AGENDA
CITY OF MILLER
MONDAY, NOVEMBER 15, 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. 1-4**

Public Input

New Business

1. Camden Hofer Phase III and Phase IV pgs.5-7
2. Bid Protest Policy.. pg. 8
3. Airport Project
   a. Midland Contracting Pay Estimate 4 $59,496.58 .... pg. 9
   b. Midland Contracting Change Order 2 .... pg. 10
4. Resolution No. 2021-15 – Contingency Fund Transfer .... pg. 11
5. Ordinance #726 – Budget Supplement .... pg. 12
6. Park Fountain Lights .... pg. 13
7. Building Permit: John Bowar - deck
8. Municode Enhancement for 2022 .... pgs. 14-17
9. Plat – Peterka's Addition .... pgs. 18-19

Approval of Bills

Executive Session
Personnel and Legal Matters Pursuant to SDCL 1-25-2(1)(3)

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.

UNAPPROVED
CITY OF MILLER
CITY COUNCIL MEETING
NOVEMBER 1, 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, November 1, 2021.

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

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

Pledge of Allegiance was said by all present.

AGENDA: Motion by Alderman Odegaard, seconded by Alderwoman Lichty to approve the agenda. All members voted aye. Motion carried.

MINUTES: Motion by Alderman Rangel, seconded by Alderman Zeller to approve the minutes for the regular meeting held on October 18, 2021, and the special meeting held on October 25, 2021. All members voted aye. Motion carried.

PUBLIC INPUT

Mary Jo Gortmaker was present to ask about the status of the flood study. The engineers have a few ideas but will not complete all aspects of the study until the end of December. Randy Danburg spoke with Alderwoman Lichty and requested an extension on his cleanup efforts until after harvest season.

DEPARTMENT HEAD REPORTS

Alderman Rangel asked Chief Speck about the status of the body cameras. Speck is watching his budget to see if he can afford them this year. Alderman Swartz asked Terry Manning how long TLC Olson Construction intends to work. They will work until the ground is frozen.

UNFINISHED BUSINESS

Security Cameras: Motion by Alderman Rangel seconded by Alderman Steers to order stationary security cameras from On-Sight 24/7 for a total of $6,501.00. We will get credit for one of the cameras if they determine that the coverage is sufficient with all cameras. All members voted aye. Motion carried.

NEW BUSINESS

Dog Ordinances: Alderwoman Lichty has received questions concerning the city's dog ordinances which were available for viewing. Officer Jim Henson stated that he has issued citations for individuals that have had more than one complaint about their dogs biting, barking, or running at large. Alderman Swartz asked if there needs to be a written complaint for barking dogs. Chief Speck commented that they cannot issue a citation if they do not witness the event, so a written complaint would be necessary.

Contract with Prairie View Vet Clinic: Chief Speck is working on a contract with Prairie View Vet Clinic to board any animals that happen to be running at large.

DANR Brownfield Site Review: Motion by Alderman Swartz, seconded by Alderman Zeller to have the Mayor sign a letter to apply for the Small Technical Assistance Grant to have DANR review any abandoned buildings or contaminated vacant lots to clean them up for future development. All members voted aye. Motion carried.

Resolution 2021-14 – Surplus: Motion by Alderman Rangel, seconded by Alderman Steers to approve Resolution 2021-14 to surplus a 2017 John Deere loader. All members voted aye. Motion carried.

Class Action Suit for Kimberly-Clark: The City of Miller received notice of a class action suit against Kimberly-Clark for their production of flushable wipes, specifically Cottonelle, FreshCare, or Gentle-Plus branded flushable wipes. They have agreed to enhance the product performance and make improvements to product labels. The flushable wipes have caused extensive damage to sewer systems around the country.

Liquor License Renewals: Motion by Alderman Zeller, seconded by Alderman Rangel to approve the following liquor licenses: KR Miller – off-sale liquor, Miller Rexall Drug – on-off sale wine, Redneck Paradise – 2 on-sale liquor and 2 off-sale liquor (1 inactive), Curt Telkamp – off-sale liquor (inactive), Turtle Creek Steakhouse – on-sale liquor, DOLGEN (Dollar General) – on-off sale wine. All members voted aye. Motion carried.

Water/Sewer Project: Motion by Alderman Rangel, seconded by Alderman Odegaard to pay **SPN Phase III** invoices 24877-24882 for a total of $33,052.73. All members voted aye. Motion carried. Motion by Alderman Swartz, seconded by Alderwoman Lichty to pay **TLC Olson Construction, LLC** Pay Request 12 for $250,712.16. All members voted aye. Motion carried.

Flood Study Invoice - SPN: Motion by Alderman Steers, seconded by Alderman Odegaard pay SPN invoice 24854 for $19,000.00 for the first phase of the flood study. This will be reimbursed by a FEMA grant. All members voted aye. Motion carried.

Airport Project – Helms & Associates: Motion by Alderwoman Lichty, seconded by Alderman Zeller to approve Helms & Associates invoices 24876 & 24911 for a total of $2,902.46. All members voted aye. Motion carried.

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

Correspondence – Miller Fire Department Thank You: No comments were made.

Motion by Alderman Zeller, seconded by Alderman Steers to adjourn the meeting. There being no further business, the meeting was adjourned at 8:00 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 November 2021 (1)

AT&T	Cell Phone	45.31
BDS	Garbage	179.00
Bob's Gas	Fuel	287.00
Builders Cashway	Supplies	6.63
City Utilities	Utilities	6,509.97
Coss, Sheila	Reimb	287.30
DGR Engineering	Prof Fees	710.50
Goodall Upholstery	Repairs	293.60
Helms & Associates	Prof Fees	2,902.46
Midco Diving	Tank Cleaning/Inspection	2,498.00
Milbank WinWater Co	Supplies	165.72
Nelson, Dave	Solar Sellback	117.25
Oakley Farm & Ranch	Supplies	56.92
OHED	80% BBB	4,265.93
Postmaster	Postage	325.00
SD Public Health Lab	Tests	105.00
SD DOT	Prof Fees	428.77
SD Federal Property	Supplies	119.00
SDML Work Comp Fund	Work Comp	19,868.00
Servall	Service	78.09
SD 811	Locates	90.72
SPN	Prof Fees	52,052.73
Stuart C Irby	Supplies	1,599.80
TLC Olson Construction	Phase III Construction	250,712.16
Twin Valley Tire	Repairs	497.69
US Bank	Loans	49,328.44
Wesco	Supplies	3,969.26
	Accounts Payable Total	397,500.25

Payroll Salary plus Benefits by Department: 10/26/2021 & 10/29/2021

Department		w/o OT	OT	Total
41101	COUNCIL	2,971.14	0.00	2,971.14
41402	FINANCE OFFICE	1,407.78	0.00	1,407.78
41902	BUILDING	344.27	0.00	344.27
42101	POLICE	11,045.75	834.89	11,880.64
43101	STREET	5,315.42	69.14	5,384.56
43201	SEWER	5,852.87	710.45	6,563.32
43305	WATER	5,852.80	710.41	6,563.21
43403	ELECTRIC	10,594.46	369.88	10,964.34
45101	BALLPARK	250.29	0.00	250.29
45202	PARK	75.57	0.00	75.57
		$43,710.35	$2,694.77	$46,405.12

Sheila Coss

From: Camden Hofer <chofer@spn-assoc.com>
Sent: Wednesday, November 10, 2021 4:21 PM
To: Sheila Coss
Subject: RE: Phase IV

Sheila,
As of right now here is what I see as needed for Phase 3:

1. Add W 5th Ave sanitary between 3rd Street and 4th Street $79,783.
2. Add W 1st Ave water main between 4th Street and 5th Street $32,673.
3. Add W 3rd Street sanitary east of W 5th Ave for half a block $8,717.
4. Current other miscellaneous items are -$16,425 (credit).
5. 5% contingency on remaining work - $174,840.

Total - $279,588

We could request funding on this amount minus what we have left in contingency so far. My info shows about $89,384 remaining, but mine is not as accurate as the ledger that Ted is keeping.

Thanks,

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Camden A. Hofer, P.E.
SPN and Associates

From: Sheila Coss <sheila.coss@cityofmiller.com>
Sent: Wednesday, November 10, 2021 3:54 PM
To: Camden Hofer <chofer@spn-assoc.com>
Subject: RE: Phase IV

7:00 p.m.
Thanks

Sheila Coss
Finance Officer
City of Miller
120 W 2nd St.
Miller SD 57362
605 853-2705
The City of Miller is an Equal Opportunity Employer

From: Camden Hofer <chofer@spn-assoc.com>
Sent: Wednesday, November 10, 2021 3:39 PM

Miller Utility Improvements

Summary of Costs	Estimated Cost
Abandon Wells	$54,100.00
Water Storage Improvements	$166,500.00
East 3rd Avenue Water Main Loop and West 2nd Street Water Main	$315,636.00
East 7th Street and Donlin Street Improvements	$909,739.00
Replace Remaining ACP	$3,770,670.00
	$5,216,645.00

East 7th Street and Donlin Street Improvements

Item	Description	Quantity		Unit Price	Total Cost
1	Mobilization	1	LS	$94,000.00	$94,000.00
2	Remove and Dispose of Existing Manhole	1	EA	$500.00	$500.00
3	8" Sanitary Sewer Pipe (0ft-10ft)	122	LF	$46.00	$5,612.00
4	8" Sanitary Sewer Pipe (10ft-12ft)	97	LF	$48.00	$4,656.00
5	8" Sanitary Sewer Pipe (12ft-14ft)	529	LF	$52.00	$27,508.00
6	8" Sanitary Sewer Pipe (14ft-16ft)	154	LF	$56.00	$8,624.00
7	8" Sanitary Sewer Pipe (16ft-18ft)	690	LF	$60.00	$41,400.00
8	8" Sanitary Sewer Pipe (18ft-20ft)	145	LF	$65.00	$9,425.00
9	Dewatering for Sewer Installation	1	LS	$9,000.00	$9,000.00
10	Post TV Inspection of Sewer	1,692	LF	$2.00	$3,384.00
11	Sanitary Sewer Manholes to 8 Feet	6	EA	$3,850.00	$23,100.00
12	Additional Depth Sanitary Sewer Manhole	38.6	VF	$325.00	$12,545.00
13	Connect to Existing 6" to 10" Sanitary Sewer	2	EA	$1,000.00	$2,000.00
14	Plug or Cap Pipe or Manhole Invert	2	EA	$450.00	$900.00
15	8" x 4" Sanitary Sewer Wyes	2	EA	$270.00	$540.00
16	Tracer Wire Access Box / Ground	4	EA	$230.00	$920.00
17	Connect to Existing Sewer Service	2	EA	$500.00	$1,000.00
18	4" Sanitary Sewer Service Pipe	46	LF	$45.00	$2,070.00
19	Bypass Pumping	1	LS	$10,000.00	$10,000.00
20	6" Water Main	238	LF	$40.00	$9,520.00
21	6" Gate Valve	1	EA	$1,800.00	$1,800.00
22	6" Cap	1	EA	$400.00	$400.00
23	6" Tee	1	EA	$950.00	$950.00
24	Connect to Existing 6" Water Main	2	EA	$1,600.00	$3,200.00
25	Remove and Salvage Asphalt/Blotter Surface with Base	7,446	SY	$4.50	$33,507.00
26	Remove, Salvage and Replace Gravel Surfacing	542	CY	$15.00	$8,130.00
27	Street Excavation	3,184	CY	$10.00	$31,837.50
28	Geotextile Fabric Separator	5,527	SY	$3.50	$19,344.50
29	Place and Grade Recycled Millings	7,988	SY	$4.50	$35,946.00
30	3" Asphalt Paving	1,125	TN	$170.00	$191,250.00
31	2" Asphalt Paving	210	TN	$170.00	$35,700.00
32	Gravel Surfacing or Base	3,000	TN	$28.00	$84,000.00
33	Traffic Control	1	LS	$6,000.00	$6,000.00
34	Seed, Fertilize and Mulch Disturbed Area	590	SY	$3.00	$1,770.00
				Subtotal	$720,539.00
				Contingencies	$72,100.00
				Total Construction Cost	$792,639.00
				Legal and Administration Cost	$15,900.00
				Design Engineering	$13,000.00
				Soils Engineering	$10,000.00
				Bidding Phase Engineering	$4,000.00
				Construction Engineering	$74,200.00
				Total Project Cost	$909,739.00

Replace Remaining ACP

Item	Description	Quantity		Unit Price	Total Cost
1	Mobilization	1	LS	$384,500.00	$384,500.00
2	Remove, Salvage and Pulverize Asphalt and Base, Replace and Grade	20,300	SY	$9.00	$182,700.00
3	Remove Sidewalk	160	SY	$6.00	$960.00
4	Remove Concrete Curb and Gutter	280	LF	$7.00	$1,960.00
5	Remove and Dispose of Fire Hydrant	23	EA	$350.00	$8,050.00
6	Remove and Dispose of Valve	18	EA	$300.00	$5,400.00
7	4" Water Main	40	LF	$35.00	$1,400.00
8	6" Water Main	14,528	LF	$40.00	$581,120.00
9	Fire Hydrant	28	EA	$4,600.00	$128,800.00
10	Tracer Wire Access Box / Ground	84	EA	$230.00	$19,320.00
11	6" Gate Valve	46	EA	$1,800.00	$82,800.00
12	6" x 4" Reducer	4	EA	$600.00	$2,400.00
13	6" Bend	13	EA	$600.00	$7,800.00
14	6" Cap	5	EA	$400.00	$2,000.00
15	6" Tee	60	EA	$950.00	$57,000.00
16	6" x 1" Saddle with Corp Stop	144	EA	$400.00	$57,600.00
17	6" x 2" Saddle with Corp Stop	3	EA	$700.00	$2,100.00
18	1" Curb Stop with Box	144	EA	$600.00	$86,400.00
19	2" Curb Stop with Box	3	EA	$1,000.00	$3,000.00
20	1" Service Line	2,820	LF	$28.00	$78,960.00
21	1" Bored Service Line	1,500	LF	$45.00	$67,500.00
22	2" Service Line	90	LF	$50.00	$4,500.00
23	Connect to Existing 1" Service Line	144	EA	$400.00	$57,600.00
24	Connect to Existing 2" Service Line	3	EA	$500.00	$1,500.00
25	Connect to Existing 4" Water Main	4	EA	$1,000.00	$4,000.00
26	Concrete Sidewalk	1,440	SF	$10.00	$14,400.00
27	Concrete Curb and Gutter	280	LF	$45.00	$12,600.00
28	Street Excavation	6,800	CY	$10.00	$68,000.00
29	Gravel Surfacing or Base	10,400	TN	$28.00	$291,200.00
30	Asphalt Surfacing	2,700	TN	$170.00	$459,000.00
31	Traffic Control	1	LS	$45,000.00	$45,000.00
32	Seed, Fertilize and Mulch Disturbed Area	20,000	SY	$3.00	$60,000.00
33	Incidental Construction Items	1	LS	$168,000.00	$168,000.00
				Subtotal	$2,947,570.00
				Contingencies	$294,800.00
				Total Construction Cost	$3,242,370.00
				Legal and Administration Cost	$64,800.00
				Design Engineering	$179,000.00
				Bidding Phase Engineering	$6,000.00
				Construction Engineering	$278,500.00
				Total Project Cost	$3,770,670.00

Miller
Utility Improvements
11/3/2021

Abandon Wells

Item	Description	Quantity		Unit Cost	Total Cost
1	Mobilization	1	LS	$5,000.00	$5,000.00
2	Abandon Well	3	EA	$9,000.00	$27,000.00
3	Cap Pipe	3	EA	$1,000.00	$3,000.00
4	Incidental Construction Items	1	LS	$2,100.00	$2,100.00
				Subtotal	$37,100.00
				Contingencies (10%)	$3,800.00
				Construction Total	$40,900.00
				Legal and Administration Cost	$1,700.00
				Design Engineering	$3,500.00
				Bidding and Contract Documents	$3,000.00
				Construction Engineering	$5,000.00
				Total Project Cost	$54,100.00

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	$40,000.00	$40,000.00
3	Exterior Reseal	1	LS	$25,000.00	$25,000.00
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	$20,000.00	$20,000.00
400,000-Gallon Single Pedestal Spheroid Water Tower					
7	Furnish and Install Tank Mixer	1	LS	$25,000.00	$25,000.00
				Subtotal	$125,500.00
				Contingencies	$12,600.00
				Total Construction Cost	$138,100.00
				Legal and Administration Cost	$5,500.00
				Design Engineering	$9,000.00
				Bidding Phase Engineering	$4,000.00
				Construction Engineering	$9,900.00
				Total Project Cost	$166,500.00

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

Item	Description	Quantity		Unit Price	Total Cost
1	Mobilization	1	LS	$31,600.00	$31,600.00
2	4" Water Main	10	LF	$35.00	$350.00
3	6" Water Main	3,319	LF	$40.00	$132,760.00
4	6" Bored Water Main	70	LF	$100.00	$7,000.00
5	Fire Hydrant	3	EA	$4,600.00	$13,800.00
6	Tracer Wire Access Box / Ground	9	EA	$230.00	$2,070.00
7	6" Gate Valve	6	EA	$1,800.00	$10,800.00
8	6" x 4" Reducer	2	EA	$600.00	$1,200.00
9	6" Bend	2	EA	$600.00	$1,200.00
10	6" Cap	1	EA	$400.00	$400.00
11	6" Tee	4	EA	$950.00	$3,800.00
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	$600.00	$1,200.00
15	2" Curb Stop with Box	1	EA	$1,000.00	$1,000.00
16	1" Service Line	7	LF	$28.00	$196.00
17	1" Bored Service Line	50	LF	$45.00	$2,250.00
18	2" Service Line	5	LF	$50.00	$250.00
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	$242,136.00
				Contingencies	$24,200.00
				Total Construction Cost	$266,336.00
				Legal and Administration Cost	$5,300.00
				Design Engineering	$13,000.00
				Bidding Phase Engineering	$4,000.00
				Construction Engineering	$27,000.00
				Total Project Cost	$315,636.00

The SDDOT has discovered an issue when bidding airport AIP projects. According to FAA bidding requirements, all airport sponsors are required to have a Bid Protest Procedure to handle any protest. We have discovered many of the sponsors may not have a policy adopted to handle these situations. We will need your agency to adopt a protest policy before projects can go to letting next spring. I have attached and example policy the City of Pierre adopted to help you draft your agency's policy. You can adopt these procedures if it works for you. Please work with your airport consultant to get a policy adopted before you advertise your next airport project.

If you have any questions, please let me know.

Thanks,

Brad

Brad Remmich
Airport Construction Specialist | SD Dept. of Transportation
700 East Broadway Ave Pierre, SD 57501
Better Lives Through Better Transportation
O: 605.773.5591 | C:605.222.0138 dot.sd.gov/

Bid Protest Procedures

1. Any bidder may protest the award of a contract. The protest must be submitted in writing to the Engineer responsible for the contract or solicitation within five calendar days after the bids are read.

2. If a contract has been awarded, the Engineer shall give notice of such protest within 24 hours to the awarded contractor. In the case of a pending award, a stay of award may be requested. A stay may be granted unless a written determination is made that the award of the contract without delay is necessary to protect the interests of the Owner.

3. The protest must contain the following:

- Name, address, phone number and email of the protestor.
- A concise statement of all the material facts alleged and of all of the rules, regulations, statutes, and legal provisions entitling the protestor relief.
- A statement indicating the relief to which the protestor deems they are entitled.
- All other information as the protestor deems to be material to the issue.

4. If the protest cannot be resolved by mutual agreement within seven calendar days after receipt, the City Engineer (or Engineer responsible for the contract or solicitation) shall within 24 hours, send by certified mail the final decision and the basis for the decision to the protestor.

5. Any bidder who is aggrieved in connection with the award of a contract may appeal the decision. Venue and jurisdiction for any appeals of the final decision are in the South Dakota Circuit Court in Hand County. Such protests and appeals regarding the request for bids and bid proposals are governed by and must be construed with South Dakota Law.

6. Failure to follow the bid protest procedures constitutes a waiver of protest and resulting claims.

PERIODIC PAYMENT ESTIMATE

ISSUE DATE: October 25, 2021 — ESTIMATE NO. 4 (Partial) (~~Final~~)

OWNER: City of Miller — PERIOD FROM: 9/12/2021-10/8/2021

CONTRACTOR: Midland Contracting, Inc, — DATE OF CONTRACT: June 22, 2021

DESCRIPTION OF JOB: Hangar Taxilane Improvements

JOB NUMBER: Helms A-8094 AIP # 3-46-0035-012-2021

BID SCHEDULE: Base Bid

INCLUDING APPROVED C/O's: N/A

STATEMENT OF THE CONTRACT ACCOUNT

Original Contract Amount	$586,371.45
Additions Approved to Date - C/O #'s (__)	
Deductions Approved to Date - C/O #'s (1)	$16,299.82
Net Contract Amount this Date	$570,071.63
Value of Application for PPE for Work to Date	$568,301.64
Less Recommended Minimum Amount to be Withheld	
Estimated Value of Work to Date	$568,301.64
Material Stored On-Site	
Estimated Work to Date and Material On-Site	$568,301.64
Value of 5 Percent Retainage	$28,415.08
Estimated Value of Work to Date, Less Retainage	$539,886.56
Total Previously Certified	$480,389.98
Amount Due this Request	**$59,496.58**

Certificate of Approval:

OWNER: City of Miller

BY: ______________________ DATE: ______________

Contractor warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner at the time of payment free and clear of all liens, claims, security interests and encumbrances.

CONTRACTOR: Midland Contracting, Inc,

BY: [signature] DATE: 10-25-21

Brandon Syrstad, VP.

I have reviewed the Work, and as a result of my observations and to the best of my knowledge and belief, the quantities shown in the periodic estimate are correct, and, it is my Opinion, the Work has been basically performed to meet the intent of the Plans and Specifications. A minimum recommended amount should be withheld from the value of those quantities because of nonperformance or because of partial completion of Work, which is not in accordance with the intent of the Contract Documents. This Work is subject to subsequent inspection, which may require corrective measures to be performed by the Contractor prior to final Certificate of Completion and the final acceptance by the Owner. The Engineer does not guarantee the performance of the work by the Contractor and will not be held responsible for techniques of construction or the safety measures and precautions incidental thereto.

HELMS AND ASSOCIATES:

BY: Karen L. Schaefer DATE: 10/26/2021

(Project Engineer)

CHANGE ORDER
Project No. A-8094

ORDER NO.	2
DATE:	October 25, 2021
AGREEMENT DATE:	June 22, 2021

NAME OF PROJECT: Hangar Taxilane Improvements
Miller Municipal Airport - Miller, SD
AIP #3-46-0035-012-2021
A-8094
Base Bid

OWNER: City of Miller

CONTRACTOR: Midland Contracting, Inc.

The following changes are hereby made to the CONTRACT DOCUMENTS:

This Change Order adjusts the quantities of various bid items to reflect the as-constructed conditions. Additional seeding and fertilizing and mulching was applied to the newly constructed ditch around the taxilane expansion area.

Justification:

Change to **CONTRACT PRICE**:

Original **CONTRACT PRICE**	$586,371.45
Current **CONTRACT PRICE** adjusted by previous Change Order	$570,071.63
The **CONTRACT PRICE** due to this CHANGE ORDER is **Increased** by:	$5,362.50
The **CONTRACT PRICE** due to this CHANGE ORDER is **Decreased** by:	$0.00
The new **CONTRACT PRICE** including this **CHANGE ORDER** will be	$575,434.13

Change to CONTRACT TIME:

The **CONTRACT TIME** will be (decreased) (increased) by **0 / 0** calendar days.
The date of substantial completion will be **September 1, 2021** (date).
The date for completion of all Work will be **October 8, 2021** (date).

Approvals Required:

To be effective this Order must be approved by the Owner and SD Office of Air, Rail, and Transit.

Recommended by: Karen L Schaefer
Helms and Associates - Consulting Engineer
Date: 10/26/2021

Ordered by:
Midland Contracting, Inc. Brandon Syrstad, VP
Date: 10-25-21

Agreed to by:
City of Miller
Date:

Approved by:
Program Manager - Office of Air, Rail, and Transit
Date:

RESOLUTION NO. 2021-15

The City of Miller is an equal opportunity employer.

WHEREAS insufficient appropriation was made in the 2021 adopted budget for the following departments to discharge just obligations of said appropriations; and

WHEREAS SDCL 9-21-6.1 provides transfers be made by resolution of the board from the contingency appropriation established pursuant to SDCL 9-21-6.1 to other appropriations;

THEREFORE, BE IT RESOLVED that the following appropriations be transferred from the contingency budget to the department budgets:

101 - General Fund

41101	42601	Supplies and Materials	$1,100.00	Council
41902	43400	Machinery & Equipment	$2,000.00	Building
45101	42601	Supplies and Materials	$1,000.00	Ballpark
45103	42801	Utilities	$1,800.00	Pool
45202	42801	Utilities	$1,600.00	Park
46503	42601	Supplies and Materials	$100.00	Promotion of the City

Adopted the 15th day of November, 2021

Ronald Blachford, Mayor

(SEAL)

ATTEST:

Sheila Coss, Finance Officer

ORDINANCE #726

The City of Miller is a n equal opportunity employer.

BE IT ORDAINED BY THE CITY OF MILLER that the following sum is supplementary appropriated to meet the obligation of the municipality.

101 - General Fund

43101	43400	Machinery & Equipmen	$13,300.00	Street Sweeper

Source of Funding
101-General Fund

39000	39103	Sale of Mun. Property	$13,300.00	Street Sweeper

211 - Economic Development

46501	45101	Community Center	$12,000.00	

Source of Funding
211- Gross Receipts Tax

31000	31300		$12,000.00	Gross Receipts Sales Tax Earned

Ronald Blachford, Mayor

ATTEST:

Sheila Coss, Finance Officer

(SEAL)

Record of Votes:

Alderman Steers –
Alderwoman Lichty –
Alderman Rangel –
Alderman Odegaard –
Alderman Zeller –
Alderman Swartz –

Midwest Turf & Irrigation
14201 CHALCO VALLEY PKWY
OMAHA, NE 68138-6193
(402)895-8900 FAX 18007930627

QUOTE

UPC VENDOR	QUOTE DATE	ORDER NO.
000000	11/03/21	3882190-00

P.O. NO.	PAGE #
LIGHT QUOTE,	1

CUST.#: 447777

SHIP TO: CITY OF MILLER
120 W 2ND ST
MILLER, SD 57362-1316

CORRESPONDENCE TO: PATTLEN ENTERPRISES, INC.
4700 HOLLY STREET
DENVER, CO 80216

BILL TO: CITY OF MILLER
120 W 2ND ST
MILLER, SD 57362-1316

INSTRUCTIONS	TERMS
	Net 30 Days

SHIP POINT	SHIP VIA	SHIPPED
Midwest Turf & Irrigation	Best Way Grd	

LINE NO.	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QUANTITY SHIPPED	QUANTITY B.O.	UNIT PRICE	AMOUNT (NET)
1	02-0056-004 4 LIGHT MIDI RGBW 9W	1	1		2534.600	2534.60
2	34-0011 CABLE 16/2 LED & WIND CONTROLS	150	150		0.990	148.50
3	17-0018 PANEL/LED LIGHTING/12X10FG	1	1		369.890	369.89
4	GP1225 PROTECTOR PIGTAIL MR16 & FRAC	1	1		5.780	5.78
4	Lines Total	Qty Shipped Total	153		Total	3058.77
					Order Discount	200.00
					Invoice Total	2858.77

Last Page

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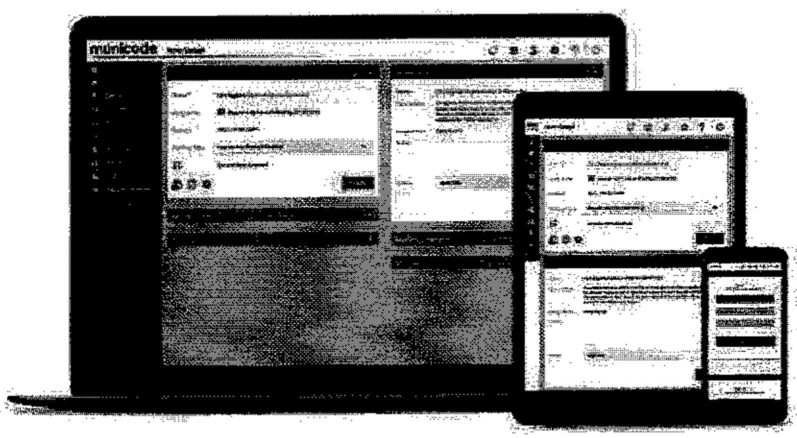
MEETING & AGENDA MANAGEMENT

Quote: Miller, South Dakota



municode

CONNECTING YOU & YOUR COMMUNITY

Josh "JR" Riley

602-999-7361 JRiley@Municode.com

PO Box 2235 Tallahassee, FL 32316

INTRODUCTION LETTER

November 10, 2021

Dear Selection Team

Thank you for the opportunity to present Miller with our quote for online meeting and agenda management services. Our Municode Meetings solution will streamline your process to create, approve and post meeting agendas and minutes.

Municode has developed a portfolio of online services that are tailored for local government agencies. We have worked with cities, towns, villages, counties, and other local government agencies for over seventy years continually striving to make your job easier. When it comes to the meeting management process, Municode Meetings is simple and straightforward, yet robust enough to satisfy the needs of our largest municipalities.

Our ongoing Circle of Governance initiative to strengthen democracy includes seamless integrations that connect Municode Meetings with our suite of online municipal solutions including ordinance integration (Municode NEXT) and website integration (Municode Meetings).

Municode Meetings allows clerks to mark ordinance agenda items as 'approved' within Municode Meetings and have them auto scheduled for supplementation and publishing to your Municode NEXT Online Code of Ordinances. In addition, meetings auto-posts to your Municode Web website calendar. These integrations include unified search and cross-links across each platform.

We are thrilled at the opportunity to partner with you on such an important initiative.

Sincerely,

Brian Gilday

Brian Gilday

President, Website/Meetings Division

MUNICODE MEETINGS FEATURES

Base

- Unlimited Meetings
- Unlimited Meeting Agenda Templates
- Unlimited Users
- Create Meetings
- Submit/Add Agenda Items
- Attach agenda item files
- Create Agendas
- Create Agenda Packets
- Approve Items with Approval Workflow
- Automatically Publishing to the Web – Agenda, Agenda Packet, Minutes
- Create Meeting Minutes
- Public In-Meeting Display (presentation screen to display current agenda item and voting results)
- Voting Support (verbal vote, vote by show of hands, or legislator-initiated voting via tablet/iPad/laptop)
- Roll Call
- Self-service video time stamping – you can add timestamps of your meeting agenda items to your meeting videos
- Integration with Municode Web website (meetings/calendar/search integration)
- 99.95% up-time guarantee, telephone support 8AM-8PM Eastern
- Email support with one-hour response time during working hours
- Emergency 24x7 support
- Up to 3 hours of webinar refresher training per year

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Optional

- Video Time Stamping Service
- Municode Portal (Recommended)
- Board Management

SERVICE AND SUPPORT

Guaranteed Uptime
We will guarantee service uptime of 99.95%. In the event this service level is not met within a given month, you will receive a credit for that month's service.

24x7 Customer support:
We will provide you contact numbers to reach us 24x7x365 for catastrophic site issues. We will also be available from Monday to Friday 8AM-8PM EST via email and phone to handle routine questions from staff.

Security upgrades:
We will perform security upgrades and other optimizations during off-hours, typically between the hours of 12-3AM PST, if such work requires your meetings to be off-line. We will provide at least 14 days' notice for any non-emergency maintenance that requires down-time.

Site Monitoring and Site Recovery:
Our auto-monitoring software continually monitors performance and instantly alerts us when problems occur. We act as soon as possible and no later than two hours after problems are detected.

PORTAL FEATURES (RECOMMENDED)

Base

- Public Meetings Portal
- ADA Compliant HTML/CSS (WCAG 2.1 AA)
- Custom header with logo, choice of colors, and customizable menu links
- Best-in-class Search Engine (indexes the contents of PDF agendas and minutes)
- Meeting calendar
- Video integrations (Vimeo, YouTube, Suite One Media, Cablecast, custom 3rd party video providers)
- Ability to create meetings and upload PDF agendas/minutes
- Circle of Governance integrations (Municode Meetings, Municode Next)
- 99.95% up-time guarantee, telephone support 8AM-8PM Eastern
- Email support with one-hour response time during working hours
- Emergency 24x7 support

Optional

- Auto-import historical Meeting files (Agendas, Minutes) and search indexing
- Email Notifications
- Board Management

BOARD MANAGEMENT FEATURES (OPTIONAL)*

Base

- Unlimited boards and committees
- Manage term start/stop dates
- Export member data
- Online board application form
- Board member approvals
- Term Expiration Report
- Term Expiration Email Notifications
- Auto-expiration option for expiring terms Public web page for each board/committee
- Create custom links/buttons on each board page Custom web header (logo/colors)
- Free integration with Municode Meetings

* Note: Board Management requires a Municode Website or the Municode Portal

PRICING

Municode Meetings Annual Subscription	**$2,400 per year** ***$2,600 per year without Municode Codification**
One-time Project Setup	**no charge**

- Configure Boards/Committees/Commissions
- Configure Meeting Agenda Templates
- Setup Users, Roles, and Permissions
- Conduct initial training – web teleconference

Recommended Options

✓ Portal	**$1,000 per year**
Total	**$3,400 per year**

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Additional Options

Portal

☐ Board Management	+ $1,000 per year
☐ Email notifications (on demand + weekly digest)	+ $600 per year
☐ Import historical PDF agendas/minutes (up to 10 years)	+ $1,500 one-time
☐ Exclude Portal (subtract $1,000 per year)	- $1,000 per year

Video Time Stamping Service

☐ Municode will bookmark/timestamp up to 36 meetings per year	+ $2,520 per year

PAYMENT SCHEDULE

• Ninety (90) days after signed contract	100% of annual subscription fee and annually thereafter
• **Civic Plus | Municode Promotion**	**Year-One Annual Fee is 50% off if signed before December 31, 20201 (Does not include one-time fees).**

Notes

- No long-term commitments required. We will earn your trust. You may cancel service at any time.
- Guaranteed pricing. Hosting and Support fees will not increase for first three years.
- Annual hosting and support fees starting year four will increase according to the previous year-ending *Consumer Price Index (CPI) for All Urban Consumers.*
- Payment schedule will be adjusted accordingly based on selected optional features.

SERVICES AGREEMENT

This agreement ("AGREEMENT") is entered between Miller, South Dakota ("CLIENT") and Municode LLC ("CONSULTANT").

1. Term of AGREEMENT. This AGREEMENT shall commence effective the date signed by the CLIENT. It shall automatically renew annually. This AGREEMENT shall terminate upon the CLIENT's providing CONSULTANT with sixty (60) days' advance written notice.

2. Compensation. It is understood and agreed by and between the parties hereto, that the CLIENT shall pay the CONSULTANT for services based on the payment schedule provided as set forth in the section marked "Payment Schedule". Payment will be made to CONSULTANT within thirty (30) days of the receipt of approved invoices for services rendered.

3. Scope of Services. CONSULTANT's services under this AGREEMENT shall consist of services as detailed in the attached proposal including appendices ("SERVICES"). SERVICES may be amended or modified upon the mutual written AGREEMENT of the parties.

4. Integration. This AGREEMENT, along with the SERVICES to be performed contain the entire agreement between and among the parties, integrate all the terms and conditions mentioned herein or incidental hereto, and supersede all prior written or oral discussions or agreements between the parties or their predecessors-in-interest with respect to all or any part of the subject matter hereof.

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5. Warranty. CONSULTANT warrants that any services provided hereunder will be performed in a professional and workmanlike manner and the functionality of the services will not be materially decreased during the term.

6. Liability. CONSULTANT's total liability arising out of any acts, omissions, errors, events, or default of CONSULTANT and/or any of its employees or contractors shall be limited by the provisions of the AGREEMENT and further limited to a maximum amount equal to the fees received by CONSULTANT from CLIENT under this AGREEMENT.

7. Termination. This AGREEMENT shall terminate upon the CLIENT's providing CONSULTANT with sixty (60) days' advance written notice. In the event the AGREEMENT is terminated by the CLIENT's issuance of said written notice of intent to terminate, the CONSULTANT shall pay CLIENT a pro-rated refund of any prepaid service fees (for the period from the date of the termination through to the end of the term). If, however, CONSULTANT has substantially or materially breached the standards and terms of this AGREEMENT, the CLIENT shall have any remedy or right of set-off available at law and equity.

8. Independent Contractor. CONSULTANT is an independent contractor. Notwithstanding any provision appearing in this AGREEMENT, all personnel assigned by CONSULTANT to perform services under the terms of this AGREEMENT shall be employees or agents of CONSULTANT for all purposes. CONSULTANT shall make no representation that it is the employee of the CLIENT for any purposes.

9. Confidentiality. (a) Confidential Information. For purposes of this AGREEMENT, the term "Confidential Information" means all information that is not generally known by the public and that: is obtained by CONSULTANT from CLIENT, or that is learned, discovered, developed, conceived, originated, or prepared by CONSULTANT during the process of performing this AGREEMENT, and relates directly to the business or assets of CLIENT. The term "Confidential Information" shall include, but shall not be limited to: inventions, discoveries, trade secrets, and know-how; computer software code, designs, routines, algorithms, and structures; product information; research and development information; lists of clients and other information relating thereto; financial data and information; business plans and processes; and any other information of CLIENT that CLIENT informs CONSULTANT, or that CONSULTANT should know by virtue of its position, is to be kept confidential.

(b) Obligation of Confidentiality. During the term of this AGREEMENT, and always thereafter, CONSULTANT agrees that it will not disclose to others, use for its own benefit or for the benefit of anyone other than CLIENT, or otherwise appropriate or copy, any Confidential Information except as required in the performance of its obligations to CLIENT hereunder. The obligations of CONSULTANT under this paragraph shall not apply to any information that becomes public knowledge through no fault of CONSULTANT.

10. Assignment. Neither party may assign or subcontract its rights or obligations under this AGREEMENT without prior written consent of the other party, which shall not be unreasonably withheld. Notwithstanding the foregoing, either party may assign this AGREEMENT in its entirety, without consent of the other party, in connection with a merger, acquisition, corporate reorganization, or sale of its assets.

11. Cooperative Purchasing. CONSULTANT and CLIENT agree that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without CONSULTANT or CLIENT incurring any financial or legal liability for such purchases.

12. Governing Law. This AGREEMENT shall be governed and construed in accordance with the laws of the State of Florida without resort to any jurisdiction's conflicts of law, rules, or doctrines.

Submitted by:

Municode LLC

By: Brian Gilday

Title: Brian Gilday - President, Website Division

Accepted by:

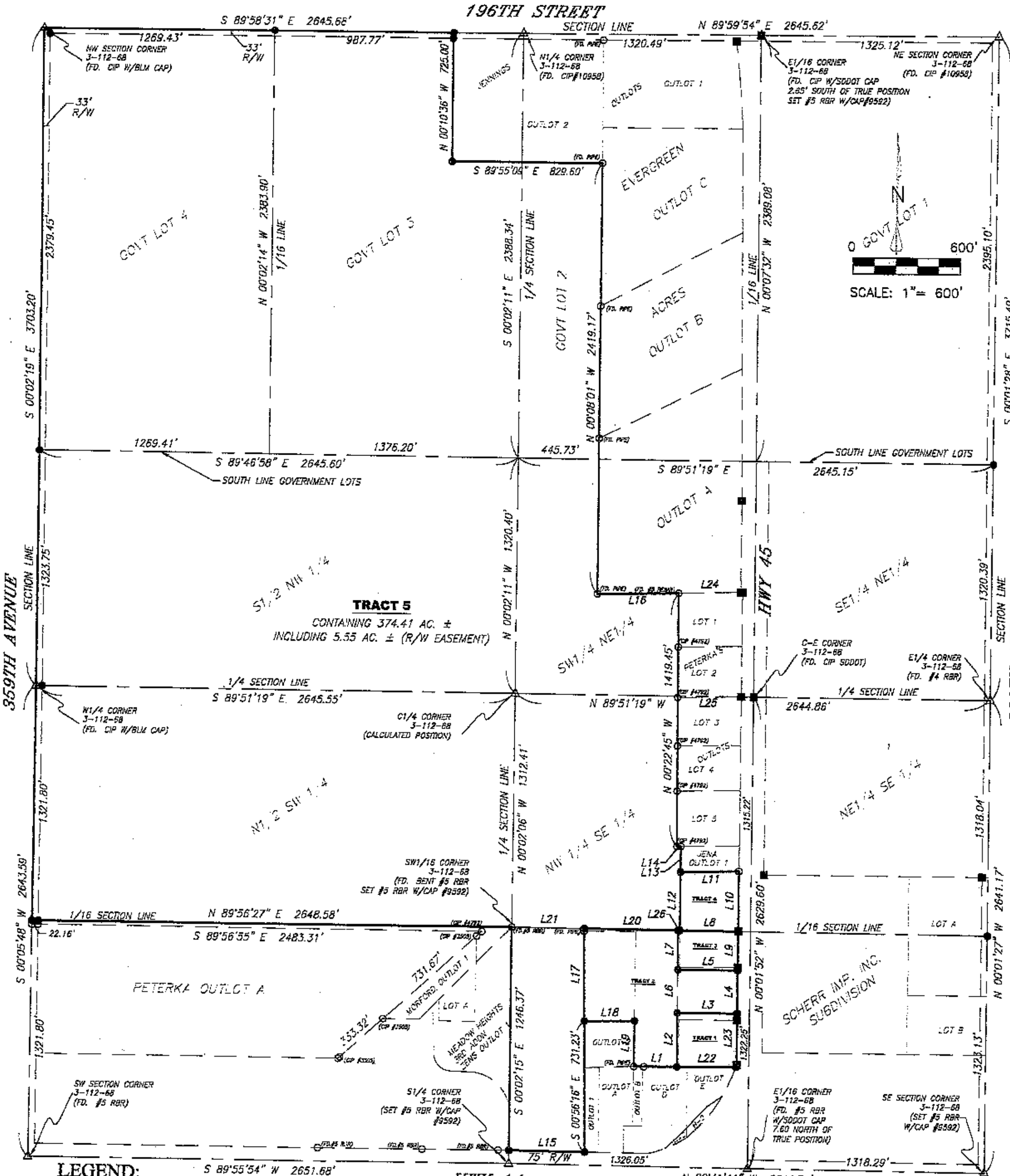
By: ____________________

Title: ____________________

Date: ____________________

PLAT OF TRACTS 1, 2, 3, 4, & 5 OF PETERKA'S ADDITION

IN SECTION 3, TOWNSHIP 112 NORTH, RANGE 68 WEST
OF THE 5TH PRINCIPAL MERIDIAN, HAND COUNTY, SOUTH DAKOTA



LEGEND:

- ● SET 5/8" REBAR W/CAP #9592
- ■ FD. MONUMENT SDDOT CIP
- ○ FD. MONUMENT (AS NOTED)
- △ SECTION CORNER (AS NOTED)
- (R) RECORD INFORMATION
- AC. ACRES
- S.F. SQUARE FEET
- CIP CAPPED IRON PIN
- A.E. ACCESS EASEMENT
- D.E. DRAINAGE EASEMENT
- R/W RIGHT-OF-WAY
- N.T.S. NOT TO SCALE
- EASEMENT LINE
- PREVIOUSLY PLATTED PROPERTY LINE
- SECTION LINE
- PLATTED PARCEL

LINE	BEARING	DISTANCE
L1	S 89°32'34" W	239.55'
L2	S 00°11'57" E	299.91'
L3	S 89°54'27" W	335.00'
L4	N 00°05'33" W	241.67'
L5	N 89°54'27" E	335.45'
L6	N 00°11'57" W	241.68'
L7	S 00°11'57" E	218.05'
L8	N 89°43'55" W	328.12'
L9	N 00°05'38" W	215.95'
L10	N 00°06'15" W	334.83'
L11	N 88°49'07" E	326.00'
L12	S 00°04'25" E	328.58'
L13	S 00°04'25" E	144.00'
L14	N 88°47'09" E	24.16'
L15	S 89°41'42" E	418.74'
L16	N 88°50'15" E	452.50'
L17	N 00°56'16" W	516.40'
L18	N 88°51'20" E	278.81'
L19	N 00°05'39" E	253.22'
L20	S 89°43'58" E	523.63'
L21	N 89°44'13" W	399.15'
L22	S 89°32'34" W	330.92'
L23	N 00°04'58" W	280.14'
L24	S 88°47'31" W	347.09'
L25	S 88°47'47" W	354.21'
L26	S 89°43'58" E	9.73'

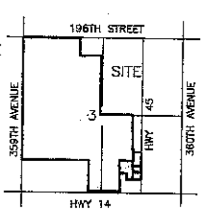
REGISTERED LAND SURVEYOR REG. NO. 9592 ERIC MEYER SOUTH DAKOTA 10/31/16

NOTES:

BASIS OF BEARINGS IS UTM-ZONE 14

THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.

EASEMENTS OF RECORD WERE NOT RESEARCHED AND ARE NOT SHOWN ON THE PLAT.



AREA MAP N.T.S.
SECTION 3, T112N, R68W 5TH P.M.

MEYER LAND SURVEYING, LLC 605-310-9401

PREPARED BY:
Meyer Land Surveying, LLC
45246 Hwy 44
Parker, SD 57053
Phone: (605) 310-9401

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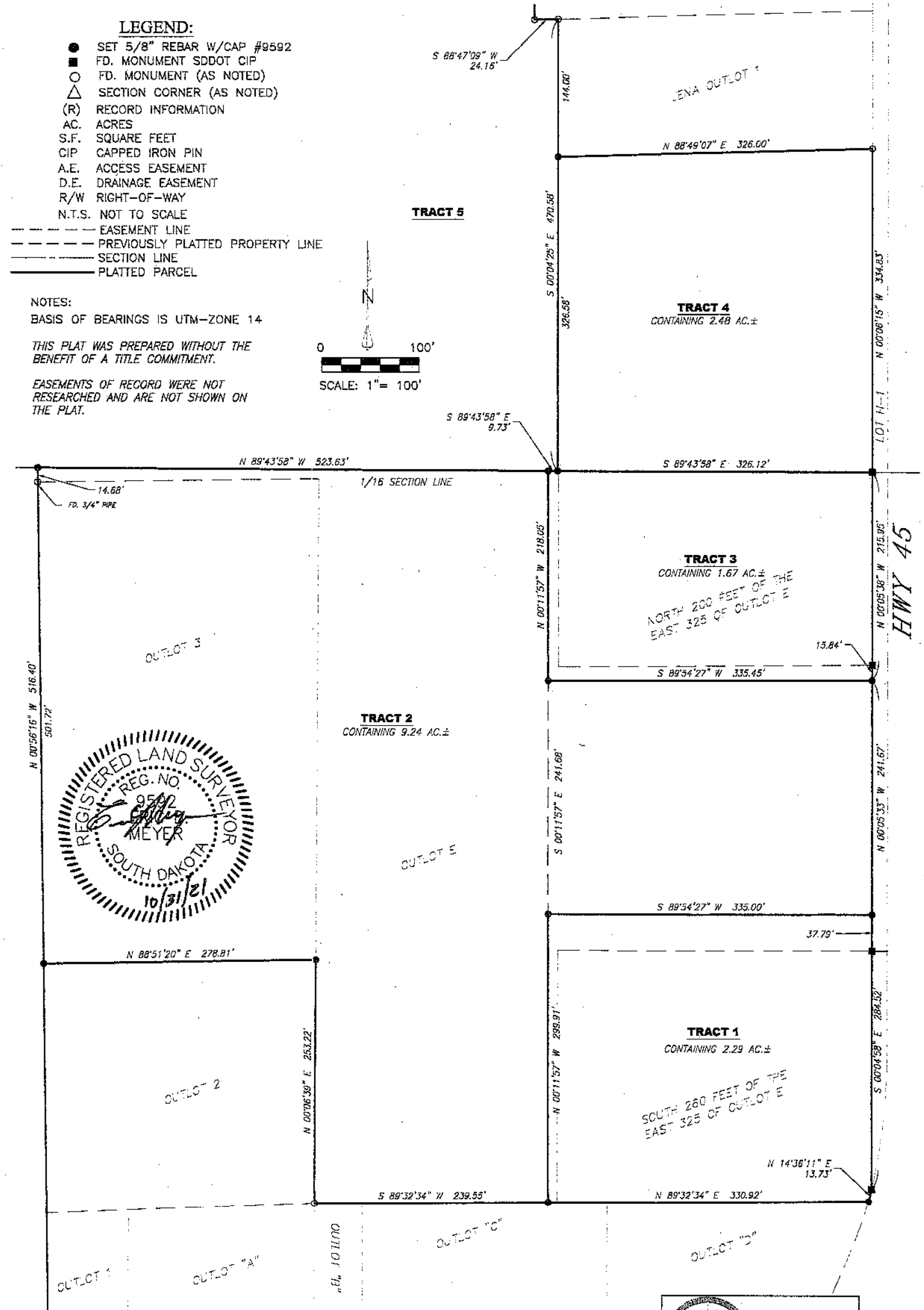
PLAT OF TRACTS 1, 2, 3, 4, & 5 OF PETERKA'S ADDITION

IN SECTION 3, TOWNSHIP 112 NORTH, RANGE 68 WEST
OF THE 5TH PRINCIPAL MERIDIAN, HAND COUNTY, SOUTH DAKOTA



PREPARED BY:
Meyer Land Surveying, LLC
45246 Hwy 44
Parker, SD 57053
Phone: (605) 310-9401

CLAIMS REPORT
Check Range: 11/16/2021-11/30/2021

INVOICE#	VENDOR NAME	INVOICE DESCRIPTION	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
IN888561	A & B BUSINESS SOLUTIONS	COPIER METER	160.86			
IN890172	A & B BUSINESS SOLUTIONS	COPIER METER	27.74	188.60		
INV05658817	AMERICAN SOLUTIONS FOR BUSINES	HANGING FILE FOLDERS	29.87			
INV05666811	AMERICAN SOLUTIONS FOR BUSINES	COPY PAPER	68.27	98.14		
11/01/21	COWBOY COUNTRY STORES INC	FUEL		1,565.14		
10/25/2021	DAKOTA LAND MANAGEMENT LLC	SPRAYING		2,161.50		
11-5-21	CHRISTI DANBURG	REIMB		22.00		
10/31/2021	FARNAM'S GENUINE PARTS INC	PARTS		747.02		
NOV 2021	MASTERCARD	WATER-MDRWS		22,274.79	13311778	11/26/21
10-07-21	GOODALL UPHOLSTERY	REPAIRS-FORD PICKUP SEAT		170.00		
11/8/2021	HEARTLAND CONSUMERS POWER DIST	POWER		2,093.62		
P1521151	JOHN DEERE FINANCIAL	BOLTS	28.16			
P1745451	JOHN DEERE FINANCIAL	CUTTING EDGE/FUELPRO	317.98	346.14		
11-5-21	DEVIN LETSCHE	REIMB-SAFETY CONF. PIERRE		22.00		
11-05-21	TERRY MANNING	REIMB-SAFETY CONF - PIERRE		82.48		
0746432-IN	MID-AMERICAN RESEARCH CHEMICAL	PENETRATING OIL/PRO-GUARD		251.90		
EST NO.4	MIDLAND CONTRACTING INC	CAP IMP		59,496.58		
10/31/21	MILLER ACE	SUPPLIES		1,488.90		
115460	OAKLEY FARM & RANCH SUPPLY	WYE 4IN DWV (3)	47.97			
115538	OAKLEY FARM & RANCH SUPPLY	GLOVES	29.90	77.87		
NOV 2021	ON HAND DEVELOPMENT CORP.	INDUSTRY		6,250.00		
11/05/21	ZACHARY REBER	REIMB-SAFETY CONF - PIERRE		22.00		
PYMT #121	RURAL DEVELOPMENT	WATER TOWER LOAN	3,038.00		13311776	11/24/21
PYMT #61	RURAL DEVELOPMENT	SEWER/STORM PHASE I LOAN	13,365.00	16,403.00	13311777	11/27/21
NOV 2021	SD DEPT OF REVENUE	SALES TAX		7,993.83	13311780	11/26/21
0554277	SERVALL UNIFORM & LINEN SUPPLY	SERVICE		78.09		
184385	SHARE CORPORATION	HYSCENT/JELL SMELL		313.04		
44635	SPENCER QUARRIES INC	AGGREGATE FOR BP WARNING TRACK		456.49		
S012666213.004	STUART C IRBY CO	HI-VIS JACKET	300.00			
S012666213.005	STUART C IRBY CO	SHIRTS (5)	425.00			
S012693276.001	STUART C IRBY CO	SLEEVE CLASS 2	751.29			
S012693276.002	STUART C IRBY CO	GLOVES/TESTING	268.80	1,745.09		
10/31/2021	STURDEVANT'S AUTO PARTS	PARTS		550.90		
0636-10	SHIRLEY TESTERMAN	CUPCAKES 6 DOZ		36.00		
14962	TONY'S REPAIR	TIRE REPAIR/OIL CHANGE		70.85		
BFPB001301021	WESTERN AREA POWER ADMIN.	POWER		32,393.00		
810832	WESCO DISTRIBUTION	LG CLIP DIR-CONN TR	148.00			
813338	WESCO DISTRIBUTION	FLAGS (1000)	140.00	288.00		
				==============		
		Accounts Payable Total		157,686.97		
		Invoices: Paid		46,671.62		
		Invoices: Scheduled		111,015.35		

Add:

008590533 Forte Payment Systems echeck transactions fees 11.00 ACH 11/10/21