

**AGENDA
CITY OF MILLER
MONDAY, JUNE 2, 2025
7:00 P.M.**

Call to Order

Pledge of Allegiance

Approval of Agenda

Approval of Minutes pgs. 1 - 3

Public Input

Department Head Reports pgs. 4 - 9

Public Hearing

7:30 p.m. Eli Fanning – Variance

New Business

1. Main Street Banners
2. Resolution No. 2025-4 – Surplus Propertypg. 10
3. Resolution No. 2025-5 – Exclusion of Rustler Lot 2..... pg. 11 - 14
4. SecureSD – Memorandum of Understanding..... pgs. 15 - 18
5. Micro-Comm – renew service contract \$4,900.00 pgs. 19 - 20
6. Helms & Associates Invoices 36003 & 36015 Total: \$7,204.00.....pg. 21
7. Ph. IV Utilities Improvements:
 - a. SPN Invoices – 36075-36076 Total: \$33,702.86pg. 22
 - b. TLC Olson Construction – Pay App No. 8 - \$129,581.34 pgs. 23 - 26
8. Building Permits:
 - a. Brad Manning - replace shed, storage containers
 - b. Levi Stoddard - fence
 - c. Tyler Swaney - remove garage
 - d. Eli Fanning - deck
 - e. Will Jones - pergola

Approval of Bills

Executive Session

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

9. Water Department – open position

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
MAY 19, 2025**

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, May 19, 2025.

MEMBERS PRESENT: Mayor Tom McGough, Aldermen: Will Jones, Patrick Price, Gale Hargens, Gale Auch, 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 Auch, seconded by Alderwoman Hargens to approve the agenda. All members voted aye. Motion carried.

MINUTES: Motion by Alderman Hargens, seconded by Alderman Jones to approve the minutes as printed for the regular meeting held May 6, 2025. All members voted aye. Motion carried.

PUBLIC INPUT

Mayor McGough received a phone call last week concerning sales tax collected from outside vendors such as Scotty D's BBQ. Finance Officer Cindy Deuter explained that mobile vendors must charge the appropriate city sales tax and report their sales to the State so each city can get its sales tax earned.

UNFINISHED BUSINESS

Bob's Disposal Service – franchise: Bob Hanks expressed his appreciation to the board members for their support. He and Cooper Bebo have decided to do business without a franchise agreement with the city. Mayor McGough thanked Hanks for the years of service he provided to the Miller community. Motion by Alderman Price, seconded by Alderman Jones to rescind the previous motion that passed at the regular city council meeting held May 6, 2025, to explore a franchise agreement with Bob's Disposal Service. All members voted aye. Motion carried.

2nd Reading Ordinance #762 – Appropriations Supplement: Mayor McGough read the title of this ordinance. There have been no changes from the first reading. Motion by Alderman Hargens, seconded by Alderman Gab to approve the second reading of Ordinance #762 – Appropriations Supplement. Roll call vote: Alderwoman Hargens – aye, Alderman Gab – aye, Alderman Auch – aye, Alderman Hargens – aye, Alderman Price – aye, Alderman Jones – aye. Motion carried.

NEW BUSINESS

Miller C&C and MFD – fireworks permit: Steve Resel, fire chief submitted a letter to request permission for a display of fireworks for the 4th of July festivities. Motion by Alderman Price, seconded by Alderman Jones to grant a fireworks permit to the Miller C&C and Miller

Fire Department pending approval from the landowners of the property from which the display will take place. All members voted aye. Motion carried.

City-wide Cleanup: Ron Hoftiezer has scheduled the city-wide cleanup for Thursday, June 12 and Friday, June 13. Acceptable items include wood, furniture, carpet, metal, trees/limbs. No tires, electronics such as televisions and computers, paint, or cardboard are allowed. This event is for the elderly and unable.

Airport Capital Improvement Project: Bids were opened and tabulated for the 2025 airport construction project on April 25, 2025, at 3:00 p.m. Motion by Alderwoman Hargens, seconded by Alderman Auch that the tentative award for AIP Project #3-46-0035-016-2025 Taxiway and Access Road Improvements, Base Bid, Alternate Bid No. 1, and Alternate Bid No. 3 is made to Webster Scale, Inc., Webster, SD, in the amount of \$789,279.85 contingent upon receipt of an FAA Grant Offer." All members voted aye. Motion carried. One other bid was received from Menning Excavating, Inc. for \$994,824.88. The engineer's estimate is \$909,000.00. Motion by Alderman Price, seconded by Alderman Jones to reject Alternate Bid No. 2. All members voted aye. Motion carried. Motion by Alderman Price, seconded by Alderman Jones to authorize the Mayor to sign the FAA Grant Offer and all necessary paperwork for the Construction Contract Documents. All members voted aye. Motion carried. Based on discussion with the FAA, the applicable cost share of the project will be Federal Share (95%) - \$863,550.00, State Share (2.5%) - \$22,725.00, and City Share (2.5%) - \$22,725.00.

Building Permit: Motion by Alderman Hargens, seconded by Alderman Gab to approve Rhonda Jorgensen's building permit application for a deck. All members voted aye. Motion carried.

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

EXECUTIVE SESSION: Motion by Alderman Price, seconded by Alderman Hargens to go into executive session for personnel matters regarding Gordon Gross's resignation pursuant to SDCL 1-25-2(1) at 7:19 p.m. All members voted aye. Motion carried. Mayor McGough returned the meeting to regular session at 7:30 p.m.

Gordon Gross – resignation: Motion by Alderman Price, seconded by Alderman Auch to accept Gordon Gross's resignation effective July 1, 2025, with commendation for 17 years of service and a job well done. All members voted aye. Motion carried.

Motion by Alderman Price, seconded by Alderwoman Hargens to adjourn the meeting. There being no further business, the meeting was adjourned at 7:33 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 May 2025 (2)

44i	Prof Fees	249.00
A & B Business	Supplies	221.90
Protec Roofing, ARS	Repairs	1,896.00
Border States	Supplies	205.41
DG	Supplies	13.65
Dustin Graham	Reimb.	99.40
First Bank & Trust	Power	1,900.61
Haydn Herman	Reimb.	122.00
JDF	Parts	1,642.35
Knox, Andrew	Reimb.	122.00
Chuck Martinmaas	Gravel	4,948.65
Miller Ace	Supplies	1,491.16
OHED	Industry	5,500.00
Prairieland Collections	Prof Fees	283.85
Runnings	Supplies	623.79
Rural Development	Loans	16,403.00
SD DOR	Sales Tax	12,541.30
Terex	Prof Fees	1,091.12
TLC Olson Construction	Water Phase Iv	86,599.10
Twin Valley Tire	Repairs	62.50
Vandiest Supply	Supplies	4,334.00
Visa	Supp./Wtr Purchased/Fuel/Etc	23,491.06
WAPA	Power	46,817.95
Wesco	Supplies	691.00
	Accounts Payable Total	<u>\$211,350.80</u>

Sales Tax Comparison			
	2025	2024	\$67,000 to OHED
January	\$33,082.61 \$76,348.66	\$29,870.52 \$63,998.40	\$6,000.00
February	\$28,939.39 \$74,626.95	\$24,312.95 \$61,761.31	\$5,500.00
March	\$6,803.60 \$66,629.24	\$6,749.81 \$70,018.56	\$5,500.00
April	\$2,496.05 \$91,961.10	\$2,874.12 \$53,687.32	\$5,500.00
May	\$11,726.12 \$82,490.08	\$34,129.33 \$72,610.70	\$5,500.00
June			\$5,500.00
July			\$6,000.00
August			\$5,500.00
September			\$5,500.00
October			\$5,500.00
November			\$5,500.00
December			\$5,500.00
Total	\$475,103.80	\$420,013.02	13.12%
	up/down from last year		\$55,090.78

Gross Receipts Tax - Split

Fund 211

Current Year				Previous Year		
Month	Total	City 20%	OHED 80%	Total	City 20%	OHED 80%
JAN	\$1,387.66	\$277.53	\$1,110.13	\$2,212.81	\$442.56	\$1,770.25
	\$3,542.27	\$708.45	\$2,833.82	\$3,181.54	\$636.31	\$2,545.23
FEB	\$849.95	\$169.99	\$679.96	\$939.57	\$187.91	\$751.66
	\$2,770.60	\$554.12	\$2,216.48	\$2,312.45	\$462.49	\$1,849.96
MAR	\$799.64	\$159.93	\$639.71	\$791.67	\$158.33	\$633.34
	\$2,698.71	\$539.74	\$2,158.97	\$3,299.35	\$659.87	\$2,639.48
APR	\$660.24	\$132.05	\$528.19	\$0.00	\$0.00	\$0.00
	\$2,896.51	\$579.30	\$2,317.21	\$1,763.52	\$352.70	\$1,410.82
MAY	\$1,105.25	\$221.05	\$884.20	\$1,945.35	\$389.07	\$1,556.28
	\$2,891.75	\$578.35	\$2,313.40	\$3,111.54	\$622.31	\$2,489.23
JUN		\$0.00	\$0.00	\$933.19	\$186.64	\$746.55
		\$0.00	\$0.00	\$1,074.54	\$214.91	\$859.63
JUL		\$0.00	\$0.00	\$3,812.26	\$762.45	\$3,049.81
		\$0.00	\$0.00	\$3,177.81	\$635.56	\$2,542.25
AUG		\$0.00	\$0.00	\$2,034.97	\$406.99	\$1,627.98
		\$0.00	\$0.00	\$4,105.43	\$821.09	\$3,284.34
SEP		\$0.00	\$0.00	\$1,135.10	\$227.02	\$908.08
		\$0.00	\$0.00	\$2,973.21	\$594.64	\$2,378.57
OCT		\$0.00	\$0.00	\$1,645.55	\$329.11	\$1,316.44
		\$0.00	\$0.00	\$3,537.22	\$707.44	\$2,829.78
NOV		\$0.00	\$0.00	\$1,165.45	\$233.09	\$932.36
		\$0.00	\$0.00	\$5,447.26	\$1,089.45	\$4,357.81
DEC		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$3,108.42	\$621.68	\$2,486.74
	\$19,602.58	\$3,920.52	\$15,682.06	\$53,708.21	\$10,741.64	\$42,966.57
	\$3,920.52			\$4,475.68		
	average/month			average/month		

up/down from previous year		
Total	44.78	0.23%
City	8.96	0.23%
OHED	35.82	0.23%

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

OHED 80%

Check #

Check Date

APR 884.20

APR 2,313.40

\$3,197.60



SOUTH DAKOTA
MUNICIPAL LEAGUE

MENU

Elected Officials Workshop



[REGISTER](#)



[TELL A FRIEND \(/MEMBERS/SEND.ASP?EVENT=1926080\)](/MEMBERS/SEND.ASP?EVENT=1926080)

A two-day course on local government basics, from employees to open meetings. Open to all elected officials.



7/16/2025 to 7/17/2025

When: Wed-Thurs, July 16-17, 2025
9:00 AM

Where: Ramkota Hotel
920 W Sioux Ave
Pierre, South Dakota 57501

Contact: Jessica Carr
jessica@sdmunicipalleague.org (<mailto:jessica@sdmunicipalleague.org>)
605.224.8654

[REGISTER](#)

Online registration is available until: 7/11/2025

[« Go to Upcoming Event List \(/events/event_list.asp\)](/events/event_list.asp)

REGISTRATION

Early Registration:

- SDML Member | \$100
- Non-member | \$200

Late Registration: Starts July 2

- SDML Member | \$120
- Non-member | \$240

Refunds:

- Last day for refunds: July 1
[Registration/refund policy \(https://sdmunicipalleague.org/page/refundpolicy\)](https://sdmunicipalleague.org/page/refundpolicy)

Registration includes access to the [SDML Handbook for Municipal Officials \(https://sdmunicipalleague.org/store/viewproduct.aspx?id=23015799\)](https://sdmunicipalleague.org/store/viewproduct.aspx?id=23015799).

AGENDA

Topics will include:

- What is your role as a newly elected official?
- Partnership for Fiscal Management
- Legislative Update & Lobbying 101
- SDPAA/SDML Work Comp-Incidents, Reporting, & the Claims Process
- Ethics & Conflict of Interest
- Open Government-Public Meetings, Public Records, & Records Retention
- SDML-How can we assist you?
- Cybersecurity Training
- AI Training
- Municipal Budgets, Bids & Contracts

ROOM BLOCK

Ramkota Hotel, Pierre, SD

Phone: (605) 224-6877. Website: <https://www.ramkotapierre.com> (<https://www.ramkotapierre.com/>)

CONNECT WITH US

South Dakota Municipal League
208 Island Drive
Fort Pierre, SD 57532
(605) 224-8654

(mailto:email@email.com)info@sdmunicipalleague.org
(mailto:info@sdmunicipalleague.org)

**City Council Meeting
Department Head Reports
June 2, 2025**

Police Department Report

May 2025 Stats:

- o Traffic Warnings (112): Speeding = 63, Other = 49
- o Traffic & Criminal Citations (48): Speeding = 43, Drug Paraphernalia = 1, DUI = 1, Driver use marijuana = 1, Possession of loaded firearm while intoxicated = 1, Other = 1. **Total Fines = \$5,127.50.**
- o Felony Arrests (0):
- o Misdemeanor Arrests: DUI = 1, Possession of loaded firearm while intoxicated = 1
- o Agency Assists: Fire = 4, Ambulance = 6, Careflight = 2, Assist LEO = 8
- o 911 Misdialed = 2
- o Funeral Escorts = 0
- o Fingerprints = 1
- o 24/7 = .5
- o Total Calls for Service (CFS) = 65

Street Department Report

- a. All of the streets have been swept.
- b. We are putting base-course on the road that loops around from New Beginnings Church to The Ranch Café. We also cleaned out the ditch where there were high spots. We watered and bladed while Evans Construction hauled.
- c. Tony Olson talked to me about E 4th St. in front of Dave's Tax Service. We will place a full width Asphalt mat on it as the north half is in tough condition. We "Blue Topped" some of the streets before they were hot mixed. (A few times due to rain and breakdown from the supplier).
- d. David & Dan helped the pool and electric departments off and on throughout the month.
- e. We serviced the loader and both road graders along with getting all the mowers ready during the rain.
- f. We bladed roads.
- g. We installed a fire pit at the park.
- h. We removed a pile of dirt north of the flagpole at the park.
- i. We loaded several branches after the windstorm.
- j. We had to run the sewer jet down a storm sewer by the old Dario.

Water/Sewer/Airport Department Report

1. TERRY – Mayor McGough, Alderwoman Hargens, Alderman Auch, Terry, and I visited with the FAA in Pierre about the 5-, 10-, and 20-year plan for the airport. Funding is a factor to watch closely. Once the new AWOS is in use, an annual inspection fee of approximately \$10,000 will need to be budgeted for. If the FAA cannot devise a plan to help defray that cost, it will come from the General Fund.
2. 1. Gordy's (Retirement) last day June 30th.
3. Olson's are moving right along with the water main replacement & just finished with W 3rd Ave. & W 3rd St. then moving on to W6th St. between W 1st & 2nd Ave.
4. Olson's had Morris come to town on May 29th to do some paving & hopefully will be back this Wed. June 4th to pave the rest of the streets that are ready.
5. We found & eliminated some unmetered water lines on our water project.

**City Council Meeting
Department Head Reports
June 2, 2025**

6. I have not heard yet when the Airport project's start date is.
7. Pool start up is coming soon as long as the weather cooperates.

Electric Department Report

- Locates
- Worked on Banners and restring flag poles after terrible wind.
- Haydn and Andrew went to underground school.
- Fixed additional streetlights.
- Needed to shut power off due to fire calls.
- Trimmed some trees around town.
- Helped the water department a little with getting the pool ready.
- Helped the street department get ready for paving.
- Hauled concrete from the old sub by school.
- Working on baseball field lights.
- We will be putting the fountain in the pond; the level was just too low earlier in the spring.
- Electrical work at the baseball field bathroom. Added several outlets. Score board control boxes, outdoor GFCI for power washer. Also, fixed and replaced lights.
- Replaced heaters in the park bathroom. 240 volts.

Finance Office Report

1. Sales Tax Comparison Report – see attachment
2. HR/FO school will be in Pierre – June 10-13. Allison and Cindy plan to attend.
3. The zoning map needs to be updated. Quotes have been requested from engineering firms. Kelly Dybdahl, Heartland Energy has encouraged us to apply for their economic development grant to help pay for costs. (50% match up to \$5,000) Allison is researching and compiling data for reference on this upcoming project.
4. Budget Training – June 25 @ 10:00-2:00 in Sioux Falls.
5. Elected Official Workshop – July 16-17 @ 9:00 a.m. in Pierre. SDML changed this from a one-day workshop to a two-day event. Council members, please let city office staff know by June 30 if you plan on attending. See attached agenda.
6. 2 quotes have been received for an in-depth water/sewer rates study.

RESOLUTION NO. 2025-4

The City of Miller is an equal-opportunity employer.

BE IT RESOLVED AS FOLLOWS:

WHEREAS, certain municipal personal property is no longer useful, necessary or suitable for municipal purposes; and

WHEREAS, the sale of such property as indicated will financially benefit the municipality; and

WHEREAS, the municipal property items as indicated shall not be sold and must be scrapped.

THEREFORE, BE IT RESOLVED that the following municipal property be declared surplus property to wit:

For Sale

Police Department Surplus
2018 Ford Explorer

Street Department Surplus
Z915B 54" John Deere mower

For Scrap

Ballpark Surplus for scrap
Old ballfield sports lights (100)

Electric Department for scrap
Benq computer monitors (4)

Dated this 2nd day of June 2025.

Tom McGough, Mayor

(SEAL)

ATTEST:

Cindy Deuter, Finance Officer

RESOLUTION NO. 2025-5

The City of Miller is an equal-opportunity employer.

**A RESOLUTION TO DE-ANNEX RUSTLER LOT 2 FROM THE MUNICIPAL
BOUNDARIES OF THE CITY OF MILLER, SOUTH DAKOTA**

WHEREAS, South Dakota Codified Law (SDCL) 9-4-6 authorizes the governing body of a municipality to exclude territory from its corporate limits by resolution, provided such exclusion does not violate the public interest; and

WHEREAS, On Hand Development Corporation, owner, has expressed written interest to the Common Council of the City of Miller to de-annex the parcel contiguous to the City of Miller legally described as follows:

Rustler Lot 2 a replat of a part of Seagren First Addition, Lots 1 & 2, a part of the Northeast Quarter of the Southwest Quarter (NE1/4SW1/4) of Section Eleven (11), in Township One Hundred Twelve (112) North, Range Sixty-eight, West of the 5th P.M., Hand County, South Dakota.

WHEREAS, there are no legal voters residing on the property, and the land is currently held by a tax-exempt entity; and

WHEREAS, because the owner of the property is exempt from property taxation, the de-annexation of the property will not result in any loss of tax revenue to the City; and

WHEREAS, public infrastructure such as water mains, sewer mains, streets, and sidewalks have not been installed to serve the property; and

WHEREAS, the property is situated at the edge of the municipal boundaries; therefore, exclusion of the proposed property will not create an irregular limit of the municipal boundary; and

WHEREAS, the City Council finds that the property is no longer necessary for municipal purposes, and its exclusion from the corporate boundaries will not be detrimental to the health, safety, or welfare of the municipality or its residents.

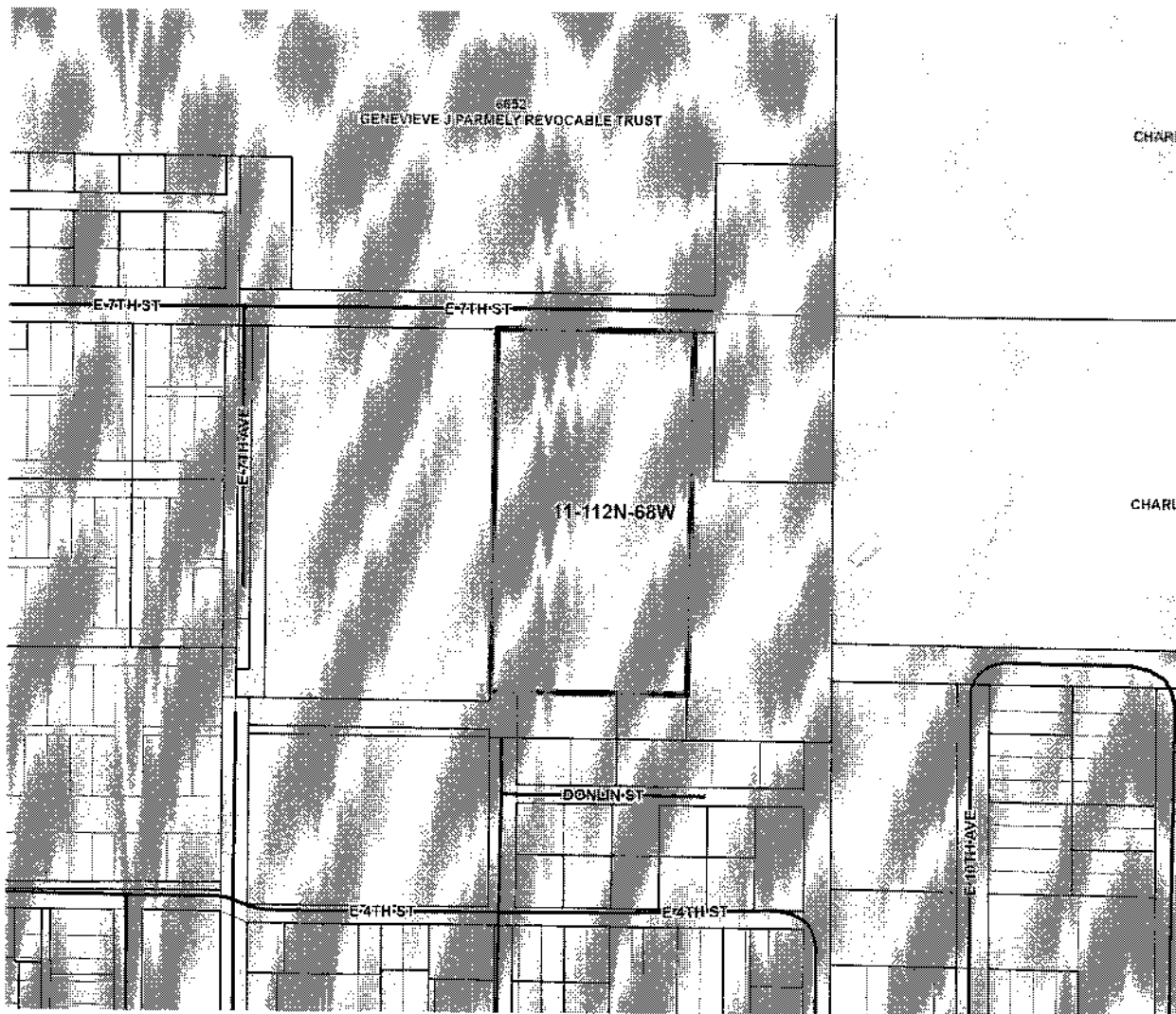
NOW THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF MILLER, SOUTH DAKOTA, the parcel legally described above shall hereby be removed from the municipal boundaries of the City of Miller.

Dated this 2nd day of June 2025.

Tom McGough, Mayor

(SEAL)
ATTEST:

Cindy Deuter, Finance Officer



Township Name	MILLER	Legal Description	RUSTLER LOT 2 A REPLAT OF A PART OF SEAGREN FIRST ADDITION, LOTS 1 & 2, A PART OF THE NE1/4 SW1/4 11-112-68
Township	112N	Owner	ON HAND DEVELOPMENT CORPORATION
Range	68W	Additional Owners	
Section	11	Property Address	
Record	9630	Quarter	0
Extent	346015.15087898	Sixteenth	0
Record Query	9630	Split	
Sec-Twp-Range	11-112N-68W	School District	29-4
Legal Acres	2		

On Hand Development Corporation

526 N Broadway, Miller SD 57362

tara@millersd.org

605-853-3098

May 23rd, 2025

City Council

City of Miller

120 W 2nd St Miller, SD, 57362

Subject: Request for Deannexation of Rustler Lot #2

Dear Mayor and City Council Members,

I am writing to formally request the deannexation of Rustler Lot #2 from the corporate limits of the City of Miller. This parcel, currently under On Hand Development Corporation ownership, is Rustler Lot 2, a replat of Seagren First addition Lots 1 & 2, part of the NE ¼, SW ¼ 11-112-689 Hand County South Dakota.

After careful consideration, we believe that it is in the best interest of both On Hand and the city to have this lot removed from municipal jurisdiction. The reason for this request is due to the sale of this lot.

I understand that deannexation is a legal and administrative process that requires review and approval by the city council, and we are prepared to comply with all necessary steps to facilitate this request. We respectfully ask that this matter be placed on the agenda for discussion at an upcoming council meeting.

Please feel free to contact us if you require any additional documentation or have questions regarding this request. We appreciate your attention to this matter and look forward to your response.

Sincerely,

Laine Warkenthien

Board President

9-4-6. Exclusion of territory from municipality on petition or by vote of governing body.

Upon a two-thirds vote of the governing body, or on petition in writing signed by not less than three-fourths of the legal voters and by the owners of not less than three-fourths in value of the property in any territory within any municipality being upon the border thereof, the governing body may by resolution exclude the territory from the municipality. However, if all the land sought to be excluded is more than one-half mile from any platted portion of the municipality, the petition must be signed by the owner only.

Source: SL 1887, ch 104, § 2; CL 1887, § 1115; RPolC 1903, § 1509; RC 1919, § 6555; SDC 1939, § 45.2901; SL 1939, ch 191; SL 2016, ch 52, § 4.

Cindy Deuter

From: Waldner, Mike
Sent: Wednesday, May 21, 2025 10:17 AM
To: Bushee, Abigail - DSU Student; Cindy Deuter
Subject: RE: SecureSD: MOU DSU-SecureSD-City of Miller

Hi Cindy,

Hope you are well.

My data shows that you recently had the Project Boundary Fence (PBF) team do a technical assessment. Looks like you didn't have many vulnerabilities (good job), however with this MOU in place SecureSD can pay your IT Vendor to mitigate the vulnerabilities. This would all be at no cost to the city, and any other cybersecurity equipment or solutions you may need.

-thanks!

- Mike

Mike Waldner

Director of SecureSD

Cybersecurity for Municipalities and Counties
DAKOTA STATE UNIVERSITY

MEMORANDUM OF UNDERSTANDING

Between
DAKOTA STATE UNIVERSITY
and
City of Miller

This MEMORANDUM OF UNDERSTANDING ("MOU") is entered into by and between the Dakota State University, Madison, South Dakota ("DSU") and City of Miller ("CITY"), a political subdivision of the State of South Dakota, on this 19th of May 2025.

WHEREAS, during the 2024 South Dakota Legislative Session, Senate Bill 187 (SB 187) was enacted which appropriated \$7,000,000 to the Office of the Attorney General ("OAG") for the purpose of creating a cybersecurity initiative for counties and municipalities throughout the State of South Dakota; and

WHEREAS, DSU operates Madison Cyber Labs ("MadCLabs"), which focuses on education, research, and cybersecurity development, including initiatives that help counties and municipalities mitigate cybersecurity risks; and

WHEREAS, DSU, in partnership with the OAG, created the SecureSD Cybersecurity for Counties and municipalities to strengthen cybersecurity resilience among counties and municipalities in South Dakota; and

WHEREAS, DSU, in partnership with the OAG, seeks to protect and enhance the cybersecurity posture of South Dakota's counties and municipalities by leveraging SecureSD resources effectively; and

WHEREAS, CITY acknowledges the importance of cybersecurity mitigation and agrees to participate in SecureSD by providing the necessary cooperation, engagement, and local implementation efforts required to enhance security.

NOW THEREFORE, in consideration of the covenants and agreements contained herein, and the joint and mutual responsibilities flowing to each party as outlined in this Memorandum of Understanding, the parties agree:

1. PURPOSE

This Memorandum of Understanding (MOU) is undertaken by and between DSU and CITY to protect and enhance the cybersecurity posture of South Dakota's counties and municipalities through the SecureSD Program. SecureSD is designed to support counties and municipalities by providing technical mitigation assistance to reduce cybersecurity risks, delivering training and awareness programs for municipal and county staff, and

enhancing cybersecurity resilience through the implementation of best practices and security tools through a secure email system

2. FUNDING

- A. SecureSD is funded by the appropriation established by SB 187 during the 2024 legislative session. The CITY acknowledges that SecureSD does not provide direct financial payments for cybersecurity efforts, nor does SecureSD offer direct financial aid. As such, no direct financial payments will be made to CITY under this MOU.
- B. Nothing in the MOU may be construed as or may be relied on, as a future promise or commitment to providing any future funding, services, or support.

3. DSU RESPONSIBILITIES

- A. Implementation of SecureSD
1. Oversee and implement cybersecurity mitigation and email strategies for counties or municipalities.
 2. Engage with managed service providers ("MSPs") to determine appropriate scopes of work, perform work, and/or review work as needed, based on DSU's recommendation.
 3. Deploy technical resources to support and enhance cybersecurity defenses.
 4. Provide cybersecurity education and training for municipalities and counties on an as needed basis in the sole discretion of DSU.

B. Compliance and Reporting

1. Maintain records showing:
 - a. The counties and municipalities participating or planning to participate in this initiative.
 - b. Completed and planned cybersecurity improvements for each participating local government.
 - c. Current and expected expenses for each improvement, including the cost related to SB 187.
 - d. Expected timeframes for completing the improvements.
 - e. Monthly reports including activities conducted, detailed financial information, and all information necessary to justify approval of vouchers submitted for payment.
2. Provide all necessary updates and reports to the OAG and request all necessary prior authorizations according to the tenor of the agreement between DSU and the OAG dated August 26, 2024.

4. RESPONSIBILITIES OF CITY

- A. CITY agrees to obtain a security assessment either through Project Boundary Fence or through a private vendor which is at least as technically comprehensive as the assessment conducted through Project Boundary Fence.
- B. Engagement and Participation
1. Actively participate in SecureSD initiatives, including mitigation activities and training.

2. Designate a single point of contact for communication between CITY, DSU, and the OAG.
- C. Implementation, Maintenance, and Ownership
1. Actively participate with selected MSP and DSU to facilitate implementation of cybersecurity measures set forth in the scope of work approved by DSU and CITY.
 2. Provide reasonable cyber and physical access to CITY facilities to the selected MSP and DSU personnel to implement the approved cybersecurity measures and to DSU upon completion to ensure the scope of work was properly implemented and in good working order.
 3. Provide reasonable access to OAG for oversight purposes to ensure that any hardware purchased pursuant to the scope of work, if any, is implemented and in use.
 4. CITY is aware and understands:
 - a. The funds appropriated pursuant to SB 187 of 2024 are one-time funds.
 - b. As such, any hardware, licenses, or software purchased or implemented as part of the scope of work becomes the sole property of the CITY and the MSP, DSU, and the OAG has no ongoing responsibility for any further improvements, ongoing licensing, maintenance, or upkeep of the installed improvements.
 - c. There is no expectation, promise, or guarantee of any future funding to address cybersecurity risks through SecureSD or otherwise.
 - d. SecureSD does not and will not provide any direct financial compensation, reimbursements, or direct payments of any kind to the CITY.

5. MISCELLANEOUS PROVISIONS

- A. Confidentiality
 1. DSU hereby acknowledges that any and all technical details including access information, technical data, and any personally identifiable information ("PII") housed on or accessible through the CITY systems is deemed "Confidential Information" and may not be shared among or between any other participant in this initiative, or to any third party except the selected MSP and the OAG as may be required.
 2. DSU will limit access to CITY cybersecurity data to authorized personnel only.
- B. Effective Period, Modification, and Termination
 1. Effective Period of MOU. This MOU shall become effective upon the date last signed below. This MOU shall remain in effect for a period of three (3) years from the effective date unless sooner terminated pursuant to the terms set forth herein.

2. Modification of MOU: This MOU may not be amended except in writing, which writing shall be expressly identified as a part hereof and be signed by an authorized representative of each of the parties hereto.
3. Termination of MOU: Either party may terminate this MOU upon thirty (30) days written notice. The termination shall be effective thirty (30) calendar days from the date of such notice, or at a later date agreed upon by the parties, so long as such date does not exceed the date of termination of this MOU.

C. Notices

1. Any notice or other communication required under this MOU shall be in writing and sent to the email address set forth below. Notices shall be given by and to:

For SecureSD:

Dakota State University
820 N Washington Ave
Madison, SD 57042
Name: Mike Waldner
Title: Director of SecureSD
Email: mike.waldner@dsu.edu

For City:

City of Miller
120 W 2nd Street
Miller, SD, 57362
Name: Cindy Deuter
Title: Finance Officer
Email: cindy.deuter@cityofmiller.sd.com

2. Notices or communications to or between the parties shall be deemed to have been delivered one business day after the time at which it was sent if receipt is confirmed by the recipient.

D. Joint Powers

This MOU is not a Joint Powers Agreement or cooperative action agreement pursuant to SDCL Ch. 1-24, and it does not establish a separate legal entity under SDCL 1-24-4(2) or create a joint administrator or governing board, as contemplated by SDCL 1-24-5. Each party has responsibilities under the terms of this Agreement and no joint board or administrator will be used.

E. Governing Law and Venue

This MOU shall be governed by and construed in accordance with the laws of the State of South Dakota, without regard to any conflicts of law principles, decisional law, or statutory provision which would require or permit the application of another jurisdiction's substantive law. Venue for any lawsuit pertaining to or affecting this Agreement shall be in the Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

F. Limitation Of Liability

In no event shall any party be liable to another party for any indirect, incidental, consequential, special, punitive, exemplary, or extra-contractual damages of any kind whatsoever arising from or connected with this MOU, including, but not limited to, lost profits, lost revenues, or loss of business, regardless of legal theory, whether or not foreseeable, even if either party has been advised of the possibility or probability of such damages and even if the remedies otherwise provided by this agreement fail of their essential purpose.

In Witness Whereof, the parties signify their agreement effective the date below last written by the signatures affixed below.

DAKOTA STATE UNIVERSITY

By: _____
Ashley Podhradsky
VP Research and Economic Development
Date: _____

DSU Director of SecureSD _____ (Initial) Date: _____
DSU VP for Businesses & Admin Services _____ (Initial) Date: _____
DSU Director of Budget & Grants/Contracts _____ (Initial) Date: _____

City of Miller

By: _____
Tom McCough, Mayor
Date: _____

ATTEST:

By: _____
Cindy Deuter, Finance Officer
Date: _____

5/1/25

Attn Terry Manning
Miller SD City of
120 West 2nd Street
Miller SD 57362

15895 S. Pflumm Rd.
Olathe, KS 66062
(913) 390-4500
FAX: (913) 390-4550
www.micro-comm-inc.com

Dear Terry:

According to our records, your Micro-Comm, Inc. (M-C) telemetry system service contract number(s) SC0529 will expire on 7/13/25. (Job Numbers(s) 07096, 10004, 10019, 17059 is no longer under warranty. We would like to let you know that we can provide a service plan for \$4900.00 plus any applicable taxes, annually that will provide phone support, internet troubleshooting, and M-C Manufactured parts even if system parts are damaged by lightning. *

Since most insurance companies don't understand telemetry, it is impossible to purchase this type of coverage from anyone else. Likewise, your insurance money is best spent to cover vandalism, flooding, accidents, etc.

The service contract program was designed with you in mind-for example, one of your M-C Telemetry RTUs is down and you need parts. Simply give us a call and the parts will immediately be shipped to you. By the quickest method available. Simply return the broken parts so they may be tested/repared and returned to stock. **Return shipping cost is the responsibility of the customer.** Our annual plan provides a level pay option that makes it budget friendly. Once a year payment covers everything, parts are the main cost this plan pays for itself.

Terms and Conditions of the Service Plan:

1. Micro-Comm, Inc. shall be liable only for the cost or repair of any M-C manufactured equipment including radio, power supply, batteries, RTU and CTU Battery backup units, relays, light bulbs, MC LSA and Keller Well Transducers, Minco sensors, relays, and associated equipment required for system operation as designed (see below #6).
2. In the event of equipment failures or equipment damaged by lightning M-C will supply troubleshooting, by phone and internet log in to determine parts necessary to complete repairs and return system to previous level of operation. Parts will be shipped by the quickest method available to the job site. Customer shall supply labor for removal and installation of equipment at customer's premises. **Return of defective equipment to Micro-Comm is customer responsibility.**
3. In the event exact replacement parts are no longer available, M-C will (at its discretion) replace the existing equipment or components with similar or "current production" materials in order to restore the control system back to its original level of operation. Prior to replacement, M-C will identify the materials to be used, estimate labor to update software, records, drawings, and software documentation. Update, a labor rate of \$100/ hour will apply, any new or additional features that are available with this replacement equipment will be offered to the customer for an additional expense, parts plus labor to be quoted upon request.
4. This plan is void and does not apply if damage to equipment is caused by flooding, high winds, tornado, hurricanes, freezing, fire, chemical damage, vandalism, improper installation, improper maintenance, accident, alteration, abuse, or misuse, (by other than M-C or its designee).
5. M-C's sole obligation in case of its equipment failure will be to provide the service specified above. M-C will not be liable for any consequential or incidental damage to any other manufacturer's equipment arising from M-C system failures. Micro-Comm will not be liable for downtime, i.e., Overtime labor and travel to and from sites.

6. The plan is for M-C manufactured parts only. The following list is an example of Items; not covered: Non-Micro Comm PLC's, VFD's, BW probes, Omega sensors, chart recorders, chart pens, and paper, phase monitors, pump alternators. Flow meters, flow sensors, chemical feed and chemical monitoring equipment, computers, keyboards, monitors, Computer Battery backup units, printers, routers, switches, external wiring, and cabling.
7. Service Plan coverage provided by Micro-Comm Inc. begins when current system warranty ends, and provides coverage for one calendar year from warranty end date. Warranty end date will be extended when a signed copy of Service Plan and payment are received. Customer systems currently out of warranty can sign on to plan by completing Service Contract proposal, sign and return with check or PO # for payment has been received.

Micro-Comm, Inc. Service rates \$150/hr., 4 hr. min, onsite service, \$75/hour travel time to and from job site, \$2-mile local drive trip, and \$75-day travel expense travel time. expenses (airfare, car rental, parking +10%) and \$250 overnight. Software changes and remote site modifications can be purchased for \$750 each, plus \$150 hr. labor time. ISP, Computer Network System upgrades and expansion work request are forwarded, Micro-Comm, Inc. sales Department.

Service Contract Service rates: \$100 hr., 4 hr. min, onsite service, \$50 hr. travel time to and from job site, \$2-mile local drive trip, and \$50-day travel expense travel time, expense. Software changes and remote site modifications \$0 software change, \$100 hr. quoted time. ISP, router, internet configuration, network router/switch assistance, and new or backup computer setup of equipment not provided by Micro-Comm will be billed at \$150/hour w/4 hr.- Min. Service Contract Customers receive a 10% discount on system upgrades and expansion work through system service contract coverage. Discussion of these options and all service matters is available with Susan Lasater, Support Staff Micro-Comm Inc. or our sales department.

Should you choose to purchase/renew this service plan **You must complete the form below, and return this letter to us with a check payable/PO to Micro-Comm, Inc.**

Customers that require an invoice number, please indicate requirement on the returned proposal with a P.O. Number and you will be invoiced as requested. Please write Service Contract # number on your check and P.O. If you have any questions, feel free to contact me at any time.

Sincerely,

MICRO-COMM, INC.


Susan Lasater

Support

slasater@mc-mail.com

Enclosure

I have read and fully understand the terms and conditions of the Service Plan as stated above.

Accepted by: _____

Amount of Check Enclosed: _____

Date: ____/____/____

Optional, P.O. Number: _____

6.44

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



INVOICE

INVOICE DATE: 5/20/2025
INVOICE NO: 38003
BILLING THROUGH: 5/17/2025

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

A8967 | MILLER AIRPORT TAXIWAY RECONSTRUCTION & ACCESS ROAD

Managed By: COREY T HELMS

AP # 3-46-0035-016017-2025
PER AGREEMENT #1 DATED 4/6/25
INVOICE TWO

DESCRIPTION	% OF TOTAL FEE	CONTRACT AMOUNT	% COMPLETE	BILLED TO DATE	PREVIOUSLY BILLED	CURRENT AMOUNT
A8967.04 MILLER AIRPORT TAXIWAY RECONSTRUCTION & ACCESS ROAD BIDDING	100	\$10,022.93	50.00	\$5,011.47	\$1,002.29	\$4,009.19
TOTAL		\$10,022.93		\$5,011.47	\$1,002.29	\$4,009.19

SUBTOTAL \$4,009.19
AMOUNT DUE THIS INVOICE \$4,009.10

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 May, 2025.

APPROVAL:

BY: _____
TITLE: _____
DATE: _____

6.44

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



INVOICE

INVOICE DATE: 5/21/2025
INVOICE NO: 38015
BILLING THROUGH: 5/17/2025

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

A8924 | MILLER AIRPORT AWOS III

Managed By: COREY T HELMS

AP # 3-46-0035-016-2025
PER AGREEMENT DATED 04/08/2025
INVOICE TWO

DESCRIPTION	% OF TOTAL FEE	CONTRACT AMOUNT	% COMPLETE	BILLED TO DATE	PREVIOUSLY BILLED	CURRENT AMOUNT
A8924.02 MILLER AIRPORT AWOS III DESIGN	100	\$70,870.46	12.50	\$8,863.81	\$6,765.99	\$3,194.82
TOTAL		\$70,870.46		\$8,863.81	\$6,765.99	\$3,194.82

SUBTOTAL \$3,194.82
AMOUNT DUE THIS INVOICE \$3,194.82

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 21st day of May, 2025.

APPROVAL:

BY: _____
TITLE: _____
DATE: _____

21

SPN Helms

ENGINEERS & SURVEYORS

Office: 2100 N. Sanborn Blvd
 Mitchell SD 57301
 Phone (605) 968-7761

Aberdeen Office: 416 Production St. N.
 Aberdeen SD 57401
 Phone (605) 225-1212

INVOICE

INVOICE DATE: 5/28/2025
 INVOICE NO: 36075
 BILLING THROUGH: 5/24/2025

CITY OF MILLER
 120 WEST 2ND
 MILLER, SD 57302

M16085 | MILLER PHASE IV UTILITY IMPROVEMENTS

Managed By: CAMDEN A HOFER

Phase IV Construction Administration - Water Improvements - Including preparation of Contractor's Application for Payment, attend construction meeting and project coordination.
 Billing Period: 4/27/25 thru 5/24/25

DESCRIPTION	CONTRACT AMOUNT	% COMPLETE	DATE BILLED	PREVIOUSLY BILLED	CURRENT AMOUNT
M16085-0001 MILLER PHASE IV UTILITY IMPROVEMENTS - WATER MAIN - CONST ADMIN	\$113,000.00	55.00	\$62,150.00	\$56,800.00	\$5,650.00
TOTAL	\$113,000.00		\$62,150.00	\$56,800.00	\$5,650.00

Please remit payment to:
 SPN & Associates
 PO Box 388
 Mitchell SD 57301

SUBTOTAL \$5,650.00
 AMOUNT DUE THIS INVOICE \$5,650.00
 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 28th day of May 2025
 Signed: *[Signature]*
 Schneider, Paul, Nohr & Associates

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

SPN Helms

ENGINEERS & SURVEYORS

Office: 2100 N. Sanborn Blvd
 Mitchell SD 57301
 Phone (605) 968-7761

Aberdeen Office: 416 Production St. N.
 Aberdeen SD 57401
 Phone (605) 225-1212

INVOICE

CITY OF MILLER
 120 WEST 2ND
 MILLER, SD 57302

INVOICE DATE: 5/28/2025
 INVOICE NO: 36076
 BILLING THROUGH: 5/24/2025

M16085-06W | MILLER PHASE IV UTILITY IMPROVEMENTS - WATER MAIN - RPR

Managed By: CAMDEN A HOFER

Phase IV Resident Project Representative - Water Improvements - Construction observation
 Billing Period: 4/27/25 thru 5/24/25

DESCRIPTION	TITLE	TECHNICIAN	HOURS	RATE	AMOUNT
PROFESSIONAL SERVICES			182.75	\$160.0000	\$29,240.00
TOTAL SERVICES			182.75		\$29,240.00

EXPENSES	DESCRIPTION	AMOUNT
	LODGING (PROJECT)	\$902.76
	MEALS-ON EMPLOYEE REIMBURSE (PRCL)	\$662.00
	MILEAGE (PRCL-500)	\$548.10
TOTAL EXPENSES		\$2,012.86

SUBTOTAL \$29,852.86
 AMOUNT DUE THIS INVOICE \$29,852.86

This invoice is due upon receipt

Please remit payment to:
 SPN & Associates
 PO Box 388
 Mitchell SD 57301

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 28th day of May 2025
 Signed: *[Signature]*
 Schneider, Paul, Nohr & Associates

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

Contractor's Application for PaymentApplication No.: **Eight**

Owner: City of Miller
Engineer: SPN and Associates
Contractor: TLC Olson Construction
Project: Phase 4 Utility Improvements

Engineer's Project No.: 16085Application Date: May 29, 2025Application Period: From April 27, 2025 to May 24, 2025

1. Original Contract Price	\$ 4,830,850.85
2. Net change by Change Orders	\$ (137,013.25)
3. Current Contract Price (Line 1 + Line 2)	\$ 4,693,837.60
4.a Total Work Completed	\$ 1,873,737.00
4.b Materials Stored to Date	\$ 238,279.86
4.c Less Value of Non-conforming Work	
5. Retainage	
a. 10% X \$ 2,112,016.86 Work & Materials	\$ 211,201.69
b. X Work & Materials	\$ -
c. Total Retainage (Line 5.a + Line 5.b)	\$ 211,201.69
6. Amount eligible to date (Line 4.a + 4.b - 4.c - Line 5.c)	\$ 1,900,815.17
7. Less previous payments (Line 6 from prior application)	\$ 1,771,233.83
8. Amount due this application	\$ 129,581.34
9. Balance to finish, including retainage (Line 3 - Line 6)	\$ 2,793,022.43

Contractor's Certification

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

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor ApprovalSignature: Date: 5/30/25**Recommended by Engineer**By: Title: Project EngineerDate: 5/30/25**Approved by Owner**

By: _____

Title: Mayor

Date: _____

APPLICATION NUMBER: Eight
PROJECT: Phase 4 Utility Improvements
OWNER: City of Miller
PROJECT NUMBER: 16085

DATE OF ESTIMATE: May 29, 2025
PERIOD FROM: April 27, 2025
TO: May 24, 2025

CONTRACTOR:
TLG Olson Construction

INCLUDES CHANGE ORDER: Four

Approximate total amount of payment earned: 39.9%

BID SCHEDULE A: Water		AS APPROVED TO DATE			INSTALLED THIS PERIOD:		INSTALLED TO DATE:		BALANCE TO INSTALL		
ITEM	DESCRIPTION	QUANTITY	UNIT	PRICE	APPROVED VALUE	QUANTITY	VALUE	QUANTITY	VALUE	QUANTITY	VALUE
1	Mobilization	1	LS	\$453,700.00	\$483,700.00	1	LS	60% LS	\$278,220.00	40% LS	\$185,480.00
2	Remove, Salvage and Replace Gravel Surfacing	924	CY	\$15.00	\$13,860.00	1	CY	34	\$510.00	890	\$13,350.00
3	Mit, Salvage, Replace and Grade Asphalt Blotter Surfacing and Granular Base	19,516	SY	\$9.50	\$185,402.00	21	SY	18,081	\$162,579.50	3,435	\$32,822.50
4	Remove and Dispose of Concrete Surfacing	285	SY	\$15.00	\$4,425.00	46	SY	181	\$2,715.00	114	\$1,710.00
5	Remove and Dispose of Curb and Gutter	205	LF	\$5.00	\$1,025.00	92	LF	238	\$1,187.50	33	\$162.50
6	Remove, Salvage and Reset Landscaping	25	SY	\$100.00	\$2,500.00	1	SY	12	\$1,200.00	13	\$1,300.00
7	Remove and Dispose of Culvert	13	LF	\$30.00	\$390.00	1	LF	13	\$390.00	0	\$0.00
8	Remove and Dispose of Fire Hydrant	11	EA	\$325.00	\$3,575.00	1	EA	2	\$650.00	9	\$2,925.00
9	Remove and Salvage Fire Hydrant	3	EA	\$650.00	\$1,950.00	3	EA	3	\$1,950.00	0	\$0.00
10	Remove and Dispose of Gate Valve and Box	32	EA	\$300.00	\$9,600.00	4	EA	20	\$6,000.00	12	\$3,600.00
11	Remove and Salvage Gate Valve and Box	9	EA	\$650.00	\$5,850.00	2	EA	5	\$3,250.00	4	\$2,600.00
12	Remove and Dispose of Meter Pit	3	EA	\$400.00	\$1,200.00	1	EA	2	\$800.00	0	\$0.00
13	Remove and Dispose of Contaminated Soil	100	TN	\$80.00	\$8,000.00	14.6	HR	52.8	\$21,040.00	20.6	\$16,640.00
14	Field Locate Existing Mains and Services	32.0	HR	\$400.00	\$12,800.00	14.6	HR	52.8	\$21,040.00	20.6	\$16,640.00
15	Insulation	28	LF	\$80.00	\$2,240.00	36	LF	36	\$2,880.00	0	\$0.00
16	8" PVC Water Main	17,376	LF	\$52.75	\$911,584.00	694	LF	10,248	\$540,478.50	7,130	\$376,107.50
17	8" PVC Water Main - Alley	1,762	LF	\$86.75	\$152,853.50	308	LF	308	\$26,288.25	1,454	\$126,565.25
18	8" PVC Water Main Extra Depth (6.5' to 7.5')	648	LF	\$34.75	\$22,518.00	40	LF	770	\$42,157.50	124	\$6,789.00
19	8" PVC Water Main Extra Depth (7.5' to 8.5')	483	LF	\$35.75	\$17,267.25	0	LF	0	\$0.00	483	\$17,267.25
20	8" PVC Water Main Extra Depth (8.5' to 9.5')	192	LF	\$36.75	\$7,056.00	0	LF	65	\$3,688.75	127	\$7,207.25
21	8" PVC Water Main - Directionally Drilled	347	LF	\$106.50	\$36,955.50	0	LF	0	\$0.00	347	\$36,955.50
22	4" PVC Water Main	100	LF	\$45.75	\$4,575.00	63	LF	65	\$2,982.25	35	\$1,601.25
23	4" PVC Water Main - Alley	170	LF	\$80.75	\$13,727.50	0	LF	170	\$13,727.50	0	\$0.00
24	10" Encasement Pipe	176	LF	\$43.00	\$7,568.00	20	LF	88	\$3,784.00	88	\$3,784.00
25	6" MJ Gate Valve with Box	75	EA	\$2,230.00	\$167,250.00	5	EA	43	\$95,890.00	32	\$71,360.00
26	Install Salvaged 6" Gate Valve with Box	1	EA	\$600.00	\$600.00	0	EA	0	\$0.00	1	\$600.00
27	4" MJ Gate Valve with Box	2	EA	\$1,925.00	\$3,850.00	2	EA	2	\$3,850.00	0	\$0.00
28	6"x8" MJ Tee	30	EA	\$1,175.00	\$35,250.00	2	EA	16	\$21,150.00	12	\$14,100.00
29	6"x4" MJ Tee	1	EA	\$1,110.00	\$1,110.00	1	EA	1	\$1,110.00	0	\$0.00
30	6" 90° MJ Bend	17	EA	\$750.00	\$12,750.00	0	EA	9	\$6,750.00	8	\$6,000.00
31	6" 45° MJ Bend	9	EA	\$725.00	\$6,525.00	0	EA	2	\$1,450.00	7	\$5,075.00
32	6" 22.5° MJ Bend	10	EA	\$715.00	\$7,150.00	0	EA	0	\$0.00	10	\$7,150.00
33	6" 11.25° MJ Bend	1	EA	\$720.00	\$720.00	0	EA	0	\$0.00	1	\$720.00
34	6"x4" MJ Reducer	2	EA	\$600.00	\$1,200.00	0	EA	0	\$0.00	2	\$1,200.00
35	6" MJ Cap	4	EA	\$435.00	\$1,740.00	0	EA	6	\$2,175.00	-1	-\$435.00

Page 2 of 8

BID SCHEDULE A CONTINUED:		AS APPROVED TO DATE			INSTALLED THIS PERIOD:		INSTALLED TO DATE:		BALANCE TO INSTALL		
ITEM	DESCRIPTION	QUANTITY	UNIT	PRICE	APPROVED VALUE	QUANTITY	VALUE	QUANTITY	VALUE	QUANTITY	VALUE
36	6" MJ Plug	5	EA	\$450.00	\$2,250.00	2	EA	5	\$2,250.00	EA	
37	Fire Hydrant (6.5' Bury)	14	EA	\$5,000.00	\$70,000.00	1	EA	7	\$35,000.00	7	\$35,000.00
38	Fire Hydrant (8.5' Bury)	1	EA	\$5,450.00	\$5,450.00	EA		1	\$5,450.00	EA	
39	Install Salvaged Fire Hydrant	1	EA	\$1,190.00	\$1,190.00	EA		EA		1	\$1,190.00
40	Tracer Wire Access Box (Water)	16	EA	\$125.00	\$2,000.00	1	EA	8	\$1,000.00	8	\$1,000.00
41	Water Main Tracer Wire Ground Rod	77	EA	\$145.00	\$11,165.00	4	EA	20	\$2,900.00	57	\$8,265.00
42	Connect to Existing 4" Water Main	5	EA	\$915.00	\$4,575.00	7	EA	8	\$7,320.00	3	\$2,745.00
43	Connect to Existing 6" Water Main	38	EA	\$1,440.00	\$54,720.00	3	EA	24	\$34,560.00	14	\$20,160.00
44	Connect to Existing 8" Valve or Fitting	14	EA	\$1,150.00	\$16,100.00	2	EA	10	\$11,500.00	4	\$4,600.00
45	4"x1" Service Saddle w/Corp Stop	3	EA	\$570.00	\$1,710.00	EA		EA		3	\$1,710.00
46	6"x1" Service Saddle w/Corp Stop	164	EA	\$960.00	\$98,860.00	9	EA	75	\$44,250.00	78	\$46,810.00
47	6"x1.5" Service Saddle w/Corp Stop	1	EA	\$825.00	\$825.00	EA		EA		EA	
48	6"x2" Service Saddle w/Corp Stop	7	EA	\$915.00	\$6,405.00	EA		3	\$2,745.00	4	\$3,660.00
49	7" Water Service Pipe	3,887	LF	\$40.85	\$158,006.55	278	LF	1,785	\$72,590.25	2,102	\$85,416.30
50	1" Water Service Pipe - Alley	336	LF	\$50.65	\$17,018.40	LF		42	\$2,127.30	294	\$14,891.10
51	1" Water Service Pipe - Directionally Drilled	830	LF	\$54.65	\$45,359.50	LF		838	\$45,796.70	8	\$437.20
52	1.5" Water Service Pipe	4	LF	\$72.00	\$288.00	LF		37	\$2,664.00	33	\$2,376.00
53	2" Water Service Pipe	262	LF	\$48.60	\$12,733.20	LF		92	\$4,471.20	170	\$8,262.00
54	1" Curb Stop with Box	148	EA	\$655.00	\$97,540.00	9	EA	68	\$44,540.00	78	\$51,090.00
55	2" Curb Stop with Box	6	EA	\$1,125.00	\$6,750.00	EA		3	\$3,375.00	3	\$3,375.00
56	Water Pit	14	EA	\$1,835.00	\$25,690.00	1	EA	9	\$16,515.00	5	\$9,175.00
57	Connect to Existing Water Service	163	EA	\$470.00	\$76,810.00	9	EA	78	\$36,720.00	87	\$40,090.00
58	Connect to Existing 1.5" Water Service	1	EA	\$565.00	\$565.00	EA		1	\$565.00	EA	
59	Connect to Existing 2" Water Service	7	EA	\$810.00	\$5,670.00	EA		3	\$1,830.00	4	\$2,440.00
60	24" CMP	13	LF	\$94.00	\$1,222.00	LF		LF		13	\$1,222.00
61	Street Excavation	8,387	CY	\$6.25	\$52,021.75	270	CY	3,422	\$21,315.50	4,945	\$30,706.25
62	Geotextile Fabric	527	SY	\$5.25	\$2,767.75	SY		454	\$2,383.50	73	\$384.25
63	Gravel Base Course	11,296.0	TN	\$30.00	\$338,880.00	200.0	TN	3,740.0	\$112,200.00	7,556.0	\$226,680.00
64	4" Gravel Surfacing	910.0	TN	\$30.00	\$27,300.00	TN		190.0	\$5,700.00	720.0	\$21,600.00
65	6" Gravel Surfacing	2,130.0	TN	\$30.00	\$63,900.00	TN		410.0	\$12,300.00	1,720.0	\$51,600.00
66	10" Gravel Surfacing	530.0	TN	\$30.00	\$15,900.00	TN		TN		530.0	\$15,900.00
67	2" Asphalt Surfacing	2,135.0	TN	\$145.00	\$309,575.00	TN		TN		2,135.0	\$309,575.00
68	4" Asphalt Surfacing	510.0	TN	\$145.00	\$73,950.00	TN		TN		510.0	\$73,950.00
69	6" Asphalt Surfacing	370.0	TN	\$145.00	\$53,650.00	TN		TN		370.0	\$53,650.00
70	Asphalt Binder on the Basis of Composite Mix In Place	2,991.0	TN	\$55.00	\$164,505.00	TN		TN		2,991.0	\$164,505.00

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AS APPROVED TO DATE		INSTALLED THIS PERIOD:		INSTALLED TO DATE:		BALANCE TO INSTALL				
BID SCHEDULE A, CONTINUED:		QUANTITY	UNIT PRICE	APPROVED VALUE	QUANTITY	VALUE	QUANTITY	VALUE	QUANTITY	VALUE
71	Double Blotter Coat Surfacing	3,943 SY	\$13.50	\$53,230.50	SY		SY		3,943 SY	\$53,230.50
72	6" Concrete Valley Gutter	61 SY	\$88.00	\$5,429.00	SY		46 SY	\$4,084.00	15 SY	\$1,335.00
73	6" Concrete Surfacing	198 SY	\$89.00	\$17,622.00	32 SY	\$2,848.00	48 SY	\$4,094.00	152 SY	\$13,528.00
74	4" Concrete Sidewalk	823 SF	\$9.25	\$5,762.75	SF		604 SF	\$5,587.00	19 SF	\$175.75
75	Concrete Curb and Gutter	359 LF	\$48.00	\$17,581.00	84 LF	\$3,136.00	218 LF	\$10,682.00	141 LF	\$6,909.00
76	Pavement Marking and Striping	685 LF	\$4.50	\$3,082.50	LF		LF		685 LF	\$3,082.50
77	Traffic Control Signage	365 SF	\$4.50	\$1,642.50	SF		35 SF	\$157.95	330 SF	\$1,484.55
78	Type 3 Barricades	51 EA	\$110.00	\$5,610.00	EA		5 EA	\$550.00	46 EA	\$5,060.00
79	Traffic Control Miscellaneous	1 LS	\$24,000.00	\$24,000.00	2% LS	\$400.00	38% LS	\$9,360.00	61% LS	\$14,640.00
80	Inlet Protection	36 EA	\$150.00	\$5,400.00	EA		EA		36 EA	\$5,400.00
81	Type 2 Seeding	8,481 SY	\$2.25	\$19,037.25	SY		1,112 SY	\$2,502.00	7,369 SY	\$16,535.25
82	Type 1 Seeding	5,741 SY	\$2.25	\$12,917.25	SY		SY		5,741 SY	\$12,917.25
83	Highway Traffic Control Signage	150 SF	\$4.50	\$673.20	SF		135.3 SF	\$608.85	14.3 SF	\$64.35
84	Type 3 Barricade	5 EA	\$110.00	\$550.00	EA		30 EA	\$3,300.00	25 EA	\$2,750.00
85	42" Drum/Cone	14 EA	\$55.00	\$770.00	EA		EA		14 EA	\$770.00
86	Channelizing Device	50 EA	\$55.00	\$2,750.00	EA		EA		50 EA	\$2,750.00
Total for Bid Schedule A				\$4,165,032.35		\$133,960.60		\$1,804,038.00		\$2,360,994.35
Extra Items For Change Order 4										
E 1	Mobilization Fees for Extra Work	1 LS	\$25,402.00	\$25,402.00	LS		1 LS	\$25,402.00	LS	
E 2	2" 4" Transition at County Shop	1 EA	\$1,500.00	\$1,500.00	EA		1 EA	\$1,500.00	EA	
E 3	Slip Line 2" HDPE in 4" ACP	72 LF	\$30.00	\$2,160.00	LF		72 LF	\$2,160.00	LF	
E 4	1.5" Curb Stop with Box	1 EA	\$1,500.00	\$1,500.00	EA		1 EA	\$1,500.00	EA	
Total Extra Items for CO 4				\$30,562.00				\$30,562.00		
Total for Bid Schedule A and CO 4				\$4,195,594.35		\$133,960.60		\$1,834,600.00		\$2,360,994.35

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		AS APPROVED TO DATE			INSTALLED THIS PERIOD:		INSTALLED TO DATE:		BALANCE TO INSTALL	
BID SCHEDULE B: Wastewater		QUANTITY	UNIT PRICE	APPROVED VALUE	QUANTITY	VALUE	QUANTITY	VALUE	QUANTITY	VALUE
1	Mobilization	1 LS	\$48,700.00	\$48,700.00	LS		10% LS	\$4,870.00	90% LS	\$43,830.00
2	Mill, Salvage, Replace and Grade Asphalt Blotter Surfacing and Granular Base	2,785 SY	\$9.50	\$26,457.50	SY		SY		2,785 SY	\$26,457.50
3	Remove and Dispose of Culvert	LF	\$16.00		LF		LF		LF	
4	Remove and Dispose of Manhole	1 EA	\$400.00	\$400.00	EA		EA		1 EA	\$400.00
5	Sanitary Sewer Manhole (0'-8')	3 EA	\$5,040.00	\$15,120.00	EA		EA		3 EA	\$15,120.00
6	Sanitary Sewer Manhole Extra Depth	10 VF	\$125.00	\$1,187.50	VF		VF		10 VF	\$1,187.50
7	8" PVC Sanitary Sewer Main (0'-8')	35 LF	\$69.25	\$2,423.75	LF		LF		35 LF	\$2,423.75
8	8" PVC Sanitary Sewer Main (10'-12')	370 LF	\$74.25	\$27,472.50	LF		LF		370 LF	\$27,472.50
9	8" PVC Sanitary Sewer Main (12'-14')	598 LF	\$79.25	\$47,391.50	LF		LF		598 LF	\$47,391.50
10	Bypass Pumping	1 LS	\$15,000.00	\$15,000.00	LS		LS		1 LS	\$15,000.00
11	8" PVC Cap	1 EA	\$136.00	\$136.00	EA		EA		1 EA	\$136.00
12	8" x 4" Sanitary Sewer Wye	6 EA	\$310.00	\$1,860.00	EA		EA		6 EA	\$1,860.00
13	4" PVC Sanitary Sewer Service	121 LF	\$102.50	\$12,402.50	LF		LF		121 LF	\$12,402.50
14	Connect to Existing Sanitary Sewer Service	3 EA	\$530.00	\$1,590.00	EA		EA		3 EA	\$1,590.00
15	Connect to Existing 8" Sanitary Sewer Main	EA	\$1,085.00		EA		EA		EA	
16	Sanitary Manhole Inside Drop Assembly	EA	\$1,420.00		EA		EA		EA	
17	Core Drill Existing Manhole (8")	EA	\$1,500.00	\$1,500.00	EA		EA		1 EA	\$1,500.00
18	Post Televising Sanitary Sewer Main	740 LF	\$8.50	\$6,290.00	LF		LF		740 LF	\$6,290.00
19	12" CMP	LF	\$22.50		LF		LF		LF	
20	Street Excavation	1,016 CY	\$8.25	\$8,382.00	CY		CY		1,016 CY	\$8,382.00
21	Gravel Base Course	431.0 TN	\$30.00	\$12,930.00	TN		TN		431 TN	\$12,930.00
22	3" Asphalt Surfacing	385.0 TN	\$145.00	\$55,825.00	TN		TN		385 TN	\$55,825.00
23	Asphalt Binder on the Basis of Composite Mix in Place	385.0 TN	\$55.00	\$21,175.00	TN		TN		385 TN	\$21,175.00
Total for Bid Schedule B				\$306,243.25			\$4,870.00		\$301,373.25	

		AS APPROVED TO DATE			INSTALLED THIS PERIOD:		INSTALLED TO DATE:		BALANCE TO INSTALL	
BID SCHEDULE C: City Funded Street Repair		QUANTITY	UNIT PRICE	APPROVED VALUE	QUANTITY	VALUE	QUANTITY	VALUE	QUANTITY	VALUE
1	Mobilization	1 LS	\$94,100.00	\$94,100.00	50% LS	\$47,050.00	50% LS	\$47,050.00	50% LS	\$47,050.00
2	Mill, Salvage, Replace and Grade Asphalt Blotter Surfacing and Granular Base	SY	\$9.50		1,586 SY	\$15,067.00	1,586 SY	\$15,067.00	1,586 SY	\$15,067.00
3	Street Excavation	CY	\$8.25		CY		CY		CY	
4	Geotextile Fabric	SY	\$5.25		SY		SY		SY	
5	Gravel Base Course	TN	\$30.00		TN		TN		TN	
6	2" Asphalt Surfacing	768 TN	\$145.00	\$111,360.00	TN		TN		768 TN	\$111,360.00
7	Asphalt Binder on the Basis of Composite Mix in Place	768 TN	\$55.00	\$42,240.00	TN		TN		768 TN	\$42,240.00
Total for Bid Schedule C				\$247,700.00	\$62,117.00		\$62,117.00		\$185,583.00	
Total for Bid Schedule A - C				\$4,749,537.60	\$196,077.60		\$1,901,587.00		\$2,847,950.60	

Extra Items For Change Order 4								
ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	APPROVED VALUE	QUANTITY	VALUE	QUANTITY	VALUE
E 5	Mobilization Reduction for Reduced Scope	1 LS	-\$55,700.00	-\$55,700.00	50% LS	-\$27,850.00	50% LS	-\$27,850.00
Total Bid Schedule C with CO 4				\$192,000.00	\$34,267.00		\$157,733.00	
Total Bid Schedule A - C with CO 4				\$4,693,837.60	\$168,227.60		\$1,873,737.00	
Total Bid Schedule A - C with CO 4							\$2,820,100.60	

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ITEMIZED LISTING OF MATERIALS STORED ON SITE

APPLICATION NUMBER: Eight
 PROJECT: Phase 4 Utility Improvements
 OWNER: City of Miller
 PROJECT NUMBER: 18085
 INCLUDES CHANGE ORDER #: Four

DATE OF ESTIMATE: May 29, 2025
 PERIOD FROM: April 27, 2025
 TO: May 24, 2025
 CONTRACTOR: TLC Olson Construction

SUMMARY OF INVOICED COSTS FOR MATERIALS STORED ON SITE:

PA #	VENDOR	INVOICE DATE	INVOICE NO.	ITEM DESCRIPTION	INVOICED VALUE	ESTIMATED % COMPLETE	ESTIMATED VALUE REMAINING IN
1	Northwest Pipe Fittings	7/18/2024	446039	8" Water Pipe	\$79,950.28	54%	\$36,519.33
1	Northwest Pipe Fittings	7/18/2024	446039	Encasement Pipe	\$4,379.48	50%	\$2,189.74
1	Northwest Pipe Fittings	7/18/2024	446052	6" Restrained Joint Pipe	\$4,188.74	0%	\$4,188.74
1	Northwest Pipe Fittings	7/18/2024	446052	Sanitary Sewer Pipe	\$6,205.63	0%	\$6,205.63
1	Northwest Pipe Fittings	7/18/2024	446052	Sanitary Sewer Fittings	\$1,039.02	0%	\$1,039.02
1	Northwest Pipe Fittings	7/18/2024	446052	Manhole Castings	\$1,186.05	0%	\$1,186.05
1	Northwest Pipe Fittings	7/18/2024	446052	Valves and Boxes	\$79,382.67	59%	\$32,566.31
1	Northwest Pipe Fittings	7/18/2024	446052	Fittings, Restraints	\$68,826.21	51%	\$34,026.86
1	Northwest Pipe Fittings	7/18/2024	446052	Fire Hydrants	\$58,480.68	53%	\$27,290.98
1	Northwest Pipe Fittings	7/18/2024	446052	Water Service Fittings	\$36,334.42	48%	\$18,937.94
1	Northwest Pipe Fittings	7/18/2024	446052	Water Service Valves	\$52,342.22	47%	\$27,692.89
1	Northwest Pipe Fittings	7/18/2024	446052	Water Service Pipe	\$4,979.72	53%	\$2,363.94
1	Martinmaas Gravel	Through 7/25/24	-	4,393.44 TN Gravel	\$70,295.04	100%	\$0.00
7	Martinmaas Gravel	Through 4/18/25	-	2,742.09 TN Gravel	\$43,873.44	0%	\$43,873.44
Total					\$510,542.59		\$238,279.86
Total added this pay period or removed from storage due to installation					\$0.00		-\$24,248.33

Itemization for This Pay Application:

	Schedules	Materials	Total
Water Costs	\$120,564.54	-\$21,823.50	\$98,741.04
Wastewater Costs	\$0.00		\$0.00
City Share Cost	\$30,840.30		\$30,840.30
Total	\$151,404.84	-\$21,823.50	\$129,581.34

= General Fund
 Street Dept
 Cap. Imp.