

**AGENDA
CITY OF MILLER
TUESDAY, DECEMBER 17, 2024
7:00 P.M.**

The City of Miller is an equal opportunity employer.

Call to Order

Pledge of Allegiance

Approval of Agenda

Approval of Minutes pgs. 1 - 3

Public Input

Unfinished Business

1. Fuel ~~Bids~~ Quotes

New Business

1. Mike Moncur – Hand County Health, Wellness & Community Foundation Inc.
2. Farm and Home Show – January 17 - 18..... pg. 4
3. Mike Werdel – American Legion update
4. Plat – Builders Cashway Addition..... pgs. 5 - 7
5. Colonial Life Group Life Insurance Benefit - \$2/employee/month..... pg. 8
6. Helms & Associates Invoice 35005 - \$849.60..... pg. 9
7. SDML Work Comp Grant (50% match up to \$4K) – safety equipment..... pgs. 10 - 14
8. NECOG – Joint Cooperative Agreement (JCA)..... pgs. 15 - 17
9. St. Lawrence Intergovernmental Agreement..... pgs. 18 - 19
10. Building Permit
11. Auto Supplement 2024 Appropriations pg. 20
12. 2025 Meeting Date Changes pg. 21
13. Set Year-end Meeting Date

Approval of Bills

Executive Session

Personnel Pursuant to SDCL 1-25-2(1)

14. Employee Wages
15. Hire Janitor

Correspondence

Dakota Pump & Control pg. 22

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
DECEMBER 2, 2024**

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, December 2, 2024.

MEMBERS PRESENT: Mayor Tom McGough, Aldermen: Dale Hargens, Will Jones, Patrick Price, Gale Auch, and Landon Gab and Alderwoman Susan Hargens.

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

Pledge of Allegiance was said by all present.

AGENDA: Motion by Alderman Hargens, seconded by Alderman Price to move agenda item number 6 to number 1 and approve the agenda as amended. All members voted aye. Motion carried.

MINUTES: Motion by Alderman Jones, seconded by Alderman Gab to approve the minutes for the regular meeting held on November 18, 2024. All members voted aye. Motion carried.

Public Input: Alderman Hargens encouraged the public to look at the Christmas lights display in Crystal Park and to take the time to truly enjoy it. The lights and music are amazing. Alderman Price thanked all of those for the continued help and support to make the display possible. A list of sponsors will be published in *The Miller Press*. Ron Hoftiezer stated that everyone in the community is invited to the Miller Fire Department's annual soup dinner on December 16.

Department Head Reports

Ron Hoftiezer, street superintendent, gave an update on the road near Running's. It will have washboards in the spring due to the type of base course needed for oiling until conditions are favorable for continued work. Alderman Price inquired about the culverts and drainage near the Ranch Café neighborhood. Hoftiezer stated that new culverts have been reset and installed along with a drop inlet. He thanked Dan Fritzsche and David Phinney for completing this project with help from the other departments while he was gone. The city has a great crew that works well together.

NEW BUSINESS

Colonial Life Voluntary Benefit Program: Steven Melnick, Colonial Life Insurance agent was present to ask permission from the council to meet with city employees to review the policies offered by Colonial Life. Motion by Alderman Price, seconded by Alderman Gab for Colonial Life to be a volunteer option for full time city employees. All members voted aye. Motion carried. Melnick also reviewed a group life insurance policy for employees as a benefit that would cost the city \$2/employee/month forever with the option for the employee to buy-up. The personnel committee will consider the added benefit.

Haydn Herman – 6-month probation: Dustin Graham, electric superintendent gave a report regarding Haydn Herman's exceptional performance over the last 5 months. Motion by Alderman Price, seconded by Alderman Jones to take Haydn off probationary status. All members voted aye. Motion carried. Alderman Price iterated that the utilities committee's expectations and goals for a cohesive, full electric department has been attained with the current knowledgeable staff. Herman is eligible for COLA which is effective January 1, 2025.

Open Position – Janitor: Sandi Selting has resigned her position as janitor for the city effective December 27, 2024. Motion by Alderman Price, seconded by Alderman Jones to accept Sandi's resignation with recognition of a job well done and to open and advertise for the janitorial position. All members voted aye. Motion carried.

Phase IV Water Utility Project: Motion by Alderman Jones, seconded by Alderman Auch to approve payment of **SPN Invoices 35074-35075** for a total of \$16,077.99. All members voted aye. Motion carried. Motion by Alderman Price, seconded by Alderman Gab to pay **TLC Olson**

Pay App. No. 5 for \$36,523.89. All members voted aye. Motion carried. Motion by Alderwoman Hargens, seconded by Alderman Auch to pay **Tank Compliance Services Pay App. No. 1** for \$69,400.00. All members voted aye. Motion carried.

Building Permits: Motion by Alderman Hargens, seconded by Alderman Jones to approve building permits for the following applicants: Chip Rombough – remove mobile home, Nancy Froning – remove house, and Double Barrel Rentals – stairs to a new entrance to the apartments on the second floor of the building at 107 West 3rd Street. All members voted aye. Motion carried.

Fuel Bids: Motion by Alderman Price, seconded by Alderman Hargens to table this item to gather more information regarding State bid laws. All members voted aye. Motion carried.

Approval of Bills: Motion by Alderman Hargens, seconded by Alderman Auch to pay the bills. All members voted aye. Motion carried.

EXECUTIVE SESSION: Motion by Alderman Price, seconded by Alderman Jones to go into executive session for personnel matters pursuant to SDCL 1-25-2(1) at 7:44 p.m. All members voted aye. Motion carried. Mayor McGough returned the meeting to regular session at 8:26 p.m.

Employee Wages: No action taken.

Motion by Alderman Hargens, seconded by Alderwoman Hargens to adjourn the meeting. There being no further business, the meeting was adjourned at 8:27 p.m. All members voted aye. Motion carried.

Tom McGough, Mayor

Cindy Deuter, Finance Officer

LEGAL NOTICE OF RECEIPT

Copy of the official proceedings
was received on: _____
Published once at the
approximate cost of: _____

Bills December 2024 (1)

Bobs Disposal	Garbage	350.00
Border States	Supplies	1,147.37
Builders Solutions	Supplies	714.05
City Utilities	Utilities	5,445.27
Dollar General	Supplies	14.50
Galls	Supplies	312.98
HC Ambulance	Lottery Machine Fees	1,450.00
HC Pub	Publications	1,375.73
HC Treas.	Title & LP	26.70
Ron Hoftiezer	Meal Reim	43.00
Andrew Knox	Meal Reim	30.00
NAPA	Parts	11.49
Allison Nelson	Meal Reim	30.00
OHED	80% Bbb	5,290.17
Postmaster	Presort Permit #2	425.00
Prairie Wind Promotions	Supplies	73.86
SD AMA	Membership	50.00
SD PHL	Samples	30.00
SD GFA	Membership	70.00
SD GHA	Membership	50.00
SD MEA	Membership	350.00
SDML	Membership	1,709.00
SD MSMA	Membership	35.00
SD PCA	Membership	200.00
SPN	Prof Fees	16,077.99
Stuart C Irby	Supplies	585.00
Tank Compliance	Water Phase IV	69,400.00
The Radar Shop	Supplies	320.00
Tlc Olson Construction	Water Phase IV	36,523.89
Twin Valley Tire	Repairs	24.00
Wesco	Supplies	1,380.84
	Accounts Payable Total	<u>\$143,545.84</u>

**Payroll Salary plus
Benefits by Department:**11/29/2024 &
12/05/2024

Department	w/o OT	OT	Total
41101 COUNCIL	2,615.91	0.00	2,615.91
41402 FINANCE OFFICE	3,179.38	15.60	3,194.98
41902 BUILDING	309.23	0.00	309.23
42101 POLICE	12,928.20	1,063.60	13,991.80
43101 STREET	8,952.23	148.20	9,100.43
43201 SEWER	5,822.74	4.80	5,827.54
43305 WATER	5,822.66	4.80	5,827.46
43403 ELECTRIC	13,745.25	4.80	13,750.05
45202 PARK	146.40	0.00	146.40
	<u>\$53,522.00</u>	<u>\$1,241.80</u>	<u>\$54,763.80</u>



Hand County
Area Crop Livestock
Improvement Association

The 2025 Farm & Home Show is scheduled for January 17-18 at the National Guard Armory in Miller, SD. We would like to take this opportunity to invite you to join us as an exhibitor. **On Friday, the show opens at 3:00 p.m. and runs until 8:00 p.m. On Saturday, the show is open from 9:00 a.m. until 1:00 p.m.** Setup for the event will be on Friday from 12 noon until 3:00 p.m.

If you would like a booth, you are encouraged to respond as soon as possible. **You, or someone from your organization, must be present both days of the show to man your booth.** Booth rent is \$100 for an 8-foot space, which includes one table and two chairs, and is **non-refundable**. Rental fees are due January 1, 2025. Booths will be filled on a first come, first served basis. If you have exhibited with us before and would like to request a spot you would prefer, please make note of that on your registration form and best efforts will be made to accommodate you. Electricity is available, but you will need to bring your own extension cords (please bring several as it may be a distance to an outlet) and power strips. You are also welcome to bring additional tables and chairs. If something should change and you are unable to attend the show, you may find a substitute vendor to take your spot. If you are unable to find a substitute vendor, please contact us so we may contact vendors on our waiting list. If vendors from the waiting list are substituted, your rent will be refunded.

You must have a tax ID number if you plan on selling any products at the show. All exhibitors will be required to fill out a form from the SD Dept. of Revenue, regardless if they sell things or not. Vendors are responsible for sending the form to the Dept. of Revenue.

Please **COMPLETELY** fill out the form below and return it with your booth rental fee as soon as possible. When your registration form and booth rent is received you will be added to the show floor plan. If you have questions, please contact LCIA president Aaron Stevens at the number/email listed below. Thank you and we look forward to seeing you on January 17-18, 2025!

Aaron Stevens
Hand County LCIA President
605-870-1649
aaronstevens17@hotmail.com
118 East 5th Street, Miller, SD 57362

MILLER FARM & HOME SHOW – JANUARY 17--18, 2025

 I would like a booth. Checks are payable to Hand County LCIA and need to be returned by January 1, 2025.

 I would like to help sponsor the pancake feed. \$25 \$50 \$100 other

 I will be using electricity. Please note what size voltage you need.

 I would like to donate a door prize for the show to be given away at the LCIA booth.

Please list your donation here:

No thanks, I'll give door prizes at my booth at my own discretion.

Check if you need a receipt.

FIRM NAME: City of Miller

ADDRESS: 120 W 2nd St CITY Miller STATE SD ZIP 57362

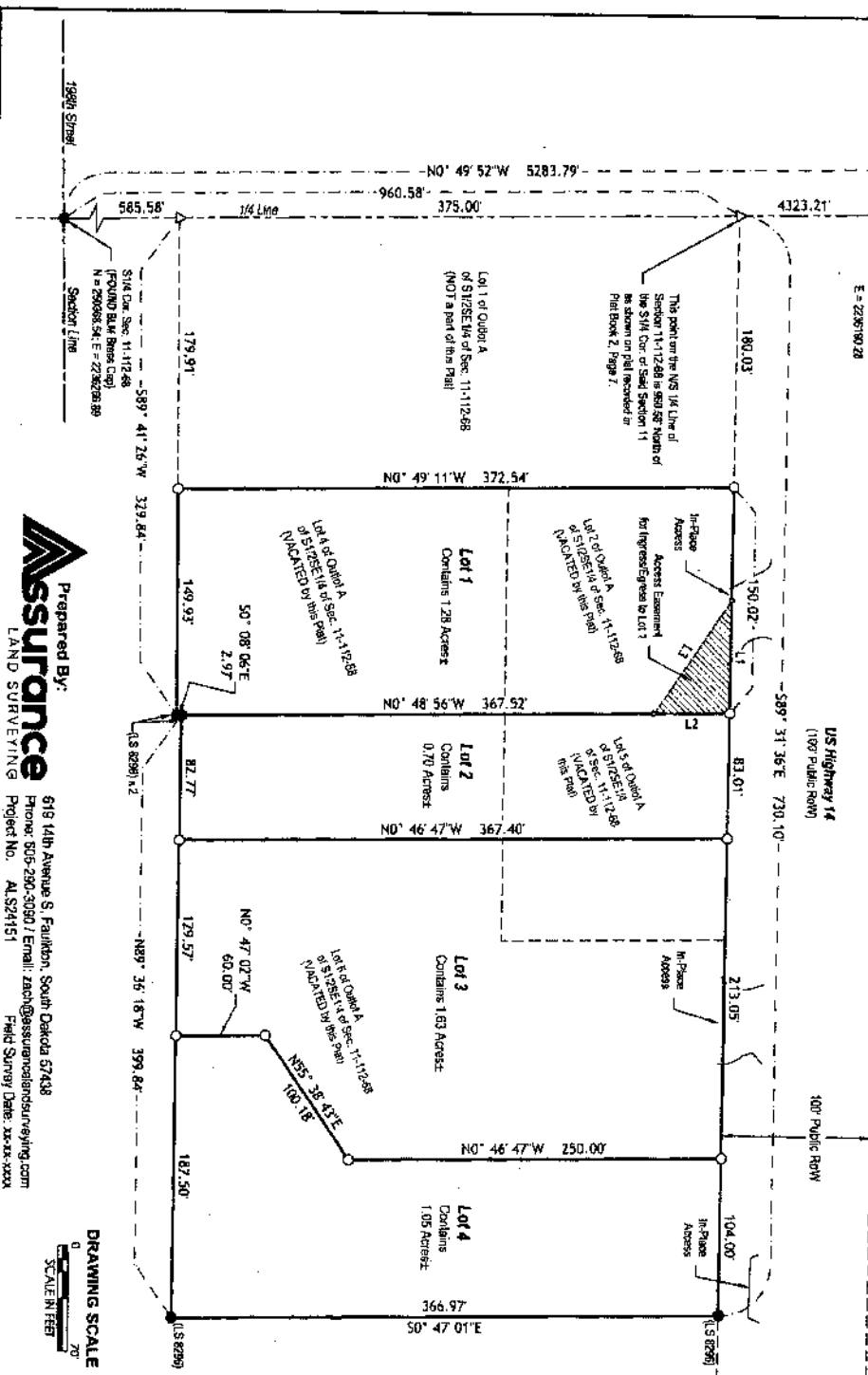
E-MAIL ADDRESS: finance.off@cityofmiller.com **CONTACT PHONE #** (605) 853-2705

PRODUCT/SERVICES: Municipal Water Sewer, Electric + Recreation + Streets

RETURN BOTTOM PORTION OF FORM & BOOTH RENT (payable to Hand County LCIA) TO: Hand County LCIA, 118 East 5th St., Miller, SD 57362

Special Request: Please place the hospital's booth + the city's booth side-by-side. Thank you!

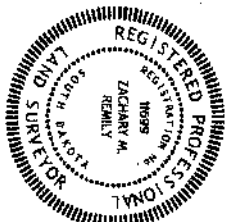
PLAT SHOWING **BUILDERS CASHWAY ADDITION** TO THE CITY OF MILLER IN THE SE 1/4 OF SECTION 11, TOWNSHIP 112 NORTH, RANGE 68 WEST OF THE 5th P.M., HANDB COUNTY, SOUTH DAKOTA



EASEMENT LINE TABLE		
#	BEARING	DISTANCE
L1	S89° 31' 36" E	75.00'
L2	S87° 48' 56" E	50.00'
L3	N85° 14' 03" W	51.07'

BASIS OF BEARINGS
 STATE PLANE COORDINATE SYSTEM
 SOUTH DAKOTA NORTH ZONE (48071)
 US SURVEY FEET - NAD 83
 DISTANCES SHOWN ARE GROUND
 COORDINATES SHOWN ARE GRID

- LEGEND**
- PIN FOUND (AS NOTED)
 - PIN SET W/ CAP LS 11699
 - △ CALCULATED CORNER



DRAWING SCALE
 0 20' SCALE IN FEET

Assurance
 LAND SURVEYING

Prepared By:
 618 14th Avenue S, Faulkton, South Dakota 57438
 Phone: 605-290-3090 / Email: zach@assurancesurveying.com
 Project No.: AL524151
 Field Survey Date: xxxx-xxxx

NORTH
 SHEET 1 OF 3

PLAT SHOWING

BUILDERS CASHWAY ADDITION

TO THE CITY OF MILLER IN THE S1/2 SE1/4 OF SECTION 11, TOWNSHIP 112 NORTH, RANGE 68 WEST OF THE 5TH P.M., HAND COUNTY, SOUTH DAKOTA

OWNER'S CERTIFICATE:

DBS Enterprises, LLC, a South Dakota limited liability company, does hereby certify that it is the owner of Lots 5 and 6, of Outlot A of the S1/2SE1/4 of Section Eleven (11), Township One Hundred Twelve (112) North, Range Sixty-Eight (68) West of the 5th P.M., Hand County, South Dakota, and that it has caused the same to be surveyed and platted as shown on the attached plat, which shall be hereinafter known and described as:

"BUILDERS CASHWAY ADDITION TO THE CITY OF MILLER, IN THE S1/2 SE1/4 OF SECTION 11, TOWNSHIP 112 NORTH, RANGE 68 WEST OF THE 5TH P.M., HAND COUNTY, SOUTH DAKOTA."

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

By this plat, DBS Enterprises, LLC, a South Dakota limited liability company, does hereby VACATE Lot 5, of Outlot A of the S1/2SE1/4 of Section Eleven (11), Township One Hundred Twelve (112) North, Range Sixty-Eight (68) West of the 5th P.M., Hand County, South Dakota as filed for record on September 12, 1969 at 9:30 A.M., and duly recorded in Book 3 of Plats, on Page 702, -AND- Lot 6, of Outlot A of the S1/2SE1/4 of Section Eleven (11), Township One Hundred Twelve (112) North, Range Sixty-Eight (68) West of the 5th P.M., Hand County, South Dakota as filed for record on May 19, 1975 at 1:30 P.M., and duly recorded in Book 3 of Plats, on Page 91.

Owner: DBS Enterprises, LLC, a South Dakota limited liability company

Print Name & Title

Signature

Signed this _____ day of _____, 20____.

COUNTY OF _____

STATE OF _____ } SS

On this _____ day of _____, 20____, before me, a notary public, the undersigned officer, personally appeared _____, who acknowledge himself/herself to be _____

_____ of DBS Enterprises, LLC, a South Dakota limited liability company, and that he/she as such _____, being authorized to do so, executed the foregoing instrument for the proposed therein contained, by signing the name of the LLC by himself/herself as _____

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

My Commission Expires: _____

Notary Public



OWNER'S CERTIFICATE:

Barah Eric and Shannon Properties, LLC, a South Dakota limited liability company, does hereby certify that it is the owner of Lots Two (2) and Four (4), of Outlot A of the S1/2SE1/4 of Section Eleven (11), Township One Hundred Twelve (112) North, Range Sixty-Eight (68) West of the 5th P.M., Hand County, South Dakota, and that it has caused the same to be surveyed and platted as shown on the attached plat, which shall be hereinafter known and described as:

"BUILDERS CASHWAY ADDITION TO THE CITY OF MILLER, IN THE S1/2 SE1/4 OF SECTION 11, TOWNSHIP 112 NORTH, RANGE 68 WEST OF THE 5TH P.M., HAND COUNTY, SOUTH DAKOTA."

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

By this plat, Barah Eric and Shannon Properties, LLC, a South Dakota limited liability company, does hereby VACATE Lots Two (2), of Outlot A of the S1/2SE1/4 of Section Eleven (11), Township One Hundred Twelve (112) North, Range Sixty-Eight (68) West of the 5th P.M., Hand County, South Dakota as filed for record on August 9, 1962 at 8:55 A.M., and duly recorded in Book 3 of Plats, on Page 16, -and- Lot Four (4), of Outlot A of the S1/2SE1/4 of Section Eleven (11), Township One Hundred Twelve (112) North, Range Sixty-Eight (68) West of the 5th P.M., Hand County, South Dakota as filed for record on September 12, 1969 at 9:30 A.M., and duly recorded in Book 5 of Plats, on Page 702.

By this plat, Barah Eric and Shannon Properties, LLC, a South Dakota limited liability company, does hereby DEDICATE the Access Easement as shown on the attached plat, for Ingress/Egress to Lot 1, Builders Cashway Addition.

Owner: Barah Eric and Shannon Properties, LLC, a South Dakota limited liability company

Eric Barah

Shannon Barah

Signed this _____ day

Signed the _____ day

of _____, 20____.

of _____, 20____.

COUNTY OF _____

COUNTY OF _____

STATE OF _____ } SS

STATE OF _____ } SS

On this the _____ day of _____, 20____.

On this the _____ day of _____, 20____.

_____, before me, _____, the undersigned officer, personally appeared Eric Barah, known to me or satisfactorily proven to be the person who, subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

_____, before me, _____, the undersigned officer, personally appeared Shannon Barah, known to me or satisfactorily proven to be the person who, subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

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

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

My Commission Expires: _____

My Commission Expires: _____

Notary Public

Notary Public

PLAT SHOWING
BUILDERS CASHWAY ADDITION

TO THE CITY OF MILLER IN THE S1/2 SE1/4 OF SECTION 11, TOWNSHIP 112 NORTH, RANGE 68 WEST OF THE 5TH P.M., HAND COUNTY, SOUTH DAKOTA

SURVEYOR'S CERTIFICATE:

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

**"BUILDERS CASHWAY ADDITION TO THE CITY OF MILLER,
IN THE S1/2 SE1/4 OF SECTION 11,
TOWNSHIP 112 NORTH, RANGE 68 WEST OF THE 5TH P.M.,
HAND COUNTY, SOUTH DAKOTA"**

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

ZACHARY M. REMILY, LS 11699

Signed this _____ day of _____, 20____

SDDOT HIGHWAY APPROVAL:

"Existing Access to US HIGHWAY 14 is approved. This access approval does not replace the need for any permits by law to establish the precise access location, including permit requirements set forth in Administrative Rule of South Dakota 70:09-01.02."

Print Name & Title _____

Signature _____

Signed this _____ day of _____, 20____

APPROVAL BY THE COUNTY:

I hereby certify that the following is a correct copy of the resolution duly passed by the County Commission of Hand County, South Dakota.

Meeting held on the _____ day of _____, 20____

County Auditor
Hand County, South Dakota

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

**"BUILDERS CASHWAY ADDITION TO THE CITY OF MILLER,
IN THE S1/2 SE1/4 OF SECTION 11,
TOWNSHIP 112 NORTH, RANGE 68 WEST OF THE 5TH P.M.,
HAND COUNTY, SOUTH DAKOTA"**

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

HAND HIGHWAY APPROVAL:

"Existing Access to US HIGHWAY 14 is approved. This access approval does not replace the need for any permits by law to establish the precise access location, including permit requirements set forth in Administrative Rule of South Dakota 70:09-01.02."

Print Name & Title _____

Signature _____

Signed this _____ day of _____, 20____

APPROVAL BY THE CITY:

I hereby certify that the following is a correct copy of the resolution duly passed by the City Council of Miller, South Dakota.

Meeting held on the _____ day of _____, 20____

City Dealer,
Finance Officer, Miller, South Dakota

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

**"BUILDERS CASHWAY ADDITION TO THE CITY OF MILLER,
IN THE S1/2 SE1/4 OF SECTION 11,
TOWNSHIP 112 NORTH, RANGE 68 WEST OF THE 5TH P.M.,
HAND COUNTY, SOUTH DAKOTA"**

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

TREASURER'S CERTIFICATE:

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

Signed this _____ day of _____, 20____

County Treasurer
Hand County, South Dakota

DIRECTOR OF EQUALIZATION CERTIFICATE:

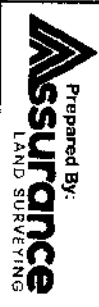
I hereby certify that I have received a copy of this plat.

Dated this _____ day of _____, 20____

Director of Equalization
Hand County, South Dakota

REGISTER OF DEEDS' CERTIFICATE:

Filed for record this _____ day of _____, 20____ at _____ O'clock _____ M., and duly recorded in Plat Book No. _____ on Page No. _____



Prepared By:
Register of Deeds
Hand County, South Dakota

6.5.2 Life Insurance:

City provides a group life insurance policy in the amount of \$20,000.00 life and \$20,000.00 Accidental Death & Dismemberment. No child or spouse benefits. The City pays 100% of the policy premium.

City provides a group life insurance policy in the amount of \$10,000.00 life. The City pays 100% of the policy premium. The employee has the option to "buy-up" and/or purchase coverage for their spouse and/or their dependent children.

State



Helms & Associates
416 Production Street N.
Aberdeen, SD 57401, United States
Tel: 605-225-1212
bobb@helmsengineering.com

INVOICE

INVOICE DATE: 11/20/2024
INVOICE NO: 35005
BILLING THROUGH: 11/16/2024

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

A8967 | MILLER AIRPORT TAXIWAY RECONSTRUCTION & ACCESS ROAD

Managed By: ROBERT J BABCOCK

AIP # 3-46-0035-015-2024
AGREEMENT DATED 12/06/2023
INVOICE EIGHT

DESCRIPTION	% OF TOTAL FEE	CONTRACT AMOUNT	% COMPLETE	BILLED TO DATE	PREVIOUSLY BILLED	CURRENT AMOUNT
A8967:02 MILLER AIRPORT TAXIWAY RECONSTRUCTION & ACCESS ROAD DESIGN	100	\$84,960.27	66.00	\$56,073.78	\$55,224.18	\$849.60
TOTAL		\$84,960.27		\$56,073.78	\$55,224.18	\$849.60

SUBTOTAL \$849.60

AMOUNT DUE THIS INVOICE \$849.60

This invoice is due upon receipt

VERIFICATION OF CLAIM I declare and affirm under the penalties of perjury that this claim has been examined by me and to the best of my knowledge and belief, is in all things true and correct. Dated this 20th day of Nov 2024.
HELMS AND ASSOCIATES [Signature]

APPROVAL:

BY: _____

TITLE: _____

DATE: _____



INSURANCE BENEFITS, INC. - FUND ADMINISTRATOR
4901 S. Isabel Place #210, Sioux Falls, SD 57108
Telephone: 800-233-9073 Fax: 605-275-6193
info@sdmlwcfund.com www.sdmlwcfund.com

2024 SDML Workers' Compensation Fund Trenching and Confined Space Entry Safety Equipment Grant Application

*The **SDML WC FUND GRANTS** will be awarded on a first come first received basis.

Program Information:

Background: The SDML Workers' Compensation Fund (SDML WCF) has funds available to grant to public entities that have their workers' compensation coverage through the SDML WCF, for the purchase of one new piece of equipment/package of qualified and approved Trenching and Confined Space Entry Safety Equipment. A member may apply once per calendar year and the grant only applies to new equipment. Used or refurbished equipment is not eligible for the grant.

The grant will pay 50% of the cost of the equipment with a maximum grant award of \$4,000. The recipient will be required to pay the invoice in full, then provide a copy of the entity's cleared check and a copy of the paid invoice. Then the SDML WCF will issue the grant check payable to the grant recipient.

Examples of trenching and confined space entry safety equipment include the following:

Trench Boxes
Hydraulic Shoring
Gas detectors with and without calibration kits
Full body harness
Tripods
Blowers



Sioux Falls, SD 57104

Date: 12/16/2024

Expiration Date 30 Days

FOR

Job

Delivery Date

FOR

[illegible]

Thank you for your business!

50% = \$2,172.65

And questions regarding this quote, please email chaskell@stanhouston.com

Use ISP50 to get \$50 Off when you buy \$1,000 or more

Click here to see our 2 Day Free shipping products

BEST PRICES

BEST PRODUCTS

BEST BRANDS

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CUSTOMER SERVICE FROM 8AM - 8PM EST

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BUY IN BULK AND SAVE BIG

SHIPPING TO ALL STATES TO MEET OUR CUSTOMER NEEDS

Frontline

Frontline All in One Confined Space Kit Rescue System Complete Safety and Compliant (US Tripod)

MSRP: \$5,799.99

\$5,319.98

(You save \$480.01)

50% = \$2,659.99



available for orders between \$1 - \$2,700 ⓘ

1 review

SKU:

FRONTLINE-CSE-KIT-US

Order within 2 hours 24 min 5 sec to get it by **Mon, Dec 16!** when checking out with **2-Day Shipping (Free)**

FREE 2 DAY SHIPPING

HASSLE FREE RETURNS

Quantity:

1

ADD TO CART

[Description](#) | [Review](#)

★ Earn 157 Points ★

YOU MAY ALSO LIKE

We're offline
Leave a message



Use ISP50 to get \$50 off when you buy \$100 or more

Click here to see our 2 Day Free shipping products



Frontline Confined Space Kit
Rescue System All in One
Complete Safety and Compliant

14 reviews

MSRP: ~~\$3,799.99~~ \$2,999.99

ADD TO CART

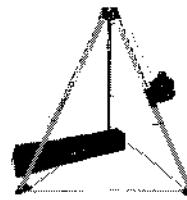


Frontline TAN10RURP MEGApod
10' Aluminum Tripod with 60'
Winch and 50' 3-Way SRL

2 reviews

\$3,034.00

ADD TO CART



Frontline TAN10RU MEGApod Kit
10' Aluminum Tripod with 60'
Winch

MSRP: ~~\$2,285.99~~ \$1,854.99

ADD TO CART



Frontline
Confined Space Kit

MSRP

DESCRIPTION

Frontline Confined Space Kit Rescue System Complete Safety and Compliant (US Tripod)

Confined Space Entry Kit is OSHA and ANSI compliant! We feature our Frontline and Allegro confined space products into one easy Kit. This Kit includes our most popular BW gas detector, Frontline 7' USA Made tripod, Frontline self-retracting lifeline, Frontline Combat Economy Series Full Body Harness (Universal) and Allegro air blower.

Features and Specs:

MSA 10245598 Altair 104:

- **Detector:**
 - Battery: 2 Ah Rechargeable
 - Designed with fully integrated connectivity for real-time visibility across your worksites from Day One
 - 4 gas reading (LEL, O2, H2S CO)
 - Exceeds 26 drops from 4 feet (1.2 m) (MIL-STD-810G 516.6 Transit Drop)
 - Survives 60 minutes in NFPA 1982-2018 tumble tester

Frontline Patriot 7' Confined Space Tripod Kit:

- **7' Tripod TAN07-US:**
 - The durable, lightweight, aluminum tripod features auto-locking, telescoping legs for better user functionality
 - Tripod can be easily set-up by one person in a matter of seconds with no tools required
 - Cast aluminum tripod head comes complete with two integrated eye bolts for attachment of pulleys or auxiliary equipment
 - Each of the tripod's legs may be independently adjusted to compensate for uneven terrain using quick insert locking pins
 - Tripod includes anti-skid rubber feet and safety leg chains for best stability
- **50' 3 Way RAG503W-US:**
 - Use: Material/Personnel Lowering, Lifting, Rescue and SRL option
 - Lifeline Length: 50'
 - Maximum User Capacity: 350 lbs
 - Tripod: Meets or exceeds OSHA and ANSI Z359.1, ANSI Z359.4, ANSI Z359.18
 - 3-Way: Meets or exceeds OSHA and ANSI Z359.1, ANSI Z359.4, ANSI Z359.14

Industrial Plastic Blower Kit:

- Housin: Polyethylene
- Blade Size: 12"
- Duct Length: 15'
- Blower size: 18.9" L x 16.7 W x 17.3 H
- Air Volume: 2,200 CFM
- HP: 1
- Switch: Single
- Max. RPM: 3,250 RPM
- Third party certified tested by an ISO 17025 independent laboratory to provide the best quality control assurance and product reliability

Frontline Manhole Guardrail GUM32:

- Dimensions: 32" x 32" x 32"
- Weight: 32' (29 lbs)
- Meets or exceeds OSHA 1910.146(c)(5)(ii)(B)
- Material: High strength ASTM Rated Steel
- Finish: Safety green painting

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- Conveniently sets-up in seconds, no tools required
- Includes two chains for added safety

Frontline Harness 50VTB:

- **Harness:**
 - Lightweight components make the harness lighter
 - 1 Back d-ring for fall arrest
 - 3 points of adjustability
 - Chest strap and leg straps are provided with pass thru buckles for easy adjustment
 - Additional back support strap provided for a comfortable fit
 - Ideally positioned sub-pelvic strap for extended comfort
 - Equipped with fall indicator on shoulder strap
 - Breaking strength - greater than 5,000 lbs
 - Meets or exceeds ANSI and OSHA applicable standards
 - Universal sizing, fitting most users

Markets: Chemical, Construction, Oil & Gas, Utilities, Water Treatment, General Industrial, Mining, Marine

Applications: Confined Space, Working at Heights



Good Tripod

October 9, 2021 by Marius B. (United States)

"Arrived on time - easy to assemble"

Display Options Highest to Lowest

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**JOINT COOPERATIVE AGREEMENT
FOR 2025**

Section 1. Authority.

Article I

Pursuant to the Constitution of South Dakota and as provided in Chapter 1-24.1 to 1-24.10 of the SDCL, 1992 Revision, entitled "The Joint Exercise of Governmental Powers," the undersigned units of local governments hereby organize, form, and maintain the Northeast Council of Governments. As referenced in SDCL 1-24.1 to 1-24.10, in the event that the joint agreement financing of the Council be terminated due to lack of support by the governmental units within the area served, all equipment and supplies owned by the Council shall be sold by sealed bids to local units of government within the area boundaries or according to applicable Federal guidelines. The Chairperson, Vice Chairperson, and Secretary/Treasurer of the Council shall oversee the advertisement, receiving the bids, and opening the bids. Money received from the sale of Council equipment and supplies will be divided in the same manner as contributed by member counties and cities that financed the Council operations within the last year.

Section 2. Duration of the Agreement.

The joint agreement represents a voluntary association of general purpose units of local governments providing planning, technical aid, and assistance capabilities to its membership and other units of local governments. This agreement shall remain in effect as long as five counties representing 60 percent of the area population continue membership and financial support.

Annual reaffirmation of commitment to this agreement by each member government shall take place prior to the beginning of the Council's fiscal year.

Section 3. Governing Body.

The governing body of the area served shall be the Northeast Council of Governments.

Section 4. Fiscal Year.

The fiscal year of the Council shall begin on the first day of January and terminate on the thirty-first day of December and the term of this JCA covers the entire fiscal period referenced.

Section 5. Bylaws.

The Council shall create and provide for bylaws detailing activities and procedures of the Council. The formation of or amendments to such bylaws shall take the affirmative vote of two-thirds of the members present.

Article II

Section 1. Members.

Membership shall consist of 1) two county commissioners from each county, selected by the respective county commission, 2) in member counties, one mayor or city council member from each city of at least 950 population or from the largest city in the county if no cities are at least 950 population, 3) one representative of non-governmental or private sector interests from each member county, and 4) one representative from the tribal council in a member dues-paying county.

Section 2. Ex-Officio Membership.

NECOG

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The Chairperson of all Council subcommittees shall serve as nonvoting members of the Council. In addition, the Council may, when deemed advisable by the majority of the Council members, appoint nonvoting members in an advisory capacity or appoint additional voting members not to exceed one-half of the regular membership.

Section 3. Proxies.

Each Council member, with the approval of his respective governing board, may appoint a temporary representative to serve in his absence. The appointed individual assumes all rights and privileges of the Council member.

Section 1. Regular Meetings.

Article III

The Council shall establish a schedule of regular meetings at such place and time within the area as it may designate.

Section 2. Meetings--Special.

Upon the written request of eight members of the Council or when deemed expedient, the Chairperson shall call a special meeting of the Council for the purpose of transacting business designated in the call. The call for such special meeting shall be delivered to each member or may be mailed to each member not later than three days before the meeting. At such special meeting, no business shall be considered other than is designated in the call.

Section 3. Quorum.

A majority of members of the Council shall constitute a quorum for the purpose of conducting business. When a quorum is present, a majority of those present will decide all issues presented.

Section 4. Rules--Action of the Council.

The rules contained in the last revised edition of Robert's "Rules of Order" shall apply in all meetings of the Council to the extent that such rules are not in conflict with the agreement or its bylaws, in the conduct of all business by the Council, the following is set forth as a guiding principle.

1. It is the basic objective of this Council to unite all beliefs and interests in the fulfillment of a sound program for the development of the area served.

2. This objective can only be obtained by the use of the best techniques of group thinking and by minimizing any elements of force in the action of the group.

3. It is the guiding policy of this Council that in all of its activities, every reasonable effort shall be made to attain the closest possible approach to unanimous consent.

Article IV

Section 1. Officers.

The Council shall elect officers for the position of Chairperson, Vice Chairperson, and Secretary/Treasurer.

Section 2. Subcommittees.

The Council may form subcommittees to serve at the pleasure of the Council and to carry out its work.

Section 3. Executive Board.

NECOG

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Additionally, the Council may create, through bylaws, an Executive Board with delegated powers as specified in those bylaws.

Section 1. Powers of the Council.
Article V

1. To prepare broad modular planning units of development for the area served, including, but not limited to population, economy, governmental services, utilities, education, housing, transportation, recreation, health, natural resources, manpower, law enforcement, social services, poverty, and economic development.
2. To assist individual counties and municipalities in the area to participate more effectively in State and Federal funding programs.
3. To review and make recommendations on projects which will affect the development of the area in accordance with the various plans and programs of the area served.
4. To recommend projects which will enhance the development of all resources to be carried out through existing governmental units or through a combination of these as applicable under State laws.
5. To compile, prepare, publish, and disseminate information about the various resources of the area served and subareas.
6. To cooperate and coordinate the activities of local grants with organizations similar to the council, State, and Federal agencies.
7. To analyze existing Federal and State legislation and programs to determine its effect on local governments.
8. To promote local decision making and local control of those projects and programs affecting the constituency of the area.

Section 2. Limitation of Powers.

In the carrying out of its purpose, powers, and functions, the Council, its members, and the Council staff shall remain within these guidelines or limitations:

1. All plans shall be advisory only.
2. No zoning ordinances or subdivision standards regulating land use may be enacted by the Council.
3. The Council is to have no authority that would supplant or in any way interfere with or supersede the planning and development authority granted cities, counties, or tribal governments under other applicable State or Federal statutes.
4. Plans are to reflect goals and objectives for harmonious development of the area.
5. Plans prepared by or for the Council shall be transmitted to all affected governmental bodies which are members of the Council. It will be for these governmental bodies to adopt them as their own for purposes of planning and development.
6. No power of eminent domain is to be exercised.
7. The Council cannot engage in construction projects.
8. The Council cannot regulate the agricultural or other use of the land.

Section 3. Staff.

For the purpose of this agreement, the Council is authorized to hire staff and provide all necessary support services to carry out the intent of this agreement.

Section 1. Finance.
Article VI

The Council shall determine the amount of local matching money that will be requested from the boards of county commissioners and member cities for each fiscal year of the Council's operation. This amount will be determined after the Executive Director presents his/her proposed budget to the Council listing possible sources of Federal, State, local, and private funds available on a matching basis to operate the Council during each specific fiscal year.

Section 2. Local Share.

The local share for the next fiscal year shall not exceed the following amounts, with actual allocations determined by vote of the Council.

Unit of Government	Maximum Local Share
Beadle County	\$17,033.89
Huron	3,554.58
Brown County	27,298.18
Aberdeen	7,285.13
Groton	1,777.30
Campbell County	7,384.64
Herreid	1,777.30
Day County	10,354.20
Webster	1,777.30
Edmunds County	8,800.56
Ipswich	1,777.30
Faulk County	7,848.77
Faulkton	1,777.30
Hand County	8,581.36
Miller	1,777.30

McPherson County	8,132.58
Eureka	1,777.30
Marshall County	9,080.82
Britton	1,777.30
Potter County	8,140.37
Gettysburg	1,777.30
Spink County	10,948.11
Redfield	1,777.30
Walworth County	8,826.82
Mobridge	1,777.30

Section 1. Amendments.

Article VII

Amendments to this agreement may only be made with the full concurrence of two-thirds majority of those present of the member governments.

Section 2. Termination of this Joint Cooperative Agreement.

With mutual written agreement from both parties, a member county may terminate the agreement for services. During the period of service under this JCA, the termination notice is to be provided in writing with six months notice prior to the end of each fiscal year to receive any dues reimbursement. The NEOG Executive Board has the authority to approve or deny the reimbursement request.

Adopted on the _____ day of _____, 202__.

ATTEST:

Chairperson

Unit of Government

NECOG

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**INTERLOCAL AGREEMENT FOR
CITY FINANCE OFFICER SERVICES**

THIS AGREEMENT is effective the 1st day of January 2025, between the City of St. Lawrence, South Dakota, a municipal corporation ("St. Lawrence"), and the City of Miller, South Dakota, a municipal corporation ("Miller").

WITNESSETH:

WHEREAS, St. Lawrence does not currently have a finance officer and is desirous of contracting with Miller for the performance of certain duties of the city finance officer through the office of the City Finance Office of Miller; and

WHEREAS, Miller is agreeable to rendering such services on the terms and conditions set forth in this Agreement; and

WHEREAS, such services agreements are authorized and provided for by the provisions of South Dakota Codified Law SDCL § 9-12-4 et al.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties mutually agree as follows:

1. Term of Agreement.

This Agreement shall be in effect on the 1st of January 2025 and continue through the 31st of December 2025.

2. Services—General.

Miller shall provide the following general administrative and support services:

a. Administration.

Miller shall employ, train, and supervise all necessary personnel to perform the services required by this contract.

b. Office Location/Hours/Availability.

The primary location for delivery of services and storage of all St. Lawrence documents, records, data, and other materials (hereinafter "records") shall be St. Lawrence City Hall, at 106 N. Commercial Ave., St. Lawrence, SD 57373. For so long as this Agreement remains in effect, for convenience Miller may maintain a secondary location at its regular place of business within the Municipal Building in Miller, South Dakota. It is expressly understood that immediately upon termination of this Agreement, all records that constitute the property of St. Lawrence must be returned to the St. Lawrence City Hall, at 106 N. Commercial Ave., St. Lawrence, SD. Miller, unless otherwise directed by the Board of Trustees of St. Lawrence, Miller shall post and maintain regular business hours at the Municipal Building in Miller, SD; events at the St. Lawrence City Hall may be by appointment or notice only, and either party may schedule and appear at those events to ensure regular public access to records. Miller shall allow members of the Board of Trustees of St. Lawrence access to St. Lawrence records at any reasonable time, without delay, and notwithstanding the location of said records.

c. Employee Training and Policies and Procedure.

Miller shall be primarily responsible for all activities and expenses related to employee training; however, from time to time the Parties may agree in advance to provide certain training and allocate the respective expenses. Nothing in this Agreement shall be construed to waive or otherwise circumvent regular procedures for the approval of expenditures.

d. Facilities/Equipment/Inventory.

St. Lawrence shall be primarily responsible to provide such facilities, equipment, and inventory of supplies as are necessary to fully provide the services required herein; however, from time to time the Parties may agree otherwise to allocate the respective expenses. Nothing in this Agreement shall be construed to waive or otherwise circumvent regular procedures for the approval of expenditures.

3. Litigation and Civil Hearing Support.

Upon reasonable notification thereof by St. Lawrence, Miller staff shall appear in court in connection with any criminal enforcement or civil hearing, and for all other hearings on municipal matters. Subpoenas shall not be necessary to ensure such appearance of Miller staff. Miller staff shall also bring all necessary records and documents with them to the court and/or other hearings without the requirement of a Subpoenas Duces Tecum.

Miller staff shall further provide all necessary administrative support for appeals before the Board of Trustees of St. Lawrence. Such support shall include, but is not limited to, scheduling of hearings, payment of necessary fees, maintaining records of hearing proceedings and decisions, and provision of adequate hearing facilities.

4. Consideration.

a. In consideration for Miller's performance of the duties listed herein, St. Lawrence shall pay Miller \$1,600.00/month = \$12,000/year for Christl Deaburg, Finance Officer, Allison Nelson, Deputy Finance Officer and Cindy Deuter, Executive Assistant.

b. Access to Employment Information.

St. Lawrence shall have access to the employment records of Miller staff for the purposes of 1) verifying invoices, charges, duties performed, and hours worked, 2) ensuring compliance with applicable laws and regulations, and 3) ensuring compliance with contracts or other agreements that St. Lawrence may engage in or enter into from time to time.

c. Dispute Procedures.

If St. Lawrence disputes a charge or does not believe it has sufficient information to approve a charge when invoiced, it shall notify Miller of the dispute or question prior to the date payment is due. The parties agree to address the matter in good faith and without delay. Charges not in question or dispute shall be paid in a timely manner; payment for charges in dispute or in question shall be suspended until such time as the dispute is resolved or the charges are sufficiently clarified.

5. Accountability.

Miller shall provide St. Lawrence with monthly reports concerning Miller's performance under this contract. At a minimum, such reports shall reflect the following information:

- Reconciled Bank Statements
- YTD Expense and Revenue Budget Reports
- Cash Report
- Trial Balance Report
- Other financial reports as requested

6. St. Lawrence to Provide Miller Copy of Code.

On an annual basis, St. Lawrence agrees to provide Miller with the most recent copy of the code. If the code is amended during the year, St. Lawrence shall supply a copy of the amendments prior to the time the amendment is to be enforced.

7. Duty to Follow South Dakota Codified Law.

Both parties shall follow South Dakota Codified Laws. Should either party refuse to abide by SDCL governing municipal government functions, this contract will be null and void immediately upon written documentation of the infraction. Such written documentation shall include a description of the infraction, be signed by both parties, and filed with this agreement upon such termination.

Unintentional infractions will be recognized and remedied immediately to avoid termination of this contract.

8. Renewal

In order to facilitate the orderly performance of St. Lawrence's constitutional and statutory duties, as well as the duties anticipated in this Agreement, St. Lawrence shall submit to Miller by the first day of October, in the year of this Agreement's execution or renewal, a letter of intent (1) to renew this Agreement on its existing terms, 2) to renew this Agreement with certain specified modifications, or 3) to terminate the Agreement at the end of the calendar year, such notice shall include a list of any proposed modifications for the coming year. If any. Upon notice of St. Lawrence's intent to renew this Agreement, Miller may present any proposed modifications of its own. Both parties must take action to enforce any renewal of this contract, whether on the existing terms or as modified, failure of either party to take action will be deemed a refusal to renew this Agreement on any terms beyond the calendar year, and the parties shall then go about the business of wrapping up the association and returning all records to their primary location without delay.

9. Subcontracting.

Miller shall not assign or subcontract this agreement, or any part of the subject matter thereof, to any person, firm, or corporation without securing prior consent from St. Lawrence or its designee.

10. Insurance.

a. Worker's Compensation.

Miller will be responsible for providing and paying for all workers compensation insurance coverage for that city's employees, and St. Lawrence shall reimburse Miller upon the conclusion of this agreement for a prorated portion of workers compensation premiums. As such, Miller will give notice to

its workers compensation carrier intending that coverage will be extended to employee(s) providing services hereunder, even when providing services to St. Lawrence.

b. General Liability and Personal Injury Liability.

St. Lawrence shall provide general liability and personal injury liability coverage with limits equal to those regularly provided to Miller by its insurer or provider, covering actions or inaction of any Miller employee during the portions of time she is providing services to St. Lawrence. St. Lawrence shall ensure that its general liability and personal liability coverage includes actions or inactions of Miller's employee(s) during the time services are being provided to St. Lawrence and that this coverage would be the primary coverage for actions or inaction of those individuals. St. Lawrence will provide notice to its liability carrier or coverage entity regarding its primary coverage assumed hereunder, so as to ensure such coverage exists during all times that services are being provided to St. Lawrence.

11. Hold Harmless.

St. Lawrence agrees to indemnify, defend, save and hold harmless Miller for any liability arising from any action or inaction not otherwise covered by general liability insurance of any Miller employee who performs any services at the request of St. Lawrence during all times she is performing those services for St. Lawrence.

12. Termination.

This Agreement may be terminated at will by either party prior to its expiration date by giving thirty (30) days written notice of intent to terminate. No cause for such termination need be shown. In addition, this Agreement may be terminated by either party for a material breach of nonperformance of contract requirements upon thirty (30) days' written notice. Efforts on the part of either party to negotiate a resolution of any breach of the Agreement shall not constitute a waiver of the right to terminate the contract upon thirty (30) days' notice.

13. Disposition of Assets or Equipment upon Termination or Expiration.

Upon the expiration or termination of this contract, each Party shall be entitled to keep or receive the assets, equipment and other material previously identified as the separate property of each municipality. This Agreement shall not give rise to any claim of ownership, interest, or unjust enrichment for either party with respect to assets, equipment, or other material. To the extent that the parties contribute jointly to the acquisition of any asset, equipment, or other material, the parties' respective ownership interest shall be determined by each party's respective initial contribution to the acquisition, unless otherwise agreed by the parties.

14. Funding-Out Provision.

It is specifically understood and agreed that a multi-year agreement of this nature is binding upon the Municipality if, and only if, each year's financial obligations are approved and authorized by the governing body then holding office. If at any time during the life of this Agreement, the governing body of either party shall fail or refuse to approve or authorize the funds due hereunder for the following municipal fiscal year, then this agreement shall terminate upon the end of the fiscal year for which funds were approved and authorized. Such a termination shall be without penalty to the parties.

15. Ratification.

Acts, taken pursuant to this contract, but prior to its execution are hereby ratified and confirmed.

	A	B	C	D	E
1	Water Project Expenses and Revenues				
2	Account Code	Description	Budget	Actual	
3	Expenses				
4	602-43305-43306	PHASE III PROJ	0	200.00	
5	602-43305-43308	PHASE IV PROJ	0	1,981,070.56	
6	Revenues				
7	602-38100-33102	FED GRANT PH.III	0	6,850.00	
8	602-38100-33405	STATE ARPA PH.IV	0	1,260,892.81	
9	602-38100-39123	LONG-TERM DEBT PH.IV	0	398,283.00	1,659,175.81
10					
11	Sewer Project Expenses and Revenues				
12	Account Code	Description	Budget	Actual	
13	Expenses				
14	604-43201-43306	PHASE III WW PROJ	0	300.00	
15	604-43201-43307	PHASE III STMSWR PROJ	0	200.00	500.00
16	604-43201-43308	PHASE IV SWR PROJ	0	46,068.01	
17	Revenues				
18	604-38300-33102	FED GRANT PH.III	0	14,750.58	
19	604-38300-33404	STATE GRANT PH.III	0	44,683.00	101,187.05
20	604-38300-39122	LONG-TERM DEBT PH.III	0	41,753.47	
21	604-38300-33405	STATE ARPA PH.IV	0	11,969.72	
22	604-38300-39123	LONG-TERM DEBT PH.IV	0	36,698.00	48,667.72
23					
24					
25					
26	I would like to supplement the 2024 revenue and expense budgets for water and sewer for				
27	the amounts received and expended in 2024.				

2025 meeting date changes

<u>Date</u>	<u>Holiday</u>	<u>New Meeting Date</u>
January 20	Martin Luther King Jr. Day	January 21
February 17	Presidents' Day	February 18
May 5	K-5 th Spring Concert	May 6
September 1	Labor Day	September 2

2025 Christmas concert dates are not on the school calendar yet.



DAKOTA PUMP & CONTROL

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www.dakotapumpandcontrol.com

Dear Water/Wastewater Dept. City of Miller,

Thank you for allowing Dakota Pump & Control to serve you and your community! Enclosed with this letter is an Inspection Agreement for your review and approval.

Due to some confusion incurred with past Inspection Contracts, we have included a line on the form that states when your last inspection was completed by DPC. Be sure to verify that it's our service crew when they arrive. We are the only company that has the huge black **DPC** on the side of our white service crane trucks.

Inspections are a critical part of any systems Preventative Maintenance Program, helping to identify issues **before** they cause failure or down time. This allows potential problems to be dealt with on a scheduled basis, keeping costs down and your customers happy.

We are focused on continuing to provide you with excellent service, helping you keep your system in top running condition all while working to keep your costs as low as possible. However, due to today's global challenges with increasing costs of materials, fuel and operating costs, Annual Inspections will continue to be invoiced out on a time/material basis. To effectively provide these preventative maintenance services at minimal cost, we would continue to schedule these inspections while our service crews are in your area.

If you are interested in having DPC inspect your pumping equipment, please fill out the enclosed form and return to our office.

If you have any questions or concerns regarding this letter or our Inspection Program, please contact us.

Thank you!

Dakota Pump & Control
Service Manager
1-800-310-4672
dave@dpc.us.com



DAKOTA PUMP & CONTROL

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605.886.4672 TOLL FREE: 800.310.4672 FAX: 605.886.4674

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Annual Inspection Agreement

What is inspected:

The Inspection Agreement includes an authorized serviceman from Dakota Pump and Control, Inc. (DPC) performing the following inspections to your pump and control equipment:

SUBMERSIBLE STATION PUMPS

- *Includes labor and mileage
- *Inspection of impeller
- *Inspection of wear ring
- *Complete inspection of controls
- *Change oil
- *Log all info on pumps and controls
- *Amperage test

DRY-PIT STATION PUMPS

- *Includes labor and mileage
- *Inspection of impeller
- *Inspection of wear ring
- *Complete inspection of controls
- *Lubricate bearings
- *Log all info on pumps and controls
- *Amperage test

Upon inspection, should we find repairs needed, we will contact you immediately to discuss what steps should be taken to resolve the problem and to receive authorization to proceed with the repairs. It is understood that this inspection agreement does not include any materials or parts other than what is stated above under the appropriate category for your system. The above inspection is a once a year service, which does not include service calls or repairs required during normal operation or emergency repairs.

Owner understands and agrees that DPC is not responsible for special or consequential damages including loss of time, injury to persons or property or other consequential damages, incidental or economical, due to unit or equipment failure. DPC does agree to correct by repair or replacement any defects of material or workmanship installed under this inspection agreement which may develop under normal and proper use within 30 days. The owner must give DPC notice of such defects within 48 hours of such.

By taking advantage of this service, you will protect your investment by keeping your equipment in good operating condition, preventing major breakdowns, emergency action, and costly expenditures.