

**AGENDA  
CITY OF MILLER  
TUESDAY, SEPTEMBER 7, 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 - 5

**Public Input**

**Department Head Reports** ..... pgs. 6 - 9

**New Business**

1. DGR Engineering Task Order ..... pgs. 10 - 13
2. Digital Phase Sticks – est'd. \$5,000

**Unfinished Business**

1. Second Reading of Ordinance #719 – Cannabis Licensing ..... pgs. 14 - 17
2. Second Reading of Ordinance #720 – Cannabis Zoning ..... pgs. 18 - 19
3. Second Reading of Ordinance #721 – Fee Schedule ..... pg. 20

**New Business cont'd.**

3. Hand County Rubble Site Plat ..... pgs. 21 - 23
4. Kocia Beranek – On Hand Economic Development Quarterly Update
5. Ron Hoftiezer – Radio Repeater
6. State Financial Assistant Agreement
  - Airport Grant NO 3-46-0035-14-2021 for \$22,000 ..... pgs. 24 - 26
7. Mueller Systems Master Agreement ..... pgs. 27 - 38
8. Special Event Liquor Licenses
  - a. Willie's Bar & Grill - September 11 and October 16, 2021
  - b. Richard Clement Post 299 - September 24-26, 2021
  - c. Turtle Creek Steakhouse - October 9, 2021
9. Water/Sewer Project
  - a. SPN Phase III Invoices 24450 - 24454 **Total: \$44,607.38** ..... pgs. 39 - 41
  - b. TLC Olson Construction Pay Request 10 - \$318,478.82 ..... pg. 42
  - c. TLC Olson Construction Change Order (*Camden to bring on Tuesday*)
10. Helms & Associates Invoices 24549 & 24514 **Total: \$29,207.03** ..... pg. 43
11. Building Permits: Tim Zacher - gazebo
12. Miller Fire Department – Firepup® ..... pg. 44
13. First Reading Ordinance #722 – Sewer Rates ..... pg. 45
14. First Reading Ordinance #723 – Water Rates ..... pgs. 46 - 47
15. First Reading Ordinance #724 – Electric Rates ..... pgs. 48 - 49
16. First Reading Ordinance #725 – 2022 Appropriations ..... pgs. 50 - 51

**Approval of Bills**

**Adjourn**

**CITY OF MILLER  
CITY COUNCIL MEETING  
AUGUST 16, 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, August 16, 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 Alderman Zeller to approve the agenda as amended to remove the county plat. All members voted aye. Motion carried.

**MINUTES:** Motion by Alderman Rangel, seconded by Alderwoman Lichty to approve the minutes for the regular meeting held on August 2, 2021. All members voted aye. Motion carried.

**PUBLIC INPUT**

Jerry Fanning was present to ask about opening a beer garden behind the Hi-Lite in order to use his liquor license before it expires at the state. The license is valid for the entire legal description of the property which does not block access to any apartments. The council gave him their permission to hold events as necessary to keep the license valid. Jerry stated that he hopes to have the new business running by June 2022.

**NEW BUSINESS**

**Sydney Jessen – 2021 Pool Overview:** Pool manager, Sydney Jessen, stated that 2021 was the busiest summer she has ever worked at the pool. A total of 5,353 swimmers utilized the pool this year. Hightmore brought over a bus of swimmers every Monday, Wednesday and Friday, Rustler Roost attended on Tuesdays and Thursdays and Hand in Hand Daycare used the kiddie pool on Mondays and Wednesdays. They had 56 kids sign up for an average of five private lessons each. Sydney would like to cut back from four swim lesson sessions to three in order to have more time for private lessons next year. Water aerobics also had more attendees this year than prior years. Sydney thanked Terry Manning, Gordy Gross and Brandon Hammill for making her job easier this year.

**Brandon Hammill – Water Distribution Class I Test:** Brandon Hammill passed his Water Distribution Class I test on August 5, 2021. Motion by Alderman Rangel, seconded by Alderman Steers to give Brandon \$1.50/hour pay increase effective immediately for passing per previous agreement. The city is required to have 2 certified employees. Alderman Steers congratulated Brandon on this accomplishment. All members voted aye. Motion carried.

**Chief Speck – Response to the Editor's Note:** Police Chief Shannon Speck commented on the Editor's Note that was in *The Miller Press* on August 7, 2021, regarding Sheriff Croeni's comments about Shannon Speck not attending the meeting or returning his phone calls and a mutual aid issue. Chief Speck stated that he had a prior commitment and could not attend the meeting. Sheriff Croeni had an old phone number for Chief Speck, therefore there were no missed calls. Speck has given Croeni his personal cell number. Speck has reviewed the sheriff's interagency assist policy and sent it to the city attorney for review. These issues were resolved prior to the publication of the August 7<sup>th</sup> issue.

**Code Enforcement Violations:** Code Enforcer, Joel Johnson, sent a list of individuals that are ready for abatement. The council has asked that he proceed with the abatement process.

**Airport Project – Helms & Associates:** Motion by Alderman Swartz, seconded by Alderman Odegaard to pay Helms & Associates \$22,162.65 for invoice #24297. All members voted aye. Motion carried. **Midland Contracting Pay Estimate 2:** Motion by Alderman Rangel, seconded by Alderman Zeller to approve Midland Contracting Pay Estimate 2 for \$154,320.75. All members voted aye. Motion carried.

**SDML Fall Conference:** Terry Manning, Dustin Graham and Sheila Coss plan to attend the entire fall conference in Spearfish on October 5-8. Ron Hoffmeyer plans to attend one day, and Jeff Swartz might attend. The other council members will decide by September 20<sup>th</sup>.

**Department Head Spending Authority:** Motion by Alderman Rangel, seconded by Alderman Zeller to raise the department head spending authority to \$1,000. All members voted aye. Motion carried.

**Building Permits:** Motion by Alderman Odegaard, seconded by Alderwoman Lichty to allow Curt Spangler to move a garage onto his property contingent upon Dustin Graham's approval and to approve St. Ann's placement of a sign. All members voted aye. Motion carried.

**Bid for Electric Department Building Repair:** Motion by Alderman Steers, seconded by Alderman Odegaard to accept the bid of \$9,733.78 from Zeller Construction to repair the electric building exterior. Letters seeking bids were sent to all local contractors. Zeller was the only bid received. Five members voted aye; Alderman Zeller abstained. Motion carried.

**Bid for Pool Pump House Roof:** Motion by Alderman Odegaard, seconded by Alderman Rangel to accept the bid of \$933.00 from Zeller Construction to shingle the pool pump house. Letters seeking bids were sent to all local contractors. Zeller was the only bid received. Five members voted aye; Alderman Zeller abstained. Motion carried.

#### UNFINISHED BUSINESS

**Brainstorm Work Sessions:** The council will set up regular work sessions to work on a variety of issues. The first work session is planned for October. No formal action will be taken at any work session meetings.

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

**EXECUTIVE SESSION:** Motion by Alderman Rangel, seconded Alderman Odegaard by to go into executive session for personnel matters pursuant to SDCL 1-25-2(1) at 8:29 p.m. All members voted aye. Motion carried. Motion Alderman Rangel, seconded Alderman Odegaard to come out of executive session at 9:22 p.m. All members voted aye. Motion carried. No action was taken.

Motion by Alderwoman Lichty, seconded Alderman Steers by to adjourn the meeting. There being no further business, the meeting was adjourned at 9:23 p.m. All members voted aye. Motion carried.

\_\_\_\_\_  
Ronald Blachford, Mayor

\_\_\_\_\_  
Sheila Coss, Finance Officer

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**Bills August 2021 (2)**

A & B Business	Copier Meter	194.14
A-Ox Welding	Supplies	18.57
Agtegra	Fuel	3,205.82
American Solutions	Supplies	122.28
Avera Occupational Medicine	Test	92.00
Blake, Abigail	Reimb	121.73
CNH Industrial	Supplies	75.20
Cowboy Country Stores	Fuel	1,895.05
Dakota Land Mgmt	Spraying	3,766.55
DeHaai, Aubrey	Reimb	121.73
Display Sales	Supplies	1,479.50
Elan	Supplies	1,639.04
Farnam's	Parts	367.25
Ford, Cynthia	Reimb	121.73
Hammill, Brandon	Reimb	89.20
HCPD	Power	23,055.63
Heliman, Kafa	Reimb	231.03
Helms & Associates	Prof Fees	22,162.65
Jessen, Sydney	Reimb	98.56
John Deere Financial	Repairs	2,559.76
MDRWS	Water	18,895.50
Midco	Telephones	466.24
Midland Contracting	Cap Imp	154,320.75
Milbank WinWater	Supplies	29.00
Miller Ace	Supplies	1,776.13
Miller Rexall	Supplies	16.27
Northwest Pipe	Supplies	2,138.40
Oakley Farm & Ranch	Supplies	97.94
OHED	Industry	6,250.00
Petty Cash	Postage	38.63
Pollardwater	Supplies	21.00
Potomac Aviation	Repairs/Parts	258.42
Prairie Wind Promotions	Clothing	234.00
Prairieland Collections	Prof Fees	458.39
Reber, Zachary	Reimb	50.00
Resel, Heather	Reimb	121.73
RD	Loans	16,403.00
Russell, Preslie	Reimb	118.30
SD Dept of Revenue	Sales Tax	6,772.49
SD Federal Property	Supplies	71.50
Sivertsen, Kaden	Reimb	98.56
Spencer Quarries	Aggregate	590.65
Stan Houston	Supplies	34.61
Stuart Kirby	Clothing	425.00
Sturdevant's	Parts	78.20
Terex Corp	Annual Inspections	2,684.10
Tony's Repair	Repairs	53.40
Uline	Supplies	226.68
Van Zee, Tori	Reimb	98.56
WAPA	Power	37,766.85
Wesco	Supplies	1,364.00
Accounts Payable Total		5313,375.72

**Payroll Salary plus**

Benefits by Department:		8/10/2021 & 8/17/2021		
Department		w/o OT	OT	Total
41402 FINANCE OFFICE		1,378.35	0.00	1,378.35
42101 POLICE		11,002.51	544.14	11,546.65
43101 STREET		6,475.68	290.57	6,766.25
43201 SEWER		5,542.09	678.41	6,220.50
43305 WATER		5,718.09	678.39	6,396.48
43403 ELECTRIC		9,209.10	67.50	9,276.60
43501 AIRPORT		73.47	0.00	73.47
45101 BALLPARK		1,296.25	0.00	1,296.25
45202 PARK		876.49	0.00	876.49
45103 POOL		6,809.84	0.00	6,809.84
		\$48,381.87	\$2,259.01	\$50,640.88

**CITY OF MILLER  
CITY COUNCIL MEETING  
AUGUST 26, 2021**

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

The City Council met in special session at city hall at 6:15 p.m. on Thursday, August 26, 2021.

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

**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 Alderman Rangel to approve the agenda. All members voted aye. Motion carried.

**EXECUTIVE SESSION:** Motion by Alderman Steers, seconded Alderman Swartz to go into executive session for personnel matters pursuant to SDCL 1-25-2(1) at 6:24 p.m. All members voted aye. Motion carried. Motion Alderman Rangel, seconded Alderwoman Lichty to come out of executive session at 6:57 p.m. All members voted aye. Motion carried. No action was taken.

**NEW BUSINESS**

**Quoin Bank Water Issue:** Motion by Alderman Steers, seconded by Alderman Rangel to give the utility committee the authority to decide how to proceed with the water problems at Quoin Bank after consulting with the engineers and contractors who have been working on the problem. All members voted aye. Motion carried.

**2022 Budget Review:** Patrick Price was present on behalf of C&C. He stated that they would like to turn the fireworks project over to the city as the cost of \$6,000 is approximately half of their annual budget. They would like to use their budget to focus on other events that bring business to downtown. Alderwoman Lichty stated that the finance committee only budgeted for the \$2,000 original request. Members of the audience had suggestions for fundraising for C&C. Kecia Beranek gave a power point for On Hand Economic Development for their request of \$132,000. The finance committee suggested a donation of \$81,000 which is 10% of the past 2½ year average of sales tax. Kristi Lichty submitted a letter on behalf of Wheels and Meals to request \$2,250. Connie Schroeder requested a 2022 utility credit of \$1,500 for McWhorter Museum. Applications were received from Hand in Hand Daycare for \$850 utility credit and Helping Hands for \$2,500 utility credit. The finance committee consisting of Tammy Lichty, Bob Steers, and Tony Rangel along with finance officer Sheila Coss proceeded to give an overview of the remaining budget items. The public provided many good questions and comments concerning the budget. The finance committee has spent over 10 hours on the current budget draft and met multiple times with the department heads to adjust the budget where possible.

Motion by Alderwoman Lichty, seconded by Alderman Steers to adjourn the meeting. There being no further business, the meeting was adjourned at 9:03 p.m. All members voted aye. Motion carried.

\_\_\_\_\_  
Ronald Blachford, Mayor

\_\_\_\_\_  
Sheila Coss, Finance Officer

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**CITY OF MILLER  
CITY COUNCIL MEETING  
AUGUST 30, 2021**

*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 30, 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.

**Public Input**

Alderman Steers thanked John Page for his 1½ years of reporting city business with *The Miller Press*. Good luck on your next adventure, John.

**7:00 Joint Public Hearing – City Common Council and Board of Adjustments**

**Ordinance #720 – Cannabis Zoning:** Motion by Alderman Rangel, seconded by Alderman Swartz to approve the first reading of Ordinance #720 – Cannabis Zoning. Alderman Steers gave an overview of the necessary zoning requirements to have a cannabis dispensary in Miller. Roll call vote: Alderman Swartz – aye, Alderman Zeller – aye, Alderman Odegaard – aye, Alderman Rangel – aye, Alderwoman Lichty – aye, Alderman Steers – aye. Motion carried.

Motion by Alderman Odegaard, seconded by Alderman Zeller to adjourn as the joint meeting with the board of adjustments and reconvene as the common council at 7:14 p.m. All members voted aye. Motion carried.

**Ordinance #719 – Cannabis Licensing:** Motion by Alderman Steers, seconded by Alderman Odegaard to approve the first reading of Ordinance #719 – Cannabis Licensing. Alderman Rangel gave an overview of the necessary licensing requirements to have a cannabis dispensary in Miller. Roll call vote: Alderman Swartz – aye, Alderman Zeller – aye, Alderman Odegaard – aye, Alderman Rangel – aye, Alderwoman Lichty – aye, Alderman Steers – aye. Motion carried.

**Ordinance #721 – Fee Schedule:** Motion by Alderman Rangel, seconded by Alderman Swartz to approve the first reading of Ordinance #721 – Fee Schedule. Alderman Steers gave an overview of the addition to the city fee schedule for cannabis licensing fees. Roll call vote: Alderman Steers – aye, Alderwoman Lichty – aye, Alderman Rangel – aye, Alderman Odegaard – aye, Alderman Zeller – aye, Alderman Swartz – aye. Motion carried.

**Unfinished Business**

**Quoin Bank Water Issues:** Alderman Swartz recommended that the city water department dig it up to see what needs to be done. Quoin paid for the camera inspection.

Motion by Alderman Zeller, seconded by Alderwoman Lichty to adjourn the meeting. There being no further business, the meeting was adjourned at 7:27 p.m. All members voted aye. Motion carried.

\_\_\_\_\_  
Ronald Blachford, Mayor

\_\_\_\_\_  
Sheila Coss, Finance Officer

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**City Council Meeting  
Department Head Reports  
September 7, 2021**

**Police Department Report**

1. The police department is participating in the Labor Day Mobilization "Drive Sober or Get Pulled Over." The mobilization will end on September 6, 2021.
2. The first day of school was August 18, 2021. Officer Ames and I did several hours of grant time that day patrolling the school zone and surrounding area.
3. I met with Jon Pike, Department of Highway Safety. He did a review of the Highway Grant 2020. Everything went well with the review.

**Street Department Report**

1. We put fabric and drain tile and fabric on E 8th St. It has some soft spots due to the hole we had to leave in the street where I caught a 300 pair telephone wire that was NOT marked. We had to put fly-ash on this street on a couple soft spots.
2. We graveled the road north of the lagoons.
3. Doug Purrington dug a hole at the old landfill, for the lagoon project. I also had had Doug push a bunch of wood in a hole at the old dump ground.
4. David has been sweeping streets between projects.
5. We have been getting streets ready to be oiled. Last week rain prediction stopped me from oiling however this week I plan on oiling.
6. We helped the water dept. raise several manholes and water valves so they would match our street level.
7. I plan on graveling the north end of the Super 8 road to match the highway and the Super 8 parking lot.
8. I will be spraying the ballpark when weather allows.
9. I was notified that there has been a positive West Nile mosquito pool from Hand County.
10. We dressed up the concrete by the tornado shelter parking area.

**Water/Sewer/Airport/Pool Department Report**

**Electric Department Report**

1. Lots of locates this last month.
2. Meter reads, shutoffs and turn on
3. Fixing streetlights and replacing old with LED.
4. Demo of old system.
5. Maintaining the system we have.
6. Agenda Item #1: I would like to have DGR do the 10-year study this year. If we start now, they believe they can get it done this year.
  - a. I'm having troubles getting quotes back from suppliers for radio read meters. If I had which supplier we wanted, we would not be able to get any supplies by winter.
  - b. I'm trying to get ahead of next year's budget with some of my budget I have left from this year.
7. Agenda Item #2: I would like to purchase digital phase sticks.
  - a. Not sure what brand I'm going to buy yet, need to do more research.
  - b. This will help up bleed the wires better and HI pot/test before energizing.
  - c. Estimated - \$5,000

**City Council Meeting  
Department Head Reports  
September 7, 2021**

**Finance Office Report**

1. Sales Tax is up from last year. *See attached report.*
2. The following is our ward count change due to the census:

Population: 1349

Even wards = 450

Ward I	435	-3.26%
Ward II	455	1.19%
Ward III	459	2.08%

We can change the boundaries if we choose, but they are currently okay as there is less than 10% deviation from one ward to the next.



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	\$7,061.22 \$64,852.30	\$8,778.97 \$59,824.46	\$6,250.00
September			\$6,250.00
October			\$6,250.00
November			\$6,250.00
December			\$6,250.00
<b>Total</b>	<b>\$601,810.33</b>	<b>\$558,330.75</b>	<b>7.79%</b>
	up/down from last year		<b>\$43,479.58</b>

# 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	\$922.71	\$184.54	\$738.17
	\$3,182.16	\$636.43	\$2,545.73
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
<b>\$30,706.55</b>		<b>\$6,141.31</b>	<b>\$24,565.24</b>

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
<b>\$40,694.56</b>	<b>\$8,138.91</b>	<b>\$32,555.65</b>

\$3,391.21

average/month

up/down from previous year		
Total	3,605.95	13.31%
City	721.19	13.31%
OHED	2,884.76	13.31%

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

OHED 80%

Check #

Check Date

AUG 738.17

AUG 2,545.73

**\$3,283.90**

## TASK ORDER

Task Order No. 0010

Effective Date: \_\_\_\_\_

### Task Order Amendment to the DGR ENGINEERING Master Agreement for Professional Services

DGR Engineering (Consultant) agrees to provide to: City of Miller, South Dakota (Client), the professional services described below for the Project identified below. The professional services shall be performed in accordance with and shall be subject to the terms and conditions of the Master Agreement for Professional Services executed by and between Consultant and Client on the 16<sup>th</sup> day of March, 2015.

**TASK ORDER PROJECT NAME:** Electric System Long Range Plan Update

**TASK ORDER PROJECT DESCRIPTION:** A capital improvements plan update was last completed in 2017 for the City's electric system. As a result of that electric system study and its recommendations, certain substation, distribution and transmission projects were completed. Additionally, the City purchased substation and transmission assets from NorthWestern Energy.

City Staff has indicated a desire to review the impact of the recently completed electric system improvements and acquired assets to plan for the future of the City's electric infrastructure. An update of the electric system long range plan is necessary to determine improvements, upgrades or replacements needed to maintain satisfactory electric service. The update will identify deficiencies and establish a plan with the necessary budgets and schedules required to complete the necessary improvements.

**DGR CONTACT PERSON:** Jarrod Luzc, P.E., Project Manager

**CLIENT CONTACT PERSON:** Dustin Graham, Electric Superintendent

**SCOPE OF WORK:** Following is a detailed scope of services to be included under this Task Order:

1. Review the assumptions, projections, conclusions, and recommendations made in the 2017 study. Interview City Staff regarding their opinions of the electric system performance, weaknesses, load growth areas, and development plans. System criteria for acceptable service levels will be discussed and decided upon.
2. Update the detailed computer model of the primary electric system using the Milsoft "Windmil"® modeling software to include the latest customer and system load information.
3. Develop an updated load growth projection for the electric system. Use available outside projections for this, if any, along with input from City Staff about known and potential load additions that are expected to occur on the system.

4. Based on the software model and projected load conditions, assess the ability of the electric distribution system to handle expected loads. This will include an assessment of the ability of the system to properly provide backup service should the loss of any major component (such as a substation transformer, substation bus, or mainline feeder) be out of service.
5. Develop upgrades and alternatives to correct any deficiencies identified in the analysis. Prioritize the recommended system improvements.
6. Work with City Staff to identify work necessary to complete improvements at the recently acquired phase shifting substation site (NWE Substation), including re-construction, replacement or relocation as required.
7. Review the current condition of recently acquired transmission switching equipment and determine any improvements necessary for operation of the transmission system as desired by City Staff.
8. General upgrades identified by City Staff or engineering assessment.
9. Develop cost estimates and a schedule for the improvements identified.
10. Review the alternatives and improvements identified with City Staff to obtain their input, and perform follow-up analysis if required.
11. Develop a report for use as a planning tool for City Staff. An updated Capital Improvements Plan (CIP) will be developed which will include cost estimates for budgetary purposes that are tied to either specific dates or to load levels so that the City can use this information in budgetary planning. A review draft of the report will be made available to City Staff prior to finalizing the report.
12. Presentation to the City Council of the final report will be made once the review draft has been approved by City Staff and any revisions necessary have been made. DGR will furnish up to 15 copies of this report for distribution by City Staff to decision makers.

**FEE ARRANGEMENT:** We propose the following fee arrangement for the identified work:

<u>Segment</u>	<u>Fee Amount</u>	<u>Fee Type</u>
All items identified in the Scope of Work	\$ 24,000	Lump Sum

All "Lump Sum" work is inclusive of personnel, computer, and other costs. No billings above the lump sum figure will be made for this Scope of Work.

Additional work beyond the Scope of Work described herein will be billed at our standard hourly rates in effect at the time the work is performed. A copy of the current 2021 Hourly Fee Schedule A

is attached as Exhibit I. In addition to the amount relating to the personnel grade of the individuals doing the work, the only other expenses expected to be billed directly are travel-related costs (primarily mileage); subsistence costs if overnight stays are required (food and lodging); and Engineer's consultant charges (if any).

**SPECIAL TERMS AND CONDITIONS:**

1. Analysis of the City's current electric rates and identifying funding requirements to complete the improvements identified in the CIP is not included. Those items will be completed under a separate contract once the CIP is complete and the decision to move forward has been made.

City of Miller, South Dakota  
(Client)

DeWild Grant Reckert and Associates Company  
d/b/a DGR Engineering  
(Consultant)

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_  
(Authorized signature and Title)

Title: \_\_\_\_\_  
(Authorized signature and Title)

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

Address: 1302 South Union Street

City: \_\_\_\_\_

City: Rock Rapids, IA 51246

Date: \_\_\_\_\_

Date: \_\_\_\_\_

EXHIBIT I

# DGR ENGINEERING

JANUARY 2021

## HOURLY FEE SCHEDULE A

Personnel Grade	Engineer Hourly Rate	Technician Hourly Rate	Administrative Hourly Rate
01	\$96	\$56	\$52
02	\$101	\$61	\$54
03	\$107	\$66	\$58
04	\$113	\$70	\$62
05	\$122	\$75	\$66
06	\$134	\$79	\$70
07	\$145	\$84	\$74
08	\$155	\$90	\$80
09	\$167	\$96	\$86
10	\$179	\$101	\$92
11	\$191	\$107	\$99
12	\$203	\$112	\$112
13	\$216	\$118	\$129
14	\$222	\$126	\$159
15	\$228	\$136	\$209

Reimbursable Expenses:

1. Standard vehicle mileage at the IRS standard mileage rate in effect at the time.
2. Survey/staking/heavy duty trucks at \$0.80 per mile.
3. Other travel, subsistence, lodging at actual out-of-pocket cost.
4. GPS Survey Equipment (when used) at \$31.25 per hour.
5. ATV and UTV Equipment (when applicable) at \$12.50 per hour.

AN ORDINANCE AMENDING CHAPTER 8 TO THE REVISED ORDINANCES OF THE CITY OF MILLER CREATING LICENSING PROVISIONS FOR CANNABIS ESTABLISHMENTS

BE IT ORDAINED by the City Council of the City of Miller that Chapter 8 of the Revised Ordinances of the City of Miller is hereby amended by adding Article VI as follows:

Sec. 8-137 – 150 Reserved

ARTICLE VI CANNABIS

Sec. 8-151: PURPOSE AND INTENT

The City Council of the City of Miller enacts the following licensing ordinances in order to ensure that cannabis establishments within the municipal boundaries of the City operate in a manner which complies with state laws and regulations, protects the health, safety, and welfare of the general public, prevents potential conflicts and issues arising from ownership and employment, recognizes certain safety and security considerations, and minimizes risk of unauthorized use or access of cannabis by the general public.

Sec. 8-152: DEFINITIONS

This chapter utilizes the definitions for cannabis-related terms which are defined by SDCL 34-20G-1.

*Cannabis* (or *Marijuana*): all parts of any plant of the genus *cannabis*, whether growing or not, in its natural and unaltered state, except for drying or curing or crushing or crumbing. The term includes an altered state of marijuana absorbed into the human body. The term does not include fiber produced from the mature stalks of such plant, or oil or cake made from the seeds of such plant. The term does not include the plant *Cannabis sativa* L. or any part of that plant, including the seeds thereof and all derivatives, extracts, cannabinoids, isomers, acids, salts, and salts of isomers, whether growing or not, with a delta-9 tetrahydrocannabinol concentration of not more than three tenths of one percent on a dry weight basis.

*Cannabis Cultivation Facility*: in addition to the definition in SDCL 34-20G-1, this term is further defined as a legally licensed entity that acquires, possesses, cultivates, delivers, transfers, transports, supplies, or sells cannabis and related supplies to a cannabis establishment.

*Cannabis Dispensary*: in addition to the definition in SDCL 34-20G-1, this term is further defined as a legally licensed entity that acquires, possesses, stores, delivers, transfers, transports, sells, supplies, or dispenses cannabis, cannabis products, paraphernalia, or related supplies and educational materials.

*Cannabis Establishment*: cannabis cultivation facility, a cannabis testing facility, a cannabis

product manufacturing facility, or a cannabis dispensary.

*Cannabis Product Manufacturing Facility*: in addition to the definition in SDCL 34-20G-1, this term is further defined as a legally licensed entity that acquires, possesses, manufactures, delivers, transfers, transports, supplies, or sells cannabis products to a cannabis dispensary.

*Cannabis Product*: any concentrated cannabis, cannabis extracts, and products that are infused with cannabis or an extract thereof, and are intended for use or consumption by humans. The term includes edible cannabis products, beverages, topical products, ointments, oils, and tinctures

*Cannabis Testing Facility*: in addition to the definition in SDCL 34-20G-1, this term is further defined as a legally licensed entity authorized to analyze the safety and potency of cannabis.

Department: the South Dakota Department of Health

Sec. 8-153: LICENSE REQUIRED

(1) No cannabis establishment may be issued or operate in the city without the appropriate valid and current cannabis establishment license issued by the city pursuant to this article. A violation of this provision is subject to the general penalty provision in Sec. 8-156. Each day of the violation constitutes a separate offense.

(2) No cannabis establishment may be issued or operate in the city without the appropriate valid and current cannabis establishment registration certificate issued by the Department pursuant to rules promulgated under SDCL 34-20G. A violation of this provision is subject to the general penalty provision in XX.16. Each day of the violation constitutes a separate offense.

Sec. 8-154: LICENSE APPLICATION

(1) An application for a cannabis establishment license must be made on a form provided by the city. No other application form will be considered.

(2) The applicant must submit the following:

- a. Application fees and charges required under this chapter shall be in the amount provided in the city fee schedule. Failure to obtain a registration certificate from the South Dakota Department of Health will result in a reimbursement per the city fee schedule.
- b. An application that will include, but is not limited to, the following:
  - i. The legal name of the prospective cannabis establishment;
  2. The physical address of the prospective cannabis establishment that meets the zoning requirements in Chapter 40 - Zoning as well as any location requirements pursuant SDCL 34-20G and the administrative rules promulgated thereunder.

3. The name, address, and birth date of each principal officer, owner, and board member of the proposed cannabis establishment.
4. A sworn statement that no principal officer, owner, or board member has been convicted of a felony offense in the previous ten (10) years in any jurisdiction.
5. Any additional information requested by the city.

#### **Sec. 8-153: ISSUANCE OF LICENSE.**

- (1) The city will issue a license unless:
  - a. The applicant has made a false statement on the application or submits false records or documentation; or
  - b. Any owners, principal officer, or board member of the applicant is under the age of twenty-one (21) years; or
  - c. Any owner, principal officer, or board member of the applicant has been convicted of a felony offense in the previous ten (10) years in any jurisdiction;
  - d. The proposed location does not meet the applicable zoning requirements under Chapter 40, Zoning;
  - e. The proposed location does not meet all location requirements under SDC, 34-206 and the administrative rules promulgated thereunder;
  - f. The license is to be used for a business prohibited by state or local law, statute, rule, ordinance, or regulation; or
  - g. Any owner, principal officer, or board member of the applicant has had a cannabis establishment license revoked by the city or a registration certificate revoked by the state; or
  - h. An applicant, or an owner, principal officer, or board member thereof, is overdue in payment to the city of taxes, fees, fines, or penalties assessed against or imposed upon the applicant in relation to any cannabis establishment; or
  - i. The applicant will not be operating the business for which the license would be issued.
- (2) In the case of an application for a cannabis dispensary license, the city will reject the application if the time on the number of cannabis dispensaries has been reached.
- (3) The license must be posted in a conspicuous place at or near the entrance to the cannabis establishment so that it may be easily read at any time.

#### **Sec. 8-156: CITY NEUTRALITY AS TO APPLICANTS**

- (1) Upon request from the Department as to the City's preference of applicants, the City will neither support nor oppose any registration certificate application under consideration by the Department. Likewise, if inquiry is made by the Department, the City will abstain from endorsing any application as beneficial to the community.

#### **Sec. 8-157: NUMBER OF CANNABIS DISPENSARIES**

- (1) No more than one (1) cannabis dispensary shall be allowed to operate in the City at any time.

#### **Sec. 8-158: EXPIRATION OF LICENSE AND RENEWAL**

- (1) Each license expires one year from the date of issuance and may be renewed only by making application as provided in Sec. 8-153. Application for renewal must be submitted at least thirty (30) days before the expiration date. The license holder must continue to meet the license requirements to be eligible for a renewal.
- (2) Renewal fees required under this chapter shall be to the amount provided in the city fee schedule. Failure to obtain a registration certificate from the South Dakota Department of Health will result in a reimbursement per the city fee schedule.
- (3) Failure to renew a license in accordance with this section may result in additional fees upon expiration of the license; the city may order closure of the cannabis establishment.
- (4) If a license holder has not operated an establishment for which it holds a license in the preceding twelve (12) months, the license will not be renewed.

#### **Sec. 8-159: SUSPENSION**

- (1) A license may be suspended if the license holder or an employee or agent of the license holder:
  - a. Violates or is otherwise not in compliance with any section of this article;
  - b. Consumes or smokes or allows any person to consume or smoke cannabis on the premises of the cannabis establishment;
  - c. Knowingly dispenses or provides cannabis or cannabis products to an individual or business to whom it is unlawful to provide cannabis or cannabis products.
- (2) A license may be suspended if the license holder has its Department-issued registration certificate suspended, revoked, or not renewed by the Department or if the registration certificate is expired.
- (3) A license may be suspended if the license holder creates or allows to be created a public nuisance at the cannabis establishment.



## Sec. 8-160: REVOCATION

- (1) A license may be revoked if the license is suspended under Section 8-159 and the cause for the suspension is not remedied.
- (2) A license may be revoked if the license is subject to suspension under Section 8-159 because of a violation outlined in that section and the license has been previously suspended in the preceding 24 months.
- (3) A license is subject to revocation if a license holder or employee of a license holder:
  - a. Gave false or misleading information in the material submitted during the application process;
  - b. Knowingly allowed possession, use, or sale of non-cannabis-controlled substances on the premises;
  - c. Operated the cannabis establishment or the business of the cannabis establishment for which a license is required under this article while the license was suspended;
  - d. Repeated violations of Sec. 8-159;
  - e. Operated a function of a cannabis establishment for which the license holder was not licensed to be; a licensed cannabis cultivation facility violating cannabis testing functions without a cannabis testing establishment license;
  - f. A license holder, or an owner, principal officer, or board member thereof, is delinquent in payment to the city, county, or state for any taxes or fees related to the cannabis establishment;
  - g. A license holder, or an owner, principal officer, or board member thereof, has been convicted of, or continues to employ an employee who has been convicted of, a disqualifying felony offense as defined by SDCL 34-2002; or
  - h. The license holder has its Department-issued registration certificate suspended, revoked, or not renewed or the registration certificate is expired.
  - i. The license holder allows a public nuisance to continue after notice from the City.

## Sec. 8-161 SUSPENSION AND REVOCATION PROCESS

- (1) The license holder will receive a notice of intent to suspend or notice of intent to revoke informing the license holder of the violation and the city's intention to suspend or revoke the license. The notice will be hand delivered to the license holder or an employee or agent of the license holder or sent by certified mail, return receipt requested to the physical address of the

cannabis establishment.

- (2) If the license holder disputes the suspension or revocation, the license holder has ten (10) days from the postmark date on the notice or the date the notice was hand delivered to request a hearing before a hearing panel, which will consist of the Mayor, Finance Officer, and the Public Safety Committee.

- (3) A suspension will be for thirty (30) days and begins ten (10) days after the postmark date on the notice or the date the notice is hand delivered unless the license holder exercises its rights to process and appeal, in which case the suspension takes effect upon the final determination of suspension.

- (4) A revocation will be for one (1) year and begins ten (10) days after the postmark date on the notice or the date the notice is hand delivered unless the license holder appeals the revocation, in which case the revocation takes effect upon the final determination of revocation.

- (5) The license holder who has had the license revoked may not be issued any cannabis establishment license for one year from the date the revocation became effective.

## Sec. 8-162: APPEAL

An applicant or license holder who has been denied a license or renewal of a license or who has had a license suspended or revoked under this article may appeal to the City Council by submitting a written appeal within ten (10) days of the postmark on the notice of denial, nonrenewal, suspension, or revocation. The written appeal must be submitted to City Hall 120 W. 2nd Street, Miller, South Dakota, 57362. The appeal will be considered by the City Council at a regularly scheduled meeting within one month of the receipt of the appeal.

## Sec. 8-163: LICENSES NOT TRANSFERABLE

No cannabis establishment license holder may transfer the license to any other person or entity either with or without consideration, nor may a license holder operate a cannabis establishment at any place other than the address designated in the application.

## Sec. 8-164: HOURS OF OPERATION FOR DISPENSARIES

No cannabis dispensary may operate between the hours of 5:01 p.m. and 7:59 a.m. any day of the week.

## Sec. 8-165: LIABILITY FOR VIOLATIONS

Notwithstanding any thing to the contrary, for the purposes of this article, an act by an employee or agent of a cannabis establishment that constitutes grounds for suspension or revocation will be imputed to the cannabis establishment license holder for purposes of finding a violation of this article, or for purposes of license denial, suspension, or revocation, only if an officer, director or general partner of a person who managed, supervised or controlled the operation of the cannabis

establishment, knowingly allowed such act to occur on the premises

**Sec. 8-166: PENALTIES**

Any person who operates or causes to be operated a cannabis establishment without a valid license or in violation of this article is subject to a suit for injunction as well as prosecution for ordinance violations. Such violations are punishable by a maximum fine of five hundred dollars (\$500.00). Each day a cannabis establishment so operates is a separate offense or violation.

**Severability.** The provisions of this ordinance are severable. If any provision of this ordinance or the application thereof to any person or circumstance is held to be invalid, such invalidity shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF MILFORD, CT:**

That a medical cannabis establishment desiring to operate in the Municipality shall be required to apply for a permit and/or license from the Municipality. Applications for a local permit and/or license to operate a medical cannabis establishment, as defined by SDC § 34-20G-1, will be reviewed by the City.

Dated this 7<sup>th</sup> day of September 2021.

(SEAL) \_\_\_\_\_  
Ronald Blashford, Mayor

ATTEST:

\_\_\_\_\_  
Sheila Coss, Finance Officer

Record of Votes:

Alderman Swartz - 1<sup>st</sup> Reading - August 30, 2021  
Alderman Yelzer - 2<sup>nd</sup> Reading - September 7, 2021  
Alderman Odegaard - Adoption September 7, 2021  
Alderman Raguel - Publication September 11, 2021  
Alderman Lantry -  
Alderman Steers -

**ORDINANCE #720**  
*The City of Miller is an equal opportunity employer*

**AN ORDINANCE AMENDING CHAPTER 40 TO THE REVISED ORDINANCES OF THE CITY OF MILLER CREATING ZONING PROVISIONS FOR CANNABIS ESTABLISHMENTS**

**BE IT ORDAINED** by the City Council of the City of Miller, South Dakota, that CHAPTER 40 "ZONING", be amended by adding the following Sections in bold and underline font:

**BE IT FURTHER ORDAINED** by the City Council of the City of Miller, South Dakota, that the Sec. 40-1 be amended to read:

**Sec. 40-1 Purpose**

These regulations shall be for the purpose of implementing city comprehensive plan permitting development, construction, use and occupancy of land and buildings in prescribed districts in accordance with adopted standards. All uses and structures not specifically listed as a permitted use, special permitted use, or as a conditional use in a particular zoning district shall be prohibited in said district.

**Sec. 40-3. Definitions**

**BE IT FURTHER ORDAINED** by the City Council of the City of Miller, South Dakota: That the following definitions be added to Sec. 40-3.

*Cannabis (or Marijuana):* all parts of any plant of the genus cannabis, whether growing or not, in its natural and unaltered state, except for drying or curing and crushing or crushing. The term includes any altered state of marijuana absorbed into the human body. The term does not include fiber produced from the mature stalks of such plant, or oil or cake made from the seeds of such plant. The term does not include the plant Cannabis sativa L. (hemp) or any part of that plant, including the seeds thereof and all derivatives, extracts, cannabinoids, isomers, acids, salts, and salts of isomers, whether growing or not, with a delta-9 tetrahydrocannabinol concentration of not more than three-tenths of one percent on a dry weight basis.

*Cannabis Cultivation Facility:* in addition to the definition in SDCI 34-20C-1, this term is further defined as a legally licensed entity that acquires, possesses, cultivates, delivers, transfers, transports, supplies, or sells cannabis and related supplies to a cannabis establishment.

*Cannabis Dispensary:* in addition to the definition in SDCI 34-20G-1, this term is further defined as a legally licensed entity that acquires, possesses, stores, delivers, transfers, transports, sells, supplies, or dispenses cannabis, cannabis products, paraphernalia, or related supplies and educational materials.

*Cannabis Establishment:* a cannabis cultivation facility, a cannabis testing facility, a cannabis product manufacturing facility, or a cannabis dispensary.

*Cannabis Processed Manufacturing Facility:* in addition to the definition in SDCI 34-20G-1, this term is further defined as a legally licensed entity that acquires, possesses, manufactures, delivers, transfers, transports, supplies, or sells cannabis products to a cannabis dispensary.

*Cannabis Product:* any concentrated cannabis, cannabis extracts, and products that are infused with cannabis or an extract thereof, and are intended for use or consumption by humans. The term includes edible cannabis products, beverages, topical products, ointments, oils, and tinctures.

*Cannabis Testing Facility:* in addition to the definition in SDCI 34-20G-1, this term is further defined as a legally licensed entity legally authorized to analyze the safety and potency of cannabis.

**BE IT FURTHER ORDAINED** by the City Council of the City of Miller, South Dakota that ARTICLE VII, C COMMERCIAL DISTRICT be amended by adding the following:

**(10) Cannabis Dispensary**

**BE IT FURTHER ORDAINED** by the City Council of the City of Miller, South Dakota that ARTICLE IX, I INDUSTRIAL DISTRICT be amended by adding the following use:

**(9) Cannabis Dispensary**

**BE IT FURTHER ORDAINED** by the City Council of the City of Miller, South Dakota, that ARTICLE XVIII, "CANNABIS" be added:

**Sec. 40-301-349, Reserved.**

**ARTICLE XVIII, CANNABIS**

**Sec. 40-350. Maximum Number of Cannabis Dispensaries.**

- e. In the development and execution of these regulations, it is recognized that there are some uses which because of their very nature, are recognized as having serious objectionable operational characteristics, particularly when several of them are concentrated under certain circumstances thereby having a potential deleterious effect upon the adjacent areas. Special regulation of these uses is necessary to ensure that those adverse effects will not contribute to the brighting or downgrading of the surrounding neighborhood. The primary control or regulation is for the purpose of preventing a concentration of these uses in any one area.

- h. The City of Miller shall allow up to one cannabis dispensary provided the time, place, and manner of said dispensary complies with this ordinance.

**Sec. 40-351. Required Separation Distances.**

- a. A cannabis dispensary shall be located not less than 1500 feet from a public or private school existing before the date of the cannabis dispensary application;
- b. A cannabis dispensary shall be accessed from Broadway Ave, in a commercial or industrial district;
- c. Exemption from separation requirements. Any separation distance requirement, other than the State requirement from schools (1,500 feet), may be waived, provided the applicant provides documentation waiving the setback requirement from the title holder of the land benefiting from the separation.
- d. Prescribed separation/setback distances from certain existing uses are to be measured from the lot line of the property where the dispensary is proposed.

**Sec. 40-352. Other Location Requirements.**

- a. Permanent or temporary dispensaries are prohibited in all other zoning districts and not eligible for a home occupation use.
- b. It shall be unlawful to operate a dispensary in a building which contains a residence or a mixed-use building with commercial and residential uses.

**Sec. 40-353. Controlled Access.**

No cannabis establishment shall share premises with or permit access directly from another medical cannabis establishment, business that sells alcohol or tobacco, or, if allowed by law, other cannabis establishment.

**Sec. 40-354 Hours of operation.**

- a. Cannabis dispensaries are allowed to be open between the hours of 8:00 a.m. and 5:00 p.m. Monday through Saturday.

**Sec. 40-355. Documentation of State Licensure.**

- a. No cannabis dispensary shall acquire, possess, store, deliver transfer transport, supply or dispense cannabis, cannabis products, paraphernalia without providing documentation of licensure from the State of South Dakota.

**Sec. 356. Permits.**

The zoning official is authorized to issue permits (building use) for cannabis dispensaries subject to following:

- a. Submission of a site plan containing the following
  - i. Any information required for applicable building permit.

- ii. Egress and egress plan
- iii. Parking plan
- iv. Lighting plan (including security lighting)
- v. Screening/security fencing plan,
- vi. Retain plan,
- vii. Hours of Operation,
- viii. Any other information as lawfully may be required by the Zoning official to determine compliance with this ordinance

- b. Documentation of ability to meet setback/separation requirements.

- c. Documentation of State Licensure.

**Sec. 357. Conformance.**

All Cannabis Establishments are required to be constructed in conformance with the 2012 Edition of the International Building Code and International Fire Code.

Dated this 7<sup>th</sup> day of September, 2021:

Ronald Brachford, Mayor

(SEAL)

ATTEST:

Shells Cass, Finance Officer

Record of votes:

Alderman Swartz -	1 <sup>st</sup> Reading – August 30, 2021
Alderman Zeifer -	2 <sup>nd</sup> Reading – September 7, 2021
Alderman Odgaard -	Adoption – September 7, 2021
Alderman Rangel -	Publication – September 20, 2021
Alderman Lichly -	
Alderman Steers -	

**ORDINANCE #721**

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

**AN ORDINANCE AMENDING APPENDIX A - CITY FEE SCHEDULE OF THE ORDINANCES OF THE CITY OF MILLER, SOUTH DAKOTA.**

**BE IT ORDAINED** by the City of Miller, South Dakota, Appendix A - City Fee Schedule be hereby amended to charge the following fees:

Cannabis Licenses:			
		Dispensary (\$5,000 reimbursable per Sec. 8-154)	10,000.00
		Renewal Fee (\$2,500 reimbursable per Sec. 8-158)	5,000.00

\_\_\_\_\_  
Ronald Blachford, Mayor

(SEAL)

ATTEST:

\_\_\_\_\_  
Sheila Coss, Finance Officer

Record of votes:

Alderman Swartz --  
Alderman Zeller --  
Alderman Odegaard --  
Alderman Rangel --  
Alderman Lichy --  
Alderman Steers --

1<sup>st</sup> Reading -- August 30, 2021  
2<sup>nd</sup> Reading -- September 7, 2021  
Adoption -- September 7, 2021  
Publication -- September 11, 2021

IN THE SW1/4 OF SECTION 2,  
TOWNSHIP 112 NORTH, RANGE 68 WEST OF THE 5th P.M.,  
HAND COUNTY, SOUTH DAKOTA

SHEET # OF 3

PLAT SHOWING  
**HAND COUNTY RUBBLE SITE ADDITION**

IN THE SW1/4 OF SECTION 2,  
TOWNSHIP 112 NORTH, RANGE 68 WEST OF THE 5TH P.M.,  
HAND COUNTY, SOUTH DAKOTA

**OWNER'S CERTIFICATE**

Todd D. Alley and Catherine D. Seegen Alley, Trustees or Successor Trustees under the Todd D. Alley Living Trust dated November 1, 2010, do hereby certify that the Trust is the owner of the Southwest Quarter of the Northwest Quarter of the Southwest Quarter (SW1/4 NW1/4 SW1/4) of Section Two (2), Township One Hundred Twelve (112) North, Range Sixty-Eight (68) West of the 5th P.M., Hand County, South Dakota, and that it has caused the same to be surveyed and plotted as shown on the attached plat which shall be hereinafter known and described as:

**"HAND COUNTY RUBBLE SITE ADDITION IN THE SW1/4 OF SECTION 2, TOWNSHIP 112 NORTH, RANGE 68 WEST OF THE 5TH P.M., HAND COUNTY, SOUTH DAKOTA"**

and that development of this land shall conform to all existing applicable zoning, subdivision and sediment control regulations.

Owner: Todd D. Alley Living Trust dated November 1, 2010

Todd D. Alley, Trustee

Signed this 16 day of August, 2021.

Catherine D. Seegen Alley, Trustee

Signed this 16 day of August, 2021.

COUNTY OF NEBRASKA )

STATE OF NEBRASKA ) SS

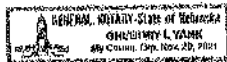
On this, the 16 day of August, 2021, before me, Gregory J. York, the undersigned officer, personally appeared Todd D. Alley, Trustee under the Todd D. Alley Living Trust dated November 1, 2010, known to me or satisfactorily proven to be the person who subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

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

My Commission Expires: 11-10-2021

Gregory J. York

Notary Public



COUNTY OF NEBRASKA )

STATE OF NEBRASKA ) SS

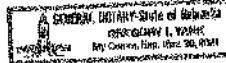
On this, the 16 day of August, 2021, before me, Gregory J. York, the undersigned officer, personally appeared Catherine D. Seegen Alley, Trustee under the Todd D. Alley Living Trust dated November 1, 2010, known to me or satisfactorily proven to be the person who subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

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

My Commission Expires: 11-10-2021

Gregory J. York

Notary Public



Prepared By:

**Assurance**  
LAND SURVEYING

819 14th Avenue S, Rapid City, South Dakota 57408  
Phone: 605-294-3050 / Email: zach@assurancelandsurveying.com  
Project No. AL521016 Field Survey Date: 7-6-2021

**OWNER'S CERTIFICATE**

Hand County, does hereby certify that it is the owner of the Northwest Quarter of the Northwest Quarter of the Southwest Quarter (NW1/4 NW1/4 SW1/4) of Section Two (2), Township One Hundred Twelve (112) North, Range Sixty-Eight (68) West of the 5th P.M., Hand County, South Dakota, and that it has caused the same to be surveyed and plotted as shown on the attached plat which shall be hereinafter known and described as:

**"HAND COUNTY RUBBLE SITE ADDITION IN THE SW1/4 OF SECTION 2, TOWNSHIP 112 NORTH, RANGE 68 WEST OF THE 5TH P.M., HAND COUNTY, SOUTH DAKOTA"**

and that development of this land shall conform to all existing applicable zoning, subdivision and sediment control regulations.

Owner: Hand County

Print Name & Title

Signature

Signed this 7 day of SEPTEMBER, 2021.

COUNTY OF HAND )

STATE OF SOUTH DAKOTA ) SS

On this 7 day of Sept, 2021, before me, a notary public, the undersigned officer, personally appeared \_\_\_\_\_ who acknowledge himself/herself to be the \_\_\_\_\_ of Hand County, and that he/she as such \_\_\_\_\_, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the County by himself/herself as \_\_\_\_\_.

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

My Commission Expires: \_\_\_\_\_

Notary Public

**SURVEYOR'S CERTIFICATE**

I, Zachary M. Remily, Registered Land Surveyor, in the State of South Dakota, do hereby certify that, at the request of the owners, I have surveyed and plotted:

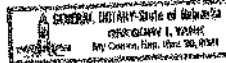
**"HAND COUNTY RUBBLE SITE ADDITION IN THE SW1/4 OF SECTION 2, TOWNSHIP 112 NORTH, RANGE 68 WEST OF THE 5TH P.M., HAND COUNTY, SOUTH DAKOTA"**

as shown on the attached plat, that I have found and/or set iron pins or indicated thereon, and that said survey and plat are true and correct.

Signed this 9 day of AUGUST, 2021.

Zachary M. Remily

ZACHARY M. REMILY, LS11008



PLAT SHOWING

# HAND COUNTY RUBBLE SITE ADDITION

IN THE SW1/4 OF SECTION 2,  
TOWNSHIP 112 NORTH, RANGE 68 WEST OF THE 5TH P.M.,  
HAND COUNTY, SOUTH DAKOTA

## TOWNSHIP HIGHWAY APPROVAL

"Existing Access to 360th AVENUE is approved. This access approval does not replace the need for any permits by law to establish the precise access location, including permit requirements set forth in Administrative Rule of South Dakota 70:09-01-02."

Signed this 27th day of August, 2021.

Richard A. Nelson  
Highway or Street Authority

## APPROVAL BY THE COUNTY

I hereby certify that the following is a correct copy of the resolution duly passed by the County Commission of Hand County, South Dakota, at a meeting held on the 27th day of SEPTEMBER, 2021.

County Auditor  
Hand County, South Dakota

"Be it resolved by the County Commission of Hand County, South Dakota, that the plat showing:

"HAND COUNTY RUBBLE SITE ADDITION IN THE SW1/4 OF SECTION 2,  
TOWNSHIP 112 NORTH, RANGE 68 WEST OF THE 5TH P.M., HAND  
COUNTY, SOUTH DAKOTA"

having been examined is hereby approved in accordance with the provisions of SDCL of 1967, Chapter 11-3, and any amendments thereof."

## APPROVAL BY THE CITY

I hereby certify that the following is a correct copy of the resolution duly passed by the City Council of Miller, South Dakota, at a meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Finance Officer  
Miller, South Dakota

"Be it resolved by the City Council of Miller, South Dakota, that the plat showing:

"HAND COUNTY RUBBLE SITE ADDITION IN THE SW1/4 OF SECTION 2,  
TOWNSHIP 112 NORTH, RANGE 68 WEST OF THE 5TH P.M., HAND  
COUNTY, SOUTH DAKOTA"

having been examined is hereby approved in accordance with the provisions of SDCL of 1967, Chapter 11-3, and any amendments thereof."

## TREASURER'S CERTIFICATE

I hereby certify that all taxes which are liens upon any of the lands included in the attached plat are shown by the records of my office to be fully paid.

Signed this 26th day of August, 2021.

Jim Koeck  
County Treasurer  
Hand County, South Dakota



## DIRECTOR OF EQUALIZATION CERTIFICATE

I hereby certify that I have received a copy of this plat this 26th day of August, 2021.

James F. Russell  
Director of Equalization  
Hand County, South Dakota



## REGISTER OF DEEDS' CERTIFICATE

Filed for record this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

at \_\_\_\_\_ O'clock \_\_\_\_\_ M., and duly recorded in Plat Book No. \_\_\_\_\_

on Page No. \_\_\_\_\_

Register of Deeds  
Hand County, South Dakota

Prepared By:



619 14th Avenue S, Faulkton, South Dakota 57428  
Phone: 605-280-3900 / Email: zach@assurancesurveying.com  
Project No. AL021070 Field Survey Date: 7-9-2021



DOT-109  
12/2/2021  
Airport Rescue Grant  
CFDA No. 28.108  
Federal Award Date: August 19, 2021

Agreement Number \_\_\_\_\_  
  
STATE OF SOUTH DAKOTA  
DEPARTMENT OF TRANSPORTATION  
DIVISION OF SECRETARIAT  
OFFICE OF AIR, RAIL, AND TRAMIST  
AGREEMENT FOR PROJECT NO. 245-0035-01A-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 City of Miller, referred to in this Agreement as the "SPONSOR."

**BACNGROUND:**

A. On March 11, 2021, the President of the United States signed the American Rescue Plan Act (ARPA) of 2021, (P.L. 117-2), into law. ARPA provides approximately Eight Billion Dollars (\$8,000,000,000.00) in funds to be awarded as economic assistance to eligible U.S. airports to prevent, prepare for, and respond to the COVID-19 pandemic, including relief from rent and minimum annual guarantees (MAG) for eligible airport concessions at primary airports.

B. To distribute these funds, the Federal Aviation Administration (FAA) has established the Airport Rescue Grants (ARGL) program. Funding will be provided at a one hundred percent (100%) federal share with no local match required, and will be available to support disaster, emergency, and other expenses generally eligible under those programs to prevent, prepare for, and respond to COVID-19. These funds will provide economic relief to airports around the country affected by the COVID-19 public health emergency. ARPA divides the funding into four groups by formula that result in specific allocations to each eligible airport, as follows:

1. **200% Federal Share for Airport Development Grants.** Not more than Six Hundred Eight Million Dollars (\$680,000,000.00) is available to pay a federal share of one hundred percent (100%) for any grant awarded in FY 2021, or in FY 2022 with less than a one hundred percent (100%) federal share, for an airport development project as defined in 49 U.S.C. 47102. Any amount remaining under this paragraph will be allocated as described in Group 2, below.
2. **General Grants for Primary Airports.** Primary Commercial Service Airports and Certain Cargo Airports share not more than Six Billion Four Hundred Ninety-two Million Dollars (\$6,492,000,000.00) based first on the statutory Airport Improvement Program (AIP) primary and cargo allotment formula. However, the Twenty-Six Million Dollars (\$26,000,000.00) limit under 49 U.S.C. 47114(c)(1)(C)(ii) and reduction for increasing passenger facility charges under 49 U.S.C. 47114(d) do not apply to these allocations. After allocating based on the statutory allotment formula, the remainder is then allocated based on the number of enplanements the airport had in calendar year (CY) 2019 as a percentage of total 2019 enplanements for all primary airports. SPONSOR may use these funds for costs related to operations, personnel, cleaning, sanitization, janitorial services, contracting the services of contractors at the airport, and other service payments.
3. **General Grants for Nonprimary Airports.** Nonprimary Commercial Service and General Aviation Airports share not more than One Hundred Million Dollars (\$100,000,000.00), allocated based on the categories (National, Regional, Local, and Basic) published in the most current National Plan of Integrated Airport Systems (NIPAS), reflecting the percentages of the aggregate published eligible development costs for each such category, and then dividing the

allocating funds evenly among the eligible airports in each category, rounded up to the nearest thousand. Any amount remaining under this paragraph will be allocated as described in Group 2) above. SPONSOR may use these funds for costs related to operations, personnel, cleaning, sanitization, janitorial services, contracting the services of contractors at the airport, and service payments.

4. **Congressional Relief Grants.** Primary commercial service airports share not more than Eight Hundred Million Dollars (\$800,000,000.00) allocated based on the number of enplanements the airport had in CY2019 as a percentage of total CY 2019 enplanements for all primary airports. SPONSOR will receive two (2) allocations, a proportional share of Six Hundred Forty Million Dollars (\$640,000,000.00), and a proportional share of One Hundred Sixty Million Dollars (\$160,000,000.00) to provide relief to small airport concessions and large airport concessions, respectively.

C. The STATE and the SPONSOR have entered into an agency agreement for the purpose of preparation for, and response to the COVID-19 pandemic and establishing, constructing, and maintaining an airport located on a portion of real property legally described as Sections Twenty (20) and Twenty-one (21), of Township One Hundred Twenty-four North (124N), Range Seventy-nine West (79W), of the 5<sup>th</sup> Prime Meridian, Waverly County, South Dakota, referred to in this Agreement as the "Airport."

D. The SPONSOR proposes the development of the Airport will consist of the following described items, referred to in this Agreement as the "Project":

**F&A designated eligible costs which may include prevention of, preparation for, and response to the COVID-19 pandemic items, maintenance, and development expenses for which ARPA funding may be lawfully used.**

**NOTE: THE SPONSOR, in consideration of these facts and the mutual covenants contained in this Agreement, the Parties agree as follows:**

**Section 1. Payment**

Pursuant to and for the purposes of carrying out the provisions of South Dakota Codified Law (SDCL) § 50-7-16, the STATE will reimburse the SPONSOR with allocated funds for one hundred percent (100%) of eligible Project costs, not to exceed Twenty-two Thousand Dollars and No Cents (\$22,000.00). The STATE will determine eligible costs in the same manner as for the Federal Aviation Administration (FAA) Grant Agreement Project Number 3-46-2005-014-2021. The STATE will make payments to the SPONSOR up to 100% of the total share of eligible Project costs listed in this section once the Project costs have been approved by the FAA. The STATE may 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.

**Section 2. Termination**

1. For Convenience, the STATE may, with the concurrence of the SPONSOR, terminate and cancel this Agreement if both parties agree, in writing that the continuation of the Project would not provide beneficial results commensurate with the further expenditures 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 this Agreement without the STATE's approval when, under the terms of this Agreement, the STATE's approval is required.

- (b) The commencement, prosecution or timely completion of the Project by the SPONSOR is, for any reason, rendered improbable, 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 soon 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 this 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-aviation products and supplies or any services of a non-aviation nature.
3. The SPONSOR will safely operate and maintain the Airport and all facilities on or connected with which are necessary for airport purposes. The SPONSOR will not allow facilities 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 installed, will be operated 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. The SPONSOR will ensure any project funded under an ARS is administered in accordance with policies, standards, and specifications approved by the United States Secretary of Transportation, including, but not limited to, current FAA Advisory Circulars for ARP projects as of July 12, 2021.
2. The SPONSOR will include provisions in its subcontracts requiring 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, guidelines, permits, and requirements and will retain 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.
3. 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 this time period, the SPONSOR will submit written justification to the STATE. Upon request, if it is determined that a subcontractor or supplier has not received payment due without just cause, the STATE may withhold future estimated payments or may direct the SPONSOR to make such payment to the subcontractor or supplier.

4. The SPONSOR must submit any proposed change affecting the Project to the STATE in writing, for the STATE'S approval prior to any change.
  5. This Agreement may not be amended, 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.
  6. 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.
  7. 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 this 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.
  8. 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 availability of services or costs and adherence to Agreement provisions.
  9. 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 regulations, 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.
  10. The SPONSOR will provide services in compliance with the American with Disabilities Act of 1990 and any amendments.
  11. 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 115, "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 imposed by Section 1362, title 31, U.S. Code. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

12. The SPONSOR certifies, by signing this Agreement, that neither the SPONSOR nor the SPONSOR'S principals are presently declared, suspended, proposed for declaration, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency.
13. In accordance with Executive Order 13613, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009 and DOT Order 5902.10, Text Messaging While Driving, December 30, 2009, the SPONSOR is encouraged to:
- A. Adopt and enforce workplace safety policies to decrease distress 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 initiatives in a manner commensurate with the size of the business, such as:
    - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
    - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
14. The SPONSOR will indemnify the STATE, its officers, agents, and employees against any and all actions, suits, damages, liability or other proceeding which may arise as a result of the SPONSOR performing services under this Agreement. This section does not require the SPONSOR to be responsible for or defend against claims or damages arising solely from acts or omissions of the STATE, its officer, agents, or employees.
15. The SPONSOR has designated its Mayor as the SPONSOR'S authorized representative and has empowered the Mayor with the authority to sign this Agreement on behalf of the SPONSOR. A copy of the SPONSOR'S Commissioner's minutes or resolution authorizing the execution of this Agreement by the Mayor as the SPONSOR'S authorized representative is attached to this Agreement as Exhibit A.
16. The effective date of this Agreement is August 19, 2021. This Agreement will end four (4) years from the date of signature by the STATE.
17. Any notice or communication required under this Agreement will be in writing and sent to the following addresses:
- South Dakota Department of Transportation  
Attn: Program Manager  
700 East Broadway Avenue  
Pierre, South Dakota 57501
- City of Miller  
Alex Meyer  
126 West 2nd Street  
Miller, SD 57252

This Agreement has been executed by the STATE and the SPONSOR acting by and through their duly authorized representatives.

City of Miller, South Dakota	State of South Dakota Department of Transportation
By: _____	By: _____
Name/Printed: _____	Name/Printed: _____
Its: Mayor	Its: Program Manager
Date: _____	Date: _____
Attest:	
City Auditor/Clerk _____	
(City Seal)	

## MUELLER SYSTEMS MASTER AGREEMENT

THIS MASTER AGREEMENT (this "Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_ between MUELLER SYSTEMS, LLC, a Delaware limited liability corporation having its principal offices at 10210 Statesville Blvd, Cleveland, North Carolina 27013 (referred to in this Agreement as "Mueller Systems" or "Provider"), and \_\_\_\_\_ (referred to in this Agreement as "Customer"). This Agreement governs the sale by Provider and the purchase by Customer for its own use and not for resale of, as applicable, Equipment, Software, Documentation and other items related to advanced metrology infrastructure systems. In the event of any conflict or inconsistency between the terms and conditions of this Agreement and terms and conditions of any other agreement or document, the terms and conditions of this Agreement shall govern and control and the conflicting or inconsistent terms and conditions are hereby rejected. In consideration of the mutual obligations set forth in this Agreement, Customer and Mueller Systems agree as follows:

### 1. DEFINITIONS.

a. "Content" means the information developed or legally acquired by Customer which may be used in connection with or accessed by any module of the Software.

b. "Documentation" means the user guides, reference manuals, and installation materials provided by Provider to Customer related to the Software and Equipment.

c. "Equipment" means the components, devices, products, equipment and related items provided by Provider identified in Appendix A.

d. "Services" means activities related to deployment and installation services, repair services, hosting services and technical support/maintenance services as provided by Mueller Systems and as identified in Appendix B.

e. "Software" means the object code versions of Mueller Systems' software identified in Appendix A, together with all subsequent authorized updates, replacements, modifications or enhancements.

### 2. SOFTWARE

a. Software on Equipment License. For Equipment purchased by Customer from Mueller Systems, Mueller Systems hereby grants Customer a limited, non-exclusive, non-sublicensable, non-transferable, perpetual, irrevocable license to use and execute the Software embedded in the Equipment for its internal business purposes in connection with such Equipment ("Firmware").

b. Online Software Access. Subject to the terms of this Agreement and the payment of the fees specified in Section 6a herein, Mueller Systems grants to Customer, for its internal business purposes and during the term of this agreement, a limited, non-exclusive, non-sublicensable, non-transferable right to access and use and make available to Customer's utility users, as applicable, and/or employees the online, hosted Software specified herein.

c. Restrictions. Except as specifically and expressly permitted in writing by Mueller Systems, Customer shall not (i) violate any restriction set forth in this Agreement; (ii) modify, translate, de-compile, reverse compile, disassemble, or create or attempt to create, by reverse engineering or otherwise, the source code from the object code of the Software; (iii) adapt the Software in any way for use to create a derivative work; or (iv) include or combine the Software in or with any other software.

d. Ownership. This Agreement does not grant to Customer any ownership interest in the Software or Documentation. Customer has a license to use the Software and Documentation as provided in this Agreement. Customer hereby agrees and acknowledges that Mueller Systems owns all right, title, and interest in the Software and Documentation, and Customer will not contest those rights or engage in any conduct contrary to those rights. Any copy, modification, revision, enhancement, adaptation, translation, or derivative work of or created from the Software and Documentation made by or at the direction of Customer shall be owned solely and exclusively by Mueller Systems, as shall all patent rights, copyrights, trade secret rights, trademark rights and all other proprietary rights, worldwide.

e. Reservation. Mueller Systems reserves all rights not specifically granted under this Agreement.

3. **EQUIPMENT** In consideration of the fees set forth in Appendix D of this Agreement, Mueller Systems will provide the Equipment identified in Appendix A.

4. **SERVICES** In consideration of the fees set forth in Appendix D of this Agreement, Mueller Systems will provide the Services identified in Appendix B.

5. **CONFIDENTIALITY** The Software, Equipment and Documentation, including any ideas, concepts, know-how and technology contained therein, shall be considered the proprietary and confidential information of Mueller Systems and, as such, shall be subject to the confidentiality provisions of this Agreement. If a separate, written non-disclosure agreement exists between Mueller Systems and Customer, such agreement will control and will apply according to its terms and conditions to all confidential information the parties exchange with each other. If no separate, written non-disclosure agreement exists between Mueller Systems and Customer, the terms listed in Appendix C will apply to the confidential information the parties exchange with each other.

#### 6. FEES AND PAYMENT

a. Software Fees. Customer shall pay the Software fees set forth in Appendix D of this Agreement.

b. Equipment Fees. Customer shall pay the Equipment fees set forth in Appendix D of this Agreement. Title to the Equipment, except the Software and Documentation that are subject to licenses provided in this Agreement, passes from Mueller Systems to Customer when Mueller Systems ships the Equipment.

c. Service Fees. Customer shall pay the Service fees set forth in Appendix D of this Agreement.

d. Taxes. All prices and fees are in U.S. dollars unless otherwise specified. All amounts payable under this Agreement are exclusive of all sales, use, value-added, excise, property, withholding, and other taxes and duties. Customer will pay all taxes and duties assessed by any

authority in connection with this Agreement and with Customer's performance hereunder. Customer will promptly reimburse Mueller Systems for any and all taxes or duties that Mueller Systems may be required to pay in connection with this Agreement or its performance. This provision does not apply to taxes based on Mueller Systems' income, or any taxes for which Customer is exempt, provided Customer has furnished Mueller Systems with a valid tax exemption certificate.

e. Payment. Unless provided otherwise herein, Customer agrees to pay all amounts specified in Appendix D or otherwise due under this Agreement within thirty (30) days after the date of invoice. Past due amounts will shall bear interest from the due date until paid at a rate of (i) one and one-half percent (1.5%) per month or (ii) the maximum rate permitted by law, whichever is less. All payments made under this Agreement shall be nonrefundable, except as specifically provided otherwise in this Agreement.

#### 7. TERM; TERMINATION

a. Term. The term of this Agreement is one (1) year commencing upon the date of this Agreement. This Agreement will automatically renew for subsequent, successive one (1) year periods at the then-current Mueller Systems prices unless either party gives the other party written notice of its intent to not renew at least thirty (30) days prior to the expiration of the then current term. Mueller Systems may increase support fees at any time on thirty (30) days prior notice to Customer. Within such thirty (30) days, Customer may terminate the Agreement by providing written notice to Mueller Systems.

b. Termination for Breach. If either party breaches this Agreement, and such breach is not cured within ten (10) days of the breach, after receiving written notice, the non-breaching party may terminate this Agreement, including all licenses provided herein, effective upon written notice to the other party. The breaching party agrees that if it breaches this Agreement, the non-breaching party will be entitled to injunctive or similar equitable relief and that the breaching party will not argue in any proceeding that its breach will not cause irreparable harm to the non-breaching party or that the non-breaching party can be adequately compensated for any such harm by any remedies other than by injunctive relief.

c. Effect of Termination. Termination of this Agreement shall have the effect designated in Appendix B.

d. Non-Exclusive Remedy. Termination of this Agreement or any license granted hereunder shall not limit the remedies otherwise available to either party, including injunctive relief.

e. Survival. Unless otherwise stated herein, any provision that, by its nature or terms, is intended to survive the expiration or termination of this Agreement, will survive.

### 8. LIMITED WARRANTIES; REMEDIES

a. Software. Subject to the exclusions herein, including those in Appendix A, Mueller Systems warrants that commencing from the date of shipment or provision to Customer and continuing for the period set forth in Appendix A (the "Warranty Period"), (i) the media on which the Software is furnished will be free of defects in materials and workmanship under normal use; and (ii) the Software will perform substantially in conformance with the applicable Documentation provided to Customer by Mueller Systems. Mueller Systems does not warrant that the Software will operate in combinations with other software, except as specified in the Documentation, that the Software will meet the Customer's requirements or that the operation of the Software will be uninterrupted or error-free. Customer assumes responsibility for taking adequate precautions against damages which could be caused by defects, interruptions or malfunctions in the Software or the hardware on which it is installed. Mueller Systems' entire obligation and Customer's exclusive remedy with respect to the Software warranties set forth above shall be, at Mueller Systems' option, to either (x) repair or replace any Software containing an error or condition which is reported by Customer in writing to Mueller Systems which causes the Software not to conform with the warranty set forth herein; or (y) refund a pro-rated amount paid by Customer to Mueller Systems and terminate this Agreement and all licenses provided herein.

b. Services. Mueller Systems warrants that all services provided by it to Customer under this Agreement shall be performed in a workmanlike manner. Mueller Systems' entire obligation and Customer's exclusive remedy with respect to the

Service warranties set forth above shall be the re-performance of the applicable non-conforming Service.

c. Equipment. Subject to the exclusions herein, including those in Appendix A, Mueller Systems warrants to Customer that the Equipment will comply with provided specifications for the periods specified in Appendix A. Claims under this Section will be considered if submitted to Mueller Systems within sixty (60) days following the discovery of any noncompliant Equipment covered by this Agreement and provided Mueller Systems or its agents are permitted a commercially reasonable opportunity to examine and analyze the Equipment claimed to be noncompliant. Mueller Systems' entire obligation and Customer's exclusive remedy with respect to the Equipment warranties set forth herein, at Mueller Systems' option, is repair or replacement of any Equipment found noncompliant, subject to the terms and conditions herein, during the applicable warranty period after such Equipment is properly packaged and returned prepaid to Mueller Systems' designated service center.

d. Costs. Any and all costs associated with uninstalling and shipping noncompliant Equipment and Software and installing replacement Equipment and Software will be the responsibility of Customer.

e. Exclusions. The warranties provided by Mueller Systems shall not apply to Equipment and/or Software which: (i) have been altered, except with the express written consent, permission or instruction of Mueller Systems, (ii) have been used in conjunction with another product resulting in the defect, except for those third party products specifically approved by Mueller Systems, (iii) were other than the most current version of the Software (but only to the extent that any failure of the Software would have been avoided by the use of the most current version), (iv) have been damaged by improper environment, abuse, misuse, accident, negligence, act of God, excessive operating conditions, or unauthorized attachments or modifications, (v) have not been properly installed and operated in accordance with the Documentation, or as otherwise instructed by Mueller Systems, or (vi) any other exclusion set forth in any Appendix hereto.

f. DISCLAIMERS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE

WARRANTIES AND REMEDIES STATED ABOVE ARE EXCLUSIVE AND NO OTHER WARRANTIES OR REMEDIES EXPRESS, IMPLIED OR STATUTORY, APPLY TO THE DOCUMENTATION, THE SOFTWARE, THE EQUIPMENT OR ANY SERVICES TO BE PROVIDED BY MUELLER SYSTEMS UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY OR PERFORMANCE, AND ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE, ALL OF WHICH MUELLER SYSTEMS EXPRESSLY DISCLAIMS.

9. **INDEMNIFICATION.** Mueller Systems will indemnify and defend Customer from any third party claim that the Software and Equipment infringe on another person's or company's patent, copyright or other intellectual property right as specified in this Section. This indemnity does not cover and specifically excludes (a) intellectual property rights recognized in countries and jurisdictions other than the United States, and (b) claims relating to infringement of intellectual property rights by a third party's products and software. Mueller Systems has no obligation under this Section for any claim to the extent it results from or arises out of Customer's modification of the Equipment or Software or from any combination, operation or use of the Software or Equipment with other third party products or services. Mueller Systems' duty to indemnify under this Section is contingent upon Mueller Systems receiving prompt notice of a claim and Mueller Systems' right to solely control resolution of a claim. Customer's sole remedy for an indemnified claim under this Section is as follows: Mueller Systems will, at its expense and in its discretion either (a) resolve the claim in a way that permits Customer's continued ownership and use of the affected Software and Equipment, (b) provide a comparable, non-infringing replacement at no cost to Customer, or (c) accept return of the Software and Equipment, provide a reasonable depreciated refund and terminate this Agreement and all licenses herein. This Section is the exclusive statement of Mueller Systems' liability and responsibility for indemnifying Customer for infringement of intellectual property rights

## 10. **LIMITATION OF LIABILITY.**

a. MUELLER SYSTEMS' MAXIMUM LIABILITY HEREUNDER IS EXPRESSLY LIMITED TO THE TOTAL AMOUNT PAID FOR THE SOFTWARE, SERVICES, AND EQUIPMENT IN THE IMMEDIATELY PRECEDING TWELVE (12) MONTHS AND WILL UNDER NO CIRCUMSTANCE EXCEED THE AMOUNT PAID BY CUSTOMER IN THE IMMEDIATELY PRECEDING TWELVE (12) MONTHS FOR THE SOFTWARE, SERVICES AND EQUIPMENT PROVIDED BY MUELLER SYSTEMS UNDER THIS AGREEMENT. Some states do not allow the limitation and/or exclusion of liability for incidental or consequential damages, so the above limitation may not apply.

b. The provisions of this Agreement allocate the risks between Customer and Mueller Systems. Mueller Systems' pricing reflects this allocation of risk and the limitations of liability specified herein.

11. **NOTICE.** All notices required to be given hereunder shall be in writing. Notice shall be considered delivered and effective upon receipt when sent by registered or certified mail, return receipt requested, addressed to the parties as set forth above. Either party, upon written notice, may change any name or address to which future notice shall be sent.

12. **GENERAL.** The Software will not be exported or re-exported in violation of any export provisions of the United States or any other applicable jurisdiction. The rights and obligations of this Agreement are personal rights granted to the Customer only. The Customer may not transfer or assign any of the rights or obligations granted under this Agreement to any other person or legal entity. Any such purported transfer or assignment shall be null and void. Mueller Systems will be free of liability to the Customer where Mueller Systems is prevented from executing its obligations under this Agreement in whole or in part due to force majeure, such as earthquake, typhoon, flood, fire, and war or any other unforeseen and uncontrollable. Any modification or amendment to any of the provisions of this Agreement will be in writing and signed by an authorized officer of each party. This Agreement does not create or imply any relationship in agency or partnership between the parties. Headings are inserted for the

convenience of the parties only and are not to be considered when interpreting this Agreement. The validity of this Agreement and the rights, obligations, and relationship of the parties resulting from same will be interpreted and determined in accordance with the law of the State of Delaware, and applicable federal law, without regard to its choice of law provisions. The parties specifically exclude from application to the Agreement the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act. If any provision of this Agreement is contrary to and in violation of any applicable law, such provision will be considered null and void to the extent that it is contrary to such law, but all other provisions will remain in effect. The waiver or failure of either party to exercise any right herein shall not be deemed a waiver of any further right hereunder. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior and contemporary agreements, understandings, and commitments between the parties regarding the subject matter of this Agreement.

*[Signatures Appear on the Following Page]*



EACH PARTY ACKNOWLEDGES THAT IT  
HAS READ THIS AGREEMENT,  
UNDERSTANDS IT, AND AGREES TO BE  
BOUND BY ITS TERMS AND CONDITIONS.

Mueller Systems

By: \_\_\_\_\_

\_\_\_\_\_  
Name (Print or Type)

\_\_\_\_\_  
Title

Customer

Signed: \_\_\_\_\_

\_\_\_\_\_  
Name (Print or Type)

\_\_\_\_\_  
Title

Note: Please initial and return all pages

## Appendix A

### Mueller Systems – Product Warranty Statement

1. **Limited Warranty.** Mueller Systems, LLC (“Mueller”) warrants that, for the duration of the Warranty Period (defined below): (a) each product purchased from Mueller (“Product”) will be free from defects in materials and workmanship under normal use, installation and service conditions; (b) the media on which any Software is furnished will be free of defects in materials and workmanship under normal use; and (c) any such Software will substantially conform to the applicable published Mueller functional specifications for such Software. Products will have a warranty period of the greater of (i) one (1) year from date of shipment or (ii) the applicable warranty period for a specific Product stated below in Section 6 (“Warranty Period”).

2. **Exclusive Remedy.** Mueller will, at its option, either repair or replace with an equivalent substitute a Product that is in breach of the foregoing warranty during the Warranty Period if Purchaser reports the breach to Mueller within sixty (60) days after Purchaser discovers the breach. At Mueller’s request, Purchaser will ship the allegedly defective Product to a repair facility designated by Mueller at Purchaser’s expense and risk. If Mueller, in its sole discretion, determines that the Product breached the applicable warranty, Mueller will ship the repaired or replaced Product to Purchaser at Mueller’s expense and risk. If Mueller determines that it is unable to repair or replace such Product, it will, at Mueller’s sole discretion provide a cash or credit refund to Purchaser. If Mueller repairs or replaces any such defective Product, the Warranty Period for the repaired or replaced Product will continue for the longer of (y) thirty (30) days, or (z) the remainder of the original Warranty Period. Mueller’s warranty is subject to exclusions, as set forth in Section 3. This Section 2 sets forth Mueller’s entire liability, and the Purchaser’s exclusive remedy, for any alleged breach of warranty for any Products.

3. **Exclusions.** Mueller has no obligation under this Product Warranty Statement if (a) a Product has been subject to misuse, neglect or accident or has been damaged through abuse, alteration, installation or application inconsistent with AWWA guidelines or Mueller specifications, including but not limited to Mueller propagation studies, failure to follow Mueller’s operation or maintenance instructions or negligence in transportation, handling, or storage, or repaired by anyone other than Mueller or its authorized personnel, (b) with respect to software, there has been a change to the software’s operating environment not made or authorized by Mueller or if Purchaser fails to install any correction or enhancement provided by Mueller, or if a virus is introduced through no fault of Mueller, or (c) if any Product fails to satisfy the applicable warranty as a result of any force majeure event. Mueller’s Product Return process can be found at [www.muellersystemsreturns.com](http://www.muellersystemsreturns.com).

4. **Important Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH HEREIN, MUELLER DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AND WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. TO THE EXTENT ANY IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE EXPRESS WARRANTY PERIOD.

5. **Limitation on Liability.** Mueller has no liability with respect to damage or destruction of property or the personal injury or death of persons resulting from defects in Products or from improper installation, use, maintenance or operation of any Products. In all cases, Mueller’s liability shall not exceed the total amount paid by Purchaser to Mueller under this Order.

6. **Product Warranties.** The following provisions in this Section 6 modify the limited warranty in Section 1 with respect to the specific Products identified below:

Automated Meter Reading (AMR) / Advanced Metering Infrastructure (AMI) Products		
Product	Description	Warranty Period
AMR / AMI Software	These items of Software will perform in accordance with Mueller's published specifications for the duration of the Warranty Period.	One (1) year from date of shipment to Purchaser.
AMR / AMI Hardware -- unless otherwise expressly specified herein	During the Warranty Period, these Products will be free from defects in materials and workmanship.	One (1) year from date of shipment to Purchaser.
AMR / AMI Radio Modules -- AMI water module endpoints and AMR water module endpoints	During the Warranty Period, these Products will be free from defects in materials and workmanship.	Ten (10) years from date of shipment to Purchaser.  Additionally, the unit is covered by a prorated warranty for years eleven (11) through fifteen (15) at a fifty-percent (50%) discount, and years sixteen (16) through twenty (20) at a twenty-five-percent (25%) discount from the date of shipment to Purchaser. All discounts will be calculated on the then current published price of the original product. All prorated warranty discounts are to be used towards the purchase of replacement units.
Encoder Register Products, Wall Pads and Pit Pads.	During the Warranty Period, these Products will be free from defects in materials and workmanship.	Ten (10) years from date of shipment to Purchaser.  Additionally, the unit is covered by a prorated warranty for years eleven (11) through fifteen (15) at a fifty-percent (50%) discount, and years sixteen (16) through twenty (20) at a twenty-five-percent (25%) discount from the date of shipment to Purchaser. All discounts will be calculated on the then current published price of the original product. All prorated warranty discounts are to be used towards the purchase of replacement units.
Water Metering Products		
Product	Description	Warranty Period
All Meter Products not otherwise specified herein	During the Warranty Period, these Products will be free from defects in materials and workmanship.	One (1) year from date of shipment to Purchaser.
Remote Disconnect Meters (RDM) valve and solenoid assembly	During the Warranty Period, these Products will be free from defects in materials and workmanship.	Five (5) year warranty or two-thousand (2,000) actuations of the valve, whichever comes first, from the date of shipment to Purchaser.
Bronze Maincases	During the Warranty Period, these Products will be free from defects in materials and workmanship.	Twenty-Five (25) years from date of shipment to Purchaser.
Composite Maincases	During the Warranty Period, these Products will be free from defects in materials and workmanship.	Fifteen (15) years from date of shipment to Purchaser.
Standard registers for the above listed mechanical meters	During the Warranty Period, these Products will be free from defects in materials and workmanship.	Ten (10) years from date of shipment to Purchaser.

	AWWA <sup>1</sup> New Meter Accuracy	5/8" -- Five (5) years from the date of shipment to Purchaser or the registration of 500,000 U.S. gallons, whichever comes first; 3/4" -- Five (5) years from the date of shipment to Purchaser or the registration of 750,000 U.S. gallons, whichever comes first; 1" -- Five (5) years from the date of shipment to Purchaser or the registration of 1,000,000 U.S. gallons, whichever comes first; 1-1/2" -- Two (2) years from the date of shipment to Purchaser or the registration of 1,600,000 U.S. gallons, whichever comes first; 2" -- Two (2) years from the date of shipment to Purchaser or the registration of 2,700,000 U.S. gallons, whichever comes first.										
Models 400 and 500 Series Meters	AWWA Repaired Meter Accuracy (AWWA M6 Manual)	5/8" -- Fifteen (15) years from the date of shipment to Purchaser or the registration of 1,500,000 U.S. gallons, whichever comes first; 3/4" -- Fifteen (15) years from the date of shipment to Purchaser or the registration of 2,250,000 U.S. gallons, whichever comes first; 1" -- Fifteen (15) years from the date of shipment to Purchaser or the registration of 3,000,000 U.S. gallons, whichever comes first; 1-1/2" -- Ten (10) years from the date of shipment to Purchaser or the registration of 5,000,000 U.S. gallons, whichever comes first; 2" -- Ten (10) years from the date of shipment to Purchaser or the registration of 8,000,000 U.S. gallons, whichever comes first.										
Model HbMAG electromagnetic cold-water meters	During the Warranty Period, these Products will be free from defects in materials and workmanship.	Two (2) years from date of shipment to Purchaser.										
Solid State Meters	During the Warranty Period (ten (10) years from date of shipment to Purchaser) these Products will meet or exceed accuracy of +/- 1.5% between the specified minimum flow rate to the specified maximum. Additionally, the unit is covered by a prorated warranty for years eleven (11) through fifteen (15) at a fifty-percent (50%) discount, and years sixteen (16) through twenty (20) at a twenty-five-percent (25%) discount from the date of shipment to Purchaser. All discounts will be calculated on the then current published price of the original product. All prorated warranty discounts are to be used towards the purchase of replacement units for the following sizes: <table><tr><td>5/8" Meter</td><td>0.1 gpm to 20 gpm</td></tr><tr><td>5/8" x 3/4", 3/4" Short, and 3/4" Long Meter</td><td>0.1 to 30 gpm</td></tr><tr><td>1" Meter</td><td>0.4 to 55 gpm</td></tr><tr><td>1 1/2" Meter</td><td>0.8 to 100 gpm</td></tr><tr><td>2" Meter</td><td>0.8 to 160 gpm</td></tr></table>		5/8" Meter	0.1 gpm to 20 gpm	5/8" x 3/4", 3/4" Short, and 3/4" Long Meter	0.1 to 30 gpm	1" Meter	0.4 to 55 gpm	1 1/2" Meter	0.8 to 100 gpm	2" Meter	0.8 to 160 gpm
5/8" Meter	0.1 gpm to 20 gpm											
5/8" x 3/4", 3/4" Short, and 3/4" Long Meter	0.1 to 30 gpm											
1" Meter	0.4 to 55 gpm											
1 1/2" Meter	0.8 to 100 gpm											
2" Meter	0.8 to 160 gpm											

<sup>1</sup> American Water Works Association ("AWWA")

## Appendix B

### Services

#### 1. Software Services and Support Obligations

a. "Update" to the Software means a subsequent release of the Software that Provider makes generally available to its current customers for the Software. Updates include changes and corrections to the Software as are required to keep the Software in substantial conformance with the applicable Documentation and that are created by Provider as corrections for defects in the Software. Updates shall not include any release, option or future product that Provider licenses separately. Provider shall in its sole discretion determine the nature, content, timing and release of any Updates.

b. Web-based support, consisting of information on the most current release of the Software through Provider's web site.

c. Phone support in the form of advice and counsel via telephone regarding Customer's use of the most current release of the Software, as well as Customer's connectivity and ability to access Content. Phone Support is provided from 8:00 AM to 7:00 PM Eastern Time, Monday through Thursday and 8:00 AM to 5:00 PM Eastern Time on Fridays. All hours and days exclude recognized U.S. holidays observed by Mueller Systems.

#### 2. Software Hosting Services

a. Except as specifically permitted in this Agreement, Customer shall have web-based access the Software hosted by Provider pursuant to this Agreement.

b. Provider shall provide Customer with access and related hosting services to the Software installed on Provider's servers. Provider will also install the Content provided by Customer. Provider will define the appropriate performance specifications and will host the server at a Provider's location. Provider will monitor and perform routine maintenance on the server, and if the server is not operating properly, will make a good faith effort to operate Customer's system on a backup server, if available. Access to Customer's server is restricted to authorized Provider information technology and support personnel only. Differential and full server backups are performed when reasonably practicable.

c. Customer shall be responsible for installing, operating and maintaining the equipment, software, and/or facilities at Customer location recommended by Provider for effective access to and use of the Software installed on Mueller Systems server. Customer shall be responsible for providing and maintaining its own Internet access and all necessary telecommunications equipment at Customer's location necessary for accessing the Software.

d. Upon termination, for any reason, of the Agreement or any license(s) granted herein, Provider shall immediately cease providing access to the Software and Hosting Services. Customer shall (i) immediately stop access and use of all such Provider confidential information (including Software); (ii) shall return all copies of the Software, Documentation, and any Provider confidential information to Provider; and (iii) delete all Software, Documentation, and other confidential information off of any and all storage media possessed or controlled by Customer. Customer shall provide Provider with written certification signed by an officer of Customer that Customer has complied with the provisions of this Section. Customer shall immediately pay all amounts due to Provider.

# Appendix C

## **Confidential Information**

For purposes of this Attachment, "party" or "parties" shall mean Provider and Customer, including their respective subsidiaries and affiliates who are providing information under this Agreement. The parties agree to maintain confidential information as follows:

1. **Definition of Confidential Information.** The parties understand and agree that confidential information is any and all current and future Equipment, Documentation and/or Software information, roadmap, technical or financial information, customer names, addresses and related data, contracts, practices, procedures and other business information, including software reports, strategies, plans, documents, drawings, machines, tools, models, patent disclosures, samples, materials and requests for proposals that may be disclosed between the parties, whether written, oral, electronic or otherwise, however and wherever acquired ("Confidential Information"). Confidential Information excludes any information which would otherwise fall in the definitions above, but which was (a) known to the recipient of the information ("Recipient") before receipt from the disclosing party; (b) publicly available through no fault of Recipient; (c) rightly received by Recipient from a third party without a duty of confidentiality; (d) disclosed by disclosing party to a third party without a duty of confidentiality on the third party; (e) independently developed by Recipient without breach of this or any other confidentiality agreement; or (f) disclosed by Recipient after prior written approval from the disclosing party.
2. **Obligations of Confidentiality and Remedies.** Recipient agrees to protect the disclosing party's Confidential Information with the same degree of care, but no less than a reasonable degree of care, as Recipient uses with respect to its own Confidential Information. Neither party has any obligation to exchange Confidential Information. Both parties acknowledge and agree that the disclosure of the other party's Confidential Information could cause irreparable harm. Therefore, an injured party is entitled to applicable equitable relief, including injunctions, in addition to other remedies, for such wrongful disclosure of Confidential Information. In addition, disclosure of Confidential Information required by a government body or court of law is not a violation of this Section if the Recipient gives prompt notice of the required disclosure to the disclosing party.
3. **Term of Confidentiality Obligations.** Recipient's duty to protect Confidential Information expires three (3) years from the date of disclosure of the particular Confidential Information.
4. **No Warranties on Confidential Information.** Neither party warrants or guarantees the accuracy of any Confidential Information transferred between the parties.

## Appendix D

PART #	DESCRIPTION	UNITS	SALE PRICE USD	Comments
IAEZMAINT- SW-3K	EZReader Software Yearly Maintenance and Support	1	\$1029.00	First Year Free, then Yearly, Optional
MS- MNMMMAINT- TRANSCVER	Mi.Net Mobile Transceiver Yearly Maintenance	1	\$1782.00	First Year Free, then Yearly, Optional

# SPN & ASSOCIATES

ENGINEERS & SURVEYORS

## INVOICE

www.spn-assoc.com

CITY OF MILLER  
120 WEST 2ND  
MILLER, SD 57362

Schnucker, Paul, Nohr and Associates  
2100 North Safford Blvd — PO Box 398  
Mitchell, SD 57301-0398  
Phone (605) 996-7761  
Fax (605) 996-0015

Invoice Date Aug 30, 2021	Invoice Month 2-4-6
Billing Through Aug 28, 2021	

Prepare pay request, prep and conduct construction meeting, site visits and other project coordination.  
Billing period 7/25/2021 thru 8/28/2021

Project ID	Project Name	Contract Amount	% Complete	Previously Billed	Amount Due
M133180355	MILLER PHASE II CONST ADJUTEN - STEVEN WATERS	\$49,100.00	94.00	\$18,572.00	\$30,528.00

Total Amount Due \$30,528  
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 31<sup>st</sup> day of August, 2021.

Schnucker, 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

www.spn-assoc.com

CITY OF MILLER  
120 WEST 2ND  
MILLER, SD 57362

Schnucker, Paul, Nohr and Associates  
2100 North Safford Blvd — PO Box 398  
Mitchell, SD 57301-0398  
Phone (605) 996-7761  
Fax (605) 996-0015

Invoice Date Aug 30, 2021	Invoice Month 2-4-6
Billing Through Aug 28, 2021	

Prepare pay request, prep and conduct construction meeting, site visits, construction staking and other project coordination.  
Billing period 7/25/2021 thru 8/28/2021

Project ID	Project Name	Contract Amount	% Complete	Previously Billed	Amount Due
M133180355	MILLER PHASE II CONST ADJUTEN - WHITE	\$71,500.00	73.00	\$14,200.00	\$57,300.00

Total Amount Due \$57,300  
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 31<sup>st</sup> day of August, 2021.

Schnucker, Paul, Nohr & Associates

*Paul Nohr*  
Signed

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



# SPIN & ASSOCIATES

## ENGINEERS & SURVEYORS

### INVOICE

CITY OF MILLER  
120 WEST 2ND  
MILLER, SD 57362

Schnucker, Paul, Mohr and Associates  
2100 North Sunkum Blvd - PO Box 398  
Milford, SD 57201-0398  
Phone (605) 996-7761  
Fax (605) 996-0015  
www.spa-assoc.com

Invoice Date	Aug 30, 2021	Invoice Num	24657
Billing Through	Aug 28, 2021		

Prepare pay request and draft change order, prep and conduct construction meeting, site visit and other project coordination.  
Billing period 7/28/2021 thru 8/28/2021

Project ID	Project Name	Contract Amount	% Complete	Previously Billed	Amount Due
N133166SW	MILLER PHASE III CONST ADMIN - 4ASIS WATER	\$16,594.00	26.00	\$24,161.50	\$5,432.50

Total Amount Due **\$5,432.50**  
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 true and correct.

Dated this 31<sup>st</sup> day of August, 2021.  
Schnucker, Paul, Mohr & Associates  
Paul Mohr  
Signed

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

# SPIN & ASSOCIATES

## ENGINEERS & SURVEYORS

### INVOICE

CITY OF MILLER  
120 WEST 2ND  
MILLER, SD 57362

Schnucker, Paul, Mohr and Associates  
2100 North Sunkum Blvd - PO Box 398  
Milford, SD 57201-0398  
Phone (605) 996-7761  
Fax (605) 996-0015  
www.spa-assoc.com

Invoice Date	Aug 30, 2021	Invoice Num	24653
Billing Through	Aug 28, 2021		

Construction observation and testing  
Billing period 7/28/2021 thru 8/28/2021

Hour	Rate	Amount
89.75	\$115.00	\$10,321.25

#### REimbursable Expenses:

LODGING		\$295.48
MEAL		\$194.10
TRAVEL		\$419.84

Total Expenses: **\$899.42**  
Amount Due This Invoice: **\$11,220.67**  
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 true and correct.

Dated this 31<sup>st</sup> day of August, 2021.  
Schnucker, Paul, Mohr & Associates  
Paul Mohr  
Signed

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



**Schnecker, Paul, Mohr and Associates**  
2100 North Subban Blvd. - PO Box 358  
Mishawaka, IN 47391-0298  
Phone (603) 926-7741  
Fax (603) 990-0615  
WebSite: [www.schnecker.com](http://www.schnecker.com)

CITY OF MILLER  
120 WEST END  
MILLER, SD 57362

RE: M33180500WY  
WALKER PHASEN RIVER - WASTE WATER  
Construction observation and testing.  
Rolling period 7/25/2021 Nov 8/22/2021

INVOICE DATE AUG 30, 2021  
INVOICE FROM 2464  
SHIP TO ADDRESS 8000 WILSON BLVD  
SHIP TO CITY ALBANY, NY 12207-3901

## TECHNIQUE

COPIED  
BY  
DATE

[illegible]

# VERIFICATION OF DATA

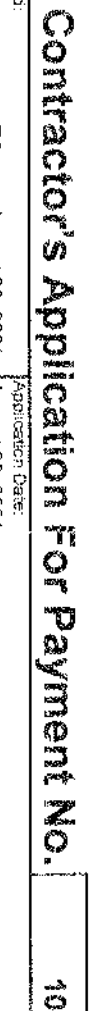
I believe the attorney under the purview of public trust this nation has been awarded by me, and so the best of my knowledge and belief, as in and through the end thereof.

Date this 21 day of August 2021

Schmayer, Paul, M.D. Associates

25/10/2024

Due upon receipt. Corporate accounts will be assessed a 5.5% monthly finance charge from the date of billing until the account is paid in full.



15

5

5

5

19

## Charles D. Sweeney

1. ORIGINAL CONTRACT PRICE.....	\$	5,474,735.40
2. Net change by Change Orders.....	\$	-296.57
3. Current Contract Price (Line 1 ± 2).....	\$	6,474,438.83
4 a. Total Completed to Date.....	\$	2,109,458.80
b. Total Material Remaining in Storage.....	\$	400,497.57
c. Value of Non-Conforming Work.....	\$	
d. (Total Value of Work completed and Material Stored to Date).....	\$	2,509,956.37
5. RETAINAGE:		
a. <u>5 % x \$</u> <u>2,509,956.37</u> Work & Materials.....	\$	125,497.82
b. <u>% x \$</u> <u>Work &amp; Materials</u> .....	\$	
c. Total Retainage (Line 5a + Line 5b).....	\$	125,497.82
6. AMOUNT ELIGIBLE TO DATE (Line 4c - Line 5c).....	\$	2,384,458.55
7. PREVIOUS PAYMENTS (Line 5 from prior Application).....	\$	2,065,979.73
8. AMOUNT DUE THIS APPLICATION.....	\$	318,478.82
9. BALANCE TO FINISH, PLUS RETAINAGE		
(Total Contract Price Less Line 8c above).....	\$	4,089,980.28

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

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);
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

一、

PAGE 1 OF 10

# Helms & Associates

PO Box 111  
Aberdeen, SD 57402  
Tel: (605) 225-1212 Fax: (605) 225-3159  
308B@WELDENENGINEERING.COM

CITY OF MILLER  
120 West 2nd Street  
MILLER, SD 57362

**Invoice**  
Invoice Date: Aug 31, 2021  
Invoice Num: 24545  
Billing Through: Aug 28, 2021

APR # 245-2021-012-2021  
INVOICE SEVEN  
SHE: ATTACHED  
Project Name: LDI  
MILLER AIRPORT HANGAR TAXILANE IMPROVEMENTS ADMIN (AS09409) - Merged by (205)  
MILLER AIRPORT HANGAR TAXILANE IMPROVEMENTS RESIDENT ENGINEERING SERVICES (AS09404) -  
Merged by (205)

Amount Due This Invoice: \$26,352.87

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 31<sup>st</sup> day of Aug, 2021.

APPROVAL:

BY:

TITLE:

DATE:

Account Summary		
Billed To Date	Paid To Date	Balance Due
\$ 60,486.09	\$ 34,103.62	\$ 26,352.87

# Helms & Associates

PO Box 111  
Aberdeen, SD 57402  
Tel: (605) 225-1212 Fax: (605) 225-3159  
308B@WELDENENGINEERING.COM

CITY OF MILLER  
120 West 2nd Street  
MILLER, SD 57362

**Invoice**  
Invoice Date: Aug 31, 2021  
Invoice Num: 24514  
Billing Through: Aug 28, 2021

MILLER AIRPORT A/P & NARRATIVE REPORT (A713803) - Merged by (205)  
APR # 345-2021-010-2019  
PER AGREEMENT DATED 4/16/19

Project ID	Project Name	Contract Amount	% Comp.	Previously Billed	Amount Due
A713803	MILLER AIRPORT A/P & NARRATIVE REPORT	\$191,624.25	91.53	\$172,461.83	\$19,162.42

Total Amount Due: \$19,162.42

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 31<sup>st</sup> day of Aug, 2021.

APPROVAL:

BY:

TITLE:

DATE:

Account Summary		
Services STD	Expenses STD	Billed To Date
\$ 175,386.19	\$ 0.00	\$ 175,386.19
		Paid To Date
		\$ 172,461.83
		Balance Due
		\$ 2,924.36

# MILLER FIRE DEPARTMENT

105 West 1<sup>st</sup> Ave  
Miller SD 57362

Steve Rees, Fire Chief      Ronald Hoffner, Sr, 1st Assistant Chief  
Scott Gibson, 2nd Assistant Chief      James Waldrup, Secretary      David Blanchford, Treasurer

**Mission Statement:** The mission of the MFD is to protect lives and property from the hazards of fire, rescue emergencies, vehicle accidents, and disaster situations.

Dear Fire Safety Neighbor,

I just finished reading the letter I sent you last year, and, it seems like it hit a lot of the right notes, so, I think it would be right to use a couple of the same sentences this year. Here goes.

We have always been called the fire department, but, we are the storm, the flood, and personal aid, and so on department. Lucky for us, skills we are already trained for are a good share of what we need for the recent problems that have come to us from a long ways from our comfort zone. When things like this virus come along we need special training. WE NEVER STOP LEARNING! We need to start with children and pass on everything we can, because this is not just our fire department, it is your fire department. We need your support to keep our town safe. So FIREPUP® stops by to help us pick material for an educational program.

The NATIONAL FIRE SAFETY COUNCIL, INC. a 501(c)(3) tax-exempt, non profit organization will provide a lot of the choices so our program is tailored for our local needs. Everything is age appropriate from color books for little ones to material for adults, and it is all developed by experts. Now, here it comes. We need your help. Here are some examples of what your help will do.

10 children @ \$30.40 ---- 20 children @ \$60.80 ---- 50 children @ \$152.00

For your help, we will place your name, or business name on the work study manuals for this year.

You can show your support for the FIREPUP® program by making your check payable to the NATIONAL FIRE SAFETY COUNCIL.

YOUR CONTRIBUTION IS TAX-DEDUCTIBLE, AND, STAYS IN OUR COMMUNITY. Please accept our appreciation. Aren't we a hard team to beat!

Yours in Safety,



Dave Blanchford  
Miller Volunteer Fire Department

## ORDINANCE #722

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

AN ORDINANCE FOR THE PURPOSE OF AMENDING THE REVISED ORDINANCE OF THE CITY OF MILLER, SOUTH DAKOTA, NO. 700 TO PROVIDE FOR AMENDING THE SEWER RATE TO BE CHARGED BY THE MILLER MUNICIPAL SEWER SYSTEM.

Be it ordained by the Common Council of the City of Miller, South Dakota that the City Fee Schedule listing sewer rates be amended as follows:

I. Rates. Rate to be charged to customers be amended as follows:

	Current Rate w/ Debt Service	Total Rate
<b><u>Residential Sewer Rate</u></b>		
Base Fee	25.00	
(Plus)		
Debt Service Surcharge - Phase I	18.75	
(Plus)		65.20
Debt Service Surcharge - Phase II	10.60	
(Plus)		
Debt Service Surcharge - Phase III	10.85	
<b><u>Commercial Sewer Rate</u></b>		
Base Fee	25.00	
(Plus)		
Debt Service Surcharge - Phase I	18.75	
(Plus)		65.20
Debt Service Surcharge - Phase II	10.60	
(Plus)		
Debt Service Surcharge - Phase III	10.85	

\*\*Commercial accounts using over 6,000 gallons of water per month add \$1.00/1,000.

This Ordinance should be in full force and effect so as to commence and include all sewer billings beginning with sewer usage for the month of November 2021.

\_\_\_\_\_  
Ronald Blachford, Mayor

ATTEST:

\_\_\_\_\_  
Sheila Coss, Finance Officer

## ORDINANCE #723

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

AN ORDINANCE FOR THE PURPOSE OF AMENDING THE REVISED ORDINANCE OF THE CITY OF MILLER, SOUTH DAKOTA, NO. 699 TO PROVIDE FOR AMENDING THE WATER RATE TO BE CHARGED BY THE MILLER MUNICIPAL WATER SYSTEM.

Be it ordained by the Common Council of the City of Miller, South Dakota that the City Fee Schedule listing water rates be amended as follows:

1. Rates. Rate to be charged to customers be amended as follows:

	Current Rate w/ Debt Service	Total Rate
<b><u>Residential Rate</u></b>		
\$4.00 per thousand gallons		
(Plus)		
Base Fee	24.00	
(Plus)		
Debt Service Surcharge - Water Tower	3.94	
(Plus)		
Debt Service Surcharge - Phase I	8.00	43.54
(Plus)		
Debt Service Surcharge - Phase II	5.60	
(Plus)		
Debt Service Surcharge - Phase III	2.00	
<b><u>Residential Rate - No Base Fee</u></b>		
\$4.00 per thousand gallons		
<b><u>Commercial Rate</u></b>		
\$4.00 per thousand gallons		
(Plus)		
Base Fee according to meter size:		
<b>5/8 - 1" Base Fee</b>	38.71	
(Plus)		
Debt Service Surcharge - Water Tower	3.94	
(Plus)		
Debt Service Surcharge - Phase I	8.00	58.25
(Plus)		
Debt Service Surcharge - Phase II	5.60	
(Plus)		
Debt Service Surcharge - Phase III	2.00	
<b>1 1/2" Base Fee</b>	46.03	
(Plus)		
Debt Service Surcharge - Water Tower	3.94	
(Plus)		

Debt Service Surcharge - Phase I (Plus)	8.00	65.57
Debt Service Surcharge - Phase II (Plus)	5.60	
Debt Service Surcharge - Phase III	2.00	
<b>2" Base Fee</b> (Plus)	53.34	
Debt Service Surcharge - Water Tower (Plus)	3.94	
Debt Service Surcharge - Phase I (Plus)	8.00	72.88
Debt Service Surcharge - Phase II (Plus)	5.60	
Debt Service Surcharge - Phase III	2.00	
<b>3" Base Fee</b> (Plus)	82.69	
Debt Service Surcharge - Water Tower (Plus)	3.94	
Debt Service Surcharge - Phase I (Plus)	8.00	102.23
Debt Service Surcharge - Phase II (Plus)	5.60	
Debt Service Surcharge - Phase III	2.00	

**Commercial Water Rate - No Base Fee**

\$4.00 per thousand gallons

This Ordinance should be in full force and effect so as to commence and include all water billings beginning with water usage for the month of November 2021.

\_\_\_\_\_  
Ronald Blachford, Mayor

ATTEST:

\_\_\_\_\_  
Sheila Coss, Finance Officer

(SEAL)



## ORDINANCE #724

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

AN ORDINANCE FOR THE PURPOSE OF AMENDING THE REVISED ORDINANCE OF THE CITY OF MILLER, SOUTH DAKOTA, NO.713 TO PROVIDE FOR AMENDING THE ELECTRICAL RATE TO BE CHARGED BY THE MILLER MUNICIPAL ELECTRIC SYSTEM.

Be it ordained by the Common Council of the City of Miller, South Dakota that the City Fee Schedule listing electrical rates be amended as follows:

1. Rates. Rate to be charged to customers be amended as follows:

	Current Rate w/ Debt Service	Total Rate
<b><u>Residential Rate</u></b>		
\$15.00 per meter plus:		
Energy Charge		
All kWh	0.0359	
(Plus)		
Debt Service Surcharge - 2020 Bonds		0.0843
All kWh	0.0484	
<b><u>Commercial Rate</u></b>		
\$10.00 per meter plus:		
Energy Charge		
All kWh	0.0547	
(Plus)		
Debt Service Surcharge - 2020 Bonds		0.1205
All kWh	0.0658	
<b><u>Large Power</u></b>		
\$8.00 per meter plus:		
Energy Charge		
All kWh		0.0350
(Plus)		
Demand Charge		
All kW	3.90	
(Plus)		
Debt Service Surcharge - 2020 Bonds		16.85
All kW	12.95	

### **Municipal Rate**

\$5.00 per meter plus:

Energy Charge

All kWh

0.0561

(Plus)

Debt Service Surcharge - 2020 Bonds

0.1156

All kWh

0.0595

**Street Lighting**

\$1.00 per meter plus:

Energy Charge

All kWh

0.0755

(Plus)

Debt Service Surcharge - 2020 Bonds

0.0990

All kWh

0.0235

**Security Lights**

Customer Meter

6.24

City Meter

10.40

This Ordinance should be in full force and effect so as to commence and include all electrical billings beginning with electric usage for the month of November 2021.

\_\_\_\_\_  
Ronald Blachford, Mayor

ATTEST:

\_\_\_\_\_  
Sheila Coss, Finance Officer

(SEAL)

Record of Votes:

Alderman Steers -

Alderman Lichty -

Alderman Rangel -

Alderman Odegaard -

Alderman Zeller -

Alderman Swartz -

**ORDINANCE NO. 725  
2022 APPROPRIATION ORDINANCE**

	General Fund 101	Gross Receipts Tax Fund 211	Capital Improvements
<b>Governmental Funds</b>			
104 Unassigned Funds	\$125,000.00		\$1,300.00
310 Taxes	\$1,282,000.00	\$40,000.00	
320 Licenses and Permits	\$9,500.00		
330 Intergovernmental Revenue	\$328,050.00		
340 Charges for Goods and Services	\$30,000.00		
360 Miscellaneous Revenue	\$49,900.00	\$25.00	
390 Transfers In			
<b>Total Means of Finance</b>	<b>\$1,824,450.00</b>	<b>\$40,025.00</b>	<b>\$1,300.00</b>
<b>Governmental Funds</b>			
410 General Government			
4111 Council	\$42,925.00		
4115 Contingency	\$25,000.00		
4131 Elections	\$1,900.00		
4141 Attorney	\$10,000.00		
4142 Finance	\$124,020.00		
4192 Building	\$27,975.00		
Total General Government	<b>\$231,820.00</b>	<b>\$0.00</b>	
420 Public Safety			
4211 Police	\$396,015.00		
4221 Fire	\$24,850.00		
4231 Code Enforcement	\$6,000.00		
4291 Civil Defense	\$1,000.00		
Total Public Safety	<b>\$427,865.00</b>	<b>\$0.00</b>	
430 Public Works			
4311 Street	\$795,075.00		
4351 Airport	\$26,260.00		\$1,300.00
Total Public Works	<b>\$821,335.00</b>	<b>\$0.00</b>	<b>\$1,300.00</b>
440 Health and Welfare			
4490 Health and Welfare	\$6,000.00		
Total Health and Welfare	<b>\$6,000.00</b>	<b>\$0.00</b>	
450 Culture and Recreation			
4511 Ballpark	\$32,655.00		
4521 Park	\$41,100.00		
4531 Pool	\$66,500.00	\$8,000.00	
Total Culture and Recreation	<b>\$140,255.00</b>	<b>\$8,000.00</b>	
460 Conservation and Development			
4633 Zoning	\$200.00		
4651 Economic Development	\$81,000.00		
4651 Community Center		\$32,000.00	
4653 Promotion of City	\$5,250.00		
Total Conservation and Development	<b>\$86,450.00</b>	<b>\$32,000.00</b>	
511 Transfers Out			
<b>Total 2021 Appropriations</b>	<b>\$1,713,725.00</b>	<b>\$40,000.00</b>	<b>\$1,300.00</b>

**Proprietary and Fiduciary Funds**

Beginning Unrestricted Cash

Estimated Revenue

Total Available

Less Appropriations (Expenses)

Cash Retained

**Water Fund 602****Electric Fund 603****Sewer Fund 604**

		\$125,000.00	
	\$2,058,250.00	\$2,161,000.00	\$2,730,150.00
	\$2,058,250.00	\$2,286,000.00	\$2,730,150.00
	\$2,044,675.00	\$2,277,515.00	\$2,668,450.00
	\$13,575.00	\$8,485.00	\$61,700.00

Dated this 20th day of September 2021.

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Ronald Blachford, Mayor

ATTEST:

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Sheila Coss, Finance Officer

(seal)

## Record of Votes:

Alderman Swartz -

Alderman Zeller -

Alderman Odegaard -

Alderman Rangel -

Alderwoman Lichty -

Alderman Steers -

1st Reading - September 7, 2021

2nd Reading - September 20, 2021

Adoption - September 20, 2021

Publication - September 25, 2021