

**AGENDA
CITY OF MILLER
MONDAY, SEPTEMBER 20, 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

New Business

1. Patrick Price – Christmas Lights in the Park
2. CDL – Dustin Graham & Devin Letsche
3. 6 Month Probation
 - a. Zach Reber – September 16, 2021
 - b. Dustin Graham – September 29, 2021
4. Water/Sewer – Possible Phase IV State Water Plan Application pgs. 6 - 9
5. Airport Layout Plan – Helms pg. 10
6. FAA Pre-Grant Application pgs. 11 - 12

Unfinished Business

1. Second Reading of Ordinance #722 – Sewer Rates pg. 13
2. Second Reading of Ordinance #723 – Water Rates pg. 14
3. Second Reading of Ordinance #724 – Electric Rates pg. 15
4. Second Reading of Ordinance #725 – 2022 Appropriations pg. 16
5. Mueller Master Agreement pgs. 17 - 27
6. Council Convention Attendees pgs. 28 - 31

Approval of Bills

Adjourn

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

**CITY OF MILLER
CITY COUNCIL MEETING
SEPTEMBER 7, 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 Tuesday, September 7, 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 Zeller, seconded by Alderman Odegaard to approve the agenda. All members voted aye. Motion carried.

MINUTES: Motion by Alderman Swartz, seconded by Alderwoman Lichty to approve the minutes for the regular meeting held on August 16, 2021, and special meetings held on August 26, 2021, and August 30, 2021. All members voted aye. Motion carried.

PUBLIC INPUT

None.

DEPARTMENT HEAD REPORTS

Alderman Swartz asked Ron Hofstiezer the status of the RV dump station in the park. Ron plans to go to Lake Louise to get a visual and measurements of their dump station for reference. Alderman Rangel asked Terry Manning about problems at the lift station. The west lift station was plugged 4 times over the weekend with rags that are not supposed to be flushed in the toilets. If you can't eat it and it's not toilet paper – Do Not Flush It per Terry Manning. Just a reminder that Flushable Wipes are not really flushable. The city might have to consider implementing a fine to homeowners or businesses that continue to flush non flushable items in the toilet.

NEW BUSINESS

DGR Engineering Task Order: Motion by Alderman Zeller, seconded by Alderman Steers to sign a DGR Engineering Task Order to conduct a ten-year study of the electric system for \$24,000. All members voted aye. Motion carried.

Digital Phase Sticks: Motion by Alderwoman Lichty, seconded by Alderman Swartz to have Dustin Graham purchase a Digital Phase Stick for approximately \$5,000. All members voted aye. Motion carried.

UNFINISHED BUSINESS

Second Reading of Ordinance #719 – Cannabis Licensing: Motion by Alderman Swartz seconded by Alderman Odegaard to approve the second reading of Ordinance #719 – Cannabis

Licensing. Roll call vote: Alderman Swartz – aye, Alderman Zeller – aye, Alderman Odegaard – aye, Alderman Rangel – aye, Alderwoman Lichty – aye, Alderman Steers – aye. Motion carried.

Second Reading of Ordinance #720 – Cannabis Zoning: Motion by Alderman Zeller seconded by Alderwoman Lichty to approve the second reading of Ordinance #720 – Cannabis Zoning. Roll call vote: Alderman Steers – aye, Alderwoman Lichty – aye, Alderman Rangel – aye, Alderman Odegaard – aye, Alderman Zeller – aye, Alderman Swartz – aye. Motion carried.

Second Reading of Ordinance #721 – Fee Schedule: Motion by Alderman Odegaard seconded by Alderman Steers to approve the second reading of Ordinance #721 – Fee Schedule. Roll call vote: Alderman Zeller – aye, Alderman Odegaard – aye, Alderman Swartz – aye, Alderwoman Lichty – aye, Alderman Steers – aye, Alderman Rangel – aye. Motion carried.

NEW BUSINESS cont'd

Hand County Rubble Site Plat: Doug DeBoer and Tigh Johnson presented a plat for expansion of the Hand County Rubble Site. The new portion will all be underground with the old portion left for concrete and appliances to be hauled out and compost. Motion by Alderman Swartz, seconded by Alderwoman Lichty to approve the Hand County Rubble Site Plat. All members voted aye. Motion carried.

Kecia Beranek – On Hand Economic Development: Kecia Beranek gave her quarterly On Hand Economic Development update. Lack of employees seems to be a common theme with business owners. They sold the last industrial lot and are hoping to develop a new industrial area. Local investors are needed for the hotel project. They are working on the “Welcome to Miller” sign for the northwest entrance to Miller. Over 350 people attended the Molly B concert on August 30th. Terry Manning recommended that On Hand have GeoTek do a soil sample of the school property before they purchase it.

Ron Hoffiezer – Radio Repeater: The city’s radio repeater stopped working about one month ago. A new repeater will cost approximately \$3,800, and they may be able to salvage a portion of the old repeater. However, that repeater is at least 25 years old. Motion by Alderman Zeller, seconded by Alderman Odegaard to have Ron Hoffiezer order a new radio repeater. Radio repairs have been paid from all departments in the past. All members voted aye. Motion carried.

Airport Grant Acceptance: Motion by Alderman Steers, seconded by Alderman Odegaard have Mayor Blachford sign the grant agreement for Airport Financial Assistance Grant #3-46-0035-014-2021 for \$22,000. All members voted aye. Motion carried.

Mueller Systems Master Agreement: Motion by Alderman Steers, seconded by Alderwoman Lichty to table a decision regarding the Mueller Agreement. Electric superintendent, Dustin Graham is concerned that this agreement may affect purchasing new radio read meters for the electric department that will work with the water meters. All members voted aye. Motion carried.

Special Event Liquor Licenses: Motion by Alderwoman Lichty, seconded by Alderman Odegaard to approve the following Special Event Liquor Licenses: Willie’s Bar & Grill –

September 11 and October 16, 2021; Richard Clement Post 299 - September 24-26, 2021; Turtle Creek Steakhouse - October 9, 2021. All members voted aye. Motion carried.

Building Permit: Motion by Alderman Zeller, seconded by Alderman Steers to approve a building permit for Tim Zacher to install a gazebo. All members voted aye. Motion carried.

Water/Sewer Project: Motion by Alderman Odegaard, seconded by Alderman Steers to pay **SPN Phase III** invoices 24450-24454 for a total of \$44,607.38. All members voted aye. Motion carried. Motion by Alderman Swartz, seconded by Alderman Zeller to pay **TLC Olson Construction** Pay Request 10 for \$318,478.82. All members voted aye. Motion carried. All payments are contingent upon receipt of prior funds requested from DANR. Motion by Alderman Odegaard, seconded by Alderman Swartz to approve **TLC Olson Construction Change Order #2**. All members voted aye. Motion carried.

Helms & Associates Invoices: Motion by Alderman Steers, seconded by Alderwoman Lichty to approve Helms & Associates invoices 24549 & 24514 for a total of \$29,207.03. Payment will be held until prior reimbursement requests have been received. All members voted aye. Motion carried.

Miller Fire Department -- Firepup®: Motion by Alderwoman Lichty, seconded by Alderman Odegaard to donate \$152.00 to the Miller Fire Department for supplies for 50 children to participate in the Firepup® program. All members voted aye. Motion carried.

First Reading of Ordinance #722 -- Sewer Rates: Motion by Alderman Rangel seconded by Alderman Steers to approve the first reading of Ordinance #722 -- Sewer Rates. Roll call vote: Alderman Steers -- aye, Alderwoman Lichty -- aye, Alderman Rangel -- aye, Alderman Odegaard -- aye, Alderman Zeller -- aye, Alderman Swartz -- aye. Motion carried.

First Reading of Ordinance #723 -- Water Rates: Motion by Alderman Odegaard seconded by Alderman Swartz to approve the first reading of Ordinance #723 -- Water Rates. Roll call vote: Alderman Swartz -- aye, Alderman Zeller -- aye, Alderman Odegaard -- aye, Alderman Rangel -- aye, Alderwoman Lichty -- aye, Alderman Steers -- aye. Motion carried.

First Reading of Ordinance #724 -- Electric Rates: Motion by Alderman Zeller seconded by Alderman Rangel to approve the first reading of Ordinance #724 -- Electric Rates. Roll call vote: Alderman Swartz -- aye, Alderman Zeller -- aye, Alderman Odegaard -- aye, Alderman Rangel -- aye, Alderwoman Lichty -- aye, Alderman Steers -- aye. Motion carried.

First Reading of Ordinance #725 -- 2022 Appropriations: Motion by Alderman Steers seconded by Alderman Swartz to approve the first reading of Ordinance #725 -- 2022 Appropriations. Roll call vote: Alderman Swartz -- aye, Alderman Zeller -- aye, Alderman Odegaard -- aye, Alderman Rangel -- aye, Alderwoman Lichty -- aye, Alderman Steers -- aye. Motion carried.

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

Other Items to Come Before the Board: Utility committee chairman, Jeff Swartz, asked for a general consensus regarding paving the streets this fall or waiting for spring. According to Ron Hoftiezer, the streets will hold up better if they sit through a freeze - thaw cycle prior to paving. The general consensus of the board was to wait until next spring to pave the roads dug up for the Phase III water and sewer project.

Motion by Alderman Steers, seconded by Alderwoman Lichty to adjourn the meeting. There being no further business, the meeting was adjourned at 8:58 p.m. All members voted aye. Motion carried.

Ronald Blachford, Mayor

Sheila Coss, Finance Officer

LEGAL NOTICE OF RECEIPT

Copy of the official proceedings
was received on: _____

Published once at the
approximate cost of: _____

Bills September 2021 (1)

A & B Business	Copier Meter	167.94
A-Ox Welding	CO2	19.44
Aaron Swan & Associates	Testing	1,982.00
AGE Corp	Crane	7,505.00
AT&T	Cell Phone	45.38
BDS	Garbage	179.00
Builders Cashway	Supplies	14.42
City Utilities	Utilities	11,015.50
Code Enforcement Specialists	Code Enforcement	1,352.95
Cowboy Country Stores	Fuel	2,548.09
DPC	Service Call	290.82
DSG	Supplies	473.60
DGR Engineering	Prof Fees	3,148.50
Fastenal	Supplies	112.50
Flint Hills	Asphalt Material	11,956.79
Hand Co Treasurer	Sandbag Machine	674.17
Hawkins	Chemical	551.82
Helms & Associates	Prof Fees	29,207.03
Hoftiezer, Ron	Reimb	11.00
Jones Construction	Concrete	6,734.71
McGillvrey Oil	Repairs	581.63
Milbank WinWater	Supplies	2,141.86
Miller Concrete	Fly ash	1,395.00
MMUA	Training	616.00

Mueller Co	Maintenance	1,029.00
MFD	Firepup Program	152.00
Northwest Pipe	Supplies	1,694.33
Oakley Farm & Ranch	Supplies	424.95
OHED	80% BBB	3,283.90
Overhead Door Co	Service	220.41
Postmaster	Postage	325.00
Potomac Aviation	Supplies	125.77
Riter Rogers Law	Prof Fees	332.50
Sanitation Products	Parts	1,600.48
SD Public Health	Tests	75.00
SD Federal Property	Supplies	4.50
Servall	Service	78.09
Share Corp	Supplies	249.86
SPN	Prof Fees	44,607.38
TLC Olson Construction	Phase III Const.	318,478.82
VanDiest	Supplies	302.40
Wex Bank	Fuel	85.45
	Accounts Payable Total	<u>\$455,794.99</u>

Payroll Salary plus

Benefits by Department:		8/24/2021 & 8/31/2021		
	Department	w/o OT	OT	Total
41101	COUNCIL	2,815.06	0.00	2,815.06
41402	FINANCE OFFICE	1,193.52	0.00	1,193.52
41902	BUILDING	394.65	0.00	394.65
42101	POLICE	8,838.23	852.85	9,691.08
43101	STREET	5,401.54	55.15	5,456.69
43201	SEWER	5,140.63	699.08	5,839.71
43305	WATER	5,276.97	699.06	5,976.03
43403	ELECTRIC	8,092.22	15.81	8,108.03
45101	BALLPARK	613.61	0.00	613.61
45202	PARK	248.67	0.00	248.67
45103	POOL	2,408.95	0.00	2,408.95
		<u>\$40,424.05</u>	<u>\$2,321.95</u>	<u>\$42,746.00</u>

Miller Utility Improvements

<u>Summary of Costs</u>	<u>Estimated Cost</u>
Abandon Wells	\$86,000.00
Water Storage Improvements	\$159,600.00
East 3rd Avenue Water Main Loop and West 2nd Street Water Main	\$266,439.00
East 7th Street and Donlin Street Improvements	\$828,560.50
	\$1,340,599.50

Miller
Utility Improvements
9/15/2021

Abandon Wells

Item	Description	Quantity	Unit Cost	Total Cost
1	Mobilization	1 LS	\$8,000.00	\$8,000.00
2	Demolish Buildings and Concrete Floors	1 LS	\$15,000.00	\$15,000.00
3	Remove and Dispose of Pipe, Valves and Fittings	1 LS	\$5,000.00	\$5,000.00
4	Abandon Well	3 EA	\$9,000.00	\$27,000.00
5	Cap Pipe	3 EA	\$1,000.00	\$3,000.00
6	Incidental Construction Items	1 LS	\$3,500.00	\$3,500.00
Subtotal				\$61,500.00
Contingencies (10%)				\$6,200.00
Construction Total				\$67,700.00
Legal and Administration Cost				\$2,800.00
Design Engineering				\$5,500.00
Bidding and Contract Documents				\$3,000.00
Construction Engineering				\$7,000.00
Total Project Cost				\$86,000.00

Water Storage Improvements

Item	Description	Quantity	Unit Price	Total Cost
297,000-Gallon Glass-Lined, Bolted Steel Ground Storage Tank				
1	Mobilization	1 LS	\$11,000.00	\$11,000.00
2	Interior Reseal	1 LS	\$38,000.00	\$38,000.00
3	Exterior Reseal	1 LS	\$22,000.00	\$22,000.00
4	Reseal Node Covers on Dome and Vent	1 LS	\$2,500.00	\$2,500.00
5	Overcoat Overflow Pipe	1 LS	\$2,000.00	\$2,000.00
6	Furnish and Install Tank Mixer	1 LS	\$18,000.00	\$18,000.00
400,000-Gallon Single Pedestal Spheroid Water Tower				
7	Furnish and Install Tank Mixer	1 LS	\$25,000.00	\$25,000.00
Subtotal				\$118,500.00
Contingencies				\$11,900.00
Total Construction Cost				\$130,400.00
Legal and Administration Cost				\$5,200.00
Design Engineering				\$10,000.00
Bidding Phase Engineering				\$3,000.00
Construction Engineering				\$11,000.00
Total Project Cost				\$159,600.00

East 3rd Avenue Water Main Loop and West 2nd Street Water Main

Item	Description	Quantity	Unit Price	Total Cost
1	Mobilization	1 LS	\$27,100.00	\$27,100.00
2	4" Water Main	10 LF	\$30.00	\$300.00
3	6" Water Main	3,319 LF	\$32.00	\$106,208.00
4	6" Bored Water Main	70 LF	\$100.00	\$7,000.00
5	Fire Hydrant	3 EA	\$4,000.00	\$12,000.00
6	Tracer Wire Access Box / Ground	9 EA	\$200.00	\$1,800.00
7	6" Gate Valve	6 EA	\$1,800.00	\$10,800.00
8	6" x 4" Reducer	2 EA	\$500.00	\$1,000.00
9	6" Bend	2 EA	\$500.00	\$1,000.00
10	6" Cap	1 EA	\$300.00	\$300.00
11	6" Tee	4 EA	\$850.00	\$3,400.00
12	6" x 1" Saddle with Corp Stop	1 EA	\$400.00	\$400.00
13	6" x 2" Saddle with Corp Stop	1 EA	\$700.00	\$700.00
14	1" Curb Stop with Box	2 EA	\$400.00	\$800.00
15	2" Curb Stop with Box	1 EA	\$800.00	\$800.00
16	1" Service Line	7 LF	\$28.00	\$196.00
17	1" Bored Service Line	50 LF	\$40.00	\$2,000.00
18	2" Service Line	5 LF	\$35.00	\$175.00
19	Connect to Existing 1" Service Line	1 EA	\$400.00	\$400.00
20	Connect to Existing 2" Service Line	1 EA	\$500.00	\$500.00
21	Connect to Existing 4" Water Main	2 EA	\$1,000.00	\$2,000.00
22	Gravel Surfacing	220 TN	\$28.00	\$6,160.00
23	Traffic Control	1 LS	\$5,000.00	\$5,000.00
24	Seed, Fertilize and Mulch Disturbed Area	5,700 SY	\$3.00	\$17,100.00
Subtotal				\$207,139.00
Contingencies				\$20,700.00
Total Construction Cost				\$227,839.00
Legal and Administration Cost				\$4,600.00
Design Engineering				\$11,000.00
Bidding Phase Engineering				\$3,000.00
Construction Engineering				\$20,000.00
Total Project Cost				\$266,439.00

East 7th Street and Donlin Street Improvements

Item	Description	Quantity		Unit Price	Total Cost
1	Mobilization	1	LS	\$88,700.00	\$88,700.00
2	Remove and Dispose of Existing Manhole	1	EA	\$600.00	\$600.00
3	8" Sanitary Sewer Pipe (8ft-10ft)	122	LF	\$44.00	\$5,368.00
4	8" Sanitary Sewer Pipe (10ft-12ft)	97	LF	\$46.00	\$4,462.00
5	8" Sanitary Sewer Pipe (12ft-14ft)	529	LF	\$48.00	\$25,392.00
6	8" Sanitary Sewer Pipe (14ft-16ft)	154	LF	\$52.00	\$8,008.00
7	8" Sanitary Sewer Pipe (16ft-18ft)	690	LF	\$56.00	\$38,640.00
8	8" Sanitary Sewer Pipe (18ft-20ft)	145	LF	\$64.00	\$9,280.00
9	Post TV Inspection of Sewer	1,692	LF	\$3.00	\$5,076.00
10	Sanitary Sewer Manholes to 8 Feet	6	EA	\$3,500.00	\$21,000.00
11	Additional Depth Sanitary Sewer Manhole	38.6	VF	\$230.00	\$8,878.00
12	Connect to Existing 6" to 10" Sanitary Sewer	2	EA	\$1,000.00	\$2,000.00
13	Plug or Cap Pipe or Manhole Invert	2	EA	\$450.00	\$900.00
14	8" x 4" Sanitary Sewer Wyes	2	EA	\$270.00	\$540.00
15	Tracer Wire Access Box / Ground	4	EA	\$200.00	\$800.00
16	Connect to Existing Sewer Service	2	EA	\$400.00	\$800.00
17	4" Sanitary Sewer Service Pipe	46	LF	\$30.00	\$1,380.00
18	Bypass Pumping	1	LS	\$10,000.00	\$10,000.00
19	6" Water Main	238	LF	\$34.00	\$8,092.00
20	6" Gate Valve	1	EA	\$1,800.00	\$1,800.00
21	6" Cap	1	EA	\$300.00	\$300.00
22	6" Tee	1	EA	\$850.00	\$850.00
23	Connect to Existing 6" Water Main	2	EA	\$1,200.00	\$2,400.00
24	Remove and Salvage Asphalt/Blotter Surface with Base	7,446	SY	\$4.00	\$29,784.00
25	Remove, Salvage and Replace Gravel Surfacing	542	CY	\$10.00	\$5,420.00
26	Unclassified Excavation	3,184	CY	\$10.00	\$31,837.50
27	Geotextile Fabric Separator	5,527	SY	\$3.00	\$16,581.00
28	Place and Grade Recycled Millings	7,988	SY	\$4.00	\$31,952.00
29	3" Asphalt Paving	1,125	TN	\$170.00	\$191,250.00
30	2" Asphalt Paving	210	TN	\$170.00	\$35,700.00
31	Gravel Surfacing or Base	3,000	TN	\$28.00	\$84,000.00
32	Traffic Control	1	LS	\$6,000.00	\$6,000.00
33	Seed, Fertilize and Mulch Disturbed Area	590	SY	\$3.00	\$1,770.00
Subtotal					\$679,560.50
Contingencies					\$68,000.00
Total Construction Cost					\$747,560.50
Legal and Administration Cost					\$15,000.00
Design Engineering					\$11,000.00
Bidding Phase Engineering					\$3,000.00
Construction Engineering					\$52,000.00
Total Project Cost					\$828,560.50

Helms & ASSOCIATES

CIVIL ENGINEERS & LAND SURVEYORS

416 Production Street N.
P.O. Box 111
Aberdeen, SD 57402

Phone: (605) 223-4342 Fax: (605) 223-3185
Email: operations@helmsengineering.com

MILLER MUNICIPAL AIRPORT CAPITAL IMPROVEMENT PLAN JUNE, 2021

PROJECT TO BE VALIDATED

YEAR	PROJECT DESCRIPTION	ESTIMATED COST
2022	MULTI-YEAR HANGAR TAXILANE IMPROVEMENTS	\$ 20,000.00
	PAVEMENT MAINTENANCE	\$ 20,000.00
	TOTAL	\$ 40,000.00

CAPITAL IMPROVEMENT PLAN

2023	DESIGN OF CONNECTOR TAXIWAY RECONSTRUCTION/REORIENTATION AND ACCESS ROAD REHABILITATION	\$ 50,000.00
	TOTAL	\$ 50,000.00
2024	CONSTRUCTION OF CONNECTOR TAXIWAY RECONSTRUCTION/REHABILITATION AND ACCESS ROAD REHABILITATION	\$ 535,000.00
	TOTAL	\$ 535,000.00
2025	NO PROJECT	\$ -
	TOTAL	\$ -
2026-2027 NPIAS	AWOS III-P	\$ 450,000.00
	TOTAL	\$ 450,000.00
2028-2032 NPIAS	DESIGN AND CONSTRUCTION OF TAXIWAY AND HANGAR TAXILANE EXPANSION	\$ 850,000.00
	DESIGN AND CONSTRUCTION OF THE NEW APRON, PARKING LOT, FENCE RELOCATION, AND ACCESS ROAD (W/CONCRETE HARDSTAND)	\$ 1,310,000.00
	REVENUE PRODUCING FUEL SYSTEM	\$ 750,000.00
	MOVE AND/OR CONSTRUCT NEW SRE/TERMINAL BUILDING	\$ 350,000.00
	SNOW REMOVAL EQUIPMENT	\$ 160,000.00
	EA FOR LAND ACQUISITION FOR RPZ PROTECTION AND HANGAR EXPANSION AREA	\$ 80,000.00
	LAND ACQUISITION FOR RPZ PROTECTION AND HANGAR EXPANSION AREA	\$ 150,000.00
	PARALLEL TAXIWAY	\$ 2,000,000.00
	RUNWAY EXTENSION	\$ 1,000,000.00
	TOTAL	\$ 6,650,000.00



FAA
Dakota-Minnesota Airports District Office

Airport Grant PreApplication Checklist

(COMPLETE ONE CHECKLIST PER GRANT)

Airport Name: Miller Municipal Airport

Date Prepared: 9/14/2021

SAM CAGE code #: 5QEL1

SAM Expiration Date: 2/9/2022

Project Description: No New Project for 2022 fiscal year; FAA is authorized to use 2022 entitlements for a multi-year grant linked to 2021 grant (Design & Construct Hangar Taxilane Improvements) MKA also intends to participate in the SDDOT Pavement Maintenance project.

- ☒ **We do not plan on having a project this fiscal year.**
The FAA is authorized to:
- ☒ **Carry our entitlements into the next fiscal year.** (If checked, sign below, and return to ADO.)
- ☐ **Transfer the entitlements. Transfer of Entitlements Form Attached.**

Items Required with PreApplication

No.	Document	Yes	No	N/A	Comments Attached
1.	Project Schedule (NOTE FAA DUE DATES)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
2.	Standard Form 424, Form 5100-100 (parts II-IV for airport development grants), Form 5100-101 (parts II-IV for planning grants) (Includes project cost breakdown and sketch)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
3.	Project Narrative and Justification (for Planning or Environmental Projects include Scope of Work)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
4.	Environmental Documentation (Is the complete environmental documentation matching the potential application project description included?) (Attached or previously submitted to ADO)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
5.	Construction Safety Phasing Plan/Airspace	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
6.	Exhibit A (SOP available) (attached or previously submitted to ADO)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7.	Title Certificate or Long Term Lease Agreement (at the request of ADO)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Note: If you cannot complete any of the above documents with this submittal, explain in the space provided on page 2 and provide the expected submittal date, but no later than the date specified in the Federal Register.

Ron Blachford, Mayor

Sponsor's Designated Official Representative (Official with authority to sign Grant Agreement) (Type or Print)

Date: _____

Sponsor's Designated Official Representative (Signature)

The purpose of this checklist is to identify some of the requirements and considerations associated with requesting Airport Improvement Program (AIP) funds. Airport Sponsors should read and consider each of the items carefully.

Some of the items can be answered by simply checking the "Yes" and "No" boxes while others require providing additional information as part of the airport's request for AIP funds.

Common Key Requirements or Considerations

Clear Approaches Per 49 USC § 47107(a)(9).

The sponsor must take appropriate action to ensure that terminal airspace required to protect instrument and visual operations to the airport (including operations at established minimum flight altitudes) will be cleared and protected by mitigating existing, and preventing future, airport hazards. (see 5010-Airport Master Record)

Bid Protest Procedures.

The sponsor requirements for bid protests and appeals is contained in 49 CFR § 18.36(b)(12)

Reimbursable Agreement.

The cost for reimbursable agreements between the sponsor and a federal agency is allowable if the cost is necessary for the project and the other federal agencies statutes allow this action. For instance, 49 USC § 106(i)(16) allows the FAA to enter into reimbursable agreements in order to carry out the functions of the FAA. An example of this is a reimbursable agreement between a sponsor and the FAA Air Traffic Organization (ATO) for the purpose of having the ATO relocate an FAA-owned navigational aid that is required by an AIP funded project.

Non-Fed Coordination.

If any type of NAVAID (PAPI, PLASI, VASI, MALS, MALSR, ILS, etc.) is to be installed or relocated as part of the project, the FAA Non-Fed Coordinator must be notified and appropriate airspace studies completed. The airspace studies must be completed before the work can be included in a Federal aid project. These studies can take up to a year to complete.

Required Forms (as applicable).

Agreement for Transfer of Entitlements (FAA Form 5100-110); NAVAID Forms (PAPIs, AWOS, REILs); Modification of Airport Design Standards, Buy American Approval, Certificate of Economic Necessity, SRE Calculation, and necessary attachments. Please contact your Program Manager if you cannot find the above forms on the Airports web site.

ADDITIONAL INFORMATION:

All checklist items previously submitted with the 2021 Grant.

An ALP update is currently in progress and the Exhibit A will be submitted prior to 12/15/2021.

Capital Improvement Plan is attached for reference.

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:

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

	Current Rate w/ Debt Service	Total Rate
<u>Residential Sewer Rate</u>		
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	
<u>Commercial Sewer Rate</u>		
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 Millerton equal opportunity employer.

AN ORDINANCE FOR THE PURPOSE OF AMENDING THE REVISED ORDINANCE OF THE CITY OF MILLER, SOUTH DAKOTA, NO. 697 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
------------------------------	------------

Residential Rate
\$4.00 per thousand gallons

(Plus)

Base Fee

(Plus)

Debt Service Surcharge - Water Tower

(Plus)

Debt Service Surcharge - Phase I

(Plus)

Debt Service Surcharge - Phase II

(Plus)

Debt Service Surcharge - Phase III

24.00	
3.94	
8.00	43.94
5.60	
2.00	

Residential Rate - No Base Fee
\$4.00 per thousand gallons

(Plus)

Commercial Rate
\$4.00 per thousand gallons

(Plus)

Base Fee according to meter size:

5/8 - 1" Base Fee

(Plus)

Debt Service Surcharge - Water Tower

(Plus)

Debt Service Surcharge - Phase I

(Plus)

Debt Service Surcharge - Phase II

(Plus)

Debt Service Surcharge - Phase III

38.71	
3.94	
8.00	58.25
5.60	
2.00	

1 1/2" Base Fee

(Plus)

Debt Service Surcharge - Water Tower

(Plus)

46.03	
3.94	

Debt Service Surcharge - Phase I

(Plus)

Debt Service Surcharge - Phase II

(Plus)

Debt Service Surcharge - Phase III

8.00	65.57
5.60	
2.00	

2" Base Fee

(Plus)

Debt Service Surcharge - Water Tower

(Plus)

Debt Service Surcharge - Phase I

(Plus)

Debt Service Surcharge - Phase II

(Plus)

Debt Service Surcharge - Phase III

53.34	
3.94	
8.00	72.88
5.60	
2.00	

3" Base Fee

(Plus)

Debt Service Surcharge - Water Tower

(Plus)

Debt Service Surcharge - Phase I

(Plus)

Debt Service Surcharge - Phase II

(Plus)

Debt Service Surcharge - Phase III

82.69	
3.94	
8.00	102.23
5.60	
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.

ATTEST:
Ronald Blackford, Mayor

Shelia Toes, Finance Officer

(S&AU)

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. 695 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. Water. Note to be changed to customers be amended as follows:

Current Rate w/ Debt Service	Total Rate
------------------------------	------------

Residential Rate

\$15.00 per meter plus:

Energy Charge

All kWh

0.0359

Debt Service Surcharge - 2020 Bonds

All kWh

0.0424

0.0843

Commercial Rate

\$10.00 per meter plus:

Energy Charge

All kWh

0.0547

Debt Service Surcharge - 2020 Bonds

All kWh

0.0558

0.1205

Large Power

\$8.00 per meter plus:

Energy Charge

All kWh

0.0359

Demand Charge

All kW

3.90

Debt Service Surcharge - 2020 Bonds

All kW

12.95

16.85

Municipal Rate

\$5.00 per meter plus:

Energy Charge

All kWh

0.0561

Debt Service Surcharge - 2020 Bonds

All kWh

0.0595

0.1156

Street Lighting

\$1.00 per meter plus:

Energy Charge

All kWh

0.0735

Debt Service Surcharge - 2020 Bonds

All kWh

0.0235

0.0990

Security Lights

Customer Meter

City Meter

6.24
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.

ATTEST:

Ronald Blachford, Mayor

Shelia Coss, Finance Officer

(554)

Record of Votes:

Alderman Steers -
Alderman Liddy -
Alderman Rangel -
Alderman Odgaard -
Alderman Zeller -
Alderman Swartz -

ORDINANCE NO. 725 2022 APPROPRIATION ORDINANCE

General Fund 101	Gross Receipts Tax Fund 211	Capital Improvements
31000 Unassigned Funds	\$125,000.00	\$1,300.00
31000 Taxes	\$1,282,000.00	\$40,000.00
32000 Licenses and Permits	\$6,500.00	
33000 Intergovernmental Revenue	\$328,050.00	
34000 Charges for Social and Services	\$30,000.00	
36000 Miscellaneous Revenue	\$49,500.00	\$25.00
Total Means of Finance	\$1,824,450.00	\$40,025.00
		\$1,300.00

Governmental Funds

41000 General Government	\$42,975.00	
41101 Council		
41105 Contingency	\$78,000.00	
41301 Elections	\$1,900.00	
41401 Attorney	\$10,000.00	
41402 Finance	\$124,000.00	
41902 Building	527,975.00	
Total General Government	\$231,820.00	\$0.00
42000 Public Safety		
42201 Police	\$395,015.00	
42201 Fire	324,850.00	
42301 Code Enforcement	\$6,000.00	
42901 Civil Defense	\$1,500.00	
Total Public Safety	\$427,865.00	\$0.00
43000 Public Works		
43101 Street	5795,075.00	
43501 Airport	\$26,260.00	\$1,300.00
Total Public Works	\$921,335.00	\$0.00
44000 Health and Welfare		
44300 Health and Welfare	\$6,000.00	
Total Health and Welfare	\$6,000.00	\$0.00
45000 Culture and Recreation		
45101 Library	\$32,655.00	
45103 Pool	\$66,500.00	\$6,000.00
45202 Park	\$41,100.00	
Total Culture and Recreation	\$140,255.00	\$6,000.00
46000 Conservation and Development		
46305 Parking	\$200.00	
46501 Economic Development	\$81,000.00	\$37,000.00
46501 Community Center		
46503 Promotion of City	\$5,250.00	
Total Conservation and Development	\$86,450.00	\$37,000.00
	\$1,713,725.00	\$40,000.00
Cash Retained	\$110,725.00	\$22.00
		\$0.00

Proprietary and Fiduciary Funds	Water Fund 502	Electric Fund 503	Sewer Fund 504
Beginning Unreserved Cash		\$125,000.00	
Estimated Revenue 2	\$1,058,250.00	\$2,161,000.00	\$2,730,150.00
Total Available	\$2,058,250.00	\$2,286,000.00	\$2,730,150.00
Less Appropriations (by license)	\$2,044,975.00	\$2,277,515.00	\$2,668,450.00
Cash Retained	\$13,275.00	\$8,485.00	\$61,700.00

Dated this 20th day of September 2021.

ATTEST:

Ronald Blanford, Mayor

Shirley Goss, Finance Officer

(sfc)

Record of Votes:
Alderman Swartz -
Alderman Zeller -
Alderman Udegaard -
Alderman Rangel -
Alderman Henry -
Alderman Steers -

1st Reading - September 7, 2021
2nd Reading - September 20, 2021
Adoption - September 20, 2021
Publication - September 25, 2021

**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.

c. **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.

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 ¹ 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 $\pm 1.5\%$ 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:	
	5/8" Meter	0.1 gpm to 20 gpm
	5/8" x 3/4", 1/2" 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

¹ 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.

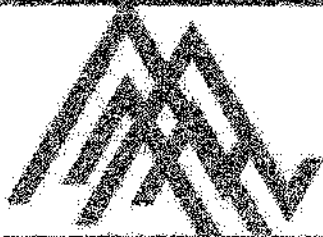
d. Upon termination, for any reason, of the Agreement or any license(s) granted herein, Provider shall immediately cease providing access to the Software and Hosting Services. Customer shall (i) immediately stop access and use of all such Provider confidential information (including Software); (ii) shall 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.



DOUBLE THE FUN IN 2021

88th Annual SDML Conference

October 5-8, 2021

Spearfish Holiday Inn Convention Center

Preliminary Agenda Subject to Change

Tuesday, October 5, 2021

2:00 p.m. **SDML Golf Tournament** Pre-registration required.
Spearfish Canyon Golf Club, Spearfish
Hosted by: *City of Spearfish*
South Dakota Municipal League

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

Wednesday, October 6, 2021

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

8:00 a.m. **Exhibits Open**

9:00 a.m. **Orientation for New Attendees**

9:00 a.m. **SD Municipal Electric Association**

Presiding: Russell Halgerson, SDMEA President, Brookings Municipal Utilities

1. Minnesota Municipal Utilities Association On-Site On-Demand Lineworker Apprentice Program
Mike Willets, MMUA Director of Training and Safety
2. Economic Development Engagement
Senator Casey Grabiec, Director of Economic Development, Heartland Consumers Power District
3. Electric Vehicles and Chargers in the Dakotas
Kurt Hauser, Technical Coordinator, Missouri River Energy Services
4. Business Meeting and Election

9:30 a.m. **SD Municipal Street Maintenance Association**

Presiding: Mark Collier, SDMSMA President, Sioux Falls

1. Business Meeting and Election
2. Cement Stabilized Subgrade
Alex Fisher, PE, FMG Engineering
3. Pre-wet/Pre-treat Operations -- Incident Weather Considerations
Dale Pfoffe, Superintendent, Rapid City Street Division
Byorn Kleven, Sales Territory Manager, Force America
4. LEAN Process -- Street Sweeping
Dan Whipple, Street Maintenance Supervisor, City of Sioux Falls
Bob Hendrix, Fleet Lead Mechanic, City of Sioux Falls
5. Proper Fuel Storage & Fuel Site Equipment Maintenance
Jeff Flaten, Fleet Supervisor, City of Sioux Falls

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

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

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

Sharpen up those bag tossing skills and come join the risk-sharing pools for a fun and interactive game of Pooling Bags.

Lynn Bren, Deputy Director, SDPAA

Brad Wilson, Administrator, SDML Workers' Compensation Fund and President of Insurance Benefits, Inc.

Gary Drewes, Marketing Representative, SDML Workers' Compensation Fund/Insurance Benefits, Inc.

Jerry Krambeck, Member Services Representative, SDPAA

Doug Kirkus, Marketing Representative, SDML Workers' Compensation Fund/Insurance Benefits, Inc.

Noon **Safety Awards Luncheon**

Presiding: Tracie Everson, Safety Benefits, Inc.

Hosted by: *SDML Workers' Compensation Fund*
South Dakota Public Assurance Alliance

- 1:00 p.m. SD City Management Association**
Presiding: Stephanie Ellwein, SDCMA President, Mitchell
 1. Affordable Housing Solutions
Senator Casey Crabtree, District 8
 2. Business Meeting and Election
 3. Round Table Discussion: American Rescue Plan Act (ARPA) Funds Use
- 1:00 p.m. SD Airport Management Association**
Presiding: Todd Syhre, SDAMA President, Watertown
 1. Business Meeting and Election
 2. Essential Air Service Discussion
Rich Krokkel, Transportation Director, City of Aberdeen
Todd Syhre, Airport Director, City of Watertown
 3. FAA Buy American and AIP Rules
Brooke Edgar, Project Engineer/Airport Planner, Holms and Associates
- 1:00 p.m. SD Association of Code Enforcement**
Presiding: Brad Bies, SoDACE President, Yankton
 1. Business Meeting
 2. Sign Ordinance Best Practices
Jayna Watson, Planning Director, City of Spearfish
 3. International Property Maintenance Code - 2018 vs 2021
Tom Paisley, Building Official, City of Spearfish
Daniel Van Holland, Code Enforcement Officer, City of Spearfish
 4. Parking Nuisance Issues Discussion
- 1:00 p.m. SD Governmental Human Resource Association**
Presiding: Tracy Davis, SDGHRA President, Rapid City
 1. Business Meeting and Election
 2. Mental Health for Municipal Employees
Trina Allen, Vice President of Human Resources, Monument Health
 3. South Dakota Retirement System (SDRS) Updates
Alan Freng, Retirement Planner, South Dakota Retirement System
- 1:00 p.m. Guided Tours - Repeated at 2:30 p.m. - Sign up at Registration Desk**
 • **Sky Ridge Affordable Housing Project**
 Sky Ridge is the city's first public-private partnership to fill the needs for affordable housing with the construction of 150 homes in the next 5 years, as well as a sports complex. The tour will include a visit to the homesites and sports complex and an overview of how tax increment financing is used with the project.
 • **Jackson Boulevard - Stormwater Filtration System**
 Jackson Blvd. has undergone a complete redesign. The tour will highlight the streetscape, infrastructure improvements, traffic controls, round-about, and a stormwater filtration system to protect Spearfish Creek.
- 4:00 p.m. SDML Policy Committee Meetings**
 1. **General Government**
Presiding: Paullyn Carey, Finance Officer, Huron, Chair
 2. **Public Health, Safety, and Welfare**
Presiding: Tom Paisley, Building Official, Spearfish, Chair
 3. **Public Works**
Presiding: Robin Bobzien, Public Works Director, Aberdeen, Chair
 4. **Taxation and Revenue**
Presiding: Daniel Ainslie, City Manager, Sturgis, Chair
- 4:00 p.m. SDML Auditing Committee**
Presiding: Becky Brunsing, City Administrator, Wagner, Chair
- 4:00 p.m. SDML Nominating Committee**
Presiding: Mike Grosek, Mayor, Webster, Chair
- 5:00 p.m. Exhibit Area Social**
- 6:00 p.m. Passport to Spearfish!**
 Take advantage of an opportunity to explore the City of Spearfish's array of shops and restaurants. Get your "Passport" signed by businesses for a chance to enter the drawing for a fantastic prize!

Thursday, October 7, 2021

- 7:00 a.m. SDML 17th Annual Walk/Run** Pre-registration required.
 Starts at Spearfish Holiday Inn lobby at 7:00 a.m.
 Hosted by: *Health Pool of SD*
SDML Workers' Compensation Fund
South Dakota Public Assurance Alliance
- 7:45 a.m. Breakfast**
- 7:45 a.m. SDML Past Presidents' Breakfast**

- 8:00 a.m. Registration**
- 8:00 a.m. Exhibits Open (Exhibits close at noon today)**
- 8:00 a.m. Resolutions Committee**
Presiding: Steve Allender, Mayor, Rapid City
- 9:00 a.m. Elected Officials Workshop**
- 1. Public Nuisances: Problems and Solutions**
Dave Pfeifle, Director, SDPAA
Ryan Sage, Assistant City Attorney, Sioux Falls
 - Authority to Access Property for Inspection and Photos
 - Entry onto Property for Abatement
 - Junk Car Removal Process
 - Bring your questions for discussion!
 - 2. Connecting With Your Community, Even During Crisis**
Heather Hitterdal, Owner, H Squared Communications
A variety of projects require public buy-in to succeed. The best intentions don't matter if the project never gets off the ground because of public controversy. Heather will help you engage the community with accurate and timely information that will inspire trust, acceptance, and support.
- 9:00 a.m. SD Municipal Attorneys' Association**
Presiding: Ross DenHerder, SDMAA President, Yankton
1. Business Meeting and Election
 2. Roundtable Discussion
- 9:00 a.m. SD Building Officials' Association**
Presiding: Brett Bill, SDBOA President, Aberdeen
1. Business Meeting
 2. FRP (Fiber-Reinforced Polymer) Reinforcement Bars
Mike Albertson, PE, Albertson Engineering
- 9:00 a.m. SD Governmental Finance Officers' Association**
Presiding: Lori Heumiller, SDGFOA President, Salom
1. Business Meeting and Election
 2. American Rescue Plan Act (ARPA) Funds Overview
Rod Fortin, Director of Local Government Assistance, SD Department of Legislative Audit
 3. DANR Environmental Funding Program Updates
Andy Bruels, Director, Division of Financial and Technical Assistance, SD Department of Agriculture and Natural Resources
- 9:00 a.m. SD Police Chiefs' Association**
Presiding: Jeremy Wellnitz, SDPCA President, Clark
1. Business Meeting
 2. Presentations:
 - Dennis Holmes, Acting SD US Attorney*
 - Rick Miller, SD Highway Patrol*
 - Paul Niedringhaus, SD Fusion Center*
 - Jeff Pierce, SD Bureau of Information & Telecommunications*
 - Matt Tribble, SD Dept. of Health*
 - Tracie Everson, Safety Benefits Inc.*
- Noon Excellence in SD Municipal Government Award Luncheon**
Featured Speaker: *Governor Kristi Noem (Invited)*
Presentation of the 2021 Excellence in SD Municipal Government Award
SDML Hall of Fame Induction -- *Honoring 20 years and more of municipal service.*
Hosted by: *BunkWest Trust Department*
The First National Bank in Sioux Falls -- Trust Department
- 1:30 p.m. SD Chapter, American Public Works Association**
Presiding: Kurt Pappel, President, SD Chapter APWA
1. IMEG: Subsurface Utility Engineering
 2. SDLTAP: TBD
 3. Round Table Discussion and/or Tour
 4. Business Meeting
- 1:30 p.m. General Sessions**
- 1. Can Civility Still Win: A Real Choice for America?**
Mark Halperin, Author, Journalist, Analyst, and Political Strategist
Why does the United States keep electing presidents who say they want to unite the country — but we remain as divided as ever? Drawing on his more than thirty years covering national politics, Mark Halperin will share stories that illustrate both the challenges and the possibilities for our country, as we grapple with the pandemic, inflation, education, health care, immigration, and so much more. We are not doomed to having the loudest voices on the national town square dominate our dialogue and our decisions; we just have to change the status quo.

2. Cybersecurity in our Communities

John Iannarelli, FBI Special Agent Executive (Ret.)

How often do we hear about the latest cyber-attack costing millions of dollars? Do you worry that you or the community might become a victim? Do you know what steps to take in advance to prevent an attack from happening to you, or what to do when an attack does occur? John spent more than 20 years as an FBI Special Agent, during which time he participated in numerous high profile investigations to include the 9/11 attack, the shooting of Congresswoman Gabby Giffords, the Sony hack, as well as pursuing online terrorists and predators. John also served as FBI's National Spokesperson and on the FBI's Cyber Division Executive Staff.

3. Housing and Redevelopment: Answers to a Long-Standing Crisis

Rep. Roger Chao, Chair, Workforce Housing Needs Interim Study Committee

Daniel Ainslie, City Manager, Shurgis

Ashley McDonald, City Attorney, Spearfish

Jeff Eckhoff, Director, Planning and Development Services, Sioux Falls

Sarah Hanzel, Project Planning Division Manager, Rapid City

The shortage of workforce housing has reached a critical level in South Dakota, and our panel of experts will discuss possible legislative solutions, and programs that have worked in our SD Cities and Towns.

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

6:30 p.m. **Dinner**

Hosted by: *Colliers Securities*

Entertainment: Comedian Brad Upton

If the Pacific Northwest had a ML Rushmore of Comedy, this man's head would be on it. Brad opens for some of the biggest names in show business, and in 2018 went viral with his Dry Comedy Bar video. In a 34-year professional career there are too many highlights to name them all. He is a past winner of the Las Vegas Comedy Festival and appeared at Caesar's Palace as part of the HBO Comedy Festival. He has spent the last twelve years as the opening act for the legendary Johnny Mathis and did multiple shows all over the country with the late, great Joan Rivers. He has also been seen in concert with The Smothers Brothers, Smokey Robinson, Little Big Town, Kenny Rogers, Dolly Parton, George Jones, Glen Campbell, Pam Tillis, Neal McCoy and many others.

Friday, October 8, 2021

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

8:00 a.m. **Breakfast**

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

1. Redistricting Seminar

Sara Frankenstein, Attorney, Gunderson, Palmer, Nelson & Ashmore, LLP

This seminar will cover the basics of voter ward redistricting and address how and why redistricting should be accomplished.

2. South Dakota and the Legalization of Marijuana

Rich Williams, Attorney, Gunderson, Palmer, Nelson & Ashmore, LLP

Todd Kays, Director, 1st Planning District

Amy Leon, City Manager, Yankton

Michael Houdyshell, Chief Legal Counsel, SD Department of Revenue

South Dakota Department of Health Representative

In November, 2020, 70% of South Dakotans voted to approve medical marijuana, and 54% voted to approve recreational marijuana. The number of issues involved with creating safe, legal programs are overwhelming, and our panel of experts will help you sort through the many topics you will need to be addressing.

10:30 a.m. **SDML Annual Business Meeting and Election**

1. Auditing Committee Report
2. Executive Director's Report
3. Resolutions Committee Report
4. Discussion and Adoption of 2021 Statement of Policy
5. President's Report
6. Nominating Committee Report
7. Annual Election of Officers
8. Other Business
9. Prize Drawing - Must be Present to Win!