have been here long term while the county has had a revolving door of deputies. Jim Odegaard stated that they are just trying to do what is best for the city. Tammy Lichty mentioned that some applicants are asking for wages similar to Sioux Falls. Bob Steers said that if the reason for on-call is to save money then the council needs to make the decision to decrease the police hours by 8 hours/day and take the responsibility of not having 24-hour coverage and not put that responsibility on the employees. Chris Henrickson stated that the on-call policy with 3 officers will require multiple shift flips from day to night. This is very hard on the health of the officers by continuously disrupting their sleep cycles. They are accustomed to a few weeks on night shift. Patricia Ames stated that only having 3 officers affects their family. Wayne had to miss the baptism of his grandson due being short staffed. The last time they had on call, Wayne took his time at the office as he did not want to wake up his family. Joe Zeller stated that they did this backwards again. They did not consult the employees that are affected by this policy. Motion by Alderman Zeller, seconded by Alderwoman Hargens to drop the policy. Roll call vote: Alderman Zeller -- aye, Alderman Odegaard -- nay, Alderman Swartz -- nay, Alderman Wetz --

nay, Alderwoman Lichty – nay, Alderwoman Hargens – aye. Motion failed. Alderwoman Lichty suggested that it go back to the committee for review. No formal action was taken.

Ball Association - Scoreboards: Joe Beranek, Cory Flor, and Mike Werdel were present to ask the council for permission to order 2 scoreboards from Daktronics for the small ball fields. They have fundraised to cover the cost and will donate that to the city. The city will add the scoreboards to the 2023 budget and insurance. Motion by Alderwoman Lichty, seconded by Alderman Odegaard to have the ball association order the scoreboards for the city. All members voted aye. Motion carried.

EXECUTIVE SESSION: Motion by Alderman Zeller, seconded by Alderman Odegaard to go into executive session for personnel matters pursuant to SDCL 1-25-2(1) at 8:02 p.m. All members voted aye. Motion carried. President Swartz returned the meeting to common council after conducting interviews for the utility floater position.

Utility Floater Position: Motion by Alderwoman Lichty, seconded by Alderwoman Hargens made a motion to offer the position to one of the interviewees. All members voted aye. Motion carried. Details will be discussed at the next meeting.

Motion by Alderman Zeller, seconded by Alderman Wetz to adjourn the meeting. There being no further business, the meeting was adjourned at 10:09 p.m. All members voted aye. Motion carried.

Jeff Swartz, President

Sheila Coss, Finance Officer

LEGAL NOTICE OF RECEIPT

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**City Council Meeting
Department Head Reports
September 6, 2022**

Police Department Report – See attachment.

Street Department Report

1. We have been cutting tree limbs that are above streets in the boulevards and around signs.
2. The crack seal crew is done.
3. David worked on the 10' rotary mower (replaced a shaft).
4. I sprayed the football field for mosquitos (part of the West Nile grant).
5. We installed the culverts east of town (by Ed Stobbs) and finished the fill with what is called flowable fill, and we added concrete to avoid possible washing.
6. I mowed behind the park in the creek area.
7. We used all the usable oil for the Dura patcher.
8. David swept streets where the crack seal was used.
9. We helped the school cut several trees along the north side of the track.
10. We helped the Water Dept. with storm drain by Dr. Hubbard.
11. We watered and bladed the road from (West 2nd St to West 5 St) for the Norton funeral because the hospital street was unusable.

Water/Sewer/Airport Department Report

1. Olson's are just finishing up on W 2nd Ave between the Clinic & the park. Several changes had to be corrected on this stretch of road because of existing water lines weren't buried deep enough so it had to be lowered to make room for the storm sewer. Also, ½ block of watermain was Asbestos Transite pipe.
2. Olson's will be moving to W 6th St. next between W 2nd & W 3rd Ave.
3. We installed a storm sewer & catch basin by the County hi-way shop.
4. South Dakota DOT of Aeronautics FAA did an airport inspection recently. Letter enclosed, (fuse blown on PAPI light's).
5. Helm's was here with crew at Airport to finish up on pavement maintenance recently (paint striping).
6. Dan started Wed. Aug. 31st & will be a huge asset for the City – Thank You!!

Electric Department Report

1. Locates.
2. Meter reads and turn on/off's.
3. Transformer labeling.
4. Retirement of old system.
5. Fixed relay issue on Sub 3.
6. Sent main breaker from baseball field panel to see if it is bad.
7. Installed LED retrofits on Main Street lights and new banners.
8. Fixed other lights around town.

Finance Office Report

1. Sales tax is up from last year. See Attachment.
2. Budget worksheets have been distributed. Department heads will meet with their committees in September. The budget will be finalized in October.
3. There will be a special meeting on September 12th for interviews only.

Miller Police Department Log

August 24
 12:48 a.m. - Airport
 12:50 a.m. - Business
 Checks
 1:01 a.m. - Check School
 1:11 a.m. - Good Sam
 1:30 a.m. - Monitor Bar
 Traffic
 2:00 a.m. - Turtle Creek
 Closing
 2:15 a.m. - Avera/Court-
 yard Villa Doors
 7:52 a.m. - School Zone
 10:34 a.m. - Funeral Es-
 cort
 12:30 p.m. - School Lunch
 Traffic
 1:34 p.m. - City Hall
 1:50 p.m. - Office
 3:32 p.m. - School Zone
 4:50 p.m. - Monitor Traf-
 fic - 4-way
 9:30 p.m. - Fuel at CCS
 9:45 p.m. - Patrol
 9:55 p.m. - Stationary at
 Pump 'N' Pak
 10:22 p.m. - Pump 'N' Pak
 Closed - Patrol
August 25
 1:07 a.m. - Airport
 1:10 a.m. - Business
 Checks
 1:21 a.m. - Check School
 1:30 a.m. - Check Build-
 er's Cashway - Delivery
 Truck
 1:36 a.m. - Good Sam
 1:43 a.m. - Monitor Bar
 Traffic - 4-way
 2:05 a.m. - Turtle Creek
 closed - Patrol
 2:16 a.m. - Avera/Court-
 yard Villa Doors
 7:52 a.m. - School Zone
 10:32 a.m. - Ambulance
 Call - Lift Assist
 12:30 p.m. - School Lunch
 Traffic
 2:21 p.m. - Civil Matter
 2:27 p.m. - Traffic Stop -
 Speeding - warning
 3:20 p.m. - School Zone
 3:25 p.m. - Traffic Stop
 - Speeding - School Zone -
 warning
 3:55 p.m. - Traffic Stop
 - Speeding - School Zone -
 warning
 4:20 p.m. - Monitor Traffic
 - North Broadway
 4:59 p.m. - Traffic Stop -
 Speeding - warning

August 26
 1:19 a.m. - Airport
 1:22 a.m. - Business
 Checks
 1:35 a.m. - Check School
 1:45 a.m. - Good Sam
 2:00 a.m. - Avera Court-
 yard Villa Doors
 7:50 a.m. - School Zone
 10:05 a.m. - Walk Through
 School
 12:25 p.m. - School Lunch
 Traffic
 3:35 p.m. - School Zone
 3:52 p.m. - Traffic Stop -
 Stop Sign - warning
 4:14 p.m. - Traffic Stop -
 Speeding - warning
 4:51 p.m. - Traffic Stop -
 Speeding - warning
 5:43 p.m. - Traffic Stop -
 Speeding - warning
 7:45 p.m. - Patrol - Good
 crowd at football game
August 27
 12:17 a.m. - Civil Matter
 12:40 a.m. - Patrol - Very
 dense fog
 12:49 a.m. - Airport
 12:52 a.m. - Business
 Checks
 1:05 a.m. - Check School
 1:15 a.m. - Good Sam
 1:25 a.m. - Avera/Court-
 yard Villa Doors
 2:00 a.m. - Patrol - Turtle
 Creek Closing
 10:30 a.m. - Received
 Property in Civil Matter
 11:06 a.m. - Traffic Stop -
 Speeding - citation
 12:08 p.m. - Monitor Traf-
 fic - North Broadway
 12:18 p.m. - Traffic Stop -
 Speeding - warning
 12:37 p.m. - Traffic Stop -
 Speeding - warning
 12:43 p.m. - Traffic Stop -
 Speeding - warning
 3:10 p.m. - Visitor Look-
 ing for Sheriff's Office
 9:07 p.m. - Accident Re-
 port - North Broadway/2nd
 Street
 10:43 p.m. Pump 'N' Pak
 Closed - Patrol
 11:15 p.m. - Monitor traf-
 fic - 4-way
August 28
 12:08 a.m. - Airport
 12:10 a.m. - Business
 Check

12:35 a.m. - Good Sam
 12:40 a.m. - Check School
 1:00 a.m. - Monitor Bar
 Traffic
 2:00 a.m. - Turtle Creek
 Closed - Small group of peo-
 ple outside of TC
 11:34 a.m. - Traffic Stop -
 Speeding - citation
 2:30 p.m. - Office
 4:10 p.m. - Monitor Traffic
 10:40 p.m. - Pump 'N' Pak
 Closed - Patrol
 11:10 p.m. - Monitor Traf-
 fic - 4-way
August 29
 12:26 a.m. - Airport
 12:30 a.m. - Business
 Checks
 12:50 a.m. - Check School
 1:15 a.m. - Good Sam
 1:30 a.m. - Avera/Court-
 yard Villa Doors
 6:54 a.m. - Traffic Stop -
 Speeding - warning
 6:59 a.m. - Office
 7:45 a.m. - School Zone
 7:50 a.m. - Traffic Stop -
 Wrong Way in 1 way - warn-
 ing
 7:55 a.m. - Traffic Stop -
 Wrong Way in 1 way
 8:26 a.m. - Traffic Stop -
 Speeding - warning
 9:15 a.m. - Fingerprints
 9:35 a.m. - Fingerprints
 10:10 a.m. - Walk through
 school
 11:24 a.m. - Traffic Stop -
 Speeding - citation
 11:33 a.m. - Traffic Stop -
 Speeding - citation
 1:35 p.m. - Clerk of Courts
 3:27 p.m. - School Zone
 7:21 p.m. - Traffic Com-
 plaint
 9:10 p.m. - Monitor Traffic
 11:30 p.m. - Office
August 30
 12:05 a.m. - Huron PD -
 911 call
 12:28 a.m. - Airport
 12:37 a.m. - Business
 Checks
 12:50 a.m. - Check School
 1:10 a.m. - Good Sam
 1:15 a.m. - Avera/Court-
 yard Villa Doors
 1:55 a.m. - Turtle Creek
 Closing
 2:46 a.m. - Huron PD -
 911 call



**DEPARTMENT OF
TRANSPORTATION**

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

August 25, 2022

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 when we were there yesterday for the airport inspection. The airport and mowing looked Great! There were just the PAPI lights being out that we discussed. Please let me know when you get them working again.

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 Airport Inspector

South Dakota Department of Transportation
Better Lives Through Better Transportation

8

Gross Receipts Tax - Split
Fund 211

Month	Current Year		
	Total	City 20%	OHED 80%
JAN	\$1,921.21	\$384.24	\$1,536.97
	\$2,726.88	\$545.38	\$2,181.50
FEB	\$1,018.51	\$203.70	\$814.81
	\$1,637.65	\$327.53	\$1,310.12
MAR	\$1,548.89	\$309.78	\$1,239.11
	\$1,118.32	\$223.66	\$894.66
APR	\$1,964.67	\$392.93	\$1,571.74
	\$2,504.18	\$500.84	\$2,003.34
MAY	\$981.81	\$196.36	\$785.45
	\$1,481.53	\$296.31	\$1,185.22
JUN	\$1,534.05	\$306.81	\$1,227.24
	\$3,645.41	\$729.08	\$2,916.33
JUL	\$1,105.03	\$221.01	\$884.02
	\$3,526.13	\$705.23	\$2,820.90
AUG	\$1,644.68	\$328.94	\$1,315.74
	\$2,879.69	\$575.94	\$2,303.75
SEP	\$2,288.67	\$457.73	\$1,830.94
		\$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
	\$33,527.31	\$6,705.46	\$26,821.85

\$3,944.39
average/month

Month	Previous Year		
	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	\$922.71	\$184.54	\$738.17
	\$3,182.16	\$636.43	\$2,545.73
SEP	\$1,528.06	\$305.61	\$1,222.45
	\$2,857.10	\$571.42	\$2,285.68
OCT	\$1,349.97	\$269.99	\$1,079.98
	\$3,982.44	\$796.49	\$3,185.95
NOV	\$2.97	\$0.59	\$2.38
	\$1,886.20	\$377.24	\$1,508.96
DEC	\$2,704.45	\$540.89	\$2,163.56
	\$2,089.08	\$417.82	\$1,671.26
	\$47,106.82	\$9,421.36	\$37,685.46

\$3,925.57
average/month

up/down from previous year		
Total	-1,564.40	-4.46%
City	-312.88	-4.46%
OHED	-1,251.52	-4.46%

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

OHED 80%

Check # _____

Check Date _____

SEPT 1,830.94

SEPT

\$1,830.94

SPIN ASSOCIATES

ENGINEERS & SURVEYORS

INVOICE

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

Schmuckler, Paul, Mohr and Associates
2190 North Sisson Blvd — PO Box 398
Mitchell SD 57301-0398
Phone (605) 996-7761
Fax (605) 996-0415
www.spin-assoc.com

Invoice Date	Invoice Num
Aug 30, 2022	26832
Billing Through	
Aug 27, 2022	

RE: M15316-0665
MILLER PHASE II CONST - PRR - STORM WATER
Construction Observation and testing
Billing period 7/24/22 thru 8/27/22

Item	Hour	Rate	Amount
TECHNICIAN 1	61.00	\$135.00	\$8,235.00
Total Service Amount:			\$8,235.00
LUNCH	2.00	\$9.25	\$18.50
MEALS	2.00	\$14.00	\$28.00
Total Expenses:			\$46.50
Amount Due This Invoice:			\$8,281.50

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 30th day of August, 2022
Schmuckler, Paul, Mohr & Associates
Signature: [Signature]
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

Schmuckler, Paul, Mohr and Associates
2190 North Sisson Blvd — PO Box 398
Mitchell SD 57301-0398
Phone (605) 996-7761
Fax (605) 996-0415
www.spin-assoc.com

Invoice Date	Invoice Num
Aug 30, 2022	26832
Billing Through	
Aug 27, 2022	

Prepare pay request and change order prep and condition construction meeting; site visit work on drawings of construction board and other project coordination
Billing period 7/24/22 thru 8/27/22

Project ID	Project Name	Contract Amount	% Complete	Provisional Bill	Amount Due
M15316-0665	MILLER PHASE II CONST & PRR - STORM WATER	\$4,100.00	70.00	\$2,870.00	\$3,205.00
Total Amount Due:					\$3,205.00

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 30th day of August, 2022
Schmuckler, Paul, Mohr & Associates
Signature: [Signature]
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

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

Invoice Date: Aug 30, 2022
Invoice Month: 202208
Billing Through: Aug 31, 2022

Please pay request and change order, prep and bonded construction meeting, site visit, work on drawings of construction record and other project coordination.
Billing period 7/24/22 thru 8/21/22

Project ID	Project Name	Contract Amount	% Complete	Previously Billed	Amount Due
14331802W	MILLER PHASE II CONST ADMIN - WASTE	\$71,000.00	70.00	\$46,475.00	\$24,525.00

Total Amount Due: \$24,525.00
This invoice is due upon receipt.

VERIFICATION OF CLAIM
I declare and affirm under the penalties of perjury that this claim has been submitted by me, and to the best of my knowledge and belief, is in all things true and correct.
Dated this 30th day of August, 2022.
Schnackler, Paul, Nohr & Associates
[Signature]
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

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

Invoice Date: Aug 30, 2022
Invoice Month: 202208
Billing Through: Aug 31, 2022

Please pay request and change order, prep and bonded construction meeting, site visit, construction stalling, work on drawings of construction record and other project coordination.
Billing period 7/24/22 thru 8/21/22

Project ID	Project Name	Contract Amount	% Complete	Previously Billed	Amount Due
14331802W	MILLER PHASE II CONST ADMIN - WASTE	\$116,500.00	70.00	\$73,925.00	\$42,575.00

Total Amount Due: \$42,575.00
This invoice is due upon receipt.

VERIFICATION OF CLAIM
I declare and affirm under the penalties of perjury that this claim has been submitted by me, and to the best of my knowledge and belief, is in all things true and correct.
Dated this 30th day of August, 2022.
Schnackler, Paul, Nohr & Associates
[Signature]
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

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

Invoice Date	Invoice Month
Aug 30, 2022	SEP22
Billing Through	Billing Through
Aug 31, 2022	Aug 31, 2022

RE: M13318.02W
MILLER PHASE II CONST. PPR - WATER

Construction observation and testing
Billing period 7/26/22 thru 8/27/22

Hours	Rate	Amount
94.50	\$135.00	\$12,847.50
5.75	\$99.00	\$568.00
Total Service Amount:		\$13,415.50

Estimable Expenses:
LODGING \$266.48
MEALS \$112.05
TOTAL \$378.53

Total Expenses: \$378.53
Amount Due This Invoice: \$13,794.03
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 30th day of August, 2022
Schramm, Paul, Mohr & 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.

SPN ASSOCIATES

ENGINEERS & SURVEYORS

INVOICE

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

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

Invoice Date	Invoice Month
Aug 30, 2022	SEP22
Billing Through	Billing Through
Aug 31, 2022	Aug 31, 2022

RE: M13318.02W
MILLER PHASE II SPR - WASTE WATER

Construction observation and testing
Billing period 7/26/22 thru 8/27/22

Hours	Rate	Amount
129.25	\$135.60	\$17,448.75
Total Service Amount:		\$17,448.75

Estimable Expenses:
LODGING \$592.96
MEALS \$229.20
TOTAL \$822.16

Total Expenses: \$822.16
Amount Due This Invoice: \$18,270.91
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 30th day of August, 2022
Schramm, Paul, Mohr & 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. 17

Total Owner:	Application Period	July 24, 2022	To	August 27, 2022	Application Date	August 30, 2022
City of Miller	From (Contractor):	TLC Olson Const LLC	Contract:	Bid Schedules A	Via (Engineer):	SPN & Associates
Project:	Phase 3 Utility Improvements	Engineer's Project No.:	15318			

APPLICATION FOR PAYMENT Change Order Summary

Approved Change Orders	Number	Additions	Deductions	Net Change
One	\$	1,110.91	\$	296.57
Two	\$	158,189.90	\$	158,189.90
Three	\$		\$	17,093.76
Four	\$		\$	
TOTALS	\$	159,300.81	\$	17,395.33
NET CHANGE BY CHANGE ORDERS	\$			141,905.48

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 used 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

By: _____ Date: _____

1. ORIGINAL CONTRACT PRICE	\$	6,474,735.40
2. Net change by Change Orders	\$	141,905.48
3. Current Contract Price (Line 1 + 2)	\$	6,616,640.88
4 a. Total Completed to Date	\$	4,703,749.04
b. Total Material Remaining in Storage	\$	144,740.85
c. Value of Non-Conforming Work	\$	4,849,489.89
d. (Total Value of Work completed and Material Stored to Date)	\$	4,849,489.89
5. RETAINAGE:		
a. 5% x \$ 4,849,489.89 Work & Materials	\$	242,424.49
b. 1/2 x \$ _____ Work & Materials	\$	242,424.49
c. Total Retainage (Line 5a + Line 5b)	\$	4,806,085.40
6. AMOUNT ELIGIBLE TO DATE (Line 4a - Line 5c)	\$	4,278,019.77
7. PREVIOUS PAYMENTS (Line 6 from prior Application)	\$	328,045.83
8. AMOUNT DUE THIS APPLICATION	\$	2,010,575.48
9. BALANCE TO FINISH, PLUS RETAINAGE (Total Contract Price Less Line 8c above)	\$	2,010,575.48
10. CITY DEDUCTION FOR BILLING OF WATER (This Period)	\$	

Payment of: \$ 328,045.83 (Line 8 or other attach explanation of other amount)

is recommended by: _____ (Engineer) _____ (Date)

Payment of: \$ 328,045.83 (Line 9 or other attach explanation of other amount)

is approved by: _____ (Owner) _____ (Date)

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



Schnucker, Paul, Mohr and Associates
2100 North Siskiyoun Blvd - PO Box 598
Medford, SD 57341-0598

Phone (605) 494-7741
Fax (605) 596-4015
www.spn-assoc.com

July 5, 2022

For: Blackfoot, Mayor
City of Miller
120 West 2nd Street
Miller, SD 57362

RE: Agreement for Civil Engineering Services
East 4th Street Improvements
Miller, South Dakota

Dear Mr. Blackfoot:

The firm of Schnucker, Paul, Mohr and Associates is offering the following Proposal / Letter of Agreement for professional services to be rendered for the civil engineering design, bidding and construction services of the East 4th Street Improvements project in Miller, South Dakota. Paragraph referred to as this Project, as shown in Exhibit A.

If accepted, this document will serve as a Letter of Agreement for engineering services between the City of Miller, hereinafter referred to as Client, and Schnucker, Paul, Mohr & Associates, hereinafter referred to as SPN, for the services as described in the following Scope of Work.

SCOPE OF WORK: SPN will perform professional engineering services, serve as your professional civil engineering representative and provide professional civil engineering consultation and advice as requested (verbally or in writing) by you or another official representative as designated by the Client in connection with this Project. Specifically, the scope of services that we would intend to provide in connection with this Project includes the following:

DESIGN PHASE SERVICES

1. SPN will complete a topographic survey of the entire proposed project site as identified in Exhibit A.
2. SPN will complete the design and preparation of plans and specifications for the water distribution, storm sewer, street systems and sidewalk improvements as necessary for the project. Plans and specifications will be submitted to the South Dakota Department of Agriculture and Natural Resources and the Department of Transportation for review and approval in accordance with the agencies' laws, rules, and regulations.
3. SPN will assist the Client in applying for any permits necessary for the project.

Ron Blackford
July 5, 2022
Page 2

BIDDING PHASE SERVICES

1. SPN will assist the Client in obtaining bids or negotiating bid proposals for not more than one prime contract. The services shall include, but not be limited to: a) distributing invitations to bid to prospective bidders; b) distributing plans and specifications and bidding documents to prospective bidders; c) maintaining a record of prospective bidders to whom bidding documents have been issued; d) issuing addenda as appropriate to interpret, clarify or expand the bidding documents; and e) attending the bid opening, preparing tabulation of bids and assisting the Client in analyzing bids and proposals.

2. SPN will assist the Client with the assembly and execution of the Construction Contract Documents, including Notice of Award, Construction Agreement, Performance and Payment Bonds, and any Certifications and Notices to Proceed for the work associated with the project.

CONSTRUCTION PHASE SERVICES

1. During the Construction Phase of the Project, SPN will:
 - a. Act as the Client's representative with duties and responsibilities and limitations of authority as described in the General Conditions of the Construction Contract. SPN will issue the Client's authorized instructions to the Contractor(s) and have the authority to act on behalf of the Client to the extent provided in the Construction Contract Documents except as otherwise agreed upon in writing between the Client and SPN.
 - b. Make periodic visits to the Project site to observe the progress and quality of the construction work and to determine, in general, if the results of the construction work are in accordance with the Drawings and the Specifications. Such visits and observations by SPN are not intended to be exhaustive or to extend to every aspect of the Contractor's work in progress or to involve detailed inspections of Contractor's work in progress beyond the responsibilities specifically assigned to SPN in this Agreement, and the Construction Contract Documents, but rather are to be limited to spot checking the work based on SPN's exercise of professional judgment as assisted by the Resident Project Representative. The purpose of SPN's visits to the site will be to enable SPN to better carry out the duties and responsibilities assigned to and undertaken by SPN during the Construction Phase and, in addition, by exercise of SPN's efforts as an experienced and qualified design professional, to provide the Client a greater degree of confidence that the completed work of Contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by the Contractor(s).
 - c. Not, during such periodic visits or as a result of observations of Contractor(s) work in progress, supervise, direct or have control over Contractor(s) work nor shall SPN have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s), for safety precautions or program schedules for the work of the Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing their work. Accordingly, SPN shall neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s) failure to furnish and perform their work in accordance with the Contract Documents. SPN shall endeavor to guard Owner against defective work on the basis of such periodic visits.

4. Review the Contractor's request(s) for payment, and based upon our on-site observations and analysis, as an experienced and qualified design professional, SPN shall: 1) advise the Client as to SPN's opinion of the extent of the work completed in accordance with the terms of the Construction Contract as of the date of the Contractor's payment request; 2) issue, for processing by the Client, an application for payment in the amount owed to the Contractor; 3) not be deemed to have represented by the issuance of the application for payment that observations made by SPN to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the work beyond the responsibilities specifically assigned to SPN in this Agreement and the Contract Documents; and 4) not be deemed to have represented by the issuance of the application for payment that SPN has made any investigation to determine the uses made by the Contractor of sums paid to the Contractor.
5. Act as a third interpreter of the requirements of the Contract Documents and judge of acceptability of the work and make decisions and recommendations to the Client on all claims relating to the execution and progress of the construction work. SPN's decisions in matters relating to SPN's design shall be final. SPN shall not be held liable for the results of any such interpretations or decisions rendered in good faith.
6. On the basis of observations during visits to the Project site, notify the Client of potential work which: 1) is defective or does not conform to the result required in the Construction Contract; 2) will not produce a completed Project that will conform to the Contract Documents; or 3) will prejudice the integrity of the design concept of the completed Project. SPN will prepare a written report detailing any apparent non-conformance or defective permanent work and make recommendations to the Client for its correction and, if necessary, rejection.
7. Reexamine and prepare Change Orders and Work Change Directives as required for the Client's approval.
8. Have, as the Client's representative, authority to require special inspections or testing of the work, and shall receive and review all certificates of inspection, testing and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents. Said review will be for the purpose of determining generally that their content complies with the requirement of, and the results certified in accordance with, the Contract Documents. SPN shall be entitled to rely on the results of such tests.
9. Conduct an inspection to determine if the work is substantially complete and a final inspection; to determine if the completed work is acceptable so that SPN may recommend, in writing, final payment to Contractor(s) and may give written notice to Client and Contractor(s) that work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to the limitations expressed in this Agreement.

1. Not be responsible for the acts of or defaults or omissions in the work of the Contractor(s), or any subcontractor or supplier employees, or that of any other persons (except SPN's own employees and agents) or others responsible for performing any of the work, results as contained in the Construction Contract. Nothing contained in the paragraphs describing Construction Phase Services shall be construed to release SPN from liability for failure to properly perform duties and responsibilities assumed and undertaken by SPN in this Agreement.
- The duties and responsibilities of SPN may be amended and supplemented by an amendment to this Agreement.
- SPN intends to render the services under this Agreement in accordance with generally accepted professional practices for the intended use of the Project and makes no warranty other expressed or implied.
- Compensation:** It is proposed that compensation for services as described above shall be as follows:
 1. For the Design Phase Services as described above, compensation shall be a lump sum of \$28,000.
 2. For the services as described in Bidding Phase Services, compensation shall be a lump sum of \$64,500.
 3. Because SPN and the Client recognize the difficulty of estimating the required materials for the Construction Phase Services described above, it is hereby agreed and understood that a "lump sum price" has not been established for the work to be performed. The compensation for services described shall be on the basis of the hourly rates plus reimbursable expenses in effect at the time the work is completed. For purposes of establishing a project budget, an amount of \$63,700 has been estimated for this portion of the scope of work.
- The Client agrees to compensate SPN for Additional Services which are defined as those not specifically described in the Scope of Work set forth above and performed as directed by the Client in connection with the project. The Client hereby agrees to compensate SPN for the actual costs incurred on the basis of the hourly rates and charges in effect at the time the services are performed.
- Costs of independent consulting and testing services are not included in the above estimates and will, if deemed necessary and authorized by the Client, be invoiced at actual cost incurred plus an assumed net fee of 10% of the incurred cost.
- Retainage & Payments:** Invoices for the services of SPN shall be submitted, at SPN's option, either upon completion of such services or on a monthly basis. Invoices shall be due and owing within thirty (30) days of the invoice date. Past due amounts owed shall include a monthly service charge of 1.5% on the then unpaid balance. In the event any portion or all of an account remains unpaid, strictly upon effective date, the Client shall pay all costs of collection, including reasonable attorney's fees.

Invoices and bills rendered by SPN shall not be subject to the retainage or withholding provisions in any contract the Client may have with other parties.

Client's Responsibilities: The Client's representatives shall receive and examine documents submitted by SPN, interpret and define the Client's policies and render decisions and authorizations in writing promptly to prevent unreasonable delay in the progress of SPN's services.

The Client shall furnish to SPN:

- a) All existing studies, reports, maps, plans, specifications and other available data, information and requirements pertinent to the Project.
- b) All such soils investigations and evaluations performed by a professional geotechnical engineer as may be required to design the civil site improvements.
- c) All laboratory tests, air and water pollution tests, reports and inspections of samples, materials or other items required by law or by governmental authorities having jurisdiction over this Project.
- d) All permits and approvals from all governmental authorities having jurisdiction over this Project and from others as may be necessary for completion of the Project.

The Client shall furnish above at the Client's expense and in such manner that SPN may rely upon them in the performance of its services under the Agreement.

The Client shall compensate SPN for services rendered under this Agreement.

Site Access: The Client shall obtain all ownership or easements, rights-of-way and permits as may be necessary and/or shall guarantee full and free access for SPN to enter upon all public and private property required for the performance of SPN's services under this Agreement. SPN will take precautions to minimize damage due to these activities. The Client shall be responsible for any damage that may be caused and costs of restoration.

Dispute Resolution: Should litigation or arbitration occur between the two parties relating to the provisions of this Agreement, all litigation or arbitration expenses, collection expenses, witness fees and court costs incurred by the prevailing party shall be paid by the non-prevailing party to the prevailing party.

Indemnification: To the fullest extent permitted by law, the Client shall indemnify and hold harmless SPN, SPN's officers, directors, partners and employees and SPN's Consultants from and against any and all costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of the Client or the Client's officers, directors, partners, employees and the Client's Consultants in the performance and furnishing of SPN's services under this Agreement.

SPN is not nor shall it be considered to be a party to or subject to the conditions of any other agreement the Client may have with any other party in connection with this Project.

Conditions: SPN shall not be required to execute any document that would result in its carrying, guaranteeing or warranting the existence of conditions whose existence that SPN cannot ascertain.

Limitation of Liability: The Client and SPN have evaluated their risks, rewards and benefits of the Project and SPN's fees for services to be performed. The risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, SPN's total liability to the Client and to any other individual or entity claiming by, through or under the Client any cost, loss or damages caused wholly or in part due to SPN's professional negligent acts, errors or omissions such that the total aggregate liability of SPN to those named shall not exceed One Hundred Thousand Dollars (\$100,000) or SPN's total fee for services rendered on this Project, whichever is greater.

General Conditions: Neither party shall hold the other responsible for damages or delays in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.

In the event any provisions of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

Termination of Services: If the Client fails to make payments due SPN within the thirty (30) day period set forth above, SPN may, after giving seven days written notice to the Client, and without waiving any claim or right against the Client and without liability whatsoever to the Client, suspend or terminate services under this Letter of Agreement.

This Letter of Agreement may be terminated for any reason by either party by seven days written notice. If this Agreement is terminated, SPN shall be paid for services performed to the termination notice date including Reimbursable Expenses.

Ownership of Documents: All studies, reports, and other work products of SPN for this Project are instruments of service for the Project only and shall remain the property of SPN whether the Project is completed or not. The Client may make and retain copies for information and reference in connection with the use and occupancy of the Project by the Client and others. However, such documents are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other project. Any such use without written verification or authorization by SPN for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to SPN and the Client shall indemnify and hold harmless SPN and its consultants and each of their officers, agents, and employees from any and all liability claims, losses, damages and expenses, including attorney's fees, arising out of or resulting therefrom.

Conditions of Probable Cost: SPN's opinions of probable Total Project Costs and Construction Cost provided for herein are to be made on the basis of SPN's experience and qualifications and represent SPN's best judgment, as an experienced and qualified professional engineer, familiar with the construction industry. However, since SPN has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, SPN cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from opinions of probable cost prepared by SPN.

Acceptance/Notice to Proceed: By signing this Letter of Agreement the Client accepts the terms and conditions as set forth herein and hereby authorizes SPN to proceed with the performance of the services as set forth herein effective the date of this letter.

CITY OF MILLER
MILLER, SOUTH DAKOTA

By: _____

Title: _____

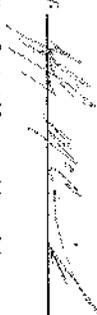
ATTEST

By: _____

Title: _____

Date of Acceptance: _____

SPN AND ASSOCIATES INC
MITCHELL, SOUTH DAKOTA

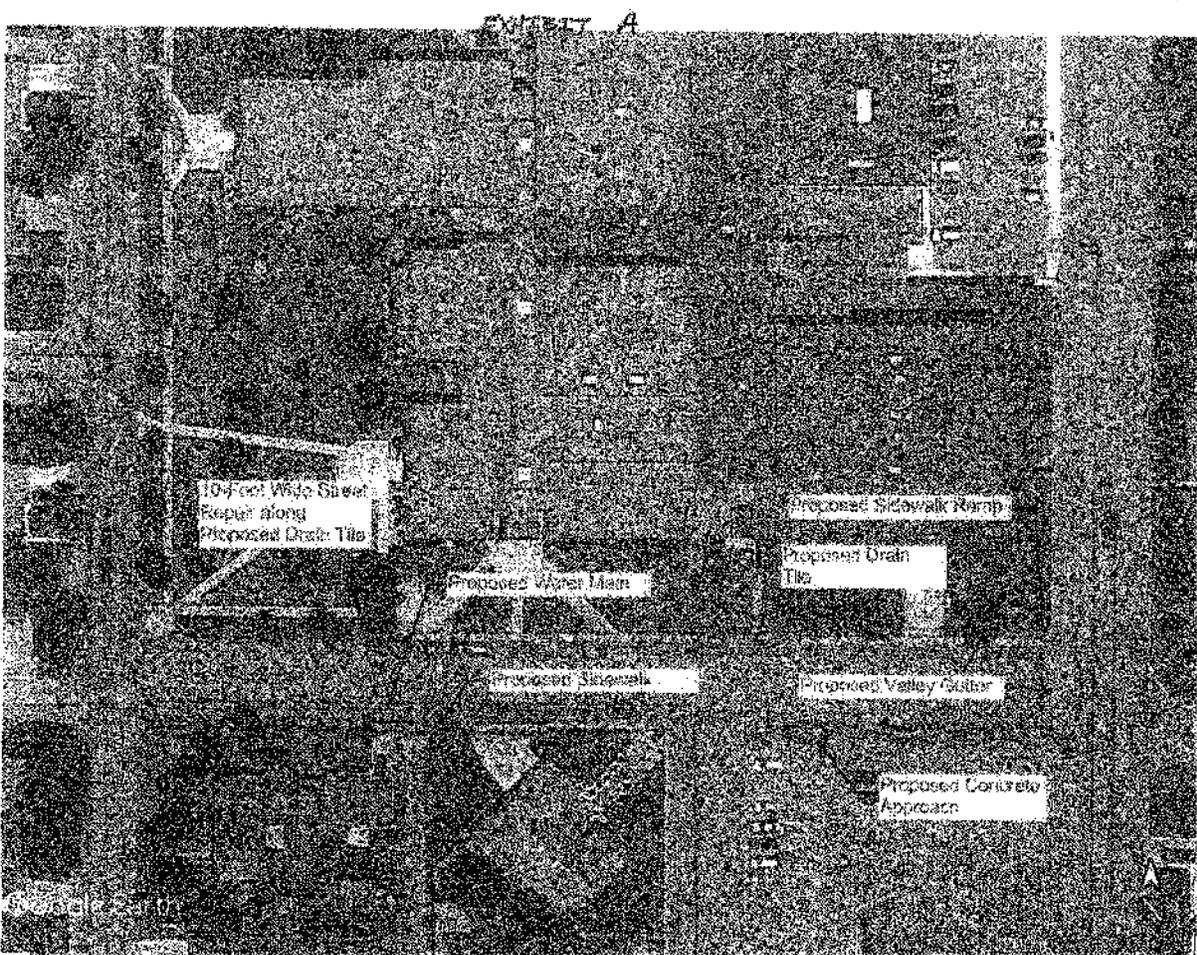
By: 

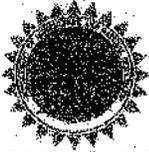
Title: Project Manager/Associate

ATTEST

By: 

Title: Associate





DEPARTMENT OF AGRICULTURE AND NATURAL RESOURCES
NOTICE OF TERMINATION (NOT)
of Coverage Under the SWD General Permit for
Stormwater Discharges Associated with Construction Activities

This form is required to be submitted when a discharge permit is no longer required or necessary. Submission of this form shall in no way relieve the permittee of permit obligations required prior to submission of this form. Please submit this form to the following address:

Submit form to: SD Department of Agriculture and Natural Resources
Surface Water Quality Program
523 East Capitol Avenue
Pierre, South Dakota 57501
stormwater@state.sd.us
Telephone: 1-800-SDSTORM

- I. Permit Number:** SDR10K355
- II. Primary Contact Information:**
Company Name: City of Miller
Primary Contact Person: Sheila Coss
Mailing Address: 120 W. 2nd St.
City: Miller State: SD Zip Code: 57362
Phone Number: 605-853-2705 Email Address: sheila.coss@cityofmiller.com
- III. Mailing Address for Facility/Site Location:**
Project Name: Hangar Taxilane Improvements
Primary Contact Person: Terry Manning
Contact's Email Address: terry.manning@cityofmiller.com
Contact's Mailing Address: 120 W 2nd St.
City: Miller State: SD Zip Code: 57362

I certify under penalty of law that all stormwater discharges associated with construction activity from the identified facility that are authorized by a SWD general permit have been eliminated. I understand that by submitting the Notice of Termination, I am no longer authorized to discharge stormwater associated with construction activity under this general permit, and that discharging pollutants in stormwater associated with construction activity to waters of the state is unlawful under the federal Clean Water Act and the South Dakota Water Pollution Control Act if the discharge is not authorized by a SWD permit. I also understand that the submittal of this Notice of Termination does not release an operator from liability for any violations of this permit or the South Dakota Water Pollution Control Act. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NOTE: Notice of Termination shall be signed by the authorized chief elective or executive officer of the applicant, or by the applicant, if an individual.

Name: Ron Blachford Title: Mayor

Signature: _____ Date: _____

FOR DANR USE ONLY

Permit Number: _____ Date Approved: _____ E-lettr Date: _____ Approved by: _____



Turning the Tides of Municipal Government

2022 SDML ANNUAL CONFERENCE

WATERTOWN | OCT. 4-7, 2022

Preliminary agenda. Subject to change.

Tuesday, October 4

2:00 p.m. **SDML Golf Tournament**
Pre-registration required
 Cattail Crossing Golf Course,
 Watertown
 Hosted by: City of Watertown and
 South Dakota Municipal League

7:00 p.m. **SDML Board of Directors Meeting**

Wednesday, October 5

8:00 a.m. **Registration**

8:00 a.m. **Exhibits Open** (through 4 p.m.)

9:00 a.m. **Orientation for New Attendees**
SDML Board Members
 Recommended for any city employees
 or elected officials who have not
 previously attended an annual
 conference.

9:00 a.m. **SD Airport Management Association**
*Presiding: Chris Dietz, SDAMA Acting
 President, Rapid City*
 1. Business Meeting and Election
 2. What's Driving Your Airport Project
 Costs? *Mead & Hunt*
 3. Aeronautics Update
*Jon Becker, Aeronautics Planning
 Engineer, SDDOT (tentative)*

9:00 a.m. **SD Governmental Human Resource
 Association**
*Presiding: Shauna Meyerink, SDGHRA
 President, Platte*
 1. Business Meeting and Election
 2. Mental Health for Municipal
 Employees | Employee Wellness
 Programs, EAP Programs, FMLA and
 Mental Health Roundtable: How to
 Recognize Your Employees

All you need - all online!

www.sdmunicipalleague.org/conference



Register for the conference

- SDML Members | One day: \$65; Two-three days: \$100
 - SDML Member Guests: \$65 flat fee
 - Non-members | One day: \$100; Two-three days: \$200
- Early bird deadline Sept. 16*

- Sign up for the walk/run
- Participate in the golf event
- Submit 20-year employees and officials for the Hall of Fame
- Nominate a municipal employee for the Excellence in Municipal Government Award

9:00 a.m. **SD Municipal Attorney Association**
*Presiding: Matt Roby, SDMAA
 President, Watertown*

1. Business Meeting and Election
2. Roundtable Discussion

10:00 a.m. **SDML Pooling Meetings**

- Health Pool of South Dakota
- South Dakota Public Assurance Alliance
- SDML Workers' Compensation Fund

11:00 a.m. **Pooling Pong**

Come join the risk-sharing pools for a fun and interactive game of Pooling Pong. A dry version of the popular beer pong game.

- Lynn Bren, Deputy Director, SDPAA
- Brad Wilson, Administrator, SDML Workers' Compensation Fund and President of Insurance Benefits, Inc.
- Gary Drewes, Marketing Representative, SDML Workers' Compensation Fund/Insurance Benefits, Inc.
- Becky Bruning, Member Services Representative, SDPAA
- Doug Kirkus, Marketing Representative, SDML Workers' Compensation Fund/Insurance Benefits, Inc.

Noon **Safety Awards Luncheon**
Presiding: Tracie Everson, Safety Benefits, Inc.
 Hosted by SDML Workers' Compensation Fund and South Dakota Public Assurance Alliance

1:00 p.m. **SD City Management Association**
Presiding: Stephanie Ellwein, SDCMA President, Mitchell

- Public Sector Collective Bargaining
Shane Davis, Federal Mediation & Conciliation Service
 - History and Framework of Collective Bargaining in the US
 - Introduction to the Interest Based Model of Collective Bargaining
 - Best Practices and Survival Strategies for Negotiating Like a Pro
- Business Meeting and Election

1:00 p.m. **SD Municipal Street Maintenance Association**
Presiding: Craig Wagner, SDMSMA President, Hartford

- Business Meeting
- TBD

1:00 p.m. **SD Association of Code Enforcement**
Presiding: Brad Bies, SoDACE President, Yankton

- Business Meeting
- Surviving Verbal Conflict
Greg Williams, Law Enforcement Training Coordinator, State of South Dakota

4:00 p.m. **SDML Policy Committee Meetings**

- General Government
- Public Health, Safety, and Welfare
- Public Works
- Taxation and Revenue

4:00 p.m. **SDML Auditing Committee**

4:00 p.m. **SDML Nominating Committee**

5:00 p.m. **Exhibit Area Social**

6:00 p.m. **Evening Entertainment**
 "Anchors Aweigh!"
 Heavy hors d'oeuvres and live music

Anchors Aweigh!

Wed. Oct. 6 | 6 p.m.

Break out the best shoes and don your captain's hat! Dress in your best nautical gear for an evening of heavy hors d'oeuvres, photo ops, and live music from across the seven seas. The best dressed attendee wins a \$50 gift card!

Thursday, October 6

7:00 a.m. **SDML 18th Annual Walk/Run**
Pre-registration required
 Participants will be bused from the Ramkota to the Watertown Police Department where the run will begin and end. Tours of the Police Department are available afterwards.
 Hosted by Health Pool of SD, SDML Workers' Compensation Fund, and South Dakota Public Assurance Alliance

7:45 a.m. **Breakfast**
 Hosted by D.A. Davidson & Co.

7:45 a.m. **SDML Past Presidents' Breakfast**

8:00 a.m. **Registration**

8:00 a.m. **Exhibits Open (close at 11 a.m.)**

8:00 a.m. **Resolutions Committee**
Presiding: Amy Leon, City Manager, Yankton

9:00 a.m. **Elected Officials Workshop: Minding the Minefields – A Primer on Local Elective Office**

- David Pfeifle, SDPAA Executive Director
- Ryan Sage, Senior Assistant City Attorney, Sioux Falls
- Tom Greco, City Clerk, Sioux Falls

Council

- 9:00 a.m. **SD Municipal Electric Association**
Presiding: Russ Halgerson, SDMEA President, Brookings
1. SDMEA Update
 2. Partner Updates
 - Missouri River Energy Services
Deb Birgen, Director of Legislative & Governmental Relations
 - Heartland Energy
Kelly Dybdahl, Director of Customer Service
 - Western Area Power Administration
Tracy Thorne, Energy Services Representative
 3. Impacts of Electric Vehicles
Chris Nordquist, DGR Engineering
 4. Business Meeting and Election

Dustin

- 9:00 a.m. **SD Building Officials' Association**
Presiding: Brett Bill, SDBOA President, Aberdeen
1. Business Meeting
 2. TBD

- 9:00 a.m. **SD Governmental Finance Officers' Association**
Presiding: Laurie Woodward, SDGFOA President, Custer
1. Business Meeting and Election
 2. Sales Tax Website and Reporting Overview
Business Tax Division, Department of Revenue
 3. National GFOA Overview
Chris Morrill, Executive Director, GFOA

- 9:00 a.m. **SD Police Chiefs' Association**
Presiding: Jeremy Wallnitz, SDPCA President, Clark
1. Business Meeting
 2. Presentations
 - AG Mark Vargo, SD Attorney General's Office
 - Alison Ramsdell, Acting SD US Attorney
 - Rick Miller, SD Highway Patrol

Police Chief

- Craig Price, SD Department of Public Safety
- Paul Niedringhaus, SD Fusion Center
- Kellie Wasko, SD Department of Corrections
- Greg Sattizahn, SD Unified Judicial System

11:00 a.m. **Housing Presentation**

- Noon **Excellence in SD Municipal Government Award Luncheon**
- Presentation of the 2022 Excellence in SD Municipal Government Award
 - SDML Hall of Fame Induction -- Honoring 20 years and more of municipal service.
- Hosted by BankWest, Inc. Trust Department and The First National Bank in Sioux Falls Trust Department

1:30 p.m. **SD Chapter, American Public Works Association**
Presiding: Heath Van Eye, President, SD Chapter APWA

1. SDLTAP
2. CDL Regulation Updates -- How Cities/PW Departments are managing the new rules
Cities of Sturgis and Aberdeen
3. Floodplain Management -- Recent re-mapping efforts and ongoing management practices
Cities of Sioux Falls, Aberdeen, Watertown
4. Round Table Discussion -- Open for topics or other presentation(s)
5. Business Meeting
6. Tours of Downtown Watertown Development and New City/Public Works Facilities
 - Downtown Mixed-Use Development and Foundation Plaza
 - City of Watertown Outdoor Gun Range
 - Wastewater Treatment Facility Admin Building
 - Watertown Regional Airport Terminal

Ali

1:30 p.m. **General Sessions**

- **Agent Under Fire**
*Victor Avila, Former Special Agent,
ICE-Homeland Security
Investigations*
- **Housing Program Update**
*Lorraine Polak, Executive Director,
SD Housing Development Authority*
- **Mock Council Meeting: We're All Under Fire!**
*Join our expert "Councilmembers"
as we explore the absurd side of
learning how to govern!*

5:30 p.m. **President's Reception**
(Open to all attendees)

6:30 p.m. **Dinner**
Hosted by: Colliers Securities
Comedian Andy Hendrickson
Andy has a conversational delivery that draws on real life experiences based on family, work, and relationships. A gifted storyteller, he shares hilarious anecdotes about life growing up as the one black sheep in a family, with two Navy Seals and three Ivy League graduates. One of his best routines centers around his older brother who's an Admiral, Navy Seal and Harvard Business School alumnus. In 2006, Andy was given the opportunity to thank his brother for his service and performed for him, and the troops, in Iraq. In 2011, he returned to Middle East on the Feeding Freedom Tour. Sponsored by Outback, the tour provided music, Andy's stand-up and home cooked meals for over 40,000 troops on military bases across Afghanistan. *Hosted by: Midco*

Friday, October 7

8:00 a.m. **Registration**

7:30 a.m. **Breakfast**
Hosted by Banner Associates, Inc.

8:30 a.m. **General Sessions**

- **Cyber Security and Your Municipality**
*Ashley Podhradsky, DSc, Vice
President of Research and Economic
Development, Dakota State
University*

- **Gubernatorial Candidate Forum**
 - *Representative Jamie
Smith, Democratic
Candidate for Governor*
 - *Governor Kristie Noem,
Republican Candidate for
Governor (invited)*

10:00 a.m. **SDML Annual Business Meeting and Election**

1. Auditing Committee Report
2. Executive Director's Report
3. Resolutions Committee Report
4. Discussion and Adoption of 2023 Statement of Policy
5. President's Report
6. Nominating Committee Report
7. Annual Election of Officers
8. Other Business
9. Door Prizes

Must be present to win!

Conference End