

**AGENDA
CITY OF MILLER
WEDNESDAY, DECEMBER 29, 2021
8:00 A.M.**

**Call to Order
Pledge of Allegiance
Approval of Agenda**

Public Input

New Business

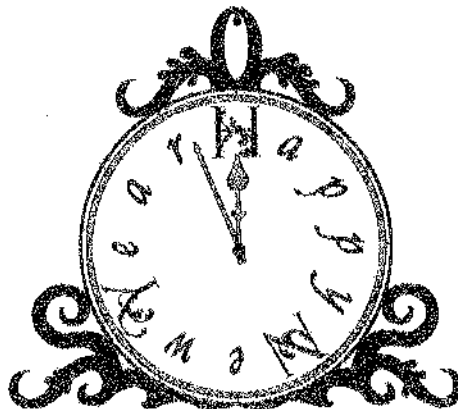
1. Code Enforcement Contract..... pgs. 1 - 2
2. Change 2022 Meeting Dates pg. 3
3. Disability Rights Complaint..... pgs. 4 - 5
4. Titan Machinery – Resolution No. 2021-20 pgs. 6 - 8
5. SDPAA Intergovernmental Contract pgs. 9 - 11
6. 2022 Funding Requestspg. 12

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.

Independent Contractor Agreement

This Independent Contractor Agreement ("Agreement") is made and entered into on the date on the signature page below, by and between Joel Johnson, President of Code Enforcement Specialists, LLC ("CONTRACTOR"), ("Contractor") and the City of Miller (the "City"), a municipality located in Hand County, South Dakota. Collectively, Contractor and the City are referred to as the "Parties."

1. **PURPOSE.** The purpose of this Agreement is to outline the terms of both parties relating to inspection and enforcement of the City's Ordinances.

1.1 **Independent Contractor.** The parties to this Agreement agree that Contractor is an independent contractor. Contractor works exclusively for himself. While performing services hereunder, Contractor is an independent contractor and not an officer, agent, or employee of the City. Contractor will: (1) realize a profit or loss based on the success of his work performance; (2) work when he chooses and for whom he chooses. In addition to the City; (3) provide his own supplies and equipment; (4) significantly invest in the facilities or equipment used for work and; (5) keep his services available to other municipalities and the public at large. The City will not include the loss incurred nor restrict the amount of gain Contractor receives, hire the Contractor for an ongoing or indefinite period, instruct the Contractor on how to perform his work other than through enforcement of this Agreement, require Contractor to work on a regular basis provide equipment and supplies to Contractor, and limit Contractor from having an ongoing business of his own. This Agreement shall be in no way construed to create an employer-employee relationship between Contractor and the City.

2. **SCOPE OF WORK.** Contractor agrees to provide to the City, in a competent, professional, and workmanlike manner, the following services:

2.1 **Ordinance Review.** Contractor will review the City's ordinances and any amendments thereto occurring during the term of this contract which affect the City's nuisance codes related to property maintenance. Contractor may review the City's other ordinances if he is requested to do so. After reviewing the City's ordinances, Contractor may recommend that the City alter or adopt ordinances to reflect the most recent Edition of the International Property Maintenance Code.

2.2 **Inspection.** Contractor will inspect the City's properties to identify code violations that relate to property maintenance issues, property value enhancement, residential and commercial construction issues, and ensuring residents of the City adhere to the most recent Edition of the International Property Maintenance Code, other requirements as outlined in the City's nuisance ordinances, and other ordinances related to property maintenance. Property maintenance issues include, but are not necessarily limited to: property maintenance of building exterior for commercial and residential properties, ensuring properties meet the City's ordinances related to property maintenance, ensuring residential improvements comply with the City's ordinances, and any other Ordinances which the City requests that Contractor enforce. Contractor shall prevent and help remedy violations of the City's nuisance ordinances or parts of the most recent Edition of the International Property Maintenance Code in accordance with the section below.

2.3 **Assistance With Violations.** Contractor shall document the violation through photographs and written reports and keep a file on properties which have property

maintenance issues or otherwise violate the City's ordinances or parts of the most recent Edition of the International Property Maintenance Code. After documenting the violation, the Contractor shall report the violation to the City or appropriate state authorities and assist as needed on an on-going basis.

3. **COMPLETION OF WORK.** Contractor shall commence work on a date and time agreed upon by the City and will complete work in a timely and efficient manner that is to the satisfaction of the City.

4. **COMPENSATION PROCEDURES.** City shall place a retainer in the sum of \$1,500.00 with CONTRACTOR annually. The hourly rates for work performed by Contractor shall not exceed \$ 75.00 per hour, which is in addition to mileage (at \$.50/mile) and reimbursement for actual expenses (rooms, meals, postage, etc.) If the work performed is in excess of \$1,500.00 annually, then and in that event, City agrees to pay invoices submitted by Contractor in a timely manner after the receipt of the invoice. In the event Contractor does not meet the \$ 1,500.00 retainer, any excess will be carried over to the next year or will be refunded at the request of the City.

5. **NON-ASSIGNABILITY.** Both parties recognize that this contract is one for personal services and cannot be transferred, assigned, or sublet by either party without prior written consent of the other.

6. **TERM OF AGREEMENT.** This agreement shall be for a period of one year from the date of the execution of the Agreement. The parties may mutually agree to renew this Agreement by letter agreement to continue under the same terms. All notices shall be given in writing addressed to the other party. No fees shall be carried after the effective date of the termination. Upon any termination, all finished or unfinished document, data, studies, surveys, drawings, maps, models, photographs, reports, or other material prepared by Contractor pursuant to this Agreement shall become the property of the City.

7. **TERMINATION.** The City and Contractor agree this Agreement can be terminated as follows:

7.1 **Generally.** This Agreement may be terminated by either party hereto upon sixty (60) days written notice.

7.2 **Expiration of Term of Contract.** This Agreement is terminated upon expiration of the one-year contract term and the failure of the parties to renew this Agreement by the provision in Paragraph 6.

8. **INDEMNIFICATION.** Contractor agrees to indemnify and hold harmless the City, its officers, employees, visitors, and self-insurance pool from and against all liability claims, and demands on account of injury, loss or damage which arise out of or are in any manner connected with this contract or the scope of work.

9. **INSURANCE.** The Contractor, at all times during the term of this Agreement, shall obtain and maintain in force insurance coverage, shown by a Certificate of Insurance, the types and with limits as follows:

9.1 **Commercial General Liability Insurance.** The Contractor shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000.00 for each occurrence. If such insurance contains a general aggregate

liability shall apply separately to this Agreement or be no less than two times the occurrence limit.

9.2 **Professional Liability Insurance or Miscellaneous Professional Liability Insurance.** The Contractor agrees to procure and maintain professional liability insurance or miscellaneous professional liability insurance with a limit not less than \$1,000,000.00.

9.3 **Business Automobile Liability Insurance.** The Contractor shall maintain business automobile liability insurance or equivalent form with a limit of not less than \$1,000,000.00 for each accident. Such insurance shall include coverage for owned, hired, and non-owned vehicles.

9.4 **Worker's Compensation Insurance.** The Contractor shall procure and maintain workers' compensation and employer's liability insurance as required by South Dakota law.

9.5 **Proof of Insurance.** Before beginning work under this Agreement, Contractor shall furnish the City with properly executed Certificates of Insurance which shall clearly evidence maintenance of the foregoing types of insurance required by this Agreement, if requested by City. In the event of a substantial change in insurance, insurance of a new policy, cancellation or nonrenewal of the policy, the Contractor agrees to provide notice to the City and provide a new Certificate of Insurance showing continuous coverage in the amounts required. Contractor shall furnish copies of insurance policies if requested by the City.

10. **OWNERSHIP OF WORK PRODUCT GENERATED.** Contractor hereby acknowledges and agrees that all reports, plans, specifications, technical data, miscellaneous drawings, software, system programs and documentation, procedures, or files, operating instructions and procedures, source code(s) and documentation, including those necessary to upgrade and maintain the software program, and all information contained therein provided to the City by the Contractor in connection with its performance of services under this Agreement shall belong to and is the property of the City and will not be used in any way by the Contractor without the express written consent of the City.

11. **WAIVER.** No term, covenant, or condition of this Agreement can be waived except by the written consent of the Client, and forbearance or indulgence by the Client in any regard whatsoever shall not constitute a waiver of any term, covenant, or condition to be performed by Contractor until complete performance by Contractor of this Agreement. The City shall be entitled to invoke any remedy available to it under this Agreement by law despite any such forbearance or indulgence.

12. **CHOICE OF LAW AND VENUE.** The terms of this Agreement shall be interpreted according to the laws of the State of South Dakota. The parties agree any legal dispute arising between the parties regarding this Agreement shall be venue in Gregory County, South Dakota Circuit Court, South Dakota.

13. **NOTICE.** Any notice or other communication required under this Agreement shall be in writing and sent to the address set forth on the signature page below. Notice shall be given by email to City Council on behalf of the City, and by mail to Contractor on his own behalf, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail.

14. **COMPLIANCE.** Contractor will comply with all federal, state, and local laws, regulations, ordinances, guidelines, permits and requirements applicable to providing services pursuant to this Agreement, and will solely be responsible for obtaining current information on such requirements.

15. **REPORT OF INJURY.** Contractor agrees to report to the City any event encountered in the course of performance of this Agreement which results in injury to any person or property, or which may otherwise subject Contractor, or the City or its officers, agents or employees to liability. Consultant shall report any such event to the City immediately upon discovery.

16. **COMPLETION OF AGREEMENT.** It is expressly agreed that this Agreement contains the entire understanding of the parties relevant to the subject matter thereof and there are no verbal or written representations, agreements, warranties or promises pertaining to the project matter thereof not expressly incorporated in this writing. Any additions, changes, or modifications to this Agreement upon execution must be in writing and signed by both parties.

17. **ENFORCEMENT AND ATTORNEY'S FEES.** If either party breaches this Agreement, the non-breaching party may seek all available equitable and legal remedies including, but not limited to, specific performance and damages. The breaching party shall pay all reasonable attorney's fees incurred by the non-breaching party seeking enforcement of the terms of this Agreement or damages arising from this Agreement.

IN WITNESS WHEREOF the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement.

Cole Enforcement Specialists, LLC ("Contractor")

Dated: _____

By: Joel Johnson, President
PO Box 125
Burke, SD 57523

City of Miller, a Municipal Corporation

Dated: _____

Ronald Blackford, Mayor
124 W 2nd St
Miller SD 57662

Change 2022 Meeting Dates from Monday to Tuesday

Holiday	Original Date	Revised Date
Martin Luther King Jr. Day	1/17/22	1/18/22
President's Day	2/21/22	2/22/22 (Lucky Day)
Independence Day	7/4/22	7/5/22
Labor Day	9/5/22	9/6/22

Disability Rights

South Dakota

Protection and Advocacy System for South Dakota

December 16, 2021

Ron Blachford Mayor
City of Miller
120 W. 2nd St.
Miller, SD 57362

Dear Mayor Blachford,

Disability Rights South Dakota (DRSD) has been contacted with concerns regarding the City of Miller's sidewalks not being fully accessible for individuals utilizing mobility devices. Specifically, where the bike path from St. Lawrence to Miller transitions to Miller city sidewalks on 3rd street and 400-500 E blocks in front of Nature Bound Nursery.

The concerns shared include the sidewalk having large cracks, missing pieces of cement and branches that encroach across the sidewalk. These issues impede the ability for individuals who use mobility devices to safely traverse through the city and to access local businesses and community activities.

Miller City Article V -Sidewalk Construction, states:

sidewalks are to be kept in good repair... All sidewalks running adjacent and parallel with the property line of any lot within the city shall be kept in reasonably good repair and the city council may in its discretion by a resolution duly adopted declare any sidewalk or part of any sidewalk to be unsuitable for public convenience; and whenever any such resolution is adopted a certified copy of the same shall be served upon the property owner or occupant responsible for such sidewalk together with a notice informing such owner or occupant to repair such sidewalk within 30 days from the date of such notice. Such notice shall also inform the property owner or occupant that if he fails to repair such sidewalk the same will be repaired by the city at the city's expense and all costs incurred by the city in such repairing shall be reported to the city finance officer and the city finance officer shall cause such cost to be levied against the property involved. The notice herein referred to shall be mailed to such property owner or occupant by certified mail. §32-125 (Prior Code, § 9.0608; Code 1989, § 12.16.080)

In addition to Miller city ordinance provided above, the *2010 Ada Standards for Accessible Design*. Washington, D.C.: Dept. of Justice, 2010. (2010 Standards) provides the following guidance:

Floor and Ground surfaces shall be stable, firm and slip resistant and shall comply with 302 (Floor or Ground Surfaces). It further provides Advisory 302.1 General. A stable surface is one that remains unchanged by contaminants or applied force, so that when the contaminant or force is removed, the surface returns to its original condition. A firm surface resists deformation by either indentations or particles moving on its surface. A slip-resistant surface provides sufficient frictional counterforce to the forces exerted in walking to permit safe ambulation. 2010 Standards §302.1

The 2010 Standards further states:

Changes in level of 1/4 inch (6.4 mm) high maximum shall be permitted to be vertical, and 303.3 Beveled: Changes in level between 1/4 inch (6.4 mm) high minimum and 1/2 inch (13 mm) high maximum shall be beveled with a slope not steeper than 1:2. With an Advisory 303.3 Beveled. A change in level of 1/2 inch (13 mm) is permitted to be 1/4-inch (6.4 mm) vertical plus 1/4 inch (6.4 mm) beveled. However, in no case may the combined change in level exceed 1/2 inch (13 mm). Changes in level exceeding 1/2 inch (13 mm) must comply with 405 (Ramps) or 406 (Curb Ramps). 2010 Standards § 303.2 - § 303.3

Based on information provided, the cracks and missing sections of the sidewalk fail to meet the requirements outlined in the Miller City Ordinance Article V-Section 32-125 and ADA Accessible Design Standards §§ 302.1, 303.2, and 303.3.

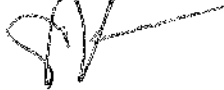
Enforcing Article V- Sec. 32-125 and following ADA accessible design standards with respect to the concerns raised regarding the inaccessibility of the sidewalk in front of Nature Bound Nursery, will provide safe, smooth sidewalks ensuring all individuals with disabilities have the same opportunity to access local businesses and community activities held in Miller as their non-disabled peers.

We would like to work with you and the Streets, Park, Ballpark Committee members to ensure the sidewalks are repaired, allowing full accessibility for all individuals who wish to access local businesses, and community activities.

Please contact me at 605.224.8294 by January 14, 2022, to discuss these matters.

If you have any questions regarding accessibility, disability rights or the ADA please do not hesitate to contact DRSD.

Regards,



C.J. Moit
PAVA Lead/Client Advocate
DRSD

RESOLUTION NO. 2021-20

The City of Miller is an equal opportunity employer.

A RESOLUTION TO RESCIND SET-BACK REQUIREMENTS

WHEREAS, the real property (the "**Property**") described on Exhibit A hereto was platted in Hand County in 1964, as reflected by the survey of plat recorded in Book 3 Plats, Page 21.

WHEREAS, the plat survey included certain building setback requirements (the "**Setback Requirements**") for the Property;

WHEREAS, the Property was annexed into the City of Miller in 1979;

WHEREAS, the then owner of the Property constructed a building in 1979 that encroached into the set-back buffer on the north side of the Property;

WHEREAS, the City of Miller does not have set-back requirements for commercial and/or industrial property; and

WHEREAS, the current owner of the Property desires that the Setback Requirements be rescinded and that the Property be treated the same as other commercial and industrial property located in the City of Miller.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Miller, that a variance is hereby granted for the above-described property as follows:

1. The Setback Requirements applicable to the Property are rescinded as of the date hereof;
2. The Property shall be subject to the same zoning ordinances and regulations as applicable to other commercial and industrial property located in the City of Miller; and
3. The owner of the Property shall cause these resolutions, or a certified copy of these resolutions, to be recorded in the real estate records of Hand County, South Dakota.

Dated this 29th day of December 2021.

Ronald Blachford, Mayor

(SEAL)

ATTEST:

SECTION 10, TOWNSHIP 112 NORTH, RANGE 68 WEST
 OF THE 5th PRINCIPAL MERIDIAN, HAND COUNTY, SOUTH DAKOTA

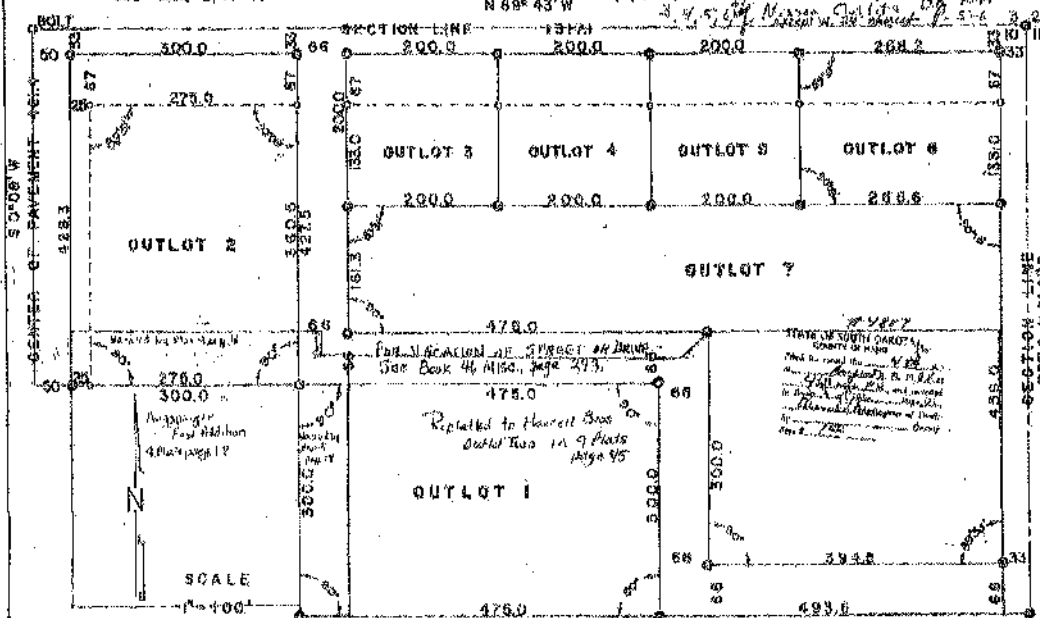
SECTION 10, TOWNSHIP 112 NORTH, RANGE 68 WEST
 OF THE 5th PRINCIPAL MERIDIAN, HAND COUNTY, SOUTH DAKOTA

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 OF THE 5th PRINCIPAL MERIDIAN, HAND COUNTY, SOUTH DAKOTA

NISSEN OUTLOTS of the NE 1/4 NE 1/4 SECTION 10, TOWNSHIP 112 NORTH, RANGE 68 WEST of the 5th PRINCIPAL MERIDIAN, HAND COUNTY, SOUTH DAKOTA

For Annexation of W. 3/4 of Sec. 10 (from E. side of Hwy.)
 See Book 39 p. 171-4

Annexation of Outlots
 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000



STATE OF SOUTH DAKOTA COUNTY OF HAND

I, Vincent A. Van der Kolk, a registered and Licensed Land Surveyor, hereby certify that I have surveyed and plotted a tract of land as shown on this plat heron drawn which heron shall be known as "NISSEN OUTLOTS of the NE 1/4 NE 1/4 SECTION 10, TOWNSHIP 112 NORTH, RANGE 68 WEST of the 5th PRINCIPAL MERIDIAN, HAND COUNTY, SOUTH DAKOTA" and that said plat is in all respects true and correct.

Witness my hand and seal this 6th day of July, 1964.

Vincent A. Van der Kolk (SEAL)
 Vincent A. Van der Kolk, Registered Land Surveyor, Hand County, South Dakota - Reg. 2823

STATE OF SOUTH DAKOTA COUNTY OF HAND

On this 6th day of July, 1964, before me, a Notary Public in and for said County and State, personally appeared Vincent A. Van der Kolk, known to me to be a Registered and Licensed Land Surveyor and the person described in and who executed this above described plat, and he acknowledged to me that he executed the same.

Vincent A. Van der Kolk
 Notary Public - My commission expires *July 1, 1966*

WITNESSES: I, *James H. Smith*, Secretary of Hand County, South Dakota, hereby certify that all the taxes which are due upon any of the land included in the foregoing plat, as shown by the records of said Secretary's office, have been fully paid.

Tested this *6th* day of *July*, 1964, at *Sioux Falls*, South Dakota.
James H. Smith (SEAL)
 Secretary of Hand County, South Dakota

STATE OF SOUTH DAKOTA COUNTY OF HAND

I, *James H. Smith*, Secretary of Hand County, South Dakota, hereby certify that all the taxes which are due upon any of the land included in the foregoing plat, as shown by the records of said Secretary's office, have been fully paid.

Tested this *6th* day of *July*, 1964, at *Sioux Falls*, South Dakota.
James H. Smith (SEAL)
 Secretary of Hand County, South Dakota

The attached line indicates the building set-back line.

STATE OF SOUTH DAKOTA COUNTY OF HAND

I, *James H. Smith*, Secretary of Hand County, South Dakota, hereby certify that all the taxes which are due upon any of the land included in the plat heron drawn and that said land is free from any special taxes whatsoever and that this plat was made at *Sioux Falls* in order to comply with South Dakota laws that the above shown heron are dedicated to public use.

Witness my hand this *6th* day of *July*, 1964.

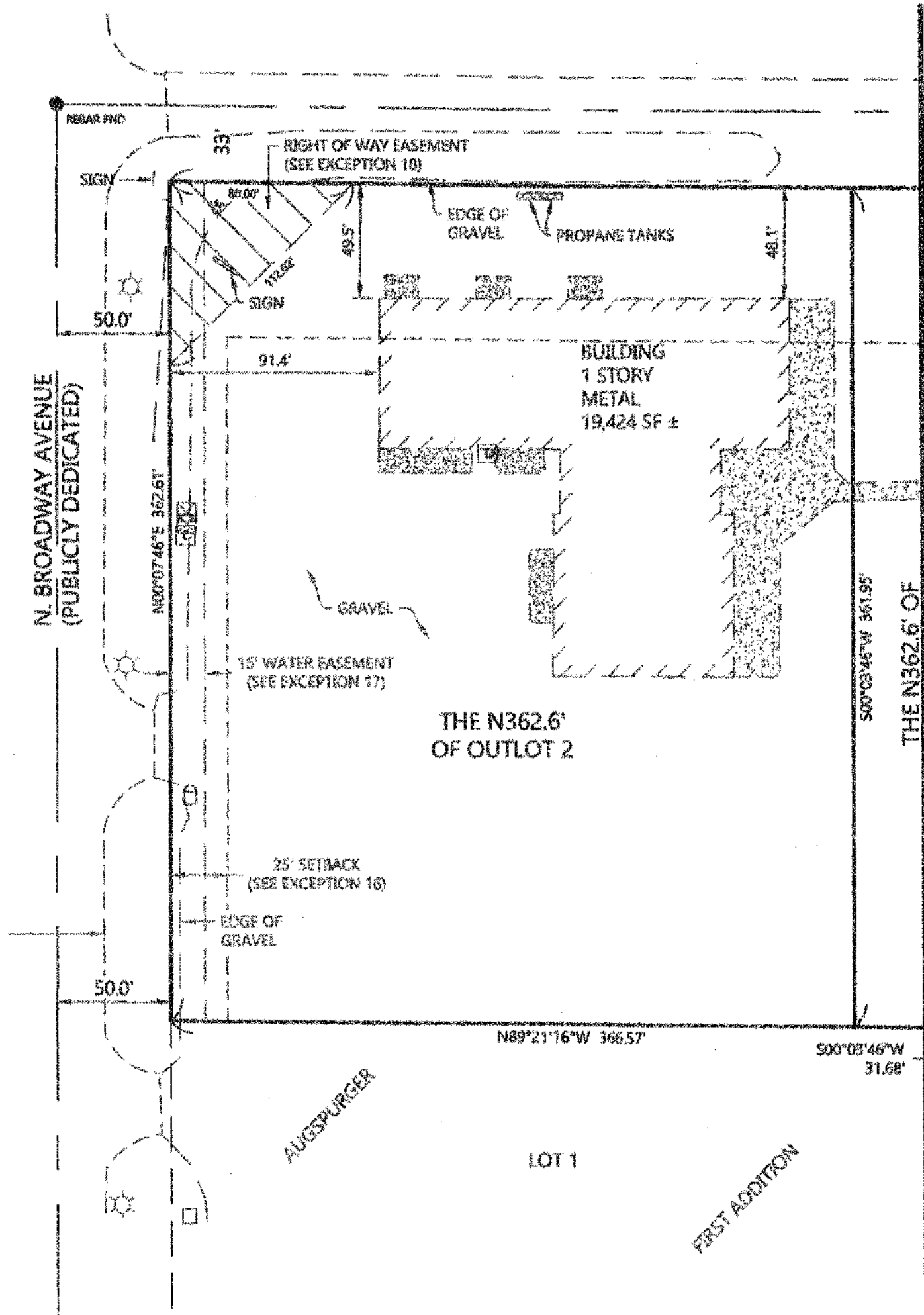
James H. Smith (SEAL)
 Secretary of Hand County, South Dakota

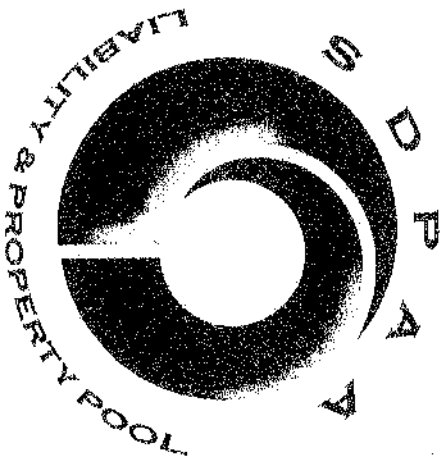
STATE OF SOUTH DAKOTA COUNTY OF HAND

On this *6th* day of *July*, 1964, before me, a Notary Public in and for said County and State, personally appeared *James H. Smith*, known to me to be the person described in and who executed this above described plat, and he acknowledged to me that he executed the same.

James H. Smith
 Notary Public - My commission expires *July 1, 1966*

WITNESSES: I, *James H. Smith*, Secretary of Hand County, South Dakota, hereby certify that all the taxes which are due upon any of the land included in the foregoing plat





South Dakota Public Assurance Alliance Policy on Member Departures

Effective October 5, 2021

Background

The South Dakota Public Assurance Alliance (SDPAA) was established by local governments in South Dakota in 1987 to provide unique solutions for property and liability coverages and services for themselves at a time when private coverage was too costly or simply unavailable. Since that time, the SDPAA has extended significant resources in providing services to its Members that would not be offered by any private coverage provider, including the following:

1. Loss control surveys are provided every three years and on an as-needed basis. To encourage Members to follow-through with the recommendations stemming from these loss control surveys, the SDPAA devotes most of its investment income each year to provide loss control credits to Members to incentivize them to effect these recommended changes.
2. Property valuation services are provided every four years and on an as-needed basis. The SDPAA devotes considerable resources to ensure that Members' covered properties are valued accurately so that Members are not contributing too much for an over-valued property but have valued the property appropriately so the needed coverage amount is available.
3. An Employment Practices Hotline (EPH) for Members to consult with an expert employment lawyer on any potential employment claim, with up to one hour of free consultation. Sixty-eight Members made 199 calls to the EPH in 2020 alone.
4. A Government Practices Hotline (GPH) for Members is provided to consult with an expert local government lawyer on any civil issue related to government services, with up to one hour of free consultation. Forty-one Members made 49 calls to the GPH in 2020 alone.
5. The SDPAA provides expert legal drafting of Model Employment policies, Model Zoning ordinances, Facilities-Use Agreement templates, Law Enforcement Agency Procedures, and other materials. Members are then able to contact the EPH or GPH for further guidance in building upon those templates to fashion their own unique policies or ordinances.
6. Each year the SDPAA provides through its loss control vendor thousands of hours of training opportunities. This past year, 1,725 Member employees attended 69 in-person trainings, even during a roll-back due to the pandemic. Sixty Members completed 3,756 on-line courses, with multiple

- attendees for every Member. Forty-eight Members viewed 1,059 training videos, with multiple attendees. Forty-nine Member law enforcement agencies completed 3,697 training courses. The SDPAA has committed additional resources so that in-person law enforcement trainings will be available on-site to each of the Member local jails on a regular basis. Each year the SDPAA co-sponsors a Safety and Loss Control Conference attended by hundreds of Members' employees. The SDPAA trainings are so extensive and comprehensive that most Members rely solely on the SDPAA training opportunities to satisfy all their training needs every year. The training budget savings can then be devoted to other public projects that benefit their communities.
7. Each year the SDPAA sponsors speakers and trainings for thousands of Members' employees on a wide variety of topics at events throughout the year.
8. The SDPAA is now offering free cybersecurity assessments for each Member through a partnership with Dakota State University. The SDPAA's cyber liability coverage is included with membership in the SDPAA liability program. This coverage offers the assistance of national expert "breach coaches" for any suspected breach.

Policy

Upon consideration of the extensive resources devoted to these loss control efforts, the SDPAA Board of Directors hereby adopts the following policies related to Member departures from the SDPAA:

1. Members who leave the SDPAA are prohibited from re-entering any SDPAA property or liability program for a period of two years without the specific approval from the SDPAA Board of Directors. The departed Member must show a substantial commitment to engage in loss control efforts if they are allowed to re-join the SDPAA prior to the two-year period. The SDPAA intends to discourage public entities from repeatedly entering and leaving SDPAA programs based solely on the current year price.
2. Departing Members will no longer be eligible for any partial refund of the calculated portion of their contributions which was previously allowed

under Article IX of the Intergovernmental Contract (IGC). The prior IGC provided the departing Member with such a partial refund because the departing Member took sole responsibility for all claims and claims expenses whether reported or unreported at the time of their departure from the SDPAA. With such partial refund being no longer available, the SDPAA will now assume responsibility for all reported claims of a departing Member pursuant to the revised IGC.

Policy Rationale

The SDPAA intends to discourage public entities from repeatedly entering and leaving SDPAA programs based solely on the current year price. This price-shopping practice is problematic for the following primary reasons:

1. The SDPAA devotes substantial resources to loss control efforts for its Members, as noted in the Background section above. These collective Member resources are directed at new Members when they first join the SDPAA and continue with all Members on a consistent basis. This commitment of collective resources is not well spent on Members who are not likewise committed to loss control efforts. Any other coverage provider will not provide such loss control services to that departed Member and will not provide any incentives for that departed Member to engage in loss control measures. If those departed Members return, then there is no guarantee that they have engaged in any loss control during their absence from the SDPAA. A lapse in such efforts can be harmful to the public that all Members serve and can drive up the costs of potential claims if a departed Member rejoins the SDPAA at a later date.

2. As the SDPAA is a cooperative quasi-governmental entity formed by joint powers agreements among its local government Members in South Dakota, each Member has a right to expect other Members to make a serious effort to control losses for their collective benefit and for the benefit of the public that they serve. A Member that is willing to leave if another coverage provider offers a lower immediate cost has not made the long-term commitment that is needed for the pooling concept to succeed.

The partial refund paid over a five-year period as contained in Article IX of the IGC for a departing Member was intended to provide funds for a departing Member to pay the claims and claims expenses for any reported claims that the Member was required to take with them if they left the SDPAA. Experience has shown that a few departing Members have been opportunistic with this situation and have waited until a moment when they have no reported claims to then quickly depart from the SDPAA for their own short-term gain from receiving such a partial refund. The departed Member then returns to the SDPAA in the near future while the partial refund payments continue as provided by the IGC. This maneuver leaves the SDPAA Members' collective resources vulnerable to these opportunistic departures. It is not in the best interests of the Members as a whole or in the best interest of the public that the Members serve. The SDPAA will eliminate this provision to preserve Members' collective resources for loss control efforts and other efforts that benefit all the Members and the public. In recognition of the elimination of this partial refund that was intended for the payment of such claims and expenses that the departing Member retained, the SDPAA will now retain any reported claims of a departing Member. The departing Member continues to assume all responsibility for any unreported claims as provided in the IGC.

This policy is intended to encourage Members to consider the long-term advantages of SDPAA membership before terminating their membership. The SDPAA's Board of Directors considers this policy to represent a reasonable balance between the mission of meeting SDPAA Members' risk management and collective needs and, at the same time, protecting long-term Members from being taken advantage of by Members that take an opportunistic price-shopping approach.

Implementation

The SDPAA Board of Directors will amend the IGC to reflect these changes in accordance with this Policy.

Adopted by the South Dakota Public Assurance Alliance Board of Directors on October 5, 2021.

Source: October 5, 2021 Board of Directors meeting Minutes.

Budgeted Funding Requests 2022

Funding Type	Organization	Amount Budgeted
Utility Credit	Helping Hands	\$2,500.00
	McWhorter	\$1,500.00
	Hand in Hand	\$850.00
Donation	Miller C&C - Fireworks	\$2,000.00
	Wheels & Meals	\$2,250.00
	On Hand	\$81,000.00
10% of the past 2 1/2 years average sales tax		